Disclaimer and Limitation of Liability

The Client's engagement of Plane Data Inc. implies acceptance of the following terms:

Except to the extent expressly set forth herein, Plane Data, Inc. makes no representations or warranties, express or implied by law, statute, or regulation, including with respect to condition, valuation, merchantability, or fitness for any particular use or purpose in connection with this report. Plane Data, Inc. does not guarantee any valuation or cost savings in connection with this report. understands that this report relates only to the date hereof and that Plane Data, Inc. has no obligation to update or revise this report. The client understands and agrees that this report will be based upon the knowledge and experience of the personnel of Plane Data, Inc. and its affiliates who have performed this service, taking into consideration information reasonably available to such personnel at the time such inspection is provided to the client and that new or different information may alter such findings and that third parties may reach different conclusions. Plane Data, Inc. has also relied upon information and documents provided by third parties without independent verification. To the extent that this report includes forecasts and recommendations, the client understands and agrees that future outcomes are subject to factors beyond Plane Data, Inc's control and that such outcomes may be materially different than those expressed by others. As a result, Plane Data, Inc. shall have no liability with respect to the matters described in this section, except to the extent of gross negligence. The client understands and agrees that (a) Plane Data, Inc. does not assume any risk or cost arising from or relating to the ownership, operation, maintenance, repair, acquisition, disposition, or financing of any aircraft, whether or not it is advised by any other party of the possibility of such risk or cost, and (b) Plane Data, Inc. and/or any of its affiliates shall have no liability whatsoever to client for damages of any kind in any way relating to realization of collateral value, whether based on breach of contract, tort (including negligence), product liability, or otherwise. The client shall be solely responsible for all tax and regulatory compliance. To the maximum extent permitted by applicable law, in no event shall the aggregate liability of Plane Data, Inc. exceed fees actually paid by the client to Plane Data, Inc. in connection with the event giving cause to such liability, regardless of whether any action or claim is based in contract, misrepresentation, warranty, negligence, strict liability or other tort or otherwise. in no event shall Plane Data, Inc. be responsible for any lost profits, loss of revenue, loss of use, indirect, incidental, special, consequential, or punitive damages, even if advised of the possibility of such damages, in any way arising from or relating to this report.