K22-1287

BELL TEXTRON INC. PREMIER CUSTOMER ADVANTAGE PLAN AGREEMENT

BELL TEXTRON INC. PROPRIETARY AND CONFIDENTIAL

CUSTOMER INFORMATION

CUSTOMER:	CITY OF NEW ORLEANS
ADDRESS:	2100 Leon C Simon Drive New Orleans, Louisiana 70124 United States
PRIMARY CONTACT:	Jeff Fletcher
PHONE:	+15044600611
E-MAIL:	jeffrey.a.fletcher@gmail.com

(hereinafter referred to as "Customer")

PLAN INFORMATION

PAYMENT FREQUENCY
Monthly

AIRCRAFT SERIAL NUMBER	MODEL	AIRCRAFT OWNER (Aircraft title holder)	WARRANTY PERIOD HOURLY RATE[1]	POST WARRANTY PERIOD HOURLY RATE[2]	FIELDED AIRCRAFT ONLY		
					ENROLLMENT FLIGHT HOURS	ENROLLMENT DATE OF RECORD	ENROLLMENT FEE
65443	505	Customer	$235.00	$315.00	0		$0.00

CAP AGREEMENT

This Premier Customer Advantage Plan Agreement (this "Agreement") is entered into by and between Bell Textron Inc., a Delaware corporation ("Bell") and Customer. Bell and Customer are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

A. Customer is the owner or operator of the Bell aircraft(s) described on the cover page to this Agreement (individually or collectively, as the context requires, "Aircraft").

B. Bell has developed a plan called the "Premier Customer Advantage Plan" ("Plan"), under which Bell offers to owners and operators of certain Bell helicopters the ability to obtain from Bell, or if authorized by Bell, from another supplier, refurbishment, repair, overhaul, and replacement of Aircraft Parts (hereafter defined), for a price based on Aircraft Flight Hours.

C. Customer desires to participate in the Plan and Bell desires to permit Customer to participate in the Plan, in each case subject to the terms set forth in this Agreement.

NOW, THEREFORE the Parties hereby agree as follows:

[1] Only applicable during Warranty period. Subject to escalation as set forth in paragraph IV of this Agreement.
[2] Only applicable after Warranty period expires. Subject to escalation as set forth in paragraph IV of this Agreement.

I. DEFINED TERMS

When used in this Agreement, the terms set forth below shall have the following meanings.

A. Abuse:

(1) the failure to properly perform any necessary maintenance, repair, or modification of the Aircraft or any part thereof, regardless of if required by applicable service and repair manuals, service bulletins and letters, specifications, or any other
written instructions, including, but not limited to, Bell Maintenance Manual, repair and overhaul manuals, written instructions of Parts vendors or manufacturers, FAA Airworthiness Directives;

(2) any use, operation, wear, testing or storage of the Aircraft, or any part thereof, which is not in accordance with (i) accepted aircraft operation or maintenance practice, taking into account, among other factors, the environment in which the Aircraft operates or will operate, or (ii) applicable service and repair manuals, service bulletins, letters and/or directives, specifications, or any other written instructions; or

(3) any accident, incident, mishap, impact, system contamination or foreign object damage resulting in damage, fatigue or abnormal wear to the Aircraft, or any part thereof.

B. Agreement: has the meaning set forth in the introductory paragraph to this Agreement.

C. Aircraft: the Aircraft as configured at the time of delivery. The term is further defined as set forth in the Recitals and on the cover page to this Agreement.

D. Airworthiness Life: the point(s) in time, as measured in hours, cycles, or calendar time, when any Part must be overhauled, refurbished, replaced, or returned to a technical standard, as specified by Bell, or any of its Parts vendors or manufacturers, or a Regulatory Agency.

E. Airworthiness Requirements: requirements of Regulatory Agencies that must be met to operate an Aircraft in flight.

F. Annual Fee: the fee invoiced by Bell at the beginning of each calendar year, for those Customers wanting to pay annually. The Annual Fee which is determined by the calculation stated in paragraph IV.

G. Bell: has the meaning set forth in the introductory paragraph to this Agreement.

H. Bell Authorized Customer Service Facility (CSF): A facility authorized by Bell to perform maintenance on Bell aircraft. Bell has published and maintains the names and addresses of these CSFs on the Bell Textron Inc. web site (www.bellflight.com).

I. Bell Authorized Part: Parts supplied under the direct authority of Bell or Parts with respect to which Bell specifically grants the designation of "Bell Authorized."

J. Bell List Price: the catalogue list price for products and services provided by Bell under this Agreement. Bell list price for any reconditioned, overhauled, repaired, or used Part is equal to seventy percent (70%) of the Bell List Price for a new condition Part.

K. Bell Maintenance Manual: Bell's published maintenance manual with respect to an Aircraft.

L. CAP Account: Customer's account that has been established with and maintained by Bell for the specific purpose of Flight Hour billing under this Agreement. The CAP Account is maintained by Bell for each Covered Aircraft under the Plan and equal to (i) the total of payments made by the Customer for Flight Hours accumulated by Covered Aircraft(s); (ii) less the aggregate of all benefits provided by Bell under the CAP Agreement utilizing Bell List Price at the time of delivery; (iii) plus the total Core Return Credits. Payments for estimated future Flight Hours made by Customers paying annually will not be applied to the CAP Account until Covered Aircraft(s) accumulate such Flight Hours.

M. Consumables: any item required for installation or servicing of a part or for parts that are to be consumed as part of their normal function, for example packings (o-rings), standard line or hose clamps, skid shoes, common maintenance lubricants and fluids, shop supplies, engine fluids, MS AN type or other hardware in general that are readily available to Customer from sources other than Bell or its direct supply sources.

N. Core Return Credit: credit applied to Customer's CAP Account when Customer returns a repairable Part to Bell in association with an approved claim. Bell, in its sole discretion, will determine if the returned part is repairable and if a Core Return Credit will be applied. The Core Return Credit value for a given Part is equal to twenty eight percent (28%) of the Bell List Price for a new condition Part.

O. Covered Aircraft: means those Aircraft serial numbers cited on the cover page of this Agreement that are subject to coverage under the Plan effective as of the Entry Into Service Date.

P. Customer: has the meaning set forth in the introductory paragraph.

Q. Customer Account: Customer's standard trade account with Bell.

R. Discretionary Removal: any removal of a Part, at Customer's discretion or convenience, prior to the time at which the Part is eligible for Scheduled Removal, unless the Part is Unserviceable at the time of removal.

S. EASA: European Aviation Safety Agency.

T. Enrollment Date of Record: the date Enrollment Flight Hours are recorded for a Fielded Aircraft as indicated on the cover page of this Agreement.

U. Enrollment Fee: the amount invoiced by Bell for each Fielded Aircraft, as indicated on the Initial Invoice and on the cover page of this Agreement.

V. Enrollment Flight Hours: the initial Flight Hours on a Fielded Aircraft used to calculate the Enrollment Fee. The Enrollment Flight Hours for each Covered Aircraft are indicated on the cover page of this Agreement.

W. Entry Into Service Date: the date Plan coverage initiates for a particular Covered Aircraft.

X. Execution Date: the date indicated on the signature page to this Agreement.

Y. FAA: Federal Aviation Administration of the United States of America.

Z. FAA Airworthiness Directives: rules issued by the FAA to correct an unsafe condition in an aircraft or aircraft part.

AA. Fielded Aircraft: an Aircraft that is actively being utilized by the Customer and accruing Flight Hours prior to Plan coverage. Fielded Aircraft will be considered Covered Aircraft (i) upon receipt of Enrollment Fee payment by Bell, or (ii) upon the Execution Date of this Agreement if the Enrollment Fee is waived.

BB. Flight Hours: the total accumulated air time in hours accrued by the Aircraft as recorded in the maintenance logbook in accordance with Regulatory Agency requirements.

CC. Initial Invoice: the first Flight Hour billing delivered to Customer by Bell in the event that Customer enrolls Fielded Aircraft to the Plan, for an amount determined by Bell based on an estimated average number of monthly Flight Hours for all Covered Aircraft(s), Customer payment of Initial Invoice is due net thirty (30) days from date of issue and will be reconciled at final billing under the Plan.

DD. NTSB: National Transportation Safety Board of the United States of America.

EE. Operating Report: means the report sent from Customer to Bell that contains the Flight Hours for each Covered Aircraft on a monthly or quarterly basis.

FF. Part: those components and assemblies (new, repaired, refurbished, or overhauled) required for the operation of any system in the Aircraft.

GG. Plan: has the meaning set forth in the Recitals.

HH. Post-Warranty Period Hourly Rate: the rate set forth on the cover page of this Agreement which is applicable after expiration of Aircraft Warranty and is subject to annual escalation as set forth in paragraph IV.

II. Post-Warranty Period Monthly Fee: the monthly amount billed to Customer with respect to each Covered Aircraft with an expired Warranty. This amount is determined by multiplying (i) the number of Flight Hours actually logged during the preceding calendar month for each Covered Aircraft by (ii) the applicable Post-Warranty Period Hourly Rate then in effect. The initial Post-Warranty Period Hourly Rate is set forth on the cover page of this Agreement.

JJ. Protective Container: an assembled wooden crate, Pelican™ case, or Pelican™ container utilized by Bell and Textron subsidiaries and/or affiliates to ship advanced Parts.

KK. Regulatory Agency: an applicable duly authorized government airworthiness authority of competent jurisdiction, including, without limitation, the Federal Aviation Administration of the United States (FAA) and the European Aviation Safety Agency (EASA).

LL. Scheduled Removal: the removal of any Part upon the expiration of its Airworthiness Life, or within ten (10) hours, ten (10) cycles, or one (1) month, as the case may be, prior to the expiration of its Airworthiness Life.

MM. Term: the period of time during which this Agreement is in force and effect which commences Execution Date or the Entry Into Service Date, whichever comes later and ends five (5) years thereafter.

NN. True-Up: an annual calculating defined in paragraph V.

OO. Unscheduled Removal: the removal at any time, other than a specified maintenance interval, of any Part that is determined by Bell or its Parts suppliers to be Unserviceable.

PP. Unserviceable: any Part that no longer meets a technical standard as defined by the limits, tolerances or allowances prescribed by any applicable service or repair manual, service bulletin or service letter, specification, technical standard, or any other written instruction, and in compliance with Airworthiness Requirements.

QQ. MyBell Customer Portal: Bell Textron Inc.'s online spare parts ordering / claim filing system and Customer portal.

RR. Warranty: the warranty provided by Bell in the initial sales contract or purchase agreement for the Aircraft.

SS. Warranty Period Hourly Rate: the rate set forth on the cover page of this Agreement which is only applicable to Covered Aircraft currently under Warranty and is subject to escalation as set forth in paragraph IV.

TT. Warranty Period Monthly Fee: the monthly amount billed to Customer with respect to each Covered Aircraft currently under Warranty. This amount is determined by multiplying (i) the number of Flight Hours actually logged during the preceding calendar month for each Covered Aircraft by (ii) the applicable Warranty Period Hourly Rate then in effect. The initial Warranty Period Hourly Rate is set forth on the cover page of this Agreement.

II. MATTERS COVERED UNDER THIS AGREEMENT

A. Aircraft having the Serial Numbers listed on the cover page of this Agreement are covered by the terms of this Agreement.

B. Plan provides coverage for all Parts and assemblies installed as standard equipment on Covered Aircraft(s) only. Additional kits and customizing may also be covered for unscheduled events only if included in Appendix A. Plan coverage only applies to the original configuration of the Covered Aircraft as it is delivered new by Bell, and to parts supplied by Bell through the Plan.

C. When Customer determines that a Part needs to be removed and replaced from the Aircraft, the Customer must utilize the Bell Textron Inc. MyBell Customer Portal to file a claim to request the Part. All relevant Aircraft records must be submitted along with the claim. Bell will conduct a review of Customer claims to ensure compliance with this Agreement and may send the Customer instructions related to its claims. Customer claims for replacement of Aircraft on Ground (AOG) parts will be reviewed by Bell to ensure compliance as defined by Master Minimal Equipment List (MMEL).

D. For Parts that are identified as a Scheduled Removals, Customer shall notify Bell 45 calendar days prior to Part removal.

E. As part of its claim adjudication process, Bell will determine whether the Part the Customer removed from the Aircraft is a Scheduled, Unscheduled, or Discretionary Removal. Bell will make this determination based upon its review of the records and information submitted with the MyBell Customer Portal claim and assessment of the removed Part, if applicable, and at Bell's sole discretion.

F. For Parts which Bell, in its sole discretion, determines to be Scheduled or Unscheduled Removals, Bell will repair, replace, refurbish, or overhaul the Part and ship, at Bell's expense, such repaired, replaced, refurbished, or overhauled Part to Customer.

G. For new Aircraft purchased during the Term of this Agreement, Bell will reimburse Customer for reasonable actual labor costs, not to exceed $85.00 USD per hour, incurred directly in connection with Unscheduled Removals and reinstallation of the replacement Parts for 1000 hours of operation or three (3) years from acceptance of the Aircraft, whichever occurs first.

H. Any Part that is provided by Bell to Customer under this Agreement may be new, repaired, refurbished, or overhauled at the sole discretion of Bell. These parts will be supplied with appropriate airworthiness approvals per Federal Aviation Administration (FAA) regulations and Bell reserves the right to provide a detail part in accordance with the field maintenance manual. Any additional local requirements or approvals by the presiding airworthiness authority will be the responsibility of the operator. Any delays incurred pending approvals will be exempt from any and all penalties under this Agreement.

I. Customer will be reimbursed by Bell in the form of a credit to Customer's CAP Account for the cost of a Part repair performed at Customer's own facility only when Customer has been granted advance written approval by Bell to engage in such repair and only to the extent that the cost does not exceed Bell's standard labor hours and rates for the type of repair in question. Bell will reimburse Customer following receipt of an invoice from Customer.

J. Customer will be reimbursed by Bell in the form of a credit to Customer's CAP Account for the cost of replacement Parts obtained by the Customer outside of the MyBell Customer Portal claim process only when Customer has been granted advance written approval by Bell for such reimbursement.

K. Any Part removed by Customer for which Bell has furnished a replacement Part under this Agreement shall be shipped by Customer, at Customer's expense and with all historical service records, to a facility designated by Bell and arrive at the facility within thirty (30) days of the Scheduled or Unscheduled Removal date mentioned on the claim of the replacement Part from the Covered Aircraft located in the U.S.A. or outside the U.S.A., unless Customer is specifically requested by Bell to do otherwise. Removed Parts returned to Bell must be packaged by Customer in such a manner to preclude damage while in transit to a facility designated by Bell. In the event of failure by Customer to return the removed Part on time, or Customer fails to provide the applicable historical service records, the following additional charges may apply:

(1) Customer failure to return the removed Part to Bell's designated facility on time;

(a) Customer will be subject to a late charge to the Customer's CAP Account equal to the current list price of the new Part if the removed Part is not received by Bell within sixty (60) days.

(b) If the removed Part is received by Bell after the Customer's CAP Account has been charged with the late fee referenced in K.(1).(a) above, the Customer's CAP Account will be reimbursed for the late charge minus a restocking fee of 15% of the new Part or a minimum fee of $300.00, whichever is greater.

(2) Customer failure to provide historical service records on time;

(a) If Bell receives a Part returned by the Customer that is missing applicable historical records, Bell will notify the Customer via phone call and/or email as soon as the issue is discovered. The Customer will have one (1) calendar week, or seven (7) days, to deliver the delinquent service records to Bell.

(b) Eight (8) days after notification by Bell, Customer will be subject to late charges to the Customer's CAP Account at a rate of 1% of the current list price of the Part per day delinquent.

(c) If historical records are not received by Bell on the ninety-first (91st) day, the Customer's CAP Account will be invoiced for the current list price of the Part.

(3) In the event Bell ships a replacement Part contained in a Protective Container to the Customer, Customer shall ship the Returned Part to Bell in the same Protective Container. In the event Customer fails to provide a Returned Part in the required Protective Container, Customer will be notified by Bell that the Protective Container is delinquent, and Customer CAP Account may be invoiced by Bell for the price of the Protective Container.

L. Bell may require Customer to await claim adjudication and approval from Bell prior to removal or replacement of a Part from the Aircraft, and prior to receiving any exchange or replacement Part from Bell should an excessive proportion of Customer claims be deemed Discretionary Removals or are for Parts not eligible for coverage for any reason provided under this Agreement, as described in paragraph IV, *Discretionary Removal, and Ineligibility.*

M. For Parts which Bell, in its sole discretion, determines the removal of which to be Discretionary Removals, Bell shall invoice the Customer Account that amount described in paragraph IV, *Discretionary Removal and Ineligibility.*

N. For Parts which Bell, in its sole discretion, determines are not eligible for coverage hereunder by reason of Abuse or any other reason provided for under this Agreement, Bell shall invoice the Customer Account that amount described in paragraph IV, *Discretionary Removal and Ineligibility.*

O. Plan coverage becomes effective upon the Entry Into Service Date for each Covered Aircraft.

(1) For Covered Aircraft(s) delivered new by Bell during the Term of this Agreement, the Entry Into Service Date shall be the date Aircraft ownership transfers from Bell to Customer, as indicated on the Aircraft's Certificate of Acceptance.

(a) In the event Customer operates a Covered Aircraft(s) on behalf of a third party owner or lessor (as shown on cover page), the Entry Into Service Date shall be the date ownership of Covered Aircraft(s) transfers from Bell to the third party, as indicated on the Aircraft's Certificate of Acceptance.

Initials

(b) In the event Customer requests an Entry Into Service Date beyond ownership transfer for an Aircraft, the Entry Into Service Date will be added as an amendment to the Agreement in accordance with paragraph XII, *Changes*.

(2) For Fielded Aircraft entering the Plan, the Entry Into Service Date shall be the date payment is received by Bell for the full amount of the applicable Enrollment Fee.

(a) For any Fielded Aircraft entering the Plan with an Enrollment Fee waiver (as shown on cover page), the Entry Into Service Date shall be the Execution Date of this Agreement.

III. MATTERS NOT COVERED UNDER THIS AGREEMENT

Items for which Bell is not responsible under this Agreement include:

A. Abuse (as defined above);

B. Damage to the Aircraft or a Part caused by or resulting from corrosion or erosion;

C. Consumables (as defined above);

D. Any Part having a list price less than $250;

E. Any Supplemental Type Certificate (STC), Supplemental Type Approval, or modifications to or installations on the Aircraft performed after Aircraft has been first delivered by Bell as determined by departure from Bell's manufacturing facility, or which alters items originally installed by Bell, or which causes abnormal wear of covered Parts;

F. Any engines, engine parts, engine accessories, Auxiliary Power Units (APUs), or any equipment or modifications to engines;

G. Except as otherwise specifically provided in this Agreement, any charges for any and all labor, including labor costs incurred in connection with troubleshooting, recalibration, inspecting, testing, removing, refurbishing, painting, or replacing any Part or Consumable;

H. Damage to Parts that have been directly or indirectly caused by maintenance inconsistent with the standards set forth in the Bell Maintenance Manual, foreign object damage, accident, incident, fuel, or hydraulic system contamination, electronic or electric short, weather, "Acts of God", war, combat damage, sabotage, civil riot or insurrection, or any other cause beyond the reasonable control of Customer or Bell;

I. Unless otherwise mutually agreed to in writing by the Parties, costs attributed to compliance with any optional service bulletins or optional service letters issued by Bell or any of its vendors;

J. Any damage or wear caused by the failure of Customer to comply on a timely basis with a mandatory Bell or third party service bulletin or service letter;

K. Any damage or wear caused by normal usage or exposure to the elements, for interior Aircraft parts, including, but not limited to trim panels, head linings, seat belts and seat coverings;

L. Any charges for any and all downtime whatsoever incurred by Customer to include, but not limited to loss of revenue, missed flights or contract penalties;

M. Aircraft exterior paint;

N. Unless otherwise approved in writing in advance by Bell, any Parts ordered or purchased from a source other than Bell, or which is Bell Authorized;

O. Batteries of any kind;

P. Windows and windshields;

Q. Emergency floats kits and systems; and

R. Rogerson Kratos display units.

IV. CHARGES

A. **Monthly Payments.** During the Term, within five (5) calendar days after the last day of each calendar month, Customer will update and submit a completed Operating Report to Bell that contains the Flight Hours for each Covered Aircraft. Following receipt of this information, Bell will deliver to Customer an invoice billed to Customer's CAP Account for each Covered Aircraft.

(1) For Covered Aircraft currently under Warranty coverage, Bell will invoice Customer for the Warranty Period Monthly Fee for each Covered Aircraft. The Warranty Period Monthly Fee with respect to each Covered Aircraft will be determined by multiplying (i) the number of Flight Hours actually logged during the preceding calendar month for each Covered Aircraft by (ii) the Warranty Period Hourly Rate, as set forth on the cover page of this Agreement. The [Warranty / Post-Warranty] Period Hourly Rate may be adjusted by Bell in accordance with section IV.F., Annual Rate Adjustment.

(2) On the month immediately following expiration of the Covered Aircraft Warranty, Bell will deliver to Customer an invoice billed to Customer's CAP Account for the Post-Warranty Period Monthly Fee for each Covered Aircraft. The Post-Warranty Period Monthly Fee with respect to each Covered Aircraft will be determined by multiplying (i) the number of Flight Hours actually logged during the preceding calendar month for each Covered Aircraft by (ii) the Post-Warranty Period Hourly Rate then in effect. The initial Post-Warranty Period Hourly Rate is set forth on the cover page of this Agreement. The [Warranty / Post-Warranty] Period Hourly Rate may be adjusted by Bell in accordance with section IV.F., Annual Rate Adjustment.

(3) Customer will submit a completed Operating Report to Bell for each calendar month during the Term, for all Covered Aircraft(s), in all circumstances. The Operating Report will include all Covered Aircraft(s), including those with zero (0) Flight Hours for the particular month. Failure to submit an Operating Report will provide Bell with a reasonable basis to request full access to each Covered Aircraft or any part thereof, and to Customer's operating records of the Covered Aircraft for purposes of audit. Following such audit, Bell will determine the Flight Hours for each Covered Aircraft during the relevant period, acting in its sole and reasonable discretion. If Customer fails to update or submit a completed Operating Report to Bell, then Bell will initially invoice Customer a monthly fee determined by multiplying the hourly rate then in effect by twenty-five (25) Flight Hours. This amount will be adjusted upon receipt by Bell of an Operating Report covering the appropriate period from Customer, or upon completion of an audit of Customer by Bell. If the Flight Hours reflected in the Operating Report, or as determined by Bell following an audit, are different from the amount billed, Bell will adjust the amount billed accordingly.

B. **Annual Payments.** Bell will provide an invoice for an Annual Fee determined by multiplying (i) an estimated number of future Flight Hours for each Covered Aircraft over the course of one (1) year, and (ii) the applicable Hourly Rate then in effect with a 2% discount applied. For the remaining years during the Term, Bell will use Customer's reported Flight Hours for all Covered Aircraft(s) as the basis for determining the Annual Fee.

(1) Bell will only apply Annual Fee payments to the CAP Account after Covered Aircraft(s) accumulate such Flight Hours.

(a) Bell may apply Annual Payments towards a negative CAP Account balance for any applicable Covered Aircraft(s), if (i) Customer intends to transfer the Covered Aircraft(s), or (ii) Customer intends to terminate this agreement for any reason, or (iii) Bell terminates this Agreement; prior to the expiration of the Term and in accordance with paragraph V.

(2) Customer will update and submit a completed Operating Report to Bell within five (5) calendar days after the last day of each quarter; April 5th, July 5th, October 5th, and January 5th, for all Covered Aircraft(s). The Operating Report will include all Covered Aircraft(s), including those with zero (0) Flight Hours for the quarter. If Customer fails to update or submit a completed Operating Report for any quarter, Bell will discontinue applying the 2% discount to the Hourly Rate for the remaining years during the Term. Failure to submit an Operating Report will provide Bell with a reasonable basis to request full access to each Covered Aircraft or any part thereof, and to Customer's operating records of the Covered Aircraft for purposes of audit. Following such audit, Bell will determine the Flight Hours for each Covered Aircraft during the relevant period, acting in its sole and reasonable discretion.

(3) At the end of each calendar year, Bell will calculate a True-Up amount for each Covered Aircraft by subtracting (i) the number of Flight Hours accumulated during the year in accordance with the four (4) Operating Reports, from (ii) the number paid Flight Hours by Customer at the beginning of the year.

(a) If the True-Up amount is positive, then Bell will contact Customer for disposition of their Customer Account credit.

(b) If the True-Up amount is negative, then Bell will determine an equitable adjustment by multiplying the Annual True-Up by the Hourly Rate then in effect to determine an equitable adjustment fee. The equitable adjustment fee will be applied to the next year's annual invoice and must be paid in addition to the Annual Fee for that year.

Initials

C. **Fielded Aircraft**. Customer will pay an Enrollment Fee for Covered Aircraft(s), as indicated on the cover page of this Agreement, upon receipt of the invoice from Bell. For such Fielded Aircraft entering the Plan, the Entry Into Service Date shall be the date payment is received by Bell for the full amount of the applicable Enrollment Fee, as stated in paragraph II.

(1) **Enrollment Fee Waiver**. If Bell has agreed to provide Customer an Enrollment Fee Waiver in exchange for foregoing any entitlement to a refund in accordance with paragraph V, indicated as "Waiver" on the Cover Page of this Agreement, Bell will deliver to Customer an Initial Invoice for an amount based on an estimated average amount invoiced to Customer in any given month during the Term. Customer payment of Initial Invoice is due net thirty (30) days from date of issue and will be reconciled at final billing under the Plan.

D. **Discretionary Removal and Ineligibility.** In the event that Bell, in Bell's sole discretion, determines that the return of a Part by Customer to Bell is a Discretionary Removal or that the Part is not eligible for coverage hereunder by reason of Abuse or any other reason provided for under this Agreement, Customer shall pay to Bell (following receipt of an invoice to the Customer Account) an amount equal to the difference between Bell's then published list price for that Part, plus any applicable taxes, less an equitable amount, determined by Bell in Bell's sole discretion, for prior use and wear of such Part based upon the wear limits, tolerance or allowance specified in any applicable service or repair manual, service bulletin, service letter, specification or any other written instruction, including the Bell Maintenance Manual. In addition, Customer shall reimburse Bell for any costs incurred by Bell in restocking, recertification, or functional testing of the returned Part, which amounts shall be invoiced by Bell to the Customer Account.

(1) If Bell determines the Customer has made twelve (12) Discretionary Removals, or multiple Discretionary Removals with a combined current list price value of $50,000 (USD) within the past calendar year, the Customer will be notified that all future claims for up to one (1) calendar year must be approved by Bell before Parts and assemblies can be removed and replaced. If following such notification by Bell, Customer continues to file such claims in excess, then Bell will provide Customer with notice of its continued concerns and Customer will be required to first file a claim through MyBell Customer Portal (including all relevant Aircraft records) and await Bell review and approval of such claim prior to removing or replacing any Part from the Aircraft and prior to receiving any exchange or replacement Part from Bell. Should Customer continue to file such claims in excess, Bell may terminate this Agreement immediately in accordance with paragraph V.

E. **Payment Terms**. All invoices delivered by Bell to Customer under this Agreement are due and payable within thirty (30) days of the date of the invoice in accordance with instructions set forth in the invoice. All payments shall be made in United States dollars. Customer acknowledges that during the times in which Customer is delinquent in payment of an invoice delivered under this Agreement or any other obligation owed by Customer to Bell, (x) Bell's obligations under this Agreement (including Bell's obligations with respect to Parts delivery) may be suspended and (y) Bell may terminate this Agreement immediately in accordance with paragraph V.

(1) An administration charge shall be applied to all past due invoices at a rate of 18% per annum. Customer shall be responsible for and pay reasonable expenses and costs, including court costs and attorney's fees, incurred by Bell in attempting to recover any amounts owed to Bell under this Agreement.

(2) Bell may bill to Customer's CAP Account or Customer Account for other amounts payable by Customer under the terms of this Agreement, including freight charges and taxes that are Customer's responsibility.

(3) Payments under this Agreement shall be in the form of a single wire transfer from Customer's bank account to Bell's bank account. Customer should exercise due care to ensure that the wire transfer accurately reflects that it is from Customer and refer to this Agreement and the specific goods or services for which payment is being made. Any errors or unexplained references in the wire transfer could result in delays in processing. Wire payments for invoices issued from Bell should be routed as shown below.

J. P. Morgan Chase
4 New York Plaza
New York, NY 10004
FOR THE ACCOUNT OF BELL TEXTRON INC.

Account No.	9101332626
SWIFT No.	CHASUS33
ABA No.	021000021

F. **Annual Rate Adjustment.** The Warranty and Post-Warranty Period Hourly Rates may be adjusted by Bell, at its sole discretion, on an annual basis effective as of the first day of each calendar year. The amount of increase for the then current Warranty and Post-Warranty Period Hourly Rates will be calculated using the Price Escalation Calculation below:

(1) PPI = Producer Price Index – Series ID: PCU3364113364113, Aircraft Manufacturing – Civilian Aircraft as published by the US Bureau of Labor Statistics.

(2) PPI^{P1} = The index value published by the Bureau of Labor Statistics for month of July in the year immediately preceding the calendar year of the effective rate increase.

(3) PPI^{P0} = The index value published by the US Bureau of Labor Statistics for July two years prior to the effective rate increase. Maximum Annual Rate Increase is calculated as the greater of:

- $(PPI^{P1} / PPI^{P0}) - 1$
- OR
- 3%

(4) Series ID: PCU3364113364113, Aircraft Manufacturing – Civilian Aircraft *note, these numbers are used as an example and do not reflect historical actuals*:

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018	275.4	276.4	276.9	277.3	277.7	278.4	***279.3***	280.1	280.6	281.0	281.4	282.3
2019	284.5	285.3	285.8	286.5	287.2	287.6	***290.0***	287.7	288.1	288.3	288.3	288.5
2020	289.4	290.3	291.0	291.7	292.2	292.5	292.6	292.8	293.2	293.4	293.7	294.2
2021	295.0	295.4	295.1	295.0	295.4	296.4	297.5	298.2	298.8	299.3	299.9	301.1

(5) Example 2020 Escalation:

- (July 2019 / July 2018) -1 which equates to (290.0 / 279.3) -1 = 0.0383
- The 2020 Warranty and Post-Warranty Period Hourly Rates will be increased by 3.83%
- 2019 CAP Hourly Rate: $500.00
- New 2020 CAP Hourly Rate: $519.00

V. TERM, AIRCRAFT TRANSFER, AND TERMINATION

A. **Term.** The Term of this Agreement commences on the Execution Date or the Entry Into Service date, whichever comes later and ends five (5) years thereafter. The Plan is eligible for renewal at the conclusion of the Term subject to the mutual agreement of the Parties based on Covered Aircraft usage conditions as calculated and determined by Bell. Upon renewal, Bell will carry forward any positive CAP Account balance related to the Covered Aircraft(s) from the prior Plan's Term. Customer shall notify Bell in writing within (60) days prior to the expiration of the Term as it relates to a specific Covered Aircraft if Customer desires to renew the Plan.

(1) If the Customer does not elect to renew for a particular Covered Aircraft and the Covered Aircraft has not received an Enrollment Fee Waiver, Customer is entitled to a refund of either (i) 80% of the positive balance from CAP Account attributable to the particular Covered Aircraft(s) in Customer Account credit, or (ii) 60% cash from the positive balance from CAP Account attributable to the particular Covered Aircraft(s).

B. **Transfer of Aircraft.** If ownership or operating responsibility for a Covered Aircraft is being transferred, including but not limited to any termination or non-renewal Customer's lease on any Covered Aircraft(s), Customer must provide written notice to Bell no later than sixty (60) days prior to the effectiveness of the transfer. In such event, provided Customer does not have a negative CAP Account balance at the time of the Aircraft(s) transfer, the Agreement will terminate for the particular Aircraft(s) and Bell will transfer any positive CAP Account balance attributable to the particular Aircraft(s) to the new Aircraft(s) owner upon the new owner's execution of a new Agreement with Bell. Customer shall reconcile a negative CAP Account balance for the particular Aircraft(s) before any transfer of the rights, benefits, and obligations existing under this Agreement.

(1) In the event (i) Customer sells or transfers ownership or operating responsibility of the Covered Aircraft(s), and (ii) Customer and/or the new Aircraft owner or operator does not elect to accept the rights, benefits, and obligations under this Agreement or elect to enter into a new Agreement for the Covered Aircraft(s), and (iii) the Covered Aircraft has not received an Enrollment Fee Waiver; then the Agreement will terminate for the particular Covered Aircraft and Customer is entitled to a refund of either (i) 60% of the positive balance from the CAP Account attributable to the particular Covered Aircraft(s) in Customer Account credit, or (ii) 40% cash from the positive balance from the CAP Account attributable to the particular Aircraft(s). Bell and Customer will determine appropriate change to this Agreement in accordance with paragraph XII.

(2) In the event the Customer sells or transfers ownership or operating responsibility of the Covered Aircraft(s) and Customer does not provide written notice to Bell within sixty (60) days prior to the effectiveness of the transfer, Customer will be entitled to the applicable refund option referenced in Section V.B.(1) above less administrative fees of $300.00.

C. **Termination by Customer.** Upon written request by Customer to Bell, this Agreement may be terminated at any time before the expiration of this Agreement's Term provided all fees and amounts owed to Bell pursuant to this Agreement have been paid by Customer, and Customer reconciles a negative CAP Account balance prior to such termination. Customer must provide written notice to Bell at least sixty (60) days prior to requested termination date.

(1) Upon termination, for any Covered Aircraft that has not received an Enrollment Fee Waiver Customer is entitled to a refund of either (i) 60% of the positive balance from the CAP Account attributable to the particular Covered Aircraft(s) in Customer Account credit, or (ii) 40% cash from the positive balance from the CAP Account attributable to the particular Covered Aircraft(s).

D. **Termination by Bell.** Bell may, at any time, terminate this Agreement immediately upon written notice of termination to Customer in the event that:

(1) Customer fails to hold any license or permit required for owning, operating, and/or using the Aircraft;

(2) the Aircraft is used for an unlawful purpose;

(3) Customer has failed to perform any of its obligations under this Agreement and has not cured or remedied such failure to the reasonable satisfaction of Bell within a period of thirty (30) days after delivery to Customer of written notice from Bell describing such failure;

(4) Customer has filed an excessive proportion of claims that are determined by Bell to be Discretionary Removals or are for Parts that are not eligible for coverage for any reason as provided under this Agreement and for which Customer has been provided notice of Bell's concerns, pursuant to paragraph IV;

(5) Customer has filed a voluntary petition in bankruptcy, or proceedings in bankruptcy have been instituted against Customer and have not been dismissed within a period of thirty (30) calendar days thereafter;

(6) a court of competent jurisdiction has taken and retained jurisdiction over the assets Customer for a period of at least thirty (30) calendar days;

(7) a receiver or trustee has been appointed with respect to the assets of Customer by a court of competent jurisdiction and has not been discharged within a period of thirty (30) calendar days thereafter;

(8) Customer has become insolvent or has suspended business;

(9) Customer has made an assignment for the benefit of its creditors or Customer makes or attempts to make a purported assignment of its rights under this Agreement that is void in accordance with this Agreement or as a matter of law; and/or this Agreement, or any right or duty hereunder, is transferred involuntarily or as a matter of law;

(10) Customer attempts to assign its rights or obligations under this Agreement without Bell's prior written consent; or

(11) The Covered Aircraft has been substantially damaged or destroyed beyond economic repair, as determined by Bell or a Regulatory Agency.

E. In the event of termination by Bell for any reason listed above, except for subparagraph (11), Bell will retain the positive balance in the CAP Account. In the event of termination by Bell for subparagraph (11) above for any Covered Aircraft, Customer is entitled to a refund of either (i) 60% of the positive balance from the CAP Account attributable to the particular Covered Aircraft(s) in Customer Account credit, or (ii) 40% cash from the positive balance from the CAP Account attributable to the particular Covered Aircraft(s).

F. Customer's payment obligations and obligations to return Parts to Bell under this Agreement shall survive any termination or expiration of this Agreement.

VI. GENERAL PROVISIONS

A. Any Parts to be repaired, refurbished, or overhauled by Bell under the terms of this Agreement shall be repaired, refurbished, or overhauled at the maintenance level selected by Bell contained in the published Bell Maintenance Manuals, service bulletins or applicable vendor manuals.

B. Bell is not responsible for any pre-existing condition (whether apparent or hidden) of the Covered Aircraft or any Part or any system thereof, and any labor arising from or relating to such pre-existing condition, regardless of whether the Customer was or was not aware of such a pre-existing condition. Such a pre-existing condition may not be covered under this Agreement.

C. Bell, at its discretion, may perform its obligations under this Agreement at Bell's own facilities, Bell approved facilities, or through facilities that are part of a Bell Authorized Customer Service Facility network, provided such Bell Authorized Customer Service Facility has obtained the applicable Parts from Bell or such parts are Bell Authorized Parts.

D. Any Part returned to a facility designated by Bell, shall first have a Bell Return Material Authorization (RMA) obtained by Customer from MyBell Customer Portal, and be accompanied by a properly completed historical record, if applicable. The Customer shall attach a copy of the RMA to the outside of the shipping container, and it must be visible from the outside of the container and shall at all times be kept with the Part removed by Customer.

VII. CUSTOMER OBLIGATIONS

A. **Claims System.** Customer hereby agrees that MyBell Customer Portal shall be the sole method through which Customer shall submit Parts requests and communicate with Bell concerning Parts covered or which Customer believes are covered under the terms of this Agreement and filing claims under this Agreement. Customer hereby agrees that all claims shall be submitted through MyBell Customer Portal.

B. **Scheduled Removals.** Customer shall notify Bell forty-five (45) calendar days prior to Part removal.

C. **Aircraft Operation.** During the Term, Customer shall operate and maintain the Covered Aircraft in accordance with the applicable Bell flight manual, Bell and supplier operating manual, all applicable maintenance and repair manuals, including the Bell Maintenance Manual, applicable alert, mandatory service bulletins and service letters, and any other written instructions issued by Bell and its vendors. The Customer shall also comply with all the applicable requirements of a Regulatory Agency. The Customer agrees that Parts supplied, repaired, overhauled, or replaced under this Agreement have been or will be used solely on the Covered Aircraft.

D. **Aircraft Log Book and Customer Information Sharing Consent.** The Customer will provide Bell on a quarterly basis Aircraft information with respect to each Covered Aircraft to include Flight Hours, component total times and cycles. The Customer shall properly record in Customer's records all Aircraft maintenance events, Flight Hours, cycles, landings, or calendar times as reasonably required by Bell for purposes of this Agreement and/or a Regulatory Agency. In addition, Customer shall record in Customer's records any other significant events, including any incident of Abuse or damage to the Aircraft or any part thereof, modifications, repairs, and maintenance as prescribed by Bell or required by a Regulatory Agency. Customer agrees to furnish such information recorded in Customer's records to Bell upon request. Customer further agrees to grant Bell or its designated representative upon request full access to each Covered Aircraft or any Part thereof, and to the operating records of the Covered Aircraft for purposes of audit. Customer warrants to Bell that all Covered Aircraft information recorded in Customer's records or otherwise reported to Bell shall be accurate and current. In the event the Customer does not provide Bell with the requested Aircraft information, either on a quarterly basis or upon request, Bell will send a CSF technician to the Customer's facility, at Customer's expense, to inspect and obtain the required Aircraft Information for each Covered Aircraft.

Bell will review and use the Customer Aircraft information as identified herein for the purposes of administering this Agreement, as well as for product life cycle improvements, delivering products and services, and to provide the Customer with offers that may be of interest to the Customer. The Customer understands and hereby consents to Bell's use of its Aircraft information for any purpose and to Bell sharing this information with Bell and Textron affiliates, including those operating in countries other than from which the information originates or outside of where the Customer resides. Furthermore, the Customer consents to Bell's sharing of the information with any third party so long as Bell anonymizes it so that it no longer reasonably identifies the Customer or the Customer Aircraft.

VIII. DELIVERY CHARGES AND TAXES

A. Bell shall reimburse reasonable freight charges incurred by Customer, excluding all insurance, customs fees, duties, handling fees, and taxes, for Parts which it determines to be Unscheduled Removals during the warranty period as defined in paragraph II. In all other circumstances, any and all handling, packing, crating, transportation, insurance, or storage costs and other costs incurred by Bell in connection with delivering a Part by Bell to Customer shall be paid by Bell and any and all handling, removing, reinstalling, packing, crating, transportation, insurance, or storage costs and other costs incurred by Customer in connection with delivering a Part by Customer to Bell shall be paid by Customer. Any expedite costs incurred as the result of a request by Customer for expedited delivery are the responsibility of Customer and shall be invoiced by Bell to the Customer CAP Account.

B. Customer shall be responsible at its own expense for obtaining, complying with, and paying for, any permits, licenses, clearances, costs, or documents required for the import or export of any Part shipped under this Agreement, whether shipped by Customer or Bell.

C. Customer agrees to pay, in addition to charges payable to Bell under the terms of this Agreement, any national, state or local taxes, personal property taxes, import duties, import taxes, excise, consumption or any other taxes or assessments, including VAT, sales, use or other transfer taxes, and withholding taxes as well as assessments and interest and penalties thereon, which may apply to any Part provided hereunder or to performance by the Parties of their respective obligations under this Agreement or the maintenance or operation of the Aircraft, whether sought to be imposed on Customer or Bell so that in all instances Bell receives payment (after any taxes or other assessments) equal to the Bell invoice billed to Customer's CAP Account for the Monthly Fee for each Covered Aircraft and any additional charges provided for in this Agreement. Bell shall notify Customer of any such tax, duty, or assessment, including interest and penalties thereon, sought to be imposed on it by any governmental authority, and Customer shall, within ten (10) days after such notice, either pay such amount directly to such governmental authority or agency, or reimburse Bell for such amount, or assume Bell's defense against the imposition thereof, and hold Bell harmless therefrom. If Customer fails to make timely payment directly to said governmental authority or agency or assumes Bell's defense, Bell may pay the asserted tax, duty, or assessment, including interest and penalties thereon, whereupon Bell shall invoice such amounts as well as all reasonable costs, attorney's fees, and expenses incurred by Bell in connection therewith to the Customer Account, and Customer shall immediately reimburse Bell for such payment. Bell and Customer agree to execute any documentation necessary to avoid the imposition of or receive exemption from applicable taxes.

IX. TITLE AND RISK OF LOSS

A. Bell warrants that it has good title to all Part(s) provided by Bell under this Agreement, free of any lien.

B. The method of delivery of any Part by Bell to Customer shall be determined by Bell. Title and all financial risks of loss with respect to any Part shall pass to Customer upon delivery by Bell. Title and all financial risks of loss remain with Customer for returned Parts until received and inspected by Bell at the facility designated by Bell.

C. Customer hereby grants Bell a security interest in any Part which Customer fails to return or for which Customer fails to pay in accordance with the terms of this Agreement.

X. LIMITATION OF LIABILITY

In no event will either Party be liable to the other for consequential, incidental, indirect, punitive, or special damages, or loss of profits, revenues, use, business, or goodwill, or loss caused by business interruption, regardless of whether such liability is based on breach of contract, tort, strict liability, or any theory of liability, and even if advised of the likelihood of such damages.

XI. EXCUSABLE DELAY

Neither Party shall be responsible for any delay on its part in the performance of any of its obligations under this Agreement which is caused indirectly or directly, by Acts of God or any enemy, war, civil commotion, unrest, insurrection, riot, embargo, fire, explosion, earthquake, lightning, flood, drought, windstorm or other action of the elements; by any other natural catastrophe or accident; by any epidemic or quarantine restriction; by any legislation, act, order, directive, or regulation of any governmental or other duly constituted authority; by any delay or failure of a common carrier; by any strike, lock-out, walk-out, slow-down, or other labor trouble; by any shortage or delay in delivery of supplies, materials, accessories, equipment, tools or parts; by any delay or failure of subcontractors or suppliers for any reason whatsoever; or by any other cause whatsoever that is beyond the control of the Parties. In such event, the time fixed or required for the performance of any obligation of each Party under this Agreement shall be extended for a period equal to the period during which any such cause and effects thereof continue to exist.

XII. MISCELLANEOUS

A. Customer may not assign its rights or obligations or any claims arising under this Agreement without Bell's prior written consent. Any attempted assignment or any action that has the effect of circumventing this provision is void. As further provided in paragraph V, any attempted assignment or transfer thereof by Customer without Bell's prior written consent may, in Bell's sole discretion, result in immediate termination of this Agreement.

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

C. Any notices required or permitted to be given hereunder shall be in writing (unless otherwise specifically provided herein) and shall be sufficiently given if delivered personally or transmitted by facsimile, e-mail, certified mail, registered mail, or courier service. The date of effective notice is the earliest of the date of transmitting of the facsimile or e-mail with confirmation of receipt, the date of personal delivery of the document, or the date of mailing of the document by certified mail, registered mail, or courier service.

D. All notices required under this Agreement shall be in writing and sent by email or facsimile with confirmation to the respective Parties by mail, addressed as follows:

To: **BELL**

Bell Textron Inc.
Attn: CAP Administration
3255 Bell Flight Boulevard
Fort Worth, TX 76118, U.S.A.

Email: CAP@bellflight.com
Phone: 817-280-8694

To: **CUSTOMER**

Via the primary contact information for Customer on the cover page of this Agreement or as identified below.

Attn: Jeff Fletcher

Phone: +15044600611

Email: jeffrey.a.fletcher@gmail.com

E. This Agreement and any dispute arising under, out of, or related in any way to this Agreement or the legal relationship between Bell and Customer shall be governed and construed exclusively under the laws of the State of Texas, USA exclusive of conflicts of laws. Bell and Customer hereby agree that any dispute arising under, out of, or related in any way to this Agreement or the legal relationship between Bell and Customer shall be filed only in (a) the Courts of General Jurisdiction of the State of Texas in the County of Tarrant, or (b) the Federal District Court for the Northern District of Texas, Fort Worth Division. Bell and Customer hereby agree that the above sets forth the sole and exclusive jurisdiction and venue in which any lawsuit arising under, out of, or related to this Agreement may be filed and Bell and Customer each waive the right to object to venue in such courts for any reason.

F. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT THE ONLY WARRANTY MADE HEREIN BY BELL IS WARRANTY OF GOOD TITLE FOR PARTS. BELL MAKES NO OTHER WARRANTIES WHATSOEVER UNDER THIS AGREEMENT AND THIS WARRANTY IS GIVEN AND ACCEPTED IN PLACE OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

G. This Agreement is in addition to and does not replace or supersede the Aircraft Warranty.

H. If any part, term, or provision of this Agreement is held by any court to be illegal, unenforceable, or in conflict with any applicable law, the validity of the remaining portions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.

I. The failure of either Party to require performance by the other Party of any provision of this Agreement shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by either Party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision nor constitute a waiver of the provision itself.

J. **Changes**. Either Customer or Bell may at any time issue written requests for changes within the general scope of this Contract.

(1) The Party receiving the change request shall reply within thirty (30) days of its desire to perform or not perform the requested change, in its sole discretion. If the Parties agree to proceed with a change, Bell shall submit a proposal for adjustment under this Article within ninety (90) days after receipt of the written request.

(2) If any change causes an increase or decrease in the Warranty Period Hourly Rate, Post-Warranty Period Hourly Rate, Covered Aircraft, or Term of this Agreement, Customer and Bell shall mutually agree on an equitable adjustment to this Agreement.

(3) Upon mutual agreement between Customer and Bell, the Parties shall prepare and execute an amendment to the Agreement. Neither Party shall be obligated to start work on the requested change until the formal amendment has been executed by both Parties.

K. This Agreement constitutes the entire agreement between Bell and Customer and supersedes and cancels all prior representations, statements, negotiations, undertakings, agreements, understandings, contracts and communications, whether oral or written, between Bell and Customer or their respective agents, with respect to the matters referred to herein and no agreement or understanding varying the terms and conditions hereof shall be binding upon either Bell or Customer unless in a writing duly executed by their respective authorized representatives. In the event of any inconsistency between this Agreement and such subsequently duly executed document, the provisions of this Agreement shall control.

L. Customer acknowledges that this Agreement and its contents are proprietary and confidential information and related to Bell's business. Except as required by law, Customer will not disclose this Agreement or the contents to any third party except its legal counsel and independent accountants, who also shall be obligated to maintain the confidentiality of this Agreement and its contents. This obligation shall survive any termination of this Agreement.

M. The headings reflected in this Agreement are inserted for convenience only and shall not in any way affect the interpretation hereof.

Customer represents that Customer has had the opportunity to fully review this Agreement and has received legal and other advice that Customer deemed appropriate in determining to enter into this Agreement.

This Agreement is executed and effective as of the Execution Date set forth below.

CUSTOMER

Sign:

Name (print): LaToya Cantrell, Mayor, City of New Orleans

Date: 1/9/23

Execution Date

BELL TEXTRON INC.

Sign:

Name (print): Veronica Rojas

Date: 12/19/22

FORM AND LEGALITY APPROVED:
Law Department

By:

Printed Name:

APPENDIX A – KITS AND CUSTOMIZING

Additional Items Covered

Dual Pilot Controls
High Skid Gear (includes small crew step. Compatible with WSPS)
Wire Strike Protection System
Rotor Brake
Air Conditioning System
Emergency Locator Transmitter
Transponder GTX 345R
Cowling Access Door
Radar Altimeter - Garmin GRA55
Second VHF Comm - Garmin GTR 225B
Avionics Upgrade
Air Conditioning System - 3rd Evaporator
Cargo Hook Provisions
Hard Point (AFT Location)
Expanded Avionics Shelf (AA)
Moveable Ballast Provisions
Moveable Ballast Equipment
Three Axis Auto Pilot