



JSSI

ECLAIR AVIATION S.R.O.

JSSI0088719

JSSI APU MAINTENANCE PROGRAM CONTRACT

THIS CONTRACT (this "Contract") is entered into as of the Contract Effective Date by and between ECLAIR AVIATION S.R.O., a business entity organized under the laws of the Czech Republic (the "Client"), and JET SUPPORT SERVICES, INC., a Delaware corporation ("JSSI"). All capitalized terms used but not defined in this Contract shall have the meanings ascribed to them in Exhibit B.

CONTRACT INFORMATION

Contract Effective Date April 2, 2023
Original Enrollment Date April 2, 2023
Contract Term 120 months

ASSET INFORMATION

Aircraft Make/Model Gulfstream/ G280
Aircraft Manufacture Date November 20, 2022
Registration No. OK-GTX

APU Make Honeywell
APU Model GTCP36-150[IAI]

ASSET

ASSET	SERIAL NUMBER	ORIGINAL	CURRENT
Airframe	2253	H: 92.9 C: 49	H: 92.9 C: 49
APU	P-362	H: 28.0 C: 58	H: 28.0 C: 58

RATES & FEES (All fees in US Dollars)

APU Annual Fee	\$29,766.00*
APU Hourly Rate.....	\$148.83
Enrollment Fee.....	Waived
PIDS Fee	Waived
	Subsequent Transfer Fee \$2,500.00

MAXIMUM OPERATING HOURS

Maximum APU Hours of Operation per Contract Year..... 200.0

ANTICIPATED AIRCRAFT FLIGHT PROFILE

Flight Hours per Year	700.0	Monthly Equivalent	58.3
Landings per Year.....	350	Monthly Equivalent	29

OEM WARRANTY EXPIRATION

Date March 7, 2028 Hours..... 2500.0

OPERATING CERTIFICATE & GOVERNING AVIATION AUTHORITY

Operating Certificate EASA
Governing Aviation Authority Czech CAA
Tax Exemption No

This Contract consists of this cover page and the following exhibits attached hereto, which are incorporated in and made a part of this Contract:

Exhibit A: JSSI APU Maintenance Program Terms and Conditions
APU Plus Coverage Addendum to Exhibit A
Exhibit B: Defined Terms
Exhibit C: Pro-Rata Allocation

This Contract is executed and delivered by a duly authorized officer of each of Client and JSSI as of the Contract Effective Date.

ECLAIR AVIATION S.R.O.

BY:

PRINTED NAME: MICHAL LABOUTKA

TITLE: Managing Director

JET SUPPORT SERVICES, INC.

DocuSigned by:

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BY:

PRINTED NAME: Julie Bourke

TITLE: Senior Director of Client Services & Contracts, Domestic

* This APU Annual Fee is a warranty rate subject to annual adjustment and upon expiration of the warranty shall revert to the then-current JSSI rate. No such fee shall be applied until the first to occur of 2000.0 Flight Hours or March 7, 2028. JSSI's then-current APU Annual Fee, taking into account the annual adjustments, the warranty period and utilization, shall be applied effective as of such date, and thereafter as set forth in the Contract. For the avoidance of doubt, in the event the Client exceeds the Maximum APU Hours of Operation set forth on the cover page in any Contract year, JSSI shall invoice and the Client shall pay the applicable Overage Charge, as described in Section 4.7.

CONTACTS

CLIENT CONTACTS

CLIENT*

Company Name: Eclair Aviation s.r.o.
 Contact: Michal Laboutka
 Job Title: Managing Director
 Address: Dědinská 893/29
 City, State, Postal Code: 16100 Prague
 Country: Czech Republic
 Cell: +420724772229
 E-mail: michal.laboutka@eclair.aero

REGISTERED OWNER

Company Name: Saleya, a.s.
 Contact: Milan Trněný
 Job Title: Member of the Board
 Address: Vladislavova 1390/17
 City, State, Postal Code: 11000 Prague
 Country: Czech Republic
 Cell:
 E-mail: m.trneny@cpigg.com

OPERATOR*

Company Name: Eclair Aviation s.r.o.
 Contact: Vladislav Ovečka
 Job Title: CAMM/ Technical Manager
 Address: Dědinská 893/29
 City, State, Postal Code: 16100 Prague
 Country: Czech Republic
 Cell: +420777234938
 E-mail: vladislav.ovecka@eclair.aero

MAINTENANCE/ CAMO CONTACT

Company Name: Eclair Aviation s.r.o.
 Contact: Vladislav Ovečka
 Job Title: CAMM/ Technical Manager
 Address: Dědinská 893/29
 City, State, Postal Code: 16100 Prague
 Country: Czech Republic
 Telephone:
 Cell:
 E-mail: +420777234938
 vladislav.ovecka@eclair.aero

ACCOUNTS PAYABLE CONTACT

Company Name: Eclair Aviation s.r.o.
 Contact: Vendula Šemberová
 Job Title: Accounting Assistant
 Address: Dědinská 893/29
 City, State, Postal Code: 16100 Prague
 Country: Czech Republic
 Cell: +420775891461
 E-mail: finance@eclair.aero

BILL TO

Company Name: Eclair Aviation s.r.o.
 Contact: Vendula Šemberová
 Job Title: Accounting Assistant
 Address: Dědinská 893/29
 City, State, Postal Code: 16100 Prague
 Country: Czech Republic
 Cell: +420775891461
 E-mail: finance@eclair.aero

LENDER

Company Name: Raiffeisen – Leasing, s.r.o.
 Contact: Přemysl Beneš
 Job Title: Sales Director
 Address: Hvězdova 1716/2b
 City, State, Postal Code: 14000 Prague
 Country: Czech Republic
 Cell: +420602470488
 E-mail: premysl.benes@rl.cz

AIRCRAFT INSURANCE COMPANY

Company Name: Besso Grimme Insurance Brokers
 Contact: Christian Grimme
 Job Title: Managing Director
 Address: Alstertor 17
 City, State, Postal Code: 20095 Hamburg
 Country: Germany
 Telephone: +4940855998116
 Cell: +491716855724
 E-mail: christian.grimme@bgib.com

* Primary point of contact

JSSI CONTACT **

Company Name: Jet Support Services, Inc.
 Address: 167 North Green Street, Suite 1300
 City, State, Postal Code: Chicago, IL 60607
 Country: USA
 Telephone: +1.312.644.4444

** Log into the JSSI client web portal at www.jetsupport.com for your Technical Services and Client Services Representatives

EXHIBIT A

JSSI APU MAINTENANCE PROGRAM TERMS AND CONDITIONS

Section 1. APU Maintenance Program.

1.1. Scheduled Maintenance.

(a) Scheduled Maintenance covered hereunder shall be performed by an Approved Repair Facility at JSSI's expense for parts and labor, subject to a purchase order issued by JSSI on the Client's behalf, and subject to the Client's Pro Rata share described on Exhibit C. The Client agrees to notify JSSI at least 45 days in advance of Scheduled Maintenance.

(b) Subject to the terms, conditions, and exclusions of this Contract, if the Client elects to perform Scheduled Maintenance in excess of 10%, 100 APU Hours of Operation, 100 APU Cycles, or 6 months, whichever is less, in advance of the Scheduled Maintenance, JSSI may, in its sole discretion, require the Client to pay a portion of the total cost of such Scheduled Maintenance, or adjust any applicable Client Pro Rata accordingly, based upon the time/cycles remaining until the Scheduled Maintenance was scheduled to occur. [For illustrative purposes only: an Inspection has a 4000 hour interval, and the Client elects to comply with the Inspection at 3500 hours. The Client Pro Rata would be calculated as follows: Hours early (500) less the allowable tolerance provided in this section (100) divided by the Inspection interval (4000) resulting in a Client Pro Rata equal to 10%, added to the then-current Client Pro Rata.]

1.2. Unscheduled Maintenance.

(a) Unscheduled Maintenance covered hereunder and necessary to return the APU to service shall be performed by an Approved Repair Facility at JSSI's expense for parts and labor, including the labor hours expended in Troubleshooting up to a maximum of 5 hours. The Client shall be responsible for any additional Troubleshooting hours unless approved in advance by JSSI. Such advance approval shall not be unreasonably withheld.

(b) In the event the Client determines the APU requires Unscheduled Maintenance, the Client shall promptly notify JSSI of the location and condition of the Aircraft. JSSI shall coordinate with the Approved Repair Facility to initiate one or more of the following actions, as it deems appropriate:

- (i) Dispatch appropriate personnel to the specified location;
- (ii) Dispatch a Serviceable Unit to the specified location in exchange for the Unserviceable Unit; or
- (iii) Effect a timely repair of the Unserviceable Unit pursuant to a purchase order issued by JSSI on the Client's behalf whenever practicable.

1.3. Service Bulletins and Airworthiness Directives.

(a) Subject to Section 1.3(d), Service Bulletins designated by the OEM as mandatory or recommended shall be performed in accordance with the OEM requirements at JSSI's expense for parts and labor if the original issue date of any such Service Bulletin is subsequent to the Original Enrollment Date, provided that JSSI shall cover any such Service Bulletin that relates to a Life Limited Component only to the extent of JSSI's Pro Rata set forth on Exhibit C, taking into account any adjustments permitted hereunder. Except as otherwise expressly set forth herein, all other Service Bulletin compliance, including any Service Bulletin designated by the OEM as optional, is at the Client's discretion and sole expense.

(b) Airworthiness Directives not associated with an existing Service Bulletin, issued by the Governing Aviation Authority, shall be performed in accordance with the Governing Aviation Authority requirements at JSSI's expense for parts and labor if the original issue date of any such Airworthiness Directive is subsequent to the Original Enrollment Date.

(c) In the event a Service Bulletin designated by the OEM as mandatory and not previously complied with prior to the Original Enrollment Date is upgraded in status to an Airworthiness Directive subsequent to the Original Enrollment Date, the cost of performing the Airworthiness Directive shall not be paid for by JSSI.

(d) In the event a Service Bulletin designated by the OEM as optional or recommended and not previously complied with prior to the Original Enrollment Date is upgraded in status to a mandatory Service Bulletin or an Airworthiness Directive subsequent to the Original Enrollment Date, JSSI shall pay for that portion of the expense for parts and labor to perform such mandatory Service Bulletin or Airworthiness Directive equal to the elapsed time since the Original Enrollment Date divided by the elapsed time since the Service Bulletin was issued. [For illustrative purposes only: A recommended Service Bulletin is issued in June of 2017. The Original Enrollment Date is January of 2018. The Service Bulletin is upgraded to a mandatory Service Bulletin in June of 2019. The elapsed time since the Original Enrollment Date (18 months) is divided by the elapsed time since the Service Bulletin was issued (24 months), equaling a JSSI Pro Rata of 75% and a Client Pro Rata of 25%.]

1.4. Allocation of Costs Pro Rata. If the Client elects to replace a Component prior to its calendar/cycle/hour expiration or the Governing Aviation Authority or the OEM amends or modifies the calendar/cycle/hour limitations or other requirements applicable to a given APU or Component, JSSI may, in its sole discretion, amend or modify Exhibit C accordingly. In connection with any maintenance hereunder that requires the Client to pay a Pro Rata share, JSSI may, in its sole discretion, require the Client to make a payment or payments in advance, in an amount reasonably estimated by JSSI to be equal to the Client's Pro Rata share. Any parts requiring replacement discovered in the course of Routine Inspections shall be covered in accordance with the applicable Pro Rata, if any.

1.5. Rental APU, Modules and Components. Subject to the specific provisions of this section, and subject to the Client Pro Rata applicable to the Scheduled Maintenance in connection with which a Rental APU, Rental Module, or Rental Component is provided hereunder, JSSI shall pay for the costs to provide a Rental APU, Rental Modules, or Rental Components during Scheduled Maintenance covered hereunder that requires more than 10 business days of downtime and Unscheduled Maintenance covered hereunder that requires more than 5 business days of downtime. In connection with such Rental APU, Rental Module or Rental Component covered hereunder, the Client shall enter into a Rental Agreement with the Approved Repair Facility or other provider, which Rental Agreement shall set forth requirements relating to the use and insurance requirements applicable to such Rental APU, Rental Module or Rental Component. Notwithstanding anything to the contrary herein, JSSI shall not pay for any Rental APU, Rental Module or Rental Component for more than 3 business days after completion of repair and maintenance, and any rental charges incurred subsequent to such 3 business day period shall subject the Client to the Approved Repair Facility's standard rental charges. In the event a Rental APU, Rental Module or Rental Component is provided in connection with any Exclusions, the Client shall be responsible for the Approved Repair Facility's standard rental charges. JSSI has no obligation hereunder to pay any costs in connection with the repair and maintenance of a Rental APU, Rental Module or Rental Component.

1.6. Removed Hardware and Components. All Nonconsumable Hardware and Components that are removed and replaced during APU maintenance or repair hereunder shall be the property of JSSI and may not be destroyed or removed from the Approved Repair Facility without the prior written consent of JSSI.

1.7. Replacement Components. Components installed hereunder shall not necessarily be new. Unless approved by JSSI in advance in writing,

JSSI will only pay for the Component requiring replacement, not the entire or upgraded Assembly.

1.8. No Conversion or Upgrade. Nothing set forth herein shall be deemed to provide for the conversion or upgrade of any APU to a later or improved model or for the replacement of Serviceable Components in response to design changes or regulatory changes after manufacture of the APU.

1.9. Exclusions. Notwithstanding anything to the contrary contained herein, JSSI shall not be responsible for the following costs:

(a) To remedy or repair any loss or damage in any way attributable to Abuse of the Aircraft and/or APU or as a result of fluid and/or system contamination;

(b) Any costs incurred in connection with a "no fault found" event;

(c) To remedy or repair any loss or damage incurred while the APU is under the control of the Approved Repair Facility;

(d) Items in need of repair to the extent covered by insurance or applicable warranty (whether or not a claim is filed);

(e) All tooling and equipment rental costs, Consumable Hardware, shop supplies and consumables, including fuels, lubricants, fluids and gases;

(f) All freight charges (whether relating to the APU or any Rental APU, Rental Module, or Rental Component), and any loss or damage incurred while in transit;

(g) All taxes, environmental fees, restocking fees, duties and import tariffs applicable to the repair, maintenance, sale, use, delivery or transportation of the APU and/or Components or to the services provided hereunder;

(h) All repair logistics expenses related to on-site maintenance activities, including travel and out-of-pocket expenses, mobile repair units, personnel and equipment charges, and any charges for overtime, night work, work on public holidays, call-out charges and premium fees unless otherwise agreed to in writing;

(i) Any labor costs incurred in connection with Routine Inspections;

(j) Expenses for test flights and Aircraft ferry flights for Scheduled Maintenance or Unscheduled Maintenance;

(k) Additional maintenance required by the Governing Aviation Authority as a result of regulations relating to charter or any other revenue-generating operations that require increased maintenance;

(l) To remedy or repair any loss or damage attributable to any external causes whatsoever, including fire, extinguishing of fire, accident, Lightning Strikes, explosion, impact or collision, Foreign Object Damage, Total Particulate Matter and aerosols, Erosion other than Hot Gas Erosion, burglary, theft, or natural catastrophe or any consequence of war, terrorism, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lock-out, labor disruption, civil unrest, military or usurped power, conspiracy, confiscation, commandeering, requisition or destruction of or damage to property by order of any government or any public authority; and

(m) Except as otherwise specifically set forth herein, any costs arising in connection with a discretionary or optional Inspection (including inspections associated with the potential sale, transfer, export or import of the Aircraft), and any costs to remedy or repair discrepancies identified by such inspection.

1.10. APU Exceedance Testing. The Client acknowledges and agrees that the APU may be tested at JSSI's discretion by an Approved Repair Facility in accordance with generally accepted practices to determine if any Exceedance of the OEM's APU parameters has occurred.

1.11. Missing Components. The Client shall be responsible for the costs to replace any Component that is missing from an APU covered hereunder. In addition, the Client shall be responsible for the costs to recertify any Component missing its document of certification or missing its data tag or plate.

1.12. Limitation of Liability. Specific Exclusions and Disclaimer of Warranty. The Client acknowledges and agrees that:

(a) All repair and maintenance work performed under this Contract will be performed by an Approved Repair Facility and not by JSSI. The Approved Repair Facility, when performing services for the Client in accordance with this Contract, shall be doing so as an independent contractor and shall in no case be considered an agent of JSSI.

(b) JSSI will use commercially reasonable efforts to resolve any reasonable disputes between the Client and the Approved Repair Facility but does not warrant or guarantee the work of any Approved Repair Facility in any respect. All warranties for repair and maintenance work performed shall be provided directly to the Client by the Approved Repair Facility providing such services. JSSI hereby assigns to the Client any and all warranties, if any, that an Approved Repair Facility may provide to JSSI in connection with providing such services.

(c) JSSI AND ITS AFFILIATES MAKE NO WARRANTY OR REPRESENTATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, TO THE CLIENT IN CONNECTION WITH ANY REPAIR AND MAINTENANCE WORK PERFORMED BY AN APPROVED REPAIR FACILITY, WHETHER ARISING UNDER THIS CONTRACT OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(d) JSSI AND ITS AFFILIATES SHALL HAVE NO LIABILITY WHATSOEVER TO THE CLIENT FOR DAMAGES OF ANY KIND IN ANY WAY RELATING TO THE PERFORMANCE OF ANY REPAIR AND MAINTENANCE WORK BY AN APPROVED REPAIR FACILITY OR ANY OTHER SERVICE PROVIDED BY THIRD PARTIES IN CONNECTION WITH THIS CONTRACT, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE. IN NO EVENT SHALL JSSI OR ANY OF ITS AFFILIATES BE LIABLE TO THE CLIENT FOR ANY LOST PROFITS OR SAVINGS, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF REVENUE, LOSS OF USE OR MONEY, LOSS OF OPPORTUNITY OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL OR PUNITIVE DAMAGES (WHETHER OR NOT ALSO CONSTITUTING ONE OF THE FOREGOING SPECIFIC TYPES OF LOSS).

1.13. Coverage of APU. This Contract provides coverage for only the APU identified on the cover page while the APU is installed on the Aircraft identified on the cover page.

1.14. Authorized Maintenance Performed by the Client. To the extent the Client is authorized by the Governing Aviation Authority and/or the applicable OEM to perform Scheduled Maintenance or Unscheduled Maintenance, then the Client may perform Scheduled or Unscheduled Maintenance covered hereunder following expiration of any applicable OEM warranty period and subject to JSSI's prior written consent. The Client must deliver to JSSI a completed reimbursement request form and any other documentation reasonably requested by JSSI for such maintenance within 45 days of the labor performed, and JSSI shall reimburse the Client in accordance with this Contract.

1.15. Prices for Parts and Labor. Notwithstanding anything to the contrary set forth herein, JSSI shall not be required to pay a price for any (a) Component hereunder which exceeds the then-current OEM retail rates, as listed in the OEM parts catalog, (b) Component or labor hereunder which exceeds any favorable pricing and terms offered by the OEM in connection with any campaign program; (c) Component that exceeds any price provided to the Client by the Component provider (in connection with a Component sourced by JSSI or the Client with respect to a maintenance event covered hereunder) or 110% of the price paid to the Component provider (in connection with a Component furnished by the Client from its inventory), whichever is less; or (d) labor hereunder which exceeds reasonable labor rates in the region in which such labor was performed. In the event that a Serviceable part is reasonably available and permitted to be installed in accordance with the applicable Manuals, but a new part is installed for any reason, then JSSI shall only be obligated to pay an amount up to the cost for such Serviceable part, and the Client will be solely responsible for all costs in excess thereof.

1.16. Warranty Maintenance. Unless otherwise agreed to by the parties in writing, all warranty maintenance shall be completed by an Approved Repair Facility authorized to perform warranty maintenance and

accepted by JSSI. The Client shall cause to be performed all maintenance reasonably required to be performed prior to expiration of the applicable warranty period.

1.17. Removal and Replacement of the APU. The Client shall pay all costs for removal and replacement of the APU, regardless of the reason for removal.

1.18. Technical Advisor. JSSI shall provide technical support in connection with maintenance covered hereunder.

1.19. Discretionary Inspections. In the event the Client authorizes or performs any Inspection that is not required by the applicable Manuals or that does not result from a malfunction during operation, the Client shall give JSSI reasonable prior notice. Following JSSI's receipt and review of the applicable Inspection report, JSSI will in its discretion identify items to be covered by JSSI that constitute normal wear and tear or APU damage that would otherwise be covered under the Contract and that must be repaired in order to return the APU to service, in each case subject to the conditions, limitations and exclusions set forth herein.

Section 2. Obligations of Client.

2.1. Operation and Maintenance.

(a) The Client authorizes JSSI to have reasonable access to the Aircraft, including records relating thereto, in connection with any maintenance covered hereunder.

(b) Throughout the term hereof, the Client shall operate and maintain the Aircraft and the APU in accordance with the applicable Manuals, and shall keep the Aircraft in an airworthy condition, including with respect to the timely performance of maintenance, regardless of whether such maintenance is covered hereunder. JSSI reserves the right to determine, in good faith, utilizing the Client's trend monitoring data as described in Section 2.1(f) and the information specified in Section 2.2 hereof, whether the Client's operation of the Aircraft and the APU is in accordance with the applicable Manuals.

(c) The Client shall not operate the Aircraft and APU for any Unusual Purposes.

(d) The Client warrants to the best of its knowledge that any known or suspected Exclusion or damage to the Aircraft or APU has been reported to JSSI. The Client agrees to promptly report to JSSI any Exclusion or damage to the Aircraft or APU.

(e) The Client agrees to maintain a policy of insurance insuring the replacement value of the hull of the Aircraft and agrees to file a claim with its insurance company for any costs covered under such insurance prior to seeking payment by JSSI. The Client further agrees to provide JSSI with a certificate of insurance evidencing such insurance, if requested by JSSI.

(f) The Client agrees to comply with an oil analysis program and/or APU trend monitoring program if required by the OEM or JSSI. The Client shall submit APU oil samples and filter elements, as applicable, for analysis to JSSI's approved laboratories. Such oil samples shall be required at intervals as specified by the OEM. An oil analysis kit, replacement oil analysis kits as needed, the costs incurred for analysis and the costs incurred for APU trend monitoring shall be paid for by JSSI only if required by the OEM or JSSI.

(g) The Client shall return each Component replaced hereunder (a "Core") to the Approved Repair Facility or other provider of the replacement Component in accordance with such provider's written requirements. JSSI shall not be responsible for the payment of any late fees assessed due to the Client's failure to timely return a Core. JSSI shall invoice the Client for the full retail price of any Core not returned in accordance with this section.

2.2. Records. The Client warrants that the Aircraft and APU logbooks and records currently contain, and shall continue to contain, accurate entry of all operating times and landings/cycles, operating events, preservation activities undertaken and any modifications, repairs or maintenance required to be recorded for the purposes of this Contract and by the Governing Aviation Authority, the OEM or as required by law. Such information shall be promptly furnished to JSSI upon the request of JSSI. In addition, the Client shall provide JSSI reasonable access to any maintenance tracking system utilized by the Client by completing JSSI's then-current maintenance access form. During Scheduled

Maintenance and Unscheduled Maintenance, the Client agrees to ship all logbooks and any other pertinent operating records, if required, with the Aircraft and APU to the Approved Repair Facility designated to perform the specified maintenance. The Client further agrees to provide JSSI with all information reasonably required by JSSI for the performance of its duties hereunder.

2.3. Cooperation. It is the Client's intention that maintenance decisions for the APU shall be based upon a reasonably prudent standard in light of the age, condition, utilization and/or life expectancy of the Aircraft and/or APU, regardless of who bears the cost of such maintenance under the Contract. In furtherance of the foregoing, the Client agrees to reasonably cooperate with JSSI in order to prevent or mitigate the cost of maintenance covered hereunder.

2.4. Compliance with Laws. The Client agrees that it shall comply with all laws and regulations which may be applicable to this Contract (or any other written agreement between the Client and JSSI and its affiliates), including the U.S. Treasury Office of Foreign Asset Control ("OFAC"), the U.S. International Traffic in Arms Regulations, the U.S. Export Administration Regulations, and anti-boycott regulations. JSSI and its affiliates shall not be required to perform, or cause to be performed, any obligation that would result in a breach of any such laws or regulations. In furtherance of the foregoing, the Client represents and warrants that neither it, nor any of its direct or indirect affiliates or beneficial owners, is listed on the U.S. Treasury OFAC Specially Designated Nationals List (SDN), or any similar governmental list promulgated by a governmental agency. In the event the Client (or any affiliate or beneficial owner) becomes so listed at any time this Contract is in effect, the Client will promptly notify JSSI.

Section 3. Transfer, Termination and Continuation of Service.

3.1. Term; Renewal. Subject to Section 4.1, the term of this Contract shall commence on the Contract Effective Date and shall expire at the end of the Contract Term set forth on the cover page. Except in accordance with the specific provisions of this Section 3, this Contract is non-cancellable by either party. At the conclusion of such term, a renewal contract subject to the then-current JSSI terms and conditions may be issued to the Client as mutually agreed by the parties, with such agreement not to be unreasonably withheld, conditioned or delayed. At the time of the issuance of such renewal contract, the Client must be in compliance with all terms and conditions of this Contract, including payment of any Overage Charge. The beginning Account Balance under any renewal term shall be equal to the amount of the Account Balance at the conclusion of the preceding term.

3.2. Transfer of Aircraft to Affiliate. In the event the Client determines to transfer the Aircraft to an Affiliate during the term of this Contract, the Client shall provide written notice to JSSI at least 10 days prior to the date of such transfer. Such notice shall include the name and address of the Affiliate, the intended use of the Aircraft, the country and climate in which the Affiliate intends to operate the Aircraft, and any other information reasonably requested by JSSI. If the Client is in full compliance with the terms and conditions of this Contract at the time of the proposed assignment, and the Affiliate's creditworthiness is acceptable to JSSI, then JSSI, the Client, and the Affiliate shall take all reasonable steps to arrange for the assignment and assumption of all rights and obligations of the Client under this Contract to such Affiliate. Notwithstanding the foregoing, in the event the Client assigns its rights and obligations hereunder to an Affiliate as provided in this section, and such Affiliate intends to utilize the Aircraft in a manner or in a geographical climate or region, which warrants an adjustment to the APU Annual Fee, JSSI shall have the right to make an appropriate adjustment to the APU Annual Fee. The Account Balance under this Contract after such assignment shall be the same as the amount of such Account Balance immediately prior to such assignment.

3.3. Sale of Aircraft with the Program. In the event the Client determines to sell the Aircraft with the Program during the term of this Contract, the Client shall provide written notice to JSSI at least 10 days prior to the date of the closing of such sale. Such notice shall indicate a sale with the Program and shall include the name and address of the Purchaser, the estimated Aircraft and APU Hours of Operation and APU Cycles as of the closing date, and any other information reasonably requested by JSSI. The Client shall update such information in connection with such sale. If the Client is in full compliance with the terms and conditions of this Contract at the time of sale, the Purchaser's creditworthiness is acceptable to JSSI, JSSI shall offer the Purchaser a

Program contract to maintain enrollment in the Program subject to the then-current JSSI terms and conditions. Such new contract shall be entered into on or before the closing date of such sale. The beginning Account Balance under such new contract shall be equal to the amount of the Account Balance at the conclusion of this Contract. In addition, this Contract shall be terminated, and the parties shall have no further obligations under this Contract, subject to Section 3.11.

3.4. Sale of Aircraft without the Program. In the event of a sale of the Aircraft without the Program to a Purchaser (which Purchaser shall not be an Affiliate of the Client) during the term of this Contract, the Client shall provide written notice to JSSI at least 10 days prior to the date of closing of such sale. Such notice shall indicate a sale without the Program and shall include the name and address of the Purchaser, the estimated Aircraft and APU Hours of Operation and APU Cycles as of the closing date, and any other information reasonably requested by JSSI. The Client shall update such information in connection with such sale. JSSI shall thereafter consent to termination of this Contract, subject to Section 3.11.

3.5. Early Termination; Certain Circumstances. In the event the Aircraft is damaged beyond economical repair or becomes unrecoverable because of theft, the Client shall provide written notice to JSSI describing such damage or theft within 5 days following the occurrence of such event. The liability of the parties in further performance of this Contract shall be terminated effective as of the date of such damage or theft, subject to Section 3.11.

3.6. Early Termination; Client's Failure to Pay; Failure to Perform. In the event the Client fails to pay any amounts due and owing hereunder or under any other written agreement between the Client and JSSI (or its affiliates) within 30 days of the applicable due date, or in the event the Client fails to perform any of its other obligations hereunder or under any other written agreement between the Client and JSSI (or its affiliates) and after written notice of such failure to perform and the passage of a 30-day period such failure to perform persists, then, in addition to any other rights set forth herein, JSSI shall have the right to terminate this Contract upon written notice thereof to the Client, subject to Section 3.11.

3.7. Early Termination; Falsification, Misrepresentation or Withholding of Data. In the event the Client falsifies, misrepresents or withholds any data required to be maintained or submitted to JSSI or any Approved Repair Facility pursuant to this Contract or pursuant to any other written agreement between the Client and JSSI (or its affiliates), JSSI shall thereafter have the right to terminate this Contract by providing written notice thereof to the Client and the liability of the parties in further performance of this Contract shall be terminated effective as of the date of the Client's receipt of such notice, subject to Section 3.11.

3.8. Early Termination; Insolvency; Bankruptcy. If the Client is or becomes insolvent or generally fails to pay, or admits in writing its inability to pay, debt owed as it becomes due, or if the Client applies for, consents to or acquiesces in the appointment of a trustee, receiver or other custodian for the Client or any of its property, or makes a general assignment for the benefit of creditors, or, in the absence of such application, consent or acquiescence, a trustee, receiver or other custodian is appointed for the Client or for a substantial part of the Client's property and is not discharged within 60 days, or any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law is commenced in respect of the Client, and if such case or proceeding is not commenced by the Client, it is consented to or acquiesced in by the Client or remains for 60 days undismissed, or any proceeding shall be instituted by or against the Client for its liquidation or dissolution or the Client's business shall terminate for any reason, or the Client takes any action to authorize, or in the furtherance of, any of the foregoing, JSSI shall have the right to terminate this Contract by providing written notice thereof to the Client and the liability of the parties in further performance of this Contract shall be terminated effective as of the date of the Client's receipt of such notice, subject to Section 3.11.

3.9. Early Termination; Repossession. In the event that during the term hereof the Aircraft is repossessed or seized by a lender, lessor, or other third party, the parties hereto shall have no further obligations hereunder, subject to Section 3.11.

3.10. Credit Towards Replacement Aircraft. In the event this Contract is terminated pursuant to Section 3.4 or Section 3.5, if the Client is in

compliance with all terms and conditions of this Contract and any other written agreement between the Client and JSSI (or its affiliates), the Client shall have the rights set forth in this Section 3.10. If the Client elects to enroll a Replacement Aircraft in the Program and enters into a new contract covering such Replacement Aircraft, the Client shall be eligible for a one-time application of the amount of the Credit under this Contract, against either (a) the amount of the Pro Rata Reduction Fee, if any, due under the new contract for the Replacement Aircraft if the Replacement Aircraft is an In-Service Aircraft; or (b) the amount of monthly flight hour payments due under such new contract if the Replacement Aircraft is a New Aircraft. The Client's rights under this Section 3.10 shall expire in the event that the Client does not enter into a new contract for a Replacement Aircraft within 36 months from the date of the termination of this Contract pursuant to either Section 3.4 or Section 3.5, as applicable. Once applied, the Credit will be deemed to have been used and shall not be included in the account balance relating to such Replacement Aircraft.

3.11. Effect of Termination. In the event the Contract is terminated for any reason, the Client shall: (a) deliver to JSSI reasonable evidence of the basis for early termination, if applicable; (b) deliver to JSSI the APU Hours of Operation as of the termination date, and any other information reasonably requested by JSSI in order to establish the Client's liabilities accrued under this Contract; (c) immediately pay all amounts due and owing by the Client through the date of such termination or expiration; (d) return all equipment on loan to the Client hereunder, to the extent possible. JSSI's obligation to provide Program coverage for the APU shall terminate upon such termination, and the Client shall have no right to any amount previously paid to JSSI. For the avoidance of doubt, the Client shall have no right to any rebate, refund, or reimbursement except to the extent otherwise expressly set forth herein.

Section 4. Fees and Other Charges.

4.1. Contract Effectiveness. JSSI shall have no obligations hereunder unless and until this Contract is executed and delivered by both parties, all Initial Fees, as specified on the cover page, are paid, the Pre-Induction Diagnostics Survey has been completed and the Aircraft has been accepted by JSSI.

4.2. APU Annual Fee. Upon the commencement of this Contract and on the anniversary date of this Contract for each year thereafter, the Client shall pay to JSSI, as a service charge for the benefits provided herein, an established APU Annual Fee.

Not later than the 5th day of each month, the Client shall submit a report on-line using the JSSI website, providing accurate operational information including the Aircraft total time and landings and APU Operating Time and cycles for the APU or any Rental APU, as applicable, during the immediately preceding month. In the event the Client operates the APU in excess of the Maximum APU Hours of Operation per Contract Year as described on the cover page in any Contract year, JSSI shall invoice, and the Client shall pay, for such overage as described in Section 4.7.

On the anniversary date of this Contract each year, JSSI shall be entitled to adjust its charges to the Client, establishing the new APU Annual Fee and APU Hourly Rate for the following 12-month period. Such adjustment will be calculated based on the increase in labor and parts cost. JSSI shall also be entitled to adjust the APU Annual Fee and APU Hourly Rate to the then-current JSSI rate following the expiration of the APU warranty and upon completion of the first Overhaul.

4.3. Payment of Invoices. The Client shall pay any invoice issued hereunder within 10 days of the date of the invoice, unless otherwise indicated on the invoice.

4.4. Payments in U.S. Dollars. All payments hereunder shall be made in U.S. dollars, payable subject to JSSI's standard payment policies and procedures as in effect from time to time. Prepayment may be made without penalty. In the event the Client fails to make any 3 payments when due hereunder, JSSI shall have the right to require the Client to make all future payments hereunder by prepayment, automatic debit or credit card.

4.5. Late Charges and Other Rights. In the event the Client fails to make any payment when due hereunder or under any other written agreement between the Client and JSSI (or its affiliates), whether relating to payment of an invoice for the Client's Pro Rata share of repair or maintenance or relating to payment of the APU Annual Fee

hereunder, and such payment remains unpaid for a period of at least 30 days after the due date of the invoice, all services provided hereunder may be suspended, and JSSI shall also have the right to assess a late charge on the outstanding invoice amount at a rate of 18% per annum, assessed monthly, from the date of the invoice to the date such invoice is paid. In the event the Client fails to submit any monthly APU Operating Time report when due hereunder or under any other written agreement between the Client and JSSI (or its affiliates), all services provided hereunder may be suspended until such report is received. In the event such monthly report remains unsubmitted for a period of 30 days after the end of the applicable month, JSSI shall also have the right to assess a late charge at a rate of 18% per annum times the APU Annual Fee times one-twelfth. In addition, the Client hereby grants to JSSI the right to file liens against the Aircraft and/or APU in order to enforce JSSI's right to collect any past-due amounts owed by the Client hereunder (which shall include the right to file a UCC-1 and similar statements). The Client agrees to notify JSSI in writing of any invoiced amount disputed by the Client by providing written notice thereof, setting forth the amount and basis of such dispute, within 30 days of the invoice date, and the Client shall be deemed to have waived such dispute unless such notice is timely provided.

4.6. **Tax Exempt Status.** If the Client is tax-exempt, the Client must provide to JSSI written evidence of its tax-exempt status issued by one or more taxing authorities upon execution of this Contract and upon any renewal of or change to such tax-exempt status. If the Client fails to provide current evidence of tax-exempt status to JSSI, JSSI will be unable to obtain tax-exempt treatment on behalf of the Client with respect to repair and maintenance costs covered hereunder and shall invoice the Client directly for any taxes actually assessed.

4.7. **Overage Charge.** The Client agrees to pay an overage charge calculated by multiplying the applicable APU Hourly Rate times that number of APU Hours of Operation in excess of the Maximum APU Hours of Operation per Contract Year identified on the cover page in any Contract year ("Overage Charge"). At the conclusion of each Contract year and upon receipt of the monthly on-line report described in Section 4.2, JSSI shall be entitled to invoice the Client and the Client shall pay any applicable Overage Charge. Notwithstanding the foregoing, in the event this Contract is terminated for any reason prior to the expiration of the Contract Term set forth on the cover page, the Client shall be required to pay for that number of APU Hours of Operation in excess of the Maximum APU Hours of Operation Per Contract Year identified on the cover page allocable to the portion of the term of the Contract through the date of the termination.

4.8. **Litigation Expenses.** If a judgment is rendered in favor of a party hereto in connection with a breach or threatened breach of this Contract by the other party, the prevailing party shall be entitled to recover its reasonable litigation expenses, including attorneys' fees.

4.9. **Transfer Fee.** In the event of a sale of the Aircraft, as described in Section 3.3, resulting in the execution of a new contract with the Purchaser, a Transfer Fee shall be due and payable to JSSI as set forth on the cover page.

Section 5. General Provisions.

5.1. **Entire Agreement.** This Contract constitutes the entire agreement of the parties hereto concerning the subject matter hereof and supersedes all prior and contemporaneous agreements between the parties. No modification of this Contract shall have any force or effect unless the same is in writing and duly executed by each of the parties hereto. The Exhibits attached hereto are hereby incorporated by reference in, and made a part of, this Contract. Neither party hereto has relied on any statement, representation or warranty, written or oral, made by the other party, except to the extent expressly set forth herein.

5.2. **Notices.** All invoices shall be effective when posted to the JSSI client web portal at www.jetsupport.com, or such other system as JSSI may reasonably provide. All other notices shall be delivered (a) via e-mail to the e-mail addresses designated by a party from time to time, (b) in person, (c) by courier service, or (d) 3 days after deposit in first class certified mail, postage prepaid, return receipt requested, addressed as set forth in this Contract or such other address as either party hereto shall designate to the other in conformity with the foregoing.

5.3. **Governing Law.** This Contract shall be governed by, and construed in accordance with, the laws of the State of Illinois, without regard to its conflicts of laws principles. The United Nations Convention on Contracts

for the International Sale of Goods shall not be applicable to the Parties' rights or obligations under this Contract. To the extent that the Client or any of its property becomes entitled at any time to any immunity on the grounds of sovereignty or otherwise for any legal action, suit, or proceeding of any nature, the Client hereby irrevocably waives the application of immunity, and particularly the U.S. Foreign Sovereign Immunities Act, 28 U.S.C. 1602, et. seq. insofar as such immunity relates to the Client's rights and obligations in connection with this Contract.

5.4. **Waiver; Remedies.** No delay on the part of any party in exercising any right shall operate as a waiver thereof, nor shall any waiver of any right operate as a waiver of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that the parties otherwise may have at law, in equity or both.

5.5. **Beneficiaries of Contract.** The rights and obligations contained in this Contract are provided for the exclusive benefit of the parties hereto and shall not benefit, and do not benefit, any third parties.

5.6. **Force Majeure.** Neither party shall be liable for any failure or delay in the performance or fulfillment of any of its duties or obligations hereunder, directly resulting from any cause or circumstance beyond its control, including acts of nature, applicable laws, regulations, orders or restrictions, war, war-like conditions, hostilities, terrorism or civil insurrection, mobilization, blockade, embargo or other transportation delay, detention, revolution, riot, looting, strike, lockout or other labor dispute, shortage of labor, inability to secure parts, materials, supplies or services at reasonable prices or because of shortages thereof, epidemic, fire or flood; provided, that (a) any such force majeure event shall not relieve a party from the obligation to pay in a timely manner any payment which accrued prior to the occurrence of such event, (b) the burden of demonstrating force majeure shall be on the party seeking to have its performance suspended (the "Non-Performing Party"), (c) the Non-Performing Party must give prompt written notice to the other party of the occurrence of such event prior to its nonperformance, (d) the Non-Performing Party shall use commercially reasonable efforts to resolve the event or otherwise recommence performance as soon as reasonably possible, and (e) during the Non-Performing Party's period of non-performance, the other party may also suspend its own performance hereunder. For the avoidance of doubt, the occurrence of a force majeure event (i) must have a direct and substantial impact on the Non-Performing Party's obligations under this Contract, (ii) does not by itself, without a reasonable causal connection to the Non-Performing Party's claim of excused performance, excuse performance under this Contract, and (iii) does not give the Non-Performing Party a right to terminate the Contract.

5.7. **Binding Effect; Assignment.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Contract may not be assigned by the Client without the prior written consent of JSSI. JSSI shall be entitled to assign some or all of its rights and remedies hereunder without notice or prior consent of the Client.

5.8. **Severability.** Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be valid under applicable law. However, notwithstanding anything contained in this Contract to the contrary, if any provision of this Contract shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Contract.

5.9. **Waiver of Jury Trial.** EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS CONTRACT OR ANY OTHER DOCUMENT OR INSTRUMENT DELIVERED TO THE OTHER AS OF THE DATE HEREOF, PRIOR THERETO OR THEREAFTER, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF THE PARTIES HERETO. EACH OF THE PARTIES ACKNOWLEDGES AND AGREES THAT IT HAS RECEIVED FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION AND THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR SUCH PARTY ENTERING INTO THIS CONTRACT.

5.10. Forum Choice and Venue. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREES THAT ANY ACTIONS OR PROCEEDINGS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, RELATED TO OR FROM THIS CONTRACT SHALL BE LITIGATED EXCLUSIVELY IN FEDERAL OR STATE COURTS HAVING SITUS WITHIN THE UNITED STATES OF AMERICA, STATE OF ILLINOIS, COUNTY OF COOK. EACH OF THE PARTIES HEREBY IRREVOCABLY CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN SUCH COUNTY. EACH OF THE PARTIES HEREBY WAIVES ANY RIGHT EITHER OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST IT OR BROUGHT BY IT IN ACCORDANCE WITH THIS SECTION. EACH OF THE PARTIES ACKNOWLEDGES AND AGREES THAT IT HAS RECEIVED FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION AND THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR SUCH PARTY ENTERING INTO THIS CONTRACT.

5.11. Interpretation.

(a) The titles of the sections have been inserted as a matter of convenience and reference only, and shall not control or affect the meaning, interpretation or construction of this Contract.

(b) The words "hereof," "herein" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Contract as a whole and not to any particular provision of this Contract, and article, section, paragraph and exhibit references are to the articles, sections, paragraphs and exhibits of this Contract unless otherwise

specified. Whenever the words "include," "includes" or "including" are used in this Contract they shall be deemed to be followed by the words "without limitation." The words describing the singular number shall include the plural and vice versa, and words denoting any gender shall include all genders and words denoting natural persons shall include corporations and partnerships and vice versa. The phrases "the date of this Contract," "the date hereof" and terms of similar import, unless the context otherwise requires, shall be deemed to refer to the date first written in the preamble of this Contract.

(c) The parties have participated jointly in the negotiation and drafting of this Contract. In the event an ambiguity or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Contract.

(d) This Contract is written in the English language. Any translation is for reference only and shall not be deemed binding on the parties.

5.12. Counterparts. This Contract may be executed and delivered in any number of counterparts, each of which shall be considered an original and all of which, collectively, shall constitute a single agreement. The delivery of a facsimile or other electronic signature will constitute execution by such signatory.

5.13. Essence of Time. The Client and JSSI agree that time is of the essence hereof.



JSSI

ECLAIR AVIATION S.R.O. JSSI0088719

APU PLUS COVERAGE

ADDENDUM TO EXHIBIT A

THIS APU PLUS COVERAGE ADDENDUM (this "Addendum") is hereby attached to Exhibit A – JSSI APU Maintenance Program Terms and Conditions.

Notwithstanding anything to the contrary set forth in Exhibit A, the Contract shall provide for the following additional coverage, effective as of the Contract Effective Date:

1. Removal and Replacement of the APU. Subject to the Client Pro Rata set forth on Exhibit C, JSSI shall pay the labor and parts costs for removal and replacement of the APU in connection with any Scheduled Maintenance covered hereunder. In the event APU removal and replacement is required in connection with Unscheduled Maintenance covered hereunder, the labor and parts costs for removal and replacement of the APU shall be at JSSI's expense.

2. Freight Charges and Logistical Support.

(a) In connection with maintenance covered hereunder for which freight is required, JSSI shall pay for freight charges for standard shipping (without insurance) in connection with the shipping of the APU (excluding express, priority or other expedited services); provided, that JSSI shall be entitled to charge to the Client, and the Client shall pay, the Client Pro Rata share allocable to the Scheduled Maintenance; provided further that, in connection with an AOG event covered hereunder, JSSI may reasonably determine to pay for expedited shipping (excluding counter-to-counter). For the avoidance of doubt, JSSI shall not be responsible for insurance, or any loss or damage to the APU and/or Components incurred while in transit.

(b) In addition, JSSI shall pay the on-site repair and maintenance personnel costs incurred in connection with an Unscheduled Maintenance covered under the Contract when the Aircraft cannot be flown to an Approved Repair Facility in accordance with the applicable flight manual and minimum equipment list.

3. Routine Inspections. All labor costs in connection with Routine Inspections shall be performed at JSSI's expense. Any parts requiring replacement discovered in the course of Routine Inspections shall be covered in accordance with applicable Pro Rata, if any.

The APU Annual Fee set forth on the cover page includes the pricing for this Addendum.

A handwritten signature in blue ink, appearing to read 'C' or 'John'.

EXHIBIT B

DEFINED TERMS

The following words and phrases when used in the Contract shall have the respective meanings set forth below. Please note that this Exhibit B constitutes a glossary of useful terms, and not all terms, or every portion of each term defined herein, are incorporated in the Contract. For the avoidance of doubt, and notwithstanding anything to the contrary set forth herein, an Engine contract will be deemed to apply only to an Engine or Component thereof, an Airframe contract will be deemed to apply only to an Airframe or Component thereof, and an APU contract will be deemed to apply only to an APU or Component thereof.

1. **ABUSE** means (i) operation of the Aircraft, Engine(s), APU or Components thereof other than in accordance with the applicable Manuals and Certificate of Airworthiness or (ii) maintenance, repair, Alteration or use of Components that deviates from the Governing Aviation Authority or the OEM specifications in applicable Service Bulletins, Airworthiness Directives and/or Manuals. Abuse specifically includes careless handling, packaging and storage, lack of sufficient protection from the elements, including those that expose the Airframe, Engine(s), and/or APU, as applicable, to the damaging effects of low or high grade sulfidation resulting in abnormal Hot Gas Erosion or Corrosion, and failure to properly preserve the Airframe, Engine(s), APU or Components thereof in accordance with the OEM's specifications in applicable Service Bulletins, Airworthiness Directives and/or Manuals.
2. **ACCOUNT BALANCE** means an amount equal to the product of (a) the total amount of payments received by JSSI hereunder, less the total amount of Management Fees, multiplied by (b) an amount not less than 60%, less (c) the aggregate amount paid by or on behalf of JSSI for all maintenance and repair covered under this Contract, other than amounts attributed to Unscheduled Maintenance, less (d) any expenses specifically permitted under the Trust Agreement and allocated to this Contract, less (e) any taxes allocated to this Contract, plus (f) the account balance (which may be a negative number) under all prior contracts, if any, of which this Contract is a renewal or from which this Contract is transferred. All amounts calculated under this Contract shall be determined in accordance with the Trust Agreement and as determined by JSSI in its reasonable discretion from time to time. For the purposes of an On-Condition Program, the aggregate amount distributed for Unscheduled Maintenance means the aggregate amount distributed for Unanticipated Failure(s).
3. **ADMINISTRATIVE FEE** means the monthly fee identified as such on the cover page.
4. **AFFILIATE** means any person or entity which controls, is controlled by or is under common control with the Client. For the purposes hereof, "control" means not less than 50% ownership.
5. **AIRCRAFT** means a device that includes Airframe, Engine(s) and, if applicable, an APU, that is used or intended to be used for flight in the air.
6. **AIRFRAME** means the particular airframe described on the cover page which includes the fuselage, booms, Nacelles, cowlings, fairings, airfoil surfaces, Propellers and landing gear of an Airframe and their accessories and controls, and does not include the Engine(s) and, if installed, the APU.
7. **AIRFRAME HOURLY RATE** means the rate as identified on the cover page which is calculated based on the Aircraft Flight Hours per Year of the Anticipated Aircraft Flight Profile.
8. **AIRFRAME LANDING RATE** means the rate as identified on cover page which is calculated based on the Landings per Year of the Anticipated Aircraft Flight Profile.
9. **AIRFRAME MONTHLY RATE** means the rate as identified on cover page which is calculated based on calendar Aircraft Inspections for the Airframe set forth in the applicable Manuals.
10. **AIRFRAME OPERATING HOURS** means the cumulative number of hours in operation of the Aircraft computed in accordance with industry standards.
11. **AIRWORTHINESS DIRECTIVE** means a mandatory requirement issued by the applicable Governing Aviation Authority.
12. **ALTERATION** means any change in configuration and/or design of an Airframe, Engine, APU or Component.
13. **ANTICIPATED AIRCRAFT FLIGHT PROFILE** means the Client's Aircraft usage identified as such on the cover page.
14. **APPLIANCE** means any instrument, mechanism, equipment, part, apparatus, appurtenance and accessory, including communications equipment that is used or intended to be used in operating or controlling an Aircraft in flight, is installed in or attached to the Aircraft and is not part of an Airframe, Engine or Propeller.
15. **APPROVED REPAIR FACILITY** means any maintenance facility or service center selected by the Client, approved by JSSI and authorized by the OEM and Governing Aviation Authority to perform the type and level of services on the particular Engine and/or APU make and model in accordance with this Contract. Notwithstanding the foregoing, JSSI shall have the right to select the maintenance facility or service center to perform the Overhaul and Hot Section Inspection and any Unscheduled Maintenance covered hereunder requiring APU removal. For the purposes of an On-Condition Program, Unscheduled Maintenance shall include any Unanticipated Failure where APU removal is required.
16. **AUXILIARY POWER UNIT ("APU")** means a small self-contained turbine engine powered generator and hydraulic pump identified as such on the cover page. APUs are installed in an Aircraft and are used to supply electrical power, air, and hydraulic pressure for ground operations and in-flight back up. The APU may be used for starting the main Engines.
17. **APU ANNUAL FEE** means the rate identified as such on the cover page.
18. **APU CYCLE** means any operating sequence as defined by the APU OEM and continuously applied.
19. **APU HOURLY RATE** means the rate for the APU identified as such on the cover page, as adjusted pursuant to the terms of this Contract.
20. **APU HOURS OF OPERATION** means the cumulative number of hours in operation of the APU, within a particular period, computed in accordance with industry standards.
21. **APU OPERATING TIME** means the time interval between APU start and APU shutdown as recorded in the APU logbook.
22. **ASSEMBLY** means an integrated group of Components, miscellaneous parts, or consumable items, which are directly or indirectly related to Aircraft, APU, or Engine sub-assemblies.
23. **AVIONICS** means the branch of technology that deals with the design, production, installation, use and servicing of electronic equipment mounted in Aircraft.
24. **CLIENT** means the party defined as such on the cover page of this Contract.
25. **COMPONENT** means a part, or a combination of parts, subassembly unit of an Airframe, APU or Module, or Engine or Module, as referenced in the appropriate illustrated parts catalogue.

26. COMPUTERIZED AIRCRAFT MAINTENANCE PROGRAM means a computer software program used to track and forecast the maintenance activity of an Aircraft.

27. CONSUMABLE HARDWARE means a Component which is replaced irrespective of apparent condition during the course of removal, maintenance, repair, Overhaul or Inspection.

28. CONTRACT EFFECTIVE DATE means the date specified on the cover page.

29. CONTRACT MONTH means the calendar month commencing on the date of this Contract and each calendar month thereafter commencing on the identically numbered day. For example, a Contract dated July 4, 2015, will have as its first (1st) Contract Month the period commencing on July 4, 2015, and ending on August 3, 2015. Its second (2nd) Contract Month will commence on August 4, 2015, and end on September 3, 2015.

30. CORROSION means the breaking down of essential properties in a material due to chemical reactions with its surroundings.

31. CREDIT means an amount equal to the product of (a) the total amount of payments received by JSSI hereunder, less the total amount of Management Fees, multiplied by (b) an amount not less than 60%, less (c) the aggregate amount paid by or on behalf of JSSI for all maintenance and repair covered under this Contract, other than amounts attributed to Unscheduled Maintenance, less (d) any expenses specifically permitted under the Trust Agreement and allocated to this Contract, less (e) any taxes allocated to this Contract, plus (f) the account balance (which may be a negative number) under all prior contracts, if any, of which this Contract is a renewal or from which this Contract is transferred. All amounts calculated under this Contract shall be determined in accordance with the Trust Agreement and as determined by JSSI in its reasonable discretion from time to time. For the purposes of an On-Condition Program, the aggregate amount distributed for Unscheduled Maintenance means the aggregate amount distributed for Unanticipated Failure(s).

32. DOMESTIC OBJECT DAMAGE ("DOD") means damage to the Components of an Engine, APU and/or Airframe caused by the failure of parts within itself.

33. ENGINE(S) means the engine(s) identified on the cover page which is used or intended to be used for propelling an Aircraft. It includes turbo superchargers, appurtenances and accessories necessary for its functioning, but does not include Propellers. For the avoidance of doubt, an "Engine" does not include the airframe inlet, thrust reverser or Nacelle.

34. ENGINE CYCLE means any operating sequence as defined by the OEM.

35. ENGINE OPERATING TIME means the time interval as designated by the applicable Manuals or as recorded in the permanent Aircraft records.

36. ENGINE SHOP VISIT (ESV), for On-Condition Engines, means the disassembly, inspection, repair, reassembly, replacement and/or the functional test by an Approved Repair Facility of an Engine Module which directly results from a Routine Inspection or Performance Restoration Event.

37. ENROLLMENT FEE means the fee identified as such on the cover page.

38. EROSION means the gradual changing of a surface by mechanical action or friction.

39. EXCEEDANCE(S) means any operation of the Airframe, Engine(s) and/or APU outside the OEM's recommended operating limits.

40. EXCLUSION(S) means the events defined in Section 1.9 of this Contract.

41. FLIGHT HOUR(S) means the cumulative number of hours in operation of the Airframe, Engine(s) and/or APU as applicable, within a particular period, computed in accordance with industry standards.

42. FOREIGN OBJECT DAMAGE ("FOD") means any damage to an Engine, APU or Airframe caused by material that is foreign to (not a part of) that Engine, APU or Airframe.

43. GOVERNING AVIATION AUTHORITY means the applicable aviation authority having jurisdiction over the Aircraft. For the purposes of this Contract, the Governing Aviation Authority is identified on the cover page.

44. HARD GOODS means the countertops, surface finishes/veneers, structural cabinetry (doors and drawers), latches, hinges, locks, switches and electrical outlets within the cockpit and aft through the baggage area.

45. HOT GAS EROSION means the gradual wearing away of materials or protective coatings on the Components of Engines and/or APUs. Abnormal Hot Gas Erosion is a more rapid wearing away of the material or protective coatings which leads to an erosive attack on the parent material.

46. HOT SECTION INSPECTION means a detailed inspection of all hot section Components of an Engine which occurs at an interval before the Overhaul, usually timed at the halfway point to the Overhaul. For the purposes of this Contract, Hot Section Inspection means a midlife inspection or its equivalent.

47. HOURLY RATE means the rate per Engine identified as such on the cover page, as adjusted pursuant to the terms of this Contract.

48. IN-SERVICE AIRCRAFT means an airframe that has accrued more than 50 flight hours, or an engine that has accrued more than 100 flight hours, or an aircraft that has reached an age in excess of 6 months from the date of manufacture or in-service date.

49. INSPECTION means the comparison of an Airframe, Engine, APU, Module or Component or parts thereof, against the applicable Manual limits through disassembly, fiber optic scope or other means approved by the Governing Aviation Authority or the OEM for the purpose of determining serviceability.

50. INTERIOR CONSUMABLE means that portion of an Aircraft's interior, which is susceptible to normal wear and tear, including laminates, carpets, and Soft Goods.

51. JSSI means JET SUPPORT SERVICES, INC., a Delaware corporation.

52. LIFE LIMITED COMPONENT ("LLC") means a Component having a specific useful life and may be referred to as Group A Parts, Group B Parts, Life Cycle Fatigue Parts and Life Limited Parts from time to time.

53. LIGHTNING STRIKE means an occurrence in which lightning has contacted the Aircraft or caused some outside electrical charge to be introduced into the Airframe, Engine and/or APU.

54. LINE REPLACEMENT UNIT ("LRU") means a Component supplied by or through the OEM, as referenced in the Engine or APU illustrated parts catalogue, as applicable, which may normally be removed and replaced without the disassembly of any of the primary rotating Components of the Engine or APU. An LRU is sometimes referred to as a Line Replaceable Part.

55. LOW UTILIZATION INSPECTION means an inspection required for certain makes and models of Engines and based on calendar limits.

56. MANAGEMENT FEE means a percentage of the Client's monthly payments to JSSI hereunder, to compensate JSSI for its services.

57. MANUAL means the applicable operating, maintenance, Overhaul, flight or similar manual, and any related written instructions, guidance and procedures, promulgated by the OEM, Component manufacturer or Governing Aviation Authority.

58. MISSION SPECIFIC EQUIPMENT means on-board equipment to support the Aircraft's core function including devices for patient care, broadcast communications or law enforcement.

59. MODULE means a major serialized portion of an Engine or APU.

60. NACELLE means the physical housing of an engine which is comprised of the inlet cowl, upper and lower cowl doors, fixed cowl,

engine mounts and thrust reversers, but does not include the Aircraft pylon.

61. NEW AIRCRAFT means an airframe that has accrued less than 50 flight hours, or an engine that has accrued less than 100 flight hours, or an aircraft that has not yet reached an age of 6 months, after its in-service date.

62. NONCONSUMABLE HARDWARE means any hardware that is not a Component which is replaced irrespective of apparent condition during the course of removal, maintenance or repair.

63. ON-CONDITION MAINTENANCE means the disassembly, inspection, repair, reassembly, replacement and/or the functional test by an Approved Repair Facility of an Airframe, Engine, APU and/or Component which directly results from (a) a Routine Inspection, (b) a Performance Restoration Event or (c) an Unanticipated Failure, in any case pursuant to and in accordance with the requirements of the applicable Manuals or as required by the Governing Aviation Authority. For the avoidance of doubt, On-Condition Maintenance (y) includes Engine Shop Visits and Performance Restoration Events, but (z) does not include labor costs related to Routine Inspections. Corrective action is taken when required by item's condition. On-Condition Maintenance is sometimes referred to as task-oriented maintenance.

64. ORIGINAL ENROLLMENT DATE means the date on which the Airframe, Engines or APU, as applicable, were originally enrolled on the Program, as specified on the cover page, provided there has been no lapse in coverage.

65. ORIGINAL EQUIPMENT MANUFACTURER ("OEM") means the original manufacturer, authorized design holder, or type certificate holder of an Engine, APU, Component and/or Airframe and is generally used to refer to the Original Equipment Manufacturer's specified parts, practices or procedures.

66. OUTFITTING or OUTFITTED means the initial addition of interior furnishings and equipment and external paint to the Aircraft.

67. OVERHAUL means the maintenance procedure in which an Engine, APU, Component, part or appliance is disassembled to the extent needed to determine the condition of all its parts, repaired as necessary, reassembled, tested, and approved for return to service, in accordance with the OEM's requirements or as otherwise approved by the Governing Aviation Authority. For the purposes of this Contract, Overhaul means a compressor zone inspection or its equivalent.

68. OVERHAULED PART means a Component, part or appliance which is disassembled to the extent needed to determine the condition of all its parts, repaired as necessary, reassembled, tested and approved for return to service, in accordance with the OEM's requirements or as otherwise approved by the Governing Aviation Authority.

69. PASSENGER ENTERTAINMENT SYSTEMS means the Airshow (or equivalent) computers, flat panel LCD or CRT monitors and related fixtures, and cabin entertainment systems to include all audio and video systems and internet access systems, e.g. Wi-Fi.

70. PERFORMANCE RESTORATION EVENT means any repair related to On-Condition Engine performance that is not directly caused by an Unanticipated Failure. Repairs due to erosion, cracks, distortion, buckling, etc. are considered normal wear and tear and not a malfunction.

71. PREVENTIVE MAINTENANCE means a simple or minor preservation operation and the replacement of small standard parts not involving a complex assembly operation.

72. PRE-INDUCTION DIAGNOSTIC SURVEY ("PIDS") means a survey of the Airframe, Engine(s) and/or APU and associated log books to determine eligibility for acceptance of any Airframe, Engine and/or APU into the Program.

73. PRIMARY and SECONDARY STRUCTURE means the aluminum, steel and/or graphite or fiberglass composite materials, including the fasteners attached thereto, which form the fuselage, wings, vertical and horizontal stabilizers, flight control surfaces, fairings, doors, engine mounts and nacelles, including attachment and support structures found within these areas.

74. PRO RATA means the sharing of cost allocations between the Client and JSSI, and, if applicable, such costs are set forth on Exhibit C, attached to this Contract.

75. PRO RATA REDUCTION FEE means a payment for usage of the Airframe, Engine(s) and/or APU prior to enrollment in the Program, which reduces or eliminates the Client's Pro Rata share and is set forth, if applicable, on the cover page.

76. PROGRAM means the maintenance program provided pursuant to the terms and conditions of this Contract.

77. PROPELLER means a device used to provide thrust to an Aircraft that has blades on an Engine drive shaft and that when rotated, produces by its action on the air, a thrust approximately perpendicular to its plane of rotation. It includes control Components normally supplied by the OEM, but does not include main auxiliary rotor or rotating airfoils of Engines.

78. PURCHASER means an individual or entity to whom or to which ownership of the Aircraft is transferred during the term of this Contract.

79. RENTAL AGREEMENT means the agreement that sets forth the terms and conditions under which an Approved Repair Facility or other provider, as applicable, agrees to provide the Client with a Rental Component, Rental Module, Rental Engine or Rental APU during Aircraft maintenance.

80. RENTAL APU means a rental APU provided to the Client by an Approved Repair Facility or other provider under the terms of this Contract pursuant to a Rental Agreement between the Client and the Approved Repair Facility or other provider, as applicable.

81. RENTAL COMPONENT means a rental Component provided to the Client by an Approved Repair Facility or other provider under the terms of this Contract pursuant to a Rental Agreement between the Client and the Approved Repair Facility or other provider, as applicable.

82. RENTAL ENGINE means a rental Engine provided to the Client by an Approved Repair Facility or other provider under the terms of this Contract pursuant to a Rental Agreement between the Client and the Approved Repair Facility or other provider, as applicable.

83. RENTAL MODULE means a rental Module provided to the Client by an Approved Repair Facility or other provider under the terms of this Contract pursuant to a Rental Agreement between the Client and the Approved Repair Facility or other provider, as applicable.

84. REPAIR means a maintenance procedure in which a damaged Component is restored to a condition that allows it to fulfill its design function.

85. REPLACEMENT AIRCRAFT means an Aircraft enrolled in the Program pursuant to a new contract with the Client within 36 months from the date of the termination of this Contract under either Section 3.4 or Section 3.5, as applicable.

86. ROUTINE INSPECTION means any scheduled, repetitive, periodic or routine Inspection or serviceability check, regardless of how such Inspection or check is described in the applicable Manual. Routine Inspections include all scheduled checks up to but not including Hot Sections or equivalent, Overhauls or equivalent, Low Utilization Inspections, Engine Shop Visits or Performance Restoration Events.

87. SCHEDULED EVENT means any maintenance event which is described as scheduled in the applicable Manuals or as required by the Governing Aviation Authority.

88. SCHEDULED MAINTENANCE means the disassembly, inspection, repair, replacement, reassembly and the functional test of an Airframe, Engine, APU and/or Component in accordance with the requirements of the applicable Manuals. Scheduled Maintenance does not include Routine Inspections and maintenance. Scheduled Maintenance specifically includes (i) the repair of any damage discovered during the course of performing a Scheduled Event, even if any such repair is not described and scheduled in the applicable Manuals; and (ii) for On-Condition engines, a Performance Restoration Event.

89. SERVICE BULLETIN is a document issued by the OEM, which specifies an optional, recommended or mandatory compliance procedure related to improving performance, maintainability and reliability, and in some cases, may be issued to correct an airworthiness deficiency.

90. SERVICE LIFE LIMIT means an Aircraft part whose service life is limited to a specified number of operating hours, operating cycles or calendar time.

91. SERVICEABLE means equipment or parts that are in a condition which allows them to be returned to operational status on an Aircraft.

92. SERVICEABLE UNIT means an Airframe, Engine, APU or Component which is in a certifiable airworthy operating condition per the applicable Manuals.

93. SHOP ENTRY means putting an Airframe, Engine, APU and/or Component into an Approved Repair Facility for service.

94. SOFT GOODS means the fabric and coverings included within the cockpit, cabin, and baggage areas to include seats, divans, carpet, side panel coverings, headliner and lavatory seat covering.

95. SYSTEMS means a group of individual Components or subassemblies that work in unison and that comprise an entire operating body of the Aircraft.

96. TASK ORIENTED MAINTENANCE means primary maintenance process having repetitive inspections, tests and/or checks to determine the condition of units, systems, Components or portions of a structure with regard to continued serviceability. Corrective action is taken when required by item's condition. Task Oriented Maintenance is sometimes referred to as On-Condition Maintenance.

97. TIME BETWEEN OVERHAUL ("TBO") means the maximum number of hours, cycles and/or calendar time for which an Engine, APU or a Component may continue in service without being Overhauled as prescribed by the applicable Manuals.

98. TOTAL PARTICULATE MATTER means any solid particles or liquid droplets of all sizes that remain suspended in the air for any length of time. Particulate matter includes, but is not limited to, volcanic ash, soot, dust, and fumes.

99. TRANSFER FEE means the fee identified as such on the cover page.

100. TROUBLESHOOTING means an investigative maintenance action which may result in the identification of a malfunctioning or failed Airframe, Engine, APU or Component.

101. TRUST means that certain Jet Support Services Maintenance Trust created pursuant to the Trust Agreement, or any successor trust designated by JSSI.

102. TRUST AGREEMENT means that certain Jet Support Services Maintenance Trust Agreement dated January 27, 2015, between JSSI, as settlor, and Iberiabank, as trustee, as it may be amended from time to time, or any successor trust agreement entered into by JSSI, as settlor.

103. UNANTICIPATED FAILURE means unexpected repairs necessitated by malfunctions of an On-Condition Engine, APU or Component or part thereof, which maintenance is not related to a Routine Inspection or a Performance Restoration Event.

104. UNSCHEDULED MAINTENANCE means unexpected repairs necessitated by malfunctions of an Airframe, Engine, APU or Component or part thereof, which maintenance is not related to or required in connection with the sign-off of a Scheduled Maintenance event.

105. UNSERVICEABLE UNIT means an Engine, APU and/or Component that is not in operating condition within the limits specified in the applicable Manuals, specifications and/or publications.

106. UNUSUAL PURPOSES means agricultural crop dusting, exclusive aircrew training or hostile military operations, or any use of the Aircraft in such geographical or climatic environments as to expose the Airframe, Engine(s), and/or APU, as applicable, to the damaging effects of low or high grade sulfidation resulting in abnormal Hot Gas Erosion or Corrosion, or any use of the Aircraft in connection with illegal activity.

EXHIBIT C

OK-GTX

Engine Flight Hours/Cycles						
Asset Type	Model	Serial Number	ORIGINAL	CURRENT		
AIRFRAME	G280	2253	H: 92.9	C: 49	H: 92.9	C: 49
APU	GTCP36-150[AI]	P-352	H: 28.0	C: 58	H: 28.0	C: 58
ENGINE	HTF7250G	P130647	H: 68.5	C: 44	H: 68.5	C: 44
ENGINE	HTF7250G	P130648	H: 88.5	C: 56	H: 88.5	C: 56
ATA / AD / SB Item No.	Part Category	Description	Part No. / Serial No. / Reference No. / Work Order No	SSI Pro Rate	Client Pro Rate	Status at Contract
7200	INSPECTION	ENGINE SHOP VISIT	S/N: P-362	H: 100.00%	H: 0.00%	H: 28.0
7200	1	Part No: ESV	Part S/N: P-362			On-Condition
7200	2	COMPRESSOR	S/N: P-362	H: 100.00%	H: 0.00%	H: 100000.0
		Part No: 70721598-1	Part S/N: 22-181967-00053	C: 100.00%	C: 0.00%	C: 100000.0
7200	3	TURBINE	S/N: P-362	H: 100.00%	H: 0.00%	H: 28.0
		Part No: 70721725-2	Part S/N: 21-156101-05545	C: 100.00%	C: 0.00%	C: 10000.0
7200	4	LRU	S/N: P-362	H: 100.00%	H: 0.00%	H: 28.0
		Part No: 3882730-8	Part S/N: 43327			On-Condition
7200	5	LRU	S/N: P-362	H: 100.00%	H: 0.00%	H: 28.0
		PNEUMATIC SHUTOFF VALVE (LOAD CONTROL VALVE)	Part S/N: 5769			On-Condition
7200	6	LRU	S/N: P-362	H: 100.00%	H: 0.00%	H: 28.0
		Part No: 3884538-6	Part S/N: P-362			On-Condition
7200	7	LRU	S/N: P-362	H: 100.00%	H: 0.00%	H: 28.0
		Part No: 3610004-3	Part S/N: P-362			On-Condition
7200	8	LRU	S/N: P-362	H: 100.00%	H: 0.00%	H: 28.0
		FUEL NOZZLE - PRIMARY #2	Part S/N: P-362			On-Condition
7200	9	LRU	S/N: P-362	H: 100.00%	H: 0.00%	H: 28.0
		Part No: 3610004-3	Part S/N: P-362			On-Condition
7200		FUEL NOZZLE - SECONDARY #1	S/N: P-362	H: 100.00%	H: 0.00%	H: 28.0

10	LRU	Part No: 3610004-4	Part S/N: P-362	H: 100.00%	H: 0.00%	H: 28.0	On-Condition
7200	LRU	FUEL NOZZLE - SECONDARY #2	S/N: P-362	H: 100.00%	H: 0.00%	H: 28.0	On-Condition
11	LRU	Part No: 3610004-4	Part S/N: P-362	H: 100.00%	H: 0.00%	H: 28.0	On-Condition
7200	LRU	FUEL NOZZLE - SECONDARY #3	S/N: P-362	H: 100.00%	H: 0.00%	H: 28.0	On-Condition
12	LRU	Part No: 3610004-4	Part S/N: P-362	H: 100.00%	H: 0.00%	H: 28.0	On-Condition
7200	LRU	LOW OIL PRESSURE SWITCH	S/N: P-362	H: 100.00%	H: 0.00%	H: 28.0	On-Condition
13	LRU	Part No: 3876001-8	Part S/N: P-362	H: 100.00%	H: 0.00%	H: 28.0	On-Condition
7200	LRU	IGNITION UNIT	S/N: P-362	H: 100.00%	H: 0.00%	H: 28.0	On-Condition
14	LRU	Part No: 3888000-3	Part S/N: J21080307	H: 100.00%	H: 0.00%	H: 28.0	On-Condition
7200	LRU	ELECTRONIC CONTROL UNIT (ECU)	S/N: P-362	H: 100.00%	H: 0.00%	H: 28.0	On-Condition
15	LRU	Part No: 2119584-7003	Part S/N: 71-AM0162	H: 100.00%	H: 0.00%	H: 28.0	On-Condition
7200	LRU	ELECTRICAL WIRING HARNESS	S/N: P-362	H: 100.00%	H: 0.00%	H: 28.0	On-Condition
16	LRU	Part No: 3888566-1	Part S/N: 22-129505-00125	H: 100.00%	H: 0.00%	H: 28.0	On-Condition
7200	LRU	MOTIONAL TRANSDUCER	S/N: P-362	H: 100.00%	H: 0.00%	H: 28.0	On-Condition
18	LRU	Part No: 3876104	Part S/N: P-362	H: 100.00%	H: 0.00%	H: 28.0	On-Condition
7200	LRU	TURBINE NOZZLE	S/N: P-362	H: 100.00%	H: 0.00%	H: 28.0	On-Condition
21	LRU	Part No: 3846472-003	Part S/N: P-362	H: 100.00%	H: 0.00%	H: 28.0	On-Condition
7200	LRU	FUEL SOLENOID VALVE	S/N: P-362	H: 100.00%	H: 0.00%	H: 28.0	On-Condition
22	LRU	Part No: 692545-18	Part S/N: P-362	H: 100.00%	H: 0.00%	H: 28.0	On-Condition
7200	LRU	HOURMETER	S/N: P-362	H: 100.00%	H: 0.00%	H: 28.0	On-Condition
23	LRU	Part No: 3888033-5	Part S/N: P-362	H: 100.00%	H: 0.00%	H: 28.0	On-Condition
7200	LRU	IMMERSION THERMOCOUPLE	S/N: P-362	H: 100.00%	H: 0.00%	H: 28.0	On-Condition
24	LRU	Part No: 3876003-3	Part S/N: 2215027700289	H: 100.00%	H: 0.00%	H: 28.0	On-Condition
7200	LRU	COMBUSTION CHAMBER	S/N: P-362	H: 100.00%	H: 0.00%	H: 28.0	On-Condition
26	LRU	Part No: 3830040-6	Part S/N: P-362	H: 100.00%	H: 0.00%	H: 28.0	On-Condition
7200	INSPECTION	ENGINE R&R	S/N: P-362	H: 100.00%	H: 0.00%	H: 28.0	On-Condition
98		Part No: R&R	Part S/N: P-362				



ASSIGNMENT AND CONSENT

JSSI0088719

THIS ASSIGNMENT AND CONSENT (this "Assignment") is dated as of April 2, 2023, by ECLAIR AVIATION S.R.O., a business entity organized under the laws of the Czech Republic (the "Management Company"), SALEYA, A.S., a business entity organized under the laws of the Czech Republic (the "Borrower"), RAIFFEISEN – LEASING, S.R.O., a business entity organized under the laws of the Czech Republic ("Lender") and JET SUPPORT SERVICES, INC., a Delaware corporation ("JSSI").

A. Lender and Borrower are parties to a loan agreement (the "Loan Agreement") pursuant to which Lender has agreed to provide financing for that certain Gulfstream/ G280, serial number 2253 (the "Aircraft").

B. Borrower and Management Company have entered into an agreement (the "Management Agreement") pursuant to which Borrower engaged the Management Company to provide certain specified services with respect to the operation of the Aircraft.

C. As a condition of JSSI entering into that certain JSSI Airframe Maintenance Program Contract, that certain JSSI Complete Engine (On-Condition) Maintenance Program Contract, and that certain JSSI APU Maintenance Program Contract, each numbered JSSI0088719 and dated as of the date hereof, as amended, extended or renewed (each a "Contract", collectively the "Contracts") with the Management Company, JSSI is requiring the parties hereto to execute this Assignment. Any capitalized term used herein and not otherwise defined herein shall have the meaning ascribed to it in the Contract.

D. The parties are executing this Assignment to set forth certain of their respective rights and obligations with respect to the Contract.

NOW THEREFORE, in consideration of the mutual covenants herein contained, Management Company, Borrower, Lender and JSSI hereby agree as follows:

1. Assignment of Rights and Interest to Borrower.

(a) If and so long as the Management Agreement is in effect, Management Company does hereby assign and set over to the Borrower, and grant the Borrower a security interest in, all of Management Company's rights and interests in and to the Contract. Management Company shall be, and is hereby authorized on behalf of Borrower, to exercise all rights and powers of the "Client" under the Contract and to retain any recovery or benefit resulting from the enforcement of any rights under the Contract.

(b) In the event the Management Agreement terminates for any reason, Borrower shall provide JSSI with written notice thereof, and the Contract shall automatically be assigned to, and assumed by, the Borrower; provided that the Borrower will execute and deliver any documentation reasonably requested by JSSI in connection with such assumption.

2. Assignment of Rights and Interest to Lender.

(a) If and so long as the Loan Agreement is in effect, the Management Company and Borrower each hereby assign and set over to the Lender, and grant the Lender a security interest in, all of their respective rights and interests in and to the Contract. Subject to Section 3, the Borrower or Management Company, as the case may be in accordance with Section 1, is hereby authorized on behalf of Lender, to exercise all rights and powers of the "Client" under the Contract and to retain any recovery or benefit resulting from the enforcement of any rights under the Contract.

(b) Upon the occurrence of an event of default under the Loan Agreement, Lender shall give prompt notice thereof to JSSI and shall, at such time, be entitled to assume and become bound by all of the rights and obligations of the "Client" under the Contract whenever arising.

(c) In the event the Loan Agreement terminates for any reason, the Lender shall provide prompt notice thereof to JSSI, and JSSI's obligations to the Lender set forth in Section 3 shall terminate; provided that the provisions of this Assignment which relate to the Management Company and the Borrower shall remain in effect.

3. Notice of Default.

(a) In the event the Management Company is the "Client" under the Contract, in connection with any material default by the Management Company under the Contract which has occurred and is continuing, JSSI shall provide notice thereof to the Management Company, the Borrower and the Lender. Upon such notice, the Borrower shall assume all rights and obligations of the "Client" under the Contract. The assumption pursuant to this Section 3(a) shall occur automatically upon delivery of the applicable notice, and no further action shall be required to effect such assumption; provided that Borrower will execute and deliver documentation reasonably requested by JSSI evidencing such assumption.

(b) In the event that the Borrower is the "Client" under the Contract, in connection with any material default by Borrower under the Contract, JSSI shall provide notice thereof to Lender. Within thirty (30) days of such notice, Lender shall be entitled to assume and become bound by all of the obligations of the Client under the Contract, and in connection therewith, JSSI will accept as adequate remedy performance of all such obligation(s) by the Lender under the Contract. Notwithstanding the foregoing, if Lender elects not to perform any obligations of "Client" under the Contract, nothing herein shall prevent JSSI from seeking any remedy from Borrower as allowed by law.



JSSI

ASSIGNMENT AND CONSENT

JSSI0088719

4. Continuing Liability. It is expressly agreed that, anything herein contained to the contrary notwithstanding: (a) Management Company or the Borrower, as the case may be, shall at all times remain liable to JSSI to perform all the duties and obligations which it has under the Contract to the same extent as if this Assignment had not been executed, (b) the execution of this Assignment shall not modify any contractual rights of JSSI under the Contract, and the liabilities of JSSI under the Contract shall be to the same extent and continue as if this Assignment had not been executed, and (c) the assumption by Borrower of the Management Company's rights and obligations hereunder shall not release Management Company from any of its duties or obligations to JSSI under the Contract, and the assumption by Lender of Borrower's rights or obligations hereunder shall not release Borrower from any of its duties or obligations to JSSI under the Contract.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date first set forth above.

ECLAIR AVIATION S.R.O.

By: _____
Name: _____
Title: _____

SALEYA, A.S.

By: _____
Name: _____
Title: _____

RAIFFEISEN – LEASING, S.R.O.

By: _____
Name: _____
Title: _____



JSSI

ASSIGNMENT AND CONSENT
JSSI0088719

CONSENT AND AGREEMENT

Pursuant to this Consent and Agreement (this "Consent"), JSSI hereby consents to this Assignment and agrees not to assert any claims against Lender or Borrower inconsistent with such Assignment. JSSI agrees that the Contract is hereby amended as necessary to provide that on and after the date that this Consent is executed it will not cancel or terminate the Contract without giving prior written notice to both Lender and Borrower in accordance with the terms of the Contract and this Assignment.

JET SUPPORT SERVICES, INC.

By: _____

Name: _____

Title: _____

Date: _____

A handwritten signature in blue ink, appearing to read 'John Doe'.

