

AGREEMENT

ARTICLE 1 — SCOPE OF AGREEMENT

Except to the extent covered by separate written agreements between Single Point Assist ("SPA") and the undersigned Member ("Member"), (i) this Agreement contains the entire understanding of the parties and shall govern all matters relating to the acquisition of all services and goods by Member from, or through any arrangement made by, SPA or any subsidiary of SPA, and (ii) Member agrees that any revision(s) to this Agreement, when delivered by SPA, shall be deemed accepted and effective upon subsequent use of any of SPA's services.

ARTICLE 2 - OBLIGATIONS.

2.1 Obligations of SPA. In the event of an unscheduled maintenance occurrence, SPA will arrange for aircraft maintenance as requested by a Member for aircraft enrolled in this program as described in Appendix A pursuant to the following terms SPA will; (i) despatch at its own expense for the first one hour of service labour only up to the maximum number of callouts per this agreement a minimum of one level 1 technician (Basic non-certifying line maintenance and assistance) to the Member's aircraft located at airport serviced by SPA's network of Independent Service Providers, (ii) If the aircraft cannot be repaired by either a level 1 or level 2 technicians (FAA Certified A&P mechanic) on the spot, SPA will arrange for a level 3 (FAA and Aircraft Manufacture type approved repair facility) repair organisations to be contacted and arrangements made to have a suitably qualified technician despatched to the aircraft. All charges will be at the Members expense and will be charged to the member directly by the Level 3 organisation. If the member is located at an airport where a suitably qualified Level 3 organisation is located, SPA will pay for the first 1 hour of service per the terms of this agreement.

2.2. Obligations of the Member. (i) The Member agrees to provide SPA and its Independent Service Providers with aircraft technical and maintenance data as requested either electronically or by facsimile as required to facilitate repairs to their own aircraft. (ii) Members will provide aircraft crew communications contact phone numbers etc. to allow SPA to easily contact the crew in the event of call out, (iii) Members will provide to SPA contact details for the Members home base maintenance organisation and approval to contact same for defect rectification assistance, approval of Independent Service Provider certifying staff and general liaison to provide prompt and efficient service to the Member, (iv) All services as requested by the member for Level 1 and 2 services will be charged to the members credit card and must be paid in full before the aircraft is returned to service, and (v) in the event of a callout, the Member must remain with the aircraft and be able to produce their SPA Membership card. The aircraft tail number or registration markings must also be those of the SPA enrolled aircraft. If the aircraft is unattended when the technician arrives SPA shall be considered to have fulfilled its obligations under this agreement. If a second call out is required due to the fact that the

aircraft was unattended, SPA will charge the member a call out fee as detailed in the schedule of fees.

ARTICLE 3 — PRICES AND CHARGES

A schedule of charges is published in the SPA Fee Schedule in effect at the time. Prices for any services not on the SPA Fee Schedule shall be determined by SPA in its reasonable discretion.

ARTICLE 4 — INVOICING, PAYMENT TERMS; WITHHOLDING OF SERVICE.

4.1. Invoicing. SPA will invoice the Member for all sums due hereunder at the time the services are performed. Any additional third party charges over and above those levied at the time of service will be invoiced after SPA receives third party invoices and will include, without limitation, charges for communications made or accepted on Member's behalf. Invoices by mail or electronically transmitted text message shall be considered original invoices.

4.2. Payment. Member shall pay SPA for all services and goods provided at the request of Member by credit card at the time of the services being rendered, or otherwise supplied by or obtained through any agreement made by SPA or its service providers for the benefit of Member, including any tax, duty, fee, or other governmental charge for services and goods at such time as it is imposed or collected, even though retroactively imposed or collected. Payments for any additional third party charges are due net twenty (20) days from date of SPA's invoice. Past due amounts bear interest at the lesser of 1.5% per month, or the maximum rate permitted by the laws of the State of Georgia, and any interest which is in excess of such rate shall not be deemed interest and shall be automatically applied to the principal debt amount and/or as a credit to Member's account and the effective rate of interest shall be automatically reduced to such maximum rate. Payment shall be made in US Dollars by wire transfer, check, or draft to Single Point Assist LLC, at the bank or other location shown on the invoice, with all charges to Member for initiating any wire transfer to be in addition to the invoice and paid by Member. All payments, including bank transfers, shall indicate which invoice(s) the payment covers; otherwise, SPA may apply the payment to Member's invoices at SPA's discretion.

ARTICLE 5 — INVOICES UNDER INVESTIGATION

Unless disputed in writing by Member within 10 days of invoice date, all invoices shall be deemed correct and accepted by Member. Inquiries pertaining to charges for services or goods provided by third parties will be forwarded by SPA to the third party. If SPA has paid the third party prior to notice of Member's dispute inquiry, Member is responsible to pay SPA in full, subject to credit or refund by SPA to the extent a refund or credit is received from the third party. No dispute shall relieve Member of its obligation to timely pay undisputed portions of any invoice.

ARTICLE 6 — LIABILITY, DISCLAIMERS, RELEASE AND INDEMNITY

6.1. Services/Goods Providers. Providers of services and goods to Members are independent contractors, and SPA does not supervise their operations. Although SPA will make arrangements only with

providers SPA believes are responsible and reliable, SPA undertakes no investigation and disclaims responsibility for the acts and omissions of any providers or for the quality of services and goods sold or delivered by them, or for any defects therein, notwithstanding that SPA may share in the revenue from the operations of such providers. Selection of providers to sell and deliver services and goods who are authorized and permitted by authorities regulating the provision of the services and goods shall fully discharge any SPA duty of care in connection with the selection of providers. **MEMBER SHALL HAVE THE RIGHT AT ANY TIME TO INSPECT ANY GOODS TO BE DELIVERED BY A PROVIDER PRIOR TO ACCEPTING DELIVERY OF SUCH GOODS AND IS ENCOURAGED TO CONDUCT ANY FURTHER INVESTIGATION OR INSPECTION OF ANY PROVIDER WHICH IT THINKS IS NECESSARY OR APPROPRIATE.**

6.2. DISCLAIMERS. NEITHER SPA, NOR ANY OF ITS SUBSIDIARIES, SHALL BE LIABLE FOR ERRORS, DELAYS, OR INTERRUPTIONS IN PROVIDING SUCH SERVICES, OR ERRORS IN JUDGMENT, OR ANY OF THEIR OWN ACTS OR OMISSIONS, INCLUDING THEIR OWN NEGLIGENT ACTS OR OMISSIONS. SPA AND ITS SUBSIDIARIES AND PROVIDERS SHALL HAVE NO RESPONSIBILITY FOR AND HEREBY EXPRESSLY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE PROVISION OF ANY GOODS AND SERVICES HEREUNDER. FURTHER, MEMBER ACKNOWLEDGES THAT ALL SERVICES PROVIDED HEREUNDER ARE ADVISORY IN NATURE AND MEMBER AGREES IT HAS A DUTY TO AND SHALL REVIEW AND VERIFY THE ACCURACY AND CORRECTNESS OF ALL SERVICES SUPPLIED TO IT PRIOR TO USE.

6.3. LIMITATION OF LIABILITY. IN NO EVENT WILL SPA OR ITS SUBSIDIARIES OR PROVIDERS BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR EXEMPLARY DAMAGES, ARISING OUT OF THE PROVISION OR THE ATTEMPT TO PROVIDE SERVICES OR GOODS HEREUNDER IN EXCESS OF THE LESSER OF THE AMOUNT PAID BY MEMBER FOR ANY SERVICE OR GOODS OR FIFTY (US\$50.00) U.S. DOLLARS FOR EACH OF THE SERVICES OR GOODS INVOICED. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO DAMAGE TO PROPERTY OR PERSONS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF SPA. THE SOLE LIABILITY OF SPA AND ITS SUBSIDIARIES AND PROVIDERS, AND THE EXCLUSIVE REMEDY OF MEMBER FOR ANY INJURY OR DAMAGE TO MEMBER ARISING OUT OF THE ACQUISITION OF SERVICES OR GOODS PROVIDED BY SPA OR ITS SUBSIDIARIES OR PROVIDERS SHALL BE THE REMEDY SPECIFIED HEREIN.

6.4. Statute of Limitations. No action shall be brought against SPA by Member arising out of performance of this Agreement unless written notice of a claim has been delivered to SPA within ninety (90) days of the later of the claim arising, or Member learning of the existence of the claim. No action may be instituted against SPA less

than six (6) months after notice of the claim to SPA, or more than two years from the date the claim arises.

6.5. RELEASE AND INDEMNITY. MEMBER RELEASES AND COVENANTS NOT TO SUE SPA AND ITS SUBSIDIARIES AND PROVIDERS, AND INDEMNITIES AND SAVES SPA AND ITS SUBSIDIARIES AND PROVIDERS HARMLESS FROM AND AGAINST ANY LIABILITY, LOSS, COST, DAMAGE OR EXPENSE (INCLUDING REASONABLE ATTORNEYS FEES, AND INVESTIGATION AND DEFENSE COSTS) ARISING OUT OF OR IN CONNECTION WITH ANY CLAIM, SUIT OR PROCEEDING BROUGHT AGAINST MEMBER OR SPA AS A RESULT OF, OR IN CONNECTION WITH THE ACQUISITION BY MEMBER OF ANY SERVICES OR GOODS PROVIDED BY SPA OR ITS SUBSIDIARIES OR PROVIDERS. THIS INDEMNITY SHALL INCLUDE WITHOUT LIMITATION CLAIMS: (i) FOR PROPERTY DAMAGE, LOSS OF USE OR PROFITS, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF SPA HAS BEEN NOTIFIED OF THE POSSIBILITY OF ANY SUCH DAMAGES, (ii) FOR DEATH OF OR PERSONAL INJURY TO ANY PERSON, WHETHER OR NOT IN PRIVACY WITH MEMBER, INCLUDING, WITHOUT LIMITATION, THE EXECUTORS, PERSONAL REPRESENTATIVES AND ASSIGNS OF CLAIMANTS. THIS INDEMNITY SHALL BE EFFECTIVE REGARDLESS OF THE NATURE OR THE SOURCE OF SUCH CLAIM, WHETHER IN CONTRACT OR TORT, OR ABSOLUTE OR STRICT LIABILITY. THIS RELEASE AND INDEMNITY SHALL NOT APPLY TO DAMAGE TO PROPERTY OR PERSONS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF SPA.

ARTICLE 7 — LEASING OF AIRCRAFT/CHANGE OF OWNERSHIP

In the event Member leases or loans its aircraft to another party, unless SPA is notified otherwise in writing seven days prior to such leasing or loan, Member shall remain liable for all expenses incurred by the aircraft or crew as if the Member were operating the aircraft. Member shall also notify SPA of any change in ownership of its aircraft.

ARTICLE 8 — DURATION, TERMINATION AND MODIFICATION; NOTICE .

8.1. Duration/Termination/Modification. This Agreement is performable in Augusta, Georgia, USA and shall become effective when executed by an Officer of SPA. This Agreement, unless otherwise terminated as provided herein, shall continue in force until the expiry of the chosen subscription period or until terminated by either party giving thirty (30) days prior written notice to the other party. All obligations for payment for services or goods obtained by Member, or in its name, from or through SPA, prior to or subsequent to termination of this Agreement, and Articles 1-6, and 8-11 hereof, shall survive such termination or cancellation. Except as otherwise specifically provided in this Agreement, no waiver, alteration, or modification of this Agreement shall be binding unless in writing and signed by an Officer of SPA and a duly authorized representative of Member.

8.2. Notices. Any notice provided for herein shall be sent by: (i) certified mail, return receipt requested, (ii) hand delivery, or, (iii) fax transmission, addressed to the appropriate party, to Member at its invoice address or Fax number, and to SPA at 1771 Railroad Street, Corona, California, 92880, USA, or at such other address or Fax number as may be designated in accordance herewith. Unless otherwise stated herein, such notice shall be effective in the case of (i) above, on the third day after dispatch within the continental United States, or on the tenth day after dispatch elsewhere; in the case of (ii) above, when delivered; and, in the case of (iii) above, when sent, if sender's fax machine records the transmission, or recipient verifies receipt or recipient's conduct indicates receipt. Notice given, dispatched, or received on a non-business day or after business hours in the place of receipt will be deemed given, dispatched, or received on the next business day in that place. Electronic mail messages, unless acknowledged by return communication, shall be presumed undelivered and should be redelivered by another method until acknowledged. All fax or other electronic communications or confirmations sent in good faith from SPA to Member with respect to services shall be deemed agreed and assented to by Member, unless Member notifies SPA to the contrary by fax or other writing prior to any service being rendered, or the expiration of 48 hours, whichever first occurs.

ARTICLE 9 — GOVERNING LAW, SERVICE OF PROCESS WITH THE LAWS OF THE STATE OF GEORGIA, USA (EXCEPT ITS LAW PERTAINING TO CONFLICTS OF LAWS), AND THE JURISDICTION AND VENUE OF ANY ACTION ARISING OUT OF THIS AGREEMENT SHALL BE PROPER IN THE STATE OR FEDERAL COURTS SITUATED IN AUGUSTA, GEORGIA, OR THE PROPER COURT SITUATED IN THE CITY OF MEMBER'S PRINCIPAL PLACE OF BUSINESS. Service of process by certified mail, return receipt requested, postage prepaid and addressed to Member shall be sufficient to confer jurisdiction on any such court, regardless of where Member is geographically located or does business. At SPA's election, service of process and of judgment may also be made pursuant to any applicable international treaty or convention.

ARTICLE 10 — DEFAULT/REMEDIES.

In the event of Member's default under the terms of this Agreement, in addition to any other amount due SPA, Member shall also be liable to SPA for all costs and expenses, including without limitation reasonable attorney's fees and interest incurred by SPA in enforcing its rights hereunder.

ARTICLE 11 — GENERAL.

11.1. Third Party Beneficiaries. Except as otherwise provided herein, subsidiaries of SPA and PROVIDERS are third party beneficiaries of all rights of SPA and all duties owed by Member to SPA under the Articles titled: Liability, Disclaimers, Release and Indemnity, and Insurance. Except as provided in the preceding sentence, the provisions of this Agreement are for the benefit of the parties to this Agreement and not for the benefit of any other parties.

11.2. Assignment. Neither party may assign this Agreement or any interest therein without prior written consent of the other party, which consent will not be unreasonably withheld.

11.3. Language. This Agreement is executed and made in the English language, which shall be the official and governing language of this Agreement, and of all communications, transactions, and proceedings related hereto.

11.4. Invalid Provision. In the event any provision of this Agreement shall be held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. The parties hereby agree that any invalid provision shall be judicially reformed so as to effectuate as nearly as possible the intentions and purposes of the parties.

11.5. Titles of Articles. Article titles of this Agreement are for convenience only and are not to be used to explain, modify, amplify or interpret this Agreement.

11.6. Waiver. All rights of SPA hereunder are separate and cumulative, and no one of them, whether or not exercised, shall be exclusive of any other rights hereunder or any rights which SPA may have at law or in equity. No waiver by either party of any default hereunder shall be deemed a waiver of any other default hereunder.

11.7. Purchase Orders/Facsimile Execution. Member agrees that any purchase order, now existing or hereafter issued by Member, is for Member's own internal convenience and shall have the following language automatically incorporated therein: "The terms and conditions set forth in SPA's form of Agreement for Services, are made a part of this purchase order and are in lieu of all other terms and conditions, express or implied, in this purchase order. The terms and conditions set forth in SPA's form Agreement are also applicable for all renewals of this purchase order." Fax or other electronically transmitted text communications are deemed to be original writings of the parties for the purposes of this Agreement.

By checking the website check box the customer acknowledges having read the entire Agreement and indicates its agreement to the provisions of the Agreement set forth above, which Agreement shall supersede and control the provisions of any purchase order issued by Member before or after this date. This Agreement is subject to review and acceptance by SPA, at its offices in Augusta Georgia, USA, by its countersignature on this Agreement or issuance of one or more Single Point Assist Membership Cards.