

# GENERAL TERMS AND CONDITIONS

## VICTORY LANE AVIATION, LLC

### 1. APPLICABILITY.

(a) These terms and conditions (these "**Terms**") are the only terms that govern the provision of goods and/or services by Victory Lane Aviation, LLC ("**VLA**") to the customer identified in the Work Order ("**Customer**").

(b) VLA's accompanying work order quotes, Scope of Work (SOW), work orders, maintenance authorization, order confirmations or other document relating to the provision of goods or services (collectively, the "**Work Order**") and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Work Order, the Work Order shall govern, unless the Work Order expressly states that the terms and conditions of the Work Order shall control.

(c) These Terms prevail over any of Customer's general terms and conditions regardless of whether or when Customer has submitted its request for proposal, work authorization, order, or such terms. Provision of services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

2. **SERVICES.** VLA shall provide the services to Customer as described in the Work Order (the "**Services**") in accordance with these Terms.

3. **PERFORMANCE DATES.** VLA shall use reasonable efforts to meet any performance dates specified in the Work Order, and any such dates shall be estimates only. VLA shall not be liable for any delay in performance or delivery dates.

4. **CUSTOMER'S OBLIGATIONS.** Customer shall:

(a) cooperate with VLA in all matters relating to the Services and provide such access to Customer's aircraft identified in the Work Order ("**Aircraft**"), and such facilities as may reasonably be requested by VLA, for the purposes of performing the Services;

(b) respond promptly to any VLA request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for VLA to perform the Services in accordance with the requirements of this Agreement;

(c) provide such Customer materials or information as VLA may reasonably request to carry out the Services in a timely manner and ensure that such Customer materials or information are complete and accurate in all material respects; and

(d) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

5. **CUSTOMER'S ACTS OR OMISSIONS.** If VLA's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, VLA shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

6. **CHANGE TO SERVICES.** Customer may request changes to the Services if agreed to in writing by VLA. Customer acknowledges that any changes requested by Customer may affect price and time of completion of the Services and that Customer is responsible for any such change in price, including overtime required for such change. VLA may charge for the time it spends assessing and documenting a change request from Customer on a time and materials basis in accordance with the Work Order. VLA may, from time to time, change the Services without the consent of Customer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Work Order

7. **FEES AND EXPENSES; PAYMENT TERMS; INTEREST ON LATE PAYMENTS; LIEN.**

(a) In consideration of the provision of the Services by VLA and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the Work Order. Pricing set forth in the Work Order is good for a period of 30 days from the date of this Work Order.

Effective Date:

May 11, 2026

(b) Customer agrees to reimburse VLA for all reasonable travel and out-of-pocket expenses incurred by VLA in connection with the performance of the Services.

(c) Customer shall pay all deposits and progress payments, if any, in accordance with the terms of the Work Order. VLA may condition the scheduling of work or the continuance of work upon Customer's payment of deposits and progress payments. Customer shall pay all invoiced amounts due to VLA at or before time of aircraft delivery back to Customer. Customer shall make all payments hereunder in US dollars by wire transfer or other authorized means. Payments made via credit card will incur a convenience fee of an additional three percent (3.0%) to be paid by Customer.

(d) In the event payments are not received by VLA within 15 days after becoming due, VLA may:

(i) charge interest on any such unpaid amounts at a rate of 5.0% per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and

(ii) suspend performance for all Services until payment has been made in full.

(e) To secure prompt payment when due of all such amounts owed by Customer, VLA reserves all statutory and possessory lien rights to which VLA is entitled under applicable law and, whether or not any such statutory or possessory lien applies, Customer agrees that VLA may retain possession of the work and the Aircraft (and any part thereof) until all such amounts due and owing by Customer to VLA are paid to VLA. Customer, on its own behalf and, if Customer is not the owner of the Aircraft, in its capacity as agent of and on behalf of the owner of the Aircraft, further grants to VLA a security interest in and lien upon the work, the Aircraft (and any part thereof) and in any proceeds thereof, including but not limited to insurance proceeds and proceeds from the sale or disposition of the Aircraft or any portion thereof (the work, the Aircraft and any part and proceeds thereof, collectively, the "**Collateral**"), to secure prompt payment when due of all amounts owed by Customer to VLA. If any amount due and owing VLA has not been paid by Customer within ninety (90) days of the due date, including, without limitation, all applicable late fees, interest charges, taxes, attorney fees, and any other Additional Charges referenced in Section 18 below, VLA shall have the right to deem the Collateral, and any other personal property of Customer in VLA's possession, as abandoned and to sell the Collateral or such property as provided in any applicable statute (including, but not limited to, the Uniform Commercial Code) to satisfy such amounts due and owing VLA. Such sale is in addition to any other rights VLA may have at law or under this Agreement. Any amount realized from any such sale in excess of the amount due and owing under this Agreement, including, without limitation, all expenses incurred by VLA in connection with such sale and all applicable late fees, interest charges, attorney fees, and any other Additional Charges referenced in Section 18 below shall be retained by VLA, except to the extent required by applicable law to be returned to Customer. Customer hereby agrees to release, indemnify and hold harmless VLA from and against any claims, losses, costs and damages, and all associated costs, related to any such sale of the Collateral in accordance with the foregoing provisions.

8. **TAXES.** Customer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder.

9. **INTELLECTUAL PROPERTY.** All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product, and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of VLA in the course of performing the Services, including any items identified as such in the Work Order (collectively, the "**Deliverables**") except for any Confidential Information of Customer or Customer materials shall be owned by VLA. VLA hereby grants Customer a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.

#### 10. **CONFIDENTIAL INFORMATION.**

(a) All non-public, confidential or proprietary information of VLA, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "**Confidential Information**"), disclosed by VLA to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by Customer without the prior written consent of VLA. Confidential Information does not include information that is:

(i) in the public domain;

(ii) known to Customer at the time of disclosure; or

(iii) rightfully obtained by Customer on a non-confidential basis from a third party.

(b) Customer agrees to use the Confidential Information only to make use of the Services and Deliverables.

- (c) VLA shall be entitled to injunctive relief for any violation of this Section.

11. **VLA's LIMITED WARRANTY.**

(a) **Limited Warranty.** Subject to the limitations and conditions set forth below, VLA provides the following limited warranty to Customer: Maintenance, installation and modification work is warranted against defect in workmanship according to current industry standards for the earlier of six (6) months, or two hundred (200) flight hours from the date of return to service by VLA.

(b) **Conditions to Limited Warranty.** Customer's entitlement to the benefit of any of the foregoing warranties is expressly conditioned upon (i) the defect under any of the foregoing warranties being discovered during the applicable warranty period, (ii) VLA receiving prompt written notice of such a claim of defective condition under the applicable warranty ("**Claim Notice**") no later than the earlier of thirty (30) days after Customer (or any permitted successor or assignee) has actual or constructive knowledge of such a defective condition and the expiration of the applicable warranty period, (iii) the Claim Notice containing a detailed written description of the alleged defect, the date discovered, and the make and serial number of the Aircraft, and (iv) the Aircraft or applicable part or equipment that is alleged to be defective being returned to VLA's facilities at Customer's expense for purposes of VLA repairing the work that was determined by VLA to be defective, no later than the expiration of the applicable warranty period, unless otherwise expressly agreed in writing by VLA.

(c) **Exclusion from Warranty.** The foregoing warranties do not apply to, and VLA does not warrant and shall have no liability for, defects in parts, materials, components, equipment or services supplied or performed by other companies. Notwithstanding the foregoing, VLA will give Customer reasonable assistance in enforcing Customer's rights under any such supplier and subcontractor warranty provided that Customer shall reimburse VLA for its reasonable costs and expenses incurred in rendering such assistance. VLA warranties do not extend to, and VLA shall not be responsible for, any (i) Customer furnished parts, materials, equipment or components, (ii) any installation, part, equipment, component or area that, in VLA's sole determination, has been repaired, altered, misused or subjected to negligence or an accident, (iii) failure of Customer or any other operator to perform recommended maintenance, (iv) misuse or abuse by Customer or any third party, including the failure to operate and store the Aircraft in accordance with the Aircraft's applicable operation and maintenance manuals, (v) effects of the environment, such as wind, water, corrosion, lightning, etc. or (vi) repairs performed by Customer or third parties without VLA's express written consent.

(d) **EXCLUSIVE WARRANTY AND REMEDIES. THIS LIMITED WARRANTY IS EXCLUSIVE AND EXPRESSLY IN LIEU OF, AND VLA HEREBY EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF TITLE OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY). VLA'S ENTIRE LIABILITY WITH RESPECT TO THIS LIMITED WARRANTY SHALL BE LIMITED EXCLUSIVELY TO VLA (OR A THIRD-PARTY FACILITY APPROVED BY VLA) REPAIRING THE VLA WORK DETERMINED BY VLA TO BE DEFECTIVE OR, IN VLA'S SOLE DISCRETION, VLA'S REFUND OF THE PRICE PAID FOR SUCH SERVICES. NO ADDITIONAL WARRANTY OR MODIFICATION OR EXTENSION OF THIS WARRANTY SHALL BE BINDING UPON VLA UNLESS IN WRITING AND SIGNED BY ITS DULY AUTHORIZED OFFICER OR REPRESENTATIVE.**

12. **LIMITATION OF LIABILITY.**

(a) **IN NO EVENT SHALL VLA BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT VLA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

(b) **IN NO EVENT SHALL VLA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO VLA PURSUANT TO THE APPLICABLE WORK ORDER.**

(c) The limitation of liability set forth in Section 12(b) above shall not apply to (i) liability resulting from VLA's gross negligence or willful misconduct and (ii) death or bodily injury resulting from VLA's negligent acts or omissions.

13. **TERMINATION.** In addition to any remedies that may be provided under this Agreement, VLA may terminate this Agreement with immediate effect upon written notice to Customer, if Customer:

(a) fails to pay any amount when due under this Agreement and such failure continues for ten (10) calendar days after Customer's receipt of written notice of nonpayment;

(b) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part;

(c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

14. **INSURANCE.** During the term of this Agreement, Customer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability insurance covering single limit bodily injury and death liability, including passengers, and property damage liability in an amount not less than \$5,000,000.00, which contains a waiver of subrogation, and hull insurance in an amount sufficient to cover the hull replacement value of the Aircraft, which contains a waiver of subrogation, with financially sound and reputable insurers. Upon VLA's request, Customer shall provide VLA with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified in these Terms naming VLA as an additional insured. Customer shall provide VLA with 30 days' advance written notice in the event of a cancellation or material change in Customer's insurance policy. Except where prohibited by law, Customer shall require its insurer to waive all rights of subrogation against VLA's insurers and VLA.

15. **COMPLIANCE WITH LAW.** Each of Customer and VLA represents and warrants that it is in compliance with and will comply with the following in connection with this Agreement and the work performed by VLA: End-Use Certificate DLA Form 1822, the Arms Export Control Act (22 U.S.C. §2751 et seq.) (the "**AECA**"); Export Administration Act of 1979 (50 App. U.S.C. §2401 et seq.) (the "**EA**"); International Traffic in Arms Regulations (22 CFR 120 et seq.) (the "**ITAR**"); Export Administration Regulations (15 CFR 730 et seq.) (the "**EAR**"); Foreign Assets Control Regulations (31 CFR 500 et seq.); the Espionage Act (18 USC 793 et seq.); the Bank Secrecy Act (31 U.S.C. 5311 et seq.) (the "**BSA**"); the Foreign Corrupt Practices Act of 1977 (15 U.S.C. §§ 78dd-1 et seq.) (the "**FCPA**"), the United Kingdom Bribery Act, and any other foreign federal, state or local anti-bribery and kickback laws, including any similar laws requiring compliance with fiduciary duties. Customer further specifically represents and warrants that:

(a) No person who owns a controlling interest in or otherwise controls Customer and, to the knowledge of Customer, neither the owner or operator of the Aircraft if Customer is not the owner or operator, was or is: (i) listed on the Specially Designated Nationals and Blocked Person List maintained by the Office of Foreign Assets Control ("**OFAC**"), Department of the Treasury, and/or any other similar lists maintained by OFAC pursuant to any authorizing statute, Executive Order or regulation, or (ii) a person designated under Section 1(b), (c) or (d) of Executive Order No. 13224 (September 23, 2001), any related enabling legislation or any other similar Executive Orders.

(b) Customer and, to the knowledge of the Customer, (i) any director, officer, agent, employee or affiliate of the Customer, and (ii) the owner and operator of the Aircraft or any director, officer, agent, employee or affiliate of the owner or operator, if Customer is not the owner and/or operator of the Aircraft (those parties in clause (i) and (ii), collectively, the "**Compliance Parties**"), are not currently subject to any sanctions administered or enforced by the U.S. government (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury ("**OFAC**") or the U.S. Department of State, the United Nations Security Council ("**UNSC**"), the European Union, Her Majesty's Treasury ("**HMT**") or other relevant sanctions authority (collectively, "**Sanctions**"), nor is the Customer or any director, officer, agent, employee or affiliate of the Customer, or to the knowledge of Customer, any other Compliance Parties located, organized, or resident in or a citizen of a country or territory that is the subject or target of Sanctions, (each, a "**Sanctioned Country**").

(c) For the past five (5) years, the Customer and affiliates have not knowingly engaged in and are not now knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any Sanctioned Country.

(d) Customer certifies that to its best knowledge the Aircraft has not previously traveled to any country or region in violation of the U.S. Export Controls and Trade Sanctions (which specifically include (but are not limited to) the countries of Russia, Belarus, Cuba, Iran, North Korea and Syria, and the Crimea, Donetsk, and Luhansk regions of Ukraine) (collectively, "**Prohibited Countries**").

(e) Customer certifies that it will ensure that its operation of the Aircraft will comply with U.S. Export Controls and Trade Sanctions in all respects and that it has received appropriate certifications from any additional owners or operators of the Aircraft (if any) to confirm that their operation of the Aircraft will also comply with U.S. Export Controls and Trade Sanctions in all respects. Without limiting the foregoing, Customer certifies that, following the receipt of any goods or services from VLA, the Aircraft will not operate or permit the Aircraft to be operated to any Prohibited Countries.

16. **DEFAULT BY CUSTOMER.** Customer shall be in default of its obligations under this Agreement and all other agreements with VLA, if (a) Customer fails to pay when due any amount owed to VLA under this Agreement or any other agreement with VLA, and Customer fails to cure such default within ten (10) calendar days after being provided written notice of such failure to pay, (b) any representation or warranty of Customer contained in this Agreement or any other agreement with VLA is at any time not true and correct, including, without limitation, the representations and warranties set forth in Section 15 (Compliance with Law), above, or Customer at any time has failed to comply with the requirements of Section 15 (Compliance with Law) or (c) Customer fails to comply with any other obligation of Customer under this Agreement within thirty (30) calendar days following receipt of written notice from VLA specifying in reasonable detail the grounds for such breach or default, or has failed to undertake within such thirty (30) day period reasonable steps to cure such breach or default, and completed such cure within a reasonable time thereafter. In the event of any such default by Customer under this Agreement or any other agreement with VLA, VLA may suspend or stop performance under

and/or terminate this Agreement and/or any such other agreement with Customer, in addition to the exercise of any or all remedies available under this Agreement, any such other agreement with Customer, and applicable law, subject only to the dispute resolution provisions contained in Section 24 below. Customer expressly acknowledges and agrees on its own behalf and, if Customer is not the owner or operator of the Aircraft, then on behalf of and as agent of the owner and/or operator of the Aircraft, that upon and following the occurrence of any such default by Customer, until VLA is paid all amounts it is owed by Customer in accordance with the exercise of VLA's lien rights under Section 6, above, VLA shall have no obligation to perform any preservation tasks to or for the Aircraft, or its engines or systems, and Customer, on its own behalf and on behalf of the owner and any operator of the Aircraft, hereby waives any rights and claims with respect to, and releases VLA from any liability in connection with, (i) any failure or refusal of VLA to perform any such preservation tasks to or for the Aircraft, or its engines or systems, or (ii) the performance of any such preservation tasks to or for the Aircraft, or its engines or systems, whether performed voluntarily by VLA at its sole discretion, or otherwise required by applicable law.

17. **PARTS MANUFACTURER APPROVAL ("PMA") and Removed Parts.** Customer agrees that FAA PMA approved parts may be used, unless otherwise agreed in this Agreement. Any parts or assemblies permanently removed from the Aircraft as part of maintenance or modification events will become the property of VLA upon their removal, unless otherwise specified in writing and agreed by both VLA and Customer.

18. **ADDITIONAL CHARGES.** The following additional charges are not included in the quoted prices and shall be paid by Customer upon demand when applicable ("**Additional Charges**"):

a) Charges of a third party that provided services or parts in connection with the work, or any governmental charges not previously invoiced and paid, where invoices or other notices, assessments, demands or statements for such charges were not received until after VLA's issuance of final invoice at time of redelivery of the Aircraft.

b) VLA's standard charges for parking or storage of the Aircraft, or any part thereof, as applicable, and for any preservation tasks performed by VLA for the Aircraft, or its engines or systems, whether performed voluntarily by VLA at its discretion, or at the request of Customer. Such charges shall apply during such period of time that commences on the third (3<sup>rd</sup>) day after the earlier of such date that (i) the work is completed and VLA tenders the Aircraft to Customer for redelivery of the Aircraft or (ii) VLA gives Customer notice of suspension or stoppage of work due to the default by Customer of any of its obligations under this Agreement or any other agreement with VLA, and continues until the later of such date that (x) Customer pays in full all amounts due VLA, including, without limitation, all applicable late fees, interest charges, taxes, attorney fees, and any other Additional Charges referenced in this Section 18 or (y) Customer removes the Aircraft from VLA's premises. For avoidance of doubt, such charges shall apply and accrue during such period of time that VLA is retaining possession of the Aircraft under its statutory and/or common law possessory lien rights to secure payment of any amounts owed to VLA, including, without limitation, all applicable late fees, interest charges, taxes, attorney fees, and any other Additional Charges referenced in this Section 18.

c) Repair or re-work of any customer-furnished engineering, parts, material or equipment found not suitable for its intended use.

d) Fuel, oil, insurance and flight crews required for flight testing, certification and/or ground runs on the Aircraft.

e) A hazardous waste fee equal to 2.5% of the final invoice will be charged to any paint related work for the disposal of hazardous waste and materials.

f) Overtime required to expedite the work on the schedule requested by Customer.

g) Removal and reinstallation or modification of interior components.

h) Redelivery Flights by VLA and related freight, transportation, insurance, taxes, imposts, or other similar charges.

i) Any replacement parts required in an exchange core overhaul which are not required as part of a normal overhaul in accordance with the applicable maintenance manual.

j) Shipping and handling charges in the amount of 2.0% on avionics installations and 3.5% on all other maintenance, repair, and overhaul activity will be applied to the final invoice.

k) Cores that are returned for credit that are rejected, charged additional fees for excessive damage, or for overhaul charges.

l) A consumable charge of 5.0% will apply to all billed labor charges not to exceed \$5,000.00.

m) A minimum 18% handling fee will apply to all customer-supplied parts, materials and/or services.

n) A markup on all parts, materials and/or services provided by third parties through VLA.

- o) Additional certification costs to meet non-FAA compliance requirements, billed on a time and material basis.
- p) Storage fees for the Aircraft until all invoice amounts due and owing to VLA are paid in full.
- q) In the event that, during VLA's servicing of the Aircraft, VLA determines in its reasonable judgment that additional Services are appropriate, VLA shall endeavor to inform Customer of such additional Services and an estimate of such costs, and obtain Customer's verbal or written authorization to perform such additional Services. Notwithstanding the foregoing, in the event VLA is unable to successfully contact Customer, VLA is authorized to perform such additional Services and Customer shall be responsible for paying for such additional Services.
- r) In the event of default of payment of VLA's invoice, Customer shall be responsible for paying a 1.5% service charge per month until such invoice is paid in full.

19. **CHANGES TO SERVICES.** VLA reserves the right to incorporate changes to the Services as deemed appropriate or necessary by VLA to avoid delays or improve product control, performance, reliability, stability, utility or safety of the Aircraft.

20. **WAIVER.** No waiver by VLA of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by VLA. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

21. **FORCE MAJEURE.** No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Customer to make payments to VLA hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, other potential disaster(s) or catastrophe(s), such as epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by it under this Section 21, either party may thereafter terminate this Agreement upon ten (10) days' written notice.

22. **THIRD PARTY PAYMENT.** For work that that is to be paid on behalf of Customer by a third party (i.e. warranty, insurance, and/or closing of sale of the Aircraft, part, equipment or component), such payment must be approved by VLA and VLA will require proof acceptable to VLA, in its sole discretion, that VLA is a properly named payee, in addition to such other information as VLA may reasonably require. Approval of payment by such a third party shall not release Customer from its obligation to pay VLA all amounts due VLA under this Agreement, except to the extent of the amount actually received by VLA from such third-party payment that is not required to be returned by VLA.

23. **INDEMNIFICATION.** Customer, on its own behalf, and the owner and/or operator of the Aircraft, if Customer is acting and entering into this Agreement on behalf of and as agent of the owner and/or operator of the Aircraft, shall and hereby does agree to release, indemnify, defend and hold harmless VLA, its affiliates, and their respective directors, officers and employees from and against any loss, injury, damage, claims, costs or liability whatsoever (including reasonable attorney's fees and litigation or dispute resolution fees) in any way arising out of (a) Customer's or owner's failure to comply with any of its obligations under this Agreement, (b) access to and presence upon the VLA facilities by Customer or any lessee, lessor or owner of the Aircraft or applicable equipment, or their respective employees, agents and subcontractors, and (c) the possession, maintenance, use and operation of the Aircraft by Customer, owner or third parties following Redelivery of the Aircraft to Customer or owner or such third party, except to the extent such claim results from the sole gross negligence or willful misconduct of VLA, its employees or agents.

24. **DISPUTE RESOLUTION.**

(a) If Customer has a dispute with or a claim against VLA arising out of or relating to the Services or this Agreement (a "**Dispute**"), then Customer shall give written notice to VLA requesting that senior management of Customer and VLA attempt to resolve the Dispute. Such notice shall specifically refer to the dispute resolution procedures of this Section 24. Within fifteen (15) calendar days after receipt of such notice, VLA shall submit a written response. Both the notice and the response shall include, with reasonable particularity, a statement of the applicable party's position and a summary of reasons supporting that position and the name(s) of senior management who will represent the applicable party. The parties shall cause senior management to meet within thirty (30) calendar days after receipt of the notice, at a mutually acceptable time by phone or videoconference (or in person, if mutually agreed), and thereafter as often as they reasonably deem necessary, and use commercially reasonable efforts to resolve the Dispute

in good faith. At no time shall either party initiate litigation related to this Agreement, except to pursue a provisional remedy that is authorized by law or by agreement of the parties or as otherwise permitted in this Section 24 or for VLA's pursuit of payment as provided in this Agreement.

(b) If the parties are unable to resolve the Dispute in accordance with clause (a) above, then the Dispute shall be settled by arbitration in accordance with the Commercial rules of the American Arbitration Association, except as otherwise provided herein or otherwise mutually agreed to by the parties in writing. Such arbitration shall take place at a location within the county of the state where the Services under this Agreement were primarily performed (provided that, by mutual agreement, the proceedings may be conducted via video conferencing), and before three (3) neutral arbitrators having the following qualifications: each arbitrator shall be between the age of twenty-five (25) and sixty-five (65) years and have relevant technical expertise in the aviation industry with respect to the maintenance and repair of aircraft comparable to the Aircraft. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final and binding upon the parties, and the judgment upon the award may be entered in any court of competent jurisdiction. All arbitration hearings shall be held at a place designated by the arbitrators in the county where the Services were primarily performed. The parties agree to submit themselves to the jurisdiction of the state and/or federal courts of the state in which the Services were primarily performed and Customer waives all objections to venue and personal jurisdiction being proper in the county and state in which the Services were primarily performed.

(c) Demand for arbitration must be made in writing to the other party and promptly filed with the American Arbitration Association. The provisions governing discovery under the Federal Rules of Civil Procedure, as amended, shall apply to any arbitration proceeding. The parties agree to cooperate with one another by furnishing, within fifteen (15) days after receiving a request for production of documents, subject to limitations on the availability of reproduction facilities, any business records, correspondence and other documents reasonably related to the subject matter of the arbitration which are not the proper subject of privilege or protection under the Federal Rules of Civil Procedure. Duplication costs shall be borne by the party requesting the documents.

(d) All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys in discussions conducted under clause (a) or in mediation under clause (b), above, are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

25. **ASSIGNMENT.** Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of VLA. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.

26. **RELATIONSHIP OF THE PARTIES.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

27. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

28. **GOVERNING LAW.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of North Carolina.

29. **SUBMISSION TO JURISDICTION.** Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of North Carolina in each case located in the City of Concord and County of Cabarrus, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

30. **NOTICES.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the Work Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or email or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

31. **SEVERABILITY.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

32. **SURVIVAL.** Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Confidentiality, Governing Law, Insurance, Submission to Jurisdiction, and Survival.

33. **AMENDMENT AND MODIFICATION.** This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.