



- 4.1 **Regular Installments:** The Purchase Price shall be paid in 20 regular Installments in the amount of USD 218.167,- - each plus statutory VAT (if any). Each regular Installment shall be paid on the last day of each calendar quarter beginning with the calendar quarter in which the delivery of the Object takes place. The regular Installments shall be adjusted to the fluctuations of the money market in accordance with Section V.5 of this Agreement (General Terms and Conditions of Business). (Financing rate: 3-month-LIBOR for USD plus 3,5 % p.a. /quarterly in arrears on the basis 365/360, as of 23.02.2011 = 3,8644 %).
- 4.2 **Residual Installment:** On the due date of the last regular Installment a one-time residual Installment in the amount of USD 7.325.000,- (plus statutory VAT, if any) is due.
5. Statutory VAT 20 % of the Purchase Price (net) amounts to EUR equivalent of USD 2.337.668,-. The Purchaser shall pay any statutory VAT (and/or other duties or charges comparable to VAT) which may be due on the total Purchase Price directly to the relevant tax authority within the due time by way of an application for set-off. The purchaser is obliged to provide the Seller with a copy of the application for the VAT set-off not later than one week before the VAT is due. If set-off is not possible and/or is not made with effect on or before the due date on which the Seller would have to pay the VAT to the relevant tax authority, the Purchaser shall promptly transfer the relevant amount of VAT to the Seller at such time, to an account to be specified by the Seller in writing. The Seller shall timely inform the Purchaser of the equivalent in Euro of the VAT amount to be set off. The exchange rate for customs valuations that shall be applied for the purposes of the set-off shall be the rate in force for the month of delivery in accordance with sec. 20 para. 6 of the (Austrian) "UStG" (*Value-added Tax Act*). In case the regular installments shall be adjusted to the fluctuations of the money market in accordance with Section V.5 of this Agreement the VAT shall be adjusted accordingly each quarter.

#### IV. Special Agreements:

1. Condition precedent  
This Agreement is subject to and conditional upon the issuance of bank guarantee in the amount of USD 5,045.000,- (US Dollars five million and forty five thousand) by Raiffeisen Bank International AG in favor of the Seller in form and content satisfactory to the Seller (the "**Bank Guarantee**").
2. During the entire term of this Agreement an amount of all outstanding Installments, discounted with the current interest rate at that time – reduced by the amount secured by the Bank Guarantee (together the "**Outstanding Amount**") – shall not exceed 80 % of the average wholesale value of the Object ("**AWV**") according to the latest issue of the Aircraft Bluebook. In case the Outstanding Amount exceeds 80 % of the AWV, the Seller is entitled to request the Purchaser to pay an extraordinary installment in USD in order to meet the agreed ratio between the Outstanding Amount and the AWV. Upon payment of said extraordinary installment the Outstanding Amount shall be reduced accordingly. Therefore the Regular Installments shall be re-calculated and shall be adjusted accordingly on the first day of the calendar quarter which follows the receipt of the extraordinary installment.
3. Right of early performance:  
The Purchaser shall have the right to fulfill its obligations under this Agreement at any time by paying the balance of the deferred Purchase Price.  
The Purchaser has the right to acquire ownership of the Object free and clear of all encumbrances by paying all outstanding Installments, discounted with the current interest rate at that time (the "**Outstanding Discounted Payments**") plus any costs of the Seller if any (particularly possible breakage costs, i.e. costs in connection with the prior repayment of the Seller's funding). The Purchaser shall exercise this right by sending a registered letter to the Seller stating the day of proposed payment of the Outstanding Discount Payments giving a time period of at least 14 business days. This right shall not be exercised prior to the due date of the first regular Installment.
4. The Seller shall charge the Purchaser a fee for the continuous administration of this Agreement as well as for the regular monitoring of the Aircraft and the related documentation (Asset-Monitoring) in the amount of EUR 5.000,- p.a. (in words: five thousand Euros) plus statutory VAT (if any) payable annually on 01.04. in advance ("**Control Fee**"). The first Control Fee shall be due 5 business days upon the Object's delivery.
5. The Country of Registration is Austria (see Section II). Nevertheless, during the term of this Agreement the Purchaser has a one-time right to change the Country of Registration once, subject to the prior written consent of the Seller. The (new) country of registry shall be a Western European country. The Seller is entitled to withhold its consent on important grounds. The Purchaser shall promptly after Seller's consent arrange for the adaptation of the Object (if required), certification and registration in the (new) country of registry, and bear, without limitation, any and all costs of materials and work as well as costs, fees and duties incurred for the Object's registration.

**The General Terms and Conditions printed overleaf are an integral part of this offer. The Purchaser accepts the General Terms and Conditions. The Purchaser represents that it is familiar with the data protection clause under Section V.17. and expressly consents to the contents thereof.**

The Parties irrevocably agree that the competent court of law in 1010 Vienna, Austria, shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement. The Purchaser submits to the jurisdiction of Austrian courts.

Austrian law shall apply to all legal relations arising in connection with this Agreement to the exclusion of its conflicts of law provisions and to the exclusion of the Convention on the International Sale of Goods.

The Purchaser herewith authorizes and empowers the Seller to complete, amend and modify, and – if necessary – correct, the Agreement within the limits of the agreements and understandings reached.

The Purchaser states that it operates the business relationship for its own account.

The Purchaser hereby authorizes the Seller expressly and revocably to collect the Purchase Price as well as the amounts of any further payment obligations hereunder when due by directly debiting its account designated above, and authorizes its bank to honor the debit notes. The details of the direct debit authorization have been set forth in Section V.4.

**RAN ELF**

**Raiffeisen Anlagenvermietung**

RAN ELF Raiffeisen Anlagenvermietung Gesellschaft  
m.b.H. - 1020 Wien, Hollandstraße 11-13

Tel. 01/716 01 - 0

JB Park GmbH

**JB Park GmbH**

Singerstrasse 4, b. 6  
1010 Wien, Austria  
Tel. +43 676 570 52 55

08/05/2011

Confirmation of signature:

Identified by: \_\_\_\_\_

ID document/issuing authority: \_\_\_\_\_

Confirmed by: \_\_\_\_\_

Accepted: \_\_\_\_\_ Date: \_\_\_\_\_



## V. General Terms and Conditions of Business:

1. Conclusion of the Agreement:  
The Purchaser shall be bound by its offer for 90 days after its signing. The Agreement comes into effect by the Seller's acceptance of the offer in writing (e.g. countersigning of the offer). A written acceptance is deemed to be in good time if it has been sent off within the stipulated period.
2. Object; Delivery:
  - 2.1 The Purchaser has chosen the Vendor and the Object. The Seller shall not be liable for any damage or loss that may be caused in connection with delivery.
  - 2.2 The Purchaser shall bear all costs and risks in connection with the transport and assembly of the Object.
  - 2.3 The Object shall be accepted jointly by the Purchaser, the Seller or an expert instructed by the Seller, and by the Vendor as agreed before by the parties involved. The Parties shall confirm acceptance by signing the Certificate of Acceptance/"Übernahmeprotokoll" in accordance with **Annex 2** and the Acceptance Letter/"Abnahmebestätigung" in accordance with **Annex 3**.
  - 2.4 The Purchaser shall at its own expense meet any and all factual, technical and legal conditions for acceptance (including travel and stay of required personnel, transportation, export and import, customs clearance, airworthiness certification, insurance, etc.). The Purchaser undertakes to meet the mentioned conditions for acceptance, transportation, export and import, registration, etc., at its own expense and risk in good time so that delivery and acceptance of the Object can take place as agreed. If the Purchaser fails to meet these obligations in spite of having been granted a reasonable grace period, the Seller shall be entitled to rescind this Agreement and to claim damages from the Purchaser as set forth in Section V.14.1. and all costs and disadvantages resulting from late acceptance shall be borne by the Purchaser, who shall indemnify and hold the Seller harmless in that respect.
  - 2.5 If its technical know-how is sufficient, the Purchaser shall promptly upon delivery perform its own examination of the Object for defects in the course of the technical inspection and the test flight or have such examination performed by a qualified expert, and shall promptly notify the Seller of such defects. If defects are found which justify a refusal of acceptance, the Purchaser shall refuse acceptance. Any disadvantages or prejudice caused by non-compliance with this provision shall be borne by the Purchaser.
  - 2.6 Once the Object has been examined for defects, the Seller will sign the Certificate of Acceptance only after the Purchaser has agreed to the acceptance of the Object. Upon signature of the Certificate of Acceptance, the Seller becomes the owner of the Object. Upon signature of the Certificate of Acceptance, the risk and liability for damage to or loss of the Object shall pass to the Purchaser. If the Purchaser gives its consent to the Seller to accept the Object, the Purchaser is obligated to accept the Object under this Agreement and shall at the same time also sign the Acceptance Letter/"Abnahmebestätigung" in accordance with **Annex 3**. By signing the Acceptance Letter, the Purchaser confirms irrevocably and with legally binding effect that the Object is complete and in proper, workable condition and in the condition agreed upon, that it has accepted the Object for the purposes of this Agreement, and that the Object also meets the requirements and complies with the terms and conditions of, this Agreement in all other respects.
  - 2.7 The validity of the Agreement or the obligations hereunder shall not be affected by the Purchaser's refusal to accept the Object, irrespective of the reasons for such refusal.
  - 2.8 The Seller shall, however, have the right to rescind the Agreement if the Vendor fails to deliver the Object in spite of having been granted a reasonable grace period, or if the Purchaser refuses to accept the Object. The Seller shall not be liable for damage the Purchaser suffers as a result of and/or in connection with a late delivery of the Object. The Purchaser may rescind the Agreement only after having granted a reasonable grace period if the Seller (i) is entitled to rescind the aircraft purchase agreement with the Vendor; and (ii) was thereto requested by the Purchaser before. The Purchaser's notice of rescission shall be without legal effect if the Seller has no right of rescission vis-à-vis the Vendor or if the Seller's rescission vis-à-vis the Vendor turns out to have been legally ineffective.
  - 2.9 If the Seller or the Purchaser rightfully rescinds the Agreement, the Purchaser shall indemnify the Seller in accordance with the provisions of Section V.14.2 of this Agreement. If the Purchaser's rescission is not justified, the Seller shall have a claim to indemnification against the Purchaser in accordance with the provisions of Section V.14.1 of this Agreement.
  - 2.10 The Purchaser shall, at its own expense, cause the entry of the Object into the Aircraft Register as set out in Section II. The Purchaser shall ensure that the entry into the aircraft register remains in force in proper form throughout the duration of this Agreement. Except with the written approval of the Seller, the Purchaser may not seek or allow the Object to be registered in accordance with the regulations of another country.
  - 2.11 In case the Object has to be adapted to meet certification and registration requirements in the Country of Registry (Section II), the following shall apply: The Purchaser shall, on its own initiative, obtain information on the type and

scope of the adaptation measures required and shall have any adaptation performed at its own expense and risk. The Purchaser shall, promptly after acceptance, arrange for the adaptation of the Object to be performed in an aircraft yard authorized to adapt the subject-matter aircraft type, and shall bear any and all costs related with the adaptation, certification and registration in the Country of Registry, including without limitation costs of materials and work as well as costs, fees and duties involved in the necessary official procedures.

3. Duration:  
The Agreement shall commence upon acceptance of the Purchaser's offer by the Seller. The Agreement shall end upon the full satisfaction of all payment obligations incumbent on the Purchaser.
4. Purchase Price / Installments / Interim Financing Charge:
  - 4.1 The Purchase Price set out in Section III.2 is based on the Acquisition Costs of the Object as agreed by the Seller and the Purchaser at the time the offer is made. If the Acquisition Costs increase (e.g. for assembling the Object), the Purchaser is obliged to compensate such increased costs incurred by the Seller.
  - 4.2 The Purchase Price (net) shall be deferred and shall be paid by the Purchaser on the dates and in the Installments stated in Section III.4.
  - 4.3 The Seller may revoke the deferral at any time for good cause, such deferral to take effect henceforth, and accelerate payment of the entire Purchase Price. Good cause is deemed to include, without limitation, the causes stated in Section V.13.
  - 4.4 Any statutory VAT that may be payable shall be refunded to the Seller in accordance with Section III.5.
  - 4.5 The Installments as well as the VAT shall be credited to the account designated by the Seller on the agreed date, without any deduction for remittance fees.
  - 4.6 Until the due date of the first regular Installment, the Purchaser shall pay an amount of 3,8644 % of the amounts on any amount paid by the Seller from time to time in connection with the Object on or before the last day of each month, such debiting to be made on a monthly basis in arrears (interim financing charge). The said percentage shall be adjusted in accordance with the change of the 3-month LIBOR for USD, it being agreed that the basis shall be the value from February 23rd (0,3115%), such adjustment to take place on January 1, April 1, July 1 and October 1 of each year (interest rate adjustment dates). Each change in the value of the basic interest rate shall be made such that the value of the 3-month LIBOR for USD published three banking days prior to the interest rate adjustment date shall become the new value of the basic interest rate, which shall apply as of the interest rate adjustment date. In case that on this date the 3-month USD-LIBOR is not published, the preceding day on which a rate is published shall apply. The interim financing charge shall be due on a monthly basis in arrears five days after invoiced by the Seller.
5. Adjustment of the Purchase Price/the Installments due to a change in the framework conditions
  - 5.1 Adjustment to the Money Market (Sliding Interest Clause):
    - 5.1.1. The Basic Interest Rate for the calculation of the regular Installments shall be the 3-month LIBOR for USD published on Reuters' "LIBOR01" page at 11:00 a.m. London time. If the LIBOR01 should cease to be published, a comparable money market rate for USD calculated by some other official authority or by a renowned reference bank shall be used as reference. The basic interest rate shall initially be the 3-month LIBOR for USD from February 23rd (0,3115%). The value of the basic interest rate shall change for the first time upon the commencement of the Agreement and subsequently on January 1, April 1, July 1 and October 1, of each year (interest rate adjustment dates). The change in the value of the basic interest rate shall be made in such a way that upon the commencement of the Agreement, and subsequently as of each interest rate adjustment date, the 3-month LIBOR for USD published three banking days prior to the interest rate adjustment date shall become the new value of the basic interest rate. In case that on this date the 3-month-LIBOR for USD is not published, the preceding day on which a rate is published shall apply. The change in the basic interest rate affects the amount of the regular Installment. The Seller shall calculate such change for every interest rate adjustment date and shall notify the Purchaser of the new amount of regular Installment to be paid. The change (adjustment) of the regular Installment shall take effect as of the relevant interest rate adjustment date, irrespective of when notification was given.
    - 5.1.2 If the Seller's funding cannot – for whatever reason – be obtained on the interbank market on the basis of the agreed basic interest rate (as stipulated in Section V.4.6 and Section V.5.1.1) (notwithstanding its publication on the Reuter's page), the applicable basic interest rate to be charged to the Purchaser shall be the interest rate effectively available to the Seller for the relevant funding period on the interbank market ("**LIBOR**"-interbankfundingrate").
  - 5.2 The Seller will also apply borrowings to refund its expenses. Under the refunding agreements, the party providing refunding is entitled to increase the applicable interest rates and other financing costs if the credit regulatory or monetary authorities take any measures affecting solvency, the credit volume and minimum reserves, etc. In such a case, the Seller is entitled to raise the calculatory interest rate. In the event that any measures of the monetary or credit regulatory authorities (in particular, the Austrian National Bank or the European Central Bank), any

change of the law or its interpretation by the courts or administrative authorities, or any other modification in the refunding conditions leads to an increase in the cost of refunding, the Seller shall have the right to change the interest rate adjustment dates and/or to adjust the Purchase Price accordingly.

5.3 This Agreement has been prepared in accordance with the legal provisions, the decisions of the supreme courts and the practice of the administrative authorities in force or prevailing at the time of its conclusion. In case of any modification of these bases of the Agreement and of such taxes that had an influence on the calculation of the Purchase Price and therefore the Installments or if new taxes are introduced that lead to an increase or decrease in the costs to be borne by the Seller and must therefore be taken into account in calculating the Purchase Price and therefore the Installments, the Seller shall adjust the Purchase Price and therefore the Installments accordingly. This clause shall apply both to direct and indirect effects on the calculation of the Purchase Price and therefore the Installments. For purposes hereof, indirect effects is deemed to also include circumstances affecting the Seller's refunding structure.

6. Default; Set-off:

6.1 If the Purchaser is in default with any payments, it shall pay default interest at the rate of 1% per month, capitalized on a monthly basis. The Purchaser shall pay all costs incurred by the Seller in asserting its rights in any way that is deemed necessary, expedient or useful for such purpose. In particular, the Purchaser shall pay a lump-sum charge of EUR 30.00 for every written reminder, and, furthermore, bear the costs of collection agencies and intervening parties incurred in connection with the recovery and/or attempted recovery of the Object, as well as all other costs of the collection of claims, be it in or out of court. Such costs shall be calculated in accordance with the usual and statutory charges of the intervening parties as applicable from time to time ("*Verordnung über die Höchstsätze der Inkassoinstituten gebührenden Vergütungen*") [Austrian Regulation concerning the maximum rates chargeable by collection agencies], Austrian Federal Law Gazette 1996/141, "*Rechtsanwaltstarifgesetz*" [Austrian Act on Lawyers' Fees], Federal Law Gazette 189/1969, etc.).

6.2 If the Purchaser is in default with payments, any payments made shall first be credited to any VAT due, and then used to pay extrajudicial costs (such as, for instance, collection charges, costs of experts), judicial costs (lawyers' fees, court fees, recovery charges), then default interest and, finally, outstanding Installments. If there is already an instrument for the enforcement of debt covering individual payment periods, the Seller is entitled, but not obligated, to apply incoming funds for other purposes of the Purchaser than to satisfy claims due for which an enforcement instrument exists even if the payment in question was expressly earmarked for a particular instrument, thus saving the Purchaser the necessity of paying legal costs in connection with actions on any new debt. If the application of these rules were to result in arrears that would entitle the Seller to rescind the Agreement in accordance with Section V.13. and if that result could be avoided by appropriating the payment to the oldest claim outstanding, the payment in question shall be appropriated to the oldest claim to the extent required to remove the conditions for early termination.

6.3 The Purchaser expressly waives its right to set off any claims it may have against the Seller's claim to payment of the Purchase Price or other claims under this Agreement, and also waives any right of retention under this Agreement. This waiver of the rights of set-off and retention shall not apply if the Seller becomes insolvent or if the Purchaser's claims are correct, of like nature, connected and awarded by a court or acknowledged by the Seller, specified and due.

7. Warranty and Liability:

7.1 The Object is sold to the Purchaser by the Seller in its condition upon acceptance on the basis "as is, where is". The Purchaser is fully aware of this condition. The Purchaser acknowledges that the Seller has not made and does not make any representations, warranties, or guarantees, neither express nor implied, with respect to the Object. The Seller excludes any warranty and any liability on its part with respect to the Object and its use, as well as with respect to direct and indirect loss or damage and consequential loss or damage suffered by the Purchaser or any third party, particularly with respect to airworthiness and the general condition of the Object, its suitability for the intended use or purpose, and for the occurrence of any specific tax effects intended by the Purchaser. The Purchaser agrees to this comprehensive exclusion and, furthermore, finally waives its right to assert any rights existing or arising on the basis of the statutory provisions.

7.2 Notwithstanding the foregoing, the Seller hereby assigns to the Purchaser (if applicable) any and all warranty claims and claims to performance and damages which the Seller may have against the manufacturer or the service and maintenance companies due to defects in the Object, except for defects in title. The Seller shall not be liable for the collectability of the assigned claims.

7.3 As far as Section V.7.2 is applicable, the Purchaser hereby accepts such assignment and undertakes to exercise the rights thereunder in relation to the above-mentioned parties in its own name and on its own responsibility. In case such rights cannot be asserted in its own name, the Purchaser shall assert such rights at its own expense, but in the Seller's name. Should the Purchaser claim a reduction of the purchase price or assert damage claims, it shall always demand that any payment be made into the Seller's account. The assertion of any right of rescission of contract, or any compromise or settlement is subject to the Seller's consent, which shall not be withheld if the satisfaction and settlement of the Seller's claims hereunder is guaranteed. The Purchaser shall notify the Seller without delay of any assertion of claims, and shall keep the Seller informed as to any developments. Upon termination hereof for any reason whatsoever, the Purchaser shall reassign to the Seller any and all rights assigned hereunder. In case of termination hereof, the reassignment of the said rights will be deemed to have

been effected without any further declarations of the Parties being required. Irrespective of the above, the Purchaser hereby irrevocably offers to the Seller to re-assign to the Seller any and all warranty claims and claims to performance and damages assigned to the Purchaser pursuant to Section V.7.2. The re-assignment of all (or of individual) warranty claims and claims to performance and damages shall take effect on the date on which the Seller's written declaration of acceptance is received at the business address of the Purchaser.

- 7.4 In the event of any dispute or litigation of the Purchaser with the above-mentioned persons (Section V.7.2.), the Purchaser shall not have the right to suspend, delay or reduce its payments, nor shall the Purchaser be released from any of its obligations hereunder.
- 7.5 The Purchaser shall indemnify and hold the Seller harmless from and against any and all claims of third parties, including the manufacturer, Vendor, beneficiaries of patents, or holders of other industrial or intellectual property rights, which may arise directly or indirectly against the Seller out of the ownership, acquisition, possession, use, operation, maintenance or otherwise in connection with the Object on whatever legal ground.
- 7.6 The Seller shall be liable only for damage caused willfully or by gross negligence. The Seller's liability for slight negligence is excluded. This limitation of liability is not valid in case of personal injuries. In any case the Seller's liability for any and all damages shall be limited to three times the annual regular Installment.
8. Use of the Object
- 8.1 The Purchaser shall use the Object in **commercial aviation**. The Purchaser agreed that for the term of this Agreement it shall keep the Object in its (indirect) possession and ensure at its own expense the maintenance, inspection, overhaul, and repair of the Object including engines by a company authorized by the aircraft manufacturer/engine manufacturer. In particular, this company shall be authorized in accordance with EASA Part 145. The Purchaser shall keep the Object including engines in good operating condition (as existing at the time of commencement of this Agreement), perform all maintenance work in due time taking into account the applicable technical instructions, the applicable national and international provisions (including EASA), regulations and conventions for the Object's maintenance and operation. The Purchaser shall observe any and all instructions and recommendations of the manufacturer and the standards complied with by prudent international air carriers operating aircrafts of the same type. The Purchaser shall maintain the Object in a condition as required for maintaining the airworthiness of the Object according to the requirements of the aviation authority and in compliance with all applicable legal provisions. The Purchaser shall furnish the Seller with a copy of the airworthiness certificate and certificates of replacement work, if any.
- 8.2 Power by the Hour Agreement.
- 8.2.1 Furthermore, the Purchaser shall upon acceptance of the Object by the Purchaser (Section V.2) at the latest enter into an engine maintenance agreement (standard: "Power-by-the-hour"; hereinafter "**PbH-A**") with the manufacturer or with an internationally recognized maintenance company or with an independent service provider (each hereinafter collectively called "**the Service Providers**").
- 8.2.2 The Service Provider shall be subject to the Seller's approval. The PbH-A shall remain in force and in effect during the term of this Agreement. The PbH-A shall include a written covenant of the Service Provider according to which (i) the Service Provider confirms that the PbH-A is entered into exclusively with respect to the engines of the Aircraft and shall not be affected by other contracts or agreements concluded or to be concluded between the Purchaser and the Service Provider (if any); (ii) the Seller shall be informed by the Service Provider in the event of breach of PbH-A by the Purchaser, and the Seller shall be given the opportunity to remedy the breach within a reasonable period, however such period amounting to at least 30 days, such that early termination by the Service Provider shall be possible only after the lapse of such cure-period; (iii) the Seller shall be informed in writing by the Service Provider in case the Purchaser does not renew the PbH-A in due time before expiry and the Seller shall be given the opportunity to renew the PbH-A in its own name at its own cost (or as the case may be to nominate a person to do so; in which case any and all benefits of the PbH-A shall be assigned free of charge to the Seller or its nominee); (iv) termination of the PbH-A by the Purchaser shall be subject to the Seller's written consent; and (v) the Seller shall be entitled to step into the PbH-A in lieu of the Purchaser in case of the Purchaser's breach of the PbH-A and/or this Agreement.
- 8.2.3 In the Event of Default pursuant to Section V.13., the Purchaser shall not be entitled to demand from the Service Provider re-payment of the payments made by the Purchaser under the PbH-A or performance of maintenance work on another aircraft than the Object. In any such case, the Purchaser shall comply with the Seller's instructions with respect to dispositions to be taken with respect to the PbH-A.
- 8.2.4 If the PbH-A is entered into by the Operator (Section V.11), the Purchaser is obligated to ensure and guarantees to the Seller that the Operator will grant corresponding rights (Section V.8.2.2. and Section V.8.2.3.) to the Seller free of charge.
- 8.2.5 If the Purchaser fails to enter into a PbH-A within the stipulated six months period, the Seller is entitled to conclude a PbH-A in its own name and on its own costs; in this case the Purchaser shall in lieu of the Seller fulfill any and all obligations under the PbH-A and shall bear any and all costs which are incurred by the Seller under the PbH-A.

- 8.3 The Purchaser shall, at its own expense and without being entitled to claim reimbursement, replace any component of the Object and of the engines (referred to as "**Components**" or "**Component**" in this paragraph) as well as the engines as such, to the extent that such Component or engine has been lost, stolen, attached, damaged, destroyed or has become useless for any other reason. Within the framework of regular maintenance, inspection, overhaul and repair, the Purchaser shall furthermore have the right to remove Components or engines, provided that it replaces such Components or engines without delay. All spare parts and spare engines shall be free from encumbrances or third-party rights. All spare parts and spare engines shall, at all events, be in compliance with the regulations of the aviation authority as well as of the manufacturer and the engine manufacturer and shall be certificated by the latter and shall, to the extent that a final and definite exchange of the respective Component or engine is intended in accordance with the terms of this Agreement, the operating state, fair market value and fitness for use of such Component or engine shall, on a permanent basis, be equal to that of the replaced Components or engines, provided that for such purposes it is understood and agreed between the Parties that the condition such replaced Components or engines are in from time to time is the condition required hereunder.
- 8.4 Unless otherwise specified in this Agreement, the Seller shall retain title to any and all Component and/or engine removed from the Object. As soon as a Component or engine has been replaced by a spare part / spare engine and installed in / on the Object, title in such spare part / spare engine shall be transferred to the Seller. Such spare part / spare engine shall be subject to this Agreement and the said item shall be considered a Component of the Object or engine for all purposes hereof to the same extent as the original Component or engine. The Parties agree that title in any spare part / spare engine temporarily installed in / on the Object during any maintenance or repair period shall not be transferred to the Seller.
- 8.5 The Purchaser shall at its own expense make any modifications to the Object demanded by the respective manufacturer's instructions or recommendations or any other national or international legal or technical provisions, rules, regulations, agreements or conventions concerning the keeping or the operation of aircraft or by the rules of the competent aviation authority for maintaining airworthiness. The Purchaser shall inform the Seller of any such modifications without delay.
- 8.6 Upon the written approval of the Seller, the Purchaser may, at its own expense and without being entitled to claim reimbursement from the Seller, implement or have implemented any other modifications of and changes to the Object which it deems useful for the operation of the Object, provided that such modifications and additions are implemented in conformity with the rules, regulations or agreements of the manufacturer and the engine manufacturer and with the applicable laws, customary practice, national and international regulations, agreements and conventions regulating the keeping and operation of aircraft and that in the opinion of the Seller they do not impair the value and the insurability of the Object. During the term of the Agreement or after its termination, the Seller is entitled to demand that the Object be restored to its original condition at the expense of the Purchaser.
- It is agreed at this time already that absolute title to any and parts incorporated into or mounted onto the Object or an engine in the course of such modification or change (Section V.8.5. and Section V.8.6.) shall pass to the Seller and shall be subject to the provisions of this Agreement.
- 8.7 The Purchaser undertakes to keep all records in English which have to be kept for or on the Object in accordance with the mandatory requirements of the manufacturer and/or the engine manufacturer and the aviation authority.
- 8.8 The Purchaser shall keep complete and current service records and log books of the Object and shall permit the Seller to inspect the service records and log books if the Seller so requests. In case of imminent danger the Sellers may inspect the service records and log books at any time, otherwise the Seller shall arrange an inspection date with the Purchaser.
- The Purchaser shall properly store all technical supporting material and documents on maintenance work and on the procurement of spare parts and replacement parts and shall submit such material and documents to the Seller on an annual basis. The Seller is entitled (but not obliged) to have the manufacturer or an expert to be appointed by the Seller check the technical condition of the Object and the completeness and correctness of the relevant aviation documents once a year giving written notice not later than 14 days in advance, and at any time without written notice upon good cause shown. For that purpose, the Purchaser shall keep the Object and all documents ready for inspection and enable the Seller or the Seller's agent to perform the checks.
- 8.9 The Purchaser shall observe and comply with any and all applicable national and international laws, regulations and conventions as well as customary practices regulating the operation of the Object.
- 8.10 The Purchaser furthermore agrees that it shall not operate or cause or allow the Object to be operated or permit it to be located in a territory or under conditions (i) not covered by the insurance regulated in this Agreement, or (ii) in which the Seller has prohibited operation.
- 8.11 All costs arising in connection with the operation, maintenance, ownership, and possession of the Object shall be borne exclusively by the Purchaser.
- 8.12 The Purchaser shall indemnify and hold the Seller and its shareholders harmless from and against any damage, loss or other financial disadvantage caused to it as a result of the ownership of the Object or in connection with the possession, operation, letting, subletting, condition, modification, maintenance or repair of the Object, any



Engine or Component or in connection with the production, acquisition, acceptance or rejection of the Object or on any other grounds, and the Purchaser assumes sole liability with respect to the aforesaid.

9. Insurance

9.1 Prior to delivery of the Object, the Purchaser shall, at its own expense, take out the liability insurance policies (including bodily injury and damage to property) which under the applicable laws and other regulations are mandatory with respect to the Object and its operation, and shall maintain such insurance policies for the entire term of this Agreement.

9.1.1 Such insurance shall cover any and all insurance obligations pursuant to applicable laws of the Country of Registry and pursuant to the Regulation (EC) No. 785/2004 of the European Parliament and the Council dated April 21, 2004 on insurance requirements for air carriers and aircraft operators as amended from time to time ("**Regulation EC No. 785/2004**"), such as

- insurance for the benefit of persons and goods not transported in the Aircraft;
- complete passenger insurance;
- liability insurance for cargo and passengers' baggage;
- liability insurance for any cost of investigation.

9.1.2 The insurance chosen shall correspond in terms of coverage and amount insured to the insurance usually taken out in conformity with common standards by air carriers with business operations similar to that of the Purchaser owning and using similar aircraft and engines. It must cover the risks normally insured by such air carriers.

9.1.3 The sum covered by the liability insurance shall be at least equal to the amounts specified in Regulation EC No. 785/2004 plus a surcharge of 20%.

9.1.4 The insurance shall be taken out with a reputed insurance company of sufficient scale and credit rating which is reasonably acceptable to Seller.

9.2 The insurance policies taken out in accordance with Section V.9.1 above including any replacement and follow-up policies must exclude any right of set-off and must permit direct access to full benefits to the respective beneficiary without the insurer being in a position to demand crediting of insurance benefits which are based on other insurance taken out by the Seller or by the Purchaser. Said insurance policies shall name the Seller or upon instruction its successor(s) as an additional insured.

9.3 The Purchaser shall maintain at its own expense for the entire term of this Agreement a hull all-risk insurance for the Object as well as war risk hull insurance (including the risks of hijacking, attachment and condemnation); the insurances shall be taken out with a reputed insurance company of sufficient scale and credit rating accepted by the Seller. The sums insured shall cover not less than 110% of the Acquisition Costs of the Object, irrespective of the portion of insured loss to be borne by the Purchaser. The deductible shall not exceed the amount of USD 20,000.00. The insurance cover of such insurance policies must be in accordance with the insurance usually taken out in conformity with common standards by air carriers with similar business operations as the Purchaser for the subject-matter aircraft type.

9.4 To the extent that any engines and Components (e.g., in case of removal/dismantling), as well as air frame and Components are not covered by the insurance policies according to Section V.9.3 above, the Purchaser shall keep the said engines and Components, air frame and Components insured within the framework of the insurance cover customary in its flight operations with the sums insured being no less than 110% of the full replacement value.

9.5 Any and all insurance policies taken out for the Object according to Sections V.9.3 and V.9.4 above, including replacement and follow-up policies, shall include a loss payee clause for the exclusive benefit of the Seller in case the insured event occurs. In case of damage to the Object which can be repaired, the Seller will give its consent to the insurer – provided that the Purchaser shall have complied with all of its obligations under this Agreement up to that point – that the benefits to be paid be transferred directly to the company carrying out the repairs for the purpose of paying for the repairs.

Notwithstanding the above, the Purchaser is obligated to assign all present and future claims to insurance benefits to the Seller upon the Seller's first request and to inform the insurer without delay that such assignment has taken place.

Any and all costs and duties arising in connection with the implementation and performance of the obligations as set out in this Section V.9.5. shall be borne by the Purchaser.

9.6 The insurance policies taken out in accordance with Sections V.9.1 to V.9.4 above including any replacement and follow-up policies

- a) shall provide that insurance cover cannot cease to exist on the basis of any act or omission (including any infringement of the terms and conditions of the policy) on the part of the Purchaser or any other person;
- b) shall provide that in case of termination of any such policy for any reason whatsoever (including termination by the insurer on account of nonpayment of the premium), and in case of any change of coverage (to the extent that such a change affects the Seller's interest upon reasonable assessment of the circumstances) such termination or change does not become effective in relation to the Seller before the end of a 30-day-period after the Seller has been notified of such termination or change by the insurer. In case of war risks this period shall be reduced to 7 days or to the periods customary on the international insurance market;
- c) shall provide that any assignees of the Seller shall be beneficiaries of such policies, with the Seller being obligated to inform the insurer of any assignment;
- d) shall provide that the insurer shall promptly inform the Seller in writing of any default in payment of premiums and of any other acts or omissions of the Purchaser of which the insurer has knowledge and which might render the insurance entirely or partially ineffective or unenforceable or might lead to its modification;
- e) shall give the Seller the right to make payment of the premiums instead of the Purchaser for as long as the Seller deems this necessary;
- f) shall contain a compensation clause in the form of AVN 103 with respect to the hull all-risk insurance and war risk hull insurance;
- g) shall mandatory contain a waiver of recourse of the insurer against the Seller.
- 9.7 The Purchaser shall deliver to the Seller at least 5 days prior to delivery of Object a complete insurance policy in conformity with AVN 67 B, as well as a letter of undertaking issued by a broker in accordance with **Annex 4**. Any insurance taken out, whether by the Purchaser itself or by the lessee/operator, shall be approved by the Seller beforehand. For the avoidance of doubt the Seller's approval does not release the Purchaser from its obligation to ensure that the insurances meet the requirements as set out in this Section V.9.
- 9.8 The Purchaser is responsible for ensuring that the insurance company or an insurance broker confirm to the Seller in writing that the above agreements are being adhered to and that the contractually agreed insurance contracts are customary in business, in a form as usual on the aviation insurance market, at least once a year and upon every renewal or change of an existing insurance contract or the entering into a new insurance contract.
- 9.9 The Purchaser shall furnish proof to the Seller that complete and uninterrupted insurance coverage exists from the time of delivery. Thereafter, the Purchaser is obligated to furnish proof of adequate insurance cover once a year. If the Purchaser fails to comply with the said obligations or the insurance policies are not maintained during the term of this Agreement for any reason whatsoever, the Seller is entitled to take out such insurance policies at the Purchaser's expense. During the entire term of this Agreement, the Seller is entitled to check the insurance policies taken out by the Purchaser and, in the event of the insurance cover not being in conformity with this Agreement, to request that the Purchaser increase, extend and/or change the insurance policies. If the Purchaser fails to comply with that obligation within a period of 7 days, the Seller is entitled to enter into the corresponding insurance contracts at the Purchaser's expense or to terminate this Agreement with immediate effect.
- 9.10 In case of subletting/entering into an operator agreement ("*Halterschaftsvertrag*") the Purchaser shall ensure and guarantee that any and all obligations under this Section V.9. shall be adhered to by the lessee/operator and the insurance contracts required under this Agreement will be entered into and maintained by the third person. The Seller's right to claim insurance benefits, if any, under such insurance contracts shall be secured in a way which is satisfactory to the Seller both in terms of content and form.
10. Dispositions regarding the Object:
- 10.1 The Purchaser shall conspicuously mark the Object as constituting the property of the Seller, and register it as such in its records. Both the Aircraft and the engines shall be physically marked as constituting the property of the Seller. Such marking shall be made of durable material and shall be attached in a conspicuous place in the cockpit of the Object as well as on the engine and shall be left in such places until the Purchaser has complied with all of its obligations hereunder. Such marking shall have the following wording in English: "*This aircraft / engine is owned by RAN ELF Raiffeisen Anlagenvermietung GmbH, Vienna, Austria*".
- 10.2 The Object shall not be sold, pledged or encumbered with third-party rights or otherwise disposed of; in particular, the Object shall not be sublet (except in case of Section V.11). The Purchaser shall keep the Object free from attachment by third parties and shall inform the Seller without delay and in writing of any claims for and rights in the Object asserted by third parties, including enforcement measures, or of the institution of insolvency proceedings. In case of any judicial, administrative or other orders or measures that hinder the agreed use of the Object, the Seller shall nevertheless remain entitled to continued payment of the Purchase Price/Installments.

- 10.3 Chartering or any other form of permitting the use of the Object to any third party is subject to the prior written consent of the Seller. Permitting the use of the Object on a time, mileage or trip basis shall be exempt from this provision if the Object is within the sphere of influence or under the control of the Purchaser during such time. In any such case, the status of operator of the Purchaser / of the Operator shall remain in force and effect unchanged. The Purchaser's liability shall remain in full force and effect even if it permits the use of the Object to a third party in accordance with this Agreement.
11. Operator:
- 11.1 The Purchaser permits the Operator to use the Object upon conclusion of an operator agreement (so called "Halterschaftsvertrag"; the "Operator Agreement"). The Purchaser shall ensure that in the Operator Agreement the obligations and duties of the Purchaser incumbent on the Purchaser under this Agreement in connection with the keeping, the use and the operation of the Object, in particular Section V.8.9, are imposed on the Operator as well. The Purchaser warrants that the Operator Agreement does not contain provisions that could have an adverse effect on the Purchaser's ability to comply with its obligations under this Agreement or the Seller's position as the legal owner of the Object. The Purchaser shall indemnify and hold the Seller harmless from and against any and all third-party claims raised against the Seller in connection with the use of the Object.
- The imposition of these obligations and duties as well as the Object's operation by the Operator shall be proven to the Seller in writing upon conclusion of this Agreement. The Purchaser shall provide upon conclusion of this Agreement (i) a copy of the Operator Agreement and (ii) the Tri-Partite-Agreement in accordance with Annex 5, both duly signed by the Purchaser and the Operator. The Purchaser's liability towards the Seller under this Agreement shall remain in force and effect unchanged even in case of permitting the use of the Object to the Operator in conformity with this Agreement.**
- 11.2 Termination of the Operator Agreement by the Purchaser shall be subject to the Seller's consent in writing, which shall not be withheld unless on important grounds. In case of termination of the Operator Agreement on whatever ground the Seller shall be entitled to rescind this Agreement according to Section V.13 unless a (new) operator agreement is entered into with another authorized company with the written consent of the Seller immediately upon termination of the Operator Agreement. The Seller is entitled to withhold its consent on important grounds. In any case, the Purchaser shall ensure that the new operator assumes and complies with any and all obligations and duties agreed upon in the Operator Agreement with the Operator. The entry into a new operator agreement is subject to the prior written consent of the Seller.
- 11.3 The Purchaser assumes liability that the Operator or the authorized new operator appointed with the Seller's consent holds all legal and official permits and/or licenses for the use of the Object, in particular those set out in EC Council Regulation No. 216/2008 of February 20, 2008 and EC Council Regulation No. 1008/2008 of September 24, 2008. In accordance with the applicable provisions of the Aviation Act, the operator of the Object under aviation law (including any and all technical and operative regulations) shall be the Operator or the authorized new operator appointed with the Seller's consent.
12. Bearing the Risk:  
**Upon acceptance of the Object according to Annex 3, the Purchaser shall bear the risk of destruction, loss or damage of the Object or of any operating troubles or breakdowns.** Consequently, neither periods required for maintenance, care or repairs of the Object, nor any other disturbances, no matter how they are caused, shall free the Purchaser from its obligation to pay the Purchase Price/Installments.
13. Cancellation/Early Termination/Event of Default:
- 13.1 The Seller is entitled to cancel/terminate this Agreement with written notice upon occurrence of an Event of Default (Section V.13.2) at any time and with immediate effect after having given a reminder to the Purchaser giving the Purchaser a grace period of seven days (unless otherwise stated as in Section V.13.2) as set out below to remedy the Event of Default if capable of being remedied. Any such notice / reminder shall be deemed to have been effected upon three days after having been sent by the Seller to the Purchaser's business address as set out above or as stated in the companies' register irrespective of actual receipt of such notice/reminder by the Purchaser.
- 13.2 An Event of Default is deemed to include in particular
- a) if the Purchaser is entirely or partially in default with its payment obligations hereunder and such default is not remedied within seven days;
  - b) if the Purchaser violates material contractual provisions, in particular Section V.8., Section V.9. and Section V.10. and such violation is not remedied within seven days;
  - c) if the Purchaser or the Operator violates obligations under Section V.11., in particular if the Purchaser or the Operator does not hold an operating license according to the EC Council Regulation No. 216/2008 of February 20, 2008 and EC Council Regulation No. 1008/2008 of September 24, 2008, or if using the Object for the purpose agreed upon is not in accordance with the applicable law or has been prohibited by the aviation authority, or if any other certification, license, exceptional permit, or registration required for compliance with the obligations hereunder is not present, and it has not been possible to replace it within a grace period of 30 days.
  - d) if the economic situation of the Purchaser or of any of the guarantors, corporate bodies, officers or the personally liable partners materially deteriorates, in particular if execution is levied and this leads to the

- creation of a lien, in case of a moratorium, notice of suspension of payments, dismissal of the petition in insolvency due to a lack of sufficient assets to cover the cost of the proceedings, or in case of liquidation;
- e) if the Purchaser or any of the guarantors dies or becomes (partially) incapable to act, unless equivalent collateral is supplied within 14 days;
- f) discontinuance of the business, reduction or modification of corporate objects;
- g) change of address of the registered office or residence of the Purchaser or of any of the guarantors to a country other than mentioned in this Agreement or the guarantee;
- h) change of ownership or property structure (as, for instance, as a result of reorganization measures) of the Purchaser or of any of the guarantors that result in a diminution of the credit standing of these persons;
- i) destruction, loss, irremediable damage, or operating troubles or breakdowns of the Object.

13.3 In case of an Event of Default, the Seller is furthermore entitled to request

- that the Object be promptly surrendered to the Seller or to a third party to be named by the Seller, or
- that use of the Object be stopped without delay and the certificate of entry into the aircraft register ("Eintragungsschein") be promptly handed over to the Seller.

until the Purchaser has fully complied with the Agreement. Any costs arising thereby shall be refunded by the Purchaser. The existence of the Agreement and the rights and obligations of the Parties hereto shall not be affected thereby.

14. Damages in Case of Cancellation/Early Termination

14.1 In case of unjustified rescission of the Agreement according to Section V.2, cancellation/early termination according to Sections V.13, or in the course of insolvency proceedings, the Seller shall have an immediately enforceable claim against the Purchaser – even if the latter is in no way responsible for any of the above-mentioned events – in the amount of all outstanding payments hereunder plus a lump-sum handling charge of 2% of the Acquisition Cost of the Object, plus the statutory VAT.

14.2 In case of the justified rescission of the Agreement in accordance with Section V.2, the Purchaser shall reimburse the Seller for any and all past, present and future expenses and costs incurred in connection with the acquisition of the Object and in view of the performance of the Agreement, plus a lump-sum compensation of EUR 725.00 plus VAT for the extra administrative work caused to the Seller.

14.3 The Seller shall credit the net proceeds from any other sales/remarketing of the Object, less the costs incurred by it in connection with such further sales/remarketing (including any and all costs of repair and maintenance carried out prior to further sales/remarketing), to the amounts payable by the Purchaser. If the Object cannot be sold/remarketed within an appropriate time period, the Purchaser shall bear any and all costs in connection with the Object's disposal (if any). Additional claims in connection with the cancellation/early termination of the Agreement or the rescission thereof can be enforced by the Seller if the cancellation/early termination or the rescission were caused by the Purchaser's fault.

15. Return of the Object:

15.1 If the Agreement ends otherwise than due to the full satisfaction of all payment obligations incumbent on the Purchaser, the Purchaser shall no longer be entitled to use the Object. The Purchaser shall, at the option of the Seller but at the Purchaser's expense and risk, promptly (i) return the Object to an airport designated by the Seller or (ii) keep it ready for collection – in either case the Object shall be free from any third-party rights, clean and in an airworthy condition or (iii) dispose of it itself. Any coatings, company logos, etc., of the Purchaser shall be removed from the Object if the Seller so requests. If the Purchaser is obligated to keep the Object ready for collection, the Purchaser is obligated to insure, store, and perform maintenance on, the Object for a period not exceeding 6 months, without being entitled to claim reimbursement from the Seller.

Upon termination of the Agreement, the Seller is entitled to collect the Object personally or through an agent, and to enter the Purchaser's premises or the hangar in which the Object is located for the purpose of such collection. If the Purchaser is not itself the owner of the relevant piece of land or building, it shall enter into a written agreement with the owner regarding this right of collection, and shall indemnify the Seller from and against any loss or claim arising with regard thereto.

In case the Object is hooked-up to, or connected or combined with, other objects owned by the Purchaser, the Seller and the person authorized to collect the Object for the Seller are entitled to separate the objects in question

The costs of collection, return transport and storage/purchase pricing of a hangar shall be borne by the Purchaser. The Parties agree that collection of the Object will not be deemed a disturbance of the Purchaser's quiet enjoyment of possession. Up to the return of the Object or to the time of its being made ready for collection, the Seller shall have the right to claim a utilization charge, in the amount of the most recently paid Installment, for every month or part thereof, independent of whether the Object is actually used or not.

15.2 In connection with the return of the Object, the Purchaser shall upon the Seller's request and at its own expense take any measures required to assist the Seller in canceling the entry of the Object in the aircraft register or any other registration of the Object.

- 15.3 The Object shall be returned in an airworthy condition. The airworthiness of the Object must be confirmed by the competent aviation authority, upon the Seller's request by a Certificate of Airworthiness or – if applicable – a Certificate of Airworthiness for Export. The costs thereof as well as any costs arising out of an expert's appraisal (if any) shall be borne by the Purchaser.
- 15.4 The Purchaser shall deliver to the Seller the Object including any and all equipment, components and systems. The Object including any and all equipment, components and systems shall be at least in a condition as of signing the Acceptance Letter (**Annex 3**) taking into account normal tear and wear. If, for any reason whatsoever, the Object is subject to extraordinary wear and tear or decrease in value during the term of the Agreement that the fair market value of the Object at the end of the Agreement is less than the cash value of the Installments yet to be paid, the Purchaser shall compensate the Seller accordingly within 8 days of being requested to do so. Further claims for damages of the Seller shall not be affected thereby
- 15.5 The Purchaser shall deliver to the Seller all records, manuals and object-related supporting material, documents and data recordings of the Object as requested to be held and kept by an operator, in particular all records, manuals etc to be held and kept due to applicable laws.
- 15.6 The Purchaser shall ensure that the period between the last maintenance of the Object or engine overhaul, as the case may be, and the return of the Object does not exceed half of the time/operating hours permitted between two maintenance services performed on the Object or two engine overhauls, respectively, in accordance with the operating instructions of the aircraft and/or engine manufacturer and the legal provisions. If the Purchaser fails to comply with that obligation, the Purchaser shall reimburse the Seller for any and all costs and disadvantages incurred by the Seller from maintenance of the Object or engine overhaul not performed within due time and from any maintenance of the Object or engine overhaul to be performed.
- 15.7 Subject to the condition precedent that the Object is returned, the Purchaser herewith assigns to the Seller free of charge any and all warranty claims under maintenance, repair and servicing agreements, and the Seller accepts such assignment.
16. Purchaser's Duty to Give Information:
- 16.1 During the entire term of this Agreement, the Purchaser undertakes to
- a) promptly notify the Seller of loss of the Object and of all major repair work (the costs of which exceed EUR 100.000,- in any given case) in respect of the Object (including engines, etc.) and of any substantial damage;
  - b) promptly notify the Seller of all circumstances that might substantially jeopardize the proper compliance with the Purchaser's obligations hereunder;
  - c) deliver to the Seller the reports on the implementation of the prescribed maintenance and the number of flying hours;
  - d) promptly deliver to the Seller the Annual Airworthiness Report.
- 16.2 Every year, within a period not exceeding nine months after the balance sheet cut-off date, the Purchaser shall submit to the Seller, on its own initiative, the annual financial statements (balance sheet, profit and loss account plus Notes) and the report of the management concerning the preceding fiscal year. The Seller is entitled to examine the Purchaser's economic position at any time; in particular, the Purchaser is obligated to permit the Seller, upon request, to inspect its books.
- 16.3 The Purchaser shall promptly inform the Seller in writing of any change of its name or of the address of its registered office and/or residence. Until the Seller has received such information, all notices and declarations on the part of the Seller will be legally effective if sent to the address on record most recently given by the Purchaser. In case of a violation of the duty to give information, the Purchaser waives its right to plead the statute of limitation insofar as the belated enforcement of any right is due to this violation of the Agreement.
17. Data Protection:
- 17.1 The Purchaser expressly agrees that any and all data that become known in connection with the business relationship in general and this Agreement in particular may be collected and processed by the Seller with the help of a data processing system. The Purchaser expressly authorizes and empowers the Seller to obtain information about the Purchaser, especially with regard to its financial position, from third parties (such as, for instance, banks or associations for the protection of creditors) and to process data so obtained with the help of computers. Upon a request of the Seller, the Purchaser shall at any time release third parties, including bankers, from their professional or other secrecy obligations.
- 17.2 The Purchaser expressly agrees that all data (including balance-sheet data) concerning the Purchaser or a group member of the Purchaser that are necessary or useful for the purposes cited below are conveyed to
- insurance companies, insofar as this is necessary for the insurance of the Object;
  - First Leasing Service Center GmbH (FN 296831 t) as well as Raiffeisen-Leasing GmbH (FN 55858 w) for execution, administration and management of this Agreement.

- potential venture partners and partners in liability (such as, for instance, intervening third parties, sureties, guarantors or pledgors), in order to assess the risk and comply with duty to give information;
- parties providing refunding, for the assessment of the collateral furnished to them;
- associations for the protection of creditors, for the purpose of storing, compiling and transmitting data required for the safeguarding of creditors' interests; and
- Raiffeisen Zentralbank AG, Raiffeisen Bank International AG, the Raiffeisen banks on state level (*Raiffeisenlandesbanken*), each Raiffeisen bank, each Raiffeisenkasse, as well as within the Raiffeisen- group, for the purpose of preparing and extending business deals and of risk assessment.

18. Costs, Fees, Duties, Taxes and Charges:

18.1 All costs, fees, duties, taxes and charges, including without limitation stamp duties, arising in connection with the conclusion, modification and performance of this Agreement and/or the Seller's acquisition of the Object shall be borne by the Purchaser. The costs are also deemed to include the costs of transport (including transport insurance), costs, taxes and charges incurred in connection with export, transit and import, customs clearance, assembly of the Object and, if required, an appraiser's expert opinion insofar as these costs are not reflected in the acquisition cost, as well as the costs of insurance and of the expedient warding off of claims that are raised with regard to the Object, such as, for instance, requests for the discontinuance of judicial execution proceedings and the institution of separation proceedings, as well as all expenses of the translation of documents in connection with the preparation, administration, winding-up and termination of the Agreement, and with the business deal in general.

18.2 All payments made by the Purchaser to the Seller shall be made together with the statutory VAT.

18.3 The Purchaser shall bear the costs, duties, fees and charges of certification and registration of the Object without prejudice to the remaining provisions concerning costs contained in this Agreement.

19. Retention of title, passing of title

The Object shall remain the property of the Seller until the full satisfaction by the Purchaser of all its obligations vis-à-vis the Seller under the Agreement and due to their business relationship. Upon the satisfaction of all such obligations, the title to the Object shall pass to the Purchaser without further action of the Seller being necessary. Subsequently the Seller shall promptly issue a Bill of Sale (in an internationally standardized form) in favour of the Purchaser.

20. Miscellaneous:

20.1 If there is more than one Purchaser, such Purchasers shall be jointly and severally liable for all obligations under this Agreement.

20.2 The Purchaser shall have no right to assign rights hereunder to third parties.

20.3 The Seller is entitled to assign its rights and obligations hereunder in general and its financial claims in particular to third parties, including without limitation refinancing institutions.

20.4 Modifications of and amendments to this Agreement, as well as side agreements, shall require the same form as that chosen for the conclusion of the Agreement. If the Agreement was concluded orally on the basis of a written agreement to enter into a contract, oral modifications, amendments and side agreements shall also require a written agreement to enter into a contract in order to be valid. The same shall apply to any waiver of the agreed written form.

20.5 If any provision of this Agreement shall be or become ineffective in full or in part, the remaining provisions shall remain unaffected. Invalid provisions shall be deemed replaced by such valid provisions which, taking into consideration the purpose and intent of this Agreement, have, to the extent legally possible, the same economic effect as the invalid provision. The preceding rule shall apply, mutatis mutandis, to any omissions in this Agreement.

20.6 The place of performance shall be Vienna, Austria.

20.7 The following Annexes form an integral part of this Agreement:

- |                |                           |
|----------------|---------------------------|
| <b>Annex 1</b> | List of Equipment         |
| <b>Annex 2</b> | Certificate of Acceptance |
| <b>Annex 3</b> | Acceptance Letter         |
| <b>Annex 4</b> | Letter of Undertaking     |
| <b>Annex 5</b> | Tripartite Agreement      |

List of Equipment



Certificate of Acceptance





## Acceptance Letter

In accordance with the provisions of Section V.2 of the Agreement of \_\_\_\_\_ the Purchaser herewith confirms to the Seller that to the best of its knowledge the Aircraft \_\_\_\_\_, serial No. \_\_\_\_\_, identification marking: OE-\_\_\_\_\_ including the engines model \_\_\_\_\_, MSN \_\_\_\_\_

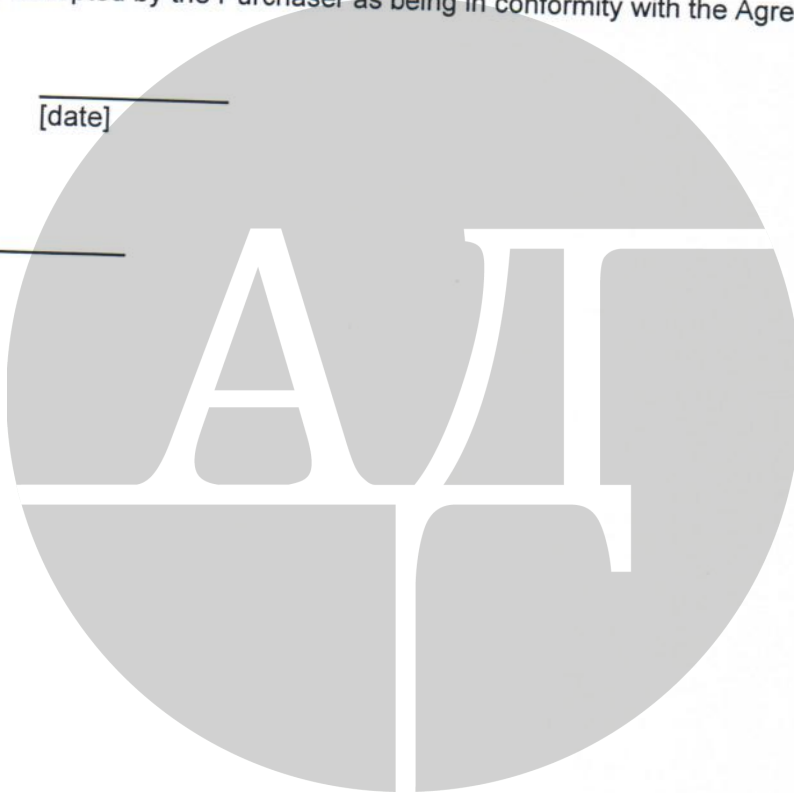
- (a) fully meets the requirements and is in conformity with the terms and conditions of the above-mentioned Agreement concerning Movables, and
- (b) meets the requirements of the aviation law of the Republic of Austria

and that it is hereby accepted by the Purchaser as being in conformity with the Agreement.

\_\_\_\_\_  
[Place]

\_\_\_\_\_  
[date]

\_\_\_\_\_  
Purchaser



## Letter of Undertaking

At the request of ..... we enclose a Certificate dated ..... (the "Certificate") evidencing the Insurances arranged in respect of the above mentioned Equipment.

We confirm that as further requested by the Insured and in consideration of your approving our acting as Insurance brokers of the Insured in connection with the Insurances referred to in this letter, we undertake:

- 1) promptly to advise you in writing:
  - a) if any Insurer gives notice to cancel or materially change any part of the Insurances evidenced by the Certificate
  - b) if any premiums are not paid to us in accordance with Insurers requirements
  - c) in the event of non-renewal of any part of such Insurances through our intermediary; and
  - d) if we cease to be Insurance brokers of the Insured;
  - e) of any fact or circumstance of which we may at any time learn which might invalidate or render unenforceable in whole or in part any such Insurances
- 2) To give you 7 days notice in the event that renewal instructions are not received.
- 3) To pay Insurance proceeds in accordance with the terms of the Certificate.

Our above undertakings are given subject to:

- a) our lien, if any, on the policies referred to above for premium due under such policies in respect of the Equipment
- b) claims being collected through ourselves as Insurance brokers to the extent of our interest as evidenced by the Certificate
- c) our continuing appointment as Insurance brokers of the Insured.

## Tripartite Agreement

