

1. **Agreement.** By signing any written proposal for services (each, a "Proposal") provided to you ("Customer") by Citadel Aviation Dallas, LLC, a Delaware limited liability company, ("Citadel"), you hereby expressly agree to enter into an agreement with Citadel subject to the terms and conditions contained herein (Citadel's "Standard Terms and Conditions"), effective as of the date such Proposal is signed by Customer (each, an "Agreement"). This "Agreement" shall include and incorporate (i) the pricing, details, agreements, and terms of sale set forth in the Proposal, (ii) Citadel's Standard Terms and Conditions set forth herein, (iii) any exhibits hereto, (iv) any other work authorization or other agreement between Customer and Citadel to which this Agreement is attached, referenced or incorporated by reference, and (v) any amendments or supplements hereto which are mutually agreed upon in writing or otherwise set forth in electronic transmissions between the parties, as if they were in the same document and part of the Agreement. The Agreement will be the only terms of sale applicable to Citadel's maintenance, repair, overhaul or servicing of the aircraft referenced in the Proposal and parts thereof (collectively, the "Aircraft").

2. **Proposal.** Citadel is pleased to provide the Proposal for the purposes of accomplishing the work scope referenced therein. Summary prices contained in any Proposal are subject to change depending upon Customer's acceptance of individual line items within the work scope and as may be agreed to in writing. **Upon execution of any Proposal by Customer, this Agreement shall be deemed a binding contract, subject to the terms and conditions set forth herein.**

3. **Preferred Incentives for Advance Booking.** Citadel may offer certain preferred incentives to customers from time to time. In the event of any conflict between these Standard Terms and Conditions and any such incentives, the terms of such written incentives agreed to by Citadel shall control. Notwithstanding the foregoing, in no event will Citadel agree to modify any limited warranty or limitation of liability terms set forth in these Standard Terms and Conditions.

4. **Down Time.** The estimated down time for the work scope is quoted on the cover page of the Proposal. This down time estimate includes normal discrepancy findings but does not include major discrepancies, corrosion or structural repairs. This category of discrepancy will require evaluation to determine repair schemes and schedule impact. The projected down time excludes additional work requested, overtime not included in the quoted items and options (please see the optional item(s), if any on the work scope for any additional down time required).

5. **Payment Terms.** Citadel payment terms are as follows:

a. 100% of any technical evaluation/pre-purchase inspection and technical evaluation/pre-purchase inspection option pricing will be due on or before the date this Agreement is executed by Customer and Citadel.

b. Unless otherwise agreed upon in writing by Citadel, any work performed by Citadel in connection with the Proposal will be payable as follows: (1) a twenty-five percent (25%) deposit of the estimated quoted price on the Proposal will be paid to Citadel by Customer on or before the date this Agreement is executed by Customer and Citadel; (2) an additional thirty-five percent (35%) of the estimated quoted price will be paid to Citadel by Customer at the originally scheduled mid-point of the project; and (3) all additional amounts due and owing under the Proposal, including any agreed upon modifications thereto, shall be paid to Citadel by Customer prior to Redelivery. Unless otherwise agreed upon in writing by Citadel, additional progress payments may be required if at any time the work in progress exceeds \$200,000.00. From time to time, Citadel may invoice Customer for additional parts, third party services, and any additional charges which may arise as set forth below in Section 15.

c. Unless otherwise agreed upon in writing by Citadel, payment in full will be made by Customer to Citadel prior to Aircraft departure from Citadel's facility, or the release of other Customer property, as applicable. If work on the Aircraft is not provided at a Citadel facility, payment in full will be made by Customer prior to final sign-off by Citadel.

d. A non-refundable deposit of interior, modifications, paint and/or avionics installation(s) is required and may be retained as liquidated damages in the event Customer cancels the project. Customer acknowledges that such deposit may equal up to one hundred percent (100%) of the estimated quoted price for any avionics work or pre-purchase inspections.

e. If Citadel is unable to provide a final invoice at Redelivery, Customer agrees to remit payment based upon a proforma invoice. Supplementary invoices reflecting the actual charges and balances will be submitted to Customer as soon as practicable and will be reconciled with the amounts previously invoiced to Customer and/or paid. All outstanding balances must be paid in full prior to Aircraft departure, unless credit terms have been established. Citadel reserves the right to assess a monthly finance charge of 1.75% for late payment. All payments must be in United States Dollars and in the form of certified funds, wire transfer or ACH. If payment is arranged by some other method, additional charges may apply.

6. **Fuel.** Citadel offers fueling and defueling services at its facility at Dallas Love Field (KDAL). Customer may purchase fuel from Citadel at Citadel's then-current customer pricing. Citadel will charge Customer (i) at the point of sale for any fuel purchases or (ii) in the event such fueling takes place at Redelivery, Citadel may elect to include amounts owed by Customer for such fuel on the final invoice.

7. **Aircraft Requiring Defueling/Fueling.** Depending on defuel truck availability at the site; fuel removed from the Aircraft for maintenance needs may not be able to be placed back in the Aircraft due to regulations regarding commingled fuel. To ensure a minimum amount of lost fuel, Citadel recommends that Customer plans to deliver the Aircraft to Citadel with as small of a fuel load as possible. This will save Customer cost in both man-hours charged to defuel the Aircraft and also limit the amount of fuel that could be lost during maintenance. Citadel will defuel a Customer's Aircraft and purchase such defuel at the rack rate plus applicable taxes. Citadel reserves the right to perform tests on the quality standard on such defuel and any such defuel failing to pass quality standards will be discarded. Maintenance, test flight and departure fuel can be put on the Customer's invoice at the then-current rate offered by Citadel to its customers or through Customer's contract fuel provider.

8. **Citadel Limited Warranty.** Subject to the conditions and limitations set forth below, Citadel provides the following limited warranty to Customer:

a. Maintenance, installation and modification work performed by Citadel is warranted against defects in workmanship according to current industry standards for a period of one (1) calendar year, or 400 flight hours, whichever occurs first, from the date of Citadel's Redelivery of Customer's Aircraft to Customer.

b. Interior services work performed by Citadel are warranted against defects in material and workmanship under reasonable and customary use for a period of three (3) calendar years from the date of Citadel's Redelivery of Customer's Aircraft to Customer.

c. Citadel warrants all work to be free from defects in material and workmanship under normal use for the applicable time period set forth herein.

9. **Limited Warranty Conditions.** Customer's entitlement to the benefit of any of the warranties set forth herein is expressly conditioned upon the following:

a. Customer must provide Citadel written notice of a warranty claim, including Customer's name, Customer contact information, the make and serial number of the Aircraft, and a detailed description of the subject and nature of the warranty claim, including the date of its discovery, no later than thirty (30) days after Customer (or any permitted successor or assignee) has actual or constructive knowledge of the defect.

b. The defect must be discovered during the applicable warranty period. Claims made outside of any applicable warranty period will not be covered.

c. All warranty work will be performed by Citadel or Citadel's designee at Citadel's facility, unless otherwise specifically authorized by Citadel in writing, and at a date and time mutually agreed upon in writing by Citadel and Customer.

d. Citadel, in its discretion, may test any item received for warranty work for evidence of defect. If the item is found to not be materially defective due to a warranty condition, Customer will be responsible for and agrees to pay for the test(s) performed, including any recertification costs.

e. Customer must return the Aircraft/equipment to Citadel's facility for repair, at Customer's sole cost and expense, no later than the expiration of the applicable warranty period, unless otherwise expressly agreed in writing by Citadel. Customer shall be responsible for all transportation costs, customs, duties, taxes, tariffs and related charges.

10. **Warranty Limitations.** The foregoing warranties do not apply to, and Citadel does not warrant, parts, materials, components, equipment or services supplied or performed by third parties, and such third-party vendor parts and labor shall be limited to the warranty provided by the supplying vendor, if any. Notwithstanding the foregoing, Citadel will give Customer reasonable assistance in enforcing Customer's rights under any such third-party warranty provided that Customer shall reimburse Citadel for its reasonable costs and expenses incurred in rendering such assistance. Citadel's limited warranty does not extend to, and Citadel shall not be responsible for, any (a) Customer furnished parts, materials, equipment or components, (b) any installation, part, equipment, component or area that, in Citadel's sole determination, has been repaired, altered, misused or subjected to negligence or an accident, (c) failure of Customer or any other operator to perform recommended maintenance, (d) misuse, abuse or neglect by Customer or any third party, (e) effects of the environment, such as wind, water, corrosion, etc. or (f) repairs performed by Customer or third parties without Citadel's express written consent.

11. **EXCLUSIVE WARRANTY AND REMEDIES.** THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF, AND Citadel HEREBY EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER, AND CITADEL'S SOLE AND EXCLUSIVE LIABILITY WITH RESPECT TO CITADEL'S LIMITED WARRANTY AND THE SERVICES PROVIDED BY Citadel HEREUNDER SHALL BE LIMITED EXCLUSIVELY TO REPAIR OR REPLACEMENT (AT CITADEL'S SOLE OPTION) OF THE NONCONFORMING OR DEFECTIVE SERVICES OR PART DETERMINED BY Citadel TO BE NONCONFORMING OR DEFECTIVE. IN NO EVENT SHALL Citadel BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUE OR PROFIT, DIMINUTION IN VALUE, AND COST OF REPLACEMENT AIRCRAFT. NO ADDITIONAL WARRANTY, MODIFICATION OR AGREEMENT EXTENDING THIS WARRANTY SHALL BE BINDING UPON Citadel UNLESS SUCH AGREEMENT IS IN WRITING AND SIGNED BY CITADEL'S DULY AUTHORIZED OFFICER OR REPRESENTATIVE.

12. **Delivery; Redelivery; Taxes and Governmental Charges.** All prices are based on delivery of the Aircraft, or the applicable part or equipment to the Citadel repair facility, Delivered Duty Paid ("Delivery"), and redelivery to the Customer after completion of work at the location where Citadel performs the services

("Redelivery"). **Prices do not include transportation, insurance, taxes, imposts, or other similar charges.** Prices are exclusive of, and Customer shall be responsible for and pay, all Federal, State or local taxes, and any duties, imposts, tariffs or other similar levies applicable to the prices for, or the performance of, the work, the sale, possession, use, or transportation of the Aircraft or any parts, components or equipment constituting part of the work, or the Delivery or Redelivery of the Aircraft or any such parts, components or equipment (collectively "Governmental Charges"). All Governmental Charges shall be paid by Customer unless Customer furnishes Citadel with an acceptable certificate of exemption. Customer shall indemnify and hold Citadel harmless from the payment or imposition of any such Governmental Charges, plus penalties, interest or reasonable attorney's fees arising out of the failure of Customer to timely pay such Governmental Charges.

13. **Parts.**

a. Parts pricing is subject to change by the OEM or parts manufacturer. Due to supplier pricing variations, final invoice pricing may be more or less than the "estimated" amount in this Proposal.

b. Customer understands and agrees that FAA PMA approved parts may be used in the repair, maintenance, overhaul or alteration of Customer's Aircraft, engine or component thereof.

c. Customer furnished parts will be assessed a 20% handling surcharge at the time of installation based on the Manufacturer's Suggested Retail Price ("MSRP"), unless previously agreed in writing by Citadel. For rebuilt, reworked, overhauled or refurbished parts where there is no MSRP, Customer will provide the invoice from which Citadel will determine the surcharge on a cost-plus basis. Customer furnished parts must be accompanied by a properly executed release for return to service in accordance with FAA regulations and Citadel requirements. Citadel disclaims any and all liability for Customer furnished parts and specifically excludes any and all express, implied or statutory warranties for such parts including, but not limited to, the warranties of merchantability and fitness for a particular purpose. Customer shall release, indemnify, defend, save and hold harmless Citadel, its employees, directors, officers, agents and subcontractors from and against any and all responsibilities, liabilities, claims, demands, suits, judgments, losses, damages, costs and expenses for the performance of such parts and installation by Citadel of such parts.

d. Any parts or assemblies permanently removed from Customer's Aircraft as part of maintenance or modification events will become the property of Citadel upon their removal, unless otherwise specified in writing and agreed by both Citadel and Customer.

14. **Pricing.** Work will be performed on either a flat-rated or time and materials basis, as noted in Customer's Proposal or squawk summary. Unless otherwise quoted in the Proposal or airframe squawk summary for the Aircraft as time and materials worked, Citadel will perform all work on a flat-rated basis for labor. Quoted prices for inspections are firm prices and include flat-rated labor for complete inspection in accordance with the requirements specified in the Aircraft manufacturer's manuals. Flat-rated labor will be billed at the quoted rate regardless of the actual amount of labor required to perform the work. Estimates of cost of work to be performed on a time and materials basis are subject to change. The final cost of each time and materials item will be based on the actual materials, parts, labor and outside services required to complete the item.

15. **Additional Charges.** The following additional charges are not included in the quoted prices and shall be paid by Customer upon demand when applicable:

a. Charges of a third party that provided services or parts in connection with the work, where invoices for such charges were not received until after Citadel's issuance of final invoice at the time of Redelivery.

b. Citadel's standard charges for parking or storage of the Aircraft, or any part thereof, as applicable, and for any preservation tasks performed by Citadel for the Aircraft, or its engines or systems, whether performed voluntarily by Citadel at its discretion, or at the request of Customer. Such charges shall apply during such period of time that commences on the fourth (4<sup>th</sup>) day after the earlier of such date that (i) the work is completed and Citadel tenders the Aircraft to Customer for Redelivery or (ii) Citadel gives Customer notice of suspension or stoppage of work due to the default by Customer of any of its obligations under this Agreement or any other agreement with Citadel, and continues until the later of such date that (x) Customer pays in full all amounts due Citadel, including, without limitation, all applicable late fees, interest charges, taxes, attorney fees, and any other additional charges referenced in this Section 15, or (y) Customer removes the Aircraft from Citadel's premises. For avoidance of doubt, such charges shall apply and accrue during such period of time that Citadel is retaining possession of the Aircraft under its statutory and/or common law possessory lien rights to secure payment of any amounts owed to Citadel, including, without limitation, all applicable late fees, interest charges, taxes, attorney fees, and any other additional charges referenced in this Section 15.

c. Repair of any Customer-furnished parts, material or equipment found not otherwise suitable for its intended use.

d. Rework or additions to Customer furnished engineering.

e. Fuel, oil, insurance and flight crews required for flight testing, certification and/or ground runs on the Aircraft.

f. A hazardous waste fee equal to the lesser of (i) 2.5% of the final labor charges or (ii) \$3,000.00 will be charged to any paint related work for the disposal of hazardous waste and materials.

g. If overtime is required in order to complete the work on the schedule requested by Customer, Citadel will advise Customer of the necessity and estimated cost, and Customer will have the option to pay overtime rates or adjust the Redelivery date.

h. Necessary replacement parts.

i. Removal and reinstallation or modification of interior components.

j. Redelivery flights by Citadel and related freight, transportation, insurance, taxes, imposts, or other similar charges.

k. Any replacement parts required in an exchange core overhaul which are not required as part of a normal overhaul in accordance with the applicable maintenance manual.

l. Shipping and handling charges in the amount of 1.25% of the cost of parts used for avionics installations and 2.6% of the cost of parts used on all other Citadel services will be applied to the final invoice.

m. Cores that are returned for credit that are rejected, charged additional fees for excessive damage, or for overhaul charges.

n. Unless otherwise noted, a fee equal to the lesser of (i) 4% of the final labor charges or (ii) \$4,000.00 will be charged for consumables.

o. A 20% handling fee will be assessed to all Customer-supplied parts and services, except

as may be expressly agreed upon by Citadel.

p. Additional certification costs to meet non-FAA compliance requirements will be billed on a time and material basis.

q. Unless otherwise agreed upon in writing by Citadel, Citadel will apply a minimum of a 15% markup on all parts and materials.

r. Unless otherwise agreed upon in writing by Citadel, Citadel will apply a 20% markup on all outside vendor services.

s. Unless otherwise noted, a fee equal to the lesser of (i) a 3% of the final labor charges or (ii) \$1,000.00 will be charged for aircraft movement.

16. **Avionics/Interiors.** Interiors and avionics are not "standardized." As such, it is Citadel policy to inform Customer that this Proposal is budgetary in nature, pending a review of accurate and complete historical Aircraft records, including but not limited to wiring diagrams, electrical load analysis, 337s, interior drawings, incorporated STCs, equipment lists, logbooks and other documents. Customer must submit all requested Aircraft records to Citadel at least thirty (30) days prior to delivery of the Aircraft to Citadel for any avionics and/or interior work. Any delay in furnishing such records will affect the proposed pricing, downtime and anticipated Redelivery date listed in the attached quote. Existing Aircraft equipment must be compatible with the system to be installed. The Aircraft must have adequate space and power to accommodate the additional equipment. Upon Citadel's receipt of the above-mentioned information, Citadel can provide Customer with an updated, complete Proposal. Customer may help Citadel in providing this by making sure that Customer has sent avionics drawings along with photograph of Customer's instrument panels and pedestal in addition to an equipment list. Certification costs are shown as a separate item on the Proposal. Citadel's Proposal prices do not include removal and reinstallation or modification of interior components unless otherwise specified.

17. **Title/Lien.** Subject to Customer's payment to Citadel of all charges due for the work, including, without limitation, all applicable late fees, interest charges, taxes, attorney fees, and other additional charges referenced in Section 15, above, title to the work passes to Customer at Redelivery. To secure prompt payment when due of all amounts owed by Customer, including, without limitation, all applicable late fees, interest charges, taxes, attorney fees, and any other additional charges referenced in Section 15, above, Citadel reserves all statutory and possessory lien rights to which Citadel is entitled under applicable law and, notwithstanding whether any such statutory or possessory lien applies, Customer agrees that Citadel may retain possession of the work and the Aircraft (and any part thereof) until all such amounts due and owing by Customer to Citadel are paid to Citadel. Customer further grants to Citadel a continuing, first priority security interest in and lien upon the work, the Aircraft (and any part thereof) and in any proceeds thereof, including but not limited to insurance proceeds and proceeds from the sale or disposition of the Aircraft or any portion thereof (the work, the Aircraft and any part and proceeds thereof, collectively, the "Collateral"), to secure prompt payment when due of all amounts owed by Customer to Citadel, including, without limitation, all applicable late fees, interest charges, taxes, attorney fees, and any other additional charges referenced in Section 15, above.

18. **Third Party Payments.** For work covered by approved third party payment (i.e. warranty, insurance, and/or title closing) Citadel will require proof acceptable to Citadel, in its sole discretion, that Citadel is a properly named payee. If any amount due and owing Citadel has not been paid by Customer within ninety (90) days of the due date, including, without limitation, all applicable late fees, interest charges, taxes, attorney fees, and any other additional charges referenced in Section 15, above, Citadel shall have the right to deem the Collateral, and any other personal property of Customer in Citadel's possession, as abandoned and to sell the Collateral or such property as provided in any applicable statute (including, but not limited to, the Uniform Commercial Code) to satisfy such amounts due and owing Citadel. Such sale is in addition to any other rights Citadel may have at law or under this Agreement. Any amount realized from any such sale in excess of the amount due and owing

under this Agreement, including, without limitation, all expenses incurred by Citadel in connection with such sale and all applicable late fees, interest charges, attorney fees, and any other additional charges referenced in Section 15, above, shall be retained by Citadel, except to the extent required by applicable law to be returned to Customer. Customer hereby agrees to release, indemnify and hold harmless Citadel from and against any claims, losses, costs and damages, and all associated costs, related to any such sale of the Collateral in accordance with the foregoing provisions.

19. **Scheduling; Delays.** Maintenance positions are provided on a first scheduled, first served basis. An early-signed Proposal will ensure the greatest number of available maintenance positions. Citadel shall not be liable for delays caused by subcontractors, vendors, shippers. Additionally, Citadel shall not be liable for delays in Delivery, Redelivery or performance of any of the work, or the failure or inability to perform any of the work or to Redeliver the Aircraft or any part of the work, due to causes beyond Citadel's reasonable control, including, without limitation, acts of God, pandemic, acts of Customer, acts of any government or military authority, change in the scope of work requested by Customer, condition of the Aircraft, delays in transportation, supply chain delays or shortages or inability due to any other causes beyond its reasonable control to obtain necessary labor, materials, utilities, components or necessary physical facilities. In the event of any such delay, the date of performance and Redelivery shall be extended for a period of time as may be reasonably necessary to compensate for any such delay.

20. **Aircraft Records.** Customer is responsible for furnishing all Aircraft records requested by Citadel at the time of Delivery. Sign-offs will be documented on copies of the current manufacturer's maintenance schedule and in the Aircraft logbooks. If additional sign-offs are needed for third party maintenance tracking systems, the sign-offs will be accomplished on a time and material basis at the then current labor rate.

21. **Changes to Work.** Customer may request changes to the work if documented on a Citadel Proposal, or a Proposal/Agreement addendum signed by Customer and Citadel. Customer acknowledges that any changes requested by Customer may affect price and Redelivery and that Customer is responsible for any such change in price, including overtime required for such change.

22. **Substitutions.** Subject to the approval of Customer, such approval not to be unreasonably withheld, Citadel reserves the right to incorporate changes to the work as deemed necessary by Citadel to avoid delays or improve product control, performance, reliability, stability, utility, manufacture or appearance of the work.

23. **Exchanges and Returns.** Exchange cores must be returned freight prepaid, to the Citadel facility within fourteen (14) calendar days (twenty-one (21) calendar days overseas) from the date of shipment. Delay in accomplishing a timely return will subject Customer to a core charge as established by Citadel. Customer agrees to pay for all replacement parts in the overhaul of the exchange core not required as part of a normal overhaul. Customer shall be invoiced for any such replacement parts. Citadel will return all non-repairable (nonconforming) cores or parts upon Customer's written request provided that the Customer will pay any taxes, duties, imposts and tariffs levied on the value of the returned items and all costs of return if any. All sales are final; no return of unused parts will be permitted unless previously authorized by Citadel. All authorized returns will be subject to a restocking/recertification charge. Customer agrees to pay for any core charge backs resulting from cores deemed unacceptable by the manufacturer or distributor.

24. **Governmental Authorizations.** Customer must timely obtain all required governmental authorizations, including import or export licenses and exchange permit. Customer shall remain importer/exporter of record, regardless of whether Citadel provides Customer with assistance in this area. Citadel shall not be liable if any authorization is delayed, denied, revoked, restricted, or not renewed and Customer shall not be relieved of its obligation to pay for the work or any other services performed or provided by Citadel. All articles, parts or equipment delivered by Customer to Citadel shall at all times be in compliance by Customer with all applicable laws, including the United States Export Administration Regulations, International Traffic in Arms Regulations and

Customs Regulations. Customer shall not and represents and warrants that Customer, nor anyone acting through or on its behalf, shall not dispose of any item of United States origin provided by Citadel other than in full compliance with the foregoing laws and regulations, and to the country of ultimate destination specified in Customer's purchase order and approved government licenses(s) or authorizations(s), except as such applicable laws and regulations may permit.

25. **Compliance With Law.** Customer represents and warrants that it is in compliance with and will comply with the following in connection with this Agreement and the work performed by Citadel: End-Use Certificate DLA Form 1822, the Arms Export Control Act (22 U.S.C. §2751 et seq.) (the "AECA"); Export Administration Act of 1979 (50 App. U.S.C. §2401 et seq.) (the "EAA"); International Traffic in Arms Regulations (22 CFR 120 et seq.) (the "ITAR"); Export Administration Regulations (15 CFR 730 et seq.) (the "EAR"); Foreign Assets Control Regulations (31 CFR 500 et seq.); the Espionage Act (18 USC 793 et seq.); the Bank Secrecy Act (31 U.S.C. 5311 et seq.) (the "BSA"); the Foreign Corrupt Practices Act of 1977 (15 U.S.C. §§ 78dd-1 et seq.) (the "FCPA"), the United Kingdom Bribery Act, and any other foreign federal, state or local anti-bribery and kickback laws, including any similar laws requiring compliance with fiduciary duties. Customer further specifically represents and warrants that:

a. No person who owns a controlling interest in or otherwise controls Customer and, to the knowledge of Customer, neither the owner or operator of the Aircraft if Customer is not the owner or operator, was or is: (i) listed on the Specially Designated Nationals and Blocked Person List maintained by the Office of Foreign Assets Control ("OFAC"), Department of the Treasury, and/or any other similar lists maintained by OFAC pursuant to any authorizing statute, Executive Order or regulation, or (ii) a person designated under Section 1(b), (c) or (d) of Executive Order No. 13224 (September 23, 2001), any related enabling legislation or any other similar Executive Orders.

b. Customer and, to the knowledge of the Customer, (i) any director, officer, agent, employee or affiliate of the Customer, and (ii) the owner or operator of the Aircraft or any director, officer, agent, employee or affiliate of the owner or operator (collectively, the "Compliance Parties"), are not currently subject to any sanctions administered or enforced by the U.S. government, (including, without limitation, OFAC or the U.S. Department of State, the United Nations Security Council ("UNSC"), the European Union, Her Majesty's Treasury ("HMT") or other relevant sanctions authority (collectively, "Sanctions"), nor is the Customer or any of its affiliates or the knowledge of Customer, the owner or operator of the Aircraft or any of their affiliates located, organized, or resident in or a citizen of a country or territory that is the subject or target of Sanctions, (each, a "Sanctioned Country")

c. For the past five (5) years, the Customer and its subsidiaries have not knowingly engaged in and are not now knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any Sanctioned Country.

26. **Indemnification.** Subject to the Limitation of Liability provisions set forth in Section 27, below, Citadel shall indemnify and hold harmless Customer for any loss or damage to the Aircraft when in the possession of Citadel and occurring while the Aircraft is not in flight, provided such damage to the Aircraft is solely, directly and proximately caused by the negligence of Citadel, its employee, independent contractors or agents. In no event shall Citadel's liability for such loss or damage exceed the reasonable cost of repair or replacement of the damage. Customer and owner, if Customer is acting as agent of the owner of the Aircraft, shall and hereby agree to release, indemnify, defend and hold harmless Citadel, its affiliates, and their respective directors, members, owners, officers and employees from and against any loss, injury, damage, claims, costs or liability whatsoever (including reasonable attorney's fees and litigation or Dispute resolution fees) in any way arising out of (a) Customer's or owner's failure to comply with any of its obligations under this Agreement, (b) access and to and presence upon Citadel's facilities by Customer or owner and their respective employees, agents and subcontractors, and (c) the possession, maintenance, use and operation of the Aircraft by Customer, owner or

third parties following Redelivery of the Aircraft to Customer or owner or such third party, except to the extent such claim results from the sole gross negligence or willful misconduct of Citadel, its employees or agents. Neither party shall have any obligation to indemnify the other for losses or damages that arise from or are related to acts of war or terrorism.

27. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, CITADEL'S LIABILITY ON ANY CLAIM OF ANY KIND, INCLUDING GROSS NEGLIGENCE, FOR ANY LOSS (INCLUDING DEATH) OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS AGREEMENT, OR FROM THE PERFORMANCE OR BREACH THEREOF, OR FROM THE MANUFACTURER, SALE, REDELIVERY, RESALE, REPAIR OR USE OF ANY PARTS, EQUIPMENT, COMPONENTS OR SERVICES COVERED BY OR FURNISHED UNDER THIS AGREEMENT SHALL IN NO CASE EXCEED THE COST OF REPAIR OR REPLACEMENT OF THE APPLICABLE PART, EQUIPMENT, COMPONENT OR SERVICES WHICH GIVES RISE TO THE CLAIM. ANY SUCH LIABILITY SHALL BE CONDITIONED ON CUSTOMER PROVIDING PROMPT WRITTEN NOTICE TO Citadel OF ANY CLAIM AND, IN ANY EVENT, WITHIN ONE YEAR FROM THE DATE OF OCCURRENCE OF THE CLAIM (EXCEPT FOR WARRANTY CLAIMS, WHICH ARE GOVERNED BY THE PROVISIONS OF THE Citadel LIMITED WARRANTY), UNLESS THE PARTIES HAVE AGREED IN WRITING TO A DIFFERENT CLAIM PERIOD. IN NO EVENT SHALL Citadel BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST REVENUE OR PROFIT, DIMINUTION IN VALUE, AND COST OF REPLACEMENT AIRCRAFT OR FOR ANY DAMAGES ARISING FROM OR RELATED TO ACTS OF WAR OR TERRORISM.

28. **Access to Facilities.** Upon request, Customer shall be provided reasonable access during normal business hours to unrestricted areas at Citadel's facilities and Customer's Aircraft while the work is being accomplished, conditioned upon Customer's compliance with Citadel's and applicable airport rules and regulations and security requirements, and provided such access does not interfere with or disrupt Citadel's work and operations in general.

29. **Default by Citadel.** Citadel shall not be considered in breach or default of any of its obligations under this Agreement, unless (i) Customer shall have first provided to Citadel written notice of such an alleged breach or default within a reasonable time after Customer becomes aware of or forms a belief that such breach or default occurred (ii) such written notice specifies in reasonable detail the grounds for such breach or default, and (iii) Citadel has either failed to cure such breach or default within thirty (30) calendar days following receipt of such written notice from Customer, or has failed to undertake within such thirty (30) day period reasonable steps to cure such beach or default, and completes such cure within a reasonable time thereafter. In the event of any such breach or default by Citadel under this Agreement, Customer may exercise any or all remedies available under this Agreement and applicable law, subject only to the limitations and conditions set forth in this Agreement, including, those set forth in the Limited Warranty, the limitations set forth in Sections 26 and 27 of this Agreement, and the Dispute resolution provisions contained in Section 31 of this Agreement

30. **Default by Customer.** Customer shall be in default of its obligations under this Agreement and all other agreements with Citadel, if Customer fails (1) to pay when due any amount owed to Citadel under this Agreement or any other agreement with Citadel, and Customer fails to cure such default within ten (10) calendar days after being provided written notice of such failure to pay, (2) any representation or warranty of Customer contained in this Agreement or any other agreement with Citadel is not true and correct or (3) Customer fails to comply with any other obligation of Customer under this Agreement. In the event of any such default by Customer under this Agreement or any other agreement with Citadel, Citadel may suspend or stop performance under and/or terminate this Agreement and/or any such other agreement with Customer, in addition to the exercise of any or all remedies available under this Agreement, any such other agreement with Customer and applicable law, subject only to the Dispute resolution provisions contained in Section 31 below. Customer expressly acknowledges and agrees that upon and following the occurrence of any such default by Customer, Citadel shall have no obligation to perform any preservation tasks to or for the Aircraft, or its engines or systems, and Customer hereby waives any rights and claims with respect to, and releases Citadel from any liability in connection with, (i) any failure or refusal of Citadel to perform any such preservation tasks to or for the Aircraft, or it engines or systems, or (ii) the performance of any such preservation tasks to or for the Aircraft, or its engines

or systems, whether performed voluntarily by Citadel at its sole discretion, or otherwise required by applicable law.

**31. Dispute Resolution.**

a. If Customer has a Dispute with or a claim against Citadel arising out of or relating to the work and this Agreement (a "Dispute"), then Customer shall give written notice to Citadel requesting that senior management of Customer and Citadel attempt to resolve the Dispute. Such notice shall specifically refer to the Dispute resolution procedures of this Agreement. Within fifteen (15) calendar days after receipt of such notice, Citadel shall submit a written response. Both the notice and the response shall include, with reasonable particularity, a statement of the applicable party's position and a summary of reasons supporting that position and the name(s) of senior management who will represent the applicable party. The parties shall cause senior management to meet within thirty (30) calendar days after receipt of the notice, at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to use commercially reasonable efforts to resolve the Dispute in good faith. At no time shall Customer initiate litigation related to this Agreement, except to pursue a provisional remedy that is authorized by law or by American Arbitration Association Rules or by agreement of the parties or as otherwise permitted in this Section 31.

b. If such negotiations fail to result in resolution of the Dispute in accordance with clause (a) above, then prior to either party filing a lawsuit, except to prevent the running of any applicable statute of limitations, all Disputes and claims regarding this Agreement shall be submitted to non-binding mediation. In consultation with the mediator, the parties will promptly designate a mutually convenient time and place located in Dallas, Texas, for the mediation that is no later than 30 days after the date the mediator is selected. In the mediation, each party must be represented by a senior manager, and each party may be represented by legal counsel. The mediation will be governed by applicable provisions of Chapter 154 of the Texas Civil Practice and Remedies Code and such other rules as the mediator may prescribe. The fees and expenses of the mediator will be shared equally between the parties. If the parties cannot agree on a mediator, one will be selected pursuant to American Arbitration Association rules.

c. If the Dispute is not resolved by mediation, the parties may agree to submit such Dispute to binding arbitration to be conducted pursuant to American Arbitration Association rules at a location mutually acceptable to the parties in Dallas, Texas (provided that, by mutual agreement, the proceedings may be conducted via video conferencing). Such arbitration shall take place before one neutral, independent and impartial arbitrator mutually acceptable to the parties, provided that such arbitrator shall have relevant technical expertise in the aviation industry with respect to the maintenance and repair of aircraft comparable to the Aircraft. Judgment on any award may be entered in any court located within the county and state where the work under this Agreement was primarily performed. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

d. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys in discussions conducted under clause (a), in mediation under clause (b), or in arbitration under clause (c) above, are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

**32. WAIVER OF JURY TRIAL.** EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY ACTION OR OTHER LEGAL PROCEEDING AMONG THE PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER MADE BY CLAIM,

COUNTERCLAIM, THIRD PARTY CLAIM OR OTHERWISE. THIS WAIVER APPLIES TO ANY ACTION OR LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. The agreement of each party to waive its right to a jury trial will be binding on its successors and assignees.

33. **Attorney Fees.** The prevailing party in any proceeding (including any court, arbitration or mediation proceedings) to exercise any remedy under or otherwise enforce any term or condition of this Agreement shall be entitled to all of its reasonable costs and attorneys' fees incurred in connection therewith (including court costs and fees and costs of experts and other professionals) in addition to any other relief available in law and in equity.

34. **Governing Law.** This Agreement shall be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Texas, without regard to conflicts of law principles. The parties consent and hereby submit to the exclusive jurisdiction of the state courts located in Collin County, Texas for a determination of any and all issues between them relating to this Agreement or its subject matter, subject to the Dispute resolution provisions in Section 31 above.

35. **Representation of Authority.** THE PERSON SIGNING THIS AGREEMENT (OR AUTHORIZING ANY AMENDMENT OR SUPPLEMENT TO THIS AGREEMENT OR THE WORK) REPRESENTS AND WARRANTS THAT SUCH PERSON (AND ANY ENTITY ON WHOSE BEHALF SUCH PERSON IS SIGNING AS AGENT OF CUSTOMER) IS DULY AUTHORIZED TO ACT AS AN AUTHORIZED AGENT OF CUSTOMER AND THE OWNER OF THE AIRCRAFT (IF CUSTOMER IS NOT THE OWNER), AND HAS FULL POWER AND AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF THE NAMED CUSTOMER AND TO BIND CUSTOMER AND THE OWNER OF THE AIRCRAFT TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS MAY BE AMENDED OR SUPPLEMENTED.

36. **Waiver.** No waiver by either of the parties of any breach by the other party hereto of any condition or provision of this Agreement to be performed by the other party hereto shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time.

37. **Severability.** Should any provisions of this Agreement be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and if such provision or provisions are not modified as provided above, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been set forth herein.

38. **Assignment.** The assignment of the Agreement or a related purchase order, or any rights or obligations, by either party without the prior written consent of the other party shall be void. Notwithstanding the above, Customer's consent shall not be required for the substitution of a subsidiary or affiliated company of Citadel in the place of Citadel as the contracting party and/or the recipient of payments pertaining to all or part of any purchase order. Should such substitution occur, Customer shall be notified thereof in writing.

39. **Titles/Subtitles.** The titles and subtitles given to sections of the Agreement are for convenience only and shall not in any manner be deemed to limit or restrict the context of the section to which they relate. The words "hereof", "hereunder", "herein", "herewith" and similar terms are not to be deemed restrictive and refer to the entire agreement including all exhibits.

40. **Entire Agreement.** This Agreement is intended to be the complete and exclusive statement between the parties of the work to be done and the applicable terms and conditions. No prior proposals, statements, negotiations, warranties, course of dealing or usage of trade will be part of this agreement. Citadel objects to Customer's inconsistent or additional terms, however stated, and such shall not be part of this agreement unless Citadel specifically accepts them in writing. No amendment of, or waiver of a right or requirement under, this Agreement will be binding upon Citadel unless it is in writing and signed by Citadel, or in electronic transmissions between the parties and confirmed by Citadel, and any such waiver shall not constitute a waiver of any subsequent right or requirement unless so specified.

41. **Binding Effect.** The Proposal is submitted to Customer for informational purposes only. The Proposal shall not become a binding Agreement between Customer and Citadel unless signed by Customer and Citadel.

42. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or other electronic signature (including .pdf or DocuSign/Adobe Sign).

43. **Notices.** Notices and all other communications provided for in this Agreement shall be given in writing by personal delivery, electronic delivery, or by registered mail to the parties at the addresses set forth in this Proposal (or such other addresses as specified by the parties by like notice). Any written approval or confirmation from Customer that may be provided or required under this Agreement may be given via electronic transmission (e.g., e-mail, text message, or any other form of electronic communication).

44. **Amendments.** Customer acknowledges that Citadel may amend its Standard Terms and Conditions at any time and from time to time. Notwithstanding the foregoing, each Proposal signed by Customer will be subject to Citadel's Standard Terms and Conditions then in effect at the time such Proposal is executed by Customer.

**[END OF STANDARD TERMS & CONDITIONS]**