

THIS **AIRCRAFT SALE AND PURCHASE AGREEMENT** IS MADE

BETWEEN

(1) **CASTLE AIR LIMITED**, a corporation formed under the laws of England & Wales with an address of Trebrow, Liskeard, Cornwall, England, PL14 3PX, United Kingdom as **Seller**,

and

(2) **MINISTRY OF INTERIOR OF THE SLOVAK REPUBLIC**, acting on behalf of the Slovak Republic, with its seat at Pribinova 2, 812 72 Bratislava, Slovak Republic, ID No. 00151866, VAT ID No. SK2020571520, as **Buyer**

(the Seller and the Buyer are jointly referred to as the **Parties** and separately referred to as the **Party**)

RELATING TO:

- (1) one (1) Leonardo AW 139 helicopter (aircraft) serial number 31836 current nationality and registration mark M-CSTL, together with
- (2) its two (2) PT6C-67C engines bearing manufacturer's serial numbers PCE-KB2135 (engine N°1) and PCE-KB2130 (engine N°2),
- (3) avionics, systems, appliances, accessories, components, parts, furnishings and other equipment belonging to, installed in or attached or appurtenant to the items mentioned in (1) to (3), inclusive, and
- (4) all Records relating to the items mentioned in (1) to (3), inclusive.

The items mentioned in (1) to (3), inclusive, are more particularly identified in Annex 1. Each of and collectively, the items mentioned in (1) to (4), inclusive, are referred to in this Agreement as the **Aircraft**.

NOW IT IS AGREED between the Seller and the Buyer as follows:

1 Sale and Purchase of the Aircraft and Other Goods and Services

Subject to and in accordance with the terms of this Agreement, the Seller agrees to sell to the Buyer and the Buyer agrees to purchase from the Seller Batch N° 1 (as defined below) for an amount of Euro 14,423,076.00 (the "**Sales Price**"). Batch N° 2 (as defined below) shall be provided by the Seller to the Buyer in connection with the sale and purchase of Batch N° 1 for a maximum amount of Euro 1,830,000.00 (the "**Services Price**").

1.1 Batch N°1 includes:

- (I) The Aircraft, with full title guarantee, good and marketable and full legal and beneficial right, title and interest in and to the Aircraft, free and clear of all Encumbrances, on the Delivery Date, at the Delivery Location in "as is", "where is" condition, it being understood that the Buyer shall not be obliged to accept the Aircraft unless the Aircraft is in the Delivery Conditions.

1.2 Batch N°2 includes:

- (II) the Training.
- (III) the Modifications.
- (IV) access to CAMO software in accordance with Annex 6.

2 Warranties

With effect from Delivery, the Seller hereby transfers and assigns to the Buyer all of the Seller's right, title and interest in and to all assignable Manufacturers' warranties if any and to all assignable warranties of other manufacturers and suppliers, in each case, relating to the Aircraft and in existence at Delivery. The Seller shall execute and deliver such documents as may be reasonably required by the Buyer or as may be required by any law or contract applicable to either the Seller or the Buyer to effect such transfers and assignments.

3 Conditions

The obligations of the Seller and of the Buyer under Clauses 1 and 2 above, inclusive, are subject to the following conditions:

- (a) this Agreement shall have been signed by all Parties or their duly authorised representatives in fact and the other Party shall have received an original or a pdf email version of this Agreement so signed;
- (b) the further conditions as to Delivery in the Terms and Conditions, Part 1, paragraphs 6.3 and 7 are satisfied at Delivery;
- (c) the Seller and the Buyer jointly declare that it is not be contrary to any law applicable to either the Seller or the Buyer (respectively) for the Aircraft to be transferred or sold by the Seller to the Buyer or for the Buyer to buy the Aircraft from the Seller for any reason or cause whatsoever;
- (d) the Delivery Date occurs on or before the Final Date;

- (e) each of the warranties given by the Seller and the Buyer under Clauses 5 and 6 below, each with respect to itself, are true and accurate as at the Delivery Date (by reference to the facts and circumstances then existing); and
- (f) each Party shall be in compliance with its respective obligations under this Agreement.

The conditions referred to in paragraphs (a) to (f) above, inclusive, are for the benefit of each or the relevant recipient Party thereof. A Party may, for itself and in its absolute discretion, waive any or all of such conditions in writing to the other Party, with or without condition. Any such waiver shall only have effect if agreed in advance and in writing by the other Party.

4 Warranties by the Seller

The Seller warrants to the Buyer as at the Effective Date and at Delivery by reference to the facts and circumstances as at each such date and time that:

- (a) it has full power and authority, has obtained all necessary consents, approvals and authorisations and has taken all necessary actions to enter into each Transaction Document and to perform its obligations thereunder;
- (b) no litigation or other proceeding, including those relating to the appointment of any receiver, administrative receiver, administrator, liquidator or trustee or similar officer over the Seller, its undertaking or a substantial part of its assets, before any court or other Government Entity is pending or, to the best of its knowledge, threatened against the Seller which would prejudice the ability of the Seller to perform its obligations under this Agreement;
- (c) it is the sole and absolute owner of the Aircraft at the time of Delivery;
- (d) the Seller will, on the Delivery Date and subject to the other terms and conditions of this Agreement, transfer (with full title guarantee) to the Buyer the Aircraft with good and marketable, right, title and interest, free and clear of all Encumbrances, such title to be evidenced by the Bill of Sale;
- (e) each Transaction Document constitutes legally binding, valid and enforceable obligations of the Seller enforceable in accordance with their terms;
- (f) save as provided herein, no authorisation, approval, consent, licence or any order of any Government Entity to which it is subject is required by the Seller in connection with the entry into, performance, validity and enforceability of, and the transactions contemplated by, each Transaction Document, to the extent that the same relates to the Seller in its jurisdiction of incorporation;
- (g) the entry into and performance by it of, and the transactions contemplated by, each Transaction Document do not (1) conflict with any law or regulation applicable to it (2) conflict with its constitutional documents or (3) conflict with, or result in any material breach of, any of the terms of, or constitute a default under, any agreement or document to which it is a Party or by which it or any of its property or assets may be bound; and

- (h) Seller is duly organized and validly existing under the laws of England and Wales and has the corporate power to own its assets and to enter into and implement the transactions contemplated by the Transaction Documents.

5 Warranties by the Buyer

The Buyer warrants to the Seller as at the Effective Date and at Delivery by reference to the facts and circumstances as at each such date and time that:

- (a) it has full power and authority, has obtained all necessary consents, approvals and authorisations and has taken all necessary actions to enter into each Transaction Document and to perform its obligations thereunder;
- (b) it is subject to private commercial law and suit, and neither the Buyer nor its properties or assets have any right of immunity from suit or execution on the grounds of sovereignty in Slovakia or any other jurisdiction or on any other grounds;
- (c) it is able to pay its debts as they fall due;
- (d) it has the necessary power to enter into and implement the transactions contemplated by the Transaction Documents;
- (e) each Transaction Document constitutes legally binding, valid and enforceable obligations of the Buyer enforceable in accordance with their terms;
- (f) it has obtained and received all authorisations, approvals, consents, licences or any orders of any Government Entity to which it is subject required in connection with the entry into, performance, validity and enforceability of, and the transactions contemplated by, each Transaction Documents; and
- (g) the entry into and performance by it of, and the transactions contemplated by, each Transaction Document do not (1) conflict with any law or regulation applicable to it (2) conflict with, or result in any material breach of, any of the terms of, or constitute a default under, any agreement or document to which it is a Party or by which it or any of its property or assets may be bound.

6 General Exclusions

- 6.1. The Buyer hereby acknowledges that the Seller is not a manufacturer of aircraft, including the Aircraft (or any parts or equipment forming part of the Modification), and that the Buyer shall be solely responsible for any decision as to whether or not to enter into this Agreement or any other transaction or arrangement in relation to the Aircraft having made a Pre-Purchase Inspection of the Aircraft. The Seller hereby acknowledges and confirms that it will provide the Buyer with access to all available details on the Aircraft that he will be aware of at the applicable times and with all essential cooperation that the Buyer may reasonably require in connection with the Pre-Purchase Inspection. Unless the Seller has deliberately concealed any relevant information related to the Aircraft that he was aware of as of the Delivery Date (or, with respect to the Modifications, the date of installation of the part or equipment), the Seller shall not be deemed to have made any representation, warranty or guarantee (other than as to title) as to the description, airworthiness, design, manufacture, fitness, condition, operation, performance, quality, durability, fitness or suitability for any particular purpose or use intended by the Buyer or any other person, as to the absence of latent, inherent or other defects (whether or not discoverable) in the Aircraft or the Modifications, as to the completeness or condition of

the Aircraft or the Modifications or as to the absence of any infringement of any patent, copyright or design or other proprietary rights or in respect of any consequences to the Buyer or any other person, its or their associates or nominees that might arise out of the sale and/or purchase or failure to make any sale or purchase of the Aircraft under this Agreement or completion of the Modifications or otherwise, or as to any other matter or thing whatsoever and (save as to title as aforesaid) any warranties, representations, conditions or guarantees implied whether arising in contract, tort or the operation of law, express or implied, statutory or otherwise or arising out of customary trade usage or prior course of dealing or with respect to the foregoing in respect of the Aircraft or any part thereof or the Modifications or otherwise are, to the fullest extent permitted by law, excluded from this Agreement and the sale and/or purchase of the Aircraft to and by the Buyer, its associates, nominees or assigns and the completion of the Modifications. Subject to the express provisions of this Agreement the Aircraft is sold and purchased hereunder in "as is", "where is" condition. Nothing shall limit the liability of the Seller in the event of fraud.

- 6.2. Under no circumstances shall the Seller or the Buyer be liable to the other or any other person for any loss of profit, loss of bargain or loss of anticipated saving, economic, consequential, indirect, special or incidental damage or loss suffered by it or them in relation to matters, circumstances or events arising out of the sale and/or purchase or failure to make any sale or purchase of the Aircraft under this Agreement or otherwise including any damages for loss of profits or any indirect, consequential, special, incidental and/or punitive damages or any other losses or damages for or arising out of any lack or loss of use of the Aircraft or any part thereof for any reason.
- 6.3. The Parties acknowledge and agree that the limited warranties and the limitation of liability of the Seller contained in this Agreement have been expressly agreed to in consideration of the Sales Price and the other provisions of this Agreement. The warranties, representations, obligations and liabilities of the Seller and the rights and remedies of the Buyer set out in this Agreement and in the Bill of Sale are exclusive and in lieu of all other warranties, obligations, representations and liabilities of the Seller accordingly.
- 6.4. The Seller's cumulative liability for any claim made by the Buyer for Losses with respect to the Modifications shall be capped at that portion of the Services Price applicable to the Modifications.

7 General Operating Indemnities and insurances

- 7.1. With effect from Delivery, the Buyer agrees to indemnify and to keep indemnified and to hold harmless the Seller and its affiliates, officers, employees, agents and representatives (each an **Indemnitee**) on its or their demand against all and any liabilities, actions, claims, proceedings, judgments, penalties, fines, losses, damages, indemnity payments, fees, costs or expenses of whatever nature (**Losses**) which arise out of or in connection with the Aircraft and/or the operation, repair, maintenance, alteration, use, hire, purchase and/or sale of the Aircraft in relation to acts, events or omissions occurring, or claims made after Delivery, in each case other than any Losses:
 - resulting from the gross negligence, recklessness, fraud, wilful misconduct or wilful default of any Indemnitee;
 - payable by reason of, or caused by, any Indemnitee's failure to comply with any of its obligations, or breach of any warranty given by any Indemnitee, under any Transaction Document; or

- to the extent such Losses are imposed as a result of activities of Seller in any jurisdiction which are wholly unrelated to the transactions contemplated by this Agreement.

For the avoidance of doubt, the Parties confirm that this clause 8.1 does not apply to Losses imposed as a result of acts, events or omissions occurring, or claims made before the Delivery of the Aircraft.

8 The Terms and Conditions

The Terms and Conditions (Part 1, Part 2 and Part 3) attached hereto as Schedule 1 (the **Terms and Conditions**), together with the annexes and their attachments, form an integral part of this Agreement. The Seller and the Buyer confirm that the Terms and Conditions have been expressly drawn to their attention and agreed upon by them.

9 Effective Date

This Agreement shall become valid on the date of its signature by all Parties and effective on the date following the date of its publishing in the Central Register of Agreements kept by the Office of the Government of the Slovak Republic (the **Effective Date**). The publishing shall be arranged by the Buyer.

10 Confidentiality

- 10.1 All information and documents made available by the parties to each other in the course of signing and performance of this Agreement shall be confidential.
- 10.2 Neither Party shall at any time during the continuance of this Agreement or after the termination of it disclose to any person, firm or company any confidential information relating to the terms of this Agreement or to the business affairs of either Party other than to the extent required by law or by any applicable regulatory authority or by any court of competent jurisdiction.

11 Applicable Law / Jurisdiction

This Agreement shall be governed by and construed in accordance with the Slovak Law. Any dispute between the parties that cannot be resolved by amicable discussions shall be submitted to the respective courts of the Slovak Republic.

IN WITNESS whereof the Parties hereto have caused this Agreement to be duly executed the day and year given against their signatures on the last page of this Agreement.

Schedule 1 - Terms and Conditions

Words and phrases defined in any part of this Agreement, indicated by an emboldening of the word or phrase, shall have the same meaning throughout this Agreement unless the context otherwise requires or it is otherwise provided. Part 3 of these Terms and Conditions contains additional definitions and interpretative provisions which shall equally apply throughout this Agreement.

Part 1 – Specific Terms

1 Purpose and Exclusivity

This Agreement provides in particular for the sale of the Aircraft by the Seller to the Buyer (with full title guarantee) and other items described in Batch N°1 as well as provision of Batch N°2 following Delivery and for the procedures to be followed by the Parties to achieve such sale and purchase (provision) and the terms applicable thereto. Accordingly, from the Effective Date to the earlier of (1) Delivery and (2) the date upon which this Agreement is terminated in accordance with its terms, the Seller shall (i) withdraw the Aircraft from the market as being for sale and (ii) deal, together with its representatives in relation to its sale of the Aircraft, exclusively with the Buyer and its authorized representatives. Each of the Seller and Buyer shall ensure the compliance by their respective representatives and brokers, if any, with the provisions of this paragraph.

2 Payments

The Sales Price and Services Price shall be paid in three installments direct to the Seller.

2.1 Sales Price: Euro 14,423,076.00 within 5 business days following the Agreement signing.

2.2 Services Price for the Training: Final maximum amount of Euro 230,000.00, payable within 5 business days following the final order from Buyer. In case the real costs for Training confirmed by Leonardo training academy (and approved by Buyer) will be lower than the maximum value specified in this Agreement, the difference will be credited by Seller to Buyer within 5 business days.

2.3 Services Price for the Modifications: Final maximum amount Euro 1.600.000.00, payable within 5 Business days following the final order from Buyer. In case the list price for the Modifications quoted by Leonardo and/or the labour charges are, in total, less than the maximum value specified in this Agreement, the difference will be credited by Seller to Buyer within 5 business days.

3 Inspections

3.1 Pre-purchase Inspection:

3.1.1 Prior to Delivery and no later than five (5) business days from effectiveness of this Agreement, the Seller shall make the Aircraft available to the Buyer at the Delivery Location for the purpose of the Buyer undertaking an inspection of the Aircraft (the **Pre-Purchase Inspection**). The purpose of the Pre-Purchase Inspection is to give to the Buyer a sufficient opportunity to be satisfied that the Aircraft is in the condition specified in Annex 2 (the **Delivery Conditions**).

Content of the Pre-Purchase Inspection: The Pre-Purchase Inspection shall be a visual and technical inspection performed by the Buyer in accordance with a workscope to be approved by the Seller, acting reasonably. The Pre-Purchase Inspection shall not include any actions requiring the disassembly or removal of any parts of the Aircraft or the opening of any skins or panels, or any intrusive or destructive inspections or tests. The Pre-Purchase Inspection (including the Inspection of the Records) shall be conducted at all times under the supervision of the Seller and under the instructions of the assigned maintenance organization and shall last not more than three (3) business days.

3.1.2 *Cost of the Pre-Purchase Inspection:* The Pre-Purchase Inspection shall be undertaken by the Buyer at its sole cost.

3.2 Test flight

3.2.1 If requested by Buyer, Seller shall arrange for a test flight to be carried out on the Aircraft on a date to be agreed between Buyer and Seller or, if not agreed, not later than seven days prior to the Delivery Date with Seller's crew and under the command of a pilot appointed by the Seller.

3.2.2 The duration of the test flight set out in clause 3.2.1 shall not exceed ½ hours and the Buyer may designate up to two persons to participate in the test flight as observers.

3.2.3 Seller shall confirm the existence of liability cover for the Buyer's representatives on the test flight set out in clause 3.2.1 to be included in its policy of insurance for the Aircraft up to reasonable limits, but any extra expense incurred by the Seller as a result of this shall be at the Buyer's cost.

3.2.4 The Buyer shall immediately after the completion of the Pre-Purchase Inspection and the test flight set out in clause 3.2.1 notify the Seller of any failure of the Aircraft to comply with the Delivery Conditions.

4 Inspection, Discrepancies and Final Technical Acceptance

Within 72 hours from the completion of the Pre-Purchase Inspection, the Buyer shall advise the Seller in writing whether the Aircraft meets the Delivery Conditions. If the Buyer or its representatives has identified any discrepancies from the Delivery Conditions, the Seller and the Buyer shall act reasonably and in good faith to reach agreement with respect to the discrepancies and the necessary remedial action to rectify or compensate the same. In the event of a discrepancy in the Aircraft and in order not to delay Delivery, the Parties may agree to enter into a "commitment letter" whereby the Seller will undertake to the Buyer to perform certain remedial actions after Delivery such as to deliver a replacement part or provide a financial compensation. If the Buyer and the Seller are not able to reach remedial action to rectify the discrepancies or reach compensation to the reasonable satisfaction of both Parties within five (5) business days after completion of the Pre-Purchase Inspection, either Party shall (provided that it has otherwise complied with all of its obligations under this Agreement that are due and owing) be entitled to terminate this Agreement with immediate effect, whereas clause 9 of part 1 of Schedule 1 of this Agreement shall apply. If it is agreed between the Seller and the Buyer that if there are no discrepancies or agreement on remedial action has been reached and such remedial action has been taken, the Buyer shall notify the Seller in writing that it is ready to take delivery of the Aircraft (**Final Technical Acceptance**), and the Parties shall proceed to Delivery in accordance with the Agreement.

5 Risk, Damage to or loss of the Aircraft prior to the Delivery Date

- 5.1 Risk of loss of or damage to the Aircraft shall pass to the Buyer upon Delivery (the **Risk of Loss Transfer**). Upon Delivery, Seller shall be entitled to terminate any Hull All Risk insurances then maintained with respect to the Aircraft.
- 5.2 Loss prior to the Risk of Loss Transfer:
- 5.2.1 If, prior to the Risk of Loss Transfer, the Aircraft suffers a Total Loss, this Agreement shall automatically and without the requirement of further act, terminate, and neither Party shall have any further obligation, right or liability to or against the other arising from, in connection with or in respect of the Aircraft or its sale and purchase hereunder, except with respect to those paragraphs and clauses of this Agreement which are expressly stated to survive the termination of this Agreement, and except that the Seller shall return to the Buyer any payments of the Sale Price made prior to such date within three (3) business days. The Parties shall notify the other promptly upon becoming aware of any incident or event whereby the Aircraft or any engine has, or may, have suffered a Total Loss.
- 5.2.2 If, prior to the Risk of Loss Transfer, the Aircraft or any engine suffers a material damage other than Total Loss that means that the Aircraft is not in the Delivery Conditions, this Agreement shall remain in full force and effect and the Seller shall be required to repair such damage and deliver the Aircraft to the Buyer in the Delivery Conditions.

6 Pre-Delivery matters

Without limitation of the other obligations of the Parties hereunder:

- 6.1 Intentionally omitted.
- 6.2 The Delivery Date

Seller and Buyer currently anticipate that Delivery will take place at the Delivery Location, on or about date of entry into force of the Contract (the **Expected Delivery Date**), (or such other date mutually agreed between the Parties taking into account the availability of the aviation authorities of the Intended State of Registration) and they shall each use reasonable efforts to ensure that Delivery takes place on the Expected Delivery Date, but in any event Delivery shall (subject to the other provisions of this Agreement) occur no later than 3.00 p.m. British Winter Time (UTC/GMT +1 hour) on the Final Date.

6.3 Conditions for Delivery

6.3.1 As a condition to the Buyer's obligation to proceed to Delivery, the following shall be met:

- (A) Intentionally omitted;
- (B) provide to the Buyer a copy of the signed but undated Bill of Sale relating to the transfer of title of the Aircraft.
- (C) provide to the Buyer an invoice for the Sales Price, which invoice shall, where so required by law, be in proper form to constitute a valid invoice for all appropriate tax purposes.

- 6.3.2 In addition to the conditions set forth above, the Aircraft shall not have suffered a Total Loss on the Delivery Date or no condition, event or circumstance shall have occurred which with the lapse of time, giving of notice, or making of a relevant determination or the fulfillment of any other applicable condition or any combination of the foregoing would constitute a Total Loss.
- 6.3.3 The detailed steps leading to the Delivery, including payments, submission and delivery of documents are detailed in the Agreement. The Parties are hereby obliged to act in accordance and fulfill their obligations under the Agreement and any default by Buyer or Seller of its obligations under the Agreement constitutes a default under this Agreement.
- 6.3.4 As a condition to the Seller's obligation to proceed to Delivery, the Buyer shall (A) have pay the Sales Price to the Seller, (B) arrange for the placement of the Insurances, (C) provide to the Seller a copy of the signed but undated Receipt and Acceptance Certificate, and (D) provide to Seller a copy, certified by a duly authorized officer of Buyer, of all relevant corporate authorizations and powers of attorney for Buyer.
- 6.3.5 All of the conditions in paragraph 6.3.1 above are inserted for the sole benefit of the Buyer and may be waived in whole or in part and with or without conditions by the Buyer in its absolute discretion. If any of the conditions specified in paragraph 6.3.1 above are not satisfied on the Delivery Date and the Buyer agrees to defer the same, the Seller shall ensure that such condition is satisfied within ten (10) business days of the Delivery Date.

7 Delivery

- 7.1 Delivery Procedure: Subject to the compliance by the Parties with the provisions of paragraph 6 of this Part 1, the Parties shall proceed with the steps leading up to Delivery following the Final Technical Acceptance and immediately upon confirmation that the Aircraft is on the ground at the Delivery Location.

If any of the confirmations or documents to be provided in the Agreement cannot be given, the actions described in the Agreement shall be suspended to allow the Seller and the Buyer to determine what action, if any, might be taken, including a re-scheduling of the Delivery Date, to address the same. If no such determination is agreed between the Seller and the Buyer within twenty four (24) hours, the provisions of paragraph 8 or 9.1 of this Part 1, as applicable, shall apply to the cause of the confirmation not being able to be given with reference to the obligations of the Seller and the Buyer under this Agreement.

- 7.2 Once the conditions for Delivery set out in paragraph 6.3 above have been satisfied, Delivery shall occur and:
- 7.2.1 The Seller shall date and release the original Bill of Sale to the Buyer; and
- 7.2.2 The Buyer shall date and release the Receipt and Acceptance Certificate to the Seller.
- 7.3 Delivery of the Receipt and Acceptance Certificate by the Buyer to the Seller shall be conclusive proof that (1) the Buyer has fully examined and inspected the Aircraft, (2) the Aircraft is in all respects in accordance with the terms of this Agreement including the Delivery Conditions.
- 7.4 Delivery of the Bill of Sale by the Seller to the Buyer shall be conclusive proof that (1) the Seller has received in full the payment of Sales Price.
- 7.5 Promptly following Delivery the Seller shall discharge from the Regulatory Authority the mortgage currently recorded against the Aircraft in favour of Lombard North Central PLC and

notify the Regulatory Authority of the sale of the Aircraft (but shall not deregister the Aircraft). From Delivery the Buyer shall be responsible for maintaining the registration of the Aircraft with the Regulatory Authority as well as any subsequent deregistration.

- 7.6 At Delivery the Aircraft will be in a customs bonded warehouse and outside the scope of United Kingdom VAT regime. Following Delivery the Buyer will be responsible at its own cost for removing the Aircraft from the customs bonded warehouse and any subsequent customs importation procedures whether into the United Kingdom, the European Union or otherwise.

8 Force Majeure

- 8.1 Neither Party shall be liable for any failure or delay in the performance of their obligations under this Agreement due to *Force Majeure* (**Excusable Delay**). Force Majeure shall mean, with respect to any Party, an event beyond the control of such Party (or any person acting on its behalf), which event (a) does not arise or result from the fault or negligence of such Party (or any person acting on its behalf) and (b) by its nature would not reasonably have been foreseen by such Party (or such person), or, if it would reasonably have been foreseen, was unavoidable, and includes acts of God, acts of civil or military authority, embargoes, epidemics, pandemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions, labor problems or unavailability of parts, or, in the case of computer systems, any failure in electrical or air conditioning equipment. Notwithstanding the foregoing, the receipt by a Party of an unsolicited takeover offer or other acquisition proposal, even if unforeseen or unavoidable, and such Party's response thereto shall not be deemed an event of Force Majeure. Neither the lack of adequate financial resources of any Party nor any delay in signing, dating or delivering any document shall, in any event, constitute Excusable Delay.
- 8.2 Subject to paragraph 8.3 of this Part 1, in the event of any Excusable Delay, the time required for the performance of any obligation in this Agreement affected thereby shall be extended for a period equal to the period during which any cause of the Excusable Delay and its effects shall persist.
- 8.3 The Party suffering the occurrence of any Excusable Delay shall notify the other Party of the same with full details thereof and the likely extent and nature of the delay involved. In the event the Excusable Delay exceeds ninety (90) days beyond the Final Date, either Party may terminate this Agreement by notice to the other specifying the Excusable Delay giving rise to the termination and the date on which, if the Excusable Delay has not then ended (in which case, the termination notice shall be deemed not to have been served), this Agreement shall be terminated (the **paragraph 8.3 termination date**). The paragraph 8.3 termination date shall be five (5) days after the date of service of the notice of termination under this paragraph 8.3.

In the event of any termination of this Agreement pursuant to paragraph 8.3 of this Part 1, on the paragraph 8.3 termination date, neither Party shall have any further obligation or liability to the other arising out of this Agreement save as may otherwise be provided pursuant to this Agreement, except that the Seller shall return to the Buyer any payments of the Sale Price made prior to the termination date within three (3) business days.

9 Termination

- 9.1 Specific Termination Provisions: This Agreement may be terminated (in Slovak: *odstúpiť*) pursuant to any of: (A) Part 1, paragraph 4, 5.2.1, (B) Part 1, paragraph 8.3 or (C) as otherwise agreed between the Buyer and the Seller in writing.

- 9.2 Default Termination: This Agreement may further be terminated by a Party (the **notifying Party**) by notice on the other (the **defaulting Party**) if the defaulting Party is in material breach of, or is in material default of the performance of, any of the terms of this Agreement, including any representation or undertaking, and including any obligation to make payments when due or to take delivery of the Aircraft when duly tendered for delivery, and the defaulting Party fails to cure such breach or default (if capable of remedy) within two (2) business days of receipt of the notification from the notifying Party requiring the cure of the same. If the defaulting Party has not cured the material breach of this Agreement within such timeframe, the notifying Party is entitled to terminate the Agreement. However, if the defaulting Party declares that it will not perform its obligation arising from the Agreement and/or that it will not cure the material breach of this Agreement within such timeframe, the notifying Party may terminate this Agreement prior to the expiration of this period.
- 9.3 Insolvency Termination: This Agreement may further be terminated by a Party if, in relation to the other Party:
- 9.3.1 any judgment or order of a court of competent jurisdiction made against such Party is not stayed or complied with within thirty (30) days, or a creditor or an encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other process is levied or enforced upon or sued out against any of the undertakings, assets, rights or revenues of such Party and is not discharged within thirty (30) days; or
 - 9.3.2 such Party stops or suspends payment of, or admits inability to pay, its debts as they fall due or becomes or is deemed to be insolvent or unable to pay its debts as they fall due or commences negotiations with one or more of its creditors with a view to the general re-adjustment or re-scheduling of all or part of its indebtedness or proposes or enters into any composition or other arrangement for the benefit of its creditors generally or any class of creditors or proceedings are commenced in relation to the insolvent Party under any law, regulation or procedure relating to reconstruction or readjustment of debts or a moratorium or amicable settlement is declared or requested by such Party in respect of all or part of its indebtedness; or
 - 9.3.3 such Party takes any action or any legal proceedings are started or other steps taken for (or for the consideration of) (i) such Party to be adjudicated or found bankrupt or insolvent, (ii) the winding up, liquidation, judicial reorganization or dissolution of such Party, (iii) the appointment of a liquidator, trustee, receiver, administrator, administrative receiver or similar officer of such Party or of the whole or any part of its undertakings, assets, rights or revenues or (iv) the judicial protection of such Party from its creditors; or
 - 9.3.4 a liquidator, trustee, receiver, administrator, administrative receiver or similar officer of such Party is appointed over the whole or any substantial part of its undertaking, assets, rights or revenues; or
 - 9.3.5 there occurs, in relation to such Party in any country or territory in which it carries on business, or to the jurisdiction of whose courts any part of its assets is subject, any event which, in the reasonable opinion of the other Party, appears in that country or territory to correspond with, or have an effect equivalent or similar to, any of the events mentioned in paragraph 9.3.1., 9.3.2., 9.3.3. or 9.3.4. of this Part 1, or such Party otherwise becomes subject in any such country or territory to the operation of any law relating to insolvency, bankruptcy or liquidation,
 - 9.3.6 such termination shall have effect from the date specified by the terminating Party in its notice to the other Party.

9.4 If this Agreement is terminated in accordance with this paragraph 9:

9.4.1 where the notifying Party is the Seller, the Seller shall be entitled to retain (or receive from the Buyer if it has not already paid) Euros 1.442.307.60 from the Sales Price as liquidated damages and shall return the balance of the Sales Price received from the Buyer to the Buyer; and

9.4.2 where the notifying Party is the Buyer, the Buyer shall be entitled to the return of all portions of the Sales Price already paid under this Agreement,

and in each case such rights shall constitute the notifying Party's sole and exclusive rights against the Defaulting Party for breach of this Agreement, and neither Party shall have any further obligation to the other under this Agreement.

10 Further assurances

The Seller agrees that following Delivery it will reasonably cooperate with any queries raised by the Buyer's financiers regarding the provision of Batch No. 1 and Batch No. 2 in connection with the audit of this transaction by such financiers. For the avoidance of doubt, nothing in this shall prejudice the provisions of Clause 1.1 of this Agreement, 7.3 of Schedule 1, Part 1 of this Agreement and in no event shall such audit, or the responses to the same, entitle the Buyer to seek recourse against the Seller.

[end of Part 1 of the Terms and Conditions]

Part 2 – General Terms

1 Authorised Representatives

The Seller and the Buyer shall be entitled to rely upon instructions and communications from the other's Authorized Representative, or any person nominated by such Authorized Representative, from time to time in writing, which instructions and communications shall bind the relevant Party whose Authorized Representative, or nominee, gives or makes the same.

2 Payments

- 2.1 Currency of Payments: Subject to paragraph 2.2 of this Part 2, Euros is the currency of account and payment under this Agreement.
- 2.2 Cost, taxes and expenses in another currency: Each payment in respect of costs, expenses or taxes shall be made in the currency in which the costs, expenses or taxes are incurred.
- 2.3 Sales taxes: All amounts due and payable hereunder are expressed as amounts exclusive of sales, turnover or value added tax or similar taxes (**sales taxes**) that may from time to time be payable or chargeable on the provision or supply of the goods or services to which they relate which sales taxes shall be payable in addition thereto by the relevant recipient of the supply who shall indemnify and keep indemnified the person making the supply for the same on the supplier's demand.
- 2.4 Invoices: Not as a condition precedent to payment by one Party (**payer**) to the another (**payee**) hereunder, the payee shall, upon the request of the payer, provide to the payer an invoice for the amount payable by the payer hereunder which invoice shall, where so required by law, be in proper form to constitute a valid invoice for all appropriate tax purposes.
- 2.5 No withholdings or Deductions: All payments under this Agreement shall be made in full without any deduction or withholding for or on account of tax unless such deduction or withholding is required by law in which event, the person making such payment (**payer**) shall (i) ensure that the deduction or withholding does not exceed the minimum amount legally required and (ii) forthwith pay to the recipient of such payment (**payee**) such additional amount as shall result in the net amount received by the payee being equal to the amount which would have been received by the payee had no such deduction or withholding been required or made. If the foregoing provisions of this subparagraph shall not be enforceable at law, the payer shall indemnify the payee for such Direct Loss, together with the payee's costs and expenses incurred in relation thereto or arising therefrom, as the payee may suffer or incur as a result of the making of such deduction or withholding by the payer from the payment otherwise due hereunder on the demand of the payer.

- 2.6 Set-off, Counterclaim: Except as otherwise permitted or required by this Agreement all payments required to be made hereunder shall be calculated without reference to any set-off or counterclaim and shall be made free and clear of and without any deduction for or on account of any set-off or counterclaim.
- 2.7 Due Date: All amounts payable under this Agreement shall be paid in same day funds for value on the due date to the account and person specified in this Agreement for such payment or in such other manner as the recipient Party may notify the other from time to time. All payments to the Seller shall be made to the Seller's Account, unless otherwise agreed in this Agreement.
- 2.8 Non-business days: If any payment falls due under this Agreement on a day which is not a business day, such payment shall be made on the next succeeding business day.
- 2.9 Late Payment, Interest: If any amount payable by one Party (**payer**) to the other (**payee**) under this Agreement is not paid or discharged by the payer on the due date for payment thereof, the payer shall pay to the payee interest (after as well as before judgment) on such amount at the Interest Rate from the due date to the date of payment of the same in full by the payer to the payee. All amounts of interest payable hereunder shall be calculated on the basis of the actual number of days elapsed in a 360-day year with monthly rests and shall be payable by the payer to the payee on the payee's demand.
- 2.10 Bank and transaction charges: All bank or transaction charges payable in relation to any transfer of funds pursuant hereto in the country of the sending bank shall be for the account of the Buyer who shall indemnify the recipient of the relevant transfer in respect thereof and for any loss that is suffered by or the insufficiency of any intended receipt of funds by the recipient of such transfer.

3 General Provisions

- 3.1 Costs and Expenses: Each Party shall be responsible for its own costs and expenses in connection with the preparation, negotiation, entering into and its performance of this Agreement.
- 3.2 Assignment: Neither the Buyer nor the Seller shall transfer its obligations under this Agreement, assign, charge or otherwise encumber the benefit of this Agreement without the prior written consent of the other Party.
- 3.3 Partnership: Nothing in this Agreement is intended or shall be construed to create or establish any partnership, joint venture, operating alliance or fiduciary relationship between the Parties.
- 3.4 Time of Essence: Subject to paragraph 8 of Part 1 to these Terms and Conditions, all obligations of the Parties under this Agreement shall constitute conditions, the time for the performance of which shall be of the essence.
- 3.5 Partial Invalidity: Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability shall not invalidate or render unenforceable such provision in any other jurisdiction.

- 3.6 Waiver: Neither Party's rights shall be prejudiced by any indulgence or forbearance extended by such Party to the other or by any delay in exercising or failure to exercise any right and no waiver by either Party of any breach of this Agreement shall operate as a waiver of any other or further breach hereof.
- 3.7 Further Assurance: Each Party shall, at the request and cost of the other, do and perform such further acts and execute and deliver, such further documents which are necessary or desirable to give effect to the intent and purpose of this Agreement.
- 3.8 Remedies Cumulative: The rights and remedies of the Parties under this Agreement are cumulative and not in the alternative to or exclusive of any remedies provided by law.
- 3.9 Notices: All notices and communications under this Agreement shall be given or made in writing and in the English language and transmitted to the other Party at its Notification Address with copy as there provided, or to such other address, facsimile number or email address as the intended recipient may have notified to the other Party (by five business days' notice). Notices relating to this Agreement shall not be effective unless given by personal delivery, post (return receipt requested), express courier (tracking receipt requested) to the relevant address. In the case of posting or courier service, any such notice shall be deemed duly served at the expiration of five (5) business days after its dispatch and, in the case of personal delivery, on the business day immediately following the date of personal delivery, as the case may be.
- 3.10 Confidentiality: Each Party acknowledges that (1) the existence of, (2) the terms and conditions of and (3) the commercial and financial arrangements evidenced by, this Agreement, are considered by them as highly confidential information. Accordingly, each Party agrees with the other that it shall treat such information as confidential and will not without the prior written consent of the other disclose such information to any person except and as necessary to the Regulatory Authority of the Intended State of Registration and the Parties' respective professional advisers, lenders and insurers or as may be required by any applicable law. In connection with any such disclosure, the Party making such disclosure shall request and use reasonable endeavours to obtain confidential treatment of such information from the person receiving it (unless such persons are subject to a professional duty of confidentiality). The Parties acknowledge that the publishing of this Agreement in the Central Register of Agreement kept with the Office of the Government of the Slovak Republic and other disclosures required by legal regulations of the Slovak Republic do not form any breach of this provision.

- 3.11 Whole Agreement: This Agreement constitutes the entire agreement and understanding among the Seller and the Buyer with respect to the sale and purchase of the Aircraft and all matters in respect thereof and arising therefrom and shall supersede all prior oral and written agreement of understanding of the Parties relating thereto. This Agreement may not be amended or added to by any oral statement, representation or agreement or by conduct.
- 3.12 Counterparts: This Agreement may be entered into in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same agreement.
- 3.13 Language: This Agreement has been executed in English language, with a non-binding Slovak translation. For the avoidance of doubt, in case of any discrepancy between the English and Slovak versions of this Agreement, the English version shall prevail.

4 Governing Law and Jurisdiction

- 4.1 This Agreement and any non-contractual obligations connected with it shall be governed by and construed in accordance with the laws of the Slovak Republic.
- 4.2 Any dispute, controversy or claim arising out of, or in connection with, this Agreement shall be finally settled by arbitration pursuant to the rules of the International Chamber of Commerce (ICC) by three arbitrators appointed in accordance with the said rules. The place of arbitration shall be Vienna, Austria. The language of the arbitration shall be English.
- 4.3 Each Party irrevocably:
- (a) consents to relief being given against it by way of injunction or order for specific performance or for the recovery of any property whatsoever and to its property being subject to any process for the enforcement of a judgment or any process effected in the course or as a result of any action in rem; and
 - (b) waives and agrees not to claim any immunity from suits and proceedings (including actions in rem) and from all forms of execution or attachment to which it or its property is now or may hereafter become entitled under the laws of any jurisdiction and declares that such waiver shall be effective to the fullest extent permitted by such laws.

[end of Part 2 of the Terms and Conditions]

Part 3 – Definitions and Interpretation

1 Specific Definitions

In this Agreement, unless the context otherwise requires or it is otherwise provided, the following emboldened additional words and phrases shall have the following meanings:

Aircraft has the meaning given to it in the recitals to this Agreement;

Authorized Representative means, in relation to a Party (the **appointor**), the person notified by the appointor to the other Parties as the person who may represent the appointor for all purposes of this Agreement provided that such person shall cease to be an Authorized Representative of the appointor upon notification to the other Parties by the appointor of the same;

Batch N°1 has the meaning given to it in clause 1.1 of the Agreement;

Batch N° 2 has the meaning given to it in clause 1.2 of the Agreement;

Bill of Sale means a bill of sale in respect of the Aircraft in the form of Annex 4 from the Seller to the Buyer;

Delivery has the meaning given to it in the Terms and Conditions, Part 1, paragraph **Chyba! Nenašiel sa žiaden zdroj odkazov.**;

Delivery Conditions has the meaning given to it in the Terms and Conditions, Part 1, paragraph 3.1.1;

Delivery Date is the date on which Delivery occurs;

Delivery Location means a customs bonded warehouse at the Seller's facilities at London Biggin Hill Airport, United Kingdom;

Direct Loss means any actual, out-of-pocket loss, liability, action, claim, proceeding, judgment, penalty, fine, damages, indemnity payment, fee, cost or expense of whatever nature other than consequential, indirect, special, incidental or punitive loss or damages;

Effective Date has the meaning given to it in Clause 9;

Excusable Delay has the meaning given to it in the Terms and Conditions, Part 1, paragraph 8.1;

Expected Delivery Date has the meaning given to it in the Terms and Conditions, Part 1, paragraph 6.2;

Final Date means 29 July 2022 or such later date as the Parties may agree;

Interest Rate means the default interest rate pursuant to the valid legal acts in effect in the Slovak Republic;

Insurances means the third party liability insurance coverage in respect of the Aircraft as described in Attachment 4 of Annex 6;

Manufacturer means, in relation to the airframe, Leonardo S.p.A HELICOPTERS, Vergiate (VA), Italy;

Modifications means the modifications to the Aircraft to be made as set out in Annex 5;

Notification Address means, in the case of:

(1) the Seller:

Castle Air Limited
Trebrown, Liskeard
Cornwall England, PL14 3PX
United Kingdom
For the attention of: Ross Bunyard
Telephone number: +44(0) 1503 240543
Email: ross@castleair.co.uk

(2) the Buyer:

Ministry of Interior of the Slovak Republic
Slovak Government Flight Service
Airport M.R. Štefánika, 823 03 Bratislava
Slovak Republic

For the attention of: Andrej Ďurikovič
Telephone number: +421 902 358485
Email: Andrej.durikovic@minv.sk

Pre-Purchase Inspection has the meaning given to it in the Terms and Conditions, Part 1, paragraph 3.1.1;

Receipt and Acceptance Certificate means a certificate substantially in the form of Annex 3;

Records means all logbooks, technical data, mandatory service bulletins, records, certificates and other materials and documentation required to be maintained pursuant to applicable law and Manufacturer's requirements in respect of the Aircraft and all updates, additions, renewals, corrections, revisions and replacements to the foregoing that have been made from time to time as listed in Attachment 1 to Annex 1;

Regulatory Authority means the Isle of Man Aircraft Registry;

Sales Price has the meaning given to it in Clause 1 of the Agreement;

Seller's Account means

Názov účtu	Castle Air Limited
Názov banky	National Westminster Bank plc
Adresa banky	Liskeard Branch, Liskeard, Cornwall
Číslo účtu	10381090
IBAN	GB80 NWBK 6072 1210 3810 90
SWIFT kód	NWBK GB 2L

Services Price has the meaning given to it in Clause 1 of the Agreement;

Terms and Conditions has the meaning given to it in Clause 9 of the Agreement;

Total Loss means, in relation to the Aircraft or any engine, an event which gives rise to the payment by insurers under the hull insurances maintained in respect of the Aircraft on the basis of a total loss of the Aircraft or that engine by whatever name called any of the following events:

- (a) loss of the Aircraft or loss of the use of the Aircraft due to theft, hi-jacking, disappearance, destruction, damage beyond repair or rendering of the Aircraft permanently unfit for normal use for any reason whatsoever;
- (b) any damage to the Aircraft which results in an insurance settlement on the basis of an actual total loss or constructive total loss or an agreed or arranged total loss;
- (c) the condemnation or confiscation or the requisition of title by any Government Entity or taking of title to the Aircraft by any Government Entity;
- (d) the requisition for use or hire or seizure of possession of the Aircraft by any Government Entity; and
- (e) in relation to an engine, the events described in paragraphs (a) to (d) above in relation to that engine;

Training means the training courses described in Annex 6; and

Transaction Documents means this Agreement, the Bill of Sale and the Receipt and Acceptance Certificate

2 General Definitions and Interpretation

In this Agreement, unless the context otherwise requires or it is otherwise provided, the following general definitions and interpretative provisions shall apply and have the following meanings:

Agreement means this Agreement, the schedules, annexes and attachments thereto as the same may be amended or supplemented from time to time by the Parties;

business day means a day, other than a Saturday or Sunday, on which banks are open for general business in Switzerland, Slovakia, Singapore and the United Kingdom;

Encumbrance means any encumbrance, right or interest of any person, whether by way of ownership, possession, enjoyment, security, contract, at law or otherwise, whatsoever, however and whenever created or arising, including any mortgage, charge, pledge, hypothecation, assignment, statutory right in rem, title retention, lease, lien, attachment, levy, claim, easement, trust arrangement, right of detention or seizure or right of set-off or any other type of preferential arrangement having a similar effect;

Euro, Euros, € means the single currency of the states of the European Union that have the euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union;

Force Majeure has the meaning given to it in the Terms and Conditions, Part 1, paragraph 8.1;

Government Entity means (1) any national government (de jure or de facto) of any state or territory or political subdivision of either thereof, (2) any governmental authority, board, commission, department, division, organ, instrument, court, tribunal or agency of any state, territory or political subdivision, however constituted and (3) any association, organisation or institution of which any of the above persons is a member or to whose jurisdiction any of them is subject or in whose activities any of them is a participant;

Headings to clauses, paragraphs and parts are for ease of reference only and shall not affect the construction or interpretation of the provisions of this Agreement;

including means, including without limitation to the generality of any description preceding such term;

Tax includes any and all forms of taxation, levy, impost, duty, contribution, withholding, or charge of whatever nature and by whatever name called, whenever created or imposed, by whoever imposed, and any amount deemed to be or treated as an amount of any of the same and any amounts in lieu thereof or in the alternative thereto, together with any additions to tax, penalties, fines, charges or interest thereon and **taxes** and **taxation** shall be construed accordingly;

terminate this Agreement and similar phrases, shall mean to terminate the obligation of the Seller to sell the Aircraft to the Buyer and the obligation of the Buyer to purchase the Aircraft from the Seller without prejudice to any other rights or obligations of the Parties under this Agreement;

[end of Part 3 of the Terms and Conditions]

Annex 1
The Aircraft Description

(Hours and cycles as 13-JUL-2022)

Airframe Status:

Aircraft Model: Helicopter AW 139
Airframe MSN: 31836
Year of Manufacture: 2021
In Service since: 2021

Total Time: 14.9 FH
Total Landings: 27 FC
Registration: M-CSTL

Weights

Maximum Take-off Weight: 7.000 kgs
Empty Weight: 4.372 kgs

Engine Status:

Engine Model: Pratt & Whitney Canada PT6C-67C
Engine 1 S/N: PCE-KB2135 TSN: 14.9 FH
Engine 2 S/N: PCE-KB2130 TSN: 14.9 FH

**Attachment 1 to Annex 1
DOCUMENTATION/RECORDS**

- 1 Aircraft Flight Manual (AFM)
- 2 Weight and Balance Manual
- 3 Quick Reference Handbook
- 4 Radio Station License
- 5 Log Books
- 6 Original OEM's Aircraft delivery documents
- 7 Current Swiss certificate of approval for navigation, communication and identification equipment issued by the applicable Authorities (if any)
- 8 Statement from the Previous Operator and Seller (as relevant) that the Aircraft is maintained according to an approved maintenance program during the preceding operating life of the Aircraft
- 9 Engine Log Books (including the AD compliance list and life limited parts), maintenance/overhaul records, including EASA Form 1 or equivalent
- 10 APU Log Book and maintenance records (including the AD compliance list and life limited parts), maintenance/overhaul records, including EASA Form 1 or equivalent)
- 11 Aircraft weighing report
- 12 List of serialised components installed as per Previous Operator and as per Seller (as applicable)
- 13 Records and status of installed hard-time components (stating installation date, TSN, TSO, CSO, TBO and hours/cycles/time remaining), original or copy EASA form 1, or an Federal Aviation Administration 8130 form or equivalent, and overhaul and/or release certificates
- 14 Complete List and Set of Airline Modifications Embodied (Engineering Orders) (including associated engineering data) if any
- 15 Statement of Flight Hours I Landings since Manufacture
- 16 AD Compliance List for Airframe, Engines, APU and all appliances
- 17 Records of damages and Repairs carried out on the Aircraft if any
- 18 Records of any special event (hard landing, lightning strike etc.) None recorded
- 19 Complete records set of Accomplished Maintenance Checks
- 20 Operator Maintenance Schedule and status (only to be used for transitioning to next operator's maintenance program)
- 21 MPD status indicating for each task the dates last performed and next due
- 22 Last compass swing report and last deviation chart

Annex 2
The Delivery Conditions

At Delivery the Aircraft shall be in the following condition within the acceptable limits, tolerances, deviations, allowances and ranges or condition and operation allowed by the Manufacturer's maintenance and operating manuals:

(i) the Aircraft shall be airworthy with its Engines and all its flight systems properly and fully operational within the relevant manufacturer's published specifications and conform to all mandatory requirements of the Regulatory Authority applicable to the Aircraft, including its Engines and auxiliary power units;

(ii) the Aircraft shall be current under and in full compliance with all maintenance and inspection requirements and the Manufacturer's recommended inspection programs with no holdover or deferred items not accomplished;

(iii) all airworthiness directives applicable to the Aircraft issued by the Regulatory Authority, the Manufacturer, or any manufacturer in respect of the Aircraft or any part thereof and requiring termination before Delivery shall have been duly and fully accomplished and properly signed off in the Aircraft permanent records;

(iv) all records shall be in English, up-to-date, continuous and complete up to and including the Delivery and in a format that complies with the requirement of the Regulatory Authority;

(v) the Aircraft shall conform to the specification of the Aircraft set out in Annex 1;

(vii) to the best of Seller's knowledge, the Aircraft shall have no damage history which is not recorded in the relevant Aircraft documentation; and

(viii) to the best of Seller's knowledge, the Aircraft is free from major corrosion.

Annex 3
Form of Receipt and Acceptance Certificate

This Receipt and Acceptance Certificate is executed and delivered on and as of Delivery on the date stated below by **THE MINISTRY OF INTERIOR OF THE SLOVAK REPUBLIC, ACTING ON BEHALF OF THE SLOVAK REPUBLIC** (the **Buyer**) to **CASTLE AIR LIMITED** (the **Seller**) pursuant to an **AIRCRAFT SALE AND PURCHASE AGREEMENT** dated _____ between the Seller and the Buyer relating to the Aircraft described below (the **Agreement**) in connection with the delivery of the Aircraft by the Seller to the possession and control of the Buyer, the transfer of title to the Aircraft from the Seller to the Buyer and the acceptance of the same by the Buyer from the Seller in each case pursuant to the Agreement

THE AIRCRAFT comprises:

- (1) one (1) Leonardo AW139 aircraft serial number 31836 current nationality and registration mark M-CSTL together with
- (2) its two (2) Pratt & Whitney Canada PT6C-67C engines bearing serial numbers PCE-KB2135 (engine N°1) and PCE-KB2130 (engine N°2),
- (3) the avionics, systems, appliances, accessories, components, parts, furnishings and other equipment belonging to, installed in or attached or appurtenant to the items mentioned in (1) to (2), inclusive, and
- (4) all Records relating to the items mentioned in (1) to (3), inclusive.

The items mentioned in (1) to (3), inclusive, are more particularly identified in Annex 1. Each of and collectively, the items mentioned in (1) to (4), inclusive, are referred to in this Agreement as the **Aircraft**.

- 1 The Buyer confirms that, as at Delivery, the Aircraft is fully in accordance with the provisions of the Agreement and the Delivery Conditions as defined in the Agreement are met.
- 2 The Buyer confirms to the Seller that the Seller is in full compliance with the performance of its obligations under the Agreement.
- 3 The Buyer confirms to the Seller the following data as at the date of this Certificate:

Airframe:

Total Time: _____ hrs.

Total Landings: _____

Engine:

Engine 1 (sn PCE-KB2135): TSN: _____ hrs; CSN: _____ cycl.

Engine 2 (sn PCE-KB2130): TSN: _____ hrs; CSN: _____ cycl.

APU: TSN: _____ hrs; CSN: _____ cycl.

All words and expressions used in this Certificate shall have the same meanings as in the Agreement.

This Certificate shall be governed by and construed in accordance with the laws of the Slovak Republic.

Signed _____ Signed _____

for and on behalf of the Buyer

for and on behalf of the Seller

by (name) _____

by (name) _____

title _____

title _____

Annex 4
Form of Bill of Sale

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

THAT **CASTLE AIR LIMITED** with its registered office at Trebrow, Liskeard, Cornwall, England, PL14 3PX, United Kingdom (the **Seller**), is the owner of full legal and beneficial and good and marketable title to:

- (1) one (1) LEONARDO AW 139 aircraft serial number 31836 current nationality and registration mark M-CSTL, together with
- (2) its two (2) Pratt & Whitney Canada PT6C-67C engines bearing serial numbers PCE-KB2135 (engine N°1) and PCE-KB2130,
- (3) the avionics, systems, appliances, accessories, components, parts, furnishings and other equipment belonging to, installed in or attached or appurtenant to the items mentioned in (1) to (2), inclusive, and
- (4) all Records relating to the items mentioned in (1) to (3), inclusive.

as more specifically defined in that certain Aircraft Sale and Purchase Agreement dated _____ 2022 (the **Agreement**) made between the Seller and **Ministry of Interior of the Slovak Republic, acting on behalf of the Slovak Republic** (the **Buyer**); such aircraft together with the items within items (1) to (4), inclusive, collectively referred to as the "**Aircraft**").

THAT for and in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the Seller does this ____ day of _____, 2022 (with full title guarantee) grant, convey, transfer, sell and deliver full legal and beneficial and good and marketable title to the Aircraft unto the Buyer, and unto the Buyer's successors and assigns, free and clear of Encumbrances, forever.

THAT the Seller hereby warrants to the Buyer and its successors and assigns that, immediately prior to the delivery of this Bill of Sale, the Seller had full legal and beneficial and good and marketable title to the Aircraft free and clear of all Encumbrances and good and lawful right to sell the same, and that there is hereby conveyed (with full title guarantee) to the Buyer on the date hereof, full legal and beneficial and good and marketable title to the Aircraft free and clear of all Encumbrances, and that it will warrant and defend such title forever against all claims and demands whatsoever by persons claiming by or through the Seller or relating to events occurring prior to the date hereof.

In this Bill of Sale, "Encumbrance" means any encumbrance, right or interest of any person or entity, whether by way of ownership, possession, enjoyment, security, contract, at law or otherwise, whatsoever, however and whenever created or arising, including any mortgage, charge, pledge, hypothecation, assignment, statutory right in rem, title retention, lease, lien, attachment, levy, claim, easement, trust arrangement, right of detention or seizure or right of set-off or any other type of preferential arrangement having a similar effect.

The Seller acknowledges that this Bill of Sale is made unconditional and irrevocable, and that it has received the full payment of the purchase price of the Aircraft.

This Bill of Sale shall be governed by and construed in accordance with the laws of the Slovak Republic.

IN WITNESS THEREOF, undersigned authorized representative of the Seller and the Buyer has caused this instrument to be duly executed and delivered this ____ day of _____, 2022.

CASTLE AIR LIMITED (Seller)

By: _____

Name: _____

Title: _____

**MINISTRY OF INTERIOR OF THE SLOVAK REPUBLIC,
ACTING ON BEHALF OF THE SLOVAK REPUBLIC (Buyer)**

By: _____

Name: _____

Title: _____

Annex 5
Batch N° 2

- 1. The Aircraft**
- 2. Equipment**

Seller will provide to Buyer, and install, the following mission equipment, including associated appropriately approved installation documentation (manufacturer SB, STC ...). The cost of shipping of the parts to the location where installation shall be accomplished will be the responsibility of the Seller.

All warranties related to newly installed equipment (if any) will be transferred from Seller to Buyer.

DESCRIPTION
DUAL SIM 4G/SATCOM FLIGHTCELL DZMx
CARGO HOOK 2,200 KG* (INCL. UNDERBELLY CAMERAS)
SEARCH LIGHT TRAKKABEAM A800 PROVISION
TRAKKA BEAM A800 STC EASA AW139
FAST ROPING AND RAPPELING SYSTEM NON FOLDABLE (LH & RH)
INSTALLATION OF BAMBI BUCKET
COMPATIBILITY WITH NVIS OPERATIONS
Narrow Seat 15 Passenger configuration
REFINISHING OF AIRCRAFT TO CUSTOMERS SPECIFICATION AS PER AW189 COLOUR SCHEME; GREEN WITH WHITE STRIPES.

Installation will be performed at the maintenance shop at the Delivery Location unless otherwise agreed in writing between the Seller and the Buyer.

If the Buyer cancels any portion of the Modifications, the Buyer shall pay to the Seller on demand all Losses (including any cancellation or re-stocking fees) incurred by the Seller as a result of such cancellation.

The Buyer shall maintain the registration of the Aircraft with the Regulatory Authority until completion of the Modifications unless otherwise agreed between the Parties in writing.

Labour rates for the installation work shall be charged at a rate of Euros 126.50 per hour and all parts and equipment shall be charged at the then list price of the applicable part or equipment as published by the applicable manufacturer plus 15%.

Annex 6

Batch N° 2

TRAINING AND CAMO SUPPORT

To ensure a prompt start and transition of the operation of the Aircraft, the Seller will provide to the Buyer the following operation support following Delivery:

1 Training

The following specific training for the aircraft will be provided through Seller. Except where mentioned otherwise, the training location will be Leonardo training facility in Italy or such other location as the Parties may agree. Entitlement for the training will be granted for a period of 2 years from the signature of the Agreement onwards. Slots will need to be booked in advance and availability of slots will be on a first come first serve basis. That means that trainings can be booked individually.

(i) **Initial Type rating** for 3 pilots

2 CAMO Software

Seller will provide on its cost access to CAMO software for the Aircraft in accordance with the Buyer's selection. The maximum value of such software integration is EURO 5.000.

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

Signed By: _____

Name and Title:

For and on behalf of

Signed By: _____

Name and Title:

Attachment 5 to Annex 6**SIGNATURE PAGE**

To the Aircraft Sale and Purchase Agreement relating to one Leonardo AW 139 aircraft serial number between **CASTLE AIR LIMITED** and **MINISTRY OF INTERIOR OF THE SLOVAK REPUBLIC, acting on behalf of the Slovak Republic**

Seller: CASTLE AIR LIMITED	Buyer: MINISTRY OF INTERIOR OF THE SLOVAK REPUBLIC, acting on behalf of the Slovak Republic
<i>Signed</i>	<i>Signed</i>
<i>Name:</i>	<i>Name:</i>
<i>Title:</i>	<i>Title:</i>
<i>Date: _____ 2022</i>	<i>Date: _____ 2022</i>