FRANCHISE DISCLOSURE DOCUMENT

FLY ALLIANCE MAINTENANCE PARTNERS, LLC
A DELAWARE LIMITED LIABILITY COMPANY
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The franchise offered is for "Fly Alliance" mobile aircraft maintenance and repair businesses (the "**Business**") that principally offer and sell repair services relating to aircrafts, as well as other related services and ancillary products. We offer two (2) franchise programs (unless otherwise defined, capitalized terms have the meanings given in the applicable agreements attached as exhibits A and B to this disclosure document):

The total investment necessary to develop a "Fly Alliance" mobile aircraft maintenance and repair franchised business is $208,905 to $346,110. This includes $196,555 to $306,110 that must be paid to Franchisor or an affiliate. The total investment necessary to develop 2 franchised businesses under an Area Development Agreement is $244,905 to $426,110. This includes $221,555 to $356,110 that must be paid to Franchisor or an affiliate.

This disclosure document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least fourteen (14) calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document**.

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosure in different formats, contact Kevin Wargo at 637 Palm Drive Suite 101, Ocoee, FL 34761.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like an attorney or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as *"A Consumer's Guide to Buying a Franchise,"* which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1–877–FTC–HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance date: April 15, 2025

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit F.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit G includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only FLY ALLIANCE business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a FLY ALLIANCE franchisee?	Item 20 or Exhibit F lists current and former franchisees. You can contact them to ask about their experiences.

What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit H.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Florida. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Florida than in your own state.

2. **Short Operating History**. The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

3. **Franchisor's Right to Buy Back Franchise for Any Reason**. The franchise agreement gives the franchisor a unilateral right to buy your business for any reason or no reason before the franchise expires or is terminated. As a result, you may be required to sell your business for a price that might be below the value of the business if you sold it to a third party instead.

4. **General Financial Condition** - The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU:

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than thirty (30) days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than five (5) years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least six (6) months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

a. The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

b. The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

c. The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

d. The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL

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ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this disclosure document, "we," "us," "Company" or "Fly Alliance" means Fly Alliance Maintenance Partners, LLC, a Delaware limited liability company, the franchisor. "You" means the individual, corporation, partnership, limited liability company, or other entity who buys the franchise. If the franchisee will operate through a corporation, partnership, limited liability company, or other entity, "you" also includes the franchisee's partners, members or shareholders, as applicable ("**Owners**").

Our principal business address is 637 Palm Drive Suite 101, Ocoee, Florida 34761. We conduct business under the name of our corporation. The principal business address of our agent for service of process in Florida is Kevin Wargo at 6501 Rosella Court, Windermere, Florida 34786. Our agents for service of process in other states are listed in the attached Exhibit H.

We are a Delaware limited liability company, formed on April 8, 2024. We franchise Businesses that use specially equipped vehicles operating under the name "Fly Alliance" on a mobile basis ("**Mobile Units**"). We have not previously engaged in any other line of business. We have been offering "Fly Alliance" franchises since June 2024. One or more of our affiliates owns an interest in entities that operate existing Businesses that are substantially similar to the franchised "Fly Alliance" Businesses offered in this disclosure document servicing 4 airports as of December 31, 2024. We have not previously offered franchises in any other line of business, nor do we intend to operate "Fly Alliance" Businesses ourselves, though one or more of our affiliates may continue to do so.

We have two parent companies, Day Zero Capital LLC, a Florida limited liability company, whose offices are located at 8815 Conroy-Windermere Rd #335, Orlando, FL 32835, and Wargo Enterprises, LLC, a Delaware limited liability company, whose offices are located at 7 Kensington Court, Wilmington, DE 19804.

We also have an affiliate, Alliance Aviation Group, LLC (sometimes referred to in this document as "AAG"), that provides products or services to our franchisees. AAG shares our agent for service of process and principal business address, and does not offer franchises for "Fly Alliance" Businesses or in any other line of business. AAG was formed on July 1, 2019 under the laws of the state of Delaware. AAG operates our distribution center and supplies repair parts and other goods or services to our franchisees and our affiliate-owned "Fly Alliance" Businesses. We have no predecessors during the ten-year period immediately before the close of our most recent fiscal year.

The "Fly Alliance" concept was developed by Kevin Wargo in 2019. We have the right to offer "Fly Alliance" franchises under a Trademark and Intellectual Property License Agreement with Fly Alliance Charter LLC. In 2019, Kevin Wargo opened the first "Fly Alliance" mobile unit.

"Fly Alliance" Businesses principally offer and sell repair services relating to aircraft maintenance, as well as other related services and ancillary products which we approve from time to time (the "**Approved Products and Services**"), to aircraft owners and management companies. To the extent permitted under applicable law, you will be granted the right to operate your Licensed Mobile Unit business under our Affiliate's FAA Part 145 Certificate Number - WAVR866D.

We offer separate franchise programs by this disclosure document (unit franchises and multi-unit area development franchises), though we may not necessarily allow you the opportunity to purchase under all of these programs. You will sign a Franchise Agreement (Exhibit A), to operate one or more "Fly Alliance" Mobile Units at an airport or multiple airports.

In certain markets, we may offer franchisees the opportunity to provide Approved Products and Services on a non-exclusive basis within our National Accounts' retail locations (see further discussion regarding servicing National Accounts below).

If you participate in our area development program, we will assign a defined area within which you must develop and operate a specified number of "Fly Alliance" Businesses within specified periods of time, each covering at least one airport or other aviation-related facility accepted by us. The development area may be one city, one or more airports, one or more counties, one or more states, or some other defined geographic area. You will sign an Area Development Agreement (Exhibit B) which will describe your development area and your development schedule and other obligations. For each "Fly Alliance" Business you open under the Area Development Agreement, promptly after our approval of the site for the "Fly Alliance" Business, you will sign a separate Franchise Agreement on the then current form used by us, which may differ from the current form of Franchise Agreement attached as Exhibit A to this disclosure document, at the time, except to the extent otherwise provided in your Area Development Agreement.

We believe that the market for aircraft maintenance and repair services is mature and consists of aircraft owners, management companies and aircraft manufacturers and dealers. You will compete with other local, regional and national companies offering services similar to those offered by a "Fly Alliance" Business. As with all businesses, your choice of location is critical to your success, no matter how good the concept. The typical "Fly Alliance" Business will operate on one or more local, regional or international airports and be conducted from an office and vehicle storage facility situated on or near the airport. "Fly Alliance" Businesses will typically be open year-round, and are somewhat seasonal in that sales tend to increase in the summer months, likely due to increased summer travel activity.

A wide variety of federal, state, and local laws, rules, and regulations have been enacted that may impact the operation of your "Fly Alliance" Business, and may include those which: (a) Federal Aviation Administration laws, rules and regulations which establish general aviation quality and safety standards, licensing restrictions and requirements and other specifications and requirements for the operation of aircraft maintenance and repair; (b) set standards pertaining to employee health and safety; (c) regulate matters affecting the health, safety and welfare of your customers, like general health and sanitation requirements for businesses; restrictions on smoking; availability of and requirements for public accommodations and requirements for fire safety and general emergency preparedness; (d) establish procedures for the disposal of electronic and hazardous wastes; and (e) regulate advertisements. Some cities or other local government agencies impose local licensing requirements. In addition, certain municipalities and other local and possibly state governmental units regulate aircraft maintenance and repair. You should investigate whether there are regulations and requirements that may apply in the geographic area in which you are interested in locating your "Fly Alliance" Business and should consider both their effect and cost of compliance.

ITEM 2
BUSINESS EXPERIENCE

Co-Chief Executive Officer - Kevin Wargo

Kevin Wargo has been our Co-Chief Executive Officer since April 2024. Since January of 2011 he has served as manager and CEO of our Parent, Wargo Enterprises, LLC, a Delaware limited liability company with offices in Ocoee, Florida. From July 2019 to present he served as CEO and Co-Founder of Alliance Aviation Group, LLC, Fly Alliance Charter, LLC, and Fly Alliance

Maintenance, LLC. Prior to that, Kevin Wargo was the CEO of Dumont Group Aviation from 2011 to 2019.

Co-Chief Executive Officer: Edward "Eddie" Trujillo

Edward Trujillo has been our Co-Chief Executive Officer since April 2024. Prior to that he was a founder and officer of the "uBreakiFix" electronic repair store chain located in Orlando, Florida. Between December 2012 and March 2020, he served as Vice President of Operations, and prior that, as Vice President of Franchise Sales and Vice President of Services of UBIF Franchising Co. He was also Vice President of uBreakiFix Repair Parts Co from September 2011 to August 2019, and Vice President of UBIF Corporate Stores Co from March 2018 to August 23, 2019. From March 2020 to November 2021, he was Vice President of Partnerships for Ubreakifix by Asurion. From November 2021 to present he has been a Strategic Advisor for Asurion, LLC.

ITEM 3
LITIGATION

There is no litigation that must be disclosed in this Item.

ITEM 4
BANKRUPTCY

There is no bankruptcy information that is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Franchise Agreement

You must pay a $100,000 lump sum Initial Franchise Fee and a $18,000 Initial Training Fee when you sign your first Franchise Agreement. The Initial Franchise Fee and Initial Training Fee are not refundable under any circumstances. We will waive the Initial Training Fee for your second or subsequent Franchise Agreement, in our sole discretion, if you, your Owners, or your Operating Principal has previously completed the training program to our satisfaction and your existing "Fly Alliance" Business(s) is/are operating in accordance with our standards and specifications.

If you are converting an existing, independent aircraft repair service mobile-only business to a "Fly Alliance" Business, we may waive all or a significant portion of your Initial Franchise Fee and/or Initial Training Fee, as we may mutually agree.

Before you commence operation of your Business, you must purchase pre-opening inventory of equipment, tools, supplies, parts, graphics and accessories that you must purchase from our affiliate, Alliance Aviation Group, LLC ("AAG") or our other approved Suppliers. We estimate that the pre-opening inventory (including initial parts, equipment, tools, supplies and the Information System) will range between approximately $73,555 and $167,110 and is not refundable under any circumstances. You may also have the opportunity to participate in one or more National Account authorized provider programs, under the terms of which you may be obligated to purchase parts, supplies or equipment through AAG, including an initial supply of necessary parts and equipment (in an amount which we do not expect to exceed $10,000 in parts, which is noted above

and $157,110 in equipment, which is noted above, some of which may be financed) prior to participating, in addition to ongoing replacement inventory. Alternatively, we may allow you to acquire these items on a consignment basis in which case you will not incur these costs (see Item 8 and Item 10 for additional details).

We will review two proposed sites for your Office at no charge. However, for the third site that we review, and for each additional site, you must reimburse us for all costs and expenses that we incur in reviewing the site, which we estimate to be about $1,000, including our travel, food and lodging expenses in connection with each on-site review.

Area Development Agreement

When you sign our current form of Area Development Agreement, you must pay us a non-refundable initial development fee ("**Development Fee**") equal to $25,000.00 multiplied by the number of "Fly Alliance" Businesses that you must open (excluding the first "Fly Alliance" Business). You will concurrently sign your first Franchise Agreement and pay $100,000 (representing the Initial Franchise Fee) and $18,000 (representing the Initial Training Fee) for your first Franchise Agreement. When we accept the site for each subsequent "Fly Alliance" Business, you will sign a separate Franchise Agreement and pay us an Initial Franchise Fee of $100,000; provided however, we will credit the previously paid Development Fee against the Initial Franchise Fee at the rate of $25,000.00 per Business until the Development Fee is exhausted.

If you or any of your Owners are: (1) an existing franchisee with an open and operational "Fly Alliance" Business or (2) are an Experienced Level 3 Technician, with at least two (2) years of prior experience as a Level 3 Technician at a "Fly Alliance" Business owned by you or another franchisee, us or one of our affiliates, and are now entering into an Area Development Agreement, you will not pay an Initial Training Fee, but you will pay a Development Fee equal to $25,000.00 multiplied by the number of "Fly Alliance" Businesses that you must open. When we accept the Office site for each subsequent "Fly Alliance" Business, you will sign a separate Franchise Agreement and pay us an Initial Franchise Fee of $90,000.00, provided however, we will credit the previously paid Development Fee against the Initial Franchise Fee at the rate of $25,000.00 per Mobile Unit until the Development Fee is exhausted.

In all cases, the Development Fee is non-refundable, fully earned by us when paid, and is uniform for franchises we are currently offering in this state (except as described above).

ITEM 6
OTHER FEES[1]

(1) Type of fee	(2) Amount	(3) Due Date	(4) Remarks
Continuing Royalty	10% of Gross Labor	Payable electronically by the end of each Accounting Period during the term of the Franchise Agreement. We will notify you of	"Accounting Period" means a calendar month. "Gross Labor Revenue" includes all revenues received or receivable by you as payment, whether in cash or for credit, or other means of exchange (and whether or not payment is received), for any and all labor performed, whether sub-contracted

(1) Type of fee	(2) Amount	(3) Due Date	(4) Remarks
		the date we intend to draw down payment from your bank account by electronic funds transfer. If we are unable to draw down all funds owed to us, we will charge your credit card account for the unpaid balance.	or directly sold from your "Fly Alliance" Business, or which are promoted or sold under any of the Marks, during each Accounting Period during the term of the Franchise Agreement, whether or not we offer the services or products in our other locations. Gross Labor Revenue <u>includes</u> (a) remuneration for labor/services performed, of any nature or kind, derived by you or by any other person or Entity (including your affiliate(s)) in connection with the operation of your Business; and (b) sales of labor/ services that violate the terms of your Franchise Agreement "Gross Labor Revenue" <u>excludes</u> (i) sales, value added or other tax, excise or duty charged to customers imposed by any Federal, state, municipal or local authority, based on sales of specific goods, products, merchandise or services sold or provided at or from your "Fly Alliance" Business and actually paid to the appropriate governmental authority; and (ii) revenues received on account of sales of pre-paid loyalty cards and certificates; provided, however, that revenues received on redemption of the pre-paid loyalty cards and certificates shall be included as part of "Gross Labor Revenue."
Advertising Fee	Currently not assessed	Same as Continuing Royalty	The 2% Advertising Fee (when established by us) will be in addition to the amounts that you must spend on local advertising under Section 8.2 of your Franchise Agreement ("**Local Advertising Expenditure**"). As of the date of this disclosure document, we have not established the Advertising Fund and we do not obligate you to make any additional Local Advertising Expenditure (but which, when we do, will also be at least 2% of your Gross Labor Revenue (i.e., up to 2% of Gross Labor Revenue contributed to the Advertising Fund, plus at least 2% of Gross Labor Revenue spent by you locally).

(1) Type of fee	(2) Amount	(3) Due Date	(4) Remarks
			The Advertising Fund will be used for national, regional, or local advertising, public relations or promotional campaigns or programs designed to promote and enhance the image, identity or patronage of franchised, and Company-owned (including affiliate-owned) "Fly Alliance" Businesses, and for related purposes as we deem appropriate.
Advertising cooperatives ("**Co-op**")	Currently not assessed	As determined by the Co-op	We do not currently do so, however if we do so in the future, you must participate in any Advertising Co-op for the region in which your "Fly Alliance" Mobile Unit is located. We will notify you in writing if you must join a regional advertising cooperative for your area and the amount of your advertising cooperative contributions. We determine the area of each advertising cooperative. We may impose upon any Co-op Advertising Region, additional requirements, limitations and duties with respect to usage of funds with respect to the Businesses and the marketing and advertising of Businesses and the associated services
National Account Administrative Fee	Up to 5% of Gross Labor Revenue resulting from performance of services to National Accounts as determined by us	Same as Continuing Royalty	We may charge you an administrative fee, which shall not exceed 5% of your Gross Labor Revenue resulting from performance of services to National Accounts. National Accounts include: any (i) aircraft manufacturer; (ii) aviation maintenance or repair company; (iii) existing or potential airport or related facilities or businesses (or such businesses' customers); (iv) aviation and aircraft insurers, and (v) aviation fleet or aircraft management company with more than 20 aircraft under management.

(1) Type of fee	(2) Amount	(3) Due Date	(4) Remarks
Technology and Customer Support Fee	Up to 1% of Gross Labor Revenue during the preceding Accounting Period	Same as Continuing Royalty	To defray a portion of the costs and expense incurred by us to support franchisees.
On-Site Training	Our out-of-pocket expenses	Upon demand	We will provide the On-Site Training at no additional charge; provided, however, that if we determine in our reasonable judgment that more than ten (10) days of on-site training is necessary, you must reimburse us for all travel, living, compensation, and other expenses we incur as a result of extending the On-Site Training, and at our election a per diem training charge at our then current rates.
Additional Training & Assistance	Our then-current charge, currently $125 per person per day and any travel expenses for such attendees	Prior to beginning of training	The initial training fee covers the initial training program for up to four (4) persons. We may charge a fee for any additional personnel that attend the initial training program. Also, we will not charge for mandatory training but reserve the right in our sole discretion to charge a fee for any optional training courses which we may periodically offer, in our sole discretion. In addition to any training fee, you must pay all transportation costs, food, lodging and similar costs incurred in connection with attendance at any additional training courses.
Annual Meeting Expenses	Our then-current charge to cover a portion of the expenses for on-site meals and local transportation, currently $199.99 per attendee	As Incurred	We intend to host an annual meeting or convention of franchisees which you must attend. We will not charge a registration fee to attend but you will be responsible for bearing all of your and your staff's Travel Expenses, to attend. You must also pay us a fee to cover a portion of your and your staff's meals and/or local transportation we provide at the annual meeting.
Transfer / Assignment	10% of our then-current initial franchise fee plus our out of pocket costs associated with the	Upon submission of your request to transfer or assign	Payable when you transfer your franchise or upon any "Assignment" as defined in your Franchise Agreement. No charge if franchise is transferred to an entity which you control, but you

(1) Type of fee	(2) Amount	(3) Due Date	(4) Remarks
	transfer/assignment, including attorneys' fees (the amount of which will vary depending on the circumstances, but which we do not expect to exceed $1,500).		must reimburse us for our out-of-pocket costs (the amount of which will vary depending on the circumstances, but which we do not expect to exceed $1,500). If you offer securities in a private offering then, in addition to the transfer fee, you must pay us the greater of: (a) a non-refundable fee equal to $5,000, or (b) our reasonable costs and expenses (the amount of which will vary depending on the circumstances, but which we do not expect to exceed $5,000) associated with reviewing the proposed offering
Audit	Amount of any underpayment plus interest[2] on the underpayment at the highest interest rate allowable by law (not to exceed 18%) and our related travel expenses to conduct the audit	Upon demand	You must also pay the cost of the audit if the audit shows an under-reporting or under-recording of 2% or more and we may terminate your Franchise Agreement. We may terminate your Franchise Agreement if the audit shows an under-reporting or under-recording error of 5% or may obligate you to maintain and deliver financial statements which have been audited by an independent certified public accountant. In addition, we have the right to terminate your Franchise Agreement if an audit or investigation conducted by us shows that you have knowingly maintained false books or records, or submitted false reports to us, or knowingly understated Gross Labor Revenue or withheld reporting of Gross Labor Revenue.
Late Fee	Interest of 18% per annum, or the highest interest rate allowable by law, on any unpaid amounts	Upon demand	Due only if you are late in paying any amounts owed to us.

(1) Type of fee	(2) Amount	(3) Due Date	(4) Remarks
Charges for unpaid checks, drafts or electronic payments	Our costs and expenses arising from the non-payment, including bank fees in the amount of at least $50 and other related fees incurred by us, subject to limitations and restrictions under applicable law to the contrary	Upon demand	Payable only if any check, draft, electronic or other payment is unpaid because of insufficient funds or otherwise.
Renewal Fee	10% of our then-current initial franchise fee	Upon signing a successor franchise agreement.	
Supplier Review Costs	Costs of review of application and inspection, currently $100.	Upon demand	You or your proposed Supplier must pay us in advance (or if we request, reimburse us) our reasonably anticipated costs to review the Supplier's application and all current and future reasonable costs and expenses, to inspect and audit the Suppliers' facilities, equipment, and products, and all product testing costs paid by us to third parties. Currently, we estimate Supplier Review Costs to be $100. We do not anticipate this to increase in the foreseeable future.
Insurance Reimbursement	Cost of insurance plus our costs to obtain the insurance for you, currently up to $7,000 annually, but could be higher depending on franchisee operations and geographic location	Upon demand, see Remarks	If you do not obtain and maintain the requisite insurance coverage, we may, at our option, purchase the insurance for you and you must pay us the premiums and our costs to obtain the insurance.

(1) Type of fee	(2) Amount	(3) Due Date	(4) Remarks
Email account fee	Currently, $216 yearly per email account, but subject to change	Upon demand, see Remarks	You must maintain a functioning e-mail address for your business, on our outsourced web hosting service. We currently bear the Email account fee without reimbursement from you, but we reserve the right to obligate you to reimburse us for our actual costs associated with this service.
Equipment, Tools, Parts, Supplies and Products Inventory	Then current published wholesale prices for each particular item	Upon shipment	Your "Fly Alliance" Mobile Unit may only offer the public the products and services we approve. Unless we otherwise approve, all parts and supplies used in connection with your Business must be purchased from and through our affiliated distribution company, currently Alliance Aviation Group, LLC, at its then-current prices, which are subject to change. Before you open your "Fly Alliance" Business, you must purchase a pre-opening inventory of equipment, tools, supplies, and needed to begin business, for a total cost of between $73,555 and $167,110 (in connection with a Franchise Agreement. As they are depleted, and as new products come to market that require your repair services, you must replenish your inventory as needed to meet reasonably anticipated consumer demand for your business. We may, at our sole and absolute discretion, permit you to obtain inventory and parts on a consignment basis ("**Consigned Parts**") from Alliance Aviation Group, LLC or another one of our affiliates ("**Consigning Party**"). All Consigned Parts provided by the Consigning Party for use in performing Approved Products and Services will at all times remain the property of the Consigning Party. You will be liable for the cost of any inventory discrepancies and shrinkage of the Consigned Parts,

(1) Type of fee	(2) Amount	(3) Due Date	(4) Remarks
			including the replacement cost of any Consigned Parts. You may use a Consigned Part only for Approved Products and Services. The Consigning Party will invoice you for a Consigned Part and you must pay the Consigning Party for the Consigned Part upon use in repairs.
Promotional Campaigns	Not to exceed 100% of our actual cost	Upon demand, See Remarks	We may establish and conduct promotional campaigns on a national or regional basis, which may by way of illustration and not limitation promote particular products or marketing themes. You and each Co-op Advertising Region, if any, must participate in these promotional campaigns under the terms and conditions we may establish. Your participation may include purchasing point of sale advertising material, posters, flyers, product displays and other promotional material (unless provided at no charge through the Advertising Fund).
Extension Program	$1,000 for each of the first 6 months of extension, and $1,500 per month for months 7-12; payable on a monthly basis	Upon demand, See Remarks	If you are in good faith using your best efforts to commence operations of your Business within nine (9) months of signing the Franchise or Area Development Agreement, then we may at our sole discretion, upon written request and execution of our then-current withdrawal authorization form, permit you to extend, for up to twelve (12) months, the date by which you must commence operating your "Fly Alliance" Business.

(1) Type of fee	(2) Amount	(3) Due Date	(4) Remarks
Business Credit Card	Not to exceed 100% of our actual cost	As Incurred	During the term of your Franchise Agreement, you must, maintain a business credit card with an available credit limits of not less than $10,000 against which you will authorize us to charge amounts due from you, which are not drawn down by us by EFT. You will be responsible for any bank and credit card company charges imposed on us on account of credit card payments, including any annual fees, and the costs of these charges will be added to the amounts you owe us. In our experience, bank, and credit card companies will charge us between 3 to 5% of the amount that you pay us via credit card, which you must reimburse to us.

1. All fees are imposed by and are payable to us, or one of our affiliates. All fees are non-refundable and are uniform for franchises currently being offered, except that: (a) if you are converting one or more existing independent electronic aircraft repair businesses to the "Fly Alliance" brand, we may agree to a short, mutually agreeable, abatement of your Continuing Royalty to help defer some of your costs associated with bringing the converted businesses up to the standard "Fly Alliance".
2. Interest begins from the date of the underpayment.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

A SINGLE BUSINESS UNDER A FRANCHISE AGREEMENT[1]

(1) Type of Expenditure	(2) Amount		(3) Method of Payment	(4) When Due	(5) To Whom Paid
	Low	High			
Initial Franchise Fee[2]	$100,000	$100,000	Lump Sum	Upon Signing Franchise Agreement	Us
Initial Training Fee[2]	$18,000	$18,000	Lump Sum	Upon Signing first Franchise Agreement	Us
Initial Inventory of Equipment, Parts, Tools, Supplies, and Information Systems Hardware[3]	$73,555	$167,110	Lump Sum	Prior to Servicing	Us or Our affiliates

Wages, Travel and Living Expenses During Training & Site Review[4,5]	$5,000	$21,000	As Arranged	As Arranged	Us, Airlines, Hotels and Vendors
Legal and Accounting	$1,000	$10,000	As Arranged	As Arranged	Vendors
Business Licenses and Permits[6]	$350	$2,000	As Arranged	As Arranged	Government
First 3 Months Marketing[7]	$0	$3,000	Monthly	As Arranged	Vendors
Insurance	$1,000	$5,000	Annually	As Arranged	Vendors
Additional Funds – 3 Months[8]	$10,000	$20,000	As Incurred	As Incurred	Employees and Vendors
TOTAL	$208,905	$346,110			

*****We intend to waive the initial franchise fee and the initial training fee for Franchise Agreements executed with our affiliated entities. We may waive the initial training fee for your second or subsequent franchise agreement, in our sole discretion, if you or your Operating Principal has previously completed the training program to our satisfaction.

Notes: We are not able to represent whether or not amounts that you may pay to third parties are refundable.

1. This chart describes your estimated initial investment in opening a single "Fly Alliance" Business. Your initial investment will be higher if you operate more than one Business.

2. The initial franchise fee and initial training fee are detailed in Item 5. The initial training fee is payable in connection with your first franchise agreement. As described in Item 5, we participate in the IFA's VetFran Program. If you are a qualified Veteran, you will receive a 20% discount on the initial franchisee fee for the first Franchise Agreement.

3. This figure includes the cost to purchase a single "Fly Alliance" Mobile Unit vehicle and your initial supply of necessary supplies, parts and equipment, which must be purchased directly from the manufacturer through our affiliate, Alliance Aviation Group, LLC or you may purchase Consigned Parts from us or one of our affiliates, subject to availability. This figure includes the costs for licensed architects, engineers and general contractors required to equip your "Fly Alliance" Mobile Unit. This figure also includes the approximate initial cost for the Information Systems which is $500 to $2,500 (which includes vendor provided training). We have not included the cost of software maintenance agreements, if any. This figure also does not include any technical support costs associated with operating the hardware or software.

4. These figures include your costs of travel, food, lodging and other expenses during your initial training program. The initial training program will be approximately 40 hours per week of training over a three to four week period.

5. We will review up to two proposed Office sites at no charge. However, for each additional site, we reserve the right to charge you for reimbursement of all costs and expenses that we incur in re-viewing the site(s), include Franchisor's expenses for travel, food and lodging in connection with the approval of your site. The low end estimate above assumes we will review two sites. If additional site reviews are necessary, we estimate that each one could cost up to

an additional $1,000. These figures include our expenses for travel, food and lodging in connection with each on-site review.

6. Providing certain services may under Applicable Law obligate Franchisee to obtain specialized Licenses. To the extent it continues to be allowed to do so, we will cause our Affiliate to sublicense you the right to operate your Licensed Business under Affiliates' FAA Part 145 Certificate Number - WAVR866D. To the extent not sublicensed by us or our Affiliate, you must obtain and maintain any and all required all applicable franchises, licenses, permits, registrations, certificates and other operating authority required by Applicable Law before providing any Approved Products and Services.

7. Currently, there is no required pre-opening advertising costs so the low-end estimate for the first three months of marketing assumes that you will not pay for any advertising.

8. The estimate of additional funds for the initial phase of your business is based on your staff salaries and operating expenses for the first three (3) months of operation. We have not included the cost of software maintenance agreements, if any. The estimate of additional funds does not include an Owner's salary or draw. The additional funds required will vary by your area; how much you follow our methods and procedures; your management skills, experience and business acumen; the relative effectiveness of your staff; local economic conditions; the local market for your products and services; the prevailing wage rate; competition; and the sales level reached during the initial period. In compiling these estimates, we rely on the experience of our affiliates in the development of "Fly Alliance" Company or affiliate owned Businesses. These amounts are the minimum recommended levels to cover your operating expenses for 3 months.

AREA DEVELOPMENT AGREEMENT

(1) Type of Expenditure	(2) Amount		(3) Method of Payment	(4) When Due	(5) To Whom Paid
	Low	High			
Initial Development Fee	$25,000	$50,000	Lump Sum	Upon Signing Area Development Agreement	Us
Legal and Accounting[1]	$1,000	$10,000	As Arranged	As Arranged	Vendors
Additional Funds – 3 Months[2]	$10,000	$20,000	As Incurred	As Incurred	Employees and Vendors
TOTAL	**$36,000**	**$80,000**			

When you sign our current form of Area Development Agreement, you must pay us a non-refundable initial development fee ("**Development Fee**") equal to $25,000.00 multiplied by the number of "Fly Alliance" Businesses that you must open (excluding the first "Fly Alliance" Business). You will concurrently sign your first Franchise Agreement and pay $100,000 (representing the Initial Franchise Fee) and $18,000 (representing the Initial Training Fee) for your first Franchise Agreement. When we accept the site for each subsequent "Fly Alliance" Business, you will sign a separate Franchise Agreement and pay us an Initial Franchise Fee of $100,000; provided however, we will credit the previously paid Development Fee against the Initial Franchise Fee at the rate of $25,000.00

per Business until the Development Fee is exhausted. The low estimate above contemplates one "Fly Alliance" Business in addition to the first Business, and the highest estimate contemplates two Business in addition to the first Business (i.e., a total of three Businesses)."

If you or any of your Owners are: (1) an existing franchisee with an open and operational "Fly Alliance" Business or (2) are an Experienced Level 3 Technician, with at least two (2) years of prior experience as a Level 3 Technician at a "Fly Alliance" Business owned by you or another franchisee, us or one of our affiliates, and are now entering into an Area Development Agreement, you will not pay an Initial Training Fee, but you will pay a Development Fee equal to $25,000.00 multiplied by the number of "Fly Alliance" Businesses that you must open. When we accept the Office site for each subsequent "Fly Alliance" Business, you will sign a separate Franchise Agreement and pay us an Initial Franchise Fee of $90,000.00, provided however, we will credit the previously paid Development Fee against the Initial Franchise Fee at the rate of $25,000.00 per Mobile Unit until the Development Fee is exhausted. In all cases, the Development Fee is non-refundable, fully earned by us when paid, and is uniform for franchises we are currently offering in this state (except as described above).

1. These legal and accounting fees would be in addition to those incurred in connection with a review of your Franchise Agreement.

2. In compiling these estimates, we rely on the experience of our affiliates in the development of "Fly Alliance" Company or affiliate owned Businesses. These amounts are the minimum recommended levels to cover your operating expenses for 3 months.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Real Estate

Under the Franchise Agreement, you must maintain a business Office (the "**Office**"), at a location approved by us, which can serve as your headquarters for your Business, which may be your residence. In your Office, you will maintain a computer system, provide for overnight storage of Mobile Unit vehicles, and business records and extra parts, tools, equipment, used in connection with your Business (which may also be stored in a secure third party operated storage facility approved by us).

If you do not have an office when you sign the Franchise Agreement, you must locate one or more proposed Office sites which meet our standards, which will be provided to you in writing. You must submit to demographic and other information regarding the proposed site(s) and neighboring areas to us, in writing. We may approve or reject a proposed site for your Office. You may not relocate your office without our prior written consent.

You must construct, equip and improve your "Fly Alliance" Office and Mobile Unit(s) in compliance with our current design criteria. You may employ any architects and general contractors you desire; however, all plans and modifications must be submitted to us for our review and approval before you start construction. Unless we notify you in writing that the plans and modifications are approved, they will be deemed rejected. You may not open your "Fly Alliance" Business until you receive written authorization from us to do so, which may be subject to our satisfactory inspection of your "Fly Alliance" Business, which may be accomplished remotely or by travel to your site at our sole discretion. You must commence operation of your "Fly Alliance" Business no later than nine (9) months following the date you sign the Franchise Agreement.

Merchandise, Materials, Supplies and Services

You must offer only Approved Products and Services at your "Fly Alliance" Business such products and services must be offered strictly in accordance with our "**Standards**." Our "**Standards**" include the specifications, standards, operating procedures, policies, rules, regulations, procedures, protocols, restrictions, recommendations and administrative procedures you must use to implement the System and in the operation of a "Fly Alliance" Business, as supplemented and modified by us from time to time in writing.

"**Approved Products and Services**" presently consist of services and ancillary related products specified by us from time to time in the Manuals, or otherwise in writing, including without, limitation, any applicable National Account Participation Agreements, for offer and sale by the Business, marketed, offered, sold, and rendered at or from the Business to customers, in strict accordance with the Standards, and which may include (a) aircraft maintenance and repair services; (b) remote or on-site installation, set-up and maintenance of computer hardware, software, and other electronic equipment, (c) customer training; (d) the marketing, offer and sale of various items of approved hardware, software, accessories, ink, toner and other consumables, server infrastructure upgrades, for computers, peripheral equipment, and other electronic equipment, (e) remote data backup and monitoring; and (f) other sales, support and service that we authorize through remote, telephone, on-site sales and services. To be able to provide maintenance and repair services, you will need to purchase and maintain an inventory of certain tools, supplies, replacement parts and products.

Although we presently allow you to purchase these items from any approved Supplier, our affiliate, Alliance Aviation Group, LLC ("AAG"), makes most of these items available for your purchase, at the same prices charged to other franchisees. We reserve the right to in the future designate certain items that may only be purchased from us or our affiliates or from Suppliers we designate ("**Designated Products and Services**"). In some instances, National Accounts may impose certain requirements, including without limitation, branded replacement parts to be purchased from them directly or through AAG. The Designated Products and Services may include: (i) products that bear the "Fly Alliance" mark or marks; (ii) ink, toner, consumables, tools, supplies, replacement parts, accessories, fixtures, furnishings, equipment, uniforms, supplies, stationary, packaging, forms, computer hardware, software, modems and peripheral equipment and other items, whose quality or other specifications we deem to be of significant importance to your "Fly Alliance" Business or which are produced or manufactured in accordance with our specifications and/or formulas, and products and services which we select as designated products and services, and (iii) services, including remote computer maintenance and data backup, computer repair, monitoring, training, and other items.

We may, at our option, permit you to obtain inventory and parts on a consignment basis (collectively, the "**Consigned Parts**") from us, **Alliance Aviation Group, LLC** or another one of our affiliates ("**Consigning Party**"). All Consigned Parts provided by the Consigning Party for use in performing Approved Products and Services will at all times remain the property of the Consigning Party. You will be liable for the cost of any inventory discrepancies and shrinkage of the Consigned Parts, including the replacement cost of any Consigned Parts. You must pay the Consigning Party upon use in repairs. You must comply with the Standards and other requirements that we may establish or revise periodically related to Consigned Parts.

We may also specify certain products and services, like merchandise, fixtures, furnishings, equipment, uniforms, supplies, paper goods, services, packaging, forms, Information Systems, vehicles used to operate Businesses, and other products, supplies, services and equipment, some of which may be restricted to designated brands and models, other than Designated Products and Services, which you may or must use and/or offer and sell at/from your "Fly Alliance" Mobile Unit ("**Ancillary**

Products and Services"). You may, but will not be obligated to, purchase the Ancillary Products and Services from us or our affiliates, if we or our affiliates, supply the same. You may use, offer or sell only the Ancillary Products and Services that we have expressly authorized, and that are purchased or obtained from us, one of our affiliates, or a producer, manufacturer, distributor, supplier or service provider ("**Supplier**") designated or approved by us under the Franchise Agreement.

If you wish to obtain certain authorized Ancillary Products and Services from a supplier other than us or one we have previously approved or designated (and not subsequently disapproved), you must seek our approval by written notice which (i) identifies the name and address of the company, (ii) contains the information we request or require to be provided in the Manuals (e.g. financial, operational and economic information regarding its business), and (iii) identifies the authorized item you seek to purchase from the proposed Supplier. Upon request, we will furnish you with specifications for the Ancillary Products and Services if they are not in the Manuals. The proposed Supplier must comply with our usual and customary requirements regarding insurance, indemnification and non-disclosure, and must demonstrate to our reasonable satisfaction (a) its ability to supply products meeting our specifications, (b) its reliability with respect to delivery and consistent quality of products or services, and (c) its ability to price the proposed products competitively. The proposed Supplier must, at our request, furnish at no cost product samples, specifications and other information we may require, and allow us or our representatives to inspect the proposed Supplier's facilities and establish economic terms, delivery, service and other requirements consistent with our other distribution relationships for other "Fly Alliance" Businesses.

We will use our good faith efforts to notify you of our decision within sixty (60) days after we receive your request for approval and all requested back-up information.

Among the other factors we may consider in deciding whether to approve a proposed approved Supplier, we may consider the effect that the approval may have on our and our franchisees' ability to obtain the lowest distribution costs with the quality and uniformity of product offered system-wide by "Fly Alliance" franchisees. We may also require a proposed approved Supplier to agree in writing: (i) to provide us free samples on request of any Ancillary Products and Services it intends to supply, (ii) to faithfully comply with our specifications, and (iii) to sell any product bearing our trademarks only to our franchisees and only under a trademark license agreement in form we provide (which may require payment of a royalty), and (iv) to provide to us duplicate purchase invoices for our records and inspection. We reserve the right to subsequently revoke our approval upon written notice to you.

You or your proposed approved Supplier must pay us in advance (or if we request, reimburse us) our current cost of $100 to review the proposed approved Supplier's application and all current and future reasonable costs and expenses, to inspect and audit their facilities, equipment, and products, and all product testing costs paid by us to third parties.

Except as described below, none of our officers owns an interest in any approved or designated Supplier, which will supply various products and services to you. Our Co-Chief Executive Officer, Kevin Wargo owns a majority interest in our affiliated distribution company, Alliance Aviation Group, LLC ("AAG"). We will source all parts first from AAG at market pricing, if the part is unavailable from AAG, then we will source it from the greater marketplace to provide to franchisees.

Since we recently began franchising, neither we nor our affiliates derived revenue from the sale of goods and services to "Fly Alliance" franchisees in 2024. We have an agreement with our affiliate, AAG who is an approved Supplier and supplies repair parts and other goods or services to our Franchisees' and our affiliates' "Fly Alliance" Businesses. We have not negotiated purchase

agreements with suppliers or established purchasing or distribution cooperatives. We review all suppliers whom you propose to use.

You must purchase your initial inventory of equipment, tools, supplies, parts and accessories from us or our affiliates, but you may purchase these items on an ongoing basis from our Affiliates or from approved Suppliers. Neither we nor our affiliates are the only approved suppliers for any products, goods or services. Our affiliate intends to operate competitively against other approved suppliers to provide franchisees with a lower cost, higher quality solution. AAG does include a mark-up on its prices, and will continue to derive revenue and profits from its sales of goods and services to franchisees, but the franchisor does not derive revenue on account of those sales.

Except as described above, we do not currently derive revenue or other material consideration based on your purchases of products, merchandise and services from unaffiliated or unapproved suppliers. There are no purchasing or distribution cooperatives.

We estimate that substantially all of your expenditures for leases and purchases in establishing your "Fly Alliance" Business and substantially all of your expenditures on an ongoing basis during the operation of your "Fly Alliance" Business will be for goods and services which are subject to sourcing restrictions (that is, which must meet our standards and specifications), or which must be purchased from Suppliers which we designate or approve.

We may periodically require you to participate in test programs and market research to determine the salability of new products and services. The test programs may include selling certain products and offering specific services. If you are requested to participate in a test program, you must provide timely reports and other relevant information regarding the test program.

You must operate your "Fly Alliance" Business in compliance with the standard procedures, policies, rules and regulations contained in the Manuals. We do not reward or provide material benefits to you based on your use of designated Suppliers, but doing so is one of your obligations under the Franchise Agreement and may obligate you to purchase replacement or other designated or approved Suppliers. We may terminate your Franchise Agreement if you purchase from unapproved sources in violation of your agreement.

Computer Equipment & Information Systems

You must obtain the Information System" as detailed in the Manuals. The Information System must be connected via a high-speed connection at all times and be capable of accessing the Internet. You must obtain certain Information Systems that we specify. You must also obtain related service contracts, support contracts and other similar arrangements.

Records

All of your bookkeeping and accounting records, financial statements, and all reports you submit to us must conform to our requirements.

Insurance

You must maintain suitable insurance coverage and minimum amounts and deductibles specified in the Franchise Agreement, Manuals or by written notice, including all risk property and casualty insurance for the replacement value of your Mobile Units. Currently, you must maintain at a minimum the following coverages: hangerkeeper's liability, airport operations, products and premises liability,

completed operations liability, personal injury liability, fire legal liability, advertising liability, contractual liability, automobile coverage for bodily injury and property damage liability protection, collision, comprehensive, and underinsured and uninsured motorist coverage), which shall in each instance designate us and our Affiliates as additional named insureds, with an insurance company approved by us, which approval shall not be unreasonably withheld. At a minimum, you currently must maintain the following coverages: (a) Commercial General Liability insurance with limits of $5,000,000 per occurrence, including but not limited to hangerkeepers legal liability, airport operations, premises operations, products liability, completed operations, contractual liability, independent contractors, personal and advertising injury liability hazards, errors and omissions; and (b) Business Auto liability insurance, including coverage for "any auto", with limits of not less than one hundred thousand dollars ($100,000) per person, three hundred thousand dollars ($300,000) per accident for bodily injury and fifty thousand dollars ($50,000) for property damage.

You may obtain additional insurance coverage as you feel necessary. You may purchase your insurance from any carrier subject to our approval, not to be unreasonably withheld.

Local Advertising

In addition to your Advertising Fee, you must spend at least two percent (2%) of Gross Labor Revenue on local advertising and promotion ("**Local Advertising**"), conforming with our policies and standards. At our request, you must provide us, for review and approval, an advertising plan which details the Local Advertising to be provided over a twelve (12) month period.

1. Vehicle

Each vehicle used in connection with a Business must meet our then-current policies, including, among other things, specifications relating to the required quality, make, model, year, allowable mileage, equipment (including GPS or other specified electronic fleet tracking methods and devices), color, signage and body wrap, as specified in the Manuals, and you must lease each vehicle from a Supplier designated by us. You must maintain the condition and appearance of the vehicle in a "like new" condition and repair, perform periodic maintenance as necessary, and keep it clean, free of dents, scratches or other damage or mechanical problems.

You must have and maintain in operation at least one (1) Mobile Unit under the Franchise Agreement. If we determine that the number of Mobile Units is insufficient to service the volume of customer requests for services, we may notify you of the number of additional Mobile Units you must add to your fleet, and you must add that number of Mobile Units to your fleet within ninety (90) days of the date of notification, and if you decline or fail for any reason to add the requested number of fully equipped and operational Mobile Units to your fleet, we may terminate the Franchise Agreement, and/or fashion other remedies including but not limited to remove, suspend or block your right to receive service requests or we may offer the service request to another franchisee or to ourselves or our affiliate(s) in that area.

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Obligation	Section in Franchise Agreement and Area Development Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Sections 5.1, 5.2 and 5.3 of Franchise Agreement; Section 6.1 of Area Development Agreement	Items 8 & 11
b. Pre-opening purchases/leases	Section 5.3 of Franchise Agreement	Item 8
c. Site development and other pre-opening requirements	Section 5.4 of Franchise Agreement; Section 6.1 of Area Development Agreement	Items 7 & 11
d. Initial and ongoing training	Article 6 of Franchise Agreement	Item 11
e. Opening	Section 5.4.4 of Franchise Agreement	None
f. Fees	Article 4 of Franchise Agreement; Article 5 of Area Development Agreement	Items 5 & 6
g. Compliance with standards and policies/Operations Manuals	Article 7 of Franchise Agreement	Item 11
h. Trademarks and proprietary information	Article 11 of Franchise Agreement	Items 13 & 14
i. Restrictions on products/services offered	Sections 7.6, 9.1, 9.2, 9.3 and 9.4 of Franchise Agreement	Item 16
j. Warranty and customer service requirements	Section 9.6 of Franchise Agreement	Item 11
k. Territorial development and sales quotas	Article 2 of Area Development Agreement	Item 12
l. Ongoing product/service purchases	Sections 9.1, 9.2, 9.3 and 9.4 of Franchise Agreement	Item 8

Obligation	Section in Franchise Agreement and Area Development Agreement	Disclosure Document Item
m. Maintenance, appearance, and remodeling requirements	Section 5.5 of Franchise Agreement	Item 11
n. Insurance	Article 16 of Franchise Agreement	Items 6 & 8
o. Advertising	Article 8 of Franchise Agreement	Items 6 & 11
p. Indemnification	Sections 13.2.4, 13.3.4, 17.1 and 17.2 of Franchise Agreement; Sections 7.3, 10.1 and 10.2 of Area Development Agreement	Item 6
q. Owner's participation/ management/staffing	Section 7.2 of Franchise Agreement	Items 11& 15
r. Records/reports	Sections 10.1 and 10.4 of Franchise Agreement	Item 6
s. Inspections/audits	Sections 10.2 and 10.3 of Franchise Agreement	Items 6 & 11
t. Transfer	Sections 13.2, 13.3 and 13.4 of Franchise Agreement; Section 7.3 of Area Development Agreement	Item 17
u. Renewal	Sections 3.2, 3.3 and 3.4 of Franchise Agreement; Section 4.2, 4.3 and 4.4 of Area Development Agreement	Item 17
v. Post-termination obligations	Article 15 of Franchise Agreement; Section 4.5 of Area Development Agreement	Item 17
w. Non-competition covenants	Section 12.1 of Franchise Agreement; Sections 8.1 and 8.2 of Area Development Agreement	Item 17
x. Dispute resolution	Article 19 of Franchise Agreement; Section 10.17 of Area Development Agreement	Item 17

ITEM 10
FINANCING

We may in our discretion finance a portion of the Initial Franchise Fee. The down payment will typically be 20% and is payable upon execution of the Franchise Agreement. The remainder, if any, is payable in equal installments monthly. The unpaid balance will bear interest at a rate of 8% per annum, but not more than the maximum rate allowed by law. Payments would begin the first full month after the execution of the Franchise Agreement, and would be payable as follows:

The amount of the Initial Franchise Fee which we agree to finance is payable in monthly installments over a period of between 12 to 24 months. Monthly payments would vary depending upon the amount of the unpaid portion of the Franchise Fee. The estimated loan repayments will range between $3,618.18 and $6,959.07 per month.

If you finance the Initial Franchise Fee through us, you must sign a Promissory Note in the form attached hereto as Exhibit E. Other than the interest charged, there is no finance charge for our financing of a portion of the Initial Franchise Fee. There is no pre-payment penalty under the Promissory Note. If you default under the Promissory Note, we can declare the entire unpaid principal balance and accrued interest immediately due and payable, and a default under the Promissory Note will be a default under the Franchise Agreement.

If a franchisee is a corporation or other business entity, all of its shareholders or owners and their spouses, as applicable, must sign a guarantee in the form(s) attached as Exhibit D, unless waived by us in our sole discretion. The guarantee provides that we may proceed against the shareholders or owners independently of the business entity which owns the franchise and contains various provisions in order to facilitate this purpose, including waivers of notice and defenses.

There is no waiver of defenses or similar provision in any contract or other instrument to be signed by you, other than that provided in the guarantee. Under the guarantee, you will waive notice of acceptance of the guarantee by any person, notices, and the right to require proceeding against the franchisee under the franchise documents or franchise fee note, or pursuing any other remedy in our power before bringing an action against the guarantor. We receive no fee or payment from any person for the placement of financing.

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SUMMARY OF FINANCINGS OFFERED

Item Finance	**Source of Financing**	**Down Payment**	**Amount Financed**	**Term**	**Interest Rate**	**Monthly Payment**	**Prepay Penalty**	**Security Required**	**Liability Upon Default**	**Loss of Legal Right on Default**
Initial Franchise Fee	Promissory Note	20%	As agreed	12-24 months	8% per annum, but not more than the maximum rate allowed by law.	Monthly payments will vary depending upon the amount of the unpaid portion of the Franchise Fee. The estimated loan repayments will range between $3,618.18 and $6,959.07 per month.	None	Not Applicable	We can declare the entire unpaid principal balance and accrued interest immediately due and payable.	A default under the Promissory Note will be a default under the Franchise Agreement.

ITEM 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

Pre-Opening Obligations

Before you open your "Fly Alliance" Business, we will do the following:

Site Review. If you have not found a location for your Office when you sign the Franchise Agreement, you must promptly locate one or more proposed sites which meet our current standards and specifications. Your "Fly Alliance" Office will be leased by you from independent third parties. (Franchise Agreement, §5.2)

Site Selection Assistance. You are solely responsible for selecting the airport or other site of your "Fly Alliance" Business, which will be subject to our review and approval. We do not locate sites for you. (Franchise Agreement, §5.2)

Training. We provide an initial training program and on-site opening assistance described below. (Franchise Agreement, §§ 6.1 and 6.2)

Manuals. You will have access to our confidential Manuals during the term of your Franchise Agreement through our online portal system. The Manuals contain our library of operations and training manuals, including start-up manual and franchise unit operation manual, and any other written directive related to the operation of Businesses, including all bulletins, supplements and ancillary and additional manuals and written directives established by us and includes our standard operational procedures, policies, rules and regulations with which you must comply. (Franchise Agreement, § 7.4) Attached as Exhibit I to this disclosure document, is a copy of the table of contents of our Manuals that indicates the number of pages devoted to each subject.

Time to Open

The typical estimated time between signing a Franchise Agreement and opening a "Fly Alliance" Business has been between one and four (1-4) months, assuming that a vehicle can be obtained and leased within one (1) month after you sign the Franchise Agreement. Circumstances are changing rapidly and other unforeseen delays, could cause it to take considerably longer for you to open your "Fly Alliance" Business. Factors that may affect the length of time it takes you to open your "Fly Alliance" Business include the process of negotiating a lease, outfitting, wrapping, equipping, obtaining licenses and airport access, permits, insurance coverage, weather conditions, shortages, and delayed installation of equipment, fixtures.

We will provide you with copies of our specifications for the design and layout of your "Fly Alliance" Office and Mobile Unit and required fixtures, equipment, furnishings, decor, trade dress, and signs. You will construct, equip and improve your "Fly Alliance" Office and Mobile Unit(s) in accordance with our Standards, unless we agree, in writing, to any modifications. You will employ licensed architects, engineers and general contractors, at your sole cost and expense, to prepare architectural, engineering and construction drawings and site plans, and to obtain all permits required to construct, remodel, renovate, and/or equip your "Fly Alliance" Office and Mobile Unit. All plans, and modifications and revisions must be submitted to us for our review and approval before you

commence construction of your "Fly Alliance" Office and Mobile Unit (within sixty (60) days after signing the Franchise Agreement, unless we otherwise agree in writing).

Subject only to Force Majeure (provided that you continuously comply with the terms of the Franchise Agreement), you must complete modification and equipping, as the case may be, of your "Fly Alliance" Office, including installation of all fixtures, signs, and equipment as soon as possible, but in any event promptly after obtaining prior written consent from us to begin operations.

You may not commence operation of your business until the Mobile Unit has become available, has been fully modified to meet Standards, and you have received our written authorization to open for business.

Obligations After Opening.

During the operation of your "Fly Alliance" Business:

1. Upon reasonable request, we will give you additional assistance and advice to help you run your "Fly Alliance" Business. If provided at your request, you must reimburse our expenses and pay our then current training charges. (Franchise Agreement, § 6.3)

2. We will periodically designate Approved Products and Services which you must stock and provide. We or our affiliate(s) will sell you the products, as long as we supply them. (Franchise Agreement, § 7.6) Approved Products and Services presently consist of maintenance and repair services relating to aircrafts, and other electronic equipment; installation and set-up of computers and electronic equipment.

3. We will approve or disapprove any advertising, direct mail, identification and promotional materials and programs you propose to use in connection with local advertising. (Franchise Agreement, § 8.1)

Advertising (Franchise Agreement, §8)

Advertising Fund

Currently, we do not require any contributions to be made to the Advertising Fund. When we commence Advertising Fund contribution collection, you must pay us an Advertising Fee that we determine (not to exceed two percent (2%) of your Gross Labor Revenue) to our advertising fund. We will direct all advertising programs and control the creative concepts, materials and media used, media placement and allocation. Media placement may be on a national, regional or local basis. We need not make expenditures that are equivalent or proportionate to your contributions. We need not ensure that any particular franchisee benefits directly or proportionately from fund advertising. The fund is not a trust and we are not a fiduciary.

The fund may be used to meet all costs of administering, directing, preparing, placing and paying for national, regional or local advertising to promote and enhance the image, identify or patronage of "Fly Alliance" Businesses owned by us or our affiliates and by franchisees. We will either transfer the advertising contributions to a separate entity to whom we have delegated the responsibility to operate and maintain the advertising fund or administratively segregate on our books and records the advertising contributions we receive from franchisees. However, we are not required to maintain the contributions paid by you or other franchises to the fund and income earned by the fund in a

separate account. But we may not use this money principally to solicit new franchise sales. We may include information regarding acquiring a franchise on or as a part of materials and items produced by or for the Advertising Fund.

Within sixty (60) days following each of our fiscal years in which we operated the Advertising Fund, we will prepare an unaudited report certified as correct by an officer showing the Advertising Fund balance at the beginning of the year, the total amount contributed by franchisees and allocated by us on behalf of Company or affiliate-owned "Fly Alliance" Businesses, and the amount actually expended for the year, and remaining balance or deficit in the Advertising Fund at the end of the fiscal year end. At your request, we will furnish a copy of the report to you. We do not conduct an audit of the Advertising Fund.

We may spend in any fiscal year an amount greater or less than the aggregate contributions to the Advertising Fund in that year and may cause the Advertising Fund to borrow funds to cover deficits or invest in surplus funds. If we spend less than the total of all contributions to the Advertising Fund during any fiscal year, we may accumulate those sums for use in later years. If we or an affiliate advances money to the Advertising Fund beyond what it contributes on account of Company or affiliate-owned "Fly Alliance" Mobile Units, we will be entitled to reimbursement. Any interest earned on monies held in the Advertising Fund may be retained by us for our own use, in our discretion.

Although we intend the fund to be perpetual we can terminate the fund. We will not terminate the fund until it has spent all money in the fund for advertising and promotional purposes.

As of December 31, 2024, we had not commenced operations and therefore did not require franchisees to contribute to the Advertising Fund. Once we require franchisees to contribute, we may make some exceptions and not all franchisees may be obligated to contribute, and some may contribute a different amount or at a different rate, as we determine appropriate. Although we do not currently do so, in the future we intend to allocate for each "Fly Alliance" Business operated by us or any affiliate the amount that would be required to be contributed to the Advertising Fund if it were a franchised "Fly Alliance" Business. We will either transfer the advertising contributions to a separate entity to whom we have delegated the responsibility to operate and maintain the advertising fund or administratively segregate the on our books and records, but commingled with our general operating funds, the advertising contributions we receive from franchisees. We or our affiliates may collect rebates and allowances and credits from Suppliers based on purchases or sales by us, our affiliates and franchisees and have the right to retain the sums for our own purposes, return the sums to be used by one or more franchisees, including for designated purposes, and use the sums for advertising the "Fly Alliance" brand, or one or more Advertising Fund expenditures in our discretion. Any contribution of the rebates or credits to the Advertising Fund will not reduce your obligation to pay the Advertising Fee. We may include information regarding the availability of "Fly Alliance" franchises on or as part of materials and items produced by or for the Advertising Fund.

Other Advertising Information

There is no obligation for us to maintain any advertising program or to spend any amount on advertising in your area or Territory.

You may develop advertising materials for your own use, at your own cost. You must submit to us all advertising materials not prepared or previously approved by us (or of which we subsequently

withdraw approval), for our approval. If we do not approve your advertising materials within fifteen (15) days, the proposed advertising will be deemed disapproved. (Franchise Agreement § 8.1)

Although we do not currently do so, we may, in the future, require you to expend, in addition to the Advertising Fee, if any, at least two percent (2%) of your Gross Labor Revenue on local advertising ("**Local Advertising Expenditure**") and promotion of your "Fly Alliance" Business, conforming to our specifications in the Manuals. At our request, you must submit, for our approval, a local advertising plan that details the local advertising you will conduct over a twelve (12) month period. Without our express written consent, you may not use your Local Advertising Expenditure for market-wide research, seminars, entertainment, fees paid to consultants not approved by us, incentive programs, charitable contributions, press parties or specialty items (unless part of a market-wide program approved by us and the cost is not recovered by the promotion). (Franchise Agreement § 8.2)

Advertising Council

There is no advertising council composed of franchisees that advises the franchisor on advertising policies. The Franchise Agreement does not give us the power to form, change or dissolve an advertising council.

Advertising Cooperatives

As of the date of this disclosure document, we have not established any local or regional advertising cooperatives ("**Co-op**"). If we do so in the future, you must participate in any advertising Co-op for the region in which your "Fly Alliance" Business(es) are located. We will notify you in writing if you must join a regional advertising cooperative for your area and the amount of your advertising cooperative contributions. We determine the area of each advertising cooperative.

Each advertising cooperative must adopt written governing documents. A copy of the governing documents (if one has been established) will be available upon request. At all meetings of cooperative advertising regions, each participating franchisee is entitled to one vote per "Fly Alliance" Business that franchisee operates in the cooperative region and we are entitled to one vote for each Company-owned "Fly Alliance" Business in the region.

Your minimum contributions to the advertising cooperative will be determined by us. However, each cooperative may increase the contribution by affirmative vote of not less than a majority of the voting power of the cooperative region. We or our affiliate, as applicable, will contribute to the advertising cooperative for each of our Company or affiliate-owned "Fly Alliance" Businesses located in the cooperative region on the same basis as franchisees.

The advertising cooperative must prepare quarterly and annual financial statements prepared by an independent CPA and be made available to all franchisees in that advertising cooperative.

We may impose upon any Co-op Advertising Region, additional requirements, limitations and duties with respect to usage of funds with respect to Businesses and the marketing and advertising of Businesses and the associated services.

Information Systems (Franchise Agreement, § 7.3)

Before you commence operating your "Fly Alliance" Business, you must purchase the required computer and point-of-sale hardware and software, remote control software, Internet connections and service, required dedicated telephone lines and other computer-related accessories, software, peripherals and equipment (the "**Information Systems**"). The approximate initial cost to you for the Information Systems is $500 to $2,500 which includes vendor provided training); to purchase and install the Information Systems. Information software will be provided by our affiliate. Currently, there are no annual costs for any optional or required maintenance, updating, upgrading or support contracts for the Information Systems. You must purchase a computer, receipt printer(s), cash drawer(s), bar code scanner(s), monitor(s) and all other necessary peripherals required to operate Information Systems from an Approved Supplier. The Information software provided by our affiliate will have at a minimum the ability to track inventory, sales, customers, sales tax collected, repairs in progress, and employee hours. We will provide initial Information training on site and continued Information training through the Fly Alliance internet. Basic trouble shooting and tech support will also be provided by us. We reserve the right to make changes to existing Information (Point of Sale) / Information System or change Information (Point of Sale) / Information System at any time. You must also obtain payment processing services from the Approved Supplier. We reserve the right to make changes to the Approved Supplier of payment processing services at any time. You must obtain high-speed communications access for your point-of-sale system, like broadband, DSL or other high-speed capacity.

For each Mobile Unit, you must also maintain not less than one (1) laptop computer with mobile hotspot web access in each Mobile Unit, and require each technician who drives or works in a Mobile Unit to have one (1) activated and operational mobile telephone in his or her possession at all times while operating a Mobile Unit for communicating with us and receiving customer dispatches, which meets our Standards (which may be a device owned by you or by the technician provided that in either case such mobile device has an adequate data plan and all required applications and software prescribed by us and may not be listed in online or physical telephone directories). All "Fly Alliance" related access, applications and software must be deleted and/or de-activated upon termination or expiration of the Franchise Agreement, and/or upon such individual leaving your employ. Upon termination or expiration of the franchise, we will have the option to purchase, and in that event you must sell, such mobile devices which you own to us. We may suffer losses and damages if you divert or transfer any such telephone numbers, facsimile/electronic communication lines, domain names or weblinks (or permits their diversion or transfer) or use them or permit their use for, or in connection with, any business other than the Mobile Unit Business.

We may, at our option, establish an Intranet through which our franchisees may communicate with each other, and through which we may communicate with you and may disseminate the Manuals, updates to the Manuals, and other confidential information to you. We will have sole control over all aspects of the Intranet, including content and functionality.

We have the right, but not the obligation, to perform physical or remote electronic monitoring, tracking, and inspections of your Mobile Unit(s) at any time to ensure that the operation meets Standards, including that all fixtures, signs, furnishings and equipment comply with Standards. You must consent to our using GPS or other specified electronic methods and devices to track and monitor the location, movement, and operation of your Mobile Unit(s) and any laptop computer or personal mobile device used in connection with your Mobile Unit(s). You must inform all individuals that will be operating the Mobile Unit(s) of this and obtain any necessary written consents to the same.

The Mobile Unit Information Systems must at all times be connected to one or more high-speed communications media specified by us and capable of accessing the Internet via hotspots. You must transmit and receive data necessary or appropriate for the conduct of the Mobile Unit business, in the form and manner prescribed by us.

You must also maintain a functioning e-mail address for your business, on our outsourced web hosting service. Although we currently bear this cost on your behalf, we reserve the right to require you to reimburse us for our actual costs associated with this service (presently about $216) yearly per email account, but subject to change). You must apply for and maintain systems for use of debit cards, credit cards, loyalty cards and other non-cash payment methods. You must adhere to all PCI (Payment Card Industry), CISP (Cardholder Information Security Program) and SDP (Site Data Protection) compliance specifications, as amended.

You must sell, or otherwise issue, as we may designate, stored-value, loyalty cards, certificates and other non-cash payment methods (collectively "**Loyalty Cards**") that we designate and only in the manner specified in the Manuals and National Account standard operating procedures available on the "Fly Alliance" intranet. You must fully honor all Loyalty Cards that are in the form approved or required by us, regardless of whether the Loyalty Card was issued by you or another "Fly Alliance" franchisee, or purchased at any other location via the internet or via other means of distribution. You must sell, issue and redeem (without any offset) Loyalty Cards in accordance with the procedures and policies we may specify in the Manuals or otherwise in writing (the "**Loyalty Card Program**"). You may be required to (a) enter into a separate agreement with a third party provider of Loyalty Card processing services under the terms and conditions as may be required by the third party for participation in the Loyalty Card Program; (b) promote the sale of Loyalty Cards using only marketing methods and materials we approve; (c) comply in all material respects with all applicable laws, statutes and regulations in performing your obligations under the Franchise Agreement and otherwise in connection with the Loyalty Card Program; and (d) execute other agreements or documents as may be reasonably required by us in connection with the Loyalty Card Program. We may discontinue or modify the Loyalty Card Program at any time, in our sole discretion.

The required Information Systems includes one computer system with all necessary software, one receipt printer, one cash drawer, one bar code scanner, one monitor and all other necessary peripherals required to operate Information system. The Information software will have at a minimum the ability to track inventory, sales, customers, sales tax collected, repairs in progress, and employee hours. You must purchase this system from Suppliers we designate.

We will store information concerning your sales, inventory, accounting and other operations on Information Systems we deem fit and in accordance with our record retention policy.

You must provide all assistance we require to bring your point of sale system on-line with our Information Systems at the earliest possible time and to maintain this connection as we require. We may retrieve all information that we consider necessary, desirable or appropriate. There are no contractual limitations on our right to access information.

Neither we nor any of our affiliates have an obligation to provide ongoing maintenance, repairs, upgrades or updates to the Information System. There are no contractual limitations on our ability to require you to update, upgrade or replace the Information Systems, add components to the Information Systems, and upgrade, update or replace components of the Information Systems. We may require you to update, upgrade or replace the Information Systems, including hardware and/or

software, upon written notice, and these costs might not be fully amortizable over the time remaining in the term of your Franchise Agreement. We cannot estimate the cost of maintaining, updating or upgrading the Information Systems or its components because it will depend on your repair history, local costs of computer maintenance services in your area and technological advances which we cannot predict at this time.

Training (Franchise Agreement, Article 6)

Before opening your first "Fly Alliance" Business to the public, we will train up to four (4) persons at our training facilities in Ocoee, Florida; or at some other location closer to your "Fly Alliance" Business as we determine (the "**Designated Training Facility**"). The initial training program consists of approximately forty (40) hours per week of training over a three (3) to four (4)-week period. The initial training program must be completed prior to your business opening, which must occur within 9 months of signing the Franchise Agreement. The following table describes our initial training program:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The- Job Training	Location
Basic Training	2	5	HQ - Ocoee, FL/On-Site
Operations	2	5	HQ - Ocoee, FL/On-site
Manuals	2	5	HQ - Ocoee, FL/On-site
FAR's	4	0	HQ - Ocoee, FL
Aircraft Safety	2	10	HQ - Ocoee, FL/On-site
Human Factors	1	0	HQ - Ocoee, FL
Hazardous Materials	2	0	HQ- Ocoee
Computer Systems	8	8	HQ- Ocoee, FL
Maintenance Libraries	3	2	HQ - Ocoee, FL/On-site
RVSM Procedures	2	4	HQ - Ocoee, FL/On-site
91.411/91.413 Forms Completion	2	0	HQ - Ocoee, FL
Avionics Test Equipment	4	8	HQ - Ocoee, FL/On-site
Maintenance Test Equipment	4	8	HQ - Ocoee, FL/On-site
	38	55	

* Or another Designated Training Facility closer to your "Fly Alliance" Business, as we determine.

We will hold training as frequently as we determine necessary. You or your Operating Principal must attend and complete the training program to our satisfaction. In either case, your Level 3 Technician, must attend and complete the training program to our satisfaction. We do not have a formal training staff. Training is conducted by or under the supervision of various members of our staff and management personnel who have at least two (2) years' experience in the aircraft maintenance

and repair industry and at least six (6) months of experience in the operation of "Fly Alliance" Businesses or another staff member or Level 3 Technician who has had five (5) or more years of relevant experience. Specialized teaching materials will be used including manuals, checklists and exams.

Except as described below, we will provide the initial training program for up to three persons, and you must pay the Initial Training Fee of $18,000 (for your first "Fly Alliance" Business) plus the travel and living expenses for you and your staff during that training. We may charge you our then-current training fee for any additional personnel that attend the initial training program and for any additional training we provide. If you or any of your Owners already own or operate one (1) or more "Fly Alliance" Businesss, we are not obligated to provide and you are not obligated to attend the initial training program (and pay the Initial Training Fee), provided however, that we may require you or your Operating Principal to attend the initial training program for your or your Owners' second or subsequent "Fly Alliance" Business if we determine, in our sole discretion, that your existing "Fly Alliance" Business(s) do(es) not meet our standards and specifications. Furthermore, at our request, you, your Owner(s), or any other individual intended to operate a Business must complete training specific to the operation of the Business as further described below.

Immediately before and after your first "Fly Alliance" Business opens to the public, we will provide up to ten (10) days of on-site training to your Operating Principal and Level 3 Technician. We do not charge a fee for on-site training; however, if we determine that it is necessary to provide more than ten (10) days of on-site training, you must reimburse us for our costs and expenses, including wages, salaries, travel and lodging expenses that we incur as a result of extending the on-site training.

We will provide additional assistance and training to you and your staff upon your request or as we deem necessary to instruct you and your staff with regard to new procedures or programs which we deem important to the operation of your "Fly Alliance" Business. We may also provide optional additional assistance for you and your staff. The additional assistance may be held on a national or regional basis at locations that we choose. We may establish charges for the additional assistance, and in addition to any charges we establish, you must pay all transportation costs, food, lodging and other similar costs that you and your staff incur in connection with attending any additional training.

In addition to any training otherwise provided by us, we may provide, and request that you, your Operating Principal(s) and all individuals operating a Business attend and successfully complete, to our satisfaction, in-person or electronic web-based training related to our remote technology services and Business operations and related Standards. You must, at all times, have a fully and adequately trained staff to operate the Business(s).

The Initial Training Program and On-Site Training will not be provided and no Initial Training Fee will be imposed if: (i) you and/or any of your affiliates is operating one or more Businesses as of the date you sign the Franchise Agreement, if you are an Experienced Level 3 Technician, provided however, that you and your Operating Principal and Level 3 Technician must complete the Initial Training Program and/or On-Site Training (and pay the Training Fee) if you and/or any of your affiliates' existing Businesses are not in compliance with Standards or if your Operating Principal has not completed the Initial Training Program to our satisfaction, (ii) the Franchise Agreement is executed as the Successor Franchise Agreement; or (iii) Franchise Agreement is executed in connection with an assignment, including if you purchased the Business business from another

franchisee, in which case the seller must provide training to the assignee/transferee following the closing of that sale.

We will approve sites for future/additional units under an Area Development Agreement using our then-current site criteria.

ITEM 12
TERRITORY

Franchise Agreement

The location of your franchise will be specified in the Franchise Agreement. However, if you and we have not agreed upon the location of your "Fly Alliance" Business when you sign your Franchise Agreement, you must secure a location for your "Fly Alliance" Business at a site approved by us; we will assign you a provisional territory for ninety (90) days within which to find a site meeting our standards. You may not relocate the "Fly Alliance" Business or Office without our prior written approval. You may apply for the right to open additional "Fly Alliance" Businesses under separate Franchise Agreements, but we have no obligation to allow you to open additional "Fly Alliance" Businesses. The Franchise Agreement grants you no options, rights of first refusal or similar rights to acquire additional franchises.

You may only offer, sell and provide Approved Products and Services, and no others, through your Business(es) and in accordance with our Standards. Your Franchise Agreement does not allow you to (i) establish a store, kiosk or other physical location where customers can come to your place of business; or (ii) operate any mobile aircraft maintenance or repair facility other than the Business(es) operated in connection with the Franchise Agreement. If you receive solicitations or leads for the provision of Authorized Products and/or Services outside of your Authorized Airports (as specified in your Franchise Agreement) or for aircraft which are not among your Authorized Aircraft, you must either refer such solicitation or lead to: (i) the franchisee in whose airport the product or services are requested; or (ii) if the products or services are requested in an airport or geographic area that has not been granted to another franchisee; and in either case only in accordance with our then current Standards.

You will not receive an exclusive territory. You may face competition from other franchisees, from Businesses that we own, or from other channels of distribution or competitive brands that we control.

We do not pay compensation to you for soliciting or approving orders from inside your Territory.

However, during the term of your Franchise Agreement, we will not provide, and will not license or authorize others to provide, aircraft maintenance or repair services to any Authorized Aircraft situated at your Authorized Airport(s).

We reserve all rights not expressly granted in the Franchise Agreement ("**Reserved Rights**"). Our Reserved Rights include, the exclusive, unrestricted right, in our discretion, directly and indirectly and through our employees, affiliates, representatives, franchisees, licensees, assigns, agents and others:

(a) to own or operate, and to license others (which may include our affiliates) to own or operate other businesses operating under names other than "FLY ALLIANCE"

at any location, and of any type whatsoever, regardless of their proximity to your operations under the Franchise Agreement, provided however that if the products and services offered by the business are identical, or substantially similar to the aircraft repair and maintenance services offered by your Business, we may do so only after we or our Affiliates acquire, or are acquired by a third party that owns, operates or authorizes others to operate such identical or substantially similar business;

(b) to advertise and promote "FLY ALLIANCE" goods and services at any location and by any means, including the Internet;

(c) to promote, market, offer, sell and re-sell merchandise and other products via the Internet, direct mail advertising, or other distribution methods or channels of commerce, including to any customers wherever located;

(d) to provide goods and services to or for National Accounts (as defined below) at any location, and to or for National Account customers at any location; and

(e) to provide aircraft repair and maintenance goods and services at the Authorized Airports (a) on aircraft which at the time that services are sought or performed are not "Authorized Aircraft" which you are authorized and/or qualified to service, or (b) on Authorized Aircraft with respect to which you for any reason have declined a customer's request for services, have failed to immediately approve a customer's request for services, or are otherwise unable or unwilling promptly to commence and complete the required services.

National Accounts.

We reserve the exclusive right to solicit, enter into, and administer national and/or regional contracts with National Accounts. We may in our sole and absolute discretion offer you the opportunity to service the office, facility, service, or operation of the National Account for so long as you remain in good standing and in compliance with all of your obligations under the Franchise Agreement, including the Standards. You may not solicit National Accounts, regardless of where their offices, facilities, services, or operations may be situated without our prior written consent. You will have no right to negotiate any agreement with National Accounts unless we expressly request you do so in writing. You may provide services to or at an office, facility, service or operation of the National Account only if you agree to participate in the program we have established with the applicable National Account, including the execution of a National Account Participation Agreement, if we request, approval of the compensation we offer to you and the policies we establish related to the National Account, and, you may not attempt to arrange any different terms or collect any additional fees than those which we have negotiated. If you do not participate in the program for a National Account, or if you fail to comply with the terms of the Franchise Agreement, the participation agreement or other terms related to any National Account program in which you participate, or otherwise fail to meet all Standards, we may, in addition to all other remedies, refuse to permit you to service or continue to service any and all National Accounts, and allow the National Account to be serviced by us, an affiliate or other franchisees.

For your reference, we have attached our standard template form of National Accounts Participation Agreement as Exhibit K to this disclosure document, however, each National Account establishes its own requirements and so the actual terms, which are confidential, will vary depending on the particular National Account's rules and requirements. We will provide you for review, a copy of the actual National Accounts Participation Agreement for each currently available existing National Account, after you have entered into a Franchise Agreement and before you commit to participate.

We may provide a centralized billing system, dispatch service and/or other systems related to the administration or services of National Accounts, and charge an administrative fee, which shall not exceed five percent (5%) of the Gross Labor Revenue earned by you from performance of services to National Accounts. The administrative fee will be in addition to, and will be calculated before deduction of, all other fees payable with respect to National Accounts, including Royalties and Advertising Fees. Payment for services performed under any contract for a National Account will be contingent on our receiving payment from the National Account; we do not guaranty payment by the National Account. We may deduct or offset from our payments due to you any amounts that you owe us. You will be paid promptly, typically within thirty (30) days of our receipt of the payment by the National Account.

Area Development Agreement

Under the Area Development Agreement, we grant you the right to develop and operate a specified number of "Fly Alliance" Businesses at airports or other locations in a specified Development Area, subject to our approval. The Development Area may be one or more cities, counties, states or some other defined area. We will approve sites for future/additional units under an Area Development Agreement using our then-current site criteria.

You will not receive an exclusive territory. You may face competition from other franchisees, from Businesses that we own, or from other channels of distribution or competitive brands that we control.

However, during the term of the Area Development Agreement, we will not operate or grant a license or franchise to any other person to operate another "Fly Alliance" Business in your Development Area. We expressly retain all of the same Reserved Rights with respect to the Development Area as described above with respect to your Franchise Agreement Territory.

If you fail to meet any of your obligations under the Area Development Agreement, including the development obligations, or commit a material breach of any Franchise Agreement that you have signed, or a material breach of any other agreement with us, we may terminate your right to develop, open and operate "Fly Alliance" Businesses in your Development Area, but the termination of your right to develop your Development Area based solely on your failure to meet the development schedule, will not terminate any rights granted under the Franchise Agreements then in effect between you and us, absent a breach of the Franchise Agreement itself. After the expiration of the term of your Area Development Agreement, we may own, operate, or franchise or license others to operate additional "Fly Alliance" Businesses anywhere, without restriction, including in your Development Area, subject to the rights granted to you in your Territory established under any then-existing Franchise Agreement, provided that, if you determine that further development of your Development Area is desirable after the term of your agreement, you must notify us in writing, including the number of proposed "Fly Alliance" Businesses and the proposed development schedule, within one hundred eighty (180) days before the expiration of your Area Development Agreement. If we determine that your proposed additional development is unacceptable in any respect, we will negotiate with you in good faith for sixty (60) days to try to agree upon a mutually agreed upon development schedule. If we determine that your proposed additional development is agreed upon or if you reach a written agreement with us on an alternative additional development obligation, you will have the right to enter into a new Area Development Agreement and undertake additional development of your Development Area. If you do not exercise your right to enter into a new Area Development Agreement, we may own, operate, franchise or license other to operate additional "Fly Alliance"

Businesses in your Development Area subject only to the territorial rights reserved to you in your then-existing individual Franchise Agreement(s).

ITEM 13
TRADEMARKS

We license you the right to operate a Business under the name "Fly Alliance." You may also use our other designated current or future trademarks to operate your "Fly Alliance" Business. Our affiliate, Fly Alliance Charter LLC, has licensed us to offer and sell franchises, and to sublicense the right to use the following principal marks, among others, in connection with the operation of "Fly Alliance" Businesses under a written License Agreement dated as of July 1, 2024, having a 50-year term, renewable for automatic consecutive one-year terms unless either party elects not to renew. The License Agreement provides that upon termination or expiration, Fly Alliance Charter LLC will honor all then-existing Franchise Agreements then in effect for the balance of the term, including the term of any successor agreements provided for in the Franchise Agreements. By principal trademark we mean primary trademarks, service marks, names, logos, and commercial symbols used to identify your "Fly Alliance" Business. Fly Alliance Charter LLC has registered following principal trademarks on the Principal Register of the U.S. Patent and Trademark Office and all required affidavits have been filed:

MARK	REGISTRATION NUMBER	REGISTRATION DATE
FLY ALLIANCE	98478871	April 1, 2024

As of the date of this disclosure document, there are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator or court; or any pending infringement, opposition, or cancellation proceeding; or any pending material federal or state court litigation involving the trademarks. As of the date of this disclosure document, we know of no prior rights or infringing uses that could materially affect your use of the principal trademarks.

You must follow our rules when you use these principal trademarks. You cannot use a name or mark as part of a corporate name or with modifying words, designs or symbols except for those which we license to you. You may not use our registered name in connection with the sale of an unauthorized product or service or in a manner not authorized in writing by us.

We do not know of either superior prior rights or infringing uses in the state in which your "Fly Alliance" Business will be located that could materially affect your use of the principal trademarks.

You must notify us immediately when you learn about an infringement of or challenge to your use of our trademarks. We will take the action we think appropriate. We will have sole discretion to take the action we deem appropriate and will have the right to control exclusively any litigation or U.S. Patent and Trademark Office proceeding arising out of any infringement, challenge or claim relating to any principal trademark. You must sign all documents, render assistance and

do all things that our counsel deems necessary to protect our interests in any litigation or U.S. Patent and Trademark Office proceeding or otherwise to protect our interests in the principal trademarks.

If a third party challenges your proper use of our marks, we will take such action as we deem necessary and appropriate to defend you. You may participate in the defense, but at your own cost. You must notify us immediately when you learn about the infringement or challenge.

You must modify or discontinue the use of a principal trademark, at your expense, if we modify or discontinue it. You must not directly or indirectly contest our right to our trademarks, trade secrets or business techniques that are part of our business.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We do not own any right in or to any patents or copyrights that are material to the franchise system, except as described below. We do not have any pending patent or copyright applications or registrations. We do, however, claim common law copyright protection for our proprietary software web-based P.O.S and for our portal system, printed literature and our Standards and Manuals. We will allow you to use our portal system and you will have access to our Standards and Manuals for confidential use in your "Fly Alliance" Businesses. The Information Systems, Standards and Manuals are our property and you may not duplicate, copy, disclose or disseminate the contents at any time, without our express written consent. We may modify or supplement the Information Systems and Standards and Manuals upon notice or delivery to you. You must keep them current at all times, and upon the termination or non-renewal of your Franchise Agreement return the software and Manuals to us.

You may not copy, divulge or use any confidential information, which may include our Standards and the contents of our Manuals, marketing concepts, and operating methods and techniques (the "**Confidential Materials and Practices**") during or after the term of your Franchise Agreement, except in connection with the operation of your "Fly Alliance" Business under a valid Franchise Agreement. You must follow all reasonable procedures we prescribe to prevent unauthorized use and disclosure of our Confidential Materials and Practices. You must inform your staff to whom the information, or any of it, is made available of this obligation of confidence, and have them sign a written non-disclosure, and submit a copy to us for our files.

The Franchise Agreement does not require the franchisor to defend the franchisee against claims arising from use of patented or copyrighted items.

Other than as stated above, there are no infringing uses actually known to us that could materially affect your use of the copyrights, trade secrets, processes, methods, procedures, or other proprietary information described above. There are no agreements currently in effect that limit our rights to use or license the above-mentioned copyrights in any manner.

ITEM 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Franchise Agreement

Owner(s) must directly supervise the franchise business. If an Owner is not directly supervising the franchise business, you must designate an "Operating Principal" acceptable to us who has completed the training program to our satisfaction and will be principally responsible for communicating with us about business, operational and other ongoing matters concerning your "Fly Alliance" Business. The Operating Principal must have the authority and responsibility for the day-to-day operations of your "Fly Alliance" Business.

You (or your Operating Principal) must have completed the training program to our satisfaction and you must have a Level 3 Technician, as applicable, and a staff of individuals who have been trained to our satisfaction. You or your Operating Principal, as applicable, must (a) devote his or her full time and best efforts solely to the operation of your "Fly Alliance" Business; (b) meet our educational, experience, financial and other reasonable criteria for the position, as contained in the Standards and Manuals or otherwise in writing; (c) be accepted by us.

At our request, you, the Operating Principal and "Fly Alliance" Level 3 Technician, as applicable, must sign a written confidentiality agreement regarding trade secrets described in Item 14 and to conform with the covenants not to compete described in Item 17.

Each individual who directly or indirectly owns a ten percent (10%) or greater interest in the franchisee entity must sign an agreement (Exhibit D - Guaranty) assuming and agreeing to discharge all obligations of the "Franchisee" under the Franchise Agreement.

During the term of your Franchise Agreement, you must, maintain a business credit card with an available credit limits of not less than $10,000 against which you will authorize us to charge amounts due from you, which are not drawn down by us by EFT. You will be responsible for any bank and credit card company charges imposed on us on account of credit card payments, including any annual fees, and the costs of these charges will be added to the amounts you owe us.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Franchise Agreement

You must sell and offer all and only those products and services that we authorize at or from your "Fly Alliance" Business (i.e., "Approved Products and Services"). Approved products may differ among our franchisees, and may vary depending on the operating season and geographic location of your "Fly Alliance" Business or other factors. Upon receipt of written notice from us, you must sell and provide additional Approved Products and Services according to the instructions and within the time specified in the notice. You must stop selling and providing any previously approved or discontinued products and/or services upon notice from us. There is no limit on our right to change the approved products or services that you must sell. You may not stop offering any Approved Product or Service without our express written approval. At our request, you must also sell certain test products and/or offer certain test services. If you are asked to do so, you must provide us with reports and other relevant information regarding the test products and services.

You must offer and sell all Approved Products and Services in accordance with our Standards for the operation of a "Fly Alliance" Business, as modified by us over time, including those we may establish specifically for the Device Recommence Program specifically, once launched, which may include Standards regarding which mobile and other electronic devices you may accept through the program, and policies and procedures for inspecting, evaluating, grading and reselling devices.

Unless specifically directed by us in writing, you must participate in all advertising, marketing, promotions, research and public relations programs instituted by the Advertising Fund.

You may not offer, sell or provide any approved products in connection with any trademark, service mark, logo type or commercial symbol of any other person or business entity without our express written consent.

You may not use alternative distribution channels to solicit or fill orders.

We reserve the right to establish and conduct promotional campaigns on a national or regional basis, which may by way of illustration and not limitation promote particular products or marketing themes. You and each Co-op Advertising Region, if any, must participate in such promotional campaigns upon such terms and conditions as we may establish. Your participation may include the purchase point of sale advertising material, posters, flyers, product displays and other promotional material (unless provided at no charge through the Advertising Fund).

ITEM 17
RENEWAL, TERMINATIONS, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

FRANCHISE AGREEMENT

Provision	Section in each Franchise Agreement	Summary
a. Length of the Franchise Term	§ 3.1	Approximately ten (10) years.
b. Renewal or extension of the term	§ 3.2	If you are in good standing, you may enter into a Successor Franchise Agreement, with a ten (10) year term. You may be asked to sign a contract with materially different terms and conditions that your original contract. You have no further right to enter into additional successor Franchise Agreements, but may apply for the right to operate a "Fly Alliance" Business(es) under a new Franchise Agreement. In order to be eligible to renew any of your rights under the Franchise Agreement, you must, at your expense, repaint, re-decal, and re-equip, your Mobile Unit(s), and if a Mobile Unit's odometer reflects

Provision	Section in each Franchise Agreement	Summary
		greater than one hundred fifty thousand (150,000) miles, replace the Mobile Unit and otherwise comply with our then-current Standards for new Mobile Units.
c. Requirements for franchisee to renew or extend	§§ 3.2 - 3.4	We use the term "renewal" to refer to extending our franchise relationship at the end of your initial term (and any other renewal or extension of the initial term) and you must, at our option, sign a new Franchise Agreement that may have materially different terms and conditions than your original contract. You must have complied with your obligations during the term of your Franchise Agreement, must undertake remodeling (and replace vehicles if mileage exceeds one hundred fifty thousand (150,000) miles) to comply with our then-currents standards, must not have committed 3 or more material defaults of your Franchise Agreement during any thirty-six (36) month period, must comply with our then-current training requirements, must sign a general release and successor Franchise Agreement, which may differ from the current form of Franchise Agreement, must pay a renewal fee in the amount of ten percent (10%) of the then-current Initial Franchise Fee, and execute and return a sublease or amendment to sublease, if applicable.
d. Termination by franchisee	§ 14.8	You may terminate if we materially default, and if we do not cure the default within sixty (60) days after our receipt or written notice from you detailing the alleged default.
e. Termination by Franchisor without cause	None	Not Applicable.

Provision	Section in each Franchise Agreement	Summary
f. Termination by Franchisor with cause	§§ 14.1 – 14.7	We can terminate only if you default under your Franchise Agreement. Except for a default or termination of any Area Development Agreement consisting solely of your failure to meet the development schedule thereunder, any default by you under the terms and conditions of any other agreement between us (or our Affiliate), and you (or any Affiliate of yours), or any default by you (or any Affiliate of yours) of its obligations to any Co-Op Advertising Region of which you are a member, shall be deemed to be a default of each and every said agreement. Accordingly, in the event of termination, for any cause, of any other agreement between us, we may, at our option, terminate any or all said agreements, including the Franchise Agreement.
g. "Cause" defined – curable defaults	§ 14.4	You have five (5) days to cure non-payment of fees and ten (10) days to cure defaults not listed in Section 14.3 of your Franchise Agreement.
h. "Cause" defined – non-curable defaults	§14.2 – 14.3	Non curable defaults: (i) bankruptcy or insolvency; (ii) unsatisfied judgment; (iii) seizure, take-over or foreclosed upon (iv) a levy of execution of attachment up on Franchise Agreement or upon any property used in the "Fly Alliance" Business; (v) unreleased mechanics lien or if any person commences any action to foreclose; (vi) if you allow or permit any judgment to be entered against us or any of our affiliates, arising out of or relating to the operation of the "Fly Alliance" Business; (vii) a condemnation or transfer in lieu of condemnation has occurred; (viii) imminent danger to the public health / health and safety violations; (ix) conviction, pleads guilty or nolo contendere to a felony or any other crime or offense; (x) failure to comply with your confidentiality or non-competition provisions of your Franchise Agreement; (xi) abandonment; (xii) Assignment without our consent; (xiii) repeated defaults, even if cured; (xiv) violation of law which is not cured within ten (10) days; (xv) sale of unauthorized products; (xvi) knowingly maintaining false books, underreporting or under recording of Gross Labor Revenue, certain underreporting or under-recording; (xvii) trademark and confidential information misuse; (xviii) misrepresentations in connection with the acquisition of the Franchise

Provision	Section in each Franchise Agreement	Summary
		Agreement; (xix) failing to complete training; and (xx) failing to meet the Financial Covenants. If you decline or fail for any reason to add the required number of fully equipped and operational Mobile Units to your fleet, we may terminate the Franchise Agreement. Except for a default or termination of any Area Development Agreement consisting solely of your failure to meet the development schedule thereunder, any default by you under the terms and conditions of any other agreement between us (or our Affiliate), and you (or any Affiliate of yours), or any default by you (or any Affiliate of yours) of its obligations to any Co-Op Advertising Region of which you are a member, shall be deemed to be a default of each and every said agreement. Accordingly, in the event of termination, for any cause, of any other agreement between us, we may, at our option, terminate any or all said agreements, including the Franchise Agreement.
i. Franchisee's obligations on termination/non-renewal	Article 15	You must stop using our Marks; pay all amounts due to us; return all training and promotional material to us; makes cosmetic changes to your "Fly Alliance" Mobile Unit so that it no longer resembles our proprietary design; at our election, sell the equipment and furnishings that we designate to us, assign to us or our designee (or, at our election, terminate) all voice and data telephone numbers used in connection with your "Fly Alliance" Mobile Unit; authorize and instruct the telephone company and all listing agencies of the termination of your right to use any telephone number or listing associated with your "Fly Alliance" business and authorize and instruct the telephone companies and listing agencies to transfer and assign the telephone numbers and directory listing to us, sign and deliver to us all documents that must be filed with any governmental agency indicating that you are no longer licensed to use our Marks. See also "r" below.
j. Assignment of contract by Franchisor	§ 13.1	No restriction on our right to assign.
k. "Transfer" by franchisee – defined	§ 13.2.1	Includes transfer of control of your business, transfer of the agreement or change in ownership of the franchisee entity.

Provision	Section in each Franchise Agreement	Summary
l. Franchisor approval of transfer	§§ 13.2	Transfers require our prior express written consent
m. Conditions for franchisor approval of transfer	§ 13.2 - 13.4	New franchisee: must qualify, assume the Franchise Agreement or sign a new Franchise Agreement, complete training and pay our training fee, repair and refurbish the "Fly Alliance" Mobile Unit, and transfer all Mobile Units to your assignee. You must provide us with an estoppel agreement and a list of all persons having an interest in the Franchise Agreement or in the Franchisee, pay all amounts then-due to us, sign a general release, provide us with all documents relating to the transfer, disclose to us all material information that we request regarding the transferee, the purchase price, and the terms of the transfer, must not be in default of the Franchise Agreement, and pay a transfer fee. (See also "r" below). If the Franchise Agreement was signed under an Area Development Agreement, all Franchise Agreements and all Mobile Units must be assigned to the same assignee, who must repair and refurbish the Mobile Unit(s) to match our then-current Standards, trade dress, color scheme and presentation, must be assigned to the same assignee. With our written consent, you may transfer a Franchise Agreement to an entity of which you directly own one hundred percent (100%) interest for convenience of ownership. All holders of a ten percent (10%) or greater interest in the new franchisee entity must sign a guaranty. You must reimburse us for all costs and expenses that we incur in connection with the transfer, including attorneys' fees. Before shares of a franchisee entity may be offered by private offering, you must provide us with copies of all offering materials; indemnify us, our affiliates, officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each in connection with the offering; and pay us a non-refundable fee of $5,000 or a greater amount if necessary to reimburse us for our costs and expenses associated with reviewing the proposed offering.

Provision	Section in each Franchise Agreement	Summary
n. Franchisor's right of first refusal to acquire franchisee's business	§ 13.2.3	We can match any offer for your business.
o. Franchisor's option to purchase franchisee's business	Article 18	Upon termination or expiration of your Franchise Agreement, we may purchase the equipment and furnishings as we designate that are associated with your "Fly Alliance" Business, using a five (5)-year straight line amortization period. We have the right to purchase all of the assets of your business, including all fixtures, equipment, inventory and contract rights, free and clear of all liens and encumbrances at any time after the first to occur of: (a) 24 months after the opening date of your "Fly Alliance" Business; (b) 24 months after the opening date of the first "Fly Alliance" Business you open under an Area Development Agreement (if applicable); or (c) if applicable, the day that your Area Development Agreement is terminated, if it is terminated because of your failure to meet your development obligation. The purchase price will be either (i) two (2) times your "Fly Alliance" Mobile Unit-Level EBITDA (for Businesses open fewer than 12 months, we only reimburse out-of-pocket costs to build out and equip); or (ii) the fair market value of the assets. You may choose the methodology used to determine the purchase prices, but if you do not make a timely selection of the methodology, the methodology used will be determined by us. We expect the asset purchase agreement to contain customary representations and warranties.
p. Death or disability of franchisee	§ 14.3.2	Your heirs have nine (9) months after your death or legal incapacity to enter into a new Franchise Agreement, if the heirs meet our standards and qualifications. If your heirs do not meet our standards and qualifications, the heirs may sell to a person approved by us. See "m" above.

Provision	Section in each Franchise Agreement	Summary
q. Non-competition covenants during the term of the franchise	§12.1	Cannot engage in "Competitive Activities" which means to, own, operate, lend to, advise, be employed by, or have any financial interest in any business, other than a "Fly Alliance" Business operated under a validly subsisting Franchise Agreement with us, that specializes in aircraft maintenance and repair services. "Competitive Activities" do not include: direct or indirect ownership, solely as an investment, of securities of any entity which is traded on any national securities exchange if the owner of the securities (i) is not a controlling person of, or a member of a group which controls, the entity; and (ii) does not, directly or indirectly own five percent (5%) or more of any class of securities of the entity.
r. Non-competition covenants after the franchise is terminated or expires	§ 12.1	Except with our express written consent, no involvement in any Competitive Activities, as defined above, for twenty four (24) months or within an area within one hundred (100) miles from both each Authorized Airport and the Office.
s. Modification of the agreement	§ 20.8	The Franchise Agreement may be modified only by written agreement between the parties.
t. Integration/Merger clause	§20.8	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the disclosure document and Franchise Agreement other related written agreements may not be enforceable
u. Dispute resolution by arbitration or mediation	Article 19	Subject to applicable local state law to the contrary, all disputes, other than disputes relating to preliminary injunction relief, must first be submitted to a process of negotiation and non-binding mediation. If mediation is not successful, all disputes except for those related to preliminary injunction relief must be arbitrated in Florida.
v. Choice of forum	§20.14	Subject to applicable local state law to the contrary, Arbitration following unsuccessful negotiation and mediation must be in Florida.
w. Choice of law	§20.7	Subject to applicable local state law to the contrary, Florida law applies, except for the provisions respecting non-competition, which are governed by local law.

AREA DEVELOPMENT AGREEMENT

Provision	Section in Area Development Agreement	Summary
a. Length of the Franchise Term	§ 4.1	Typically three (3) years or until you sign a Franchise Agreement for your last "Fly Alliance" Business necessary to satisfy your Development Obligation, whichever is earlier.
b. Renewal or extension of the term	§§ 2.4 and 4.2	You do not have the right to renew your Area Development Agreement. However, if we determine that further development of your Development Area is desirable, if you are in good standing and you are not in default under your Area Development Agreement, we will offer you the opportunity to develop additional "Fly Alliance" Businesses. Unless we consent, you may not open more than the total number of "Fly Alliance" Businesses comprising your Development Obligation.
c. Requirements for franchisee to renew or extend	§§ 4.3 -4.4	We use the term "renewal" to refer to extending our franchise relationship at the end of your initial term (and any other renewal or extension of the initial term) and you must, at our option, sign a new Area Development Agreement that may have materially different terms and conditions than your original contract. You must sign a new Area Development Agreement on our then current form, which will contain your additional development obligation. You and your affiliates who have a currently existing Franchise Agreement or Area Development Agreement with us must sign a general release.
d. Termination by franchisee	None	Not Applicable
e. Termination by Franchisor without cause	None	Not Applicable
f. Termination by Franchisor with cause	§ 9.1	We can terminate if you or any of your affiliates materially default under the Area Development Agreement, an individual Franchise Agreement, or any other agreement with us or any of our affiliates.

Provision	Section in Area Development Agreement	Summary
g. "Cause" defined – curable defaults	§ 9.1	You have five (5) days to cure non-payment of fees and ten (10) days to cure any other default, provided that in the case of a breach or default in the performance of your obligations under any Franchise Agreement or other agreement, the notice and cure provisions of the agreement will control. Any default by you under the terms and conditions of the franchise agreement, or any other agreement between us (or our Affiliate), and you (or any Affiliate of yours), or any default by you (or any Affiliate of yours) of its obligations to any Co-Op Advertising Region of which you are a member, shall be deemed to be a default of each and every said agreement. In the event of termination, for any cause, of the franchise agreement or any other agreement between the parties hereto, we may, at its option, terminate any or all said agreements, including the Area Development Agreement.
h. "Cause" defined – non-curable defaults	§ 9.1	Non curable defaults include: unapproved transfers; failure to meet development obligations, any breach of unfair competition provisions, and failure to meet Financial Covenants. Any default by you under the terms and conditions of the franchise agreement, or any other agreement between us (or our Affiliate), and you (or any Affiliate of yours), or any default by you (or any Affiliate of yours) of its obligations to any Co-Op Advertising Region of which you are a member, shall be deemed to be a default of each and every said agreement. In the event of termination, for any cause, of the franchise agreement or any other agreement between the parties hereto, we may, at its option, terminate any or all said agreements, including the Area Development Agreement.
i. Franchisee's obligations on termination/non-renewal	§ 4.5	You will have no further right to develop or operate additional "Fly Alliance" Businesses which are not, at the time of termination, the subject of a then existing Franchise Agreement between you and us. You may continue to own and operate all "Fly Alliance" Businesses under any then existing Franchise Agreements.

Provision	Section in Area Development Agreement	Summary
j. Assignment of contract by Franchisor	§ 7.1	No restriction on our right to assign.
k. "Transfer" by franchisee – defined	§ 7.3	Includes transfer of control of your business, transfer of the agreement or change in ownership of a franchisee entity.
l. Franchisor approval of transfer	§ 7.3	Transfers require our express written consent, which we may grant or withhold for any reason at all in our sole judgment.
m. Conditions for franchisor approval of transfer	§§ 7.2 and 7.3	Except as describe below, you may not transfer your Area Development Agreement or any Franchise Agreement signed under the Area Development Agreement except with our written consent and a simultaneous assignment of the Area Development Agreement and all Franchise Agreements signed under the Area Development Agreement to the same assignee. With our written consent, you may transfer a Franchise Agreement to an entity of which you directly own one hundred percent (100%) interest for convenience of ownership. All holders of a ten percent (10%) or greater interest in the new franchisee entity must sign a guaranty. You must reimburse us for all costs and expenses that we incur in connection with the transfer, including attorneys' fees. At our election, the assignee must sign our then current form of Franchise Agreement for each "Fly Alliance" Business then developed or under development. Before shares of a franchisee entity may be offered by private offering, you must provide us with copies of all offering materials; indemnify us, our affiliates, officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each in connection with the offering; and pay us a non-refundable $5,000 fee to reimburse us for our costs and expenses associated with reviewing the proposed offering.
n. Franchisor's right of first refusal to acquire franchisee's business	§ 7.3	We can match any offer for your business.

Provision	Section in Area Development Agreement	Summary
o. Franchisor's option to purchase franchisee's business	§ 12.4	We have the right to purchase all assets of your business, including all fixtures, equipment, inventory and contract rights, free and clear of all liens and encumbrances at any time after the earlier of: (a) 24 months after the opening date of the first "Fly Alliance" Business you open under the Area Development Agreement; or (b) the day that your Area Development Agreement is terminated, if terminated due to your failure to meet your development obligation. The purchase price will, at your option, be either (i) (a) 2 times your "Fly Alliance" Unit-Level EBITDA for the previous 12 months for "Fly Alliance" Businesses that have been open and operating for more than 12 months, plus (b) the uncredited portion of your Development Fee and the initial franchise fee and certain costs for "Fly Alliance" Businesses that have not opened or have not been open and operating for 12 months; or (ii) the fair market value of the assets. If you do not make a timely selection of the methodology, then the methodology used will be determined by us. We expect the asset purchase agreement to contain customary representations and warranties.
p. Death or disability of franchisee	§§ 7.3 and 9.1	We allow your heirs a reasonable time, up to nine (9) months, after your death or legal incapacity to assign the Area Development Agreement to a person acceptable to us, in our sole discretion. See also "m" above.
q. Non-competition covenants during the term of the franchise	§ 8.1	Unless we otherwise consent, you can not engage in "Competitive Activities" which means to, own, operate, lend to, advise, be employed by, or have any financial interest in any business, other than a "Fly Alliance" Business operated under a validly subsisting Franchise Agreement with us, that specializes in aircraft maintenance and repair services. "Competitive Activities" do not include: direct or indirect ownership, solely as an investment, of securities of any entity which is traded on any national securities exchange if the owner of the securities (i) is not a controlling person of, or a member of a group which controls, the entity; and (ii) does not, directly or indirectly own five percent (5%) or more of any class of securities of the entity.

Provision	Section in Area Development Agreement	Summary
r. Non-competition covenants after the franchise is terminated or expires	§ 8.2	Except with our express written consent, no involvement in any Competitive Activities, as defined above, for twenty-four (24) months within the Development Area.
s. Modification of the agreement	§ 10.9	The agreement may be modified only by written agreement between the parties.
t. Integration/Merger clause	§ 10.9	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the disclosure document and Franchise Agreement other related written agreements may not be enforceable
u. Dispute resolution by arbitration or mediation	§ 10.17	Subject to applicable local state law to the contrary, all disputes, other than disputes relating to preliminary injunction relief, must first be submitted to a process of negotiation and non-binding mediation. If mediation is not successful, all disputes except for those related to preliminary injunction relief must be arbitrated in Florida.
v. Choice of forum	§§ 10.15 and 10.17	Subject to applicable local state law to the contrary, Arbitration following unsuccessful negotiation and mediation must be in Florida.
w. Choice of law	§ 10.8	Subject to applicable local state law to the contrary, Florida law applies, except for the provisions respecting Non-Competition, which are governed by the law of the state in which you will operate.

ITEM 18
PUBLIC FIGURES

We do not use any public figures to promote this franchise.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in this disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Kevin Wargo at 637 Palm Drive, Suite 101, Ocoee Florida 34761, 866-224-5387, the Federal Trade Commission; and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet* Summary
For Years 2022 through 2024

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Company- and Affiliate-Owned	2022	3	5	+2
	2023	5	7	+2
	2024	7	8	+1
Total Outlets	2022	3	5	+2
	2023	5	7	+2
	2024	7	8	+1

Table No. 2
Transfers of Outlets from Franchisee to New Owners (other than the Franchisor)
For Years 2022 through 2024

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Total	2022	0
	2023	0
	2024	0

Table No. 3
Status of Franchised Outlets
For Years 2022 through 2024*

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termin-ations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Opera-tions – Other Reasons	Col. 9 Outlets at End of the Year
Total	2022	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2023	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2024	**0**	**0**	**0**	**0**	**0**	**0**	**0**

*If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.

Table No. 4
Status of Company- and Affiliate-Owned Outlets
For Years 2022 through 2024**

Col. 1 State	Col. 2 Year	Col. 3 Businesses at Start of Year	Col. 4 Businesses Opened	Col. 5 Businesses Reacquired from Franchisee	Col. 6 Businesses Closed	Col. 7 Businesses Sold to Franchisee	Col. 8 Businesses at End of the Year
Florida	2022	3	2	0	0	0	5
	2023	5	2	0	0	0	7
	2024	7	0	0	0	0	7
New Jersey	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1
Total	2022	3	2	0	0	0	5
	2023	5	2	0	0	0	7
	2024	7	1	0	0	0	8

**If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.

Table No. 5
"Fly Alliance" Mobile Unit - Projected Openings During 2025

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchise Outlets	Column 4 Projected New Company or Affiliate-Owned Outlets
Total	0	0	0

The term "Outlet" as used in this Item 20 refers to a single airport (or other comparable facility), regardless of the number of franchise agreements or Mobile Unit(s) involved in the operation of those airports/facilities.

Attached as part of Exhibit F to this disclosure document is a list of franchisees who had an outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement as of December 31, 2024 (we have not completed our first fiscal year as of the date of issuance of this disclosure document) or who have not communicated with us within ten (10) weeks of the date of issuance of this disclosure document.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In some instances during the last three (3) years, current and former franchisees may sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

No trademark specific franchisee association has been sponsored by us, or has requested to be included in this franchise disclosure document.

ITEM 21
FINANCIAL STATEMENTS

Our audited financial statements as of December 31, 2024 are attached as Exhibit G. Our fiscal year ends on December 31.

The franchisor has not been in business for three years or more and cannot include all the financial statements required by the Rule for its last three fiscal years.

ITEM 22
CONTRACTS

Attached are the current forms of the following franchise-related agreements:

Attached as Exhibit A is our form of Franchise Agreement

Attached as Exhibit B is our form of Area Development Agreement

Attached as Exhibit C is our form of General Release

Attached as Exhibit D is our form of Guaranty

Attached as Exhibit E is our form of Promissory Note

Attached as Exhibit J is our form of State Addenda

Attached as Exhibit K is our form of Template National Account Participation Agreement

ITEM 23
RECEIPTS

You will find copies of a detachable receipt in Exhibit L at the end of this disclosure document.

Exhibit A

Franchise Agreement

“FLY ALLIANCE”

FRANCHISE AGREEMENT

By and Between

Fly Alliance Maintenance Partners, LLC

And

_____

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"FLY ALLIANCE"

FRANCHISE AGREEMENT

THIS **FRANCHISE AGREEMENT** ("**Agreement**") is made this _____ day of _____, 20__ (the "**Effective Date**") by and between **Fly Alliance Maintenance Partners, LLC,** a Delaware limited liability company ("**Company**"), and _____, a _____ ("**Franchisee**"), with reference to the following facts:

A. Company and/or an Affiliate of Company owns certain proprietary and other property rights and interests in and to the Marks, including, without limitation, the "FLY ALLIANCE" name and service mark.

B. Company has developed a comprehensive System (defined below) for the operation of mobile aircraft maintenance and repair businesses under the Marks and in accordance with the Standards and the terms set forth in this Agreement that principally offer and sell maintenance and repair services relating to aircraft, as well as other related services and ancillary products, from specially equipped vehicles ("**Mobile Units**") operating on a mobile basis, under the Marks and in accordance with the System and the Standards.

C. Franchisee desires to obtain the license and franchise to operate one or more "FLY ALLIANCE" Mobile Units at the Authorized Airport(s) (the "**Licensed Business(es)**") on a non-exclusive basis, under the Marks and in strict accordance with the System and the Standards; and Company is willing to grant Franchisee such license and franchise under the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1.
BUSINESS TERMS

1.1 Certain Fundamental Business Terms and Applicable Information. In this Agreement, in addition to those terms defined in Appendix 1 and elsewhere in this Agreement, the following capitalized terms shall have the meanings set forth below, unless the context otherwise requires:

"**Authorized Airport(s)"** means: _____

"**Initial Franchise Fee**" means $100,000.00 (See Section 4.1).

"**Initial Training Fee**" means: $ _____ (See Section 4.1).

"**Initial Term**" begins on the Effective Date and continues until the Expiration Date, unless extended or sooner terminated in accordance with the terms of this Agreement.

"**Expiration Date**" means (check applicable box): □ the day immediately preceding the 10th anniversary of the Effective Date; or □ _____, 20___. (See Section 3.1)

"**Franchisee Notice Address**" is: _____

_____

Attn: _____

"**Number of Mobile Units in Fleet**" as of the Effective Date: _____

"**Office**" Address (See Section 5.2): is (check one):

[__] same as Franchisee Notice Address

[__]

"**Operating Principal**" means _____, or such other individual hereafter designated by Franchisee pursuant to the terms of this Agreement, and accepted in writing by Company (and until subsequently disapproved by Company), to serve as the authorized representative of Franchisee and who meets the requirements of this Agreement.

ARTICLE 2.
GRANT

2.1 Grant.

2.1.1 Company hereby awards Franchisee, and Franchisee hereby accepts, the right, license and obligation, during the Term, to use and display the Marks and to use the System, to offer, sell and provide certain Approved Products and Services in accordance with the Standards, via the Licensed Business(es), at the Authorized Airports or the facilities of National Account customers assigned to Franchisee.

2.1.2 Franchisee may only offer, sell and provide Approved Products and Services, and no others, through Licensed Business(es) pursuant to this Agreement (or another franchise agreement with Company) and in accordance with the Standards. Franchisee shall not, and shall not cause any third parties to, without Company's prior written consent which may be withheld in its sole and absolute discretion, (i) establish a store, kiosk or other physical location where customers can come to Franchisee's place of business; or (ii) operate any mobile aircraft maintenance or repair facility other than the Licensed Business(es) pursuant to the terms of this Agreement. If Franchisee receives solicitations or leads for the provision of Authorized Products and/or Services outside of Franchisee's Authorized Airports or for aircraft which are not among Franchisee's Authorized Aircraft, Franchisee shall either (i) refer such solicitation or lead to the franchisee in whose airport the product or services are requested; or (ii) to Company if the products or services are requested in an airport or geographic area that has not been granted to another franchisee; and in either case only in accordance with Company's then current Standards.

2.2 No Sublicensing Rights. Franchisee shall not sublicense, sublease, subcontract or enter any management agreement providing for, the right to operate any Licensed Business(es) or to use the System granted pursuant to this Agreement.

2.3 No Exclusive Territorial Rights.

2.3.1 Company shall not provide, and shall not license or authorize others to provide, aircraft maintenance or repair services to any Authorized Aircraft situated at the Authorized Airport(s) during the Term, expressly subject to the exceptions set forth in Sections 2.3.2 and 2.4. Franchisee acknowledges and agrees that Franchisee has no exclusive rights to any customer(s), and that Company, its Affiliates and other franchisees may provide aircraft repair and/or maintenance services and related goods and services at any airport or other location outside the Authorized Airport(s), including to customers previously serviced by Franchisee.

2.3.2 Except to the extent expressly provided in Section 2.3.1, the license granted to Franchisee under this Agreement is non-exclusive and Company expressly reserves all other rights including, the exclusive,

unrestricted right, in its sole and absolute discretion, directly and indirectly, itself and through its employees, Affiliates, representatives, franchisees, licensees, assigns, agents and others:

(a) To own or operate, and to license others (which may include Company's Affiliates) to own or operate other businesses operating under names other than "FLY ALLIANCE" at any location, and of any type whatsoever, regardless of their proximity to Franchisee's operations pursuant to this Agreement, provided however that if the products and services offered by the business are identical, or substantially similar to the aircraft repair and maintenance services offered by the Licensed Business, Company may do so only after it or its Affiliates acquire, or are acquired by a third party that owns, operates or authorizes others to operate such identical or substantially similar business;

(a) To advertise and promote "FLY ALLIANCE" goods and services at any location and by any means, including the Internet;

(b) To promote, market, offer, sell and re-sell merchandise and other products via the Internet, direct mail advertising, or other distribution methods or channels of commerce, including to any customers wherever located;

(c) To provide goods and services to or for National Accounts at any location, and to or for National Account customers at any location; and

(d) To provide aircraft repair and maintenance goods and services at the Authorized Airports (i) on aircraft which at the time that services are sought or performed are not "Authorized Aircraft" which Franchisee is authorized and/or qualified to service, or (ii) on Authorized Aircraft with respect to which Franchisee for any reason has declined a customer's request for services, has failed to immediately accept a customer's request for services, or is otherwise unable or unwilling promptly to commence and complete the required services.

2.4 National Accounts. Without limiting Section 2.3.3, Company may establish Standards governing the marketing, solicitation, sale and provision of services to National Accounts. Company reserves the exclusive right to solicit, enter into, and administer national and/or regional contracts with National Accounts. Franchisee may not solicit National Accounts, regardless of where their offices, facilities, services, or operations may be situated without Company's prior written consent. Franchisee will have no right to negotiate a national or regional agreement with National Accounts unless Company expressly requests Franchisee do so in writing. Company may in its sole and absolute discretion offer Franchisee the opportunity to service the office, facility, service, or operation of the National Account for so long as Franchisee remains in good standing and in compliance with all of its obligations under this Agreement, including the Standards. Franchisee may provide services to or at an office, facility, service or operation of the National Account only if Franchisee agrees to participate in the program Company has established with the applicable National Account, including the execution of a National Account Participation Agreement, if Company requests, acceptance of the compensation Company offers to Franchisee and the policies Company establishes related to such National Account. Franchisee may not attempt to arrange any different terms or collect any additional fees than those which Company has negotiated for such National Accounts. Franchisee must comply with all terms of the National Account Participation Agreement with respect to any National Account in which it participates. If Franchisee does not participate in the program for a National Account, or if Franchisee fails to comply with the terms of this Agreement, the National Account Participation Agreement or other terms related to any National Account program in which it participates, or otherwise fails to meet any of the Standards including with respect to any National Account in which it participates, Company may in addition to all other available remedies, refuse to permit Franchisee to service or continue to service any or all National Account(s) and may allow such National Account(s) to be serviced by Company, Company Affiliates or other franchisees, without compensation to Franchisee. Company may provide a centralized billing system and/or other systems related to the administration or servicing of National Accounts, and Company may charge Franchisee an administrative fee, which shall not exceed five percent (5%) of the Gross Labor Revenue earned by Franchisee resulting from performance of services to National Accounts. The administrative fee will be in addition to, and will be calculated before deduction of, all other fees payable by Franchisee under this Agreement with respect to National Accounts, including Continuing Royalties, Technology and Customer Support

Fees, and Advertising Fees. Payment for services performed under any contract for a National Account will be contingent on Company receiving payment from the National Account; Company does not guaranty payment by the National Account. Company may deduct or offset from Company's payments due to Franchisee any amounts that Franchisee owes to Company.

ARTICLE 3.
TERM AND RIGHT TO ENTER INTO SUCCESSOR FRANCHISE AGREEMENT

3.1 Initial Term. The term of this Agreement ("**Term**") shall commence on the Effective Date and shall expire on the Expiration Date, unless sooner terminated or extended pursuant hereto.

3.2 Right to Enter into Successor Franchise Agreements.

3.2.1 Subject to the conditions contained in Section 3.4 and Franchisee's compliance with Section 3.3 of this Agreement, at the Expiration Date, Franchisee shall have the right (the "**Successor Franchise Right**") to enter into a new franchise agreement in the form then generally being offered to prospective "FLY ALLIANCE" Business franchisees (the "**Successor Franchise Agreement**") for a ten (10) year period (the "**Successor Term**"). Franchisee acknowledges that the contractual terms and conditions applicable during the Successor Term shall be as then generally applicable to new franchisees granted at the time and may differ from those contained in this Agreement (including without limitation, the Continuing Royalty, Technology and Customer Support Fee, Advertising Fees and all other fees and charges in this Agreement shall be updated to the then-current fees as of the beginning of the Successor Franchise Agreement).

3.2.2 The term of the Successor Franchise Agreement shall commence upon the Expiration Date; *provided, however*, that notwithstanding the terms of Company's then-current form of Franchise Agreement:

(a) the Successor Franchise Agreement shall provide that Franchisee must pay, in lieu of an initial franchise fee, a renewal fee in the amount of ten percent (10%) of Company's then-current initial franchise fee for a stand-alone Business franchised business, prior to the beginning of the Successor Term; and

(b) unless otherwise mutually agreed in writing, the Successor Franchise Agreement shall be revised so as not to provide any additional renewal or successor franchise rights.

3.3 Form and Manner of Exercising Successor Franchise Right. The Successor Franchise Right shall be exercised, if at all, strictly in the following manner:

3.3.1 Between nine (9) months and twelve (12) months before the Expiration Date, Franchisee shall notify Company in writing ("**Notice of Election**") that it intends to exercise its Successor Franchise Right and no sooner than immediately after the expiration of any waiting period(s) required by Applicable Law and no more than thirty (30) days after Franchisee receives Company's Franchise Disclosure Document, if applicable, and execution copies of the relevant Successor Franchise Agreement, Franchisee shall execute the copies of said Successor Franchise Agreement and return them to Company.

3.3.2 If Franchisee shall have exercised its Successor Franchise Right in accordance with Section 3.3.1 of this Agreement and satisfied all of the conditions contained in Section 3.4 of this Agreement, Company shall execute the Successor Franchise Agreement, which had previously been executed by Franchisee and at or prior to the Expiration Date and deliver one fully executed copy thereof to Franchisee.

3.3.3 If Franchisee fails to perform any of the acts, or deliver any of the notices required pursuant to the provisions of Sections 3.3 or 3.4 of this Agreement, in a timely fashion, such failure shall be deemed an election by Franchisee not to exercise its Successor Franchise Right and shall automatically cause Franchisee's said Successor Franchise Right to lapse and expire.

3.4 Conditions Precedent to Entering into the Successor Franchise Agreement. Franchisee's Successor Franchise Right is conditioned upon Franchisee's fulfillment of each and all of the following conditions precedent:

3.4.1 At the time Franchisee delivers its Notice of Election to Company and at all times thereafter until the commencement of the Successor Term, Franchisee shall have fully performed all of its obligations under this Agreement, the Manuals, the Standards and all other agreements then in effect between Franchisee and Company (or its Affiliates).

3.4.2 At Company's request, Franchisee shall, prior to the date of commencement of the Successor Term, at Franchisee's sole expense, repaint, re-decal, and re-equip the Mobile Units operated by the Licensed Business(es), and if any Mobile Unit's odometer reflects greater than one hundred fifty thousand (150,000) miles, replace the Mobile Unit, to comply with the Standards for new Mobile Units.

3.4.3 Without limiting the generality of Section 3.4.1 of this Agreement, Franchisee shall not have committed and cured three (3) or more material defaults of Articles 4, 7, 9, 10, 11 or 12 of this Agreement during any thirty-six (36) month period during the Term for which Company shall have delivered notices of default, whether or not such defaults were cured.

3.4.4 Franchisee, and any individual operating the Licensed Business(es) shall comply with Company's then-current qualification, training and certification requirements at Franchisee's expense.

3.4.5 Concurrently with the execution of the Successor Franchise Agreement, Franchisee shall, and shall cause each of its Owners to, execute and deliver to Company a general release, on a form prescribed by Company of any and all known and unknown claims against Company and its Affiliates and their officers, directors, agents, shareholders and employees, subcontractors and other representatives. The release may cover future consequences of acts, omissions events and circumstances predating the date of the release, but will not release, in advance, future acts, omissions or events which have not occurred at the time the release is executed.

3.4.6 The Successor Franchise Agreement shall include terms substantially similar to the above Sections 3.4.1 through 3.4.5 regarding the conditions precedent to Franchisee entering into the Successor Franchise Agreement.

3.5 Notice Required by Law. If Applicable Law requires that Company give notice to Franchisee prior to the expiration of the Term, this Agreement shall remain in effect on a week to week basis until Company has given the notice required by such Applicable Law. If Company is not offering new franchises, is in the process of revising, amending or renewing its form of franchise agreement or disclosure document, or is not lawfully able to offer Franchisee its then-current form of franchise agreement, at the time Franchisee delivers its Notice of Election, Company may, in its sole and absolute discretion, (i) offer to renew this Agreement upon the same terms set forth herein for the Successor Term determined in accordance with Section 3.2 of this Agreement hereof, or (ii) offer to extend the Term hereof on a week to week basis following the expiration of the Term hereof for as long as it deems necessary or appropriate so that it may lawfully offer its then-current form of franchise agreement.

ARTICLE 4.
PAYMENTS

4.1 Initial Fees.

4.1.1 Upon execution hereof, Franchisee shall pay to Company the Initial Franchise Fee. The Initial Franchise Fee is non-refundable, in whole or in part, under any circumstances.

4.1.2 Upon execution hereof, Franchisee shall pay to Company the Initial Training Fee. The Initial Training Fee is non-refundable, in whole or in part, under any circumstances.

4.2 Continuing Royalty. Each Accounting Period, n the manner provided in Section 4.5, Franchisee shall pay to Company, a continuing royalty (the "**Continuing Royalty**") equal to ten percent (10%) of Franchisee's Gross Labor Revenue**)** during the preceding Accounting Period.

4.3 Technology and Customer Support Fee. Each Accounting Period, in the manner provided in Section 4.5, Franchisee shall pay to Company a fee to defray a portion of the costs and expenses incurred by Company (the "**Technology and Customer Support Fee**") up to 1%, as determined by Company, of Gross Labor Revenue during the preceding Accounting Period.

4.4 Advertising Fee. Franchisee shall pay to Company, in the manner provided in Section 4.5, an advertising fee of up to two percent (2%), as determined by Company, of Franchisee's Gross Labor Revenue during the preceding Accounting Period ("**Advertising Fee**"), which shall be contributed to the Advertising Fund administered in accordance with Section 8.3 of this Agreement (the "**Advertising Fund**"). Company may adjust Franchisee's Advertising Fee from time to time, but never to more than two percent (2%) of Franchisee's Gross Labor Revenue. Pursuant to Section 8.4 of this Agreement, Company may also establish a co-op advertising fund for Franchisee's region. The fee for co-operative advertising will be in addition to the Advertising Fee and will be determined by each Co-op Advertising Region, as described in Section 8.4.2 of this Agreement.

4.5 Manner of Payment.

4.5.1 Following the end of each Accounting Period, based on Franchisee's reported Gross Labor Revenue for such period, Company shall calculate all applicable fees, including without limitation, Franchisee's Continuing Royalty, Technology and Customer Support Fee and, if in effect, the Advertising Fee for each Accounting Period and notify Franchisee, by email or regular mail, of the amounts due (as well as other amounts due to Company or its Affiliates including for purchases of goods or services), and the date on which Company intends to draw down payment from Franchisee's bank account pursuant to Section 4.6.2. If for any reason, Company is unable to effect payment of the entire amount due, Company may charge Franchisee's credit card account for the unpaid balance (in accordance with Section 4.6.3 below), and if Company is unable for any reason to charge the full unpaid balance against such credit card for any reason, Franchisee shall immediately pay the unpaid balance to Company. In addition, if Franchisee has failed timely to submit complete and accurate reports required hereunder, Company shall have the right to estimate in good faith the amounts due based on Franchisee's historically reported Gross Labor Revenue, or any other commercially reasonable method selected by Company. If Franchisee disputes any amounts calculated by Company to be due, Franchisee shall immediately (and before Company's scheduled draw down date) notify Company of the disputed amounts (with detailed explanation and evidence of the actual amounts Franchisee claims to be due, certified as complete and accurate by Operating Principal), with a copy of Franchisee's notice, accompanied by the full payment of all undisputed amounts, sent to Company in accordance with Section 20.1; however, Company shall not be obligated to refrain from drawing down the amounts it has determined in good faith to be due and payable, notwithstanding Franchisee's notice of dispute.

4.5.2 Franchisee, at Franchisee's sole cost and expense, shall instruct its bank to enable Company to unilaterally draw down the amount of Franchisee's Continuing Royalty, Technology and Customer Support Fee and, if in effect, the Advertising Fee, and other fees, expenses and other amounts due to Company or its Affiliates including for purchases of goods or services directly to Company from Franchisee's account, by electronic funds transfer or such other automatic payment mechanism which Company may designate ("**EFT**") and upon the terms and conditions set forth in the Manuals or the Standards, and promptly upon Company's request, Franchisee shall execute or re-execute and deliver to Company such pre-authorized check forms and other instruments or drafts required by Company's bank, payable against Franchisee's bank account, to enable Company to draw Franchisee's Continuing Royalty, Technology and Customer Support Fee and, if in effect, the Advertising Fee and other sums payable under the terms of this Agreement. Company's current form of EFT authorization is attached hereto as Exhibit B. Franchisee shall also, in addition to those terms and conditions set forth in the Manuals, maintain a single bank account for such payments and shall maintain such minimum balance in such account as Company may reasonably specify from time to time. Franchisee shall not alter or close such account except upon Company's prior written approval. Any failure

by Franchisee to implement such EFT system in strict accordance with Company's instructions shall, without limiting the materiality of any other default of this Agreement, constitute a material default of this Agreement.

4.5.3 Franchisee shall at all times during the Term, maintain a business credit card with an available credit limits of not less than ten thousand dollars ($10,000) against which Franchisee hereby authorizes Company to charge amounts due from Franchisee, as described in Section 4.6, which are not drawn down by Company by EFT. Franchisee shall be responsible for any bank and credit card company charges imposed on Company on account of credit card payments and an amount equal to such charges shall be deemed added to the amounts payable by Franchisee.

4.6 Other Payments. In addition to all other payments provided herein, Franchisee shall pay to Company, its Affiliates and designees, as applicable, promptly when due:

4.6.1 All amounts advanced by Company or one of its Affiliates or which Company or one of its Affiliates has paid, or for which Company or one of its Affiliates has become obligated to pay on behalf of Franchisee for any reason whatsoever.

4.6.2 The amount of all sales taxes, use taxes, value added taxes, personal property taxes and similar taxes, which shall be imposed upon Franchisee and required to be collected or paid by Company (a) on account of Franchisee's Gross Labor Revenue, or (b) on account of Continuing Royalties, Advertising Fees or Initial Fees collected by Company from Franchisee (but excluding Company's ordinary income taxes). Company, in its sole and absolute discretion, may collect the taxes in the same manner as Continuing Royalties are collected herein and promptly pay the tax collections to the appropriate Governmental Authority; *provided, however*, that unless Company so elects, it shall be Franchisee's responsibility to pay all sales, use or other taxes now or hereinafter imposed by any Governmental Authorities on Continuing Royalties, Initial Fees, or Advertising Fees.

4.6.3 All amounts due for any reason, including on account of purchases of goods, supplies or services from Company or its Affiliates relating to the Licensed Business(es).

4.7 Application of Funds. If Franchisee shall be delinquent in the payment of any obligation to Company hereunder, or under any other agreement with Company, Company shall have the absolute right to apply any payments received from Franchisee to any obligation owed, whether under this Agreement or otherwise, including to Franchisee's Suppliers and landlord, notwithstanding any contrary designation by Franchisee as to application.

4.8 Interest and Charges for Late Payments. If Franchisee shall fail to pay to Company the entire amount of applicable fees due, including, without limitation, the Continuing Royalty, Technology and Customer Support Fee and, if in effect, the Advertising Fee and all other sums owed to Company or its Affiliates, promptly when due, Franchisee shall pay, in addition to all other amounts which are due but unpaid, interest on the unpaid amounts, from the due date thereof, at the rate of eighteen percent (18%) per annum, or the highest rate allowable under Applicable Law, whichever is less. If any check, draft, electronic transfer or otherwise, is unpaid because of insufficient funds or otherwise, then Franchisee shall pay Company or its Affiliates any expenses arising from such non-payment, including bank fees in the amount of at least fifty dollars ($50.00) and any other related expenses incurred by Company or its Affiliates.

ARTICLE 5.
VEHICLE AND COMMENCEMENT OF BUSINESS

5.1 Vehicles. Franchisee shall at all times during the Term, have and maintain in operation at least one (1) Mobile Unit. If Company determines at any time(s) in its sole and absolute discretion that the number of Mobile Unit(s) in Franchisee's fleet then being maintained and operated by Franchisee is insufficient to service the volume of customer requests for mobile repairs to achieve a satisfactory level of availability for same day or next day service in accordance with the Standards, it may notify Franchisee of the number of additional Mobile Units Franchisee needs to add to its fleet, and Franchisee shall have ninety (90) days to add that number of fully equipped and operational

Mobile Unit(s) to its fleet. If Franchisee declines or fails for any reason to add that number of fully equipped and operational Mobile Unit(s) to its fleet, Company shall have the right to terminate this Agreement, and/or fashion and implement such other remedy as it deems appropriate. Franchisee may not increase or decrease the number of Mobile Unit(s) in its fleet except with Company's prior written consent, which Company may grant or withhold in its sole and discretion.

5.1.1 Each vehicle used as a Mobile Unit must meet the Standards, including, among other things, specifications relating to the required quality, make, model, year, allowable mileage, equipment (including GPS or other specified electronic fleet tracking methods and devices), color, signage and body wrap, as specified in the Manuals, and Franchisee shall purchase or lease each vehicle from a Supplier designated by Company.

5.1.2 Following the Effective Date, Company shall provide Franchisee with access to the Manuals, including the Standards and specifications for a Mobile Unit and required fixtures, equipment, furnishings, décor, logos, wraps, trade dress, and signs. Franchisee shall at its sole cost and expense promptly cause the Mobile Unit(s) to be modified, equipped and improved in accordance with such Standards, including applying and installing all required decals, logos and wraps, and obtaining and maintaining insurance policies meeting the Standards, using vendors and Suppliers designated or approved by Company, unless Company shall, in writing, agree to modifications thereof.

5.1.3 Company has the right, but not the obligation, to perform physical and remote electronic monitoring, tracking and inspections of each Mobile Unit at any time to ensure that the operation of each Mobile Unit meets the Standards, including that all fixtures, signs, furnishings and equipment comply with the Standards. Franchisee expressly consents to Company using GPS or other specified electronic methods and devices to track and monitor the location, movement and operation of Mobile Unit(s) and any laptop computer or personal mobile device approved in accordance with Section 9.2 below. Franchisee shall inform all individuals that will be operating the Mobile Unit(s) of this Section 5.1.3 and obtain any necessary written consents to the same. Franchisee may not begin operating any Mobile Unit(s) until Franchisee has received written authorization to open from Company, which authorization may be conditional and subject to Company's satisfactory inspection of the Mobile Unit(s).

5.1.4 Franchisee may from time to time request additional information regarding the design and equipping of the Mobile Unit(s), which, if in the possession of Company, shall be provided at no expense to Franchisee.

5.1.5 Subject only to Force Majeure, Franchisee shall obtain and cause its technicians and other individuals who will operate the Mobile Unit(s) to acquire and obtain, all tools required to provide the Approved Products and Services and all required Licenses required for the operation of the Mobile Unit(s) including the sale and provision of any Approved Products and Services (and upon request, promptly provide evidence of such Licenses to Company), and shall otherwise ready each Mobile Unit to conduct business, including installation of all equipment and furnishings, décor, logos, decals, wraps, trade dress, and signage, and obtaining all required insurance coverages, as soon as possible. Franchisee shall not commence operation of the Mobile Unit(s) until both of the following items have occurred: (a) the applicable Mobile Unit has become available to Franchisee and been fully modified to meet the Standards, and (b) the Franchisee has obtained written authorization from the Company to open the Licensed Business for business (which authorization may be conditioned on and subject to Company's satisfactory inspection of each Mobile Unit).

5.1.6 The time periods for readying the vehicle and commencement of business referred to in this Section 5.1 are of the essence of this Agreement. Without limiting the generality of the foregoing, to the extent permitted under Applicable Law, Franchisee shall cause each individual who will drive or work in a Mobile Unit to have and maintain all necessary Licenses, including a valid driver's license, have a good driving record, undergo and pass criminal background checks, and drug testing and be eligible and covered under Franchisee's automobile and other application insurance policies up to the Standards. If Franchisee fails to perform its obligations contained in this Section, Company may, without limiting the materiality of any other default of this Agreement, deem Franchisee's failure to perform its obligations a material default of this Agreement.

5.1.7 Company's designation or acceptance of Franchisee's plans and specifications for the design and equipping of Mobile Unit(s), Company's guidance with the operation of the Mobile Unit(s), Company's referral of approved Suppliers, contractors, subcontractors, designers, engineers, and other professionals, and Company's authorization to commence operation of each Mobile Unit(s) are to assure that Franchisee complies with the Standards, and shall not be construed as any express or implied representation or warranty regarding the work performed by such persons or that the Mobile Unit(s) comply with any Applicable Law, or that the vehicle or its design is sound or free from defects. Company's criteria for acceptance or rejection do not encompass technical or engineering considerations. Company will have no liability with respect to the Mobile Unit(s), nor shall Company be responsible in any way for delays or losses associated with the design, equipping or other preparation of the Mobile Unit(s), whether caused by the condition of the vehicle, the design, engineering, equipping, decorating, or stocking of the Mobile Unit(s), or any other reason. Franchisee expressly acknowledges and agrees that Company does not, directly or indirectly, promise, warrant or ensure that the design, décor, appearance, fixtures, layout, and/or other improvements of the Mobile Unit(s) will guarantee Franchisee's success.

5.1.8 Franchisee shall maintain: (a) the condition and appearance of each vehicle used as a Mobile Unit in a "new" or "like new" condition; and (b) the Mobile Unit(s) in clean and excellent condition and repair. When not in operation, in use or en route to service a customer (e.g., over-night), each Mobile Unit shall be stored in a safe and secure facility. Franchisee shall perform periodic maintenance and repairs on the Mobile Unit(s), when and as necessary or required, but no less frequently than as recommended by the manufacturer thereof, and shall not cause or allow the Mobile Unit(s) to be placed into service at any time that it is not clean, and free of dents, scratches or other damage or mechanical problems which affect its appearance or which could render such Mobile Unit(s) unsafe or excessively noisy. Without limiting the foregoing, the Mobile Unit(s) shall comply with all Applicable Law. Notwithstanding the foregoing, if at any time in Company's reasonable judgment, the state of repair, appearance or cleanliness of any Mobile Unit or equipment, fails to meet the Standards, Franchisee shall immediately upon receipt of notice from Company specifying the action to be taken by Franchisee (within the time period specified by Company), correct such deficiency, repair and refurbish Mobile Unit(s) and equipment, as applicable, and make such modifications and additions as may be required, including replacement of worn out or obsolete fixtures, equipment, logos, decals and wraps.

5.1.9 In addition to Franchisee's obligations under Section 5.2.1, during the Term, Company may require Franchisee, at Franchisee's sole cost and expense, to replace Mobile Unit(s) with new or like new vehicles conforming to the Standards (including at its expense, to repaint, re-decal, and re-equip, the Mobile Unit(s)), if a Mobile Unit's odometer reflects greater than one hundred fifty thousand (150,000) miles or if the Mobile Unit otherwise fails to meet Standards and in Company's reasonable judgment cannot be repaired or refurbished to meet the Standards.

5.1.10 If a Mobile Unit is damaged or destroyed by any casualty, then Franchisee, at Franchisee's sole cost and expense, shall promptly repair the Mobile Unit to its original condition prior to such casualty; any such repair shall be completed as soon as reasonably practicable, but in any event within one (1) month following the event causing the damage or destruction. If, in Company's sole and absolute discretion, the damage or destruction is of such a nature or to such extent that it is not feasible for Franchisee to repair the Mobile Unit, Company may require that Franchisee replace the Mobile Unit with a replacement vehicle in conformance with the Standards.

5.1.11 Franchisee may not sell or otherwise dispose of any vehicle used as a Mobile Unit without Company's prior written consent and, in any event, Franchisee shall have first removed all Marks, all distinctive cosmetic features and finishes, wraps, decals, colors, and signage, and all fixtures and physical storage units and other modifications made in order to configure the vehicle to serve as a Mobile Unit. And Franchisee shall, at Company's request, grant Company access to each Mobile Unit to make cosmetic changes so that it no longer resembles a "FLY ALLIANCE" Mobile Unit.

5.2 Office. Franchisee shall upon written notice from Company maintain a business Office in compliance with the Standards at a location acceptable to Company, which may be Franchisee's residence, at which

it shall maintain Information Systems, provide for secure overnight storage of the Mobile Unit(s), and store business records and extra parts, tools, equipment, used in connection with the operation of Licensed Business(es).

5.2.1 If no Business Address has been inserted in Section 1.1 on the Effective Date, Franchisee shall promptly following the Effective Date locate up to two proposed sites which meet the Standards (the "**Office**"). Franchisee shall submit to Franchisor such demographic and other information regarding the proposed site(s) and neighboring areas as Company shall require, in the form prescribed by Company. Company may accept or reject a proposed site for the Office in its sole and absolute discretion. Franchisee may not operate an Office without the prior written consent of the Company.

5.2.2 Franchisee may not use or display the Marks at the Office or surrounding premises, without Company's prior written consent, and subject to such additional terms and conditions as Company may prescribe in its discretion.

5.2.3 Franchisee may not relocate the Office without Company's prior written consent. If Company shall consent to any relocation, Franchisee shall de-identify the former office in the manner described in this Agreement with respect to Franchisee's obligations upon termination and expiration, and shall reimburse and indemnify and hold Company harmless from any direct and indirect losses, costs and expenses, including attorneys' fees, arising out of Franchisee's failure to do so.

5.3 Force Majeure. In the event of the occurrence of an event which Franchisee claims to constitute Force Majeure, Franchisee shall provide written notice to Company in writing within five (5) days following commencement of the alleged Force Majeure which notice shall include the words "Force Majeure" and explicitly describe the specific nature and extent of the Force Majeure, and how it has impacted Franchisee's performance hereunder. Franchisee shall provide Company with continuous updates (no less frequently than once each week) on Franchisee's progress and diligence in responding to and overcoming the Force Majeure, and shall notify Company immediately upon cessation of such Force Majeure, and provide all other information as may be requested by Company. If Franchisee shall fail to notify Company of any alleged Force Majeure within said five (5) days, or shall fail to provide any such updates during the continuance of the alleged Force Majeure, Franchisee shall be deemed to have waived the right to claim such Force Majeure.

ARTICLE 6.
TRAINING

6.1 Initial Training Program. If Franchisee pays an Initial Training Fee in the amount of eighteen thousand dollars ($18,000) (pursuant to Sections 1.1 and 4.1.2 of this Agreement), Company will provide the following Initial Training Program:

6.1.1 Company shall provide an Initial Training Program in Company's Standards and methods of operation (the "**Initial Training Program**") at Company's training facilities in Ocoee, Florida; or other location specified by Company, to up to four (4) persons selected by Franchisee who shall include the Level 3 Technician, and Franchisee's Operating Principal. Franchisee may, at Company's sole and absolute discretion, be required to pay Company's then-current training fee for any personnel, beyond the initial four (4) individuals, who attend the Initial Training Program. The Initial Training Program shall consist of approximately forty (40) hours per week of training over a three to four week period up to 7 days each week. Franchisee shall pay Travel Expenses, if any, incurred by Franchisee and/or any individual operating the Licensed Business(es) in connection with attendance at training programs. Franchisee may not open the Licensed Business or operate any Mobile Unit(s) pursuant to this Agreement until such training shall have been completed to the satisfaction of Company and Franchisee's management team has been certified by Company.

6.1.2 The Initial Training Program will be structured to provide practical training in the implementation and operation of a Business; *provided, however*, that given Company's minimum Standards for new franchisees, the Initial Training Program will not include basic substantive training in repair and maintenance of

aircraft generally; the contents and manner of conduct of such training shall be determined by Company in its sole and absolute discretion.

6.1.3 Franchisee acknowledges that because of Company's superior skill and knowledge with respect to the training and skill required to manage the Business, its judgment as to whether or not Franchisee, Operating Principal or a Level 3 Technician has satisfactorily completed such training shall be determined by Company in its sole and absolute discretion.

6.2 On-Site Training.

6.2.1 Commencing shortly before and ending shortly after the first Licensed Business opens to the public, Company shall provide ten (10) days of on-site training at the Office and/or one or more Authorized Airport(s) to Franchisee's Operating Principal and Level 3 Technician(s) ("**On-Site Training**"). Company shall provide the On-Site Training at no additional charge if Franchisee pays an eighteen thousand dollars ($18,000) Initial Training Fee; *provided, however,* that if Company determines in its sole and absolute discretion that more than ten (10) days of on-site training is necessary, Franchisee must reimburse Company for all Travel Expenses, and compensation and other expenses incurred by Company as a result of extending the On-Site Training, and at Company's election a per diem training charge at Company's then current rates. The On-Site Training will be structured to provide additional practical training in the implementation and operation of a Business; *provided, however,* that the contents and manner of conduct of such On-Site Training shall be determined by Company in its sole and absolute discretion.

6.2.2 The Initial Training Program and On-Site Training shall not be provided and no initial training fee will be imposed if (i) Franchisee and/or any Affiliate of Franchisee is operating one or more Businesses as of the Effective Date or Franchisee is an Experienced Level 3 Technician (*provided, however*, that Company may, in its sole discretion, require Franchisee and its Operating Principal and Level 3 Technician to complete the Initial Training Program and/or On-Site Training, and pay the Training Fee, if Franchisee's (or its Affiliate's) existing Businesses are not in compliance with the Standards or if Franchisee's Operating Principal has not completed the Initial Training Program to Company's satisfaction); (ii) this Agreement is executed as the Successor Franchise Agreement; (iii) this Agreement is executed in connection with an Assignment, in which case the seller must provide training to the assignee/transferee Franchisee, to Company's satisfaction, following the closing of that sale; or (iii) this Agreement is executed in connection with an Assignment, by which the new Franchisee and Operating Principal has previously completed the Initial Training Program to Company's satisfaction with respect to another licensed Business.

6.3 Additional Training. All newly hired and replacement Operating Principal(s) and Level 3 Technicians of the Licensed Business(es) shall successfully complete, to Company's satisfaction, the Initial Training Program conducted by Company. Company may offer the Initial Training Program for newly hired and replacement personnel electronically via a web-based streaming program. In addition, if any Business is not in compliance with the Standards, Company may, in its sole and absolute discretion, require Franchisee, Franchisee's Operating Principal and Level 3 Technician to re-attend and successfully complete, to Company's satisfaction, the Initial Training Program in person and at then current rates. Franchisee, or Franchisee's Operating Principal, or a fully trained Level 3 Technician shall, to Company's satisfaction, train each individual who will operate of work in a Licensed Business prior to the first opening of the Licensed Business(es) to the public and at all times thereafter during the Term. At all times during the Term, Franchisee shall employ an adequate staff who shall have been fully and adequately trained, in Company's judgment, and all such staff shall have completed all training certification(s) required by any Governmental Authority. Notwithstanding the first sentence of this Section, the Level 3 Technicians of Franchisee shall have the skill level, training and experience commensurate with the demands of the position, and in keeping with Company's high standards for technical competence, quality and courteous service, and cleanliness of operations.

6.3.1 Franchisee shall pay Company's then current, reasonable charges (as set forth in the Manuals) for any such training performed by Company at Franchisee's request, or which is otherwise required

hereunder and not covered by Sections 6.1.1 and 6.2 of this Agreement (e.g., specialized training required if Franchisee wishes to participate in certain of Company's National Account programs).

6.3.2 Company may, from time to time, (i) require Franchisee, its Operating Principal and its Level 3 Technician(s), or any of them, to attend additional training courses or programs ("**Additional Training**") during the Term; or (ii) make available to Franchisee, its Operating Principal and the Level 3 Technician(s), or any of them, optional Additional Training during the Term. Additional Training may be held on a national or regional basis at locations selected by Company to instruct Franchisee with regard to new procedures or programs which Company deems, in its judgment, to be of material importance to the operation of the Licensed Business. Such Additional Training may relate, by way of illustration, to aircraft added to the list of Authorized Aircraft Franchisee is authorized to repair and maintain; repair techniques, specifications and/or requirements, marketing, bookkeeping, accounting and general operating procedures; and the establishment, development and improvement of Information Systems. Company may establish charges applicable to all franchisees similarly situated for such optional training courses. The time and place of such training courses shall be at Company's sole and absolute discretion. In addition to any charge Company may establish, Franchisee shall pay all Travel Expenses. Company shall pay no compensation for any services performed by trainee(s) in connection with the Additional Training.

6.3.3 In addition to any training otherwise provided by Company pursuant to Article 6 of this Agreement, Company may provide, and upon its request Franchisee, Operating Principal(s) and all other individuals intended to operate a Licensed Business shall attend and successfully complete, to Company's satisfaction, in-person or electronic web-based training related to its remote technology services and Licensed Business operations and related Standards. At all times during the Term, Franchisee shall employ an adequate staff of fully and adequately trained and qualified individuals to operate the Franchisee's Licensed Business(es).

6.4 Annual Meeting. Company intends to host an annual meeting or convention of franchisees in which case Franchisee's, Operating Principal, shall be obligated to attend. Company will not charge a registration fee to attend, but Franchisee will bear all of the Travel Expenses of its attendees to attend such meeting. Franchisee shall be required to pay a fee to Company to pay for a portion of Franchisee's attendees' meals and/or local transportation provided by Company at the annual meeting.

6.5 Other Assistance.

6.5.1 Franchisee shall have the right, at no additional charge, to inquire of Company's headquarters staff, its field representatives and training staff with respect to problems relating to the operation of the Licensed Business, by telephone, electronic mail, facsimile, or other means of correspondence, and Company shall use its commercially reasonable efforts to diligently respond to such inquiries, in order to assist Franchisee in the operation of the Licensed Business. At no time shall reasonable assistance be interpreted to require Company to pay or lend any money to Franchisee or to defer Franchisees' obligation to pay any sums to Company.

6.5.2 At Franchisee's request, Company may, but shall not be obligated to (a) cause its field representatives to visit Franchisee to advise, consult with, or train Franchisee in connection with its performance and operation of the Licensed Business(es) and Franchisee's compliance with the Standards; or (b) permit Franchisee or certain of its staff to provide assistance, consultation, or additional training at a training facility selected by Company. If Company provides such additional assistance, consultation or training to Franchisee (w) such assistance, consultation or training will be subject to Company's capacity, scheduling, and sole and absolute discretion, but Company shall not be obligated to provide that assistance, consultation or training, (x) Franchisee shall pay all Travel Expenses, if any, incurred by Franchisee and/or Franchisee's staff in connection with such additional assistance, consultation, or training, (y) Company shall not pay any compensation to Franchisee or Franchisee's staff for providing services at Company's or another Franchisee's Business in connection with the assistance, consultation, or training, and (z) Franchisee shall pay such training charges as may be then in effect, and shall reimburse Company for all Travel Expenses in connection with such training.

6.5.3 In the event of any sale, transfer, or Assignment, the transferee/assignee must be trained by seller/assignor, to Company's satisfaction, as a condition of Company's consent to such transfer. No Licensed Business shall be transferred, opened, or re-opened by the transferee until Company accepts the transferee in writing as being qualified to operate the Licensed Business, and Company has otherwise provided prior written consent to the transfer in accordance with this Agreement.

ARTICLE 7.
MANUALS AND STANDARDS OF OPERATOR QUALITY, CLEANLINESS AND SERVICE

7.1 Compliance with Applicable Law. Franchisee shall operate the Licensed Business(es) as a clean, orderly, legal and respectable business in accordance with Company's the Standards and shall comply with all Applicable Law. Franchisee shall not operate any Licensed Business for any immoral or illegal purpose. Franchisee shall in all dealings with its customers, suppliers, and public officials adhere to high standards of honesty, integrity, fair dealing and ethical conduct, in accordance with all Applicable Law, and without limiting the foregoing shall refrain from accessing, viewing, using, copying, storing, disclosing or otherwise misusing any customer passwords, or other information and data, whether contained on their electronic devices or otherwise, in any form or manner (except to the limited degree required to perform authorized services in strict accordance with the Standards and this Agreement), and refrain from engaging in any action (or failing to take any action) which will cause Company to be in violation of any Applicable Law, or which, in the sole opinion of Company, causes or could cause harm to the Marks, the System and/or the "FLY ALLIANCE" brand. If Franchisee shall receive any notice, report, fine, test results or the like from the applicable state or local department of health (or other similar Governmental Authority), Franchisee shall promptly send a copy of the same to Company. Franchisee shall correct any such deficiency noted within the lesser of ten (10) days, or such shorter time period as required by the applicable Governmental Authority.

7.2 Operating Principal and Management. Franchisee acknowledges and agrees that at all times during the Term the Operating Principal shall act as Franchisee's representative, shall hold fifty-one percent (51%) or more of the Equity of Franchisee, and shall have the authority to act on behalf of Franchisee during the Term. The Operating Principal shall be principally responsible for communicating and coordinating with Company regarding business, operational and other ongoing matters concerning this Agreement and the Licensed Business. Franchisee shall cause the Operating Principal to have the full authority to act on behalf of Franchisee in regard to performing, administering or amending this Agreement. The Operating Principal shall be vested with the authority and responsibility for the day-to-day operations of all Licensed Businesses owned or operated, directly or indirectly, by Franchisee or its Affiliates within a geographic area specified by Company. The Operating Principal shall, during the entire period he or she serves as such, meet the following qualifications: (a) shall devote full time and best efforts solely to operation of all Businesses owned or operated, directly or indirectly, by Franchisee or its Affiliates in such geographic area and to no other business activities; (b) meet Company's educational, experience, financial and other reasonable criteria for such position, as set forth in the Manuals or otherwise in writing by Company; (c) be an Owner with fifty-one percent (51%) or more (directly or indirectly), in the aggregate, of the Equity or voting rights in Franchisee; and (d) be an individual acceptable to Company. The Operating Principal shall be responsible for all actions necessary to ensure that all Businesses owned or operated, directly or indirectly, by Franchisee in such geographic area are operated in compliance with this Agreement and the Standards. If during the Term the Operating Principal is not able to continue to serve in such capacity or no longer qualifies to act as such in accordance with this Section (including Company's subsequent disapproval of such person), Franchisee shall promptly notify Company of such occurrence. Thereafter, Franchisee shall promptly, but not later than thirty (30) days after the prior Operating Principal ceases to serve Franchisee, (w) designate a replacement Operating Principal who meets Company's then-current qualification requirements, (x) provide Company with such information about such new Operating Principal as Company may request, (y) cause such replacement Operating Principal to undergo, at Franchisee's cost, such training as Company may require, and (z) obtain Company's written acceptance of such person as the Operating Principal. Company may, but is not required to, deal exclusively with the Operating Principal in such regards unless and until Company's actual receipt of written notice from Franchisee of the appointment of a successor Operating Principal who shall have been accepted by Company.

7.2.1 Franchisee shall notify Company in writing at least ten (10) days prior to employing the Operating Principal setting forth in reasonable detail all information reasonably requested by Company. Company's acceptance of the Operating Principal shall not constitute Company's endorsement of such individual or a guarantee by Company that such individual will perform adequately for Franchisee or its Affiliates, nor shall Company be estopped from subsequently disapproving or otherwise challenging such person's qualifications or performance.

7.2.2 Franchisee shall ensure that the operation of the Licensed Business(es) is at all times under the direct control of the Operating Principal or a Level 3 Technician. At all times that any Mobile Unit is actively engaged in and open for business and at all times which pre-opening or post-closing activities are being undertaken with respect to a Licensed Business, the Licensed Business shall be managed by Operating Principal or a Level 3 Technician, possessing all necessary Licenses and who has successfully completed training (and if required, a person that is certified, by Company in its sole and absolute discretion, for the performance of such responsibilities) and has successfully completed any training or certification course as may be specified by Company and/or required by Applicable Law. Each such Level 3 Technician shall be solely dedicated to the operation of the Mobile Unit(s) to which the person is assigned. Franchisee shall supervise, direct and be responsible for in all respects, the activities and performance of all Operating Principals, Level 3 Technicians, and other staff of Franchisee and shall ensure compliance with the Standards and other requirements of this Agreement.

7.3 Computer/P.O.S./Information Systems.

7.3.1 Franchisee shall purchase, use and maintain in the Office, and to the extent specified by Company, in each Licensed Business, the Information Systems specified in the Manuals in accordance with the Standards. The Information Systems must at all times be connected to one or more high-speed communications media specified by Company and be capable of accessing the Internet. Franchisee must electronically link the Information Systems to Company or its designee. Franchisee shall allow Company and/or its designee to access the Information Systems and stored files, and to add, remove, configure and modify information systems via any means including electronic polling and uploads, with or without notice. Company may from time to time upon thirty (30) days advance written notice require Franchisee, at Franchisee's sole cost and expense, to add, update, upgrade or replace the Information Systems, including hardware and/or software. Although Company cannot estimate the future costs of the Information Systems, required hardware, software, or service or support, and although these costs might not be fully amortizable over the time remaining in the Term, Franchisee agrees to acquire and incur the costs of obtaining and implementing the hardware, software and other components and devices comprising the Information Systems (including additions and modifications) and all support services, service and maintenance agreements and subscriptions prescribed by Company to maintain, protect, and interface with Information Systems. Information Systems may be provided directly by third parties or may be sold, licensed or sublicensed by or through Company or one of its Affiliates at a reasonable one-time or recurring charge, and pursuant to forms of agreement prescribed by Company.

7.3.2 Franchisee shall not use or permit the use of the Information Systems for any unlawful or non-business related activity. Franchisee shall not install or use, and shall prohibit others from installing and using, unauthorized hardware or other components and devices, software on or with the Information Systems. Franchisee shall take all commercially reasonable measures to insure that the Information Systems are used strictly in accordance with the Standards, including without limitation security protocols and protective measures including how passwords are assigned and rotated, prescribed limitations regarding which persons Franchisee may permit to access (via LAN, WAN, internet or otherwise), use, perform support and installation functions and conduct transactions with the Information Systems. Franchisee shall ensure no virus, Trojan horse, malicious code or other unauthorized code or software is installed on, or transmitted by, the Information Systems at any time during the Term. Franchisee shall at all times provide Company with all passwords, access keys and other security devices or systems as necessary to permit Company to access the Information Systems and obtain the data Company is permitted to obtain. Company reserves the right to add, control, modify, govern and block any and all network and internet traffic, ports, protocols, and destinations.

7.3.3 Franchisee shall, upon Company's request, transmit and receive data necessary or appropriate for the conduct of the Licensed Business, in the form and manner prescribed by Company.

7.3.4 Franchisee shall apply for, install and maintain systems for use of debit cards, credit cards, Loyalty Cards and other non-cash payment methods. Franchisee shall adhere to all PCI (Payment Card Industry), CISP (Cardholder Information Security Program) and SDP (Site Data Protection) compliance specifications, as amended.

7.3.5 Franchisee shall sell, or otherwise issue, as Company may designate, stored-value, loyalty, and/or maintenance certificates and other non-cash payment methods (collectively "**Loyalty Cards**") that Company designates and only in the manner specified in the Manuals and the Standards. Franchisee shall fully honor all Loyalty Cards that are in the form approved or required by Company, regardless of whether the Loyalty Card was issued by Franchisee or another franchisee or operator in the "FLY ALLIANCE" System, or purchased at any other location via the Internet or via other means of distribution. Franchisee shall sell, issue and redeem (without any offset) Loyalty Cards in accordance with the procedures and policies Company may specify in the Manuals or otherwise in writing (the "**Loyalty Card Program**"). Franchisee acknowledges that in connection with this Loyalty Card Program, Franchisee may be required to (a) enter into a separate agreement with a third party provider of Loyalty Card processing services under the terms and conditions as may be required by the third party for participation in the Loyalty Card Program; (b) purchase or upgrade, as necessary, hardware, software or other equipment, required for participation in the Loyalty Card Program; (c) purchase and maintain sufficient inventory of Loyalty Cards for sale at Franchisee's Licensed Business; (d) promote the sale of Loyalty Cards using only marketing methods and materials Company approves; (e) comply in all material respects with all Standards in performing Franchisee's obligations under this Agreement and otherwise in connection with the Loyalty Card Program; and (f) execute such other agreements or documents as may be reasonably required by Company in connection with the Loyalty Card Program. Franchisee further acknowledges that Company may discontinue or modify the Loyalty Card Program at any time, in its sole and absolute discretion, and Franchisee agrees to comply with Company's requests to discontinue or modify the Loyalty Card Program at any time.

7.4 Manuals. Franchisee shall participate in the System and operate the Licensed Business(es) in strict compliance with the Standards and incorporated in Company's Manual(s).

7.4.1 The subject matter of the Manuals and Standards may include matters such as: forms, information relating to parts and product and service specifications, warranty programs and requirements, purchase orders, general operations, labor management, Gross Labor Revenue reports, training and accounting; staff certification, design specifications and uniforms; display of signs and notices; authorized and required Information Systems, equipment and fixtures, including specifications therefor; Mark usage; insurance requirements; lease requirements; ownership requirements, décor; standards for management and personnel, hours of operation; advertising formats; standards of maintenance and appearance of the Licensed Business; procedures upon the occurrence of a Crisis Management Event; and required posting of notices to customers as to how to contact Company to submit complaints and feedback; participation in surveys and mystery shopper programs; and such other matters and policies as Company may reasonably elect to include which relate to the System or the franchise relationship under the System. In the event of the occurrence of a Crisis Management Event, Company may also establish emergency procedures pursuant to which Company may require Franchisee to, among other things, temporarily close the Licensed Business(es) to the public, in which event Company shall not be liable to Franchisee for any losses or costs, including consequential damages or lost profits occasioned thereby. In the event of any dispute as to the contents of the Manuals, the terms and contents of the master copy maintained by Company shall be controlling.

7.4.2 Company shall have the right to modify the Manuals and the Standards at any time and from time to time; provided, that no such modification shall alter Franchisee's fundamental status and rights under this Agreement. Modifications in the Manuals shall become effective upon delivery of written or electronic notice thereof to Franchisee unless a longer period is specified in such written notice or unless a longer period is set forth in this Agreement. The Manuals, as modified from time to time, shall be an integral part of this Agreement and reference

made in this Agreement, or in any amendments, exhibits or schedules hereto, to the Manuals shall be deemed to mean the Manuals kept current by amendments from time to time.

7.4.3 Upon the execution of this Agreement, Company shall provide Franchisee access to the Manuals and the Standards through Company's Intranet. The Standards and all amendments to the Manuals and the Standards (and copies thereof) are copyrighted and remain Company's property. Franchisee shall have access to the Manuals, and the Standards during the Term, and such access shall immediately cease upon this Agreement's termination or expiration. The Manuals are highly confidential documents which contain certain Trade Secrets of Company. Franchisee shall not make, or cause or allow to be made, any copies, reproductions or excerpts of all or any portion of the Manuals without Company's prior written consent. Upon the expiration or termination of this Agreement for any reason whatsoever, Franchisee shall immediately cease accessing the Manuals. Franchisee's loss or unauthorized transfer of the Manuals, or other breach of this Section shall, without limiting the materiality of any other default of this Agreement, constitute a material default of this Agreement.

7.5 Hours. Subject to Applicable Law or subsequent written agreement between Company and Franchisee to the contrary, Company and Franchisee agree that Licensed Business(es) shall be operational seven (7) days per week, every day of the year (except the holidays stated in the Manuals on which Franchisee is authorized to close the licensed business), and at least during the hours established by Company in the Manuals. Franchisee shall diligently and efficiently exercise its best efforts to achieve the maximum Gross Labor Revenue possible from the Business(es), and shall remain open for longer hours if additional opening hours are reasonably required to maximize operations and sales. Notwithstanding the foregoing, Company may authorize or direct Franchisee and other franchisees to operate during hours and on fewer or more days than are specified in the Manuals and this Agreement.

7.6 Product Line and Service. Franchisee shall advertise, offer, sell and provide all and only those Approved Products and Services which Company has directed to be offered, advertised, sold and provided from the Licensed Business. All Approved Products and Services shall be sold and distributed under the specific name designated by Company and shall be purchased, inventoried, stored, and provided strictly in accordance with Company's Standards. Franchisee shall not cease offering any of the Approved Products and Services without Company's prior written consent, nor may Franchisee take any action which is intended to diminish the maximum sales potential of any of the Approved Products and Services. Franchisee recognizes that providing certain services may under Applicable Law require Franchisee to obtain specialized Licenses. To the extent it continues to be allowed to do so, Company will cause its Affiliate to sublicense Franchisee the right to operate the Licensed Business under Affiliates' FAA Part 145 Certificate Number - WAVR866D. To the extent not sublicensed by Company or its Affiliate, Franchisee agrees to obtain and maintain any and all required Licenses prior to providing any Approved Products and Services. Notwithstanding anything in this Agreement, Franchisee shall not, and shall not be required to, offer or sell a particular product or service if by so doing Franchisee would violate Applicable Law, provided that Franchisee has used all commercially reasonable efforts to obtain any necessary Licenses.

7.6.1 Approved Products and Services shall be marketed in a manner that is consistent with the Standards in an approved format to be utilized in a Licensed Business. The approved and authorized format(s) may include, in Company's sole and absolute discretion, requirements concerning organization, graphics, product and service descriptions, illustrations, and any other matters related thereto, whether or not similar to those listed. In Company's sole and absolute discretion, the format(s) may vary depending upon region, market size, and other factors. Company may change the format(s) from time to time or region to region or authorize tests from region to region or authorize non-uniform regions or Businesses within regions. Franchisee shall have ten (10) days to implement all such changes from receipt or notice of such Standards.

7.6.2 Franchisee shall, upon receipt of notice from Company, add, delete, or update any description of Approved Products and Services according to the instructions contained in the notice. Franchisee shall have ten (10) days after receipt of written notice in which to fully implement any such change. Franchisee shall cease selling any previously approved product or cease providing any previously approved service within ten (10) days after receipt of written notice that the product or service is no longer approved. Company may instruct Franchisee to remove any product or service on an emergency basis and Franchisee must comply with such instruction immediately.

Company shall not be liable to Franchisee for any losses sustained by Franchisee in connection with such instruction (or Franchisee's failure to comply with such instruction).

7.6.3 Franchisee acknowledges that it is critical to the success of the Licensed Business that Franchisee provide fast, responsive, and top quality repair services to its customers and that, except in exceptional circumstances required or permitted in the Manuals or applicable National Account Participation Agreement, be available on a 365 day-per-year, 24-hour-per-day basis, to accept job requests by customers for Approved Goods and Services and immediately commence work and complete work as expeditiously as practicable

7.7 Tools. All tools to be used in the operation of the Licensed Business(es) and other like articles used in connection with the Licensed Business(es) shall conform to Company's Standards, which may include manufacturer, brand and model, and shall be purchased by Franchisee (or its Level 3 Technician(s)) from a Supplier designated or approved in writing by Company, as provided in Article 9 of this Agreement. No item of merchandise, furnishings, décor items, supplies, fixtures, equipment or tools shall be used in the Licensed Business unless approved in writing by Company.

7.8 Notification of Legal Proceedings; and Crisis Management Events.

7.8.1 Franchisee shall notify Company in writing within twenty-four (24) hours after Franchisee receives actual notice of the commencement of any investigation, action, suit, or other proceeding, or the issuance of any lien, order, writ, injunction, award, or other decree of any court, agency, or other Governmental Authority that pertains to the Licensed Business(es) or that may adversely affect Franchisee's operation of the Licensed Business(es) or ability to meet its obligations hereunder.

7.8.2 Upon the occurrence of a Crisis Management Event, Franchisee shall immediately inform Company, as instructed in the Manuals, by telephone and email (or other electronic messaging medium authorized by Company for this purpose). Franchisee shall cooperate fully with Company with respect to Company's response to the Crisis Management Event.

7.9 Uniforms and Staff Appearance. Franchisee shall cause all individuals, while working in the Office, a Mobile Unit or a customer's aircraft or business location, to: (i) wear uniforms of such color, design, and other specifications as Company may designate from time to time, and (ii) present a neat and clean appearance. If Company removes the type of uniform utilized by Franchisee from the list of approved uniforms, Franchisee shall have sixty (60) days from receipt of written notice of such removal to discontinue use of its existing inventory of uniforms and implement the approved type of uniform. Unless Company otherwise provides prior written consent, Franchisee's staff working in the Licensed Business(es) shall be dedicated solely to the Licensed Business(es) and shall not work at any other business owned or operated by Franchisee (other than in another Business pursuant to a separate validly subsisting franchise agreement with Company). In no case shall Franchisee permit any staff member of Franchisee to wear the required uniform except while working in connection with a Licensed Business; without limiting the generality of the foregoing, the uniform may not be worn during off-hours or for any other purpose (other than while commuting to and from work in the Licensed Business). For the avoidance of doubt, Franchisee's obligations in this Section with respect to uniforms and appearances of the staff while working in a Licensed Business or a customer's home or business may be modified at any time for any reason under the Manuals.

7.10 Co-Branding. Franchisee may not engage in any co-branding in or in connection with the Licensed Business(es) except with Company's prior written consent. Company shall not be required to approve any co-branding chain or arrangement except in its sole and absolute discretion, and only if Company has recognized that co-branding chain as an approved co-brand for operation within "FLY ALLIANCE" Businesses. "Co-branding" includes the operation of an independent business, product line or operating system owned or licensed by another entity (not Company) that is featured or incorporated within Franchisee's business and operated in a manner which is likely to cause the public to perceive it to be related to the Licensed Business.

7.11 Intranet and Telephone Number.

7.11.1 Company may, at its option, establish and maintain an Intranet through which franchisees of Company may communicate with each other, and through which Company and Franchisee may communicate with each other and through which Company may disseminate the Manuals and Standards, updates thereto and other confidential information. Company shall have sole and absolute discretion and control over all aspects of the Intranet, including the content and functionality thereof. Company will have no obligation to maintain the Intranet indefinitely, and may dismantle it at any time without liability to Franchisee.

7.11.2 Franchisee shall have the mere privilege to use the Intranet, subject to Franchisee's strict compliance with the Standards, protocols and restrictions that Company may establish from time to time. Such standards and specifications, protocols and restrictions may relate to, among other things, (a) the use of abusive, slanderous or otherwise offensive language in electronic communications, (b) communications between or among franchisees that endorse or encourage Default of any franchisee's franchise agreement, or other agreement with Company or its Affiliates, (c) confidential treatment of materials that Company transmits via the Intranet or otherwise, (d) password protocols and other security precautions, including limitations on the number and types of individuals operating the Licensed Business(es) that may be granted access to the Intranet, (e) grounds and procedures for Company suspending or revoking a franchisee's access to the Intranet, and (f) a privacy policy governing Company's access to and use of electronic communications that franchisees post to the Intranet. Franchisee acknowledges that, as administrator of the Intranet, Company can technically access and view any communication that any person posts on the Intranet. Franchisee further acknowledges that the Intranet facility and all communications that are posted to it will become Company's property, free of any claims of privacy or privilege that Franchisee or any other person may assert.

7.11.3 Franchisee shall establish and continually maintain (during all times that the Intranet shall be established and until the termination of this Agreement) an electronic connection (the specifications of which shall be specified in the Manuals) with the Intranet that allows Company to send messages to and receive messages from Franchisee, subject to the Standards.

7.11.4 If Franchisee shall default under this Agreement or any other agreement with Company or its Affiliate, Company may, in addition to, and without limiting any other rights and remedies available to Company, disable or terminate Franchisee's access to the Intranet without Company having any liability to Franchisee, and in which case Company shall only be required to provide Franchisee a paper copy of the Manuals and the Standards and any updates thereto, if none have been previously provided to Franchisee, unless not otherwise entitled to the Manuals or Standards.

7.11.5 If Company has enabled the Intranet to facilitate Franchisee ordering goods and products from Company and other vendors, then to the maximum extent possible, Franchisee shall order and purchase through the Intranet all good and products available for purchase through the Intranet.

7.11.6 Franchisee agrees to maintain not less than one (1) laptop computer with mobile hotspot web access, and to provide to each technician who drives or works in a Mobile Unit to have one (1) activated and operational mobile telephone in his or her possession at all times while operating a Mobile Unit for communicating with Franchisee and Company, and receiving customer dispatches through the Dispatch System, which meets the Standards (which may be a device owned by Franchisee or by the individual operating the Licensed Business(es) provided that in either case such mobile device has an adequate data plan and all required applications and software prescribed by Company and shall not be listed in online or physical telephone directories). All "FLY ALLIANCE" related access, applications and software must be deleted and/or de-activated upon termination or expiration of this Amendment or the Franchise Agreement, and upon such individual operating the Licensed Business(es) leaving the employ or engagement of Franchisee. Upon termination or expiration of the Licensed Business, Company shall have the option to purchase, and in that event Franchisee shall sell, and cause each technician to sell, such mobile devices which it owns to Company, in accordance with Section 15.1.2. Company may suffer losses and damages if Franchisee or a technician diverts or transfers any such telephone numbers, facsimile/electronic communication lines, domain

names or weblinks (or permits their diversion or transfer) or uses them or permits their use for, or in connection with, any business other than the Licensed Business. Franchisee agrees that its commitment not to divert or misuse the telephone numbers, facsimile service/electronic communication lines, weblinks or domain names will survive termination of this Agreement for any reason, for the enduring benefit of the "FLY ALLIANCE" network as a whole.

7.12 Repair Rates. Company may, to the greatest extent permitted under Applicable Law, establish minimum or maximum repair rates, advertised price policies, and may advertise repair rates as part of the promotional programs which it sponsors for the public. Subject to Applicable Law to the contrary, if Company establishes such rates and/or policies for the Licensed Business, or if Licensee communicates to Company, by execution of a voluntary participation agreement or by another means established by Company that Franchisee has decided voluntarily to comply with suggested repair rates, Licensee will honor the established or agreed to rates and all of the other terms of such programs. Licensee acknowledges that Company and others will rely on such communications. Licensee will, by the execution of this Agreement, be obligated to comply with, and adhere to, all rates set by Company for National Accounts.

ARTICLE 8.
ADVERTISING AND CO-OPS

8.1 General Advertising Requirements. Franchisee shall only use and display approved advertising material provided, from time to time, by Company and shall use and display all material in accordance with Company's policies. Franchisee must obtain the prior written consent of Company to use and/or display any advertising materials, including, without limitation, all digital, electronic and print advertising, newspaper and magazine advertisements, direct mailers and mail coupons, not provided by Company. Franchisee shall submit all such materials to Company for approval and Company shall grant or deny such approval within fifteen (15) days of receiving the materials. If Company has not approved such materials within fifteen (15) days, the materials shall be deemed disapproved. Any advertising materials or concepts created by Franchisee and approved by Company shall be deemed the sole and exclusive property of Company. Company may, in its sole and absolute discretion, require Franchisee to cease using any advertising materials which it has previously approved and upon receiving notification from Company, Franchisee shall cease using such materials.

8.2 Local Advertising and Promotion. Each calendar year, Franchisee shall expend no less than two percent (2%) of its Gross Labor Revenue for local advertising of the Licensed Business(es) ("**Local Advertising Expenditure**"). Although not required to do so, Company strongly recommends that Franchisee expend an amount equal to three to five percent (3-5%) Gross Labor Revenue as its Local Advertising Expenditure during each year, on approved advertising programs. Franchisee shall deliver evidence of Local Advertising Expenditures in the form and manner prescribed by Company from time to time. Upon the request of Company, Franchisee shall provide an advertising plan which details the local advertising to be conducted over a twelve (12) month period on behalf of the Licensed Business. Company hereby reserves the right to reject all or part of such plan and Franchisee shall revise the plan in response thereto. Unless Company shall give its prior written consent, Franchisee shall not use the Local Advertising Expenditure for yellow page advertising, market-wide research, seminars, entertainment, fees paid to consultants not approved by Company, incentive programs, charitable contributions, press parties, or specialty items (unless part of a market-wide program approved by Company and the cost of the same is not recovered by promotion).

8.3 Advertising Fund.

8.3.1 Franchisee's Advertising Fee shall be applied to the Advertising Fund. An amount equal to all Advertising Fund revenues and allocations will be expended for national, regional, or local advertising, public relations or promotional campaigns or programs designed to promote and enhance the image, identity or patronage of franchised, and Company-owned (including Affiliate-owned) Businesses. Such expenditures may include, without limitation: (a) creative development, production and placement of print advertisements, commercials, musical jingles, decals, radio spots, audio advertising, point of purchase materials, direct mail pieces, literature, outdoor advertising, electronic media advertisements, pay-per-click internet advertisements (and related search engine optimization services and assistance) and other advertising and promotional material; (b) creative development, preparation,

production and placement of video, audio and written materials and electronic media, (c) purchasing artwork and other components for advertising; (d) media placement and buying, including all associated expenses and fees; (e) administering regional and multi-regional marketing and advertising programs; (f) market research, marketing studies and customer satisfaction surveys, including the use of secret shoppers; (g) development and production of, and, to the extent applicable, acquisition of, premium items, giveaways, promotions, contests, public relations events, and charitable or nonprofit events; (h) creative development of signage, posters, and individual décor items including wall graphics; (i) recognition and awards events and programs; (j) system recognition events, including periodic national and regional conventions and meetings; (k) website, extranet and/or Intranet development, implementation and maintenance; (l) development, implementation and maintenance of a website that permits electronic commerce, reservation system and/or related strategies; (m) retention and payment of advertising and promotional agencies and other outside advisors, including retainer and management fees; (n) public relations and community involvement activities and programs; (o) expenditures for activities conducted for the benefit of co-branding, or other arrangements where Approved Products and Services and/or services are offered in conjunction with other marks or through alternative channels of distribution; (p) development, amendment and revisions to the standards, policies and procedures set forth in the Manuals; and (q) payment to Company or its Affiliates, for internal expenses incurred in connection with the operation of its marketing/advertising department(s), if any, and the administration of the Advertising Fund.

8.3.2 Company may employ individuals, consultants or advertising or other agencies, including consultants or agencies owned by, operated by, or affiliated with Company, to provide services for the Advertising Fund. The Advertising Fund may be used to defray direct expenses of employees of Company and/or its Affiliates related to the operation of the Advertising Fund, to pay for attorneys' fees and other costs related to the defense of claims against the Advertising Fund or against Company relating to the Advertising Fund, and to pay costs with respect to collecting amounts due to the Advertising Fund.

8.3.3 Company shall determine, in its sole and absolute discretion, the cost, media, content, format, style, timing, allocation and all other matters relating to such advertising, public relations and promotional campaigns. Franchisee acknowledges that not all franchisees are or shall be required to contribute, or contribute the same percentage of Gross Labor Revenue, to the Advertising Fund. Nothing herein shall be construed to require Company to allocate or expend Advertising Fund contributions or allocations so as to benefit any particular franchisee, Franchisee or group of franchisees or franchisees on a pro rata or proportional basis or otherwise. Except as directed in writing by Company, Franchisee must participate in all advertising, marketing, promotions, research and public relations programs instituted by the Advertising Fund. Company may make copies of advertising materials available to Franchisee with or without additional reasonable charge, as determined by Company. Any additional advertising shall be at the sole cost and expense of Franchisee. The Advertising Fund shall, as available, provide to Franchisee marketing, advertising and promotional formats and sample materials at the Advertising Fund's direct cost of producing such items, plus shipping and handling. Company (or its Affiliates) may collect rebates, allowances and credits from designated and approved Suppliers based on purchases or sales by Franchisee and Company shall have the right to retain such sums for its own purposes, return such sums to be used by one or more franchisees, including for designated purposes, and use such sums for advertising the "FLY ALLIANCE" brand, or one or more of the foregoing purposes in Company's sole and absolute discretion. Any such contribution of such rebates or credits to the Advertising Fund shall not reduce Franchisee's obligation to pay the Advertising Fee. Company may include information regarding acquiring a franchise on or as a part of materials and items produced by or for the Advertising Fund.

8.3.4 Without limiting the foregoing, Company may do any of the following:

(a) employ individuals, consultants or advertising or other agencies, including consultants or agencies owned by, or operated by Company or its Affiliates, to provide services for the Advertising Fund;

(b) compensate Company and/or its Affiliates for internal expenses, including salaries, overhead and administrative expenses incurred in connection with the operation of its marketing/advertising

department(s), and the administration of the Advertising Fund, and to otherwise compensate Company and/or its Affiliates for expenses related to the operation of the Advertising Fund;

(c) pay for or charge the Advertising Fund for attorneys' fees and other costs related in any way to claims against Company, any of its Affiliates, and/or the Advertising Fund regarding or in connection with the Advertising Fund. However, Company will reimburse the Advertising Fund for any attorneys' fees and/or costs paid by the Advertising Fund in connection with any action in which Company is finally found to have acted unlawfully or to be guilty of wrongdoing with respect to the Advertising Fund;

(d) defer, waive and/or compromise claims with respect to the Advertising Fund;

(e) take legal or other action against any franchisee(s) in default of their obligations to the Advertising Fund and settle or compromise claims (and to pay related attorneys' fees and costs); and

(f) merge or combine the Advertising Fund with any marketing fund otherwise established for Businesses.

8.3.5 Company may transfer the Advertising Fees to a separate Entity to whom Company has assigned or delegated the responsibility to operate and maintain the Advertising Fund. Nothing herein shall be deemed to create a trust fund, and Company may commingle Advertising Fees with its general operating funds and expend such sums in the manner herein provided. For each Business that Company or any of its Affiliates operates, Company or such Affiliate will similarly allocate to the Advertising Fund the amount that would be required to be contributed to the Advertising Fund if it were a Licensed Business.

8.3.6 If less than the total of all contributions and allocations to the Advertising Fund are expended during any fiscal year, such excess may be accumulated for use during subsequent years. Company may spend in any fiscal year an amount greater or less than the aggregate contributions to the Advertising Fund in that year and may cause the Advertising Fund to borrow funds to cover deficits or invest surplus funds. If Company (or an Affiliate) advances money to the Advertising Fund, it will be entitled to be reimbursed for such advances. Any interest earned on monies held in the Advertising Fund may be retained by Company for its own use in its sole and absolute discretion. Within sixty (60) days following each fiscal year, Company shall prepare a statement of contributions and expenditures for the Advertising Fund and, upon Franchisee's written request, Company shall provide such information to Franchisee.

8.4 Co-op Advertising. Company may, but is not obligated to, from time to time establish regions for co-operative advertising ("Co-op Advertising Regions"), to coordinate advertising, marketing efforts and programs and maximizing the efficient use of local and/or regional advertising media.

8.4.1 If and when Company creates a Co-op Advertising Region for the region in which the Licensed Business(es) are located, Franchisee (and, if Company or an Affiliate of Company owns a Business in such Co-op Advertising Region, then Company or such Affiliate of Company), shall become a subscriber and member thereof and shall execute and participate in accordance with the subscription agreement and the Certificate of Incorporation and Bylaws of such Co-op Advertising Region on the forms prescribed by Company. The size and content of such regions, when and if established by Company, shall be binding upon Franchisee, and all other similarly situated franchisees and Company or such Affiliate of Company, if it operates Businesses in the Co-op Advertising Region. At all meetings of such Co-op Advertising Region each participating Franchisee, as well as Company (or such Affiliate), if applicable, shall be entitled to one vote for each Business located within such Co-op Advertising Region or such other vote as may reasonably be determined by Company.

8.4.2 Franchisee and other members of the Co-op Advertising Region, whose agreements require their participation, will contribute to the Co-op Advertising Region such amount as may be determined by Company; *provided, however*, the rate of contribution may be increased in excess of such amount from time to time upon the affirmative vote or consent of not less than a majority of the voting power of the Co-op Advertising Region, but the

Co-op Advertising Region may not reduce any minimum contribution rate established by Company (subject to the limitations set forth in this Section).

8.4.3 Subject to Section 8.4.1 of this Agreement, each Co-op Advertising Region will decide as to the usage of funds available to it for media time, production of media materials, whether for radio, television, newspapers or Business-level materials such as flyers, posters, or for any other type of advertising or marketing use, and then such Co-op Advertising Region shall in writing request approval from Company to use said funds in said manner. Company shall not withhold approval unreasonably, but no placement of advertising or commitment of advertising funds on behalf of a Co-op Advertising Region will be made without Company's prior written approval. Company reserves the right to establish general standards concerning the operation of the Co-op Advertising Region, advertising agencies retained by Co-op Advertising Region, and advertising programs conducted by Co-op Advertising Region. Any disputes (other than pricing) arising among or between Franchisee, other franchisees, and/or the Co-op Advertising Region may be resolved by Company, whose decision shall be final and binding on all parties. No Co-op Advertising Region may appoint or pay from the funds collected by the Co-op Advertising Region fees or costs of any advertising agency or buying group without the prior written permission of Company. Notwithstanding anything to the contrary contained in Section 8.4 of this Agreement, Company may impose upon any Co-op Advertising Region, additional requirements, limitations and duties with respect to usage of funds with respect to Businesses and the marketing and advertising of Businesses and the associated services.

8.5 Promotional Campaigns. From time to time during the term hereof, Company shall have the right to establish and conduct promotional campaigns on a national or regional basis, which may by way of illustration and not limitation promote particular products or marketing themes. Franchisee and each Co-op Advertising Region, if any, agrees to participate in such promotional campaigns upon such terms and conditions as Company may reasonably establish. Franchisee acknowledges and agrees that such participation may require Franchisee to purchase point of sale advertising material, posters, flyers, product displays and other promotional material (unless provided at no charge through the Advertising Fund).

8.6 Internet.

8.6.1 Franchisee shall not develop, create, generate, own, license, lease or use in any manner any computer medium or electronic medium (including any Internet home page, e-mail address, website, domain name, bulletin board, newsgroup or other Internet-related medium or activity) which in any way uses or displays, in whole or part, the Marks, or any of them, or any words, symbols or terms confusingly similar thereto without Company's prior written consent, and then only in such manner and in accordance with the Standards as Company may establish from time to time.

8.6.2 Company has established one or more Internet websites. Company shall have sole and absolute discretion over the design, content and functionality of such websites. Company may include one or more interior pages that identify Businesses operated under the Marks, including the Licensed Business, by among other things, geographic region, address, telephone number(s), and offered products and services. Such website(s) may also include one or more interior pages dedicated to the sale of franchises by Company and/or relations with Company's or its Affiliate's investors. Company may permit Franchisee to periodically select from Company's designated alternative design elements for an interior page (or portion thereof) dedicated to the Licensed Business. Such designated alternative design elements may change from time to time. Company will implement any such designated design elements or changes promptly, subject to Company's business needs and scheduling availability. Company may disable or terminate such website(s), in whole or in part, without Company having any liability to Franchisee.

8.6.3 Franchisee acknowledges and agrees that Company (or its Affiliates) is the owner of, and will retain all right, title and interest in and to (i) the domain name "www.flyalliance.com"; (ii) the URL: "www.flyalliance.com"; all existing and future domain names, URLs, future addresses and sub-addresses using the Marks in any manner; (iii) all computer programs and computer code (e.g., HTML, XML DHTML, Java) used for or on Company's website(s), excluding any software owned by third parties; (iv) all text, images, sounds, files, video, designs, animations, layout, color schemes, trade dress, concepts, methods, techniques, processes and data used in

connection with, displayed on, or collected from or through Company's website(s); and (v) all intellectual property rights in or to any of the foregoing.

8.6.4 Franchisee acknowledges that to competitively attract customers, Company may enter into agreements with Internet Referral Sources to refer customers to Company and its franchisees, including Franchisee, and Company may establish Standards governing the referral of customers derived via Internet Referral Sources. Franchisee must comply with these Standards, as amended by Company from time to time, and Company may condition Franchisee's right to receive and make referrals on Franchisee's compliance with these Standards. Company may provide a centralized billing system and/or other systems related to the administration or servicing of leads from Internet Referral Sources, and Company may charge Franchisee a fee, which shall not exceed five percent (5%) of the Gross Labor Revenue earned by Franchisee resulting from performance of services to customers from Internet Referral Sources. The fee will be in addition to, and will be calculated before deduction of, all other fees payable by Franchisee under this Agreement including with respect to National Accounts, Continuing Royalties and Advertising Fees. Company may deduct from Company's payments due to Franchisee any amounts Franchisee owes to Company. Franchisee shall not enter into any arrangement or agreement with an Internet Referral Source without Company's prior written consent.

8.6.5 Franchisee acknowledges that to competitively attract customers, Company may enter arrangements whereby various businesses ("**Referring Businesses**") enter into agreements with its customers whom the Referring Businesses agree to introduce to Company as potential servicing leads from such customers ("**Referred Customers**") in exchange for Company's agreement to reward the Referring Businesses with a commission on sales to the Referred Customers in an amount which Company may establish with the Referring Business not to exceed ten percent (10%) of the Total Ticket Price (defined below) ("**Referral Commission**"). Company shall pass down its obligation to pay Referral Commissions to the Referring Businesses to Franchisee. Accordingly, Franchisee shall pay Company the applicable Referral Commission on every sale made by Franchisee to a Referred Customer, which Company shall then pay to the Referring Businesses. The "**Total Ticket Price**" is equal to the Gross Labor Revenue derived by the Franchisee from the Referred Customer, exclusive of sales tax and prior to applying any discounts, credits, rebates, adjustments, and shipping, handling, insurance and related transportation costs. Company may refer these Referred Customers to its franchisees, including Franchisee, and Company may establish Standards governing the referral of Referred Customers derived from those Referring Businesses. Franchisee must comply with these Standards, as amended by Company from time to time, and Company may condition Franchisee's right to receive and make referrals on Franchisee's compliance with these Standards. Company may provide a centralized billing system and/or other systems related to the administration or servicing of leads from these Referring Businesses.

ARTICLE 9.
DISTRIBUTION AND PURCHASE OF EQUIPMENT, SUPPLIES, AND OTHER PRODUCTS

9.1 Designated Products and Services. Company may, from time to time throughout the Term, require that Franchisee purchase, use, offer, promote, provide and/or maintain certain tools, supplies, replacement parts, products and/or services from Company or Company's Affiliates (if Company or its Affiliates sell the same) or from Suppliers designated by Company (the "**Designated Products and Services**"). The Designated Products and Services may include: (i) products that bear the "FLY ALLIANCE" Mark or Marks; (ii) ink, toner, consumables, tools, supplies, replacement parts, accessories, fixtures, furnishings, equipment, uniforms, supplies, stationary, packaging, forms, computer hardware, software, modems and peripheral equipment and other items, whose quality or other specifications Company deems to be of significant importance to the Business(es) or which are produced or manufactured in accordance with Company's specifications and/or formulas, and products and services which Company selects as Designated Products and Services, and (iii) services, including remote computer maintenance and data backup, computer repair, monitoring, training, and other items of service such as provided by organizations that provide referrals to or pre-screen service professionals that Company may authorize Franchisee from time to time to use to provide additional and/or specialized support and assistance to customers. Company shall not be obligated to reveal Trade Secrets, specifications and/or formulas of such Designated Products and Services to Franchisee, non-designated suppliers, or any other third parties. Franchisee shall purchase Designated Products and Services only from Company or its Affiliates (if they sell the same), or Company's designees.

9.2 Ancillary Products and Services. Company may designate certain products and services, such as merchandise, fixtures, furnishings, equipment, uniforms, supplies, paper goods, services, packaging, forms, Information Systems, and other products, supplies, services and equipment, some of which may be restricted to designated brands and models, other than Designated Products and Services, which Franchisee may or must use and/or offer and sell in connection with the Licensed Business(es) ("**Ancillary Products and Services**"). Franchisee may, but shall not be obligated to, purchase such Ancillary Products and Services from Company or its Affiliates, if Company or such Affiliates, supply the same. Franchisee may use, offer or sell only such Ancillary Products and Services that Company has expressly authorized, and that are purchased or obtained from Company or one of Company's Affiliates or a producer, manufacturer, distributor, supplier, vendor or service provider ("**Supplier**") designated or approved by Company pursuant to Section 9.2.2 of this Agreement.

9.2.1 Franchisee may purchase authorized Ancillary Products and Services from (i) Company or its Affiliates (if they sell the same); (ii) Suppliers designated or approved by Company; or (iii) Suppliers selected by Franchisee and approved in writing by Company prior to Franchisee making such purchase(s). Each such Supplier approved in writing by Company must comply with Company's usual and customary requirements regarding insurance, indemnification, and non-disclosure, and shall have demonstrated to the reasonable satisfaction of Company: (a) its ability to supply an Ancillary Product or Service meeting the specifications of Company, which may include specifications as to brand name, model, contents, manner of preparation or installation, quality, and compliance with governmental standards and regulations; (b) its reliability with respect to delivery and the consistent quality of its products or services; and (c) its ability to meet such other requirements as determined by Company to be in the best interest of the System.

9.2.2 If Franchisee should desire to procure authorized Ancillary Products and Services from a Supplier other than Company or a Supplier previously approved or designated by Company (and not subsequently disapproved), Franchisee shall deliver written notice to Company of its desire to seek approval of such Supplier, which notice shall (a) identify the name and address of such Supplier, (b) contain such information as may be requested by Company or required to be provided pursuant to the Standards (which may include reasonable financial, operational and economic information regarding its business and its product), and (c) identify the authorized Ancillary Products and Services desired to be purchased from such proposed Supplier. Company shall, upon request of Franchisee, furnish to Franchisee the general, but not manufacturing, specifications for such Ancillary Products and Services if such are not contained in the Manuals. Company may thereupon request that the proposed Supplier furnish Company at no cost to Company, product samples, specifications and such other information as Company may require. Company or its representatives, including qualified third parties, shall also be permitted to inspect the facilities of the proposed Supplier and establish economic terms, delivery, service and other requirements consistent with other distribution relationships for other Businesses.

9.2.3 Company will use its good faith efforts to notify Franchisee of its decision within sixty (60) days after Company's receipt of Franchisee's request for approval and other requested information and items in full compliance with this Section 9.2.3; should Company not deliver to Franchisee, within sixty (60) days after it has received such notice and all information and other items requested by Company in order to evaluate the proposed Supplier, a written statement of approval with respect to such Supplier, such Supplier shall be deemed disapproved as a Supplier of the authorized Ancillary Products and Services described in such notice. Nothing in this article shall require Company to approve any Supplier, and without limiting Company's right to approve or disapprove a Supplier in its sole and absolute discretion, Franchisee acknowledges that it is generally disadvantageous to the System from a cost and service basis to have more than one Supplier in any given market area and that among the other factors Company may consider in deciding whether to approve a proposed Supplier, it may consider the effect that such approval may have on the ability of Company and its franchisees to obtain the lowest distribution costs and on the quality and uniformity of products offered system-wide. Without limiting the foregoing, Company may disapprove a proposed Supplier, if in Company's opinion, the approval of the proposed Supplier would disrupt or adversely impact Company's national or regional distributional arrangements. Company may also determine that certain Ancillary Products and Services shall be limited to a designated brand or brands set by Company. Company may revoke its approval upon the Supplier's failure to continue to meet any of Company's criteria. Franchisee agrees that at such times that Company establishes a regional purchasing program for any of the parts and other supplies and materials

used in the preparation and performance of Approved Products and Services or other Ancillary Products and Services used in the operation of the Licensed Business, which may benefit Franchisee by reduced price, lower labor costs, production of improved products, increased reliability in supply, improved distribution, raw material cost control (establishment of consistent pricing for reasonable periods to avoid market fluctuations), improved operations by Franchisee or other tangible benefits to Franchisee, Franchisee will participate in such purchasing program in accordance with the terms of such program.

9.2.4 As a further condition of its approval, Company may require a Supplier to agree in writing: (i) to provide from time to time upon Company's request free samples of any Ancillary Product or Service it intends to supply to Franchisee, (ii) to faithfully comply with Company's specifications for applicable Ancillary Products and Services sold by it, (iii) to sell any Ancillary Product or Service bearing Company's Marks only to Franchisee, and with Company's prior written consent, to other "FLY ALLIANCE" Business franchisees of Company and only pursuant to a trademark license agreement in form prescribed by Company, (iv) to provide to Company duplicate purchase invoices for Company's records and inspection purposes and (v) to otherwise comply with Company's reasonable requests.

9.2.5 Franchisee or the proposed Supplier shall pay to Company in advance (or upon Company's request, reimburse Company for) all of Company's reasonably anticipated costs in reviewing the application of the Supplier to service Franchisee and all current and future reasonable costs and expenses, including Travel Expenses, related to inspecting, re-inspecting and auditing the Suppliers' facilities, equipment, and products, and all product testing costs paid by Company to third parties.

9.2.6 Franchisee shall at all times remain current and fully comply and perform each of its obligations to its lessors, vendors and Suppliers.

9.3 Purchases from Company or its Affiliates.

9.3.1 All services, goods, products, parts and supplies purchased from Company or its Affiliates ("**Company-provided Items**") shall be purchased in accordance with the purchase order format issued from time to time by Company (or the applicable Affiliate), the current form of which shall be set forth in the Manuals, and in accordance with the policies set forth in the Manuals, if any. Company (or such Affiliate) may change the prices, delivery terms and other terms relating to its sale of Company-provided Items to Franchisee on prior written notice. Such prices shall be Company's (or the Affiliate's) then-current prices, which may change from time to time. Franchisee further acknowledges that prices Company (or the applicable Affiliate) charges to Franchisee may include a mark-up and profit to Company (or its Affiliate's) and may be higher than Company's (or its Affiliate's) internal prices allocated or charged to Company or Affiliate owned Businesses. Company (or the applicable Affiliate) in its sole and absolute discretion, may discontinue the sale of any goods or services at any time if in Company's (or the applicable Affiliate) judgment its continued sale becomes unfeasible, unprofitable, or otherwise undesirable. Company (or the applicable Affiliate) shall not be liable to Franchisee for unavailability of, or delay in shipment or receipt of, merchandise because of temporary product shortages, order backlogs, production difficulties, delays, unavailability of transportation, fire, strikes, work stoppages, or other causes beyond the reasonable control of Company (or the applicable Affiliate). If any Company-provided Items sold by Company (or the applicable Affiliate) are not in sufficient supply to fully fulfill all orders therefor, Company (or the applicable Affiliate) may allocate the available supply among itself, its Affiliates and others, including Franchisee and other franchisees, in any way Company (or the applicable Affiliate) deems appropriate, which may result in Franchisee not receiving any allocation of certain Company-provided Items as a result of a shortage. All product orders by Franchisee shall be subject to acceptance by Company (or the applicable Affiliate) at Company's (or the applicable Affiliate's) designated offices, and Company (or the applicable Affiliate) reserves the right to accept or reject, in whole or in part, any order placed by Franchisee. Franchisee shall submit to Company (or the applicable Affiliate), upon written request, financial statements which contain sufficient information to enable Company to determine the credit limits, if any, to be extended to Franchisee. Company (or the applicable Affiliate), in its sole and absolute discretion, may establish the credit terms, if any, upon which it will accept Franchisee's orders, and may require Franchisee to pay for orders on a cash-in-advance or cash-on-delivery basis.

9.3.2 Company may collect rebates and credits in the form of cash or services or otherwise from approved and designated Suppliers based on purchases or sales by Franchisee and Company shall have the right to retain such sums for its own purposes, return such sums to be used by one or more franchisees, including for designated purposes, and use such sums for advertising the "FLY ALLIANCE" brand, or one or more of the foregoing purposes in Company's sole and absolute discretion, notwithstanding any designation by the Supplier or otherwise.

9.3.3 On the expiration or termination of this Agreement, or in the event of any default by Franchisee of this Agreement, Company (or the applicable Affiliate) shall not be obliged to fill or ship any orders then pending or, in the case of termination or non-renewal, made any time thereafter by Franchisee, and Company may notify its designated or approved Suppliers of any impending termination or expiration of this Agreement and may, among other things, instruct such Suppliers to deliver only such quantity of Designated Products and Services as is reasonably necessary to supply Franchisee's needs prior to the expiration or termination date of this Agreement.

9.3.4 From time to time upon Company's (or the applicable Affiliate's) request, Franchisee shall promptly estimate the level of purchases that Franchisee expects to make from Company (or the applicable Affiliate) over the two-week period, or other period requested by Company, following the date of the request.

9.4 Test Marketing. Company may, in its sole discretion, from time to time, authorize Franchisee to test market products and/or services in connection with the operation of the Licensed Business. Franchisee shall cooperate with Company in connection with the conduct of such test marketing and shall comply with Company's rules and regulations established from time to time in connection herewith.

9.5 Warranty Programs. Company may establish a warranty program and may revise the program from time to time as Company deems appropriate. Franchisee, acting on its own behalf, shall deliver to its customers warranties on terms and conditions Company determines from time to time and on such forms as Company may furnish to Franchisee. Franchisee shall perform promptly all of the terms and conditions of all such warranties. Franchisee shall have sole responsibility for all such warranties (even though the terms and conditions have been established by Company) and for performance of any other warranties provided by Franchisee. Franchisee agrees to comply with all policies and procedures on warranty programs established by Company and keeping records with respect to Franchisee reimbursement claims. Franchisee acknowledges and agrees that all warranty and other services hereunder are performed by Franchisee as an independent contractor and not as an agent of Company. Franchisee has no authority to make and shall not make any warranty or representation to others on behalf of Company. Without limiting the generality of the foregoing, Company may establish Standards and policies whereby franchisees may or must provide warranty work with respect to aircraft previously serviced by another franchisee, or by Company or its Affiliates, where it is inconvenient or otherwise impractical for the customer to return to the airport or franchisee who originally provided the service, and for the franchisee performing such warranty work to receive, at its customary rates, reimbursement for the follow up warranty work from franchisee who originally provided the service.

9.6 Customer Reporting and Complaints.

9.6.1 Franchisee may not divulge such customer names, addresses or other information, with or without remuneration, to any third party. Franchisee shall respond promptly to each customer inquiry or complaint and resolve all reasonable complaints to the customer's satisfaction. Company may establish privacy policies, and upon notification of the same, Franchisee shall cause such privacy policies to be implemented in its Licensed Business.

9.6.2 At Company's request, Franchisee shall purchase, use and display during all operating hours customer comment and other cards in the manner specified in the Manuals, or use other physical and electronic methods to gather customer information and comments regarding their experience with the Licensed Business(es), or "FLY ALLIANCE" Businesses in general.

9.7 Consignment. Company may, in its sole and absolute discretion permit Franchisee to obtain inventory and parts on a consignment basis (collectively, the "**Consigned Parts**") from one of its Affiliates (collectively, "**Consigning Party**"). All Consigned Parts provided by the Consigning Party for use in providing

Approved Products and Services will at all times remain the property of the Consigning Party. Franchisee shall be liable for the cost of any inventory discrepancies and shrinkage of the Consigned Parts, including the replacement cost of any Consigned Parts. Franchisee agrees to comply with the Standards and other requirements that Company may establish or revise from time to time related to Consigned Parts. Franchisee shall only use a Consigned Part for Approved Products and Services. The Consigning Party shall invoice Franchisee for a Consigned Part and Franchisee shall pay the Consigning Party for the Consigned Part upon use in Approved Products and Services. For clarity, Company is not obligated to offer the Consigned Parts described in this Section 9.7 and may cease doing so at any time without notice.

ARTICLE 10.
REPORTS, BOOKS AND RECORDS, INSPECTIONS

10.1 General Reporting. Franchisee shall, as and when specified by Company, submit to Company statistical control forms and such other financial, operational and statistical information (by paper, facsimile, email, or other method of transmission) as Company may require to: (i) assist Franchisee in the operation of the Licensed Business(es) in accordance with the System; (ii) allow Company to monitor Franchisee's Gross Labor Revenue, purchases, costs and expenses; (iii) enable Company to develop chain wide statistics which may improve bulk purchasing; (iv) assist Company in the development of new products and services or the removal of existing unsuccessful Approved Products and Services; (v) enable Company to refine existing Approved Products and Services; (vi) generally improve chain-wide understanding of the System (collectively, the "**Information**"). Without limiting the generality of the foregoing:

10.1.1 Unless otherwise agreed by Company in writing, Franchisee shall also submit condensed reports (by paper, facsimile, email, or other method of transmission) of Gross Labor Revenue to Company on a weekly basis in accordance with the guidelines established by Company. Franchisee will electronically link the Licensed Business(es) to Company and will allow Company to poll at times selected by Company, the Licensed Business(es) Information Systems to retrieve Information including sales, sales mix, usage, and operations data.

10.1.2 On or before the seventh (7^{th}) day following each Accounting Period during the Term hereof, Franchisee shall submit a Gross Labor Revenue report signed by Operating Principal on a form prescribed by Company, reporting all Gross Labor Revenue for the preceding Accounting Period, together with such additional financial information as Company may from time to time request.

10.1.3 On or before the forty-fifth (45^{th}) day following each calendar quarter during the Term hereof, Franchisee shall submit to Company financial statements for the preceding calendar quarter, including a balance sheet and profit and loss statement, prepared in the form and manner prescribed by Company and in accordance with generally accepted accounting principles, which shall be certified by Franchisee to be accurate and complete.

10.1.4 Within ninety (90) days following the end of each calendar year, Franchisee shall submit to Company an unaudited annual financial statement prepared in accordance with generally accepted accounting principles, and in such form and manner prescribed by Company, which shall be certified by Franchisee to be accurate and complete. Franchisee shall also provide Company with copies of signed original VAT, sales and use tax forms contemporaneously with their filing with the appropriate state or local authority. Company reserves the right to require such further information concerning the Licensed Business(es) as Company may from time to time reasonably request.

10.2 Inspections. Company's authorized representatives shall have the right, from time to time, to enter upon the entire premises of the Office and any Licensed Business during business hours, to examine same, conferring with Franchisee's staff, inspecting and checking operations, products, services, and determining whether the business is being conducted in accordance with this Agreement, the System and the Manuals and Standards. Company shall use reasonable efforts to avoid materially disrupting the operation of the Licensed Business. If any such inspection indicates any deficiency or unsatisfactory condition with respect to any matter required under this Agreement or the

Manuals and Standards, including quality, cleanliness, service, health and authorized product line, Company will notify Franchisee in writing of Franchisee's non-compliance with the Manuals, the Standards, System, or this Agreement and Franchisee shall promptly correct or repair such deficiency or unsatisfactory condition. In accordance with Section 7.4, Company may require Franchisee to take and thereafter Franchisee shall take, immediate corrective action, which action may include temporarily closing the Licensed Business. If Franchisee does not achieve satisfactory results on any inspection, Franchisee must reimburse Company for all costs of such inspection and any follow up inspections until the identified problems have been corrected.

10.3 Audits. Franchisee shall prepare, and keep for not less than seven (7) years following the end of each of its fiscal years, or such longer period required under Applicable Law, adequate books and records showing daily receipts in, at, and from each Licensed Business, applicable VAT, sales and use tax returns (if any), for the Licensed Business, all pertinent original serially numbered sales slips and cash register records for the Licensed Business, and such other sales records as may be reasonably required by Company from time to time to verify Gross Labor Revenue and purchases reported by Franchisee to Company, in a form suitable for an audit of its records by an authorized auditor or agent of Company. Such information shall be broken down by categories of goods, products, services, offered and sold, where possible. Company, its agents or representatives may, at any reasonable time during normal working hours, audit or review Franchisee's books and records at the Office, in accordance with generally accepted standards established by certified public accountants. Company may also conduct the audit at a site other than the Office, and Franchisee shall provide all information to Company, its agents or representatives, promptly upon demand (but not later than five (5) days following the date of the request). If any audit or other investigation reveals an under-reporting or under-recording error, then upon demand Franchisee shall pay the amount determined to be owed, plus interest at the highest compound rate permitted by Applicable Law, but not to exceed the rate of eighteen percent (18%) per annum. In addition, if any such audit or other investigation reveals an under-reporting or under-recording error of two percent (2%) or more, then in addition to any other sums due and in addition to any other rights and remedies it may have, including the right to terminate this Agreement as provided in Article 14, the expenses of the audit/inspection shall be borne and paid by Franchisee upon billing by Company, which shall include Company's travel, lodging, wage expense and reasonable accounting and legal expense. Without limiting the foregoing, if such audit or other investigation reveals an under-reporting or under-recording error of five percent (5%) or more, Company, in addition to any other rights and remedies it may have, including the right to terminate this Agreement as provided in Article 14, may require Franchisee to maintain and deliver to Company from time to time, financial statements audited by an independent certified public accountant. In addition, if an audit or investigation conducted by Company discloses that Franchisee has knowingly maintained false books or records or submitted false reports to Company, or knowingly understated its Gross Labor Revenue or withheld the reporting of same, Company has the right to terminate this Agreement as provided in Article 14.

10.4 Books and Records. Franchisee shall maintain an accounting and record keeping system, in accordance with sound business practices, which shall provide for basic accounting information necessary to prepare financial statements, a general ledger, and reports required by this Agreement and the Manuals. Franchisee shall maintain accurate, adequate and verifiable books and supporting documentation relating to such accounting information.

10.5 Customer Lists. Franchisee agrees to develop and maintain an electronic database that contains the name and contact information of, a description of the type and cost of the services performed for, and other information as may be prescribed by Company from time to time relating to, each customer that has engaged Franchisee to provide Approved Products and Services (the "**Customer List**"). In partial consideration for the license to use the Marks and the System, and for the training Franchisee receives hereunder, Franchisee assigns and transfers to Company all rights or interests that Franchisee has or may have in the Customer List, as constituted from time to time, with the result that the Customer List shall be and remain Company's sole property and be deemed to constitute a Company Trade Secret. Company grants Franchisee the right and license to use the Customer List during the Term solely for the purposes this Agreement states, but for no other purpose. Franchisee shall maintain and use the Customer List in strict compliance with any privacy policy that Company adopts.

ARTICLE 11.
TRADEMARKS

11.1 Use of Marks. Subject to Section 11.7 of this Agreement, each Licensed Business shall be named "FLY ALLIANCE" with only such additional prefix or suffix as may be required by Company from time to time. Franchisee shall use and display such of Company's trade dress, Marks, and such signs, advertising and slogans only as Company may from time to time prescribe or approve. Upon expiration or sooner termination of this Agreement, Company may, if Franchisee does not do so, execute in Franchisee's name and on Franchisee's behalf, any and all documents necessary in Company's judgment to end and cause the discontinuance of Franchisee's use of the trade dress and Marks and Company is hereby irrevocably appointed and designated as Franchisee's attorney-in-fact so to do. Franchisee shall not imprint or authorize any person to imprint any of the Marks on any product without the prior written consent of Company. Franchisee shall not use the Marks in connection with any offering of securities or any request for credit without the prior written consent of Company. Company may withhold or condition any approval related to the Marks, including those described in this Section, in its sole and absolute discretion. During the Term, Franchisee shall identify the Licensed Business as an independently owned and operated franchise of Company, in the form and manner specified by Company, including on all invoices, order forms, receipts, checks, business cards, on posted notices displayed on the Licensed Business(es) and in other media and advertisements as Company may direct from time to time.

11.2 Non-Use of Trade Name. Franchisee shall not use Company's Marks, or Company's trade name, or any words or symbols which are confusingly phonetically or visually similar to the Marks, as all or part of Franchisee's name.

11.3 Use of Other Trademarks. Franchisee shall not display the trademark, service mark, trade name, insignia or logotype of any other person or Entity in connection with the operation of the Licensed Business(es) without the prior written consent of Company, which may be withheld in its sole and absolute discretion.

11.4 Non-ownership of Marks. Nothing herein shall give Franchisee, and Franchisee shall not assert, any right, title or interest in Company's trade dress, or to any of the Marks or the goodwill annexed thereto, except a mere privilege and license during the Term, to display and use the same according to the terms and conditions herein contained.

11.5 Defense of Marks. If Franchisee receives notice, or is informed, of any claim, suit or demand against Franchisee on account of any alleged infringement, unfair competition, or similar matter on account of its use of the Marks in accordance with the terms of this Agreement, Franchisee shall promptly notify Company of any such claim, suit or demand. Thereupon, Company shall take such action as it may deem necessary and appropriate to protect and defend Franchisee against any such claim by any third party. Franchisee shall not settle or compromise any such claim by a third party without the prior written consent of Company. Company shall have the sole right to defend, compromise or settle any such claim, in its sole and absolute discretion, at Company's sole cost and expense, using attorneys of its own choosing, and Franchisee shall cooperate fully with Company in connection with the defense of any such claim. Franchisee may participate at its own expense in such defense or settlement, but Company's decisions with regard thereto shall be final.

11.6 Prosecution of Infringers. If Franchisee shall receive notice or is informed or learns that any third party, which it believes to be unauthorized to use Company's trade dress or Marks, is using Company's trade dress or Marks or any variant thereof, Franchisee shall promptly notify Company of the facts relating to such alleged infringing use. Thereupon, Company shall, in its sole and absolute discretion, determine whether or not it wishes to take any action against such third person on account of such alleged infringement of the trade dress and/or Marks. Franchisee shall have no right to make any demand against any such alleged infringer or to prosecute any claim of any kind or nature whatsoever against such alleged infringer for or on account of such infringement.

11.7 Modification of Marks. From time to time, in the Manuals or in directives or bulletins supplemental thereto, Company may add to, delete or modify any or all of the Marks and trade dress. Franchisee shall, at its cost

and expense, use, or cease using, as may be applicable, the Marks and/or trade dress, including any such modified or additional trade names, trademarks, service marks, logotypes and commercial symbols, in strict accordance with the procedures, policies, rules and regulations contained in the Manuals or in written directives issued by Company to Franchisee, as though they were specifically set forth in this Agreement. Except as Company may otherwise direct, Franchisee shall implement any such change within sixty (60) days after notice thereof by Company, at Franchisee's expense.

11.8 Acts in Derogation of the Marks. Franchisee agrees that Company's trade dress and the Marks are the exclusive property of Company and/or its Affiliates and Franchisee now asserts no claim and will hereafter assert no claim to any goodwill, reputation or ownership thereof by virtue of Franchisee's licensed and/or franchised use thereof, or otherwise. Franchisee further agrees that it is familiar with the standards and high quality of the use by Company and others authorized by Company of the trade dress and Marks in the operation of Businesses, and agrees that Franchisee will maintain this standard in its use of the Marks and trade dress. All use of the Marks and trade dress by Franchisee inures to the benefit of Company. Franchisee shall not contest or assist anyone in contesting at any time during or after the Term, in any manner, the validity of any Mark or its registration, and shall maintain the integrity of the Marks and prevent their dilution. Franchisee shall not do or permit any act or thing to be done in derogation of any of the rights of Company or its Affiliates in connection with the same, either during the Term of this Agreement or thereafter, and will use the Marks and Company's trade dress only for the uses and in the manner licensed and/or franchised hereunder and as herein provided. Without limiting the foregoing, Franchisee shall not (i) interfere in any manner with, or attempt to prohibit, the use of Company's trade dress and/or the Marks by any other franchisee or licensee of Company; or (ii) divert or attempt to divert any business or any customers of the Licensed Business(es) to any other person or Entity, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks.

11.9 Assumed Name Registration. If Franchisee is required to do so by Applicable Law, Franchisee shall promptly upon the execution of this Agreement file with applicable Governmental Authorities, a notice of its intent to conduct its business under the name "FLY ALLIANCE" with only such additional prefix or suffix as may be required by Company from time to time. Promptly upon the expiration or termination of this Agreement for any reason whatsoever, Franchisee shall promptly execute and file such documents as may be necessary to limit, revoke or terminate such assumed name registration in connection with the Licensed Business, and if Franchisee shall fail to promptly execute and file such documents as may be necessary to effectively revoke and terminate such assumed name registration, Franchisee hereby irrevocably appoints Company as its attorney-in-fact to do so for and on behalf of Franchisee.

ARTICLE 12.
COVENANTS REGARDING OTHER BUSINESS INTERESTS

12.1 Non-Competition. Franchisee acknowledges that the System and the Standards are distinctive and have been developed by Company and/or its Affiliates at great effort, time, and expense, and that Franchisee has regular and continuing access to valuable and confidential information, training, and Trade Secrets regarding the System and the Standards. Franchisee recognizes its obligations to keep confidential such information as set forth herein. Franchisee therefore agrees and shall cause each of the Restricted Persons to agree in writing on a form provided by Company that, except to the extent such restriction is prohibited by Applicable Law:

12.1.1 During the Term, no Restricted Person shall in any capacity, either directly or indirectly, through one or more affiliated Entities, (i) engage in any Competitive Activities at any location, unless Company shall provide prior written consent thereto, or (ii) divert or attempt to divert any business or any customers of the Licensed Business(es) to any other person or Entity, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks.

12.1.2 To the greatest extent enforceable under Applicable Law, upon (i) the expiration or termination of this Agreement, (ii) the occurrence of any Assignment, or (iii) the cessation of any Restricted Person's relationship with Franchisee; each person who was a Restricted Person before such event shall not for a period of

twenty four (24) months thereafter, engage in any Competitive Activities within an area within one hundred (100) miles from both each Authorized Airport and the Office, without Company's prior written consent. In applying for such consent, Franchisee will have the burden of establishing that any such activity by it will not involve the use of benefits provided under this Agreement or constitute unfair competition with Company or other franchisees or area developers of Company.

12.2 Trade Secrets.

12.2.1 Company possesses and continues to develop, and during the course of the relationship established hereunder, Restricted Persons may have access to, proprietary and confidential information, including the Trade Secrets, proprietary software (and related documentation), specifications, procedures, concepts and methods and techniques of developing and operating a Business and producing Approved Products and Services. Company may disclose certain of its Trade Secrets to Restricted Persons in the Manuals, bulletins, supplements, confidential correspondence, or other confidential communications, and through Company's training program and other guidance and management assistance, and in performing Company's other obligations and exercising Company's rights under this Agreement. "Trade Secrets" shall not include information which: (a) has entered the public domain other than by the breach of an obligation of confidentiality owed (by anyone) to Company or its Affiliates; (b) was known to Franchisee prior to Company's disclosure of such information to Franchisee, and prior to collection and/or assembly of such information at the direction or request of Company pursuant to this Agreement (e.g., Customer Lists), other than by the breach of an obligation of confidentiality owed (by anyone) to Company or its Affiliates; (c) becomes known to the Restricted Persons from a source other than Company or its Affiliates and other than by the breach of an obligation of confidentiality owed (by anyone) to Company or its Affiliates; or (d) other than Customer Lists, was independently developed by Franchisee without the use or benefit of any of Company's Trade Secrets. The burden of proving the applicability of the foregoing will reside with Franchisee.

12.2.2 No Restricted Person shall acquire any interest in the Trade Secrets other than to the extent this Agreement grants them right to use them in developing and operating the Licensed Business(es) during the Term in accordance with the Standards. A Restricted Person's duplication or use of the Trade Secrets in any other endeavor or business shall constitute an unfair method of competition. Each Restricted Person shall: (i) not use the Trade Secrets in any business or other endeavor other than in connection with the Licensed Business; (ii) maintain absolute confidentiality of the Trade Secrets during and after the Term; and (iii) make no unauthorized copy of any portion of the Trade Secrets, including the Manuals, bulletins, supplements, confidential correspondence, or other confidential communications, whether written or oral. Franchisee shall operate the Licensed Business(es) and implement all reasonable procedures prescribed from time to time by Company to prevent unauthorized use and disclosure of the Trade Secrets, including, implementing restrictions and limitations as Company may prescribe on disclosure to staff and obtaining written non-disclosure and non-competition covenants in a form approved by Company from any individual operating the Licensed Business(es) and others who may have access to the Trade Secrets. Promptly upon Company's request, Franchisee shall deliver executed copies of such agreements to Company. If Franchisee has any reason to believe that any individual operating the Licensed Business(es) has violated the provisions of the confidentiality and noncompetition agreement, Franchisee shall promptly notify Company and shall cooperate with Company to protect Company against infringement or other unlawful use including, but not limited to, the prosecution of any lawsuits if, in the judgment of Company, such action is necessary or advisable. Without limiting the foregoing, Company may also impose reasonable restrictions and conditions, from time to time, on the disclosure of financial or statistical information in connection with the sale or potential sale of the Licensed Business(es), including the execution of confidentiality agreements.

12.2.3 Notwithstanding anything herein to the contrary, in view of the importance of the Marks and the Trade Secrets and the incalculable and irreparable harm that would result to the parties in the event of a default of the covenants and agreements set forth herein in connection with Trade Secrets and Marks, the parties agree that each party shall have the right in a proper case to obtain specific performance, temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction to enforce the covenants and agreements in this Agreement, in addition to any other relief to which such party may be entitled at law or in equity. Each party submits to the exclusive jurisdiction of the courts of the State of Florida and the U.S. federal courts sitting

in Orlando, Florida for purposes thereof. The parties agree that venue for any such proceeding shall be the state and federal courts located in Orlando, Florida. Franchisee agrees that Company may have temporary or preliminary injunctive relief without bond, but upon due notice, and Franchisee's sole remedy in the event of the entry of such injunctive relief will be the dissolution of the injunctive relief, if warranted, upon hearing duly had (all claims for damages by reason of the wrongful issuance of any the injunction being expressly waived).

12.3 Confidentiality and Press Releases. Franchisee shall not disclose the substance of this Agreement to any third party except as necessary to inform vehicle lessors from which it is seeking leases or lessors which are parties to vehicle leases in order to obtain renewals of, or avoid terminations of, such leases or as necessary to obtain any Licenses or other approvals, or to the extent required by Applicable Law, provided that Franchisee shall give Company prior notice of such disclosure. Unless disclosure is required by Applicable Law, no public communication, press release or announcement regarding this Agreement, the transactions contemplated hereby or the operation of the Licensed Business(es) or any Crisis Management Event shall be made by Franchisee without the prior written consent of Company in advance of such press release announcement, or public communication.

12.4 Effect of Applicable Law. In the event any portion of the covenants in this Article violate Applicable Law, or is held invalid or unenforceable in a final judgment to which Company and Franchisee are parties, then the maximum legally allowable restriction permitted by law shall control and bind Franchisee. Company may at any time unilaterally reduce the scope of any part of the above covenants, and Franchisee shall comply with any such reduced covenant upon receipt of written notice. The provisions of this Article shall be in addition to and not in lieu of any other confidentiality obligation of Franchisee, or any other person, whether pursuant to another agreement or pursuant to Applicable Law.

12.5 Business Practices. Franchisee represents, warrants and covenants to Company that:

12.5.1 As of the date of this Agreement, Franchisee and each of its Owners shall be and, during the Term shall remain, in full compliance with all Applicable Law in the performance of its obligations under this Agreement and all related activities, including the following prohibitions:

(a) No government official, official of an international organization, political party or official thereof, or candidate is an Owner or has any investment interest in the revenues or profit of Franchisee;

(b) None of the property or interests of Franchisee or any of its Owners is subject to being "blocked" under any Anti-Terrorism Laws. Neither Franchisee, nor any of its respective funding sources (including any legal or beneficial owner of any Equity in Franchisee) or any of its Affiliates is or has ever been a terrorist or suspected terrorist within the meaning of the Anti-Terrorism Laws or identified by name or address on any Terrorist List. Each of Franchisee and its Owners are in compliance with Applicable Law, including all such Anti-Terrorism Laws;

(c) Neither Franchisee nor any of its Owners conducts any activity, or has failed to conduct any activity, if such action or inaction constitutes a money laundering crime, including any money laundering crime prohibited under the International Money Laundering Abatement and Anti-Terrorist Financing Act, as amended, and any amendments or successors thereto; and

(d) Franchisee is neither directly nor indirectly owned or controlled by the government of any country that is subject to a United States embargo, nor does Franchisee or its Owners act directly or indirectly on behalf of the government of any country that is subject to a United States embargo.

12.5.2 Franchisee has taken all necessary and proper action required by Applicable Law and has the right to execute this Agreement and perform under all of its terms. Franchisee shall implement and comply with anti-money laundering policies and procedures that incorporate "know-your-customer" verification programs and such other provisions as may be required by Applicable Law.

12.5.3 Franchisee shall implement procedures to confirm, and shall confirm, that (a) none of Franchisee, any person or entity that is at any time a legal or beneficial owner of any interest in Franchisee or that provides funding to Franchisee is identified by name or address on any Terrorist List or is an Affiliate of any person so identified; and (b) none of the property or interests of Franchisee is subject to being "blocked" under any Anti-Terrorism Laws.

12.5.4 Franchisee shall promptly notify Company upon becoming aware of any violation of this Section or of information to the effect that any person or entity whose status is subject to confirmation pursuant to Section 12.5.3 above is identified on any Terrorist List, any list maintained by OFAC or to being "blocked" under any Anti-Terrorism Laws, in which event Franchisee shall cooperate with Company in an appropriate resolution of such matter.

12.5.5 In accordance with Applicable Law, none of Franchisee nor any of its Affiliates, principals, partners, officers, directors, managers, employees, agents or any other persons working on their behalf, shall offer, pay, give, promise to pay or give, or authorize the payment or gift of money or anything of value to any officer or employee of, or any person or entity acting in an official capacity on behalf of, a Governmental Authority, or any political party or official thereof or while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any official, for the purpose of (a) influencing any action or decision of such official in his or its official capacity; (b) inducing such official to do or omit to do any act in violation of his or its lawful duty; or (c) inducing such official to use his or its influence with any Governmental Authority to affect or influence any act or decision of such Governmental Authority in order to obtain certain business for or with, or direct business to, any person.

12.6 Survival. The provisions of this Article shall not limit, restrain or otherwise affect any right or cause of action which may accrue to Company for any infringement of, violation of, or interference with, this Agreement, or Company's Marks, System, Trade Secrets, or any other proprietary aspects of Company's business.

ARTICLE 13.
NATURE OF INTEREST, ASSIGNMENT

13.1 Assignment by Company. This Agreement is fully transferable by Company, in whole or in part, without the consent of Franchisee and shall inure to the benefit of any transferee or their legal successor to Company's interests herein; *provided, however*, that such transferee and successor shall expressly agree to assume Company's obligations under this Agreement. Without limiting the foregoing, Company may (i) assign any or all of its rights and obligations under this Agreement to an Affiliate; (ii) sell its assets, its marks, or its System outright to a third party; (iii) engage in a public offering of its securities; (iv) engage in a private placement of some or all of its securities; (v) merge, acquire other corporations, or be acquired by another corporation; or (vi) undertake a refinancing, recapitalization, leveraged buy-out or other economic or financial restructuring. Company shall be permitted to perform such actions without liability or obligation to Franchisee who expressly and specifically waives any claims, demands or damages arising from or related to any or all of the above actions (or variations thereof). Company shall have no liability for the performance of any obligations contained in this Agreement after the effective date of such transfer or assignment. In connection with any of the foregoing, at Company's request, Franchisee shall deliver to Company a statement in writing certifying (a) that this Agreement is unmodified and in full force and effect (or if there have been modifications that this Agreement as modified is in full force and effect and identifying the modifications); (b) that Franchisee is not in default under any provision of this Agreement, or if in default, describing the nature thereof in detail; and (c) as to such other matters as Company may reasonably request; and Franchisee agrees that any such statements may be relied upon by Company and any prospective purchaser, assignee or lender of Company.

13.2 Assignment by Franchisee.

13.2.1 The rights and duties created by this Agreement are personal to Franchisee. This Agreement has been entered into by Company in reliance upon and in consideration of the singular individual or

collective character, reputation, skill attitude, business ability, and financial capacity of Franchisee, or if applicable, its Owners who will actively and substantially participate in the development ownership and operation of the Licensed Business(es). Accordingly, except as otherwise may be permitted herein, neither Franchisee nor any Owner (other than Company, if applicable) shall, without Company's prior written consent, cause or permit any Assignment. Any such purported Assignment occurring by operation of law or otherwise without Company's prior written consent shall constitute a default of this Agreement by Franchisee, and shall be null and void. Franchisee shall not, without Company's prior written consent, offer for sale or transfer at public or private auction or advertise publicly for sale or transfer, any Licensed Business, Mobile Unit, décor items, supplies, repair parts, fixtures, equipment, Franchisee's vehicle lease(s) or other personal property and any other assets used in connection with the Licensed Business. Franchisee may not make any Assignment to a public Entity, or to any Entity whose direct or indirect parent's securities are publicly traded and no shares of Franchisee or any Owner of Franchisee may be offered for sale through the public offering of securities. To the extent that any prohibition on the pledge, hypothecation, encumbrance or granting of a security interest in this Agreement or the assets of the Licensed Business may be ineffective under Applicable Law, Franchisee shall provide not less than ten (10) days prior written notice (which notice shall contain the name and address of the secured party and the terms of such pledge, hypothecation, encumbrance or security interest) of any pledge, encumbrance, hypothecation or security interest in this Agreement or the assets of the Licensed Business.

13.2.2 Franchisee shall promptly provide Company with written notice (stating such information as Company may from time to time require) of each and every transfer, assignment and encumbrance by any Owner of any direct or indirect Equity or voting rights in Franchisee, notwithstanding that the same may not constitute an "Assignment."

13.2.3 Company will not unreasonably withhold its consent to any Assignment which is subject to the restrictions of this Article; *provided, however*, Company may impose any reasonable condition to the granting of its consent, and requiring Franchisee to satisfy any or all of the following conditions shall be deemed reasonable:

(a) Franchisee's written request for Company's consent to Assignment must be accompanied by a detailed description of the price and all material terms and conditions of the proposed Assignment and the identity of the proposed assignee or new Owner(s) and such other information as Company may reasonably request;

(b) Company's receipt of an estoppel agreement indicating any and all causes of action, if any, that Franchisee may have against Company or if none exist, so stating, and a list of all Owners having an interest in this Agreement or in Franchisee, the percentage interest of Owner, and a list of all officers and directors, in such form as Company may require;

(c) Franchisee's written request for consent to any Assignment must be accompanied by an offer to Company of a right of first refusal to purchase the interest which is proposed to be transferred, on the same terms and conditions offered by the third party; provided that Company may substitute cash for any non-cash consideration proposed to be given by such third party (in an amount determined by Company reasonably and in good faith as the approximate equivalent value of said non-cash consideration); and provided further that Franchisee shall execute an agreement and make representations and warranties to Company customary for transactions of the type proposed (the "**ROFR**"). If Company elects to exercise the ROFR, Company or its nominee, as applicable, shall send written notice of such election to Franchisee within sixty (60) days of receipt of Franchisee's request (the "**ROFR Period**"). If Company accepts such offer, the training and transfer/administrative fees due by Franchisee in accordance with this Agreement shall be waived by Company, and the closing of the transaction shall occur within sixty (60) days following the date of Company's acceptance. If Company does not elect to exercise the ROFR, Franchisee must consummate the transaction constituting the relevant Assignment within sixty (60) days following the written notice provided on the same terms and conditions offered to Company in the ROFR. Any change in the terms of such Assignment or proposed closing following such sixty (60)-day period shall cause it to be deemed a new offer, subject to the same ROFR by Company, or its third-party designee, as in the case of the initial offer. Company's

failure to exercise such ROFR shall not constitute consent to the Assignment or a waiver of any other provision of this Agreement, including any of the requirements of this Article with respect to the proposed Assignment.

(d) The Franchisee shall not be in default under the terms of this Agreement (or any other related agreement), the Manuals, the Standards or any other obligations owed Company, and all of its then-due monetary obligations to Company or its Affiliates shall have been paid in full;

(e) The Franchisee, and its Owners, shall execute a general release under seal, in a form prescribed by Company, of any and all claims against Company, its Affiliates, Owner(s), directors, officers, agents and employees;

(f) The transferee/assignee shall have demonstrated to Company's satisfaction that it meets all of Company's then-current requirements for new Business operators or for holders of an interest in a franchise or license, including possession of good moral character and reputation, satisfactory credit ratings, acceptable business qualifications, the ability promptly to obtain or acquire the license(s) and permit(s) necessary for the sale of all Approved Products and Services, and the ability to fully comply with the terms of this Agreement;

(g) Either (i) The transferee/assignee, if not an Assignment of all of the Equity in Franchisee, either shall have assumed this Agreement by a written assumption agreement approved by Company, or have agreed to do so at closing, and at closing execute an assumption agreement approved by Company; *provided, however*, that such assumption shall not relieve Franchisee (as transferor/assignor) of any such obligations; or (ii) at Company's option, the transferee/assignee (or Franchisee if the Assignment involves only a change in the Owners or a transfer of control) shall have executed a replacement franchise agreement on the then-current standard form of franchise agreement used by Company in the State in which the Licensed Business(es) are being operated; *provided, however*, that the initial term of the replacement franchise agreement shall be only the remainder of the then current Term before any Successor Term and, at Company's request, the transferor/assignor shall have executed a continuing guaranty in favor of Company of the performance and payment by the transferee/assignee of all obligations and debts to Company and its Affiliates under the replacement franchise agreement;

(h) The assignor shall have transferred and conveyed all Licensed Businesses and all Mobile Units to the assignee, who shall agree to repair and refurbish the Mobile Units as needed (in Company's sole and absolute discretion) to match the trade dress, color scheme and presentation in the then current Standards (such refurbishment may include updating decals and vehicle colors, and modifications to existing equipment and improvements);

(i) There shall not be any suit, action, or proceeding pending, or to the knowledge of Franchisee any suit, action, or proceeding threatened, against Franchisee with respect to the Licensed Business;

(j) Upon submission of Franchisee's request for Company's consent to any proposed Assignment, Franchisee shall pay to Company a non-refundable administrative/transfer fee equal to ten percent (10%) of Company's then-current initial franchise fee plus Company's out of pocket costs associated with the Assignment, including costs of attorneys' fees associated with the Assignment;

(k) Following the closing of the Assignment, as applicable, Franchisee shall provide the new Operating Principal, Level 3 Technicians and other employees responsible for the operation of the Licensed Business(es) and associated Mobile Units, training and assistance equivalent to Company's Initial Training Program for a period determined by the Company in its sole and absolute discretion, which may be up to thirty (30) days in duration; and

(l) Any new Owner(s) of Franchisee, or the Owners of the transferee Franchisee as a result of the relevant Assignment, owning ten percent (10%) or more (directly or indirectly), in the aggregate, of the Equity or voting rights of Franchisee or the transferee Franchisee, will execute a written guaranty in a form prescribed by Company, personally, irrevocably and unconditionally guaranteeing, jointly and severally, with all other

guarantors, the full payment and performance of all obligations to Company and to Company's Affiliates (in determining whether said ten percent (10%) threshold is satisfied, holdings of immediate family members and Affiliates shall be aggregated).

13.2.4 Company's consent to an Assignment shall not constitute a waiver of any claims it may have against the Franchisee or any of its Owners arising out of this Agreement or otherwise, including (a) any payment or other duty owed by Franchisee to Company or its Affiliates under this Agreement before such Assignment; or (b) Franchisee's duty of indemnification and defense as set forth in Section 17.2 of this Agreement, whether before or after such Assignment, or (c) the obligation to obtain Company's consent to any Assignment.

13.3 Entity Franchisee.

13.3.1 Franchisee represents and warrants that the information set forth in Exhibit C, which is annexed hereto and by this reference made a part hereof, is accurate and complete in all material respects. Franchisee shall notify Company in writing within ten (10) days of any change in the information set forth in Exhibit C, and shall submit to Company a revised Exhibit C, certified by Franchisee as true, correct and complete and upon acceptance thereof by Company shall be annexed to this Agreement as Exhibit C. Franchisee promptly shall provide such additional information as Company may from time to time request concerning all persons who may have any direct or indirect financial interest in Franchisee.

13.3.2 All of Franchisee's organizational documents (including articles of partnership, partnership agreements, articles of incorporation, articles of organization, bylaws, shareholders agreements, trust instruments, or their equivalent) will provide that the issuance and transfer of any interest in Franchisee is restricted by the terms of this Agreement, and that sole purpose for which Franchisee is formed (and the sole activity in which Franchisee is or will be engaged) is the development and operation of a or Businesses, pursuant to one or more franchise agreements from Company. Franchisee shall submit to Company, upon the execution of this Agreement and thereafter from time to time upon Company's request, a resolution of Franchisee (or its governing body) confirming that Franchisee is in compliance with this provision.

13.3.3 All present and future Owners of a ten percent (10%) or more (directly or indirectly), in the aggregate, of the Equity or voting rights in Franchisee, will execute a written guaranty in a form prescribed by Company, personally, irrevocably and unconditionally guaranteeing, jointly and severally, with all other guarantors, the full payment and performance of Franchisee's obligations to Company and to Company's Affiliates. For purposes of determining whether said ten percent (10%) threshold is satisfied, holdings of immediate family members and Affiliates shall be aggregated. Upon each transfer or assignment of an interest in Franchisee, or other change in ownership interests in Franchisee, and at any other time upon Company's request, said holders shall re-execute a written guaranty in a form prescribed by Company.

13.3.4 Securities, partnership or other ownership interests in Franchisee may not be offered to the public under the Securities Act of 1933, as amended, nor may they be registered under the Securities Exchange Act of 1934, as amended, or any comparable federal, state or foreign law, rule or regulation. Such interests may be offered by private offering or otherwise only with the prior written consent of Company, which consent shall not be unreasonably withheld. All materials required for any such private offering by federal or state law shall be submitted to Company for a limited review as discussed below prior to being filed with any governmental agency; and any materials to be used in any exempt offering shall be submitted to Company for such review prior to their use. No such offering by Franchisee shall imply that Company is participating in an underwriting, issuance or offering of securities of Franchisee or Company, and Company's review of any offering materials shall be limited solely to the subject of the relationship between Franchisee and Company and its Affiliates. Company may, at its option, require Franchisee's offering materials to contain a written statement prescribed by Company concerning the limitations described in the preceding sentence. Franchisee, its Owners and the other participants in the offering must fully defend and indemnify Company, and its Affiliates, their respective partners and the officers, directors, manager(s) (if a limited liability company), shareholders, members, partners, agents, representatives, independent contractors, servants and employees of each of them, from and against any and all losses, costs and liability in connection with the offering and shall

execute any additional documentation required by Company to further evidence this indemnity. For each proposed offering, Franchisee shall pay, in addition to any transfer fee required under Section 13.2.3(j) of this Agreement, to Company a non-refundable fee of five thousand dollars ($5,000), or such greater amount as is necessary to reimburse Company for its reasonable costs and expenses associated with reviewing the proposed offering, including legal and accounting fees. Franchisee shall give Company written notice at least thirty (30) days prior to the date of commencement of any offering or other transaction covered by this Section.

ARTICLE 14.
DEFAULT AND TERMINATION

14.1 General. Company shall have the right to terminate this Agreement only for "cause." "**Cause**" is hereby defined as a default of this Agreement. Company shall exercise its right to terminate this Agreement upon notice to Franchisee upon the following circumstances and manners.

14.2 Automatic Termination Without Notice. Subject to Applicable Law to the contrary, Franchisee shall be deemed to be in default under this Agreement, and all rights granted herein shall at Company's election automatically terminate without notice to Franchisee if: (i) Franchisee shall be adjudicated bankrupt or judicially determined to be insolvent (subject to any contrary provisions of Applicable Law), shall admit to its inability to meet its financial obligations as they become due, or shall make a disposition for the benefit of its creditors; (ii) Franchisee shall allow a judgment against it in the amount of more than twenty five thousand dollars ($25,000) to remain unsatisfied for a period of more than thirty (30) days (unless a supersedeas or other appeal bond has been filed); (iii) any Licensed Business, Office, Mobile Units or Franchisee's other assets are seized, taken over or foreclosed by a Governmental Authority in the exercise of its duties, or seized, taken over, or foreclosed by a creditor or lienholder provided that a final judgment against Franchisee remains unsatisfied for thirty (30) days (unless a supersedeas or other appeal bond has been filed); (iv) a levy of execution of attachment has been made upon the license granted by this Agreement or upon any property used in the Licensed Business, and it is not discharged within five (5) days of such levy of attachment; (v) Franchisee permits any recordation of a notice of mechanics lien against any Licensed Business or any equipment used in the Licensed Business(es) which is not released within sixty (60) days, or if any person commences any action to foreclose on any Licensed Business or said equipment; (vi) Franchisee allows or permits any judgment to be entered against Company or any of its Affiliates, arising out of or relating to the operation of the Licensed Business; (vii) a condemnation or transfer in lieu of condemnation has occurred; (viii) Franchisee or any of its Owners, officers, directors, or any other individual responsible for operating the Licensed Business(es) is convicted of or pleads guilty or *nolo contendere* to a felony or any other crime or offense that is reasonably likely, in the sole opinion of Company, to adversely affect Company's reputation, System, Marks or the goodwill associated therewith, or Company's interest therein; *provided, however*, that if the crime or offense is committed by an Owner other than an Operating Principal, then Company may only terminate on account thereof if such Owner fails within thirty (30) days after the conviction or guilty plea, whichever first occurs, to sell its interest in Franchisee to Franchisee's other Owners; or (ix) Franchisee's failure to comply with Article 12 or Article 21 of this Agreement.

14.3 Option to Terminate Without Opportunity to Cure. Franchisee shall be deemed to be in default and Company may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon receipt of notice by Company upon the occurrence of any of the following events:

14.3.1 Abandonment. If Franchisee shall abandon the Licensed Business. For purposes of this Agreement, "abandon" shall refer to (i) Franchisee's failure, at any time during the Term, to keep the Office or any Licensed Business available, open and operating for business for a period of five (5) consecutive days, except as otherwise may be provided in the Manuals, (ii) Franchisee's failure to keep the Office or Licensed Business(es) open and operating for any period after which it is reasonable under the facts and circumstances for Company to conclude that Franchisee does not intend to continue to operate the Licensed Business(es) business, unless such failure to operate is due to Force Majeure (subject to Franchisee's continuing compliance with this Agreement), (iii) the withdrawal of permission from the applicable lessor that results in Franchisee's inability to continue operation of any Licensed

Business; or (v) closing of the Office or Licensed Business(es) required by Applicable Law if such closing was not the result of a violation of this Agreement by Company.

14.3.2 Assignment, Death or Incapacity. If Franchisee shall purport to make any Assignment without the prior written consent of Company; *provided, however*, that if the Licensed Business(es) continue to be operated in conformity with this Agreement (i) upon prompt written request and upon the death or legal incapacity of a Franchisee who is an individual, Company shall allow a reasonable period, up to nine (9) months, after such death or legal incapacity for the heirs or attorney-in-fact, as applicable, of such Franchisee (the "**Heirs**") either to enter into a new Franchise Agreement upon Company's then current form (except that no initial franchise fee or transfer fee shall be charged), if Company is subjectively satisfied that the Heirs meet Company's standards and qualifications, or if not so satisfied to allow the Heirs to sell the Licensed Business(es) to a person or Entity approved by Company, or (ii) upon prompt written request and upon the death or legal incapacity of an Owner owning ten percent (10%) or more of the Equity or voting power of a corporate or limited liability company Franchisee, or a general or limited partner owning ten percent (10%) or more of any of the Partnership Rights of a Franchisee which is a Partnership, Company shall allow a period of up to nine (9) months after such death or legal incapacity for the Heirs to seek and obtain Company's consent to the transfer or Assignment of such Equity or Partnership Rights to the Heirs or to another person acceptable by Company. If, within the allowed period, the Heirs fail either to enter into a new franchise agreement or to sell the Licensed Business(es) to a person or Entity approved by Company pursuant to this Agreement, or fail either to receive Company's consent to the Assignment of such Equity to the Heirs or to another person or Entity acceptable by Company, as provided in this Agreement, this Agreement shall thereupon automatically terminate;

14.3.3 Repeated Defaults. If Franchisee shall default in any obligation as to which Franchisee has previously received two (2) or more written notices of default from Company setting forth the default complained of within the preceding twelve (12) months, or three (3) or more written notices of default from Company setting forth the default complained of within the preceding twenty-four (24) months, such repeated course of conduct shall itself be grounds for termination of this Agreement without further notice or opportunity to cure;

14.3.4 Violation of Law. If Franchisee fails, for a period of ten (10) days after having received notification of noncompliance from Company or any governmental or quasi-governmental agency or authority, to comply with any Applicable Law;

14.3.5 Sale of Unauthorized Products. If Franchisee sells unauthorized products to the public after notice of default and thereafter sells such products, whether or not Franchisee has cured the default after one or more notices;

14.3.6 Under Reporting. If an audit or investigation conducted by Company hereof discloses that Franchisee has knowingly maintained false books or records, or submitted false reports to Company, or knowingly understated its Gross Labor Revenue or withheld the reporting of same, and without limiting the foregoing, if, on three (3) or more occasions in any single thirty-six (36) month period, any audits or other investigations reveals an under-reporting or under-recording error of two percent (2%) or more, or on any single occasion any audit or other investigation reveals an under-reporting or under-recording of five percent (5%) or more;

14.3.7 Intellectual Property Misuse. If Franchisee materially misuses or makes any unauthorized use of the Marks or in Company's sole opinion otherwise materially impairs the goodwill associated therewith or Company's rights therein, or takes any action which in Company's sole opinion reflects materially and unfavorably upon the operation and reputation of the Licensed Business, the System, or the "FLY ALLIANCE" brand generally. Franchisee's unauthorized use, disclosure, or duplication of the "Trade Secrets";

14.3.8 Misrepresentation. If Franchisee makes any material misrepresentations relating to the acquisition of this Agreement;

14.3.9 Health or Safety Violations. Franchisee's conduct of the Licensed Business(es) is so contrary to this Agreement, the System and the Manuals and/or the Standards as to constitute an imminent danger to the public health; and

14.3.10 Failure to Complete Training. If Franchisee, the initial Operating Principal or the initial Level 3 Technician fails to complete all phases of the Initial Training Program to Company's satisfaction prior to the opening of the Licensed Business.

14.4 Termination With Notice and Opportunity To Cure. Except for any default by Franchisee under Sections 14.2 or 14.3 of this Agreement, and as otherwise expressly provided elsewhere in this Agreement, Franchisee shall have ten (10) days (five (5) days in the case of any default in the timely payment of sums due to Company or its Affiliates) after Company's written notice of default within which to remedy any default under this Agreement or any agreement related to a National Account in which Franchisee participates, and to provide evidence of such remedy to Company. If any such default is not cured within that time period, or such longer time period as Applicable Law may require or as Company may specify in the notice of default, this Agreement and all rights granted by it shall thereupon automatically terminate without further notice or opportunity to cure.

14.5 Reimbursement of Company Costs. In the event of a default by Franchisee, all of Company's costs and expenses arising from such default, including reasonable legal fees and reasonable hourly charges of Company's administrative employees shall be paid to Company by Franchisee within five (5) days after cure or upon demand by Company if such default is not cured.

14.6 Cross-Default. Except for a default or termination of any Area Development Agreement consisting solely of Franchisee's failure to meet the development schedule thereunder, any default by Franchisee under the terms and conditions of this Agreement, or any other agreement between Company (or its Affiliate), and Franchisee (or any Affiliate of Franchisee), or any default by Franchisee (or any Affiliate of Franchisee) of its obligations to any Co-Op Advertising Region of which it is a member, shall be deemed to be a default of each and every said agreement. Furthermore, in the event of termination, for any cause, of this Agreement or any other agreement between the parties hereto, Company may, at its option, terminate any or all said agreements.

14.7 Notice Required By Law. Notwithstanding anything to the contrary contained in this Article, in the event any Applicable Law shall limit Company's rights of termination hereunder or shall require longer notice periods than those set forth above, this Agreement shall be deemed amended to conform to the minimum notice periods or restrictions upon termination required by such Applicable Law. Company shall not, however, be precluded from contesting the validity, enforceability or application of such Applicable Law in any action, arbitration, hearing or dispute relating to this Agreement or the termination thereof.

14.8 Termination by Franchisee. Franchisee may terminate this Agreement due to a material default by Company of its obligations hereunder, which default is not cured by Company within sixty (60) days after Company's receipt of prompt written notice by Franchisee to Company detailing the alleged default with specificity; provided, that if the default is such that it cannot be reasonably cured within such sixty (60) day period, Company shall not be deemed in default for so long as it commences to cure such default within sixty (60) days and diligently continues to prosecute such cure to completion. This is a material term of this Agreement and an arbitrator shall not, and shall not have the power or authority to, waive, modify or change this requirement in any arbitration proceeding or otherwise. If Franchisee terminates this Agreement pursuant to this Section, Franchisee shall comply with all of the terms and conditions of ARTICLE 15 of this Agreement.

ARTICLE 15.
RIGHTS AND OBLIGATIONS UPON TERMINATION

15.1 General. Upon the expiration or termination of Franchisee's rights granted under this Agreement:

15.1.1 Franchisee shall immediately cease to use all Licenses sublicensed to Franchisee by Company or its Affiliates, all Trade Secrets, the Marks, and any confusingly similar trademark, service mark, trade name, logotype, or other commercial symbol or insignia. Franchisee shall immediately cease using and if applicable, return any copies of the Manuals, all training materials, CD ROMs, DVDs, records (in any form, including digital records), customer lists, files, advertising and promotional materials and all other written (including digital) materials incorporating Trade Secrets and all copies of the whole or any part thereof to Company. Franchisee shall at its own cost make cosmetic changes to the terminated Business and each Mobile Unit so that they no longer contain or resemble Company's proprietary designs, including: Franchisee shall remove all materials that would identify the Business as a business operated under the Marks and System, and remove distinctive cosmetic features and finishes, wraps, decals, colors, and signage from the Office and each Mobile Unit and make such cosmetic changes as Company may reasonably direct so that they no longer resemble Company's proprietary designs, and shall at Company's request, grant Company access to each and all Licensed Business(es) and Mobile Units to make cosmetic changes so that it no longer resembles a "FLY ALLIANCE" Business.

15.1.2 If Company so elects, at its sole option, upon any termination or expiration of this Agreement, Franchisee will sell and assign to Company such equipment and furnishings, including leased Mobile Units, as Company may designate that are associated with the Licensed Businesses, at a price (for owned assets) equal to its net book value, using a five (5)-year straight line amortization period, but in no event less than ten percent (10%) of Franchisee's actual, reasonable cost of such items, and for leased assets, by assumption of Franchisee's remaining obligations under the lease. Company shall have no other payment obligations to Franchisee, and Franchisee specifically waives any and all claims to be paid for other equipment, furnishings, fixtures, products, supplies or the goodwill associated with the terminated Licensed Business(es) (which goodwill Franchisee acknowledges is owned exclusively by Company). Company may offset against any obligations it may have pursuant to this Section any amounts owed by Franchisee to Company or its Affiliates.

15.1.3 Company may retain all fees paid pursuant to this Agreement, and Franchisee shall immediately pay any and all amounts owing to Company, its Affiliates, and/or designated or approved Suppliers.

15.1.4 Any and all obligations of Company to Franchisee under this Agreement shall immediately cease and terminate.

15.1.5 Any and all rights of Franchisee under this Agreement shall immediately cease and terminate, and Franchisee shall immediately cease and thereafter refrain from representing itself as then or formerly a Franchisee of Company.

15.1.6 Franchisee shall transfer and assign to Company or its designee all telephone numbers, white and yellow page listings, on-line telephone listings and all other associated listings for the terminated Licensed Business, and Franchisee shall notify the telephone company and all listing agencies of the termination or expiration of Franchisee's right to use any telephone number and any classified or other telephone directory listings associated with the Licensed Business, and authorize and instruct their transfer to Company. Franchisee shall deliver all goods and materials containing the Marks to Company and Company shall have the sole and exclusive use of any items containing the Marks. Franchisee is not entitled to any compensation from Company if Company exercises this option.

15.1.7 If Company shall have authorized Franchisee to use the Marks, or any of them in connection with the Internet, any website, or e-mail address, Franchisee shall cancel or assign to Company or its designee, as Company determines, all of Franchisee's right, title and interest in any Internet websites or web pages, e-mail addresses, domain name listings and registrations which contain the Marks, or any of them, in whole or in part, and Franchisee shall notify the applicable domain name registrar and all listing agencies, upon the termination or

expiration hereof, of the termination of Franchisee's right to use any domain name, web page and other Internet device associated with Company or the Licensed Business, and authorize and instruct their cancellation or transfer to Company, as directed by Company. Franchisee is not entitled to any compensation from Company if Company exercises its said rights or options. For the avoidance of doubt, nothing in this Section shall be deemed to permit Franchisee to use the Marks, or any of them in connection with the Internet, except with the prior written consent of Company as provided in this Agreement.

15.2 Survival of Obligations. Termination or expiration shall be without prejudice to any other rights or remedies that Company or Franchisee, as the case may be, shall have in law or in equity, including the right to recover the benefit of the bargain damages. In no event shall a termination or expiration of this Agreement affect Franchisee's obligations to take or abstain from taking any action in accordance with this Agreement. The provisions of this Agreement which by their nature or expressly constitute post-termination (or post-expiration) covenants and agreements including the obligation of Company and Franchisee to arbitrate any and all disputes shall survive the termination or expiration of this Agreement.

15.3 No Ownership of Marks. Franchisee acknowledges and agrees that rights in and to Company's Marks and the use thereof shall be and remain the property of Company.

15.4 Government Filings. In the event Franchisee has registered any of Company's Marks or the name "FLY ALLIANCE" as part of Franchisee's assumed, fictitious or corporate name, Franchisee shall promptly amend such registration to delete Company's Marks and any confusingly similar marks or names therefrom.

ARTICLE 16.
INSURANCE

16.1 Insurance. Franchisee shall obtain and maintain (at all times during the Term) insurance coverage in the types and amounts of coverage and deductibles required by Applicable Law, by the Authorized Airports and as specified in the Manuals, with respect to the business of operating the Licensed Businesses (including hanger keeper's liability, airport operations, products and premises liability, completed operations liability, personal injury liability, fire legal liability, advertising liability, contractual liability, automobile coverage for bodily injury and property damage liability protection, collision, comprehensive, and underinsured and uninsured motorist coverage), which shall in each instance designate Company and its Affiliates as additional named insureds, with an insurance company approved by Company, which approval shall not be unreasonably withheld. At a minimum, Franchisee shall maintain the following coverages:

(a) Commercial General Liability insurance with limits of $5,000,000 per occurrence, including but not limited to hanger keepers legal liability, airport operations, premises operations, products liability, completed operations, contractual liability, independent contractors, personal and advertising injury liability hazards, errors and omissions; and

(b) Business Auto liability insurance, including coverage for "any auto", with limits of not less than one hundred thousand dollars ($100,000) per person, three hundred thousand dollars ($300,000) per accident for bodily injury and fifty thousand dollars ($50,000) for property damage.

16.2 Use of Proceeds. In the event of damage to any Licensed Business(es) covered by insurance, the proceeds of any such insurance shall be used to restore each such Licensed Business to its original condition as soon as possible, unless such restoration is prohibited by a lease for the Licensed Business(es), or Company has otherwise provided prior written consent. Upon the obtaining of such insurance, Franchisee shall promptly provide to Company proof of such insurance coverage.

16.3 Proof of Insurance. Franchisee shall, prior to beginning operations of each Licensed Business, (and from time to time, within ten (10) days after a request therefor from Company, and annually thereafter provide evidence of the renewal or extension of each insurance policy) file with Company, certificates of such insurance and

shall promptly pay all premiums on the policies as they become due. In addition, the policies shall contain a provision requiring thirty (30) days prior written notice to Company of any proposed cancellation, modification, or termination of insurance. If Franchisee fails to obtain and maintain the required insurance, Company may, at its option, in addition to any other rights it may have, procure such insurance for Franchisee without notice and Franchisee shall pay, upon demand, the premiums and Company's costs in taking such action.

ARTICLE 17.
RELATIONSHIP OF PARTIES, DISCLOSURE

17.1 Relationship of Franchisee to Company. It is expressly agreed that the parties intend by this Agreement to establish between Company and Franchisee the relationship of Company and franchisee. It is further agreed that Franchisee has no authority to create or assume in Company's name or on behalf of Company, any obligation, express or implied, or to act or purport to act as agent or representative on behalf of Company for any purpose whatsoever. Neither Company nor Franchisee is the employer, employee, agent, partner or co-venturer of or with the other, each being independent. Franchisee agrees that it shall not under any circumstances hold itself out as the agent, representative, employee, partner or co-venturer of Company. All individuals responsible for operating the Licensed Business(es) hired by or working for Franchisee shall be the employees or agents of Franchisee and shall not, for any purpose, be deemed employees of Company or subject to Company control. Each of the parties shall file its own tax, regulatory and payroll reports with respect to its respective employees and operations, saving and indemnifying the other party hereto of and from any liability of any nature whatsoever by virtue thereof. Neither shall have the power to bind or obligate the other except specifically as set forth in this Agreement. Company and Franchisee agree that the relationship created by this Agreement is one of independent contractor and not a fiduciary relationship.

17.2 Indemnity.

17.2.1 Franchisee shall protect, defend and indemnify Company, and all of its past, present and future Owners, Affiliates, officers, directors, employees, attorneys and designees, and each of them, and hold them harmless from and against any and all costs and expenses, including attorneys' fees, court costs, losses, liabilities, damages, claims and demands of every kind or nature on account of any actual or alleged loss, injury or damage to any person or Entity or to any property arising out of or in connection with Franchisee's operation (including sales practices) of the business or any Licensed Business. The terms of this Section 17.2.1 shall survive the termination, expiration or cancellation of this Agreement.

17.2.2 Company shall give Franchisee written notice of any claim for which Company demands indemnity (provided that such obligation shall not constitute a condition to Franchisee's indemnification obligation unless and then only to the extent Franchisee has been materially harmed by any delay in giving notice). Company shall retain the full right and power to direct, manage, control and settle the litigation of any claim. Company shall submit all indemnifiable claims to its insurers in a timely manner. Any payments made to an indemnified party shall be net of benefits received by any indemnified party on account of insurance in respect of such claims.

ARTICLE 18.
PURCHASE OPTION

18.1 Option to Purchase Licensed Business.

18.1.1 Company or its designated Affiliate shall have the right and option exercisable at any time following the Trigger Date upon written notice to Franchisee (the "**Option Notice**") to purchase for the Purchase Price all of the Assets, free and clear of all liens, encumbrances and liabilities (the "**Purchase Option**"). If Company receives a written request for its consent to an Assignment, then Company must exercise the Purchase Option, if at all, within twenty (20) days following receipt of Franchisee's request for consent to the Assignment. The Purchase Option shall be automatically reinstated following: (a) the Assignment; (b) Company's refusal to consent to the proposed Assignment; (c) sixty (60) days after the ROFR Period if Company does not exercise the ROFR and the

Assignment has not been concluded; or (d) if there has been any change in the terms of the proposed offer which results in the reinstatement of the ROFR.

18.1.2 At Company's request, the terms and conditions of the Purchase Option may be recorded as a security interest under the Uniform Commercial Code under Applicable Law, and Franchisee shall execute all documents as may be necessary and appropriate to do so. Company's rights under this Article 18 shall be in addition to, and not in lieu of, Company's ROFR and such rights may be exercised separately, concurrently or in the alternative.

18.2 Purchase Price; Sales and Transfer Taxes.

18.2.1 Subject to the conditions in this Section, Franchisee may select one of two methodologies to determine the purchase price for the Assets (the "**Purchase Price**"): (i) the Fair Market Value of the Assets; or (ii) two (2) times Business Level EBITDA during the twelve (12) full calendar months immediately preceding Franchisee's receipt of the Option Notice of all Licensed Businesses, regardless of how long each has been in operation. Franchisee will make its selection within fourteen (14) days after receipt of the Option Notice, by notifying Company in writing of its choice of methodology. If Franchisee fails to make a timely selection of methodology, then the methodology used to determine the Purchase Price will be determined by Company.

(a) Business Level EBITDA shall be determined by using Franchisee's financial statements, provided Franchisee has kept and maintained financial statements in compliance with the provisions of this Agreement and the Standards. The chief financial officer or chief executive officer of Franchisee (or Franchisee, if an individual) shall certify that such financial statements are true, correct, and complete, subject to any adjustment in the event of any audit or other investigation of such financial statements and/or the books and records by Company. If an audit or other investigation reveals any inaccuracy, then, in addition to all other rights and remedies, Company shall have the right to revise the Purchase Price, and if the inaccuracy overstates Business Level EBITDA during the applicable twelve (12)-month period by two percent (2%) or more, then Franchisee shall reimburse Company for the expenses of the audit/investigation.

(b) "**Fair Market Value**" shall be determined as follows:

(i) Franchisee and Company shall attempt to select a mutually acceptable appraiser within thirty (30) days following the date of the Option Notice, in which case Fair Market Value shall be determined by such appraiser.

(ii) If Franchisee and Company fail to so agree on an appraiser, then within forty-five (45) days following the date of the Option Notice, Company shall select one appraiser, and Franchisee shall select one appraiser. If either Franchisee or Company fails to timely appoint an appraiser, then the appraiser appointed by the other party shall be the sole appraiser for the purposes of determining Fair Market Value. Each party shall promptly advise the other party in writing of the identity of its appointed appraiser. Fair Market Value shall be determined to be: (a) if one appraiser is appointed, the value established by that appraiser; or (b) if two (2) appraisers are appointed, the arithmetic average of the values determined by the appraisers; provided, that if the higher value is more than one hundred twenty five percent (125%) of the lower value, then the two (2) appraisers will jointly select a third appraiser, and the Fair Market Value shall then be the arithmetic average of (1) the value determined by the third (3rd) appraiser and (2) the value determined by the one of the first two (2) appraisers that is nearest in value to the value determined by the third (3rd) appraiser. If the first two (2) appraisers are unable to agree upon a third (3rd) appraiser within twenty (20) days of their completion of appraisals, then either Franchisee or Company may demand the appointment of an appraiser by the then-director of the regional office of the American Arbitration Association located nearest to Company's headquarters, in which event the appraiser appointed thereby shall be the third appraiser.

(iii) Each of the appraisers shall conduct an appraisal within thirty (30) days after being appointed, and shall submit their appraisals in writing to Franchisee and to Company within such period.

(iv) Fair Market Value shall be determined solely by reference to the Licensed Business(es), and the appraiser shall be instructed in writing by each party not to, and the appraiser shall not, consider or attribute any value to (a) any goodwill or other value attributable to the System or the Marks other than the right to utilize the System and Marks in the operation of the Licensed Business(es) in accordance with, and for no more than the remaining Term or (b) any rights or efficiencies Franchisee may enjoy because Franchisee (or any Affiliate) operates or has the right to operate more than one Business. An appraiser may use a bona fide third-party offer to purchase the Assets in its determination of Fair Market Value if and only if such third-party offer was delivered by Franchisee to Company prior to the exercise of the Purchase Option.

(v) Any appraiser, to be qualified to conduct an appraisal hereunder, shall be an independent appraiser (i.e., not affiliated with Company or Franchisee), an M.A.I. appraiser or its equivalent or an investment bank, and shall have experience in valuing franchised or licensed mobile service and repair businesses. If any appraiser initially appointed under this Agreement shall, for any reason, be unable to serve, a successor appraiser shall be promptly appointed in accordance with the procedures pursuant to which the predecessor appraiser was appointed.

(vi) The costs of all appointed appraisers shall be borne by Company if the parties have been able to mutually agree to the selection of a single appraiser. If, however, the parties cannot agree, and two or three appraisers are appointed then the costs of all appointed appraisers shall be borne by Franchisee.

(c) Company may exclude and elect not to purchase cash (or its equivalent), any notes or accounts payable to Franchisee by any person or party except by an arms-length transaction with a person not related to or affiliated with Franchisee, and any Assets that are not necessary or appropriate (in function or quality) to the Licensed Business' operation or do not meet the Standards, and, if applicable, the Fair Market Value shall reflect such exclusions.

(d) Company and each appointed appraiser shall be given full access during normal business hours to all information required and relevant to determine Business Level EBITDA and/or Fair Market Value.

(e) The Assets shall not include the Office, but if the Assets include a fee simple interest in other real property, then all revenue derived from such real property shall be excluded from Business Level EBITDA and the value of such real property shall be the Fair Market Value of the real property.

18.2.2 The Purchase Price shall be adjusted by setting off and reducing the Purchase Price by any amount then owing by Franchisee to Company or its Affiliates or to any appraiser, and any amounts that Company pays in its sole and absolute discretion to cure Franchisee's defaults with third parties.

18.2.3 All sales and transfer taxes are the responsibility of Franchisee and shall be paid when due.

18.3 Terms of Purchase and Sale.

18.3.1 Franchisee shall make written representations and warranties to Company or its designated purchaser of the Assets and executed a purchase agreement customary for transactions of the type, including (1) its power, authority and legal capacity to sell, transfer and assign the Assets, (2) valid right, title and interest in the Assets, (3) the absence of all liens, encumbrances and liabilities on the Assets, and (4) the absence of any violation, in any material respect, or default under, or acceleration of any material agreement or instrument pursuant to which the Assets are encumbered or bound as the result of such sale. Franchisee and its Owners shall sign covenants obligating them to comply with the obligations under this Agreement that survive the termination or expiration of this Agreement (including Sections 12.1 and 12.2) and general releases, on a form prescribed by Company of any and all known and unknown claims against Company and its Affiliates and their Owners, officers, directors, agents, and employees.

18.3.2 Pending the closing of any Purchase Option transaction: (i) Franchisee shall operate the Licensed Business(es) in accordance with this Agreement; and (ii) Company will have the right to (a) appoint a manager to maintain and/or supervise the Licensed Business, and (b) communicate with Franchisee's employees or other representatives regarding employment opportunities following the closing (though Company shall not be obligated to hire such employees or agents). Franchisee will indemnify and hold Company harmless against all obligations incurred in connection with the Licensed Business(es) prior to the closing of Purchase Option transaction.

18.3.3 The closing of any transaction shall take place as soon as is reasonably possible, and both parties agree to act diligently and to cooperate with one another to complete closing as soon as possible, subject to the satisfaction of customary conditions to closing in favor of Company, which may be waived by Company. Closing shall occur within one hundred eighty (180) days from Company's exercise of its Purchase Option. If closing occurs before the end of the Term, the parties shall be deemed to have mutually agreed to terminate this Agreement.

18.4 Revocation of Option Notice. Company shall have the right to revoke its Option Notice at any time. Thereafter, the Purchase Option shall be immediately reinstated.

ARTICLE 19.
MEDIATION REFERENCE AND ARBITRATION

19.1 Mediation. Except to the extent precluded by Applicable Law, the parties hereby pledge and agree that prior to filing any lawsuit or submitting any dispute to arbitration pursuant to Section 19.3 (other than suits described in Section 12.2.3 or to seek provisional remedies, including injunctions), they shall first attempt to resolve any dispute between the parties pursuant to mediation conducted in accordance with the Commercial Mediation Rules of the AAA unless the parties agree on alternative rules and a mediator within fifteen (15) days after either party first gives notice of mediation. Such mediation shall be conducted in Orlando, Florida and shall be conducted and completed within forty-five (45) days following the date either party first gives notice of mediation. If the parties fail to complete the mediation within such forty-five (45) day period, either party may initiate arbitration. The fees and expenses of the mediator shall be shared equally by the parties. The mediator shall be disqualified as a witness, expert or counsel for any party with respect to any suit and any related matter. Mediation is a compromise negotiation and shall constitute privileged communications under Florida and other Applicable Law. The entire mediation process shall be confidential and the conduct, statements, promises, offers, views and opinions of the mediator and the parties shall not be discoverable or admissible in any legal proceeding for any purpose; *provided, however*, that evidence which is otherwise discoverable or admissible shall not be excluded from discovery or admission as a result of its use in the mediation.

19.2 Injunctive Relief. Notwithstanding anything to the contrary contained in Section 20.7 of this Agreement, Company and Franchisee will each have the right in a proper case to obtain specific performance, temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction, and other provisional relief including but not limited to enforcement of liens, security agreements, or attachment, as Company deems to be necessary or appropriate to compel Franchisee to comply with Franchisee's obligations to Company and/or to protect the Marks of Company; or any claim or dispute involving or contesting the validity of any of the Marks. However, the parties will contemporaneously submit their dispute for arbitration on the merits. Franchisee agrees that Company may have temporary or preliminary injunctive relief without bond, but upon due notice, and Franchisee's sole remedy in the event of the entry of such injunctive relief will be the dissolution of the injunctive relief, if warranted, upon hearing duly had (all claims for damages by reason of the wrongful issuance of any the injunction being expressly waived).

19.3 Arbitration. Except as precluded by Applicable Law, any controversy or claim between Company and Franchisee arising out of or relating to this Agreement or any alleged breach hereof, and any issues pertaining to the arbitrability of such controversy or claim and any claim that this Agreement or any part hereof is invalid, illegal, or otherwise voidable or void, shall be submitted to binding arbitration. Said arbitration shall be conducted before and will be heard by one arbitrator in accordance with the then-current commercial arbitration rules of the American Arbitration Association ("**AAA**"). Judgment upon any award rendered may be entered in any Court having jurisdiction

thereof. Except to the extent prohibited by Applicable Law, the proceedings shall be held in Orlando, Florida. The arbitrator shall have no power or authority to grant punitive or exemplary damages as part of its award. In no event may the material provisions of this Agreement including, but not limited to the method of operation, authorized product line sold or monetary obligations specified in this Agreement, amendments to this Agreement or in the Manuals be ignored, waived, modified or changed by the arbitrator at any arbitration hearing. The substantive law applied in such arbitration shall be as provided in Section 20.7 of this Agreement. The arbitration and the parties' agreement therefor shall be deemed to be self-executing, and if either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party despite said failure to appear. All issues relating to arbitrability or the enforcement of the agreement to arbitrate contained herein shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.), notwithstanding any provision of this Agreement specifying the state law under which this Agreement shall be governed and construed.

19.4 Awards. The arbitrator will have the right to award or include in his award any relief which he or she deems proper in the circumstances, including money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief and attorneys' fees and costs, in accordance with Section 20.13 of this Agreement, provided that the arbitrator will not have the authority to award exemplary or punitive damages. The award and decision of the arbitrator will be conclusive and binding upon all parties and judgment upon the award may be entered in any court of competent jurisdiction. Each party waives any right to contest the validity or enforceability of such award. The parties shall be bound by the provisions of any limitation on the period of time by which claims must be brought. The parties agree that, in connection with any such arbitration proceeding, each will submit or file any claim which would constitute a compulsory counter-claim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceedings as the claim to which it relates. Any such claim which is not submitted or filed in such proceeding will be barred.

19.5 Permissible Parties. Franchisee and Company agree that arbitration will be conducted on an individual, not a class wide, basis and that any arbitration proceeding between Franchisee and Company will not be consolidated with any other arbitration proceeding involving Company and any other person or entity.

19.6 Survival. The provisions of this Section 19.2 will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

ARTICLE 20.
MISCELLANEOUS PROVISIONS

20.1 Notices. Except as otherwise expressly provided herein, all written notices and reports permitted or required to be delivered by the parties pursuant hereto shall be deemed so delivered at the time delivered by hand, one business day after transmission by facsimile or other electronic system expressly approved in the Manuals as appropriate for delivery of notices hereunder (with confirmation copy sent by regular U.S. mail), or three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid, or one business day after placement with United Parcel Service or Federal Express for overnight delivery, and addressed as follows:

If to Company: Fly Alliance Maintenance Partners, LLC
637 Palm Drive, Suite 101
Ocoee, FL 34761

With copy (which shall not constitute notice) to:

Kenneth R. Costello, Esq.
Bryan Cave Leighton Paisner LLP
120 Broadway, Suite 300
Santa Monica, California 90401
Facsimile No.: (310) 576-2200

If to Franchisee: The Franchisee Notice Address, and if applicable, the following address:

_____

_____

Any party may change his or its address by giving ten (10) days prior written notice of such change to all other parties.

20.2 Company's Right To Cure Defaults. In addition to all other remedies herein granted if Franchisee shall default in the performance of any of its obligations or breach any term or condition of this Agreement or any related agreement, Company may, at its election, immediately or at any time thereafter, without waiving any claim for default or breach hereunder and without notice to Franchisee, cure such default or breach for the account and on behalf of Franchisee, and the cost to Company thereof shall be due and payable on demand and shall be deemed to be additional compensation due to Company hereunder and shall be added to the amount of compensation next accruing hereunder, at the election of Company.

20.3 Waiver and Delay. No waiver by Company of any default or series of defaults in performance by Franchisee, and no failure, refusal or neglect of Company to exercise any right, power or option given to it hereunder or under any other franchise or license agreement between Company and Franchisee, whether entered into before, after or contemporaneously with the execution hereof (and whether or not related to the Licensed Business(es)) or to insist upon strict compliance with or performance of Franchisee's obligations under this Agreement, any other franchise or license agreement between Company and Franchisee, whether entered into before, after or contemporaneously with the execution hereof (and whether or not related to the Licensed Business(es)) or the Manuals or the Standards, shall constitute a waiver of the provisions of this Agreement or the Manuals or the Standards with respect to any subsequent default thereof or a waiver by Company of its right at any time thereafter to require exact and strict compliance with the provisions thereof. Company will consider written requests by Franchisee for Company's consent to a waiver of any obligation imposed by this Agreement. Franchisee agrees, however, that Company is not required to act uniformly with respect to waivers, requests and consents as each request will be considered on a case by case basis, and nothing shall be construed to require Company to grant any such request. Any waiver granted by Company shall be without prejudice to any other rights Company may have, will be subject to continuing review by Company, and may be revoked, in Company's sole and absolute discretion, at any time and for any reason, effective upon ten (10) days prior written notice to Franchisee. Company makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee by providing any waiver, approval, acceptance, consent, assistance, or suggestion to Franchisee in connection with this Agreement, or by reason of any neglect, delay, or denial of any request.

20.4 Survival of Covenants. The covenants contained in this Agreement which, by their nature or terms, require performance by the parties after the expiration or termination of this Agreement, shall be enforceable notwithstanding said expiration or other termination of this Agreement for any reason whatsoever.

20.5 Successors and Assigns; Benefit. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Company and Franchisee and its or their respective heirs, executors, administrators, successors and assigns, subject to the restrictions on Assignment contained herein. This Agreement is for the benefit of the parties only, and is not intended to and shall not confer any rights or benefits upon any person who is not a party hereto.

20.6 Joint and Several Liability. If Franchisee consists of more than one Entity, the obligations and liabilities of each such entity to Company are joint and several, and such Entities shall be deemed to be a general partnership.

20.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any conflict of laws principles, except that state law relating to (1) the

offer and sale of franchises (2) franchise relationships, or (3) business opportunities, will not apply unless the applicable jurisdictional requirements are met independently without reference to this paragraph.

20.8 Entire Agreement. This Agreement, the Standards and the Manuals contain all of the terms and conditions agreed upon by the parties hereto with reference to the subject matter hereof. No other agreements oral or otherwise shall be deemed to exist or to bind any of the parties hereto and all prior agreements, understandings and representations are merged herein and superseded hereby. Franchisee represents that there are no contemporaneous agreements or understandings relating to the subject matter hereof between the parties that are not contained herein. Franchisee has not relied on any statements or representations of any nature whatsoever, whether written or oral, made by Company or any other person, except as specifically set forth in this Agreement or in the Franchise Disclosure Document provided by Company in connection with this Agreement, if applicable. No officer or employee or agent of Company has any authority to make any representation or promise not contained in this Agreement or in any Franchise Disclosure Document for prospective franchisees required by Applicable Law provided by Company in connection with this Agreement, if applicable, and Franchisee agrees that it has executed this Agreement without reliance upon any such representation or promise. This Agreement cannot be modified or changed except by written instrument signed by all of the parties hereto. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document provided by Company in connection with this Agreement, if applicable.

20.9 Titles For Convenience. Article and Section titles used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, or conditions of this Agreement.

20.10 Gender And Construction. The terms of all Exhibits hereto are hereby incorporated into and made a part of this Agreement as if the same had been set forth in full herein. All terms used in any one number or gender shall extend to mean and include any other number and gender as the facts, context, or sense of this Agreement or any article or Section hereof may require. As used in this Agreement, the words “include,” “includes” or “including” are used in a non-exclusive sense. Unless otherwise expressly provided herein to the contrary, any consent, acceptance, approval or authorization of Company which Franchisee may be required to obtain hereunder may be given or withheld by Company in its sole and absolute discretion, and on any occasion where Company is required or permitted hereunder to make any judgment, determination or use its discretion, including any decision as to whether any condition or circumstance meets Standards, Company may do so in its sole subjective judgment and discretion. No provision herein expressly identifying any particular breach of this Agreement as material shall be construed to imply that any other breach which is not so identified is not material. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against the drafter hereof, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto. Company and Franchisee intend that if any provision of this Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall be given the meaning that renders it enforceable.

20.11 Severability. Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provisions of this Agreement or the Manuals and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the provisions of this Agreement or the Manuals thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. If any part, article, section, sentence or clause of this Agreement, the Standards or the Manuals shall be held to be indefinite, invalid or otherwise unenforceable, the indefinite, invalid or unenforceable provision shall be deemed deleted, and the remaining part of this Agreement shall continue in full force and effect.

20.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

20.13 Fees and Expenses. If any party to this Agreement shall bring any arbitration, action or proceeding for any relief against the other, declaratory or otherwise, arising out of this Agreement, the losing party shall pay to the prevailing party a reasonable sum for attorney fees and costs incurred in bringing or defending such arbitration, action or proceeding and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such arbitration, action or proceeding and shall be paid whether or not such action or proceeding is prosecuted to final judgment. Any judgment or order entered in such action or proceeding shall contain a specific provision providing for the recovery of attorney fees and costs, separate from the judgment, incurred in enforcing and/or collecting such judgment. The prevailing party shall be determined by the trier of fact based upon an assessment of which party's major arguments or positions taken in the proceedings could fairly be said to have prevailed over the other party's major arguments or positions on major disputed issues. For the purposes of this Section, attorney fees shall include fees incurred in the following: (1) post-judgment motions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation. This Section is intended to be expressly severable from the other provisions of this Agreement, is intended to survive any judgment and is not to be deemed merged into the judgment.

20.14 Waiver of Jury Trial; Venue. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES: (1) HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT, AND (2) THEY AGREE THAT ORLANDO, FLORIDA SHALL BE THE VENUE FOR ANY LITIGATION ARISING UNDER THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THEY HAVE REVIEWED THIS SECTION AND HAVE HAD THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE AS TO ITS MEANING AND EFFECT.

_____	_____
FRANCHISEE INITIALS	COMPANY INITIALS

ARTICLE 21.
FINANCIAL COVENANT

21.1 Debt to Capital Employed. Unless Company otherwise agrees in writing, at no time during the Term shall Franchisee's ratio of debt to capital employed be greater than fifty percent (50%); and Franchisee shall promptly notify Company if at any time such ratio is greater than fifty percent (50%).

ARTICLE 22.
SUBMISSION OF AGREEMENT

22.1 General. The submission of this Agreement does not constitute an offer and this Agreement shall become effective only upon the execution thereof by Company and Franchisee. This Agreement shall not be binding on Company unless and until it shall have been accepted and signed on its behalf by an authorized officer of Company.

ARTICLE 23.
ACKNOWLEDGMENT

23.1 General. Franchisee, and its Owners, jointly and severally acknowledge that they have carefully read this Agreement and all other related documents to be executed concurrently or in conjunction with the execution hereof, that they have obtained the advice of counsel in connection with entering into this Agreement, that they understand the nature of this Agreement, and that they intend to comply herewith and be bound hereby. Except as set

forth in the Franchise Disclosure Document, if any such representation was made, Company expressly disclaims making, and Franchisee acknowledges that it or they have not received or relied on any warranty or guarantee, express or implied, as to the potential volume, profits, expenses, or success of the business venture contemplated by this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereof have executed this Agreement as of the date of execution by

"**Company**"

Fly Alliance Maintenance Partners, LLC

_____

Date of Execution

Name:_____
Its:_____

"**Franchisee**"

_____

Date of Execution

_____,
[ ] an individual;

[ ] a _____ general partnership;
[ ] a _____ limited partnership;
[ ] a _____ limited liability company;
[ ] a _____ corporation

_____
Name:_____
Its: _____, and individually

APPENDIX 1

"**AAA**" shall have the meaning set forth in Section 19.3 of this Agreement.

"**Accounting Period**" means a calendar month, unless and until a different period is specified by Company.

"**Additional Training**" shall have the meaning set forth in Section 6.3.3 of this Agreement.

"**Advertising Fee(s)**" shall have the meaning set forth in Section 4.4 of this Agreement.

"**Advertising Fund**" shall have the meaning set forth in Section 4.4 of this Agreement.

"**Affiliate**" when used herein in connection with Company or Franchisee, includes each person or Entity which directly, or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with Company or Franchisee, as applicable. Without limiting the foregoing, the term "Affiliate" when used herein in connection with Franchisee includes any Entity ten percent (10%) or more of whose Equity or voting control, is held by person(s) or Entities who, jointly or severally, hold ten percent (10%) or more of the Equity or voting control of Franchisee. For purposes of this definition, control of a person or Entity means the power, direct or indirect, to direct or cause the direction of the management and policies of such person or Entity whether by contract or otherwise. Notwithstanding the foregoing definition, if Company or its Affiliate has any ownership interest in Franchisee, the term "Affiliate" shall not include or refer to Company or that Affiliate, and no obligation or restriction upon an "Affiliate" of Franchisee, shall bind Company, or said Affiliate or their respective direct and indirect parents or subsidiaries, or their respective officers, directors, or managers.

"**Agreement**" means this Franchise Agreement.

"**Ancillary Products and Services**" shall have the meaning set forth in Section 9.2 of this Agreement.

"**Anti-Terrorism Laws**" means Executive Order 13224 issued by the President of the United States of America (or any successor Order), the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) of 2001 (or any successor legislation) and all other present and future national, provincial, federal, state and local laws, ordinances, regulations, policies, lists, Orders and any other requirements of any Governmental Authority addressing or in any way relating to terrorist acts and acts of war.

"**Applicable Law**" means and includes applicable common law and all applicable statutes, laws, rules, codes, regulations, ordinances, policies and procedures established by any Governmental Authority, as in effect on the Effective Date hereof, and as may be amended, supplemented or enacted from time to time, including without limitation all labor, immigration, FAA laws, rules and regulations, and all privacy and data protection laws, rules and regulations, including the Gramm-Leach-Bliley Act, (15 U.S.C. 1601, et seq.), Drivers Privacy Protection Act, (18 U.S.C. 2721, et seq.), Payment Card Industry Data Security Standards, and all similar or related current and future federal, state and local laws, regulations and rules related to the use, disclosure and storage of data in any form, whether written or electronic.

"**Approved Products and Services**" means the services and ancillary related products specified by Company from time to time in the Manuals, or otherwise in writing, including without limitation, in any applicable National Account Participation Agreements, for offer and sale by Franchisee, marketed, offered, sold, and rendered on a mobile basis for the repair and/or maintenance of Authorized Aircraft in strict accordance with the Standards. Unless Company otherwise approves, all parts and supplies used in connection with Franchisee's Licensed Business must be purchased from and through Company's affiliated distribution company, currently Alliance Aviation Group, LLC, at its then-current prices, which are subject to change.

"Authorized Aircraft" means the specific aircraft identified by manufacturer, brand, engine, system, type and limitations, on the FAA Compatibilities List issued to Company's Affiliate, Fly Alliance Maintenance, LLC, and further specifically designated by Company in writing from time to time for repair and maintenance by Franchisee.

"**Area Development Agreement**" means an agreement between Franchisee and Company under which Franchisee or its Affiliate has agreed to open at multiple airports.

"**Assets**" means all of the assets owned by Franchisee or in which Franchisee otherwise has any rights, used in connection with the Licensed Business(es): (a) all accounts, licenses, permits, and contract rights, including this Agreement, leasehold interests, all telephone and fax numbers, telephone and other directory listings, general intangibles, receivables, claims of Franchisee, all guaranties and security therefor and all of Company's right, title and interest in the goods purchased and represented by any of the foregoing; (b) all chattel paper including electronic chattel paper and tangible chattel paper; (c) all documents and instruments; (d) all letters of credit and letter-of-credit rights and all supporting obligations; (e) all deposit accounts; (f) all investment property and financial assets; (g) all inventory and products thereof and documents therefor; (h) all vehicles, furniture, fixtures, equipment, leasehold improvements, tools and machinery, wherever located and all documents and general intangibles covering or relating thereto; (i) all books and records pertaining to the foregoing, including computer programs, data, certificates, records, circulation lists, subscriber lists, advertiser lists, supplier lists, Customer Lists, customer and supplier contracts, sales orders, and purchasing records; (j) all software including computer programs and supporting information; (k) all commercial tort claims; (l) all other personal property of Franchisee of any kind used in connection with the Licensed Business; and (m) all proceeds of the foregoing, including proceeds of insurance policies.

"**Assignment**" shall mean and refer to any assignment, transfer, sale, gift or other conveyance, voluntarily or involuntarily, in whole or in part, by operation of Applicable Law or otherwise, of any interest in this Agreement or any of Franchisee's rights or privileges hereunder, or any Licensed Business(es) or all or any substantial portion of the assets of the Business(es), if any, including any vehicle lease; provided, further, however, each of the following shall be deemed to be an Assignment of this Agreement: (i) the sale, assignment, transfer, conveyance, gift, pledge, mortgage, hypothecation or other encumbrance of ten percent (10%) or more in the aggregate, whether in one or more transactions, of the Equity or voting power of Franchisee, by operation of law or otherwise, (ii) or any event(s) or transaction(s) which, directly or indirectly, effectively changes control of Franchisee; (iii) the issuance of any securities by Franchisee which itself or in combination with any other transaction(s) results in the Owners, as constituted on the Effective Date, owning less than fifty and one tenth percent (50.1%) of the outstanding Equity or voting power of Franchisee; (iv) if Franchisee is a Partnership, the resignation, removal, withdrawal, death or legal incapacity of a general partner or of any limited partner owning ten percent (10%) or more of the Partnership Rights of the Partnership, or the admission of any additional general partner, or the transfer by any general partner of any of its Partnership Rights in the Partnership, or any change in the ownership or control of any general partner; (iv) the death or legal incapacity of any Owner owning ten percent (10%) or more of the Equity or voting power of Franchisee; and (v) any merger, stock redemption, consolidation, reorganization, recapitalization or other transfer of control of Franchisee, however effected.

"**Business**" or "**'FLY ALLIANCE'** Business" means a "FLY ALLIANCE" Business being developed or operated, as the case may be, under the Marks and in accordance with the System and the Standards, and specializing in the sale of approved products and services.

"**Business Level EBITDA**" means earnings of the Licensed Business(es): (i) after reduction for: (a) amounts charged for full "Continuing Royalty" and "Advertising Fee" during such period, (b) amounts spent directly on Licensed Business(es) marketing and advertising, and (c) amounts spent on all Licensed Business(es) labor and management expenses, including reasonable salary, benefits and bonus of the Level 3 Technician of the Licensed Business(es), but not Franchisee's Operating Principal, and not general overhead relating to Franchisee or its Affiliates or any multi-unit management personnel; and (ii) without reduction for (a) interest, (b) taxes, (c) depreciation or (d) amortization.

"**Competitive Activities**" means to, own, operate, lend to, advise, be employed by, or have any financial interest in any business, other than a "FLY ALLIANCE" Business operated pursuant to a validly subsisting franchise agreement with Company, that specializes in aircraft maintenance and repair services. Notwithstanding the foregoing, "**Competitive Activities**" shall not include the direct or indirect ownership solely as an investment, of securities of any Entity which are traded on any national securities exchange if the owner thereof (i) is not a controlling person of, or a member of a group which controls, such Entity and (ii) does not, directly or indirectly, own five percent (5%) or more of any class of securities of such Entity.

"**Continuing Royalty**" shall have the meaning set forth in Section 4.2 of this Agreement.

"**Co-op Advertising Regions**" shall have the meaning set forth in Section 8.4 of this Agreement.

"**Crisis Management Event**" means any event that occurs in connection with the Licensed Business that has or may cause harm or injury to customers or any individual responsible for operating the Licensed Business(es), such as contagious diseases, natural disasters, terrorist acts, shootings, or any other circumstance which may damage the System, Marks, or image or reputation of Businesses or Company or its Affiliates.

"**Customer List**" shall have the meaning set forth in Section 10.5 of this Agreement.

"**Day**" means a calendar day unless expressly indicated to be a "business day," and "business day" refers to any day other than Saturday, Sunday or a U.S. federal holiday, on which non-essential federal government offices are closed.

"**Default**" or "**default**" means any breach of, or failure to comply with, any of the terms or conditions of an agreement.

"**Deposit**" shall have the meaning set forth in Section 6.3.2 of this Agreement.

"**Designated Products and Services**" shall have the meaning set forth in Section 9.1 of this Agreement.

"**Dispatch Agreement**" shall have the meaning set forth in Section 5.3 of this Agreement.

"**Dispatch System**" shall have the meaning set forth in Section 5.3 of this Agreement.

"**EFT**" shall have the meaning set forth in Section 4.6.1 of this Agreement.

"**Entity**" means any limited liability company, partnership, trust, association, corporation or other entity which is not an individual.

"**Equity**" means capital stock, membership interests, Partnership Rights, or other equity ownership interests of an Entity.

"**Experienced Level 3 Technician**" means an individual or an Entity that is wholly-owned and controlled by an individual that has at least two (2) years of prior experience as a Level 3 Technician or assistant technician at a "FLY ALLIANCE" Business owned by Company or Company's Affiliate, or a franchisee.

"**Expiration Date**" shall have the meaning set forth in Section 3.2 of this Agreement.

"**FAA**" means and refers to the Federal Aviation Administration.

"**Force Majeure**" means acts of God (such as tornadoes, earthquakes, hurricanes, floods, fire or other natural catastrophe); strikes, lockouts or other industrial disturbances; war, terrorist acts, riot, or other civil disturbance; epidemics; or other similar forces which Franchisee could not by the exercise of reasonable diligence have avoided; *provided*, *however*, that neither an act or failure to act by a Governmental Authority, nor the performance, non-performance or exercise of rights under any agreement with Franchisee by any lender, landlord, contractor, or other person shall be an event of Force Majeure hereunder, except to the extent that such act, failure to act, performance, non-performance or exercise of rights results from an act which is otherwise an event of Force Majeure. For the avoidance of doubt, Franchisee's financial inability to perform or Franchisee's insolvency shall not be an event of Force Majeure hereunder.

"**Franchise Disclosure Document**" means a franchise disclosure document in form and content required by the Federal Trade Commission Rule on Franchising, 16 C.F.R. Part 436, and corresponding state law.

"**Franchisee**" shall have the meaning set forth in the preamble of this Agreement.

"**Franchisee Notice Address**" shall have the meaning set forth in Section 1.1 of this Agreement.

"**Governmental Authority**" means and includes all Federal, state, county, municipal and local governmental and quasi-governmental agencies, commissions and authorities.

"**Gross Labor Revenue**" means and includes all revenues received or receivable by Franchisee as payment, whether in cash or for credit, or other means of exchange (and whether or not payment is received), for any and all labor performed, whether sub-contracted or directly sold from Franchisee's "Fly Alliance" Licensed Business(es), or which are promoted or sold under any of the Marks, during each Accounting Period during the term of the Franchise Agreement, whether or not Company or other franchisee's offer the services or products in other Business locations. Gross Labor Revenue includes (a) remuneration for labor/services performed, of any nature or kind, derived by Franchisee or by any other person or Entity (including Franchisee Affiliate(s)) in connection with the operation of the Licensed Business; and (b) sales of labor/ services that violate the terms of the Franchise Agreement "Gross Labor Revenue" excludes (i) sales, value added or other tax, excise or duty charged to customers imposed by any Federal, state, municipal or local authority, based on sales of specific goods, products, merchandise or services sold or provided at or from the Licensed Business(es) and actually paid to the appropriate governmental authority; and (ii) revenues received on account of sales of pre-paid loyalty cards and certificates; *provided, however*, that revenues received on redemption of the pre-paid loyalty cards and certificates shall be included as part of "Gross Labor Revenue".

"**Heirs**" shall have the meaning set forth in Section 14.3.2 of this Agreement.

"**Information**" shall have the meaning set forth in Section 10.1 of this Agreement.

"**Information Systems**" means all electronic based hardware, software, middleware, web-based solutions, wireless, electronic interfaces, cabling, and other electronic devices, including, computer systems, point of sale ("**P.O.S.**") and cash collection systems, data systems, network systems, printer systems, internet systems, telecommunication systems, systems, security systems, digital media systems, video and still digital cameras, power systems, and required service and support systems and programs.

"**Initial Franchise Fee**" shall have the meaning set forth in Section 1.1 of this Agreement.

"**Initial Term**" shall have the meaning set forth in Section 1.1 of this Agreement.

"**Initial Training Fee**" shall have the meaning set forth in Section 1.1 of this Agreement.

"**Initial Training Program**" shall have the meaning set forth in Section 6.1.1 of this Agreement.

"**Internet**" means collectively the myriad of computer and telecommunications facilities, including equipment and software, which comprise the interconnected worldwide network of networks that employ the TCP/IP [Transmission Control Protocol/Internet Protocol], or any predecessor or successor protocols to such protocol, to communicate information of all kinds by fiber optics, wire, radio, or other methods of transmission.

"**Internet Referral Sources**" means operators of Internet websites (or similar referral sources) that offer to refer customers to Company and its franchises for a fee.

"Level 3 Technician" means an individual, acceptable to, and certified by Company, and responsible for overseeing the operation of the Licensed Business.

"**Licensed Business**" or "**'FLY ALLIANCE' Business**" means a "FLY ALLIANCE" Business being developed or operated by a Franchisee pursuant to this Agreement, under the Marks and in accordance with the System and the Standards, and specializing in the sale or provision of Approved Products and Services.

"**Licenses**" means and includes all applicable franchises, licenses, permits, registrations, certificates and other operating authority required by Applicable Law.

"**Local Advertising Expenditure**" shall have the meaning set forth in Section 8.2 of this Agreement.

"**Loyalty Card Program**" shall have the meaning set forth in Section 7.3.5 of this Agreement.

"**Loyalty Cards**" shall have the meaning set forth in Section 7.3.5 of this Agreement.

"**Manuals**" means Company's library of operations and training manuals related to the Licensed Business, including start-up manuals and franchise unit operation manuals, and any other written directive related to the System, as the same may be amended and revised from time to time, including all bulletins, supplements and ancillary and additional manuals and written directives established by Company as in effect and amended from time to time.

"**Marks**" shall mean the "FLY ALLIANCE" name and service mark, and such other trademarks, service marks, logo types and commercial symbols as Company may from time to time authorize or direct Franchisee to use in connection with the operation of the Licensed Business.

"**National Account(s)**" which means and includes any (i) aircraft manufacturer; (ii) aviation maintenance or repair company; (iii) existing or potential airport or related facilities or businesses (or such businesses' customers); (iv) aviation and aircraft insurers, and (v) aviation fleet or aircraft management company with more than 20 aircraft under management.

"**National Account Participation Agreement**" means an agreement between Franchisee and Company where Franchisee is permitted to provide Approved Products and Services on behalf of a National Account pursuant to terms and conditions established and agreed by Company and a National Account in a separate agreement.

"**Notice of Election**" shall have the meaning set forth in Section 3.3.1 of this Agreement.

"**Office**" shall have the meaning given in Section 5.2.1 of this Agreement.

"**On-Site Training**" shall have the meaning set forth in Section 6.2 of this Agreement.

"**Operating Principal**" shall have the meaning set forth in Section 1.1 of this Agreement.

"**Option Notice**" shall have the meaning set forth in Section 18.1.1 of this Agreement.

"**Owner**" means any direct or indirect shareholder, member, general or limited partner, trustee, or other equity owner of an Entity, except, that if Company or any Affiliate of Company has any ownership interest in Franchisee, the term "Owner" shall not include or refer to Company or that Affiliate or their respective direct and indirect parents and subsidiaries, and no obligation or restriction upon the "Franchisee", or its Owners shall bind Company, or said Affiliate or their respective direct and indirect parents and subsidiaries or their respective officers, directors, or managers.

"**Partnership**" means any general partnership, limited partnership, or limited liability partnership.

"**Partnership Rights**" means voting power, property, profits or losses, or partnership interests of a Partnership.

"**Purchase Option**" shall have the meaning set forth in Section 18.1.1 of this Agreement.

"**Purchase Price**" shall have the meaning set forth in Section 18.2.1 of this Agreement.

"**Referring Businesses**" shall have the meaning set forth in Section 8.6.6 of this Agreement.

"**Referred Customers**" shall have the meaning set forth in Section 8.6.6 of this Agreement.

"**Restricted Persons**" means Franchisee, and each of its Owners and Affiliates, and the respective officers, directors, managers, and Affiliates of each of them, the Operating Principal, the Level 3 Technician(s), and the spouse and family members who live in the same household of each of the foregoing who are individuals.

"**ROFR**" shall have the meaning set forth in Section 13.2.3(c) of this Agreement.

"**ROFR Period**" shall have the meaning set forth in Section 13.2.3(c) of this Agreement.

"**Standards**" means the specifications, standards, operating procedures, policies, rules, regulations, procedures, protocols, restrictions, and administrative procedures which Company or Applicable Law requires for implementing the System and operation of a "FLY ALLIANCE" Business, as supplemented and modified by Company from time to time in writing.

"**Successor Franchise Agreement**" shall have the meaning set forth in Section 3.2 of this Agreement.

"**Successor Franchise Right**" shall have the meaning set forth in Section 3.2 of this Agreement.

"**Successor Term**" shall have the meaning set forth in Section 3.2 of this Agreement.

"**Supplier**" shall have the meaning set forth in Section 9.2 of this Agreement.

"**System**" means Company's operating methods and business practices related to its Businesses, and the relationship between Company and its franchisees, including without limitation defined product and services offerings; distinctive interior and exterior Business designs, including architectural designs, layout plans, and other items of trade dress; methodologies and specifications for maintenance, repair and other services relating to aircraft; tools, supplies, equipment, furnishings, fixtures, and uniforms; signage; Trade Secrets and other confidential information; restrictions on ownership; Dispatch Systems, inventory and replacement part supply and management systems, methods and requirements; recommended best practices and the Standards; management and technical training programs; and marketing and public relations programs; all as Company may supplement and modify the same from time to time.

"**Technology and Customer Support Fee**" shall have the meaning set forth in Section 4.3 of this Agreement.

"**Term**" shall have the meaning set forth in Section 3.1 of this Agreement including any extensions thereof.

"**Terrorist Lists**" means all lists of known or suspected terrorists or terrorist organizations published by any U.S. Government Authority, including the U.S. Treasury Department's Office of Foreign Asset Control ("**OFAC**"), that administers and enforces economic and trade sanctions, including against targeted non-U.S. countries, terrorism sponsoring organizations and international narcotics traffickers.

"**Total Ticket Price**" shall have the meaning set forth in Section 8.6.6 of this Agreement.

"**Trade Secrets**" means proprietary and confidential information, including, specifications, procedures, policies, concepts, systems, know-how, plans, software, strategies, and methods and techniques of operating the Licensed Business(es) and producing and performing Approved Products and Services, excluding information that is or becomes a part of the public domain through publication or communication by third parties not bound by any confidentiality obligation or that Franchisee can show was already lawfully in Franchisee's possession before receipt from Company.

"**Travel Expenses**" means costs and expenses incurred by or assessed in connection with travel, including airfare, hotel/lodging, local transportation, meals, and, with regard to Company's employees', agents' and/or representatives' expenses, a per diem charge determined by Company in advance, with respect to other incidental expenses incurred, including, without limitation, laundry and/or telephone expenses.

"**Trigger Date**" means the earliest to occur of: (a) twenty four (24) months following the opening date of the first Licensed Business; (b) twenty four (24) months following the opening date of the first Business opened under an Area Development Agreement pursuant to which this Agreement has been executed, if applicable; or (c) if applicable, the day on which such Area Development Agreement is terminated, if terminated due to Franchisee's failure to meet its Development Obligation thereunder.

EXHIBIT A

Office Location

The street address of the Office is as follows:

_____
_____
_____

EXHIBIT B

Electronic Funds Transfer

Authorization To Honor Charges Drawn By and Payable To

Fly Alliance Maintenance Partners, LLC Bank Name Account No. ABA# FEIN

_____ _____ _____

The undersigned Depositor hereby authorizes and requests the Depository designated below to honor and to charge to the following designated account, checks, and electronic debits (collectively, "debits") drawn on such account which are payable to the above named Payee. It is agreed that Depository's rights with respect to each such debit shall be the same as it if were a check drawn and signed by the Depositor. It is further agreed that is any such debit is not honored, whether with or without cause and whether intentionally or inadvertently, depository shall be under no liability whatsoever. This authorization shall continue in force until Depository and Payee have received at least thirty (30) days written notification from Depositor of its termination.

The Depositor agrees with respect to any action taken pursuant to the above authorization.

(1) To indemnify the Depository and hold it harmless from any loss it may suffer resulting from or in connection with any debit, including, without limitation, execution and issuance of any check, draft or order, whether or not genuine, purporting to be authorized or executed by the Payee and received by the Depository in the regular course of business for the purpose of payment, including any costs or expenses reasonably incurred in connection therewith.

(2) To indemnify Payee and the Depository for any loss arising in the event that any such debit shall be dishonored, whether with or without cause and whether intentionally or inadvertently.

(3) To defend at Depositor's own cost and expense any action which might be brought by a depositor or any other persons because of any actions taken by the Depository or Payee pursuant to the foregoing request and authorization, or in any manner arising by reason of the Depository's or Payee's participation therein.

Name of Depository:_____

Name of Depositor:_____

Designated Bank Account:_____

(Please attach one voided check for the above account)

Office Location:_____

Business #:_____

For information call:_____

Address:_____

Phone #:_____

Fax #:_____

_____

Name of Franchisee/Depositor (please print)

By:_____

Signature and Title of Authorized Representative

Date:_____

EXHIBIT C

Entity Information

Franchisee represents and warrants that the following information is accurate and complete in all material respects:

(1) Franchisee is a (check as applicable):

[ ] corporation

[ ] limited liability company

[ ] general partnership

[ ] limited partnership

[ ] Other (specify): _____

(2) Franchisee shall provide to Company concurrently with the execution hereof true and accurate copies of its charter documents including Articles of Incorporation, Bylaws, Operating Agreement, Partnership Agreement, resolutions authorizing the execution hereof, and any amendments to the foregoing ("Entity Documents").

(3) Franchisee promptly shall provide such additional information as Company may from time to time request concerning all persons who may have any direct or indirect financial interest in Franchisee.

(4) The name and address of each of Franchisee's Owners, members, or general and limited partner:

Name	Address	Number of Shares / % Interest

(5) There is set forth below the names, and addresses and titles of Franchisee's principal officers or partners who will be devoting their full time to the Business:

Name & Title	Address

(6) The address where Franchisee's Financial Records, and Entity records (e.g., Articles of Incorporation, Bylaws, Operating Agreement, Partnership Agreement, etc.) are maintained is:

_____

_____

_____

Exhibit B

Area Development Agreement

“FLY ALLIANCE”
AREA DEVELOPMENT AGREEMENT

BY AND BETWEEN

Fly Alliance Maintenance Partners LLC

AND

_____

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"FLY ALLIANCE"
AREA DEVELOPMENT AGREEMENT

THIS **AREA DEVELOPMENT AGREEMENT** (the "**Agreement**") is made and entered into this ___ day of ____ 20___, (the "**Effective Date**") by and between **Fly Alliance Maintenance Partners, LLC** a Delaware limited liability company (the "**Company**") and _____, a(n) _____ ("**Franchisee**") with reference to the following facts:

A. Company has the right to license the "FLY ALLIANCE" name and service mark, and such other trademarks, trade names, service marks, logotypes, insignias, trade dress and designs used in connection with the development, operation and maintenance of "FLY ALLIANCE" Businesses operated in accordance with Company's prescribed methods and business practices.

B. Company desires to expand and develop the Businesses in the Development Area, and Franchisee wishes to develop Businesses in the Development Area, upon the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1
GRANT OF DEVELOPMENT RIGHTS

1.1 Certain Fundamental Definitions and Applicable Information. In this Agreement, in addition to those terms defined in Appendix 1 and elsewhere in this Agreement, the following terms, shall have the meanings set forth below, unless the context otherwise requires:

"Franchisee Notice Address" is: _____
_____
_____
Fax No._____

"**Initial Development Fee**" means $_____. (See Section 5.1)

"**Operating Principal**" means _____, or such other individual hereafter designated by Franchisee, and accepted by Company (and until subsequently disapproved by Company), to serve as the authorized representative of Franchisee, who Franchisee acknowledges and agrees shall act as Franchisee's representative, and who shall have the authority to act on behalf of Franchisee during the Term.

1.2 Grant of Development Rights

1.2.1 Upon the terms and subject to the conditions of this Agreement, Company hereby grants to Franchisee, and Franchisee hereby accepts, the right and obligation, during the Term (defined below), to develop Businesses at the Target Airports and/or in the geographic development area defined in Exhibit A, which is attached hereto and by this reference made a part hereof (the "**Development Area**").

1.2.2 No right or license is granted to Franchisee hereunder to use any trademarks, trade names, service marks, logotypes, insignias, trade dress or designs owned by Company, such right and license being granted solely pursuant to Franchise Agreements executed pursuant hereto. Without limiting the generality of the foregoing, nothing in this Agreement shall permit Franchisee to own or operate a Business, except pursuant to duly executed and subsisting Franchise Agreement. Franchisee shall not use such trademarks, trade names, service marks, logotypes, insignias, trade dress or designs in any manner or for any purpose, including in connection with any offering of securities or any request for credit, without the prior express written approval of Company.

1.3 Exclusivity

1.3.1 During the Term of this Agreement, Company and its Affiliates shall not operate or grant a license or franchise to any other person to operate a "FLY ALLIANCE" Business at any fixed physical site located within the Development Area.

1.3.2 Except to the limited extent expressly provided in Section 1.2.1 of this Agreement, the license granted to the Franchisee under this Agreement is nonexclusive and Company expressly reserves all other rights ("**Reserved Rights**") including, the exclusive, unrestricted right, in its discretion, directly and indirectly, itself and through its employees, Affiliates, representatives, franchisees, licensees, assigns, agents and others:

(a) (i) To own or operate, and to license others (which may include its Affiliates) to own or operate Businesses at any location outside the Development Area and regardless of proximity to the "FLY ALLIANCE" Businesses developed pursuant hereto, (ii) to own or operate, and to license others (which may include Company's Affiliates) to own or operate other Businesses operating under names other than "FLY ALLIANCE", at any location, and of any type whatsoever, within or outside the Development Area and regardless of their proximity to the "FLY ALLIANCE" Businesses developed or under development pursuant to this Agreement; and (iii) to advertise and promote "FLY ALLIANCE" services at any location and by any means, including the Internet;

(b) To promote, market, offer, sell and re-sell merchandise and other products, via the Internet, direct mail advertising, or other distribution methods or channels of commerce, including to customers located within the Development Area and at any location (regardless of its proximity to the Businesses opened pursuant hereto);

(c) To provide goods and services, to or for National Accounts at any location, including within the Development Area; and

(d) To provide aircraft repair and maintenance goods and services at the Authorized Airports (i) on aircraft which at the time that services are sought or performed are not "Authorized Aircraft" which Franchisee is authorized and/or qualified to service, or (ii) on Authorized Aircraft with respect to which Franchisee for any reason has declined a customer's request for services, has failed to immediately accept a customer's request for services, or is otherwise unable or unwilling promptly to commence and complete the required services.

ARTICLE 2
FRANCHISEE'S DEVELOPMENT OBLIGATION

2.1 Development Obligation

2.1.1 Within each Development Period specified in Exhibit B, Franchisee shall equip, open and thereafter continue to operate within the Development Area, not less than the cumulative number of Businesses required by the Development Obligation for that Development Period**.**

2.1.2 Businesses developed hereunder which are open and operating and which have been assigned to Affiliates of Franchisee in accordance with Section 7.2.2 with Company's consent, shall count in determining whether Franchisee has satisfied the Development Obligation for so long as the applicable Affiliate continues to operate the Business and to satisfy the conditions set forth in Section 7.2.2.

2.2 Force Majeure

2.2.1 Subject to Franchisee's continuing compliance with Section [●], should Franchisee be unable to meet the Development Obligation for any Development Period solely as the result of Force Majeure or any legal disability of Company to deliver a Franchise Disclosure Document pursuant to Section 6.2 of this Agreement, which results in the inability of Franchisee to construct or operate the Businesses in all or substantially all of the Development Area pursuant to the terms of this Agreement, the particular Development Period during which the event of Force Majeure (or Company's legal disability to deliver a Franchise Disclosure Document) occurs shall be extended by an amount of time equal to the time period during which the Force Majeure (or Company's legal disability to deliver a Franchise Disclosure Document) shall have existed during that Development Period. Development Periods during which no such Force Majeure (or legal disability) existed shall not be extended. Other than as a result of Force Majeure or Company's legal disability to deliver a Franchise Disclosure Document, any delay in Company's issuance of acceptance of any site under Article 6, including, as a result of Franchisee's failure to satisfy the conditions set forth in Section 6.3 of this Agreement, shall not extend any Development Period.

2.3 Franchisee May Not Exceed The Development Obligation. Unless Company shall otherwise consent in writing, Franchisee may not construct, equip, open and operate more than the total number of Businesses comprising the Development Obligation.

ARTICLE 3
DEVELOPMENT AREA

3.1 Company's Right to Develop. Notwithstanding Section 2.1, above, if during the Term of this Agreement, Franchisee is unable or unwilling, or fails for any reason (except due to Force Majeure as provided in Section 2.2), to satisfy the Development Obligation (subject to any extension pursuant to Section 2.1.2), this Agreement shall automatically terminate upon notice by Company to Franchisee. Upon such termination, Company may, but has no obligation to, open and operate, or license others to (or grant others development rights to) open and operate, Businesses at any site(s) within the Development Area, except if and to the extent that exclusive rights have been granted to Franchisee and continue to apply pursuant to the individual Franchise Agreement for each then existing Business located in the Development Area while such Franchise Agreement remains in effect.

3.2 Territory for Each Individual Business. Each Franchise Agreement executed pursuant hereto shall be airport site specific and shall not provide any exclusive territory within which Company and its Affiliates may not open or operate, or franchise or license the operation of, any Business (subject to certain conditions, reserved rights and other limitations provided for in the Franchise Agreements).

ARTICLE 4
TERM OF AREA DEVELOPMENT AGREEMENT

4.1 Term. The term of this Agreement shall commence on the Effective Date and, unless otherwise negotiated, terminated or extended as provided herein, shall continue until the earlier of (i) the third (3rd) anniversary of the Effective Date, or (ii) the date of execution of the Franchise Agreement granting Franchisee the right to open the last Business necessary for Franchisee to fully satisfy the Development Obligation (the "**Term**").

4.2 Limited Additional Development Right. If Franchisee shall determine that there are additional airports at which it desires to engage in further development within the Development Area in excess of the Development Obligation, Franchisee shall at the earlier of (i) one hundred eighty (180) days prior to the scheduled expiration of the Term or (ii) the date on which acceptance of the proposed site for the last Business required to meet the Development Obligation is issued, notify Company in writing ("**Additional Development Notice**") of Franchisee's desire to develop additional Businesses in the Development Area and a plan for such development over a new mutually agreed upon term, setting forth the number of proposed Businesses and the deadlines for the development of each of them within such proposed term. This right of additional development by Franchisee shall be exercised only in accordance with Section 4.3 and is subject to the conditions set forth in Section 4.4. This Agreement is not otherwise renewable.

4.3 Exercise of Right of Additional Development

4.3.1 If Company determines the additional development obligation proposed by the Additional Development Notice is unacceptable in any respect(s), Company and Franchisee shall (subject to Section 4.4) negotiate during the following sixty (60) days in an effort to reach a mutually agreeable additional development obligation. Each party may negotiate to protect its own interests as it deems appropriate in its discretion.

4.3.2 If the additional development obligation proposed by the Additional Development Notice is acceptable to Company, or if Company and Franchisee reach agreement on an alternative additional development obligation (the "**Additional Development Obligation**") within said sixty (60) day period, then Company shall deliver to Franchisee a copy of Company's Then-current Franchise Disclosure Document, if required by Applicable Law, and two copies of the Then-current area development agreement, which may vary substantially from this Agreement, setting forth the agreed upon Additional Development Obligation. Within thirty (30) days after Company's delivery of the said area development agreement, but no sooner than immediately after the expiration of any applicable waiting period(s) prescribed by Applicable Law, Franchisee shall execute two copies of the area development agreement and return them to Company together with the applicable development fee, if any, for the Businesses required by the Additional Development Obligation. If Franchisee has so executed and returned the copies and has satisfied the conditions set forth in Section 4.4, Company will execute the copies and return one fully executed copy to Franchisee.

4.4 Conditions to Exercise of Right of Additional Development. Franchisee's right to additional development described in Section 4.2 shall be subject to Franchisee's fulfillment of the following conditions precedent:

4.4.1 Franchisee (and each of its Affiliates which have developed or operate Businesses in the Development Area) shall have fully performed all of its obligations under this Agreement and all other agreements between Company and Franchisee (or the applicable Affiliate).

4.4.2 Franchisee shall have demonstrated to Company Franchisee's financial capacity to perform the Additional Development Obligations set forth in the area development agreement. In determining if Franchisee is financially capable, Company will apply the same criteria to Franchisee as it applies to prospective area developer franchisees at that time.

4.4.3 At the expiration of each Development Period and at the expiration of the Term, Franchisee shall have opened and shall thereafter have continued to operate, in the Development Area, not less than the aggregate number of Businesses then required by the Development Obligation.

4.4.4 Company and Franchisee shall have executed a new area development agreement pursuant to Section 4.3.

4.4.5 Franchisee and all Affiliates of Franchisee who then have a currently effective franchise agreement or area development with Company shall have executed and delivered to Company a general release, or a form prescribed by Company, of any and all known and unknown claims against Company or its Affiliates, and their respective officers, directors, agents, shareholders and employees.

4.5 Effect of Expiration. Unless an Additional Development Obligation shall have been agreed upon, and a new area development agreement shall have been executed by the parties pursuant to Sections 4.2 and 4.3, following the expiration of the Term, or the sooner termination of this Agreement, (a) Franchisee shall have no further right to construct, equip, own, open or operate additional Businesses which are not, at the time of such termination or expiration, the subject of a then existing Franchise Agreement between Franchisee (or an Affiliate of Franchisee) and Company which is then in full force and effect, and (b) Company or its Affiliates may thereafter itself open, own or operate, and license others to (or grant development rights to) own or operate Businesses at any location(s) (within or outside of the Development Area), without any restriction, subject only to any territorial rights granted for any then existing Business pursuant to a validly subsisting Franchise Agreement executed for such Business

ARTICLE 5
PAYMENTS BY FRANCHISEE

5.1 Initial Development Fee. Concurrently with the execution of this Agreement, Franchisee shall pay to Company in cash or by certified check, (a) the non-refundable Initial Development Fee, representing $25,000 for each of the Businesses (excluding the first Business) required to be opened during the Term pursuant to the Development Obligation, plus (b) the sum of $100,000 representing the Initial Franchise Fee PLUS $18,000 representing the Initial Training Fee, payable pursuant to the first Franchise Agreement required to be executed pursuant hereto.

5.2 Initial Franchise Fee. Notwithstanding the terms of the Franchise Agreement executed for each Business developed pursuant hereto, Franchisee shall pay to Company, in cash or by certified check, a non-refundable initial franchise fee ("**Initial Franchise Fee**") equal to $100,000 for the first and each subsequent Business required to be opened pursuant hereto. Notwithstanding the foregoing, if Franchisee or any of its Owners are: (1) an existing franchisee with an open and operational "Fly Alliance" Business, or (2) are an Experienced Level 3 Technician at a "Fly Alliance" Business owned by Franchisee or another franchisee, and are now entering into this Area Development Agreement, Franchisee will pay a Development Fee equal to $25,000 multiplied by the number of "Fly Alliance" Businesses Franchisee must open hereunder, and when Company accepts the Office site for each subsequent "Fly Alliance" Business, Franchisee shall sign a separate Franchise Agreement and pay Company an Initial Franchise Fee of $100,000. In either case, the Initial Franchise Fee shall be payable upon execution by Franchisee of each Franchise Agreement entered into pursuant to this Agreement, provided, however, that Company shall credit such Initial Development Fee against the Initial Franchise Fees payable under the second and each subsequent Franchise Agreement (at the rate of $25,000 per Franchise Agreement).

5.3 Royalty Fee. The Franchise Agreement executed for each Business developed pursuant hereto, shall provide that the Continuing Royalty (as defined therein) shall be equal to ten percent (10%) of Gross Labor Revenue.

5.4 Technology and Customer Support Fee. The Franchise Agreement executed for each Business developed pursuant hereto, shall provide that the Technology and Customer Support Fee (as defined therein) shall be equal to one percent (1%) of Gross Labor Revenue (as defined therein).

ARTICLE 6
EXECUTION OF INDIVIDUAL FRANCHISE AGREEMENTS

6.1 Site Review

6.1.1 When Franchisee has located a proposed airport or other permissible facility for development of a Business, Franchisee shall submit to Company such demographic and other information regarding the proposed site as Company shall require, in the form prescribed by Company ("**Site Review Request**"). Company may seek such additional information as it deems necessary within fifteen (15) days of submission of Franchisee's Site Review Request, and Franchisee shall respond promptly to such request for additional information. If Company shall not deliver written notice to Franchisee that Company accepts the proposed site, within thirty (30) days of receipt of Franchisee's Site Review Request, or within fifteen (15) days after receipt of such additional requested information, whichever is later, the site shall be deemed rejected. If the Company accepts the proposed site it shall notify Franchisee of its acceptance of the site and designate the Territory for that Business.

6.1.2 Although Company may voluntarily (without obligation) assist Franchisee in locating an acceptable site for a Business, neither Company's said assistance, if any, nor its acceptance of any proposed site, whether initially proposed Franchisee or by Company, shall be construed to insure or guarantee the profitable or successful operation of the Business at that site by Franchisee, and Company hereby expressly disclaims any responsibility therefor. Franchisee acknowledges its sole responsibility for finding each site for the Businesses it develops pursuant to this Agreement.

6.2 Delivery of Franchise Disclosure Document, Execution of Lease and Franchise Agreement

6.2.1 Promptly following Franchisee's receipt of acceptance, Franchisee shall proceed to negotiate a concession, lease or other applicable agreement permitting Franchisee to operate at the approved airport

or other approved Business site and shall submit to Company a copy of the proposed agreement(s), as applicable. Following Company's receipt of the proposed agreement, as applicable, which meets Company's requirements, Company shall notify Franchisee of its acceptance of the proposed lease or purchase agreement, as applicable.

6.2.2 Company's review and acceptance of the lease is solely for Company's benefit and is solely an indication that the lease meets Company's minimum Standards and specification at the time of acceptance of the lease (which may be different that the requirements of this Agreement). Company's review and acceptance of the lease shall not be construed to be an endorsement of such lease, confirmation that such lease complies with Applicable Law, or confirmation that the terms of such lease are favorable to Franchisee, and Company hereby expressly disclaims any responsibility therefore.

6.2.3 Subject to Section 6.3, after Company's acceptance of each proposed site, Company shall deliver to Franchisee a copy of Company's Then-current Franchise Disclosure Document as may be required by Applicable Law and two copies of the Then-current Franchise Agreement. Immediately upon receipt of the Franchise Disclosure Document, Franchisee shall return to Company a signed copy of the Acknowledgment of Receipt of the Franchise Disclosure Document. Franchisee acknowledges that the new Franchise Agreement may vary substantially from the current Franchise Agreement. If Company is not legally able to deliver a Franchise Disclosure Document to Franchisee by reason of any lapse or expiration of its franchise registration, or because Company is in the process of amending any such registration, or for any reason beyond Company's reasonable control, Company may delay acceptance of the site for Franchisee's proposed Business, or delivery of a Franchise Agreement, until such time as Company is legally able to deliver a Franchise Disclosure Document.

6.2.4 Within thirty (30) days after Franchisee's receipt of the Franchise Disclosure Document and the Then-current Franchise Agreement, but no sooner than immediately after any applicable waiting periods prescribed by Applicable Law have passed, Franchisee shall execute two copies of the Franchise Agreement described in the Franchise Disclosure Document and return them to Company together with the applicable Initial Franchise Fee. If Franchisee has so executed and returned the copies and Initial Franchise Fee and has satisfied the conditions set forth in Section 6.3, Company shall execute the copies and return one fully executed copy of such Franchise Agreement to Franchisee.

6.2.5 Franchisee shall not execute any lease or other agreement for any Business, until Company has accepted the proposed site and Company has delivered to Franchisee a fully executed Franchise Agreement counter-signed by Company pursuant to Sections 6.2.4. After Company's acceptance of the site lease, concession or other applicable agreement, and its delivery to Franchisee of the fully executed Franchise Agreement, Franchisee shall then negotiate and execute the lease, concession and/or other applicable agreement which has been reviewed and accepted by Company, and shall forward it to Company, within ten (10) days after its execution. Franchisee shall then commence development and operation of the Business pursuant to the terms of the applicable Franchise Agreement.

6.3 Condition Precedent to Company's Obligations. It shall be a condition precedent to Company's obligations pursuant to Sections 6.1 and 6.2, and to Franchisee's right to develop each and every Business, that Franchisee shall have satisfied all of the following conditions precedent prior to Company's acceptance of the proposed Business and the site and lease and other applicable agreementtherefor, and the Company's execution of the Franchise Agreement therefor:

6.3.1 Franchisee (and each of its Affiliates which have developed or operate Businesses in the Development Area) shall have fully performed all of its obligations under this Agreement and all Franchise Agreements and other written agreements between Company and Franchisee (or any such Affiliate of Franchisee), and must not at any time following Franchisee's submission of its Site Review Request, and until Company grants its acceptance of the proposed site, be in default of any of its contractual or other legal obligations to Company or any of its Affiliates, or any approved vendor or supplier, or to any federal, state, county or municipal agency.

6.3.2 Franchisee shall have demonstrated to Company, in Company's discretion, Franchisee's financial and other capacity to perform the obligations set forth in the proposed new Franchise Agreement, including Franchisee's compliance with Section 12.5 of this Agreement and Franchisee's submission of a comprehensive management plan acceptable to, and accepted by Company, which shall include among other reasonable requirements as may be established by Company, an organization chart and supervisory requirements for the proposed Business. In

determining if Franchisee is financially or otherwise capable, Company shall apply the same criteria to Franchisee as it applies to prospective area developer franchisees at that time.

6.3.3 Franchisee shall continue to operate, in the Development Area, not less than the cumulative number of Businesses required by the Development Obligation set forth in Exhibit B to be in operation as of the end of the immediately preceding Development Period.

6.3.4 Franchisee, and each of its Affiliates who then has a currently effective Franchise Agreement or area development agreement with Company, must sign a general release of any claims they may have against Company and its Affiliates, on a form prescribed by Company.

ARTICLE 7
ASSIGNMENT AND SUBFRANCHISING

7.1 Assignment by Company. This Agreement is fully transferable by Company, in whole or in part, without the consent of Franchisee and shall inure to the benefit of any transferee or their legal successor to Company's interests herein; provided, however, that such transferee and successor shall expressly agree to assume Company's obligations under this Agreement. Without limiting the foregoing, Company may (i) assign any or all of its rights and obligations under this Agreement to an Affiliate; (ii) sell its assets, its marks, or its System outright to a third party; (iii) engage in a public offering of its securities; (iv) engage in a private placement of some or all of its securities; (v) merge, acquire other corporations, or be acquired by another corporation; or (vi) undertake a refinancing, recapitalization, leveraged buy-out or other economic or financial restructuring. Company shall be permitted to perform such actions without liability or obligation to Franchisee who expressly and specifically waives any claims, demands or damages arising from or related to any or all of the above actions (or variations thereof). In connection with any of the foregoing, at Company's request, Franchisee shall deliver to Company a statement in writing certifying (a) that this Agreement is unmodified and in full force and effect (or if there have been modifications that the Agreement as modified is in full force and effect and identifying the modifications); (b) that Franchisee is not in default under any provision of this Agreement, or if in default, describing the nature thereof in detail; and (c) as to such other matters as Company may reasonably request; and Franchisee agrees that any such statements may be relied upon by Company and any prospective purchaser, assignee or lender of Company.

7.2 No Subfranchising by Franchisee

7.2.1 Franchisee shall not offer, sell, or negotiate the sale of "FLY ALLIANCE" franchises to any third party, either in Franchisee's own name or in the name and/or on behalf of Company, or otherwise subfranchise, subcontract, sublicense, share, divide or partition this Agreement, and nothing in this Agreement will be construed as granting Franchisee the right to do so. Franchisee shall not execute any Franchise Agreement with Company, or construct or equip any Business with a view to offering or assigning such Franchise Agreement or Business to any third party.

7.2.2 Notwithstanding Section 7.2.1, Franchisee may, with Company's prior written consent, execute and contemporaneously assign a Franchise Agreement executed pursuant hereto to a separate Entity controlled by Franchisee (each a "**Subsidiary**"); provided and on condition that:

(a) Upon Company's request, Franchisee has delivered to Company a true, correct and complete copy of the Subsidiary's articles of incorporation or articles of organization, bylaws, operating agreement, partnership agreement, and other organizational documents, and Company has accepted the same;

(b) The Subsidiary's articles of incorporation or articles of organization, bylaws, operating agreement, and partnership agreement, as applicable, shall provide that its activities are confined exclusively to operating Businesses;

(c) Franchisee, directly owns and controls not less than one hundred percent (100%) of the Equity and voting rights of the Subsidiary, or the Equity of Subsidiary are owned by the same Owners of Franchisee with the same ownership percentages;

(d) the Subsidiary is in good standing in its jurisdiction of organization and each other jurisdiction where the conduct of its Business or the operation of its properties requires it to be so qualified;

(e) the person designated by Franchisee as the Operating Principal has exclusive day-to-day operational control over the Subsidiary;

(f) the Subsidiary conducts no business other than the operation of the Business;

(g) the Subsidiary assumes all of the obligations under the Franchise Agreement as franchisee pursuant to written agreement, the form and substance of which shall be acceptable to Company;

(h) each person or Entity comprising Franchisee, and all present and future Owners of ten percent (10%) or more (directly or indirectly), in the aggregate, of the Equity or voting rights of any franchisee under any and all Franchise Agreements executed pursuant to this Agreement shall execute a written guaranty in a form prescribed by Company, personally, irrevocably and unconditionally guaranteeing, jointly and severally, with all other guarantors, the full payment and performance of all of the obligations to Company and to Company's Affiliates under this Agreement and each Franchise Agreement executed pursuant hereto (for purposes of determining whether said ten percent (10%) threshold is satisfied, holdings of spouses, family members who live in the same household, and Affiliates shall be aggregated);

(i) none of the Owners of the Equity of the franchisee under the applicable Franchise Agreement is engaged in Competitive Activities;

(j) at Company's request, Franchisee shall, and shall cause each of its Affiliates to execute and deliver to Company a general release, on a form prescribed by Company of any and all known and unknown claims against Company and its Affiliates and their officers, directors, agents, shareholders and employees; and

(k) Franchisee shall reimburse Company for all direct and indirect costs and expense it may incur in connection with the transfer and assignment, including attorney's fees.

7.2.3 In the event that Franchisee exercises its rights under Section 7.2.2 then, Franchisee and such Subsidiary shall, in addition to any other covenants contained in the applicable Franchise Agreement, affirmatively covenant to continue to satisfy each of the conditions set forth in Section 7.2.2 throughout the term of such Franchise Agreement.

7.3 Assignment by Franchisee

7.3.1 This Agreement is personal to Franchisee and has been entered into by Company in reliance upon and in consideration of the singular personal skill, qualifications and trust and confidence reposed in Franchisee. Accordingly, neither Franchisee nor any Owner shall cause or permit any Assignment unless Franchisee shall have obtained Company's prior written consent, which consent may be withheld for any reason whatsoever in Company's judgment. Franchisee shall not, directly or indirectly, pledge, encumber, hypothecate or otherwise grant any third party a security interest in this Agreement in any manner whatsoever. To the extent that the foregoing prohibition may be ineffective under Applicable Law, Franchisee shall provide not less than ten (10) days prior written notice (which notice shall contain the name and address of the secured party and the terms of such pledge, encumbrance, hypothecation or security interest) of any pledge, encumbrance, hypothecation or security interest in this Agreement.

7.3.2 Securities, partnership or other ownership interests in Franchisee may not be offered to the public under the Securities Act of 1933, as amended, nor may they be registered under the Securities Exchange Act of 1934, as amended, or any comparable federal, state or foreign law, rule or regulation. Such interests may be offered by private offering or otherwise only with the prior written consent of Company, which consent shall not be unreasonably withheld. All materials required for any such private offering by federal or state law shall be submitted to Company for a limited review as discussed below prior to being filed with any governmental agency; and any materials to be used in any exempt offering shall be submitted to Company for such review prior to their use. No such offering by Franchisee shall imply that Company is participating in an underwriting, issuance or offering of securities

of Franchisee or Company, and Company's review of any offering materials shall be limited solely to the subject of the relationship between Franchise and Company and its Affiliates. Company may, at its option, require Franchisee's offering materials to contain a written statement prescribed by Company concerning the limitations described in the preceding sentence. Franchisee, its Owners and the other participants in the offering must fully defend and indemnify Company, and its Affiliates, their respective partners and the officers, directors, manager(s) (if a limited liability company), shareholders, members, partners, agents, representatives, independent contractors, servants and employees of each of them, from and against any and all losses, costs and liability in connection with the offering and shall execute any additional documentation required by Company to further evidence this indemnity. For each proposed offering, Franchisee shall pay to Company a non-refundable fee of five thousand dollars ($5,000), which shall be in addition to any transfer fee under any Franchise Agreement or such greater amount as is necessary to reimburse Company for its reasonable costs and expenses associated with reviewing the proposed offering, including, without limitation, legal and accounting fees. Franchisee shall give Company written notice at least thirty (30) days prior to the date of commencement of any offering or other transaction covered by this Section.

Franchisee's written request for consent to any Assignment must be accompanied by an offer to Company of a right of first refusal to purchase the interest which is proposed to be transferred, on the same terms and conditions offered by the third party; provided that Company may substitute cash for any non-cash consideration proposed to be given by such third party (in an amount determined by Company reasonably and in good faith as the approximate equivalent value of said non-cash consideration); and provided further that Franchisee shall make representations and warranties to Company customary for transactions of the type proposed (the "**ROFR**"). If Company elects to exercise the ROFR, Company or its nominee, as applicable, shall send written notice of such election to Franchisee within sixty (60) days of receipt of Franchisee's request. If Company accepts such offer, the closing of the transaction shall occur within sixty (60) days following the date of Company's acceptance. Any material change in the terms of an offer prior to closing or the failure to close the transaction within sixty (60) days following the written notice provided by Franchisee (the "**ROFR Period**") shall cause it to be deemed a new offer, subject to the same right of first refusal by Company, or its third-party designee, as in the case of the initial offer. Company's failure to exercise such right of first refusal shall not constitute consent to the transfer or a waiver of any other provision of this Agreement, including any of the requirements of this Article with respect to the proposed transfer.

ARTICLE 8
NON-COMPETITION

8.1 In Term. To the extent permitted by Applicable Law, during the Term, no Restricted Person shall in any capacity, either directly or indirectly, through one or more Affiliates or otherwise, engage in any Competitive Activities at any location, whether within or outside the Development Area, unless Company shall consent thereto in writing.

8.2 Post-Term. To the extent permitted by Applicable Law, upon (i) the expiration or termination of this Agreement, (ii) the occurrence of any Assignment, or (iii) the cession of any Restricted Person's relationship with Franchisee, each person who was a Restricted Person before such event shall not for a period of twenty four (24) months thereafter, engage in any Competitive Activities within the Development Area, without the Company's prior written consent. In applying for such consent, Franchisee will have the burden of establishing that any such activity by it will not involve the use of benefits provided under this Agreement or constitute unfair competition with Company or other franchisees of the Company.

8.3 Modification

8.3.1 The parties have attempted in Sections 8.1 and 8.2 above to limit the Franchisee's right to compete only to the extent necessary to protect the Company from unfair competition. The parties hereby expressly agree that if the scope or enforceability of Section 8.1 or 8.2 is disputed at any time by Franchisee, a court or arbitrator, as the case may be, may modify either or both of such provisions to the extent that it deems necessary to make such provision(s) enforceable under Applicable Law. In addition, Company reserves the right to reduce the scope of either, or both, of said provisions without Franchisee's consent, at any time or times, effective immediately upon notice to Franchisee.

8.3.2 In view of the importance of the "FLY ALLIANCE" trademarks and the incalculable and irreparable harm that would result to the parties in the event of a Default under this Article 8, the parties agree that

each party may seek specific performance and/or injunctive relief to enforce the covenants and agreements in this Agreement, in addition to any other relief to which such party may be entitled at law or in equity. Each party submits to the exclusive jurisdiction of the courts of the State of Florida and the U.S. federal courts sitting in Orlando, Florida for purposes thereof. The parties agree that venue for any such proceeding shall be the state and federal courts located in Orlando, Florida.

ARTICLE 9
TERMINATION

9.1 Termination Pursuant to a Default of this Agreement

9.1.1 Subject to Applicable Law to the contrary, this Agreement may be terminated by Company in the event of any Default by Franchisee of this Agreement, unless such Default is cured by Franchisee within five (5) days following written notice of the Default (in the case of a failure to pay money), or ten (10) days following written notice of the Default (in the case of any other Default); provided that in the case of a Default by Franchisee (or its Affiliate) under any Franchise Agreement or other written agreement, the notice and cure provisions of the Franchise Agreement or other agreement shall control, and provided, further, however, that any Default described in Sections 9.1.2(a), (b) or (e) below shall be deemed incurable.

9.1.2 The term "default", as used herein, includes the following:

(a) Any Assignment or attempted Assignment in violation of the terms of Section 7.2 or 7.3 of this Agreement, or without the written consents required pursuant to this Agreement; provided, however, (i) upon prompt written request to Company following the death or legal incapacity of a Franchisee who is an individual, Company shall allow a reasonable period, up to nine (9) months, after such death or legal incapacity for his or her heirs, personal representatives, or conservators (the "**Heirs**") to seek and obtain Company's consent to the Assignment his or her rights and interests in this Agreement to the Heirs or to another person acceptable to Company, in its sole discretion; or (ii) upon prompt written request to Company following the death or legal incapacity of an Owner of a Franchisee which is an Entity, directly or indirectly, owning more than twenty percent (20%) or more of the Equity or voting power of Franchisee, Company shall allow a reasonable period, up to nine (9) months, after such death or legal incapacity for his or her Heir(s) to seek and obtain Company's consent to the Assignment of such Equity and voting power to the Heir(s) or to another person or persons acceptable to Company. If, within allowed period, said Heir(s) fail to receive Company's consent as aforesaid or to effect such consented to Assignment, then this Agreement shall immediately terminate at Company's election.

(b) Subject to Section 2.2 of this Agreement, failure of Franchisee to satisfy the Development Obligation within the Development Periods set forth herein.

(c) Failure of Franchisee (or any Affiliate of Franchisee) to pay any Initial Franchise Fee or Royalty Fee in a timely manner as required by this Agreement or any Franchise Agreement signed by Franchisee.

(d) Franchisee's opening of any Business in the Development Area except in strict accordance with the procedures set forth in Sections 6.1 through 6.3 of this Agreement.

(e) Failure of Franchisee to fully comply with the requirements of Section 8.1 of this Agreement.

(f) Any Default of any other agreement between Franchisee (or any Affiliate of Franchisee) and Company (or any Affiliate of Company), including any Franchise Agreement executed pursuant hereto.

(g) Failure of Franchisee to fully comply with the requirements of Section 12.55 of this Agreement.

ARTICLE 10
GENERAL CONDITIONS AND PROVISIONS

10.1 Relationship of Franchisee to Company. It is expressly agreed that the parties intend by this Agreement to establish between Company and Franchisee the relationship of franchisor and area developer franchisee. It is further agreed that Franchisee has no authority to create or assume in Company's name or on behalf of Company, any obligation, express or implied, or to act or purport to act as agent or representative on behalf of Company for any purpose whatsoever. Neither Company nor Franchisee is the employer, employee, agent, partner or co-venturer of or with the other, each being independent. Franchisee agrees that it will not hold itself out as the agent, employee, partner or co-venturer of Company. All employees hired by or working for Franchisee shall be the employees of Franchisee and shall not, for any purpose, be deemed employees of Company or subject to Company control. Each of the parties agrees to file its own tax, regulatory and payroll reports with respect to its respective employees and operations, saving and indemnifying the other party hereto of and from any liability of any nature whatsoever by virtue thereof.

10.2 Indemnity by Franchisee. Franchisee hereby agrees to protect, defend and indemnify Company, and all of its past, present and future Owners, Affiliates, officers, directors, employees, attorneys and designees and hold them harmless from and against any and all costs and expenses, including attorneys' fees, court costs, losses, liabilities, damages, claims and demands of every kind or nature on account of any actual or alleged loss, injury or damage to any person, firm or corporation or to any property arising out of or in connection with Franchisee's construction, development or operation of Businesses pursuant hereto, except to the extent caused by intentional acts of the Company in breach of this Agreement. The terms of this Section 10.2 shall survive the termination, expiration or cancellation of this Agreement.

10.3 No Consequential Damages For Legal Incapacity. Company shall not be liable to Franchisee for any consequential damages, including lost profits, interest expense, increased construction or occupancy costs, or other costs and expenses incurred by Franchisee by reason of any delay in the delivery of Company's Franchise Disclosure Document caused by legal incapacity during the Term, or other conduct not due to the gross negligence or intentional misfeasance of Company.

10.4 Waiver and Delay. No waiver by Company of any Default or Defaults, or series of Defaults in performance by Franchisee, and no failure, refusal or neglect of Company to exercise any right, power or option given to it hereunder or under any Franchise Agreement or other agreement between Company and Franchisee, whether entered into before, after or contemporaneously with the execution hereof (and whether or not related to the Businesses), or to insist upon strict compliance with or performance of Franchisee's (or its Affiliates) obligations under this Agreement or any Franchise Agreement or other agreement between Company and Franchisee (or its Affiliates), whether entered into before, after or contemporaneously with the execution hereof (and whether or not related to the Businesses), shall constitute a waiver of the provisions of this Agreement with respect to any continuing or subsequent Default or a waiver by Company of its right at any time thereafter to require exact and strict compliance with the provisions thereof.

10.5 Survival of Covenants. The covenants contained in this Agreement which, by their nature or terms, require performance by the parties after the expiration or termination of this Agreement shall be enforceable notwithstanding said expiration or other termination of this Agreement for any reason whatsoever.

10.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Company and shall be binding upon and inure to the benefit of Franchisee and his or their respective, heirs, executors, administrators, and its successors and assigns, subject to the prohibitions and restrictions against Assignment contained herein.

10.7 Joint and Several Liability. If Franchisee consists of more than one Entity, or a combination thereof, the obligations and liabilities of each of such person or Entity to Company are joint and several, and such person(s) or Entities shall be deemed to be general partnership

10.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without giving effect to any conflict of laws), except that any state law relating to (1) the offer and sale of franchises, (2) franchise relationships, or (3) business opportunities, will not apply unless the applicable jurisdictional requirements are met independently with reference to this paragraph.

10.9 Entire Agreement. This Agreement and the Exhibits incorporated herein contain all of the terms and conditions agreed upon by the parties hereto concerning the subject matter hereof. No other agreements concerning the subject matter hereof, written or oral, shall be deemed to exist or to bind any of the parties hereto and all prior agreements, understandings and representations, are merged herein and superseded hereby. Franchisee represents that there are no contemporaneous agreements or understandings between the parties relating to the subject matter of this Agreement that are not contained herein. No officer or employee or agent of Company has any authority to make any representation or promise not included in this Agreement or any Franchise Disclosure Document for prospective franchisees required by Applicable Law, and Franchisee agrees that it has executed this Agreement without reliance upon any such representation or promise. This Agreement cannot be modified or changed except by written instrument signed by all of the parties hereto. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document provided by Company in connection with this Agreement, if applicable.

10.10 Titles for Convenience. Article and paragraph titles used this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, or conditions of this Agreement.

10.11 Gender and Construction. The terms of all Exhibits hereto are hereby incorporated into and made a part of this Agreement as if the same had been set forth in full herein. All terms used in any one number or gender shall extend to mean and include any other number and gender as the facts, context, or sense of this Agreement or any article or Section hereof may require. As used in this Agreement, the words "include," "includes" or "including" are used in a non-exclusive sense. Unless otherwise expressly provided herein to the contrary, any consent, approval, acceptance or authorization of Company which Franchisee may be required to obtain hereunder may be given or withheld by Company in its sole discretion, and on any occasion where Company is required or permitted hereunder to make any judgment, determination or use its discretion, including any decision as to whether any condition or circumstance meets Company's Standards or satisfaction, Company may do so in its sole subjective judgment and discretion. No provision herein expressly identifying any particular breach of this Agreement as material shall be construed to imply that any other breach which is not so identified is not material. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against the drafter hereof, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto. Company and Franchisee intend that if any provision of this Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall be given the meaning that renders it enforceable.

10.12 Severability, Modification. Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to Applicable Law. Whenever there is any conflict between any provisions of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the provisions of this Agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. In the event that any part, article, paragraph, sentence or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the indefinite, invalid or unenforceable provision shall be deemed deleted, and the remaining part of this Agreement shall continue in full force and effect.

10.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

10.14 Fees and Expenses. If any party to this Agreement shall bring any arbitration, action or proceeding for any relief against the other, declaratory or otherwise, arising out of this Agreement, the losing party shall pay to the prevailing party a reasonable sum for attorney fees and costs incurred in bringing or defending such arbitration, action or proceeding and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such arbitration, action or proceeding and shall be paid whether or not such action or proceedings is prosecuted to final judgment. Any judgment or order entered in such action or proceeding shall contain a specific provision providing for the recovery of attorney fees and costs, separate from the judgment, incurred in enforcing and/or collecting such judgment. The prevailing party shall be determined by the trier of fact based upon an assessment of which party's major arguments or positions could fairly be said to have prevailed over the other party's major arguments or positions on major disputed issues. For the purposes of this Section, attorney fees shall

include fees incurred in the following: (1) post-judgment motions; (2) contempt proceedings; (3) garnishment, levy, debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation. This Section is intended to be expressly severable from the other provisions of this Agreement, is intended to survive any judgment and is not to be deemed merged into the judgment.

10.15 Waiver of Jury Trial; Venue

10.15.1 TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES: (1) HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT; AND (2) THEY AGREE THAT, ORLANDO, FLORIDA SHALL BE THE VENUE FOR ANY LITIGATION ARISING UNDER THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THEY HAVE REVIEWED THIS SECTION AND HAVE HAD THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVISE AS TO ITS MEANING AND EFFECT.

_____	_____
FRANCHISEE INITIALS	COMPANY INITIALS

10.16 Notices. Except as otherwise expressly provided herein, all written notices and reports permitted or required to be delivered by the parties pursuant hereto shall be deemed so delivered at the time delivered by hand; one business day after electronically confirmed transmission by facsimile or other electronic system; one business day after delivery by Express Mail or other recognized, reputable overnight courier; or three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid, or one business day after placement with United Parcel Service or Federal Express for overnight delivery, and addressed as follows:

If to Company: **Fly Alliance Maintenance Partners, LLC**
637 Palm Drive, Suite 101
Ocoee, FL 34761

With copy (which shall not constitute notice) to:

Kenneth R. Costello, Esq.
Bryan Cave Leighton Paisner LLP
120 Broadway, Suite 300
Santa Monica, CA 90401-2386
Facsimile No.: (310) 576-2200

If to Franchisee: See Section 1.1

or to such other address as such party may designate by ten (10) days' advance written notice to the other party.

10.17 Mediation. Except to the extent precluded by Applicable Law, the parties hereby pledge and agree that prior to filing any lawsuit or submitting any dispute to arbitration pursuant to Section 10.19 (other than suits or to seek provisional remedies, including injunctions), they shall first attempt to resolve any dispute between the parties pursuant to mediation conducted in accordance with the Commercial Mediation Rules of the AAA unless the parties agree on alternative rules and a mediator within fifteen (15) days after either party first gives notice of mediation. Such mediation shall be conducted in Orlando, Florida and shall be conducted and completed within 45 days following the date either party first gives notice of mediation. If the parties fail to complete the mediation within such forty five (45) day period, either party may initiate litigation. The fees and expenses of the mediator shall be shared equally by the parties. The mediator shall be disqualified as a witness, expert or counsel for any party with respect to any suit and any related matter. Mediation is a compromise negotiation and shall constitute privileged communications under Florida Law. The entire mediation process shall be confidential and the conduct, statements, promises, offers, views and opinions of the mediator and the parties shall not be discoverable or admissible in any legal proceeding for any purpose; provided, however, that evidence which is otherwise discoverable or admissible shall not be excluded from discovery or admission as a result of its use in the mediation.

10.18 Injunctive Relief. Notwithstanding anything to the contrary contained in Section 10.8 of this Agreement, Company and Franchisee will each have the right in a proper case to obtain specific performance, temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction, and other provisional relief including but not limited to enforcement of liens, security agreements, or attachment, as Company deems to be necessary or appropriate to compel Franchisee to comply with Franchisee's obligations to the Company and/or to protect the marks of the Company; or any claim or dispute involving or contesting the validity of any of the marks. However, the parties will contemporaneously submit their dispute for arbitration on the merits. Franchisee agrees that Company may have temporary or preliminary injunctive relief without bond, but upon due notice, and Franchisee's sole remedy in the event of the entry of such injunctive relief will be the dissolution of the injunctive relief, if warranted, upon hearing duly had (all claims for damages by reason of the wrongful issuance of any the injunction being expressly waived).

10.19 Arbitration. Except as precluded by Applicable Law, any controversy or claim between Company and Franchisee arising out of or relating to this Agreement or any alleged breach hereof, and any issues pertaining to the arbitrability of such controversy or claim and any claim that this Agreement or any part hereof is invalid, illegal, or otherwise voidable or void, shall be submitted to binding arbitration. Said arbitration shall be conducted before and will be heard by one arbitrator in accordance with the then-current commercial arbitration rules of the American Arbitration Association ("**AAA**"). Judgment upon any award rendered may be entered in any Court having jurisdiction thereof. Except to the extent prohibited by Applicable Law, the proceedings shall be held in Orlando, Florida. The arbitrator shall have no power or authority to grant punitive or exemplary damages as part of its award. In no event may the material provisions of this Agreement including, but not limited to the method of operation, authorized product line sold or monetary obligations specified in this Agreement, amendments to this Agreement or in the Manuals be ignored, waived, modified or changed by the arbitrator at any arbitration hearing. The substantive law applied in such arbitration shall be as provided in Section 10.8 of this Agreement. The arbitration and the parties' agreement therefor shall be deemed to be self-executing, and if either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party despite said failure to appear. All issues relating to arbitrability or the enforcement of the agreement to arbitrate contained herein shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.), notwithstanding any provision of this Agreement specifying the state law under which this Agreement shall be governed and construed.

10.20 Awards. The arbitrator will have the right to award or include in his award any relief which he or she deems proper in the circumstances, including money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief and attorneys' fees and costs, in accordance with Section 10.14 of this Agreement, provided that the arbitrator will not have the authority to award exemplary or punitive damages. The award and decision of the arbitrator will be conclusive and binding upon all parties and judgment upon the award may be entered in any court of competent jurisdiction. Each party waives any right to contest the validity or enforceability of such award. The parties shall be bound by the provisions of any limitation on the period of time by which claims must be brought. The parties agree that, in connection with any such arbitration proceeding, each will submit or file any claim which would constitute a compulsory counter-claim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceedings as the claim to which it relates. Any such claim which is not submitted or filed in such proceeding will be barred.

10.21 Permissible Parties. Franchisee and Company agree that arbitration will be conducted on an individual, not a class wide, basis and that any arbitration proceeding between Franchisee and Company will not be consolidated with any other arbitration proceeding involving Company and any other person or entity.

10.22 Survival. The terms of Section 10 shall survive termination, expiration or cancellation of this Agreement.

ARTICLE 11
SUBMISSION OF AGREEMENT

11.1 General. The submission of this Agreement does not constitute an offer and this Agreement shall become effective only upon the execution thereof by Company and Franchisee.

ARTICLE 12
ADDITIONAL COVENANTS

12.1 Entity Franchisee Information. Franchisee represents and warrants that the information set forth in Exhibit C which is annexed hereto and by this reference made a part hereof, is accurate and complete in all material respects. Franchisee shall notify Company in writing within ten (10) days of any change in the information set forth in Exhibit C, and shall submit to Company a revised Exhibit C, which shall be certified by Franchisee as true, correct and complete and upon acceptance thereof by Company shall be annexed to this Agreement as Exhibit C. Franchisee promptly shall provide such additional information as Company may from time to time request concerning all persons who may have any direct or indirect financial interest in Franchisee, including providing copies of all amendments to Franchisee's "**Entity Documents**" as defined in Exhibit C. Franchisee shall conduct no business other than the business contemplated hereunder and under any currently effective Franchise Agreement between Company and Franchisee. The Entity Documents of Franchisee shall recite that the issuance and transfer of any interest therein is subject to the restrictions set forth in the Agreement and any Franchise Agreement executed pursuant thereto.

12.2 Operating Principal; Director of Operations

12.2.1 The Operating Principal shall be principally responsible for communicating and coordinating with Company regarding business, operational and other ongoing matters concerning this Agreement and the Businesses developed pursuant hereto. The Operating Principal shall have the full authority to act on behalf of Franchisee in regard to performing, administering or amending this Agreement and all Franchise Agreements executed pursuant hereto. Company may, but is not required to, deal exclusively with the Operating Principal in such regards unless and until Company's actual receipt of written notice from Franchisee of the appointment of a successor Operating Principal, who shall have been accepted by Company.

12.2.2 Commencing on the date which Franchisee, directly or indirectly through one (1) or more Affiliate(s), opens its second Business within the Development Area, and at all times throughout the Term and the term of each Franchise Agreement executed pursuant hereto after such date, Franchisee shall employ and retain, or shall cause the Entity to which each Franchise Agreement is assigned in accordance with Section 7.2 hereof to employ and retain, an individual (the "**Director of Operations**") who shall be vested with the authority and responsibility for the day-to-day operations of all Businesses owned or operated, directly or indirectly, by Franchisee within the Development Area. The Director of Operations shall, during the entire period he/she serves as such, meet the following qualifications: (a) shall devote full time and best efforts solely to operation of the all Businesses owned or operated, directly or indirectly, by Franchisee in the Development Area and to no other business activities; (b) meet Company's educational, experience, financial and such other reasonable criteria for such individual, as set forth in the Manuals as defined herein or otherwise in writing by Company; and (c) be an individual acceptable to Company. The Director of Operations, may (but need not) be an Owner, and with the prior written consent of Company, may be the same individual as the Operating Principal. The Director of Operations shall be responsible for all actions necessary to ensure that all Businesses owned or operated, directly or indirectly, by Franchisee in the Development Area are operated in compliance with this Agreement, all Franchise Agreements therefor and the Manuals. If, during the Term hereof or any Franchise Agreement executed pursuant hereto, the Director of Operations is not able to continue to serve in such capacity or no longer qualifies to act as such in accordance with this Section (including Company's subsequent disapproval of such person), Franchisee shall promptly notify Company and designate a replacement within thirty (30) days after the Director of Operations ceases to serve, such replacement being subject to Company's approval.

12.2.3 Franchisee shall notify Company in writing at least ten (10) days prior to employing the Director of Operations setting forth in reasonable detail all information reasonably requested by Company. Company's acceptance of the Operating Principal and Director of Operations, shall not constitute Company's endorsement of such individual or a guarantee by Company that such individual will perform adequately for Franchisee or its Affiliates, nor shall Company be estopped from subsequently disapproving or otherwise challenging such person's qualifications or performance.

12.3 Business Practices. Franchisee represents, warrants and covenants to Company that:

12.3.1 As of the date of this Agreement, Franchisee and each of its Owners shall be and, during the Term shall remain, in full compliance with all applicable laws in each jurisdiction in which Franchisee or any of

its Owners, as applicable, conducts business that prohibits unfair, fraudulent or corrupt business practices in the performance of its obligations under this Agreement and related activities, including the following prohibitions:

(a) No airport manager or official, government official, official of an international organization, political party or official thereof, or candidate is an owner or has any investment interest in the revenues or profit of Franchisee;

(b) None of the property or interests of Franchisee or any of its Owners is subject to being "blocked" under any Anti-Terrorism Laws. Neither Franchisee, nor any of its respective funding sources (including any legal or beneficial owner of any equity in Franchisee) or any of its Affiliates is or has ever been a terrorist or suspected terrorist within the meaning of the Anti-Terrorism Laws or identified by name or address on any Terrorist List. Each of Franchisee and its Owners are in compliance with Applicable Law, including all such Anti-Terrorism Laws;

(c) Neither Franchisee nor any of its Owners conducts any activity, or has failed to conduct any activity, if such action or inaction constitutes a money laundering crime, including any money laundering crime prohibited under the International Money Laundering Abatement and Anti-Terrorist Financing Act, as amended, and any amendments or successors thereto.

(d) Franchisee is neither directly nor indirectly owned or controlled by the government of any country that is subject to a United States embargo. Nor does Franchisee or its Owners act directly or indirectly on behalf of the government of any country that is subject to a United States embargo.

12.3.2 Franchisee has taken all necessary and proper action required by Applicable Law and has the right to execute this Agreement and perform under all of its terms. Franchisee shall implement and comply with anti-money laundering policies and procedures that incorporate "know-your-customer" verification programs and such other provisions as may be required by applicable law.

12.3.3 Franchisee shall implement procedures to confirm, and shall confirm, that (a) none of Franchisee, any person or entity that is at any time a legal or beneficial owner of any interest in Franchisee or that provides funding to Franchisee is identified by name or address on any Terrorist List or is an Affiliate of any person so identified; and (b) none of the property or interests of Franchisee is subject to being "blocked" under any Anti-Terrorism Laws.

12.3.4 Franchisee shall promptly notify Company upon becoming aware of any violation of this Section or of information to the effect that any person or entity whose status is subject to confirmation pursuant to Section 12.3.1(c) above is identified on any Terrorist List, any list maintained by OFAC or to being "blocked" under any Anti-Terrorism Laws, in which event Franchisee shall cooperate with Company in an appropriate resolution of such matter.

12.3.5 In accordance with Applicable Law, none of Franchisee nor any of its Affiliates, principals, partners, officers, directors, managers, employees, agents or any other persons working on their behalf, shall offer, pay, give, promise to pay or give, or authorize the payment or gift of money or anything of value to any officer or employee of, or any person or entity acting in an official capacity on behalf of, any airport or other facility at which the Business is or will be operated, the Governmental Authority, or any political party or official thereof or while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any official, for the purpose of (a) influencing any action or decision of such official in his or its official capacity; (b) inducing such official to do or omit to do any act in violation of his or its lawful duty; or (c) inducing such official to use his or its influence with any Governmental Authority to affect or influence any act or decision of such Governmental Authority in order to obtain certain business for or with, or direct business to, any person.

12.3.6 The provisions of this Section shall not limit, restrain or otherwise affect any right or cause of action which may accrue to Company for any infringement of, violation of, or interference with, this Agreement, or Company's marks, System, trade secrets, or any other proprietary aspects of Company's business.

12.4 Purchase Option

12.4.1 Company or its designated Affiliate shall have the right and option (the "**Purchase Option**") exercisable at any time following the Trigger Date, upon written notice to Franchisee (the "**Option Notice**") to purchase for the Purchase Price all of the Assets, free and clear of all liens, encumbrances and liabilities. If Company receives a written request for its consent to an Assignment, then Company must exercise the Purchase Option, if at all, within twenty (20) days following receipt of Franchisee's request for consent to the Assignment. The Purchase Option shall be automatically reinstated following: (a) the Assignment; (b) Company's refusal to consent to the proposed Assignment; (c) sixty (60) days after the ROFR Period if Company does not exercise the ROFR and the Assignment has not been concluded; or (d) if there has been any material change in the terms of the proposed offer which results in the reinstatement of the ROFR.

(a) At Company's request, the terms and conditions of the Purchase Option may be recorded in the real property records under Applicable Law, and Franchisee shall execute all documents as may be necessary and appropriate to do so. Company's rights under this Section 12.4 shall be in addition to, and not in lieu of, Company's ROFR and such rights may be exercised separately, concurrently or in the alternative.

12.4.2 Subject to the conditions in this Section, Franchisee may select one of two methodologies to determine the purchase price of the Assets (the "**Purchase Price**"): (i) the Fair Market Value of the Assets; or (ii) the sum of (1) two (2) times Business Level EBITDA during the twelve (12) full calendar months immediately preceding Franchisee's receipt of the Option Notice, for all Businesses and Mobile Units in the Development Area that have been open and operating for at least such twelve (12)-month period, plus (2) for all Businesses and Mobile Units in the Development Area that have not been open and operating for that twelve (12)-month period, Franchisee's necessary and reasonable documented out-of-pocket costs paid to third parties to construct, equip, and furnish such Businesses and Mobile Units, including any uncredited Initial Development Fee(s) paid to Company (or its Affiliates), and excluding the Wages of Franchisee's employees. Franchisee will make its selection within fourteen (14) days after receipt of the Option Notice, by notifying Company in writing of its choice of methodology. If Franchisee fails to make a timely selection of methodology, then the methodology used to determine Purchase Price will be chosen by Company. For avoidance of doubt, the methodology for calculating the Purchase Price set forth in this Agreement, shall supersede the calculation methodology set forth in the individual Franchise Agreements executed pursuant to this Agreement, and Franchisee shall not be entitled to any additional purchase price or other remuneration pursuant to said individual Franchise Agreements relating to Company's exercise of the Purchase Option.

(a) Business Level EBITDA shall be determined by using Franchisee's financial statements, provided Franchisee has kept and maintained financial statements in compliance with the provisions Franchisee's franchise agreements with Company and the Manuals. The chief financial officer or chief executive officer of Franchisee (or Franchisee, if an individual) shall certify that such financial statements are true, correct, and complete, subject to any adjustment in the event of any audit or other investigation of such financial statements and/or the books and records by Company. If an audit or other investigation reveals any inaccuracy, then, in addition to all other rights and remedies, Company shall have the right to revise the Purchase Price, and if the inaccuracy overstates Business Level EBITDA during the applicable twelve (12)-month period by two percent (2%) or more, then Franchisee shall reimburse Company for the expenses of the audit/investigation.

(b) "**Fair Market Value**" shall be determined as follows:

(i) Franchisee and Company shall attempt to select a mutually acceptable appraiser within thirty (30) days following the date of the Option Notice, in which case Fair Market Value shall be determined by such appraiser.

(ii) If Franchisee and Company fail to so agree on an appraiser, then within forty-five (45) days following the date of the Option Notice, Company shall select one appraiser, and Franchisee shall select one appraiser. If either Franchisee or Company fails to timely appoint an appraiser, then the appraiser appointed by the other party shall be the sole appraiser for the purposes of determining Fair Market Value. Each party shall promptly advise the other party in writing of the identity of its appointed appraiser. Fair Market Value shall be: (a) if one appraiser is appointed, the value established by that appraiser; or (b) if two (2) appraisers are appointed, the arithmetic average of the values determined by the appraisers; provided, that if the higher value is more than one hundred twenty-five percent (125%) of the lower value, then the two (2) appraisers will jointly select a third appraiser, and the Fair Market Value shall then be the arithmetic average

of (1) the value determined by the 3rd appraiser and (2) the value determined by the one of the first two (2) appraisers that is nearest in value to the value determined by the third (3rd) appraiser. If the first two (2) appraisers are unable to agree upon a third (3rd) appraiser within twenty (20) days of their completion of appraisals, then either Franchisee or Company may demand the appointment of an appraiser by the then-director of the regional office of the American Arbitration Association located nearest to Company's headquarters, in which event the appraiser appointed thereby shall be the third appraiser.

(iii) Each of the appraisers shall conduct an appraisal within thirty (30) days after being appointed and shall submit their appraisals in writing to Franchisee and to Company within such period.

(iv) Fair Market Value shall be determined solely by reference to the Franchisee's or its Subsidiary's Businesses in the Development Area, and the appraiser shall be instructed in writing by each party not to, and the appraiser shall not, consider or attribute any value to (a) any goodwill or other value attributable to the System or the "FLY ALLIANCE" trademarks other than the right to utilize the System and the trademarks in the operation of Businesses in accordance with, and for no more than the remaining term of, the applicable franchise agreements; or (b) any rights or efficiencies Franchisee may enjoy because Franchisee (or any affiliated or related party) operates or has the right to operate more than one Business; or (c) any rights granted under this Agreement, including the right to open additional Businesses pursuant to this Agreement, provided however, that the appraiser shall include in calculating "Fair Market Value" an amount equal to the Initial Development Fee paid pursuant to Section 5.1 of this Agreement, minus any amounts that shall have been credited against the Initial Franchise Fees pursuant to Section 5.2. An appraiser may consider a bona fide third-party offer to purchase the Assets in its determination of Fair Market Value if and only if such third-party offer was delivered by Franchisee to Company prior to the exercise of the Purchase Option.

(v) Any appraiser, to be qualified to conduct an appraisal hereunder, shall be an independent appraiser (i.e., not affiliated with Company or Franchisee), an M.A.I. appraiser or its equivalent or an investment bank and shall have experience in valuing franchised or licensed businesses and Businesses. If any appraiser initially appointed under this Agreement shall, for any reason, be unable to serve, a successor appraiser shall be promptly appointed in accordance with the procedures pursuant to which the predecessor appraiser was appointed.

(vi) The costs of all appointed appraisers shall be borne by the Company if the parties have been able to mutually agree to the selection of a single appraiser. If, however, the parties cannot agree, and two or three appraisers are appointed then the costs of all appointed appraisers shall be borne by the Franchisee.

(c) Although in exercising the Purchase Option Company must purchase all and not less than all Franchisee's Businesses in the Development Area, Company may exclude and elect not to purchase cash (or its equivalent), any notes or accounts payable to Franchisee by any person or party except by an arms-length transaction with a person not related to or affiliated with Franchisee, and any Assets of one or more Businesses that are not necessary or appropriate (in function or quality) to a Business's operation or do not meet the Standards, and, if applicable, the Fair Market Value shall reflect such exclusions.

(d) Company and each appointed appraiser shall be given full access during normal business hours to all information required and relevant to determine Business Level EBITDA and/or Fair Market Value.

(e) If the Assets include a fee simple interest in real property, then all revenue derived from such real property shall be excluded from Business Level EBITDA and the value of such real property shall be the Fair Market Value of the real property

12.4.3 The Purchase Price shall be adjusted by setting off and reducing the Purchase Price by any amount then owing by Franchisee to Company or its Affiliates or to any appraiser, and any amounts that Company pays in its sole discretion to cure Franchisee's defaults with third parties.

12.4.4 All sales and transfer taxes are the responsibility of Franchisee and shall be paid when due.

12.4.5 Franchisee shall make written representations and warranties to Company or its designated purchaser of the Assets customary for transactions of the type, including (1) its power, authority and legal capacity to sell, transfer and assign the Assets, (2) valid right, title and interest in the Assets, (3) the absence of all liens, encumbrances and liabilities on the Assets, and (4) the absence of any violation, in any material respect, or default under, or acceleration of any material agreement or instrument pursuant to which the Assets are encumbered or bound as the result of such sale. Franchisee and its Owners shall sign covenants obligating them to comply with the obligations under this Agreement that survive the termination or expiration of the Agreement (including Article 8) and general releases, on a form prescribed by Company of any and all known and unknown claims against Company and its Affiliates and their Owners, officers, directors, agents, and employees.

12.4.6 Pending the closing of any Purchase Option transaction: (i) Franchisee shall cause Subsidiaries to operate Businesses in the Development Area in accordance with this Agreement and all applicable franchise agreements; and (ii) Company will have the right to (a) appoint a manager to maintain and/or supervise the Businesses, and (b) communicate with Franchisee's employees regarding employment opportunities following the closing (though Company shall not be obligated to hire such employees). Franchisee will indemnify and hold Company harmless against all obligations incurred in connection with its Businesses prior to the closing of Purchase Option transaction.

12.4.7 The closing of any transaction shall take place as soon as is reasonably possible, and both parties agree to act diligently and to cooperate with one another to complete closing as soon as possible, subject to the satisfaction of customary conditions to closing in favor of Company, which may be waived by Company. Closing shall occur within one hundred eighty (180) days from Company's exercise of its Purchase Option. If closing occurs before the end of the term of this Agreement, the parties shall be deemed to have mutually agreed to terminate this Agreement and all Franchise Agreements executed pursuant to this Agreement.

12.4.8 Company shall have the right to revoke its Option Notice at any time. Thereafter, the Purchase Option shall be immediately reinstated.

12.5 Financial Covenant Unless Company otherwise agrees in writing, at no time during the Term shall Franchisee's ratio of debt to capital employed be greater than fifty percent (50%); and Franchisee shall promptly notify Company if at any time such ratio is greater than fifty percent (50%).

ARTICLE 13
ACKNOWLEDGMENT

13.1 General

13.1.1 Franchisee acknowledges that it has carefully read this Agreement and all other related documents to be executed concurrently or in conjunction with the execution hereof, that it has obtained the advice of counsel in connection with entering into this Agreement, that it understands the nature of this Agreement, and that it intends to comply herewith and be bound hereby.

13.1.2 Company expressly disclaims making, and Franchisee acknowledges that it or they have not received or relied on any warranty or guarantee, express or implied, as to the potential volume, profits, expenses, or success of the business venture contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the first date set forth above.

ACCEPTED on this _____ day of _____ 20____.

Fly Alliance Maintenance Partners, LLC,
a Delaware limited liability company

By:_____
Name:_____
Title:_____

"Franchisee"

_____
a _____

By:_____
Name:_____
Title:_____

By:_____
Name:_____
Title:_____

EXHIBIT A
DEVELOPMENT AREA

The "**Development Area**" is defined as (check one or both, as applicable):

[__] the following specific airports or other designated facilities (each a "**Target Airport**"):

_____
_____
_____
_____
_____

[___] the following geographic area* within the boundaries described below:

_____
_____
_____
_____
_____
_____
_____
_____
_____

* If and to the extent that the Development Area is defined by streets, highways, freeways or other roadways, or rivers, streams, or tributaries, then the boundary of the Development Area shall extend to the center line of each such street, highway, freeway or other roadway, or river, stream, or tributary. If the Development Area is defined above by referring to one or more cities, counties, geographical areas or political subdivisions, any increase or decrease after the Effective Date in the boundaries or size thereof shall have no effect on the Development Area, which shall continue to be defined in this Exhibit A as the size and boundaries existed on the Effective Date.

EXHIBIT B
DEVELOPMENT OBLIGATION

	DEVELOPMENT PERIOD ENDING	CUMULATIVE NO. OF BUSINESSES TO BE IN OPERATION
1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____
5	_____	_____

EXHIBIT C
ENTITY INFORMATION

Franchisee represents and warrants that the following information is accurate and complete in all material respects:

(i) Franchisee is a (check as applicable):
[ ] corporation
[ ] limited liability company
[ ] general partnership
[ ] limited partnership
[ ] Other (specify): _____

(ii) Franchisee shall provide to Company concurrently with the execution hereof true and accurate copies of its charter documents including Articles of Incorporation, Bylaws, Operating Agreement, Regulations Partnership Agreement, resolutions authorizing the execution hereof, and any amendments to the foregoing ("**Entity Documents**").

(iii) Franchisee promptly shall provide such additional information as Company may from time to time request concerning all persons who may have any direct or indirect financial interest in Franchisee.

(iv) The name and address of each of Franchisee's owners, members, or general and limited partner:

NAME	ADDRESS	NUMBER OF SHARES OR PERCENTAGE INTEREST

(v) There is set forth below the names, and addresses and titles of Franchisee's principal officers or partners who will be devoting their full time to the Business:

NAME	ADDRESS

(vi) The address where Franchisee's Financial Records, and Entity Documents are maintained is: _____

(vii) The "Operating Principal" is:_____

APPENDIX 1

"**AAA**" shall have the meaning set forth in Section 10.19 of this Agreement.

"**Additional Development Notice**" shall have the meaning set forth in Section 4.2 of this Agreement.

"**Additional Development Obligation**" shall have the meaning set forth in Section 4.3.2 of this Agreement.

"**Affiliate**" when used herein in connection with Company or Franchisee, includes each person or Entity which directly, or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with Company or Franchisee, as applicable. Without limiting the foregoing, the term "Affiliate" when used herein in connection with Franchisee includes any Entity ten percent (10%) or more of whose Equity or voting control, is held by person(s) or Entities who, jointly or severally, hold ten percent (10%) or more of the Equity or voting control of Franchisee. For purposes of this definition, control of a person or Entity means the power, direct or indirect, to direct or cause the direction of the management and policies of such person or Entity whether by contract or otherwise. Notwithstanding the foregoing definition, if Company or its Affiliate has any ownership interest in Franchisee, the term "Affiliate" shall not include or refer to the Company or that Affiliate (the "**Company Affiliate**"), and no obligation or restriction upon an "Affiliate" of Franchisee, shall bind Company, or said Company Affiliate or their respective direct/indirect parents or subsidiaries, or their respective officers, directors, or managers.

"**Anti-Terrorism Laws**" means Executive Order 13224 issued by the President of the United States of America (or any successor Order), the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) of 2001 (or any successor legislation) and all other present and future national, provincial, federal, state and local laws, ordinances, regulations, policies, lists, Orders and any other requirements of any Governmental Authority addressing or in any way relating to terrorist acts and acts of war.

"**Applicable Law**" means and includes applicable common law and all applicable statutes, laws, rules, codes, regulations, ordinances, policies and procedures established by any Governmental Authority, as in effect on the Effective Date hereof, and as may be amended, supplemented or enacted from time to time, including, without limitation, Federal Aviation Administration laws, rules and regulations which establish general aviation quality and safety standards, licensing restrictions and requirements and other specifications and requirements for the operation of aircraft maintenance and repair; all labor, immigration laws and regulations, and all privacy and data protection laws, rules and regulations, including the Gramm-Leach-Bliley Act, (15 U.S.C. 1601, et seq.), Drivers Privacy Protection Act, (18 U.S.C. 2721, et seq.), Payment Card Industry Data Security Standards, and all similar or related current and future federal, state and local laws, regulations and rules related to the use, disclosure and storage of data in any form, whether written or electronic.

"**Approved Products and Services**" means the services and ancillary related products specified by Company from time to time in the Manuals, or otherwise in writing, including without limitation, in any applicable National Account Participation Agreements, for offer and sale by Franchisee, marketed, offered, sold, and rendered on a mobile basis for the repair and/or maintenance of Authorized Aircraft in strict accordance with the Standards. Unless Company otherwise approves, all parts and supplies used in connection with Franchisee's Licensed Business must be purchased from and through Company's affiliated distribution company, currently Alliance Aviation Group, LLC, at its then-current prices, which are subject to change.

"**Assets**" means all of the personal property and assets owned by Franchisee and each Subsidiary or in which Franchisee and each Subsidiary otherwise has any rights, and located at, or used in connection with the Licensed Businesses developed or in development pursuant to this Agreement, including: (a) all accounts, licenses, permits, and contract rights, including this Agreement and the Franchise Agreements executed pursuant to this Agreement, leasehold interests, all telephone and fax numbers, telephone and other directory listings, general intangibles, receivables, claims of Franchisee and each Subsidiary, all guaranties and security therefor and all of Franchisee's and each Subsidiary's right, title and interest in the goods purchased and represented by any of the foregoing; (b) all chattel paper including electronic chattel paper and tangible chattel paper; (c) all documents and instruments; (d) all letters of credit and letter-of-credit rights and all supporting obligations; (e) all deposit accounts; (f) all investment property and financial assets; (g) all inventory and products thereof and documents therefor; (h) all furniture, fixtures, equipment, leasehold improvements and machinery, wherever located and all documents and general intangibles

covering or relating thereto; (i) all books and records pertaining to the foregoing, including computer programs, data, certificates, records, circulation lists, subscriber lists, advertiser lists, supplier lists, customer lists, customer and supplier contracts, sales orders, and purchasing records; (j) all software including computer programs and supporting information; (k) all commercial tort claims; (l) all other personal property of Franchisee and/or each Subsidiary of any kind used in connection with the said Businesses; and (m) all proceeds of the foregoing, including proceeds of insurance policies.

"**Assignment**" shall mean and refer to any assignment, transfer, sale, gift or other conveyance, voluntarily or involuntarily, in whole or in part, by operation of Applicable Law or otherwise, of any interest in this Agreement or any of Franchisee's rights or privileges hereunder, or all or any substantial portion of the assets of a Business, if any, including any vehicle lease; provided further however, each of the following shall be deemed to be an Assignment of this Agreement: (i) the sale, assignment, transfer, conveyance, gift, pledge, mortgage, hypothecation or other encumbrance of ten percent (10%) or more in the aggregate, whether in one or more transactions, of the Equity or voting power of Franchisee, by operation of law or otherwise; or (ii) any event(s) or transaction(s) which, directly or indirectly, effectively changes control of Franchisee; (iii) the issuance of any securities by Franchisee which itself or in combination with any other transaction(s) results in the Owners, as constituted on the Effective Date, owning less than fifty and one tenth percent (50.1%) of the outstanding Equity or voting power of Franchisee; (iv) if Franchisee is a Partnership, the resignation, removal, withdrawal, death or legal incapacity of a general partner or of any limited partner owning ten percent (10%) or more of the Partnership Rights of the Partnership, or the admission of any additional general partner, or the transfer by any general partner of any of its Partnership Rights in the Partnership, or any change in the ownership or control of any general partner; (v) the death or legal incapacity of any Owner owning ten percent (10%) or more of the Equity or voting power of Franchisee; and (vi) any merger, stock redemption, consolidation, reorganization, recapitalization or other transfer of control of Franchisee, however effected.

"**Authorized Aircraft**" means the specific aircraft identified by manufacturer, brand, engine, system, type and limitations, on the FAA Compatibilities List issued to Company's Affiliate, Fly Alliance Maintenance, LLC, and further specifically designated by Company in writing from time to time for repair and maintenance by Franchisee.

"**Business**" or "**'FLY ALLIANCE'** Business" means a "FLY ALLIANCE" Business being developed or operated, as the case may be, under the Marks and in accordance with the System and the Standards, and specializing in the sale of approved products and services.

"**Business Level EBITDA**" means earnings of the Licensed Business(es): (i) after reduction for: (a) amounts charged for full "Continuing Royalty" and "Advertising Fee" during such period, (b) amounts spent directly on Licensed Business(es) marketing and advertising, and (c) amounts spent on all Licensed Business(es) labor and management expenses, including reasonable salary, benefits and bonus of the Level 3 Technician of the Licensed Business(es), but not Franchisee's Operating Principal, and not general overhead relating to Franchisee or its Affiliates or any multi-unit management personnel; and (ii) without reduction for (a) interest, (b) taxes, (c) depreciation or (d) amortization.

"**Competitive Activities**" means to, own, operate, lend to, advise, be employed by, or have any financial interest in any business, other than a "FLY ALLIANCE" Business operated pursuant to a validly subsisting franchise agreement with Company, that specializes in aircraft maintenance and repair services. Notwithstanding the foregoing, "**Competitive Activities**" shall not include the direct or indirect ownership solely as an investment, of securities of any Entity which are traded on any national securities exchange if the owner thereof (i) is not a controlling person of, or a member of a group which controls, such Entity and (ii) does not, directly or indirectly, own five percent (5%) or more of any class of securities of such Entity.

"**Default**" or "**default**" means any breach of, or failure to comply with, any of the terms or conditions of an agreement.

"**Development Area**" shall have the meaning set forth in Exhibit A of this Agreement.

"**Development Obligation**" shall mean the Franchisee's right and obligation to construct, equip, open and thereafter continue to operate at sites within the Development Area the cumulative number of Businesses set forth in Exhibit B hereto within each Development Period and, if applicable, within the geographic areas specified therein.

"**Development Period**" means each of the time periods indicated on Exhibit B during which Franchisee shall have the right and obligation to construct, equip, open and thereafter continue to operate Businesses in accordance with the Development Obligation.

"**Director of Operations**" shall have the meaning set forth in Section 12.2.2 of this Agreement.

"**Dispute**" shall have the meaning set forth in Section 10.15.1 of this Agreement.

"**Entity**" means any limited liability company, Partnership, trust, association, corporation or other entity which is not an individual.

"**Equity**" means capital stock, membership interests, Partnership Rights or other equity ownership interests of an Entity.

"**Franchise Agreement**" means the form of agreement prescribed by Company and used to grant to Franchisee the right to own and operate a single Business in the Development Area, including all addenda, exhibits, riders, guarantees or other related instruments, all as amended from time to time.

"**Franchise Disclosure Document**" means a franchise disclosure document in form and content required by the Federal Trade Commission Rule on Franchising, 16 C.F.R. Part 436, and corresponding state law.

"**Force Majeure**" means acts of God (such as tornadoes, earthquakes, hurricanes, floods, fire or other natural catastrophe); strikes, lockouts or other industrial disturbances; war, terrorist acts, riot, or other civil disturbance; epidemics; or other similar forces which Franchisee could not by the exercise of reasonable diligence have avoided; provided however, that neither an act or failure to act by a Governmental Authority, nor the performance, non-performance or exercise of rights under any agreement with Franchisee by any lender, landlord, or other person shall be an event of Force Majeure hereunder, except to the extent that such act, failure to act, performance, non-performance or exercise of rights results from an act which is otherwise an event of Force Majeure. For the avoidance of doubt, Franchisee's financial inability to perform or Franchisee's insolvency shall not be an event of Force Majeure hereunder.

"**Governmental Authority**" means and include all Federal, state, county, municipal and local governmental and quasi-governmental agencies, commissions and authorities.

"**Initial Franchise Fee**" shall have the meaning set forth in Section 5.2 of this Agreement.

"Level 3 Technician" means an individual, acceptable to, and certified by Company, and responsible for overseeing the operation of the Licensed Business.

"**Licensed Business**" or "**'FLY ALLIANCE' Business**" means a "FLY ALLIANCE" Business being developed or operated by a Franchisee pursuant to this Agreement, under the Marks and in accordance with the System and the Standards, and specializing in the sale or provision of Approved Products and Services.

"**Manuals**" means Company's operations and training manuals related to the Licensed Business, and any other written directive related to the System, as the same may be amended and revised from time to time, including all bulletins, supplements and ancillary and additional manuals and written directives established by Company as in effect and amended from time to time.

"**National Account(s)**" which means and includes any (i) aircraft manufacturer; (ii) aviation maintenance or repair company; (iii) existing or potential airport or related facilities or businesses (or such businesses' customers); (iv) aviation and aircraft insurers, and (v) aviation fleet or aircraft management company with more than 20 aircraft under management.

"**Operating Principal**" shall have the meaning set forth in Section 1.1 of this Agreement.

"**Owner**" means any direct or indirect shareholder, member, general or limited partner, trustee, or other equity owner of an Entity, except, that if Company or any Affiliate of Company has any ownership interest in

Franchisee, the term "Owner" shall not include or refer to the Company or that Affiliate or their respective direct and indirect parents and subsidiaries, and no obligation or restriction upon the "Franchisee", or its Owners shall bind Company, said Affiliate or their respective direct and indirect parents and subsidiaries or their respective officers, directors, or managers.

"**Partnership**" means any general partnership, limited partnership or limited liability partnership.

"**Partnership Rights**" means voting power, property, profits or losses, or partnership interests of a Partnership.

"**Purchase Option**" shall have the meaning set forth in Section 12.4.1 of this Agreement.

"**Purchase Price**" shall have the meaning set forth in Section 12.4.2 of this Agreement.

"**Reserved Rights**" shall have the meaning set forth in Section 1.3.2 of this Agreement.

"**Restricted Persons**" means Franchisee, and each of its Owners and Affiliates, and the respective officers, directors, managers, and Affiliates of each of them, the Operating Principal, the Level 3 Technician(s), and the spouse and family members who live in the same household of each of the foregoing who are individuals.

"**ROFR**" shall have the meaning set forth in Section 7.3.4 of this Agreement.

"**ROFR Period**" shall have the meaning set forth in Section 7.3.4 of this Agreement.

"**Site Review Request**" shall have the meaning set forth in Section 6.1 of this Agreement.

"**Standards**" means the specifications, standards, operating procedures, policies, rules, regulations, procedures, protocols, restrictions, and administrative procedures which Company or Applicable Law requires for implementing the System and operation of a "FLY ALLIANCE" Business, as supplemented and modified by Company from time to time in writing.

"**System**" means Company's operating methods and business practices related to its Businesses, and the relationship between Company and its franchisees, including without limitation defined product and services offerings; distinctive interior and exterior Business designs, including architectural designs, layout plans, and other items of trade dress; methodologies and specifications for maintenance, repair and other services relating to aircraft; tools, supplies, equipment, furnishings, fixtures, and uniforms; signage; Trade Secrets and other confidential information; restrictions on ownership; Dispatch Systems, inventory and replacement part supply and management systems, methods and requirements; recommended best practices and the Standards; management and technical training programs; and marketing and public relations programs; all as Company may supplement and modify the same from time to time.

"**Target Airport**" shall have the meaning set forth in Exhibit A of this Agreement.

"**Term**" shall have the meaning set forth in Section 4.1 of this Agreement.

"**Territory**" means the "Authorized Airport" or other geographic area designated by Company in the manner described in Section 3.2 and described in each Franchise Agreement entered into pursuant to this Agreement, within which Company agrees to not open or operate or license or franchise others to open or operate a Business (subject to the conditions, reserved rights and other limitations described in the Franchise Agreement).

"**Terrorist Lists**" means all lists of known or suspected terrorists or terrorist organizations published by any U.S. Government Authority, including U.S. Treasury Department's Office of Foreign Asset Control ("**OFAC**"), that administers and enforces economic and trade sanctions, including against targeted non-U.S. countries, terrorism sponsoring organizations and international narcotics traffickers.

"**Then-current**" as used in this Agreement and applied to the Franchise Disclosure Document, an area development agreement and a Franchise Agreement shall mean the form then currently provided by Company to

similarly situated prospective franchisees, or if not then being so provided, then such form selected by the Company in its discretion which previously has been delivered to and executed by a licensee or franchisee of Company.

"**Trigger Date**" means the earliest to occur of: (a) twenty four (24) months following the opening date of the first Licensed Business; (b) twenty four (24) months following the opening date of the first Business opened under this Agreement; or (c) if applicable, the day on which this Agreement is terminated, if terminated due to Franchisee's failure to meet its Development Obligation hereunder.

"**Wages**" means all salaries and hourly wages, and all related direct and indirect payroll expenses of employees, including employment-related taxes, overtime compensation, vacation benefits, pension and profit sharing plan contributions, medical insurance premiums, medical benefits, and the like, and all direct and indirect fees, costs and expenses payable to independent contractors, agents, representatives and outside consultants.

Exhibit C

General Release

GENERAL RELEASE

THIS GENERAL RELEASE ("**Release Agreement**") is effective as of the ____ day of _____, 20___ ("**Effective Date**") by and among **FLY ALLIANCE MAINTENANCE PARTNERS, LLC**, a Delaware limited liability company ("**Franchisor**"), _____ ("**Franchisee**"), _____ ("**Affiliate[s]**") and _____ ("**Owner**" and together with Franchisee and Affiliate**[s]**, jointly and severally, "**Releasor**").

RECITALS

[Alt. 1] A. Franchisor and Franchisee are parties to **[that][those]** certain Franchise Agreement**[s]**, dated _____ (the "**Transaction Document[s]**");

[Alt. 2] A. Franchisor and Franchisee are parties to **[that][those]** certain Area Development Agreement**[s]**, dated _____ (the "**Transaction Documents[s]**");

[Alt. 3] A. Franchisor and Franchisee are parties to that certain Area Development Agreement**[s]**, dated _____, and those certain Franchise Agreement**[s]**, dated _____ (collectively, the "**Transaction Documents[s]**");

B. Franchisee desires to **[assign the Transaction Document[s]] [enter into a Franchise agreement with Franchisor]**; and

C. This Release Agreement has been requested at a juncture in the relationship of the parties where the Franchisor is considering either a change or an expansion of the relationship between the parties and/or their affiliates. The Franchisor is unwilling to make the anticipated change or expansion in the relationship of the parties unless it is certain that it is proceeding with a "clean slate" and that there are no outstanding grievances or Claims against it. Releasor, therefore, gives this Release Agreement as consideration for receiving the agreement of the Franchisor to an anticipated change or expansion of the relationship between the parties. Releasor acknowledges that this Release Agreement is intended to wipe the slate clean.

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth above, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Releasor and Franchisor hereby agree as follows:

1. Definitions. As used in this Release Agreement, the following capitalized terms have the meanings ascribed to them.

1.1 "**Claims**" means all actual and alleged claims, demands, Losses, charges, covenants, responsibilities, warranties, obligations, oral and written agreements, debts, violations, suits, counterclaims, cross claims, third party claims, accounts, liabilities, costs, expenses (including attorneys' fees and court costs), rights to terminate and rescind, rights of action and causes of action of any kind or nature, which in any way relate to or arise from or in connection with the Transaction Documents.

1.2 "**Franchisor Released Parties**" means Franchisor and each of its Constituents.

1.3 "**Constituents**" means past, present and future affiliates, parents, subsidiaries, divisions, partners, owners, shareholders, members, trustees, receivers, executors, representatives, administrators, and the respective officers, directors, agents, managers, principals, members, employees, insurers, successors, assigns, representatives and attorneys of each of them.

1.4 "**Excluded Matters**" means **[(i)]** Franchisor's continuing contractual obligations which arise or continue under and pursuant to the Transaction Document**[s]** on and after the date of this Release Agreement**[; and (ii) if this Release Agreement is entered into in connection with the grant of a franchise or license, this Release**

Agreement is not intended to release or waive the provisions of any applicable franchise registration or disclosure law in connection with the grant of that franchise or license.]

1.5 "**Losses**" means all damages, liabilities, accounts, suits, awards, judgments, payments, diminutions in value and other losses, costs and expenses, however suffered or characterized, including interest, costs and expenses of investigating and prosecuting any Claim, reference proceeding, lawsuit, arbitration or any appeal; all associated actual attorneys' fees, whether or not the Claim, reference proceeding, lawsuit or arbitration is ultimately defeated and, all amounts paid to compromise or settle of any Claim, reference proceeding, lawsuit or arbitration.

2. General Release. Releasor for itself and its Constituents, hereby releases and forever discharges the Franchisor Released Parties from any and all Claims, whether known or unknown, based upon anything that has occurred or existed, or failed to occur or exist, from the beginning of time to the Effective Date, except for the Excluded Matters and the obligations under this Release Agreement.

3. Waiver of California Civil Code Section 1542.

3.1 Releasor, for itself and its Constituents, acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

3.2 With respect to those Claims being released pursuant to Section 2, Releasor, for itself and its Constituents, acknowledges that it is releasing unknown claims and waives all rights it has or may have under California Civil Code Section 1542 or any similar state or local statute or ordinance under applicable law or other common law principle of similar effect. For purposes of this Section 3, Releasor shall be considered to be a creditor of the Franchisor Released Parties, and each of them.

3.3 Releasor acknowledges that this general release extends to claims which Releasor does not know or suspect to exist in favor of Releasor at the time of executing this Release Agreement, which if known by Releasor may have materially affected its decision to enter into this Release Agreement. It is understood by Releasor that the facts in respect of which this Release Agreement is given may hereafter turn out to be other than or different from the facts in that connection known or believed to be true. Releasor therefore, expressly assumes the risk of the facts turning out to be so different and agrees that this Release Agreement shall be in all respects effective and not subject to termination or rescission by any such difference in facts.

4. Representations and Warranties. Releasor represents and warrants to Franchisor that, in entering into this Release Agreement, it (i) is doing so freely and voluntarily upon the advice of counsel and business advisor of its own choosing (or declined to do so, free from coercion, duress or fraud); (ii) has read and fully understands the terms and scope of this Release Agreement; (iii) realizes that it is final and conclusive, and intends to be final and conclusive, as to the matters set forth in this Release Agreement; and (iv) has not assigned, transferred, or conveyed to any third party all or any part of or partial or contingent interest in any of the Claims which are called for to be released by this Release Agreement, that it is aware of no third party who contends or claims otherwise, and that it shall not purport to assign, transfer, or convey any such claim in the future.

5. Covenants Not to Sue. Releasor irrevocably covenants to refrain and cause each of its Constituents to refrain from asserting any Claim, or commencing, initiating or causing to be commenced, any proceeding of any kind against any Franchisor Released Party, based upon any matter purported to be released pursuant to this Release Agreement.

6. Indemnity. Without in any way limiting any of the rights and remedies otherwise available to any Franchisor Released Party, Releasor shall defend, indemnify and hold harmless each Franchisor Released Party from and against all Claims whether or not involving third party Claims, arising directly or indirectly from or in connection with (i) the assertion by or on behalf of Releasor or its Constituents of any Claim or other matter purported to be released pursuant to this Release Agreement, (ii) the assertion by any third party of any Claim against any Franchisor Released Party which Claim arises from, or in connection with, any Claim or other matter purported to be released pursuant to this Release Agreement; and (iii) any breach of representations, warranties or covenants by Releasor.

7. Miscellaneous.

7.1 This Release Agreement cannot be modified, altered or otherwise amended except by an agreement in writing signed by all of the parties hereto.

7.2 This Release Agreement, together with the agreements referenced in this Release Agreement, constitute the entire understanding between and among the parties with respect to the subject matter of this Release Agreement. This Release Agreement supersedes any prior negotiations and agreements, oral or written, with respect to its subject matter. No representations, warranties, agreements or covenants have been made with respect to this Release Agreement, and in executing this Release Agreement, none of the parties is relying upon any representation, warranty, agreement or covenant not set forth in this Release Agreement.

7.3 This Release Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

7.4 This Release Agreement shall be binding upon and inure to the benefit of the parties to this Release Agreement and their respective successors and permitted assigns.

7.5 All terms used in any one number or gender shall extend to mean and include any other number and gender as the facts, context, or sense of this Release Agreement may require. Neither this Release Agreement nor any uncertainty or ambiguity in this Release Agreement shall be construed or resolved against the drafter, whether under any rule of construction or otherwise. On the contrary, this Release Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the parties. If any provision of this Release Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall be given the meaning that renders it enforceable.

7.6 Any provision of this Release Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

7.7 Each of the parties acknowledges that it had the right and opportunity to seek independent legal counsel of its own choosing in connection with the execution of this Release Agreement, and each of the parties represents that it has either done so or that it has voluntarily declined to do so, free from coercion, duress or fraud.

7.8 This Release Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Release Agreement as of the date set forth above.

"**Franchisor**":

FLY ALLIANCE MAINTENANCE PARTNERS, LLC

By:_____
Name:_____
Title:_____

"**Releasor**":

"Franchisee"

_____

By:_____
Name:_____
Title:_____

"**Affiliate**"

_____

By:_____
Name:_____
Title:_____

"**Owner**":

_____
_____, an individual

[Others:**]**

_____
_____, an individual

Exhibit D

Guaranty

CONTINUING GUARANTY

FOR VALUE RECEIVED, and in consideration of **FLY ALLIANCE MAINTENANCE PARTNERS, LLC**, a Delaware limited liability company ("**Franchisor**"), **[granting a franchise][or][_____]** to _____, a _____ ("**Franchisee**"), the undersigned, _____ and _____ (**[jointly and severally,]** "**Guarantor**"), agree as follows:

1. Guaranty of Obligations.

1.1 Guarantor unconditionally, absolutely and irrevocably guarantees the full and prompt payment and performance when due, of all obligations of Franchisee to Franchisor and its affiliates, however created, arising or evidenced, whether direct or indirect, absolute or contingent, or now or in the future existing or due or to become due, including, without limitation, under or in connection with that certain Franchise Agreement dated _____, 20___ (the "**FA**") and each of the documents, instruments and agreements executed and delivered in connection with the FA or this continuing guaranty, as each may be modified, amended, supplemented or replaced from time to time (all such obligations are referred to collectively as the "**Obligations**"), and all documents evidencing or securing any of the Obligations. This continuing guaranty (this "**Continuing Guaranty**") is a guaranty of payment and performance when due and not of collection.

1.2 In the event of any default by Franchisee in making payment of, or default by Franchisee in performance of, any of the Obligations, Guarantor agrees on demand by Franchisor to pay and perform all of the Obligations as are then or thereafter become due and owing or are to be performed under the terms of the Obligations. Guarantor further agrees to pay all expenses (including reasonable attorneys' fees and expenses) paid or incurred by Franchisor in endeavoring to collect the Obligations, or any part thereof, and in enforcing this Continuing Guaranty.

2. Continuing Nature Of Guaranty And Obligations. This Continuing Guaranty shall be continuing and shall not be discharged, impaired or affected by: (1) the insolvency of Franchisee or the payment in full of all of the Obligations at any time or from time to time; (2) the power or authority or lack thereof of Franchisee to incur the Obligations; (3) the validity or invalidity of any of the Obligations; (4) the existence or non-existence of Franchisee as a legal entity; (5) any statute of limitations affecting the liability of Guarantor or the ability of Franchisor to enforce this Continuing Guaranty, the Obligations or any provision of the Obligations; or (6) any right of offset, counterclaim or defense of Guarantor, including, without limitation, those which have been waived by Guarantor pursuant to Paragraph 4 of this Continuing Guaranty.

3. Permitted Actions Of Franchisor. Franchisor may from time to time, in its sole discretion and without notice to Guarantor, take any or all of the following actions: (1) retain or obtain the primary or secondary obligation of any obligor or obligors, in addition to Guarantor, with respect to any of the Obligations; (2) extend or renew for one or more periods (whether or not longer than the original period), alter, amend or exchange any of the Obligations; (3) waive, ignore or forbear from taking action or otherwise exercising any of its default rights or remedies with respect to any default by Franchisee under the Obligations; (4) release, waive or compromise any obligation of Guarantor under this Continuing Guaranty or any obligation of any nature of any other obligor primarily or secondarily obligated with respect to any of the Obligations; (5) demand payment or performance of any of the Obligations from Guarantor at any time or from time to time, whether or not Franchisor shall have exercised any of its rights or remedies with respect to any property securing any of the Obligations or any obligation under this Continuing Guaranty; or (6) proceed against any other obligor primarily or secondarily liable for payment or performance of any of the Obligations.

4. Specific Waivers.

4.1 Without limiting the generality of any other provision of this Continuing Guaranty, Guarantor expressly waives: (i) notice of the acceptance by Franchisor of this Continuing Guaranty; (ii) notice of the existence, creation, payment, nonpayment, performance or nonperformance of all or any of the Obligations; (iii) presentment, demand, notice of dishonor, protest, notice of protest and all other notices whatsoever with respect to the payment or performance of the Obligations or the amount thereof or any payment or performance by Guarantor under this Continuing Guaranty; (iv) all diligence in collection or protection of or realization upon the Obligations or any thereof, any obligation under this Continuing Guaranty or any security for or guaranty of any of the foregoing; (v) any right to direct or affect the manner or timing of Franchisor's enforcement of its rights or remedies; (vi) any and all defenses which would otherwise arise upon the occurrence of any event or contingency described in Paragraph 1 hereof or upon

the taking of any action by Franchisor permitted under this Continuing Guaranty; (vii) any defense, right of set-off, claim or counterclaim whatsoever and any and all other rights, benefits, protections and other defenses available to Guarantor now or at any time hereafter, including, without limitation, under any suretyship statute of the State of **[STATE]**; and (viii) all other principles or provisions of law, if any, that conflict with the terms of this Continuing Guaranty, including, without limitation, the effect of any circumstances that may or might constitute a legal or equitable discharge of a guarantor or surety.

4.2 Guarantor waives all rights and defenses arising out of an election of remedies by Franchisor.

4.3 Guarantor further waives all rights to revoke this Continuing Guaranty at any time, and all rights to revoke any agreement executed by Guarantor at any time to secure the payment and performance of Guarantor's obligations under this Continuing Guaranty.

5. Subordination; Subrogation. Guarantor subordinates any and all indebtedness of Franchisee to Guarantor to the full and prompt payment and performance of all of the Obligations. Franchisor shall be entitled to receive payment of all Obligations prior to Guarantor's receipt of payment of any amount of any indebtedness of Franchisee to Guarantor. Guarantor will not exercise any rights which it may acquire by way of subrogation under this Continuing Guaranty, by any payment hereunder or otherwise, until all of the Obligations have been paid in full, in cash, and Franchisor shall have no further obligations to Franchisee under the Obligations or otherwise.

6. Non-Competition, Trade Secrets, Interference with Employment Relations; etc.. Sections 12.1 (Non-Competition), 12.2 (Trade Secrets), 12.4 (Interference With Employment Relations), and 12.5 (Effect of Applicable Law) of the FA, are incorporated into this Continuing Guaranty by reference, and Guarantor agrees to comply with and perform each of such covenants as though fully set forth in this Continuing Guaranty as a direct and primary obligation of Guarantor.

7. Assignment Of Franchisor's Rights. Franchisor may, from time to time, without notice to Guarantor, assign or transfer any or all of the Obligations or any interest therein and, notwithstanding any assignment(s) or transfer(s), the Obligations shall be and remain Obligations for the purpose of this Continuing Guaranty. Each and every immediate and successive assignee or transferee of any of the Obligations or of any interest therein shall, to the extent of such party's interest in the Obligations, be entitled to the benefits of this Continuing Guaranty to the same extent as if such assignee or transferee were Franchisor.

8. Indulgences Not Waivers. No delay in the exercise of any right or remedy shall operate as a waiver of the such right or remedy, and no single or partial exercise by Franchisor of any right or remedy shall preclude other or further exercise of such right or remedy or the exercise of any other right or remedy; nor shall any modification or waiver of any of the provisions of this Continuing Guaranty be binding upon Franchisor, except as expressly set forth in a writing signed by Franchisor. No action of Franchisor permitted under this Continuing Guaranty shall in any way affect or impair the rights of Franchisor or the obligations of Guarantor under this Continuing Guaranty.

9. Financial Condition Of Franchisee. Guarantor represents and warrants that it is fully aware of the financial condition of Franchisee, and Guarantor delivers this Continuing Guaranty based solely upon its own independent investigation of Franchisee's financial condition. Guarantor waives any duty on the part of Franchisor to disclose to Guarantor any facts it may now or hereafter know about Franchisee, regardless of whether Franchisor has reason to believe that any such facts materially increase the risk beyond that which Guarantor intends to assume or has reason to believe that such facts are unknown to Guarantor. Guarantor knowingly accepts the full range of risk encompassed within a contract of "Continuing Guaranty" which includes, without limitation, the possibility that Franchisee will contract for additional obligations and indebtedness for which Guarantor may be liable hereunder.

10. Representation and Warranty. Guarantor represents and warrants to Franchisor that this Continuing Guaranty has been duly executed and delivered by Guarantor and constitutes a legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms.

11. Binding Upon Successors; Death Of Guarantor; Joint And Several.

11.1 This Continuing Guaranty shall inure to the benefit of Franchisor and its successors and assigns.

11.2 All references herein to Franchisee shall be deemed to include its successors and permitted assigns, and all references herein to Guarantor shall be deemed to include Guarantor and Guarantor's successors and permitted assigns and, upon the death of a Guarantor, the duly appointed representative, executor or administrator of the Guarantor's estate. This Continuing Guaranty shall not terminate or be revoked upon the death of a Guarantor, notwithstanding any knowledge by Franchisor of a Guarantor's death.

11.3 If there shall be more than one Guarantor (or more than one person or entity comprises Guarantor) under this Continuing Guaranty, all of the Guarantor's obligations and the other obligations, representations, warranties, covenants and other agreements of any Guarantor under this Continuing Guaranty shall be joint and several obligations and liabilities of each Guarantor.

11.4 In addition and notwithstanding anything to the contrary contained in this Continuing Guaranty or in any other document, instrument or agreement between or among any of Franchisor, Franchisee, Guarantor or any third party, the obligations of Guarantor with respect to the Obligations shall be joint and several with each and every other person or entity that now or hereafter executes a guaranty of any of the Obligations separate from this Continuing Guaranty.

12. Governing Law. This Continuing Guaranty shall be governed by and construed in accordance with the laws of the State of **[STATE]**. Wherever possible each provision of this Continuing Guaranty shall be interpreted as to be effective and valid under applicable law, but if any provision of this Continuing Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Continuing Guaranty.

13. ADVICE OF COUNSEL. GUARANTOR ACKNOWLEDGES THAT GUARANTOR HAS EITHER OBTAINED THE ADVICE OF COUNSEL OR HAS HAD THE OPPORTUNITY TO OBTAIN SUCH ADVICE IN CONNECTION WITH THE TERMS AND PROVISIONS OF THIS CONTINUING GUARANTY.

14. Entire Agreement. This Continuing Guaranty contains the complete understanding of the parties hereto with respect to the subject matter herein. Guarantor acknowledges that Guarantor is not relying upon any statements or representations of Franchisor not contained in this Continuing Guaranty and that such statements or representations, if any, are of no force or effect and are fully superseded by this Continuing Guaranty. This Continuing Guaranty may only be modified by a writing executed by Guarantor and Franchisor.

IN WITNESS WHEREOF, Guarantor has executed this Continuing Guaranty this ____ day of _____, 20__.

"Guarantor"

_____

_____

Accepted and agreed:

FLY ALLIANCE MAINTENANCE PARTNERS, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Exhibit E

Promissory Note

(Date)

PROMISSORY NOTE

FOR VALUE RECEIVED, I promise to pay, in lawful money of the United States of America, to the order of Fly Alliance Maintenance Partners LLC ("FAMP"), 637 Palm Drive Suite 101 Ocoee, Florida 34761, or to such other address as the holder may designate in writing, the sum of _____ Dollars ($_____) plus interest on the unpaid balance at the rate of _____ percent (_____%) no event to exceed the legally permissible maximum rate from _____. Principal together with accrued interest shall be payable in equal installments of $_____ per month commencing on _____ and continuing each week thereafter until the entire amount shall be fully paid.

In the event of default in the payment of any of said installments, including interest, when due as herein provided, time being of the essence hereof, the holder of this note may without notice or demand declare the entire principal sum and accrued interest then unpaid immediately due and payable.

The holder of this note may, with or without notice, cause additional parties to be added hereto, or revise, extend or renew the note, or extend the time for making any installment provided for herein, or accept any installment in advance, all without affecting my liability hereon.

I agree to pay all costs expended or incurred in connection with the collection or enforcement of this note, including, but not limited to, a reasonable collection charge should collection be referred to a collection agency or to the payee's collection facilities. If suit be commenced on said note, or the services of one or more attorneys are engaged in connection with the collection, interpretation or enforcement hereof, I agree to pay to the holder reasonable attorneys' fees and all other costs expended or incurred.

The undersigned shall be permitted to pre-pay all or any portion of the principal balance of this note prior to the maturity date of this note.

I hereby waive presentment, demand, protest, notice of dishonor and/or protest and notice of non-payment; the right, if any, to the benefit of, or to direct the application of, any security hypothecated to the holder until all indebtedness of the borrower to the holder, however arising, shall have been paid; and the right to require the holder to pursue any other remedy in the holder's power.

Upon the happening of any one or more of the following events, the holder of this Promissory Note may, at its sole option and without notice to the undersigned, declare the entire unpaid principal and accrued interest immediately due and payable: (1) the filing by or against the undersigned of any voluntary or involuntary petition under any chapter of the Federal Bankruptcy Act or any state law relating to insolvency; (2) the appointment of a trustee or receiver for all or any assets of the undersigned; (3) the making by the undersigned of an assignment or composition for the benefit of creditors; (4) the death, termination, incapacity or dissolution of the undersigned; (5) the entry of any decree, order or judgment enjoining or materially impairing the carrying on of the business of the undersigned or the cessation thereof for any other reason; (6) any default by the undersigned under any of the Franchise Agreement, Sublease (if applicable), and/or Equipment Lease or Equipment Sale Agreement (if applicable) and any and all other agreements (hereinafter collectively referred to as "Franchise Documents") pursuant to which the maker of this note occupies and operates a “Fly Alliance” mobile aircraft maintenance and repair business located at _____; or (7) any circumstance or condition causing the holder hereof to reasonably consider itself financially insecure with respect to the debt evidenced hereby. Any default on this note shall also, at the holder's election, be deemed a default in the aforesaid "Franchise Documents." If the franchisee under such "Franchise Documents" is a corporation or limited liability company, the undersigned hereby agrees that the undersigned, personally as well as such corporation or limited liability company, shall be and is jointly and severally liable

hereunder. Additionally, any default under said Franchise Documents shall be deemed a default under the terms and conditions of this promissory note.

In the event that I sell, assign, transfer or convey any or all of my interest in the franchise or Franchise Documents pursuant to which I operate a "Fly Alliance" business then the holder of this note may, at its election, declare this note immediately due and payable without notice.

The failure of the holder of this Promissory Note to exercise its rights hereunder on the happening of one or more of the foregoing events shall not, in the absence of the express consent of the holder of this Promissory Note, constitute a waiver of the rights hereunder of the holder of this Promissory Note at that time or at any subsequent time, nor shall such failure nullify any prior exercise of such rights.

If an entity, complete and sign below:

_____,
(print name of entity above)
Check one:
[ ] a _____ general partnership
[ ] a _____ limited partnership;
[ ] a _____ limited liability company;
[ ] a _____ corporation

By: _____
Its: _____

By: _____
Its: _____

If individual(s), print name and sign below:

_____
Print Name: _____

_____
Print Name: _____

Exhibit F

System Information

Exhibit F

Franchisee Information

NONE

Exhibit G

Financial Statements

Fly Alliance Maintenance Partners, LLC

AUDITED FINANCIAL STATEMENTS

From Inception April 19, 2024 Through December 31, 2024

BENJAMIN H. MOORE, CPA, PA

CERTIFIED PUBLIC ACCOUNTANT

720 N. MAITLAND AVENUE
SUITE 105
MAITLAND, FLORIDA 32751

TELEPHONE (407)644-3119 FACSIMILE (407)628-3616
www.bhmcpapa.com EMAIL bhm@bhmcpapa.com

Independent Auditor's Report

The Directors
Fly Alliance Maintenance Partners, LLC
637 Palm Drive, Ste 101
Ocoee, FL 34761

Report On The Audit Of The Financial Statements

Opinion

I have audited the financial statements of Fly Alliance Maintenance Partners, LLC, which comprise the Balance Sheet From Inception, April 19, 2024 Through December 31, 2024 and the related Statements of Income and Expense and Member Equity and Cash Flows for the year then ended and the related notes to the financial statements.

In my opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Fly Alliance Maintenance Partners, LLC From Inception, April 19, 2024 Through December 31, 2024 and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

I conducted my audit in accordance with auditing standards generally accepted in the United States of America (GAAS). My responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the financial Statements section of my report. I am required to be independent of Fly Alliance Maintenance Partners, LLC and to meet my other ethical responsibilities, in accordance with the relevant ethical requirements relating to my audit. I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of

internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Fly Alliance Maintenance Partners, LLC's ability to continue as a going concern for a reasonable period of time not to exceed one year beyond the issue date of the consolidated financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

My objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes my opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these Consolidated financial statements.

In performing an audit in accordance with GAAS, I:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or errors, and design and perform audit procedures in response to these risks.

- Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Fly Alliance Maintenance Partners, LLC and Affiliates' internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made

by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in my judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Fly Alliance Maintenance Partners, LLC's ability to continue as a going concern for a reasonable period of time not to exceed one year.

I am required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that I identified during the audit.

Benjamin H. Moore, CPA, PA
Benjamin H. Moore, CPA, PA
Certified Public Accountant

Maitland, FL
March 28, 2025

Fly Alliance Maintenance Partners, LLC
Balance Sheet
December 31, 2024

ASSETS

Current Assets:	
Cash	$ 24,240
Property and Equipment:	-
Other Asset:	
Start Up Expenditures	135,760
Total Assets	$160,000

LIABILITIES AND MEMBER EQUITY

LIABILITIES

Current Liabilities:	
Accounts Payable	$ 10,000
Long-term liabilities:	-
Total Liabilities	10,000

MEMBER EQUITY

Member Equity:	150,000
Total Liabilities and Member Equity	$160,000

See Independent Auditor's Report and accompanying Notes To Financial Statements.

Fly Alliance Maintenance Partners, LLC
Statement of Income And Expense
From Inception, April 19, 2024 through December 31, 2024

Revenues:	$ -
Expenses:	-
Net Income	$ -

See Independent Auditor's Report and accompanying Notes To Financial Statements.

Fly Alliance Maintenance Partners, LLC
Statement of Member Equity
From Inception, April 19, 2024 Through December 31, 2024

	Member Equity
April 19, 2024, Inception	$ -
Net Income	-
Contributions	150,000
December 31, 2024	$ 150,000

See Independent Auditor's Report and accompanying Notes To Financial Statements.

Fly Alliance Maintenance Partners, LLC
Statement of Cash Flows
From Inception, April 19, 2024 Through December 31, 2024

Cash Flows From Operating Activities:	
Net Income	$ -
Operating Activity Adjustments:	-
Changes In Assets And Liabilities:	
Increase in Start Up Expenditures	(135,760)
Increase in Accounts Payable	10,000
Net Cash Used By Operations	(125,760)
Cash Flows From Investing Activities:	-
Cash Flows From Financing Activities:	
Contributions	150,000
Net Increase In Cash	24,240
Cash, Start Of Period	-
Cash, End Of Period	$ 24,240

Other Information:
None.

See Independent Auditor's Report and accompanying Notes To Financial Statements.

Fly Alliance Maintenance Partners, LLC
Notes To Financial Statements
December 31, 2024

Summary of Significant Accounting Policies

General:

Fly Alliance Maintenance Partners, LLC, a start up company, will be providing mobile maintenance services for aircraft. The Company was formed in Delaware on April 8, 2024 and commenced operations in Florida on April 19, 2024. The accounting policies adhere to generally accepted accounting principles. The intent of the LLC is to grow via franchising.

Revenue Recognition:

Income will be recognized as services to aircraft are performed and franchises are established. Fees for other services will be recognized as incurred for services rendered.

Expense Recognition:

Expenses will be recognized as incurred for labor, materials and overhead to support the aircraft maintenance function as well as growth through franchising

Income Tax Status:

The LLC has elected to be treated as a partnership under the provisions of the Internal Revenue Code by consent of the members. Under these provisions, the LLC will have no income tax liability and as such, none will be recorded in the financial statements. The LLC has no income tax uncertainties, timing differences or other items requiring disclosure or adjustments to the financial statements.

Concentration of Credit and Market Risks:

The LLC and the various franchises will be engaged in the servicing and maintenance of aircraft. Thus, the LLC will be subject to various federal and state regulations as well as fluctuations in the demand for aircraft.

Use of Estimates:

Financial statements prepared under generally accepted accounting principles require the use of management estimates and assumptions which affect the reported amounts in the financial statements. Actual results could differ from those estimates and assumptions.

See Accountant's Audit Report.

Fly Alliance Maintenance Partners, LLC
Notes To Financial Statements
December 31, 2024

Subsequent Events:

Management has reviewed events subsequent to December 31, 2024 through March 28, 2025 and found no items requiring adjustment to or disclosure within the financial statements as of December 31, 2024.

See Accountant's Audit Report.

Exhibit H

State Administrators and Agents for Service of Process

STATE ADMINISTRATORS

Commissioner of Department of Financial
Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, California 90013-2344
(213) 576-7500
(866) 275-2677 Toll Free
Ask.DFPI@dfpi.ca.gov

Hawaii Commissioner of Securities
Department of Commerce & Consumer Affairs
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

Chief
Franchise Bureau
Office of Attorney General
500 South Second Street
Springfield, Illinois 62701
(217) 782-4465

Franchise Section
Indiana Securities Division
302 West Washington Street
Room E-111
Indianapolis, Indiana 46204
(317) 232-6681

Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202
(410) 576-6360

Michigan Dept. of Attorney General
Franchise Section
Physical: 525 W. Ottawa Street
G. Mennen Williams Building, 1st Floor
Lansing, Michigan 48913

Mailing: PO Box 30213
Lansing, MI 48909
(517) 335-7622

Commissioner of Commerce
Minnesota Department of Commerce
85 7th Place East, Suite 280
Saint Paul, Minnesota 55101
(651) 539-1600

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, New York 10005
(212) 416-8000

Franchise Examiner
North Dakota Securities Department
600 East Boulevard Avenue
State Capitol, Fifth Floor,
Bismarck, North Dakota 58505-0510
(701) 328-4712

Director of the Rhode Island
Department of Business Regulation
1511 Pontiac Avenue
Cranston, Rhode Island 02920
(401) 462-9500

Division of Insurance
124 S. Euclid Avenue 2nd Floor
Pierre, South Dakota 57501-3185
(605) 773-3563

State Corporation Commission
Division of Securities and Retail Franchising
1300 E. Main Street, Ninth Floor
Richmond, Virginia 23219
(804) 371-9051

Administrator
Department of Financial Institutions
Securities Division
150 Israel Rd. SW
Tumwater, Washington 98501
(360) 902-8760

Department of Financial Institutions
Division of Securities
Franchise
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 261-0448

AGENTS FOR SERVICE OF PROCESS

Commissioner of Department of Financial Protection and Innovation
2102 Arena Blvd.
Sacramento, California 95834

Hawaii Commissioner of Securities
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

Illinois Attorney General Office
500 South Second Street
Springfield, Illinois 62701

Indiana Securities Division
302 West Washington Street
Room E-111
Indianapolis, Indiana 46204

Maryland Securities Commissioner
200 Saint Paul Place
Baltimore, Maryland 21202

Michigan Department of Commerce
Corporations and Securities Bureau
Mailing: P.O. Box 30018
Lansing, Michigan 48909
Physical: 2407 N. Grand River Ave
Lansing, Michigan 48906

Commissioner of Commerce
State of Minnesota
Department of Commerce
Registration Division
85 7th Place East Suite 280
Saint Paul, Minnesota 55101

Secretary of State
New York Department of State
One Commerce Plaza
99 Washington Avenue, 6th Floor
Albany, New York 12231-0001

North Dakota Securities Commissioner
600 East Boulevard Avenue
State Capitol, 5th Floor
Bismarck, North Dakota 58505-0510

Oregon
Director of the Department of Consumer and Business Services
350 Winter Street NE
Salem, Oregon 97310
(503) 378-4100

Director of Business Regulation
1511 Pontiac Avenue
Cranston, Rhode Island 02920

Director of the Division of Insurance
Securities Regulation
Department of Labor and Regulation
124 South Euclid Avenue, 2nd Floor
Pierre, South Dakota 57501

Clerk, State Corporation Commission
1300 East Main Street, First Floor
Richmond, Virginia 23219

Administrator of Securities
Department of Financial Institutions
150 Israel Rd. SW
Tumwater, Washington 98501

Division of Securities
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-0448

In all other states:

Kevin Wargo
6501 Rosella Court
Windermere, Florida 34786

Exhibit I

Table of Contents of Franchise Operations Manuals

Exhibit J

State Addenda

ADDENDUM TO FLY ALLIANCE MAINTENANCE PARTNERS, LLC'S DISCLOSURE DOCUMENT FOR THE STATE OF CALIFORNIA

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following:

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning transfer, termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

YOU MUST SIGN A GENERAL RELEASE IF YOU RENEW OR TRANSFER YOUR FRANCHISE. CALIFORNIA CORPORATIONS CODE SECTION 31512 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CORPORATIONS CODE SECTIONS 31000 THROUGH 31505). BUSINESS AND PROFESSIONS CODE SECTION 20010 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE SECTIONS 20000 THROUGH 20043).

Neither Fly Alliance Maintenance Partners, LLC, nor any person in Item 2 of the disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling these persons from membership in this association or exchange.

SECTION 31125 OF THE FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE TO YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT.

OUR WEB SITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEB SITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.

The earnings claims figures do not reflect the costs of sales, operating expenses or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your (franchised business). Franchisees or former franchisees, listed in the franchise disclosure document, may be one source of this information.

No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. Any statements or representations signed by a franchisee purporting to understand any fact or its legal effect shall be deemed made only based upon the franchisee's understanding of the law and facts as of the time of the franchisee's investment decision. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

Any provision of a franchise agreement, franchise disclosure document, acknowledgment, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:

(a) Representations made by the franchisor or its personnel or agents to a prospective franchisee.

(b) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.

(c) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto.

(d) Violations of any provision of this division.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller or other person acting on behalf of the franchisor This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO FLY ALLIANCE MAINTENANCE PARTNERS, LLC'S DISCLOSURE DOCUMENT FOR THE STATE OF HAWAII

1. The following paragraphs shall be added to the state cover page:

THESE FRANCHISES HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

The name and address of the Franchisor's agent in this state authorized to receive service of process is the Hawaii Commissioner of Securities, 335 Merchant Street, Honolulu, Hawaii 96813.

2. Each provision of this Addendum to the Disclosure document is effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E-1, et seq., are met independently without reference to this Addendum to the Disclosure document, and only to the extent such provision is a then valid requirement of the statute.

3. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO FLY ALLIANCE MAINTENANCE PARTNERS, LLC'S DISCLOSURE DOCUMENT FOR THE STATE OF ILLINOIS

1. By reading this disclosure document, you are not agreeing to, acknowledging, or making any representations whatsoever to the Franchisor and its affiliates.

2. Item 17(v) in the table is modified by adding the following to the summary description opposite the subsection entitled "Choice of Forum":

"However, any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside of the State of Illinois is void under section 4 of the current Illinois Franchise Disclosure Act, although the Franchise Agreement may provide for arbitration in a forum outside of the State of Illinois."

3. Item 17(w) in the table is modified by adding the following to the summary description opposite the subsection entitled "Choice of Law":

"However, except for federal law, Illinois law applies if the jurisdiction requirements of the Illinois Franchise Disclosure Act of 1987 (as amended) are met."

4. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

5. "National Accounts" exist in this franchise system. A National Account customer is a customer responsible for a business in more than one location. The franchisor has the exclusive right to negotiate and enter into agreements to provide services to National Account customers. You may be offered the opportunity to service a National Account. If you decline or are unable to service the account, the franchisor, an affiliate or another franchisee may provide the service with no compensation to you (even if the service is provided within your territory).

Illinois law governs the Agreements.

****

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Section 19 of the Illinois Franchise Disclosure Act sets forth the conditions and notice requirements for termination of a franchise agreement.

Section 20 of the Illinois Franchise Disclosure Act sets forth the conditions of non-renewal of a franchise agreement, and the compensation requirements thereunder.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO FLY ALLIANCE MAINTENANCE PARTNERS, LLC'S FRANCHISE AGREEMENT FOR THE STATE OF ILLINOIS

THIS ADDENDUM is entered into as of _____, 20____ between Fly Alliance Maintenance Partners, LLC, a Delaware limited liability company ("Company"), and _____, a _____ ("Franchisee"), with reference to the following:

1. Company and Franchisee have entered into a Fly Alliance Maintenance Partners, LLC Franchise Agreement dated as of _____, 20____, (the "Franchise Agreement").

2. The parties wish to modify the Franchise Agreement, upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree that to amend the Franchise Agreement as follows:

1. The following shall be deemed added to Section 19.3:

"With respect to franchises governed by Illinois law, Company will comply with Section 41 of the Illinois Franchise Disclosure Act, which provides that:

"Any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void. This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code."

2. The following shall be deemed added to Section 20.7:

"Illinois law, as amended, shall apply to any franchise offered or sold in Illinois, notwithstanding anything to the contrary contained in this Agreement."

3. The following shall be deemed added to Section 20.14:

"However, any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside of the State of Illinois is void under section 4 of the current Illinois Franchise Disclosure Act, although the Franchise Agreement may provide for arbitration in a forum outside of the State of Illinois."

4. "National Accounts" exist in this franchise system. A National Account customer is a customer responsible for a business in more than one location. The franchisor has the exclusive right to negotiate and enter into agreements to provide services to National Account customers. You may be offered the opportunity to service a National Account. If you decline or are unable to service the account, the franchisor, an affiliate or another franchisee may provide the service with no compensation to you (even if the service is provided within your territory).

5. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Except as set forth herein, the Franchise Agreement shall be valid and enforceable between the parties in accordance with its terms.

"**Company**"

Fly Alliance Maintenance Partners, LLC

_____ _____

Date of Execution Name:_____

Its:_____

"**Franchisee**"

_____ _____,

Date of Execution [ ] an individual;

[ ] a _____ general partnership;

[ ] a _____ limited partnership;

[ ] a _____ limited liability company;

[ ] a _____ corporation

_____

Name:_____

Its: _____, and individually

ADDENDUM TO FLY ALLIANCE MAINTENANCE PARTNERS, LLC'S AREA DEVELOPMENT AGREEMENT FOR THE STATE OF ILLINOIS

THIS ADDENDUM is entered into as of _____, 20____ between Fly Alliance Maintenance Partners, LLC, a Delaware limited liability company ("Company"), and _____, a _____ ("Franchisee"), with reference to the following:

1. Company and Franchisee have entered into a Fly Alliance Maintenance Partners, LLC Area Development Agreement dated as of _____, 20____, (the "Development Agreement").

2. The parties wish to modify the Development Agreement, upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree that to amend the Development Agreement as follows:

1. The following shall be deemed added to Section 10.8:

"Illinois law, as amended, shall apply to any franchise offered or sold in Illinois, notwithstanding anything to the contrary contained in this Agreement."

2. The following shall be deemed added to Section 10.15.1:

"However, the waiver in this paragraph shall not apply to the extent prohibited by Section 705/41 of the Illinois Franchise Disclosure Act of 1987 which provides that "Any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void. This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code" or Illinois Regulations at Section 200.609."

"However, any provision in the Area Development Agreement that designates jurisdiction or venue in a forum outside of the State of Illinois is void under section 4 of the current Illinois Franchise Disclosure Act, although the Area Development Agreement may provide for arbitration in a forum outside of the State of Illinois."

3. "National Accounts" exist in this franchise system. A National Account customer is a customer responsible for a business in more than one location. The franchisor has the exclusive right to negotiate and enter into agreements to provide services to National Account customers. You may be offered the opportunity to service a National Account. If you decline or are unable to service the account, the franchisor, an affiliate or another franchisee may provide the service with no compensation to you (even if the service is provided within your territory).

4. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the

inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Except as set forth herein, the Area Development Agreement shall be valid and enforceable between the parties in accordance with its terms.

"**Company**"

Fly Alliance Maintenance Partners, LLC

_____ _____

Date of Execution Name:_____

Its:_____

"**Franchisee**"

_____ _____,

Date of Execution [ ] an individual;

[ ] a _____ general partnership;

[ ] a _____ limited partnership;

[ ] a _____ limited liability company;

[ ] a _____ corporation

_____

Name:_____

Its: _____, and individually

ADDENDUM TO FLY ALLIANCE MAINTENANCE PARTNERS, LLC'S DISCLOSURE DOCUMENT FOR THE STATE OF MARYLAND

The following information applies to franchises and franchisees subject to Maryland statutes and regulations. Item numbers correspond to those in the main body of the disclosure document:

1. Item 17.

The Franchise Agreement provides for termination if you are insolvent under any applicable state or federal law. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Section 101 et seq.).

2. Item 17.

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. Item 17.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

4. Item 17.

The general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

ADDENDUM TO FLY ALLIANCE MAINTENANCE PARTNERS, LLC'S FRANCHISE AGREEMENT FOR THE STATE OF MARYLAND

This Addendum relates to franchises sold in Maryland and is intended to comply with Maryland statutes and regulations. In consideration of the execution of the Franchise Agreement, Fly Alliance Maintenance Partners, LLC and Franchisee agree to amend the Franchise Agreement as follows:

1. Release. Sections 3.4.5 and 13.2.3(e) of the Franchise Agreement are amended to provide that any release required as a condition of assignment or renewal will not apply to liability under the Maryland Franchise Registration and Disclosure Law (the "Maryland Franchise Law").

2. Consent to Jurisdiction. Article 14 of the Franchise Agreement is amended to provide that, under the Maryland Franchise Law, any litigation involving claims arising under the Maryland Franchise Law that are not subject to arbitration may be brought in Federal District Court in Maryland.

3. Statute of Limitations. Any limitation on the period of the time mediation and/or litigation claims must be brought shall not act to reduce the 3 year statute of limitations afforded a franchisee for bringing claims arising under the Maryland Franchise Law.

4. Acknowledgments. Article 22 of the Franchise Agreement is amended by the addition of the following at the end of such Section: "The representations made herein are not intended to and will not act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."

5. Construction. In all other respects, the Franchise Agreement will be construed and enforced in accordance with its terms.

"Company"

FLY ALLIANCE MAINTENANCE PARTNERS, LLC
a Delaware limited liability company

By: _____
Name: _____
Its: _____
Date of signing: _____

"Franchisee"

_____,
[ ] an individual
[ ] a general partnership;
[ ] a limited partnership;
[ ] a limited liability company;
[ ] a corporation;
By: _____
Name: _____
Its: _____
Date of signing: _____

ADDENDUM TO FLY ALLIANCE MAINTENANCE PARTNERS, LLC'S AREA DEVELOPMENT AGREEMENT FOR THE STATE OF MARYLAND

This Addendum relates to franchises sold in Maryland and is intended to comply with Maryland statutes and regulations. In consideration of the execution of the Area Development Agreement, Fly Alliance Maintenance Partners, LLC and Franchisee agree to amend the Area Development Agreement as follows:

1. Release. Sections 4.4.5, 6.3.4 and 7.2.2(j) of the Area Development Agreement are amended to provide that any release required as a condition of assignment or renewal will not apply to liability under the Maryland Franchise Registration and Disclosure Law (the "Maryland Franchise Law").

2. Consent to Jurisdiction. Sections 8.3.2, 10.8, and 12.3 of the Area Development Agreement are amended to provide that, under the Maryland Franchise Law, any litigation involving claims arising under the Maryland Franchise Law that are not subject to arbitration may be brought in Federal District Court in Maryland.

3. Statute of Limitations. Any limitation on the period of the time mediation and/or litigation claims must be brought shall not act to reduce the 3 year statute of limitations afforded a franchisee for bringing claims arising under the Maryland Franchise Law.

4. Acknowledgments. Article 13 of the Area Development Agreement is amended by the addition of the following at the end of such Section: "The representations made herein are not intended to and will not act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."

5. Construction. In all other respects, the Area Development Agreement will be construed and enforced in accordance with its terms.

"Company"

FLY ALLIANCE MAINTENANCE PARTNERS, LLC
a Delaware limited liability company

By: _____
Name: _____
Its: _____
Date of signing: _____

"Franchisee"

_____,
[ ] an individual
[ ] a general partnership;
[ ] a limited partnership;
[ ] a limited liability company;
[ ] a corporation;
By: _____
Name: _____
Its: _____
Date of signing: _____

ADDENDUM TO FLY ALLIANCE MAINTENANCE PARTNERS, LLC'S DISCLOSURE DOCUMENT FOR THE STATE OF MINNESOTA

1. Item 13, "Trademarks," shall be amended by the addition of the following:

We will indemnify you for all costs and expenses you incur in any action or proceeding brought against you by any third party as a result of your authorized use of our trademarks.

2. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraphs:

Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement.

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J.

Also, a court will determine if a bond is required.

3. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

ADDENDUM TO FLY ALLIANCE MAINTENANCE PARTNERS, LLC'S FRANCHISE AGREEMENT FOR THE STATE OF MINNESOTA

THIS ADDENDUM is entered into as of _____, 20____ between Fly Alliance Maintenance Partners, LLC, a Delaware limited liability company ("Company"), and _____, a _____ ("Franchisee"), with reference to the following:

1. Company and Franchisee have entered into a Fly Alliance Maintenance Partners, LLC Franchise Agreement dated as of _____, 20____, (the "Franchise Agreement").

2. The parties wish to modify the Franchise Agreement, upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree to amend the Franchise Agreement as follows:

1. Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

2. With respect to franchises governed by Minnesota law, Company will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement.

3. Notwithstanding anything to the contrary set forth in the Franchise Agreement, and in particular Sections 3.4.5 and 13.2.3(e) thereof, any general release the Franchisee is required to assent to shall not apply to any liability Company may have under the Minnesota Franchise Act.

4. Minnesota Rule 2860.4400J prohibits us from requiring you to waive your rights to a jury trial. The provision in Section 20.14 of the Franchise Agreement waiving your rights to a jury trial is hereby deleted and shall have no force or effect.

5. Notwithstanding anything to the contrary set forth in the Franchise Agreement, and in particularly Section 11.5 thereof, Company will indemnify Franchisee for all costs and expenses it incurs in any action or proceeding brought against Franchisee by any third party as a result of Franchisee's authorized use of Company's trademarks.

6. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect

of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

Except as set forth herein, the Franchise Agreement shall be valid and enforceable between the parties in accordance with its terms.

"Company"	"Franchisee"
FLY ALLIANCE MAINTENANCE PARTNERS, LLC a Delaware limited liability company	_____, [ ] an individual [ ] a general partnership; [ ] a limited partnership; [ ] a limited liability company; [ ] a corporation;
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____
Date of signing:_____	Date of signing:_____

ADDENDUM TO FLY ALLIANCE MAINTENANCE PARTNERS, LLC'S DISCLOSURE DOCUMENT FOR THE STATE OF NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR RESOURCES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

A. Except as provided above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark: A. No such party has an administrative, criminal, or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions other than routine litigation incidental to the business that is significant in the context of the number of franchisees and the size, nature, or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten years immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person

from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "**Summary**" sections of Item 17(c), titled "**Requirements for a franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

> However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; this proviso intends that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "**Summary**" section of Item 17(d), titled "**Termination by a franchisee**": "You may terminate the agreement on any grounds available by law."

5. The following is added to the end of the "**Summary**" sections of Item 17(v), titled "**Choice of forum**," and Item 17(w), titled "**Choice of law**":

> The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or the franchisee by Article 33 of the General Business Law of the State of New York.

6. **Franchise Questionnaires and Acknowledgements**--No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

7. **Receipts**--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the Rev. April 2, 2024 time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

ADDENDUM TO FLY ALLIANCE MAINTENANCE PARTNERS, LLC'S DISCLOSURE DOCUMENT FOR THE STATE OF NORTH DAKOTA

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraphs:

The Securities Commissioner has held the following to be unfair, unjust or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

a. Restrictive Covenants: Franchise disclosure documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

b. Situs of Arbitration Proceedings: Franchise Agreements providing that the parties must agree to the arbitration of the disputes at a location that is remote from the site of the franchisee's business.

c. Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

d. Liquidated Damages and Termination Penalties: Requiring North Dakota Franchisees to consent to liquidated damages or termination penalties.

e. Applicable Laws: Franchise Agreements which specify that they are to be governed by the laws of a state other than North Dakota.

f. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.

g. Waiver of Exemplary & Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

h. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the Franchise Agreement.

i. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

2. Item 17(r) in the table is modified by adding the following to the summary description opposite the subsection entitled "Non-competition covenants after the franchise is terminated or expires":

"Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota."

3. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO FLY ALLIANCE MAINTENANCE PARTNERS, LLC'S FRANCHISE AGREEMENT FOR THE STATE OF NORTH DAKOTA

THIS ADDENDUM is entered into as of _____, 20____ between Fly Alliance Maintenance Partners, LLC, a Delaware limited liability company ("Company"), and _____, a _____ ("Franchisee"), with reference to the following:

1. Company and Franchisee have entered into a Fly Alliance Maintenance Partners, LLC Franchise Agreement dated as of _____, 20____, (the "Franchise Agreement").

2. The parties wish to modify the Franchise Agreement, upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree to amend the Franchise Agreement as follows:

1. Notwithstanding anything to the contrary set forth in the Franchise Agreement, and in particular Sections 3.4.5 and 13.2.3(e) thereof, any general release the Franchisee is required to assent to shall not apply to any liability Company may have under the North Dakota Franchise Investment Law.

2. The following caveat is added to Article 15:

The Securities Commissioner has held the following to be unfair, unjust or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

Liquidated Damages and Termination Penalties: Requiring North Dakota Franchisees to consent to liquidated damages or termination penalties

3. The following caveat is added to Section 12.1:

"Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota."

4. Notwithstanding anything to the contrary set forth in the Franchise Agreement, and in particular Section 12.2.3 and Articles 18 and 19 thereof, the Franchise Agreement and the legal relations among the parties to the Franchise Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

5. The following caveat is added to Section 12.2.3 and Articles 18 and 19 of the Franchise Agreement:

"The Securities Commissioner has held the following to be unfair, unjust or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

Applicable Laws: Franchise Agreements which specify that they are to be governed by the laws of a state other than North Dakota.

Waiver of Exemplary & Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies."

6. Sections 19.1 and 19.2 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

"The site of the arbitration or mediation will be agreeable to all parties and may not be remote from the franchisee's place of business."

7. Section 20.14 of the Franchise Agreement is amended by the addition of the following language to the original language that appears therein:

"This section shall not in any way abrogate or reduce any rights of the Franchisee as provided for in the North Dakota Franchise Investment Law, including the right to a trial by jury and the right to submit matters to the jurisdiction of the Courts of North Dakota."

8. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Except as set forth herein, the Franchise Agreement shall be valid and enforceable between the parties in accordance with its terms.

"Company"

FLY ALLIANCE MAINTENANCE PARTNERS, LLC
a Delaware limited liability company

By: _____
Name: _____
Its: _____
Date of signing: _____

"Franchisee"

_____,
[ ] an individual
[ ] a general partnership;
[ ] a limited partnership;
[ ] a limited liability company;
[ ] a corporation;
By: _____
Name: _____
Its: _____
Date of signing: _____

ADDENDUM TO FLY ALLIANCE MAINTENANCE PARTNERS, LLC'S AREA DEVELOPMENT AGREEMENT FOR THE STATE OF NORTH DAKOTA

THIS ADDENDUM is entered into as of _____, 20____ between Fly Alliance Maintenance Partners, LLC, a Delaware limited liability company ("Company"), and _____, a _____ ("Franchisee"), with reference to the following:

1. Company and Franchisee have entered into a Fly Alliance Maintenance Partners, LLC Area Development Agreement dated as of _____, 20____, (the "Development Agreement").

2. The parties wish to modify the Development Agreement, upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree that to amend the Development Agreement as follows:

1. Notwithstanding anything to the contrary set forth in the Development Agreement, and in particular Sections 4.4.5, 6.3.4 and 7.2.2(j), any general release the Franchisee is required to assent to shall not apply to any liability Company may have under the North Dakota Franchise Investment Law.

2. The following caveat is added to Section 8:

"Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota."

3. Notwithstanding anything to the contrary set forth in the Development Agreement, and in particular Articles 10 and 11 thereof, the Development Agreement and the legal relations among the parties to the Development Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

4. The following caveat is added to Articles 10 and 11 of the Area Development Agreement:

"The Securities Commissioner has held the following to be unfair, unjust or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

Applicable Laws: Franchise Agreements which specify that they are to be governed by the laws of a state other than North Dakota.

Waiver of Exemplary & Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies"

5. Sections 10.17 and 10.19 of the Development Agreement are amended by the addition of the following language to the original language that appears therein:

"The site of the arbitration or mediation will be agreeable to all parties and may not be remote from the franchisee's place of business."

6. Section 10.15 of the Development Agreement is amended by the addition of the following language to the original language that appears therein:

"This section shall not in any way abrogate or reduce any rights of the Franchisee as provided for in the North Dakota Franchise Investment Law, including the right to a trial by jury and the right to submit matters to the jurisdiction of the Courts of North Dakota."

7. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Except as set forth herein, the Development Agreement shall be valid and enforceable between the parties in accordance with its terms.

"**Company**"

Fly Alliance Maintenance Partners, LLC

_____ _____

Date of Execution Name:_____

Its:_____

"**Franchisee**"

_____ _____,

Date of Execution [ ] an individual;

[ ] a _____ general partnership;

[ ] a _____ limited partnership;

[ ] a _____ limited liability company;

[ ] a _____ corporation

_____

Name:_____

Its: _____, and individually

ADDENDUM TO FLY ALLIANCE MAINTENANCE PARTNERS, LLC'S DISCLOSURE DOCUMENT FOR THE STATE OF VIRGINIA

1. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document Fly Alliance Maintenance Partners, LLC for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure: The following statements are added to Item 17.h:

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

2. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO FLY ALLIANCE MAINTENANCE PARTNERS, LLC'S DISCLOSURE DOCUMENT FOR THE STATE OF WASHINGTON

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO FLY ALLIANCE MAINTENANCE PARTNERS, LLC'S FRANCHISE AGREEMENT FOR THE STATE OF WASHINGTON

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The undersigned does hereby acknowledge receipt of this addendum.

"Company"	"Franchisee"
FLY ALLIANCE MAINTENANCE PARTNERS, LLC a Delaware limited liability company	_____, [ ] an individual [ ] a general partnership; [ ] a limited partnership; [ ] a limited liability company; [ ] a corporation;
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____
Date of signing:_____	Date of signing:_____

Exhibit K

Template National Account Participation Agreement

FLY ALLIANCE

NATIONAL ACCOUNT PARTICIPATION AGREEMENT

THIS NATIONAL ACCOUNT PARTICIPATION AGREEMENT ("**Agreement**") is made this _____ day of _____, 20__ (the "**Effective Date**") by and between **Fly Alliance Maintenance Partners, LLC a Florida limited liability company** ("**Company**"), and _____ ("**Franchisee**"), with reference to the following facts.

A. Company and Franchisee are parties to one or more Franchise Agreements (each a "**Franchise Agreement**"), pursuant to which Franchisee operates one or more "FLY ALLIANCE" Mobile Units (as defined in the Franchise Agreements) providing Approved Products and Services (as defined in the Franchise Agreements) at authorized airport(s) or other authorized facilities (each an "**Authorized Airport**"). Company and Franchisee agree that the Franchise Agreement(s) and all of its/their terms are incorporated by reference as if they are set forth herein. Capitalized terms used herein shall have the meanings given such terms in the Franchise Agreement(s) unless otherwise expressly defined herein.

B. Pursuant to Sections 2.3 and 2.4 of the Franchise Agreement(s), Company reserves the exclusive right to solicit, enter into, and administer national and/or regional contracts with National Accounts, and to establish Standards governing the marketing, solicitation, sale and provision of services by franchisees to National Accounts.

C. Company has entered into an agreement with _____ ("**National Account**"), dated on or about _____, as may be further amended in the future through amendments and/or additional Statements of Work (the "**National Account Agreement**"), and Franchisee desires to provide services to National Account customers on Company's behalf, at Franchisee's authorized Authorized Airport(s) on the terms and conditions set forth in this Agreement, and Company is willing to grant Franchisee such right under the terms and conditions of this Agreement. Franchisee also acknowledges receipt of the Material Terms (as defined below) of the National Account Agreement, as modified by Company and attached hereto as Exhibit A.

NOW, THEREFORE, the parties agree as follows:

1. Franchisee Agreement to Participate.

1.1 Franchisee agrees during the Term of this Agreement to participate in this National Account program and to provide those certain Approved Products and Services at Franchisee's authorized Fly Alliance Authorized Airport(s) or other locations as specified in this Agreement, as required by the National Account Agreement and as delegated to Franchisee by Company and National Account (the "**Services**") to Authorized Aircraft (as defined in the Franchise Agreements) in strict accordance and conformity with (a) the terms and conditions of the National Account Agreement, and (b) Company's Standards.

1.2 Franchisee also understands and acknowledges that National Account reserves the right to terminate the National Account Agreement in the event of any breach of its terms, whether by Company or any franchisee or as otherwise permitted in such agreement. Accordingly, the rights granted to the Franchisee under this Agreement are non-exclusive and Company expressly reserves, in addition to the rights reserved in the Franchise Agreement(s), the exclusive, unrestricted right, in its discretion, to perform or assign and delegate the performance of some or all of the Services contemplated hereunder, including at the Authorized Airports, to itself, and to its Affiliates, representatives, franchisees, licensees, assigns, agents and or any other Person, temporarily or permanently, in its discretion and without compensation to Franchisee. Without limiting the generality of the foregoing, if Company at any time feels insecure about Franchisee's ability to continuously, fully and faithfully perform the Services hereunder, or if Franchisee fails to comply with the terms of this Agreement, or otherwise fails to meet all Standards, Company may offer the arrangement with the National Account to another franchisee or retain the same for Company's or its Affiliate's account, regardless where the customer may be located, including at the Authorized Airports.

2. Term. The term of this Agreement ("**Term**") shall commence on the Effective Date (subject to Section 3) and shall continue on a month to month basis, subject to termination by Company on fifteen (15) days' prior written notice to Franchisee, with or without cause, and for any reason in its sole discretion, or until terminated for cause pursuant Section 8 below.

3. Conditions Precedent. Franchisee acknowledges that this Agreement and Franchisee's right to provide services to Company pursuant to this Agreement, is subject to the following conditions precedent which must be satisfied if at all within thirty (30) days following the Effective Date, and if all of such conditions have not been satisfied by such date, then this Agreement shall be deemed null and void and of no force or effect:

a) Franchisee shall have fully performed, in all material respects, all of its obligations under the Franchise Agreement(s), the Manuals and all other agreements then in effect between Franchisee (or its Affiliates) and Company (or its Affiliates);

b) Franchisee, and Franchisee's employees, as applicable, shall comply with Company's then-current qualification, training and certification requirements at Franchisee's expense; and

c) Franchisee shall at its expense acquire such equipment, and take and complete such other tasks, reasonably requested by Company to facilitate the provision of Services in accordance with this Agreement.

4. Agreement to Comply with Terms of National Account Agreement. Franchisee agrees to adhere to the material terms of the National Account Agreement, and any future amendments and/or additional Statements of Work, as if Franchisee is a contracting party with Company. The current essential terms, conditions, and provisions of National Account Agreement, as appropriately modified by Company, is attached hereto as Exhibit A, and incorporated herein by this reference, and are subject to further modification by Company upon notice to Franchisee ("**Material Terms**").

4.1 Franchisee shall be responsible for (i) any acts or omissions of Franchisee or its employees; (ii) any breach by Franchisee or its employees of any of the Material Terms; and (iii) any present or future financial obligations of Franchisee.

4.2 Franchisee shall at all times, at its own expense, comply with all of the Material Terms. The Material Terms, include, but are not limited to:

a) _____

b) _____

c) _____

4.3 The requirements of the Franchise Agreement(s) shall also apply to Franchisee's performance hereunder, except to the extent otherwise expressly stated herein to the contrary.

4.4 In addition to the foregoing Material Terms, Franchisee agrees:

a) _____

b) _____.

5. Performance of National Account Agreement Obligations.

5.1 Obligations. If any of the Material Terms require Company to perform any act, all of these terms and conditions are incorporated into and made a part of this Agreement. Franchisee will perform all these obligations

on Company's behalf. If there is a conflict between the Material Terms and this Agreement, then as between Company and Franchisee, this Agreement will prevail and control.

5.2 National Account Agreement Restrictions. If any of the terms and conditions of the National Account Agreement or the Material Terms restrict the rights of Company, all of those terms and conditions are incorporated into and made a part of this Agreement and Franchisee will abide by them.

5.3 Company's Breach. Company will have no liability to Franchisee because of Company's breach of the National Account Agreement. As long as it can do so without incurring expense, Company will cooperate with Franchisee and exercise due diligence in all reasonable respects to enforce the terms of the National Account Agreement against National Account.

5.4 Enforcement of National Account Agreement. Nothing contained in this Agreement is intended to abridge or restrict Company under the National Account Agreement or the Material Terms, from enforcing the National Account Agreement as between Company and Franchisee.

5.5 Consent. Whenever the National Account Agreement or the Material Terms provides that National Account's consent is required for an act or omission, then the consent of both National Account and Company to the act or omission of Franchisee hereunder will be required. Whenever the National Account Agreement or Material Terms provides that Company's consent is required for an act or omission by National Account, then the consent of both Company and Franchisee to National Account's act or omission will be required.

5.6 Company's Right to Cure Defaults. At any time during the term of this Agreement and without notice to Franchisee, Company may, but will not be obligated to, cure or otherwise discharge any default by Franchisee under this Agreement. Any and all costs or expenses which Company may incur for this purpose will be immediately due and payable in full without further notice or communication to Franchisee of any type, kind or nature. Company will have the same remedies for the recovery of these costs and expenses as for the recovery of rent under this Agreement and at law.

5.7 No Assignment or Delegation by Franchisee. Franchisee may not make any Assignment of or relating to this Agreement, including any assignment or any delegation or any transfer of this Agreement or any interest in this Agreement in whole or in part, except in connection with a transfer of the applicable Franchise Agreement(s) and upon the terms and conditions contained in the Franchise Agreement(s) and the National Account Agreement. The Franchisee's interest in this Agreement will not be assignable by operation of law. Franchisee shall not sublicense, sublease, subcontract or enter any management agreement providing for, the right to provide Services without Company's prior written consent, which may be withheld in its sole and absolute discretion.

a) If, with Company's prior written consent, Franchisee assigns any one or more, but not all, of its Franchise Agreement(s), the rights granted to Franchisee under this Agreement shall, unless otherwise expressly mutually agreed in writing, thereafter cease to include such assigned Franchise Agreement(s) and the Authorized Airports thereunder (provided that nothing shall relieve Franchisee of Franchisee's obligations or responsibilities relating to the assigned Franchise Agreement(s)) arising prior to such Assignment.

b) Any attempted or actual Assignment or other transfer of this Agreement by Franchisee without Company's prior written consent will be null, void and of no force or effect, will convey no right or interest to the purported transferee, and will constitute a material breach of this Agreement.

c) Company may at any time assign this Agreement and the rights, privileges, duties and obligations under it, subject only to its obligations to National Account under the National Account Agreement.

5.8 Indemnity. Franchisee agrees to indemnify, defend and hold harmless Company, its Affiliates and its and their officers, directors, employees and agents from and against any and all losses, costs, liabilities or expenses (including, but not limited to, reasonable attorney's fees) for claims arising, directly or indirectly, out of or in connection with any actual or alleged acts or omissions of Franchisee or any of its employees, contractors or other personnel, whether such claims are made by National Account or any other third party,

including, without limitation, (i) the damage, loss or destruction of any real or tangible personal property, or the death of, or bodily injury to, any individual caused by the negligence or other tortious conduct or willful misconduct of Franchisee; (ii) any modification or supplementation by Franchisee of the National Account warranty, or any warranty offered by Franchisee in violation of the National Account Agreement or Material Terms; and (iii) Franchisee's breach of this Agreement or the Material Terms.

6. Franchise Agreement Fees.

6.1 Gross Labor Revenue. Franchisee acknowledges and agrees that all revenue derived by Franchisee pursuant to this Agreement shall be deemed to be "Gross Labor Revenue" under the Franchise Agreement, or if this Agreement pertains to more than one Franchise Agreement, under each applicable Franchise Agreement for the Authorized Airport at which Services were initiated by the National Account customer; and subject to Franchisee's payment of its Continuing Royalty, Technology and Customer Support Fee, and Advertising Fees, and, if and when in effect, the National Account administrative fee, pursuant to the applicable Franchise Agreement(s).

6.2 Payments and Administrative Fee.

a) Franchisee may not attempt to arrange any different terms or collect any additional fees other than those which Company has negotiated. Company may deduct from Company's payments due to Franchisee any amounts Franchisee owes to Company.

b) Company may provide a centralized billing system, dispatch service and/or other systems related to the administration or services of the National Account or other National Accounts, and Company may charge Franchisee a commercially reasonable administrative fee, which shall not exceed five percent (5%) of the Gross Labor Revenue earned by Franchisee resulting from performance of services to National Accounts. The administrative fee will be in addition to, and will be calculated before deduction of, all other fees payable by Franchisee under this Agreement with respect to National Accounts, including Royalties, Technology and Customer Support Fees, and Advertising Fees.

c) Instead of Franchisee invoicing National Account directly, Company shall invoice National Account on Franchisee's behalf for work performed under and in accordance with this Agreement, in which event Franchisee shall cooperate with Company to implement such process, including providing Company all information necessary to prepare and issue such invoices. Company does not guaranty payment by National Account. In accordance with Section 2.4 of the Franchise Agreement, upon Company's receipt of payment from Company, Company shall deliver the payment to Franchisee after deducting a commercially reasonable National Account administrative fee of no more than five percent (5%) of the Gross Labor Revenue, if any, as well as any other applicable Royalties, Technology and Customer Support Fees, Advertising Fees and other sums that are due to Company under the Franchise Agreement. Payment for services performed by Franchisee is contingent on Company receiving payment from National Account and subject to any charge-back and/or adjustment made by National Account.

6.3 Application of Funds. If Franchisee shall be delinquent in the payment of any obligation to Company under any of its Franchise Agreement(s), or under any other agreement between Franchisee (or its Affiliate) and Company (or its Affiliate), or in any payment due to any of Franchisee's vendors, Suppliers or landlords, Company shall have the absolute right to apply any payments received from National Account to any obligation owed, whether under this Agreement or otherwise, including to Franchisee's vendors, Suppliers and landlord, notwithstanding any contrary designation by Franchisee as to application.

7. Books and Records. Franchisee shall maintain an accounting and record keeping system, in accordance with sound business practices, which shall provide for basic accounting information necessary to prepare financial statements, a general ledger, and reports required by this Agreement and the Manuals. Franchisee shall maintain accurate, adequate and verifiable books and supporting documentation relating to such accounting information.

8. Termination. In addition to Company's right to terminate this Agreement with or without cause, pursuant to Section 2, Franchisee acknowledges that any breach by Franchisee jeopardizes the continuation of the National Account Agreement to the detriment of Company and other participating franchisees, and accordingly Company shall have the right to terminate this Agreement for "cause" on account of any breach by Franchisee under this Agreement, effective immediately upon written notice to Franchisee without affording Franchisee any right to cure the default, in the following circumstances and manners:

8.1 By National Account. National Account's withdrawal of its authorization of Franchisee as an authorized service provider or any Franchisee Authorized Airport as an authorized service provider pursuant to the National Account Agreement;

8.2 Assignment, Death or Incapacity. If Franchisee shall purport to make any Assignment without the prior written consent of Company;

8.3 Repeated Defaults. If Franchisee shall default in any obligation as to which Franchisee has previously received two (2) or more written notices of default from Company setting forth the default complained of within the preceding twelve (12) months, or three (3) or more written notices of default from Company setting forth the default complained of within the preceding twenty four (24) months, such repeated course of conduct shall itself be grounds for termination of this Agreement without further notice or opportunity to cure;

8.4 Violation of Law. If Franchisee fails, for a period of ten (10) days after having received notification of noncompliance from Company or any governmental or quasi-governmental agency or authority, to comply with any federal, state or local law or regulation applicable to the Services;

8.5 Sale of Unauthorized Products. If Franchisee sells unauthorized Services;

8.6 Under Reporting. If an audit or investigation conducted by Company hereof discloses that Franchisee has knowingly maintained false books or records, or submitted false reports to Company, or knowingly understated its Gross Labor Revenue or withheld the reporting of same, and without limiting the foregoing, if, on three (3) or more occasions in any single thirty six (36) month period, any audits or other investigations reveals an under-reporting or under-recording error of two (2%) or more, or on any single occasion any audit or other investigation reveals an under-reporting or under-recording of five (5%) or more;

8.7 Improper Conduct. If Franchisee commits any breach that reflects materially and unfavorably upon the operation and reputation of the "FLY ALLIANCE" business or the "FLY ALLIANCE" system; and

8.8 Cross-Default. Without limiting the generality of Section 14.6 of the Franchise Agreement(s), if Franchisee commits any default by Franchisee under the terms and conditions of this Agreement, the same shall be deemed to be a default of each of the Franchise Agreement(s), and any default by Franchisee under any of the Franchise Agreement(s) shall be deemed to be a default of this Agreement; and in the event of termination of this Agreement or any of the Franchise Agreement(s), for any reason, Company may, at its option, terminate any or all said agreements.

9. Reimbursement of Company Costs.

9.1 In the event of a default by Franchisee, all of Company's costs and expenses arising from such default, including reasonable legal fees and reasonable hourly charges of Company's administrative employees, shall be paid to Company by Franchisee within five (5) days after cure or upon demand by Company if such default is not cured.

9.2 If the National Account Agreement terminates as a result of Franchisee's default or breach of some obligation contained in the National Account Agreement or the Material Terms, then, as between Company and Franchisee, Franchisee will be liable for the damage suffered as a result of the National Account Agreement termination. Company shall not be liable to Franchisee for damages, including any incidental and consequential damages.

10. Rights and Obligations Upon Termination. Upon the expiration or termination of this Agreement, any and all obligations of Company to Franchisee under this Agreement shall immediately cease and terminate, and any and all rights of Franchisee under this Agreement shall immediately cease and terminate, and Franchisee shall immediately cease and thereafter refrain from representing itself as then or formerly an approved Service Provider of Services under this Agreement or the National Account Agreement.

11. Survival of Obligations. Termination or expiration shall be without prejudice to any other rights or remedies that Company or Franchisee, as the case may be, shall have in law or in equity, including the right to recover benefit of the bargain damages. In no event shall a termination or expiration of this Agreement affect Franchisee's obligations to take or abstain from taking any action in accordance with this Agreement. The provisions of this Agreement which by their nature or expressly constitute post-termination (or post-expiration) covenants and agreements including the obligation of Company and Franchisee to arbitrate any and all disputes shall survive the termination or expiration of this Agreement.

12. Notices. All written notices and reports permitted or required to be delivered by the parties pursuant hereto shall be delivered in accordance with Section 20.1 of each applicable Franchise Agreement.

13. Dispute Resolution. All disputes arising pursuant to this Agreement shall be resolved in the manner set forth in Article 19 of the Franchise Agreements. Franchisee and Company agree that arbitration will be conducted on an individual, not a class wide, basis and that any arbitration proceeding between Franchisee and Company will not be consolidated with any other arbitration proceeding involving Company and any other person or entity.

14. Waiver and Delay. No waiver by Company of any default or series of defaults in performance by Franchisee, and no failure, refusal or neglect of Company to exercise any right, power or option given to it hereunder or under any Franchise Agreement or any other agreement between Company and Franchisee, whether entered into before, after or contemporaneously with the execution hereof (and whether or not related to the National Account Agreement) or to insist upon strict compliance with or performance of Franchisee's obligations under this Agreement, any other agreement between Company and Franchisee, whether entered into before, after or contemporaneously with the execution hereof (and whether or not related to the National Account Agreement), shall constitute a waiver of the provisions of this Agreement with respect to any subsequent default thereof or a waiver by Company of its right at any time thereafter to require exact and strict compliance with the provisions thereof. Company will consider written requests by Franchisee for Company's consent to a waiver of any obligation imposed by this Agreement. Franchisee agrees, however, that Company is not required to act uniformly with respect to waivers, requests and consents as each request will be considered on a case by case basis, and nothing shall be construed to require Company to grant any such request. Any waiver granted by Company shall be without prejudice to any other rights Company may have, will be subject to continuing review by Company, and may be revoked, in Company's discretion, at any time and for any reason, effective upon ten (10) days' prior written notice to Franchisee. Company makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee by providing any waiver, approval, acceptance, consent, assistance, or suggestion to Franchisee in connection with this Agreement, or by reason of any neglect, delay, or denial of any request.

15. Survival of Covenants. The covenants contained in this Agreement which, by their nature or terms, require performance by the parties after the expiration or termination of this Agreement, shall be enforceable notwithstanding said expiration or other termination of this Agreement for any reason whatsoever.

16. Successors and Assigns; Benefit. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of Company and Franchisee and its or their respective heirs, executors, administrators, successors and assigns, subject to the restrictions on Assignment contained herein. This Agreement is for the benefit of the parties only, and is not intended to and shall not confer any rights or benefits upon any person who is not a party hereto.

17. Joint and Several Liability. If Franchisee consists of more than one person or Entity, or a combination thereof, the obligations and liabilities of each such person or entity to Company are joint and several, and such person(s) and/or Entities shall be deemed to be a general partnership.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any conflict of laws principles.

19. Entire Agreement. This Agreement, the Franchise Agreement(s) and the Manuals contain all of the terms and conditions agreed upon by the parties hereto with reference to the subject matter hereof. No other agreements oral or otherwise shall be deemed to exist or to bind any of the parties hereto and all prior agreements, understandings and representations are merged herein and superseded hereby. Franchisee represents that there are no contemporaneous agreements or understandings relating to the subject matter hereof between the parties that are not contained herein. Franchisee agrees that it has not relied on any statements or representations of any nature whatsoever, whether written or oral, made by Company or any other person, except as specifically set forth in this Agreement. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made in any Franchise Disclosure Document for prospective franchisees required by Applicable Law and delivered by Company to Franchisee. This Agreement cannot be modified or changed except by written instrument signed by all of the parties hereto.

20. Titles for Convenience. Article and Section titles used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, or conditions of this Agreement.

21. Gender and Construction. The terms of all Exhibits hereto are hereby incorporated into and made a part of this Agreement as if the same had been set forth in full herein. All terms used in any one number or gender shall extend to mean and include any other number and gender as the facts, context, or sense of this Agreement or any article or Section hereof may require. As used in this Agreement, the words "include," "includes" or "including" are used in a non-exclusive sense. Unless otherwise expressly provided herein to the contrary, any consent, acceptance, approval or authorization of Company which Franchisee may be required to obtain hereunder may be given or withheld by Company in its sole discretion, and on any occasion where Company is required or permitted hereunder to make any judgment, determination or use its discretion, including any decision as to whether any condition or circumstance meets Standards, Company may do so in its sole subjective judgment and discretion. No provision herein expressly identifying any particular breach of this Agreement as material shall be construed to imply that any other breach which is not so identified is not material. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against the drafter hereof, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto

22. Severability. Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provisions of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the provisions of this Agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. If any part, article, section, sentence or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the indefinite, invalid or unenforceable provision shall be deemed deleted, and the remaining part of this Agreement shall continue in full force and effect.

23. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

24. Waiver of Jury Trial; Venue. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES: (1) HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT, AND (2) SUBJECT TO SECTION 15 ABOVE, THEY AGREE THAT ORLANDO, FLORIDA SHALL BE THE VENUE FOR ANY LITIGATION ARISING UNDER THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THEY HAVE REVIEWED THIS SECTION AND HAVE HAD THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE AS TO ITS MEANING AND EFFECT.

_____	_____
FRANCHISEE INITIALS	COMPANY INITIALS

24.1 General. The submission of this Agreement does not constitute an offer and this Agreement shall become effective only upon the execution thereof by Company and Franchisee, and upon National Account's approval of Franchisee. This Agreement shall not be binding on Company unless and until it shall have been accepted and signed on its behalf by an authorized officer of Company.

IN WITNESS WHEREOF, the parties hereof have executed this Agreement as of the date of execution by

"**Company**"

FLY ALLIANCE MAINTENANCE PARTNERS, LLC

_____ _____

Date of Execution Name:_____

Its:_____

"**Franchisee**"

_____ _____,

Date of Execution

_____

Name:_____

Its: _____, an individual

EXHIBIT A

MATERIAL TERMS

In exchange for the payments described in Section 6.2 of the Agreement, Franchisee shall perform certain aircraft maintenance and repair Services to Company's customers. Franchisee agrees to the following Material Terms of the as if Franchisee is a contracting party with Company.

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Not Registered
Hawaii	Not Registered
Illinois	Not Registered
Indiana	Not Registered
Maryland	Not Registered
Michigan	Not Registered
Minnesota	Not Registered
New York	Pending
North Dakota	Not Registered
Rhode Island	Not Registered
South Dakota	Not Registered
Virginia	Not Registered
Washington	Not Registered
Wisconsin	Not Registered

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

Exhibit L – Receipt

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If we offer you a franchise, it must provide this disclosure document to you fourteen (14) calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Several states, including New York, require that we give you this disclosure document at the earlier of the first personal meeting or ten (10) business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Several states, including Michigan, require that we give you this disclosure document at least ten (10) business days before execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If we do not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit H.

The following is the name, principal business address and telephone number of each franchise seller offering this franchise:

☐ Kevin Wargo, 637 Palm Drive Suite 101, Ocoee, FL 34761 866-224-5387
☐ Eddie Trujillo 637 Palm Drive Suite 101, Ocoee, FL 34761 866-224-5387
☐ _____
☐ See attached list.

Date of Issuance: April 15, 2025

See Exhibit H for our registered agent authorized to receive service of process.

I have received a disclosure document dated April 15, 2025

A. Franchise Agreement
B. Area Development Agreement
C. General Release
D. Guaranty
E. Promissory Note
F. System Information
G. Financial Statements
H. State Administrators and Agents for Service of Process
I. Table of Contents of Franchise Operations Manuals
J. State Addenda
K. Template National Account Participation Agreement
L. Receipts

Date:_____

Prospective Franchisee:
By:_____
Name:_____
Individually and on behalf of the following entity:
Company Name:_____
Title:_____

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Date:_____

Prospective Franchisee:
By:_____
Name:_____
Individually and on behalf of the following entity:
Company Name:_____
Title:_____