

AGREEMENT No [REDACTED] 2016/507

for

[REDACTED]

Between

[REDACTED]

[REDACTED]

(hereinafter referred to as the “Customer”)

And

[REDACTED]

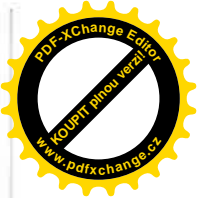
(hereinafter referred to as the “MRO”)

And

[REDACTED]

(hereinafter referred to as the [REDACTED])





This Agreement is made on the date of the signatures of all Parties between:

(1) [redacted]
registration No: [redacted] represented by its General Director [redacted]
[redacted]
(hereinafter referred to as “Customer”),

And

(2) [redacted]
[redacted] represented by [redacted]
[redacted]
(hereinafter referred to as “MRO”),

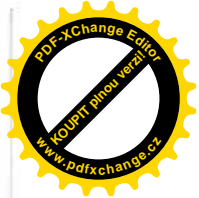
And

(3) [redacted]
registration No: [redacted] represented by its [redacted]
[redacted]
(hereinafter referred to as “[redacted]”),

(hereinafter referred as “Parties” or “Party”)

Whereas:

- A) MRO shall perform [redacted] aircraft as agreed by the Parties
- B) Customer is the operator of the [redacted] Aircraft;
- C) MRO is a provider of the maintenance, overhaul, repair and modification services of the [redacted] aircraft; MRO may [redacted] to Customer under terms of this Agreement;
- D) Customer may require such services from time to time for its own fleet;
- E) Customer is willing to perform the services in accordance with the terms and conditions of this Agreement;
- F) The Parties wish to stipulate terms and conditions concerning their liability and insurance requirements with respect to [redacted]
[redacted]

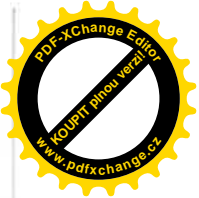


1. DEFINITIONS AND ABBREVIATIONS

In this Agreement the following definitions apply:

AD	Airworthiness Directive
Agreement	This Agreement including any side-letters, attachments, exhibits and annexes hereto including all amendments and supplements to this Agreement as are agreed in writing between the Parties
Approved Data	Any information necessary to ensure that the aircraft or aircraft Component can be maintained in a condition such that airworthiness of the aircraft, or serviceability of operational and emergency equipment as appropriate, is assured
Approved Maintenance Repair Organization, or MRO	Maintenance, Repair, Overhaul provider approved and certified by national authority and additionally by [REDACTED]
Aviation Authority	The competent body responsible for the safety regulation of Civil Aviation in any relevant country
BER	Beyond Economical Repair; an Item is deemed to be BER in case the costs for rectification of the Item exceed or are likely to exceed 65% of the OEM price
Certificate of Conformance, or COC	A document to certify maintenance or manufacturing according to stipulated process specifications.
Certificate of Release to Service, or CRS	[REDACTED], FAA authority, unless otherwise specified, the listed actions have been carried out in conformity with the Quality Manual by personnel with appropriate authorizations and in accordance with approved regulations. It also confirms that the aircraft Component has been released to service with respect to the work carried out





Components Maintenance Manual, or CMM

Any Components Maintenance Manual issued by the respective manufacturer

Component

A part, assembly (which can be installed as a unit and perform a distinctive function necessary to the operation of a system) or permanently installed emergency operation equipment; for the maintenance organization also a complete powerplant and its parts. Components require aviation authority approval (EASA Form One, FAA 8130-3 or equivalent).

CRIT/AOG

Critical or Aircraft on Ground, as such terms are commonly understood in the aviation industry

Day

Calendar day

Defect/s

Any confirmed abnormal or unusual condition of an Item following any of the Services rendered in respect of that Item under this Agreement whether or not this could eventually result in a failure

DER

Designated Engineering Representative

DOA

Design Organization Approval

Dual Release

[Redacted] of Release to Service (CRS) valid for [Redacted] A customers, issued by a maintenance [Redacted] on holding both an EASA Part-145 Approval and [Redacted] CFR Part 145/TCCA CAR 573 Certificate,

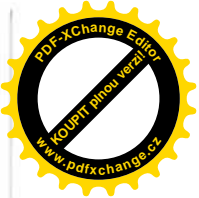
[Redacted] including a CFR Part 43 Return to [Redacted] t when the organization is located in an

[Redacted] 0-3 including and EASA Part-145.A.50 [Redacted] statement when the organization is

EASA

European Aviation Safety Agency





EASA Material Categories Aircraft Components: A part, assembly (which can be installed as a unit and perform a distinctive function necessary to the operation of a system) or component, or permanently installed emergency operation equipment; for the maintenance organization also a complete powerplant and its parts. Aircraft Components require aviation authority approval ([REDACTED] equivalent)

Standard Parts: Parts which are defined in conformity with a national / international standard or specification, e.g. DIN / MS / NAS, or which are defined by a type certificate holder in a standard parts manual which has been approved by his national authority

Raw Material: Semi-finished products, e.g. sheet metal, plastic profiles, which requires additional work before it can be used in a specific application

Consumables: Fluids, such as cleaning agents, pickling agents, primers, paints etc., for surface treatment, adhesives, additives for welding or plasma jet welding, or other auxiliaries or additives, such as lubricants and fuels

Extended Workbench Non EASA Part 145 Organizations working under the quality system of a EASA Part 145 Approved Maintenance Organization (Sub-contracting)

FAA Federal Aviation Administration of the United States of America

FOC Free of Charge

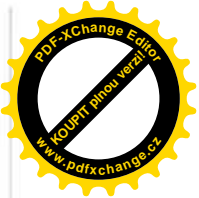
IATA-DGR International Air Transport Association – Dangerous Goods Regulations

INCOTERMS Regulations of the International Chamber of Commerce for freight forwarding, including transportation insurance as published by the International Chamber of Commerce as “Incoterms 2000”

Inspection/To Inspect The examination of/to examine an Item to establish conformity with an approved standard

Item/Maintained Item Any level of hardware assembly (i.e. system, subsystem, module, accessory, Component, unit, Part, etc.) to be serviced under this Agreement, as specified in Attachment A or as agreed in writing between the Parties





[Redacted]

Life Limited Part or LLP means the limitation of use of a part in cumulative flight hour, flight cycles or days as specified by manufacturer or Aviation Authorities

LRU Line Replaceable Unit

Maintenance/To Maintain Any one or a combination of Overhaul, Repair, Inspection, Replacement or Modification of an Item

Those actions required for restoring or maintaining an item in serviceable condition, including servicing, repair, modification, overhaul, inspection and determination of condition.

Mandatory Modification Any Modification required by law, regulation or order issued by any competent body or Aviation Authority in any relevant jurisdiction

Materials Any materials supplied to Customer by MRO as part of the Service of any Item

[Redacted]

Modification/To Modify The alteration of/to alter an Item in conformity with an approved standard

NAA National Aviation Authority

NDT Non Destructive Testing

[Redacted]

OEM Original Equipment Manufacturer being the original manufacturer of an Item, Part or Component

Overhaul The restoration of an Item by Inspection, replacement and/or Repair in conformity with an approved standard to a condition "as new"

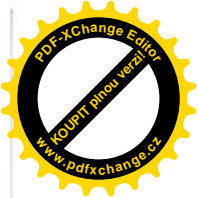
Part One or more pieces joined together which are not normally subject to disassembly without destruction of designed use

Party/Parties MRO or Customer / MRO and Customer collectively

PMA part Part of aircraft or aircraft component, manufactured under FAR 21 Subpart K "Part Manufacture Approval"

Quality Department Department responsible for quality matters





Quality Manual

[REDACTED]

Repair/To Repair

The restoration of/To restore an Item / aircraft Component to a serviceable condition by replacing or processing failed or damaged parts in conformity with an approved standard

Scrap Material

Parts which are non-repairable according to [REDACTED]

Services

All services and all work and actions such as but not limited to the services specified in this Agreement otherwise agreed upon in writing as are to be performed by MRO in accordance with the terms of this Agreement

SB

Service Bulletin

SL

Service Letter

Standard Exchange

means only a new or used Serviceable Component which replaces an unserviceable Component. In any case, a Standard Exchange Component shall be subject to prior acceptance by Customer, such acceptance not to be unreasonably withheld.

Subcontracting/To Subcontract

The contracting of any Services to a Subcontractor

[REDACTED]

SRM

Standard Replacement Material

TBO

To be Overhauled

Technical Defect

Any finding during maintenance out of [REDACTED] repair capabilities

Turnaround Time; or TAT

The period of time agreed upon between the Parties for the rendering of the Services from the date of Delivery until the date of Redelivery

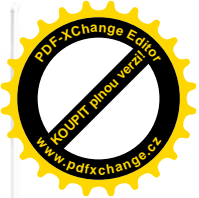
Warranty Repair Claim

A claim under the warranty given under this Agreement made in accordance with Article 8

Work Order; or WO

Any work order served by Customer to MRO under Annex B of this Agreement





2. SUBJECT OF THE AGREEMENT

According to the Customer's WO the MRO will perform overhaul [REDACTED]
[REDACTED] as specified below:

A/C	Description	Part number	Serial Number
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

The above mentioned [REDACTED] in accordance with CMM.
MRO shall provide the Customer in the meantime with [REDACTED]
[REDACTED] which are configured to suit the Customer's A/C configuration stated in this
Agreement, for the overhaul period [REDACTED] stated in Article 7.1 of this Agreement.

3. SCOPE OF SERVICES

3.1 WORK ORDER

For any Work/Service to be performed by the MRO hereunder, the Customer shall issue and send a WO to the MRO in electronic form based upon the terms and conditions of this Agreement. The terms of this Agreement shall be incorporated by reference into the WO. If there is a conflict between the terms of the WO and the terms of this Agreement, the terms of this Agreement shall prevail.

If such work order issued by the Customer is accepted by MRO, MRO confirms acceptance in writing by executing a written order acknowledgement.

The MRO shall [REDACTED] in accordance with Customer's WO and CMM.

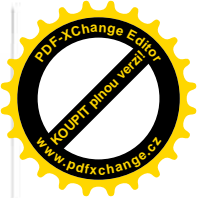
3.2 ROUTINE WORK

The following Services are included in the Overhaul Fixed Price ("Routine Work"):

[REDACTED] **Fixed price inclusions:**

[REDACTED]





[REDACTED]

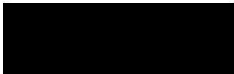
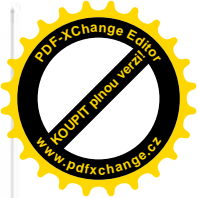
[REDACTED]

[REDACTED]	
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[REDACTED]	
[REDACTED]	
[REDACTED]	

3.3 ADDITIONAL WORK

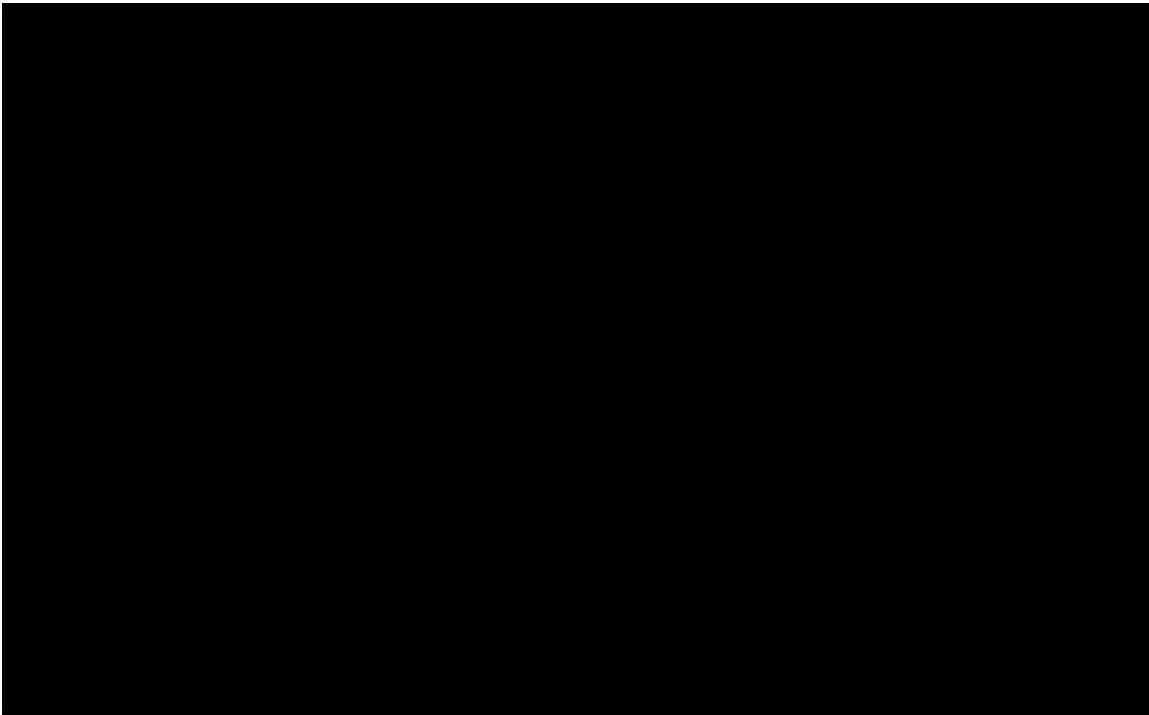
Subject to availability and in addition to the Routine Work and not covered by Fixed Price, MRO shall perform all other work that is required or in MRO's reasonable discretion – deemed necessary to regain airworthiness of [REDACTED] (“Additional Work”).





Fixed price exclusions:

In particular, Additional Work shall be, but is not limited to:

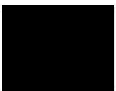
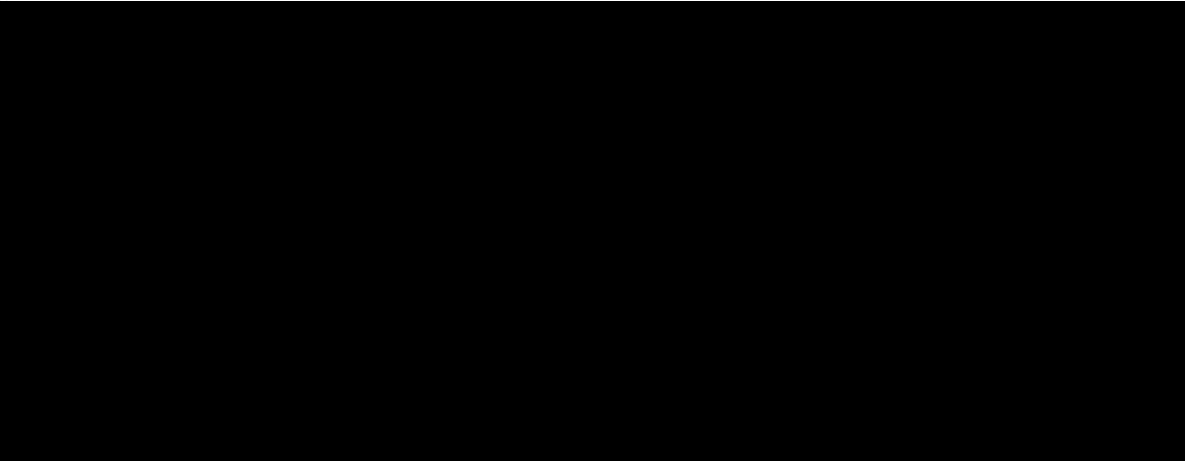


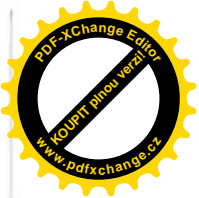
4. PRICES

4.1 FIXED PRICE FOR ROUTINE WORK:



4.2 TIME AND MATERIAL BASIS RATES





4.3 PENALTY

Delayed Delivery

In case of delayed Delivery to CSAT, as per Article 7.1 of this Agreement, the Customer will pay to MRO the contractual penalty as follows:

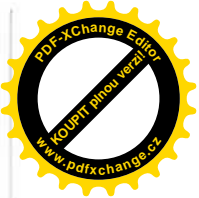
Criteria	Charges/Prices

Delayed Redelivery

In case of delayed Redelivery to the Customer, as per Article 7.1 of this Agreement, MRO will pay to the Customer the contractual penalty to the Customer's account as follows:

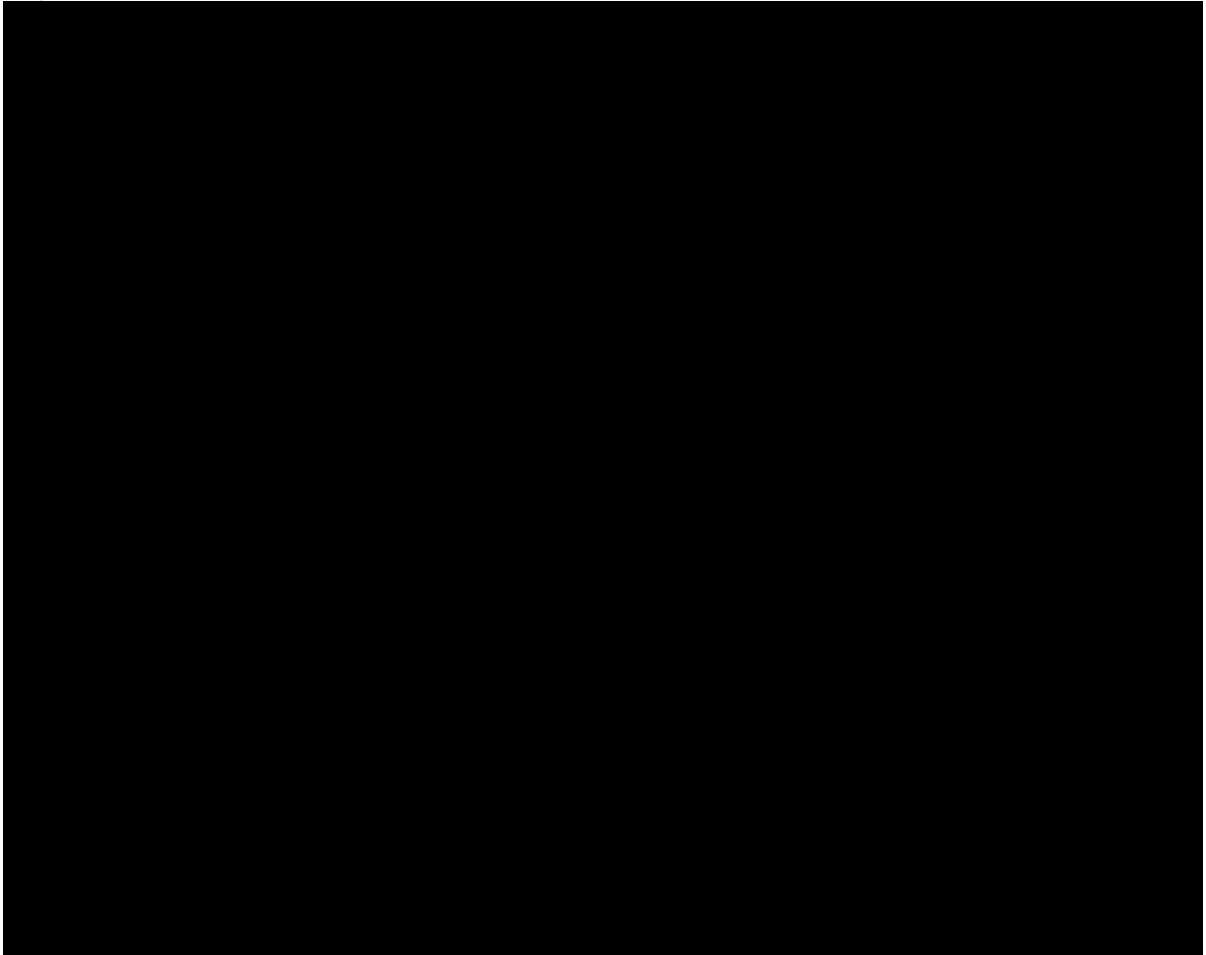
Criteria	Charges/Prices





5. PAYMENT TERMS

Payment terms shall be as follows:



All bank charges will be for the account of the Customer. Should payment be delayed beyond the payment term specified in this agreement, the MRO may charge from the Customer monetary damages equivalent



6. MATERIAL SUPPORT

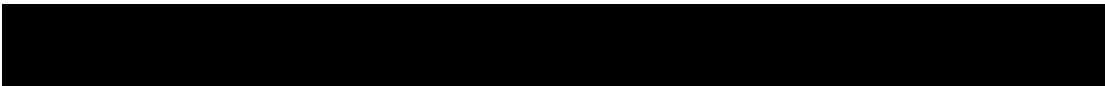
The MRO shall support the Customer with spare parts and consumable materials during maintenance event.

All new spare parts shall have certificates such as EASA Form 1 or FAA 8130-3.

All repaired/ overhauled spare parts shall have certificates EASA / FAA form (Dual release).

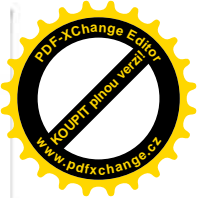
The MRO shall provide the Customer with a full Back to Birth traceability for Life Limited components and parts and get approval from Customer before installation.

Customer can deliver its own material item in term requested by MRO.



All material required [redacted] shall be supplied by the MRO until otherwise explicitly requested and agreed.





The approval cap for the material is [REDACTED]
 the Customer's prior written approval [REDACTED]
 single part.

No PMA Parts are allowed provided that for assembly, MRO has obtained Customer approval to use a PMA parts which approval will generally be given only for the installation of PMA parts manufactured iaw FAR Part 21.303 (or it's EASA equivalent) that are consumable parts such a gaskets, brackets and seals; any proposed repair, that has been approved by FAA DER other than OEM DER (or it's EASA equivalent) must be approved by Customer, prior to accomplishment.

7. MAINTENANCE SCHEDULE

7.1 [REDACTED]

[REDACTED] delivered/redelivered in accordance to following table.
 [REDACTED] (Time)

7.2 Guaranteed TAT

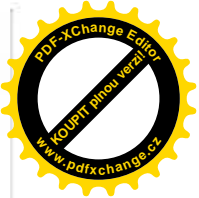
The guaranteed shop TAT for overhaul / repair of the [REDACTED] calendar days. The TAT shall commence on the date of [REDACTED] to the MRO's facilities.

The agreed TAT may be extended in case of force majeure in accordance with clause 13.

Any delay due to the Customer, such as late delivery to the MRO of [REDACTED] components, parts and/or material due to be supplied by the Customer, or being supplied on time are later found to be unserviceable or in not sufficient quantity, shall constitute an excusable delay on the MRO's side (Excusable Delay) and the MRO shall have no liability towards the Customer for such delay.

The Customer will provide the MRO with schedule of exact terms [REDACTED] which must be modified at least in a period of 1 (one) month before [REDACTED] from the aircraft.





8. WARRANTY AND QUALITY ASSURANCE

8.1 Warranty Period

Warranty period on services provided by MRO and its partners shall be a period of [REDACTED]

(the 'Warranty Period'), whichever occurs first.

8.2 Compliance with EASA/FAA requirements

All works within this Agreement shall be released for approval and certified in accordance with requirements of the EASA, FAA and BDCA.

8.3 Audit

The Customer and its legal authority may by prior written notice to the MRO and at the Customer's own cost, engage the MRO for purpose of auditing at the location of MRO facilities. Such notice shall contain a description of areas to be audited.

8.4 Customer's Representative

The Customer may send to MRO's maintenance base, one (1) representative for an agreed period of time during the performance of the Services. The Customer's representative shall be qualified and authorized to agree the performance of any work. MRO shall provide the Customer's representative with

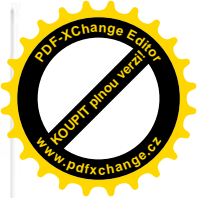
- (a) appropriate office space and
 - (b) access to communication facilities, at no costs involved for the Customer.
- The Customer shall pay all costs of such representative including travel and accommodation.

The Customer shall be responsible for all visas. At least four (4) weeks before arrival, the Customer shall give MRO details of the representative stating

- (a) name (family and first name)
- (b) date and place of birth
- (c) nationality and passport number
- (d) job title and
- (e) any other information that may be required by airport authorities, e.g. for access to facilities.

MRO shall reasonably support the Customer in obtaining permission to access to the facilities from the competent authorities; however MRO shall not be responsible if such permission is delayed or not granted.





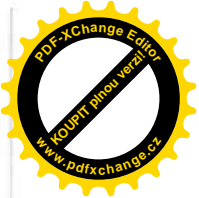
9. DELIVERY AND REDELIVERY ([REDACTED])

[REDACTED]

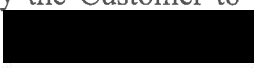
[REDACTED] Any costs associated with such transportation shall be borne by the Customer.

It shall be the shipping Party's responsibility to ensure that [REDACTED] [REDACTED] is shipped using the appropriate shipping containers according to ATA 300 specification.

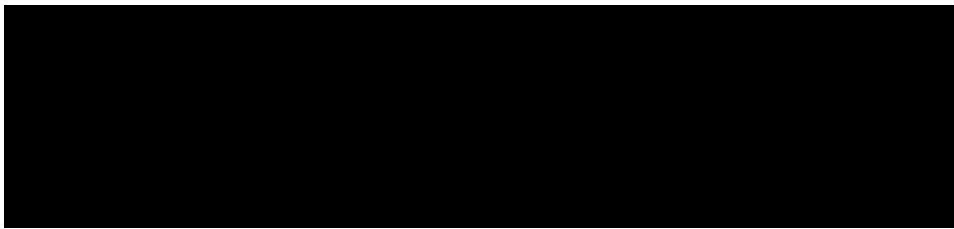




10. DOCUMENTATION

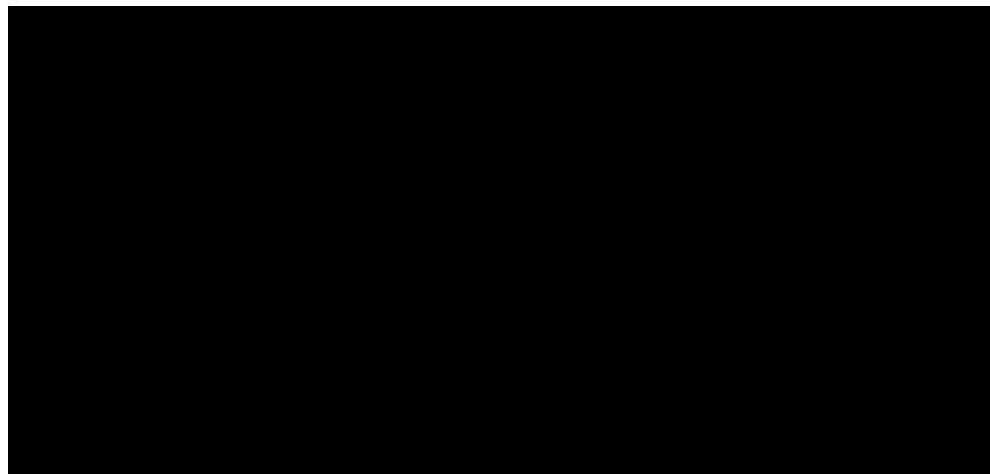
10.1 The following documentation shall be provided by the Customer to the MRO fourteen (14) calendar days before the delivery date 

-
-
-
-
-



10.2 All technical records shall be provided no later than 30 (thirty) calendar days after work release date and in paper and electronic form (PDF) and consist of (but not limited):

-
-
-
-
-
-
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-



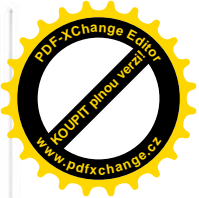
All technical records copy shall be provided during the maintenance event in electronic format PDF. There should be provided copy of all technical documentation till the end of maintenance event.

The MRO should provide components capability list and its update on regular basis.

The MRO shall provide scrap and inspection reports.

All technical records shall be provided in English.





11. SUBCONTRACTING

If any services to be performed under this Agreement

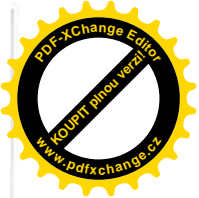
- (a) are usually or customarily performed by a third party or
- (b) have to be subcontracted to a third party because of their peculiarity or
- (c) cannot be performed by MRO for reason of its own operational convenience or
- (d) for any other reason, MRO may subcontract such services to a third party if they are an appropriately approved or accepted in written by the Customer, EASA and, if applicable FAA and/or National Authority Approval part 145 maintenance organization for the relevant services.

If MRO subcontracts any services, MRO is solely responsible to the Customer under and according to this Agreement.

12. LIABILITY

- 12.1 The Customer, its officers, directors and employees (the “Customer”) agrees to indemnify, defend and hold harmless MRO its directors, officers, agents, employees and Subcontractors from and against all claims, losses, liabilities, damages, costs and expenses (including without limitation, reasonable attorney fees) which MRO its directors, officers, agents, employees and Subcontractors may suffer or incur by reason of bodily injury of or property damage to third parties arising out of or in relation to the Services or otherwise in connection with this Agreement, except only to the extent caused by the gross negligence or willful misconduct of MRO.
- 12.2 MRO agrees to indemnify, defend and hold harmless the Customer its directors, officers, agents, employees and Subcontractors from and against all claims, losses, liabilities, damages, costs and expenses (including without limitation, reasonable attorney fees) which the Customer may suffer or incur by reason of bodily injury of or property damage to third parties arising out of or in relation to the Services or otherwise in connection with this Agreement to the extent caused by the gross negligence or willful misconduct of the MRO.
- 12.3 Notwithstanding the above each Party shall take responsibility for any death of or injury to its own employees unless caused by the other Party’s Negligence or willful misconduct.
- 12.4 MRO shall be responsible and liable for any loss of or damage to property of the Customer or injury to or death of any person to the extent caused by the gross negligence or willful misconduct of the MRO its directors, officers, agents, employees and Subcontractors.
- 12.5 Neither Party shall be liable for any indirect or consequential damages or losses, including, but not limited to, loss of profit. Neither Party shall be liable for any reason for special, indirect, incidental or consequential damages, such as but not limited to loss of revenues, loss of profits, loss of prospective





economic advantage or loss of use resulting from this Agreement. Neither Party shall be liable for punitive damages whatsoever.

12.6 The liability which cannot be limited or excluded under the applicable law shall not be limited or excluded.

12.7 Customer, its officers, directors, agents, contractors, and employees shall be liable for damages and losses caused by Customer, its officers, directors, agents, contractors, and employees of [REDACTED] loaned by MRO to Customer pursuant to this Agreement and/or in connection or relating to the use and / or operation by Customer of (i) the [REDACTED] loaned by MRO to Customer. Customer shall bear the risk of loss of the [REDACTED] and shall be responsible for loss of or damage to the [REDACTED] beyond normal wear and tear while the [REDACTED] in its custody.

13. FORCE-MAJEURE

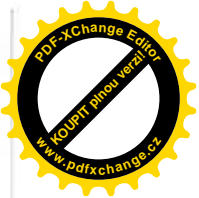
No Party shall have any responsibility for failure to perform any of its obligations completely or partially if such failure is as a consequence of circumstances beyond one's reasonable control (Force majeure) such as fire, natural calamities, war, military actions, blockage, industrial action, civil commotion, transport accidents, export and import prohibition, that arise after the execution of this Agreement.

If any of such Force Majeure event directly affects the delivery/ TAT period stipulated in the Agreement, then this delivery/ TAT period shall be correspondingly extended for the period of the duration of such Force Majeure event.

The Party which cannot fulfill its obligations because of such Force Majeure event shall notify the other Party in writing as soon as possible after the beginning of the event but no later than 10 (ten) days from commencement of such Force Majeure event. Such notification should advise the expected duration of the Force Majeure event.

If such Force Majeure events continue for more than 1 (one) month, the Customer and the MRO shall discuss the future of this Agreement. Should the Parties not come to an agreement, the Party not affected by the said Force Majeure event shall have the right to cancel this Agreement in full or with regard to the deliveries/ services affected by such Force Majeure event. This Party shall immediately inform the other Party of its decision.



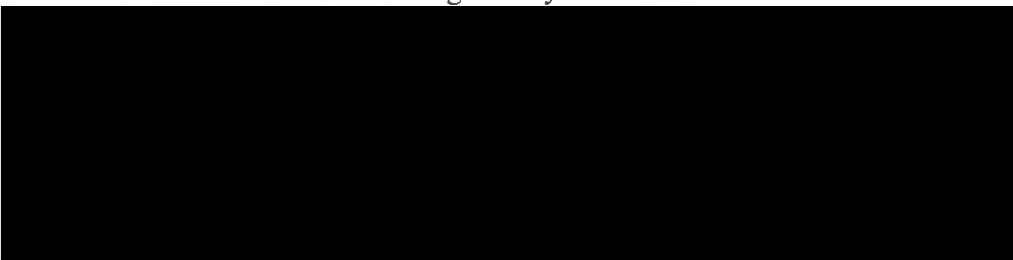


14. CONFIDENTIAL INFORMATION

- 14.1 The Parties shall not disclose confidential information or use the same other than for the purposes of performance of the obligations under this Agreement. Party that received confidential information will take any and all actions for its protection, with such actions being not less than those normally taken for protection of its own confidential information.

The information shall be deemed confidential if it is obtained for the purposes of performance of this Agreement and contains, without limitation, the following: commercial secrets, personal data, information protected by law, or information marked by the disclosing Party as “Confidential” or “Strictly Confidential” on the date of disclosure with full name and location data of the owner attached.

For the avoidance of doubt it is agreed by the Parties that the Customer as a



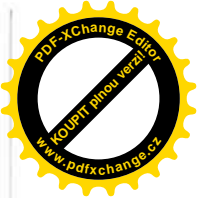
The Parties' obligations defined in this section shall be valid during the term of this Agreement and [redacted] thereafter.

- 14.2 Not later the date of this Agreement execution the MRO shall provide the Customer with the information about a chain of its all beneficiaries, including ultimate beneficiaries, and about members of its executive board in due form of Annex hereto, providing relevant supporting documents. In case of any changes in the chain of beneficiaries, including ultimate beneficiaries, or in the executive board, the MRO shall promptly notify the Customer of such changes, providing relevant supporting documents. In case of breach or refusal to perform this obligation the Customer may, unilaterally and without judicial procedures, repudiate the Agreement by giving written notice three (3) days prior to the date of termination.
- 14.3 The Parties have agreed that, pursuant to Czech public law (Act. No. 340/2015 Coll., Contract registration act) this Contract shall be published in Czech contract register and that all prices, serial numbers and part numbers and identification data of the Parties constitute commercial secret and shall not be published.

15. GOVERNING LAW AND JURISDICTION

- 15.1 This Agreement and any legal matters that may arise out of or in connection with this Agreement shall be subject to and construed exclusively in accordance with the laws of the Czech Republic excluding Czech law's conflict of law rules and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).





15.2 Any dispute, claim or controversy relating to, arising out of, or in connection with this Agreement, including any question regarding its formation, existence, validity, enforceability, performance, interpretation, breach, or termination, shall be finally resolved unless is previously resolved amicably, under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators, out of who one shall be appointed by each of the Parties and the chairman in accordance with the said Rules. The Parties hereby agree that this Agreement shall be governed by and construed in accordance with the laws of Czech Republic without regard to the conflicts-of-law provisions. Any and all disputes arising from this Agreement or in connection with this Agreement shall be submitted to a general court of competent jurisdiction vis-à-vis MRO within the meaning of Section 89a of Act No. 99/1963 Coll., the Rules of Civil Procedure, as amended.

16. INSURANCE

16.1. During the Term of this Agreement (and in respect of products liability insurance only, for a minimum period of [REDACTED] after the termination or expiration of this Agreement or upon redelivery of the Aircraft to the Customer, whichever occurs first), MRO shall effect and maintain at its own cost and in full force:

[REDACTED]

16.2 During the term of this Agreement and for a [REDACTED] after the termination or expiration of this Agreement or upon redelivery of the

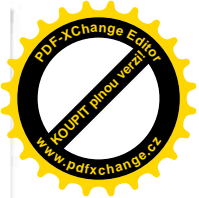
[REDACTED]

maintain at its own cost and in full force:

- a) Hull All Risks (including war risks) covering loss or damage of the Aircraft, on which LDG being the subject of the Services under this Agreement is installed, and
- b) Spares All Risks (including war risks) insurance covering engines and parts (including LDG being the subject of the Services under this Agreement and any other parts or items of Customer delivered to MRO) whilst not installed on the Aircraft (including transportation from the MRO's facility to the Customer's facility and vice versa, if such transportation is applicable), and
- c) Aviation Legal liability insurance with respect to the Aircraft (including to the extent available war and allied perils coverage in accordance with

[REDACTED]
Liability and General Third Party Liability (bodily injury/property damage) for a combined single limit of not less than [REDACTED]





one accident or occurrence and in the annual aggregate in respect of product liability and war and allied perils coverage or such higher amount required by applicable law.

The above liability insurance shall name MRO, its directors, officers, agents, employees and Subcontractors as additional insureds (hereinafter referred to as "Additional Insured") and hull and spares insurances shall provide that insurers waive any and all of their rights of subrogation against the Additional Insured, except in respect of claims caused by the Gross Negligence or the Willful Misconduct of the Additional Insured.

16.3 All the above insurances shall contain market standard provisions including, but not limited to:

- in respect of liability insurances required by paragraph 16.2. a provision that such liability insurances shall be primary and without rights of contribution from any other insurances which may be available to the Additional Insured and shall also contain a Severability of Interest Clause;
- a provision that the interest of the Additional Insured shall not be invalidated by any act or omission (including misrepresentation and non-disclosure) of any other person which results in a breach of any term, condition or warranty of the insurances;
- contain a thirty (30) Day written notice of cancellation (or seven (7) Days or such less period as may be available for War Risks Cover) and in case such notice is given, it shall be provided to the Additional Insured;
- a provision that the Additional Insured is not liable for the payment of any premium

16.4 Prior to the commencement of the Services under this Agreement, each Party shall provide to the other certificate of insurance issued by internationally recognized insurers or such other evidence reasonably satisfactory to the other that the insurance set out herein is and shall continue in full force and effect during the term of this Agreement.

17. TAXES AND DUTIES

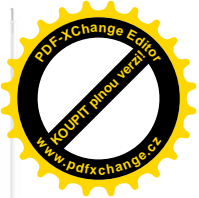
17.1 Customer's Tax Obligations

The Customer shall be responsible for any Taxes and/or levies imposed by any government authority of [REDACTED] arising out of or in connection with this Agreement, including Taxes and/or levies on the spares or otherwise arising in connection with transactions provided for in this Agreement.

All payments referred to in this Agreement are exclusive of any applicable [REDACTED] VAT or similar tax.

If according to the Russian tax legislation the services specified in this Agreement are subject to [REDACTED] and the Customer is required to withhold the [REDACTED] or other similar tax from amounts payable to the MRO, the value of services determined in the point of the Agreement will be grossed up for the respective amount of [REDACTED]





VAT. The grossed-up value of services shall be regarded as a VAT inclusive price. Such grossed-up amount shall be presented in the invoice of the MRO. [REDACTED] amount shall be withheld from the VAT inclusive price and settled / remitted to the [REDACTED]

The Customer shall also pay any import customs duties imposed by governmental authorities of [REDACTED] having jurisdiction

All payments made by the Customer to the MRO under this Agreement will be made in full and the Customer will not withhold from such payments any taxes, charges or duties levied in its territory, except where the Customer is obliged to make such withholding in accordance with the laws or regulations of its territory. In the case the Customer is required to withhold any taxes from the payment under the Agreement, prices stated in this Agreement shall be increased by the amount of applicable taxes and duties which may be applicable both now and in the future in the Customer territory so that the MRO receives a net sum equal to the sum which it would have received had no such withholding been required

The Customer undertakes to sign without delay any act of reception, document stating applicable VAT and further certificates that may be required, pursuant to the laws and regulations of its territory, so as to import the Engine, and fulfill its payment obligations toward the MRO. The Customer undertakes to obtain all necessary authorizations required by any authority within its territory for the performance of this Agreement, by application of the local regulations.

The Customer's obligation to pay such Taxes and duties shall survive the termination of this Agreement and shall remain in effect for the applicable statute of limitations.

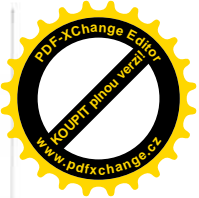
MRO hereby expressly represents and warrants to the Customer the following:

[REDACTED]

- [REDACTED]

- MRO maintains no office, branch, place of management or permanent establishment in [REDACTED]





18. TERM AND TERMINATION

18.1 Duration

This Agreement shall become effective from the date both Parties have signed it (“Effective Date”) and shall remain in full force and effect until fulfillment of the Parties obligations.

18.2 Termination

If any of the following events occur, either Party may terminate this Agreement with immediate effect by giving the other Party written notice:

- The other Party is in default in performing any of the terms and conditions of this Agreement and such default is not remedied within thirty (30) days after written notice of such default is given to the defaulting Party; or
- The other Party becomes insolvent, bankrupt, makes a general arrangement or assignment for the benefit of its creditors or commits an act of insolvency or bankruptcy or if a petition for its’ reorganization or the readjustment of its indebtedness is filed by or against it and such petition is not withdrawn, lifted or dismissed within thirty (30) days, or if a receiver, trustee or liquidator of all or most of its property is appointed.

Even if any such termination happens, each Party shall fulfill all obligations which accrued under this Agreement prior to the time that termination becomes effective and no such termination will prevent either Party from claiming against the order for breach of any obligations under this Agreement.

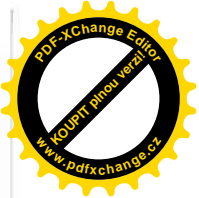
19. TRANSFER OF CUSTOMER’S RIGHTS AND OBLIGATIONS

The Parties have agreed that [REDACTED] and obligations of the Customer [REDACTED]

[REDACTED]

Aircraft Type	Description	Part Number	Serial Number
[REDACTED]			





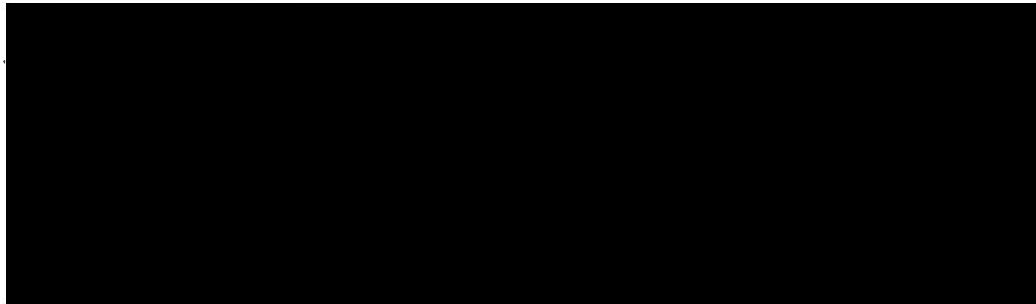
In order to effect the above mentioned transfer the Parties have agreed to sign the appropriate transfer certificate on the Transfer Date.

20. SIGNATURES

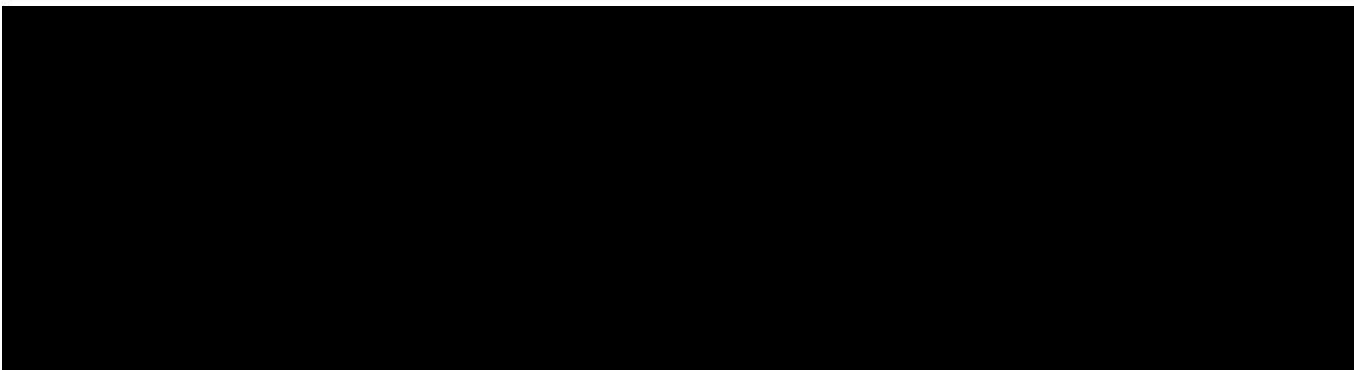
If any of the provisions of this Agreement is or will become or will be considered to be invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions of this Agreement, unless the mandatory provisions of the applicable laws set forth otherwise. The Parties covenant to replace as soon as practicable possible the invalid or unenforceable provision by a valid and enforceable provision which reflects the initial intent of the Parties.

IN WITNESS THEREOF Customer and MRO have caused this Agreement to be executed as of the day and year written below.

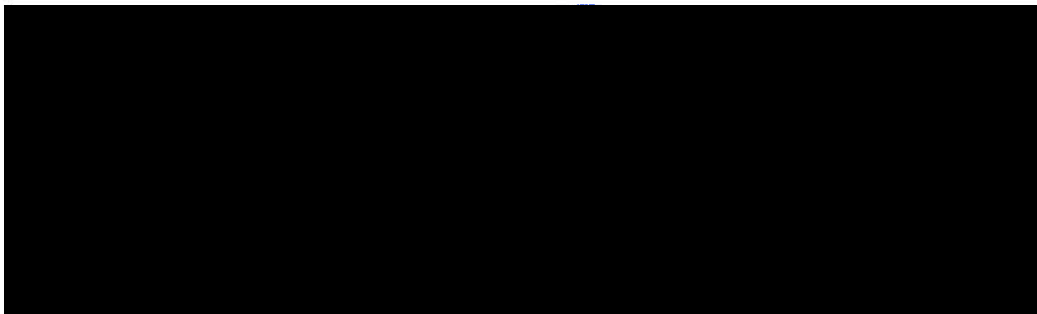
For and on behalf of

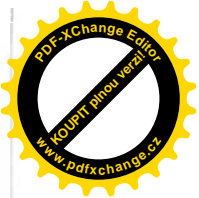


For and on behalf of



For and on behalf of





ANNEX A

LOAN LANDING GEARS

A.1 Background

As agreed by this Agreement the MRO shall provide the Customer with a [REDACTED]

Aircraft Type	Description	Part Number	Serial Number
[REDACTED]			

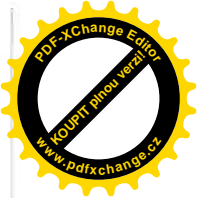
A.2 Delivery and Redelivery [REDACTED]

[REDACTED]

A.3 Loan Period

A.3.1 The loan period will commence when the [REDACTED]





A.4 [REDACTED] treatment

The Customer shall hold the [REDACTED] in good operating order and condition in strict accordance with the manufacturer's recommended maintenance procedures and shall return the [REDACTED] to MRO in the same condition as delivered to Customer, ordinary and reasonable wear and tear excepted. If for any reason the [REDACTED] are returned to MRO in a condition other than as delivered to the Customer, the Customer shall pay MRO all of MRO's expenses for correction of such condition. Such payment shall be due from Customer to MRO on demand. The Customer further agrees that it will not permit, without securing MRO's express written consent thereto in advance, any charges for modifications, alterations or additions to the [REDACTED]

If the [REDACTED] fail any aspect of the recertification process, Customer shall be responsible for the cost of repairs of damage caused by Customer during the loan term and/or maintenance as necessary to cause the [REDACTED] to meet requirements thus allowing recertification, provided that normal tear and wear applicable to airline cargo operation is accepted and MRO will demonstrate and prove that such a damage was not exist at a time of [REDACTED] Delivery.

A.5 Insurance

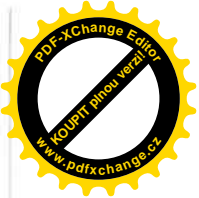
[REDACTED]

During the loan period (including transportation from the MRO's facility to the Customer's facility and back to the MRO's facility) the Customer shall at all times bear all risk of loss, damage, destruction, or confiscation of or to the Loan LDG, no matter whether the [REDACTED] is not installed to the Customer's Aircraft, the Customer is obliged to effect and maintain the following insurance:

- (a) Spares "All and War Risks" Insurance sufficient to cover full replacement value of the [REDACTED] to [REDACTED]
- (b) Aircraft Hull "All and War Risks" Insurance to be maintained by Customer covering the agreed value of the [REDACTED]. This Hull insurance policy shall be endorsed to name MRO as First Loss Payee with respect to the [REDACTED]
- (c) Aviation Legal Liability Insurance with respect to the Aircraft (including to the extent available war and allied perils coverage in accordance with [REDACTED] to cover, but not limited to Aircraft Third Party Legal Liability, Passengers, Baggage, Cargo and Mail Legal Liability, Products Legal Liability and General Third Party Liability (bodily injury/property damage) for a combined single limit of not less than [REDACTED] any one accident or occurrence and in the annual aggregate in respect of product liability and war and allied perils coverage or such higher amount required by applicable law.

The above liability insurance shall name MRO, its directors, officers, agents, employees and Subcontractors as additional insureds (hereinafter referred to as "Additional Insured") and hull and spares insurances shall provide that insurers waive any and all of





their rights of subrogation against the Additional Insured, except in respect of claims caused by the Gross Negligence or the Willful Misconduct of the Additional Insured.

All the above insurances shall contain market standard provisions including, but not limited to:

- in respect of liability insurances required above a provision that such liability insurances shall be primary and without rights of contribution from any other insurances which may be available to the Additional Insured and shall also contain a Severability of Interest Clause;
- a provision that the interest of the Additional Insured shall not be invalidated by any act or omission (including misrepresentation and non-disclosure) of any other person which results in a breach of any term, condition or warranty of the insurances;
- contain a thirty (30) Day written notice of cancellation (or seven (7) Days or such less period as may be available for War Risks Cover) and in case such notice is given, it shall be provided to the Additional Insured;
- a provision that the Additional Insured is not liable for the payment of any premium

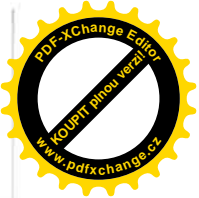
The Customer must supply a Certificate of Insurance issued by internationally recognized insurers or such other evidence reasonably satisfactory to the MRO evidencing the above requirements have been compiled with to the satisfaction of MRO prior to the Loan Period as specified under this Agreement. It is understood that supplying Certificate of Insurance which is compliant with the terms of this section is a material requirement of this Agreement. Failure of the Customer to supply compliant Certificate of Insurance in advance of the date of the Loan Period will be considered a breach of this section of this Agreement.

A.6 Warranty

The MRO warrants that the [REDACTED] or components thereof delivered to the Customer shall be free from defects in material and/or workmanship performed by the MRO and shall conform to applicable specifications. If any breach of this warranty shall occur within the term of the [REDACTED] after the [REDACTED] delivered to the Customer, the Customer shall give the MRO written notice thereof within thirty days after it has knowledge of such breach. The MRO shall, as promptly as possible after receipt of such notice, take at its own cost all such actions as may be reasonably necessary to repair or replace the defective component, including repair or replacement of any components that are not in compliance with applicable specifications.

The MRO shall, at no cost to Customer, pay round-trip costs of transportation for all components covered under warranty.





A.7 Documentation

The MRO shall provide the [redacted] with the following documentation:

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

The Customer shall [redacted] with the following documentation:

- [redacted]
- [redacted]





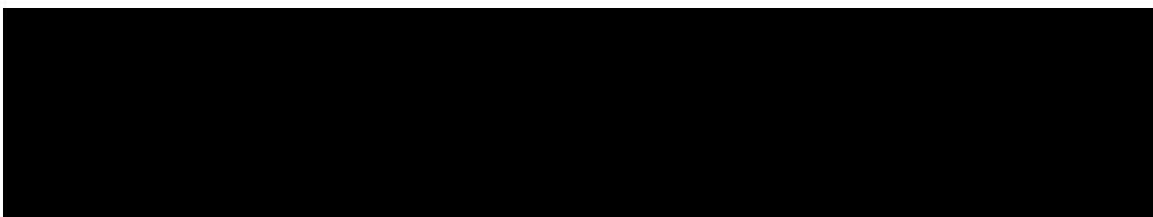
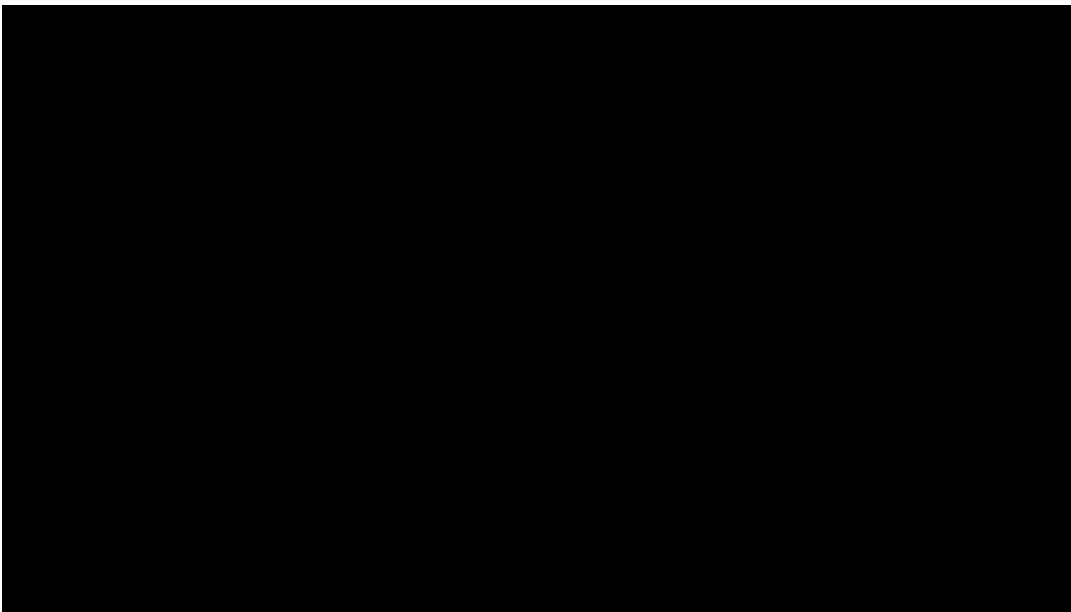
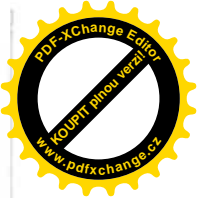
A.8 [redacted] l be delivered to the Customer in the following [redacted]

[redacted]

[redacted]

[redacted]





A.9 Delievery and Redelivery:

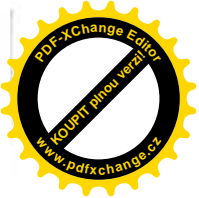
- On the Delivery Date Customer and MRO will sign Delivery certificate and, on the Redelivery Date – Redelivery Certificate

A.10 Title

The MRO hereby declares that it has full undisturbed and unlimited title to the [redacted] [redacted] shall at all times remain with the MRO, free from all liens and encumbrances other than any security interest created by or through the MRO and the Customer shall have no right, title or interest in or to the [redacted] except as permitted and authorised by this Agreement.

Replacement parts, added to the [redacted] all immediately become the property of the MRO and title to those replacement parts shall vest in the MRO free and clear of all liens, claims, encumbrances and rights of others and shall become part of the [redacted] and subject to all of the terms and conditions of this Agreement.

The Customer shall permit or procure permission for any persons designated by the MRO to enter with [redacted] notice at any reasonable time upon any premises or any aircraft where the [redacted] is situated to inspect the condition [redacted] and all relevant records and to take copies of the records.



The Customer shall not sell, offer for sale, assign, pledge, charge or otherwise deal with
[REDACTED] ne
[REDACTED] es

For and on behalf of

[REDACTED]

For and on behalf of

[REDACTED]

For and on behalf of

[REDACTED]

