



SALES AGREEMENT

SELLER: Gulfstream Aerospace LP ("Gulfstream") **BUYER:** Grupo Fertinal, S.A. de C.V. ("Buyer")

SUBJECT MATTER OF SALE: The "Aircraft" sold pursuant to this Agreement is a Gulfstream G150,[®] as more specifically described in the Gulfstream G150 Product Specification, Release dated August 2008, and as may be further revised (the "Product Specification"), outfitted pursuant to this Agreement.

PURCHASE PRICE FOR AIRCRAFT:	\$15,550,000
• PURCHASE PRICE FOR OPTIONAL EQUIPMENT SELECTED IN APPENDIX A:	\$TBD
SUB-TOTAL PURCHASE PRICE:	\$15,550,000
CONCESSIONS:	
• INCENTIVE PRICE REDUCTION:	(\$2,550,000)
ADJUSTED TOTAL PURCHASE PRICE:	\$13,000,000

TOTAL PURCHASE PRICE = The Adjusted Purchase Price plus the total amount due for any Work Change Requests ("WCRs").

PAYMENT TERMS - VIA WIRE TRANSFER TO THE GULFSTREAM ACCOUNT PROVIDED BELOW:

A. Initial payment due upon execution of this Sales Agreement - ONE MILLION FIVE HUNDRED THOUSAND U.S. DOLLARS payable immediately by transferring \$1,500,000 USD from Buyer's existing G200 Sales Agreement dated August 11, 2008 as amended ("G200 Sales Agreement"), upon which that G200 Sales Agreement shall be immediately extinguished and of no force and effect.	\$1,500,000
B. Second payment due on or before July 15, 2009 - FIVE HUNDRED THOUSAND U.S. DOLLARS	\$500,000
C. Third payment due on or before August 15, 2009 - FIVE HUNDRED THOUSAND U.S. DOLLARS	\$500,000
D. Fourth payment due on or before September 15, 2009 - FIVE HUNDRED THOUSAND U.S. DOLLARS	\$500,000
E. Fifth payment due on or before January 15, 2010 - ONE MILLION U.S. DOLLARS	\$1,000,000
F. Sixth payment due on or before June 15, 2010 - FOUR MILLION U.S. DOLLARS	\$4,000,000
G. Final payment due at Delivery Time - FIVE MILLION U.S. DOLLARS, plus the outstanding balance of any Work Change Requests (WCRs)	\$5,000,000 + WCR balance

SCHEDULED QUARTER FOR OUTFITTED DELIVERY: 4th Quarter 2010
COUNTRY OF AIRCRAFT REGISTRATION:

SECTION 1.0 - AIRCRAFT OUTFITTING AND DELIVERY

- 1.1 **OUTFITTING**
- 1.1.2 **Selection of Outfitting Options.** Buyer will define the interior passenger cabin floor plan, interior furnishings, equipment, exterior paint scheme and certain other outfitting items (as further defined in Section 14 of the G150 Product Specification, Interior Description) by making selections consistent with Section 14 of the Product Specification, including selecting from the options listed in Appendix A, and those other options (e.g., wood veneer, cabin metal plating, leathers, fabrics and carpets) made available by Gulfstream.
- 1.1.3 **Completion Package.** Buyer's outfitting selections will be documented in the completion package documents described in Section 14 of the Product Specification to be mutually accepted and signed by the Parties (collectively, the "Completion Package"). Buyer acknowledges that timely finalization of the Completion Package and selection of the Country of Aircraft Registration is critical to maintaining the Scheduled Quarter for Outfitted Delivery and the Gulfstream production schedule. Accordingly, Buyer agrees to designate the Country of Aircraft Registration in writing by April 1, 2010 and complete its Completion Package selections and approvals by May 15, 2010 and, if Buyer fails to do so, then Gulfstream at its election may either (1) adjust the Scheduled Quarter for Outfitted Delivery and/or the Aircraft's Serial Number to account for Buyer's delay, or (2) Outfit the Aircraft in Gulfstream's then-current demonstration aircraft configuration for registration in the United States ("U.S.") without adjustment to the Total Purchase Price.
- 1.1.4 **Work Change Requests.** If the mutually agreed upon Completion Package includes options that change either the Total Purchase Price, the Estimated Weight of the Aircraft, or the Scheduled Quarter for Outfitted Delivery, then such changes will be documented in a WCR signed by the Buyer (this Completion Package WCR is commonly referred to as "WCR No. 1"). Any subsequent changes to the Completion Package requested by Buyer, if accepted by Gulfstream, will be evidenced by additional WCRs signed by the Parties in which the Total Purchase Price, weight and Scheduled Delivery Date will be adjusted, as applicable. Fifty percent (50%) of the price associated with each WCR will be due net thirty (30) calendar days following Buyer's signature on the WCR, and the remaining fifty

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PARA/TO: FRANCISCO J. FLORES	DE/FROM: FRANCISCO J. FLORES	
COMPANIA/CO.:	COMPANIA/CO.: GRUPO FERTINAL	
DEPARTAMENTO/DEPT.:	TELEFONO/PHONE #:	
FAX: 001 012 953025	FAX:	



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percent (50%) will be due at the Delivery Time. If Gulfstream determines that a Buyer requested change to the Aircraft cannot reasonably be completed prior to Delivery Time, then Gulfstream will exclude the proposed WCR from the Completion Specification, and may provide Buyer with a cost quote and schedule for installation after Delivery Time at a Gulfstream Service Center.

1.2 ACKNOWLEDGEMENT OF SERIAL NUMBER

Gulfstream will provide Buyer with written notice of the Aircraft's serial number no later than thirty (30) calendar days prior to the scheduled issuance of the U.S. Federal Aviation Administration ("FAA") Certificate of Airworthiness for the Aircraft. Within five (5) business days after Gulfstream's notice, Buyer will execute and immediately return to Gulfstream an "Acknowledgement of Serial Number" document to be provided by Gulfstream for the purpose of confirming that serial number as the Aircraft to be outfitted with the Completion Package specified under this Agreement. Buyer shall have the right to request a change of the corresponding serial number in the event that the summatory of the numbers comprised in such serial number is 4 or 8.

1.3 BUYER'S ACCESS DURING OUTFITTING

1.3.1 Customer Program Manager. Gulfstream may appoint a designated customer program manager ("CPM") to serve as Buyer's primary point of contact concerning the Aircraft. Buyer will address all questions concerning the Aircraft and any request for access to Gulfstream facilities through the assigned CPM. The CPM will act as liaison between Buyer and Gulfstream's internal operations groups.

1.3.2 Facility Access. Buyer and its authorized representative(s) as approved by Gulfstream (the "Authorized Representatives") will be granted access during normal business hours Monday - Friday, 8:00 am to 5:00 pm (excluding holidays) at the Aircraft's completion facility for the purpose of confirming status of Aircraft outfitting. Completion facility access is at Gulfstream's sole discretion and must be arranged through Buyer's assigned CPM. Gulfstream must have 24 hours notice for completion facility access outside of normal business hours and such access must be preapproved by the assigned CPM. While on Gulfstream premises, Buyer and its Authorized Representative(s) will conduct themselves in a professional manner at all times and will be subject to all applicable Gulfstream safety and security procedures, including escort requirements. Upon request, and on an as-available basis, Gulfstream will provide Buyer and its Authorized Representatives with reasonable access to office space and to telephones, fax machines and external data ports at no charge (provided, however, that long distance charges and other third party connection fees will be at Buyer's expense).

1.4 INSPECTION AND DELIVERY

1.4.1 Scheduled Delivery Date. Gulfstream will provide Buyer at least forty-five (45) calendar days prior written notice of the estimated scheduled delivery date (the "Scheduled Delivery Date"), which may be any day within the Scheduled Quarter for Outfitted Delivery.

1.4.2 Tender for Pre-Delivery Inspection. Gulfstream will provide Buyer with an opportunity to conduct a pre-delivery Aircraft inspection and records review at the applicable completion facility to confirm that the Aircraft meets the requirements of this Agreement. Gulfstream will provide Buyer at least five (5) business days prior written notice of the date on which Gulfstream will tender the Aircraft to Buyer for such pre-delivery inspections.

1.4.3 Aircraft Condition at Delivery. At the Delivery Time (as defined in Section 1.4.5 below), and subject to the other provisions of this Agreement, the Aircraft will:

1.4.3.1 conform to the Product Specification, as modified by the Completion Package and any WCRs;

1.4.3.2 be in an airworthy condition consistent with the Aircraft's FAA Type Certificate, with engines and all other systems operational within the parameters outlined in the Product Specification and applicable FAA requirements;

1.4.3.3 have a valid FAA Standard Airworthiness Certificate without any limitations or conditions stated thereon other than those customarily identified in accordance with other aircraft of the same model;

1.4.3.4 have all calendar-based scheduled maintenance tasks under Gulfstream's G150 Computerized Maintenance Program ("CMP") required to be performed prior to the 1C check, which is scheduled one year following the Delivery Time;

1.4.3.5 contain new parts and components (*i.e.*, less than fifty (50) flight hours), excluding Aircraft usage for inspection, acceptance and testing; and

1.4.3.6 include at no charge all: (i) product enhancements and software upgrades released prior to the Delivery Time as standard in new G150 Aircraft, and offered to all other G150 Aircraft at no charge, to the extent selected by Buyer; and (ii) current or active Gulfstream issued Service Bulletins or Airworthiness Directives applicable to the Aircraft, unless otherwise agreed to by the Parties; however, if Gulfstream determines that any such item reasonably cannot be installed prior to the Delivery Time, then Gulfstream will install such item at no charge at a mutually agreeable time and Gulfstream facility.

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- 1.4.4 Aircraft Inspection and Records Review.** Buyer will complete its pre-delivery Aircraft inspection and records review no later than five (5) business days after the Aircraft is tendered by Gulfstream. In support of the inspection, Gulfstream will allow Buyer to make a reasonable physical inspection of the Aircraft and to flight test the Aircraft for up to three (3) hours duration by not more than two (2) of Buyer's Authorized Representatives. In support of the records review, Gulfstream will allow Buyer to review pertinent records from the Aircraft's "build file," "ship file" and flight test files as well as Aircraft logbook entries. Upon the completion of the inspection and records review, and provided that the Aircraft meets the requirements of this Agreement, Gulfstream will deliver the Aircraft to Buyer in Dubuque, Iowa, or at another mutually agreeable location in the continental United States; and Buyer will execute a Memorandum of Delivery. Gulfstream will be responsible for all fuel required for: (i) inspection test flights required to confirm that the Aircraft conforms to the requirements of this Agreement; and (ii) ferrying the Aircraft to the delivery location.
- 1.4.5 Delivery Time.** Upon Buyer's execution of the Memorandum of Delivery and remittance of the balance of the Total Purchase Price and the balance of any taxes, Gulfstream will deliver the Aircraft to Buyer together with an FAA Bill of Sale and/or Warranty Bill of Sale (the "Delivery Time"). At the Delivery Time, (i) title to the Aircraft will pass to Buyer free and clear of any security interest or other lien or encumbrance against the Aircraft, (ii) all risks of loss or damage to the Aircraft thereafter will be borne by Buyer and (iii) Gulfstream will consent to the filing of registration documentation with the Cape Town Convention International Registry.

SECTION 2.0 -- PAYMENT TERMS AND TAXES

2.1 PAYMENT TERMS

- 2.1.1 Payment.** Buyer shall make all payments to Gulfstream exclusively via electronic funds transfer using the wire instructions included on the signature page of this Agreement. All approvals required for the transfer of funds to Gulfstream when due shall be obtained by Buyer in advance, including those concerning governmental currency controls, and Buyer shall have no right to delay payment for any denial, delay or revocation of such approvals.
- 2.1.2 Late Fees.** All payments not received when due will bear interest at the prime rate charged on the date due by JP Morgan Chase Bank, NA, or its successor, (the "Prime Rate") plus two (2) percentage points, provided that such interest rate will not exceed the maximum rate permitted by law.

2.2 TAXES

- 2.2.1** Buyer agrees to pay and to indemnify Gulfstream for any and all sales, use, personal property, excise, value added, or other similar taxes or assessments which may be imposed by any governmental authority upon this sales transaction, the Aircraft itself at or after the Delivery time, or the use thereof by Buyer and all such taxes or assessments which Gulfstream will be obligated to collect or to execute an appropriate sales tax exemption certificate, if applicable.
- 2.2.2** Gulfstream agrees to pay and to indemnify Buyer for any and all sales, use, personal property, excise, value added, or other similar taxes assessed on the sale of materials or equipment to Gulfstream for incorporation into the Aircraft, the Aircraft or any part thereof prior to the Delivery Time, and any taxes imposed by a government on the income to Gulfstream resulting from the sale of the Aircraft.

SECTION 3.0 -- OTHER TERMS & CONDITIONS


3.1 TIME IS OF THE ESSENCE

Time is of the essence in the performance of Buyer's obligations under this Agreement, including without limitation: (i) payment of funds due Gulfstream on the dates specified; (ii) Completion Package selections and final written approval by the date specified; (iii) execution and return of the Acknowledgement of Serial Number form when due; (iv) inspection and acceptance of the Aircraft when tendered by Gulfstream; and (v) timely provision of all reasonably requested acknowledgments, registration documents and other documents or other items related to this Agreement.

3.2 EXCUSABLE DELAYS

Gulfstream will not be responsible for failure or delay in the performance of this Agreement when the failure or delay is due to causes beyond the reasonable control of Gulfstream or without its fault or negligence. Such causes include but are not limited to: acts of God; force majeure; any act or omission of government, including without limitation failure to grant or revocation of export licenses; delay in transportation not caused by or attributable to acts or omissions by Gulfstream; strikes or labor trouble causing cessation, slow-down or interruption of work; or the inability after due and timely diligence of Gulfstream to procure materials, accessories, equipment or parts because of vendor failures, failures in the chain of supply or otherwise. The occurrence of such a cause of Gulfstream's failure or delay will extend the Scheduled Delivery Date by the period of time required for Gulfstream to correct the cause of the failure or delay by using its commercially reasonable efforts to eliminate such cause or to overcome the effect thereof. If a delay is anticipated by Gulfstream to exceed one hundred eighty (180) calendar days, Gulfstream will promptly notify Buyer and Buyer may terminate this Agreement, in writing, within thirty (30) calendar days of receipt of such notice. If Buyer timely provides written notice of termination under this Section, then within thirty (30) calendar days following receipt of such notice, and as Buyer's sole remedy, Gulfstream will return all payments previously made by Buyer to Gulfstream under this Agreement, without interest. Effective upon such payment, no Party shall have any further liability to the other under this Agreement and Gulfstream shall have the right to resell

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the Aircraft free and clear of any and all obligations to Buyer. Neither Party will be deemed in Default as a result of termination under this Section.

3.3 DEFAULT AND TERMINATION

3.3.1 Event Of Default. The following events will constitute an "Event of Default:"

3.3.1.1 Buyer will be deemed to be in Default upon: (i) the failure of Buyer to either make any payments when due or accept title to the Aircraft when tendered by Gulfstream, (ii) Buyer's notice to Gulfstream that Buyer intends not to perform under the Agreement for reasons other than (x) Gulfstream's Default, (y) pursuant to Section 3.2 (Excusable Delay) or (z) pursuant to Section 3.7.2.1 (Damage Prior to Delivery); or (iii) an assignment, attempted assignment or deemed assignment that is prohibited by Section 3.4 of this Agreement.

3.3.1.2 Except for Excusable Delays, Gulfstream will be deemed to be in Default upon failure of Gulfstream to deliver the Aircraft that conforms to the terms of this Agreement to Buyer by the ninetieth (90th) day after the Scheduled Delivery Date or any revised Scheduled Delivery Date regarding which Buyer is provided notice.

3.3.2 **Gulfstream's Remedy Upon Buyer Default.** In the Event of Default by Buyer, Gulfstream may retain or collect, as liquidated damages and not as a penalty, all payments previously made by Buyer under this Agreement up to, but not to exceed, Three Million U.S. Dollars (\$3,000,000 USD). Gulfstream shall return to Buyer the remaining balance of any payments previously made by Buyer to Gulfstream under this Agreement, without interest, and Gulfstream will have the right to resell the Aircraft, free and clear of any and all other obligations to Buyer.

3.3.3 **Buyer's Remedy Upon Gulfstream Default.** In the Event of Default by Gulfstream prior to the Delivery Time, Buyer's sole remedy will be to terminate the Agreement and, upon such termination, Gulfstream will promptly return to Buyer all payments previously made by Buyer to Gulfstream which are applicable to the Total Purchase Price plus interest at the Prime Rate from the time of receipt of funds by Gulfstream to the time of refund to Buyer, and neither party will have any further obligation to the other.

3.4 NON-ASSIGNABILITY AND SPECULATION

The Parties acknowledge that speculation in Gulfstream sales agreements is not in the best interest of Gulfstream or its customers, as it causes unfair delays in aircraft availability for customers and inhibits proper planning of production schedules. Accordingly, this Agreement may not be assigned by Buyer, and any attempted assignments will be void except as specifically permitted below. The following will be deemed assignments, and are prohibited and void: (i) a direct or indirect change of ownership of Buyer, where Buyer's principal asset is, or becomes, this Agreement; and (ii) an Agreement with a third party entered into prior to the Delivery Time for sale of the Aircraft after the Delivery Time. Gulfstream will consent to the assignment of this Agreement by Buyer to a third party that is, and will continue to be following any assignment: (x) an entity that directly or indirectly is controlled by, controls, or is under common control with, Buyer; or (y) an entity that is providing financing to Buyer in connection with the acquisition of the Aircraft; or (z) an intermediary entity that is providing support to Buyer in connection with an I.R.C. Section 1031 like-kind exchange. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their permitted successors and permitted assigns.

3.5 CHANGES

3.5.1 **Gulfstream Changes.** Gulfstream shall have the right, without the prior written consent of Buyer, to make changes in the Aircraft prior to the Delivery Time provided that such changes shall not be inconsistent with the Completion Package or adversely affect the Delivery Time; the performance of the Aircraft or the provisions of Sections 15 (Warranty Information) or 16 (Training, Technical Data and Other Aircraft Support Services) of the Product Specification. The Total Purchase Price will not be adjusted as a result of any such changes.

3.5.2 **Governmental Changes.** Notwithstanding Section 3.5.1, if the FAA or other U.S. governmental authority changes any of its laws, regulations or governmental interpretations thereof between the Effective Date of this Agreement and the Delivery Time that are applicable to the Aircraft, then Gulfstream will, at its expense, make those changes to the Aircraft that are required by this Agreement. Gulfstream will, at Buyer's expense, make those changes to the Aircraft that are required by any other foreign government or governmental authority (including any changes required by the Country of Aircraft Registration). Gulfstream will give notice to Buyer upon obtaining knowledge of any such changes, and the Scheduled Delivery Date will be adjusted accordingly.

3.5.3 **Updated Product Specification.** Prior to the Delivery Time, Gulfstream will provide Buyer with an updated version of the Product Specification incorporating any changes authorized pursuant to this Section that are applicable to the Aircraft's serial number.

3.6 INSURANCE DURING OUTFITTING

At Buyer's written request, Gulfstream will name Buyer and/or Buyer's financial lender as "additional insured" and/or "loss payee" to the extent of payments made to Gulfstream in the event of an insurance claim required due to loss of or damage to the Aircraft prior to the Delivery Time.



3.7 DAMAGE PRIOR TO DELIVERY

- 3.7.1 Damage.** If the Aircraft suffers damage requiring a "major repair" (as described in FAR Part 43 Appendix A, Section (b)) or damage beyond economic repair (as Gulfstream may determine) prior to the Delivery Time, Gulfstream will promptly notify Buyer, provide Buyer with details concerning the event and advise Buyer of Gulfstream's recommended plan for correcting the damage, if any, and an opportunity to review the repair while it is being accomplished. Promptly following correction of the damage, Gulfstream will provide Buyer with written notification that the repair has been accomplished (including notice of whether the Aircraft fully conforms to the Type Certificate, or if not, complete notice of any variances to the Type Certificate).
- 3.7.2 Buyer Remedies.** At any time from the initial notice that the Aircraft was damaged through fifteen (15) calendar days following notice from Gulfstream that the repair has been accomplished, or that the Aircraft is beyond economic repair, Buyer shall be entitled to exercise one of the following remedies:
- 3.7.2.1** Buyer may terminate this Agreement and, as its sole remedy, Gulfstream will promptly return to Buyer all payments previously made by Buyer to Gulfstream which are applicable to the Total Purchase Price plus interest at the Prime Rate from the time of receipt of funds by Gulfstream to the time of refund to Buyer, and neither party will have any further obligation to the other, or
- 3.7.2.1** Buyer may reject delivery of the Aircraft and, as its sole remedy, replace it with the next available aircraft of the same make that is able to be outfitted to the Buyer's specification, provided that the BUYER shall be obligated to pay any increase in sales price for the replacement aircraft indicated by the then current List Price of such aircraft after giving effect for the same Incentive Price Reduction percentage provided on the Aircraft in this Sales Agreement.
- 3.7.3 Appraisal Procedure.** If Buyer does not exercise its option to terminate the Agreement or reject the Aircraft as set out above, then Buyer is obligated to accept the Aircraft notwithstanding such damage history; but, thereafter, if Buyer in its sole judgment believes at the time of its first arms-length resale of the Aircraft that the damage history and subsequent repair which occurred prior to the Delivery Time under this Agreement would diminish the Aircraft's resale value, then Buyer will advise Gulfstream of its claim for diminution in value. If the parties cannot agree on the amount of the diminution in value, then an appraisal will be performed to determine the diminution in Aircraft value, if any, that is proximately caused by such damage history and repair. The appraisal will be conducted by a panel of three (3) experienced aircraft appraisers, with each party selecting, and bearing the expense of, one (1) appraiser and the two (2) appraisers thus appointed selecting the third appraiser, who will act as chairman and whose expense will be borne equally by both Parties. The appraisers' evaluation will include, without limitation, the nature and quality of the repair (e.g., replacement of damaged components with new components versus repair of damaged components), market conditions and a review of the relevant Aircraft logbook entry(ies). If the majority opinion of the appraisers is a finding of diminution in value, then Gulfstream will pay Buyer, as its sole remedy for the diminution claim, the amount determined by the appraisal panel as the diminution in value caused by the damage history and repair occurring prior to the Delivery Time.

3.8 AIRCRAFT WARRANTY AND WARRANTY ADMINISTRATION

3.8.1 Warranty Summary and Disclaimers.

THE WARRANTIES SET FORTH IN SECTION 15 OF THE PRODUCT SPECIFICATION ARE EXPRESSLY INCORPORATED HEREIN BY REFERENCE AND ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES (EXCEPT FOR THE WARRANTY OF TITLE) AND REPRESENTATIONS OF GULFSTREAM OR ISRAEL AEROSPACE INDUSTRIES LTD. (the "Manufacturers"), EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS (INCLUDING FITNESS FOR A PARTICULAR PURPOSE) RELATED TO THE AIRCRAFT OR ANY MODIFICATIONS, REPAIRS, REPLACEMENT PARTS, OR SERVICE CHANGE KITS WHICH MAY HEREAFTER BE FURNISHED BY GULFSTREAM TO BUYER FOR USE ON THE AIRCRAFT. Buyer acknowledges and agrees to the terms, conditions and exclusions (including without limitation, destruction of the Aircraft beyond economic repair) of the Warranty set forth in Section 15 of the Product Specification. Except for the express warranty terms of Section 15 of the Product Specification, Buyer hereby waives and releases for itself and its insurers (through subrogation or otherwise) all rights, claims, and remedies with respect to any and all other warranties, express, implied, or statutory (including, without limitation, the implied warranties of merchantability and fitness - including fitness for a particular purpose), duties, obligations, and liabilities in tort or contract arising by law or otherwise including without limitation: (1) liability for the Manufacturers' own negligence or (2) strict liability or product liability. This disclaimer will not be interpreted to affect in any way the Manufacturers' obligations, if any, for third party claims for property damage, personal injury, or wrongful death.

- 3.8.2 Administration.** The "Warranty Frequently Asked Questions" letter attached hereto as Appendix C addresses certain matters concerning Gulfstream's administration of such warranties.



3.9 INTERNATIONAL DELIVERIES

3.9.1 Export of Aircraft. If Buyer elects to export the Aircraft from the U.S. following Delivery Time, Buyer agrees to provide Gulfstream with all necessary information to complete the export and U.S. Customs documentation required under U.S. law ("Export Documents"). Buyer represents and warrants that any information provided to Gulfstream in connection with the Export Documents will be true, accurate and complete. If Buyer thereafter decides not to export the Aircraft from the U.S. immediately following the Delivery Time, Buyer will immediately advise Gulfstream so that the Export Document(s) can be appropriately amended, and will further either: (i) advise Gulfstream as to the date on which the Aircraft will actually depart the U. S., along with the departure city; or (ii) when the Aircraft actually departs, file the required U.S. Export Declaration document(s) with the applicable U.S. Customs office (with copies provided to Gulfstream).

3.9.2 Export Certificate of Airworthiness. In the event Buyer selects the Export Certificate of Airworthiness option on Appendix A for a mutually agreed upon Country of Aircraft Registration other than the U.S.:

3.9.2.1 Gulfstream shall provide Buyer with an FAA Certificate of Airworthiness and an Export Certificate of Airworthiness (C of A) to export the Aircraft from the U.S. to the designated Country of Aircraft Registration, provided that Buyer shall be responsible for the costs of any physical modifications and related engineering, technical, and export or registration drawings and documentation necessary to show that the Aircraft is in compliance with any requirements of the importing country where the Aircraft is to be registered; and

3.9.2.2 Buyer shall be responsible for all registration costs to obtain registration of the Aircraft in any country other than the U.S.; and

3.9.2.3 Buyer acknowledges that Gulfstream may not be able to issue an Export C of A for the Aircraft until designated representative(s) from the Country of Aircraft Registration's aviation authority inspect and verify that the Aircraft meets the requirements for import into the Country of Aircraft Registration. Hence, the issuance of any Export C of A or registration of the Aircraft in a country other than the U.S. shall not be a condition precedent to Buyer's acceptance of the Aircraft pursuant to Section 1.4.5 of this Agreement or to any other obligation contained in this Agreement.

3.10 OPTION TO MOVE OUT THE SCHEDULED QUARTER FOR OUTFITTED DELIVERY TO 2ND QUARTER 2011

3.10.1 Buyer has the option to move out the Scheduled Quarter for Outfitted Delivery for the Aircraft to 2nd Quarter 2011 provided that Buyer notifies Gulfstream of its election in writing by no later than December 15, 2009. Should Buyer exercise its option in writing to move out the Scheduled Quarter for Outfitted Delivery to 2nd Quarter 2011 by the date specified herein then the following pricing and payment terms will go into effect:

PURCHASE PRICE FOR AIRCRAFT (2ND QUARTER 2011):	\$16,050,000
• PURCHASE PRICE FOR OPTIONAL EQUIPMENT SELECTED IN APPENDIX A-1:	\$TBD
SUB-TOTAL PURCHASE PRICE:	\$16,050,000
CONCESSIONS:	
• INCENTIVE PRICE REDUCTION:	(\$2,660,000)
ADJUSTED TOTAL PURCHASE PRICE:	\$13,390,000
TOTAL PURCHASE PRICE = The Adjusted Purchase Price plus the total amount due for any Work Change Requests ("WCRs").	
PAYMENT TERMS – VIA WIRE TRANSFER TO THE GULFSTREAM ACCOUNT PROVIDED BELOW:	
A. Initial payment due upon execution of this Sales Agreement –ONE MILLION FIVE HUNDRED THOUSAND U.S. DOLLARS payable as follows: (i) Payment of FIVE HUNDRED THOUSAND U.S. DOLLARS via wire transfer, and (ii) immediately after receipt of Payment A. (i) herein by Gulfstream, transfer of \$1,000,000 USD from Buyer's existing G200 Sales Agreement dated August 11, 2008 as amended ("G200 Sales Agreement"), upon which that G200 Sales Agreement shall be immediately extinguished and of no force and effect.	\$1,500,000
B. Second payment due on or before July 15, 2009 – FIVE HUNDRED THOUSAND U.S. DOLLARS	\$500,000
C. Third payment due on or before August 15, 2009 – FIVE HUNDRED THOUSAND U.S. DOLLARS	\$500,000
D. Fourth payment due on or before September 15, 2009 – FIVE HUNDRED THOUSAND U.S. DOLLARS	\$500,000
E. Fifth payment due on or before January 15, 2010 – ONE MILLION U.S. DOLLARS	\$1,000,000
F. Sixth payment due on or before January 15, 2011 – FOUR MILLION U.S. DOLLARS	\$4,000,000
G. Final payment due at Delivery Time – FIVE MILLION THREE HUNDRED NINETY THOUSAND U.S. DOLLARS, plus the outstanding balance of any Work Change Requests (WCRs)	\$5,390,000 + WCR balance
SCHEDULED QUARTER FOR OUTFITTED DELIVERY:	2nd Quarter 2011



- 3.10.2 **Completion Package Requirements for Aircraft in 2nd Quarter 2011:** Should Buyer exercise the option to move to 2nd Quarter 2011, Buyer agrees to designate the Country of Aircraft Registration in writing by May 15, 2010 and complete its Completion Package selections and approvals by June 6, 2010 and, if Buyer fails to do so, then Gulfstream at its election may either (1) adjust the Scheduled Quarter for Outfitted Delivery and/or the Aircraft's Serial Number to account for Buyer's delay, or (2) Outfit the Aircraft in Gulfstream's then-current demonstration aircraft configuration for registration in the United States ("U.S.") without adjustment to the Total Purchase Price.
- 3.10.3 Except as expressly provided for in this Section 3.10, all other terms and conditions of the Agreement shall remain the same.

SECTION 4.0 -- MISCELLANEOUS

- 4.1 **Entire Agreement; Interpretation.** This Agreement, its appendices, the Product Specification and the other documents referred to herein collectively constitute the entire agreement between the Parties concerning the sale and purchase of the Aircraft (the "**Agreement**"), and supersede any prior and contemporaneous understandings, agreements or representations by or among the Parties, written or oral, that relate in any way to the subject matter hereof. No future agreement or understanding varying the provisions of this Agreement will be binding upon either Party hereto unless set forth in a writing that is signed by duly authorized representatives of both Parties. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under law, but if any provision of this Agreement is held to be prohibited by or invalid under law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement. The words "include," "including" and variations thereof are not terms of limitation, but rather will be deemed to be followed by the words "without limitation."
- 4.2 **Notices.** The Parties' respective addresses for notices under this Agreement are provided on the signature page of this Agreement. Notices under this Agreement will be sent by hand delivery, air courier delivery service, facsimile or by electronic mail. Notices will be effective as follows: (i) if delivered by hand or air courier delivery services, at the time of actual delivery, (ii) if delivered by facsimile, at the time when confirmation of successful transmission is received by the sending facsimile machine and (iii) if delivery by electronic mail, at the time of transmission unless a transmission error message is received by the sender.
- 4.3 **Arbitration.**
- 4.3.1 Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("**AAA**") in accordance with the provisions of its Commercial Arbitration Rules, including as appropriate its Procedures for Large, Complex Commercial Disputes or its International Dispute Resolution Procedures, and judgment on the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof.
- 4.3.2 The arbitration proceedings shall be conducted before a panel of one neutral arbitrator if the claim is for less than USD \$2 Million (exclusive of interest) or otherwise before a panel of three neutral arbitrators. All neutrals shall be either attorneys licensed to practice law in the United States actively engaged in the practice of law for at least ten years, or qualified neutrals having at least 10 years of experience with and knowledge of aviation or an aviation related business. The language of the arbitration shall be English.
- 4.3.3 The award shall be in writing, shall be signed by a majority of the arbitrators if more than one arbitrator is on the panel, and shall include a statement setting forth the reasons for the disposition of any claim. Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. The place of arbitration shall be Savannah, Georgia. This contract shall be governed by the laws of the State of Georgia, without reference to rules regarding conflicts of law.
- 4.4 **Patriot Act.** Gulfstream fully complies with the USA PATRIOT ACT requirements that we "Know Our Customers" and actively preclude and identify unlawful money laundering. Buyer hereby acknowledges and agrees to comply with its obligations to provide information to Gulfstream as required to support Gulfstream's obligation, including separately representing to Gulfstream the beneficial ownership of the Buyer and the Aircraft as well as the lawful sources of funding in support of this transaction.
- 4.5 **Confidentiality.** The terms set out in this Agreement are strictly confidential between Gulfstream and Buyer and will not, without the prior written consent of the other Party, be disclosed by either Party, in whole or in part, to any third party except to such party's accountants, lawyers, and bankers, and Gulfstream's suppliers, provided such third parties agree to confidentiality insofar as may be necessary for either party to carry out its obligations or enforce its rights pursuant to this Agreement.

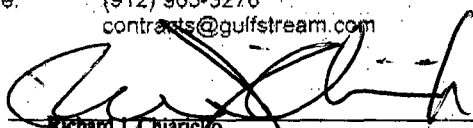
Gulfstream
G150

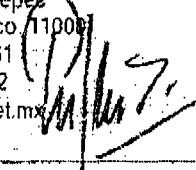
- 4.6 **Exclusion of Consequential Damages.** Notwithstanding anything else in this Agreement or Section 15 of the Product Specification, the Manufacturers shall not be liable for any punitive, special, incidental or consequential damages that arise from or relate in any way to this Agreement, whether arising out of contract, warranty, tort or by statute or otherwise. Such excluded damages include, without limitation, damages for loss of use, loss of time, inconvenience, diminution in value or other commercial loss. **THE EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES AS SET FORTH HEREIN SHALL APPLY NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT OR SECTION 15 OF THE PRODUCT SPECIFICATION AND SHALL APPLY TO ALL WARRANTIES, REMEDIES AND OTHER PROVISIONS OF SECTION 15 OF THE PRODUCT SPECIFICATION AND THIS AGREEMENT.** This disclaimer will not be interpreted to affect in any way the Manufacturers' obligations, if any, for third party claims for property damage, personal injury, or wrongful death.
- 4.7 **Effective Date; Counterparts:** This Agreement will not become binding and effective between the Parties until Gulfstream has countersigned the Agreement in the State of Georgia and returned an executed copy of the Agreement to Buyer (the "Effective Date"). This Agreement and any amendment or supplement hereto may be executed in one or more counterparts. Each such counterpart will be deemed an original, and all such counterparts together will constitute one and the same document. Signatures exchanged via facsimile, electronic mail or other electronic means will be valid and binding.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives on the date written below.

SELLER: GULFSTREAM AEROSPACE LP
 Point of Contact: Contract Specialist
 Address: 500 Gulfstream Road, M/S B-16
 Savannah, GA 31407
 Telephone: (912) 965-3416
 Facsimile: (912) 965-3278
 Email: contracts@gulfstream.com

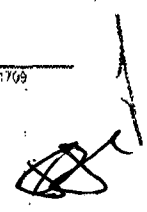
BUYER: GRUPO FERTINAL, S.A. DE C.V.
 Point of Contact: Francisco J. Flores
 Address: Montes Urales 455 4th floor
 Lomas de Chapultepec
 México City, Mexico 11000
 Telephone: +52-55-1721-2461
 Facsimile: +52-55-5202-9092
 Email: fflores61@prodigy.net.mx

By: 
 Name: Richard J. Chiaricello
 Title: Senior Manager
 Date: JUNE 30, 2009

By: 
 Name: FABIO COVARRUBIAS PIZARRO
 Title: CHIEF EXECUTIVE OFFICER
 Date: JUNE 26, 2009

Wire Transfer Payments to: Gulfstream Aerospace LP, Account No. 10-89689
 JP Morgan Chase Bank, NA, 1 Bank One Plaza, Chicago, IL 60670
 Fedwire Routing No. (ABA) 021 000 021; S.W.I.F.T. CHASUS33; ACH Credit Routing No. (ABA) 071 000 013

- Appendices:**
- A - Optional Equipment List for 2010
 - A-1-Optional Equipment List for 2011
 - B - CD-ROM (incorporated herein by reference) - G150 Product Specification (current release) and Honeywell Engine, Nacelle and Thrust Reverser Warranty.
 - C - G150 "Warranty Frequently Asked Questions" Letter



**APPENDIX A
GULFSTREAM G150. OPTIONAL EQUIPMENT**

CUSTOMER NAME Grupo Fertinel, S.A. de C.V.
 COMPLETION SPECIFICATION # _____
 ENTRY INTO SERVICE YEAR 2010

Qty	Interior	Unit Price (\$000)	Weight lbs./unit
	FLOORPLANS		
	<input type="radio"/> Executive 6 PAX	NO CHARGE	TBD
	<input checked="" type="radio"/> Universal 7 PAX	NO CHARGE	TBD
	<input type="radio"/> Hallmark 8 PAX	NO CHARGE	TBD
	<input type="checkbox"/> Seat Storage Drawer	NO CHARGE	12
	<input type="checkbox"/> Microwave Oven	\$19	35
	<input type="checkbox"/> Belted Lavatory Seat	\$15	5
	<input type="checkbox"/> Wood Veneer Handrails	\$8	7
	AVIONICS		
	<input type="checkbox"/> Honeywell Laserref V IRS	\$202	20
	<input type="checkbox"/> EVS (Enhanced Vision System) -Available beginning 3Q-09 EIS or as Retrofit beginning in 3Q-09	\$351	TBD
	<input type="checkbox"/> No.2 Collins ADF (Exchange NAV-4500 for NAV-4000)	\$37	-
	<input type="checkbox"/> No.2 Collins HF	\$98	45
	<input type="checkbox"/> L-3 Communications Stormscope	\$40	18
	<input type="checkbox"/> Collins Electronic Chart Cockpit (Single IFIS) -Includes Electronic Jepp Charts and Map Overlays	NO CHARGE	15
	<input type="checkbox"/> Collins Electronic Chart Cockpit (Dual IFIS) -Includes Electronic Jepp Charts and Map Overlays	\$78	30
	<input type="checkbox"/> Collins Graphical Weather (Single IFIS)	\$14	-
	<input type="checkbox"/> Collins Graphical Weather (Dual IFIS)	\$21	-
	<input type="checkbox"/> XM Cockpit Weather Graphics (Single IFIS)	\$32	10
	<input type="checkbox"/> XM Cockpit Weather Graphics (Dual IFIS)	\$39	10
	<input type="checkbox"/> Collins FMS 3D Map	\$39	-
	<input type="checkbox"/> Collins Electronic Checklist	\$17	-
	<input type="checkbox"/> Honeywell FDR	\$76	20
	<input type="checkbox"/> ICG NextMail	\$37	TBD
	<input type="checkbox"/> Moving Map System (Rosen View LX)	\$76	TBD
	<input type="checkbox"/> Collins/Universal Data Link with Satcom Link (Requires Iridium Phone System)	\$106	12
	<input type="checkbox"/> Iridium Phone System (ICG ICS-200)	\$66	TBD
	Entertainment		
	<input type="checkbox"/> Side Ledge Plug-in 10.4" Monitor - Per Quantity Selected	\$18	6
	<input type="checkbox"/> Side Ledge Plug-in 7" Monitor - Per Quantity Selected	\$15	5
	<input type="checkbox"/> XM Radio - Two (2) Tuners	\$27	10
	Miscellaneous		
	<input type="checkbox"/> Two-tone Exterior Paint	\$19	26
	<input type="checkbox"/> Long Range Oxygen Bottle	\$15	10
	<input type="checkbox"/> Life Raft - 2 Each (Required if Part 135 or EU OPS is selected)	\$37	TBD
	<input type="checkbox"/> Interior Protection Package	\$21	TBD
	<input type="checkbox"/> Part 135 Certification	\$30	10
	<input type="checkbox"/> Export C of A - Country: _____	\$72	TBD
	<input type="checkbox"/> EASA Validation	\$76	TBD
	<input type="checkbox"/> EU OPS 1 Compliance -Includes No. 2 Collins ADF and Honeywell FDR	\$150	20

TOTAL PRICE & WEIGHT OF SELECTED OPTIONS \$ _____ lbs.

**APPENDIX A - I
GULFSTREAM G150 OPTIONAL EQUIPMENT**

CUSTOMER NAME Grupo Fertinel, S.A. de C.V.
COMPLETION SPECIFICATION # _____
ENTRY INTO SERVICE YEAR 2011

QTY.	Interior	Unit Price (\$000)	Weight lbs./unit
	FLOORPLANS		
	<input type="radio"/> Executive 6 PAX	NO CHARGE	TBD
	<input checked="" type="radio"/> Universal 7 PAX	NO CHARGE	TBD
	<input type="radio"/> Hallmark 8 PAX	NO CHARGE	TBD
	<input type="checkbox"/> Seat Storage Drawer	NO CHARGE	12
	<input type="checkbox"/> Microwave Oven	\$20	35
	<input type="checkbox"/> Belted Lavatory Seat	\$15	5
	<input type="checkbox"/> Wood Veneer Handrails	\$8	7
	AVIONICS		
	<input type="checkbox"/> Honeywell Laserf V IRS	\$209	20
	<input type="checkbox"/> EVS (Enhanced Vision System) -Available beginning 3Q-09 EIS or as Retrofit beginning in 3Q-09	\$382	TBD
	<input type="checkbox"/> No. 2 Collins ADF (Exchange NAV-4500 for NAV-4000)	\$39	-
	<input type="checkbox"/> No. 2 Collins HF	\$101	45
	<input type="checkbox"/> L-3 Communications Stormscope	\$42	18
	<input type="checkbox"/> Collins Electronic Chart Cockpit (Single IFIS) -Includes Electronic Jepp Charts and Map Overlays	NO CHARGE	16
	<input type="checkbox"/> Collins Electronic Chart Cockpit (Dual IFIS) -Includes Electronic Jepp Charts and Map Overlays	\$81	30
	<input type="checkbox"/> Collins Graphical Weather (Single IFIS)	\$15	-
	<input type="checkbox"/> Collins Graphical Weather (Dual IFIS)	\$22	-
	<input type="checkbox"/> XM Cockpit Weather Graphics (EXCM-155)	\$33	10
	<input type="checkbox"/> Collins FMS 3D Map	\$41	-
	<input type="checkbox"/> Collins Electronic Checklist	\$18	-
	<input type="checkbox"/> Honeywell FDR	\$79	20
	<input type="checkbox"/> ICG NxtMail	\$39	TBD
	<input type="checkbox"/> Moving Map System (Rosen View LX)	\$79	TBD
	<input type="checkbox"/> Collins/Universal Data Link with Satcom Link (Requires Iridium Phone System)	\$110	12
	<input type="checkbox"/> Iridium Phone System (ICG ICS-200)	\$58	TBD
	Entertainment		
	<input type="checkbox"/> Side Ledge Plug-in 10.4" Monitor - Per Quantity Selected	\$19	6
	<input type="checkbox"/> Side Ledge Plug-in 7" Monitor - Per Quantity Selected	\$15	5
	<input type="checkbox"/> XM Radio - Two (2) Tuners	\$28	10
	Miscellaneous		
	<input type="checkbox"/> Two-tone Exterior Paint	\$19	25
	<input type="checkbox"/> Long Range Oxygen Bottle	\$15	10
	<input type="checkbox"/> Life Raft - 2 Each (Required if Part 135 or EU OPS is selected)	\$39	TBD
	<input type="checkbox"/> Interior Protection Package	\$22	TBD
	<input type="checkbox"/> Part 135 Certification	\$30	10
	<input type="checkbox"/> Export C of A - Country: _____	\$72	TBD
	<input type="checkbox"/> EASA Validation	\$76	TBD
	<input type="checkbox"/> EU OPS 1 Compliance -Includes No. 2 Collins ADF and Honeywell FDR	\$155	20

TOTAL PRICE & WEIGHT OF SELECTED OPTIONS

\$ - - lbs.