

Agreement No. of the Provider:
0215001021/1

Agreement No. of the User:

AMENDMENT. NO. 1 REGARDING AGREEMENT NO. 0215001021

(hereinafter as the „Amendment“):

- (1) Letiště Praha, a. s., a joint stock company organised and existing under the laws of the Czech Republic with its registered office at Prague 6, K Letišti 6/1019, Postal Code 160 08, Czech Republic, Company ID No: 282 44 532, VAT No.: CZ699003361, registered in the Commercial Register administered by the Municipal Court in Prague, Section B, File 14003,

banking connection: Citibank Europe., Bank account No.: 2052200409/2600 (IBAN CZ03 2600 0000 0020 5220 0409)

represented by: [REDACTED]
[REDACTED]

(Hereinafter as the “Provider” or “LP”)

and

- (2) **Deutsche Lufthansa AG**, a joint stock company organised and existing under the laws of the Germany with its registered office at Köln , Von-Gablenz Strasse 2-6, Postal Code 50679, Deutschland, VAT No: DE 122 652 565, registered in Amtsgericht Köln HRB 2168.

Acting through

Deutsche Lufthansa akciová společnost – organizační složka, with its registered office at Prague 2, Belgická 276/20, Postal Code 120 00, Czech republic, Company ID No: 18629857, VAT No: CZ18629857, registered in the Commercial Register administered by the Municipal Court in Prague, Section A, File 6918,

banking connection: Deutsche Lufthansa a.s. CITI Bank (2600)
bank account No.204 596 0100; IBAN CZ 2526000000002045960100

represented by: [REDACTED]
[REDACTED]

(Hereinafter as the “User”)

The Provider and the User are hereinafter also jointly referred to as the “Parties” or individually as the “Party

Preamble

Whereas:

- (A)** Parties has concluded the Framework Agreement on the Use of Apron Parking for Night -stop parking Flights at Prague/Ruzyne International Airport Agreement No. of the Provider: 0215001021 (hereinafter as the „Agreement“),
- (B)** The purpose of this Amendment is to change certain provisions of the Agreement in order to comply with Act no. 340/2015 Coll., on special conditions for the effectiveness of some contracts, publication of these contracts and register of contracts (hereinafter as the „Register of Contracts Act“).

Based upon Act No. 513/1991 Coll., Comercial Code, the parties has agreed to conclude the necessary modifications as follows:

I. AGREEMENT MODIFICATIONS

1.1 The provision of Art. 9.8 of the Agreement shall read as follows:

- 9.8 „Register of Contracts and Trade Secrets. The Provider notifies the User and the User acknowledges that the Provider 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 Provider 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 this Agreement and Supplemental Agreements in the register of contracts. Parties declare, that facts contained in this Agreement and/or Supplemental Agreements are not considered trade secrets regarding § 504 Act No. 89/2012 Coll., Civil Code.”

1.2 The provision of Art. 9.7 of the Agreement shall read as follows:

- 9.7 „Confidentiality. The Parties have agreed to consider all information received in connection with this Agreement, except the text of the Agreement itself, to be confidential. Without prior written consent from the other Party, neither Party may provide such information to any third party whatsoever, except for cases in which
 - 9.7.1 The Parties are obligated to do so under the law; and/or
 - 9.7.2 The information in question is already publicly available in accordance with the law or the Agreement; or
 - 9.7.3 Such information is provided to persons that are required by law to maintain confidentiality; or
 - 9.7.4 The other Party gives written consent for making specific confidential information accessible“

II. CONCLUDING PROVISIONS

- 2.1 This Agreement shall become valid and effective on the date of its signature.
- 2.2 Other provisions of the Agreement, which are not a subject of this Amendment, shall remain unaffected.
- 2.3 The Agreement has been prepared in five (5) counterparts, of which the Provider shall obtain three (3) copies and the User two (2) copy.
- 2.4 In witness whereof, the parties hereby affix their signatures to this agreement.

Date:
On behalf of the Provider:

Date:
On behalf of the User:

Signature: _____
Name: [REDACTED]
Position: [REDACTED]
[REDACTED]
[REDACTED]

Signature _____
Name: [REDACTED]
Position: [REDACTED]
[REDACTED]

Signature: _____
Name: [REDACTED]
Position: [REDACTED]
[REDACTED]
[REDACTED]

Signature _____
Name: [REDACTED]
Position: [REDACTED]
[REDACTED]