

Letter Agreement Regarding AviaGlobal Group LLC Sales Support



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Peregrine Avionics, LLC, a Colorado Limited Liability Company (“Peregrine”), would like to retain the services of AviaGlobal Group, LLC, an Arizona Limited Liability Company (“Avia”), to obtain contracts with customers for provision of Peregrine’s aircraft avionics engineering and certification services. This letter agreement sets forth the arrangements between the two companies:

1. Avia will prospect for new business for Peregrine. When a likely project is located, Avia will identify all relevant customer requirements and statement of work, including desired schedule and any cost constraints that may apply. Avia will then communicate the requirements and statement of work to Peregrine which will prepare a proposal and transmit it to the customer, cc to Avia. Avia will then follow up with the customer to obtain signing of the contract. Peregrine will then commence work on the project and keep Avia advised of progress including completion of milestones. Avia will remain in contact with the customer during the life of the project to insure appropriate communication and positive customer satisfaction.
2. Avia will use Peregrine’s Zoho CRM system to log the prospective business it develops and will update the information to keep it current. Peregrine will use this information for financial and resource planning.
3. Avia will seek customers in Peregrine’s core business segment which consists of avionics OEM’s, dealers and repair stations.
4. Peregrine will compensate Avia 5% of revenue received on new business that Avia brings in. Payment to Avia will be made when cash from such business is actually received by Peregrine. For instance, when customers make milestone payments to Peregrine on a contract Avia procured, Peregrine shall then promptly pay to Avia 5% of the cash so received.
5. This agreement does not apply to customers who are non-core to Peregrine, such as airframe OEM’s (e.g., Dassault) and fleet or charter operators (such as Jet Aviation). Peregrine has a separate agreement with a Wes Lumry to develop business in such non-core segments. If, however, Avia comes across potential customers in non-core segments, it will bring those to Peregrine’s attention and any potential compensation will be negotiated on a case-by-case basis.
6. Peregrine will reimburse Avia for travel and other reasonable expenses that are pre-approved by Peregrine.
7. Specifically excluded from this agreement are the following customers and projects:
  - a. BendixKing
  - b. Mid-Continent
  - c. Proposals issued or in work as of the date of this agreement
  - d. Gulfstream G-150 Actuator Heater
  - e. Gulfstream G-IV and G-V G5000
  - f. Gulfstream G-III G5000
  - g. Becker installations for Haggan Aviation
  - h. Fly Ahead Turn Back

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8. For a period of two (2) years after the term of this agreement, the Peregrine agrees to continue to pay Avia compensation as described in paragraph 4., herein, based on revenue received on referenced, described new Peregrine business from customers that Avia, during the term of this agreement, had referred to Peregrine and devoted efforts to achieve a sale by Avia of the Peregrine services, including, but not limited to, written communication, in electronic or other form, an in-person meeting or telephone conference with Peregrine for purposes of discussing the customer's referenced potential needs for the Peregrine services; provided, however, the Peregrine must actually obtain a binding contract from the customer, for referenced services, within six (6) months after the termination of this agreement. Compensation shall be earned and payable pursuant to the terms of paragraph 4., herein.

Avia and Peregrine agree this contract shall remain in force for 12 months from the date below, at which time they shall review the arrangements and determine the best path forward. However, Avia or Peregrine may terminate this Agreement by giving the other party at least ninety (90) days prior written notice.

Best regards,

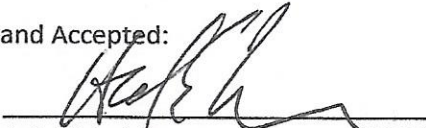


Dave Rankin

13 FEB 2020

date

Agreed and Accepted:



AviaGlobal Group

Hal Adams, A Managing Member

13 FEB 2020

date