AEROMAN
A SUBSIDIARY OF ACTS

Standard Terms and Conditions

Unless otherwise agreed to in writing, these Standard Terms and Conditions together with any terms, conditions, pricing and special conditions of sale set forth in the AEROMANTENIMIENTO, SOCIEDAD ANONIMA ("Aeroman") signed letter of agreement ("LOA") submitted to the customer identified in the LOA ("Customer") shall be the only terms, conditions, pricing and conditions of sale applicable to the provision by Aeroman of Services (as hereinafter defined) for the **AIRBUS A320, Manufacturer Serial Number: 630 and Register Number: N630AJ, operated by Air Tanzania**, described in such LOA (individually or collectively, as the case may be, the "Aircraft"). The term "Service" or "Services" meaning those services which Aeroman agrees to perform as described in the LOA, including all labour and materials used by Aeroman in the performance thereof. These terms and conditions, together with the signed and accepted LOA shall comprise the agreement between the executing parties ("Agreement") and shall be in lieu of any and all terms and conditions of any purchase order or other document submitted by Customer except as specifically stated below. No prior LOAs, statements, negotiations, course of dealing or usage of trade shall be part of the Agreement and the Agreement may only be modified, supplemented, or amended in writing and signed by an authorized representative of the party against whom enforcement is sought.

Article 1 General Procedure

A. Following Delivery (as defined below) of the Aircraft to Aeroman's designated repair facility, together with: (1) executed LOA; (2) a workscope approved by Aeroman, and (3) all applicable maintenance manuals, Aeroman shall induct the Aircraft and proceed with the Service described in the LOA. Aeroman shall notify Customer of any missing or damaged items and Aeroman shall replace such missing or damaged items at Customer's expense (unless Customer notifies Aeroman in writing within five (5) days of receiving such notification that Customer wishes to furnish such missing or damaged items as Customer furnished material in accordance with the provisions of Article 10 below).

B. Services shall be in accordance with Aeroman's standard commercial policies, procedures and practices and may, as Aeroman deems necessary, include Designated Engineering Representative ("DER") repairs (with Customer concurrence). Aeroman shall determine which parts are required in repair of the Aircraft, and may, to the extent Customer does not furnish such parts, elect to use new parts, Parts Manufacturing Authority (PMA) parts (with Customer concurrence), overhauled parts, and/or parts in serviceable condition from Aeroman's rotable parts inventory to replace Customer's Equipment.

C. In connection with Services provided on the Aircraft, Aeroman shall provide Customer with copies of all work records required by El Salvador's Civil Aviation Authority (*Autoridad de Aviación Civil de El Salvador*) or, if applicable, the Federal Aviation Administration of the United States or, if applicable, the European Aviation Safety Agency, or such other foreign equivalent aviation authority as agreed to in writing by Aeroman and Customer (each, an "Approved Aviation Authority"), including any required repair station component/accessory tags..

Article 2 Price

Unless otherwise stated in the LOA, prices are stated in United States Dollars and shall be quoted as by Aeroman to Customer in the LOA. To the extent specified in the LOA, the prices shall be subject to adjustment as described therein.

Article 3 Delivery, Redelivery and Title

A. Customer shall bare all expense to deliver the Aircraft to Aeroman and the same shall be Delivered Duty Paid to Aeroman. Redelivery shall be at Aeroman's facility.

B. Title to Aeroman furnished parts and materials shall pass to Customer upon incorporation into the Aircraft. Within four (4) days of notification Customer will direct Aeroman as to the status of all removed and not to be reinstalled parts and materials. Should customer fail to

provide direction to Aeroman on removed parts and materials, Aeroman without further act or obligation on the part of the Customer, shall dispose of all scrapped or condemned parts removed from the Aircraft.

Article 4 Payment

A. Any cost estimate furnished by Aeroman is an approximate calculation only. The final price of Services shall be calculated in accordance with the provisions of this Agreement and Customer shall be responsible for payment of such final price.

B. Unless otherwise stated in the LOA, the unpaid balance of any invoice for Services shall be payable in full prior to Redelivery of the Aircraft. An invoice may be an interim or final invoice. A final invoice reflecting the final charges owed by or credits due to Customer will be submitted to Customer as soon as practicable after completion of the Services and such final invoice will be reconciled with any interim invoice(s) and shall be payable on a net thirty (30) day basis from the date of the invoice.

C. Customer shall make all payments under this Agreement via wire transfer to the bank account designated on the LOA. Such payment shall be immediately available for use and without any right of set-off or deduction. If Customer fails to make timely payments, or if the financial conditions of the Customer at any time do not, in the judgment of Aeroman, justify continuance of the performance the terms of payment as agreed upon, or upon commencement of any bankruptcy or reorganization proceedings or the potential insolvency of the Customer, Aeroman may require full or partial payment in advance, may modify the payment terms, may elect to settle through the IATA or ACH clearing house, or shall be entitled to cancel any LOA then outstanding and shall receive reimbursement for its reasonable and proper cancellation charges (including charges for work already performed).

D. All payments past due shall bear monthly interest at the rate of one and one-half percent (1.5%) per month, (eighteen percent (18%) per annum) for each month or part thereof that such payment is late, until such time as the payment, plus interest, are received by Aeroman .

Article 5 Taxes

A. Customer shall be responsible for any and all sales taxes, use taxes, imposts, withholdings, duties, or any other taxes or similar charges levied by any governments or by Customer's own governmental authorities on or in connection with any of the Services performed hereunder, material supplied or things delivered under this Agreement, except for taxes levied by any governmental authority of El Salvador based on Aeroman’s net income.

B. Customer further agrees to defend, indemnify and hold Aeroman harmless from and against the aforesaid taxes, duties and charges as a result of the Services performed hereunder, material supplied or other things delivered under this Agreement, and all legal fees, costs and expenses incurred in connection therewith.

C. If a claim is made against Aeroman for such taxes, duties or charges, Aeroman shall promptly notify Customer. If requested by Customer in writing, Aeroman shall not pay any such assessment or penalty or interest thereon except under protest, and if payment is made, Aeroman shall use reasonable efforts to obtain a refund thereof, or permit Customer to protest such payment in Aeroman’s name. If all or any part of such assessment, penalty or interest be refunded, Aeroman shall repay to Customer so much thereof as Customer shall have paid. Customer shall pay to Aeroman upon demand Customer's proportionate share of all expenses incurred by Aeroman to protest such payment or obtain a refund thereof.

Article 6 Excusable Delay

Aeroman shall be excused from and not be liable for, any delay in its performance or failure to perform due to causes beyond Aeroman’s reasonable control, including, without limitation, acts of God, war, warlike conditions, inability to secure parts, material or transportation, insurrection, riot, explosions, fires, earthquakes, government acts or failure to act, government priorities, acts or failure to act of civil or military authorities, labour disputes, slowdown of work, strikes or Customer’s acts (or failure to act) as required under the terms of this Agreement. In the event of such delay, Aeroman shall have the right to invoice Customer for all completed Service, and Customer shall pay such invoice net thirty (30) days. Should Customer’s action or inaction (such as, without limitation, delay in providing Customer owned property, Equipment records, approval or

other information), cause a delay, Customer's Aircraft may be removed from production, which may result in greater than day-for-day delay. If delay resulting from any of the foregoing extends for more than fourteen days (14) and the parties have not agreed upon a revised basis for continuing the Service, including an adjustment of the price, then upon three (3) days written notice to the other, either party may terminate their performance in respect to the Service delayed. In the event of such a termination customer shall pay Aeroman's termination charges upon receipt of Aeroman's invoice(s) therefore.

Article 7 Warranty

A. For the purpose of exercising this warranty, Customer shall send Aeroman written notice of a defect prior to the expiration of thirty (30) days following discovery thereof. If Aeroman reasonably determines that the work performed does not meet the warranty, Aeroman shall promptly correct the defect by, at Aeroman's option, (1) repairing the defective work; (2) making available at Aeroman's facility a repaired or replacement item; or (3) refunding the repair price allocable to the defective work. The warranty period on any such repair or replaced item shall be the unexpired portion of the warranty on the initially repaired item. If requested by Aeroman, Customer shall ship such defective item, freight prepaid, to the location specified by Aeroman. If Aeroman determines that a repair is covered by this warranty, Aeroman shall reimburse Customer for its reasonable freight charges in connection with the transportation of such item to Aeroman.

B. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESSED, IMPLIED OR STATUTORY (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABLIITY AND FITNESS FOR PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE).
This warranty is not assignable without the written consent of Aeroman. This warranty is applicable only if: the Aircraft, following Redelivery (1) has been transported, stored, installed, operated, handled, maintained and repaired in accordance with the then current recommendations of the manufacturer as stated in its manuals, Airworthiness, Directives, Service Bulletins or other written instructions; (2) has not been altered, modified or repaired by anyone other than Aeroman; and (3) has not be subjected to accident, misuse, abuse or neglect.

C. The liability of Aeroman connected with or resulting from the foregoing warranty shall not exceed in any case the cost of correcting the defect as provided in paragraph A above. Upon the expiration of the warranty, all such liability shall terminate. The foregoing shall constitute the sole remedy of Customer and the sole liability of Aeroman for breach of warranty.

Article 8 Limitation of Liability Indemnification, and Insurance

A. Aeroman's liability in connection with the Services performed under this Agreement shall be limited in accordance with Article 7 and Aeroman shall not be liable for any claims, demands, suits, losses, damages, causes of action, fines or judgements (including related expenses and legal costs) relating to loss of or damage to any property or any delays in transportation or services offered by Customer, or for death of or injury to any person or persons resulting from or arising out of or in connection with the Services performed under this Agreement, unless the same are due to the wilful misconduct of Aeroman, its directors, officers, employees, agents or subcontractors.

B. Customer shall defend (if required to do so by Aeroman), indemnify and hold harmless Aeroman, and each of its Affiliates and each its directors, officers, employees, agents and subcontractors from and against any and all claims, demands, suits, losses, damages, causes of action, fines or judgements (including related expenses and legal costs) relating to loss of or damage to any property or any delays in transportation or services offered by Customer, or for death of or injury to any person or persons resulting from or arising out of or in connection with this Agreement or the Services performed under this Agreement, unless the same are due to the wilful misconduct of Aeroman, its directors, officers, employees, agents or subcontractors.

C. In no event, whether as a result of breach of contract, tort (including negligence but excluding wilful misconduct), product liability, patent

infringement or otherwise, shall Aeroman be liable for any special, consequential, incidental, resultant or indirect damages (including, without limitation, loss of use, revenue, profit or goodwill) or punitive or exemplary damages.

D. Upon request, the Customer shall provide Aeroman with certificates of insurance confirming the Customer carries comprehensive aviation liability and property damage insurance with limits of liability to the reasonable satisfaction of Aeroman. Such insurance shall (i) name Aeroman as additional insured, (ii) contain a severability of interests clause, (iii) a breach of warranty clause in favour of Aeroman, (iv) be primary to any insurance carried by Aeroman, and (v) contain a clause which provides for thirty (30) days advance notice of cancellation (seven (7) days notice or as available in the case of war risks) or material change.

E. For the purpose of this Article 8, the term "Aeroman" is deemed to include Aeroman and its affiliated companies, the subcontractors and suppliers of the Services furnished hereunder, and its directors, officers, employees, servants and representatives.

Article 9 Termination

A. Upon the commencement of any bankruptcy or reorganization against Customer, Aeroman may, upon written notice to Customer, cease to perform any and all of its obligations under this Agreement here under (including, without limitation, continuing work in progress and making deliveries or progress payments or down payments) unless Customer shall provide adequate assurance, in the opinion of Aeroman that Customer will continue to perform all of its obligations under this Agreement and the purchase orders hereunder in accordance with the terms hereof, and will promptly compensate Aeroman for any actual pecuniary loss resulting from the Customer or the trustee thereof shall fail to promptly provide such adequate assurance, upon notice to the Customer by Aeroman this Agreement and all purchase orders hereunder shall be cancelled.

B. Aeroman, at its option, may cancel this Agreement with respect to any or all of the Services to be furnished hereunder which are undelivered or not furnished on the effective date of such cancellation by giving Customer written notice at any time after a receiver of the Customer's assets is appointed on account of insolvency, or the other makes a general assignment for the benefit of its creditors and such appointment of a receiver shall remain in force undismissed, unvacated or unstayed for a period of sixty (60) days thereafter. Such notice of cancellation shall be given thirty (30) days prior to the effective date of cancellation, except that, in the case of a voluntary general assignment, for the benefit of creditors, such notice need not precede the effective date of cancellation.

C. Either party may terminate this Agreement upon sixty (60) days written notice to the other for failure to comply with any material provision of this Agreement, unless the failure should have been cured, or the party in breach has substantially affected all acts required to cure the failure, prior to such sixty (60) days. Aeroman may immediately terminate this Agreement if Customer (1) fails to make any of the required payments when due, unless cured within ten (10) days of such payment due date; (2) makes any agreement with creditors due to its inability to make timely payments of its debts; (3) enters into liquidation whether compulsory or voluntary; (4) becomes insolvent; or (5) becomes subject to the appointment of a receiver of all or a material part of its assets. If such termination should occur, Customer shall not be relieved of its payment obligation for Services rendered hereunder.

D. Unless otherwise provided in the LOA, this Agreement shall automatically terminate one (1) year from the date of execution hereof, unless terminated sooner as provided herein.

E. Notwithstanding the expiration or termination of this Agreement, the parties will remain obligated to perform their respective agreements, duties, and obligations under those provisions that by their nature are intended to survive termination or expiration. Such provisions shall include those relating to confidentiality, indemnity, property rights, insurance, payment, applicable law and jurisdiction.

Article 10 Customer Furnished Material

Customer may supply Aeroman with mutually agreed upon quantities and types of parts as customer furnished material, provided that such parts shall be: (1) furnished with an Approved Aviation Authority serviceability tag; (2) ready for immediate use; and (3) provided in a timely manner that will not delay Aeroman's performance

hereunder. If Customer's delay in providing customer furnished material would result in a delay of Aeroman's performance, Aeroman may supply such parts and material at Customer's expense.

Article 11 Governing Law

A. Governing Law**:** Unless otherwise stated herein, this Agreement will be construed, interpreted and applied in accordance with the laws of the Province of Quebec, Canada, excluding its conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods.

B. Jurisdiction: The parties hereby attorn to the jurisdiction of the Courts of the Province of Quebec, judicial district of Montreal.

Article 12 General Provisions

A. Right to Subcontract**.** Aeroman shall have the right to have any of the Services performed at any Aeroman facility or any facility of Aeroman's affiliates, or any subcontractor selected by Aeroman or such affiliates, provided such facility, affiliate or subcontractor is properly certified and rated by the Approved Airworthiness Authority to perform such work. Aeroman's use of affiliates or subcontractors shall not relieve Aeroman from the responsibility for the proper performance of its obligations set forth in this Agreement.

B. Assignment. Except as described in paragraph A above, the assignment of all or any portion of this Agreement, or any purchase order or any right or obligation hereunder, by either party, without the prior written consent of the other party shall be void. Notwithstanding the foregoing, the Customer's consent shall not be required for the substitution of an Aeroman affiliate in place of Aeroman as the contracting party or the recipient of payments pertaining to all or any portion of this Agreement or any purchase order or any right or obligation in connection with this Agreement.

C. Confidentiality. This Agreement, the LOA, including its attachments contains information, including pricing, technical information that is confidential and proprietary to Aeroman. Neither party shall disclose any details connected with this Agreement to any third party without first obtaining the written consent of the other party hereto. The parties agree that nothing contained herein is intended to confer any right upon either party to use or otherwise display, the other's trademarks, service marks or other proprietary marks. Advertising, promotional material and press releases relating to this Agreement or the services hereunder must be approved in writing by each party prior to release.

D. Savings Clause. If any portion of this Agreement shall be determined to be a violation of, or contrary to, any controlling law, rule or regulation, then such portion shall be unenforceable and deleted from this Agreement. In such event, the balance of this Agreement shall remain in full force and effect.

E. Beneficiaries. Except as herein expressly provided to the contrary, the provisions of the Agreement are for the benefit of the executing parties hereto and not for the benefit of a third party.

F. Language. The parties agree that this Agreement and any documents ancillary thereto shall be drafted in English only.

G. Notices. Any notices furnished under this Agreement: (1) shall be in writing; (2) shall become effective upon receipt; and (3) shall be delivered or sent by mail, courier or facsimile to the address set forth on the LOA, which may be changed by written notice to the other party.

H. Non-Waiver of Rights and Remedies. Any failure or delay in the exercise of rights or remedies hereunder shall not operate to waive or impair such rights or remedies. Any waiver given shall not be construed to require future or further waivers.

I. Counterparts. This Agreement may be executed by the executing parties in separate counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same document. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be as effective as delivery of a manually executed counterpart.

J. Authorization. The individual signing for the Customer represents to Aeroman that he or she is unequivocally authorized to bind the Customer to this Agreement and is employed in the capacity indicated.