

SUBSCRIPTION AGREEMENT



*Getting the most out of YOUR engines
Fly Longer, Spend Less...FLEX*

FJ44-1A / FJ44-2A/C



FJ44-3A





From the CEO of SkyWay:

I am very excited to introduce you to the Fanjet Life Extension (**FLEX**®) program, which extends the inspection intervals of Williams International FJ44 engines that are not subscribed to their Total Assurance Plan (TAP). Many aircraft are being unnecessarily penalized by the 3500 hour requirement for overhaul when they are operating within limits. Spending upwards of \$1,000,000 each for an overhaul when it represents a very large percentage of the value of your aircraft is not a reasonable solution and in extreme cases drives an otherwise great aircraft to the boneyard. Now there is a solution – **FLEX**® by SkyWay.

The **FLEX**® program was created to enable operators to operate your non-TAP engines to the same HSI and Overhaul limits that Williams provides for engines on their program yet not have to pay the hourly fee or the exorbitant buy-in fees. SkyWay's FLEX program provides for a 2500 hour HSI interval and a 5000 hour TBO for your Williams engines. We have created an FAA approved engine maintenance program that incorporates periodic boroscope surveys, oil analyses and trend monitoring to provide the equivalent level of safety with the increased inspection intervals. In addition to having FAA and insurance company approval, our comprehensive program ensures a higher level of safety than the basic Williams International engine maintenance plan, which is the cornerstone of our program.

Once enrolled in the **FLEX**® program we will monitor with you the health of your engines to ensure safe operation into the future. **FLEX**® is transferrable if you decide to sell your aircraft as well.

Thank you for your interest in **FLEX**® and I look forward to serving you into the future!

A handwritten signature in blue ink, appearing to read "Mark Huffstutler".

Mark Huffstutler | CEO
The SkyWay Group

Get the Most out of YOUR engines



Fly Longer, Spend Less...FLEX

FLEX ENROLLEE INFORMATION

Authorized Enrollee's Name & Address:

(Company Name)
(Owner Name)
(Address)
(City/State/Zip/Country)
(Telephone/Fax)
(E-mail Address)

Notice:

The contents of this Subscription Agreement are proprietary to the SkyWay Group and shall not be disclosed, disseminated, copied or used except for purposes expressly authorized in writing by the SkyWay Group.



Contact Person If Different From Above Name & Address (Designee):

(Contact Name)
(Address)
(City/State/Zip/Country)
(Telephone/Fax)
(E-mail Address)
Able to act as an agent of the owner?

Aircraft & Engine Information:

Aircraft	Mfg.	Reg #
	Model	S/N
	Part 91 or 135	Annual Hours
	Acft TT	Hours per Year
Engine 1	Model	S/N
	TSN	CSN
	TSOH	CSOH
	TSHSI	CSHSI
Engine 2	TSN	CSN
	TSOH	CSOH
	TSHSI	CSHSI



Are there any modifications to the aircraft?
Dates of the last major inspections (Document 8 and 10)?
Airport Base of Operations?
Local FSDO?

Terms of the FLEX Agreement

The SkyWay FLEX Life Extension Program for the Williams International FJ44 engines is a comprehensive maintenance and monitoring program designed to spot excessive degradation and wear or impending failure of the engine and associated components before it becomes a safety concern or a costly expense. The SkyWay FLEX Aircraft Inspection Plan (AIP), once approved by the FAA, allows the operator to safely continue operations beyond the manufacturers recommended inspection interval utilizing this program of maintenance and monitoring.

There are 3 phases to the SkyWay FLEX program which require the Authorized Enrollee to participate in with SkyWay to be fully vested. By signing below you are agreeing to fully cooperate and comply with the SkyWay FLEX program.

The *initial phase* of the SkyWay FLEX program is the gathering of pertinent information along with the design of a tailored program for your aircraft and engine(s). Authorized Enrollee shall allow SKYWAY authorized personnel or agents reasonable access to the engines as well as the relevant operating and maintenance records consisting of the following documents and logs:

- **The A/C Maintenance Tracking Report (SierraTrax, Cescom, CAMP or similar)**
- **Aircraft Flight Log including current engine times and cycles**
- **Engine Log Book dated back to the most recent Overhaul & HSI**
- **Engine Component Data Sheets establishing history to birth**

The Authorized Enrollee will maintain and make available to SKYWAY, any additional information relating to the operation and maintenance of the engines as from time to time may be reasonably requested by SKYWAY.

In addition to maintaining a record of operating time and engine cycles in any logbook required by any airworthiness authority, Authorized Enrollee also shall maintain in the engine or flight logbook the disposition of any controlled components of the engine.

The *second phase* of the SkyWay **FLEX**® program involves creating a new aircraft and engine inspection plan under FAR 91.409(f) of the FAA regulations. Under this new inspection program, SkyWay will act on your behalf as the liaison with the FAA to ensure compliance with any new rules or regulations that come from the government, the airframe manufacturer, the engine manufacturer or any applicable component manufacturer.

The *third phase* of the SkyWay **FLEX**® program is centered around continuous monitoring of the engines in accordance with the FAA approval. SkyWay makes this very simple and requiring little effort by providing you with notices and supplies as well as complete management of the FAA approved inspection program.

In support of this phase, you the Owner /Operator will have certain responsibilities which play a key role in ensuring timely performance of the required inspections and comprehensive record keeping. A Computerized Maintenance Tracking Program will be the source for all tracking and documentation of the **FLEX**® program in addition to providing you with complete visibility for the airframe as well.

Owner/Operator responsibilities are as follows:

- Maintain a file of completed work forms.
- Identify and contract with the appropriate agencies to perform inspections by highly qualified, certificated personnel.
- Maintain records of manufacturer's Service Bulletins and Service Letters that have been incorporated on the aircraft, and select and track which (if any) additional Service Information, Service Bulletins and Service Kits are incorporated.
- Log aircraft airframe, engine and accessory times and/or cycles plus the number of aircraft landings in the aircraft flight log.
- Maintain an up to date file of ICAs (Instructions for Continued Airworthiness) and require their compliance (for a small fee, a complete list of ICAs can be obtained on a CD thru the FAAWebsite: <http://aircraft.faa.gov/e.gov/nd>).
- Track the 91.409(f)(4) Inspection Program and applicable ICAs(current and future) and confirm compliance using a Computerized Maintenance Tracking Program.
- Maintain a digital or hard copy of the Cessna, C-XXX, Revision XX, manufacturer's tasks. If tasks or Document inspections are revised in pages 6-1, the Owner/Operator shall maintain a digital or hard copy of the revised task or Document inspection.
- Notify the FSDO and the Primary Maintenance Provider if any of the "requirements of the program" on page 10-1 are not met and resolve a mutually acceptable modification to the AIP.
- Maintain a document that accurately records the status of applicable Airworthiness Directives.
- Maintain a listing of major alterations performed on the aircraft and ensure this AIP does not delay any inspection required due to the major alteration.
- Maintain a detailed listing of the aircraft's event history, including its accident/incident history and major corrosion history.
- Maintain an up-to-date equipment list for the aircraft.
- Maintain a current weight and balance for the aircraft.
- Upon approval of this 91.409(f)(4) Inspection Program, adopt this 91.409(f)(4) Inspection Program by identifying this 91.409(f)(4) in the aircraft maintenance records as the selected

inspection program for N_____.

- Annually send all discrepancy data from all future inspections and unscheduled maintenance to SkyWay MRO / FLEX, 122 Howard Langford Drive, Uvalde, TX 78801 – flex@sjet.com and approve SkyWay to discuss the results with the mechanics performing the inspections.

By signature below, you, the Owner/Operator acknowledge responsibility of the duties as listed above.

ACCEPTED BY:

FLEX ENROLLMENT SIGNATURES

Effective with the signing of this FLEX Subscription Agreement and acceptance by SkyWay Group, Inc. you are accepting and agreeing to all contract terms and conditions contained herewith.

Authorized Enrollee

Name: _____

Signature: _____

Dated this _____ day of _____, 20_____.

Upon signing, please scan and email to flex@sjet.com

Accepted by: FLEX Program Representative

Name: _____

Signature: _____

Dated this _____ day of _____, 20_____.



GLOSSARY OF TERMS

An engine is a complex piece of machinery whose maintenance involves technical terminology.

The applicable terms for purposes of this Agreement or Contract are collected and defined in this section. As used in this Agreement, the terms defined herein shall have the meanings as stated with no other interpretation.

AIRCRAFT means the particular aircraft referenced above.

APPROVED ENGINE MANUAL(S) means any or all of the manufacturer's approved manuals specified for the engine model(s) covered by the Program or that may be published in the future:

SkyWay Group Inc. FLEX Engine Maintenance Manual Supplements

BUER - Basic Unplanned Engine Removal - The premature removal of the Engine as a consequence of failure due to an Engine Part, or Engine component induced malfunction of an Engine

COMPRESSOR INSPECTION means the inspection of the compressor section Items in accordance with the requirements of the appropriate Approved Engine Manual.

CONSUMABLE means an Item that is replaced irrespective of apparent condition during the course of removal, inspection, or maintenance but excludes Wear-Out Items

DESIGNEE means a representative duly authorized by the Owner to act on the Owner's behalf with regard to the engine and identified on the space provided on the front page of this Contract.

DESIGNATED FACILITY means any facility designated or identified to Owner by SkyWay Group Inc. where services covered by this Agreement may be performed.

ENGINE means the specific Williams manufactured engine(s) referenced above.

ENGINE CYCLE and (PARTIAL) means Engine start, takeoff power setting, followed by Engine shutdown, regardless of duration (Includes in-flight start) in accordance with the appropriate Line Maintenance Manual.

ENGINE OPERATING HOURS means the total number of hours run by an engine accumulated in hours and tenths of hours based upon the time interval between engine start and engine shutdown.

HOT SECTION INSPECTION means the inspection of the combustion and turbine section items in compliance with the appropriate Approved Engine Manual.

IMPROPER USE means any of the following:

1. Installation or maintenance of the engine that is not in accordance with the appropriate approved Engine Manual(s).
2. Use or inspection of the engine contrary to applicable SkyWay Group Inc. FLEX supplements and the OEM Maintenance Manuals current

operating and maintenance instruction or recommendations, including, when without cause.

3. Repair or alteration of the engine other than by a SkyWay Group Inc. designated facility.

4. Misuse, neglect, accident, deliberate ingestion of foreign materials, sabotage, acts of God, acts of war or any other defect or cause outside customer's or SkyWay Group Inc.'s control which results in damage to the engine, except for lightning and ingestion of foreign material that is not deliberate.

5. Installation and use of parts in the engine after enrollment that were not originally manufactured, licensed, or approved SkyWay Group Inc.

INSPECTION CRITERIA means engine hardware evaluation criteria as provided by the most current revision of the applicable Approved Engine Manual.

LINE REPLACEABLE UNIT means an item that may normally be removed and replaced with the engine installed in the Aircraft and as allowed by the appropriate Approved Engine Manual(s).

OPTIONAL SERVICE BULLETIN means a Service Bulletin which describes modifications to the engine which are for general product or configuration improvements and do not fall within the Standard Service Bulletin or Alert Service Bulletin categories.

OWNER means the registered Owner of the Aircraft in which the engine(s) is installed or the legal owner of the engine(s), but also includes any individual, firm or agency actually operating the engine(s), or a representative who is designated by the registered owner to act in the registered owner's or operator's behalf. While it is recognized that owner also may be the operator, it is owner who is a party to the Agreement and, therefore, is the person finally responsible to fulfill all the requirements of this Agreement.

PROGRAM means the FLEX Program coverage and responsibilities as described in this agreement.

REPAIR means the work required to render serviceable an engine or a part or spare part.

ROUTINE PERIODIC INSPECTION means maintenance tasks provided at intervals up to but not including Hot Section or Compressor Inspections in accordance with the Approved Engine Manual and the SkyWay Group Inc. FLEX Engine Maintenance Manual Supplements.

SERVICE BULLETIN means the document issued by Williams to notify owner and describe changes to the engine.

SPARE PART means any part manufactured or supplied by the OEM as a spare to or a replacement of the equivalent part originally assembled into or attached to the engine. Where two or more parts are permanently attached by a manufacturing process, spare Part means the minimum assembly listed in the Williams Illustrated Parts Catalog.

STANDARD (RECOMMENDED) SERVICE BULLETIN means a Service Bulletin which describes modifications to the engine that may affect performance, improve reliability, provide improved economy, and facilitate maintenance or operation.

UNSCHEDULED MAINTENANCE means the maintenance required



at other than Major Periodic Inspection intervals due to a failure of an item. For this purpose, failure means the breakdown or deterioration of an item that is established to the reasonable satisfaction of SKYWAY to be due to a defect in material or workmanship in the manufacture of that item and which either:

1. Necessitates the removal of the item from the Aircraft before the next scheduled shop visit of the engine, or is discovered during a repair performed in connection with such removal, or

2. Is discovered during a shop visit and necessitates the scrapping of the item which, in the opinion of SI, is beyond economic repair in accordance with repair instructions contained in the Approved Engine Manual(s)

WEAR-OUT ITEM means Items that are replaced due to wear out which includes filters, igniters, igniter leads, filter analysis kit, and oil.

AUTHORIZED ENROLLEE means access to and use of FLEX is provided by paid subscription through SkyWay Group Inc. and provides for FLEX services by authorized personnel representing SkyWay and SkyWay approved 3rd party maintenance facilities. "Authorized Enrollees" means US registered aircraft owner/operators or their designated maintenance authorities.

FLEX CONTENT means that the Content of FLEX shall consist of all manuals, supplements, instructions, forms, Service Bulletins, Airworthiness Directives and any applicable FAA regulations concerning associated aircraft and engine models. A Master Documents List (MDL) will be made available to each enrollee upon final FAA approval and acceptance into the FLEX program.

USE OF FLEX means that it is understood that the purpose of FLEX is to provide Authorized Enrollees with a safe, cost conscious alternative to overhauling their engines or retiring their aircraft. The FLEX mandated inspections and maintenance practices are required in order to safely deliver this alternative to the customer. The Authorized Enrollee must agree to engage SkyWay and its partners to assist the Authorized Enrollee in obtaining a FAA approved 91.409(f)(4) inspection program ("Inspection Program") for the Authorized Enrollee's Aircraft.

The Authorized Enrollee understands that there is no guarantee of success. Some fees are contingent upon successfully obtaining FAA approval of the 91.409(f)(4) Inspection Program. SkyWay shall use reasonable efforts to protect FLEX from any use that is not permitted under these Terms. In the event of violation of the Terms, SkyWay agrees to consider the imposition of further restrictions of access to FLEX. In the event of any unauthorized use of FLEX by an Authorized Enrollee, SkyWay may suspend or terminate such Authorized Enrollee's subscription to the FLEX program.

DELIVERY & SUPPORT

- ✓ SKYWAY will prepare two copies of the proposed inspection program
- ✓ SKYWAY will review the proposed 91.409(f)(4) Inspection Program with the program manager in detail. Often, the Authorized Enrollee will also attend this review
- ✓ SKYWAY and its partners will present the proposed 91.409(f)(4) Inspection Program to the FAA
- ✓ When approved and when final payment is received, SKYWAY will supply one original and one copy of the approved Inspection Program Manuals to the Authorized Enrollee
- ✓ Authorized Enrollee warrants that all information supplied to SKYWAY is accurate

- ✓ SKYWAY will conduct an annual program review with the Authorized Enrollee to update the 91.409(f)(4) Inspection Program and document inspection or maintenance discrepancies from the previous year.
- ✓ Authorized Enrollee shall supply SKYWAY access to the aircraft's complete inspection and maintenance records
- ✓ Authorized Enrollee shall supply SKYWAY with a complete list of previous and ongoing engine discrepancies discovered during inspections or maintenance.
- ✓ Authorized Enrollee is responsible for the implementation of the approved 91.409(f)(4) Inspection Program
- ✓ Aircraft must be enrolled and in a Computerized Maintenance Tracking Program
- ✓ TBO extension of up to 5000 hours available based on engine condition
- ✓ Complete survey of the engine is required to enroll in the program – Logbook Review, boroscope of both the Hot and Cold sections, 5 Point Ground Run, Oil Analysis, Initial Trend Monitoring, Service Bulletin & Airworthiness Directive compliance checks
- ✓ Must comply with FLEX mandated inspections and maintenance practices
- ✓ Must submit Trend Monitoring Data as defined by the FLEX Program

Properly qualified SkyWay maintenance personnel will perform on-ground engine runs. Test flights for maintenance purposes require properly qualified pilots who are familiar with all aircraft systems and are experienced in performing maintenance test flights. Aircraft owner/operators are expected to provide pilots qualified for such activities. When requested, SkyWay may provide qualified maintenance tests pilots. Risk of loss during maintenance test flights remains with the aircraft owner.

Authorized Enrollee authorizing the maintenance represents that, if he/she does not hold legal title to the aircraft described above, he is acting as a duly authorized agent of the legal owner and that in that capacity has been given the authorization set forth above.

Technical support will be available through online support or by telephone to provide advice and consultation to Authorized Enrollee with respect to servicing, maintenance, and operation of engines enrolled in the FLEX program. Technical Advisors may be dispatched to support troubleshooting or maintenance if deemed necessary by SkyWay.

TERM & TERMINATION means that a FLEX Subscription provides access to all current and future content for one year. Subscribers who, at the end of the initial one-year term, opt out of the FLEX program will take full responsibility of engine maintenance and inspection requirements necessary for safe and continuous flight.

After the conclusion of the initial one-year term, the term of the perpetual subscription shall be extended in effect for one (1) year from the next date corresponding to the original FLEX Subscription Agreement Date, and will renew for successive one (1) year terms unless earlier terminated by either party by written notice not less than ninety (90) days prior to the end of the then current term.

In the event that either party believes that the other has breached any obligations under these Terms, or if SKYWAY or its partners believe that the enrollee has exceeded the scope of the FLEX program, such party shall so notify the breaching party in writing. The breaching party shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been



effected. If the breach is not cured within the thirty (30) day period, the non-breaching party shall have the right to terminate the Subscription Agreement without further notice. In addition, SKYWAY may terminate the Subscription Agreement on thirty (30) days' written notice if, in SKYWAY's reasonable opinion, the cumulative effect of violations of Enrollee rules by Authorized Enrollees justifies such termination.

Upon termination all benefits and coverage offered by the FLEX program shall be terminated without refund of the previously surrendered monthly subscription fee(s).

FEES & PAYMENTS means that an Enrollee shall make payment to SKYWAY within the term specified in the pricing table below.

Any payments made more than thirty (30) days after they are due and payable shall be subject to a 10% annual interest charge.

All subscription fee payments shall be made by credit/debit card payable to SKYWAY (SkyWay Group Inc.). Enrollee shall be responsible for all costs associated with establishing access to maintenance facilities. Enrollee shall also be responsible for all costs associated with any taxes relating to the Authorized Enrollee's use of the FLEX program.

Payment shall be deemed to have been made only when cleared or good value funds are received in the specified account. Authorized Enrollee undertakes that SKYWAY shall receive in the USA the full amount falling due under this Agreement without any withholding or deduction whatsoever.

Authorized Enrollee shall pay all reasonable attorneys' fees, expenses and costs incurred by SKYWAY in attempting recovery of any sum owed to it by Authorized Enrollee where Authorized Enrollee has failed to pay following SKYWAY's notice to Authorized Enrollee of delinquency in payment thereof.

PROPRIETARY RIGHTS means that the Authorized Enrollee, SKYWAY and its partners acknowledge that the distinctive format, plans, methods, data, processes, manuals, formulas, techniques, designs, layouts, procedures, proprietary information and know-how of SKYWAY and its partners which are developed and utilized in connection with the Inspection Program are proprietary and confidential (Confidential Information).

Such Confidential Information is unique, exclusive property and a trade secret of SKYWAY and its partners and has valuable goodwill associated with it. Authorized Enrollee acknowledges that any unauthorized disclosure or use of the Confidential Information would be wrongful and would cause irreparable injury and harm to SKYWAY and its partners. It is understood that the Confidential Information is deemed to include, without limitation, client lists, vendor lists, formulas, manuals, and any information of whatever nature which gives SKYWAY an opportunity to obtain an advantage over its competitors who do not have access to, know or use such lists, written materials, formulas or information.

Authorized Enrollee further acknowledges that SKYWAY and its partners have expended a great amount of effort and money in obtaining and developing the Confidential Information, SKYWAY and its partners have taken numerous precautions to guard the secrecy of the Confidential Information, that it would be very costly for competitors to acquire or duplicate the Confidential Information and that any unauthorized disclosure of such Confidential Information shall cause irreparable harm to SKYWAY or its partners. Consequently, Authorized Enrollee shall not at any time, publish, disclose, divulge or in any manner communicate to any person, firm, corporation, association, partnership or any other entity whatsoever or use, directly

or indirectly, for its own benefit or for the benefit of any person, firm, corporation or other entity, other than for the use of SKYWAY and its partners or Authorized Enrollee's Aircraft, any of the Confidential Information.

SKYWAY and the Authorized Enrollee agree that the Confidential Information does not include information that is generally available to the public. Authorized Enrollee acknowledges that its obligation to maintain the confidentiality of the Confidential Information shall be perpetual.

REPRESENTATIONS & WARRANTIES means that each party hereby represents and warrants that it is duly organized and validly subsisting and has full authority to enter into the FLEX Subscription Agreement and to bind the party to the terms and conditions herein. Each party further represents and warrants that it has caused the FLEX Subscription Agreement to be executed by a duly authorized representative.

SKYWAY reserves the right to assess additional fees and require additional subscription terms or separate subscription agreements in the event that new FAA regulations or FLEX findings other than those currently identified within the program are released or discovered throughout the evolution of the program. SKYWAY reserves the right to assess additional fees and require additional terms or separate agreements in the event that unapproved maintenance service providers or facilities are utilized.

FLEX has been developed and is maintained with reasonable professional care. SKYWAY shall use reasonable efforts to provide continuous availability of FLEX support subject to periodic unavailability due to maintenance of the program, the installation or testing of features, the creation of supporting documents as they become available, and downtime related to equipment or services outside the control of SKYWAY, including public or private telecommunications services, weather or any other unforeseen natural events.

SKYWAY represents and warrants that use of FLEX by Authorized Enrollees in accordance with these terms shall not infringe the copyright of any third party. The foregoing shall not apply, however, to modifications or derivative works of FLEX created by SKYWAY and its partners or by any third party, nor to improper usage of FLEX by Authorized Enrollees. SKYWAY makes no representation or warranty, however, and expressly disclaims any liability with respect to the content of any materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information. Notwithstanding the foregoing, Enrollee agrees to notify SKYWAY of any infringement, libel, or other claim pertaining to any materials of which Enrollee becomes aware. Upon such notification or if SKYWAY learns of such a claim from another source, SKYWAY may remove such materials from the FLEX program pending the resolution of such claim.

OTHER THAN THE EXPRESS WARRANTIES STATED IN THIS SECTION, FLEX IS PROVIDED ON AN "AS IS" BASIS, AND SKYWAY DISCLAIMS ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS, IMPLIED, ORAL OR WRITTEN), RELATING TO FLEX OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, COMPATIBILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SKYWAY FURTHER EXPRESSLY



DISCLAIMS ANY WARRANTY OR REPRESENTATION TO AUTHORIZED ENROLLEES, OR TO ANY THIRD PARTY.

SKYWAY shall not be liable for any loss, injury, claim, liability or damage of any kind resulting from the unavailability of FLEX, interruption of the services provided hereunder, or arising out of or in connection with Enrollee's use of materials. If FLEX fails to operate in conformance with these Terms, Enrollee shall immediately notify SI, and SI's sole obligation shall be to repair the nonconformity. In no event shall SKYWAY's liability exceed the fees paid to SKYWAY by the Enrollee. Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, even if advised of the possibility of a claim.

NOTICES means that all notices given pursuant to the FLEX Subscription Agreement shall be in writing and may be delivered by hand or by overnight carrier, or shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile, confirmation copies must be sent as specified above. Either party may from time to time change its Notice Address by written notice to the other party.

MISCELLANEOUS means that these Terms, when confirmed by the completion of the FLEX Subscription Agreement, constitute the entire agreement of the parties. No modification or claimed waiver of any provision of these Terms shall be valid except by written amendment signed by authorized representatives of SKYWAY and the Enrollee.

Any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall

constitute one agreement.

Nothing contained herein shall be deemed to create an agency, joint venture, or partnership relationship between the parties.

Waiver of any provision herein shall not be deemed to be a waiver of any other provision herein, nor shall waiver of any breach of the FLEX Subscription Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this FLEX Subscription Agreement.

If any provision or provisions of these Terms shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Neither party may assign or transfer, directly or indirectly, all or part of its rights or obligations under the FLEX Subscription Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

The FLEX Subscription Agreement shall be governed and construed according to the laws of the State of Texas applicable to contracts made and fully performed within that State. Exclusive jurisdiction of all disputes hereunder shall lie in the federal and state courts sitting in Uvalde, Texas, to whose jurisdiction the parties submit.

These Terms, when confirmed by the completion of a FLEX Subscription Agreement, constitute the entire agreement of the parties regarding subscriptions to SkyWay Group Inc. (SKYWAY) and its partners.

Exhibit A - PRICING

Pricing for two engines at the time of enrollment

FLEX Program Pricing			
	FJ-44-1A	FJ-44-2A/C	FJ44-3A
Evaluation / Enrollment ¹	2,995.00	2,995.00	2,995.00
Broker letter of eligibility (optional)	2,500.00	2,500.00	2,500.00
Program Documents Generation and Submittal ²	9,750.00	10,962.50	12,281.88
FLEX mandated inspections ³	See Note 3	See Note 3	See Note 3
Upon FAA Approval ⁴	8,750.00	9,220.00	10,535.50
Monthly Service Fee - 2 engines	141.67	162.92	187.35
FLEX Program	21,495.00	23,177.50	25,812.38

¹ Non-refundable payment for evaluation of aircraft/engine(s) to determine eligibility for the FLEX program.

² Non-refundable payment. There is no agreement or relationship between the parties until both parties execute this Agreement and the Retainer Payment has cleared the bank.

³ FLEX requires a Hot Section Inspection, to be performed by a Williams International Authorized Service Center. This cost is not included here.

⁴ Payment will not be deposited by SKYWAY until the signed, approved Inspection Program is received from the FAA.

Over & above program expenses:

Reasonable expenses to gain approval (to be invoiced and paid upon receipt):

- ✓ Travel specific to the incorporation of SkyWay FLEX program on your aircraft and engines. This includes but is not limited to face to face meetings with the FAA and/or travel to your facility to perform inspections or maintenance.
 - ✓ Economy airline charges for domestic travel including early seating on S/W airline, one checked bag, and extra leg room if offered in economy
 - ✓ Business class for international travel or domestic legs over 3 hours
 - ✓ Rent-a-car or taxi while traveling
 - ✓ Parking while traveling
 - ✓ Lodging (if overnight travel required)
 - ✓ Reasonable meals while traveling
- ✓ Printing, postage and copying
- ✓ Any freight packaging or shipping required during the FLEX life extension maintenance activities.
- ✓ Engine parts, repair, overhaul or non-standard supplies associated with the SkyWay FLEX life extension maintenance activities.
- ✓ Any SB or AD compliance required to be eligible under the SkyWay FLEX program
- ✓ FLEX Mandated Boroscope Inspections
- ✓ Additional documents as mandated by the FSDO that are above and beyond those currently

identified within the program (as stated in Program Documentation Generation section above)

Transfer Fee: \$7,500

Authorized Enrollee may not transfer this agreement, in whole or in part. However, subject to inspection of the engine by SKYWAY, a new Authorized Enrollee may execute a new agreement. Transfer of the program to a new buyer will normally be permitted, but will always be subject to the approval of SKYWAY and its partners, whose approval will not be unreasonably withheld.

Timing of Payments:

Evaluation	Program Documents Generation & Submittal	FLEX Maintenance Activities	FAA Approval
FLEX Questionnaire Engine Log Book Reviews Maintenance Records Review	FAA Document Generation & Submittal 5 Point Ground Runs Oil Analysis SB & AD Compliance Review Initial Trend Monitoring	Hot Section Replacement Time Life Component Insp. Post Maintenance Ops Check Return to Service	Trend Monitoring Oil Analysis Boroscope Insp. Routine Engine Interval Insp. FLEX Continuing Monthly Subscription Fee
<i>FJ44-1A \$2995 FJ44-2A \$2995 FJ44-3AP \$2995</i>	<i>FJ44-1A \$9,750 FJ44-2A \$10,962 FJ44-3AP \$12,281</i>	<i>Pricing TBD to be performed by a Williams Authorized Service Center</i>	<i>Remaining Balance</i>

Exhibit B – Terms & Conditions

I. Confidentiality of Proprietary Information

The Owner/Operator and SKYWAY acknowledge that the distinctive format, plans, methods, data, processes, manuals, formulas, techniques, designs, layouts, procedures, proprietary information and know-how of SKYWAY which are developed and utilized in connection with the Inspection Program are proprietary and confidential ("Confidential Information").

Such Confidential Information is unique, exclusive property and a trade secret of SKYWAY and has valuable goodwill associated with it. Owner/Operator acknowledges that any unauthorized disclosure or use of the Confidential Information would be wrongful and would cause irreparable injury and harm to SKYWAY. It is understood that the Confidential Information is deemed to include, without limitation, client lists, vendor lists, formulas, manuals, and any information of whatever nature which gives SKYWAY an opportunity to obtain an advantage over its competitors who do not have access to, know or use such lists, written materials, formulas or information.

Owner/Operator further acknowledges that SKYWAY have expended a great amount of effort and money in obtaining and developing the Confidential Information, SKYWAY have taken numerous precautions to guard the secrecy of the Confidential Information, that it would be very costly for competitors to acquire or duplicate the Confidential Information and that any unauthorized disclosure of such Confidential Information shall cause irreparable harm to SKYWAY. Consequently, Owner/Operator shall not at any time, publish, disclose, divulge or in any manner communicate to any person, firm, corporation, association, partnership or any other entity whatsoever or use, directly or indirectly, for its own benefit or for the benefit of any person, firm, corporation or other entity, other than for the use of SKYWAY or Owner/Operator's Aircraft, any of the Confidential Information.

SKYWAY and the Owner/Operator agree that the Confidential Information does not include information that is generally available to the public. Owner/Operator acknowledges that its obligation to maintain the confidentiality of the Confidential Information shall be perpetual.

II. Inspection Program Procedures

Owner/Operator acknowledges that SKYWAY owns and controls the distinctive plan for the proposal and implementation of the Inspection Plan and all related procedures for obtaining approval of an Inspection Plan, which include, but are not limited to, SKYWAY standards and specifications for the Aircraft inspection, Aircraft maintenance, equipment, supplies, materials, technical equipment standards, mechanical processes, written materials, legal standards, marketing techniques, written promotional materials, advertising, accounting systems, and service delivery methods, all of which constitute confidential trade secrets of SKYWAY.

Owner/Operator acknowledges that SKYWAY have valuable rights in and to such trade secrets. Owner/Operator further acknowledges that it has not acquired any right, title or interest in the Inspection Plan except for the right to use the Inspection Plan in conjunction with the operation of Owner/Operator's Aircraft and that it is obligated to maintain the confidentiality of the Inspection Plan in accordance with Section 4 above.

III. Non-competition Covenant

Owner/Operator acknowledges that SKYWAY have agreed to provide copies of SKYWAY's approved Inspection Program for Owner/Operator upon completion and that the value of the Inspection Program derives not only from the time, effort and money that went in to its compilation, but also from the Owner/Operator's use of the Inspection Program in conjunction with the operation of its Aircraft in the coming years. Therefore, other than the use of the Inspection Program by Owner/Operator for the Aircraft, neither the Owner/Operator nor any of its officers, directors, managers, members, equity owners, partners, nor any members of their immediate families shall during the term of this Agreement and for five (5) years

after its termination or expiration,

- a. Have any direct or indirect controlling interest as a disclosed or beneficial owner in a "Competitive Business" as defined below;
- b. Perform services as a director, officer, manager, employee, consultant, representative, agent or otherwise for a Competitive Business; or
- c. Divert or attempt to divert any business related to, or any client or account of the SKYWAY's business, by direct inducement or otherwise, or divert or attempt to divert the employment of any employee of SKYWAY to any Competitive Business by any direct inducement or otherwise.
- d. The term "Competitive Business" as used in this Agreement shall mean any business that inspects aircraft, designs or consults on FAA approved inspection programs for aircraft. Notwithstanding the foregoing, the Owner/Operator shall not be prohibited from owning securities in a Competitive Business if such securities are listed on a stock exchange or traded on the over-the-counter market and represent 5% or less of that class of securities issued and outstanding.

With the exception of those provisions that survive according to their terms, the term of this Agreement shall not be longer than one year unless both parties agreed to extend the Agreement in writing. Either party can terminate this Agreement upon written notice to the other party. If monies are owed upon termination, SKYWAY shall prepare an invoice of monies due and Owner/Operator agrees to pay the invoice in full, within 14 days after receipt of the invoice.

Post-Termination Obligations

Owner/Operator shall promptly send SKYWAY, at the street address and at the email addresses above, a summary of the results of future Document inspections on the subject aircraft. If at any time Owner/Operator desires to be removed from the reference list or the web site, Owner/Operator shall notify SKYWAY, in writing and SKYWAY shall promptly comply.

IV. Entire Agreement

This Agreement contains the entire agreement between the parties and supersedes any and all prior agreements concerning the subject matter hereof.

V. Governing Law/Consent to Venue & Jurisdiction

Except to the extent governed by federal law, this Agreement shall be interpreted under the laws of the state of Texas and any dispute between the parties shall be governed by and determined in accordance with the substantive laws of the state of Texas, which laws shall prevail in the event of any conflict of law. If a claim is asserted in any legal proceeding involving Owner/Operator, its officers, directors or managers (collectively, "Owner/Operator Affiliates") and SKYWAY, its officers, directors, managers or employees (collectively, "SKYWAY Affiliates"), all parties agree that the exclusive venue for disputes between them shall be in the state and federal courts of Texas, in Uvalde, Texas and each waive any objection they may have to the personal jurisdiction of or venue in the state and federal courts of Texas.

SKYWAY AFFILIATES, THE OWNER OPERATOR AND THE OWNER/OPERATOR AFFILIATES EACH WAIVE THEIR RIGHTS TO A TRIAL BY JURY.

VI. Injunctive Relief

SKYWAY and the Owner/Operator shall each have the right in the proper case to obtain injunctive relief from a court of competent jurisdiction. The Owner/Operator agrees that SKYWAY may obtain such injunctive relief, without posting a bond or bonds totaling more than \$500, but upon due notice, and the Owner/Operator's sole remedy in the event of the entry of such injunctive relief shall be the dissolution of such injunctive relief, if warranted, upon hearing duly had; provided, however, that all claims for damages by reason of the wrongful issuance of any such injunction are hereby expressly waived by the Owner/Operator.

VII. Labor & Parts

Non-standard labor for FLEX mandated maintenance will be invoiced at SkyWay MRO posted shop rates. Every effort will be made to accomplish the maintenance during normal working hours, however overtime may be required to meet the customer's schedule. When overtime is required, efforts will be made to notify the customer if the overtime is expected to be significant. Overtime rates of 1 ½ the posted shop rates will apply for hours worked on weekends or after regular working hours. Labor performed on holidays will be invoiced at double the regular shop rates. A fee of \$175.00 will be charged when maintenance personnel are called out after hours, on weekends, or on holidays. The callout fee will be in addition to applicable overtime labor charges. Parts will be invoiced at SkyWay MRO regular prices.

Aircraft parts supplied by customers must be accompanied by the proper documentation paperwork. Industries Ltd. The Chief Inspector or his representative will determine if SkyWay MRO maintenance department may install a customer's supplied part. Labor charges to install customer-supplied parts will be at regular shop rates plus \$20.00 per hour. Customers who supply their own parts assume responsibility for all dealings with vendors in the case of warranty, exchange, or premature failure. Removal and installation of defective or failed parts, which were supplied by customers, will be at the customer's expense.

VIII. Parts Restocking Fees

Parts ordered per owner/operator's request may require a deposit of 50% of the price of the part. Parts ordered and not used are subject to a restocking fee.

IX. Engine Runs & Test Flights

Properly qualified SkyWay MRO maintenance personnel will perform on-ground engine runs. Test flights for maintenance purposes require properly qualified pilots who are familiar with all aircraft systems and are experienced in performing maintenance test flights. Aircraft owner/operators are expected to provide pilots qualified for such activities. When requested, SkyWay MRO may provide qualified maintenance tests pilots. Risk of loss during maintenance test flights remains with the aircraft owner.

X. Insurance

SkyWay MRO maintains insurance to cover damage to the aircraft or equipment, which results from maintenance activities. SkyWay MRO Is not responsible for loss of, or damage to the aircraft or articles left in the aircraft in the case of fire, theft, accident or other causes beyond our control.

XI. Credit Policy

It is SkyWay MRO policy to collect the full amount of the maintenance invoice before the aircraft departs unless prior arrangements have been made. With prior arrangements, payment is due upon FAA approval of the Aircraft Inspection Plan (AIP). If not paid within 10 days, interest on the unpaid amount will accrue at the rate of 18% per annum, until paid in full, SkyWay will maintain a security interest with all the rights and remedies as provided by law. The security interest will remain until SkyWay receives payment of all sums due, or which may become due, for all repair work completed, including necessary parts, along with reasonable attorney fees, as provided by law, if the account is referred by SkyWay to attorney for collection.

Owner/Agent The person authorizing the maintenance represents that, if he/she does not hold legal title to the aircraft described above, he is acting as a duly authorized agent of the legal owner and that in that capacity has been given the authorization set forth above.