

AIRCRAFT LEASE AGREEMENT

THIS AGREEMENT is made and entered into by and between AC AVIATION Company Limited, hereinafter called the "LESSEE", and the Aircraft Owner, Aurogold Assests Limited, hereinafter called the "LESSOR".

NOW, THEREFORE, the LESSEE and the LESSOR, for the consideration hereinafter set forth, agree as follows:

ARTICLE 1:

The LESSOR agrees to lease to the LESSEE for its exclusive use for Commercial Charters and Private, Corporate flights, during the term of this lease agreement;

Aircraft Model:	<u>HS-125/Hawker 850XP</u>
Serial Number:	<u>258830</u>
Registration:	<u>HS-PEK</u>
YOM:	<u>2007</u>

which is described in Attachment "A" to this lease agreement for a period of 1 yr., starting from 12/05/2013 to 11/05/2014, which it is warranted by the "Lessor" to be airworthy according to Thai DCA (Department of Civil Aviation), and will provide to the "Lessee" an Export Certificate of Airworthiness for the requirement to properly register the aircraft in the Kingdom of Thailand.

ARTICLE 2: The airplane provided by the LESSOR shall have, at the time of delivery:

- a. The equipment listed in Attachment "A" to this lease agreement.
- b. A certificate from the appropriate agency indicating that the airplane is airworthy.
- c. Prior to acceptance, the LESSEE shall inspect, test and flight-check the airplane through its authorized agent at its own cost. If such test or inspection reveals that the airplane is not equipped and/or the condition is not as stipulated, LESSEE may decline acceptance, in which case this agreement shall become null and void.

ARTICLE 3: AIRCRAFT MAINTENANCE

The LESSEE agrees to pay to perform, or have performed, all routine aircraft maintenance, 200-hour, progressive, and annual inspections which may become due during the term of this lease agreement and to provide all oil changes, oil, fuel, and maintenance recommended by the manufacturer or directed by the Thai DCA during the duration of this lease agreement. The LESSOR shall provide spare parts, major overhaul of engines, and airframe and shall be responsible for compliance with any additional directives of the Thai DCA or service bulletins, which might be promulgated during the period of this lease agreement.

Article 4: The lessee will provide Hull Liability insurance, including third party and passenger liability, while the Lessee will also provide the required insurances as the operator of the Aircraft. Both party(s) insurance must meet the minimum requirements set forth by the Thailand Department of Civil Aviation.

ARTICLE 5: The LESSEE and The LESSOR agree that the airplane under this agreement will be based primarily at Donmuang International Airport. The Lessee, will take prudent care and take responsibility of the aircraft whilst in their control at the indicated hanger (Hanger 4426, Don Muang Airport). Any damage to the aircraft, third party, or AC Aviation personnel, while the aircraft is stored and cared for at the indicated hanger will be the responsibility of the Lessee. The lessee will provide a "Covered Roof Area" in the hanger for the aircraft at all times.

Article 6: The Lessee agrees to pay the Lessor a lease rate of 250,000 Thai Baht per month for the compensation for the use of the aircraft stipulated in Article 1.

Article 7:

c. Both Parties can cancel this agreement at any time by giving each other 30 days' notice in writing.


d. This agreement can be altered or revised with the consent of both parties. Any revisions shall be submitted in writing, signed by both parties, and attached to the original lease agreement.

Article 8: Lessor has the right to review and refuse a request for charter if the Lessor feels the inquiring individual(s) are a possible threat, or danger to the Aircraft. Lessee should take prudent care, to the best of its ability, to ensure that all potential passengers are properly screened for security purposes.

ARTICLE 9: This lease agreement consists of the following:

- a. Lease Agreement (pages 1 through 3).
- b. Attachment "A" Airplane(s) Description (pages 3 through 6).

IN WITNESS WHEREOF, the parties hereunto set their hands on the date set forth below.

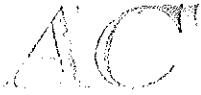
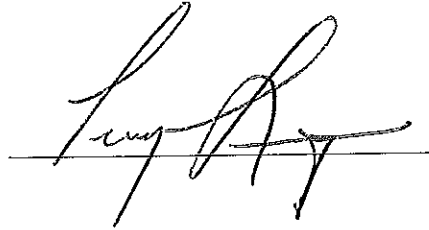
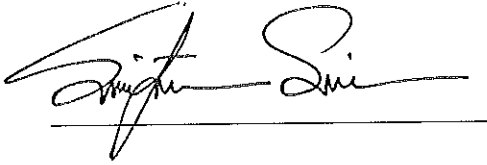


AIRCRAFT LEASE AGREEMENT

May 15, 2013

For LESSEE:

For LESSOR:



AC AVIATION CO., LTD.

Suwitphon Srisamarn

Director

AC Aviation Company Limited

222 Hangar 4426 Viphavadi Rangist Rd.

Sanabin, Don Muang

Bangkok, Thailand

Terry Levesque

Director

Aurogold Assests Limited

P.O.Box 2333 Road Town

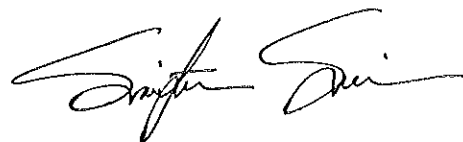
Tortola, British Virgin Island

15/05/2013

(Date Signed)

15/05/2013

(Date Signed)



ATTACHMENT "A"

To

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YEAR: 2007
 AIRFRAME: 2103 HOURS 956 CYCLES
 ENGINES: Garrett 731-5BR-1H
 LE: 2103 TSN SN P-129315 w/MSP
 RE: 2103 TSN SN P-129307 w/ MSP
 APU: 893 TSN SN P-956 w/MSP

AVIONICS: Collins 4 Tube Pro Line 21 EFIS
FLIGHT DIRECTOR: Collins 4 Tube Pro Line 21 Flight Director
AUTO PILOT: Collins FGC 3000 Autopilot
COMMS: Dual Collins VHF-4000 with 8.33 spacing
NAVS: Dual Collins VIR-4000 w/EM Immunity
ADF: Collins ADF-462
DME: Dual Collins DME-4000
TDR: Dual Collins TDR-94 w/enhanced surveillance
RADAR: Collins Primus RTA-858 Color Weather Radar Turbulence Detection
FMS: Dual Collins FMS 6000 FMS vs 4.0 software
GPS: Dual Collins GPS-4000S WAAS Enabled
TCAS: Collins TCAS-4000 TCAS II with Change 7
EGPWS: Honeywell Mark V EGPWS w/Wind shear w/A&B TAWS
ALT: Collins ALT-4000
HF: Dual Collins HF-9000 with CSD-714 SELCAL
Rad Alt : Collins ALT-4000 Radar Altimeter
PHONE: Aircell AXESS Iridium Satcom w/ Cockpit & 2 Cabin Headsets
CVR: Universal CVR-120 CVR
ELT: Artex C406N with Nav interface

FEATURES: Aircell AGT-4000 Wireless Broadband System - WAAS/LPV compliant - XM Weather - One Owner Since New - No Damage - Raytheon Aircraft Winglets - Honeywell MSP for Engines and APU - Thrust Reversers - Collins Integrated Flight Information System "IFIS" with Dual File Servers (paperless cockpit) - Dual Collins AHC-3000 Attitude Heading Reference System - Dual Collins CDU-6200 control display units for FMS and Radio Control - Collins Automatic Flight Control System with dual FGC-3000 Flight Guidance Computers - Dual TDR 94 with Flight ID & Diversity with Dual Antennas - Dual Collins ADC 3000's Air Data Computers RVSM capable - B-RNAV/RNAV 5 & P-RNAV & RNP AIRSPACE & NAT/MNPS & RNAV1/RNP 1 & CAT II (DH 100' and 1200 RVR) - Dual Collins Audio Systems-dB Systems digital Control Audio Panels - Collins RTA-858 Turbulence Detection Weather Radar with Dual Controllers - Collins ALT-4000 measures up to 2500' & displays on PFD - CVR 120 with Two Hours Recording Capability - Meggitt Mark II Secondary Flight Display System with Independent Air Data Unit - Collins CST-23C Standby Radio Tuner w/cockpit speaker inhibit switch & AOA system - Honeywell AFIS w/satellite Interface - Long Range Oxygen with two 750 liter bottles - LoPresti High Intensity Discharge HID Landing and Taxi Lights - Rosen Cockpit Sun Visors.




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May 15, 2013

INTERIOR: Fire blocked 9 passenger executive interior with a forward baggage compartment followed by a four place club arrangement with an aft three place divan opposite a forward facing single seat with Private enclosed aft lavatory compartment belted for ninth Passenger. The seats are upholstered with Spinneybeck's Mandarin Duck leather (medium tan) with complimenting lower side panels and Satin Tan carpeting. Cabinetry is appointed in Karelian Maple and Brushed Nickel Plating. Cabin Amenities include Dual panel Cockpit Doors, Stowage Drawers under four seats. Five 110V ac outlets located conveniently throughout cockpit & cabin & Lav. The forward galley is equipped with a coffee maker and microwave oven. Entertainment amenities include an Airshow 4000 Video Display system and Cabin Briefer, Audio/Video DVD/CD player with Two 15" Bulkhead mounted LCD displays. Aft Cabin Storage Cabinet. Observers Jump Seat w/audio & Oxygen.

EXTERIOR: Overall Matterhorn White w/ 2 gold, 1 Red & 1 Black laser stripes from nose to tail - Pulselite 2401S system interfaced TCAS 4000 - Tail Logo Lights



