Rolls-Royce

9500 Cote de Liesse
Lachine (Québec) H8T 1A2

[redacted] Rolls-Royce Tay

Rolls-Royce Canada Limited (`RRC)

ENGINE DATA	
Engine type:	TAY
Mark:	611-8
L/H Engine S/N:	16291
TSN	TBA
CSN	TBA
R/H Engine S/N:	XXXXX
TSN	TBA
CSN	TBA

Customer's name: JEGE, LLC
Address: 3800 Southern Blvd, Suite 204, West Palm Beach, FL, 33406
Requested by: Larry Visoski [redacted]
A/C Type: GIV
A/C S/N: 1085
Tail no: N212JE
Location: BQK or PBI
Workscope: L/H FAN CLOCKING 180, FAN TRIM BALANCE TEST # 9
Date: TBD
Personnel: 1 Technicians + 1 FSR

ITEM	DESCRIPTION	RATES	QTY.	SUB-TOTAL	Remarks
	TRAVEL FLAT FEE	$125.00	32	$4,000.00	
	Rate /hour	$125.00	24	$3,000.00	***NOTE THAT YOU WILL ONLY BE
	FSR FEE	$1,250.00	2	$2,500.00	INVOICED FOR THE COST
a	Air Fare	$850.00	2	$1,700.00	INCURED TO SUPPORT***
b	Car rental	$50.00	3	$150.00	
c	Accommodation	$150.00	6	$900.00	
	Per Diem	$60.00	8	$480.00	
			1	$0.00	
	Misc.+ Shippping fee	$1,000.00	1	$1,000.00	
	Administration fee on a,b,c		1	$137.50	
			TOTAL USD:	**$13,867.50**	

This Cost Estimate for Field Support Services is solely based on the information porvided and Field Support Services requested by Customer. This Cost Estimate is subject to Rolls-Royce Standard Conditions for the Sale of Field Services Terms and Conditions (FSTC) and or RRC's Rental Agreement, atached hereto provided Customer's acceptance of this Cost Estimate is received by RRC.

Date: 30-Jun-15 Compiled by: **A.Taillon**

RRC Customer Field Support
FAX: 514-828-1736

Date: July 9th 2015 For: JEGE, LLC

By: Visoski Larry, Chief Pilot

Your Purchase Order No.: LV07092015

Please sign and return with your [redacted]. As **ACCEPTANCE OF COST ESTIMATE FOR FIELD SUPPORT SERVICES**

Customer hereby agrees and accepts the provisions of this Cost Estimate, including all of Rolls-Royce Canada's:

[X] Field Services Terms and Conditions ("FSTC")

attached hereto and which form an integral part of this Cost Estimate as if recited at length.

Rolls-Royce Canada Limited ("RRC")
Field Support Terms and Conditions ("FSTC")

1.- **Definitions** - In these FSTC, the following terms:
Assignment: shall mean the period of time during which MRP or FSR is requested to support a Customer and begins when MRP or FSR departs to Designated Premises as defined hereunder, and ends when MRP or FSR arrives to his original point of departure or, if assigned to another customer, when he departs from Designated Premises as the case may be.
Designated Premises: shall mean the Customer's facility or premises or any other location, as designated by Customer, where the Services shall be performed.
Field Service Representative ("FSR"): shall mean a RRC employee based at RRC's facility in Montreal, Quebec, Canada, authorized to perform technical functions, trouble shooting, and write work instructions on behalf of RRC.
Laid Down Costs: shall mean the costs incurred by RRC, including but not limited to, suppliers' and subcontractors' invoice charges, transportation, insurance, travel expenses, hotel accommodation, car rental, per diem allowance and any non recoverable sales, use, value-added or similar taxes, duties, impost, surtax, fees and like charges associated with these costs, to provide Services.
Mobile Repair Party ("MRP"): shall mean a RRC employee based at RRC's facility in Montreal, Quebec, Canada, authorized to perform his duties offsite RRC's facility.
Services: shall mean work performed by MRP or FSR.

2. **Sole terms and conditions** – Subject to availability, RRC agrees to provide Services to Customer under the FSTC stated hereinafter. Notwithstanding any terms and conditions which may appear on Customer's request for Services or purchase order or any terms and conditions which may have been specified by Customer in any other form or manner, these FSTC are, unless RRC expressly agrees in writing to the contrary, the sole basis governing RRC's performance of Services.

3. **Work conditions** –

3.1 Customer shall provide a safe, clean work environment which complies with all applicable local, state and federal laws.

3.2 Customer agrees to apply the most suitable emergency procedure to care for any injury to MRP or FSR while on Designated Premises, and to notify RRC at the earliest opportunity.

3.3 Customer shall obtain any local working permits and security clearances, if required.

4. **Charges price and payment Terms** – Charges and prices applicable to Services are specified in RRC's cost estimate for Field Support established before the performance of Services. Said cost estimate may be amended to reflect the actual charges and prices of the Services once the Assignment is completed. In addition, Customer shall pay RRC all Laid Down Costs. Customer will be invoiced upon completion of Assignment and payment is due upon receipt of invoice. Payment shall be made in United States (U.S.) dollars, to the account stipulated by RRC, in full, without any set-off, counter-claim or deduction whatsoever. Payment shall only be deemed to have been made upon receipt of funds by RRC. Invoices unpaid after the due date will be subject to an annual interest charge at the rate of the Canadian prime rate announced by RRC's prime financial institution on the date such payment was due plus four percent (4%) computed daily, together with all associated costs, including legal fees.

5. **Cancellation or suspension of Field Support** – Customer shall notify RRC in writing at least three (3) days prior to an Assignment should he elect to suspend or cancel his request for Field Support. In case of a notification for suspension, Customer shall indicate the estimated period of suspension. RRC shall be entitled to recover Laid Down Costs incurred prior to the receipt of Customer's notification as a result of such suspension or cancellation.

6. **Taxes** – RRC's prices are exclusive of any applicable taxes, shipping, and import duties. Any and all state and local sales, use, excise, privilege, and similar taxes imposed on RRC or which RRC has a duty to collect in connection with the performance of Services will appear as separate items on the invoice and are the responsibility of the Customer. If Services are exempt from such taxes, Customer shall provide RRC with proper documentation required by law.

7. **Delays in performance of Services** – RRC shall not be liable for delays in performance of Services due to acts of God, accidents, strikes, fire, governmental controls, delays in transportation and any other cause beyond RRC's reasonable control, including inability to obtain or delay in obtaining suitable labor or materials required to perform the Services. The time to perform Services so delayed shall be extended by a period equal to the duration of such delay. Without in any way limiting the generality of the foregoing, RRC shall in no event be liable for any damage or for loss of use or for loss of profits arising from any delay in performing the Services.

8. **Right to subcontract** - RRC shall have the right to subcontract all or part of Services.

9. **Inspection and warranty** - All Services provided by RRC hereunder shall be promptly inspected and accepted upon completion of Services thereof and prior to MRP or FSR leaving Designated Premises. RRC warrants to Customer that the Services will be performed in a competent and diligent manner and in accordance with generally accepted standards for such Services. RRC's obligation expressed in the foregoing is subject to Customer having immediately suspended operation of the equipment after discovery of a defect in RRC's Services performed hereunder and having taken due precautions to prevent or limit any potential subsequent damages that could result from such defective Services. This warranty is valid for ninety (90) days following completion of Services and does not extend nor modify RRC's standard warranty on parts provisioned through RRC which is subject to

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RRC's parts warranty stipulated in RRC's Standard Terms and Conditions for the Sale of Spare Parts ("**STCSSP**") nor RRC's standard warranty for repair and maintenance work performed by RRC, which is stipulated in RRC's Standard Terms and Conditions for the Repair and Maintenance Services for Tay 611-8, Spey 511-8 and BR700-710 Engines ("**STC**") if applicable.

All claims for defective Services shall be made in writing immediately upon its discovery and in any event, within ninety (90) days from the date of the completion of said Services. Defective work shall be held for RRC's inspection. Upon submission of a claim and substantiation thereof, RRC shall at its option, by way of repair or replacement, rectify the defective Service which is shown to the reasonable satisfaction of RRC to be a direct and immediate consequence of RRC's faulty workmanship and the performance of corrective Services will be warranted by RRC, provided however that the foregoing shall not serve to extend this warranty beyond one hundred and twenty (120) days from performance of the original Services.

10. **Insurance** - Customer represents that he has in force and will maintain, during Assignment, an insurance coverage for Comprehensive General Liability, Premises and Operations, Contractual Liability, Products and Completed Operations for an amount of one million United States (U.S.) dollars ($1,000,000 U.S.) per occurrence, and an insurance coverage for Comprehensive Aviation Legal Liability, including without limitation general third party legal liability cover (including war risk) and without limitation bodily injury, personal injury and property damage for passengers and third parties and also include products liability (excluding manufacturer's product liability) in an amount of fifty million U.S. dollars ($50,000,000.00 U.S.).

11. **Liability** - Customer accepts liability for all risks of loss or damage to any tool owned or possessed by RRC while at Customer's facility or at the Designated Facility, and for any and all injury, including death, to any RRC's employee during the performance of Services.

Limitation of liability - THE WARRANTY ABOVE STIPULATED IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY WITH RESPECT TO SERVICES.

UNDER NO CIRCUMSTANCES SHALL RRC BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, NOR FOR LOSS OF ANTICIPATED PROFITS, LOSS OF USE OF EQUIPMENT OR ANY INSTALLATION, SYSTEM OR FACILITY OF CUSTOMER IN WHICH THE SERVICES CONTRACTED HEREIN ARE PERFORMED.

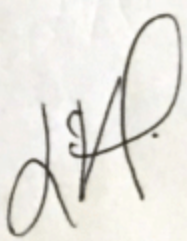
12. **Indemnification** – Customer shall defend, indemnify and hold RRC, it's directors, officers, employees, representatives, agents, assigns, licensees, and invitees harmless from and against any and all liability, claim or demand by Customer, its directors, officers, employees, representatives, agents, assignees, licensees and invitees or by any third party, excluding employees of RRC, arising out of or related directly or indirectly to Services, including but not limited to, claims for injury to or death of persons, damages to property (including damages for loss of use thereof), and attorney's fees, costs and expenses incidental thereto, save and except for such liability, claim or demand resulting from the sole gross negligence of RRC. Customer shall indemnify and hold RRC harmless from any and all losses, costs, fines, penalties or assessments, including attorney's fees, for any alleged violation of the applicable local, state and federal laws referred to in Section 3 of these FSTC or from any injury to or death of MRP or FSR, as a result of any alleged violation of the aforesaid laws.

13. **Independent Contractor** - MRP and FSR shall not, under any circumstances and at any time, be considered as employees of Customer nor act as agent or representatives of Customer.

14. **Amendment** – Provisions of these FSTC shall not be amended in any manner except by a written document expressly stating to amend these FSTC, duly signed by RRC and Customer.

15. **Law** – These FSTC shall be governed by and interpreted in accordance with the laws of the Province of Quebec, Canada. The parties hereto agree to exclude to the extent applicable, the United Nations Convention on contracts for the international sale of goods (Vienna Convention). The parties agree to give jurisdiction to the courts of Quebec, in the district of Montreal for any and all claim arising with respect to the cost estimate for Field Support.

16. **Language** – RRC and Customer confirm that it is their express wish that RRC's cost estimate for Services, these FSTC hereof, and any document or notice related hereto, be written in English. The following is the French translation of the preceding: "RRC et le client confirment qu'il est de leur volonté expresse que la soumission de RRC, les modalités et conditions standards contenues aux présentes, ainsi que toute correspondance ou avis s'y rapportant, soient rédigés en anglais."



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