

Addendum 1
to the CONTRACT FOR THE SALE AND PURCHASE OF AIRCRAFT LEONARDO AW189
Ser. No. 49039
concluded on 15. December 2022
(the "Addendum")

Contracting Parties

HELIPOOL GmbH, a company established under Liechtenstein law with its registered office at Schiffflände 2, 9496 Balzers, Liechtenstein,

Represented by: Daniel Hofer, CEO/Owner
(the "Seller")

and

MINISTRY OF INTERIOR OF THE SLOVAK REPUBLIC, acting on behalf of the Slovak Republic, with its registered office at Pribinova 2, 812 72 Bratislava, Slovak Republic, CIN 00151866, VAT ID SK2020571520

Represented by:
(the "Buyer")

(the Seller and the Buyer hereinafter collectively referred to as the "Contracting Parties" and individually as the "Contracting Party")

In accordance with clause 6.2 of Annex 6 to the CONTRACT ON THE SALE AND PURCHASE OF AIRCRAFT LEONARDO AW 189 Ser. No. 49039 concluded on 15 December 2022 (the "Contract") conclude this Addendum to the Contract in the following wording:

Art. 1

Preliminary Provisions

- 1.1 The Contracting Parties have entered into the Contract, the subject matter of which is the obligation of the Seller to sell to the Buyer Batch 1 and Batch 2, defined in Article 1 of the Contract.
- 1.2 The Contracting Parties were obliged to refrain from the performance of the Contract on the basis of the Resolution of the District Court of Malacky, Ref. No. 29CbVO/1/2023-307 of 13 February 2023, which ordered an interim measure (the "Interim Measure"). The interim measure became enforceable on 22 March 2023. Under the interim measure, the District Court of Malacky also prohibited the Buyer from alienating, leasing, taking possession of, pledging, or encumbering the subject of the Contract with rights of third parties and prohibited to put into operation or otherwise use the subject of the Contract.
- 1.3 By Resolution No. 5CobVO/2/2023-1960 of 28 August 2023, the Regional Court rejected the interim measure referred to in clause 1.2 of this Article of the Addendum. The Resolution of the Regional Court entered into force on 20 October 2023.
- 1.4 The Contracting Parties acknowledge that due to the imposition of the Interim Measure, there has been (i) a suspension of performance of the Contract, (ii) a delay in the delivery of Batch 1 and Batch 2, and (iii) additional costs on the part of the Seller with the maintenance and storage of Batch 1. For the reasons set forth in the first sentence of this Section of this Addendum, the Contracting Parties acknowledge that delivery of Parts from the Remaining Batch 2 (as defined in Clause 2.1 of this Addendum) shall be subject to delivery dates from the Aircraft Manufacturer and its worldwide partners and that Seller shall not be responsible for any delays caused by the Aircraft Manufacturer or its worldwide partners under this sentence.

- 1.5 Pursuant to this Addendum, the Contracting Parties hereby modify the Contract to provide for the Seller's delivery of Batch 1 and Batch 2 as soon as possible after the Effective Date of this Addendum pursuant to the terms and conditions outlined in this Addendum.

Art. 2

Subject matter of the Addendum

2.1 Addendum 1 - Conditions of Contract Part 1 - Special Conditions, clause 7. Delivery shall be supplemented by the addition of a new clause 7.4, which reads as follows:

“7.4 Delivery of Batch 1 and part of the equipment of Batch 2

7.4.1 Delivery of Batch 1 and a part of the equipment of Batch 2 (the "Part of the equipment of Batch 2") shall take place no later than thirty (30) working days after the completion of the installation work to be carried out on the Aircraft. This provision shall take precedence over the other provisions of the Contract and its Annexes.”

“7.4.2 Part of the equipment of Batch 2 consists of: fixed parts of the cargo hook including dual video camera, removable parts of the cargo hook, load indicator, two (2) cargo slings (suspension ropes), i.e. one times 30 meters and one time 20 meters, installation for a fire extinguishing bag on the airframe and a fire extinguishing bag with a capacity of 2,000 litres, all including the necessary documentation. This provision shall take precedence over the other provisions of the Contract and its Annexes.”

“7.4.3 The remaining part of Batch 2, including assembly at a certified service centre and the necessary documentation, i.e. Batch 2 without the part of the equipment of Batch 2 referred to in clause 7.4.2 of this Article, shall be delivered by mutual written agreement between the Seller and the Purchaser (the "Agreement"). Such Agreement shall include, in particular, the designation of the Contract, the Contracting Parties, and the date of delivery of the remaining part of the equipment of Batch 2. This provision shall take precedence over the other provisions of the Contract and its Annexes.”

“7.4.4 The acceptance of Batch 1 shall be made in accordance with the protocol set out in Annex 3 of the Contract (Certificate of Acceptance and Receipt Form), and an acceptance report signed by the authorised representatives of both Contracting Parties shall be drawn up for the acceptance of the part of the equipment of Batch 2.”

2.2 Addendum 1 - Conditions of Contract Part 1 - Special Conditions, clause 7. Delivery shall be supplemented by the addition of a new clause 7.5, which reads as follows:

“7.5 Upon delivery of Batch 1 and Batch 2 pursuant to this Contract, the Contracting Parties agree to use their best efforts to settle the costs incurred by the Seller in connection with the interim measure referred to in the Preliminary Provisions of the Addendum to this Contract. The Seller's authorised representative shall verify the eligibility of the Seller's costs on behalf of the Buyer.”

2.3 Addendum 1 - Conditions of Contract Part 1 - Special Conditions, clause 7 Delivery shall be supplemented by the addition of a new clause 7.6, which reads as follows:

“7.6 The model Agreement pursuant to clause 7.4.3 is attached as Annex 1 to the Addendum”

2.4 In Annex 6 - Batch 2 of the Contract - the last sentence in clause 5 (Term) “ii) completion of the Flight, whichever is earlier” shall be amended to read as follows:

“ii) at the time of complete delivery of Batch 1 and Batch 2 and issuance by the Seller to the Buyer of an invoice/refund of the unspent funds.”

Art. 3
Final Provisions

3.1 This Addendum shall enter into force on the date of signature by both Contracting Parties, and it shall become effective on the day following the date of its publication in the Central Register of Contracts maintained by the Office of the Government of the Slovak Republic.

3.2. This Addendum shall be drawn up in four (4) counterparts with the force of an original, two (2) counterparts in the English language and two (2) counterparts in the Slovak language. In case of conflict of interpretation of the Addendum, the officially translated English version of the Addendum shall prevail. The Buyer shall publish both the English and Slovak versions of the Addendum in accordance with clause 3.1 of this Article.

3.3. The Contracting Parties declare that they have read this Addendum, have acquainted themselves with its contents and sign it as a token of their signature.

For and on behalf of
MINISTRY OF INTERIOR
OF THE SLOVAK REPUBLIC,
acting on behalf of
the Slovak Republic

In Bratislava, on

.....

For and on behalf of
HELIPOOL GmbH

In, on

.....

Daniel Hofer
CEO/OWNER

Annex 1
to Addendum 1 to the CONTRACT FOR THE SALE AND PURCHASE OF AIRCRAFT
LEONARDO AW189 Ser. No. 49039 concluded on 15 December 2022

(Model Agreement)

**Agreement for the delivery of the Remaining Part of Batch 2 concluded pursuant to clause 2.1 of
Addendum 1 dated ... to the CONTRACT FOR THE SALE AND PURCHASE OF AIRCRAFT
LEONARDO AW189 Ser. No. 49039
concluded on 15 December 2022
(the "Agreement")**

Contracting Parties

- (1) **HELIPOOL GmbH**, a company established under Liechtenstein law with its registered office at
Schiffflände 2, 9496 Balzers, Liechtenstein
Represented by: Daniel Hofer, CEO/Owner
(the "Seller")

and

- (2) **MINISTRY OF INTERIOR OF THE SLOVAK REPUBLIC**, acting on behalf of the Slovak Republic,
with its registered office at Pribinova 2, 812 72 Bratislava, Slovak Republic, CIN 00151866, VAT
ID SK2020571520
Represented by:
(the "Buyer")

*(the Seller and the Buyer hereinafter collectively referred to as the "Contracting Parties" and
individually as the "Contracting Party")*

**The Contracting Parties enter into this Agreement in accordance with clause 2.1 of Addendum 1
dated ... to the CONTRACT FOR THE SALE AND PURCHASE OF AIRCRAFT LEONARDO
AW189 Ser. No. 49039 CONCLUDED ON 15 DECEMBER 2022**, the content of which is the agreement
of the Contracting Parties for the delivery of the Remaining Part of Batch 2 under the Contract.

Art. 1
Subject Matter of the Agreement

The Seller undertakes to deliver the Remaining Part of Batch 2 as defined in clause 2.1 of the Addendum
within from the date of this Agreement, with the place of delivery of this Remaining Part of Batch 2
being the M.R. Štefánik Airport in Bratislava.

Art. 2
Final Provisions

2.1 This Agreement shall enter into force on the date of signature by both Contracting Parties, and it shall
become effective on the day following the date of its publication in the Central Register of Contracts
maintained by the Office of the Government of the Slovak Republic.

2.2 This Agreement shall be drawn up in four (4) counterparts with the force of an original, two (2)
counterparts in the English language and two (2) counterparts in the Slovak language. In case of conflict
of interpretation of this Agreement, the officially translated English version shall prevail. The Buyer shall
post both the English and Slovak versions of the Agreement in accordance with clause 2.1 of this Article.

2.3 The Contracting Parties declare that they have read this Agreement, have acquainted themselves with its contents and sign it as a token of their signature.

For and on behalf of
MINISTRY OF INTERIOR
OF THE SLOVAK REPUBLIC,
acting on behalf of
the Slovak Republic

In Bratislava, on

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For and on behalf of
HELIPOOL GmbH

In, on

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