

**BELL TEXTRON INC.**

3255 Bell Flight Boulevard  
 Fort Worth, TX 76118  
 FAX: 817-278-0083  
 Attn: Director of Commercial Contracts  
 E-mail: [contracts@bellflight.com](mailto:contracts@bellflight.com)

**PURCHASE AGREEMENT**

(New Helicopters)  
 Model: 505  
 Date: 4 December 2024  
 Reference No. 24-19477

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

**Customer Name:** City of Columbus, Ohio acting through its  
 Department of Public Safety,  
 Division of Police

**Customer Address:** 77 Front Street, Fifth Floor.  
 Columbus, OH 43215

**Contact Name:** Mark Seevers  
**Contact Title:** Unit Supervisor  
**Telephone:** 614-645-4656  
**E-mail:** mseevers@columbuspolice.org

(Hereinafter "Purchaser")

The Seller and Purchaser are referred to individually as a Party and collectively as the Parties.

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

**ARTICLE 1: PURCHASER'S CONFIGURATION.** Seller agrees to sell and Purchaser agrees to purchase the aircraft (hereinafter "Aircraft") and related supplies and services in the quantities and at the agreed unit and total prices, as set forth on Appendix 1 and any Amendment(s) thereto to this Agreement. The Seller shall configure and deliver the Aircraft to the Purchaser specified detailed configuration set forth in sub-Articles 1.a through 1.c. and Appendix 1 (hereinafter "Purchaser's Configuration").

- a. **Detailed Configuration.** Appendix 1 defines the Purchaser specified accessory kits and customizing equipment. Appendix 1 with Purchaser signed interior and exterior renderings together form the detailed configuration (hereinafter "Detailed Configuration") for the Aircraft. The Purchaser shall provide the Detailed Configuration no later than one hundred eighty (180) calendar days prior to the Article 4, Ready for Inspection Date. If the Effective Date of this Agreement is within one hundred eighty (180) calendar days prior to the Article 4, Ready for Inspection Date, the Purchaser shall provide the Detailed Configuration within fourteen (14) calendar days of the Effective Date of this Agreement.
- b. **Late Configuration.** If the Purchaser does not provide a Detailed Configuration within the time limits set forth in sub-Article 4.a., it shall be deemed to be late (hereinafter "Late Configuration") and the Seller may at its sole discretion change the Ready for Inspection Date.
- c. **Configuration Changes.** Any Purchaser requested changes to the Detailed Configuration of the Aircraft must be agreed to by the Parties in a written amendment to this Agreement and approved by Columbus City Council before being enforceable against the City and may result in an adjustment to the Appendix 1, Purchase Price of the Aircraft, the Article 4, Ready for Inspection Date and the Appendix 1, Payment Amounts per amendment. Any adjustment to the Purchase Price that occurs as a result of an amendment executed after the execution of this Agreement shall be separately approved and appropriated and shall not be construed, considered or deemed to be part of this Agreement.

**ARTICLE 2: PRODUCTION CONFIGURATION.** The basic Aircraft will be manufactured to an airworthy configuration in accordance with Seller's production configuration at the time of manufacture for the selected Aircraft model (hereinafter "Production Configuration"). Seller unilaterally reserves the right to revise the Production Configuration at any time to conform to any civil aviation authority regulations or the Seller's current manufacturing, design, or engineering requirements. Seller reserves the right upon prior written notice to Purchaser to change the Inspection Month and/or Purchase Price as a result of revisions to the Production Configuration by Seller. Seller will notify Purchaser as soon as practicable if manufacturing changes will affect Inspection Month as defined in Article 4. Purchaser agrees that Seller accepts no liability to Purchaser as a result of any delays necessary due to changes in the Production Configuration but only if such change is related to a civil aviation authority requirement. Any increase to the Purchase Price as a result of a Production Configuration change shall be presented to the Purchaser for consideration. If the Parties agree to an increase to the Purchase Price, the Parties will execute a written amendment to this Agreement which amendment and change in purchase price must be approved by Purchaser's legislative authority before any such change is deemed accepted and effective. The Production Configuration is distinct from the Purchaser specific Detailed Configuration referenced in Article 1.

**ARTICLE 3: PRICE AND PAYMENT TERMS.** Purchaser shall pay Seller the purchase price (hereinafter "Purchase Price") for the Aircraft and any other supplies and services defined in this Agreement as specified in Appendix 1, or any Amendments thereto provided that any such Amendments that require payment of additional funds other than the Purchase Price have been authorized by Purchaser's legislative authority in accordance sub-Articles 3.a. through 3.e.

- a. **Payment Terms.** Seller shall submit invoices to Purchaser for all payment events defined under sub-Article 3.a. The Purchase Price must be received in full and accepted by the Seller prior to the release or delivery of the Aircraft to the Purchaser.
- b. **Acceptable Methods of Payment.** All payments under this Agreement shall be made in United States Dollars (USD) by a single wire transfer with all bank charges for the account of the Purchaser or check drawn from Purchaser's account or other negotiable instruments acceptable to Seller. All payments shall be made from an account held in the name of the Purchaser as identified in this Agreement and from a banking institution located in the same country as the Purchaser is located as identified in this Agreement. Any deviations from the described payment process will require additional review by Seller, pursuant to Article 13 below.
- c. **Wire Transfer Instructions.** Wire transfers shall be sent to Seller's account as defined below. Any change to the wire transfer instructions require a written amendment to this Agreement signed by the Parties ..

**JP Morgan Chase Bank**  
**4 New York Plaza**  
**New York, NY 10004**  
**Swift Code: CHASUS33**  
**ABA Routing Number: 021000021**  
**For the account of Bell Textron Inc.**  
**Corporate Account No.: 9101332626**

- d. **Financing.** Purchaser shall notify Seller at least thirty (30) calendar days prior to the first calendar day of the Article 4, Ready for Inspection Date, if Purchaser intends to finance the Aircraft (hereinafter "Notification Date"). If Purchaser is unable to obtain approved financing within sixty (60) calendar days after the Notification Date, Seller reserves the right to terminate this Agreement.
- e. **Taxes.** Purchaser shall provide documentation to Seller which evidences Purchaser's tax-exempt status and Purchaser agrees to execute any documentation necessary to avoid the imposition of or receive exemption from applicable taxes. These provisions shall inure to any successor or approved assignee of Purchaser and shall survive until six (6) months after the expiration of any applicable statute of limitations.

**ARTICLE 4: ACCEPTANCE AND DELIVERY.** The Seller shall present the Aircraft for inspection to the Purchaser in an airworthy condition as described in Appendix 1 Detailed Configuration no later than the date specified at the top of Appendix 1 for each Aircraft (hereinafter "Inspection Month").

- a. **Ready for Inspection Notice.** The Seller shall provide the Purchaser written notification of the date and location the Aircraft shall be ready for inspection (hereinafter "Ready for Inspection Date") which shall be no later than fifteen (15) calendar days prior to the last day of the Inspection Month.
- b. **Inspection Event.** The Purchaser may inspect and flight test the Aircraft at the Seller's facility (hereinafter "Inspection Event") no later than ten (10) calendar days after the Ready for Inspection Date. During the Inspection Event, if the Purchaser finds the Aircraft to be noncompliant with the terms of this Agreement, Purchaser shall specify to Seller in writing any noncompliance with the Aircraft. The Seller shall cure such noncompliance, prior to Purchaser's acceptance of the Aircraft. Purchaser may elect to waive inspection and accept the Aircraft as described in sub-Article 4.c.
- c. **Acceptance.** The Purchaser shall accept the Aircraft through the execution of a Certificate of Acceptance ( "Acceptance Document"). The Purchaser's execution of the Acceptance Document shall constitute acceptance of the Aircraft and acknowledgement that the Aircraft complies to all terms of this Agreement. The date of execution by the Purchaser of the Acceptance Document shall be the acceptance date (hereinafter "Acceptance Date"). If the Purchaser fails to inspect and accept the Aircraft no later than ten (10) calendar days after the Ready for Inspection Date, for reasons not attributable to the Seller, Seller shall at its sole discretion, have the right to terminate this Agreement upon prior written notice to Purchaser.
- d. **Delivery.** Seller shall deliver the Aircraft EXW (EX Works - INCOTERMS 2020) at Seller's designated facility (hereinafter "Delivery Location") as set forth in Appendix 1. Any change to the Delivery Location or shipping terms and impact to the total Purchase Price shall be defined in Appendix 1 and shall be agreed to by the Parties in a written amendment to this Agreement approved by Purchaser's legislative authority.
- e. **Storage Fees and Maintenance Costs.** Intentionally left blank.

**ARTICLE 5: RISK OF LOSS AND TRANSFER OF TITLE.** Title of the Aircraft shall transfer directly from Seller to Purchaser free and clear of any and all liens, privileges, encumbrances, charges and rights of others upon execution of an Aircraft Bill of Sale by

the Seller. Risk of loss of the Aircraft shall transfer from the Seller to the Purchaser concurrent with title transfer. The Seller shall provide the Purchaser with an executed Aircraft Bill of Sale upon the receipt and acceptance of all monies owed under this Agreement. In the case of financed Aircraft, title will transfer per the terms of the fully executed finance documentation.

**ARTICLE 6: CERTIFICATION AND REGISTRATION.** The Seller shall provide the Purchaser with a Certificate of Airworthiness or an Export Certificate of Airworthiness for each Aircraft purchased under this Agreement. Purchaser has sole responsibility for registration of the aircraft on the U.S. Registry or foreign country civil or military aviation registry as required by applicable law.

**ARTICLE 7: TRAINING.** Training provided by Seller to Purchaser as specified in Appendix 1 must be used no earlier than six (6) months prior to and no later than one (1) year after the Aircraft Acceptance Date. All training shall be conducted at a Seller approved training facility. Pilot training shall be conducted on a Seller trainer aircraft except for the model 412 and 525 which will be conducted either on the Purchaser's aircraft or Seller's training devices. All expenses including without limitation, travel, lodging, and meals for the Purchaser's training candidates to attend training at a Seller's facility shall be borne by the Purchaser. Purchaser agrees to comply with the Seller's cancellation/change training policy as set forth below. Any additional fees that may inure to Purchaser as a result of Seller's cancellation/change training policy shall be separately approved and appropriated and shall not be construed, considered or deemed to be part of this Agreement.

Cancellation/Change Policy	
Greater than 30 calendar days from registered training course start date	No additional fee
16 - 30 calendar days from registered training course start date	10% fee of training course list price
7 - 15 calendar days from registered training course start date	50% fee of training course list price
Less than 7 calendar days from registered training course start date	Forfeit training spot. Future training must be paid.

**ARTICLE 8: EVENTS OF DEFAULT AND TERMINATION.**

Upon failure of Purchaser, without default by Seller, to purchase the Aircraft in accordance with the terms of this Agreement, Seller may elect to cancel this agreement and neither Party will have any further obligation to the other as it relates to this Agreement.

Upon failure of the Seller, without default of Purchaser, to comply with the terms of this Agreement and deliver the Aircraft and accompanying documents as provided herein, Purchaser may elect to cancel this Agreement and neither Party will have any further obligations to the other as it relates to this Agreement.

**ARTICLE 9: WARRANTY.** The Aircraft includes a fully transferable New Helicopter Warranty of Three Years/1,000 Hours, whichever occurs first. The terms of the Aircraft New Helicopter Warranty are set forth in Appendix 2.

**ARTICLE 10: ASSIGNMENT.** Neither Party may assign its right, title or interest under this Agreement without the prior written consent of the other Party. The Parties hereby agree to mutually cooperate with any reasonable assignment request. If assignment is sought by either party and written consent is received from the other party, the assigning party remains liable for all its obligations under this Agreement.

**ARTICLE 11: CHOICE OF LAW AND JURISDICTION.** Seller and Purchaser agree that this Agreement shall be deemed made and entered into and will be performed wholly within the State of Texas, and any dispute arising under, out of, or related in any way to this Agreement, the legal relationship between Seller and Purchaser, or the transaction that is the subject of this Agreement shall be governed and construed exclusively under the laws of the State of Texas exclusive of conflicts of laws. Any dispute arising under, out of, or related in any way to this Agreement or the legal relationship between Seller and Purchaser shall be adjudicated solely and exclusively (a) the Courts of General Jurisdiction of the State of New York, or (b) the Federal District Court for the Southern District of New York, Manhattan Division. The Seller and Purchaser agree that this forum selection is mandatory and exclusive of all other forums. Notwithstanding the foregoing, the New Helicopter Warranty and all issues arising under the Warranty shall be interpreted and governed by the Choice of Law and Jurisdiction clause contained in the Warranty.

**ARTICLE 12: FORCE MAJEURE.** If Seller shall be unable to perform its obligations under this Agreement because of intervention of a Force Majeure event experienced by Seller, which term shall include but not be limited to strikes, lockouts or other labor disturbances, riots, pandemics, epidemics, war, governmental actions, inactions or regulations (including, but not limited to, preemptive priority allocation rights of the U.S. Government), fire, weather, difficulty in obtaining qualified parts or materials, failure of performance by subcontractors or other causes beyond its control, Seller shall not be responsible for delays in acceptance, delivery or performance under this Agreement. Seller shall give reasonable notice to Purchaser upon the occurrence of a Force Majeure event. If a delay in delivery or performance extends beyond one hundred eighty (180) calendar days from the last day of the scheduled Inspection Month specified in Article 4, either Party may terminate this Agreement, whereupon the sole liability of Seller shall be to return any payments made by Purchaser for Aircraft not delivered.

**ARTICLE 13: COMPLIANCE WITH LAWS/EXPORT REGULATIONS.** The Parties acknowledge that the execution and performance of this Agreement, including any payments made hereunder, are governed by applicable rules and regulations governing the transfer of money and related anti-money launder legislation. As such, Purchaser agrees to cooperate with Seller and provide additional information as required by Seller pursuant to Seller's legal compliance obligations. Seller may request Purchaser to provide information including, but not limited to, sources of funds and entities associated with monies paid in the execution of this Agreement. Purchaser acknowledges that failure to meet these compliance requirements or the failure of

Purchaser to cooperate with Seller in these efforts may result in delays or termination of this Agreement at the sole discretion of Seller.

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

- a. **Government Authorization.** Purchaser agrees to cooperate fully with Seller to obtain any government authorizations that may be required for the products, services and/or information provided pursuant to this Agreement. Seller shall be entitled to terminate this Agreement if unable to secure such authorizations and Seller shall be excused from the obligation to deliver the Aircraft
- b. **End-Use/User Confirmation.** Purchaser shall submit a completed Appendix 3, END-USE and END-USER STATEMENT ("End-Use Form") at least six (6) months prior to the first calendar day of the Inspection Month. If the date on this Agreement is within six (6) months of the Inspection Month as specified in Article 4, Purchaser shall submit the completed End-Use Form within fourteen (14) calendar days of signature of this Agreement. This statement must identify the intended (i) end-user of the aircraft (name and address); (ii) end-use of the aircraft; and (iii) country(s) where aircraft will be registered and operated. Purchaser shall submit updated End-Use Forms should such information change prior to final delivery. Purchaser acknowledges that failure to provide or update this information in a timely manner may result in delivery delays.

**ARTICLE 14: LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT PURSUANT TO ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT REFLECT AN ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT, IN THE ABSENCE OF SUCH LIMITATIONS, THE TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

**ARTICLE 15: SEVERABILITY AND WAIVER.** If any provision of this Agreement is or becomes null or unenforceable by force of law as determined by a court of competent jurisdiction, the other provisions shall remain valid and enforceable. Waiver of one provision by either Party shall not act as waiver of any other provision.

**ARTICLE 16: OUTSIDE COMPLETION SUPPORT.** Purchaser acknowledges and agrees that Seller has no responsibility for providing any documentation or Seller data to Purchaser or Purchaser's designated customizing vendor to support any outside completion support not included as part of this Agreement and that any delays or costs that result from such support shall be the sole responsibility of Purchaser and its designated customizing vendor.

**ARTICLE 17: NOTICES.** Notices required under this Agreement shall be in writing and sent by electronic mail to the respective Parties but only upon receipt by the sending party of written confirmation by the receiving party, provided however, an automated email confirmation of delivery or read receipt shall not constitute such confirmation, or by nationally recognized courier registered mail to the addresses set forth in the first paragraph of this Agreement unless otherwise specified by the Parties in writing. All notices delivered hereunder shall be deemed given on the date that a transmitted notice is confirmed received by the receiving party or within three(3) business days of being placed in the hands of the nationally recognized courier for delivery as appropriate. Neither Party shall refuse to accept delivery of Notice.

**ARTICLE 18: ENTIRE AGREEMENT AND ORDER OF PRECEDENCE.** This Agreement, together with the Appendices attached hereto and any Purchaser signed interior or exterior renderings, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior written or oral agreements, representations, negotiations, proposals or discussions between the Parties with respect to the subject matter hereof. No modification or supplement hereto shall be effective unless in writing as an amendment to this Agreement, signed by both Parties and approved by the Purchaser's legislative authority. In the event of any inconsistency between the provisions of this Agreement and any Appendix or modification thereof, such inconsistency shall be resolved by giving precedence to (1) this Agreement including Appendices and any amendments to the Agreement executed and approved in the manner stated herein and (2) any interior or exterior renderings signed by the Purchaser.

**ARTICLE 19: DATA PRIVACY.** Seller may receive or retain Personal Data from Purchaser in connection with the purchase, registration, or ongoing support of the Equipment or Services being purchased under this Agreement. This may include Personal Data of the Purchaser, its employees, agents, and/or other authorized representatives involved with the operation, maintenance, support, and/or training for the Equipment ("Users"). Personal Data may include, but is not limited to the following:

- i. First and last Name;
- ii. Email address or telephone number;
- iii. Purchase records or trade show attendance;
- iv. Training programs; and
- v. Service Schedules and other information related to the equipment or services being purchased

Seller may collect and use Users' Personal Data which will help the continuous improvement, marketing, and support of Seller products and services. Personal Data collected will only be retained as long as necessary for business continuity or valid legal purposes.

As of May 25, 2018, the General Data Protection Regulation (Regulation (EU) 2016/679) is effective. This provides, among other things, extended information obligations for those responsible for data privacy. Therefore, Seller will inform Purchaser – in compliance with the new legal regulations – about the processing of User's Personal Data. Accordingly, Personal Data about Users may be transferred and processed in the United States and other countries that may not be deemed to provide the same level of data protection as Purchaser's home country. Seller maintain and apply data protection standards consistent with those specified in this Agreement to its operations globally. As part of its commitment to privacy, Seller shall adhere to strict data privacy principles to protect personal data. With respect to information about Users, Seller comply with any and all applicable national and local data protection laws. In addition, Seller have also committed to Inter-Company Data Processing Agreements based on the EU Model Contracts ("Model Contracts" (also known as the Standard Contractual Clauses)), to authorize worldwide transfer, and subsequent sub-Processing, of Personal Data throughout global network of Seller Businesses.

Seller do not sell or lease User's Personal Data to third parties; however, Seller may share User's Personal Data with affiliated companies or authorized representatives. There are also limited circumstances where Seller share User's Personal Data with parties not affiliated with Seller.

Seller will not reveal Personal Data about Users to third parties, unless:

- i. Users request or authorizes it;
- ii. the third party has agreed by contract to provide an adequate level of protection for the Personal Data and the transfer is for a lawful purpose;
- iii. the information is provided to help complete a transaction for Users;
- iv. the transfers are needed to protect the vital interests of Users;
- v. the information is provided to comply with the law, applicable regulations, court orders or subpoenas, to enforce Seller's Terms of Use or other agreements, or to protect Seller rights, property or safety or the rights, property or safety of Seller's users or others (e.g., to a consumer reporting agency for fraud protection etc.);
- vi. to enforce or protect the rights or personal safety of Seller or its employees;
- vii. the disclosure is done as part of a purchase, transfer or sale of services or assets (e.g., in the event that substantially all of Seller's assets are acquired by another party, customer information may be one of the transferred assets);
- viii. the information is provided to Seller's agents, outside vendors, or service providers to perform functions on Seller's behalf (e.g., analyzing data, providing marketing assistance, providing customer service, etc.); or
- ix. the transfer is necessary or legally required on important public interest grounds, or for the establishment, exercise or defense of legal claims.

Seller may also gather aggregated data about Users and disclose such aggregated (but not personally identifiable) information to third parties that have a legitimate business relationship with Seller for promotional or other purposes.

This Data Privacy Notice is intended to provide User with information about what Personal Data Seller collect about User and how it is used. For any questions, please contact [privacy@bellflight.com](mailto:privacy@bellflight.com). If User wishes to confirm that Seller are processing User's Personal Data, or to have access to the Personal Data that Seller may have about User, please contact [privacy@bellflight.com](mailto:privacy@bellflight.com). User may also request information about: the purpose of the processing; the categories of Personal Data concerned; what the source of the information was (if User didn't provide it directly to Seller); and how long it will be stored. User has a right to correct (rectify) the record of its personal data maintained by Seller if it is inaccurate. User may request that Seller erase that data or cease processing it, subject to certain exceptions. User may also request that Seller cease using User's data for direct marketing purposes. When technically feasible, Seller will—at User's request—provide User's Personal Data to User or transmit it directly to another controller. Reasonable access to User's Personal Data will be provided at no cost upon request made to Seller at [privacy@bellflight.com](mailto:privacy@bellflight.com). If access cannot be provided within a reasonable time frame, Seller will provide User with a date when the information will be provided. If for some reason access is denied, Seller will provide an explanation as to why access has been denied.

Seller shall use reasonable administrative, technical, personnel, and physical measures to safeguard User's Personal Data against loss, theft, and unauthorized use or modification. Seller's site uses a combination of encryption technology and authentication to protect User's Personal Data. As long as User's web browser supports Secure Sockets Layer (SSL), User's information will be submitted to Seller with a high level of security. Seller update and test its security technology on an ongoing basis. Seller have obtained assurances from its third-party agents that they have similar practices in place.

As business changes, this Privacy Notice is expected to change from time to time, and Seller reserves the right to change it at any time. The use of your information is subject to the Privacy Notice in effect at the time of use. The provisions contained herein

supersede all previous notices or statements regarding Seller's privacy practices. We may email periodic reminders of Seller notices and terms and conditions and post any changes to the Privacy Notice on Seller's. User is encouraged to check Seller's website frequently to see the current Privacy Policy and Terms of Use in effect and any changes that may have been made to them.

**ARTICLE 20: EFFECTIVE DATE.** This Agreement shall not become a binding effective contract until Purchaser's legislative authority has authorized execution of this Agreement; and execution by Seller through its duly authorized representative in Fort Worth, Texas (hereinafter "Effective Date"). The Parties agree that the Purchase Price shall not be wire transferred to Seller until this Agreement becomes a binding effective contract upon Seller.. By signing below, the signatories to this Agreement verify that they have read the complete Agreement and understand its contents and have full authority to bind and hereby do bind their respective Parties. Purchaser agrees to accompany any signature it provides with a copy of its legislative authorization to enter into such Agreement (or any corresponding amendment or appendices), where legislative authorization is required by the Purchaser before execution.

**ARTICLE 21: MARKETING AND PUBLICITY.** Notwithstanding anything in Article 19 to the contrary, Seller agrees not to reference or use Purchaser's name and trademarks in marketing efforts including without limitation on Seller's website without the prior written consent of Purchaser's representative holding the title of Deputy Director or higher.

**BELL TEXTRON INC. (SELLER)**

**CITY OF COLUMBUS, DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF POLICE (PURCHASER)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Print Name

Kate McSweeney Pishotti \_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

Director, Department of Public Safety \_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX 1  
EQUIPMENT FOR PURCHASE  
AIRCRAFT 1 – DECEMBER 2025 DELIVERY**

Product Name	Quantity	Unit Net Price	Net Price
--------------	----------	----------------	-----------

**Basic Aircraft**

Bell 505 Basic Aircraft	1	\$1,735,000.00	\$1,735,000.00
-------------------------	---	----------------	----------------

**Standard Factory Installed Kits**

Garmin G1000H GXi Glass Cockpit with Single Comm/Nav/GPS	1	\$0.00	\$0.00
Garmin GMA 350Hc Audio Panel	1	\$0.00	\$0.00
Garmin GTX 335R ES Transponder	1	\$0.00	\$0.00
Safran Arrius 2R Engine with Dual Digital FADEC and analog backup mode	1	\$0.00	\$0.00
Crash Attenuating Crew Seats with Seat Belts	1	\$0.00	\$0.00
LED Lighting (Interior/Exterior)	1	\$0.00	\$0.00
17 Amp Hr Lithium-Ion Battery	1	\$0.00	\$0.00
Heated Pitot Tube	1	\$0.00	\$0.00
Unheated Static Ports	1	\$0.00	\$0.00
Cabin Heater/Defogger	1	\$0.00	\$0.00
Fuel Flow Indicator	1	\$0.00	\$0.00
Fuel Temperature Probe	1	\$0.00	\$0.00
Pilot / Co-Pilot Helmet Hooks	1	\$0.00	\$0.00
Auxiliary Power Outlet (28 VDC)	1	\$0.00	\$0.00
Inlet Barrier Filter Kit	1	\$0.00	\$0.00
Electronic Standby Instruments	1	\$0.00	\$0.00
First Aid Kit	1	\$0.00	\$0.00

**Kits & Customizing**

Dual Pilot Controls	1	\$15,400.00	\$15,400.00
Rotor Brake	1	\$17,700.00	\$17,700.00
Sliding Windows (Pilot & Co-Pilot)	1	\$9,700.00	\$9,700.00
Cowling Access Door	1	\$5,100.00	\$5,100.00
Baggage Door Kit - Left Hand Side (AA)	1	\$12,900.00	\$12,900.00
Baggage Compartment Divider Kit (AA)	1	\$2,400.00	\$2,400.00
High Skid Gear (includes Flitestep)	1	\$12,800.00	\$12,800.00
Adjustable Crew Seat Tracks L/H (2.8" adjustment)	1	\$7,900.00	\$7,900.00
Adjustable Crew Seat Tracks R/H (2.8" adjustment)	1	\$7,900.00	\$7,900.00
Pre Flight Step / Handle Kit (AA)	1	\$7,300.00	\$7,300.00
Quick Release Door Pins (crew doors and clamshell door)	1	\$7,700.00	\$7,700.00
Air Conditioning System	1	\$88,300.00	\$88,300.00
Expanded Avionics Shelf (AA)	1	\$14,900.00	\$14,900.00
Avionics Rain Shield Kit	1	\$5,900.00	\$5,900.00
Avionics Upgrade	1	\$56,600.00	\$56,600.00

Product Name	Quantity	Unit Net Price	Net Price
Emergency Locator Transmitter	1	\$7,700.00	\$7,700.00
Second VHF Comm - Garmin GTR 225B	1	\$15,600.00	\$15,600.00
Transponder GTX 345R	1	\$7,100.00	\$7,100.00
Pilot & Co-Pilot Foot Switch ICS/XMIT	1	\$9,000.00	\$9,000.00
Hard Point (Forward Location)	1	\$24,600.00	\$24,600.00
Hard Point (AFT Location)	1	\$10,900.00	\$10,900.00
Expanded Instrument Panel with air conditioning - 17 inch monitor (AA)	1	\$41,200.00	\$41,200.00
Monitor Macro-Blue 17" NVG, Touchscreen, Knob Controller (Domestic Price)	1	\$40,700.00	\$40,700.00
Center Console Kit	1	\$29,200.00	\$29,200.00
(2) 5VDC USB Plugs (Charging Only)	1	\$7,712.00	\$7,712.00
SHOTOVER ARS-750C Augmented Reality System - augmented reality mapping system and mission management system with ARS-KB-H rugged NVG slide out keyboard stowed under mission monitor.	1	\$167,821.00	\$167,821.00
Airlink MP Cellular Router (Configured with the Shotover ARS 750C)	1	\$6,009.00	\$6,009.00
TrakkaBeam TLX Searchlight including directional control via CIU switch on collective (pilot and co-pilot), slaving to EO/IR (if equipped), dovetail quick disconnect, internal and external wiring, PCIU, hand grip controller, and storage case	1	\$144,350.00	\$144,350.00
Technisonic TDFM-9100 Technisonic Project Number 91870	1	\$89,864.00	\$89,864.00
Dzus Rail Kit	1	\$7,987.00	\$7,987.00
Provisions Only - L3 Wescam MX-10 EO/IR Sensor Provisions for display on co-pilot mission monitor including dovetail quick disconnect, internal and external wiring, (for use with customer supplied sensor)	1	\$106,159.00	\$106,159.00
Mission Equipment Bus	1	\$9,534.00	\$9,534.00
Mission Master Switch	1	\$9,534.00	\$9,534.00
P.S Engineering PAC 45 Audio Panels Pilot & Co-Pilot located on instrument panel	1	\$36,853.00	\$36,853.00
RICH BLUE SOLID 741744	1	\$10,100.00	\$10,100.00
Paint Scheme Upcharge (Includes Painted Badge)	1	\$70,005.00	\$70,005.00
Certification Engineering - Initial	1	\$71,747.00	\$71,747.00

**Kits & Customizing Subtotal:****\$1,196,175.00****Training**

Complimentary 505 Pilot Ground and Flight	1	\$0.00	\$0.00
Additional 505 Ground and Flight Initial	4	\$17,350.00	\$69,400.00

**Training Subtotal:****\$69,400.00****Acceptance**

Inspection & Acceptance at Piney Flats			
--	--	--	--



Product Name	Quantity	Unit Net Price	Net Price
--------------	----------	----------------	-----------

**Certification**

U.S. FAA Certification			
------------------------	--	--	--

**Purchase****Price:****\$3,000,575.00****PAYMENT SCHEDULE**

Payment Term	Date	Amount
Balance Payment	Upon Acceptance of Equipment and prior to shipment of Equipment from Seller's facility	<b>\$3,000,575.00</b>

**Total Purchase Price:****\$3,000,575.00**

**APPENDIX 1 (CONTINUED)**  
**EQUIPMENT FOR PURCHASE**  
**AIRCRAFT 2 – DECEMBER 2025 DELIVERY**

Product Name	Quantity	Unit Net Price	Net Price
--------------	----------	----------------	-----------

**Basic Aircraft**

Bell 505 Basic Aircraft	1	\$1,735,000.00	\$1,735,000.00
-------------------------	---	----------------	----------------

**Standard Factory Installed Kits**

Garmin G1000H GXi Glass Cockpit with Single Comm/Nav/GPS	1	\$0.00	\$0.00
Garmin GMA 350Hc Audio Panel	1	\$0.00	\$0.00
Garmin GTX 335R ES Transponder	1	\$0.00	\$0.00
Safran Arrius 2R Engine with Dual Digital FADEC and analog backup mode	1	\$0.00	\$0.00
Crash Attenuating Crew Seats with Seat Belts	1	\$0.00	\$0.00
LED Lighting (Interior/Exterior)	1	\$0.00	\$0.00
17 Amp Hr Lithium-Ion Battery	1	\$0.00	\$0.00
Heated Pitot Tube	1	\$0.00	\$0.00
Unheated Static Ports	1	\$0.00	\$0.00
Cabin Heater/Defogger	1	\$0.00	\$0.00
Fuel Flow Indicator	1	\$0.00	\$0.00
Fuel Temperature Probe	1	\$0.00	\$0.00
Pilot / Co-Pilot Helmet Hooks	1	\$0.00	\$0.00
Auxiliary Power Outlet (28 VDC)	1	\$0.00	\$0.00
Inlet Barrier Filter Kit	1	\$0.00	\$0.00
Electronic Standby Instruments	1	\$0.00	\$0.00
First Aid Kit	1	\$0.00	\$0.00

**Kits & Customizing**

Dual Pilot Controls	1	\$15,400.00	\$15,400.00
Rotor Brake	1	\$17,700.00	\$17,700.00
Sliding Windows (Pilot & Co-Pilot)	1	\$9,700.00	\$9,700.00
Cowling Access Door	1	\$5,100.00	\$5,100.00
Baggage Door Kit - Left Hand Side (AA)	1	\$12,900.00	\$12,900.00
Baggage Compartment Divider Kit (AA)	1	\$2,400.00	\$2,400.00
High Skid Gear (includes Flitestep)	1	\$12,800.00	\$12,800.00
Adjustable Crew Seat Tracks L/H (2.8" adjustment)	1	\$7,900.00	\$7,900.00
Adjustable Crew Seat Tracks R/H (2.8" adjustment)	1	\$7,900.00	\$7,900.00
Pre Flight Step / Handle Kit (AA)	1	\$7,300.00	\$7,300.00
Quick Release Door Pins (crew doors and clamshell door)	1	\$7,700.00	\$7,700.00
Air Conditioning System	1	\$88,300.00	\$88,300.00
Expanded Avionics Shelf (AA)	1	\$14,900.00	\$14,900.00
Avionics Rain Shield Kit	1	\$5,900.00	\$5,900.00
Avionics Upgrade	1	\$56,600.00	\$56,600.00

Product Name	Quantity	Unit Net Price	Net Price
Emergency Locator Transmitter	1	\$7,700.00	\$7,700.00
Second VHF Comm - Garmin GTR 225B	1	\$15,600.00	\$15,600.00
Transponder GTX 345R	1	\$7,100.00	\$7,100.00
Pilot & Co-Pilot Foot Switch ICS/XMIT	1	\$9,000.00	\$9,000.00
Hard Point (Forward Location)	1	\$24,600.00	\$24,600.00
Hard Point (AFT Location)	1	\$10,900.00	\$10,900.00
Expanded Instrument Panel with air conditioning - 17 inch monitor (AA)	1	\$41,200.00	\$41,200.00
Monitor Macro-Blue 17" NVG, Touchscreen, Knob Controller (Domestic Price)	1	\$40,700.00	\$40,700.00
Center Console Kit	1	\$29,200.00	\$29,200.00
(2) 5VDC USB Plugs (Charging Only)	1	\$7,712.00	\$7,712.00
SHOTOVER ARS-750C Augmented Reality System - augmented reality mapping system and mission management system with ARS-KB-H rugged NVG slide out keyboard stowed under mission monitor.	1	\$167,821.00	\$167,821.00
Airlink MP Cellular Router (Configured with the Shotover ARS 750C)	1	\$6,009.00	\$6,009.00
TrakkaBeam TLX Searchlight including directional control via CIU switch on collective (pilot and co-pilot), slaving to EO/IR (if equipped), dovetail quick disconnect, internal and external wiring, PCIU, hand grip controller, and storage case	1	\$144,350.00	\$144,350.00
Technisonic TDFM-9100 Technisonic Project Number 91870	1	\$89,864.00	\$89,864.00
Dzus Rail Kit	1	\$7,987.00	\$7,987.00
Provisions Only - L3 Wescam MX-10 EO/IR Sensor Provisions for display on co-pilot mission monitor including dovetail quick disconnect, internal and external wiring, (for use with customer supplied sensor)	1	\$106,159.00	\$106,159.00
Mission Equipment Bus	1	\$9,534.00	\$9,534.00
Mission Master Switch	1	\$9,534.00	\$9,534.00
P.S Engineering PAC 45 Audio Panels Pilot & Co-Pilot located on instrument panel	1	\$36,853.00	\$36,853.00
RICH BLUE SOLID 741744	1	\$10,100.00	\$10,100.00
Paint Scheme Upcharge (Includes Painted Badge)	1	\$70,005.00	\$70,005.00
Certification Engineering - Follow on AC	1	\$10,830.00	\$10,830.00

**Kits & Customizing Subtotal:** \$1,135,258.00

### Training

Complimentary 505 Pilot Ground and Flight	1	\$0.00	\$0.00
Additional 505 Ground and Flight Initial	4	\$17,350.00	\$69,400.00

**Training Subtotal:** \$69,400.00

### Acceptance

Inspection & Acceptance at Piney Flats			
--	--	--	--

Product Name	Quantity	Unit Net Price	Net Price
--------------	----------	----------------	-----------

**Certification**

U.S. FAA Certification			
------------------------	--	--	--

**Purchase Price: \$2,939,658.00**

**PAYMENT SCHEDULE**

Payment Term	Date	Amount
Balance Payment	Upon Acceptance of Equipment and prior to shipment of Equipment from Seller's facility	<b>\$2,939,658.00</b>

**Total Purchase Price: \$2,939,658.00**

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

Seller warrants each new helicopter to be free from defect in material or workmanship under normal use and service for 1,000 hours of operation or three (3) years from acceptance, whichever occurs first. Spare parts installed as warranty replacement on helicopters which are covered by this New Helicopter Warranty will only be warranted for the balance of the original aircraft warranty. Seller assigns each manufacturer's warranty to Buyer to the extent such manufacturer's warranty exists and is assignable.

In addition, during the first year or within 1,000 hours of total aircraft time, whichever occurs first, the Seller shall reimburse Buyer at a regional labor rate, as determined solely by Seller, for reasonable actual labor costs incurred directly related to removal and reinstallation of parts determined to be defective. Seller shall not reimburse labor costs incurred for any other activity, such as troubleshooting, inspection, testing or similar activities; any reimbursement amount issued in accordance with this warranty shall be in Seller's sole discretion. Seller shall not reimburse any labor costs (1) which it does not deem to be reasonable, (2) which it does not deem directly related to removal and reinstallation, or (3) for buyer furnished equipment or equipment manufactured by other (e.g. STC).

Seller shall also reimburse reasonable freight charges, excluding insurance, customs fees, duties, handling fees, and taxes. Seller shall not reimburse Buyer for any parts repaired or replaced outside of the Seller's Warranty Claims Process unless express prior written authorization is granted by Seller's Warranty Department to Buyer for such repair or replacement.

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

Seller's sole obligation under this warranty is limited to the repair or replacement of parts which are determined to Seller's reasonable satisfaction to have been defective within the applicable warranty period as described above. Replacement of parts may be either new or reconditioned at Seller's election and at the lowest allowable maintenance level contained in Seller's manuals, service bulletins or applicable Supplier manuals.

**NO FAULT FOUND:** In the event Seller determines, after evaluation of a returned part, that a defect does not exist, then Buyer shall pay all expenses incurred by Seller related to the return including, but not limited to, costs incurred in shipping, evaluating the part, cost for any replacement part and restocking of the part which is a minimum of \$300.00USD and up to fifteen percent (15%) list price of the part, as well as any No Fault Found fees incurred by Seller. In addition, Seller shall not reimburse Buyer for any costs related to the removal or reinstallation of such a part.

**SELLER'S WARRANTY CLAIM PROCESS:** Defective parts must be reported in writing to the Seller's Warranty Administration within thirty (30) days of being found defective. Parts may be repaired or replaced with new or reconditioned parts, at Seller's election. Warranty adjustment is contingent upon the Buyer complying with the Seller's Warranty Process and with the Seller's Warranty Administration disposition instructions for defective parts. Failure to properly comply with Seller's Warranty Process may, at Seller's sole option, void Seller's warranty as to the allegedly defective part.

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

**CORE RETURNS:** Per Seller's determination that a core return is required for which Seller has furnished a replacement part through the Warranty Process, the core shall be shipped by Buyer, with all historical service records, to a facility designated by Seller, within thirty (30) days of shipment by Seller of the replacement part. Buyer shall provide Seller with proof of shipment within thirty (30) days following shipment of the replacement part. In the event that Buyer fails to provide Seller with such proof of shipment within the thirty (30) days, fails to provide the applicable historical service records or provide the correct RMA, Buyer shall be charged the invoiced value of the replacement part. If the Buyer returns the core, and provides the historical records and the RMA after the 31st day, the Buyer will be credited the invoiced amount upon receipt of the core minus a restocking fee minimum of \$300.00 USD or up to fifteen percent (15%), per item, of the then standard list price of the material provided. If Historical Records are not provided and can be recreated by Seller, a debit of \$500.00 USD per item will be made to Buyer's account.

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

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

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

Seller makes no warranty and disclaims all liability with respect to components or parts damaged by, or worn due to, normal wear and tear, erosion or corrosion.

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

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

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

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

### **APPENDIX 3**

#### **End-Use and End-User Statement**

As summarized in Article 13: Compliance with Laws, the products, services, and/or information provided under this Agreement are subject to U.S. export control regulations. Use or diversion of such items contrary to such laws is prohibited. Purchaser must abide by all end-use restrictions, including the requirement that items received only be used for authorized end-uses and may not be used for any nuclear, chemical, or biological weapons.

Government authorizations may be required for the Equipment depending on its configuration, where the Equipment will be registered or operated, and who will own or operate it. For Seller to assess these requirements in time to secure any required authorizations, please provide the following information at least six (6) months prior to the scheduled aircraft delivery. Should authorizations be required, Seller may need additional information or documentation from Purchaser, such as Department of Commerce form BIS-711, *Statement by Ultimate Consignee and Purchaser*, or Department of State form DSP-83, *Nontransfer and Use Certificate*.

- Intended use of the aircraft:

**Select the appropriate option below:**

☐ **Option 1:**

Purchaser will receive the Equipment at the address shown on this Agreement, will register and operate the aircraft in the country shown in the address, and will be the aircraft owner/operator. No other parties or countries will be involved in the transaction.

☐ **Option 2:**

Other parties/countries will be involved in the transaction as detailed below:

- Name and address of recipient, if not Purchaser:
- Name and address of aircraft owner/operator, if not Purchaser:
- The country where this aircraft will be registered:
- The country or countries where this aircraft will be operated:

#### **Acknowledgement**

We certify that the facts contained in this statement are true and correct to the best of our knowledge and we do not know of additional facts that are inconsistent with the above statements. We shall promptly send a replacement statement to Seller disclosing any material change of facts or intentions described in this statement that occur after this statement has been prepared and forwarded to Seller.

Except as specifically authorized by the U.S. export control laws or by written approval from the U.S. Government, we will not reexport, resell, or otherwise dispose of any items received from Seller.

Name

Title

Signature

\_\_\_\_\_

Date