# ENGINE UPGRADE DISTRIBUTOR AGREEMENT

AGREEMENT made as of this 10th day of June 2025 by and between BLACKHAWK MODIFICATIONS, LLC., a CORPORATION organized and existing under the laws of the state of Texas, having a place of business at 7601 Karl May Drive, Waco, Texas.

And

Summit Aviation, Inc., organized and existing under the laws of Illinois, having a principal place of business at 4200 Summit Bridge Road, Middletown, DE 19709 United States (Hereinafter called the "Distributor").

**WITNESSETH:**

Whereas, BLACKHAWK MODIFICATIONS, LLC. is a supplier of the Blackhawk Upgrade Packages and others as may be developed, as well as Accessories and Documentation for Blackhawk Upgrade Packages (all hereinafter called "Products" and more specifically, described in Article I hereinafter); and

WHEREAS, BLACKHAWK MODIFICATIONS, LLC. desires to sell the Products and ensure the provision of Services as defined in Article III herein, in support of the Products and

WHEREAS, BLACKHAWK MODIFICATIONS, LLC. is willing to appoint Distributor to sell the Products and provide Services to customers, and Distributor is willing to accept such appointment, upon the terms and conditions hereinafter set forth, and

NOW THEREFORE, in consideration of the foregoing and the mutual agreements set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do agree as follows:

## I DEFINITIONS

For the purpose of this Agreement, the following terms shall have the meanings set forth below:

A. "Blackhawk Upgrade Package" means Factory New Pratt & Whitney Canada PT6A-135A, PT6A-42, PT6A-42(A), PT6A-140, PT6A-61, PT6A-67A, PT6A-52 or any other engines as may be added, its Accessories, and Installation Kits. "Engines" means those Pratt & Whitney Canada PT6A-135A, PT6A-42, PT6A-42(A), PT6A-67A, PT6A-140 or PT6A-61/52 aircraft engines listed in BLACKHAWK MODIFICATIONS, LLC. publications as amended from time to time by BLACKHAWK MODIFICATIONS, LLC.

B. "Installation Kits" means additional parts required for installation as listed in BLACKHAWK MODIFICATIONS, LLC.'s Parts List as amended from time to time by BLACKHAWK MODIFICATIONS, LLC., and manufactured according to

BLACKHAWK MODIFICATIONS, LLC. designs or its designee designs and specifications and inspected by BLACKHAWK MODIFICATIONS, LLC. or its designee.

C. "Accessories" means all parts and equipment sold by BLACKHAWK MODIFICATIONS, LLC. for use in connection with the Blackhawk Upgrade Package and listed in BLACKHAWK MODIFICATIONS, LLC.'s Parts List, as amended from time to time, but which are not covered by the term "Installation Kits".

D. "Documentation" means all publications as may be listed in service letters, Flight Manual Supplements, Supplemental Type Certificates (STC) delivered by BLACKHAWK MODIFICATIONS, LLC. and as amended from time to time, all of which are incorporated by reference as if fully set forth herein.

E. "Products" means Products, Engines, Installation Kits, Accessories, and/or Documentation and other Products and Services as may be developed.

F. "Price Lists" means the document issued by BLACKHAWK MODIFICATIONS, LLC. that sets forth BLACKHAWK MODIFICATIONS, LLC.'s current suggested retail prices, as amended from time to time.

G. "Discount Schedule" means the document issued by BLACKHAWK MODIFICATIONS, LLC. entitled "Discount schedule to Authorized Distributor", if any, as amended from time to time.

H. "Customers" means any purchaser, or any prospective purchaser, who is an end user of the Products.

I "Reasonable Commercial Practice" means the price of labor per hour judged by BLACKHAWK MODIFICATIONS, LLC. and in relationship to current industry standards, to be appropriate under the circumstances.

J. "Cores" shall mean all engines, parts, accessories, gauges, mounts, adaptors and any other item removed from the aircraft to facilitate installation of the Blackhawk Upgrade Package.

## II AUTHORIZATION AND RESERVATION OF RIGHTS

A. Subject to the terms and conditions set forth herein, BLACKHAWK MODIFICATIONS, LLC. hereby grants the Distributor the non-exclusive right to:

I. Purchase, assemble and install the Products from BLACKHAWK MODIFICATIONS, LLC.
II. The non-exclusive right to resell and distribute the Products to Distributors Customers.
III. This does not give Distributor the right to produce the product.

The Distributor accepts such grant of authority subject to the terms and conditions set forth herein.

B. Distributor acknowledges and agrees that BLACKHAWK MODIFICATIONS, LLC. desires to develop and maintain a complete Distributor network to provide full support and service for all Customers worldwide and that this desire is imperative for BLACKHAWK MODIFICATIONS, LLC. and for the success of its Products. Distributor therefore further acknowledges and agrees that its areas of principal service responsibility will be the United States, hereinafter called the "APSR". Distributor further acknowledges and agrees that it will offer Services as that term is defined in Article III hereinafter, in support of the BLACKHAWK MODIFICATIONS, LLC. Products including but not limited to warranty and customer support for any Customers based and/or operating in the APSR.

C. The Distributor acknowledges and agrees that its only rights hereunder are as expressly set forth in this Agreement. The Distributor acknowledges that it is an independent contractor and nothing in this Agreement shall be construed to create between BLACKHAWK MODIFICATIONS, LLC. and the Distributor, or their respective successors or permitted assigns, the relationship of principal and agent, joint ventures, co-partners, employer and employee, or any other similar relationship, the existence of which is hereby expressly denied by BLACKHAWK MODIFICATIONS, LLC. and the Distributor. Distributor shall not have the right to bind BLACKHAWK MODIFICATIONS, LLC. in any capacity. Neither party shall be liable to any third party in any way for any engagement, obligation, contract, representation, or transaction, or any negligent act, or omission to act, of the other except as expressly provided herein, and each party shall indemnify the other against any losses sustained as a result of the other's engagements, obligations, contracts, representations, transactions or acts or omissions. In addition, Distributor and BLACKHAWK MODIFICATIONS, LLC. shall not be liable one to the other for compensation or damages of any kind to the extent that the same constitute special, consequential, punitive, exemplary, or incidental damages, whether on account of the loss by Distributor of present or expected profits or anticipated sales or expenditures, investments or commitments made in conjunction with this Agreement, or otherwise. The Distributor further acknowledges and agrees that BLACKHAWK MODIFICATIONS, LLC. expressly reserves to itself all rights not granted to Distributor herein, the exercise of which will not give rise to any obligation or liability to the Distributor, including, but not limited to:

(i) The absolute rights to establish, amend and change prices, warranties (if any), terms and conditions applicable to the Products for as long as BLACKHAWK MODIFICATIONS, LLC. shall sell and support such Products. Such changes in pricing or other terms and conditions shall not apply to orders for Products already executed by Distributor and accepted by BLACKHAWK MODIFICATIONS, LLC. prior to the time of such change. BLACKHAWK MODIFICATIONS, LLC. shall have the right to reject any purchase order submitted from the Distributor which does not match the pricing and other terms and conditions set forth in the Pricing Schedule Exhibit A.

(ii) The absolute right at any time, and for any reason, to (a) discontinue the sale of any of the Products and (b) make any change in the design,

function or maintenance of any of the Products, including, but not limited to, any improvement thereto;

(iii) The absolute right to sell, directly or indirectly, the Products by any means other than through Distributor. BLACKHAWK MODIFICATIONS, LLC. shall inform Distributor when such a sale in Distributors APSR occurs.

(iv) The absolute right to sell, directly or indirectly, anything other than the Products; and

(v) The absolute right not to renew this Agreement. In the event of such non-renewal, the Distributor agrees it will be subject to the terms and conditions of Article XI (F) and (G).

## III DISTRIBUTOR'S RESPONSIBILITIES

The responsibilities of the Distributor under this agreement shall be as follows:

A. To use its best efforts to vigorously promote the market for, and reputation, goodwill, sale and support of the Products to Customers including, but not limited to the following (all of which shall herein be called "Services"):

(i) Installing the Blackhawk Upgrade Packages under the highest quality and standards.

(ii) Developing vigorously and increasing the volume of sales of the Products so as to achieve mutually agreed upon sales forecasts as established by BLACKHAWK MODIFICATIONS, LLC.

(iii) Always having readily available in inventory in such condition and in accordance with such procedures as BLACKHAWK MODIFICATIONS, LLC. shall direct and mutually agree with the Distributor, the level of Installation Parts necessary and/or appropriate to fulfill Customer requirements.

(iv) Satisfying fully, skillfully, and accurately, and in a timely manner, its Customers' needs in support of the Products, including but not limited to,

a. Retaining on staff a technical advisor trained by BLACKHAWK MODIFICATIONS, LLC.

b. Retaining on staff or appointing on its staff in such number, and with such technical knowledge and experience, as BLACKHAWK MODIFICATIONS, LLC. shall deem sufficient, trained personnel who shall promptly and accurately respond to Customers' requests and needs. In connection therewith, the Distributor shall ensure, among other things that such personnel are knowledgeable in all technical data provided to the Distributor by BLACKHAWK MODIFICATIONS, LLC. Distributor shall adequately train personnel in order to maintain sufficient level of technical knowledge and experience.

c. Maintaining such a place of business and type, condition and extent of facilities as BLACKHAWK MODIFICATIONS, LLC. may as reasonably deem appropriate to ensure prompt and accurate fulfillment of Customers' needs.

d. Maintaining and keeping a current library of all data, brochures, materials and information necessary and/or appropriate for the sale and support of the Products.

e. Promptly and accurately distributing such information to Customers as appropriate and/or necessary.

f. Promptly advising BLACKHAWK MODIFICATIONS, LLC. of all orders, requests, inquiries and issues relating to the Products which the Distributor cannot promptly satisfy or resolve.

g. Distributor must report to BLACKHAWK MODIFICATIONS, LLC. or its affiliates or assignees any "FAA reportable" occurrence it has knowledge of within 24 hours.

h. To return all Cores as expeditiously as possible to BLACKHAWK MODIFICATIONS, LLC., and insure all cores at a value set by BLACKHAWK MODIFICATIONS, LLC. for shipment with the loss payee being named BLACKHAWK MODIFICATIONS, LLC. All cores must be returned within 15 days of Distributors receipt of a Blackhawk Upgrade Kit. Failure to return Cores will result in a Core Charge being levied against Distributor.

B. To comply in all respects with, and advise Customers in accordance with, the procedures and recommendations set forth in the Documentation.

C. To comply in all respects with the trademark, advertising and sales promotion policies and requirements of BLACKHAWK MODIFICATIONS, LLC., as more fully set forth in Article VIII hereof. In connection therewith, any advertising or distribution by or on behalf of the Distributor in connection with the promotion of the Products and Services shall be subject to BLACKHAWK MODIFICATIONS, LLC.'s prior written approval and shall be in good taste so as to enhance the goodwill of the Products and Services and to maintain the reputation of BLACKHAWK MODIFICATIONS, LLC. as a provider of high quality Products and Services;

D. To maintain such records, including, but not limited to records relating to (i) the advertisement, sale, support and distribution of the Products, and (ii) the Distributor's inventory of parts, as shall be specified by BLACKHAWK MODIFICATIONS, LLC. from time to time, and to furnish such copies of such records, or reports relating thereto, to BLACKHAWK MODIFICATIONS, LLC. or its designated representative as shall be requested by BLACKHAWK MODIFICATIONS, LLC. from time to time;

E. To maintain such credit standing (as may be required by BLACKHAWK MODIFICATIONS, LLC. and agreed with the Distributor) to ensure Distributor's ability to perform the obligations assumed by it under this Agreement;

F. To secure and maintain such types and level of insurance as more fully set forth in Article VII hereinafter;

G. To pay all costs and expenses incurred by Distributor in the performance of this agreement except as set forth elsewhere in this agreement. Distributor acknowledges and agrees it shall not be entitled to reimbursement from BLACKHAWK MODIFICATIONS, LLC. for any part of such expenses;

H. To conduct business with the highest degree of honesty and integrity and to comply strictly with all terms and conditions of this Agreement;

I. To diligently perform such other activities or comply with such other requirements mutually agreed upon in furtherance of this Agreement as BLACKHAWK MODIFICATIONS, LLC. may direct from time to time.

## IV BLACKHAWK MODIFICATIONS, LLC.'S RESPONSIBILITIES

The responsibilities of BLACKHAWK MODIFICATIONS, LLC. under this Agreement shall be as follows:

A. BLACKHAWK MODIFICATIONS, LLC. shall supply the Distributor with the Blackhawk Upgrade Packages and the corresponding STCs, in accordance with Distributor's purchase orders.

B. BLACKHAWK MODIFICATIONS, LLC. shall accept or reject, within reasonable time, purchase orders from Distributors to purchase Products, provided that the final decision of acceptance or rejection of any purchase order shall be made by BLACKHAWK MODIFICATIONS, LLC. in the exercise of its reasonable discretion. In connection therewith, the Distributor agrees that it will advise Customers of BLACKHAWK MODIFICATIONS, LLC.'s right to reject orders and shall not support to secure binding orders prior to BLACKHAWK MODIFICATIONS, LLC.'s acceptance of such orders.

C. BLACKHAWK MODIFICATIONS, LLC. shall employ reasonable efforts to fill orders by Distributors, and accepted by BLACKHAWK MODIFICATIONS, LLC., in accordance with reasonable delivery schedules, provided that BLACKHAWK MODIFICATIONS, LLC. shall bear no liability, except as determined under law, to Distributor or any third party claiming through Distributor for any failure on the part of BLACKHAWK MODIFICATIONS, LLC. to comply with the provisions of this article;

D. BLACKHAWK MODIFICATIONS, LLC. shall support Distributor in its efforts to promote the marketing and sale of Products and provision of Services by doing the following:

(i) Furnishing Distributor at no charge with Documentation and such catalogues and advertising materials, in such quantities, as BLACKHAWK MODIFICATIONS, LLC. shall deem appropriate in the exercise of its sole discretion. Additional copies of such Documentation, or any other Documentation not so provided free of charge, may be available to Distributor from BLACKHAWK MODIFICATIONS, LLC. in such quantities and at such prices as BLACKHAWK MODIFICATIONS, LLC. may determine, and

(ii) Providing training programs for Distributor's personnel and non-Distributor personnel performing functions for Distributor as required hereunder, with such frequency and to such extent as BLACKHAWK MODIFICATIONS, LLC. may determine in its sole discretion, at BLACKHAWK MODIFICATIONS, LLC.'s facilities or such other locations as BLACKHAWK MODIFICATIONS, LLC. may select. BLACKHAWK MODIFICATIONS, LLC. shall train two personnel for installation purposes at BLACKHAWK MODIFICATIONS, LLC.'s facilities or elsewhere. The costs of accommodation and transport will be excluded. Personnel may also be trained at the request of Distributor and subject to additional charges to be agreed between the Parties.

## V TERMS AND CONDITIONS APPLICABLE TO PRODUCTS PURCHASED BY DISTRIBUTOR

A. The prices for the Products and the other items purchased by Distributor under this Agreement shall be those shown in the Price Lists in effect on the date of acceptance of the orders, subject to any applicable Discount Schedule, and Distributor shall pay BLACKHAWK MODIFICATIONS, LLC. such prices as are in effect in such date. Such prices are net at BLACKHAWK MODIFICATIONS, LLC.'s ex work and do not include charges for return transportation of cores, insurance, taxes, and other charges.

B. The terms of payment are the following:
15% of the retail sales price payable at the purchase order,
Balance due prior to shipping.
Payable to BLACKHAWK MODIFICATIONS, LLC.'s
Bank Account: Chase Bank
320 N. New Rd.
Waco, TX 76710

Account Name: Blackhawk Modifications, LLC.
ABA: 111000614
Swift Code: CHASUS33
Account: 701988297

C. Distributor shall pay all invoices from BLACKHAWK MODIFICATIONS, LLC. for Products or other items purchased under this Agreement on terms established from time to time by BLACKHAWK MODIFICATIONS, LLC. Each Distributor remittance shall show the number of the invoice or invoices to which such remittance relates.

D. BLACKHAWK MODIFICATIONS, LLC. shall issue credit memoranda with respect

to returned items, warranty applications, core engine credit and other matters as BLACKHAWK MODIFICATIONS, LLC. shall deem appropriate in its sole discretion. Distributor shall make no deduction from any payment due by

BLACKHAWK MODIFICATIONS, LLC. with respect to returned items, warranty applications or other matters in the absence of receipt of a credit memorandum from BLACKHAWK MODIFICATIONS, LLC. in Distributor's favor authorizing such deduction.

E. At any time during the validity of the Agreement with Distributor, should there be any adverse material change in the financial situation of the Distributor or of its markets potentially affecting the risk assessment of BLACKHAWK MODIFICATIONS, LLC.'s deliveries of Products to Distributor, BLACKHAWK MODIFICATIONS, LLC. may require such advance payments from Distributor as it deems necessary to secure it against event of defaults. Such supplemental payments shall be discussed and agreed between the parties in good faith. All such charges will be billed to Distributor on an invoice for the Products, or in separate billing, as the law may require or in absence of any applicable law, as BLACKHAWK MODIFICATIONS, LLC. may determine in its sole discretion. Any such separate billing shall be subject to the same terms and conditions as all other BLACKHAWK MODIFICATIONS, LLC. invoices.

F. Distributor shall prepay for all charges for transportation, transfer, handling and any government tariffs, taxes, or other charges for the return of Cores shipped to either BLACKHAWK MODIFICATIONS, LLC. or to Pratt & Whitney Canada as designated and directed by BLACKHAWK MODIFICATIONS, LLC. Blackhawk Upgrade Packages shipped to Distributor shall be shipped with shipping pre- paid within North America. Any shipping costs outside North America will be at the expense of the Distributor.

G. BLACKHAWK MODIFICATIONS, LLC. reserves the right to change its prices, terms and conditions at any time upon sixty (60) days' prior written notice. Any such change shall not affect prices, terms and conditions applicable to the Products or other items already shipped or for which orders have already been accepted by BLACKHAWK MODIFICATIONS, LLC.

H. Distributor agrees that it shall resell the Products for its own account and shall have full responsibility for invoicing Customers, collecting all accounts receivable and bearing all credit risks relating to such accounts. Distributor further agrees that (i) its sole compensation pursuant to this agreement for Products purchased by Distributor shall result from its resale of Products for its own account and (ii) all sales are on an exchange basis meaning a serviceable Core for all replaced parts including engines must be supplied or a core charge will be levied. (iii) Distributor shall be restricted from acting as a Distributor for any other Engine Upgrade supplier for the respective aircraft listed on the STC Upgrade Kit during the term of this agreement.

I. Distributor shall promptly advise BLACKHAWK MODIFICATIONS, LLC. of the names and titles of Distributor's personnel, and any changes thereto, who are authorized to submit purchase orders for the Products or related items as well as repair orders or warranty applications. Distributor further agrees that all purchase orders for Products shall be for such minimum amounts, placed with such

frequency, and in such format as may be determined by BLACKHAWK MODIFICATIONS, LLC. in its sole discretion.

J. BLACKHAWK MODIFICATIONS, LLC. shall have a security interest in all Products and related items delivered by BLACKHAWK MODIFICATIONS, LLC., and the proceeds thereof, until the purchase price of such goods has been paid in full. Distributor shall at BLACKHAWK MODIFICATIONS, LLC.'s request execute and deliver to BLACKHAWK MODIFICATIONS, LLC. in such form as BLACKHAWK MODIFICATIONS, LLC. may reasonably prescribe, such notes, financing statements or other instruments as may be necessary for confirmation or perfection of BLACKHAWK MODIFICATIONS, LLC.'s security interest in the items for which Distributor is indebted to BLACKHAWK MODIFICATIONS, LLC..

K. BLACKHAWK MODIFICATIONS, LLC. shall have the right to set-off against any amount owed by it to Distributor any amount owed by the Distributor to BLACKHAWK MODIFICATIONS, LLC., whether or not then due and payable.

L. Distributor agrees that in the event of Distributor's failure to pay any indebtedness when due, then, in addition to remedies provided by law, BLACKHAWK MODIFICATIONS, LLC. will have the right to enforce the following:

(1) Distributor shall pay interest on any past due balance at the current US prime rate plus 2% per month.

(2) All other indebtedness of Distributor to BLACKHAWK MODIFICATIONS, INC. shall immediately, without notice, become due and payable; and

(3) If Distributor's failure to pay any indebtedness when due continues for more than thirty (30) days beyond the original date for payment, BLACKHAWK MODIFICATIONS, LLC. in its sole discretion may refuse to sell Products to Distributor until such time as all past due invoices have been paid, or refuse to ship to Distributor on a credit basis and require cash on delivery or in advance for further shipments and at list prices as set forth in the Prices Lists; and

(4) If Distributor's failure to pay any indebtedness when due continues for more than sixty (60) days beyond the original date of payment, BLACKHAWK MODIFICATIONS, LLC. may, in addition to all other remedies provided by law, in the exercise of its sole discretion;

(a) take all steps necessary to liquidate any security interest granted pursuant to article V(I) hereinbefore, and/or
(b) terminate this Agreement immediately.

(5) If a Distributor's account becomes past due, BLACKHAWK MODIFICATIONS, LLC. at its discretion may apply all payments received from Distributor for Products purchased against the past due balance first. This action will only be taken by BLACKHAWK MODIFICATIONS, LLC. after written notice is given to the Distributor.

M. Subject to Article IV(C) hereinbefore, BLACKHAWK MODIFICATIONS, LLC. will endeavor to make shipment on the date via the route requested by Distributor.

Requests by Distributor for information on shipments shall not be made until at least five business days after transmission by Distributor of the order to BLACKHAWK MODIFICATIONS, LLC.

N. BLACKHAWK MODIFICATIONS, LLC. will review a claim that an order shipped was incomplete in comparison to the documentation accompanying the shipment only if made in writing 30 days after receipt of the shipment. BLACKHAWK MODIFICATIONS, LLC. shall determine the disposition of such claims on a case by case basis and in the exercise as its sole discretion. Failure to make any such claim within the time specified shall relieve BLACKHAWK MODIFICATIONS, LLC. of all responsibility, if any, including but not limited to, claims relating to damage during shipment.

O. BLACKHAWK MODIFICATIONS, LLC. shall determine, in exercise of its sole discretion and on a case by case basis, the disposition of any requests made by the Distributor regarding the return or cancellation of any orders.

P. BLACKHAWK MODIFICATIONS, LLC. reserves the right to pursue and sell directly to Government & Military owned and operated aircraft through Vector- Hawk Aerospace, a subsidiary of Blackhawk Modifications, LLC. DISTRIBUTOR pricing and commission schedules represented in this AGREEMENT are not applicable to Government & Military owned and operated aircraft. Terms and pricing of any Government and Military contract will be established in a separate agreement.

## VI WARRANTY

A. The only warranty given by BLACKHAWK MODIFICATIONS, LLC. to Distributor or Customers is the New Engine Warranty, as amended by Pratt & Whitney of Canada from time to time. DISTRIBUTOR HEREBY EXPRESSLY ACKNOWLEDGES THAT IT SHALL HAVE NO CLAIM AGAINST BLACKHAWK MODIFICATIONS, LLC. ARISING FROM DISTRIBUTOR'S PURCHASE, AND SUBSEQUENT USE OR RESALE, OF THE PRODUCTS, EXCEPT AS SPECIFICALLY PROVIDED IN PRATT & WHITNEY OF CANADA WRITTEN WARRANTY. DISTRIBUTOR HEREBY ACKNOWLEDGES AND ACCEPTS THE TERMS, CONDITIONS AND LIMITATIONS OF LIABILITY SET FORTH IN BLACKHAWK MODIFICATIONS, LLC.'S WARRANTY.

B. Distributor shall comply with all instructions of BLACKHAWK MODIFICATIONS, LLC. with respect to servicing requirements of Customers during the warranty period. Distributor shall comply with all procedures and regulations of BLACKHAWK MODIFICATIONS, LLC. as set forth in PRATT & WHITNEY OF CANADA Warranty Application Procedure and Return Material Form for Credit for any BLACKHAWK MODIFICATIONS, LLC. Products used by Distributor in performance of such Services.

C. In accordance with Article II-C (i), PRATT & WHITNEY OF CANADA reserves the right to change its warranty at any time, but no such change shall affect the warranty with respect to the Products therefore sold and delivered by BLACKHAWK MODIFICATIONS, LLC.

## VII INSURANCE AND INDEMNIFICATION

A. Distributor agrees to carry general and Products liability insurance in the amount of Ten Million Dollars ($10,000,000). Distributor agrees to hold BLACKHAWK MODIFICATIONS,LLC. harmless and indemnify BLACKHAWK MODIFICATIONS, LLC. from and against any claims, liabilities, costs or expenses that may arise as a result of the act or omissions of Distributor, its contractors, agents, representatives or its employees, provided that BLACKHAWK MODIFICATIONS, LLC. gives Distributor immediate notice of any such claim or liability and cooperates fully with BLACKHAWK MODIFICATIONS, LLC. in the handling thereof.

B. Distributor further agrees to carry such fire and casualty insurance at all times BLACKHAWK MODIFICATIONS, LLC. may reasonable require at full insurable value for Products owned by or in the possession of Distributor.

C. With the exception of any claims for negligence or product liability by BLACKHAWK MODIFICATIONS, LLC., Distributor agrees to indemnify and hold harmless, BLACKHAWK MODIFICATIONS, LLC. , its successors, assignees, its affiliates, and their respective officers, directors, employees and representatives in respect of, all claims, expenses, (including but not limited to reasonable attorneys' fees), losses and damages, incurred by any of them resulting, in whole or in part, from (i) any claim of a third party to whom Distributor misrepresented its authority or made any contractual commitment not expressly authorized under this Agreement; (ii) the handling, repairing, storage, sale or distribution by Distributor of the Products or information relating thereto; (iii) the failure by Distributor to perform or comply with its obligations under this Agreement; (iv) the conduct of Distributor's operations; and (v) the provision of training by BLACKHAWK MODIFICATIONS, LLC. and by the Distributor to Distributor's employees or their designees

## VIII TRADEMARKS AND ADVERTISING

A. Subject to provisions hereof, BLACKHAWK MODIFICATIONS, LLC. extends to Distributor the right and privilege to use the trademarks "BLACKHAWK MODIFICATIONS, LLC." (hereinafter called "the Trademarks"), solely in connection with the sale, distribution and installation of the Products and for the purposes approved in advance by BLACKHAWK MODIFICATIONS, LLC. For all purposes of this Agreement, the term "Trademarks" shall be construed to include not only word marks but also letters, numerals, designs, emblems, monograms, colors, color combinations, the distinctive shape of containers, closures, receptacles, cartons, wrappers, labels and all other industrial property rights whether registered or not.

B. Distributor hereby acknowledges that BLACKHAWK MODIFICATIONS, LLC. is the proprietor, rightful owner and/or licensee of the Trademarks and covenants not to at any time, directly or indirectly, (i) convey, assign or transfer the rights of usage of the Trademarks to any other party, and/or (ii) challenge BLACKHAWK MODIFICATIONS, LLC.'s rights thereto, or the validity or distinctiveness thereof,

in relation to the Products. Distributor agrees not to sell or distribute, directly or indirectly, any other Products whose trademark, trade name or other designation imitates, simulates or could be confused with the Trademarks.

C. Distributor further undertakes not to do or permit to be done any act which might prejudice, affect, impair, or destroy the title and interest of BLACKHAWK MODIFICATIONS, LLC. in and to the Trademarks. If Distributor knows that any person, firm or corporation is infringing or otherwise prejudicing any of the Trademarks, Distributor will promptly notify BLACKHAWK MODIFICATIONS, LLC. and cooperate fully with BLACKHAWK MODIFICATIONS, LLC. in the defense and protection of the Trademarks, provided that Distributor will not be required to make any payments to BLACKHAWK MODIFICATIONS, LLC. for cost incurred in the defense and protection of the Trademarks.

## IX ASSIGNMENT AND SUCCESSION

BLACKHAWK MODIFICATIONS, LLC. may assign the rights and obligations under this Agreement to a Third Party as long as the assignment does not change the Products to be delivered and all responsibilities of BLACKHAWK MODIFICATIONS, LLC. and the obligations and commitments of the Distributor have been fully assumed by the Assignee. This Agreement is not assignable or transferable by the Distributor without the prior written consent of BLACKHAWK MODIFICATIONS, LLC. which shall not be unreasonably withheld or delayed.

## X CONFIDENTIALITY

A. The Parties recognize that as part of their responsibilities under this Agreement, they may obtain access to proprietary or confidential information of each Party. The Parties agree that all such information is the property of both parties, confidential in character and of a proprietary nature, and agree that they and their employees will not disclose such information to third parties without one another's prior written consent. The Parties agree that this Article shall, without limitation, survive any termination of this Agreement.

B. The Parties agree to keep in strict confidence the price list and information on discounts extended to the Parties pursuant to this Distributor Agreement. The information will be marked as proprietary information of the Parties and should not be disclosed outside the Parties' organizations. The confidential/proprietary status also covers sales promotional programs that are offered by the Parties.

## XI TERM AND TERMINATION

A. This agreement shall become effective at the date of its signature and shall not terminate for the duration of one year. At the end of the one-year term, the agreement shall remain in effect until cancelation by either party.

B. Either party shall be in default hereunder at any time upon failure to comply with the provisions of this Agreement. Should the non-complying party fail to remedy such default to the reasonable satisfaction of the other party within sixty (60)

days following notice from such other party specifying such default, such other party may terminate this Agreement by sending written notice of termination to the defaulting party within ten (10) days following the said sixty (60) days, provided however that this Agreement may be terminated immediately when the conditions set forth in paragraphs C, D, and E of this Article XI apply.

C. Either BLACKHAWK MODIFICATIONS, LLC. or the Distributor may terminate this Agreement immediately if:

(1) The other party makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy or adjudicates a bankrupt or insolvency or files any petition or answer seeking reorganization, arrangement, liquidation or similar relief or files an answer admitting the material allegations of a petition against it for any such relief; or

(2) The other party becomes insolvent or fails to pay its debts when they become due; or

(3) Within 60 days after the commencement thereof, any proceeding against the other party seeking reorganization, arrangement, liquidation or similar relief shall not have been dismissed; or

(4) The other party terminates its existence or ceases to do business.

D. BLACKHAWK MODIFICATIONS, LLC. may terminate this Agreement immediately if Distributor has not paid its outstanding indebtedness in accordance with the terms set forth in Article V (K).

E. BLACKHAWK MODIFICATIONS, LLC. may terminate this Agreement immediately upon any sale, transfer, sale, lease, assignment or otherwise, of more than fifty (50%) per cent of the Distributor's stock or assets or upon the occurrence of any transaction which results in change of ownership or control of Distributor, unless BLACKHAWK MODIFICATIONS, LLC. has expressly consented in advance and by writing thereto.

F. BLACKHAWK MODIFICATIONS, LLC. may immediately terminate this Agreement if the rights and privileges of the Distributor under this Agreement are assigned without the prior written approval of BLACKHAWK MODIFICATIONS, LLC., which will not be unreasonably withheld or delayed.

G. Upon termination of this Agreement, the Distributor agrees that it will (i) no longer use the Documentation, Trademarks or any other BLACKHAWK MODIFICATIONS, LLC. related items, (ii) remove or dispose of all such items as BLACKHAWK MODIFICATIONS, LLC. shall direct, and (iii) no longer hold itself out as a Distributor of BLACKHAWK MODIFICATIONS, LLC. Products. The Distributor further acknowledges that BLACKHAWK MODIFICATIONS, LLC. shall have no obligation to repurchase any such items or the Products.

H. Termination of this Agreement for any reason shall not affect obligations accruing prior to the effective date of termination or any obligations expressly intended to continue and survive its termination.

I. BLACKHAWK MODIFICATIONS, LLC. agrees that substantial rejections of Distributors orders which meet BLACKHAWK MODIFICATIONS, LLC.'s sales requirements shall be cause for termination by the Distributor to BLACKHAWK MODIFICATIONS, LLC.

## XII CAPTIONS

The captions used in this Agreement are for convenience only and are not to be deemed or construed to limit or extend the language of the provisions which they introduce.

## XIII FORCE MAJEURE

Neither BLACKHAWK MODIFICATIONS, LLC.; nor its directors, employees, agents, or representatives shall be liable for any commissions, interest, or any other claims, expenses, losses, or damages incurred by the Distributor resulting in whole or in part from any delay in, or failure of, performance on the part of BLACKHAWK MODIFICATIONS, LLC. due to any cause beyond its reasonable control. To the extent that such causes actually retard or prevent deliveries of Products and/or Services on the part of BLACKHAWK MODIFICATIONS, LLC., the time for the performance shall be extended for as long as is required to obtain removal of such causes.

## XIV NOTICES

All notices shall be deemed given on date mailed if sent by registered or certified (air) mail, postage prepaid, return requested, or by telegraph, telex to be confirmed by registered or certified (air) mail, addressed as follows:

If BLACKHAWK MODIFICATIONS, LLC.
7601 Karl May Drive
Waco, TX 76708

Attention: Edwin Black

If to Distributor:
4200 Summit Bridge Road
Middletown, DE 1970
Attention: Karen Mackiewicz: (800) 441-9343

Either party may change its address by giving written notice to the other.

## XV ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties as to the subject matter hereof and merges all prior discussions between them, and neither of the parties shall be bound by conditions, definitions, warranties, or representations other than as expressly provided in this Agreement. No amendments hereto shall be effective unless in writing agreed to by a duly authorized representative of each of the parties.

This Agreement will be binding on and insure to the benefit of the Parties hereto and their respective successors and assignees with prior approval of BLACKHAWK MODIFICATIONS, LLC.

## XVI REMEDIES CUMULATIVE

Neither failure nor delay by one party to exercise any right, remedy, power, or privilege provided for herein or by statute or by law, or in equity or otherwise shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or exercise of any other right, remedy, power, or privilege.

## XVII SEVERABILITY

If any condition, term, or covenant of this Agreement shall at any time be held to be avoid, invalid, or unenforceable, such condition, covenant or term shall be construed as severable and shall not in any way affect or render void, invalid or unenforceable any other condition, covenant, or term of this Agreement, which shall remain in full force and effect.

## XVIII ORDERS AND SALES

1. Distributor may, from time to time, on a non-exclusive basis, submit orders to BLACKHAWK MODIFICATIONS, LLC. for sales of Products directly from BLACKHAWK MODIFICATIONS, LLC. to customers located in the APR. In soliciting such orders, Distributor shall quote such prices as are recommended by BLACKHAWK MODIFICATIONS, LLC. and shall offer BLACKHAWK MODIFICATIONS, LLC.'s standard terms and conditions of sale. The Distributor shall issue to BLACKHAWK MODIFICATIONS, LLC. its authorized individual Purchase Order to secure each sales order. The terms and conditions of sale may be changed by BLACKHAWK MODIFICATIONS, LLC. at any time, giving 60 days' notice to the Distributor.

B. All orders solicited by the Distributor shall be subject to acceptance or rejection by BLACKHAWK MODIFICATIONS, LLC. at its main office. BLACKHAWK MODIFICATIONS, LLC. shall not be liable to Distributor or any customers for any refusal to accept or fill any order or part thereof, not for any loss or damage arising from the failure of BLACKHAWK MODIFICATIONS, LLC. to fill an order.

C: BLACKHAWK MODIFICATIONS, LLC. may review Distributor's authorization to submit orders hereunder at any time if Distributor does not comply with the terms and provisions of the Agreement.

## XIX LITIGATION, LAW AND PROCEDURE APPLICABLE

Any disputes not resolved by negotiation shall be finally settled by binding arbitration conducted by an uneven number of arbitrators under the Rules of Arbitration of the American Association of Arbitration then in effect, except to the extent such rules are modified herein. The arbitrators shall expeditiously (and, if possible, within 90 days after their appointment) hear and decide all matters concerning the dispute. The place of arbitration shall be Waco, State of Texas and the applicable law shall be the law of the said state.)

The arbitrators shall have the power to grant injunctive relief and order specific performance. They are not empowered to award damages in excess of compensatory damages. The responsibility for paying the costs and expenses of the arbitration, including compensation to the arbitrators, shall be allocated among the Parties in a manner determined by the arbitrators to be fair and reasonable under the circumstances. Each Party shall be responsible for the fees and expenses of its respective counsel, consultants, and experts. Any determination or award rendered in arbitration shall be implemented in accordance with its terms and may be entered as a judgment by any court of competent jurisdiction. Any costs, fees or taxes incident to enforcing the award shall be charged against the Party resisting enforcement.

| DISTRIBUTOR | BLACKHAWK MODIFICATIONS, LLC. |
|---|---|
| BY: Tom Lark | BY: Edwin Black |
| TITLE: VP/GM | TITLE: President |
| DATE: 06/11/25 | |

## APPENDIX A

**PRODUCTS DESCRIPTION, CORE CREDIT SCHEDULE, CORE REQUIREMENTS, AND SHIPPING**

The retail pricing will be set by BLACKHAWK MODIFICATIONS, LLC. each January. Prices are subject to change at other times with 60 days written notice; however, orders that have been accepted by BLACKHAWK MODIFICATIONS, LLC. will not be changed. Prices are adjusted annually according to the US consumer price index (CPI). Retail Price includes:

**Blackhawk Cessna Caravan 208B PT6A-42A Upgrade Package includes:**

1. 1 ea. New Pratt & Whitney PT6A-42A Turbine Engine
2. 1 ea. New Prop Governor (included installed on new engine)
3. 1 ea. New ITT, Torque, RPM, Ng, Fuel flow & Oil Temperature/Oil Pressure Gauges with transducers as needed.
4. 1 ea. New Hartzell 4 blade propeller
5. 1 ea. New oil cooler
6. 1 ea. New Cowling
7. 1 ea. Modified Engine Mount with isolators
8. 1 ea. Set of engine hoses
9. 1 ea. set of exhaust stacks
10. STC paperwork, installation instructions, Flight Manual Supplements, Instructions for Continued Airworthiness and all required installation drawings.

**Blackhawk C90/C90A/C90B/E90 Upgrade Package includes:**

1. 2 ea. New Pratt & Whitney PT6A-135A Turbine Engines
2. 2 ea. New Prop Governors (included installed on new engines)
3. STC paperwork, installation instructions, Flight Manual Supplements, Instructions for Continued Airworthiness and all installation drawings.

- Optional-2 ea. New ITT, Torque with Transducers, OT/OP and Prop Gauges

**Blackhawk F90 Upgrade Package includes:**

1. 2 ea. New Pratt & Whitney PT6A-135A Turbine Engines
2. 2 ea. New Prop Governors (included installed on new engines)
3. STC paperwork, installation instructions, Flight Manual Supplements, Instructions for Continued Airworthiness and all installation drawings

**Blackhawk 200 PT6A-42 Upgrade Package includes:**

1. 2 ea. New Pratt & Whitney PT6A-42 Turbine Engines
2. 2 ea. New Prop Governors (included installed on new engines)
3. STC paperwork, installation instructions, Flight Manual Supplements, Instructions for Continued Airworthiness and all installation drawings

- Optional-2 ea. New Hawkeye ITT and Oil Temperature/Oil Pressure Gauges

**Blackhawk 200/B200 PT6A-61 Upgrade Package includes:**

1. 2 ea. New Pratt & Whitney PT6A-61 Turbine Engines
2. 2 ea. New Prop Governors
3. STC paperwork, installation instructions, Flight Manual Supplements, Instructions for Continued Airworthiness and all installation drawings

- Optional-2 ea. New ITT, Oil Temperature/Oil Pressure, and Ng Gauges

**Blackhawk 200/B200 PT6A-52 Upgrade Package includes:**

1. 2 ea. New Pratt & Whitney PT6A-52 Turbine Engines
2. 2 ea. New Prop Governors (included installed on new engines)
3. STC paperwork, installation instructions, Flight Manual Supplements, Instructions for Continued Airworthiness and all installation drawings

- Optional-2 ea. New ITT, Oil Temperature/Oil Pressure, and Ng Gauges

**Blackhawk Cheyenne I, II, and IIXL Upgrade Package includes:**

1. 2 ea. New Pratt & Whitney PT6A-135A Turbine Engines
2. 2 ea. New Prop Governors (included installed on new engines)
3. STC paperwork, installation instructions, Flight Manual Supplements, Instructions for Continued Airworthiness and all installation drawings
   Optional-2 ea. New ITT, Torque with Transducers, OT/OP and Prop Gauges

**Blackhawk Conquest I Upgrade Package includes:**

1. 2 ea. New Pratt & Whitney PT6A-135A Turbine Engines
2. 2 ea. New Prop Governors (included installed on new engines)
3. STC paperwork, installation instructions, Flight Manual Supplements, Instructions for Continued Airworthiness and all installation drawings

- Optional-2 ea. New Torque Gauges and Transducers

**Blackhawk King Air B300/350 Series PT6A-67A Upgrade Package includes:**

- See attached Page 27

**Installation Procedures and/or Parts required but not included with Upgrade Package price and provided by Distributor to be charged to Customer:**

1. Magnaflux inspection of engine mount trusses (King Air C/E 90 only)
2. Shot Peen 4 Blade OEM Hartzell Props for C/E90 Series
3. 2 ea. Starter Generator wet spline shafts and -Quad Ring Adapters (all models except KA200)
4. Installation & setup labor
5. Air conditioner drive shaft for KA-200 (-61/-52 engines)
6. 4-Bladed Hartzell Propellers required (-61/-52 engines)
7. Lightweight exhaust stack kit (Frakes or D4 for -61/-52 engines)

**Additional charge items to Customer not included in retail pricing that may be required except where noted above:**

1. Fuel or pilot for setup flights
2. Prop overhaul (if required)
3. Prop feathering system. (Required for Hartzell 4 blade props).
4. Starter Generator Overhauls (if required)
5. 2 ea. Sets flammable fluid hoses (Fuel & oil) – Optional
6. 2 ea. Sets engine vibration isolators (Rubber Mounts) - Optional
7. Repairs to engine trusses, air boxes, exhaust, etc.
8. Engine control cables
9. Return shipping of Core engines and parts.

**Installation Allowances:**

Blackhawk suggested installation charges are as follows:

| | |
|---|---|
| King Air 90: | $28,000 USD (180 Labor Hours) |
| King Air 200: | $25,000 USD (-42) (150 Labor Hours) |
| King Air 200: | $28,000 USD (-52 or -61) (180 Labor Hours) |
| King Air 350: | $30,000 USD (-67A 220 Labor Hours) |
| Conquest I: | $25,000 USD (150 Labor Hours) |
| Cheyenne I/II/IIXL: | $28,000 USD (200 Labor Hours) |
| Caravan | $22,000 USD (250 Labor Hours) |
| Wing Fuel Lockers: | $10,000 USD (140 Labor Hours) |

**Installation allowances shown above not included in Retail Price.**

**Core credit schedule**:

Core engines will be given a credit for any hours remaining to TBO of 3600 hours (per engine) against the retail price, based on the following schedule:

PT6A-20A engine: $15 per hour.
PT6A-21 engine: $35 per hour.
PT6A-11 engine: $35 per hour.
PT6A-112 engine: $35 per hour.
PT6A-28 engine: $45 per hour.
PT6A-135 engine: $50 per hour.
PT6A-114 engine: $35 per hour.
PT6A-114A engine: $50 per hour.
PT6A-41 engine: $50 per hour (3000 TBO engines).
PT6A-41 engine: $60 per hour (3600 TBO engines).
PT6A-42 engine: $50 per hour (3000 TBO engines).
PT6A-42 engine: $60 per hour (3600 TBO engines).
PT6A-60A engine $70 per hour (3600 TBO engines).

**Limits exist to the number of hours credits are allowed per engine.**

**Core Engine Requirements**:

Core engines will be inspected by an authorized Pratt & Whitney Canada representative and acceptance of cores will be at Pratt & Whitney Canada sole prerogative. Once Core engines have been inspected and accepted by P&WC, Core engines shall not be operated further. Core engines must be in a "normal time expired" or "safe for continued operation" condition with no damage, corrosion, sulfidation, missing or non-approved parts. All work performed and parts previously embodied either new or used in said Core Engine(s) shall i) meet all civil aviation and P&WC approved repair criteria and ii) have been maintained by an approved P&WC repair facility. Cores engine must have and include all original logs, records, cycle sheets, component listing, service bulletin status sheet, and other such records as required to verify times, cycles and history. Distributor shall make an entry in the Engine Logbooks stating time since new, time since overhaul, cycles since new, and cycles since overhaul at the time of removal from the aircraft. Failure to provide all required records may result in a core charge or rejection of core engines. All Core engines that have applicable time remaining credit must have enough cycles remaining on all rotating and applicable serialized components to reach O.E.M. recommended TBO as specified in the appropriate O.E.M. service bulletins**. Copies of all engine logs must be provided to Blackhawk prior to shipment. Cores MUST be returned to Blackhawk within 3 business weeks (15 business days) of receipt of new engines at Distributors facility or a demurrage fee of $150 per day per engine will be applicable.**

**Shipping Core engines & parts:**

All Cores must be insured by Distributor against loss or damage in shipping. Distributor must remit proof of insurance to BLACKHAWK MODIFICATIONS, LLC. prior to shipping. Damaged or lost cores will result in a core charge to Distributor. Core engines must be shipped to a P&WC facility designated by P&WC with freight pre-paid. All other cores must be shipped to Blackhawk Modifications, LLC. freight pre-paid.