

This Estimate is subject to the following Terms and Conditions (this “Agreement” and/or “Estimate”) and is entered between Aero Star Aviation, LLC (“Aero Star”) and (“Customer”) (with Aero Star and Customer as “Party” or “Parties” as the case may be).

NOW, THEREFORE, in consideration of the mutual covenants set forth below and for other good and valuable consideration, the receipt and adequacy of which each of the Parties hereby acknowledges, the Parties agree as follows:

Down Time

The estimated time to accomplish the above estimated items is TBD Business Days (“Down Time”). The expected date of arrival of the Aircraft to Aero Star is (“Commencement Date”). The total Down Time will be determined by the total work scope, which may be unknown at this time. Any additional items requested by the Customer not listed on this Estimate and other items which may be discovered during the work contemplated by this Agreement may affect this Down Time and the Down Time shall be extended to accommodate such.

Work Scope

All discrepancies discovered as a result of the inspection(s) are not covered by the Estimate or any Flat Rate quoted by Aero Star. All discrepancies discovered will be presented to the customer for approval which will include estimated parts, labor and outside service prior to working the discrepancy. This estimate does not cover the repair of any hidden damage that may be discovered as a result of an inspection or repair. Each item on this Estimate requires being initialed by Customer accepting or declining each item as presented. Additionally, it is required that the Customer sign and date at the bottom of this Estimate agreeing to these terms and conditions. With this signed and dated Estimate, Aero Star will initiate a work order for the accomplishment of agreed items.

Payments and Charges

All items discovered as part of the above inspections will be worked at an hourly rate unless agreed upon by both parties. In preparation for the work to be accomplished, parts may be purchased, and labor may be expended. Client understands and agrees to the extent such is the case and to the extent Customer terminates this Agreement, Customer will be and will remain responsible for any such incurred charges. A 25% down payment will be required upon induction of the aircraft unless agreed upon by both parties. There may be a requirement for additional progress payments. This Estimate does not include charges for sales tax, duties, freight, tire disposal, environmental fees or miscellaneous shop supplies, which are the responsibility of the Customer and to be added to the costs to be charged to Customer of this Estimate. Shop supplies will be charged at 3% of total labor or \$2500.00 maximum. Credit card fees are subject to a 3% processing fee.

For fuel leak surveys, Customer agrees to provide a credit card in order to purchase any fuel that is required in order to perform any fuel leak work. Fuel becomes property of the Customer. Service charge

for defueling and fueling will be .50 cents per gallon over 250 gallons. Anything less than 250 gallons will be a flat \$125.00.

All repaired or overhauled components are subject to additional billing for items of that component that are beyond manufactures repair limits. All customer supplied parts will be subject to a 10% surcharge. It is understood by the customer that this Estimate does not guarantee the return to service of the aircraft to an airworthy condition. Any item may be amended with express written consent of both Parties.

Aero Star will impose daily storage charges for the Aircraft beginning on the 3rd day following delivery of completed work contemplated by this Agreement. Daily storage charges will be invoiced to the Customer until such time as the Aircraft is removed from Aero Star's facility or Aero Star is formally authorized to resume work on related inspections, modifications or repairs. Daily storage charges to Customer will be \$350 if the Aircraft remains idle in an Aero Star maintenance hangar, or \$75.00/day if tied down outside on Aero Star's ramp space.

Delay

Aero Star shall not be liable for any delays in delivery, performance or failure to perform or deliver due to causes beyond Aero Star's reasonable control, acts of God, acts of customer, acts of government, increase of work scope requested by Customer, delays or shortages by the supplier or delays in transportation of materials. In the event of delays, the Down Time will be extended for a period of time that is necessary to compensate for the delay.

Payment/Governing Law and Venue

Payment in full is due at time of delivery unless other arrangements for payment have been agreed to in writing by Aero Star. Failure to meet any payment agreement for services rendered will be subject to the laws of Texas and shall constitute a lien on the aircraft as authorized by Texas Property Code, Section 70 et. Seq., and shall remain in effect until such time as the debt has been paid in full with interest. The Laws of Texas shall govern the validity, construction and interpretation of this Agreement and the Parties hereto submit to the exclusive jurisdiction and venue of the courts of Dallas County, Texas in connection with any matter relating to the subject matter hereof.

Severability and Waiver

If any provision of this Agreement is prohibited or unenforceable in any jurisdiction, such prohibition or unenforceability shall not invalidate the remaining provisions hereof or affect the validity or enforceability of such provisions in any other jurisdiction. In addition, the failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or prejudice the right of such Party to enforce such provision at any subsequent time.

Entire Agreement

This Agreement constitutes the entire Agreement between the Parties. No statements, promises, or inducements made by any Party to this Agreement, or any agent or employees of either Party, which are not contained in this written contract will be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by the Parties.

Beneficiaries of Agreement

The rights and obligations contained herein are provided for the exclusive benefit of the Parties hereto and shall not benefit, and do not benefit, any other person or entity.

Notice

All notices pursuant to this Agreement shall be deemed served if hand delivered or sent by fax, email, express courier, or United States certified mail, return receipt, postage prepaid, to the Customer or Aero Star at their respective contact information on the date of receipt.

Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Any Party's signature for this Agreement may be exchanged by facsimile or other electronic transmission and thereafter shall have the same force and effect as an original signature. Customer warrants that Customer is signing on behalf of Customer not as an agent for any third Party.

Headings

The headings to the sections to this Agreement are solely for convenience and have no substantive effect on the Agreement nor are they to aid in the interpretation of the Agreement.