



FlexFlight
MAINTENANCE CONTRACT
maintenance to be performed from case to case.
Ref.M.A.708(d)

Doc. No: Web-MC
Issue: Org
Date: April / 2019
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MAINTENANCE CONTRACT

1. THE PARTIES

Company name: FlexFlight Aps
Physical address: Lufthavnsvej 50
DK-4000 Roskilde
Telephone: +45 45807060
Facsimile: +45 45806030
Web: www.flexflight.dk
CVR number: 27376770
CAMO: DK.MG.0058

(Hereafter named "the Operator")

AND

Part 145 workshop as stated on individual Maintenance work request
(Hereafter named "the Maintenance Organisation")

BASE MAINTENANCE & UNSCHEDULED LINE MAINTENANCE, CAN BE ORDERED ON A CASE-BY-CASE BASIS PROVIDED THERE IS A WRITTEN CONTRACT, VIA MAINTENANCE WORK REQUEST SIGNED BY MAINTENANCE SUPPLIER, (GENERAL CONTRACT IS SHOWN AT WWW.FLEXFLIGHT.DK) BY SIGNING FLEXFLIGHT MAINTENANCE WORK REQUEST, MAINTENANCE SUPPLIER HAVE ACCEPTED GENERAL MAINTENANCE CONTRACT CONDITIONS AND TERMS.



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3. LIST OF EFFECTIVE PAGES

The list below indicates the effective pages of this contract and shows the number of pages as well as the date and revision status of each page.

Revisions carried out on any pages will result in that the complete contract being raised to the next issue number and such changes will be identified by a vertical line that appears in the right-hand column of the page affected.

A new list of effective pages will be issued with each revision to provide a means for the manual holder to check that their manual is at the correct revision status

| Document | Pages | Dated | Issue |
|----------------------|--------------|--------------|--------------|
| Maintenance Contract | 1 to 13 | Dec, 2018 | Org. |
| | | | |
| | | | |
| | | | |
| | | | |

4. RECORD OF REVISIONS

| Document | Dated | Issue |
|----------------------|--------------|--------------|
| Maintenance Contract | Dec, 2018 | Org. |
| | | |
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5. DISTRIBUTION LIST

Posted on web.



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6. SCOPE OF WORK

The contract cover maintenance to be performed by the Maintenance Organisation Consisting of the following:

- a) Scheduled Maintenance.
- b) Major repairs and Modifications
- c) Unscheduled Maintenance.
- d) Management of third party subcontractors.

No work will be carried out unless this is listed in the Maintenance Organisation or Approved Contractor's capability list.

In addition to the contract is following appendixes in force:

- a) Appendix A.
- b) Appendix B.

7. LOCATIONS

The location of the Maintenance Organisation will be as follows:

Workshop signing on Flexflight individual Maintenance work request.

8. SUBCONTRACTING

The Maintenance Organisation can subcontract tasks to a PART 145 approved/accepted organization.

It is specifically required that the requirements of PART 145.1 "General" & PART 145.75 "Privileges of the approved Maintenance Organisation" are fully complied with, where applicable in execution of this contract.

The Maintenance Organisation has the responsibility to afford access to any information regarding the maintenance of the aircraft specified in this contract to the Operator

The Maintenance Organisation has the responsibility to inform the Operator and the Danish CAA, of the method of controlling NON-PART 145 approved/accepted subcontractors adopted, in execution of this contract, where not specifically mentioned in the Maintenance Organisation Exposition.



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9. MAINTENANCE PROGRAM

The Operator has the responsibility for developing, maintaining of the Aircraft Maintenance Program, and approval of said by DK CAA.

10. QUALITY MONITORING

The Operator reserves the rights to conduct Quality surveillance audits, on the maintenance activities carried out by the Maintenance Organisation, and require unimpeded access to any information relating to Quality aspects within the Maintenance Organisation.

The result of the Quality surveillance audit, carried out by the Operator on the Maintenance Organisation, must be clearly detailed and supplied in writing, to the Maintenance Organisation within reasonable time frame of conducting the audit. A Quality meeting must be scheduled, no later than 1 month after the completion of the audit if performed.

11. CAA INVOLVEMENT

The Operator and the Maintenance Organisation operate under the Danish CAA requirements. However, if a subcontractor that operates under a different authority, the requirements of the Danish CAA will be maintained as minimum.

The procedure regarding Maintenance data will be in compliance with sub part A-General Part 21.1 Applicability.

12. AIRWORTHINESS DATA

The Maintenance Data to be used during the maintenance on the aircraft must be as specified by the aircraft/engine/equipment manufacturer. These data must include the following for the airframe, engines, APU and equipment:

- a) Maintenance Programs.
- b) Airworthiness Directives.
- c) Major Repair/Modification data.
- d) Aircraft Maintenance Manuals.
- e) Aircraft IPC.
- f) Aircraft Service Bulletins.
- g) Wiring Manuals.
- h) Component Overhaul Manuals.
- i) Non-Destructive Testing Manuals.
- j) Minimum Equipment List.
- k) Flight Manual.
- l) Engine Maintenance Manual.
- m) Engine IPC.
- n) Engine Service Bulletins.
- o) Aircraft Technical Logbooks.



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13. INCOMING CONDITIONS

The Operator has the responsibility to send the aircraft to the Maintenance Organisation for the following maintenance:

- a) Scheduled Maintenance.
- b) Major repairs and Modifications.
- c) Unscheduled work as required.

The aircraft must be delivered with all of the loose equipment installed.

Any discrepancies noted by the Maintenance Organisation, regarding the condition of the aircraft/engines or equipment, must be recorded and handed to the Operator, and a copy filed with the respective work scope documents.

Work scope-planning is required when the labour content of any maintenance event will exceed 10 man-hours labour.

14. AIRWORTHINESS DIRECTIVES

The Operator has the responsibility for planning of all EAD's, AD's, SB's, SL's, SIL's incorporation.

Airworthiness Directives issued by the Danish CAA, (LDD's), EASA EAD's, and by the TC-holders NAA (state of design) must be used for maintenance on the aircraft.

The Operator reserves the right to apply instructions more restrictive than the AD/EAD, as determined by the Operator, who make his decision on a case-to-case basis.

The review procedure on receipt of AD/EAD must be as follows:

- a) Applicability.
- b) Means of Compliance.
- c) Planning of work scope.
- d) Incorporation of AD/EAD requirements.

The Operator has the responsibility to supply the Maintenance Organisation with following when an LDD, AD and EAD is applicable to the aircraft:

- a) Work Order requesting the work to be performed.
- b) Due date on which compliance with the AD/EAD is accomplished.
- c) Selected means of compliance, when required.
- d) Any repetitive requirements that may be required.

The Operator requires unimpeded access to all information at the Maintenance Organisation regarding the incorporation of AD/EAD.



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If a conflict arises on the timing of the implementation of Airworthiness Directives, the Operator reserve the rights to override the Maintenance Organisation, providing that the conditions detailed in the AD/EAD is not exceeded, and safety is not compromised, by this decision.

15. SERVICE BULLETIN/MODIFICATIONS

The Operator has the responsibility to determine whether to embody optional or recommended SB/Modifications or not.

In the event that the Operator requires that the Maintenance Organisation make the decision referenced above, this must be conveyed in writing to the Maintenance Organisation, stating the time period, and any other conditions applicable to this concession.

The Maintenance Organisation may not embody an optional or recommended Service Bulletin or carry out any form of modification unless accepted by the Operator.

The Operator has the responsibility to subscriptions of Service Bulletins and any other relevant information supplied by the various manufactures of the Airframe/Engine and equipment and determines the work scope required. Work Order must be issued and with copy of the relevant documentation.

16. HOURS & CYCLE CONTROL

The Operator has the responsibility to keep track of hours and cycles of the aircraft and the integrity of these data.

17. COMPONENT CONTROL/REMOVAL FORECAST

The Operator has the responsibility to control the components fitted to the aircraft and supply the Maintenance Organisation with a forecast. This forecast must be in the form of a "Maintenance Work Request". The Operator has the responsibility of the integrity of these data.

18. LIFE-LIMITED PARTS

The Operator has the responsibility of controlling the life-limited parts fitted to the aircraft and the procedure to be followed must be as per paragraph 17 above.

On replacement of life-limited parts, the Operator has the responsibility to update the Aircraft Maintenance System.



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19. SUPPLY OF PARTS

The Maintenance Organisation or their approved contractors has the responsibility to procure all parts used on the specified aircraft.

This contract does allow for Operator-supplied parts to be installed.

20. POOLED PARTS AT LINE STATIONS

No parts will be pooled between the parties.

21. SCHEDULED MAINTENANCE

The Operator has the responsibility to controls all scheduled maintenance.

The documentation that must be as follows:

- a) A Work Order detailing the detailed work scope requirement
- b) List of Modifications to be embodied during shop visit.
- c) Aircraft Status Report Consisting of;
 - Current Aircraft Service Information Status Report.
 - Hold Item List (DDR)
 - NEF List
 - Maintenance Due List.
 - List of outstanding AD/EAD's

No scheduled maintenance checks are permitted unless the Maintenance Organisation is in receipt of all relevant documentation required for the task(s).

The Maintenance Organisation determines to defer a maintenance task, or not. This will only apply after approval from FlexFlight Maintenance manager. If the deferment goes beyond the approved limit, the Operator has the responsibility to apply the Danish CAA for acceptance of the extension.

22. UNSCHEDULED MAINTENANCE / DEFECT RECTIFICATION

The Operator has the responsibility to control all unscheduled maintenance.

The Operator must approve rectifications of any defect where cost exceeds \$ 100 per item.

Any deferment of defect rectification must be submitted for approval to the Danish CAA, if applicable. FlexFlight Maintenance Manager will apply for this authorisation.

If a Major repair is required, no exceptions to the condition stipulated in § 22 Operator must approve items exceeding \$ 100.



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23. DEFERRED TASKS

The Maintenance Organisation has the responsibility to determine whether a Maintenance Task can be deferred or not. This will only apply after approval from FlexFlight Maintenance Manager.

The MEL must be used to determine whether a defect can be deferred or not.

Whilst the deferred defects may be considered minor in nature, an accumulation of these defects should be avoided. In this event the Operator or the Maintenance Organisation have the authority to ground the aircraft until the defects are reduced to an, for both parties, acceptable level.

24. DEVIATION FROM THE MAINTENANCE SCHEDULE

The Operator has the responsibility to apply the Danish CAA for a waiver if a deviation from the maintenance schedule is required.

25. TEST FLIGHT

When a test flight is required it will be carried out by the Operator or whenever required, by Manufacturer Approved flight crew, and must be performed in accordance with the Aircraft Manufacturer's requirements.

26. RELEASE TO SERVICE DOCUMENTATION

The Maintenance Organisation has the responsibility to issue a PART 145.50b "Certificate of Release to Service" whenever a maintenance action has been completed.

The support forms to be used for the "Certificate of Release to Service" will be as per the Maintenance Organisation MOE.

The Maintenance Organisation has the responsibility to supply the following information to the Operator, upon delivery of the aircraft:

- a) Certificate of Release to Service.
- b) Hold Item List
- c) Work Order including all scheduled & unscheduled maintenance performed.
- d) List of Service Bulletins and Modifications embodied.
- e) List of AD incorporated.
- f) Date of repair compliance.
- g) List of "life limit component" replacements
- h) Original Documentation on replaced parts/components.

Point a to e to be delivered at release of aircraft.

Point f to h to be delivered no later than 30 days after release of aircraft, Preferred method of deliver is scanned PDF documents by mail to: sok@flexflight.dk

The Maintenance Organisation has the responsibility to supply the following information to the Operator, upon delivery of an Engine after an "off-wing" repair:

- a) EASA Form 1 or equivalent.



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- b) Test Bench Report.
- c) List of Modifications embodied.
- d) List of repairs carried out.
- e) List of ADs incorporated.
- f) List of Service Bulletin's incorporated.

27. MAINTENANCE RECORDING

The Operator has the responsibility to retain the Technical Records as required.

The Maintenance Organisation has the responsibility to retain all detailed Maintenance Records as required.

28. RELIABILITY REPORT

The Operator has the responsibility to retain all data that may be required to compile a reliability report.

The primary source of information will be the Aircraft Maintenance System.

29. EXCHANGE OF INFORMATION

Point of Entry

FlexFlight Aps:

Maintenance Manager: Søren Knudsen

Phone: +45 40971995 Mail: sok@flexflight.dk

Contracted Maintenance: stated on individual Flexflight Maintenance work request.

The following table details the exchange of information required by this contract.

Legend for table:

- OP - The Operator.
- MO - The Maintenance Organisation.
- PIC - Pilot in Command
- A/C - Aircraft/Engines & Equipment as specified in this contract.

| Information type | From | To | Frequency for delivery |
|-----------------------------|------|----|----------------------------|
| Tech Log | PIC | OP | On aircraft return to base |
| Reporting Technical Defects | PIC | OP | When required |
| Work Orders | OP | MO | When required |
| AD | OP | MO | 48 hrs after receipt by OP |



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| | | | |
|-----------------------------------|----|----|--|
| Aircraft Status Report | OP | MO | Prior to delivery of A/C for maintenance |
| Deferred Defect List | OP | MO | Prior to delivery of A/C for maintenance |
| Aircraft Component Due List | OP | MO | Prior to delivery of A/C for maintenance |
| Aircraft Task Due List | OP | MO | Prior to delivery of A/C for maintenance |
| Certificate of Release to Service | MO | OP | On completion of work scope, prior to flight |

30. MEETINGS

Meeting will be part of correspondence during planning and maintenance input.

31. CONTRACT VALIDITY

This contract is valid from date of signature and until maintenance is finished and final released by Part 145 workshop.

This contract is confidential and proprietary and may not be reproduced, copied (electronically, optically or otherwise) or transmitted in whole or in part without the express prior written permission of the Managing Director of FlexFlight ApS.

This contract is subject to Danish law and all disputes will be heard only by the courts at Roskilde city court. This agreement including Appendix A & B and is the whole agreement on the subject matter covered by it, and no amendment, waiver or extension will be binding unless in writing and signed by both parties. If any party breaches this agreement, or any works order agreement separately, and fails to remedy such breach within 14 days after written notice to do so from the other party, then the non-defaulting party may immediately cancel this agreement as well as all outstanding works order agreements, claim accelerated performance of all future obligations there under as well as damages.

--- OOO ---

| | | | |
|-----------|----------------------|-----------|---|
| Date | 01/04/2019 | Date | |
| Signature | <u>Søren Knudsen</u> | Signature | <u>On individual Maintenance work request</u> |
| Name | Søren Knudsen | | |
| Position | Maintenance Manager | | |



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32. Appendix A

32.1 Airplanes covered by this contract:

1. Aircraft stated on Maintenance work request issued



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33. Appendix B

33.1 Additional agreement:

There is an agreement between FlexFlight and Maintenance supplier which gives FlexFlight access to Maintenance Manuals for Airplane and Engine for airplanes mentioned in this contract.