

**ΣΧΕΔΙΟ ΝΟΜΟΥ ΤΟΥ ΥΠΟΥΡΓΕΙΟΥ ΥΓΕΙΑΣ**

**με τίτλο**

**«Κύρωση της από 16.12.2024 Σύμβασης συμπλήρωσης/επέκτασης του αντικειμένου της από 3.6.2019 Επιμέρους Σύμβασης Δωρεάς για το έργο V της από 6.9.2018 Σύμβασης Δωρεάς μεταξύ του Ιδρύματος «Κοινωφελές Ίδρυμα Σταύρος Σ. Νιάρχος» και του Ελληνικού Δημοσίου για την ενίσχυση και αναβάθμιση των υποδομών στον τομέα της υγείας»**

<b>ΠΙΝΑΚΑΣ ΠΕΡΙΕΧΟΜΕΝΩΝ</b>	
<b>Άρθρο πρώτο του σχεδίου νόμου</b>	Κύρωση της σύμβασης
<b>Σύμβαση συμπλήρωσης/επέκτασης σκοπού της επιμέρους σύμβασης για το έργο V της από 6.9.2018 Σύμβασης Δωρεάς μεταξύ του Ιδρύματος «Κοινωφελές Ίδρυμα Σταύρος Σ. Νιάρχος» και του Ελληνικού Δημοσίου για την ενίσχυση και αναβάθμιση των υποδομών στον τομέα της υγείας</b>	
<b>Άρθρο 1ο της Σύμβασης</b>	Σκοπός και αντικείμενο
<b>Άρθρο 2ο της Σύμβασης</b>	Προϋπολογισμός
<b>Άρθρο 3ο της Σύμβασης</b>	Χρονοδιάγραμμα υλοποίησης
<b>Άρθρο 4ο της Σύμβασης</b>	Λοιποί όροι της υλοποίησης
<b>Παράρτημα</b>	Σύμβαση προμήθειας αεροσκάφους – Aircraft Purchase Agreement
<b>Άρθρο δεύτερο του σχεδίου νόμου</b>	Έναρξη ισχύος

**Άρθρο πρώτο  
Κύρωση της σύμβασης**

Κυρώνεται και αποκτά ισχύ νόμου η από 16.12.2024 Σύμβαση, με την οποία συμπληρώνεται/επεκτείνεται το αντικείμενο της από 3.6.2019 Επιμέρους Σύμβασης για το έργο V της από 6.9.2018 Σύμβασης Δωρεάς μεταξύ του Ιδρύματος «Κοινωφελές Ίδρυμα Σταύρος Σ. Νιάρχος» και του Ελληνικού Δημοσίου, για την ενίσχυση και αναβάθμιση των υποδομών στον τομέα της Υγείας, η οποία κυρώθηκε με το άρθρο πρώτο του ν. 4564/2018 (Α' 170), με το Παράρτημά της, το κείμενο των οποίων έχει ως ακολούθως:

Συμπλήρωση/Επέκταση Σκοπού της επιμέρους σύμβασης για το Έργο V της από 6.9.2018 Σύμβασης Δωρεάς μεταξύ του Ιδρύματος «Κοινωφελές Ίδρυμα Σταύρος Σ. Νιάρχος» και του Ελληνικού Δημοσίου για την ενίσχυση και αναβάθμιση των υποδομών στον τομέα της Υγείας

## ΣΥΜΠΛΗΡΩΣΗ/ΕΠΕΚΤΑΣΗ ΣΚΟΠΟΥ ΕΠΙΜΕΡΟΥΣ ΣΥΜΒΑΣΗΣ ΔΩΡΕΑΣ –

### ΕΡΓΟ V

### ΜΕΤΑΞΥ

#### ΑΦΕΝΟΣ

Του **Ελληνικού Δημοσίου**, νόμιμα εκπροσωπούμενου για την υπογραφή της παρούσας σύμβασης από τον Υπουργό Εθνικής Οικονομίας και Οικονομικών κο. Κωστή Χατζηδάκη, τον Υπουργό Εθνικής Άμυνας, κο. Νίκο Δένδια, τον Υπουργό Υγείας, κο. Άδωνη – Σπυρίδωνα Γεωργιάδη, τον Υφυπουργό Υγείας, κο. Μάριο Θεμιστοκλέους και τον Υπουργό Υποδομών και Μεταφορών, κο. Χρήστο Σταϊκούρα, (εφεξής το «**Ελληνικό Δημόσιο**»),

#### ΑΦΕΤΕΡΟΥ

Της εταιρείας ειδικού (κοινωφελούς αποκλειστικά) σκοπού με την επωνυμία «**Κοινωφελές Ίδρυμα ΣΤΑΥΡΟΣ Σ. ΝΙΑΡΧΟΣ**», που εδρεύει στις Βερμούδες, η οποία έχει συσταθεί νόμιμα με την υπ' αριθ. 39569 βεβαίωση σύστασης εταιρείας του οικείου μητρώου εταιρειών με ημερομηνία 15 Φεβρουαρίου 2007 και εκπροσωπείται νόμιμα για την υπογραφή της παρούσας από την κα. Λαμπροπούλου Χριστίνα και κο. Αγουρίδη Γιώργο, με εντολή και πληρεξουσιότητα που δόθηκε σε αυτούς με Πρακτικό του Διοικητικού Συμβουλίου του Ιδρύματος, (εφεξής το «**Ίδρυμα**»),

#### ΚΑΙ ΕΚ ΤΡΙΤΟΥ ΣΥΜΒΑΛΛΟΜΕΝΟΥ

Του Εθνικού Κέντρου Άμεσης Βοήθειας, όπως νόμιμα εκπροσωπείται από τον Πρόεδρό του κο. Παπαευσταθίου Νικόλαο (εφεξής το «**ΕΚΑΒ**»).

άπαντες καλούμενοι εφεξής τα «**Μέρη**».

### ΠΡΟΟΙΜΙΟ

(Α) Σε εκτέλεση του από 21 Μαρτίου 2018 Μνημονίου Συνεργασίας μεταξύ του Ελληνικού Δημοσίου και του κοινωφελούς Ιδρύματος ΣΤΑΥΡΟΣ Σ. ΝΙΑΡΧΟΣ υπεγράφη η από 6<sup>η</sup> Σεπτεμβρίου 2018 Σύμβαση μεταξύ του Ελληνικού Δημοσίου και του Ιδρύματος (εφεξής η «Σύμβαση»), η οποία κυρώθηκε με το άρθρο πρώτο του Ν. 4564/2018 (Α' 170), όπως στη συνέχεια η Σύμβαση αυτή τροποποιήθηκε και ισχύει, και στην οποία συμφωνήθηκαν και έγιναν αμοιβαία αποδεκτοί οι όροι υλοποίησης μίας σειράς συμβάσεων δωρεών για την ενίσχυση και αναβάθμιση



των υποδομών του τομέα της υγείας στην Ελλάδα προς όφελος κάθε προσώπου που χρήζει ιατρικής περίθαλψης (εφεξής «**Πρωτοβουλία για την Υγεία**» ή «**Πρωτοβουλία**»).

Η εν λόγω Πρωτοβουλία για την Υγεία εντάσσεται στο πλαίσιο μίας ευρύτερης Διεθνούς Πρωτοβουλίας για την Υγεία του Ιδρύματος που περιλαμβάνει δωρεές σε εξοπλισμό, κατασκευαστικά έργα, εκπαιδευτικά και ερευνητικά προγράμματα, καθώς και πρωτοβουλίες για την ψυχική υγεία σε συνεργασία με αναγνωρισμένου κύρους νοσηλευτικά και ιατρικά κέντρα και πανεπιστήμια στην Ελλάδα και διεθνώς.

Ειδικότερα με τον Ν.4618/2019 (Α'89) κυρώθηκε με Νόμο ως Έργο υπό την Πρωτοβουλία η από 3.6.2019 επιμέρους σύμβασης δωρεάς - Έργο V (εφεξής «**Επιμέρους Σύμβαση - Έργο V**» ή «**Επιμέρους Σύμβαση**») με αντικείμενο την προμήθεια νέων και συντήρηση υφιστάμενων εναέριων μέσων για την ενίσχυση των αεροδιακομιδών του ΕΚΑΒ.

(Β) Εν συνεχεία, τα Μέρη με την από 21.5.2020 τροποποίηση συμφώνησαν στην αντικατάσταση της επιμέρους σύμβασης δωρεάς - Έργο V, η οποία κυρώθηκε με τον Ν.4693/2020 (Α'116). Η τροποποίηση αφορούσε στην αλλαγή του αντικείμενου της αρχικής δωρεάς (με αντίστοιχη αύξηση του προϋπολογισμού του Έργου) και συγκεκριμένα στην προμήθεια δύο νέων αεροπλάνων και δύο νέων ελικοπτέρων (αντί της συντήρησης των υφιστάμενων ελικοπτέρων που αποτελούσε την αρχική πρόταση), ενώ μετά την πιστοποίηση ολοκλήρωσης του Έργου και την παραλαβή αυτού, το Ε.Δ. δεσμεύθηκε για την ανάληψη της συντήρησής τους με ιδίους πόρους. Αντίστοιχα ο Ν.4702/2020 (Α'130) συμπλήρωσε τον Ν.4693/2020 (Α'116) (προσθήκη στο Παράρτημα ΙΙα της Επιμέρους Σύμβασης -Έργο V) και προέβλεψε τη σύμβαση υποστήριξης των εναέριων μέσων.

(Γ) Το Υ.Υ. εξέφρασε στο ΙΣΝ την ικανοποίηση του για την αξιοποίηση της δωρεάς των εναέριων μέσων στην ενίσχυση της δυναμικότητας και αποτελεσματικότητας των αεροδιακομιδών του ΕΚΑΒ καθώς και την διαπίστωση ότι η ανάγκη για διακομιδή βαριά ασθενών σε νοσηλευτικά ιδρύματα ή μεταφορά ιατρών για παροχή πρώτων βοηθειών σε βαριά ασθενείς είναι αυξημένη και θα παρείχετο ευρύτερη κάλυψή της με ένα επιπλέον εναέριο μέσο.

Ως εκ τούτου αιτήθηκε προς το Ίδρυμα την προμήθεια ενός επιπλέον αεροσκάφους ιδίων προδιαγραφών, προκειμένου να εξυπηρετηθούν οι αυξημένες ανάγκες στον συγκεκριμένο τομέα και να παρέχονται προς τους πολίτες ταχύτερες, αποτελεσματικότερες και ποιοτικότερες υπηρεσίες.

Το Ίδρυμα συμμεριζόμενο την κοινωνική αυτή ανάγκη, ανταποκρίθηκε θετικά στο συγκεκριμένο αίτημα και ενέκρινε την χρηματοδότηση της προμήθειας του νέου αεροσκάφους.

Κατόπιν των ανωτέρω προκύπτει η ανάγκη συμπλήρωσης/επέκτασης του αντικειμένου της Επιμέρους Σύμβασης – Έργο V, ως ακολούθως:

**Τα Μέρη συμφωνούν, συνομολογούν και αποδέχονται αμοιβαίως τα εξής:**

#### **ΑΡΘΡΟ 1<sup>ο</sup> – Σκοπός και αντικείμενο**

Αντικείμενο της παρούσας είναι η επέκταση του αντικειμένου της **Επιμέρους Σύμβασης – Έργο V**, όπως κυρώθηκε με τον Ν.4618/2019, τροποποιήθηκε με τον Ν.4693/2020, συμπληρώθηκε με τον Ν.4702/2020 και ισχύει, με την προμήθεια ενός νέου αεροσκάφους τύπου King Air 360C μετά του συνοδού ειδικού ιατρικού εξοπλισμού. Σκοπός της παρούσας επέκτασης αντικειμένου είναι η περαιτέρω ενίσχυση της δυναμικότητας και αποτελεσματικότητας των αεροδιακομιδών του ΕΚΑΒ.

Οι τεχνικές προδιαγραφές του νέου αεροσκάφους έχουν γνωστοποιηθεί λεπτομερώς στην Πολεμική Αεροπορία και στο ΕΚΑΒ και έχουν λάβει την έγκριση τους.

#### **ΑΡΘΡΟ 2<sup>ο</sup> – Προϋπολογισμός**

Το κόστος προμήθειας του νέου αεροσκάφους, συμπεριλαμβανομένου του εξοπλισμού του, ανέρχεται στο ποσό των USD 11,998,751 (ήτοι ΕΥΡΩ 10,760,470 κατά την ημερομηνία έγκρισης της δωρεάς από το ΙΣΝ).

Κατόπιν τούτου, το άρθρο 3, πρώτο εδάφιο της Επιμέρους Σύμβασης – Έργο V που αφορά στον προϋπολογισμό του Έργου V διαμορφώνεται ως ακολούθως:

*«Η δαπάνη ολοκλήρωσης του Έργου V ανέρχεται στο ποσό των 36,873,550 Ευρώ και καλύπτεται εξ ολοκλήρου από το Ίδρυμα αυτοτελώς ή μέσω του Φορέα Υλοποίησης. Το ως άνω ποσό δεν υπόκειται σε ΦΠΑ και δασμούς λόγω απαλλαγής εκ του Νόμου, το δε Ε.Δ. και το ΕΚΑΒ υποχρεούνται να προβούν στις απαραίτητες ενέργειες για την εφαρμογή της απαλλαγής.»*

#### **ΑΡΘΡΟ 3<sup>ο</sup> – Χρονοδιάγραμμα Υλοποίησης**

Στο άρθρο 4 της Επιμέρους Σύμβασης – Έργο V προστίθεται η ακόλουθη παράγραφος:

*«Η παράδοση του νέου αεροσκάφους, πλήρως εξοπλισμένου και έτοιμου προς χρήση θα πραγματοποιηθεί εντός του β' τριμήνου 2025. Η ακριβής ημερομηνία παράδοσης θα καθοριστεί μεταξύ της Προμηθεύτριας Εταιρίας και του Ελληνικού Δημοσίου σύμφωνα με την διαδικασία και τους όρους που θα περιγράφονται στην μεταξύ τους σύμβαση προμήθειας, σχέδιο της οποίας επισυνάπτεται στην παρούσα ως Παράρτημα Ι.»*



ΑΡΘΡΟ 4ο

### Λοιποί όροι Υλοποίησης

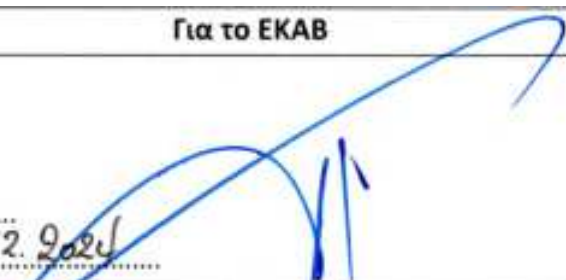
Πέραν των ανωτέρω, όλες οι λοιπές διατάξεις της Επιμέρους Σύμβασης – Έργο V όπως ισχύει και ειδικότερα οι Υποχρεώσεις του Ε.Δ., του Υ.Υ και του ΕΚΑΒ όπως αποτυπώνονται στα άρθρα 2, 5, 6 και 7, ισχύουν ως έχουν.

Το Υπουργείο Υγείας, υποχρεούται να εξασφαλίσει τη συντήρηση του νέου αεροσκάφους συνάπτοντας σύμβαση υποστήριξης.

Η διαδικασία υλοποίησης και αποδοχής της δωρεάς όπως αποτυπώνεται στην ΚΥΑ Β1.α, Γ2.γ/οικ.61572/2020 (ΦΕΚ 4453/Β/08.10.2020), καταλαμβάνει και την παρούσα.

Στην παρούσα προσαρτάται με τη μορφή Παραρτήματος σχέδιο της σύμβασης προμήθειας του αεροσκάφους και το οποίο αποτελεί ενιαίο και αναπόσπαστο σύνολο με αυτήν. Σε πίστωση των ανωτέρω, συντάχθηκε η παρούσα, η οποία υπεγράφη σε έξι (6) πρωτότυπα, ως ακολούθως:

Για το ΕΛΛΗΝΙΚΟ ΔΗΜΟΣΙΟ	
<b>Ο Υπουργός Εθνικής Οικονομίας &amp; Οικονομικών</b>  Αθήνα, 16.12.2024	<b>Ο Υπουργός Εθνικής Άμυνας</b>  Αθήνα, 16.12.2024
<b>Ο Υπουργός Υγείας</b>  Αθήνα, 16.12.2024	<b>Ο Υπουργός Υποδομών &amp; Μεταφορών</b>  Αθήνα, 16.12.2024
<b>Ο Υφυπουργός Υγείας</b>  Αθήνα, 16-12-2024	
Για το ΙΔΡΥΜΑ ΣΤΑΥΡΟΣ Σ. ΝΙΑΡΧΟΣ	
<b>Γεώργιος Αγουρίδης</b> Μέλος και Νομικός Σύμβουλος ΔΣ  Αθήνα, 16-12-2024	<b>Χριστίνα Λαμπροπούλου</b> Οικονομική Διευθύντρια  Αθήνα, 16-12-2024

Για το ΕΚΑΒ
Ο Πρόεδρος

Αθήνα, 16.12.2024

#### ΠΑΡΑΡΤΗΜΑ Ι

Σχέδιο σύμβασης προμήθειας αεροσκάφους





# AIRCRAFT PURCHASE AGREEMENT

CONTRACT No.: FJC-KA360C-001-2024

**AIRCRAFT PURCHASE AGREEMENT** This Aircraft Purchase Agreement ("Purchase Agreement" or "Agreement"), consisting of Part 1, Part 2, Part 3, and all exhibits, is made between Seller and Purchaser.

Part 1

Part 2 – Terms and Conditions

Part 3 A – Air Ambulance Configuration Details

Part 3 B – Aircraft Specification and Description

Exhibit 1 – End User Certification

Exhibit 2 – Dual Air Ambulance Configuration Layout

Exhibit 3 – Customer Acceptance Checklist

Exhibit 4 – Factory Technical Acceptance Certificate

Exhibit 5 – Modifier Acceptance Checklist

Exhibit 6 – Modified Aircraft Technical Acceptance Certificate

Exhibit 7 – Aircraft Delivery Receipt

Exhibit 8 – Medical Equipment Provided by Purchaser

Exhibit 9 – Spectrum Aeromed Warranties

Exhibit 10 – Ferry Flight from USA

Exhibit 11 – FlightSafety Training Syllabus

Exhibit 12 – Exterior Paint Scheme

## AIRCRAFT PURCHASE AGREEMENT

This Aircraft Purchase Agreement ("Purchase Agreement" or "Agreement") is dated as of December 19, 2024, consisting of Part 1, Part 2, Part 3 A and B and all exhibits, is made between Seller and Purchaser.

### PART 1

Seller:

**Fargo Jet Center, LLC**

3802 20th Street North

Fargo, ND 58102

James P. Sweeney, President

Purchaser:

**Hellenic Ministry of Health ("MOH")**

17-19 Aristotelous Str., Athens,

10433 VAT 099017070, D Athinon,

Tax Office

**The Purchaser will provide the aircraft as supplied by the Seller for use in the Hellenic Republic in cooperation with the following Eligible Parties:**

#### **HELLENIC AIR FORCE (HAF)**

HAF is the end user of the A/C.

HAF's personnel (pilots and technicians) will be trained in accordance with the provisions of this Contract, will perform the flight operation and line support/maintenance, will be the user of Ground Support Equipment (GSE) & spare parts and eligible party for direct communication regarding maintenance issues and warranty claims.

Also, HAF representatives may participate as technical advisors of the Purchaser in any delegation/committee required for the execution of the Contract

## **NATIONAL CENTRE OF EMERGENCY CARE (EKAB)**

EKAB is a public legal entity directly under the Ministry of Health. Is an end user alone with HAF performing the medical side of the MEDEVAC operation by providing medical personnel and equipment.

EKAB representatives may participate as technical advisors of the Purchaser in any delegation/committee required for the execution of the Contract, on the medical side.

## **STAVROS NIARCHOS FOUNDATION (SNF)**

The Stavros Niarchos Foundation (or "SNF") is one of the world's leading private, international philanthropic organizations, making grants to nonprofit organizations in the areas of arts and culture, education, health and sports, and social welfare.

The SNF and the Hellenic Republic, have signed a grant agreement (hereinafter the "Grant Agreement") which has been ratified by L.4564/2018, as amended and in force and which regulates the contractual framework, general terms and conditions of the SNF's grants for the support and upgrading of infrastructures in the Greek Health sector.

Under the Grant Agreement, Project V, was also ratified by L. 4618/2019 as currently in force and regards the procurement of aircrafts (hereinafter "the Aircraft"), to serve the needs of the Greek Ministry of Health and EKAB. The present agreement will incorporate and ruled by the same contractual framework.

Under this Contract SNF acts as the Donor (hereinafter "the Donor") solely for the purpose of financing the purchase by the Purchaser of the Deliverables below and, therefore, the payments due by the Purchaser for the price of the Deliverables, pursuant to this Contract will be made by the DONOR for and to the benefit of the Purchaser. Any additional fees or other charges that will be invoiced, under this contract, will be paid directly by the Purchaser.

## **FARGO JET CENTER**

Fargo Jet Center is the prime contractor, seller of aircraft and installer of the air ambulance kit.

## **TEXTRON AVIATION AND SPECTRUM AEROMED**

Textron Aviation is the OEM and manufacturer of the Aircraft. Spectrum Aeromed is the manufacturer of air ambulance configuration. Warranties as provided by Textron Aviation, Spectrum Aeromed and part manufacturers will pass on to Purchaser pursuant to Part 2, section 11, Part 3, Exhibit 9 and any other relevant documentation.

## COMMUNICATION BETWEEN THE PARTIES

30 Days after the Contract Signature, the Parties (including the ELIGIBLE PARTIES) will notify each other with POC's info for the purpose of the smooth execution of the Contract and appropriate correspondence.

## DELIVERABLES

Seller will provide one (1) deliverable to the Purchaser: One (1) aircraft with modifications at a total price of USD \$11,998,751 with Training and delivery services as further outlined in the present Agreement. Supplemental Type Certificate (STC) certification by the competent authority and copy of relevant documentation for dual air ambulance configuration, once the modification has been approved and in any case before Modified Aircraft Technical Acceptance of the Aircraft.

### Deliverable –Aircraft:

Year: 2024

Make: Textron Aviation Inc.

Model: King Air 360C (utility interior) Serial Number: FM-120, Registration Number: N360MN

Specification and Description: Part 3A and 3B

Exterior Scheme: Exhibit 12

Ready for Aircraft Technical Acceptance: as soon as possible but within first quarter 2025 (for serial number FM-120)

Ready for Modified Aircraft Technical Acceptance: as soon as possible but within second quarter 2025 (for serial number FM-120)

Seller will notify Purchaser of the Ready for Aircraft Technical Acceptance and the Ready for Modified Aircraft Technical Acceptance dates by letter sent to Purchaser's Address, as well by email and by cc. the eligible parties, at least eighteen (18) calendar days before each date.

The Delivery Date will occur within seven (7) calendar days after the Modified Aircraft Technical Acceptance Date.

Aircraft Technical Acceptance Location: Wichita, Kansas, USA.

Modified Aircraft Technical Acceptance Location: Fargo, North Dakota, USA.

Delivery Location: Fargo, North Dakota, USA.

**Total Purchase Price Aircraft in U.S. Dollars: USD \$11,998,751 (Eleven Million Nine Hundred Ninety-Eight Thousand Seven Hundred Fifty-One and 00 Cents) Includes delivery, training as well as any other services described herein.**

## **King Air 360C (Cargo Door with Slick Interior) (Proline Fusion)**

### **Non-Published Options:**

1. Provide Fwd Partition Panels (Includes RH & LH Jepp Storage Cabinets)
2. Provide Fwd Facing Electric Flushing Recirculating Chemical Toilet
3. Provide Four (4) VIP Cabin Chairs (Loose Equipment)
4. Custom Paint Scheme as per above

### **Modifications:**

1. Dual Air Ambulance Configuration as detailed in Part 3A.
2. Provide Two (2) Medical Attendant Seats (Loose Equipment)
3. Custom Baggage Web

### **Delivery & Services:**

1. Six (6) Month Extended Airframe & Vendor Warranty covering the period from Aircraft Technical Acceptance in Wichita, Kansas to transfer of title (Does not include Avionics, Engines, Paint, or Interior), and governed by the provisions of Part 2, section 11 b.
2. One (1) Yr Jepp Electronic Charts Region Subscription (Europe & Mediterranean).
3. One (1) Yr Flt Mgmt System Database Region Subscription Pkg (Europe & Mediterranean).
4. Provide Ten (10) Yr's 434-590169-0003-WEB Online Access POH / AFM Revision Services.
5. Provide Ten (10) Yr's 434-590169-0005-WEB Online Access Fusion Pilot Checklist Revision Services.
6. Provide Ten (10) Yr's ML-B-300-DVD Online Access Maintenance Library (w/DVD) Revision Services.
7. Pilot services for Ferry of aircraft from USA to Greece, pursuant to a separate Ferry Flight Services Agreement (Exhibit 10).
8. Test and acceptance procedures (including test flights).
9. Transfer of aircraft title and export from USA.
10. Training as per Part 3 A, 3 B (Section 17) and Exhibit 11.
11. Program Management and Technical support.

### **Deposit Stage and Balance of Payments Aircraft:**

An Initial Deposit amounting to USD \$5,000,000 is due by Purchaser upon execution of the Purchase Agreement. The Deposit payment shall be made against Sellers on demand guarantee, issued by a U.S. bank.

A stage payment (the "First Stage Payment"), amounting to USD \$5,311,500 shall be paid by the Purchaser out of Escrow upon the signing of the Aircraft Technical Acceptance Certificate in Wichita, Kansas, as per Exhibit 4.

The Balance of the Purchase Price, amounting to USD \$1,687,251 shall be due to be paid to Escrow by Purchaser upon the signing of the Delivery Receipt in Fargo, North Dakota, as per Exhibit 7.

## PART 2

Seller and Purchaser agree to Part 1 and as follows:

### 1. AIRCRAFT SPECIFICATION AND DESCRIPTION.

a. **Aircraft Definition and Price.** Seller is selling and Purchaser is purchasing the aircraft identified in Part 1 as (i) described in the Aircraft Specification and Description set out in Part 3 B ("Specification") of this Agreement with the modifications detailed in Part 3 A ("Air Ambulance Configuration Details") of this Agreement, if any, (hereinafter the "Aircraft") for the price set out in Part 1 in (ii) "as is, where is" condition, that is, in its actual state and condition, with no warranties whatsoever except for the conveyance to Purchaser of good title to the Aircraft, free and clear of any and all mortgages, liens, security interests, leases, claims, international interests, encumbrances and rights of others. This Agreement contains the sole description of the Aircraft binding on Seller. Seller is not bound by descriptions, advertisements, statements, or representations about the Aircraft that are not contained in this Agreement.

b. **Seller Provided Services.** Unless otherwise expressly agreed, the price of the Aircraft does not include any additional services, other than those defined in this Agreement.

c. **Non-FAA Certification Requirements.** Purchaser is responsible for the cost of any modification or change to the Aircraft or Aircraft documentation caused by any aviation authority other than the United States Federal Aviation Administration having jurisdiction over Purchaser's intended country of registration or operation of the Aircraft which are not known by Seller as of the date this Agreement is finally signed, which arise after the date this Agreement is finally signed, or which are not otherwise included in the Total Purchase Price.

d. **Airworthiness.** The Aircraft will be delivered with a standard FAA certificate of airworthiness (FAA Form 8100-2).

### 2. CONFIGURATION.

Unless otherwise agreed, the Aircraft will be delivered with the manufacturer's standard default exterior and standard default interior configurations modified for Medical Ambulance as per the details of Part 3 A. Any modifications requested after contract signature to such configurations, if expressly accepted by Seller, may result in an adjustment of the Purchase Price payment schedule and delivery date.

### 3. PRICING AND PAYMENT TERMS.

Purchaser will pay through the Donor the Seller the Total Purchase Price as specified in Part 1 and any other mutually agreed upon charges pursuant to the terms of this Agreement.

a. **Initial Deposit.** When Purchaser signs and returns this Agreement to Seller it will also pay to Seller through the Donor the Initial Deposit specified in Part 1 per wire instructions in 3.d(i)(A) below, subject to receiving the letter of Guarantee. This Agreement is binding as of the moment executed copies are exchanged via e-mail between the Parties but will only become effective upon receipt of the Initial Deposit for Aircraft.

b. **Stage Payment** to be paid to escrow, as set out in Part 1.

c. **Balance of Payment.** Pursuant to the Acceptance and Delivery process set out in Article 4 and as further set out therein, the Balance Payment must be made by Purchaser through the Donor to escrow at the time of modified technical acceptance and be released to the Seller from Escrow upon signing of the Delivery Receipt in Fargo.

d. **Acceptable Methods of Payment.** The initial deposit must be made in United States dollars by a single wire transfer in accordance with the Wire Instructions set out in 3.d. (i) below. Payment documentation must show that funds came directly from Purchaser through its Donor.

(i) Wire Instructions:

A. Wire transfers must reflect Donor's name as originator and be sent to the following Seller's account as follows:

Wiring Instructions to U.S. Bank NA

Account of: Fargo Jet Center, LLC

Bank: U.S Bank NA

Routing #: 091300023

Bank Swift Code: USBKUS44

Address: 505 2<sup>nd</sup> Ave. North

Fargo, ND 58102

Final Credit To: Fargo Jet Center, LLC

Account number: 1-630-9599-5052

Address: 3802 20th St N

Fargo, ND 58102

B. Purchaser name and payment reference must be typed on the transfer.

C. Instruct the issuing bank to transfer the total value to the beneficiary.

D. All bank charges relating to payer's bank are for the account of the payer.

Any direction or information seeking to change these Wire Instructions must be confirmed by written amendment to this Agreement.

The Stage Payment and the payment of the Balance of the Purchase Price will be made by Purchaser to the Escrow Agent as detailed in Part 2, section 4.c. (iv) below.

e. **Taxes/Custom Charges.** The Total Purchase Price does not include any sales, use, personal property, value-added, excise, or similar tax or assessments which may be imposed by any state and/or governmental authority upon this sales transaction, upon the Aircraft and equipment at delivery or thereafter, and use of the Aircraft by Purchaser (collectively "Taxes"), and any such Taxes, if imposed, will be Purchaser's responsibility. Purchaser is also responsible for (i) any and all import duties or other custom charges (collectively "Custom Charges"), and in particular for any duties applying to the importation of the Aircraft into Greece, and (ii) any withholding taxes, or other charges (collectively "Other Charges") imposed by any governmental authority at delivery or thereafter (except Seller's income or gross receipt taxes). Purchaser agrees to pay and indemnify Seller against such Taxes, Custom Charges and Other Charges so that in all instances Seller receives payment, after Taxes, equal to the Total Purchase Price. Purchaser agrees to execute any documentation necessary to avoid the imposition of or to receive an exemption from applicable sales or other taxes. These provisions will inure to any successor or permitted assignee of Purchaser and will survive until twelve (12) months after the expiration of any applicable statute of limitations. Seller is responsible for the payment of its income, gross receipts taxes, and other charges and assessments levied on the Aircraft, its equipment, ownership and use prior to delivery to Purchaser.

#### 4. **ACCEPTANCE AND DELIVERY.**

On the Ready for Aircraft Technical Acceptance date and on the Ready for Modified Aircraft Technical Acceptance date, Purchaser will review the Aircraft (and following the procedure set out herein accept delivery) at the locations set out in Part 1.

a. **Review.** On the Ready for Aircraft Technical Acceptance date, Seller will present the Aircraft in ready for review condition and Purchaser shall pay (through the donor) the Stage Payment for the Aircraft to Escrow. Purchaser may review the Aircraft in Wichita, Kansas pursuant to Part 3 B (excluding the modification to be performed in Fargo) and pursuant to Customer Acceptance Checklist attached hereto as Exhibit 3, such checklist including a flight test of not more than two (2) hours in duration. The flight test will be controlled by Seller and/or manufacturer and at total of two (2) of Purchaser's representatives may participate in the flight test. If Purchaser's review reveals any material discrepancy in the Aircraft, Purchaser will immediately notify Seller in writing of any such discrepancy, Seller will correct the discrepancy within 30 days, and if necessary, the Aircraft Technical Acceptance, the Modified Aircraft Technical Acceptance, and the Delivery Date, will be adjusted accordingly. Following cure of any such discrepancy, the parties will continue with the Aircraft acceptance and Purchaser will sign a Technical Acceptance Certificate for Aircraft, set out and attached hereto as Exhibit 4, which constitutes Purchaser's agreement that the Aircraft conforms to the Specification and other requirements of this Agreement. Upon receipt of a copy of the Technical Acceptance Certificate executed by Purchaser, the Escrow Agent shall release the Stage Payment for the Aircraft to Seller.

In the event of postponement of the Technical Acceptance due to the need to correct discrepancies, the reasonable travel and accommodation costs of the Purchaser's representatives will be borne by the Seller.

The Purchaser shall not be entitled to reject the Aircraft purely on account of minor deficiencies (deficiencies not affecting form, fit, function and performance) and in the event of there being any such minor deficiencies the extent of these and remedial action for their removal by the Seller shall be jointly agreed between the Purchaser and the Seller during the inspection and acceptance process. In the event that any of the Aircraft is affected by a major discrepancy (affecting form, fit, function and performance) the Parties shall agree, acting reasonably, a remedy plan (technical and/or commercial) in order to adjust the identified major discrepancies.

b. **Review - North Dakota.** Following Purchaser's execution of the Aircraft's Technical Acceptance Certificate and receipt of any payment due, Seller will ferry the Aircraft to Fargo, North Dakota for the installation of the Modifications listed as per part 3 A and Exhibit 2. At the same time, the Purchaser will deliver to Spectrum Aeromed at its facilities in Fargo the medical equipment to be installed on the Aircraft after completion of the Modifications, as per Exhibit 8. Approximately twelve (12) days prior to the completion of the Modifications, Seller will notify Purchaser of the Ready for Modified Aircraft Technical Acceptance date by letter sent to Purchaser's Address so Purchaser can make plans to arrive in Fargo, North Dakota for the inspection and acceptance of the Modifications. On the date provided by Seller, Purchaser will inspect the final Aircraft configuration as per Part 3 A and Exhibit 2 and the Modifications for the Aircraft in accordance with the Modifier Acceptance Checklist, set out and attached hereto as Exhibit 5, and accept that the Modifications have been completed. Prior to this inspection process, the medical equipment as indicated in Part 3 A, Exhibit 2 and Exhibit 8, may be trial fitted to the Aircraft using the appropriate equipment mounting brackets (such fitting only to be regarded as a material condition or a condition precedent to Delivery if it arises out of the Aircraft configuration and it jeopardizes the functioning of the equipment as per Exhibit 8). Purchaser will then sign a Modified Aircraft Technical Acceptance Certificate, set out and attached hereto as Exhibit 6, which constitutes Purchaser's agreement that the Modifications conforms to the Agreement.

The Purchaser shall not be entitled to reject the Aircraft purely on account of non-material discrepancies and in the event of there being any such non-material discrepancies the extent of these and remedial action for their removal by the Seller shall be jointly agreed between the Purchaser and the Seller during the inspection and acceptance process. In the event that any of the Aircraft is affected by a material discrepancies (affecting form, fit, function and performance) the Parties shall agree, acting reasonably, a remedy plan (technical and/or commercial) in order to adjust the identified material discrepancies. If the Parties are unable to reach an agreement on a remedy plan and the Aircraft cannot be delivered with all material discrepancies duly rectified within the Delivery Date, the provisions of Article 7 shall apply.

c. **Delivery Date Events.**

(i) **Owner's Trust.** Prior to the Delivery Date of Aircraft, the Purchaser, if it chooses to keep the aircraft registered in the U.S, will establish an Owner's Trust to enable registration in the U.S. on the FAA registry. Seller will assist with establishing such trust and will cover fees charged by the Owner Trustee.

(ii) **Delivery.** Following the procedure set out in Article 4.a. and 4.b., these two events must occur on the Ready for Modified Aircraft Technical Acceptance Date: (i) if not previously paid, Purchaser will pay the full balance of the Purchase Price and any amount due to Seller under this Agreement for other known charges, pursuant to the provisions of Part 2, section 4.c. (iv) below;

and (ii) Purchaser will accept the Aircraft as outlined in Part 2, section 4 V (iii) below, by executing a Delivery receipt as per Exhibit 7.

(iii) **Escrow Services and Closing Procedures:** The parties agree Insured Aircraft Title Service, LLC will, as escrow agent ("Escrow Agent"), hold the Stage Payment at Aircraft Technical Acceptance and the Balance Due at Delivery and documents necessary to consummate the sale/purchase of Aircraft. Purchaser through the donor will make the relevant Payments for the Aircraft in United States dollars by wire transfer to the Escrow Agent as follows:

INSTRUCTIONS FOR USD PAYMENTS TO BANK OF AMERICA

U.S. & INTERNATIONAL WIRE TRANSFERS

BENEFICIARY BANK:

BANK OF AMERICA

ABA # 026009593

211 N Robinson Ave, Oklahoma City, OK 73102

SWIFT BOFAUS3N

CREDIT:

INSURED AIRCRAFT TITLE SERVICE

ACCOUNT # 0028 6358 5210

21 E. Main Street, Suite 100, Oklahoma City, OK 73104

PHONE: 405-681-6663

FAX: 405-681-9299

ADVISE: JOAN ROBERTS

EMAIL: jroberts@insuredaircraft.com

REFERENCE:

AIRCRAFT REGISTRATION AND SERIAL NUMBER

(iii) When Seller has provided the Escrow Agent with a copy of the Aircraft Technical Acceptance signed by the Purchaser, the Escrow Agent will release the Stage Payment to Seller.

(iv) When the Seller has provided the Escrow Agent with a copy of the Delivery Receipt and Ferry Completion Certificate signed by Purchaser for Aircraft, the Escrow Agent will release the Payment to Seller.

(v) After confirming that all payment due have been received by Seller, Seller will then instruct the Escrow Agent to release the Owner Trust Documents for the delivered Aircraft to Purchaser, thereby transferring beneficial ownership to Purchaser.

In the event of a default by Purchaser or Seller's delay in delivering the Aircraft, the Payments will be forwarded to Donor under the terms of this Agreement and instructions to the Escrow Agent in accordance with those terms. If the Parties do not agree on this matter, the Escrow Agent shall withhold payment until an agreement is reached between the Parties or a final judgement is passed.

**d. Failure to Review/Compliance with Delivery Date Events.** If Purchaser fails to (i) review the Aircraft or waive review, or (ii) comply with all Review, Acceptance and/or Delivery Date Events set out in Article 4, Purchaser will be in breach of this Agreement and the provisions of Article 6 will apply.

**e. Delivery.** Seller will deliver the Aircraft EXW (INCOTERMS 2010) at the Delivery Location specified in Part 1. If this Agreement is cancelled or terminated for any reason and Purchaser is entitled to reimbursement, the reimbursement is conditioned upon (i) Purchaser discharging any registration created by or through it or by persons claiming by or through it, and (ii) Purchaser presenting Seller with evidence of the discharge. Seller will be entitled to offset any costs, fees, or expenses incurred as a result of Purchaser's failure to discharge the registration.

## **5. RISK OF LOSS; TRANSFER OF TITLE; REGISTRATION.**

After the Aircraft has been accepted by Purchaser, Seller has received and accepted all monies owed as set out in Article 4, the Aircraft has been tendered for Delivery at the Delivery Location, and Purchaser has executed the delivery documents as further outlined in Part 2, section 4.c., then Seller will furnish to Purchaser a Bill of Sale transferring ownership of Aircraft to Purchaser free and clear of all liens, privileges, encumbrances, charges, and rights of others either directly to Purchaser or, at Purchaser's option to the trust owner. Risk of loss for the Aircraft will transfer from Seller to Purchaser upon Seller's delivery of the Bill of Sale to Purchaser. Purchaser has sole responsibility for (i) obtaining all permits, licenses, and approvals for importation of the Aircraft into Greece and operation of the Aircraft, (ii) taking title to the Aircraft pursuant to Part 2, section 4 c (i) or registering the Aircraft with any other applicable aviation registry and timely providing any information to Seller necessary for such registration, and (iii) operating the Aircraft upon delivery.

## **6. DEFAULT BY PURCHASER.**

This Agreement may not be cancelled or terminated by Purchaser except as set out in this Agreement. The following events will be considered a default by Purchaser under this Agreement: (i) Purchaser informs Seller by any means that it will not take delivery of the Aircraft on the Delivery Date and Seller does not agree in writing to a later Delivery Date in which case Seller will inform of the reason (ii) Purchaser fails to make, when due, any payment for which it is responsible under this Agreement, (iii) Purchaser fails to comply with the provisions of Article 4.b. and/or 4.c., or (iv) Purchaser breaches any of its other obligations under this Agreement and such breach is not cured within five (5) calendar days of the date of Seller's notice of default to Purchaser. The parties agree that Seller's damages in the event of such breach are difficult to quantify, but that the liquidated damages identified herein are the parties reasonable estimate of those damages. In the event of any default by Purchaser prior to Aircraft delivery, including any breach of Article 4,

Seller is entitled to retain all paid deposits and to receive from Purchaser all remaining deposits that where contractually due until the time of Purchaser's default not as a penalty but as liquidated damages and thereafter the Agreement will be terminated and the parties' rights and obligations under this Agreement will end. The parties agree that if Purchaser fails to obtain any permits and pay any fees as may be necessary for the Aircraft to be exported from the United States on the Delivery Date as set out in Article 4.b. (iii), Seller is entitled to receive from Purchaser reasonable liquidated damages for this default in the amount of \$1,000 per day from the day after the Delivery Date until the Aircraft leaves the Delivery Location. The Aircraft will not be released until Purchaser has paid in full these post-delivery liquidated damages.

Purchaser will indemnify and hold Seller harmless from and against all losses, damages, claims, liabilities, and causes of action of every kind, character, or nature arising out of or related to Purchaser's failure to cause the Aircraft to be exported from the United States on the Delivery Date. Such liability is limited to the total contract value.

## **7. AIRCRAFT DELIVERY DELAY; FORCE MAJEURE; RETURN OF DEPOSIT AS SOLE REMEDY.**

a. **Delay for Any Cause.** If Seller fails to deliver the Aircraft on the Delivery Date, except as the result of a Force Majeure Event which is regulated in Article 7.b., Seller will not be liable to Purchaser for any damages if the Aircraft is delivered within 60 calendar days after the Delivery Date or the parties agree to a later Delivery Date as set out in Article 7.c. (i).

b. **Force Majeure Event.** If Seller fails to deliver the Aircraft on the Delivery Date and the failure to timely deliver is the result of a Force Majeure Event which includes, but is not limited to, strikes, lockouts, or other labor or industrial disturbances; riots; epidemics; pandemics (e.g. And not limited to coronavirus); social distancing, quarantine, restrictions on travel, civil unrest; rebellion; war; natural disaster, terrorism; war; governmental actions; inactions, or regulations (including, but not limited to, preemptive priority allocation rights of the any government and Seller's inability to obtain any governmental certification, export, or airworthiness approval for the Aircraft); fire; weather; delay in supplier deliveries; or other eventualities whether or not specifically enumerated in this contract and beyond Seller's control, Seller will not be liable to Purchaser for any damages if the Aircraft is delivered within 200 calendar days after the Delivery Date or the parties agree to a later Delivery Date as set out in Article 7.c.(ii).

If Purchaser fails to timely fulfill any of its obligations as a result of a Force Majeure Event, Purchaser must send a formal notification to the Seller without delay, stating the nature of the situation or of the event, its likely duration and foreseeable effects.

In case the Purchaser invokes a Force Majeure Event to request or claim any postponement of the Aircraft delivery and acceptance, the parties will mutually set a new delivery date upon which the delivery and acceptance will take place.

### **c. Purchaser's Damages.**

(i) If Seller fails to deliver the Aircraft after the Delivery Date as contemplated in Article 7.a. other than in connection with a Force Majeure Event, the parties can, on or before the 61st day after the Delivery Date, agree to a later delivery date. If the parties agree to a later delivery date within the time specified, Seller will not be liable for damages if the Aircraft is delivered on the

delivery date agreed to by the parties. If the parties do not agree to a later delivery date within the time specified, the parties' rights and obligations under this Agreement will end on the 61st day after the Delivery Date, Seller will return to the Donor who made the payment all paid deposits and any payment received by Seller under the Agreement with interest (1 months LIBOR). Seller will pay Purchaser's documented travel costs to Fargo and/or Wichita limited to a maximum amount of USD 5,000.00, or any other costs paid directly by Purchaser to Seller, with interest (one month LIBOR) and the parties will have no further liability to each other. The parties agree this is a fair and reasonable amount of liquidated damages to fully compensate Purchaser for Seller's default.

(ii) Subject to Purchaser's acceptance of a late Delivery Date pursuant to section 7.c. (i), Purchaser shall be entitled to claim from Seller, as liquidated damages, an amount equal to USD 3,500 per day (the "Delay Fee") commencing with the sixty first (61st) day after the original Delivery Date, and ending on the final delivery date of the Aircraft to the Purchaser under this Agreement. The Delay Fee shall be credited toward the balance of the Purchase Price which is due from Purchaser on delivery of the Aircraft. Notwithstanding the foregoing, in no event shall the Delay Fee exceed one percent (1%) of the total Purchase Price due by Purchaser under the Agreement.

(iii) If Seller fails to deliver the Aircraft within 200 calendar days after the Delivery Date as contemplated in Article 7.b., due to a Force Majeure Event, the parties can, on or before the 200th day after the Delivery Date, agree to a later delivery date. If the parties agree to a later delivery date within the time specified, Seller will not be liable for damages if the Aircraft is delivered on the delivery date agreed to by the parties. If the parties do not agree to a later delivery date within the time specified, the parties' rights and obligations under this Agreement will end and the parties will have no further liability to each other except, however, Seller will return to the Donor who made the payment all paid deposits and any payment received by Seller under the Agreement with interest (1 months LIBOR). In addition, Seller will pay Purchaser's documented travel costs to Fargo and/or Wichita limited to a maximum amount of USD 5,000.00, or any other costs paid directly by Purchaser to Seller with interest (one month LIBOR) and the parties will have no further liability to each other. The parties agree this is a fair and reasonable amount of liquidated damages to fully compensate Purchaser for Seller's default.

(iv) The parties agree that the remedies outlined in this clause 7 are Purchaser's sole remedy for Seller's failure to deliver or to perform any of its obligations under this Agreement.

## **8. ASSIGNMENT.**

Purchaser may not assign this Agreement or any right, title, interest, duty, or obligation under this Agreement (collectively "Assignment") without Seller's prior written consent. Seller will not consent to an Assignment to any business entity whose name includes one or more of Seller's trademarks or trade names. A direct or indirect change of more than fifty-one percent (51%) of Purchaser's ownership interest will be deemed an Assignment and breach of this Agreement unless Seller has specifically consented to the change in writing. Any attempted Assignment by Purchaser that does not conform with this Agreement will be null and void, constitute a breach of this Agreement, and Seller will have the remedies set out herein. At no time prior to delivery will Purchaser engage in speculation or any attempted selling or marketing of the Aircraft or its delivery position either directly or through a third party.

9. **CHOICE OF LAW AND JURISDICTION.**

Seller and Purchaser agree this Agreement will be deemed made and entered into and will be performed wholly, save for the Modified Aircraft Technical Acceptance, within the State of Kansas, and any dispute arising under, out of, or related in any way to this Agreement, the legal relationship between Seller and Purchaser or the transaction that is the subject matter of this Agreement (collectively "Dispute") will be governed and construed under the laws of the State of Kansas, USA, exclusive of conflicts of laws. Any Dispute will be adjudicated solely and exclusively in the United States District Court for the State of Kansas, in Wichita, Kansas, or, if that court lacks jurisdiction, Kansas state courts of the 18th Judicial District. Each of the parties (i) consents to the exclusive, personal jurisdiction of these courts and, by signing this Agreement, waives any objection to venue of these Kansas courts, and (ii) agrees that final judgment brought in these courts will be conclusive and binding upon the parties and may be enforced in any other courts with jurisdiction over the parties. The parties waive any right they may have to trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement. The present Agreement is entered into by the Purchaser in its private capacity and the Purchaser hereby waives any form for protection and immunity of whatsoever description to which it may be entitled by virtue of it being and/or purporting to act as a sovereign state.

10. **COMPLIANCE WITH LAWS.**

a. **Mutual Compliance.** Both parties will comply with all applicable laws, rules, and regulations, including, but not limited to, all United States export, re-export, import and customs laws and regulations, the USA Patriot Act, the U.S. Foreign Corrupt Practices Act, and the U.K. Bribery Act. Purchaser will obtain authorizations, permits, or licenses as required. Purchaser will provide Seller, as requested by Seller, with documentation such as import and re-transfer statements or certificates and information reasonably related to Seller's compliance with applicable laws and regulations. If Purchaser fails to provide Seller with requested documentation or information, Purchaser will be in breach of this Agreement and Seller will have the remedies set out herein. If Seller is unable to secure any required authorizations, permits, or licenses or if the transaction contemplated by this Agreement becomes prohibited by applicable law, executive order or regulation issued by the U.S. Government or other foreign government or political body to which Seller is subject, then the provisions of Article 7.b. will apply.

b. **End-Use/User Confirmation.** Purchaser will submit a completed End User Certification (reference Exhibit1 included with this Agreement) at least thirty (30) calendar days prior to when the Aircraft is Ready for Delivery. If this Agreement is executed within thirty (30) calendar days of the Ready for Delivery date, Purchaser will submit the completed End User Certification prior to Aircraft delivery. This certification must identify the (i) end-user of the Aircraft, (ii) end-use of the Aircraft, and (iii) country(s) where the Aircraft will be registered and operated. If this information changes prior to Aircraft delivery Purchaser will submit an updated End User Certification.

11. **LIMITED AIRCRAFT WARRANTY.**

a. **Seller's Written Limited Aircraft Warranty.** THE AIRCRAFT IS BEING SOLD TO PURCHASER AND ACCEPTED BY PURCHASER AT DELIVERY HEREUNDER IN

ACCORDANCE WITH PART 2 SECTION 4. AS OF DELIVERY THE AIRCRAFT IS ACCEPTED "AS-IS, WHERE IS," WITH ALL FAULTS. PURCHASER UNCONDITIONALLY ACKNOWLEDGES THAT AS OF THE DELIVERY DATE, WITH THE EXCEPTION OF THE WARRANTY OF TITLE, THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, APPLICABLE TO THE AIRCRAFT. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE THEREOF. SELLER SPECIFICALLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AIRWORTHINESS, SERVICEABILITY, VALUE, CONDITION, DESIGN, COMPLIANCE WITH SPECIFICATIONS, AGE, OPERATION, PERFORMANCE, QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE AIRCRAFT OR ANY PART THEREOF, CONFORMITY OF THE AIRCRAFT TO THE DESCRIPTION OR CONDITIONS SET FORTH HEREIN OR OTHERWISE PROVIDED TO PURCHASER OR AS TO THE ADEQUACY OF ANY AIRCRAFT DOCUMENTS, OR AS TO THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE AND WHETHER KNOWN OR UNKNOWN, OR AS TO THE ABSENCE OF ANY INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER. SELLER EXPRESSLY AND SPECIFICALLY DISCLAIMS ALL OTHER REMEDIES, OBLIGATIONS, AND LIABILITIES, INCLUDING, BUT NOT LIMITED TO, LOSS OF AIRCRAFT USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOSS OF PROFITS, LOSS OF GOODWILL, DIMINUTION OF MARKET VALUE, AND ANY AND ALL OTHER CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, MULTIPLE OR PUNITIVE DAMAGES, OR ANY DAMAGES TO THE AIRCRAFT CLAIMED BY PURCHASER OR ANY OTHER PERSON OR ENTITY UPON THE THEORIES OF NEGLIGENCE OR STRICT LIABILITY IN TORT. SELLER NEITHER ASSUMES NOR AUTHORIZES ANYONE ELSE TO ASSUME ON ITS BEHALF ANY FURTHER OBLIGATIONS OR LIABILITY PERTAINING TO THE AIRCRAFT NOT CONTAINED IN THE LIMITED AIRCRAFT WARRANTY. PURCHASER WAIVES, AS AGAINST SELLER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND AFFILIATES, ALL RIGHTS, REMEDIES AND DAMAGES, INCLUDING INCIDENTAL AND CONSEQUENTIAL DAMAGES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, IN CONTRACT OR IN TORT, WITH REGARD TO THE AIRCRAFT.

b. **Manufacturer Warranties and services.** To the extent that any warranties are in effect with respect to the Aircraft (other than warranties which by their terms are non-assignable or which would be extinguished by their assignment), Seller hereby agrees to assign and transfer such to Purchaser including any balances to the extent they are transferable, at the time of delivery. In particular Seller assigns and transfers to Purchaser all warranties under Part 3 B and Exhibit 9 of the Agreement. If there are any subsisting warranties which could not be assigned despite Seller's commercially reasonable efforts, or if any necessary consents of such assignment were refused, then Seller shall, at Purchaser's costs and expense, take such action as Purchaser may reasonably request to enforce such manufacturer's or supplier's warranties or any other of Seller's rights, interests and benefits mentioned above. For the avoidance of doubt, the Aircraft is sold without engine and airframe maintenance programs.

Seller will also assign and transfer to Purchaser the benefit of any training program and other services provided by the Aircraft manufacturer.

For Purchaser-furnished equipment and modifications to the Aircraft made by third parties at Purchaser's request are provided and administered by the third parties providing the equipment or modifications. Seller disclaims all liability in contract or in tort, including, without limitation, negligence and strict tort liability, with respect to such exclusions.

c. **Other Warranties.** The equipment and installation listed in Part 1, under Modifications, are not warranted directly by Fargo Jet Center. The Modifications, equipment and installation are warranted directly by Spectrum Aeromed. Copies of the applicable warranties are attached hereto as Exhibit 9 Reference to "Seller" in the Spectrum Aeromed warranty is intended as a reference to Spectrum Aeromed.

Equipment and component warranties are governed by the original equipment manufacturer (OEM). Seller does not warrant equipment or components of the equipment or component. Seller does not warrant Modifications performed by a third party.

If Modifications are performed or provided by other third parties (i.e. any party other than Seller, Textron Aviation, Spectrum Aeromed or subcontractors employed by them), Purchaser will receive any warranties provided by those parties. Seller disclaims all liability in contract or in tort, including, without limitation, negligence and strict tort liability, with respect to modifications, equipment and components supplied by third parties.

d. **Laws and Limitations.** The laws of some states and jurisdictions do not permit certain limitations on warranties or remedies. If such laws apply, the foregoing exclusions and limitations are amended insofar and only insofar as required by law.

e. **Modified Aircraft.** If, after Aircraft delivery by Seller, Purchaser installs equipment controlled by the United States International Traffic in Arms Regulations ("ITAR") or the United States Export Administration Regulations ("US EAR – 600 Series equipment") on the Aircraft, Purchaser will immediately notify Seller. Seller's written Limited Aircraft Warranty will be null and void, and other manufacturers' warranties may also be null and void. Seller and associated service providers (collectively "Service Providers") will comply with all ITAR and US EAR regulations in providing service and support for modified Aircraft, including prohibitions against dealing with embargoed countries. Without prior U.S. government authorization, which may be granted or denied in the U.S. government's sole discretion and may take several months to obtain, Service Providers may not be able to support modified Aircraft. Purchaser will provide information requested by Service Providers to support U.S. government applications to export parts and services. If Purchaser fails to provide such information or Service Providers fail to obtain required U.S. government authorizations for reasons beyond their control (even though Service Providers have no obligation to seek such authorization), then Service Providers will not have any further obligation to support Purchaser's modified Aircraft.

## 12. **LIMITATION OF LIABILITY.**

IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT PURSUANT TO ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, WARRANTY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, MULTIPLE OR INDIRECT DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR GOODWILL, LOSS OF USE,

LOSS OF TIME, LOSS OF CONVENIENCE, LOSS OF VALUE OR COMMERCIAL LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS OF LIABILITY REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT, IN THE ABSENCE OF SUCH LIMITATIONS, THE TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

**13. SEVERABILITY AND WAIVER.**

If any provision of this Agreement is or becomes null or unenforceable by operation of law, the other provisions will remain valid and enforceable. The waiver by either party of a breach of any provision of this Agreement will not constitute a waiver of any subsequent breach of the same or any other provision nor will it be considered a waiver of the provision itself.

**14. OUTSIDE COMPLETION SUPPORT.**

Purchaser acknowledges and agrees that Seller has no responsibility to provide any documentation or data to Purchaser or Purchaser's designated customizing supplier to support any outside completion effort (i.e. any completion effort provided by any party other than the Aircraft manufacturer) not included as part of this Agreement. If, in Seller's sole discretion and upon its terms, such documentation or data is supplied to Purchaser's designated customizing supplier, any delays or costs that result from such support will be the sole responsibility of Purchaser and its designated customizing supplier.

**15. NOTICES.**

Except as otherwise provided herein, notices required under this Agreement will be in writing, in English, and sent by electronic mail ("E-Mail") with confirmation; by courier; or by registered mail return receipt requested. Notice to Seller will be sent to Seller's E-Mail address or address set forth in this Agreement. Notice to Purchaser will be sent to Purchaser's address set forth in this Agreement or to Purchaser's E-Mail address provided by Purchaser. E-Mail addresses and addresses may be changed by either party upon notice, per the terms of this Article, to the other. All notices will be deemed given on the date they are transmitted or placed in the hands of courier or post for delivery.

**16. ORDER OF PRECEDENCE.**

In the event of an inconsistency or conflict between or among the provisions of this Agreement, the inconsistency or conflict will be resolved by giving precedence in the following order: Part 1, Part 2, exhibits.

**17. CAPTIONS; ENTIRE AGREEMENT; AMENDMENTS; DRAFTING; SURVIVAL; CONSENT.**

Captions used in this Agreement are for convenience of reference only and will not be deemed a part of this Agreement or used in construing its meaning. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior written or oral agreements, representations, negotiations, proposals, or discussions between the parties with respect to its subject matter. No modification to this Agreement will be effective unless in writing as an Amendment to this Agreement, which specifically references this Agreement, and is signed by both parties ("Amendment(s)") except, however, if the Aircraft has been identified with a serial number, Purchaser can change to a different serial number Aircraft if the new serial number Aircraft has the identical specifications, configuration, and pricing without an Amendment to this Agreement, in which case the Seller will provide explanation to the Purchaser. This Agreement is binding on Seller and Purchaser, their successors, heirs, executors, administrators, and permitted assignees. This Agreement is to be construed as if drafted jointly by the parties and no presumption will arise favoring or disfavoring either party by virtue of the authorship of any provision of this Agreement. The provisions of this Agreement survive closing and delivery of any documents of title with respect to the Aircraft. Purchaser hereby consents to receiving general business and product information, promotions, offers, invitations and various marketing material from Seller and its affiliates by mail, E-Mail, phone or other method.

**18. LIABILITY INSURANCE**

The Seller shall maintain a general liability insurance covering its maximum aggregate liability under the Agreement. The maximum payable amount under such insurance shall not exceed the initial deposit and stage payments. The Seller shall maintain this insurance in full force, throughout the term of the Agreement and until the aircrafts is delivered in Greece. A copy of the insurance contract and coverage will be shared with the Purchaser, one (1) month prior the delivery of the Aircraft.

**19. NETTING OF CLAIMS AND LIABILITIES**

The netting-out of claims and liabilities arising from this Agreement, shall be permitted between the Purchaser and the Seller.

**20. WAIVER OF RIGHTS**

The present Agreement is entered into by the Purchaser in its private capacity and the Purchaser hereby waives any form for protection and immunity of whatsoever description to which it may be entitled by virtue of it being and/or purporting to act as a sovereign state.

The omission of a Party to enforce the strict fulfilment of any provision of the Agreement or the failure or any delay by a Party in the exercise of any right or redress claims shall not be construed as a waiver of the right to claim remedy and may not result in a reduction in the obligations resulting from the Agreement.

**21. NO THIRD-PARTY BENEFICIARIES.**

Nothing in this Agreement provides any benefit to any third party or entitles any third party to any claim, cause of action, remedy, or right of any kind.

**22. CONFIDENTIALITY.**

The terms, conditions, and pricing of this Agreement are confidential, and Purchaser may not disclose such to any third party, in whole or in part, except as may be necessary to carry out its obligations under this Agreement.

**23. DATA PRIVACY.**

Seller may receive or retain Personal Data (defined below) from Purchaser in connection with the purchase, registration or ongoing service or support of the Aircraft. This may include Personal Data of Purchaser, its employees, agents and/or other authorized representatives involved with the operation, maintenance, support and training for the Aircraft (collectively "Users"). Personal Data may include any User's first and last name, email address, telephone number, record of purchases, training programs, and other information as requested to facilitate or complete delivery of products, services or support concerning the Aircraft including the provision of ongoing support, maintenance, repair and training. Seller will process Users' Personal Data only as necessary for this transaction as set out herein and to enable the continuous improvement, marketing and support of Seller's products and services.

**24. BINDING CONTRACT.**

This Agreement is binding as of the moment executed copies are exchanged via e-mail between the Parties but will only become effective upon receipt of the Initial Deposit for Aircraft. By signing below, the signatories to this Agreement verify they have read the complete Agreement, understand its contents and have full authority to bind and do hereby bind their respective parties.

**25. ELECTRONIC TRANSACTIONS.**

Should the parties mutually agree to execute this Agreement and Amendments electronically through Seller's e-signature vendor Purchaser agrees to accept communications from Seller's e-signature vendor. Electronic signatures will have the same legal significance as written signatures pursuant to the Electronic Signatures in Global and National Commerce Act and the Kansas Uniform Electronic Transactions Act.

**26. COUNTERPARTS.**

This Agreement may be signed in counterparts. Signature scanned and sent to the other party via E-Mail or similar methods will be binding. Each counterpart will be deemed an original for all purposes and together they will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned as of the date first above written.

PURCHASER:

HELLENIC MINISTRY OF HEALTH ("MOH")

By:



Name: SPIRIDON ADONIS GEORGIADIS

Title: MINISTER



MARIOS THYMISTOCLEOUS

DEPUTY MINISTER

SELLER:

FARGO JET CENTER, LLC

By:



Name: JAMES P SWEENEY

Title:

PRESIDENT

## PART 3 A

The Specification of the aircraft to be delivered under this contract is based on King Air 360C (UTILITY INTERIOR) Specification and Description, October 2023 Revision B (Serial Number FM-110 to TBD), as enclosed with the agreed modifications as defined in the following.

### 1. Military Registration

The aircraft will be registered and operated by Hellenic Air Force, under Military registration.

### 2. Performance Data

All performance data is based on a standard aircraft configuration as described in Part 3B and after Medivac FAA STC Number: SA1213CH is applied. There will be adoptions developed for the specific requirements which will lead to change in this STC.

## Air Ambulance Configuration Details

### 2200 SERIES POWERED MODULE

Two (2) Spectrum 2200 Series will be installed, including the below equipment:

- Base contains a 1,000-watt inverter, 3,500 Liter oxygen bottle, dual air pumps (11 Lpm @ 50 psi each), and a vacuum pump (14 Lpm @ 14 in. hg)
- Remote fill port for oxygen
- Four (4) AC outlets (230-volt) and One (1) DC Outlet (28-volt)
- Circuit breakers
- Four (4) IV mounts to attach Spectrum modified IV poles and/or Patient Loader
- Seat Rail Adapter

### STRETCHER

Used to transport patient to and from the aircraft; attaches to Module Base.

- 2" foam pad (operating room grade)
- Pad covered with Staph-Check bacteriostatic, flame retardant and anti-static material
- Pneumatically assisted fully adjustable backrest
- Dual left and right armrests
- Quick release safety belt harness

### STRETCHER 1 (FWD)

- Length: 76" (195 cm)

- Width: 22" (55 cm)
- Weight: 50 lbs. (22.7 kg)

#### STRETCHER 2 (AFT)

- Length: 72" (183 cm)
- Width: 22" (55 cm)
- Weight: 40 lbs. (18.14 kg)

#### SPECTRUM MEDICAL EQUIPMENT DETAIL

##### **QTY   ITEM**

2	2200-016	Ambulance Module - 28-volt input, 230-volt output w/ European style outlets, 1000-watt inverter, Dräger DIN pneumatics connectors (oxygen, air, vacuum). No overhead
1	6302	Seat Rail Adapter for connecting system to aircraft floor.
1	6311	Adapter Mechanism Assembly
1	1213-002	Stretcher (195 cm), 5-point shoulder/chest belt, dual leg belts.
1	1213-001	Stretcher (183cm), 5-point shoulder/chest belt, dual leg belts.
2	SLA001-1	Stretcher Lock for systems with brownline mounting rail.
2	SLA-001-3	Stretcher Lock for systems with brownline mounting rail.
2	1403-015	Stretcher Bridge - Mounts directly to stretcher
2	650272	I.V. Pole w/ adjustable height and four IV Hooks
4	W0588	

- Overhead IV Hook. Secures to the center ceiling tracks. Each hook can hold at least two IV bags.
- 2 400187  
Oxygen D-Cylinder Mount for Stretcher Bridge
- 2 W0973, Medical Device Mount  
Mount for Stryker Lifepak 15 defibrillator/monitor
- 2 W0971, Medical Device Mount  
Mount for Draeger Oxylog VE300 ventilator
- 2 W0969, Medical Device Mount  
Mount for Dual Braun Space Infusomat
- 6 400159  
Stretcher Bridge Adapter
- 6 400189  
Cabin sidewall brownline mount
- 2 HPO-01-1  
Electrical Installation Kit - interface to provide aircraft power to Spectrum Aeromed systems.
- 1 SP-KT-84-1  
Installation Kit- Sidewall Brownline (Extended)
- 1 SP-KT-85-1  
Installation Kit- Pneumatic  
All gas outlets in Draeger style; one (1) O2 outlet above each patient station; one (1) air outlet above each patient station, no LOX, no overboard vent.
- 1 SP-KT-86-1  
Installation Kit- Sidewall Electrical  
Five (5) 230VAC european style electrical sockets above each patient station (10 in total)
- 1 650005  
Manual patient loader - assists with loading the patient into the aircraft. Folds for easy storage. Includes storage bag.
- 1 400005  
Electric Loader- no lift patient loader, folding, w/ storage bag.

- 1      650349  
Loader Block, Dovetail Loader Mount (replaces p/n: 600342)
- 3      650299  
Loader Bar (to be used for loading with single stretcher setup)
- 1      1430-014  
Cabinet - 2 Drawer w/ rails for mounting on top.
- 1      W0576  
KA 350 FWD RH Cabinet Rev-A
- 1      W0589  
Table Assembly
- 1      1305-015  
Incubator Transport System w/ housing for 2 E cylinder bottles and mounts for a Voyageur Incubator. Does not include cylinders. Fits 20 / 2200 System
- 1      Oxygen Filling Adapter Kit  
Oxygen Filling Adapter Kit – CGA540 to various different connections

## TRAINING

### Equipment Familiarization Training for Medical Crews:

This training provides comprehensive hands-on familiarization with the Spectrum Aeromed equipment and integrated systems for the medical crews. It covers general equipment functions, including operation of integrated systems (oxygen, electrical, pneumatic), stretcher loading/unloading, handling and mounting of medical equipment, pre- and post-operational activities and cleaning procedures.

### Training Details:

- Duration: 4 hours
- Location: on the aircraft (no classroom)
- Max. Attendees: up to 5 students
- Training Material: Based on Instructions for Continued Airworthiness (no training handbook)

This training is designed to ensure medical crews are proficient in equipment operation, enhancing their effectiveness in critical medical situations. At the end of the training each trainee receives a trainings certificate.

## **PART 3 B**

### **Aircraft Specification and Description**

KING AIR 360C (UTILITY INTERIOR)

---

**SPECIFICATION AND DESCRIPTION**



OCTOBER 2023

REVISION B  
SERIAL NUMBER FM-110<sup>36</sup> TO TBD

# SPECIFICATION AND DESCRIPTION

KING AIR 360C 'UTILITY INTERIOR'

SERIAL NUMBER FM-110 TO TBD

OCTOBER 2023

REVISION B

# TABLE OF CONTENTS

LIST OF FIGURES .....	iv
INTRODUCTION .....	1
THE AIRCRAFT .....	2
1. GENERAL DESCRIPTION .....	2
1.1 Certification .....	2
1.2 Purchaser's Responsibility .....	2
1.3 Approximate Dimensions .....	5
1.4 Design Weights and Capacities .....	5
2. PERFORMANCE .....	6
3. DESIGN LIMITS .....	6
4. FUSELAGE .....	7
4.1 Design and Construction .....	7
4.2 Nose Section .....	7
4.3 Interior Spaces .....	7
4.4 Aft Fuselage .....	7
4.5 Cargo Door .....	7
5. WING .....	7
6. EMPENNAGE .....	7
7. LANDING GEAR .....	8
7.1 Design and Construction .....	8
7.2 Nosewheel Steering .....	8
7.3 Brakes and Tires .....	8
8. PROPULSION .....	8
8.1 Powerplant .....	8
8.2 Propellers .....	9
9. SYSTEMS .....	9
9.1 Flight Controls .....	9
9.2 Fuel System .....	9
9.3 Electrical System .....	10
9.4 Exterior Lighting System .....	10
9.4.1 Primary .....	10
9.4.2 Secondary .....	10

## TABLE OF CONTENTS CONT

9.5 Pressurization and Environmental System .....	10
9.6 Oxygen System .....	11
9.7 Anti-Icing System and Rain Removal.....	11
9.7.1 Ice.....	11
9.7.2 Rain .....	11
9.8 Hydraulic System .....	11
10. FLIGHT COMPARTMENT.....	11
10.1 General.....	11
10.2 Instrumentation .....	12
10.3 Avionics.....	13
10.3.1 Flight Displays.....	13
10.3.1.1 Primary Flight Displays (PFDs) .....	13
10.3.1.2 Multi-Function Display (MFD).....	13
10.3.2 Radio System.....	14
10.3.2.1 Global Positioning System (GPS).....	14
10.3.2.2 Very High Frequency Radio (VHF).....	14
10.3.2.3 Navigation Receivers.....	14
10.3.3 Audio System.....	14
10.3.4 Cockpit Voice Recorder (CVR).....	14
10.3.5 Flight Management System (FMS) .....	14
10.3.6 Electronic Charts .....	15
10.3.7 Surface Management System .....	15
10.3.8 Distance Measuring Equipment (DME).....	15
10.3.9 Engine Indicating and Crew Alerting System (EICAS) .....	15
10.3.10 Flight Guidance System (FGS) .....	15
10.3.11 Autothrottle.....	16
10.3.12 Air Data System .....	16
10.3.13 Attitude/Heading Reference System (AHRS) .....	16
10.3.14 Transponders with ADS-B Out Capability .....	16
10.3.15 Weather Radar .....	16
10.3.16 Radio Altimeter .....	17
10.3.17 Traffic Collision Avoidance System (TCAS II).....	17

## TABLE OF CONTENTS CONT

10.3.18 Integrated Terrain Awareness Warning System (ITAWS).....	17
10.3.19 Synthetic Vision Technology (SVT).....	17
10.3.20 Emergency Locator Transmitter (ELT).....	17
10.3.21 Standby Instrumentation .....	17
10.3.22 Onboard Maintenance System.....	17
11. INTERIOR .....	18
11.1 Cabin.....	18
11.2 Windows.....	18
11.3 Cabin Lighting System .....	18
11.3.1 Direct Lighting.....	18
11.3.2 Indirect Lighting .....	18
11.3.3 Emergency Lighting.....	18
12. EXTERIOR.....	19
12.1 Exterior Storage .....	19
13. LOOSE EQUIPMENT .....	19
14. EMERGENCY EQUIPMENT .....	20
15. DOCUMENTATION AND TECHNICAL PUBLICATIONS .....	20
16. MAINTENANCE TRACKING PROGRAM .....	21
17. LIMITED WARRANTIES.....	21
17.1 Limited Aircraft Warranty .....	22
17.2 Summary of P&WC's New Engine Limited Warranty .....	25
17.3 Summary of Hartzell's New Propeller Limited Warranty.....	30
18. TRAINING AGREEMENT .....	33

# LIST OF FIGURES

Figure 1: Exterior Dimensions ..... 3

Figure 2: Interior Dimensions ..... 4

Figure 3: Instrumentation ..... 12

Figure 4: Cabin Configuration ..... 18

# INTRODUCTION

This Specification and Description provides general information about the design, performance and standard equipment of the Beechcraft® King Air® 360C (Model B300) with a 'Utility Interior', Serial Number FM-110 to TBD (hereinafter "King Air® 360C" or "Aircraft"). Due to the lapse of time between the date of this publication and Aircraft delivery, Textron Aviation Inc. (hereinafter "Seller") reserves the right to revise this Specification and Description when occasioned by product improvements, government regulations, or other good cause, as long as the revisions do not result in a material reduction in Aircraft performance. If there is a conflict between this Specification and Description and the Aircraft Purchase Agreement into which it is incorporated, the terms and conditions of the Aircraft Purchase Agreement control.

For further information contact:

Textron Aviation Contracts  
Textron Aviation Inc.  
P.O. Box 7706  
Wichita, Kansas 67277-7706

Telephone: 316-517-6000  
E-Mail: [contracts@txtav.com](mailto:contracts@txtav.com)

# THE AIRCRAFT

## 1. GENERAL DESCRIPTION

The King Air® 360C is a twin engine turboprop aircraft fitted with the optional cargo door. The Aircraft with a 'Utility Interior' as described herein forms the baseline for special mission configurations. The Aircraft is certified for a single pilot operation.

Two Pratt & Whitney® Canada PT6A-60A turboprop engines with Hartzell four blade propellers power the King Air® 360C, and a fully integrated Collins Aerospace® Pro Line Fusion® digital avionics suite provides pilot(s) with state-of-the-art touchscreen controls.

### 1.1 Certification

The King Air® 360C is certified in accordance with U.S. 14 CFR Part 23, Commuter Category, including day, night, VFR, IFR, and flight into known icing conditions. The King Air® 360C is compliant with RVSM certification requirements.

Note: The aircraft operator is responsible for ensuring that RVSM operations are authorized and approved by the applicable aviation authority.

### 1.2 Purchaser's Responsibility

International aircraft certification may require modifications to and the incorporation of additional equipment into the Aircraft. The Aircraft purchaser ("Purchaser") is responsible for the costs of any such modifications and incorporation of additional equipment. In addition, the Purchaser is responsible for obtaining approval to operate the Aircraft from the relevant civil aviation authority and for understanding and complying with applicable crew requirements.

## EXTERIOR DIMENSIONS

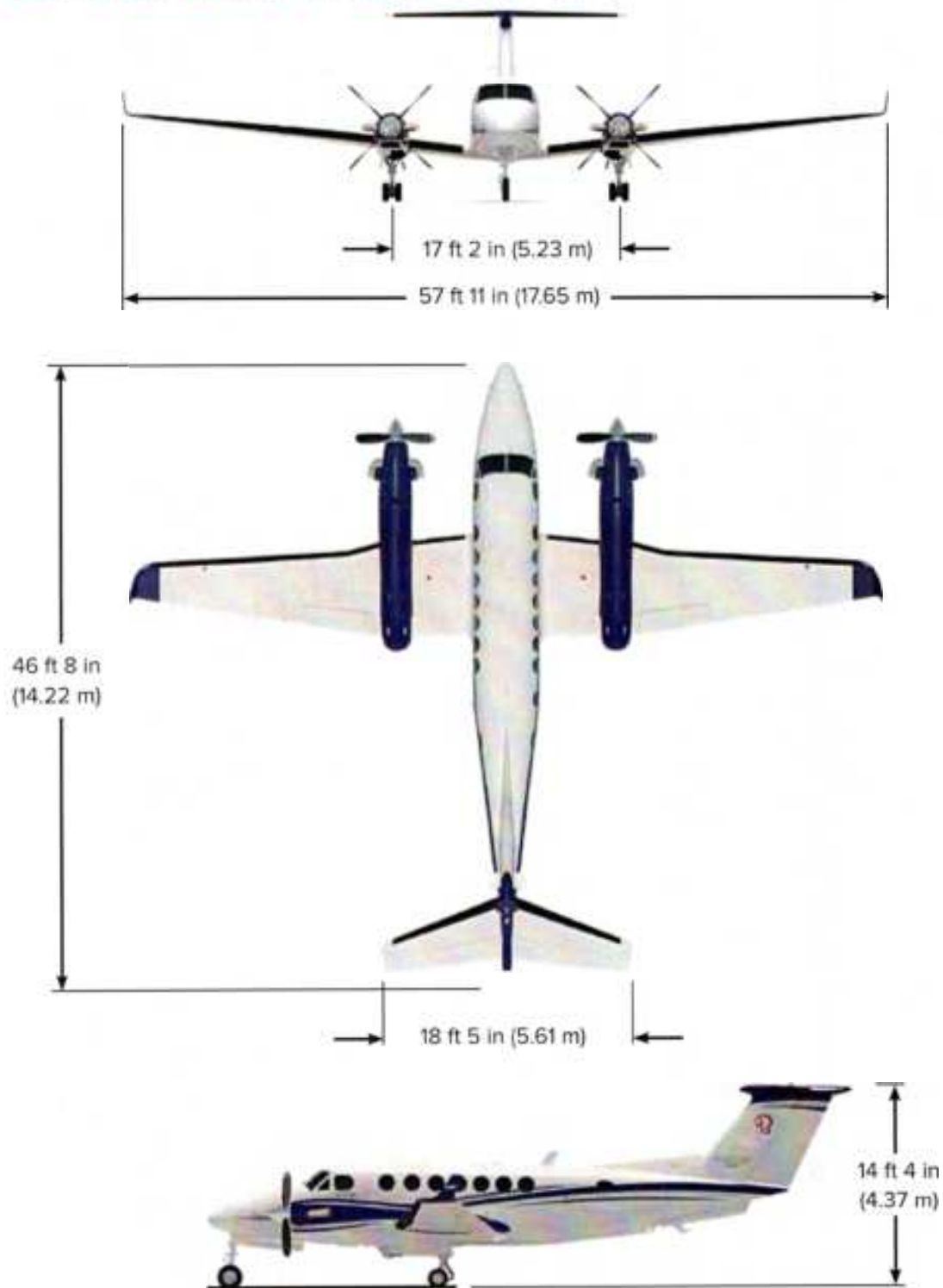


Figure 1: Exterior Dimensions

## INTERIOR DIMENSIONS

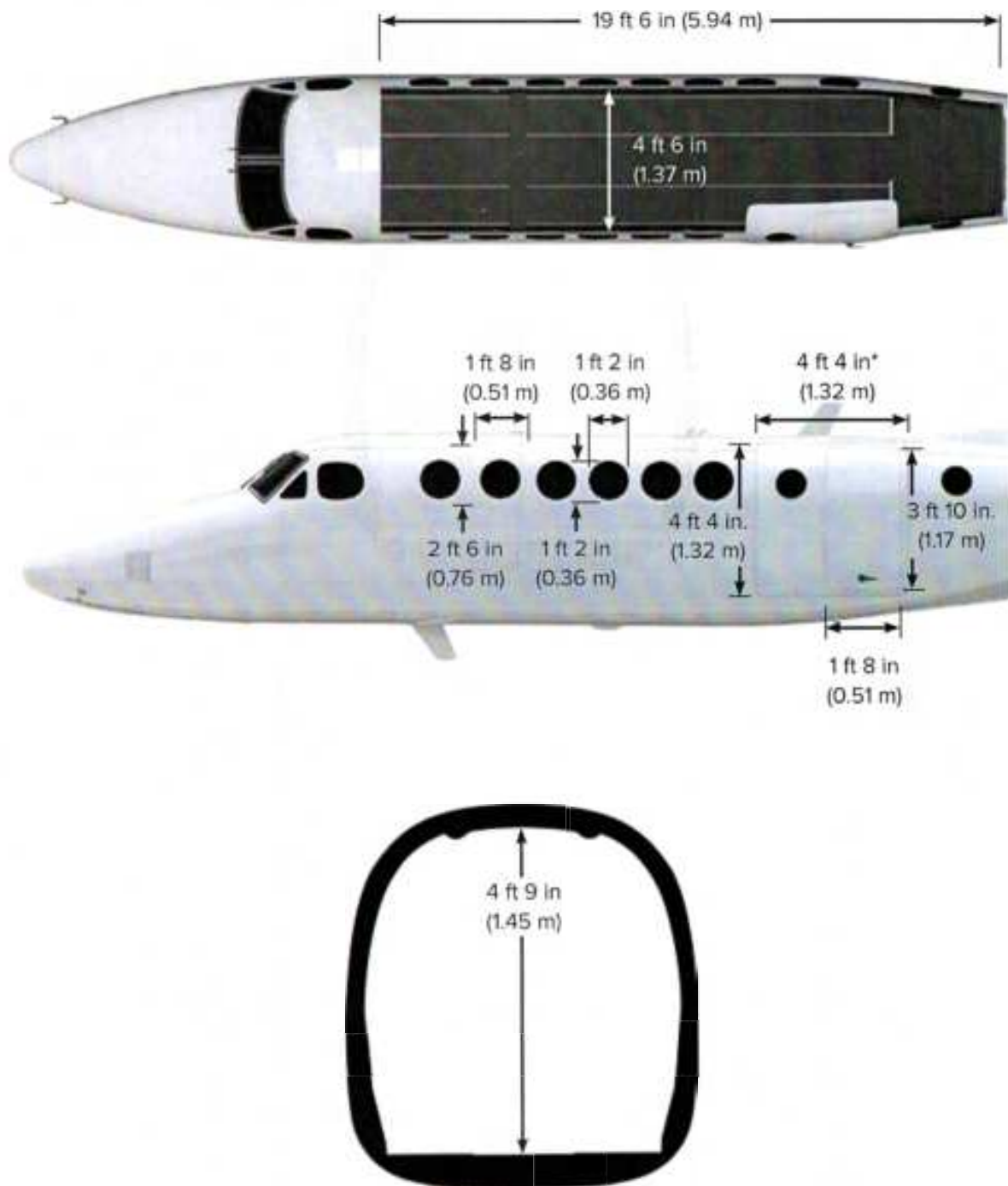


Figure 2: Interior Dimensions

\*Width between door support struts is 4 ft 1 in (1.24m)

### 1.3 Approximate Dimensions

<b>OVERALL HEIGHT</b>	14 ft 4 in (4.37 m)
<b>OVERALL WIDTH</b>	57 ft 11 in (17.65 m)
<b>OVERALL LENGTH</b>	46 ft 8 in (14.22 m)
<b>WHEELBASE</b>	16 ft 3 in (4.95 m)

<b>WING</b>	<b>SPAN</b> (overall) 57 ft 11 in (17.65 m)	<b>AREA</b> 310 ft <sup>2</sup> (28.8 m <sup>2</sup> )	<b>SWEEP</b> (at 25% chord) 0°
<b>HORIZONTAL TAIL</b>	<b>SPAN</b> (overall) 18 ft 5 in (5.61 m)	<b>AREA</b> 68 ft <sup>2</sup> (6.32 m <sup>2</sup> )	<b>SWEEP</b> (at 25% chord) 17°
<b>VERTICAL TAIL</b>	<b>HEIGHT</b> (overall) 14 ft 4 in (4.37 m)	<b>AREA</b> 52.3 ft <sup>2</sup> (4.86 m <sup>2</sup> )	<b>SWEEP</b> (at 25% chord) 37.1°

<b>CABIN INTERIOR</b> (with Utility interior)	<b>HEIGHT</b> (max) 4 ft 9 in (1.45 m)	<b>LENGTH*</b> 24 ft 10 in (7.75 m)	<b>WIDTH</b> (max) 4 ft 6 in (1.37 m)
		<b>LENGTH**</b> 19 ft 6 in (5.94 m)	

\* Cabin Length: Forward pressure bulkhead to aft bulkhead.

\*\* Cabin Length: Cockpit divider to aft bulkhead.

### 1.4 Design Weights and Capacities

<b>MAXIMUM RAMP WEIGHT</b>	15,100 lb (6,849 kg)
<b>MAXIMUM TAKEOFF WEIGHT</b>	15,000 lb (6,804 kg)
<b>MAXIMUM LANDING WEIGHT</b>	15,000 lb (6,804 kg)
<b>MAXIMUM ZERO FUEL WEIGHT</b>	12,500 lb (5,670 kg)
<b>BASIC OPERATING WEIGHT</b> (1 pilot, 200 lb)	9,360 lb (4,241 kg)
<b>FUEL CAPACITY</b> (usable at 6.7 lb/gal)	3,611 lb (1,638 kg)

## 2. PERFORMANCE

All performance data is based on a standard aircraft configuration, operating in International Standard Atmosphere (ISA) conditions with zero wind. Takeoff and landing lengths are based on a flat, even, hard surface at sea level with dry runway. Actual performance will vary with the individual aircraft and other factors such as environmental conditions, aircraft configuration, and operational/ATC procedures.

<b>TAKEOFF FIELD LENGTH</b> (Maximum Takeoff Weight, Flaps Approach, A/C and Bleed Air On)	3,300 ft (1,006 m)
<b>MAXIMUM CERTIFIED ALTITUDE</b>	35,000 ft (10,668 m)
<b>MAXIMUM CRUISE SPEED</b> (+/- 3%) (26,000 feet (7,925 m) altitude; 12,000 pounds (5,443 kg) cruise weight; maximum cruise power)	312 KTAS ( 578 km/hr)
<b>MAXIMUM FERRY RANGE</b> (One pilot, no payload, Max Range Cruise, NBAA IFR Reserves with 100 NM alternate)	1,895 NM (3,506 km)
<b>NBAA IFR RANGE</b> (Max weight, full fuel payload, one pilot, Max Speed Cruise, 100 NM alternate)	1,485 NM ( 2,750 km)
<b>LANDING DISTANCE</b> (Maximum Landing Weight, Flaps Down, no Prop Reverse)	2,692 ft (821 m)
<b>CERTIFIED NOISE LEVELS</b> (Complies with 14 CFR 36, Appendix G)	
Takeoff	72.9 dB(A)

## 3. DESIGN LIMITS

<b>DESIGN LOAD LIMITS</b>	
Flaps Up	-1.24 to +3.10G
<b>OPERATING LIMIT SPEEDS</b>	
V <sub>MO</sub> (sea level to 21,000 ft (6,400 m))	263 KIAS (487 km/hr)
V <sub>MO</sub> (21,000 ft (6,400 m) to 35,000 feet (10,668 m))	263 to 194 KIAS (487 to 359 km/hr)
M <sub>MO</sub>	Mach 0.58 (indicated)
<b>FLAP LIMIT SPEEDS</b>	
V <sub>FE</sub> (Flaps Approach)	202 KIAS (374 km/hr)
V <sub>FE</sub> (Flaps Full Down)	158 KIAS (293 km/hr)
<b>LANDING GEAR LIMIT SPEEDS</b>	
V <sub>LO</sub> (extension)	184 KIAS (341 km/hr)
V <sub>LO</sub> (retraction)	166 KIAS (307 km/hr)
V <sub>LE</sub> (emergency operating)	184 KIAS (341 km/hr)

## 4. FUSELAGE

### 4.1 Design and Construction

The King Air® 360C incorporates a "square oval" fuselage of metallic construction with an internal cabin. A dropped aisle in the passenger cabin provides optimized cabin room and passenger comfort.

### 4.2 Nose Section

The nose section has a contoured radome. The glass and acrylic windshields meet bird resistance requirements of Part 23, Commuter Category; they are electrically heated and defogged.

### 4.3 Interior Spaces

The flight compartment and cabin are described in Section 10 and 11, respectively.

### 4.4 Aft Fuselage

The aft fuselage contains space for the oxygen bottle and cockpit voice recorder. An optional flight data recorder may also be located in this area.

### 4.5 Cargo Door

The King Air® 360C is fitted with a large upward and outward opening cargo door. Integral to the cargo door is a passenger airstair door which allows passengers to enter and exit the cabin without the need to open the main cargo door.

## 5. WING

The Aircraft features a straight wing with semi-monocoque construction incorporating dual spar structures from wing tip to wing tip.

Electrically driven flaps are attached to the trailing edges of each wing.

Winglets of composite construction are fitted at the wingtips to improve performance.

## 6. EMPENNAGE

The empennage features a vertical and horizontal stabilizer in a T-tail configuration.

## 7. LANDING GEAR

### 7.1 Design and Construction

The main landing gear hydraulically retracts forward into each engine nacelle. For back-up operation, the landing gear extension is accomplished by a manual system that requires the landing gear to be pumped down using the alternate extension handle.

### 7.2 Nosewheel Steering

The nose gear assembly is of conventional strut design. Nosewheel steering is mechanically actuated by the rudder pedals.

### 7.3 Brakes and Tires

The multi-disc, metallic-lined brake assemblies, one at each main gear wheel, are hydraulically operated.

The King Air® 360C is equipped with dual wheels and tires on the main gear (four tires; two each left and right main) and a single wheel and tire on the nose gear.

	PLY	MAX SPEED RATING	SIZE
<b>NOSE GEAR TIRES</b>	8	160 mph	22 x 6.75-10
<b>MAIN TIRES</b>	10	190 mph	22 x 6.75-10

## 8. PROPULSION

### 8.1 Powerplant

The Aircraft is powered by two Pratt & Whitney® Canada PT6A-60A turboprop engines installed on the wings. The PT6A-60A engines are free turbines, therefore, the power requirement during engine start is relatively low.

The propulsion system is operated by the power levers, propeller levers, and condition levers.

<b>TAKEOFF POWER RATING</b> (at sea level)	1,050 SHP EACH
<b>FLAT RATED TO</b>	ISA+10°C
<b>HOT SECTION INSPECTION/TBO</b>	1,800 HR/3,600 HR

## 8.2 Propellers

Each engine is equipped with an aluminum Hartzell 105-inch diameter four blade, full feathering, constant speed propeller.

# 9. SYSTEMS

## 9.1 Flight Controls

The manually operated primary flight controls are mechanically operated through a push rod, cable and bellcrank system. The primary flight controls consist of one aileron on each wing, one elevator on the horizontal tail and one rudder on the vertical tail.

Secondary flight controls include mechanical trim for the roll and yaw systems, as well as mechanical and electrical trim for the pitch system. Four flaps, mounted on the wings are electrically operated by the Direct Current (DC) system. All control surfaces are of aluminum construction. A single yaw damper system improves performance and comfort.

## 9.2 Fuel System

The King Air® 360C features a conventional, large capacity fuel system that provides an independent fuel supply for each engine.

There are two separate systems connected by a crossfeed line. The fuel system for each engine is further divided into a main and auxiliary fuel system. The main system consists of a nacelle tank, two wing leading edge tanks, two box section bladder tanks, and an integral (wet cell) tank, all interconnected to flow into the nacelle tank by gravity.

The auxiliary fuel system consists of a center section tank with its own filler opening and an automatic fuel transfer system to transfer the fuel into the main fuel system. When the auxiliary tanks are filled, they will be used first.

Fuel is supplied to the engines through an engine driven fuel pump mounted on the accessory case in conjunction with the fuel control unit.

Refueling is accomplished through over wing filler ports with flush mounted fuel caps.

The King Air® 360C is certified for a variety of fuels.

Total useable fuel is 3,611 lb (1,638 kg).

## 9.3 Electrical System

The Aircraft's electrical system is powered by two engine-driven 28V DC, 325 amp, starter/generators. The Aircraft's battery is a 24 volt, 42 ampere-hour lead acid battery, which is located in the right inboard wing leading edge. A 28V DC external power receptacle is provided for connection of an external power unit.

Power from these sources is distributed through the DC electrical power distribution system, which provides power to the individual electrical loads through a multi-bus system. If all engine-driven power is lost, the Aircraft main battery provides power to the triple-fed bus for a limited period of time.

A 1,000 volt-ampere inverter located in the center fuselage under the floor provides 115 volt 60 Hz AC power to four electrical outlets located in the cabin.

## 9.4 Exterior Lighting System

### 9.4.1 Primary

Standard exterior lighting consists of recognition lights, landing lights, position lights, white flashing beacons on tail and fuselage, strobe lights on the wing tips and tail, and taxi lights (located on the nose landing gear).

### 9.4.2 Secondary

Courtesy lights illuminate the entrance door area. 'Logo' lights located in the horizontal tail illuminate the vertical stabilizer. Other secondary lighting includes two wing leading edge ice lights.

## 9.5 Pressurization and Environmental System

Bleed air from each engine supplies cabin pressurization through a pressurization controller. The pressurization control system automatically schedules cabin altitude. Cabin pressure, cabin altitude, and cabin rate of change are displayed on the Multifunction Display. Engine bleed air is also utilized to warm the cockpit and cabin.

### CABIN PRESSURIZATION\*

Nominal Maximum Pressurization Differential	6.8 PSiD
Cabin Altitude at Aircraft's Certified Ceiling	9,620 ft @ 35,000 ft

\*NOTE: Nominal cabin pressurization differential refers to the control setpoint programmed into the pressurization controller. There can be variances from this value due to system design tolerances.

A supplemental heating system is provided for cabin heating on the ground through the Aircraft electrical system or by a 28V ground power cart.

## 9.6 Oxygen System

An automatic dropout oxygen mask is provided for each passenger. Pressure demand masks are provided for the crew. Oxygen pressure readout is provided by a gauge located on the co-pilot's right sub-panel.

## 9.7 Anti-Icing System and Rain Removal

### 9.7.1 Ice

An inertial separation system is built into each engine air inlet to prevent moisture particles from entering the engine inlet plenum under icing conditions. Engine exhaust heat is utilized for heating the engine air inlet lips. The wing leading edge and horizontal stabilizer leading edge anti-icing boots are driven by bleed air. Electric heat is used to remove ice from the windshield, pitot mast, fuel vent, propellers and stall warning vane.

### 9.7.2 Rain

The windshield has dual, two speed electromechanical windshield wiper system for rain removal on the ground and during slow speed flight operations.

## 9.8 Hydraulic System

The hydraulic system is powered by an electric motor-driven pump and provides hydraulic pressure for landing gear retraction and extension.

# 10. FLIGHT COMPARTMENT

## 10.1 General

The Collins Aerospace® Pro Line Fusion® is the featured avionics suite on the King Air® 360C. Three full-color Electronic Flight Instrumentation System (EFIS) Adaptive Flight Displays featuring touch screen operation are included.

Two complete crew stations are furnished with dual controls, including control columns, adjustable rudder pedals, and brakes. Each crew seat features an adjustable headrest and inboard armrest and includes a four-point restraint harnesses with some storage space provided behind each seat. The oxygen system provides two pressure demand masks with microphones for the crew members. The oxygen masks are stored in the overhead roof panel and circuit breaker panels are located on both the pilot's and co-pilot's sidewalls.

Illuminated panels, instrument floodlights, push button switches, and background lighting are standard in the flight compartment.

## 10.2 Instrumentation



1. Pilot's Primary Flight Display (PFD)	6. Autothrottle
2. Multi-Function Display (MFD)	7. Audio Panels
3. Copilot's Primary Flight Display (PFD)	8. Flight Guidance Panel
4. Multifunction Keypad	9. Electronic Standby Instrument System
5. Cursor Control Panels	

Figure 3: Instrumentation

## 10.3 Avionics

The Collins Aerospace® Pro Line Fusion® Integrated avionics system includes three touchscreen LCD panels, flight crew radio communications, Flight Management System, Engine Indicating and Crew Alerting System, Automatic Flight Control System, Air Data System and Attitude/Heading Reference System.

During the normal course of aircraft manufacturing, maintenance, and operation, technicians install or update certain software and data onto standard and optional avionics and other equipment. During the course of such installation, it may be necessary to digitally "accept" or otherwise consent to certain supplier required end-user license agreements ("EULA") and other terms and conditions in order to proceed with the software or data installation process. These are commonly referred to as "click-wrap" or "click-through" digital agreements. Purchaser hereby authorizes and consents to technicians clicking "accept" on such agreements and agrees to be bound by the terms of such agreements. Purchaser acknowledges and agrees to independently review such "click-wrap" agreements.

### 10.3.1 Flight Displays

The Pro Line Fusion® system includes three 14-diagonal-inch, high-resolution Liquid Crystal Displays (LCD) in widescreen, landscape orientation. The two outer displays are the Primary Flight Displays. The Multi-Function Display is centrally located. The primary and multi-function displays incorporate touchscreen technology to allow for interactive control of display functions.

#### 10.3.1.1 Primary Flight Displays (PFDs)

The two PFDs are located on the pilot's and copilot's instrument panels. The PFDs display primary attitude, heading, altitude, airspeed, navigation, flight guidance and pilot selectable formats.

#### 10.3.1.2 Multi-Function Display (MFD)

The MFD provides display of engine indication, crew alerting messages and pilot selectable formats including maps, charts, weather, navigation data, avionics diagnostics and checklist.

All Flight Displays can operate in full-screen or split-screen mode. Multiple reversionary modes provide for control redundancy.

Applicable subscription services are the Purchaser's responsibility.

### 10.3.2 Radio System

The radio system includes the Global Positioning System, Wide Area Augmentation System (WAAS) receivers, Very High Frequency (VHF) communication radios, VHF navigation radios and glideslope receivers in addition to supporting input-output processing and Flight Director functions.

#### 10.3.2.1 Global Positioning System (GPS)

The Pro Line Fusion® system includes a single GPS with WAAS/LPV receiver.

#### 10.3.2.2 Very High Frequency Radio (VHF)

The Pro Line Fusion® system includes two standard VHF voice radios. The VHF voice radios are controlled by the flight crew through the touch screen or multifunction keypad.

#### 10.3.2.3 Navigation Receivers

The Pro Line Fusion® system includes two standard VHF navigation radios controlled by the flight crew through the touch screen or multifunction keypad.

### 10.3.3 Audio System

The dB Systems model 700 amplifiers with Model 804 (pilot) / Model 805 (copilot) Audio Panels feature dual auto COMM and audio switches, crew interphone, dual cockpit speakers, microphone key button on pilot and copilot control wheels, dual hand-held microphones, dual boom microphone handsets, voice and ident filters.

### 10.3.4 Cockpit Voice Recorder (CVR)

A Solid State Cockpit Voice Recorder (CVR) with a 120 minute recording time is included with the Aircraft.

### 10.3.5 Flight Management System (FMS)

A dual Flight Management System (FMS) is fully integrated into the Pro Line Fusion® system. Each FMS provides navigation and flight planning. Supported features include (among others):

- Map Displays — Moving map on the MFD
- Flight Planning — Direct-To navigation, lateral and vertical navigation, procedures, etc.; flight planning is controlled by the touchscreen, cursor control panels or multifunction keypad. Flight plans can also be uploaded via USB.

- Enroute and terminal operations
- Navigational Operations based upon VOR/DME, DME/DME and GPS providing RNP 0.3 accuracy and WAAS/LPV approach capability and Radius-to-fix (RF) legs.

Applicable subscription services are the Purchaser's responsibility.

### 10.3.6 Electronic Charts

The Electronic Charts function allows the crew to view geo-referenced electronic navigation charts that display "own-ship" aircraft position for enhanced situational awareness during approaches. Airport diagrams can be displayed after landing to make surface navigation easier. Displaying charts on each PFD is an optional feature.

Applicable subscription services are the Purchaser's responsibility.

### 10.3.7 Surface Management System

The Surface Management System provides automated checks and aural advisories to the flight crew, and adds a visual overlay that highlights the target runway on the airport chart display.

Pro Line Fusion® supports runway awareness by displaying aircraft position during taxi. Should an unsafe takeoff or landing operation occur aural alerts and other annunciators provide additional situational awareness.

### 10.3.8 Distance Measuring Equipment (DME)

A single DME-4000 unit is integrated into the Pro Line Fusion® system. This unit provides DME information to the pilots and provide scanning DME/DME input capability for the Flight Management System.

### 10.3.9 Engine Indicating and Crew Alerting System (EICAS)

The Engine Indicating and Crew Alerting System (EICAS) provides an electronic display of primary engine operating information and provides alerts and display changes when operating outside limits. Crew alerts include caution, warning, advisory and status annunciators on the MFD.

### 10.3.10 Flight Guidance System (FGS)

The Automatic Flight Control System (AFCS) is part of the Pro Line Fusion® system. The AFCS can be divided into the following functions:

- Flight Director—The Flight Director provides vertical/lateral mode selection and processing, command bars showing pitch/roll guidance, and pitch/roll commands to the autopilot.

- Autopilot—The autopilot provides automatic flight control in response to Flight Director steering commands, attitude and rate information and airspeed.
- Yaw Damper—The yaw damp actuator provides Dutch roll damping and turn coordination in response to yaw rate, roll angle, lateral acceleration and airspeed.
- Automatic Pitch Trim—The pitch trim system provides automatic pitch trim when the autopilot is engaged.

#### 10.3.11 Autothrottle

The IS&S ThrustSense Autothrottle provides automatic control of each engine's power through commanding the thrust levers to achieve the desired torque or airspeed based on the Aircraft's phase of flight and the pilot defined mode of operation. When engaged by the pilot, the autothrottle is designed to prevent the Aircraft from entering underspeed, overspeed, overtemperature and overtorque conditions through constant monitoring technology and is controlled via the IS&S Electronic Standby Instrument System (ESIS).

#### 10.3.12 Air Data System

The Air Data System (ADS) supplies digital output signals (airspeed and altitude) to the AHRS, transponders and Flight Guidance System. The system is RVSM capable.

#### 10.3.13 Attitude/Heading Reference System (AHRS)

The Attitude/Heading Reference System (AHRS) provides attitude, heading and flight dynamics information to the flight control and display system.

#### 10.3.14 Transponders with ADS-B Out Capability

The Pro Line Fusion® system includes dual TDR-94D solid-state, airborne, Mode A/C/S air traffic control Transponders with Flight ID and is ADS-B Out compliant with the DO-260B standard.

#### 10.3.15 Weather Radar

Weather radar information is provided via the solid state color Multi-Scan RTA-4112 weather radar system. The system combines multiple radar scans at pre-selected tilt angles in order to detect short, mid, and long range weather. The display presentation represents an optimized weather picture regardless of the aircraft altitude or the range selected. The radar is fully automatic and offers ground clutter suppression as well as turbulence detection.

### 10.3.16 Radio Altimeter

The Pro Line Fusion® system includes one standard ALT-4000 radar altimeter unit that provides altitude information from 0 to 2,500 feet (762 m) AGL.

### 10.3.17 Traffic Collision Avoidance System (TCAS II)

A Collins Aerospace® TTR-4100 system is included, providing traffic and resolution advisories. This system is compliant with Change 71 regulatory requirements.

### 10.3.18 Integrated Terrain Awareness Warning System (iTAWS)

The Collins Aerospace® iTAWS system includes a Class A Terrain Awareness and Warning System (TAWS) displayed on the PFD and MFD. The system provides predictive warnings with enhanced TAWS visual cues including TAWS alerts shown on the synthetic vision.

### 10.3.19 Synthetic Vision Technology (SVT)

Pro Line Fusion® Synthetic Vision Technology (SVT) is included. The system presents terrain and obstacle information on the PFDs in a dynamic, three-dimensional format, providing for increased situational awareness. Airports, runways, heading, traffic, color-coded terrain alerts and a flight path indicator display through the SVT.

Applicable subscription services are the Purchaser's responsibility.

### 10.3.20 Emergency Locator Transmitter (ELT)

An Artex C406N Emergency Locator Transmitter (ELT) is located in the tail of the aircraft. A control switch is located in the flight compartment. The ELT transmits on 121.5, 234 and 406 MHz.

### 10.3.21 Standby Instrumentation

An IS&S Electronic Standby Instrument System (ESIS) provides autothrottle control as well as back-up display of attitude, heading, airspeed, and altitude with back-up battery.

### 10.3.22 Onboard Maintenance System

The Onboard Maintenance System provides data to the flight line technician to be used for aircraft maintenance. The system collects data from the various components of the avionic system and provides fault detection and analysis as well as identification, recording and display of maintenance information on the MFD.

## INTERIOR

### 10.4 Cabin

There is one main cabin door, with integral air stairs, that is manually operated. The cabin is separated from the flight compartment by a 3/4 length curtain. The cabin extends from the flight compartment door to the aft pressure bulkhead. A dropped aisle extends aft of the wing spar through the cabin. An emergency exit hatch is located on both the left and right hand side.

A 'Utility Interior' provides a smooth hard vinyl interior surface with no seats, cabinetry or toilet. A durable vinyl floor covering is provided in this baseline configuration.

Certified burn-resistant materials are used throughout the cabin and flight compartment. Cabin noise and vibration from the propellers is reduced through the use of bagged insulation, sound dampening trim panels and a number of dynamic vibration absorbers mounted throughout the cabin and flight deck.

### 10.5 Windows

Fifteen cabin windows are equipped with a rotating inner pane which is polarized to provide dimming capability. Two additional clear windows are located in the rear baggage compartment.

### 10.6 Cabin Lighting System

#### 10.6.1 Direct Lighting

General LED lighting, entrance door step and emergency exit lights are located in the passenger cabin.

#### 10.6.2 Indirect Lighting

Accent lighting is located in the dropped aisle.

#### 10.6.3 Emergency Lighting

Emergency Exit Lighting (in the cabin and over the wing) runs via the Emergency Lighting Battery Pack in case of a power interruption.



Figure 4: Cabin Configuration

## 11. EXTERIOR

A white polyurethane paint base coat is provided.

The available registration number of Purchaser's choice will be painted on the Aircraft at no additional cost to Purchaser. It may be necessary to use a temporary registration number until the number selected by Purchaser is assigned to the Aircraft by the appropriate aviation authority.

### 11.1 Exterior Storage

Two exterior compartments located in the wing nacelles offer external storage. These areas are unheated and unpressurized.

	WEIGHT	VOLUME
<b>EXTERIOR STORAGE AREA (each nacelle)</b>		
Max: 72 in (1.83 m) L 28 in (0.71 m) W 12 in (0.30 m) H	300 lb (136 kg)	8.0 ft <sup>3</sup> (0.23 m <sup>3</sup> )

## 12. LOOSE EQUIPMENT

Bleed Air Plugs (2)

Bose® Aviation Headset (2)

Cargo Door Stabilizer (1)

Engine Inlet Plugs (2)

Flight Bag

Fuel Sump Drain Wrench (1)

Gust Lock Assembly

First Aid Kit

Pitot Tube Covers (2)

Propeller Slings (2)

Shorting Plug (1)

## 13. EMERGENCY EQUIPMENT

Crew & Passenger Oxygen

Fire Extinguisher in Cockpit and Cabin

Flashlight

## 14. DOCUMENTATION AND TECHNICAL PUBLICATIONS

The following will be provided to Purchaser.

### **Print material:**

Aircraft Technical Log, Section 3, Engine (2)

Aircraft Technical Log, Section 3, Propeller (2)

Avionics Pilots Guides

Flight Log

Pilot's Checklist

Pilot's Operating Handbook/Airplane Flight Manual

Maintenance Information Sheet

Maintenance/Inspection Log

Supplementary Log

### **Accessible via online subscription at <https://ww2.txtav.com>.**

Component Maintenance Manual

Maintenance Manual

Illustrated Parts Catalog

Printed Circuit Board Manual

Structural Inspection Repair Manual

Wiring Diagram Manual

Documents providing instructions for continued airworthiness are provided at [ww2.txtav.com](https://ww2.txtav.com).

### **Available post-delivery:**

Seller will provide online access to (i) Pilot's Check List, (ii) Pilot's Operating Manual/ Aircraft Flight Manual, and (iii) the Maintenance Library for one (1) year beginning on start date of the airframe warranty. Continued online access is available through a paid subscription which is Purchaser's responsibility.

Purchaser will receive Safety of Flight Information on paper at no cost to Purchaser for as long as Purchaser owns or operates the Aircraft. For more information on this free service contact TMDC@txtav.com.

Seller's Documentation and Technical Publications include proprietary data which is to be used solely for direct maintenance and operation of the Aircraft. Any other use of Seller's proprietary data requires a data license agreement to be separately negotiated. Using Seller's proprietary data to modify the Aircraft is one example of when a separate data license agreement is required.

## **15. MAINTENANCE TRACKING PROGRAM**

The Aircraft will deliver with an online computerized maintenance record service for one year from the date the Aircraft is delivered to the Purchaser.

This service provides management and operations personnel with the reports necessary for the efficient control of maintenance activities. The service provides an accurate and simple method for staying abreast of aircraft components, inspections, service bulletins, and airworthiness directives while providing aircraft records of maintenance performed.

On demand reports show the current status, upcoming scheduled maintenance activity, and historical aircraft maintenance. Semi-annual reports concerning projected annual maintenance requirements, component removal history, and fleet-wide component reliability are provided as part of the service.

Services are provided through a secure Internet site and require a computer with Internet connectivity. A local printer is required to print paper versions of the online reports and documentation.

## **16. LIMITED WARRANTIES**

The Seller's King Air® 360C Limited Aircraft Warranty (Limited Aircraft Warranty) covers the Aircraft structure (defined below) other parts of the Aircraft not included in the definition of Aircraft Structure, Avionics hardware and software as noted below, Exterior Paint and Interior Finish items. The engines are warranted by Pratt and Whitney® Canada Corp. (P&WC). The propellers are warranted by Hartzell Propeller Inc. (Hartzell). The Limited Aircraft Warranty and summaries of P&WC new engine and Hartzell new propeller limited warranties are set out below.

## 16.1 Limited Aircraft Warranty

### Periods

The Seller warrants each new King Air® 360C to be free from defects in material and workmanship for the following periods after delivery of the Aircraft to the Purchaser.

- (a) Five years on Aircraft Structure (fuselage, empennage, wing and control surfaces); and
- (b) Two years or 1,200 operating hours, whichever occurs first, for each part of the Aircraft not mentioned in (a) above, except avionics hardware and avionics software, engines and propellers;
- (c) Five years for standard Collins Aerospace® Avionics hardware and one year for Collins Aerospace® avionics software; and
- (d) Two years or 400 operating hours, whichever occurs first, for Exterior Paint and Interior Finish items.

Any remaining term of this Limited Aircraft Warranty automatically transfers to subsequent purchasers of the Aircraft.

### Definitions

Support Facility means Textron Aviation Parts Distribution, Textron Aviation-owned service facilities, and service facilities authorized by Textron Aviation to perform warranty service on the Aircraft.

Service Facility means Textron Aviation-owned service facilities and service facilities authorized by Textron Aviation to perform warranty service on the Aircraft.

Warranty Holder means Aircraft owner.

### Seller's Obligation

#### Parts

Seller's obligation under this Limited Aircraft Warranty is limited to repairing the defective part or replacing the defective part with an exchange part, in Seller's sole discretion, when:

- (a) the failure occurs within the applicable warranty period;
- (b) all of the following occur within 30 days of failure for a U.S. Warranty Holder and 45 days of failure for an international Warranty Holder:

- (i) a claim is made and a Textron Aviation Return Authorization is issued;
  - (ii) the part is returned at the Warranty's Holders expense to the Support Facility from where the replacement part is procured; and
  - (iii) the return part is accompanied by the Textron Aviation issued Return Authorization; and
- (c) the Support Facility identifies the part and determines the part is defective.

The Seller may refuse a warranty claim not submitted within the above time frame.

Replacement parts are only warranted for the remainder of the applicable, original Limited Aircraft Warranty period. In other words, a new warranty period is not established for replacement parts.

No Aircraft part or equipment will be regarded as breaching this Limited Aircraft Warranty merely because, subsequent to its delivery, some modification or alternation becomes necessary for product improvements or in order to meet a change in the requirements of applicable Federal Aviation Regulations.

#### Service

Service under this Limited Aircraft Warranty must be performed at a Service Facility. The Warranty Holder will not be charged for parts or labor covered by this Limited Aircraft Warranty. The location of Service Facilities is available on the Seller's website.

#### **Warranty Holder's Responsibility**

All freight, transportation expenses, import duties, customs brokerage fees, sales taxes and use taxes, if any, on warranty repairs or replacement parts are the Warranty Holder's sole responsibility. The Warranty Holder is responsible for the cost of getting the Aircraft to and from a Service Facility.

#### **Application**

This Limited Aircraft Warranty applies to Aircraft operated under normal, conventional, non-military use. It applies only to the repair or replacement of defective parts that have been used, maintained, and operated in accordance with the Federal Aviation regulations and the applicable manuals, bulletins, communications, or other written instructions of the Aircraft or component manufacturers.

## Limitations

This Limited Aircraft Warranty does not apply to:

- (a) normal maintenance services (such as engine adjustments, cleaning, control rigging, brake and other mechanical adjustments, and maintenance inspections);
- (b) the replacement of service items (such as brakes, lights/bulbs, filters, de-ice boots, hoses, belts, tires, batteries, rubber-like items, fuel or lubricants);
- (c) normal deterioration of appurtenances (such as paint, cabinetry, and upholstery);
- (d) damage due to wear, exposure, environmental elements, and neglect;
- (e) parts, components or systems that have been modified or altered after delivery other than by the Aircraft manufacturer or in accordance with an alternation scheme approved in writing by Textron Aviation;
- (f) items that have been subjected to misuse, abuse, negligence, accident, foreign object damage (FOD);
- (g) items that have been installed, repaired, or altered by repair facilities not authorized by Textron Aviation;
- (h) items that, in Textron Aviation's sole discretion, have been installed, repaired, or altered by other than Textron Aviation-owned service facilities contrary to applicable manuals, bulletins, and other written instructions provided by Textron Aviation so that the performance, stability, or reliability of such items are adversely affected;
- (i) any part or system that has been modified or altered by a third party at the Warranty Holder or its predecessor's request and any part or system of the Aircraft affected by such modified or altered part or system;
- (j) vendor subscription services (including for items covered by the Limited Aircraft Warranty), software (except as specifically set out herein) and databases (collectively "Services"), and patches, replacements, revisions, updates or upgrades thereto (collectively "Updates") and any impairment to the Aircraft or its components caused by Services or Updates; and
- (k) Warranty Holder or predecessor's furnished equipment.

The warranty provided for life-limited parts is pro-rated. For Aircraft components, parts, or systems with life limitations Seller's liability under this Limited Aircraft Warranty is limited to the remaining pro-rated life of the defective part, calculated as of the date the defect is discovered and reported to Seller and per additional

terms administered by Textron Aviation's Warranty Department. Nothing about this provision will be construed to extend the total warranty period beyond the applicable Periods set out above. All warranty Periods expires as noted above, regardless of any remaining life limits on parts.

WITH THE EXCEPTION OF THE WARRANTY OF TITLE AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, THIS LIMITED AIRCRAFT WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, APPLICABLE TO THE AIRCRAFT. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. SELLER SPECIFICALLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES OF REPAIR OR REPLACEMENT OF THE DEFECTIVE PART(S) AS SET OUT HEREIN ARE THE ONLY REMEDIES UNDER THIS LIMITED AIRCRAFT WARRANTY. SELLER EXPRESSLY AND SPECIFICALLY DISCLAIMS ALL OTHER REMEDIES, OBLIGATIONS, AND LIABILITIES, INCLUDING, BUT NOT LIMITED TO, LOSS OF AIRCRAFT USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOSS OF PROFITS, LOSS OF GOODWILL, DIMINUTION OF MARKET VALUE, AND ANY AND ALL OTHER CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, MULTIPLE OR PUNITIVE DAMAGES, OR ANY DAMAGES TO THE AIRCRAFT CLAIMED BY PURCHASER OR ANY OTHER PERSON OR ENTITY UPON THE THEORIES OF NEGLIGENCE OR STRICT LIABILITY IN TORT. SELLER NEITHER ASSUMES NOR AUTHORIZES ANYONE ELSE TO ASSUME ON ITS BEHALF ANY FURTHER OBLIGATIONS OR LIABILITY PERTAINING TO THE AIRCRAFT NOT CONTAINED IN THIS LIMITED AIRCRAFT WARRANTY.

THIS LIMITED AIRCRAFT WARRANTY WILL BE CONSTRUED UNDER THE LAWS OF THE STATE OF KANSAS AND ANY DISPUTES AND/OR CLAIMS ARISING THEREFROM WILL BE EXCLUSIVELY RESOLVED IN THE STATE AND/OR FEDERAL COURTS LOCATED IN WICHITA, KANSAS. THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THE FORUM CHOSEN AND WAIVE THEIR RIGHT TO JURY TRIAL. ANY ACTION BY PURCHASER FOR BREACH OF THIS WARRANTY MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. THE CAUSE OF ACTION ACCRUES WHEN THE PURCHASER FIRST LEARNS THAT THE WARRANTY HAS BEEN BREACHED.

## **16.2 Summary of P&WC's New Engine Limited Warranty**

The Aircraft engines are warranted by P&WC.

The following is a summary of the P&WC warranty for new PT6A engines. Please refer to the P&WC warranty documentation for complete terms and conditions. If there is an inconsistency between the summary provided herein and complete P&WC warranty documentation, the latter controls.

P&WC warrants that the new Engine will be free from defects in material and/or manufacturing workmanship, and is covered for 2,500 Engine operating hours or 5 years [after delivery to the first operator], whichever occurs first, during which time P&WC will:

at its option, repair or replace any Engine parts found to be defective including resultant damage to the Engine. Replacement parts may be new or serviceable. When P&WC supplies a replacement part, or issues credit towards the acquisition of a new part, the removed part becomes the property of P&WC.

pay reasonable removal and reinstallation labour for the Engine or Engine parts, and reasonable transportation charges (excluding insurance, duties, brokerage fees, and taxes) to and from the facility designated by P&WC Warranty Administration.

Following the expiration of the Basic Coverage Period, P&WC offers the Primary Parts Service Policy ("PPSP") and the Extended Engine Service Policy ("EESP"), which it may cancel or change at any time.

#### **What is not covered**

##### Costs of normal scheduled maintenance services

routine line maintenance and adjustment costs; or

Hot Section Inspection (HSI) and refurbishment costs; or

Engine overhaul or major refurbishment costs; and

any other costs related to Engine maintenance not specifically covered under this Policy.

##### Normal deterioration

normal wear and tear and deterioration (note: a worn part capable of continued operation which, because it has been accessed, must be restored using repair schemes fully described in the applicable P&WC Engine Maintenance and/or Overhaul Manuals, is considered normal); and

no warranty coverage is provided for the overhaul life of assemblies, service life limits of parts, and/or operating time limits.

##### Unsupported parts

P&WC reserves the right to exclude Policy coverage (i) for the following parts, and (ii) for subsequent Engine repairs or damages directly attributable to the use of the following parts which:

are not originally supplied by P&WC or its authorized distributors and accompanied by the P&WC Manufacturer's Release Certificate or Canadian Department of Transport Certificate of Airworthiness, as applicable; or

are not identified in the applicable P&WC Illustrated Parts Catalogue ("IPC") and accompanied by the Supplier's Release Certificate; or

are not repaired in accordance with P&WC approved repair processes; or

are not traceable, e.g. insufficient supporting documentation; and

have been involved in an accident and for other part or Engine failure attributable to that part.

#### Factors beyond P&WC's control

improper storage, usage, maintenance or operation of an Engine, part or accessory (e.g. non-compliance with P&WC's written instructions, including without limitation, the applicable P&WC Engine Maintenance and Overhaul Manuals, P&WC Service Bulletins, or with the Aircraft Flight Manuals, and airworthiness regulations);

any work performed on Engines without due cause, such as pre-purchase inspections, or scheduled maintenance performed at other than P&WC recommended intervals;

accidents, collisions, propeller strikes, fire, flood, lightning strike, theft, explosion, riot, war, rebellion, seizure or any other belligerent acts, foreign object damage (FOD), erosion, corrosion, sulphidation or any other damage due to the operating environment;

alteration to, modification of, or tampering with any Engine, part or accessory after delivery by P&WC, other than strictly in accordance with the applicable P&WC manuals and this Policy;

use of stolen parts, or use of a part or Engine from which P&WC's name, part number, identification mark or serial number has been removed or defaced;

workmanship performed by a facility other than P&WC-owned manufacturing facilities;

repair or overhaul of a defective part or Engine at a facility other than a facility designated by P&WC Warranty Administration;

unused cycles (stub life) of an LCF part removed at the operator's request prior to reaching the service limit;

Engines operated by a military, para-military or government service unless it is determined, at the sole discretion of P&WC, that the Engine has not been used in operations or on flight missions which compromise Engine or parts life or reliability when compared to typical commercial, corporate, or private transportation operations;

insurance, duties, brokerage fees, and taxes;

any other factor beyond P&WC's control which is not specifically listed herein.

In addition, as all of the above are considered to be factors beyond P&WC's control, no pro-rata credit per the PPSP will be awarded on Primary Parts replaced, repaired, or exchanged following access to the Engine due to any of the above.

#### **Owner/operator responsibilities**

The coverage provided herein is subject to the following conditions:

##### **Maintenance**

The Engine must be operated and maintained in accordance with P&WC's written instructions including, without limitation, the applicable P&WC Engine Maintenance and Overhaul Manuals, P&WC Service Bulletins, as well as the Aircraft Flight Manual and airworthiness regulations.

##### **Maintenance records**

Adequate records of Engine operation and maintenance must be kept. Upon request, P&WC is entitled to have access to such records.

##### **For Warranty service**

P&WC must be notified of any Defect within thirty (30) days of discovery, and any claim must be submitted within one hundred and eighty (180) days after such discovery.

Any claim, which may include the return of defective parts, must be made through the P&WC source of supply (identified in the applicable P&WC IPC), or the P&WC designated facility or distributor which will furnish or has furnished the replacement parts.

For any warranty work (including, without limitation, disassembly), the Engine must be sent to a facility designated by P&WC Warranty Administration, in accordance with P&WC's written instructions. Any work performed at a facility other than a facility designated by P&WC Warranty Administration, without prior written authorization from P&WC Warranty Administration, will be at the claimant's expense.

#### Limitation of P&WC Liability

**THIS IS THE ONLY WARRANTY APPLICABLE TO THE SELECTED PT6A ENGINES IDENTIFIED ON THE TITLE PAGE OF THIS DOCUMENT, INSTALLED IN TEXTRON AVIATION INC. AIRCRAFT AND OPERATED IN NON-MILITARY AIRCRAFT USED IN COMMERCIAL, CORPORATE, OR PRIVATE TRANSPORTATION SERVICE, AND IS GIVEN AND ACCEPTED IN PLACE OF ALL OTHER EXPRESS, IMPLIED OR STATUTORY TERMS, REPRESENTATIONS, WARRANTIES OR CONDITIONS, IN CONTRACT OR IN TORT, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL SUCH OTHER TERMS, REPRESENTATIONS, WARRANTIES OR CONDITIONS ARE HEREBY EXPRESSLY DISCLAIMED. THE ONLY REMEDY FOR BREACH OF THIS WARRANTY IS AS SET OUT HEREIN. FOR GREATER CERTAINTY, IN NO EVENT SHALL P&WC BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH EITHER A BREACH OF THIS WARRANTY OR ANY TORTIOUS OR NEGLIGENT ACT OR OMISSION BY P&WC. SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDE, WITHOUT LIMITATION, ECONOMIC LOSS, LOSS OR DAMAGE TO ANY PROPERTY OR PERSON OR ANY OTHER EXEMPLARY, PUNITIVE OR SIMILAR DAMAGES, AS WELL AS EXPENSES INCURRED EXTERNAL TO THE ENGINE AS A RESULT OF AN ENGINE OR PART DEFECT. NO VARIATION OR EXTENSION OF THIS WARRANTY OR REMEDIES SHALL BE BINDING UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF P&WC.**

**YOUR ACCEPTANCE OF THIS ENHANCED WARRANTY FOR NEW ENGINES AND SERVICE POLICIES OR THE MAKING OF ANY CLAIM OR RECEIPT OF ANY BENEFIT HEREUNDER, CONSTITUTES YOUR ACCEPTANCE OF ALL THE FOREGOING TERMS, CONDITIONS AND LIMITATIONS.**

**THIS WARRANTY IS GOVERNED BY THE LAWS OF THE PROVINCE OF ONTARIO, CANADA.**

This policy follows the Engine to subsequent owners, if applicable please notify P&WC.

If you have any questions or require assistance regarding this Policy, please call or write to:

Manager, Warranty Administration  
Pratt & Whitney® Canada Corp.  
1000 Marie-Victorin Longueuil,  
Quebec, Canada, J4G 1A1

Telephone: 1 450 647-8180  
Fax: 1 450 647-2831  
Email: [warranty@pwc.ca](mailto:warranty@pwc.ca)

## 16.3 Summary of Hartzell's New Propeller Limited Warranty

The Aircraft propellers are warranted by Hartzell.

The following is a summary of the Hartzell warranty for new propellers. Please refer to applicable Hartzell warranty documentation for complete terms and conditions. If there is an inconsistency between the summary provided herein and complete Hartzell warranty documentation, the latter controls.

### **HARTZELL PROPELLER INC. LIMITED WARRANTY FOR COMPONENTS OF A PRODUCT INSTALLED BY TEXTRON AVIATION INC.**

#### **COVERAGE PROVIDED**

Products installed at Textron Aviation Inc. on King Air® 360C Aircraft.

Hartzell Propeller Inc. ("Hartzell") warrants that it will repair or replace defects in material or workmanship in the components of a product manufactured by Hartzell and installed by Textron Aviation Inc. on the King Air® 360C aircraft, including a de-ice boot, for a period of thirty-six (36) months from the date the product is first placed into service, or for the first 2,000 operating hours of use of the product, whichever occurs first, subject to the other terms and conditions of this limited warranty.

All of the products identified above are hereinafter referred to as the "Products," and their components hereinafter referred to as "Components."

#### **DISCLAIMER OR LIMITATION OF WARRANTIES**

**Unless prohibited by applicable law, and except for the limited warranties set forth above, Hartzell hereby disclaims any and all express and implied warranties, including but not limited to implied warranties of merchantability and fitness for a particular purpose. In the event disclaimer of implied warranties is not permitted under applicable law, such implied warranties, including but not limited to implied warranties of merchantability and fitness for a particular purpose, are limited in duration and in scope of coverage to the duration and scope of coverage of the limited warranty.**

**Some states do not allow limitations on how long an implied warranty lasts, so above limitation may not apply to you.**

#### **TERMS AND CONDITIONS OF LIMITED WARRANTY COVERAGE**

In order to obtain coverage under Hartzell's limited warranty, the Purchaser must notify Hartzell in writing of the warranty claim as soon as possible after obtaining knowledge of the potential claim, and in any event not later than ten (10) days following expiration of the limited warranty. Hartzell may withhold warranty repairs pending proof from Purchaser of the date the Product was placed into service,

including a fully completed warranty registration card. Hartzell shall provide warranty repair or disposition instructions based on a written statement from the Purchaser describing the alleged defect. All initial transportation and handling charges must be prepaid by the Purchaser until warrantability is determined by Hartzell, at which time Hartzell may reimburse none, some, or all of these charges, at Hartzell's discretion. In the event Hartzell determines, at its sole discretion, that the Product or Component thereof is covered under the limited warranty, Hartzell shall, at its election, either: (1) Have the Product or Component repaired and returned to Purchaser; (2) Deliver to Purchaser a replacement Product or Component; or (3) Issue a credit to the Purchaser in the amount of the actual purchase price for the Product. Hartzell reserves the right to replace Products or Components with remanufactured or re-designed Products or Components of substantially equivalent quality. All warranty repair work will be accomplished at Hartzell's principal place of business, a Hartzell Recommended Service Facility, or a third-party location pre-approved in writing by Hartzell. In the event Hartzell determines that the alleged defect is not covered by the limited warranty, the Product or Component will be returned to Purchaser, as is, transportation and handling charges collect.

The only remedies under this limited warranty are as set forth above. Any Product repaired, or replacement Product provided, shall retain the balance of the limited warranty provided for herein. This limited warranty is not transferable to any person or entity. This limited warranty does not extend to future performance of a Product.

#### **WHAT IS NOT COVERED BY THIS LIMITED WARRANTY**

This limited warranty does not provide coverage for any of the following:

1. Normal maintenance and service.
2. Consumable Products and Components, and Products and Components that have reached the end of their normal usable life.
3. Product components not manufactured by Hartzell, which components may or may not be covered under warranties made by the manufacturers of those components.
4. Products and Components not purchased through Hartzell or one of its authorized distributors, or any Products or Components purchased by way of auction, salvage, or repossession.
5. Conditions, damage, or issues caused by, in whole or in part, or in any way related to:
  - a. Accident, misuse, theft, or negligence.

- b. Failure to comply with any instruction provided by Hartzell or its suppliers with respect to the use, operation, maintenance, or service of the Products.
- c. Alteration or modification of the Products or any Components.
- d. Acts of God or other environmental conditions.
- e. Use of the Products for purposes other than their normal use.
- f. Failure to seek and obtain warranty coverage in a timely matter.
- g. Deterioration or fading due to wear, exposure, or other cause, including but not limited to rust, cosmetic blemishes, and discoloration.
- h. Acts or omissions of any person or entity other than Hartzell.

#### **DISCLAIMER OF INCIDENTAL AND CONSEQUENTIAL DAMAGES**

**HARTZELL HEREBY DISCLAIMS ANY AND ALL INCIDENTAL, CONSEQUENTIAL, SPECIAL, DIRECT, AND INDIRECT DAMAGES ARISING OUT OF OR RELATING TO THE PRODUCTS, INCLUDING BUT NOT LIMITED TO LOSS OF USE, INCONVENIENCE, LOST PROFITS, COVER, RENTAL REPLACEMENTS, COSTS AND EXPENSES OF "TROUBLESHOOTING," AND TRANSPORTATION AND DELIVERY EXPENSES NOT PRE APPROVED IN WRITING BY HARTZELL. IN NO EVENT SHALL HARTZELL'S LIABILITY WITH RESPECT TO ANY PRODUCT, WHETHER UNDER THIS LIMITED WARRANTY, ANY IMPLIED WARRANTY, IN TORT, OR OTHERWISE, EXCEED THE PRICE PAID BY PURCHASER FOR THE PRODUCT. THESE DISCLAIMERS ARE INDEPENDENT OF ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY WARRANTIES OR REMEDIES PROVIDED TO PURCHASER, AND SHALL SURVIVE ANY DETERMINATION THAT A WARRANTY OR REMEDY FAILED OF ITS ESSENTIAL PURPOSE.**

**SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

#### **STATUTE OF LIMITATIONS**

No action may be brought against Hartzell for breach of its limited warranty, any applicable implied warranty, or for any other claim relating to the Product, more than ten (10) days after expiration of the applicable limited warranty period.

#### **GOVERNING LAW**

This limited warranty shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio, without reference to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this limited warranty.

## NO AUTHORITY

No person or entity has authority to alter the terms of this limited warranty or make any warranties or representations on behalf of Hartzell.

## THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

Hartzell Propeller Inc.  
One Propeller Place  
Piqua, Ohio 45356

Phone: 937-778-4320

## 17. TRAINING AGREEMENT

The first retail Aircraft Purchaser will be provided training for one (1) King Air® 360C crew, subject to the following:

1. A crew consists of up to two (2) current private or commercial licensed pilots with instrument and multi-engine ratings and one (1) mechanic with an A&P license or equivalent experience (each hereinafter referred to as a "Trainee" or collectively as "Trainees").
2. Training will be conducted by Flight Safety International through Flight Safety Textron Aviation, Seller's preferred training provider (or by Seller or another designated training organization, in Seller's discretion), at the location designated by Seller. The organization providing training will be referred to as the "Trainer."
3. Training will consist of the following:
  - a. Ground school training for each pilot Trainee and theoretical classroom instruction for the mechanic Trainee in accordance with the Trainer's standards.
  - b. Except as set out below, pilot Trainees will be provided flight simulation training to simulator proficiency in accordance with the Trainer's standards but not to exceed one (1) additional simulator session per pilot crew.
    - i. A simulator that is certified will be used to provide training for the model BE-300 type rating and in lieu of a model specific simulator, training may be provided in the most appropriate type simulator available that is capable of accomplishing FAA type rating with differences training provided. In Seller's sole discretion and in accordance with Seller's terms (including Purchaser's cost), alternate pilot training may be provided if warranted by extraordinary circumstances.

4. Purchaser will be responsible for:

- a. The cost of any additional training which would be provided under terms and conditions established by the Trainer or Seller;
- b. Transportation of the Trainees to and from the training site and for all living expenses associated with the training;
- c. Providing an interpreter during the course of training for any of the Trainees not conversant in the English language;
- d. Extra charges, if any, for scheduling pilot Trainees in separate training classes;
- e. Reimbursing Seller at the retail rate for training provided if the Aircraft to be purchased by Purchaser does not deliver to Purchaser; and
- f. Ensuring compliance with TSA regulations including requirements that all current United States citizens present a current United States passport before training can start.

5. All training furnished under this Training Agreement will be scheduled to commence no earlier than three (3) months prior to Aircraft delivery and must be completed within twenty-four (24) months after the earlier of (a) Aircraft delivery or (b) commencement of the first training event for the Aircraft.

6. Seller or Trainer will schedule all training, furnish Purchaser training schedules and endeavor to schedule training at a time convenient for Purchaser. A rescheduling fee of five percent (5%) of the retail price of training a Trainee was scheduled to attend will be paid to Seller by Purchaser within thirty (30) days of the date of Seller's invoice if a Trainee fails to appear for scheduled training, except for reasons beyond the Trainee's control, unless Purchaser gives Seller written notice of cancellation received at least twenty-one (21) days prior to the scheduled training. For avoidance of doubt, this rescheduling fee applies to each Trainee who fails to attend training as scheduled and the exceptions to the rescheduling fee do not apply.

7. Neither Seller nor Trainer will be responsible for any delay in providing training.

8. Neither Seller nor Trainer will be responsible for the competency of any Trainee during and after training. Trainer will make the same efforts to qualify each Trainee as it makes in training other trainees; however, neither Seller nor Trainer can guarantee that any Trainee will qualify for any license, certificate or rating.

9. This Training Agreement is part of the Specification and Description and thus part of the Aircraft Purchase Agreement. Purchaser's execution of the Aircraft Purchase Agreement constitutes Purchaser's acceptance of the foregoing terms and conditions of the Training Agreement and Purchaser's agreement that Seller can provide Purchaser's name, address, the name and address of each Trainee and other relevant information to the Trainer for purposes of scheduling training.



U.S. + 1.844.44.TXTAV | INTERNATIONAL +1.316.517.8270 | [TXTAV.COM](http://TXTAV.COM)

© 2023 Textron Aviation Inc. All rights reserved. Product names, company names, trademarks, service marks, trade names, trademark designs and logos of Textron Aviation Inc. or its subsidiaries (collectively "Marks"), whether or not appearing in large print, italics, or with trade marking symbols, are Marks of Textron Aviation Inc. or an affiliate and may be registered in the United States. Third party marks whether or not appearing in large print, italics, or with trade marking symbols are marks of others.

October 2023  
SD-TBP-360CSLK-1023



## **Textron Aviation** **CUSTOMER ACCEPTANCE CHECKLIST**

Aircraft Serial Number \_\_\_\_\_

Aircraft Registration \_\_\_\_\_

Date \_\_\_\_\_

Customer \_\_\_\_\_

Crew \_\_\_\_\_

Aircraft Specialist \_\_\_\_\_

BEW \_\_\_\_\_

BOW \_\_\_\_\_

	HOURLMETER
END	
START	
TOTAL	

### **PRELIMINARY EXTERIOR INSPECTION**

☐ Normal Procedures Checklist

### **COCKPIT/CABIN INSPECTION**

☐ Normal Procedures Checklist

## +EXTERIOR INSPECTION

- ☐ Keylocks - Check
- ☐ Doors - Check
- ☐ Windshields / Windows - Check Condition
- ☐ Pitot-Static Heat - Check
- ☐ Lights - Check
- ☐ Normal Procedures Checklist

## INTERIOR INSPECTION

- ☐ Normal Procedures Checklist – **Cockpit Preparation**
- ☐ Optional Equipment - Verify
- ☐ Electronic charts/FMS database – Check Current
- ☐ Weather - Brief
- ☐ Flight Profile - Brief

## TAKEOFF DATA

ATIS	WIND	VISIBILITY	CEILING	TEMP	BARO

## STARTING ENGINES

- ☐ Normal Procedures Checklist – **Before Starting Engines**
- ☐ Normal Procedures Checklist – **Starting Engines**
- ☐ Normal Procedures Checklist – **Before Taxi**

Clearance \_\_\_\_\_

## TAXI

- ☐ Normal Procedures Checklist – **Taxi**
- ☐ Ice Protection Systems - Check
- ☐ Normal Procedures Checklist – **Before Takeoff**

## TAKEOFF / CLIMB

- ☐ Normal Procedures Checklist – **Takeoff**
- ☐ Normal Procedures Checklist – **After Takeoff / Climb**
- ☐ Ice Protection Systems - Check
- ☐ Com/Nav – Check
- ☐ Generators – Check
- ☐ Fuel crossfeed/transfer- Check
- ☐ APU – Operation (if equipped/required)

## NOTES

---

---

---

---

---

---

---

---

## CRUISE

- ☐ Normal Procedures Checklist - **Cruise**
- ☐ Avionics / Optional Equipment – Check
- ☐ All cabin drains – Check
- ☐ Temperature control- Check
- ☐ Wx Radar/XM weather – Check
- ☐ Flight phone - Check
- ☐ Cruise Performance Data – Record (next page)



Beechcraft

BY TEXTRON AVIATION

	LEFT	RIGHT	STANDBY
N1			
ITT			
N2			
Oil Press			
Oil Temp			
Fuel Flow			
Fuel Qty			
KIAS			
Mach			
Altitude			
Temperature	RAT	OAT	ISA
Weight		TAS	

- ☐ AGHME Overflight  
(As Required)

ALT	UTC

### DESCENT / APPROACH / LANDING

- ☐ Normal Procedures Checklist – **Descent**
- ☐ Speedbrakes – Check
- ☐ APU – Start (if required)
- ☐ AOA – Check Vref
- ☐ Normal Procedures Checklist - **Approach**
- ☐ A/P Coupled ILS Approach – Check
- ☐ Normal Procedures Checklist – **Before Landing and Landing**

ATIS	WIND	VISIBILITY	CEILING	TEMP	BARO

### POSTFLIGHT

- ☐ Normal Procedures Checklist – **After Landing and Shutdown**
- ☐ Post-Flight Exterior Inspection - Complete

## EXTERIOR GROUND REVIEW

### Cabin Door

- ☐ Operation - Check
- ☐ Overall condition and appearance - Check
- ☐ Handle condition and operation - Check
- ☐ Seals condition and appearance - Check
- ☐ Frame condition and appearance - Check

### LH Fuselage

- ☐ Overall condition and appearance- Check
- ☐ Windows condition and appearance-Check
- ☐ Placards and Silkscreens Condition and appearance- Check

### LH Nose Section

- ☐ Overall condition and appearance- Check
- ☐ Door condition and operation- Check
- ☐ Windows condition and appearance- Check
- ☐ Placards and Silkscreens Condition and appearance- Check
- ☐ Landing gear and doors condition and appearance- Check

### LH Wing and Leading edge

- ☐ Overall condition and appearance- Check
- ☐ Placards and Silkscreens Condition and appearance- Check
- ☐ Landing gear and doors condition and appearance- Check

### LH Vertical Stabilizer

- ☐ Overall condition and appearance- Check
- ☐ Placards and Silkscreens Condition and appearance- Check

NOTES \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Beechcraft

BY TEXTRON AVIATION

### **LH Horizontal Stabilizer**

- ☐ Overall condition and appearance- Check
- ☐ Placards and Silkscreens Condition and appearance- Check

### **LH Cowl or Nacelle**

- ☐ Overall condition and appearance- Check
- ☐ Doors condition and operation- Check

### **RH Nose Section**

- ☐ Overall condition and appearance- Check
- ☐ Door condition and operation- Check
- ☐ Windows condition and appearance- Check
- ☐ Placards and Silkscreens Condition and appearance- Check
- ☐ Landing gear and doors condition and appearance- Check

### **RH Fuselage**

- ☐ Overall condition and appearance- Check
- ☐ Windows condition and appearance-Check
- ☐ Placards and Silkscreens Condition and appearance- Check

### **RH Wing and Leading edge**

- ☐ Overall condition and appearance- Check
- ☐ Placards and Silkscreens Condition and appearance- Check
- ☐ Landing gear and doors condition and appearance- Check

**NOTES** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Beechcraft

BY TEXTRON AVIATION

### **RH Vertical Stabilizer**

- ☐ Overall condition and appearance- Check
- ☐ Placards and Silkscreens Condition and appearance- Check

### **RH Horizontal Stabilizer**

- ☐ Overall condition and appearance- Check
- ☐ Placards and Silkscreens Condition and appearance- Check

### **RH Cowl or Nacelle**

- ☐ Overall condition and appearance- Check
- ☐ Door condition and operation- Check

### **NOTES**

---

---

---

---

---

---

---

---

## **AIRCRAFT INTERIOR**

### **Cabin Chairs**

- ☐ Seats clean and free of defects
- ☐ Seats have freedom of movement, secure in all stops
- ☐ Seats Recline and retract smoothly
- ☐ Check headrests and seat handles for operation and appearance
- ☐ Check seats for uniformity in color, texture, and finish
- ☐ Lavatory seat clean and free of defects



Beechcraft

BY TEXTRON AVIATION

### **Furnishings – Fwd Galley & Partition**

- ☐ Drawers fit tight and secure L/H and R/H galley
- ☐ Check Finish for appearance, no scratches L/H and R/H galley
- ☐ Check partition doors for operation and smoothness L/H and R/H
- ☐ Check coffee drain for appearance

### **Carpet, Side Panels, Tables & Overhead**

- ☐ Carpet is clean throughout
- ☐ Carpet is not frayed
- ☐ Side Panels are tight and acceptable for appearance
- ☐ Side Panels are clean and free of scuffs
- ☐ Cup Holders are secure and acceptable for appearance
- ☐ Overhead panels are clean and have proper fit
- ☐ Oxygen drop down panels fit well in headliner
- ☐ Air outlets function and rotate all directions
- ☐ Light/table/dimming switches operational and rotate in all directions
- ☐ Cabin tables are clean and free of defects.

### **Furnishings and Partitions**

- ☐ Aft partition is free of defects and acceptable for appearance
- ☐ Aft partition doors open and close smoothly
- ☐ Lavatory side panels are clean
- ☐ Lavatory cabinetry is clean and free of scratches
- ☐ Cabin windows not burnt and free of hazing/crazing
- ☐ Partition doors operate freely no binding or noise
- ☐ Partition doors close tightly, no light leaks
- ☐ Partition door pop-ups do not hit bathtub fitting top

### **Furnishings and Partitions Cont.**

- ☐ Tables do not bind and extend / stow properly
- ☐ Cabin window shades operate smoothly and are not binding
- ☐ Cabin door does not leak
- ☐ Emergency exit(s) have no excessive noise around handles
- ☐ AFT relief tube has suction and extends and retract properly



Beechcraft

BY TEXTRON AVIATION

- ☐ Beverage drain has suction and is leak free
- ☐ Emergency exit panels do not gap and overlap side wall
- ☐ Check Cabin temp control hot/cold
- ☐ Cabin drawers open, close, and track freely

**Taxi / Takeoff and Cruise**

- ☐ Partitions do not rattle
- ☐ Magazine Rack divider does not vibrate
- ☐ Pyramid cabinets do not rattle, and latches are free of vibration
- ☐ Tables remain stowed

**NOTES** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Exhibit 1 – End User Certification

**EXHIBIT 1**  
**END USER CERTIFICATION**

**Seller:** Textron Aviation Inc.

**Aircraft:**

**Make:** Textron Aviation Inc.

**Model:** B300C

**Serial Number:** TBD

**End-User of the Aircraft:**

**Name:** Greek Hellenic Air Force

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Country where Aircraft will be registered**

Greece

**Countr(ies) where Aircraft will be operated**

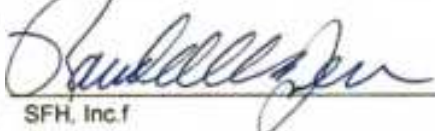
Greece

**End-Use of the Aircraft (mark "X" on all that apply):**

<input type="checkbox"/>	Commercial/General Transport (e.g. sightseeing, VIP, personal, company, etc.)
<input type="checkbox"/>	Government Transport
<input type="checkbox"/>	Military Transport
<input checked="" type="checkbox"/>	EMS
<input type="checkbox"/>	Law Enforcement/Homeland Security
<input type="checkbox"/>	ISR (intelligence, surveillance and reconnaissance)
<input type="checkbox"/>	Utility (e.g. firefighting, news gathering, etc.)
<input type="checkbox"/>	Military Training
<input type="checkbox"/>	Other (please specify): _____

If the Aircraft will be exported, the exporter will include the Destination Control Statement as part of the export process: "These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations."

The undersigned certifies that the information provided is true and correct as of the date set out below. If this information changes prior to Aircraft delivery or the Purchase Agreement to which this Exhibit 1 is attached is assigned prior to Aircraft delivery, Purchaser or Assignee, respectively, will submit an updated End User Certification.

**Signature:** 

**Company:** SFH, Inc.f

**Name:** Randall S. Jensen

**Title:** President

**Date:** May 17, 2023


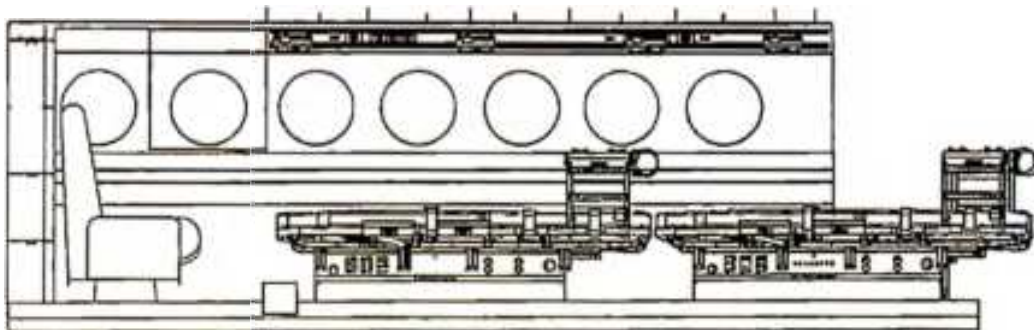
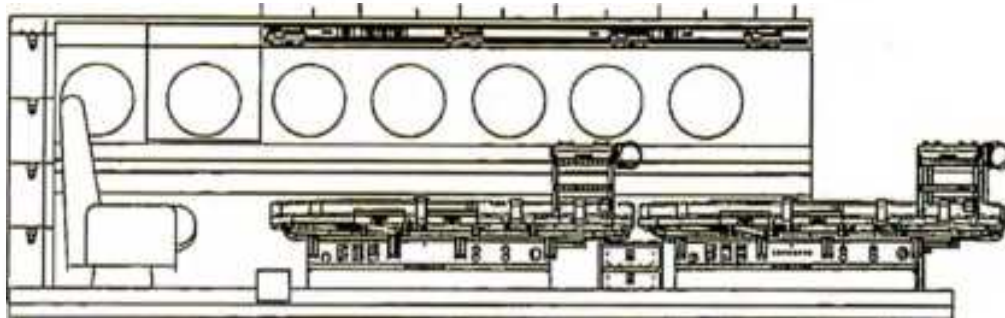
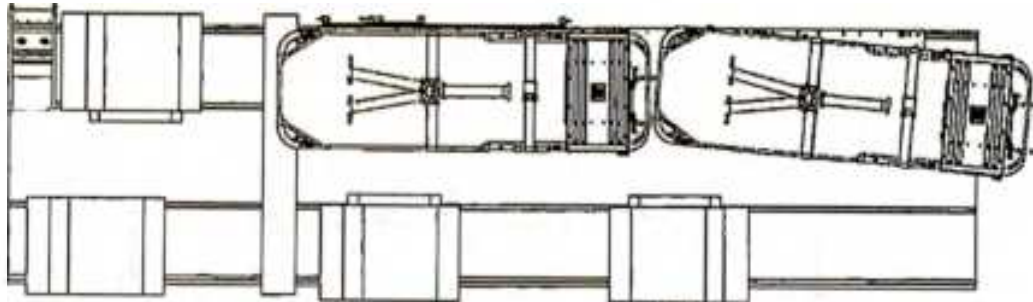
 Purchaser Initials \_\_\_\_\_ Seller Initials

Exhibit 2 – Dual Air Ambulance Configuration Layout



### Exhibit 3 – Customer Acceptance Checklist

#### Exhibit 4 – Factory Technical Acceptance Certificate

Seller: Fargo Jet Center

One Textron Aviation Inc. aircraft Model B300C, Serial Number FM-120, Registration Number XXX ("Aircraft") is hereby tendered by Seller to Purchaser for technical acceptance pursuant to Purchase Agreement dated: December 19, 2024, and its amendments.

Purchaser or Purchaser's authorized representative hereby confirms factory technical acceptance of the Aircraft equipped as reflected in the aforementioned Purchase Agreement.

The specific information regarding the Aircraft and its engines at the time of Factory Acceptance is as follows:

	<u>HOURS</u>	<u>SERIAL NUMBER</u>
AIRFRAME:	_____	_____
LEFT ENGINE:	_____	_____
RIGHT ENGINE:	_____	_____

#### PURCHASER

Signature:

Name:

Title:

Date:

Location:

#### SELLER

Signature:

Name:

Title:

Date:

Location:

### Exhibit 5 – Modifier Acceptance Checklist

#### AIRCRAFT FINAL ACCEPTANCE CHECKLIST – POST MODIFICATIONS

LOCATION:

AIRCRAFT SERIAL NUMBER:	
AIRCRAFT REGISTRATION:	
DATE:	
CUSTOMER:	
FLIGHT CREW:	
AIRCRAFT SPECIALIST:	
BEW:	
BOW:	
HOURLMETER END:	
HOURLMETER START:	
TOTAL:	

#### **EXTERIOR INSPECTION**

☐ Normal Procedures Checklist

#### **MODIFICATIONS**

☐ Logbook Entries

☐ Interior configuration – Dual Air Ambulance – Installed per FAA STC Number: SA1213CH or updated alternative STC – as set out in Part 3 A, Modifications (form, function and fit checks)

☐ Interior configuration – Loose Equipment and Avionics – provided (form function and fit checks)

#### **Specific Items to Review:**

☐ Patient Loader Operation, Manual

☐ Patient Loader Operation, Electric

☐ Database Loads updated and current for Atlantic Crossing

- NOTES:

[illegible]

**Exhibit 6 – Modified Aircraft Technical Acceptance Certificate**

Seller: Fargo Jet Center

One Textron Aviation Inc. aircraft Model B300C, Serial Number FM-120, Registration Number XXX ("Aircraft") is hereby tendered by Seller to Purchaser for technical acceptance of the modifications pursuant to Purchase Agreement dated: December \_\_, 2024, and its amendments.

Purchaser or Purchaser's authorized representative hereby confirms technical acceptance of the aircraft as modified and equipped as reflected in the aforementioned Purchase Agreement.

The specific information regarding the Aircraft and its engines at the time of Factory Acceptance is as follows:

	<u>HOURS</u>	<u>SERIAL NUMBER</u>
AIRFRAME:	_____	_____
LEFT ENGINE:	_____	_____
RIGHT ENGINE:	_____	_____

**PURCHASER**

Signature:

Name:

Title:

Date:

Location:

**SELLER**

Signature:

Name:

Title:

Date:

Location:

**Exhibit 7 – Aircraft Delivery Receipt**

AS OF THIS 19 DAY OF December, 2025, THE HELLENIC MINISTRY OF HEALTH ("PURCHASER") ACCEPTS DELIVERY OF THE AIRCRAFT DESCRIBED AS; MAKE: TEXTRON AVIATION INC., MODEL: KING AIR 360C "DUAL AIR AMBULANCE INTERIOR" by STC NUMBER:SA1213CH. AIRCRAFT SERIAL NUMBER: FM-120 AT FARGO, NORTH DAKOTA, USA.

THE AIRCRAFT IS HERBY IRREVOCABLY AND UNCONDITIONALLY ACCEPTED ON THE TERMS AND SUBJECT TO THE AGREEEMNT AS OF THE DATE FRIST SET FORTH ABOVE.

Purchaser or Purchaser's authorized representative herby confirms technical acceptance of the aircraft as modified and equipped as reflected in the aforementioned Purchase Agreement and verifies that the Aircraft has been inspected and generally conforms to the Specification and Description or Specification referenced above. Purchaser or Purchaser's authorized representative also confirms receipt of the appropriate approved Flight Manual and Logbooks for the Aircraft.

	<u>HOURS</u>	<u>SERIAL NUMBER</u>
AIRFRAME:	_____	_____
LEFT ENGINE:	_____	_____
RIGHT ENGINE:	_____	_____
LEFT PROPELLER:	_____	_____
RIGHT PROPELLER:	_____	_____

ACTUAL DELIVERY DATE: \_\_\_\_\_  
WARRANTY START DATE: \_\_\_\_\_  
ACTUAL DEPARTURE DATE: \_\_\_\_\_

**HELLENIC MINISTRY OF HEALTH**

Signature:

Name:

Title:

**FARGO JET CENTER, LLC**

Signature:

Name:

Title:

**Exhibit 8 – Medical Equipment Provided by Purchaser**

No Additional Medical Equipment is Provided by Purchaser for this Contract

## Exhibit 9 – Spectrum Aeromed Warranties

# LIMITED WARRANTY CERTIFICATE

**LIMITED WARRANTY:** Subject to the following conditions and limitations, Seller warrants to the Purchaser (and not to any other person, including but not limited to patients or users of the Products) that the Products at delivery and for 2 years after the delivery date ("Warranty Period") shall be free from faulty workmanship and defective materials.

**SECTION A.** Seller's warranty does not cover, and Seller shall under no circumstances or theory have any liability for, any defect caused by or related to (i) the failure of the Purchaser, its employees or agents, to follow strictly Seller's instructions concerning use, operation and maintenance of the Products, (ii) any abuse, neglect, or misuse of the Products, (iii) alteration of the Products, (iv) normal wear and tear, (v) interruptions in, or unsuitable, power or communication sources or connectivity, (vi) environmental conditions, (vii) storage or handling by parties other than Seller, (viii) design of the Products, (ix) any other causes that are not Seller's fault, or (x) any non-original Products or parts thereof not manufactured by Seller, provided, however, that Seller shall provide to Purchaser all pass through warranties received from the original supplier or manufacturer of such Products or parts thereof. In the event that the Products are not covered under the limited warranty due to a circumstance identified in this Section, Purchaser shall be liable to Seller for any expenses incurred in connection with assessing and repairing such Products. Seller's limited warranties hereunder shall not be enlarged, or in any other way affected by (and no obligation or liability shall rise from), Seller's rendering of advice or service relating to the Product or its installation.

**SECTION B.** In the event that the defective Product or part is covered under this Limited Warranty, Purchaser shall notify Seller within 30 days after discovery of any defect and shall return the Product or any defective part pursuant to Seller's return instructions and within the time period instructed by Seller. Purchaser shall also be responsible for all costs of removal and reinstallation of the Product or of any defective components and for all freight and shipment of any defective Product, parts, or replacement Product or parts to and from Seller's warehouse, and for all travel costs for Seller's personnel.

**SECTION C.** Should the Product or any part of the Product fail to function within normal use due to defect in materials or workmanship within the Warranty Period, Seller at its option will: (i) repair or replace the applicable part of the Products; (ii) issue a credit to Purchaser (the credit shall be the lesser of the net invoiced price of the original part, or the current functionally comparable part, or replacement part of the Products), or (iii) provide a functionally comparable replacement part of the Products at no charge. Seller's choice of one of the remedies set forth in this Section shall be Purchaser's sole remedy for breach of this limited warranty.

**SECTION D.** To the extent that Seller has relied upon any specifications, information, representation of operating conditions or other data or information supplied by Purchaser to Seller in the selection or design of the Products and the preparation of Seller's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Purchaser and relied upon by Seller, any warranties or other provisions which are affected by such conditions shall be null and void, unless otherwise mutually agreed upon in writing.

## **Exhibit 10 – Ferry Flight from USA**

### **1. SERVICES TO BE PERFORMED**

1.1 Following the acceptance of the Aircraft in Fargo, ND., as per Article 4 and in accordance with the Terms, the Seller shall provide a (one) qualified pilot (the "Pilot") to assist as Pilot in Command (PIC) (Provided the Aircraft flies on US Registration) the ferry flight from Fargo, North Dakota to Purchaser's base in Greece (Elefsis AFB). Purchaser's representatives or Hellenic Air Force personnel shall have the right to be onboard during the ferry flight after acceptance, in accordance with Seller's PIC requirements.

1.2 This Service is included in the price of this contract.

1.3 Operator acknowledges that all flights performed during the Entitlement Period will be within operator's operational control. Operator further acknowledges that when performing the Services, the Pilots will be under operator's exclusive directions provided that nothing herein shall cause the Pilots to be bound by operator's instructions regarding the provision of Services if such instructions are, in professional judgement of the Pilots, illegal, unsafe or imprudent.

1.4 In performing the Services, operator shall respect the crew duty maximum flight times permitted under applicable laws and regulations including without limitation any local state, or national authority jurisdiction over the Pilots.

### **2. COST AND TAXES**

2.1 Operational costs for the Aircraft's ferry flight from Fargo, North Dakota to Athens are included as part of this contract.

2.2 Furthermore, Seller will cause the Aircraft to be insured in the Purchaser's name and interest, solely for the ferry flight from Fargo, North Dakota to Athens, it being understood that the said insurance shall have a maximum duration of 15 days from the Aircraft delivery and shall immediately expire and lapse upon the Aircraft's landing in Athens/Elefsis AFB.

2.3 Taxes or financial burdens imposed outside Greece in connection with the service provided pursuant to this Exhibit will be covered by Seller.

### **3. FAILURE TO PERFORM/RIGHT TO STOP WORK**

3.1 If any of the following events occur, Seller may fail to perform or may stop performing the Services of Paragraph 1:

- a. An event beyond the reasonable control of the Seller;
- b. There are conditions existing or threatening that are dangerous to the safety, welfare or health of the Pilot;
- c. The government of any country or any governmental agency or authority refuses the Pilot's permission to enter the country or Purchaser's base of operation; or
- d. Performing the Services would subject to liability under applicable law, rule, regulation or order.

#### **4. RELEASE AND INDEMNIFICATION**

4.1 Purchaser and operator release and agree to defend, indemnify and hold harmless Seller and its representative affiliates, officers, directors, agents, subcontractors, Pilots, employees and representatives (the "Indemnified Parties") from and against any and all liabilities, claims, damages, losses and judgements, including reasonable attorney's fees and related costs and expenses arising directly or indirectly out of the Services provided to this Exhibit including but not limited to claims arising by reason of a) injury or death of any person b) loss of use or damage to any property, including the Aircraft; or c) the performance of the Services under this Exhibit.

4.2 The foregoing release and agreement to defend, indemnify and hold harmless applies to claims by Purchaser and/or operator or third parties, no matter when such claims may be asserted and regardless of fault or theory of action, whether in contract or tort (including but not limited to the active, passive or imputed negligence of Seller), by statute or otherwise except that such agreement to defend, indemnify and hold harmless shall to apply to third party claims for death, bodily injury or third party property damage to the extent caused by Seller gross negligence or willful misconduct.

4.3 Article 4, including Purchaser's and operator's indemnity obligations, shall survive termination or expiry of the Aircraft Purchase Agreement.

#### **5. INSURANCE**

Seller shall insure the Aircraft from Delivery to Purchaser Fargo, North Dakota, until the Aircraft lands in Athens against:

- a. All risks of loss of or damage to the Aircraft, including without limitation all risks of war or allied perils including hijacking, malicious damage, strikes, riots and civil commotion, in an amount of not less than the full replacement value of the Aircraft;
- b. Aviation liability, including third party liability, and liability to passengers including flight crew, in an overall limit not exceeding \$200,000,000 US Dollars for any one occurrence; and
- c. Medical equipment carried on board.

Purchaser shall be responsible for any applicable deductibles or co-insurance that apply to this insurance;

Seller will provide an insurance certificate to the Purchaser 1 month prior to the Aircraft delivery in Fargo, North Dakota.

#### **11. DISCLAIMER**

EXCEPT AS OTHERWISE PROVIDED IN THIS EXHIBIT, SELLER MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE WHATSOEVER IN CONNECTION WITH THE FURNISHING OF THE SERVICES AND PURCHASER AND SELLER HERBY WAIVE, RELEASE AND RENOUNCE ALL WARRANTIES, CONDITIONS, OBLIGATION AND LIABILITIES OR SELLER AND ALL RIGHTS, CLAIMS AND REMEDIES OF PURCHASER AGAINST SELLER, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE SERVICES OR ANY OTHER THING

PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO A) ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, B) ANY IMPLIED WARRANTY OR CONDITION ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE ACTIVE, PASSIVE OR IMPUTED NEGLIGENCE OF SELLER; AND D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY PROPERTY INCLUDING THE AIRCRAFT, OR FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY LIABILITY OF SELLER TO PURCHASER OR TO ANY THIRD PARTY. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE UNDER ANY CIRCUMSTANCES.

**7. PURCHASER REQUIREMENTS**

Purchaser shall obtain for Seller, at no cost to Seller, the necessary work permits, airport security clearances, authorizations, approvals and necessary endorsements of the Pilots licenses from the Hellenic civil aviation authority so that the Pilots may accomplish Services herein.

## **Exhibit 11 – FlightSafety Training Syllabus**

The training is being offered as part of this contract and is provided under FlightSafety Training Syllabus, as per the course descriptions listed herein. All parties involved are committed, to their best efforts, to plan and complete the training prior to the technical receipt of the Aircraft. The delivery of training shall be subject to the provisions of Article 7 of this APA.

All training as part of this contract for flight crew (Two (2) Pilots - Initial Course) and maintenance personnel (One (1) Maintenance Person – Beech 300 Series Maintenance Initial Course) will be per Section 17 of the attached KING AIR 360C (UTILITY INTERIOR) SPECIFICATION AND DESCRIPTION – OCTOBER 2023 REVISION B, SERIAL NUMBER FM-110 TO TBD. Syllabuses are provided for reference below. Any other syllabus required for this training will be provided to the trainees prior to commencing training at FlightSafety or other Textron Aviation Inc. designated training facility.

# King Air 360 Fusion Pilot Training

## COURSE INFORMATION

COURSE MODULE	INITIAL	RECURRENT	PRIOR EXPERIENCE
<b>Course Length</b>	<b>17 Days</b>	<b>3 Days</b>	<b>4 - 5 Days</b>
Ground School	41.0 hours	10.0 hours	10.0 hours
Systems Integration Training	4.0 hours	N/A	N/A
Briefing/Debriefing	10.5 hours	4.5 hours	6.0 hours
Simulator (Pilot Flying)	14.0 hours	6.0 hours	8.0 hours

### ADDITIONAL INFORMATION

Courses are approved by the FAA and other regulatory authorities; please contact us for details. Course modules and length may vary depending on regulatory authority.

### PRIOR EXPERIENCE COURSE

This course is designed for pilots who want to obtain an ATP. Prerequisites may be required. Contact us for details.

### COURSE DATES

For course dates, visit our website at [www.flightsafety.com](http://www.flightsafety.com)

**FOR MORE INFORMATION, CONTACT:** +1 201.528.0170 or [sales@flightsafety.com](mailto:sales@flightsafety.com)

### TRAINING LOCATIONS

Tampa, Florida

Internal Use Only:

I - 307337  
R - 307336  
PE - 307335

# Beech 300 Series (P&WC PT6)

## Maintenance Initial

### 10 DAY COURSE

#### KING AIR 300 SERIES

#### In-Center or Online Instructor-led LiveLearning®

At the end of this course, participants will be able to demonstrate proper interpretation and utilization of technical data as well as recall major system and sub-system normal operations, safety precautions, ground handling, and system test procedures. The initial training programs are aligned with ATA 104 Level III and regulatory requirements, as applicable.

Client will obtain the ability to recall, interpret, identify, test, troubleshoot and correlate system information applicable to the specific aircraft or engine model. Initial training covers use of OEM documentation, component location, normal operation, inspection, service and repair of aircraft systems.

#### GROUND SCHOOL COURSE MODULES HOURS

ATA 100 Publications.....	0.50
ATA 5-12 Aircraft General.....	2.00
ATA 20 Standard Practices.....	0.50
ATA 21 Air Conditioning.....	7.75
ATA 22 Auto Flight.....	1.75
ATA 23 Communications.....	1.00
ATA 24 Electrical.....	7.00
ATA 25 Equipment/Furnishings.....	1.25
ATA 26 Fire Protection.....	1.00
ATA 27 Flight Controls.....	4.25
ATA 28 Fuel.....	5.00
ATA 30 Ice and Rain Protection.....	2.00
ATA 31 Indicating and Recording.....	3.25
ATA 32 Landing Gear.....	6.00
ATA 33 Lighting.....	1.00
ATA 34 Navigation.....	1.25
ATA 35 Oxygen.....	1.25
ATA 36 Pneumatics.....	0.50
ATA 37 Vacuum.....	0.50
ATA 38 Water/Waste.....	0.50
ATA 44 Cabin Systems.....	0.75
ATA 45 Central Maintenance System.....	0.50
ATA 46 Information System.....	0.50
ATA 51-57 Structures.....	4.00
ATA 61 Propellers/Propulsion.....	2.50
ATA 71-80 Powerplant.....	9.50
Ground School Training Hours.....	66.00

#### ACADEMIC COURSE MODULES HOURS

Welcome/Introduction.....	1.00
Functional Application*.....	2.00
Systems Integration*.....	1.00
Brief/Debrief*.....	0.50
Review/Exam.....	4.00

\*Based upon availability and course schedule.

**Total Hours ..... 74.50**

#### APPROVALS AND LIMITATIONS

##### FAA IA renewal Accepted

Accredited for IA refresher training under Title 14 CFR part 65, § 65.93(a)(4)

<b>EASA Approved B1-T1</b>	<b>(Theory)</b>
<b>CASA Approved B1.1</b>	<b>(Theory)</b>
<b>DGCA Approved B1-T1</b>	<b>(Theory)</b>
<b>GCAA - UAE Approved B1-T1</b>	<b>(Theory)</b>
<b>UK CAA Approved B1-T1</b>	<b>(Theory)</b>

**FOR MORE INFORMATION, CONTACT:** +1 201.231.8663 or [sales@flightsafety.com](mailto:sales@flightsafety.com)

#### TRAINING LOCATIONS

Wichita, Kansas

Internal Use Only:

303169  
LL - 307396

## Exhibit 12 – Exterior Paint Scheme

NOTE: The pages in this sketch define the decorative graphics to be painted on this aircraft. Data required for aircraft certification is to be found on the applicable engineering exterior markings drawing.



REGISTRATION NUMBER

360C- Custom

Customer Approval

Note: Dimensions shown are approximate to assist in locating masking tapes.

KINGAIR 360C

FM 120

DATE: 9/25/2024  
DESIGNER: J Stevens

## PAINT COLORS

- |   |                 |
|---|-----------------|
| 1 | RAL 1016        |
| 2 | Dark Blue 15102 |
| 3 | Cool Gray 11C   |
| 4 | Blue Haze       |
| 5 | Fire Red        |
| 6 | Green CAS 414   |
| 7 | Insignia White  |
| 8 | Marlin Blue     |

## CODE

- |                  |
|------------------|
| PC CA8800/R1016  |
| PC CA8800/F15102 |
| AX 808667        |
| AX 799806        |
| AX 570046        |
| AX CAS414        |
| PC CA8800/F17875 |
| AX 765232        |





SCALE 1:40

**KINGAIR 360C****FM 120**DATE: 9/25/2024  
DESIGNER: J Stevens

REGISTRATION NUMBER

## PAINT COLORS

## CODE

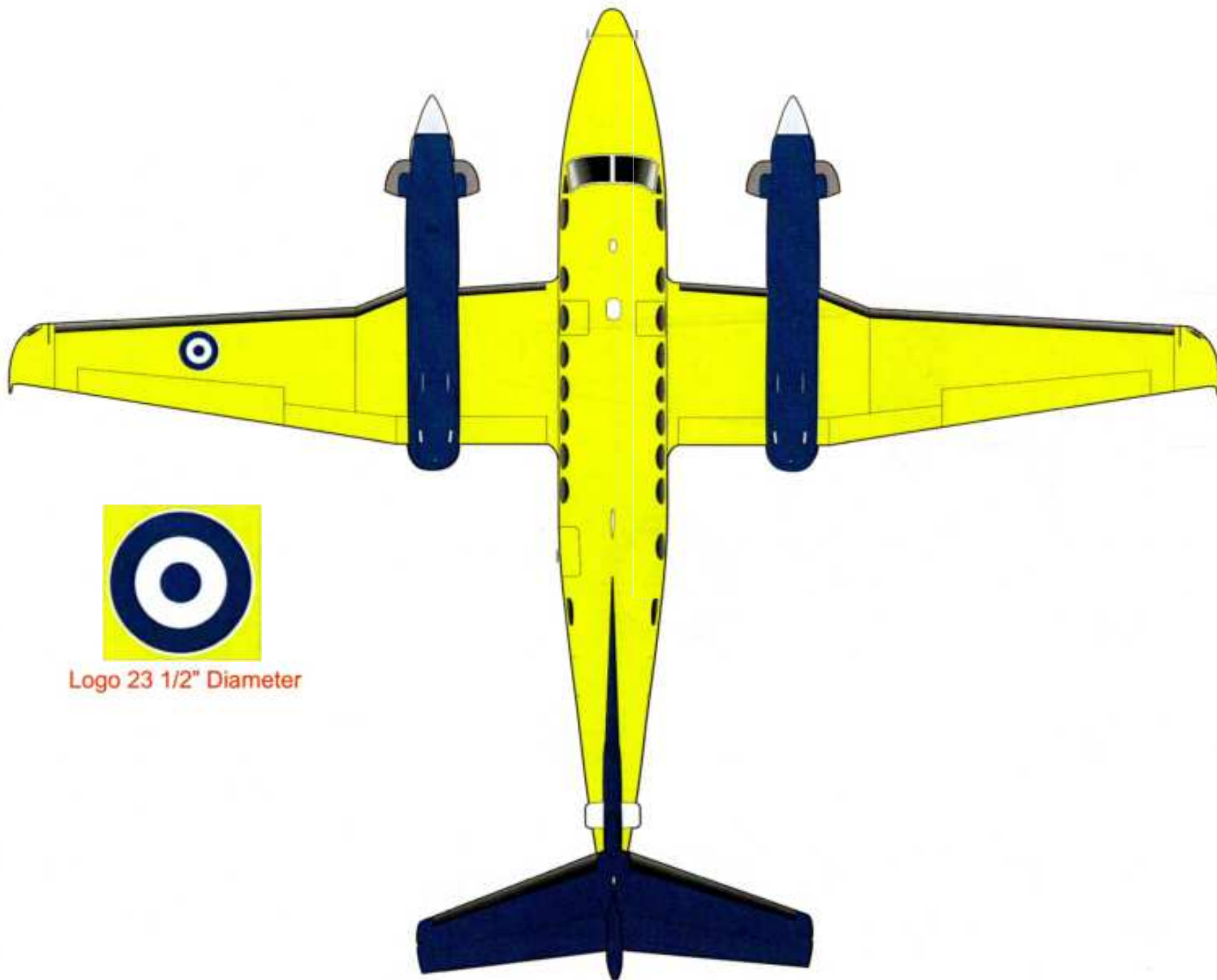
①	RAL 1016	PC CA8800/R1016
②	Dark Blue 15102	PC CA8800/F15102
③	Cool Gray 11C	AX 808667
④	Blue Haze	AX 799806
⑤	Fire Red	AX 570046
⑥	Green CAS 414	AX CAS414
⑦	Insigna White	PC CA8800/F17875
⑧	Marlin Blue	AX 765232

Customer Approval

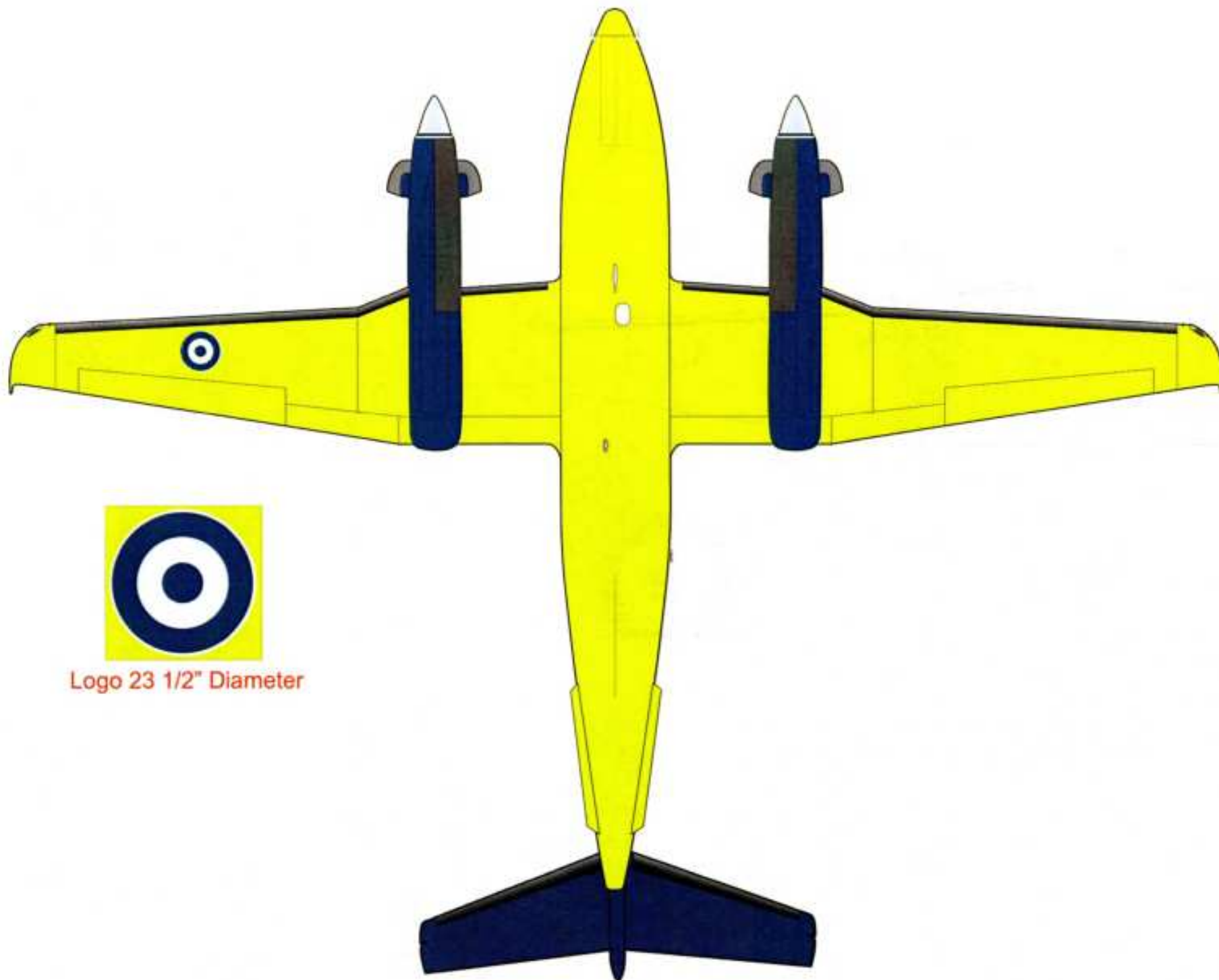
Note: Dimensions shown are approximate to assist in locating masking tapes.

360C- Custom





Logo 23 1/2" Diameter



Logo 23 1/2" Diameter

## Άρθρο δεύτερο

### Έναρξη ισχύος

Η ισχύς του παρόντος νόμου αρχίζει από τη δημοσίευσή του στην Εφημερίδα της Κυβερνήσεως και της υπό κύρωση Σύμβασης από τη 16η Δεκεμβρίου 2024, ημερομηνία κατά την οποία υπογράφηκε η Σύμβαση.

Αθήνα, 9 Ιανουαρίου 2025

### ΟΙ ΥΠΟΥΡΓΟΙ

#### ΕΘΝΙΚΗΣ ΟΙΚΟΝΟΜΙΑΣ ΚΑΙ ΟΙΚΟΝΟΜΙΚΩΝ

KONSTANTINOS  
CHATZIDAKIS  
09.01.2025 19:55

ΚΩΣΤΑΝΤΙΝΟΣ ΧΑΤΖΗΔΑΚΗΣ

#### ΕΘΝΙΚΗΣ ΑΜΥΝΑΣ

NIKOLAS DENDIAS  
09.01.2025 20:00

ΝΙΚΟΛΑΟΣ ΔΕΝΔΙΑΣ

#### ΥΓΕΙΑΣ

SPYRIDON-ADONIS  
GEORGIADIS  
09.01.2025 19:46

ΣΠΥΡΙΔΩΝ-ΑΔΩΝΙΣ ΓΕΩΡΓΙΑΔΗΣ

#### ΥΠΟΔΟΜΩΝ ΚΑΙ ΜΕΤΑΦΟΡΩΝ

CHRISTOS  
STAIKOURAS  
09.01.2025 19:25

ΧΡΗΣΤΟΣ ΣΤΑΪΚΟΥΡΑΣ