

Exhibit C

Sale and Purchase Agreement

AIRCRAFT SALE AND PURCHASE AGREEMENT (S/N 2905) dated as of July [•], 2019
(the “**Agreement**”)

ENTERED INTO BY AND AMONG:

PARTIES

- (1) **WAYPOINT ASSET CO 11 LIMITED**, having its office address at [•] (the “**Waypoint**”);
- (2) **WELLS FARGO TRUST COMPANY, N.A. (formerly known as Wells Fargo Bank Northwest, N.A.)**, a national banking association organized and existing under the laws of the United States of America and having its registered office at 299 S. Main Street, 5th Floor, Salt Lake City, Utah 84111, acting not in its individual capacity, but solely as owner trustee (the “**Seller**”); and
- (3) **AGRARFLUG HELILIFT GMBH & CO. KG**, a company incorporated under the Laws of Germany, having its registered office at Warendorfer Str. 190, 59227, Ahlen, Germany (the “**Purchaser**”);

together, Purchaser, Waypoint and Seller shall jointly be hereinafter referred to as the “**Parties**” and each individually as a “**Party**”.

RECITALS

- (A) Seller is the registered owner of one (1) Airbus Helicopter H225 aircraft with manufacturer’s serial number 2905 and Brazilian registration mark PR-OTB (together with the Aircraft Documentation, Engines, all equipment, accessories, parts and other property installed in or appurtenant to the aircraft at the time of delivery on the Closing Date, and as further described in **Exhibit A** to this Agreement, the “**Aircraft**”).
- (B) Waypoint owns the beneficial interest in the Trust pursuant to the Trust Agreement.
- (C) The Parties desire that Seller and Waypoint convey title to the Aircraft to Purchaser in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** As used herein, the following terms shall have the following meanings:

“**Agreement**” shall have the meaning given in the preamble.

“**Affiliate**” means, with respect to any person, any other person who, directly or indirectly, controls, is controlled by, or is under common control with, such person.

“**Aircraft**” shall be the Airbus Helicopters EC 225 helicopter bearing manufacturers serial number MSN 2905 together with the Engines and all equipment as originally delivered by the OEM at the initial “ex factory” delivery.

“**Aircraft Delivery and Acceptance Receipt**” means the aircraft delivery and acceptance receipt in the form attached as **Exhibit B** to this Agreement.

“**Aircraft Documentation**” means all log books, flight manuals, maintenance manuals, checklists, and any other records, paperwork relating to the Aircraft, including without limitation, those identified in **Exhibit A** to this Agreement.

“**Bills of Sale**” means, with respect to the Aircraft the bill of sale and the warranty bill of sale executed and delivered by Seller and Waypoint on the Closing Date, each substantially in the form attached as Part A and Part B, respectively, of **Exhibit C** to this Agreement and notarized, legalized and/or apostilled and in the proper form for filing with the RAB, in each case to the extent required by the applicable Governmental Authority in the Country of Registration or any other relevant jurisdiction.

“**Cape Town Convention**” means the Convention on International Interests in Mobile Equipment and its Protocol on Matters Specific to Aircraft Equipment, concluded in Cape Town on 16 November 2001

“**Closing Date**” shall have the meaning given in Section 3(a).

“**Country of Registration**” means Brazil.

“**Damage History**” means all repairs carried out on the Aircraft (or any part thereof), beyond the scope of applicable repair and maintenance manual.

“**Delivery Location**” shall have the meaning given in Section 4(c).

“**Engines**” means two (2) Turbomeca Makila 2A1 engines bearing manufacturer’s serial number [13272 and 13306]¹.

“**Governmental Authority**” means (a) any national, federal, state government, political subdivision thereof, or local jurisdiction therein; and (b) any instrumentality, board, commission, bureau, department, division, court, regulatory authority, taxing authority, or political subdivision, or agency of any of the entities listed in (a), however constituted.

“**Headlease**” means the Helicopter Operating Lease Agreement, between Purchaser and OHI Finance II S.A. (“**Current Lessee**”) of even date herewith, as the same may be amended, varied, supplemented, restated, substituted, assigned and novated from time to time.

¹ TBC

“**Indemnitee**” means each shareholder, each subsidiary, each Affiliate of any of the foregoing, and each successor, assign, shareholder, member, partner, manager, director, officer, agent, employee, trustee, contractor, representative, servant and attorney-in-fact of any of the foregoing.

“**International Registry**” shall have the meaning given in Section 25.

“**Guarantee**” means the Deed of Guarantee and Indemnity, dated November 11, 2016, executed by Omni Helicopters International, S.A., a corporation established under the laws of Portugal and having its registered office at Av. Dom João II, no. 9, Edifício Adamastor, Torre B, 9º andar, 1990-077, Lisbon Portugal, as guarantor, in favor of Seller and Waypoint.

“**Liens**” means any encumbrance or security interest whatsoever, howsoever created or arising including (without prejudice to the generality of the foregoing) any right of ownership, security, mortgage, charge, lease, sublease, interchange, international interest (as defined by the Cape Town Convention), prospective international interest (as defined by the Cape Town Convention), encumbrance, pledge, lien, assignment, statutory rights *in rem*, title retention, levy, claim, detention, hypothecation, right of set-off, right or any agreement or arrangement having the effect of creating a security interest, other than a right of set-off arising by operation of law.

“**Manufacturer**” means Airbus Helicopters.

“**Parties**” shall have the meaning given in the preamble.

“**Permitted Liens**” means any Lien created by or resulting from debts or liabilities or actions of Purchaser or any party acting by or through Purchaser.

“**Privileged Tax Regime Entity**” means an entity determined as of the time of a Transfer and listed as a privileged tax regime entity under Brazilian Normative Instruction 1.037/2010 as amended, supplemented or, if superseded, in accordance with the relevant Brazilian law or regulation in effect at the time of such Transfer.

“**Purchase Documents**” means each of this Agreement, the Bills of Sale, the Aircraft Delivery and Acceptance Receipt, the Guarantee and any other document executed by Seller and Purchaser in connection with the sale and purchase of the Aircraft as contemplated by this Agreement.

“**Purchase Price**” shall have the meaning given in Section 3(a).

“**Purchaser**” shall have the meaning given in the preamble.

“**RAB**” means the Brazilian Aeronautical Registry.

“**Seller**” shall have the meaning given in the preamble.

“**Sublease**” means the Helicopter Operating Lease Agreement, between the Current Lessee and Omni Táxi Aéreo S.A. (the “**Operator**”), as the same may be amended, varied, supplemented, restated, substituted, assigned and novated from time to time, pursuant to which

Purchaser agreed to lease the Aircraft to the Operator respectively to the future lessee upon mutual agreement

“**Taxes**” means all present and future taxes, levies, imposts, duties or charges of any nature whatsoever, and wheresoever imposed upon Seller, Purchaser, the Aircraft or Aircraft Documentation by any Governmental Entity,, including (without limitation) corporation tax, value added tax (including, without limitation, VAT) or any similar tax and any franchise, transfer, sales, use, business, occupation, excise, real property, stamp, gross income, personal property, fuel, leasing, occupational, turnover, excess profits, excise, gross receipts, franchise, registration, licence, corporation, capital gains, export/import, income, levies, imposts, withholdings or other taxes or duties of any nature whatsoever (or any other amount corresponding to any of the foregoing) now or hereafter imposed, levied, collated, withheld or assessed by any national, regional or local taxing or fiscal authority or agency, governmental or otherwise, together with any penalties, additions to tax, fins or interest thereon, and Tax and Taxation shall be construed accordingly. Excluded are Taxes which are imposed on, based upon, or calculated by reference to the net or gross income, items of tax preference or minimum tax or excess profits, receipts, capital, franchise, net worth or any other similarly based taxes of Seller.

“**Trust**” means the trust constituted by the Trust Agreement.

“**Trust Agreement**” means the Amended and Restated Trust Agreement, dated as of September 29, 2016, between Seller, as trustee, and Waypoint, as trustor, in respect of the Aircraft, as amended, modified or supplemented heretofore.

“**UCC**” means the Uniform Commercial Code as in effect in the applicable jurisdiction.

2. **Agreement to Purchase Aircraft.** Seller agrees to sell and Purchaser agrees to purchase the Aircraft together with the avionics, equipment and instrumentation presently installed in or on the Aircraft, including, without limitation, the records and the equipment listed on **Exhibit A** to this Agreement. As a condition precedent to Purchaser’s obligation to purchase the Aircraft (a) the Aircraft shall be serviceable and airworthy and shall have suffered no damage since the date of any pre-delivery appraisal of the Aircraft by Purchaser or its designee, (b) Purchaser shall have provided and Seller shall have received acceptable corporate authorizations in respect of Purchaser evidencing the due authorization, execution and delivery of the Purchase Documents to which Purchaser is a party, (c) the Purchaser shall have received acceptable corporate authorizations in respect of Waypoint and Seller evidencing the due authorization, execution and delivery of the Purchase Documents to which Seller is a party, (d) the Purchaser shall have received an inspection report following the pre-delivery appraisal with respect to the Aircraft reasonably satisfactory to it in all respects and, but not limited to, a copy of the actual “next due” listing for the aircraft with all components, copies of the “back to birth” historical documentation of any component including potentially respective bills of sale, which may have been replaced since the Aircraft’s original delivery at the OEM, and (e) the Purchaser shall have placed with Cascione Advogados a power-of-attorney to execute the bill of sale in the form of Part B of Exhibit C for filing with the RAB in Brazil at the closing of the transaction.

3. **Purchase Price.**

(a) In consideration for the purchase of the Aircraft, Purchaser shall pay to Seller the amount of US\$3,550,000 (Three Million Five Hundred Fifty Thousand U.S. Dollars; the “**Purchase Price**”) net from any value Added or other such sales taxes on or before the earlier of (i) two (2) business days after the United States Bankruptcy Court for the Southern District of New York enters an order approving the transaction and (ii) 30th July , 2019 (the date the Aircraft is purchased and such amounts are paid, the “**Closing Date**”). By mutual agreement of the Parties on or prior to the Closing Date, the deadline for the occurrence of the Closing Date may be extended for a period of up to forty five (45) days upon mutual consent of the Parties, such consent not to be unreasonably withheld; the Parties may agree to further extensions of the Closing Date, but either Party may terminate the Agreement if the Purchase Price has not been paid to Seller and the transaction has not closed by the Closing Date. If such termination occurs, the Deposit may be refunded in accordance with the terms of Section 3(b) below:

(b) Payment of the Purchase Price shall be facilitated in two steps

- an amount equal to 10% of the Purchase Price as security deposit (the “**Deposit**”) upon mutual confirmation subject Agreement is in an acceptable form for the Parties, which is scheduled for beginning of the week commencing with 1st July,, 2019; such Deposit shall be refundable in the event, the intended transaction should not conclude for reasons of fault the Seller side (i.e. such as but not limited to lack of approval by the United States Bankruptcy Court for the Southern District of New York)
- balance payment of the Purchase Price upon Closing

(c) Payment of the Purchase Price shall be made for value on the Closing Date in U.S. dollars and in immediately available funds by wire transfer to such account as advised in writing by Seller.

(d) The Purchaser shall pay the Purchase Price without deduction or withholding for or on account of any Taxes. No payment shall be considered made by Purchaser until it is received in Seller’s account; Seller shall provide respective confirmation of payment receipt.

(e) Subject to the payment of the Purchase Price as provided herein, Waypoint, as trust or under the Trust Agreement, hereby consents to Seller’s sale of the Aircraft to Purchaser and taking of all actions in connection therewith and hereby directs and authorizes Seller to sell the Aircraft to Purchaser in accordance with the terms hereof and agrees not to give any instructions to Seller contrary to the foregoing.

4. **Inspection and Delivery.**

(a) Purchaser confirms that prior to the date hereof it has been invited to conduct a pre-purchase inspection of the Aircraft and associated documentation and further confirms that based upon such inspection, the Aircraft is acceptable to Purchaser.

(b) Seller shall deliver the Aircraft to Purchaser and Purchaser shall accept delivery at the Operator's facilities in Rio de Janeiro, Brazil (such location, the "**Delivery Location**"), on the Closing Date.

(c) The Engines installed on the Aircraft during the pre-purchase inspection shall be the ones affixed in the Aircraft during the delivery.

(d) Upon delivery of the Aircraft, Purchaser (or Purchaser's designated agent) shall execute the Delivery and Acceptance Receipt in the understanding that, the Delivery and Acceptance Receipt shall be executed upon Purchaser being fully satisfied in regards to the Aircraft and the equipment and records listed on **Exhibit A**, including the successful completion of the Inspection, and any right to object to the condition of the Aircraft shall be deemed waived.

5. **DISCLAIMERS.**

(a) THE AIRCRAFT AND EACH PART ARE BEING SOLD AND DELIVERED TO PURCHASER "AS IS" AND "WHERE IS," AND WITHOUT ANY REPRESENTATION, GUARANTEE OR WARRANTY OF SELLER EXPRESS OR IMPLIED, OF ANY KIND, ARISING BY LAW OR OTHERWISE EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND THE BILLS OF SALE, ANY SUCH REPRESENTATION, WARRANTY OR GUARANTY OF SELLER BEING HEREBY WAIVED BY PURCHASER.

(b) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PURCHASER UNCONDITIONALLY AGREES THAT AS BETWEEN PURCHASER AND SELLER, THE AIRCRAFT AND EACH PART THEREOF ARE TO BE SOLD AND PURCHASED IN AN "AS IS, WHERE IS" CONDITION AS AT THE DELIVERY DATE, AND NO TERM, CONDITION, WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND HAS BEEN ACCEPTED, MADE OR IS GIVEN BY SELLER OR ITS RESPECTIVE SERVANTS OR AGENTS IN RESPECT OF THE AIRWORTHINESS, VALUE, QUALITY, DURABILITY, CONDITION, DESIGN, OPERATION, DESCRIPTION, MERCHANTABILITY OR FITNESS FOR USE OR PURPOSE OF THE AIRCRAFT OR ANY PART THEREOF, AS TO THE ABSENCE OF LATENT, INHERENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AS TO THE COMPLETENESS OR CONDITION OF THE AIRCRAFT DOCUMENTATION, OR AS TO THE ABSENCE OF ANY INFRINGEMENT OF ANY PATENT, COPYRIGHT, DESIGN, OR OTHER PROPRIETARY RIGHTS; AND EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND THE BILLS OF SALE, ALL CONDITIONS, WARRANTIES, REPRESENTATIONS OR COVENANTS OF ANY KIND (OR OBLIGATION OR LIABILITY, IN CONTRACT OR IN TORT) IN RELATION TO ANY OF THOSE MATTERS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, ARE EXPRESSLY EXCLUDED. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO PURCHASER. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT OR ANY OTHER AGREEMENT OR INSTRUMENT TO THE CONTRARY, THE PROVISIONS OF THIS SECTION 5 SHALL SURVIVE THE CLOSING. ANY REPRESENTATION OF THE CONDITION OF THE AIRCRAFT SHALL NOT SURVIVE OR REMAIN EFFECTIVE AFTER CLOSING.

6. **Risk of Loss.** The risk of loss, injury, destruction or damage to the Aircraft shall transfer to Purchaser upon the execution and delivery of the Bills of Sale and shall pass concurrently from Purchaser to the Current Lessee or the Operator pursuant to the Headlease or the Sublease, respectively, as the case may be.

7. **Seller Warranty of Airworthiness and Fitness.** The Aircraft shall be delivered with an appropriate and current certificate of airworthiness issued by the RAB in the Country of Registration with no exceptions or qualifications.

8. **Manufacturers' Warranties.** With effect from the date of the Bills of Sale executed by Seller, Seller hereby assigns absolutely and unconditionally to Purchaser all of its rights, title and interest in any and all warranty rights in and to the airframe, the Engines and any other parts ("OEM"), as are and remain available, and to the extent assignable, on the Closing Date. With effect from the date of the Bills of Sale executed by Seller, Purchaser accepts such assignment. To the extent that the consent of any OEM is required for such assignment, Seller undertakes to obtain such consent, in form and substance reasonably satisfactory to Purchaser, on or prior to the Closing Date.

9. **Seller's and Waypoint's Representations and Warranties.** Each of Waypoint and Seller represents and warrants as follows:

(a) it is duly organized, validly existing under the laws of its jurisdiction of incorporation and, subject to approval from the U.S. Bankruptcy Court for the Southern District of New York, has the full power and authority to carry on its business as presently conducted, to own its assets and to enter into and perform its obligations under this Agreement and the other Purchase Documents to which it is a party and to consummate the transactions contemplated hereby and thereby;

(b) the documents which contain or establish its constitution incorporate provisions which authorize, and all necessary corporate action (including, without limitation, director, stockholder, member, management committee approval, or similar action, if required) has been taken to authorize, and to the extent available under applicable law, all necessary authorizations of any governmental or other authority, including the U.S. Bankruptcy Court for the Southern District of New York, have been duly and unconditionally obtained and are now in full force and effect which are required to authorize, it to sign and deliver, and perform the transactions contemplated by, this Agreement and the other Purchase Documents to which it is a party;

(c) this Agreement and the other Purchase Documents to which it is a party constitute, or when entered into will constitute, its legal, valid and binding obligations, which are enforceable in accordance with their respective provisions, subject only to any bankruptcy, insolvency or other similar laws affecting creditors' rights generally;

(d) neither the execution and delivery of this Agreement and the other Purchase Documents to which it is a party nor the performance of any of the transactions contemplated herein and therein will:

(i) violate the Trust Agreement, its charter, articles of organization, by-laws, operating agreement, or similar organizational documents or contravene or constitute a default

under any provision contained in any law, judgment, order or consent by which it or any of its assets is bound or affected or in any agreement or instrument to which it is a party; or

(ii) cause any limitation on it or the powers of its directors, whether imposed by or contained in Trust Agreement or the constitutional documents of it, or any law, order, judgment, agreement, instrument, or otherwise by which it or any of its assets is bound, to be exceeded.

(e) that:

(i) immediately prior to and on the Closing Date, Seller will have full power and lawful authority to transfer good and marketable title to Purchaser free from all Liens, except those Liens which shall be discharged concurrently with closing;

(ii) (ii) on Completion, the Aircraft shall be located at the Delivery Location;

(iii) on the Closing Date and upon receipt by Seller of the Aircraft Delivery and Acceptance Receipt, Seller will issue each Bill of Sale in order to transfer to Purchaser good and marketable title in and to the Aircraft;

(iv) Seller and/or Waypoint will pass on to Purchaser any rent payments it may potentially receive by Lessor after the Closing Date in respect of subject Aircraft.

10. **Purchaser's Representations and Warranties.** Purchaser represents and warrants as follows:

(a) it is duly organized, validly existing under the laws of its jurisdiction of incorporation and has the full power and authority to carry on its business as presently conducted, to own its assets and to enter into and perform its obligations under this Agreement and the other Purchase Documents to which it is a party and to consummate the transactions contemplated hereby and thereby;

(b) the documents which contain or establish Purchaser's constitution incorporate provisions which authorize, and all necessary corporate action (including, without limitation, beneficial owner approval or similar action, if required) has been taken to authorize, and all necessary authorizations of any governmental or other authority have been duly and unconditionally obtained and are now in full force and effect which are required to authorize, Purchaser to sign and deliver, and perform the transactions contemplated by, this Agreement and the other Purchase Documents to which it is a party;

(c) this Agreement and the other Purchase Documents to which Purchaser is a party constitute, or when entered into will constitute, legal, valid and binding obligations of Purchaser

which are enforceable in accordance with their respective provisions, subject only to any bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

11. **Taxes.** Each party shall be responsible for its own costs and expenses; provided, however, that Purchaser shall pay on demand all Taxes which may be levied or imposed on either party in connection with the sale, purchase, delivery or transfer of the Aircraft or Seller's ownership of the Aircraft or in the performance of any services or the making of any payments hereunder by Purchaser or Seller.

Seller and Purchaser will cooperate with a view to structuring the transaction to avoid or eliminate any such Taxes.

12. **Damages.** Notwithstanding anything to the contrary contained herein, no Party shall be liable to the other Party for any consequential damages (including loss of profits or loss of revenue) or punitive damages or indirect or incidental damages which may arise out of, or be connected to, any breach or default under any term, condition, covenant, warranty, or provision of this Agreement, and which either Party would otherwise be entitled to under any applicable law, including but not limited to any claims in contract, tort, equity or statute, except to the extent such damages arise as a result of the gross negligence or willful misconduct of the applicable Party. Nothing contained herein shall in any way restrict a Party's right to sue for actual damages. Purchaser, Waypoint and Seller agree and acknowledge that the Aircraft or any part thereof will be sold "As Is Where Is" in the state and condition required by the terms of this Agreement

13. **Force Majeure.** Neither Seller nor Purchaser shall be liable for any failure of or delay in delivery and/or acceptance of the Aircraft for the period that such failure or delay is due to acts of God or the public enemy; civil war, insurrection or riots; fires, explosions or serious accidents; governmental actions; strikes or labor disputes, equipment or parts from the vendors; wire transfer problems (not caused by such Party), or any other similar cause beyond such Party's control. Each of Seller and Purchaser agrees to notify the other Parties promptly of the occurrence of any such event. The Party providing notice will advise the other Parties either (a) of its inability to close, and upon such notice, this Agreement shall terminate without further notice, force or effect, or (b) of such Party's intention that it can close within thirty (30) days of such notice, in which event, the Parties agree to extend the deadline for the occurrence of the Closing Date by such thirty (30) day period.

14. **Notice.** All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be in writing and shall be effective and binding on the Parties upon: (a) actual delivery; (b) being deposited with a private or government overnight delivery service (i.e., Federal Express, UPS or DHL); or (c) being transmitted by facsimile to either the addresses shown in this Agreement, or to an email address provided as a notice address by the Parties.

15. **Severability.** If any provisions of this Agreement are invalid or cannot be enforced for any reason, the remainder of this Agreement will stay in effect. Any provisions of this Agreement that are contrary to any applicable law will be considered to be modified to the extent required to conform with the law, if possible, or otherwise omitted from this Agreement.

16. **Headings.** The headings in this Agreement are for convenience only and will not be used to interpret or change the provisions of this Agreement in any way.

17. **Entire Agreement; Modification; Binding on Successors and Assigns; Assignment.** This Agreement, together with the referenced Exhibits (all of which are incorporated into this Agreement by reference) and the other Purchase Documents, constitutes the entire agreement between the Parties with respect to the subject matter hereof, shall be binding on the successors and assigns of the Parties, and supersedes all prior agreements, understandings, and negotiations, written or oral, between the Parties with respect to the subject matter hereof. Any change or modification to this Agreement shall be in writing and signed by the Parties.

18. **Governing Law and Jurisdiction.** This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the internal laws of the State of New York, without regard to the conflict of laws principles of such state other than sections 5-1401 and 5-1402 of the New York General Obligations law, including all matters of construction, validity, and performance. Each of the Parties hereby irrevocably and unconditionally submits in any legal action or proceeding with respect to this Agreement to the jurisdiction of the Federal Court for the Southern District of New York (SDNY) or, in the absence of federal jurisdiction, to the jurisdiction of the Supreme Court of the State of New York sitting in the Borough of Manhattan, and the competent courts of its legal domicile in respect of actions and legal proceedings initiated against it, and hereby irrevocably accepts with regard to any such action or proceeding for itself and in respect to its property, generally and unconditionally, the jurisdiction of the aforesaid courts. Each Party further irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered mail, postage prepaid, to such Party's said address, such service of process to be effective upon acknowledgment of receipt of such registered mail. Nothing herein shall affect the right of the any Party to serve process in any other manner permitted by law. EACH OF THE PARTIES ALSO HEREBY KNOWINGLY AND FREELY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION ARISING HEREFROM OR IN RELATION HERETO.

19. **Time is of the Essence.** The time stipulated in this Agreement and in the other Purchase Documents for all payments and for the performance of all obligations shall be of the essence.

20. **Further Cooperation.** The Parties shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

21. **Counterparts.** This Agreement may be executed by facsimile signatures in two or more counterparts, each of which shall be deemed an original for all purposes, but all of which together shall constitute one and the same instrument. Notwithstanding the foregoing, the Parties shall exchange the original executed counterparts on or prior to the Closing Date.

22. **Survival.** All representations, warranties, covenants and indemnities of each Party provided herein or in any Purchase Document shall survive the Closing Date and delivery of the Aircraft from Seller to Purchaser.

23. **Costs and Expenses.** Except as expressly provided to the contrary, each party to this Agreement shall bear its own fees, costs and expenses (including, without limitation, the fees and expenses of legal and other advisors and consultants) in connection with the preparation, negotiation and completion of this Agreement and performance of the transactions contemplated under this Agreement. Purchaser will be responsible for all recording and filing fees incurred in connection with the transfer of title to the Aircraft, its own appraisal and/or inspection costs and any costs associated with obtaining and maintaining any governmental and other licenses, approvals, consents, certificates, exemptions, registrations and filings necessary for the ownership, leasing, registration, maintenance, use or operation of the Aircraft after the Delivery Date.

24. **Covenants.**

(a) Seller and Purchaser each agree to take such actions as may be necessary to comply with the requirements of the Cape Town Convention to register the transfer of title to the Aircraft to Purchaser on the International Registry, including, without limitation the registration if not already accomplished, at least one (1) business day prior to the Closing Date of Seller and Purchaser as Transacting User Entities under the Cape Town Convention and appointment of Cascione Advogados as counsel (the “**IR Counsel**”) as the Professional User Entity, and registration of the Contract of Sale on the Closing Date, as such term is defined in the Cape Town Convention, with Seller as seller and Purchaser as buyer, and each of Waypoint and Seller hereby consents to such registration and to the IR Counsel effecting such registration on or prior to the Closing Date, subject to the terms and conditions of this Agreement. For purposes of this Agreement, “International Registry” means the International Registry of Mobile Assets located in Dublin, Ireland and established pursuant to the Cape Town Convention, along with any successor registry thereto.

(b) On the Closing Date, and provided that Seller and Waypoint has received the Aircraft Delivery and Acceptance Receipt duly signed by Purchaser, the IR Counsel shall execute the Bill of Sale in the form of Part B - Exhibit 2 on behalf of Seller and Purchaser and present evidence of filing of such Bill of Sale with the RAB within one (1) business day after the Closing Date.

(c) Within two (2) business day after the Closing Date, the IR Counsel shall mail one notarized, apostilled original of each of the Bills of Sale to the Purchaser.

25. **Waivers, Remedies Cumulative.**

(a) No delay on the part of any Party in exercising any of its rights, powers or privileges under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.

(b) The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

26. **Confidentiality.** The Parties hereto shall keep this Agreement, the Purchase Documents and any other agreements (other than the Bills of Sale) between the Parties

contemplated hereby strictly confidential, **provided that** they may disclose this Agreement and any other agreement between the Parties hereto to their Affiliates and:

(a) for the purpose of legal proceedings, administrative or regulatory requirements or as otherwise required by law;

(b) to effect any registrations, filings or recordations required by or pursuant to this Agreement;

(c) for the purpose of disclosure to their auditors, legal and professional advisers, consultants, investors, financing parties, underwriters and placement agents, rating agencies and their respective counsel; or

(d) in connection with the motion to be filed in the U.S. Bankruptcy Court for the Southern District of New York for approval of the sale of the Aircraft to the Purchaser.

This Section 27 imposes no obligation upon a recipient with respect to confidential information which (a) was in the recipient's possession before receipt from the discloser; (b) is or becomes a matter of public knowledge through no fault of the recipient; (c) is rightfully received by the recipient from a rightfully possessing third party who does not have a duty of confidentiality; (d) is disclosed by the discloser to a third party who does not have a duty of confidentiality; (e) is disclosed under operation of law; (f) is disclosed by the recipient with the discloser's prior written approval; or (g) is independently developed by the recipient without access to confidential information exchanged hereunder.

27. **Owner Trustee.** It is expressly understood and agreed by and among all of the Parties hereto that, except as otherwise expressly provided herein or in any other Purchase Document, (i) this Agreement is executed and delivered by Seller, acting not in its individual capacity, but solely as owner trustee under the Trust Agreement, as applicable, in the exercise of the power and authority conferred and vested in it as owner trustee thereunder, (ii) save to the extent expressly stated otherwise, all of the undertakings and agreements made herein by Seller and Purchaser are not personal undertakings and agreements but are binding on the Seller and Purchaser, as the case may be, only to the extent that they are satisfied out of the trust estate created under the Trust Agreement, (iii) except as set forth in the proviso to this sentence, nothing herein contained shall be construed as creating any liability of Wells Fargo Trust Company, National Association or any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, officer or director of Wells Fargo Trust Company, National Association to perform any covenant, whether express or implied, contained herein, all such liability, if any, being expressly waived by each of the other Parties hereto and by any Person claiming by, through or under any such Party, and (iv) so far as Seller is concerned, each of the other Parties hereto and any person claiming by, through or under any such Party shall look solely to the Trust for the performance of any obligation under any of the instruments referred to herein, other than with respect to claims arising from the willful misconduct or gross negligence of Wells Fargo Trust Company, National Association; **provided, however, that** notwithstanding anything in this section to the contrary, Wells Fargo Trust Company, National Association shall be liable (A) in its individual capacity and as owner trustee under the Trust Agreement to Purchaser as expressly set forth in the Trust Agreement, (B) in its individual capacity, in respect

of its representations, warranties and agreements made in its individual capacity as expressly set forth herein or in any other Purchase Document to which it is a party or in any officer's certificate of Wells Fargo Trust Company, National Association delivered pursuant hereto, and (C) in its individual capacity for the consequences of its gross negligence or willful misconduct.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their authorized officers as of the day and year first written above.

SELLER:

**WELLS FARGO TRUST COMPANY,
NATIONAL ASSOCIATION**, not in its individual capacity but solely as Owner Trustee

By: _____
Name: _____
Title: _____

WAYPOINT:

WAYPOINT ASSET CO 11 LIMITED

By: _____
Name: _____
Title: _____

PURCHASER:

AGRARFLUG HELILIFT GMBH & CO. KG

By: _____
Name: _____
Title: _____

EXHIBIT A

AIRCRAFT DESCRIPTION

EXHIBIT B

AIRCRAFT DELIVERY AND ACCEPTANCE RECEIPT

AGRARFLUG HELILIFT GMBH & CO. KG (the "Purchaser") hereby accepts and acknowledges receipt from **WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION**, as Owner Trustee (the "Seller"), in accordance with the terms and conditions of the Aircraft Sale & Purchase Agreement dated as of June __, 2019, among Seller, Purchaser and Waypoint Asset Co 11 Limited (the "Sale Agreement"), of one (1) Airbus Helicopter H225 aircraft with manufacturer's serial number 2905 and Brazilian registration mark PR-OTB, together with the Aircraft Documents, at the facilities of Omni Táxi Aéreo S.A. in _____, Brazil, on _____, 2019, at _____ local time.

Upon execution and delivery by Purchaser of this Aircraft Delivery and Acceptance Certificate, (A) it shall conclusively be presumed that following completion by Purchaser of inspections of the Aircraft and its records that were satisfactory to Purchaser in all respects, including, without limitation, as to their scope: (1) Purchaser has approved and accepted delivery of the Aircraft "as is, where is" in its then-current condition and state of repair, with all faults, limitations and defects (whether hidden or apparent), regardless of cause; (2) the Aircraft satisfies all of the requirements, terms and conditions of the Sale Agreement; (3) all of the conditions specified in the Sale Agreement have been satisfied, waived or expired and are of no further force or effect, and (B) Purchaser shall have no claim against Seller for breach of any covenant, agreement, representation or warranty regarding the Aircraft, whether express or implied.

ACCEPTED BY:

AGRARFLUG HELILIFT GMBH & CO. KG,
as Purchaser

By: _____

Name:

Title:

SCHEDULE A TO
AIRCRAFT DELIVERY AND ACCEPTANCE RECEIPT

EXHIBIT C

Part A

FORM OF BILL OF SALE

BILL OF SALE

By this Bill of Sale and for valuable consideration the receipt and sufficiency of which is hereby acknowledged **WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION**, not in its individual capacity, but solely as owner trustee, a national banking association incorporated under the laws of the United States of America having its registered office at 299 S. Main Street, 5th Floor, MAC: U1228-051, Salt Lake City UT 84111, U.S.A. (hereinafter the "Seller"), hereby unconditionally and irrevocably transfers its title and ownership to **Agrarflug Helilift GmbH & Co. KG** (the "Buyer"), and **Waypoint Asset Co 11 Limited** ("Waypoint") (as owner of the beneficial interest in the trust constituted by the Amended and Restated Trust Agreement, dated as of September 29, 2016, between Seller, as trustee, and Waypoint, as trustor, in respect of the Aircraft (as defined below), as amended, modified or supplemented heretofore) hereby agrees to such transfer, in each case, at _____ on _____, 2019, at _____ (Brazilian time) in respect to one (1) Airbus Helicopter H225 aircraft with manufacturer's serial number 2905 and Brazilian registration mark PR-OTB, together with the affixed engines, installed parts and aircraft records (collectively the "Aircraft"), free and clear of all liens and encumbrances other than Permitted Liens (as such term is defined in that certain Helicopter Operating Lease Agreement, dated November 11, 2016, between the Seller and OHI Finance II S.A. (the "Lessee") relating to the Aircraft, as assigned, amended and restated pursuant to that certain Assignment, Amendment and Restatement Agreement to Helicopter Lease Agreement, dated on or around the date hereof, among the Seller, the Buyer and the Lessee) and hereby warrants to the Buyer and its successors, transferees and assignees that it has transferred to the Buyer such title to the Aircraft.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be duly executed and delivered on this ___ day of _____, 2019.

For and on behalf of:

WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION not in its individual capacity, but solely as owner trustee

By:
Its:

Waypoint Asset Co 11 Limited

By:
Its:

EXHIBIT C

Part B

FORM OF BILL OF SALE FOR PURPOSES OF REGISTRATION WITH THE RAB

BILL OF SALE

NOTA DE VENDA

By this Bill of Sale and for valuable consideration the receipt and sufficiency of which is hereby acknowledged **WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION**, not in its individual capacity, but solely as owner trustee, a national banking association incorporated under the laws of the United States of America having its registered office at 299 S. Main Street, 5th Floor, MAC: U1228-051, Salt Lake City UT 84111, U.S.A. (hereinafter the "Seller"), hereby unconditionally and irrevocably transfers its title and ownership to **Agrarflug Helilift GmbH & Co. KG** (the "Buyer") at _____ on _____, 2019, at _____ (Brazilian time) in respect to one (1) Airbus Helicopter H225 aircraft with manufacturer's serial number 2905 and Brazilian registration mark PR-OTB, together with the affixed engines, installed parts and aircraft records (collectively the "Aircraft"), free and clear of all liens and encumbrances other than Permitted Liens (as such term is defined in that certain

Pela presente Nota de Venda e em contraprestação valiosa, cujo recebimento e suficiência são reconhecidos, **WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION**, não em sua capacidade individual, mas somente como proprietário fiduciário, uma associação bancária nacional constituída de acordo com as leis dos Estados Unidos da América, com sede em 299 S. Main Street, 5th Floor, MAC: U1228-051, Salt Lake City UT 84111, U.S.A. (doravante denominada "Vendedora"), por aqui incondicionalmente e irrevogavelmente transfere o título e a propriedade para **Agrarflug Helilift GmbH & Co. KG** (a "Compradora") no _____ em _____ de 2019, às _____ (horário do Brasil) de um (1) helicóptero Airbus Helicopter H225, portador do número de série do fabricante 2905 e registrado sob a marca brasileira PR-OTB, equipado com os motores nele fixados, partes instaladas e registros da aeronave (coletivamente denominados a "Aeronave"), livre e desembaraçada de

Helicopter Operating Lease Agreement, dated November 11, 2016, between the Seller and OHI Finance II S.A. (the “Lessee”) relating to one (1) Airbus helicopters H225 helicopter with manufacturer’s serial number 2905 and Brazilian registration mark PR-OTB, as assigned, amended and restated pursuant to that certain Assignment, Amendment and Restatement Agreement to Helicopter Lease Agreement, dated on or around the date hereof, among the Seller, the Buyer and the Lessee, and hereby warrants to the Buyer and its successors, transferees and assignees that it has transferred to the Buyer such title to the Aircraft.

quaisquer ônus e gravames que não sejam os Gravames Permitidos (conforme definição deste termo em certo Contrato de Arrendamento Operacional de Helicóptero, de 11 de novembro de 2016, entre a Vendedora e OHI Finance II S.A. (a “Arrendatária”) com relação à Aeronave, conforme cedido, aditado e consolidado por certo Contrato de Cessão, Aditamento e Consolidação de Arrendamento Operacional de Helicóptero, datado nesta ou por volta desta data, entre a Vendedora, a Compradora e a Arrendatária, garantindo neste ato à Compradora e aos seus sucessores, beneficiários da transferência e cessionários que ela transferiu para a Compradora a referida titularidade à Aeronave.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be duly executed and delivered on this ___ day of _____, 2019.

E, POR ESTAR ASSIM JUSTA E CONTRATADA, a Vendedora providenciou para que esta Nota de Venda seja devidamente assinada e entregue neste dia ___ de _____ de 2019.

For and on behalf of:

Por e em nome de:

WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION not in its individual capacity, but solely as owner trustee

WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION não em sua capacidade individual, mas somente como proprietário fiduciário

By:
Its:

Por:
Seu:

Agrarflug Helilift GmbH & Co. KG Agrarflug Helilift GmbH & Co. KG

By:
Its:

Por:
Seu:

Witnesses:

Testemunhas:

1.

1.

Name:
ID:

Nome:
RG:

2.

2.

Name:
ID:

Nome:
RG: