SINGLE SOURCE AWARD **BID # SS-0265-20**

Subject: Bell 407GXi Helicopters

Department: Sheriff's Office

Description of Purchase:

Recommend approval of single source award to Bell Textron, Inc. for two (2) Model 407GXi Bell Helicopters with warranties for three (3) years/1,000 hours. Due to lead time of the manufacturing of the aircraft, no funds will be encumbered until fiscal year 2021. Total not to exceed expenditure in the amount of $11,866,086.46.

Purchase Agreement to be executed through the Office of General Counsel

Funding Source: Fiscal Year 2021 – Contingent on funding appropriated in future budgets

Single Source Award To: Bell Textron, Inc.

Price Justification: See attachment

Total Award: $11,866,086.46 **Requisition #:** N/A

Attachments: Single Source Form, Vendor Letter and Sample Purchase Agreement

Certification as to Single Source: Mike Bruno, Director of Patrol & Enforcement

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Analyst: Taryn Manser

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY DATE: _____

APPROVED_____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Jacksonville Sheriff's Office

Duval County, Florida

Mike Williams, Sheriff

501 E. Bay Street
Jacksonville, FL 32202

To: Gregory Pease
Chief of Procurement

Thru: Bill Clement, CPA
Chief of Budget

From: Mike Bruno (MB)
Director of Patrol & Enforcement

Subject: Request for Single Source Award with Bell Textron, Inc., for two Model 407GXi Helicopters

Date: August 20, 2019

We are requesting approval for a single source award with Bell Textron, Inc., for two Model 407GXi Helicopters. Bell Textron, Inc. is the original equipment manufacturer (OEM) and the sole distributor of the helicopters. The purchase includes a new helicopter warranty – three (3) years/1,000 hours. The total not to exceed expenditure amount is $ 11,866,086.46. Due to the lead time on the manufacturing and outfitting of the aircraft, no funds will be encumbered until fiscal year 21. This procurement will be contingent of funding being appropriated in future budgets. Attached are the single source request, single source justification letter, purchase agreement which includes Appendix 1 Equipment for Purchase. We are requesting that the purchase agreement be executed through the Office of General Counsel.

Please let me know if you need any additional information.

026-10

SINGLE SOURCE REQUEST

Pursuant to the City of Jacksonville Procurement Code § 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments.

REQUESTING AGENCY (DEPT./DIVISION): Jacksonville Sheriff's Office

FUNDING SOURCE: TBD FY21

BRIEF DESCRIPTION OF GOODS/SERVICES:

Two Model 407GXi Bell Helicopters

AMOUNT OF PROJECT (attach quote): $11,866,086.46

PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED (ATTACH QUOTE/PROPOSAL):

Two Model 407GXi Bell Helicopters

PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:

Bell Textron, Inc. is the Original Equipment Manufacturer (OEM) and is the the sole distributor of the Bell Model 407GXi helicopter. JSO has been operating Bell Helicopters for over 50 years. Our Pilots have trained, conducted FAA Check rides, performed annual and monthly training in Bell Helicopters. JSO Aviation Unit Maintenance staff have been trained to work on Bell Aircraft. We currently have a Bell 407 and it is imperative we continue to operate Bell aircraft to maintain fleet uniformity with two additional Bell 407's.

ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:

We have researched and found that Bell Textron Inc., is the Original Equipment Manufacturer (OEM) and is the sole distributor of new Bell Model 407GXi helicopters in the United States.

Submitted by: David Anderson — Sergeant

(Name) — **(Title)**

Date:

Requesting Agency's Director's Signature: M. B 5518

Procurement Division ____

March, 2017

20 August 2019

Attention: City of Jacksonville Sheriff's Office

Subject: Bell Textron Inc.

Chief William Clement:

This letter is to certify that Bell Textron Inc. (Bell) headquartered in Fort Worth, Texas, is the Original Equipment Manufacturer (OEM) and sole distributor of new Bell Model 407GXi helicopters in the United States.

Regards,

Veronica Rojas
Manager, Commercial Contracts | Bell

Office: +1-817-280-1290
Mobile: +1-817-403-7424

Post Office Box 482
Fort Worth, Texas 76101
Tel: 817.280.1290

Manser, Taryn

From: Pease, Gregory
Sent: Tuesday, September 24, 2019 11:18 AM
To: Manser, Taryn; Laidler, Marilyn
Subject: FW: Helicopter

Please print this e-mail and include as part of the file for the helicopter award. Thanks.

Gregory W. Pease
Chief of Procurement
Finance and Administration Department
Procurement Division
City of Jacksonville
214 N. Hogan St
Jacksonville, FL 32202
Ph. 904.255.8801
Fax 904.255.8838

CITY OF JACKSONVILLE

****** Please note that under Florida's very broad public records law, email communications to and from city officials are subject to public disclosure. ******

From: Clement, William J. [mailto:William.Clement@jaxsheriff.org]
Sent: Tuesday, September 24, 2019 10:53 AM
To: Pease, Gregory
Subject: FW: Helicopter

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Greg, please see the response from the commander of the aviation unit below. Let me know if you need something else.

Chief William Clement, CPA, #65882
Jacksonville Sheriff's Office | Budget Division
Office: 904.630.2105 | Cell: 904.716.1434
William.Clement@jaxsheriff.org

From: Anderson, David B.
Sent: Tuesday, September 24, 2019 10:51 AM
To: Clement, William J.
Subject: Helicopter

The Jacksonville Sheriff's Office has been operating Bell Helicopters for over 50 years.

Our Pilots have trained, conducted FAA Check rides, performed annual and monthly training in Bell Helicopters. The JSO Pilots are very familiar with Bell Helicopters and we look forward to continuing to operate Bell Helicopters.

The Jacksonville Sheriffs Aviation Unit Maintenance Staff has been trained to work on Bell Aircraft. In addition our Maintenance shop is built and set up to work on Bell Aircraft. Many tools that are required to work on helicopters are unique to the manufacturer. The Jacksonville Sheriff's Office currently has a Bell 407. The Jacksonville Sheriff's Office is keeping this Bell 407 and is in the process of acquiring two Bell 407's. ***It is imperative we continue to operate Bell aircraft to maintain fleet uniformity***.

"Other" helicopter manufactures develop helicopters that have opposite rotating rotor systems. This means that all current and future pilots would have to attend a Factory School at a cost of approximately $25,000 per pilot and also still attend a Bell factory School which is approximately $25,000 per pilot. Mixed helicopter fleets with opposite flight controls are not good and would require double the training to maintain currency and maintain requirements for Risk Assessment and Management.

The Jacksonville Sheriffs Aviation Unit Maintenance Department would also have to attend Factory School for each make helicopter. The approximate cost would be $15,000 for each make of helicopter per maintenance staff.

The Jacksonville Sheriffs Aviation Unit Maintenance Department would also have to be "re-tooled". (acquire all the necessary tools to work on any make other than Bell).

Please accept this statement as to why we are obtaining Bell Helicopters instead of another brand of helicopter.

Police Sergeant David B. Anderson, Jr, #7108
Jacksonville Sheriff's Office | Air Unit Commander
Desk: 904.642.0422 | Cell: 904.509.2909
david.anderson@jaxsheriff.org

Connect with us: jaxsheriff.org or on social media
The Mission of the Jacksonville Sheriff's Office: "To Serve and Protect in Partnership with Our Community"

BELL TEXTRON INC.
3255 Bell Flight Boulevard
Fort Worth, TX 76118
FAX: 817-278-8745
Attn: Director of Commercial Contracts
E-mail: contracts@bellflight.com

PURCHASE AGREEMENT
(New Helicopters)
Model: 407GXi
Date: 19 August 2019
Reference No. 21656

The parties to this Agreement are **BELL TEXTRON INC.**, a Delaware corporation, having its principal place of business in Fort Worth, Tarrant County, Texas, U.S.A., (hereinafter "Seller") and:

Customer Name:	**City of Jacksonville Sheriff's Office**
Customer Address:	855-18 St Johns Bluff Rd Jacksonville, Florida, 32225 United States
Contact Name:	Sgt. David Anderson
Contact Title:	Aviation Commander
Telephone:	904-642-0422
E-mail:	david.anderson@jaxsheriff.org

(Hereinafter "Purchaser")

In consideration of the following promises and mutual agreements, the parties agree as follows:

ARTICLE 1: DESCRIPTION AND PRODUCTION CONFIGURATION. Seller agrees to sell and Purchaser hereby agrees to purchase from Seller the equipment in the quantities and at the agreed unit and total prices, all as set forth on Appendix 1 and any Amendment(s) thereto (hereinafter "Equipment"). The Equipment will be manufactured in accordance with Seller's production configuration at the time of manufacture for the selected model (hereinafter "Production Configuration"). Seller unilaterally reserves the right to revise the Production Configuration at any time to conform to regulations of any civil aviation authority or Seller's current manufacturing, design, or engineering requirements. Such revisions may result in changes to the Acceptance Month and/or Purchase Price. Seller will notify Purchaser as soon as practicable if manufacturing changes will affect Acceptance Month as defined in Article 4. Purchaser agrees that Seller accepts no liability to Purchaser as a result of any delays necessary due to manufacturing changes. Except as otherwise provided under this Agreement, any increase to the Purchase Price will be agreed to by both parties in a written amendment to this Agreement.

ARTICLE 2: PURCHASER'S CONFIGURATION. Purchaser shall provide a detailed configuration as soon as practicable, but no later than six (6) months (180 days) prior to the Acceptance Month specified in Article 4. If the date on this Agreement is within six (6) months of the Acceptance Month as specified in Article 4, Purchaser shall provide the detailed configuration within fourteen (14) calendar days of signature of this Agreement. Appendix 1 will be amended to reflect the Purchaser Specified Configuration and final pricing as may be required.

a. **Definition.** A Detailed Configuration includes interior and exterior definitions, kits, installed accessories and customizing.

b. **Late Configuration.** If Purchaser does not provide a Detailed Configuration when required, Seller may, at its sole discretion, take any one or any combination of the following actions: (a) change the Acceptance Month; (b) increase the price, (c) levy inventory carrying costs, hangar fees or costs for any required maintenance actions.

c. **Configuration Changes.** Any Purchaser requested configuration changes to the Equipment will be agreed to by both parties in a written amendment to this Agreement and may result in an adjustment to the total purchase price of the Equipment, payment schedule and/or Acceptance Month as defined in Article 4.

ARTICLE 3: PRICING AND PAYMENT TERMS. Purchaser shall pay Seller the total purchase price for the Equipment as specified in Appendix 1, or as specified in any Amendment(s) thereto. The price of the Equipment does not include any sales, use, personal property, value-added, excise or similar tax or assessments which may be imposed by any governmental authority upon this sales transaction, the Equipment or the use of the Equipment by Purchaser, and any such costs if imposed shall be the responsibility of the Purchaser.

a. **Balance of Payment.** The Balance of Payment must be received and accepted by Seller at time of aircraft delivery as defined in Article 4. To avoid delays in delivery, Purchaser is encouraged to make final payment by wire transfer no later than 72 hours prior to Acceptance.

b. **Acceptable Methods of Payment.** All payments shall be made in United States dollars by a single wire transfer, check drawn from Purchaser's account or such other negotiable instruments acceptable to Seller. Details of acceptable

payment methods are contained in the Payment Policy attached to this Agreement as Exhibit 1.

c. **Financing Equipment.** Purchaser shall notify Seller at least thirty (30) calendar days prior to the first calendar day of the Acceptance Month specified in Article 4 if Purchaser intends to finance the Equipment (such notification date hereinafter called "Notification Date"). If Purchaser is unable to obtain approved financing within sixty (60) days after the Notification Date, Seller reserves the right to terminate this Agreement and retain all payments previously made by Purchaser as liquidated damages but not as a penalty.

d. **Taxes.** Purchaser agrees to pay and indemnify Seller against taxes or assessments as referenced herein (including interest or penalties that may arise from nonpayment), as well as any withholding taxes, customs, duties or other assessments by any governmental authority so that in all instances Seller receives payment (after any taxes or assessments) equal to the sales price. Purchaser agrees to execute any documentation necessary to avoid the imposition of or receive exemption from applicable taxes. These provisions shall inure to any successor or approved assignee of Purchaser and shall survive until six (6) months after the expiration of any applicable statute of limitations.

ARTICLE 4: ACCEPTANCE AND DELIVERY. The Equipment shall be accepted by Purchaser at Seller's facility by the date stated for each aircraft in Appendix 1 and any Amendment(s) thereto. If Purchaser is financing the Equipment, Seller may, at its sole discretion, change the Acceptance Month on a day-for-day basis for delay created in receipt of financing approval.

Purchaser may elect to inspect and accept the Equipment at Seller's designated facility or may elect to waive such inspection and accept the Equipment by waiver.

a. **Notice.** Seller will notify Purchaser at least fifteen (15) calendar days prior to the date the Equipment will be available for inspection (hereinafter "Inspection Date").

b. **Inspection.** No later than ten (10) calendar days after the Inspection Date, Purchaser shall inspect and flight test the Equipment at Seller's facility. In the event the Equipment is not in compliance with this Agreement, Purchaser shall specify to Seller in writing any deficiencies with the Equipment. Following cure of such deficiencies, the parties shall continue the acceptance procedure. Purchaser may elect to waive such inspection and accept the Equipment by waiver as described in paragraph c below.

c. **Acceptance and Acceptance Date.** If the Equipment is in compliance with the terms of this Agreement, Purchaser shall execute either a Seller's Certificate of Acceptance or a Seller's Certificate of Acceptance with Waiver of Inspection (collectively "Certificate of Acceptance"), sent by E-mail or FAX for the Equipment. Purchaser's execution of this document shall constitute final acceptance of the Equipment and serve as Purchaser's acknowledgement that the Equipment conforms to the specified configuration and the requirements of this Agreement ("Acceptance"). The date of execution by Purchaser of the Certificate of Acceptance shall be deemed to be the "Acceptance Date".

d. **Failure to Inspect/Accept the Equipment.** If Purchaser fails to inspect and accept the Equipment within the ten (10) calendar days specified above for reasons not attributable to Seller, Seller shall, at its sole discretion, have the option to terminate this Agreement and retain all payments previously made by Purchaser as liquidated damages but not as a penalty and/or to assess inventory carry costs to Purchaser. These costs may include, but are not limited to, things such as hangar fees or costs for any required maintenance actions.

e. **Delivery.** Seller will deliver the Equipment EXW (EX Works - INCOTERMS 2010) Seller's facility as specified in Appendix 1 and any Amendments thereto. If delivery of the Equipment is to be other than one of Seller's designated facilities, alternate delivery details must be agreed to at least 30 days prior to delivery and may result in additional charges to the Purchaser as reasonably determined by Seller.

f. **Temporary Equipment Hold.** Purchaser shall remove the Equipment within ten (10) calendar days following Acceptance. If Purchaser does not remove the Equipment on or before the tenth day, Seller may, at its discretion, assess a storage fee equal to five hundred dollars ($500.00) per day for each calendar day beyond the ten (10) day period. Furthermore, Purchaser agrees to pay any additional costs incurred by Seller for any scheduled maintenance performed on the Equipment or other costs incurred by Seller while still under Seller's care and control.

ARTICLE 5: RISK OF LOSS AND TRANSFER OF TITLE. Risk of loss of the Equipment shall pass to Purchaser upon receipt by Seller of the signed Certificate of Acceptance as defined in Article 4. Seller shall transfer title to the Equipment free and clear of any and all liens, privileges, encumbrances, charges and rights of others either directly to the Purchaser or, in the case of financed Equipment, per the terms of the fully executed finance documentation upon receipt and acceptance of all monies owed under this Agreement.

Purchaser has sole responsibility for registration of the aircraft on the U.S. Registry or foreign country civil aviation registry as required by applicable law. Title of the Equipment shall be transferred from Seller to the Purchaser upon the Effective Date of the Bill of Sale executed by the Seller.

ARTICLE 6: TRAINING. Any training provided by Seller specified in Appendix 1 herewith must be used no earlier than six

(6) months prior to and no later than one (1) year after the Acceptance Date. Such training shall be conducted at a Bell Training Academy (BTA) Approved Training Location. Purchaser shall be responsible for all expenses including without limitation, travel, lodging, and meals, incurred by Purchaser's representatives receiving training. Purchaser shall provide their own helicopter for training in a model 412. Purchaser agrees to comply with the Bell Training Academy Cancellation/Change Policy as set forth below.

Cancellation/Change Policy	
Greater than 30 calendar days from registered training course start date	No penalty
16-30 calendar days from registered training course start date	10% fee of training course list price up to $5,000.00
7 to 15 calendar days from registered training course start date	25% fee of training course list price up to $10,000.00
Less than 7 calendar days from registered training course start date	Forfeit training spot. Future training must be paid.

ARTICLE 7: EVENTS OF DEFAULT AND TERMINATION. In the event that (i) this Agreement is breached, canceled or terminated by Purchaser for any cause whatsoever, except for reasons set forth in Article 13 or (ii) Purchaser fails to pay any payments or other charges for which it is responsible under this Agreement when due, Seller shall have the right to terminate this Agreement and retain all payments previously made by Purchaser as liquidated damages but not as a penalty. In the event this Agreement is terminated by Seller for any reason other than those listed above, the sole liability of Seller shall be to return any payments made by Purchaser for Equipment not delivered.

ARTICLE 8: WARRANTY. The Equipment includes a fully transferable warranty of Three Years/1,000 Hours Non-Prorated, whichever occurs first. The terms of the Equipment warranty are set forth in Appendix 2.

ARTICLE 9: CUSTOMER ADVANTAGE PLAN. The Purchaser hereby selects one of the coverage options defined below. In the event the Purchaser elects Option 1: Warranty + Customer Advantage Plan (CAP), the Purchaser shall enter into a separate CAP Agreement to be executed by the Parties. In the event the Purchaser does not elect Option 1, or a CAP agreement is not executed by both Parties prior to Aircraft delivery, Purchaser shall be deemed to have selected Option 2: Warranty Only.

☐ **Option 1** – Warranty + Customer Advantage Plan (CAP): Warranty term 3 years or 2,000 hours, whichever occurs first, with labor reimbursement for up to 3 years as defined in the CAP Agreement.

☐ **Option 2** – Warranty only, as defined in Article 8.

ARTICLE 10: WIRE STRIKE PROTECTION. SELLER HIGHLY RECOMMENDS THE INSTALLATION OF WIRE STRIKE PROTECTION ("WSP") AS IT MAY REDUCE OR MINIMIZE THE SEVERITY OF INJURIES AND DAMAGE SUSTAINED AS A RESULT OF AIRCRAFT CONTACT WITH ABOVE GROUND CABLES AND/OR POWER LINES. BY SIGNING THIS AGREEMENT, PURCHASER ACKNOWLEDGES THAT (I) THE WSP IS INTENDED TO CAPTURE AND CUT WIRES WITHIN ITS CAPTURE PARAMETERS AND (II) THE WIRE STRIKE KIT, AS INSTALLED, WILL NOT CUT ALL CABLES OR WIRES CONTACTED BY AN AIRCRAFT IN FLIGHT, NOR PREVENT LOSS OF CONTROL AS A RESULT OF ALL WIRE STRIKE INCIDENTS. PURCHASER CERTIFIES BY SIGNING THIS AGREEMENT THAT THE WSP WAS RECOMMENDED BY SELLER AND THAT THE DECISION TO INSTALL SUCH EQUIPMENT IS AT THE SOLE DISCRETION AND RISK OF PURCHASER.

ARTICLE 11: ASSIGNMENT. Purchaser shall not assign any right, title or interest under this Agreement without Seller's written consent. Seller agrees to consent if the assignment is to a financial institution solely for the purpose of providing Purchaser financing or leasing or to facilitate a like-kind exchange under Section 1031 of the US Internal Revenue Code. Seller, in its sole discretion, may assign its rights hereunder for any purpose including without limitation, for financing purposes.

ARTICLE 12: CHOICE OF LAW AND JURISDICTION. Seller and Purchaser agree that this Agreement shall be deemed made and entered into and will be performed wholly within the State of Texas, and any dispute arising under, out of, or related in any way to this Agreement, the legal relationship between Seller and Purchaser, or the transaction that is the subject of this Agreement shall be governed and construed exclusively under the laws of the State of Texas, USA exclusive of conflicts of laws. Any dispute arising under, out of, or related in any way to this Agreement or the legal relationship between Seller and Purchaser shall be adjudicated solely and exclusively in (a) the Courts of General Jurisdiction of the State of Texas in the County of Tarrant, or (b) the Federal District Court for the Northern District of Texas, Fort Worth Division. The Seller and Purchaser agree that this forum selection is mandatory and exclusive of all other forums

ARTICLE 13: FORCE MAJEURE. If Seller shall be unable to perform its obligations under this Agreement because of intervention of a Force Majeure event, which term shall include but not be limited to strikes, lockouts or other labor disturbances, riots, epidemics, war, governmental actions, inactions or regulations (including, but not limited to, preemptive priority allocation rights of the U.S. Government), fire, weather, difficulty in obtaining qualified parts or materials, failure of performance by subcontractors or other causes beyond its control, Seller shall not be responsible for delays in acceptance, delivery or performance under this Agreement. Seller shall give reasonable notice to Purchaser upon the occurrence of a Force Majeure event. If a delay in delivery or performance extends beyond 180 days from the last day of the scheduled Acceptance Month specified in Article 4, either party may terminate this Agreement, whereupon the sole liability of Seller shall be to return any payments made by Purchaser for Equipment not delivered.

ARTICLE 14: EXPORT REGULATIONS/COMPLIANCE WITH LAWS. The parties acknowledge that the products, services and/or information provided under this Agreement require both parties to comply with the applicable laws, rules and regulations including, but not limited to, Customs (import/export) laws and regulations, the U.S. International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR), the USA Patriot Act and the U.S. Foreign Corrupt Practices Act (FCPA) and similar laws of all such jurisdictions where the Equipment will be shipped and/or operated.

a. **Government Authorization.** Purchaser agrees to cooperate fully with Seller to obtain any government authorizations that may be required for the products, services and/or information provided pursuant to this Agreement. Seller shall be entitled to terminate this Agreement if unable to secure such authorizations and Seller shall be excused from the obligation to deliver the Equipment. The sole liability of Seller shall be to return any payments made by Purchaser for Equipment not delivered. Seller shall not be liable to Purchaser for any loss, cost or expense arising from such termination or non-delivery (including any actual, consequential or other damages of any kind whatsoever).

b. **End-Use/User Confirmation.** Purchaser shall submit a completed END-USE and END-USER STATEMENT ("End-Use Form") (reference Exhibit 2 included with this Agreement) at least six (6) months prior to the first calendar day of the Acceptance Month. If the date on this Agreement is within six (6) months of the Acceptance Month as specified in Article 4, Purchaser shall submit the completed End-Use Form within fourteen (14) calendar days of signature of this Agreement. This statement must identify the intended (i) end-user of the aircraft (name and address); (ii) end-use of the aircraft, and (iii) country(s) where aircraft will be registered and operated. Purchaser shall submit updated End-Use Forms should such information change prior to final delivery. Purchaser acknowledges that failure to provide or update this information in a timely manner may result in delays or termination of this Agreement at the sole discretion of Seller.

ARTICLE 15: KNOW YOUR CUSTOMER. Execution and performance of this Agreement, including any payments made hereunder, may be governed by applicable rules and regulations governing the transfer of money and related anti-money laundering legislation. As such, Purchaser agrees to cooperate with Seller and provide additional information in accordance with Seller's "Know Your Customer" policies, including, but not limited to, providing information regarding monies paid in the execution of this Agreement. Seller will make its best efforts to ensure that such compliance efforts do not result in delays in execution and performance under this Agreement. Nevertheless, Purchaser acknowledges that failure to meet these compliance requirements or the failure of Purchaser to cooperate with Seller in these efforts may result in delays or termination of this Agreement at the sole discretion of Seller.

ARTICLE 16: RESPONSIBILITY FOR CERTAIN LOSSES. Neither party shall hold the other responsible for loss or damage to its property or injury to or death of its employees, agents, or representatives at the facilities of the other party in the course of performing this Agreement, except as a result of the other party's willful misconduct. The foregoing applies, without limitation, to losses caused by mechanical defects, parts failure or accidents.

ARTICLE 17: LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT PURSUANT TO ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT REFLECT AN ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT, IN THE ABSENCE OF SUCH LIMITATIONS, THE TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

ARTICLE 18: SEVERABILITY AND WAIVER. If any provision of this Agreement is or becomes null or unenforceable by force of law, the other provisions shall remain valid and enforceable. Waiver of one provision by either party shall not act as waiver of any other provision.

ARTICLE 19: OUTSIDE COMPLETION SUPPORT. Purchaser acknowledges and agrees that Seller has no responsibility for providing any documentation or Seller data to Purchaser or Purchaser's designated customizing vendor to support any outside completion support not included as part of this Agreement and that any delays or costs that result from such support shall be the sole responsibility of Purchaser and its designated customizing vendor.

ARTICLE 20: NOTICES. Notices required under this Agreement shall be in writing and sent by electronic mail or FAX with confirmation to the respective parties by courier or registered mail, and to the addresses set forth in the first paragraph of this Agreement unless otherwise specified by the parties in writing. All notices delivered hereunder shall be deemed given on the date they are transmitted or placed in the hands of the post or courier for delivery as appropriate.

ARTICLE 21: ENTIRE AGREEMENT AND ORDER OF PRECEDENCE. This Agreement, together with the Appendices attached hereto, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior written or oral agreements, representations, negotiations, proposals or discussions between the parties with respect to the subject matter hereof. No modification or supplement hereto shall be effective unless in writing as an amendment to this Agreement and signed by both parties. In the event of any inconsistency between the provisions of this Agreement and any Appendix or modification thereof, such inconsistency shall be resolved by giving precedence to the document which is the most recent in time as measured by the dated signature of Seller.

ARTICLE 22: DATA PRIVACY. Seller may receive or retain Personal Data from Purchaser in connection with the purchase, registration or ongoing support of the Equipment or Services being purchased under this Agreement. For the purpose of this Agreement, this may include Personal Data of the Purchaser, its employees, agents and/or other authorized representatives involved with the operation, maintenance, support and training for the Equipment being purchased under this Agreement ("Users"). Personal Data received under this Agreement may include any User's first and last name, email address, telephone number, a record of purchases or trade show attendance, training programs, service schedules and other information as requested to facilitate or complete Delivery under this Agreement or to make available and provide the ongoing support, maintenance, repair, training or other services related to the Equipment or Services being purchased under this Agreement.

Seller will process Users' Personal Data only as necessary to enable the continuous improvement, marketing and support of Seller's products and services. Purchaser agrees that it shall obtain Users' consent to process and disclose Users' Personal Data (including Users' sensitive data, as defined in the European Union data protection legislation) to Seller from time to time, for the purposes stated under this Article. Further, Purchaser hereby warrants that it shall ensure that

i. Users understand and consent that Seller or Seller's Affiliate Companies (which includes any entity controlling, controlled by or under common control with, the Seller), or third parties engaged with by Seller for the support of the Equipment or Services being purchased ("Seller Authorized Third Parties") may contact Users to respond to inquiries, process orders, make contact regarding account status or customer service needs, provide ongoing maintenance, repair, training, warranty or Customer Advantage Plan ("CAP") or other support services related to the Equipment and/or Services being purchased under this Agreement, request feedback on Seller's products and services to enable the continuous improvement, provide information about and market and promote new products or services which may be of interest to Users or to allow Users access to their specific account information;

ii. Users understand and consent to allow Seller or Seller's Affiliated Companies, or Seller Authorized Third Parties to contact Users for the purposes set forth under this Article.

iii. Users understand and consent that Seller or Seller's approved third-party research firms may contact Users to collect information including, but not limited to, customer satisfaction, mission use and desired product improvements; and

iv. Users understand that they may elect to opt out of any communications received from Seller, Seller's Affiliated Companies or Seller's approved third-party research firms or decline further participation when contacted.

Seller agrees that it will only process Users' Personal Data for the purposes listed above and will not disclose Users' personal data to third parties other than Seller's Affiliate Companies, or Seller Authorized Third Parties or approved third party research firms. Seller considers the foregoing purposes to be critical to its ability to provide ongoing support to Users and vital to Seller's continuous improvement efforts. Sellers shall request consent from Purchasers prior to using Users' Personal Data for any purpose other than those set forth under this Agreement.

ARTICLE 23: HOME OFFICE ACCEPTANCE AND EFFECTIVE DATE This Agreement shall not become a binding contract until: i) receipt of Purchaser's initial deposit described in Article 3 above, and ii) final acceptance and execution by Seller through its office in Ft. Worth, Texas. Until this Agreement becomes a binding contract upon Seller, the Equipment may be sold to another customer, and the price, delivery date, options, and other terms and conditions of the Agreement may no longer be offered. By signing below, the signatories to this Agreement verify that they have read the complete Agreement and understand its contents and have full authority to bind and hereby do bind their respective Parties.

BELL TEXTRON INC.	PURCHASER
Signature	Signature
Type or Print Name	Type or Print Name
Title	Title
Date	Date

APPENDIX 1
EQUIPMENT FOR PURCHASE

Aircraft 1 – September 2021 Delivery

PRICING

Product Name	Quantity	Unit Net Price	Net Price
Basic Aircraft			
Basic Model 407GXi Helicopter	1	$3,225,000.00	$3,225,000.00
Standard Factory Installed Kits			
Garmin G1000 Nxi Glass Cockpit	1	NSP	NSP
Garmin GMA-350HC Audio Panel	1	NSP	NSP
Garmin GTX 333R w/ ES Mode S Transponder	1	NSP	NSP
Tail Rotor Camera	1	NSP	NSP
LED Lighting (Interior/Exterior)	1	NSP	NSP
Doors - Jettisonable (Crew Only)	1	NSP	NSP
Dual Controls	1	NSP	NSP
Rotor Brake	1	NSP	NSP
Bell Slant Avionics Console	1	NSP	NSP
Crew headset retention brackets	1	NSP	NSP
High Visibility Main Rotor Blades	1	NSP	NSP
Wire Strike Protection System	1	NSP	NSP
High Skid Gear -w- Flitesteps	1	NSP	NSP
Headliner - Standard (replaced by Headliner - with AC Ducting)	1	NSP	NSP
Interior Trim - Standard	1	NSP	NSP
Armrests - Standard	1	NSP	NSP
Seats - Passenger Standard	1	NSP	NSP
Soundproofing - Standard (replaced by Soundproofing - Corporate)	1	NSP	NSP
28 Amps Battery (replaced by Concorde Sealed Lead Acid)	1	NSP	NSP
Aux Fuel Tank Provisions (19 Gal)	1	NSP	NSP
5250 lbs Max.Gross Weight	1	NSP	NSP
Rolls Royce Model 250-C47E/4 Engine -w- Dual Digital FADEC	1	NSP	NSP
First Aid Kit	1	NSP	NSP
Rubber Mounted Chin Bubbles	1	NSP	NSP
Kits & Customizing			
Expanded Avionics Shelf	1	$4,400.00	$4,400.00
Artex C406-NHM ELT Provisions	1	$3,800.00	$3,800.00
Artex C406-NHM ELT -w- PGM Adaptor	1	$17,300.00	$17,300.00
Radar Altimeter - GRA 55	1	$37,400.00	$37,400.00
Aft Cabin ICS - 5 Place (Includes David Clark Headsets)	1	$11,700.00	$11,700.00
Autopilot - 2-Axis AFCS	1	$128,800.00	$128,800.00
Headliner -w- AC Ducting	1	$4,100.00	$4,100.00
Soundproofing - Corporate	1	$1,400.00	$1,400.00

Interior Trim – Corporate	1	$13,100.00	$13,100.00
Passenger and Crew Seats – Corporate	1	$14,600.00	$14,600.00
Cargo Hook Provisions	1	$14,200.00	$14,200.00
Cargo Hook Equipment	1	$21,200.00	$21,200.00
Emergency Floats Reservoir	1	$57,800.00	$57,800.00
Emergency Floats with Float Landing Gear	1	$116,700.00	$116,700.00
Aux Fuel Tank Equipment (19 Gal)	1	$36,600.00	$36,600.00
Particle Separator With Engine Bleed Air Network	1	$21,100.00	$21,100.00
Carbide Skid Shoes (AA)	1	$6,000.00	$6,000.00
Polycarb Windshield LH and RH, Clear (AA)	1	$43,800.00	$43,800.00
Door - High Visibility Kit (Crew - LH & RH)(Clear) (AA)	1	$30,100.00	$30,100.00
Door - Sliding LH (AA)	1	$30,300.00	$30,300.00
Door - Sliding RH (AA)	1	$30,300.00	$30,300.00
High Visibility Sliding Door Window Kit (Dark Gray) w/Snap Vents (AA) (LH&RH)	1	$37,489.00	$37,489.00
Door Openers - Automatic - for Hi Viz Crew Doors (AA)	1	$4,500.00	$4,500.00
Door Openers - Automatic - for Baggage Door (AA)	1	$800.00	$800.00
Quick Release Pins (2 door kit) (Meeker)	1	$1,900.00	$1,900.00
Bulged Skylights Kit - (LH & RH Med. Gray) (AA)	1	$5,200.00	$5,200.00
Pre-Flight Kit Includes (4) Step Handles (2) Folding Maintenance Steps or (2) Access. Steps (1) Door Retention Strap (AA)	1	$4,200.00	$4,200.00
Tail Rotor Pedal Safety Kit (AA)	1	$1,900.00	$1,900.00
Concorde Sealed Lead Acid Battery (RG-407A1)	1	$10,400.00	$10,400.00
Air Conditioner -w- Dual Forward Evaporators (Air Comm)	1	$97,200.00	$97,200.00
Bleed Air Heater -w- Windshield & Chin Bubble Defrost (Air Comm)	1	$35,900.00	$35,900.00
Mid-Continent MD-302 Standby Attitude Module (AA)	1	$25,400.00	$25,400.00
Transceiver - FlexComm RT-7000 Radio with QTY 1 Wide Band Transceiver module, QTY 2 Motorola APX-8000 modules for 7/800 MHz only with P25 ADP, AES/DES-OFB encryption (trunking). QTY 1	1	$179,468.59	$179,468.59
AT-570 Antenna with FC-570 Tuner and QTY 2 CI-285 antennas.	1	NSP	NSP
Expanded Instrument Panel (AA)	1	$26,900.00	$26,900.00
AeroDynamix NVG STC (does not include AeroDynamix NVG Covert IR Formation Lighting System)	1	$116,400.00	$116,400.00
Tailboom Mount of Antennas for Radar Altimeter (Mandatory Antenna relocating if Aircom is installed)	1	$10,640.83	$10,640.83
Combination LED Strobe/Position Light (2 Left/Right Horizontal Stab)(Whelen)	1	$20,300.00	$20,300.00
Crew Assist Handles	1	$1,300.00	$1,300.00
Baggage Floor Protector (AA)	1	$1,600.00	$1,600.00
Cockpit/Cabin Floor Protector Kit (AA)	1	$1,500.00	$1,500.00

Boattail Shelf (AA)	1	$7,800.00	$7,800.00
Bulkhead Protector (AA)	1	$800.00	$800.00
Mission Equipment Shelf located in Baggage Compartment (AA)	1	$24,125.00	$24,125.00
12VDC Cigarette Lighter Receptacle In Cabin & Cockpit	1	$10,600.00	$10,600.00
USB Port (x1) in Cockpit (Bottom of Pedestal)	1	$6,600.00	$6,600.00
USB Ports (x2) in Cabin (Vert Tunnel & Hatbin)	1	$10,900.00	$10,900.00
Loud Hailer: AEM LS600-200 Speaker & Custom Mount with Loud Hailer LSA-400 amplifier and LSC22 Siren Control Panel	1	$57,426.52	$57,426.52
Rappelling Fixture Kit LH & RH (AA)	1	$6,200.00	$6,200.00
FLIR Safire 380 HDc Dual Sensor Camera / (MWIR) / High-Def 1080p / Eye Safe Laser Range Finder / Low Light Elewctron Multiplying Device / HD Color Camera w Long Range 5 FOV Spotter Optics / Covert Active Laser Illuminator / Laser Pointer / Digital Image Blending / GeoPoint Package: IMU / Automatic Video Tracker / Laser Interlock Unit / RS422 (2EA) & Ethernet Map Interface / Universal Hand Control Unit (Includes Meeker AFG1-V2-3 Nose Mount, AFM-DTFLR-1 Adapter for 380HDc, and AFG-1-1 Light Kit on Crosstube)(FLIR Equipment will be shipped as Loose Equipment)	1	$807,412.00	$807,412.00
Churchill ARS 700C Augmented Reality Mapping System (ATOM) Mission Computer -w- Internal Dual Recording / WiFi Router (WiFi functionality disabled in setup)	1	$180,300.00	$180,300.00
Macro-Blue 12.1"MB12W NVG Monitor with Macro-Blue MB12W display with controls built into the display	1	$41,200.00	$41,200.00
Trakkabeam TLX Searchlight - Mounted on a Meeker Universal Aft Fuselage Mount WITH Slaving Capability to EO/IR Sensor (includes NVG, Amber, Red IR Filters)	1	$183,328.60	$183,328.60
Two (2) PAC45 Audio Panel (PS Engineering) – Pilot & Co-Pilot	1	$32,600.00	$32,600.00
AeroDynamix NVG Covert IR Formation Lighting System	1	$17,400.00	$17,400.00
Custom Paint Scheme (3 Color)	1	$11,585.03	$11,585.03
		Kits & Customizing Subtotal:	$2,625,975.56

Credits

Management Discount		-$53,882.33	-$53,882.33
		Credits Subtotal:	-$53,882.33

Training

Complimentary Ground - FTD - & Flight Training	1	$0.00	$0.00
Complimentary 407GX Garmin Avionics	1	$0.00	$0.00
Complimentary Electrical Training - 407	1	$0.00	$0.00
Complimentary Field Maintenance Training - 407	1	$0.00	$0.00
Additional - Ground - FTD - & Flight Training	10	$23,750.00	$237,500.00

Additional - 407GX Garmin Avionics	2	$4,550.00	$9,100.00
Additional - 407 Electrical Training - 407	2	$4,550.00	$9,100.00
Additional - 407GX Field Maintenance Training	2	$8,100.00	$16,200.00
		Training Subtotal:	$271,900.00

Acceptance Location

Piney Flats, TN (September 2021)			

Certification

U.S. FAA			

Aircraft 1 Purchase Price: $6,068,993.23

APPENDIX 1
EQUIPMENT FOR PURCHASE

Aircraft 2 – December 2021 Delivery

PRICING

Product Name	Quantity	Unit Net Price	Net Price
Basic Aircraft			
Basic Model 407GXi Helicopter	1	$3,225,000.00	$3,225,000.00
Standard Factory Installed Kits			
Garmin G1000 Nxi Glass Cockpit	1	NSP	NSP
Garmin GMA-350HC Audio Panel	1	NSP	NSP
Garmin GTX 333R w/ ES Mode S Transponder	1	NSP	NSP
Tail Rotor Camera	1	NSP	NSP
LED Lighting (Interior/Exterior)	1	NSP	NSP
Doors - Jettisonable (Crew Only)	1	NSP	NSP
Dual Controls	1	NSP	NSP
Rotor Brake	1	NSP	NSP
Bell Slant Avionics Console	1	NSP	NSP
Crew headset retention brackets	1	NSP	NSP
High Visibility Main Rotor Blades	1	NSP	NSP
Wire Strike Protection System	1	NSP	NSP
High Skid Gear -w- Flitesteps	1	NSP	NSP
Headliner - Standard (replaced by Headliner - with AC Ducting)	1	NSP	NSP
Interior Trim - Standard	1	NSP	NSP
Armrests - Standard	1	NSP	NSP
Seats - Passenger Standard	1	NSP	NSP
Soundproofing - Standard (replaced by Soundproofing - Corporate)	1	NSP	NSP
28 Amps Battery (replaced by Concorde Sealed Lead Acid)	1	NSP	NSP
Aux Fuel Tank Provisions (19 Gal)	1	NSP	NSP
5250 lbs Max.Gross Weight	1	NSP	NSP
Rolls Royce Model 250-C47E/4 Engine -w- Dual Digital FADEC	1	NSP	NSP
First Aid Kit	1	NSP	NSP
Rubber Mounted Chin Bubbles	1	NSP	NSP
Kits & Customizing			
Expanded Avionics Shelf	1	$4,400.00	$4,400.00
Artex C406-NHM ELT Provisions	1	$3,800.00	$3,800.00
Artex C406-NHM ELT -w- PGM Adaptor	1	$17,300.00	$17,300.00
Radar Altimeter - GRA 55	1	$37,400.00	$37,400.00
Aft Cabin ICS - 5 Place (Includes David Clark Headsets)	1	$11,700.00	$11,700.00
Autopilot - 2-Axis AFCS	1	$128,800.00	$128,800.00
Headliner -w- AC Ducting	1	$4,100.00	$4,100.00
Soundproofing - Corporate	1	$1,400.00	$1,400.00

Interior Trim – Corporate	1	$13,100.00	$13,100.00
Passenger and Crew Seats – Corporate	1	$14,600.00	$14,600.00
Cargo Hook Provisions	1	$14,200.00	$14,200.00
Cargo Hook Equipment	1	$21,200.00	$21,200.00
Emergency Floats Reservoir	1	$57,800.00	$57,800.00
Emergency Floats with Float Landing Gear	1	$116,700.00	$116,700.00
Aux Fuel Tank Equipment (19 Gal)	1	$36,600.00	$36,600.00
Particle Separator With Engine Bleed Air Network	1	$21,100.00	$21,100.00
Carbide Skid Shoes (AA)	1	$6,000.00	$6,000.00
Polycarb Windshield LH and RH, Clear (AA)	1	$43,800.00	$43,800.00
Door - High Visibility Kit (Crew - LH & RH)(Clear) (AA)	1	$30,100.00	$30,100.00
Door - Sliding LH (AA)	1	$30,300.00	$30,300.00
Door - Sliding RH (AA)	1	$30,300.00	$30,300.00
High Visibility Sliding Door Window Kit (Dark Gray) w/Snap Vents (AA) (LH&RH)	1	$37,489.00	$37,489.00
Door Openers - Automatic - for Hi Viz Crew Doors (AA)	1	$4,500.00	$4,500.00
Door Openers - Automatic - for Baggage Door (AA)	1	$800.00	$800.00
Quick Release Pins (2 door kit) (Meeker)	1	$1,900.00	$1,900.00
Bulged Skylights Kit - (LH & RH Med. Gray) (AA)	1	$5,200.00	$5,200.00
Pre-Flight Kit Includes (4) Step Handles (2) Folding Maintenance Steps or (2) Access. Steps (1) Door Retention Strap (AA)	1	$4,200.00	$4,200.00
Tail Rotor Pedal Safety Kit (AA)	1	$1,900.00	$1,900.00
Concorde Sealed Lead Acid Battery (RG-407A1)	1	$10,400.00	$10,400.00
Air Conditioner -w- Dual Forward Evaporators (Air Comm)	1	$97,200.00	$97,200.00
Bleed Air Heater -w- Windshield & Chin Bubble Defrost (Air Comm)	1	$35,900.00	$35,900.00
Mid-Continent MD-302 Standby Attitude Module (AA)	1	$25,400.00	$25,400.00
Transceiver - FlexComm RT-7000 Radio with QTY 1 Wide Band Transceiver module, QTY 2 Motorola APX-8000 modules for 7/800 MHz only with P25 ADP, AES/DES-OFB encryption (trunking). QTY 1	1	$179,468.59	$179,468.59
AT-570 Antenna with FC-570 Tuner and QTY 2 CI-285 antennas.	1	NSP	NSP
Expanded Instrument Panel (AA)	1	$26,900.00	$26,900.00
AeroDynamix NVG STC (does not include AeroDynamix NVG Covert IR Formation Lighting System)	1	$116,400.00	$116,400.00
Tailboom Mount of Antennas for Radar Altimeter (Mandatory Antenna relocating if Aircom is installed)	1	$10,640.83	$10,640.83
Combination LED Strobe/Position Light (2 Left/Right Horizontal Stab)(Whelen)	1	$20,300.00	$20,300.00
Crew Assist Handles	1	$1,300.00	$1,300.00
Baggage Floor Protector (AA)	1	$1,600.00	$1,600.00
Cockpit/Cabin Floor Protector Kit (AA)	1	$1,500.00	$1,500.00

Boattail Shelf (AA)	1	$7,800.00	$7,800.00
Bulkhead Protector (AA)	1	$800.00	$800.00
Mission Equipment Shelf located in Baggage Compartment (AA)	1	$24,125.00	$24,125.00
12VDC Cigarette Lighter Receptacle In Cabin & Cockpit	1	$10,600.00	$10,600.00
USB Port (x1) in Cockpit (Bottom of Pedestal)	1	$6,600.00	$6,600.00
USB Ports (x2) in Cabin (Vert Tunnel & Hatbin)	1	$10,900.00	$10,900.00
Loud Hailer: AEM LS600-200 Speaker & Custom Mount with Loud Hailer LSA-400 amplifier and LSC22 Siren Control Panel	1	$57,426.52	$57,426.52
Rappelling Fixture Kit LH & RH (AA)	1	$6,200.00	$6,200.00
FLIR Safire 380 HDc Dual Sensor Camera / (MWIR) / High-Def 1080p / Eye Safe Laser Range Finder / Low Light Elewctron Multiplying Device / HD Color Camera w Long Range 5 FOV Spotter Optics / Covert Active Laser Illuminator / Laser Pointer / Digital Image Blending / GeoPoint Package: IMU / Automatic Video Tracker / Laser Interlock Unit / RS422 (2EA) & Ethernet Map Interface / Universal Hand Control Unit (Includes Meeker AFG1-V2-3 Nose Mount, AFM-DTFLR-1 Adapter for 380HDc, and AFG-1-1 Light Kit on Crosstube)(FLIR Equipment will be shipped as Loose Equipment)	1	$807,412.00	$807,412.00
Churchill ARS 700C Augmented Reality Mapping System (ATOM) Mission Computer -w- Internal Dual Recording / WiFi Router (WiFi functionality disabled in setup)	1	$180,300.00	$180,300.00
Macro-Blue 12.1"MB12W NVG Monitor with Macro-Blue MB12W display with controls built into the display	1	$41,200.00	$41,200.00
Trakkabeam TLX Searchlight - Mounted on a Meeker Universal Aft Fuselage Mount WITH Slaving Capability to EO/IR Sensor (includes NVG, Amber, Red IR Filters)	1	$183,328.60	$183,328.60
Two (2) PAC45 Audio Panel (PS Engineering) – Pilot & Co-Pilot	1	$32,600.00	$32,600.00
AeroDynamix NVG Covert IR Formation Lighting System	1	$17,400.00	$17,400.00
Custom Paint Scheme (3 Color)	1	$11,585.03	$11,585.03
		Kits & Customizing Subtotal:	$2,625,975.56

Credits

Management Discount		-$53,882.33	-$53,882.33
		Credits Subtotal:	-$53,882.33

Training

Complimentary Ground - FTD - & Flight Training	1	$0.00	$0.00
Complimentary 407GX Garmin Avionics	1	$0.00	$0.00
Complimentary Electrical Training - 407	1	$0.00	$0.00
Complimentary Field Maintenance Training - 407	1	$0.00	$0.00
		Training Subtotal:	$0.00

Acceptance Location

Piney Flats, TN (December 2021)			

Certification

U.S. FAA			

Aircraft 2 Purchase Price: $5,797,093.23

PAYMENT SCHEDULE

Payment Term	Date	Amount
Aircraft 1 Payment	Upon Acceptance of Equipment and prior to shipment of Equipment from Seller's facility	$6,068,993.23
Aircraft 2 Payment	Upon Acceptance of Equipment and prior to shipment of Equipment from Seller's facility	$5,797,093.23

Total Purchase Price: **$11,866,086.46**

APPENDIX 2
NEW HELICOPTER WARRANTY
THREE YEARS/1,000 HOURS WARRANTY

Seller warrants each new helicopter to be free from defect in material or workmanship under normal use and service for 1000 hours of operation or three (3) years from acceptance, whichever occurs first. Spare parts installed as warranty replacement on helicopters which are covered by this New Helicopter Warranty will be warranted for the balance of the original aircraft warranty. Seller assigns each manufacturer's warranty to Buyer to the extent such manufacturer's warranty exists and is assignable.

Parts, components and assemblies of all helicopter parts may have been restored or reworked due to mars, blemishes, dents or other irregularities during the manufacturing process. Such restoration and/or rework are permitted under Seller's approved manufacturing and engineering processes and guidelines. The restoration and/or rework so completed do not render such items defective in material or workmanship.

Seller's sole obligation under this warranty is limited to the repair or replacement of parts which are determined to Seller's reasonable satisfaction to have been defective within the applicable warranty period as described above. Replacement of parts may be either new or reconditioned at Seller's election and at the lowest allowable maintenance level contained in Seller's manuals, service bulletins or applicable supplier manuals. In addition, during the first year or within 1,000 hours of total aircraft time, whichever occurs first, the Seller shall reimburse Buyer at a rate of $85.00 USD per hour for reasonable labor costs directly related to removal and reinstallation of parts determined to be defective; such reimbursement amount shall be in Seller's sole discretion and Seller shall not reimburse any labor costs which it does not deem to be reasonable or directly related to removal and reinstallation. Seller shall also reimburse reasonable freight charges, excluding insurance, customs fees, duties, handling fees, and taxes. Seller shall not reimburse Buyer for any parts repaired or replaced outside of the Seller's Warranty Claims Process unless express prior written authorization is granted by Seller's Warranty Department to Buyer for such repair or replacement.

NO FAULT FOUND: In the event Seller determines, after evaluation of a returned part, that a defect does not exist, then Buyer shall pay all expenses incurred by Seller related to the return including, but not limited to, costs incurred in shipping and evaluating the part and cost for any replacement part and restocking of the part. In addition, Seller shall not reimburse Buyer for any costs related to the removal or reinstallation of such a part.

WARRANTY CLAIM PROCESS: Defective parts must be reported in writing to the Seller's Warranty Administration within fourteen (14) days of being found defective. Parts may be repaired or replaced with new or reconditioned parts, at Seller's election. Warranty adjustment is contingent upon the Buyer complying with the Seller's Warranty Process as described in the Bell VISTA Customer Portal and with the Seller's Warranty Administration disposition instructions for defective parts. Failure to properly comply with Seller's Warranty Process may, at Seller's sole option, void Seller's warranty as to the allegedly defective part.

RETURN SHIPMENT: Parts returned to Seller will be eligible for remedy under this warranty only if the part is carefully packed by the Buyer for the return shipment. Damage occurring to a part due to improper packaging may result in the denial of a warranty claim. In the event that Seller determines a returned part to be damaged or unsalvageable due to improper packaging, the Buyer will be billed repair or replacement cost incurred by Seller. The party initiating shipment bears the risk of loss or damage to parts in transit.

CORE RETURNS: Any core removed by Buyer for which Seller has furnished a replacement part through the Warranty Process shall be shipped by Buyer, with all historical service records, to a facility designated by Seller, within fourteen (14) days of receipt by Buyer of the replacement part. Buyer shall provide Seller with proof of shipment within fourteen (14) days following receipt of the replacement part. In the event that Buyer fails to provide Seller with such proof of shipment within the fourteen (14) days or fails to provide the applicable historical service records, Buyer shall be charged the invoiced value of the replacement part.

WARRANTY AND LIABILITY DISCLAIMERS AND EXCLUSIONS: THIS WARRANTY IS GIVEN AND ACCEPTED IN PLACE OF (i) ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR IN TORT, INCLUDING PRODUCT LIABILITIES BASED UPON STRICT LIABILITY, NEGLIGENCE, OR IMPLIED WARRANTY IN LAW.

This warranty is the only warranty made by Seller. The Buyer's sole remedy for a breach of this warranty or any defect in a part is the repair or replacement of the helicopter part, reimbursement of reasonable freight charges, and reimbursement of reasonable labor costs directly related to removal and reinstallation as provided herein. Seller excludes liability, whether as a result of a breach of contract or warranty, negligence or strict product liability, for incidental, special, consequential and/or punitive damages, including without limitation, damage to the helicopter or other property, costs and expenses resulting from required changes or modifications to helicopter components and assemblies, changes in retirement lives and overhaul periods, local customs fees and taxes, and costs or expenses for commercial losses or lost profits due to loss of use or grounding of helicopters or otherwise.

Seller makes no warranty and disclaims all liability in contract or in tort, including, without limitation, negligence and strict tort liability, with respect to work performed by third parties at Buyer's request and with respect to engines, engine accessories, batteries, paint, radios, Garmin equipment, Honeywell equipment, and Buyer furnished equipment or equipment manufactured by others and installed at Buyer's request.

Seller makes no warranty and disclaims all liability with respect to components or parts damaged by, or worn due to, normal wear and tear, erosion or corrosion. Seller makes no warranty and disclaims all liability for consumables which are defined as items required for normal and routine maintenance or replaced at scheduled intervals shorter than the warranty period. "Consumables" include but are not limited to engine and hydraulic oil, oil filters, packings and o-rings, anti-corrosion and/or sealing compounds, brush plating material, nuts, bolts, washers, screws, fluids, compounds, and standard aircraft hardware that is readily available to aircraft operators from sources other than Seller.

This warranty shall not apply to any helicopter part which has been repaired or altered outside Seller's factory in any way so as, in Seller's sole judgment, to affect its stability, safety or reliability. This warranty shall not apply to any helicopter part which has been subject to misuse, negligence or accident, or which has been installed in any aircraft which has been destroyed. Repairs and alterations which use or incorporate parts and components other than genuine Bell parts or parts approved by Bell for direct acquisition from sources other than Bell itself are not warranted by Bell, and this warranty shall be void to the extent that such repairs and alterations, in Seller's sole judgment, affect the stability, safety or reliability of the helicopter or any part thereof, or damage genuine Bell or Bell-approved parts. No person, corporation or organization, including Bell

Authorized Customer Service Facilities, is authorized by Seller to assume for it any other liability in connection with the sale of its helicopters and parts.

NO STATEMENT, WHETHER WRITTEN OR ORAL, MADE BY ANY PERSON, CORPORATION OR ORGANIZATION, INCLUDING BELL AUTHORIZED CUSTOMER SERVICE FACILITIES, MAY BE TAKEN AS A WARRANTY NOR WILL IT BIND SELLER.

CHOICE OF LAW AND JURISDICTION: This warranty shall be interpreted under and governed by the laws of the State of Texas. All legal actions based upon claims or disputes pertaining to or involving this warranty including, but not limited to, Seller's denial of any claim or portion thereof under this warranty, must be filed in the courts of general jurisdiction of Tarrant County, Texas or in the United States District Court for the Northern District of Texas, Fort Worth Division located in Fort Worth, Tarrant County, Texas. In the event that Buyer files such an action in either of the court systems identified above, and a final judgment in Seller's favor is rendered by such court, then Buyer shall indemnify Seller for all costs, expenses and attorneys' fees incurred by Seller in defense of such claims. In the event Buyer files such a legal action in a court other than those specified, and Seller successfully obtains dismissal of that action or transfer thereof to the above described court systems, then Buyer shall indemnify Seller for all costs, expenses and attorneys' fees incurred by Seller in obtaining such dismissal or transfer.

EXHIBIT 1

Bell Textron Inc.
Payment Policy

In light of a rapidly evolving business environment in which a multitude of payment options are available to our domestic and international customers, for your convenience Bell would like to reiterate the acceptable forms of payment for its goods and services. To ensure that you or your customer will receive goods or services without delay, we ask that all payments be made as set forth below.

The following payment methods are acceptable for each payment due under this Agreement:

1. **WIRE TRANSFER:**
   A single wire transfer from Purchaser's bank account to Seller's bank account. Purchaser should exercise due care to ensure that the wire transfer accurately reflects that it is from Purchaser and make reference to the specific goods or services for which payment is being made. Any errors or unexplained references in the wire transfer could result in delays in processing and Acceptance as defined in Article 4.

   Wire payments for invoices issued from Bell Textron Inc. - Fort Worth should be routed as shown below. Payments on invoices issued from other Bell locations should be paid to their appropriate banking institution. Please contact the Bell location with whom you are dealing if there are any questions regarding these payments.

   Wire transfers for Bell Textron Inc. should be sent to: JPMorgan Chase
   SWIFT: CHASUS33
   ABA No. 021000021
   4 New York Plaza
   New York, NY 10004
   FOR THE ACCOUNT OF BELL TEXTRON INC.
   Account No. 9101332626

2. **CHECK:**
   A single check drawn from the Purchaser's account in United States Dollars, issued by a United States bank or recognized international bank. Such check should be paid to the order of Bell Textron Inc and indicate that it is from Purchaser and make reference to this Agreement.

3. **IRREVOCABLE LETTER OF CREDIT:**
   Issued within thirty (30) calendar days following the date Purchaser executes this Agreement, confirmed by a United States bank and payable in United States Dollars, to be effective at least two (2) months before the Acceptance Month specified in Article 4 and to continue effective for a minimum of one (1) month thereafter. Said letter of credit shall be subject to the approval of Seller and interpreted under the Uniform Customs and Practice for Documentary Credits published by the International Chamber of Commerce. Additional restrictions or delivery terms not contained herein shall not be included in the letter of credit. All related bank charges shall be for the account of Purchaser. Payment to Seller under the letter of credit shall be made upon presentation to the bank of the following documents: a) four (4) signed copies of Seller's commercial invoices and b) a copy of an executed Certificate of Acceptance or Certificate of Acceptance with Waiver of Inspection and (c) in the case of shipment by ocean or air freight, a copy of an ocean/airway bill of lading evidencing shipment via commercial carrier.

4. **CREDIT CARD / CASH:**
   For purchases other than aircraft, Bell may approve payment in the form of a credit card (American Express, MasterCard, Visa, Discover or Debit) or cash (up to US$500) for certain smaller value spares, training or miscellaneous purchases. Credit card must be issued in your name or that of your company.

Payments not sent as set forth above may result in a delay in the delivery of goods and/or services or the return of such payment to the originator.

Wire Fraud Prevention Awareness: The Seller recommends that the Purchaser take the necessary precautions to prevent becoming a victim of wire fraud. If the Purchaser is notified of a change to the wire transfer instructions, please contact the Seller's Sales or Contracts Manager directly via telephone to confirm the change. It is also recommended that the Purchaser request official written notification of any change on Seller's letterhead signed by the Seller's Contracts Manager to confirm the authenticity of the change.

EXHIBIT 2

END-USE and END-USER STATEMENT

The Intended End-User of this aircraft is:	**Aircraft Identification:**
Name:	Model:
Address:	Ship Serial Number:
	Delivery/Acceptance Date:

The Intended End-Use of this aircraft is (check all that apply):

- ☐ Commercial Transport (e.g. sightseeing)
- ☐ EMS
- ☐ Government/Military Transport
- ☐ Law Enforcement/Homeland Security
- ☐ Offshore
- ☐ Utility (e.g. Firefighting, Mosquito Control, Electronic News Gathering, etc.)
- ☐ VIP Transport
- ☐ Other (please specify): _____

_____

The intended country where this aircraft will be registered:

The intended country or countries where this aircraft will be used:

_____ _____ _____ _____

_____ _____ _____ _____

_____ _____ _____ _____

The undersigned hereby certifies that the information above is true and correct as of the date shown below, and agrees to notify Bell as soon as practicable if any of the provided information changes prior to final delivery of the aircraft.

_____ _____

Name