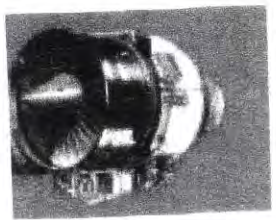
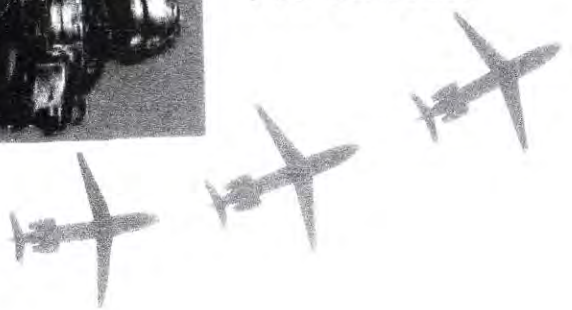
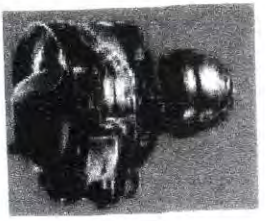
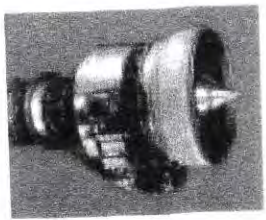
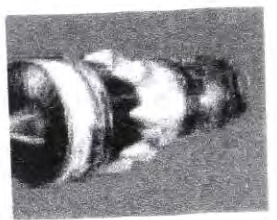


Aircraft owners have relied on Honeywell's Maintenance Service Plan (MSP) for decades to give them the industry's best and most flexible engine service plan. Now, Honeywell offers expanded coverage for TFE, ATF, CFE and ALF model engines.

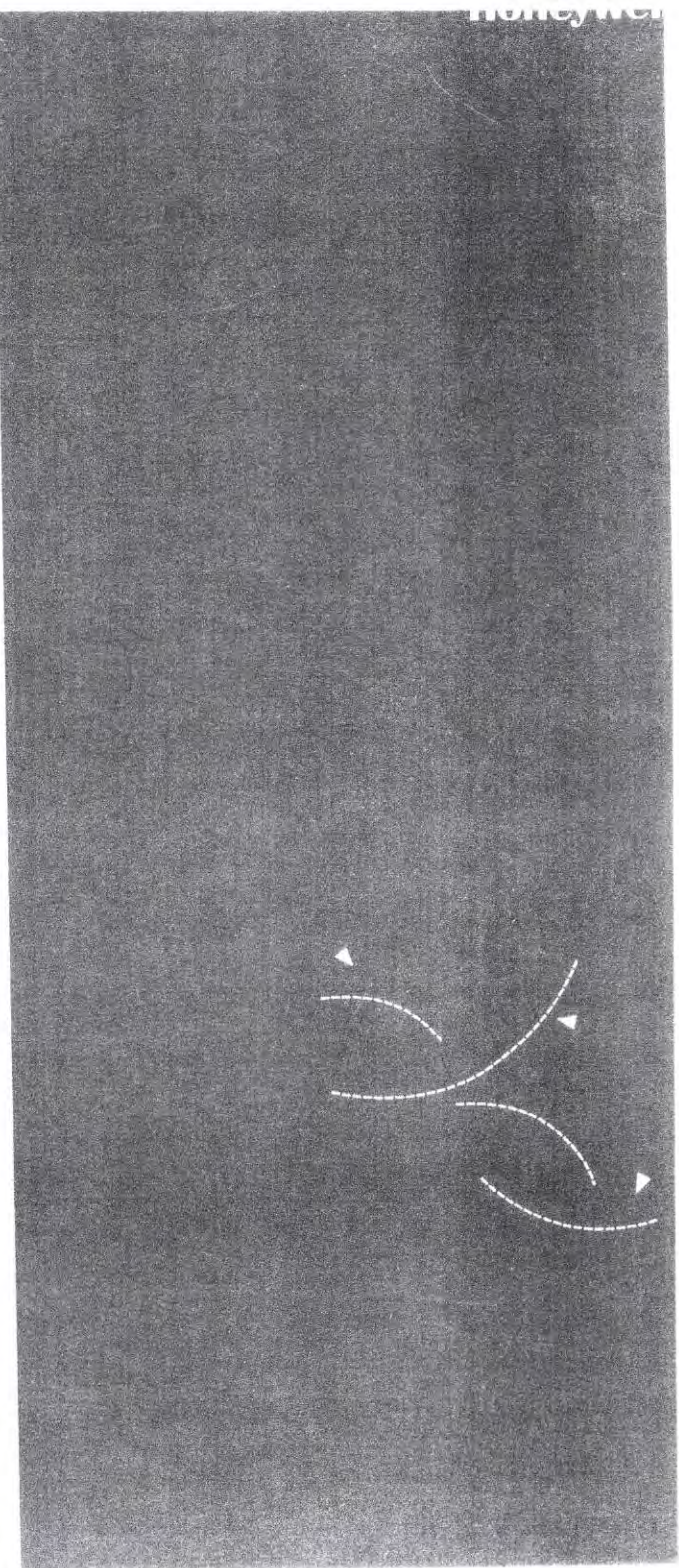


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Engines & Systems
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Phoenix, AZ 85072-2181
602-365-2728
602-365-2987 Fax



MSP GOLD expands your standard MSP coverage to include many of the additional charges often associated with engine repairs.

The MSP GOLD extended coverage includes items such as:

Engine and LRU removal and reinstallation labor

Engine freight in and freight out expenses

Access time

Extended troubleshooting allowances

Routine inspection labor

The cost of road trips when AOG due to an engine problem anywhere in the world

All of these additional coverages and more are available under MSP GOLD for a nominal increase to the standard MSP hourly rate.

Examples of items not covered by MSP or MSP GOLD: Items not contained in engine IPC such as airframe parts and fluids (oil, fuel, etc.); overtime; expedite fees; transportation of components other than engines and LRUs; Service Center administration fees for logbook review, material control, freight for internal workorders, etc.; or any service not provided by a Honeywell Authorized Service Center.

Honeywell's MSP GOLD... *Extended Coverage*

	MSP Covered Items	MSP Gold Covered Items
Scheduled Maintenance		
■ Routine Inspection		
Jet-Care Engine Condition Trend Monitoring (ECTM) Program	X	X
S.O.A.P. kit and analysis (if obtained from an Authorized Service Center)	X	X
Routine periodic inspection labor by an Authorized Service Center		X
■ Major Periodic Inspection (MPI) by an Authorized Major Service Center		
Inspection labor	X	X
Consumable parts	X	X
Other required parts	X	X
Component repair labor (if required)	X	X
Cycle life-limited parts	X	X
* Engine removal and reinstallation and/or access time		X
* Transportation of engine		X
■ Compressor Zone Inspection (CZI) by an Authorized Heavy Maintenance Facility		
Inspection labor	X	X
Consumable parts	X	X
Other required parts	X	X
Component repair labor (if required)	X	X
Cycle life-limited parts	X	X
Rental engine (from Honeywell engine bank at special MSP rates)	X	X
* Engine removal and reinstallation and/or access time		X
* Transportation of engine		X
■ Unscheduled Maintenance		
Troubleshooting labor allowance (up to 10 hours)	X	(as req.) X
Consumable parts	X	X
Other required parts	X	X
Component repair labor (if required)	X	X
Exchange engine/module/line replaceable unit (LRU)	X	X
Labor for module replacement or repair	X	X
Rental engine (from Honeywell engine bank at special MSP rates)	X	X
* Engine and LRU removal and reinstallation and/or access time		X
* Logistical support for road trips (engine AOG only)		X
* Transportation of unserviceable engine or LRU		X
■ Engine Modernization Programs		
■ Alert Service Bulletins	X	X
■ Recommended Service Bulletins**	X	X

* Per MSP standard business practices

** Labor will be covered by MSP when bulletins are incorporated in conjunction with other MSP covered maintenance activities providing convenient access to the applicable engine area, otherwise, labor expenses will be the operator's responsibility. NOTE: Service bulletins identified as a Category 1, 2, or 3 will be incorporated into MSP engines according to the Compliance Section of the bulletin.

INSTRUCTIONS FOR COMPLETING YOUR MSP CONTRACTS

The proper completion of these contracts will facilitate timely processing. Please provide *all* of the requested information on *all* copies of the contracts and return *all* copies back to us at your earliest convenience. **If you have any questions, please E-MAIL to mspcontracts.honeywell.com.**
Please type or print very legibly.

CONTRACT NUMBER:	This will be filled out by MSP team when new contract is executed.
AIRCRAFT MAKE:	The manufacturer of your particular aircraft.
MODEL:	The designated model number of your particular aircraft.
SERIAL NUMBER:	The serial number assigned to your aircraft by the manufacturer.
DELIVERY DATE:	The date that you took delivery of this aircraft.
REGISTRATION:	The "N" or "Tail" Number selected for this aircraft.
NUMBER OF ENGINES:	The quantity of engines installed on the airframe.
ENGINE MODEL:	The Honeywell designation of the engine model installed.
AIRCRAFT FLIGHT HOURS:	This is the airframe hours as of the date you took delivery of the aircraft.
ENGINE SERIAL NUMBERS:	The serial number assigned by Honeywell for each engine/APU installed on your aircraft.
ENGINE HOURS (TSN):	This is the current engine or APU hours as of the date you took delivery of the aircraft.
REGISTERED OWNER:	The complete name, address, phone and fax numbers of the aircraft owner (title holder). A point-of-contact should also be furnished.
AIRCRAFT OPERATOR:	The complete name, address, phone and fax numbers of the aircraft operator. This may or may not be the same as the title holder. A point-of-contact should also be furnished.
OPERATOR'S BILLING ADDR:	The complete name, address(not a PO Box), phone and fax numbers of the operator for receiving MSP invoices, monthly reporting forms and other such correspondence. If this is the same as the above "Aircraft Operator" information, just write "Same as Above" in this block.
SIGNATURE BLOCK:	Complete the signature block and have the Owner sign where indicated. In the event the "signatory" to the contract is a party other than the Registered Owner, please contact us since an <i>Addendum</i> to the contract may be required.

(Over Please)

INSTRUCTIONS FOR COMPLETING YOUR MSP *GOLD* ADDENDUMS
(NOTE: NOT APPLICABLE TO TPE331 ENGINES OR AUXILIARY POWER UNITS (APUs))

If you choose the MSP *GOLD* program, then you must also complete the *GOLD* pages at the end of the standard MSP contract. If you choose standard MSP, please discard the *GOLD* pages.

***GOLD* ADDENDUM**

EFFECTIVE DATE OF MSP	Must be the same as the effective date on Page 1 of the contract .
EXPIRATION DATE OF MSP <i>GOLD</i> COVERAGE:	This date must correspond to the expiration date of the standard MSP contract.
AIRCRAFT MAKE, MODEL, S/N:	Manufacturer, model and serial number of your particular aircraft.
MSP CONTRACT NUMBER:	Same as on Page 1 of your standard contract.
ENGINE SERIAL NUMBERS:	The serial number assigned by Honeywell for each engine installed on your aircraft.
ENGINE HOURS (TSN):	Provide the number of hours recorded on each engine as of the "Effective Date" (or same as on Page 1 of Renewal Contract).
SIGNATURE BLOCK:	Complete the information requested for the registered owner, location, name and title. The Owner or Responsible Party must date and sign where indicated.

**TFE731 TURBOFAN ENGINE MAINTENANCE SERVICE PLAN (MSP)
EXECUTIVE OPERATOR CONTRACT**

Effective Date of Contract: April 22, 2013 Contract Number: _____
Aircraft Make: Westwind Model: 1124A Serial Number: 368
Delivery Date to Owner / Operator: April 22, 2013 Registration Number: _____
Number of Engines: 2 Engine Model: TFE731- 3-1G Aircraft Flight Hours (TSN)*: _____
Engine Serial Numbers: #1 _____ #2 _____ #3 _____ #4 _____
Engine Hours (TSN)*: #1 _____ #2 _____ #3 _____ #4 _____

* as of Contract Renewal Date or Aircraft Delivery Date to Owner / Operator, as applicable.

-THE PARTIES -

REGISTERED OWNER'S CONTACT

E-mail: _____
Telephone: _____
Fax: _____
Name of Contact: _____
Title: _____

AIRCRAFT OPERATOR'S CONTACT

E-mail: _____
Telephone: _____
Fax: _____
Name of Contact: _____
Title: _____

**RESPONSIBLE PARTY FOR MONTHLY
USAGE REPORTING MONTHLY
REPORTING / INVOICE FORMS**

E-mail: _____
Telephone: _____
Fax: _____
Name of Contact: _____
Title: _____

REGISTERED OWNER'S ADDRESS

Company: _____
Address: _____
Address: _____
City & State: _____
Country & Postal Code _____

AIRCRAFT OPERATOR'S ADDRESS

Company: _____
Address: _____
Address: _____
City & State: _____
Country & Postal Code: _____

COMPANY NAME TO BE LISTED ON INVOICES

Company: _____
Address: _____
Address: _____
City & State: _____
Country & Postal Code: _____

HONEYWELL:

Street/Mailing Address:

Honeywell International, Inc.
MSP Contracts
1944 E. Sky Harbor Circle
Mailstop 2102-229
Phoenix, Arizona 85034
Telephone: 1-602-365-3099, Option 2, Option 4
Fax: 602-822-7502
Email: MSPcontracts@honeywell.com

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**TFE731 - EXECUTIVE OPERATOR
MAINTENANCE SERVICE PLAN**

PREAMBLE

WHEREAS, HONEYWELL DESIRES TO OFFER TFE731 SUPPORT SERVICES TO QUALIFIED EXECUTIVE OPERATORS CONSISTING OF, AND AS DEFINED HEREIN:

1. PARTS AND LABOR (EXCLUDING OVERTIME CHARGES) FOR SCHEDULED MAJOR PERIODIC INSPECTIONS AND COMPRESSOR ZONE INSPECTIONS,

2. PARTS AND LABOR (EXCLUDING OVERTIME CHARGES) FOR UNSCHEDULED MAINTENANCE ACTIVITIES,

3. PARTS AND LABOR (EXCLUDING OVERTIME CHARGES) FOR ALERT SERVICE BULLETINS AND PARTS FOR RECOMMENDED SERVICE BULLETINS,

4. RENTAL ENGINES AT THE TIME OF EXTENDED UNSCHEDULED MAINTENANCE AND SCHEDULED COMPRESSOR ZONE INSPECTIONS (EXCLUDING MAJOR PERIODIC INSPECTIONS),

5. EXCHANGE COMPONENTS, MODULES OR LINE REPLACEABLE UNITS (LRU'S) AT THE TIME OF EXTENDED UNSCHEDULED MAINTENANCE ACTIVITIES OR SCHEDULED INSPECTIONS, AND,

WHEREAS, QUALIFIED OPERATORS DESIRE TO OBTAIN SUCH SUPPORT SERVICES FROM HONEYWELL, THEN IN CONSIDERATION THEREOF, THE OPERATOR AND HONEYWELL MUTUALLY AGREE AS FOLLOWS:

I. DEFINITIONS

The following words and phrases when used in this Contract shall have the meaning and definition set forth below:

A. **ABUSE** means:

1. The failure to have accomplished the proper maintenance, repair and/or modifications of Engine Units required by HONEYWELL's applicable Alert and Recommended Service Bulletins, Maintenance Manuals, Repair and Overhaul Manuals, and other instructions issued by HONEYWELL, at the times specified by and at facilities authorized by HONEYWELL under this Contract;
2. Any operation, testing, use or storage of Engine Units which is not in accordance with HONEYWELL and/or Aircraft manufacturer's publications, directions and instructions;
3. Any misuse, negligence, neglect or wrongful act affecting Engine Units;
4. Any accident, foreign object damage, or act of God resulting in damage, fatigue or unusual wear to Engine Units.

B. **AIRCRAFT** means the particular aircraft described on Page 1 herein.

C. **COMPONENT** means a part, combination of parts, subassembly, unit or module of an Engine Unit supplied by or through HONEYWELL as referenced in the Engine Illustrated Parts Catalog.

D. **CONSUMABLE PART** means a Component which is replaced regardless of apparent condition during the course of removal, maintenance, repair service, overhaul or inspection.

E. **ENGINE** means a HONEYWELL TFE731 Turbofan Engine of the same model as that identified on Page 1 herein.

F. **ENGINE CYCLE(S)** refers to established service life limits of certain rotating components of an Engine which are subject to fatigue induced during Engine operation. The method of counting and recording such cycles shall be in accordance with current HONEYWELL publications, manuals, service bulletins, and/or instructions.

G. **ENGINE MODULE** means a specifically identified functional assembly of Components which is readily interchangeable as a unit.

H. **ENGINE OPERATING TIME** means the time interval between Engine start and Engine shutdown as recorded in the Engine Log Book.

I. **ENGINE UNIT** means an Engine, an Engine Module, Line Replaceable Unit (LRU), or Component for such Engine originally furnished by or through HONEYWELL.

J. **EXCHANGE ENGINE** means a HONEYWELL owned Engine provided as a permanent replacement for another of the same model. Such exchange constitutes transfer of title as documented by the execution of a HONEYWELL Aircraft Engine Exchange Agreement or equivalent.

- K. **HEAVY MAINTENANCE/COMPRESSOR ZONE INSPECTION (CZI)** means the disassembly, inspection, repair, reassembly and functional test of an Engine Unit in accordance with the requirements of applicable Engine Maintenance Manuals and Service Bulletins, as appropriate.
- L. **HEAVY MAINTENANCE FACILITY** means a maintenance facility authorized by HONEYWELL to perform TFE731 MSP Heavy Maintenance/Compressor Zone Inspections.
- M. **LINE REPLACEABLE UNIT (LRU)** means a Component supplied by or through HONEYWELL, as referenced in the Engine Illustrated Parts Catalog, which may normally be removed and replaced without the disassembly of any of the primary rotating components of the Engine. A representative list of Line Replaceable Units is as follows:

- Anti-Ice Valve
- Breather Pressure Valve
- Electronic Engine Control
- Flow Divider and Drain Valve
- Fuel Control Assembly
- Fuel Heater
- Fuel Manifold
- Fuel/Oil Cooler
- Fuel Pump
- Ignition Unit (Igniter Box), Ignition Leads, Igniter Plugs
- Inlet Pressure and Temperature Sensor (P₂T₂)
- Mixer Nozzle Assembly
- N1 Transducer
- N2 Transducer
- Oil Cooler, Surface Type (Qty-3)
- Oil Pump - Lube and Scavenge
- Oil Tank
- Pneumatic Modulating and Shutoff Valve (Surge Valve)
- Pneumatic Shutoff Valve (Anti-Ice)
- Pressure Limiter Valve Assembly (PCD Limiter Valve)
- Solenoid Controller Valve

- N. **LINE SERVICE CENTER** means a maintenance facility authorized by HONEYWELL to perform TFE731 MSP flight line type service, such as minor inspections, oil and filter changes, removal and replacement of Engine Units, and all related services not requiring major disassembly of the Engine.
- O. **MAJOR PERIODIC INSPECTION (MPI)** means the disassembly, inspection, repair, reassembly and functional test of an Engine Unit in accordance with the requirements of the applicable Engine Maintenance Manual and Service Bulletins.
- P. **MAJOR SERVICE CENTER** means a maintenance facility authorized by HONEYWELL to perform TFE731 MSP maintenance , inspections, and repair functions approved by HONEYWELL for field accomplishment, including major Engine disassembly, turbine and gearbox repairs and inspections, and all such related services.
- Q. **OPERATOR** means the responsible party, who has entered into this Contract and assumed the responsibilities hereunder as evidenced by becoming signatory hereto.
- R. **PURCHASER** means an individual or company to whom ownership of the Aircraft, as specified on Page 1, is transferred during the term of this Contract.

- S. **RENTAL ENGINE** means a HONEYWELL owned Engine provided to the OPERATOR by HONEYWELL under the terms of this Contract. The applicable MSP Engine Operating Hourly Usage Rate in effect at the time for the OPERATOR's removed Engine, as specified in Exhibit A, attached hereto and incorporated herein, shall apply, except during repairs for Abuse in which case HONEYWELL's normal Rental Engine charges shall apply.
- T. **ROUTINE PERIODIC INSPECTION** means inspections, serviceability checks and filter replacements as defined in the applicable Engine Maintenance Manual. Labor charges related to Digital Electronic Engine Control (DEEC) downloading are not included in Routine Periodic Inspections.
- U. **SCHEDULED MAINTENANCE** means the disassembly, inspection, repair, reassembly and functional test of an Engine Unit in accordance with the requirements of applicable maintenance manuals, repair and overhaul manuals, service bulletins, and/or other instructions issued by HONEYWELL, at times specified and at facilities approved by HONEYWELL.
- V. **SERVICE LIFE LIMIT** means the maximum point in the service life of an Engine Unit at which an Overhaul or replacement thereof is required by HONEYWELL manuals and/or specifications or FAA requirements.
- W. **SERVICEABLE UNIT** means an Engine Unit in reasonable operating condition within the limits defined in HONEYWELL's manuals, specifications and/or publications.
- X. **TIME EXPIRED UNIT** means an Engine Unit which has reached its Service Life Limit.
- Y. **TROUBLESHOOTING** means an investigative type of maintenance action which results in the identification and isolation of a malfunctioning or failed Engine Unit.
- Z. **UNSCHEDULED MAINTENANCE** means unexpected and/or emergency type of repairs necessitated by malfunctions of an Engine Unit.
- AA. **UNSERVICEABLE UNIT** means an Engine Unit which is not in reasonable operating condition within the limits defined in HONEYWELL's manuals, specifications and/or publications. It also means an Engine Unit which has reached or exceeded its designated Service Life Limit. The occurrence of time intervals for accomplishment of Scheduled Maintenance, Inspections, Service Bulletin modifications and precautionary inspections shall not be deemed a basis for declaring an Engine Unit to be unserviceable.

II. ENGINE UNIT OPERATION, MAINTENANCE AND REPAIR

During the term hereof, OPERATOR shall operate and maintain Engine Units in accordance with the Aircraft Flight Manual, Pilot's Operating Handbook, the applicable Engine Maintenance Manual, Alert and Recommended 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. OPERATOR shall comply with HONEYWELL's designated Engine Condition Trend Monitoring (ECTM) program.

A. Scheduled Maintenance

1. OPERATOR shall comply with HONEYWELL's Spectrometric Oil Analysis Program (S.O.A.P.). Engine oil samples and filter elements shall be submitted for analysis to HONEYWELL approved laboratories as outlined in TFE731 Service Information Letter (SIL) #34 or subsequent revisions. Intervals will be as specified in the Light 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 OPERATOR at HONEYWELL's expense when obtained from a HONEYWELL Authorized Service Center.
2. Routine Periodic Inspections shall be performed at the OPERATOR's expense for the labor involved.
3. Major Periodic Inspections (MPI's) shall be accomplished by a Major Service Center at HONEYWELL's expense for parts and labor (excluding overtime charges), 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 Engines and LRU's shall be the OPERATOR's responsibility.
4. Heavy Maintenance/Compressor Zone Inspections (CZI's) shall be performed by a Heavy Maintenance Facility at HONEYWELL's expense for parts and labor (excluding overtime charges), 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 Engines and LRU's shall be the OPERATOR's responsibility.
5. HONEYWELL shall apply its best efforts to provide a Rental Engine for OPERATOR's use while the removed Engine undergoes Heavy Maintenance/Compressor Zone Inspection. All Rental Engines furnished under this Contract will be made available pursuant to Section II.G. of this Contract.

B. Unscheduled Maintenance (Excluding Abuse)

Unscheduled Maintenance shall be performed by a Service Center authorized by HONEYWELL to perform the required maintenance action at HONEYWELL's expense for parts and labor (excluding overtime charges), 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 Engines and LRU's shall be the OPERATOR's responsibility.

Whenever the OPERATOR reasonably believes that an Engine Unit requires Unscheduled Maintenance, OPERATOR shall notify the HONEYWELL Authorized Service Center of its choice of the location and condition of the Unserviceable Engine Unit. In response to and within 48 hours after receiving such notice, HONEYWELL shall initiate the following actions:

1. At its option, dispatch a HONEYWELL Representative to the location of the Unserviceable Engine Unit to verify its condition; and/or,
2. Dispatch a Serviceable Engine Unit to the location specified by the OPERATOR in exchange for the Unserviceable Engine Unit; or,
3. Effect a timely repair of the Unserviceable Engine Unit. HONEYWELL may elect to furnish, for a reasonable period of time, a Serviceable Rental Engine Unit to the OPERATOR while OPERATOR's Unserviceable Engine Unit is being repaired. All Rental Engines furnished under this Contract will be made available pursuant to Section II.G. of this Contract.

C. Service Bulletins

1. HONEYWELL Alert and Recommended Service Bulletins issued prior to 30 September 1994, and HONEYWELL Service Bulletins issued subsequent to 30 September 1994 which indicate in the Compliance Section that they are covered under the terms of this Contract, shall be performed at HONEYWELL's expense for parts provided they are accomplished by a HONEYWELL Authorized Service Center in accordance with the instructions published in the respective Service Bulletin. With the exception of labor charges associated with gaining access to and the removal and replacement of Engines and LRU's, said HONEYWELL Service Bulletins shall be performed at HONEYWELL's expense for labor (excluding overtime charges) when incorporated by a HONEYWELL Authorized Service Center in conjunction with other MSP covered maintenance activities providing convenient access to the applicable Engine area; otherwise, labor expenses shall be the OPERATOR's responsibility.
 2. HONEYWELL Optional Service Bulletins issued prior to 30 September 1994, and HONEYWELL Service Bulletins issued subsequent to 30 September 1994 which indicate in the Compliance Section that they are not covered under the terms of this Contract, shall be performed at OPERATOR's discretion and sole expense unless incorporated voluntarily by HONEYWELL.
- D. All removed, nonconsumable hardware replaced during Engine Unit maintenance or repair activity becomes the property of HONEYWELL.
- E. OPERATOR shall 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 Engine Units 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 Components in performing Engine Unit maintenance or repairs. All Serviceable Engine Units exchanged by HONEYWELL or any of its Authorized Service Centers shall have sufficient service life remaining to reach the next scheduled Major Periodic Inspection or Heavy Maintenance/Compressor Zone Inspection interval, whichever first occurs.
- G. As a condition of HONEYWELL furnishing a Rental or Exchange Engine to the OPERATOR, a HONEYWELL aircraft engine bailment agreement or a HONEYWELL aircraft engine exchange agreement, as appropriate, shall be executed between OPERATOR and HONEYWELL pursuant to the following:
1. OPERATOR acknowledges and agrees that all Rental and Exchange Engines furnished under this Contract are made available pursuant to HONEYWELL's then current standard bailment or exchange engine agreement, as applicable, a copy of which is available from the HONEYWELL Authorized Service Center furnishing the Rental or Exchange Engine; or, for consultation by accessing HONEYWELL's MSP internet website, at
<https://commerce.honeywell.com/webapp/wcs/stores/servlet/eSystemDisplay?catalogId=10201&storeId=10651&categoryId=42993&langId=-1>.
- H. The OPERATOR shall ensure all removed, Unserviceable Engine Units are shipped to and received by HONEYWELL within fifteen (15) days after receipt of a Serviceable Rental or Exchange Engine Unit. Failure by OPERATOR to return a Rental Engine within fifteen (15) days after OPERATOR's removed Engine has been repaired and returned in a Serviceable condition to the HONEYWELL Authorized Service Center of OPERATOR's choice for reinstallation on the Aircraft, shall subject OPERATOR to HONEYWELL's then current Rental Engine and late return charges, as applicable.

- I. Except as provided specifically herein, HONEYWELL shall not be obligated to convert any Engine Unit to any later or improved model of that Engine Unit series. In place of an identical Engine Unit removed from OPERATOR's Aircraft, HONEYWELL may, at its option, furnish Serviceable Engine Units of later design compatible with OPERATOR's Aircraft.
- J. This Contract provides coverage for only the Engines identified on Page 1 while installed on the Aircraft likewise identified on Page 1. Exchange Engines furnished under this Contract shall also be covered while installed on the Aircraft provided the following items are accomplished:
 1. OPERATOR shall notify a HONEYWELL TFE731 MSP Program Manager of the installation of an Exchange Engine within seven (7) days following its installation on the Aircraft by submitting a completed HONEYWELL Aircraft Engine Exchange Agreement or equivalent.
 2. Upon installation of an Exchange Engine pursuant to the terms of the Aircraft Engine Exchange Agreement and receipt by HONEYWELL of said Aircraft Engine Exchange Agreement, the provisions hereof shall then apply to the newly installed Exchange Engine.

K. Abuse, Missing Items

1. OPERATOR warrants to HONEYWELL that all known or suspected Abuse or damage to Engine Units will be reported to HONEYWELL or to the HONEYWELL Authorized Service Center repairing or receiving the Engine Unit.
2. In the event that an Unserviceable Engine Unit is returned due to Abuse to HONEYWELL or to any of its Authorized Service Centers, or an Engine Unit requires, in whole or in part, repairs due to Abuse, the OPERATOR shall be responsible for all expenses associated with returning said Engine Unit to a Serviceable condition according to applicable Maintenance Manual procedures. The total cost for this maintenance action shall not exceed the suggested retail price in effect at that time for such an Engine Unit when in a new condition.
3. OPERATOR shall pay to HONEYWELL or to its Authorized Service Centers the suggested retail price in effect at the time for any Engine Unit missing from an Engine at the time of receipt thereof by that maintenance facility.

L. Intensive Service

OPERATOR warrants to HONEYWELL that the Engine Units have not been and shall not be operated in any intensive service, including without limitation, exclusive aircrew training, hostile military, commuter/regional airline, or maritime low level flight operations.

III. MONTHLY PAYMENT AND MINIMUM SERVICE CHARGE

- A. OPERATOR's responsibility for reporting and payment under the terms of this Contract shall commence with the Aircraft and Engine hours reflected on Page 1 herein.
- B. Each month during the term of this Contract, the OPERATOR shall pay to HONEYWELL, in return for the benefits provided herein, an established Engine Operating Hourly Usage Rate based upon the Time-Since-New (TSN) Hours of the Engine(s) enrolled hereunder and the Engine Operating Time logged during the month.

- C. Within ten (10) days after the end of each month, OPERATOR shall report hours on a form to be supplied and available on the MSP reporting website (Monthly Status/Invoice Form), the appropriate operational information which occurred during the preceding month, including the Aircraft Total Time and Engine Operating Times for each Engine. OPERATOR shall submit to HONEYWELL, together with the completed Monthly Status/Invoice Form, a payment equal to the Engine Operating Time logged for each Engine during the preceding month, multiplied by the Applicable Hourly Usage Rate as specified in "Exhibit A" attached hereto and incorporated herein. Such payment shall be remitted by OPERATOR with sufficient lead time in order to be received by HONEYWELL no later than the thirtieth (30th) day of the month following the reporting period. Interest shall accumulate on all amounts not received by HONEYWELL by the thirtieth (30th) day of the month following the reporting period at the rate of 18 percent per annum (1.5 percent per month).
- D. Such payment shall be remitted by OPERATOR with sufficient lead time to be received by HONEYWELL no later than the thirtieth (30th) day of the month following the reporting period. Interest shall accumulate and become due and payable by OPERATOR on all amounts not received by HONEYWELL by the thirtieth (30th) day of the month at the rate of eighteen (18) percent per annum (1.5 percent per month).
- E. If OPERATOR's report and payment for any month is not received within sixty (60) days of the end of the reporting period, all services provided under this Contract and any other MSP Contract in effect by and between OPERATOR and HONEYWELL may be discontinued and the OPERATOR will be considered in default of this Contract and any other MSP Contract in effect by and between OPERATOR and HONEYWELL.
- F. If for any reason, no Engine Operating Time is logged during any calendar month, the Monthly Status/Invoice Form shall nevertheless be completed and sent in to HONEYWELL in the normal reporting manner.
- G. The minimum service charge payable to HONEYWELL shall be based upon 75 Operating Hours per enrolled Engine (including Rental Engines) per contract year. The first contract year shall be 12 consecutive months beginning with the 1st day of the month this Contract became effective, as specified on Page 1 herein. Subsequent contract years shall begin on the anniversary of that date.
- H. An OPERATOR not fulfilling this minimum annual flight time requirement shall be invoiced annually for the difference between OPERATOR's actual flight time and the 75 hour minimum multiplied by the appropriate hourly rate in effect at the time of invoice.

IV. ASSIGNMENT, TRANSFER BENEFITS AND TERMINATION RIGHTS OF THE PARTIES

- A. OPERATOR's rights and/or duties under this Contract are not assignable under any circumstances. HONEYWELL may assign its rights and/or performance duties provided that assignment shall not be deemed a modification of its responsibilities otherwise existing under this Contract.
- B. In the event of a bonafide sale of the Aircraft to a PURCHASER desirous to participate in HONEYWELL's MSP or MSP *Gold* program, HONEYWELL shall consent to termination of this Contract with the OPERATOR. HONEYWELL may enter into a follow-on MSP or MSP *Gold* Contract with the PURCHASER subject to the terms, conditions, and rates offered by HONEYWELL at such time for follow-on MSP or MSP *Gold* Contracts for Engines of the model identified on Page 1 herein. Entry into such follow-on MSP or MSP *Gold* Contract shall be subject to compliance with each of the following requirements.
 - 1. Full payment to HONEYWELL of all amounts due and owed by OPERATOR up until the date of delivery of the Aircraft to the PURCHASER; the PURCHASER to be responsible therefore in the event OPERATOR fails to make payment.
 - 2. Receipt and acceptance by HONEYWELL of the Aircraft, Engine and other data and/or documents it deems relevant to establish the OPERATOR's liabilities and to verify the serviceability of the Engine Units.

3. At HONEYWELL's option, accomplishment of a serviceability inspection of the Engine Units, at OPERATOR's expense, by a Representative of HONEYWELL which establishes to the satisfaction of HONEYWELL that the Engine Units meet its requirements for continuation of MSP or MSP *Gold* coverage.
 4. 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* Contract.
 5. Tender to HONEYWELL of an unamended follow-on MSP or MSP *Gold* Contract acceptable to HONEYWELL bearing the proper signature of PURCHASER and providing all other information requested therein.
 6. Full payment to HONEYWELL of (1) the then currently established Transfer Fee; and, (2) any advance payments then currently required of all OPERATORS entering into an MSP or MSP *Gold* Contract.
 7. Written assent of OPERATOR to termination of this Contract upon acceptance of HONEYWELL of the follow-on MSP or MSP *Gold* contract tendered by PURCHASER.
 8. Acceptance through execution and return to PURCHASER by HONEYWELL of a copy of the follow-on MSP or MSP *Gold* Contract document tendered by PURCHASER.
- C. In the event of a bonafide sale of the Aircraft to a PURCHASER not wishing to participate in HONEYWELL's MSP or MSP *Gold* program, HONEYWELL shall consent to termination of this Contract with the OPERATOR upon compliance with each of the following conditions:
1. OPERATOR shall provide notification to HONEYWELL advising the date of the sale, the name, address and email address of the PURCHASER, the Aircraft and Engine Operating Hours recorded at the time of delivery of the Aircraft to the PURCHASER, and any other such pertinent information requested by HONEYWELL.
 2. Receipt and acceptance by HONEYWELL of the Aircraft, Engine and other data and/or documents it deems relevant to establish the OPERATOR's liabilities accrued under this Contract.
 3. Full payment to HONEYWELL of all amounts due and owed by OPERATOR up until the date of delivery of the Aircraft to the PURCHASER.
- D. In addition to the other termination rights expressed herein, HONEYWELL shall also have such additional rights to terminate or suspend its performance as may be allowed by law; but, before exercise thereof, HONEYWELL shall give OPERATOR at least ten (10) 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, OPERATOR shall be responsible for providing reporting and payment through the most current monthly reporting period such that HONEYWELL will have received such reporting and payment no later than the required date to cure the default. ***Example: Payment default notification issued on 06 December 2012 so OPERATOR must ensure that all monthly reporting and payments through NOVEMBER 2012 usage are received by HONEYWELL no later than 05 January 2013 in order to cure the default.***

V. TAXES, DUTIES AND TRANSPORTATION

- A. All transportation expenses, Federal, State or Local taxes applicable to the sale, use, delivery or transportation of Engine Units or to the services provided hereunder or to any other payments made by OPERATOR as required hereunder, and all duties, import tariffs and similar payments shall be paid by OPERATOR. All State and Local sales and use taxes applicable to the sale, use, delivery or transportation of Engine Units or to the services provided hereunder or to any other payments made by OPERATOR as required hereunder, shall be reported by OPERATOR on sales and use tax returns filed by OPERATOR with the appropriate state and local taxing jurisdictions, and shall be remitted by OPERATOR directly to such jurisdictions together with the filing of such returns.

- B. 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 Engine Units shall be paid by OPERATOR.

VI. TITLE

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

VII. ENGINE WARRANTY

This Contract supplements the applicable TFE731 Turbofan Engine Commercial Warranty in effect at the time the Engines were originally delivered by HONEYWELL.

VIII. OPERATOR'S RECORDS

OPERATOR shall enter in the Engine Log Book all Engine Operating Time required to be recorded for the purpose of this Contract and/or by the FAA or any airworthiness authority having jurisdiction thereof. In addition, OPERATOR shall record in the Engine Log Book the Engine operating cycles, operating events, modifications, repairs and maintenance as prescribed by HONEYWELL instructions and shall furnish such information to HONEYWELL or to its Authorized Service Centers from time to time upon reasonable request. OPERATOR further agrees to grant to HONEYWELL Representatives access to the Aircraft and Engine operating records upon reasonable request. OPERATOR warrants to HONEYWELL that all data recorded in the Aircraft and Engine Log Books or otherwise reported to HONEYWELL or to its Authorized Service Centers is correct. Engine Log Books shall be shipped with an Engine when returned to HONEYWELL or to one of its Authorized Service Centers for maintenance.

IX. LIMITATION OF LIABILITY

- A. THE UNDERTAKING OF HONEYWELL TO FURNISH ENGINE UNITS AND PROVIDE LABOR (EXCLUDING OVERTIME CHARGES) SHALL BE ITS SOLE AND EXCLUSIVE LIABILITY TO THE OPERATOR UNDER THIS CONTRACT WITH RESPECT TO UNSERVICEABLE ENGINE UNITS. WITH THE EXCEPTION OF THE HONEYWELL COMMERCIAL WARRANTY FOR TFE731 ENGINES AS SPECIFIED IN ARTICLE VII 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, 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 WITH RESPECT TO THE AIRCRAFT AND THE WORK THEREON, FOR ANY LIABILITY OF OPERATOR TO ANY THIRD PARTY, OR ANY OTHER DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARE HEREBY EXCLUDED AND DISCLAIMED. IN NO EVENT SHALL HONEYWELL BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

- B. HONEYWELL shall in no event nor under any circumstances be liable to OPERATOR 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 Contract, 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 Contract, shall in no case exceed an amount more than the minimum annual service charge payable under this Contract.
- C. Except for HONEYWELL owned service facilities, which are units of Honeywell Incorporated, the HONEYWELL Authorized Service Centers, as specified in current HONEYWELL publications, when performing services for the OPERATOR as contemplated by this Contract, shall be doing so as independent contractors and shall in no case be considered as Agents of HONEYWELL. In no event shall HONEYWELL be liable for services performed by independent contractors.

X. APPLICABLE LAW AND FORUM

This Contract shall be interpreted in accordance with the laws of the State of Arizona, exclusive of any choice of law rule of that State, or any other jurisdiction which could cause any matter to be referred to the law or jurisdiction other than that State. The parties hereto agree that any litigation arising out of this Contract shall be in Arizona. Any legal action by OPERATOR for alleged breach by HONEYWELL must be commenced within one (1) year from the date of such alleged breach. It is expressly agreed to exclude from this Contract, the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto.

XI. SEVERABILITY

Any provision of this Contract which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, each party hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

XII. AMENDMENT AND WAIVERS

- A. No amendment to or waiver of the terms and conditions of this Contract shall be effective unless stated in writing and executed by representatives duly authorized to bind the Parties in contract.
- B. Failure by HONEYWELL to assert all or any of its rights upon any breach of this Contract shall not be deemed a waiver of such rights, either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of any payment or service. No written waiver of any right shall extend to or affect any other right HONEYWELL may possess, nor shall such written waiver extend to any subsequent similar or dissimilar breach.

XIII. COLLECTION EXPENSES

OPERATOR shall pay all reasonable attorney fees, expenses and costs incurred by HONEYWELL in attempting recovery of any sum due and owed to it by OPERATOR where OPERATOR has failed to pay an invoiced sum due and owed to HONEYWELL within thirty (30) days following HONEYWELL's notice to OPERATOR of delinquency in payment thereof.

XIV. TERM OF AGREEMENT AND FOLLOW-ON CONTRACT

- A. HONEYWELL shall provide the goods and services set forth in this Contract for a period of sixty (60) months following the Effective Date set forth on Page 1.
- B. At the expiration of the current period of performance, HONEYWELL will allow OPERATOR to enroll in its then-current service program for Engines of the model identified on Page 1 subject to the terms, conditions, and rates offered by HONEYWELL at such time and subject to the terms and conditions below. OPERATOR will not be charged an entrance fee for such enrollment:
 - 1. OPERATOR makes application to HONEYWELL at least 60 days prior to the date of expiration;
 - 2. OPERATOR has a credit standing satisfactory to HONEYWELL.

XV. EARLY TERMINATION

- A. 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 Contract shall be terminated. All payments made under this Contract shall be nonrefundable and HONEYWELL shall have no further obligation with respect to the Aircraft and/or Engine Units. OPERATOR shall provide written notification to HONEYWELL detailing the event within seven (7) days following the occurrence and shall pay to HONEYWELL all amounts due and owed under this Contract up to the date of such event.
- B. Should OPERATOR request termination of this Contract prior to the normal expiration date hereof, for reasons other than Aircraft sale, nonrepairable Aircraft damage or theft, HONEYWELL shall have the right to determine the terms and conditions of such premature termination, including but not limited to, OPERATOR's obligation to pay the 75 Operating Hour per Engine per year minimum service charge, at current rates on date of request as provided for in Article III herein, prorated by month for all months remaining in the normal 60 month term of this Contract and based on the current Hourly Usage Rate(s) on requested termination date.

XVI. ENTIRE AGREEMENT AND SIGNATURE BLOCKS

The provisions of this Contract constitute the entire agreement between the Parties and supersede all prior representations, negotiations, agreements and contracts relating to the subject matter hereof unless specifically referred to herein and made a part hereof.

This Contract will not become effective until accepted by HONEYWELL in Phoenix, Arizona, as evidenced by the following signature of an Authorized HONEYWELL Representative.

IN WITNESS WHEREOF, the authorized Parties have signed this Contract, making it effective as of the date indicated on Page 1 herein.

(Company Name of Responsible Party)

(Location: City, State, Zip)

BY: _____
(Name of Authorized Representative)

TITLE: _____
(Position of Authorized Representative)

DATE: _____

SIGNATURE: _____

Honeywell International Inc.

Aerospace – Business & General Aviation
1944 E. Sky Harbor Circle
Mailstop 2102-229
Phoenix, Arizona 85034

BY: _____
(Name of Authorized Representative)

TITLE: MSP Program Manager
(Position of Authorized Representative)

DATE: _____

SIGNATURE: _____

COUNTERPARTS

This Agreement may be signed in one or more counterparts (including faxed or electronically transmitted copies), each of which will be deemed one and the same original. Reproductions of this executed original (with reproduced signatures) will also be deemed to be original counterparts of this Agreement.

EXHIBIT A
MSP ENGINE OPERATING HOURLY USAGE RATE AND TRANSFER FEE

The MSP Hourly Usage Rate for each Engine Operating Hour used to compute the monthly remittance due, as referred to in Article III herein, and the Transfer Fee in Article IV herein, shall be as follows:

A. RATES AND FEES:

1. Year: 2013
2. Rate: \$ 228.18 [For Engines having *less* than 4200 Time-Since-New (TSN) Hours]
 \$ 251.63 [For Engines having *more* than 4200 Time-Since-New (TSN) Hours]
3. Contract Transfer Fee: \$ 3,350.00 [Per Transfer – Assessed at the time of Aircraft sale]

B. ESCALATIONS FOR SUBSEQUENT CALENDAR YEARS:

To establish the Hourly Usage Rate for subsequent calendar years during the term of this Contract, appropriate changes, if any, shall be calculated as follows:

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.
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.
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.
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%]).
5. HONEYWELL shall perform these calculations each year and advise the OPERATOR of any escalations applicable for the next calendar year no later than December 1st of the current year.
6. 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.
7. The Contract Transfer Fee is also subject to annual adjustments.

EXHIBIT B
TFE731 MSP CONTRACT ADDENDUM
FOR ENROLLMENT IN MSP GOLD

EFFECTIVE DATE OF MSP GOLD COVERAGE:

April 22, 2013

(Must be the 1st day of the month if already enrolled in standard MSP)

EXPIRATION DATE OF MSP GOLD COVERAGE:

5 years from above date

(Must correspond to expiration date of standard MSP contract, if preexisting)

Aircraft Make/Model/Serial Number: WW2.368 MSP Contract Number: _____

Engine Serial Numbers: #1 _____ #2 _____ #3 _____ #4 _____

Engine Hours (TSN)*: #1 _____ #2 _____ #3 _____ #4 _____

*(*As of the Effective Date above)*

Aircraft Flight Hours (TSN)*: _____

Note: In the event OPERATOR is enrolled in standard MSP at the time of conversion to MSP Gold, the term of the preexisting standard TFE731 MSP Executive Operator Contract to which this Addendum will be attached shall 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 Contract. 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, shall correspond to the preexisting expiration date of the OPERATOR's standard TFE731 MSP Executive Operator Contract to which this Addendum will be attached.

Whereas HONEYWELL desires to offer expanded support services to OPERATOR under its TFE731 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 OPERATOR desires to receive such expanded coverage from HONEYWELL, then in consideration thereof, HONEYWELL and OPERATOR mutually agree to amend and supplement the standard terms and conditions of the TFE731 Turbofan Engine Maintenance Service Plan (MSP) Executive Operator Contract as follows:

PREAMBLE:

1. Paragraph 1 shall be replaced as follows:

ALL PARTS AND LABOR (EXCLUDING OVERTIME CHARGES) FOR SCHEDULED MAJOR PERIODIC INSPECTIONS AND COMPRESSOR ZONE INSPECTIONS;

2. Paragraph 2 shall be replaced as follows:

ALL PARTS AND LABOR (EXCLUDING OVERTIME CHARGES) FOR UNSCHEDULED MAINTENANCE ACTIVITIES;

3. Paragraph 3 shall be replaced as follows:

ALL PARTS AND LABOR (EXCLUDING OVERTIME CHARGES) FOR ALERT AND RECOMMENDED SERVICE BULLETINS;

4. Paragraph 5 shall be replaced as follows:

EXCHANGE COMPONENTS, MODULES, ENGINE UNITS OR LINE REPLACEABLE UNITS (LRU'S) AT THE TIME OF EXTENDED UNSCHEDULED MAINTENANCE ACTIVITIES OR SCHEDULED INSPECTIONS;

5. A new Paragraph 6 shall be added as follows:

LOGISTICAL AND OTHER INCIDENTAL EXPENSES DIRECTLY RELATED TO ENGINE UNIT MAINTENANCE AND REPAIR ACTIVITIES, SUCH AS ACCESS TIME, REMOVAL AND REINSTALLATION LABOR (EXCLUDING OVERTIME CHARGES), AND SHIPPING CHARGES; AND,

ARTICLE II:

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

Routine Periodic Inspections shall be performed at the OPERATOR's expense for the labor involved unless accomplished by a HONEYWELL Authorized Service Center in which case all parts and labor (excluding overtime and labor charges for Digital Electronic Engine Control [DEEC] downloading) shall be assumed by HONEYWELL.

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

Major Periodic Inspections (MPI's) shall be accomplished by a Major 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 Engines and LRU's.

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

Heavy Maintenance/Compressor Zone Inspections (CZI's) shall be performed by a Heavy Maintenance Facility 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 Engines and LRU's.

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

Unscheduled Maintenance shall be performed by a Service Center authorized by HONEYWELL to perform the required maintenance action 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 Engines and LRU's.

5. Paragraph C, Subparagraph 1, shall be replaced as follows:

HONEYWELL Alert and Recommended Service Bulletins issued prior to 30 September 1994, and HONEYWELL Service Bulletins issued subsequent to 30 September 1994 which indicate in the Compliance Section that they are covered under the terms of this Contract, shall be performed at HONEYWELL's expense for parts and labor (excluding overtime charges), including labor charges associated with gaining access to and the removal and replacement of Engines and LRU's, provided they are accomplished by a HONEYWELL Authorized Service Center in accordance with the instructions published in the respective Service Bulletin.

ARTICLE V:

1. Paragraph A shall be replaced as follows:

All transportation expenses and costs associated with shipment of Engines and LRU's covered under the terms of this Contract shall be assumed by HONEYWELL when HONEYWELL either makes or approves of the shipping arrangements prior to the actual shipment occurring. Failure by OPERATOR to provide HONEYWELL the opportunity to make shipping arrangements or to approve the same prior to shipment shall result in all such transportation expenses being OPERATOR's responsibility.

2. Paragraph B shall be replaced as follows:

All Federal, State or Local taxes applicable to the sale, use, delivery or transportation of Engine Units or to the services provided hereunder or to any other payments made by OPERATOR as required hereunder, and all duties, import tariffs and similar payments shall be paid by OPERATOR. All State and Local sales and use taxes applicable to the sale, use, delivery or transportation of Engine Units or to the services provided hereunder or to any other payments made by OPERATOR as required hereunder, shall be reported by OPERATOR on sales and use tax returns filed by OPERATOR with the appropriate state and local taxing jurisdictions, and shall be remitted by OPERATOR directly to such jurisdictions together with the filing of such returns.

3. A new Paragraph C shall be added as follows:

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 Engine Units shall be paid by HONEYWELL when the Aircraft cannot be relocated to a HONEYWELL Authorized Service Center due to an Engine Unit being in an Unserviceable condition. In the event the Aircraft is airworthy, it is anticipated under the terms of this Contract that said Aircraft shall be flown to the nearest HONEYWELL Authorized Service Center for repair services. Should the Aircraft not be airworthy for reasons other than Engine Unit malfunctions; or, should OPERATOR elect to have on-site Engine Unit maintenance performed by an Authorized Service Center in spite of the Aircraft being in an airworthy condition, except as otherwise provided for herein, all insurance, transportation and repair logistic expenses related to such on-site maintenance activities, including mobile repair units, personnel and equipment charges, and all expenses related thereto, incident to the repair, exchange, or loan of Engine Units shall be paid by OPERATOR.

4. A new Paragraph D shall be added as follows:

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

EXHIBIT A:

1. Rates and Fees:

For OPERATOR's enrolling into MSP *Gold* during calendar year 2013, regardless of the "Effective Date of MSP *Gold* Coverage" selected, as delineated above, the standard MSP Engine Operating Hourly Usage Rates, as specified in Exhibit A of the TFE731 MSP Executive Operator Contract and as adjusted annually in accordance with the economic index set forth therein, shall be increased by \$ 20.10 per Hour per Engine in order to receive the expanded coverage under this TFE731 MSP *Gold* Addendum.

2. Escalations for Subsequent Calendar Years:

Changes to the MSP Engine Operating Hourly Usage Rates for subsequent calendar years during the term hereof shall be in accordance with the US Department of Labor economic index as set forth in Exhibit A of the TFE731 MSP Executive Operator Contract.

GENERAL PROVISIONS:

The provisions of this Addendum shall amend and/or supplement, as applicable, the standard terms and conditions of the TFE731 Turbofan Engine Maintenance Service Plan (MSP) Executive Operator Contract and shall 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 shall hereinafter be referred to as "TFE731 MSP *Gold*" or the "TFE731 MSP *Gold* Program".

TFE731 MSP *Gold*, when accepted and mutually agreed to, as evidenced by the following signatures of the Parties hereto, shall become effective on the date set forth on Page 1 of this Addendum and shall expire on the date likewise set forth on Page 1. Pursuant to the terms of Article XV of the TFE731 MSP Executive Operator Contract, upon expiration of this term, said TFE731 MSP Executive Operator Contract and this accompanying TFE731 MSP *Gold* Addendum may be renewed for an additional period of sixty (60) months subject to the terms, conditions and rates then offered by HONEYWELL for such follow-on TFE731 MSP *Gold* contracts.

IN WITNESS WHEREOF, the authorized Parties have signed this TFE731 MSP *Gold* Addendum, making it part of the TFE731 MSP Executive Operator Contract to which attached and effective as of the date indicated on Page 1 of this Addendum.

(Company Name of Responsible Party)

(Location: City, State, Zip)

BY: _____
(Name of Authorized Representative)

TITLE: _____
(Position of Authorized Representative)

DATE: _____

SIGNATURE: _____

Honeywell International Inc.

Aerospace – Business & General Aviation
1944 E. Sky Harbor Circle
Phoenix, Arizona 85034

BY: _____
(Name of Authorized Representative)

TITLE: MSP Program Manager
(Position of Authorized Representative)

DATE: _____

SIGNATURE: _____

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

_____ **Standard MSP *Gold* coverage (\$20.10 per hour per Engine for calendar year 2013, escalated annually)**

_____ **MSP *Gold* *NRL** coverage (\$ 16.83 per hour per Engine for calendar year 2013, escalated annually)**

- **No Routine Periodic Inspection Labor included.**

ADDENDUM TO MSP CONTRACT NUMBER: _____

Aircraft Make: Westwind Model: 1124A Serial Number: 368

In consideration of the obligations stated below, Honeywell International Inc. (HONEYWELL) and the undersigned Registered Owner (REGISTERED OWNER) and Operator (OPERATOR) mutually agree as follows:

1. REGISTERED OWNER hereby assumes and undertakes, jointly and severally, the duties and responsibilities of the OPERATOR in the above referenced Maintenance Service Plan (MSP) Contract.
2. In the event the Aircraft is leased or otherwise transferred for operational use by REGISTERED OWNER to another entity, HONEYWELL shall provide the benefits of the MSP Contract to the new OPERATOR or other entity following written request of the REGISTERED OWNER, subject to the continued proper performance of the duties and obligations of the OPERATOR under the Contract by the new OPERATOR and/or such other entity.
3. In the event of a default by the OPERATOR or REGISTERED OWNER or a future transferee of the Aircraft, HONEYWELL shall give at least thirty (30) days advance notice of the default and of HONEYWELL's intent to terminate the MSP Contract because of OPERATOR default to the REGISTERED OWNER. REGISTERED OWNER, within said time, may cure the default and, by written notice to HONEYWELL, assume the performance of the MSP Contract on behalf of itself as successor to OPERATOR, or for the benefit of OPERATOR, as REGISTERED OWNER may elect. If the REGISTERED OWNER does not cure the default within said thirty (30) day period of time, HONEYWELL shall hereby be discharged from its duties and obligations under the MSP Contract and may pursue all remedies allowed by law because of such default.

Accepted by HONEYWELL in Phoenix, Arizona on the _____ day of _____, 20____

OPERATOR

REGISTERED OWNER

(Company Name)

(Company Name)

(Location: City, State, Zip Code)

(Location: City, State, Zip Code)

By: _____
(Typed Name of Company Official)

By: _____
(Typed Name of Company Official)

Title: _____
(Typed Position of Company Official)

Title: _____
(Typed Position of Company Official)

SIGNATURE DATE

SIGNATURE DATE

HONEYWELL

By: _____
(Typed Name of Company Official)

Title: _____
(Typed Position of Company Official)

SIGNATURE DATE

MSP PAYMENT AUTHORIZATION

TO: Honeywell
Engines Division
MSP PROGRAM MANAGER
Phoenix, AZ 85034
Phone: 602-365-2734
Fax: 602-365-5313

FROM: _____
Name: _____
Address: _____
Email: _____
Tel No: _____

MSP CONTRACT NUMBER: Aircraft 3108F
Make, Model, Serial Number: Reference WW2.368
(Reporting Month/Year): _____
Amount Remitted (in U.S. Dollars): \$3350.00

Payment Option:

I hereby authorize Honeywell to charge my credit card for this charge only.

Type of Credit Cards: American Express
 MasterCard
 VISA

Card Number: _____

Expiration Date: _____

Name As it Appears On Credit Card: _____

Credit Card Billing Address: _____

Signature of Cardholder: _____

Honeywell

HONEYWELL

Aftermarket Maintenance Programs

P.O. Box 29003

Phoenix, AZ 85038-9003

Attn: MSP Transfers

Ph: 602 365 3181

Fax: 602 365 5313

MAINTENANCE SERVICE PLAN (MSP)
ORIGINAL INVOICE

Kevin Nelms

Lancair of Texas, Inc.

dba Columbia Aircraft of Texas

Invoice Number: A/C WW2.368

Date: 5/6/13

Aircraft WW II 368

Engine S/N: 1: P-77482 2: P-77488

3: _____ 4: _____

APU S/N: _____

Type of Invoice:

Transfer Fee:

TRANSFER FEE: (applicable each time the contract is transferred)

Amount Due: \$ 3,350.00

Comments: This Invoice is Due Upon Receipt

Total Invoice Amount Due: \$ 3,350.00

To expedite the transfer process, please refer to our credit card authorization form to have your transfer fee processed to your credit card details