OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 14(A)(5)

Date: November 19, 2019

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Recommendation for Approval to Award Helicopter Purchase for the Miami-Dade Fire Rescue Department

Resolution No. R-1182-19

Recommendation

It is recommended that the Board of County Commissioners (Board) approve a competitive contract award, *Contract No. RFP 01424, Helicopter Purchase for the Miami-Dade Fire Rescue Department*, to AgustaWestland Philadelphia Corporation (AgustaWestland). Approval of a competitive contract award is being requested, to authorize the following:

- Purchase of four new helicopters with warranty;
- Purchase of additional training and transition services for the new helicopters;
- Sale of the County's existing helicopters to AgustaWestland;
- Lease-back of the helicopters sold to AgustaWestland until the new helicopters are delivered and accepted by the County; and
- Full Components Maintenance Plan for the new helicopters.

Staff continues to negotiate with Pratt & Whitney Canada Corporation for Engine Maintenance for the new helicopters and Honeywell International Inc. (Honeywell) for helicopter Avionics Maintenance. Once negotiations are complete, separate agenda items will be submitted for Board Approval.

It is further recommended that the Board waive the bid protest requirements of Section 2-8.4 of the Code of Miami-Dade County by a two-thirds vote of the members present and entertain any potential bid protest at the Board meeting.

Background

On October 3, 2019, the Board approved the withdrawal of a recommendation to purchase new helicopters for the County pursuant to a designated purchase and directed the County Mayor or County Mayor's designee to issue an expedited competitive solicitation for the purchase of four new helicopters and the sale of the four existing helicopters. The Board further directed that the County Mayor shall issue a recommendation to the Board based on the expedited solicitation within forty-five days of that meeting.

On October 10, 2019, a Request for Proposals was issued under full and open competition. The solicitation required proposers to a) sell four new helicopters to the County, b) purchase the County's existing fleet of four Bell 412EP helicopters, c) provide a maintenance and support plan for the new helicopters for up to 15 years (Initial term of 5 years and two 5-year options-to-renew at the County's sole discretion), d) provide pilot, mechanic, and flight crew transition programs, and e) provide a leaseback plan for the County to use the existing helicopters while the new helicopters are manufactured and accepted by the County.

Two proposals were received on October 24, 2019 from AgustaWestland and Airbus Helicopters, Inc. The Competitive Selection Committee met on the following dates to evaluate and score the proposals:

- October 25, 2019 (Kick-off meeting)
- October 28, 2019 (Evaluation meeting)
- November 1, 2019 (Evaluation meeting, final scoring and recommendation)

The Competitive Selection Committee unanimously recommended negotiating with the top ranked proposer, AgustaWestland. The helicopter proposed by AgustaWestland is certified by the Federal Aviation Authority and complies with the most recent FAA crashworthiness standards.

Among other considerations, the Competitive Selection Committee identified a number of key factors that led to the lower scoring of the Airbus proposal including: a) the proposed aircraft was not currently FAA certified, b) a delivery time of 36 months for all four helicopters, and c) the overall proposal was approximately $56.5 million more expensive for the helicopters (purchase, sale, and leaseback) and $55.4 million more costly for the maintenance program, for a total of $111.9 million more over the contract period.

Staff completed negotiations on November 15, 2019. The recommended contract with AgustaWestland includes the purchase of four new AgustaWestland AW139 helicopters, custom configured specifically for Fire Rescue, at a cost of $16,972,012.13 per helicopter. The helicopter purchase includes a three-year warranty, transition and training services, technical publications, and support from AgustaWestland during the County's transition from the existing aircraft to the new aircraft's operation and configuration. AgustaWestland will purchase the County's existing helicopter fleet for $12,120,510. The lease of existing helicopters from AgustaWestland (lease-back) will be provided at no cost to the County.

Scope
The scope of this item is countywide in nature.

Fiscal Impact/Funding Source
The fiscal impact for the initial five-year term of this contract is $77,646,993.26. Should the County choose to exercise the two, five-year extended maintenance agreements, the full value of this contract will be $93,225,315.26. Below is a breakdown of the total contract amount:

Item	Initial Term	Optional Term 1	Optional Term 2	Total
Purchase of four new helicopters	$67,888,048.52	$0	$0	$67,888,048.52
Loose Equipment	$1,073,840	$0	$0	$1,073,840
Additional Support for Transition	$1,845,799.74	$0	$0	$1,845,799.74
Additional Training	$133,400	$0	$0	$133,400
AgustaWestland Full Components Plan	$6,705,905	$7,403,861	$8,174,461	$22,284,228
Total:	**$77,646,993.26**	**$7,403,861**	**$8,174,461**	**$93,225,315.26**

Item	Initial Term	Optional Term 1	Optional Term 2	Total
Sale of four existing helicopters	$12,120,510	$0	$0	$12,120,510

Department	Allocation	Funding Source	Contract Manager
Fire Rescue	$93,225,315.26	Financing Proceeds for helicopter purchase/General Fund for Maintenance and Support	Gregory Rubin
Total:	**$93,225,315.26**		

Track Record/Monitor
Namita Uppal of the Internal Services Department is the Chief Procurement Officer.

Delegated Authority
If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise all provisions of the contract, including any cancellation or extension provisions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

Vendor(s) Recommended for Award
A Request for Proposals was issued under full and open competition. Two proposals were received in response to the solicitation.

Pursuant to notification requirements in Resolution No. R-477-18, the highest-ranked proposer is recommended in accordance with the method of award per the solicitation and is non-local. Helicopter manufacturing is a highly specialized field, requiring a vendor with specific experience and expertise, equipment and facilities. There are no helicopter manufacturers located in Miami-Dade County.

Vendor	Principal Address	Local Address*	Number of Employee Residents 1) Miami-Dade 2) Percentage*	Principal
AgustaWestland Philadelphia Corporation	3050 Red Lion Road, Philadelphia, PA	None	0 0% 0%	William Hunt

*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendor's employees who reside in Miami-Dade County as compared to the vendor's total workforce.

Vendor(s) Not Recommended for Award

Vendor	Local Address	Reason for Not Recommending
Airbus Helicopters, Inc.	None	Evaluation Scores/Ranking

*A "No Bid" means the vendor responded indicating that it will not be providing an offer.

Due Diligence
Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to vendor responsibility.

Applicable Ordinances and Contract Measures
- The two percent User Access Program provision applies to the Full Components Plan agreement only.
- The Small Business Enterprise Selection Factor and Local Preference were applied where permitted by the funding source.
- The Living Wage does not apply.

Maurice Kemp
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson and Members, Board of County Commissioners

DATE: November 19, 2019

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 14(A)(5)

Please note any items checked.

_____	**"3-Day Rule" for committees applicable if raised**
_____	**6 weeks required between first reading and public hearing**
_____	**4 weeks notification to municipal officials required prior to public hearing**
_____	**Decreases revenues or increases expenditures without balancing budget**
_____	**Budget required**
_____	**Statement of fiscal impact required**
_____	**Statement of social equity required**
_____	**Ordinance creating a new board requires detailed County Mayor's report for public hearing**
✓	**No committee review**
✓	**Applicable legislation requires more than a majority vote (i.e., 2/3's present ✓, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve**
_____	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 14(A)(5)
11-19-19

RESOLUTION NO. R-1182-19

RESOLUTION APPROVING AWARD OF CONTRACT NO. RFP-01424 FOR THE PURCHASE OF FOUR NEW AGUSTAWESTLAND AW139 AIRCRAFTS FOR THE MIAMI-DADE FIRE RESCUE DEPARTMENT IN AN AMOUNT NOT TO EXCEED $67,888,048.52; AUTHORIZING THE PURCHASE OF ADDITIONAL SERVICES FOR THE NEW AIRCRAFTS FOR AN AMOUNT NOT TO EXCEED $3,053,039.74; AUTHORIZING AGREEMENT FOR FULL COMPONENTS PLAN TO SERVICE THE NEW AIRCRAFTS FOR AN INITIAL TERM OF FIVE YEARS AND TWO FIVE YEAR OPTIONS TO RENEW IN A TOTAL AMOUNT NOT EXCEED $22,284,228.00; AUTHORIZING SALE AND LEASEBACK AGREEMENTS FOR THE EXISTING AIRCRAFTS FOR PAYMENTS TO THE COUNTY OF APPROXIMATELY $12,120,510.00; WAIVING SECTIONS 2-8.3 AND 2-8.4 OF THE COUNTY CODE RELATING TO BID PROTEST PROCEDURES AND NOTICE BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ALL PROVISIONS OF THE CONTRACTS INCLUDING RENEWAL OPTIONS PURSUANT TO SECTION 2-8.1 OF THE COUNTY CODE AND IMPLEMENTING ORDER 3-38

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board approves award of Contract No. RFP-01424 (the "Contract"). The Contract provides for the purchase of four new AgustaWestland AW139 aircrafts for the Miami-Dade Fire Rescue Department in an amount not to exceed $67,888,048.52. The Contract includes agreements for the purchase of additional services for the new aircrafts (loose equipment,

additional support for transition, and additional training) in an amount not to exceed $3,053,039.74 as well as an agreement for a full components plan to service the new aircrafts for an initial five-year term with two, five-year options to renew in an amount not to exceed $22,284,228.00. The primary contract documents consisting of the Master Agreement, the Purchase Agreement and Pricing, the Full Components Plan and the Bell Helicopter Sale and Leaseback Agreements are attached hereto and made a part hereof. The remainder of the contract documents including the Helicopter Configuration, the Warranty Policy and the Training and Transition Plains are on file with and available upon request from the Internal Services Department, Strategic Procurement Division.

Section 2. The Board further approves sale and leaseback agreements for the existing four Bell 412EP for payments to the County of approximately $12,120,510.00.

Section 3. This Board waives the requirements of Section 2-8.3 and 2-8.4 of the Miami-Dade County Code pertaining to bid protests and notice, by a two-thirds vote of the Board members present.

Section 4. This Board authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise all provisions of the applicable contracts, including options to renew, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Esteban L. Bovo, Jr.** and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman	**aye**		
Rebeca Sosa, Vice Chairwoman	**aye**		
Esteban L. Bovo, Jr.	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Sally A. Heyman	**aye**
Eileen Higgins	**aye**	Barbara J. Jordan	**aye**
Joe A. Martinez	**absent**	Jean Monestime	**aye**
Dennis C. Moss	**aye**	Sen. Javier D. Souto	**aye**
Xavier L. Suarez	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 19th day of November, 2019. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Linda L. Cave
By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Oren Rosenthal

THIS AGREEMENT made and entered into as of this 21st day of November 2019 by and between AgustaWestland Philadelphia Corporation, a corporation organized and existing under the laws of the State of Delaware, having its principal office at 3050 Red Lion Road, Philadelphia, PA 19114 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to sell four new AW139 helicopters to Miami-Dade County including warranty, parts, tools, services, training, maintenance and support on a non-exclusive basis; and,

WHEREAS, the Contractor desires to purchase the County's existing four (4) Bell 412EP helicopters, that shall conform to individual Bell Helicopter Sale(s) Agreements for each Bell 412EP helicopter; and,

WHEREAS, the Contractor agrees to leaseback to the County the four (4) Bell 412EP helicopters pursuant to individual Leaseback Agreements for each Bell 412EP helicopter until the new AW139 helicopters are delivered and accepted by the County; and

WHEREAS the Parties acknowledge that the Leaseback Agreements are linked to the helicopter purchase allowing for individual arrangements to be exercised by the Parties; and,

WHEREAS, the Contractor agrees to provide a maintenance and support agreement for the new helicopters for up to 15-years pursuant to Full Components Plan; and,

WHEREAS, the Contractor will actively participate in the County's efforts to move from the current helicopters and platform to the new AW139 helicopters pursuant to the Transition Plan;

WHEREAS, the Contractor has submitted a written proposal dated October 23, 2019, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such helicopters, associated equipment and services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Helicopter Configuration (Attachment A), Purchase Agreement (Attachment B), Warranty Policy (Attachment C), Full Components Plan (Attachment D), Training Plan (Attachment E), Transition Plan (Attachment F), Leaseback agreements (Attachment G including, G1 to G4), Sale agreements (Attachment H including, H1 to H4), all other appendices and attachments hereto, all amendments issued hereto, RFP No. 01424 and all associated addenda, and the Contractor's Proposal.

b) The words "Contract Date" to mean the date on which this Agreement is effective.

c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.

d) The word "Contractor" to mean AgustaWestland Philadelphia Corporation and its permitted successors.

e) The word "Days" to mean Calendar Days, unless otherwise stipulated.

f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.

g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.

h) The words "Extra Work" or "Additional Work" to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

i) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.

j) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.

k) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or

materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

l) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) Helicopter Configuration (Attachment A), 3) Purchase Agreement (Attachment B), 4) Warranty Policy (Attachment C), 5) Full Components Plan (Attachment D), 6) Training Plan (Attachment E), 7) Transition Plan (Attachment F), 8) Leaseback (Attachment G including, G1 to G4), 9) Sale agreements (Appendix H including, H1 to H4), 10) the Miami-Dade County's RFP No. 01424 and any associated addenda and attachments thereof, and 11) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but

necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date stated on Page 1 of this Contract and shall continue through the last day of the sixtieth month. The County, at its sole discretion, reserves the right to exercise the two options to renew, each for a period for five years.

The term for the maintenance and support plan shall be up to 15 years (initial term of five years; two 5-year options at the County's discretion).

The Purchase Agreement (Attachment B) shall become effective on the date stated on Page 1 of this Contract and shall continue through the expiration of the warranty period of the final accepted helicopter by the County, unless extended by mutual agreement by both parties through a supplemental agreement or upon termination by the County.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

a) to the Project Manager: Chief, Communications Division

Miami-Dade County
Attention: Gregory Rubin
Phone: (786) 336-6702
E-mail: Gregory.Rubin@miamidade.gov

and,

b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Strategic Procurement Division
Attention: Chief Procurement Officer

111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Phone: (305) 375-4900
E-mail: Namita.Uppal@miamidade.gov

(2) To the Contractor

AgustaWestland Philadelphia Corporation
3050 Red Lion Road
Philadelphia, PA 19114

Attention: Enrico Canal
Phone: (215) 501-0643
E-mail: enrico.canal@leonardocompany.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract.

The compensation for the sale of four (4) Agusta AW139 helicopters to the County, including all costs with such Work and Services shall be in the total amount of $67,888,048.52 as reflected in Attachment B. This price is inclusive of all warranty, delivery (on-site to the County), training (except for such training expressly set forth in Attachment E for which additional compensation is required), transition plan (except for such transition plan activities expressly set forth in Attachment F for which additional compensation is required) and funding for the recommended spare parts account.

The price of the loose equipment is $1,073,840 as reflected in Attachment A.

The compensation for the sale of four (4) Bell 412EP helicopters to the Contractor shall be in total amount of $12,120,510 to the County as reflected in Attachments H1 to H4, one agreement for each helicopter.

The value of the spare parts account per AW 139 helicopter is $387,500 for a total amount of $1,550,000 ("Spare Parts Credit"). The Spares Part Credit will be used by the County to purchase spares, special tools, and ground support equipment upon final acceptance of each AW 139 helicopter by the County and Contractor's receipt of payment for each helicopter. The Spares Parts Credit shall be used by the County within the three (3) years from the date of acceptance of the last AW 139 helicopter. Should the County not have used all of the Spare Parts Credit with the period specified above, the County shall be entitled to a cash refund of the unused amount.

The total compensation for additional training in Training Plan, Attachment E, is $133,400.

The total compensation for additional support in Transition Plan, Attachment F, is $1,845,799.74.

Additionally, the payment for helicopter maintenance with AgustaWestland shall be paid separately to AgustaWestland pursuant to the pricing, terms and conditions stipulated in the Full

Components Plan, Attachment D. The amount for each 5-year term is as follows:

- 1st Five-year period: $6,705,905
- 2nd Five-year period: $7,403,861
- 3rd Five-year period: $8,174,461

The Leaseback of four (4) Bell 412EP helicopters to the County as set forth in the Leaseback Agreement is at no charge to the County.

The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's sole risk and expense.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The County and the Contractor agree that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically as set forth herein except where stipulated otherwise in the Purchase Agreement (Attachment B), Full Components Plan (Attachment D), Training Plan (Attachment E), or Transition Plan (Attachment F) . The Contractor may bill the County not more than once per month, upon invoices certified by the Contractor.

All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. Billings from prime Contractors under services and goods contracts with the County or Public Health Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code of Miami-Dade. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable

Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
Miami-Dade Fire Rescue
9300 NW 41st Street
Doral, FL 33178

Attn: Finance
Phone: (786) 331-5000
Email: Vivian.elesppe@miamidade.gov

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Internal Services Department, Strategic Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

2. Commercial General Liability Insurance including Products/Completed Operations in an amount not less than $100,000,000 per occurrence. Miami-Dade County must be shown as an additional insured with respect to this coverage.
   *Coverage shall to extend 30 days after final acceptance of helicopter by Miami Dade County.

3. Aircraft Liability including passengers bodily injury liability $100,000,000 per occurrence/aggregate.

4. Hull-Physical Damage - Aircraft replacement cost

5. Automobile Liability Insurance covering all owned, non-owned and hired vehicles in an amount not less than $1,000,000 per accident.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "**A-**" as to management, and no less than "**Class VII**" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida, Department of Financial Services.

NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1ST STREET
SUITE 2340
MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the Certificate(s) of Insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed Certificate(s) of Insurance to the County a minimum of ten (10) calendar days before such expiration. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 11. MANNER OF PERFORMANCE

a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all

aspects of the Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise,

agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Code of Miami-Dade County, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

The County may terminate this agreement as set forth herein and where not in conflict with the termination provisions of Attachments B (Purchase Agreement), H (Sales agreement), and G (Leaseback agreement).

a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code of Miami-Dade County.

d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.

e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

   i. stop work on the date specified in the notice ("the Effective Termination Date");

   ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

   iii. cancel orders;

   iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;

   v. take no action which will increase the amounts payable by the County under this Agreement; and

f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles, less any payments or credits due

and owed to the County herein for the:

i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.

g) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:

i. the Contractor has not delivered Deliverables on a timely basis;

ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;

iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;

iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

v. the Contractor has failed to obtain the approval of the County where required by this Agreement;

vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;

vii. the Contractor has failed in the representation of any warranties stated herein.

b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:

i. treat such failure as a repudiation of this Agreement; and

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable

equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

a) lost revenues;

b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and

c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.

b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

d) In the event any Deliverable or anything provided to the County hereunder, or portion

thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 28. CONFIDENTIALITY

a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 30. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Strategic Procurement Division, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. ***Miami-Dade County Ownership Disclosure Affidavit***
   (Section 2-8.1 of the Code of Miami-Dade County)
2. ***Miami-Dade County Employment Disclosure Affidavit***
   (Section 2.8.1(d)(2) of the Code of Miami-Dade County)
3. ***Miami-Dade County Employment Drug-free Workplace Certification***
   (Section 2-8.1.2(b) of the Code of Miami-Dade County)
4. ***Miami-Dade County Disability and Nondiscrimination Affidavit***
   (Section 2-8.1.5 of the Code of Miami-Dade County)
5. ***Miami-Dade County Debarment Disclosure Affidavit***
   (Section 10.38 of the Code of Miami-Dade County)
6. ***Miami-Dade County Vendor Obligation to County Affidavit***
   (Section 2-8.1 of the Code of Miami-Dade County)
7. ***Miami-Dade County Code of Business Ethics Affidavit***
   (Sections 2-8.1(i), 2-11.1(b)(1) through (6) and (9), and 2-11.1(c) of the Code of Miami-Dade County)
8. ***Miami-Dade County Family Leave Affidavit***
   (Article V of Chapter 11 of the Code of Miami-Dade County)
9. ***Miami-Dade County Living Wage Affidavit***
   (Section 2-8.9 of the Code of Miami-Dade County)
10. ***Miami-Dade County Domestic Leave and Reporting Affidavit*** *(Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)*
11. ***Miami-Dade County E-Verify Affidavit***
    (Executive Order 11-116)
12. ***Miami-Dade County Pay Parity Affidavit***
    (Resolution R-1072-17)
13. ***Miami-Dade County Suspected Workers' Compensation Fraud Affidavit***
    (Resolution R-919-18)
14. ***Subcontracting Practices***
    (Section 2-8.8 of the Code of Miami-Dade County)
15. ***Subcontractor/Supplier Listing***
    (Section 2-8.1 of the Code of Miami-Dade County)
16. ***Form W-9 and 147c Letter***
    (as required by the Internal Revenue Service)
17. ***FEIN Number or Social Security Number***
    In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- *Identification of individual account records*
- *To make payments to individual/Contractor for goods and services provided to Miami-Dade County*
- *Tax reporting purposes*
- *To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records*

18. ***Office of the Inspector General***
(Section 2-1076 of the Code of Miami-Dade County)

19. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.

20. ***Antitrust Laws***
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest and Code of Ethics
Section 2-11.1(d) of the Code of Miami-Dade County requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Code of Miami-Dade County relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1 (y), the Miami-Dade County Commission on Ethics and Public Trust (Ethics Commission) shall be empowered to review, interpret, render advisory opinions and letters of instruction and enforce the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

In accordance with Section 2-1076 of the Code of Miami-Dade County, the Office of the Inspector General may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit (one quarter (1/4) of one (1) percent of the total contract amount) is not applicable to the resultant contract except for the Full Components Plan – Attachment D.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

b) Miami-Dade County Small Business Enterprises Development Participation Provisions, as applicable to this Contract.

c) Environmental Protection Agency (EPA), as applicable to this Contract.

d) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics."

e) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work."

f) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave."

g) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

h) The Equal Pay Act of 1963, as amended (29 U.S.C. 206(d)).

i) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited."

j) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 et seq.) "Discrimination."

k) Chapter 22 of the Code of Miami-Dade County (§ 22-1 et seq.) "Wage Theft."

l) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 et seq.) "Business Regulations."

m) Any other laws prohibiting wage rate discrimination based on sex.

Pursuant to Resolution R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "h" through "m" above.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other consultant of the County or a member of

the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.

b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or

service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 39. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Section 2-8.10 of the Code of Miami-Dade County, the Full Components Plan – Attachment D is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Plan, and the utilization of the County Plan price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Plan usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Plan shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three (3) business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance
If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 40. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at https://iapps.careersourcesfl.com/firstsource/.

ARTICLE 41. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws of the State of Florida, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128

ARTICLE 42. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 43. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

NOT APPLICABLE TO THIS SOLICITATION

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor		Miami-Dade County	
By:		By:	
Name:		Name:	Carlos A. Gimenez
Title:		Title:	Mayor
Date:	11/15/19	Date:	
Attest:		Attest:	
	Corporate Secretary/Notary Public		Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

PURCHASE AGREEMENT AND PRICING

AGUSTAWESTLAND PHILADELPHIA CORPORATION, a corporation with a place of business at 3050 Red Lion Road, Philadelphia, Pennsylvania 19114 (hereinafter referred to as **"CONTRACTOR"**),

and

MIAMI DADE COUNTY, a political subdivision of the State of Florida, with an office located at 111 N.W. 1st Street, 13th Floor Suite 1300, Miami FL 33128 (hereinafter referred to as **"COUNTY"**),

CONTRACTOR and COUNTY are collectively referred to as "Parties",

Whereas the effective date of this Purchase Agreement is as stated on the first page of COUNTY Contract No. RFP 01424.

Whereas the COUNTY is willing to purchase and the CONTRACTOR is willing to sell the under listed products and services at the terms and conditions set out in this CONTRACT.

Initial Acceptance
1st Helicopter – August 31, 2020
2nd Helicopter – September 28, 2020
3rd Helicopter – October 26, 2020
4th Helicopter – November 30, 2020

Whereas the Delivery Date for the helicopters shall be the date specified herein on which the CONTRACTOR shall provide helicopters to the COUNTY on which payment is based. Such Delivery Dates are:

Delivery Dates
1st Helicopter – September 2, 2020
2nd Helicopter – September 30, 2020
3rd Helicopter – October 28, 2020
4th Helicopter – December 2, 2020

Now therefore, intending to be legally bound hereby, the Parties agree as follows:

1. SUPPLIES

COUNTY agrees to buy and CONTRACTOR agrees to sell the following products and services (hereinafter referred to as "SUPPLIES"):

- Quantity of four (4) helicopter(s) model AW139 in the configuration as specified in Attachment A - Helicopter Configuration (hereinafter referred to as the "HELICOPTER(S)"), and Loose equipment.

2. PRICE

The total CONTRACT price corresponding to the price of the HELICOPTERS and Loose Equipment as per Paragraph 1 above is a total of Sixty Eight Million Nine Hundred Sixty-One Thousand Eight Hundred Eighty-Eight and Fifty two cents ($68,961,888.52 USD). Helicopter pricing incudes all equipment to be installed on each helicopter as stated in Attachment A, loose equipment, spare parts account, warranty transition plan, training, and helicopter delivery to Miami-Dade COUNTY.

- HELICOPTERS #1 to 4	$16,972,012.13 USD, for each Helicopter
- Loose Equipment	$1,073,840 USD

3. PAYMENT

3.1 Payment of the total HELICOPTER price shall be made through direct bank transfer to the Bank designated by CONTRACTOR, against CONTRACTOR's commercial invoices, by installments, each and all to constitute a deposit, as follows:

a) First payments of USD THIRTEEN MILLION FIVE HUNDRED SEVENTY-SEVEN THOUSAND SIX HUNDRED AND NINE AND SEVENTY CENTS ($13,577,609.70 USD) shall be made within 30 County business days from the date of signature of the CONTRACT No. RFP 01424.

b) Balance payment per HELICOPTER shall be USD THIRTEEN MILLION FIVE HUNDRED SEVENTY SEVEN THOUSAND SIX HUNDRED AND NINE AND SEVENTY CENTS (13,577,609.70) made as specified in Exhibit A (Helicopter Payment Schedule) to this Attachment B pursuant to the conditions set forth herein regarding delivery and acceptance of the helicopters. Payment shall be made within 30 County business days after transfer of title to the County.

c) Title transfer of the new HELICOPTERS and risk of loss shall transfer to COUNTY in accordance with final acceptance and title transfer of the helicopters by the County. Transfer of title will take place at Miami-Dade COUNTY, Florida.

3.2 HELICOPTER Milestone Payments, Delivery and Final Acceptance assumes:

a) Distribution of milestone payments, specified in Exhibit A for the HELICOPTER, are based on the completion of work confirmed during the inspection process detailed in Section 1 of the GENERAL TERMS – INSPECTION, ACCEPTANCE, AND TITLE herein and as outlined in section 2 below, including flight tests conducted in accordance with the Flight Test Check List (Exhibit B) process.

b) Condition of each HELICOPTER at milestone delivery dates as specified above:

All work completed and equipment installed in accordance with Attachment A. A test flight conducted under FAA (Form 8130-7) Special Flight Permit will be performed by an AgustaWestland and a Miami-Dade COUNTY Pilot. COUNTY will conduct an on-site verification at the CONTRACTOR's facilities in accordance with the Flight Test Check List (Exhibit B) and confirm that the individual kits and equipment identified in Attachment A is installed in the aircraft.

At final acceptance the COUNTY will conduct a flight test check in accordance with the Flight Test Check List (Exhibit B) and be provided by AgustaWestland a Standard Certificate of Airworthiness as issued by the FAA.

c) COUNTY will complete Acceptance of each helicopter at designated COUNTY facility.

d) Payment of the total Contract price as specified in Paragraph 2 above shall be made via bank wire transfer to CONTRACTOR's account listed below:

BANK WIRE TRANSFER INSTRUCTIONS

ACCOUNT NAME:	AgustaWestland Philadelphia Corporation 3050 Red Lion Road Philadelphia PA 19114
BANK NAME:	Wells Fargo Bank, N.A. 130 S. Juniper Street Philadelphia, PA 19109
ACCOUNT NUMBER:	2100011332005
ABA ROUTING NUMBER:	121000248
SWIFT BIC:	WFBIUS6S

Mark deposit as follows: For deposit on contract: **RFP 01424**

All banking costs and expenses related to the payments under Paragraph 3.1 above shall be at COUNTY's charge.

Compliance with US Regulations – All payments must be made by COUNTY. COUNTY understands and agrees that it will be required to provide various supporting documents including, but not limited to, corporate structure, banking information, personal addresses and photocopies of principals involved in the purchase and funding of the transaction, and any other items that CONTRACTOR may deem necessary to comply with US regulations and laws including the US Patriot Act.

5. SPECIAL CONDITIONS

The Parties agree to the following special conditions:

5.1 CONTRACTOR shall provide the COUNTY a Credit for AW139 Spare Parts, AgustaWestland Special Tools and Ground Support Equipment with a total value of ONE MILLION FIVE HUNDRED FIFTY THOUSAND U.S. DOLLARS ($1,550,00.00 USD). CONTRACTOR shall achieve this by Crediting THREE HUNDRED EIGHTY SEVEN THOUSAND AND FIVE HUNDRED U.S. DOLLARS ($387,500.00 USD) upon final acceptance of each helicoopter by the COUNTY and CONTRACTOR's receipt of the balance payment for each helicopter as listed in Exhibit A of this attachment.

Such Credit shall be used by COUNTY within three (3) years from the date of acceptance of Helicopter #4 for the purchase of AW139 Spare Parts, AgustaWestland Special Tools and Ground Support Equipment from CONTRACTOR. For the purpose of clarity such Credit shall not be applicable to the purchase of additional services or payment of FCP invoices. Should the COUNTY not have used all of the allocation alloted for Spare Parts, Special Tools and Ground Support within the three-year period specifed above, the COUNTY shall be entitled to a payment for any unused credit amount.

The list of AW139 Spare Parts, AgustaWestland Special Tools and Ground Support Equipment shall be agreed between CONTRACTOR and COUNTY at least six (6) months prior to the Projected Delivery Date for the Helicopter #1 and a Purchase Order (PO) shall be issued by COUNTY to CONTRACTOR. Payment for the initial AW139 Spare Parts,

Special Tools and Ground Support Equipment PO can be made using the Credit for AW139 Spare Parts, AgustaWestland Special Tools and Ground Support Equipment.

5.2 CONTRACTOR shall provide the pilot for a ferry flight for each of the AW139 Helicopters to Miami Executive Airport following the COUNTY's initial acceptance of the HELICOPTER at the CONTRACTORS production facility in Philadelphia, PA.

6. COUNTRY OF DESTINATION AND CERTIFICATION

6.1 COUNTY declares and CONTRACTOR acknowledges that the HELICOPTER(S) shall be registered in USA as the country of destination.

6.2 The HELICOPTER(S) will be delivered to the COUNTY with a Standard Certificate of Airworthiness issued by the FAA.

1. 1INSPECTIONS ACCEPTANCE AND TITLE

1.1 COUNTY shall retain the right to conduct inspections of the helicopters and helicopter production process. Throughout the helicopter build, the COUNTY, upon five calander days notice to the CONTRACTOR, may conduct inspections of the helicopter build. All inspection visits are at the expense of the COUNTY.

1.1.1 Green Aircraft Inspection at CONTRACTOR facilitites.
Inspection by the COUNTY to be made at the end of final assembly process or when the helicopter is still "green", prior to begining the customer equipment installation or helicopter completion process.

1.1.2 Completion Center Inspection at CONTRACTOR facilities.
Inspection by the COUNTY to be made at the end of the completion process. This inspection will include, but may not be limited to, operational checks of all customer specified equipment, and all required and mandated documentation to place the helicopter into service.

1.1.3 Flight Test Check List will be completed by the COUNTY and the CONTRACTOR at CONTRACTOR facilities. Inspection by the COUNTY will be conducted prior to taking delivery.
1.1.4 Final Inspecion and Acceptance at Miami-Dade COUNTY (Tamiami Airport)
Complete inspection of the helicopter, functionality, operability, Flight Test and Flight Test Check List and resolution of all discrepancies.

1.1.5 CONTRACTOR shall give COUNTY 15 (fifteen) day's written notice of the date on which the HELICOPTER shall be scheduled to be ready for inspection, acceptance and delivery.

1.1.6 COUNTY shall start the acceptance process at the CONTRACTOR's designated factory within 15 (fifteen) calander days from the date notified by CONTRACTOR, arranging at its own expense and risk, for its authorized and qualified representative, to perform the inspection and acceptance of the HELICOPTER(S).

1.1.7 Upon successful completion of the Final Acceptance and Inspection, COUNTY or its representative shall sign an acceptance certificate prepared by the CONTRACTOR in respect of the HELICOPTER, confirming that it is in accordance with the CONTRACT, and accepted by COUNTY and is ready for delivery.

1.1.8 Should COUNTY fail to attend the inspection within the above 15 (fifteen) calander days, the HELICOPTER(S) shall be deemed as accepted by COUNTY based on the CONTRACTOR's inspection and the certificate of conformity issued by CONTRACTOR's Quality Control Service shall replace in full the acceptance certificate.

1.1.9 Should COUNTY reject the HELICOPTER(S) on inspection and test due to demonstrated discrepancies which cannot be corrected during the acceptance process, then the CONTRACTOR shall take the necessary corrective action and shall notify to the COUNTY, in the shortest possible time, a new date on which the HELICOPTER(S) shall be ready for acceptance.
The COUNTY shall not be entitled to reject the HELICOPTER(S) purely on account of minor deficiencies and in the event of there being any such minor deficiencies the extent of these and remedial action for their removal by the CONTRACTOR shall be jointly agreed between the COUNTY and the CONTRACTOR during the inspection and acceptance process.

1.1.10 The COUNTY acknowledges that parts with a limited number of hours accumulated during the manufacturing process before certification might be installed on the HELICOPTER(S).

COUNTY agrees to keep indemnified the CONTRACTOR against all costs, expenses, claims and liabilities whatsoever arising out of the COUNTY and/or its representative's participation in the acceptance of the HELICOPTER and against all liability whatsoever for their death or injury or the loss of or damage to their belongings, except where the same resulted directly from the fault of the CONTRACTOR.

1.1.11 Following acceptance, in accordance with Paragraph 1 of Attachment B and provided that the obligations for payment in accordance with Paragraph 3 of the Attachment B have been fulfilled by COUNTY, title to the HELICOPTER(S) and other SUPPLIES, shall be transferred to and vest in COUNTY free and clear of any encumbrances, liens, privileges, claims and rights of others. Upon transfer of title the HELICOPTER(S) shall be deemed delivered pursuant to the CONTRACT.

1.1.12 COUNTY shall bear, from the time of title transfer, all risks of loss or damage, costs and expenses relating to the HELICOPTER(S) and other SUPPLIES to be delivered as the contract goods, such as but not limited to storage charges, loss or damage, transportation, insurance, maintenance.

2. CHANGES

2.1 Engineering changes required to meet airworthy standards and improvements, which result in modifications, changes or replacements in the SUPPLIES, but do not affect price, schedule, installation or interchangeability of major assemblies thereof, shall be made prior to final acceptance by the COUNTY.

2.2 CONTRACTOR shall be entitled to incorporate in any of the SUPPLIES any change, which in CONTRACTOR's judgment is as a result of a compulsory modification required by the FAA or EASA, and must necessarily be carried out for reasons of flight safety, and such changes are hereby irrevocably consented to by COUNTY.

2.3 CONTRACTOR may propose to COUNTY modifications which CONTRACTOR deems desirable and which may cause changes to the price and/or to the Projected Delivery Date. When proposing such modification to COUNTY, CONTRACTOR shall indicate the resulting change in price and/or Projected Delivery Date. Should COUNTY accept the proposed modification, COUNTY shall give written confirmation to CONTRACTOR within 15 (fifteen) calander days from the date of CONTRACTOR's notice or a time period mutually agreed to by the parties. If no reply is received by CONTRACTOR within the said period, the proposed modification shall be considered as not accepted by COUNTY.

2.4 COUNTY may ask for modifications to be incorporated in any of the SUPPLIES. Such requests shall be made in writing within a reasonable time, as determined by the CONTRACTOR, to incooporate the modification prior to the Projected Delivery Date, and in writing within a reasonable time, as determined by the CONTRACTOR prior to the Projected Delivery Date for major changes. The CONTRACTOR shall propose the resulting change in price and/or Projected Delivery Date and any agreement between the Parties regarding the modifications shall be made in writing in accordance with Paragraph 11.2 below.

3. WARRANTY

The warranty provisions granted by the CONTRACTOR under Attachment C - Warranty, are applicable for civil operation use only in accordance with the civil flight manual and maintenance manual and are accepted by the COUNTY in place of any other warranty, express or implied, including but not limited to any warranty of merchantability and fitness for purpose, which is hereby irrevocably waived to the fullest extent permitted under the governing law.

It is understood between the Parties that this Contract is not for any distributorship purpose and therefore the warranty will be granted only to the benefit of the COUNTY unless otherwise authorized in writing by the CONTRACTOR.

4. EXCUSABLE DELAYS

4.1 The Projected Delivery Dates represents the CONTRACTOR's obligation to delivery the SUPPLIES and is based on: (1) timely receipt by CONTRACTOR of all information necessary to permit CONTRACTOR to proceed with work without delay and without interruption, and (2) COUNTY's compliance with the payment terms.

4.2 While CONTRACTOR shall provide the services described herein in a competent and professional manner satisfactory to achieve the scheduled acceptance date, CONTRACTOR shall not be liable or responsible for delays or non-compliance resulting from any event beyond the reasonable control of CONTRACTOR, including, but not limited to compliance with any applicable regulation of civil or military authority, technical changes due to flight safety reasons, acts of any Government or on behalf of them, war declared or undeclared, insurrection, riot or other acts of civil disobedience, embargo or trade restriction, delays or shortages in transportation, fuel, vendors' and/or SUBCONTRACTORs' delays, strikes, lockouts, slowdowns, labor disputes, fire, accident, explosion, epidemic, unusually severe weather, flood, earthquake, delay to certification, failure in performance of a SUBCONTRACTOR or other acts of nature.

CONTRACTOR shall give written notice to COUNTY of the events causing the excusable delay. Any such event shall delay the Projected Delivery Date to the extent of the excusable delay.

4.3 In the event of an excusable delay exceeding one hundred and eighty (180) calander days, the COUNTY may cancel the undelivered portion of this CONTRACT, by giving the CONTRACTOR written notice and the sole liability of CONTRACTOR shall be for the return of any Deposit received on such undelivered portions. No interest shall be paid by CONTRACTOR to COUNTY on such amounts.

4.4 Delays deriving from changes as per Paragarph 2.2 of these General Terms shall be considered "excusable" and ruled by the provisions of this Pargraph 4 of General Terms. In such circumstances, Paragraph 4.3 of General Terms shall not be applicable.

4.5 Any delay in payments, pursuant to Article 9 - METHODS AND TIME OF PAYMENT of Contract No. RFP 01424, due from COUNTY under this Contract may entitle CONTRACTOR to postpone the Projected Delivery Date and reschedule it for the next slot available in accordance with CONTRACTOR's production plan following COUNTY's payment, without prejudice, however, to CONTRACTOR's rights under Paragraph 6, of General Terms herein, but not later than three months beyond the projected delivery date as initially scheduled.

5. LIQUIDATED DAMAGES

5.1 In case of a delay of more than ninety (90) working days in the Delivery Date caused by CONTRACTOR, COUNTY shall have the right to claim as liquidated damages and its sole remedy, an amount of three percent (3%) of the price of each delayed HELICOPTER for each complete week (0.15% per week) following the said ninety (90) working day period up to a maximum period of twenty (20) weeks.

5.2 In no event, except for CONTRACTOR's willful misconduct or negligence shall CONTRACTOR be liable for COUNTY's loss of profit or revenues, loss of use of the HELICOPTER or any associated equipment, cost of capital, cost of substitute equipment, facilities, services claims of COUNTY's customers for such damages, or for any indirect, special, incidental or punitive damages or exemplary damages of any kind.

5.3 The above provisions of 5.1 and 5.2 are subject to mandatory provisions to the contrary under the applicable law, if any apply.

6. TERMINATION

6.1 In case of CONTRACTOR's failure, for any cause other than an event described in Paragarph 4 of the General Terms, to deliver SUPPLIES in accordance with this CONTRACT and where the

failure has remained unresolved at the date of reaching the maximum amount of the liquidated damages, as provided for under Paragraph 5 of General Terms, COUNTY may terminate this CONTRACT by giving written notice to CONTRACTOR to this effect. In such event the sole liability of CONTRACTOR, in addition to the return to COUNTY of the Deposits received by CONTRACTOR on the undelivered portion of the CONTRACT and subject to mandatory provisions to the contrary under the applicable law, shall be for the payment of the liquidated damages in accordance with Paragarph 5 of General Terms for the amount corresponding to the undelivered SUPPLIES.

COUNTY shall not be entitield to reimbursement to any Deposits unless this CONTRACT is terminated for CONRACTOR's default in accordance with Paragraph 6.1 or in acccordance with Paragraph 4.3 of these General Terms.

6.2 Without prejudice to any generally applicable provisions of law which may entitle CONTRACTOR to terminate or withdraw from this CONTRACT, any of the following events shall be expressly considered a material breach of COUNTY's obligations hereunder and entitle CONTRACTOR to terminate or, if the CONTRACTOR so chooses, withdraw from this CONTRACT with immediate effect by giving written notice to the COUNTY:

a) In case any Deposit and/or any payment otherwise due by COUNTY, has not been receivedby the CONTRACTOR pursuant to the payment terms outlined in COUNTY Contract No. RFP 01424 – Article 9 (**METHOD AND TIMES OF PAYMENT**);

b) In case of COUNTY's failure to accept the HELICOPTER(s) in accordance with Paragraph 1 of these General Terms and where such failure has not been cured within fifteen (15) County business days of CONTRACTOR providing written invitation to COUNTY to cure such breach;

c) In case of termination of or CONTRACTOR's withdrawal from this CONTRACT due to COUNTY's default under this Paragarph 6.2, the CONTRACTOR shall have no further obligation towards the COUNTY and all Deposit(s) (if any) previously paid by the COUNTY shall be retained by CONTRACTOR, to be considered as liquidated damages in case of termination without prejudice to CONTRACTOR's right to recover from COUNTY further damages CONTRACTOR may have suffered.

6.3 Upon receipt of notification that the COUNTY intends to cancel the AW139 Purchase Agreement (Attachment B), in whole or in part:

a.) AWPC has the right to terminate the equivalent number of the four Lease Contracts.

b.) Upon Termination each Lease Contracts(s) AWPC shall issue tender(s) and Offer(s) to sell the Bell 412 Helicopters to the COUNTY for:

i.) The Price AWPC Paid plus a fee for the Term of their Use by the COUNTY;

ii). Charge a Flat Fee for handling each of the transactions to retitle each Bell 412 to the COUNTY;

iii.) In addition, AWPC shall invoice and COUNTY shall pay for any termination for convenience charges for work that may be in progress.

iv.) Cancel/Terminate the Full Components Plan Contract.

6.4 Upon receipt of notification that the AWPC intends to cancel the AW139 Purchase Agreement (Attachment B), in whole or in part:

a.) AWPC Terminates Lease Contract for one or more aircraft.

b.) Upon Termination of each of the four Lease Contracts, AWPC tenders an Offer to sell each of the Bell 412 Helicopters to the COUNTY for:

i). The Price AWPC Paid;

ii). Charge a Flat Fee (no more than $5,000) for handling each of the transactions to retitle each Bell 412 to the COUNTY; and,

iii.) Cancel the FCP Contract

7. WAIVER

Any failure of either Party to exercise any right, power, or remedy hereunder shall not be deemed as a waiver thereof, nor shall any single or partial exercise thereof preclude any further exercise of any such right, power or remedy.

8. EFFECTIVE DATE

This CONTRACT shall be effective on the date stated on Page 1 of the County Contract No. RFP 1424.

9. TARIFFS

COUNTY shall pay, in addition to the purchase price set forth in the CONTRACT, all applicable excise tariffs, and any similar taxes or charges (other than CONTRACTOR's income taxes) attributable to the sale of the SUPPLIES, or otherwise applicable to this transaction whether imposed on COUNTY or CONTRACTOR and wherever and whenever imposed.

10. ASSIGNMENT

This CONTRACT or its benefits and obligations shall not be assignable or transferable by either Party without prior written consent by both COUNTY and CONTRACTOR. The assigning Party shall inform the non-assigning Party in writing and require consent at least sixty (60) calander days in advance.

CONTRACTOR has the right, pursuant to COUNTY's consent, to assign or transfer this CONTRACT or its rights and obligations to its controlling, controlled or affiliated companies.

See Article 19 of the County Contract No. RFP 01424.

11. ENTIRE UNDERSTANDING

11.1 This CONTRACT inclusive of its Exhibits constitutes the entire understanding between the Parties in respect of the subject hereof and supersedes all prior representations, arrangements, undertakings or agreements, whether written or oral, between the Parties.

11.2 Any amendment to this CONTRACT shall be valid only when made in writing and signed by the Parties.

EXHIBIT A

AgustaWestland AW139 Helicopter Payment Schedule

		Down Payment			Final Payment	
Helicopter	**Purchase Price**	**% Down**	**Amt. Down**	**Balance**	**Percentage**	**Payment**
Helicopter #1	$16,972,012.13	20%	$3,394,402.43	$13,577,609.70	80%	$13,577,609.70
Helicopter #2	$16,972,012.13	20%	$3,394,402.43	$13,577,609.70	80%	$13,577,609.70
Helicopter #3	$16,972,012.13	20%	$3,394,402.43	$13,577,609.70	80%	$13,577,609.70
Helicopter #4	$16,972,012.13	20%	$3,394,402.43	$13,577,609.70	80%	$13,577,609.70
Totals	**$67,888,048.52**		**$13,577,609.70**	**$54,310,438.82**		**$54,310,438.82**

EXHIBIT B

FLIGHT TEST CHECK LIST

FLIGHT TEST CHECK LIST

MARKS ..... **S/N** .....

OWNER:

All checks and manoeuvres shall be performed in accordance with the procedures and limitations described in the relevant chapter of the applicable flight manual.

Date :	.....	**Airport :**	.....
Crew :	.....	**A/P alt :**	.....
	.....	**QNH :**	.....
	.....	**OAT :**	.....
Pax :	.....	**TO time :**	.....
	.....	**Landing time :**	.....
	.....	**FLT time :**	.....
Fuel :	.....		
GW :	.....		
C.G. :	.....		

SYMBOLS :	V	SATISFACTORY	N.A.	NOT APPLICABLE
	X	UNSATISFACTORY	.....	Write instr. reading

AGUSTA PILOT
.....

CUSTOMER
.....

BRIEF ACRONYMUS LIST

AFCS	Auto Flight Control System
FMS	Flight Management System
ICS	Inter Communication System
ITT	Inter Turbine Temperature
LG	Landing Gear
MFD	Multifunction Flight Display
NG	Compressor Speed Indication
NVG	Night Vision Goggle
RPM	Round per Minute
OAT	Outside Air Temperature
PFD	Primary Flight Display
PMS	Power Management Switch
TQ	Torque

PRE STARTING CHECKS

1.	PRE STARTING CHECKS		NOTE
1.1	External Inspection	☐	
1.2	Internal Inspection	☐	
	Seats, belt, harnesses, markings	☐	
1.3	Crew storm windows	☐	
1.4	Power up	☐	
1.5	Caution and warning lights	☐	
1.6	Pilot PFD checks	☐	
1.7	Pilot MFD pages checks	☐	
1.8	Co-pilot PFD checks	☐	
1.9	Co-pilot MFD pages checks	☐	
1.10	Test panel checks	☐	
1.11	Hydraulic Electric Pump	☐	
1.12	Flight controls checks	☐	
1.13	Internal/external lightning	☐	
1.14	Landing light	☐	

ENGINE START

2	ENGINE START		NOTE
2.1	Engine Start Procedure	☐	
	Engl Ng % at automatic disengage ..... Max ITT °C		
	Eng2 Ng % at automatic disengage ..... Max ITT °C		
2.2	Rotor RPM Low warning NR %	☐	
2.3	TQ match TRQ 1 ..... TRQ 2		
	ITT match ITT 1 ..... ITT 2		
2.4	Manual Start ENG #.....	☐	
2.5	Training Mode Test	☐	

BEFORE TAKE OFF CHECKS

3	BEFORE TAKE-OFF CHECKS		NOTE
3.1	FUEL system	☐	
3.2	ELECTRICAL system	☐	
3.3	HYDRAULIC system	☐	
3.4	AFCS Test	☐	
3.5	FMS check		
	POS INIT ☐ FPL activation	☐	
	PERF INIT ☐ PLAN page	☐	
	MAP page ☐		
3.6	Radar Altimeters DH test	☐	
3.7	Taxi and brakes check	☐	
3.8	Power check: OAT °C ..... ALT (ft)		
	Eng. 1: N1 % ..... ITT °C ..... TRQ %		
	Eng. 2: N1 % ..... ITT °C ..... TRQ %		
3.9	Engine Air Particle Separator Check (EAPS)	☐	

HOVERING FLIGHT

4	HOVERING FLIGHT		NOTE
4.1	Lift-off to hover	☐	
4.2	Control and vibration checks	☐	
4.3	Take off and transition to level flight	☐	
4.4	4 Axis Autopilot Hover Mode checks	☐	

LEVEL FLIGHT

5	LEVEL FLIGHT			NOTE
5.1	Landing gear : UP		☐	
5.2	Vibration level & controllability up to V_h		☐	
5.3	Engine check at V_h			
	Engine 1 oil ..... bar ..... °C		☐	
	Engine 2 oil ..... bar ..... °C		☐	
5.4	Engine OEI switch (Training Mode)		☐	
5.5	Engine 102 % RPM		☐	
5.6	Transmission oil ..... bar ..... °C		☐	
5.7	Engine Air Particle Separator check		☐	
5.8	Windshield wiper checks		☐	
5.9	COND system ☐ HEATER		☐	
5.10	Flight instruments checks	Pilot	Co-pilot	
	Airspeed indicator	☐	☐	
	Altimeter	☐	☐	
	Vertical speed indicator	☐	☐	
5.11	Autorotation controllability checks		☐	
	Autorotation scale		☐	
	Rotor RPM High warning		☐	
	Power recovery from autorotation		☐	
5.12	Communication and Navigation systems		☐	
	CREW ICS ☐ CABIN ICS		☐	
	COM 1 ☐ COM 2		☐	
	VOR 1 ☐ VOR 2		☐	
	DME ☐ ADF		☐	
	FMS 1 ☐ FMS 2		☐	
5.13	Transponder check		☐	
5.14	A.F.C.S - 120 KIAS Level flight			
	SAS ☐ ATT		☐	
	AP1 ☐ AP2		☐	
5.15	Weather Radar P-701 check		☐	
5.16	Digital Map Generator check		☐	
5.17	4 Axis autopilot check		☐	

LEVEL FLIGHT (continued)

5.18	Flight Director checks			
	HGD	☐	ALT ☐	
	RHT	☐	ALTA ☐	
	IAS	☐	VS ☐	
	VOR	☐	VAPP ☐	
	LNAV	☐	PRV ☐	
	LOC	☐	GS ☐	
	ALVL	☐	GA ☐	
	PFD auto reversion check			
	(on coupled ILS approach)		☐	

MISSION EQUIPMENTS

6	MISSION EQUIPMENTS			NOTE
6.1	External hoist functional test			
	UP	☐	DOWN ☐	
6.2	Under fuselage cargo hook functional test			
	Hook indicator	☐		
6.3	Cargo Hook Video Cameras		☐	
6.4	Passenger's ICS 12 places functional test		☐	
6.5	FLIR Check (Talon System)		☐	
6.6	NVG light		☐	
6.7	TCAS		☐	
6.8	FDR/CVR		☐	
6.9	External Loudspeaker		☐	
6.10	Central Skyquest Display (5th Display)		☐	

LANDING

7	LANDING		NOTE
7.1	L.G. caution audio	☐	
7.2	L.G. down	☐	
7.3	Parking brake	☐	
7.4	PMS ground idle:		
	Eng. 1 Ng ..... %		
	Eng. 2 Ng ..... %		
7.5	PMS OFF	☐	
7.6	Rotor brake	☐	
7.7	Post-flight checks	☐	
7.8	Checks for int. or ext. leaks	☐	
7.9	Complete records	☐	

AW139
FULL COMPONENTS PLAN (FCP)

BETWEEN

AGUSTAWESTLAND PHILADELPHIA CORPORATION

AND

MIAMI-DADE COUNTY

TABLE OF CONTENTS

I. AGREEMENT 3
II. PLAN COVERAGE & EXCLUSIONS 4
III. PLAN RATE 7
IV. CUSTOMER'S DUTY 7
V. PLAN PROCEDURES 8
VI. LOGISTIC SUPPORT GUARANTEE 13
VII. PAYMENT 18
VIII. WARRANTY 19
IX. TERMINATION 19
X. ADMINISTRATION AND NOTICES 21
XI. TITLE 23
XII. ASSIGNMENT 23
XIII. DISPUTES, APPLICABLE LAW AND JURISDICTION 23
XIV. FORCE MAJEURE 23
XV. AMENDMENTS AND WAIVERS 24
XVI. TRANSFER 24
XVII. COUNTY USER ACCESS PROGRAM (UAP) 25
XVIII. ENTIRE AGREEMENT 30
APPENDIX A - OPTIONAL EQUIPMENT LIST 32
APPENDIX B – MMIR FORM 33
APPENDIX C - MONTHLY OPERATING REPORT 37
APPENDIX D - ESCALATION 39
APPENDIX E - DEFINITIONS 40
APPENDIX F – AW139 BASIC CONFIGURATION COVERED BY THEFULL COMPONENTS PLAN 45

I. AGREEMENT

This Full Components Plan Agreement, hereinafter referred to as the "**AGREEMENT**", establishes the terms and conditions controlling the Full Components Plan, hereinafter referred to as the "FCP", concerning the repair, overhaul and provisioning of replacement spare parts for the helicopter type as specified below. This AGREEMENT is made by and between:

AGUSTAWESTLAND PHILADELPHIA CORPORATION, a Delaware corporation with a place of business at 3050 Red Lion Road, Philadelphia, PA 19114,

hereinafter referred to as "**COMPANY**" or "**CONTRACTOR**";

and

MIAMI-DADE COUNTY, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128,

hereinafter referred to as the "**CUSTOMER**" or "**COUNTY**";

together hereinafter called the "**PARTIES**" and individually a "Party";

WHEREAS, this **AGREEMENT** is entered into regarding the supply of spare parts of four (4) AW139 helicopters purchased by the CUSTOMER from COMPANY, or an affiliate of COMPANY, including Leonardo S.p.A. (hereinafter referred to as "LHD") under Contract No. RFP 01424

(hereinafter referred to as "CONTRACT"). The helicopters are described as follows:

Helicopter Type:	**AW139**
Helicopter Serial Number(s):	**To be provided by AgustaWestland at time of helicopter acceptance**
Registration Number:	**To be provided by AgustaWestland at time of helicopter acceptance**
Operation Type:	**EMS / Utility**

The helicopter described above shall hereinafter be referred to as the "Subject Helicopter".

Now therefore, the PARTIES agree as follows:

PLAN COVERAGE & EXCLUSIONS

A. Plan Coverage:

1. Pursuant to the terms and conditions of this AGREEMENT, COMPANY shall provide repair, overhaul, and replacement spare parts for the Subject Helicopter (Basic Configuration) covered components specified in Appendix F and optional equipment specified in Appendix A ("Covered Component or Part"), at a specified rate per flight hour.

2. Delivery terms for the Covered Components or Parts shall be Ex Works (Incoterms 2010) at COMPANY facilities, including Philadelphia and any other Supply Center worldwide, or any other Approved Supply Source worldwide, or any COMPANY's designated vendor worldwide (any of the foregoing, an "COMPANY Delivery Location"). In case the replacement part is delivered from a COMPANY's vendor, COMPANY shall arrange and coordinate the delivery to CUSTOMER.

3. Delivery terms for the Unserviceable Covered Components or Parts to be returned by CUSTOMER to COMPANY under this AGREEMENT shall be DAP (Incoterms 2010) at COMPANY designated premises.

4. The Covered Component or Part shall mean parts and assemblies installed on the Subject Helicopter. This AGREEMENT shall apply only to:

   i. the original configuration of the Subject Helicopter as it was delivered new by COMPANY;
   ii. to those parts purchased by CUSTOMER directly from an Approved Supply Source (if so instructed by COMPANY);
   iii. those parts that have been overhauled or repaired by an Approved Repair/Overhaul Facility (if so instructed by COMPANY);
   iv. Items which have been operated, stored, tested, and maintained in accordance with the helicopter Maintenance Manuals, Service Bulletins, and other written instructions of COMPANY or COMPANY's designated vendors.

5. COMPANY or COMPANY's designated vendors shall have the right to discontinue the supply of a Covered Component or Part which has been superseded by another configuration. In such cases, COMPANY or COMPANY's designated vendors may supply such superseding Covered Component or Part to the CUSTOMER and such superseding part shall be deemed to be a Covered Component or Part for all purposes under this AGREEMENT.

6. In the event the CUSTOMER will purchase, operate or maintain any AW139 helicopter(s) in addition to the Subject Helicopters as defined above ("Additional Helicopters"), the CUSTOMER shall enroll each of these

Additional Helicopters into this AGREEMENT within thirty (30) calendar days from the date of acceptance. For each Additional Helicopter a buy-in fee, if applicable, shall be calculated by COMPANY based on Flight Hours accrued on the Additional Helicopter and its components. The Parties shall agree to a dedicated payment plan for the Additional Helicopters buy-in fee. Each Additional Helicopter, depending on configuration, may have the same or similar flight hour rate. The enrolment of the Additional Helicopters, together with any associated change to the operational requirements for the fleet, shall be executed through an Amendment to the present AGREEMENT.

7. In the event any Subject Helicopter covered by this AGREEMENT is permanently removed from service for any reason, CUSTOMER shall notify COMPANY of such removal within thirty (30) calendar day notice and such helicopter shall cease to be subject to this AGREEMENT and shall cease to be a "Subject Helicopter" for purposes of this AGREEMENT. The removal of the helicopter, together with any associated change to the operational requirements for the fleet, shall be executed through an Amendment to the present Agreement, with the possibility of a price adjustment depending on the circumstances of the removal.

B. Plan Exclusions:

In no event shall the Full Components Plan apply to the following items/conditions:

1. Any charges for any and all types of labor including without limitation: gaining access to, removing, inspecting, trouble-shooting, repairing, or reinstalling any Covered Component or Part unless so directed by COMPANY.

2. Engines and engine accessories.

3. Honeywell Primus Epic System.

4. Any repair or replacement of a Covered Component or Part required as a result of Abuse.

5. Any costs attributable to Optional Maintenance (as defined in Appendix E) or to any optional bulletins issued by LHD or its vendors, unless specifically approved in writing by COMPANY.

6. Covered Component or Part purchased from, or repairs performed by, a source other than an Approved Supply Source or an Approved Repair/Overhaul Facility unless specifically approved in writing by COMPANY. CUSTOMER shall request such approval in advance from COMPANY.

7. Any use of the Subject Helicopter that exceeds or deviates from normal use as determined by COMPANY or LHD, including without limitation, military and/or armed helicopters or helicopters used in areas of conflict or combat type maneuvers.

8. Any costs associated with transportation, including freight charges, insurance, customs duties, tariffs, all Federal, State, Provincial or local taxes, including ad valorem, VAT, sales, or use taxes assessed on a Covered Component or Part or services.

9. Covered Components or Parts removed from service before the published overhaul, time life or inspection interval has been reached due to local airworthiness authority requirements that differ from those of European Aviation Safety Agency (EASA) or Federal Aviation Administration (FAA), as specified in the AW139 Interactive Electronic Technical Publication (IETP).

10. Any Component(s) or Part(s) required for any Service Bulletin if the CUSTOMER has exceeded the bulletin incorporation date as specified in the bulletin, provided that (a) those Components or Parts have been supplied by COMPANY to CUSTOMER in sufficient time for it to have reasonably met such bulletin incorporation date and (b) COMPANY has used all commercially reasonable endeavors to ensure that all possible time extensions are obtained and approved by the airworthiness authorities of the countries where CUSTOMER may operate Subject Helicopter(s).

11. Aircraft paint, upholstery, carpets, interior and panels.

12. Ground support equipment, tools, fuels, lubricants and consumables.

13. CUSTOMER's discretionary removal of a Covered Component or Part.

14. Any optional equipment/kit not defined in Appendix A.

15. Any part or component with a list price of US$1,000.00 (One Thousand USD) or less.

All costs associated with the exclusions of this AGREEMENT shall be borne by the CUSTOMER.

III. PLAN RATE

The agreed rate per flight hour for the Full Components Plan (hereinafter referred to as the "Plan Rate"), is as follows:

FULL COMPONENTS PLAN RATES	
BASIC HELICOPTER CONFIGURATION As detailed in APPENDIX F of this document Plan Rate per Flight Hour up to 6 landings/FH (Economic condition 2019	**$922.00** **(USD)**
Delta price for each landing/FH above six (6.) (Economic condition 2019):	**$33.00** **(USD)**
ADDITIONAL KITS As detailed in APPENDIX A of this document Delta Plan Rate per Flight Hour (Economic condition 2019):	**$151.86** **(USD)**
TOTAL HOURLY RATE	**$1,073.86** **(USD)**

Each month, the CUSTOMER shall pay COMPANY, in accordance with Article VI of this AGREEMENT, a sum based on the Plan rate as set forth above, multiplied by the total number of flight hours for the Subject Helicopter during the immediately preceding month.

The CUSTOMER shall furnish to COMPANY on the 10th of each month, a Monthly Operating Report (Appendix C) of the Subject Helicopter's actual Flight Hours for the immediately preceding month. This report shall be submitted to COMPANY's Warranty Administration Department by e-mail or fax as specified in this document.

The Plan Rate shall be adjusted at the beginning of each new calendar year for the whole duration of the AGREEMENT, through the application of the price escalation formula as set forth in Appendix D.

IV.CUSTOMER'S DUTY

A. CUSTOMER shall operate, maintain, and repair, or cause to be operated, maintained, and repaired the Subject Helicopter and its Covered Components or Parts in accordance with the applicable Rotorcraft Flight Manual (RFM), Manufacturer's Maintenance Manuals, Service Bulletins, operating limitations, or

the equivalent, as they may be amended from time to time, or other written directions from COMPANY or LHD or its vendors at any time throughout the term of this AGREEMENT.

B. CUSTOMER shall properly record and maintain the logbook and records for the Subject Helicopter recording all Flight Hours and where applicable, calendar times and cycles. CUSTOMER shall record in the logbook of the Subject Helicopter all operating events including abuse or damage, component removal or installation, modifications of the Subject Helicopter or components, repairs or maintenance prescribed by COMPANY, LHD or its vendors, and actions required by the appropriate airworthiness authority.

C. CUSTOMER shall permit inspection of such books and records or shall furnish copies thereof, at reasonable times, as requested by COMPANY or its duly authorized representatives. COMPANY shall provide a thirty (30) calendar days written notice to CUSTOMER.

D. CUSTOMER hereby warrants to COMPANY that at all times, Covered Components or Parts exchanged under the Full Components Plan have been and/or shall be used only on the Subject Helicopter unless otherwise approved or directed in writing by COMPANY.

E. CUSTOMER shall at all times comply with all terms and conditions of this AGREEMENT.

V. PLAN PROCEDURES

A. Scheduled Replacement of Covered Overhaul & Retirement Parts:

1. If the Covered Component or Part to be replaced has a scheduled overhaul or retirement life as published in the applicable maintenance manuals, then the CUSTOMER shall submit an advance notice MMIR Form (Maintenance, Malfunction, Information, Report), as attached in Appendix B (including any amendments, modifications or supplements thereof), to COMPANY's Warranty Administration Department together with the relevant FCP Plan Order using the LHD Leonardo Customer Portal, as specified in this document. At least the information regarding the aircraft serial number, component Pafrt Number and reason for removal must be provided at least sixty (60) calendar days prior to the date the CUSTOMER reasonably expects the Covered Component or Part to reach its scheduled replacement. Within sixty (60) calendar days of receipt of such notice COMPANY will arrange for a replacement component or part provided to the CUSTOMER. The CUSTOMER shall communicate all changes in the expected "Need Date" to COMPANY throughout this period.

   Within five (5) COUNTY's business days (as defined in Appendix E) from the delivery of the replacement part from COMPANY to CUSTOMER, the

CUSTOMER shall complete the MMIR Form including all the supporting documentation (component return tag, components log card) as applicable, together with the relevant order for the replacement part, reference Article VI.E

2. If any Covered Component or Part with a scheduled overhaul or retirement life as published in the applicable maintenance manuals, is removed from service with more than fifty (50) hours or fifty (50) Cycles remaining, whichever is the lesser, or one (1) month prior to achieving its Designated Service Life, COMPANY shall invoice CUSTOMER for an amount equal to the overhaul cost per hour, Cycle, or month, whichever is applicable, multiplied by the number of hours, Cycles, or months which exceeds fifty (50) hours, fifty (50) Cycles or one (1) month, whichever is applicable.

B. Repair or Replacement of Covered Component or Part:

1. Except for scheduled replacements of a Covered Component or Part as provided in paragraph (V.A.) above, the CUSTOMER shall perform an initial assessment to determine whether the Covered Component or Part can be locally repaired or must be sent to COMPANY or an COMPANY approved vendor for repair/replacement.

2. If the CUSTOMER determines that a Covered Component or Part can be locally repaired, the CUSTOMER shall place an order for the required detail parts. COMPANY shall issue a credit to CUSTOMER for the detail parts and applicable labor rate in the country per man-hour, based on reasonable man-hours for such repairs.

NOTE:
COMPANY, LHD or their designated Vendor may, at COMPANY's option and expense, send an Area Representative to verify the condition of the Covered Component or Part. In case of AOG, the visit of the COMPANY's Area Representative shall take place within twenty-four (24) hours from receipt of CUSTOMER's notification, or as agreed in writing between the PARTIES.

3. If the CUSTOMER determines that a Covered Component or Part cannot be locally repaired or if a local repair is not possible, then the provisions of sub-paragraphs (a) through (e) of this section shall apply.

   (a) The CUSTOMER shall place an order for a replacement part and submit the MMIR Form (Maintenance, Malfunction, Information, Report), attached in Appendix B, (including any amendments, modifications or supplements thereof), to COMPANY's Warranty Administration Department through the LHD Leonardo Customer Portal. The MMIR will have to include all the supporting documentation (component return tag, component log card) as

applicable, together with the relevant order for the replacement part.

(b) COMPANY will dispatch a Serviceable Covered Component or Part to the CUSTOMER's designated facility in exchange for the CUSTOMER's Covered Component or Part.

(c) For any unscheduled removal of a Covered Component or Part with a Designated Service Life, COMPANY may authorize an Approved Supply Source to provide a Serviceable replacement which is not new but which has at least 600 hours of Designated Service Life remaining, if a new or overhauled replacement is not available.

(d) If the CUSTOMER orders and obtains a replacement for any unscheduled removal of a Covered Component or Part which, in the sole judgment of COMPANY and/or its designated vendor, could have been repaired locally, then the CUSTOMER is responsible for payment of the difference in cost between the estimated reasonable cost of such repairs, which will be determined solely by COMPANY, and the retail price of the replacement part.

(e) In the case of the removal of a Covered Component or Part which is returned to COMPANY by the CUSTOMER and determined to have No Fault Found, the CUSTOMER will be charged a fee for COMPANY's cost for re-certifying the removed item and returning it to a similar status of the replacement item or the full price list should the re-certification prove to be not feasible. The re-certification fee shall have a minimum amount of US $4,000 (four thousand USD) and shall not exceed the twenty-five percent (25%) of the New Component List Price applicable at the date of the re-certification.

4. All unscheduled orders for Covered Components or Parts, or details thereof, must be placed directly with COMPANY or a COMPANY Approved Supply Source by the CUSTOMER. COMPANY reserves the right to supply new or reconditioned units, at its own discretion.

5. If the CUSTOMER is unable to determine the condition of a Covered Component or Part or requires technical assistance in determining the Serviceability of a Covered Component or Part, the CUSTOMER shall contact COMPANY through its appropriate Area Representative or COMPANY's Customer Support Engineering department at the address and telephone number hereinafter set forth in this document. COMPANY shall provide such technical assistance services at no additional cost to the CUSTOMER, with the exception of technical assistance services required for the resolution of CUSTOMER induced damages and Abuse, which will be charged to CUSTOMER on a case-by-case basis.

6. All orders or other communications from CUSTOMER shall include a

reference to the AGREEMENT number.

C. Fuselage and Structure:

1. The CUSTOMER shall contact COMPANY's Customer Support Engineering Department at the address and telephone number hereinafter set forth in this document in the event of a necessary repair or replacement of any structural part and/or subassembly of the Subject Helicopter. The CUSTOMER shall provide to COMPANY's Customer Support Engineering a complete description of the affected area. COMPANY may provide repair instructions approved by, EASA FAA, or DOT, or may provide required replacement parts or subassemblies, as determined by COMPANY.

2. COMPANY shall provide reimbursement for Covered Parts and material for repairs, provided the need for repairs are not as a result of Abuse. The CUSTOMER shall provide all labor, fasteners and consumables. Upon determination of material or Covered Parts required for repair, COMPANY will endeavor to ship such Covered Parts or material to the CUSTOMER within a reasonable period of time, in accordance with the order priority (AOG, Urgent or Routine).

3. COMPANY may require that the Subject Helicopter be forwarded to a Fixture for repair or Covered Part replacement. In such cases, CUSTOMER shall be responsible for all costs associated with transportation of the Subject Helicopter to the Fixture, any Fixture rental charges, cosmetics, and any labor or costs associated with the same.

D. MMIR (Maintenance, Malfunction, Information Report) Notification:

CUSTOMER shall prepare and submit to COMPANY, in accordance with the process detailed within the LHD Leonardo Customer Portal, an MMIR Form (Maintenance, Malfunction, Information, Report), as attached in Appendix B, for all Covered Components or Parts replaceable under this AGREEMENT.

In order for COMPANY to activate replacement part delivery, the MMIR Form shall be initially submitted through the LHD Leonardo Customer Portal, with at least the information about aircraft Serial Number, component Part Number and reason for removal, together with the applicable zero value Full Components Plan Purchase Order. Within five (5) COUNTY's business days from submission of the Full Components Plan Purchase Order or delivery of the replacement part from COMPANY to CUSTOMER in case of scheduled replacement (as per Article V.A), the CUSTOMER shall complete the MMIR claim including all the supporting documentation (component return tag, component log card) as applicable, together with the relevant order for the replacement part.

COMPANY will then provide the CUSTOMER shipping instructions for the return of the unserviceable Covered Component or Part via a reply memo. If any mandatory information is missing from the MMIR, the CUSTOMER will have 15 COUNTY's business days from the MMIR completion request by COMPANY, to upload the MMIR with the information required. If, after this grace period, any mandatory information to evaluate the coverage under this Agreement remains missing, the value of the serviceable part provided by COMPANY will be invoiced to the CUSTOMER, and the part will become CUSTOMER's property.

E. Return of Unserviceable Covered Component or Part:

1. Within thirty (30) calendar days of receipt of a Serviceable Covered Component or Part, the CUSTOMER shall remove and return the Unserviceable Covered Part to the designated Approved Repair/Overhaul Facility in accordance with COMPANY's instructions. The CUSTOMER will be invoiced a fee of ten Percent (10%) of the Covered Component or Parts current list price per thirty (30) calendar day period for any part not returned within the above specified time.

2. Any Covered Component or Part returned to COMPANY or COMPANY's designated vendor shall be accompanied by a copy of the properly completed MMIR (Maintenance, Malfunction, Information Report), as attached in Appendix B (including any amendments, modifications or supplements thereof). If the Covered Component or Part has a service or retirement life, or otherwise requires a component historical record, a properly completed Component Historical Record Card as originally issued by COMPANY shall be provided by CUSTOMER. The MMIR (Maintenance, Malfunction, Information Report), including any amendments, modifications or supplements thereof, shall be completed by an authorized representative of CUSTOMER and a copy shall at all times be kept with the Unserviceable or Serviceable Covered Component or Part removed by the CUSTOMER.

NOTE:
In case a component has been removed from a helicopter operating in a country not recognized by EASA and/or FAA Authorities, the component historical record card (if applicable), and the MMIR (Maintenance, Malfunction, Information Report), including any amendments, modifications or supplements thereof, must be countersigned by the Airworthiness Authority of the such non-recognized Country.

3. Should the CUSTOMER fail to record and/or provide to COMPANY or COMPANY's designated vendor (if so instructed by COMPANY) with all the supporting documentation (COMPONENT RETURN TAG duly filled and signed by an authorized representative of the CUSTOMER and COMPONENT LOG CARD, where applicable, duly filled and signed by an authorized representative of the CUSTOMER) and any required life limit birth record, last overhaul record, or life interval time tracking information about the returned Covered Component or Part which pertains to the

maintenance and/or modification status of such part within thirty (30) calendar days from COMPANY's notification to CUSTOMER of the discrepancy, COMPANY or COMPANY's designated vendor (if so instructed by COMPANY) shall have the right to invoice the Serviceable Covered Component or Part provided by COMPANY as per Article IV.3.b, and return to CUSTOMER the Unserviceable Covered Part within ninety (90) calendar days, according to DAP (Incoterms 2010) at CUSTOMER premises.

VI. LOGISTIC SUPPORT GUARANTEE

Subject to terms and conditions of this AGREEMENT being fulfilled, COMPANY agrees to the following support performance to be provided for the CUSTOMER Subject Helicopters starting after the signature of this Agreement.

CUSTOMER shall enter each Subject Helicopter into this Full Components Plan, subject to the terms and conditions, during the term of Support and any extensions thereof and as mutually agreed by both Parties.

Service Level

COMPANY commits to provide the following Delivery Performance for components covered under the Full Components Plan as categorized below:

AOG:	All component orders that will determine Aircraft On Ground. Orders will be identified "AOG" on purchase order and linked to the aircraft serial number. Any additional quantity will be considered a stock replenishment request and confirmed according to Routine policy described below.
Urgent:	All orders required for component replacement on a specific Helicopter Serial Number (order shall include helicopter s/n).
Routine:	All CUSTOMER Purchase Orders for Spare Parts needed for CUSTOMER property stock.

The Delivery Schedule Adherence (DSA) and Terms and Conditions are detailed below, where the DSA is defined as the percentage of order lines delivered in accordance with the committed delivery time.

A. AOG orders

If CUSTOMER suffers an AOG for a Covered Component, CUSTOMER shall promptly place an AOG order for a replacement spare part identifying the specific helicopter serial number. COMPANY shall deliver a replacement spare part within twenty-four (24) hours.

The Table 1 below details the Delivery Schedule Adherence performance target to

which COMPANY commits for AOG orders.

Table 1

Year	AOG orders DSA target
From Contract Effective Date	86% (Eighty Six percent)
Subsequent annual updates	In accordance with the Service Information Letter AW139-18-097 and subsequent revisions applicable at the beginning of each Calendar Year

Where a replacement spare part is not delivered within the timeframe and with the Delivery Schedule Adherence as specified in Table 1 from the receipt of the AOG order from CUSTOMER, COMPANY agrees to compensate CUSTOMER in accordance with the refund scheme as per Article VI.D.

The refund scheme for AOG orders shall be subject to the following:

- The term AOG excludes instances where the Subject Helicopter is still able to operate with reference to the document entitled: Master Minimum Equipment List for the Subject Helicopters model, latest revision, which provides details of which equipment the Subject Helicopters model can continue to operate with despite such equipment being inoperative.
- If one or more of the Subject Helicopter(s) are AOG at the same time, in order to limit the Subject Helicopter(s) awaiting an AOG classified spare part, CUSTOMER agrees to cannibalize the component or part from another non-airworthy Subject Helicopter(s) where such action results in overall operational availability.
- Upon signing this Agreement the Parties agree to include a Key Performance Indicator ("KPI") measuring the average number of flight hours accumulated by the Subject Helicopters. CUSTOMER will use the maximum effort to maintain the subject KPI "Flight Hour / AOG order" above the average of 60 FH / AOG order during a complete calendar year. In case the average KPI "Flight Hour / AOG order" falls below 60, AOG Orders will not be subject to the refund scheme as per Article VI.D.

B. Urgent orders

If CUSTOMER is in urgent need for a Covered Component (i.e. maintenance work stoppage), CUSTOMER shall promptly place an Urgent order for a replacement spare part identifying the specific helicopter serial number. For the list of Class A part numbers detailed in the Information Letter AW139-18-097 dated August 07, 2018 and any subsequent amendments, COMPANY shall deliver a replacement spare part within six (6) calendar days.

The Table 2 below details the Delivery Schedule Adherence performance target to which COMPANY commits for Urgent orders.

Table 2

Year	Urgent orders DSA target
From contract effective date	75% (Seventy Five percent)
Subsequent annual updates	In accordance with the Service Information Letter AW139-18-097 and subsequent revisions applicable at the beginning of each Calendar Year

The refund scheme for Urgent orders shall be subject to the following:

- COMPANY will not be subjected to providing a refund in case CUSTOMER uses Urgent orders to cover the scheduled replacement of Covered Components or Parts during scheduled maintenance activity.

- Any Purchase Order related to Overhaul, Discard and Retirement Life components covered under this AGREEMENT for a specific helicopter(s) Serial Number (S/N), as per the Aircraft Maintenance Planning Publication (AMPI) shall be submitted at least sixty (60) calendar days before the requested delivery date and shall not be eligible for any refund scheme.

C. Routine Stock orders

If CUSTOMER is in need to order a Covered Component for stock replenishment, CUSTOMER shall promptly place a Routine Stock order for a replacement spare part.

For the list of Class A part numbers detailed in the Information Letter AW139-18-097 dated August 07, 2018 and any subsequent amendments, COMPANY shall deliver a replacement spare part within ninety (90) calendar days.

The Table 3 below details the Delivery Schedule Adherence performance target to which COMPANY commits for Routine Stock orders.

Table 3

Year	Routine Stock Orders DSA target
From Contract Effective Date	75% (Seventy Five percent)
Subsequent annual updates	In accordance with the Service Information Letter AW139-18-097 and subsequent revisions applicable at the beginning of each Calendar Year

D. Refund scheme

The refund shall be calculated, based on the payments that COMPANY shall

receive from CUSTOMER for the Full Components Plan for that calendar year. The refund is a percentage of the total rate billed and paid, by the CUSTOMER, proportionally to the percentage points of deviation from the agreed DSA delivery target. There will be a 5 percentage point grace period; therefore the refund is applied for deviations higher than 5 percentage points. For deviations higher than 10 percentage points, the maximum refund rate is applied. For details, refer to table 4.

Table 4

If DSA is equal or above target	No refund will be due
If DSA is below target by less than 5%	No refund will be due
If DSA is below target by more than 5% but less than 10%	Refund = [(DSA Target-5%-DSA Actual)/5%] x Max Refund Factor x Paid FH x hourly rate
If DSA is below target by more than 10%	Refund = Max Refund Factor x Paid FH x hourly rate

The refund is calculated at the end of every calendar year from the contract effective date. The refund factor shall be based on a percentage of the Payments COMPANY receive from the Full Components Plan for the Subject Helicopter(s) for that calendar year. The refund amount calculated at the end of every calendar year will be provided to CUSTOMER through the issuance of a Credit note to be used for the purchasing of COMPANY spares parts, tools or services.

The Max Refund Factors are detailed in Table 5.

Table 5

Year	Max Refund Factor
AOG orders	5% (Five Percent)
Urgent orders	2% (Two Percent)
Routine Stock orders	1% (One Percent)

A maximum of 8% (Eight Percent) (AOG + Urgent + Routine Refund Max Factor) of the Full Components Plan payments made by CUSTOMER per calendar year can be provided.

The Refund scheme shall be subject to the following:

- Any Parts or Components excluded from the Full Components Plan coverage (Article I.B.) are excluded from this scheme. This includes, but is not limited to, the replacement of spare parts related to the Pratt and Whitney Canada Engine and Honeywell Avionic components.

- If the Subject Helicopter(s) fleet average flying hours exceed 400 (four hundred) hours in any calendar year then the scheme shall not apply for any Subject Helicopter(s) until the start of the next calendar year.

- If Subject Helicopter(s) is undergoing either scheduled maintenance, or maintenance caused by improper use, any delay (other than delay as a result of the late or non-delivery of components and parts ordered, for which the CUSTOMER has accepted the delivery date) is excluded.

- Any delays caused by the removal of spare parts from a Subject Helicopter(s) which are subsequently found to have "no fault found (NFF)" when investigated by COMPANY (acting in good faith), except where a "Fail-on-Fit" condition exists are excluded. For the purpose of clarity, "Fail-on-Fit" conditions caused by factors not under COMPANY control (for example CUSTOMER installation and troubleshooting errors, etc.) are excluded.

- Notwithstanding any terms or conditions in any higher level documents superseding this Agreement, Payment of the refund under this scheme shall be sole remedy available to CUSTOMER for the non-availability of a spare part.

- CUSTOMER's request for refund shall be notified in writing to COMPANY. For AOG orders, the request must be received by COMPANY within sixty (60) calendar days from the AOG order submission by CUSTOMER. For Urgent and Routine Orders, the request must be received by COMPANY within sixty (60) calendar days from when the part is delivered to the COMPANY facility. The KPIs used to measure COMPANY and CUSTOMER performance detailed within this Article can be provided by COMPANY on an annual basis, at the beginning of each new calendar year.

- COMPANY will respond to CUSTOMER's request for refund within thirty (30) calendar days from CUSTOMER submission of the refund request.

- Payment of the refund under this scheme shall be calculated based on the amount paid by CUSTOMER, not the amount invoiced by COMPANY.

- For the Return of Unserviceable Components, CUSTOMER will return the Part to the designated COMPANY Approved Facility as per COMPANY instructions. Starting at thirty (30) calendar days late based on the Return Material Authorization issued by COMPANY, CUSTOMER will be invoiced a fee of ten percent (10%) of the Component current list price per each thirty (30) calendar days late period (excess of 30 days), not to exceed the cumulative price of the Unserviceable Component (Core Value) not returned within the above specified time.

- In the event CUSTOMER fails to pay the fee invoiced for not returning the Unserviceable Components within the timeframe, specified in Article V.E. no refund scheme shall be applied.

- The CUSTOMER Logistic Support Guarantee set out in this clause will not apply where the CUSTOMER Subject Helicopter(s) are not entered into the Full Components Plan.
- Both Parties agree that the CUSTOMER Logistic Support Guarantee Scheme shall only be applicable to CUSTOMER. COMPANY is not liable for any refund or penalties due by CUSTOMER to any third party.

VII. PAYMENT

A. During the term of this AGREEMENT, CUSTOMER shall pay to COMPANY a charge for the services provided under this Full Components Plan every month in arrears. By the 10th of the each month, the CUSTOMER shall submit a completed Monthly Operating Report (Appendix C), to COMPANY using the e-mail or fax as provided in Article X. COMPANY shall invoice CUSTOMER for the number of Flight Hours actually utilized during the preceding calendar month, multiplied by the applicable Plan rate. The CUSTOMER shall submit a complete Monthly Operating Report to COMPANY for each calendar month whether or not the Subject Helicopter has incurred Flight Time during that calendar month.

During each period of twelve (12) consecutive calendar months after the effective date of this AGREEMENT, CUSTOMER shall pay to COMPANY for each aircraft, a minimum charge equal to 200 (Two Hundred) Flight Hours multiplied by the effective Plan rate, calculated as an average for the fleet of four (4) AW139 helicopters. If in any such twelve (12) month period CUSTOMER has not paid COMPANY the minimum amount, COMPANY shall invoice CUSTOMER for the difference between the total amount paid by CUSTOMER during such twelve (12) month period and the minimum amount, through a reconciliation to be executed at the end of each calendar year. In the event an FAA Airworthiness Directive resulting from a product deficiency solely attributable to COMPANY is issued causing any of the Subject Helicopter not to be able to fly for a period of time exceeding ten (10) calendar days, then the minimum yearly charge shall be pro-rated to exclude the period of inactivity until a corrective action is made available to CUSTOMER by COMPANY. If a corrective action/Service Bulleting is already available to solve the FAA AD, this clause shall not be applied.

B. If CUSTOMER fails to submit the Monthly Operating Report, COMPANY shall invoice CUSTOMER for an amount based on sixteen point six flight hours (16.6), whichever is greater. This amount will be adjusted on receipt by COMPANY of a Monthly Operating Report from CUSTOMER indicating the actual Flight Hours for the Subject Helicopter for the appropriate reporting period.

CUSTOMER shall provide the official invoice process and informal invoice process that shall assist COMPANY in achieving the most timely payment so that CUSTOMER pays all invoiced amounts in accordance with the General Terms and Conditions, Article 9 of the Contract. Any dispute regarding outstanding monies owed, if not resolved by the parties in the first instance shall be resolved in

accordance with the dispute resolution process pursuant to Article 14. Authority of the County Project Manager, of the Contract.

Upon COMPANY'S receipt of CUSTOMER'S tax exempt certificate, COMPANY'S Invoice shall contain no tax. The only time the CUSTOMER shall be responsible for any tax or duty is when CUSTOMER is the importer of record.

C. Because the CUSTOMER is taking acceptance of the quantity four (4) AW139 Helicopters on a sequential schedule, COMPANY shall not charge the CUSTOMER for any FCP rate for any aircraft that the CUSTOMER has not accepted.

VIII. WARRANTY

A. WARRANTY AND REMEDY: COMPANY warrants that each Component or Part provided to the CUSTOMER under this AGREEMENT shall be free from any defects in its material being or workmanlike nature under normal use and service. Notwithstanding any higher level document, the COMPANY'S sole obligation under this warranty is limited to replacement or repair of Component or Parts which are determined to COMPANY's reasonable satisfaction to have been defective during the term of this AGREEMENT.

B. THIS AGREEMENT REPLACES THE APPLICABLE NEW HELICOPTER AND SPARE PARTS WARRANTY FOR THE COVERED COMPONENTS OR PARTS. FOR CLARITY, THIS INCLUDES THE FOLLOWING: (i) ALL OTHER WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR IN TORT (DELICT), INCLUDING PRODUCT LIABILITIES BASED UPON STRICT LIABILITY, NEGLIGENCE, OR IMPLIED WARRANTY IN LAW. UPON TERMINATION OF THIS AGREEMENT, THE TIME REMAINING, IF ANY, ON THE NEW HELICOPTER AND SPARE PARTS WARRANTY WILL RESUME AND BENEFIT THE CUSTOMER.

IX. AGREEMENT DURATION AND TERMINATION

A. This AGREEMENT will become effective on the date signed by the latter signatory. This AGREEMENT will expire five (5) years after its effective date (AGREEMENT Signature Date). The parties may mutually agree to terminate the AGREEMENT. Notwithstanding the terms and conditions of any higher level document, either party may terminate this AGREEMENT immediately upon giving sixty-day (60) calendar days written notice to the other in the event the notifying party learns of the other's insolvency.

1. As of the date of termination, any time remaining on the warranties that are superseded by this AGREEMENT will be reinstated and will be administered in accordance with the standard terms, conditions, limitations, and schedules as set forth in such warranties.

2. Upon termination, the CUSTOMER shall submit to COMPANY a final monthly report indicating the actual Flight Hours for the Subject Helicopter up to the termination date and COMPANY shall furnish to CUSTOMER a final invoice for unpaid charges for the AGREEMENT up to and including the date of termination. The CUSTOMER and COMPANY shall continue to be liable for all outstanding obligations that have accrued through the date of termination.

3. Provided that CUSTOMER has met all of its obligations under this AGREEMENT, CUSTOMER shall be eligible for a refund in the form of a credit to CUSTOMER's statement of account with COMPANY. The refund shall be determined as follows:

   Refund = (A/B) x C x 0.80

   i. Where, in case of component with overhaul interval:
      1. A = Average overhaul Cost of Covered Component
      2. B = TBO of Covered Component
      3. C = Time Since Overhaul (or New) of Covered Component

   ii. Where, in case of Service Limited Part:
      1. A = Manufacturers list price of covered part
      2. B = Service Life Limit of Covered Part
      3. C = Time Since New of Covered Part

No refund shall be paid if CUSTOMER has failed to perform any of its CUSTOMER Material Obligations under this AGREEMENT unless CUSTOMER is fully compliant with Article VI.D, and Article IV.E of this AGREEMENT.

B. Notwithstanding the provisions of paragraph A above, and the Claims and Disputes provision of the Terms and Conditions of the CONTRACT, COMPANY may at its discretion, terminate this AGREEMENT upon ninety (90) calendar days written notice to CUSTOMER in the event that CUSTOMER fails to perform any of its Customer Material Obligations under this AGREEMENT and has not corrected such failures within the thirty (30) calendar days' notice period. In such event, no refund shall be paid to CUSTOMER.

C. Notwithstanding the provisions of paragraph A above, and the Claims and Disputes provision of the Terms and Conditions of the CONTRACT, CUSTOMER may at its discretion, terminate this AGREEMENT upon ninety (90) calendar days written notice to COMPANY in the event that COMPANY fails to perform any of its Material Obligations under this AGREEMENT and has not corrected such failures within the

thirty (30) calendar days' notice period. In such event, a refund pursuant to paragraph (IX.A.3) shall still be paid by COMPANY to CUSTOMER.

D. OPTIONAL AGREEMENT EXTENSIONS:

a. AGREEMENT EXTENSION: after the completion of the first five (5) year term of the AGREEMENT, the County, at its sole discretion, reserves the right to exercise the two options to renew, each for a period of five years. Both Parties will agree on any price adjustment and associated terms with a written amendment to the Contract.

X. ADMINISTRATION AND NOTICES

The Full Components Plan is administered by COMPANY Warranty Administration Department. MMIR (Maintenance Malfunction Information Report) as attached in Appendix B (including any amendments, modifications or supplements thereof), needs to be submitted by Customer to COMPANY via the LHD Leonardo Customer Portal. The relevant contact points for inquiries reported into the Agreement remain unchanged:

AGUSTAWESTLAND PHILADELPHIA CORPORATION
Warranty Administration
3050 Red Lion Road
Philadelphia, PA 19114
Attn: Gail Sourwine
Telephone: 215-281-1456
Facsimile: 215-281-1366
E-mail: US_Warranty@leonardocompany.com
gail.sourwine@leonardocompany.com
adriane.madden@leonardocompany.com

Technical/Engineering inquiries shall be directed to:

AGUSTAWESTLAND PHILADELPHIA CORPORATION
Product Support Engineering
3050 Red Lion Road
Philadelphia, PA 19114
Attn: Christopher Lemieux
Telephone: 215-281-1336
Facsimile: 215-281-0447
E-mail: christopher.lemieux@leonardocompany.com

Material/Spare Parts inquiries shall be directed to:

AGUSTAWESTLAND PHILADELPHIA CORPORATION
Material Department
3050 Red Lion Road

Philadelphia, PA 19114
Attn: Frank Ralph
Telephone: 215-281-1383
Facsimile: 215-281-0447
E-mail: frankj.ralph@leonardocompany.com

Material/Spare AOG inquiries shall be directed to:

AGUSTAWESTLAND PHILADELPHIA CORPORATION
24.7 Fleet Operation Centre
Telephone: +1.888.248.7822
Facsimile: +1.215.268.9104
E-mail: COMPANYFleetOperationsCenter@leonardocompany.com

Customer Support and Contract management inquiries shall be directed to:

AGUSTAWESTLAND PHILADELPHIA CORPORATION
Customer Support & Services – Proposals and Contracts Management
3050 Red Lion Road
Philadelphia, PA 19114
Attn: Sarah Mumford
Telephone: 215-281-2271
Facsimile: 215-281-0447
E-mail: Sarah.Mumford@leonardocompany.com

Any notices to be given under this AGREEMENT by the CUSTOMER to COMPANY shall be delivered by facsimile, e-mail and by registered or first class mail. All notices delivered hereunder shall be deemed given on the date they are transmitted or placed in the hands of the post or courier for delivery, as appropriate.

Any notices to be given to the CUSTOMER by COMPANY under this AGREEMENT shall be for the attention of:

CUSTOMER
Contact Name: Miami-Dade County Fire Rescue Department

CUSTOMER Department	Point of Contact	Phone Number	E-mail address
Contract Management	Gregory Rubin	(786) 336-6702	GRubin@miamidade.gov
Finance	Vivian Elesppe	(786) 331-5000	Vivian.elesppe@miamidade.gov
Maintenance & Logistic Management	Mike Torrent	786-336-6878	Michael.torrent@miamidade.gov

XI.TITLE

Title to the Covered Components or Parts will pass to COMPANY immediately upon their removal from the Subject Helicopter and title to the replacement Covered Components or Parts will pass to CUSTOMER immediately upon installation. COMPANY and CUSTOMER each warrant that title to the Covered Components or Parts will be free and clear of all liens and encumbrances at the time title transfers to the other party and each shall deliver to the other such documents as may be necessary to transfer title and release any liens or encumbrances thereon.

XII. ASSIGNMENT

CUSTOMER nor COMPANY shall not assign its interest in this AGREEMENT, in whole or in part, without prior written consent of the other party (which must not be unreasonably withheld or delayed or conditioned). Where consent is granted the assignment must be effected as soon as reasonably practicable.

XIII. DISPUTES, APPLICABLE LAW AND JURISDICTION

If a dispute occurs in relation to the operation of this AGREEMENT that is not resolved by mutual agreement within fifteen (15) COUNTY's business days, then the PARTIES agree to escalate the issue to their senior representatives (Commercial Director level) for resolution.

This contract shall be governed by the laws of the State of Florida, as to issues of law; and all issues of choice of law shall be resolved in favor of the selection of the laws of the State of Florida.

XIV. FORCE MAJEURE

COMPANY nor CUSTOMER shall not be in breach of this Agreement or liable for failure or for any delay in fulfilling any obligation under this Agreement where prevented from or impeded or delayed in doing so on account of any cause beyond the reasonable control of the Parties including, but without being limited to, strikes, lockouts, riots, epidemics, war, governmental regulations, fire, acts of God.

Neither Party shall be liable or responsible for delays or non-compliance resulting from any Force Majeure event which is beyond the control and without the fault or negligence of the Party affected and which, by the exercise of reasonable diligence, the said Party is unable to avoid.

In this Clause XIV Force Majeure event means:

a) riot, invasion, insurrection of military or usurped power, act of foreign enemies, war, acts of terrorism, hostilities (whether war be declared or not), civil war,

rebellion or revolution;

b) earthquake, flood, fire, explosion and/or other natural physical disaster;

c) ionizing radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radio-active, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

d) Nationalization, confiscation, sequestration or any other analogous event involving the deprivation of property or possession by any governmental or quasi-governmental body or agency, whether temporary or permanent.

The party suffering the event shall give written notice to the other of the events causing the excusable delay.

XV. AMENDMENTS AND WAIVERS

No amendment to the foregoing terms and conditions shall be effective unless made in writing and executed by representatives duly authorized to bind the parties in contract. If any provision of this AGREEMENT is or becomes void or unenforceable by force of law for any reason whatsoever, the other provisions shall remain valid and enforceable. Waiver of one provision by COMPANY shall not act as a waiver of that provision for any subsequent performance or as a waiver of any other provision.

XVI. TRANSFER

The conditions set forth in the Plan, in whole or in part, are not transferable upon subsequent sale or transfer of ownership, without COMPANY's prior written consent.

CUSTOMER rights and duties under this AGREEMENT may not be assigned by CUSTOMER without consent of COMPANY. COMPANY shall have the right to assign its rights duties under this AGREEMENT, but such an assignment shall not have the effect of modifying those rights and duties, and shall not be assigned without written consent of CUSTOMER.

Subject to the provisions below, in the event a Subject Helicopter(s) is sold by CUSTOMER to a purchaser, COMPANY will agree to terminate this Full Components Plan and enter into a replacement agreement with the purchaser of the Subject Helicopter(s) if the new purchaser wishes to participate in the Full Components Plan. All fees, expenses, charges and amounts paid or to be paid by the CUSTOMER to the Full Components Plan shall be transferred, to the benefit of such transferee, subject to the provisions below:

1. the transferee must not be from a country subject to sanctions or prohibited under OFAC (Office of Foreign Assets Controls) rules;

2. COMPANY may make such standard adjustments to the rates and timescales of the Full Components Plan as are appropriate to reflect any differences in the new operator's location, operations, fleet size, operating environment and other similar

factors (and so that COMPANY's obligations under the Full Components Plan are no more onerous than before); and

3. If either the CUSTOMER, or COMPANY and the new owner/operator, enter into a replacement agreement on similar terms to this AGREEMENT and the new owner/operator passes COMPANY's and/or CUSTOMER's, usual credit checks (which include insolvency and payment history checks) then the transferring Party, may transfer this Agreement with the written consent of the other Party, that shall not be withheld, denied or unreasonably conditioned.

4. COMPANY must have received full payment for all amounts due from CUSTOMER through the date ownership of the Subject Helicopter(s) is transferred to the purchaser. The purchaser of the Subject Helicopter(s) can elect to cover any outstanding amounts owed by CUSTOMER.

5. COMPANY shall have the right to review the Subject Helicopter(s) and all related logbooks and documentation in order to verify its condition and the serviceability of its components. The condition of the Subject Helicopter(s) and related records will determine eligibility for continued coverage of the components identified in Appendix A and Appendix G pursuant to a replacement agreement with the purchaser of the Subject Helicopter(s).

6. CUSTOMER must sign a written consent to the termination of this AGREEMENT.

XVII. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Section 2-8.10 of the Code of Miami-Dade County, Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approve entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three (3) business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County.

XVIII INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

IXX VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. ***Miami-Dade County Ownership Disclosure Affidavit***
   (Section 2-8.1 of the Code of Miami-Dade County)
2. ***Miami-Dade County Employment Disclosure Affidavit***
   (Section 2.8.1(d)(2) of the Code of Miami-Dade County)
3. ***Miami-Dade County Employment Drug-free Workplace Certification***
   (Section 2-8.1.2(b) of the Code of Miami-Dade County)
4. ***Miami-Dade County Disability and Nondiscrimination Affidavit***
   (Section 2-8.1.5 of the Code of Miami-Dade County*)*
5. ***Miami-Dade County Debarment Disclosure Affidavit***
   (Section 10.38 of the Code of Miami-Dade County)

6. ***Miami-Dade County Vendor Obligation to County Affidavit***
(Section 2-8.1 of the Code of Miami-Dade County)

7. ***Miami-Dade County Code of Business Ethics Affidavit***
(Sections 2-8.1(i), 2-11.1(b)(1) through (6) and (9), and 2-11.1(c) of the Code of Miami-Dade County)

8. ***Miami-Dade County Family Leave Affidavit***
(Article V of Chapter 11 of the Code of Miami-Dade County)

9. ***Miami-Dade County Living Wage Affidavit***
(Section 2-8.9 of the Code of Miami-Dade County)

10. ***Miami-Dade County Domestic Leave and Reporting Affidavit*** *(Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)*

11. ***Miami-Dade County E-Verify Affidavit***
(Executive Order 11-116)

12. ***Miami-Dade County Pay Parity Affidavit***
(Resolution R-1072-17)

13. ***Subcontracting Practices***
(Section 2-8.8 of the Code of Miami-Dade County)

14. ***Subcontractor/Supplier Listing***
(Section 2-8.1 of the Code of Miami-Dade County)

15. ***Form W-9 and 147c Letter***
(as required by the Internal Revenue Service)

16. ***FEIN Number or Social Security Number***
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
    - *Identification of individual account records*
    - *To make payments to individual/Contractor for goods and services provided to Miami-Dade County*
    - *Tax reporting purposes*
    - *To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records*

17. ***Office of the Inspector General***
(Section 2-1076 of the Code of Miami-Dade County)

18. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.

19. ***Antitrust Laws***
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

F. b) Conflict of Interest and Code of Ethics

Section 2-11.1(d) of the Code of Miami-Dade County requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Code of Miami-Dade County relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1 (y), the Miami-Dade County Commission on Ethics and Public Trust (Ethics Commission) shall be empowered to review, interpret, render advisory opinions and letters of instruction and enforce the Conflict of Interest and Code of Ethics Ordinance.

XX INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h)

revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

XXI BANKRUPTCY

The Parties reserves the right to terminate this contract, if, during the term of any contract the other Party becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the debtor Party or under federal bankruptcy law or any state insolvency law.

XXII FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to

the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at https://iapps.careersourcesfl.com/firstsource/.

XXIII PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws of the State of Florida, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 3312

XXIV ENTIRE AGREEMENT

This AGREEMENT includes all of the above articles, including all appendices as indicated in the index of this document, together it constitutes the ENTIRE AGREEMENT.

The term of this AGREEMENT commences on date of signature by both Parties and will continue until terminated under one or more of the conditions contained herein.

The terms and conditions of this AGREEMENT supersede and replace all prior agreements, representations, statements and communications, written or oral, between COMPANY and

the CUSTOMER relative to the subject matter of this AGREEMENT.
IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed as of the date written below:

MIAMI-DADE COUNTY	AGUSTAWESTLAND PHILADELPHIA CORPORATION
Signature:	Signature:
Name in Print:	Name in Print: William Hunt
Title	Title: CEO
Date:	Date:

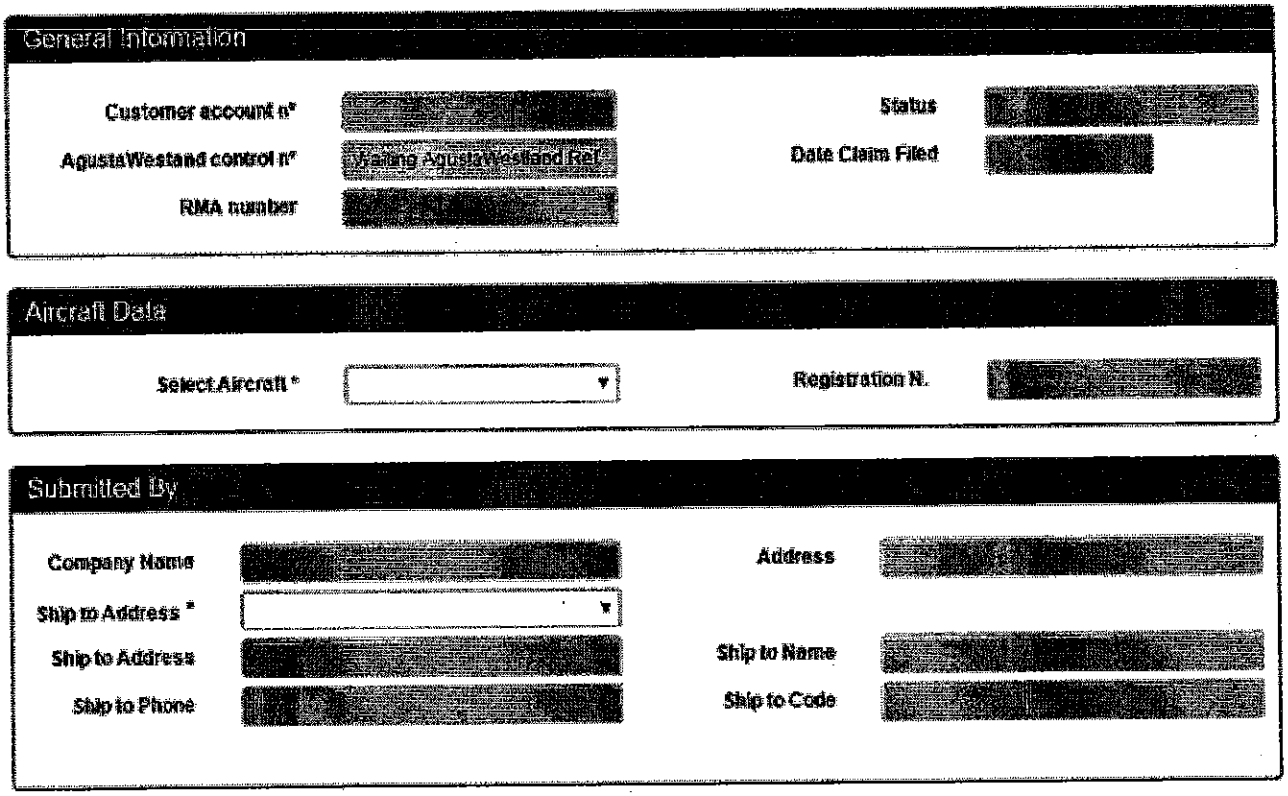
APPENDIX A - OPTIONAL EQUIPMENT LIST

KIT CODE	ADDITIONAL KITS	QTY
30-K-330-5PR	Moving Map Euroavionics EuroNav VII - Provision	1
30-K-330-5RM	Moving Map Euroavionics EuroNav VII - Removable	1
30-K-313-5PR	Weather/Search Radar Primus 701 Honeywell (with 12" antenna 120° scan) - Provision	1
30-K-313-5RM	Weather/Search Radar Primus 701 Honeywell (with 12" antenna 120° scan) - Removable	1
30-K-369-6PR	External loudspeakers (700 W) - Provision	1
30-K-381-6PR	Snow skids/slump protection pads - Provision	1
30-K-403-6CM	Closed circuit refueling system adaptor (*) On RH side - gravity refueling capable	1
30-K-439-7PR	Fast roping and rappelling system external (LH and RH) - Provision	1
30-K-439-7RM	Fast roping and rappelling system external (LH and RH) – Removable (*) Company Qualified	1
30-K-440-7CM	Internal roof hooks - rappelling hooks (LH and RH)	1
30-K-442-7PR	Mission console (15" display) in passenger cabin – Provision (*) Including Video Management Unit	1
30-K-442-7RM	Mission console (15" display) in passenger cabin - Removable	1
CUSTOM	RT 7000 Remote Control Unit (RCDU)	1
CUSTOM	Antennas for the RT 7000 (per AW139)	6
CUSTOM	SAL 7000 (per AW139)	1
30-K-515-7CM	Increased Gross Weight – 7,000 kg	1
30-K-353-6RM	Bambi bucket (up to 2.000 lt / 530 USgal - 2.085 kg / 4.587 lbs) (loose equipment)	1
30-K-110-4CM	Pilot and co-pilot adjustable seats (in lieu of standard seats)	1
30-K-329-5CM	GSM(4G)/SATCOM Flightcell DZMx	1
CUSTOM	Wi-Fi router CG100 for GSM/SATCOM FlightCell DZMx	1
30-K-419-6CM	MGB IMPROVED LUBRICATION SYSTEM (60min Extended Dry Run Capability)	1
30-K-124-4CM	Glass Windshield	1
30-K-359-6CM	Under belly cameras (Qty 2)	1
30-K-356-6CM	Camera on the tail fin	1
30-K-173-3CM	Air conditioning system (*) Accessory drive is required if the air conditioning system is installed in conjunction with FIPS	1

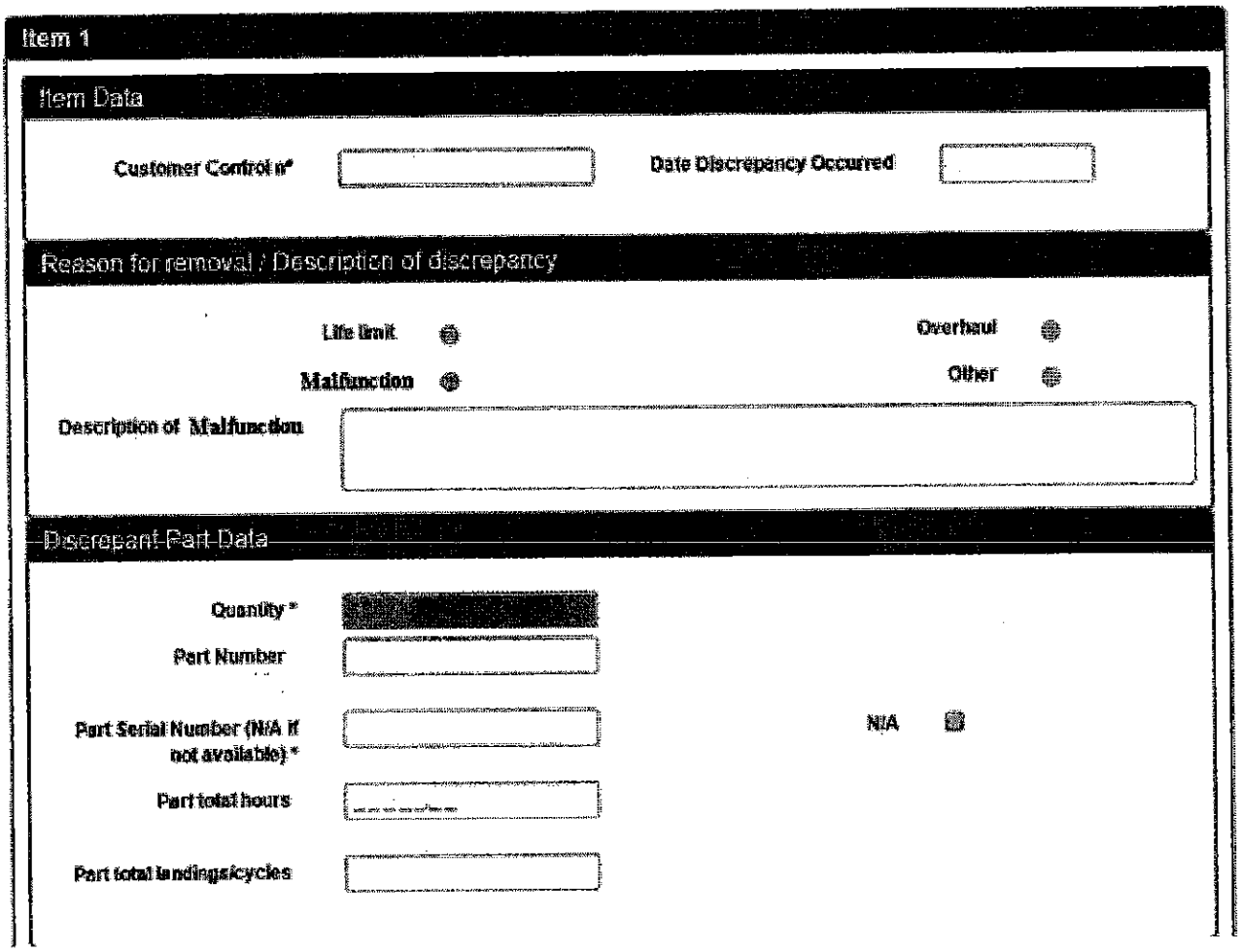
* All subsequent dash numbers for the above part numbers are included

APPENDIX B – MMIR FORM

AW has simplified the MMIR Form. This Appendix provides detailed instructions on how to complete the AW MMIR Form for Customers enrolled into an AW Service Plan. For information, shadowed fields are automatically filled by LHD Leonardo Customer Portal.



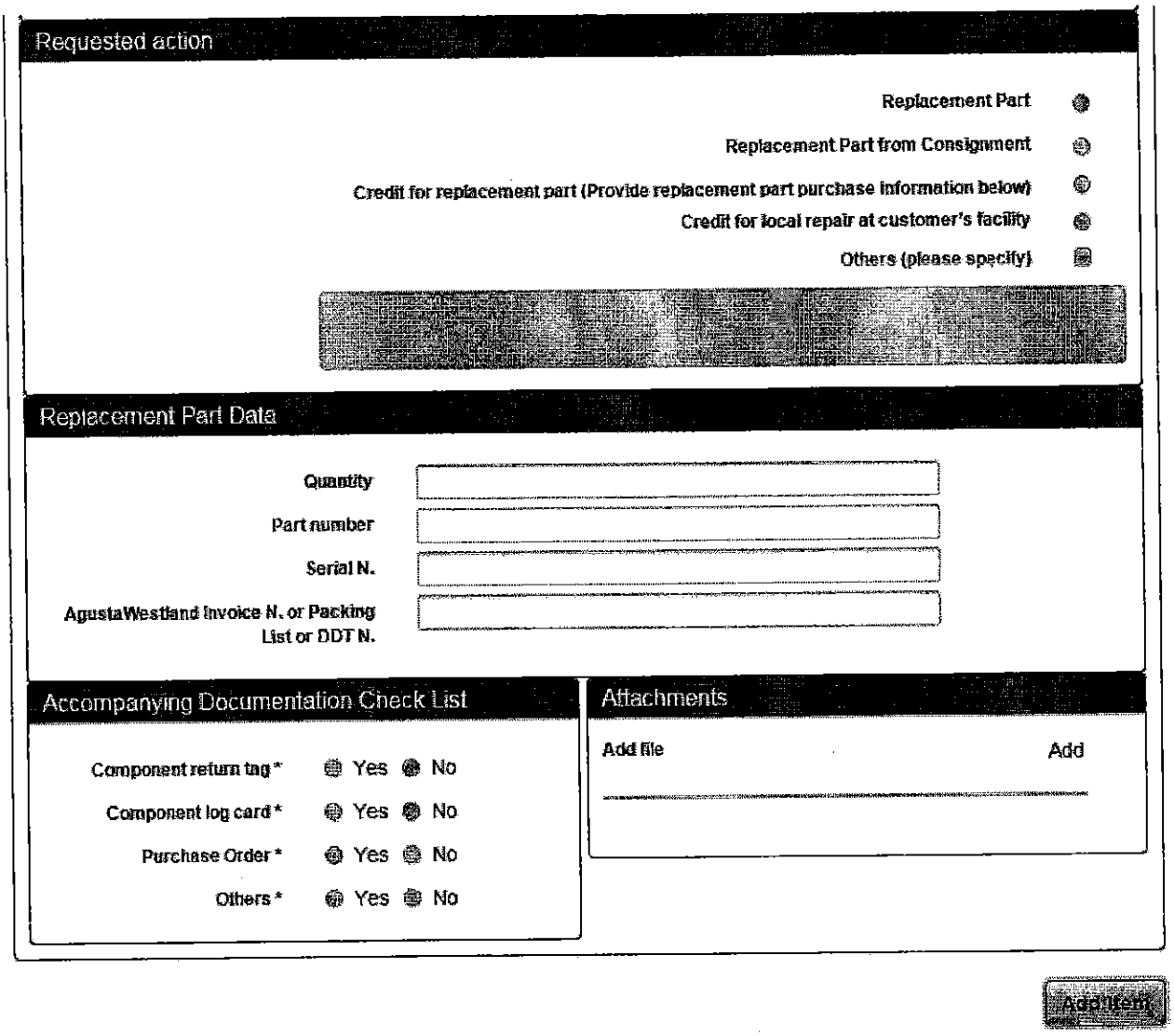
1. Select the Aircraft Serial Number
2. Select the "Ship to Address" desired



1. Fill in Customer Control Number (if any, this is not a Mandatory Field)
2. Complete the date the discrepancy/malfunction occurred (please note, the date of MMIR creation is reported automatically). For scheduled replacement parts the MMIR creation date shall be used.
3. Fill in the reason for removal: life limit, overhaul, malfunction or 'other' and the description of the malfunction (to be provided at MMIR initial submittal).
4. Fill in the Part Number (put N/A if the request is not for a P/N, e.g. local repair) (to be provided at MMIR initial submittal).
5. Fill in the Serial Number of the part if known. Please insert N/A if the S/N is not applicable or not available. If not available, the Serial Number will be required at a later stage (S/N is mandatory in case of Life Limit or TBO component)

When the part is requested for scheduled replacement due to Life Limit or TBO (see point 5 above) the following is mandatory within the term specified under Article V.:

7. Fill in the Serial Number
8. Fill in the total hours or total landings/cycles of the component at the time of MMIR submission/request



9. Please select the type of service requested to AW (as shown in the point 9 below) (to be provided at MMIR initial submittal):
   a. Replacement Part
   b. Replacement Part from Consignment
   c. Credit for Replacement Part (owned by Customer)
   d. Credit for local repair at customer's facility
   e. Others

Only in case of part taken from Consignment stock or a replacement part credit is requested please fill-in the below box:

10. Fill in quantity of part, Part Number and Serial Number of the part installed as replacement. Please also specify the COMPANY Invoice number or Packing List accompanying the supply of the part that has been installed as replacement.

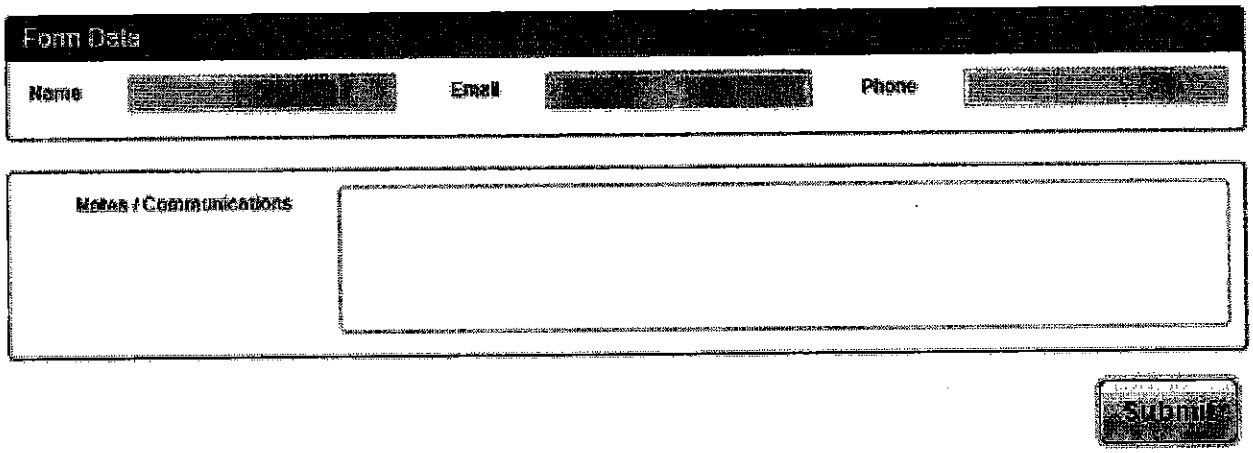
Please pay attention to the documentation that needs to be returned to COMPANY together with the Component (as per point 11). Please make sure that:

   a. all documentation is properly completed

b. all documents are coherent with correct data, and

c. original copies of the required documents are sent to COMPANY together with the Component.

Click on "add item" icon to fill-in up to 5 components into the same MMIR.



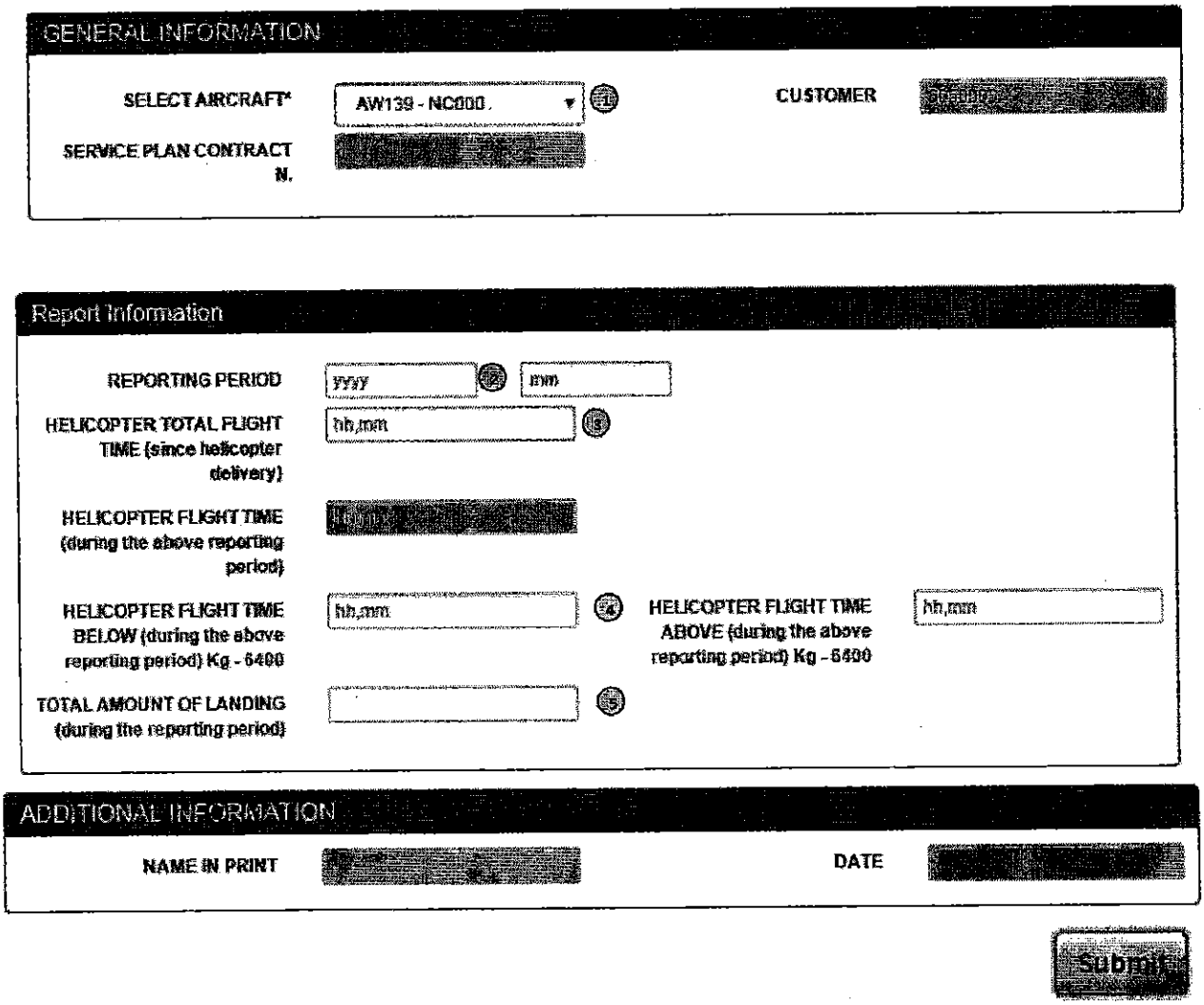
Click the "Submit" icon to send the MMIR Form for AW approval.

APPENDIX C - MONTHLY OPERATING REPORT

INSTRUCTIONS TO FILL THE ELECTRONIC MONTHLY OPERATING REPORT

(see following template form for reference numbers)

The present document provides the detailed instructions to fill the AW MOR Form which has been revised for Customer/Operator enrolled into a Service Plan as follow (shadow areas are automatically filled by LHD Leonardo Customer Portal).



a. Fill-in the Helicopter serial number for which you have to report flight hours.

b. Fill-in the month and year of the reporting period (YYYY/MM).

c. Fill-in the total flight time since the helicopters delivery (cumulated hours).

d. Fill-in the helicopter flight hours related to the reporting period.

e. Fill-in the number of helicopter landing related to the reported period (point 3).

Click the "Submit" icon to send the MOR Form for AW approval.

APPENDIX D - ESCALATION

The Hourly Rate shall be adjusted at the beginning of each new Calendar Year for the whole duration of the AGREEMENT, through the application of the price revision formula specified hereunder:

$P_{n+1} = P_n * (0.62\ MI + 0.38\ LI)$

Where:

P_{n+1} = Adjusted price applicable to year "n+1".

P_n = Price applicable to year "n".

MI= Producer Price Indexes (percentage) published by the US Department of Labor as of the date of the review (Refer to Table "Monthly and 12-Month percent changes in selected final demand price indexes seasonally adjusted – Change in final demand less foods, energy, and trade from 12 months ago").

LI= Index of Productivity and Cost (percentage) published by the US Department of Labor for the quarter in which the date of the review falls (Refer to Table "Manufacturing sector: Labor productivity, hourly compensation, and unit labor costs, seasonally adjusted – Percent change from corresponding quarter of previous year").

APPENDIX E - DEFINITIONS

The following words and phrases, when used in this AGREEMENT, shall have the following meanings.

A. Plan Rate:

The hourly rate set forth in ARTICLE III, as may be adjusted or escalated pursuant to the terms of this AGREEMENT.

B. Abuse:

1. Failure to operate, maintain, or repair the Subject Helicopter and Covered Component or Part in accordance with the applicable Rotorcraft Flight Manual , Maintenance Manuals, Service Bulletins, COMPANY or LHD written instructions, local aviation authority instructions or, other applicable publications or written instructions of COMPANY'S approved vendors.

2. Misuse, negligence, foreign objects damage, or wrongful act by the CUSTOMER, or CUSTOMER's employees or agents, adversely affecting the airworthiness of the Subject Helicopter, or Covered Component or Part.

3. Any operation, use, testing or storage of any Covered Component or Part not in accordance with the applicable manufacturer's directions and instructions.

4. Any use of components or parts provided or obtained from sources other than those approved by COMPANY in writing.

5. Any accident, impact, system contamination, corrosion due to the non-adherence to the AW139 Corrosion Control Publication (Document reference #39-A-ACCP-00-X) procedures, abnormal erosion, abnormal wear, or other environment related damage to the Subject Helicopter or Covered Component or Part

C. AOG:

Aircraft on Ground.

D. Airframe:

Components, Line Replaceable Units (LRU's), structures or systems other than the engines, engine accessories and avionics.

E. Approved Repair/Overhaul Facility:

An COMPANY or AW approved service facility.

F. Approved Supply Source:

An COMPANY or AW Supply Centre.

G. Area Representative:

An COMPANY's Customer Support Representative.

H. Component/LRU:

Any self-contained part or any combination of parts or units which perform a distinctive function necessary to the operation of any system that is installed on the Subject Helicopter.

I. Component Historical Record Card:

A document used to record the installation, removal, use, and servicing of a specific component of the aircraft. COMPANY will provide a Component Historical Record Card for each component that has either a Retirement Life limit or Time Between Overhaul limitations.

J. Consumables:

Any item that is generally available to the CUSTOMER for part or component installation or servicing through retail aviation vendors, including without limitation: fluids and lubricants, standard aircraft hardware, brake pads, brushes, filters, gaskets, o-rings, and tyres.

K. Contract Effective Date:

Contract Effective Date is defined as the date of signature of this agreement by both PARTIES as in Article XVII.

L. Covered Component or Part:

Parts or components which are eligible for replacement under this AGREEMENT, as hereinafter provided for in Article II, and described in Appendix A and F.

M. Customer Material Obligation

The definition of Material Obligation includes the obligation against all Covered Components and Parts provided under this AGREEMENT in reference to all CUSTOMER payment obligations as referred to in Article VII and Plan Procedures in Article V.

N. Cycle:

A ground-air-ground (GAG) event (starting, making a flight and then shutting down) and repeated heavy lift (RHL) or similar operations involving a number of power changes from low torque to high torque and back to low torque.

O. Designated Service Life:

The service life, hours, cycles or calendar life of any part or component as defined by the applicable publication(s) or temporary life/service restrictions, or as determined by the appropriate airworthiness authority.

P. Detail Part:

A part that is included within the Covered Component as shown in the Illustrated Parts Catalogue.

Q. Engine:

The engine and all of its basic configuration accessories. The term engine does not include Airframe related hardware.

R. Flight Hour:

Each sixty (60) minute increment of Flight Time, expressed in hours and tenths of an hour.

S. Flight Time:

The time from which the Subject Helicopter first moves under its own power for the purpose of flight until the time it comes to rest at the next point of landing.

T. MMEL

Master Minimum Equipment List.

U. No Fault Found:

Any part, component or assembly returned to COMPANY or an Approved Repair/Overhaul Facility which, after investigation, is found to be Serviceable.

V. Optional Maintenance:

The AMPI Chapter 5 details the Mandatory Maintenance requirement from the OEM. Any maintenance activity in addition to this requirement is considered Optional Maintenance and could be based on the aircraft operation type, the aircraft owner / operator operating procedures or the Local Aviation Authority.

W. Overhaul:

To make a Component Serviceable by disassembly, inspection and replacement of worn parts or time life parts, as dictated by applicable publication's to achieve prescribed operating or design tolerances.

X. Scheduled Component Removal:

The removal of any Component that has reached its designated service life.

Y. Service Bulletins:

Document used by COMPANY and LHD to communicate details of modifications which shall or may be embodied in helicopter depending on the classification. It includes:

a) Service Bulletins with compliance time, classified as Alert, Emergency Alert, or Bollettino Tecnico Mandatory, Bollettino Tecnico Mandatory Alert,
b) Service Bulletins and Technical Bulletins related to product improvement of reliability, enhancement of product capabilities, components obsolescence, optional product customizations, additional kits and equipment.

Classification is reported inside Service Bulletin in paragraph "Industry support information".

Z. Serviceable:

Any Part that is in satisfactory operating condition as defined by the limits, tolerances, or allowances prescribed by applicable manuals, bulletins, guidelines, specifications, publications, or written instructions from the manufacturer or its representatives and that complies with all applicable airworthiness directives of airworthiness authority having jurisdiction over the Subject Helicopter.

AA. Shall:

Mandatory compliance required.

BB. Time Since New:

Time Since New (TSN) describes the flight hours on a given component or part since it was installed as a new part.

CC. Time Since Overhaul:

Time Since Overhaul (TSO) describes the flight hours on a given component since it was last overhauled.

DD. Unserviceable:

Any part that is not serviceable.

Unless defined above, technical terms or expressions used in this AGREEMENT shall have the meanings commonly accepted in the general aviation industry.

APPENDIX F – AW139 BASIC CONFIGURATION COVERED BY THE FULL COMPONENTS PLAN

Airframe

- Aluminium alloy fuselage
- Acrylic windshields
- Overhead cockpit windows
- Lower cockpit windows
- Cockpit ram air adjustable outlets
- Forced fan ventilation
- Bleed air heater and defroster with air noise suppressions
- Heated Pitot tubes (2) with Pitot heat failure warning (2)
- Heated static intakes (2)
- Pilot doors (2) with push-out emergency exit window (with "storm window" on pilot side)
- Cabin Door (2) locking mechanism
- Six cabin push-out emergency exit windows (two on each passenger cabin door)
- Baggage compartment with two lockable baggage compartment doors (LH and RH)
- Baggage compartment cargo tie-down fittings
- Wheeled retractable tricycle landing gear (two wheels on nose gear and brakes on main landing gear)
- Landing gear mooring
- Tail boom and vertical fin
- Stabilizers with composite "winglets"
- Pilot and co-pilot windshield wipers
- Upper deck cowlings (one front forward sliding, two side opening for engine access)
- Anti-vibration masses (2) under cabin floor

Rotors and controls

- Fully articulated Main Rotor (M/R) with five composite blades, five elastomeric bearings and five hydraulic dampers
- Rotating M/R flight controls
- Main rotor hub beanie
- Main dual servo actuators (3)

- Fully articulated Tail Rotor (T/R) with four composite blades, four elastomeric bearings and four elastomeric dampers
- Rotating T/R flight controls
- One T/R dual servo actuator
- Force trim system
- Pilot fixed flight controls (cyclic, collective, anti-torque pedals)
- Co-pilot fixed flight controls (cyclic, collective, anti-torque pedals)
- Dual digital 3-axis linear actuators
- Rotor brake

Power plant and fuel system

- Fire detection system
- Fire extinguisher system (2 bottles)
- Steel engine exhausts and ejectors
- Two independent crashworthy fuel cells
- Two supply pumps on engines
- Two submerged booster pumps in fuel tank

Transmission drive system and hydraulic system

- Main transmission with two direct drive engine inputs
- Three main transmission chip detectors/debris collectors with burning capability
- Two freewheel units
- Four strut rods for upper deck attachment and one anti-torque plate
- Intermediate gearbox with sight gauge and magnetic drain plug/chip detector
- Tail gearbox with sight gauge and magnetic drain plug/chip detector
- Dual independent, redundant hydraulic systems
- Two hydraulic Power Control Modules (PCM)
- Three main transmission driven hydraulic mechanical pumps for controls, landing gear and wheel brake actuation
- One electrical pump for control checks on ground (engines off)

Electrical systems

- DC primary power generation: 28 V DC regulated voltage provided by two independent 300 A starter generators
- DC external power receptacle
- Two nickel-cadmium batteries: one 44 Ah main battery plus one 13 Ah auxiliary battery
- DC starter generator control units (2)
- Navigation lights (3)
- Anticollision light
- External emergency landing lights on the sponsons (2)
- Taxing lights on the sponsons (2)
- Retractable/rotating landing light (2)
- Baggage compartment lights (3) and smoke sensor

Standard avionic package

- One Electronic Standby Instrument System (ESIS) (attitude, airspeed, altitude, vertical speed, compass, and ILS data)
- Pilot and co-pilot interphone control (cyclic grip and floor switches)
- Left Modular Radio Cabinet (MRC) with the following modules:
  - One VHF Comm.
  - One VOR/LOC/GS/MB
- Right Modular Radio Cabinet (MRC) with the following modules:
  - One VHF Comm.
  - One Mode S diversity transponder
  - One VOR/LOC/GS/MB
  - One ADF
  - One DME
- 1st radar altimeter RT-300
- 2nd radar altimeter RT-300
- Pilot and co-pilot digital audio panels with remote ICS audio port for ground operation
- One outside air temperature indicator
- Two Master Warning Lights (MWL)

- Two Master Caution Lights (MCL)
- Engine 1 fire light
- Engine 2 fire light
- Dual electrical power connection for CVR/FDR (FAA requirement compliant)
- Cockpit Voice Recorder & Flight Data Recorder (CVR/FDR) with Underwater Locator Beacon (ULB)

- SALES CONTRACT FOR PURCHASE OF BELL 412 SN 36248

BETWEEN

MIAMI-DADE COUNTY

AND

AGUSTAWESTLAND PHILADELPHIA CORPORATION

REFERENCE: Bell 412EP SN 36248

CONTRACT

By and between:

MIAMI DADE COUNTY, a government entity with a place of business at Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974 (hereinafter referred to as "**COUNTY**") and

AGUSTAWESTLAND PHILADELPHIA CORPORATION, a company with a place of business at 3050 Red Lion Road, Philadelphia PA 19114 (herein referred to as "**CONTRACTOR**") and,

COUNTY and CONTRACTOR are collectively referred to as "PARTIES",

Whereas the COUNTY has agreed to purchase four (4) new AW139 Helicopters as replacements for the COUNTY's current fleet of Bell 412 EP Helicopters.

Whereas the CONTRACTOR is willing to purchase the COUNTY's current fleet of four (4) BELL 412 EP Helicopters identified via each helicopter's unique serial number (SN).

Whereas the CONTRACTOR has agreed to lease the BELL 412 EP Helicopters to the COUNTY under the terms and conditions in the individual Lease agreements, until such time as the new AW139 Helicopters have been delivered and accepted by the COUNTY pursuant to the delivery schedule in Attachment B to this Contract No. RFP 01424.

Whereas there is a corresponding Lease Agreement associated with each purchase agreement.

Whereas the CONTRACTOR is willing to purchase and the COUNTY is willing to sell the under listed products and services at the terms and conditions set out in this CONTRACT.

Now therefore, intending to be legally bound hereby, the PARTIES agree as follows:

CONTRACTOR will take COUNTY's used BELL 412EP HELICOPTER, Serial Number ("SN") 36248 (the "HELICOPTER") in the configuration outlined in Enclosure 1of this Attachment H1 in an **"AS IS"** condition with no warranty.

COUNTY and CONTRACTOR agree that the purchase price for SN 36248 projected at the time of trade-in is as listed in the table below and will be subject to adjustment pursuant to the terms set forth in Article C, i through vi.

Aircraft Trade-In Table

Aircraft	**Flight Hours at Time of Trade**	**Purchase Price**
BELL 412EP SN **36248**	TBD	$2,652,038.00

The following stipulations apply:

A. The Bell 412EP Helicopter, SN 36248 shall be insured by COUNTY or its Affiliates at a value of at least the Purchase Price listed in the table above.

B. The insurance coverage on the Bell 412EP Helicopter, SN 36248 shall be maintained by COUNTY until the date on which title to Bell 412EP Helicopter, SN 36248 is transferred by COUNTY to CONTRACTOR.

C. Regarding the purchase price of the Bell 412EP helicopter, the individual total airframe time on Bell 412EP Helicopter, SN 36248 must not exceed 600 hours (hour limit) from the hours at time of purchase by the CONTRACTOR as listed in the Aircraft Trade-In Table. In the event the individual airframe total time exceeds the hour limit specified in the Aircraft Trade-In Table, the Purchase Price will be reduced by multiplying the number of flight hours exceeding the limit by Five Hundred U.S. Dollars ($500.00 USD).

The Bell 412EP Helicopter, SN 36248 is subject to repair and corrections as specified in Article C i through vi of this agreement.

i. Prior to accepting Bell 412EP Helicopter, SN 36248 pursuant to this CONTRACT, CONTRACTOR shall be entitled to conduct an inspection and check flight of the helicopter(s). The helicopter(s), Bell 412EP Helicopter, SN 36248 must be airworthy and presented for inspection at a mutually agreed location.

ii. The inspection will include an evaluation of the aircraft, engines, and accessories as well as a review of the logbooks and maintenance records. In the event discrepancies exceeding a reasonable and customary repair value of Five Hundred U.S. Dollars ($500.00 USD) are discovered during the course of the inspections, COUNTY will be responsible for the repair, at the County's expense, to correct the discrepancies, including compliance with Technical Bulletins (T.B.'s) and Commercial Engine Bulletins (C.E.B.'s) issued at the time of transfer, or the costs to correct the discrepancies may be deducted from the Purchase Price assignment for Bell 412EP Helicopter, SN 36248.

iii. The aircraft's engines must achieve not less than the minimum power as listed in the approved rotorcraft flight manual with the Power Assurance Checks performed by CONTRACTOR's pilot. In the event the engines do not meet the minimum Power Assurance Checks, COUNTY will be allowed to make necessary repairs, at the expense of the County, that are required to correct any deficiency and will be responsible for the costs associated with any maintenance or repairs required to restore the engines to the minimum power assurance limit. The aircraft must have an accident-free history record after the date AgustaWestland inspected the helicopter and made an offer to the County up to title transfer or, in the event the aircraft has been involved in an accident after the date AgustaWestland inspected the helicopter and made an offer to the County up to title transfer, the County will be responsible to make necessary repairs such that the aircraft meets airworthy standards and accident damage has been repaired.

iv. After discrepancies, if any, are addressed, purchase of the Bell 412EP Helicopter, SN 36248 will take place within thirty (30) county business days following the effective date of the Contract No. RFP

01424, and will be accomplished at Miami Executive Airport or a mutually agreeable location. CONTRACTOR retains the exclusive rights to market and sell Bell 412EP Helicopter, SN 36248 from the date Notice to Proceed (NTP) for Contract No. RFP 01424 is issued , however, no sale of the Bell 412EP helicopter may be completed or helicopter transferred to a buyer until 30 county business days after the date that the County has accepted the new helicopter.

v. COUNTY must, at its own expense, provide CONTRACTOR with evidence of clear title to Bell 412EP Helicopter, SN 36248 as of the date of purchase by the CONTRACTOR.

vi. Except for minor discrepancies as noted herein, if COUNTY fails to meet any of the conditions described above regarding Bell 412EP Helicopter, SN 36248, after mutually agreeable reasonable opportunity to cure any such failure, CONTRACTOR is not bound or obligated to accept Bell 412EP Helicopter, SN 36248 for purchase until discrepancies have been resolved.

For the purposes of this CONTRACT, the PARTIES agree that the **"AS IS"** condition of HELICOPTER is as the aircraft exists as of the issue date of the standard certificate of airworthiness. If HELICOPTER is damaged or involved in an accident between the date mentioned above and the date on which the title to HELICOPTER is to be transferred to CONTRACTOR, and after a mutually agreeable reasonable opportunity to cure any such failure, this CONTRACT shall be null and void and CONTRACTOR will have no duty to proceed with the purchase of HELICOPTER. Payment to the County for the Bell 412EP helicopter shall be due from the CONTRACTOR within 30 calendar days following issuance of the certificate of airworthiness by the County.

1. COUNTRY OF DESTINATION AND REGISTRATION

CONTRACTOR declares and COUNTY acknowledges that HELICOPTER shall be registered in the United States of America as its country of destination.

2. DELIVERY AND ACCEPTANCE

HELICOPTER 412EP SN 36248 shall be scheduled for delivery and acceptance at Miami-Dade County, Florida, Miami Executive Airport or other mutually agreed upon location, as soon as possible but no later than thirty (30) county business days, or any extended time as may be agreed to by the Parties, following the effective date of the Contract No. RFP 01424, unless otherwise mutually agreed in writing by both PARTIES.

At the time of delivery to CONTRACTOR, as set forth below, the Helicopter shall be:

(a) in the configuration as specified in Attachment A agreement, with relevant documents, in an airworthy condition bearing a valid Standard Certificate of Airworthiness and Registration Certificate issued by FAA; and

(b) in airworthy condition, complete with all the equipment described in Enclosure 1 of this agreement installed, having suffered no significant damage (incident/accident), fully functional and having been subject to

normal use, wear and tear, all the mandatory bulletins, all the scheduled maintenance and inspections shall be incorporated.

CONTRACTOR shall perform an inspection on HELICOPTER 412EP SN 36248. COUNTY shall make the Helicopter and the relevant documentation available to the CONTRACTOR at COUNTY's facility located at Miami Executive Airport, Miami-Dade County, FL or mutually agreeable location. Upon successful completion of the inspection and CONTRACTOR test flight, CONTRACTOR or its representative shall sign an Acceptance Certificate for HELICOPTER 412EP SN 36248 confirming that it is in accordance with the CONTRACT, and accepted by CONTRACTOR.

Should CONTRACTOR reject the HELICOPTER on inspection and test due to demonstrated discrepancies related to the airworthiness that cannot be corrected during the acceptance process, then the COUNTY shall take the necessary corrective action and shall notify to the CONTRACTOR, in the shortest possible time, a new date on which the HELICOPTER shall be ready for acceptance.

The CONTRACTOR shall not be entitled to reject the HELICOPTER purely on account of minor deficiencies and in the event of there being any such minor deficiencies, the extent of these and remedial action for their removal by the COUNTY shall be jointly agreed upon between the CONTRACTOR and the COUNTY during the inspection and acceptance process.

CONTRACTOR agrees to keep indemnified the COUNTY against all costs, expenses, claims and liabilities whatsoever arising out of the CONTRACTOR and/or its representative's participation in the acceptance of the HELICOPTER and against all liability whatsoever for their death or injury or the loss of or damage to their belongings, except where the same resulted directly from the fault of the COUNTY.

Payment to the County for the Bell 412EP helicopter shall be due from the CONTRACTOR within 30 calendar days following CONTRACTOR's signature on the Certificate of Acceptance.

Following acceptance and provided that the obligations for payment of the CONTRACT have been fulfilled by CONTRACTOR, title to the HELICOPTER shall be transferred to and vest in CONTRACTOR free and clear of any encumbrances, liens, privileges, claims and rights of others upon transfer of title HELICOPTER shall be deemed delivered pursuant to the CONTRACT.

CONTRACTOR shall bear, from the time of title transfer, all risks of loss or damage, costs and expenses relating to the HELICOPTER and other SUPPLIES to be delivered as the contract goods, such as but not limited to storage charges, loss or damage, transportation, insurance, maintenance.

3. APPLICABLE LAW AND DISPUTES

The construction, interpretation, validity and performance of this CONTRACT, including appendices, and all matters relating to this CONTRACT shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

4. SPECIAL TERMS

4.1 COUNTY shall be responsible for deregistering the HELICOPTER after the inspection, flight test and acceptance of the HELICOPTER have been completed by the CONTRACTOR.

4.2 COUNTY shall provide a valid Standard Certificate of Airworthiness for the HELICOPTER after the inspection, flight test and acceptance of the HELICOPTER have been completed by the CONTRACTOR.

4.3 CONTRACTOR is entitled to inspect the HELICOPTER, the Logbooks and the Maintenance records of the HELICOPTER at the Maintenance Repair and Overhaul (MRO) facility or at the COUNTYS facility on a non-interference basis.

4.4 COUNTY, assisted by the CONTRACTOR, agrees to take such actions as may be necessary to comply with the requirements of the Cape Town Convention and establish an account on the International Registry as Transacting User Entity under the Cape Town Convention.

4.5 COUNTY agrees to provide evidence satisfactory to CONTRACTOR that (i) the CONTRACTOR's International Interests created under this CONTRACT have been or will be duly registered with the International Registry and (ii) each CONTRACT Document has been or will be duly filed, recorded or registered with any appropriate Governmental Authority in the state or province of registration in relation to the HELICOPTER and each applicable Engine.

5. NOTICES

All notices under this CONTRACT shall be in English, in writing and either delivered by hand or sent by registered mail, or by courier to the following addresses:

CONTRACTOR: **AGUSTAWESTLAND PHILADELPHIA CORPORATION**
3050 Red Lion Road
Philadelphia, PA 191 14
Attn: Sales and Marketing
Fax (215) 281-1462

COUNTY: **MIAMI-DADE COUNTY**
Miami-Dade Fire Rescue
9300 NW 41st Street
Doral, Florida 33178
Attn: Greg Rubin, Chief
Email: grubin@miamidade.gov

6. ENTIRE CONTRACT AND SIGNATURE

This CONTRACT is the entire agreement of the PARTIES concerning its subject matter, fully supersedes any prior understandings and/or communications between the PARTIES.

Any amendments to this CONTRACT shall be valid only when made in writing and signed by the PARTIES.

This CONTRACT is signed in two originals by the PARTIES, each one retaining an original thereof.

For COUNTY:

Name:
Title:

Signature:

Date:

For CONTRACTOR:

Name: William Hunt
Title: CEO AWPC

Signature:

Date: 11/15/19

ENCLOSURE 1
Bell 412EP SN 36248 HELICOPTER CONFIGURATION

TYPE:
Bell Helicopter 412EP
SERIAL NUMBER: 36248
REGISTRATION MARKS: NXXXXX

ENGINE 1:
PRATT & WHITNEY XXXXXXX
SERIAL NUMBER: XXXXXXXX

ENGINE 2:
PRATT & WHITNEY XXXXXXX
SERIAL NUMBER: XXXXXXXX

CERTIFICATION:
Standard Airworthiness Certificate

CONFIGURATION:
Utility EMS

AVIONICS

Com. Radio #1	Com. Radio #2
Nav Radio #1	Nav Radio #2
ADF #1	ADF #2
Transponder #1 (Mode S)	Transponder #2 (Mode S)
DME #1	DME #2
Radar Altimeter #1	Radar Altimeter #2
EGPWS	Weather Radar
XM Weather	Storm Scope
Audio Panel #1	Audio Panel #2
Audio Panel #3	Audio Panel #4
Flight Director #1	Flight Director #2
HSI #1	HSi #2
ADS-B	RNAV
GPS #1 IFR/VFR Certified	GPS #2 IFR/VFR Certified
ELT	TCAS/TCAD
VHF/UHF FM Radio #1	VHF/UHF FM Radio #2
Standby Att. Indicator	Auto Pilot
Flight Tracking	Attitude Gyro
CVR	DVR
FLIR System	Search Light
EVS	TAWS or HELITAWS

Cockpit Photo If Available

ADDITIONAL EQUIPMENT

Bleed Air Heater
Air Comm Air Conditioning System
High Skid Gear
Wire Strike Protection System
NVG Compatible
Rotor Brake
L/H Sliding Door
R/H Sliding Door
Anti-Collision Lights
Utility Mirrors
Cargo Hook

Dual Controls
Utility Int. F&R EMS
Windshield Wipers
Cargo Hook Suspension

Interior Photos If Available

EXTERIOR

Exterior Photo If Available

END OF DOCUMENT

- SALES CONTRACT FOR PURCHASE OF BELL 412 SN 36269

BETWEEN

MIAMI-DADE COUNTY

AND

AGUSTAWESTLAND PHILADELPHIA CORPORATION

REFERENCE: Bell 412EP SN 36269

CONTRACT

By and between:

MIAMI DADE COUNTY, a government entity with a place of business at Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974 (hereinafter referred to as "**COUNTY**") and

AGUSTAWESTLAND PHILADELPHIA CORPORATION, a company with a place of business at 3050 Red Lion Road, Philadelphia PA 19114 (herein referred to as "**CONTRACTOR**") and,

COUNTY and CONTRACTOR are collectively referred to as "PARTIES",

Whereas the COUNTY has agreed to purchase four (4) new AW139 Helicopters as replacements for the COUNTY's current fleet of Bell 412 EP Helicopters.

Whereas the CONTRACTOR is willing to purchase the COUNTY's current fleet of four (4) BELL 412 EP Helicopters identified via each helicopter's unique serial number (SN).

Whereas the CONTRACTOR has agreed to lease the BELL 412 EP Helicopters to the COUNTY under the terms and conditions in the individual Lease agreements, until such time as the new AW139 Helicopters have been delivered and accepted by the COUNTY pursuant to the delivery schedule in Attachment B to this Contract No. RFP 01424.

Whereas there is a corresponding Lease Agreement associated with each purchase agreement.

Whereas the CONTRACTOR is willing to purchase and the COUNTY is willing to sell the under listed products and services at the terms and conditions set out in this CONTRACT.

Now therefore, intending to be legally bound hereby, the PARTIES agree as follows:

CONTRACTOR will take COUNTY's used BELL 412EP HELICOPTER, Serial Number ("SN") 36269 (the "HELICOPTER") in the configuration outlined in Enclosure 1of this Attachment H2 in an **"AS IS"** condition with no warranty.

COUNTY and CONTRACTOR agree that the purchase price for SN 36269 projected at the time of trade-in is as listed in the table below and will be subject to adjustment pursuant to the terms set forth in Article C, i through vi.

Aircraft Trade-In Table

Aircraft	**Flight Hours at Time of Trade**	**Purchase Price**
BELL 412EP SN **36269**	TBD	$3,071,014.00

The following stipulations apply:

A. The Bell 412EP Helicopter, SN 36269 shall be insured by COUNTY or its Affiliates at a value of at least the Purchase Price listed in the table above.

B. The insurance coverage on the Bell 412EP Helicopter, SN 36269 shall be maintained by COUNTY until the date on which title to Bell 412EP Helicopter, SN 36269 is transferred by COUNTY to CONTRACTOR.

C. Regarding the purchase price of the Bell 412EP helicopter, the individual total airframe time on Bell 412EP Helicopter, SN 36269 must not exceed 600 hours (hour limit) from the hours at time of purchase by the CONTRACTOR as listed in the Aircraft Trade-In Table. In the event the individual airframe total time exceeds the hour limit specified in the Aircraft Trade-In Table, the Purchase Price will be reduced by multiplying the number of flight hours exceeding the limit by Five Hundred U.S. Dollars ($500.00 USD).

The Bell 412EP Helicopter, SN 36269 is subject to repair and corrections as specified in Article C i through vi of this agreement.

i. Prior to accepting Bell 412EP Helicopter, SN 36269 pursuant to this CONTRACT, CONTRACTOR shall be entitled to conduct an inspection and check flight of the helicopter(s). The helicopter(s), Bell 412EP Helicopter, SN 36269 must be airworthy and presented for inspection at a mutually agreed location.

ii. The inspection will include an evaluation of the aircraft, engines, and accessories as well as a review of the logbooks and maintenance records. In the event discrepancies exceeding a reasonable and customary repair value of Five Hundred U.S. Dollars ($500.00 USD) are discovered during the course of the inspections, COUNTY will be responsible for the repair, at the County's expense, to correct the discrepancies, including compliance with Technical Bulletins (T.B.'s) and Commercial Engine Bulletins (C.E.B.'s) issued at the time of transfer, or the costs to correct the discrepancies may be deducted from the Purchase Price assignment for Bell 412EP Helicopter, SN 36269.

iii. The aircraft's engines must achieve not less than the minimum power as listed in the approved rotorcraft flight manual with the Power Assurance Checks performed by CONTRACTOR's pilot. In the event the engines do not meet the minimum Power Assurance Checks, COUNTY will be allowed to make necessary repairs, at the expense of the County, that are required to correct any deficiency and will be responsible for the costs associated with any maintenance or repairs required to restore the engines to the minimum power assurance limit. The aircraft must have an accident-free history record after the date AgustaWestland inspected the helicopter and made an offer to the County up to title transfer or, in the event the aircraft has been involved in an accident after the date AgustaWestland inspected the helicopter and made an offer to the County up to title transfer, the County will be responsible to make necessary repairs such that the aircraft meets airworthy standards and accident damage has been repaired.

iv. After-discrepancies, if any, are addressed, purchase of the Bell 412EP Helicopter, SN 36269 will take place within thirty (30) county business days following the effective date of the Contract No. RFP

01424, and will be accomplished at Miami Executive Airport or a mutually agreeable location. CONTRACTOR retains the exclusive rights to market and sell Bell 412EP Helicopter, SN 36269 from the date Notice to Proceed (NTP) for Contract No. RFP 01424 is issued, however, no sale of the Bell 412EP helicopter may be completed or helicopter transferred to a buyer until 30 county business days after the date that the County has accepted the new helicopter.

v. COUNTY must, at its own expense, provide CONTRACTOR with evidence of clear title to Bell 412EP Helicopter, SN 36269 as of the date of purchase by the CONTRACTOR.

vi. Except for minor discrepancies as noted herein, if COUNTY fails to meet any of the conditions described above regarding Bell 412EP Helicopter, SN 36269, after mutually agreeable reasonable opportunity to cure any such failure, CONTRACTOR is not bound or obligated to accept Bell 412EP Helicopter, SN 36269 for purchase until discrepancies have been resolved.

For the purposes of this CONTRACT, the PARTIES agree that the **"AS IS"** condition of HELICOPTER is as the aircraft exists as of the issue date of the standard certificate of airworthiness. If HELICOPTER is damaged or involved in an accident between the date mentioned above and the date on which the title to HELICOPTER is to be transferred to CONTRACTOR, and after a mutually agreeable reasonable opportunity to cure any such failure, this CONTRACT shall be null and void and CONTRACTOR will have no duty to proceed with the purchase of HELICOPTER. Payment to the County for the Bell 412EP helicopter shall be due from the CONTRACTOR within 30 calendar days following issuance of the certificate of airworthiness by the County.

1. COUNTRY OF DESTINATION AND REGISTRATION

CONTRACTOR declares and COUNTY acknowledges that HELICOPTER shall be registered in the United States of America as its country of destination.

2. DELIVERY AND ACCEPTANCE

HELICOPTER 412EP SN 36269 shall be scheduled for delivery and acceptance at Miami-Dade County, Florida, Miami Executive Airport or other mutually agreed upon location, as soon as possible but no later than thirty (30) county business days, or any extended time as may be agreed to by the Parties, following the effective date of the Contract No. RFP 01424, unless otherwise mutually agreed in writing by both PARTIES.

At the time of delivery to CONTRACTOR, as set forth below, the Helicopter shall be:

(a) in the configuration as specified in Attachment A agreement, with relevant documents, in an airworthy condition bearing a valid Standard Certificate of Airworthiness and Registration Certificate issued by FAA; and

(b) in airworthy condition, complete with all the equipment described in Enclosure 1 of this agreement installed, having suffered no significant damage (incident/accident), fully functional and having been subject to normal use, wear and tear, all the mandatory bulletins, all the scheduled maintenance and inspections shall be incorporated.

CONTRACTOR shall perform an inspection on HELICOPTER 412EP SN 36269. COUNTY shall make the Helicopter and the relevant documentation available to the CONTRACTOR at COUNTY's facility located at Miami Executive Airport, Miami-Dade County, FL or mutually agreeable location. Upon successful completion of the inspection and CONTRACTOR test flight, CONTRACTOR or its representative shall sign an Acceptance Certificate for HELICOPTER 412EP SN 36269 confirming that it is in accordance with the CONTRACT, and accepted by CONTRACTOR.

Should CONTRACTOR reject the HELICOPTER on inspection and test due to demonstrated discrepancies related to the airworthiness that cannot be corrected during the acceptance process, then the COUNTY shall take the necessary corrective action and shall notify to the CONTRACTOR, in the shortest possible time, a new date on which the HELICOPTER shall be ready for acceptance.

The CONTRACTOR shall not be entitled to reject the HELICOPTER purely on account of minor deficiencies and in the event of there being any such minor deficiencies, the extent of these and remedial action for their removal by the COUNTY shall be jointly agreed upon between the CONTRACTOR and the COUNTY during the inspection and acceptance process.

CONTRACTOR agrees to keep indemnified the COUNTY against all costs, expenses, claims and liabilities whatsoever arising out of the CONTRACTOR and/or its representative's participation in the acceptance of the HELICOPTER and against all liability whatsoever for their death or injury or the loss of or damage to their belongings, except where the same resulted directly from the fault of the COUNTY.

Payment to the County for the Bell 412EP helicopter shall be due from the CONTRACTOR within 30 calendar days following CONTRACTOR's signature on the Certificate of Acceptance.

Following acceptance and provided that the obligations for payment of the CONTRACT have been fulfilled by CONTRACTOR, title to the HELICOPTER shall be transferred to and vest in CONTRACTOR free and clear of any encumbrances, liens, privileges, claims and rights of others upon transfer of title HELICOPTER shall be deemed delivered pursuant to the CONTRACT.

CONTRACTOR shall bear, from the time of title transfer, all risks of loss or damage, costs and expenses relating to the HELICOPTER and other SUPPLIES to be delivered as the contract goods, such as but not limited to storage charges, loss or damage, transportation, insurance, maintenance.

3. APPLICABLE LAW AND DISPUTES

The construction, interpretation, validity and performance of this CONTRACT, including appendices, and all matters relating to this CONTRACT shall be

governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

4. SPECIAL TERMS

4.1 COUNTY shall be responsible for deregistering the HELICOPTER after the inspection, flight test and acceptance of the HELICOPTER have been completed by the CONTRACTOR.

4.2 COUNTY shall provide a valid Standard Certificate of Airworthiness for the HELICOPTER after the inspection, flight test and acceptance of the HELICOPTER have been completed by the CONTRACTOR.

4.3 CONTRACTOR is entitled to inspect the HELICOPTER, the Logbooks and the Maintenance records of the HELICOPTER at the Maintenance Repair and Overhaul (MRO) facility or at the COUNTYS facility on a non-interference basis.

4.4 COUNTY, assisted by the CONTRACTOR, agrees to take such actions as may be necessary to comply with the requirements of the Cape Town Convention and establish an account on the International Registry as Transacting User Entity under the Cape Town Convention.

4.5 COUNTY agrees to provide evidence satisfactory to CONTRACTOR that (i) the CONTRACTOR's International Interests created under this CONTRACT have been or will be duly registered with the International Registry and (ii) each CONTRACT Document has been or will be duly filed, recorded or registered with any appropriate Governmental Authority in the state or province of registration in relation to the HELICOPTER and each applicable Engine.

5. NOTICES

All notices under this CONTRACT shall be in English, in writing and either delivered by hand or sent by registered mail, or by courier to the following addresses:

CONTRACTOR: **AGUSTAWESTLAND PHILADELPHIA CORPORATION**
3050 Red Lion Road
Philadelphia, PA 191 14
Attn: Sales and Marketing
Fax (215) 281-1462

COUNTY: **MIAMI-DADE COUNTY**
Miami-Dade Fire Rescue
9300 NW 41st Street
Doral, Florida 33178
Attn: Greg Rubin, Chief
Email: grubin@miamidade.gov

6. ENTIRE CONTRACT AND SIGNATURE

This CONTRACT is the entire agreement of the PARTIES concerning its subject matter, fully supersedes any prior understandings and/or communications between the PARTIES.

Any amendments to this CONTRACT shall be valid only when made in writing and signed by the PARTIES.

This CONTRACT is signed in two originals by the PARTIES, each one retaining an original thereof.

For COUNTY:

Name:
Title:

Signature:

Date:

For CONTRACTOR:

Name: William J Hunt
Title: CEO AWDC

Signature:

Date: 11/15/19

ENCLOSURE 1
Bell 412EP SN 36269 HELICOPTER CONFIGURATION

TYPE:
Bell Helicopter 412EP
SERIAL NUMBER: 36269
REGISTRATION MARKS: NXXXXX

ENGINE 1:
PRATT & WHITNEY XXXXXXX
SERIAL NUMBER: XXXXXXXX

ENGINE 2:
PRATT & WHITNEY XXXXXXX
SERIAL NUMBER: XXXXXXXX

CERTIFICATION:
Standard Airworthiness Certificate

CONFIGURATION:
Utility EMS

AVIONICS

Com. Radio #1
Nav Radio #1
ADF #1
Transponder #1 (Mode S)
DME #1
Radar Altimeter #1
EGPWS
XM Weather
Audio Panel #1
Audio Panel #3
Flight Director #1
HSI #1
ADS-B
GPS #1 IFR/VFR Certified
ELT
VHF/UHF FM Radio #1
Standby Att. Indicator
Flight Tracking
CVR
FLIR System
EVS

Com. Radio #2
Nav Radio #2
ADF #2
Transponder #2 (Mode S)
DME #2
Radar Altimeter #2
Weather Radar
Storm Scope
Audio Panel #2
Audio Panel #4
Flight Director #2
HSI #2
RNAV
GPS #2 IFR/VFR Certified
TCAS/TCAD
VHF/UHF FM Radio #2
Auto Pilot
Attitude Gyro
DVR
Search Light
TAWS or HELITAWS

Cockpit Photo If Available

ADDITIONAL EQUIPMENT

Bleed Air Heater
Air Comm Air Conditioning System
High Skid Gear
Wire Strike Protection System
NVG Compatible
Rotor Brake
L/H Sliding Door
R/H Sliding Door
Anti-Collision Lights
Utility Mirrors
Cargo Hook
Dual Controls

Utility Int. F&R EMS
Windshield Wipers
Cargo Hook Suspension

Interior Photos If Available

EXTERIOR

Exterior Photo If Available

END OF DOCUMENT

ATTACHMENT H1 - SALES CONTRACT FOR PURCHASE OF BELL 412 SN 36358

BETWEEN

MIAMI-DADE COUNTY

AND

AGUSTAWESTLAND PHILADELPHIA CORPORATION

REFERENCE: Bell 412EP SN 36358

CONTRACT

By and between:

MIAMI DADE COUNTY, a government entity with a place of business at Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974 (hereinafter referred to as "**COUNTY**") and

AGUSTAWESTLAND PHILADELPHIA CORPORATION, a company with a place of business at 3050 Red Lion Road, Philadelphia PA 19114 (herein referred to as "**CONTRACTOR**") and,

COUNTY and CONTRACTOR are collectively referred to as "PARTIES",

Whereas the COUNTY has agreed to purchase four (4) new AW139 Helicopters as replacements for the COUNTY's current fleet of Bell 412 EP Helicopters.

Whereas the CONTRACTOR is willing to purchase the COUNTY's current fleet of four (4) BELL 412 EP Helicopters identified via each helicopter's unique serial number (SN).

Whereas the CONTRACTOR has agreed to lease the BELL 412 EP Helicopters to the COUNTY under the terms and conditions in the individual Lease agreements, until such time as the new AW139 Helicopters have been delivered and accepted by the COUNTY pursuant to the delivery schedule in Attachment B to this Contract No. RFP 01424.

Whereas there is a corresponding Lease Agreement associated with each purchase agreement.

Whereas the CONTRACTOR is willing to purchase and the COUNTY is willing to sell the under listed products and services at the terms and conditions set out in this CONTRACT.

Now therefore, intending to be legally bound hereby, the PARTIES agree as follows:

CONTRACTOR will take COUNTY's used BELL 412EP HELICOPTER, Serial Number ("SN") 36358 (the "HELICOPTER") in the configuration outlined in Enclosure 1of this Attachment H1 in an **"AS IS"** condition with no warranty.

COUNTY and CONTRACTOR agree that the purchase price for SN 36358 projected at the time of trade-in is as listed in the table below and will be subject to adjustment pursuant to the terms set forth in Article C, i through vi.

Aircraft Trade-In Table

Aircraft	**Flight Hours at Time of Trade**	**Purchase Price**
BELL 412EP SN **36358**	TBD	$3,288,041.00

The following stipulations apply:

A. The Bell 412EP Helicopter, SN 36358 shall be insured by COUNTY or its Affiliates at a value of at least the Purchase Price listed in the table above.

B. The insurance coverage on the Bell 412EP Helicopter, SN 36358 shall be maintained by COUNTY until the date on which title to Bell 412EP Helicopter, SN 36358 is transferred by COUNTY to CONTRACTOR.

C. Regarding the purchase price of the Bell 412EP helicopter, the individual total airframe time on Bell 412EP Helicopter, SN 36358 must not exceed 600 hours (hour limit) from the hours at time of purchase by the CONTRACTOR as listed in the Aircraft Trade-In Table. In the event the individual airframe total time exceeds the hour limit specified in the Aircraft Trade-In Table, the Purchase Price will be reduced by multiplying the number of flight hours exceeding the limit by Five Hundred U.S. Dollars ($500.00 USD).

The Bell 412EP Helicopter, SN 36358 is subject to repair and corrections as specified in Article C i through vi of this agreement.

i. Prior to accepting Bell 412EP Helicopter, SN 36358 pursuant to this CONTRACT, CONTRACTOR shall be entitled to conduct an inspection and check flight of the helicopter(s). The helicopter(s), Bell 412EP Helicopter, SN 36358 must be airworthy and presented for inspection at a mutually agreed location.

ii. The inspection will include an evaluation of the aircraft, engines, and accessories as well as a review of the logbooks and maintenance records. In the event discrepancies exceeding a reasonable and customary repair value of Five Hundred U.S. Dollars ($500.00 USD) are discovered during the course of the inspections, COUNTY will be responsible for the repair, at the County's expense, to correct the discrepancies, including compliance with Technical Bulletins (T.B.'s) and Commercial Engine Bulletins (C.E.B.'s) issued at the time of transfer, or the costs to correct the discrepancies may be deducted from the Purchase Price assignment for Bell 412EP Helicopter, SN 36358.

iii. The aircraft's engines must achieve not less than the minimum power as listed in the approved rotorcraft flight manual with the Power Assurance Checks performed by CONTRACTOR's pilot. In the event the engines do not meet the minimum Power Assurance Checks, COUNTY will be allowed to make necessary repairs, at the expense of the County, that are required to correct any deficiency and will be responsible for the costs associated with any maintenance or repairs required to restore the engines to the minimum power assurance limit. The aircraft must have an accident-free history record after the date AgustaWestland inspected the helicopter and made an offer to the County up to title transfer or, in the event the aircraft has been involved in an accident after the date AgustaWestland inspected the helicopter and made an offer to the County up to title transfer, the County will be responsible to make necessary repairs such that the aircraft meets airworthy standards and accident damage has been repaired.

iv. After discrepancies, if any, are addressed, purchase of the Bell 412EP Helicopter, SN 36358 will take place within thirty (30) county business days following the effective date of the Contract No. RFP

01424, and will be accomplished at Miami Executive Airport or a mutually agreeable location. CONTRACTOR retains the exclusive rights to market and sell Bell 412EP Helicopter, SN 36358 from the date Notice to Proceed (NTP) for Contract No. RFP 01424 is issued, however, no sale of the Bell 412EP helicopter may be completed or helicopter transferred to a buyer until 30 county business days after the date that the County has accepted the new helicopter.

v. COUNTY must, at its own expense, provide CONTRACTOR with evidence of clear title to Bell 412EP Helicopter, SN 36358 as of the date of purchase by the CONTRACTOR.

vi. Except for minor discrepancies as noted herein, if COUNTY fails to meet any of the conditions described above regarding Bell 412EP Helicopter, SN 36358, after mutually agreeable reasonable opportunity to cure any such failure, CONTRACTOR is not bound or obligated to accept Bell 412EP Helicopter, SN 36358 for purchase until discrepancies have been resolved.

For the purposes of this CONTRACT, the PARTIES agree that the **"AS IS"** condition of HELICOPTER is as the aircraft exists as of the issue date of the standard certificate of airworthiness. If HELICOPTER is damaged or involved in an accident between the date mentioned above and the date on which the title to HELICOPTER is to be transferred to CONTRACTOR, and after a mutually agreeable reasonable opportunity to cure any such failure, this CONTRACT shall be null and void and CONTRACTOR will have no duty to proceed with the purchase of HELICOPTER. Payment to the County for the Bell 412EP helicopter shall be due from the CONTRACTOR within 30 calendar days following issuance of the certificate of airworthiness by the County.

1. COUNTRY OF DESTINATION AND REGISTRATION

CONTRACTOR declares and COUNTY acknowledges that HELICOPTER shall be registered in the United States of America as its country of destination.

2. DELIVERY AND ACCEPTANCE

HELICOPTER 412EP SN 36358 shall be scheduled for delivery and acceptance at Miami-Dade County, Florida, Miami Executive Airport or other mutually agreed upon location, as soon as possible but no later than thirty (30) county business days, or any extended time as may be agreed to by the Parties, following the effective date of the Contract No. RFP 01424, unless otherwise mutually agreed in writing by both PARTIES.

At the time of delivery to CONTRACTOR, as set forth below, the Helicopter shall be:

(a) in the configuration as specified in Attachment A agreement, with relevant documents, in an airworthy condition bearing a valid Standard Certificate of Airworthiness and Registration Certificate issued by FAA; and

(b) in airworthy condition, complete with all the equipment described in Enclosure 1 of this agreement installed, having suffered no significant damage (incident/accident), fully functional and having been subject to

normal use, wear and tear, all the mandatory bulletins, all the scheduled maintenance and inspections shall be incorporated.

CONTRACTOR shall perform an inspection on HELICOPTER 412EP SN 36358. COUNTY shall make the Helicopter and the relevant documentation available to the CONTRACTOR at COUNTY's facility located at Miami Executive Airport, Miami-Dade County, FL or mutually agreeable location. Upon successful completion of the inspection and CONTRACTOR test flight, CONTRACTOR or its representative shall sign an Acceptance Certificate for HELICOPTER 412EP SN 36358 confirming that it is in accordance with the CONTRACT, and accepted by CONTRACTOR.

Should CONTRACTOR reject the HELICOPTER on inspection and test due to demonstrated discrepancies related to the airworthiness that cannot be corrected during the acceptance process, then the COUNTY shall take the necessary corrective action and shall notify to the CONTRACTOR, in the shortest possible time, a new date on which the HELICOPTER shall be ready for acceptance.

The CONTRACTOR shall not be entitled to reject the HELICOPTER purely on account of minor deficiencies and in the event of there being any such minor deficiencies, the extent of these and remedial action for their removal by the COUNTY shall be jointly agreed upon between the CONTRACTOR and the COUNTY during the inspection and acceptance process.

CONTRACTOR agrees to keep indemnified the COUNTY against all costs, expenses, claims and liabilities whatsoever arising out of the CONTRACTOR and/or its representative's participation in the acceptance of the HELICOPTER and against all liability whatsoever for their death or injury or the loss of or damage to their belongings, except where the same resulted directly from the fault of the COUNTY.

Payment to the County for the Bell 412EP helicopter shall be due from the CONTRACTOR within 30 calendar days following CONTRACTOR's signature on the Certificate of Acceptance .

Following acceptance and provided that the obligations for payment of the CONTRACT have been fulfilled by CONTRACTOR, title to the HELICOPTER shall be transferred to and vest in CONTRACTOR free and clear of any encumbrances, liens, privileges, claims and rights of others upon transfer of title HELICOPTER shall be deemed delivered pursuant to the CONTRACT.

CONTRACTOR shall bear, from the time of title transfer, all risks of loss or damage, costs and expenses relating to the HELICOPTER and other SUPPLIES to be delivered as the contract goods, such as but not limited to storage charges, loss or damage, transportation, insurance, maintenance.

3. APPLICABLE LAW AND DISPUTES

The construction, interpretation, validity and performance of this CONTRACT, including appendices, and all matters relating to this CONTRACT shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

4. SPECIAL TERMS

4.1 COUNTY shall be responsible for deregistering the HELICOPTER after the inspection, flight test and acceptance of the HELICOPTER have been completed by the CONTRACTOR.

4.2 COUNTY shall provide a valid Standard Certificate of Airworthiness for the HELICOPTER after the inspection, flight test and acceptance of the HELICOPTER have been completed by the CONTRACTOR.

4.3 CONTRACTOR is entitled to inspect the HELICOPTER, the Logbooks and the Maintenance records of the HELICOPTER at the Maintenance Repair and Overhaul (MRO) facility or at the COUNTYS facility on a non-interference basis.

4.4 COUNTY, assisted by the CONTRACTOR, agrees to take such actions as may be necessary to comply with the requirements of the Cape Town Convention and establish an account on the International Registry as Transacting User Entity under the Cape Town Convention.

4.5 COUNTY agrees to provide evidence satisfactory to CONTRACTOR that (i) the CONTRACTOR's International Interests created under this CONTRACT have been or will be duly registered with the International Registry and (ii) each CONTRACT Document has been or will be duly filed, recorded or registered with any appropriate Governmental Authority in the state or province of registration in relation to the HELICOPTER and each applicable Engine.

5. NOTICES

All notices under this CONTRACT shall be in English, in writing and either delivered by hand or sent by registered mail, or by courier to the following addresses:

CONTRACTOR: **AGUSTAWESTLAND PHILADELPHIA CORPORATION**
3050 Red Lion Road
Philadelphia, PA 191 14
Attn: Sales and Marketing
Fax (215) 281-1462

COUNTY: **MIAMI-DADE COUNTY**
Miami-Dade Fire Rescue
9300 NW 41st Street
Doral, Florida 33178
Attn: Greg Rubin, Chief
Email: grubin@miamidade.gov

6. ENTIRE CONTRACT AND SIGNATURE

This CONTRACT is the entire agreement of the PARTIES concerning its subject matter, fully supersedes any prior understandings and/or communications between the PARTIES.

Any amendments to this CONTRACT shall be valid only when made in writing and signed by the PARTIES.

This CONTRACT is signed in two originals by the PARTIES, each one retaining an original thereof.

For COUNTY:

Name:
Title:

Signature:

Date:

For CONTRACTOR:

Name: William J Hunt
Title: CEO AWPC

Signature:

Date: 11/15/19

ENCLOSURE 1
Bell 412EP SN 36358 HELICOPTER CONFIGURATION

TYPE:
Bell Helicopter 412EP
SERIAL NUMBER: 36358
REGISTRATION MARKS: NXXXXX

ENGINE 1:
PRATT & WHITNEY XXXXXXX
SERIAL NUMBER: XXXXXXXX

ENGINE 2:
PRATT & WHITNEY XXXXXXX
SERIAL NUMBER: XXXXXXXX

CERTIFICATION:
Standard Airworthiness Certificate

CONFIGURATION:
Utility EMS

AVIONICS

Com. Radio #1
Nav Radio #1
ADF #1
Transponder #1 (Mode S)
DME #1
Radar Altimeter #1
EGPWS
XM Weather
Audio Panel #1
Audio Panel #3
Flight Director #1
HSI #1
ADS-B
GPS #1 IFR/VFR Certified
ELT
VHF/UHF FM Radio #1
Standby Att. Indicator
Flight Tracking
CVR
FLIR System
EVS

Com. Radio #2
Nav Radio #2
ADF #2
Transponder #2 (Mode S)
DME #2
Radar Altimeter #2
Weather Radar
Storm Scope
Audio Panel #2
Audio Panel #4
Flight Director #2
HSI #2
RNAV
GPS #2 IFR/VFR Certified
TCAS/TCAD
VHF/UHF FM Radio #2
Auto Pilot
Attitude Gyro
DVR
Search Light
TAWS or HELITAWS

Cockpit Photo If Available

ADDITIONAL EQUIPMENT

Bleed Air Heater
Air Comm Air Conditioning System
High Skid Gear
Wire Strike Protection System
NVG Compatible
Rotor Brake
L/H Sliding Door
R/H Sliding Door
Anti-Collision Lights
Utility Mirrors
Cargo Hook

Dual Controls
Utility Int. F&R EMS
Windshield Wipers
Cargo Hook Suspension

Interior Photos If Available

EXTERIOR

Exterior Photo If Available

END OF DOCUMENT

ATTACHMENT #4 - SALES CONTRACT FOR PURCHASE OF BELL 412 SN 36382

BETWEEN

MIAMI-DADE COUNTY

AND

AGUSTAWESTLAND PHILADELPHIA CORPORATION

REFERENCE: Bell 412EP SN 36382

CONTRACT

By and between:

MIAMI DADE COUNTY, a government entity with a place of business at Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974 (hereinafter referred to as "**COUNTY**") and

AGUSTAWESTLAND PHILADELPHIA CORPORATION, a company with a place of business at 3050 Red Lion Road, Philadelphia PA 19114 (herein referred to as "**CONTRACTOR**") and,

COUNTY and CONTRACTOR are collectively referred to as "PARTIES",

Whereas the COUNTY has agreed to purchase four (4) new AW139 Helicopters as replacements for the COUNTY's current fleet of Bell 412 EP Helicopters.

Whereas the CONTRACTOR is willing to purchase the COUNTY's current fleet of four (4) BELL 412 EP Helicopters identified via each helicopter's unique serial number (SN).

Whereas the CONTRACTOR has agreed to lease the BELL 412 EP Helicopters to the COUNTY under the terms and conditions in the individual Lease agreements, until such time as the new AW139 Helicopters have been delivered and accepted by the COUNTY pursuant to the delivery schedule in Attachment B to this Contract No. RFP 01424.

Whereas there is a corresponding Lease Agreement associated with each purchase agreement.

Whereas the CONTRACTOR is willing to purchase and the COUNTY is willing to sell the under listed products and services at the terms and conditions set out in this CONTRACT.

Now therefore, intending to be legally bound hereby, the PARTIES agree as follows:

CONTRACTOR will take COUNTY's used BELL 412EP HELICOPTER, Serial Number ("SN") 36382 (the "HELICOPTER") in the configuration outlined in Enclosure 1of this Attachment H4 in an **"AS IS"** condition with no warranty.

COUNTY and CONTRACTOR agree that the purchase price for SN 36382 projected at the time of trade-in is as listed in the table below and will be subject to adjustment pursuant to the terms set forth in Article C, i through vi.

Aircraft Trade-In Table

Aircraft	**Flight Hours at Time of Trade**	**Purchase Price**
BELL 412EP SN **36382**	TBD	$3,109,417.00

The following stipulations apply:

A. The Bell 412EP Helicopter, SN 36382 shall be insured by COUNTY or its Affiliates at a value of at least the Purchase Price listed in the table above.

B. The insurance coverage on the Bell 412EP Helicopter, SN 36382 shall be maintained by COUNTY until the date on which title to Bell 412EP Helicopter, SN 36382 is transferred by COUNTY to CONTRACTOR.

C. Regarding the purchase price of the Bell 412EP helicopter, the individual total airframe time on Bell 412EP Helicopter, SN 36382 must not exceed 600 hours (hour limit) from the hours at time of purchase by the CONTRACTOR as listed in the Aircraft Trade-In Table. In the event the individual airframe total time exceeds the hour limit specified in the Aircraft Trade-In Table, the Purchase Price will be reduced by multiplying the number of flight hours exceeding the limit by Five Hundred U.S. Dollars ($500.00 USD).

The Bell 412EP Helicopter, SN 36382 is subject to repair and corrections as specified in Article C i through vi of this agreement.

i. Prior to accepting Bell 412EP Helicopter, SN 36382 pursuant to this CONTRACT, CONTRACTOR shall be entitled to conduct an inspection and check flight of the helicopter(s). The helicopter(s), Bell 412EP Helicopter, SN 36382 must be airworthy and presented for inspection at a mutually agreed location.

ii. The inspection will include an evaluation of the aircraft, engines, and accessories as well as a review of the logbooks and maintenance records. In the event discrepancies exceeding a reasonable and customary repair value of Five Hundred U.S. Dollars ($500.00 USD) are discovered during the course of the inspections, COUNTY will be responsible for the repair, at the County's expense, to correct the discrepancies, including compliance with Technical Bulletins (T.B.'s) and Commercial Engine Bulletins (C.E.B.'s) issued at the time of transfer, or the costs to correct the discrepancies may be deducted from the Purchase Price assignment for Bell 412EP Helicopter, SN 36382.

iii. The aircraft's engines must achieve not less than the minimum power as listed in the approved rotorcraft flight manual with the Power Assurance Checks performed by CONTRACTOR's pilot. In the event the engines do not meet the minimum Power Assurance Checks, COUNTY will be allowed to make necessary repairs, at the expense of the County, that are required to correct any deficiency and will be responsible for the costs associated with any maintenance or repairs required to restore the engines to the minimum power assurance limit. The aircraft must have an accident-free history record after the date AgustaWestland inspected the helicopter and made an offer to the County up to title transfer or, in the event the aircraft has been involved in an accident after the date AgustaWestland inspected the helicopter and made an offer to the County up to title transfer, the County will be responsible to make necessary repairs such that the aircraft meets airworthy standards and accident damage has been repaired.

iv. After discrepancies, if any, are addressed, purchase of the Bell 412EP Helicopter, SN 36382 will take place within thirty (30) county business days following the effective date of the Contract No. RFP

01424, and will be accomplished at Miami Executive Airport or a mutually agreeable location. CONTRACTOR retains the exclusive rights to market and sell Bell 412EP Helicopter, SN 36382 from the date Notice to Proceed (NTP) for Contract No. RFP 01424 is issued, however, no sale of the Bell 412EP helicopter may be completed or helicopter transferred to a buyer until 30 county business days after the date that the County has accepted the new helicopter.

v. COUNTY must, at its own expense, provide CONTRACTOR with evidence of clear title to Bell 412EP Helicopter, SN 36382 as of the date of purchase by the CONTRACTOR.

vi. Except for minor discrepancies as noted herein, if COUNTY fails to meet any of the conditions described above regarding Bell 412EP Helicopter, SN 36382, after mutually agreeable reasonable opportunity to cure any such failure, CONTRACTOR is not bound or obligated to accept Bell 412EP Helicopter, SN 36382 for purchase until discrepancies have been resolved.

For the purposes of this CONTRACT, the PARTIES agree that the **"AS IS"** condition of HELICOPTER is as the aircraft exists as of the issue date of the standard certificate of airworthiness. If HELICOPTER is damaged or involved in an accident between the date mentioned above and the date on which the title to HELICOPTER is to be transferred to CONTRACTOR, and after a mutually agreeable reasonable opportunity to cure any such failure, this CONTRACT shall be null and void and CONTRACTOR will have no duty to proceed with the purchase of HELICOPTER. Payment to the County for the Bell 412EP helicopter shall be due from the CONTRACTOR within 30 calendar days following issuance of the certificate of airworthiness by the County.

1. COUNTRY OF DESTINATION AND REGISTRATION

CONTRACTOR declares and COUNTY acknowledges that HELICOPTER shall be registered in the United States of America as its country of destination.

2. DELIVERY AND ACCEPTANCE

HELICOPTER 412EP SN 36382 shall be scheduled for delivery and acceptance at Miami-Dade County, Florida, Miami Executive Airport or other mutually agreed upon location, as soon as possible but no later than thirty (30) county business days, or any extended time as may be agreed to by the Parties, following the effective date of the Contract No. RFP 01424, unless otherwise mutually agreed in writing by both PARTIES.

At the time of delivery to CONTRACTOR, as set forth below, the Helicopter shall be:

(a) in the configuration as specified in Attachment A agreement, with relevant documents, in an airworthy condition bearing a valid Standard Certificate of Airworthiness and Registration Certificate issued by FAA; and

(b) in airworthy condition, complete with all the equipment described in Enclosure 1 of this agreement installed, having suffered no significant damage (incident/accident), fully functional and having been subject to

normal use, wear and tear, all the mandatory bulletins, all the scheduled maintenance and inspections shall be incorporated.

CONTRACTOR shall perform an inspection on HELICOPTER 412EP SN 36382. COUNTY shall make the Helicopter and the relevant documentation available to the CONTRACTOR at COUNTY's facility located at Miami Executive Airport, Miami-Dade County, FL or mutually agreeable location. Upon successful completion of the inspection and CONTRACTOR test flight, CONTRACTOR or its representative shall sign an Acceptance Certificate for HELICOPTER 412EP SN 36382 confirming that it is in accordance with the CONTRACT, and accepted by CONTRACTOR.

Should CONTRACTOR reject the HELICOPTER on inspection and test due to demonstrated discrepancies related to the airworthiness that cannot be corrected during the acceptance process, then the COUNTY shall take the necessary corrective action and shall notify to the CONTRACTOR, in the shortest possible time, a new date on which the HELICOPTER shall be ready for acceptance.

The CONTRACTOR shall not be entitled to reject the HELICOPTER purely on account of minor deficiencies and in the event of there being any such minor deficiencies, the extent of these and remedial action for their removal by the COUNTY shall be jointly agreed upon between the CONTRACTOR and the COUNTY during the inspection and acceptance process.

CONTRACTOR agrees to keep indemnified the COUNTY against all costs, expenses, claims and liabilities whatsoever arising out of the CONTRACTOR and/or its representative's participation in the acceptance of the HELICOPTER and against all liability whatsoever for their death or injury or the loss of or damage to their belongings, except where the same resulted directly from the fault of the COUNTY.

Payment to the County for the Bell 412EP helicopter shall be due from the CONTRACTOR within 30 calendar days following CONTRACTOR's signature on the Certificate of Acceptance.

Following acceptance and provided that the obligations for payment of the CONTRACT have been fulfilled by CONTRACTOR, title to the HELICOPTER shall be transferred to and vest in CONTRACTOR free and clear of any encumbrances, liens, privileges, claims and rights of others upon transfer of title HELICOPTER shall be deemed delivered pursuant to the CONTRACT.

CONTRACTOR shall bear, from the time of title transfer, all risks of loss or damage, costs and expenses relating to the HELICOPTER and other SUPPLIES to be delivered as the contract goods, such as but not limited to storage charges, loss or damage, transportation, insurance, maintenance.

3. APPLICABLE LAW AND DISPUTES

The construction, interpretation, validity and performance of this CONTRACT, including appendices, and all matters relating to this CONTRACT shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

4. SPECIAL TERMS

4.1 COUNTY shall be responsible for deregistering the HELICOPTER after the inspection, flight test and acceptance of the HELICOPTER have been completed by the CONTRACTOR.

4.2 COUNTY shall provide a valid Standard Certificate of Airworthiness for the HELICOPTER after the inspection, flight test and acceptance of the HELICOPTER have been completed by the CONTRACTOR.

4.3 CONTRACTOR is entitled to inspect the HELICOPTER, the Logbooks and the Maintenance records of the HELICOPTER at the Maintenance Repair and Overhaul (MRO) facility or at the COUNTYS facility on a non-interference basis.

4.4 COUNTY, assisted by the CONTRACTOR, agrees to take such actions as may be necessary to comply with the requirements of the Cape Town Convention and establish an account on the International Registry as Transacting User Entity under the Cape Town Convention.

4.5 COUNTY agrees to provide evidence satisfactory to CONTRACTOR that (i) the CONTRACTOR's International Interests created under this CONTRACT have been or will be duly registered with the International Registry and (ii) each CONTRACT Document has been or will be duly filed, recorded or registered with any appropriate Governmental Authority in the state or province of registration in relation to the HELICOPTER and each applicable Engine.

5. NOTICES

All notices under this CONTRACT shall be in English, in writing and either delivered by hand or sent by registered mail, or by courier to the following addresses:

CONTRACTOR: **AGUSTAWESTLAND PHILADELPHIA CORPORATION**
3050 Red Lion Road
Philadelphia, PA 191 14
Attn: Sales and Marketing
Fax (215) 281-1462

COUNTY: **MIAMI-DADE COUNTY**
Miami-Dade Fire Rescue
9300 NW 41st Street
Doral, Florida 33178
Attn: Greg Rubin, Chief
Email: grubin@miamidade.gov

6. ENTIRE CONTRACT AND SIGNATURE

This CONTRACT is the entire agreement of the PARTIES concerning its subject matter, fully supersedes any prior understandings and/or communications between the PARTIES.

Any amendments to this CONTRACT shall be valid only when made in writing and signed by the PARTIES.

This CONTRACT is signed in two originals by the PARTIES, each one retaining an original thereof.

For COUNTY:

Name:
Title:

Signature:

Date:

For CONTRACTOR:

Name: William J Hunt
Title: CEO AWPC

Signature:

Date: 11/15/19

ENCLOSURE 1
Bell 412EP SN 36382 HELICOPTER CONFIGURATION

TYPE:
Bell Helicopter 412EP
SERIAL NUMBER: 36382
REGISTRATION MARKS: NXXXXX

ENGINE 1:
PRATT & WHITNEY XXXXXXX
SERIAL NUMBER: XXXXXXXX

ENGINE 2:
PRATT & WHITNEY XXXXXXX
SERIAL NUMBER: XXXXXXXX

CERTIFICATION:
Standard Airworthiness Certificate

CONFIGURATION:
Utility EMS

AVIONICS

Com. Radio #1
Nav Radio #1
ADF #1
Transponder #1 (Mode S)
DME #1
Radar Altimeter #1
EGPWS
XM Weather
Audio Panel #1
Audio Panel #3
Flight Director #1
HSI #1
ADS-B
GPS #1 IFR/VFR Certified
ELT
VHF/UHF FM Radio #1
Standby Att. Indicator
Flight Tracking
CVR
FLIR System
EVS

Com. Radio #2
Nav Radio #2
ADF #2
Transponder #2 (Mode S)
DME #2
Radar Altimeter #2
Weather Radar
Storm Scope
Audio Panel #2
Audio Panel #4
Flight Director #2
HSi #2
RNAV
GPS #2 IFR/VFR Certified
TCAS/TCAD
VHF/UHF FM Radio #2
Auto Pilot
Attitude Gyro
DVR
Search Light
TAWS or HELITAWS

Cockpit Photo If Available

ADDITIONAL EQUIPMENT

Bleed Air Heater
Air Comm Air Conditioning System
High Skid Gear
Wire Strike Protection System
NVG Compatible
Rotor Brake
L/H Sliding Door
R/H Sliding Door
Anti-Collision Lights
Utility Mirrors
Cargo Hook

Dual Controls
Utility Int. F&R EMS
Windshield Wipers
Cargo Hook Suspension

Interior Photos If Available

EXTERIOR

Exterior Photo If Available

END OF DOCUMENT

AIRCRAFT LEASEBACK Agreement No. SN 36248
Bell 412EP

This Aircraft Lease (hereinafter referred to as the "Lease"), made this ____day of _____, 201_, by and between AgustaWestland Philadelphia Corporation (hereinafter referred to as "Lessor"), a Delaware corporation having its principal place of business at 3050 Red Lion Road, Philadelphia, PA 19114 and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW. 1st Street, Miami, Florida 33128 (hereinafter referred to as "Lessee"), is made in consideration of the agreements expressed herein.

WHEREAS, Lessor is in the business of leasing helicopters to aircraft operators, and;

WHEREAS, Lessee desires to lease from Lessor and Lessor is willing to lease to Lessee a Bell 412EP Helicopter, in accordance with and subject to the terms and conditions contained in this Lease, and;

WHEREAS, Lessor intends to lease to Lessee and Lessee intends to rent from Lessor a total of four (4) Bell 412EP aircraft. Lessor is leasing these aircraft to Lessee as a condition to the related sale to Lessee of four new AW139 helicopters produced by Lessor, and;

Whereas, Lessor and Lessee agree that lease of the Bell 412EP helicopter Serial Number 36248 by the Lessee is at no cost to the Lessee, except as specified in Section 4 - PAYMENTS herein, and;

THEREFORE, intending to be legally bound hereby, the Lessor and Lessee (hereinafter referred to individually as a "Party" and collectively as "the Parties"), hereto agree as follows:

Section 1. SUBJECT MATTER

Lessor hereby agrees to lease to Lessee a Bell 412EP helicopter bearing Serial Number 36248 (hereinafter referred to as the "Aircraft") with all associated equipment and components installed thereon, as more particularly identified in the attached Exhibit 1 to this Aircraft Lease Agreement No. SN 36248. Lessee hereby agrees that rent of said Aircraft is at no cost to the Lessee, and is based on the following terms and conditions. Lessor will lease to Lessee a total of four Bell 412EP aircraft, each subject to its own lease agreement. Each lease is directly connected to the purchase from Lessor by Lessee of one new AgustaWestland AW139 helicopter. Failure by Lessee to execute the sales Agreement related to each AW139 or BELL 412EP Helicopter will relieve Lessor of any obligations for the lease of the corresponding Bell 412EP. While there is no monthly rental payment due to Lessor, performance of the related sales agreements is necessary to the rights and obligations of the Parties as set forth below. Lessee shall have no legal title to the Aircraft notwithstanding the delivery of the Aircraft to Lessee and possession and use of the Aircraft by Lessee.

Section 2. TERM OF LEASE

(a) This Lease is a net lease. Lessor shall have no obligation, liability or responsibility to Lessee or any other person with respect to operation, location, possession, ownership, licensing, registration, compliance with laws, rules or regulations, maintenance, repairs, alterations, modifications, correction of faults or defects (whether or not required by applicable law) or insurance with respect to the Aircraft, all of which matters shall be, as between Lessor and Lessee, the sole responsibility of Lessee, regardless of upon whom such responsibilities may fall under applicable law or otherwise, and any payments hereunder have been set in reliance upon Lessee's sole responsibility for all such matters. Lessee acknowledges and agrees that its obligations to pay all amounts due and owing in accordance with the terms hereof shall be absolute and unconditional and shall not be released, discharged, waived, reduced, set-off or affected by any circumstance whatsoever.

(b) The term of this Lease shall begin on the date that Lessee accepts the Aircraft from Lessor, as noted in Exhibit 2 of this Lease, and continue until such time as Lessor delivers, and Lessee accepts, all of the AW139 aircraft pursuant to the related sales agreements executed by Lessor and Lessee (this lease period hereinafter referred to as the "Term of the Lease"). The Term of the Lease may be extended beyond the delivery of the related AW139 aircraft by mutual agreement of the Lessor and Lessee.

(c) On the date of delivery of the Aircraft to Lessee, Lessee will accept the Aircraft by executing and delivering to Lessor the Acceptance Receipt therefor in the form attached hereto as Exhibit 2. Thereupon, the Aircraft shall be deemed to have been accepted by Lessee at Miami Dade, FL on the date specified in the Acceptance Receipt and shall become subject to and governed by this Lease.

(d) Aircraft equipped as provided in Exhibit 1 – CONFIGURATION OF Bell 412EP HELICOPTER ACCESSORIES AND EQUIPMENT, shall be scheduled for acceptance and delivery ex Lessee facility in Miami Dade, Florida on _____ __, 20__ (the "Projected Delivery Date").

The Projected Delivery Date represents the date on which the Lessor shall provide the helicopter to the Lessee and is based on: (i) timely receipt by Lessor of all insurance, aircraft registration and any other information necessary to permit Lessor to proceed with work without delay and without interruption, and (ii) Lessee's compliance with the payment terms of the related AW139 sales agreement executed between Lessor and Lessee specified in Contract No RFP 01424.

While Lessor shall exercise its reasonable effort to achieve the Projected Delivery Date, Lessor shall not be liable or responsible for excusable delays, as specified in Appendix B-Section 4 (EXCUSABLE DELAYS) of Contract No. RFP 01424 or non-compliance resulting from any event beyond the reasonable control of Lessor, including, but not limited to, compliance with any applicable regulation of civil or military authority, technical changes due to flight safety reasons, acts of any Government or on behalf of them, war declared or undeclared, insurrection, riot or other acts of civil disobedience, embargo or trade restriction, delays or shortages in transportation, fuel, vendors' and/or subcontractors' delays, strikes, lockouts, slowdowns, labor disputes, fire, accident, explosion, epidemic, unusually severe weather, flood, earthquake, delay to certification, failure in performance of a subcontractor or other acts of God.

Lessor shall give written notice to Lessee of the events causing the excusable delay. Any such event shall delay the Projected Delivery Date to the extent of the excusable delay.

In case of a delay caused by Lessor of more than one hundred twenty (120) calendar days beyond the Projected Delivery Date, either Party shall have the right to cancel the undelivered portion of this Lease by giving written notice.

Section 3. INTENTIONALLY OMITTED

Section 4. PAYMENTS

(a) Lessee covenants and agrees to pay Lessor for the Aircraft in the following manner:

(3) The Lease permits an annual Aircraft utilization of six hundred (600) operating hours per year during the Term of the Lease.

(4) Within ten (10) calendar days after the last day of each month during the Term of the Lease, Lessee shall submit to Lessor a completed Monthly Operating Report showing the total number of flight hours logged during the preceding month.

(5) At the end of the Term of the Lease, Lessor shall invoice Lessee for the total number of operating hours logged in excess of the permitted annual utilization of six hundred (600) operating hours per year. At the end of the Term of the Lease, the permitted operating hours will be calculated by multiplying the number of months the Aircraft was leased by fifty (50) prorata. The operating hours in excess of permitted operating hours will be multiplied by the hourly utilization fee equal to Five Hundred U.S. Dollars ($500.00 USD) (this amount hereinafter referred to as the "Hourly Utilization Fee") to determine the invoice amount if any. Lessee's payment for all excess hours flown during the Term of the Lease will be due as specified in _____ of Contract No. RFP 01424 – METHODS AND TIME OF PAYMENT.

(6) In the event that the Term of the Lease is extended beyond twelve (12) months due to Lessor's failure to deliver the AW139 Helicopters referenced in the related sales agreement executed by Lessor and Lessee in accordance with that sales agreement, any Hourly Utilization Fee due the Lessor is waived.

(b) All amounts due from Lessee to Lessor under this Lease shall be paid in U.S. Dollars by bank wire transfer of Federal Funds to Lessor's account as identified below:

ACCOUNT NAME:	AgustaWestland Philadelphia Corporation 3050 Red Lion Road Philadelphia PA 19114
BANK NAME:	Wells Fargo Bank, N.A. 130 S. Juniper Street Philadelphia, PA 19109
ACCOUNT NUMBER:	2100011332005
ABA ROUTING NUMBER:	121000248
SWIFT BIC:	WFBIUS6S

(c) Lessee shall pay any and all taxes (without limitation, sales, value added taxes and use taxes), stamp, import and other duties or fees assessed or levied by any governmental, central, state, provincial or local taxing authority as a result of the Aircraft Lease Agreement (collectively, "Taxes").

Section 5. <u>DELIVERY AND WARRANTIES</u>

Except as otherwise provided, Lessor warrants that at the time of its delivery to Lessee, the Aircraft shall be subject to a valid and current Federal Aviation Administration (hereinafter referred to as the "FAA") Airworthiness Certificate or Export Certificate of Airworthiness as applicable. The Aircraft is otherwise being leased on an "AS IS" basis.

(a) THE AIRCRAFT AND ALL TRAINING, SPARE PARTS, TOOLS AND TECHNICAL ASSISTANCE FURNISHED TO LESSEE IN CONNECTION THEREWITH ARE BEING LEASED AND/OR FURNISHED IN AN "AS IS" CONDITION AND LESSOR MAKES NO WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY OBLIGATION OF LESSOR WITH RESPECT TO FITNESS (FOR USE OR FOR ANY PARTICULAR PURPOSE) DESIGN, CONDITION, QUALITY OF MATERIALS, OR WORKMANSHIP, DURABILITY, MERCHANTABILITY, LOSS OF USE OR CONSEQUENTIAL DAMAGE NOR SHALL THE

LESSOR BE LIABLE FOR INCIDENTAL DAMAGES OR FOR STRICT OR ABSOLUTE LIABILITY IN TORT AND LESSEE HEREBY WAIVES ALL REMEDIES OR LIABILITIES.

(b) Prior to delivery of the Aircraft to Lessee, Lessee shall conduct a ground technical inspection of the Aircraft and Lessor shall conduct an acceptance flight to demonstrate to Lessee's representatives that the Aircraft and its equipment are in a working condition in accordance with the provisions of this Lease. Any airworthiness discrepancies discovered during such inspection or flight will be corrected by Lessor prior to delivery of the Aircraft to Lessee.

Section 6. REPLACEMENTS

Lessee agrees that it will not modify or alter the Aircraft, or remove or replace any components or parts of the Aircraft, without the prior written consent of Lessor, as provided for in Section 9(a) of this Lease, except as is required for normal operations, maintenance and repair. Any and all improvements in, or changes and additions to, the Aircraft, or replacements of any components or parts of the Aircraft, constitute accessions to the Aircraft and shall be subject to all the terms and conditions of the Lease. No removal of any component or part from the Aircraft shall divest Lessor of all its superior title thereto unless and until such component or part is replaced by an item in serviceable, airworthy and good operating condition which is, in the opinion of Lessor, of substantially the same kind, equal or better value and utility (equal utility with respect to such an item shall be deemed to include, but not be limited to, the number of days, hours, cycles or landings since last major overhaul of the component or part replaced) the title to which, upon its being installed in or attached to the Aircraft, is validly vested in Lessor with such title being prior to the lien or claim of any other person.

If, at the time of the return of the Aircraft by Lessee to Lessor, the engines or other components installed thereon are not those owned or leased hereunder by Lessor, Lessee will at its own expense and concurrently with such return, furnish Lessor with a bill of sale in form and substance satisfactory to Lessor, with respect to each such engine and component duly vesting in Lessor valid legal title thereto, free and clear of all mortgages, liens, charges, encumbrances and security interests except any of the foregoing incurred by or securing claims against Lessor, and shall take such other action as Lessor may reasonably request in order that each such engine and component shall be duly and properly titled in Lessor.

Section 7. RETURN OF AIRCRAFT AND RECORDS

(a) Upon the expiration of the Term of the Lease, or if Lessor shall rightfully demand possession of the Aircraft pursuant to this Lease or otherwise, Lessee shall return the Aircraft to Lessor at Lessee's Facility, Miami Executive Airport, Miami-Dade County, FL or such other location as may be mutually agreed by both parties. At the time it is returned to Lessor, the Aircraft:

(1) Shall have on board the same quantity of fuel and oil and all of Lessor's equipment in serviceable condition as was on board at delivery to Lessee.

In the event the quantity of fuel in the returned Aircraft does not equal the amount on board at the time the Aircraft was delivered to Lessee, Lessee shall be liable for the cost of fuel at the then current market price.

(2) Shall have installed thereon all components installed thereon at the commencement of the term of this Lease or permitted replacements therefor.

(3) Shall have all modifications and alterations thereto which were made in accordance with the provisions of this Lease removed at Lessee's expense, provided that mandatory modifications and alterations which were made pursuant to the terms of any FAA Airworthiness Directive or a recommended or required Service Letter or Service Bulletin issued by the airframe or engine manufacturer shall not be removed.

(4) Shall be restored to and in the same condition as when delivered to Lessee. Shall be in

similar operating condition, shall be in similar physical condition and similar appearance (ordinary wear and tear excepted) with all systems operating as delivered. Fuselage, cowlings and tail boom shall be free of major dents, abrasions, scab patches, cracks and loose or pulled rivets. Windows shall be free of delamination, blemishes, cracks, crazing and shall be properly sealed. Doors shall be free moving, correctly rigged and fitted with serviceable seals. Paint for the Air craft shall be in a good condition, with no defects or deterioration to the paint finish. All mandatory placards and registration marks shall be in place. Bulkhead, ceiling panels, liners and interior trim shall be fitted securely and be clean and free of cracks and be in as good of a condition as when originally delivered. All nets shall be in similar condition as delivered. Floor covering shall be clean and effectively sealed and upholstery items shall be in a similar condition as delivered, clean and shall conform to the then-existing requirements of the FAA. The entire Aircraft shall be free from corrosion or shall be adequately treated by reference to Manufacturer's tolerance levels and FAA requirements. All fuel tanks and fuel lines shall be free from contamination, leaks and corrosion.

(5) Shall conform to the aircraft Type Certificate (TC), shall conform to Bell Helicopter Textron Inc. and Federal Aviation Authority (FAA) regulation on commercial operation of such a helicopter and have a valid and current FAA Airworthiness Certificate unless otherwise revoked or restricted by any governmental authority and not due to Lessee's failure to maintain or operate the Aircraft in compliance with Federal Aviation Regulations..

(6) Shall be free and clear of any mortgages, liens, charges, encumbrances and security interests, other than the Lease and any Lessor Liens.

(7) Shall be in compliance with applicable inspection cycle. Such inspection shall be performed at Lessee's expense.

(8) Shall have no damage history other than damage history existing and known to Lessor as of the Delivery Date or damage history that has been repaired in accordance with OEM's directive and after making such repairs, the value of the aircraft has not been negatively affected. If Lessor is of the opinion that the Aircraft value has been diminished due to the existence of any damage history Lessor and Lessee shall consult for the purposes of determining the diminution amount any values agreed upon in writing between Lessor and Lessee shall be binding on both Parties.

(9) Lessee shall deliver all records to Lessor including:

I) All records of maintenance, preventative maintenance, alterations and major repairs.

II) All Airframe, Rotor Blade, Rotor Components, Parts and Engine Logbooks endorsed with current total time and cycles for Airframe and Rotor Blade, total time and cycles for each engine and an entry for total time and cycles since overhaul and hot section inspection for each Engine and the Airframe logbook must include all appropriate endorsement verifying that the avionics have been periodically tested and inspected in accordance with all applicable provision of the Aviation Authority Regulations and the applicable maintenance program.

III) A current written summary certified by an Aviation Authority approved licensed mechanic listing the status of all applicable airworthiness directives and service bulletins for the Airframe, Engines, Parts, Rotor Blades, Parts and Rotor Components and appliances.

IV) A written summary certified by an Aviation Authority licensed mechanic of the current status of life limited and/or overhauled components for Airframe, Engines,

Engine accessories, Parts, Rotor Blades, Parts, Components and appliances as defined in the most current revision(s) of all Manufacturers' maintenance publications to the Aircraft.

V) Documentation and data for each component having an overhaul or inspection requirement of life limit, which components are identified in pertinent sections of the maintenance program applicable to Aircraft as follows a) an airworthiness release certificate or maintenance release tag, b) the manufacture work order or copy thereof verifying the details of each components overhaul and c) an appropriate record certifying date and expended time status of component when installed (i.e. copy of log or inspection squawk card) all of which must be properly organized and provided on board the Aircraft at the time it is returned to Lessor.

VI) Lessee shall also deliver to Lessor all manufactured supplied hard and soft copy flight operations manuals, manufacturer maintenance manuals; work cards computerized maintenance history, component serviceability tags, STCs, 337s maintenance manuals, flight manuals and structural repair manuals that were provided to Lessee upon commencement of Lease. All manuals or other documents delivered to Lessor that are subject to periodic revision will be fully up to date and current to the latest revision standard of any particular manual or document. Lessee will provide all of the Records to Lessor upon return of the Aircraft to Lessor, regardless of whether Lessee has conducted its periodic inspections of the Aircraft pursuant to pertinent sections of the a manufacture-recommended maintenance program. In the event any Records are missing or incomplete, Lessor shall have the right to cause any such Records to be reconstructed as Lessee's expense. All Records shall be in the English language.

VII) The Aircraft shall have undergone, not more than 30 calendar days prior to the return to the Lessor of the Aircraft, full and complete borescope and combustion section inspections. Any defects or discrepancies revealed shall be remedied in accordance with Engine Manufacturer guidelines and recommendation. If the Engine logs and technical record and/or condition trend monitoring data of any Engines indicates an acceleration in the rate of deterioration in the performance of an Engine, the Lessee will correct, to the Lessor's satisfaction, such conditions which are determined to exceed the Engine Manufacturer's maintenance manual tolerances or otherwise be causing such accelerated rate of deterioration. Lessee shall also at such time take whatever actions are necessary to ensure that the Engine(s) produce their rated power. The Lessee will give access to the Lessor to complete borescope and combustion section inspections.

VIII) The Aircraft fuel system shall have a full and entire fuel tank internal inspection carried out for sign of deterioration or leakage. Any and all such findings shall be cleared IAW the Manufacturer's recommendations by the Lessee at its sole cost. All findings shall be documented by paperwork and or video borescope shall be provided to the Lessor in both soft and hard copy. The Lessee will provide maintenance records to comply with this requirement.

IX) The Aircraft hydraulic system shall have a full and entire pressure testing inspection carried out on all flight control systems in accordance with OEM maintenance manuals and be inspected for deterioration or leakage. Any and all such finding shall be cleared IAW with the Manufacturer's recommendations by the Lessee at its sole cost. All findings shall be documented by paperwork and or video borescope shall be provided to the Lessor in both soft and hard copy.

(b) Prior to return of the Aircraft to Lessor, Lessor shall be entitled to conduct a ground technical acceptance inspection of the Aircraft and an acceptance flight at Lessee's expense. Any

discrepancies identified upon completion of the acceptance inspection will be corrected by the Lessee to bring the helicopter to a similar condition as noted at the time of the inspection conducted before the commencement of the lease.

(c) Lessee shall maintain all of the records, manuals and documents delivered to Lessee upon delivery of the Aircraft in a current and accurate condition and shall return such records, manuals and documents to Lessor upon return of the Aircraft. In the event any of the logs are missing or incomplete, Lessor shall have the right to cause the logs to be reconstructed at the expense of Lessee.

(d) Upon return of the Aircraft, duly authorized representatives of Lessee and Lessor shall execute a Return from Lease Receipt in the form attached hereto as Exhibit 3 to evidence return of the Aircraft and termination of the Lease. In recognition of the fact that the entire acceptance inspection procedure performed by Lessor after return of the Aircraft takes an unspecified number of work days after the Aircraft is physically returned to Lessor, Lessee's obligations for the return conditions specified in this Section shall survive the termination of the Lease until Lessor notifies Lessee that the Aircraft has been found acceptable. The cost of any repairs which are found to be required during the post-return inspection shall be borne in their entirety by Lessee.

(e) The Lessor shall have the right to invoice the Lessee for actual costs associated with the Lessee's Return of the Aircraft and Records identified in Section 7 of this Lease Agreement.

Section 8. AFFIRMATIVE COVENANTS OF LESSEE

Lessee covenants, agrees and warrants in particular, but without limiting other covenants and provisions hereof, as follows:

(a) Lessee is a duly organized political subdivision of the State of Florida in good standing under the laws of the state of Florida, and is duly qualified to do business as a governmental entity in good standing in any jurisdiction where the conduct of its business requires authority to carry on its business as presently conducted, to hold property under lease and to enter into and perform its duties under this Lease. The Lease has been duly authorized, executed and delivered by Lessee and is a valid and binding obligation on Lessee enforceable in accordance with its terms. Lessee shall maintain and continue its authority to take all action required of it hereunder.

(b) Lessee agrees that it will use the Aircraft solely in commercial, contract or other operations primarily in the United States of America, except that it may be flown temporarily flown in international waters and to islands in the Caribbean that do not conflict with OFAC sanctions for any purpose consistent with the provisions of this Lease. and that it will not use, or permit the Aircraft to be used, for any purpose for which it is not designed or reasonably suited or which could have the effect of rendering the required insurance coverage void or otherwise invalidated.

(c) Lessee agrees that it will comply in all respects with the laws of all jurisdictions in which its operations involving the Aircraft may extend including, without limitation, all rules of the U.S. Federal Aviation Administration and any other authority exercising any power or jurisdiction over such Aircraft to the extent that such laws and rules affect the operation or use of the Aircraft.

(d) Lessee agrees that the payments due to Lessor under this Lease shall be net to the Lessor. Lessee agrees to pay and discharge and to indemnify and hold harmless Lessor from (i) all taxes, fines or penalties imposed as the result of Lessee's use, possession, operation and leasing of this Aircraft or other property subject to this Lease, and (ii) all charges imposed for repairs, storage and maintenance of the Aircraft and its components, and (iii) all other charges, of any nature, imposed against Lessee or Lessor which relate to or are in any way connected to Lessee's use, possession, operation or leasing of the Aircraft. For purposes of this Section, taxes shall include all taxes imposed at a Federal, State or local level including federal excise taxes, sales and use taxes, personal property taxes, assessments and governmental fees, duties or charges whether charged

to or assessed against either Lessor or Lessee.

(e) Lessee agrees that it will, at all times, permit Lessor's representative to inspect the Aircraft, whether on the ground or in flight, and all documents and records pertaining to the Aircraft or operation thereof. Upon the request of the Lessor, the Lessee shall confirm to the Lessor the location of the Aircraft.

(f) Lessee agrees that it will, at its own cost and expense, procure and maintain insurance in such amounts, in such form and with such insurers, provisions and endorsements as are set forth in Exhibit 4.

Prior to the date of delivery of the Aircraft to Lessee by Lessor, Lessee shall submit to Lessor insurance certificates reflecting that the required insurance will become effective upon delivery of the Aircraft. Lessor shall not be obligated to make delivery of the Aircraft to Lessee until Lessor has received evidence satisfactory to Lessor that the insurance required by this Section will be effective upon delivery of the Aircraft.

All policies providing insurance required by this Lease shall be renewed by binder, endorsement or cover note (or a new policy or policies providing similar coverage substituted therefore) not less than thirty (30) days before the respective expiration dates of the coverage of such policies, and Lessee shall promptly furnish Lessor with satisfactory evidence of such renewal or substitution.

Should Lessee fail or refuse to pay premiums for the required insurance as provided, Lessor may, but shall not be obligated to, pay the same, and the expense thereof shall become part of the amount that Lessee is required to pay under this Lease and, upon demand by Lessor, shall immediately be due and payable by Lessee to Lessor.

(g) Subject to the provisions of Section 768.28 of the Florida Statutes, and the mandatory maximum limits contained in that Section, Lessee agrees to defend, indemnify and save harmless Lessor, its directors, officers, employees and agents and its affiliated companies, their directors, officers, employees and agents, against and from any and all losses, liabilities, fines, penalties, damages, injuries, laborers' or mechanics' liens and any other claims or demands of any nature whatsoever caused by the negligent acts or omissions of Lessee, its directors, officers, employees or agents, arising or alleged to have arisen out of the leasing, possession, use, operation, condition, maintenance or ownership of the Aircraft. Lessee agrees to handle any claim or defend any suit or action brought against Lessor, its agents or employees as a result of negligence on the part of Lessee and to assume all losses, costs and expenses, including attorneys' fees, in connection therewith or resulting therefrom. Lessor shall promptly give Lessee notice of institution of such suit or action upon receipt of such claim or demand. The obligations under this Section shall survive any termination of this Lease and are in accordance with Article 2 - TERM OF LEASE, and are subordinate to Article 10 – INDEMNIFICATION AND INSURANCE of Contract No. RFP 01424.

(h) Lessee agrees that it will promptly furnish to Lessor notice of any litigation which is threatened or brought against Lessee and which might affect Lessee's ability to fulfill its obligations under this Lease. Lessee agrees that it will keep Lessor continuously advised of any developments with respect thereto. Lessee warrants that, at the time of its execution of this Lease, there are no pending or threatened actions or proceedings against or affecting Lessee before any court, regulatory commission, board, agency or governmental authority which, if adversely determined, would materially adversely affect the financial condition of Lessee or its ability to perform its obligations under this Lease.

(i) Lessee agrees that it assumes and shall bear the entire risk of loss of, damage to and loss of use of the Aircraft from any and every source whatsoever, commencing upon the delivery of the Aircraft, but such assumption of risk shall not include liability of the Lessor as manufacturer or repairer. If the Aircraft is lost, destroyed or damaged beyond repair, or stolen, expropriated, confiscated,

hijacked or otherwise placed permanently beyond the control of Lessee or Lessor in such manner that an Insurer issuing a policy of insurance covering the Aircraft would settle a claim on the basis of a total loss, Lessee shall, within one hundred twenty (120) County business days after such loss, destruction, damage, theft, expropriation, confiscation, hijacking or placing beyond control, pay Lessor therefor in cash an amount equal to the total of:

(1) The stipulated loss value of the Aircraft as set forth in Exhibit 4; and

(2) Any other amounts which may have been due from Lessee to Lessor under any other provisions of this Lease or otherwise.

If the Aircraft is damaged but able to be repaired, Lessee shall be responsible for the full cost of repair, whether or not such costs are covered by Lessee's insurance policies, and regardless of any deductible amounts which may exist under Lessee's insurance policies.

If there is a total loss of the Aircraft, Lessee shall be responsible to reimburse Lessor for the market value of the helicopter, whether or not such value is covered by Lessee's insurance policies, and regardless of any deductible amounts which may exist under Lessee's insurance policies.

(j) Upon delivery, Lessee represents that the Aircraft will be based in Miami-Dade County Florida and that Lessee is responsible to promptly notify Lessor upon any change of the Aircraft's base location.

(k) Lessee agrees that it will operate and maintain the Aircraft in accordance with all technical publications regarding the Aircraft type as published by Bell Helicopter or any manufacturers of the various components on the Aircraft. Lessee further agrees that only original Bell Helicopter parts or original Pratt & Whitney parts supplied through the Eagle Service Program will be used in any engine repairs required during the term of the Lease.

(l) Intentionally Omitted.

(m) Lessee agrees to enter into a Total Genuine Bell Parts Support Plan Fixed Hourly (Flight) (hereinafter referred to as "BELL PBH Program") for the Aircraft and maintain the BELL PBH Program in force throughout the Term of the Lease.

(n) Lessee agrees to enter into a Lessor approved Engine Service Program (hereinafter referred to as the "ESP Program") that covers the Two (2) PT6 Engine Twin Pac Aircraft engines and maintain it in force throughout the Term of the Lease.

Section 9. NEGATIVE COVENANTS OF LESSEE

During the term of this Lease, Lessee will not, without the prior written consent of Lessor:

(a) Modify or alter the Aircraft or any portion thereof. Lessee shall submit a completed Helicopter Alteration Request form to Lessor on each occasion that Lessee wishes to modify or alter the Aircraft. Lessor shall have absolute discretion to approve or disapprove any proposed modification or alteration or the manner by which it is accomplished except where the same is required by law or regulation. Lessor will advise Lessee in writing whether the proposed modification or alteration is approved or disapproved. If the modification or alteration is approved by Lessor, Lessee may proceed to make the approved modification or alteration. Lessee acknowledges that it is obligated to supply Lessor with all documentation and drawings related to the manner in which the modification or alteration is performed and all required approvals. The format of the Helicopter Alteration Request form is set forth in Exhibit 5 to this Lease. Lessee further acknowledges that it is responsible for returning the Aircraft to Lessor in the same configuration as it was accepted by Lessee at commencement of the Lease. Therefore, Lessee acknowledges that it is responsible to remove from the Aircraft any equipment installed pursuant to an approved Helicopter Alteration Request, or otherwise, as well as to repair all areas from which such equipment is removed.

Lessee acknowledges and agrees that it is responsible for all costs incurred by Lessor for removal of equipment and repair to the removal areas in the event that Lessee has not complied with these requirements prior to returning the Aircraft to Lessor.

(b) Take any action which might impair or place in jeopardy U.S. registration or ownership of the Aircraft.

(c) Part with possession of or enter into any sublease of the Aircraft, or any part thereof, to any person, firm or corporation.

(d) Voluntarily, involuntarily or by operation of law sell or otherwise dispose of, or enter into any commitment to sell or otherwise dispose of the Aircraft, any part thereof, or any interest therein.

(e) Voluntarily, involuntarily or by operation of law, sell, lease, assign, transfer or otherwise dispose of all or substantially all of its assets which would, in Lessor's reasonable opinion, substantially impair Lessee's ability to fulfill its obligations under this Lease.

(f) Do any act or voluntarily suffer or permit any act to be done whereby any insurance obtained pursuant to the terms of the Lease may be suspended or impaired. Lessee agrees that it will not, under any circumstances, suffer or permit the Aircraft to be used or operated during any period when the required insurance is not fully in effect.

(g) Operate or use or permit the operation or use of the Aircraft (i) to carry contraband, illegal narcotics, hazardous or dangerous cargo which might cause an undue risk of loss or damage to the Aircraft, or (ii) by pilots who do not possess current and valid licenses with the required ratings;

(h) Operate or use the Aircraft outside the limits on Lessor's operating specifications.

Section 10. TRAINING

Lessee agrees that the Aircraft will be operated only by FAA licensed pilots acting as Pilot In Command that have satisfactorily completed a Bell 412EP Pilot Transition Ground Course and an Initial Flight Course, both of which must be conducted by a certified flight school. In addition, Lessee agrees that the Aircraft will be operated only by FAA-licensed pilots who have satisfactorily completed a Bell 412EP Recurrent Flight Course and a Bell 412EP Pilot Recurrent Ground Course conducted by a certified flight school at twenty four (24) month intervals following the pilot's completion of the Bell 412EP Pilot Transition Ground Course and the Bell 412EP Initial Flight Course.

Lessee further agrees that the Aircraft will be maintained by FAA licensed Technicians and supervised by Technicians that have satisfactorily completed a Bell 412EPAirframe Maintenance Course conducted by the OEM.

Lessee shall be responsible for all costs associated with its personnel receiving necessary training. In the event that any training throughout the term of this Lease should take place, Lessee shall be responsible for the cost of the training course itself as well as for any expenses incurred by Lessor's training staff in order to conduct the training including, but not limited to, transportation, accommodations and per diem expenses.

Section 11. MAINTENANCE

Lessee agrees to operate and maintain the Aircraft in accordance with all Federal Aviation Administration regulations, as well as in accordance with all technical publications regarding the Aircraft, as published by Bell Helicopter and any other applicable equipment manufacturers. For purposes of this Lease, publications shall include, but are not limited to, FAA Airworthiness Directives ("A.D.s"); Bell Helicopter Technical Bulletins ("T.B.s"); pertinent engine bulletins; and applicable maintenance manuals. Lessor reserves the right to inspect the Aircraft and its records at any time throughout the duration of this Agreement in order to confirm compliance with all operational and maintenance requirements established by this Agreement.

Lessee shall be responsible for performing all maintenance, repairs and inspections which are required by the applicable airframe, engine and vendor equipment maintenance manuals and which may become due during the course of this Lease. Lessee shall not perform any overhaul of dynamic components outside a facility authorized by Bell Helicopter to conduct such activities. Lessee acknowledges that it will be responsible for the labor costs incurred in performing all maintenance, repairs and inspections as well as those incurred performing all repairs which are discovered to be required during the course of all maintenance, repairs and inspections of the Aircraft.

Lessee shall, at its own expense, promptly make any repair, alteration or modification of the Aircraft (i) that is necessary or advisable to comply with Lessee's obligations pursuant to this Lease or (ii) may be required to comply with any applicable law or any governmental rule or regulation (each, a "Required Improvement"). Any replacement parts installed on the Aircraft constituting a Required Improvement shall be the same make, same model (or approved superseding configuration and part number), and utility of the part being so replaced and all replacement parts installed on the Aircraft shall originate from commercial manufacturers holding appropriate FAA approvals and shall be traceable to the original manufacturer, with proper statement of manufacturer's authority quoted. Any repair made by Lessee of or upon the Aircraft or replacement parts, including any Replacement Engine, installed thereon in the course of repairing or maintaining the Aircraft, or any Required Improvement, shall, once installed on the Aircraft, be deemed an accession to the Aircraft, and title thereto shall immediately vest in Lessor and Lessee shall provide all documentation reasonably requested by Lessor evidencing same, all at Lessee's sole cost and expense.

Unless otherwise covered by the PBH Program or the ESP Program, Lessee will be responsible for the costs of all parts. Lessee will also be responsible for the costs of all consumable items, including, but not limited to, oil, fuel and grease. Lessee will also be responsible for all shipping costs related to the transit of parts for the Aircraft between Lessor and Lessee.

Any components removed from the Aircraft for the purpose of exchange or repair shall remain the property of Lessor and shall be returned by Lessee to Lessor at Lessee's expense.

Section 12. SPECIAL CONDITIONS

(a) Lessee agrees to take such actions as may be necessary to comply with the requirements of the Cape Town Convention and establish an account on the International Registry as Transacting User Entity under the Cape Town Convention.

(b) Lessee agrees to provide evidence satisfactory to Lessor that (i) the Lessor's International Interests created under each Lease Document have been or will be duly registered with the International Registry and (ii) each Lease Document has been or will be duly filed, recorded or registered with any appropriate Governmental Authority in the state or province of registration in relation to the Aircraft and each applicable Engine.

(c) Lessee agrees take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Lease Agreement.

(d) Use Outside of Country of Registration. The Aircraft shall be primarily operated, used or located in the United States of America, the country in which the Aircraft is to be registered by Lessee, except that it may be flown temporarily to islands in the Caribbean that do not conflict with OFAC sanctions for any purpose consistent with the provisions of this Lease. For the purposes of this limitation, "temporarily" shall mean a period of such limited duration, and in a manner, that is unlikely to subject the Aircraft to jurisdictional risks related to operating, locating or hangaring aircraft in foreign jurisdictions, including, among other things, the imposition of import duties, taxes, liens, claims, and operational and other aviation authority requirements which may be inconsistent with the provisions of this Lease. With the exception of the USA, Lessee shall not

have the right to fly or ship the Aircraft to any other country without the prior written consent of the Lessor.

(e) Lessee's Conveyances; and Liens. Lessee shall not sell (or offer or advertise the sale of), assign, charter (except with the express written permission of Lessor), sublease, timeshare, pool, interchange, convey, mortgage or otherwise transfer, encumber or otherwise dispose of this Lease, the Aircraft, any engine, any rotor blade, any rotor component or any part or any part thereof (including all associated rights and the related International Interests), and any such transfer or encumbrance, whether by operation of law or otherwise, shall be null and void, in all respects. In addition, Lessee shall not relinquish possession of the Aircraft, or any engine, rotor blade, rotor component or part or install any engine, rotor blade, rotor component or part, or permit any engine, rotor blade, rotor component or part to be installed, on any aircraft other than the Aircraft leased hereunder except as expressly set forth herein or, alternatively, with the written consent of Lessor. The foregoing shall not be deemed to prohibit the delivery of possession of the Aircraft, any engine, rotor blade, rotor component or part to another person for testing, service, repair, maintenance, overhaul or, to the extent permitted hereby, for alteration or modification. Lessee will not create or suffer to exist any Liens on or with respect to the Aircraft, any engine, rotor blade, rotor component or part.

(f) Lessor and Lessee both understand that absent the execution and performance of the four (4) related AW139 and four (4) BELL 412EP sales agreements executed by Lessor and Lessee, Lessor and Lessee would not otherwise enter into this Agreement. Should Lessee terminate any of the related sales contracts, this Agreement will terminate immediately and Lessor may immediately demand the return of the Aircraft. Lessee will bear any cost of returning the Aircraft to Lessor and any additional expenses incurred by Lessor in accepting the Aircraft described in this Agreement and returning the Aircraft to the condition they were in prior to Lessee's acceptance of the Aircraft at the beginning of the Term of the Lease.

Section 13. **LOSS AND DAMAGE:**

Lessee hereby assumes and shall bear the entire risk of any loss, theft, confiscation, expropriation, requisition, damage to, or destruction of, the Aircraft, any engine or part thereof from any cause whatsoever, including without limitation, intentional criminal acts and acts of terrorism. If for any reason the Aircraft, or any engine thereto becomes worn out, lost, stolen, confiscated, expropriated, requisitioned, hijacked, destroyed, irreparably damaged, rendered inaccessible (geographically or otherwise) or unusable (**"Casualty Occurrences"**), Lessee shall promptly and fully notify Lessor in writing. If, in the opinion of Lessor, a Casualty Occurrence has occurred which affects only the engine(s) of the Aircraft, then Lessee, at its own cost and expense, shall replace such engine(s) with a replacement engine(s) acceptable to Lessor (the **"Replacement Engine"**) and cause title to such Replacement Engine(s) to be transferred to Lessor for lease to Lessee under this Lease and such title transfer shall be evidenced by documents sufficient, in Lessor's discretion, to register it with the International Registry in the name of Lessor and Lessor shall acquire title to the Replacement Engine(s) subject to no liens or international registrations (except Permitted Liens). Upon transfer of title to Lessor of such Replacement Engine(s), such Replacement Engine(s) shall be subject to the terms and conditions of this Lease, and Lessee shall execute whatever documents or filings Lessor deems necessary and appropriate in connection with the substitution of such Replacement Engine(s) for the original engine(s). If, in the opinion of Lessor, a Casualty Occurrence has occurred with respect to the Aircraft in its entirety, after such Casualty Occurrence (the **"Payment Date"**), Lessee shall pay Lessor all other amounts which are due under this Lease as of the Payment Date. Upon payment of all sums due hereunder, Lessor shall have the right to transfer title to the salvage AS IS to the applicable insurance company without representation or warranty of any kind whatsoever other than the absence of Liens arising by or through Lessor, and Lessee shall cooperate with Lessor to consummate such transfer of title (including, without limitation, making all required filings at the FAA and the International Registry). This Lease shall terminate (except for the provisions hereof which by their terms survive any termination of this Lease) upon payment of all sums due hereunder and, if Lessor has exercised its right to transfer title to the salvage, upon consummation of such transfer. If the Aircraft or any engine or part thereof sustains any reparable

damage, Lessee shall (i) repair such damage in good workmanlike manner so as to restore the Aircraft, engine or part thereof to the condition it was in (assuming Lessee had complied with the provisions of this Lease) prior to the occurrence of any such damage.

Section 14. DEFAULT

Time is of the essence in this Lease. An event of default shall occur if Lessee shall, for any reason whatsoever, voluntary or involuntary, (i) fail to make any payment to Lessor required under this Lease within the terms set forth in Contract No. RFP 01424: Article 9 – METHOD AND TIME OF PAYMENT, or (ii) fail to observe any other provisions of this Lease in any respect, or (iii) if Lessee shall file a voluntary petition in bankruptcy, or proceedings in bankruptcy are instituted against Lessee, or (iv) if a court takes jurisdiction of Lessee and its assets pursuant to proceedings under the provisions of any applicable reorganization statute, or (v) Lessee is adjudged insolvent, or a receiver of Lessee's assets is appointed on account of insolvency, or (vi) Lessee makes a general assignment for the benefit of its creditors, or (vii) if the Aircraft shall be seized under execution or other legal process, or (viii) fail to maintain COMP Program or ESP Program coverage on the Aircraft and engines.

Section 15. REMEDIES

Upon the occurrence of any event of default and at any time thereafter Lessor may, having provided a 60 day notice to the Lessee, exercise one or more of the following remedies, as Lessor in its sole discretion shall elect:

a) Lessor may notify Lessee that it is in default of the Lease and instruct Lessee to cease operating the Aircraft until such time as Lessor is satisfied that the event of default has been corrected Lessor shall have sole authority to determine whether the event of default has been corrected and whether such correction has been accomplished in a timely manner. Lessee agrees that it will immediately cease operating the Aircraft upon receipt of those instructions from Lessor.

b) Intentionally Omitted

c) Lessor may immediately proceed to take possession of the Aircraft in any manner provided by law, or Lessor may, at its option, and Lessor is hereby empowered to, with legal process, and with demand, enter upon the premises where such Aircraft may be and take possession of and remove the same. Lessor may, at its option, retain the Aircraft so retaken as its own property and sell, lease or otherwise dispose of such Aircraft. This action by Lessor shall not impair recoveries to Lessor under the remedies elsewhere in this Section. All proceeds of any sale shall be retained by Lessor.

d) Lessor may enforce any additional or other rights and remedies it shall or may have at law, in equity or otherwise, with respect to any and all breaches which may be committed by Lessee.

e) With respect to Lessee's bankruptcy, insolvency or the equivalent, the Lessee waives to the extent now or hereafter permitted by applicable law, for itself and its successors and assigns, any and all rights the Lessee or the Lessee's successors or assigns may have under any bankruptcy, insolvency or similar laws, rules or regulations with respect to the continued use or possession of the Aircraft, or payment of rent therefor, or with respect to this Lease.

f) The Lessee shall be liable for all costs, charges and expenses to refurbish the Aircraft (as it relates to the event of default) by reason of the occurrence of any event of default or the exercise of the Lessor's remedies with respect thereto.

g) If this Lease is terminated by reason of default by the Lessee, the Lessee shall forthwith deliver possession of the Aircraft to the Lessor. The Aircraft so delivered shall be in the condition required by the return provisions of the Lease. The Lessee hereby irrevocably appoints the Lessor as the agent and attorney for the Lessee, with full power and authority, at any time while the Lessee is

obligated to deliver possession of the Aircraft to the Lessor, to demand and take possession of the Aircraft in the name and on behalf of the Lessee from whosoever shall be in possession of the Aircraft at the time.

Section 16. WAIVER OF PERFORMANCE

The waiver in a particular instance by either party of performance of any covenant or condition required of the other party under this Lease shall not thereafter preclude such party from demanding, in any other instance, full and complete performance in accordance with the terms of the Lease.

Section 17. APPLICABLE LAW, MODIFICATION AND CURRENCY

Unless the law of another sovereign shall mandatorily apply, this Lease shall be governed by the laws of the United States of America, as to issues of national law; and of the State of Florida, Miami-Dade County, as to issues of local law; and all issues of choice of law shall be resolved in favor of the selection of the laws of State of Florida, Miami-Dade County, as appropriate. The parties agree that any causes of action or claims which result from this Lease shall be heard exclusively by courts sitting in the State of Florida Miami Dade-County. This Lease, and any term or condition hereof, shall not be varied, contradicted, explained or supplemented by an oral agreement or representation, by course of dealing or performance or by usage of trade, nor amended or changed in any other manner except by an instrument in writing of even or subsequent date hereto, executed by both parties by their duly authorized representatives. Wherever used herein "dollars" shall be deemed to mean currency of the United States of America.

Section 18. ASSIGNMENT

This Lease shall inure to the benefit of and shall be binding upon each of the parties hereto and their respective successors and assigns. This Lease and any rights, interest or duties thereunder may not voluntarily, involuntarily or by operation of law be transferred or assigned in whole or in part by either Party without the prior written notice to the other Party. Lessor may at any time, without prior consent of Lessee, assign this Lease and/or any proceeds payable hereunder to any third party. In the event of assignment of this Lease by Lessor, the terms and obligations of the Lessor are unchanged and the Lessee shall continue to be obligated pursuant to the terms of this Lease.

Section 19. VALIDITY OF PROVISIONS

Any provision of this Lease which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. To the extent permitted by applicable law, the Lessee hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

Section 20. ENTIRE AGREEMENT

This Lease, together with all attached Exhibits, represents the entire agreement between the parties with respect to the subject matter contained and supersedes any and all prior understandings. This Lease shall constitute an agreement of lease and nothing herein shall be construed as conveying to the Lessee any right, title or interest in or to the Aircraft except as Lessee only.

Section 21. NOTICES

All notices hereunder shall be given by registered mail, or overnight courier, and the effective date of each notice shall be deemed to be the date upon which it was received. Unless either party shall notify the other in writing of a different address, both parties shall be addressed at their respective addresses as set forth below.

LESSOR: AgustaWestland Philadelphia Corporation

3050 Red Lion Road
Philadelphia, PA 19114
ATTN: Robert Brant
PHONE: 215-281-1440

LESSEE:

Miami-Dade County
Miami-Dade County Fire Rescue Department
9300 NW 41st Street
Doral, FL 33178
ATTN: Greg Rubin, Chief
Phone: 786-336-6702
E-mail: grubin@miamidade.gov

Section 22. REIMBURSEMENT OF COSTS

Lessee shall reimburse Lessor upon request for all costs, expenses and attorney's fees incurred by Lessor in enforcing or protecting its rights under this Lease in any proceeding or litigation in which the Lessor is the prevailing party.

Section 23. DOCUMENTS AND FILING

Concurrently with execution hereof and from time to time thereafter, at the reasonable request of each, Lessor and Lessee will, at their respective expense, make, execute and deliver all such further instruments and do such further acts and things as may be necessary and appropriate in the circumstances, to give effect to the provisions herein set forth and to more perfectly confirm the rights, titles and interests hereby established or intended.

Lessee agrees that Lessor may file this Lease and any Exhibits or amendments thereto with the FAA for recording and Lessor may take such other steps as Lessor deems reasonably necessary to protect Lessor's title to the Aircraft. Lessee further agrees that is will sign all documents which are necessary to accomplish recording the Lease with the FAA as well as all documents which are necessary to terminate said recording with the FAA.

Section 24. COSTS AND EXPENSES

All costs and expenses (including but not limited to Lessee's legal costs, filing fees and registration fees) shall be paid by Lessee. For the avoidance of doubt, any cost or expense incurred in connection with the clearing of the title to the Aircraft prior to the date the Lease is signed shall be borne by Lessor alone.

Section 25. COVENANTS REGARDING COMPLIANCE WITH THE CAPE TOWN CONVENTION

Lessor and Lessee each agree to take such actions as may be necessary to comply with the requirements of the Cape Town Convention (a) establish accounts on the International Registry as Transacting User Entities under the Cape Town Convention and irrevocably appoint Escrow Agent (or another party mutually acceptable to the Lessor and Lessee) as Professional User Entity, and (b) instruct such Professional User Entity to initiate and/or consent to the registrations on the International Registry as may be required by Lessor.

For purposes of this Agreement: (a), "**Cape Town Convention**" means, collectively, the official English language texts of (i) the Convention on International Interests in Mobile Convention on International Interests in Mobile Equipment, adopted on 16 November 2001 at a diplomatic conference held in Cape Town, South Africa; (ii) the Protocol to the Convention; (iii) the procedures for the International Registry issued by the supervisory authority thereof pursuant to the Convention and the Protocol to the

Convention; and (iv) the regulations for the International Registry issued by the supervisory authority thereof pursuant to the Convention and the Protocol, as the same may be amended or modified from time to time; and (b) **"International Registry"** means the International Registry of Mobile Assets located in Dublin, Ireland and established pursuant to the Cape Town Convention, along with any successor registry thereto.

Execution of this Agreement shall constitute written authorization by the Lessor and Lessee for Escrow Agent to make the registrations described herein on the International Registry.

Section 26. FURTHER COOPERATION

The Parties shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Lease Agreement.

Section 27. INSPECTION AND ACCEPTANCE

(a) Lessor shall give Lessee fifteen (15) days written notice of the date on which the Aircraft shall be scheduled to be ready for inspection, acceptance and delivery.

Lessee shall start the acceptance process at the Lessee's operational facility located at Miami Executive Airport, Miami-Dade County, FL within fifteen (15) days from the date notified by Lessor, arranging at its own expense and risk, for its authorized and qualified representative, to perform the inspection and acceptance of the Aircraft.

Upon successful completion of the inspection, Lessee or its representative shall sign an Acceptance Certificate prepared by the Lessor in respect to the Aircraft, confirming that it is in accordance with the Lease, and accepted by Lessee and is ready for delivery.

Should Lessee fail to attend the inspection within the above fifteen (15) days, the Aircraft shall be deemed as accepted by Lessee based on the Lessor's inspection and the certificate of conformity issued by Lessor's Quality Control Service shall replace in full the acceptance certificate.

Should Lessee reject the Aircraft on inspection and test due to demonstrated discrepancies which cannot be corrected during the acceptance process, then the Lessor shall take the necessary corrective action and shall notify the Lessee, in the shortest possible time, of a new date on which the Aircraft shall be ready for acceptance.

(b) The Lessee shall not be entitled to reject the Aircraft purely on account of minor deficiencies and in the event of there being any such minor deficiencies the extent of these and remedial action for their removal by the Lessor shall be jointly agreed between the Lessee and the Lessor during the inspection and acceptance process.

(c) Lessee agrees to indemnify the Lessor against all costs, expenses, claims and liabilities whatsoever arising out of the Lessee's and/or its representative's participation in the acceptance of the Aircraft and against all liability whatsoever for their death or injury or the loss of or damage to their belongings, except where the same results directly from the fault of the Lessor and are in accordance with Article 2 and are subordinate to Article 10 of Contract No. RFP 01424.

Section 28. INTENTIONALLY OMITTED

***Section 29.* REPORTS**

Lessee will provide Lessor with the following in writing within the time periods specified: (a) notice of any tax or other lien which attaches to the Aircraft and the full particulars of the tax or lien, within ten (10) days

after Lessee becomes aware of the tax or lien, (b) Lessee's and Guarantor's complete annual report prepared on a basis of generally accepted accounting principles, consistently applied, certified by a recognized firm of certified public accountants, within ninety (90) calendar days of the release of the annual report each fiscal year of Lessee or Guarantor, as the case may be (or, in the case of an individual guarantor, complete financial statements, reflecting the undersigned's assets, liabilities, net worth and income and expenses in reasonable detail, along with copies of the undersigned's most current tax returns, within ninety (90) days of the close of each calendar year) (together with a certificate of the authorized officer of Lessee stating that such officer has reviewed the activities of Lessee and that, to the best of such officer's knowledge, there exists no Event of Default or event which with notice or lapse of time (or both) would become an Event of Default), and any further financial information or reports (including quarterly reports), upon request; (c) notice to Lessor of the Aircraft's location, and the location of all information, logs, documents and records relating to the Aircraft and its use, maintenance and/or condition, immediately upon request; (d) notice to Lessor of the relocation of the Aircraft's primary hangar location, at least ten (10) days prior to any relocation; (e) notice of loss or damage to the Aircraft which would cost more than the lesser of (i) ten percent (10%) of the aircraft Hull Value Cost or (ii) two hundred thousand United States Dollars ($200,000.00) to repair or replace, within ten (10) days of such loss or damage; (f) notice of any accident involving the Aircraft causing personal injury or property damage, within ten (10) days of such accident; (g) copies of all information, logs, documents and records relating to the Aircraft and its use, maintenance and/or condition, within ten (10) days of such request; (h) such information as may be required to enable Lessor to file any reports required by any governmental authority as a result of Lessor's ownership of the Aircraft, promptly upon request of Lessor; (i) copies of any manufacturer's maintenance service program contract for the airframe or engines, promptly upon request by Lessor; (j) evidence of Lessee's compliance with FAA airworthiness directives and advisory circulars and of compliance with other maintenance provisions of Section 11 hereof and the return provisions of Section 11, promptly upon request of Lessor; (k) notice of any change in Lessee's state of incorporation or organization, within thirty (30) days of such change, (l) notice of any Optional Improvement or Required Improvement, prior to the installation of same and (m) such other reports or information as Lessor may reasonably request, including evidence regarding Lessee's compliance with its obligations under Section 7; provided that in no event shall Lessor have any duty or obligation to monitor, review or assess any security measures maintained by Lessee or Lessee's compliance with the provisions of Section 7, and there shall be no inference or implication therefrom that Lessor has reviewed or approved the adequacy or sufficiency of such recommendations or of the actual security measures or systems employed by Lessee.

Section 30. EXECUTION

This Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized officers:

LESSEE:	LESSOR:
MIAMI-DADE COUNTY	AGUSTAWESTLAND PHILADELPHIA CORPORATION
By: _____	By: William Lynch
Sign: _____	Sign:
Title: _____	Title: CEO AWPC
Date: _____	Date: 11/15/19

This is Counterpart No. 3 of a total of three (3) counterparts. Only Counterpart No. 3 shall be considered chattel paper for purposes of the Uniform Commercial Code and a security interest under the Uniform Commercial Code may be perfected only by possession of Counterpart No. 3.

EXHIBIT 1

CONFIGURATION OF BELL 412EP HELICOPTER
ACCESSORIES AND EQUIPMENT

BELL 412EP - Technical Sheet
TYPE: BELL 412EP
CLASS: _____
REG. MARKS: _____
SERIAL NUMBER: _____
DATE OF MANUFACTURE _____
ENGINE(S): PRATT & WHITNEY _____
SERIAL NUMBER: #1_____
SERIAL NUMBER: #2_____

CERTIFICATION:
Standard Airworthiness Certificate

CONFIGURATION:
Utility EMS

AVIONICS

Com. Radio #1
Nav Radio #1
ADF #1
Transponder #1 (Mode S)
DME #1
Radar Altimeter #1
EGPWS
Weather Radar
Audio Panel #1
Audio Panel #3
Flight Director #1
HSI #1
ADS-B
GPS #1 IFR/VFR Certified
ELT
VHF/UHF FM Radio #1
Standby Att. Indicator
Flight Tracking

Com. Radio #2
Nav Radio #2
Audio Panel #2
Audio Panel #4
Flight Director #2
HSI #2
RNAV
TCAS/TCAD
VHF/UHF FM Radio #2
Auto Pilot
Attitude Gyro

Search Light

Cockpit Photo If Available

ADDITIONAL EQUIPMENT

Bleed Air Heater
Air Comm Air Conditioning System

High Skid Gear
Wire Strike Protection System
NVG Compatible
Rotor Brake
L/H Sliding Door
R/H Sliding Door
Anti-Collision Lights
Utility Mirrors
Cargo Hook
Dual Controls
Utility Int. F&R EMS
Windshield Wipers
Cargo Hook Suspension

Interior Photos If Available

EXTERIOR

Exterior Photo If Available

EXHIBIT 2

ACCEPTANCE RECEIPT DATED _____, 20__

BETWEEN

AGUSTAWESTLAND PHILADELPHIA CORPORATION

AND

MIAMI-DADE COUNTY

Lessor and Lessee confirm that the Aircraft described on page two of this Receipt has been delivered at Miami-Dade, FL, as of the above date and that the Lease terms with respect to said Aircraft shall commence as of the delivery date set forth above.

Lessee confirms that the Aircraft has been examined by a duly appointed and authorized representative of Lessee and such examination shows that the Aircraft and its components are plainly and distinctly marked with the manufacturers' serial numbers set forth on page two of this Receipt.

Lessee confirms that on the date of this Acceptance Receipt: (i) the Aircraft was in good order and conformity with the provisions of the Lease, and: (ii) the Aircraft was duly accepted by Lessee, and: (iii) the Aircraft became subject to and governed by the provisions of the Lease, and: (iv) Lessee became obligated to pay the rentals to Lessor provided for in the Lease with respect to the Aircraft.

LESSEE:	LESSOR:
MIAMI-DADE COUNTY	AGUSTAWESTLAND PHILADELPHIA CORPORATION
By: _____	By: _____
Sign: _____	Sign: _____
Title: _____	Title: _____

EXHIBIT 2

QUANTITY	DESCRIPTION OF EQUIPMENT	MANUFACTURER	MANUFACTURER'S SERIAL NUMBERS
1	Helicopter model BELL 412EP	BELL	XXXXX
2	Engine(s) Model _____ _____	Pratt & Whitney	SERIAL NUMBER: #1_____ SERIAL NUMBER: #1_____

Aircraft & Engines

Airframe Total Time _____

Engine Total Time _____
Engine Cycles _____
Engine Total Time _____
Engine Cycles _____

Fuel on board at delivery _____ kilograms

Main Rotor Hub Assembly	SERIAL NUMBER: _____
Main Transmission	SERIAL NUMBER: _____
90 degree Gear Box	SERIAL NUMBER: _____
Main Rotor Blades	#1 SERIAL NUMBER: _____
	#2 SERIAL NUMBER: _____
	#3 SERIAL NUMBER: _____
	#4 SERIAL NUMBER: _____

EXHIBIT 2

HELICOPTER LOOSE EQUIPMENT

A/C SERIAL NUMBER _____
A/C REGISTRATION NUMBER _____

	AWPC VERIFICATION	CUSTOMER VERIFICATION
FLIGHT MANUAL, AIRFRAME & ENGINE LOGBOOKS		
AIRWORTHINESS & REGISTRATION CERTIFICATES		
FOUR (4) MAIN ROTOR TIE DOWNS		
TWO PITOT COVERS		
TWO INTAKE COVERS		
TWO HEADSETS & SHORT CORDS		
ONE SET OF CHOCKS		
ONE LIFTING EYE		
ONE TOW BAR & SHEAR PINS		
PUBLICATIONS:		
SET OF MAINTENANCE MANUALS		
SET OF IPB'S		
SET OF TECHNICAL BULLETINS		
SET OF INFORMATION LETTERS		
SET OF GENERAL INFORMATION LETTERS		
ENGINE OPERATIONS & MAINTENANCE MANUAL		
ENGINE PARTS CATALOG		
OVERHAUL MANUAL		
FIRST AID KIT		
JUMPER PLUG (COPILOT SIDE)		
FOUR EXHAUST PLUGS		
COPILOT FLIGHT CONTROL COVERS		
FIRE EXTINGUISHER		
COPILOT FLIGHT CONTROLS		
KEYS		
TOUCH-UP PAINT		

_____ _____ _____
MIAMI-DADE COUNTY Title Date

_____ _____ _____
AGUSTAWESTLAND PHILADELPHIA CORPORATION Title Date

EXHIBIT 3

RETURN FROM LEASE RECEIPT DATED

TO LEASE DATED _____, 20__

BETWEEN

AGUSTAWESTLAND PHILADELPHIA CORPORATION

AND

MIAMI-DADE COUNTY

Lessor and Lessee confirm that the Aircraft described on page two of this Receipt has been returned to Lessor at mutually agreed location as of the above date and that the Lease term with respect to the Aircraft has terminated as of the return date set forth above.

Lessor confirms that the Aircraft has been examined by a duly appointed and authorized representative of Lessor and such examination shows that the Aircraft and its components are plainly and distinctly marked with the manufacturers' serial numbers set forth on page two of this Receipt.

Lessor confirms that on the date of this Receipt the Aircraft was duly accepted by Lessor for return. Lessee's obligations regarding the return condition of the Aircraft as set forth in the Lease shall survive the termination of the Lease until such time as Lessor notifies Lessee in writing that all return conditions have been satisfied.

LESSEE:	LESSOR:
MIAMI-DADE COUNTY	AGUSTAWESTLAND PHILADELPHIA CORPORATION
By: _____	By: _____
Sign: _____	Sign: _____
Title: _____	Title: _____

EXHIBIT 3

QUANTITY	DESCRIPTION OF EQUIPMENT	MANUFACTURER	MANUFACTURER'S SERIAL NUMBERS
1	Helicopter model BELL 412EP	BELL	XXXXX
2	Engine(s) Model _____ _____	Pratt & Whitney	SERIAL NUMBER: #1_____ SERIAL NUMBER: #1_____

Aircraft & Engines

Airframe Total Time _____

Engine Total Time _____
Engine Cycles _____
Engine Total Time _____
Engine Cycles _____

Fuel on board at delivery _____ kilograms

Main Rotor Hub Assembly	SERIAL NUMBER: _____
Main Transmission	SERIAL NUMBER: _____
90 degree Gear Box	SERIAL NUMBER: _____
Main Rotor Blades	#1 SERIAL NUMBER: _____
	#2 SERIAL NUMBER: _____
	#3 SERIAL NUMBER: _____
	#4 SERIAL NUMBER: _____

EXHIBIT 3

HELICOPTER LOOSE EQUIPMENT

A/C SERIAL NUMBER _____
A/C REGISTRATION NUMBER _____

	AWPC VERIFICATION	CUSTOMER VERIFICATION
FLIGHT MANUAL, AIRFRAME & ENGINE LOGBOOKS		
AIRWORTHINESS & REGISTRATION CERTIFICATES		
FOUR (4) MAIN ROTOR TIE DOWNS		
TWO PITOT COVERS		
TWO INTAKE COVERS		
TWO HEADSETS & SHORT CORDS		
ONE SET OF CHOCKS		
ONE LIFTING EYE		
ONE TOW BAR & SHEAR PINS		
PUBLICATIONS:		
SET OF MAINTENANCE MANUALS		
SET OF IPB'S		
SET OF TECHNICAL BULLETINS		
SET OF INFORMATION LETTERS		
SET OF GENERAL INFORMATION LETTERS		
ENGINE OPERATIONS & MAINTENANCE MANUAL		
ENGINE PARTS CATALOG		
OVERHAUL MANUAL		
FIRST AID KIT		
JUMPER PLUG (COPILOT SIDE)		
FOUR EXHAUST PLUGS		
COPILOT FLIGHT CONTROL COVERS		
FIRE EXTINGUISHER		
COPILOT FLIGHT CONTROLS		
KEYS		
TOUCH-UP PAINT		

_____ _____ Title _____ Date _____
MIAMI-DADE COUNTY

_____ _____ Title _____ Date _____
AGUSTAWESTLAND PHILADELPHIA CORPORATION

EXHIBIT 4

Pursuant to the terms of the Lease, Lessee shall provide the following insurance:

1. Aircraft liability (including passenger legal liability, bodily injury and property damage) in an amount not less than Thirty Million US Dollars ($30,000,000.00 USD) for each single occurrence.

2. Comprehensive General Liability (bodily injury and property damage) in an amount not less than Twenty-Five Million US Dollars ($25,000,000.00 USD) for each single occurrence.

3. Insurance Against Loss or Damage to the Aircraft - All risk ground and flight aircraft hull insurance on an agreed value form basis in the amount of 120% of the value paid for the aircraft in US Dollars ($3,685,217.00 USD). Such insurance shall include:

   (a) F.O.D. (foreign object damage)

   (b) fire and explosion coverage and

   (c) lightening and electrical damage with respect to any engines or parts while removed from the aircraft and any engines or parts while temporarily installed on the aircraft.

   In addition, Lessee shall maintain war risk, hijacking, conspiracy, governmental confiscation and expropriation insurance.

   The hull insurance shall not be subject to a deductible in excess of 5% of hull value in motion.

   The all-risk physical damage coverage applicable to engines and parts shall be on a replacement basis with a maximum limit of not less than Three Hundred Thousand US Dollars ($300,000.00 USD) and shall not be subject to a not-in-motion deductible in excess of One Thousand US Dollars ($1,000.00 USD) nor an in-motion deductible in excess of Twenty-Five Thousand US Dollars ($25,000.00 USD).

4. Lessee shall provide, at its own expense, workmen's compensation insurance with all-states coverage for the crew and maintenance personnel.

5. Lessor as Additional Insured: Notice - Any policies of insurance carried in accordance with this Exhibit and any policies taken out in substitution or replacement for any such policies:

   (a) shall be amended to name Lessor, as owner of the aircraft, additional named insured as its interest may appear; and

   (b) with respect to insurance carried in accordance with paragraph (3) covering the aircraft, the policies shall be made payable to Lessor as loss payee and in the event of any loss shall be disbursed by Lessor to Lessee or other appropriate person in payment of the costs actually incurred with respect to repairs made to the aircraft so as to restore it to the operating condition required by the Lease or shall be disbursed as otherwise required by this Lease; and

EXHIBIT 4

(c) shall provide that if the insurers cancel such insurance for any reason whatever, or any substantial change is made in the coverage which affects the interest of Lessor, or the same is allowed to lapse for nonpayment of premium or such insurance coverage is reduced, such cancellation, change, lapse or reduction shall not be effective as to Lessor for thirty (30) days following receipt by Lessor of written notice by such insurers of such cancellation, change, lapse or reduction and

(d) shall provide that as respects the interest of Lessor in such policies, the insurance shall not be invalidated by any action or inaction of Lessee or any other person (other than Lessor) and shall not be invalidated by any action or inaction of Lessee or any other person (other than Lessor) and shall insure Lessor's interest, as it appears, regardless of any breach or violation of any warranties, declarations, or conditions contained in such policies by Lessee or any other person (other than Lessor).

Each insurance policy and their respective cover amounts obtained in accordance with the requirements set forth in this Exhibit shall:

(a) be primary without right of contribution from any other insurance which is carried by Lessor to the extent that such other insurance provides it with contingent and/or excess liability insurance with respect to its interest as such in the aircraft, and

(b) shall expressly provide that all of the provisions thereof, except the limits of liability, shall operate in the same manner as if there were a separate policy covering each insured, and shall waive any right of the insurers to any set-off or counterclaim or any other deduction by attachment or otherwise, in respect of Lessor or Lessee. Lessee shall arrange for appropriate certification as to the satisfaction of the requirements set forth in this Exhibit to be delivered promptly (and in any case not later than the Delivery Date for such aircraft) to Lessor by each insurer with respect thereto, which certification shall specifically acknowledge that the insurance is in conformity with this Exhibit.

6. Reports, etc. - Lessee will advise Lessor in writing promptly of any default for the payment of any premium and of any other act or omission on the part of Lessee which might invalidate or render unenforceable, in whole or in part, any insurance on the aircraft. Lessee will also advise Lessor in writing at least 30 days prior to the expiration or termination date of any insurance carried and maintained on the aircraft pursuant to this Section.

7. The insurance specified in this Exhibit shall be in full force and effect throughout any geographical areas at any time traversed by the aircraft.

EXHIBIT 5
AgustaWestland Philadelphia Corporation
Helicopter alteration request

To the attention of: AgustaWestland Philadelphia Corporation, 3050 Red Lion Road, Philadelphia, PA 19114 by MIAMI-DADE COUNTY for helicopter models BELL 412EP , SN _____, Registration Number _____, currently on lease to MIAMI-DADE COUNTY under Lease Agreement No. MMDD20__.

Description of the alteration:

_____

_____

Documents that will be provided:
FAA approval (TC, STC, field approval, DER approval)_____

Revised Equipment List (yes, no)

Revised weight and balance (yes, no)

Approved Flight Manual Supplement (yes, no)

Instructions for Continued Airworthiness (yes, no)

Manufacturing/installation drawings _____

Engineering reports (structural analysis, electrical load analysis,...)_____

Warranty information _____

List of vendors and subcontractors_____

Support requested from AgustaWestland Philadelphia Corporation

_____

Signature_____ date_____

AgustaWestland Philadelphia Corporation review:

Engineering : _____ date_____
Quality Control : _____ date_____
Chief Pilot : _____ date_____
Approved by Customer Service and Operations: _____ date_____
Inspection required : _____
Contract Administration : _____ date_____
Legal : _____ date_____
Approved by Director of Sales : _____ date_____

Inspection performed by : _____ date_____

Accepted by : _____ date_____

Attachment G2
AIRCRAFT LEASEBACK Agreement No. SN 36269
Bell 412EP

This Aircraft Lease (hereinafter referred to as the "Lease"), made this ____day of _____, 201_, by and between AgustaWestland Philadelphia Corporation (hereinafter referred to as "Lessor"), a Delaware corporation having its principal place of business at 3050 Red Lion Road, Philadelphia, PA 19114 and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW. 1st Street, Miami, Florida 33128 (hereinafter referred to as "Lessee"), is made in consideration of the agreements expressed herein.

WHEREAS, Lessor is in the business of leasing helicopters to aircraft operators, and;

WHEREAS, Lessee desires to lease from Lessor and Lessor is willing to lease to Lessee a Bell 412EP Helicopter, in accordance with and subject to the terms and conditions contained in this Lease, and;

WHEREAS, Lessor intends to lease to Lessee and Lessee intends to rent from Lessor a total of four (4) Bell 412EP aircraft. Lessor is leasing these aircraft to Lessee as a condition to the related sale to Lessee of four new AW139 helicopters produced by Lessor, and;

Whereas, Lessor and Lessee agree that lease of the Bell 412EP helicopter Serial Number 36269 by the Lessee is at no cost to the Lessee, except as specified in Section 4 - PAYMENTS herein, and;

THEREFORE, intending to be legally bound hereby, the Lessor and Lessee (hereinafter referred to individually as a "Party" and collectively as "the Parties"), hereto agree as follows:

Section 1. SUBJECT MATTER

Lessor hereby agrees to lease to Lessee a Bell 412EP helicopter bearing Serial Number 36269 (hereinafter referred to as the "Aircraft") with all associated equipment and components installed thereon, as more particularly identified in the attached Exhibit 1 to this Aircraft Lease Agreement No. SN 36269. Lessee hereby agrees that rent of said Aircraft is at no cost to the Lessee, and is based on the following terms and conditions. Lessor will lease to Lessee a total of four Bell 412EP aircraft, each subject to its own lease agreement. Each lease is directly connected to the purchase from Lessor by Lessee of one new AgustaWestland AW139 helicopter. Failure by Lessee to execute the sales Agreement related to each AW139 or BELL 412EP Helicopter will relieve Lessor of any obligations for the lease of the corresponding Bell 412EP. While there is no monthly rental payment due to Lessor, performance of the related sales agreements is necessary to the rights and obligations of the Parties as set forth below. Lessee shall have no legal title to the Aircraft notwithstanding the delivery of the Aircraft to Lessee and possession and use of the Aircraft by Lessee.

Section 2. TERM OF LEASE

(a) This Lease is a net lease. Lessor shall have no obligation, liability or responsibility to Lessee or any other person with respect to operation, location, possession, ownership, licensing, registration, compliance with laws, rules or regulations, maintenance, repairs, alterations, modifications, correction of faults or defects (whether or not required by applicable law) or insurance with respect to the Aircraft, all of which matters shall be, as between Lessor and Lessee, the sole responsibility of Lessee, regardless of upon whom such responsibilities may fall under applicable law or otherwise, and any payments hereunder have been set in reliance upon Lessee's sole responsibility for all such matters. Lessee acknowledges and agrees that its obligations to pay all amounts due and owing in accordance with the terms hereof shall be absolute and unconditional and shall not be released, discharged, waived, reduced, set-off or affected by any circumstance whatsoever.

(b) The term of this Lease shall begin on the date that Lessee accepts the Aircraft from Lessor, as noted in Exhibit 2 of this Lease, and continue until such time as Lessor delivers, and Lessee accepts, all of the AW139 aircraft pursuant to the related sales agreements executed by Lessor and Lessee (this lease period hereinafter referred to as the "Term of the Lease"). The Term of the Lease may be extended beyond the delivery of the related AW139 aircraft by mutual agreement of the Lessor and Lessee.

(c) On the date of delivery of the Aircraft to Lessee, Lessee will accept the Aircraft by executing and delivering to Lessor the Acceptance Receipt therefor in the form attached hereto as Exhibit 2. Thereupon, the Aircraft shall be deemed to have been accepted by Lessee at Miami Dade, FL on the date specified in the Acceptance Receipt and shall become subject to and governed by this Lease.

(d) Aircraft equipped as provided in Exhibit 1 – CONFIGURATION OF Bell 412EP HELICOPTER ACCESSORIES AND EQUIPMENT, shall be scheduled for acceptance and delivery ex Lessee facility in Miami Dade, Florida on _____ __, 20__ (the "Projected Delivery Date").

The Projected Delivery Date represents the date on which the Lessor shall provide the helicopter to the Lessee and is based on: (i) timely receipt by Lessor of all insurance, aircraft registration and any other information necessary to permit Lessor to proceed with work without delay and without interruption, and (ii) Lessee's compliance with the payment terms of the related AW139 sales agreement executed between Lessor and Lessee specified in Contract No RFP 01424.

While Lessor shall exercise its reasonable effort to achieve the Projected Delivery Date, Lessor shall not be liable or responsible for excusable delays, as specified in Appendix B-Section 4 (EXCUSABLE DELAYS) of Contract No. RFP 01424 or non-compliance resulting from any event beyond the reasonable control of Lessor, including, but not limited to, compliance with any applicable regulation of civil or military authority, technical changes due to flight safety reasons, acts of any Government or on behalf of them, war declared or undeclared, insurrection, riot or other acts of civil disobedience, embargo or trade restriction, delays or shortages in transportation, fuel, vendors' and/or subcontractors' delays, strikes, lockouts, slowdowns, labor disputes, fire, accident, explosion, epidemic, unusually severe weather, flood, earthquake, delay to certification, failure in performance of a subcontractor or other acts of God.

Lessor shall give written notice to Lessee of the events causing the excusable delay. Any such event shall delay the Projected Delivery Date to the extent of the excusable delay.

In case of a delay caused by Lessor of more than one hundred twenty (120) calendar days beyond the Projected Delivery Date, either Party shall have the right to cancel the undelivered portion of this Lease by giving written notice.

Section 3. INTENTIONALLY OMITTED

Section 4. PAYMENTS

(a) Lessee covenants and agrees to pay Lessor for the Aircraft in the following manner:

(3) The Lease permits an annual Aircraft utilization of six hundred (600) operating hours per year during the Term of the Lease.

(4) Within ten (10) calendar days after the last day of each month during the Term of the

Lease, Lessee shall submit to Lessor a completed Monthly Operating Report showing the total number of flight hours logged during the preceding month.

(5) At the end of the Term of the Lease, Lessor shall invoice Lessee for the total number of operating hours logged in excess of the permitted annual utilization of six hundred (600) operating hours per year. At the end of the Term of the Lease, the permitted operating hours will be calculated by multiplying the number of months the Aircraft was leased by fifty (50) prorata. The operating hours in excess of permitted operating hours will be multiplied by the hourly utilization fee equal to Five Hundred U.S. Dollars ($500.00 USD) (this amount hereinafter referred to as the "Hourly Utilization Fee") to determine the invoice amount if any. Lessee's payment for all excess hours flown during the Term of the Lease will be due as specified in _____ of Contract No. RFP 01424 – METHODS AND TIME OF PAYMENT.

(6) In the event that the Term of the Lease is extended beyond twelve (12) months due to Lessor's failure to deliver the AW139 Helicopters referenced in the related sales agreement executed by Lessor and Lessee in accordance with that sales agreement, any Hourly Utilization Fee due the Lessor is waived.

(b) All amounts due from Lessee to Lessor under this Lease shall be paid in U.S. Dollars by bank wire transfer of Federal Funds to Lessor's account as identified below:

ACCOUNT NAME:	AgustaWestland Philadelphia Corporation 3050 Red Lion Road Philadelphia PA 19114
BANK NAME:	Wells Fargo Bank, N.A. 130 S. Juniper Street Philadelphia, PA 19109
ACCOUNT NUMBER:	2100011332005
ABA ROUTING NUMBER:	121000248
SWIFT BIC:	WFBIUS6S

(c) Lessee shall pay any and all taxes (without limitation, sales, value added taxes and use taxes), stamp, import and other duties or fees assessed or levied by any governmental, central, state, provincial or local taxing authority as a result of the Aircraft Lease Agreement (collectively, "Taxes").

Section 5. DELIVERY AND WARRANTIES

Except as otherwise provided, Lessor warrants that at the time of its delivery to Lessee, the Aircraft shall be subject to a valid and current Federal Aviation Administration (hereinafter referred to as the "FAA") Airworthiness Certificate or Export Certificate of Airworthiness as applicable. The Aircraft is otherwise being leased on an "AS IS" basis.

(a) THE AIRCRAFT AND ALL TRAINING, SPARE PARTS, TOOLS AND TECHNICAL ASSISTANCE FURNISHED TO LESSEE IN CONNECTION THEREWITH ARE BEING LEASED AND/OR FURNISHED IN AN "AS IS" CONDITION AND LESSOR MAKES NO WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY OBLIGATION OF

LESSOR WITH RESPECT TO FITNESS (FOR USE OR FOR ANY PARTICULAR PURPOSE) DESIGN, CONDITION, QUALITY OF MATERIALS, OR WORKMANSHIP, DURABILITY, MERCHANTABILITY, LOSS OF USE OR CONSEQUENTIAL DAMAGE NOR SHALL THE LESSOR BE LIABLE FOR INCIDENTAL DAMAGES OR FOR STRICT OR ABSOLUTE LIABILITY IN TORT AND LESSEE HEREBY WAIVES ALL REMEDIES OR LIABILITIES.

(b) Prior to delivery of the Aircraft to Lessee, Lessee shall conduct a ground technical inspection of the Aircraft and Lessor shall conduct an acceptance flight to demonstrate to Lessee's representatives that the Aircraft and its equipment are in a working condition in accordance with the provisions of this Lease. Any airworthiness discrepancies discovered during such inspection or flight will be corrected by Lessor prior to delivery of the Aircraft to Lessee.

Section 6. REPLACEMENTS

Lessee agrees that it will not modify or alter the Aircraft, or remove or replace any components or parts of the Aircraft, without the prior written consent of Lessor, as provided for in Section 9(a) of this Lease, except as is required for normal operations, maintenance and repair. Any and all improvements in, or changes and additions to, the Aircraft, or replacements of any components or parts of the Aircraft, constitute accessions to the Aircraft and shall be subject to all the terms and conditions of the Lease. No removal of any component or part from the Aircraft shall divest Lessor of all its superior title thereto unless and until such component or part is replaced by an item in serviceable, airworthy and good operating condition which is, in the opinion of Lessor, of substantially the same kind, equal or better value and utility (equal utility with respect to such an item shall be deemed to include, but not be limited to, the number of days, hours, cycles or landings since last major overhaul of the component or part replaced) the title to which, upon its being installed in or attached to the Aircraft, is validly vested in Lessor with such title being prior to the lien or claim of any other person.

If, at the time of the return of the Aircraft by Lessee to Lessor, the engines or other components installed thereon are not those owned or leased hereunder by Lessor, Lessee will at its own expense and concurrently with such return, furnish Lessor with a bill of sale in form and substance satisfactory to Lessor, with respect to each such engine and component duly vesting in Lessor valid legal title thereto, free and clear of all mortgages, liens, charges, encumbrances and security interests except any of the foregoing incurred by or securing claims against Lessor, and shall take such other action as Lessor may reasonably request in order that each such engine and component shall be duly and properly titled in Lessor.

Section 7. RETURN OF AIRCRAFT AND RECORDS

(a) Upon the expiration of the Term of the Lease, or if Lessor shall rightfully demand possession of the Aircraft pursuant to this Lease or otherwise, Lessee shall return the Aircraft to Lessor at Lessee's Facility, Miami Executive Airport, Miami-Dade County, FL or such other location as may be mutually agreed by both parties. At the time it is returned to Lessor, the Aircraft:

(1) Shall have on board the same quantity of fuel and oil and all of Lessor's equipment in serviceable condition as was on board at delivery to Lessee.

In the event the quantity of fuel in the returned Aircraft does not equal the amount on board at the time the Aircraft was delivered to Lessee, Lessee shall be liable for the cost of fuel at the then current market price.

(2) Shall have installed thereon all components installed thereon at the commencement of the term of this Lease or permitted replacements therefor.

(3) Shall have all modifications and alterations thereto which were made in accordance with the provisions of this Lease removed at Lessee's expense, provided that mandatory modifications and alterations which were made pursuant to the terms of any FAA

Airworthiness Directive or a recommended or required Service Letter or Service Bulletin issued by the airframe or engine manufacturer shall not be removed.

(4) Shall be restored to and in the same condition as when delivered to Lessee. Shall be in similar operating condition, shall be in similar physical condition and similar appearance (ordinary wear and tear excepted) with all systems operating as delivered. Fuselage, cowlings and tail boom shall be free of major dents, abrasions, scab patches, cracks and loose or pulled rivets. Windows shall be free of delamination, blemishes, cracks, crazing and shall be properly sealed. Doors shall be free moving, correctly rigged and fitted with serviceable seals. Paint for the Air craft shall be in a good condition, with no defects or deterioration to the paint finish. All mandatory placards and registration marks shall be in place. Bulkhead, ceiling panels, liners and interior trim shall be fitted securely and be clean and free of cracks and be in as good of a condition as when originally delivered. All nets shall be in similar condition as delivered. Floor covering shall be clean and effectively sealed and upholstery items shall be in a similar condition as delivered, clean and shall conform to the then-existing requirements of the FAA. The entire Aircraft shall be free from corrosion or shall be adequately treated by reference to Manufacturer's tolerance levels and FAA requirements. All fuel tanks and fuel lines shall be free from contamination, leaks and corrosion.

(5) Shall conform to the aircraft Type Certificate (TC), shall conform to Bell Helicopter Textron Inc. and Federal Aviation Authority (FAA) regulation on commercial operation of such a helicopter and have a valid and current FAA Airworthiness Certificate unless otherwise revoked or restricted by any governmental authority and not due to Lessee's failure to maintain or operate the Aircraft in compliance with Federal Aviation Regulations..

(6) Shall be free and clear of any mortgages, liens, charges, encumbrances and security interests, other than the Lease and any Lessor Liens.

(7) Shall be in compliance with applicable inspection cycle. Such inspection shall be performed at Lessee's expense.

(8) Shall have no damage history other than damage history existing and known to Lessor as of the Delivery Date or damage history that has been repaired in accordance with OEM's directive and after making such repairs, the value of the aircraft has not been negatively affected. If Lessor is of the opinion that the Aircraft value has been diminished due to the existence of any damage history Lessor and Lessee shall consult for the purposes of determining the diminution amount any values agreed upon in writing between Lessor and Lessee shall be binding on both Parties.

(9) Lessee shall deliver all records to Lessor including:

I) All records of maintenance, preventative maintenance, alterations and major repairs.

II) All Airframe, Rotor Blade, Rotor Components, Parts and Engine Logbooks endorsed with current total time and cycles for Airframe and Rotor Blade, total time and cycles for each engine and an entry for total time and cycles since overhaul and hot section inspection for each Engine and the Airframe logbook must include all appropriate endorsement verifying that the avionics have been periodically tested and inspected in accordance with all applicable provision of the Aviation Authority Regulations and the applicable maintenance program.

III) A current written summary certified by an Aviation Authority approved licensed mechanic listing the status of all applicable airworthiness directives and service

bulletins for the Airframe, Engines, Parts, Rotor Blades, Parts and Rotor Components and appliances.

IV) A written summary certified by an Aviation Authority licensed mechanic of the current status of life limited and/or overhauled components for Airframe, Engines, Engine accessories, Parts, Rotor Blades, Parts, Components and appliances as defined in the most current revision(s) of all Manufacturers' maintenance publications to the Aircraft.

V) Documentation and data for each component having an overhaul or inspection requirement of life limit, which components are identified in pertinent sections of the maintenance program applicable to Aircraft as follows a) an airworthiness release certificate or maintenance release tag, b) the manufacture work order or copy thereof verifying the details of each components overhaul and c) an appropriate record certifying date and expended time status of component when installed (i.e. copy of log or inspection squawk card) all of which must be properly organized and provided on board the Aircraft at the time it is returned to Lessor.

VI) Lessee shall also deliver to Lessor all manufactured supplied hard and soft copy flight operations manuals, manufacturer maintenance manuals; work cards computerized maintenance history, component serviceability tags, STCs, 337s maintenance manuals, flight manuals and structural repair manuals that were provided to Lessee upon commencement of Lease. All manuals or other documents delivered to Lessor that are subject to periodic revision will be fully up to date and current to the latest revision standard of any particular manual or document. Lessee will provide all of the Records to Lessor upon return of the Aircraft to Lessor, regardless of whether Lessee has conducted its periodic inspections of the Aircraft pursuant to pertinent sections of the a manufacture-recommended maintenance program. In the event any Records are missing or incomplete, Lessor shall have the right to cause any such Records to be reconstructed as Lessee's expense. All Records shall be in the English language.

VII) The Aircraft shall have undergone, not more than 30 calendar days prior to the return to the Lessor of the Aircraft, full and complete borescope and combustion section inspections. Any defects or discrepancies revealed shall be remedied in accordance with Engine Manufacturer guidelines and recommendation. If the Engine logs and technical record and/or condition trend monitoring data of any Engines indicates an acceleration in the rate of deterioration in the performance of an Engine, the Lessee will correct, to the Lessor's satisfaction, such conditions which are determined to exceed the Engine Manufacturer's maintenance manual tolerances or otherwise be causing such accelerated rate of deterioration. Lessee shall also at such time take whatever actions are necessary to ensure that the Engine(s) produce their rated power. The Lessee will give access to the Lessor to complete borescope and combustion section inspections.

VIII) The Aircraft fuel system shall have a full and entire fuel tank internal inspection carried out for sign of deterioration or leakage. Any and all such findings shall be cleared IAW the Manufacturer's recommendations by the Lessee at its sole cost. All findings shall be documented by paperwork and or video borescope shall be provided to the Lessor in both soft and hard copy. The Lessee will provide maintenance records to comply with this requirement.

IX) The Aircraft hydraulic system shall have a full and entire pressure testing inspection carried out on all flight control systems in accordance with OEM maintenance manuals and be inspected for deterioration or leakage. Any and all

such finding shall be cleared IAW with the Manufacturer's recommendations by the Lessee at its sole cost. All findings shall be documented by paperwork and or video borescope shall be provided to the Lessor in both soft and hard copy.

(b) Prior to return of the Aircraft to Lessor, Lessor shall be entitled to conduct a ground technical acceptance inspection of the Aircraft and an acceptance flight at Lessee's expense. Any discrepancies identified upon completion of the acceptance inspection will be corrected by the Lessee to bring the helicopter to a similar condition as noted at the time of the inspection conducted before the commencement of the lease.

(c) Lessee shall maintain all of the records, manuals and documents delivered to Lessee upon delivery of the Aircraft in a current and accurate condition and shall return such records, manuals and documents to Lessor upon return of the Aircraft. In the event any of the logs are missing or incomplete, Lessor shall have the right to cause the logs to be reconstructed at the expense of Lessee.

(d) Upon return of the Aircraft, duly authorized representatives of Lessee and Lessor shall execute a Return from Lease Receipt in the form attached hereto as Exhibit 3 to evidence return of the Aircraft and termination of the Lease. In recognition of the fact that the entire acceptance inspection procedure performed by Lessor after return of the Aircraft takes an unspecified number of work days after the Aircraft is physically returned to Lessor, Lessee's obligations for the return conditions specified in this Section shall survive the termination of the Lease until Lessor notifies Lessee that the Aircraft has been found acceptable. The cost of any repairs which are found to be required during the post-return inspection shall be borne in their entirety by Lessee.

(e) The Lessor shall have the right to invoice the Lessee for actual costs associated with the Lessee's Return of the Aircraft and Records identified in Section 7 of this Lease Agreement.

Section 8. <u>AFFIRMATIVE COVENANTS OF LESSEE</u>

Lessee covenants, agrees and warrants in particular, but without limiting other covenants and provisions hereof, as follows:

(a) Lessee is a duly organized political subdivision of the State of Florida in good standing under the laws of the state of Florida, and is duly qualified to do business as a governmental entity in good standing in any jurisdiction where the conduct of its business requires authority to carry on its business as presently conducted, to hold property under lease and to enter into and perform its duties under this Lease. The Lease has been duly authorized, executed and delivered by Lessee and is a valid and binding obligation on Lessee enforceable in accordance with its terms. Lessee shall maintain and continue its authority to take all action required of it hereunder.

(b) Lessee agrees that it will use the Aircraft solely in commercial, contract or other operations primarily in the United States of America, except that it may be flown temporarily flown in international waters and to islands in the Caribbean that do not conflict with OFAC sanctions for any purpose consistent with the provisions of this Lease. and that it will not use, or permit the Aircraft to be used, for any purpose for which it is not designed or reasonably suited or which could have the effect of rendering the required insurance coverage void or otherwise invalidated.

(c) Lessee agrees that it will comply in all respects with the laws of all jurisdictions in which its operations involving the Aircraft may extend including, without limitation, all rules of the U.S. Federal Aviation Administration and any other authority exercising any power or jurisdiction over such Aircraft to the extent that such laws and rules affect the operation or use of the Aircraft.

(d) Lessee agrees that the payments due to Lessor under this Lease shall be net to the Lessor. Lessee agrees to pay and discharge and to indemnify and hold harmless Lessor from (i) all taxes,

fines or penalties imposed as the result of Lessee's use, possession, operation and leasing of this Aircraft or other property subject to this Lease, and (ii) all charges imposed for repairs, storage and maintenance of the Aircraft and its components, and (iii) all other charges, of any nature, imposed against Lessee or Lessor which relate to or are in any way connected to Lessee's use, possession, operation or leasing of the Aircraft. For purposes of this Section, taxes shall include all taxes imposed at a Federal, State or local level including federal excise taxes, sales and use taxes, personal property taxes, assessments and governmental fees, duties or charges whether charged to or assessed against either Lessor or Lessee.

(e) Lessee agrees that it will, at all times, permit Lessor's representative to inspect the Aircraft, whether on the ground or in flight, and all documents and records pertaining to the Aircraft or operation thereof. Upon the request of the Lessor, the Lessee shall confirm to the Lessor the location of the Aircraft.

(f) Lessee agrees that it will, at its own cost and expense, procure and maintain insurance in such amounts, in such form and with such insurers, provisions and endorsements as are set forth in Exhibit 4.

Prior to the date of delivery of the Aircraft to Lessee by Lessor, Lessee shall submit to Lessor insurance certificates reflecting that the required insurance will become effective upon delivery of the Aircraft. Lessor shall not be obligated to make delivery of the Aircraft to Lessee until Lessor has received evidence satisfactory to Lessor that the insurance required by this Section will be effective upon delivery of the Aircraft.

All policies providing insurance required by this Lease shall be renewed by binder, endorsement or cover note (or a new policy or policies providing similar coverage substituted therefore) not less than thirty (30) days before the respective expiration dates of the coverage of such policies, and Lessee shall promptly furnish Lessor with satisfactory evidence of such renewal or substitution.

Should Lessee fail or refuse to pay premiums for the required insurance as provided, Lessor may, but shall not be obligated to, pay the same, and the expense thereof shall become part of the amount that Lessee is required to pay under this Lease and, upon demand by Lessor, shall immediately be due and payable by Lessee to Lessor.

(g) Subject to the provisions of Section 768.28 of the Florida Statutes, and the mandatory maximum limits contained in that Section, Lessee agrees to defend, indemnify and save harmless Lessor, its directors, officers, employees and agents and its affiliated companies, their directors, officers, employees and agents, against and from any and all losses, liabilities, fines, penalties, damages, injuries, laborers' or mechanics' liens and any other claims or demands of any nature whatsoever caused by the negligent acts or omissions of Lessee, its directors, officers, employees or agents, arising or alleged to have arisen out of the leasing, possession, use, operation, condition, maintenance or ownership of the Aircraft. Lessee agrees to handle any claim or defend any suit or action brought against Lessor, its agents or employees as a result of negligence on the part of Lessee and to assume all losses, costs and expenses, including attorneys' fees, in connection therewith or resulting therefrom. Lessor shall promptly give Lessee notice of institution of such suit or action upon receipt of such claim or demand. The obligations under this Section shall survive any termination of this Lease and are in accordance with Article 2 -_TERM OF LEASE, and are subordinate to Article 10 – INDEMNIFICATION AND INSURANCE of Contract No. RFP 01424.

(h) Lessee agrees that it will promptly furnish to Lessor notice of any litigation which is threatened or brought against Lessee and which might affect Lessee's ability to fulfill its obligations under this Lease. Lessee agrees that it will keep Lessor continuously advised of any developments with respect thereto. Lessee warrants that, at the time of its execution of this Lease, there are no pending or threatened actions or proceedings against or affecting Lessee before any court,

regulatory commission, board, agency or governmental authority which, if adversely determined, would materially adversely affect the financial condition of Lessee or its ability to perform its obligations under this Lease.

(i) Lessee agrees that it assumes and shall bear the entire risk of loss of, damage to and loss of use of the Aircraft from any and every source whatsoever, commencing upon the delivery of the Aircraft, but such assumption of risk shall not include liability of the Lessor as manufacturer or repairer. If the Aircraft is lost, destroyed or damaged beyond repair, or stolen, expropriated, confiscated, hijacked or otherwise placed permanently beyond the control of Lessee or Lessor in such manner that an Insurer issuing a policy of insurance covering the Aircraft would settle a claim on the basis of a total loss, Lessee shall, within one hundred twenty (120) County business days after such loss, destruction, damage, theft, expropriation, confiscation, hijacking or placing beyond control, pay Lessor therefor in cash an amount equal to the total of:

(1) The stipulated loss value of the Aircraft as set forth in Exhibit 4; and

(2) Any other amounts which may have been due from Lessee to Lessor under any other provisions of this Lease or otherwise.

If the Aircraft is damaged but able to be repaired, Lessee shall be responsible for the full cost of repair, whether or not such costs are covered by Lessee's insurance policies, and regardless of any deductible amounts which may exist under Lessee's insurance policies.

If there is a total loss of the Aircraft, Lessee shall be responsible to reimburse Lessor for the market value of the helicopter, whether or not such value is covered by Lessee's insurance policies, and regardless of any deductible amounts which may exist under Lessee's insurance policies.

(j) Upon delivery, Lessee represents that the Aircraft will be based in Miami-Dade County Florida and that Lessee is responsible to promptly notify Lessor upon any change of the Aircraft's base location.

(k) Lessee agrees that it will operate and maintain the Aircraft in accordance with all technical publications regarding the Aircraft type as published by Bell Helicopter or any manufacturers of the various components on the Aircraft. Lessee further agrees that only original Bell Helicopter parts or original Pratt & Whitney parts supplied through the Eagle Service Program will be used in any engine repairs required during the term of the Lease.

(l) Intentionally Omitted.

(m) Lessee agrees to enter into a Total Genuine Bell Parts Support Plan Fixed Hourly (Flight) (hereinafter referred to as "BELL PBH Program") for the Aircraft and maintain the BELL PBH Program in force throughout the Term of the Lease.

(n) Lessee agrees to enter into a Lessor approved Engine Service Program (hereinafter referred to as the "ESP Program") that covers the Two (2) PT6 Engine Twin Pac Aircraft engines and maintain it in force throughout the Term of the Lease.

Section 9. <u>NEGATIVE COVENANTS OF LESSEE</u>

During the term of this Lease, Lessee will not, without the prior written consent of Lessor:

(a) Modify or alter the Aircraft or any portion thereof. Lessee shall submit a completed Helicopter Alteration Request form to Lessor on each occasion that Lessee wishes to modify or alter the Aircraft. Lessor shall have absolute discretion to approve or disapprove any proposed modification or alteration or the manner by which it is accomplished except where the same is required by law or regulation. Lessor will advise Lessee in writing whether the proposed modification or alteration is

approved or disapproved. If the modification or alteration is approved by Lessor, Lessee may proceed to make the approved modification or alteration. Lessee acknowledges that it is obligated to supply Lessor with all documentation and drawings related to the manner in which the modification or alteration is performed and all required approvals. The format of the Helicopter Alteration Request form is set forth in Exhibit 5 to this Lease. Lessee further acknowledges that it is responsible for returning the Aircraft to Lessor in the same configuration as it was accepted by Lessee at commencement of the Lease. Therefore, Lessee acknowledges that it is responsible to remove from the Aircraft any equipment installed pursuant to an approved Helicopter Alteration Request, or otherwise, as well as to repair all areas from which such equipment is removed. Lessee acknowledges and agrees that it is responsible for all costs incurred by Lessor for removal of equipment and repair to the removal areas in the event that Lessee has not complied with these requirements prior to returning the Aircraft to Lessor.

(b) Take any action which might impair or place in jeopardy U.S. registration or ownership of the Aircraft.

(c) Part with possession of or enter into any sublease of the Aircraft, or any part thereof, to any person, firm or corporation.

(d) Voluntarily, involuntarily or by operation of law sell or otherwise dispose of, or enter into any commitment to sell or otherwise dispose of the Aircraft, any part thereof, or any interest therein.

(e) Voluntarily, involuntarily or by operation of law, sell, lease, assign, transfer or otherwise dispose of all or substantially all of its assets which would, in Lessor's reasonable opinion, substantially impair Lessee's ability to fulfill its obligations under this Lease.

(f) Do any act or voluntarily suffer or permit any act to be done whereby any insurance obtained pursuant to the terms of the Lease may be suspended or impaired. Lessee agrees that it will not, under any circumstances, suffer or permit the Aircraft to be used or operated during any period when the required insurance is not fully in effect.

(g) Operate or use or permit the operation or use of the Aircraft (i) to carry contraband, illegal narcotics, hazardous or dangerous cargo which might cause an undue risk of loss or damage to the Aircraft, or (ii) by pilots who do not possess current and valid licenses with the required ratings;

(h) Operate or use the Aircraft outside the limits on Lessor's operating specifications.

Section 10. TRAINING

Lessee agrees that the Aircraft will be operated only by FAA licensed pilots acting as Pilot In Command that have satisfactorily completed a Bell 412EP Pilot Transition Ground Course and an Initial Flight Course, both of which must be conducted by a certified flight school. In addition, Lessee agrees that the Aircraft will be operated only by FAA-licensed pilots who have satisfactorily completed a Bell 412EP Recurrent Flight Course and a Bell 412EP Pilot Recurrent Ground Course conducted by a certified flight school at twenty four (24) month intervals following the pilot's completion of the Bell 412EP Pilot Transition Ground Course and the Bell 412EP Initial Flight Course.

Lessee further agrees that the Aircraft will be maintained by FAA licensed Technicians and supervised by Technicians that have satisfactorily completed a Bell 412EPAirframe Maintenance Course conducted by the OEM.

Lessee shall be responsible for all costs associated with its personnel receiving necessary training. In the event that any training throughout the term of this Lease should take place, Lessee shall be responsible for the cost of the training course itself as well as for any expenses incurred by Lessor's training staff in order to conduct the training including, but not limited to, transportation, accommodations and per diem expenses.

Section 11. MAINTENANCE

Lessee agrees to operate and maintain the Aircraft in accordance with all Federal Aviation Administration regulations, as well as in accordance with all technical publications regarding the Aircraft, as published by Bell Helicopter and any other applicable equipment manufacturers. For purposes of this Lease, publications shall include, but are not limited to, FAA Airworthiness Directives ("A.D.s"); Bell Helicopter Technical Bulletins ("T.B.s"); pertinent engine bulletins; and applicable maintenance manuals. Lessor reserves the right to inspect the Aircraft and its records at any time throughout the duration of this Agreement in order to confirm compliance with all operational and maintenance requirements established by this Agreement.

Lessee shall be responsible for performing all maintenance, repairs and inspections which are required by the applicable airframe, engine and vendor equipment maintenance manuals and which may become due during the course of this Lease. Lessee shall not perform any overhaul of dynamic components outside a facility authorized by Bell Helicopter to conduct such activities. Lessee acknowledges that it will be responsible for the labor costs incurred in performing all maintenance, repairs and inspections as well as those incurred performing all repairs which are discovered to be required during the course of all maintenance, repairs and inspections of the Aircraft.

Lessee shall, at its own expense, promptly make any repair, alteration or modification of the Aircraft (i) that is necessary or advisable to comply with Lessee's obligations pursuant to this Lease or (ii) may be required to comply with any applicable law or any governmental rule or regulation (each, a "Required Improvement"). Any replacement parts installed on the Aircraft constituting a Required Improvement shall be the same make, same model (or approved superseding configuration and part number), and utility of the part being so replaced and all replacement parts installed on the Aircraft shall originate from commercial manufacturers holding appropriate FAA approvals and shall be traceable to the original manufacturer, with proper statement of manufacturer's authority quoted. Any repair made by Lessee of or upon the Aircraft or replacement parts, including any Replacement Engine, installed thereon in the course of repairing or maintaining the Aircraft, or any Required Improvement, shall, once installed on the Aircraft, be deemed an accession to the Aircraft, and title thereto shall immediately vest in Lessor and Lessee shall provide all documentation reasonably requested by Lessor evidencing same, all at Lessee's sole cost and expense.

Unless otherwise covered by the PBH Program or the ESP Program, Lessee will be responsible for the costs of all parts. Lessee will also be responsible for the costs of all consumable items, including, but not limited to, oil, fuel and grease. Lessee will also be responsible for all shipping costs related to the transit of parts for the Aircraft between Lessor and Lessee.

Any components removed from the Aircraft for the purpose of exchange or repair shall remain the property of Lessor and shall be returned by Lessee to Lessor at Lessee's expense.

Section 12. SPECIAL CONDITIONS

(a) Lessee agrees to take such actions as may be necessary to comply with the requirements of the Cape Town Convention and establish an account on the International Registry as Transacting User Entity under the Cape Town Convention.

(b) Lessee agrees to provide evidence satisfactory to Lessor that (i) the Lessor's International Interests created under each Lease Document have been or will be duly registered with the International Registry and (ii) each Lease Document has been or will be duly filed, recorded or registered with any appropriate Governmental Authority in the state or province of registration in relation to the Aircraft and each applicable Engine.

(c) Lessee agrees take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Lease Agreement.

(d) Use Outside of Country of Registration. The Aircraft shall be primarily operated, used or located in the United States of America, the country in which the Aircraft is to be registered by Lessee, except that it may be flown temporarily to islands in the Caribbean that do not conflict with OFAC sanctions for any purpose consistent with the provisions of this Lease. For the purposes of this limitation, "temporarily" shall mean a period of such limited duration, and in a manner, that is unlikely to subject the Aircraft to jurisdictional risks related to operating, locating or hangaring aircraft in foreign jurisdictions, including, among other things, the imposition of import duties, taxes, liens, claims, and operational and other aviation authority requirements which may be inconsistent with the provisions of this Lease. With the exception of the USA, Lessee shall not have the right to fly or ship the Aircraft to any other country without the prior written consent of the Lessor.

(e) Lessee's Conveyances; and Liens. Lessee shall not sell (or offer or advertise the sale of), assign, charter (except with the express written permission of Lessor), sublease, timeshare, pool, interchange, convey, mortgage or otherwise transfer, encumber or otherwise dispose of this Lease, the Aircraft, any engine, any rotor blade, any rotor component or any part or any part thereof (including all associated rights and the related International Interests), and any such transfer or encumbrance, whether by operation of law or otherwise, shall be null and void, in all respects. In addition, Lessee shall not relinquish possession of the Aircraft, or any engine, rotor blade, rotor component or part or install any engine, rotor blade, rotor component or part, or permit any engine, rotor blade, rotor component or part to be installed, on any aircraft other than the Aircraft leased hereunder except as expressly set forth herein or, alternatively, with the written consent of Lessor. The foregoing shall not be deemed to prohibit the delivery of possession of the Aircraft, any engine, rotor blade, rotor component or part to another person for testing, service, repair, maintenance, overhaul or, to the extent permitted hereby, for alteration or modification. Lessee will not create or suffer to exist any Liens on or with respect to the Aircraft, any engine, rotor blade, rotor component or part.

(f) Lessor and Lessee both understand that absent the execution and performance of the four (4) related AW139 and four (4) BELL 412EP sales agreements executed by Lessor and Lessee, Lessor and Lessee would not otherwise enter into this Agreement. Should Lessee terminate any of the related sales contracts, this Agreement will terminate immediately and Lessor may immediately demand the return of the Aircraft. Lessee will bear any cost of returning the Aircraft to Lessor and any additional expenses incurred by Lessor in accepting the Aircraft described in this Agreement and returning the Aircraft to the condition they were in prior to Lessee's acceptance of the Aircraft at the beginning of the Term of the Lease.

Section 13. **LOSS AND DAMAGE:**

Lessee hereby assumes and shall bear the entire risk of any loss, theft, confiscation, expropriation, requisition, damage to, or destruction of, the Aircraft, any engine or part thereof from any cause whatsoever, including without limitation, intentional criminal acts and acts of terrorism. If for any reason the Aircraft, or any engine thereto becomes worn out, lost, stolen, confiscated, expropriated, requisitioned, hijacked, destroyed, irreparably damaged, rendered inaccessible (geographically or otherwise) or unusable (**"Casualty Occurrences"**), Lessee shall promptly and fully notify Lessor in writing. If, in the opinion of Lessor, a Casualty Occurrence has occurred which affects only the engine(s) of the Aircraft, then Lessee, at its own cost and expense, shall replace such engine(s) with a replacement engine(s) acceptable to Lessor (the **"Replacement Engine"**) and cause title to such Replacement Engine(s) to be transferred to Lessor for lease to Lessee under this Lease and such title transfer shall be evidenced by documents sufficient, in Lessor's discretion, to register it with the International Registry in the name of Lessor and Lessor shall acquire title to the Replacement Engine(s) subject to no liens or international registrations (except Permitted Liens). Upon transfer of title to Lessor of such Replacement Engine(s), such Replacement Engine(s) shall be subject to the terms and conditions of this Lease, and Lessee shall execute whatever documents or filings Lessor deems necessary and appropriate in

connection with the substitution of such Replacement Engine(s) for the original engine(s). If, in the opinion of Lessor, a Casualty Occurrence has occurred with respect to the Aircraft in its entirety, after such Casualty Occurrence (the **"Payment Date"**), Lessee shall pay Lessor all other amounts which are due under this Lease as of the Payment Date. Upon payment of all sums due hereunder, Lessor shall have the right to transfer title to the salvage AS IS to the applicable insurance company without representation or warranty of any kind whatsoever other than the absence of Liens arising by or through Lessor, and Lessee shall cooperate with Lessor to consummate such transfer of title (including, without limitation, making all required filings at the FAA and the International Registry). This Lease shall terminate (except for the provisions hereof which by their terms survive any termination of this Lease) upon payment of all sums due hereunder and, if Lessor has exercised its right to transfer title to the salvage, upon consummation of such transfer. If the Aircraft or any engine or part thereof sustains any reparable damage, Lessee shall (i) repair such damage in good workmanlike manner so as to restore the Aircraft, engine or part thereof to the condition it was in (assuming Lessee had complied with the provisions of this Lease) prior to the occurrence of any such damage.

Section 14. DEFAULT

Time is of the essence in this Lease. An event of default shall occur if Lessee shall, for any reason whatsoever, voluntary or involuntary, (i) fail to make any payment to Lessor required under this Lease within the terms set forth in Contract No. RFP 01424: Article 9 – METHOD AND TIME OF PAYMENT, or (ii) fail to observe any other provisions of this Lease in any respect, or (iii) if Lessee shall file a voluntary petition in bankruptcy, or proceedings in bankruptcy are instituted against Lessee, or (iv) if a court takes jurisdiction of Lessee and its assets pursuant to proceedings under the provisions of any applicable reorganization statute, or (v) Lessee is adjudged insolvent, or a receiver of Lessee's assets is appointed on account of insolvency, or (vi) Lessee makes a general assignment for the benefit of its creditors, or (vii) if the Aircraft shall be seized under execution or other legal process, or (viii) fail to maintain COMP Program or ESP Program coverage on the Aircraft and engines.

Section 15. REMEDIES

Upon the occurrence of any event of default and at any time thereafter Lessor may, having provided a 60 day notice to the Lessee, exercise one or more of the following remedies, as Lessor in its sole discretion shall elect:

a) Lessor may notify Lessee that it is in default of the Lease and instruct Lessee to cease operating the Aircraft until such time as Lessor is satisfied that the event of default has been corrected Lessor shall have sole authority to determine whether the event of default has been corrected and whether such correction has been accomplished in a timely manner. Lessee agrees that it will immediately cease operating the Aircraft upon receipt of those instructions from Lessor.

b) Intentionally Omitted

c) Lessor may immediately proceed to take possession of the Aircraft in any manner provided by law, or Lessor may, at its option, and Lessor is hereby empowered to, with legal process, and with demand, enter upon the premises where such Aircraft may be and take possession of and remove the same. Lessor may, at its option, retain the Aircraft so retaken as its own property and sell, lease or otherwise dispose of such Aircraft. This action by Lessor shall not impair recoveries to Lessor under the remedies elsewhere in this Section. All proceeds of any sale shall be retained by Lessor.

d) Lessor may enforce any additional or other rights and remedies it shall or may have at law, in equity or otherwise, with respect to any and all breaches which may be committed by Lessee.

e) With respect to Lessee's bankruptcy, insolvency or the equivalent, the Lessee waives to the extent now or hereafter permitted by applicable law, for itself and its successors and assigns, any and all

rights the Lessee or the Lessee's successors or assigns may have under any bankruptcy, insolvency or similar laws, rules or regulations with respect to the continued use or possession of the Aircraft, or payment of rent therefor, or with respect to this Lease.

f) The Lessee shall be liable for all costs, charges and expenses to refurbish the Aircraft (as it relates to the event of default) by reason of the occurrence of any event of default or the exercise of the Lessor's remedies with respect thereto.

g) If this Lease is terminated by reason of default by the Lessee, the Lessee shall forthwith deliver possession of the Aircraft to the Lessor. The Aircraft so delivered shall be in the condition required by the return provisions of the Lease. The Lessee hereby irrevocably appoints the Lessor as the agent and attorney for the Lessee, with full power and authority, at any time while the Lessee is obligated to deliver possession of the Aircraft to the Lessor, to demand and take possession of the Aircraft in the name and on behalf of the Lessee from whosoever shall be in possession of the Aircraft at the time.

Section 16. WAIVER OF PERFORMANCE

The waiver in a particular instance by either party of performance of any covenant or condition required of the other party under this Lease shall not thereafter preclude such party from demanding, in any other instance, full and complete performance in accordance with the terms of the Lease.

Section 17. APPLICABLE LAW, MODIFICATION AND CURRENCY

Unless the law of another sovereign shall mandatorily apply, this Lease shall be governed by the laws of the United States of America, as to issues of national law; and of the State of Florida, Miami-Dade County, as to issues of local law; and all issues of choice of law shall be resolved in favor of the selection of the laws of State of Florida, Miami-Dade County, as appropriate. The parties agree that any causes of action or claims which result from this Lease shall be heard exclusively by courts sitting in the State of Florida Miami Dade-County. This Lease, and any term or condition hereof, shall not be varied, contradicted, explained or supplemented by an oral agreement or representation, by course of dealing or performance or by usage of trade, nor amended or changed in any other manner except by an instrument in writing of even or subsequent date hereto, executed by both parties by their duly authorized representatives. Wherever used herein "dollars" shall be deemed to mean currency of the United States of America.

Section 18. ASSIGNMENT

This Lease shall inure to the benefit of and shall be binding upon each of the parties hereto and their respective successors and assigns. This Lease and any rights, interest or duties thereunder may not voluntarily, involuntarily or by operation of law be transferred or assigned in whole or in part by either Party without the prior written notice to the other Party. Lessor may at any time, without prior consent of Lessee, assign this Lease and/or any proceeds payable hereunder to any third party. In the event of assignment of this Lease by Lessor, the terms and obligations of the Lessor are unchanged and the Lessee shall continue to be obligated pursuant to the terms of this Lease.

Section 19. VALIDITY OF PROVISIONS

Any provision of this Lease which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. To the extent permitted by applicable law, the Lessee hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

Section 20. ENTIRE AGREEMENT

This Lease, together with all attached Exhibits, represents the entire agreement between the parties with respect to the subject matter contained and supersedes any and all prior understandings. This Lease shall constitute an agreement of lease and nothing herein shall be construed as conveying to the Lessee any right, title or interest in or to the Aircraft except as Lessee only.

Section 21. NOTICES

All notices hereunder shall be given by registered mail, or overnight courier, and the effective date of each notice shall be deemed to be the date upon which it was received. Unless either party shall notify the other in writing of a different address, both parties shall be addressed at their respective addresses as set forth below.

LESSOR: AgustaWestland Philadelphia Corporation
3050 Red Lion Road
Philadelphia, PA 19114
ATTN: Robert Brant
PHONE: 215-281-1440

LESSEE:
Miami-Dade County
Miami-Dade County Fire Rescue Department
9300 NW 41st Street
Doral, FL 33178
ATTN: Greg Rubin, Chief
Phone: 786-336-6702
E-mail: grubin@miamidade.gov

Section 22. REIMBURSEMENT OF COSTS

Lessee shall reimburse Lessor upon request for all costs, expenses and attorney's fees incurred by Lessor in enforcing or protecting its rights under this Lease in any proceeding or litigation in which the Lessor is the prevailing party.

Section 23. DOCUMENTS AND FILING

Concurrently with execution hereof and from time to time thereafter, at the reasonable request of each, Lessor and Lessee will, at their respective expense, make, execute and deliver all such further instruments and do such further acts and things as may be necessary and appropriate in the circumstances, to give effect to the provisions herein set forth and to more perfectly confirm the rights, titles and interests hereby established or intended.

Lessee agrees that Lessor may file this Lease and any Exhibits or amendments thereto with the FAA for recording and Lessor may take such other steps as Lessor deems reasonably necessary to protect Lessor's title to the Aircraft. Lessee further agrees that is will sign all documents which are necessary to accomplish recording the Lease with the FAA as well as all documents which are necessary to terminate said recording with the FAA.

Section 24. COSTS AND EXPENSES

All costs and expenses (including but not limited to Lessee's legal costs, filing fees and registration fees) shall be paid by Lessee. For the avoidance of doubt, any cost or expense incurred in connection with the clearing of the title to the Aircraft prior to the date the Lease is signed shall be borne by Lessor alone.

Section 25. COVENANTS REGARDING COMPLIANCE WITH THE CAPE TOWN CONVENTION

Lessor and Lessee each agree to take such actions as may be necessary to comply with the requirements of the Cape Town Convention (a) establish accounts on the International Registry as Transacting User Entities under the Cape Town Convention and irrevocably appoint Escrow Agent (or another party mutually acceptable to the Lessor and Lessee) as Professional User Entity, and (b) instruct such Professional User Entity to initiate and/or consent to the registrations on the International Registry as may be required by Lessor.

For purposes of this Agreement: (a), "**Cape Town Convention**" means, collectively, the official English language texts of (i) the Convention on International Interests in Mobile Convention on International Interests in Mobile Equipment, adopted on 16 November 2001 at a diplomatic conference held in Cape Town, South Africa; (ii) the Protocol to the Convention; (iii) the procedures for the International Registry issued by the supervisory authority thereof pursuant to the Convention and the Protocol to the Convention; and (iv) the regulations for the International Registry issued by the supervisory authority thereof pursuant to the Convention and the Protocol, as the same may be amended or modified from time to time; and (b) "**International Registry**" means the International Registry of Mobile Assets located in Dublin, Ireland and established pursuant to the Cape Town Convention, along with any successor registry thereto.

Execution of this Agreement shall constitute written authorization by the Lessor and Lessee for Escrow Agent to make the registrations described herein on the International Registry.

Section 26. FURTHER COOPERATION

The Parties shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Lease Agreement.

Section 27. INSPECTION AND ACCEPTANCE

(a) Lessor shall give Lessee fifteen (15) days written notice of the date on which the Aircraft shall be scheduled to be ready for inspection, acceptance and delivery.

Lessee shall start the acceptance process at the Lessee's operational facility located at Miami Executive Airport, Miami-Dade County, FL within fifteen (15) days from the date notified by Lessor, arranging at its own expense and risk, for its authorized and qualified representative, to perform the inspection and acceptance of the Aircraft.

Upon successful completion of the inspection, Lessee or its representative shall sign an Acceptance Certificate prepared by the Lessor in respect to the Aircraft, confirming that it is in accordance with the Lease, and accepted by Lessee and is ready for delivery.

Should Lessee fail to attend the inspection within the above fifteen (15) days, the Aircraft shall be deemed as accepted by Lessee based on the Lessor's inspection and the certificate of conformity issued by Lessor's Quality Control Service shall replace in full the acceptance certificate.

Should Lessee reject the Aircraft on inspection and test due to demonstrated discrepancies which cannot be corrected during the acceptance process, then the Lessor shall take the necessary corrective action and shall notify the Lessee, in the shortest possible time, of a new date on which the Aircraft shall be ready for acceptance.

(b) The Lessee shall not be entitled to reject the Aircraft purely on account of minor deficiencies and in the event of there being any such minor deficiencies the extent of these and remedial action for their removal by the Lessor shall be jointly agreed between the Lessee and the Lessor during the inspection and acceptance process.

(c) Lessee agrees to indemnify the Lessor against all costs, expenses, claims and liabilities whatsoever arising out of the Lessee's and/or its representative's participation in the acceptance of the Aircraft and against all liability whatsoever for their death or injury or the loss of or damage to their belongings, except where the same results directly from the fault of the Lessor and are in accordance with Article 2 and are subordinate to Article 10 of Contract No. RFP 01424.

Section 28. INTENTIONALLY OMITTED

***Section 29.* REPORTS**

Lessee will provide Lessor with the following in writing within the time periods specified: (a) notice of any tax or other lien which attaches to the Aircraft and the full particulars of the tax or lien, within ten (10) days after Lessee becomes aware of the tax or lien, (b) Lessee's and Guarantor's complete annual report prepared on a basis of generally accepted accounting principles, consistently applied, certified by a recognized firm of certified public accountants, within ninety (90) calendar days of the release of the annual report each fiscal year of Lessee or Guarantor, as the case may be (or, in the case of an individual guarantor, complete financial statements, reflecting the undersigned's assets, liabilities, net worth and income and expenses in reasonable detail, along with copies of the undersigned's most current tax returns, within ninety (90) days of the close of each calendar year) (together with a certificate of the authorized officer of Lessee stating that such officer has reviewed the activities of Lessee and that, to the best of such officer's knowledge, there exists no Event of Default or event which with notice or lapse of time (or both) would become an Event of Default), and any further financial information or reports (including quarterly reports), upon request; (c) notice to Lessor of the Aircraft's location, and the location of all information, logs, documents and records relating to the Aircraft and its use, maintenance and/or condition, immediately upon request; (d) notice to Lessor of the relocation of the Aircraft's primary hangar location, at least ten (10) days prior to any relocation; (e) notice of loss or damage to the Aircraft which would cost more than the lesser of (i) ten percent (10%) of the aircraft Hull Value Cost or (ii) two hundred thousand United States Dollars ($200,000.00) to repair or replace, within ten (10) days of such loss or damage; (f) notice of any accident involving the Aircraft causing personal injury or property damage, within ten (10) days of such accident; (g) copies of all information, logs, documents and records relating to the Aircraft and its use, maintenance and/or condition, within ten (10) days of such request; (h) such information as may be required to enable Lessor to file any reports required by any governmental authority as a result of Lessor's ownership of the Aircraft, promptly upon request of Lessor; (i) copies of any manufacturer's maintenance service program contract for the airframe or engines, promptly upon request by Lessor; (j) evidence of Lessee's compliance with FAA airworthiness directives and advisory circulars and of compliance with other maintenance provisions of Section 11 hereof and the return provisions of Section 11, promptly upon request of Lessor; (k) notice of any change in Lessee's state of incorporation or organization, within thirty (30) days of such change, (l) notice of any Optional Improvement or Required Improvement, prior to the installation of same and (m) such other reports or information as Lessor may reasonably request, including evidence regarding Lessee's compliance with its obligations under Section 7; provided that in no event shall Lessor have any duty or obligation to monitor, review or assess any security measures maintained by Lessee or Lessee's compliance with the provisions of Section 7, and there shall be no inference or implication therefrom that Lessor has reviewed or approved the adequacy or sufficiency of such recommendations or of the actual security measures or systems employed by Lessee.

Section 30. EXECUTION

This Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized officers:

LESSEE:	LESSOR:
MIAMI-DADE COUNTY	AGUSTAWESTLAND PHILADELPHIA CORPORATION
By: _____	By: _____
Sign: _____	Sign: _____
Title: _____	Title: CEO AWPC
Date: _____	Date: 11/15/19

This is Counterpart No. 3 of a total of three (3) counterparts. Only Counterpart No. 3 shall be considered chattel paper for purposes of the Uniform Commercial Code and a security interest under the Uniform Commercial Code may be perfected only by possession of Counterpart No. 3.

EXHIBIT 1

CONFIGURATION OF BELL 412EP HELICOPTER
ACCESSORIES AND EQUIPMENT

BELL 412EP - Technical Sheet
TYPE: BELL 412EP
CLASS: _____
REG. MARKS: _____
SERIAL NUMBER: _____
DATE OF MANUFACTURE _____
ENGINE(S): PRATT & WHITNEY _____
SERIAL NUMBER: #1_____
SERIAL NUMBER: #2_____

CERTIFICATION:
Standard Airworthiness Certificate

CONFIGURATION:
Utility EMS

AVIONICS

Com. Radio #1
Nav Radio #1
ADF #1
Transponder #1 (Mode S)
DME #1
Radar Altimeter #1
EGPWS
Weather Radar
Audio Panel #1
Audio Panel #3
Flight Director #1
HSI #1
ADS-B
GPS #1 IFR/VFR Certified
ELT
VHF/UHF FM Radio #1
Standby Att. Indicator
Flight Tracking

Com. Radio #2
Nav Radio #2
Audio Panel #2
Audio Panel #4
Flight Director #2
HSi #2
RNAV
TCAS/TCAD
VHF/UHF FM Radio #2
Auto Pilot
Attitude Gyro

Search Light

Cockpit Photo If Available

ADDITIONAL EQUIPMENT

Bleed Air Heater

Air Comm Air Conditioning System
High Skid Gear
Wire Strike Protection System
NVG Compatible
Rotor Brake
L/H Sliding Door
R/H Sliding Door
Anti-Collision Lights
Utility Mirrors
Cargo Hook
Dual Controls
Utility Int. F&R EMS
Windshield Wipers
Cargo Hook Suspension

Interior Photos If Available

EXTERIOR

Exterior Photo If Available

EXHIBIT 2

ACCEPTANCE RECEIPT DATED _____, 20__

BETWEEN

AGUSTAWESTLAND PHILADELPHIA CORPORATION

AND

MIAMI-DADE COUNTY

Lessor and Lessee confirm that the Aircraft described on page two of this Receipt has been delivered at Miami-Dade, FL, as of the above date and that the Lease terms with respect to said Aircraft shall commence as of the delivery date set forth above.

Lessee confirms that the Aircraft has been examined by a duly appointed and authorized representative of Lessee and such examination shows that the Aircraft and its components are plainly and distinctly marked with the manufacturers' serial numbers set forth on page two of this Receipt.

Lessee confirms that on the date of this Acceptance Receipt: (i) the Aircraft was in good order and conformity with the provisions of the Lease, and: (ii) the Aircraft was duly accepted by Lessee, and: (iii) the Aircraft became subject to and governed by the provisions of the Lease, and: (iv) Lessee became obligated to pay the rentals to Lessor provided for in the Lease with respect to the Aircraft.

LESSEE:	LESSOR:
MIAMI-DADE COUNTY	AGUSTAWESTLAND PHILADELPHIA CORPORATION
By: _____	By: _____
Sign: _____	Sign: _____
Title: _____	Title: _____

EXHIBIT 2

QUANTITY	DESCRIPTION OF EQUIPMENT	MANUFACTURER	MANUFACTURER'S SERIAL NUMBERS
1	Helicopter model BELL 412EP	BELL	XXXXX
2	Engine(s) Model _____ _____	Pratt & Whitney	SERIAL NUMBER: #1_____ SERIAL NUMBER: #1_____

Aircraft & Engines

Airframe Total Time _____

Engine Total Time _____
Engine Cycles _____
Engine Total Time _____
Engine Cycles _____

Fuel on board at delivery _____ kilograms

Main Rotor Hub Assembly	SERIAL NUMBER: _____
Main Transmission	SERIAL NUMBER: _____
90 degree Gear Box	SERIAL NUMBER: _____
Main Rotor Blades	#1 SERIAL NUMBER: _____
	#2 SERIAL NUMBER: _____
	#3 SERIAL NUMBER: _____
	#4 SERIAL NUMBER: _____

EXHIBIT 2

HELICOPTER LOOSE EQUIPMENT

A/C SERIAL NUMBER _____
A/C REGISTRATION NUMBER _____

	AWPC VERIFICATION	CUSTOMER VERIFICATION
FLIGHT MANUAL, AIRFRAME & ENGINE LOGBOOKS		
AIRWORTHINESS & REGISTRATION CERTIFICATES		
FOUR (4) MAIN ROTOR TIE DOWNS		
TWO PITOT COVERS		
TWO INTAKE COVERS		
TWO HEADSETS & SHORT CORDS		
ONE SET OF CHOCKS		
ONE LIFTING EYE		
ONE TOW BAR & SHEAR PINS		
PUBLICATIONS:		
SET OF MAINTENANCE MANUALS		
SET OF IPB'S		
SET OF TECHNICAL BULLETINS		
SET OF INFORMATION LETTERS		
SET OF GENERAL INFORMATION LETTERS		
ENGINE OPERATIONS & MAINTENANCE MANUAL		
ENGINE PARTS CATALOG		
OVERHAUL MANUAL		
FIRST AID KIT		
JUMPER PLUG (COPILOT SIDE)		
FOUR EXHAUST PLUGS		
COPILOT FLIGHT CONTROL COVERS		
FIRE EXTINGUISHER		
COPILOT FLIGHT CONTROLS		
KEYS		
TOUCH-UP PAINT		

MIAMI-DADE COUNTY _____ Title _____ Date _____

AGUSTAWESTLAND PHILADELPHIA CORPORATION Title Date

EXHIBIT 3

RETURN FROM LEASE RECEIPT DATED

TO LEASE DATED _____, 20__

BETWEEN

AGUSTAWESTLAND PHILADELPHIA CORPORATION

AND

MIAMI-DADE COUNTY

Lessor and Lessee confirm that the Aircraft described on page two of this Receipt has been returned to Lessor at mutually agreed location as of the above date and that the Lease term with respect to the Aircraft has terminated as of the return date set forth above.

Lessor confirms that the Aircraft has been examined by a duly appointed and authorized representative of Lessor and such examination shows that the Aircraft and its components are plainly and distinctly marked with the manufacturers' serial numbers set forth on page two of this Receipt.

Lessor confirms that on the date of this Receipt the Aircraft was duly accepted by Lessor for return. Lessee's obligations regarding the return condition of the Aircraft as set forth in the Lease shall survive the termination of the Lease until such time as Lessor notifies Lessee in writing that all return conditions have been satisfied.

LESSEE:	LESSOR:
MIAMI-DADE COUNTY	AGUSTAWESTLAND PHILADELPHIA CORPORATION
By: _____	By: _____
Sign: _____	Sign: _____
Title: _____	Title: _____

EXHIBIT 3

QUANTITY	DESCRIPTION OF EQUIPMENT	MANUFACTURER	MANUFACTURER'S SERIAL NUMBERS
1	Helicopter model BELL 412EP	BELL	XXXXX
2	Engine(s) Model _____ _____	Pratt & Whitney	SERIAL NUMBER: #1_____ SERIAL NUMBER: #1_____

Aircraft & Engines

Airframe Total Time _____

Engine Total Time _____
Engine Cycles _____
Engine Total Time _____
Engine Cycles _____

Fuel on board at delivery _____ kilograms

Main Rotor Hub Assembly	SERIAL NUMBER: _____
Main Transmission	SERIAL NUMBER: _____
90 degree Gear Box	SERIAL NUMBER: _____
Main Rotor Blades	#1 SERIAL NUMBER: _____
	#2 SERIAL NUMBER: _____
	#3 SERIAL NUMBER: _____
	#4 SERIAL NUMBER: _____

EXHIBIT 3

HELICOPTER LOOSE EQUIPMENT

A/C SERIAL NUMBER _____
A/C REGISTRATION NUMBER _____

	AWPC VERIFICATION	CUSTOMER VERIFICATION
FLIGHT MANUAL, AIRFRAME & ENGINE LOGBOOKS		
AIRWORTHINESS & REGISTRATION CERTIFICATES		
FOUR (4) MAIN ROTOR TIE DOWNS		
TWO PITOT COVERS		
TWO INTAKE COVERS		
TWO HEADSETS & SHORT CORDS		
ONE SET OF CHOCKS		
ONE LIFTING EYE		
ONE TOW BAR & SHEAR PINS		
PUBLICATIONS:		
SET OF MAINTENANCE MANUALS		
SET OF IPB'S		
SET OF TECHNICAL BULLETINS		
SET OF INFORMATION LETTERS		
SET OF GENERAL INFORMATION LETTERS		
ENGINE OPERATIONS & MAINTENANCE MANUAL		
ENGINE PARTS CATALOG		
OVERHAUL MANUAL		
FIRST AID KIT		
JUMPER PLUG (COPILOT SIDE)		
FOUR EXHAUST PLUGS		
COPILOT FLIGHT CONTROL COVERS		
FIRE EXTINGUISHER		
COPILOT FLIGHT CONTROLS		
KEYS		
TOUCH-UP PAINT		

_____ _____ _____
MIAMI-DADE COUNTY Title Date
_____ _____ _____

AGUSTAWESTLAND PHILADELPHIA CORPORATION Title Date

EXHIBIT 4

Pursuant to the terms of the Lease, Lessee shall provide the following insurance:

1. Aircraft liability (including passenger legal liability, bodily injury and property damage) in an amount not less than Thirty Million US Dollars ($30,000,000.00 USD) for each single occurrence.

2. Comprehensive General Liability (bodily injury and property damage) in an amount not less than Twenty-Five Million US Dollars ($25,000,000.00 USD) for each single occurrence.

3. Insurance Against Loss or Damage to the Aircraft - All risk ground and flight aircraft hull insurance on an agreed value form basis in the amount of 120% of the value paid for the aircraft in US Dollars ($3,685,217.00 USD). Such insurance shall include:

   (a) F.O.D. (foreign object damage)

   (b) fire and explosion coverage and

   (c) lightening and electrical damage with respect to any engines or parts while removed from the aircraft and any engines or parts while temporarily installed on the aircraft.

   In addition, Lessee shall maintain war risk, hijacking, conspiracy, governmental confiscation and expropriation insurance.

   The hull insurance shall not be subject to a deductible in excess of 5% of hull value in motion.

   The all-risk physical damage coverage applicable to engines and parts shall be on a replacement basis with a maximum limit of not less than Three Hundred Thousand US Dollars ($300,000.00 USD) and shall not be subject to a not-in-motion deductible in excess of One Thousand US Dollars ($1,000.00 USD) nor an in-motion deductible in excess of Twenty-Five Thousand US Dollars ($25,000.00 USD).

4. Lessee shall provide, at its own expense, workmen's compensation insurance with all-states coverage for the crew and maintenance personnel.

5. Lessor as Additional Insured: Notice - Any policies of insurance carried in accordance with this Exhibit and any policies taken out in substitution or replacement for any such policies:

   (a) shall be amended to name Lessor, as owner of the aircraft, additional named insured as its interest may appear; and

   (b) with respect to insurance carried in accordance with paragraph (3) covering the aircraft, the policies shall be made payable to Lessor as loss payee and in the event of any loss shall be disbursed by Lessor to Lessee or other appropriate person in payment of the costs actually incurred with respect to repairs made to the aircraft so as to restore it to the operating condition required by the Lease or shall be disbursed as otherwise required by this Lease; and

EXHIBIT 4

(c) shall provide that if the insurers cancel such insurance for any reason whatever, or any substantial change is made in the coverage which affects the interest of Lessor, or the same is allowed to lapse for nonpayment of premium or such insurance coverage is reduced, such cancellation, change, lapse or reduction shall not be effective as to Lessor for thirty (30) days following receipt by Lessor of written notice by such insurers of such cancellation, change, lapse or reduction and

(d) shall provide that as respects the interest of Lessor in such policies, the insurance shall not be invalidated by any action or inaction of Lessee or any other person (other than Lessor) and shall not be invalidated by any action or inaction of Lessee or any other person (other than Lessor) and shall insure Lessor's interest, as it appears, regardless of any breach or violation of any warranties, declarations, or conditions contained in such policies by Lessee or any other person (other than Lessor).

Each insurance policy and their respective cover amounts obtained in accordance with the requirements set forth in this Exhibit shall:

(a) be primary without right of contribution from any other insurance which is carried by Lessor to the extent that such other insurance provides it with contingent and/or excess liability insurance with respect to its interest as such in the aircraft, and

(b) shall expressly provide that all of the provisions thereof, except the limits of liability, shall operate in the same manner as if there were a separate policy covering each insured, and shall waive any right of the insurers to any set-off or counterclaim or any other deduction by attachment or otherwise, in respect of Lessor or Lessee. Lessee shall arrange for appropriate certification as to the satisfaction of the requirements set forth in this Exhibit to be delivered promptly (and in any case not later than the Delivery Date for such aircraft) to Lessor by each insurer with respect thereto, which certification shall specifically acknowledge that the insurance is in conformity with this Exhibit.

6. Reports, etc. - Lessee will advise Lessor in writing promptly of any default for the payment of any premium and of any other act or omission on the part of Lessee which might invalidate or render unenforceable, in whole or in part, any insurance on the aircraft. Lessee will also advise Lessor in writing at least 30 days prior to the expiration or termination date of any insurance carried and maintained on the aircraft pursuant to this Section.

7. The insurance specified in this Exhibit shall be in full force and effect throughout any geographical areas at any time traversed by the aircraft.

EXHIBIT 5
AgustaWestland Philadelphia Corporation
Helicopter alteration request

To the attention of: AgustaWestland Philadelphia Corporation, 3050 Red Lion Road, Philadelphia, PA 19114 by MIAMI-DADE COUNTY for helicopter models BELL 412EP , SN _____, Registration Number _____, currently on lease to MIAMI-DADE COUNTY under Lease Agreement No. MMDD20__.

Description of the alteration:
_____

_____

Documents that will be provided:
FAA approval (TC, STC, field approval, DER approval)_____

Revised Equipment List (yes, no)

Revised weight and balance (yes, no)

Approved Flight Manual Supplement (yes, no)

Instructions for Continued Airworthiness (yes, no)

Manufacturing/installation drawings _____

Engineering reports (structural analysis, electrical load analysis,...)_____

Warranty information _____

List of vendors and subcontractors_____

Support requested from AgustaWestland Philadelphia Corporation
_____

Signature_____ date_____

AgustaWestland Philadelphia Corporation review:

Engineering : _____ date_____
Quality Control : _____ date_____
Chief Pilot : _____ date_____
Approved by Customer Service and Operations: _____ date_____
Inspection required : _____
Contract Administration : _____ date_____
Legal : _____ date_____
Approved by Director of Sales : _____ date_____

Inspection performed by : _____ date_____

Accepted by : _____ date_____

AIRCRAFT LEASEBACK Agreement No. SN 36358
Bell 412EP

This Aircraft Lease (hereinafter referred to as the "Lease"), made this ____day of _____, 201_, by and between AgustaWestland Philadelphia Corporation (hereinafter referred to as "Lessor"), a Delaware corporation having its principal place of business at 3050 Red Lion Road, Philadelphia, PA 19114 and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW. 1st Street, Miami, Florida 33128 (hereinafter referred to as "Lessee"), is made in consideration of the agreements expressed herein.

WHEREAS, Lessor is in the business of leasing helicopters to aircraft operators, and;

WHEREAS, Lessee desires to lease from Lessor and Lessor is willing to lease to Lessee a Bell 412EP Helicopter, in accordance with and subject to the terms and conditions contained in this Lease, and;

WHEREAS, Lessor intends to lease to Lessee and Lessee intends to rent from Lessor a total of four (4) Bell 412EP aircraft. Lessor is leasing these aircraft to Lessee as a condition to the related sale to Lessee of four new AW139 helicopters produced by Lessor, and;

Whereas, Lessor and Lessee agree that lease of the Bell 412EP helicopter Serial Number 36358 by the Lessee is at no cost to the Lessee, except as specified in Section 4 - PAYMENTS herein, and;

THEREFORE, intending to be legally bound hereby, the Lessor and Lessee (hereinafter referred to individually as a "Party" and collectively as "the Parties"), hereto agree as follows:

Section 1. SUBJECT MATTER

Lessor hereby agrees to lease to Lessee a Bell 412EP helicopter bearing Serial Number 36358 (hereinafter referred to as the "Aircraft") with all associated equipment and components installed thereon, as more particularly identified in the attached Exhibit 1 to this Aircraft Lease Agreement No. SN 36358. Lessee hereby agrees that rent of said Aircraft is at no cost to the Lessee, and is based on the following terms and conditions. Lessor will lease to Lessee a total of four Bell 412EP aircraft, each subject to its own lease agreement. Each lease is directly connected to the purchase from Lessor by Lessee of one new AgustaWestland AW139 helicopter. Failure by Lessee to execute the sales Agreement related to each AW139 or BELL 412EP Helicopter will relieve Lessor of any obligations for the lease of the corresponding Bell 412EP. While there is no monthly rental payment due to Lessor, performance of the related sales agreements is necessary to the rights and obligations of the Parties as set forth below. Lessee shall have no legal title to the Aircraft notwithstanding the delivery of the Aircraft to Lessee and possession and use of the Aircraft by Lessee.

Section 2. TERM OF LEASE

(a) This Lease is a net lease. Lessor shall have no obligation, liability or responsibility to Lessee or any other person with respect to operation, location, possession, ownership, licensing, registration, compliance with laws, rules or regulations, maintenance, repairs, alterations, modifications, correction of faults or defects (whether or not required by applicable law) or insurance with respect to the Aircraft, all of which matters shall be, as between Lessor and Lessee, the sole responsibility of Lessee, regardless of upon whom such responsibilities may fall under applicable law or otherwise, and any payments hereunder have been set in reliance upon Lessee's sole responsibility for all such matters. Lessee acknowledges and agrees that its obligations to pay all amounts due and owing in accordance with the terms hereof shall be absolute and unconditional and shall not be released, discharged, waived, reduced, set-off or affected by any circumstance whatsoever.

(b) The term of this Lease shall begin on the date that Lessee accepts the Aircraft from Lessor, as noted in Exhibit 2 of this Lease, and continue until such time as Lessor delivers, and Lessee accepts, all of the AW139 aircraft pursuant to the related sales agreements executed by Lessor and Lessee (this lease period hereinafter referred to as the "Term of the Lease"). The Term of the Lease may be extended beyond the delivery of the related AW139 aircraft by mutual agreement of the Lessor and Lessee.

(c) On the date of delivery of the Aircraft to Lessee, Lessee will accept the Aircraft by executing and delivering to Lessor the Acceptance Receipt therefor in the form attached hereto as Exhibit 2. Thereupon, the Aircraft shall be deemed to have been accepted by Lessee at Miami Dade, FL on the date specified in the Acceptance Receipt and shall become subject to and governed by this Lease.

(d) Aircraft equipped as provided in Exhibit 1 – CONFIGURATION OF Bell 412EP HELICOPTER ACCESSORIES AND EQUIPMENT, shall be scheduled for acceptance and delivery ex Lessee facility in Miami Dade, Florida on _____ __, 20__ (the "Projected Delivery Date").

The Projected Delivery Date represents the date on which the Lessor shall provide the helicopter to the Lessee and is based on: (i) timely receipt by Lessor of all insurance, aircraft registration and any other information necessary to permit Lessor to proceed with work without delay and without interruption, and (ii) Lessee's compliance with the payment terms of the related AW139 sales agreement executed between Lessor and Lessee specified in Contract No RFP 01424.

While Lessor shall exercise its reasonable effort to achieve the Projected Delivery Date, Lessor shall not be liable or responsible for excusable delays, as specified in Appendix B-Section 4 (EXCUSABLE DELAYS) of Contract No. RFP 01424 or non-compliance resulting from any event beyond the reasonable control of Lessor, including, but not limited to, compliance with any applicable regulation of civil or military authority, technical changes due to flight safety reasons, acts of any Government or on behalf of them, war declared or undeclared, insurrection, riot or other acts of civil disobedience, embargo or trade restriction, delays or shortages in transportation, fuel, vendors' and/or subcontractors' delays, strikes, lockouts, slowdowns, labor disputes, fire, accident, explosion, epidemic, unusually severe weather, flood, earthquake, delay to certification, failure in performance of a subcontractor or other acts of God.

Lessor shall give written notice to Lessee of the events causing the excusable delay. Any such event shall delay the Projected Delivery Date to the extent of the excusable delay.

In case of a delay caused by Lessor of more than one hundred twenty (120) calendar days beyond the Projected Delivery Date, either Party shall have the right to cancel the undelivered portion of this Lease by giving written notice.

Section 3. INTENTIONALLY OMITTED

Section 4. PAYMENTS

(a) Lessee covenants and agrees to pay Lessor for the Aircraft in the following manner:

(3) The Lease permits an annual Aircraft utilization of six hundred (600) operating hours per year during the Term of the Lease.

(4) Within ten (10) calendar days after the last day of each month during the Term of the

Lease, Lessee shall submit to Lessor a completed Monthly Operating Report showing the total number of flight hours logged during the preceding month.

(5) At the end of the Term of the Lease, Lessor shall invoice Lessee for the total number of operating hours logged in excess of the permitted annual utilization of six hundred (600) operating hours per year. At the end of the Term of the Lease, the permitted operating hours will be calculated by multiplying the number of months the Aircraft was leased by fifty (50) prorata. The operating hours in excess of permitted operating hours will be multiplied by the hourly utilization fee equal to Five Hundred U.S. Dollars ($500.00 USD) (this amount hereinafter referred to as the "Hourly Utilization Fee") to determine the invoice amount if any. Lessee's payment for all excess hours flown during the Term of the Lease will be due as specified in _____ of Contract No. RFP 01424 – METHODS AND TIME OF PAYMENT.

(6) In the event that the Term of the Lease is extended beyond twelve (12) months due to Lessor's failure to deliver the AW139 Helicopters referenced in the related sales agreement executed by Lessor and Lessee in accordance with that sales agreement, any Hourly Utilization Fee due the Lessor is waived.

(b) All amounts due from Lessee to Lessor under this Lease shall be paid in U.S. Dollars by bank wire transfer of Federal Funds to Lessor's account as identified below:

ACCOUNT NAME:	AgustaWestland Philadelphia Corporation 3050 Red Lion Road Philadelphia PA 19114
BANK NAME:	Wells Fargo Bank, N.A. 130 S. Juniper Street Philadelphia, PA 19109
ACCOUNT NUMBER:	2100011332005
ABA ROUTING NUMBER:	121000248
SWIFT BIC:	WFBIUS6S

(c) Lessee shall pay any and all taxes (without limitation, sales, value added taxes and use taxes), stamp, import and other duties or fees assessed or levied by any governmental, central, state, provincial or local taxing authority as a result of the Aircraft Lease Agreement (collectively, "Taxes").

Section 5. <u>DELIVERY AND WARRANTIES</u>

Except as otherwise provided, Lessor warrants that at the time of its delivery to Lessee, the Aircraft shall be subject to a valid and current Federal Aviation Administration (hereinafter referred to as the "FAA") Airworthiness Certificate or Export Certificate of Airworthiness as applicable. The Aircraft is otherwise being leased on an "AS IS" basis.

(a) THE AIRCRAFT AND ALL TRAINING, SPARE PARTS, TOOLS AND TECHNICAL ASSISTANCE FURNISHED TO LESSEE IN CONNECTION THEREWITH ARE BEING LEASED AND/OR FURNISHED IN AN "AS IS" CONDITION AND LESSOR MAKES NO WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY OBLIGATION OF

LESSOR WITH RESPECT TO FITNESS (FOR USE OR FOR ANY PARTICULAR PURPOSE) DESIGN, CONDITION, QUALITY OF MATERIALS, OR WORKMANSHIP, DURABILITY, MERCHANTABILITY, LOSS OF USE OR CONSEQUENTIAL DAMAGE NOR SHALL THE LESSOR BE LIABLE FOR INCIDENTAL DAMAGES OR FOR STRICT OR ABSOLUTE LIABILITY IN TORT AND LESSEE HEREBY WAIVES ALL REMEDIES OR LIABILITIES.

(b) Prior to delivery of the Aircraft to Lessee, Lessee shall conduct a ground technical inspection of the Aircraft and Lessor shall conduct an acceptance flight to demonstrate to Lessee's representatives that the Aircraft and its equipment are in a working condition in accordance with the provisions of this Lease. Any airworthiness discrepancies discovered during such inspection or flight will be corrected by Lessor prior to delivery of the Aircraft to Lessee.

Section 6. REPLACEMENTS

Lessee agrees that it will not modify or alter the Aircraft, or remove or replace any components or parts of the Aircraft, without the prior written consent of Lessor, as provided for in Section 9(a) of this Lease, except as is required for normal operations, maintenance and repair. Any and all improvements in, or changes and additions to, the Aircraft, or replacements of any components or parts of the Aircraft, constitute accessions to the Aircraft and shall be subject to all the terms and conditions of the Lease. No removal of any component or part from the Aircraft shall divest Lessor of all its superior title thereto unless and until such component or part is replaced by an item in serviceable, airworthy and good operating condition which is, in the opinion of Lessor, of substantially the same kind, equal or better value and utility (equal utility with respect to such an item shall be deemed to include, but not be limited to, the number of days, hours, cycles or landings since last major overhaul of the component or part replaced) the title to which, upon its being installed in or attached to the Aircraft, is validly vested in Lessor with such title being prior to the lien or claim of any other person.

If, at the time of the return of the Aircraft by Lessee to Lessor, the engines or other components installed thereon are not those owned or leased hereunder by Lessor, Lessee will at its own expense and concurrently with such return, furnish Lessor with a bill of sale in form and substance satisfactory to Lessor, with respect to each such engine and component duly vesting in Lessor valid legal title thereto, free and clear of all mortgages, liens, charges, encumbrances and security interests except any of the foregoing incurred by or securing claims against Lessor, and shall take such other action as Lessor may reasonably request in order that each such engine and component shall be duly and properly titled in Lessor.

Section 7. RETURN OF AIRCRAFT AND RECORDS

(a) Upon the expiration of the Term of the Lease, or if Lessor shall rightfully demand possession of the Aircraft pursuant to this Lease or otherwise, Lessee shall return the Aircraft to Lessor at Lessee's Facility, Miami Executive Airport, Miami-Dade County, FL or such other location as may be mutually agreed by both parties. At the time it is returned to Lessor, the Aircraft:

(1) Shall have on board the same quantity of fuel and oil and all of Lessor's equipment in serviceable condition as was on board at delivery to Lessee.

In the event the quantity of fuel in the returned Aircraft does not equal the amount on board at the time the Aircraft was delivered to Lessee, Lessee shall be liable for the cost of fuel at the then current market price.

(2) Shall have installed thereon all components installed thereon at the commencement of the term of this Lease or permitted replacements therefor.

(3) Shall have all modifications and alterations thereto which were made in accordance with the provisions of this Lease removed at Lessee's expense, provided that mandatory modifications and alterations which were made pursuant to the terms of any FAA

Airworthiness Directive or a recommended or required Service Letter or Service Bulletin issued by the airframe or engine manufacturer shall not be removed.

(4) Shall be restored to and in the same condition as when delivered to Lessee. Shall be in similar operating condition, shall be in similar physical condition and similar appearance (ordinary wear and tear excepted) with all systems operating as delivered. Fuselage, cowlings and tail boom shall be free of major dents, abrasions, scab patches, cracks and loose or pulled rivets. Windows shall be free of delamination, blemishes, cracks, crazing and shall be properly sealed. Doors shall be free moving, correctly rigged and fitted with serviceable seals. Paint for the Air craft shall be in a good condition, with no defects or deterioration to the paint finish. All mandatory placards and registration marks shall be in place. Bulkhead, ceiling panels, liners and interior trim shall be fitted securely and be clean and free of cracks and be in as good of a condition as when originally delivered. All nets shall be in similar condition as delivered. Floor covering shall be clean and effectively sealed and upholstery items shall be in a similar condition as delivered, clean and shall conform to the then-existing requirements of the FAA. The entire Aircraft shall be free from corrosion or shall be adequately treated by reference to Manufacturer's tolerance levels and FAA requirements. All fuel tanks and fuel lines shall be free from contamination, leaks and corrosion.

(5) Shall conform to the aircraft Type Certificate (TC), shall conform to Bell Helicopter Textron Inc. and Federal Aviation Authority (FAA) regulation on commercial operation of such a helicopter and have a valid and current FAA Airworthiness Certificate unless otherwise revoked or restricted by any governmental authority and not due to Lessee's failure to maintain or operate the Aircraft in compliance with Federal Aviation Regulations..

(6) Shall be free and clear of any mortgages, liens, charges, encumbrances and security interests, other than the Lease and any Lessor Liens.

(7) Shall be in compliance with applicable inspection cycle. Such inspection shall be performed at Lessee's expense.

(8) Shall have no damage history other than damage history existing and known to Lessor as of the Delivery Date or damage history that has been repaired in accordance with OEM's directive and after making such repairs, the value of the aircraft has not been negatively affected. If Lessor is of the opinion that the Aircraft value has been diminished due to the existence of any damage history Lessor and Lessee shall consult for the purposes of determining the diminution amount any values agreed upon in writing between Lessor and Lessee shall be binding on both Parties.

(9) Lessee shall deliver all records to Lessor including:

I) All records of maintenance, preventative maintenance, alterations and major repairs.

II) All Airframe, Rotor Blade, Rotor Components, Parts and Engine Logbooks endorsed with current total time and cycles for Airframe and Rotor Blade, total time and cycles for each engine and an entry for total time and cycles since overhaul and hot section inspection for each Engine and the Airframe logbook must include all appropriate endorsement verifying that the avionics have been periodically tested and inspected in accordance with all applicable provision of the Aviation Authority Regulations and the applicable maintenance program.

III) A current written summary certified by an Aviation Authority approved licensed mechanic listing the status of all applicable airworthiness directives and service

bulletins for the Airframe, Engines, Parts, Rotor Blades, Parts and Rotor Components and appliances.

IV) A written summary certified by an Aviation Authority licensed mechanic of the current status of life limited and/or overhauled components for Airframe, Engines, Engine accessories, Parts, Rotor Blades, Parts, Components and appliances as defined in the most current revision(s) of all Manufacturers' maintenance publications to the Aircraft.

V) Documentation and data for each component having an overhaul or inspection requirement of life limit, which components are identified in pertinent sections of the maintenance program applicable to Aircraft as follows a) an airworthiness release certificate or maintenance release tag, b) the manufacture work order or copy thereof verifying the details of each components overhaul and c) an appropriate record certifying date and expended time status of component when installed (i.e. copy of log or inspection squawk card) all of which must be properly organized and provided on board the Aircraft at the time it is returned to Lessor.

VI) Lessee shall also deliver to Lessor all manufactured supplied hard and soft copy flight operations manuals, manufacturer maintenance manuals; work cards computerized maintenance history, component serviceability tags, STCs, 337s maintenance manuals, flight manuals and structural repair manuals that were provided to Lessee upon commencement of Lease. All manuals or other documents delivered to Lessor that are subject to periodic revision will be fully up to date and current to the latest revision standard of any particular manual or document. Lessee will provide all of the Records to Lessor upon return of the Aircraft to Lessor, regardless of whether Lessee has conducted its periodic inspections of the Aircraft pursuant to pertinent sections of the a manufacture-recommended maintenance program. In the event any Records are missing or incomplete, Lessor shall have the right to cause any such Records to be reconstructed as Lessee's expense. All Records shall be in the English language.

VII) The Aircraft shall have undergone, not more than 30 calendar days prior to the return to the Lessor of the Aircraft, full and complete borescope and combustion section inspections. Any defects or discrepancies revealed shall be remedied in accordance with Engine Manufacturer guidelines and recommendation. If the Engine logs and technical record and/or condition trend monitoring data of any Engines indicates an acceleration in the rate of deterioration in the performance of an Engine, the Lessee will correct, to the Lessor's satisfaction, such conditions which are determined to exceed the Engine Manufacturer's maintenance manual tolerances or otherwise be causing such accelerated rate of deterioration. Lessee shall also at such time take whatever actions are necessary to ensure that the Engine(s) produce their rated power. The Lessee will give access to the Lessor to complete borescope and combustion section inspections.

VIII) The Aircraft fuel system shall have a full and entire fuel tank internal inspection carried out for sign of deterioration or leakage. Any and all such findings shall be cleared IAW the Manufacturer's recommendations by the Lessee at its sole cost. All findings shall be documented by paperwork and or video borescope shall be provided to the Lessor in both soft and hard copy. The Lessee will provide maintenance records to comply with this requirement.

IX) The Aircraft hydraulic system shall have a full and entire pressure testing inspection carried out on all flight control systems in accordance with OEM maintenance manuals and be inspected for deterioration or leakage. Any and all

such finding shall be cleared IAW with the Manufacturer's recommendations by the Lessee at its sole cost. All findings shall be documented by paperwork and or video borescope shall be provided to the Lessor in both soft and hard copy.

(b) Prior to return of the Aircraft to Lessor, Lessor shall be entitled to conduct a ground technical acceptance inspection of the Aircraft and an acceptance flight at Lessee's expense. Any discrepancies identified upon completion of the acceptance inspection will be corrected by the Lessee to bring the helicopter to a similar condition as noted at the time of the inspection conducted before the commencement of the lease.

(c) Lessee shall maintain all of the records, manuals and documents delivered to Lessee upon delivery of the Aircraft in a current and accurate condition and shall return such records, manuals and documents to Lessor upon return of the Aircraft. In the event any of the logs are missing or incomplete, Lessor shall have the right to cause the logs to be reconstructed at the expense of Lessee.

(d) Upon return of the Aircraft, duly authorized representatives of Lessee and Lessor shall execute a Return from Lease Receipt in the form attached hereto as Exhibit 3 to evidence return of the Aircraft and termination of the Lease. In recognition of the fact that the entire acceptance inspection procedure performed by Lessor after return of the Aircraft takes an unspecified number of work days after the Aircraft is physically returned to Lessor, Lessee's obligations for the return conditions specified in this Section shall survive the termination of the Lease until Lessor notifies Lessee that the Aircraft has been found acceptable. The cost of any repairs which are found to be required during the post-return inspection shall be borne in their entirety by Lessee.

(e) The Lessor shall have the right to invoice the Lessee for actual costs associated with the Lessee's Return of the Aircraft and Records identified in Section 7 of this Lease Agreement.

Section 8. AFFIRMATIVE COVENANTS OF LESSEE

Lessee covenants, agrees and warrants in particular, but without limiting other covenants and provisions hereof, as follows:

(a) Lessee is a duly organized political subdivision of the State of Florida in good standing under the laws of the state of Florida, and is duly qualified to do business as a governmental entity in good standing in any jurisdiction where the conduct of its business requires authority to carry on its business as presently conducted, to hold property under lease and to enter into and perform its duties under this Lease. The Lease has been duly authorized, executed and delivered by Lessee and is a valid and binding obligation on Lessee enforceable in accordance with its terms. Lessee shall maintain and continue its authority to take all action required of it hereunder.

(b) Lessee agrees that it will use the Aircraft solely in commercial, contract or other operations primarily in the United States of America, except that it may be flown temporarily flown in international waters and to islands in the Caribbean that do not conflict with OFAC sanctions for any purpose consistent with the provisions of this Lease. and that it will not use, or permit the Aircraft to be used, for any purpose for which it is not designed or reasonably suited or which could have the effect of rendering the required insurance coverage void or otherwise invalidated.

(c) Lessee agrees that it will comply in all respects with the laws of all jurisdictions in which its operations involving the Aircraft may extend including, without limitation, all rules of the U.S. Federal Aviation Administration and any other authority exercising any power or jurisdiction over such Aircraft to the extent that such laws and rules affect the operation or use of the Aircraft.

(d) Lessee agrees that the payments due to Lessor under this Lease shall be net to the Lessor. Lessee agrees to pay and discharge and to indemnify and hold harmless Lessor from (i) all taxes,

fines or penalties imposed as the result of Lessee's use, possession, operation and leasing of this Aircraft or other property subject to this Lease, and (ii) all charges imposed for repairs, storage and maintenance of the Aircraft and its components, and (iii) all other charges, of any nature, imposed against Lessee or Lessor which relate to or are in any way connected to Lessee's use, possession, operation or leasing of the Aircraft. For purposes of this Section, taxes shall include all taxes imposed at a Federal, State or local level including federal excise taxes, sales and use taxes, personal property taxes, assessments and governmental fees, duties or charges whether charged to or assessed against either Lessor or Lessee.

(e) Lessee agrees that it will, at all times, permit Lessor's representative to inspect the Aircraft, whether on the ground or in flight, and all documents and records pertaining to the Aircraft or operation thereof. Upon the request of the Lessor, the Lessee shall confirm to the Lessor the location of the Aircraft.

(f) Lessee agrees that it will, at its own cost and expense, procure and maintain insurance in such amounts, in such form and with such insurers, provisions and endorsements as are set forth in Exhibit 4.

Prior to the date of delivery of the Aircraft to Lessee by Lessor, Lessee shall submit to Lessor insurance certificates reflecting that the required insurance will become effective upon delivery of the Aircraft. Lessor shall not be obligated to make delivery of the Aircraft to Lessee until Lessor has received evidence satisfactory to Lessor that the insurance required by this Section will be effective upon delivery of the Aircraft.

All policies providing insurance required by this Lease shall be renewed by binder, endorsement or cover note (or a new policy or policies providing similar coverage substituted therefore) not less than thirty (30) days before the respective expiration dates of the coverage of such policies, and Lessee shall promptly furnish Lessor with satisfactory evidence of such renewal or substitution.

Should Lessee fail or refuse to pay premiums for the required insurance as provided, Lessor may, but shall not be obligated to, pay the same, and the expense thereof shall become part of the amount that Lessee is required to pay under this Lease and, upon demand by Lessor, shall immediately be due and payable by Lessee to Lessor.

(g) Subject to the provisions of Section 768.28 of the Florida Statutes, and the mandatory maximum limits contained in that Section, Lessee agrees to defend, indemnify and save harmless Lessor, its directors, officers, employees and agents and its affiliated companies, their directors, officers, employees and agents, against and from any and all losses, liabilities, fines, penalties, damages, injuries, laborers' or mechanics' liens and any other claims or demands of any nature whatsoever caused by the negligent acts or omissions of Lessee, its directors, officers, employees or agents, arising or alleged to have arisen out of the leasing, possession, use, operation, condition, maintenance or ownership of the Aircraft. Lessee agrees to handle any claim or defend any suit or action brought against Lessor, its agents or employees as a result of negligence on the part of Lessee and to assume all losses, costs and expenses, including attorneys' fees, in connection therewith or resulting therefrom. Lessor shall promptly give Lessee notice of institution of such suit or action upon receipt of such claim or demand. The obligations under this Section shall survive any termination of this Lease and are in accordance with Article 2 - TERM OF LEASE, and are subordinate to Article 10 – INDEMNIFICATION AND INSURANCE of Contract No. RFP 01424.

(h) Lessee agrees that it will promptly furnish to Lessor notice of any litigation which is threatened or brought against Lessee and which might affect Lessee's ability to fulfill its obligations under this Lease. Lessee agrees that it will keep Lessor continuously advised of any developments with respect thereto. Lessee warrants that, at the time of its execution of this Lease, there are no pending or threatened actions or proceedings against or affecting Lessee before any court,

regulatory commission, board, agency or governmental authority which, if adversely determined, would materially adversely affect the financial condition of Lessee or its ability to perform its obligations under this Lease.

(i) Lessee agrees that it assumes and shall bear the entire risk of loss of, damage to and loss of use of the Aircraft from any and every source whatsoever, commencing upon the delivery of the Aircraft, but such assumption of risk shall not include liability of the Lessor as manufacturer or repairer. If the Aircraft is lost, destroyed or damaged beyond repair, or stolen, expropriated, confiscated, hijacked or otherwise placed permanently beyond the control of Lessee or Lessor in such manner that an Insurer issuing a policy of insurance covering the Aircraft would settle a claim on the basis of a total loss, Lessee shall, within one hundred twenty (120) County business days after such loss, destruction, damage, theft, expropriation, confiscation, hijacking or placing beyond control, pay Lessor therefor in cash an amount equal to the total of:

(1) The stipulated loss value of the Aircraft as set forth in Exhibit 4; and

(2) Any other amounts which may have been due from Lessee to Lessor under any other provisions of this Lease or otherwise.

If the Aircraft is damaged but able to be repaired, Lessee shall be responsible for the full cost of repair, whether or not such costs are covered by Lessee's insurance policies, and regardless of any deductible amounts which may exist under Lessee's insurance policies.

If there is a total loss of the Aircraft, Lessee shall be responsible to reimburse Lessor for the market value of the helicopter, whether or not such value is covered by Lessee's insurance policies, and regardless of any deductible amounts which may exist under Lessee's insurance policies.

(j) Upon delivery, Lessee represents that the Aircraft will be based in Miami-Dade County Florida and that Lessee is responsible to promptly notify Lessor upon any change of the Aircraft's base location.

(k) Lessee agrees that it will operate and maintain the Aircraft in accordance with all technical publications regarding the Aircraft type as published by Bell Helicopter or any manufacturers of the various components on the Aircraft. Lessee further agrees that only original Bell Helicopter parts or original Pratt & Whitney parts supplied through the Eagle Service Program will be used in any engine repairs required during the term of the Lease.

(l) Intentionally Omitted.

(m) Lessee agrees to enter into a Total Genuine Bell Parts Support Plan Fixed Hourly (Flight) (hereinafter referred to as "BELL PBH Program") for the Aircraft and maintain the BELL PBH Program in force throughout the Term of the Lease.

(n) Lessee agrees to enter into a Lessor approved Engine Service Program (hereinafter referred to as the "ESP Program") that covers the Two (2) PT6 Engine Twin Pac Aircraft engines and maintain it in force throughout the Term of the Lease.

Section 9. <u>NEGATIVE COVENANTS OF LESSEE</u>

During the term of this Lease, Lessee will not, without the prior written consent of Lessor:

(a) Modify or alter the Aircraft or any portion thereof. Lessee shall submit a completed Helicopter Alteration Request form to Lessor on each occasion that Lessee wishes to modify or alter the Aircraft. Lessor shall have absolute discretion to approve or disapprove any proposed modification or alteration or the manner by which it is accomplished except where the same is required by law or regulation. Lessor will advise Lessee in writing whether the proposed modification or alteration is

approved or disapproved. If the modification or alteration is approved by Lessor, Lessee may proceed to make the approved modification or alteration. Lessee acknowledges that it is obligated to supply Lessor with all documentation and drawings related to the manner in which the modification or alteration is performed and all required approvals. The format of the Helicopter Alteration Request form is set forth in Exhibit 5 to this Lease. Lessee further acknowledges that it is responsible for returning the Aircraft to Lessor in the same configuration as it was accepted by Lessee at commencement of the Lease. Therefore, Lessee acknowledges that it is responsible to remove from the Aircraft any equipment installed pursuant to an approved Helicopter Alteration Request, or otherwise, as well as to repair all areas from which such equipment is removed. Lessee acknowledges and agrees that it is responsible for all costs incurred by Lessor for removal of equipment and repair to the removal areas in the event that Lessee has not complied with these requirements prior to returning the Aircraft to Lessor.

(b) Take any action which might impair or place in jeopardy U.S. registration or ownership of the Aircraft.

(c) Part with possession of or enter into any sublease of the Aircraft, or any part thereof, to any person, firm or corporation.

(d) Voluntarily, involuntarily or by operation of law sell or otherwise dispose of, or enter into any commitment to sell or otherwise dispose of the Aircraft, any part thereof, or any interest therein.

(e) Voluntarily, involuntarily or by operation of law, sell, lease, assign, transfer or otherwise dispose of all or substantially all of its assets which would, in Lessor's reasonable opinion, substantially impair Lessee's ability to fulfill its obligations under this Lease.

(f) Do any act or voluntarily suffer or permit any act to be done whereby any insurance obtained pursuant to the terms of the Lease may be suspended or impaired. Lessee agrees that it will not, under any circumstances, suffer or permit the Aircraft to be used or operated during any period when the required insurance is not fully in effect.

(g) Operate or use or permit the operation or use of the Aircraft (i) to carry contraband, illegal narcotics, hazardous or dangerous cargo which might cause an undue risk of loss or damage to the Aircraft, or (ii) by pilots who do not possess current and valid licenses with the required ratings;

(h) Operate or use the Aircraft outside the limits on Lessor's operating specifications.

Section 10. TRAINING

Lessee agrees that the Aircraft will be operated only by FAA licensed pilots acting as Pilot In Command that have satisfactorily completed a Bell 412EP Pilot Transition Ground Course and an Initial Flight Course, both of which must be conducted by a certified flight school. In addition, Lessee agrees that the Aircraft will be operated only by FAA-licensed pilots who have satisfactorily completed a Bell 412EP Recurrent Flight Course and a Bell 412EP Pilot Recurrent Ground Course conducted by a certified flight school at twenty four (24) month intervals following the pilot's completion of the Bell 412EP Pilot Transition Ground Course and the Bell 412EP Initial Flight Course.

Lessee further agrees that the Aircraft will be maintained by FAA licensed Technicians and supervised by Technicians that have satisfactorily completed a Bell 412EPAirframe Maintenance Course conducted by the OEM.

Lessee shall be responsible for all costs associated with its personnel receiving necessary training. In the event that any training throughout the term of this Lease should take place, Lessee shall be responsible for the cost of the training course itself as well as for any expenses incurred by Lessor's training staff in order to conduct the training including, but not limited to, transportation, accommodations and per diem expenses.

Section 11. MAINTENANCE

Lessee agrees to operate and maintain the Aircraft in accordance with all Federal Aviation Administration regulations, as well as in accordance with all technical publications regarding the Aircraft, as published by Bell Helicopter and any other applicable equipment manufacturers. For purposes of this Lease, publications shall include, but are not limited to, FAA Airworthiness Directives ("A.D.s"); Bell Helicopter Technical Bulletins ("T.B.s"); pertinent engine bulletins; and applicable maintenance manuals. Lessor reserves the right to inspect the Aircraft and its records at any time throughout the duration of this Agreement in order to confirm compliance with all operational and maintenance requirements established by this Agreement.

Lessee shall be responsible for performing all maintenance, repairs and inspections which are required by the applicable airframe, engine and vendor equipment maintenance manuals and which may become due during the course of this Lease. Lessee shall not perform any overhaul of dynamic components outside a facility authorized by Bell Helicopter to conduct such activities. Lessee acknowledges that it will be responsible for the labor costs incurred in performing all maintenance, repairs and inspections as well as those incurred performing all repairs which are discovered to be required during the course of all maintenance, repairs and inspections of the Aircraft.

Lessee shall, at its own expense, promptly make any repair, alteration or modification of the Aircraft (i) that is necessary or advisable to comply with Lessee's obligations pursuant to this Lease or (ii) may be required to comply with any applicable law or any governmental rule or regulation (each, a "Required Improvement"). Any replacement parts installed on the Aircraft constituting a Required Improvement shall be the same make, same model (or approved superseding configuration and part number), and utility of the part being so replaced and all replacement parts installed on the Aircraft shall originate from commercial manufacturers holding appropriate FAA approvals and shall be traceable to the original manufacturer, with proper statement of manufacturer's authority quoted. Any repair made by Lessee of or upon the Aircraft or replacement parts, including any Replacement Engine, installed thereon in the course of repairing or maintaining the Aircraft, or any Required Improvement, shall, once installed on the Aircraft, be deemed an accession to the Aircraft, and title thereto shall immediately vest in Lessor and Lessee shall provide all documentation reasonably requested by Lessor evidencing same, all at Lessee's sole cost and expense.

Unless otherwise covered by the PBH Program or the ESP Program, Lessee will be responsible for the costs of all parts. Lessee will also be responsible for the costs of all consumable items, including, but not limited to, oil, fuel and grease. Lessee will also be responsible for all shipping costs related to the transit of parts for the Aircraft between Lessor and Lessee.

Any components removed from the Aircraft for the purpose of exchange or repair shall remain the property of Lessor and shall be returned by Lessee to Lessor at Lessee's expense.

Section 12. SPECIAL CONDITIONS

(a) Lessee agrees to take such actions as may be necessary to comply with the requirements of the Cape Town Convention and establish an account on the International Registry as Transacting User Entity under the Cape Town Convention.

(b) Lessee agrees to provide evidence satisfactory to Lessor that (i) the Lessor's International Interests created under each Lease Document have been or will be duly registered with the International Registry and (ii) each Lease Document has been or will be duly filed, recorded or registered with any appropriate Governmental Authority in the state or province of registration in relation to the Aircraft and each applicable Engine.

(c) Lessee agrees take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Lease Agreement.

(d) Use Outside of Country of Registration. The Aircraft shall be primarily operated, used or located in the United States of America, the country in which the Aircraft is to be registered by Lessee, except that it may be flown temporarily to islands in the Caribbean that do not conflict with OFAC sanctions for any purpose consistent with the provisions of this Lease. For the purposes of this limitation, "temporarily" shall mean a period of such limited duration, and in a manner, that is unlikely to subject the Aircraft to jurisdictional risks related to operating, locating or hangaring aircraft in foreign jurisdictions, including, among other things, the imposition of import duties, taxes, liens, claims, and operational and other aviation authority requirements which may be inconsistent with the provisions of this Lease. With the exception of the USA, Lessee shall not have the right to fly or ship the Aircraft to any other country without the prior written consent of the Lessor.

(e) Lessee's Conveyances; and Liens. Lessee shall not sell (or offer or advertise the sale of), assign, charter (except with the express written permission of Lessor), sublease, timeshare, pool, interchange, convey, mortgage or otherwise transfer, encumber or otherwise dispose of this Lease, the Aircraft, any engine, any rotor blade, any rotor component or any part or any part thereof (including all associated rights and the related International Interests), and any such transfer or encumbrance, whether by operation of law or otherwise, shall be null and void, in all respects. In addition, Lessee shall not relinquish possession of the Aircraft, or any engine, rotor blade, rotor component or part or install any engine, rotor blade, rotor component or part, or permit any engine, rotor blade, rotor component or part to be installed, on any aircraft other than the Aircraft leased hereunder except as expressly set forth herein or, alternatively, with the written consent of Lessor. The foregoing shall not be deemed to prohibit the delivery of possession of the Aircraft, any engine, rotor blade, rotor component or part to another person for testing, service, repair, maintenance, overhaul or, to the extent permitted hereby, for alteration or modification. Lessee will not create or suffer to exist any Liens on or with respect to the Aircraft, any engine, rotor blade, rotor component or part.

(f) Lessor and Lessee both understand that absent the execution and performance of the four (4) related AW139 and four (4) BELL 412EP sales agreements executed by Lessor and Lessee, Lessor and Lessee would not otherwise enter into this Agreement. Should Lessee terminate any of the related sales contracts, this Agreement will terminate immediately and Lessor may immediately demand the return of the Aircraft. Lessee will bear any cost of returning the Aircraft to Lessor and any additional expenses incurred by Lessor in accepting the Aircraft described in this Agreement and returning the Aircraft to the condition they were in prior to Lessee's acceptance of the Aircraft at the beginning of the Term of the Lease.

Section 13. **LOSS AND DAMAGE:**

Lessee hereby assumes and shall bear the entire risk of any loss, theft, confiscation, expropriation, requisition, damage to, or destruction of, the Aircraft, any engine or part thereof from any cause whatsoever, including without limitation, intentional criminal acts and acts of terrorism. If for any reason the Aircraft, or any engine thereto becomes worn out, lost, stolen, confiscated, expropriated, requisitioned, hijacked, destroyed, irreparably damaged, rendered inaccessible (geographically or otherwise) or unusable (**"Casualty Occurrences"**), Lessee shall promptly and fully notify Lessor in writing. If, in the opinion of Lessor, a Casualty Occurrence has occurred which affects only the engine(s) of the Aircraft, then Lessee, at its own cost and expense, shall replace such engine(s) with a replacement engine(s) acceptable to Lessor (the **"Replacement Engine"**) and cause title to such Replacement Engine(s) to be transferred to Lessor for lease to Lessee under this Lease and such title transfer shall be evidenced by documents sufficient, in Lessor's discretion, to register it with the International Registry in the name of Lessor and Lessor shall acquire title to the Replacement Engine(s) subject to no liens or international registrations (except Permitted Liens). Upon transfer of title to Lessor of such Replacement Engine(s), such Replacement Engine(s) shall be subject to the terms and conditions of this Lease, and Lessee shall execute whatever documents or filings Lessor deems necessary and appropriate in

connection with the substitution of such Replacement Engine(s) for the original engine(s). If, in the opinion of Lessor, a Casualty Occurrence has occurred with respect to the Aircraft in its entirety, after such Casualty Occurrence (the **"Payment Date"**), Lessee shall pay Lessor all other amounts which are due under this Lease as of the Payment Date. Upon payment of all sums due hereunder, Lessor shall have the right to transfer title to the salvage AS IS to the applicable insurance company without representation or warranty of any kind whatsoever other than the absence of Liens arising by or through Lessor, and Lessee shall cooperate with Lessor to consummate such transfer of title (including, without limitation, making all required filings at the FAA and the International Registry). This Lease shall terminate (except for the provisions hereof which by their terms survive any termination of this Lease) upon payment of all sums due hereunder and, if Lessor has exercised its right to transfer title to the salvage, upon consummation of such transfer. If the Aircraft or any engine or part thereof sustains any reparable damage, Lessee shall (i) repair such damage in good workmanlike manner so as to restore the Aircraft, engine or part thereof to the condition it was in (assuming Lessee had complied with the provisions of this Lease) prior to the occurrence of any such damage.

Section 14. DEFAULT

Time is of the essence in this Lease. An event of default shall occur if Lessee shall, for any reason whatsoever, voluntary or involuntary, (i) fail to make any payment to Lessor required under this Lease within the terms set forth in Contract No. RFP 01424: Article 9 – METHOD AND TIME OF PAYMENT, or (ii) fail to observe any other provisions of this Lease in any respect, or (iii) if Lessee shall file a voluntary petition in bankruptcy, or proceedings in bankruptcy are instituted against Lessee, or (iv) if a court takes jurisdiction of Lessee and its assets pursuant to proceedings under the provisions of any applicable reorganization statute, or (v) Lessee is adjudged insolvent, or a receiver of Lessee's assets is appointed on account of insolvency, or (vi) Lessee makes a general assignment for the benefit of its creditors, or (vii) if the Aircraft shall be seized under execution or other legal process, or (viii) fail to maintain COMP Program or ESP Program coverage on the Aircraft and engines.

Section 15. REMEDIES

Upon the occurrence of any event of default and at any time thereafter Lessor may, having provided a 60 day notice to the Lessee, exercise one or more of the following remedies, as Lessor in its sole discretion shall elect:

a) Lessor may notify Lessee that it is in default of the Lease and instruct Lessee to cease operating the Aircraft until such time as Lessor is satisfied that the event of default has been corrected Lessor shall have sole authority to determine whether the event of default has been corrected and whether such correction has been accomplished in a timely manner. Lessee agrees that it will immediately cease operating the Aircraft upon receipt of those instructions from Lessor.

b) Intentionally Omitted

c) Lessor may immediately proceed to take possession of the Aircraft in any manner provided by law, or Lessor may, at its option, and Lessor is hereby empowered to, with legal process, and with demand, enter upon the premises where such Aircraft may be and take possession of and remove the same. Lessor may, at its option, retain the Aircraft so retaken as its own property and sell, lease or otherwise dispose of such Aircraft. This action by Lessor shall not impair recoveries to Lessor under the remedies elsewhere in this Section. All proceeds of any sale shall be retained by Lessor.

d) Lessor may enforce any additional or other rights and remedies it shall or may have at law, in equity or otherwise, with respect to any and all breaches which may be committed by Lessee.

e) With respect to Lessee's bankruptcy, insolvency or the equivalent, the Lessee waives to the extent now or hereafter permitted by applicable law, for itself and its successors and assigns, any and all

rights the Lessee or the Lessee's successors or assigns may have under any bankruptcy, insolvency or similar laws, rules or regulations with respect to the continued use or possession of the Aircraft, or payment of rent therefor, or with respect to this Lease.

f) The Lessee shall be liable for all costs, charges and expenses to refurbish the Aircraft (as it relates to the event of default) by reason of the occurrence of any event of default or the exercise of the Lessor's remedies with respect thereto.

g) If this Lease is terminated by reason of default by the Lessee, the Lessee shall forthwith deliver possession of the Aircraft to the Lessor. The Aircraft so delivered shall be in the condition required by the return provisions of the Lease. The Lessee hereby irrevocably appoints the Lessor as the agent and attorney for the Lessee, with full power and authority, at any time while the Lessee is obligated to deliver possession of the Aircraft to the Lessor, to demand and take possession of the Aircraft in the name and on behalf of the Lessee from whosoever shall be in possession of the Aircraft at the time.

Section 16. WAIVER OF PERFORMANCE

The waiver in a particular instance by either party of performance of any covenant or condition required of the other party under this Lease shall not thereafter preclude such party from demanding, in any other instance, full and complete performance in accordance with the terms of the Lease.

Section 17. APPLICABLE LAW, MODIFICATION AND CURRENCY

Unless the law of another sovereign shall mandatorily apply, this Lease shall be governed by the laws of the United States of America, as to issues of national law; and of the State of Florida, Miami-Dade County, as to issues of local law; and all issues of choice of law shall be resolved in favor of the selection of the laws of State of Florida, Miami-Dade County, as appropriate. The parties agree that any causes of action or claims which result from this Lease shall be heard exclusively by courts sitting in the State of Florida Miami Dade-County. This Lease, and any term or condition hereof, shall not be varied, contradicted, explained or supplemented by an oral agreement or representation, by course of dealing or performance or by usage of trade, nor amended or changed in any other manner except by an instrument in writing of even or subsequent date hereto, executed by both parties by their duly authorized representatives. Wherever used herein "dollars" shall be deemed to mean currency of the United States of America.

Section 18. ASSIGNMENT

This Lease shall inure to the benefit of and shall be binding upon each of the parties hereto and their respective successors and assigns. This Lease and any rights, interest or duties thereunder may not voluntarily, involuntarily or by operation of law be transferred or assigned in whole or in part by either Party without the prior written notice to the other Party. Lessor may at any time, without prior consent of Lessee, assign this Lease and/or any proceeds payable hereunder to any third party. In the event of assignment of this Lease by Lessor, the terms and obligations of the Lessor are unchanged and the Lessee shall continue to be obligated pursuant to the terms of this Lease.

Section 19. VALIDITY OF PROVISIONS

Any provision of this Lease which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. To the extent permitted by applicable law, the Lessee hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

Section 20. ENTIRE AGREEMENT

This Lease, together with all attached Exhibits, represents the entire agreement between the parties with respect to the subject matter contained and supersedes any and all prior understandings. This Lease shall constitute an agreement of lease and nothing herein shall be construed as conveying to the Lessee any right, title or interest in or to the Aircraft except as Lessee only.

Section 21. NOTICES

All notices hereunder shall be given by registered mail, or overnight courier, and the effective date of each notice shall be deemed to be the date upon which it was received. Unless either party shall notify the other in writing of a different address, both parties shall be addressed at their respective addresses as set forth below.

LESSOR: AgustaWestland Philadelphia Corporation
3050 Red Lion Road
Philadelphia, PA 19114
ATTN: Robert Brant
PHONE: 215-281-1440

LESSEE:
Miami-Dade County
Miami-Dade County Fire Rescue Department
9300 NW 41st Street
Doral, FL 33178
ATTN: Greg Rubin, Chief
Phone: 786-336-6702
E-mail: grubin@miamidade.gov

Section 22. REIMBURSEMENT OF COSTS

Lessee shall reimburse Lessor upon request for all costs, expenses and attorney's fees incurred by Lessor in enforcing or protecting its rights under this Lease in any proceeding or litigation in which the Lessor is the prevailing party.

Section 23. DOCUMENTS AND FILING

Concurrently with execution hereof and from time to time thereafter, at the reasonable request of each, Lessor and Lessee will, at their respective expense, make, execute and deliver all such further instruments and do such further acts and things as may be necessary and appropriate in the circumstances, to give effect to the provisions herein set forth and to more perfectly confirm the rights, titles and interests hereby established or intended.

Lessee agrees that Lessor may file this Lease and any Exhibits or amendments thereto with the FAA for recording and Lessor may take such other steps as Lessor deems reasonably necessary to protect Lessor's title to the Aircraft. Lessee further agrees that is will sign all documents which are necessary to accomplish recording the Lease with the FAA as well as all documents which are necessary to terminate said recording with the FAA.

Section 24. COSTS AND EXPENSES

All costs and expenses (including but not limited to Lessee's legal costs, filing fees and registration fees) shall be paid by Lessee. For the avoidance of doubt, any cost or expense incurred in connection with the clearing of the title to the Aircraft prior to the date the Lease is signed shall be borne by Lessor alone.

Section 25. COVENANTS REGARDING COMPLIANCE WITH THE CAPE TOWN CONVENTION

Lessor and Lessee each agree to take such actions as may be necessary to comply with the requirements of the Cape Town Convention (a) establish accounts on the International Registry as Transacting User Entities under the Cape Town Convention and irrevocably appoint Escrow Agent (or another party mutually acceptable to the Lessor and Lessee) as Professional User Entity, and (b) instruct such Professional User Entity to initiate and/or consent to the registrations on the International Registry as may be required by Lessor.

For purposes of this Agreement: (a), "**Cape Town Convention**" means, collectively, the official English language texts of (i) the Convention on International Interests in Mobile Convention on International Interests in Mobile Equipment, adopted on 16 November 2001 at a diplomatic conference held in Cape Town, South Africa; (ii) the Protocol to the Convention; (iii) the procedures for the International Registry issued by the supervisory authority thereof pursuant to the Convention and the Protocol to the Convention; and (iv) the regulations for the International Registry issued by the supervisory authority thereof pursuant to the Convention and the Protocol, as the same may be amended or modified from time to time; and (b) "**International Registry**" means the International Registry of Mobile Assets located in Dublin, Ireland and established pursuant to the Cape Town Convention, along with any successor registry thereto.

Execution of this Agreement shall constitute written authorization by the Lessor and Lessee for Escrow Agent to make the registrations described herein on the International Registry.

Section 26. FURTHER COOPERATION

The Parties shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Lease Agreement.

Section 27. INSPECTION AND ACCEPTANCE

(a) Lessor shall give Lessee fifteen (15) days written notice of the date on which the Aircraft shall be scheduled to be ready for inspection, acceptance and delivery.

Lessee shall start the acceptance process at the Lessee's operational facility located at Miami Executive Airport, Miami-Dade County, FL within fifteen (15) days from the date notified by Lessor, arranging at its own expense and risk, for its authorized and qualified representative, to perform the inspection and acceptance of the Aircraft.

Upon successful completion of the inspection, Lessee or its representative shall sign an Acceptance Certificate prepared by the Lessor in respect to the Aircraft, confirming that it is in accordance with the Lease, and accepted by Lessee and is ready for delivery.

Should Lessee fail to attend the inspection within the above fifteen (15) days, the Aircraft shall be deemed as accepted by Lessee based on the Lessor's inspection and the certificate of conformity issued by Lessor's Quality Control Service shall replace in full the acceptance certificate.

Should Lessee reject the Aircraft on inspection and test due to demonstrated discrepancies which cannot be corrected during the acceptance process, then the Lessor shall take the necessary corrective action and shall notify the Lessee, in the shortest possible time, of a new date on which the Aircraft shall be ready for acceptance.

(b) The Lessee shall not be entitled to reject the Aircraft purely on account of minor deficiencies and in the event of there being any such minor deficiencies the extent of these and remedial action for their removal by the Lessor shall be jointly agreed between the Lessee and the Lessor during the inspection and acceptance process.

(c) Lessee agrees to indemnify the Lessor against all costs, expenses, claims and liabilities whatsoever arising out of the Lessee's and/or its representative's participation in the acceptance of the Aircraft and against all liability whatsoever for their death or injury or the loss of or damage to their belongings, except where the same results directly from the fault of the Lessor and are in accordance with Article 2 and are subordinate to Article 10 of Contract No. RFP 01424.

Section 28. INTENTIONALLY OMITTED

***Section 29.* REPORTS**

Lessee will provide Lessor with the following in writing within the time periods specified: (a) notice of any tax or other lien which attaches to the Aircraft and the full particulars of the tax or lien, within ten (10) days after Lessee becomes aware of the tax or lien, (b) Lessee's and Guarantor's complete annual report prepared on a basis of generally accepted accounting principles, consistently applied, certified by a recognized firm of certified public accountants, within ninety (90) calendar days of the release of the annual report each fiscal year of Lessee or Guarantor, as the case may be (or, in the case of an individual guarantor, complete financial statements, reflecting the undersigned's assets, liabilities, net worth and income and expenses in reasonable detail, along with copies of the undersigned's most current tax returns, within ninety (90) days of the close of each calendar year) (together with a certificate of the authorized officer of Lessee stating that such officer has reviewed the activities of Lessee and that, to the best of such officer's knowledge, there exists no Event of Default or event which with notice or lapse of time (or both) would become an Event of Default), and any further financial information or reports (including quarterly reports), upon request; (c) notice to Lessor of the Aircraft's location, and the location of all information, logs, documents and records relating to the Aircraft and its use, maintenance and/or condition, immediately upon request; (d) notice to Lessor of the relocation of the Aircraft's primary hangar location, at least ten (10) days prior to any relocation; (e) notice of loss or damage to the Aircraft which would cost more than the lesser of (i) ten percent (10%) of the aircraft Hull Value Cost or (ii) two hundred thousand United States Dollars ($200,000.00) to repair or replace, within ten (10) days of such loss or damage; (f) notice of any accident involving the Aircraft causing personal injury or property damage, within ten (10) days of such accident; (g) copies of all information, logs, documents and records relating to the Aircraft and its use, maintenance and/or condition, within ten (10) days of such request; (h) such information as may be required to enable Lessor to file any reports required by any governmental authority as a result of Lessor's ownership of the Aircraft, promptly upon request of Lessor; (i) copies of any manufacturer's maintenance service program contract for the airframe or engines, promptly upon request by Lessor; (j) evidence of Lessee's compliance with FAA airworthiness directives and advisory circulars and of compliance with other maintenance provisions of Section 11 hereof and the return provisions of Section 11, promptly upon request of Lessor; (k) notice of any change in Lessee's state of incorporation or organization, within thirty (30) days of such change, (l) notice of any Optional Improvement or Required Improvement, prior to the installation of same and (m) such other reports or information as Lessor may reasonably request, including evidence regarding Lessee's compliance with its obligations under Section 7; provided that in no event shall Lessor have any duty or obligation to monitor, review or assess any security measures maintained by Lessee or Lessee's compliance with the provisions of Section 7, and there shall be no inference or implication therefrom that Lessor has reviewed or approved the adequacy or sufficiency of such recommendations or of the actual security measures or systems employed by Lessee.

Section 30. EXECUTION

This Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized officers:

LESSEE:	LESSOR:
MIAMI-DADE COUNTY	AGUSTAWESTLAND PHILADELPHIA CORPORATION
By: _____	By: _____
Sign: _____	Sign: _____
Title: _____	Title: _____
Date: _____	Date: 11/15/19

This is Counterpart No. 3 of a total of three (3) counterparts. Only Counterpart No. 3 shall be considered chattel paper for purposes of the Uniform Commercial Code and a security interest under the Uniform Commercial Code may be perfected only by possession of Counterpart No. 3.

EXHIBIT 1

CONFIGURATION OF BELL 412EP HELICOPTER
ACCESSORIES AND EQUIPMENT

BELL 412EP - Technical Sheet
TYPE: BELL 412EP
CLASS: _____
REG. MARKS: _____
SERIAL NUMBER: _____
DATE OF MANUFACTURE _____
ENGINE(S): PRATT & WHITNEY _____
SERIAL NUMBER: #1_____
SERIAL NUMBER: #2_____

CERTIFICATION:
Standard Airworthiness Certificate

CONFIGURATION:
Utility EMS

AVIONICS

Com. Radio #1
Nav Radio #1
ADF #1
Transponder #1 (Mode S)
DME #1
Radar Altimeter #1
EGPWS
Weather Radar
Audio Panel #1
Audio Panel #3
Flight Director #1
HSI #1
ADS-B
GPS #1 IFR/VFR Certified
ELT
VHF/UHF FM Radio #1
Standby Att. Indicator
Flight Tracking

Com. Radio #2
Nav Radio #2
Audio Panel #2
Audio Panel #4
Flight Director #2
HSi #2
RNAV
TCAS/TCAD
VHF/UHF FM Radio #2
Auto Pilot
Attitude Gyro

Search Light

Cockpit Photo If Available

ADDITIONAL EQUIPMENT

Bleed Air Heater

Air Comm Air Conditioning System
High Skid Gear
Wire Strike Protection System
NVG Compatible
Rotor Brake
L/H Sliding Door
R/H Sliding Door
Anti-Collision Lights
Utility Mirrors
Cargo Hook
Dual Controls
Utility Int. F&R EMS
Windshield Wipers
Cargo Hook Suspension

Interior Photos If Available

EXTERIOR

Exterior Photo If Available

EXHIBIT 2

ACCEPTANCE RECEIPT DATED _____, 20__

BETWEEN

AGUSTAWESTLAND PHILADELPHIA CORPORATION

AND

MIAMI-DADE COUNTY

Lessor and Lessee confirm that the Aircraft described on page two of this Receipt has been delivered at Miami-Dade, FL, as of the above date and that the Lease terms with respect to said Aircraft shall commence as of the delivery date set forth above.

Lessee confirms that the Aircraft has been examined by a duly appointed and authorized representative of Lessee and such examination shows that the Aircraft and its components are plainly and distinctly marked with the manufacturers' serial numbers set forth on page two of this Receipt.

Lessee confirms that on the date of this Acceptance Receipt: (i) the Aircraft was in good order and conformity with the provisions of the Lease, and: (ii) the Aircraft was duly accepted by Lessee, and: (iii) the Aircraft became subject to and governed by the provisions of the Lease, and: (iv) Lessee became obligated to pay the rentals to Lessor provided for in the Lease with respect to the Aircraft.

LESSEE:	LESSOR:
MIAMI-DADE COUNTY	AGUSTAWESTLAND PHILADELPHIA CORPORATION
By: _____	By: _____
Sign: _____	Sign: _____
Title: _____	Title: _____

EXHIBIT 2

QUANTITY	DESCRIPTION OF EQUIPMENT	MANUFACTURER	MANUFACTURER'S SERIAL NUMBERS
1	Helicopter model BELL 412EP	BELL	XXXXX
2	Engine(s) Model _____ _____	Pratt & Whitney	SERIAL NUMBER: #1_____ SERIAL NUMBER: #1_____

Aircraft & Engines

Airframe Total Time _____

Engine Total Time _____
Engine Cycles _____
Engine Total Time _____
Engine Cycles _____

Fuel on board at delivery _____ kilograms

Main Rotor Hub Assembly	SERIAL NUMBER: _____
Main Transmission	SERIAL NUMBER: _____
90 degree Gear Box	SERIAL NUMBER: _____
Main Rotor Blades	#1 SERIAL NUMBER: _____
	#2 SERIAL NUMBER: _____
	#3 SERIAL NUMBER: _____
	#4 SERIAL NUMBER: _____

EXHIBIT 2

HELICOPTER LOOSE EQUIPMENT

A/C SERIAL NUMBER _____
A/C REGISTRATION NUMBER _____

	AWPC VERIFICATION	CUSTOMER VERIFICATION
FLIGHT MANUAL, AIRFRAME & ENGINE LOGBOOKS		
AIRWORTHINESS & REGISTRATION CERTIFICATES		
FOUR (4) MAIN ROTOR TIE DOWNS		
TWO PITOT COVERS		
TWO INTAKE COVERS		
TWO HEADSETS & SHORT CORDS		
ONE SET OF CHOCKS		
ONE LIFTING EYE		
ONE TOW BAR & SHEAR PINS		
PUBLICATIONS:		
SET OF MAINTENANCE MANUALS		
SET OF IPB'S		
SET OF TECHNICAL BULLETINS		
SET OF INFORMATION LETTERS		
SET OF GENERAL INFORMATION LETTERS		
ENGINE OPERATIONS & MAINTENANCE MANUAL		
ENGINE PARTS CATALOG		
OVERHAUL MANUAL		
FIRST AID KIT		
JUMPER PLUG (COPILOT SIDE)		
FOUR EXHAUST PLUGS		
COPILOT FLIGHT CONTROL COVERS		
FIRE EXTINGUISHER		
COPILOT FLIGHT CONTROLS		
KEYS		
TOUCH-UP PAINT		

_____ _____ _____
MIAMI-DADE COUNTY Title Date
_____ _____ _____

AGUSTAWESTLAND PHILADELPHIA CORPORATION Title Date

EXHIBIT 3

RETURN FROM LEASE RECEIPT DATED

TO LEASE DATED _____, 20__

BETWEEN

AGUSTAWESTLAND PHILADELPHIA CORPORATION

AND

MIAMI-DADE COUNTY

Lessor and Lessee confirm that the Aircraft described on page two of this Receipt has been returned to Lessor at mutually agreed location as of the above date and that the Lease term with respect to the Aircraft has terminated as of the return date set forth above.

Lessor confirms that the Aircraft has been examined by a duly appointed and authorized representative of Lessor and such examination shows that the Aircraft and its components are plainly and distinctly marked with the manufacturers' serial numbers set forth on page two of this Receipt.

Lessor confirms that on the date of this Receipt the Aircraft was duly accepted by Lessor for return. Lessee's obligations regarding the return condition of the Aircraft as set forth in the Lease shall survive the termination of the Lease until such time as Lessor notifies Lessee in writing that all return conditions have been satisfied.

LESSEE:	LESSOR:
MIAMI-DADE COUNTY	AGUSTAWESTLAND PHILADELPHIA CORPORATION
By: _____	By: _____
Sign: _____	Sign: _____
Title: _____	Title: _____

EXHIBIT 3

QUANTITY	DESCRIPTION OF EQUIPMENT	MANUFACTURER	MANUFACTURER'S SERIAL NUMBERS
1	Helicopter model BELL 412EP	BELL	XXXXX
2	Engine(s) Model _____ _____	Pratt & Whitney	SERIAL NUMBER: #1_____ SERIAL NUMBER: #1_____

Aircraft & Engines

Airframe Total Time _____

Engine Total Time _____
Engine Cycles _____
Engine Total Time _____
Engine Cycles _____

Fuel on board at delivery _____ kilograms

Main Rotor Hub Assembly	SERIAL NUMBER: _____
Main Transmission	SERIAL NUMBER: _____
90 degree Gear Box	SERIAL NUMBER: _____
Main Rotor Blades	#1 SERIAL NUMBER: _____
	#2 SERIAL NUMBER: _____
	#3 SERIAL NUMBER: _____
	#4 SERIAL NUMBER: _____

EXHIBIT 3

HELICOPTER LOOSE EQUIPMENT

A/C SERIAL NUMBER _____
A/C REGISTRATION NUMBER _____

	AWPC VERIFICATION	CUSTOMER VERIFICATION
FLIGHT MANUAL, AIRFRAME & ENGINE LOGBOOKS		
AIRWORTHINESS & REGISTRATION CERTIFICATES		
FOUR (4) MAIN ROTOR TIE DOWNS		
TWO PITOT COVERS		
TWO INTAKE COVERS		
TWO HEADSETS & SHORT CORDS		
ONE SET OF CHOCKS		
ONE LIFTING EYE		
ONE TOW BAR & SHEAR PINS		
PUBLICATIONS:		
SET OF MAINTENANCE MANUALS		
SET OF IPB'S		
SET OF TECHNICAL BULLETINS		
SET OF INFORMATION LETTERS		
SET OF GENERAL INFORMATION LETTERS		
ENGINE OPERATIONS & MAINTENANCE MANUAL		
ENGINE PARTS CATALOG		
OVERHAUL MANUAL		
FIRST AID KIT		
JUMPER PLUG (COPILOT SIDE)		
FOUR EXHAUST PLUGS		
COPILOT FLIGHT CONTROL COVERS		
FIRE EXTINGUISHER		
COPILOT FLIGHT CONTROLS		
KEYS		
TOUCH-UP PAINT		

MIAMI-DADE COUNTY

Title

Date

AGUSTAWESTLAND PHILADELPHIA CORPORATION Title Date

EXHIBIT 4

Pursuant to the terms of the Lease, Lessee shall provide the following insurance:

1. Aircraft liability (including passenger legal liability, bodily injury and property damage) in an amount not less than Thirty Million US Dollars ($30,000,000.00 USD) for each single occurrence.

2. Comprehensive General Liability (bodily injury and property damage) in an amount not less than Twenty-Five Million US Dollars ($25,000,000.00 USD) for each single occurrence.

3. Insurance Against Loss or Damage to the Aircraft - All risk ground and flight aircraft hull insurance on an agreed value form basis in the amount of 120% of the value paid for the aircraft in US Dollars ($3,685,217.00 USD). Such insurance shall include:

   (a) F.O.D. (foreign object damage)

   (b) fire and explosion coverage and

   (c) lightening and electrical damage with respect to any engines or parts while removed from the aircraft and any engines or parts while temporarily installed on the aircraft.

   In addition, Lessee shall maintain war risk, hijacking, conspiracy, governmental confiscation and expropriation insurance.

   The hull insurance shall not be subject to a deductible in excess of 5% of hull value in motion.

   The all-risk physical damage coverage applicable to engines and parts shall be on a replacement basis with a maximum limit of not less than Three Hundred Thousand US Dollars ($300,000.00 USD) and shall not be subject to a not-in-motion deductible in excess of One Thousand US Dollars ($1,000.00 USD) nor an in-motion deductible in excess of Twenty-Five Thousand US Dollars ($25,000.00 USD).

4. Lessee shall provide, at its own expense, workmen's compensation insurance with all-states coverage for the crew and maintenance personnel.

5. Lessor as Additional Insured: Notice - Any policies of insurance carried in accordance with this Exhibit and any policies taken out in substitution or replacement for any such policies:

   (a) shall be amended to name Lessor, as owner of the aircraft, additional named insured as its interest may appear; and

   (b) with respect to insurance carried in accordance with paragraph (3) covering the aircraft, the policies shall be made payable to Lessor as loss payee and in the event of any loss shall be disbursed by Lessor to Lessee or other appropriate person in payment of the costs actually incurred with respect to repairs made to the aircraft so as to restore it to the operating condition required by the Lease or shall be disbursed as otherwise required by this Lease; and

EXHIBIT 4

(c) shall provide that if the insurers cancel such insurance for any reason whatever, or any substantial change is made in the coverage which affects the interest of Lessor, or the same is allowed to lapse for nonpayment of premium or such insurance coverage is reduced, such cancellation, change, lapse or reduction shall not be effective as to Lessor for thirty (30) days following receipt by Lessor of written notice by such insurers of such cancellation, change, lapse or reduction and

(d) shall provide that as respects the interest of Lessor in such policies, the insurance shall not be invalidated by any action or inaction of Lessee or any other person (other than Lessor) and shall not be invalidated by any action or inaction of Lessee or any other person (other than Lessor) and shall insure Lessor's interest, as it appears, regardless of any breach or violation of any warranties, declarations, or conditions contained in such policies by Lessee or any other person (other than Lessor).

Each insurance policy and their respective cover amounts obtained in accordance with the requirements set forth in this Exhibit shall:

(a) be primary without right of contribution from any other insurance which is carried by Lessor to the extent that such other insurance provides it with contingent and/or excess liability insurance with respect to its interest as such in the aircraft, and

(b) shall expressly provide that all of the provisions thereof, except the limits of liability, shall operate in the same manner as if there were a separate policy covering each insured, and shall waive any right of the insurers to any set-off or counterclaim or any other deduction by attachment or otherwise, in respect of Lessor or Lessee. Lessee shall arrange for appropriate certification as to the satisfaction of the requirements set forth in this Exhibit to be delivered promptly (and in any case not later than the Delivery Date for such aircraft) to Lessor by each insurer with respect thereto, which certification shall specifically acknowledge that the insurance is in conformity with this Exhibit.

6. Reports, etc. - Lessee will advise Lessor in writing promptly of any default for the payment of any premium and of any other act or omission on the part of Lessee which might invalidate or render unenforceable, in whole or in part, any insurance on the aircraft. Lessee will also advise Lessor in writing at least 30 days prior to the expiration or termination date of any insurance carried and maintained on the aircraft pursuant to this Section.

7. The insurance specified in this Exhibit shall be in full force and effect throughout any geographical areas at any time traversed by the aircraft.

EXHIBIT 5
AgustaWestland Philadelphia Corporation
Helicopter alteration request

To the attention of: AgustaWestland Philadelphia Corporation, 3050 Red Lion Road, Philadelphia, PA 19114 by MIAMI-DADE COUNTY for helicopter models BELL 412EP , SN _____, Registration Number _____, currently on lease to MIAMI-DADE COUNTY under Lease Agreement No. MMDD20__.

Description of the alteration:

_____

_____

Documents that will be provided:
FAA approval (TC, STC, field approval, DER approval)_____

Revised Equipment List (yes, no)

Revised weight and balance (yes, no)

Approved Flight Manual Supplement (yes, no)

Instructions for Continued Airworthiness (yes, no)

Manufacturing/installation drawings _____

Engineering reports (structural analysis, electrical load analysis,...)_____

Warranty information _____

List of vendors and subcontractors_____

Support requested from AgustaWestland Philadelphia Corporation

_____

Signature_____ date_____

AgustaWestland Philadelphia Corporation review:

Engineering : _____ date_____
Quality Control : _____ date_____
Chief Pilot : _____ date_____
Approved by Customer Service and Operations: _____ date_____
Inspection required : _____
Contract Administration : _____ date_____
Legal : _____ date_____
Approved by Director of Sales : _____ date_____

Inspection performed by : _____ date_____

Accepted by : _____ date_____

AIRCRAFT LEASEBACK Agreement No. SN 36382
Bell 412EP

This Aircraft Lease (hereinafter referred to as the "Lease"), made this ____day of _____, 201_, by and between AgustaWestland Philadelphia Corporation (hereinafter referred to as "Lessor"), a Delaware corporation having its principal place of business at 3050 Red Lion Road, Philadelphia, PA 19114 and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW. 1st Street, Miami, Florida 33128 (hereinafter referred to as "Lessee"), is made in consideration of the agreements expressed herein.

WHEREAS, Lessor is in the business of leasing helicopters to aircraft operators, and;

WHEREAS, Lessee desires to lease from Lessor and Lessor is willing to lease to Lessee a Bell 412EP Helicopter, in accordance with and subject to the terms and conditions contained in this Lease, and;

WHEREAS, Lessor intends to lease to Lessee and Lessee intends to rent from Lessor a total of four (4) Bell 412EP aircraft. Lessor is leasing these aircraft to Lessee as a condition to the related sale to Lessee of four new AW139 helicopters produced by Lessor, and;

Whereas, Lessor and Lessee agree that lease of the Bell 412EP helicopter Serial Number 36382 by the Lessee is at no cost to the Lessee, except as specified in Section 4 - PAYMENTS herein, and;

THEREFORE, intending to be legally bound hereby, the Lessor and Lessee (hereinafter referred to individually as a "Party" and collectively as "the Parties"), hereto agree as follows:

Section 1. SUBJECT MATTER

Lessor hereby agrees to lease to Lessee a Bell 412EP helicopter bearing Serial Number 36382 (hereinafter referred to as the "Aircraft") with all associated equipment and components installed thereon, as more particularly identified in the attached Exhibit 1 to this Aircraft Lease Agreement No. SN 36382. Lessee hereby agrees that rent of said Aircraft is at no cost to the Lessee, and is based on the following terms and conditions. Lessor will lease to Lessee a total of four Bell 412EP aircraft, each subject to its own lease agreement. Each lease is directly connected to the purchase from Lessor by Lessee of one new AgustaWestland AW139 helicopter. Failure by Lessee to execute the sales Agreement related to each AW139 or BELL 412EP Helicopter will relieve Lessor of any obligations for the lease of the corresponding Bell 412EP. While there is no monthly rental payment due to Lessor, performance of the related sales agreements is necessary to the rights and obligations of the Parties as set forth below. Lessee shall have no legal title to the Aircraft notwithstanding the delivery of the Aircraft to Lessee and possession and use of the Aircraft by Lessee.

Section 2. TERM OF LEASE

(a) This Lease is a net lease. Lessor shall have no obligation, liability or responsibility to Lessee or any other person with respect to operation, location, possession, ownership, licensing, registration, compliance with laws, rules or regulations, maintenance, repairs, alterations, modifications, correction of faults or defects (whether or not required by applicable law) or insurance with respect to the Aircraft, all of which matters shall be, as between Lessor and Lessee, the sole responsibility of Lessee, regardless of upon whom such responsibilities may fall under applicable law or otherwise, and any payments hereunder have been set in reliance upon Lessee's sole responsibility for all such matters. Lessee acknowledges and agrees that its obligations to pay all amounts due and owing in accordance with the terms hereof shall be absolute and unconditional and shall not be released, discharged, waived, reduced, set-off or affected by any circumstance whatsoever.

(b) The term of this Lease shall begin on the date that Lessee accepts the Aircraft from Lessor, as noted in Exhibit 2 of this Lease, and continue until such time as Lessor delivers, and Lessee accepts, all of the AW139 aircraft pursuant to the related sales agreements executed by Lessor and Lessee (this lease period hereinafter referred to as the "Term of the Lease"). The Term of the Lease may be extended beyond the delivery of the related AW139 aircraft by mutual agreement of the Lessor and Lessee.

(c) On the date of delivery of the Aircraft to Lessee, Lessee will accept the Aircraft by executing and delivering to Lessor the Acceptance Receipt therefor in the form attached hereto as Exhibit 2. Thereupon, the Aircraft shall be deemed to have been accepted by Lessee at Miami Dade, FL on the date specified in the Acceptance Receipt and shall become subject to and governed by this Lease.

(d) Aircraft equipped as provided in Exhibit 1 – CONFIGURATION OF Bell 412EP HELICOPTER ACCESSORIES AND EQUIPMENT, shall be scheduled for acceptance and delivery ex Lessee facility in Miami Dade, Florida on _____ __, 20__ (the "Projected Delivery Date").

The Projected Delivery Date represents the date on which the Lessor shall provide the helicopter to the Lessee and is based on: (i) timely receipt by Lessor of all insurance, aircraft registration and any other information necessary to permit Lessor to proceed with work without delay and without interruption, and (ii) Lessee's compliance with the payment terms of the related AW139 sales agreement executed between Lessor and Lessee specified in Contract No RFP 01424.

While Lessor shall exercise its reasonable effort to achieve the Projected Delivery Date, Lessor shall not be liable or responsible for excusable delays, as specified in Appendix B-Section 4 (EXCUSABLE DELAYS) of Contract No. RFP 01424 or non-compliance resulting from any event beyond the reasonable control of Lessor, including, but not limited to, compliance with any applicable regulation of civil or military authority, technical changes due to flight safety reasons, acts of any Government or on behalf of them, war declared or undeclared, insurrection, riot or other acts of civil disobedience, embargo or trade restriction, delays or shortages in transportation, fuel, vendors' and/or subcontractors' delays, strikes, lockouts, slowdowns, labor disputes, fire, accident, explosion, epidemic, unusually severe weather, flood, earthquake, delay to certification, failure in performance of a subcontractor or other acts of God.

Lessor shall give written notice to Lessee of the events causing the excusable delay. Any such event shall delay the Projected Delivery Date to the extent of the excusable delay.

In case of a delay caused by Lessor of more than one hundred twenty (120) calendar days beyond the Projected Delivery Date, either Party shall have the right to cancel the undelivered portion of this Lease by giving written notice.

Section 3. INTENTIONALLY OMITTED

Section 4. PAYMENTS

(a) Lessee covenants and agrees to pay Lessor for the Aircraft in the following manner:

(3) The Lease permits an annual Aircraft utilization of six hundred (600) operating hours per year during the Term of the Lease.

(4) Within ten (10) calendar days after the last day of each month during the Term of the

Lease, Lessee shall submit to Lessor a completed Monthly Operating Report showing the total number of flight hours logged during the preceding month.

(5) At the end of the Term of the Lease, Lessor shall invoice Lessee for the total number of operating hours logged in excess of the permitted annual utilization of six hundred (600) operating hours per year. At the end of the Term of the Lease, the permitted operating hours will be calculated by multiplying the number of months the Aircraft was leased by fifty (50) prorata. The operating hours in excess of permitted operating hours will be multiplied by the hourly utilization fee equal to Five Hundred U.S. Dollars ($500.00 USD) (this amount hereinafter referred to as the "Hourly Utilization Fee") to determine the invoice amount if any. Lessee's payment for all excess hours flown during the Term of the Lease will be due as specified in _____ of Contract No. RFP 01424 – METHODS AND TIME OF PAYMENT.

(6) In the event that the Term of the Lease is extended beyond twelve (12) months due to Lessor's failure to deliver the AW139 Helicopters referenced in the related sales agreement executed by Lessor and Lessee in accordance with that sales agreement, any Hourly Utilization Fee due the Lessor is waived.

(b) All amounts due from Lessee to Lessor under this Lease shall be paid in U.S. Dollars by bank wire transfer of Federal Funds to Lessor's account as identified below:

ACCOUNT NAME:	AgustaWestland Philadelphia Corporation 3050 Red Lion Road Philadelphia PA 19114
BANK NAME:	Wells Fargo Bank, N.A. 130 S. Juniper Street Philadelphia, PA 19109
ACCOUNT NUMBER:	2100011332005
ABA ROUTING NUMBER:	121000248
SWIFT BIC:	WFBIUS6S

(c) Lessee shall pay any and all taxes (without limitation, sales, value added taxes and use taxes), stamp, import and other duties or fees assessed or levied by any governmental, central, state, provincial or local taxing authority as a result of the Aircraft Lease Agreement (collectively, "Taxes").

Section 5. DELIVERY AND WARRANTIES

Except as otherwise provided, Lessor warrants that at the time of its delivery to Lessee, the Aircraft shall be subject to a valid and current Federal Aviation Administration (hereinafter referred to as the "FAA") Airworthiness Certificate or Export Certificate of Airworthiness as applicable. The Aircraft is otherwise being leased on an "AS IS" basis.

(a) THE AIRCRAFT AND ALL TRAINING, SPARE PARTS, TOOLS AND TECHNICAL ASSISTANCE FURNISHED TO LESSEE IN CONNECTION THEREWITH ARE BEING LEASED AND/OR FURNISHED IN AN "AS IS" CONDITION AND LESSOR MAKES NO WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY OBLIGATION OF

LESSOR WITH RESPECT TO FITNESS (FOR USE OR FOR ANY PARTICULAR PURPOSE) DESIGN, CONDITION, QUALITY OF MATERIALS, OR WORKMANSHIP, DURABILITY, MERCHANTABILITY, LOSS OF USE OR CONSEQUENTIAL DAMAGE NOR SHALL THE LESSOR BE LIABLE FOR INCIDENTAL DAMAGES OR FOR STRICT OR ABSOLUTE LIABILITY IN TORT AND LESSEE HEREBY WAIVES ALL REMEDIES OR LIABILITIES.

(b) Prior to delivery of the Aircraft to Lessee, Lessee shall conduct a ground technical inspection of the Aircraft and Lessor shall conduct an acceptance flight to demonstrate to Lessee's representatives that the Aircraft and its equipment are in a working condition in accordance with the provisions of this Lease. Any airworthiness discrepancies discovered during such inspection or flight will be corrected by Lessor prior to delivery of the Aircraft to Lessee.

Section 6. REPLACEMENTS

Lessee agrees that it will not modify or alter the Aircraft, or remove or replace any components or parts of the Aircraft, without the prior written consent of Lessor, as provided for in Section 9(a) of this Lease, except as is required for normal operations, maintenance and repair. Any and all improvements in, or changes and additions to, the Aircraft, or replacements of any components or parts of the Aircraft, constitute accessions to the Aircraft and shall be subject to all the terms and conditions of the Lease. No removal of any component or part from the Aircraft shall divest Lessor of all its superior title thereto unless and until such component or part is replaced by an item in serviceable, airworthy and good operating condition which is, in the opinion of Lessor, of substantially the same kind, equal or better value and utility (equal utility with respect to such an item shall be deemed to include, but not be limited to, the number of days, hours, cycles or landings since last major overhaul of the component or part replaced) the title to which, upon its being installed in or attached to the Aircraft, is validly vested in Lessor with such title being prior to the lien or claim of any other person.

If, at the time of the return of the Aircraft by Lessee to Lessor, the engines or other components installed thereon are not those owned or leased hereunder by Lessor, Lessee will at its own expense and concurrently with such return, furnish Lessor with a bill of sale in form and substance satisfactory to Lessor, with respect to each such engine and component duly vesting in Lessor valid legal title thereto, free and clear of all mortgages, liens, charges, encumbrances and security interests except any of the foregoing incurred by or securing claims against Lessor, and shall take such other action as Lessor may reasonably request in order that each such engine and component shall be duly and properly titled in Lessor.

Section 7. RETURN OF AIRCRAFT AND RECORDS

(a) Upon the expiration of the Term of the Lease, or if Lessor shall rightfully demand possession of the Aircraft pursuant to this Lease or otherwise, Lessee shall return the Aircraft to Lessor at Lessee's Facility, Miami Executive Airport, Miami-Dade County, FL or such other location as may be mutually agreed by both parties. At the time it is returned to Lessor, the Aircraft:

(1) Shall have on board the same quantity of fuel and oil and all of Lessor's equipment in serviceable condition as was on board at delivery to Lessee.

In the event the quantity of fuel in the returned Aircraft does not equal the amount on board at the time the Aircraft was delivered to Lessee, Lessee shall be liable for the cost of fuel at the then current market price.

(2) Shall have installed thereon all components installed thereon at the commencement of the term of this Lease or permitted replacements therefor.

(3) Shall have all modifications and alterations thereto which were made in accordance with the provisions of this Lease removed at Lessee's expense, provided that mandatory modifications and alterations which were made pursuant to the terms of any FAA

Airworthiness Directive or a recommended or required Service Letter or Service Bulletin issued by the airframe or engine manufacturer shall not be removed.

(4) Shall be restored to and in the same condition as when delivered to Lessee. Shall be in similar operating condition, shall be in similar physical condition and similar appearance (ordinary wear and tear excepted) with all systems operating as delivered. Fuselage, cowlings and tail boom shall be free of major dents, abrasions, scab patches, cracks and loose or pulled rivets. Windows shall be free of delamination, blemishes, cracks, crazing and shall be properly sealed. Doors shall be free moving, correctly rigged and fitted with serviceable seals. Paint for the Air craft shall be in a good condition, with no defects or deterioration to the paint finish. All mandatory placards and registration marks shall be in place. Bulkhead, ceiling panels, liners and interior trim shall be fitted securely and be clean and free of cracks and be in as good of a condition as when originally delivered. All nets shall be in similar condition as delivered. Floor covering shall be clean and effectively sealed and upholstery items shall be in a similar condition as delivered, clean and shall conform to the then-existing requirements of the FAA. The entire Aircraft shall be free from corrosion or shall be adequately treated by reference to Manufacturer's tolerance levels and FAA requirements. All fuel tanks and fuel lines shall be free from contamination, leaks and corrosion.

(5) Shall conform to the aircraft Type Certificate (TC), shall conform to Bell Helicopter Textron Inc. and Federal Aviation Authority (FAA) regulation on commercial operation of such a helicopter and have a valid and current FAA Airworthiness Certificate unless otherwise revoked or restricted by any governmental authority and not due to Lessee's failure to maintain or operate the Aircraft in compliance with Federal Aviation Regulations..

(6) Shall be free and clear of any mortgages, liens, charges, encumbrances and security interests, other than the Lease and any Lessor Liens.

(7) Shall be in compliance with applicable inspection cycle. Such inspection shall be performed at Lessee's expense.

(8) Shall have no damage history other than damage history existing and known to Lessor as of the Delivery Date or damage history that has been repaired in accordance with OEM's directive and after making such repairs, the value of the aircraft has not been negatively affected. If Lessor is of the opinion that the Aircraft value has been diminished due to the existence of any damage history Lessor and Lessee shall consult for the purposes of determining the diminution amount any values agreed upon in writing between Lessor and Lessee shall be binding on both Parties.

(9) Lessee shall deliver all records to Lessor including:

I) All records of maintenance, preventative maintenance, alterations and major repairs.

II) All Airframe, Rotor Blade, Rotor Components, Parts and Engine Logbooks endorsed with current total time and cycles for Airframe and Rotor Blade, total time and cycles for each engine and an entry for total time and cycles since overhaul and hot section inspection for each Engine and the Airframe logbook must include all appropriate endorsement verifying that the avionics have been periodically tested and inspected in accordance with all applicable provision of the Aviation Authority Regulations and the applicable maintenance program.

III) A current written summary certified by an Aviation Authority approved licensed mechanic listing the status of all applicable airworthiness directives and service

bulletins for the Airframe, Engines, Parts, Rotor Blades, Parts and Rotor Components and appliances.

IV) A written summary certified by an Aviation Authority licensed mechanic of the current status of life limited and/or overhauled components for Airframe, Engines, Engine accessories, Parts, Rotor Blades, Parts, Components and appliances as defined in the most current revision(s) of all Manufacturers' maintenance publications to the Aircraft.

V) Documentation and data for each component having an overhaul or inspection requirement of life limit, which components are identified in pertinent sections of the maintenance program applicable to Aircraft as follows a) an airworthiness release certificate or maintenance release tag, b) the manufacture work order or copy thereof verifying the details of each components overhaul and c) an appropriate record certifying date and expended time status of component when installed (i.e. copy of log or inspection squawk card) all of which must be properly organized and provided on board the Aircraft at the time it is returned to Lessor.

VI) Lessee shall also deliver to Lessor all manufactured supplied hard and soft copy flight operations manuals, manufacturer maintenance manuals; work cards computerized maintenance history, component serviceability tags, STCs, 337s maintenance manuals,. flight manuals and structural repair manuals that were provided to Lessee upon commencement of Lease. All manuals or other documents delivered to Lessor that are subject to periodic revision will be fully up to date and current to the latest revision standard of any particular manual or document. Lessee will provide all of the Records to Lessor upon return of the Aircraft to Lessor, regardless of whether Lessee has conducted its periodic inspections of the Aircraft pursuant to pertinent sections of the a manufacture-recommended maintenance program. In the event any Records are missing or incomplete, Lessor shall have the right to cause any such Records to be reconstructed as Lessee's expense. All Records shall be in the English language.

VII) The Aircraft shall have undergone, not more than 30 calendar days prior to the return to the Lessor of the Aircraft, full and complete borescope and combustion section inspections. Any defects or discrepancies revealed shall be remedied in accordance with Engine Manufacturer guidelines and recommendation. If the Engine logs and technical record and/or condition trend monitoring data of any Engines indicates an acceleration in the rate of deterioration in the performance of an Engine, the Lessee will correct, to the Lessor's satisfaction, such conditions which are determined to exceed the Engine Manufacturer's maintenance manual tolerances or otherwise be causing such accelerated rate of deterioration. Lessee shall also at such time take whatever actions are necessary to ensure that the Engine(s) produce their rated power. The Lessee will give access to the Lessor to complete borescope and combustion section inspections.

VIII) The Aircraft fuel system shall have a full and entire fuel tank internal inspection carried out for sign of deterioration or leakage. Any and all such findings shall be cleared IAW the Manufacturer's recommendations by the Lessee at its sole cost. All findings shall be documented by paperwork and or video borescope shall be provided to the Lessor in both soft and hard copy. The Lessee will provide maintenance records to comply with this requirement.

IX) The Aircraft hydraulic system shall have a full and entire pressure testing inspection carried out on all flight control systems in accordance with OEM maintenance manuals and be inspected for deterioration or leakage. Any and all

such finding shall be cleared IAW with the Manufacturer's recommendations by the Lessee at its sole cost. All findings shall be documented by paperwork and or video borescope shall be provided to the Lessor in both soft and hard copy.

(b) Prior to return of the Aircraft to Lessor, Lessor shall be entitled to conduct a ground technical acceptance inspection of the Aircraft and an acceptance flight, at Lessee's expense. Any discrepancies identified upon completion of the acceptance inspection will be corrected by the Lessee to bring the helicopter to a similar condition as noted at the time of the inspection conducted before the commencement of the lease.

(c) Lessee shall maintain all of the records, manuals and documents delivered to Lessee upon delivery of the Aircraft in a current and accurate condition and shall return such records, manuals and documents to Lessor upon return of the Aircraft. In the event any of the logs are missing or incomplete, Lessor shall have the right to cause the logs to be reconstructed at the expense of Lessee.

(d) Upon return of the Aircraft, duly authorized representatives of Lessee and Lessor shall execute a Return from Lease Receipt in the form attached hereto as Exhibit 3 to evidence return of the Aircraft and termination of the Lease. In recognition of the fact that the entire acceptance inspection procedure performed by Lessor after return of the Aircraft takes an unspecified number of work days after the Aircraft is physically returned to Lessor, Lessee's obligations for the return conditions specified in this Section shall survive the termination of the Lease until Lessor notifies Lessee that the Aircraft has been found acceptable. The cost of any repairs which are found to be required during the post-return inspection shall be borne in their entirety by Lessee.

(e) The Lessor shall have the right to invoice the Lessee for actual costs associated with the Lessee's Return of the Aircraft and Records identified in Section 7 of this Lease Agreement.

Section 8. AFFIRMATIVE COVENANTS OF LESSEE

Lessee covenants, agrees and warrants in particular, but without limiting other covenants and provisions hereof, as follows:

(a) Lessee is a duly organized political subdivision of the State of Florida in good standing under the laws of the state of Florida, and is duly qualified to do business as a governmental entity in good standing in any jurisdiction where the conduct of its business requires authority to carry on its business as presently conducted, to hold property under lease and to enter into and perform its duties under this Lease. The Lease has been duly authorized, executed and delivered by Lessee and is a valid and binding obligation on Lessee enforceable in accordance with its terms. Lessee shall maintain and continue its authority to take all action required of it hereunder.

(b) Lessee agrees that it will use the Aircraft solely in commercial, contract or other operations primarily in the United States of America, except that it may be flown temporarily flown in international waters and to islands in the Caribbean that do not conflict with OFAC sanctions for any purpose consistent with the provisions of this Lease. and that it will not use, or permit the Aircraft to be used, for any purpose for which it is not designed or reasonably suited or which could have the effect of rendering the required insurance coverage void or otherwise invalidated.

(c) Lessee agrees that it will comply in all respects with the laws of all jurisdictions in which its operations involving the Aircraft may extend including, without limitation, all rules of the U.S. Federal Aviation Administration and any other authority exercising any power or jurisdiction over such Aircraft to the extent that such laws and rules affect the operation or use of the Aircraft.

(d) Lessee agrees that the payments due to Lessor under this Lease shall be net to the Lessor. Lessee agrees to pay and discharge and to indemnify and hold harmless Lessor from (i) all taxes,

fines or penalties imposed as the result of Lessee's use, possession, operation and leasing of this Aircraft or other property subject to this Lease, and (ii) all charges imposed for repairs, storage and maintenance of the Aircraft and its components, and (iii) all other charges, of any nature, imposed against Lessee or Lessor which relate to or are in any way connected to Lessee's use, possession, operation or leasing of the Aircraft. For purposes of this Section, taxes shall include all taxes imposed at a Federal, State or local level including federal excise taxes, sales and use taxes, personal property taxes, assessments and governmental fees, duties or charges whether charged to or assessed against either Lessor or Lessee.

(e) Lessee agrees that it will, at all times, permit Lessor's representative to inspect the Aircraft, whether on the ground or in flight, and all documents and records pertaining to the Aircraft or operation thereof. Upon the request of the Lessor, the Lessee shall confirm to the Lessor the location of the Aircraft.

(f) Lessee agrees that it will, at its own cost and expense, procure and maintain insurance in such amounts, in such form and with such insurers, provisions and endorsements as are set forth in Exhibit 4.

Prior to the date of delivery of the Aircraft to Lessee by Lessor, Lessee shall submit to Lessor insurance certificates reflecting that the required insurance will become effective upon delivery of the Aircraft. Lessor shall not be obligated to make delivery of the Aircraft to Lessee until Lessor has received evidence satisfactory to Lessor that the insurance required by this Section will be effective upon delivery of the Aircraft.

All policies providing insurance required by this Lease shall be renewed by binder, endorsement or cover note (or a new policy or policies providing similar coverage substituted therefore) not less than thirty (30) days before the respective expiration dates of the coverage of such policies, and Lessee shall promptly furnish Lessor with satisfactory evidence of such renewal or substitution.

Should Lessee fail or refuse to pay premiums for the required insurance as provided, Lessor may, but shall not be obligated to, pay the same, and the expense thereof shall become part of the amount that Lessee is required to pay under this Lease and, upon demand by Lessor, shall immediately be due and payable by Lessee to Lessor.

(g) Subject to the provisions of Section 768.28 of the Florida Statutes, and the mandatory maximum limits contained in that Section, Lessee agrees to defend, indemnify and save harmless Lessor, its directors, officers, employees and agents and its affiliated companies, their directors, officers, employees and agents, against and from any and all losses, liabilities, fines, penalties, damages, injuries, laborers' or mechanics' liens and any other claims or demands of any nature whatsoever caused by the negligent acts or omissions of Lessee, its directors, officers, employees or agents, arising or alleged to have arisen out of the leasing, possession, use, operation, condition, maintenance or ownership of the Aircraft. Lessee agrees to handle any claim or defend any suit or action brought against Lessor, its agents or employees as a result of negligence on the part of Lessee and to assume all losses, costs and expenses, including attorneys' fees, in connection therewith or resulting therefrom. Lessor shall promptly give Lessee notice of institution of such suit or action upon receipt of such claim or demand. The obligations under this Section shall survive any termination of this Lease and are in accordance with Article 2 -_TERM OF LEASE, and are subordinate to Article 10 – INDEMNIFICATION AND INSURANCE of Contract No. RFP 01424.

(h) Lessee agrees that it will promptly furnish to Lessor notice of any litigation which is threatened or brought against Lessee and which might affect Lessee's ability to fulfill its obligations under this Lease. Lessee agrees that it will keep Lessor continuously advised of any developments with respect thereto. Lessee warrants that, at the time of its execution of this Lease, there are no pending or threatened actions or proceedings against or affecting Lessee before any court,

regulatory commission, board, agency or governmental authority which, if adversely determined, would materially adversely affect the financial condition of Lessee or its ability to perform its obligations under this Lease.

(i) Lessee agrees that it assumes and shall bear the entire risk of loss of, damage to and loss of use of the Aircraft from any and every source whatsoever, commencing upon the delivery of the Aircraft, but such assumption of risk shall not include liability of the Lessor as manufacturer or repairer. If the Aircraft is lost, destroyed or damaged beyond repair, or stolen, expropriated, confiscated, hijacked or otherwise placed permanently beyond the control of Lessee or Lessor in such manner that an Insurer issuing a policy of insurance covering the Aircraft would settle a claim on the basis of a total loss, Lessee shall, within one hundred twenty (120) County business days after such loss, destruction, damage, theft, expropriation, confiscation, hijacking or placing beyond control, pay Lessor therefor in cash an amount equal to the total of:

(1) The stipulated loss value of the Aircraft as set forth in Exhibit 4; and

(2) Any other amounts which may have been due from Lessee to Lessor under any other provisions of this Lease or otherwise.

If the Aircraft is damaged but able to be repaired, Lessee shall be responsible for the full cost of repair, whether or not such costs are covered by Lessee's insurance policies, and regardless of any deductible amounts which may exist under Lessee's insurance policies.

If there is a total loss of the Aircraft, Lessee shall be responsible to reimburse Lessor for the market value of the helicopter, whether or not such value is covered by Lessee's insurance policies, and regardless of any deductible amounts which may exist under Lessee's insurance policies.

(j) Upon delivery, Lessee represents that the Aircraft will be based in Miami-Dade County Florida and that Lessee is responsible to promptly notify Lessor upon any change of the Aircraft's base location.

(k) Lessee agrees that it will operate and maintain the Aircraft in accordance with all technical publications regarding the Aircraft type as published by Bell Helicopter or any manufacturers of the various components on the Aircraft. Lessee further agrees that only original Bell Helicopter parts or original Pratt & Whitney parts supplied through the Eagle Service Program will be used in any engine repairs required during the term of the Lease.

(l) Intentionally Omitted.

(m) Lessee agrees to enter into a Total Genuine Bell Parts Support Plan Fixed Hourly (Flight) (hereinafter referred to as "BELL PBH Program") for the Aircraft and maintain the BELL PBH Program in force throughout the Term of the Lease.

(n) Lessee agrees to enter into a Lessor approved Engine Service Program (hereinafter referred to as the "ESP Program") that covers the Two (2) PT6 Engine Twin Pac Aircraft engines and maintain it in force throughout the Term of the Lease.

Section 9. NEGATIVE COVENANTS OF LESSEE

During the term of this Lease, Lessee will not, without the prior written consent of Lessor:

(a) Modify or alter the Aircraft or any portion thereof. Lessee shall submit a completed Helicopter Alteration Request form to Lessor on each occasion that Lessee wishes to modify or alter the Aircraft. Lessor shall have absolute discretion to approve or disapprove any proposed modification or alteration or the manner by which it is accomplished except where the same is required by law or regulation. Lessor will advise Lessee in writing whether the proposed modification or alteration is

approved or disapproved. If the modification or alteration is approved by Lessor, Lessee may proceed to make the approved modification or alteration. Lessee acknowledges that it is obligated to supply Lessor with all documentation and drawings related to the manner in which the modification or alteration is performed and all required approvals. The format of the Helicopter Alteration Request form is set forth in Exhibit 5 to this Lease. Lessee further acknowledges that it is responsible for returning the Aircraft to Lessor in the same configuration as it was accepted by Lessee at commencement of the Lease. Therefore, Lessee acknowledges that it is responsible to remove from the Aircraft any equipment installed pursuant to an approved Helicopter Alteration Request, or otherwise, as well as to repair all areas from which such equipment is removed. Lessee acknowledges and agrees that it is responsible for all costs incurred by Lessor for removal of equipment and repair to the removal areas in the event that Lessee has not complied with these requirements prior to returning the Aircraft to Lessor.

(b) Take any action which might impair or place in jeopardy U.S. registration or ownership of the Aircraft.

(c) Part with possession of or enter into any sublease of the Aircraft, or any part thereof, to any person, firm or corporation.

(d) Voluntarily, involuntarily or by operation of law sell or otherwise dispose of, or enter into any commitment to sell or otherwise dispose of the Aircraft, any part thereof, or any interest therein.

(e) Voluntarily, involuntarily or by operation of law, sell, lease, assign, transfer or otherwise dispose of all or substantially all of its assets which would, in Lessor's reasonable opinion, substantially impair Lessee's ability to fulfill its obligations under this Lease.

(f) Do any act or voluntarily suffer or permit any act to be done whereby any insurance obtained pursuant to the terms of the Lease may be suspended or impaired. Lessee agrees that it will not, under any circumstances, suffer or permit the Aircraft to be used or operated during any period when the required insurance is not fully in effect.

(g) Operate or use or permit the operation or use of the Aircraft (i) to carry contraband, illegal narcotics, hazardous or dangerous cargo which might cause an undue risk of loss or damage to the Aircraft, or (ii) by pilots who do not possess current and valid licenses with the required ratings;

(h) Operate or use the Aircraft outside the limits on Lessor's operating specifications.

Section 10. TRAINING

Lessee agrees that the Aircraft will be operated only by FAA licensed pilots acting as Pilot In Command that have satisfactorily completed a Bell 412EP Pilot Transition Ground Course and an Initial Flight Course, both of which must be conducted by a certified flight school. In addition, Lessee agrees that the Aircraft will be operated only by FAA-licensed pilots who have satisfactorily completed a Bell 412EP Recurrent Flight Course and a Bell 412EP Pilot Recurrent Ground Course conducted by a certified flight school at twenty four (24) month intervals following the pilot's completion of the Bell 412EP Pilot Transition Ground Course and the Bell 412EP Initial Flight Course.

Lessee further agrees that the Aircraft will be maintained by FAA licensed Technicians and supervised by Technicians that have satisfactorily completed a Bell 412EPAirframe Maintenance Course conducted by the OEM.

Lessee shall be responsible for all costs associated with its personnel receiving necessary training. In the event that any training throughout the term of this Lease should take place, Lessee shall be responsible for the cost of the training course itself as well as for any expenses incurred by Lessor's training staff in order to conduct the training including, but not limited to, transportation, accommodations and per diem expenses.

Section 11. MAINTENANCE

Lessee agrees to operate and maintain the Aircraft in accordance with all Federal Aviation Administration regulations, as well as in accordance with all technical publications regarding the Aircraft, as published by Bell Helicopter and any other applicable equipment manufacturers. For purposes of this Lease, publications shall include, but are not limited to, FAA Airworthiness Directives ("A.D.s"); Bell Helicopter Technical Bulletins ("T.B.s"); pertinent engine bulletins; and applicable maintenance manuals. Lessor reserves the right to inspect the Aircraft and its records at any time throughout the duration of this Agreement in order to confirm compliance with all operational and maintenance requirements established by this Agreement.

Lessee shall be responsible for performing all maintenance, repairs and inspections which are required by the applicable airframe, engine and vendor equipment maintenance manuals and which may become due during the course of this Lease. Lessee shall not perform any overhaul of dynamic components outside a facility authorized by Bell Helicopter to conduct such activities. Lessee acknowledges that it will be responsible for the labor costs incurred in performing all maintenance, repairs and inspections as well as those incurred performing all repairs which are discovered to be required during the course of all maintenance, repairs and inspections of the Aircraft.

Lessee shall, at its own expense, promptly make any repair, alteration or modification of the Aircraft (i) that is necessary or advisable to comply with Lessee's obligations pursuant to this Lease or (ii) may be required to comply with any applicable law or any governmental rule or regulation (each, a "Required Improvement"). Any replacement parts installed on the Aircraft constituting a Required Improvement shall be the same make, same model (or approved superseding configuration and part number), and utility of the part being so replaced and all replacement parts installed on the Aircraft shall originate from commercial manufacturers holding appropriate FAA approvals and shall be traceable to the original manufacturer, with proper statement of manufacturer's authority quoted. Any repair made by Lessee of or upon the Aircraft or replacement parts, including any Replacement Engine, installed thereon in the course of repairing or maintaining the Aircraft, or any Required Improvement, shall, once installed on the Aircraft, be deemed an accession to the Aircraft, and title thereto shall immediately vest in Lessor and Lessee shall provide all documentation reasonably requested by Lessor evidencing same, all at Lessee's sole cost and expense.

Unless otherwise covered by the PBH Program or the ESP Program, Lessee will be responsible for the costs of all parts. Lessee will also be responsible for the costs of all consumable items, including, but not limited to, oil, fuel and grease. Lessee will also be responsible for all shipping costs related to the transit of parts for the Aircraft between Lessor and Lessee.

Any components removed from the Aircraft for the purpose of exchange or repair shall remain the property of Lessor and shall be returned by Lessee to Lessor at Lessee's expense.

Section 12. SPECIAL CONDITIONS

(a) Lessee agrees to take such actions as may be necessary to comply with the requirements of the Cape Town Convention and establish an account on the International Registry as Transacting User Entity under the Cape Town Convention.

(b) Lessee agrees to provide evidence satisfactory to Lessor that (i) the Lessor's International Interests created under each Lease Document have been or will be duly registered with the International Registry and (ii) each Lease Document has been or will be duly filed, recorded or registered with any appropriate Governmental Authority in the state or province of registration in relation to the Aircraft and each applicable Engine.

(c) Lessee agrees take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Lease Agreement.

(d) Use Outside of Country of Registration. The Aircraft shall be primarily operated, used or located in the United States of America, the country in which the Aircraft is to be registered by Lessee, except that it may be flown temporarily to islands in the Caribbean that do not conflict with OFAC sanctions for any purpose consistent with the provisions of this Lease. For the purposes of this limitation, "temporarily" shall mean a period of such limited duration, and in a manner, that is unlikely to subject the Aircraft to jurisdictional risks related to operating, locating or hangaring aircraft in foreign jurisdictions, including, among other things, the imposition of import duties, taxes, liens, claims, and operational and other aviation authority requirements which may be inconsistent with the provisions of this Lease. With the exception of the USA, Lessee shall not have the right to fly or ship the Aircraft to any other country without the prior written consent of the Lessor.

(e) Lessee's Conveyances; and Liens. Lessee shall not sell (or offer or advertise the sale of), assign, charter (except with the express written permission of Lessor), sublease, timeshare, pool, interchange, convey, mortgage or otherwise transfer, encumber or otherwise dispose of this Lease, the Aircraft, any engine, any rotor blade, any rotor component or any part or any part thereof (including all associated rights and the related International Interests), and any such transfer or encumbrance, whether by operation of law or otherwise, shall be null and void, in all respects. In addition, Lessee shall not relinquish possession of the Aircraft, or any engine, rotor blade, rotor component or part or install any engine, rotor blade, rotor component or part, or permit any engine, rotor blade, rotor component or part to be installed, on any aircraft other than the Aircraft leased hereunder except as expressly set forth herein or, alternatively, with the written consent of Lessor. The foregoing shall not be deemed to prohibit the delivery of possession of the Aircraft, any engine, rotor blade, rotor component or part to another person for testing, service, repair, maintenance, overhaul or, to the extent permitted hereby, for alteration or modification. Lessee will not create or suffer to exist any Liens on or with respect to the Aircraft, any engine, rotor blade, rotor component or part.

(f) Lessor and Lessee both understand that absent the execution and performance of the four (4) related AW139 and four (4) BELL 412EP sales agreements executed by Lessor and Lessee, Lessor and Lessee would not otherwise enter into this Agreement. Should Lessee terminate any of the related sales contracts, this Agreement will terminate immediately and Lessor may immediately demand the return of the Aircraft. Lessee will bear any cost of returning the Aircraft to Lessor and any additional expenses incurred by Lessor in accepting the Aircraft described in this Agreement and returning the Aircraft to the condition they were in prior to Lessee's acceptance of the Aircraft at the beginning of the Term of the Lease.

Section 13. **LOSS AND DAMAGE:**

Lessee hereby assumes and shall bear the entire risk of any loss, theft, confiscation, expropriation, requisition, damage to, or destruction of, the Aircraft, any engine or part thereof from any cause whatsoever, including without limitation, intentional criminal acts and acts of terrorism. If for any reason the Aircraft, or any engine thereto becomes worn out, lost, stolen, confiscated, expropriated, requisitioned, hijacked, destroyed, irreparably damaged, rendered inaccessible (geographically or otherwise) or unusable (**"Casualty Occurrences"**), Lessee shall promptly and fully notify Lessor in writing. If, in the opinion of Lessor, a Casualty Occurrence has occurred which affects only the engine(s) of the Aircraft, then Lessee, at its own cost and expense, shall replace such engine(s) with a replacement engine(s) acceptable to Lessor (the **"Replacement Engine"**) and cause title to such Replacement Engine(s) to be transferred to Lessor for lease to Lessee under this Lease and such title transfer shall be evidenced by documents sufficient, in Lessor's discretion, to register it with the International Registry in the name of Lessor and Lessor shall acquire title to the Replacement Engine(s) subject to no liens or international registrations (except Permitted Liens). Upon transfer of title to Lessor of such Replacement Engine(s), such Replacement Engine(s) shall be subject to the terms and conditions of this Lease, and Lessee shall execute whatever documents or filings Lessor deems necessary and appropriate in

connection with the substitution of such Replacement Engine(s) for the original engine(s). If, in the opinion of Lessor, a Casualty Occurrence has occurred with respect to the Aircraft in its entirety, after such Casualty Occurrence (the **"Payment Date"**), Lessee shall pay Lessor all other amounts which are due under this Lease as of the Payment Date. Upon payment of all sums due hereunder, Lessor shall have the right to transfer title to the salvage AS IS to the applicable insurance company without representation or warranty of any kind whatsoever other than the absence of Liens arising by or through Lessor, and Lessee shall cooperate with Lessor to consummate such transfer of title (including, without limitation, making all required filings at the FAA and the International Registry). This Lease shall terminate (except for the provisions hereof which by their terms survive any termination of this Lease) upon payment of all sums due hereunder and, if Lessor has exercised its right to transfer title to the salvage, upon consummation of such transfer. If the Aircraft or any engine or part thereof sustains any reparable damage, Lessee shall (i) repair such damage in good workmanlike manner so as to restore the Aircraft, engine or part thereof to the condition it was in (assuming Lessee had complied with the provisions of this Lease) prior to the occurrence of any such damage.

Section 14. DEFAULT

Time is of the essence in this Lease. An event of default shall occur if Lessee shall, for any reason whatsoever, voluntary or involuntary, (i) fail to make any payment to Lessor required under this Lease within the terms set forth in Contract No. RFP 01424: Article 9 – METHOD AND TIME OF PAYMENT, or (ii) fail to observe any other provisions of this Lease in any respect, or (iii) if Lessee shall file a voluntary petition in bankruptcy, or proceedings in bankruptcy are instituted against Lessee, or (iv) if a court takes jurisdiction of Lessee and its assets pursuant to proceedings under the provisions of any applicable reorganization statute, or (v) Lessee is adjudged insolvent, or a receiver of Lessee's assets is appointed on account of insolvency, or (vi) Lessee makes a general assignment for the benefit of its creditors, or (vii) if the Aircraft shall be seized under execution or other legal process, or (viii) fail to maintain COMP Program or ESP Program coverage on the Aircraft and engines.

Section 15. REMEDIES

Upon the occurrence of any event of default and at any time thereafter Lessor may, having provided a 60 day notice to the Lessee, exercise one or more of the following remedies, as Lessor in its sole discretion shall elect:

a) Lessor may notify Lessee that it is in default of the Lease and instruct Lessee to cease operating the Aircraft until such time as Lessor is satisfied that the event of default has been corrected Lessor shall have sole authority to determine whether the event of default has been corrected and whether such correction has been accomplished in a timely manner. Lessee agrees that it will immediately cease operating the Aircraft upon receipt of those instructions from Lessor.

b) Intentionally Omitted

c) Lessor may immediately proceed to take possession of the Aircraft in any manner provided by law, or Lessor may, at its option, and Lessor is hereby empowered to, with legal process, and with demand, enter upon the premises where such Aircraft may be and take possession of and remove the same. Lessor may, at its option, retain the Aircraft so retaken as its own property and sell, lease or otherwise dispose of such Aircraft. This action by Lessor shall not impair recoveries to Lessor under the remedies elsewhere in this Section. All proceeds of any sale shall be retained by Lessor.

d) Lessor may enforce any additional or other rights and remedies it shall or may have at law, in equity or otherwise, with respect to any and all breaches which may be committed by Lessee.

e) With respect to Lessee's bankruptcy, insolvency or the equivalent, the Lessee waives to the extent now or hereafter permitted by applicable law, for itself and its successors and assigns, any and all

rights the Lessee or the Lessee's successors or assigns may have under any bankruptcy, insolvency or similar laws, rules or regulations with respect to the continued use or possession of the Aircraft, or payment of rent therefor, or with respect to this Lease.

f) The Lessee shall be liable for all costs, charges and expenses to refurbish the Aircraft (as it relates to the event of default) by reason of the occurrence of any event of default or the exercise of the Lessor's remedies with respect thereto.

g) If this Lease is terminated by reason of default by the Lessee, the Lessee shall forthwith deliver possession of the Aircraft to the Lessor. The Aircraft so delivered shall be in the condition required by the return provisions of the Lease. The Lessee hereby irrevocably appoints the Lessor as the agent and attorney for the Lessee, with full power and authority, at any time while the Lessee is obligated to deliver possession of the Aircraft to the Lessor, to demand and take possession of the Aircraft in the name and on behalf of the Lessee from whosoever shall be in possession of the Aircraft at the time.

Section 16. WAIVER OF PERFORMANCE

The waiver in a particular instance by either party of performance of any covenant or condition required of the other party under this Lease shall not thereafter preclude such party from demanding, in any other instance, full and complete performance in accordance with the terms of the Lease.

Section 17. APPLICABLE LAW, MODIFICATION AND CURRENCY

Unless the law of another sovereign shall mandatorily apply, this Lease shall be governed by the laws of the United States of America, as to issues of national law; and of the State of Florida, Miami-Dade County, as to issues of local law; and all issues of choice of law shall be resolved in favor of the selection of the laws of State of Florida, Miami-Dade County, as appropriate. The parties agree that any causes of action or claims which result from this Lease shall be heard exclusively by courts sitting in the State of Florida Miami Dade-County. This Lease, and any term or condition hereof, shall not be varied, contradicted, explained or supplemented by an oral agreement or representation, by course of dealing or performance or by usage of trade, nor amended or changed in any other manner except by an instrument in writing of even or subsequent date hereto, executed by both parties by their duly authorized representatives. Wherever used herein "dollars" shall be deemed to mean currency of the United States of America.

Section 18. ASSIGNMENT

This Lease shall inure to the benefit of and shall be binding upon each of the parties hereto and their respective successors and assigns. This Lease and any rights, interest or duties thereunder may not voluntarily, involuntarily or by operation of law be transferred or assigned in whole or in part by either Party without the prior written notice to the other Party. Lessor may at any time, without prior consent of Lessee, assign this Lease and/or any proceeds payable hereunder to any third party. In the event of assignment of this Lease by Lessor, the terms and obligations of the Lessor are unchanged and the Lessee shall continue to be obligated pursuant to the terms of this Lease.

Section 19. VALIDITY OF PROVISIONS

Any provision of this Lease which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. To the extent permitted by applicable law, the Lessee hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

Section 20. ENTIRE AGREEMENT

This Lease, together with all attached Exhibits, represents the entire agreement between the parties with respect to the subject matter contained and supersedes any and all prior understandings. This Lease shall constitute an agreement of lease and nothing herein shall be construed as conveying to the Lessee any right, title or interest in or to the Aircraft except as Lessee only.

Section 21. NOTICES

All notices hereunder shall be given by registered mail, or overnight courier, and the effective date of each notice shall be deemed to be the date upon which it was received. Unless either party shall notify the other in writing of a different address, both parties shall be addressed at their respective addresses as set forth below.

LESSOR: AgustaWestland Philadelphia Corporation
3050 Red Lion Road
Philadelphia, PA 19114
ATTN: Robert Brant
PHONE: 215-281-1440

LESSEE:
Miami-Dade County
Miami-Dade County Fire Rescue Department
9300 NW 41st Street
Doral, FL 33178
ATTN: Greg Rubin, Chief
Phone: 786-336-6702
E-mail: grubin@miamidade.gov

Section 22. REIMBURSEMENT OF COSTS

Lessee shall reimburse Lessor upon request for all costs, expenses and attorney's fees incurred by Lessor in enforcing or protecting its rights under this Lease in any proceeding or litigation in which the Lessor is the prevailing party.

Section 23. DOCUMENTS AND FILING

Concurrently with execution hereof and from time to time thereafter, at the reasonable request of each, Lessor and Lessee will, at their respective expense, make, execute and deliver all such further instruments and do such further acts and things as may be necessary and appropriate in the circumstances, to give effect to the provisions herein set forth and to more perfectly confirm the rights, titles and interests hereby established or intended.

Lessee agrees that Lessor may file this Lease and any Exhibits or amendments thereto with the FAA for recording and Lessor may take such other steps as Lessor deems reasonably necessary to protect Lessor's title to the Aircraft. Lessee further agrees that is will sign all documents which are necessary to accomplish recording the Lease with the FAA as well as all documents which are necessary to terminate said recording with the FAA.

Section 24. COSTS AND EXPENSES

All costs and expenses (including but not limited to Lessee's legal costs, filing fees and registration fees) shall be paid by Lessee. For the avoidance of doubt, any cost or expense incurred in connection with the clearing of the title to the Aircraft prior to the date the Lease is signed shall be borne by Lessor alone.

Section 25. COVENANTS REGARDING COMPLIANCE WITH THE CAPE TOWN CONVENTION

Lessor and Lessee each agree to take such actions as may be necessary to comply with the requirements of the Cape Town Convention (a) establish accounts on the International Registry as Transacting User Entities under the Cape Town Convention and irrevocably appoint Escrow Agent (or another party mutually acceptable to the Lessor and Lessee) as Professional User Entity, and (b) instruct such Professional User Entity to initiate and/or consent to the registrations on the International Registry as may be required by Lessor.

For purposes of this Agreement: (a), "**Cape Town Convention**" means, collectively, the official English language texts of (i) the Convention on International Interests in Mobile Convention on International Interests in Mobile Equipment, adopted on 16 November 2001 at a diplomatic conference held in Cape Town, South Africa; (ii) the Protocol to the Convention; (iii) the procedures for the International Registry issued by the supervisory authority thereof pursuant to the Convention and the Protocol to the Convention; and (iv) the regulations for the International Registry issued by the supervisory authority thereof pursuant to the Convention and the Protocol, as the same may be amended or modified from time to time; and (b) "**International Registry**" means the International Registry of Mobile Assets located in Dublin, Ireland and established pursuant to the Cape Town Convention, along with any successor registry thereto.

Execution of this Agreement shall constitute written authorization by the Lessor and Lessee for Escrow Agent to make the registrations described herein on the International Registry.

Section 26. FURTHER COOPERATION

The Parties shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Lease Agreement.

Section 27. INSPECTION AND ACCEPTANCE

(a) Lessor shall give Lessee fifteen (15) days written notice of the date on which the Aircraft shall be scheduled to be ready for inspection, acceptance and delivery.

Lessee shall start the acceptance process at the Lessee's operational facility located at Miami Executive Airport, Miami-Dade County, FL within fifteen (15) days from the date notified by Lessor, arranging at its own expense and risk, for its authorized and qualified representative, to perform the inspection and acceptance of the Aircraft.

Upon successful completion of the inspection, Lessee or its representative shall sign an Acceptance Certificate prepared by the Lessor in respect to the Aircraft, confirming that it is in accordance with the Lease, and accepted by Lessee and is ready for delivery.

Should Lessee fail to attend the inspection within the above fifteen (15) days, the Aircraft shall be deemed as accepted by Lessee based on the Lessor's inspection and the certificate of conformity issued by Lessor's Quality Control Service shall replace in full the acceptance certificate.

Should Lessee reject the Aircraft on inspection and test due to demonstrated discrepancies which cannot be corrected during the acceptance process, then the Lessor shall take the necessary corrective action and shall notify the Lessee, in the shortest possible time, of a new date on which the Aircraft shall be ready for acceptance.

(b) The Lessee shall not be entitled to reject the Aircraft purely on account of minor deficiencies and in the event of there being any such minor deficiencies the extent of these and remedial action for their removal by the Lessor shall be jointly agreed between the Lessee and the Lessor during the inspection and acceptance process.

(c) Lessee agrees to indemnify the Lessor against all costs, expenses, claims and liabilities whatsoever arising out of the Lessee's and/or its representative's participation in the acceptance of the Aircraft and against all liability whatsoever for their death or injury or the loss of or damage to their belongings, except where the same results directly from the fault of the Lessor and are in accordance with Article 2 and are subordinate to Article 10 of Contract No. RFP 01424.

Section 28. INTENTIONALLY OMITTED

***Section 29.* REPORTS**

Lessee will provide Lessor with the following in writing within the time periods specified: (a) notice of any tax or other lien which attaches to the Aircraft and the full particulars of the tax or lien, within ten (10) days after Lessee becomes aware of the tax or lien, (b) Lessee's and Guarantor's complete annual report prepared on a basis of generally accepted accounting principles, consistently applied, certified by a recognized firm of certified public accountants, within ninety (90) calendar days of the release of the annual report each fiscal year of Lessee or Guarantor, as the case may be (or, in the case of an individual guarantor, complete financial statements, reflecting the undersigned's assets, liabilities, net worth and income and expenses in reasonable detail, along with copies of the undersigned's most current tax returns, within ninety (90) days of the close of each calendar year) (together with a certificate of the authorized officer of Lessee stating that such officer has reviewed the activities of Lessee and that, to the best of such officer's knowledge, there exists no Event of Default or event which with notice or lapse of time (or both) would become an Event of Default), and any further financial information or reports (including quarterly reports), upon request; (c) notice to Lessor of the Aircraft's location, and the location of all information, logs, documents and records relating to the Aircraft and its use, maintenance and/or condition, immediately upon request; (d) notice to Lessor of the relocation of the Aircraft's primary hangar location, at least ten (10) days prior to any relocation; (e) notice of loss or damage to the Aircraft which would cost more than the lesser of (i) ten percent (10%) of the aircraft Hull Value Cost or (ii) two hundred thousand United States Dollars ($200,000.00) to repair or replace, within ten (10) days of such loss or damage; (f) notice of any accident involving the Aircraft causing personal injury or property damage, within ten (10) days of such accident; (g) copies of all information, logs, documents and records relating to the Aircraft and its use, maintenance and/or condition, within ten (10) days of such request; (h) such information as may be required to enable Lessor to file any reports required by any governmental authority as a result of Lessor's ownership of the Aircraft, promptly upon request of Lessor; (i) copies of any manufacturer's maintenance service program contract for the airframe or engines, promptly upon request by Lessor; (j) evidence of Lessee's compliance with FAA airworthiness directives and advisory circulars and of compliance with other maintenance provisions of Section 11 hereof and the return provisions of Section 11, promptly upon request of Lessor; (k) notice of any change in Lessee's state of incorporation or organization, within thirty (30) days of such change, (l) notice of any Optional Improvement or Required Improvement, prior to the installation of same and (m) such other reports or information as Lessor may reasonably request, including evidence regarding Lessee's compliance with its obligations under Section 7; provided that in no event shall Lessor have any duty or obligation to monitor, review or assess any security measures maintained by Lessee or Lessee's compliance with the provisions of Section 7, and there shall be no inference or implication therefrom that Lessor has reviewed or approved the adequacy or sufficiency of such recommendations or of the actual security measures or systems employed by Lessee.

Section 30. EXECUTION

This Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized officers:

LESSEE:	LESSOR:
MIAMI-DADE COUNTY	AGUSTAWESTLAND PHILADELPHIA CORPORATION
By: _____	By: _____
Sign: _____	Sign: _____
Title: _____	Title: CEO AWPC
Date: _____	Date: 11/15/19

This is Counterpart No. 3 of a total of three (3) counterparts. Only Counterpart No. 3 shall be considered chattel paper for purposes of the Uniform Commercial Code and a security interest under the Uniform Commercial Code may be perfected only by possession of Counterpart No. 3.

EXHIBIT 1

CONFIGURATION OF BELL 412EP HELICOPTER
ACCESSORIES AND EQUIPMENT

BELL 412EP - Technical Sheet
TYPE: BELL 412EP
CLASS: _____
REG. MARKS: _____
SERIAL NUMBER: _____
DATE OF MANUFACTURE _____
ENGINE(S): PRATT & WHITNEY _____
SERIAL NUMBER: #1_____
SERIAL NUMBER: #2_____

CERTIFICATION:
Standard Airworthiness Certificate

CONFIGURATION:
Utility EMS

AVIONICS

Com. Radio #1
Nav Radio #1
ADF #1
Transponder #1 (Mode S)
DME #1
Radar Altimeter #1
EGPWS
Weather Radar
Audio Panel #1
Audio Panel #3
Flight Director #1
HSI #1
ADS-B
GPS #1 IFR/VFR Certified
ELT
VHF/UHF FM Radio #1
Standby Att. Indicator
Flight Tracking

Com. Radio #2
Nav Radio #2
Audio Panel #2
Audio Panel #4
Flight Director #2
HSi #2
RNAV
TCAS/TCAD
VHF/UHF FM Radio #2
Auto Pilot
Attitude Gyro

Search Light

Cockpit Photo If Available

ADDITIONAL EQUIPMENT

Bleed Air Heater

Air Comm Air Conditioning System
High Skid Gear
Wire Strike Protection System
NVG Compatible
Rotor Brake
L/H Sliding Door
R/H Sliding Door
Anti-Collision Lights
Utility Mirrors
Cargo Hook
Dual Controls
Utility Int. F&R EMS
Windshield Wipers
Cargo Hook Suspension

Interior Photos If Available

EXTERIOR

Exterior Photo If Available

EXHIBIT 2

ACCEPTANCE RECEIPT DATED _____, 20__

BETWEEN

AGUSTAWESTLAND PHILADELPHIA CORPORATION

AND

MIAMI-DADE COUNTY

Lessor and Lessee confirm that the Aircraft described on page two of this Receipt has been delivered at Miami-Dade, FL, as of the above date and that the Lease terms with respect to said Aircraft shall commence as of the delivery date set forth above.

Lessee confirms that the Aircraft has been examined by a duly appointed and authorized representative of Lessee and such examination shows that the Aircraft and its components are plainly and distinctly marked with the manufacturers' serial numbers set forth on page two of this Receipt.

Lessee confirms that on the date of this Acceptance Receipt: (i) the Aircraft was in good order and conformity with the provisions of the Lease, and: (ii) the Aircraft was duly accepted by Lessee, and: (iii) the Aircraft became subject to and governed by the provisions of the Lease, and: (iv) Lessee became obligated to pay the rentals to Lessor provided for in the Lease with respect to the Aircraft.

LESSEE:	LESSOR:
MIAMI-DADE COUNTY	AGUSTAWESTLAND PHILADELPHIA CORPORATION
By: _____	By: _____
Sign: _____	Sign: _____
Title: _____	Title: _____

EXHIBIT 2

QUANTITY	DESCRIPTION OF EQUIPMENT	MANUFACTURER	MANUFACTURER'S SERIAL NUMBERS
1	Helicopter model BELL 412EP	BELL	XXXXX
2	Engine(s) Model _____ _____	Pratt & Whitney	SERIAL NUMBER: #1_____ SERIAL NUMBER: #1_____

Aircraft & Engines

Airframe Total Time _____

Engine Total Time _____
Engine Cycles _____
Engine Total Time _____
Engine Cycles _____

Fuel on board at delivery _____ kilograms

Main Rotor Hub Assembly	SERIAL NUMBER: _____
Main Transmission	SERIAL NUMBER: _____
90 degree Gear Box	SERIAL NUMBER: _____
Main Rotor Blades	#1 SERIAL NUMBER: _____
	#2 SERIAL NUMBER: _____
	#3 SERIAL NUMBER: _____
	#4 SERIAL NUMBER: _____

EXHIBIT 2

HELICOPTER LOOSE EQUIPMENT

A/C SERIAL NUMBER _____
A/C REGISTRATION NUMBER _____

	AWPC VERIFICATION	CUSTOMER VERIFICATION
FLIGHT MANUAL, AIRFRAME & ENGINE LOGBOOKS		
AIRWORTHINESS & REGISTRATION CERTIFICATES		
FOUR (4) MAIN ROTOR TIE DOWNS		
TWO PITOT COVERS		
TWO INTAKE COVERS		
TWO HEADSETS & SHORT CORDS		
ONE SET OF CHOCKS		
ONE LIFTING EYE		
ONE TOW BAR & SHEAR PINS		
PUBLICATIONS:		
SET OF MAINTENANCE MANUALS		
SET OF IPB'S		
SET OF TECHNICAL BULLETINS		
SET OF INFORMATION LETTERS		
SET OF GENERAL INFORMATION LETTERS		
ENGINE OPERATIONS & MAINTENANCE MANUAL		
ENGINE PARTS CATALOG		
OVERHAUL MANUAL		
FIRST AID KIT		
JUMPER PLUG (COPILOT SIDE)		
FOUR EXHAUST PLUGS		
COPILOT FLIGHT CONTROL COVERS		
FIRE EXTINGUISHER		
COPILOT FLIGHT CONTROLS		
KEYS		
TOUCH-UP PAINT		

MIAMI-DADE COUNTY _____ Title _____ Date _____

AGUSTAWESTLAND PHILADELPHIA CORPORATION Title Date

EXHIBIT 3

RETURN FROM LEASE RECEIPT DATED

TO LEASE DATED _____, 20__

BETWEEN

AGUSTAWESTLAND PHILADELPHIA CORPORATION

AND

MIAMI-DADE COUNTY

Lessor and Lessee confirm that the Aircraft described on page two of this Receipt has been returned to Lessor at mutually agreed location as of the above date and that the Lease term with respect to the Aircraft has terminated as of the return date set forth above.

Lessor confirms that the Aircraft has been examined by a duly appointed and authorized representative of Lessor and such examination shows that the Aircraft and its components are plainly and distinctly marked with the manufacturers' serial numbers set forth on page two of this Receipt.

Lessor confirms that on the date of this Receipt the Aircraft was duly accepted by Lessor for return. Lessee's obligations regarding the return condition of the Aircraft as set forth in the Lease shall survive the termination of the Lease until such time as Lessor notifies Lessee in writing that all return conditions have been satisfied.

LESSEE:	LESSOR:
MIAMI-DADE COUNTY	AGUSTAWESTLAND PHILADELPHIA CORPORATION
By: _____	By: _____
Sign: _____	Sign: _____
Title: _____	Title: _____

EXHIBIT 3

QUANTITY	DESCRIPTION OF EQUIPMENT	MANUFACTURER	MANUFACTURER'S SERIAL NUMBERS
1	Helicopter model BELL 412EP	BELL	XXXXX
2	Engine(s) Model _____ _____	Pratt & Whitney	SERIAL NUMBER: #1_____ SERIAL NUMBER: #1_____

Aircraft & Engines

Airframe Total Time _____

Engine Total Time _____
Engine Cycles _____
Engine Total Time _____
Engine Cycles _____

Fuel on board at delivery _____ kilograms

Main Rotor Hub Assembly	SERIAL NUMBER: _____
Main Transmission	SERIAL NUMBER: _____
90 degree Gear Box	SERIAL NUMBER: _____
Main Rotor Blades	#1 SERIAL NUMBER: _____
	#2 SERIAL NUMBER: _____
	#3 SERIAL NUMBER: _____
	#4 SERIAL NUMBER: _____

EXHIBIT 3

HELICOPTER LOOSE EQUIPMENT

A/C SERIAL NUMBER _____
A/C REGISTRATION NUMBER _____

	AWPC VERIFICATION	CUSTOMER VERIFICATION
FLIGHT MANUAL, AIRFRAME & ENGINE LOGBOOKS		
AIRWORTHINESS & REGISTRATION CERTIFICATES		
FOUR (4) MAIN ROTOR TIE DOWNS		
TWO PITOT COVERS		
TWO INTAKE COVERS		
TWO HEADSETS & SHORT CORDS		
ONE SET OF CHOCKS		
ONE LIFTING EYE		
ONE TOW BAR & SHEAR PINS		
PUBLICATIONS:		
SET OF MAINTENANCE MANUALS		
SET OF IPB'S		
SET OF TECHNICAL BULLETINS		
SET OF INFORMATION LETTERS		
SET OF GENERAL INFORMATION LETTERS		
ENGINE OPERATIONS & MAINTENANCE MANUAL		
ENGINE PARTS CATALOG		
OVERHAUL MANUAL		
FIRST AID KIT		
JUMPER PLUG (COPILOT SIDE)		
FOUR EXHAUST PLUGS		
COPILOT FLIGHT CONTROL COVERS		
FIRE EXTINGUISHER		
COPILOT FLIGHT CONTROLS		
KEYS		
TOUCH-UP PAINT		

MIAMI-DADE COUNTY _____ Title _____ Date _____

AGUSTAWESTLAND PHILADELPHIA CORPORATION Title Date

EXHIBIT 4

Pursuant to the terms of the Lease, Lessee shall provide the following insurance:

1. Aircraft liability (including passenger legal liability, bodily injury and property damage) in an amount not less than Thirty Million US Dollars ($30,000,000.00 USD) for each single occurrence.

2. Comprehensive General Liability (bodily injury and property damage) in an amount not less than Twenty-Five Million US Dollars ($25,000,000.00 USD) for each single occurrence.

3. Insurance Against Loss or Damage to the Aircraft - All risk ground and flight aircraft hull insurance on an agreed value form basis in the amount of 120% of the value paid for the aircraft in US Dollars ($3,685,217.00 USD). Such insurance shall include:

   (a) F.O.D. (foreign object damage)

   (b) fire and explosion coverage and

   (c) lightening and electrical damage with respect to any engines or parts while removed from the aircraft and any engines or parts while temporarily installed on the aircraft.

   In addition, Lessee shall maintain war risk, hijacking, conspiracy, governmental confiscation and expropriation insurance.

   The hull insurance shall not be subject to a deductible in excess of 5% of hull value in motion.

   The all-risk physical damage coverage applicable to engines and parts shall be on a replacement basis with a maximum limit of not less than Three Hundred Thousand US Dollars ($300,000.00 USD) and shall not be subject to a not-in-motion deductible in excess of One Thousand US Dollars ($1,000.00 USD) nor an in-motion deductible in excess of Twenty-Five Thousand US Dollars ($25,000.00 USD).

4. Lessee shall provide, at its own expense, workmen's compensation insurance with all-states coverage for the crew and maintenance personnel.

5. Lessor as Additional Insured: Notice - Any policies of insurance carried in accordance with this Exhibit and any policies taken out in substitution or replacement for any such policies:

   (a) shall be amended to name Lessor, as owner of the aircraft, additional named insured as its interest may appear; and

   (b) with respect to insurance carried in accordance with paragraph (3) covering the aircraft, the policies shall be made payable to Lessor as loss payee and in the event of any loss shall be disbursed by Lessor to Lessee or other appropriate person in payment of the costs actually incurred with respect to repairs made to the aircraft so as to restore it to the operating condition required by the Lease or shall be disbursed as otherwise required by this Lease; and

EXHIBIT 4

(c) shall provide that if the insurers cancel such insurance for any reason whatever, or any substantial change is made in the coverage which affects the interest of Lessor, or the same is allowed to lapse for nonpayment of premium or such insurance coverage is reduced, such cancellation, change, lapse or reduction shall not be effective as to Lessor for thirty (30) days following receipt by Lessor of written notice by such insurers of such cancellation, change, lapse or reduction and

(d) shall provide that as respects the interest of Lessor in such policies, the insurance shall not be invalidated by any action or inaction of Lessee or any other person (other than Lessor) and shall not be invalidated by any action or inaction of Lessee or any other person (other than Lessor) and shall insure Lessor's interest, as it appears, regardless of any breach or violation of any warranties, declarations, or conditions contained in such policies by Lessee or any other person (other than Lessor).

Each insurance policy and their respective cover amounts obtained in accordance with the requirements set forth in this Exhibit shall:

(a) be primary without right of contribution from any other insurance which is carried by Lessor to the extent that such other insurance provides it with contingent and/or excess liability insurance with respect to its interest as such in the aircraft, and

(b) shall expressly provide that all of the provisions thereof, except the limits of liability, shall operate in the same manner as if there were a separate policy covering each insured, and shall waive any right of the insurers to any set-off or counterclaim or any other deduction by attachment or otherwise, in respect of Lessor or Lessee. Lessee shall arrange for appropriate certification as to the satisfaction of the requirements set forth in this Exhibit to be delivered promptly (and in any case not later than the Delivery Date for such aircraft) to Lessor by each insurer with respect thereto, which certification shall specifically acknowledge that the insurance is in conformity with this Exhibit.

6. Reports, etc. - Lessee will advise Lessor in writing promptly of any default for the payment of any premium and of any other act or omission on the part of Lessee which might invalidate or render unenforceable, in whole or in part, any insurance on the aircraft. Lessee will also advise Lessor in writing at least 30 days prior to the expiration or termination date of any insurance carried and maintained on the aircraft pursuant to this Section.

7. The insurance specified in this Exhibit shall be in full force and effect throughout any geographical areas at any time traversed by the aircraft.

EXHIBIT 5
AgustaWestland Philadelphia Corporation
Helicopter alteration request

To the attention of: AgustaWestland Philadelphia Corporation, 3050 Red Lion Road, Philadelphia, PA 19114 by MIAMI-DADE COUNTY for helicopter models BELL 412EP , SN _____, Registration Number _____, currently on lease to MIAMI-DADE COUNTY under Lease Agreement No. MMDD20__.

Description of the alteration:
_____

_____

Documents that will be provided:
FAA approval (TC, STC, field approval, DER approval)_____

Revised Equipment List (yes, no)

Revised weight and balance (yes, no)

Approved Flight Manual Supplement (yes, no)

Instructions for Continued Airworthiness (yes, no)

Manufacturing/installation drawings _____

Engineering reports (structural analysis, electrical load analysis,...)_____

Warranty information _____

List of vendors and subcontractors_____

Support requested from AgustaWestland Philadelphia Corporation
_____

Signature_____ date_____

AgustaWestland Philadelphia Corporation review:

Engineering :_____date_____
Quality Control :_____date_____
Chief Pilot :_____date_____
Approved by Customer Service and Operations:_____date_____
Inspection required :_____
Contract Administration :_____date_____
Legal :_____date_____
Approved by Director of Sales :_____date_____

Inspection performed by :_____date_____

Accepted by :_____date_____