

*Citation*  
**PROADVANTAGE**  
PROGRAMS

CESSNA AIRCRAFT COMPANY PROPRIETARY AND CONFIDENTIAL

CESSNA AIRCRAFT COMPANY

<b>CESSNA</b>	Cessna Service Parts & Programs Cessna Aircraft Company 7121 Southwest Boulevard Wichita, Kansas 67215 U.S.A.	<b>PROGRAMS</b>	ProParts ProIgnition ProTech ProTech Lite	PowerAdvantage+ PowerAdvantage AuxAdvantage
		<b>AGREEMENT NO.</b>	CJ-SOV-0066	

AIRCRAFT INFORMATION

<b>SERIAL NUMBERS</b>	<b>ESTIMATED ANNUAL HOURS</b>
AIRCRAFT 680-0066	FLIGHT HOURS 250
ENGINE (LEFT & RIGHT) NA	ENGINE HOURS NA
APU P-172	APU HOURS 150

CUSTOMER INFORMATION

<b>OWNER</b>	Raiffeisen Leasing/ Ukprominvest Group	<b>OPERATOR</b>	MAP Management & Planning GmbH
<b>ADDRESS</b>	JB Park GmbH Singerstrasse 4/6 Vienna 1010 AUSTRIA	<b>ADDRESS</b>	Handelskai 265 Vienna A-1020 AUSTRIA
<b>PRIMARY CONTACT</b>	Tsaregorodtseva Dariya	<b>PRIMARY CONTACT</b>	Michael Vrablik
<b>TITLE</b>		<b>TITLE</b>	PCA
<b>PHONE</b>	38.44.351.702725	<b>PHONE</b>	43.676.88700300(316)
<b>FAX</b>	38.44.351.70.24	<b>FAX</b>	43.1706157020
<b>E-MAIL</b>	Tsaregorodtseva@upi.com.ua	<b>E-MAIL</b>	michael.vrablik@mapjet.eu

PROGRAM INFORMATION

	Y/N	START DATE	PROGRAM TERM	MINIMUM ANNUAL HOURS	ENROLLMENT FEE	HOURLY RATE*
<b>PP</b>	YES	10/1/2011	whichever is first: 36 months or 1,800 hours	250	NA	\$427.45
<b>PA+</b>	NO		whichever is first: months or hours			
<b>PA</b>	NO		whichever is first: months or hours			
<b>AA</b>	YES	10/1/2011	whichever is first: 36 months or 1,800 hours	150	\$61,200	\$54.25
<b>PI</b>	NO		whichever is first: months or hours			
<b>PT</b>	NO		whichever is first: months or hours			
<b>PL</b>	NO		whichever is first: months or hours			

\*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	\$56.25	NA



*Citation*  
**PROADVANTAGE**<sup>TM</sup>  
PROGRAMS

*CESSNA AIRCRAFT COMPANY PROPRIETARY AND CONFIDENTIAL*

PROADVANTAGE AGREEMENT

This ProAdvantage Agreement, which includes Attachment A (Account Information) (October 2011) and Attachment B (Citation ProAdvantage Programs Terms & Conditions Supplement) (October 2011), (collectively, the "Agreement"), is entered into by and between Cessna and Customer.

NO ADDITIONAL WARRANTIES

EXCEPT FOR THE WARRANTY OF GOOD TITLE AND THE EXPRESS TERMS OF CESSNA'S WRITTEN LIMITED AIRCRAFT WARRANTY, WHICH ARE SET FORTH IN THE AIRCRAFT SPECIFICATION, CESSNA 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. CESSNA SPECIFICALLY EXCLUDES AND DISCLAIMS ANY AND ALL REPRESENTATIONS AND/OR WARRANTIES NOT INCLUDED WITHIN THE FOUR CORNERS OF THIS AGREEMENT AND CESSNA'S WRITTEN LIMITED AIRCRAFT WARRANTY. CESSNA'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 CESSNA REGARDING THE AIRCRAFT WARRANTY. THE REMEDIES OF REPAIR OR REPLACEMENT ARE THE ONLY REMEDIES AVAILABLE UNDER CESSNA'S WRITTEN LIMITED AIRCRAFT WARRANTY. IN NO EVENT SHALL CESSNA 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 CESSNA'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 hereby agrees to, the terms and conditions of this Agreement, expressly including Attachment A (Account Information) (October 2011) and Attachment B (Citation ProAdvantage Programs Terms & Conditions Supplement) (October 2011), prior to making this offer to Cessna. Customer hereby offers to enroll in the above-indicated ProAdvantage Programs pursuant to the terms and conditions of this Agreement. Each signatory of Customer has the authority to bind and hereby binds Customer.

\_\_\_\_\_  
SIGNATURE OF CUSTOMER (OWNER)

\_\_\_\_\_  
SIGNATURE OF CUSTOMER (OPERATOR)

\_\_\_\_\_  
SIGNATORY'S NAME AND TITLE

\_\_\_\_\_  
SIGNATORY'S NAME AND TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

CESSNA AIRCRAFT COMPANY ACCEPTANCE

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

\_\_\_\_\_  
WILLIAM M. COLLIER

\_\_\_\_\_  
VICE PRESIDENT, CSP&P

\_\_\_\_\_  
ACCEPTANCE DATE





CESSNA AIRCRAFT COMPANY PROPRIETARY AND CONFIDENTIAL

**ACCOUNT INFORMATION**

Within five (5) calendar days of a request by Cessna, Customer shall provide the following account information to Cessna (with updates provided to Cessna 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 Cessna, Customer shall provide the following account information to Cessna (with updates provided to Cessna 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 CSP&P, including promotional materials, by mail, e-mail, phone, and fax.*



**CESSNA SERVICE PARTS & PROGRAMS**



**TERMS & CONDITIONS SUPPLEMENT**

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<b>B3.0</b>	<u>POWERADVANTAGE+ (PA+) (P&amp;WC)</u> PowerAdvantage+ Coverage. PowerAdvantage+ Exclusions. Engine OEM Facility. Request for Early HSI or Overhaul. Mandatory Early Removal. Engine Accrual Certificate.	<b>PA+</b> <b>PA+</b> <b>PA+</b> <b>PA+</b> <b>PA+</b> <b>PA+</b>
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	All Rights Reserved.	<b>All</b>

## 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, ProNav, ProIgnition, 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, Cessna is not obligated to provide any Program coverage in conflict with the terms and conditions of this Agreement regardless of whether Cessna 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, Cessna 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, Cessna 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.

Aircraft: The Cessna Citation model and serial number identified in this Agreement.

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 Cessna or OEM.

BUR: Basic Unscheduled Repair on aircraft.

CESCOM: Cessna's computerized maintenance record-keeping program.

Cessna: Cessna Aircraft Company.

Citation Labor: The scheduled and unscheduled labor hours required to perform inspection, maintenance, and/or removal and installation work at Citation Service Centers and Stations designated by Cessna to perform work covered under ProTech.

Citation Service Centers and Stations: As applicable, Cessna-owned Citation Service Centers, Authorized Citation Service Centers, and/or Authorized Citation Service Stations.

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 Cessna.

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

CSP&P: Cessna Service Parts & Programs.

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

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.

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 Cessna or OEM written and published installation and maintenance instructions or recommendations; (2) use or inspection contrary to Cessna 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 Cessna; 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 Cessna manuals, Engine specification, OEM manuals or technical publications, Cessna service bulletins, or OEM service bulletins. Life Limited Component is synonymous with Life Cycle Fatigue (LCF).

LRU: Line Replaceable Unit.

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 Cessna or Cessna'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.

P&WC: Pratt & Whitney Canada Corp.

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: Cessna and Customer are referred to individually as "Party" and collectively as "Parties."

ProAdvantage or ProAdvantage Programs: Cessna's aftermarket programs for Citations, which includes ProParts, PowerAdvantage+, PowerAdvantage, AuxAdvantage, ProNav, ProIgnition, ProTech, and/or any other program designated as such by Cessna.

Program: Any applicable ProAdvantage program.

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 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 Cessna, the OEM, or Regulatory Agency.

TBO: Time Between Overhaul.

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

Unserviceable: Is not Serviceable.

Williams: Williams-Rolls, Inc. and/or Williams International Co., L.L.C.

**B1.0 PROADVANTAGE PROGRAMS**

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

**Agreement and Program Management.** CSP&P manages this Agreement and the ProAdvantage Programs on behalf of Cessna and serves as the primary point of interface with Customer. Cessna 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. Cessna, at its sole discretion, determines from whom Customer obtains Parts, Engine Labor, Citation 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 Program's term without a renewal or as otherwise expressly authorized herein, Cessna will determine whether Customer is eligible to receive a certain percentage of any remaining positive account balance as an efficiency bonus. The efficiency bonus is calculated separately for each Program. Monies accrued for Life Limited Components or labor are excluded from efficiency-bonus calculations. Notwithstanding anything to the contrary in this Agreement, Customer is not eligible to qualify for or receive an efficiency bonus under AuxAdvantage or ProTech.

If Cessna determines Customer qualifies for an efficiency bonus, Cessna will credit to Customer's appropriate account an efficiency bonus equal to sixty-five percent (65%) (applicable only to ProParts, ProNav, and ProIgnition) or sixty percent (60%) (applicable only to PowerAdvantage+ and PowerAdvantage) of the amount, if any, by which the cumulative total of the fees for a specific Program paid by Customer to Cessna exceeds the aggregate retail price of all benefits (except as otherwise stated herein) provided by Cessna to Customer as to such specific Program. Customer may qualify for an efficiency bonus in the event:

**B1.1** Cessna 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 this Agreement 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 Cessna.

**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 Cessna.

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

Cessna 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 Cessna programs and to what specifically the amount may be applied.

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

**Scheduled Removals.** For Scheduled Removals under ProParts, PowerAdvantage+, PowerAdvantage, AuxAdvantage, ProNav, or ProIgnition:

**B1.8** 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 Cessna.

**B1.9** Cessna 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. Cessna will use its best efforts to provide the replacement Part (and Consumables) within thirty (30) calendar days.

**B1.10** The treatment of a Part with a Service Life varies within each Program:

**B1.10.1** Under ProParts, ProNav, and ProIgnition, 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 Cessna 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.

**B1.10.2** Under PowerAdvantage+, PowerAdvantage, and AuxAdvantage, if a Part is removed from service prior to its Service Life, Customer will pay to Cessna an amount equal to the unused life of the Part.

**B1.11** Any Part provided by Cessna to Customer for a Scheduled Removal will be new, exchange, overhauled, or repaired and will be per the applicable specifications determined, controlled, and/or managed by Cessna.

**Unscheduled Removals.** For Unscheduled Removals under ProParts, PowerAdvantage+, PowerAdvantage, AuxAdvantage, ProNav, or ProIgnition: Cessna will supply to Customer a Serviceable Part (and Consumables), provided, Cessna, at its sole discretion, may require Customer to obtain prior written authorization for any Unscheduled Removal. In such event, Cessna 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, Cessna will reply to Customer's request as soon as reasonably possible. For any Unscheduled Removal of a Part, Cessna, 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:

**B1.12** 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.

**B1.13** Any accident, incident, impact, foreign object damage (FOD), weather, or act of God (or other matters or occurrences beyond the reasonable control of Customer, Cessna, 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, Cessna, or the OEM).

**B1.14** 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.

**B1.15** Any Discretionary Removal of Parts.

**B1.16** Any Airworthiness Directives issued by a Regulatory Agency or any service bulletins without the prior written approval of Cessna; or any such Cessna-prior-approved Airworthiness Directives or service bulletins with which Customer does not fully comply with the terms and conditions thereof.

**B1.17** Any labor and/or materials associated with any cosmetic work (including, without limitation, painting) requested by Customer with respect to any Part supplied by Cessna.

**B1.18** 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.

**B1.19** 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.

**B1.20** 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.

**B1.21** Any item, matter, event, situation, or condition not expressly approved for coverage in this Agreement.

**B1.22** Any overtime premiums and/or call out charges.

## **B2.0 PROPARTS**

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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, Cessna agrees to provide ProParts coverage for certain airframe and avionics Parts and Consumables:

**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 Cessna 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).

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

**B2.2** Aircraft modification or installation performed after first delivery of the Aircraft when such modification or installation is not expressly approved herein (or in writing by a duly authorized representative of Cessna).

**B2.3** Engine, Engine Part, APU, APU Part, and any equipment, modification, or installation by Supplemental Type Certification (or other certification or authorization) incorporated in the Aircraft unless expressly approved in writing by a duly authorized representative of Cessna.

**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 Cessna 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, and refreshment center bar and structure.

**B2.6** Damage to a Part arising from or relating to fuel or hydraulic system contamination.

**B2.7** Costs arising from or relating to modifications or installations not performed by Cessna or expressly approved or recommended in writing by a duly authorized representative of Cessna.

**B2.8** Costs arising from or relating to any Part returned by Customer, which is determined by Cessna or its designee to be Serviceable.

**B2.9** Parts used to attach another Part to the Aircraft and generally available from sources other than Cessna.

**B2.10** The initial provisioning of any inventory of spare Parts at Customer's facility, base of operations, or other location, and any inventory of spare Parts at Customer's facility, base of operations, or other location, not purchased from Cessna.

**B2.11** Life Limited Components as identified in the applicable maintenance manuals unless authorized by Cessna in writing in accordance with this Agreement.

**B2.12** Entertainment items, including, without limitation, DVD players, speakers, and video monitors.

**B2.13** Interior wear parts, including, without limitation, furniture delamination, decoratively plated or anodized parts, leather, fabric, and carpet.

**B2.14** 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.

**B2.15** Any item, matter, event, situation, or condition not expressly approved for ProParts coverage in this Agreement.

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

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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, Cessna agrees to provide PowerAdvantage+ coverage for certain Engine Parts, Consumables, Life Limited Components, and labor:

**B3.1** Parts and Consumables required for HSI, Overhaul, BUER, and BUR.

**B3.2** Parts required for a premature shop visit as directed by Cessna, the Engine OEM, or a Regulatory Agency.

**B3.3** Consumables required for field level maintenance: (1) Cessna-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) Cessna-provided oil 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, Cessna 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.

**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.

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

**B3.10** Repair or replacement costs attributable to the use of non-Cessna or non-Engine-OEM original manufactured Parts.

**B3.11** Damage directly attributable to an Engine-mounted LRU or accessory other than those provided by Cessna.

**B3.12** Rental engine coverage for HSI.

**B3.13** APU and its associated LRUs.

**B3.14** Field level routine or periodic maintenance and inspection labor, including, without limitation, consumed or replacement fuel and oil.



**B3.15** Labor for field level replacement of LRUs, Parts or Consumables, Engine or Part removal and reinstallation.

**B3.16** Replacement of Engine Parts missing from an Engine when received at an OEM Engine shop for Engine Overhaul or BUER.

**B3.17** 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+.

**B3.18** 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 Cessna to perform such work, including, without limitation, the Engine OEM Facility. By designating the facility where work is to be performed, Cessna is not obligated to provide any PowerAdvantage+ coverage in conflict with the terms and conditions of this Agreement.

**Request for Early HSI or Overhaul.** Customer agrees to pay any additional charge assessed by Cessna 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 Cessna was properly made aware by Customer of such a regulatory mandate in effect prior to Cessna’s acceptance of this Agreement and Cessna did not take exception.

**Engine Accrual Certificate.** In the event of any termination of PowerAdvantage+ in accordance with this Agreement, Cessna will provide to Customer an Engine Accrual Certificate representative of any unused monies collected for Engine Labor and Life Limited Components. The Engine Accrual Certificate will be expressed in both (1) operating hours paid into PowerAdvantage+ and (2) the accrued net dollar value of the unused monies collected for Engine Labor and Life Limited Components at the point of issuance. The Engine Accrual Certificate is aircraft and engine specific and remains with the Aircraft in the event of Aircraft sale. Unless the Engine Accrual Certificate is redeemed either to reenroll the Engines into PowerAdvantage+ or to defray intended expenses, it will expire after fifteen (15) years from the date of issuance.

**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, Cessna agrees to provide PowerAdvantage coverage for certain Engine Parts and Consumables:

**B4.1** The coverage contained in Subsections B3.1 through B3.6 for PowerAdvantage+ is incorporated by reference herein and is applicable to PowerAdvantage.

**B4.2** 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.

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

**B4.3** Life Limited Components.

**B4.4** Engine Labor.

**B4.5** The exclusions contained in Section B3.0 Subsection "PowerAdvantage+ Exclusions" (and its subsections) are incorporated by reference herein and are applicable to PowerAdvantage.

**B4.6** 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.

**B4.7** 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 Cessna to perform such work, including, without limitation, the Engine OEM Facility. By designating the facility where work is to be performed, Cessna is not obligated to provide any PowerAdvantage coverage in conflict with the terms and conditions of this Agreement.

**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.

**B5.0 POWERADVANTAGE (WILLIAMS)**

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Except as otherwise stated in this Agreement, this Section B5.0 is applicable to PowerAdvantage (Williams):

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

**B5.1** The coverage contained in Subsections B3.1 through B3.6 for PowerAdvantage+ is incorporated by reference herein and is applicable to PowerAdvantage.

**B5.2** Parts and Consumables required to comply with either Airworthiness Directives issued by a Regulatory Agency or the required Engine OEM's mandatory and recommended service bulletins.

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

**B5.3** Life Limited Components.

**B5.4** Engine Labor.

**B5.5** Line maintenance functions as identified from time to time in the Engine OEM manuals or technical publications are not authorized to be performed at Customer's site and performance is restricted to facilities designated by Cessna to perform such work.

**B5.6** The exclusions contained in Section B3.0 Subsection "PowerAdvantage+ Exclusions" (and its subsections) are incorporated by reference herein and are applicable to PowerAdvantage.

**B5.7** 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.

**B5.8** 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 Cessna to perform such work, including, without limitation, the Engine OEM Facility. By designating the facility where work is to be performed, Cessna is not obligated to provide any PowerAdvantage coverage in conflict with the terms and conditions of this Agreement.

**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.

**B6.0 AUXADVANTAGE**

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

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

- B6.1** Parts required for APU Overhaul.
- B6.2** Parts required for a premature shop visit as directed by the OEM or a Regulatory Agency.
- B6.3** Parts required for BUER and BUR.
- B6.4** Parts required for a scheduled HSI.
- B6.5** Parts required as LRUs.
- B6.6** Consumables as required.
- B6.7** SOAP kits.
- B6.8** 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.
- B6.9** APU Labor.
- B6.10** SOAP analysis when accomplished at a supplier approved facility.
- B6.11** 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.
- B6.12** Troubleshooting will be covered up to a maximum of ten (10) hours when accomplished at a Supplier Authorized Service Center or Cessna 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:

- B6.13** Repair or replacement costs directly or indirectly attributable to the use of non-approved supplier Parts or LRUs.
- B6.14** Inspection labor whereby said cost is billed directly to Customer by Cessna or the APU OEM Facility.
- B6.15** Removal, reinstallation, and/or access APU labor.
- 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 AuxAdvantage.

**B6.17** 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 Cessna to perform such work, including, without limitation, the APU OEM Facility. By designating the facility where work is to be performed, Cessna is not obligated to provide any AuxAdvantage coverage in conflict with the terms and conditions of this Agreement.

**Request for Early HSI or Overhaul.** Customer agrees to pay any additional charge assessed by Cessna 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.

**B7.0 PRONAV**

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Except as otherwise stated in this Agreement, this Section B7.0 is applicable to ProNav:

**ProNav Coverage.** For the ProNav fees to be paid by Customer, and other valuable consideration, Cessna agrees to provide ProNav coverage for certain avionics Parts (for specific Citation models) required for Unscheduled Removals as prescribed by the applicable Cessna maintenance manuals. Generally, ProNav covers avionics Parts included in CESSCOM ATA Chapters 22 (Auto Flight), 23 (Communications), and 34 (Navigation).

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

**B7.1** Consumables.

**B7.2** The exclusions contained in Section B2.0 Subsection “ProParts Exclusions” (and its subsections) are incorporated by reference herein and are applicable to ProNav.

**B7.3** The exclusions contained in Section B1.0 Subsection “ProAdvantage Programs General Exclusions” (and its subsections) are incorporated by reference herein and are applicable to ProNav.

**B7.4** Any item, matter, event, situation, or condition not expressly approved for ProNav coverage in this Agreement.

**B8.0 PROIGNITION**

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Except as otherwise stated in this Agreement, this Section B8.0 is applicable to ProIgnition:

**ProIgnition Coverage.** For the ProIgnition fees to be paid by Customer, and other valuable consideration, Cessna agrees to provide ProIgnition coverage for certain Engine ignition path Parts and Consumables:

- B8.1** Exciters (not covered by OEM's Engine warranty).
- B8.2** Igniter leads (not covered by OEM's Engine warranty).
- B8.3** Igniters.
- B8.4** SOAP kits.
- B8.5** Oil filters.
- B8.6** Fuel filters.
- B8.7** Packing and O-rings associated with covered Parts.

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

- B8.8** APU and its associated LRUs.
- B8.9** The exclusions contained in Section B1.0 Subsection "ProAdvantage Programs General Exclusions" (and its subsections) are incorporated by reference herein and are applicable to ProIgnition.
- B8.10** Any item, matter, event, situation, or condition not expressly approved for ProIgnition coverage in this Agreement.

**B9.0 PROTECH**

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Except as otherwise stated in this Agreement, this Section B9.0 is applicable to ProTech:

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

**B9.1** Citation Labor for scheduled inspection and maintenance conducted in accordance with applicable maintenance manuals.

**B9.2** Citation Labor for Engine and/or APU removal and installation related to scheduled maintenance conducted in accordance with applicable maintenance manuals.

**B9.3** Citation Labor for Engine and/or APU removal and installation related to unscheduled maintenance.

**B9.4** Citation 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.

**B9.5** Citation Labor for installation and removal of loaned Parts provided in accordance with Section C1.0 Subsection "Loaned Parts" of this Agreement.

**B9.6** Citation Labor for unscheduled maintenance including Engine and/or APU line maintenance, field service labor, troubleshooting, and Consumables servicing labor.

**B9.7** Citation Labor related to a Cessna-approved cleaning of the Aircraft interior and exterior conducted once at the end of a three (3) year period as defined by Cessna.

**B9.8** Shop supplies for Cessna-approved Citation Labor.

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

**B9.9** Labor for Engine inspections other than minor inspections and labor for Engine maintenance other than line maintenance.

**B9.10** Inspection documents concerning periodic washes and corrosion inspections for aircraft operating in a corrosive environment; service bulletins; hydrostatic testing; and any labor related thereto.

**B9.11** Any labor arising from or relating to a violation by Customer of this Agreement or any Program in which Customer is enrolled.

**B9.12** 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.

**B9.13** 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.

**B9.14** Any item, matter, event, situation, or condition not expressly approved for ProTech coverage in this Agreement.



## 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, ProNav, ProIgnition, and ProTech:

**Required Accounts with Cessna.** For the duration of this Agreement, Customer will maintain with Cessna 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.

**CESCOM.** For the duration of this Agreement, Customer will subscribe to, pay for, and participate in CESCOM and keep, maintain, and accurately provide to Cessna all records on the Aircraft required in connection with CESCOM unless authorized by Cessna in writing in accordance with this Agreement.

**Aircraft Operation.** For the duration of this Agreement, Customer will operate and maintain the Aircraft in accordance with all applicable Cessna flight manuals, Cessna and supplier operating manuals, maintenance and Repair manuals, service bulletins and service letters (alert, mandatory, and recommended), and all other written instructions issued by Cessna 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 Cessna and its suppliers.

**Core Return.** Customer will return an undamaged and valid Core due to Cessna within fifteen (15) calendar days of removal from the Aircraft unless Customer is otherwise advised by Cessna. Customer will package Parts and Cores in such a manner to preclude damage while in transit. As required by Cessna, Customer will properly store a removed Part (and/or Consumables) at Customer's expense until Cessna issues disposal or return instructions. Any Part (or Consumables) held by Customer may be inspected by a Cessna designee authorized to issue disposal or return instructions. Customer will pay Cessna 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). This Section C1.0 Subsection "Core Return" is not applicable to ProTech.

**Loaned Parts.** Cessna, 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, Cessna 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 Cessna for which Customer is liable. This Section C1.0 Subsection "Loaned Parts" is not applicable to ProTech.

**Discretionary Removals.** In the event of a Discretionary Removal of a Part, Customer will pay Cessna an amount equal to the difference between Cessna'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 Cessna maintenance manual, service and Repair manual, service bulletin and service letter, specification, or any other written instructions. In addition, Customer will reimburse Cessna for all costs incurred associated with the restocking and recertification of the removed Part. This Section C1.0 Subsection "Discretionary Removals" is not applicable to ProTech.

**Part Condition and History.** Customer guarantees and warrants all Parts have been maintained per the applicable Cessna 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 effective date of this Agreement. Excess cycle usage results in additional charges assessed by Cessna for which Customer is liable. This Section C1.0 Subsection "Part Condition and History" is not applicable to ProTech.

**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 Cessna (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 Cessna or required by a Regulatory Agency. Customer will furnish such information to Cessna upon request. Customer will grant Cessna (and/or Cessna'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 Cessna. Customer guarantees and warrants the information recorded in the logbooks or otherwise reported to Cessna is true, accurate, and correct. If Customer fails to record or provide to Cessna any information required in this Agreement, Cessna has the right to require that any Unserviceable Part returned to Cessna be overhauled at Customer's expense.

**Engine Condition Trend Monitoring (ECTM®).** 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. Cessna will provide Customer with the ECTM form (or a substantially similar form). This data will be transmitted from Customer directly to Cessna's Designated Analysis Center (DAC).

**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 Cessna as soon as possible. In these cases, Cessna in turn, will transmit the information to the Engine OEM's DAC as soon as possible.

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

**C1.4** 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.

**Cessna Service Bulletin SB680-21-02.** Upon completing SB680-21-02, Customer shall report to Cessna Service Parts and Programs the accomplishment of said service bulletin. The Customer also agrees to accept the applicable revised PowerAdvantage or PowerAdvantage + rate beginning at the completion of SB680-21-02.

## C2.0 CUSTOMER PAYMENTS

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Except as otherwise stated in this Agreement, this Section C2.0 is applicable to ProParts, PowerAdvantage+, PowerAdvantage, AuxAdvantage, ProNav, ProIgnition, and ProTech:

**Payment of Invoices.** Customer is responsible for payment of all invoices to Customer's accounts with Cessna, including, without limitation, invoices for Parts ordered on or billed to an applicable Customer account whether before, during, or after the suspension, termination, cancellation, revocation, and/or expiration of this Agreement. Customer will pay all invoices in accordance with the credit terms established by Cessna and pursuant to this Agreement. Cessna has the right to prohibit Customer from receiving any Program benefit and the right to charge Customer reinstatement fees if Cessna does not receive timely payment of any invoice.

**Fees.** Cessna may require that Customer pay a one-time fee when enrolling in a Program. In addition, Customer will pay to Cessna monthly Program fees and other fees computed in accordance with the provisions herein.

**Reporting Usage.** No later than the effective date of this Agreement, Cessna 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 Cessna 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. 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 average daily utilization as determined by Cessna. Cessna 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. This Section C2.0 Subsection "Reporting Usage" is not applicable to ProTech.

**Annual Review.** On or about the annual anniversary of the Program start date, Customer will provide Cessna all information requested for a review by Cessna of the invoice amounts for the annual Flight Hours, Engine Hours, and/or APU Hours compared to the actual usage. At its sole discretion, Cessna 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 cycle usage as described herein. This Section C2.0 Subsection "Annual Review" is not applicable to ProTech.

**Calculation of Excess Cycle Usage.** If Customer exceeds this Agreement's designated Hours Per Cycle Factor, Customer will pay to Cessna a fee for excess cycle usage as determined solely by Cessna 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 Cessna 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.** Rates are subject to adjustment on January 1st of each year as follows:

- C2.3** The following Rate adjustments are applicable to programs other than AuxAdvantage.
- C2.3.1** 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, Cessna, at its sole discretion, will substitute an equivalent index or indices.)
- C2.3.2** The adjustment is determined by the percentage change in the index average for the most recent December-through-November period over the index average for the preceding December-through-November period. (Under PowerAdvantage+ and PowerAdvantage (P&WC), the aforementioned adjustment is increased by an additional 0.7%) Cessna determines the actual percentage change in the index and notifies Customer in writing of any adjustment generally no later than March 15th.
- C2.3.3** Until the final adjusted rates are determined, current rates are used to compute applicable fees. Customer will pay or be credited any difference between current rates and the final adjusted rates for the period from January 1st through the date Customer receives written notice from Cessna of the final adjustment.
- C2.4** The following Rate adjustments are applicable to AuxAdvantage.
- C2.4.1** 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.
- C2.4.2** 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.
- C2.4.3** 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.
- C2.4.4** 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%]).
- C2.4.5** Until the final adjusted rates are determined, current rates are used to compute applicable fees. Customer will pay or be credited any difference between current rates and the final adjusted rates for the period from January 1st through the date Customer receives written notice from Cessna of the final adjustment.

- C2.4.6** If for any reason the above referenced economic indices, singularly or in combination, are not published or only partially published, Cessna 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.

**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, ProNav, ProIgnition, and ProTech:

**Title.** Cessna 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 Cessna to Customer will be FCA (Free Carrier) (Incoterms 2010) shipping point as determined by Cessna. Title and all financial risks of loss pass to Customer upon delivery thereof by Cessna (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 Cessna.

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

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

**Reusable Containers.** Cessna 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, 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 Cessna. Cessna 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 Cessna for such amount; and/or defend and hold Cessna harmless from any attempt to recover such tax and associated charges. If Customer fails to timely act as required herein, Cessna may pay the asserted tax and associated charges and Customer will immediately reimburse Cessna for such payment and all reasonable costs, attorney's fees, and expenses incurred by Cessna arising from or relating to Customer's failure to timely act.

**Delay in Performance.** Cessna 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 Cessna. In such event, the time for performance of any Cessna obligation herein is extended for a period equal to the period during which such cause beyond the reasonable control of Cessna continues to exist.

**E1.0 TERM**

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

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

**Renewal.** Each Program in this Agreement automatically renews at the conclusion of its term (1) subject to the terms and conditions of this Agreement; (2) subject to any Cessna-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 Cessna. Upon renewal of a Program, Cessna will credit to Customer's appropriate account an efficiency bonus equal to eighty percent (80%) (applicable only to ProParts, ProNav, and ProIgnition) any positive account balance from the preceding Program term. Upon renewal of a Program, any negative account balance from the preceding Program term is eliminated and Cessna will reset the account balance to zero as of the effective date of the renewal.

Cessna will provide to Customer in writing any such aforementioned revisions and usage conditions at least sixty (60) calendar days prior to the conclusion of the Program's term. Cessna or Customer may decline renewal of the Program by providing written notice to the other Party at least thirty (30) calendar days prior to the conclusion of the Program's term. Customer acknowledges and agrees that a failure by Customer to decline renewal in accordance with this Agreement results in Customer being obligated for the Program renewal (1) subject to the terms and conditions of this Agreement and (2) subject to any aforementioned revisions and usage conditions of which Cessna provided notice in accordance with this Agreement; unless (3) Cessna provides written notice to Customer declining renewal at least thirty (30) calendar days prior to the conclusion of the Program's term.

**Assignment.** With prior written consent of Cessna, which may be granted or withheld solely at Cessna's discretion, Customer may assign this Agreement only in a written document provided and approved by Cessna. Cessna requires itself, Customer, and the designated assignee to all be signatories to the assignment document. No assignment of this Agreement is valid or binding upon Cessna unless and until it is executed by a duly authorized representative of Cessna. 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 Cessna's prior written consent is void. At Cessna'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 Cessna, 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 Cessna, and any other amounts owed to Cessna pursuant to this Agreement, have been paid by Customer prior to such termination.

**Termination by Cessna.** At any time, Cessna 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** At its sole discretion, Cessna decides to end this Agreement or Customer's enrollment in the Program.

**E1.2** 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 Cessna within a period of thirty (30) calendar days after written notice of such failure is given by Cessna to Customer.

**E1.3** 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.

**E1.4** 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.

**E1.5** Customer fails to execute any license required for owning, operating, and/or using the Aircraft, Engines, APU, Parts, systems, or subscriptions.

**E1.6** The use of the Aircraft is misrepresented, unlawful, and/or for an unlawful purpose.

**E1.7** The Aircraft, Engine, or APU is damaged beyond economic repair as determined solely by Cessna.

**E1.8** The sale of the Aircraft, Engine, APU, or any Part or system thereof.

**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 remains liable to pay to Cessna all Program fees and any shortfalls accrued as of the effective date of such event and all other amounts owed by Customer to Cessna pursuant to this Agreement. In addition, if such event is the result of the sale of the Aircraft, Engine, APU, or any Part or system thereof, Customer will pay to Cessna any amount by which the aggregate of the Program fees is less than the aggregate retail price of all the Program benefits provided to Customer by Cessna. Cessna and Customer agree that if Cessna prevails in any arbitration and/or legal proceeding against Customer for any amount owed pursuant to this Agreement, then all of Cessna's arbitration and/or legal expenses, including, without limitation, attorney fees, arbitration costs, court costs, and other fees and costs are the sole responsibility of, and will be paid by, Customer. All of Cessna'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 Cessna in accordance with this Section E1.0 are to be sent to the following address (or as otherwise designated in writing by Cessna): ProAdvantage Management, Cessna Service Parts & Programs, 7121 Southwest Boulevard, Wichita, Kansas 67215, U.S.A.



**F1.0 MISCELLANEOUS**

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Except as otherwise stated in this Agreement, this Section F1.0 is applicable to ProParts, PowerAdvantage+, PowerAdvantage, AuxAdvantage, ProNav, ProIgnition, 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 Cessna.

**Cessna Acceptance Required.** This Agreement is not valid or binding upon Cessna unless and until it is executed by a duly authorized representative of Cessna. 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 Cessna 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 Cessna related to this Agreement; and shall not disclose without the prior written consent of Cessna 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 CESSNA 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, NEGLIGENCE, STRICT LIABILITY, 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 Cessna not require performance by Customer of any provision of this Agreement, Cessna's right to require such performance at any time thereafter is in no way affected. The waiver by Cessna 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.

**Governing Law.** 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.

**Dispute Resolution.** The Parties shall strive to settle amicably, in good faith, and with due diligence any dispute arising from or relating to this Agreement. The Parties agree if such attempts to resolve a dispute are unsuccessful, then any Party may avail itself of this Agreement's stipulation for arbitration as the only binding formal proceeding or action allowed for dispute resolution.

All controversies and claims arising from or relating to this Agreement (with the exception of a third-party claim in litigation) are to be resolved by binding arbitration in accordance with all applicable rules of the American Arbitration Association before a panel of three neutral arbitrators (at least one of whom shall be a member of the Bar of the State of Kansas and actively engaged in the practice of law for at least ten (10) years). The arbitration is to be conducted in English. The Parties shall bear an equal share of any interpreter's fees when the Parties mutually agree on the selection of an interpreter. Each Party shall bear its own costs and expenses when it selects an interpreter for its sole benefit. Any interpreter shall be a neutral non-Party to the arbitration. The arbitration is to be held in Wichita, Kansas. The panel shall render a written award, signed by a majority of the arbitrators, which includes all findings of fact and conclusions of law for each claim. Any award, order, or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction. Except as otherwise agreed to herein, each Party shall bear its own arbitration costs and expenses and an equal share of the arbitrator's fees and the administrative fees of the arbitration. No arbitrator or panel has the right or authority to award punitive damages against any Party to this Agreement. No arbitrator or panel has the right or authority to make any ruling, finding, or award that does not conform to the provisions of this Agreement and any such purported ruling, finding, or award is void. Except as required by law, no Party, arbitrator, or panel may disclose the existence, content, or result of any arbitration hereunder without the prior written consent of the Parties.

Any Party may apply to the arbitration panel (or an arbitrator if the panel has not been selected) seeking injunctive relief, and other appropriate relief, until the arbitration award is rendered or the dispute is otherwise resolved. Any Party, without waiving any right or remedy under this Agreement, also may seek from any court of competent jurisdiction any interim or provisional relief necessary to protect the rights or property of the Party pending the establishment of the arbitration panel, the panel's determination of the merits of the controversy, and/or other resolution of the dispute. The venue for any formal proceeding or action arising from or relating to this Agreement is Wichita, Kansas.

**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 Cessna 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 2011 Cessna Aircraft Company. Cessna reserves all rights. Except as otherwise expressly stated in this Agreement, Cessna has the right to retain for its sole benefit all monies paid or credited to Cessna by Customer (or on Customer's behalf) arising from or relating to this Agreement. Cessna exercises its rights without prejudice to any of its other rights or remedies at law or in equity. Citation, ProAdvantage, ProParts, PowerAdvantage+, PowerAdvantage, AuxAdvantage, ProNav, ProIgnition, and ProTech are registered trademarks or trademarks of Cessna.