

November 7, 2013

Captain Mark Wyss

San Mateo County Sheriff's Department

Dear Captain Wyss,

On behalf of the Monterey County Sheriff's Office, and through the efforts of its Sheriff's Advisory Council (herein referred to as "Purchaser"), I am pleased to present you with this letter representing our Offer to Purchase the Cessna 206, FAA registration N90TF, s/n U206-05859 (herein referred to as "Aircraft").

1) Purchase Price: The Purchase Price shall be one hundred and fifty thousand dollars (\$150,000.00). Purchaser will establish an escrow account with **Insured Aircraft Title Service, Inc.** ("Escrow Agent"), 4848 S.W. 36th Street, Oklahoma City, Oklahoma 73179, International Bank of Commerce, 3601 Northwest 63rd, Oklahoma City, Oklahoma, 73116, ABA #114902528, Credit: **Insured Aircraft Title Service, Inc., Account #071-721-3717, Attention: Joan Roberts, Reference N90TF.** The Purchase Price will be deposited in the escrow account no later than 7 days prior to the Closing Date. Seller will deposit the sale documents in escrow as instructed by the Escrow Agent.

2) Pre-Purchase Inspection: Seller will deliver the Aircraft to **Pacific AirCare, Inc. 50 Aviation Way #1 Watsonville, CA 95076**, an Authorized Cessna Service Center on or before December 12, 2013. Buyer will pay for the Pre-Purchase Inspection. If any Airworthiness items are identified by Pacific AirCare, Seller will be responsible for paying for the repair of the identified Airworthiness items, which will be repaired by Pacific AirCare. In the event that Seller is not willing to pay for the repair of the Airworthiness items identified by Pacific AirCare, Seller shall immediately notify Purchaser of its unwillingness to proceed and this agreement will become null and void. In the case where Seller is unwilling to pay for the repair of the Airworthiness items by Pacific AirCare, Seller will be responsible for paying Pacific AirCare the Inspection Fee, due for the Aircraft. The Inspection Fee quote from Pacific AirCare, Attachment B, is for \$2,896.25. Conversely, Buyer may decide to not proceed with the purchase of the Aircraft after reviewing the inspection report from Pacific AirCare. If Buyer makes this decision, Buyer is still required to pay Pacific AirCare the Inspection Fee of \$2,896.25. The Pacific AirCare Inspection quote is included as Attachment B herein.

3) Condition: The Aircraft will be delivered free and clear of all liens or encumbrances in an airworthy condition with a valid U.S. Certificate of Airworthiness; no major corrosion; all original historical records in the owners possession to include but not necessarily limited to, Log Books, Wiring Diagrams, 8130-3's or equivalent and all manuals, including all law enforcement radio manuals, loose equipment and parts as may be represented or available (collectively, "Aircraft Documents"). The Aircraft is equipped per the Specification Sheet, Attachment A.

4. DISCLAIMERS AND WAIVERS

THE AIRCRAFT IS TO BE SOLD AND PURCHASED HEREUNDER "AS IS, WHERE IS" SAVE AS EXPRESSLY STATED IN THIS AGREEMENT, PARTIES UNCONDITIONALLY AGREE

ASFOLLOWS, IT BEING EMPHASIZED THAT THE FOLLOWING IS FUNDAMENTAL TO THE TERMS OF THIS AGREEMENT:

(i) UPON CLOSING, PURCHASER SHALL BE DEEMED TO HAVE CONFIRMED THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE AIRCRAFT AND THE AIRCRAFT DOCUMENTS TO ITS FULL SATISFACTION (OR HAVE THEM INSPECTED BY OTHERS) PRIOR TO DELIVERY.

PURCHASER ACKNOWLEDGES AND REPRESENTS TO SELLER THAT IT IS RELYING ON ITS OWN INSPECTION (AND ANY INSPECTIONS IT HAS PERFORMED BY THIRD PARTIES) AND KNOWLEDGE OF THE AIRCRAFT, THE AIRCRAFT DOCUMENTS AND NOT ON ANY INSPECTION, REPRESENTATION OR LEGAL RESPONSIBILITY ON THE PART OF SELLER.

DELIVERY OF THE ACCEPTANCE CERTIFICATE BY PURCHASER TO SELLER WILL BE CONCLUSIVE PROOF AS BETWEEN SELLER AND PURCHASER THAT THE AIRCRAFT AND THE AIRCRAFT DOCUMENTS ARE IN EVERY WAY SATISFACTORY TO PURCHASER AND IN COMPLIANCE WITH ALL REQUIREMENTS HEREOF;

(ii) THE AIRCRAFT IS BEING SOLD TO PURCHASER AND ACCEPTED BY PURCHASER HEREUNDER "AS-IS, WHERE-IS," WITH ALL FAULTS. PURCHASER UNCONDITIONALLY ACKNOWLEDGES THAT SELLER HAS NOT MADE ANY PROMISE, GUARANTEE, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE DESCRIPTION, AIRWORTHINESS, SERVICEABILITY, VALUE, CONDITION, DESIGN, COMPLIANCE WITH SPECIFICATIONS, AGE, OPERATION, PERFORMANCE, MERCHANTABILITY, FITNESS FOR USE OR FOR ANY PARTICULAR PURPOSE OF THE AIRCRAFT OR ANY PART THEREOF OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE AIRCRAFT OR ANY PART THEREOF OR AS TO THE 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, EXPRESS OR IMPLIED, WITH RESPECT TO THE AIRCRAFT OR ANY PART THEREOF OR THE AIRCRAFT DOCUMENTS, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND EXTINGUISHED; AND

(iii) PURCHASER WAIVES, AS AGAINST SELLER ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, VOLUNTEERS (INCLUDING AIR SQUADRON MEMBERS), AND AFFILIATES, ALL RIGHTS, REMEDIES AND DAMAGES, INCLUDING INCIDENTAL AND CONSEQUENTIAL DAMAGES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH REGARD TO THE AIRCRAFT, AND SELLER IN THAT CAPACITY (AND, FOR THE AVOIDANCE OF DOUBT, ITS INSURERS) SHALL HAVE NO LIABILITY THEREFOR.

5. Taxes. The Purchaser shall pay any sales or use tax imposed by a state or local government (if any is applicable), which results from the sale of the Aircraft.

6. Assignment. This Agreement may not be transferred or assigned without written authorization signed by Seller and Purchaser.

7. Entire Agreement. This Agreement constitutes the entire Agreement between the parties. No statements, promises, or inducements made by any party to this Agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by the parties.

8) Closing Date: The Closing Date will be upon completion of the Pre-Purchase Inspection and correction of any airworthiness items by Pacific AirCare, on or before December 31, 2013.

9) Delivery Location: The Aircraft will be delivered to Purchaser at Watsonville Municipal Airport (KWVI).

Sincerely,

Don Ratcliff, Commander

Monterey County Sheriff's Aero Squadron

Accepted:

By: _____

Title: _____

Date: _____

ATTACHMENT A
SPECIFICATION SHEET

Cessna U206G, Registration #N90TF

Serial # 20605859

Year of Manufacture 1980

Total Airframe Time 5092.8*

TachTime 3685.2*

Engine Model IO 520-F-12B

Engine Serial Number 1003925

Engine Time since New 386.8*

*Times as of November 8, 2013

This was a factory new engine and it was installed on 5 May 2011. It was purchased from Continental Motors and it was complete with all new accessories with the exception of the vacuum pump. Complete new set of baffles from Airforms Inc., were installed at this time. New hoses and cables were installed. New Knisley mufflers installed (part numbers: right side K1250251-16 and left side K1250705-8. New induction Air Box Assembly installed, Cessna part # 1250705-8.

Engine accessories as follows:

Starter – Continental Energizer – Pt. # 646275-1

Alternator – Plane Power – Model # AL24-F60C – serial # 46-103507

Oil Cooler – Continental – Pt. # E10-8555-75

Magnetos – Bendix 1200 series

Right – S6RN-1225N - Pt. # 10-349350-5

Left – S6RN-1225 – Pt. # 10-349350-4

Propeller Governor – McCauley – Model # C29D4-X-74 – serial # 100447 – Pt. # C-20373-2

Vacuum Pump – Rapco – Model # 216CW – serial # B28577 (replaced by Hangar One August, 2013)

New Air Filter Assembly – Barcket – Pt. # BA-2210-L

New Spark Plugs – Champion – RHB32E

Wolf Firewall Mounted Oil Filter Assembly

Exhaust system is after market and made in Alaska. It was removed from the exchanged engine with about 500 hours on it. A new muffler was installed in September, 2013.

A factory new propeller was installed at this time as well. It is a McCauley, Model # D3A34C404, Serial # 802564. Blade Model 80VA-0, K128563, K128565, K128567

Aircraft Equipment as follows:

Lord Shimmy Damper

800-6 main gear tires

Cleveland wheels and brakes

Inertial Reel under Pilot Seat

STOL Kit, Flap and Aileron Seal Kit and Wing tips

Avionics

KFC 200 Autopilot

Two Garmin GTX 330 Mode S Transponders (TIS traffic Information System)

Garmin 530W GPS Nav/Com (Nav Database current) with GP Indicator and coupled to the Autopilot.

King KX 165 # 2 Nav/Com, with GS

DME

Law Enforcement Equipment

NAT AA94-457 Audio Panels (2) (front & rear)

Technisonics TDFM 6158/AMS 6000 FM COMM Radio (Digital) VHF, UHF and 800 MHz bands.

Wulfsberg RT 5000 Transceiver, serial # 349 (Analog) (29MHz through 960MHz)

Wulfsberg C5000 Control Head, serial # 921

Wulfsberg RT138 remote mount VHF transceiver, serial #1243 (not installed)

Wulfsberg RT406F remote mount UHF transceiver, serial #1166 (not installed)

Technisonics TFM500 VHF & UHF transceiver, serial #JA274 (not installed)

NAT TDF-403 Tactical Direction Finding System


UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION—FEDERAL AVIATION ADMINISTRATION
STANDARD AIRWORTHINESS CERTIFICATE

1 NATIONALITY AND REGISTRATION MARKS N90TF	2 MANUFACTURER AND MODEL Cessna U206G	3 AIRCRAFT SERIAL NUMBER U20605859	4 CATEGORY Normal
--	--	--	--------------------------

5 AUTHORITY AND BASIS FOR ISSUANCE
This airworthiness certificate is issued pursuant to the Federal Aviation Act of 1958 and certifies that, as of the date of issuance, the aircraft to which issued has been inspected and found to conform to the type certificate therefor, to be in condition for safe operation, and has been shown to meet the requirements of the applicable comprehensive and detailed airworthiness code as provided by Annex 8 to the Convention on International Civil Aviation, except as noted herein.
Exceptions:

None

6 TERMS AND CONDITIONS
Unless sooner surrendered, suspended, revoked, or a termination date is otherwise established by the Administrator, this airworthiness certificate is effective as long as the maintenance, preventative maintenance, and alterations are performed in accordance with Parts 21, 43, and 91 of the Federal Aviation Regulations, as appropriate, and the aircraft is registered in the United States.

DATE OF ISSUANCE Jan. 12, 1994	FAA REPRESENTATIVE  R. Dale Donegan	DESIGNATION NUMBER DAR108FSSO
---------------------------------------	--	--------------------------------------

Any alteration, reproduction, or misuse of this certificate may be punishable by a fine not exceeding \$1,000, or imprisonment not exceeding 3 years or both. THIS CERTIFICATE MUST BE DISPLAYED IN THE AIRCRAFT IN ACCORDANCE WITH APPLICABLE FEDERAL AVIATION REGULATIONS.