AUTHORIZED SERVICE CENTER (ASC) AGREEMENT

ASC NAME
CITY, STATE
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APPENDICES
CUSTOMER SUPPORT AGREEMENT

This AGREEMENT is entered into and is effective as of Month/Day/Year, by and between

HAWKER BEECHCRAFT CORPORATION,

A company incorporated under the laws of the State of Kansas, U.S.A., with its principal place of business at 10511 East Central, Wichita, Kansas, 67206 (hereinafter called “HBC”).

- AND -

ASC NAME,

A company organized pursuant to the laws of State whose registered office is at Street address, City, State, Zip Code and with service facilities listed in the Appendices to this Agreement (hereinafter called “Service Center”).

WHEREAS, HBC manufactures and sells various models of quality aircraft under the trade names and trademarks of “Hawker”, and “Beechcraft” (collectively the “Aircraft”); and

WHEREAS, Service Center represents and warrants to HBC that it is an aircraft service company fully capable of providing service and support for the Aircraft as required by this Agreement; and

WHEREAS, the Service Center desires to be appointed as a Hawker Beechcraft Authorized Service Center for the Aircraft and has available or is willing to obtain suitable regulatory authority, facilities, and personnel to provide inspection, repair, overhaul, modification, maintenance, and general service in support of the Aircraft; and

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, HBC and Service Center agree as follows:

ARTICLE 1 DEFINITIONS

These terms and expressions will have the following meanings in this Agreement:

1.1 "Aircraft" means the aircraft manufactured, marketed, and supported by HBC under the trade names and trademarks of “Hawker”, and “Beechcraft” as are indicated on the Appendices to this Agreement attached hereto and all predecessor Beech/Beechcraft, Hawker 125 Series and Mitsubishi Diamond I, IA and II Aircraft.

1.2 "Airworthiness Authority" means the U.S. Federal Aviation Administration (or its successor) or the equivalent regulatory authority within the jurisdiction where the Service Center’s facilities are located.

1.3 "Facilities" means the hangar facilities and associated premises utilized by the Service Center to perform Support Services identified and described in the Appendices to this Agreement.
“HBP&D” means Hawker Beechcraft Parts & Distribution, a division within HBC responsible for the inventory and distribution of parts, components, tooling, ground support equipment, publications and other support materials manufactured by HBC or other approved suppliers. For the purposes of this Agreement only, the term “HBC” shall include HBP&D where the context requires.

1.5 “ASC Policies and Procedures Manual” or “PPM” means the manual prepared, issued, and periodically revised by HBC for use in conjunction with this Agreement that establishes policies and standards the Service Center must comply with in the performance of its responsibilities under this Agreement. It is the responsibility of the ASC to utilize the current revision of the PPM.

1.6 “Spares” means parts and components required to support Aircraft under this Agreement.

1.7 "Support Services" means services provided under this Agreement in support of covered Aircraft, as described in the PPM.

ARTICLE 2 APPOINTMENT OF AUTHORIZED SERVICE CENTER

2.1 HBC hereby appoints the Service Center to serve as a Hawker Beechcraft Authorized Service Center (“ASC”) to provide Support Services for the Aircraft in accordance with the requirements detailed herein and in the PPM. The Service Center's appointment as an ASC is non-exclusive and is subject to the continuing satisfaction and approval of HBC.

2.2 The Service Center hereby accepts HBC's appointment as an ASC and agrees that its appointment is limited and restricted to the Facilities identified and described in the Appendices to this Agreement.

2.3 The Service Center agrees that neither this Agreement nor its appointment hereunder will grant or create any right of inspection, maintenance, repair or service in respect of any parts, accessories or ground support equipment that are not manufactured by HBC or by a subcontractor to HBC's detailed design for use on or in connection with the Aircraft.

2.4 This Agreement has been entered into by HBC in reliance upon the following:

(1) The Service Center’s representation that all the persons or entities who have any ownership interest in the Service Center are named in Appendix A item (1) and the percentage of ownership indicated is true and correct;

(2) The Service Center’s representation that the persons named in Appendix A item (2) have full managerial authority and responsibility for managing and directing the operations of the Service Center and performance of its responsibilities under this Agreement;

(3) In the event of any proposed change in the ownership of the Service Center or any substantial change in the managerial authority or responsibilities of the named persons, Service Center shall give HBC immediate written notice thereof; and

(4) The Service Center agrees that HBC, by virtue of its appointment of the ASC, does not assume or incur liability or responsibility for any parts provided, work
performed, or support services provided by the Service Center pursuant to this Agreement.

2.5 HBC AND HBP&D RESERVE EQUAL RIGHT WITH THE SERVICE CENTER TO PROVIDE DIRECT SALES OF SPARES, SUPPORT SERVICES, TOOLING AND GROUND SUPPORT EQUIPMENT, PUBLICATIONS AND OTHER TECHNICAL DATA TO ANY AIRCRAFT OWNER OR OPERATOR. The Service Center agrees that neither HBC nor HBP&D will have any obligation or liability to pay any commission, discount, margin or other compensation to the Service Center in conjunction with or as a result of any direct sales by either HBC or HBP&D of the aforesaid products and services.

ARTICLE 3 APPROVALS AND CERTIFICATES

3.1 During the term of this Agreement the Service Center will be responsible for:

3.1.1 Obtaining and maintaining a current Repair Station Certificate or equivalent approval issued by the Airworthiness Authority at each Facility with a minimum of the following endorsements:

   a) Limited Airframe and Powerplant Ratings or equivalent ratings recognized by the Airworthiness Authority which are currently applicable to each model of Aircraft.

   b) Class 1, 2 and 3 Avionics Ratings or equivalent ratings recognized by the Airworthiness Authority and appropriate to the typical equipment installed in each model of Aircraft.

3.1.2 Obtaining and maintaining government approvals, licenses and certificates required to:

   a) Perform the work to be conducted by the Service Center under this Agreement; and

   b) Maintain and operate the Facilities.

3.2 The Service Center will furnish HBC with copies of the aforesaid approvals, licenses and certificates prior to execution of this Agreement.

ARTICLE 4 TERM AND RENEWAL OF AGREEMENT

4.1 THE TERM OF THIS AGREEMENT WILL BE FOR A PERIOD COMMENCING MONTH/DAY/YEAR AND EXPIRING MONTH/DAY/YEAR (THE “EXPIRATION DATE”) SUBJECT TO THE TERMS AND CONDITIONS STIPULATED IN THIS AGREEMENT AND THE APPENDICES HERETO ATTACHED. UNLESS THIS AGREEMENT IS TERMINATED PRIOR TO THE EXPIRATION DATE, THIS AGREEMENT WILL AUTOMATICALLY EXPIRE WITHOUT NOTICE TO EITHER PARTY. NEITHER HBC NOR THE SERVICE CENTER WILL HAVE ANY OBLIGATION TO RENEW OR EXTEND THIS AGREEMENT BEYOND THE EXPIRATION DATE. NOTWITHSTANDING THE NUMBER OF TIMES HBC MAY HAVE PREVIOUSLY RENEWED OR EXTENDED THE SERVICE CENTER’S APPOINTMENT, THIS AGREEMENT IN ALL CASES WILL BE CONSTRUED AS A FIXED TERM CONTRACT.
ARTICLE 5  DUTIES AND RESPONSIBILITIES OF SERVICE CENTER

5.1 The Service Center will perform each of the following duties and responsibilities:

5.1.1 Abide by and conform to the policies and standards as prescribed in the PPM to service and maintain the Aircraft in an airworthy, safe and operable condition. The Service Center acknowledges that the PPM may be changed or supplemented by HBC from time to time without advance notice to the Service Center and without HBC incurring any liability therefore. It is the responsibility of the ASC to utilize the current revision of the PPM. In the event of any conflict between the PPM and this Agreement, this Agreement shall take precedence.

5.1.2 Render prompt, courteous and reasonably priced service to the owners and operators of the Aircraft and perform all Support Services for the Aircraft strictly in accordance with the applicable HBC technical documents, policy manuals, and regulatory requirements issued by the Airworthiness Authority.

5.1.3 Ensure that all work performed by the Service Center is in compliance with the rules and regulations as set forth in the appropriate airworthiness regulations of the Airworthiness Authority, and, if applicable, FAR Parts 43 and 145 and JAR Part 145.

5.1.4 In consideration of its appointment as an ASC, Service Center has the obligation to use only HBC-provided parts for all services performed as an ASC. Subject to comparable price and availability, Service Center agrees to use HBP&D as its sole source for all aftermarket products and Spares it sells or installs on Aircraft covered by this Agreement. Service Center further agrees to install only genuine HBC-approved parts and that it will not use or sell substitute replacement parts obtained from alternate suppliers that may not meet HBP&D and HBC quality standards. In order to assist HBP&D in its effort to efficiently supply all Spares and aftermarket products required, Service Center agrees to provide quarterly reports listing all Spares used to include part number, twelve month usage quantity, price, and supplier (if other than HBP&D) for all such Spares.

5.1.5 Maintain an inventory of Spares which meets the volume and usage rate criteria set forth in the PPM. Separate inventories must be maintained at each facility.

5.1.6 Provide and maintain the Facilities for the performance of the Support Services, including passenger and crew facilities in close proximity to the hangar facilities. The Facilities will be kept open during the normal business hours and the Service Center will periodically notify HBC of its business hours. If Service Center is not open for business seven days a week, 24 hours a day, then it must publish “on-call” or around-the-clock contact information to provide emergency assistance to Aircraft owners and operators anytime outside normal business hours. The Facilities will be kept in a clean, orderly and presentable condition so as to convey an image of quality and excellence.

5.1.7 Receive, investigate and handle all inquiries received from the owners and operators of the Aircraft with the goal of protecting the reputation and goodwill of HBC. All complaints received by the Service Center will be promptly reported to HBC as specified in Article 19 (Notices) of this Agreement.
5.1.8 Perform warranty repair work, inspections, service bulletin incorporation, and/or various Support Services for aircraft owners and operators periodically on behalf of HBC. All warranty repairs and related part replacements will be accomplished in accordance with the Aircraft’s warranty provisions and applicable HBC policies and procedures. Service Center invoices for such charges will be supported by appropriate warranty claim forms and HBC required documentation. The Service Center will return all removed parts to HBC for adjudication, unless specifically requested by HBC to do otherwise.

5.2 Technical Training

5.2.1 For each Facility and Aircraft model described in the Appendices to this Agreement, the Service Center will maintain on its staff a sufficient number of properly and adequately trained, qualified and technically proficient technicians to provide the quality and quantity of Support Services for the Aircraft required for the Service Center to fulfill its responsibilities under this Agreement.

5.2.2 The Service Center will ensure that its technicians receive initial and recurrent training on the Aircraft in accordance with subject matter, course requirements, currency and technician numbers set forth in the PPM.

5.2.3 The Service Center will ensure that all Support Services for the Aircraft are performed by personnel appropriately licensed or approved by the Airworthiness Authority for such work on the Aircraft and under the direction and supervision of Service Center personnel who have received training pursuant to Paragraph 5.2.1 and 5.2.2 of this Agreement.

5.2.4 All personnel new to Warranty, Parts and related functions of the Service Center must attend training sessions as offered by HBC within 30 days of assuming a position in the referenced departments. The training may consist of Webinar classes, training over the phone or other.

5.3 Required Tooling and Technical Information

5.3.1 For each Facility and Aircraft model, the Service Center will acquire and maintain the tooling and ground support equipment approved by HBC listed in the PPM.

5.3.2 For each Facility and Aircraft model, the Service Center will acquire and keep updated any technical manuals, documents, drawings and technical data as may be necessary for performance of the Support Services as prescribed in the PPM.

5.4 Reports

5.4.1 The Service Center will properly complete all applicable log books, computerized maintenance tracking system inputs, records, and other maintenance tracking forms provided by and on behalf of HBC's customers.

5.4.2 The Service Center will maintain detailed records of the Support Services performed on the Aircraft by the Service Center, including, but not limited to, the model and serial number of all parts and components installed on the Aircraft together with an indication of whether they are new, overhauled, repaired, remanufactured or rebuilt. If requested by HBC, and with the owner's or operator's permission, Service Center will supply to HBC information relating to:

a) records of Support Services performed;
b) component change reports;

c) Warranty claims and reports; and

d) any other information reasonably requested by HBC relating to the Service Center’s performance under this Agreement.

5.4.3 In order to support HBC’s effort to monitor customer service satisfaction levels, Service Center agrees to provide HBC with monthly reports, in a format acceptable to HBC, listing the serial numbers of each Aircraft for which it provides Support Services, a brief description of the service provided, and customer name and contact information. This information will be used to periodically survey customers to ensure performance to quality standards expected under this Agreement.

5.4.4 The Service Center will promptly provide reports to HBC detailing the nature of any unusual damage, maintenance, service or other work performed on Aircraft or work which is required due to any incident or accident involving an Aircraft. This report will be delivered to HBC no later than ten days after completion of such work. If requested by HBC, Service Center will submit such report in writing.

5.4.5 It is in the mutual interest of HBC and the Service Center that accurate and comprehensive factual information concerning any accident involving any Aircraft be, in a timely manner, acquired and preserved, and that said information be provided to, or obtained from, any government authorities responsible for investigating such accident. The Service Center will immediately notify HBC of any accident occurring within any country in which the Service Center has a facility involving either any Aircraft, which has resulted in substantial aircraft or property damage or serious or fatal injury. If requested by HBC, the Service Center will cooperate with and support the efforts of HBC’s accident investigator, by providing (among other things) appropriate facilities and equipment for wreckage teardown and inspection; access to pertinent records in the Service Center’s possession; transportation, liaison and interpreter services; and technical support. HBC shall reimburse the Service Center for its reasonable costs in providing the foregoing.

5.4.6 The Service Center will furnish written annual reports to HBC containing current information normally supplied to customers or creditors with reference to the active management of the Service Center’s business and the ownership and/or financial control thereof (including without limitation Form 10K, when applicable); in addition the Service Center shall inform HBC promptly in writing of any changes in the active management, ownership or financial control of the Service Center;

5.4.7 In the event the Service Center develops a Supplemental Type Certificate (“STC”) for any of the Aircraft using proprietary data or assistance provided by HBC, the Service Center shall promptly disclose the STC to HBC in full upon completion and hereby irrevocably grants to HBC perpetual access to all technical information related to such STC free of charge. Service Center further agrees to enter good faith negotiation that establishes royalty payments, distribution rights or similar form of appropriate HBC compensation for commercial value added due to use of HBC’s proprietary data.
5.5 Access by HBC Representatives.

5.5.1 To ensure that the Service Center complies with the requirements set forth in this Agreement and the PPM, upon reasonable notice, the Service Center will permit HBC and HBP&D representatives (a) reasonable access to the Service Center's business facilities during normal business hours to observe and monitor the Service Center's personnel performing the Support Services; and (b) to periodically inspect and audit the Service Center's training records, technical manuals and documents, warranty claims documentation, spares inventory, inventory records, tooling and equipment.

5.5.2 If requested by HBC, and if available, Service Center will provide suitable office accommodations for HBC Technical Representatives.

5.6 Service Center's Representative.

5.6.1 The Service Center will appoint a representative as a primary contact for each Facility who will be responsible for coordinating and conducting all business transactions and administrative matters in accordance with the PPM and any other written instructions, procedures and policies issued by HBC from time to time.

5.7 HBC Warranty Administration

5.7.1 The Service Center will assist HBC in the administration of the product warranties offered by HBC to its customers by providing services to the owners and operators of the Aircraft in accordance with the written procedures and policies issued by HBC and distributed to the Service Center.

5.7.2 The Service Center is neither authorized to grant any warranty on behalf of HBC, nor extend or modify any warranty obligation of HBC, nor assume any other obligation or liability on behalf of HBC.

5.8 Service Center's Limited Warranty and Disclaimer

5.8.1 The Service Center warrants that all Support Services performed by it under this Agreement, including all maintenance, inspections, servicing and repairs performed on any Aircraft during the term of this Agreement, will be free from defects in workmanship and materials (hereafter "Warranty"). The Service Center will offer and make this Warranty to the owners and operators of the Aircraft on which the Service Center performs Support Services during the term of this Agreement.

5.8.2 The Service Center warrants that the Support Services performed by it under this Agreement, as well as all replacement parts supplied by it in connection with such work, will meet or exceed the applicable requirements set forth in the appropriate Regulations and Bulletins issued by the Airworthiness Authority.

5.8.3 The Service Center will furnish a warranty document to the owners and operators of the Aircraft on which it performs Support Services which sets forth the above-stated Warranty in a format acceptable to HBC. A specimen copy of the Service Center's warranty document will be provided to HBC upon signature of this Agreement, and any revisions thereto will be provided to HBC within 30 days of the applicable revision date of such document.
5.9 Service Center Labor Charges

5.9.1 Hourly service labor rates charged by the Service Center to HBC for Support Services will be negotiated in good faith annually. Service Center agrees to offer service labor rates to HBC which are no greater than those charged to other customers of favored status and similar business volume. HBC agrees not to disclose information concerning this favored labor rate to third parties.

5.9.2 Hourly service labor rates charged by the Service Center to Aircraft owners and operators will be commercially reasonable and comparable to rates offered by similar service providers in the geographic vicinity. Service Center agrees that it will publicly post standard labor billing rates in a manner clearly visible to all service customers. The Service Center will provide HBC with a copy of its posted billing rates for review annually and promptly whenever such rates are changed.

ARTICLE 6 WARRANTIES OF SERVICE CENTER

6.1. Service Center's Business Procedures

6.1.1 HBC and the Service Center enter into this Agreement in good faith and trust in the integrity of each other. However, U.S. law makes it necessary to address the following matters formally and substantively in this Agreement. Nothing herein contained will be interpreted negatively in regard to the business practices of either party.

6.1.2 The Service Center represents and warrants that it will comply with all applicable laws and regulations, including without limitation the Corruption of Foreign Public Officials Act (“CFPOA”) (Canada), and the Foreign Corrupt Practices Act (“FCPA”) (United States). Service Center represents and warrants that it has not made, and will not make, either directly or indirectly, any payments, promises, loans, gifts, or offers of any payments, promises, loans, or gifts, to the following parties: (1) a government, government agency or instrumentality; (2) any political party or official or candidate thereof; or (3) to any other person if Service Center knows or has reason to know that the payment, promise, loan, or gift will be given to a party identified in (1) or (2) above; for any of the following purposes: (a) influencing any act or decision of a party listed in (1) or (2); (b) inducing such party to do or omit to do any act in violation of the lawful duty of such party; (c) securing any improper advantage; or (d) inducing such foreign official to use his influence with a government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, in order to assist such issuer in obtaining or retaining business for or with, or directing business to any party or person. The Service Center will answer in reasonable detail any questionnaire or other written or oral communications from HBC or its auditors, to the extent the same pertains to the Service Center's compliance with the above representations and warranties.

6.2. Legality of Agreement

6.2.1 This Agreement and any Appendix or Amendment hereto have been duly authorized, executed and delivered by the Service Center under the laws of each country in which the Service Center has a facility, and neither the execution and delivery of nor the performance of the provisions of this Agreement will conflict with or result in a breach of any law, regulation, order, writ, injunction or decree of any court or governmental authority of any country in which this Agreement is to be performed, except as the Service Center may otherwise advise HBC in writing.
6.2.2 The Service Center represents that the provisions of this Agreement are legal and binding under the laws and policies of the country of each Facility including, without limitation, taxation and exchange control laws and regulations, and that no consent of or notice to such government, or any agency thereof, is required or necessary, except as the Service Center may otherwise advise HBC in writing.

6.2.3 The Service Center represents and warrants that, to the best of its knowledge and belief, having first made reasonable investigation, the plan of business contemplated by this Agreement, and specifically the granting of discounts or the payment of margins or other compensation to the Service Center by either HBC or HBP&D as described herein or the PPM, will not violate of any law, statute or governmental regulation, rule or order presently in effect in each country in which the Service Center has a facility. If, during the term of this Agreement, the Service Center becomes aware of any such prohibition, statutory or otherwise, which may be deemed to bar the business plan contemplated hereby, in whole or in part, the Service Center will immediately notify HBC of the same in writing.

6.2.4 In the event applicable laws, regulations and/or governmental policies of the country in which the customer is located or the United States of America prohibit or limit the amount which may be included or paid hereunder as compensation, commission or other remuneration to the Service Center, both HBC and HBP&D are hereby authorized to comply with such laws, regulations and/or policies and this Agreement will be automatically modified to reflect such compliance by written notice from HBC to the Service Center. Such modification may include a reduction in or elimination of HBC's or HBP&D's, obligation to pay the Service Center such compensation, commission or other remuneration with respect to a particular sale.

6.3 Foreign Government Approvals

6.3.1 In the event any law, regulation or governmental policy requires this Agreement to be filed with, approved by, or disclosed to any governmental entity within each country in which the Service Center has a facility, the Service Center agrees to comply and to promptly notify HBC of such requirement and the Service Center's compliance with the same.

6.3.2 The Service Center will promptly notify HBC in the event any governmental entity raises an objection or question relating to this Agreement or its performance. If any revisions are necessitated in this Agreement as a result of governmental action or objection, the parties will attempt to revise this Agreement to their mutual satisfaction. In the event the parties are not successful in revising this Agreement to their mutual satisfaction, either party may thereafter elect to immediately terminate this Agreement.

6.4 Disclosure Authorization

6.4.1 Both parties will be entitled to disclose the terms, conditions and provisions of this Agreement to any governmental entity or authority, if such disclosure is judicially or legally authorized or required.
6.5 Service Center's Continuing Obligation

6.5.1 The warranties and representations of the Service Center set forth in this Agreement are to be construed as continuing in nature, and the Service Center will notify HBC immediately in writing of the occurrence of any event which would result in a change in any such warranty or representation.

ARTICLE 7 DUTIES AND RESPONSIBILITIES OF HBC OR HBP&D

During the term of this Agreement HBC will cause HBP&D to:

7.1 Sell Spares to the Service Center on the standard terms and conditions prevailing at the time of purchase by the Service Center with the benefit of a standard discount structure no less favorable than that available to other similar rated, independently owned Service Centers.

7.2 Sell to the Service Center tooling and ground support equipment, and such publications and other technical data, as may be required by the Service Center in order to fulfill its obligations under this Agreement, on the standard terms and conditions prevailing at the time of purchase by the Service Center.

7.3 Provide, at HBP&D discretion, subcontract repair and overhaul services to the Service Center on the standard terms and conditions prevailing at the time of purchase by the Service Center.

7.4 Provide to the Service Center technical information, assistance and guidance in support of the Support Services on the standard terms and conditions prevailing at the time of purchase by the Service Center.

7.5 HBC will publish and amend from time to time an Operator's Support Directory containing information to assist the owners and operators of the Aircraft in obtaining the services of HBC or the Worldwide Authorized Service Center Network. The directory and any revisions thereto will be distributed to owners and operators and interested parties as deemed necessary. The directory will include contact information such as the Service Center's location, the name of its Authorized Service Center Representative and pertinent telephone numbers.

ARTICLE 8 SHIPPING AND TAXES

8.1 Under this Agreement, neither HBC nor HBP&D will be responsible for any of the following:

8.1.1 Any and all handling, packing, crating, transportation, insurance or storage costs and any and all other costs incurred by the Service Center relating to or arising from its performance of the various responsibilities and obligations specified in this Agreement. Current policy regarding shipping and handling may be found in the PPM. It is the responsibility of the ASC to utilize the current revision of the PPM.

8.1.2 The payment of any and all customs duties, export fees and import fees levied by any governmental authority in connection with the sale of spare parts, tools, manuals, services and other related items.
8.1.3 The cost of obtaining any permits, licenses or clearances of documents for the import or export of Spares, tools, manuals, services and other related items. Each party hereby acknowledges that Spares, tools, manuals and other related items, and any data relating thereto, are subject to the provisions of all United States trade laws and regulations, including the Export Administration Act and the International Traffic in Arms regulations. To the extent applicable, the Service Center agrees not to export or re-export parts, tools, manuals and other related items, and any data relating thereto, in violation of the provisions of the aforementioned laws and regulations.

8.2 The Service Center agrees that all Spares sold or furnished by either HBC or HBP&D under this Agreement are provided for the sole purpose of resale or use by the Service Center. The Service Center will provide HBC or HBP&D, as applicable, with properly completed resale certificates for the Spares, as may be required by government authorities.

8.3 The Service Center is responsible for the collection of all taxes, duties or assessments, including interest and penalties thereon, which may be levied by any governmental authority or agency on or as the result of its performance of this Agreement.

ARTICLE 9 ACCOUNTS AND PAYMENT OF ACCOUNT

9.1 The Service Center will pay its account obligations in accordance with terms stated on the invoices submitted by HBC and HBP&D. Failure to maintain the account within stated terms may result in revocation of open account privileges and/or loss of any discount or incentive, or the implementation of other measures as deemed appropriate by HBC's credit department.

9.2 Terms of payment are net thirty (30) days from date of issuance of invoices in U.S. Dollars. Maintaining an account in good standing is mandatory, and required for continued approval as a Service Center. Interest on all past due accounts will be charged at such legal rate as HBC may elect.

9.3 Each party will issue credits or debits to the other party within thirty (30) days in respect of all invoices for goods supplied and services performed pursuant to this Agreement. Both parties further agree not to cross-setoff or withhold payment for potential warranty claims or similar debits in process not yet adjudicated or fully accepted as valid by the other party.

ARTICLE 10 NONDISCLOSURE OF COMMERCIALLY SENSITIVE INFORMATION

10.1 The Service Center recognizes that the technical information furnished by HBC or HBP&D may contain proprietary trade secrets, knowledge and other confidential data. The Service Center will protect all HBC and HBP&D proprietary information from unauthorized disclosure to third parties and hereby agrees that all such proprietary information will only be used by the Service Center in the performance of Support Services for the Aircraft in accordance with the terms of this Agreement.

10.2 In the event of termination of this Agreement for whatever reason, the provisions of Paragraph 10.1, to the extent necessary to continue to afford the necessary security protection to proprietary information, will survive such termination for a minimum period of ten years, except where the provisions of Paragraph 10.3 apply.
10.3 The aforementioned obligations will not apply to proprietary information which:

a) is already or hereafter becomes published, otherwise than through the fault or negligence of the Service Center or which is in the public domain; or

b) is lawfully obtained by the Service Center from a third party with full rights of disclosure; or

c) is already known to the Service Center at the date of receipt of the information pursuant to this Agreement.

10.4 The furnishing of proprietary information will not be construed as granting or confirming either expressly or by implication any rights, licenses or relationships between the parties except as specifically set forth herein.

ARTICLE 11 TRADEMARKS, SERVICE MARKS, and TRADE NAMES

11.1 The Service Center acknowledges that HBC is the exclusive owner of the trademarks and trade names “Hawker”, “Beechcraft”, “Hawker Beechcraft”, “Rapid”, “RAPID”, Hawker Beechcraft Parts & Distribution, HBP&D and all the other HBC trademarks and trade names, (collectively, the “HBC Trademarks and Trade Names”) including distinctive outlines and forms that are applied to HBC airplanes, parts and equipment and that HBC owns all rights, privileges and goodwill pertaining thereto.

11.1.1 HBC hereby grants a non-exclusive license to the Service Center to use the HBC Trademarks and Trade Names in connection with the provision of Support Services for the Aircraft, but only while this Agreement remains in force and effect provided that Service Center shall not make any new use of the Rapid family of marks. Said license to the Service Center shall be conditioned upon the Service Center’s complying fully with the standards of quality provided by HBC from time to time, including those set forth in the PPM. The Service Center hereby agrees that it will not use the HBC Trademarks or Trade Names in the Service Center’s corporate name, firm name or business name without the prior written consent of HBC.

11.1.2 The non-exclusive license granted under this Agreement is conditioned upon the Service Center’s complying with HBC standards of quality as set forth in this Agreement and the PPM. At all times during the term of this Agreement, HBC shall have the unlimited right to inspect the goods and services offered and sold by the Service Center under the HBC Trademarks and Trade Names to determine whether the Service Center’s conduct of business under such marks and names is achieving the same level of quality expected by HBC. In the event that HBC determines that the Service Center’s conduct of business fails to maintain the required level of quality, HBC shall have the right to terminate this Agreement as provided in Article 17.

11.2 Certificate of Appointment and Signs

11.2.1 Subject to compliance with applicable regulations, the Service Center will display and maintain in a satisfactory condition at each Facility an ASC sign to the design specified and provided by HBC. The Service Center will be responsible for all costs and expenses in connection with the acquisition, display and maintenance of said sign.
11.2.2 HBC will provide to the Service Center a Certificate of Appointment defining each Facility and Aircraft model for which the Service Center is appointed to provide Support Services. The Service Center will display and maintain the Certificate of Appointment in a satisfactory condition and display it in a position mutually agreed for the duration of the Agreement. It is expressly agreed that the Certificate of Appointment will at all times remain the property of HBC and will be promptly returned to HBC on termination or expiration of this Agreement.

**ARTICLE 12 LIMITATION OF LIABILITY**

12.1 The Service Center will not sue, seek indemnity or otherwise make any claim, whether in contract or tort, against either HBC or HBP&D with respect to any loss, damage, attorney's fees, expenses, causes of action or legal liability suffered or incurred by the Service Center, for any reason, except to the extent such arises from the negligence or willful misconduct of either HBC or HBP&D. It is expressly understood that HBC does not warrant any portion of any work performed, or services or parts provided, by the Service Center.

**ARTICLE 13 INDEMNITIES**

13.1 The Service Center will indemnify and hold both HBC and HBP&D harmless from and against any and all liabilities, losses, damages, claims, costs, judgments, settlements or expenses, including attorney's fees which either HBC or HBP&D may hereafter incur, suffer or be required to pay by reason of the Service Center's willful misconduct, negligence, breach of express or implied warranty or other culpable conduct arising out of or in any way connected with any materials, workmanship or services provided by the Service Center, its employees, agents and/or subcontractors. It is not intended that the Service Center will hold HBC harmless from liability for HBC's design and manufacture of HBC products or any active negligence on the part of HBC in the design or manufacture of its products.

**ARTICLE 14 INSURANCE**

14.1 The Service Center will obtain and maintain at its own expense, third party legal liability including premises, products/completed operations, contractual, hangar keepers, aircraft and automobile liability coverage subject to the following provisions.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>LIMITS OF LIABILITY: TURBOPROP AND JET PRODUCTS</th>
<th>LIMITS OF LIABILITY: PISTON PRODUCTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Products and Completed Operations</td>
<td>US$ 25,000,000 per occurrence</td>
<td>US$ 10,000,000 per occurrence</td>
</tr>
<tr>
<td>Comprehensive General Liability (including, but not limited to, premises, contractual, hangar keepers and aircraft liability)</td>
<td>US$25,000,000 per occurrence</td>
<td>US$ 10,000,000 per occurrence</td>
</tr>
<tr>
<td>Automobiles and Unlicensed vehicles used on the airport. (Owned, hired and non-owned)</td>
<td>US$ 10,000,000 per occurrence</td>
<td>US$ 10,000,000 per occurrence</td>
</tr>
<tr>
<td>Workers' compensation</td>
<td>Statutory limits</td>
<td>Statutory limits</td>
</tr>
<tr>
<td>Employer's liability</td>
<td>US$ 1,000,000 per occurrence</td>
<td>US$ 1,000,000 per occurrence</td>
</tr>
</tbody>
</table>
Such insurance will:

i) be issued by insurers of recognized responsibility;

ii) provide coverage for the indemnity assumed by the Service Center under Article 13; and,

iii) provide that no cancellation or modification in a manner adverse to the interests of HBC or HBP&D will be made without thirty (30) days prior written notice to HBC.

At the time of signature of this Agreement and upon each renewal of the insurance referred to in Paragraph 14.1, the Service Center will provide to HBC a certified copy of the Certificate of Insurance which will be in the English language and in a form reasonably satisfactory to HBC, or such other evidence from the insurer of the terms of the insurance policy and the fact that the policy is subsisting and in effect.

ARTICLE 15 INDEPENDENT CONTRACTORS

15.1 The Service Center is an independent contractor and neither it nor any of its officers, representatives or employees are to be considered as an agent or other legal representative of HBC for any purpose whatsoever. This Agreement does not create an agency relationship between HBC and the Service Center, and the Service Center is not granted any express or implied right or authority to assume, incur or to create any obligation or responsibility on behalf of or in the name of HBC or to bind HBC in any way.

15.2 Although HBC has, by the terms of this Agreement, set down minimum standards to be complied with by the Service Center, the parties acknowledge that the Service Center retains the right to control the manner and methods employed to accomplish high-quality Support Services on the Aircraft and do not relinquish to HBC the control thereof.

ARTICLE 16 RESTRICTIONS ON ASSIGNMENT

16.1 Neither the rights nor the duties of either party hereunder may be voluntarily assigned in whole or in part by either party without the prior written consent of the other party, except that:

a) HBC may assign any of its fixed or contingent rights to receive money hereunder;

b) HBC's interest in this Agreement will be assignable in pursuance of any merger, consolidation, or reorganization, or voluntary sale or transfer of all or substantially all of HBC's assets; and

c) no assignment or transfer of any of HBC's rights or interest in this Agreement will in any way affect the Service Center's rights or obligations under this Agreement.

ARTICLE 17 TERMINATION

17.1 Either party may terminate this Agreement, upon giving sixty (60) days prior written notice, if the other party:
a) is in breach of any of the covenants, promises and/or representations set forth in this Agreement and such breach has not been remedied within thirty (30) days of receipt of the notice of the other party specifying the breach and requiring its remedy; or

b) fails or refuses to carry out its obligations in such a manner or method as may reasonably and properly be required of it by the other party.

17.2 Notwithstanding any provision in this Agreement to the contrary, this Agreement may be immediately terminated for cause and prior to the expiration date specified in Article 4 by means of written notice should any of the following events occur:

a) Except as provided in Article 16.1, attempted assignment or delegation of the rights and the responsibilities of this Agreement or any part hereof by either party without the written consent of the other party.

b) Admitted insolvency of either party or said party’s inability to pay debts as they become due.

c) Assignment by either party for the benefit of creditors, or the institution of voluntary or involuntary proceedings in bankruptcy by or against said party, or the institution of proceedings against said party under insolvency laws, or proceedings for a corporate reorganization of or receivership for said party, or proceedings for the dissolution of said party.

d) Failure of the Service Center to secure any permit, license, certificate or authorization required for its operations or Facilities, or the suspension or revocation of any such permit, license, certificate or authorization.

e) Change of ownership and/or management of the Service Center without the prior written consent of HBC; or the death, legal incapacity or criminal conviction of any owner or manager of the Service Center.

f) Submission to HBC by the Service Center of false or fraudulent information concerning the Service Center’s operations or Facilities, including but not limited to claims for warranty credit, special compensation or contest programs.

g) Any action resulting in the Service Center vacating or losing possession of any of the Facilities or any related authorization or lease.

h) Any breach of the Service Center’s warranties set forth in Article 6.

i) Termination of any Sales or Representation Agreement between HBC and the Service Center.

j) Violation by the Service Center management or employees of Hawker Beechcraft’s Code of Ethics set forth in the PPM.

k) Violation by the management of Service Center, or any of its employees, of any applicable criminal statutes.

17.3 In the event of termination or expiration of this Agreement, and presuming the parties hereto have not entered into a new agreement, and without prejudice to all pre-existing rights and obligations which have accrued to or by either of the parties under the Agreement, the parties will have the following rights and obligations:
a) Both HBC and HBP&D will have the right and option to cancel all orders of the Service Center for any Spares, tooling and ground support equipment, publications, subcontracted repair and overhaul services, or technical information, assistance and guidance covered by this Agreement for which the Service Center has no written and binding contract for resale at the time this Agreement is terminated or expires.

b) The Service Center will immediately account for and pay all sums due both HBC and HBP&D. Upon such payment and compliance with the termination procedures herein provided, HBC will account for and pay any sums due the Service Center.

c) The Service Center will immediately discontinue its use of the HBC Trademarks and Trade Names in every way, shape, form, manner or means in connection with any business activity or operation in which the Service Center is involved, either directly or indirectly, as well as any other Trademarks or Trade Names, title, expression or marking so nearly resembling the same as to be likely to lead to confusion or uncertainty or that may deceive the public. The Service Center will immediately remove and/or obliterate any and all signs containing the HBC Trademarks or Trade Names, and the Service Center will cease using said trademarks and trade names on its stationery and other printed forms or materials. The Service Center will also immediately delete, in accordance with applicable laws and procedures, any and all of said Trademarks or Trade Names from the Service Center's corporate name, firm name or business name, if said trademarks or trade names have been wrongfully included therein. The Service Center will be liable for any damage suffered by HBC or HBP&D by reason of the Service Center's refusal or failure to perform any of the provisions of this paragraph, and the Service Center will pay any costs, attorneys' fees and other expenses incurred by HBC or HBP&D in connection with its efforts to secure or compel the Service Center's compliance with the aforesaid provisions.

d) The Service Center will forthwith return to HBC the Certificate of Appointment and cease to represent itself as an ASC, and HBC will cease to represent the Service Center as authorized by HBC.

17.4 Neither party hereto will, by reason of any termination or expiration of this Agreement, be liable to the other for compensation, reimbursement or damages either for current or prospective profits on sales or anticipated sales, or for expenditures, investments or commitments made in connection therewith, or in connection with the establishment, development or maintenance of the business or goodwill of HBC, HBP&D or of the Service Center, or for any other cause or reason whatsoever; provided, however, that such termination or expiration will not affect the rights or liabilities of the parties with respect to Spares, tools, manuals, services and other related items previously sold hereunder or for which purchase orders were accepted by HBC or HBP&D, nor will it affect any indebtedness then owing by either party to the other. The acceptance of any purchase order form, or the sale of Spares, tools, manuals, services and other related items to the Service Center by either HBC or HBP&D after termination of this Agreement will not be construed as a renewal of this Agreement or waiver of its termination.

17.5 Notwithstanding any other provision of this Agreement, upon ninety days' notice to Service Center:

a) if Service Center operates more than one Service Center Facility as identified in the Appendices to this Agreement, HBC may, in its sole discretion, elect to terminate the Service Center's appointment with respect to specific Service Center locations, and:
b) HBC may, in its sole discretion, elect to terminate the Service Center’s appointment with respect to specific Aircraft models identified in the Appendices to this Agreement attached hereto.

If HBC elects to exercise either of the options specified above and the Service Center is unwilling to continue to perform its responsibilities under this Agreement to the extent not terminated by HBC, HBC will then terminate the Service Center’s appointment as an ASC in its entirety for all locations and all Aircraft models.

ARTICLE 18 DELIVERIES AND RETURN OF DOCUMENTS AND OTHER PROPERTY UPON EXPIRATION OR TERMINATION

18.1 The Service Center will, upon expiration or termination of this Agreement, immediately deliver to HBC and HBP&D all documents, specifications and papers, proprietary information and any other items of property relating to or belonging to either HBC or HBP&D which the Service Center may have in its possession or be under its control. However, maintenance manuals, service bulletins and the like purchased by the Service Center are not included within the meaning of this article and need not be returned.

[Remainder of Page Intentionally Left Blank]
ARTICLE 19  NOTICES

19.1 Any formal notice or communication required or permitted under this Agreement will be in writing and deemed sufficiently given if said notice or communication is personally delivered, sent by registered or certified mail (return receipt requested), or sent by means of facsimile or as an attachment to email to the party to whom the notice is to be given.

Any notice or communication which is delivered in person or sent by means of facsimile as an attachment to email will be deemed to be served effective as of the date the notice or communication is delivered or sent, as applicable. Any notice or communication which is sent by registered or certified mail (return receipt requested) will be deemed to be served seven (7) days after the date it is postmarked to the addressee, postage prepaid. Until change by written notice, given by either party to the other, the addresses and numbers of the parties will be as follows:

In the case of HBC:

**HAWKER BEECHCRAFT CORPORATION**
P.O. Box 85
Wichita, Kansas  67201-0085
U.S.A.

By facsimile to:  316.671.3382
By e-mail to:  wes_norris@hawkerbeechcraft.com

For the attention of:

Wes Norris, Vice President
Global Authorized Service Network,
Department 852 / B-91

And in the case of the Service Center:

**Service Center Name**
Street Address
Suite/Apartment
City, State, Zip Code
COUNTRY
by Facsimile to:
by e-mail to:
For the attention of:

ARTICLE 20  WAIVERS

20.1 The failure of either party at any time to require performance by the other party of any provision of this Agreement will not affect the right to require such performance at any time thereafter, and the waiver by either party of a breach of any provision of the Agreement will not constitute a waiver of any succeeding breach of the same.
ARTICLE 21  EXCUSABLE NONPERFORMANCE

21.1  The parties to the Agreement will be excused for failures and delays in performance of their respective obligations under this Agreement when the failure or delay is due to force majeure, including but not limited to war, whether declared or undeclared; any law, proclamation or regulation of the government of the country of the affected party; or by labor strike, industrial disturbance, flood, fire, act of God, explosion, riot, insurrection, epidemic, shortage, delay in transport or other cause beyond the reasonable control of the affected party. This provision will not, however, release such party from using reasonable efforts to avoid or remove such causes, nor will it excuse or release such party from the payment of the compensation accrued under the terms of this Agreement prior to any of the above mentioned failures or delays in performance. Any party claiming such an excuse or delay for nonperformance will give prompt notice of the event or events to the other party.

ARTICLE 22  APPLICABLE LAW AND DISPUTES

22.1  It is expressly understood and agreed that this Agreement will be interpreted according to and governed by the laws of the State of Kansas, U.S.A. as to all matters hereunder. The parties agree that the state and federal courts of Kansas shall have exclusive jurisdiction. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

ARTICLE 23  APPENDICES

23.1  All appendices attached hereto are by this reference made a part of this Agreement. All appendices will automatically become void and be without further force or effect upon termination or expiration of this Agreement.

ARTICLE 24  HEADINGS

24.1  The headings of the Articles in this Agreement are inserted for convenience of reference only, are not part of this Agreement, and will not in any way affect the interpretation of this Agreement.
ARTICLE 25  ENTIRE AGREEMENT

25.1 This Agreement and the matters referred to herein constitute the entire agreement between HBC and the Service Center and will supersede and cancel all prior negotiations, representations, alleged warranties, statements, letters, acceptances, contracts, agreements, and communications, whether oral or written, between HBC and the Service Center concerning all matters covered herein. No agreement or understanding varying the terms and conditions of this Agreement will have any effect unless it is in writing and signed on behalf of each party by its duly authorized representative. In the event of any inconsistency between this Agreement and any of the Appendices, the provisions of this Agreement will prevail.

IN WITNESS WHEREOF, the Service Center and HBC have agreed to and accepted the terms and conditions set forth in this Authorized Service Center Agreement and the Appendices attached hereto, and caused the same to be approved and executed by their duly authorized representatives.

Signed by
for and on behalf of
Hawker Beechcraft Corporation:

Christi Tannahill
Vice President, Global Customer Service and Support

Signed by
for and on behalf of
Service Center Name:

Name
Title
APPENDIX A

MANAGEMENT AND OWNERSHIP OF SERVICE CENTER

This Agreement has been entered into by HBC in reliance upon the following:

(1) The Service Center's representation that the following persons or entities are all of the persons or entities who have any ownership interest in the Service Center, and that the percentage of ownership indicated is true and correct; and

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>PERCENT OF OWNERSHIP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(2) The Service Center's representation that the following persons have full managerial authority and responsibility for managing and directing the operations of the Service Center and performance of its responsibilities under this Agreement:

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>TITLE OR DUTIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

APPENDIX (B, C, D etc.)

SERVICE CENTER’S FACILITY LOCATION AND SUPPORT SERVICES PROVIDED

Appointment of Service Center Location

In accordance with Paragraph 2.1 of the Agreement, the Service Center’s appointment as an ASC will be for and include the Service Facility location indicated below:

<table>
<thead>
<tr>
<th>Service Center:</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility Name:</td>
<td>Name</td>
</tr>
<tr>
<td>Street Address</td>
<td></td>
</tr>
<tr>
<td>City</td>
<td></td>
</tr>
<tr>
<td>Telephone:</td>
<td>#</td>
</tr>
<tr>
<td>Facsimile:</td>
<td>#</td>
</tr>
<tr>
<td>E-mail:</td>
<td>@</td>
</tr>
<tr>
<td>State, Zip Code</td>
<td></td>
</tr>
<tr>
<td>For the attention of:</td>
<td>Name</td>
</tr>
<tr>
<td>Title:</td>
<td>Title</td>
</tr>
</tbody>
</table>

Support Services to be Provided

In accordance with Paragraphs 1.1 and 2.1 of the Agreement, the Service Center’s appointment as an ASC for the Facility identified above will be for and include provision of Support Services, as such services are more fully described in the Authorized Service Center Policy and Procedure Manual, for the Aircraft indicated below:

<table>
<thead>
<tr>
<th>AIRCRAFT MODELS SUPPORTED:</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

**Turbofan Aircraft:**
- Hawker 4000 Series Aircraft ✓
- Hawker 800 Series Aircraft ✓
- Beechjet / Hawker 400XP Series Aircraft ✓
- Premier Series Aircraft ✓

**Jetprop Aircraft:**
- King Air Series Aircraft ✓

**Piston Engine Aircraft:**
- Bonanza & Baron Series Aircraft ✓