



Ministry of Defense of the Czech Republic
Armaments and Acquisition Division

CASA C-295MW - Purchase Contract
Amendment no. 1

náměstí Svobody 471, Prague 6, 160 01, Czech Republic



**Amendment no. 1
to Purchase Contract No. 185210172
“CASA C-295MW”**

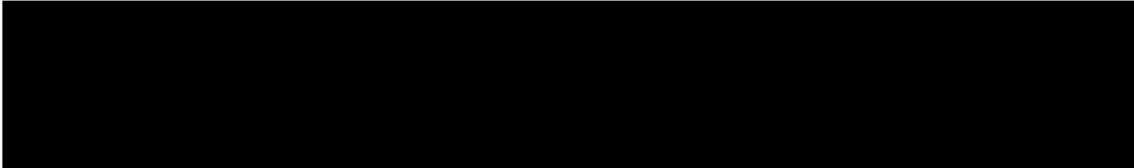
BUYER:

Czech Republic – Ministry of Defence

Registered office: Tychonova 1, 160 01 Praha 6, Czech Republic

Represented by: Lubor Koudelka, Deputy Minister for Armaments and
Acquisition Division

Office address: nám. Svobody 471, 160 01 Praha 6



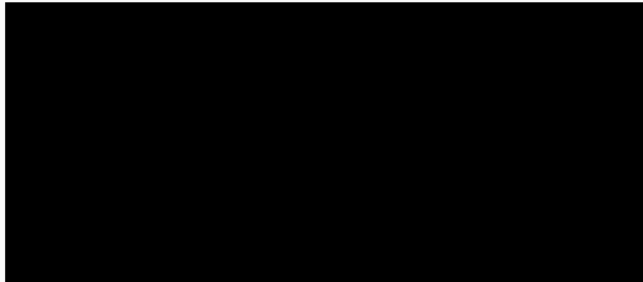
Representative in the contractual matters:



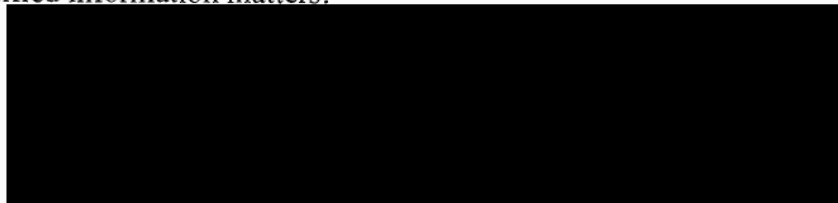
Representative in the organizational and financial matters:



Representatives in the technical matters:



Representative in the classified information matters:



Postal address:

Sekce vyzbrojování a akvizic MO
Odbor vyzbrojování vzdušných sil a logistiky
nám. Svobody 471, 160 01 Praha 6



AIRBUS DEFENCE AND SPACE, S.A. “sociedad unipersonal”

Registered at Commercial Register in Madrid at number general volume 530, Section 41, page No. M-10082

Registered office: Avenida de Aragón 404, 280 22 Madrid, Spain

Represented by: Alberto José Gutiérrez Moreno, Sole Director

Representative in the contractual matters:

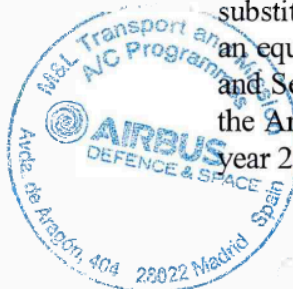
Representative in the organizational and technical and financial matters:

Postal address: AIRBUS DEFENCE AND SPACE, S.A.
Avenida de Aragón 404
280 22 Madrid, Spain

The BUYER and the SELLER according to Article 21.11 of the Contract no. 185210172, concluded on 16/12/2019 (hereinafter the “Contract”), agreed on concluding Amendment No. 1 (herein after referred to as the “Amendment”).

I. PURPOSE OF THE AMENDMENT

1. Purpose of this Amendment is to
 - a) allow the Buyer to execute advanced payment according to Article 5.3 of the Contract in the year 2020 in the amount of 20.205.506,59 EUR and in the year 2021 in the amount of 1.200.000,00 EUR for which is the Buyer entitled to remuneration in amount of 324 384,15 EUR (hereinafter the “Remuneration”). As per Article 5.3 of the Contract, the Parties may agree by a written amendment, as a substitute, that the Remuneration to the Buyer be replaced completely or in part, for an equivalent value and same legal effect, by the supply by the Seller of Supplies and Services to the Buyer. The exact use of the Remuneration will be described in the Amendment No. 2 to this Contract that shall be concluded until the end of the year 2022 at the latest (if the Amendment No. 2 to this Contract is not concluded in



the above-mentioned period, the Remuneration will be sent back to the Buyer's bank account without undue delay);

- b) modify the Contract in order to take into account the removal of the Warrior Radios implementation from the Contract because of the non-availability of the Warrior Radios to the Buyer caused by delayed performance of another concluded contract. The impact of the above-mentioned implementation will be dealt in Amendment No. 1 to the Contract No. 175210224.

II. SUBJECT OF THE AMENDMENT

1. Subject of this Amendment is to modify Annex 1 (*Technical Specification TEA-5-SP-180020, July 2019*) and Annex 4 (*Partial Prices and Payment Plan, July 2019*) of this Contract.

III. CHANGES AND ADDITIONS

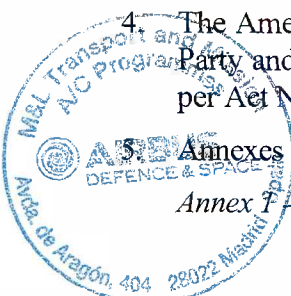
1. The text of Annex 1 (*Technical Specification TEA-5-SP-180020, July 2019*) of the Contract is deleted and replaced by Annex 1 (*Technical Specification TEA-5-SP-180020, May 2020*) of this Amendment.
2. The text of Annex 4 (*Partial Prices and Payment Plan, July 2019*) to the Contract is deleted and replaced by Annex 4 (*Partial Prices and Payment Plan, May 2020*) of this Amendment.

IV. MISCELLANEOUS PROVISIONS

1. This Amendment is drawn up in 2 copies comprising 5 pages each and 2 Annexes of 166 pages. Both copies have the same legal force. Each Party shall receive 1 copy.
2. Other provisions of the Contract not covered in this Amendment remain unchanged and remain in force without any changes.
3. The Contracting Parties declare that they are not aware of any facts which would preclude the conclusion of the Amendment, do not mislead each other and acknowledge that they fully bear all legal consequences resulting from the deliberately false information provided by them.
4. The Amendment shall enter into force on the day of its signing by the last Contracting Party and shall take effect on the day of its publication in the Register of Contracts as per Act No. 340/2015 Coll. on Register of Contracts, as subsequently amended.

5. Annexes of this Amendment:

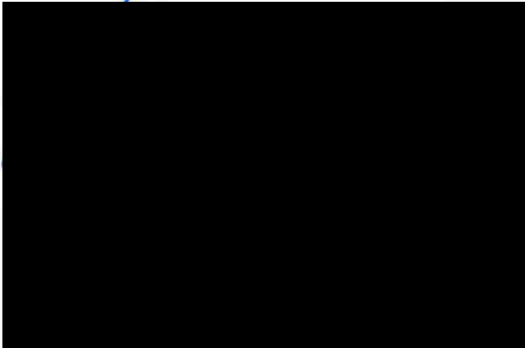
Annex 1 - Technical Specification TEA-5-SP-180020, May 2020



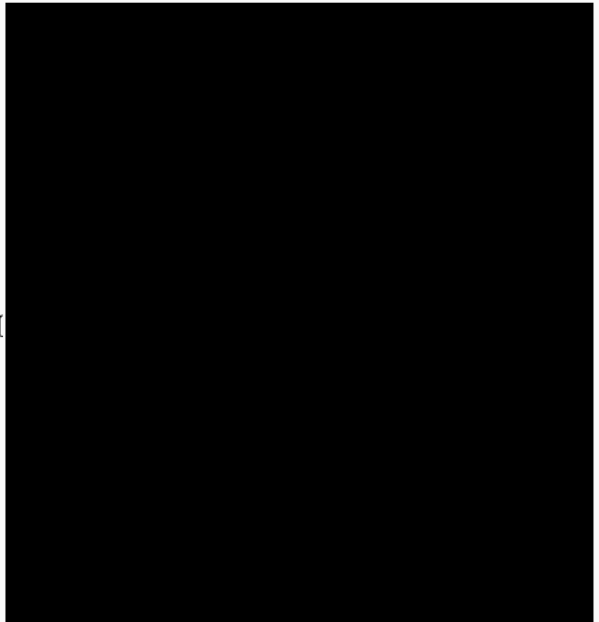
Annex 2 - Partial Prices and Payment Plan



Prague, on 24.11...... 2020



Madrid, on 26.11...... 2020



for the BUYER

