

ProNav Enrollment Instructions

1. Print this page.
2. Enter information on the ProNav Agreement and the Direct Debit Agreement within this document.
3. Print the entire document.
4. Sign the ProNav Agreement.
5. Sign the Direct Debit Agreement.
6. Fax all documents to 316-206-5372.
7. Mail your signed original ProNav and Direct Debit Agreements to:

CESSNA AIRCRAFT COMPANY
Citation Parts Distribution
Attn: ProParts Dept. 579
7121 Southwest Blvd.
Wichita, KS 67215

Cessna will begin the enrollment process upon receipt of the signed faxed Agreements.

Your ProNav coverage will begin upon acceptance and signature date by Cessna. Cessna will retain the original Agreements and a copy will be sent to you for your records.

If you need assistance completing these forms, please contact us 316-517-1001.

Thank you

PRONAVSM AGREEMENT NO. _____ (“Agreement”)



1. SELLER: **Citation Parts Distribution**
 Cessna Aircraft Company
 P.O. Box 7706
 Wichita, Kansas 67277

Initial Cessna Contact: _____

2. OPERATOR/PURCHASER:

Address: _____

3. AIRCRAFT: Model and Serial Number: **750-**_____. OPERATOR agrees to purchase the PRONAVSM Program, and SELLER agrees to sell the PRONAVSM Program to OPERATOR, upon the terms and conditions set forth below.

4. CONTRACT START DATE:	5. Contract Term: 36 months or 1800 flight hours, whichever occurs first. 6. Minimum Annual Hours: CJ, CJ1, CJ2: 150 hours All Other Models: 250 hours	7. Enrollment fee, if applicable: N/A
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8. HOURLY RATE: _____

ESTIMATED ANNUAL USAGE: _____

MONTHLY FEE (Hourly Rate x Estimated Annual Usage / 12): _____ + Sales Tax = _____

9. Customer Information:

Primary Contact: _____ E-mail address: _____ Open Acct. # _____

Phone Number: _____ Fax Number: _____ ProNav Acct. # _____

<p>OPERATOR/PURCHASER</p> <p>Signature: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date of Offer: _____</p>	<p>SELLER</p> <p>Citation Parts Distribution Cessna Aircraft Company Wichita, Kansas</p> <p>By: _____ Ronald G. Chapman, Senior Vice President, Customer Service</p> <p>Date of Acceptance: _____</p>
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10. EXCEPT FOR THE EXPRESS TERMS OF SELLER’S WRITTEN LIMITED WARRANTIES PERTAINING TO THE AIRCRAFT, WHICH ARE SET FORTH IN THE AIRCRAFT SPECIFICATION, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, OF MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE, OR OTHERWISE WHICH EXTEND BEYOND THE FACE HEREOF OR THEREOF. SELLER SPECIFICALLY EXCLUDES AND DISCLAIMS ANY AND ALL REPRESENTATIONS AND/OR WARRANTIES NOT INCLUDED WITHIN THE FOUR CORNERS OF THIS AGREEMENT AND THE APPLICABLE CESSNA LIMITED AIRCRAFT WARRANTY. THE WRITTEN LIMITED WARRANTIES OF SELLER ACCOMPANYING ITS PRODUCT ARE IN LIEU OF ANY OTHER OBLIGATION OR LIABILITY WHATSOEVER BY REASON OF THE MANUFACTURE, SALE, LEASE, OR USE OF THE WARRANTED PRODUCTS AND NO PERSON OR ENTITY IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES OR TO ASSUME ANY OBLIGATIONS ON BEHALF OF SELLER. THE REMEDIES OF REPAIR OR REPLACEMENT SET FORTH IN SELLER’S WRITTEN LIMITED WARRANTIES ARE THE ONLY REMEDIES UNDER SUCH WARRANTIES OR THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR GOODWILL, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, OR COMMERCIAL LOSS.

<p>11. PRONAV PROGRAM DETAILS, TERMS AND CONDITIONS</p> <p>A. When used in this Agreement, the words defined elsewhere in this Agreement shall have the meaning as outlined and presented.</p> <p>B. Operator warrants that all Avionics Parts have been maintained per the applicable Cessna maintenance manuals and all Avionics Parts covered under this Agreement are Serviceable as of the date of this Agreement.</p> <p>C. In consideration of the monthly fee, as detailed in Item 8, to be paid by the Operator hereunder and as hereinafter described, Cessna agrees to replace those Avionics Parts, as outlined in Attachment A of this Agreement, which are required for Unscheduled Removals as prescribed by applicable Cessna maintenance manuals.</p> <p>D. Operator hereby understands and agrees that the benefits of ProNav are only available directly from Cessna’s Citation Parts Distribution or through Cessna’s Factory Owned Service Centers and Authorized Service Centers, provided such Authorized Service Centers have obtained the applicable Parts from Cessna Citation Parts Distribution.</p>	<p>E. No coverage is provided under ProNav and no Parts shall be exchanged or provided under ProNav for any of the following items:</p> <ol style="list-style-type: none"> Any modifications to or installations on the Aircraft performed after the Aircraft has been first delivered by Cessna or have not otherwise been approved in writing by Cessna. Any charges whatsoever for labor, including, without limitation, troubleshooting, recalibration, inspecting, testing, removing, refurbishing or replacing any Part. Any damage to a Part arising from or directly or indirectly attributable to foreign object damage, fuel or hydraulic system contamination, weather, “Acts of God” or any other cause beyond the reasonable control of the Operator or Cessna. Any damage to a Part arising from or directly or indirectly attributable to Abuse.
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5. Any costs incurred for any Part returned by the Operator to Cessna, that is determined by Cessna, or any vendor designated by Cessna, to be Serviceable.
 6. Any inventory of spare Parts at the Operator's facility or base of operations that were purchased other than from Cessna.
 7. Any Discretionary Removal of a Part.
 8. Consumables.
 9. Any audio or visual Part in the passenger cabin including but not limited to compact disc players, tape players, speakers, video tape players and video monitors.
 10. Any maintenance practice resulting in removal/replacement of a Part inconsistent with Cessna manuals, recommendations, or instructions.
- F. Cessna shall exchange, repair, or overhaul any Part covered by ProNav with the Operator for an Unscheduled Removal.
1. Cessna may, at its own discretion, loan to the Operator a Serviceable Part to replace an Unserviceable Part pending its repair or overhaul by Cessna, or any vendor designated by Cessna. The Operator shall remove and return the loaned Serviceable Part to Cessna within seven (7) days after the return to the Operator of the repaired or overhauled Part. Delay beyond seven days will result in additional charges.
 2. The Operator shall pay Cessna its then current suggested retail price, plus any applicable taxes, of a new Part for any Core not returned to Cessna, or any vendor or repair or overhaul facility designated by Cessna within fifteen (15) days or not disposed of as instructed by a Service Representative of Cessna.

G. Alert, Mandatory, Recommended, or Optional Service Bulletins or Service Letters are excluded from ProNav coverage.

12. OPERATOR'S OBLIGATIONS

- A. CESCO: The Operator shall subscribe to, pay for, and participate in the CESCO program throughout the term of this Agreement and keep, maintain and accurately provide to Cessna all records on the Aircraft required in connection therewith.
- B. Open Account: Operator must have a valid open account with Cessna, maintained per Cessna's established credit terms.
- C. Aircraft Operation:
1. During the term of this Agreement, the Operator shall operate and maintain the Aircraft in accordance with the applicable Cessna Citation flight manual, operating manual, all applicable maintenance and repair manuals, applicable alert, mandatory and recommended service bulletins and service letters, and any other written instructions issued by Cessna and its vendors from time to time. The Operator shall also comply with all the applicable requirements of the FAA or other applicable governmental agencies and with generally accepted practices of the general aviation industry.
 2. The Operator hereby warrants to Cessna that, at all times, Parts exchanged under ProNav have been or shall be utilized on the Aircraft contemplated herein.
- D. Part Condition and History: Any Part returned to Cessna, or any vendor or repair or overhaul facility designated by Cessna, shall be accompanied by a properly completed and executed Citation Parts Distribution Citation Division Claim Form or applicable Part Removal Tag. Any Part returned which is not accompanied by the aforementioned Form/Tag, including sufficient squawk text, may result in denial of Part coverage under ProNav.
- E. Aircraft Log Book: The Operator shall properly record in the Aircraft log book all Aircraft flight hours, cycles, landings, or calendar times as reasonably required by Cessna for purposes of this Agreement and/or by the FAA. In addition, the Operator shall record any other significant events, including any incident of Abuse or damage to the Aircraft or any Part thereof, modifications, repairs, and maintenance as prescribed by Cessna or required by the FAA in the Aircraft log book. Operator agrees to furnish such information to Cessna from time to time upon request. The Operator further agrees to grant Cessna or its designated representative access to the Aircraft or any Part thereof, and to the operating records of the Aircraft, upon request. The Operator warrants to Cessna that all information recorded in the logbooks or otherwise reported to Cessna shall be true and correct. If the Operator fails to record or to provide to Cessna any information required under subparagraphs D and E hereof Cessna shall have the right to require that any Unserviceable Part returned to Cessna be repaired at Operator's expense.

13. PAYMENTS BY OPERATOR

- A. Upon the effective date of this Agreement, Operator shall pay to Cessna a monthly fee computed in accordance with the provisions of this Agreement for the benefits provided under ProNav.
- B. Cessna and the Operator will mutually agree on an estimated annual Aircraft usage rate. Upon final approval of the Agreement, one twelfth of this number of hours will be payable at the Hourly Rate on the fifteenth of

each month for each month this Agreement is in effect. The Kansas state and local sales tax shall be included with each monthly fee payment for all United States registered aircraft unless the Operator has filed a valid Sales Tax Exemption Certificate with Cessna.

On the annual anniversary of the Contract Start Date, identified in Item 4, actual Aircraft flight hours will be reconciled to the previously established estimated annual usage rate. An invoice or credit, as appropriate, will be issued to resolve any discrepancy between estimated and actual flight hours. Notwithstanding, the Operator shall be charged for the minimum annual hours, as identified in Item 6, at the Hourly Rate.

On the annual anniversary of the Contract Start Date Cessna will review the actual hours flown for the previous 12-month period. A discrepancy of greater than ten percent of the estimated annual usage will result in a revised estimated annual usage, not less than the minimum annual hours requirement, to be used for the subsequent twelve-month period.

- C. Payment for monthly fees will be by direct electronic transfer of funds unless an alternate method is preapproved. An alternate method may result in an administrative fee in addition to the monthly fee.
- D. All payments made by Operator to Cessna for replacement Parts under this Agreement shall be paid by the Operator within Cessna's established credit terms. If the Operator's payment to Cessna is not received within the applicable invoice payment period, any benefits to be provided by Cessna under ProNav pursuant to this Agreement may, at the option of Cessna, be suspended until Cessna receives such payment from the Operator, and the Operator shall pay applicable reinstatement fees. In addition, but without prejudice and under a reservation of any other rights or recourses that Cessna may have, Cessna shall have the right to terminate this Agreement in accordance with the provisions set forth herein. If the Operator fails to make payment to Cessna, in accordance with any of the governing provisions, the Operator hereby agrees to pay for all reasonable attorney fees, expenses, and costs incurred by Cessna to recover any amount which the Operator has failed to pay to Cessna. All amounts payable under or pursuant to this Agreement shall be paid in the legal currency of the United States of America.

14. RENEWAL/TERMINATION

- A. This Agreement may be renewed with renewal Agreement terms, including Hourly Rate, established by Cessna. Operator renewal rights are not assignable.
- B. At the request of the Operator, this Agreement may be terminated at any time before the expiration of the term of this Agreement, provided that (1) (a) all the monthly fees theretofore paid by the Operator to Cessna, are not less than the aggregate of all benefits provided by Cessna to the Operator, or (b) if the monthly fees theretofore paid by the Operator are less than the aggregate of all benefits provided to the Operator, the Operator pays any deficit amount to Cessna prior to such termination and (2) any other amounts payable to Cessna pursuant to this Agreement have been paid by the Operator prior to such termination.
- C. Cessna may, at any time, terminate this Agreement immediately upon written notice of termination to the Operator in the event that the Operator has failed to perform any of its obligations under this Agreement and has not cured or remedied such failure to the reasonable satisfaction of Cessna, or the Aircraft has been substantially damaged.
- D. This Agreement shall be automatically terminated in the event the Operator attempts to assign any of the benefits or coverage provided under ProNav or any of its rights under ProNav without Cessna's prior written consent or in the event the Aircraft is sold by the Operator.
- E. In the event of any termination of this Agreement pursuant to the provisions hereof, the Operator shall remain liable to pay to Cessna all monthly fees and any shortfalls accrued prior to the effective date of termination and any other amounts payable by the Operator to Cessna hereunder.

15. TITLE AND RISK OF LOSS

- A. Delivery of any Part by Cessna to the Operator shall be ExWorks shipping point as determined by Cessna. Title and all financial risks of loss remain with Operator for returned Parts until received and inspected by Cessna.
- B. Ownership of all Parts returned to Cessna under this program automatically transfers to Cessna, whether ProNav credit is allowed or disallowed.

16. CHARGES AND TAXES

- A. Any and all handling, packing, crating, transportation, insurance, or storage costs and other costs incurred by Cessna in connection with ProNav shall be paid by the Operator.
- B. The Operator shall pack and crate for shipment all Parts to be returned to Cessna under ProNav in a manner which will fully protect such Parts from damage in shipping. Reusable containers, if provided by Cessna, must be utilized for returning removed Part. Operator will be charged for any reusable containers not returned to Cessna.

- C. The Operator shall be responsible for obtaining, at its own expense, any permits, licenses, clearances or documents required for the import or export of any Part exchanged under ProNav.
 - D. The Operator agrees to pay, in addition to all monthly fees, any national, state or local taxes, personal property taxes, import duties, import taxes, excise, consumption or any other taxes, including assessments and interest and penalties thereon, which may apply to this Agreement.
17. Cessna shall not be responsible for any delay on its part in the performance of any of its obligations under ProNav which is caused indirectly or directly, by Acts of God or any enemy, war, civil commotion, insurrection, riot, embargo, fire, explosion, earthquake, lightning, flood, drought, windstorm or other action of the elements; by any other natural catastrophe or accident; by any epidemic or quarantine restriction; by any legislation, act, order directive, or regulation of any governmental or other duly constituted authority; by any delay or failure of a common carrier; by any strike, lock-out, walk-out, slow-down, or other labor trouble; by any shortage or delay in delivery of supplies, materials, accessories, equipment, tools or Parts; by any delay or failure of subcontractors or suppliers for any reasons whatsoever including mechanical breakdowns; or by any other cause whatsoever that is beyond the control of Cessna. In such event, the time fixed or required for the performance of any obligation of Cessna under this Agreement shall be extended for a period equal to the period during which any such cause and effects thereof continue to exist.
18. CPI HOURLY RATE ADJUSTMENT. On January 1st each year following the previous calendar year, the Hourly Rate presented in Item 8. shall be subject to adjustment in accordance with the following conditions:
- A. The "Consumer Price Index, Urban Wage Earners and Clerical Workers (1967 = 100)," as published by the United States Department of Labor, Bureau of Labor Statistics, shall be the index used to determine the amount of adjustment for each year of the Agreement.
 - B. The applicable Hourly Rate for each calendar year shall be adjusted by the percentage change in the index average for the twelve-month period ending November 30, one month prior to January 1, over the index average for the twelve-month period ending November 30, thirteen months prior to January 1.
- C. In the event that the index specified above is discontinued or in the event that the basis for calculation of the index is modified, an equivalent index or indices shall be substituted by Cessna, at its own discretion.
 - D. Cessna shall notify the Operator in writing of the adjustment, if any, no later than March 15, of the year directly following the calendar year, subject to adjustment.
 - E. Until the final adjusted Hourly Rate is determined, the Operator shall use their current Hourly Rate to compute the monthly fee. The Operator shall pay or be credited any difference between their current Hourly Rate and the final adjusted Hourly Rate for all the flight hours logged, with respect to the Aircraft from January 1st, until the date the Operator receives notice of the final adjustment.
19. CONTROLLING LAW. This Agreement shall be deemed to have been executed in the State of Kansas of The United States of America and shall be governed and construed in accordance with the laws of the State of Kansas without regard to the internal conflicts of laws, statutes or case law thereof which would otherwise govern the law applicable to this Agreement. The Operator and Cessna expressly agree to exclude this Agreement and any Agreements referenced herein from the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto.
20. OPERATOR EFFICIENCY BONUS
- A. At the end of the original term and at the end of each renewal term, Cessna shall pay to the Operator, or at the Operator's option, credit to the Operator's account, an Operator Efficiency Bonus, equal to sixty-five percent (65%) of the amount, if any, by which the cumulative total of all the monthly service charges paid to Cessna by the Operator hereunder exceeds the aggregate retail price of all the benefits provided by Cessna to the Operator under ProParts.
 - B. Cessna shall have the sole responsibility and authority for the calculation of such Operator Efficiency Bonus. Upon request the Operator may verify Cessna's calculations by reviewing such documents as may be available at Cessna's facilities during normal business hours at a mutually convenient time.

DEFINITIONS. When used in this Agreement, the following words shall have the meanings set out below:

- A. Abuse: (1) the failure by the Operator to properly perform any necessary maintenance, repair, or modification of the Aircraft, or any part thereof, whether or not required by applicable service and repair manuals, service bulletins and letters, specifications, or any other written instructions, including, but not limited to, Cessna maintenance, repair and overhaul manuals, FAA Airworthiness Directives; or (2) any use, operation, testing or storage of the Aircraft, or any part thereof, which is not in accordance with accepted aircraft operation or maintenance practices or applicable service and repair manuals, service bulletins and letters, specifications, or any other written instructions; or (3) any neglect, misuse, or unauthorized repair or modification of the Aircraft, or any Part thereof; or (4) any accident, impact or foreign object damage resulting in damage, fatigue or abnormal wear to the Aircraft, or any Part thereof.
- B. Authorized Service Center: an independently owned and operated facility authorized by Cessna to perform maintenance on Citation aircraft. Cessna has furnished the Operator with the names and addresses of all current Authorized Service Centers and reserves the right to authorize new or terminate any Authorized Service Center at any time without notice to Operator.
- C. CESCO: Cessna's computerized maintenance record keeping system.
- D. Citation: any Model Cessna Citation manufactured and sold by Cessna.
- E. Consumables: any item required for installation or servicing of a Part covered by ProParts which can be used only once, but specifically excludes standard maintenance consumables, engine consumables, fluids, compounds, and standard aircraft hardware that are readily available to aircraft operators from sources other than Cessna.
- F. Core: an Part removed from an aircraft due to an Unscheduled Removal which is to be returned to Cessna or Cessna's designee and based upon Cessna providing a Serviceable Part under the terms and conditions of this Agreement.
- G. Discretionary Removal: any premature removal of a Part, at the Operator's discretion or convenience, prior to the expiration of the applicable Service Life, as specified in any applicable service and repair manual, service bulletin or service letter, specification, or any other written instructions, including, but not limited to, the applicable Cessna Citation maintenance manual.
- H. FAA: Federal Aviation Administration of the United States of America.
- I. Factory Owned Service Center: a facility owned and operated by Cessna to perform maintenance on Citation aircraft. Cessna has furnished the Operator with the names and addresses of all of its current Factory Owned Service Centers and reserves the right to open, close, or relocate any of its Factory Owned Service Centers at any time without notice to Operator.
- J. Kit: any group of Parts and Consumables required to comply with a Cessna service bulletin or service letter.
- K. Part or Avionics Part: those Cessna supplied components or modules (new, repaired and/or exchanged), as identified in Attachment A of this Agreement. A Part in its simplest form is one piece, or two or more pieces joined together which are not normally subject to disassembly without destruction of designed use.
- L. Scheduled Removal: the removal of any Part upon the expiration of its Service Life, or within twenty-five (25) hours, twenty-five (25) cycles or one (1) month, as the case may be, prior to the expiration of its Service Life.
- M. Service Life: the point(s) in time, as measured in hours, cycles, or calendar time, when any Part must be overhauled, refurbished, or replaced, as specified by Cessna, any of its vendors, or the FAA.
- N. Serviceable Part or Serviceable: any Part in satisfactory operating condition, as defined by the limits, tolerances or allowances prescribed by any applicable service or repair manual, service bulletin or service letter, specification, or any other written instructions, and in compliance with FAA Airworthiness Directives.

O. **Unscheduled Removal:** the removal of any Part at any time other than a specific maintenance interval that is determined by Cessna to be unserviceable.

P. **Unserviceable Part or Unserviceable:** any Part that is not Serviceable as defined herein.

Unless specifically defined above, technical terms or expressions used in this Agreement or in connection with ProParts shall have the commonly accepted meaning as used within the general aviation industry or the latest revision of the Airline Industry Standard World Airline's Technical Operations Glossary (WATOG).

Attachment A

PRONAV AVIONICS COVERAGE FOR CITATION X

ProNav will cover Avionics parts generally included under CESCO ATA Chapters 22 (Auto Flight), 23 (Communications), and 34 (Navigation). The list below represents products covered under the program, and is included as an attachment to your contract.

- Honeywell
 - Primus 2000 Autopilot/Flight Director / EICAS System
 - AV-850 Audio Panels
 - Dual FMS
 - Primus II Integrated Radio System
 - Weather Radar
- Honeywell (AlliedSignal)
 - KHF-950 High Frequency Comm. System
 - TCAS
 - EGPWS
- Airshow System
- Collins Proline II Radio Package
- Goodrich Avionics
 - Stormscope
 - Standby Gyro
 - Power Supply
 - Static Inverter
- L-3 Communications
 - CVR
 - CVR Mic
 - Control Unit
- Magnastar
 - Airborne Telephones
- Smiths
 - Standby Airspeed/Altimeter
- Safe Flight
 - Airflow Sensor
 - Stall Warning Computer
 - Indexer/Controller
 - AOA Indicator
- Telex
 - Microphones
 - Headsets
 - Speakers
- Antennas
 - Comm
 - NAV
 - Marker Beacon
 - DME
 - GPS
 - Radar
 - ADF
 - TCAS
 - Glideslope

THIS AGREEMENT is entered into as of _____, between Cessna Aircraft Company ("Cessna Aircraft") and _____ ("Customer").

RECITAL

A. Cessna Aircraft and Customer, according to the terms and conditions of this Agreement, wish to provide for the automatic payment of all charges that become due under the ProNav contract.

AGREEMENT

1.1 Cessna Aircraft shall debit Customer's designated deposit account with the Depository listed below (the "Designated Account") in the amount of each payment of charges on Customer's Cessna Aircraft ProNav contract on the dates such payments become due.

DEPOSITORY NAME: _____

Address: _____

Transit Routing Number: _____

Customer Bank Account Number: _____

(A voided copy of a check on this account is attached to this Agreement).

1.2 Customer authorizes Cessna Aircraft to debit the Designated Account by no later than the close of business on the dates payments become due. The ACH debits shall be subject to the operating rules of the National Automated Clearing House Association, as in effect from time to time. If a due date does not fall on a Business Day, Cessna Aircraft shall debit the Designated Account on the first day following such due date. For purposes of this Agreement, "Business Day" means a day other than Saturday, Sunday or other day on which commercial banks are authorized to close.

1.3 Customer shall maintain sufficient funds in the Designated Account on the dates Cessna Aircraft enters debits authorized by this Agreement.

1.4 Cessna Aircraft or Customer may terminate this Agreement by notice in writing to the other party. Any such termination notice shall be effective ten (10) days after its receipt.

Cessna Aircraft and Customer have executed this Agreement as of the day and year written above.

Cessna Aircraft Company

By: _____

Printed Name: _____

Title: _____

Customer: _____

By: _____

Printed Name: _____

Title: _____

A/C Model & S/N: _____

Open Account # : _____

ProNav Account # : _____