

**Rolls-Royce Engine Lease dated 20 August 2015**

<b>Lessor:</b>	Rolls-Royce plc 62 Buckingham Gate London SW1E 6AT United Kingdom	<b>Operator:</b>	JEGE, LLC 6100 Red Hook Quarters B3 St Thomas, 00802 US Virgin Islands
<b>Contract Number:</b>	RRD-AMC-2015250		

This Rolls-Royce Engine Lease (the "Lease") between Rolls-Royce plc as "Lessor" and JEGE, LLC, as "Operator".

Lessor leases to Operator the Leased Engine described below in consideration of the Lease Fees and subject to the terms and conditions of this Lease.

Operator agrees to pay the Lease Fees and comply with the terms and conditions of this Lease.

**ALL SO AGREED:**

**Lessor: Rolls-Royce plc**

\_\_\_\_\_  
**Printed:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 \_\_\_\_\_  
**Title:** \_\_\_\_\_

**Operator: JEGE, LLC**

\_\_\_\_\_  
**Printed:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 \_\_\_\_\_  
**Title:** \_\_\_\_\_

\_\_\_\_\_  
**Printed:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 \_\_\_\_\_  
**Title:** \_\_\_\_\_

1. DESCRIPTION OF ENGINES			2. LEASE FEES (YEAR 2015 e.c. US\$)		
Leased Engine SN:	16004 r/h		Per Event:	\$US 13.090,75 * <sup>3</sup> )	
Repaired Engine SN:	16292		Per Day:	\$US 3.818,35 * <sup>3</sup> )	
Aircraft SN:	1085		Per Engine Flight Hour:	\$US 299,91 * <sup>3</sup> )	
Insured Value:	US\$ 3.000.000,00 per Engine		Per Engine Flight Cycle:	\$US 101,83 * <sup>3</sup> )	
Aircraft Country of Registration	USA		* <sup>1</sup> ) Operator nominated facility * <sup>2</sup> ) Rolls-Royce nominated facility * <sup>3</sup> ) If the Repaired Engine is covered by a Rolls-Royce warranty or CorporateCare contract, please refer to your warranty or CorporateCare terms of coverage for applicable charges. * <sup>4</sup> ) Operator Tax ID must be provided at Rolls-Royce request * <sup>5</sup> ) For internal use only		
Minimum Aviation Legal Liability (i.a.w. 8.4)	US\$ 250.000.000,00				
Operator Tax ID					
Incoterms (2010)	CorporateCare	Non CorporateCare			
Delivery	DAP * <sup>1</sup> )	FCA * <sup>2</sup> )* <sup>4</sup> )	Hours	Cycles	Facility
Redelivery	FCA * <sup>2</sup> )	DDP * <sup>2</sup> )	Leased Engine installation* <sup>5</sup> ):		
			Date		

### 3. PAYMENT

- 3.1. Lessor will invoice Operator the Lease Fees ~~in advance~~ at the ~~beginning~~ end of the Lease Period. ~~The invoice will be calculated on the basis of an estimated Lease Period of 90 days and an estimated utilization of 120 engine flight hours and 60 engine flight cycles.~~ Payment is due immediately upon receipt of invoice.
- 3.2. Operator will promptly supply the number of days, flight hours and cycles accrued on the Leased Engine at the end of the Lease Period. ~~Lessor will, at the end of the Lease Period, reconcile the invoice issued in accordance with Section 3.1 with the actual amount due under this Lease as follows:~~
- ~~3.2.1. If the amount of the invoice issued in accordance with Section 3.1 exceeds the amount due under this Lease, Lessor will reimburse Operator for such excess amount. Any such reimbursement will take place after redelivery of the Leased Engine, provided that Operator has complied with all of its obligations under this Lease.~~
- ~~3.2.2. If the amount of the invoice issued in accordance with Section 3.1 is less than the amount due under this Lease, Lessor will invoice Operator for such shortfall, which will be due and payable to Lessor upon Operator's receipt of the invoice.~~
- 3.3. If Operator is covered by CorporateCare®, payment will be due in accordance with the terms of such CorporateCare contract.
- 3.4. All payments under this Lease will be made by wire transfer to Lessor's account at the following bank:
- |                 |                        |
|-----------------|------------------------|
| Bank:           | HSBC Bank, London      |
| Account Number: | 69845623               |
| IBAN:           | GB80MIDL40051569845623 |
| Swift:          | MIDLGB22               |
- 3.5. All payments will be made in U.S. Dollars and Lessor will receive the full amount of payments falling due under this Lease without any withholding, deduction, offset, set-off, or counterclaim whatsoever, subject to Section 18.2 below.
- 3.6. If Operator fails to make any payments when due, Operator will pay a late payment charge calculated at a rate of 0.05% (0.0005) or the maximum amount permitted by applicable law, whichever is less, per day, or any part thereof, until such amounts, including any late payment charges thereon, are paid in full.

### 4. DEFINITIONS

"Aeromanager" means the Rolls-Royce's e-business portal for its commercial aerospace customers. Homepage: [www.aeromanager.com](http://www.aeromanager.com).

"Aircraft" means the aircraft more fully described in Section 1.

"Delivery Location" means the location indicated in Section 1.

"Expiry Date" means 14 calendar days after the date of delivery of the Leased Engine to Operator ~~has been notified that the Repaired Engine is serviceable and ready for delivery to the Operator~~, unless otherwise terminated earlier in accordance with this Lease, subject to the following provisions:

- if the Lessor, acting in accordance with the provisions of this Lease, terminates the leasing of the Leased Engine to Operator under this Lease, the date of such termination will be the Expiry Date;
- if the Leased Engine suffers a Total Loss, the Expiry Date will be the date on which Lessor receives the Insured Value together with any other amounts then due and unpaid under this Lease;

"Insured Value" means the amount stated in Section 1.

"Leased Engine" means the engine identified by serial number in Section 1.

"Lease Engine Guide" means guideline for lease engines available in Aeromanager, as amended from time to time.

"Lease Fees" means the fees and charges defined in Section 2.

"Lease Period" means the period commencing on the date of delivery of the Leased Engine to Operator in accordance with Section 6, and ending on the Expiry Date.

"Part" means any part of the Leased Engine that was originally manufactured or supplied by Lessor or one of its affiliates.

"Redelivery Location" means the Rolls-Royce nominated location indicated to Operator when the Repaired Engine is serviceable and ready for shipment.

"Repaired Engine" means the engine identified by serial number in Section 1.

### 5. PERIOD OF LEASE

Lessor will lease the Leased Engine to Operator and Operator will lease the Leased Engine under this Lease for the Lease Period.

### 6. DELIVERY

Upon Lessor's receipt of Operator's written confirmation that all conditions precedent set out in Section 22 have been satisfied by Operator, Lessor will make the Leased Engine available at the Delivery Location as soon as reasonably practicable in accordance with the Incoterms (2010) specified in Section 1.

### 7. OPERATING REQUIREMENTS

7.1. During the Lease Period the Operator will:

- comply with all applicable laws in respect of its possession, operation and maintenance of the Leased Engine;
- operate the Leased Engine in accordance with the operating instructions described in the applicable Rolls-Royce manuals and other written instructions of the original equipment manufacturer (the "OEM"), including the Lease Engine Guide as published by the OEM;
- carry out regular checks and perform all line maintenance on the Leased Engine at Operator's expense, in accordance with the maintenance requirements of the applicable Civil Aviation Authority, the applicable Rolls-

Royce manuals and other written recommendations issued from time to time by the OEM to keep the Leased Engine (i) in a serviceable and airworthy condition, (ii) fully operational, and (iii) in as good operating and physical condition as at the time of delivery (except normal wear and tear from standard operating procedures as per the OEM's operating instructions manual);

- 7.1.4. (i) update the engine log book following all maintenance actions and maintain records of all maintenance and performance in accordance with the OEM's manuals, (ii) provide Lessor, prior to removal of the Leased Engine, with a copy of the engine trend and exceedance files or with manually recorded engine parameter data (recorded once per flight-day for those aircraft that do not utilize Honeywell software version 4.5 or higher) for the period the Leased Engine was installed on the Operator's Aircraft, (iii) provide Lessor with a monthly report of operating hours and other information reasonably required by Lessor, and (iv) permit Lessor to inspect the Leased Engine at any time with reasonable notice;
  - 7.1.5. perform the functional tests for the Leased Engine, as outlined in the applicable OEM's Maintenance Manual, on installation and removal of the Leased Engine, and provide a copy of the Performance Run Data Sheet to Lessor;
  - 7.1.6. make a visual inspection on removal of the Leased Engine, record engine condition and total hours and cycles, date of Leased Engine installation and removal, Aircraft serial number and registration, record Aircraft total hours and cycles in the engine log book signed off by a qualified approved mechanic; and
  - 7.1.7. keep the engine log book secure at all times and assist Lessor with the recording of any documents required by the applicable Civil Aviation Authority or any other governmental agency with jurisdiction over airworthiness compliance.
- 7.2. Operator will not remove any Part from the Leased Engine unless required by Section 7.1, and that Part is promptly replaced by a part: (i) that is (a) approved by the OEM and listed in the Rolls-Royce Illustrated Parts Catalogue, (b) in good operating condition, and having the same or higher hours available until the next scheduled check, inspection, overhaul or shop visit, as the replaced Part, and (c) of the same or a more advanced make and model, having the same interchangeability and modification status, and the same value and utility, as the replaced Part; (ii) for which Operator has fully traceable (i.e., "back to birth") records and source and maintenance history in compliance with FAA or EASA requirements, and to be included in the Leased Engine documentation; and (iii) under circumstances whereby, upon installation without further action, (a) title to such part passes to Lessor, free of any liens or encumbrances, and (b) such part becomes subject to this Lease.
- Failure to comply with the requirements in this Section 7 may result in additional charges or expenses for the Operator, including Holdover Charges defined in Section 15.3.1. In no event will the Operator operate the Leased Engine beyond the allowable time intervals defined in Chapter 05 of the applicable OEM Maintenance Manual.***

## 8. INSURANCE

- 8.1. Operator will obtain and maintain at all times when the Leased Engine is not insured as part of an aircraft under Section 8.2, spares all risk insurance covering all risks of physical loss or damage howsoever occasioned in respect of the Leased Engine, in an amount not less than the Insured Value on an agreed value basis in respect of the Leased Engine, whether or not the Leased Engine is running or being worked upon at the time of such physical loss or damage, with Lessor named as Loss Payee as their interest may appear.
- 8.2. Operator will obtain and maintain at all times when the Leased Engine is installed on an aircraft, aviation hull all risks insurance and Aviation Hull War Risks and allied perils insurance in the terms of LSW555D, or its equivalent, and including confiscation in the country in which the Aircraft is registered for the insured value of that aircraft inclusive of the Insured Value of the Leased Engine naming Lessor as Loss Payee as their interest may appear.
- 8.3. Operator will acquire and maintain comprehensive aviation legal liability insurance covering general third party legal liability insurance, including without limitation, bodily injury, and property damage for passengers and third parties and also including products liability (excluding manufacturer's product liability) and the applicable writeback in respect of war risks for not less than the amount stated in Section 1 (and not less than US\$ 25,000,000 for personal injury only).
- 8.4. Each insurance policy specified in Sections 8.1 through 8.3 will cover at least such risks as are customarily insured against in the aviation business. Each insurance policy specified in Section 8.2 will provide in the form of AVS 103 that in the event of separate insurances being arranged to cover "all Risk" hull insurance and the "War Risk" and related insurance that the underwriters subscribing to such insurances agree to a 50/50 claims funding arrangement in the event of dispute as to which insurance is applicable.
- 8.5. The insurance policy referred to in Section 8.1 will have a deductible of not more than US \$10,000 in respect of any one claim. The insurance policies referred to in Section 8.2 will have a deductible of not more than US \$100,000 in respect of any one claim.
- 8.6. Insurance policies specified in Sections 8.1 through 8.3 will incorporate the terms of AVN67B or AVN67C (War Risk), or any revised forms in general use in the London Aviation insurance market, with respect to Lessor, Rolls-Royce plc and its affiliates and assigns.
- 8.7. The insurance specified in Section 8.3 above shall name any third party who has title to or an interest in any of Leased Engine, and their respective agents, officers, shareholders, directors, and employees, each an "Indemnified Party" as an additional insured.
- 8.8. To satisfy the Lessor that the policies referred to in Sections 8.1, 8.2 and 8.3 are in force as required by this Section 8, Operator will provide, upon the signing of this Lease, a certificate showing to Lessor's satisfaction that such policies are in force as so required.

8.9. In addition to the requirements listed in this Section 8, the insurance certificate(s) provided by Operator will also contain the following information: i) Engine Serial Number, ii) Loss Payees as required by Sections 8.1 and 8.2 above, and iii) all additionally insured Indemnified Parties applicable to the Leased Engine as advised by Lessor.

## 9. REDELIVERY TO LESSOR

Operator shall redeliver the Leased Engine at the end of the Lease Period:

- 9.1. in accordance with the then applicable Lease Engine Guide,
- 9.2. with a certificate of airworthiness in accordance with the applicable Civil Aviation Authority and as per the requirements found in the Lease Engine Guide permitting Rolls-Royce to issue an EASA Form 1 / FAA 8130 dual release certificate,
- 9.3. in accordance with Section 7, and
- 9.4. in accordance with the Incoterms 2010 specified in Section 1 above.

Operator will also update and deliver all maintenance documentation and records to Lessor at redelivery of the Leased Engine. If Operator fails to redeliver the Leased Engine with all associated documentation and in full compliance with Section 9 by the end of the Lease Period, Operator agrees to pay the Holdover Charges in accordance with Section 15.3. In addition to its other rights under contract, law or equity, Lessor will have the right to enter the premises of Operator or Operator's contractors or agents to take possession of the Leased Engine if the Operator has defaulted on its obligation to redeliver the Leased Engine by the end of the Lease Period, and Operator agrees to provide all cooperation and assistance necessary for Lessor to assert and enforce its rights to take possession of the Leased Engine in accordance with this Lease. Lessor's receipt of the redelivered Leased Engine, whether acknowledged in writing or not, will not be interpreted as satisfaction of, nor will Operator be relieved of, Operator's obligations under this Lease, including in particular those under Section 7.

## 10. LOSS OR DAMAGE

Except as provided in Section 12.3.1, Operator will be responsible for all loss or damage to the Leased Engine or part thereof caused during the Lease Period however caused and will reimburse Lessor for the cost of replacement or repair up to the full Insured Value of the Leased Engine or damaged part, as applicable. If the Leased Engine is damaged during the Lease Period, the Operator will immediately notify Lessor of such damage and will provide all information reasonably requested by Lessor relating to such damage. At Lessor's direction, Operator will promptly either return the Leased Engine to Lessor, or remove the damaged part and return such part to the Lessor. Any amounts relating to repair of damage caused to the Leased Engine or part thereof during the Lease Period carried out by or for Lessor will be at Lessor's then current rates applicable at the time of such work.

## 11. TRANSPORTATION

For any ground transportation of the Leased Engine, including delivery as described in Section 6 and redelivery as described in Section 9, the Operator shall ensure the utilization of air ride suspension equipment.

## 12. WARRANTY

12.1. Lessor warrants that at the time of delivery the Leased Engine will be in serviceable condition. If the Leased Engine is not serviceable at the time of delivery, Lessor will, as its sole obligation to Operator and at its sole discretion, either repair the Leased Engine or use reasonable efforts to replace it with another serviceable engine.

### 12.2. REMEDIES

**THE WARRANTY, OBLIGATIONS AND LIABILITIES OF THE LESSOR AND THE RIGHTS AND REMEDIES OF THE OPERATOR SET FORTH IN THIS LEASE ARE EXCLUSIVE AND ARE IN LIEU OF AND OPERATOR HEREBY WAIVES AND RELEASES ALL OTHER WARRANTIES, OBLIGATIONS, REPRESENTATIONS OR LIABILITIES EXPRESS OR IMPLIED ARISING BY LAW, IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, INCLUDING BUT NOT LIMITED TO (I) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY IMPLIED THROUGH COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE OR (II) CLAIMS ARISING OUT OF THE NEGLIGENCE OF LESSOR OR LESSOR'S SUPPLIERS OR (III) ANY OTHER CLAIM ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE PERFORMANCE OF THIS LEASE OR FROM THE DESIGN, MANUFACTURE, SALE, REPAIR, LEASE OR USE OF THE LEASED ENGINE, ANY PART THEREOF, ANY SERVICES DELIVERED OR RENDERED UNDER THIS LEASE OR OTHERWISE.**

### 12.3. Limitation of Liability

12.3.1. Neither Operator nor Lessor will be liable for any indirect, consequential, special, incidental or punitive damages of any kind or nature under any circumstances or, without limiting the foregoing, for any lost profits or any other losses or damages for or arising out of any lack or loss of use of the Leased Engine or any associated equipment, cost of capital, cost of substitute goods, facilities, services or downtime costs or increased costs of any kind.

12.3.2. In no event will the liability of Lessor arising under this Lease exceed the total of all Lease Fees due under this Lease.

### 12.4. Enforceability, Third Party and Contribution Claims

12.4.1. To the extent that applicable law does not permit any limitation set out in Sections 12.2 and 12.3, such limitation will not be applied or invoked. Nothing in this Lease will be interpreted to disclaim liability of the Lessor for gross negligence or willful misconduct.

12.4.2. The remedy and limitations of liability in this Lease will not be interpreted to affect the Lessor's obligations, if any, for claims for (i) property damage, (ii) personal injury, or (iii) wrongful death; in each case asserted by persons who are not parties to or beneficiaries of this Lease.

12.4.3. The limitations of remedy and liability in this Lease will not be interpreted to limit the Operator's or the Lessor's right, if permitted by applicable law, to assert a claim for contribution among joint tortfeasors in connection with a claim by a person who is not a party to this Lease.

### 13. TITLE AND REGISTRATION OF RIGHTS

13.1. Title to the Leased Engine will remain with Lessor at all times. Operator will not sublease or otherwise transfer possession of the Leased Engine except as provided in Section 9, or permit it to become subject to any liens, charges, encumbrances, or legal process or other impediment to the same or any other kind, and will indemnify Lessor against all costs, expenses and damages which Lessor may incur or suffer by reason of Operator failing to carry out its obligations under this Section 13.

13.2. Operator agrees to provide any and all cooperation and assistance reasonably requested by Lessor to protect and preserve its rights in the Leased Engine and the enforcement of its rights under this Lease, including assisting Lessor with the recording of this Lease, any amendments to this Lease, any termination agreement, and any other related notices or agreements required for (i) the registration of the Leased Engine with the US Federal Aviation Administration or the Civil Aviation Authorities of Europe if necessary, or (ii) filings with the international registry created under the Cape Town Convention, or all of the foregoing.

13.3. At Lessor's request, Operator will deliver to Lessor a Recognition Agreement (as provided in Exhibit 1 to this Lease) executed by any entity claiming any property or other interest in the Aircraft that may affect or limit Lessor's rights under this Lease.

### 14. REPAIRED ENGINE LIEN

14.1. As security for the performance of its obligations under this Lease, including payment of all amounts due and the redelivery of the Leased Engine in accordance with Section 9, Operator hereby grants to Lessor:

14.1.1. If the Operator holds title to the Repaired Engine, a security interest in the Repaired Engine, including any improvements thereon as a result of repair; or

14.1.2. If the Operator has a leasehold interest in the Aircraft or otherwise is not able to satisfy the requirements of Section 14.1.1, the right to retain possession of the Repaired Engine until such time that all of such obligations have been satisfied.

14.2. In any case, Lessor retains the right to exercise a mechanic's lien or any other statutory lien or security interest in the Repaired Engine that is or may become available to Lessor, either directly as agreed herein or by assignment, by statute, judicial process or operation of law.

### 15. DEFAULT AND TERMINATION

15.1. An "Event of Default" will have occurred if, at any time during the Lease Period, the Operator:

15.1.1. fails to make any of the payments due under this Lease when due; or

15.1.2. fails to redeliver the Leased Engine to Lessor in compliance with Section 9 by the end of the Lease Period; or

15.1.3. is in breach of any other obligation under this Lease; or

15.1.4. is generally not paying its debts as they become due or files or has filed against it a petition in bankruptcy, enters into liquidation, whether compulsory or voluntary, becomes insolvent, makes an assignment for the benefit of creditors, is adjudged as bankrupt, or a receiver is appointed in respect of its assets, or takes, or publicly announces its intentions to take, corporate action in furtherance of the foregoing.

15.2. If an Event of Default has occurred, in addition to its other rights at law, contract or equity, Lessor may terminate the Lease immediately upon written notice to the Operator, and immediately repossess the Leased Engine. On termination, Operator will do everything necessary to ensure the return of the Leased Engine to Lessor. Operator will reimburse Lessor for: (i) all reasonable attorney fees and other expenses incurred by Lessor in recovering the Leased Engine, (ii) determining if the Leased Engine is in serviceable condition, (iii) returning the Leased Engine to a serviceable condition, and (iv) recovering any sums owed by Operator, as applicable.

15.3. Without limiting the foregoing, if an Event of Default under Section 15.1.2 has occurred, as liquidated damages, but not as a penalty, Operator agrees to pay Lessor Holdover Charges for each day from the end of the Lease Period until such time that the Leased Engine has been delivered and Operator has complied with all of its obligations under Section 9 (the "Holdover Period").

15.3.1. "Holdover Charge" is equal to the daily Lease Fee indicated in Section 2, multiplied by 120%, payable for each day during the Holdover Period, in addition to all applicable flight hour, flight cycle and other charges accruing during the Holdover Period.

### 16. CONFLICT WITH CORPORATECARE® OR WARRANTY TERMS

If this Lease is created pursuant to an applicable and valid CorporateCare or Warranty agreement between Operator and Lessor covering the Repaired Engine (the "Service Agreement"), to the extent there is a conflict between the terms in Sections 2, 3, 5, 6 or 9 of this Lease and the Service Agreement, the terms of the Service Agreement will apply.

### 17. NOTICES

All notices given pursuant to the Lease will be in writing and will be sent by registered mail or fax to the other party at the address stated on the signature page or at such other address as either party will advise the other in writing.

## 18. TAXES

- 18.1.** Lessor will not pay any taxes, duties, fees, charges, fines, custom duties, tariffs, imposts, sanctions, penalties or assessments of any nature (but excluding any taxes in the nature of income taxes), legally assessed or levied by any governmental authority as a result of any lease, sale, delivery, transfer, use, export, import or possession of such product to or by Operator, or otherwise ("Assessed Taxes") in connection with this Lease. The Operator, in addition to the Lease Fees, agrees to pay Lessor upon demand, or furnish to Lessor evidence of exemption wherefrom, any Assessed Taxes levied by any governmental authority against Lessor or its employees, its divisions or subsidiaries or their employees, as a result of any lease, sale, delivery, transfer, use, export, import or possession of such product to or by Operator, or otherwise in connection with this Lease. If a claim is made against Lessor for any such Assessed Taxes, Lessor will immediately notify Operator and, if requested by Operator, Lessor will not pay except under protest, and if payment be made, will use all reasonable effort to obtain a refund thereof. If all or any part of any such Assessed Taxes is refunded, Lessor will repay to Operator such part thereof, as Operator will have paid. Operator will pay to Lessor upon demand all costs (including penalties and interest) incurred by Lessor in protesting payment and in endeavoring to obtain such refund at the request of Operator. Nothing in the foregoing obligates Lessor to pay any Assessed Taxes.
- 18.2.** Tax gross-up. If Operator is required by applicable law to make any deductions or withholdings from any payments due under this Lease, including any associated penalties and interest ("Tax Deduction"), then:
- 18.2.1.** Operator will increase the amount of any affected payment such that Lessor will receive a net amount (after the Tax Deduction) as if no Tax Deduction had been required;
- 18.2.2.** Operator will make the minimum Tax Deduction allowed by applicable law, and will make any payment required in connection with it within the time required; and
- 18.2.3.** Operator will deliver to Lessor an official receipt for, or other satisfactory official confirmation of, the Tax Deduction or any related payment to the relevant taxing authority.

## 19. GOVERNING LAW

This Agreement and any dispute or legal claims arising from it will be subject to and interpreted and construed in accordance with the laws of the State of New York excluding its conflict of law rules. The parties expressly and irrevocably submit to the jurisdiction of the United States District Court for the Southern District of New York and to the Supreme Court of the State of New York located in New York County, New York, in any suit, action or proceeding brought by either party under this Lease and any matter related thereto. Lessor and Operator each hereby waives its right to a jury trial for any claim, cause of action or proceeding based upon or arising from this Lease. If Lessor requests that Operator designate an agent for service of process under this Lease, Operator will deliver a letter confirming that designation to Lessor within 15 calendar days of such request.

## 20. IMPORTING AND EXPORTING THE LEASED ENGINE

If the Leased Engine needs to be exported or imported in connection with this Lease: (i) Operator will act as exporter and importer of record responsible for obtaining and maintaining all associated governmental licenses, authorizations and approvals; and (ii) Lessor will furnish reasonably requested information required in connection with Operator's obligations under Section 20(i).

## 21. REPRESENTATIONS AND WARRANTIES

- 21.1.** Operator's obligations under this Lease are absolute and unconditional. They will not be reduced or otherwise affected by any act, event, defense, contingency or circumstance whatsoever.
- 21.2.** Operator shall indemnify and hold harmless Lessor for and against any and all liabilities, judgments, costs, losses or expenses ("Losses") resulting from any acts, errors or omissions of the Operator (including its employees, representatives, contractors and agents) during the Lease Period, including without limitation any Losses resulting from:
- 21.2.1.** A breach of any of Operator's obligations under this Lease;
- 21.2.2.** The use, operation, control, condition, possession, redelivery, or sub-leasing of the Leased Engine;
- 21.2.3.** Any line maintenance, services, repairs, inspections or modifications performed on the Leased Engine or on any component or part thereof; or
- 21.2.4.** Any act or omission that invalidates or voids any of the Insurances required in Section 8.

## 22. CONDITIONS PRECEDENT

Lessor's obligations under this Lease are conditional on satisfaction, within 10 calendar days from the execution of this Lease by the Operator, of all of the following conditions precedent:

- 22.1.** The insurance documentation required by Section 8; and
- 22.2.** ~~Payment of the Lease Fees, as contemplated by Section 3; and~~ Intentionally left blank;
- 22.3.** No event or circumstance that constitutes, or with the fulfillment of conditions or passage of time would constitute, an Event of Default under the Lease subsists on the beginning of the Lease Period; and
- 22.4.** If required by the Lessor at the time this Lease is entered into, any or all of the following: (i) an executed process agent letter as provided in Section 19; and/or (ii) that all parties having a property or other interest in the Aircraft have executed a Recognition Agreement as provided in Section 13.3.

**23. SECTION 1110**

Operator acknowledges that Lessor has available to it all of the rights of a "lessor" under Section 1110 of the U.S. Bankruptcy Code (11 U.S.C § 1110), with respect to its right to repossess the Leased Engine as provided therein.

**24. MISCELLANEOUS PROVISIONS**

- 24.1. If this Lease is terminated for any reason whatsoever or if it expires, the provisions set forth in Sections 3, 7, 9, 10, 12, 13, 14, 15, 19, 24 and 25 will remain in full force and effect, and will continue to be binding on the Operator beyond such date of termination or expiration.
- 24.2. If any term, condition or provision of this Lease is held or determined by any competent authority to be invalid or unenforceable for any reason, Lessor and Operator will work together in good faith to reform such term, condition or provision to the maximum extent permitted to preserve the original intent of Operator and Lessor, failing which, such term, condition or provision will be severed from this Lease without effect on the remaining terms, conditions and provisions hereof, which will remain in full force and effect. If such severed term, condition or provision materially affects the rights of Lessor, Lessor will have the right to terminate this Lease.
- 24.3. Any amendment to any of the terms or conditions of this Lease must be in writing signed by duly authorized representatives of both parties.
- 24.4. No failure by either party to enforce any provision of this Lease will constitute an ongoing waiver of that or any other provision hereof. No waiver will be binding unless such waiver is in writing and signed by an authorized representative of the party granting such waiver.
- 24.5. Operator may not assign or transfer its rights and/or obligations under this Lease without the prior written consent from Lessor.
- 24.6. Any purchase order from the Operator will be deemed to be issued for administrative purposes only.

**25. ENTIRE AGREEMENT**

This Lease contains the entire agreement between the parties with regard to the subject matter and supersedes, subject to Section 16, all previous agreements or understandings whether oral or in writing.

**Exhibit 1 – Recognition Agreement**

20 August 2015

**Rolls-Royce plc**  
65 Buckingham Gate  
London  
SW1E 6AT  
United Kingdom

Re: **Recognition of Rights/Interest in Engine**

Dear Sir/Madam,

We hold a proprietary interest in Gulfstream GIV bearing manufacturer's serial number 1085 ("**Aircraft**").

We understand that you have leased or are proposing to lease one Tay 611-8 16004 (the "**Engine**") pursuant to the Lease Agreement # RRD-AMC-2015250 dated 20 August 2015 between you and JEGER, LLC ("**Lease**").

In the payment by you of US\$1.00 (one US dollar), the receipt and sufficiency of which is acknowledged, we agree to:

- (i) recognize your creditors' rights and interests in the Engine; and
- (ii) not claim or assert, as against you or your creditors, any right, title or interest in the Engine arising by virtue of the installation of the Engine on the Aircraft.

This letter (Recognition Agreement) will be governed by and construed in accordance with the laws of the State of New York, USA, excluding its conflict of law rules.

Person with proprietary interest in the Aircraft

By: \_\_\_\_\_

Date: \_\_\_\_\_