

STANDARD TERMS OF SERVICE

The following Standard Terms of Service are attached to and made a part of that certain agreement or agreements evidenced by one or more quotations or other documentation (each, a “Work Order”) by and between InTech Aerospace Services, LP, a Delaware limited partnership, d/b/a ExpressJet Services (“ExpressJet”) and the customer whose name is set forth on such Work Order (“Customer”). Each of the following provisions is incorporated by reference into the Work Order as if set out in full therein and shall be deemed a part thereof.

1. Services.

1.1 Services and Project Work Orders. Customer anticipates that it will require repair and maintenance services from ExpressJet from time to time. The repair and maintenance services provided hereunder shall be limited to aircraft services commonly provided by airframe mechanics or aircraft interior technicians. ExpressJet will provide such services to Customer with regard to each request subject to and in accordance with the terms of a Work Order executed by Customer and pertaining to the particular repair and maintenance services to be performed in connection with that request (the “Services”).

2. Obligations of the Parties.

2.1 ExpressJet Obligations.

(a) Provision of Services. ExpressJet will devote its commercially reasonable efforts, knowledge and ability in providing the Services in a trustworthy and business-like manner. ExpressJet will maintain personnel licensed by the Federal Aviation Administration (“FAA”) to carry out the Services contemplated by a Work Order, and appropriate personnel to address the management and administrative duties under a Work Order in connection with the Services.

(b) Compliance with Law. ExpressJet shall comply with all federal, state and local laws, ordinances, rules, regulations and judicial orders applicable to the Services or payment for the Services, and shall not discriminate on the ground of race, color, religion, sex, or national origin in the performance of work under a Work Order.

2.2 Customer Obligations.

(a) Access. Customer will provide to ExpressJet appropriate Customer and aircraft information, records and documents, all to the extent reasonably requested by ExpressJet in connection with the performance of the Services by ExpressJet.

(b) Information Provided. Customer acknowledges that if the Customer or aircraft information, records or documents provided to ExpressJet, which are reasonably required for ExpressJet to perform the Services under a Work Order, are not accurate then ExpressJet’s ability to perform the Services effectively may be adversely impacted through no fault of ExpressJet.

(c) Payment. Customer will pay ExpressJet, when due, the amounts Customer owes ExpressJet under a Work Order.

(d) Costs. Customer will bear all costs incidental to compliance with the requirements of this Section 2.2.

3. ExpressJet's Compensation.

3.1 Pricing. The pricing for the Services is set forth on each Work Order and shall cover on those Services set forth therein. If Customer requests that ExpressJet provide any additional Services not covered by a Work Order, then ExpressJet shall perform such additional Services at ExpressJet's standard hourly rates in effect at such time.

3.2 Other Costs and Surcharges to be Paid. In addition to the labor costs described above, monthly invoices of ExpressJet will include, and Customer will pay for, all Materials (as hereinafter defined) and other costs associated with the Services.

(a) Material Costs. Customer will be responsible for the payment to ExpressJet of all costs and expenses of any and all materials that ExpressJet is required to furnish under a Work Order in connection with the Services, including apparatuses, structures, machinery, equipment, software, facilities, goods, appliances, tools, devices, documentation, consumables, chemicals, fuel, fuel products, spare parts, and supplies, and all of those items that ExpressJet furnishes through a subcontractor, vendor or other third-party (the "Materials"), following the incurring of such costs. ExpressJet will add, and Customer will pay, a 15% surcharge to the cost of all Materials net of all refunds, discounts, rebates and services in kind.

(b) Third-Party Services and Personnel. ExpressJet will have the right to contract, from time to time for specific needs, third-party subcontractors and consultants to provide all or a portion of the Services. ExpressJet will charge, and Customer will pay for, all costs and expenses related to such third-party subcontractors and consultants within the guidelines of the defined labor rates consistent with ExpressJet's own employees in regard to cost, skill and quality of work.

(c) Miscellaneous Costs. Customer will be responsible for payment of any and all other miscellaneous costs incurred by ExpressJet in connection with the Services.

(d) No Fault Found; Beyond Economic Repair. Contractor will not charge a fee for labor or materials, beyond that of an inspection, for units where the repair fault cannot be confirmed. If a beyond economic repair threshold is not supplied by the Customer and repair of the unit exceeds 65% of the replacement cost of the unit, ExpressJet shall, at Customer's written direction and at Customer's sole expense, either (i) return the unit to Customer or (ii) destroy the unit at ExpressJet's facility. Customer shall have deemed to have elected for ExpressJet to destroy said item in the event Customer fails to make the foregoing election within ninety (90) days following notice from ExpressJet.

3.3 Payment of Invoices. Customer will pay all invoices of ExpressJet within thirty (30) days of the date of the invoice. Any invoice not paid when due shall be subject to a late charge of one and one-half percent (1.5%) per month or portion thereof or, if lower, the highest rate allowable under applicable law. Should Customer default in any payments due ExpressJet, Customer agrees to pay all reasonable costs of collection incurred by ExpressJet including reasonable attorneys' fees. Title to all equipment or other goods sold or provided hereunder by ExpressJet shall remain in ExpressJet's name until Customer has paid ExpressJet in full. ExpressJet shall retain a security interest in such equipment or other goods until such time.

4. Term; Termination; Events of Default; Remedies; Survival.

4.1 Term and Termination. Unless otherwise noted thereon, each Work Order shall remain in effect for a term of two (2) years and may be extended for additional time periods upon mutual written agreement of the parties; provided, however, that a Work Order may be terminated by either party by the party desiring to terminate a Work Order giving the other party not less than sixty (60) days' advance written notice of the termination. In the event of such early termination, a Work Order shall terminate as of the date set forth in such notice, payment for all costs and expenses related to any and all Services performed prior to the date of termination or expenses incurred in preparation for the performance of such Services shall be paid to ExpressJet on the date of termination (if such have not been earlier paid), and neither party shall have any further obligations, liabilities or rights hereunder, except as to any matters which expressly are stated in a Work Order to survive the termination or expiration hereof.

4.2 Events of Default. The occurrence and continuation of any of the following events at any time during the term of a Work Order, except to the extent caused by, or resulting from, an act or omission of the other party in breach of a Work Order, will constitute an event of default of a party (an "Event of Default"):

(a) Payment Default. If Customer fails to pay, when due, any amount payable hereunder and such failure shall continue for five (5) days after written notice to Customer.

(b) Other Default. If either party fails in any material respect to perform or comply with any other obligation in a Work Order, and such failure is not remedied within thirty (30) days after the date the other party has given written notice to the party of such failure; provided, however, that if such failure is not susceptible of being cured within such thirty (30) day period but is otherwise susceptible of being cured, the failure will not constitute an Event of Default for so long as the party exercises reasonable diligence to cure the failure.

(c) Petition. If either party shall file a petition under any state or federal bankruptcy or other insolvency statutes or if a party under a Work Order shall be adjudged bankrupt or insolvent in a proceeding filed against a party hereunder; provided that no such petition filed against a party shall constitute a breach of this Work Order if such party shall vigorously contest the same by appropriate proceedings and shall remove or vacate the same within thirty (30) days from the date of its creation, service or filing.

(d) Trustee. A receiver or trustee shall be appointed for all or substantially all of the assets of either party under a Work Order and such receivership shall not be terminated or stayed within thirty (30) days.

4.3 Rights and Remedies.

(a) Generally. Upon the occurrence and during the continuation of an Event of Default by a party, the other party may, in addition to any other rights or remedies the other party may have under a Work Order or at law or in equity, terminate a Work Order upon thirty (30) days written notice to the party.

(b) ExpressJet Right to Suspend. Upon the occurrence and during the continuation of an Event of Default by Customer, ExpressJet will have the right to suspend the performance of the Services, in addition to any other rights or remedies ExpressJet may have under a Work Order or at law or in equity.

5. Independent Contractor.

5.1 Independent Contractor. It is understood and agreed that the relationship of ExpressJet to Customer shall be that of an independent contractor.

5.2 No Employer/Employee Relationship. Nothing contained in a Work Order or inferable herefrom shall be deemed or construed to (a) make ExpressJet the agent, servant, or employee of Customer or (b) create any partnership, joint venture, or other association between Customer and ExpressJet. Any direction or instruction by Customer or any of its authorized representatives in respect of the Services shall relate to the results Customer desires to obtain from the Services, and shall in no way affect ExpressJet's independent contractor status as described herein.

5.3 Employees of ExpressJet; Employment Taxes, etc. ExpressJet agrees that all of ExpressJet's employees, officers, agents and servants assigned to perform the Services under a Work Order will be employees, officers, agents and servants of ExpressJet solely. ExpressJet will be exclusively responsible for filing any and all returns and reports, and for withholding and/or paying applicable government, e.g. federal, state and/or municipal, taxes or other assessments based upon wages or employment, including, but not limited to, income taxes, gross receipt taxes, taxes measured by gross income, social security taxes, workers' compensation insurance and unemployment insurance premiums for such persons.

6. Force Majeure.

6.1 Neither Contractor nor Customer shall be liable for failure to perform its respective obligations under a Work Order when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, weather and energy related closings, inability to procure materials, governmental rules or regulations, failure of third parties to perform their obligations hereunder, or like causes beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such causes (collectively, "Force Majeure").

6.2 The party claiming an event of Force Majeure shall, within ten (10) calendar days from the beginning of such delay, notify the other party in writing of the cause of delay. If the condition continues for more than thirty (30) continuous days, either party may terminate immediately upon giving written notice of termination to the other.

7. Limitation of Liability.

7.1 CONSEQUENTIAL AND INDIRECT DAMAGES. EXCEPT WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10.5 AND OTHERWISE NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY, NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES OR AFFILIATES, WILL BE LIABLE TO THE OTHER PARTY, NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES OR AFFILIATES, FOR CLAIMS FOR PUNITIVE, SPECIAL, EXEMPLARY, TREBLE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, LOSS OF USE OR REVENUE, OR LOSSES BY REASON OF COST OF CAPITAL, CONNECTED WITH OR RESULTING FROM ANY PERFORMANCE OR LACK OF PERFORMANCE UNDER THIS AGREEMENT, REGARDLESS OF WHETHER A CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, VIOLATION OF ANY APPLICABLE DECEPTIVE TRADE PRACTICES ACT OR ANY OTHER LEGAL OR EQUITABLE PRINCIPLE.

7.2 LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, CONTRACTOR'S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL IN NO EVENT EXCEED THE AMOUNT OF FEES RECEIVED BY CONTRACTOR FROM CUSTOMER IN THE PRIOR TWELVE (12) MONTHS PURSUANT TO THIS AGREEMENT.

8. Exclusivity of Warranties.

ExpressJet warrants that it will perform the Services in accordance with the standards of care and diligence normally practiced by FAA-licensed aircraft mechanics in performance services of a similar nature in existence at the time of performance of the Services. If, during the one-year period following completion of the Services, (a) it is shown there is an error in the Services caused solely by ExpressJet's failure to meet such standards and (b) Customer has notified ExpressJet in writing of any such error within that period, ExpressJet shall re-perform, at no additional cost to Customer, such Services within the original scope of Services as may be necessary to remedy such error. Without limiting the generality of the foregoing, the warranty contained herein shall not apply to:

- (i) Any repaired equipment or products that have been exposed or been subject to normal wear and tear or to
- (ii) Any maintenance, repair, installation, handling, transportation, storage, operation or use by Customer which is improper or otherwise not in compliance with the instructions of the original manufacturer of the equipment or products; or

- (ii) Any alteration, modification or repair of such equipment or products by any person other than ExpressJet; or
- (iii) Any accident, contamination, foreign object damage, abuse, neglect or negligence after delivery to Customer; or
- (iv) Any damage precipitated by failure of equipment or a product (or part thereof) not under warranty or by any product (including part thereof) not supplied by ExpressJet.

THE WARRANTY PROVIDED IN THIS SECTION AND THE OBLIGATION TO REPERFORM THE SERVICES ARE EXCLUSIVE AND NO OTHER WARRANTIES AS TO THE SERVICES OF ANY KIND, WHETHER STATUTORY OR COMMON-LAW, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE) WILL APPLY.

9. Representations and Warranties.

Each party represents and warrants to the other party that: (a) it is a legal entity, duly formed and validly existing and in good standing under the laws of the state of its formation, (b) such party has the full power and authority to execute, deliver and perform a Work Order and to carry out the transactions contemplated by a Work Order; (c) the execution and delivery of a Work Order by such party and the carrying out by such party of the transactions contemplated by a Work Order have been duly authorized by all requisite corporate action, and a Work Order has been duly executed and delivered by such party and constitutes the legal, valid and binding obligation of such party, enforceable against the party in accordance with the terms of a Work Order, subject to applicable bankruptcy, insolvency, fraudulent conveyance and similar laws; (d) no authorization, consent, notice to or registration or filing with any governmental authority is required for the execution, delivery and performance by such party of a Work Order; (e) none of the execution, delivery and performance by such party of a Work Order conflicts with or will result in a breach or violation of any law, contract or instrument to which such party is a party or is bound; and (f) there are no legal or arbitral proceedings by or before any governmental authority, now pending or (to the knowledge of such party) threatened, that if adversely determined could have a material adverse effect on such party's ability to perform the party's obligations under a Work Order.

10. Miscellaneous.

10.1 Survival. The terms of Sections 7, 8, 9 and 10.5 shall survive the expiration or earlier termination of a Work Order.

10.2 Entire Work Order; Prior Work Orders. This Work Order, including all its attachments, constitutes the full and complete understanding and agreement of the parties to a Work Order with respect to the subject matter of a Work Order and supersedes all prior understandings and agreements

10.3 Payment for Labor and Materials; Liens. ExpressJet agrees to pay all claims for labor and Materials furnished by ExpressJet or its subcontractors to Customer in connection with ExpressJet's performance of a Work Order, which Customer will promptly reimburse to ExpressJet in accordance with the terms of a Work Order, and to allow no liens or charges to become fixed upon or levied against any property or the premises of Customer in connection with the Services, except for liens or charges relating to any act or omission of Customer.

10.4 Notices. All notices, requests, demands and other communications that are required or may be given in connection with a Work Order will be in writing and, unless otherwise stated in a Work Order for particular notices, will be deemed to have been duly given when received by the applicable party to a Work Order, if (i) personally delivered, (ii) sent by a recognized overnight delivery service, postage prepaid, (iii) sent by certified or registered mail, return receipt requested and postage prepaid, or (iv) sent by facsimile transmission with electronic confirmation of receipt. Notices will be sent to the following addresses or fax numbers, as applicable (unless changed by a party by 10 days' prior notice to the other party in accordance with this Section 10.3), of the parties:

If to Customer: At the address set forth in the Work Order.

If to ExpressJet:

InTech Aerospace Services, LP
4750 World Houston Parkway, Suite 100
Houston, Texas, 77032
Attention: Customer Service Manager
Phone No.: (832) 353-3400
Fax No.: (832) 353-3463

With a copy to:

ExpressJet Airlines, Inc.
700 North Sam Houston Parkway West
Suite 200
Houston, Texas 77067
Attention: Associate General Counsel
Phone No.: (832) 353-1141
Fax No.: (832) 353-1071

10.5 Indemnification. Notwithstanding anything to the contrary herein, the indemnity obligations of ExpressJet and Customer shall survive the expiration and termination of a Work Order and are solely as follows:

(a) OWN PROPERTY AND EQUIPMENT; EMPLOYEES AND SUBCONTRACTORS. EACH OF CONTRACTOR AND CUSTOMER AGREE TO INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS FOR DAMAGE TO, LOSS OR DESTRUCTION OF ITS OWN PROPERTY AND EQUIPMENT (WHETHER OWNED OR LEASED) AND FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS FROM AND AGAINST

ANY CLAIMS, SUITS, CAUSES OF ACTION, LIABILITY AND EXPENSE (INCLUDING REASONABLE ATTORNEY'S FEES) FOR ANY ILLNESS, INJURY OR DEATH OF ITS OWN EMPLOYEES, PERSONNEL, AGENTS OR CONTRACTORS ARISING OUT OF OR INCIDENTAL TO THE PERFORMANCE OF THIS AGREEMENT, INCLUDING TO THE EXTENT SUCH DAMAGE, LOSS, DESTRUCTION, ILLNESS, INJURY OR DEATH RESULTS FROM THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTY, ITS AGENTS, PERSONNEL AND EMPLOYEES.

(b) CONTRACTOR PERFORMANCE OF AGREEMENT. CONTRACTOR WILL BE RESPONSIBLE FOR ALL CLAIMS AND DEMANDS WHICH MAY BE MADE AGAINST CONTRACTOR OR CUSTOMER AND WILL DEFEND, INDEMNIFY AND HOLD CUSTOMER HARMLESS FROM AND AGAINST ALL SUCH CLAIMS AND DEMANDS, TOGETHER WITH ANY SUITS, CAUSES OF ACTION, LOSSES AND DAMAGES FOR INJURY TO OR DEATH OF ANY THIRD-PARTY, OR FOR DAMAGE, LOSS OR DESTRUCTION OF ANY THIRD-PARTY PROPERTY ARISING FROM AND IN THE COURSE OF CONTRACTOR'S PERFORMANCE OF THIS AGREEMENT, EXCEPT AND TO THE EXTENT SUCH INJURY, DEATH, DAMAGE, LOSS OR DESTRUCTION RESULTS FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CUSTOMER, ITS AGENTS, PERSONNEL AND EMPLOYEES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, CONTRACTOR WILL NOT BE RESPONSIBLE FOR ANY LOSS, INJURY, OR DAMAGE ARISING OUT OF CUSTOMER'S USE OR MISUSE OF AIRCRAFT OR OTHER EQUIPMENT REPAIRED AND/OR MAINTAINED BY CONTRACTOR.

(c) CUSTOMER'S PERFORMANCE OF AGREEMENT. CUSTOMER WILL BE RESPONSIBLE FOR ALL CLAIMS AND DEMANDS WHICH MAY BE MADE AGAINST CONTRACTOR OR CUSTOMER AND WILL DEFEND, INDEMNIFY AND HOLD CONTRACTOR HARMLESS FROM AND AGAINST ALL SUCH CLAIMS AND DEMANDS, TOGETHER WITH ANY SUITS, CAUSES OF ACTION, LOSSES AND DAMAGES FOR INJURY TO OR DEATH OF ANY THIRD-PARTY, OR FOR DAMAGE, LOSS OR DESTRUCTION OF ANY THIRD-PARTY PROPERTY CAUSED BY CUSTOMER OR ITS AGENTS, EMPLOYEES OR PERSONNEL, EXCEPT AND TO THE EXTENT SUCH INJURY, DEATH, DAMAGE, LOSS OR DESTRUCTION RESULTS FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CONTRACTOR, ITS AGENTS, PERSONNEL AND EMPLOYEES.

10.6 Insurance. ExpressJet shall maintain the following insurance policies with underwriters reasonably satisfactory to Customer:

(a) Worker's compensation insurance as prescribed by applicable law. Employers liability insurance will be maintained with a limit of \$1,000,000.

(b) Commercial general liability (bodily injury and property damage) insurance.

The limit of liability for such insurance will not be less than \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. If a combined single limit is provided, total coverage shall be not less than \$1,000,000 per occurrence, \$1,000,000 aggregate.

10.7 Assignment. This Work Order will not be assignable by either party without prior written consent of the other party.

10.8 Governing Law. This Work Order will be governed by and construed in accordance with the laws of the State of Texas, excluding its conflicts of laws provisions.

10.9 Waiver. The failure of either party to insist upon or enforce, in any instance, strict performance of the other party of any of the terms of a Work Order or to exercise any rights conferred under a Work Order will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such terms or rights on any future occasion.

10.10 Severability. In the event any one or more parts or provisions of a Work Order are determined to be invalid or unenforceable by a court of competent jurisdiction, then such parts or provisions will be stricken and the remaining portions of a Work Order will nevertheless be given full force and effect.

10.11 Risk of Loss; Title. Risk of loss for all Services and Materials, products and other items and things delivered to Customer by or on behalf of ExpressJet in connection with the Services or acquired by Customer pursuant to a Work Order will pass to Customer upon such delivery or acquisition. Title to all Services and Materials, products and other items and things provided or to be provided by ExpressJet under a Work Order will pass to Customer, as and to the extent payment therefore is made by Customer in accordance with a Work Order.

10.12 No Third-Party Beneficiaries. The provisions of a Work Order are intended for the sole benefit of Customer and ExpressJet, and there are no third-party beneficiaries.

10.13 Counterparts; Facsimile Signatures. This Work Order may be executed by the parties in any number of counterparts, each of which will be deemed an original instrument, but all of which together will constitute but one and the same agreement. Notices and documents, including a Work Order, delivered by fax or other form of electronic transmission will be sufficient for purposes of binding the sending party and such facsimile signature shall have the same force and effect as the original ink signature.

10.14 Headings. Titles, captions and headings in a Work Order are inserted for convenience only and will not be used for the purposes of construing or interpreting a Work Order.

10.15 References in a Work Order. In a Work Order, unless a clear, contrary intention appears: (a) the singular includes the plural and vice versa; (b) reference to any Person includes such Person's successors and assigns but, in the case of a party, only if such successors and assigns are permitted by a Work Order; (c) reference to any gender includes each other gender; (d) reference to any agreement (including a Work Order), document or instrument means such agreement, document or instrument as amended, modified, supplemented or extended and in

effect from time to time in accordance with the terms thereof and, if applicable, the terms of a Work Order; (e) reference to any law means such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (f) reference to any Section means such Section of a Work Order, and references in any Section or definition to any clause means such clause of such Section or definition; (g) “hereunder,” “hereof,” “hereto” and words of similar import will be deemed references to a Work Order as a whole and not to any particular Section or other provision of a Work Order; (h) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term; and (i) relative to the determination of any period of time, “from” means “from and including”, “to” means “to but excluding” and “through” means “through and including”.

