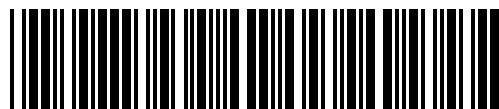




Registration of a Charge

Company Name: **NHV HELICOPTERS LTD**

Company Number: **09900216**



XC1QR161

Received for filing in Electronic Format on the: **18/04/2023**

Details of Charge

Date of creation: **13/04/2023**

Charge code: **0990 0216 0010**

Persons entitled: **MACQUARIE ROTORCRAFT LEASING HOLDINGS LIMITED**

Brief description:

Contains fixed charge(s).

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **WATSON FARLEY & WILLIAMS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9900216

Charge code: 0990 0216 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th April 2023 and created by NHV HELICOPTERS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th April 2023 .

Given at Companies House, Cardiff on 21st April 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

EXECUTION VERSION

NHV HELICOPTERS LTD

as Assignor

and

MACQUARIE ROTORCRAFT LEASING HOLDINGS LIMITED

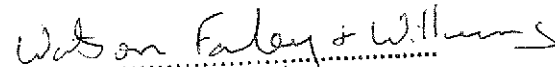
as Assignee

ASSIGNMENT OF INSURANCE

**in respect of one (1) AgustaWestland AW169 Aircraft
with manufacturer's serial number 69064 and United Kingdom registration mark G-SASX**

Dated April 13, 2023

We hereby certify this document to be a true copy
of the original save for material redacted in
accordance with s859G of the Companies Act 2006


.....
Watson Farley & Williams LLP
15 Appold Street, London EC2A 2HB
United Kingdom

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ASSIGNMENT OF INSURANCES (THIS "ASSIGNMENT") IS MADE BY WAY OF DEED ON April 13, 2023

BETWEEN:

- (1) **NHV HELICOPTERS LTD**, a company incorporated under the Laws of England and Wales and having its registered office at Klyne Business Aviation Centre, Buck Courtney Crescent, NR6 6JT Norwich, Norfolk, United Kingdom (the "Assignor"); and
- (2) **MACQUARIE ROTORCRAFT LEASING HOLDINGS LIMITED**, a company incorporated under the laws of England and Wales with its registered office at Ropemaker Place, 28 Ropemaker Street, London EC2Y 9HD United Kingdom (the "Assignee").

Recitals:

- (A) Under the terms of a Head Lease (as such terms is defined below) in respect of the Helicopter (as defined below) between Assignee, as lessor and NHV INVEST BV, as lessee (the "Lessee"), the Assignee has agreed to lease the Helicopter to the Lessee and the Lessee has agreed to take on the lease of the Helicopter.
- (B) Under the terms of a Sublease (as such term is defined below) in respect of the Helicopter (as defined below) between the Lessee, as sub-lessor and the Assignor, as sub-lessee, Lessee agreed to sublease the Helicopter to the Assignor and the Assignor has agreed to take on the sublease of the Helicopter.
- (C) It is a condition of the Head Lease that the Assignor enters into this Assignment as security for, inter alia, the Lessee's obligations under the Head Lease and other Relevant Documents.

It is agreed

1. DEFINITIONS AND INTERPRETATION

- 1.1. In this Assignment words and expressions defined in the Head Lease shall (unless otherwise defined herein or the context requires otherwise) have the same meaning herein and the following words and expressions shall (unless the context requires otherwise) have the following meanings:

"Assigned Property" means all of the Assignor's rights, remedies, title, benefits and interest whatsoever present and future in, under, to and in connection with (i) the Insurances and (ii) the Requisition Compensation and any moneys (including insurance proceeds) payable to or on account of the Assignor and all other rights and benefits whatsoever thereby accruing to the Assignor.

"Compulsory Acquisition" means requisition of title or other compulsory acquisition, requisition, appropriation, expropriation, deprivation, confiscation or seizure for any reason of the Helicopter by any government entity or other competent authority, whether de jure or de facto but excluding requisition for use or hire not involving requisition of title.

"Head Lease" means the Aircraft Lease Agreement dated on or around the date hereof between the Assignee, as lessor, and Lessee, as lessee, as amended, varied,

supplemented, restated, substituted and novated from time to time, in relation to the lease of the Helicopter.

"Helicopter" means the AgustaWestland AW169 Aircraft with manufacturer's serial number 69064 and United Kingdom registration mark G-SASX, and includes the Airframe, the Engines, the Major Components, all Parts whether or not installed thereon, and the Aircraft Records.

"Insurances" means the right, title and interest in and to the benefits of the insurance proceeds from any and all policies and contracts of insurance and reinsurance (other than third party liability insurance) from time to time taken out or maintained in respect of, or in relation to, the Helicopter in accordance with the Sublease.

"Insurance Broker" means Willis Towers Watson or any other entity acting as broker in respect of the Insurances for the Assignor from time to time in accordance with the Sublease.

"Relevant Documents" shall have the meaning given to such term in the Head Lease.

"Requisition Compensation" means all moneys or other compensation from time to time payable in respect of the Compulsory Acquisition of the Helicopter.

"Secured Obligations" means all obligations and liabilities (whether actual or contingent, whether now existing or hereafter arising, whether or not for the payment of money and including, without limitation, all moneys, debts, liabilities and all obligations and liabilities to pay damages) which are now or which may at any time and from time to time hereafter be or become due (for performance or payment), owing, payable or incurred or be expressed to be due, owing, payable or incurred from or by the Lessee to the Assignee under or in connection with the Head Lease and any other Relevant Document to which it is a party whether by way of novation or otherwise except for any obligation or liability which, if it were included, would cause that obligation or liability or any of the security in respect thereof, to be unlawful, prohibited or invalid by or under any applicable law.

"Sublease" means the Helicopter Operating Sublease Agreement dated April 13, 2023, between the Lessee, as sublessor and the Assignor, as sublessee, as assigned, amended and restated from time to time, related to the Helicopter.

- 1.2. Clause headings and the table of contents are inserted for convenience of reference only and shall be ignored in the interpretation of this Assignment.
- 1.3. In this Assignment, unless the context otherwise requires:
 - (a) references to this Assignment include the Schedule and the Recitals;
 - (b) references to Clauses and the Schedule are to be construed as references to the clauses and the schedule to this Assignment;
 - (c) references to any person shall be construed so as to include any individual, firm, company, corporation, government, state, agency of a state, association or partnership and shall include that person's assignees, transferees or successors in title;

- (d) references to the Assignor, Assignee or Lessee includes any or more of its assigns, transferees and successors in title (in the case of the Assignor, so far as any such assigns, transferees or successors is permitted);
- (e) references to (or to any specified provisions of) this Assignment or to any other document or agreement are to be construed as references to this Assignment or such other document or agreement as in force for the time being and as amended, varied, supplemented, substituted or novated from time to time;
- (f) references to the singular shall include the plural and vice versa;
- (g) the words "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of the foregoing words;
- (h) the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words where a wider construction is possible; and
- (i) clause and other headings are for ease of reference only and shall not affect the construction of this Assignment.

2. ASSIGNMENT

- 2.1. The Assignor, with full title guarantee, as continuing security for the performance and payment in full of the Secured Obligations, hereby assigns absolutely and unconditionally to the Assignee all of its right, title and interest, present and future, in and to the Assigned Property. The Assignee shall not incur any liabilities whatsoever in respect of the Insurances by virtue of this Assignment. The Assignor remains liable to perform all the obligations assumed by it under or in connection with the Insurances.
- 2.2. Upon the Secured Obligations being unconditionally and irrevocably performed, paid and discharged in full, the Assignee shall promptly at the request and cost of the Assignor, procure the reassignment to the Assignee, without recourse or warranty, such right, title, benefit and interest in the Assigned Property as was assigned to the Assignee to the Assignor.
- 2.3. The Assignor undertakes to give prompt notice of this Assignment forthwith to the Insurance Broker in the form set out in Schedule 1 and to use commercially reasonable endeavours to (i) ensure that the Insurance Broker delivers such notice to the insurers and (ii) procure that the Insurance Broker acknowledges receipt of such notice in accordance with its internal procedures.
- 2.4. The Assignor shall procure that the moneys hereby assigned or agreed to be assigned or arising from or in connection with any of the Assigned Property shall be paid to such account as the Assignee shall in writing direct from time to time and, subject to Clause 6 hereof, all such moneys shall be applied by the Assignee in accordance with the terms of the Head Lease.

3. COVENANTS BY THE ASSIGNOR

- 3.1. The Assignor hereby covenants with the Assignee that, until the Secured Obligations have been irrevocably and unconditionally paid or discharged in full, the Assignor shall:

- (a) not sell, assign, mortgage, charge or otherwise encumber, dispose of or deal with or grant or permit third party rights or other Liens (as defined in the Head Lease) to arise over or against the Assigned Property or any part thereof or attempt or agree to do so (other than Permitted Liens);
- (b) promptly and diligently (i) observe and perform its obligations contained in any of the documents forming part of or relating to the Assigned Property (ii) notify the Assignee of any default by itself or of any other party thereto, as the case may be, under any of the documents forming part of or relating to the Assigned Property and (iii) institute and maintain all such proceedings as may be necessary or expedient or reasonably requested by the Assignee to preserve or protect the interest of the Assignee in the Assigned Property and the documents forming part of or relating to the Assigned Property;
- (c) forthwith inform the Assignee of any claim or notice relating to the Assigned Property received from any other party and all other matters relevant thereto that might reasonably be expected to have a material adverse effect on the Assigned Property and/or its ability to perform any of its respective obligations under this Agreement;
- (d) not do or cause or permit to be done anything which may in any material way depreciate, jeopardise or otherwise prejudice the value of the security hereby given;
- (e) not exercise any rights (including any rights of set-off, counterclaim or defence), title, benefit or remedies it may have under or in connection with the Sublease, unless the Assignee shall give its consent to the same and the Assignee shall not give its consent to any matter nor exercise any discretion nor waive any of its rights or remedies under or in connection with the Sublease without such consent;
- (f) not terminate the leasing of the Helicopter under the Sublease (or agree to any other termination of the Helicopter) without the Assignee's prior written consent, such consent not to be unreasonably withheld provided that no Event of Default has then occurred under the Head Lease; and
- (g) not make any material amendment or variation to the Sublease without the prior written consent of the Assignee other than such provisions relating to Rent (as defined in the Sublease) or the levels thereof provided always that the Rent shall never be less than the amount required by the Lessee to fulfil its payment obligations under the Head Lease.

4. REPRESENTATIONS AND WARRANTIES

4.1. The Assignor hereby represents and warrants to the Assignee that:

- (a) it has been duly incorporated under the laws of its jurisdiction of incorporation and is validly existing under the laws of its jurisdiction of incorporation and has the full corporate power to own its assets and to carry on its business as presently conducted or is proposed to be conducted;
- (b) it has the corporate power to enter into and perform its obligations under this Assignment of and the transactions contemplated by this Assignment do not contravene any law binding on the Assignor or any provision of the constitutional

- (c) documents or by-laws of the Assignor or conflict with or result in any breach or default under any document which is binding on the Assignor or any of its assets;
- (d) the Assignor has taken all necessary corporate action to authorise the entry into, performance and delivery by it of this Assignment and the transactions contemplated hereby;
- (e) this Assignment has been duly authorised and executed by the Assignor and constitutes the legal, valid and binding obligations of the Assignor enforceable against the Assignor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganisation or principles of equity or other laws of general application affecting the enforcement of creditors' rights; and
- (f) it has received and reviewed a copy of the Head Lease and the Sublease.

5. POWERS OF THE ASSIGNEE

- 5.1. The security constituted by this Assignment shall become immediately enforceable upon the occurrence of an Event of Default (as defined in the Head Lease) which is continuing and pursuant to which the Assignee has exercised its rights under Clause 15 (*Rights and Remedies*) of the Head Lease (an "Enforcement Event"). Upon the occurrence of an Enforcement Event, the Assignee may (i) exercise, without further notice, all the powers conferred on mortgagees by the Law of Property Act 1925 and (ii) apply all moneys it receives in or towards discharge of the Secured Obligations in such order and in such manner as the Assignee in its absolute discretion may from time to time determine. Neither section 93 nor the restrictions contained in section 103 of the Law of Property Act 1925 shall apply to this Assignment.

6. CONTINUING SECURITY, NEW ACCOUNTS, NON-MERGER

- 6.1. The security constituted by this Assignment shall be continuing and shall not be considered as satisfied or discharged by any intermediate payment or settlement of any part of the Secured Obligations or any other matter or thing whatsoever and shall be binding until all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full.
- 6.2. If the Assignee receives notice (whether actual or otherwise) of any subsequent mortgage or charge affecting all or any part of the Assigned Property which is prohibited by the terms of any Relevant Document the Assignee may open a new account or accounts with the Assignor and, if it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice and as from that time all payments made by the Assignor to the Assignee shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount secured by this Assignment at the time when the Assignee received or was deemed to have received such notice.
- 6.3. This Assignment is in addition to and shall not merge with or otherwise prejudice or affect any lien, right to combine and consolidate accounts, right of set-off or any other contractual or other right or remedy or any guarantee, lien, pledge, bill, note, mortgage or other security now or hereafter held by or available to the Assignee.
- 6.4. Any settlement or discharge under this Assignment between the Assignee and the Assignor shall be conditional upon no security or payment to the Assignee by the

Assignor or any other person being avoided or set-aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency, and if such condition is not satisfied, the Assignee shall be entitled to receive from the Assignor on demand the value of such security or the amount of any such payment which is so avoided, set aside, refunded or reduced as if such settlement or discharge had not occurred.

- 6.5. The Assignee may place to the credit of a suspense account any moneys received under or in connection with this Assignment in order to preserve the rights of the Assignee to prove for the full amount of all of its claims against the Assignor or any other person. The Assignee may at any time apply such moneys in or towards satisfaction of any of the Secured Obligations or any of the Assignor's liabilities under this Assignment.
- 6.6. Notwithstanding the terms of this Assignment, the Assignee shall not have any obligation or liability under any of the documents forming part of the Assigned Property by reason of this Assignment to:
- (a) perform any of the obligations or duties of the Assignor thereunder;
 - (b) make any payment thereunder;
 - (c) present or file any claim or take any other action to collect or enforce any claim for the payment of any sum payable thereunder; or
 - (d) make any enquiries as to the nature or sufficiency of any payments received by the Assignee by virtue of this Assignment.

7. FURTHER ASSURANCE

- 7.1. The Assignor shall from time to time, at the request of the Assignee and at the Assignor's sole cost and expense, execute in favour of the Assignee, or as it may direct, such further or other legal assignments, transfers, mortgages, charges or other documents as in any such case the Assignee shall stipulate in respect of the Assigned Property for the purpose of maintaining or more effectively providing security to the Assignee for the payment or discharge of the Secured Obligations. Without prejudice to the generality of the foregoing, such assignments, transfers, mortgages, charges or other documents shall be in such form as the Assignee shall stipulate and may contain provisions such as are herein contained or provisions to the like effect and/or such other provisions of whatsoever kind as the Assignee shall consider requisite for the maintenance, improvement or perfection of the security constituted by or pursuant to this Assignment.

8. POWER OF ATTORNEY

- 8.1. The Assignor hereby irrevocably appoints the Assignee to be its attorney or attorneys and in its name and otherwise on its behalf to do all acts and things and to sign, seal, execute, deliver, perfect and do all deeds, instruments, documents, acts and things which may be required for:
- (a) carrying out any obligation imposed on the Assignor by or pursuant to this Assignment (including but not limited to the obligations of the Assignor under Clause 9 and the statutory covenant referred to in such Clause); or

(b) exercising or enforcing any of the Assignor's rights under this Assignment, for getting in the Assigned Property, and generally for enabling the Assignor to exercise the powers conferred on it by or pursuant to this Assignment or by law provided always that the Assignee shall not exercise any powers under this sub-paragraph (ii) until the occurrence of an Enforcement Event. The Assignee shall have full power to delegate the power conferred on it by this Clause (save that any delegate shall be either an employee, officer, servant or agent of, an adviser to, or a receiver or similar officer appointed by, the Assignee), but no such delegation shall preclude the subsequent exercise of such power by the Assignee itself or preclude the Assignee from making a subsequent delegation thereof to some other person; any such delegation may be revoked by the Assignee at any time.

8.2. The power of attorney hereby granted is as regards the Assignee and its delegates (and as the Assignor hereby acknowledges) granted irrevocably and for value as part of the security constituted by this Assignment to secure proprietary interests in and the performance of obligations owed to the respective donees within the meaning of the Powers of Attorney Act 1971.

9. ACKNOWLEDGEMENT

9.1. The Assignor acknowledges that any certificate contained in any demand, notice or other communication given or made by the Assignee under this Assignment in relation to the amount of the liability of the Assignor in respect of the Secured Obligations shall (save for manifest error) be conclusive and binding on the Assignor.

10. COSTS AND INDEMNITIES

10.1. The Assignor shall pay to the Assignee on demand all expenses or liabilities of whatsoever nature including legal fees, fees of insurance advisors, printing, out of pocket expenses, stamp duties, registration fees and other duties or charges together with any value added tax or similar tax payment in respect thereof, properly incurred by the Assignee in connection with the exercise or enforcement of, or preservation of any rights under, this Assignment.

10.2. The Assignor hereby agrees and undertakes to indemnify the Assignee against all obligations and liabilities whatsoever and whensoever arising which the Assignee may incur properly and in good faith in respect of, in relation to or in connection with the exercise by the Assignee of its powers hereunder in relation to the Assigned Property or otherwise howsoever in relation to or in connection with the enforcement of its rights in relation to any of the matters dealt with in this Assignment.

11. NOTICES

11.1. All notices required or contemplated under this Assignment (i) shall be in the English language, (ii) shall be delivered personally or by registered or certified mail, return receipt requested, postage prepaid, facsimile transmission or e-mail, and (iii) shall be addressed to the parties as follows:

In respect of the Assignor:

NHV Helicopters Ltd

Address: Klyne Business Aviation Centre, Buck Courtney Crescent, NR6 6JT
Norwich, Norfolk, United Kingdom

Attention: Legal and Fleet department
Email: fleet@nhv.be; legal@nhv.be

In respect of the Assignee:

Macquarie Rotorcraft Leasing Holdings Limited
Ropemaker Place, 28 Ropemaker Street, London EC2Y 9HD United Kingdom
Attn: The Directors
Tel: +44 20 3037 2000
Email: Legal@macquarierotor.com

With a copy in all cases to:

Macquarie Rotorcraft Leasing Services (UK) Limited
Ropemaker Place, 28 Ropemaker Street, London EC2Y 9HD United Kingdom
Attn: The Directors
Tel: +44 20 3037 2000
Email: Legal@macquarierotor.com

12. PROTECTION OF THIRD PARTIES

- 12.1. No purchaser or other person dealing with the Assignee or with its or his attorneys or agents shall be concerned to enquire (i) whether any power exercised by it or him has become exercisable, (ii) whether any money remains due on the security hereby created, (iii) as to the propriety or regularity of any of his, its or their actions, or (iv) as to the application of any money paid to him, it or them. In the absence of bad faith on the part of such purchaser or other person, such dealings shall be deemed so far as regards the safety and protection of such purchaser or other person to be within the powers hereby conferred and to be valid accordingly. The remedy of the Assignor in respect of any impropriety or irregularity whatever in the exercise of such powers shall be in damages only.

13. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 13.1. The Assignee, any receiver and their respective officers, employees and agents (including agents and delegates appointed under or pursuant to Clause 8.1 (Power of Attorney)) may enforce any term of this Assignment which purports to confer a benefit on that person, but no other person who is not a party to this Assignment has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Assignment.
- 13.2. Notwithstanding any term of any Relevant Document, the parties to this Assignment and any receiver may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Assignment without the consent of any person who is not a party to this Assignment.

14. WAIVERS, TIME AND INDULGENCE

- 14.1. No failure to exercise, nor any delay in exercising, on the part of either party any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy by the Assignee prevent any further or other exercise thereof or the exercise of any other right or remedy. No waiver by either party of any terms of this Assignment shall be effective unless in writing. The rights and

remedies of the parties under in this Assignment are cumulative and are not exclusive of any remedies provided by law and may be exercised as often as it considers appropriate.

15. VARIATION

- 15.1. This Assignment shall not be varied or otherwise amended except by an agreement in writing between the parties hereto.

16. ENFORCEMENT

- 16.1. If at any time any provision of this Assignment is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Assignment nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.

17. ASSIGNMENT OF BENEFIT

- 17.1. The Assignee may assign or otherwise transfer the whole or any part of the benefit of this Assignment to anyone to whom it assigns or transfers its rights under and in accordance with the Head Lease.
- 17.2. The Assignor may not assign or otherwise transfer any of its rights or obligations under this Assignment.

18. COUNTERPARTS

- 18.1. This Assignment may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

19. GOVERNING LAW AND JURISDICTION

- 19.1. This Assignment and all non-contractual obligations arising out of or in connection with it are governed by English law.
- 19.2. The provisions of Clauses 18.4 (*Submission to Jurisdiction; Waiver of Immunities; Service of Process*) of the Head Lease shall be deemed repeated in full herein, and to apply to this Assignment mutatis mutandis.

20. MISCELLANEOUS

- 20.1. For the avoidance of doubt this Assignment is a Relevant Document.

IN WITNESS WHEREOF the Assignor and Assignee have caused this Assigned to be executed as a deed by the parties hereto and this Assignment is intended to be and is hereby delivered on the day and year first above written.

[signature page to follow]

Schedule 1 – Form of Notice of Assignment of Insurances

To: Willis Towers Watson

CC: Macquarie Rotorcraft Leasing Holdings Limited (the "Assignee", or sometimes referred to as "Lessor")

Dated: _____

One (1) AgustaWestland AW169 Aircraft with manufacturer's serial number 69064

NHV Helicopters Ltd (the "Assignor") hereby gives you notice that pursuant to an insurance assignment dated on or about the date hereof and entered into between the Assignee and the Assignor (the "Insurance Assignment") the Assignor assigned to the Assignee (among other things) all of its right, title and interest in and to the benefits of the insurance proceeds from any and all policies and contracts of insurance (other than third party liability insurance) from time to time taken out or maintained in respect of, or in relation to, the Helicopter.

For the avoidance of doubt, we hereby confirm that the loss payee in respect of any total loss of the Helicopter will at all times be the Lessor.

Description of Helicopter

One (1) AgustaWestland AW169 Aircraft with manufacturer's serial number 69064 with such aircraft engines as may from time to time be installed in the Helicopter and in each case all appliances, components, parts, instruments, appurtenances, accessories, furnishings and other equipment of any nature which may from time to time be installed in the Helicopter.

Terms not defined herein shall bear the meaning given to such terms in the Insurance Assignment.

Please acknowledge receipt of this Notice via email in line with your standard procedures.

Signed:

Name:

Title:

For and on behalf of
NHV Helicopters Ltd

Execution Page - Assignment of Insurances

EXECUTED as a deed on the 13th day of April 2023

Executed and delivered when dated as a **Deed**

by **NHV HELICOPTERS LTD**

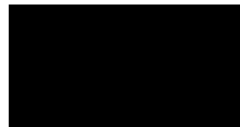
ACTING BY:

Michael Gislam
Director

)
)
)



Thomas Huetsch
Director



Executed and delivered when dated as a **Deed**

by **MACQUARIE ROTORCRAFT LEASING**

HOLDINGS LIMITED

ACTING BY:

Sean Ward
Director

)
)
)



Simon Dahm
Director

