



Maintenance Service Plan (MSP) – APU model GTCP36- 150BD

This Maintenance Service Plan (MSP) agreement ("Agreement") dated 11/09/2022 ("Effective Date") is entered into between Honeywell International, Inc., a Delaware corporation acting through its Aerospace business unit with its primary office at 1944 E. Sky Harbor Circle, Phoenix, Arizona 85034 ("Honeywell") and Executive Flight Services, a LLC (entity type), having a place of business at 2000 Grand Blvd. Ste 700 Kansas City, MO. 64108 (entity address) ("Company"). Each party is sometimes also referred to as "Party", and collectively as "Parties".

OVERVIEW

Honeywell's MSP Agreement is used to provide Auxiliary Power Unit ("APU") maintenance coverage for both scheduled and unscheduled maintenance services as a supplement to the commercial APU warranty or when the APU warranty has expired. The applicable pricing and scope of work for this Agreement are as set forth in in the body of this Agreement and the Exhibits.

TERM OF AGREEMENT

The term (the "Term") of this Agreement is from the Effective Date on Page 2, for a period of sixty (60) months.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements, communications, or representations, either verbal or written between the Parties hereto. Any oral understandings are expressly excluded. This Agreement may not be changed, altered, supplemented or added to except by the mutual written consent of the Parties' authorized representatives.

For good and valuable consideration, the nature and adequacy of which is hereby acknowledged, the Parties agree this Agreement is effective as of the Effective Date.

Executive Flight Services

Signature: Kebra Chilson

Name: Kebra Chilson

Title: Parts Manager

Date: 11/09/2022

HONEYWELL INTERNATIONAL INC. Aerospace

Signature: Monica Hughes

Name: Monica Hughes

Title: MSP Program Manager

Date: November 18, 2022

GTCP36-150BD AUXILIARY POWER UNIT (APU) MAINTENANCE SERVICE PLAN (MSP) AGREEMENT

Effective Date of Agreement: September 30, 2022 Agreement Number: 440120985
Aircraft Make: BOMBARDIER Model: CHALLENGER 300 Serial Number: 20428
Delivery Date to Owner / Operator: 9/30/2022 Registration Number: N300ER
APU Model: 36-150BD APU Serial Number: P-544
APU Operating Hours (TSN)*: 1908.3 Aircraft Flight Hours (TSN)*: 2265.9

* as of Agreement Renewal Date or Aircraft Delivery Date to Owner / Company, as applicable.

-THE PARTIES-

Below Section Must Identify At Least Two (2) Different Contact Persons

REGISTERED OWNER'S CONTACT

Email: randy@conexon.us
Telephone: 816.289.0864
Mobile: 816.289.0864
Name of Contact: Randy Klindt
Title: Partner

REGISTERED OWNER'S ADDRESS

Company: Conexon
Address: 2000 Grand Blvd Ste 7000
Address: _____
City & State: Kansas City, MO.
Country & Postal Code: USA 64108

AIRCRAFT OPERATOR'S CONTACT

Email: managedmx@flyairshare.com / kchilson@flyairshare.com
Telephone: 816.225.1817
Mobile: 816.225.1817
Name of Contact: Kebra Chilson
Title: Parts Manager

AIRCRAFT OPERATOR'S ADDRESS**

Company: Executive Flight Services
Address: 8345 Lenexa Drive
Address: Suite 120
City & State: Lenexa, KS.
Country & Postal Code: USA 66214

****Address used to determine applicable U.S. State and Local taxes on MSP invoices.**

RESPONSIBLE PARTY FOR MONTHLY USAGE REPORTING

Email: managedmx@flyairshare.com / rcaponetto@flyairshare.com
Telephone: 816.410.8090
Mobile: 816.410.8090
Name of Contact: Rebekkah Caponetto
Title: Managed and Charter Billing Lead

COMPANY NAME TO BE LISTED ON INVOICES

Company: Executive Flight Services
Address: 8345 Lenexa Drive
Address: Suite 120
City & State: Lenexa, KS.
Country & Postal Code: USA 66214

HONEYWELL – Contact Us

Telephone: 1-602-365-6442
Fax: 602-822-7502
Email: MSPcontracts@Honeywell.com

PREAMBLE

Whereas Honeywell desires to offer GTCP36-150BD support services to qualified Company, consisting of, as defined herein:

- A. Parts and labor (excluding overtime charges) for Scheduled Maintenance such as Detailed Hot Section Inspections;
- B. Parts and labor (excluding overtime charges) for Unscheduled Maintenance;
- C. Parts and labor (excluding overtime charges) for alert and recommended Service Bulletins accomplished in accordance with the instructions and compliance recommendations of the Service Bulletin;
- D. Rental Auxiliary Power Units at the time of extended Unscheduled Maintenance;
- E. Coverage of Wear and Tear Components during Foreign Object Damage (FOD) Repairs,
- F. Exchange Auxiliary Power Unit Components and/or Line Replaceable Units at the time of Unscheduled Maintenance or Scheduled Maintenance; and

WHEREAS, qualified Company desire to obtain such support services from Honeywell, then in consideration thereof, Company and Honeywell mutually agree as follows:

1. DEFINITIONS

The following words and phrases when used in this Agreement will have the meaning and definition set forth:

A. ABUSE means:

- 1. The failure to have accomplished the proper maintenance, repair and/or modifications of an APU as required by Honeywell's applicable Service Bulletins, maintenance manuals and repair manuals at the times specified by and at facilities approved by Honeywell.
- 2. Any operation, testing, use or storage of an APU which is not in accordance with the applicable Honeywell and/or Aircraft manufacturer's publications, directions and instructions;
- 3. Any misuse, negligence, neglect or wrongful act affecting an APU;
- 4. Any accident or act of God resulting in damage, fatigue or unusual wear to an APU.
- 5. Abrasion, erosion or corrosion resulting from the effects of exposure to severe environments, for example, salt air, industrial pollution, sand, or ash.

B. AIRCRAFT means the particular aircraft identified on Page 2.

C. AUTHORIZED SERVICE CENTER means a maintenance facility with the necessary level of authorization both from Honeywell and from the applicable regulatory

authorities to perform maintenance activities on the APU as required by Company. Authorized Service Centers may be operated by Honeywell or by independent entities.

- D. AUXILIARY POWER UNIT (APU)** means the particular GTCP36-150BD Auxiliary Power Unit identified on Page 2, including Line Replaceable Units (LRUs) and all Components for such an APU originally furnished by or through Honeywell.
- E. AUXILIARY POWER UNIT (APU) OPERATING TIME** means the time interval between APU start and APU shutdown as indicated by the APU hour meter and as recorded in the APU Logbook.
- F. COMPONENT** means a part of the APU supplied by or through Honeywell as referenced in the Illustrated Parts Catalog.
- G. CONSUMABLE PART** means a Component which is replaced regardless of apparent condition during the course of removal, maintenance, repair or inspection.
- H. DETAILED HOT SECTION INSPECTION** means the disassembly, inspection, repair, and reassembly of the combustion and exhaust section of an APU in accordance with the requirements of applicable Service Bulletins and applicable section of the APU maintenance manual.
- I. EXCHANGE APU** means a Honeywell owned Auxiliary Power Unit provided as a permanent replacement for an APU covered under this Agreement. Such exchange constitutes transfer of title as documented by the execution of a Honeywell APU exchange agreement or equivalent.
- J. FOREIGN OBJECT DAMAGE (FOD)** means damage caused by debris or any substance external to the APU.
- K. FOD REPAIR** means Unscheduled Maintenance resulting from a single FOD incident of sufficient severity, when such damage is sustained or upon its discovery, to require repair before further use.
- L. ILLUSTRATED PARTS CATALOG** or IPC means a so-titled Honeywell publication depicting the parts of the APU.
- M. LINE REPLACEABLE UNIT (LRU)** means a Component which may normally be removed and replaced without the disassembly of any of the primary rotating components of the APU. A representative list of Line Replaceable Units includes but is not limited to:

Combustion Chamber
Combustor Cap
Combustor/Plenum Drain Valves
Electrical Wiring Harness
Electronic Control Unit
Fuel Control Unit
Fuel Line
Fuel Nozzle (Atomizer)
Fuel Shutoff Valve

High Oil Temperature Switch
Hour Meter
Ignition Unit, Igniter and Lead
Immersion Thermocouple
Load Control Valve
Low Oil Pressure Switch
Motional Transducer
Pneumatic Shutoff Valve (Surge)
Starter Motor (APU)

- N. ON-CONDITION MAINTENANCE** means those inspections described in the applicable APU and/or Aircraft maintenance manual that comprise an Original Equipment Manufacturer (OEM) alternative maintenance program whereby a scheduled Detailed Hot Section Inspection is not required. Such inspections include the replacement of time expired components which have reached their service life limit but does not include those inspections included within the definition of Periodic Inspection.
- O. COMPANY** means the responsible party, who has entered into this Agreement and assumed the responsibilities hereunder as evidenced by becoming signatory hereto.
- P. PERIODIC INSPECTION** means inspection and serviceability checks (not including oil) and filter replacements as defined in the applicable APU maintenance manual, excluding Detailed Hot Section Inspections and On-Condition Maintenance.
- Q. PURCHASER** means an individual or company to whom ownership of the Aircraft is transferred during the terms of this Agreement.
- R. RENTAL APU** means a Honeywell owned APU provided to the Company by Honeywell under the terms of this Agreement. The applicable MSP Hourly Usage Rate in effect at the time for the Company's removed APU, as specified in Exhibit A, attached hereto and incorporated herein, will apply, except during repairs for Abuse or Foreign Object Damage in which case Honeywell's normal Rental APU charges will apply.
- S. SERVICEABLE APU** means an APU in reasonable operating condition within the limits defined in Honeywell's manuals, specifications and/or publications.
- T. SERVICE BULLETIN** means a Honeywell publication identified as a service bulletin, issued from time to time for the purpose of communicating updated maintenance information to Company and Authorized Service Centers. Service Bulletins are classified according to severity, and include instructions for timing of incorporation. For the purpose of this Agreement, Service Bulletins may be referred to as alert, recommended, or optional.
- U. TROUBLESHOOTING** means an investigative type of maintenance action resulting in the identification and isolation of a malfunctioning or failed APU.
- V. UNSCHEDULED MAINTENANCE** means unexpected and/or emergency type of repairs necessitated by malfunctions of an APU.
- W. UNSERVICEABLE APU** means an APU which is not in reasonable operating condition within the limits defined in Honeywell's manuals, specifications and/or publications. The occurrence of time intervals for accomplishment of Periodic Inspections, Detailed Hot Section Inspections, Service Bulletin modifications and/or precautionary inspections will not be deemed a basis for declaring an APU to be unserviceable.
- X. WEAR AND TEAR COMPONENTS** – Those Components not in reasonable operating condition within the limits defined in Honeywell's manuals, specifications and/or publications as a result of the operation, testing, use or storage of the APU in accordance with Honeywell and/or Aircraft manufacturer's publications, directions and

instructions and does not include those Components not in reasonable operating condition as a direct result of FOD.

2. AUXILIARY POWER UNIT OPERATION, MAINTENANCE AND REPAIR

During the term hereof, Company will operate and maintain the APU in accordance with the Aircraft flight manual, pilot's operating handbook, the applicable APU maintenance manual, Service Bulletins, service information letters (SIL's) and other instructions issued by Honeywell and the Aircraft manufacturer and comply with the requirements of FAA airworthiness directives. APUs will be repaired using "continued time" criteria per Honeywell maintenance manuals.

A. Scheduled Maintenance

1. Company will comply with Honeywell's Spectrometric Oil Analysis Program (S.O.A.P.). APU oil samples and filter elements will be submitted for analysis to Honeywell approved laboratories as outlined in Service Information Letter (SIL) APU-49, Rev. 9, or subsequent revisions. Intervals will be as specified in the SIL, maintenance manual or applicable Service Bulletins. A replacement S.O.A.P. kit, which includes the cost of the laboratory analysis, will be provided to the Company at Honeywell's expense when obtained from an Authorized Service Center. APUs will be repaired using "continued time" criteria per Honeywell maintenance manuals.
2. Periodic Inspections will be performed at Honeywell's expense for parts and at Company's expense for labor.
3. Detailed Hot Section Inspections, if applicable, will be performed at Honeywell's expense for parts and labor (excluding overtime charges) when accomplished by an Authorized Service Center. All labor charges associated with gaining access to and the removal and replacement of APUs and LRUs will be the Company's responsibility.
4. On-Condition Maintenance, if applicable, will be accomplished by an Authorized Service Center at Honeywell's expense for parts and labor (excluding overtime charges). All labor charges associated with gaining access to and the removal and replacement of APUs and LRUs will be the Company's responsibility.
5. Honeywell will use commercially reasonable efforts, based on availability, to provide a Rental APU for Company's use when the Company's APU is removed from the Aircraft and forwarded to an Authorized Service Center for maintenance or repair services. All Rental APUs furnished under this Agreement will be made available pursuant to Article 2.G. of this Agreement.

B. Unscheduled Maintenance (Excluding Abuse and Foreign Object Damage)

1. Unscheduled Maintenance will be performed at Honeywell's expense for parts and labor (excluding overtime charges) when accomplished by an Authorized Service Center, including the actual amount of labor hours expended in Troubleshooting up to a maximum of ten (10) hours. All labor charges associated with Troubleshooting in excess of ten (10) hours, gaining access to, and the removal and replacement of APUs and LRUs will be the Company's responsibility.

2. Unscheduled Maintenance will be performed at Honeywell's expense for parts and at the Company's expense for labor when accomplished by any maintenance facility other than an Authorized Service Center.
3. Whenever the Company reasonably believes that an APU requires Unscheduled Maintenance, Company will notify the Authorized Service Center of its choice of the location and condition of the Unserviceable APU. In response to and within forty-eight (48) hours after receiving such notice, Honeywell will initiate the following actions:
 - a. At its option, dispatch a Honeywell Representative to the location of the Unserviceable APU to verify its condition; and/or,
 - b. Dispatch a Serviceable APU/Component to the location specified by the Company in exchange for the Unserviceable APU/Component; or,
 - c. Effect a timely repair of the Unserviceable APU/Component. Honeywell may elect to furnish, for a reasonable period of time, a substitute Serviceable APU/Component to the Company while Company's Unserviceable APU/Component is being repaired. All Rental APUs furnished under this Agreement will be made available pursuant to Article 2.G. of this Agreement.

C. Service Bulletins

1. Honeywell alert and recommended Service Bulletins will be performed at Honeywell's expense for parts and labor (excluding overtime charges) in accordance with the instructions and compliance recommendations published in the respective Service Bulletin and when accomplished by an Authorized Service Center; otherwise, labor expenses will be the Company's responsibility.
 2. Honeywell optional Service Bulletins will be performed at Company's discretion and sole expense unless incorporated solely at the discretion of Honeywell.
- D. All removed, nonconsumable hardware replaced during APU maintenance or repair activity becomes the property of Honeywell.
- E. Company will be solely responsible for all costs incurred for incoming inspections, preparation for test and the incoming (as-received) test cell and/or bench test runs on returned APUs if the cause for removal is not verified.
- F. Honeywell or any of its Authorized Service Centers reserves the right to use, at its sole discretion, either new or reworked hardware in performing APU maintenance or repairs.
- G. As a condition of Honeywell furnishing a Rental APU or Exchange APU to the Company, a Honeywell APU rental agreement or an APU exchange agreement, as appropriate, will be executed between Company and Honeywell pursuant to the following:

Company acknowledges and agrees that all Rental APUs and Exchange APUs furnished under this Agreement are made available pursuant to Honeywell's then current standard bailment or exchange APU agreement, as applicable, a copy of which is available from the Honeywell Authorized Service Center furnishing the Rental or

Exchange APU; or, for consultation by accessing Honeywell's MSP Internet Website at <https://aerospace.honeywell.com/en/learn/services/asset-availability/engine-rental-bank>.

- H. The Company will ensure all removed, Unserviceable APUs are shipped to and received by an Authorized Service Center in accordance with the Honeywell Bailment Agreement, after receipt of a serviceable Rental APU or Exchange APU. Failure by Company to return a Rental APU within fifteen (15) calendar days after Company's removed APU has been repaired and returned in a serviceable condition to the location of Company's choice for reinstallation in the Aircraft, will subject Company to Honeywell's then current Rental APU and late return charges, as applicable.
- I. Except as provided specifically in Article 2. C. Service Bulletins, Honeywell will not be obligated to convert any APU to any later or improved model of that APU series. In place of an identical APU removed from Company's Aircraft, Honeywell may, at its option, furnish Serviceable APUs of later or equivalent design compatible with Company's Aircraft.
- J. This Agreement provides coverage for only the APU identified on Page 2 while installed on the Aircraft. Exchange APUs will also be covered while installed on the Aircraft provided the following items are accomplished:
 - 1. Company will notify Honeywell MSP Contracts of the installation of an Exchange APU within seven (7) calendar days following its installation in the Aircraft by submitting a completed Honeywell APU exchange agreement or equivalent.
 - 2. Upon installation of an Exchange APU pursuant to the terms of the APU exchange agreement and receipt by Honeywell of said APU exchange agreement, the provisions hereof will then apply to the newly installed Exchange APU.

K. Abuse, Foreign Object Damage and Missing Items

- 1. Company warrants and covenants to Honeywell that all known or suspected Abuse or damage to the APU will be reported to Honeywell or to the Authorized Service Center repairing or receiving the APU.
- 2. In the event that an APU is returned due to Abuse to Honeywell or to any of its Authorized Service Centers, or an APU requires, in whole or in part, repairs due to Abuse, the Company will be responsible for all expenses associated with returning the APU to a serviceable condition according to applicable maintenance manual procedures. Company is responsible for any and all costs, including but not limited to Wear and Tear Components and Consumable Parts repaired or replaced, required to return the APU and all associated Components to Serviceable condition.
- 3. In the event that an APU is returned due to FOD to Honeywell, or an APU requires, in whole or in part, repairs due to FOD, the Company will be responsible for all expenses associated with returning the APU to a serviceable condition according to applicable maintenance manual procedures with the exception of the parts and repair required for Wear and Tear Components, which will be at Honeywell's expense. Company is responsible for any and all other costs, including but not limited to Consumable Parts repaired or replaced, required to return the APU and all associated Components to serviceable condition.

4. Company will pay to Honeywell or to its Authorized Service Centers, the suggested retail price in effect at the time for any component missing from an APU at the time of receipt thereof by the Authorized Service Center.

L. Intensive Service

Company warrants to Honeywell that the APU covered by this Agreement has not been and will not be operated in any intensive service, including without limitation, exclusive aircrew training, hostile military, commuter/regional airline, or maritime low level flight operations.

3. MONTHLY PAYMENT AND MINIMUM SERVICE CHARGE

- A. Payments: In return for the benefits provided herein, the Company will make monthly payments to Honeywell that are equal to the APU Operating Time logged for the APU enrolled hereunder during the preceding month multiplied by the applicable MSP Hourly Usage Rate as specified in "Exhibit A." Company's responsibility for reporting and payment under the terms of this Agreement will commence with the Aircraft (TSN) and APU Operating Hours (TSN) reflected on Page 2 herein.
- B. The minimum service charge payable to Honeywell will be based on 75 hours of APU Operating Time for the enrolled APU (including Rental APUs) per contract year. The first contract year will be twelve (12) consecutive months beginning with the 1st day of the month this Agreement became effective, as specified on Page 2 herein. Subsequent contract years will begin on the anniversary of that date. A Company not fulfilling this minimum annual APU Operating Time requirement will be invoiced annually for the difference between Company's actual APU Operating Time and the 75 hour minimum multiplied by the MSP Hourly Usage Rate in effect at time of invoice per the terms of Exhibit A.
- C. Reporting Requirements: Within ten (10) calendar days after the end of each month, Company will report on a form to be supplied and available on the MSP reporting website (Monthly Status/Invoice Form), the appropriate Aircraft and APU operational information including the Aircraft flight hours and APU Operating Time recorded during the preceding month. For the purposes of said monthly flight activity reports and payments under this Agreement, the APU Operating Time will be used as the basis for reporting and calculating the APU monthly remittance due. If for any reason no APU Operating Time is logged during any calendar month, the Monthly Status/Invoice Form will nevertheless be prepared by Company and sent in to Honeywell in the normal reporting manner.
- D. Payment Method: Within fifteen (15) calendar days notification from Honeywell that a direct debit payment processing tool is available, Company will establish an account in the tool and agrees that Honeywell may process all future payments as direct debits from Company's account pursuant to the instructions provided in the tool on the payment due date specified herein. In the event that Company does not establish a direct debit account, Honeywell may add a payment processing fee of \$1200 to each invoice.

- E. **Payment Due Date:** Company's monthly payments are due on the fifteenth (15th) day following the end of each monthly reporting period "Payment Due Date." Interest will accumulate on all amounts not received by Honeywell by the fifteenth (15th) day of the month following the reporting period at the rate of eighteen (18) percent per annum (1.5 percent per month).
- F. **Remedies:** If Honeywell does not receive Company's monthly payment by the Payment Due Date, Honeywell may suspend all services to be provided under this Agreement and any other MSP Agreement in effect by and between Company and Honeywell at Honeywell's sole and absolute discretion. Company's failure to make any monthly payment to Honeywell within thirty (30) calendar days of the end of the reporting period shall be considered a material breach of this Agreement and any other MSP Agreement in effect by and between Company and Honeywell and each such MSP Agreement may be terminated by Honeywell in accordance with the Termination for Default section. These remedies are in addition to all remedies available to Honeywell under this Agreement or applicable law.
- G. Company will pay all reasonable attorney fees, expenses and costs incurred by Honeywell in attempting recovery of any sum due and owed to it by Company, including a late payment collection and processing fee of \$500.00 USD that will apply to each late invoice. This late payment collection and processing fee will be assessed on the sixteenth (16th) day of the month following the reporting period.

4. ASSIGNMENT

Neither Party will assign any rights or obligations under this Agreement without the advance written consent of the other Party, which consent will not be unreasonably withheld or delayed except that either Party may assign this Agreement in connection with the sale or transfer of all or substantially all of the assets of the product line or business to which it pertains. Any attempt to assign or delegate in violation of this clause will be void.

5. TAXES, DUTIES AND TRANSPORTATION

- A. All insurance, transportation and repair logistic expenses related to on-site maintenance activities, such as mobile repair units, personnel and equipment charges, and all expenses related thereto, incident to the repair, exchange, or loan of APU units will be paid by Company.
- B. Honeywell's pricing excludes all taxes (including but not limited to, sales, use, excise, value-added, and other similar taxes), tariffs and duties (including but not limited to, amounts imposed upon the Product(s) or bill of material thereof under any Trade Act, including, but not limited to, the Trade Expansion Act, section 232 and the Trade Act of 1974, section 301) and charges (collectively "Taxes"). Company will pay all Taxes resulting from this Agreement or Honeywell's performance under this Agreement, whether imposed, levied, collected, withheld, or assessed now or later. If Honeywell is required to impose, levy, collect, withhold or assess any Taxes on any transaction under this Agreement, then in addition to the purchase price, Honeywell will invoice Company for such Taxes unless at the time of order placement, Company furnishes Honeywell with an exemption certificate or other documentation sufficient to verify exemption from the Taxes.

If any Taxes are required to be withheld from amounts paid or payable to Honeywell under this Agreement, (a) such withholding amount will not be deducted from the amounts due Honeywell as originally priced, (b) Company will pay the Taxes on behalf of Honeywell to the relevant taxing authority in accordance with applicable law, and (c) Company will forward to Honeywell, within 60 calendar days of payment, proof of Taxes paid sufficient to establish the withholding amount and the recipient.

In no event will Honeywell be liable for Taxes paid or payable by Company. This clause will survive expiration or any termination of this Agreement.

6. TITLE

Honeywell and Company each warrant that its title is free and clear of all liens, claims and/or encumbrances for each APU exchanged and each will deliver to the other such documents as may be necessary to transfer title and release any liens, claims and/or encumbrances affecting said APUs. If Company's interest is that of a lessee or the APU is subject to liens, claims and/or encumbrances, Company will obtain a release of title and/or lien, claim or encumbrance from the owner or lien, claim and/or encumbrance holder of the APU in a form satisfactory to Honeywell.

7. APU WARRANTY

This Agreement supplements the applicable GTCP36-150BD Auxiliary Power Unit Commercial Warranty in effect at the time the APU was originally delivered by Honeywell.

8. COMPANY's RECORDS

Company will enter in the APU logbook all APU Operating Times required to be recorded for the purpose of this Agreement and/or by the FAA or any airworthiness authority having jurisdiction thereof. In addition, Company will record in the APU logbook the APU operating events, modifications, repairs and maintenance as prescribed by Honeywell instructions and will furnish such information to Honeywell or to its Authorized Service Centers from time to time upon reasonable request. Company further agrees to grant to Honeywell Representatives access to the Aircraft and APU operating records upon reasonable request. Company warrants to Honeywell that all data recorded in the Aircraft and APU logbooks or otherwise reported to Honeywell or to its Authorized Service Centers is correct. Honeywell may receive data output from, input to, generated by or otherwise accessible through the APU as a result of its use or operation and including data provided by Company under this Agreement (hereinafter "APU Data"). Company gives Honeywell the irrevocable right to retain, use, copy, modify, license, and disclose the APU Data for any purpose. The APU logbook will be shipped with an APU when returned to Honeywell or to one of its Authorized Service Centers for maintenance.

9. LIMITATION OF LIABILITY

- A. THE UNDERTAKING OF HONEYWELL TO FURNISH APUs AND PROVIDE LABOR (EXCLUDING OVERTIME CHARGES) WILL BE ITS SOLE AND EXCLUSIVE LIABILITY TO THE COMPANY UNDER THIS AGREEMENT WITH RESPECT TO UNSERVICEABLE APU. WITH THE EXCEPTION OF THE HONEYWELL COMMERCIAL WARRANTY FOR APU AS SPECIFIED IN ARTICLE APU WARRANTY HEREIN, ALL OTHER WARRANTIES, GUARANTEES, OBLIGATIONS, LIABILITIES, RIGHTS AND REMEDIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY OBLIGATION OR LIABILITY OF HONEYWELL WITH RESPECT TO THE IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OR TRADE, ANY IMPLIED WARRANTY OF NONINFRINGEMENT, AND ANY IMPLIED WARRANTY OF FITNESS AND ANY OBLIGATION OR LIABILITY OF HONEYWELL ARISING IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF HONEYWELL, ACTUAL OR IMPUTED, OR FOR LOSS OF USE, REVENUE OR PROFIT FOR ANY LIABILITY OF COMPANY TO ANY THIRD PARTY, OR ANY OTHER INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARE HEREBY EXCLUDED AND DISCLAIMED. IN NO EVENT WILL HONEYWELL BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.
- B. HONEYWELL WILL IN NO EVENT NOR UNDER ANY CIRCUMSTANCES BE LIABLE TO COMPANY FOR ANY LOSS OF REVENUE, LOSS OF USE, LOSS OF PROFITS, OR ANY SIMILAR BUSINESS LOSS ARISING FROM THE FAILURE OF HONEYWELL TO PERFORM ITS OBLIGATIONS HEREUNDER. IN ANY EVENT, HONEYWELL'S LIABILITY ON ANY CLAIM OF ANY KIND, INCLUDING NEGLIGENCE, FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS AGREEMENT, OR FROM THE PERFORMANCE OR BREACH THEREOF, OR FROM THE MANUFACTURER'S SALE, DELIVERY, RESALE, REPAIR OR USE OF ANY ARTICLE COVERED BY OR FURNISHED UNDER THIS AGREEMENT, WILL IN NO CASE EXCEED AN AMOUNT MORE THAN THE MINIMUM ANNUAL SERVICE CHARGE PAYABLE UNDER THIS AGREEMENT.
- C. EXCEPT FOR HONEYWELL OWNED SERVICE FACILITIES, WHICH ARE UNITS OF HONEYWELL INTERNATIONAL INC., THE AUTHORIZED MSP SERVICE CENTERS, AS SPECIFIED IN CURRENT HONEYWELL PUBLICATIONS, WHEN PERFORMING SERVICES FOR THE COMPANY AS CONTEMPLATED BY THIS AGREEMENT, WILL BE DOING SO AS INDEPENDENT CONTRACTORS AND WILL IN NO CASE BE CONSIDERED AS AGENTS OF HONEYWELL. IN NO EVENT WILL HONEYWELL BE LIABLE FOR SERVICES PERFORMED BY INDEPENDENT CONTRACTORS.

10. FOLLOW-ON CONTRACT

- A. At the expiration of the current period of performance, Honeywell will allow Company to enroll in its then-current service program for APUs of the model identified on Page 2 subject to the terms, conditions, and rates offered by Honeywell at such time and

subject to the terms and conditions below. Company will not be charged an entrance fee for such enrollment if:

1. Company makes application to Honeywell at least sixty (60) calendar days prior to the date of expiration; and
2. Company has a credit standing satisfactory to Honeywell.

11. TERMINATION

A. TRANSFER BENEFITS AND TERMINATION RIGHT OF THE PARTIES

1. In the event of a bona fide sale of the Aircraft to a Purchaser desirous to participate in Honeywell's MSP or MSP *Gold* program, Honeywell will consent to termination of this Agreement with the Company. Honeywell may enter into a follow-on MSP or MSP *Gold* Agreement with the Purchaser subject to the terms, conditions, and rates offered by Honeywell at such time for follow-on MSP or MSP *Gold* Agreements for APUs of the model identified on Page 2 herein. Unless otherwise prohibited by law, entry into such follow-on MSP or MSP *Gold* Agreement will be subject to compliance with each of the following requirements.
 - a. Full payment to Honeywell of all amounts due and owed by Company up until the date of delivery of the Aircraft to the Purchaser; the Purchaser to be responsible therefore in the event Company fails to make payment.
 - b. Receipt and acceptance by Honeywell of Aircraft and APU data and/or documents it deems relevant to establish the Company's liabilities and to verify the serviceability of the APU.
 - c. At Honeywell's option, accomplishment of a serviceability inspection of the APU, at Company's expense, by a Representative of Honeywell which establishes to the satisfaction of Honeywell that the APU meets its requirements for continuation of MSP or MSP *Gold* coverage.
 - d. Honeywell's determination that the Purchaser has a credit standing satisfactory to Honeywell and sufficient financial resources to perform its obligations under a follow-on MSP or MSP *Gold* Agreement.
 - e. Tender to Honeywell of an unamended follow-on MSP or MSP *Gold* Agreement acceptable to Honeywell bearing the proper signature of Purchaser and providing all other information requested therein.
 - f. Full payment to Honeywell of (1) the then currently established Transfer Fee; and, (2) any advance payments then currently required of all Companies entering into an MSP or MSP *Gold* Agreement.
 - g. Written assent of Company to termination of this Agreement upon the acceptance by Honeywell of the follow-on MSP or MSP *Gold* Agreement tendered by Purchaser.
 - h. Acceptance through execution and return to Purchaser by Honeywell of a copy of the follow-on MSP or MSP *Gold* Agreement document tendered by Purchaser.

2. In the event of a bona fide sale of the Aircraft to a Purchaser not wishing to participate in Honeywell's MSP or MSP *Gold* program, Honeywell will consent to termination of this Agreement with the Company upon compliance with each of the following conditions:
 - a. Company will provide written notification to Honeywell advising the date of the sale, the name, address and email address of the Purchaser, the Aircraft and APU Operating Hours recorded at the time of delivery of the Aircraft to the Purchaser, and any other such pertinent information requested by Honeywell.
 - b. Receipt and acceptance by Honeywell of Aircraft and APU data and/or documents it deems relevant to establish the Company's liabilities accrued under this Agreement.
 - c. Full payment to Honeywell of all amounts due and owed by Company up until the date of delivery of the Aircraft to the Purchaser.
3. In the event of such termination above, all payments made under this Agreement will be nonrefundable and Honeywell will have no further obligation with respect to the Aircraft and/or APU.

B. EARLY TERMINATION

1. In the event the Aircraft is damaged beyond economical repair or becomes unrecoverable because of theft, the liability of the Parties in further performance of this Agreement will be terminated. All payments made under this Agreement will be nonrefundable and Honeywell will have no further obligation with respect to the Aircraft and/or APU. Company will provide written notification to Honeywell detailing the event within seven (7) calendar days following the occurrence and will pay to Honeywell all amounts due and owed under this Agreement up to the date of such event.
2. Should Company request termination of this Agreement prior to the normal expiration date hereof, for reasons other than Aircraft sale, nonrepairable Aircraft damage or theft, or this Agreement is terminated for default because of Company's failure to make payments due under this Agreement, Honeywell will have the right to determine the terms and conditions of such premature termination, including but not limited to, Company's obligation to pay the 75 hours of APU Operating Time per year minimum service charge, at current rates on date of request as provided for in Article 3 herein, prorated by month of all months remaining in the normal sixty (60) month term of this Agreement and based on the current MSP Hourly Usage Rate(s) on requested termination date.

C. TERMINATION FOR DEFAULT

In addition to the other termination rights expressed herein, Honeywell will also have such additional rights to terminate this Agreement or suspend its performance upon Company's material breach of the terms of this Agreement or as may otherwise be allowed by law; but, before exercise thereof, Honeywell will give Company thirty (30) calendar days advance notice and opportunity in which to cure any default or failure of a condition to occur.

In the case of a payment default, termination of this Agreement and any other MSP Agreement in force or effect between Honeywell and Company at the time of the payment default shall be effective on the forty-fifth (45th) calendar day of the end of the reporting period ("Termination Date"), unless Company cures the default by providing reporting and payment through the most current monthly reporting period such that Honeywell receives such reporting and payment for the current reporting period and all amounts past due no later than the Termination Date. In addition, if Company does not cure the payment default by the Termination Date, Honeywell may suspend or withhold its performance under any other non-MSP agreement in force or effect between Honeywell and Company at the time of the default notice (Agreement), whether such Agreements were executed before or after the Effective Date of this Agreement, including but not limited to withholding non-FAA-mandated updates. This clause applies to all Agreements, whether entered into before or after the Effective Date of this Agreement and regardless whether such past or future Agreement includes an integration clause. For clarity, this clause supersedes any conflicting language in any Agreement. Upon termination of this Agreement by Honeywell, all payments made under this Agreement will be nonrefundable and Honeywell will have no further obligation with respect to the Aircraft and/or APU.

12. SETOFF

Company will not set off or recoup invoiced amounts or any portion thereof against sums that are due or may become due from Honeywell, its parents, affiliates, subsidiaries or other divisions or units.

13. CHANGES – GENERAL

Company may request changes to the scope of this Agreement subject to written acceptance by Honeywell. Honeywell will inform Company if the change causes a price modification or a schedule adjustment. The change will be effective and Honeywell may begin performance upon the Parties' authorized signature of the change order.

14. NONDISCLOSURE AND NON-USE OF PROPRIETARY INFORMATION

"Proprietary Information" means: (1) any information, technical data or know-how in whatever form, including, but not limited to, documented information, machine readable or interpreted information, information contained in physical components, maskworks and artwork, that is clearly identified as being confidential, proprietary or a trade secret, (2) business related information including but not limited to pricing, manufacturing, or marketing, (3) the terms and conditions of any proposed or actual agreement, between the parties or their affiliates, (4) either party's or its affiliates' business policies, or practices, and (5) the information of others identified as confidential, proprietary or a trade secret that is received by either party under an obligation of confidentiality.

The receiving party will keep all Proprietary Information disclosed confidential for 10 years following the expiration, termination or completion of the work of this Agreement whichever period is longer. Each party will retain ownership of its Proprietary Information including, without limitation, all rights in patents, copyrights, trademarks and trade secrets. No right or license is granted hereby to either party or its customer, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent, patent application or other proprietary right of the other party, notwithstanding the expiration of the confidentiality obligations stated in this clause. Honeywell agrees to use the Proprietary Information of Company only to provide

products or services for Company from Honeywell and not from any other source. Company will not use or disclose Honeywell's Proprietary Information for any other purpose.

The receiving party has no duty to protect information that is: (a) known, publicly, at the time of disclosure or becomes publicly known through no fault of recipient, (b) known to recipient at the time of disclosure through no wrongful act of recipient, (c) received by recipient from a third party without restrictions similar to those in this clause, or (d) independently developed by recipient without use of or reference to the disclosing party's Proprietary Information.

If the receiving party is required to disclose Proprietary Information pursuant to applicable law, statute, regulation, or court order, the receiving party will give the disclosing party prompt written notice of the request to provide a reasonable opportunity to object to the disclosure in order to secure a protective order or appropriate remedy.

Each party acknowledges and agrees that if it breaches any obligations of this Non-Disclosure And Non-Use Of Proprietary Information clause, the other party may suffer immediate and irreparable harm for which monetary damages alone shall not be a sufficient remedy and that, in addition to all other remedies that the non-breaching party may have, the non-breaching party shall be entitled to i) seek injunctive relief, specific performance or any other form of relief in a court of competent jurisdiction, including, but not limited to, equitable relief, to remedy a breach or threatened breach hereof by the breaching party; and ii) enforce this Non-Disclosure And Non-Use Of Proprietary Information clause. The breaching party waives i) all defenses and objections it may have on grounds of jurisdiction and venue, including, but not limited to, lack of personal jurisdiction and improper venue, and ii) any requirement for the securing or posting of any bond in connection with such remedy.

15. SPECIAL TOOLING AND DATA

Special Tooling includes, but is not limited to, jigs, dies, fixtures, molds, patterns, special taps, special gauges, special test equipment, other special equipment and manufacturing aids, and replacement items, now existing or created in the future, together with all related specifications, drawings, engineering instructions, data, material, equipment, software, processes, and facilities created or used by Honeywell in the performance of its obligations under this Agreement. Honeywell owns all Special Tooling, except to the extent an authorized representative of Honeywell specifically transfers title for any Special Tooling in writing to Company. Any transfer of title to Special Tooling does not include transfer of Honeywell's intellectual property used to create, or that may be embodied in the Special Tooling, other than a license to use the Special Tooling without modification.

16. INDEMNITY AGAINST PATENT AND COPYRIGHT INFRINGEMENT

Honeywell will defend Company against any suit arising out of any actual or alleged patent or copyright infringement of a valid United States patent or copyright, to the extent based on the Product as delivered by Honeywell, and indemnify for any final judgment assessed against Company resulting from such suit provided that Company notifies Honeywell in writing promptly after Company is apprised of the third-party claim, and Company agrees to give sole and complete authority, information and assistance (at Honeywell's reasonable expense) for the defense and disposition of the claim.

Honeywell will not be responsible for any compromise or settlement made without Honeywell's prior written consent. Because Honeywell has sole control of resolving infringement claims hereunder, in no event will Honeywell be liable for Company's attorney fees or costs.

Honeywell will have no liability or obligation to defend and indemnify Company with respect to claims of infringement arising out of or based on: (a) Products supplied pursuant to Company's designs, drawings or manufacturing specifications; or (b) Products used other than for their ordinary intended purpose as documented in the Product documentation; or (c) any combination of the Product with any section or service not furnished by Honeywell; or (d) any modification of the Product other than a modification by Honeywell; or (e) damages based on a theory of liability other than infringement by the Product.

Further, Company agrees to indemnify and defend Honeywell to the same extent and subject to the same restrictions set forth in Honeywell's obligations to Company as set forth in this "Indemnity Against Patent and Copyright Infringement" section for any claim against Honeywell based upon a claim of infringement resulting from (a), (b), (c), (d), or (e) of the preceding paragraph.

If a claim of infringement is made, or if Honeywell believes that such a claim is likely, Honeywell may, at its option, and at its expense: (a) procure for Company the right to continue using the Product; (b) replace or modify the Product so that it becomes non-infringing; or (c) accept return of the Product or terminate Company's license to use the infringing Product in the case of a software Product and grant Company a credit for the purchase price or license fee paid for such Product, less a reasonable depreciation for use, damage, and obsolescence. Further, Honeywell may cease shipping infringing Products without being in breach of this Agreement.

If the final judgment assessed against Company is based on the revenue generated from the use of the Product, as opposed to from the sale of the Product by Honeywell to Company (whether alone or in combination with any article or service not furnished by Honeywell), then Honeywell's liability under this indemnity, exclusive of defense costs, shall be limited to a reasonable royalty based on the contract price paid by Company to Honeywell for the Product that gave rise to the claim.

Any liability of Honeywell under this "Indemnity Against Patent and Copyright Infringement" is subject to the provisions of the "Limitation of Liability" section of this Agreement.

This "Indemnity Against Patent and Copyright Infringement" section states the Parties' entire liability, sole recourse and their exclusive remedies with respect to patent and copyright infringement claims. All other warranties against infringement or misappropriation of any intellectual property rights, statutory, express or implied are hereby disclaimed.

17. EXPORT

Each party is responsible for compliance with all import, export, and re-export control laws and regulations and will cooperate as needed.

18. EXCUSABLE DELAY OR NONPERFORMANCE

Except for payment obligations, neither party will be liable to the other for any failure to meet its obligations due to any force majeure event. Force majeure is an event beyond the reasonable control of the non-performing party and may include but is not limited to:

- A. Delays or refusals to grant an export license or the suspension or revocation thereof,
- B. Any other acts of any government that would limit a party's ability to perform under this Agreement,
- C. Fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God,
- D. Quarantines or regional medical crises,

- E. Shortages or inability to obtain materials, equipment, energy, or components,
- F. Labor strikes or lockouts, and
- G. Riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property).

If a force majeure event causes a delay, then the date of performance will be extended by the period of time that the non-performing party is actually delayed, or for any other period as the parties may agree in writing.

Notwithstanding the prior sentence, quantities affected by this force majeure clause may, at the option of Honeywell, be eliminated from the Agreement without liability, but the Agreement will remain otherwise unaffected.

19. GOVERNING LAW & JURISDICTION

This Agreement and all matters related to this Agreement will be governed by, construed in accordance with, and enforced under the laws of the state of Arizona, without regard to conflicts of law principles. Application of the Uniform Computer Information Transactions Act and United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor law to either is specifically excluded.

The Parties waive any right to a trial by jury for disputes and submit to the exclusive jurisdiction of the state of Arizona courts within the United States of America for resolution of disputes. Company will not bring a legal or equitable action more than one year after the cause of action arose unless a shorter period is provided by applicable law.

20. NOTICES

Every notice between the parties relating to the performance or administration of this Agreement will be made in writing and, if to Company, to Company's authorized representative or, if to Honeywell, to Honeywell's authorized representative.

All notices required under this Agreement will be deemed received either:

- A. Two calendar days after mailing by certified mail, return receipt requested and postage prepaid;
- B. One business day after deposit for next day delivery with a commercial overnight carrier provided the carrier obtains a written verification of receipt from the receiving party; or
- C. If sent by e-mail, upon receipt of a non-automated response from the receiving party confirming receipt of the notice.

To Honeywell: Honeywell International Inc.
1944 E Sky Harbor Circle N
Mailstop 2102-327
Phoenix AZ 85034
Name: MSP Contracts
Telephone: 800-601-3099
e-mail: MSPContracts@Honeywell.com

To Company: **Refer to Page 2 Herein**

For legal notices related to this Agreement send an additional copy to:

Honeywell International Inc.
Aerospace-Aftermarket Americas
1944 E Sky Harbor Circle N
Phoenix AZ 85034
Attn: General Counsel
e-mail: Kurt.Luther@Honeywell.com

21. DATA PRIVACY

For purposes of this Agreement, “**Applicable Data Privacy Laws**” means applicable data protection, privacy, breach notification, or data security laws or regulations; “**Personal Data**” is any information that is subject to, or otherwise afforded protection under, Applicable Data Privacy Laws and that relates to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person, or as that term (or similar variants) may otherwise be defined in Applicable Data Privacy Laws.

- A. Each Party may process Personal Data in the form of business contact details relating to individuals engaged by the other Party or its affiliates (“**Staff**”) for the purposes of performing each Party’s obligations under this Agreement and managing the business relationship between the Parties, including their business communication (“**Purposes**”).
- B. The Parties will process such Personal Data as independent data controllers in accordance with the terms of this Agreement and Applicable Data Privacy Laws. Each Party will comply with the following:
 - 1. Ensure the lawfulness of their data collection and the lawfulness of data transfer to the other party;
 - 2. Implement appropriate security measures to protect Personal Data provided by the other Party against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or (remote) access;
 - 3. Protect Personal Data provided by the other Party against unlawful processing by its Staff, including unnecessary collection, transfer, or processing, beyond what is strictly necessary for the Purposes;
 - 4. Prior to any transfer of Personal Data, impose all obligations on third parties involved, as required by this Agreement and Applicable Data Privacy Laws; and
 - 5. Securely delete such Personal Data once it is no longer required for the Purposes.
- C. Each Party shall be responsible for providing necessary information and notifications required by Applicable Data Privacy Laws to its Staff. For purposes of clarity, Honeywell will process any Personal Data concerning the other Party’s Staff in accordance with its website privacy statement, which may be amended from time to time and is accessible at [<https://www.Honeywell.com/en-us/privacy-statement>], and the other Party shall furnish

Honeywell's privacy statement to any of its Staff whose Personal Data is so provided to Honeywell by the other party Where appropriate and in accordance with Applicable Data Privacy Laws, each Party shall inform its own Staff that they may exercise their rights in respect of the processing of their Personal Data against the other Party by sending a request with proof of identity to the other Party's address set forth in this Agreement or provided otherwise by the other Party in this regard.

- D. Where a Party's Personal Data are transferred to a country that has not been deemed to provide an adequate level of protection for Personal Data by Applicable Data Privacy Laws, the other Party will either enter into or apply legally recognized international data transfer mechanisms, including:
1. Standard Contractual Clauses adopted or approved by the competent supervisory authority or legislator;
 2. Binding Corporate Rules which provide adequate safeguards; or
 3. any other similar program or certification that is recognized as providing an adequate level of protection in accordance with Applicable Data Privacy Laws.

22. SANCTIONS

Company represents, warrants, agrees that:

Company is not a "Sanctioned Person," meaning any person or entity : (i) named on the U.S. Department of the Treasury's Office of Foreign Assets Control's ("OFAC") list of "Specially Designated Nationals and Blocked Persons," "Sectoral Sanctions Identifications List" or other economic sanctions lists issued pursuant to a United States governmental authority, the European Union Common Foreign & Security Policy or other governmental authority; (ii) organized under the laws of, ordinarily resident in, or physically located in a jurisdiction that is the subject of sanctions administered by OFAC or the U.S. Department of State (each a "Sanctioned Jurisdiction" and including, at the time of writing, Cuba, Iran, North Korea, Syria, and the Crimea region); or (iii) owned or controlled, directly or indirectly, 50% or more in the aggregate by one or more Sanctioned Persons.

Company is in compliance with and will continue to comply with all economic sanctions laws administered by OFAC, the U.S. Department of State, the European Union, or the United Kingdom ("Sanctions Laws"). Company will not involve any Sanctioned Persons or group of Sanctioned Persons in any capacity, directly or indirectly, in any part of this transaction and performance under this transaction. Company will not take any action that would cause Honeywell to be in violation of Sanctions Laws.

Company will not sell, export, re-export, divert, or otherwise transfer, any Honeywell products, technology, or software: (i) to any Sanctioned Persons; or (ii) for purposes prohibited by any sanctions program enacted by the U.S Government.

Company's failure to comply with this provision will be deemed a material breach of the Agreement, and Company will notify Honeywell immediately if it violates, or reasonably believes that it will violate, any terms of this provision. Company agrees that Honeywell may take any and all actions required to ensure full compliance with all sanctions laws without Honeywell incurring any liability.

23. ECONOMIC SURCHARGES

Honeywell may, from time to time and in its sole discretion, issue surcharges on this Agreement in order to mitigate and/or recover increased operating costs arising from or related to, without limitation: (a) foreign currency exchange variation; (b) increased cost of third-party content, labor and materials; (c) impact of duties, tariffs, and other government actions; and (d) any other circumstances that increase Honeywell's costs, including, without limitation, increases in freight, labor, material or component costs, and increased costs due to inflation (collectively, "Economic Surcharges").

Honeywell will invoice Company through a revised or separate invoice, and Company agrees to pay for the Economic Surcharges pursuant to the standard payment terms in this Agreement. If a dispute arises with respect to Economic Surcharges, and that dispute remains open for more than fifteen (15) days, Honeywell may, in its sole discretion, withhold performance and future shipments or combine any other rights and remedies as may be provided under this Agreement or permitted by law until the dispute is resolved.

The terms of this section shall prevail in the event of inconsistency with any other terms in this Agreement. Any Economic Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in this Agreement.

24. GENERAL PROVISIONS

Commercial Use. Company represents and warrants that any technical data or software provided by Honeywell to Company under this Agreement will not be delivered, directly or indirectly, to any agency of any government in the performance of a contract, or subcontract, with the respective government without the prior written consent of Honeywell.

Counterparts. This Agreement may be signed in counterparts (including faxed and any electronic or digital format), each of which will be deemed one and the same original. Reproductions of this executed original (with reproduced signatures) will be deemed to be original counterparts of this Agreement.

Headings and Captions. Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of this Agreement.

Publicity. Neither Party will issue any press release or make any public announcement relating to the subject matter of this Agreement without the prior written approval of the other Party, except that either Party may make any public disclosure it believes in good faith is required by applicable law or any listing or trading agreement concerning its or its affiliates' publicly-traded securities. Notwithstanding the foregoing, if either Party, or a third party, makes a public disclosure related to this Agreement that is false or damaging to a Party, the aggrieved Party will have the right to make a public response reasonably necessary to correct any misstatement, inaccuracies or material omissions in the initial and wrongful affirmative disclosure without prior approval of the other Party. Neither Party will be required to obtain consent pursuant to this section for any proposed release or announcement that is consistent with information that has previously been made public without breach of its obligations under this clause.

Relationship of Parties. The Parties acknowledge that they are independent contractors and no other relationship, including without limitation partnership, joint venture, employment, franchise,

master/servant or principal/agent is intended by this Agreement. Neither Party has the right to bind or obligate the other.

Remedies. Except where specified to the contrary, the express remedies provided in this Agreement for breaches by Honeywell are in substitution for remedies provided by law or otherwise. If an express remedy fails its essential purpose, then Company's remedy will be a refund of the price paid.

Severability. If any provision or portion of a provision of this Agreement is determined to be illegal, invalid, or unenforceable, the validity of the remaining provisions will not be affected. The Parties may agree to replace the stricken provision with a valid and enforceable provision.

Subcontractors. Honeywell has the right to subcontract its obligations under this Agreement. Use of a subcontractor will not release Honeywell from liability under this Agreement for performance of the subcontracted obligations.

Survival. Provisions of this Agreement that by their nature should continue in force beyond the completion or termination of the Agreement, or any associated orders, will remain in force.

Third Party Beneficiaries. Except as expressly provided to the contrary in this Agreement, the provisions of this Agreement are for the benefit of the Parties only and not for the benefit of any third party.

EXHIBIT A

MSP HOURLY USAGE RATE AND TRANSFER FEE

The MSP Hourly Usage Rate, as referred to in Article 3 herein, and the Transfer Fee in Article 11 herein, will be as follows:

1. RATES AND FEES:

A. Year: 2022

B. Rate: \$ 105.32 [Per APU Operating Hour]

C. Transfer Fee: \$ 5,000.00 [Per Transfer – Assessed at the time of Aircraft sale]

2. ESCALATIONS FOR SUBSEQUENT CALENDAR YEARS:

To establish the MSP Hourly Usage Rate for subsequent calendar years during the term of Agreement, appropriate changes, if any, will be calculated as follows:

- A. 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 index CEU3133640008, will be used to compute 70% of the new MSP Hourly Usage Rate.
- B. Changes in the Producers Price Index, BLS Code 10 index WPU 10, Metal and Metal Products, as published by the U.S. Department of Labor, Bureau of Labor Statistics, will be used to compute 30% of the new MSP Hourly Usage Rate.
- C. The comparison period from year to year for calculating rate changes based on the aforementioned indices will be January through June. Data used in these comparisons will be data available from the Bureau of Labor Statistics as of September 1st of the current year.
- D. 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%]).
- E. Honeywell will perform these calculations each year and advise the Company of any escalations applicable for the next calendar year no later than December 1st of the current year.
- F. If for any reason the above referenced economic indices, singularly or in combination, are not published or only partially published, Honeywell 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.
- G. The Agreement Transfer Fee is also subject to annual adjustments.

EXHIBIT B

GTCP36-150BD APU MSP AGREEMENT ADDENDUM FOR ENROLLMENT IN MSP GOLD

EFFECTIVE DATE OF MSP GOLD COVERAGE:*(Must be the 1st day of the month if already enrolled in standard MSP)*September 30, 2022**EXPIRATION DATE OF MSP GOLD COVERAGE:***(Must correspond to expiration date of standard MSP Agreement, if preexisting)*5 years from above dateAircraft Make/Model/Serial Number: CL3.20428MSP Agreement Number: 440120985APU Serial Number: P-544APU Hours (TSN)*: 1908.3*(*As of the Effective Date above)*Aircraft Flight Hours (TSN)*: 2265.9

Note: In the event Company is enrolled in standard MSP at the time of conversion to MSP Gold, the term of the preexisting standard MSP Agreement to which this Addendum will be attached will remain in effect. The "Effective Date of Gold Coverage", as specified above and as mutually agreed to, must be the first (1st) day of any month during the preexisting term of the standard MSP Agreement. The applicable MSP Gold rate will commence as of the selected Effective Date of MSP Gold Coverage. The "Expiration Date of Gold Coverage", as indicated above, will correspond to the preexisting expiration date of the Company's standard MSP Agreement to which this Addendum will be attached.

Whereas Honeywell desires to offer expanded support services to Company under its MSP Gold program for the time interval between the "Effective Date of MSP Gold Coverage" and the "Expiration Date of MSP Gold Coverage", as specified above, and, whereas Company desires to receive such expanded coverage from Honeywell, then in consideration thereof, Honeywell and Company mutually agree to amend and supplement the standard terms and conditions of the MSP Agreement as follows:

PREAMBLE:

1. Paragraph A will be replaced as follows:

All parts and labor (excluding overtime charges) for Scheduled Maintenance such as Detailed Hot Section Inspections;

2. Paragraph B will be replaced as follows:

All parts and labor (excluding overtime charges) for Unscheduled Maintenance;

3. Paragraph C will be replaced as follows:

All parts and labor (excluding overtime charges) for alert and recommended Service Bulletins accomplished in accordance with the instructions and compliance recommendations of the Service Bulletin;

4. A new Paragraph G will be added as follows:

Logistical and other incidental expenses directly related to APU Scheduled and Unscheduled Maintenance, such as access time, removal and reinstallation labor (excluding overtime charges), and shipping charges.

ARTICLE 2:

1. Paragraph A, Subparagraph 2 will be replaced as follows:

Periodic Inspections will be performed at the Company's expense for the labor involved unless accomplished by an Authorized Service Center in which case all parts and labor (excluding overtime charges) will be assumed by Honeywell.

2. Paragraph A, Subparagraph 3 will be replaced as follows:

Detailed Hot Section Inspections, if applicable, will be performed at Honeywell's expense for parts and labor (excluding overtime charges) when accomplished by a Honeywell Authorized MSP Service Center, including the actual amount of labor hours expended in gaining access to, and the removal and replacement of APUs and LRUs.

3. Paragraph A, Subparagraph 4 will be replaced as follows:

On-Condition Maintenance, if applicable, will be accomplished by an Authorized Service Center at Honeywell's expense for parts and labor (excluding overtime labor) including the actual amount of labor hours expended in gaining access to, and the removal and replacement of APUs and LRUs.

4. Paragraph B, First Paragraph, will be replaced as follows:

Unscheduled Maintenance will be performed by an Authorized Service Center at Honeywell's expense for parts and labor (excluding overtime charges), including the actual amount of labor hours expended in Troubleshooting, gaining access to, and the removal and replacement of APUs and LRUs.

ARTICLE 5:

1. Paragraph A will be replaced as follows:

All transportation expenses and costs associated with shipment of APUs and aircraft on ground (AOG) LRUs covered under the terms of this Agreement will be assumed by Honeywell when Honeywell either makes or approves of the shipping arrangements prior to the actual shipment occurring. Failure by Company to provide Honeywell the opportunity to make shipping arrangements or to approve the same prior to shipment will result in all such transportation expenses being Company's responsibility.

2. A new Paragraph C will be added as follows:

In the event the Aircraft is airworthy, it is anticipated under the terms of this Agreement that said Aircraft will be flown to the nearest Honeywell Authorized Service Center for repair services. Should the Aircraft not be airworthy for reasons other than APU malfunctions the Company will be responsible for on-site APU maintenance performed by an Authorized Service Center.

For **standard MSP Gold** all insurance, transportation and repair logistic expenses related to on-site maintenance activities, such as mobile repair units, personnel and equipment charges, and all expenses related thereto, incident to the repair, exchange, or loan of APUs will be paid by Honeywell when the Aircraft cannot be relocated to a Honeywell Authorized Service Center due to an APU being in an Unserviceable condition.

For **MSP Gold NLS*** should Company elect to have on-site APU maintenance performed by an Authorized Service Center all insurance, transportation and repair logistic expenses related to such on-site maintenance activities, such as mobile repair units, personnel and equipment charges, and all expenses related thereto, incident to the repair, exchange, or loan of APUs will be paid by Company.

***No Logistical Support [No Logistical Support included]**

3. A new Paragraph D will be added as follows:

In the event the Company elects to procure substitute transportation during periods of APU maintenance or repair activities, all expenses related to said procurement, such as lease, charter or rental fees, will be Company's responsibility.

EXHIBIT A:

A new subparagraph D will be added to section 1 as follows:

If Company enrolls into **MSP Gold** during calendar year **2022**, regardless of the "Effective Date of MSP Gold Coverage" selected, as delineated above, the standard MSP Hourly Usage Rates, as specified in Exhibit A of the MSP Agreement and as adjusted annually in accordance with the terms set forth therein, will be increased by **\$25.00** per hour in order to receive the expanded coverage under this MSP Gold Addendum.

If Company enrolls into **MSP Gold NLS** during calendar year **2022**, regardless of the "Effective Date of MSP Gold Coverage" selected, as delineated above, the standard MSP Hourly Usage Rates, as specified in Exhibit A of the MSP Agreement and as adjusted annually in accordance with the terms set forth therein, will be increased by **\$17.00** per hour in order to receive the expanded coverage under this MSP Gold Addendum.

GENERAL PROVISIONS:

The provisions of this Addendum will amend and/or supplement, as applicable, the standard terms and conditions of the MSP Agreement and will supersede all prior representations, negotiations, agreements and contracts relating to the subject matter hereof unless specifically referred to herein and made a part hereof. Said combined provisions will thereafter be referred to as "MSP Gold" or the "MSP Gold Program".

MSP Gold, when accepted and mutually agreed to, as evidenced by the following signatures of the Parties hereto, will become effective on the date set forth of this Exhibit B and will expire on the date likewise set forth on first page. Pursuant to the terms of Article 10 of the Agreement, upon expiration of this term, Honeywell will allow Company to enroll in its then-current MSP Gold program subject to the terms, conditions, and rates offered by Honeywell for such follow-on MSP Gold contracts.

IN WITNESS WHEREOF, the authorized Parties have signed this MSP *Gold* Addendum, making it part of the MSP Agreement to which attached and effective as of the date indicated on first page of this Exhibit.

HONEYWELL INTERNATIONAL INC.
Aerospace

Executive Flight Services

Signature: Kebra Chilson

Name: Kebra Chilson

Title: Parts Manager

Date: 11/09/2022

Signature: Monica Hughes

Name: Monica Hughes

Title: MSP Program Manager

Date: November 18, 2022

Please indicate which MSP Gold program you want by checking your selection:

☒ **Standard MSP *Gold* coverage (\$25.00 per hour APU operating hour for calendar year 2022, escalated annually)**

☐ **MSP *Gold* NRL* coverage (\$17.00 per hour per APU operating hour for calendar year 2022, escalated annually)**
• **No Logistical Support.**

☐ **No MSP *Gold* coverage**