

# PROADVANTAGE PROGRAMS



Textron Aviation Proprietary and Confidential

## TEXTRON AVIATION

### TEXTRON AVIATION INC.

Textron Aviation Parts Distribution  
 Textron Aviation Inc.  
 7121 Southwest Boulevard  
 Wichita, Kansas 67215  
 U.S.A.

### PROGRAMS

ProParts      PowerAdvantage+  
 ProTech      PowerAdvantage  
                  AuxAdvantage

AGREEMENT NO. XLS+-6325A

### AIRCRAFT INFORMATION

#### SERIAL NUMBERS

AIRCRAFT      560-6325      REGISTRATION NO. OK-KGR  
 ENGINE (LEFT & RIGHT)      DF0667 & DF0666  
 APU      P-1131

#### ESTIMATED ANNUAL HOURS

FLIGHT HOURS      400  
 ENGINE HOURS      400  
 APU HOURS      75

### CUSTOMER INFORMATION

#### OWNER ADDRESS

Raiffeisen-Leasing S.R.O.  
 Hvezdova 1716/2b  
 Prague 4, 140 00  
 Czech Republic

#### OPERATOR ADDRESS

ABS Jets A.S.  
 K LETISTI 549 - HANGAR C  
 PRAHA 6 161 00  
 Czech Republic

#### PRIMARY CONTACT TITLE

Mr. Jan Brezina  
 +420 602 225 503

#### PRIMARY CONTACT TITLE

Stanislav KUCERA  
 CAMO Manager  
 +420 602 319 622

#### PHONE FAX E-MAIL

jan.brezina@rl.cz

#### PHONE FAX E-MAIL

stanislav.kucera@absjets.com

### PROGRAM INFORMATION

	Y/N	START DATE	PROGRAM TERM	MINIMUM ANNUAL HOURS	ENROLLMENT FEE	HOURLY RATE*
FP	YES	01 Feb 24	whichever is first: 41 months or 2050 hours	400	N/A	Until 24 June '24: \$189** Thereafter: \$302**
PA+	YES	01 Feb 24	whichever is first: 41 months or 2050 hours	200	N/A	<2000 HRS: \$302* >2000 HRS: 332*
AA	YES	01 Feb 24	whichever is first: 41 months or 2050 hours	75	N/A	<2000 APU HRS: \$89 >2000 APU HRS: \$117

\*FOR ENGINE PROGRAMS, HOURLY RATES ARE PER ENGINE AND ARE BASED ON TOTAL TIME SINCE NEW.

EXCESS CYCLE USAGE	HOURS PER CYCLE FACTOR	LANDING RATE PER EXCESS CYCLE	CYCLE RATE PER EXCESS CYCLE (PER ENGINE)
	1.0	\$57	\$62

# PROADVANTAGE PROGRAMS



## PROADVANTAGE TEXTRON AVIATION

This ProAdvantage Agreement, which includes Attachment A (Enrollment Hours) and Attachment B (Account Information), and Attachment C (Textron Aviation ProAdvantage Programs Terms & Conditions Supplement) (collectively, the "Agreement"), is entered into by and between Textron Aviation and Customer.

### NO ADDITIONAL WARRANTIES

EXCEPT FOR THE WARRANTY OF GOOD TITLE AND THE EXPRESS TERMS OF TEXTRON AVIATION'S WRITTEN LIMITED AIRCRAFT WARRANTY, WHICH ARE SET FORTH IN THE AIRCRAFT SPECIFICATION, TEXTRON AVIATION MAKES NO (AND HEREIN SPECIFICALLY EXCLUDES ANY) REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR OTHERWISE, WHICH EXTEND BEYOND THE FACE HEREOF OR THEREOF. TEXTRON AVIATION SPECIFICALLY EXCLUDES AND DISCLAIMS ANY AND ALL REPRESENTATIONS AND/OR WARRANTIES NOT INCLUDED WITHIN THE FOUR CORNERS OF THIS AGREEMENT AND TEXTRON AVIATION'S WRITTEN LIMITED AIRCRAFT WARRANTY. TEXTRON AVIATION'S WRITTEN LIMITED AIRCRAFT WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, OBLIGATION OR LIABILITY WHATSOEVER BY REASON OF THE MANUFACTURE, SALE, OR LEASE OF THE AIRCRAFT AND NO PERSON OR ENTITY IS AUTHORIZED TO MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES OR TO ASSUME ANY OBLIGATIONS ON BEHALF OF TEXTRON AVIATION REGARDING THE AIRCRAFT WARRANTY. THE REMEDIES OF REPAIR OR REPLACEMENT ARE THE ONLY REMEDIES AVAILABLE UNDER TEXTRON AVIATION'S WRITTEN LIMITED AIRCRAFT WARRANTY. IN NO EVENT SHALL TEXTRON AVIATION BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF CONTRACT, WARRANTY OR TORT (INCLUDING, WITHOUT LIMITATION, ACTIVE OR PASSIVE NEGLIGENCE, IMPUTED LIABILITY, OR STRICT LIABILITY) OR BY STATUTE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR GOODWILL, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOSS OF VALUE, OR COMMERCIAL LOSS. THE ENGINES AND ENGINE ACCESSORIES ARE SEPARATELY WARRANTED BY THEIR MANUFACTURER AND ARE EXPRESSLY EXCLUDED FROM TEXTRON AVIATION'S WRITTEN LIMITED AIRCRAFT WARRANTY. THE LAWS OF SOME STATES DO NOT PERMIT CERTAIN LIMITATIONS ON WARRANTIES OR REMEDIES. IN THE EVENT SUCH A LAW APPLIES, THE FOREGOING EXCLUSIONS AND LIMITATIONS ARE AMENDED INsofar AND ONLY INsofar AS REQUIRED BY SAID LAW.

### CUSTOMER OFFER

Customer acknowledges reading and understanding, and prior to making this offer to Textron Aviation, hereby agrees to, the terms and conditions of this Agreement, expressly including without limitation Attachment A (Enrollment Hours), Attachment B (Account Information), Attachment C (Textron Aviation ProAdvantage Programs Terms & Conditions Supplement), and the Termination by Customer and Customer Payment Obligation paragraphs of Section E1.0. Customer hereby offers to enroll in the above-indicated ProAdvantage Programs pursuant to the terms and conditions of this Agreement. Each signatory of Owner and Operator (collectively "Customer") has the authority to bind and hereby binds the respective party for which it is the signatory.

SIGNATURE OF CUSTOMER (OWNER)

SIGNATORY'S NAME AND TITLE

Josef Luhngrayer, MS, LLM, MBA

Benes Jednatel

DATE

20-03-2024

SIGNATURE OF CUSTOMER (OPERATOR)

SIGNATORY'S NAME AND TITLE

Jan KRALIK

CEO, Member of the Board of Directors

DATE

12. 2024

### TEXTRON AVIATION AIRCRAFT COMPANY ACCEPTANCE

This Agreement is a binding contract upon its final acceptance and execution by Textron Aviation in Wichita, Kansas, U.S.A.

Preston Brunswag; Business Leader, ProAdvantage

Acceptance Date

3/29/2024

# PROADVANTAGE PROGRAMS



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## ENROLLMENT HOURS

Total Airframe Hours at Contract Start Date: 888:53 ; and Landings: 598

Total Left Engine Hours at Contract Start Date: 888:53 ; and Cycles: 598

Total Right Engine Hours at Contract Start Date: 555:45 ; and Cycles: 383


Total APU Hours at Contract Start Date: 604


### Notes:

Textron Aviation understands ABIENNALE s.r.o., (Address: Mladoboleslavská 1081, Kbely, 197 00 Praha 9, Czech Republic) is lessor of aircraft 560-6325 during term of this agreement.

\*\* ProParts hourly rate has been reduced by 3% due to the annual minimum flight hour being increased from 250 hours to 400 hours.

\*\*\* Owner and operator accept 100% positive or negative ProParts balance at date of termination from previous ProAdvantage Agreement No. 560-6325 to be credited to the Programs account of this ProAdvantage agreement No. 560-6325A.

  
 SIGNATURE OF CUSTOMER (OWNER)  
 Přemysl Beneš  
 Jednatel

  
 SIGNATURE OF CUSTOMER (OPERATOR)  
 Jan KRALIK  
 CEO, Member of the Board of Directors

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**ABS JETS**  
 ABS Jets, a. s.  
 K Letišti 849 - Hnězdín  
 161 00 Praha 6 - Ruzyně  
 Česká republika, DIČ: C227183628

**PROADVANTAGE** PROGRAMS

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**PROFORMA INVOICE****Credit Account Deposit Calculations**

Americas – 1/12 of annual minimum hours

Non-Americas – 2/12 of annual minimum hours

**ProParts:** \_\_\_\_\_ (1/12 of annual minimum hours) x \_\_\_\_\_ (rate) = \_\_\_\_\_

**PowerAdvantage(+):** \_\_\_\_\_ (1/12 of annual minimum hours) x \_\_\_\_\_ (rate) = \_\_\_\_\_

**AuxAdvantage:** \_\_\_\_\_ (1/12 of annual minimum hours) x \_\_\_\_\_ (rate) = \_\_\_\_\_

**ProTech:** \_\_\_\_\_ (1/12 of annual minimum hours) x \_\_\_\_\_ (rate) = \_\_\_\_\_

**Account Deposit Total Due:** \_\_\_\_\_

**Enrollment Fee Total Due: (If Applicable)** \_\_\_\_\_ + tax

**Total Due:** \_\_\_\_\_ + tax

Please note that the ProAdvantage coverage will not be active until deposit or enrollment fee is paid in full. For account deposits (not Enrollment Fees), Customer may request a return of the total deposit after 12 months of on-time credit history.

**ACCEPTABLE METHODS OF PAYMENT FOR ACCOUNT DEPOSITS AND ENROLLMENT FEE PAYMENT****WIRE TRANSFERS**

Each payment whether a deposit or enrollment fee must be made in US dollars by a single wire transfer.

Wire transfers shall include: (a) the name of the customer as set out in the agreement as originator, (b) payment application information; i.e., information regarding the agreement to which the funds are to be applied, and (c) the aircraft serial number.

The "by order of" ("b/o") customer must be the same as the name on the agreement. If originator or b/o customer is different, remitter must submit a tie in letter before funds can be accepted and credited.

In addition, the transfer shall: (x) specify that all bank charges are for the account of the opener, (y) instruct the issuing bank to transfer the total value to the beneficiary and, (z) be sent to:

**Texttron Aviation:** JP Morgan Chase Bank 1 Chase Manhattan Plaza New York, NY 10081

**Texttron Aviation Corporate Account No.** 910-1-209543 **ABA Routing No.** 0210 00021

**Swift Code** CHASUS33

# PROADVANTAGE PROGRAMS



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## ACCOUNT INFORMATION

Within five (5) calendar days of a request by Textron Aviation, Customer shall provide the following account information to Textron Aviation (with updates provided to Textron Aviation by Customer within five (5) calendar days after Customer has new information):

Name: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Title: \_\_\_\_\_

E-mail: \_\_\_\_\_

Web Site: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Postal Code: \_\_\_\_\_

Province: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

for each of the following individuals and entities:

- Owner
- Operator
- Parent Company of Owner and/or Operator
- Financing Institution
- Aircraft Insurer
- Accounts Payable Department / Provider
- Prospective New Owner
- Prospective New Operator
- Prospective Assignee
- Lessor
- Lessee
- Maintenance Department / Provider

Within five (5) calendar days of a request by Textron Aviation, Customer shall provide the following account information to Textron Aviation (with updates provided to Textron Aviation by Customer within five (5) calendar days after Customer has new information):

- The names of all other programs covering parts, labor, or services for the Aircraft, Engines, APU, Parts, or systems.
- The names and locations of all providers of such programs.
- The nature and extent of the program coverage.

*Customer consents to receiving information from TAPD, including promotional materials, by mail, e-mail, phone, and fax.*

**PROADVANTAGE** PROGRAMS



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## **TERMS & CONDITIONS SUPPLEMENT**

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Calculation of Excess Cycle Usage. **All**  
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**D1.0** **TITLE AND SHIPMENT**

Title. **All**  
Risk of Loss. **All**  
Textron Aviation Ownership of Parts. **All**  
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All Rights Reserved. **All**

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**A1.0 INTRODUCTION**

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Except as otherwise stated in this Agreement, this Section A1.0 is applicable to ProParts, PowerAdvantage+, PowerAdvantage, AuxAdvantage, and ProTech:

**Condition of Aircraft, Engines, and APU.** Customer is solely responsible for knowing the condition of the Aircraft, Engines, APU, and any Part or system thereof prior to, at the time of, and after Customer's offer to enroll in a Program. By accepting Customer's offer to enroll in a Program, Textron Aviation is not obligated to provide any Program coverage in conflict with the terms and conditions of this Agreement regardless of whether Textron Aviation recommends, facilitates, requires, authorizes, or conducts any inspection of the Aircraft, Engines, APU, or any Part or system thereof at any time for any reason. Customer acknowledges and agrees the existing condition (whether apparent or hidden) of the Aircraft, Engines, APU, and any Part or system thereof, and any labor arising from or relating to such existing condition, may not be covered under this Agreement.

**Definitions.** When capitalized in this Agreement, the following words and abbreviations have the meaning, intent, and clarification as defined below:

Abuse: (1) The failure by Customer to properly perform any necessary maintenance, Repair, or modification of the Aircraft, Engine, APU, or any Part or system thereof, whether or not required by applicable service or Repair manuals, service bulletins, service letters, specifications, or any other written instructions, including, without limitation, Textron Aviation or OEM maintenance, Repair, or Overhaul manuals, and Regulatory Agency requirements; (2) any use, operation, testing, or storage of the Aircraft, Engine, APU, or any Part or system thereof, which is not in accordance with accepted aircraft operation or maintenance practices, or applicable service or Repair manuals, service bulletins, service letters, specifications, or any other written instructions, including, without limitation, Textron Aviation or OEM maintenance, Repair, or Overhaul manuals, and Regulatory Agency requirements; or (3) any neglect, misuse, or unauthorized Repair or modification of the Aircraft, Engine, APU, or any Part or system thereof; or (4) any accident, impact or foreign object damage or contamination resulting in damage, fatigue or unusual wear to the Aircraft, engine or any Component; or (5) any operation of the Aircraft, engine or Component, for any reason whatsoever, beyond the limits set forth in any applicable manuals, bulletins, guidelines, specifications, publications and/or written instructions; or (6) any improper techniques or methods of performing labor such as the failure to follow applicable requirements of appropriate Textron Aviation manuals or any appropriate Airworthiness Authority document and/or generally accepted practices currently followed in the general aviation industry, or (7) any removal, tampering, obliteration or destroying of Textron Aviation's, or its supplier's, identification mark, name or serial number from any part or Component.

Account Deposit: The account deposit required for establishing a Net30 open credit account with Textron Aviation.

Aircraft: The Textron Aviation model and serial number identified in this Agreement.

Aircraft on Ground (AOG): The highest priority designation to process a requirement for a spare part(s) and/or maintenance action where the Aircraft is unable to continue or be returned to service until appropriate action is taken without the possibility that the item can remain inoperable and/or unserviceable within the terms of the Minimum Equipment List (MEL), if applicable.

APU: Auxiliary Power Unit.

APU Hours: The actual operating hours of the APU derived from an hour meter. In the absence of an APU hour meter, Aircraft Flight Hours may be used to define APU hours.

APU Labor: The APU OEM Facility's labor for hot section module refurbishment, BUER, Overhaul of the APU, and for scheduled and unscheduled Repair or Overhaul of LRUs and Parts, which includes: (1) APU receiving, cleaning, and inspection; (2) Part Repair, rework, or modification, APU assembly, test, and final inspection; (3) preparation for APU shipment; and/or (4) labor provided by Citation Service Centers and

Stations or APU OEM Facility as required for disassembly and reassembly of the APU hot section for HSI if duly authorized.

APU OEM Facility: Any applicable APU OEM owned or approved facility authorized to perform depot work.

Basic Unplanned Engine Removal (BUER): The premature removal of Engine or APU resulting from a failure due to an Engine, APU, Part, or Component-induced malfunction of those Engines, APUs, Parts, or Components directly supplied by Textron Aviation or OEM.

BUR: Basic Unscheduled Repair on aircraft.

CESCOM: Textron Aviation's computerized maintenance record-keeping program.

Component: Any self-contained part or any combination of parts, sub-assemblies or units which performs a distinctive function in any operating system installed or incorporated in the Aircraft and covered by the Program pursuant to the provisions of this Agreement.

Consumable: If applicable to a Program, any item required for installation or servicing of a Part, Engine, or APU, which can be used only once, excluding, without limitation (and as applicable to a Program), standard maintenance consumables, fluids, compounds, and standard aircraft hardware readily available from sources other than Textron Aviation.

Core: An Unserviceable Part required to be returned to Textron Aviation (or Textron Aviation's designee) upon removal from the Aircraft due to a Scheduled Removal or Unscheduled Removal.

Customer: Owner (if a signatory to this Agreement) and/or Operator (if a signatory to this Agreement).

Discretionary Inspection: Any premature inspection of the Aircraft or its components, at the Owner's discretion or convenience, prior to achieving the applicable inspection interval or tolerance as specified in any applicable manuals, bulletins, guidelines, specifications, publications and/or written instructions including, without limitation, Textron Aviation Maintenance Manual and/or that is not in compliance with all appropriate Airworthiness Authorities' requirements and/or airworthiness directives.

Discretionary Removal: Removal of a Part prior to its Service Life made at Customer's option.

Engine Hours: The total accumulated operating time in hours accrued by an Engine as recorded in the maintenance logbook in accordance with Regulatory Agency requirements.

Engine Labor: The Engine OEM Facility's labor for hot section module refurbishment, BUER, Overhaul of the Engine, and for scheduled and unscheduled Repair or Overhaul of LRUs and Parts, which includes: (1) Engine receiving, cleaning, and inspection; (2) Part Repair, rework, or modification, Engine assembly, test, and final inspection; (3) preparation for Engine shipment; and/or (4) labor provided by Citation Service Centers and Stations or Engine OEM Facility as required for disassembly and reassembly of the Engine hot section for HSI.

Engine OEM Facility: Any applicable Engine OEM owned or approved facility authorized to perform depot work.

Engines: The OEM-manufactured engines used as prime propulsion for the Aircraft.

Enrollment Fee: The non-refundable amount required for program enrollment under this Agreement.

Flat-Rate Charges: Charges for labor hour reimbursement where Textron Aviation, in its sole and absolute discretion, has established a flat-rate labor allowance that, after taking into consideration the normal

requirements for accomplishing a maintenance task on the Aircraft, consists of a nominal quantity of labor hours for accomplishing such work, including labor for gaining access to, inspecting, checking, troubleshooting, removing, repairing, refurbishing or overhauling, or replacing any component and related consumables for each scheduled and/or Unscheduled Maintenance task covered pursuant to the Program. Costs associated with such work by the Service Facility will be the responsibility of Textron Aviation, only to the extent of the Textron Aviation flat-rate labor allowance referenced above multiplied by the applicable facility's labor rate as defined under the Program. Textron Aviation will not be responsible for any costs over and above the flat-rate labor allowance amount that would have been charged by or to Textron Aviation for like or similar work at the Service Facility.

Flight Hours: The total accumulated operating time in hours accrued by the Aircraft as recorded in the maintenance logbook in accordance with Regulatory Agency requirements.

Hot Section Inspection (HSI): The removal and/or inspection of Engine or APU combustion and turbine section Components and the Repair or replacement of Unserviceable Parts in compliance with the applicable maintenance manual and/or this Agreement. Hot Section Inspection is synonymous with Major Periodic Inspection (MPI).

Improper Use: (1) Improper installation or maintenance contrary to Textron Aviation or OEM written and published installation and maintenance instructions or recommendations; (2) use or inspection contrary to Textron Aviation or OEM written and published operating and maintenance instructions or recommendations; (3) Repair or alteration other than by, as applicable, Citation Service Centers and Stations, an Engine OEM Facility, or an applicable Regulatory-Agency-approved facility; (4) use of a Part not supplied by Textron Aviation; or (5) misuse, negligence, or neglect resulting in damage, fatigue, or wear.

Life Limited Component: A Part with a life cycle fatigue limit as identified from time to time in any applicable Textron Aviation manuals, Engine specification, OEM manuals or technical publications, Textron Aviation service bulletins, or OEM service bulletins. Life Limited Component is synonymous with Life Cycle Fatigue (LCF). See B2.12 detailing gaseous bottle "life out" exemption.

LRU: Line Replaceable Unit.

MRT: Mobile Repair Team.

MSU: Mobile Service Unit

Negative Account Balance: The amount by which the aggregate retail cost of the Program Benefits provided Customer with respect to a specific Program exceeds Customer's payments to Textron Aviation on account of that specific Program.

OEM: Original Equipment Manufacturer.

Operator: The operator of the Aircraft as identified in this Agreement.

Overhaul: The work necessary to return a Part, Engine, module, or LRU to a technical standard determined by, as applicable, the published specifications of Textron Aviation or Textron Aviation's supplier, the OEM's manual, the overhaul or repair Specifications, a Regulatory Agency, and/or as recommended by the OEM.

Owner: The owner of the Aircraft as identified in this Agreement.

Part: A Part in its simplest form is one piece (or two or more pieces joined together) that is not normally subject to disassembly without destruction of designed use.

Party or Parties: Textron Aviation and Customer are referred to individually as “Party” and collectively as “Parties.”

Positive Account Balance: The amount by which Customer’s payments to Textron Aviation on account of a specific Program exceed the aggregate retail cost of the Program Benefits provided Customer with respect to that program.

Primary Location: Location which serves as the base of operations for Customer.

ProAdvantage or ProAdvantage Programs: Textron Aviation’s aftermarket programs for Citations, which includes ProParts, PowerAdvantage+, PowerAdvantage, AuxAdvantage, ProTech, and/or any other program designated as such by Textron Aviation.

Program: Any applicable ProAdvantage program.

Program Benefits: With respect to any specific Program, all Parts, Components, Consumables Labor, Flat-Rate Charges, Overhaul or HSI, freight, or fees (including any payment made to any avionics OEM or other vendor, which payment provides for future benefits, labor or parts available to Customer or Textron Aviation related to this Agreement) which Textron Aviation is obligated to pay or in its discretion pays on account or related to its obligations to Customer under this Agreement.

Regulatory Agency: An applicable duly authorized governmental airworthiness authority of competent jurisdiction, including, without limitation, the Federal Aviation Administration of the United States of America (FAA) and the European Aviation Safety Agency (EASA).

Repair: The work necessary to make an item serviceable by replacing or fixing failed or damaged Components or details per the OEM’s technical publications.

Scheduled Inspection: Any inspection performed at intervals defined in the current applicable manuals, bulletins, guidelines, specifications, publications and/or written instructions as revised from time to time including, without limitation, Textron Aviation Aircraft Maintenance Manual and/or that is in compliance with all appropriate Airworthiness Authorities' requirements and/or airworthiness directives to maintain an item in a serviceable condition by systematic inspection, detection, functional and/or operational checks to ensure a satisfactory operating condition as defined by the limits, tolerances or allowances.

Scheduled Removal: The removal of any Part upon the expiration of its Service Life.

Serviceable: In satisfactory operating condition, as defined by the limits, tolerances, or allowances prescribed by any applicable service or Repair manual, service bulletin, service letter, specification, or any other written instructions, and in compliance with Regulatory Agency requirements.

Service Life: The point (as measured in hours, cycles, wear, or time) when a Part must be repaired, overhauled, refurbished, or replaced, as specified by Textron Aviation, the OEM, or Regulatory Agency.

TAPD: Textron Aviation Parts Distribution.

TBO: Time Between Overhaul.

Textron Aviation: Textron Aviation Inc.

Textron Aviation Labor: The scheduled and unscheduled labor hours required to perform inspection, maintenance, and/or removal and installation work at Textron Aviation Service Facilities designated by Textron Aviation to perform work covered under ProTech.

Textron Aviation Maintenance Manual: The Textron Aviation aircraft maintenance manual for the Aircraft.

Textron Aviation Service Facility: As applicable and approved by Textron Aviation, the appropriately rated Textron Aviation owned service facilities, authorized service centers, and/or authorized service stations.

Unavailable Parts: Any component which (i) is no longer in production by a commercial manufacturer of such component or (ii) Textron Aviation is unable to procure using reasonable efforts at a price substantially comparable, in Textron Aviation's reasonable good faith determination.

Unscheduled Maintenance: Any maintenance performed to restore any component to a serviceable condition occurring as a result of a confirmed malfunction and/or discrepancy.

Unscheduled Removal: The removal at a time other than a specific maintenance interval of any Part that is determined by Textron Aviation to be Unserviceable.

Unserviceable: Is not Serviceable.

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## B1.0 PROADVANTAGE PROGRAMS

Except as otherwise stated in this Agreement, this Section B1.0 is applicable to ProParts, PowerAdvantage+, PowerAdvantage, AuxAdvantage, and ProTech:

**Agreement and Program Management.** TAPD manages this Agreement and the ProAdvantage Programs on behalf of Textron Aviation and serves as the primary point of interface with Customer. Textron Aviation has the right to utilize any measure reasonably designed to administer this Agreement and/or the ProAdvantage Programs. Customer agrees to fully cooperate and comply with all such administrative measures in effect from time to time. Textron Aviation, at its sole discretion, determines from whom Customer obtains Parts, Textron Aviation Labor, and/or any other Program benefits, and to whom Customer makes shipments and returns, files Program claims, and fulfills any other Program obligations in accordance with this Agreement.

**Program Efficiency Bonus.** At the end of a ProParts or ProTech Program's term without a renewal, provided Textron Aviation has received full payment of all monthly service charges in accordance with Section C2.0, and the Customer is not in default of any other invoice issued by Textron or any affiliate or subsidiary of Textron, or as otherwise expressly provided for herein, Textron Aviation will determine whether Customer is eligible to receive any portion of any remaining Positive Account Balance as an efficiency bonus. Any Programs fully subsidized by Textron Aviation are not eligible for an efficiency bonus. Notwithstanding anything to the contrary in this Agreement, Customer is not eligible to qualify for or receive an efficiency bonus under AuxAdvantage.

Subject to the following terms, if Textron Aviation determines that Customer qualifies for an efficiency bonus, Textron Aviation will credit to Customer's appropriate account an efficiency bonus equal to sixty-five percent (65%) of any ProParts, ProTech, Positive Account Balance or sixty percent (60%) (applicable only to PowerAdvantage+ and PowerAdvantage) Positive Account Balance (efficiency bonus will not be applicable to the portion of funds accumulated for LCF and Engine Labor), Customer may qualify for an efficiency bonus in the event:

- B1.1** Textron Aviation or Customer declines to renew this Agreement (or Customer's enrollment in the Program) and this Agreement (or the Program) reaches the end of its term.
- B1.2** The Aircraft is sold and, prior to or at the time of the sale, there was not an assignment of the Program (in compliance with the requirements of this Agreement) in which the efficiency bonus is requested pursuant to the terms and conditions herein.
- B1.3** Absent any negligence or intentional misconduct on the part of Customer, the Aircraft is damaged beyond economic repair as determined solely by Textron Aviation.
- B1.4** Absent any negligence or intentional misconduct on the part of Customer, an Engine (applicable only to PowerAdvantage+ and PowerAdvantage) is damaged beyond economic repair as determined solely by Textron Aviation.

As determined at Textron Aviation's sole discretion, Customer may apply amounts of the efficiency bonus towards the Aircraft and/or certain Textron Aviation programs.

Textron Aviation has the sole authority to determine:

- B1.5** Whether Customer qualifies for an efficiency bonus.
- B1.6** The calculation of the efficiency bonus.
- B1.7** The amount of the efficiency bonus Customer may apply towards the Aircraft and/or Textron Aviation programs and to what specifically the amount may be applied.

- B1.8** Whether any portion of any efficiency bonus may be retained by Textron Aviation to apply to any other amount due to or claimed by Textron Aviation for reasonable cause.

Upon written request, Customer may verify Textron Aviation's calculations by reviewing Customer-specific documents (as may be available) at Textron Aviation's facilities during normal business hours at a mutually convenient time.

**Scheduled Removals and Scheduled Inspection and maintenance.** For Scheduled Removals under ProParts, PowerAdvantage+, PowerAdvantage, AuxAdvantage, and Scheduled Inspections and maintenance under ProTech:

- B1.9** When a Part reaches its Service Life, Customer will remove the Part for the purpose of Repair, Overhaul, refurbishment, or replacement, as required and managed by Textron Aviation.
- B1.10** Textron Aviation will provide any Part (and Consumables) covered by a Program when Customer makes a request thirty (30) calendar days prior to the date of Scheduled Removal. Textron Aviation will use its best efforts to provide the replacement Part (and Consumables) within thirty (30) calendar days.
- B1.11** Under ProParts, if a Part is removed from service more than twenty-five (25) hours, twenty-five (25) cycles, twenty-five (25) landings, or one (1) month prior to its Service Life, Customer will pay to Textron Aviation an amount equal to the unused life of the Part in excess of the twenty-five (25) hour, twenty-five (25) cycle, twenty-five (25) landing, or one (1) month grace period.
- B1.12** Under PowerAdvantage+, PowerAdvantage, and AuxAdvantage, if a Part is removed from service prior to its Service Life, Customer will pay to Textron Aviation an amount equal to the unused life of the Part.
- B1.13** Any Part provided by Textron Aviation to Customer for a Scheduled Removal will be exchange, overhauled, or repaired and will be per the applicable specifications determined, controlled, and/or managed by Textron Aviation. The use of a new Part must be pre-approved by Textron Aviation ProAdvantage administration.
- B1.14** Under ProTech, Scheduled Inspection or maintenance must be performed within thirty (30) days, twenty-five (25) hours, twenty-five (25) cycles, or twenty-five (25) landings of its normal interval.

**Unscheduled Removals.** For Unscheduled Removals under ProParts, PowerAdvantage+, PowerAdvantage, AuxAdvantage, Textron Aviation will supply to Customer a Serviceable Part (and Consumables), provided, Textron Aviation, at its sole discretion, may require Customer to obtain prior written authorization for any Unscheduled Removal. In such event, Textron Aviation or its designee will verify the condition of the Part to be removed; determine whether the Part is Unserviceable and the cause of its failure; and, only if the Part is covered under a Program, authorize the Part's removal for a replacement Part. Customer, at its own expense, is responsible for all required labor for troubleshooting, removing, and replacing any Unserviceable Part. If the Aircraft is grounded due to an Unscheduled Removal, Textron Aviation will reply to Customer's request as soon as reasonably possible. For any Unscheduled Removal of a Part, Textron Aviation, at its sole discretion, may provide a Serviceable Part as a replacement.

**ProAdvantage Programs General Exclusions.** Notwithstanding anything to the contrary in this Agreement, ProAdvantage Programs coverage does not extend to any of the following:

- B1.14** Any Abuse or Improper Use and any damage, fatigue, wear, maintenance, Repair, or Overhaul to the Aircraft, Engine, APU, or any Part or system thereof directly or indirectly attributable to Abuse or Improper Use.

- B1.15** Any accident, incident, impact, foreign object damage (FOD), weather, or act of God (or other matters or occurrences beyond the reasonable control of Customer, Textron Aviation, or the OEM) and any damage, fatigue, wear, maintenance, Repair, or Overhaul to the Aircraft, Engine, APU, or any Part or system thereof directly or indirectly attributable to accident, incident, impact, FOD, weather, or act of God (or other matters or occurrences beyond the reasonable control of Customer, Textron Aviation, or the OEM).
- B1.16** Any subsequent or consequential damage, including without limitation any damage to other structures or components caused by a failed or damaged component.
- B1.17** Any corrosion, erosion, or deposition, and any damage, fatigue, wear, maintenance, Repair, or Overhaul to the Aircraft, Engine, APU, or any Part or system thereof directly or indirectly attributable to corrosion, erosion, or deposition.
- B1.18** Any Discretionary Removal of Parts, Discretionary Inspections, pre-purchase inspection, or evaluation inspection.
- B1.19** Any Airworthiness Directives issued by a Regulatory Agency or any service bulletins without the prior written approval of Textron Aviation; or any such Textron Aviation-prior-approved Airworthiness Directives or service bulletins with which Customer does not fully comply with the terms and conditions thereof.
- B1.20** Any labor and/or materials associated with any cosmetic work (including, without limitation, painting) requested by Customer with respect to any Part supplied by Textron Aviation.
- B1.21** Any expenses related to flying the Aircraft; tooling fees; hangar fees; any related airport fees; or living or transportation expenses for crew, passengers, or maintenance personnel of any Party or third party; any travel related expense other than those covered under ProTech in B7.0.
- B1.22** Any damages caused by Aircraft accident; loss of Aircraft or Engine value; loss of Aircraft use; loss of time; loss of profit; loss of goodwill; or indirect, incidental, secondary, consequential, special, or punitive damages.
- B1.23** Any costs that are not expressly covered in this Agreement or costs to be paid by Customer in addition to Program fees, including, without limitation, costs for transportation, insurance, packing, storage, restocking, recertification, taxes, export fees, and duties.
- B1.24** Any overtime premiums and/or call out charges.
- B1.25** Any Aircraft, Engine, Engine Part, and any equipment, modification, or installation by Supplemental Type Certification (or other certification or authorization) incorporated in the Aircraft unless installed by Textron Aviation, installed under Textron Aviation's direction, or expressly approved in writing by a duly authorized representative of Textron Aviation, or FAA or equivalent airworthiness authority mandated generic aircraft modifications, inspections, or procedures including, but not limited to, test procedures affecting the Aircraft, but which are not specifically directed to the Textron Aviation model in question, or other similar actions incorporated or performed.
- B1.26** Any charges for all types of consumable or expendable used by the Owner in performing servicing of the Aircraft, engines including, without limitation fuel, lubrication oil, hydraulic oil, de-ice or anti-ice fluids, water or waste systems, oxygen, nitrogen, rain repellent, general inspection and condition, cleaning and preflight or post flight inspections and any other maintenance activity of a similar nature.

- B1.27** Any charges for all types of maintenance and/or repairs resulting from exceeding any Aircraft and/or engine operating limitation or additional maintenance resulting from exceeding any Aircraft inspection time limitation or performed outside of the inspection tolerance.
- B1.28** Any cost incurred for the supply or replacement of any protective coverings, ground lock pins, gust locks, flags, loose equipment, or other such ground support equipment, tooling or the purchase or rental of ground support equipment, subscriptions and similar type services.
- B1.29** Any costs, charges or services for obsolete avionics or factory installed entertainment parts, interior/exterior appearance/wear items, and non-approved or unavailable parts. Examples including, without limitation, furniture delamination, decoratively plated or anodized parts, leather, fabric, carpet, paint, upholstery, trim, DVD players, speakers, and video monitors
- B1.30** Any item, matter, event, situation, or condition not expressly approved for coverage in this Agreement.

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## B2.0 PROPARTS

Except as otherwise stated in this Agreement, this Section B2.0 is applicable to ProParts:

**ProParts Coverage.** For the ProParts fees to be paid by Customer, and other valuable consideration, Textron Aviation agrees to provide ProParts coverage for certain airframe and avionics Parts and Consumables, as follows:

- B2.1** Parts and Consumables required for a Scheduled Removal, an Unscheduled Removal, and a removal of an Unserviceable Part in connection with scheduled maintenance, as prescribed by the applicable Textron Aviation Maintenance Manual.
  - B2.1.1** As an example, ProParts coverage includes: tires, wheels, brakes, valves, motors, actuators, starter generators, avionics, instruments, gauges, O-rings, light bulbs, packings, and exchange bottles for hydrostatic testing (or, in lieu of providing exchange bottles, reimbursement of hydrostatic testing fees).
  - B2.1.2** Factory installed entertainment items, including, without limitation, DVD players, speakers, and video monitors.
  - B2.1.3** Replacement components covered pursuant to the Plan for Textron Aviation mandatory service bulletins installed on the Aircraft prior to the Start date.
  - B2.1.4** Kits or components as defined by the service bulletin required to install all Textron Aviation mandatory service bulletins covered pursuant to the Plan and issued after the Start date.

**ProParts Exclusions.** Notwithstanding anything to the contrary in this Agreement, ProParts coverage does not extend to any of the following:

- B2.2** The exclusions contained in Section B1.0 Subsection “ProAdvantage Programs General Exclusions” (and its subsections) are incorporated by reference herein and are applicable to ProParts.
- B2.3** The cost of any part not purchased from Textron Aviation.
- B2.4** Costs for labor, including, without limitation, fees associated with troubleshooting, recalibrating, inspecting, testing, removing, refurbishing, or replacing any Part or Consumable.
- B2.5** Structural airframe Parts required when the Aircraft is no longer within the applicable Textron Aviation warranty period, including, without limitation: (1) primary structures consisting of frames, bulkheads, formers, longerons, pylons, stringers, wing spars and bonded skins, fuselage and wing skins, and frames; and (2) secondary structures consisting of nose baggage compartment shelves, avionics shelves, cabin dividers, fore and aft bulkheads, center pedestal, flight and passenger compartment floor panels, seat frames, doors, fairings, cowlings, and refreshment center bar and structure.
- B2.6** Damage to a Part arising from or relating to fuel or hydraulic system contamination.
- B2.7** Any costs arising from or relating to any Part returned by Customer, which is determined by Textron Aviation or its designee to be Serviceable.
- B2.8** Parts used to attach another Part to the Aircraft and generally available from sources other than Textron Aviation.

- B2.9** Provisioning of any inventory of spare Parts at Customer's facility, base of operations, or other locations.
- B2.10** Life Limited Components as identified in the applicable maintenance manuals unless authorized by Textron Aviation in writing in accordance with this Agreement. This includes, without limitation, landing gear. This excludes gaseous bottles that are set up on exchange for hydrostatic testing purposes which may life-out during the exchange cycle.
- B2.11** WiFi Systems.
- B2.12** Parts required to modify the aircraft to accommodate the installation of a superseded or obsolete part substitute when the part is not provided by service bulletin coverage in accordance with this Agreement.
- B2.13** Any service bulletin issued prior to enrollment and service bulletins previously offered at no charge to the Owner for which the Owner has exceeded the deadline specified by Textron Aviation and/or its suppliers for ordering or installing the related components or kits.
- B2.14** Any item, matter, event, situation, or condition not expressly approved for ProParts coverage in this Agreement.

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**B3.0 POWERADVANTAGE+ (P&WC)**

Except as otherwise stated in this Agreement, this Section B3.0 is applicable to PowerAdvantage+ (P&WC):

**PowerAdvantage+ Coverage.** For the PowerAdvantage+ fees to be paid by Customer, and other valuable consideration, Textron Aviation agrees to provide PowerAdvantage+ coverage for certain Engine Parts, Consumables, Life Limited Components, and labor, as follows:

- B3.1** Parts and Consumables required for HSI, Overhaul, BUER, and BUR.
- B3.2** Parts required for a premature shop visit as directed by Textron Aviation, the Engine OEM, or a Regulatory Agency.
- B3.3** Consumables required for field level maintenance: (1) Textron Aviation-provided igniters required to be replaced due to the igniter tip being worn beyond OEM maintenance manual limits or when the igniter is determined to be Unserviceable; and (2) Textron Aviation-provided oil filters and fuel filters required to be replaced in accordance with the OEM maintenance manual.
- B3.4** Parts for field level routine or periodic maintenance and inspections as specified in applicable periodic inspection tables of the Engine maintenance manuals, Overhaul manuals, and Repair manuals, including, without limitation, filters, line replaceable O-rings, gaskets, and igniters.
- B3.5** Required LRUs.
- B3.6** For Overhaul and BUER, Textron Aviation will use its best efforts to ensure availability of rental engines for Customer subject to Customer executing the Engine OEM's rental agreement prior to shipment and use of the rental engines. Any Engine rental agreement will be between Customer and the Engine OEM and all Terms and Conditions of their separate agreement shall apply.
- B3.7** Parts and Consumables required to comply with either Airworthiness Directives issued by a Regulatory Agency or the required Engine OEM's service bulletin categories 1 – 6.
- B3.8** All Life Limited Components required to be replaced due to the depletion of life by hours or cycles.
- B3.9** Engine Labor.
- B3.10** Rental engine coverage for OH and unscheduled events for which coverage is not excluded under this Agreement and which require engine removal.

**PowerAdvantage+ Exclusions.** Notwithstanding anything to the contrary in this Agreement, PowerAdvantage+ coverage does not extend to any of the following:

- B3.11** Repair or replacement costs attributable to the use of non-Textron Aviation or non-Engine-OEM original manufactured Parts.
- B3.12** Damage directly attributable to an Engine-mounted LRU or accessory.
- B3.13** Rental engine coverage for HSI.
- B3.14** APU and its associated LRUs.
- B3.15** Field level routine or periodic maintenance and inspection labor, including, without limitation, consumed or replacement fuel and oil.

- B3.16** Labor for field level replacement of LRUs, Parts or Consumables, Engine or Part removal and reinstallation.
- B3.17** Replacement of Engine Parts missing from an Engine when received at an OEM Engine shop for Engine Overhaul or BUER.
- B3.18** MRT Expenses.
- B3.19** Test Cell fees including but not limited to consumables and packing material.
- B3.20** Taxes and duties.
- B3.21** Engine freight and insurance for shipping to and from P&WC.
- B3.22** Labor or Parts for repairs caused by operating the engines outside the parameters identified in the Aircraft Flight Manual (AFM) and Pilot Operating Handbook (POH).
- B3.23** Troubleshooting labor (outside of ProTech coverage).
- B3.24** The exclusions contained in Section B1.0 Subsection “ProAdvantage Programs General Exclusions” (and its subsections) are incorporated by reference herein and are applicable to PowerAdvantage+.
- B3.25** Any item, matter, event, situation, or condition not expressly approved for PowerAdvantage+ coverage in this Agreement.

**Engine OEM Facility.** In order for Customer to be eligible for any PowerAdvantage+ coverage, work performed on the Engine must have taken place at a facility designated by Textron Aviation to perform such work, including, without limitation, the Engine OEM Facility. By designating or contracting with the facility where work is to be performed, Textron Aviation is not obligated to provide any PowerAdvantage+ coverage in addition to or in conflict with the terms and conditions of this Agreement, and Customer agrees to timely pay any charges in addition to or not covered by this Agreement.

**Engine Event Notification.** In order for Customer to be eligible for coverage of any scheduled event under PowerAdvantage+, Customer is required to notify the ProAdvantage Engine Event Management Team within 90 days of the event.

**Request for Early HSI or Overhaul.** Customer agrees to pay any additional charge assessed by Textron Aviation resulting from Customer’s request for an early HSI or Overhaul of an Engine prior to the Engine’s Scheduled Removal.

**Mandatory Early Removal.** The Parties acknowledge that a national, state, or local Regulatory Agency may recognize a different HSI or Overhaul period expressed in hours. Customer will not be liable for a Regulatory-Agency-mandated early removal so long as Textron Aviation was properly made aware by Customer of such a regulatory mandate in effect prior to Textron Aviation’s acceptance of this Agreement and Textron Aviation did not take exception.

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#### **B4.0 POWERADVANTAGE (P&WC)**

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Except as otherwise stated in this Agreement, this Section B4.0 is applicable to PowerAdvantage (P&WC):

**PowerAdvantage Coverage.** For the PowerAdvantage fees to be paid by Customer, and other valuable consideration, Textron Aviation agrees to provide PowerAdvantage coverage for certain Engine Parts and Consumables, as follow:

**B4.1** The coverage contained in Subsections B3.1 through B3.7, and B3.10 for PowerAdvantage+ is incorporated by reference herein and is applicable to PowerAdvantage.

**PowerAdvantage Exclusions.** Notwithstanding anything to the contrary in this Agreement, PowerAdvantage coverage does not extend to any of the following:

**B4.2** Life Limited Components.

**B4.3** Engine Labor.

**B4.4** MRT expenses.

**B4.5** Engine Accessory labor.

**B4.6** Taxes and duties.

**B4.7** Engine freight and insurance for shipping to and from P&WC.

**B4.8** Test cell consumables, labor, and packing materials.

**B4.9** The exclusions contained in Section B3.0 Subsection “PowerAdvantage+ Exclusions” (and its subsections) are incorporated by reference herein and are applicable to PowerAdvantage.

**B4.10** The exclusions contained in Section B1.0 Subsection “ProAdvantage Programs General Exclusions” (and its subsections) are incorporated by reference herein and are applicable to PowerAdvantage.

**B4.11** Any item, matter, event, situation, or condition not expressly approved for PowerAdvantage coverage in this Agreement.

**Engine OEM Facility.** In order for Customer to be eligible for any PowerAdvantage coverage, work performed on the Engine must have taken place at a facility designated by Textron Aviation to perform such work, including, without limitation, the Engine OEM Facility. By designating or contracting with the facility where work is to be performed, Textron Aviation is not obligated to provide any PowerAdvantage coverage in addition to or in conflict with the terms and conditions of this Agreement, and Customer agrees to timely pay any charges in addition to or not covered by this Agreement.

**Engine Event Notification.** In order for Customer to be eligible for coverage of any scheduled event under PowerAdvantage, Customer is required to notify the ProAdvantage Engine Event Management Team within 90 days of the event.

**Request for Early HSI or Overhaul.** The terms and conditions contained in Section B3.0 Subsection “Request for Early HSI or Overhaul” for PowerAdvantage+ are incorporated by reference herein and are applicable to PowerAdvantage.

**Mandatory Early Removal.** The terms and conditions contained in Section B3.0 Subsection “Mandatory Early Removal” for PowerAdvantage+ are incorporated by reference herein and are applicable to PowerAdvantage.

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**B5.0 AUXADVANTAGE**

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Except as otherwise stated in this Agreement, this Section B5.0 is applicable to AuxAdvantage:

**AuxAdvantage Coverage.** For the AuxAdvantage fees to be paid by Customer, and other valuable consideration, Textron Aviation agrees to provide AuxAdvantage coverage for certain APU Parts and Consumables, as follows:

- B5.1** Parts required for APU Overhaul.
- B5.2** Parts required for a premature shop visit as directed by the OEM or a Regulatory Agency.
- B5.3** Parts required for BUER and BUR.
- B5.4** Parts required for a scheduled HSI.
- B5.5** Parts required as LRUs.
- B5.6** Consumables as required.
- B5.7** SOAP kits.
- B5.8** Parts required to comply with the OEM's alert or recommended service bulletins, provided Customer's compliance occurs within the time frame defined in the service bulletins.
- B5.9** APU Labor.
- B5.10** SOAP analysis when accomplished at a supplier approved facility.
- B5.11** Rental unit at BUER and Overhaul will be made available to Customer subject to the terms and conditions of the OEM's rental agreement and this Agreement.
- B5.12** Troubleshooting will be covered up to a maximum of ten (10) hours (on aircraft) when accomplished at a Textron Aviation Owned Service Center. All labor charges associated with Troubleshooting in excess of ten (10) hours, gaining access to, and the removal and replacement of APU's and LRU's shall be Customer's responsibility.

**AuxAdvantage Exclusions.** Notwithstanding anything to the contrary in this Agreement, AuxAdvantage coverage does not extend to any of the following:

- B5.13** Repair or replacement costs directly or indirectly attributable to the use of non-approved supplier Parts or LRUs.
- B5.14** Inspection labor whereby said cost is billed directly to Customer by Textron Aviation or the APU OEM Facility.
- B5.15** Removal, reinstallation, and/or access APU labor.
- B5.16** The exclusions contained in Section B1.0 Subsection "ProAdvantage Programs General Exclusions" (and its subsections) are incorporated by reference herein and are applicable to AuxAdvantage.
- B5.17** Any item, matter, event, situation, or condition not expressly approved for AuxAdvantage coverage in this Agreement.

**APU OEM Facility.** In order for Customer to be eligible for any AuxAdvantage coverage, work performed on the APU must have taken place at a facility designated by Textron Aviation to perform such work, including, without limitation, the APU OEM Facility. By designating or contracting with the facility where work is to be performed, Textron Aviation is not obligated to provide any AuxAdvantage coverage in addition to or in conflict with the terms and conditions of this Agreement, and Customer agrees to timely pay any charges in addition to or not covered by this Agreement.

**APU Event Notification.** In order for Customer to be eligible for coverage of any scheduled event under AuxAdvantage, Customer is required to notify the ProAdvantage Engine Event Management Team within 90 days of the event.

**Request for Early HSI or Overhaul.** Customer agrees to pay any additional charge assessed by Textron Aviation resulting from Customer's request for an early HSI or Overhaul of an APU prior to the APU's Scheduled Removal, if applicable.

**Intensive Service.** Customer agrees the APU shall not be operated in any intensive service, including without limitation hostile military or maritime low level flight operations.

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**B6.0 PROTECH**

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Except as otherwise stated in this Agreement, this Section B6.0 is applicable to ProTech:

**ProTech Coverage.** For the ProTech fees to be paid by Customer, and other valuable consideration, Textron Aviation agrees to provide ProTech coverage for certain labor, as follows:

- B6.1** Textron Aviation Labor for Scheduled Inspection and maintenance conducted in accordance with applicable Textron Aviation Maintenance Manuals.
- B6.2** Textron Aviation Labor for Engine and/or APU removal and installation related to scheduled maintenance conducted in accordance with applicable maintenance manuals.
- B6.3** Textron Aviation Labor for Engine and/or APU removal and installation related to Unscheduled Maintenance.
- B6.4** Textron Aviation Labor for rental Engine and/or APU installation and removal related to scheduled Engine and/or APU maintenance conducted in accordance with applicable maintenance manuals.
- B6.5** Textron Aviation Labor for installation and removal of loaned Parts provided in accordance with Section C1.0 Subsection "Loaned Parts" of this Agreement.
- B6.6** Textron Aviation Labor for Unscheduled Maintenance including Engine and/or APU line maintenance, field service labor, troubleshooting, and Consumables servicing labor (ProTech only).
- B6.7** Textron Aviation Labor related to a Textron Aviation-approved cleaning of the Aircraft interior and exterior conducted once at the end of a three (3) year period as defined by Textron Aviation.
- B6.8** Shop supplies for Textron Aviation-approved Textron Aviation Labor.
- B6.9** Unscheduled AOG MSU visits (includes MSU set up fee, travel, and off site labor rate if required).
- B6.10** Unscheduled AOG Field Trips (Textron Aviation technician traveling to aircraft sight, includes technician travel and expenses and off site labor rate if required).
- B6.11** Must be enrolled in ProParts.
- B6.12** Expedited freight for parts related to AOG MSU visits and field trips only, not including counter to counter ship methods.

**ProTech Exclusions.** Notwithstanding anything to the contrary in this Agreement, ProTech coverage does not extend to any of the following:

- B6.13** Inspection documents concerning periodic washes and corrosion inspections for aircraft operating in a corrosive environment; service bulletins; hydrostatic testing; and any labor related thereto.
- B6.14** Any labor arising from or relating to a violation by Customer of this Agreement or any Program in which Customer is enrolled.
- B6.15** The exclusions contained in Section B2.0 Subsection "ProParts Exclusions" (and its subsections, with the exception of B2.4) are incorporated by reference herein and are applicable to ProTech. ProTech coverage does not extend to any labor and associated costs arising from or relating to such exclusions.

- B6.16** The exclusions contained in Section B1.0 Subsection “ProAdvantage Programs General Exclusions” (and its subsections) are incorporated by reference herein and are applicable to ProTech. ProTech coverage does not extend to any labor and associated costs arising from or relating to such exclusions.
- B6.17** Scheduled (non-AOG) MSU and/or Field Trip visit travel labor and expens.
- B6.18** Any item, matter, event, situation, or condition not expressly approved for ProTech coverage in this Agreement.

The following terms are applicable to ProTech:

**Hourly Rate.** Based on Customer’s estimated annual flight hours, Textron Aviation will assign Customer to a Program tier. If Customer’s actual flight hours for the year are less than the minimum hours for the assigned Program tier, then Customer will be invoiced for the assigned Program tier’s minimum hours at the assigned tier’s rate. If Customer’s actual flight hours for the year are more than the maximum hours for the assigned tier, then Customer will be invoiced for all actual flight hours at the assigned tier’s rate. At its sole discretion, Textron Aviation determines, calculates, and administers any account reconciliation for the Program including but not limited to the annual review. Such account reconciliation may result in an assignment to a different Program tier, and a different hourly rate.

**Approved Locations and Hourly Rates.** At its sole discretion, Textron Aviation determines the ProTech hourly rates and facilities where Citation Labor may be performed. Hourly rates are valid only for aircraft maintained on the MSG continuous inspection program. Customer should contact Textron Aviation for the locations of Textron Aviation-approved facilities and any applicable hourly rate differences for Citation Labor performed outside of Customer’s primary region of operation.

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## **C1.0 CUSTOMER OBLIGATIONS**

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Except as otherwise stated in this Agreement, this Section C1.0 is applicable to ProParts, PowerAdvantage+, PowerAdvantage, AuxAdvantage, and ProTech:

**Required Accounts with Textron Aviation.** For the duration of this Agreement, Customer will maintain with Textron Aviation all accounts required for Customer to be enrolled in ProAdvantage Programs and Customer will keep such accounts in good standing. All amounts required to be paid in accordance with this Agreement will be paid in the legal currency of the United States of America.

**Maintenance Tracking Services.** For the duration of this Agreement, it is recommended that Customer will subscribe to, pay for, and participate in a Textron Aviation approved maintenance tracking program (currently CESCO; or other CAMP maintenance program, Flightdocs, Traxxall, SierraTrax) and keep, maintain, and accurately provide to Textron Aviation all records on the Aircraft required in connection with such services.

If Customer elects not to enroll in such services, Customer will be invoiced as a balanced biller. This invoiced amount will be 1/12 the annual Agreement minimum hours or a mutually agreed to number of hours, not to be less than 1/12 the annual minimum. The actual hours flow will be reconciled yearly at the Agreement anniversary month.

**Aircraft Operation.** For the duration of this Agreement, Customer will operate and maintain the Aircraft in accordance with all applicable Textron Aviation flight manuals, Textron Aviation and supplier operating manuals, maintenance and Repair manuals, service bulletins and service letters (alert, mandatory, and recommended), and all other written instructions issued by Textron Aviation and its suppliers from time to time. Customer will comply with all applicable Regulatory Agency requirements. Customer will comply with generally accepted practices in the general aviation industry, provided such practices do not conflict with the aforementioned manuals, service bulletins, service letters, and other written instructions issued by Textron Aviation and its suppliers.

**Core Return.** Customer will return an undamaged and valid Core due to Textron Aviation within fifteen (15) calendar days of removal from the Aircraft unless Customer is otherwise advised by Textron Aviation. Customer will package Parts and Cores in such a manner to preclude damage while in transit. As required by Textron Aviation, Customer will properly store a removed Part (and/or Consumables) at Customer's expense until Textron Aviation issues disposal or return instructions. Any Part (or Consumables) held by Customer may be inspected by a Textron Aviation designee authorized to issue disposal or return instructions. Customer will pay Textron Aviation its then current suggested retail price (plus applicable taxes) for a new or exchange Part (and/or Consumables) when Customer fails to return a Core within fifteen (15) calendar days or fails to properly dispose of a removed Part (and/or Consumables).

**Loaned Parts.** Textron Aviation, at its sole discretion, may supply Customer a loaned Part as a substitute for an Unserviceable Part pending Customer's receipt of a Serviceable Part. As required, Textron Aviation will supply Parts (and Consumables) to install the loaned Part and the Serviceable Part. Customer will return a loaned Part within fifteen (15) calendar days of receipt of the Serviceable Part. Delay beyond fifteen (15) calendar days results in additional charges assessed by Textron Aviation for which Customer is liable.

**Discretionary Removals.** In the event of a Discretionary Removal of a Part, Customer will pay Textron Aviation an amount equal to the difference between Textron Aviation's then current suggested retail price (plus applicable taxes) for a new or exchange Part (and Consumables) less an equitable portion for prior use and wear based on any wear limit, tolerance, or allowance identified in any applicable Textron Aviation Maintenance Manual, service and Repair manual, service bulletin and service letter, specification, or any other written instructions. In addition, Customer will reimburse Textron Aviation for all costs incurred associated with the restocking and recertification of the removed Part.

**Part Condition and History.** Customer guarantees and warrants all Parts have been maintained per the applicable Textron Aviation Maintenance Manuals and all Parts covered under a Program are Serviceable as of the date of this Agreement. Customer will provide all required documentation associated with a returned Part. Customer guarantees and warrants that, at all times, Parts returned or supplied under a Program have been or will be utilized only on the Aircraft and such Parts will not be used in excess of cycle usage prescribed herein for each twelve (12) month period after the start date of this Agreement. Excess cycle usage results in additional charges assessed by Textron Aviation for which Customer is liable.

**Aircraft Logbook.** Customer will properly record in the Aircraft logbook all Aircraft Flight Hours, Engine and APU Hours, cycles, landings, or times as reasonably required by Textron Aviation (for purposes of this Agreement) and/or a Regulatory Agency. In addition, Customer will record in the Aircraft logbook any other significant event, including, without limitation, any Abuse or damage to the Aircraft, Engine, APU or any Part or system thereof, modifications, Repairs, and maintenance as prescribed by Textron Aviation or required by a Regulatory Agency. Customer will furnish such information to Textron Aviation upon request. Customer will grant Textron Aviation (and/or Textron Aviation's designee) access to the Aircraft, Engine, APU or any Part or system thereof, and to the operating records of the Aircraft, Engines, and APU upon request by Textron Aviation. Customer guarantees and warrants the information recorded in the logbooks or otherwise reported to Textron Aviation is true, accurate, and correct. If Customer fails to record or provide to Textron Aviation any information required in this Agreement, Textron Aviation has the right to require that any Unserviceable Part returned to Textron Aviation be overhauled at Customer's expense.

**Engine Condition Trend Monitoring (WebECTM®).** Under PowerAdvantage+ and PowerAdvantage (P&WC), Customer is required to perform all of the following:

- C1.1** Where operational conditions permit, Customer will record and monitor the required ECTM data (N1, N2, ITT, and fuel flow Wf) during one (1) flight daily having a flight duration of forty-five (45) minutes or longer and above eighteen thousand (18,000) feet ASL.
- C1.2** The data will be recorded in accordance with the Engine OEM's ECTM instructions and on the Engine OEM's ECTM form. Textron Aviation will provide Customer with the ECTM form (or a substantially similar form). This data will be transmitted from Customer directly to Textron Aviation's Designated Analysis Center (DAC) monthly.
- C1.3** Customer will also monitor the spreads between the aforementioned Engine parameters. Whenever any step change of a spread (as defined by the Engine OEM) is observed, Customer will submit the data to Textron Aviation as soon as possible. In these cases, Textron Aviation in turn, will transmit the information to the Engine OEM's DAC as soon as possible.
- C1.4** Certain Aircraft applications may have the ability to download the Engine Data electronically or wirelessly. If the Aircraft applications have such capabilities, the Customer may, as soon as such Engine Data is available, download or send wirelessly Engine Data directly to P&WC, P&WC subcontractor or P&WC designated engine condition trend monitoring provider for processing.

**APU Spectrometric Oil Analysis Program (S.O.A.P.).** Under AuxAdvantage, Customer is required to perform the following:

- C1.5** Customer shall comply with supplier's Spectrometric Oil Analysis Program (S.O.A.P.). APU oil samples and filter elements shall be submitted for analysis to supplier approved laboratories. Intervals will be as specified in the SIL, maintenance manual or applicable service bulletins. Non-compliance shall be reviewed on a case by case basis and may be regarded as Abuse.

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## C2.0 CUSTOMER PAYMENTS

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Section C2.0 and its subsections are applicable to Customer's enrollment in ProAdvantage Programs:

**Payment of Invoices.** Customer, including both any Owner and any Operator, are responsible for payment of all invoices to Customer's accounts with any Textron business unit, billed to an applicable Customer account whether before, during, or after any suspension, termination, cancellation, revocation, and/or expiration of this Agreement. Customer will pay all invoices in accordance with the credit terms established by Textron Aviation and pursuant to this Agreement. Customer will pay all invoices in accordance with the credit terms established by Textron Aviation and pursuant to this Agreement. Any default, including any default in payment, in this Agreement shall be an event of default under any agreement with Textron Aviation, and a default in any other Agreement with Textron Aviation or with any other Textron business unit shall be a default under this Agreement. Should the Customer be in default, including arrears in paying any invoice issued by Textron Aviation or any affiliate or subsidiary of Textron, regardless of whether the invoice relates to goods or services provided to the Customer under this Agreement, any benefits to be provided under the Program may, at the option of Textron Aviation, be suspended until such default is cured. Textron Aviation may require Customer to cure any account defaults, including past due payments, or require prepayment of Customer's obligations, prior to extending any Program Benefit. Textron Aviation also shall have the right to charge Customer reinstatement fees if Customer requests reinstatement of this Agreement after Textron Aviation terminates this Agreement due to any default.

**Fees.** Textron Aviation may require that Customer pay a one-time Enrollment Fee or Account Deposit when enrolling in a Program (Attachment B). In addition, Customer will pay to Textron Aviation monthly Program fees and other fees computed in accordance with the provisions herein. One Time Enrollment Fees or Account Deposit must be paid prior to contract activation. For Account Deposits, Customer may request a return of the Account Deposit after 12 months of on-time credit history; Enrollment Fees, however, are non-refundable.

**Reporting Usage.** No later than the start date of this Agreement, Textron Aviation and Customer will agree on estimated annual Flight Hours, Engine Hours, and/or APU Hours in an amount of at least the minimum annual hours as identified in this Agreement. Then, on or before the fifth (5th) calendar day of each month, Customer will report to Textron Aviation the Flight Hours, Engine Hours, APU Hours, cycles, and/or landings for the previous month. Customer will be invoiced monthly an amount equal to the reported usage multiplied by the hourly rate for a Program, plus any applicable state and local sales tax which Textron Aviation, in its sole discretion, deems required. The state and local sales tax shall be included with each monthly invoice for all United States registered aircraft unless the operator has filed a valid sales tax exemption certificate with Textron Aviation. If Customer fails to report the applicable hours, cycles, or landings, then Customer will be invoiced an amount for the month based on Customer's annual program minimum requirement as determined by Textron Aviation. Textron Aviation has the right to alter (temporarily and/or permanently) the determination and calculation of these monthly invoice amounts whenever Customer fails to report usage as required by this Agreement. Excess cycle usage results in additional charges assessed by Textron Aviation for which Customer is liable.

**Annual Review.** On or about the annual anniversary of the Program start date, Customer will provide Textron Aviation all information requested for a review by Textron Aviation of the invoice amounts for the annual Flight Hours, Engine Hours, and/or APU Hours compared to the actual usage. At its sole discretion, Textron Aviation determines, calculates, and administers any account reconciliation for the Program resulting from this annual review. Such account reconciliation may result in Customer being charged for excess landing and cycle usage as described herein.

**Calculation of Excess Cycle Usage.** If Customer exceeds this Agreement's designated Hours Per Cycle Factor, Customer will pay to Textron Aviation a fee for excess cycle usage as determined solely by Textron Aviation in accordance herewith.

**C2.1** Customer's cycle factor equals actual Flight Hours divided by actual landings for the twelve (12) month period.

**C2.2** If Customer's cycle factor is a number less than the designated Hours Per Cycle Factor, then Customer has excess cycle usage and will pay to Textron Aviation a fee based on the formula below:

$$\text{fee} = [(\text{actual landings}) - (\text{actual Flight Hours} \div \text{Hours Per Cycle Factor})] \times (\text{Rate Per Excess Cycle})$$

This Section 2.0 Subsection "Calculation of Excess Cycle Usage" is not applicable to ProTech.

**Adjustment of Rates.**

**C2.3** Any change to aircraft configuration may result in an immediate adjustment of ProAdvantage Program hourly rates.

**C2.4** Any change to the primary geographical location maintenance is performed in, as determined by Textron Aviation, may result in a permanent increase to the Hourly Rate equal to the rate differential currently in effect for that region of the world.

**Annual Adjustment of Rates.** Hourly Rates are subject to an upward adjustment on January 1st of each year as follows (rates will NOT be adjusted downward if the calculation is negative):

**C2.5** Until the final adjusted rates are determined, current rates are used to compute applicable fees. Customer will pay any difference between current rates and the final adjusted rates for the period from January 1st through the date Customer receives written notice from Textron Aviation of the final adjustment via a flight hour invoice.

**C2.6** If for any reason the above referenced economic indices, singularly or in combination, are not published or only partially published, Textron Aviation reserves the right to use different published indices, the above referenced published indices from the preceding year, if available; or, if not, the published indices from the most recent preceding year as the basis for determining any rate change appropriate for the forthcoming calendar year.

**C2.7** The following Rate adjustments are applicable to ProParts and ProTech,.

**C2.7.1** The "Consumer Price Index, Urban Wage Earners and Clerical Workers (1967 = 100)," as published by the U.S. Department of Labor, Bureau of Labor Statistics, is the index used to determine the amount of the adjustment. (If this index is discontinued or the basis of its calculation is modified, Textron Aviation, at its sole discretion, will substitute an equivalent index or indices.)

**C2.7.2** The adjustment is determined by the percentage change in the index average for the most recent November-through-October period over the index average for the preceding November-through-October period. Textron Aviation determines the actual percentage change in the index with the February invoice for January flight activity being the first invoice to reflect the adjusted rate.

**C2.8** The following rate adjustments are applicable to PowerAdvantage and PowerAdvantage +.

**C2.8.1** The adjustment will be determined by P&WC and will include changes in Labor rates and published P&WC Engine Parts prices.

**C2.9** The following Rate adjustments are applicable to AuxAdvantage.

- C2.9.1** Changes in the Average Hourly Earnings per Production Worker, as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS), North American Industry Classification System (NAICS) Code 3364, shall be used to compute 70% of the new Hourly Usage Rate.
- C2.9.2** Changes in the Producers Price Index, BLS Code 10 (WPU 10), Metal and Metal Products, as published by the U.S. Department of Labor, Bureau of Labor Statistics, shall be used to compute 30% of the new Hourly Usage Rate.
- C2.9.3** The comparison period from year to year for calculating rate changes based on the aforementioned indices shall be January through June. Data used in these comparisons shall be data available from the Bureau of Labor Statistics as of September 1st of the current year.
- C2.9.4** If the computation results in a value less than 3%, then the final escalation will be 3%. When the computation results in a value between 3% and 5%, the escalation percentage will be as calculated and no further adjustments will be made. If the computation results in a value greater than 5%, the escalation will be 5% plus one-half of the amount in excess of the 5% base. For example, if the computed value is 8%, then the final escalation percentage would be 6.5% (5% + [1/2 of 3%]).

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## **D1.0 TITLE AND SHIPMENT**

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Except as otherwise stated in this Agreement, this Section D1.0 is applicable to ProParts, PowerAdvantage+, PowerAdvantage, AuxAdvantage, and ProTech:

**Title.** Textron Aviation warrants that it has good title, free and clear of any and all mortgages, liens, charges, encumbrances, or security interests whatsoever, to all Parts (and Consumables) provided hereunder.

**Risk of Loss.** Delivery of any Part (and Consumables) by Textron Aviation to Customer will be FCA (Free Carrier) (Incoterms 2010) shipping point as determined by Textron Aviation. Title and all financial risks of loss pass to Customer upon delivery thereof by Textron Aviation (or its agent) to a commercial carrier or freight forwarder. Title and all financial risks of loss remain with Customer for returned Parts until received, inspected, and accepted by Textron Aviation.

**Insurance.** As applicable, all items shipped by Owner or Designee will be insured by Owner or Designee during transit for not less than the catalog value of the shipped Items.

**Textron Aviation Ownership of Parts.** Ownership of all Parts that are required to be returned under a Program automatically transfers to Textron Aviation (whether any credit is allowed) upon delivery of a Serviceable Part by Textron Aviation to Customer. Textron Aviation has the right to a priority lien on any Part or Core for which Customer fails to pay and/or return to Textron Aviation as required herein.

**Costs.** Customer is responsible for paying Textron Aviation for all handling, packing, crating, transportation, insurance, storage costs and other costs incurred by Textron Aviation in connection with a Program.

**Reusable Containers.** Textron Aviation determines when reusable containers must be utilized for returning a removed Part. Customer is liable and will be charged for damaging a reusable container. In addition, Customer is liable and will be charged for failing to use and/or return a reusable container as required.

**Import, Export, and Use Permits or Licenses.** Customer is responsible for obtaining, complying with, and paying for all permits, licenses, clearances, and documents required for the import or export of any Part shipped by or to Customer.

**Taxes.** In addition to all other required payments, including state and local sales taxes invoiced pursuant to section C2.0 herein, Customer will pay all taxes and associated charges, including, without limitation, personal property taxes, import duties, import taxes, excise, consumption, assessments, interest, and penalties, which apply to this Agreement (or a Program herein), the Aircraft, Engine, APU, and any transaction contemplated herein, whether imposed on Customer or Textron Aviation. Textron Aviation will notify Customer in writing of any such tax or associated charges, and, within thirty (30) calendar days, Customer will pay such amount directly to the entity imposing the tax and associated charges; reimburse Textron Aviation for such amount; and/or defend and hold Textron Aviation harmless from any attempt to recover such tax and associated charges. If Customer fails to timely act as required herein, Textron Aviation may pay the asserted tax and associated charges and Customer will immediately reimburse Textron Aviation for such payment and all reasonable costs, attorney's fees, and expenses incurred by Textron Aviation arising from or relating to Customer's failure to timely act.

All payments due to Textron Aviation shall be made in full, without set-off, counterclaim, deduction or withholding of any kind. Customer shall ensure that the sums received by Textron Aviation shall be equal to the full amounts expressed to be due Textron Aviation according to its invoice, without deduction or withholding on account of and free from any and all taxes, levies, imposts, dues or charges of whatever nature. If Customer is compelled by law to make any such deduction or withholding, Customer shall pay such additional amounts as may be necessary in order that the net amount received by Textron Aviation after such deduction or withholding shall be equal to the amounts which would have been received in the absence of such deduction or withholding and pay to the relevant

taxation or other authorities within the period for payment permitted by applicable law, the full amount of the deduction or withholding.

**Delay in Performance.** Textron Aviation is not liable for any loss, costs, or damages arising from or relating to any delay in performance or failure to perform in accordance with the terms of this Agreement where the cause of such delay or failure includes, without limitation, delay or failure of suppliers or subcontractors, acts of God, strikes, lock outs, other industrial disturbances, acts of terrorism, wars, blockades, insurrections, riots, governmental action, explosions, fire, flood, or any other cause not within the reasonable control of Textron Aviation. In such event, the time for performance of any Textron Aviation obligation herein is extended for a period equal to the period during which such cause beyond the reasonable control of Textron Aviation continues to exist.

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## E1.0 TERM

Except as otherwise stated in this Agreement, this Section E1.0 is applicable to ProParts, PowerAdvantage+, PowerAdvantage, AuxAdvantage, and ProTech:

**Program Term.** The term for each Program is as identified in this Agreement.

**Renewal.** Each Program in this Agreement is eligible for renewal at the conclusion of its term (1) subject to the terms and conditions of this Agreement; (2) subject to any Textron Aviation-proposed revisions to the terms and conditions of this Agreement; and (3) subject to Customer, Aircraft, Engines, and/or APU-specific usage conditions as calculated and determined by Textron Aviation. Upon renewal of a ProParts or ProTech Program only, Textron Aviation will credit to Customer's appropriate account an efficiency bonus equal to sixty-five percent (65%) of any ProParts or ProTech Positive Account Balance as applicable and Textron Aviation will reset the account balance to zero as of the start date of the renewal. Upon renewal of a ProParts or ProTech Program, any Negative Account Balance from the preceding Program term is eliminated and Textron Aviation will reset the account balance to zero as of the start date of the renewal. Upon renewal of a PowerAdvantage, PowerAdvantage+ and AuxAdvantage only, Textron Aviation will carry forward an amount equal to one hundred percent (100%) of any Positive Account Balance from the preceding Program term. On all other Programs, any Negative Account Balance will carry forward until the Overhaul.

Textron Aviation will provide to Customer in writing any such aforementioned revisions, rates, and usage conditions prior to the conclusion of the Program's term.

**Assignment.** With prior written consent of Textron Aviation, which may be granted or withheld solely at Textron Aviation's discretion, Customer may assign this Agreement only in a written document provided and approved by Textron Aviation. Textron Aviation requires itself, Customer, and the designated assignee to all be signatories to the assignment document. No attempted assignment of this Agreement is complete, valid, or binding upon Textron Aviation unless and until such an assignment is executed by a duly authorized representative of Textron Aviation. Any purported assignment in violation of this Agreement is void. Any purported incorporation, attachment, or reference (or any other act) that has the effect of circumventing or eliminating the requirement of Textron Aviation's prior written consent is void. At Textron Aviation's sole discretion, any involuntary transfer of this Agreement is voidable. This Agreement inures to the benefit of, is binding upon, and is enforceable against the Parties and their respective legitimate successors, assigns, and transferees.

**Termination by Customer.** Upon written request by Customer to Textron Aviation, this Agreement or Customer's enrollment in any Program may be terminated at any time before the expiration of this Agreement's term or the Program's term provided all fees owed to Textron Aviation, and any other amounts owed to Textron Aviation pursuant to this Agreement, have been paid by Customer. In the event of termination of this Agreement or Customer's enrollment in a Program, Customer shall be liable to pay to Textron Aviation the following amounts as of the start date of such event: (i) all Program fees; (ii) any Negative Account Balance(s), and (iii) all other amounts owed by Customer to Textron Aviation pursuant to this Agreement. No Negative Account Balance nor any Positive Account Balance of a Program may be transferred between Programs or to other Agreements unless previous approval has been granted by Textron Aviation.

If any ProAdvantage Program has a Negative Account Balance at the time of assignment, this balance may not transfer to the new Owner, and the Customer must comply with the "Customer Payment Obligations" section below.

If the Aircraft is sold and no written request for termination is obtained from Customer, Textron Aviation may terminate the Agreement using available information.

**Annual Minimums.** Agreements that are assigned or transferred to new ownership or are terminated in accordance with above paragraph "Termination by Customer" will be responsible for fees associated with a prorated minimum

hour amount calculated from anniversary date to the date of transfer or termination. This applies only to ProParts, PowerAdvantage, PowerAdvantage+, and AuxAdvantage.

**Termination by Textron Aviation.** At any time, Textron Aviation may terminate this Agreement, terminate Customer's enrollment in any Program, and/or suspend any benefit provided herein immediately upon written notice of termination or suspension to Customer in the event of any or all of the following:

- E1.1** Customer fails to perform any Customer obligation in accordance with this Agreement and does not cure or remedy such failure to the reasonable satisfaction of Textron Aviation within a period of thirty (30) calendar days after written notice of such failure is given by Textron Aviation to Customer. Written notice to be sent to the address of record (typically listed on the contract). It is the customer's responsibility to notify the Textron Aviation of any name/address changes.
- E1.2** Customer becomes insolvent or suspends business; Customer files a voluntary petition in bankruptcy, or proceedings in bankruptcy are instituted against Customer and are not dismissed within a period of thirty (30) calendar days thereafter; a court of competent jurisdiction takes and retains jurisdiction over the assets of Customer for a period of at least thirty (30) calendar days; and/or a receiver or trustee is appointed with respect to the property of Customer by a court of competent jurisdiction and is not discharged within a period of thirty (30) calendar days thereafter.
- E1.3** Customer makes a purported assignment that is void in accordance with this Agreement or as a matter of law; and/or this Agreement, or any right or duty hereunder, is transferred involuntarily or as a matter of law.
- E1.4** Customer fails to execute any license required for owning, operating, and/or using the Aircraft, Engines, Parts, systems, or subscriptions.
- E1.5** The use of the Aircraft is misrepresented, unlawful, and/or for an unlawful purpose.
- E1.6** The Aircraft is damaged beyond economic repair as determined solely by Textron Aviation.
- E1.7** The sale of the Aircraft or any Part or system thereof.
- E1.8** At its sole discretion, Textron Aviation decides to end this Agreement or Customer's enrollment in the Program.

**Re-enrollment After Termination.** If this Agreement is terminated by Textron Aviation for any reason, consideration for re-enrollment will result in review of eligibility, and any re-enrollment will be subject to a re-instatement fee of up to \$25,000, as determined by Textron Aviation in its sole discretion.

Re-enrollment into any of the Programs after being terminated by Textron Aviation will be prohibited if Customer's ProAdvantage Agreement has been terminated for 60 days or longer. After 60 days Customer will be required to enter into a new Agreement and would remain subject to the terms and conditions of the "Re-enrollment After Termination" section above.

**Customer Payment Obligations.** In the event of any suspension, termination, cancellation, revocation, and/or expiration of this Agreement or Customer's enrollment in a Program (other than a Program reaching the end of its term without a renewal), Customer shall be liable to pay to Textron Aviation the following amounts as of the start date of such event: (i) all Program fees; (ii) any Negative Account Balance(s), and (iii) all other amounts owed by Customer to Textron Aviation pursuant to this Agreement. No Negative Account Balance nor any Positive Account Balance of a Program may be transferred between Programs or to other Agreements. Textron Aviation and Customer agree that if Textron Aviation prevails in any legal proceeding against Customer for any amount owed pursuant to this Agreement, then all of Textron Aviation's legal expenses, including, without limitation, attorney

fees, court costs, and other fees and costs are the sole responsibility of, and will be paid by, Customer. All of Textron Aviation's rights and all of Customer's obligations in this Section E1.0 Subsection "Customer Payment Obligations" survive the suspension, termination, cancellation, revocation, and/or expiration of this Agreement.

**Notices.** All written notices and other written communications Customer is required to provide Textron Aviation in accordance with this Section E1.0 are to be sent to the following address (or as otherwise designated in writing by Textron Aviation): ProAdvantage Management, Textron Aviation Service Parts & Programs, 7121 Southwest Boulevard, Wichita, Kansas 67215, U.S.A.

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## F1.0 MISCELLANEOUS

Except as otherwise stated in this Agreement, this Section F1.0 is applicable to ProParts, PowerAdvantage+, PowerAdvantage, AuxAdvantage, and ProTech:

**Customer Acknowledgement.** Customer acknowledges reviewing, understanding, and agreeing to the terms and conditions of this Agreement which includes its attachments. When Owner and Operator are both signatories to this Agreement, each is the agent of the other as to all acts and omissions arising from or relating to this Agreement and each is jointly and severally liable to Textron Aviation.

**Textron Aviation Acceptance Required.** This Agreement is not valid or binding upon Textron Aviation unless and until it is executed by a duly authorized representative of Textron Aviation. The Parties agree the place of contract formation is Wichita, Kansas, United States of America.

**Entire Agreement.** This Agreement and any amendments, addenda, and attachments hereto constitute the entire agreement between the Parties and supersede all prior agreements, understandings, representations, negotiations, and correspondence, written or oral, between the Parties. This Agreement may be amended, supplemented, or modified only by a written instrument duly executed by the Parties. Notwithstanding anything to the contrary in this Agreement, the automatic renewal of this Agreement (or a Program herein) does not require a written instrument executed by the Parties when such renewal is in accordance with the provisions of this Agreement. All amendments, addenda, and attachments to this Agreement are incorporated by reference and made a part of this Agreement.

**Nondisclosure.** This Agreement is a proprietary work of Textron Aviation and, as such, is confidential. During and after the existence of this Agreement, Customer shall preserve the confidentiality of this Agreement and all information disclosed by Textron Aviation related to this Agreement; and shall not disclose without the prior written consent of Textron Aviation any such information and any terms and conditions of this Agreement, in whole or in part, to any third party.

**Limitation of Liability.** IN NO EVENT WILL TEXTRON AVIATION BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT (AND ANY TRANSACTION CONTEMPLATED HEREIN), WHETHER THE CLAIM IS BASED IN TORT, CONTRACT, EQUITY, OR AT LAW, INCLUDING, WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFIT, LOSS OF INCOME, OR LOSS OF SAVINGS, EVEN IF ANY PARTY WAS ADVISED OF THE POSSIBILITY THEREOF.

**Nonwaiver.** Should Textron Aviation not require performance by Customer of any provision of this Agreement, Textron Aviation's right to require such performance at any time thereafter is in no way affected. The waiver by Textron Aviation of a breach of any provision of this Agreement does not constitute a waiver of any preceding or succeeding breach of the same or any other provision.

### Dispute Resolution

**F1.1** The Parties shall strive to settle amicably, in good faith, and with due diligence any dispute arising from or relating to this Agreement.

**F1.2 Governing Law.** Textron Aviation and Customer agree this Agreement will be deemed made and entered into within the State of Kansas, upon its acceptance by Textron Aviation, and that this Agreement will be wholly performed and administered by Textron Aviation within the State of Kansas, and the laws of the State of Kansas (without giving effect to its conflicts of law principles) govern all matters arising from or relating to this Agreement and all of the transactions contemplated herein, including, without limitation, validity, interpretation, construction, performance, and enforcement of this Agreement. The Parties expressly agree to exclude from this Agreement the 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended, and any successor thereto.

This Agreement is not interpreted or construed for or against any Party on the basis of which Party drafted this Agreement.

**F1.3 Forum Selection.** Any dispute arising under, out of, or related in any way to this Agreement, the legal relationship between Textron Aviation and Customer or the transaction that is the subject of this Agreement will be adjudicated solely and exclusively in the state or federal courts sitting in Wichita, Kansas. Each of the parties consent to the exclusive, personal jurisdiction of these courts and, by signing this Agreement, waives any objection to the jurisdiction or venue of the state or federal courts sitting in Wichita, Kansas. The disputes to which this provision applies include, without limitation, those arising from any claim by or between Customer and any third party to any amount claimed to be due under this Agreement, and among the remedies available to Textron Aviation, without limitation or exclusion of any others, shall be the right to interplead any such claimed amounts into such courts.

**Notices.** Any notice required or permitted to be given hereunder shall be in writing (unless otherwise specifically authorized herein) and shall be sufficiently given if delivered personally or transmitted by facsimile, certified mail, registered mail, or courier service. In all cases where a facsimile is transmitted, both Textron Aviation and Customer agree to provide the other with originals of the transmitted documents by courier service within one (1) calendar week of the date of the facsimile transmittal. The date of effective notice is the earliest of the date of transmitting of the facsimile, the date of personal delivery of the document, or the date of sending the document by certified mail, registered mail, or courier service. When Owner and Operator are both signatories to this Agreement, notice given to either Owner or Operator constitutes notice to both Owner and Operator.

**Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable (in whole or in part), this Agreement and all of its remaining provisions (and parts thereof) remain in effect. The “Table of Contents” and the headings in this Agreement are for convenience only and do not affect the interpretation or construction of this Agreement.

**Survivability of Rights and Remedies.** The rights and obligations contemplated herein to survive the suspension, termination, cancellation, revocation, and/or expiration of this Agreement do hereby survive, as do each Party’s remedies.

**All Rights Reserved.** Copyright 2017 Textron Aviation. Textron Aviation reserves all rights. Except as otherwise expressly stated in this Agreement, Textron Aviation has the right to retain for its sole benefit all monies paid or credited to Textron Aviation by Customer (or on Customer’s behalf) arising from or relating to this Agreement. Textron Aviation exercises its rights without prejudice to any of its other rights or remedies at law or in equity. Citation, ProAdvantage, ProParts, PowerAdvantage+, PowerAdvantage, AuxAdvantage, and ProTech are registered trademarks or trademarks of Textron Aviation.

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