

Jet Accessories Technicians, Inc.

F.A.A. Approved Repair Station #UJERO49J

January 1, 2004

Dear Valued Friends and Customers:

It is with great pleasure that we formally announce the addition of GE fuel nozzle repairs and overhauls to our growing list of capabilities. Our GTA with General Electric authorizes us to repair and/or overhaul fuel nozzles for the full series of the CFM56 engines, the CF6-80 series (-50 pending), and the CF34. A great deal of effort and expense has been applied to achieve these authorizations. It is our belief that the owners and operators of these engines could realize considerable cost savings benefits if a first class, non OEM affiliated source were available for the maintenance of these products. A source that has a proven track record for outstanding quality and service at very competitive prices.

To those of you who have honored us with your business over the past twelve years, thank you very much. We have really appreciated the opportunity to serve you. Now we can do even more for you by lowering your fuel nozzle maintenance costs.

We are eager to expand our customer base with the offering of these new services. We welcome you to visit our beautiful facility in South Florida. Please call, fax, or email us with any questions. Our courteous sales staff will be happy to assist you.

Sincerely,

**Mike & Mary Fernandez
Co-Owners**

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

Air Agency Certificate

Number UJER049J

This certificate is issued to
JET ACCESSORIES TECHNICIANS, INC.

whose business address is
13450-13570 SOUTHWEST 129TH STREET
MIAMI, FL 33186

*upon finding that its organization complies in all respects
with the requirements of the Federal Aviation Regulations
relating to the establishment of an Air Agency, and is
empowered to operate an approved* REPAIR STATION

with the following ratings:

ACCESSORY (2/24/2004)
LIMITED POWERPLANT

*This certificate, unless canceled, suspended, or revoked,
shall continue in effect* INDEFINITELY

Date issued:

JULY 27, 1993

By direction of the Administrator

SERGIO LOPEZ

MANAGER, SO-SOUTH FLORIDA FSDO-19

This Certificate is not Transferable, AND ANY MAJOR CHANGE IN THE BASIC FACILITIES, OR IN THE LOCATION THEREOF,
SHALL BE IMMEDIATELY REPORTED TO THE APPROPRIATE REGIONAL OFFICE OF THE FEDERAL AVIATION ADMINISTRATION

Any alteration of this certificate is punishable by a fine of not exceeding \$1,000, or imprisonment not exceeding 3 years, or both

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PART A - General

	HQ CONTROL DATE	EFFECTIVE DATE	AMENDMENT NUMBER
1 Issuance and Applicability	11/16/04	12/02/05	2
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3 Ratings and Limitations	01/30/04	12/08/06	9
4 Summary of Special Authorizations and Limitations	09/23/98	12/12/05	1
5 Exemptions	02/20/98	(Not used)	
7 Designated Persons	01/30/04	12/02/05	2
25 Electronic/Digital Recordkeeping System, Electronic/Digital Signature, and Electronic Media	11/16/04	(Not used)	
60 European Aviation Safety Authority Ratings for Repair Stations Located Outside the United States	11/16/04	(Not used)	
101 Additional Fixed Locations	11/16/04	(Not used)	
449 Antidrug and Alcohol Misuse Prevention Program	01/22/04	02/24/04	0

A003. Ratings and Limitations

HQ Control: 01/30/04
HQ Revision: 010

The Certificate holder is authorized the following Ratings and/or Limitations:

Class Ratings

Accessory Class 1: Mechanical Accessories
Accessory Class 2: Electrical Accessories

Limited Ratings

<u>Rating</u>	<u>Manufacturer</u>	<u>Make / Model</u>	<u>Limitations</u>
PowerPlant	From the accepted Capability List, as amended.	From the accepted Capability List, as amended.	Authorization is Limited to Inspection, Repairs, Overhaul, Alteration and Modification of Components listed in Jet Accessories Technicians, Inc Capabilities List as Amended. All work shall be accomplished in accordance with current Manufacturer's Instructions, the Air Carrier's Manual (FAR 145.205).
	Pratt & Whitney	JT8D-1 through -17AR Engines JT8D-209 through -219 Engines JT3D-3B and -7	
	General Electric "GE" Parker Hannifin and Woodward FST. General Electric "GE" & Fuel Systems Textron Engine Fuel Injector Assembly.	GE CF6-80 GE CFM56 Series GE CF34-3A1 and -3A2	

Limited Ratings - Specialized Services

<u>Rating</u>	<u>Specifications</u>	<u>Limitations</u>
None Authorized.		

1. Issued by the Federal Aviation Administration.

2. These Operations Specifications are approved by direction of the Administrator.

Avery, David M.

Principal Maintenance Inspector

SO19

3. Date Approval is effective: 12/8/06

Amendment Number: 9

4. I hereby accept and receive the Operations Specifications in this paragraph.

Miquel Fernandez, Jr.,

FAA Accountable Manager, 145

Date: 12/8/06



European Aviation Safety Agency

APPROVAL CERTIFICATE

REFERENCE EASA.145.4587

Taking into account the provisions of Article 9(2) of Regulation (EC) N° 1592/2002 of the European Parliament and of the Council and the bilateral agreements currently in force between European Union Member States and the Government of the United States of America, the European Aviation Safety Agency (EASA) hereby certifies :

JET ACCESSORIES TECHNICIANS, INC

FAA Repair Station Number: UJER049J

13450-13470 SW 129th Street

Miami, Florida 33186

USA

as a Part-145 maintenance organisation approved to maintain the products listed in the FAA Air Agency Certificate and associated Operations Specifications and to issue related certificates of release to service using the above reference, subject to the following conditions:

1. The scope of the approval is limited to that specified on the FAR Part 145 repair station Air Agency Certificate, and the associated Operations Specifications for work carried out in the USA (Unless otherwise agreed in a particular case by EASA).
2. This approval requires continued compliance with FAR Part 145 and the differences as specified in the Maintenance Implementation Procedures, including the use of the FAA Form 8130-3 for release/return to service of components up to and including powerplants.
3. Certificates of return to service must quote the EASA Part 145 approval reference number quoted above and the FAR Part 145 Air Agency Certificate number.
4. Subject to compliance with the foregoing conditions, this approval shall remain valid for an unlimited duration until the approval is surrendered, superseded, suspended or revoked.

Date of issue: 12th OCTOBER 2004

Signed

For EASA



Jet Accessories Technicians, Inc.

F.A.A. Approved Repair Station #UJER049J

RECEIVED
FEB 11 2004
FAA MIA FSDO-19

☐ New Registration

☒ Registration Amendment
(FAA Registration Number UJER049J)

Type of Company: 145 Repair Station

Company Name: Jet Accessories Technicians, Inc.

Physical Address: 13450 SW 129 St. Mailing Address: 13450 SW 129 St.
Miami, FL 33186 Miami, FL 33186

Telephone: (305) 256-9379

Safety-sensitive function(s) we perform:

☐ Flight crewmember duties ☐ Aircraft dispatcher duties ☐ Air traffic control duties

☐ Flight attendant duties ☐ Ground security coordinator duties

☐ Flight instruction duties ☐ Aviation screening duties

☒ Maintenance or preventive maintenance duties

Number of safety sensitive employees:

Fourty-nine or fewer safety-sensitive employees.

I certify that my company will comply with 14 CFR part 121, appendices I and J and 49 CFR part 40.

Signature: David J. Esper

Authorized Representative

Date: 2-11-04

Print Name: DAVID J. ESPER

Title: Anti-Drug Program Manager

Subject to the CFM Standard Terms and Conditions (Revision 11/03) attached hereto, CFM International, Inc. ("CFM"), a Delaware corporation (hereinafter referred to as "SELLER"), and Jet Accessories Technicians, Inc., a Florida corporation (hereinafter referred to as "PURCHASER") hereby enter into this agreement (hereinafter referred to as the "AGREEMENT") for the sale of certain PRODUCT for the support/service of CFM turbofan engines (as specified by model in Purchaser Information/Entitlement section below), modules and parts thereof and related accessories (herein called "ENGINES"). NOW, THEREFORE, in consideration of the mutual covenants, the parties agree as follows:

REQUIRED DOCUMENTS OF PROOF:

- A. By signing this AGREEMENT, the PURCHASER certifies that the PURCHASER is either: (1) An airline with a current and valid operator's certificate for ENGINES; (2) a repair station certified and authorized by the FAA, or equivalent regulatory agency recognized by FAA, to overhaul ENGINES, modules and parts thereof using PRODUCTS; (3) an authorized representative or agent of an owner or operator of ENGINES (For the avoidance of doubt, an owner or operator of ENGINES is hereinafter referred to as the "CUSTOMER"); (4) a leasing company that either (a) owns, operates, or leases aircraft equipped with ENGINES, or (b) owns, performs work on, or leases ENGINES to the CUSTOMERS, or (5) an organization that provides under CUSTOMER purchase order specialized maintenance, testing, inspection, or training to CUSTOMER's to assist with the operation of ENGINES owned, leased, or managed by CUSTOMERS.
- B. The PURCHASER agrees to submit all supporting documents verifying the status, applicable to the PURCHASER to the satisfaction of SELLER.
- C. Even after the PURCHASER has purchased any PRODUCT in accordance with the terms and conditions of this AGREEMENT, PURCHASER agrees to provide, upon SELLER's request, additional further documents of proof, at any time during the term of this AGREEMENT.

PRODUCT:

- A. As used herein, the term PRODUCT is defined to include, but is not limited to,
1. spare parts for ENGINES,
 2. publications for ENGINES,
 3. tooling, (includes test/inspection equipment) for ENGINES, and/or
 4. test cell correlation for ENGINES.
- a. In the event SELLER agrees to provide test cell correlation to PURCHASER, SELLER will determine, other terms and conditions that may include, but not limited to:
- (1) Travel dates, time, location, and duration for the correlation effort,
 - (2) Level and scope of engineering effort required for test planning, test performance, analysis and reporting,
 - (3) Production Baseline Engine Test Run requirements, and
 - (4) Requirements for reconfiguration of the test engine prior to test.
- b. PURCHASER shall be responsible for all costs and expenses such as (1) test engine and PDS transportation (2) cost associated with SELLER's engineers' travel to and from the SELLER facilities, to PURCHASER locations, (3) meals, lodging, local transportation etc. while at PURCHASER'S location while carrying out activities related to the test cell correlation.
- B. Any particular PRODUCT(S) that may be made available by SELLER shall be made available at SELLER'S sole discretion and shall be as identified in this AGREEMENT.
- C. Except as otherwise agreed in writing, this Agreement, together with any other terms and conditions of sale that may be necessary depending upon the type of PRODUCT, shall be the exclusive terms and conditions of sale applicable to the sale of PRODUCT. This AGREEMENT shall be in lieu of the terms and conditions appearing on the face or reverse side of, or attachments to, any purchase order submitted by PURCHASER to purchase PRODUCT, except that the specific nature of PRODUCT, price, quantity, delivery dates, payment terms, shipping instructions, etc. may be as set forth by SELLER in the written acknowledgment acceptance of the PURCHASER's purchase order.
- D. The PRODUCT shall be packaged and labeled in accordance with: (a) standard industry practice, or (b) ATA Specification No. 300, Revision No. 4, or to a revision mutually agreed in writing between SELLER and PURCHASER. SELLER shall notify PURCHASER, where applicable, that certain PRODUCT is packed in unit package quantities (UPQs), or multiples thereof.

PAYMENT TERMS:

Unless otherwise agreed in writing by SELLER, all sales of PRODUCT shall be on a "Cash-in-advance of Delivery" basis.

PRICES:

- A. The selling prices of PRODUCT may be quoted by SELLER to PURCHASER, or shall be as published in SELLER's then-current price lists or catalogs for the applicable PRODUCT or as furnished in Procurement Data issued (and revised periodically) by SELLER in accordance with ATA Specification 2000.
- B. The selling prices of PRODUCT shall be expressed in U.S. Dollars and PURCHASER shall pay in U.S. Dollars.

PURCHASER INFORMATION/ENTITLEMENT (FOR SELLER'S USE ONLY)

Company Type:

☐
☒
☐

Airline / Cargo / Leasing / Corporate
Maintenance / Overhaul / Repair
Other: _____

Approved For:

☒	Spare Parts
☒	Tooling
☒	Publications
☐	Other: _____

Engine Models

CFM56-2 CFM56-3 CFM56-5A CFM56-5B CFM56-5C CFM56-7 Accessories Only

Initiating Organization: Customer & Product Support Operations
March 14, 2006

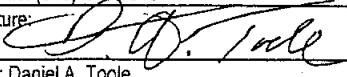
Approved By: (CSC Only) Joseph Derosier


Duly Executed For and on Behalf of:

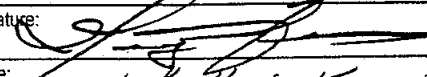
CFM INTERNATIONAL, INC.
One Neumann Way,
Mail Drop: F17
Cincinnati, Ohio 45215-6301
Facsimile: (513) 243-1345

Jet Accessories Technicians, Inc.
13450 S.W. 129 Street
Miami, Florida 33186
(305) 256-9379

Signature:



Signature:



Name: Daniel A. Toole

Name:

Michael Fernandez

Title: Counsel

Title:

PRESIDENT

Date:

3/24/06

Date:

03-17-06



Subject to the GE Standard Terms and Conditions (Revision 11/03) attached hereto, General Electric Company ("GE"), a New York corporation; GE Engine Services Distribution, LLC ("GEESD"), a Delaware limited liability company (hereinafter collectively referred to as "SELLER"), and Jet Accessories Technicians, Inc., a Florida corporation (hereinafter referred to as "PURCHASER") hereby enter into this agreement for the sale of certain PRODUCT for the support/service of GE turbofan engines (as specified by model in Purchaser Information/Entitlement section below), modules and parts thereof and related accessories (herein called "ENGINES"). NOW, THEREFORE, in consideration of the mutual covenants, the executing parties agree as follows:

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- B. The PURCHASER agrees to submit all supporting documents verifying the status, applicable to the PURCHASER to the satisfaction of SELLER.
- C. Even after the PURCHASER has purchased any PRODUCT in accordance with the terms and conditions of this AGREEMENT, PURCHASER agrees to provide, upon SELLER's request, additional further documents of proof, at any time during the term of this AGREEMENT.

PRODUCT:

- A. As used herein, the term **PRODUCT** is defined to include, but is not limited to,
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 3. tooling, (includes test/inspection equipment) for ENGINES, and/or
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- (1) Travel dates, time, location, and duration for the correlation effort,
 - (2) Level and scope of engineering effort required for test planning, test performance, analysis and reporting,
 - (3) Production Baseline Engine Test Run requirements, and
 - (4) Requirements for reconfiguration of the test engine prior to test.
- b. PURCHASER shall be responsible for all costs and expenses such as (1) test engine and PDS transportation (2) cost associated with SELLER's engineers' travel to and from the SELLER facilities, to PURCHASER locations, (3) meals, lodging, local transportation etc. while at PURCHASER'S location while carrying out activities related to the test cell correlation.
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- C. Except as otherwise agreed in writing, this Agreement, together with any other terms and conditions of sale that may be necessary depending upon the type of PRODUCT, shall be the exclusive terms and conditions of sale applicable to the sale of PRODUCT. This AGREEMENT shall be in lieu of the terms and conditions appearing on the face or reverse side of, or attachments to, any purchase order submitted by PURCHASER to purchase PRODUCT, except that the specific nature of PRODUCT, price, quantity, delivery dates, payment terms, shipping instructions, etc. may be as set forth by SELLER in the written acknowledgment acceptance of the PURCHASER's purchase order.
- D. The PRODUCT shall be packaged and labeled in accordance with: (a) standard industry practice, or (b) ATA Specification No. 300, Revision No. 4, or to a revision mutually agreed in writing between SELLER and PURCHASER. SELLER shall notify PURCHASER, where applicable, that certain PRODUCT is packed in unit package quantities (UPQs), or multiples thereof.

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- B. The selling prices of PRODUCT shall be expressed in U.S. Dollars and PURCHASER shall pay in U.S. Dollars.

PURCHASER INFORMATION/ENTITLEMENT (FOR SELLER'S USE ONLY)

Company Type:

☐
☒
☐

Airline / Cargo / Leasing / Corporate
Maintenance / Overhaul / Repair
Other: _____

Approved For:

☒	Spare Parts
☒	Tooling
☒	Publications
☐	Other: _____
☐	Other: _____

Engine Models CF6-80A CF6-80C CF6-80E CF34-3 Accessories OnlyInitiating Organization: Customer & Product Support Operations

February 13, 2007

Approved By: (CSC Only) Joseph Derosier

Duly Executed For and on Behalf of:

GENERAL ELECTRIC COMPANY One Neumann Way, Mail Drop: F17 Cincinnati, Ohio 45215-6301 Facsimile: (513) 243-9762	GE ENGINE SERVICES DISTRIBUTION, LLC. One Neumann Way, Mail Drop: Rm 111 Cincinnati, Ohio 45215-6301 Facsimile: (513) 771-5575	Jet Accessories Technicians, Inc. 13450 SW 129 Street Miami, FL 33186 (305) 256-9379
Signature: <u>[Signature]</u>	Signature: <u>[Signature]</u>	Signature: <u>[Signature]</u>
Name: Daniel A. Toole	Name: Mike D'Avignon	Name: <u>Michael Fernandez</u>
Title: Counsel	Title: Customer Account Manager	Title: <u>PRESIDENT</u>
Date: <u>2-16-07</u>	Date: <u>2/13/07</u>	Date: <u>2-14-07</u>

ARTICLE I - ORDER PLACEMENT

- A. PURCHASER may place purchase orders for PRODUCT using one of the following methods: regular or express mail, electronic transmission (including facsimile or any other agreed upon format), ARINC, SITA utilizing ATA Specification 2000 (Chapter 3 format) or, if applicable, through the GE Customer Web Center ("CWC") or other GE Web site in accordance with Article XIII - Electronic Purchase Orders below.
- B. SELLER's affirmative written acknowledgment of each purchase order shall constitute acceptance thereof. SELLER reserves the right to limit quantities of PRODUCT.

ARTICLE II - DELIVERY

- A. Subject to the terms and conditions herein:
- (i) For PRODUCT(S) shipped to a domestic U.S. destination, Delivery of such PRODUCT(S) shall be Ex Works (Incoterms 2000), SELLER's Facility, Evendale, Ohio, U.S.A. or point of manufacture, or other facility, at SELLER's option; or
 - (ii) For products shipped to a destination outside of the U.S., Delivery of such PRODUCT(S) shall be DDU (Incoterms 2000) frontier of the destination country; or
 - (iii) In the event shipment cannot be made for reasons set forth in Article IV, Delivery shall be to storage (see Para. E below).
- B. Title to and risk of loss or damage shall pass to PURCHASER upon delivery. Unless otherwise agreed, PURCHASER shall be responsible for both the export of the PRODUCT(S) from the U.S. and the import of the PRODUCT(S) into the foreign destination. However, for PRODUCT(S) to be delivered DDU (Incoterms 2000), SELLER shall be responsible for the export of such PRODUCT(S) out of the U.S. Regardless of the time and place of Delivery, PURCHASER shall pay the cost of the transportation of the Products from the point of shipment until Delivery.
- C. SELLER shall deliver the PRODUCT(S) in accordance with a mutually agreed upon schedule as set forth in the Order. Partial and advance deliveries shall be permitted.
- D. Delivery dates are based upon (i) receipt by SELLER of all information necessary to permit SELLER to proceed with the work immediately and without interruption; and (ii) PURCHASER's compliance with the applicable payment terms.
- E. In the event SELLER delivers products to storage, (i) SELLER shall invoice PURCHASER for the delivery price of such PRODUCT(S) and payments shall be made by PURCHASER in accordance with the payment terms set forth in this AGREEMENT; (ii) SELLER shall invoice PURCHASER for all expenses incurred by SELLER for activities such as, but not limited to, preparation for and placement into storage and handling, storage, inspection, preservation and insurance, and payments shall be made by PURCHASER within thirty (30) days after submission of SELLER's invoices; and (iii) SELLER shall assist and cooperate with PURCHASER in any reasonable manner with respect to the removal of any such PRODUCT from storage.

ARTICLE III - TAXES

- A. The PURCHASER shall be responsible for the payment of any taxes (including without limitation, sales, use, ad valorem, excise, turnover or value added taxes), duties, fees, charges, imposts, tariffs, or assessments of any nature (but excluding income taxes imposed by the Government of U.S.) ("Taxes"), legally assessed or levied by any Governmental authority against SELLER or its employees as a result of any sale, delivery, transfer, use, export, import, or possession of PRODUCT, or otherwise in connection with this AGREEMENT.
- B. If claim is made against SELLER for any such Taxes, SELLER shall immediately notify PURCHASER and, if requested by PURCHASER, SELLER shall not pay except under protest, and if payment is made, SELLER, if requested by PURCHASER, shall use all reasonable efforts to obtain a refund thereof. If all or any part of any such Taxes are refunded, SELLER shall repay to PURCHASER such part thereof as PURCHASER shall have paid. PURCHASER shall pay to SELLER, upon demand, all expenses (including penalties, interest and attorney's fees) incurred by SELLER in protesting payment and in endeavoring to obtain such refund.
- C. All payments by PURCHASER to SELLER under this Agreement shall be free of all withholdings of any nature whatsoever except to the extent otherwise required by law, and if any such withholding is so required, PURCHASER shall pay an additional amount such that after the deduction of all amounts required to be withheld, the net amount received by SELLER shall equal the amount that SELLER would have received if such withholding had not been required.

ARTICLE IV - EXCUSABLE DELAY

SELLER shall not be liable for delays in delivery or failure to perform due to: (1) causes beyond its reasonable control; (2) acts of God, acts of PURCHASER, acts of civil or military authority, fires, strikes, floods, epidemics, war, civil disorder, riot, or delays in transportation; or (3) inability due to causes beyond its reasonable control to obtain necessary labor, material, or components. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. This provision shall not, however, relieve SELLER from using reasonable efforts to continue performance whenever such causes are removed. SELLER shall promptly notify PURCHASER when such delays occur or impending delays are likely to occur and shall continue to advise PURCHASER of new shipping schedules and/or changes thereto.

ARTICLE V - PATENTS

- A. SELLER shall handle all claims and defend any suit or proceeding brought against PURCHASER insofar as based on a claim that, without further combination, any PRODUCT furnished under this AGREEMENT constitute an infringement of any patent of country that is signatory to Article 27 of the Convention on International Civil Aviation signed by the United States at Chicago on December 7, 1944, in which CUSTOMERS are authorized to operate. This paragraph shall apply only to any PRODUCT manufactured to SELLER's design.
- B. SELLER's liability hereunder is conditioned upon PURCHASER promptly notifying SELLER in writing and giving SELLER authority, information, and assistance (at SELLER's expense) for the defense of any suit or proceeding. In case such PRODUCT is held in such suit or proceeding to constitute infringement and the use of said PRODUCT is enjoined, SELLER shall expeditiously, at its own expense and at its option, either (1) procure for PURCHASER the right to continue using said PRODUCT; (2) replace same with satisfactory and noninfringing PRODUCT; or (3) modify same so it becomes satisfactory and noninfringing. SELLER shall not be responsible for any incidental or consequential damages, including, but not limited to, costs, expenses, liabilities, and/or loss of profits resulting from loss of use under this Article V.
- C. The foregoing shall constitute the sole remedy of PURCHASER and the sole liability of SELLER for patent infringement.

ARTICLE VI - INFORMATION AND DATA

- A. All information and data (including, but not limited to, manuals, service bulletins, technical publications, illustrated parts catalogues, designs, drawings, blueprints, tracings, plans, models, layouts, specifications, and memoranda) which may be furnished or made available to PURCHASER, directly or indirectly, as the result of this AGREEMENT, shall remain the property of SELLER, and shall be used by PURCHASER for the sole purpose of servicing, maintaining or overhauling ENGINES for CUSTOMERS. All such information and data is proprietary to SELLER, is disclosed by SELLER to PURCHASER in confidence, and shall neither (i) be used by PURCHASER or furnished by PURCHASER to any other person, firm or corporation for the design or manufacture of any products, articles, compositions of matter or processes or for the creation, manufacture, development, or derivation of any repairs, modifications, spare parts, designs, or configuration changes, or to obtain FAA or any other government or regulatory approval of any of the foregoing nor (ii) be permitted out of PURCHASER's possession nor divulged to any other person, firm or corporation. Upon termination of this AGREEMENT or at SELLER's request, all such information and data shall, at SELLER's discretion, either be returned to SELLER or be destroyed by PURCHASER with such destruction confirmed in writing.
- B. Nothing in this AGREEMENT shall convey or grant the right to reproduce or cause the reproduction of any PRODUCT of a design identical or similar to that of any PRODUCT or give to PURCHASER a license under any patents or rights owned or controlled by SELLER.

ARTICLE VII - TERMINATION FOR INSOLVENCY

- A. Upon the commencement of any bankruptcy or reorganization proceeding by or against either party hereto (the "DEFAULTING PARTY"), the other party hereto may, upon written notice to the DEFAULTING PARTY, cease to perform any and all of its obligations under this AGREEMENT and the purchase orders hereunder (including, without limitation, continuing work in progress and making deliveries or progress payments or down payments) unless the DEFAULTING PARTY shall provide adequate assurance, in the opinion of the other party hereto, that the DEFAULTING PARTY will continue to perform all of its obligations under this AGREEMENT and the purchase orders hereunder in accordance with the terms hereof, and will promptly compensate the other party hereto for any actual pecuniary loss resulting from the DEFAULTING PARTY or the trustee thereof shall fail to promptly provide such adequate assurance, upon notice to the DEFAULTING PARTY by the other party hereto, this AGREEMENT and all purchase orders hereunder shall be canceled.
- B. Either party, at its option, may cancel this AGREEMENT or any purchase order hereunder with respect to any or all of the PRODUCT to be furnished hereunder which are undelivered or not furnished on the effective date of such cancellation by giving the other party written notice at any time after a receiver of the other's assets is appointed on account of insolvency, or the other makes a general assignment for the benefit of its creditors and such appointment of a receiver shall remain in force undismissed, unvacated or unstayed for a period of sixty days thereafter. Such notice of cancellation shall be given thirty days prior to the effective date of cancellation, except that, in the case of a voluntary general assignment for the benefit of creditors, such notice need not precede the effective date of cancellation.

ARTICLE VIII - LIMITATION OF LIABILITY

- A. The liability of SELLER to PURCHASER arising out of, connected with, or resulting from the manufacture, sale, delivery, possession, use, or handling of any PRODUCT, whether in design, contract, tort (including negligence) warranty, strict liability, or otherwise, shall not in any event exceed the purchase price of the PRODUCT giving rise to PURCHASER's claim. All such liability shall terminate upon the expiration of the warranty period specified in Article IX - Warranty below. The foregoing shall constitute the sole remedy of PURCHASER and the sole liability of SELLER. In no event shall SELLER be liable for loss of use, loss of revenue, downtime, lost profits, or for any other special, incidental, exemplary, or consequential damages. PURCHASER shall indemnify and hold SELLER harmless for

and from all claims and loss of third parties due to or arising out of the negligence or willful misconduct of PURCHASER in connection with PURCHASER'S possession, use or handling of any PRODUCT.

- B. If PURCHASER furnishes or transfers any PRODUCT to any third party ("TRANSFeree"), PURCHASER shall obtain from TRANSFeree a written and enforceable provision affording SELLER the protection of this Article VIII. If PURCHASER fails to obtain such an agreement from TRANSFeree, PURCHASER shall indemnify and hold SELLER harmless for all claims made by TRANSFeree.

ARTICLE IX - WARRANTY

- A. SELLER warrants that the PRODUCT sold hereunder will at the time of delivery be free from defects in material, workmanship, and title. If PURCHASER notifies SELLER in writing within one year from date of shipment that the PRODUCT does not meet such warranty, (i) PURCHASER shall deliver such PRODUCT Delivered Duty Paid (DDP Incoterms 2000) SELLER's facility in Evendale, Ohio, or Erlanger, Kentucky and (ii) SELLER shall, at its option, upon satisfactory demonstration by PURCHASER that the PRODUCT was defective at the time of delivery, correct any such defect, either by repairing the defective PRODUCT, making available a repaired or replacement PRODUCT, Ex Works (Incoterms 2000) Evendale, Ohio, or Erlanger, Kentucky, as applicable, or refunding the purchase price of such PRODUCT. In the event SELLER elects to repair or replace a PRODUCT, the unexpired portion of the warranty for the original PRODUCT shall be applicable to the repaired or replaced PRODUCT.
- B. Upon PURCHASER's delivery of PRODUCT to SELLER's CUSTOMER, SELLER agrees to warrant such PRODUCT in accordance with its standard PRODUCT warranties with such SELLER's CUSTOMER.
- C. This warranty is applicable only if the PRODUCT is operated, handled, maintained, or repaired in accordance with the then-current recommendations of SELLER as stated (and made available within the scope of this AGREEMENT), in the applicable technical publications or other written instructions.
- D. With respect to certain PRODUCT which may be provided hereunder, to the extent it has the right to do so, SELLER shall make available to PURCHASER the benefit of any warranty provided by SELLER's vendor. The foregoing shall be SELLER's sole liability with respect to such certain other PRODUCT provided hereunder.
- E. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SELLER'S WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, STATUTORY, ORAL, OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE).

ARTICLE X - GOVERNMENTAL AUTHORIZATION AND EXPORT SHIPMENT

- A. PURCHASER shall be responsible for obtaining any required authorization such as an export license, import license, exchange permit, or any other required governmental authorization, and shall be responsible for complying with all US and foreign government licensing and reporting requirements. However, SELLER shall have responsibility for exporting any required GE technical data. PURCHASER and SELLER shall assist each other in every manner reasonably possible in securing and complying with such authorizations as may be required. PURCHASER further agrees to comply with all U.S. export control laws and regulations and any amendments thereto.
- B. PURCHASER shall restrict disclosure of all information and data furnished thereto under this AGREEMENT and shall ship the direct product of such information and data to only those destinations which are authorized by the U.S. Government.
- C. In addition, if PURCHASER has requested in writing and SELLER has agreed in writing to assist PURCHASER in arranging for export shipment of hardware PRODUCT, PURCHASER shall pay SELLER for all fees and expenses including, but not limited to, those covering preparation of consular invoices, freight, storage, and Warehouse-to-Warehouse (including war risk) insurance, upon submission of SELLER's invoices. In such event, SELLER will assist PURCHASER in applying for any required Export License and in preparing consular documents according to PURCHASER's instructions or in the absence thereof, according to its best judgment. In no event shall SELLER be liable if any authorization is delayed, denied, revoked, restricted, or not renewed and PURCHASER shall not be relieved of its obligation to pay SELLER.

ARTICLE XI - NOTICES

Any notice provided under this AGREEMENT shall become effective upon receipt and shall be in writing and be delivered or sent by mail, express/shipping service, or electronic transmission (including facsimile or any other agreed upon format) to the parties' address provided on the first page of this AGREEMENT. Notice sent by U.S. mail or express/shipping service that does not allow for tracking, postage prepaid shall be deemed received within seven days after deposit. Notice sent by express/shipping service that can be tracked shall be deemed received upon receipt.

ARTICLE XII - DISPUTE RESOLUTION

- A. This Agreement will be construed, interpreted and applied in accordance with the law of the State of New York, excluding its conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods.

- B. PURCHASER and SELLER shall use commercial good faith efforts to resolve informally any controversy, claim or dispute arising out of or relating to this Agreement, including, without limitation, any dispute involving the interpretation, validity, performance, breach or enforcement of this Agreement ("Dispute"), within sixty days of written notice of a Dispute, unless otherwise extended by written agreement. In the event such efforts fail, PURCHASER and SELLER agree to forsake litigation and shall thereafter submit such Dispute to final, exclusive and binding arbitration administered by the American Arbitration Association pursuant to its Commercial Rules in effect as of the date hereof, and judgment upon the award rendered by the arbitral tribunal may be entered in any court having jurisdiction thereof. The arbitration proceedings shall be conducted before a panel of three neutral arbitrators, all of whom shall be members of the Bar of the State of New York, actively engaged in the practice of law for at least ten years. The place of the arbitration shall be New York, New York and shall be conducted in the English language. The arbitrators will have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of the Agreement. The award shall be in writing, and the tribunal shall state the basis for the award. All fees and expenses of the arbitration shall be borne by the executing parties equally. However, each executing party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs. The arbitration and all proceedings shall be confidential and neither executing party nor the arbitrators may disclose to any third party the existence, content (including communications, documents and pleadings), or results of any arbitration hereunder without the prior written consent of each executing parties.

- C. Notwithstanding the foregoing, any executing party may resort to any court of competent jurisdiction to the extent reasonably necessary to (i) avoid expiration of a claim that might eventually be permitted, (ii) obtain interim relief, including injunctive relief, to preserve the status quo or prevent irreparable harm, or (iii) vindicate an executing party's intellectual property rights, including, without limitation, the recovery of money damages for infringement or other misappropriation. For purposes of this Agreement, the executing parties consent to the non-exclusive jurisdiction of the state and federal courts located in New York, New York.

- D. The executing parties hereby agree that all of the transactions contemplated by this Agreement shall constitute and shall be deemed to constitute commercial activities. To the extent that PURCHASER now or in the future may be entitled in any jurisdiction whatsoever to claim or permit to be claimed for itself or any of its agencies, instrumentalities, properties, or assets, immunity to which it or its assets or property may be entitled on the basis of state ownership or control of such party's assets or shares, or as arising from an act of state or sovereignty, from suit, execution, setoff, attachment, or other legal process of any nature whatsoever, PURCHASER hereby expressly and irrevocably waives such immunity and hereby agrees not to claim or to permit to be claimed on its behalf or on behalf of its agencies or instrumentalities any such immunity. Without limiting the foregoing, PURCHASER hereby expressly waives any right to claim immunity under the laws its nation, the United States, or any similar law in any other jurisdiction in the world. The waiver contained herein shall be deemed to be made and repeated as if advanced as an express waiver in each instance of every claim asserted under this Agreement.

ARTICLE XIII - ELECTRONIC PURCHASE ORDERS

- A. SELLER may grant PURCHASER access to and use of the GE Customer Web Center ("CWC") and/or other GE Web sites (collectively, "GE Sites"). PURCHASER agrees that access and use of the GE Sites are governed by the applicable GE Site Terms and Conditions posted on the respective GE Site, except that if such GE Site Terms and Conditions conflict with the provisions of these GE General Terms Agreement Terms and Conditions, these GE General Terms Agreement Terms and Conditions shall govern.
- B. SELLER may permit PURCHASER to place purchase orders for Products on the GE Sites by one or more electronic methods that indicate PURCHASER's assent to purchase, including but not limited to clicking buttons on the GE Site that state "Buy" or "I accept" or "I approve" ("Electronic PO's"). The Parties agree that Electronic PO's constitute legally valid, binding purchase orders as described in Article I above. The Parties agree that such Electronic PO's have the same force and effect as purchase orders submitted in paper format with the PURCHASER's ink signature. The Parties also agree that such Electronic PO's are subject to these GE General Terms Agreement Terms and Conditions.
- C. PURCHASER represents and warrants that any employee or representative who is permitted to place Electronic PO's is authorized to enter into transactions with GE and that such employee or representative has obtained login name(s) and password(s) through the GE-approved Web site registration process. The Parties agree that the SELLER is entitled to rely on the validity of a login name or password unless notified otherwise by SELLER.
- D. Each Party agrees that it will not base any contest to the validity of any Electronic PO on the electronic nature of the Electronic PO or the fact that the purchase order was placed in other than a paper format and without an ink signature.

ARTICLE XIV - MISCELLANEOUS

- A. This AGREEMENT may not be assigned, in whole or in part, by either party without the prior written consent of the other party, except that PURCHASER's consent shall not be required for the assignment by GE to a subsidiary or an affiliated company of GE. PURCHASER shall notify SELLER in writing of any direct or indirect change of control or

- ownership of PURCHASER (except for publicly traded stock acquisitions (cumulative) of 10% or less of the outstanding shares of stock of PURCHASER), and in such event, SELLER shall, at its option have the right to terminate this AGREEMENT.
- B. The rights herein granted and this AGREEMENT are for the benefit of the executing parties hereto and are not for the benefit of any third person, firm or corporation, and nothing herein contained shall be construed to create any rights in any third parties under, as a result of, or in connection with this AGREEMENT.
- C. This AGREEMENT contains the entire and only agreement between the parties, and it supersedes all pre-existing agreements between such parties, respecting the subject matter hereof; and any representation, promise, or condition in connection therewith not incorporated herein shall not be binding upon either party. No modification, renewal, extension, waiver, or termination of this AGREEMENT or any of the provisions herein contained shall be binding upon the party against whom enforcement of such modification, renewal, extension, waiver, or termination is sought, unless it is made in writing and signed on behalf of SELLER and PURCHASER by a duly authorized representative.
- D. This AGREEMENT contains information specifically for PURCHASER and SELLER and nothing herein contained shall be divulged by PURCHASER or SELLER to any third person, firm, or corporation, without the prior written consent of the other party.
- E. PURCHASER shall not use directly or indirectly, in whole or in part, SELLER's name, trademarks or logos or any other trademark or name that is now or may hereafter be owned by SELLER in any way in connection with PURCHASER's business, including but not limited to any advertisement or public statements, except in the manner and to the extent that SELLER may specifically consent in writing.
- F. This AGREEMENT shall automatically terminate **three (3) years** from the date of execution hereof, unless terminated sooner as provided herein. Notwithstanding the preceding sentence of this paragraph F, this AGREEMENT may be terminated anytime by either party for any reason upon thirty (30) days written notice to the other party. Upon termination, all rights and obligations of the parties hereunder shall terminate forthwith except:
1. the obligation to make full payment of any amount due under the terms of this AGREEMENT;
 2. the obligations of the parties under any purchase order which was accepted prior to the date of termination; and
 3. the provisions of Articles V (Patents), VI (Information and Data), VIII (Limitation of Liability), IX (Warranty), X (Governmental Authorization), Article XII (Dispute Resolution) and Paragraphs C, D, E and F of this Article XIV.
- G. Unless otherwise specifically agreed in writing by SELLER, nothing in this AGREEMENT shall convey to PURCHASER, and PURCHASER shall not receive, any commercial benefit or other economic participation from SELLER that may be offered, discussed, or otherwise included in service bulletins or other SELLER documentation: (i) issued pursuant to a service bulletin subscription purchased hereunder; or (ii) issued pertaining to any PRODUCT purchased hereunder.



Subject to the GE Standard Terms and Conditions (Revision 11/03) attached hereto, General Electric Company ("GE"), a New York corporation; GE Engine Services Distribution, LLC ("GEESD"), a Delaware limited liability company (hereinafter collectively referred to as "SELLER"), and Jet Accessories Technicians, Inc., a Florida corporation (hereinafter referred to as "PURCHASER") hereby enter into this agreement for the sale of certain PRODUCT for the support/service of GE turbofan engines (as specified by model in Purchaser Information/Entitlement section below), modules and parts thereof and related accessories (herein called "ENGINES"). NOW, THEREFORE, in consideration of the mutual covenants, the executing parties agree as follows:

REQUIRED DOCUMENTS OF PROOF:

- A. By signing this AGREEMENT, the PURCHASER certifies that the PURCHASER is either: (1) An airline with a current and valid operator's certificate for ENGINES; (2) a repair station certified and authorized by the FAA, or equivalent regulatory agency recognized by FAA, to overhaul ENGINES, modules and parts thereof using PRODUCTS; (3) an authorized representative or agent of an owner or operator of ENGINES (For the avoidance of doubt, an owner or operator of ENGINES is hereinafter referred to as the "CUSTOMER"); (4) a leasing company that either (a) owns, operates, or leases aircraft equipped with ENGINES, or (b) owns, performs work on, or leases ENGINES to the CUSTOMERS, or (5) an organization that provides under CUSTOMER purchase order specialized maintenance, testing, inspection, or training to CUSTOMER's to assist with the operation of ENGINES owned, leased, or managed by CUSTOMERS.
- B. The PURCHASER agrees to submit all supporting documents verifying the status, applicable to the PURCHASER to the satisfaction of SELLER.
- C. Even after the PURCHASER has purchased any PRODUCT in accordance with the terms and conditions of this AGREEMENT, PURCHASER agrees to provide, upon SELLER's request, additional further documents of proof, at any time during the term of this AGREEMENT.

PRODUCT:

- A. As used herein, the term PRODUCT is defined to include, but is not limited to,
1. spare parts for ENGINES,
 2. publications for ENGINES,
 3. tooling, (includes test/inspection equipment) for ENGINES, and/or
 4. test cell correlation for ENGINES.
- a. In the event SELLER agrees to provide test cell correlation to PURCHASER, SELLER will determine, other terms and conditions that may include, but not limited to:
- (1) Travel dates, time, location, and duration for the correlation effort,
 - (2) Level and scope of engineering effort required for test planning, test performance, analysis and reporting,
 - (3) Production Baseline Engine Test Run requirements, and
 - (4) Requirements for reconfiguration of the test engine prior to test.
- b. PURCHASER shall be responsible for all costs and expenses such as (1) test engine and POS transportation (2) cost associated with SELLER's engineers' travel to and from the SELLER facilities, to PURCHASER locations, (3) meals, lodging, local transportation etc. while at PURCHASER'S location while carrying out activities related to the test cell correlation.
- B. Any particular PRODUCT(S) that may be made available by SELLER shall be made available at SELLER'S sole discretion and shall be as identified in this AGREEMENT.
- C. Except as otherwise agreed in writing, this Agreement, together with any other terms and conditions of sale that may be necessary depending upon the type of PRODUCT, shall be the exclusive terms and conditions of sale applicable to the sale of PRODUCT. This AGREEMENT shall be in lieu of the terms and conditions appearing on the face or reverse side of, or attachments to, any purchase order submitted by PURCHASER to purchase PRODUCT, except that the specific nature of PRODUCT, price, quantity, delivery dates, payment terms, shipping instructions, etc. may be as set forth by SELLER in the written acknowledgment acceptance of the PURCHASER's purchase order.
- D. The PRODUCT shall be packaged and labeled in accordance with: (a) standard industry practice, or (b) ATA Specification No. 300, Revision No. 4, or to a revision mutually agreed in writing between SELLER and PURCHASER. SELLER shall notify PURCHASER, where applicable, that certain PRODUCT is packed in unit package quantities (UPCs), or multiples thereof.

PAYMENT TERMS:

Unless otherwise agreed in writing by SELLER, all sales of PRODUCT shall be on a "Cash-in-advance of Delivery" basis.

PRICES:

- A. The selling prices of PRODUCT may be quoted by SELLER to PURCHASER, or shall be as published in SELLER's then-current price lists or catalogs for the applicable PRODUCT or as furnished in Procurement Data issued (and revised periodically) by SELLER in accordance with ATA Specification 2000.
- B. The selling prices of PRODUCT shall be expressed in U.S. Dollars and PURCHASER shall pay in U.S. Dollars.

PURCHASER INFORMATION/ENTITLEMENT (FOR SELLER'S USE ONLY)

Company Type: ☐ Airline / Cargo Leasing / Corporate
☒ Maintenance / Overhaul / Repair
☐ Other: _____

Approved For: _____

☒ Spare Parts
☒ Tooling
☒ Publications
☐ Other: _____

Engine Models: ☐ CF6-80A ☐ CF6-80C ☐ CF6-80E ☐ CF34

Initiating Organization: Customer & Product Support Operations

January 21, 2004

Approved By: (CSC Only) David Johannemann

Duty Executed For and on Behalf of:

GENERAL ELECTRIC COMPANY
One Neumann Way,
Mail Drop: F17
Cincinnati, Ohio 45215-6301
Facsimile: (513) 243-9762

GE ENGINE SERVICES DISTRIBUTION, LLC.
One Neumann Way,
Mail Drop: Rm 111
Cincinnati, Ohio 45215-6301
Facsimile: (513) 552-2325

Jet Accessories Technicians, Inc.
13450 S.W. 129 Street
Miami, FL 33186
305 256 9379

Signature:

Signature:

Signature:

Name: Daniel A. Toole

Name: Barry Barrett

Name: Michael Farnsworth

Title: Counsel

Title: Leader, Customer Accounts

Title: President

Date: 1-29-04

Date: 1-29-04

Date: 1-29-04

Pratt and Whitney Global Service Partners *Approved Supplier / Sub-Contractor*

Certificate Number

143-R

This certificate is issued to:

Jet Accessories Technicians, Inc

Whose business address is:

**13450 SW 129 St
Miami, FL, 33186**

At the time of review, this organization's procedures, processes, and certifications were found to meet Pratt & Whitney Global Service Partners' supplier quality system requirements, as defined in the PWGSP QA101 Revision 3. The purpose of this certificate is to identify the supplier as an entity currently listed on the Qualified Supplier List, who is subject to the Supplier Quality Assurance Audit Program and who was found to meet the requirements at the time of audit. It is the suppliers obligation to maintain compliance to the P&W quality system requirements at all times

This approval is restricted to:

As limited on current and pertinent regulatory certificates, operation specifications, and capability lists.

This certificate, unless cancelled, suspended, or revoked shall remain in effect until:

31 December 2007

For and on behalf of PWGSP

Andrea Gryak

P&W GSP Supplier Quality Manager

This certificate is not transferable and any major change in the basic facilities, location, certification, or management shall be immediately reported to a Supplier Quality Assurance representative of a Pratt & Whitney Global Services Partners company.