

CITATION X PURCHASE AGREEMENT ^{3 Amendments}

TERMS AND CONDITIONS

The Purchaser and Seller hereby enter into this Purchase Agreement ("Agreement") for the purchase and sale of one (1) Cessna Citation X, Model 750 with optional equipment as listed in Item E ("Aircraft") on the terms and conditions as set forth on the face hereof and as follows:

SECTION I—Prices and Payments

1. The price of the Aircraft and other applicable charges are set forth on the face hereof and include payment for Citation X standard equipment, optional equipment selected by Purchaser as listed in Item E, technical and service publications, Computerized Maintenance Record Service (CESCOM) for a period of one (1) year, and training for pilot and maintenance personnel in accordance with the Citation X Crew Training Agreement as set forth in the Specification (Exhibit A). The price is subject to adjustment for the additional payments, if any, to be made by Purchaser as set forth in Section III, Clauses 2, 3 and 4 below.

2. All payments shall be made in United States dollars at Wichita, Kansas, U.S.A., by certified check, bank cashier's check, wire transfer or such other negotiable instruments as may be acceptable to Seller.

SECTION II—Seller Agrees

1. To provide the Aircraft to Purchaser in accordance with the Specification and Description (Exhibit A) as modified in writing by mutual agreement to the parties. In the event of conflict, the terms and conditions of this Agreement, exclusive of Exhibit A, take precedence over terms and conditions expressed in Exhibit A.

2. To notify Purchaser of the Scheduled Delivery Month at least six (6) months prior to the Preliminary Delivery Month, and to confirm or adjust the date at least 30 days prior to the Scheduled Delivery Month by notifying Purchaser of the day the Aircraft will be ready for delivery (Ready-for-Delivery-Date).

3. To furnish to Purchaser at the time of delivery of the Aircraft a Bill of Sale on the appropriate Federal Aviation Administration form transferring ownership of the Aircraft to the Purchaser free and clear of all encumbrances, unless otherwise agreed to by the parties.

SECTION III—Purchaser Agrees

1. Except as set forth in Section IV, Clause 3, in the event this Agreement is breached, canceled or terminated by Purchaser for any cause whatsoever, other than due to Seller's default, or if Purchaser fails to pay the deposits, balance due on the Aircraft, or any other charges under this Agreement when due, then all deposits shall be retained by Seller not as a forfeiture but as liquidated damages for default and the Agreement shall end. If Purchaser fails to timely make deposits or final payment, Seller reserves the right to assess interest at the one (1) month LIBOR rate as advertised in the Wall Street Journal under Money Rates on the first day of the month, plus two percent, for the period during which the payment is late. This right is an alternative to but does not negate or delay Seller's right to retain deposits if Purchaser defaults by failing to timely make payments.

2. Any changes or additions requested after the Order Due Date as listed in Item B.c. shall be subject to additional charges and approval by Seller. Should any changes or additions delay the delivery of the Aircraft, Seller shall be authorized to adjust the Scheduled Delivery Month upon written notice to Purchaser. Purchaser agrees Seller shall appoint the Aircraft in Seller's demonstration aircraft configuration, as may be in effect from time to time, if Purchaser fails to submit an order for optional equipment and interior and exterior selections by the Order Due Date.

3. To pay for: (i) additional or substituted optional equipment ordered by Purchaser pursuant to Clause 2 immediately above; (ii) Seller's charges, if any, for changes or additions requested by Purchaser; (iii) any national, state, or local taxes other than taxes on income applicable to this sale or transaction whether imposed on either Purchaser or Seller (whether imposed at the time of delivery and sale or thereafter); (iv) transportation charges for delivery if mutually agreed to be other than at Wichita, Kansas; (v) any import duties, import taxes, or other import charges imposed by other than the United States Government; and (vi) any other applicable charges as mutually agreed to.

4. Within seven (7) days after the Ready-for-Delivery-Date, to accept delivery of the Aircraft at Wichita, Kansas, and to pay Seller the balance due on the Aircraft and all other charges due under this Agreement (less appropriate credit for trade-in aircraft where applicable). In all events, the full balance due on the Aircraft and all other charges shall be paid no later than seven (7) days following the Ready-for-Delivery-Date or upon delivery of the Aircraft, whichever first occurs. If any charges are not known at that time, the same shall be paid immediately upon advice from Seller to Purchaser. Seller reserves the right to assess additional charges for Aircraft storage if the Aircraft is not removed from Seller's premises within seven (7) days after the Ready-for-Delivery-Date and Purchaser agrees to pay such charges prior to removing the Aircraft.

5. To pay Kansas State Sales Tax or to execute a Kansas State Sales Tax

Exemption Certificate.

6. To comply with all applicable U.S. Government export and re-export regulations.

SECTION IV—General Terms

1. Prior to acceptance by Purchaser, the Aircraft shall be subject to inspection and a flight test of not more than five (5) hours' duration controlled by Seller and participated in by not more than two (2) of Purchaser's representatives. Seller shall have a reasonable time to correct any discrepancies disclosed by such flight test and, if necessary, the Ready-for-Delivery-Date will be adjusted accordingly. Acceptance of the Aircraft, as evidenced by receipt acknowledging delivery, shall constitute Purchaser's agreement that the Aircraft conforms to the specifications, standards, and other requirements of the Agreement or is otherwise acceptable to Purchaser.

2. Risk of loss shall pass from Seller to Purchaser upon execution of receipt acknowledging delivery of the Aircraft.

3. Seller shall not be liable to Purchaser for any delay in making delivery for any cause whatsoever; provided, however, if Seller should fail to make delivery within ninety (90) days after the Scheduled or Rescheduled Delivery Month and such failure is not due to fire, flood, strikes, or other industrial disturbances, accident, war, riot, insurrection, delay in vendor deliveries, or other causes beyond the control of the Seller, or if for any reason Seller should fail to make delivery within one hundred eighty (180) days after the Scheduled Delivery Month, as adjusted if necessary, Purchaser shall have the right to demand return of all deposits paid to Seller, unless Purchaser agrees to a later Scheduled Delivery Month. If Purchaser makes such a demand, interest on returned deposits shall be computed from the date of receipt of the respective deposits by Seller to the date Seller forwards the refund to Purchaser at the one (1) month LIBOR rate as advertised in the Wall Street Journal under Money Rates on the first day of the month in which it is determined that a refund with interest will be made. Upon return of deposits plus interest this Agreement shall end. Purchaser agrees that its sole remedy for any failure of Seller to perform any part of this Agreement is limited to the return of deposits plus interest.

4. CESCOM reports will be furnished Purchaser at no additional charge for one (1) year from date of delivery provided Purchaser furnishes Seller the required data and information. CESCOM does not replace Purchaser's obligation to comply with applicable governmental regulations as to maintenance, repair, and operation of the Aircraft. CESCOM reports to be furnished by Seller will be based on information furnished by Purchaser and other owners of CITATION X aircraft. Seller shall have no liability because of any errors in or omissions from such data and reports.

5. Any notices given pursuant to this Agreement shall be sent by mail or certified mail, courier service, or teletax addressed, in case of notice to Seller, to Vice President, Administration, Citation Marketing, The Cessna Aircraft Company, P.O. Box 7706, Wichita, Kansas 67277, Teletax No. 316/517-6640, and, in case of notice to the Purchaser, to the name and address appearing in Item 2, or such other address as the party to receive the notice from time to time shall designate in writing.

6. This Agreement is wholly integrated and is the sole agreement controlling this purchase and sale and is exclusive of any other express, implied, verbal, or written representations, omissions, or agreements, and is binding on Purchaser and Seller, their heirs, executors, administrators, successors or assigns. This Agreement, including the rights of Purchaser hereunder, may not be assigned by Purchaser except to a wholly-owned subsidiary or successor in interest by name change or otherwise or to a financial institution for the purpose of providing financing or leasing to Purchaser and then only upon the prior written consent of Seller. Purchaser acknowledges receipt of a written copy of this Agreement which may not be modified in any way except by written agreement executed by authorized representatives of all parties.

7. If Seller is the prevailing party in legal proceedings to enforce Clause 3, (iii) or Clause 3, (v) of Section III hereof, then Seller shall be entitled to recover all expenses, including attorney's fees and costs.

8. Purchaser and Seller expressly agree to exclude from this Agreement the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto. This Agreement shall be governed in all respects and shall be construed, and the legal relationships between the parties shall be determined, in accordance with applicable commercial law of the State of Kansas, U.S.A., including, but not limited to, the Uniform Commercial Code as the same may be enacted and in force from time to time in that jurisdiction, but, unless Purchaser resides in the State of Kansas, the provisions of the Kansas Consumer Protection Act, K.S.A. 50-623, et. seq. as may be in effect from time to time shall not apply to this Agreement or the parties hereto.

This Agreement shall become a binding contract upon its final acceptance and execution by Seller in Wichita, Kansas.

WS021943

1. SELLER: Citation Marketing
The Cessna Aircraft Company
P.O. Box 7706
Wichita, Kansas 67277

2. PURCHASER: ~~Western Resources, Inc.~~ WESTER AVIATION INC
Address: 818 South Kansas Avenue
Topeka, Kansas 66612

3. AIRCRAFT: Cessna Model 750 CITATION X as described in Specification and Description, dated Sept. 1998 Rev. (the "Specification") a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference and made a part hereof.

4. BASE PRICE U.S.\$ 15,995,000.00
750-0167

5. Unless stated otherwise in the Agreement, a Trade-in Agreement is not part of this Purchase Agreement.

6. OPTIONAL EQUIPMENT AND MISCELLANEOUS CHARGES: Option Price List Dated March 2000 Effective Unit 200" Del.
Optional Equipment (including interior/exterior) to be specified on or before December 13, 2000.
Special Conditions as specified in Exhibit B (attached).
Sales Allowance (300,000.00)

TBD - To Be Determined

*Excludes TBD. The TBD pricing is not included in the Aircraft pricing shown below.

Optional Equipment and Miscellaneous Charges: U.S.\$ TBD

TOTAL PURCHASE PRICE: U.S.\$ 15,695,000.00*

7. PAYMENT TERMS:

- a. Initial Deposit due upon Agreement execution by Purchaser U.S.\$ 250,000
- b. Second Deposit due upon invoice after execution of Preliminary Delivery Month Agreement U.S.\$ 1,000,000
- c. Third Deposit due 12 months prior to Preliminary Delivery Month U.S.\$ 2,000,000
- d. X Balance due upon delivery U.S.\$ 12,445,000.00*

- 8.a. Preliminary Delivery Month F.A.F. Wichita, Kansas, is November 2001
- 8.b. Scheduled Delivery Month will be established by Seller six (6) months prior to the Preliminary Delivery Month and notice thereof will be furnished to Purchaser.
- 8.c. Optional Equipment and Interior and Exterior Selections Order Due Date is December 13 2000.

9. SPECIAL CONDITIONS: Due to the time span between the date of this Purchase Agreement and the Scheduled Delivery Month of the Aircraft, Seller reserves the right to revise the "Specification" whenever occasioned by product improvements, U.S. Government regulations, or other good manufacturing and/or vendor cause as long as such revisions do not result in a reduction in guaranteed performance standards, as defined in the Specification. Seller shall notify Purchaser of any such revisions.

10. GENERAL TERMS: If any portion of this Agreement is invalid or unenforceable, this Agreement shall be considered divisible as to such provisions and the remainder of the Agreement valid and binding as though such provisions were not included herein.

The signatories to this Agreement verify that they have read the complete Agreement, understand its contents, and have full authority to bind and hereby do bind their respective parties.

PURCHASER AND SELLER ACKNOWLEDGE AND AGREE BY EXECUTION OF THIS AGREEMENT THAT THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE EXPRESSLY MADE PART OF THIS AGREEMENT.

EXCEPT FOR THE EXPRESS TERMS OF SELLER'S WRITTEN LIMITED AIRCRAFT WARRANTY WHICH ARE SET FORTH IN THE SPECIFICATION (EXHIBIT A), SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE 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. THE WRITTEN LIMITED AIRCRAFT WARRANTY OF SELLER IS IN LIEU OF ANY OTHER WARRANTY, OBLIGATION OR LIABILITY WHATSOEVER BY REASON OF THE MANUFACTURE, SALE, LEASE OR USE OF THE AIRCRAFT AND NO PERSON OR ENTITY IS AUTHORIZED TO MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES OR TO ASSUME ANY OBLIGATIONS ON BEHALF OF SELLER REGARDING THE AIRCRAFT WARRANTY. THE REMEDIES OF REPAIR OR REPLACEMENT ARE THE ONLY REMEDIES AVAILABLE UNDER SELLER'S WRITTEN LIMITED AIRCRAFT WARRANTY. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOSS OF TIME, INCONVENIENCE, OR COMMERCIAL LOSS. THE ENGINES AND ENGINE ACCESSORIES ARE SEPARATELY WARRANTED BY THEIR MANUFACTURER AND ARE EXPRESSLY EXCLUDED FROM THE LIMITED AIRCRAFT WARRANTY OF SELLER. THE LAWS OF SOME STATES DO NOT PERMIT CERTAIN LIMITATIONS ON WARRANTIES OR REMEDIES. IN THE EVENT OF SUCH A LAW APPLIES THE FOREGOING EXCLUSIONS AND LIMITATIONS ARE AMENDED INsofar AND ONLY INsofar AS REQUIRED BY SAID LAW.

PURCHASER
WESTER AVIATION, INC. WESTER AVIATION, INC.
Topeka, Kansas 66612
By: [Signature]
Title: Executive Vice President, Chief Administrative Officer
Date: 8/24/00

SELLER
Citation Marketing
The Cessna Aircraft Company
Wichita, Kansas
By: [Signature]
Title: Vice President, Administration
Date: August 25, 2000

1. Seller (White) 2. Purchaser (Green) 3. Contract Admin. (Canary) 4. Regional Manager (Pink) 5. Accounting (Goldenrod)
CA-561-X-0999

REDACTED

08/24/00 09:38

AVIATION SRVS

2001

AUG 24 '00 18:22AM CESSAIRCRAFT CO

P.2

Exhibit B

Purchase Agreement No. CJ-X- 2400

CitationX

SPECIAL CONDITIONS

1. In lieu of the standard FlightSafety International (FSI) training package, the Seller agrees to provide the Purchaser with three (3) initial pilot training courses and two (2) initial mechanic training courses at no additional cost to the Purchaser.

If Purchaser so desires, any one (1) initial pilot training course may be exchanged for two (2) pilot recurrent training courses at no additional cost. Also, any one (1) initial mechanic training course may be exchanged for two (2) mechanic recurrent training courses at no additional cost.

2. Seller, in the sequence of firm orders received with similar requests, agrees to notify Purchaser of the availability of an earlier non-demonstrator Citation X, if the Aircraft delivery date can be improved by at least 90 days. Upon notification by Seller of the availability of an earlier non-demonstrator unit, Purchaser shall have three working days to accept or decline Seller's offer of an earlier non-demonstrator unit at the then applicable unit price. If Purchaser declines or does not respond to Seller's offer, Purchaser agrees that this clause has been satisfied and that it will be removed from Seller's notification list.

Please Sign & Date:

Purchaser:

Seller:

[Handwritten Signature]
[Handwritten Signature]

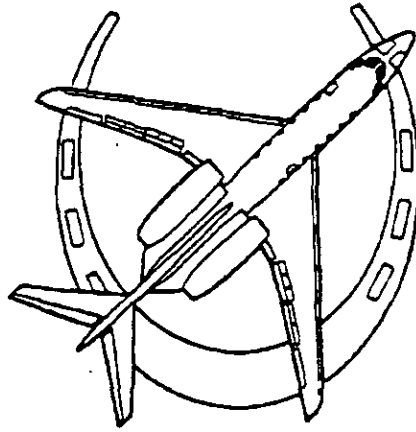


WS021945

EXHIBIT A

147

CitationX



**SPECIFICATION
AND
DESCRIPTION**

(Unit 750-0067 & on)

SEPTEMBER 1998

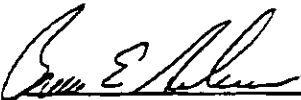
REVISION B

2. The net effect of the above-mentioned changes ~~Increases~~ the price by the amount of \$ 2,366,275.00, resulting in the **TOTAL PURCHASE PRICE** being revised to **\$18,061,275.00** (includes sales allowance), and the delivery date being **remaining November, 2001**.
3. Except as provided in this Amendment, all terms and conditions of the Agreement are hereby ratified and confirmed by the parties.

IN WITNESS WHEREOF, the parties have executed this Amendment of the Agreement on the date first above written.

Westar Aviation, Inc.

Cessna Aircraft Company

By: 

By: 

Title: Director Aviation Services

Title: Customer Account Manager

Vault

AMENDMENT NO. 2

THIS AMENDMENT NO. 2 ("Amendment") is made this 4th. day of January, 2001, between Cessna Aircraft Company ("Seller") and Westar Aviation, Inc. ("Purchaser");

WHEREAS Seller and Purchaser have previously entered into a Purchase Agreement No. CJ-X-2400, dated August 25, 2000 for Unit No. 750-0167 and

WHEREAS Seller and Purchaser now desire to amend said Agreement.

FOR CONSIDERATION of the mutual promises, agreements and understandings contained in the Agreement and all Amendments thereto, Seller and Purchaser (the "parties") agree as follows:

- 1. *(Add)*
Interior / Exterior Rev "A" \$ 1,877,800

- 2. *(Delete)*
Interior / Exterior "Basic" \$ 1,879,600

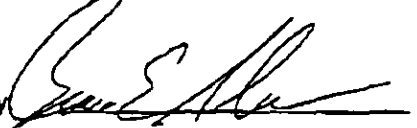
The net effect of the above-mentioned changes, decreases the price by the amount of \$ 1,800.00, resulting in the TOTAL PURCHASE PRICE being revised to \$18,059,475.00 (includes sales allowance), and the deliver date remaining November, 2001.

Except as provided in this Amendment, all terms and conditions of the Agreement are hereby ratified and confirmed by the parties.

IN WITNESS WHEREOF, the parties have executed this Amendment of the Agreement on the date first above written.

Westar Aviation, Inc.

Cessna Aircraft Company

By: 

By: 
John Donatelli

Title: Director Aviation Services

Title: Customer Account Manager

West

AMENDMENT NO. 3

THIS AMENDMENT NO. 3 ("Amendment") is made this 23th. day of January, 2001, between Cessna Aircraft Company ("Seller") and Westar Aviation, Inc. ("Purchaser");

WHEREAS Seller and Purchaser have previously entered into a Purchase Agreement No. CJ-X-2400, dated August 25, 2000 for Unit No. 750-0167, amended through Amendment No. 2 and

WHEREAS Seller and Purchaser now desire to amend said Agreement.

FOR CONSIDERATION of the mutual promises, agreements and understandings contained in the Agreement and all Amendments thereto, Seller and Purchaser (the "parties") agree as follows:

- 1. **(Add)**
PRELIMINARY DELIVERY MONTH: OCTOBER 2001

- 2. **(Delete)**
PRELIMINARY DELIVERY MONTH: NOVEMBER 2001


The net effect of the above-mentioned changes does not effect the price, resulting in the **TOTAL PURCHASE PRICE** remaining **\$18,059,475.00** (includes sales allowance), and the delivery month being revised to **October 2001**.

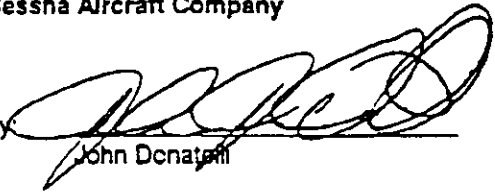
Except as provided in this Amendment, all terms and conditions of the Agreement are hereby ratified and confirmed by the parties.

IN WITNESS WHEREOF, the parties have executed this Amendment of the Agreement on the date first above written.

Westar Aviation, Inc.

Cessna Aircraft Company

By: 

By: 

Title: Director Aviation Services

Title: Customer Account Manager

Vault

AMENDMENT NO. 4

THIS AMENDMENT NO. 4 ("Amendment") is made this 11th. day of September, 2001, between Cessna Aircraft Company ("Seller") and Westar Aviation, Inc. ("Purchaser");

WHEREAS Seller and Purchaser have previously entered into a Purchase Agreement No. CJ-X-2400, dated August 25, 2000 for Unit No. 750-C167, amended through Amendment No. 3 and

WHEREAS Seller and Purchaser now desire to amend said Agreement.

FOR CONSIDERATION of the mutual promises, agreements and understandings contained in the Agreement and all Amendments thereto, Seller and Purchaser (the "parties") agree as follows:

- 1. *(Add)*
Interior / Exterior Specification Revision "E" \$ 1,857,800

- (Delete)*
Interior / Exterior Specification Revision "D" \$ 1,877,800

The net effect of the above-mentioned changes decreases the price by \$20,000.00, resulting in the TOTAL PURCHASE PRICE revising to \$18,039,475.00 (includes sales allowance), and the delivery month remaining October 2001.

Except as provided in this Amendment, all terms and conditions of the Agreement are hereby ratified and confirmed by the parties.

IN WITNESS WHEREOF, the parties have executed this Amendment of the Agreement on the date first above written.

Westar Aviation, Inc.

Cessna Aircraft Company

By: *[Signature]*

By: *[Signature]*

John Dopotelli

Title: *Executive Director*

Title: Customer Account Manager

**AMENDMENT NO. 5
CONSENT TO ASSIGNMENT**

By this AMENDMENT NO. 5 CONSENT TO ASSIGNMENT ("Amendment") to that certain Purchase Agreement No. CJ-X-2400, dated August 25, 2000, between Cessna Aircraft Company ("Seller") and Westar Aviation Inc., 818 Kansas Avenue/P.O. Box 889, Topeka, KS 66612, for Unit No. 000167 as amended by Amendment Nos. 1 through 4 (collectively referred to herein as the "Agreement"), the undersigned for and in consideration of the mutual promises, agreements, understandings, etc., expressed in the Agreement and this Amendment, hereby agree as follows:

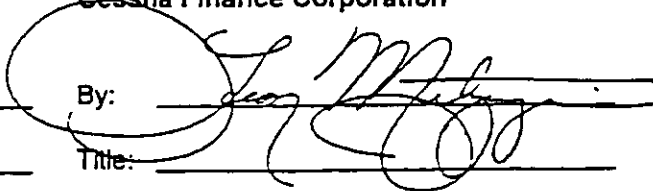
1. Seller consents to the assignment of the Agreement from Westar Aviation Inc. to Westar Leasing, Inc. (both hereinafter collectively referred to as "Assignor") and from Westar Leasing, Inc., to Cessna Finance Corporation ("Assignee") with the understanding that Cessna Finance Corporation agrees to assume all rights, liabilities, and obligations of Assignor under the Agreement, in accordance with the terms and conditions thereof, and the Agreement is amended such that Assignee is now the Purchaser for all purposes under the Agreement.
2. Deposits held by Seller for the account of Assignor shall henceforth be held for the account of Assignee.
3. If Assignee does not fully and completely perform all obligations of Assignor under the Agreement, then, in accordance with the terms and conditions of the Agreement, all rights, obligations, and liabilities under the Agreement revert to Assignor and Seller may enforce the Agreement against Assignor as if this Amendment never occurred.
4. Except as provided in this Amendment, all terms and conditions of the Agreement are hereby ratified and confirmed by the parties.

Effective November 5, 2001, the parties hereto have executed triplicate originals and furnished one to each.

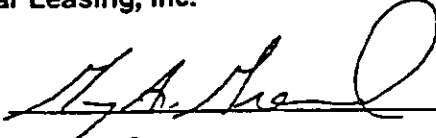
Westar Aviation Inc.

By: 
Title: PRESIDENT

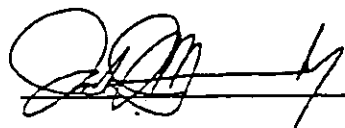
Cessna Finance Corporation

By: 
Title: _____

Westar Leasing, Inc.

By: 
Title: Vice President & Treasurer

Cessna Aircraft Company

By: 
Title: DIRECTOR, CITATION ADMINISTRATION