

4389 International Gateway
Columbus, OH 43219
Phone: 614-237-3747
Fax: 614-238-0049



Fax

To: Department of Administration,
Purchasing Division

From: Lane Aviation Corporation

Fax: 304-558-3970

Pages:

Phone:

Date: 9/28/2016

Re: Solicitation CRFQ0215 AVN1700000002 **cc:**

Urgent For Review Please Comment **Please Reply** Please Recycle

Attention:

Sealed Bid: Lane Aviation Corporation

Buyer: Linda Harper

Solicitation Numbers: CRFQ 0215 AVN1700000002

Bid Opening Date: September 29, 2016

Bid Opening Time: 1:30 PM

Fax Number: 614-238-0049

9/28/2016 15:11:54
TO PURCHASING DIVISION

RECEIVED TIME SEP. 28. 2:44PM



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 33 - Service - Misc

Proc Folder: 249402

Doc Description: AIRCRAFT MAINTENANCE AND REPAIR FOR THE STATE OF WV

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-09-01	2016-09-29 13:30:00	CRFQ 0215 AVN1700000002	1

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

Vendor Name, Address and Telephone Number:
 LANE AVIATION
 4389 INTERNATIONAL GATEWAY
 COLUMBUS, OH 43219

FOR INFORMATION CONTACT THE BUYER
 Linda Harper
 (304) 558-0468
 linda.b.harper@wv.gov

Signature X FEIN # DATE

All offers subject to all terms and conditions contained in this solicitation

The West Virginia Purchasing Division for the Agency, The West Virginia Department of Administration Aviation Division is soliciting bids from qualified vendors to establish an "Open-End" contract for the Aircraft Maintenance and repair for the State of WV Cessna 208B per the Specifications, Terms & Conditions and bid requirements as attached.

DEPARTMENT OF ADMINISTRATION AVIATION DIVISION 502 EAGLE MOUNTAIN RD CHARLESTON WV25311 US	DEPARTMENT OF ADMINISTRATION AVIATION DIVISION 502 EAGLE MOUNTAIN RD CHARLESTON WV 25311 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	MAINTENANCE AND REPAIR SERVICE	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
78181800			

Extended Description :
 Vendors must submit a copy of attached Exhibit A pricing page

Line	Event	Event Date
1	Question Deadline 3:00 p.m.	2018-09-15

AVN1700000002	Document Phase Draft	Document Description AIRCRAFT MAINTENANCE AND REPAIR FOR THE STATE OF WV	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

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Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: September 15, 2016, 3:00 p.m.

Submit Questions to: Linda B. Harper, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Linda.B.Harper@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

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The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: AIRCRAFT MAINTENANCE AND REPAIR FOR CESSNA 208B
BUYER: LINDA B. HARPER
SOLICITATION NO.: CRFQ AVN1700000002
BID OPENING DATE: SEPTEMBER 29, 2016
BID OPENING TIME: 1:30 PM
FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: September 29, 2016, 1:30 PM

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

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- 8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
- 14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

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16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance."

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

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GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
 - 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on November 12, 2016 and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

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4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of \$250,000.00 or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

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LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of N/A

for _____,

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

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11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

14. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

15. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

16. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

18. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

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19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

20. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

21. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

22. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

24. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

25. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

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27. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

28. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

29. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

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36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

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41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.


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DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

JAMES L SEYMOUR AIRCRAFT SERVICE COORDINATOR
 (Name, Title)
JAMES L SEYMOUR AIRCRAFT SERVICE COORDINATOR
 (Printed Name and Title)
4389 INTERNATIONAL GATEWAY COLUMBUS, OH 43219
 (Address)
614-237-3747 x123 / 614-238-0049
 (Phone Number) / (Fax Number)
JA SEYMOUR @ LANE AVIATION . COM
 (email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

LANE AVIATION CORPORATION
 (Company)
 PRESIDENT
 (Authorized Signature) (Representative Name, Title)
STEVEN J EVANS PRESIDENT
 (Printed Name and Title of Authorized Representative)
9/28/16
 (Date)
614-237-3747 x153 614-643-6825
 (Phone Number) (Fax Number)

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ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

LANE AVIATION CORPORATION
Company

[Signature]
Authorized Signature

9/29/2016
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

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**REQUEST FOR QUOTATION
AIRCRAFT MAINTENANCE AND REPAIR FOR THE STATE OF WV
Cessna 208B, N2WV, SN: 2077**

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Administration Aviation Division to establish an open-end contract for scheduled and unscheduled maintenance on the following aircraft: 2009 Cessna 208B, N2WV, SN: 2077
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **"Contract Item" or "Contract Items"** means the list of items identified in Section 3.1 below.
 - 2.2 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
 - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division
 - 2.4 **"Consumables"** means paper towels, wash solution, cleaners. Vendor will incorporate this figured in Hourly Shop Rates on Pricing Page.
 - 2.5 **"CESCOM"** means the exclusive factory authorized maintenance tracking program for Cessna.
 - 2.6 **"KTS"** means knots true air speed
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 **AIRCRAFT MAINTENANCE AND REPAIR:** To provide aircraft scheduled, un-scheduled maintenance, and/or emergency repairs for the following aircraft: 2009 Cessna, N2WV, SN: 2077

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AIRCRAFT MAINTENANCE AND REPAIR FOR THE STATE OF WV
Cessna 208B, N2WV, SN: 2077**

3.1.1.1 INSPECTION, MAINTENANCE, REPAIRS AND SERVICES: The vendor shall provide inspections, scheduled and unscheduled maintenance and services as may be required, as well as emergency repairs in the field. Unscheduled maintenance and emergency repairs will be conducted in a timely manner so as to prevent prolonged down time in accordance with prevailing circumstances at that time. All maintenance and services will be accomplished promptly and without delay.

The vendor will commence maintenance no later than the next business day, after agreed upon date, and continue maintenance until the aircraft is returned to the Department of Administration, Aviation Division, state of West Virginia, in an airworthy condition.

Unnecessary delays, except those which are caused by the unavailability of parts, may be cause for cancellation of this contract.

3.1.1.2 EMERGENCY REPAIRS: Those unforeseen events causing extended or prolonged grounding time of an aircraft in the field or home facility which require immediate action in order to restore the aircraft to an airworthy condition such that it is available for the protection of human life or the prevention of damage to property.

3.1.1.3 AIRCRAFT REPAIR STATION: The vendor shall meet all requirements as set forth by the Federal Aviation Administration (FAA) and will be licensed as an Aircraft Repair Station. The repair station will maintain parts and tools as required. The station will also be authorized and certified to accomplish inspections, maintenance, and service on turbine engines. The vendor shall provide a copy of their FAA Repair Station License. It is preferred that this information be provided with the bid response but is required before award of Contract.

3.1.1.4 AUTHORIZED SERVICE CENTER: The vendor shall be a Cessna Authorized Service Center for the model(s) of aircraft specified herein for the duration of the purchase

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Cessna 208B, N2WV, SN: 2077**

preferred that this information be provided with the bid response and is required before award of contract.

3.1.1.8 INSPECTIONS AND MAINTENANCE SERVICE: The vendor shall provide all inspections and maintenance as required by the agency. Both scheduled and unscheduled maintenance will be considered scheduled maintenance as per the aircraft maintenance and overhaul manual, engine maintenance manual, and Federal Aviation Regulations. Maintenance will include all Airworthiness Directives and Service Bulletins which apply. Service letters will be at agency request.

At such time as an engine requires extensive maintenance due to internal malfunctions, or an overhaul, due to the time, and the maintenance repair cannot be accomplished at the vendor's facility, the vendor will remove said engine and prepare the same for shipping. The engine will be sent to an overhaul shop chosen by the agency for overhaul and / or repair.

The vendor will obtain estimates from manufacturer approved facilities for engine accessory overhaul or exchange. The vendor will provide all parts necessary to accomplish said maintenance or service as required. Only Federal Aviation Administration approved materials and parts shall be used. Life limited and flight safety critical parts, components and materials will be obtained from Cessna (Cessna Parts). Other non-critical standard hardware, consumable parts or materials may be obtained from other approved vendors (Non-Cessna Parts). The vendor shall install or replace any or all approved parts that may be provided by the Department of Administration, Aviation Division to restore the above aircraft to an airworthy condition.

The agency may, at its discretion, require the vendor to employ alternate freight carriers to expedite delivery of aircraft repair parts. In such instances, the agency will absorb the actual cost of the freight. Vendor will prepay freight charges and charge back to the agency. The vendor shall provide a copy of the freight bill with their invoice.

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Cessna 208B, N2WV, SN: 2077**

Scheduled maintenance and inspections will be conducted at the vendor's facility in accordance with the manufacturer-approved maintenance program.

The vendor shall furnish the agency with a computer generated aircraft maintenance status report after scheduled/unscheduled maintenance is performed.

The vendor shall provide a detailed work order describing all maintenance performed on agency aircraft after scheduled/unscheduled maintenance is performed.

3.1.1.9 AVIONICS EQUIPMENT AND SPECIAL INSTRUMENTATION: The vendor shall also provide the removal or replacement of components which do not require special tools, equipment or ratings response.

The vendor shall employ at least one avionics technician that will provide the removal, replacement or repair of avionics components as necessary.

The vendor shall provide the State of West Virginia with an updated roster listing the avionics technician(s) by name. It is preferred that this information be provided with the bid response and is required before award of contract.

3.1.1.10 DAMAGE CAUSED BY THE VENDOR: The vendor agrees to reimburse or cause repair to the Department of Administration, Aviation Division for any damage occasioned thereto by the misfeasance or non-feasance of said vendor, its employees, agents, subcontractors, or employees thereof, in respect to the operation of this contract.

3.1.1.11 INSURANCE: The vendor shall furnish proof of coverage of Commercial General Liability Insurance prior to the issuance of the contract. The minimum amount of insurance coverage required is \$ 250,000.00

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4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Pages: Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

1. Unit Cost multiplied Estimated Quantity equals Extended Cost. For Line Items 1 through 4 of Exhibit "A".
2. Items 5 and 6 "Parts" Percent Discount from list proposed by vendor multiplied by Estimated List Price for Extended Cost.
3. Consumables Item 11 is the sum of Items 1 and 4 multiplied by Vendor percentage for Cost of Consumables. If vendor does not charge for Consumables then enter "0" in the percentage field for NO COST.
4. Nautical Miles to Contractors Facility Airport from Yeager Airport, Charleston, WV. (Divided by) 160 KTAS (multiplied by) \$700.00 per hour (multiplied by) 2 Round Trip Calculation. Mileage will be verified using: <http://www.infoplease.com/atlas/calculate-distance.html>
5. Total Bid is the sum of Section "A" (+) "Section (B) (=) Total Pricing Page Bid Amount.

Vendor's who wish to respond to this CRFQ online may submit information through the State's wvOASIS Vendor Self Service (VSS). Vendors should download the Exhibit "A": Pricing Page that is attached separately to the CRFQ and published to the VSS. Vendors must complete this form with their pricing information and include it as an attachment to their online response with an Attachment Type of "Pricing". The Pricing Page attachments (Pricing) are then downloaded by the Buyer during the scheduled bid opening for bid evaluation.

If unable to respond online please submit the Exhibit "A" Proposal Form/Pricing Pages with your bid prior to the scheduled bid opening date.

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5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 5.3 Invoicing:** All invoices, delivery slips or freight bills must show the Department of Administration, Aviation Division, purchase order number.

The West Virginia Department of Administration, Aviation Division shall reimburse the vendor in accordance with the state of West Virginia travel management regulations for meals and lodging of employees when they are required to travel over fifty (50) miles from the vendor's facility and that travel involves an overnight stay. Current West Virginia travel management regulations can be found at: <http://www.state.wv.us/admin/purchase/travel>.

Mileage charges will be reimbursed based on the current West Virginia travel regulations. Current West Virginia travel management regulations can be found at: <http://www.state.wv.us/admin/purchase/travel>.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within two (2) business days after orders are received. Vendor shall deliver emergency orders within one (1) business day after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must

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first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

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7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2 Failure to comply with other specifications and requirements contained herein.
- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

- 7.2.1 Immediate cancellation of the Contract.
- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

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Cessna 208B, N2WV, SN: 2077

- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: JAMES SEYMOUR

Telephone Number: 614-237-3747 x123

Fax Number: 614-238-0049

Email Address: JASEYMOUR@LANEAVIATION.COM

Revised 10/27/2014

RECEIVED TIME SEP. 28. 2:44PM

Exhibit A - Pricing Page (Caravan)

Vendors must complete the below cost scenario.

Section A:

Normal working hours are considered to be Monday through Friday from:

8:00 am to 11:59 pm.

RATE SCHEDULE:					
Line Item	Description	Unit Cost	Unit of Measure	Estimated Quantity	Extended Cost
1	Straight Hourly Shop Rate	\$ 99.00	per hour	100	\$ 9,900.00
2	Shop Rate other than Normal Working	\$ 148.50	per hour	10	\$ 1,485.00
3	Hourly Rate at other than Contractor Facility	\$ 99.00	per hour	10	\$ 990.00
4	OPS 30 AC Severe Corrosion Inspection MLG	\$ 3500.00	per insp.	1	\$ 3500.00
				Total Lines 1-4	\$ 15,875.00

PARTS:					
Line Item	Description		% Discount from List	Estimated List Price	Extended Cost
5	Cessna Parts:		10%	\$3,000	\$2,700.00
6	Non-Cessna Parts		10%	\$2,000	\$1,800.00

EQUIPMENT USE FEES:					
Line Item	Description	Unit Cost	Unit of Measure	Estimated Quantity	Extended Cost
7	Battery Service Fee (Lead Acid)	\$ 450.00	per use	1	\$ 450.00
8	Pitot/Static, Transponder Test Fee	\$ 850.00	per use	1	\$ 850.00
9	Aircraft Scales	\$ 350.00	per use	1	\$ 350.00
10	Prop Balance Fee	\$ 450.00	per use	1	\$ 450.00

OTHER FEES:					
Line Item	Description				Extended Cost
	Consumables			% for cost of Consumables	\$ 476.25
11	Consumables will be calculated based on a percentage of the total labor cost (Total Lines 1-4). Vendors must enter a percentage amount that will be multiplied by the total labor cost which will be used to calculate the extended cost of consumables. Vendors not charging for consumables will enter a "0" in the Percentage field.			3%	

Subtotal A:	\$ 22,951.25
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Section B:

Flight time calculation to fly Round Trip from Charleston, WV

Round Trip Cost Calculation will be based on the straight line distance of the contractor's facility from Yeager Airport in Charleston, WV in nautical miles divided by aircraft nominal airspeed multiplied by the Aviation Division's billing rate per hour multiplied by two.

Description	Per Trip
114.5 NM to contractor's facility divided by 160 (KTAS) x \$700.00 (per hour) x 2	\$ 1,008.00
Subtotal B:	\$ 1,008.00
Subtotal Section A:	\$ 22,951.25
Subtotal Section B:	\$ 1,008.00
Total Bid:	\$ 23,959.25

Notes:

- 1) For line item 4, the vendor shall provide a cost based upon the ability to perform the OPS 30/AC Severe Corrosion Inspection for the Main Landing Gear on aircraft with the TKS Installed without removing the installed cargo pod.
- 2) The quantities listed above are provided for bid evaluation purposes only. The actual quantities may vary based on the need of agency and will be determined based on the unit price supplied in the vendors bid.
- 3) Vendors should complete this form in its entirety in lieu of submitting other quote forms. Submitted form should be provided in a legible form. (Typewritten form preferred.)
- 5) Vendors must submit unit prices for all line items. Failure to provide unit prices will result in the disqualification of the vendor's bid.
- 6) Consumable fee is captured on Line 11 as a percentage of the labor fees (items 1, 2, 3, 4). Any Vendor not charging for Consumables will enter a "0" in the percentage field to reflect no cost.

WV-10
Approved / Revised
08/01/15

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____

Signed: _____

Date: _____

Title: _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: LANE AVIATION CORPORATION

Authorized Signature: [Signature] Date: 9/28/2016

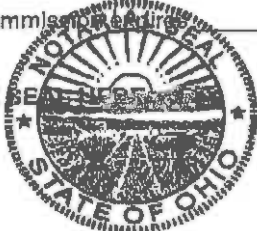
State of Ohio

County of Franklin, to-wit:

Taken, subscribed, and sworn to before me this 28th day of September, 2016.

My Commission Expires _____, 20____.

AFFIX SEAL HERE



Teresa A Gray
Notary Public, State of Ohio
My Commission Expires 06-01-2020

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 08/01/2015)

CERTIFICATE OF INSURANCE

This certificate is given as a matter of information only and confers no rights upon the certificate addressee.

Date: December 13, 2015
 This is to certify to:
 To Whom It May Concern

That the following policy has been issued to:
LANE AVIATION CORPORATION AND LANE AIR SERVICES COMPANY
 P.O. BOX 360420
 COLUMBUS, OH 43236-0420

Policy No. 13000105 issued by one or more member companies of Global Aerospace Pool through Global Aerospace, Inc.
 Policy Period: from December 31, 2015 to December 31, 2016

AVIATION GROUND OPERATIONS LIABILITY

<u>Coverages</u>	<u>Limits of Liability</u>
Each Occurrence Limit	\$100,000,000
Damage to Premises Rented to You Limit	\$2,000,000
Medical Expense Limit (Any One Person)	\$100,000
Personal and Advertising Injury Aggregate Limit	\$25,000,000
General Aggregate Limit (Other than Products-Completed Operations and Hangarkeepers)	Not Applicable
Products-Completed Operations and Hangarkeepers Aggregate Limit	\$100,000,000
Hangarkeepers' Each Accident Limit	\$100,000,000
Hangarkeepers' Each Aircraft Limit	\$100,000,000

Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. This certificate does not amend, extend or otherwise alter the coverages afforded by the policies described herein. Limits may have been reduced by paid claims.

GLOBAL AEROSPACE, INC.

BY:  _____

AOL2001 July 2009

Page 1 of 1



Certificate No. 942404608

RECEIVED TIME SEP. 28. 2:44PM

AUTHORIZED CHANNEL PARTNER AGREEMENT

This agreement ("Agreement") is entered into as of the effective date set forth below, by and between:

<p>1) "Company" Textron Aviation Inc., a Kansas Corporation, located at 1 Cessna Blvd, Wichita Kansas 67215; Company is a subsidiary of Textron Inc. ("Textron")</p>	<p>2) "Channel Partner" Lane Aviation Corporation dba Lane Aviation 4393 International Gateway Columbus, OH 43219 United States A Corporation organized under the laws of Ohio</p>
<p>Any formal notice ("Notice") required to be provided to Company under this Agreement will be sent to: Michele Blitz, Manager Channel Partner Operations at the Company's address, or provided in Article 21 of this Agreement: Telephone: (316)-517-3338 Email: ChannelPartners@txtav.com</p>	<p>Any Notice required to be provided to Channel Partner will be sent to: Steve Evans, President 4393 International Gateway Columbus, OH 43219 Channel Partner is required to provide Notice of any change to the address and contact information.</p>

Subject to the terms and conditions of this Agreement, Company appoints Channel Partner to act in the capacity described in Article 4 herein (the "Appointment"). Channel Partner hereby accepts the Appointment.

3) Term of Agreement

This Agreement will commence upon the effective date (defined as the date this Agreement is signed by Company (the "Effective Date") and continue until midnight on: 2/28/2019, (the "Term"), unless terminated prior to the expiration date as set forth in Article 15. In the event the parties desire to renew this Agreement, they may do so only by mutual agreement signed by both parties. Neither Company nor Channel Partner will have any obligation to renew or extend this Agreement. This Agreement will in all cases be construed as a fixed term Agreement. Continuing correspondence, meetings, acceptance of orders, or other dealings following the Term will not be deemed to be an extension or renewal of this Agreement.

4) Appointments and Appendices

Company hereby appoints Channel Partner to act in connection with the Appointments marked with an "X" and this Agreement will include each of the referenced Appendices:

- | | |
|--|--|
| <input type="checkbox"/> Authorized Sales Representative Appendix A | <input checked="" type="checkbox"/> Prospect Identifier Appendix D |
| <input checked="" type="checkbox"/> Authorized Service Facility Appendix B | Summary of Global Anti-Corruption Laws Appendix E |
| <input type="checkbox"/> Authorized Cessna Pilot Center Appendix C | <input type="checkbox"/> Other Addendums _____ |

The marked Appendices will further specify the region, country or territory in which the Channel Partner may operate (the "Area of Responsibility"), the Company's products and the repair services Channel Partner will be authorized to provide along with other terms and conditions associated with the Appointment(s).

5) Purpose of Agreement

The parties intend that, under the Appointment, Channel Partner will be authorized to represent Company in connection with the Appointment(s) identified in Article 4 as to only those specific Company products ("Products"), maintenance, repair and training services ("Services") identified in the respective Appendices that are made part of this Agreement.

6) Policy Manuals and Linked Documents

This Agreement also incorporates by reference the policy or procedure guides ("Policy Manuals") identified as being part of the Appointment in the Appendices. Channel Partner acknowledges that the Policy Manuals include important terms and conditions relating to the Appointment including, but not limited to, commissions rates, discount rates, special promotions, tool lists, inventory requirements, payment instructions, export information, import requirements, trademark standards and other requirements that govern the relationship between Channel Partner and Company. Channel Partner agrees that the Policy Manuals may link to other documents, publications and databases ("Linked Documents") where additional terms, conditions and requirements may be located. The term Linked Documents will also include the Channel Partner's listing in the Salesforce.com database that is maintained by the Company which may include named accounts and other important details about the Appointment. The Linked Documents are hereby incorporated into this Agreement by reference. Company reserves the right to revise, update, change, amend, supersede, cancel, delete, change links, and otherwise declare obsolete any portion of the Policy Manual and Linked Documents at any time without providing notice to Channel Partner.

7) Channel Partner's Ownership

This Agreement is being entered into by Company in reliance upon the qualifications of the existing ownership and upon the successful completion of a due diligence review of Channel Partner. Channel Partner warrants and represents that the information it has provided relating to its ownership is current, accurate and complete. Channel Partner will provide Company with a minimum of thirty (30) days' Notice of any proposed change in the beneficial ownership that will result in a change in control of Channel Partner and will not proceed with the proposed sale, assignment, transfer, merger, or otherwise change its ownership without Company's prior written consent. A change of control will be deemed to have taken place upon transfer of a majority of the ownership or beneficial interests in Channel Partner. Any violation of this provision will be deemed to be a serious breach of this Agreement under Article 15.E. At any time during the Term of this Agreement, Channel Partner at the request of Company will provide third party verification of ownership acceptable to Company.

8) Channel Partner Management

This Agreement is entered into by Company based on the qualifications of Channel Partner's management team and upon the successful completion of a due diligence review of the management team members. Channel Partner warrants and represents that the information it has provided relating to its management is current, accurate and complete. Channel Partner will immediately notify Company in the event Channel Partner discharges or otherwise changes any of the primary managers that were identified during the due diligence process as having responsibility for the activities contemplated by the Appointment and will, upon request, provide information detailing the reasons why the management change occurred. Channel Partner will provide the name, date of birth and a resume or *curriculum vitae* and such other information as Company may request in connection with any new managers responsible for Channel Partner's activities contemplated by the Appointment. Upon receipt of all information about a new manager(s), Company will have sixty (60) days to conduct its due diligence review of the new manager(s). If Company is unable to complete a successful due diligence review of the new manager(s) due to the Channel Partner's failure to provide requested information Company will notify Channel Partner who will then have ten (10) days to address Company's concerns with the due diligence review. In the event, Channel Partner is unable to

meet Company's objection, then Company may immediately terminate this Agreement without additional notice in accordance with Article 15.E.

9) Subagent Appointments.

In the event that Company grants approval of the appointment of a Subagent in accordance with Article 14.E(6), the appointment will be made only in the name of and for the account of Channel Partner and will be for a period of time that is no longer than the Term of this Agreement. Channel Partner will impose by written agreement with Subagent substantially the same obligations as Company has imposed on Channel Partner for purposes of protecting the Company. Channel Partner will defend, indemnify and hold Company harmless against any claim, loss, liability or expense (including attorneys' fees and court costs) arising out of or based upon any claim arising from Channel Partner's appointment of a Subagent. Any breach of this provision shall be considered a serious breach of this Agreement under Article 15E.

10) Channel Partner Representations and Warranties

Channel Partner represents and warrants to Company that:

- A. Existence, Licenses and Registrations.** Channel Partner is: (i) duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation; (ii) has its principal place of business located at its address specified in this Agreement; (iii) has all requisite corporate or other power, and has all material governmental licenses, authorizations, consents and approvals necessary to own its assets and carry on its business as now being conducted, or as proposed to be conducted, under this Agreement; and (iv) is qualified to do business, is in good standing with, and has all necessary registrations in the jurisdictions in which Channel Partner will sell Products or perform Services under this Agreement. Furthermore, that no filings or registrations with any governmental or regulatory authority are necessary for the execution, delivery, performance, enforceability or validity of this Agreement as to Channel Partner. Channel Partner agrees that it will preserve and maintain its legal existence and all of the license, authorization, and registration requirements necessary for the Appointment during the entire Term. Channel Partner will immediately report the loss, suspension, termination or non-renewal of any license or registration impacting its existence, the location or any authorization necessary for the Appointment. The loss, non-renewal, or revocation of any required license or authorization shall be considered to be a serious breach of this Agreement under Article 15.E.;
- B. Disclosure of all Legal Proceedings.** Except as disclosed in writing prior to the date of this Agreement, there are no legal proceedings (including but not limited to court cases and arbitrations); or government investigations or actions Channel Partner is aware of which, if adversely determined, could have a material adverse impact on: (i) the ability of Channel Partner to perform its duties, (ii) the validity or enforceability of this Agreement, or (iii) the rights and remedies of Company;
- C. No Violation of Law or Agreement.** The execution, delivery and performance of this Agreement will not conflict with, or result in a breach of, or require any consent under: (i) the charter or bylaws (or other organizational documents) of Channel Partner; (ii) any applicable law or regulation; (iii) any order, writ, injunction or decree of any court or governmental authority; or (iv) any agreement or instrument to which Channel Partner is a party; and
- D. Performance of Agreement.** Channel Partner is capable of performing its responsibilities pursuant to the terms and conditions stipulated in this Agreement.

11) Channel Partner Obligations

Channel Partner will perform and comply with each of the following duties and responsibilities:

- A. Customer Development.** Use its best efforts to promote, market and sell the Products and Services associated with the Appointment and to assist Company in establishing and maintaining a positive

- relationship with all new, existing and prospective Company customers. This obligation will extend to providing the necessary customer support, either pre-sale or post-sale, as is consistent with the Appointment;
- B. **Staff.** Employ and maintain sufficient staff with the necessary training needed to perform its obligations under this Agreement;
- C. **Training Designee.** Designate one manager or owner who speaks English and is involved in the day to day operation of the business to attend, at Channel Partner's expense, the periodic sales meetings held by Company for such persons. Channel Partner will also ensure that its other appropriate personnel, at Channel Partner's expense, will attend the periodic training seminars conducted by Company as is necessary for the Appointment;
- D. **Facility Size, Condition and Equipment.** Establish and maintain an official place of business for purposes of conducting the business activities authorized under this Agreement. The facility(ies) must be of sufficient size, quality and condition for the business activities required by the Appointment. Facilities must be maintained in a clean, orderly and safe condition as is consistent with the Products and Services being provided. All facility(ies) must have the personnel, tools, office equipment, software, tooling, inventory and documentation specified in the Policy Manual applicable to the Appointment. Channel Partner will permit Company to inspect its facility(ies) during normal business hours;
- E. **Signs.** Display signage showing the brand names that are appropriate to the Appointment. All brand displays will be made to enhance the brand image of the Products, Services and Company and will comply with the Textron Aviation Brand and Style Guidance for Channel Partners as referenced in the applicable Policy Manual. Channel Partner will be responsible for paying any costs associated with obtaining, displaying and maintaining the signage. Channel Partner is not obligated to purchase signage from Company. All signage displaying a Company brand or trademark are required to be reviewed and approved by Company prior to installation. Channel Partner will ensure that appropriate signage is in place within sixty (60) days of executing this Agreement. Channel Partner will provide photographs of any brand specific signage upon request by Company. Channel Partner will remove all brand signage within thirty (30) days of the final expiration, termination, or non-renewal of this Agreement. In the event, only a portion of this Agreement expires, is terminated or is non-renewed, then Channel Partner will cease the use of the brand specific signage relating to the expired or terminated Appointment. Company may require Channel Partner to remove any specific sign that contains a Company trademark or brand at any time by providing Channel Partner with thirty (30) days' Notice. In the event Company is required to bring legal action against Channel Partner or Channel Partner's appointees, assignees or successors to compel the removal of any signage, then Channel Partner will indemnify Company for any and all damages, cost, expense and attorney fees.
- F. **Scope of Appointment.** Comply with the scope of this Appointment and not imply in any advertisement, sign, internet site, marketing material or other communication that it has been authorized by Company to engage in any activity, provide any Product or Service that is outside the scope of this Appointment. Channel Partner will indemnify, defend, and hold Company harmless for any and all claims, damages, costs, expenses, and attorney fees incurred as a result of any misrepresentation by Channel Partner of the scope of its Appointment;
- G. **Approval of Marketing and Press Releases.** Obtain Company's prior written approval on all Channel Partner created press releases, advertising and marketing materials prior to publication;
- H. **No Disparagement.** Channel Partner agrees not to disparage Company, its employees, customers, suppliers, products, parts and accessories, service and support, support programs, sales programs either during the Term of this Agreement or after termination of the Agreement:

- I. **Annual Report and Operating Plan.** Provide Company with the regular reports required by the Policy Manual(s) applicable to this Appointment;
- J. **Accident Investigation Support.** Provide accident investigation support by notifying Company of any accident occurring within its Area of Responsibility, involving an aircraft manufactured by Company, at any time, which results in substantial damage to the aircraft or other property, or injury or death to persons. Channel Partner, at Company's request, will assist in coordinating with the government authorities in connection with the investigation of any such accident. Channel Partner will also cooperate with and support the efforts of Company's accident investigator, to the extent reasonably possible, by providing (among other things) appropriate facilities and equipment for wreckage teardown and inspection, access to pertinent records in Channel Partner's possession, transportation, liaison and interpreter services and technical support. Company will reimburse Channel Partner's reasonable direct costs incurred in connection with the assistance requested by Company;
- K. **Records.** Maintain during the Term and for a period of five years following termination or non-renewal of this Agreement, true, correct, and complete records related to all of the transactions that Channel Partner entered into with Company and Company's customers in connection with the Products and Services. Channel Partner will also preserve the records required by the applicable Policy Manual(s) associated with this Agreement;
- L. **Local Assistance.** Provide Company with local assistance, as requested, for collecting delinquent accounts, recovering collateral, collecting due diligence on prospective customers and the proposed end-use of the Products and Services;
- M. **Financial Condition.** Maintain a financial condition, including adequate operating capital, sufficient to meet its obligations under this Agreement; and
- N. **Duty to Keep Company Informed.** Keep the Company informed of all material matters in the Area of Responsibility that may affect Channel Partner or Company's interests.

12) Relationship Between the Parties

- A. **No Franchise Relationship.** Channel Partner acknowledges that the Appointment is not intended to be a franchise and that Channel Partner does not become a franchisee based on the sale of any Product or Service.
- B. **Marketing Materials.** Company may offer marketing materials to assist Channel Partner in marketing Products and Services. Company may charge for the marketing materials, but Channel Partner is under no obligation to purchase any program or marketing materials for purposes of this Appointment. Marketing materials may include product brochures and other sales aids. Marketing materials can be amended, changed or eliminated in Company's discretion without notice and without liability to Channel Partner.
- C. **Special Promotions.** The terms and conditions of any special promotions will be set forth in the applicable Policy Manual(s). Company has no obligation to advise Channel Partner about the existence, implementation or amendment of any promotion. Channel Partner must strictly comply with the terms and conditions of special promotions, as determined solely by Company, in order to receive the benefits available under the promotion. Promotions can be amended or terminated at any time by Company without notice or liability to Channel Partner.
- D. **Independent Contractor.** The relationship between Channel Partner and Company will be that of an independent contractor. This Agreement does not establish any agency, partnership or joint venture between the parties. Channel Partner is not authorized to bind, commit or speak on behalf of Company and will not sign any agreements, contracts, leases or other documents on behalf of Company.

- E. **Representation of Conflicting Products.** Channel Partner agrees that Company has a legitimate interest in ensuring that its Sales Representatives are loyal and dedicated to the distribution and sale of Company Products and Services. Any Channel Partner appointed as a Sales Representative agrees that it will not during the term of this Agreement, promote, market, offer, sell, lease or distribute, either directly or indirectly, any aircraft or aircraft products that compete with Company's Products, without first obtaining the express advance written consent of Company. Channel Partner will be deemed to be indirectly competing with Company's Products in the event any subsidiary, parent organization, affiliate, owner, officer, director, manager or immediate family member of the owner, officer, director or manager of Channel Partner is engaged in the sale or promotion of a competing product. Company will be the sole party to determine whether a product competes with the Products. Channel Partner agrees the representation of a competing product, either within or outside of the Area of Responsibility, constitutes a conflict of interest which will be considered a serious breach of this Agreement under Article 15.E.

13) Company Rights

- A. **Production and Support.** Company will have the right to cease, discontinue or suspend at any time, without notice or liability to Channel Partner, the production, development or support of any Product, Service, part, accessory, technical support or program. Company shall have the right to accept or reject any order for Products or Services.
- B. **Change Pricing, Delivery or Terms and Conditions of Sale.** Company will have the right to change the price, sale and delivery terms and any other terms and conditions in connection with any sale that takes place after the effective date of change to the effected terms and conditions.
- C. **Changes to Product Taking Place after Receipt of Order.** Company will not upgrade, provide newer version, or make any other change to an ordered Product, if the production of the Product has been commenced prior to Company having incorporated the change into regular production of the Product.
- D. **Appointment of Other Channel Partners.** Company, unless otherwise specified in writing, reserves the right to appoint other channel partners, representatives, agents, pilot centers, service facilities, or form other relationships at any location, at any time, to provide the Products and Services. Company is not required to take into account any impact or effect of such appointments on Channel Partner. Nor will Company pay any compensation to Channel Partner in connection with such additional appointments.
- E. **Company's Right to Sell Products and Services.** Company reserves the right, unless otherwise specified in writing, to sell, lease or supply any Product(s) or Services at any location, at any time, without the assistance of Channel Partner and without paying compensation to Channel Partner.
- F. **Setoff Rights.** Company will have the right to set-off and apply any amounts payable to or credited to Channel Partner against any amounts due and payable by Channel Partner to Company, or any affiliate of Company, whether the credit or the obligation arises under this Agreement, or any other agreement, purchase order or claim that exists between the parties. Company is not obligated to notify Channel Partner prior to exercising its rights.

14) Compliance with Laws, Regulations and Policies

Channel Partner agrees to comply with all applicable laws and regulations, including, but not limited to, those of the U.S., the European Union, and all countries in which Channel Partner is operating. This commitment includes, but is not limited to the following:

- A. **Export Control and Import Laws and Regulations.** Channel Partner will comply with all applicable laws and regulations, including, but not limited to, those of the U.S. and all countries where the Channel Partner operates in connection with its activities under this Agreement. Channel Partner further agrees

to comply with all U.S. export control and sanctions laws (e.g., the Arms Export Control Act (22 U.S.C §§ 2751); the Export Administration Act (50 U.S.C. § 2401); the International Emergency Economic Powers Act (50 U.S.C. § 1701); the Trading with the Enemy Act (50 U.S.C. App. §1); the International Traffic in Arms Regulations (22 C.F.R. Chapter. I, Subchapter M, Parts 120 -130); and the Export Administration Regulations (15 C.F.R. Chapter VII, Subchapter C, Parts 730 - 774)).

If at any time during the term of the Agreement, Channel Partner meets the definition of "broker" in 22 C.F.R. § 129.2(a), prior to engaging in any "brokering activities" under this Agreement as defined in 22 C.F.R. Part 129.2(b), Channel Partner will, at its own expense, (1) register as a "broker" with the U.S. Department of State, Directorate of Defense Trade Controls (DDTC), and (2) obtain prior approval from DDTC to engage in the "brokering activities." Channel Partner will provide evidence of such registration and prior approval to Company, upon request.

Channel Partner acknowledges that the activities performed under this Agreement may be subject to reporting requirements under 22 C.F.R. Part 130, which governs political contributions and fees and commissions. Channel Partner will provide to Company all information required by law and requested by Company to enable Company to comply with these requirements. Channel Partner confirms that this Agreement fully describes the Channel Partner's obligation to comply with the U.S. export control and sanction laws and defines by reference to the applicable laws and regulations the compliance activities that it is obligated to undertake in connection with this Appointment.

- B. **Import.** Channel Partner will comply with all local laws and regulations relating to the importation of Products into the Area of Responsibility and will pay any customs duties, value added taxes, fees, tariffs, brokerage fees and any other charges associated with the importation, unless otherwise agreed in writing by Company.
- C. **Denied Parties.** Channel Partner will ensure that no person, or group of persons, who owns, or acquires a controlling interest in Channel Partner is: (i) listed on the Specially Designated Nationals and Blocked Person List maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"); (ii) any other lists maintained by the U.S. Department of Commerce, Bureau of Industry and Security; the U.S. Department of State, Directorate of Defense Trade Controls; or (iii) identified in an authorizing statute or a U.S. Executive Order identifying blocked parties or sanctions (hereinafter "Denied Party"). Channel Partner acknowledges that information regarding U.S. Denied Parties, embargos and sanctions is readily available on the internet from the U.S. Department of the Treasury, Office of Foreign Assets Control at <http://www.treas.gov/ofac>. Channel Partner will Notify Company in the event any Denied Party acquires any ownership interest in Channel Partner. The acquisition of an ownership interest in Channel Partner by a Denied Party will constitute a serious breach of this Agreement under Article 15.E.

Channel Partner will also ensure that no customer with which it is dealing with is (a) listed on the Specially Designated Nationals and Blocked Person List maintained by the Office of Foreign Assets Control ("OFAC"), U.S. Department of the Treasury, or any other similar lists maintained by OFAC pursuant to any authorizing statute, (b) is located in a country subject to a U.S. trade embargo administered by OFAC; or (c) is subject to trade sanctions in the countries where Channel Partner is operating.

- D. **Anti-Money Laundering.** Payments made to Company by third parties may be subject to certain U.S. and international laws and regulations governing the transfer and receipt of funds including but not limited to the U.S. Patriot Act and the provisions regarding money laundering. Channel Partner agrees to cooperate with Company by gathering and providing additional information needed to ensure compliance with such laws and any Company policies relating to acceptable methods of payment.

Company will have the right to audit and otherwise request copies of Channel Partner's records regarding payments it has received and forwarded to Company. Channel Partner acknowledges that failure to comply with such laws and regulations and to meet Company's acceptable methods of payment requirements will constitute a serious breach of this Agreement that will allow Company to terminate the Agreement in accordance with Article 15.E.

E. Foreign Corrupt Practices Act and Business Conduct Guidelines.

- (1) Channel Partner acknowledges receipt of a copy of Textron's Business Conduct Guidelines ("BCGs"). (see http://www.textron.com/resources/textron_business_conduct_04.pdf - note also that a printed version is available upon request), confirms its understanding of the provisions of the BCGs that apply to contracting parties working with Textron, and agrees to comply with those provisions in connection with its work for Company.
- (2) Channel Partner affirms that it has not and agrees that it will not, in connection with the transactions contemplated by this Agreement or in connection with any other business transactions involving Company, make or promise to make any payment or transfer anything of value, directly or indirectly, (i) to anyone working in an official capacity for a government, government entity (including employees of government corporations) or public international organization; (ii) to any political party, official of a political party or candidate; (iii) to an intermediary for payment to any of the foregoing; (iv) to any officer, director, employee or representative of any actual or potential customer of Company; (v) to any officer, director or employee of Textron Inc. or any of its affiliates; or (vi) to any other person or entity if such payment or transfer would violate the laws of the country in which the transfer was made or the laws of the United States. It is the intent of the parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business. This section shall not, however, prohibit normal and customary business entertainment or the giving of business mementos of nominal value.
- (3) The U.S. Foreign Corrupt Practices Act, similar laws of other countries where applicable (together, the "Global Anti-Corruption Laws"), and related Textron policy prohibit, among other things, Textron (including its subsidiaries) and anyone acting on its behalf to make or offer payment, promise to pay, or authorize the giving of anything of value to: (i) any officer or employee of, or any person acting in an official capacity for, a government or any department, agency or corporation thereof, or any political party, party official or candidate; or (ii) any person, while knowing or having reason to know that all or a portion thereof will be offered, given or promised, directly or indirectly, to anyone described in (i) above, for the purpose of: [a] influencing any act or decision by such person in his official capacity, or [b] inducing him to use his influence with a government to affect, either by action or inaction, any act or decision of such government to obtain or retain business for any person or secure an improper or unfair advantage. Channel Partner acknowledges receipt of a summary of the Global Anti-Corruption Laws (for the full text of the U.S. Foreign Corrupt Practices Act, see <http://www.justice.gov/criminal-fraud/statutes-regulations>), confirms its understanding of the provisions of the Global Anti-Corruption Laws, and agrees to comply with those provisions and to take no action that might cause Company to be in violation of such laws.
- (4) Channel Partner affirms that it has disclosed to Company that no director or direct or indirect owner of Channel Partner; and to the best of Channel Partner's knowledge, no employee or other person who will be involved in Channel Partner's work for Company, is a Government

Official, political party official or candidate, or a Close Family Member of such an official or candidate, except:

None

In the event that during the term of this Agreement there is a change in the Information required to be disclosed in this paragraph, Channel Partner agrees to make immediate disclosure to Company. If, in the opinion of Company, such change substantially detracts from or increases the risks related to its relationship with Channel Partner, Company will have the right to require that the individual(s) who have the relevant relationships recuse themselves from any potential conflict of interest. If an owner of Channel Partner or a Close Family Member of an owner becomes a Government Official, political party official or candidate who Company, in its sole discretion, determines may have influence over any aspect of Company's business; or if such an official or candidate becomes an owner of Channel Partner or Close Family Member of an owner, such changes will constitute grounds for termination of this Agreement pursuant to Article 15.E. of this Agreement. For the purposes of this paragraph, "Government Official" means any officer or employee of any government or any department, agency or instrumentality thereof, or of any government-owned or government-controlled corporation or any public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, instrumentality, corporation or public international organization. For the purposes of this paragraph, "Close Family Member" means the individual's spouse; the individual's and the spouse's parents, grandparents, siblings, children, nieces, nephews, aunts, uncles and first cousins; the spouse of any of these people; and any other individuals who share the same household with the Government Official. For any publicly-traded companies in Channel Partner's chain of ownership, the requirements of this paragraph apply to only owners of five percent (5%) or more of the equity in the relevant company or who are otherwise known to Channel Partner as owners of the relevant company.

- (5) Channel Partner hereby affirms that it will obtain the written approval of Company prior to the use, retention or appointment of any subagent, sub-representative, sub-consultant or other third party sub-intermediary (hereinafter collectively referred to as "Subagent") in connection with the Products or Services to be provided under this Agreement, and that any such Subagent will be required to comply with all applicable procedures to be appointed as an authorized intermediary of Company. Any approval of such a Subagent will be conditioned on, among other things, Channel Partner confirming in a signed writing to be incorporated into this Agreement that the Subagent satisfies and will continue to satisfy the requirements of Article 14.E.(4) above, and Company confirming to its own satisfaction that the information provided by Channel Partner and the Subagent in this regard is accurate.
- (6) Compensation payments will be made only by check mailed to Channel Partner's address as noted in this Agreement, by bank transfer to Channel Partner's bank account in the country of that address, or by either of these methods in the country where the compensation was earned. Checks and wire transfers will be made out in the name of Channel Partner. Payments to Channel Partner are subject to all applicable laws and regulations.
- (7) In the event Company notifies Channel Partner that Company has information or belief that there may be a violation of the Global Anti-Corruption Laws by Channel Partner or by any Subagent retained by or paid by Channel Partner in connection with this Agreement, Channel Partner agrees to respond to Company's inquiries as to the possible violation and to grant Company the right to audit Channel Partner's books, records and other relevant documentation. This obligation will survive the termination, expiration or non-renewal of this Agreement.

- (8) Channel Partner agrees that it will, at the request of Company certify that it has not, and to the best of its knowledge after making reasonable inquiry no other person (including but not limited to every owner, director, employee, Subagent of Channel Partner) has made, offered to make, agreed to make, or authorized any payment, loan, donation or gift of money or anything else of value, directly or indirectly, to or for the benefit of any Government Official, political party, party official or candidate, or to a Close Family Member or nominee of such an official or candidate, in order to obtain or retain business, or secure any improper advantage. Channel Partner further agrees that should it learn of information regarding any such payment or offer, or any violation of the Global Anti-Corruption Laws or Textron's Business Conduct Guidelines in connection with Company's business, Channel Partner will immediately advise Company of such knowledge or suspicion. For the purposes of this paragraph "Government Official" means any officer or employee of any government or any department, agency or instrumentality thereof, or of any government-owned or government-controlled corporation or any public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, instrumentality, corporation or public international organization. For the purposes of this paragraph, "Close Family Member" means the individual's spouse; the individual's and the spouse's parents, grandparents, siblings, children, nieces, nephews, aunts, uncles and first cousins; the spouse of any of these people; and any other individuals who share the same household with the Government Official.
- (9) Channel Partner accepts and acknowledges that Company may terminate this Agreement immediately by written notice for cause, which shall include, among other circumstances: (a) material breach of any of the terms and conditions hereof; (b) fraud or misrepresentation with respect to entering into and/or the performance of this Agreement; (c) a change in the information contained in Article 14.E.(4) of this Agreement; (d) Company learns of circumstances that give it reason to believe that Channel Partner has engaged in illegal conduct or unethical business practices in connection with performance of this Agreement; or (e) Channel Partner or any of its owners or employees responsible for its services under this Agreement has become the target of an investigation or prosecution by any government authority for alleged corruption. Channel Partner shall not be entitled to receive, and hereby waives rights to, any amounts that may otherwise be owed to it under this Agreement at the time of any termination under subsection (d) of this paragraph, as well as any termination payment or compensation of any kind because of termination or non-renewal of this Agreement, and Channel Partner agrees that any enhancements in the value of Channel Partner's goodwill as a result of its relationship with Company will inure to the benefit of Company.
- (10) Channel Partner agrees to keep and maintain current books and records accurately reflecting all financial transactions conducted and actions taken by Channel Partner in connection with any Appointment under this Agreement. The records shall be kept at Channel Partner's offices for the duration of this Agreement, or for five (5) years from the date of the transaction for which the records were generated, whichever is longer.
- (11) In the event Company determines that Channel Partner has violated, or is likely to have violated any obligation in this Article 14, Company will have the right to retain from or charge back to Channel Partner an amount equal to the amount earned, or that would have been earned by Channel Partner as a result of any transaction in which the violation arose to offset its cost of investigation, attorney's fees, investigators and any other costs incurred.

15) Breach and Termination Events

This Agreement will terminate upon occurrence of any one or more of the following events:

- A. **Expiration of the Term:** This Agreement will automatically terminate without notice to Channel Partner or Company, upon expiration of its Term in accordance with Article 3, above.
- B. **Termination by Mutual Agreement:** Company and Channel Partner may terminate this Agreement at any time by mutual agreement.
- C. **Termination by Channel Partner:** Channel Partner may terminate this Agreement without cause by providing thirty (30) days' prior written Notice to Company.
- D. **Termination by Company:** Company may terminate this Agreement without cause before the Term starts or after the Term has ended (if the parties have continued to do business following the expiration of the Term without providing for a written extension of the Term, or have otherwise have established an agreement of indefinite term), by providing Channel Partner thirty (30) days' Notice.
- E. **Serious Breach Resulting in Immediate Termination by Company.** The following events and those events identified elsewhere in this Agreement as causing a "serious breach" will give Company the right to immediately terminate this Agreement without notice and without providing Channel Partner with the opportunity to cure the breach:
- (1) **Insolvency.** Channel Partner becomes bankrupt, insolvent, subject to a petition seeking reorganization, liquidation, winding up or the readjustment of debts under any laws governing bankruptcy or insolvency proceedings;
 - (2) **Loss of License, Permit or Breach of Warranties.** Channel Partner loses, has revoked or fails to renew any license or permit required for the Appointment, or any breach of Channel Partner's representations and warranties set forth in Article 10 of this Agreement;
 - (3) **Public Health and Safety.** Channel Partner, in Company's opinion, operates its business in a way that endangers public health or safety;
 - (4) **Violation of Law or Breach of Anti-Corruption Requirements.** Any breach of the provisions in Article 14; or in the event any representation, warranty or certification made or deemed made by Channel Partner in Article 14 is determined to have been false or misleading as of the time it was made or if it becomes false or misleading at any time;
 - (5) **Criminal or Morally Reprehensible Conduct.** Channel Partner or any owner, officer, director, or employees of Channel Partner is accused of, arrested, charged with, or convicted of a crime or offense which Company believes is likely to have an adverse effect on Channel Partner's ability to carry out the duties imposed by this Agreement, or any morally reprehensible conduct which is perceived by Company as potentially having an adverse impact on the reputation of Company or its officers, directors, employees or managers;
 - (6) **Loss of Key Manager.** Channel Partner experiences the loss of any key manager by termination of employment, death, disability or incompetency; or in the event Channel Partner is unable to meet Company's objections to a new manager under Article 8;
 - (7) **Cessation of Business.** In the event Channel Partner ceases to operate or abandons its business;
 - (8) **Sale, Merger or Change of Ownership.** Sale, merger or change of ownership of Channel Partner without the express prior written permission of Company as set forth in Article 7. A change in ownership will be deemed to have occurred if fifty percent, or more, of the voting stock, equity or partnership profit and loss interests have changed ownership since the date the Agreement was signed by Channel Partner;

- (9) **Conflicts of Interest.** Acceptance of an appointment to represent competing products that gives rise to a conflict of interest with Channel Partner's obligations to Company as described in Article 12.E.;
 - (10) **Force Majeure.** A failure or delay of performance by Channel Partner caused by an event of force majeure as defined under Article 23.G. that has continued for more than three (3) months;
 - (11) **False Statements.** Any representation, warranty or certification made by Channel Partner to Company in connection with this Agreement that is found to be false or misleading at any time. For purposes of the Agreement, Channel Partner may be deemed to have made a false statement or misrepresentation by remaining silent and not communicating information to Company that would be material to Company's decision to do business with Channel Partner, or to engage in a specific transaction with Channel Partner or a customer;
 - (12) **Use of an Unauthorized Agent or Consultant.** Use of an unauthorized sub-agent or consultant;
 - (13) **Disparagement of Brand or Personnel.** Statements, comments, conduct or discussions that diminish, disparage, defame or would tend to otherwise damage the reputation of Company, Company's Products, Services, employees, managers, directors, other sales or service intermediaries.
 - (14) **Failure to Maintain Required Insurance Coverage.** The failure to maintain or provide proof of the existence of the insurance coverage required for the Appointment.
- F. **Breach of Agreement with Opportunity to Cure.** The following events or acts involving Channel Partner will be considered to be a breach of this Agreement. Company may terminate this Agreement for breach if Channel Partner has failed to cure the breach (or take the actions specified by Company) within ten (10) calendar days (or a longer period as specified by Company) after receiving Notice from Company.
- (1) **Failure to Meet Service or Sales Requirements.** Failure to adequately develop sales of Products and Services in its Area of Responsibility as determined by Company; or the failure to meet, fulfill, or maintain the sales, service or training requirements applicable to the Appointment;
 - (2) **Non-Payment of Amounts Owed.** A failure by Channel Partner to pay amounts owed to Company within the terms agreed. Late payment by Channel Partner (i.e. where payment is delayed past its due date) on three or more occasions during a twelve (12) month period will be treated as a continuing failure by Channel Partner to pay amounts owed to Company and will be a serious breach that will allow Company to terminate this Agreement without additional notice;
 - (3) **Failure to Satisfy Debts or Judgments.** In the event any final judgment or suit to foreclose a mortgage, deed of trust or mechanics lien has been filed against Channel Partner and is not dismissed or otherwise satisfied;
 - (4) **Failure to Provide Required Reports.** Any failure by Channel Partner to provide a required report or operating plan required by the Policy Manual(s) associated with this Agreement;
 - (5) **Failure to Cure Breach of Other Agreement.** In the event Channel Partner defaults on any other agreement it may have with Company (or with an affiliate of Company at whatever level) and has failed to cure the breach within the time allowed, then Company may terminate this Agreement;

- (6) **Any other Breach.** Breach by Channel Partner of any other provision of this Agreement, any Appendix, Policy Manual or Linked Document.
- G. **Multiple Appointments** In the event Channel Partner holds multiple Appointments under this Agreement, Company may elect to terminate all of the Appointments in the event it terminates any of the Appointments, or in the event Channel Partner resigns from any of its Appointments.
- H. **Amounts Owed Between the Parties Following Termination.** If this Agreement is terminated for cause under Article 15.E.4., Channel Partner will forfeit its right to receive payment of any amounts owed under this Agreement or any applicable Appendix. Any such forfeiture shall not constitute a waiver of any of its rights, or an election of remedies, by Company, all of which are reserved. In the event this Agreement is terminated under any other provision in Article 15, Company will only be obligated to perform on contracts, and pay amounts due Channel Partner on transactions entered into prior to the date of termination, or as provided in the relevant Appendix.
- I. **Provisions that Survive.** The following provisions of this Agreement will survive termination, expiration or non-renewal will constitute a continuing ongoing obligation of Channel Partner: Articles 11E & F; 13F; 14; 15H & I; 16; 17; 18; 19; 20; 21; 22 and 23.

16) Limited Warranties and Disclaimer of Warranties

EXCEPT AS MODIFIED IN AN APPENDIX, OR AS SET FORTH IN THE EXPRESS TERMS OF COMPANY'S LIMITED WARRANTIES PERTAINING TO COMPANY'S PRODUCTS, COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR OTHERWISE WHICH EXTEND BEYOND THE FACE HEREOF. COMPANY SPECIFICALLY EXCLUDES AND DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES NOT INCLUDED OR REFERENCED WITHIN THE FOUR CORNERS OF THIS AGREEMENT OR PROVIDED TO CHANNEL PARTNER IN DOCUMENTS REQUIRED BY APPLICABLE LAW. COMPANY'S WRITTEN LIMITED WARRANTIES ACCOMPANYING ITS PRODUCTS ARE IN LIEU OF ANY OTHER OBLIGATION OR LIABILITY TO ANY PURCHASER OR ANY THIRD PARTY WHATSOEVER BY REASON OF THE MANUFACTURE, SALE, OR LEASE OF THE WARRANTED PRODUCTS AND NO PERSON OR ENTITY IS AUTHORIZED TO MAKE ANY ADDITIONAL REPRESENTATIONS OR WARRANTIES OR TO ASSUME ANY FURTHER OBLIGATIONS ON BEHALF OF COMPANY. THE REMEDIES OF REPAIR OR REPLACEMENT SET FORTH IN COMPANY'S WRITTEN LIMITED PRODUCT WARRANTIES ARE THE ONLY REMEDIES UNDER SUCH PRODUCT WARRANTIES. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, MULTIPLE, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR GOODWILL, LOSS OF USE, LOSS OF TIME, INCONVENIENCE OR COMMERCIAL LOSS.

THE LAWS OF SOME STATES AND/OR COUNTRIES DO NOT PERMIT CERTAIN LIMITATIONS ON WARRANTIES OR REMEDIES. IN THE EVENT SUCH A LAW APPLIES, THE FOREGOING EXCLUSIONS AND LIMITATIONS ARE AMENDED INSOFAR, BUT ONLY INSOFAR, AS REQUIRED BY SAID LAW.

CERTAIN ENGINES, PROPELLERS, ACCESSORIES, AND AVIONICS ARE SEPARATELY WARRANTED BY THEIR MANUFACTURERS AND ARE EXPRESSLY EXCLUDED FROM COMPANY'S LIMITED WARRANTIES.

Rules relating to the commencement of the applicable warranties and other terms, conditions and limitations that affect the warranties are located in the Policy Manual(s) and Linked Documents associated with this Appointment.

17) Indemnity and Waiver of Damages

- A. **Indemnity.** Channel Partner will indemnify, defend, and hold Company and its affiliates, at any level, harmless from all claims, penalties, fines, losses, damages, and other liabilities accruing to Company and its affiliates that arise in connection with Channel Partner's failure to comply with the laws that govern its activities under this Agreement. In addition, Channel Partner will indemnify Company, its

directors, officers, employees, attorneys and agents from, and hold each of them harmless against, all losses, liabilities, claims, damages or expenses incurred by any of them arising out of, or by reason of, any actual or threatened investigation, litigation or other proceedings relating to any act, sale of product or service performed by Channel Partner, including without limitation, the reasonable fees and disbursements of counsel incurred in connection with such investigation or litigation or other proceedings. Channel Partner's obligation to indemnify Company will exclude any losses, liabilities, claims, damages or expenses incurred by reason of the gross negligence or willful misconduct of Company. Company shall have the right, in its sole discretion, to defer payment, credit for warranty work or provide any other credit or refund owed to Channel Partner in accordance with this Agreement until such claim, investigation, litigation or other proceedings are dismissed, terminated or waived or otherwise resolved to the satisfaction of Company.

- B. **Limitation on Damages.** IN NO EVENT WILL COMPANY BE LIABLE TO CHANNEL PARTNER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT (AND ANY TRANSACTION CONTEMPLATED HEREIN), INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF INCOME, LOSS OF SAVINGS, LOSS OF GOODWILL, LOSS OF USE, LOSS OF TIME, AND INCONVENIENCE, WHETHER THE CLAIM IS BASED IN TORT, CONTRACT, EQUITY, OR AT LAW, OR BASED, WITHOUT LIMITATION, ON CLAIMS OF NEGLIGENCE, STRICT LIABILITY OR PRODUCTS LIABILITY, EVEN IF CHANNEL PARTNER OR CHANNEL PARTNER'S APPOINTEES WERE ADVISED OF THE POSSIBILITY THEREOF.
- C. **Non-Renewal.** Channel Partner is not entitled to receive and specifically disclaims to the maximum extent allowed by law, all compensation, indemnity, lost profits and damages; as well as reimbursement for expenses, expenditures, investments or leases in connection with the expiration, non-renewal or termination of this Agreement.

18) Taxes, Duties, Delivery and Risk of Loss

Channel Partner will be responsible for the payment of all taxes (except taxes based on Company's income), tariffs, duties, or other charges which are the result of the sale, delivery, use, or transfer of a Product or Service to Channel Partner. No sales, use, excise, turnover, stamp, import, export, value added ("VAT"), goods and services ("GST"), or other taxes, tariffs, or duties are included in Company's prices to Channel Partner. Any taxes, duties, tariffs or other charges associated with the purchase of a Product by a customer will be the responsibility of the purchaser. If Company incurs any tax, duty, tariff or charge properly allocated to Channel Partner then Channel partner will pay such charge in full, prepare all required reports; and reimburse, defend, indemnify, and hold Company harmless from said charges.

All Products, unless otherwise agreed in writing, will be delivered to the purchaser EX-Works (INCO Terms 2010) with risk of loss passing to the purchaser on delivery to the carrier, (or purchaser), at Company's facility where the Products are located. Company disclaims all liability for loss or damage during shipment or transport of Products.

19) Disputes

- A. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, United States of America, except for the laws relating to the law to use in the event there is a conflict of laws. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.
- B. **Litigation of Disputes.** Any and all disputes arising out of or relating to this Agreement, including without limitation, any dispute as to the existence, validity, performance, breach or termination of this Agreement, shall be determined by litigation in the State, or Federal courts located in the City of Wichita, Kansas USA. Channel Partner agrees to submit to the personal jurisdiction of the court and

waives the right to object to the proceeding on the basis that the court lacks personal jurisdiction over Channel Partner, or that Kansas courts are an improper or inconvenient venue for the proceeding. All judgments and orders issued by the court may be enforced by any court in any jurisdiction in which the party, or any of its assets may be located.

- C. **Limitation on Actions.** The parties agree that the time in which they may bring any action arising from a breach or violation of this Agreement will be limited to one year from the date the breach occurred; or one year from expiration, non-renewal or termination of this Agreement; whichever period expires first.
- D. **Service of Process.** Channel Partner consents to service of process in connection with any dispute arising under this Agreement by any courier service that electronically tracks the delivery of shipments, when the service of process is addressed to Channel Partner at the address set out for providing Notice herein. Evidence that the service has been effectuated may be made by attaching a screenshot of the courier services web page showing the tracking number and the delivery of the package to the address. In the event, Channel Partner has not updated the address for receipt of Notice as required herein below, Company may effectuate notice by sending the process to any other address it has on file for the Channel Partner in the same manner specified above.
- E. **Allocation of Costs and Attorney's Fees.** Except as specifically provided otherwise in this Agreement, the parties agree that each party will pay its own expenses related to dispute resolution, including, but not limited to attorney fees, court costs, travel costs and all other expenses.

20) Proprietary Information, Confidentiality and Privacy

- A. **Ownership of Proprietary Information.** Company, or its affiliate Textron Innovations Inc., will retain sole title to any and all Proprietary Information disclosed to Channel Partner. Channel Partner will not receive any right of ownership, assignment, or license to the Proprietary Information supplied by Company. The term "Proprietary Information" will include any promotional literature, data, business and technical information that is marked as confidential, proprietary, trade secret or private by Company. The definition will also include customer lists, business plans, new product development plans, revenue projections, pricing strategies, processes, procedures and other information that parties in the aviation industry would typically treat as being confidential, whether said information is marked as Proprietary Information or not, is disclosed to Channel Partner orally, in writing or via electronic systems. Any knowledge or information that Channel Partner discloses to Company, unless otherwise agreed in writing, will not be considered to be Proprietary Information unless Company has agreed to treat the information as Proprietary.
- B. **Confidentiality.** Channel Partner will not use or disseminate Company's Proprietary Information except as necessary for the performance of its duties hereunder. Channel Partner will not use Company's Proprietary Information in conflict or in competition with Company or for any purpose in contravention of any applicable law or regulation. Channel Partner within thirty (30) days of termination or non-renewal of this Agreement will return to Company or destroy all of Company's Proprietary Information in its possession. Any Proprietary Information disclosed to Channel Partner will be deemed to be subject to this confidentiality obligation unless it is (i) publicly known or becomes publicly known other than by a breach of this Agreement or any other obligation of confidentiality; (ii) was disclosed to Channel Partner without restriction by a third party and without any breach of confidentiality by the third party; or (iii) developed independently by Channel Partner without reliance on Company's Proprietary Information.
- C. **Confidential Agreement.** The terms of this Agreement will be considered to be Company Proprietary Information. Channel Partner will not disclose the terms of this Agreement without Company's prior written consent. Channel Partner will seek Company's written permission prior to issuing any press

release announcing this Agreement. Channel Partner may disclose the terms of this Agreement to any government entity in compliance with any applicable law or regulation.

D. Collection and Processing of Personally Identifiable Information. Channel Partner consents to the collection data by Company through the electronic systems to which Channel Partner is given access. Channel Partner agrees that the information collected by Company may include individual users first and last names, contact information, email addresses, financial information and other information about the person and Channel Partner ("Personally Identifiable Information"). Company will use the Personally Identifiable Information to administer its business, provide products and services to Channel Partner, conduct due diligence on Channel Partner and for other business purposes. By signing this Agreement Channel Partner has explicitly given its consent on behalf of itself, its agents, employees and owners for the collection, use and processing of the Personally Identifiable Information provided to Company. Channel Partner also agrees that Company will have the right to share, transfer and provide access to the Personally Identifiable Information to its attorneys, accountants, contractors, employees and related affiliates at any level. Affiliates will include, but is not limited to, Textron Inc. and its direct and indirect subsidiaries, divisions, segments and business units.

21) Notice

Any formal notice or communication required or permitted under this Agreement ("Notice") will be in writing and deemed sufficiently given if the Notice is personally delivered or sent by an express courier that electronically tracks shipments, to the party to whom notice is to be given at the address set forth on the first page of this Agreement. Any Notice which is delivered in person will be deemed to be served effective as of the date the notice is delivered. Any Notice which is sent by courier service will be deemed to be served three (3) days' after the date it is electronically scanned into the electronic tracking system maintained by the courier service. For purposes of counting days, the day notice is sent is not counted and the period starts on the following day and will end at 12:00 Midnight on the final day of the notice period.

22) Trademarks.

Channel Partner acknowledges that Company is the exclusive owner of the trademarks, service marks and trade names, whether registered or not in the countries where Channel Partner is operating, associated with the Company Products and Services. Company trademarks, service marks and trade names include, but are not limited to "Beechcraft", "Cessna", "McCauley" and "Textron" and include certain distinctive outlines, shapes and forms that are applied to the Products or used with Services (hereinafter referred to collectively as the "Marks"), which will include the foreign language equivalent to any word Marks owned by Company. Company grants to Channel Partner the non-exclusive, personal, and nontransferable right to use the Marks applicable to Channel Partner's Appointment during the Term. Channel Partner will not use the Marks except to promote Company's Products and Services. Any use of the Marks will include the appropriate label including "TM", "SM" or "®" as specified by Company. Any goodwill arising from the use of the Marks will inure to the benefit of Company or to Textron Innovations Inc.

Channel Partner will comply with the Textron Aviation Brand and Style Guidance for Channel Partners as referenced in the applicable Policy Manual for the use and display of the Marks. The use by Channel Partner of any Mark on a product, merchandise, clothing, models or other item requires Company's express written approval. Channel Partner will not create any derivative trademarks, service marks or trade names using a Mark or elements of a Mark without written approval of Company. Any derivative Mark created by Channel Partner, whether with or without Company's approval, will be owned by Company.

Channel Partner will indemnify, defend, and hold Company harmless for any and all claims, damages, costs, expenses, and attorney fees incurred as a result of improper use of Company Marks and in connection with any actions brought to enforce the requirements of this paragraph.

Upon termination/non-renewal of this Agreement, Channel Partner will discontinue use of: (i) all Marks (ii) derivative Marks and (iii) any other identification or markings that resemble the Marks.

23) Miscellaneous

- A. **Incorporation by Reference.** Any attachments, exhibits, appendices or addendum attached hereto, as well as any hyperlinks contained herein or in an appendix, Policy Manual or Linked Document are hereby incorporated by reference into this Agreement as though they had been individually signed by the parties and attached hereto.
- B. **Entire Agreement.** This Agreement and any attachments, exhibits, appendices, addendums and Policy Manuals and Linked Documents set forth the entire understanding between the parties as to the subject matter hereof, and supersede any and all prior representations, agreements, statements and understandings relating to the subject matter of this Agreement.
- C. **Waiver.** The failure of either party to require performance of any provision of this Agreement will not waive its right to require performance of the provision in the future. Likewise, the failure to declare a breach of this Agreement by either party will not constitute a waiver of any future breach of the same or any other provision of this Agreement.
- D. **Severance.** If any provision of this Agreement shall be found to be unenforceable or invalid for any reason, such provision shall be deemed modified to the extent necessary to be valid, enforceable and to effectuate the intent of the parties. If such modification is not possible, the provision will be deemed deleted from this Agreement. The unenforceability or invalidity of any provision of this Agreement shall not affect the enforceability or validity of the remainder of this Agreement.
- E. **Modification.** Except as provided herein relating Company's power to unilaterally amend this Agreement through any applicable Policy Manual, Linked Document or Appendix, this Agreement may only be amended or supplemented by an instrument in writing executed by both parties.
- F. **Signature Authorization.** The individual signing this Agreement and any amendment to this Agreement on behalf of Channel Partner certifies that he or she has read this Agreement and any proposed modification, understand its contents and has the necessary authority to legally bind Channel Partner.
- G. **Force Majeure.** Neither Company nor Channel Partner will be liable to the other for a failure to perform its part of this Agreement when the failure is due to accident; act of God (including floods or other natural disasters); strikes or labor disputes preventing manufacture of products; act of law, rules or regulations of any government or government agency (including any delay or refusal to grant an export license or the suspension or revocation of any license); fires; delay or failure of carriers or suppliers; shortages of material or other industrial disturbance; wars; riots; insurrections; terrorism or other man-made disasters; economic conditions preventing manufacture of products; or other causes beyond the control of the party failing to perform. The party unable to perform because of a force majeure event will notify the other in writing of the force majeure event and will be temporarily excused from performance while the incident of force majeure is occurring. The non-performing party will have an obligation to perform once the force majeure event subsides or ends. Notwithstanding the foregoing, if a failure or delay of performance by one party due to a force majeure event continues for more than three (3) months, the other party shall be entitled to terminate this Agreement in accordance with Article 15.E.
- H. **Assignment.** Channel Partner may not assign any of its rights or obligations hereunder without Company's express prior written consent. Company may freely assign its rights and obligations under this Agreement.

- I. **Location of Signature and Counterparts.** The Agreement will be deemed to have been signed in Wichita, Kansas, USA, by Channel Partner on the date signed by Company and may be signed in one or more counterparts (including faxed or scanned copies), each of which will be deemed to be an original.
- J. **Wire Instructions.** Channel Partner will provide Notice to Company of the wire transfer instructions to be utilized for any payments required to be made by Company to Channel Partner.
- K. **Headings and Construction.** Headings are for convenience only and do not affect the interpretation of this Agreement. Words and abbreviations in the singular form will be interpreted and construed in the plural form, and vice versa when necessary. All dollar amounts in this Agreement are U.S. dollars. The English version of this Agreement, regardless of whether a translation into any other language has been made, will be the only governing version.
- L. **Inconsistent Provisions and Order of Priority.** For purposes of resolving any inconsistency in the terms of the Agreement any conflicting terms will be resolved by giving precedence to the various documents that make up this Agreement in the following order:
 - a. Appendix(ces); then
 - b. This Agreement; then
 - c. Policy Manual(s); and then
 - d. Linked Documents

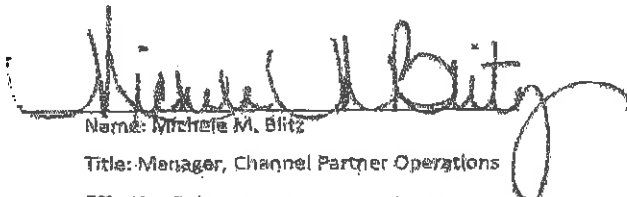
24) Effective Date of this Agreement

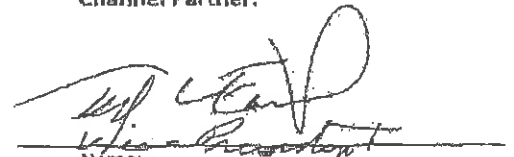
The effective date of this Agreement will be the date on which it is signed by Company.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be approved and executed,

Company:

Channel Partner:


 Name: Michelle M. Blitz
 Title: Manager, Channel Partner Operations
 Effective Date of Agreement: 29 April 2016


 Name: _____
 Title: Vice President
 Date: 4/27/16

APPENDIX B - SERVICE FACILITY ADDENDUM

1) "Company" Textron Aviation Inc;	2) "Channel Partner" Lane Aviation Corporation dba Lane Aviation
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3) Type of Authorized Service Center Appointment

Company hereby appoints Channel Partner to act as an Authorized Service Facility for Company brands at the level of service marked with an "X" ("Appointment").

Authorized Service Facility Appointments:

- Cessna Citation Authorized Service Center
- Cessna Citation Authorized Service Station
- Cessna Citation Authorized Limited Line Service

- Cessna Propeller Service Station
- Beechcraft Authorized Service Center
- Beechcraft Limited Service Center
- McCauley Service Facility

4) Date of Expiration of Appendix

This Appendix will expire on the same date as the Agreement, or earlier in the event it is terminated in accordance with Article 15 of the Agreement.

5) Products.

Channel Partner's Appointment extends only to providing maintenance, repair and support services ("Service") to the products listed below ("Products"). Company may change the list of Products to which Channel Partner's Appointment extends, in Company's sole discretion at any time, by adding new products and removing existing products by providing Channel Partner thirty (30) days' written notice. Any changes made to this table during the term of this Appointment will set forth in a supplement to this Appendix:

Cessna Propeller Service Station - Propeller SE; Propeller 208

6) Authorized Service Facility Locations.

The Channel Partner will be authorized by this Appointment to operate Service Facilities at the following location(s) ("Location").

Country	Address	Other Limitations
United States	4393 International Gateway Columbus, OH 43219	

7) Textron Aviation Policy Manual:

The Textron Aviation Authorized Service Center Global Policy Information and Procedures Manual ("Policy Manual") provides additional terms and conditions associated with Channel Partner's Appointment. The Policy Manual is hereby made part of this Agreement and this Appendix and can be located at the following location: <https://ww2.txtav.com/MyTools>

8) Acceptance of Appointment.

Channel Partner hereby accepts this Appointment as an Authorized Service Facility ("ASF") and agrees that it is limited to the Location(s) identified in Article 6, above. Channel Partner agrees that this Appointment requires Channel Partner to establish, maintain and operate an independent business by obtaining any necessary approvals, finding customers, locating and training qualified personnel and managing its own revenue and costs. Channel Partner agrees that this Appointment does not grant, or create any right to inspect, maintain, repair or service any aircraft, part, accessory, or ground support equipment items that

were not manufactured by Company; or by a sub-contractor to Company that builds the specific item to the Company's design specification for use on or with a Product. Nor, does this Appointment give Channel Partner any authorization, permission to inspect, service, repair, modify, tamper with or otherwise change any Product, aircraft, part, accessory, ground support equipment or related items that are not expressly included in Channel Partner's authorization granted by the Airworthiness Authority with responsibility over the Location, aircraft, aircraft part, accessory or other item. The term "Airworthiness Authority" will mean the U.S. Federal Aviation Administration or the equivalent regulatory authority in the jurisdiction where Location is situated, or where the aircraft is registered.

9) Compensation to Channel Partner

During the Term of this Agreement and this Appendix, Company agrees to provide as it in its sole discretion determines is desirable, the parts, services, software, tools, tooling, test equipment, ground support equipment, technical data, publications, support and engineering services ("Parts & Services") that Channel Partner may use to provide maintenance, repair and support services ("Support Services") for the Products. Company will provide Parts & Services at the applicable price available to Channel Partner (the "Price") in effect at the time that Channel Partner places its order. The Price for standard Parts & Services will be made available to Channel Partner on the electronic systems maintained by Company as described in the Policy Manual. The difference between the Price at which Company sells the Parts & Services to Channel Partner and the price at which the Channel Partner re-sells the Parts and Services to customers is the Channel Partner's complete and total Channel Partner received from Company under this Appendix. Company will not pay a commission on any Channel Partner sales of Parts & Services.

Channel Partner must comply with the Policy Manual in order to receive the Price. Price is only available in U.S. Dollars and unless otherwise specifically set forth in writing, Price does not include shipping, freight, courier service, insurance, customs charges, duties, tariffs, brokerage fees, sales or value added taxes, handling charges, packing fees, expediting charges, bank fees, wire transfer costs, credit card charges, or any other fee, cost or charge ("Charges") associated with Company's delivery or sale of the Parts & Services. Channel Partner will pay the Price and any Charges incurred by Company for any Parts & Services provided by Company under this Appendix.

Company is not obligated to make available Parts & Services for all Products or any specific product or aircraft. Company can cease production, change, modify, eliminate or declare as obsolete any Parts & Services at any time in its sole discretion. The Price at which the Parts & Services are offered to Channel Partner may be changed by Company at any time and without notice to Channel Partner in Company's sole discretion. Price for the Parts & Services may vary from place to place, time to time and region to region as determined solely by Company. Company may estimate any Charges, round Charges upward, impose a handling fee or instruct Channel Partner to pay charges directly at any time and as determined by Company in its sole discretion.

10) Company's Right to Provide Parts and Service to Others.

Company, unless otherwise expressly agreed in writing, reserves the right to found, build, establish, and locate a Company owned ASF facility, to locate, operate or site a Company mobile service capability, and to appoint any other individual, company, partnerships, joint ventures or entity to establish, operate and maintain an Authorized Service Facility at any location, at any time, including at locations adjacent to or in close proximity to Channel Partner's Location. Company may directly provide, sell, transfer, loan, discount or give the Parts & Services to any aircraft owner, operator or other service facility, (including those who may compete with Channel Partner), at any time in Company's sole discretion.

11) Channel Partner Licenses and Authorizations.

Channel Partner will obtain, maintain and renew all of the required licenses and authorizations required for purposes of operating at the Location(s) during the entire Term of this Agreement including but not limited to:

- A. All Airworthiness Authority certifications and approvals necessary to operate and provide the level of service for the Products at each Location where Channel Partner is operating.
- B. All government approvals, licenses and certifications required at the Location(s) needed to perform the work to be performed by Channel Partner under this Agreement; and to maintain and operate the ASF at the Location.

Channel Partner will provide Company with copies of all the necessary approvals, licenses and certifications prior to signing this Agreement or performing any services on Product(s). Channel Partner will provide updated copies of the applicable approvals, licenses and certifications as requested by Company, or as required in the Policy Manual. Channel Partner's loss of any necessary license, authorization or Airworthiness Authority approval, or the failure to provide Company with proof of any required approval, license or certification will be grounds for termination as set forth in Article 15.E. of the Agreement.

12) Disclaimer of Liability for Channel Partner Supplied Services.

Channel Partner will not bring any claim, suit, seek indemnity or otherwise make any claim ("Claim") against Company, whether in contract or tort, with respect to any loss damage, attorney's fees, expenses causes of action, liability or penalty imposed, suffered or incurred by Channel Partner, for any reason, except to the extent such Claim arises from the gross negligence or willful misconduct of Company. It is expressly agreed between the parties that Company does not warrant any portion of any work performed, services supplied, or parts provided by Channel Partner.

13) Insurance Requirement

Channel Partner will obtain and maintain at its own expense, third party liability insurance that will include premises, products with completed operations, hanger keeper coverage, aircraft, automobile liability and worker's compensation coverage subject to the limits set forth in the following table for the Appointment. The amount of the insurance for the Channel Partner's Facility will be based on the highest level of insurance required for the Appointment:

<i>Authorized Service Facility Type</i>	<i>Policy Type</i>	<i>Policy Limits</i>
<i>All Piston Engine/McCauley Service Appointments</i>	<i>Hanger keepers liability</i>	<i>\$1,500,000 General Liability</i>
	<i>Products and Completed Operations</i>	<i>\$1,500,000 General Liability</i>
	<i>Worker's Compensation</i>	<i>Statutory Limits</i>
<i>All Caravan and King Air ASF Appointments.</i>	<i>Hanger keepers liability</i>	<i>\$6,000,000 General Liability</i>
	<i>Products and Completed Operations</i>	<i>\$6,000,000 General Liability</i>
	<i>Worker's Compensation</i>	<i>Statutory Limits</i>
<i>All Citation/Hawker Jet Appointments</i>	<i>Hanger keepers liability</i>	<i>\$20,000,000 General Liability</i>
	<i>Products and Completed Operations</i>	<i>\$20,000,000 General Liability</i>
	<i>Worker's Compensation</i>	<i>Statutory Limits</i>

The insurance policies described herein will be issued by insurers of recognized responsibility. Company will have the right to reject any policy issued by an insurer that fails to meet with Company's minimum requirements. Each type of insurance will have a combined single limit with at least the amount set forth in the above table for Channel Partner's Appointment. Channel Partner agrees to furnish Company with a

Certificate of Insurance, or other acceptable proof of insurance, for each Location that will confirm the amount and type of insurance coverage provided ("Proof-of-Insurance") prior to Company executing the Agreement. Proof-of-Insurance will include language that requires the Insurer to provide Company with thirty (30) days' advance written notice prior to cancellation of any policy of insurance or reduction in scope of coverage provided by the policy, for cause, claim history, risk; and will include language that requires the insurer to provide Company with notice of the cancellation of the policy for non-payment of the premium at least ten (10) days prior to the termination of the policy. Channel Partner will provide Company with current Proof-of-Insurance upon each renewal of the insurance policies described herein, and also within five (5) days of receiving Notice of a request for Proof-of-Insurance from Company. The failure to maintain the required insurance coverage, or the failure to provide the requested Proof-of-Insurance as required herein above, will be grounds for termination as set forth in Article 15.E. of the Agreement.

14) Required Use of Proprietary Parts and Services.

Company will supply Channel Partner with proprietary spare parts and accessories ("Proprietary Parts") for purposes of providing Support Services to the Products. The term "Proprietary Parts" will include the aircraft parts and assemblies that are manufactured directly by Company, or by a sub-contractor to Company that builds the specific item to Company's design specification for use on or with a Product. Channel Partner, for quality and reliability reasons, will only use Company provided "Proprietary Parts" when performing Support Services on Products. Also for quality and reliability purposes, Channel Partner will only use the Company provided engineering services, technical publication, technical data and service bulletins when providing Support Services for Products.

15) Channel Partner Duties and Responsibilities

Channel Partner will perform each of the following duties and responsibilities:

- A. Render prompt, courteous and reasonably priced Support Services to the owners and operators of Company supplied Products;
- B. Receive, investigate and handle Inquires received from owners and operators of the Products with the goal of protecting the reputation of Company. All complaints received by Channel Partner relating to Products or Support Services will be promptly reported to Company in accordance with the Policy Manual;
- C. Perform all Support Services for Products strictly in accordance with the applicable technical documents, service bulletins, policy manuals, and regulatory requirements issued by Airworthiness Authority and as required by the Policy Manual;
- D. Maintain and possess at each Location an inventory of spare parts and accessories ("Spares") as required by the Policy Manual;
- E. Maintain and possess at each Location the necessary tools, tooling, fixtures, publications, technical manuals, drawings, documents, technical data and test equipment ("Tools") as required by the Policy Manual;
- F. Perform necessary Support Services covered by Company's warranty for owners and operators of Products on behalf of Company as set forth in the Policy Manual;
- G. Hire, train and monitor an adequate number of qualified and technically proficient aviation mechanics, technicians, service personnel, assistants and staff for purposes of this Appointment. Channel Partner's personnel that provide Support Services will be trained and qualified as required by the Policy Manual;

- H. Supervise, monitor and direct the provision of all Support Services to ensure that they are being performed by the Channel Partner's personnel who are trained, licensed, qualified and capable of performing the Support Services;
- I. Maintain in an accessible, legible and secure format all log books, maintenance records, test reports, personnel notes and inspection records with the detail, content and information required by the Policy Manual. All such records will be backed up or secured in such a way as to prevent loss, theft or alteration of the records;
- J. Provide reports to Company in the form, content and intervals established by the Policy Manual. This obligation will include providing a report within ten (10) days of any incident, accident or near miss, or other finding that is required to be reported by the Channel Partner to the Airworthiness Authority or other government agency with authority over the Location;
- K. Provide, upon reasonable notice, access to Channel Partner's Location by Company representatives during normal business hours: (i) to observe and monitor Channel Partner's employees performing Support Services; (ii) to periodically inspect and audit Location's training records, technical manuals, documents, warranty claims documentation, Spares inventory, inventory records, tooling, equipment, repair records, calibration reports and other facility records relating to the performance of Support Services. Company may review financial records relating to customer charges and audit books and records as provided in the Policy Manual;
- L. Provide, with reasonable notice, temporary office space with access to office equipment including a copier, printer and internet access for Company employees and representatives; and
- M. Perform warranty repair work, inspections, service bulletin maintenance and repairs, and provide Support Services for Product owners and operators. Submit accurate and correct warranty claim forms for reimbursement for services performed on Products under warranty in accordance with the Policy Manual.

16) Open Account and Payment for Parts & Services

Channel Partner will pay Company, within the terms provided, for the purchase of Parts & Services as stated on the invoice(s). Unless otherwise agreed in writing, Channel Partner will establish and maintain an open account with Company in accordance with Company's credit policies in effect during the Term of the Agreement. In the event Channel Partner is in default under the open account and does not cure such default within ten (10) days after having received Notice, Company may exercise all rights and remedies available to it under the terms of the open account and may also treat such default as a breach entitling Company to terminate the Agreement pursuant to Article 15.F of the Agreement. In Company's sole discretion, it may require Channel Partner to provide security or collateralize the open account with a bank guarantee, letter of credit or third party guarantee anytime Company is concerned about the financial viability of Channel Partner.

17) Delivery and Return of Parts & Services

Channel Partner will comply with the requirements of the Agreement and Policy Manual with respect to taking delivery or returning Parts & Services to Company. Channel Partner agrees that it is responsible for properly identifying, marking and shipping any hazardous materials back to Company. See Article 18 of the Agreement for other terms and conditions relating to taxes, duties, deliveries and risk of loss that apply.

18) Security Interest in Parts & Services

Company will retain a security interest in, hold title to, and will have the right to repossess Parts & Services until the earlier of: (i) Company receiving payment in full for the Parts & Services; or (ii) when the Parts & Services are installed on, or made part of an aircraft, in the regular course of Channel Partner providing

Support Services. Until, title passes to Channel Partner, or to the aircraft owner or manager, Channel Partner agrees to hold Parts & Services as bailed goods for Company.

19) Liquidated Damages for Defaulting on Purchase Orders for Parts & Services

Except as otherwise agreed in writing, Channel Partner will be responsible for Company's damages in the event a Channel Partner purchase order for Parts & Services is cancelled or if the delivery is refused by Channel Partner or the customer in connection with a drop shipment. As the amount of Company's damages may be difficult to ascertain, and because of the cost associated with individually itemizing the damages, the parties agree that Company may retain the deposit, if any, on the order, not as a penalty or forfeiture, but as liquidated damages for the default. If no deposit was required on the order of Parts & Services, then Company will be entitled to receive from Channel Partner, not as a penalty or forfeiture, but as liquidated damages for the default, the lesser of: (i) the full purchase price for Parts & Services; or (ii) the amount Company established as its liquidated damages at the time Channel Partner's purchase order for the Parts & Services was accepted by Company.

20) Bailment in Parts, Spares and Tools Loaned to Channel Partner

Company from time-to-time may loan, deliver and entrust certain Company owned Parts, Spares and Tools to Channel Partner for use in performing Support Services in accordance with the Policy Manual. Company may elect to bail such Parts, Spares and Tools to Channel Partner without selling, leasing, encumbering or diminishing Company's rights or interest in the Parts, Spares and Tools. Channel Partner's receipt, acceptance and possession of the Parts, Spares and Tools will constitute a bailment of the items to Channel Partner. Channel Partner will not obtain any rights or interest in the Parts, Spares and Tools. Channel Partner agrees that it will exercise reasonable care over the bailed Parts, Spares and Tools and will not encumber, allow liens, debts or otherwise subject the bailed items to legal process. Bailed items will be segregated from any Parts, Spares and Tools owned by Channel Partner and marked as belonging to Company. Channel Partner will return the bailed Parts, Spares and Tools to Company at Channel Partner's cost, at Company's request in their original condition, ordinary wear and tear accepted.

Any technical information that Channel Partner is able to ascertain from the Parts, Spares and Tools, or the results of any testing, repair or maintenance activities resulting from the use of the bailed Parts, Spares and Tools will be considered to be Proprietary Information subject to the terms of the Agreement.

21) Warranty Administration

Company agrees to reimburse Channel Partner for the warranted parts, including labor and freight, submitted to Company by Channel Partner for warranty evaluation in accordance with the policies and procedures set forth in the Policy Manual.

22) Labor Rates

Channel Partner agrees that it will offer Company its most favored customer labor rates, or offer the maximum discount off of its published prices for any warranty services performed on behalf of Company and in connection with Support Services being performed on Company owned aircraft.

23) Post-Termination Obligations as to Parts & Services

A. Upon termination or non-renewal of the Agreement or this Appendix, Channel Partner will immediately pay Company all sums due for Parts & Services. The termination or non-renewal will automatically cancel, unless otherwise agreed in writing, all of Channel Partner's unfilled orders for Parts & Services, except: (i) Custom Parts & Services which will include any unique parts or services that are not ordinarily stocked by Company and were obtained or created by Company at the special request of Channel Partner; (ii) Parts & Services for which Channel Partner has previously paid in full, or for which Company has accepted a deposit.

- B. Company will have no obligation to repurchase Parts & Services, tools, tooling, test equipment or any other item from Channel Partner on termination or non-renewal of this Agreement. In the event, local law requires that any Parts & Services be repurchased, then the repurchase price will be at Channel Partner's cost, excluding any tax or value added tax imposed on the initial sale, less any diminution of value, waste, scrap, obsolescence occurring during the period the Parts & Services were in the possession of Channel Partner.
- C. In the event Channel Partner notifies Company that it intends to cease doing business, or in the event it decides to divest itself of Parts & Services that relate to Products, Company will have the first right of refusal to repurchase Parts & Services.

APPENDIX D - PROSPECT IDENTIFIER ADDENDUM

<p>1) <u>"Company"</u> Textron Aviation Inc.;</p>	<p>2) <u>"Channel Partner"</u> Lane Aviation Corporation dba Lane Aviation</p>
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- 3) **Type of Appointment**
Company hereby appoints Channel Partner to act as a Textron Aviation Prospect Identifier for Company ("Appointment").
- 4) **Date of Expiration of Appendix**
This Appendix will expire on the same date as the Agreement, or earlier in the event it is terminated in accordance with Article 15 of the Agreement.
- 5) **Purpose of Agreement**
The parties intend that Channel Partner will be authorized by this Appointment to identify new prospective purchasers of Company manufactured new aircraft and certain Company owned pre-owned aircraft (hereinafter "Products") in exchange for a finder's fee in the event the prospective buyer purchases Product from Company within the time period and in accordance with the requirements provided for herein. The Prospect Identifier Appendix is only available a Channel Partner who is currently authorized to represent the Company in some other capacity, including as an Authorized Sales Representative, Authorized Service Facility or as a Cessna Pilot Center (hereinafter the "Linked Appointment"). Moreover, the Prospect Identifier Appendix only applies to the extent that the Product being sold by Company is not within the scope of Channel Partners appointment as an Authorized Sales Representative.
- 6) **Textron Aviation Policy Manual**
Certain terms and conditions associated with the Prospect Identifier Appointment, including the amount of the Prospect Identifier Payment ("PIP") referral fee, are set forth in a separate Policy Manual. The Policy Manual that specifically relates to the Prospect Identifier Program is hereby incorporated by reference and is located at the following Intranet location: www.pip.txtav.com.
- 7) **Acceptance of Appointment**
Channel Partner hereby accepts this Appointment as Prospect Identifier and agrees that this Appointment is not intended to create any type of distributor, representative or agency relationship with Channel Partner beyond relationship established by the Linked Appointment.
- 8) **No Advertising, Marketing or Display of Trademarks**
Channel Partner is not allowed to separately advertise market or hold itself out as a Prospect Identifier, display any signs, create any marketing materials, stationary or letterhead identifying this Appointment or display any trademarks, brands associated with this Appointment.
- 9) **Area of Responsibility or Operation.**
This Appointment applies to the Area of Responsibility, or the country in which the Channel Partner is authorized to operate in connection with the Linked Appointment. Thus, if the Channel Partner's Linked Appointment is as an Authorized Service Facility located in the United States, then this Appointment will only apply to the new prospective purchasers located in the United States, or who operate a business inside of the United States.

10) Company's Right to Appoint Other Prospect Identifiers.

Company, unless otherwise expressly agreed in writing, reserves the right to appoint other Prospect Identifiers, Strategic Prospect Identifiers, finders, distributors, dealers, intermediaries, service facilities or individuals to assist it in selling its products at any time.

11) Company Right to Change Prospect Identifier Program.

Company reserves the right to modify, change the amount of the PIP, modify or change the requirements that Channel Partner must meet to qualify for the PIP, or eliminate the Prospect Identifier Appendix in its entirety at any time and without notice to the Channel Partner. Any change to the Prospect Identifier program will apply to any "new leads" provided after the effective date of change.

12) Channel Partner Prospect Identifier Requirements.

In order to qualify to receive a PIP the Channel Partner is required to strictly perform each of the following duties, responsibilities and take the following actions:

- A. Identify a new prospect with the ability and desire to purchase a new or pre-owned aircraft from Company that is located in the Channel Partner's Area of Responsibility or is located inside the country in which the Authorized Service Facility or Cessna Pilot Center is located (a "New Lead"). A New Lead for purposes of this Agreement will be a person, entity or company who is unknown to Company. An entity will be deemed to be unknown to Company if the Company's records do not contain the name of the person, entity or company; a predecessor to the entity or company; or any successor in interest to the person, entity or company. Company has the sole discretion to determine whether the lead provided by Channel Partner is a New Lead subject to the terms of this Agreement;
- B. Provide formal notice of the New Lead to Company by fully completing the online form located at www.pip.txtav.com;
- C. Provide the assistance and cooperation requested by Company needed to secure the sale and delivery of the Products;
- D. No PIP will be payable on sales of Products to a government or government agency, if the payment is prohibited by law or by the terms of the request for quote or tender;
- E. PIP payments cannot be split, shared, or offered to any other person or entity; and
- F. No PIP will be payable to Channel Partner in the event Company is obligated to pay a commission on the sale of the Products to any person, entity, family member, affiliate or other party related, in any way, to the Channel Partner.
- G. Company may unilaterally reduce the amount of the PIP payable in connection with the sale of two or more aircraft, contracted at the same time to the same customer.

13) Company Prospect Identifier Requirements.

Company will review the notice of each New Lead provided by Channel Partner and determine in its sole discretion whether:

- i. The lead provided is a New Lead,
- ii. The New Lead is located in, or has a business that is operating in the Channel Partner's territory, or the country in which the Linked Appointment is authorized to operate; and
- iii. Whether the New Lead or the proposed Product(s) are within the Channel Partner's Linked Appointment.

Company will provide notice to Channel Partner within fourteen (14) calendar days of receiving the formal notification described in Article 11.B of this Appendix to determine whether the Channel Partner has met the necessary requirements to receive a PIP. The failure of Company to provide notice within the fourteen day period will be a conclusive determination by Company that the prospect did not qualify for the payment of a PIP.

14) Payment of a PIP.

Company will pay Channel Partner the PIP described in the Policy Manual when:

- A. Company both enters into an Aircraft Purchase Agreement and delivers a **new aircraft**, otherwise qualified for payment of the PIP, within three hundred and sixty (360) calendar days of the date when the Channel Partner entered the notice of the new lead into the Company's system; or
- B. Company both enters into an Aircraft Purchase Agreement and delivers a **pre-owned aircraft**, otherwise qualified for payment of the PIP, within one-hundred and eighty (180) calendar days of the date when the Channel Partner entered the notice of the new lead into the Company's system.

Payment will generally be made within 45 days after the aircraft is delivered in the country or territory identified as the location where the prospect is located, or operates a business. The PIP will be paid in accordance with the payment requirements set forth in the Agreement.

15) Transfer of New Lead.

Upon payment of the PIP as described above, the value of the New Lead will be deemed to have been transferred to Company and Channel Partner will not be entitled to receive an additional PIP in connection with any subsequent sales to the New Lead.

16) Expiration of the Prospect Identifier Addendum

This addendum will automatically expire upon termination or expiration of the last Linked Appointment.

17) Termination of Prospect Identifier Addendum

Company may terminate this Addendum for breach by Channel Partner of any of the terms and conditions established for payment of the PIP, or for any other breach as set forth in Article 15 of the Agreement.

APPENDIX E: SUMMARY OF GLOBAL ANTI-CORRUPTION LAWS

In essence, the U.S. Foreign Corrupt Practices Act ("FCPA"), the Bribery Act of the United Kingdom, U.S. laws prohibiting private corruption, similar laws of other nations and international anti-corruption treaties such as the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Officials in International Business Transactions, the United Nations Convention against Corruption or the Organization of American States' Inter-American Convention Against Corruption (together, "Global Anti-Corruption Laws") prohibit direct or indirect bribery of Officials (as defined below), in a country that is "foreign" in the context of the relevant law, and also include record-keeping and internal controls requirements and prohibitions on private corruption. Individuals who violate the Global Anti-Corruption Laws may be sent to prison and fined large amounts. Their companies may also be fined large amounts.

Prohibition of Public Corruption

For our purposes, "Officials" under the Global Anti-Corruption Laws against public corruption include **political parties, party officials and candidates for political office, or anyone acting in an official capacity for or on behalf of any of the following:**

- a non-U.S. national, regional or local government,
- any agency, department or instrumentality of a non-U.S. national, regional or local government,
- a non-U.S. government-owned or government-controlled company, or
- a public international organization, such as the International Monetary Fund, the World Bank, the United Nations or the World Trade Organization.

The Global Anti-Corruption Laws against public corruption apply to more than just cash payments. They prohibit any corrupt gift, offer or agreement to give an Official "anything of value" for a corrupt purpose, including:

- gifts
- entertainment
- free travel, meals or training
- business, employment or investment opportunities
- personal discounts or credits
- assistance to or support of family members, or
- other benefits.

Any "corrupt" payment, promise or offer to pay, or authorization of the giving of anything of value to or for an Official – or to anyone else while knowing it will be shared with such a person – is prohibited. "Corrupt" means a payment or offer intended for any of the following purposes:

- influencing any official act (or failure to act) by an Official, or any decision in violation of the Official's lawful duty, or
- inducing an Official to use the Official's influence to affect any governmental act or decision, or

- securing any improper advantage

in connection with its business.

The Global Anti-Corruption Laws also prohibit corrupt payments to anyone while "knowing" that all or part of the payment will be passed on to an Official. This means Textron may be held responsible for actions by any party acting on behalf of Cessna such as a sales representative, consultant or joint venture partner.

The Global Anti-Corruption Laws against public corruption include an exception for payments that are "reasonable and bona fide expenditures" incurred by or on behalf of an Official. A "reasonable and bona fide expenditure" is an expense, such as for transportation or lodging that is directly related to:

- the promotion, demonstration, or explanation of products or services; or
- the execution or performance of a contract with a government or governmental agency.

Reasonable and appropriate gifts, hospitality and entertainment for an Official are also permissible, as long as they are not offered or understood as an attempt to influence the Official in the performance (or non-performance) of his or her official duties, or to induce the Official to use his or her influence in connection with business.

Prohibition of Private Sector Corruption

In addition, a number of U.S. state and federal laws, as well as the Bribery Act and anti-bribery laws of other countries in which Textron and its subsidiaries conduct business, prohibit corruption in commercial transactions between private parties. Although the laws of different jurisdictions are not all alike and provide for various penalties, they all are intended to prevent anyone from offering or giving a payment or undue advantage to employees and other people working for private sector entities in order to cause them to act, or refrain from acting, in breach of their duties.

Recordkeeping and Internal Controls Requirements

In addition to prohibiting corrupt offers and payments, the Global Anti-Corruption Laws require companies whose securities are traded on a public stock exchange, such as Textron, to keep accurate books and records and establish adequate internal controls.

The text of the FCPA (15 U.S.C. §§78m and 78dd-1 et. seq.) may be found at the U.S. Department of Justice website at <http://www.usdoj.gov/criminal/fraud/fcpa/>.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

Air Agency Certificate

Number DYCR407D

This certificate is issued to

LANE AVIATION CORPORATION

whose business address is

4391 INTERNATIONAL GATEWAY
COLUMBUS, OHIO 43219

upon finding that its organization complies in all respects with the requirements of the Federal Aviation Regulations relating to the establishment of an Air Agency, and is empowered to operate an approved REPAIR STATION

with the following ratings:

- LIMITED ACCESSORY (07-28-2004)
- LIMITED AIRFRAME (02-03-1998)
- LIMITED POWERPLANT (12-20-1977)
- LIMITED INSTRUMENT
- LIMITED RADIO

This certificate, unless canceled, suspended, or revoked, shall continue in effect INDEFINITELY.

Date issued:

MARCH 21, 1963

REISSUED: DECEMBER 03, 2013

By direction of the Administrator



JAY C. WILKINS
MANAGER, CMH FSDO GL07

The Certificate is not Transferable, and ANY MAJOR CHANGE IN THE BASIC FACILITIES, OR IN THE LOCATION THEREOF, SHALL BE IMMEDIATELY REPORTED TO THE APPROPRIATE REGIONAL OFFICE OF THE FEDERAL AVIATION ADMINISTRATION

Any alteration of this certificate is punishable by a fine of not exceeding \$1,000, or imprisonment not exceeding 3 years, or both



U.S. Department
of Transportation
**Federal Aviation
Administration**

Federal Aviation Administration
Flight Standards District Office

2780 Airport Drive, Suite 300
Columbus, OH 43219
614-255-3120

February 10, 2016

Mr. Patrick McTurner
Accountable Manager
Lane Aviation Corp.
4389 International Gateway
Columbus, OH 43219

Dear Mr. McTurner:

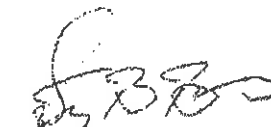
Per your request dated 02/09/2016, enclosed are the amended Operations Specifications, Section A003, for Lane Aviation Part 145 Repair Station, certificate #DYCR407D.

Please ensure all appropriate pages are signed where required. Retain the original and return the copies to this office with the superseded original pages for each part.

If you have any questions regarding this letter, contact this office at (614) 255-3120.

Sincerely,


Lee H. Thiel
Principal Maintenance Inspector


Stanley B. Barnes
Principal Avionics Inspector

Enclosure

U.S. Department
of Transportation
Federal Aviation
Administration

Operations Specifications

Table of Contents

Part D

	HQ CONTROL DATE	EFFECTIVE DATE	AMENDMENT NUMBER
100 Work to be Performed at a Place Other Than the Repair Station Fixed Location(s)	11/16/2004	06/11/2014	3

ORIGINAL

Lane Aviation Corp

Part D-1
Print Date: 6/11/2014

Certificate No.: DYCR407D

RECEIVED TIME SEP. 28. 2:44PM

U.S. Department
of Transportation
Federal Aviation
Administration

Operations Specifications

Table of Contents

Part A

	HQ CONTROL DATE	EFFECTIVE DATE	AMENDMENT NUMBER
001 Issuance and Applicability	01/31/2012	12/03/2013	4
002 Definitions and Abbreviations	01/12/2012	12/03/2013	3
003 Ratings and Limitations	01/30/2004	02/10/2016	14
004 Summary of Special Authorizations and Limitations	09/23/1998	07/28/2004	1
007 Designated Persons	12/19/2006	10/22/2015	11
449 Antidrug and Alcohol Misuse Prevention Program	07/17/2009	12/03/2013	2

 ORIGINAL

Lane Aviation Corp

Part A-I
Print Date: 2/10/2016

Certificate No.: DYCR407D

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Administration

Operations Specifications

A001 - Issuance and Applicability

HQ Control: 01/31/2012

HQ Revision: 05d

a. These operations specifications are issued to Lane Aviation Corp, a Repair Station located in the United States, pursuant to 14 CFR Part 145, § 145.53. The repair station certificate holder shall conduct operations in accordance with 14 CFR Part 145 and these operations specifications.

The certificate holder's address:

Fixed Location:
4391 International Gateway
Columbus, Ohio 43219

Mailing Address:
4389 International Gateway
Columbus, Ohio 43219

b. The holder of these operations specifications is the holder of certificate number DYCR407D and shall hereafter be referred to as the "certificate holder".

c. These operations specifications are issued as part of this repair station certificate and are in effect as of the date approval is effective. This certificate and these operations specifications shall remain in effect until the certificate for a repair station that is located in the United States is surrendered, suspended, or revoked.

d. U.S./EC Aviation Safety Agreement Repair Station/Maintenance Organization Approvals not authorized.

e. The certificate holder is authorized to use only the business name which appears on the certificate to conduct the operations described in subparagraph a.

Delegated authorities: None

ORIGINAL

Lane Aviation Corp

A001-1
Amdt. No: 4

Certificate No.: DYCR407D

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of Transportation
Federal Aviation
Administration

Operations Specifications

- 1. Issued by the Federal Aviation Administration.
- 2. These Operations Specifications are approved by direction of the Administrator.



Digitally signed by Lee H Thiel, Principal Maintenance Inspector (GL07)
[1] EFFECTIVE DATE: 12/3/2013, [2] AMENDMENT #: 4
DATE: 2013.12.03 10:54:07 -06:00

3. I hereby accept and receive the Operations Specifications in this paragraph.

Bertrand, Andrew D., FAA Accountable Manager, 145

04 Dec 2013

Date

ORIGINAL

Lane Aviation Corp

A001-2
Amtr. No: 4

Certificate No.: DYCR407D

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Operations Specifications

A002 . Definitions and Abbreviations

HQ Control: 01/12/2012

HQ Revision: 05b

Unless otherwise defined in these operations specifications, all words, phrases, definitions, and abbreviations have identical meanings to those used in 14 CFR and 49 U.S.C., as cited in Public Law 103-272, as amended. Additionally, the definitions listed below are applicable to operations conducted in accordance with these operations specifications.

- BASA** The Bilateral Aviation Safety Agreement (BASA) is an executive agreement concluded between the United States and a foreign country for the purpose of promoting aviation safety; also known as an Agreement for the Promotion of Aviation Safety.
- Certificate Holder** In these operations specifications, the term "certificate holder" means the holder of the repair station certificate described in these operations specifications in Part A paragraph A001 and any of its officers, employees, or agents used in the conduct of operations under this certificate.
- CFR** Code of Federal Regulations
- Class rating** As used with respect to the certification, ratings, privileges, and limitation of aircraft within a category having similar operating characteristics.
- EASA** European Aviation Safety Agency
- EASA Accountable Manager** The manager who has corporate authority for ensuring that all maintenance required by the customer can be financed and carried out to the standard required by the BASA full-member Authority.
- Exemption** An authorization that permits an alternate means of compliance with a specific CFR. The exemption must meet the procedural requirements of 14 CFR Part 11.
- FAA Accountable Manager** A person designated by the certificated repair station who is responsible for and has authority over all repair station operations that are conducted under 14 CFR Part 145, including ensuring that the repair station's personnel follow the regulations and serving as the primary contact with the FAA.
- Geographic Authorization** An approval provided to a repair station located outside the United States to perform maintenance support under contract for a U.S. air carrier (or an operator of U.S.- registered aircraft under 14 CFR Part 129) at a location other than the repair station facility. A geographic authorization is issued by the FAA to respond to a U.S. air carrier's or Part 129 foreign operator's need for maintenance at a station where the frequency and scope of that maintenance does not

Lane Aviation Corp

A002-1
Amdt. No: 3

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Federal Aviation
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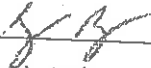
Operations Specifications

1. Issued by the Federal Aviation Administration.
2. These Operations Specifications are approved by direction of the Administrator.



Digitally signed by Lee H Thiel, Principal Maintenance Inspector (GL07)
[1] EFFECTIVE DATE: 12/3/2013, [2] AMENDMENT #: 4
DATE: 2013.12.03 10:54:07 -06:00

3. I hereby accept and receive the Operations Specifications in this paragraph.



Bertrand, Andrew D., FAA Accountable Manager, 145 04 Dec 2013 Date

ORIGINAL

Lane Aviation Corp

A001-2
Amdt. No: 4

Certificate No.: DYCR407D

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	warrant permanently staffing and equipping the station for its accomplishment.
Limited Rating	A rating issued to repair stations for the performance of maintenance on particular makes and models of airframes, powerplants, propellers, radios, instruments, accessories, and/or parts.
Limited Ratings - Specialized Services	Rating issued for a special maintenance function when the function is performed in accordance with a specification approved by the Administrator.
Line Maintenance	Any unscheduled maintenance resulting from unforeseen events, or scheduled checks where certain servicing and/or inspections do not require specialized training, equipment, or facilities.
MAG	The Maintenance Annex Guidance (MAG) defines the process that the FAA and EASA undertake in the inspection, findings of compliance certification, and monitoring of repair stations, as well as their joint cooperation in quality assurance and standardization activities in support of the Agreement, Annex 2, Maintenance.
Maintenance	The inspection, overhaul, repair, preservation, and replacement of parts, but excludes preventive maintenance.
U.S./EC Aviation Safety Agreement, Annex 2, Maintenance	Annex 2 covers the reciprocal acceptance of findings of compliance, approvals, documentation and technical assistance regarding approvals and the monitoring of repair stations/maintenance organizations.
MIP	Maintenance Implementation Procedures (MIP) are procedures for implementing the provisions of a BASA that apply to maintenance.
MOE	A maintenance organization exposition (MOE) pertains to EASA member countries that use an MOE in place of a Repair Station Manual (RSM) and a Quality Control Manual (QCM).
Preventive Maintenance	As defined in 14 CFR part 1 and part 43 appendix A, subparagraph (c).
QCM	Quality Control Manual
Repair Station located in the United States	A certificated repair station located in the United States.
Repair Station located outside the United States	A certificated repair station located outside of the United States.
RSM	Repair Station Manual

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Lane Aviation Corp

A002-2
Amdt. No: 3

Certificate No.: DYCR407D

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Operations Specifications

A003 . Ratings and Limitations

HQ Control: 01/30/2004

HQ Revision: 010

The Certificate Holder is authorized the following Ratings and/or Limitations:

Class Ratings

None authorized

Limited Ratings

<u>Rating</u>	<u>Manufacturer</u>	<u>Make/Model</u>	<u>Limitations</u>
Accessory	Saft Marathon Varta, Concorde, Teledyne Battery Products	All Makes and Models	Testing, deep cycle, and cell replacement of these main batteries in accordance with the applicable manufacturer's current service instructions.
Accessories - Electrical	L3 Communications	PS-823 () Part Numbers: 501-1075-()	Limited to battery pack test, initial battery test procedure, and battery pack charging procedure (in unit) in accordance with L3 Communication Service Letter SL-8, as revised.
Accessories - Electrical	L3 Communications	PS-835 () Part Numbers: 501-1228-01, 501-1228-02, 501-1228-03, 501-1228-04, 501-1228-05, 501-1228-06, 501-1228-07	Limited to battery testing, charging procedures, periodic check (required 3 to 6 months), and capacity testing (required annually) in accordance with L3 Communication Service Letter SL-80, as revised.
Accessories - Electrical	L3 Communications	PS-850 () Part Numbers: 501-1719-()	Limited to periodic check (required 3 to 6 months), and capacity testing (required annually), and recharging procedures in accordance with L3 Communication Service Letter SL-170, as revised.
Accessories - Electrical	L3 Communications	PS-855 () Part Numbers: 501-1712-()	Limited to periodic check (required 3 to 6 months), and capacity testing (required annually), and recharging procedures in accordance with L3 Communication Service Letter SL-170, as revised.

Lane Aviation Corp

A003-1
Amdt. No: 14

Certificate No.: DYCR407D

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<u>Rating</u>	<u>Manufacturer</u>	<u>Make/Model</u>	<u>Limitations</u>
Airframe	Beechcraft Corporation	Beechcraft Corporation, Hawker Beechcraft, Raytheon, Beech 19, 23, 24, 33, 35, 36, 50, 55, 56, 58, 60, 76, 90, 95, 100, 200, 300, MU-300-10, 400 Series	None
Airframe	Textron Aviation Inc.	Textron Aviation Inc., Cessna 100 (excluding 190/195), 200, 300, 400, 500, 650 Series	None
Airframe	Textron Aviation Inc.	Textron Aviation Inc., Cessna, Columbia Aircraft LC40-550FG, LC41-550FG, LC42-550FG	None
Airframe	CPAC, Inc. (Commander Premier Aircraft Corporation)	CAPC, Commander Aircraft, Gulfstream Aerospace, Gulfstream American, Rockwell International 112, 114 Series	None
Airframe	Mooney	Mooney M20 (excluding M20L) Series	None
Airframe	Piper	Piper PA-23, PA-24, PA-25, PA-28, PA-30, PA-31, PA-32, PA-34, PA-38-112, PA-39, PA-42, PA-44, PA-46, PA-60 Series	None
Airframe	True Flight Holdings, LLC	True Flight Holdings, Tiger Aircraft, American General, Gulfstream Aerospace, Gulfstream American, Grumman American, American Aviation AA1, AA5 Series	None
PowerPlant	Teledyne Continental Motors	Teledyne Continental C-85, C-145, O-200, O-300, GO-300, IO-346, IO-360, TS1O-360, LTS1O-360, IO-470, O-470, IO-520, TS1O-520, GTS1O-520, IO-550 Series	Inspection, maintenance, cylinder removal and replacement, and component replacement functions in accordance with manufacturer's current technical data, which do not involve disassembly of the crankcase.
PowerPlant	Textron Lycoming	Textron Lycoming O-235, O-320, IO-320, LIO-320, O-360, LO-360, IO-360, LIO-360, TO-360, LTO-360, GO-435, GO-480, GSO-480, IGSO-480, O-540, IO-540, IGSO-540, IGO-540, TIO-540, LTIO-540, TIO-541, IO-720 Series	Inspection, maintenance, cylinder removal and replacement, and component replacement functions in accordance with manufacturer's current technical data, which do not involve disassembly of the crankcase.
PowerPlant	Pratt & Whitney Canada Corp.	Pratt & Whitney PT6A-11, -15, -21, 27, -28, -34, -35, -36, -38, -110, -112, -114, -135, -41, -42, -52, -60, -61, -PWS45 Series	Inspection, maintenance and component replacement functions in accordance with manufacturer's

Lane Aviation Corp

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Amdt. No: 14

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<u>Rating</u>	<u>Manufacturer</u>	<u>Make/Model</u>	<u>Limitations</u>
Powerplant	Pratt & Whitney Canada Inc.	Pratt & Whitney JT15D Series, 530A, 535, PT6A-64, -67 Series	current technical data, which do not involve disassembly of the primary rotating components (compressor-turbine) of the engine. Inspection, maintenance and component replacement functions in accordance with manufacturer's current technical data, which do not involve disassembly of the primary rotating components (compressor-turbine) of the engine.
PowerPlant	Honeywell	Honeywell, Allied Signal, Garrett, AiResearch TPE-331-6, -8, -10, -14 Series	Inspection, maintenance and component replacement functions in accordance with manufacturer's current technical data, which do not involve disassembly of the primary rotating components (compressor-turbine) of the engine.
Powerplant	Honeywell	Honeywell, Allied Signal, Garrett TPE 731-3, -4 Series	Inspection, maintenance and component replacement functions in accordance with manufacturer's current technical data, which do not involve disassembly of the primary rotating components (compressor-turbine) of the engine.
Instruments - Mechanical - Magnetic Compass	All Manufacturers	All Models	This authorization is limited to calibration and adjustment of time replaceable units in accordance with the manufacturer's current installation and maintenance instructions.

Limited Ratings - Specialized Services

<u>Rating</u>	<u>Specifications</u>	<u>Limitations</u>
None Authorized		

Lane Aviation Corp

A003-3
Amdt. No: 14

Certificate No.: DYCR407D

 ORIGINAL

U.S. Department
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Operations Specifications

- 1. The Certificate Holder applies for the Operations in this paragraph.
- 2. These Operations Specifications are approved by direction of the Administrator.



Digitally signed by Lee H Thiel, Principal Maintenance Inspector (GL07)
 [1] SUPPORT INFO: Operator requested to add Textron Aviation Inc. and other
 minor items
 [2] EFFECTIVE DATE: 2/10/2016, [3] AMENDMENT #: 14
 DATE: 2016.02.10 07:16:11 -06:00

- 3. I hereby accept and receive the Operations Specifications in this paragraph.

2/10/16

McTurner, Patrick K., FAA Accountable Manager, 145 Date

Lane Aviation Corp

A003-4
Amdt. No: 14

Certificate No.: DYCR407D

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Operations Specifications

A007 . Designated Persons

HQ Control: 12/19/2006

HQ Revision: 030

a. The personnel listed in the following table are designated to officially apply for and receive operations specifications for the certificate holder indicated below.

Table 1 - Designated Persons to Apply for and Receive Authorizations

Title	Name	Parts Authorized
FAA Accountable Manager, 145 / FAA Accountable Manager, 145	McTurner, Patrick K.	A,D
Chief Inspector / Chief Inspector	Gantz, Jack D.	A,D

b. The following personnel listed in Table 2 are designated by the certificate holder to receive Information for Operators (INFO) messages for the certificate holder as indicated below. A receipt for the information by an operator or person is not required.

Table 2 - Designated to Receive INFO Messages


Name	Email Address	Telephone No.	Type of Information to Receive
Gantz, Jack D.	kgantz@laneaviation.com	614-237-3747 x 266	ALL

1. The Certificate Holder applies for the Operations in this paragraph.
2. These Operations Specifications are approved by direction of the Administrator.



Digitally signed by Stanley B Barnes, Principal Avionics Inspector (GL07)
 [1] SUPPORT INFO: Amended due to change of Accountable Manager.
 [2] EFFECTIVE DATE: 10/22/2015, [3] AMENDMENT #: 11
 DATE: 2015.10.22 13:04:38 -05:00

3. I hereby accept and receive the Operations Specifications in this paragraph.


 McTurner, Patrick K., FAA Accountable Manager, 145 10/22/15
 Date

Lane Aviation Corp

A007-1
Amdr. No: 11

Certificate No.: DYCR407D

U.S. Department
of Transportation
Federal Aviation
Administration

Operations Specifications

A449 . Antidrug and Alcohol Misuse Prevention Program

HQ Control: 07/17/2009

HQ Revision: 00a

- a. The Part 145 repair station certificate holder has elected to implement an Antidrug and Alcohol Misuse Prevention Program, because the certificate holder performs safety-sensitive functions for a 14 CFR Part 121, and 135 certificate holder and/or for a 14 CFR Part 91 operator conducting operations under Section 91.147.
- b. The certificate holder certifies that it will comply with the requirements of 14 CFR Part 120 and 49 CFR Part 40 for its Antidrug and Alcohol Misuse Prevention Program.
- c. Antidrug and Alcohol Misuse Prevention Program records are maintained and available for inspection by the FAA's Drug Abatement Compliance and Enforcement Inspectors at the location listed in Table 1 below:

Table 1

Location & Telephone of Antidrug and Alcohol Misuse Prevention Program Records:	
Telephone Number:	A3 (DYCA)
Address:	
Address:	
City:	
State:	
Zip code:	

d. Limitations and Provisions.

- (1) Antidrug and Alcohol Misuse Prevention Program inspections and enforcement activity will be conducted by the Drug Abatement Division. Questions regarding these programs should be directed to the Drug Abatement Division.
- (2) The certificate holder is responsible for updating this operations specification when any of the following changes occur:
 - (a) Location or phone number where the Antidrug and Alcohol Misuse Prevention Program Records are kept.
 - (b) If the certificate holder's number of safety-sensitive employees goes to 50 and above, or falls below 50 safety-sensitive employees.
- (3) The certificate holder with 50 or more employees performing a safety-sensitive function on January 1 of the calendar year must submit an annual report to the Drug Abatement Division of the FAA.
- (4) The certificate holder with fewer than 50 employees performing a safety-sensitive function on January 1 of any calendar year must submit an annual report upon request of the Administrator, as specified in the regulations.

The certificate holder has fewer than 50 safety-sensitive employees.

ORIGINAL

Lane Aviation Corp

A449-1
Amdt. No: 2

Certificate No.: DYCR407D



LANE AVIATION CORPORATION

**FAA ALCOHOL MISUSE PREVENTION PROGRAM
CERTIFICATION STATEMENT**

Part I - Employer Information

B-G-00100-U

1. Employer / Contractor Company Information
Lane Aviation Corporation
4389 International Gateway
Columbus, OH 43219
(614) 237-3747 voice / (614) 237-4274 fax

2. AMPP Program Manager Information
Thomas M. Deuber, Business Manager
4389 International Gateway
Columbus, OH 43219
(614) 237-3747 voice / (614) 237-4274 fax

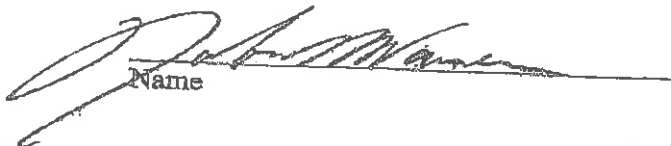
3. Certificates issued by the FAA
Part 135 Operating Certificate No. **DYCA407D**
Date Issued: March 9, 1979
Reissued: December 9, 1988

FAA Repair Station Certificate No. **DYCR407D**
Date Issued: March 21, 1963
Reissued: December 12, 1990

4. Implementation Date:
This certificate holder will begin alcohol testing on July 1, 1995.

Part II - Certification Statement

I certify that I am authorized to represent Lane Aviation Corporation in this matter, that the information in Part I of this document is correct to the best of my knowledge and belief, and that Lane Aviation Corporation will comply with the provisions of the Federal Aviation Administration Alcohol Misuse Prevention Program regulations and with the terms therein.


Name

VICE CHAIRMAN
Title

12/12/94
Date

JAN 04 1995

RECEIVED
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SEP 27 11:29

09/28/16 15:11:47
FAA Purchasing Division