

1. SURVEY OF AIRCRAFT

EXECUJET MRO SERVICES MALAYSIA agrees to perform for the Customer a Technical Survey of the Aircraft (the "Technical Survey"), which shall address those tasks as quoted and to advise Customer, in writing, of the general condition of the Aircraft. The Technical Survey shall not extend beyond the tasks quoted. Under no circumstances will EXECUJET MRO SERVICES MALAYSIA, or any employee or agent of EXECUJET MRO SERVICES MALAYSIA, provide an opinion on the technical condition of the Aircraft beyond the Technical Survey.

In addition, EXECUJET MRO SERVICES MALAYSIA shall not be obligated to provide Customer with an opinion as to the monetary value of the Aircraft, it being understood and agreed that the limited scope of the Technical Survey is not sufficient to determine fair market value.

Any additional requests by Customer including but not limited to appliance research, equipment list generation and/or translation of logbooks or any other material into English shall be performed on a time and material basis, or as outlined in EXECUJET MRO SERVICES MALAYSIA's Work Authorization for this Technical Survey, and by this reference incorporated herein as Work Authorization. A quotation, if provided, shall be attached to and incorporated in the Work Authorization.

2. COMPLETION OF TECHNICAL SURVEY

EXECUJET MRO SERVICES MALAYSIA agrees to complete the Technical Survey within the quoted timeframe after the later of (i) delivery of the Aircraft to EXECUJET MRO SERVICES MALAYSIA by Customer, or (ii) receipt of the "Technical Survey Fee", as defined in Section 3 below; provided, however, that if causes beyond its control prevent EXECUJET MRO SERVICES MALAYSIA from completing the Technical Survey by such date, the Technical Survey shall be completed as soon as reasonably possible thereafter.

Computation of the foregoing quoted timeframe period shall not include Saturdays, Sundays and legal holidays. No obligation on the part of EXECUJET MRO SERVICES MALAYSIA shall arise under this Agreement until EXECUJET MRO SERVICES MALAYSIA has received payment in full of the Technical Survey Fee. EXECUJET MRO SERVICES MALAYSIA shall forward a written copy of the completed Technical Survey to Customer as soon as reasonably possible after completion thereof.

3. TECHNICAL SURVEY FEE

Customer hereby agrees to pay EXECUJET MRO SERVICES MALAYSIA, prior to performance of the Technical Survey of the Aircraft, the sum as quoted (the "Technical Survey Fee"). Payment of the Technical Survey Fee is non-refundable and due upon presentation of invoice.

The preferred method of payment is wire transfer or certified funds. In the event EXECUJET MRO SERVICES MALAYSIA receives uncertified funds, company or personal checks, EXECUJET MRO SERVICES MALAYSIA reserves the right to delay the start of the Technical Survey until such time those

funds are cleared, and payment is made to EXECUJET MRO SERVICES MALAYSIA.

4. AIRCRAFT TECHNICAL DOCUMENTS

It is the responsibility of the Customer to provide all necessary aircraft technical documents required for the Technical Survey. It is the customer's responsibility to have the documents delivered to ExecuJet MRO Services Malaysia's facility in Subang Airport, Malaysia. Alternatively, if the Customer wishes to have the documentation review performed at any other location, then all travel and accommodation expenses for the out of base support shall apply accordingly.

All documents are to be provided to EXECUJET MRO SERVICES MALAYSIA in the English language. Failing which, additional time and costs required to translate the documents from any other language other than English will be billed additionally on time and material basis and may result in extended time required for the review to be completed.

5. LIMITATION OF LIABILITY

Data contained in the Technical Survey is valid only on the date of completion of the Technical Survey (the "Completion Date"). EXECUJET MRO SERVICES MALAYSIA makes no warranty or representation concerning the reliability of the information contained in the Technical Survey after the Completion Date. Customer has indicated that it is using the Technical Survey as a part of its sales or purchase decision process. Customer recognizes that the Technical Survey is limited in scope and discrepant conditions may exist in the Aircraft that cannot be discovered or recorded during this survey.

Customer further agrees that, in the event of any contractual breach by EXECUJET MRO SERVICES MALAYSIA, or any other liability of EXECUJET MRO SERVICES MALAYSIA in connection with the Technical Survey or the performance of its services hereunder, other than for direct physical damage to the Aircraft caused by the negligence or willful misconduct of EXECUJET MRO SERVICES MALAYSIA, the liability of EXECUJET MRO SERVICES MALAYSIA shall be limited to the repayment to Customer of the Technical Survey Fee.

6. RISK OF LOSS

The relationship of Customer and EXECUJET MRO SERVICES MALAYSIA hereunder shall be that of Bailor and Bailee, respectively. The bailment created by this Agreement shall require EXECUJET MRO SERVICES MALAYSIA as Bailee to exercise ordinary care when dealing with the Aircraft in order to avoid loss or damage to the Aircraft.

7. INDEMNIFICATION

Customer agrees to defend, indemnify and hold EXECUJET MRO SERVICES MALAYSIA harmless from and against all claims asserted by any third party including, without limitation, the Owner or Lessee, for all damages, losses and expenses, including, without limitation, attorneys' fees, arising out of or resulting from any information contained in the Technical Survey or the performance of services hereunder,

except to the extent caused by the negligence or willful misconduct of EXECUJET MRO SERVICES MALAYSIA.

In the event that a dispute arises between Customer and any other party ("the Dispute"), excluding disputes between Customer and EXECUJET MRO SERVICES MALAYSIA, and Customer requests or requires the participation of EXECUJET MRO SERVICES MALAYSIA in connection with the Dispute or causes EXECUJET MRO SERVICES MALAYSIA to become involved with the Dispute, whether or not the participation is required by legal process, Customer agrees to compensate EXECUJET MRO SERVICES MALAYSIA for its time, expenses, and attorney's fees that EXECUJET MRO SERVICES MALAYSIA incurred as a result of this participation. In the event that litigation arises out of the Dispute, Customer agrees to compensate EXECUJET MRO SERVICES MALAYSIA for its time, expenses, attorney's fees, and any other costs associated with EXECUJET MRO SERVICES MALAYSIA's involvement in the litigation. EXECUJET MRO SERVICES MALAYSIA shall be reimbursed for its employees' time by Customer's payment to EXECUJET MRO SERVICES MALAYSIA of the employees' usual and customary hourly rate provided, however, that if the subject employee does not have a usual and customary rate, Customer shall reimburse EXECUJET MRO SERVICES MALAYSIA the cost of the employee's total compensation for the employee's lost time.

8. DISCLAIMER OF WARRANTIES

EXECUJET MRO SERVICES MALAYSIA HEREBY EXPRESSLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT. EXECUJET MRO SERVICES MALAYSIA FURTHER DISCLAIMS ANY REPRESENTATIONS WITH RESPECT TO THE SURVEY OF THE AIRCRAFT AS BEING ACCURATE ON ANY DATE AFTER THE COMPLETION DATE.

9. SURVEY NOT AN INSPECTION

Customer acknowledges and understands that the Technical Survey is not a NAA (National Aviation Authority) recognized inspection, and that the performance of the Technical Survey by EXECUJET MRO SERVICES MALAYSIA does not constitute or satisfy the requirements of any aircraft inspection which may be required by any NAA or by any maintenance manual supplied by a manufacturer of the Aircraft, or otherwise.

10. BINDING EFFECT AND BENEFIT

This Agreement shall be binding upon and inure to the benefit of Customer and EXECUJET MRO SERVICES MALAYSIA and their respective heirs, legal representatives, successors and assigns.

11. WORK ORDER

Customer agrees to execute, upon request by EXECUJET MRO SERVICES MALAYSIA, the Aircraft Work Authorization form of EXECUJET MRO SERVICES MALAYSIA (the "Authorization"). It is understood that the Technical Survey of the Aircraft by EXECUJET MRO SERVICES MALAYSIA and the

performance of services hereunder shall be subject to all of the terms and conditions set forth in the Authorization; provided, however, that in the event of any inconsistency or conflict between such terms and conditions and those set forth herein, the later shall prevail.

12. ATTORNEYS' FEES

If EXECUJET MRO SERVICES MALAYSIA successfully brings any legal action or other proceeding against Customer under this Agreement, EXECUJET MRO SERVICES MALAYSIA shall be entitled to recover reasonable attorneys' fees and all other costs and expenses incurred in such action or proceeding from Customer, in addition to any other relief to which it may be entitled.

13. NON-WAIVER

The terms and conditions contained herein may not be modified, altered or waived either orally, by usage of trade, course of performance or course of dealing. Any change or deviation here from must be by a writing signed by both of the parties hereto.

14. ENTIRE AGREEMENT; MODIFICATION

Except as otherwise provided herein, this Agreement sets forth the entire understanding and agreement of the parties and supersedes all previous understandings and representations regarding the subject matter hereof. No modification, amendment or waiver of any of the provisions hereof shall be effective unless executed in writing by each of the parties hereto.

15. FORCE MAJEURE

Any delays in or failure by either party hereto in the performance of any obligations hereunder shall be excused if and to the extent caused by occurrences including, but not limited to, acts of God, strikes or other labor disturbances, war, whether declared or not, sabotage, and any other cause or causes, whether similar or dissimilar to those herein specified, which cannot reasonably be controlled by such party. The foregoing shall not apply to any obligation of one party to pay monies to the other party.

16. AUTHORITY

EXECUJET MRO SERVICES MALAYSIA and Customer each warrant that it has the full power, right and authority to enter into this Agreement, that this Agreement has been duly and validly authorized and executed by it and that this Agreement is the valid and binding obligation of such party.

17. COUNTERPARTS

This Agreement may be executed in identical counterparts, each of which shall have the force and effect of an original.

18. SEVERABILITY

In the event that any portion(s) of this Agreement is adjudged invalid or unenforceable, then the surviving portion(s) of this Agreement shall constitute the

Agreement, unless such surviving portion(s) fails to retain the essential understanding between the parties, whereupon this Agreement shall be terminated by mutual consent of the parties.

19. GOVERNING LAW

Notwithstanding any conflicts of law rules to the contrary, this Agreement shall be governed by, construed and interpreted in accordance with the laws of Malaysia applicable to agreements made and to be performed entirely within such state, including all matters of enforcement, validity and performance.

20. JURISDICTION

All disputes arising under this Agreement shall be resolved in a court of competent jurisdiction in Malaysia.