

## **Attachment AA to Bidder Contract for the sale and purchase of aircraft**

### No Warranty; Disclaimer; Assumption of Risk; Limitation of Liability; Indemnification

Buyer agrees that it buys the aircraft and its logbooks "as-is" without any warranty of any kind from the State of Nevada (State). Further, the State provides no warranty that the aircraft will be suitable for Buyer's purpose. Buyer accepts the aircraft and logbooks with all faults and defects whether known or unknown.

Buyer agrees that it buys the aircraft "where is" and that during removal operations Buyer will operate the aircraft legally complying with all federal and local laws and regulations.

Title of the aircraft shall pass to Buyer upon the fall of the hammer or whatever other action by the auctioneer constitutes the acceptance of Buyer's bid. At the time that title passes to Buyer, Buyer assumes full responsibility for the aircraft and logbooks and assumes all risk of loss and damage to the property.

Buyer shall accept the assumption of the risk of all losses hereafter occasioned by the acts or omissions of the State, its officers, employees and immune contractors as defined in NRS 41.0307, whether in the nature of negligence, strict liability, or otherwise.

It is the specific intention of the parties that the State of Nevada shall, in all instances, be indemnified and held harmless by Buyer from and against any and all claims, losses, damages, liabilities or expenses including reasonable attorneys' fees incurred in the defense thereof for any loss, damage or injury caused to any person by Buyer's failure to comply with any of the terms of this Bidder Contract, and for death or injury to any person or damage or destruction of any property, including the aircraft itself, relating to the aircraft and resulting directly or indirectly from Buyer's purchase or use of the aircraft and regardless of whether such death, injury or property damage is caused in whole or in part by the negligence or other act or omission of the State, its officers, employees and immune contractors as defined in NRS 41.0307. It is the intent of the parties that this indemnification be without limit and without regard to the cause or causes thereof, including preexisting conditions, strict liability, regulatory or statutory liability, breach of warranty, either express or implied, any theory of tort, breach of contract or the negligence of the State, its officers, employees and immune contractors as defined in NRS 41.0307, whether the negligence be sole, joint or concurrent, active or passive. It is the specific intention of the parties that the State shall not be liable under any circumstances for any incidental, special or consequential damages whatsoever, whether such damages be predicated upon an alleged breach of this Contract, negligence or strict liability in tort, or upon any other basis whatsoever.

Buyer's purchase of the aircraft shall be deemed acceptance of all of the terms and conditions stated herein.

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Buyer

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Date