

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.38  
(ID # 21645)**

**MEETING DATE:**  
Tuesday, April 18, 2023

**FROM :** SHERIFF-CORONER-PA:

**SUBJECT:** SHERIFF-CORONER-PA: Approval of the Single Source Purchase of (1) Helicopter from Airbus Helicopters, and (1) PC12 NGX from Pilatus Business Aircraft Ltd. [All Districts]; [Total Cost \$18,469,548; Up to \$554,087 in additional compensation; 100% Sheriff's Budget] (4/5 Vote Required)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the purchase of one H125/AS350B3e helicopter from Airbus Helicopters for a cost not to exceed \$7,724,489 without securing competitive bids, in accordance with Ordinance 459.4.
2. Approve the purchase of one PC-12 NGX aircraft from Pilatus Business Aircraft Ltd. At cost not to exceed \$10,745,059 without securing competitive bids, in accordance with Ordinance 459.4.

Continued on Page 2

**ACTION:Policy, 4/5 Vote Required**

  
Donald Sharp, Undersheriff 4/11/2023

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Washington, seconded by Supervisor Spiegel and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Spiegel, Washington, Perez, and Gutierrez  
Nays: Jeffries  
Absent: None  
Date: April 18, 2023  
xc: Sheriff

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

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**RECOMMENDED MOTION:** That the Board of Supervisors:

3. Approve the Purchase Agreements with Airbus Helicopters, Inc and Pilatus Business Aircraft Ltd. in the amount of \$7,724,489 and \$10,745,059, and authorize the Chairman of the Board to sign the Agreement on behalf of the County; and,
4. Authorize the Purchasing Agent, in accordance with Ordinance 459, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that exercise the options of the agreements including modifications of the statement of work that stay within the intent of the Agreement and sign amendments to the compensation provisions that do not exceed the sum total of three percent (3%) of the total purchase amounts; and,
5. Authorize the Purchasing Agent to take all steps necessary to implement the purchasing of one (1) Airbus H125 Helicopter and (1) Pilatus PC-12 NGX airplane including, but not limited to, signing subsequent essential and relevant documents, and executing any non-substantive amendments, subject to approval by County Counsel.
6. Approve and Direct the Auditor-Controller to make budget adjustment according to Schedule A.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 18,469,548	\$ 0	\$ 18,469,548	\$ 0
<b>NET COUNTY COST</b>	\$ 18,469,548	\$ 0	\$ 18,469,548	\$ 0
<b>SOURCE OF FUNDS:</b> 100% Sheriff's Budget			<b>Budget Adjustment:</b> Yes	
			<b>For Fiscal Year:</b> 22/23	

**C.E.O. RECOMMENDATION:** Approve

**BR 23-083**

**BACKGROUND:**

**Summary**

The Sheriff's Aviation Unit has a fleet of 7 aircraft. These consist of a 2000, 2005, 2007 Airbus AS350 B3, two 2014 Airbus H125/AS350 B3e helicopters, a 2020 Airbus H145 search and rescue helicopter and one 1974 Cessna 182P fixed wing airplane. They operate a hangar at the Hemet-Ryan airport and the Jacqueline Cochran Regional Airport in Thermal.

Riverside County has exceeded 2.4 million residents, making it the fourth most populous county in California and the tenth most populous county in the United States. The County is roughly 180 miles east to west and 45 miles north to south; covering 7,208 square miles. Riverside County expects the county's population to exceed more than 2.6 million by 2025 and more than 2.8 million by 2030. The Riverside County Sheriff's Office, through partnership with surrounding counties and the California Office of Emergency Services is designated in mutual aid region 6,

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which can provide or request resources within the State of California during a disaster or catastrophe. Aviation assets support the department in routine, emergency, and catastrophic events by transporting personnel, resources, providing overwatch and numerous other uses to meet Riverside County's public safety's responsibilities.

As discussed by Sheriff Chad Bianco in the 22/2023 fiscal year budget presentation on June 13, 2022, the Sheriff's Aviation Unit is unable to provide sufficient aviation coverage to both the west and east ends of the county with the current fleet and lacks a purpose build and capable fixed wing aircraft. The Executive Office made a commitment to work with the Sheriff's Department to identify a funding solution for the helicopter request. The Sheriff's Department has identified budget savings in current year to purchase the additional helicopter.

**Justification of Single Source Purchase**

As a result of our market research, the Department selected the Airbus H125 as their choice for adding to the existing fleet of helicopters. The decision was based on operational needs and cost saving initiatives. The department's current fleet of helicopters is comprised exclusively of the Airbus helicopters, and our pilots are familiar with the control panel, equipment, and performance of the aircraft. Maintaining the same type of fleet is advantageous especially when the pilot needs to make a quick decision during an emergency. For instance, since the pilots fly Airbus aircraft, transitioning to a different aircraft for short periods could be problematic if they found themselves in an emergency and relied on "muscle memory" to maneuver the helicopter from crashing. The ability to make critical decisions and input control information at a moment's notice is vital and can be lifesaving.

The H125/AS350 B3e's have upgraded avionics, navigation equipment and traffic alert systems which require less workload and greater safety for the aircrew. The aircraft has dual full authority digital engine control systems (FADEC) which provides redundancy in fuel management, engine control and monitoring. It has a dual hydraulic flight control system for redundancy and safety. These options are currently not found on three of the Sheriff's Office's older aircraft built in 2000, 2005 and 2007. A new helicopter will allow for lightened workload on the aging fleet.

With routine or unexpected, light or major maintenance, is necessary to have six single engine patrol helicopters to assure there is always aircraft available to support seven day a week, night and day operations in the west and east end of the county.

The Sheriff's Office operates a 1974 Cessna 182P single engine, fixed wing aircraft with four seats. This aircraft is typically found privately owned and in general aviation applications. This is due to its limited ability to carry weight, limited three passenger and one pilot configuration, highly condensed seating configuration and lack of significant cargo area. The aircraft is also limited to a 161 miles per hour cruise speed with a maximum range of 800 miles. There are no cameras, infrared sensors, auto pilot or ground mapping equipment in this aircraft. This aircraft is not certified for poor weather instrument meteorological conditions.

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The Pilatus PC-12 NGX (government only edition) is a purpose built single-engine turbo prop, fixed-wing aircraft with a 2,071 mile range and top speed of 330 miles per hour. It has a pressurized cabin and has a service ceiling of 30,000 feet. The interior configurations can be changed in minutes to meet the requirements of the mission; including but not limited to; nine persons with equipment console, two passengers with two medical gurneys, several four or five passenger configurations with specially equipped staff, and several passenger configurations to expand the cargo area. This flexibility in configuration will allow the Department immediate changes in configuration to meet the assigned mission. This will allow the aircraft to be utilized in a wide variety of use cases.

The Pilatus is equipped with high-resolution thermal imaging camera equipment, which will allow the Sheriff's Office to conduct intense and complicated search and rescue and mapping missions. The aircraft's 52" x 53" oversized cargo door is not found on any other similar aircraft. This cargo door allows for easily changing interior configurations such as removing seats, reconfiguring seats, loading medical gurneys and patients, and quickly loading personnel and special equipment to respond to critical events or natural disasters. The cargo door will accommodate a full-size pallet to be secured into the aircraft by a forklift. This specific model is the only single-engine aircraft manufactured in the world with the above listed capabilities.

The Pilatus' capability, performance and technology is comparable to similar dual engine turbo-prop aircraft, but with significant savings in fuel consumption, maintenance costs and pilot training costs. The Pilatus operating costs are 30% to 60% lower as compared to twin engine turboprop aircraft. It is certified to be flown by a single pilot, reducing flight crew costs. Single engine aircraft training and certification is less expensive than training pilots to fly dual engine aircraft. The Pilatus aircraft's accident rate is 0.60 for 100,000 hours flown, less than ½ of the average accident rate of single engine turboprop aircraft.

With the ability to take off and land on paved, gravel, dirt or grass runways, the Pilatus only requires a 2,485' of runway. This allows the aircraft to utilize smaller airfields potentially closer to the mission's destination to reduce time and increase efficiency.

**Impact on Residents and Businesses**

The Sheriff's Aviation Unit provides helicopter support for patrol operations and search and rescue incidents by responding quickly to emergencies while ensuring the safety of responding officers and the public. With the addition of one H125/AS350 B3e, the Sheriff's Office will be able to provide uninterrupted patrol support for the east and west ends of the county day and night, seven days a week.

The Pilatus PC-12 NGX will be available to fly investigators with time sensitive tasks in the most critical types of criminal investigations, be utilized in Department extraditions, shuttle staff annually to complete jail inspections, aid transporting executive staff to required meetings in and out of county, map natural disasters for critical assessments, provide high altitude and high tech

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search and rescue, provide specially trained and geared staff to respond quickly to critical incidents or mutual aid requests, and be a resource to other county departments with reduced travel time, reduced lodging, reduced per diem and allowing executive staff to be more available within the county.

Locating the suspect and allowing the most knowledgeable case investigator to interview them as soon as possible, greatly increases the likelihood the suspect speaks to investigators, gives admissions or actionable information and/or a confession. Often scheduling commercial airfare, rental cars, hotels and dealing with the extensive processes to allow investigators to fly armed in commercial aircraft causes significant delays to this critical timetable.

There is significant process to transporting a handcuffed prisoner on a commercial airline, and commercial pilots have refused to allow prisoners onboard. Due to long waits at airports, often long drives to commercial airports and restrictions on how law enforcement is allowed to handcuff prisoners, some prisoners in transport have refused to board or faked a medical condition to delay extradition, causing deputies multi-day delays in a foreign jurisdiction until a medical release could be given. Utilizing the Pilatus aircraft, two-day extraditions could be completed in a single day, utilizing smaller airports closer to the desired jail and without firearm restrictions or restraint restrictions. Although costs associated with extraditions are state reimbursable, using department aircraft would save taxpayers money in deputies overtime, commercial airfare, vehicle rental and hotel expenses. Also, the State of California would reimburse the Department's costs associated with the aircraft when utilized in extraditions.

A fixed wing aircraft with state-of-the-art video, picture and sensor equipment can be used to map large geographical areas after fires, floods, earthquakes, or other disasters. It can quickly photograph real time condition of Riverside County's infrastructure and waterways. A high-altitude, fixed wing aircraft with precision cameras and Forward Looking Infrared (FLIR) can search larger geographical areas during search and rescue missions than their rotary aircraft counterparts. Locating a missing person quickly and forwarding that information to the Sheriff's rescue helicopter will save lives.

A fixed wing aircraft with seating for nine people could be utilized to deploy Sheriff's Office teams with specialty training and equipment throughout the county or even the state during mutual aid. The Sheriff's Special Enforcement Bureau could be flown to Blythe to provide resources during an emergency or the Sheriff's Dive Team could be flown anywhere in the state with their gear during a CAL-OES mutual aid request, quickly and effectively.

A fixed wing aircraft can be a resource to other county departments with reduced travel time, reduced lodging, reduced per diem and allowing executive staff to be more available within the county. Regardless of availability, a cost benefit analysis will be performed to assure the overall benefit of utilizing the aircraft outweighs the monetary cost.

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**Contract History and Price Reasonableness**

The total purchase cost of the Airbus AS350 B3e, including tax is \$7,724,489 (helicopter before tax \$7,168,899; tax is \$555,590). This pricing includes the negotiated pricing in which the vendor provided a discount of \$83,473. The Sheriff's Office is requesting for a 3% contingency to account for all cost contingencies related to the helicopter procurement.

The total purchase cost of the Pilatus PC-12 NGX, including tax is 10,745,059 (Plane before tax \$9,972,212; tax is \$772,847) The Sheriff's Office is requesting for a 3% contingency to account for all cost contingencies related to the fixed-wing procurement.

**Additional Fiscal Information**

The purchase agreement with Airbus Helicopters, Inc. does not include sales tax, as the county will be remitting use tax in the amount of \$555,590, which is equal to 7.75%, directly to the State of California. Coordination of payment will be handled with the Auditor-Controller's office.

The purchase agreement with Pilatus Business Aircraft Ltd. does not include sales tax, as the county will be remitting use tax in the amount of \$772,847, which is equal to 7.75%, directly to the State of California. Coordination of payment will be handled with the Auditor-Controller's office.

**Attachments**

- 3 - Airbus Helicopters Purchase Agreement One H125/AS350B3e Helicopter
- 3 - Pilatus Business Aircraft Ltd. Purchase Agreement One PC-12 NGX aircraft

**SCHEDULE A.**

**BUDGET ADJUSTMENT**

**FY 22/23**

**Decrease Appropriations:**

10000-2500400000-510040	Regular Salaries	\$ 18,469,458
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**Anticipated Use of Unassigned Fund Balance:**

10000-2500400000-370100	Unassigned Fund Balance	\$ 18,469,458
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**Increase Appropriations:**

10000-2500300000-546040	Equipment – Aircraft	\$ 18,469,458
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**Anticipated Increase of Unassigned Fund Balance:**

10000-2500300000-370100                      Unassigned Fund Balance                      \$    18,469,458

  
\_\_\_\_\_  
Heydee Koury, Sr Accountant - Auditor

4/12/2023

  
\_\_\_\_\_  
Suzanna Mackley, Assistant Director of Purchasing and Fleet Service

4/11/2023

  
\_\_\_\_\_  
Rebecca S Cortez, Principal Management Analyst

4/12/2023

  
\_\_\_\_\_  
Kristine Bell-Valdez, Supervising Deputy County Counsel

4/11/2023



# PILATUS AIRCRAFT PURCHASE AGREEMENT

between

**Pilatus Business Aircraft, Ltd.**

Rocky Mountain Metropolitan Airport

12300 Pilatus Way

Broomfield, CO 80021

(the **Seller**)

And

**County of Riverside**

Riverside County Sheriff's Department

4095 Lemon St. – 3rd Floor

Riverside, CA 92501

(the **Purchaser**)

(each, a **Party**, and collectively, the **Parties**)



## 1 DEFINITIONS

Defined terms shall have the meanings ascribed to them in this Agreement, the General Terms and Conditions hereof and the Exhibits hereto.

## 2 AIRCRAFT

**Aircraft** shall mean the Pilatus PC-12 Standard Aircraft as described in **Exhibit A** together with the Optional Equipment as described in **Exhibit B**.

## 3 DELIVERY SCHEDULE

**Q4 2025** (the **Scheduled Delivery Date**).

## 4 AIRCRAFT SERIAL NUMBER

TBD

## 5 PURCHASE PRICE

• Standard Aircraft, as per <b>Exhibit A</b>	USD	5,302,500
• Optional Equipment, as per <b>Exhibit B</b>	USD	4,669,712
• The Total Purchase Price of the Aircraft	USD	9,972,212

## 6 PAYMENT SCHEDULE

• Initial non-refundable deposit due upon execution of this Agreement	USD	200,000
• Progress payment upon completion and acceptance of Preliminary Design Review.	USD	1,800,000
• Balance upon delivery	USD	7,972,212

## 7 NOTICE PERIOD

One hundred and fifty (150) calendar days (the **Notice Period**).

## 8 OPTIONAL EQUIPMENT; INTERIOR AND EXTERIOR CHOICES

The Purchaser shall specify the optional equipment for the Aircraft and other options from the Seller's Optional Equipment List, chose interior materials and paint scheme offered by the Seller not later than the Notice Period prior to the Scheduled Delivery Date of the Aircraft, as defined in Section 1.1 of the General Terms and Conditions of this Agreement. All optional equipment ordered by the Purchaser, including adjustments, if any, to the optional equipment purchase price or Scheduled Delivery Date, shall be set forth in a fully executed amendment to this Agreement. Should the Purchaser fail to specify interior material and/or a paint scheme by the said Notice Period to the Scheduled Delivery Date of the Aircraft, the Seller at

Purchaser



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Seller



its sole discretion may either (i) adjust the Scheduled Delivery Date and/or the Aircraft's serial number to account for the Purchaser's delay, (ii) fit any standard interior color selection and paint the Aircraft with the Seller's standard paint scheme, or (iii) terminate this Agreement.

## 9 GENERAL TERMS AND CONDITIONS AND EXHIBITS

The Purchaser and the Seller acknowledge and agree by execution of this Agreement that (i) the **General Terms and Conditions**, (ii) **Exhibit A** (Standard Aircraft), (iii) **Exhibit B** (Optional Equipment) as amended when the specification has been selected by the Seller according to the terms of this Agreement and agreed by the Parties, (iv) **Exhibit C** (New Aircraft Limited Warranty Policy), (v) **Exhibit D** (Training) and (vi) **Exhibit E** (Cape Town Treaty) all attached hereto, are expressly incorporated herein and form an integral part of this Agreement.

## 10 DISCLAIMER

Except for the express terms of the New Aircraft Limited Warranty Policy, the Seller makes no representations or warranties, express or implied, of design life, so called serial defects, merchantability or fitness for any particular purpose.

The Seller specifically excludes and disclaims any and all representations and/or warranties not included in this Agreement. The New Aircraft Limited Warranty Policy is in lieu of any other warranty, obligation or liability whatsoever by reason of the manufacture, sale, lease, or use of the Aircraft and no person or entity including employee or representative of the Seller is authorized to make any other representations or warranties or to assume any obligations on behalf of the Seller regarding the New Aircraft Limited Warranty Policy.

The remedies of repair or replacement are the only remedies available under the New Aircraft Limited Warranty Policy.

In no event shall the Seller, its affiliates and their respective shareholders, officers, directors, agents and/or employees be liable for any special, indirect, incidental, punitive or consequential damages, including, without limitation, loss of profits or goodwill, loss of use, loss of time, inconvenience, or commercial loss.

The laws of some jurisdictions do not permit certain limitations on warranties or remedies. In the event such a law applies, the foregoing exclusions and limitations are amended insofar, and only insofar, as required by the said law.

## 11 AUTOMATIC TERMINATION IN CASE OF LISTING ON DENIED PERSONS LIST

This Agreement shall terminate automatically if the Purchaser is: (i) listed in the annex to, or otherwise subject to the provisions of, that certain Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit or Support Terrorism ; (ii) named as a "specifically designated national (SDN)" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website (<http://www.treas.gov/ofac/t11sdn.pdf>) or at any replacement website or other replacement official publication of such list; (iii) acting, directly or indirectly, in contravention of any antimoney laundering law or terrorist organizations or narcotics traffickers, including those

Purchaser



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Seller



persons that are included on any relevant lists maintained by the United Nations, North Atlantic Treaty Organization, Financial Action Task Force on Money Laundering, U.S. Office of Foreign Assets Control, U.S. Securities and Exchange Commission, U.S. Federal Bureau of Investigation, U.S. Central Intelligence Agency, U.S. Internal Revenue Service, all as may be amended or superseded from time-to-time; or (iv) owned or controlled by, or acting for or on behalf of, any person described in clauses (i), (ii) or (iii) above.

Agreed and signed on

(the **Effective Date**)

For and on behalf of:

**Pilatus Business Aircraft, Ltd.**



Name: Thomas Bosshard

Title: President & CEO

Date: 4/11/23

For and on behalf of:

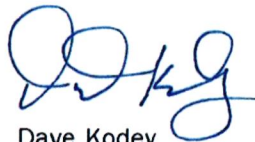
**County of riverside, a political subdivision of the State of California**



Name: Kevin Jeffries

Title: Chairman, Board of Supervisors

Date: 4/18/23



Dave Kodey

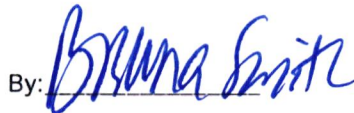
Title: Interim CFO

Date: 4/11/23

ATTEST:

Kimberly Rector

Clerk of the Board



By:

Deputy

APPROVED AS TO FORM:

Minh C Tran

County Counsel



By:

Kristine Bell Valdez

Supervising Deputy County Counsel

Purchaser



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Seller



# GENERAL TERMS AND CONDITIONS



## OF PILATUS AIRCRAFT PURCHASE AGREEMENT

### 1 SPECIFICATION CHANGES

1.1 The Seller shall have the right to make changes to the Aircraft and to substitute equivalent equipment, accessories, or material in the Aircraft without the prior consent of the Purchaser where such changes or substitutions are deemed necessary or advisable by the Seller to prevent delays in manufacture or Delivery or to improve the performance, product reliability, stability, control, utility, manufacture, or appearance of the Aircraft, provided that such changes or substitutions shall not adversely affect the Total Purchase Price, Scheduled Delivery Date, or performance of the Aircraft and shall not materially affect its design, weight, or balance.

1.2 If, after the date of this Agreement but before the Scheduled Delivery Date, any change to the Aircraft is required because of any changes in law, regulations or governmental interpretation thereof by any relevant governmental agency (**Regulatory Change**), and such Regulatory Change is applicable to all aircraft in general or the relevant aircraft category, the Seller shall have the option to extend the Scheduled Delivery Date (subject to the provisions of Section 3.2), and adjust the Total Purchase Price to reflect the cost and impact of such modifications.

### 2 PURCHASE PRICE AND PAYMENT TERMS

2.1 The Total Purchase Price includes training courses as described in **Exhibit D**.

2.2 The Total Purchase Price does not include, and the Purchaser shall timely pay and indemnify the Seller against, all Aircraft registration fees, value-added tax, sales taxes, use taxes, gross receipts taxes, excise taxes and any other taxes, duties, or fees levied, withheld or imposed by any governmental authorities, including any interest and penalty, and shall promptly reimburse the Seller for such fees or taxes if the Seller has advanced the same.

2.3 All payments shall be made in United States Dollars (USD) by wire transfer of funds or by other method acceptable to the Seller. Purchaser shall pay Seller the Total Purchase Price in accordance with the payment schedule set forth on page one of this Agreement:

2.3.1 This Agreement is only valid upon receipt of the initial non-refundable deposit and will not become binding and effective between the Parties until the Seller has countersigned this Agreement and returned an executed copy to the Purchaser.

2.3.2 The Purchaser shall transfer the second non-refundable deposit as specified in the Section Payments to Seller before the Notice Period prior to Scheduled Delivery Date. Non-payment of this deposit by the Purchaser within the Notice Period prior to Scheduled Delivery

Purchaser

A blue ink signature of the Purchaser, consisting of stylized initials.

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Seller

A blue ink signature of the Seller, consisting of stylized initials.

Date constitutes a default in accordance with Section 6.1, below, and provides the Seller with the options as set forth in Section 6.2, below.

### **3 SCHEDULED DELIVERY DATE; DELAY**

3.1 The Seller shall make reasonable efforts to prepare the Aircraft for delivery on the Scheduled Delivery Date set forth on page one of this Agreement, subject to adjustment from time to time as provided herein, at the Seller's facility.

3.2 If the Scheduled Delivery Date is delayed for more than six (6) months, whether for delay in production or in connection with an event of Force Majeure, the Seller shall so notify the Purchaser in writing.

3.3 The Purchaser may terminate this Agreement by written notice given within thirty (30) calendar days following the Purchaser's receipt of said notification from the Seller.

3.4 Following any such termination, the Seller shall, within ten (10) business days from receipt of such written notice, refund all payments and/or deposits made by the Purchaser hereunder without interest, charges, or penalties and without further responsibility to Purchaser.

3.5 In the event the Purchaser fails to exercise its right of termination under this Section 3.2 within thirty (30) calendar days after receiving the Seller's notice, the Purchaser shall be deemed to have waived its right of termination with respect thereto and shall have accepted such delay.

### **4 ACCEPTANCE**

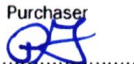
4.1 The Seller shall give written notice to the Purchaser not less than ten (10) business days prior to the date on which the Aircraft will be ready for delivery (the **Ready-for-Delivery Date**). If the Ready-for-Delivery Date is earlier than the Scheduled Delivery Date, the Purchaser shall have the right to delay Delivery until the Scheduled Delivery Date.

4.2 The Purchaser shall inspect the Aircraft (the **Inspection**) no later than five (5) business days after the Ready-for-Delivery Date.

4.3 If requested, the Seller shall arrange for an acceptance flight (the **Acceptance Flight**) with the Purchaser for up to one (1) hour. During such Acceptance Flight, the Aircraft shall be under the complete operational control of the Seller.

4.4 Within Seven (7) business days after the Inspection and/or Acceptance Flight, if applicable, the Purchaser shall either:

Purchaser



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Seller



- (i) confirm that the Aircraft complies with the Optional Equipment set forth in this Agreement or is otherwise acceptable to the Purchaser by signing an acceptance certificate; or
- (ii) notify the Seller in writing of any defects or discrepancies discovered during such Inspection and/or Acceptance Flight, in which event the Seller shall be granted a reasonable time to cure any such defects or discrepancies. If the Purchaser fails to notify the Seller within the time limit set forth in this Section 4.4 of any defects or deficiencies that the Purchaser has discovered or which could have reasonably been discovered in the course of a careful Inspection, the Aircraft shall be deemed to be accepted by the Purchaser free of any such defects.

4.5 In connection with the Acceptance Flight conducted under Section 4.3, above, the Seller agrees to indemnify the Purchaser and its representatives against any actions, claims, liabilities, damages, losses, costs, expenses (collectively, **Losses**) incurred by them during such Acceptance Flight, except to the extent arising from the gross negligence or willful misconduct of the Purchaser or its representatives. The Purchaser agrees to indemnify the Seller, its affiliates and their shareholders, officers, directors, agents and/or employees against any Losses caused by the Purchaser and/or its representatives participating in inspections and/or Acceptance Flights herein, except to the extent arising from the Seller's gross negligence or willful misconduct.

## **5 DELIVERY AND TRANSFER OF TITLE AND RISKS**

5.1 Upon execution of the acceptance certificate, the Purchaser shall pay the balance of the Total Purchase Price and any other amounts due hereunder before the Delivery of the Aircraft (as defined in Section 5.2, below).

5.2 Upon receipt of all such amounts in immediately available funds, (i) the Seller shall deliver the Aircraft Certificate of Airworthiness and a bill of sale (the **Bill of Sale**) to the Purchaser - or in the event the Bill of Sale has been sent "in trust" or "in escrow" - release the Bill of Sale to the Purchaser, which constitutes the delivery (the **Delivery**). Any and all third party escrow fees and costs arising out of the transactions contemplated herein shall be borne exclusively by the Purchaser.

5.3 If so requested by the Purchaser in accordance with Section 5.2, above, the Seller will consent to the filing of registration documentation with the International Registry pursuant to the Cape Town Convention.

5.4 Title to the Aircraft will pass to the Purchaser when Delivery occurs free and clear of any security interest or other lien or encumbrance against the Aircraft. All risks of loss or damage to the Aircraft thereafter will be borne by the Purchaser.

Purchaser



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Seller



## 6 DEFAULT OF THE PURCHASER

6.1 The Purchaser shall be in default hereunder if the Purchaser:

- (i) fails to (a) take Delivery of the Aircraft within seven (7) business days from the Ready-for-Delivery-Date unless otherwise permitted by the terms of this Agreement, (b) pay the Total Purchase Price for the Aircraft, (c) make any other payment including deposits, or other payments provided for in this Agreement on a timely basis as required by this Agreement, (d) make timely conveyance and delivery of a trade-in aircraft, if any, or (e) deliver any and all documentation required hereunder pertaining to any permitted assignments by no later than five (5) business days prior to the Ready-for-Delivery Date;
- (ii) is declared bankrupt or insolvent or otherwise commits an act tantamount to bankruptcy or insolvency (including but not limited to having a receiver appointed for it or undertaking an assignment for the benefit of creditors); or
- (iii) is mentioned on a Denied Persons List pursuant to Section 11 of the Aircraft Purchase Agreement.

6.2 Upon the Purchaser's default, the Seller shall have the option (cumulative of all other remedies) to: (i) terminate this Agreement and retain or collect as liquidated damages and not as a penalty all deposits and other amounts previously paid by or on behalf of the Purchaser, (ii) defer Delivery of the Aircraft (and thus extend the Scheduled Delivery Date) until such payment plus costs and expenses incurred by the Seller as a result of such deferral is made, which deferral shall not bar subsequent termination of this Agreement by the Seller at any time while such default exists, or (iii) substitute for the Aircraft an alternate aircraft of the Seller's selection (which shall have substantially the same specifications as the Aircraft) to be delivered at a later Scheduled Delivery Date, such substitution not to bar any subsequent termination of this Agreement by the Seller and sell, lease, transfer or use the original Aircraft in such manner as the Seller determines. If Seller elects to designate an alternate aircraft, the purchase price for such alternate aircraft shall be the Seller's then current published price for such alternate aircraft.

## 7 FORCE MAJEURE

The Seller shall not be liable for failure to deliver or for any delays in Delivery hereunder if such failure or delay is due to shortage of energy, acts of God, or any other causes beyond the Seller's reasonable control (collectively, **Force Majeure**). Subject to the time limitation set forth in Section 3.1, above, in the event of any delay which is caused by such an event of Force Majeure, the Seller shall provide the Purchaser with notice thereof, which shall set forth the basis of the delay, and the anticipated duration of the delay, and the Scheduled Delivery Date shall thereupon automatically be extended for a term equal to the term of such delay at no cost to the Seller.

Purchaser

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## **8 NOTICES**

All notices or other communications required or permitted to be given to the Parties shall be delivered to the Party's address listed on the cover page of this Agreement, or to such other address as such Party may have given to the other by notice pursuant to this Section 8.

Notice shall be deemed duly given (i) when delivered in person, (ii) on the date of delivery to the recipient by overnight courier, (iii) one (1) business day after facsimile transmission or electronic mail with read receipt, or (iv) if sent by certified mail with return receipt requested, on the delivery date confirmed on the return receipt where delivered.

## **9 EXPORT COMPLIANCE**

The Purchaser agrees that it will not export the Aircraft or any component thereof in violation of any export control laws or regulations and agrees that it will comply with all such laws and regulations, as amended from time to time, at its sole expense applicable to the export and re-export of products, software, technology, or technical data or services.

## **10 MONEY LAUNDERING REPRESENTATION; KNOW YOUR CUSTOMER (KYC)**

10.1 The Seller fully complies with anti-money laundering legislation and actively identifies and prevents unlawful money laundering.

10.2 The Purchaser hereby acknowledges and agrees to provide information as required to support the Seller's obligations, including separately representing to the Seller the beneficial ownership of the ultimate purchaser of the Aircraft as well as the lawful sources of funding in support of such transaction.

## **11 ENTIRE AGREEMENT**

11.1 This Agreement (together with the General Terms and Conditions and all Exhibits hereto, all of which are hereby incorporated by this reference) constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations or agreements, whether written or verbal.

11.2 Notwithstanding any representations which may have been made by the Seller in connection with the transactions described herein, the Purchaser agrees that (i) the Purchaser has not relied on any representations by the Seller with respect to such transactions except those contained in this Agreement or the Exhibits hereto.

11.3 This Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, personal representatives, successors and permitted assigns. No other person or entity shall have any rights hereunder or right to rely hereon.

## **12 CONFIDENTIALITY**

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The terms set out in this Agreement are confidential between the Seller and the Purchaser and shall not, without the prior written consent of the other Party, be disclosed by either Party, in whole or in part, to any third party except to such Party's accountants, lawyers, and bankers, the Seller's suppliers and other parties who have a need to know, provided such third parties agree to confidentiality insofar as may be necessary for either Party to carry out its obligations or enforce its rights pursuant to this Agreement "as required by law."

### **13 SEVERABILITY**

The provisions of this Agreement are severable. If any provisions contained herein are held to be invalid or unenforceable by a court or governmental agency, the remaining provisions of this Agreement shall continue to be binding.

### **14 MISCELLANEOUS**

14.1 This Agreement may be executed in counterparts, in which case all such counterparts shall constitute one and the same agreement.

14.2 The Parties shall execute such other documents and perform such other acts as may reasonably be necessary in order to give full effect to this Agreement.

### **15 AMENDMENTS**

This Agreement may be amended only by an instrument in writing signed by both Parties.

### **16 Jurisdiction**

16.1 The Seller and the Purchaser each irrevocably consents to the **exclusive jurisdiction of the courts of Colorado**, for the purposes of any suit, action or proceeding relating to or arising out of this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each of the Parties waives any defense of inconvenient forum or similar defenses, submits to the personal jurisdiction of the State of Colorado for any such action or proceeding, and agrees that service of process therein would be accepted by, or be deemed accepted upon, delivery of a copy of the process by hand to the address set forth on the page of this Agreement and in the manner provided for the giving of notices herein. Nothing in this Section, however, shall affect the right of any party to serve legal process by any other means permitted by law.

16.2 In the event of a dispute hereunder, the prevailing Party shall be entitled to recover reasonable expenses and attorneys' fees including, without limitation, reasonable investigation costs and all court costs at trial and all appellate levels. The term "prevailing party" as used in the preceding sentence is the Party that most closely obtains the relief it sought whether or not the action or proceeding is settled or carried out to its conclusion.

16.3 Each of the Purchaser and the Seller hereby knowingly, irrevocably, voluntarily and

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intentionally waive any right of them may have to a trial by Jury in respect of any action, proceeding, or counterclaim based on this Agreement, or arising out of, under or in connection herewith or relate hereto, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any Party. This provision is a material inducement for the Parties to enter into this Agreement.

## **17 GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the **laws of the State of Colorado** without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than Colorado.

## **18 Electronic Signatures**

This Purchase Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Purchase Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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Seller



# EXHIBIT A



## TO PILATUS PC-12 AIRCRAFT PURCHASE AGREEMENT

### STANDARD AIRCRAFT EQUIPMENT LIST

#### AIRFRAME / STRUCTURES

- Aluminum alloy for primary skin and structure
- Epoxy resin-based composites for secondary parts
- Semi-monocoque design pressurized fuselage
- Pilot/passenger airstair door
- Cargo door
- 1 Emergency exit: over-wing
- High-lift wing with integral fuel tanks
- T-tail empennage
- Complete internal and external structure corrosion protection
- Paint scheme from Pilatus standard scheme designs

#### AIRCRAFT SYSTEMS

##### PROPULSION SYSTEM

- 1 Pratt & Whitney Canada PT6E-67XP, Electronic Propeller and Engine Control System (EPECS), turboprop engine
- Electronic Engine Controller (EEC)
- Data Communications & Transmission Unit (DCTU)
- 1 Hartzell five-blade composite propeller
- Engine chip detector system
- Single Lever Throttle Quadrant Assembly (TQA)
- Propeller Low Speed System

##### ELECTRICAL SYSTEM

- 2 Starter/generator units: 28 VDC, 300 amps each, automatic load shedding
- 2 Lead acid batteries: 24 VDC, 42 amp hours each
- 1 Emergency Power System (EPS): 24 VDC, 5 amp hours
- External power connector for 28 VDC power source

##### FUEL SYSTEM

- 2 Integral fuel tanks with delivery and transfer system
- 2 Motive-flow delivery (jet) pumps
- 2 Electrical boost pumps

##### FLIGHT CONTROLS

- All-mechanical primary flight controls
- Electrically operated flaps
- Electrical trim in all axes

##### LANDING GEAR

- Electromechanically actuated retractable tricycle landing gear
- Trailing link main gear
- Soft-field/low-pressure tyres
- Emergency gear extension system
- Mechanical nosewheel steering
- Toe-operated pedal wheel brakes
- Parking brake

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Seller

# EXHIBIT A



## TO PILATUS PC-12 AIRCRAFT PURCHASE AGREEMENT

### CABIN PRESSURIZATION CONTROL SYSTEM (CPCS)

- 1 Electronically controlled outflow valve
- 1 Digital controller
- 1 Pneumatic safety valve
- 2 Negative pressure relief valves

### ENVIRONMENTAL CONTROL SYSTEM (ECS)

- Air cycle system – using engine bleed air to provide conditioned air for pressurization, heating and cooling
- 1 Digital ECS controller (for air cycle system, auxiliary heaters, recirculation fans and optional vapour cycle cooling system)
- Dual zone temperature control (cockpit and cabin)
- Auxiliary electrical heating system (2 underfloor heaters)
- Conditioned air distribution via 4 cockpit outlets (2 floor, 2 adjustable chest -level) and cabin floor-level outlets
- Re-circulated air distribution via indirect airflow from cabin headliner and adjustable overhead cabin and cockpit outlets (1 per seat)

### OXYGEN SYSTEM

- Supplemental oxygen system
- 1 Oxygen cylinder
- 2 Crew "quick-don" diluter demand masks with integral microphones
- 1 Constant-flow mask per passenger
- 1 Oxygen quantity indicator

### ICE AND RAIN PROTECTION

- Wing leading edge pneumatic de-icing boots
- Horizontal stabilizer pneumatic de-icing boots
- Pilot windshield electrical anti-icing
- Engine inlet exhaust gas heat anti-icing
- Propeller blades electrical anti-icing boots
- Pitot-static probe electrical anti-icing
- Stall warning sensors electrical anti-icing

### EXTERIOR LIGHTS

- 2 LED combined wingtip lights (strobe and nav)
- 2 LED landing lights
- 1 LED taxi light
- 1 LED Wing icing inspection light (left side)
- 2 LED red flashing beacons

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Issue 1

# EXHIBIT A



## TO PILATUS PC-12 AIRCRAFT PURCHASE AGREEMENT

### AVIONICS AND INSTRUMENTS

#### PILATUS ADVANCED COCKPIT ENVIRONMENT (ACE™)

- 1 Primary Flight Display (PFD), flat panel display unit, 10.4" diagonal Attitude Director Indicator (ADI)/Horizontal Situation Indicator (HSI) (dual-channel data source for air data, attitude and heading reference)
  - o 1 Radar altimeter
  - o Engine instruments
  - o 2 COM (VHF) (8.33 KHz spacing)
  - o 2 NAV (1 Distance Measuring Equipment (DME))
  - o Mode S transponder (Diversity & ADS-B Out)
  - o 1 Automatic Direction Finder (ADF)
  - o SmartView® Synthetic Vision System (SVS)
- 2 Primary Flight Display (PFD) controllers
- 1 Integrated GPS receiver (with Wide Area Augmentation System (WAAS), Localizer Performance (PL) & Localizer Performance with Vertical guidance (LPV) approach capability)
- 1 Elapsed timer
- 1 Audio/marker panel
- 1 Flight guidance controller for digital three-axes autopilot system
  - o Coupled VNAV
  - o Tactile Feedback (TF) (Roll only)
  - o Emergency Descent Mode (EDM)
- 1 Situational Awareness Multi-Function Display (MFD), flat panel display unit, 10.4" diagonal
  - o Flight Management System (FMS)
  - o Weather radar indication
  - o Moving map with overlays
  - o Visual Approaches
- 1 Systems Multi-Function Display (MFD), flat panel display unit, 10.4" diagonal
  - o Warnings, cautions and advisories (Crew Alerting System (CAS) messaging)
  - o Gear, trim and flaps indication
  - o Fuel indication
  - o Environmental Control System (ECS)/Cabin Pressurization Control System (CPCS) indication
  - o Electrical systems indication
- 1 Touch Screen Controller (TSC)
- 1 Cursor Control Device (CCD)
- 1 Central maintenance system
- Traffic Collision Avoidance System (TCAS) I
- Terrain Awareness and Warning System (TAWS) Class B
- RVSM Capability

#### OTHER FLIGHT INSTRUMENTATION

- Dual pitot-static system
- 1 RDR 2000 weather radar
- 1 Integrated Electronic Standby Instrument System (ESIS)
- 1 Emergency Locator Transmitter (ELT) 406 MHz with remote switch
- 1 NAV interface to 406 MHz ELT
- 1 Flight time recorder ("Hobbs meter")
- 1 Lightweight data recorder

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Seller

# EXHIBIT A



## TO PILATUS PC-12 AIRCRAFT PURCHASE AGREEMENT

### COCKPIT COMPARTMENT

- 2 Crew control wheels, 2 rudder pedal sets
- 2 Crew seats: 8-way adjustable, reclining with foldable armrest, headrest, and 4-point torso restraint system
- 2 Cockpit speakers
- 2 Handheld microphones
- 2 Active Noise Reduction (ANR) headsets
- Painted composite interior panels
- 1 Cockpit/cabin bulkhead divider with curtain
- 2 Adjustable sun visors
- Airplane Flight Manual (AFM)/enroute chart storage pockets
- Clipboard/notepad, pen holders
- 2 Cup holders
- Floor carpet
- 1 Direct Vision (DV) window

### COCKPIT LIGHTS

- 2 Ceiling lights
- 4 Adjustable panel flood lights
- 4 Adjustable circuit-breaker flood lights
- 2 Map reading lights
- Internally lit switch panels
- Internally lit cockpit controllers

### CABIN COMPARTMENT

- 9 Standard passenger seats: quickly removable, reclining, 3-point restraint system
- 9 Cabin windows with internal pull-down shades
- Painted composite interior panels
- Floor carpet
- Aft baggage storage area including baggage net
- 2 Cabin speakers
- 1 Document holder

### CABIN LIGHTS

- 1 Passenger door flood light
- 1 Cargo door flood light
- 1 Cabin light system
- 9 Independent reading lights
- 1 Baggage compartment light

### MISCELLANEOUS

- Internal/external markings and placards
- 1 Hand fire extinguisher
- Cabin door locks and keys
- Nosewheel steering bar
- Gust lock for control column
- Covers for Angle of Attack (AOA) transmitters, pitot tubes, engine air intake, oil cooler intake, Environmental Control System (ECS) intake, generator intake, engine exhaust stacks
- Propeller restraints

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# EXHIBIT A



## TO PILATUS PC-12 AIRCRAFT PURCHASE AGREEMENT

### PUBLICATIONS/SUBSCRIPTIONS

#### PILATUS DOCUMENTS – COMPLIMENTARY LIFETIME REVISION SERVICE

- Aircraft Flight Manual
- Quick Reference Handbook

#### PILATUS DOCUMENTS – FREE 2-YEAR REVISION SERVICE

- Aircraft Maintenance Manual
- Aircraft Illustrated Parts Catalogue
- Aircraft Service Letters
- Aircraft Service Bulletins

#### PILATUS DOCUMENTS - OTHER

- Aircraft Conformance Document
- Wiring diagram
- Airframe Log Book
- Engine Log Book
- Propeller Log Book

#### PRATT & WHITNEY CANADA (FREE 2-YEAR SUBSCRIPTION)

- Engine Maintenance Manual
- Engine Illustrated Parts Catalogue

#### HARTZELL (FREE SUBSCRIPTION, NO CHARGE FOR RENEWAL)

- Propeller Operator's Manual

#### CAMP (FREE 1-YEAR SUBSCRIPTION)

- Digital aircraft maintenance tracking

#### THE TREND GROUP (FREE 1-YEAR SUBSCRIPTION)

- Engine condition and trend monitoring

### STANDARD WARRANTY

- Airframe: 7 years or 5,000 flight hours
- Aircraft systems, exterior paint and interior furnishings: 2 years or 2,000 flight hours
- Avionics: 3 years (by Honeywell)
- Engine: 5 years or 2,500 flight hours (by Pratt & Whitney Canada)
- Propeller: 6 years or 4,000 flight hours (by Hartzell)

### CERTIFICATION

- EASA: Certification to US FAR Part 23
- FAA: US Federal Aviation Regulation (FAR) Part 23, Normal Category

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# EXHIBIT C

CONFIDENTIAL



TO PILATUS AIRCRAFT PURCHASE AGREEMENT

VERSION: 20 SEPTEMBER 2021

## NEW AIRCRAFT LIMITED WARRANTY POLICY PC-12

### 1 GENERAL

1.1 PILATUS Aircraft Ltd (**Pilatus**) warrants that the Aircraft is free from defects in material, workmanship and manufacturing processes related to exterior painting for the periods defined in this New Aircraft Limited Warranty Policy (**Warranty**).

1.2 This Warranty applies only to the Aircraft identified by the Aircraft serial number specified in the Aircraft Purchase Agreement to which this **Exhibit C** is attached and Pilatus installed options, accessories and items of equipment or components included thereon at the time of the Delivery by Pilatus, subject to the conditions, exclusions and procedural requirements specified herein.

1.3 This Warranty is for the coverage by Pilatus of a proven defect which existed at the date of the Delivery of the Aircraft or which is detected and reported during the Warranty period.

1.4 If enrolled accordingly, this Warranty is complemented by the CrystalCare-Programme and includes certain exclusions listed within Section 4, below.

### 2 ACTIVATION AND EFFECTIVITY

This Warranty shall be effective as of the date of issue of the Aircraft Certificate of Acceptance. Upon receipt thereof, Pilatus shall:

- (i) activate the Aircraft Warranty in the name of the owner of record;
- (ii) notify the manufacturers of the engine, propeller, avionics and other major components installed in the Aircraft; and
- (iii) forward a certified copy of the Warranty Policy for the Aircraft to the owner of record.

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### 3 PROVISIONS

This Warranty shall remain in effect from the date of activation as follows:

- (i) 7 Year / 5,000 Hour Airframe Warranty - seven (7) years or five thousand (5,000) hours of Aircraft operation, whichever occurs earlier, for Aircraft structural components and assemblies.
- (ii) 2 Year / 2,000 Hour System Warranty - two (2) years or two thousand (2,000) hours of Aircraft operation, whichever occurs earlier, for Aircraft systems, exterior paint and interior furnishings.

### 4 EXCLUSIONS

- 4.1 This Warranty shall not apply unless the Aircraft is maintained by a Pilatus authorized service centre.
- 4.2 This Warranty shall not apply unless the Aircraft and all its components and accessories are operated, inspected, serviced, maintained and stored within the limits and in strict compliance with all operating, inspection, service, maintenance and storage instructions and procedures issued by Pilatus and, where applicable, the component manufacturer.
- 4.3 This Warranty does not apply to the Aircraft engine, engine accessories, propeller, installed avionics and Aircraft main batteries which are covered under separate and independent warranties issued by the respective manufacturers through their established field service organizations, and Warranty policies and procedures.
- 4.4 This Warranty does not constitute a perpetual upgrade or product improvement program, nor does it provide coverage for special programs and campaigns offered by Pilatus or any of the manufacturers of the installed engine, systems or components thereof. Campaigns and programs are subject to their own rules of coverage exclusive of this Warranty.
- 4.5 The provisions of this Warranty apply neither to labor nor to parts utilized in connection with (i) non-mandatory Aircraft Service Bulletins (SB) issued, or (ii) normal maintenance and inspection services including, but not limited to, scheduled inspections, pre- and post-flight servicing, cleaning and polishing, routine rigging and calibration checks, or engine tuning.
- 4.6 The provisions of this Warranty do not apply to any Aircraft system, part, component or material which have been subject to misuse, negligence, unauthorized alteration, or accident; or which shall have deteriorated due to extraordinary wear or exposure, including, but not limited to, the effects of hail, volcanic eruption, "acid" rain, dust and/or sand storms, chemical discharges, foreign objects, improper storage involving ongoing exposure to sea air and salt and other such unpredictable phenomenon, whether natural or manmade, which is beyond the control of Pilatus.
- 4.7 Normal wear and tear, regular maintenance and overhaul as a result of (i) acts of God or the public enemy, war, sabotage, riots and vandalism or (ii) continued operation of the Aircraft, components and/or accessories thereof after and despite the detection of an alleged defect shall not be covered under this Warranty.

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4.8 Normal deterioration of outfitting (such as paint, sealant, cabinetry and/or upholstery), corrosion or structural components due to wear, exposure and neglect shall not be covered under this Warranty.

4.9 The provisions of this Warranty do not apply to any modification in any form whatsoever to the Aircraft or its systems unless specifically recommended or required and approved by Pilatus. Optional modifications other than those which are installed by Pilatus prior to the Delivery of the Aircraft are not covered by this Warranty.

4.10 The provisions of this Warranty do not apply to fluids, gases, agents and components subject to normal operational consumption, servicing and wear and tear, including, but not limited to, fuel, oil, hydraulic fluid, oxygen, nitrogen, tires, brake linings, battery electrolytes, lubricants, exterior paint covering seals, polishes, waxes, cleaning agents or loose equipment.

4.11 Any costs and expenses resulting from shipping, transportation or communication in connection with the Delivery of the Aircraft for Warranty repairs, obtaining or returning replacement parts or applying for Warranty Credit are not covered under this Warranty.

4.12 This Warranty shall become null and void for any part of the Aircraft from which the manufacturer's trade mark or name or serial number has been removed such that its origins cannot be identified.

4.13 Pilatus does not warrant, and is hereby relieved of any obligation to warrant, any accessory, equipment or part incorporated in the Aircraft which is not furnished pursuant to this Agreement, or any amendment to this Agreement, including, without limitation installations of accessories, equipment or parts, or the repair, alteration or modification to or of the Aircraft made by the owner of record or any third party.

4.14 The owner of record shall not be entitled to the benefits of this Warranty if the Owner of Record operates the Aircraft with parts or components which are not approved by Pilatus, and this Warranty shall become null and void upon installation of such parts or components. In any event Pilatus shall not be liable for any loss or damage of property, injury or death in association with any and all failures, incidents, and accidents involving such non-approved parts or components.

4.15 The Owner of Record shall not be entitled to the benefits of this Warranty if the Owner of Record does not (i) maintain complete records of operations and maintenance of the Aircraft and (ii) make such records available to Pilatus. The failure of the Owner of Record to maintain such records shall relieve Pilatus of its Warranty obligations. The Owner of Record shall notify any subsequent Owner of Record, owner, assignee, operator or transferee of the Aircraft of their obligation to maintain such records and to make them available for Pilatus' inspection. Whether notified or not, if such person does not comply with the foregoing, that person shall not be entitled to the benefits of this Warranty.

## 5 DEFECT NOTIFICATION

5.1 Upon discovery of an alleged defect the Owner of Record shall, within thirty (30) days from such discovery notify Pilatus or any Pilatus authorized service center and deliver the item to and arrange for repair by such Pilatus authorized service center, accompanied by a written Defect Report.

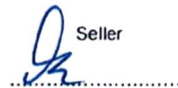
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- 5.2 The Pilatus authorized service center may require proof of original equipment installation or, in the case of replacement parts Warranty, proof of purchase from Pilatus of the defective and any replacement parts.
- 5.3 Pilatus may require the Pilatus authorized service center to return the defective parts or components for evaluation prior to or subsequent to the approval of any Warranty Credit. All material for which Warranty Credit has been issued shall become the sole property of Pilatus.
- 5.4 A defect falls within this Warranty if it is detected during the Warranty period even if the written notice has not been submitted by the Owner of Record before the expiration of this period.
- 5.5 Any defects which are not reported within thirty (30) days from the day of their discovery shall not qualify for to any claims under this Warranty.

## 6 CORRECTIVE ACTIONS

- 6.1 Upon receipt of prompt notification and satisfactory evidence of a defect covered under this Warranty (including return of defective materials and confirmation of the existence of a defect under this Warranty by Pilatus), Pilatus' sole obligation under this Warranty shall be to correct the defect or deficiency of the component(s) to an airworthy condition in accordance with Pilatus' technical and design specifications.
- 6.2 Pilatus reserves the right to replace parts with repaired, overhauled or new parts when available.
- 6.3 Any items corrected or furnished under Warranty in accordance with this Policy shall be subject to Warranty in accordance with this Policy. However, the applicable Warranty period for repaired and/or replaced parts will be the remainder of the original Warranty period as stated in Section 3 (Provisions) of this Warranty Policy.
- 6.4 The repair or replacement of defective parts under an accepted Warranty claim will be made without charge to the owner of record for parts or labor, or for the removal, installation or repair of defective parts, and in all cases excluding transportation, sales or use taxes, if any.
- 6.5 The Pilatus authorized service center may, at its option, invoice the Owner of Record or operator for labor and/or material costs in the event that it rejects any claim under this Warranty.

## 7 NO FAULT FOUND

If a duly reported defect cannot be confirmed as such by Pilatus and therefore no repair or replacement will be necessary, the Owner of Record shall bear all costs accrued in connection with the examination of the alleged defect. Round-trip transportation charges for the transportation from the location of such items to the Pilatus authorized service center and/or Pilatus and the risk of loss thereof shall be borne by the Owner of Record.

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## 8 LABOR UNDER WARRANTY

8.1 Labor costs covered under this Warranty are the costs of labor required in order to remove and replace a defective part or to correct a defective installation and/or process. Charges for labor shall be at the current published labor rate and in accordance with the Maintenance Flat Rate Guide published on [MyPilatus.com](http://MyPilatus.com). Additional compensation for overtime labor (Night shifts, weekends & public holidays) is not covered by this Warranty.

8.2 Corrective action in association with Aircraft On Ground (AOG) including labor on weekends, public holidays etc. is covered by this Warranty.

8.3 Labor for the purpose of trouble shooting shall be subject to the prior and specific approval in writing by Pilatus before its execution.

## 9 RECORDED COCKPIT VOICE AND FLIGHT DATA

9.1 The Owner of Record grants Pilatus an irrevocable license to obtain and use any recorded data for any purpose, including, but not limited to data recorded by a Light Data Recorder (LDR) and Flight Data Recorder (CVFDR).

9.2 Any tampering with or disabling any data recording device will invalidate Pilatus' New Aircraft Limited Warranty.

## 10 DATA PROTECTION

Any processing of personal data or personal identifiable information which is provided to Pilatus is governed by the applicable Pilatus Data Protection Notices and Policies. The Owner ensures that any data or information provided to Pilatus is in compliance with applicable data protection and privacy law and that all persons who operate or maintain the aircraft receive the applicable Pilatus Data Protection Notice published on [MyPilatus.com](http://MyPilatus.com) prior to such operation or maintenance.

## 11 ASSIGNMENT OF WARRANTY

11.1 The rights of the Owner of Record under this Warranty, if any, may be transferred and assigned to subsequent owner(s) of the Aircraft subject to the written notification to Pilatus, duly signed by both the selling and purchasing parties involved. In order for this Warranty transfer to become valid, the notification to Pilatus of such transfer and assignment must be made within (30) days of the transfer of title to the new Owner of Record. Upon receipt, Pilatus shall:


- (i) Notify the Pilatus authorized service centers and the manufacturers of the components of the Aircraft of the transfer of Aircraft ownership; and
- (ii) Notify the new Owner of Record of any Warranty remaining on the Aircraft.

11.2 However, Warranty claims which have been filed on or before the time of transfer of Aircraft ownership may not be assigned or otherwise be transferred and shall exclusively be settled between Pilatus and the Owner of Record at the time the claim was initially filed.

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## 12 RIGHTS AND DISCLAIMERS

12.1 Except to the extent expressly provided here and above, and in lieu of all other warranties, there are no other warranties, express or implied, or statutory, including, but not limited to the implied warranties of merchantability or fitness for a particular purpose for the above described and identified aircraft or installed options, accessories, equipment or components.

12.2 In no event shall Pilatus be liable to the owner of record for any amounts representing owner of record indirect, special, exemplary, consequential, or punitive damages including, without limitation, loss of profits, loss of business, and loss of Aircraft use, arising from errors or omissions by Pilatus in the performance or non-performance of this Agreement or any acts or omissions associated therewith or related to the use of the Aircraft or any associated equipment, whether the basis of the liability is breach of contract, tort (including negligence and strict liability), statutes, or other legal theory. Pilatus rejects any other obligation or liability, whether for negligence, strict liability, product liability or otherwise, including loss of use, inconvenience, commercial loss, or other direct or indirect, consequential, incidental, general or special damages, by reason of the manufacture, marketing, sale, lease, or use of any Aircraft, part, component or service.

12.3 If, for any reason, a court of competent jurisdiction enters a final judgment that the remedy provided for in this Warranty has failed in its essential purpose or that any breach by Pilatus in this Warranty has occurred, Pilatus shall not in any event be liable for an amount in excess of the price paid for the specific defective Aircraft.

12.4 Pilatus neither assumes nor authorizes owner of record, sales, service or parts center, Pilatus' employee or any other person, entity or anyone of any nature whatsoever by reason of the manufacture and/or sale and/or lease and/or use of the identified Aircraft, to assume for it any obligation or liability, or to extend any other or further Warranty or to incur or assume for it any other obligation or liability in connection with the sale, use, operation, maintenance, servicing or any other aspect of the Aircraft and Products subject hereof, other than those expressly set out herein. No Bill of Sale, transfer of title or export or import of this Aircraft shall nullify the provisions hereof.

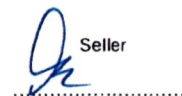
Purchaser



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
Seller




**13 COVERED PARTS, ASSEMBLIES AND INTEGRATED SYSTEMS\***

\* Subject to the limitations and exclusions of this Warranty


7 Year / 5,000 Hour Airframe Warranty	2 Year / 2,000 Hour System Warranty
<b>1. WINGS</b>	
<ul style="list-style-type: none"> <li>• Main and rear spar</li> <li>• Ribs</li> <li>• Skins</li> <li>• Wing attachment joints including mount bolts</li> <li>• Composite wing to fuselage fairings and attachment parts</li> <li>• Composite Flap aerodynamic fairings on wings and flaps</li> <li>• Wing tip</li> <li>• Flap assemblies and Flap arms</li> <li>• Aileron assemblies and aileron attachments</li> <li>• Aileron trim tab</li> <li>• Main landing gear doors</li> <li>• Service and access panels</li> </ul>	<ul style="list-style-type: none"> <li>• Flap actuating system, flap mechanical system</li> <li>• Aileron and aileron control system</li> <li>• Fuel tank covers</li> <li>• Radome</li> <li>• Pneumatic de-ice system</li> <li>• Electrical system</li> <li>• Hydraulic system</li> <li>• Fuel system</li> <li>• Mechanical systems</li> <li>• Main Landing Gear Assembly – Complete</li> <li>• Exterior Paint</li> </ul>
<b>2. FUSELAGE</b>	
<ul style="list-style-type: none"> <li>• Fuselage frames and stringers</li> <li>• Brackets attached to fuselage</li> <li>• Skins</li> <li>• Engine Mount</li> <li>• Nose Landing Gear Doors</li> <li>• Passenger Door, Emergency Exit Door and Cargo Door structural parts</li> <li>• Front and rear pressure bulkhead</li> <li>• Fin spar attachment bulkheads and attachment parts</li> <li>• Fuselage strakes</li> <li>• Composite dorsal fin fairing</li> <li>• Composite ventral fin</li> <li>• Machined wing spar center sections carry-throughs</li> <li>• DV-Window frame</li> <li>• Service and access panels</li> </ul>	<ul style="list-style-type: none"> <li>• Cockpit and cabin seat rails</li> <li>• Battery rack</li> <li>• Refrigeration-pack rack</li> <li>• Engine shock absorbers and bolts</li> <li>• Engine intake heating system and Engine exhausts</li> <li>• Engine Cowling Latches</li> <li>• Access Panel Latches</li> <li>• Nose Landing Gear Assembly - Complete</li> <li>• Passenger Door, Emergency Exit Door and Cargo Door mechanical and electrical systems</li> <li>• DV-Window</li> <li>• Door/Window Seals</li> <li>• Windshields, Cockpit and Cabin Windows</li> <li>• Floorboard panels</li> <li>• Pneumatic system</li> <li>• Electrical system</li> <li>• Hydraulic system</li> <li>• Fuel system</li> <li>• Mechanical systems</li> <li>• Avionics system (excl. Honeywell)</li> <li>• Entire interior</li> <li>• Exterior Paint</li> </ul>

Purchaser  



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Seller  


7 Year / 5,000 Hour Airframe Warranty	2 Year / 2,000 Hour System Warranty
<b>3. VERTICAL STABILIZER</b>	
<ul style="list-style-type: none"> <li>• Spars and ribs</li> <li>• Skins</li> <li>• Rudder assembly</li> <li>• Stabilizer attachments</li> <li>• Rudder attachments</li> <li>• Service and access panels</li> </ul>	<ul style="list-style-type: none"> <li>• Rudder control system</li> <li>• Electrical system</li> <li>• Mechanical systems</li> <li>• Exterior Paint</li> </ul>
<b>4. HORIZONTAL STABILIZER</b>	
<ul style="list-style-type: none"> <li>• Spars and ribs</li> <li>• Skins</li> <li>• Elevator assemblies and elevator attachments</li> <li>• Stabilizer tips</li> <li>• Stabilizer attachment lugs (front and rear)</li> <li>• Fin leading edge fairing</li> <li>• Fin aft fairing</li> </ul>	<ul style="list-style-type: none"> <li>• Elevator control system</li> <li>• Pneumatic de-ice system</li> <li>• Hydraulic system</li> <li>• Mechanical systems</li> <li>• Electrical system</li> <li>• Exterior Paint</li> </ul>

Purchaser  


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 Seller

# EXHIBIT D

TO PILATUS AIRCRAFT PURCHASE AGREEMENT



by and between

[Company name of Pilatus entity, or company name of Pilatus Center, as the case may be] and

[Company name of Pilatus Center, or name of Customer, as the case may be]

## TRAINING (PC-12)

### 1 ENTITLEMENT TRAINING

The Seller shall provide free PC-12 pilot training entitlement (the **Entitlement Training**) for two (2) pilots at the time of Delivery of the Aircraft. In connection with such training, however, the traveling, subsistence, and all other expenses of the trainee shall not be the responsibility of the Seller.

The Entitlement Training is provided in English language for appropriately licensed pilots at the FAA approved independent training facility (the **Trainer**), designated by the Seller.

The flight training program shall be conducted using Trainer's flight training devices unless otherwise agreed to by the Trainer.

The Entitlement Training must be accomplished no earlier than three (3) months prior and no later than eighteen (18) months from the date of Delivery of the Aircraft. If such training is not completed within that time period, the right to training at no cost automatically expires.

### 2 OTHER TRAINING

Any additional or other training such as base training or mentor flying (LIFUS or SOE) is not included in this entitlement and may be requested.

If the Purchaser's Aircraft is used for flight training, the training cannot occur until title to the Aircraft has passed to the Purchaser, and all flight operations shall be at Purchaser's risk and expense.

### 3 GENERAL

By executing this Agreement, the Purchaser releases and agrees to indemnify and hold harmless the Seller, including its officers, employees and agents from and against and from all demands, liabilities and claims (**Claims**) made by any entity or individual which arises out of or which is, in any way, connected with the training provided by the Trainer or the Seller. The Claims include, but are not limited to, attorneys' fees, damage to property, including the Aircraft, and injury to or death of any individual caused by any wrongful act or omission to act

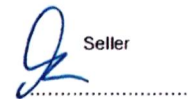
Purchaser



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Seller





of (a) the Purchaser, including the Purchaser's officers, directors, employees and agents, (b) any individual who receives training, pursuant to a training voucher which was provided by the Seller to the Purchaser or by (c) any customer of the Purchaser, including such customer's officers, directors, employees and agents or by (d) any other individual or entity. The Purchaser shall maintain appropriate insurance to cover the obligations set out above and shall cause the Seller to be named as an additional insured under the Purchaser's insurance policies which cover these types of risks or obligations.

Furthermore, the Purchaser herewith permits the Seller to disclose information such as names and contact details, as well as information on the specific aircraft delivery to the Trainer in order to process the training administration.

Purchaser  



 Seller

EXHIBIT E "CAPE TOWN TREATY" TO  
PILATUS CENTER AIRCRAFT PURCHASE AGREEMENT

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The transaction contemplated by this Agreement may be subject to the Convention on International Interests in Mobile Equipment (the "Convention"), the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment (the "Protocol"), both signed in Cape Town, South Africa on November 16, 2001, together with the Regulations for the International Registry and the International Registry Procedures, and all other rules, amendments, supplements, and revisions thereto (collectively the "Cape Town Treaty"). Upon request in writing by PURCHASER, SELLER will co-operate with PURCHASER in order to register the Bill of Sale as a Contract of Sale (as defined in the Cape Town Treaty) on the International Registry established pursuant to the Cape Town Treaty. PURCHASER shall take any and all actions necessary to establish an account on the International Registry as a Transaction User Entity, appoint an Administrator and/or Professional User as contemplated under the Cape Town Treaty, and acceptable to SELLER, and to initiate a registration of the Bill of Sale as a Contract of Sale. If SELLER agrees, in its sole discretion, with the information contained in the proposed registration, SELLER will consent to said registration in accordance with the Cape Town Treaty.

SELLER will not consent to a registration on the International Registry until such time as SELLER has received payment in full under this Agreement. Additionally, PURCHASER agrees that without specific authorization in writing from SELLER, PURCHASER will not register, or consent to or allow any registration whatsoever pursuant to the Cape Town Treaty between the PURCHASER and any third party against the Aircraft (including a registration of a prospective international interest or prospective contract of sale). Any Agreement between PURCHASER and a third party will provide that said third party shall not register, or consent to or allow any registration whatsoever (including a registration of a prospective international interest or prospective contract of sale) against the Aircraft. If any such registrations are made without specific authorization in writing from SELLER it represents a breach of contract. Upon notice from SELLER, PURCHASER shall promptly cause such registrations to be discharged at the International Registry.

Any and all fees and costs (including legal fees) associated with making a registration under the Cape Town Treaty will be paid by PURCHASER. SELLER makes no representation whatsoever as to the application of the Cape Town Treaty to this Agreement, the sale contemplated by this Agreement or the validity, priority, enforceability or effect of any registration under the Cape Town Treaty. PURCHASER agrees to indemnify and hold SELLER harmless for any fees, cost or expenses (including attorney fees and costs for preparing documents and/or litigation) incurred by SELLER to discharge any registration under the Cape Town Treaty agreed or consented to by PURCHASER or said third party.

# EXHIBIT B



## TO PILATUS PC-12 AIRCRAFT PURCHASE AGREEMENT

Standard Aircraft Purchase Price as per Exhibit A

US\$ 5,302,500

### AVIONICS PACKAGES

	Price	Weight
Global Choice (USA)	US\$ 546,700	45.70 LBS
- 2D Airport Maps + ADS-B IN (SURF)		
- Co-Pilot PFD with Audio / Marker Panel		
- Second GPS		
- Second Mode S Transponder (Diversity & ADS-B Out)		
- KMA-29A Audio Panel Upgrade		
- Cockpit Display of Traffic Information		
- Wireless Connected Flight Deck		
- Honeywell Dual Charts		
- Stormscope® (WX500)		
- SmartRunway & SmartLanding (RAAS)		
- VHF Datalink with AFIS		
- Electronic Checklist with CAS Linking		
- Iridium® Antenna and Port		
- Auto-throttle		
- Satellite Graphical Weather - S-XM Basic		
- Satellite Graphical Weather - S-XM Advanced		
- Dual iPad mini mounts (iPad not included)		
- USB Charging Ports in Cockpit Type A & C		

### OTHER SELECTABLE SYSTEMS

Terrain Awareness Warning System Class A	US\$ 80,410	N/A
Traffic Collision Avoidance System II	US\$ 57,420	N/A
Digital Weather Radar RDR 2060 Upgrade	US\$ 23,650	0.17 LBS

### COMMERCIAL AND LIGHTING OPTIONS

Pulsing Recognition Lights	US\$ 19,470	2.20 LBS
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### MISCELLANEOUS

Air Conditioning System	US\$ 68,200	78.30 LBS
Cargo Kit	US\$ 9,130	24.20 LBS
Video Input	US\$ 26,730	1.10 LBS

### INTERIOR CONFIGURATIONS

9-Seat Commuter Interior	N/A	N/A
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# EXHIBIT B



## TO PILATUS PC-12 AIRCRAFT PURCHASE AGREEMENT

### Interior Upgrades

	Price	Weight
Dark Cockpit Interior	N/A	N/A
- Crew Seats: Dark Package		
- Crew Seat Leather: Aeronappa Isidore (Dark)		
- Crew Seat Armrest: Volairo Tuamatu (Dark)		
- Crew Seat Sheepskin: Aerolamb Gray (Dark)		
Black Cargo Bay	N/A	N/A

### INTERIOR OPTIONS

#### 9-Seat Commuter Interior Upgrades

Nine Leather Seats	US\$ 19,616	11.70 LBS
Illuminated Stairway	US\$ 23,760	1.00 LBS
Stylised Crew Chart Holder	US\$ 1,760	0.20 LBS

### PAINT OPTIONS

Riverside Co. Sheriff's 3 color paint scheme	Included with Base Aircraft
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### ADDITIONAL OPTIONS

#### Certification/Registration

USA Certification Kit	N/A	N/A
- Document Holder		

Qty. 2 MX Training Courses

Included with Base Aircraft

### PilBAL Completion: OPTIONAL US EQUIPMENT

#### Cabin Communication

GoGo Avance L3	US\$ 98,670	24.50 LBS
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#### Additional Cabin Headset Jacks

Additional Cabin Headset Jack: Seat 1	US\$ 1,540	0.50 LBS
Additional Cabin Headset Jack: Seat 2	US\$ 1,540	0.50 LBS
Additional Cabin Headset Jack: Seat 3	US\$ 1,540	0.50 LBS
Additional Cabin Headset Jack: Seat 4	US\$ 1,540	0.50 LBS

# EXHIBIT B



## TO PILATUS PC-12 AIRCRAFT PURCHASE AGREEMENT

### \*Note

	Price	Weight
SPECTRE Lift Platform Installation: Installation of SPECTRE Lift Platform and Control Box including Rear Fuselage basic equipment relocation; Installation and wiring of the cockpit indicators	US\$ 592,860	
SPECTRE Large Mission Console and Instrument Panel: Installation of the Basic Mission Console: large mission console with customized instrument panel; keyboard, dimming and lights; disconnect installation;	US\$ 220,381	
SPECTRE Mission Bus: Installation of the SPECTRE Mission BUS and double circuit breaker panel in the LH cabin sidewall at TFO Station; Provides Cockpit Controls and 75Amp capacity RCCB	US\$ 72,842	
SPECTRE ISR Interior Configuration: Installation of the SPECTRE ISR Interior in 2+5 configuration and based on the 9-Seat Standard Interior; Credit for 4 Std Seats applied to configuration cost; modifications as required by the configuration included;	US\$ 288,011	
FLIR 380HDX EO/IR Sensor & Parts: Parts - FLIR 380HDX Sensor, additional Controller, Non-Std Color, Purge & Maintenance Kit, and Laser Arming Panel; Incl. 2nd year warranty;	US\$ 1,122,080	
TDFM 9000 Radio and RC Panel: Installation of TDFM 9000 radio with remote control panel; Three multi-band antennas matching the radio configuration;	US\$ 246,094	
FLIR 380HDX EO/IR Sensor Provisions & Install: Installation of all FLIR 380HDX mounting hardware, cables, cable run rear fuselage and power cables/controller up to TFO mission panel; does NOT contain sensor, hand controller, support package and video installation cabin; Includes 1 FLIR 380HD Maintenance Harness	US\$ 155,635	
Becker DVCS Audio System: Installation of the Becker DVCS Audio System for Cockpit and TFO station panels; replacement of MKR receiver/indicator; removal of existing KMA29 system;	US\$ 247,865	
SPECTRE Video Distribution Integration: Installation of video distribution network, associated components and installations; includes mission Ethernet network installation and all video related equipment and controls in the aircraft; Does not include Video I/F Option for APEX;	US\$ 318,822	
Churchill ARS-700C Computer Installation: Installation of the Churchill ARS-700C system and associated components in the console. Does not account for video wiring or Ethernet or similar installations;	US\$ 273,446	
Pilatus will install provided Sheriff's radio system	US\$ 150,000	

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**Total Optional Equipment Price and Weight** US\$ 4,669,712 191.07 LBS\*

**Total Purchase Price** US\$ 9,972,212

# EXHIBIT B



## TO PILATUS PC-12 AIRCRAFT PURCHASE AGREEMENT

For and on behalf of Purchaser

Mar 15, 2023

Name: Patricia Guerrero

Title: Supervising  
Procurement  
Contract Specialist

\*Weights are estimates and subject to prior change without notice.

FORM APPROVED COUNTY COUNSEL

BY KRISTINE BELL-VALDEZ DATE



PURCHASE AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY SHERIFF'S DEPARTMENT  
AND  
AIRBUS HELICOPTERS, INC.



Contract Number: 2022 H125-093 R1  
Riverside County Sheriff's Department  
Date: 3 April 2023

This Purchase Agreement is entered into by and between:

**RIVERSIDE COUNTY SHERIFF'S DEPARTMENT** with its principal place of business at 4850  
W. Stetson Avenue, Hemet, CA 92545

And

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



**AIRBUS**

Contract Number: 2022 H125-093 R1  
 Riverside County Sheriff's Department  
 Date: 3 April 2023

**PURCHASE AGREEMENT****1 GENERAL INFORMATION**

Helicopter Type	H125
Manufacturing Year	2024
FAA Registration	N-Registered
Quantity	Qty 1

**2 EQUIPPED AIRCRAFT PRICE**

Price of the helicopter with optional equipment <i>Detailed pricing defined in Exhibit 1</i>	Aircraft	\$7,252,372
	Commercial gesture	(\$83,473)
	<b>TOTAL</b>	<b>\$7,168,899</b>

**3 MILESTONE PAYMENTS**

<u>Deposits</u>	<u>USD</u>	<u>Percentage</u>	<u>Due</u>
Initial	\$1,433,780	20%	Upon signature of the Contract
Balance	<u>\$5,735,119</u>	80%	Upon delivery of the Aircraft
<b>TOTAL</b>	<b>\$7,168,899</b>		

**4 PAYMENT TERMS**

Type of Payment:  
COD

Remit Instructions:

Submit U.S. funds to Airbus Helicopters, Inc., via wire transfer or ACH as applicable.

Airbus Helicopters, Inc.  
 C/O Bank of America  
 115 West 42nd Street  
 New York, NY 10036

ACH/EFT ABA # 111000012  
 Wire ABA # 026009593  
 AHI Account # 4427299827  
 Fed ID # 75-2416720

Please reference the following identifying details in the wire transfer of funds:  
 Invoice Number, Aircraft Model, Serial Number, and Contract Number.

**5 DELIVERY TERMS**

Delivery Date	Q4 2024
Delivery Location	Columbus, MS FCA INCOTERMS® 2020



**6 ADDITIONAL PROVISIONS**

Revisions noted in this Section 6 take precedence over the related Exhibit 2 – Terms and Conditions. See Paragraph 16 of the Terms and Conditions for order of precedence.

**Discounts and Concessions:**

Commercial gesture in the amount of \$83,473

**7 LIST OF EXHIBITS**

Exhibit 1 – Configuration  
Exhibit 2 – Terms and Conditions

**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 Agreement.

**AHI**

Phianka Truong  
Manager, Contract Administration  
Phone: 214-907-1707  
Email: Phianka.ph.truong@airbus.com  
Address: 2701 N Forum Drive, Grand Prairie, Texas 75052

**Riverside County Sheriff's Department**

Brian De Marco  
Captain, Emergency Operations Division  
Phone: 951-955-9315  
Email: bdemarco@riversidesheriff.org  
Address: 4850 W. Stetson Avenue, Hemet, CA 92545

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, subject to aircraft availability, upon receipt of deposit and executed Purchase Agreement no later than 28 April 2023.

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.



Contract Number: 2022 H125-093 R1  
Riverside County Sheriff's Department  
Date: 3 April 2023

This order is subject to the Terms and Conditions as defined in Exhibit 2 attached hereto. Any modifications to the Terms and Conditions are defined in Section 6 – Additional Provisions. This Document contains confidential information which is to be treated at all times in accordance with Paragraph 10 – Confidentiality of Exhibit 2 – 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).

COUNTY OF RIVERSIDE, a political  
subdivision of the State of California



Signature

Kevin Jeffries

Printed Name

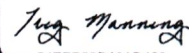
Chairman, Board of Supervisors

Title

4/18/23

Date

For AIRBUS HELICOPTERS, INC.

DocuSigned by:  
  
54FED88D18AD480

Signature

Treg Manning

Printed Name

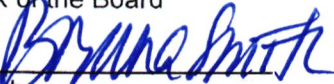
Vice President, Sales and Marketing

Title

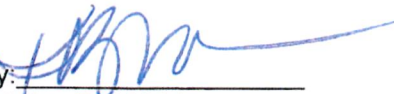
4/11/2023

Date

ATTEST:  
Kimberly Rector  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
Minh C. Tran  
County Counsel

By:   
Kristine Bell-Valdez  
Supervising Deputy County Counsel



Contract Number: 2022 H125-093 R1  
Riverside County Sheriff's Department  
Date: 3 April 2023

**Exhibit 1  
CONFIGURATION**

Any changes to the configuration will be treated in accordance with Paragraph 16 – Modifications of Exhibit 2 – Terms and Conditions.



2024 H125

**STANDARD AIRCRAFT:** **\$3,843,000**

LH SLIDING DOOR W/REDUCED HI-VIS DOOR	ROTOR BRAKE
CABIN HEATING/DEMISTING CIRCUIT	WIRE STRIKE PROTECTION SYSTEM - EC - FIXED PROVISIONS
HIGH SKID LANDING GEAR	ENERGY-ATTENUATING SEATS - PILOT & COPILOT
LONG BOARDING STEPS	LED POSITION LIGHTS - R/LH
NVG VEMD	CRASH RESISTANT FUEL SYSTEMS
LED FIN ANTI-COLLISION LIGHT	AFT BAGGAGE DOOR MOD
VISION 1000 FLIGHT DATA MONITORING SYSTEM	
INTERIOR: FACTORY COVERED SEAT CUSHIONS	

**STANDARD AIRCRAFT AVIONICS:** **INCLUDED**

COM/NAV/GPS / GTN650Xi / GARMIN	Delivered loose to customer, replaced with GTN750Xi
NAV/COM / GNC255A / GARMIN	Delivered loose to customer, replaced with Becker DVCS
AUDIO / GMA350H / GARMIN	
ELT / 406AP-H INTEGRA EXT'D RANGE / KANNAD	
ELECTRONIC FLIGHT DISPLAY SYSTEM / G500 TXi / GARMIN	
CHARTVIEW OPTION ENABLEMENT CARD	
SYNTHETIC VISION OPTION	
BACKUP STANDBY ATTITUDE DISPLAY / GI-275 / GARMIN	
WIRELESS AIRBORNE COMMUNICATION SYSTEM (MINI-WACS)	
MECHANICAL CHRONOGRAPH	

**STANDARD FACTORY INSTALLED OPTIONS:** **INCLUDED**

ENHANCED THERMAL PROTECTION ON REAR TRANSMISSION  
 RIGHT HAND REAR SLIDING DOOR  
 200 AMP SKURKA STARTER GENERATOR  
 KIT TO INCREASE INTERNAL GROSS WEIGHT TO 2,370 KG (5,225 LB) - (DUAL HYDRAULIC)<sub>D</sub>

**STANDARD AHI INSTALLED OPTIONS:** **INCLUDED**

RG350 BATTERY - CONCORD LEAD ACID	Credit included. Replaced with RG390E relocated to tailboom	(3,347)
DUAL USB / TA202 / MID-CONTINENT		
COLLECTIVE ACTIVATED HOURMETER		
LUMINATOR TAXI AND PULSE LANDING LIGHT		
STEP - COWLING MAINTENANCE - LH/RH		
TAIL ROTOR GUARD, REMOVABLE PARTS		
TRANSPONDER / GTX345R / GARMIN		

**STANDARD AHI OPTIONS:** **INCLUDED**

HI-VIS MAIN ROTOR BLADES ONE OR TWO COLOR, SCHEME A OR B		
EXTERIOR: CHOICE OF UP TO THREE (3) COLORS		
INTERIOR-FLOORING	Credit included. Replaced with Loncoin at HangerOne	(1,641)

**ADDITIONAL AIRFRAME EQUIPMENT:** **\$236,493**

C350000038	BATTERY RELOCATION - RG390E LEAD ACID - TAILBOOM - LG DOOR
C350000082	EXTENDED-EXTENDED SEAT RAILS EAS, 4G - LH ONLY
C350000010	AHCA RH TOUR DOOR SHORT CLEAR
C350000005	AHCA LH TOUR DOOR SHORT CLEAR
C350000DSS	STAINLESS STEEL RUB STRIP ON CARGO DOOR (LH/RH SIDE)
C350000002	DUAL CONTROLS W/ TWIST GRIP - B3e ONLY - AHF
	TRANSPORT AIRCRAFT TO HANGAR ONE
	OFFSITE DELIVERY AND ACCEPTANCE

**MANAGED COMPLETIONS - HANGER ONE:** **\$3,177,867**

AERO DYNAMIX COCKPIT NVG  
 DAVTRO DIGITAL CLOCK WITH TIMER AND BACKUP BATTERY  
 GARMIN G500/600 TXi, NVG ENABLEMENT (1 GDU)  
 GARMIN G500H TXi, VIDEO ENABLEMENT  
 GARMIN GRA5500 RADAR ALTIMETER SYSTEM  
 GARMIN G500/600 TXi RADAR ALT ENABLEMENT CARD  
 HTAWS ENABLEMENT ON GTN-750 Xi  
 GARMIN GI-205 RADAR ALTIMETER INDEPENDENT DISPLAY  
 GARMIN GTN-650H Xi WITH OEM NVG AND INSTALL KIT  
 GARMIN GTN-750H Xi WITH OEM NVG AND INSTALL KIT  
 GARMIN GTS-800 TRAFFIC SYSTEM WITH DUAL DIRECTIONAL ANTENNAS  
 GENEVA AVIONICS P132 SWITCH CONSOLE  
 COPILOT FLOOR TRANSMIT SWITCH TO MATCH EXISTING FLEET  
 TECHNOSONIC TDFM-9300NV RADIO (PROJECT # 111267-2-93-A41-A32-T1-P93003)  
 TECHNOSONIC RC9000 REMOTE UNIT IN CABIN ROOF  
 FOXTRONICS ANTENNA TUNER  
 4-ANTENNAS FOR TDFM-9300 RADIO  
 INSTALL CUSTOMER SUPPLIED MOTOROLA APX RADIO AND HPD-1000 MODEM  
 BECKER DVCS AUDIO SYSTEM WITH 3-MIXER PANELS  
 COMM INNOVATIONS DROP CORDS WITH PTT, SLIDE ICS, COLUME, CELL PORT  
 UTC AEROSPACE SYSTEMS 500LB RESCUE HOIST  
 DOWNWARD ORIENTED LED HOIST LIGHT  
 HD HOIST CAMERA  
 SHOTOVER ARS-750 MAPPING COMPUTER  
 AERO COMPUTER AK-4-NVIS KEYBOARD  
 RHOETHETA RT-600 DIRECTION FINDING SYSTEM  
 FLIR STAR SAPHIRE 380HDC WITH LASER (TO INCLUDE THE DOWN POST MOUNT & DOVETAIL ASSEMBLY)  
 AIRBUS FULL WIDTH INSTRUMENT PANEL STC KIT  
 MACRO-BLU 15.6" MONITOR WITH NVG-VGA-DUAL SDI INPUTE-SDI LOOP-NO-TOUCH SCREEN  
 POWER SONIX PA SYSTEM  
 TRAKKA A800 SEARCHLIGHT WITH LENSES AND CABLE KIT  
 AMTECH SEARCHLIGHT MOUNT

**AIRBUS**

EXHIBIT 1



2024 H125

**MANAGED COMPLETIONS - HANGER ONE: CONTINUED**

FLUSHMOUNTED STEERABLE SEARCHLIGHT  
 TECHNISONIC A790 LOUD Hailer CONTROLLER  
 CFE MILESTONE MODEM FOR VIDEO DOWNLINKING  
 INSTALL MAINTENANCE HEADSET JACKS IN BOTH LH/RH FOOT WELL  
 INSTALL ONE EACH VIDEO OUTPUT PORTS IN CABIN  
 BAGGAGE LIGHT WITH SWITCH IN AFT BAGGAGE COMPARTMENT  
 ONBOARD CARGO HOOK SWING SYSTEM INCLUDED BAMBI BUCKET CIRCUIT  
 AIRCOM CABIN AIR CONDITIONER  
 FDC/AEROFILTER INLET BARRIER SYSTEM  
 LIFEPORT INC SEAT SYSTEM PER STC SR01193LA  
 EXTENDED LENGTH TAIL ROTOR PEDAL  
 AHI FLOOR TIE DOWN RING STC KIT  
 INSTALL LEFT AND RIGHT FRONT UPPER DOOR SHOCKS  
 DART FULL LENGTH SKID PROTECTION (CARBIDE)  
 DART REAR LOCKER EXTENDER  
 AHCA BLADE TIE DOWN KIT  
 WIRE STRIKE PROTECTION (REMOVABLE PARTS)  
 CUPHOLDER AT COPILOT AND PILOT WORK STATIONS  
 BLACK LONCOIN FLOORING  
 REMOVE INTERIOR PANELS  
 BLAC RAC GUN HOLDER  
 FABRICATE AND INSTALL A BINO HOLDER FOR CANNON STYLE BINOS  
 FABRICATE AND INSTALL A LH REAR SEAT HAND HOLD  
 12VDC CIGARETTE LIGHTER STYLE JACKS AT COPILOT AND PILOT WORK STATIONS  
 DUAL WHELEN FLASHING BEACONS (VERTICAL & LOWER)  
 SODERBERG LIGHTS  
 PILOT AND COPILOT SEAT BACK LEATHER POCKETS  
 PAINT TOUCH-UP FOLLOWING VARIOUS INSTALLATIONS  
 TRACK AND BALANCE PROVISIONS

**COMMERCIAL GESTURE:****(\$83,473)****TOTAL AIRFRAME, FCA, CARLSBAD, CA (HANGAR ONE)****\$7,168,899**



Contract Number: 2022 H125-093 R1  
Riverside County Sheriff's Department  
Date: 3 April 2023

Exhibit 2  
TERMS AND CONDITIONS



## TERMS AND CONDITIONS

### Paragraph 1 - DEFINITIONS

- o **Affiliate** means a company which Controls or is Controlled by respectively the Buyer or the Airbus Helicopters group of companies.
- o **Buyer** means the person, entity, or company to whom Seller sells any Products and/or Services under the Contract.
- o **Buyer Furnished Equipment and Customer Furnished Equipment (BFE/CFE)** means equipment owned by Buyer which has been furnished to Seller.
- o **Contract (or Purchase Agreement)** means the agreement between the Parties including these terms and conditions, along with all Exhibits, annexes, and appendices, applicable to the sale of Products and/or Services as defined therein.
- o **Control** (including with correlative meanings the terms "controlling", "controlled" and "under common control with"), with respect to any natural or legal person, means the possession, directly or indirectly, whether through ownership of voting securities, by contract or otherwise of:
  - a majority of the voting rights exercisable at general meetings of the controlled undertaking on all, or substantially all, matters, or,
  - the power to appoint or remove directors having a majority of the voting rights exercisable at meetings of the board of directors on all, or substantially all, matters ; or
  - a power to exert a dominant influence over the affairs of the controlled undertaking
- o **FAA** means Federal Aviation Administration.
- o **FCA (Incoterms® 2020)** means Free Carrier International Commerce Terms
- o **Helicopter** means the specific helicopter(s) as defined in this Contract.
- o **Helicopter Manufacturer** means Airbus Helicopters SAS or Airbus Helicopters Deutschland GmbH as applicable.
- o **IT Service Provider(s)** means any third party contracted by the receiving Party that provides IT services, project management services or other office management services and which may have administrative rights to sustain the IT systems.
- o **Part** means a detail part with reference to a part number shown on a drawing parts list provided by the Helicopter Manufacturer.
- o **Party/Parties** mean either separately or collectively Buyer and/or Seller.
- o **Product(s)** means the goods to be provided by Seller under the Contract which comply with the applicable specifications and/or definition, including all types of Helicopters, optional equipment, Spare Parts, tools, other equipment, documentation, technology, data, software on a Product, and any other goods mentioned in the Specific Exhibit(s) when applicable.
- o **Seller** means Airbus Helicopters, Inc.
- o **Service(s)** means the services which may be performed under the Contract, consisting of:
  - performance of maintenance and repair,
  - provision of technical publications, technical assistance, and/or technical expert services,
  - tool rental,
  - performance of Training Services,
  - Software as a Service "SaaS", and
  - any other services mentioned in the Specific Exhibit(s), when applicable.
- o **Spare Parts** means replacement parts to be purchased from or otherwise supplied by Seller.
- o **Specific Exhibit(s) (or Exhibit)** means the exhibit of the Purchase Agreement outlining specific conditions.
- o **Terms and Conditions** means these terms and conditions applying to the sale of new Helicopters and associated Products and Services.
- o **Training Services** means training need analysis, training courses, and simulator sessions (if applicable), including training software, documentation and courseware.

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.

### Paragraph 2 - PRICES AND TERMS OF PAYMENT

- (a) Prices shown on the Purchase Agreement are in U.S. dollars for Products shipped 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, 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.
- (b) Unless otherwise specified in this Contract, 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.
- (c) All payments shall be made to Seller without setoff, in accordance with the payment terms and remittance instructions stated in Item 4 of 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) Buyer shall remit all payments set forth in Item 3 of the Purchase Agreement with the initial deposit due immediately upon execution of the Contract by both Parties and final payment due at delivery of the Products and Services after acceptance and prior to transfer of ownership. All deposits are non-refundable.
- (e) 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 Paragraph 13 of this Contract.





### Paragraph 3 - 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 the 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) Prior to Buyer's acceptance activities for new Helicopters, the Seller shall perform production ground and flight tests on Helicopters. Flight tests will not exceed fifty (50) hours per Helicopter for the H215 and H225 model aircraft, thirty (30) hours per Helicopter for the H160 and H175 model aircraft and twenty (20) hours per Helicopter for all other model aircraft. Some equipment and components may be delivered with up to fifty (50) hours and/or the remaining time of some equipment and components may be reasonably affected by the manufacturing cycle. Additional hours may be flown in the event that development and installation of specific equipment is requested by the Buyer. The cost of such additional hours shall be borne by Buyer.
- (d) Buyer agrees to accept the Products in accordance with this Paragraph 3 within ten (10) business days after: (i) the delivery date set forth on 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.
- (e) 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 Contract and retain all payments, including all deposits, theretofore made by Buyer to Seller, whether pursuant to this Contract 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.
- (f) 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) business 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.
- (g) 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.
- (h) After delivery of the Helicopter, should Buyer delay flyaway from Seller's facility, Seller shall provide hangar keeper's care and charge Buyer according to prevailing rates. Buyer is responsible for any additional costs incurred by Seller due to such delay.
- (i) Seller will comply with all mandatory service bulletins and airworthiness directives prior to delivery. The Helicopter is to be delivered with an FAA Certificate of Airworthiness in the Standard category, or in the case of an unassembled delivery, capable of obtaining an FAA Certificate of Airworthiness in the Standard category upon completion at Buyer's designated completion center.

### Paragraph 4 - DELAYS

- (a) Seller shall not be responsible for, or liable to Buyer, for 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, acts, orders or priorities (whether compliance therewith is mandatory or voluntary) of any government, state, or political subdivision or agency thereof or judicial action.
- (b) Buyer's failure to provide, not less than ninety (90) calendar days prior to the scheduled delivery date, complete materials, equipment, instructions, and authorizations to Seller for installation of BFE/CFE during the assembly process, which failure causes the Product to be nonconforming at the delivery date, shall not be cause for delay in acceptance pursuant to Subparagraphs 3(c) and 3(e) above or delay in payment. In the event BFE/CFE is nonconforming or inoperable, Buyer is responsible for any additional costs incurred by Seller and for any resulting delay in delivery. For any BFE/CFE and / or any Buyer directed ancillary equipment which is not DO-160 qualified (Non-Qualified Equipment), Seller agrees to install and certify only the related fixed provisions. The Non-Qualified Equipment will be delivered uninstalled and loose to the Buyer. Determination of airworthiness and operations of all Non-Qualified Equipment is the responsibility of the Buyer.
- (c) Detailed instructions concerning the external paint scheme of the airframe, and the colors of the interior upholstery and, if necessary, the selected type of upholstery, shall be provided to Seller at the latest sixty (60) calendar days after signature of the Contract by the last Party to sign, based on samples provided by Seller. Any delay in delivery date due to Buyer's failure to provide Seller such detailed instructions within this 60-day period may result in delays to the delivery of the Helicopter. Any additional costs incurred by Seller as a result of the occurrence of one or more of the events described in Subparagraphs 4(b) and (c) shall be invoiced by Seller and paid by Buyer at time of delivery over and above the price of the Contract.
- (d) Furthermore, any change request(s) by Buyer may extend the delivery date or require an adjustment to the purchase price stated in the Purchase Agreement. In order not to impact delivery schedules, the Parties agree to freeze the configuration at least ninety (90) calendar days prior to scheduled delivery date unless mutually agreed otherwise by the Parties. Certain configuration changes require configuration freeze more than ninety (90) calendar days prior to scheduled delivery. Upon Buyer request for changes, Seller is authorized to send Buyer an electronic sequential confirmation notice of change order by Buyer setting out the configuration change or Contract revision, the adjusted purchase price, if any, and the revised delivery date. Buyer may reject, in writing or electronically, any confirmation notice that is unacceptable within five (5) business days of receipt of a confirmation notice from Seller. If timely rejected by Buyer, the Contract, as amended, will remain in effect and the change order will lapse and not become a part of this Contract. Buyer's failure to respond timely to any confirmation notice will be deemed acceptance of the change order by Buyer, which will become part of the Contract, as amended. The Parties agree that any such configuration change request from Buyer within ninety (90) calendar days of the delivery date will be contracted through a separate retrofit agreement for the additional scope of work including the related price and delivery schedule, if applicable.
- (e) Seller's adherence to the delivery date is conditioned upon Buyer fulfilling all of its contractual obligations.
- (f) For the avoidance of doubt, the delay or absence of payment by Buyer cannot be considered by itself as an Excusable Delay.
- (g) 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.



### Paragraph 5 - LIMITED WARRANTY

- (a) Seller warrants each new Helicopter and Parts and tools manufactured by Helicopter Manufacturer purchased under this Contract to be free from defects in material and workmanship under normal use and service. Seller's obligation under this warranty is limited to replacing or repairing Parts or tools that have been returned to Seller's facility and, at the time of any repair or replacement, shall have been recognized by Seller, in its sole discretion, as subject to this warranty. To be eligible for repair or replacement under this warranty, the alleged failure must have occurred, as determined by Seller, within the following time limits:
- (1) With respect to Helicopter(s) and optional equipment manufactured by Helicopter Manufacturer: 2000 flying hours or -36- months after delivery to Buyer, whichever occurs first.  
Seller agrees to credit Buyer at the rate specified below for reasonable labor hours solely related to direct removal and re-installation of Parts covered by approved warranty claims, but only during the first 12 months of warranty coverage. The credit will be subject to prior investigation and acceptance by Seller and will be credited to Buyer's trade account for future spares orders only. All credits must be used within 12 months of issue. All compensation for labor rates will be credited at \$190/hour.
  - (2) With respect to new Spare Parts manufactured by Helicopter Manufacturer, the earlier of: (i) 1000 flying hours; (ii) 12 months after installation; or (iii) 24 months after delivery to Buyer; and
  - (3) With respect to tools manufactured by Helicopter Manufacturer, 24 months after the tool is delivered to Buyer.
- (b) The Parts provided under this warranty, as warranty replacement Parts, may be new, repaired or otherwise serviceable components/Parts and shall be covered by the balance of the warranty period still remaining against the new Helicopter and/or replaced Part as applicable.
- (c) As soon as possible, but no later than fifteen (15) calendar days after the discovery of an alleged defect, Buyer shall furnish to Seller, by using a warranty claim form provided by Seller, the full details of its claim and the basis thereof. As soon as it receives said form, Seller will forward to Buyer a warranty claim acknowledgment and a Return Material Authorization (RMA) number. Return Material Authorization means the form provided by Seller for purposes of this warranty paragraph and/or Repair & Overhaul Service. Within thirty (30) calendar days following the receipt of such documents, Buyer shall return the allegedly defective Parts to the Seller. If the Buyer fails to timely return the allegedly defective Parts, Seller reserves the right to invoice the replacement Parts which have been ordered or produced for Buyer at the price stated in Seller's relevant price list then in force, or in the relevant quotation. Risk of loss or damage during transportation of Parts returned to Seller shall be borne entirely by Buyer. Risk of loss or damage during transportation of replacement Parts to Buyer shall be borne entirely by Buyer. Other than shipping costs from Seller to Buyer, any insurance, customs expenses and other charges, as well as the expenses incurred by Buyer for the removal, re-installation and related costs and expenses with respect to such Part or Parts, shall be borne by Buyer, except as specifically provided otherwise herein. With written approval from Seller's Warranty Administrator, selected Parts may be retained at Buyer's site to be scrapped locally. Claims will not be processed until a completed claim by Buyer has been approved in writing by a Technical Representative of Seller and forwarded to and received by Seller's Warranty office, Grand Prairie, Texas.
- Note: Parts/Components ordered as replacement Parts must be identified by Buyer and acknowledged by Seller as "warranty replacements" at the time of order.**
- (d) This warranty shall apply only to the extent the Helicopter and the Parts installed therein are operated and maintained in accordance with the instructions contained in the Flight Manual, the airframe or component Maintenance Manual (whichever is applicable), Helicopter Manufacturer's and/or Seller's service bulletins, service letters, alerts, and maintenance notices, any other technical documentation or service information supplied by Seller to Buyer, and any revisions to any of the foregoing. This warranty shall apply to Spare Parts only to the extent they are properly stored and installed, operated, and maintained in accordance with the instructions contained in the Flight Manual, the airframe or component Maintenance Manual (whichever is applicable), Helicopter Manufacturer's and/or Seller's service bulletins, service letters, alerts, and maintenance notices, any other technical documentation or service information supplied by Seller to Buyer, and any revisions to any of the foregoing. Seller's warranty shall not be enlarged, diminished, or affected by, and no obligation or liability shall arise out of, Seller rendering technical advice, assistance or service in connection with the Products.
- (e) In Seller's sole discretion, if Buyer modifies repairs or alters any Helicopter or Part sold hereunder in any manner without the prior written approval of Seller, such modification, repair or alteration shall cause this warranty to terminate and be of no further force and effect.
- (f) This warranty may not be extended, altered or varied except by prior written agreement signed by Buyer and Seller. This warranty is granted to Buyer personally and shall not be assigned by Buyer without Seller's prior written consent.
- (g) **SELLER AND HELICOPTER MANUFACTURER DISCLAIM AND EXCLUDE FROM THIS CONTRACT ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, STATUTORY WARRANTIES, OTHER EXPRESS WARRANTIES, AND ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE EXPRESS WARRANTY SET FORTH ABOVE IS GIVEN IN LIEU OF: (i) ALL OTHER WARRANTIES AND (ii) ANY OBLIGATION OR LIABILITY OF, RIGHT OR CLAIM AGAINST, OR REMEDY FROM SELLER OR HELICOPTER MANUFACTURER, IN CONTRACT OR IN TORT, INCLUDING PRODUCTS LIABILITY BASED ON SELLER'S OR HELICOPTER MANUFACTURER'S STRICT LIABILITY OR NEGLIGENCE. THE RIGHTS AND REMEDIES PROVIDED IN THIS CONTRACT ARE EXCLUSIVE IN CONNECTION WITH THE SALE OF HELICOPTER MANUFACTURER'S AND SELLER'S PRODUCT(S). THE STATED EXPRESS WARRANTY PROVIDED HEREIN CONSTITUTES SELLER'S SOLE LIABILITY IN CASE OF BREACH OF THE WARRANTY OBLIGATIONS, AND IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY OR REMEDY AVAILABLE UNDER THE CONTRACT OR AT LAW. HELICOPTER MANUFACTURER AND SELLER MAKE NO WARRANTY WITH RESPECT TO TURBINE ENGINES OR AVIONICS EQUIPMENT. FOR WARRANTY ON THESE EXCLUDED PARTS, BUYER MUST LOOK TO THE ORIGINAL MANUFACTURER. AT BUYER'S WRITTEN REQUEST, SELLER WILL ASSIGN TO BUYER ANY WARRANTY RIGHTS IT MAY HAVE RECEIVED WITH RESPECT TO SUCH ITEMS OR PARTS TO THE EXTENT SUCH RIGHTS ARE ASSIGNABLE. NORMAL WEAR AND TEAR OF PARTS SUCH AS SEALS, TIRES, INNER TUBES, BULBS, LEAD-ACID BATTERIES, PACKINGS, AND SIMILAR CONSUMABLE PARTS, AS WELL AS THOSE PARTS WHOSE LIST PRICE IS \$50.00 OR LESS, ARE EXCLUDED FROM COVERAGE UNDER THIS WARRANTY.**

### Paragraph 6 - TECHNICAL PUBLICATIONS

- (a) Seller shall supply at no additional cost to Buyer:
- (1) One interactive electronic support O.R.I.O.N (Optimized Reader for Internet and Other Networks) with the documentation necessary for the identification and maintenance of Parts for operation and routine servicing, for each Helicopter delivered. Buyer has access through e-TechPub on AirbusWorld to:
    - o O.R.I.O.N Full Online for reading only
    - o O.R.I.O.N Light Online for download
  - (2) One Hard Copy of



## EXHIBIT 2

Contract No 2022 H125-093

- o The Flight Manual for each Helicopter purchased by Buyer hereunder. Each Flight Manual will be customized to the specific configuration at delivery of the corresponding Helicopter. For H160 model aircraft, an electronic Flight Manual will be delivered to the Buyer.
- (3) Access to Technical Information Publication on Internet (T.I.P.I.) for:
  - o The Service Bulletins and their subsequent updates;
  - o The Master Servicing Manual;
  - o An access to eDynamic Trouble Shooting (eDTS) for Helionix® equipped Helicopters.
- (4) At no additional cost for three (3) years from acceptance of Product(s):
  - o One (1) electronic support (EVIDOC CMM) with the documentation necessary for the maintenance of the Parts installed on the Helicopter, and for which the suppliers have granted copyrights to Helicopter Manufacturer, for each Helicopter purchased. Buyer will have access to the technical publication through e-TechPub on AirbusWorld.
- (5) The technical publication is initially provided at the latest available revision level.
- (6) Seller shall supply at no additional cost and as long as the Helicopter is in operation, the updated versions of O.R.I.O.N and of the Flight Manual. The Master Servicing Manual and the Service Bulletins will be updated on T.I.P.I or such other system as Helicopter Manufacturer may implement for updating these publications.
- (7) The Seller provides the Buyer, at no additional costs per delivered Helionix® equipped Helicopter, with a data pack to ease the initialization of Buyer's maintenance information system. The data pack will be delivered in standard electronic format. The Seller will choose the electronic format(s) at its sole option and may change from time to time.

**Paragraph 7 - TRAINING**

Unless otherwise stated in the Contract, Training Services shall be performed in accordance with the elements stated in the table below for the applicable aircraft model.

Model	Pilot Training	Airframe/Engine Technician Training	Avionics Technician Training	Flight Training Performed in: Buyer/Seller Asset	Location	Simulator Only Training Y/N
H125	2 slots	1 slot	N/A	Seller	Grand Prairie, Texas	No
H130	2 slots	1 slot	N/A	Buyer	Grand Prairie, Texas	No
H135	2 slots	2 slots	1 slot	Buyer	Grand Prairie, Texas	No
H145	2 slots	2 slots	1 slot	Seller	Grand Prairie, Texas	Yes
H155	2 slots	2 slots	1 slot	Seller	Marignane, France	Yes
H160	2 slots	2 slots	1 slot	Seller	Marignane, France	Yes
H175	2 slots	2 slots	1 slot	Seller	Marignane, France	Yes
H215	2 slots	2 slots	1 slot	Seller	Marignane, France	Yes
H225	2 slots	2 slots	1 slot	Seller	Marignane, France	Yes

Seller may modify the content of Training Services to incorporate new regulatory requirements without the consent of Buyer so long as the modifications do not affect the price and/or schedule. If new regulatory requirements affect the price, duration, or delivery date of the Training Services, Seller and Buyer shall agree in writing to any required adjustments to the Contract. If the Parties fail to reach an agreement within thirty (30) calendar days of Seller giving written notice to Buyer of proposed adjustments, Seller shall be entitled to terminate the Contract in accordance with the provisions of Paragraph 13.

**(a) Pilot Training**

- (1) In accordance with the elements stated in the table above for each applicable aircraft model, Seller shall provide transition training for Buyer's pilots who are proficient in helicopter flying for each new Helicopter purchased hereunder provided (i) such training is commenced within one (1) year of the delivery date hereunder, and (ii) both pilots attend the same ground school. Separate ground schools are subject to additional charges. Flight training for each pilot shall be performed in accordance with the elements stated in the table above after transfer of title to the Helicopter(s) to Buyer, unless the Parties specifically agree otherwise. Transition training shall be in accordance with Seller's program of instruction. Seller reserves the right to set minimum competency requirements for any pilot to be trained hereunder and to refuse to train any pilot not meeting those requirements.
- (2) Buyer may elect to have additional qualified pilots trained hereunder. Buyer shall be charged at the prevailing rate established by Seller for each additional pilot to be trained.
- (3) Buyer acknowledges that the transition procedures include, in addition to standard flight operations, the actual performance of emergency flight procedures simulating non-standard flight conditions. Buyer hereby accepts the risk of injury, loss, and damage associated with instruction in emergency flight procedures.
- (4) Buyer hereby assumes all risk of loss, injury and damage to Buyer's Helicopter(s), employees, representatives or agents during any training including without limitation, consequential or incidental damages, loss of use or injury, except to the extent such loss, injury or damage is the result of Seller's negligence or misconduct, and Buyer waives all right of recovery and subrogation against Seller and its employees and agents for any such damage, injury or loss so sustained; provided, however, that this waiver and assumption of risk shall only apply to losses other than Product failures for which Seller may be responsible under the warranty provisions of this Purchase Agreement, in which case Seller's liability to Buyer, if any, shall be limited in accordance with the terms of that warranty. Buyer hereby warrants that Buyer's hull insurer has acknowledged this waiver of subrogation.

**(b) Maintenance Training**

- (1) For each new Helicopter purchased hereunder, Seller will provide ground courses covering field maintenance on the airframe and engine. In accordance with the elements defined in the table above for each applicable aircraft model, Buyer may elect to send qualified technicians to any scheduled Field Maintenance training courses and any scheduled Avionics training course (as applicable) during the six (6) months prior to delivery of the Helicopter or up to one (1) year after its delivery. Seller reserves the right to set minimum competency requirements for any technician to be trained hereunder and to refuse to train any technician not meeting those requirements.
- (2) Buyer may elect to have additional qualified technicians trained hereunder. Buyer shall be charged at the prevailing rate established by Seller for each additional technician to be trained.



## EXHIBIT 2

Contract No 2022 H125-093

**(c) General**

- (1) Buyer shall be responsible for loss or injury to Buyer's property, employees, representatives or agents at all times while at Seller's facility when transition or maintenance training is a reason for such time spent at Seller's facility. Furthermore, Buyer shall hold Seller and its employees and agents harmless for any such loss or injury except to the extent such loss or injury is the result of Seller's negligence or misconduct.
- (2) All expenses and liabilities of Buyer or Buyer's personnel for travel to and from the Seller's training facility, and stay during training, shall be borne by Buyer. Seller reserves the right to refuse to provide training to any pilot or technician at its sole discretion.
- (3) The training and technical assistance provided for herein applies only to the original purchase of a new Helicopter and is not transferable without the prior written consent of the Seller.
- (4) Reasonable insurance coverage of risks arising from the Training Services will be included in Seller's insurance policy. Seller may provide the certificate for such coverage to Buyer at its request.
- (5) Buyer shall lose the benefit of these Training Services if it fails to send its personnel at the date agreed upon with Seller according to the above mentioned deadlines. If Buyer decides not to fully or partially take part in the training, no credit will be granted by Seller.

**(d) Distance Training**

Some training courses may also be conducted in a remote mode; the distance training being provided on an "as available basis". The Seller will use web videoconferencing applications to perform Training in a remote mode. Course duration may be impacted due to the remote mode.

Confidentiality terms are defined in the applicable conditions of the web videoconferencing applications. The Buyer undertakes to comply with the terms and conditions of the services provided by the Seller through web videoconferencing application and shall hold the Seller harmless from and against any consequence of a breach thereof. The Seller will choose the web videoconferencing applications at its sole option and may change from time to time.

Appropriate equipment, connectivity and telecommunication services are required to allow the Buyer to perform the remote Training. The choice of the Buyer's equipment, connectivity and telecommunications service providers remains the sole responsibility of the Buyer. The costs of these connectivity and telecommunication services shall be borne exclusively by the Buyer. The Seller shall in no event be responsible for a degraded performance due to an inappropriate Buyer's choice. The Buyer recognizes also that the good performance of the connection during the remote Training depends on the bandwidth. The Seller shall not be liable of any defective bandwidth.

An IT requirement list is sent to the customer before the course. The Buyer shall ensure the availability of appropriate IT equipment and environment (hardware, software, internet, minimal bandwidth and e-mails access - in general a webcam is mandatory) and the appropriate comfort for its trainees (such as but not limited to thermal and acoustic environment allowing to work concentrated without disruption and proper lighting).

Training manuals are provided to trainees before the course as download file or paper version or on an electronic device, as available.

Each Party remains solely and exclusively responsible for the information exchanged and shall take any appropriate action in order to:

- o comply with the applicable laws and regulations;
- o ensure that none of the information exchanged contravene public policy.

**Paragraph 8 - PRICE ADJUSTMENT AND PRODUCT SPECIFICATION CHANGE**

- (a) Pursuant to new manufacturing or engineering requirements, obsolescence or new regulations or to any currently unknown and unforeseeable impacts of the COVID-19 pandemic, Seller shall be entitled to carry out modifications without the consent of Buyer, provided such modifications do not affect the specifications or performance of the Products and/or Services, related costs or delivery time. Should the requirements affect specifications or performance of the Product and/or Services, related costs and/or delivery time, Seller and Buyer shall mutually agree in writing to an equitable adjustment in the price and/or schedule. Notwithstanding anything to the contrary, if the Parties fail to reach an agreement within thirty (30) calendar days of Seller notifying Buyer in writing of the proposed adjustment, Seller shall be entitled to terminate the Contract in accordance with the provisions of Paragraph 13.
- (b) 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.
- (c) Buyer agrees that the aircraft will remain registered on the FAA's civil registry and under U.S. ownership for a minimum period of nine (9) months after delivery. In the event the aircraft is de-registered from the FAA's civil registry prior to the end of this nine (9) month period, Buyer agrees to pay Seller, within thirty (30) calendar days from the date of de-registration of the aircraft, two percent (2%) of the total purchase price, before any applicable discount was applied, for twin engine aircraft and four percent (4%) of the total purchase price, before any such discounts, for single engine aircraft.

**Paragraph 9 - DELIVERY AND ACCEPTANCE OF TRADE-IN AIRCRAFT**

- (a) In the event Seller agrees to accept a trade-in aircraft, Buyer must tender trade-in aircraft for acceptance by Seller in an airworthy condition and must satisfy all of the following conditions:
  - (1) trade-in aircraft's engine(s) must pass power assurance checks conducted by Seller in its acceptance inspection of the aircraft;
  - (2) Buyer must deliver to Seller complete and accurate airframe and engine records showing compliance with all airworthiness directives and mandatory service bulletins applicable to trade-in aircraft;
  - (3) Buyer must deliver to Seller a complete set of updated maintenance manuals for trade-in aircraft unless originally delivered by CD ROM;
  - (4) trade-in aircraft must have no damage history or corrosion, unless acknowledged and accepted by Seller;
  - (5) Buyer must convey title to the trade-in aircraft free and clear of any liens, claims, security interests, charges or encumbrances of any kind;
  - (6) Buyer must deliver to Seller all standard ground handling equipment and protective covers for the trade-in aircraft;
  - (7) all equipment and systems installed on the trade-in aircraft at the time of the detailed inspection by Seller, which is provided for in Subparagraph 9(b) below, must be installed and fully operational and, if no detailed inspection is conducted, then all equipment and systems installed on the trade-in aircraft at the acceptance inspection by Seller, which is provided for in Subparagraph 9(b) below, must be installed and fully operational;
  - (8) no life-limited component installed on the aircraft at the time of the detailed inspection by Seller (provided for in Subparagraph 9(b) below) can be replaced thereafter unless required for the aircraft to remain airworthy, in which case the replacement component must have a time remaining value equal to, or greater than, the unit being replaced; and
  - (9) annual and/or other periodic inspection(s) as specified by Seller must be completed within the period(s) specified by Seller.

Seller will accept title to trade-in aircraft upon Buyer's compliance with all of the conditions enumerated above.



## EXHIBIT 2

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- (b) Seller shall be entitled to conduct a detailed inspection of the trade-in aircraft at Buyer's facility at a mutually agreeable time following execution of the Contract by both Parties. Seller shall be entitled to conduct an acceptance inspection of trade-in aircraft at Buyer's facility within a specified period of time acceptable to Seller following the date on which Buyer tenders the trade-in for acceptance by Seller by giving notice of tender in accordance with the notice provisions herein. The delivery date for Buyer to tender the trade-in to Seller for acceptance is specified on the Purchase Agreement.
- (c) Any trade-in amount set forth in this Contract will be contingent upon and subject to AHl's acceptance of the applicable trade-in aircraft. If Buyer fails to comply with any of the conditions in Subparagraph 9(a), all costs necessary to correct the deficiencies, if correctable, will be borne by Buyer and all such deficiencies must be corrected to Seller's satisfaction before it shall be obligated to accept title to the trade-in aircraft. If Buyer fails to comply with any condition in Subparagraph 9(a) as of the delivery date specified herein for the trade-in aircraft, Seller, in its sole discretion, may specify, then or at any time thereafter, a period of time by which Buyer must cure the deficiencies to Seller's satisfaction; however, Seller is not obligated to allow Buyer any period of time to cure any such deficiencies. If Buyer fails to comply with Subparagraph 9(a), Seller may elect not to accept the trade-in aircraft, in which case the net purchase price owing by Buyer shall be adjusted accordingly. Any amount owing to Seller as a result of any such adjustment shall be due from and payable by Buyer on the payment terms specified on the Purchase Agreement unless otherwise specified herein. Seller, at its option, shall be entitled to adjust any trade-in credit at time of delivery until such time as it can conduct a detailed inspection of the trade-in aircraft. Seller will provide a final trade-in credit value within thirty (30) calendar days of the delivery date provided the trade-in aircraft requires no maintenance actions under Subparagraph 9(a), normal wear and tear excepted.
- (d) Buyer represents and warrants that when it conveys title to the trade-in aircraft to Seller:
- (1) Buyer will have good and marketable title to said aircraft;
  - (2) Buyer will be the sole owner of said aircraft; and
  - (3) Buyer will be duly authorized and entitled to sell, transfer, convey, and assign all of its right, title and interest in and to said aircraft and will not violate any agreement or provision thereof by doing so.
- (e) In the event Seller shall acquire title to trade-in aircraft subject to any liens, claims, security interests, charges or encumbrances, Buyer shall promptly cause any such liens, claims, security interests, charges or encumbrances to be terminated, released, or otherwise discharged and shall hold Seller harmless against any liability arising from, relating to, or based upon any such lien, claim, security interest, charge, or encumbrance.

### Paragraph 10 - CONFIDENTIALITY

During the performance of the Contract, the confidential information of the Parties shall be protected as follows: the term "Confidential Information" shall mean 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 Contract), 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. For the avoidance of doubt, the obligations of this Paragraph 10 Confidentiality provision do not apply to any information which is required to be disclosed in accordance with the California Privacy Rights Act (CPRA).

The receiving Party hereby covenants that, from the effective date of the Contract, 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 Contract (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 Contract without the prior written consent of the disclosing Party;
- (d) be disclosed pursuant to applicable law including CPRA, or judicial or administrative proceeding. The disclosing party shall provide advance notice of the possibility of disclosure as soon as is practical so that the other party may attempt to stop such disclosure or obtain a protective order concerning such disclosure; 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 the Contract 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 the Contract.

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 Contract, 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 Contract 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.



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**Paragraph 11 - INTELLECTUAL PROPERTY**

Seller and/or Helicopter Manufacturer retains all rights in respect of developments, inventions, know-how, production procedures and any intellectual property rights relating to the Products that they manufacture and/or Services related thereto.

Nothing in the Contract 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 Contract).

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.

**Paragraph 12 - DATA EXCHANGE**

- (a) **General.** In order to improve the Products, their reliability and availability and Buyer services, Helicopter Manufacturer has set up a data exchange process based on maintenance and operational data coming from Buyer's Helicopters in Service. The data (hereinafter the "Data") will primarily consist of:

- (1) Helicopter data generated by on-board recording systems,
- (2) information system data, such as maintenance, operation, logistics and airworthiness data, and
- (3) data loaded into, transmitted, stored, or generated by the SaaS as a result of the use of the SaaS.

For these purposes, Buyer, including its designated entity for operations and/or maintenance, hereby authorizes Helicopter Manufacturer on a free and non-exclusive basis:

- (1) to collect such Data.
- (2) to use the Data to create processed data (data which is reconciled, enriched, qualified and analyzed by the Helicopter Manufacturer, hereinafter the "Processed Data").
- (3) to anonymize such Processed Data (Processed data which is anonymized, not enabling to identify the Buyer) (hereinafter the "Anonymous Data"),
- (4) to disclose Data, Anonymous Data and Processed Data internally only to those of its employees (for the avoidance of doubt, this shall include temporary workers) and/or to the Seller having a need to have access to such data for the purpose (\*) stated below.
- (5) to disclose Data and Processed Data to partners, suppliers and/or subcontractors of the Seller (i) having a need to have access to such data for the purpose (\*) stated below and (ii) being bound by confidentiality obligations,
- (6) to disclose Anonymous Data to partners, suppliers and/or subcontractors of the Seller for the purpose (\*) stated below.
- (7) to use and disclose to customers Anonymous Data (including after being complemented with additional sources of Anonymous Data) for the purpose (\*\*) stated below. and
- (8) to store Data, Processed Data and Anonymous Data.

(\*) Disclosure shall be for the purpose of further software and service development, helicopter improvement and expert analysis.

(\*\*) Trend monitoring, benchmarking services, report issuance, analyses and customer workshops for helicopter maturity.

Data, Anonymous Data and Processed Data may also be used for the purposes of supporting the Buyer subject to a specific agreement. Buyer remains solely and exclusively responsible for Buyer's Data exchanged. Buyer shall take any appropriate action in order to comply with the applicable laws and regulations, to ensure to the greatest extent possible that nothing in its Data contravenes public policy and such data is free from any virus, Trojan or the like.

- (b) **Data Confidentiality and Intellectual Property.** The Parties agree that any and all Data disclosed by Buyer or its designated entity to Helicopter Manufacturer and/or Seller shall be deemed confidential. Nevertheless, the Helicopter Manufacturer and/or Seller shall be entitled to disclose Data and Processed Data to the persons and entities and at the conditions described above. Anonymous Data (including after being complemented with additional sources of Anonymous Data) can however be used and disclosed by the Helicopter Manufacturer and/or Seller without being subject to any confidentiality limitations/obligations. Helicopter Manufacturer and/or Seller owns all foreground intellectual property and know-how, if any, generated by the outcome of the analysis of the Data, Processed Data and/or Anonymous Data.
- (c) **Data Related Liability.** Notwithstanding anything to the contrary in the Contract, the intent of data collection is not to analyze such data in order to detect/prevent potential incidents/accidents. Therefore, the Helicopter Manufacturer and/or Seller shall not be liable towards the Buyer as a result of the mere possession by the Helicopter Manufacturer and/or Seller of the Data or as the result of any exchange or analysis of information collected through the process.
- (d) **SaaS.** The Seller provides the Buyer at no additional cost with a package of one (1) year subscriptions to the following Services, as available depending on the helicopter's type, to be selected by the Buyer:
  - o Flight Perfo apps per delivered Helicopter;
  - o Connectivity Services basic per delivered Helicopter equipped with wACS hardware;
  - o Flight analyser basic per delivered Helicopter;
  - o Fleet monitoring per delivered Helicopter.

The subscription will be then automatically renewed for subsequent periods of one (1) year at the respective rates annually published by the Seller except if one of the Parties terminates the subscription no later than thirty (30) calendar days prior to the end of the current annual period by registered letter.



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The Buyer hereby acknowledges and agrees that the Buyer and the Users shall abide by the AirbusWorld Terms of Use. The Buyer shall also ensure that all Users comply with the relevant AirbusWorld Terms of Use, available to the Buyer by the Seller upon request and downloadable in their latest version from the application.

Should the Buyer wish to delegate to a third party the access to the SaaS, the Buyer shall ask in writing an authorization that the Seller may accept or refuse at its sole discretion.

SaaS will be provided in English and is designed to perform the services as described in the service specification, available to the Buyer by the Seller upon request.

Data loaded via the SaaS are hosted on a cloud. The conditions of the data access and protection are described in the AirbusWorld Terms of Use. The Buyer declares to be fully aware of and authorizes expressly the Seller to store its Data on the cloud and also on secured data platform. Buyer's Data integrity is warranted as defined in the applicable conditions of the Seller's cloud service provider(s) available on the Seller's website when accessing to the SaaS. The Buyer undertakes to comply with the terms and conditions of the services provided by the Seller through its cloud provider(s). The Seller will choose the cloud provider(s) at its sole option and may change from time to time.

The Buyer remains solely and exclusively responsible for the Buyer's Data exchanged. The Buyer shall take any appropriate action in order to comply with the applicable laws and regulations, to ensure that none of the Buyer's Data exchanged contravene public policy and that they are free from any virus, Trojan or the like.

**Paragraph 13 - TERMINATION****(a) Extraordinary Termination**

Either Party may immediately terminate the Contract 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 Contract by written notice to the insolvent Party at any time and without prejudice to any other rights or remedies.

**(b) Termination for Default**

In the event that either Party commits a material breach of its obligations under this Contract and fails to cure that breach within ninety (90) calendar days after receiving written notice of the breach, the other party may terminate this Contract 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 will indemnify Seller against any loss, damage or expense which it may sustain or incur as a consequence of the occurrence of any Buyer event of default under the Contract, and
  - o Seller shall be entitled to retain any prior payments and/or deposits previously made by Buyer.
- (2) In case of default by Seller:
  - o Seller shall return to Buyer any BFE/CFE remaining on its premises,
  - o Seller shall refund Buyer, the amount of any payments received prior to such default, and
  - o In the event of a multi Helicopter order, Seller shall be entitled to deliver the non-faulty Helicopter(s) and related Services, and shall be paid the corresponding price thereof.

**Paragraph 14 - LIABILITY**

Notwithstanding any provision to the contrary in the Contract, the total and cumulative liability of Seller under the Contract, due to any and all causes whatsoever, whether based on breach of contract or in tort or otherwise, shall in no event exceed in aggregate an amount equivalent to ten percent (10%) of the total net Contract price. Such limitation shall not apply to Buyer's warranty obligations, claims for direct damages arising solely due to Seller's material breach of contract or claims arising solely due to a confirmed defect of Seller's Products.

The above limitation shall not apply in the event of gross negligence, willful misconduct, death or bodily injury.

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 Contract are exclusive and are in replacement of any and all other remedies under law or otherwise.

**Paragraph 15 - GENERAL**

- (a) In the event of any dispute, claim, question or disagreement arising from or relating to this Contract 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 law 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 Contract 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 Contract without the prior written consent of Seller.



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- (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 Contract and has full authority to perform the Terms and Conditions hereof. This Contract 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) Each Party to this Purchase Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17, for executing this Contract and any related Amendments thereto. The Parties further agree that the electronic signatures of the Parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.
- (e) The language of each provision of this Contract 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 Contract.
- (f) If any part of this Contract shall be held by any court of competent jurisdiction to be illegal or unenforceable, the rest of this Contract shall not be affected and shall remain in full force and effect.
- (g) Nothing in this Contract 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 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 Contract.
- (h) The provisions of the limited warranty, confidentiality, intellectual property, data exchange, and liability paragraphs of the Contract shall survive and continue to have effect after the termination or expiry for any reason whatsoever of the Contract.
- (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.

#### Paragraph 16 - MODIFICATIONS

This Contract supersedes all other agreements, written or oral, with respect to the understanding and agreement of the Parties. This Contract constitutes the final written expression of all the terms of this Contract 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 Contract 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 Contract 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, or annexes, in their order of appearance

#### Paragraph 17 - REGULATORY RULES and EXPORT CONTROL

- I. The Parties hereby undertake 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 Regulations, as defined below (together "Regulatory Rules").
- (a) The Products, goods, Parts, tooling, and data covered by this Contract 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.
- (b) 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 Contract. The Contract 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 execution and performance, a) failure by the Buyer to comply with the Regulatory Rules and/or b) Buyer becomes a Sanctioned Person and/or c) performance of either Party's obligations under the Contract would constitute a breach of Regulatory Rules and/or d) failure by the Buyer to timely provide all necessary information and/or cooperate with the Seller, shall entitle the Seller to terminate the Contract in accordance with the provisions of Paragraph 13 without any prior notice and liability whatsoever.
- (c) 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.
- (d) For the purposes of this Contract, the following terms have the following meanings:
- (i) "Authorization(s)" means the approval to export, re-export, transfer or retransfer but not limited to, a governmental licence as may refer to an exemption, an exception, or an agreement issued by the relevant authority under Export Regulations.
  - (ii) "Export Regulations" means U.S., E.U. and any other applicable national export control, sanctions and embargoes laws and regulations issued by a Sanctions Authority or export control authority.
  - (iii) "Item" means hardware, software, technical data/technology(ies) and/or services.






# Riverside County Sheriff's Department

*Chad Bianco, Sheriff-Coroner*

4095 Lemon Street • Riverside • California • 92501  
www.riversidesheriff.org

Date: 03/29/2023  
From: Chief Misty Reynolds #2701  
To: Purchasing Agent  
Via: Captain Brian De Marco #3266   
Subject: Sole Source Procurement; Request for 2025 Pilatus PC-12 NGX Fixed Wing Aircraft

The below information is provided in support of my department requesting approval for a sole or single source.

1. **Supplier being requested:** Pilatus Aircraft Ltd.
2. **Vendor ID:** N/A
3.  **Single Source**                       **Sole Source**
4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?**  
 **Yes**                                       **No**
- 4a. **Was the request approved for a different project?**  
 **Yes**                                       **No**
5. **Supply/Service being requested:**  
Purchase (1) Pilatus PC-12 NGX Single Engine Fixed Wind Aircraft.
6. **Unique features of the supply/service being requested from this supplier.**  
The Pilatus is a mission build, single-engine turboprop fixed-wing aircraft with a combination of performance, proven safety record, capabilities, equipment, and quickly changeable configuration not found in any similar aircraft. The unique features include:
  - The pressurized aircraft has a 2071-mile range
  - A top speed of 330 miles per hour, and a 30,000-foot service ceiling.
  - The interior configurations can be changed in minutes to meet the requirements of various public safety missions with seating for nine.

- The aircraft is certified to be flown by a single pilot and can take off and land on paved, gravel, dirt, or grass runways. The Pilatus only requires a 2,485' runway distance for takeoff.
- The Pilatus is equipped with high-resolution thermal imaging camera equipment, allowing the Sheriff's Office to conduct intense and complicated search, rescue, and mapping missions.
- The aircraft's 52" x 53" oversized cargo door is not found on any other similar aircraft. This cargo door allows for quickly changing interior configurations, such as removing seats, reconfiguring seats, loading medical gurneys and patients, and quickly loading personnel and special equipment to respond to critical events or natural disasters. The cargo door will accommodate a full-size pallet to be secured into the aircraft by a forklift.
- The Pilatus PC-12 NGX is the only single-engine aircraft manufactured in the world with the above-listed combination of performance and capabilities.

**7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:**

The Sheriff's Department is responsible for public safety in Riverside County and meeting the needs of routine, emergency, and catastrophic situations. The Pilatus' unique, quickly changeable configurations can accommodate the aircraft to respond and carry supplies or specially equipped and trained staff to these situations. With state-of-the-art video, picture, and sensor equipment, it can map large geographical areas after fires, floods, earthquakes, or other disasters. It can map County infrastructure and be utilized in search and rescue. The oversized cargo door specific to the Pilatus allows staff to load pallets of supplies quickly into the aircraft to be delivered to emergencies or disaster areas. The Pilatus aircraft's accident rate is 0.60 for 100,000 hours flown, less than 1/2 of the average single-engine turboprop aircraft accident rate. This proven safety record will keep flight crews and passengers safe during operations.

**8. Period of Performance: One time Purchase Order upon Board Approval.**  
(Total number of years)

Is this an annually renewable contract?      No             Yes  
Is this a fixed-term agreement:                 No             Yes

**9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.**


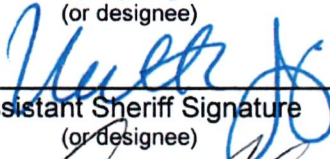
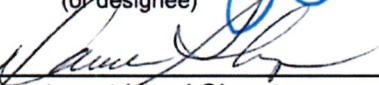
Description:	FY22-23	FY23-24	FY24-25	Total
One-time Costs:	\$9,972,212.00			\$9,972,212.00
Use-Tax	\$772,946.43			\$772,946.43
Total Costs	\$10,745,058.43			\$10,745,058.43

**10. Price Reasonableness:**

The standard aircraft purchase price of the Pilatus PC-12 Aircraft is \$5,302,500 and aligns with the latest price point from the world's leading aviation data providers JETNET, AircraftBluebook, and Asset Insight. The optional equipment required for public and employee safety is \$4,669,712 bringing the Subtotal to \$9,972,212.00 before sales tax. The Pilatus' capability, performance, configuration, and technology are comparable to similar dual-engine turboprop aircraft but with significant savings in fuel consumption, maintenance, and pilot training costs. Pilatus's operating costs are 30% to 60% lower than twin-engine turboprop aircraft. In addition, it is certified to be flown by a single pilot, reducing flight crew costs. Single-engine aircraft training and certification are \$7,000 to \$15,000 less expensive than training pilots to fly dual-engine aircraft.

The Department can save time and money by utilizing the aircraft to fly investigators with time-sensitive tasks in the most critical criminal investigations, assist with Department extraditions, and shuttle staff annually to complete jail inspections. Additionally, the Department will save on hotel accommodations by transporting Executives to required meetings within and out of Riverside County. It will turn a two-day trip into a same-day turnaround. These examples could save the County money in overtime, commercial flights, car rentals, hotels, and per diem. With state-of-the-art video, picture, and sensor equipment, the aircraft can be utilized as a high-altitude search and rescue aircraft, covering more area than their rotary aircraft counterparts and potentially reducing the overall search and rescue operations costs.

**11. Projected Board of Supervisor Date (if applicable):** 04/18/2023

	MISTY REYNOLDS	4/3/23
Chief Deputy Signature (or designee)	Print Name	Date
	MATTHEW JIMENEZ	4/3/23
Assistant Sheriff Signature (or designee)	Print Name	Date
	DONALD SHARP	4/3/23
Department Head Signature (or designee)	Print Name	Date

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

**Approve**

Approve with Condition/s

Disapprove

Condition/s:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Not to exceed:

One-time \$ 10,745,058

Annual Amount \$ \_\_\_\_\_ / per fiscal year through \_\_\_\_\_ (date)  
(If Annual Amount Varies each FY)  
FY \_\_\_\_\_ : \$ \_\_\_\_\_

*Meghan Hahn*  
Purchasing Agent

4/4/23  
Date


23-165  
Approval Number  
(Reference on Purchasing Documents)



# Riverside County Sheriff's Department

*Chad Bianco, Sheriff-Coroner*

4095 Lemon Street • Riverside • California • 92501  
www.riversidesheriff.org

Date: 03/29/2023  
From: Chief Misty Reynolds #2701  
To: Purchasing Agent  
Via: Captain Brian De Marco #3266   
Subject: Sole Source Procurement; Request for 2025 Airbus AS350 B3e (H-125) Helicopter

The below information is provided in support of my department requesting approval for a sole source.

1. **Supplier being requested:** Airbus Helicopters
2. **Vendor ID:** 0000120003
3.  **Single Source**                       **Sole Source**
4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?**
  - Yes SS#15-322 12/3/2014**     **No**
- 4a. **Was the request approved for a different project? 2014 Purchase of two AS350 B3e helicopters**
  - Yes**                                       **No**
5. **Supply/Service being requested:**  
Purchase of (1) AS350 B3e / H-125 Helicopter from Airbus Helicopters.
6. **Unique features of the supply/service being requested from this supplier.**
  - The Airbus Helicopters are selected for configuration and capabilities not found in similar helicopters.
  - Airbus H125/AS350 B3e helicopters offer a flat floor
  - 500 lb. hoist capable of lifting outside the aircraft's skids
  - Dual hydraulic flight control systems
  - Dual full authority digital engine control systems
  - Mechanical back-up engine controls
  - 143-gallon fuel tank
  - Total lift capabilities of 3050 lbs.
  - Extended 5000-hour engine operation before a major overhaul is required.

**7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:**

The Sheriff's Department selected the Airbus H125 to add to the existing fleet of Airbus helicopters. The decision is based on operational needs and cost-saving initiatives. The Department's current fleet of helicopters is comprised exclusively of Airbus helicopters, and our pilots are familiar with the aircraft's control panel, equipment, and performance. Maintaining the same fleet type is advantageous, especially when the pilot needs to make a quick decision during an emergency. For example, the Sheriff's Department Aviation Pilots have experience with many hours of flight time flying Airbus aircraft. Operating a different aircraft for short periods could be problematic if Pilots found themselves in an emergency and relied on "muscle memory" to maneuver the helicopter from crashing. Making critical decisions at a moment's notice is vital and lifesaving. The organization has invested significantly in tools, inventory, and training of both flight crews and Sheriff's aircraft maintenance staff to ensure the helicopters' safe operation and continued airworthiness.

**8. Period of Performance:** One time purchase via Purchase Order.

Is this an annually renewable contract?     No             Yes  
Is this a fixed-term agreement:             No             Yes




**9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.**

Description:	FY22-23	FY23-24	FY24-25	Total
One-time Costs:	\$7,168,899.00			\$7,168,899.00
Use-Tax	\$555,589.67			\$555,589.67
Total Costs	\$7,724,488.67			\$7,724,488.67

**10. Price Reasonableness:**

Airbus is offering the Sheriff's Department a significant discount of \$83,473.00. Purchasing the Airbus helicopter to add to the existing fleet will save the County funding by not incurring additional costs associated with training pilots and mechanics, purchasing specialized aircraft-specific tooling, and ordering manufacturer parts for various aircraft. Additionally, the 5000-hour extended operation life of the Airbus engine between major engine overhauls saves money because it eliminates annual maintenance expenses.

**11. Projected Board of Supervisor Date (if applicable):** 04/18/2023

	MISY REYNOLDS	4/3/23
Chief Deputy Signature (or designee)	Print Name	Date
	MATTHEW JIMENEZ	4/3/23
Assistant Sheriff Signature (or designee)	Print Name	Date
	DONALD STAMPS	4/3/23
Department Head Signature (or designee)	Print Name	Date

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**The section below is to be completed by the Purchasing Agent or designee.**  
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Purchasing Department Comments:

**Approve**

Approve with Condition/s

Disapprove

Condition/s:

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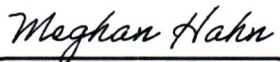
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Not to exceed:

One-time \$ 7,724,489

Annual Amount \$ \_\_\_\_\_ / per fiscal year through \_\_\_\_\_ (date)  
*(If Annual Amount Varies each FY)*

FY \_\_\_\_\_ : \$ \_\_\_\_\_  
 FY \_\_\_\_\_ : \$ \_\_\_\_\_  
 FY \_\_\_\_\_ : \$ \_\_\_\_\_  
 FY \_\_\_\_\_ : \$ \_\_\_\_\_  
 FY \_\_\_\_\_ : \$ \_\_\_\_\_

	4/4/23	23-166
Purchasing Agent	Date	Approval Number
		(Reference on Purchasing Documents)