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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES |
| | | | 1 2 |
| 2. AMENDMENT/MODIFICATION 0003 | 3. EFFECTIVE DATE 03/28/2007 | 4. REQUISITION/PURCHASE REQ | 5. PROJECT (If applicable) |
| 6. ISSUED BY AMQ-340 CONTRACT MANAGEMENT TEAM FAA AERONAUTICAL CENTER P O BOX 25082 MPB ROOM 369 OKLAHOMA CITY OK 73125 | CODE AMQ0340-ARC | 7. ADMINISTERED BY (If other than Item 6) CODE AMQ340-ARC AMQ-340 CONTRACT MANAGEMENT TEAM FAA AERONAUTICAL CENTER P O BOX 25082 MPB ROOM 369 OKLAHOMA CITY OK 73125 | |

| | | |
|---|-------------------------------------|--|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HUMMINGBIRD HELICOPTER SERVICE LLC 120 CHURCH ST YALESVILLE CT 06492 | <input checked="" type="checkbox"/> | 9A. AMENDMENT OF SOLICITATION |
| | | 9B. DATED (SEE ITEM 11) |
| | <input checked="" type="checkbox"/> | 10A. MODIFICATION OF CONTRACT/ORDER DTFAAC-05-D-00053 |
| | | 10B. DATED (SEE ITEM 13) 06/03/2005 |
| CODE | FACILITY CODE | |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning [] copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER AS DESCRIBED IN ITEM 14.

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| <input checked="" type="checkbox"/> | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14. |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| | D. OTHER (Specify type of modification and authority) Bilateral- By mutual agreement of the parties. |

IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by section headings, including solicitation/contract subject matter where feasible.)

***See Page 2.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| | | | |
|---|-------------------------------|--|--------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) CHARLES R. PRIESTLEY, MANAGING MEMBER | 15C. DATE SIGNED 01 MAR 07 | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Brenda L. Welchel Contracting Officer | 16C. DATE SIGNED MAR 5 2007 |
| 15B. CONTRACTOR/OFFEROR Charles R. Priestley (Signature of person authorized to sign) | | 16B. UNITED STATES OF AMERICA BY: Brenda L. Welchel (Signature of Contracting Officer) | |

Modification 0003 is issued at no cost to either party to reflect a change in the contractor's address and in the principal place of training effective March 28, 2007, as follows:

I. Page 1 - Block 8 - Name and Address of Contractor

Contractor's address will change from: 120 Church St., Yalesville, CT 06492, to: 501 N. Industrial Park Road, Hanger #28, Hammond, LA 70401

II. Part I - Section F.2- Principal Place of Training

The principal place of training will change from: Yalesville, CT to: Hammond, LA for all training categories.

III. The change of address listed above will be incorporated into the next modification issued on or after March 28, 2007.

IV. The principal place of training change listed above will be incorporated on March 28, 2007, by REMOVING Page 18 of the contract and REPLACING it in lieu thereof with attached page 18R.

V. The estimated value of the contract remains unchanged at \$777,840.00.

PART I - SECTION F - DELIVERIES OR PERFORMANCE

F.1 AUTHORIZED PERFORMANCE (JAN 1997)

CLA.0168

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

F.2 PRINCIPAL PLACE OF TRAINING (JAN 1997)

CLA.0180r

The contractor shall enter below the principal place of performance where ground school and flight training will be conducted. In the event the flight training is conducted at a location other than where the ground school is located, the contractor shall furnish all necessary transportation to these location(s). If air transportation is arranged by the contractor, such transportation shall consist of a confirmed reservation in "coach" class as a minimum for each student.

| Type of Training | Location (City and State) |
|-----------------------------|---------------------------|
| Ground School | <u>Hammond, LA</u> |
| Flight - Reciprocating Dual | <u>Hammond, LA</u> |
| Flight - Reciprocating PIC | <u>Hammond, LA</u> |
| Flight - Turbine Dual | <u>Hammond, LA</u> |

F.3 TRAINING SCHEDULE (FEB 1997)

CLA.0241r

(a) The contractor shall start the training described in this contract within 30 calendar days after receipt of either an oral or written notice from the Contracting Officer that a requirement exists to furnish such training.

(b) Exact training dates will be by mutual agreement of both parties. The following is the best quarterly estimate at this time and may be revised during the contract period.

| | | | | |
|------------|---------------|---------------|----------------|---------------|
| FY05 QTR 3 | 0 Line Item 1 | 0 Line Item 2 | 10 Line Item 3 | 0 Line Item 4 |
| 4 | 1 Line Item 1 | 1 Line Item 2 | 12 Line Item 3 | 0 Line Item 4 |
| FY06 QTR 1 | 0 Line Item 1 | 0 Line Item 2 | 12 Line Item 3 | 1 Line Item 4 |
| 2 | 0 Line Item 1 | 0 Line Item 2 | 10 Line Item 3 | 0 Line Item 4 |
| FY05 QTR 3 | 0 Line Item 5 | 4 Line Item 6 | 0 Line Item 7 | |
| 4 | 0 Line Item 5 | 4 Line Item 6 | 0 Line Item 7 | |
| FY06 QTR 1 | 1 Line Item 5 | 4 Line Item 6 | 1 Line Item 7 | |
| 2 | 0 Line Item 5 | 4 Line Item 6 | 0 Line Item 7 | |