

RECEIVING

PURCHASE ORDER
TEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENT

Order Date
07/15/2026

Page 01

200 Technology Way, Suite 1120, College Station, TX 77845-3424; Phone 979-458-7380, FAX 979-458-7386

Purchase Order No.	(Include this number on all correspondence and packages)
P600366	

VENDOR GUARANTEES
 MERCHANDISE DELIVERED ON
 THIS ORDER WILL MEET OR
 EXCEED SPECIFICATIONS IN
 THE BID INVITATION.

VENDOR
13010575150 BRIDGER AEROSPACE GROUP LLC 90 ABIATION LN BELGRADE, MT 59714-9384

ALL TERMS AND
 CONDITIONS SET
 FORTH IN OUR BID
 INVITATION BECOME
 A PART OF THIS
 ORDER.

INVOICE TO:
TEXAS A&M FOREST SERVICE FRP--ASSOCIATE DIRECTOR 200 TECHNOLOGY WAY, SUITE 1162 COLLEGE STATION TX 77845-3424
SHIP TO:
TEXAS A&M FOREST SERVICE FRP--ASSOCIATE DIRECTOR 200 TECHNOLOGY WAY, SUITE 1162 COLLEGE STATION TX 77845-3424

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PLEASE NOTE: IF YOUR INVOICE IS NOT ADDRESSED AS INSTRUCTED PAYMENT WILL BE DELAYED.

Item	Description	Quantity	UOM	Unit Price	Ext Price
	USER REF: 000000-TM				
1	Aircraft 1 - Milestone Event 1: Production Slot Allocation + OEM Contract Execution	1	EA	6489,606.650	6489,606.65
2	Aircraft 1 - Milestone Event 2: Fuselage Sections Arrive at Final Assembly (Wichita)	1	EA	1973,134.560	1973,134.56
3	Aircraft 1 - Milestone Event 3: Mate Complete - Wing + Fuselage Integration	1	EA	2630,846.080	2630,846.08
4	Aircraft 1 - Milestone Event 4: Engine Installation Complete	1	EA	1644,278.800	1644,278.80
5	Aircraft 1 - Milestone Event 5: Aircraft Rollout/Paint Complete	1	EA	3645,840.550	3645,840.55
6	Aircraft 1 - Milestone Event 6: Critical Design Review	1	EA	1644,278.800	1644,278.80
7	Aircraft 1 - Milestone Event 7: Integration and Functional Testing Complete	1	EA	1595,786.660	1595,786.66
8	Aircraft 1 - Milestone Event 8: Final Delivery and Acceptance	1	EA	1266,930.900	1266,930.90
9	Aircraft 2 - Milestone Event 1: Production Slot Allocation + OEM Contract Execution	1	EA	5622,251.840	5622,251.84
10	Aircraft 2 - Milestone Event 2: Fuselage Sections Arrive at Final Assembly (Wichita)	1	EA	1624,692.600	1624,692.60

BGS

Texas A&M Forest Service cannot accept collect freight shipments.

FOB: NOT SPECIFIED

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The State of Texas is exempt from all Federal Excise Taxes.

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Texas Tax Code, Section 151.309 (4), for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

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Item	Description	Quantity	UOM	Unit Price	Ext Price
11	Aircraft 2 - Milestone Event 3: Mate Complete - Wing + Fuselage Integration	1	EA	2437,038.900	2437,038.90
12	Aircraft 2 - Milestone Event 4: Engine Installation Complete	1	EA	1624,692.600	1624,692.60
13	Aircraft 2 - Milestone Event 5: Aircraft Rollout/Paint Complete	1	EA	2795,519.700	2795,519.70
14	Aircraft 2 - Milestone Event 6: Critical Design Review	1	EA	1624,692.600	1624,692.60
15	Aircraft 2 - Milestone Event 7: Integration and Functional Testing Complete	1	EA	1579,937.880	1579,937.88
16	Aircraft 2 - Milestone Event 8: Final Delivery and Acceptance	1	EA	1559,937.880	1559,937.88
17	Aircraft 3 - Milestone Event 1: Production Slot Allocation + OEM Contract Execution	1	EA	5548,094.200	5548,094.20
18	Aircraft 3 - Milestone Event 2: Fuselage Sections Arrive at Final Assembly (Wichita)	1	EA	1599,121.000	1599,121.00
19	Aircraft 3 - Milestone Event 3: Mate Complete - Wing + Fuselage Integration	1	EA	2398,681.500	2398,681.50
20	Aircraft 3 - Milestone Event 4: Engine Installation Complete	1	EA	1599,121.000	1599,121.00
21	Aircraft 3 - Milestone Event 5: Aircraft Rollout/Paint Complete	1	EA	2769,948.100	2769,948.10
22	Aircraft 3 - Milestone Event 6:	1	EA	1599,121.000	1599,121.00

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Item	Description	Quantity	UOM	Unit Price	Ext Price
	Critical Design Review				
23	Aircraft 3 - Milestone Event 7: Integration and Functional Testing Complete	1	EA	1559,480.600	1559,480.60
24	Aircraft 3 - Milestone Event 8: Final Delivery and Acceptance	1	EA	1539,480.600	1539,480.60
				TOTAL	58372,515.00
	***** NET 30 *****				
	NOTE TO VENDOR: "SHIP TO" AND "INVOICE TO" ADDRESSES MAY DIFFER. FAILURE TO SUBMIT INVOICE TO PROPER ADDRESS MAY RESULT IN DELAYED PAYMENT.				
	PURCHASE OF TWO (3) MULTI-MISSION AIR CRAFT FOR WILDLAND FIREFIGHTING AND SEARCH AND RESCUE MISSIONS IN ACCORDANCE WITH RFP-26-004 AND THE ATTACHED CONTRACT.NO. CO-26-308 DATED JULY 15,2026.				
	POINT OF CONTACTS: TEXAS A&M FOREST SERVICE (PRIMARY) DAVE MOORE 200 TECHNOLOGY WAY, SUITE 1120 COLLEGE STATION, TX 77845 (979) 286-6485 DAVID.MOORE@TFS.TAMU.EDU TEXAS A&M FOREST SERVICE (SECONDARY): TERRY SMITH 200 TECHNOLOGY WAY, SUITE 1151				

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Item	Description	Quantity	UOM	Unit Price	Ext Price
	COLLEGE STATION, TX 77845 (979) 458-7381 TSMITH@TFS.TAMU.EDU BRIDGER AEROSPACE GROUP, LLC CAT COOPER 90 AVIATION LN BELGRADE, MT 59714 (575) 749-5312 C.COOPER@BRIDGERAEROSPACE.COM VENDOR QUOTE: RFP-26-004 VENDOR REF: CAT COOPER Purchase made by an Institution of Higher Education, Section 51.9335 Education Code. CC FY ACCOUNT NO. DEPT. -- --- ----- 11 2026 112331-00000-8733 FEMR DOCUMENT DATE: 07/14/2026 DEPT.CONTACT: JARED KARNS PHONE NO.: 979-458-7345 PCC CD: 9 TYPE FUND: TYPE ORDER:			58372,515.00	

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PURCHASING AGENT FOR

STATE OF TEXAS
TEXAS A&M FOREST SERVICE

MULTI-MISSION AIRCRAFT (MMA)
PROCUREMENT AND MODIFICATION CONTRACT

Between

The Texas A&M Forest Service ("TFS" or "Member")

and

Bridger Aerospace Group, LLC ("Contractor", "Bridger" or "Provider")

Texas Multi-Mission Aircraft Program (TX-MMA)

Contract No.	CO-26-308
Effective Date	The date the Contract is executed by both Parties.
Primary Purpose	Aircrafts ProcurementModification, and Delivery
Base Aircraft Value (3 new King 360 Multi-Mission Aircrafts)	\$48,680,924.00
Est. Total Fully Configured, Mission-Ready ConditionValue	\$58,372,515.00 (see Attachment C)
Contract Term	Per delivery schedule (described in Article 7)

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PART I – AIRCRAFT PROCUREMENT AND MODIFICATION (Primary)

- Article 1 – Definitions and Interpretation
- Article 2 – Term, Funding, and Order of Precedence
- Article 3 – Program Scope and Fleet Structure
- Article 4 – Aircraft Procurement – Contract Price
- Article 5 – Aircraft Configuration – Baseline and Selected Options
- Article 6 – Payment Milestones
- Article 7 – Aircraft Delivery and Acceptance
- Article 8 – Configuration Control and Modifications
- Article 9 – Data Rights and Intellectual Property
- Article 10 – Performance Standards
- Article 11 – Safety and Quality Assurance
- Article 12 – Insurance and Indemnification
- Article 13 – Termination
- Article 14 – Disputes and General Provisions
- Article 15 – Knowledge Transfer and Data Access

ATTACHMENTS

- Attachment A – Statement of Work (SOW)
- Attachment B – Staffing Plan
- Attachment C – Pricing Workbook (CLIN Schedule)
- Attachment D – Data Rights and IP
- Attachment E – Not applicable
- Attachment F – CDRLs
- Attachment G – Safety and Quality Assurance Plan
- Attachment H – Configuration and Options (Per Aircraft)
- Attachment I – Forms and Certifications
- Attachment J – IGNIS Platform Agreement
- Attachment K – Warranty Items

RECITALS

WHEREAS, the Texas A&M Forest Service ("TFS"), a member The Texas A&M University System ("A&M System"), is an agency of the state of Texas charged with protecting the lives, property, and natural resources of the State of Texas; and

WHEREAS, Bridger and TFS may be individually referred to as "Party" or collectively referred to as "Parties".

WHEREAS, TFS requires a persistent, modular, multi-role aerial capability to support wildfire detection and mapping, intelligence, surveillance, and reconnaissance (ISR), disaster response, search and rescue, medical evacuation, and related public safety missions; and

WHEREAS, TFS performed a sealed proposal process RFP-26-004 ("RFP") to procure three (3) new King Air 360 Multi-Mission Aircrafts, fully configured and mission-ready upon delivery; and

WHEREAS, Bridger Aerospace Group, LLC ("Bridger") was the successful respondent to the RFP, and is an experienced provider of special mission aircraft, aerial firefighting, ISR platforms, modification services, and integrated aviation logistics support; and

WHEREAS, the Parties intend to establish a procurement-first partnership under the Texas Multi-Mission Aircraft Program ("TX-MMA"), with aircraft acquisition and modification.

NOW, THEREFORE, in consideration of the mutual covenants, representations, and Contracts set forth herein, the Parties agree as follows:

PART I – AIRCRAFT PROCUREMENT AND MODIFICATION

ARTICLE 1 – DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless the context clearly requires otherwise, the following terms shall have the meanings set forth below.

1.1.1 "Acceptance"

Written confirmation by the TFS that a Deliverable, Aircraft, Modification, or Milestone Deliverable meets all applicable Contract requirements and is approved for operational use. Acceptance shall not be unreasonably withheld, conditioned, or delayed.

1.1.2 "Aircraft" or "MMA"

A King Air 360-series aircraft configured as a Multi-Mission Aircraft capable of ISR, wildfire operations, mapping, MedEvac, and related missions as defined in this Contract.

1.1.3 "Availability" or "Mission Capable Status"

The condition in which an Aircraft is fully operational, properly crewed, and equipped to perform its assigned mission without restriction.

1.1.4 "Baseline Configuration"

The fully defined and documented configuration of each Aircraft, including airframe, engines, avionics, mission systems, sensors, and software, as established at Acceptance per Attachment I.

1.1.5 "CLIN" (Contract Line Item Number)

A discrete, priced line item representing specific deliverables, services, or options as set forth in Attachment C.

1.1.6 "Configuration Control"

The formal process by which all changes to Aircraft or systems are proposed, evaluated, approved, documented, and implemented.

1.1.7 "Delivery Event"

A discrete, objectively verifiable event that triggers payment per Article 6.

1.1.8 "Effective Date"

The date on which this Contract is executed by both Parties.

1.1.9 "Installed Work"

Any hardware, software, modification, system, or component physically installed or integrated into an Aircraft under this Contract.

1.1.10 "Medevac Provisions"

Structural reinforcement, wiring, and mounting provisions installed in Aircraft 2 and 3 to facilitate future full Medevac configuration, without including the full mission equipment package.

1.1.11 "Milestone"

A defined stage of work tied to a payment obligation per Article 6.

1.1.12 "Mission Data"

All data collected during operations, including video, imagery, telemetry, maps, and derived products, owned exclusively by the TFS.

1.1.13 "Optional Upgrade"

Any capability not included in the Baseline Configuration, procurable through separate CLINs per Attachment C.

1.1.14 "Program" or "TX-MMA"

The Texas Multi-Mission Aircraft Program established under this Contract.

1.1.15 "Selected Options"

The specific optional items identified per aircraft in Article 5 and Attachment I, incorporated into the Contract at execution.

1.1.16 "SOW"

Attachment A, defining the technical and operational requirements of this Contract.

1.1.17 "Survivable Payment"

A payment obligation that remains due notwithstanding termination or expiration of this Contract.

1.2 Interpretation

1.2.1 Words in the singular include the plural and vice versa.

1.2.2 "Including" means "including without limitation."

1.2.3 No obligation shall be implied unless expressly stated.

1.2.4 The Contractor shall not provide goods or services beyond those explicitly defined and priced.

1.2.5 All Milestones and Deliverables shall be interpreted to preserve the Contractor's right to payment for work performed.

1.2.6 No provision shall be interpreted to result in forfeiture of payment for Installed Work or completed Deliverables.

1.2.7 In the event of conflict, the Order of Precedence in Article 2.4 governs.

ARTICLE 2 – TERM, FUNDING, AND ORDER OF PRECEDENCE

2.1 Procurement Term

The aircraft procurement and modification obligations under Part I shall be governed by Attachment A. Aircraft procurement payments are milestone-based and do not expire on a calendar basis.

2.2 Appropriations Contingency

This Contract is contingent upon the availability of appropriated funds. The TFS shall provide thirty (30) days' written notice in the event funds are not available. Survivable Payments for completed procurement Milestones shall remain due regardless of any funding contingency.

2.3 Order of Precedence

In the event of conflict:

- (1) This Contract
- (2) State-Mandated Terms
- (3) Attachment A – SOW
- (4) Attachment C – Pricing Workbook
- (5) Attachment I – Configuration and Options
- (6) All other Attachments in lettered order

ARTICLE 3 – PROGRAM SCOPE AND FLEET STRUCTURE

3.1 Primary Purpose – Aircraft Procurement

The primary purpose of this Contract is the procurement, modification, and delivery of three (3) new King Air 360 Multi-Mission Aircraft in fully configured, mission-ready condition.

3.2 Fleet Composition – New Aircraft (Primary Obligation) for All Three Aircrafts

- (a) Aircraft 1 (CLIN-0001): King Air 360 MMA – Full Medevac Configuration + Cargo Door + All Selected Options
- (b) Aircraft 2 (CLIN-0002): King Air 360 MMA – Medevac Provisions Only + All Selected Options
- (c) Aircraft 3 (CLIN-0003): King Air 360 MMA – Medevac Provisions Only + All Selected Options

3.3 Modularity and Optional Equipment

All mission systems and configurations are modular. The Selected Options for each aircraft in Section 3.2 (a) through (c) (also referred to as “All Three Aircraft(s)”), are defined in Article 5 and Attachment I. Additional optional equipment not selected at execution may be exercised at any time through CLIN-OPT-001 (General Optional Equipment CLIN) via written Contract modification, signed both authorized representatives of each Party.

3.4 Mission Roles

- (a) Wildfire Detection, Mapping, and Aerial Reconnaissance
- (b) Intelligence, Surveillance, and Reconnaissance (ISR)
- (c) Disaster Response and Coordination
- (d) Search and Rescue
- (e) Medical Evacuation (full MedEvac on Aircraft 1; provisions on Aircraft 2 and 3)
- (f) Law Enforcement Support and Border Security Operations

ARTICLE 4 – AIRCRAFT PROCUREMENT – CONTRACT PRICE

4.1 Base Aircraft Prices – Firm Fixed Price

The firm-fixed base prices for the three (3) new King Air 360 MMAs as proposed in Bridger Aerospace Group's response to RFP-26-004 are:

Aircraft	CLIN	Description	Base Price
Aircraft 1	CLIN-0001	King Air 360 MMA – Baseline Config	\$16,442,788.00
Aircraft 2	CLIN-0002	King Air 360 MMA – Baseline Config	\$16,246,926.00
Aircraft 3	CLIN-0003	King Air 360 MMA – Baseline Config	\$15,991,210.00
TOTAL BASE			\$48,680,924.00

4.1(a) Pricing Basis and Economic Escalation Notice

Prices set forth in this Contract reflect market conditions as of the date of execution. Certain pricing for aviation-grade electronics, communications systems, satellite equipment, and installation services has been materially affected by current global economic conditions, including supply chain disruptions associated with geopolitical instability and their effects on international aviation markets. No escalation

shall apply without a written modification executed by both Parties. Contractor shall provide documentation and justification for its cost increases. All increases must be a result of force majeure and all line-item price increases shall be strictly limited to an actual increase in the Contractor's cost and shall not include profit margins.

4.2 Selected Options – Incorporated at Execution

The Selected Options for each aircraft (defined in Article 5 and Attachment I) are incorporated into the Contract at execution. Their prices are additive to the base aircraft price and are priced under individual CLINs per Attachment C. The estimated total configured value for All Three Aircrafts are:

Aircraft	Base Price	Options Subtotal	Configured Value
Aircraft 1	\$16,442,788.00	\$4,447,915.00*	\$20,890,703.00*
Aircraft 2	\$16,246,926.00	\$2,621,838.00*	\$18,868,764.00*
Aircraft 3	\$15,991,210.00	\$2,621,838.00*	\$18,613,048.00*
PROGRAM TOTAL	\$48,680,924.00	\$9,691,591.00*	\$58,372,515.00*

* Excludes additional exercised CLINs. All confirmed selections are included in the configured values above.

4.3 Configuration Integrity

Contractor shall deliver each Aircraft in the fully integrated, mission-ready configuration defined in this Contract. No Baseline or Selected Option component shall be removed, deferred, or re-priced following Contract execution without a written modification executed by both Parties.

4.4 No Decomposition

The TFS shall not deconstruct or separately re-price individual components of the aircraft configuration following Contract execution.

4.5 Optional Equipment CLIN (CLIN-OPT-001)

A general Optional Equipment CLIN (CLIN-OPT-001) is established to allow the TFS to exercise any additional items from the Bridger pricing menu (Attachment C) that are not selected at Contract execution. Any exercise of CLIN-OPT-001 shall be by written Contract modification, identifying the specific item(s), quantity, aircraft, and agreed price. No item shall be considered added to the Contract until a written modification is fully executed.

4.6 Non-Recurring Engineering (NRE)

NRE covers engineering, certification, tooling, drawing development, and integration design work required to execute the mission system modifications for each aircraft. NRE is priced per aircraft, reflecting the first-article burden on Aircraft 1:

Aircraft	CLIN	NRE Scope	Price
Base Modification NRE (Airframe, Mission Systems, Avionics Integration, STC/Certification)			
Aircraft 1	CLIN-NRE-001	First Article / Lead Ship – Full integration engineering, STC/certification support, tooling, drawing package development	\$325,000.00

Aircraft 2	CLIN-RE-002	Follow-On – Reduced scope; leverages Aircraft 1 drawings and tooling	\$100,000.00
Aircraft 3	CLIN-RE-003	Follow-On – Reduced scope; leverages Aircraft 1 drawings and tooling	\$100,000.00
TK-8 System NRE (Integration, Certification, Test)			
Aircraft 1	CLIN-NRE-004	First Article TK-8 Integration – Certification engineering, first article test, interface documentation	\$100,000.00
Aircraft 2	CLIN-RE-005	Follow-On TK-8 – Reduced scope; leverages Aircraft 1 TK-8 engineering package	\$50,000.00
Aircraft 3	CLIN-RE-006	Follow-On TK-8 – Reduced scope; leverages Aircraft 1 TK-8 engineering package	\$50,000.00
TOTAL NRE			\$725,000.00

Total NRE across all six CLINs (CLIN-NRE-001 through CLIN-NRE-006) is \$725,000. NRE payments are tied to Modification Induction (Milestone 6) for each aircraft, unless specific NRE elements require earlier expenditure, in which case Contractor shall provide written advance notice per Article 6.5.

ARTICLE 5 – AIRCRAFT CONFIGURATION – BASELINE AND SELECTED OPTIONS

5.1 Baseline Configuration – All Three Aircrafts

Each of All Three Aircrafts shall include the following Baseline Configuration, incorporated in the base price of each aircraft:

Aircraft Modifications and Mission Systems

- SATCOM Modification
- Belly Pod
- Belly Rails
- Retractable Mount for MX-15
- Feed-Through Interface Box
- AFF Tracking and SAT Phone
- Wescam MX-15 EO/IR Sensor

Avionics and Flight Deck

- Operator Workstation
- 20U Console / Rack
- CarteNav Software License
- AVCON Power Bus STC
- FM Radios
- AM Radios
- Audio Systems

- ADS-B IN (Permanent Installation)
- Second GPS-4000S
- SAT Phone (Iridium)

Crew and Cabin Features

- (2) USB Charging Ports – PIC
- (2) USB Charging Ports – SIC
- (2) USB Charging Ports – Aft Observer
- Chemical Toilet with L-Shaped Curtain
- Crash Axe
- Custom Paint Scheme
- 24" Extended Pedestal Kit
- Raisbeck Crown Wing Lockers (CWLS)
- Cargo Net Kit
- L-Shaped Baggage Web
- Five (5) VIP Cabin Chairs

5.2 Aircraft 1 – Selected Options (In Addition to Baseline)

The following options are selected and incorporated for Aircraft 1:

Aircraft 1 – Selected Options	
Option Item	Price
Cargo Door	\$1,305,250.00
Raisbeck Gear Doors	\$103,500.00
Heavy Weight (HW) Gear (no ER)	\$460,000.00
SiriusXM Weather	\$51,865.00
Medevac: Mission Configuration (full)	\$325,000.00
Carpet Runners	\$12,880.00
Service Life Evaluation	\$75,670.00
TK-8 Feedthrough Box	\$43,494.00
TK-8 Mount and Door	\$71,006.00
TK-8 Sensor	\$1,066,000.00
TK-8 Non-Recurring Engineering (NRE) – Aircraft 1	\$100,000.00
Antenna Relocation (as required per aircraft antenna survey)	\$20,000.00
Remote Technical Support – Drawings and Installation (up to 20 hours)	Included in Base
Miscellaneous Hardware	\$71,500.00
2x VHF FM Radios (TDFM9000 Cards 1-4) – CLIN-R001	\$105,000.00

1x VHF AM in MSO Station (Garmin GTR205) – CLIN-R002	\$5,000.00
1x UHF Radio 403-520 MHz (TDFM9000 Cards 5-6) – incl. in CLIN-R001	Included in Base
1x 800/700 MHz Radio (TDFM9000 Cards 5-6) – incl. in CLIN-R001	Included in Base
RC9000 Remote Control Head and Audio Switching Unit – CLIN-R004	\$12,000.00
Radio Install Labor – CLIN-R005	\$5,750.00
Starlink Aerotile (SpaceX-Approved Install) or similar – CLIN-R006	\$289,000.00
Non-Recurring Engineering (NRE) – Aircraft 1 (First Article / Lead Ship) – CLIN-NRE-001	\$325,000.00
CONFIRMED OPTIONS SUBTOTAL	\$4,447,915.00
BASE AIRCRAFT PRICE	\$16,442,788.00
TOTAL CONFIGURED VALUE	\$20,890,703.00

5.3 Aircraft 2 – Selected Options (In Addition to Baseline)

The following options are selected and incorporated for Aircraft 2. Note: Medevac is replaced with Medevac Provisions only.

Aircraft 2 – Selected Options	
Option Item	Price
Raisbeck Gear Doors	\$103,500.00
Heavy Weight (HW) Gear (no ER)	\$460,000.00
SiriusXM Weather	\$51,865.00
Medevac Provisions (structural, wiring, mounting – no full config)	\$50,000.00
Carpet Runners	\$12,880.00
Service Life Evaluation	\$75,670.00
TK-8 Feedthrough Box	\$43,494.00
TK-8 Mount and Door	\$71,006.00
TK-8 Sensor	\$1,066,000.00
TK-8 Non-Recurring Engineering (NRE) – Follow-On Aircraft – CLIN-NRE-005/006	\$50,000.00
Antenna Relocation (SOW TBD following antenna map review)	\$20,000.00
Remote Technical Support – Drawings and Installation (up to 20 hours)	Included in Base
Miscellaneous Hardware	\$71,500.00
2x VHF FM Radios (TDFM9000 Cards 1-4)	\$112,350.00

1x VHF AM in MSO Station (Garmin GTR205)	\$5,350.00
1x UHF Radio 403-520 MHz (TDFM9000 Cards 5-6) – incl. in CLIN-R001	Included in Base
1x 800/700 MHz Radio (TDFM9000 Cards 5-6) – incl. in CLIN-R001	Included in Base
RC9000 Remote Control Head and Audio Switching Unit	\$12,840.00
Radio Install	\$6,153.00
Starlink Aerotile (SpaceX-Approved Install or similar)	\$309,230.00
Non-Recurring Engineering (NRE) – Follow-On Aircraft – CLIN-NRE-002/003	\$100,000.00
CONFIRMED OPTIONS SUBTOTAL	\$2,621,838.00
BASE AIRCRAFT PRICE	\$16,246,926.00
TOTAL CONFIGURED VALUE	\$18,868,764.00

5.4 Aircraft 3 – Selected Options (In Addition to Baseline)

Aircraft 3 carries the same selected options as Aircraft 2:

Aircraft 3 – Selected Options	
Option Item	Price
Raisbeck Gear Doors	\$103,500.00
Heavy Weight (HW) Gear (no ER)	\$460,000.00
SiriusXM Weather	\$51,865.00
Medevac Provisions (structural, wiring, mounting – no full config)	\$50,000.00
Carpet Runners	\$12,880.00
Service Life Evaluation	\$75,670.00
TK-8 Feedthrough Box	\$43,494.00
TK-8 Mount and Door	\$71,006.00
TK-8 Sensor	\$1,066,000.00
TK-8 Non-Recurring Engineering (NRE) – Follow-On Aircraft – CLIN-NRE-005/006	\$50,000.00
Antenna Relocation (SOW TBD following antenna map review)	\$20,000.00
Remote Technical Support – Drawings and Installation (up to 20 hours)	Included in Base
Miscellaneous Hardware	\$71,500.00
2x VHF FM Radios (TDFM9000 Cards 1-4)	\$112,350.00
1x VHF AM in MSO Station (Garmin GTR205)	\$5,350.00

1x UHF Radio 403-520 MHz (TDFM9000 Cards 5-6) – incl. in CLIN-R001	Included in Base
1x 800/700 MHz Radio (TDFM9000 Cards 5-6) – incl. in CLIN-R001	Included in Base
RC9000 Remote Control Head and Audio Switching Unit	\$12,840.00
Radio Install Labor	\$6,153.00
Starlink Aerotile (SpaceX-Approved Install) or similar	\$309,230.00
Non-Recurring Engineering (NRE) – Follow-On Aircraft – CLIN-NRE-002/003	\$100,000.00
CONFIRMED OPTIONS SUBTOTAL	\$2,621,838.00
BASE AIRCRAFT PRICE	\$15,991,210.00
TOTAL CONFIGURED VALUE	\$18,613,048.00

5.5 Medevac Distinction

Aircraft 1 receives the full Medevac Mission Configuration (CLIN-1005, \$325,000), including all equipment, medical mounting systems, and certification work required to operate in a medical evacuation role. Aircraft 2 and 3 receive Medevac Provisions only (CLIN-2005 / CLIN-3005, \$50,000 each), consisting of structural reinforcement, wiring, and hard points to allow future full Medevac configuration via CLIN-OPT-001 without major structural modification.

ARTICLE 6 – PAYMENT MILESTONES

6.1 Structure

All aircraft procurement payments — including both base aircraft price and all Selected Options — are milestone-based. Base aircraft payments (CLIN-0001 through CLIN-0003) are tied to a percentage of the base price. Selected Options payments are distributed across milestones as follows: Aircraft 1 base payments are front-loaded, reflecting higher first-article expenditure. Each milestone table below shows the base payment, options payment, and milestone total side by side. Milestones may happen out of order or simultaneously as schedules shift.

6.2 Aircraft 1 Milestone Schedule

Aircraft 1 – CLIN-0001 Base: \$16,442,788.00 Options: \$4,447,915.00 TOTAL: \$20,890,703.00				
Milestone Event	Base %	Base Aircraft Payment	Options Payment	Milestone Total
(1) Production Slot Allocation + OEM Contract Execution	30%	\$4,932,836.40	\$1,556,770.25	\$6,489,606.65
(2) Fuselage Sections Arrive at Final Assembly (Wichita)	12%	\$1,973,134.56	–	\$1,973,134.56
(3) Mate Complete – Wing + Fuselage Integration	16%	\$2,630,846.08	–	\$2,630,846.08

(4) Engine Installation Complete	10%	\$1,644,278.80	–	\$1,644,278.80
(5) Aircraft Rollout / Paint Complete	10%	\$1,644,278.80	\$2,001,561.75	\$3,645,840.55
(6) Critical Design Review	10%	\$1,644,278.80	–	\$1,644,278.80
(7) Integration and Functional Testing Complete	7%	\$1,150,995.16	\$444,791.50	\$1,595,786.66
(8) Final Delivery and Acceptance	5%	\$822,139.40	\$444,791.50	\$1,266,930.90
CONTRACT TOTAL	100%	\$16,442,788.00	\$4,447,915.00	\$20,890,703.00

Aircraft 1 – CLIN-0001

Milestone Event	Milestone Deliverables
(1) Production Slot Allocation + OEM Contract Execution	Executed OEM purchase Contract, Assigned aircraft serial numbers, Confirmed production line position, OEM-issued production schedule
(2) Fuselage Sections Arrive at Final Assembly (Wichita)	OEM production report showing fuselage arrival at final assembly facility with photographic evidence
(3) Mate Complete – Wing + Fuselage Integration	OEM milestone certification, production record, or factory visit
(4) Engine Installation Complete	Engine installation records with engine serial numbers assigned
(5) Aircraft Rollout / Paint Complete	Rollout certificate
(6) Critical Design Review	Final modification configuration, Engineering drawings
(7) Integration and Functional Testing Complete	Test Reports
(8) Final Delivery and Acceptance	Delivery of Aircraft

6.3 Aircraft 2 Milestone Schedule

Aircraft 2 – CLIN-0002 Base: \$16,246,926.00 Options: \$2,621,838.00 TOTAL: \$18,868,764.00				
Milestone Event	Base %	Base Aircraft Payment	Options Payment	Milestone Total
(1) Production Slot Allocation + OEM Contract Execution	29%	\$4,711,608.54	\$910,643.30	\$5,622,251.84
(2) Fuselage Sections Arrive at Final Assembly (Wichita)	10%	\$1,624,692.60	–	\$1,624,692.60
(3) Mate Complete – Wing + Fuselage Integration	15%	\$2,437,038.90	–	\$2,437,038.90
(4) Engine Installation Complete	10%	\$1,624,692.60	–	\$1,624,692.60

(5) Aircraft Rollout / Paint Complete	10%	\$1,624,692.60	\$1,170,827.10	\$2,795,519.70
(6) Critical Design Review	10%	\$1,624,692.60	–	\$1,624,692.60
(7) Integration and Functional Testing Complete	8%	\$1,299,754.08	\$280,183.80	\$1,579,937.88
(8) Final Delivery and Acceptance	8%	\$1,299,754.08	\$260,183.80	\$1,559,937.88
CONTRACT TOTAL	100%	\$16,246,926.00	\$2,621,838.00	\$18,868,764.00

Aircraft 2 – CLIN-0002

Milestone Event	Milestone Deliverables
(1) Production Slot Allocation + OEM Contract Execution	Executed OEM purchase Contract, Assigned aircraft serial numbers, Confirmed production line position, OEM-issued production schedule
(2) Fuselage Sections Arrive at Final Assembly (Wichita)	OEM production report showing fuselage arrival at final assembly facility with photographic evidence
(3) Mate Complete – Wing + Fuselage Integration	OEM milestone certification, production record, or factory visit
(4) Engine Installation Complete	Engine installation records with engine serial numbers assigned
(5) Aircraft Rollout / Paint Complete	Rollout certificate
(6) Critical Design Review	Final modification configuration, Engineering drawings
(7) Integration and Functional Testing Complete	Test Reports
(8) Final Delivery and Acceptance	Delivery of Aircraft

6.4 Aircraft 3 Milestone Schedule

Aircraft 3 – CLIN-0003 | Base: \$15,991,210.00 | Options: \$2,621,838.00 | TOTAL: \$18,613,048.00

Milestone Event	Base %	Base Aircraft Payment	Options Payment	Milestone Total
(1) Production Slot Allocation + OEM Contract Execution	29%	\$4,637,450.90	\$910,643.30	\$5,548,094.20
(2) Fuselage Sections Arrive at Final Assembly (Wichita)	10%	\$1,599,121.00	–	\$1,599,121.00
(3) Mate Complete – Wing + Fuselage Integration	15%	\$2,398,681.50	–	\$2,398,681.50
(4) Engine Installation Complete	10%	\$1,599,121.00		\$1,599,121.00
(5) Aircraft Rollout / Paint Complete	10%	\$1,599,121.00	\$1,170,827.10	\$2,769,948.10
(6) Critical Design Review	10%	\$1,599,121.00	–	\$1,599,121.00

(7) Integration and Functional Testing Complete	8%	\$1,279,296.80	\$280,183.80	\$1,559,480.60
(8) Final Delivery and Acceptance	8%	\$1,279,296.80	\$260,183.80	\$1,539,480.60
CONTRACT TOTAL	100%	\$15,991,210.00	\$2,621,838.00	\$18,613,048.00

Aircraft 3 – CLIN-0003	
Milestone Event	Milestone Deliverables
(1) Production Slot Allocation + OEM Contract Execution	Executed OEM purchase Contract, Assigned aircraft serial numbers, Confirmed production line position, OEM-issued production schedule
(2) Fuselage Sections Arrive at Final Assembly (Wichita)	OEM production report showing fuselage arrival at final assembly facility with photographic evidence
(3) Mate Complete – Wing + Fuselage Integration	OEM milestone certification, production record, or factory visit
(4) Engine Installation Complete	Engine installation records with engine serial numbers assigned
(5) Aircraft Rollout / Paint Complete	Rollout certificate
(6) Critical Design Review	Final modification configuration, Engineering drawings
(7) Integration and Functional Testing Complete	Test Reports
(8) Final Delivery and Acceptance	Delivery of Aircraft

6.5 Payment Terms

- (a) Contractor shall submit a payment request within five (5) business days of achieving each Milestone.
- (b) TFS shall pay within thirty (30) days of receipt of a compliant request per Texas Government Code Chapter 2251.
- (c) Each request shall include objective documentation evidencing Milestone achievement.
- (d) Payments will only be made for completed and accepted milestones.
- (e) Milestone payments for completed Milestones are Survivable Payments.

ARTICLE 7 – AIRCRAFT DELIVERY AND ACCEPTANCE

7.1 Delivery Schedule

Contractor shall deliver each Aircraft as defined in Attachment A. Contractor shall propose delivery schedule to TFS upon Contractor's OEM contract execution; within thirty (30) days of execution of this Contract. Changes to the schedule, explanation, and/or mitigation plan shall be communicated to the TFS within 7 days of occurrence. Contractor shall not be penalized for schedule shifts outside its control, such as supply chain delays, unforeseen design changes, design changes requested by the customer,

acts of God, etc. Contractor shall provide documentation and justification for schedule shifts, supply chain delays and design changes made by Contractor.

7.2 Delivery Location

Aircraft shall be delivered to a TFS-designated location within Texas. Title and risk of loss transfer upon Final Delivery and written Acceptance.

7.3 Acceptance Process

- (a) TFS shall conduct Acceptance inspection of completed aircraft within ten (10) business days, which is defined as Monday through Friday of delivery.
- (b) Acceptance is based on conformance with Attachment I configuration and SOW requirements.
- (c) TFS shall provide written Acceptance or notice of non-conformance within the inspection period.
- (d) Failure to provide written notice within the inspection period constitutes deemed Acceptance.
- (e) Acceptance shall not be unreasonably withheld.

7.4 Non-Conformance and Cure

Contractor shall submit a cure plan within seven (7) business days of receiving a non-conformance notice.

ARTICLE 8 – CONFIGURATION CONTROL AND MODIFICATIONS

8.1 Configuration Control

All post-delivery changes to Baseline Configuration require a written Engineering Change Proposal (ECP) approved by both Parties. Unauthorized modifications are prohibited.

8.2 TFS-Directed Modifications

Any modification to the Aircraft configuration following delivery must be agreed upon in writing by both Parties prior to commencement of any work. TFS-directed modifications shall be documented in a written Modification to this Contract, executed by authorized representatives of both Parties. Each modification shall be separately priced as a firm-fixed price work order or new CLIN. No modification work shall begin until a fully executed written Contract is in place. TFS-directed modifications may be initiated via CLIN-OPT-001 or through a new standalone CLIN established by written modification.

ARTICLE 9 – DATA RIGHTS AND INTELLECTUAL PROPERTY

9.1 TFS Mission Data

All Mission Data collected under this Contract is owned exclusively by the TFS. Contractor shall have no right to use, retain, or commercialize TFS Mission Data without prior written consent.

9.2 Contract Data

All CDRLs, reports, and deliverables are owned by the TFS. Contractor retains the right to use general skills and knowledge derived from performance.

9.3 Contractor Proprietary Data

Contractor retains ownership of proprietary data, IGNIS Platform software, and pre-existing IP. Nothing herein transfers ownership of Contractor Proprietary Data to the TFS.

9.4 Software License Grant

Contractor grants the TFS a non-exclusive license to use all software, firmware, and platform tools (including IGNIS and any other Contractor-provided software) for which the TFS has made payment under this Contract. The license is co-extensive with the period of payment and the scope of use for which payment was made. No separate license agreement is required. The TFS's right to use any software is established and perfected by payment of the applicable CLIN. No software license may be revoked, restricted, or conditioned beyond the terms of this Contract so long as the applicable CLIN is paid.

ARTICLE 10 – PERFORMANCE STANDARDS

10.1 Delivery Performance

Contractor shall meet the delivery schedule established in Attachment A. Delays shall be documented and reported per established procedures.

10.2 Configuration Compliance

Each delivered Aircraft shall conform to the Baseline Configuration and Selected Options defined in Attachment I. Discrepancies shall be documented in the Acceptance report.

ARTICLE 11 – SAFETY AND QUALITY ASSURANCE

11.1 Safety Requirements

Contractor shall maintain a Safety Management System (SMS) compliant with FAA Advisory Circular 120-92 series. All operations and maintenance shall comply with applicable FARs and OEM maintenance manuals.

11.2 Quality Assurance

Contractor shall maintain a Quality Assurance Plan per Attachment G. TFS reserves the right to conduct audits and inspections with reasonable notice.

ARTICLE 12 – INSURANCE AND INDEMNIFICATION

12.1 Insurance

Contractor shall procure and maintain, at its sole expense, throughout the term of this Agreement and for any applicable completed operations period, insurance issued by insurers authorized to do business in the State of Texas and rated A- VII or better by A.M. Best, or otherwise acceptable to MEMBER.

(a) Commercial General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 (or equivalent) with limits of not less than:

\$50,000,000 Each Occurrence

\$25,000,000 Personal and Advertising Injury
\$50,000,000 Products/Completed Operations Aggregate
\$50,000,000 General Aggregate

Contractor agrees to renew this coverage for 1.5 years after delivery of aircraft in order to cover the period through the first major inspection.

(b) Aviation Liability Insurance

Aircraft Liability Insurance, including bodily injury, property damage, passenger liability, hangar keepers liability (if applicable), and contractual liability with limits of not less than:

\$50,000,000 Combined Single Limit per occurrence.

Coverage shall apply to all owned, non-owned, leased, hired, or operated aircraft used in connection with this Agreement.

Such coverage shall include war & allied perils.

(c) Aircraft Hull Insurance

Hull All-Risk coverage including war & allied perils, written on an agreed value basis covering each aircraft while in transit, storage, testing, modification, and until final written acceptance by MEMBER.

Coverage shall insure the full replacement value of each aircraft and all installed mission equipment. Any and all deductibles will be responsibility of contractor.

Losses shall be payable to MEMBER and Contractor as their interests may appear.

(d) Hangar keepers Legal Liability

If Contractor has care, custody, or control of MEMBER's aircraft, Contractor shall maintain Hangar keepers Legal Liability insurance with limits of not less than the full replacement value of each aircraft in its care. Any and all deductibles will be the responsibility of the contractor.

(e) Workers' Compensation and Employers Liability

Workers' Compensation as required by Texas law.

Employers Liability:

\$1,000,000 Each Accident

\$1,000,000 Disease Policy Limit

\$1,000,000 Disease Each Employee

(f) Business Automobile Liability

Covering owned, hired, and non-owned vehicles with limits of not less than:

\$1,000,000 Combined Single Limit.

(h) Professional Liability / Errors & Omissions

Professional Liability covering aircraft engineering, design, integration, certification, avionics, maintenance, inspection, and modification activities with limits of not less than:

\$5,000,000 per claim and in the aggregate.

Coverage shall remain in force for at least three (3) years following final acceptance.

MEMBER, The Texas A&M University System, and their respective regents, officers, employees, and agents shall be included as Additional Insureds on the Commercial General Liability, Automobile Liability, Aviation Liability (where commercially available), and Umbrella policies for liabilities arising out of Contractor's performance under this Agreement.

Primary and Non-Contributory

Contractor's insurance shall be primary and non-contributory with respect to any insurance maintained by MEMBER.

Waiver of Subrogation

Contractor waives, and shall require its insurers to waive, all rights of subrogation against MEMBER, The Texas A&M University System, its member institutions, and their respective regents, officers, employees, and agents to the fullest extent permitted by law. This waiver shall apply to all insurance policies required under this Agreement, including Workers' Compensation, Commercial General Liability, Automobile Liability, Excess/Umbrella Liability, Aviation Liability, Hangar keepers Liability, and Professional Liability, to the extent such waivers are available.

Certificates and Endorsements

Prior to commencement of work, Contractor shall furnish certificates of insurance and, upon request, copies of applicable endorsements evidencing compliance with this Article. Coverage shall not be canceled, materially reduced, or non-renewed without at least thirty (30) days' prior written notice to MEMBER, except ten (10) days for non-payment of premium.

Failure to Maintain Insurance

Failure of Contractor to maintain the required insurance shall constitute a material breach of this Agreement. MEMBER may suspend performance, withhold payment, or terminate the Agreement until satisfactory evidence of coverage is provided.

Risk of Loss

Contractor shall bear all risk of loss or damage to each aircraft, including installed mission equipment and government-furnished property, from the time Contractor takes possession until final written acceptance by MEMBER. Contractor shall promptly repair or replace any damaged property at its sole expense and without delay to the delivery schedule, except to the extent caused solely by MEMBER's negligence.

12.2 Indemnification

Contractor shall indemnify, defend, and hold harmless the State, TFS, and their officers, employees, and agents from claims arising out of Contractor's negligence or wrongful acts in performance of this Contract.

ARTICLE 13 – TERMINATION

13.1 Termination for Convenience

TFS may terminate this Contract on thirty (30) days written notice. TFS shall pay: (a) all Milestone payments earned to termination; (b) reasonable documented work-in-progress costs that cannot be mitigated; (c) reasonable demobilization costs. Contractor shall mitigate costs upon receipt of notice.

13.2 Termination for Default

TFS may terminate for default after thirty (30) days written cure notice if Contractor fails to cure a material breach. Prior to termination, TFS shall provide a written cure notice and opportunity to submit a corrective action plan.

13.3 Non-Appropriation

If the Legislature fails to appropriate funds, TFS may terminate on thirty (30) days notice. Survivable Payments work completed remain due.

13.4 Anti-Forfeiture

No termination shall result in forfeiture of payment for Installed Work, Milestones completed, or accepted Deliverables.

ARTICLE 14 – DISPUTES AND GENERAL PROVISIONS

14.1 Dispute Resolution

To the extent that Chapter 2260, Texas Government Code is applicable to this Contract, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by MEMBER and PROVIDER to attempt to resolve any claim for breach of contract made by PROVIDER that cannot be resolved in the ordinary course of business. PROVIDER shall submit written notice of a claim of breach of contract under this Chapter to the Contracts Officer of MEMBER, who shall examine PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim. This provision and nothing in this Contract waives MEMBER's sovereign immunity to suit or liability, and MEMBER has not waived its right to seek redress in the courts.

14.2 Governing Law and Venue

This Contract is governed by Texas law. Venue is in Brazos County, Texas.

14.3 Continued Performance

Contractor shall continue performance of undisputed obligations during any dispute.

14.4 Independent Contractor

Contractor is an independent contractor. No employment, partnership, or agency relationship is created.

14.5 Assignment

Neither Party may assign this Contract without prior written consent, except TFS assignment to a successor agency.

14.6 Entire Contract

This Contract, including all Attachments, constitutes the entire Contract of the Parties and supersedes all prior negotiations.

14.7 Amendments

This Contract may be amended only by written instrument signed by authorized representatives of both Parties.

14.8 Records Retention

Contractor shall maintain all Contract records for seven (7) years post-expiration and make them available to the TFS upon request.

14.9 Public Information

This Contract may be subject to the Texas Public Information Act (Gov. Code Chapter 552). Contractor shall mark claimed proprietary information at submission.

ARTICLE 15 – KNOWLEDGE TRANSFER AND DATA ACCESS

15.1 Knowledge Transfer at Delivery

At each Aircraft delivery, Contractor shall provide complete configuration documentation, maintenance records to date, sensor calibration records, and all training materials required for TFS personnel to operate and maintain the Aircraft.

15.2 IGNIS Platform Access

TFS and Contractor shall negotiate standalone IGNIS access terms separately if desired by the TFS.

ARTICLE 16 – STATE REQUIRED CLAUSES

16.1. Delinquent Child Support Obligations

A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, Texas Family Code, PROVIDER certifies that it is not ineligible to receive the payments under this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

3 Executive Order GA-43 To the extent that PROVIDER is providing goods to MEMBER under this Contract, PROVIDER represents and warrants that the goods are not produced in or exported from the Gaza Strip or from any organization or state actor with ties to Hamas.

16.2 Executive Order GA-48

PROVIDER represents and warrants that PROVIDER is not and, if applicable, none of its holding companies or subsidiaries are (i) listed in Section 889 of the 2019 National Defense Authorization Act ("NDAA") regarding telecommunications and video surveillance; (ii) listed in Section 1260H of the 2021 NDAA regarding Chinese military companies in the US; (iii) owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4 ("15 C.F.R. § 791.4 List"); or (iv) controlled by any governing or regulatory body located in a country on the 15 C.F.R. § 791.4 List. PROVIDER acknowledges that a false certification is a material breach of contract and is grounds for

immediate termination of this Contract with no further obligation on the part of MEMBER or the A&M System. If this Contract is terminated due to a false certification, PROVIDER will immediately reimburse MEMBER for all prepaid costs.

16.3 Franchise Tax Certification

If PROVIDER is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then PROVIDER certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that PROVIDER is exempt from the payment of franchise (margin) taxes.

16.4 Limitations

As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of MEMBER to enter into certain terms and conditions of this Contract, including, but not limited to, those terms and conditions relating to liens on MEMBER's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Terms and conditions related to the Limitations will not be binding on MEMBER except to the extent authorized by the Constitution and the laws of the state of Texas. Neither the execution of this Contract by MEMBER nor any other conduct, action, or inaction of any representative of MEMBER relating to this Contract constitutes or is intended to constitute a waiver of MEMBER's or the state's sovereign immunity.

16.5 Payment of Debt or Delinquency to the State

Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, PROVIDER agrees that any payments owing to PROVIDER under this Agreement may be applied directly toward certain debts or delinquencies that PROVIDER owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

16.6 Prohibition on Contracts with Companies Boycotting Energy Companies

To the extent that Chapter 2276, Texas Government Code, is applicable to this Contract, PROVIDER certifies that (i) it does not boycott energy companies, and (ii) it will not boycott energy companies during the term of this Contract. PROVIDER acknowledges this Contract may be terminated for cause and payment withheld if this certification is inaccurate.

16.7 Prohibition on Contracts with Companies Boycotting Israel

To the extent that Chapter 2271, Texas Government Code, is applicable to this Contract, PROVIDER certifies that (i) it does not currently boycott Israel, and (ii) it will not boycott Israel during the term of this Contract. PROVIDER acknowledges this Contract may be terminated for cause and payment withheld if this certification is inaccurate.

16.8 Prohibition on Contracts with Companies Discriminating Against Firearm Entities and Trade Associations

To the extent that Chapter 2274, Texas Government Code, is applicable to this Contract, PROVIDER certifies that (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) it will not discriminate during the term of this Contract against a firearm entity or firearm trade association. PROVIDER acknowledges this Contract may be terminated for cause and payment withheld if this certification is inaccurate.

16.9 Prohibition on Contracts with Companies Engaging in Business with Certain Countries and Organizations

PROVIDER certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization,

as prohibited by Section 2252.152, Texas Government Code. PROVIDER acknowledges this Contract may be terminated for cause immediately if this certification is inaccurate.

16.10 Public Information

PROVIDER acknowledges that MEMBER is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Contract, as well as any other disclosure of information required by applicable Texas law. Upon MEMBER's written request, PROVIDER will promptly provide specified contracting information exchanged or created under this Contract for or on behalf of MEMBER to MEMBER in a non-proprietary format acceptable to MEMBER that is accessible by the public. PROVIDER acknowledges that MEMBER may be required to post a copy of the fully executed Contract on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Contract and PROVIDER agrees that this Contract can be terminated if PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

16.11 Record Retention

To the extent that Section 552.372, Texas Government Code applies to this Contract, PROVIDER must (i) preserve all "contracting information", as defined under Section 552.003(1-a), Texas Government Code, related to this Contract for the duration of this Contract as provided by the A&M System records retention requirements; (ii) promptly provide to MEMBER any contracting information related to this Contract that is in the custody or possession of PROVIDER on request of MEMBER; and (iii) on completion of this Contract, either (a) provide at no cost to MEMBER, all contracting information related to this Contract that is in the custody or possession of PROVIDER, or (b) preserve the contracting information related to this Contract for seven (7) years after the conclusion of this Contract as provided by the A&M System's records retention requirements. Furthermore, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Contract, and PROVIDER agrees that this Contract can be terminated if PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

16.12 State Auditor's Office

PROVIDER understands that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. PROVIDER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. PROVIDER will include this provision in all contracts with permitted subcontractors.

16.13 Tax Exempt Status

As an agency of the State of Texas MEMBER is tax exempt. Tax exemption certification will be furnished to PROVIDER upon request.

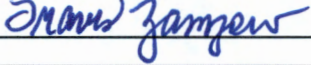
16.14 Conflict of Interest

PROVIDER certifies, to the best of their knowledge and belief, that no member of the A&M System's Board of Regents, nor any officer of MEMBER or A&M System, has a direct or indirect financial interest in PROVIDER or in the transaction that is the subject of the Contract.

- Signatures on next page -

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Contract as of the Effective Date.

TEXAS A&M FOREST SERVICESignature: Printed Name: Travis ZamzowTitle: Associate Director of FinanceDate: 07/15/2026Address: 200 Technology Way
College Station, TX 77845Email: tzamzow@tfs.tamu.edu**BRIDGER AEROSPACE GROUP, LLC**Signature: Cathrine Cooper Digitally signed by Cathrine Cooper
Date: 2026.07.14 15:36:25 -06'00'Printed Name: Cathrine CooperTitle: VP, ContractsDate: 7/14/2026Address: 90 Aviation Lane
Belgrade MT 59714Email: c.cooper@bridgeraerospace.com

ATTACHMENT A – STATEMENT OF WORK (SOW)

A.1 Purpose and Scope

This Statement of Work (SOW) defines the complete technical and operational requirements for aircraft procurement, modification, delivery, and training under the Texas Multi-Mission Aircraft Program (TX-MMA).

A.2 Factory-Delivered Baseline Configuration

Each of the three (3) King Air 360 aircraft shall be ordered from Textron Aviation (or authorized King Air production facility) in the following OEM-delivered baseline configuration. This represents the aircraft as it arrives from the factory prior to any Bridger modification work:

A.2.1 Airframe and Powerplant

- (a) King Air 360 airframe per current Textron production standard
- (b) Pratt and Whitney Canada PT6A-60A engines (standard for King Air 360)
- (c) Standard King Air 360 avionics suite, including Garmin G3000 flight deck
- (d) Standard pressurization, environmental, fuel, and electrical systems
- (e) Standard King Air interior configuration at time of OEM delivery

A.2.2 OEM-Included Equipment (Pre-Modification)

- (a) Raisbeck Crown Wing Lockers (CWLS) – factory option
- (b) 24-inch Extended Pedestal Kit – factory option
- (c) Five (5) VIP cabin chairs – factory option
- (d) ADS-B IN permanent installation– factory option
- (e) Second GPS-4000S– factory option– factory option
- (f) Standard audio panel and intercom system– factory option
- (g) USB charging ports (2 PIC, 2 SIC, 2 Aft Observer) – factory wiring
- (h) Chemical toilet with L-shaped curtain– factory option
- (i) Cargo net kit and L-shaped baggage web– factory option
- (j) Crash axe– factory option
- (k) Custom paint scheme per TFS-approved design– factory option
- (l) Cargo Door installation (Aircraft 1 only): large-format aft cargo door per applicable STC, requiring structural modification to fuselage– factory option
- (m) Heavy Weight (HW) Landing Gear modification: strengthened gear assemblies per STC to support increased gross weight configuration– factory option
- (n) Raisbeck Gear Door fairings: aerodynamic gear door fairings to maintain speed performance at higher gross weight– factory option
- (o) SiriusXM Weather receiver: installed and integrated with mission display– factory option
- (p) Carpet Runners: cabin floor protection appropriate for mission operations– factory option
- (q) Service Life Evaluation: formal documented evaluation of airframe service life status at time of modification– factory option

A.3 Post-Delivery Modification Program

Following OEM delivery, each aircraft shall be inducted into Bridger Aerospace's modification facility in Belgrade, Montana, or an FAA-authorized modification center, for conversion to full Multi-Mission Aircraft (MMA) configuration. All modification work shall be performed under applicable FAA Supplemental Type Certificates (STCs), OEM approved data, or FAA-approved engineering orders. The complete modified configuration for each aircraft is defined in Attachment I.

A.3.1 Structural Modifications

- (a) Belly Pod installation: custom aerodynamic belly pod structure providing sensor mounting platform below aircraft fuselage
- (b) Belly Rails: a structural rail system for sensor attachment and a retraction mechanism
- (c) Retractable Mount for Wescam MX-15 EO/IR sensor: electrically actuated mount allowing sensor deployment and retraction in flight
- (d) Feed-Through Interface Box: sealed electrical and data pass-through from belly pod to operator console

A.3.2 Mission Systems Installation

- (a) AVCON Power Bus STC – installed at factory per STC
- (b) AFF Tracking System: Automated Flight Following transponder and SAT Phone (Iridium) installed per FAA approval
- (c) Wescam MX-15 EO/IR Sensor: electro-optical/infrared sensor integrated with retractable belly mount, connected to operator workstation via Feed-Through Interface Box. Full HD EO, IR, and laser pointer capability
- (d) TK-8 System: TK-8 feedthrough box, mount, door, and sensor installed per applicable approval. Provides wide angle, geo-rectified, multi-spectrum imagery for mapping.
- (e) Operator Workstation: mission control station installed in cabin, providing sensor control, video display, recording, and mission data management
- (f) 20U Equipment Console/Rack: rack-mounted avionics and mission system housing, custom fabricated and installed
- (g) CarteNav AIMS Software: mission management software licensed and configured for TFS operations
- (h) Medevac Mission Configuration (Aircraft 1 only): full medical evacuation equipment, including litter system, medical oxygen, power outlets, and associated certifications– factory option
- (i) Medevac Provisions (Aircraft 2 and 3): structural reinforcement, power provisions, and hard points to support future Medevac configuration without major structural rework– factory option

A.3.3 Avionics and Communications

- (a) 2x VHF FM Radios via TDFM9000 Cards 1-4: installed in avionics bay with push-to-talk capability at pilot, copilot, and MSO stations
- (b) VHF AM Radio in MSO Station via Garmin GTR205: dedicated VHF AM radio at Mission Systems Operator position
- (c) UHF Radio (403-520 MHz) via TDFM9000 Cards 5-6: included with FM radio installation
- (d) 800/700 MHz Radio via TDFM9000 Cards 5-6: included with FM radio installation
- (e) RC9000 Remote Control Head and Audio Switching Unit: centralized radio management and audio routing, installed at pilot/MSO positions
- (f) SAT Phone (Iridium): satellite voice capability integrated into aircraft communications system
- (g) Starlink Aerotile or similar: SpaceX-approved broadband satellite internet terminal installed per current Starlink Aviation regulatory requirements. SpaceX-authorized installation required. Provides in-flight broadband for mission data transmission and IGNIS connectivity
- (h) SATCOM system: satellite communications transceiver, antenna, and associated wiring installed per applicable STC– factory option

A.3.5 Antenna Relocation

Contractor shall conduct an antenna survey of each aircraft at modification induction to document existing antenna locations and identify conflicts with new mission system installations. Contractor shall relocate antennas as required to resolve conflicts and optimize RF performance. Relocation work shall be performed per FAA-approved data. All antennas shall be functionally tested prior to delivery.

A.3.6 Inspections, Testing, and Certification

- (a) All structural modifications shall be inspected and documented per applicable STC data and FAA regulations
- (b) A first article inspection (FAI) shall be conducted on Aircraft 1 upon completion of the modification
- (c) All avionics and mission system installations shall be functionally tested and documented prior to delivery
- (d) Weight and balance shall be computed following completion of all modifications. Final weight and balance documentation shall be provided to TFS at delivery
- (e) Aircraft shall be returned to a valid FAA airworthiness status (valid airworthiness certificate, current maintenance records) at delivery
- (f) Contractor shall provide all 8130-3 tags, conformity inspection records, and STC documentation at delivery

A.4 Delivery Requirements

- (a) Each Aircraft shall be delivered to a TFS-designated location within Texas, or to a mutually agreed location
- (b) Contractor shall provide written notice of delivery readiness not less than fourteen (14) days prior to delivery
- (c) Delivery shall include: completed aircraft per Attachment I configuration, all FAA and maintenance records, weight and balance report, configuration documentation per Attachment I, all installed software licenses, and operator and maintenance manuals for all installed systems
- (d) TFS shall conduct acceptance inspection per Article 7.3 of the base Contract

A.5 Training Requirements

Contractor shall provide initial training only for TFS-designated personnel. Training shall be coordinated with TFS no less than thirty (30) days prior to delivery of the applicable Aircraft. Training shall cover:

- (a) Pilot and maintenance technician training per applicable OEM curricula for the King Air 360 (ground and flight, as appropriate)
- (b) Mission Systems Operator (MSO) training per Bridger and/or OEM curricula for all installed mission systems including MX-15 EO/IR, TK-8, TDFM9000 radio system, RC9000, CarteNav AIMS, and Starlink or similar
- (c) IGNIS Platform user training for TFS-designated operators

Recurrent training is not included under this Contract. No training report CDRLs are required.

A.6 Reporting

Contractor shall provide a Monthly Status Report (CDRL-002) during the production and modification period for each aircraft. The report shall include: OEM production status and milestone achievement; modification progress by aircraft; open discrepancies and corrective actions; schedule status and any forecasted delays; and status of long-lead item procurement (MX-15, TK-8, Starlink or similar).

ATTACHMENT B – STAFFING PLAN

STATUS: To Be Submitted by Contractor within 30 Days of Contract Execution

Contractor shall identify all key personnel assigned to TX-MMA, including Program Manager, Project Manager, Lead Pilot(s), and Chief of Maintenance. Changes to key personnel shall be reported to TFS in writing.

ATTACHMENT C – PRICING WORKBOOK (CLIN SCHEDULE)

C.1 Complete CLIN Schedule

BASE AIRCRAFT ACQUISITION (PRIMARY)			
CLIN	Description	Type	Price
CLIN-0001	King Air 360 MMA – Aircraft 1 – Base Airframe and Baseline Mission Configuration	FFP	\$16,442,788.00
CLIN-0002	King Air 360 MMA – Aircraft 2 – Base Airframe and Baseline Mission Configuration	FFP	\$16,246,926.00
CLIN-0003	King Air 360 MMA – Aircraft 3 – Base Airframe and Baseline Mission Configuration	FFP	\$15,991,210.00

AIRCRAFT 1 – SELECTED OPTIONS AND MODIFICATIONS			
CLIN	Description	Type	Price
CLIN-1001	Aircraft 1 – Cargo Door	FFP	\$1,305,250.00
CLIN-1002	Aircraft 1 – Raisbeck Gear Doors	FFP	\$103,500.00
CLIN-1003	Aircraft 1 – Heavy Weight (HW) Landing Gear (no ER)	FFP	\$460,000.00
CLIN-1004	Aircraft 1 – SiriusXM Weather	FFP	\$51,865.00
CLIN-1005	Aircraft 1 – Medevac Mission Configuration (full)	FFP	\$325,000.00
CLIN-1006	Aircraft 1 – Carpet Runners	FFP	\$12,880.00
CLIN-1007	Aircraft 1 – Service Life Evaluation	FFP	\$75,670.00
CLIN-1008	Aircraft 1 – TK-8 Feedthrough Box	FFP	\$43,494.00
CLIN-1009	Aircraft 1 – TK-8 Mount and Door	FFP	\$71,006.00
CLIN-1010	Aircraft 1 – TK-8 Sensor	FFP	\$1,066,000.00
CLIN-1011	Aircraft 1 – Miscellaneous Hardware	FFP	\$71,500.00
CLIN-1012	Aircraft 1 – Antenna Relocation (as required per antenna survey)	FFP	\$20,000.00

AIRCRAFT 2 – SELECTED OPTIONS AND MODIFICATIONS			
CLIN	Description	Type	Price
CLIN-2002	Aircraft 2 – Raisbeck Gear Doors	FFP	\$103,500.00
CLIN-2003	Aircraft 2 – Heavy Weight (HW) Landing Gear (no ER)	FFP	\$460,000.00
CLIN-2004	Aircraft 2 – SiriusXM Weather	FFP	\$51,865.00

CLIN-2005	Aircraft 2 – Medevac Provisions (structural, wiring, mounting – no full config)	FFP	\$50,000.00
CLIN-2006	Aircraft 2 – Carpet Runners	FFP	\$12,880.00
CLIN-2007	Aircraft 2 – Service Life Evaluation	FFP	\$75,670.00
CLIN-2008	Aircraft 2 – TK-8 Feedthrough Box	FFP	\$43,494.00
CLIN-2009	Aircraft 2 – TK-8 Mount and Door	FFP	\$71,006.00
CLIN-2010	Aircraft 2 – TK-8 Sensor	FFP	\$1,066,000.00
CLIN-2011	Aircraft 2 – Miscellaneous Hardware	FFP	\$71,500.00
CLIN-2012	Aircraft 2 – Antenna Relocation (as required per antenna survey)	FFP	\$20,000.00

AIRCRAFT 3 – SELECTED OPTIONS AND MODIFICATIONS

CLIN	Description	Type	Price
CLIN-3002	Aircraft 3 – Raisbeck Gear Doors	FFP	\$103,500.00
CLIN-3003	Aircraft 3 – Heavy Weight (HW) Landing Gear (no ER)	FFP	\$460,000.00
CLIN-3004	Aircraft 3 – SiriusXM Weather	FFP	\$51,865.00
CLIN-3005	Aircraft 3 – Medevac Provisions (structural, wiring, mounting – no full config)	FFP	\$50,000.00
CLIN-3006	Aircraft 3 – Carpet Runners	FFP	\$12,880.00
CLIN-3007	Aircraft 3 – Service Life Evaluation	FFP	\$75,670.00
CLIN-3008	Aircraft 3 – TK-8 Feedthrough Box	FFP	\$43,494.00
CLIN-3009	Aircraft 3 – TK-8 Mount and Door	FFP	\$71,006.00
CLIN-3010	Aircraft 3 – TK-8 Sensor	FFP	\$1,066,000.00
CLIN-3011	Aircraft 3 – Miscellaneous Hardware	FFP	\$71,500.00
CLIN-3012	Aircraft 3 – Antenna Relocation (as required per antenna survey)	FFP	\$20,000.00

RADIO AND COMMUNICATIONS SYSTEMS (ALL AIRCRAFT – PER-AIRCRAFT PRICING AS NOTED)

CLIN	Description	Type	Price
CLIN-R001	Aircraft 1 – 2x VHF FM Radios (TDFM9000 Cards 1-4)	FFP	\$105,000.00
CLIN-R002	Aircraft 1 – VHF AM in MSO Station (Garmin GTR205)	FFP	\$5,000.00
CLIN-R003	Aircraft 1 – UHF 403-520 MHz and 800/700 MHz (TDFM9000 Cards 5-6)	FFP	Incl. in R001

CLIN-R004	Aircraft 1 – RC9000 Remote Control Head and Audio Switching Unit	FFP	\$12,000.00
CLIN-R005	Aircraft 1 – Radio Installation Labor	FFP	\$5,750.00
CLIN-R006	Aircraft 1 – Starlink Aerotile (SpaceX-Approved Installation) or similar model	FFP	\$289,000.00
CLIN-R001	Aircraft 2 – 2x VHF FM Radios (TDFM9000 Cards 1-4)	FFP	\$112,350.00
CLIN-R002	Aircraft 2 – VHF AM in MSO Station (Garmin GTR205)	FFP	\$5,350.00
CLIN-R003	Aircraft 2 – UHF 403-520 MHz and 800/700 MHz (TDFM9000 Cards 5-6)	FFP	Incl. in R001
CLIN-R004	Aircraft 2 – RC9000 Remote Control Head and Audio Switching Unit	FFP	\$12,840.00
CLIN-R005	Aircraft 2 – Radio Installation Labor	FFP	\$6,153.00
CLIN-R006	Aircraft 2 – Starlink Aerotile (SpaceX-Approved Installation) or similar model	FFP	\$309,230.00
CLIN-R001	Aircraft 3 – 2x VHF FM Radios (TDFM9000 Cards 1-4)	FFP	\$112,350.00
CLIN-R002	Aircraft 3 – VHF AM in MSO Station (Garmin GTR205)	FFP	\$5,350.00
CLIN-R003	Aircraft 3 – UHF 403-520 MHz and 800/700 MHz (TDFM9000 Cards 5-6)	FFP	Incl. in R001
CLIN-R004	Aircraft 3 – RC9000 Remote Control Head and Audio Switching Unit	FFP	\$12,840.00
CLIN-R005	Aircraft 3 – Radio Installation Labor	FFP	\$6,153.00
CLIN-R006	Aircraft 3 – Starlink Aerotile (SpaceX-Approved Installation) or similar model	FFP	\$309,230.00

NON-RECURRING ENGINEERING (NRE)

CLIN	Description	Type	Price
CLIN-NRE-001	Aircraft 1 – Base Modification NRE (First Article / Lead Ship)	FFP	\$325,000.00
CLIN-NRE-004	Aircraft 1 – TK-8 NRE (First Article Integration)	FFP	\$100,000.00
CLIN-RE-002	Aircraft 2 – Base Modification RE (Follow-On)	FFP	\$100,000.00
CLIN-RE-005	Aircraft 2 – TK-8 RE (Follow-On)	FFP	\$50,000.00
CLIN-RE-003	Aircraft 3 – Base Modification RE (Follow-On)	FFP	\$100,000.00
CLIN-RE-006	Aircraft 3 – TK-8 RE (Follow-On)	FFP	\$50,000.00

PROGRAM-LEVEL AND OPTIONAL

CLIN	Description	Type	Price
CLIN-OPT-001	Optional Equipment – Customer-Directed Items Not Selected Above (per aircraft; requires written agreement of both Parties)	TBD	Per Exercise

C.2 Available But Not Selected – Unexercised Options

The following items are available but not selected at Contract execution. Any may be exercised via CLIN-OPT-001 by written modification:

Item	Price	Scope
Extended Range (ER) Fuel Tanks (incl. HWG)	\$1,265,000.00	Per aircraft
PT6A-67A Engine Upgrade	\$2,135,780.00	Per aircraft
Forward LH Refreshment Cabinet	\$100,395.00	Per aircraft
Oceanic Package	\$296,815.00	Per aircraft
HF-9000 w/ SELCAL	\$199,180.00	Per aircraft
iTAWS Inhibit	\$29,957.50	Per aircraft
AirSync AIM Kit	\$31,050.00	Per aircraft
Cabin Executive Tables (2)	\$74,980.00	Per aircraft
Medevac Full Configuration – Aircraft 2 or 3 (upgrade from Provisions)	\$275,000.00 (est. delta)	Per aircraft

ATTACHMENT D – DATA RIGHTS AND INTELLECTUAL PROPERTY

D.1 TFS-Owned Data

The following data is owned exclusively by TFS and the State of Texas and may not be used, retained, disclosed, or commercialized by Contractor for any purpose beyond Contract performance:

- (a) All Mission Data: any data collected, generated, processed, or derived during TFS flight operations, including but not limited to full-motion video (FMV), electro-optical and infrared imagery, wide area captures, radar data, telemetry, geospatial metadata, and all derived products
- (b) All Contract Deliverables: reports, CDRLs, configuration documentation, weight and balance records, test reports, training materials developed specifically for TFS, and all other deliverables produced under this Contract
- (c) Flight logs, maintenance records, and operational data generated during TFS operations

D.2 Contractor-Owned Intellectual Property

Contractor retains full ownership of the following intellectual property, which is not transferred to TFS under this Contract:

- (a) IGNIS Platform software, source code, algorithms, databases, user interface design, and all associated intellectual property developed prior to or independently of this Contract
- (b) Proprietary modification designs, integration techniques, engineering drawings, and tooling developed by Bridger, except to the extent specifically identified as a Contract deliverable
- (c) Bridger's standard operating procedures, training curricula frameworks, and business methods
- (d) Pre-existing Bridger software, libraries, and tools incorporated into Contract deliverables, which are licensed (not transferred) to TFS

D.3 Software Licenses

The following software licenses are granted to TFS under this Contract:

D.3.1 IGNIS Platform License

Contractor grants TFS a non-exclusive license to use the IGNIS Platform subject to the geographic, user access, and duration limitations defined in Attachment J. This license is not perpetual and is subject to the access period defined in Attachment J.

D.3.2 OEM and Third-Party Software

Licenses for third-party software (including Garmin avionics software, CarteNav AIMS base license, and Textron/King Air software) are governed by the applicable OEM or third-party license agreements. Contractor shall ensure that all third-party licenses required for TFS operations are current and transferred or assigned to TFS at delivery.

D.4 Configuration Documentation Rights

Contractor shall deliver to TFS at each Aircraft delivery: all configuration documentation, STC data packages, FAA approvals, weight and balance records, and engineering drawings specific to that aircraft's modifications. TFS shall have the right to use such documentation for operation, maintenance, and future modification of the Aircraft by any FAA-authorized facility.

D.5 No Transfer of Proprietary Integration Methods

Nothing in this Contract shall be construed to transfer ownership of Contractor's proprietary integration methods, manufacturing processes, or trade secrets. Delivery of Aircraft and documentation does not constitute a license to reproduce Contractor's modification designs for application to other aircraft not covered by this Contract.

D.6 Data Security

Contractor shall protect TFS-owned data from unauthorized access, disclosure, or loss using industry-standard security measures. Contractor shall promptly notify TFS of any actual or suspected unauthorized access to or disclosure of TFS-owned data.

ATTACHMENT E – Not Applicable

This section is not applicable.

ATTACHMENT F – CONTRACT DATA REQUIREMENTS LIST (CDRLs)

The following CDRLs are required under this Contract. CDRL-001 through CDRL-004 apply to all aircraft.

CDRL	Title	Due Date	Applicability
CDRL-001	Aircraft Delivery and Build Schedule	30 days after Contract execution	All aircraft – Part I
CDRL-002	Monthly Status Report – Build and Modification Progress	10th of each calendar month during OEM production and modification, commencing first full month after Contract execution and ending at final Aircraft delivery	All aircraft – Part I
CDRL-003	Training Plan – Initial Pilot, MX, and MSO Training	60 days prior to first Aircraft delivery	All aircraft – Part I
CDRL-004	Final Configuration Report (per Aircraft)	30 days after each Aircraft Acceptance. One report per aircraft documenting as-delivered configuration, weight and balance, installed equipment list, software versions, and open discrepancies if any	Per aircraft – Part I

All CDRLs shall be submitted in electronic format (PDF or approved equivalent) to TFS-designated Contracting Officer Representative (Contractor may propose a format; TFS shall approve or request revision within ten (10) business days).

ATTACHMENT G – SAFETY AND QUALITY ASSURANCE PLAN

G.1 Purpose and Scope

This Safety and Quality Assurance Plan (SQAP) establishes the minimum requirements, standards, and procedures Bridger Aerospace Group, LLC shall maintain throughout performance of the TX-MMA Contract, including aircraft modification, delivery, and any exercised support services. This plan applies to all Bridger personnel, subcontractors, and facilities involved in Contract performance.

G.2 Safety Management System (SMS)

G.2.1 SMS Framework

Bridger shall maintain a Safety Management System consistent with FAA Advisory Circular 120-92B. The SMS shall include four functional components: (a) Safety Policy and Objectives; (b) Safety Risk Management; (c) Safety Assurance; and (d) Safety Promotion.

G.2.2 Safety Policy

Bridger's safety policy shall be documented, signed by Bridger's executive leadership, and communicated to all personnel. The policy shall commit to: continuous improvement of safety performance; compliance with applicable FARs, OEM requirements, and TFS directives; and proactive identification and mitigation of hazards.

G.2.3 Hazard Identification and Risk Management

- (a) Bridger shall maintain a hazard register identifying known and potential safety hazards associated with aircraft modification, mission operations, and maintenance activities.
- (b) Risk assessments shall be conducted for all new modification tasks, mission configurations, and significant changes to operations.
- (c) Identified hazards shall be assigned risk levels (Low / Medium / High) and mitigations documented prior to task commencement.
- (d) High-risk items shall be reviewed and approved by the Bridger Director of Safety or equivalent designee before work proceeds.

G.2.4 Safety Reporting

Bridger shall maintain a non-punitive safety reporting system. All personnel are encouraged to report safety concerns without fear of reprisal. Safety reports shall be reviewed within five (5) business days of receipt. Any safety occurrence involving a covered Aircraft shall be reported to TFS in writing within twenty-four (24) hours of discovery, regardless of whether the occurrence meets FAA reportability thresholds.

G.2.5 Accident and Incident Investigation

- (a) Any accident, incident, or near-miss involving a covered Aircraft shall be documented and investigated.
- (b) A preliminary investigation report shall be provided to TFS within seventy-two (72) hours.
- (c) A final investigation report with root cause analysis and corrective actions shall be provided within thirty (30) days.
- (d) Bridger shall cooperate fully with any NTSB, FAA, or TFS-directed investigation.

G.3 Quality Assurance Program

G.3.1 Quality System Standard

Bridger shall maintain a Quality Assurance program consistent with FAA AC 21-44 and AS9100 principles as applicable to aircraft modification and special mission integration.

G.3.2 Inspection and Verification

- (a) All modification work shall be performed in accordance with approved data (STC, OEM data, or FAA-approved engineering orders) and verified by a qualified inspector prior to closeout.
- (b) Three-point sign-off (Perform / Inspect / Verify) shall be required for all major structural, avionics, and mission system installations.
- (c) A first article inspection (FAI) shall be conducted on Aircraft 1 upon completion of modification to document conformance with Attachment I configuration.
- (d) Bridger shall maintain a Discrepancy Log for all quality findings identified during modification. Each discrepancy shall be tracked to closure.

G.3.3 Configuration Control During Modification

All changes to the approved modification plan or Baseline Configuration (Attachment I) identified during the modification process shall be documented as Engineering Change Proposals (ECPs) and submitted to TFS for acknowledgment prior to implementation. Emergency safety-driven changes may be implemented immediately with concurrent notification to TFS.

G.3.4 Supplier and Subcontractor Quality

- (a) Bridger shall flow down applicable quality requirements to all subcontractors and suppliers involved in covered work.
- (b) Critical components and sensors (including Wescam MX-15 and TK-8 system components) shall be procured from approved sources with documented traceability.
- (c) Bridger shall maintain records of all supplier qualifications and make them available to TFS upon request.

G.3.5 Records and Documentation

- (a) Bridger shall maintain complete and legible records for all modifications performed under this Contract for a minimum of seven (7) years.
- (b) All FAA-required maintenance records, 8130-3 tags, and conformity inspection records shall be retained and transferred to TFS at delivery.
- (c) A complete aircraft records package shall be provided to TFS at each Aircraft delivery, including weight and balance, avionics logs, and mission system configuration documentation.

G.4 State Audit Rights

TFS may conduct quality and safety audits of Bridger's modification facility and processes with five (5) business days advance written notice. Audits shall be conducted during normal business hours and shall not unreasonably interfere with ongoing operations. Bridger shall provide reasonable access to facilities, personnel, records, and aircraft in progress. TFS shall document audit findings in writing and provide Bridger an opportunity to respond within ten (10) business days.

G.5 Corrective Action

Any quality or safety finding identified during an audit, inspection, or safety review shall be addressed through Bridger's Corrective Action Request (CAR) process. A corrective action plan shall be submitted to TFS within fifteen (15) business days of a written finding. Implementation of corrective actions shall be verified by Bridger QA and documented prior to closure.

G.6 SQAP Review and Update

This SQAP shall be reviewed annually by Bridger and updated as necessary to reflect changes in operations, regulations, or Contract requirements. Any material updates shall be provided to TFS within thirty (30) days of revision.

ATTACHMENT H – FORMS AND CERTIFICATIONS

Bridger Aerospace Group shall complete the required form 1295 with the Texas Ethics Commission prior to contract signatures.

ATTACHMENT I – CONFIGURATION AND OPTIONS (PER AIRCRAFT)

I.1 Baseline Configuration – All Aircraft

All three Aircraft share the same Baseline Configuration (included in base CLIN-0001 through CLIN-0003):

Aircraft Modifications and Mission Systems

- SATCOM Modification
- Belly Pod
- Belly Rails
- Retractable Mount for MX-15
- Feed-Through Interface Box
- AFF Tracking and SAT Phone
- Wescam MX-15 EO/IR Sensor

Avionics and Flight Deck

- Operator Workstation
- 20U Console / Rack
- CarteNav Software License
- AVCON Power Bus STC
- FM Radios
- AM Radios
- Audio Systems
- ADS-B IN (Permanent Installation)
- Second GPS-4000S
- SAT Phone (Iridium)

Crew and Cabin Features

- (2) USB Charging Ports – PIC
- (2) USB Charging Ports – SIC
- (2) USB Charging Ports – Aft Observer
- Chemical Toilet with L-Shaped Curtain
- Crash Axe
- Custom Paint Scheme
- 24" Extended Pedestal Kit
- Raisbeck Crown Wing Lockers (CWLS)
- Cargo Net Kit
- L-Shaped Baggage Web
- Five (5) VIP Cabin Chairs

I.2 Aircraft 1 – Full Configuration

Aircraft 1 – Selected Options	
Option Item	Price

Cargo Door	\$1,305,250.00
Raisbeck Gear Doors	\$103,500.00
Heavy Weight (HW) Gear (no ER)	\$460,000.00
SiriusXM Weather	\$51,865.00
Medevac Mission Configuration (full)	\$325,000.00
Carpet Runners	\$12,880.00
Service Life Evaluation	\$75,670.00
TK-8 Feedthrough Box	\$43,494.00
TK-8 Mount and Door	\$71,006.00
TK-8 Sensor	\$1,066,000.00
TK-8 Non-Recurring Engineering (NRE) – Aircraft 1	\$100,000.00
Antenna Relocation (as required per aircraft antenna survey)	\$20,000.00
Remote Technical Support – Drawings and Installation (up to 20 hours)	Included in Base
Miscellaneous Hardware	\$71,500.00
2x VHF FM Radios (TDFM9000 Cards 1-4) – CLIN-R001	\$105,000.00
1x VHF AM in MSO Station (Garmin GTR205) – CLIN-R002	\$5,000.00
1x UHF Radio 403-520 MHz (TDFM9000 Cards 5-6) – incl. in CLIN-R001	Included in Base
1x 800/700 MHz Radio (TDFM9000 Cards 5-6) – incl. in CLIN-R001	Included in Base
RC9000 Remote Control Head and Audio Switching Unit – CLIN-R004	\$12,000.00
Radio Install Labor	\$5,750.00
Starlink Aerotile (SpaceX-Approved Install) or similar – CLIN-R006	\$289,000.00
Non-Recurring Engineering (NRE) – Aircraft 1 (First Article / Lead Ship) – CLIN-NRE-001	\$325,000.00
CONFIRMED OPTIONS SUBTOTAL	\$4,447,915.00
BASE AIRCRAFT PRICE	\$16,442,788.00
TOTAL CONFIGURED VALUE	\$20,890,703.00

I.3 Aircraft 2 – Full Configuration

Aircraft 2 – Selected Options	
Option Item	Price
Raisbeck Gear Doors	\$103,500.00
Heavy Weight (HW) Gear (no ER)	\$460,000.00

SiriusXM Weather	\$51,865.00
Medevac Provisions (structural, wiring, mounting – no full config)	\$50,000.00
Carpet Runners	\$12,880.00
Service Life Evaluation	\$75,670.00
TK-8 Feedthrough Box	\$43,494.00
TK-8 Mount and Door	\$71,006.00
TK-8 Sensor	\$1,066,000.00
TK-8 Non-Recurring Engineering (NRE) – Follow-On Aircraft – CLIN-NRE-005/006	\$50,000.00
Antenna Relocation (SOW TBD following antenna map review)	\$20,000.00
Remote Technical Support – Drawings and Installation (up to 20 hours)	Included in Base
Miscellaneous Hardware	\$71,500.00
2x VHF FM Radios (TDFM9000 Cards 1-4)	\$112,350.00
1x VHF AM in MSO Station (Garmin GTR205)	\$5,350.00
1x UHF Radio 403-520 MHz (TDFM9000 Cards 5-6) – incl. in CLIN-R001	Included in Base
1x 800/700 MHz Radio (TDFM9000 Cards 5-6) – incl. in CLIN-R001	Included in Base
RC9000 Remote Control Head and Audio Switching Unit	\$12,840.00
Radio Install Labor	\$6,153.00
Starlink Aerotile (SpaceX-Approved Install) or similar	\$309,230.00
Recurring Engineering (RE) – Follow-On Aircraft – CLIN-NRE-002/003	\$100,000.00
CONFIRMED OPTIONS SUBTOTAL	\$2,621,838.00
BASE AIRCRAFT PRICE	\$16,246,926.00
TOTAL CONFIGURED VALUE	\$18,868,764.00

I.4 Aircraft 3 – Full Configuration

Aircraft 3 – Selected Options	
Option Item	Price
Raisbeck Gear Doors	\$103,500.00
Heavy Weight (HW) Gear (no ER)	\$460,000.00
SiriusXM Weather	\$51,865.00
Medevac Provisions (structural, wiring, mounting – no full config)	\$50,000.00
Carpet Runners	\$12,880.00

Service Life Evaluation	\$75,670.00
TK-8 Feedthrough Box	\$43,494.00
TK-8 Mount and Door	\$71,006.00
TK-8 Sensor	\$1,066,000.00
TK-8 Non-Recurring Engineering (NRE) – Follow-On Aircraft – CLIN-NRE-005/006	\$50,000.00
Antenna Relocation (SOW TBD following antenna map review)	\$20,000.00
Remote Technical Support – Drawings and Installation (up to 20 hours)	Included in Base
Miscellaneous Hardware	\$71,500.00
2x VHF FM Radios (TDFM9000 Cards 1-4)	\$112,350.00
1x VHF AM in MSO Station (Garmin GTR205)	\$5,350.00
1x UHF Radio 403-520 MHz (TDFM9000 Cards 5-6) – incl. in CLIN-R001	Included in Base
1x 800/700 MHz Radio (TDFM9000 Cards 5-6) – incl. in CLIN-R001	Included in Base
RC9000 Remote Control Head and Audio Switching Unit	\$12,840.00
Radio Install Labor (50 hrs @ \$115/hr)	\$6,153.00
Starlink Aerotile (SpaceX-Approved Install) or similar	\$309,230.00
Recurring Engineering (RE) – Follow-On Aircraft – CLIN-NRE-002/003	\$100,000.00
CONFIRMED OPTIONS SUBTOTAL	\$2,621,838.00
BASE AIRCRAFT PRICE	\$15,991,210.00
TOTAL CONFIGURED VALUE	\$18,613,048.00

I.5 Performance Notes

1. Heavy Weight or Extended Range configurations require approximately 400 feet of additional runway. Runways under 4,000 feet are not recommended.
2. Integration of mission systems will result in changes to aircraft weight and balance and may reduce available payload, range, or performance margins. Final weight and balance documentation shall be provided at delivery.
3. Antenna relocation will be performed as required based on each aircraft antenna survey conducted at modification induction.

ATTACHMENT J – IGNIS PLATFORM AGREEMENT

J.1 Description

The IGNIS Platform is Contractor's proprietary aerial intelligence distribution system for collecting, processing, transmitting, and displaying mission data. Includes associated software, hardware, and support services.

J.2 License Terms

Contractor grants TFS a non-exclusive license to access and use the IGNIS Platform for TFS' governmental purposes. The IGNIS license for Year 1 following Acceptance of the first Aircraft is provided at no charge to TFS. TFS's right to use IGNIS is perfected by the no-charge Year 1 grant and, thereafter, by payment of the applicable CLIN. TFS shall not sublicense, reverse engineer, or distribute IGNIS software.

J.3 Data Rights – TFS Owns All Mission Data

All Mission Data collected, processed, transmitted, stored, or displayed through the IGNIS Platform, or any other Contractor-provided system or software under this Contract, is and remains the exclusive property of TFS. This includes all raw sensor data, processed outputs, derived products, metadata, logs, and any other data generated in connection with TFS operations. Contractor acquires no ownership, license, or residual rights in TFS Mission Data. Contractor shall not use, analyze, retain beyond operational necessity, transfer, commercialize, or disclose TFS Mission Data to any third party for any purpose. All TFS Mission Data shall be returned or destroyed upon TFS request or Contract expiration, at TFS's election.

J.4 Continuity of Access

TFS retains IGNIS access for ninety (90) days post-Contract expiration or termination to enable data migration. Contractor shall cooperate fully with any TFS-directed data migration.

J.5 Access to Agency Data Pursuant to Section 2054.138, Texas Government Code, PROVIDER shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation, the security control baseline required by the then-current risk and authorization management program established by the Texas Department of Information Resources ("TX-RAMP"), to safeguard and preserve the confidentiality, integrity, and availability of MEMBER's data ("Security Controls"). Upon written request by MEMBER, PROVIDER shall provide MEMBER with evidence or a copy of the certification of its compliance with the Security Controls within thirty (30) days of such request.

J.6 Cloud Computing Services If, during performance of this Contract, the Parties determine that PROVIDER will furnish cloud computing services subject to the Texas Risk and Authorization Management Program (TX-RAMP), including but not limited to the use of the IGNIS platform, PROVIDER shall initiate the applicable TX-RAMP certification process following Contract award. PROVIDER shall obtain and maintain the level of TX-RAMP certification required by applicable law and this Contract prior to providing any cloud computing services for which TX-RAMP certification is required.

Until such time as TX-RAMP certification is required for the performance of cloud computing services under this Contract, PROVIDER shall not be deemed to represent or warrant current TX-RAMP compliance. The Parties shall cooperate in good faith to determine whether TX-RAMP applies to the services being provided. If TX-RAMP certification is required, PROVIDER shall provide MEMBER with evidence of its certification upon request and prior to commencement of the applicable cloud computing services. Failure to obtain or maintain required TX-RAMP certification shall apply only to the affected cloud computing services and shall not constitute a default of the remaining aviation or non-cloud services provided under this Contract unless such certification is legally required for those services.

ATTACHMENT K – KING AIR 360 WARRANTY DOCUMENTATION

This Attachment sets forth the factory warranty coverage applicable to each of the three (3) King Air 360 Multi-Mission Aircraft procured under this Contract. Warranty periods marked with an asterisk (*) in the summary table below have been extended by six (6) months beyond the standard commercial terms to ensure the maximum warranty coverage is passed to TFS following the modification period. All warranty coverage commences at delivery of each Aircraft to Bridger for modification and transfers in full to TFS upon final Aircraft Acceptance.

K.1 King Air 360 Warranty Summary

The following table summarizes warranty coverage for each Aircraft.

Warranty Type	Standard Commercial Warranty (* = Extended 6 Months for TFS Benefit)
Airframe (Fuselage, empennage, wing, control surfaces, and Textron Aviation manufactured parts)	66 Months* (Standard 60 months – extended 6 months to pass maximum coverage to TFS following modification period)
Vendor Parts	2 Years / 1,200 hours (whichever occurs first)
Avionics – Collins Aerospace (Rockwell Collins) Hardware Software	5 Years (hardware) 1 Year (software) (Standard Garmin G3000 suite and avionics hardware)
Propeller – Hartzell (includes de-ice boot)	42 Months* or 2,000 hours (Standard 36 months – extended 6 months to pass maximum coverage to TFS)
Exterior Paint / Interior Furnishing	30 Months* or 400 hours (Standard 24 months – extended 6 months to pass maximum coverage to TFS)
Engine – Pratt & Whitney Canada (PT6A) (warranted directly by P&WC)	5 Years or 2,500 hours (whichever occurs first – P&WC warranty, not Textron warranty)
<i>Please see the Specifications and Description document and applicable warranty agreements for complete warranty terms and conditions. Warranty periods marked (*) were extended by Textron Aviation to ensure maximum TFS benefit following the modification period.</i>	

K.2 Seller's Limited Aircraft Warranty – Textron Aviation

K.2.1 Warranty Scope and Disclaimer

With the exception of the warranty of title, Seller's written Limited Aircraft Warranty set out in Part 3 of the Purchase Contract 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 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. The remedies of repair or replacement of the defective part(s) as set out in the Limited Aircraft Warranty are the only remedies under the 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 THE LIMITED AIRCRAFT WARRANTY.

K.2.2 – Engine and Other Warranties

Engines and other components separately warranted by their manufacturer are excluded from Seller's written Limited Aircraft Warranty. Seller's written Limited Aircraft Warranty does not cover Purchaser-furnished equipment or modifications to the Aircraft (including parts, equipment, and labor) made by third parties at Purchaser's request (collectively "Exclusions"). Warranties, if any, 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 Exclusions.

K.2.3 – 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 only insofar as required by law.

K.2.4 – 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 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, Service Providers may not be able to support modified Aircraft.

K.2.6 Limitation of Liability

IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS CONTRACT 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 CONTRACT, THE AIRCRAFT OR THE AIRCRAFT DOCUMENTATION 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 CONTRACT AND THAT, IN THE ABSENCE OF SUCH LIMITATIONS, THE TERMS OF THIS CONTRACT WOULD BE SUBSTANTIALLY DIFFERENT.

K.2.7 King Air 360 Limited Aircraft Warranty

The Seller's King Air 360 Limited Aircraft Warranty covers the Aircraft structure and 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 & Whitney Canada Corp. (P&WC). The propellers are warranted by Hartzell Propeller Inc.

K.2.8 Warranty Periods

The Seller warrants each new King Air 360 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) – NOTE: Extended to 66 months (*) under this Contract to maximize TFS benefit following modification.

- (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.
- (d) Two years or 400 operating hours, whichever occurs first, for Exterior Paint and Interior Finish items – NOTE: Extended to 30 months (*) under this Contract to maximize TFS benefit following modification.

Any remaining term of this Limited Aircraft Warranty automatically transfers to subsequent purchasers of the Aircraft, including transfer to TFS upon Acceptance under this Contract.

K.2.9 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.

Warranty Holder means Aircraft owner.

K.2.10 Seller's Obligation

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:
 - (i) A claim is made and a Textron Aviation Return Authorization is issued;
 - (ii) The part is returned at the Warranty Holder's expense to the Support Facility; 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.

Replacement parts are only warranted for the remainder of the applicable, original Limited Aircraft Warranty period. No Aircraft part or equipment will be regarded as breaching this Limited Aircraft Warranty merely because some modification or alteration becomes necessary for product improvements or to meet a change in applicable Federal Aviation Regulations.

K.2.11 Warranty Holder's Responsibility

All freight, transportation expenses, import duties, customs brokerage fees, sales taxes, and use taxes 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.

K.2.12 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 alteration scheme approved in writing by Textron Aviation;
- (f) Items that have been subjected to misuse, abuse, negligence, accident, or 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 contrary to applicable manuals, bulletins, and other written instructions such that performance, stability, or reliability are adversely affected;
- (i) Any part or system modified or altered by a third party at the Warranty Holder's request, and any part or system affected by such modification; and
- (j) Vendor subscription services, software (except as specifically set out herein), databases, and any patches, replacements, revisions, updates, or upgrades thereto.
- (k) Warranty Holder or predecessor's furnished equipment.

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.

THIS LIMITED AIRCRAFT WARRANTY WILL BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS AND ANY DISPUTES AND/OR CLAIMS ARISING THEREFROM WILL BE EXCLUSIVELY RESOLVED IN THE STATE AND/OR FEDERAL COURTS LOCATED IN BRAZOS COUNTY, TEXAS FOR STATE COURT AND HOUSTON, TEXAS FOR FEDERAL COURT..

K.3 Pratt & Whitney Canada (P&WC) New Engine Limited Warranty – Summary

The Aircraft engines are warranted directly by P&WC, not by Textron Aviation. The following is a summary of the P&WC warranty for new PT6A engines installed on these Aircraft. Please refer to the complete P&WC warranty documentation for all terms and conditions. In the event of any inconsistency between this summary and the complete P&WC warranty documentation, the latter controls.

K.3.1 Coverage Period

P&WC warrants that each new Engine will be free from defects in material and/or manufacturing workmanship for 2,500 Engine operating hours or 5 years after delivery to the first operator, whichever occurs first. During this period P&WC will, at its option, repair or replace any Engine parts found to be defective including resultant damage, and pay reasonable removal and reinstallation labor and reasonable transportation charges to and from the facility designated by P&WC Warranty Administration.

K.3.2 What Is Not Covered

- Costs of normal scheduled maintenance services, routine line maintenance and adjustment costs, Hot Section Inspection (HSI) and refurbishment costs, and Engine overhaul or major refurbishment costs.
- Normal wear and tear and deterioration.

- Parts not originally supplied by P&WC or its authorized distributors and accompanied by P&WC Manufacturer's Release Certificate.
- Improper storage, usage, maintenance, or operation of an Engine.
- Accidents, collisions, propeller strikes, fire, flood, lightning strike, theft, explosion, riot, war, foreign object damage (FOD), erosion, corrosion, or 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 applicable P&WC manuals.
- Insurance, duties, brokerage fees, and taxes.

K.3.3 Owner/Operator Responsibilities

The Engine must be operated and maintained in accordance with P&WC's written instructions including applicable Engine Maintenance and Overhaul Manuals and P&WC Service Bulletins.

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

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

P&WC LIABILITY LIMITATION: THIS IS THE ONLY WARRANTY APPLICABLE TO THE SELECTED PT6A ENGINES. 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. 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. THIS WARRANTY IS GOVERNED BY THE LAWS OF TEXAS.

K.3.4 P&WC Warranty Administration Contact:

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

K.4 Hartzell Propeller Inc. New Propeller Limited Warranty – Summary

The Aircraft propellers are warranted directly by Hartzell Propeller Inc., not by Textron Aviation. The following is a summary of the Hartzell warranty for new propellers installed by Textron Aviation on the King Air 360. Please refer to the complete Hartzell warranty documentation for all terms and conditions. In the event of any inconsistency between this summary and complete Hartzell warranty documentation, the latter controls.

K.4.1 Coverage

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 on the King Air 360, including a de-ice boot, for a period of 42 months from the date the product is first placed into service, or for the first 2,000 operating hours, whichever occurs first. NOTE: This warranty has been extended to 42 months (*) from the standard 36-month term to maximize coverage passed to TFS following the modification period.

K.4.2 What Is Not Covered

- Normal maintenance and service.
- Consumable Products and Components, and Products and Components that have reached the end of their normal usable life.
- Product components not manufactured by Hartzell.

- Conditions, damage, or issues caused by accident, misuse, theft, negligence, failure to comply with Hartzell's instructions, alteration or modification of the Products, acts of God, or use of the Products for purposes other than their normal use.
- Deterioration or fading due to wear, exposure, rust, cosmetic blemishes, or discoloration.
- Acts or omissions of any person or entity other than Hartzell.

K.4.3 Claims Process

Purchaser must notify Hartzell in writing of the warranty claim as soon as possible after knowledge of the potential claim, and in any event not later than ten (10) days following expiration of the limited warranty. All initial transportation and handling charges must be prepaid by Purchaser until warrantability is determined by Hartzell. In the event Hartzell determines the Product is covered, Hartzell shall, at its election: (1) repair and return; (2) deliver a replacement; or (3) issue a credit in the amount of the actual purchase price.

HARTZELL DISCLAIMER: 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, AND TRANSPORTATION AND DELIVERY EXPENSES NOT PRE-APPROVED IN WRITING BY HARTZELL. IN NO EVENT SHALL HARTZELL'S LIABILITY WITH RESPECT TO ANY PRODUCT EXCEED THE PRICE PAID BY PURCHASER FOR THE PRODUCT. THIS LIMITED WARRANTY IS GOVERNED BY THE LAWS OF THE STATE OF TEXAS. NO PERSON OR ENTITY HAS AUTHORITY TO ALTER THE TERMS OF THIS LIMITED WARRANTY OR MAKE ANY WARRANTIES OR REPRESENTATIONS ON BEHALF OF HARTZELL.

Hartzell Propeller Inc. | One Propeller Place | Piqua, Ohio 45356 | Phone: 937-778-4320

END OF CONTRACT AND ATTACHMENTS