

**HONEYWELL
THREE YEAR MECHANICAL PROTECTION PLAN (MPP)
AGREEMENT
FOR GULFSTREAM ENROLLED AIRCRAFT**

BETWEEN:

**HONEYWELL INTERNATIONAL INC.,
("Honeywell")**

AND

**PLAN D, LLC
("Purchaser")**

**C/O
Hawthorne Global Aviation Services
("Channel Partner")**

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Honeywell Internal

EFTA00807438

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HONEYWELL MECHANICAL PROTECTION PLAN AGREEMENT

This HONEYWELL MECHANICAL PROTECTION PLAN AGREEMENT (“the Agreement”) is entered into this 4th day of September 2017 (the “Effective Date”) by and between Honeywell International Inc., a Delaware corporation, acting through its Aerospace Commercial Aviation business unit with offices at 1944 E. Sky Harbor Circle, Phoenix, AZ 85034, U.S.A., (“Honeywell”) and “Purchaser”, more specifically identified in the signature element of this Agreement, which may be referred to separately or jointly as a “Party” or “Parties”, respectively.

NOTICE

(If an Authorized Honeywell Channel Partner is selling this Agreement)

PURCHASER IS ADVISED that an Authorized Honeywell Channel Partner may be selling this program to Purchaser under their authority as a Channel Partner, but this specific Agreement for MPP services is between Honeywell and Purchaser. The Channel Partner is not an agent or a party to this Agreement, the Channel Partner is included in this process as part of Honeywell’s overall service network and to enhance the ease in which Purchaser can maintain the Honeywell Products installed in Enrolled Aircraft. See Provision 7 for payment considerations.

RECITALS

WHEREAS, Honeywell is engaged in the design, manufacture, support and distribution of Honeywell aerospace products and accessories, including spare parts and components thereof as used in the aviation industry; and

WHEREAS, Purchaser desires to enter into an agreement for the repair and replacement of Honeywell Products under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **DEFINITIONS**

The following definitions will apply to terms used in this Agreement:

- 1.1 **Commercial Warranty** – Those manufacturer’s warranties provided by Honeywell to the original purchaser (or holder in due course) of a product provided by Honeywell.
- 1.2 **Days** – Calendar days unless stated otherwise.
- 1.3 **Channel Partner** – Honeywell Authorized Channel Partner (either a Service Center Licensee under a Mechanical Service Center Authorization or a Dealer under an Avionics Dealership Authorization) who is an Airworthiness Authority or “Air Agency” certified under 14 CFR Part 145 (Domestic or Foreign Station) with the rating required to lawfully perform work on these Honeywell Products.
- 1.4 **Enrolled Aircraft** – Refers to the aircraft identified in Exhibit 1 of this Agreement which are owned and/or operated by Purchaser, in which the Honeywell Product(s) intended for inclusion in this Agreement are installed.

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- 1.5 **Express Written Consent** – Written authorization from the granting party to do a given act, signed by a duly authorized representative of that party.
- 1.6 **Honeywell Product(s)** – Product as set forth in Exhibit 2 hereto.
- 1.7 **Obsolescence or Obsolete** - Is a Honeywell Product status declared by Honeywell, in its sole discretion, based on the Honeywell Product no longer being manufactured or the cost to procure components used in its manufacture or repair being prohibitive.
- 1.8 **Predicted Flight Hours** – The annual estimate of flight hours for each Enrolled Aircraft as identified in Exhibit 1.

2. **CONDITIONS PRECEDENT**

The Purchaser must complete and demonstrate compliance with the following obligations prior to enrollment in the MPP program:

- 2.1 Honeywell Product must be installed on Enrolled Aircraft;
- 2.2 Enrolled Aircraft must be utilized in normal, non-airline and non-revenue corporate business aircraft or private service and may include Part 135 or Part 91 dry-leases or unscheduled charters to others. Within the context of this Agreement, helicopters engaged in similar service are included;
- 2.3 Honeywell Product must be, or have been installed per Honeywell specifications by an installation entity acceptable to Honeywell;
- 2.4 Purchaser agrees to execute this Agreement prior to the expiration of any existing, relevant warranty period for subject Honeywell Product, unless Honeywell waives this condition precedent in writing.
- 2.5 The Party initiating transportation will bear the risk of loss or damage in transit.

3. **RESPONSIBILITIES OF PURCHASER**

In the performance of this Agreement, Purchaser will:

- 3.1 Confirm in writing to Honeywell within ten (10) business days after the Effective Date the Honeywell Products installed on the Enrolled Aircraft. Furthermore, Purchaser will notify Honeywell in writing of any additions or modifications to the Honeywell Products installed on the Enrolled Aircraft after the Effective Date.
- 3.2 Notify Honeywell in writing within ten (10) business days (or extended notification period as agreed to by Honeywell) of any additions or modifications to the Honeywell Products installed on the Enrolled Aircraft after the Effective Date. Honeywell will advise Purchaser of any additional fees that must be paid by Purchaser before the additions or modifications to the Honeywell Products are covered under this Agreement.
- 3.3 At all times comply with the most current version of Honeywell’s Repair and Overhaul Terms and Conditions of Sale (available on request) and the operating provisions and points of contact as set forth in the WORLDWIDE EXCHANGE/RENTAL PROGRAM document, commonly referred to as the “SPEX Catalog”, which can be found at:


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If a Honeywell Product is removed from the SPEX Catalog, rental only status, Honeywell in its sole discretion may also remove this Honeywell Product from the MPP coverage.

- 3.4 Request replacement of Honeywell Product by an appropriately rated dealer or mechanical service center that holds the appropriate national certification rating to work on these Honeywell Products or through a Honeywell Worldwide Support Center.
- 3.5 Notify Honeywell or an authorized Channel Partner of all defective Honeywell Product during the term of this Agreement.
- 3.6 Pay costs and fees (including but not limited to testing, quality documentation and freight costs) associated with returning Honeywell Product where no-fault was found and for delayed core returns. Core units must be returned to Honeywell by the way of airfreight within 14 days (30 days for shipments crossing international borders, or for such other period as set forth in the SPEX Catalog), from the date Honeywell shipped the exchanged unit.
- 3.7 Notify Honeywell of all changes in ownership of the Enrolled Aircraft as soon as reasonably possible but in no event less than thirty (30) days prior to the sale of the Enrolled Aircraft. Failure to do so will be considered by Honeywell to be a material breach of this Agreement.
- 3.8 In the event that Honeywell is unable to provide a Honeywell Product to the Purchaser because the SPEX pool is out of stock, the Purchaser is prohibited from purchasing any Honeywell Products without express written permission from Honeywell and Honeywell will not be liable for any costs for the replacement Product procured by the Purchaser.

4. RESPONSIBILITIES OF HONEYWELL

In the performance of this Agreement, after confirmation that Purchaser has complied with all obligations in this Agreement, Honeywell will:

- 4.1 Replace Honeywell Product which is installed in Enrolled Aircraft and identified in Exhibit 2 to this Agreement that does not conform to applicable Honeywell specifications. Replacement or exchange product may be new, used or refurbished at the sole discretion of Honeywell;
- 4.2 Pay next day air freight to ship Honeywell Product from Purchaser's location within the continental United States to Honeywell's repair facility;
- 4.3 Honeywell delivery terms are EXW Honeywell's facility (Incoterms 2010) with the exception that Honeywell is responsible for obtaining the export license and completing all export clearance documents. Title will pass to Purchaser on replaced Honeywell Product when Purchaser returns core units to Honeywell. Honeywell will pack and ship Honeywell Products in accordance with standard commercial practices.
- 4.4 Pay a reasonable amount for labor, not to exceed five hundred dollars (\$500.00), for unit removal and re-installation ("R&R") in Enrolled Aircraft and for costs of system troubleshooting, providing such are accomplished by an appropriately authorized Honeywell Channel Partner. The five hundred dollar (\$500.00) cap set forth in this provision shall not apply to any Honeywell Product(s) which is still under an existing, relevant warranty at the time of the unit R&R.
- 4.5 If any item in Exhibit 1 either becomes Obsolete or is superseded during the Term of the Agreement, then Honeywell shall make reasonable efforts to notify Purchaser. Honeywell will incur no liability should it declare the Honeywell Product as Obsolete and any additional costs for a replacement will be passed on to the Purchaser. If a suitable replacement is unavailable then

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Honeywell will adjust the Net Total Price, assessed proportionally, for the following year of the Agreement.

5. RELATIONSHIP OF THE PARTIES

5.1 The Parties are conducting transactions arising out of this Agreement as independent contractors, and do not intend to create any of the following relationships for any purpose:

- (i) prime contractor and subcontractor;
- (ii) employer and employee;
- (iii) partnership or joint venture;
- (iv) an agency;
- (v) trust or other fiduciary relationship; or
- (vi) any other legal entity.

Neither Party will enter into any agreements, make any warranties or representations, nor assume or create any other obligations on the other Party's behalf.

5.2 The identification of a Channel Partner, on the front page of this Agreement is for administrative purposes only and does not imply, confer, or otherwise establish said Channel Partner as an agent of Honeywell or as a party to this Agreement. There are no third party beneficiaries or third party beneficiary rights created by this Agreement.

6. EXCLUSIONS

6.1 This Agreement does not apply to:

Non-Honeywell mechanical product;
Scheduled maintenance events;
Units damaged other than by Honeywell's demonstrated negligence; or
Honeywell Product suspected of failure prior to enrollment.

6.2 This Agreement does not provide for or cover:

Subscription services;
Customs duties, import duties, broker's fees, taxes;
Special handling or expediting charges;
Expenses resulting from or associated with initial installation (excludes re-installation of replacements); or
Units which have been altered, modified or repaired by non-authorized repair agencies or which have been subject to damage from misuse, accident, lightning, moisture, corrosion, Acts of God or similar events.

7. PRICES AND PAYMENTS

7.1 Pricing for coverage is based on both the Predicted Flight Hours, as specified in Exhibit 1, of the Enrolled Aircraft in which the Honeywell Products are installed, the product configuration, and annual Significant Exchanges.

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7.2 Purchaser is required, at a minimum, to provide actual flight hours extrapolated to an annual total no later than the tenth (10th) day of the month prior to the month in which this Agreement expires.

7.3. Significant Variances for Flight Hours

When actual flight hours in a contract year exceed Predicted Flight Hours by 30 or more hours (such +30 hour difference, "Significant Variances"), Purchaser is obligated to notify Honeywell of such Significant Variances on an annual basis. Honeywell will evaluate whether the Significant Variances require an adjustment to the total annual fees payable by the Purchaser for the following contract year. Variations in actual flight hours that are less than the Significant Variance range are considered acceptable variations and do not constitute an event that will cause any adjustment to the price.

7.4 For Non Renewals – Significant Variances

If Purchaser elects to not renew their coverage of the Agreement or if the Agreement is terminated prior to its expiration date, Honeywell will issue an additional invoice to Purchaser, reflecting the difference between the actual aggregate flight hours and the Predicted Flight Hours, for any associated Significant Variance, subject to article 7.7 below.

7.5 Honeywell will invoice Purchaser for the total annual fee upon enrollment or renewal initiation, unless alternative payment terms are approved by Honeywell at the time of enrollment or renewal.

7.6 Significant Exchanges

7.6.1 A "Significant Exchange" means that there have been excessive exchanges based upon Honeywell statistics and records above what is normal and expected for each part number.

7.6.2 Honeywell will monitor Purchaser's ongoing exchange history. Significant Exchanges by Purchaser may require Purchaser to pay additional fees at the end of the Agreement Term. Such additional fees adjustments will be in the form of a settlement using the following processes in 7.6.3 and 7.6.4.

7.6.3 For Renewals

Honeywell will adjust the annual price (as expressed in Exhibit 1) appropriately for the Renewal Term, in recognition of the aforementioned Significant Exchanges.

7.6.4 For Non Renewals

Honeywell will issue an additional settlement invoice, subject to article 7.8 below

7.6.5 If variations in actual exchanges are within acceptable variation limits and do not constitute a "Significant Exchange", no adjustment will be made.

7.7 Payment for goods and services is due net thirty (30) days from date of invoice, and must be made in U.S. currency. If Purchaser has purchased this protection plan from a Channel Partner, payment terms will be determined between Purchaser and that Channel Partner, and the Channel Partner will be responsible for remitting payment for this protection plan back to Honeywell.

7.8 If Purchaser's payment obligation to Honeywell is delinquent, Honeywell may upon written notice to Purchaser stop work and withhold future shipments or performance until all delinquent amounts and interest, if any, are paid. Additionally, Honeywell may at its option:

7.8.1 Repossess Honeywell Products for which payment has not been made;

- 7.8.2 Charge interest on delinquent amounts at a rate of 1.5% per month or the maximum rate permitted by law, if lower, for each month or part thereof;
- 7.8.3 Recover all costs of collection including, but not limited to, reasonable attorneys' fees;
- 7.8.4 Combine any of the above rights and remedies as may be permitted by applicable law;
- 7.8.5 The remedies above are in addition to all other remedies available at law or in equity.

8. ESCALATION

- 8.1 The hourly rate for Predicted FHs incurred under this Agreement, as listed in Exhibit 1, is only for the initial twelve (12) months of the Term of this Agreement. To establish the Hourly Usage Rate for subsequent calendar years during the term of this Agreement, appropriate changes, shall be calculated by applying a three percent (3%) fixed increase year over year for the subsequent years of the Agreement term.
- 8.2 Honeywell shall apply this increase each year for the next calendar year no later than December 1st of the current year.

9. BAILMENT OF HONEYWELL OWNED PRODUCT

Purchaser may upgrade their Honeywell Avionics Product that is covered under this Agreement for an additional charge to be provided by Honeywell at the time of request. In addition, if Honeywell has a rental available for the Product being upgraded, such rental will be free of charge during the time that the Purchaser's Product is being upgraded by Honeywell, subject to the Purchaser entering into a separate bailment agreement pursuant to Honeywell's standard bailment terms and conditions, which are more fully described in the SPEX Catalog found at:



10. LIMITED WARRANTY

- 10.1 Honeywell warrants during the term of this Agreement and in accordance with the provisions set forth herein that all Honeywell Product shall be free from defects in material and workmanship under normal operating conditions.
- 10.2 THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE.

11. LIMITATION OF LIABILITY

HONEYWELL'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATING TO AN ORDER OR THIS AGREEMENT IS LIMITED TO THE LOWER OF THE CATALOG OR AGREEMENT PRICE FOR THE SPECIFIC PRODUCT OR SERVICE THAT GIVES RISE TO THE CLAIM. IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL DAMAGES, CONSEQUENTIAL

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DAMAGES, SPECIAL DAMAGES, INDIRECT DAMAGES, LOSS OF PROFITS, LOSS OF REVENUES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), BY OPERATION OF LAW, OR OTHERWISE.

12. TERM

- 12.1** This Agreement will begin on the Effective Date as indicated in the introductory paragraph of this Agreement and will expire at midnight, Mountain Standard Time, three (3) years from the Effective Date ("Term"), unless terminated earlier pursuant to the "Termination" article of this Agreement.
- 12.2** This Agreement may be renewed for an additional Term by mutual agreement of the Parties, subject to price changes as contemplated by the Escalation provision. Such renewal must be evidenced in writing and executed by an authorized representative of each Party.

13. TERMINATION

- 13.1** Either Party may terminate this Agreement by giving written notice to the other Party upon the occurrence of any of the following events:
- a) the other Party materially breaches this Agreement and fails to remedy the breach within 60 calendar days after receipt of written notice that specifies the grounds for the material breach; or
 - b) any insolvency or suspension of the other Party's operations or any petition filed or proceeding made by or against the other Party under any state, federal, or other applicable law relating to bankruptcy, arrangement, reorganization, receivership, or assignment for the benefit of creditors or other similar proceedings.
- 13.2** Honeywell may terminate this Agreement if Purchaser fails to meet the requirements of the "Conditions Precedent", "Responsibilities of Purchaser" or "Prices and Payments" articles of this Agreement.
- 13.3** Honeywell may suspend performance under this Agreement at Purchaser's expense if Honeywell determines that performance may cause a safety, security, or health risk.
- 13.4** Termination does not affect any debt, claim, or cause of action accruing to any party against the other before the termination. The rights of termination provided in this clause are not exclusive of other remedies that either party may be entitled to under this Agreement or in law or equity.
- 13.5** Should the Purchaser terminate this Agreement prior to the end of the Term, Purchaser will owe Honeywell a settlement of fees which will be determined as follows: The total price of the Agreement for the full Term will be calculated;
- (b) Total fees paid by Purchaser under the Agreement prior to termination of the Agreement by the Purchaser will then be calculated; and
 - (c) The difference between the total price of the Agreement in (a) and the total fees paid by the Purchaser prior to termination in (b) will be calculated and paid by Purchaser to Honeywell immediately upon termination of the Agreement.

14. ASSIGNMENT

- 14.1** Neither this Agreement nor any rights or obligations hereunder, may be assigned, pledged or encumbered by Purchaser without the Express Written Consent of Honeywell. Previous restriction notwithstanding, Purchaser may assign this Agreement to any affiliate which it directly or indirectly controls, is controlled by or is under common control with Purchaser and to which operational control of the Enrolled Aircraft may be transferred, whether by way of a corporate reorganization or otherwise, with written notice to Honeywell.
- 14.2** Honeywell may assign, pledge or encumber its rights under this Agreement, and Honeywell may assign the Agreement and all rights and obligations hereunder, in both cases without notice to Purchaser.

15. SALE OR TRANSFER OF ENROLLED AIRCRAFT

- 15.1** Should Purchaser sell or transfer title of the Enrolled Aircraft and replace the Enrolled Aircraft with a different or new aircraft during the Term, then the Purchaser's rights to service under this Agreement may be transferred to the new or replacement aircraft, subject to reasonable prior written notice to (no later than one week before the contemplated transfer) and written concurrence by Honeywell and rate adjustments for the new or replacement aircraft.
- 15.2** Should Purchaser sell or otherwise transfer title of the Enrolled Aircraft, outside of the internal transfers contemplated by 15.1 above, Purchaser's rights to service under this Agreement may be transferred, subject to reasonable prior written notice to (no later than one week before the contemplated transfer) and written concurrence by Honeywell. Purchaser is advised that in the event this Agreement or the Enrolled Aircraft is transferred **NO REFUND OF FEES WILL BE PROVIDED**. In the event Purchaser sells or transfers title to the aircraft and does not transfer the Agreement to the transferee, Honeywell is entitled to pursue from Purchaser any amounts due under the full term of the Agreement.

16. WAIVER

The failure of either Party to enforce at any time any of the provisions of this Agreement will not be construed to be a continuing waiver of any provisions hereunder nor will any such failure prejudice the right of such Party to take any action in the future to enforce any provisions hereunder.

17. APPLICABLE LAW

This Agreement will be governed by the laws of the State of New York, U.S.A. without regard to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto, will not apply.

18. DISPUTES

- 18.1** Any dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof, will be finally resolved by a sole arbitrator in accordance with the Center for Public Resources (CPR) Institute for Dispute Resolution Rules for Non-Administered Arbitration then currently in effect. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration will be Phoenix, Arizona.
- 18.2** Either Party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either Party also may, without waiving any remedy under this agreement, seek from any court having jurisdiction any interim or provisional

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relief that is necessary to protect the rights or property of that Party, pending the arbitrator's determination of the merits of the controversy.

- 18.3** If any dispute, or response to any dispute, includes an allegation that potentially concerns whether any intellectual property right owned, controlled or licensable by either Party is invalid, unenforceable or infringed or misappropriated, or is otherwise limited in scope or application, then either Party may, in its sole discretion, elect to have such dispute adjudicated before a court of competent jurisdiction and this section shall not be binding on either Party with respect to such dispute in its entirety or any related dispute, including any portions of such dispute that do not concern intellectual property rights.

19. EXCUSABLE DELAY/FORCE MAJEURE

Except for payment obligations, neither Party will be liable to the other for any failure to meet its obligations due to any cause beyond its reasonable control including, but not limited to: (a) government embargoes or any other government acts that interfere with performance; (b) blockades; (c) seizure or freeze of assets; (d) delays or refusals to grant an export license or the suspension or revocation thereof; (e) fires, earthquakes, floods, severe weather conditions; (f) any other acts of God; (g) quarantines or regional medical crisis; (h) labor strikes or lockouts; (i) riots, strife, insurrection, civil disobedience, armed conflict, terrorism or war (declared or not), or impending threat of any of the foregoing if reasonably expected to cause injury to people or property; and (j) shortages or inability to obtain materials or components. The due date of any performance affected by such an event will be extended by the period of time that the non-performing Party is actually delayed. If the inability to perform continues for longer than ninety (90) days, either Party will have the right to terminate this Agreement by providing written notice to the other Party.

20. SEVERABILITY/UNENFORCEABLE PROVISIONS

If any provision of this Agreement is determined to be illegal, invalid, or unenforceable by an arbitrator appointed under this Agreement or a court of competent jurisdiction, then the validity and enforceability of the remaining provisions of this Agreement will not be affected and, in lieu of such illegal, invalid, or unenforceable provision, there will be added as part of this Agreement one or more provisions as similar in terms as may be legal, valid and enforceable under applicable law.

21. NOTICES

- 21.1** All notices and other communications given hereunder to any Party regarding this Agreement will be in writing, refer to the Agreement number, in the English language, and delivered at or mailed to each Party at the following respective addresses:

To Honeywell:

Honeywell Aerospace Systems Laboratory
Company S de RL de CV
Calzada del Oro #1755
Colonia Dos Division 2
Mexicali, BC. Mexico 21399

To Purchaser:

Unless otherwise notified, Honeywell will distribute all notices to the person identified in the Purchaser's signature element of this agreement.

- 21.2** Notices will be deemed received when delivered either:

- 21.2.1** Two business days after mailing by certified mail, return receipt requested and postage prepaid; or

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21.2.2 One business day after deposit for next day delivery with a commercial overnight carrier provided the carrier obtains a written verification of receipt from the receiving Party.

22. ATTACHMENTS AND EXHIBITS

All attachments and exhibits described in this Agreement are deemed to be incorporated in and made a part of this Agreement, except that if there is any inconsistency between this Agreement and the provisions of any attachment or exhibit the provisions of this Agreement will control. Terms used in an attachment or exhibit and also used in this Agreement will have the same meaning in the attachment or exhibit as in the Agreement.

23. HEADINGS

The various headings in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement or any revision thereof.

24. SURVIVAL

All provisions of this Agreement which by their nature should apply beyond the term of this Agreement will remain in force after the expiration or any termination of this Agreement.

25. COUNTERPARTS

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

26. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior representations or agreements, oral or written, and all other communications between the Parties relating to the subject matter hereof. This Agreement will not be varied except by an instrument in writing subsequently executed by an authorized representative of each Party.

INTENTIONALLY LEFT BLANK

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, this Agreement, beginning Effective Date, is accepted:

PURCHASER:

Plan D, LLC
6100 Red Hook Quarters B3
St Thomas USVI

(Signature & Date)

(Name & Title)

PURCHASER'S INVOICE ADDRESS
(If different from above):

Hawthorne Global (Acct 305617)
2221 Smithtown Ave.
Ronkonkoma, NY 11779

MPP AGREEMENT NUMBER: TBD

NUMBER:

PAYMENT SCHEDULE: 3 year
agreement to be paid on an annual basis

ATTACHMENTS: Exhibits 1 and 2

AIRCRAFT/PRODUCT COVERED:

Per Exhibit 1 & 2 attached

3YR MPP

G550 SN 5173 N415LM

09/04/2017 – 09/03/2020

300 HOURS

HONEYWELL ACCEPTANCE:

HONEYWELL INTERNATIONAL INC.

Prepared by Gina Gorbach

(Signature & Date)

(Name & Title)

HONEYWELL ADDRESSES

RETURN AGREEMENT CONTRACT
DOCUMENTS TO:

Honeywell Aerospace Systems Laboratory
Company S de RL de CV
Calzada del Oro Lote 7 Porción 1.2
Parque Industrial El Vigia
Mexicali, BC. Mexico 21397

SUBMIT PAYMENTS TO:

Payments to be made per Provision 7.

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EXHIBIT 1

Plan D, LLC

c/o

Hawthorne Global Aviation Services

ENROLLED AIRCRAFT

IN

HONEYWELL MECHANICAL PROTECTION PLAN

	Enrolled Aircraft				Honeywell Product	Agreement Information			
	Model	Serial Number	Registration Number	Predicted Flight Hours	Per Configuration Sheet #	Period of Coverage	Net Total Price First Year	Fleet discount % applied	Number
MPP 1 st YR	G550	5173	N415LM	300	2	09/04/2017 -- 09/03/2018	\$31,584	6%*	TBD
MPP 2 nd YR	G550	5173	N415LM	300	2	09/04/2018 -- 09/03/2019	\$32,531	6%	TBD
MPP 3 rd YR	G550	5173	N415LM	300	2	09/04/2019 -- 09/03/2020	\$33,507	6%	TBD
**Pre-Existing Fee 1 st YR	G550	5173	N415LM	300	2	09/04/2017 -- 09/03/2018	\$4,867	N/A	TBD
Pre-Existing Fee 2 nd YR	G550	5173	N415LM	300	2	09/04/2018 -- 09/03/2019	\$4,867	N/A	TBD
Pre-Existing Fee 3 rd YR	G550	5173	N415LM	300	2	09/04/2019 -- 09/03/2020	\$4,867	N/A	TBD

*Managed by ExcelAire.

****Pre-Existing Failure Fee of \$14,600 is in addition to the Contract Price. Honeywell is providing retroactive coverage of nonconforming equipment as consideration for Purchaser's agreement to a 3 YEAR Agreement with additional Pre-Existing fee. Should Purchaser decide for any reason other than breach by Honeywell to not continue service for the full 3 years, Purchaser will be responsible for payment of the full SPEX exchange Price for the aforementioned retroactive coverage, as set forth in the SPEX Catalog at the time of the exchange. Failed Part No. 3291284-1. Serial No 1100. FEE IS DIVIDED INTO 3 EQUAL PAYMENTS FOR CONVENIENCE.**

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Note: This/these Enrolled Aircraft may be part of a fleet MPP arrangement and would benefit from such discounts but may not be fully listed herein. For clarification or further information contact the MPP Program Manager.

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EXHIBIT 2
HONEYWELL PRODUCT CONFIGURATION

MPP Pricing

Enrolled Aircraft Model: Gulfstream G550	Agreement Price: \$33,600 (1 st YR)
Enrolled Aircraft S/N: 5173 / N415LM	Fleet Discount 6%: \$31,584 (1 st YR)
Predicted Annual Flt Hrs: 300	**Pre-Existing Failure Fee: \$4,867 (1 st YR)
Agreement Period: 09/04/2017 – 09/03/2020	TOTAL MPP + PEF: \$36,451 (1 st YR)

Agreement Price is based on the following Aircraft Configuration, and includes Fleet Discount if applicable.

****Pre-Existing Failure Fee of \$14,600 is in addition to the Contract Price.** Honeywell is providing retroactive coverage of nonconforming equipment as consideration for Purchaser's agreement to a 3 YEAR Agreement with additional Pre-Existing fee. Should Purchaser decide for any reason other than breach by Honeywell to not continue service for the full 3 years, Purchaser will be responsible for payment of the full SPEX exchange Price for the aforementioned retroactive coverage, as set forth in the SPEX Catalog at the time of the exchange. Failed Part No. 3291284-1. Serial No 1100. FEE IS DIVIDED INTO 3 EQUAL PAYMENTS FOR CONVENIENCE.

<i>Product Line</i>	<i>Part Number</i>	<i>Description</i>	<i>Price</i>
Cabin Pressure Controls	103832-2-1	Valve, Pressure Relief	\$87,313
Cabin Pressure Controls	2118936-1	SELECTOR PANEL	\$134,394
Air Cycle & Air Source Systems	1151502-1	SELECTOR TEMP	\$6,070
Air Cycle & Air Source Systems	1151582-6-2	CONTROL BLEED AIR	\$19,400
Airframe Valves	129740-1-1	THERMOSTAT, INLET AIR,	\$7,850
Cabin Pressure Controls	2119144-1	CP Control Panel	\$48,798
Cabin Pressure Controls	2119146-2/4	Controller, Cabin Pressure	\$75,668
Air Cycle & Air Source Systems	2205590-1	COOLING TURBINE	\$308,928
Air Cycle & Air Source Systems	2341142-1	Reheater/Condensor	\$38,563
Air Cycle & Air Source Systems	2341144-1	Water Extractor	\$27,174
Air Cycle & Air Source Systems	2341172-1	PRECOOLER BLEED AIR	\$187,117
Air Cycle & Air Source Systems	2341172-2	PRECOOLER BLEED AIR	\$236,515
Air Cycle & Air Source Systems	2341176-1	VALVE TEMP CONTROL	\$44,534
Air Cycle & Air Source Systems	2341680-1	Primary Heat Exchanger	\$29,537
Air Cycle & Air Source Systems	2341682-1	Secondary Heat Exchanger	\$80,488
Airframe Valves	103878-1	VALVE, OUTFLOW	\$472,405
Airframe Valves	320154-4-1	VALVE OUTLINE,SOLENOID-SHUTOFF	\$87,750
Airframe Valves	3202752-1	VALVE OUTLINE, CHECK, 4.0 INCH DIA	\$32,967
Airframe Valves	3202754-1	VALVE OUTL, CHECK, 3.5 IN. DIA.	\$23,344
Airframe Valves	3202758-1	VALVE OUTL, CHECK, 4.0 IN. DIA.	\$57,349
Airframe Valves	3202760-1	VALVE OUTL, CHECK, 2.5 IN. DIA.	\$17,526
Airframe Valves	3202776-1	VALVE CHECK, 3.0 INCH	\$5,095
Airframe Valves	3202782-1	VALVE, CHECK	\$7,678
Airframe Valves	3215600-2	VALVE, SHUTOFF,REGULATING	\$130,140
Airframe Valves	3215634-5	VALVE, REGULATING, PRESS	\$17,240
Airframe Valves	3215636-2	VALVE REGULATING, FLUID	\$42,942
Airframe Valves	3215662-2	VALVE REGULATING SHUTOFF	\$63,800
Airframe Valves	3291252-1	VALVE OUTLINE, TEMPERATURE CONTROL, 4.0	\$157,785

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Airframe Valves	3291254-1/3291826-1	Valve, Isolation	\$117,296
Airframe Valves	3291268-4	Valve, Trim Air	\$62,571
Airframe Valves	3291284-1	VALVE, SHUTOFF,	\$49,500
Airframe Valves	3291286-3	Valve, Turbine Bypass	\$32,260
Airframe Valves	3291298-2	VALVE OUTLINE, MODULATING AND SHUTOFF	\$117,872
Airframe Valves	3291826-1	VALVE, SHUTOFF	\$117,296
Airframe Valves	396610-6	VALVE, FLOW CONTR	\$179,604

NOTES:

- Upon completion, this table of Product, constituting the Honeywell Product Configuration for the Enrolled Aircraft, identifies the Honeywell Product included in the MPP Agreement identified above.
- SPEX Prices are provided for reference only, based on List Price in \$USD per event and are subject to change. Please refer to Honeywell Publication A65-8200-001 (SPEX Price Catalog – Corporate Operators) for terms and conditions. Current prices are also available by contacting the Honeywell Global Customer Care Center at 1+800-601-3099 (North America); (602) 365-3099 (International).

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