

AMENDMENT NO. 2 to STANDARD GROUND HANDLING AGREEMENT ANNEX B 1.0 — LOCATION(S), AGREED SERVICES AND CHARGES to the Standard Ground Handling Agreement (SGHA) of January 2008

(hereninafter referred to as "Amendment")

(hereninalter referred to as Amendment)				
between:				
having its principal office at:				
Registered:				
Representeted by:				
VAT Reg. Number:				
and hereinafter referred to as 'the	Carrier'			
and:	Czech Airlines Handling, a.s			
having its principal office at:	Prague 6, Aviatická 1017/02			
	Postal Code 160 08, Czech Republic			
Registered in:	the Commercial Register maintained by the Municipal			
	Court in Prague, Section B, enclosure NO. 17139			
Represented by:	Jiří Jarkovský, Chairman of the Board of Directors			
	Michal Soukup, Vice Chairman of the Board of Directors			
Corporate ID No.:	25674285			
VAT Reg. Number:	CZ699003361			
and hereinafter referred to as 'the	Handling Company'			
effective from:	01 st January, 2017			
This Amendment for				
the location(s):	PRG			
is valid from:	01 st January, 2017			
and replaces:	NIL			

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By signing this Amendment the Parties agree to make the following changes to the Standard Ground Handling Agreement /Annex B 1.0 concluded between the Parties on 10 October 2014 and valid as of 01 November 2014 ("Agreement")

1. Paragraph 1 HANDLING SERVICES AND CHARGES, Section 2 Passenger Services: 2.1.9 Shall be replaced by the following provision:

2.1.9 (a) Provide

(1) check-in positions - at separate charge as per actual cost with no disbursement

- 2. Add into Sub-Paragraph 1.2 of Section 1 of Paragraph 1 of Annex B 1.0
- 3. the following text:
 - handling charges for type of aircraft as follows:

	PRICE in CZK per	PRICE in CZK per
AIRCRAFT TYPE	turnaround	turnaround
	day stops	night stops
S20		
DH8		
A319 / 738-700		
A320 / 737-800		
A321		
A		

- 4. Add into Sub-Paragraph 1.2 of the Section 1 of the Paragraph 1 of the Annex B 1.0 the following Text: Additional Flights
 - handling charges for type of aircraft as follows applicable only for every fourth daily frequency consisting of arrival and consequent departure in one day:

	PRICE in CZK per	PRICE in CZK per
AIRCRAFT TYPE	turnaround	turnaround
	day stops	night stops
S20		
DH8		
A319/737-700		
A320 / 737-800		
A321		





- 5. Add into PARAGRAPH 2. ADDITIONAL CHARGES
- 2.1 All services not included in Paragraph 1 of this Annex will be charged for at Current local rates in CZK

Service Item of Annex A	Service description	Price in CZK	Price per Unit
2.1.3 (a)(1)	Unaccompanied minor assistance		Per Action
2.1.7 (e)	Arrange for delivery of delayed baggage to passengers		Per 1 PIR within Prague Area
2.1.7 (e)	Arrange for delivery of delayed baggage to passengers		Per 1km outside Prague Area
2.1.9(a)1	Check-In counters	AF1	Per 20mins/1 impulse
3.3.3	GPU(more than 60mins)		Per 15mins
3.4.1(a)(c)	Cooling Unit		Per 30mins
3.4.2(a)(c)	Heating Unit 🦯 🔶		Per 30mins
3.6.2(a)(c)	Crew Transportation between A/c and terminals		One way ride
3.6.5(a) (2,3,4)	Assembly of and Transport of Cargo, Mail, documents		One way ride
3.7.1(a)	Air Starter		One Action
3.9.3(a)(extra)	Push-back up to/over 40T		One Action free
3.12	Toilet Services in excess of paragraph 1.1 above		Per Action
3.12	Water services in excess of paragraph 1.1 above		Per Action

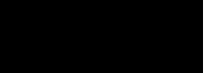
6. PARAGRAPH 4 shall be replaced by the following provision:.

SETTLEMENT

4.1 Notwithstanding Sub-Article 7.1 and 7.2 of the Main Agreement, the Handling Company shall submit invoices twice monthly to the Carrier for the services performed hereunder and the Carrier shall pay to the Handling Company within max. 30 days of the receipt of the invoice by transfer to the Handling Company's bank account:

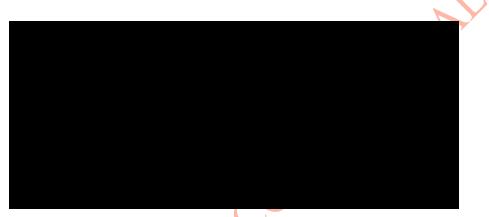






4.2

Bank details of the Handling Company: Beneficiary: CZECH AIRLINES HANDLING, a.s. Name of bank: CITIBANK EUROPE, plc. Address of bank: Bucharova 2641/14, 158 02 Praha 5, Czech Republic Account number: 2061480318 SWIFT/BIC: CITICZPX IBAN: CZ56 2600 0000 0020 6148 0318



- 4.3 Each party shall bear their own expenses and bank fees related to the wire transfer.
- 4.4 In case of delay on payment the Handling Company is entitled to claim interest of the late payment 0.05% from the respective sum of the invoice for every delayed day.
- 4.5 In case of any breach of terms of payment by the Carrier, the Handing Company reserves the rights to provide handling including all other related services only upon cash or credit card payment for every single turnaround and / or pre-payment for handling services until all debits are settled up.
- 4.6 In case it becomes obvious that the Carrier will not honour its payment obligation (e.g. in case of insolvency, the Handling Company shall provide handling services only upon cash or credit card payment for every single turnaround and/ or pre-payment for handling services
- 4.7

All Invoices declared in CZK shall be converted to EUR by exchange rate published by CNB (The Czech National Bank) on the day of taxable supply and shall be reported by the Handling Company to the Carrier in written form on every respective invoice. All prices stipulated by this agreement are without VAT that (if any) shall be levied in accordance with Czech VAT law in force. In such a case the Carrier is obliged to pay the price including VAT.

7. Add into Sub-Paragraph 3.17 De-icing/Anti-icing Services and Snow/Ice Removal of the Section 3 of Paragraph 1 of the Annex B 1.0 the following text: with 8% discount:



FIX Rates for	Price in CZK
\$20	
B737/800	
B737/700	
A319	
A320	
A321	
EMB 195	

The charges per de/anti-icing fluid Type I and per litre

8. The Parties agree to alter PARAGRAPH 11. NOTIFICATION as follows:

11.1 In accordance Sub-article 11.3 of the Main Agreement, any notice (in written) or communication to be given hereunder shall be addressed to the respective parties as follows:

To Carrier



9. The Parties hereby agree that a new PARAGRAPH 17 - TRADE SECRET shall be added into Annex B 1.0:

"PARAGRAPH 17 - TRADE SECRET

17.1 The Handling Company notifies the Carrier and the Carrier acknowledges that the Handling Company is a legal entity referred to in Section 2 para. 1 point n) of the Act no. 340/2015 Coll., on special conditions for the effectiveness of some contracts, publication of these contracts and register of contracts (hereinafter as "Register of Contracts Act") and according to the Register of Contracts Act private law contracts concluded with the Handling Company are subject to the publication in the register of contracts, a public administration information system administered by the Ministry of the Interior of the Czech Republic. Both Parties hereby agree with publication of Annex B 1.0 as amended in the register of contracts with the exception of the facts and contents that are to be deemed business secrets.



- 17.2 The Parties hereby agree that identity of the Carrier in the header/footer and signature page and charges defined in Section 1 of the PARAGRAPH 1 Handling Charges, 2. Passenger Services Check in charges, 3. Additional Flights and 4. De-icing/Anti-Icing Services, of the Annex B 1.0 form a trade secret within the meaning of Section 504 of Act No. 89/2012 Coll., Civil Code, as amended. Parties hereby jointly declare their obligation to protect a trade secret specified hereinabove appropriately."
- 10. The Parties agree to alter PARAGRAPH 10. Duration, Modification and Termination as follows:
 - 10.1 Notwithstanding the provisions of Sub-Article 11.4, 11.5 and 11.6 of the Main Agreement and without prejudice to any extra-ordinary termination right, this Agreement shall be effective from 01.01.2017 until 31.12.2018 and thereafter remain in force until terminated by either Party giving 60 days prior notice to the other party.
 - 10.2 Notwithstanding Sub-Article 11.10 of the Main Agreement, the handling charges agreed upon in this Amendment No. 2 are valid for the duration of this Amendment No.2.
- 11. This Amendment is made out of two (2) identical copies, each being valid as original. Each Party shall keep one (1) copy.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

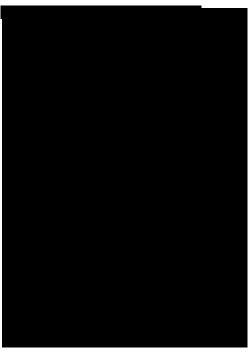
This Amendment shall be valid and applies to the Parties' relations from 1st January 2017.

Signed at Prague for and on behalf of Czech Airlines Handling, a.s. by

Jiří Jarkovský Chairman of the Board of Directors

Michal Soukup Vice Chairman the Board of Directors Signed

for and on behalf of



AMENDMENT No. 2 to Annex B 1.0 - PRG