

TEXTRON AVIATION DEFENSE

Señores

MINISTERIO DE DEFENSA NACIONAL – FUERZA AÉREA COLOMBIANA
Comando Apoyo a la Fuerza

Asunto: GARANTÍA CALIDAD y CORRECTO FUNCIONAMIENTO
CONTRATO ELECTRÓNICO No. 193-00-A-COFAC-CAF-2020

Estimados señores:

Yo, **THOMAS GREGORY HAMMOOR**, identificado con Pasaporte No. 646553586, obrando en mi calidad de Presidente y Representante Legal de la Compañía **TEXTRON AVIATION DEFENSE LLC (TA DEFENSE)**, me permito manifestar por la presente reconozco que en cumplimiento de las obligaciones contractuales de TA DEFENSE estamos obligados a proteger la garantía de calidad y correcto funcionamiento de la mercancía, según lo acordado en la Cláusula 19– Garantías y Mecanismos de cobertura del riesgo del CONTRATO ELECTRÓNICO No. 193-00-A-COFAC-CAF-2020 CELEBRADO ENTRE LA NACIÓN – MINISTERIO DE DEFENSA- FUERZA AÉREA COLOMBIANA Y **TEXTRON AVIATION DEFENSE LLC**, a saber: **I, THOMAS GREGORY HAMMOOR, identified with Passport No. 646553586, acting in my capacity as President and Legal Representative of the Company TEXTRON AVIATION DEFENSE LLC (TA DEFENSE), hereby acknowledge TA DEFENSE's contractual obligations to protect the warranty of quality and correct operation of the goods, as agreed in Clause 19 - Guarantees and risk coverage mechanisms of ELECTRONIC CONTRACT No. 193-00-A-COFAC-CAF-2020 CELEBRATED BETWEEN THE NATION - MINISTRY OF DEFENSE - COLOMBIAN AIR FORCE AND TEXTRON AVIATION DEFENSE LLC, namely:**

AMPARO <i>Protection</i>	US\$	VIGENCIA DEL AMPARO DESDE <i>Start date</i>	VIGENCIA DEL AMPARO HASTA <i>End date</i>	VALOR DEL AMPARO POR CADA AERONAVE
CALIDAD Y CORRECTO FUNCIONAMIENTO DE LOS BIENES (art. 2.2.1.2.3.1.16. decreto 1082 de 2015) <i>Warranty Letter of Credit</i>	5% por cada aeronave (9.578.072,63)	Desde la transferencia del título de la FAC, para cada aeronave <i>The transfer of the FAC title, for each aircraft</i>	Por el término de 12 meses contados a partir de la emisión del acta de recibo de cada aeronave, teniendo en cuenta que se trata de entregas en tiempos diferentes. <i>For a term of 12 months from the issuance of the Acta receipt for each aircraft, taking into account that it involves deliveries at different times.</i>	US\$ 478.903,63 por cada aeronave

Así mismo TA DEFENSE se compromete a entregar la garantía CALIDAD Y CORRECTO FUNCIONAMINETO DE LOS BIENES, al mismo tiempo de la transferencia de propiedad de cada uno de los aviones, de acuerdo con la clausula como figura arriba, a la Fuerza Aérea Colombiana, por valor de USD 478.903,63, que representa el 5% del valor de cada avión. **Likewise, TA DEFENSE agrees to deliver the Warranty Letter of Credit, concurrently with the transfer of ownership of each of the aircraft to the Colombian Air Force, for a value of USD 478,903.63, which represents 5% of the value of each aircraft, in accordance with the above clause of the Contract.**

Esta garantía cubre el amparo de CALIDAD Y CORRECTO FUNCIONAMIENTO DE LOS BIENES suministrados por **TEXTRON AVIATION DEFENSE LLC**, informando que los demás amparos de proceso ya fueron cubiertos mediante otra carta de crédito I. **This Warranty Letter of Credit covers the warranty of quality and correct functioning of the goods provided supplied by TEXTRON AVIATION DEFENSE LLC, informing that the other process protections have already been covered by other letter of credit.**

TEXTRON AVIATION DEFENSE

Adjunto el texto final del borrador de la Carta CALIDAD Y CORRECTO FUNCIONAMIENTO DE LOS BIENES que el banco estadounidense presentará al banco colombiano. La redacción final dependerá, por supuesto, de la discusión entre los dos bancos, en coordinación con la FAC. *I have attached the final draft text of the Warranty Letter of Credit that the US bank will present to the Colombian bank. The final wording will of course depend on the discussion between the two banks, in coordination with the FAC.*

Cordialmente,



Nombre: THOMAS GREGORY HAMMOOR

Cargo: Presidente y Representante Legal, Textron Aviation Defense LLC

Documento de Identidad: Pasaporte No. 646553586

Anexo: Texto Borrador de la carta CALIDAD Y CORRECTO FUNCIONAMIENTO DE LOS BIENES

Standby Letter of Credit – Performance Guarantee (PG)

LETTER OF CREDIT APPLICANT:

Textron Aviation Defense LLC
10511 Central Ave
Wichita, KS 67206
United States

LETTER OF CREDIT ISSUER:

U.S. Bank National Association
International Banking Division Standby Letters of Credit
721 Locust Street, SL-MO-L2IL
St. Louis, MO 63101
SWIFT: USBKUS44STL
Phone: 314-418-2875
Fax: 314-418-8078

LETTER OF CREDIT BENEFICIARY:

Banco Bilbao Vizcaya Argentaria Colombia SA
SWIFT: GEROCOBB
Calle 72 No. 9-21
Bogota, Distrito
Capital de Bogota
Colombia

We hereby issue in your favor our irrevocable letter of credit number [To Be Determined] for an amount not to exceed in the aggregate USD1,436,710.89 (One Million Four Hundred Thirty Six Thousand Seven Hundred Ten U.S. Dollars and Eighty Nine Cents) expiring on April 30, 2023 at our (U.S. Bank National Association) counters.

It is a condition of this letter of credit that we (U.S. Bank National Association) issue on behalf Textron Aviation Defense LLC located at 10511 Central Ave Wichita, KS 67206 Unites States of America in your (Banco Bilbao Vizcaya Argentaria Colombia SA located at Calle 72 No. 9-21 Bogota, Distrito Capital de Bogota Colombia) favor and that you issue a guarantee in the amount not to exceed One Million Four Hundred Thirty Six Thousand Seven Hundred Ten U.S. Dollars and Eighty Nine Cents in favor of the Nation - Ministry of Defense - Colombian Air Force.

[The issuer declares to waive the benefit of excuse]. Funds under this irrevocable letter of credit are payable to you on your first demand by an authenticated SWIFT message addressed to U.S. Bank National Association at Bank Identification Code USBKUS44STL. The SWIFT message must reference this letter of credit number, [To Be Determined], and state:

QUOTE

This demand in the amount of USD [To Be Determined] is being made on U.S. Bank National Association letter of credit number [To Be Determined] to reimburse us for a payment we have been called to make under our Guarantee number [To Be Determined] issued on behalf of Textron Aviation Defense LLC in favor of the Nation - Ministry of Defense - Colombian Air Force.

UNQUOTE

This letter of credit sets forth in full the terms of our undertaking and such undertaking shall not in any way be modified, amended or amplified by reference to any document, instrument or agreement referred to herein or in which this letter of credit is referred to or to which this letter of credit relates and such reference shall not be deemed to be incorporated herein.

The amount available under this letter of credit will reduce automatically, without amendment nor beneficiary's prior consent, in accordance with the following schedule:

<u>Date of Automatic Reduction</u>	<u>Reduction Amount</u>	<u>New Letter of Credit Amount</u>
April 30, 2022	\$957,807.26	\$478,903.63
April 30, 2023 (Expiration)	\$478,903.63	\$0.00

In the event a compliant drawing is received prior to a scheduled decrease, the amounts of the succeeding scheduled decreases shall be reduced by the amount of such drawings in the order of occurrence of such scheduled decreases until the amount of such drawing has been fully applied.

Claims received under and in conformity with the terms and conditions of this letter of credit will be duly honored within value 3 (three) New York banking days in accordance with your instructions after receipt at our counters on or before the expiration date. All payments due hereunder shall be made by wire transfer to the beneficiary's account per their instructions. All demands must be presented in English on or before the expiration date of April 30, 2023. No demands will be honored after April 30, 2023.

This letter of credit is issued subject to the International Standby Practices 1998 (ISP98), International Chamber of Commerce Publication no. 590.

DRAFT

Local Bank Guarantee – Performance Guarantee (PG)

We have been notified that Textron Aviation Defense LLC located at 10511 Central Ave Wichita, KS 67206 Unites States of America (seller), has entered into a contract with the Nation - Ministry of Defense - Colombian Air Force (purchaser) to supply to three T-6C aircraft in accordance with the terms of contract number 193-00-A-COFAC-CAF-2020 dated October 19, 2020 (referred to as 'the Contract' hereinafter).

Accordingly we, (Banco Bilbao Vizcaya Argentaria Colombia SA) hereby issue this guarantee no. [To Be Determined] as security for the fulfillment of the seller's warranty obligations under the Contract in favor of the Nation - Ministry of National Defense Columbian Air Force up to the total aggregate amount of USD1,436,710.89 (One Million Four Hundred Thirty Six Thousand Seven Hundred Ten U.S. Dollars and Eighty Nine Cents).

The issuer declares to waive the benefit of excuse. This guarantee can by drawn with Banco Bilbao Vizcaya Argentaria Colombia SA against presentation of a Nation - Ministry of Defense - Colombian Air Force dated statement purportedly signed by one of its authorized representatives and reading as follows:

'The amount of this drawing, [USD amount to be determined], under Banco Bilbao Vizcaya Argentaria Colombia SA guarantee number (reference number) represents the principal amount of [USD amount to be determined], as funds are due to us as Textron Aviation Defense LLC has failed to perform its warranty obligations under the terms of contract 193-00-A-COFAC-CAF-2020 dated October 19, 2020 and has not been effected by reason of the default of the seller.'

The amount available under this guarantee will reduce automatically, without amendment nor beneficiary's prior consent, in accordance with the following schedule:

<u>Date of Automatic Reduction</u>	<u>Reduction Amount</u>	<u>New Letter of Credit Amount</u>
March 31, 2022	\$957,807.26	\$478,903.63
March 31, 2023 (Expiration)	\$478,903.63	\$0.00

In the event a compliant drawing is received prior to a scheduled decrease, the amounts of the succeeding scheduled decreases shall be reduced by the amount of such drawings in the order of occurrence of such scheduled decreases until the amount of such drawing has been fully applied.

This guarantee will expire on March 31, 2023. Any demand for payment under this guarantee must be received by us at or before the expiry date. We will not be obligated to make payment against any obligations of the seller due and payable after the expiration date.

We hereby agree with you that drawings under and in compliance with the terms and conditions of this guarantee will be duly honored. All payments due hereunder shall be made by wire transfer to the beneficiary's account per their instructions.

Except as otherwise stated herein, this irrevocable guarantee shall be subject to uniform rules for demand guarantees (ICC Publication No. 758).