

USED PURCHASE AGREEMENT
BETWEEN
ELDORADO COUNTY SHERIFF'S OFFICE
AND
AIRBUS HELICOPTERS, INC.

This Used Purchase Agreement is entered into by and between:

ELDORADO COUNTY SHERIFF'S OFFICE with its principal place of business at 200
Industrial Drive, Placerville, CA 95667

And

AIRBUS HELICOPTERS, INC., a Delaware corporation, with its principal place of business at
2701 N. Forum Drive, Grand Prairie, TX 75052

USED PURCHASE AGREEMENT

1 GENERAL INFORMATION	
Helicopter Type	USED AS350B3
Aircraft Serial Number	7708
Build Year	2013
FAA Registration	N176SC
Quantity	Qty 1

2 EQUIPPED AIRCRAFT PRICE					
Price of the helicopter	<table> <tr> <td>AS350B3, SN 7708</td> <td style="text-align: right;">\$3,100,000</td> </tr> <tr> <td>TOTAL</td> <td style="text-align: right;">\$3,100,000</td> </tr> </table>	AS350B3, SN 7708	\$3,100,000	TOTAL	\$3,100,000
AS350B3, SN 7708	\$3,100,000				
TOTAL	\$3,100,000				

3 MILESTONE PAYMENTS		
<u>Deposits</u>	<u>USD</u>	<u>Due</u>
Initial	\$150,000	Non-refunable due upon signature of the Contract
Milestone 1	\$850,000	Due May 31, 2023
Balance	\$2,100,000	Upon delivery of the Aircraft
TOTAL	\$3,100,000	

4 PAYMENT TERMS	
<p><u>Type of Payment:</u> COD</p> <p><u>Remit Instructions:</u> Submit U.S. funds to Airbus Helicopters, Inc., via wire transfer.</p> <p>Airbus Helicopters, Inc. C/O Bank of America 115 West 42nd Street New York, NY 10036</p> <p>ACH/EFT ABA # 111000012 Wire ABA # 026009593 AHI Account # 4427299827 Fed ID # 75-2416720</p> <p>Please reference the following identifying details in the wire transfer of funds: Invoice Number, Aircraft Model, Serial Number, and Contract Number.</p>	

5 DELIVERY TERMS		
Delivery Date	On or around October 26, 2023	
Delivery Location	Sanford, Florida FOB INCOTERMS® 2020	

6 ADDITIONAL PROVISIONS:		
<p><u>Warranty: Hours/Months – whichever occurs first</u> Repairs or overhauls performed solely by Airbus Helicopters Inc. (AHI) or Safran Helicopter Engines (SHE):</p> <ul style="list-style-type: none"> (1) AHI overhauled parts: 750 hours or 9 months (2) AHI repaired parts (specific to repair): 750 hours or 9 months (3) New Airbus parts: 1000 hours or 12 months (4) Engine overhauled (SHE): 500 hours or 12 months <p><u>Inspection Work Scope:</u> An inspection and component life status run will be provided at time of delivery.</p> <ul style="list-style-type: none"> (1) Fresh 150 hour inspection completed at 4,950 hours total time. (2) 1200 hour inspection completed at 4,800 hours total time. <p><u>Overhauled and/or Replaced Items:</u></p> <ul style="list-style-type: none"> (1) The current engine is to be replaced with an OEM overhauled Arriel 2D prior to delivery. (2) Cargo hook and load cell recently overhauled. (3) Tail rotor half shell bearing replaced. <p><u>Five-Color Paint Scheme:</u> Paint scheme to remain as-is with possible minor touch-up as mutually agreed upon between the parties.</p> <p><u>Good Faith Items: to be addressed</u></p> <ul style="list-style-type: none"> (1) Swap-out of digital tactical radio with EDCSO mission specific radio. (2) Removal of Seminole County logos and branding with the addition of EDCSO's star and branding (3) Registration number N174SC may be replaced based on mutual agreement between the parties. 		

7 LIST OF EXHIBITS		
Exhibit 1 – Terms and Conditions Exhibit 2 – Helicopter Configuration and Summary Exhibit 3 – Helicopter Basic Rendition		

8	NOTICES
<p>All notices, requests, and other communications hereunder shall be in writing and shall be deemed to be given and received (a) when personally delivered by hand to the recipient or (b) three (3) days after deposit in registered or certified first class U.S. mail (or comparable national postal system, if appropriate), postage prepaid, or (c) transmitted by facsimile or electronically via email to the recipient at the address set forth under such recipient's name on the first page of this Agreement.</p> <p>AHI Christie White-Mays Manager, Contract Administration Phone: 972-641-3455 Email: christie.white@airbus.com Address: 2701 N Forum Drive, Grand Prairie, Texas 75052</p> <p>Eldorado County Sheriff's Office Bryan Golmitz Undersheriff Phone: 530-621-5656 Email: GolmitzB@edso.org Address: 200 Industrial Drive, Placerville, CA 95667</p>	

This Purchase Agreement, the attached Terms and Conditions (as defined herein) and all applicable Exhibits constitute the entire agreement between the Seller and the Buyer ("Agreement"). This Agreement supersedes all previous communications and/or agreements either oral or written, between the Seller and the Buyer with respect to the Products and/or Services (as defined herein).

The delivery date and price as defined herein will become firm upon receipt of deposit and executed Purchase Agreement no later than 23 December 2022.

The offer herein is subject to and contingent upon Buyer being cleared in Seller's Anti-Money-Laundering/Know Your Customer (AML/KYC) process. Seller will not sign this Purchase Agreement unless and until this AML/KYC clearance is obtained, and failure to obtain such clearance will render the offer herein null and void.

This order is subject to the Terms and Conditions as defined in Exhibit 1 attached hereto. This Document contains confidential information which is to be treated at all times in accordance with Paragraph 10 – Confidentiality of Exhibit 1 – Terms and Conditions.

The Parties, intending to be legally bound as evidenced by the signatures below of each Party's authorized representative, agree to all terms as defined in this Purchase Agreement effective as of the final signature date shown below (Effective Date).

For ELDORADO COUNTY SHERIFF'S OFFICE

For AIRBUS HELICOPTERS, INC.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Exhibit 1 TERMS AND CONDITIONS

TERMS AND CONDITIONS PRE-OWNED AIRCRAFT, LIMITED WARRANTY

1- PRICES AND TERMS OF PAYMENT

- (a) Prices shown on the Purchase Agreement (the "Purchase Agreement" which includes these terms and conditions along with any exhibits, annexes or appendices) are in U.S. dollars for Products shipped Free Carrier International Commerce Terms ("FCA") (Incoterms® 2020) Seller's facility or FCA to a common carrier at Seller's facility and do not include any preparation, packaging or crating charges, federal, state or local taxes, excise tariffs or charges, custom duties or other levies, applicable to the manufacture or sale of the Products (as hereinafter defined), which charges, taxes, tariffs or other levies will be added by Seller to the purchase price and will be paid by Buyer, nor any modifications carried out at Buyer's request before and after delivery, expenses incurred for the inspection of Products by third parties, or expenses relating to freight forwarding, carriage by sea, air or land, ferry-flight, storage or insurance costs incurred after Buyer's acceptance.
Buyer means the person, entity, or company to whom the Seller sells any Products under the Contract. Seller means Airbus Helicopters, Inc.
- (b) Unless otherwise specified in this Purchase Agreement, Buyer shall pay the total unpaid purchase price, plus all applicable preparation, packing and crating charges, taxes, tariffs, customs duties or levies and other applicable charges, at the time of delivery of the Products. In the event Buyer claims sales tax exemption for its purchase of the Products and Buyer's purchase is subsequently found to be non-exempt by the applicable taxing authority, then Buyer agrees to reimburse Seller for any unpaid taxes, interest and penalties assessed against the purchase by the taxing authority. The term "Products" as used herein shall include helicopters, Parts, spare Parts, tools, and other miscellaneous equipment and services that may be deliverable hereunder. "Parts" as used herein means a detail part with reference to a part number shown on a drawing parts list provided by the Helicopter Manufacturer (as defined below). All other defined terms used herein and not otherwise defined shall have the meanings assigned to those terms as set forth in the Maintenance Manual and Flight Manual (as such manuals are revised and amended from time to time) provided by Seller with each new helicopter sold by Seller, copies of which have been supplied to Buyer.
- (c) All payments shall be made at Seller's offices in Grand Prairie, Texas, without setoff, in accordance with the payment terms and remittance instructions stated in the Purchase Agreement. Buyer represents and warrants that all payments made to Seller will be remitted from a bank account owned by Buyer or through a formal escrow closing.
- (d) Payment shall under no circumstances be postponed or apportioned for any reason whatsoever. Without prejudice to the above, should Buyer fail to pay, or in the event of a delay in payment, Seller will be entitled to extend the schedule for an equivalent time period and/or suspend performance of the Contract and/or in all cases definitively retain the amount of any payments already made by Buyer. The retention of any such payments shall not preclude Seller from seeking compensation from Buyer for further damages and/or costs. In the event of a delay or failure by Buyer to pay for more than sixty (60) calendar days, Seller shall be entitled to terminate the Contract for default of Buyer under the conditions defined in this Purchase Agreement.

2- DELIVERY AND ACCEPTANCE

- (a) The Products shall be delivered FCA (Incoterms® 2020) Seller's facility or FCA to a common carrier at Seller's facility for shipment at Buyer's expense to destination(s) designated by Buyer. Title to and risk of loss for Products shall pass to Buyer upon delivery thereof to Buyer at Seller's facility or upon delivery thereof to a common carrier at Seller's facility for shipment to Buyer unless otherwise specified in this Purchase Agreement.
- (b) The Products shall be accepted by Buyer by an authorized and qualified representative of Buyer after inspection and, in the case of helicopters, flight test at Seller's facility or at such other location previously approved by Seller.
- (c) Buyer agrees to accept delivery of the Products in accordance with this paragraph 2 within ten (10) calendar days after (i) the delivery date set forth in the Purchase Agreement or, (ii) the date that the Products are ready for delivery as specified in a written notice by Seller to Buyer, if said delivery has been delayed by Seller.
- (d) In the event Buyer fails to accept delivery of the Products as provided herein, or fails to make any payments that may be due to Seller prior to or at delivery of any Products, or breaches any other terms or provisions hereof, Seller may cancel this Purchase Agreement and retain all payments, including all deposits and/or down payments, theretofore made by Buyer to Seller, whether pursuant to this Purchase Agreement or otherwise, in satisfaction of any indebtedness of Buyer hereunder, and the retention by Seller of any such payments shall not preclude Seller from seeking additional or further damages from and against Buyer as Seller may elect.
- (e) Upon delivery of the Products to Buyer, Buyer shall immediately inspect the Products at its own cost. If the Products are found not to conform to the published specifications for such Products, Buyer shall give written notice to Seller of any claim to that effect within ten (10) calendar days after delivery of the Products, setting forth in reasonable detail the manner in which the Products do not conform. If Buyer retains the Products after delivery without giving Seller such notice as required, such failure shall constitute an irrevocable acceptance of the Products by Buyer except with respect to defects not reasonably discoverable by such inspection.
- (f) Immediately upon transfer of ownership to the Buyer, the Buyer shall be responsible, at its own cost, for appropriate insurance coverage. With respect to the Buyer's hull all risk and hull war risk insurance coverage, the Buyer shall cause the insurers of the Buyer's hull insurance policies to waive all rights of subrogation against the Seller, its assignees and its directors, officers, agents and employees. From the transfer of risks, the Buyer shall bear all risks related to the helicopter and waive the right of any recourse of any nature whatsoever against the Seller, its assignees and its directors, officers, agents and employees in this respect.
- (g) After delivery of the Products, should Buyer delay flyaway from Seller's facility, Seller shall provide hangar keepers care and charge Buyer according to prevailing rates. Buyer is responsible for any additional costs incurred by Seller due to such delay.

3- DELAYS

- (a) Seller shall not be responsible for, or liable to Buyer from any damages or expenses incurred by Buyer from any failure to perform or delay in performance by Seller due, in whole or in part, to "Excusable Delays." An "Excusable Delay" is any failure to perform or delay in performance that is due to causes beyond Seller's control including, but not limited to, acts of God, pandemic, epidemic, fire, explosion, acts of the public enemy, war insurrection, sabotage, labor disputes (regardless of the reasonableness of demands of labor), shortage of labor, fuel, power or materials, failure or delays in transportation, equipment or machinery breakdown, failure or delay of Seller's sources of supplies, acts, orders or priorities (whether compliance therewith is mandatory or voluntary) of any government, state, or political subdivision or agency thereof or judicial action and any other case beyond the reasonable control of the Seller, including any of the above events which pre-existed at the time of the signature of the Purchase Agreement and where unknown to Seller.
- (b) Seller's adherence to the delivery date is conditioned upon Buyer fulfilling all of its contractual obligations.
- (c) For the avoidance of doubt, the delay or absence of payment by Buyer cannot be considered by itself as an Excusable Delay.
- (d) In case of Excusable Delay, the contractual delivery date shall be extended by such period of time reasonably required to remove and/or overcome the event of Excusable Delay and its effects.

4- NO WARRANTY

Buyer acknowledges and agrees that Buyer is purchasing each helicopter sold hereunder "AS IS, WHERE IS" and that **SELLER MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS OR DESIGN OF THE AIRCRAFT OR ITS MERCHANTABILITY, ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OR CAPACITY OF THE MATERIALS IN THE AIRCRAFT OR ITS WORKMANSHIP.** No oral agreement, guarantee, promise, condition, representation, or warranty or any oral modification hereof shall be binding.

5- INDEMNIFICATION; LIABILITY

SELLER, EXCEPT FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, SHALL HAVE NO LIABILITY OF ANY KIND OR NATURE WHATSOEVER TO BUYER OR ANY OTHER PERSON ARISING OUT OF OR RELATED TO THE OWNERSHIP, USE, MAINTENANCE OR ENJOYMENT BY SELLER OF THE HELICOPTER(S) BEING DELIVERED HEREUNDER OR THE RECORDS AND MANUALS APPLICABLE THERETO, OR THE SALE AND TRANSFER HEREUNDER, AND BUYER SHALL INDEMNIFY AND HOLD SELLER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, OBLIGATIONS, LIABILITIES, RIGHTS, REMEDIES, DAMAGES, JUDGEMENTS, AND ANY COSTS OR EXPENSES INCIDENTAL THERETO (INCLUDING ATTORNEYS' FEES) ARISING OUT OF OR RELATED TO THE OWNERSHIP, USE MAINTENANCE OR ENJOYMENT OF THE AIRCRAFT BEING DELIVERED HEREUNDER, OR THE RECORDS AND MANUALS APPLICABLE THERETO, AFTER DELIVERY OF THE AIRCRAFT TO BUYER.

Each party shall be responsible for death or bodily injury arising to its own personnel, whatever the cause. The parties therefore waive the right to any claim against the other in this respect, except if such death or bodily injury is caused by the gross negligence or willful misconduct of the other party.

In no event shall the parties be liable for any indirect, consequential, incidental, special or punitive damages of any kind, including, but not limited to, damages for any loss of use or profit, loss of assets,

loss resulting from business disruption, loss of goodwill or loss of contractual opportunity by the other party.

To the extent permitted at law, Seller's obligations and liabilities and Buyer's rights and remedies as set forth in the Purchase Agreement are exclusive and are in replacement of any and all other remedies under law or otherwise.

6- PRICE ADJUSTMENT AND PRODUCT SPECIFICATION CHANGE

All prices are subject to adjustment, provided that written notice of any adjustment shall be given at least thirty (30) days prior to the delivery date, and provided, further, that Buyer may cancel its order to purchase any product, the price of which is increased (except for agreed change orders), by giving written notice thereof to Seller within ten (10) days after receipt of notice of such increase. Any Buyer requested changes, including configuration changes, which result in an impact to cost and/or delivery schedule require written agreement of Seller and Buyer to an equitable adjustment in price and/or delivery schedule prior to implementation of Buyer's requested changes. The specifications concerning the Product(s) covered hereunder are subject to change by Seller in order to permit incorporation of changes and improvements in the continued development of Seller's products. Any adjustment in prices resulting from specification changes shall be subject to the first sentence of this paragraph 6.

7- GENERAL

- (a) In the event of any dispute, claim, question or disagreement arising from or relating to this Purchase Agreement or the breach thereof, the parties agree to use their best efforts to settle the dispute, claim, question or disagreement by meeting to pursue resolution through negotiation before resorting to litigation. This Contract and the rights of the parties hereto shall in every respect be governed by and construed in accordance with the substantive laws of the State of Texas without regard to its conflict of laws principles or reference to the laws of any other state or jurisdiction. Buyer hereby irrevocably consents and agrees that any legal proceeding arising out of or in connection with this Purchase Agreement or the rights of the parties hereto may be commenced and prosecuted to conclusion in Dallas, Dallas County, Texas.
- (b) Buyer shall neither assign any rights nor delegate any duty under this Purchase Agreement without the prior written consent of Seller.
- (c) The signatory for Buyer hereby represents that he/she is Buyer's authorized representative and that Buyer is fully authorized and empowered to enter into this Purchase Agreement and has full authority to perform the terms and conditions hereof. This Purchase Agreement may be executed in multiple counterparts which together shall constitute the original hereof. The signature of either party exchanged by facsimile transmission or electronically via email shall be binding to the same extent, and have the same force and effect, as the exchange of an original written signature.
- (d) The language of each provision of this Purchase Agreement shall be construed as it relates to the entire agreement and accorded its fair meaning without regard to the person who drafted all or any part of this Purchase Agreement.
- (e) If any part of this Purchase Agreement shall be held by any court of competent jurisdiction to be illegal or unenforceable, the rest of this Purchase Agreement shall not be affected and shall remain in full force and effect.
- (f) Nothing in this Purchase Agreement shall constitute or create a joint venture, partnership, agency, or any similar relationship between Buyer and Seller. Neither party will have the authority to enter into contracts on behalf of or bind the other party in any respect. Buyer agrees to take such other action and to execute and deliver such agreements or

other documents as may be reasonably necessary or desirable to carry out the purposes of the provisions of this Purchase Agreement.

- (g) This Purchase Agreement may be executed and delivered by electronic means and upon such delivery the electronic signature shall constitute effective execution and is fully binding between the parties for all purposes.
- (h) The provisions of the limited warranty, confidentiality, intellectual property, and liability paragraphs of the Purchase Agreement shall survive and continue to have effect after the termination or expiry for any reason whatsoever of the Purchase Agreement.
- (i) No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed by both parties. No consent by either party to, or waiver of, a breach by either party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different or subsequent breach by either party.

8- NOTICES

All notices, requests, and other communications hereunder shall be in writing and shall be deemed to be given and received (a) when personally delivered by hand to the recipient or (b) three (3) days after deposit in registered or certified first class U.S. mail (or comparable national postal system, if appropriate), postage prepaid, or (c) transmitted by facsimile or electronically via email to the recipient at the address set forth under such recipient's name on the first page of this Purchase Agreement.

9- MODIFICATIONS

This Purchase Agreement supersedes all other agreement, written or oral, with respect to the understanding and agreement of the parties. This Purchase Agreement constitutes the final written expression of all the terms of this Purchase Agreement and is the complete and exclusive statement of those terms. No modification or amendment, except for approved change order, made to the printed terms and conditions of this Purchase Agreement shall be effective until both parties shall have signified their acceptance thereto by separately initialing each modification or amendment. Any subsequent modification, amendment, or waiver to this Purchase Agreement must be in writing and signified by both Buyer and Seller. In the event of any contradictions and/or discrepancies between the parts of the Contract, precedence shall be given in the following decreasing order:

1. Purchase Agreement
2. Terms and Conditions
3. Any other Exhibits and /or annexes in their order of appearance

10- REGULATORY RULES

The Buyer hereby undertakes to comply at all times with all applicable laws and regulations in particular and not limited to national and international anti-corruption, anti-money laundering and export control laws and regulations (together "Regulatory Rules").

- (a) The Products, goods, Parts, tooling, and data covered by this Purchase Agreement may be subject to governmental rules and regulations including but not limited to the provisions of US Customs and Border Protection laws (Title 19 of the US Code) and regulations (Title 19 of the Code of Federal Regulations), the Export Administration Act of 1979 (50 USC 2401 et seq.), the Export Administration Regulations (EAR) promulgated thereunder (15 CFR 768-799), the US Arms Export Control Act (22 USC 2778 et seq.), the International Traffic in Arms Regulations (ITAR) (22 CFR 120-128 and 130), and non-U.S. export laws and regulations. Buyer acknowledges that (1) these US statutes and regulations impose restrictions on the import from and export to countries outside the US of certain categories of goods, and data, (2)

licenses from the US Department of State and/or the US Department of Commerce may be required before such goods, and data can be exported and in some cases, imported, (3) these licenses may impose additional restrictions on use and further disclosure of such goods and data, and (4) the export or disclosure of such goods and data to foreign persons is subject to these statutes, regulations, license requirements and restrictions regardless of whether the export occurs in the US or abroad. Notwithstanding the foregoing, the obligation to comply with such regulation shall survive any novation, assignment, or transfer of obligation between the parties.

- (1) The Buyer undertakes to provide truthful, accurate and complete information to the Seller such as may be required by the Seller from time to time to comply with its obligations pursuant to the Regulatory Rules, including but not limited to information on the Buyer's corporate structure and shareholding, and the source(s) of financing of the Purchase Agreement.

The Purchase Agreement will only come into force once the Seller has received from the Buyer all required information and performed all necessary verifications pursuant to the Regulatory Rules and to the "Know your Customer" policy of the Seller.

During contract performance, failure by Buyer to comply with the Regulatory Rules and/or failure to timely provide all necessary information and/or cooperate with Seller shall entitle Seller to terminate the Purchase Agreement in accordance with the terms of the Purchase Agreement for Buyer's default without any prior notice or liability whatsoever.

- (b) Irrespective of the applicable Incoterm, if Products are exported directly to a country outside the United States, Seller will provide appropriate export customs documentation to Buyer or its designated freight forwarder. Buyer guarantees correct closure of the related customs procedure(s) in due time on leaving the United States or the country of dispatch. In case of non-compliance, Buyer shall be liable for any additional costs and charges imposed on Seller by the applicable tax authority.

11- CONFIDENTIALITY

During the performance of the Purchase Agreement, the confidential information of the parties shall be protected as follows: the term "Confidential Information" shall mean this Purchase Agreement and any information or data in whatever form (either in writing or orally, subject to the conditions set forth hereinafter, and including but not limited to any written or printed documents, samples, models or any means of disclosing such Confidential Information that the disclosing party may elect to use during the life of the Purchase Agreement), disclosed by either party to the other and which is designated as confidential by the disclosing party by an appropriate stamp, legend or any other notice in writing, or when disclosed orally, has been identified as confidential at the time of disclosure and has been promptly (thirty (30) calendar days at the latest) confirmed and designated in writing as Confidential Information of the disclosing party, or if not so designated would be understood by a reasonable recipient to be confidential.

The receiving party hereby covenants that, from the effective date of the Purchase Agreement, the Confidential Information received from the disclosing party shall:

- (a) be protected and kept in strict confidence by the receiving party, which must use the same degree of precaution and safeguards as it uses to protect its own Confidential Information of like importance, but in no case any less than reasonable care;
- (b) be only disclosed to and used by those persons within the receiving party's organization (including temporary workers) and its Affiliates, external counsels, lawyers, accountants, auditors, banks, insurers and IT Service Providers, who have a need to know and solely for the purpose specified in the

Purchase Agreement (and provided such entities are bound by confidentiality obligations either at least as constraining or resulting from a professional duty by operation of law);

- (c) not be used, in whole or in part, for any purpose other than the purpose of the Purchase Agreement without the prior written consent of the disclosing party;
- (d) neither be disclosed nor caused to be disclosed, whether directly or indirectly to any third party or persons other than those mentioned in Subparagraph 10(b) above; and
- (e) neither be copied nor otherwise reproduced nor duplicated, in whole or in part, where such copying, reproduction or duplication has not been specifically authorized in writing by the disclosing party.

The obligations of confidentiality/use restriction will not apply to any Confidential Information that the receiving party proves:

- (a) was in the public domain prior to the date of this Agreement or subsequently came into the public domain through no fault of the receiving party; or
- (b) was lawfully received by the receiving party from a third party free of any obligation of confidence to such third party; or
- (c) was already in the possession of the receiving party prior to receipt thereof, directly or indirectly, from the disclosing party; or
- (d) is required to be disclosed in a judicial or administrative proceeding after all reasonable legal remedies for maintaining the information in confidence have been exhausted including giving the disclosing party such advance notice of the possibility of disclosure as practical so the disclosing party may attempt to stop such disclosure or obtain a protective order concerning such disclosure; or
- (e) is subsequently and independently developed by employees, consultants or agent of the receiving party without reference to the Confidential Information disclosed under this Agreement.

Any Confidential Information and copies thereof disclosed by either party to the other shall, subject to any third party rights, remain the property of the disclosing party and shall be immediately returned by the receiving party upon request. Notwithstanding the confidentiality obligations stated in the Purchase Agreement, the receiving party may disclose the Confidential Information to any governmental agency or judge legally authorized to have mandatory access to such information, provided however that in these circumstances, the receiving party shall, prior to disclosure, notify the disclosing party to give the disclosing party the opportunity to take appropriate action(s), as far as available, against such disclosure. No right, license, interest or title to the Confidential Information is granted the receiving party. The parties agree that in the event of a threatened or actual breach of the terms of this Paragraph 10, the disclosing party would or will be irreparably harmed, will not have an adequate remedy at law, and will be entitled to seek injunctive relief and/or specific performance as a matter of right from a court of competent jurisdiction, without necessity of posting or providing any bond or other security otherwise required by applicable law. The injunctive relief which the disclosing party shall be entitled to seek shall include, but is not limited to, an injunction restraining the receiving party from any further breach of this Purchase Agreement and requiring it to take any affirmative action reasonably necessary to prevent any such further breach. The foregoing remedies will be cumulative of all other remedies which may be available to the disclosing party hereunder, at law or in equity.

12- INTELLECTUAL PROPERTY

Seller retains all rights in respect of developments, inventions, know-how, production procedures and any intellectual property rights relating to the Products and/or services.

Nothing in the Purchase Agreement shall be construed as a legal transfer of or license to (other than specified hereafter),

any patent, utility or design model, copyright, trademark, know-how or other intellectual property right.

Copying and/or reproducing and/or communication and/or transmission to a third party of any of Seller's Products, services, technical information, publications or training manuals, either wholly or partially, without Seller's express written consent is strictly forbidden (except for copying by Buyer of technical documentation provided by Seller exclusively for the purposes of operation and maintenance of the Helicopter(s) purchased by Buyer under the Purchase Agreement).

Seller grants the Buyer a non-exclusive, non-transferable license to use

- (a) SaaS for the purposes of operating and/or maintaining Helicopter(s), and/or
- (b) the executable form of the software on the related Product, for the purposes of operating the helicopter.

This license does not entitle Buyer to receive free of charge updates of such software. Buyer shall not decompile, disassemble, modify, reverse assemble, reverse engineer or reduce to human readable form, the software except to the extent the foregoing restriction is determined to be invalid or unenforceable under applicable law.

13- TERMINATION

- (a) Extraordinary Termination

Either party may immediately terminate the Purchase Agreement by notice in writing to the other party if:

- (1) If either party becomes insolvent or commits an act of bankruptcy or becomes bankrupt, or takes the benefit of any law that may be in force for bankrupt or insolvent debtors, or becomes involved in voluntary or involuntary winding-up or dissolution or liquidation proceedings, or if a receiver or receiver manager is appointed for all or any portion of a party's property or if any steps are taken or any action or proceedings are instituted by a party or any third party, including but not limited to, any court or governmental body of competent jurisdiction for the dissolution, winding-up or liquidation of such party or its assets, then the other party may terminate the Purchase Agreement by written notice to the insolvent party at any time and without prejudice to any other rights or remedies, or
- (2) The other party becomes bankrupt or insolvent.

- (b) Termination for Default

In the event that either party commits a material breach of its obligations under this Purchase Agreement and fails to cure that breach within ninety (90) days after receiving written notice of the breach, the other party may terminate this Purchase Agreement immediately upon written notice to the party in breach.

In the case of termination for default, the following shall apply:

- (1) In case of default by Buyer:
 - o Buyer shall reimburse Seller for all costs (including but not limited to raw materials, labor, overhead, storage and financial fees) incurred by Seller or which Seller could not avoid incurring (including termination indemnities, if any, under the contracts between Seller and its subcontractors or suppliers or under the second level contracts or subcontracts),
 - o Buyer shall pay to Seller a termination indemnity equal to ten percent (10%) of the price as well as an indemnity equal to the damages sustained by Seller,
 - o Buyer shall indemnify Seller in case remedies are available by Buyer under the Purchase Agreement, in addition to those mentioned under Subparagraphs 13(a)(1) and 13(a)(2) above, and

- Seller shall be entitled to retain any prior payments and/or deposits previously made by Buyer.
- (2) In case of default by Seller:
- Seller shall return to Buyer any Buyer furnished equipment remaining on its premises, and
 - Seller shall refund Buyer, the amount of any payments received prior to such default.

Exhibit 2
HELICOPTER CONFIGURATION AND SUMMARY



Exhibit 2

Helicopter Configuration and Summary

Airbus Helicopters AS350B3e (aka H125) Serial Number 7708, FAA Reg. N176SC, Build Year 2013						
ITEM	MANUFACTURER	TYPE NUMBER	DESCRIPTION	WEIGHT	ARM (IN)	MOMENT(LB-IN)
1	Garmin	GDU-620	EFIS Display	7.10	33.0	237.1
2	Garmin	GDC-74H	Air Data System	1.70	79.0	134.6
3	Garmin	GTP-59	OAT Probe	0.10	94.0	9.4
4	Garmin	GRS-77	AHRS System	2.80	80.0	223.2
5	Garmin	GMU-44	Flux Gate (MSU)	0.40	248.0	99.0
6	Garmin	GDL-69A	Data Link Receiver	2.80	175.0	488.6
7	Garmin	GRS-56	Satphone transceiver	4.04	171.0	691.4
8	Comant	CI-490-1	Sat Antenna	0.70	77.0	53.6
9	RC Allen	2600-2	Standby Attitude Gyro	0.30	35.0	10.4
10	Mid Continent	MD15-322	Standby Altimeter	0.80	34.0	26.9
11	Mid Continent	MD25-200	Standby Airspeed	0.60	34.0	20.2
12	Garmin	GTN-650	GPS/Nav/Com	7.00	41.0	287.0
13	Comant	CI-428-200	GPS Antenna	0.85	77.0	65.1
14	Comant	CI-205-3	Nav Antenna	1.80	225.0	405.0
15	Mini Circuits	ZFSC-2-18 +	Nav Antenna Splitter	0.10	34.0	3.4
16	Comant	CI-121	Com Antenna	0.50	267.0	133.3
17	Garmin	GTN-750	GPS/Nav/Com	7.70	42.0	320.3
18	Comant	CI-428-410	GPS/XM Antenna	0.30	429.0	128.8
19	Comant	CI-122	Com Antenna	0.50	60.0	30.1
20	KGS	RG-28	12VDC Supply	1.20	132.0	158.3
21	Cobham	Control Panel	13090101	0.50	41.0	20.3
22	Cobham	Servo Pitch	131004	3.60	65.0	235.4
23	Cobham	Servo Roll	131004	3.60	66.0	237.2
24	Cobham	FCC	01311-02-10	1.60	100.0	159.4
25	Garmin	GTS-800	Traffic Processor	9.00	135.0	1215.0
26	Garmin	GA-58	Traffic Antenna	0.90	18.0	15.8
27	Garmin	GA-58	Traffic Antenna	0.90	62.0	55.4
28	Garmin	GTX-33ES	Transponder	3.10	175.0	542.2
29	Comant	CI-105-6	Transponder Antenna	0.30	51.0	15.2
30	Garmin	GDL-88	ADS-B	3.90	175.0	682.1
31	Comant	CI-105-6	ADS-B Antenna	0.30	42.0	12.6
32	Garmin	GRA5500	Radio Altimeter RT	3.50	173.0	605.9
33	Garmin	013-00378-00	Radio Altimeter ANT	0.20	231.0	46.3
34	Garmin	013-00378-00	Radio Altimeter ANT	0.20	266.0	53.2
35	Astra Tech	LC-2	Clock	0.25	32.0	7.9
36	G13000	Audio Router	Audio Router	4.50	118.0	531.5
37	G13116	Audio Panel (Pilot)	Audio Panel (Pilot)	1.50	48.0	72.5
38	G13116	Audio Panel (TFO)	Audio Panel (TFO)	1.50	34.0	50.9
39	G13116	Audio Panel (Observer)	Audio Panel (Observer)	1.50	89.0	132.9
40	AA35-100	Audio Mixer	Audio Mixer	1.10	122.0	134.2
41	LoneStar	LS03-05105	USB Charger	0.20	35.0	7.0
42	Technisonic 9000	TDFM90001NV/P7292	FM transciever	6.00	45.0	267.0
43	Technisonic 9000	RC9000	FM Remote	0.69	90.0	61.9
44	Comant	CI-177-1	VHF FM Antenna	0.50	89.0	44.3
45	Comant	CI-310-20	800 MhZ Antenna	0.40	89.0	35.4
46	Comant	CI-310-20	800 MhZ Antenna	0.40	81.0	32.4
47	Comant	CI-310-20	800 MhZ Antenna	0.40	331.0	132.5
48	L-3	80511500001	WX-500 Processor	2.50	171.0	427.3
49	L-3	80510930001	WX-500 Antenna	0.84	152.0	127.7
50	Aerocomputer	UC6000	Map Computer	12.00	138.0	1656.0
51	Aerocomputer	106-000	Keyboard	2.50	39.0	96.5
52	Aerocomputer	GPS-ANT-L1/L2	GPS Antenna	0.70	77.0	53.6
53	Avalex	AVM4065N	6" Monitor	2.70	37.0	98.8
54	Avalex	AV4127N	12" Monitor	5.10	37.0	186.7
55	Flight Display Systems	FD90AID-10-T-NVG-SR-1	10" Monitor	2.75	84.0	231.0
56	VAC	13-111-104-A	HD-SDI Splitter	0.75	154.0	115.1
57	VAC	11-511-108	NTSC Splitter	0.50	158.0	79.0



Exhibit 2

Helicopter Configuration and Summary

Airbus Helicopters AS350B3e (aka H125) Serial Number 7708, FAA Reg. N176SC, Build Year 2013						
ITEM	MANUFACTURER	TYPE NUMBER	DESCRIPTION	WEIGHT	ARM (IN)	MOMENT(LB-IN)
58	Marshall Electronics	CV225MB	HD Camera	0.38	118.0	44.3
59	Marshall Electronics	CV225MB	HD Camera	0.38	176.0	66.0
60	PulseLite	3060-S	Pulselight	1.00	92.00	91.7
61	Avalax	AVR8345	DVR	2.00	32.0	63.0
62	NAT	AA21-400	PA/Siren Control	1.40	43.00	59.6
63	Power Sonix	PS-SPKR-300A	Speaker	9.70	89.0	859.4
64	Power Sonix	PS-SPKR-300A	Speaker	9.70	83.0	801.2
65	Power Sonix	PS-AMP-600	PA Amplifier	2.70	75.0	201.4
66	LoJack	4107-0003-10	PTC3 Receiver	1.90	40.0	76.0
67	LoJack	4106-0003-00	LoJack Display	0.60	36.0	21.5
68	LoJack	2002-0064-00 (173.065)	Antenna	0.20	59.0	11.7
69	LoJack	2002-0064-00 (173.065)	Antenna	0.20	59.0	11.7
70	LoJack	2002-0064-00 (173.065)	Antenna	0.20	71.0	14.1
71	LoJack	2002-0064-00 (173.065)	Antenna	0.20	71.0	14.1
72	Vislink	9001745	Downlink Antenna	0.40	164.0	65.6
73	Vislink	HDX1100C3	Downlink Transmitter	9.20	158.0	1453.6
74	L3	MX10	FLIR Gimbal Assy	37.00	41.0	1520.7
75	L3	90197-03	FLIR Hand Controller	3.80	73.0	277.8
76	L3	44939-01	Laser Pointer	0.80	36.0	28.5
77	L3	3GOXX16A4XTR13	FLIR GPS Antenna	0.40	77.0	30.6
78	Spectrolab	25000	Searchlight	25.00	198.0	4947.5
79	Spectrolab	19059	Searchlight gimbal	10.40	198.0	2058.2
80	Spectrolab	20706	Searchlight Junction Box	6.40	145.0	925.4
81	Spectrolab	30039	Searchlight Controls (OBS)	0.70	48.0	33.6
82	Metro Aviation	04117-50A011	Relay Box	1.60	146.0	232.8
83	Whelen	7108001	AntiCollision Light	0.60	177.0	232.8
84	Spectrolab	030039-32	SLASS Hand Control	0.70	48.0	33.6
85	Spectrolab	033537-1	Integration Box	1.70	151.0	256.7
86	Metro Aviation	350M-COMM PANEL	COMM PANEL		48.0	106.1
87	Metro Aviation	350M-IP150	INSTR PANEL		151.0	
88	Metro Aviation	350M-735	EQUIP SHELF			
89	Metro Aviation	350M-730	REMOTE EQUIP SHELF			
90	Metro Aviation	350M-158	DOUBLER			
91	Metro Aviation	350M-155	ANTENNA MOUNT			
92	Metro Aviation	350M-157	DOUBLER INSTALL			
93	Metro Aviation	350M-700	REMOTE EQUIP MT			
94	FDC	13501N3	ENG AIR FILTER			
95	AIRFILM	AFDP-1	Utility Post L/H			
96	Thales	515-030	200 A START / GEN			
97	ECL	350-600004	A/F FUEL FILTER			
98	ECL	350-201014	AFT BAGGAGE DOOR			
99	AEC	350A82-1051	T/R GUARD			
100	AEC	350A82-1044	AFT BELLY STROBE			
101	FACET	1741320	SCAVENGE OIL FILTER			
102	BRAUER	350-355-3333	FULL SKID SHOES			
103	GENEVA	P-132	SWITCH PANEL			
104	BREEZE SB 25-00-64	350A07-2700-0077	Hoist			
105	Metro Aviation	NA	MAP CASE			
106	ON BOARD SYS	200-282-03	Cargo Hook - FP	30.00	133.0	3990.0
107	ECF -		DUAL CONTROLS			
108	ECF	CABIN INTERIOR & FLOOR COVERINGS				
109	E.Cr	SEATS	PILOT & CO-PILOT			
110	ECF	TC'ed	HIGH SKID GEAR			
111	ECF	TC'ed	FIRE EXT.			
112	ECF	TC'ed	CABIN HEAT			



Exhibit 2

Helicopter Configuration and Summary

Airbus Helicopters AS350B3e (aka H125) Serial Number 7708, FAA Reg. N176SC, Build Year 2013						
ITEM	MANUFACTURER	TYPE NUMBER	DESCRIPTION	WEIGHT	ARM (IN)	MOMENT(LB-IN)
113	ECF	TC'ed	BOARDING STEPS			
114	ECF	TC'ed	KANAD ELT			
115	ECF	TC'ed	VISION 1000			
116	ECF	STC# SH4016SW-D	HOURMETER			
117	DART EXT MIRROR	350-200254/64	L/H & R/H MIRROR INST.			
118	RSG AIR COND	35000011HP	R134a A/C SYSTEM			
119	ECL	350-700324	RG390E BATTERY INSTL			
120	TYLER	AFSM	ROPE DOWN FIXED ONLY			
121	AMTEC	342445-1	SX-16 Mount			
122	LifePort Modular Seat Rack	STC# SR01193LA	Seating System			
123	LifePort Wall Rack	100-5352	Wall Rack			
124	AMP	S000010800	HD-SD Switch			
125	Trumeter	P8-490	Resettable Counter Bamb			
126	Marshall Electronics	CV225MB	HD Camera			
127	Marshall Electronics	CV225MB	HD Camera			

**Exhibit 3
HELICOPTER BASIC RENDITION**



Exhibit 3 Helicopter Basic Rendition

