



Ministry of Defense of the Czech Republic
Armaments and Acquisition Division

CASA C-295MW - Purchase Contract
Amendment No. 4

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

Amendment No. 4
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
Reg. No.: 60162694
VAT reg. No.: CZ60162694
Bank: ČNB, Branch 701, Na Příkopě 28, 110 03 Praha 1
Bank account No.: 404881/0710

Representative in the contractual matters:

Representative in the organ

Representatives in the techn

Representative in the classif

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

and

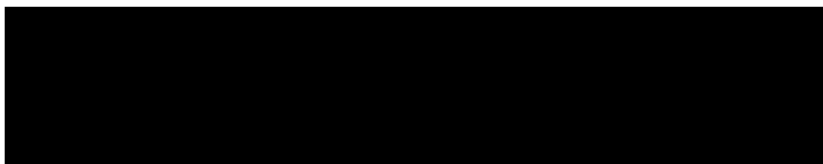
SELLER:

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

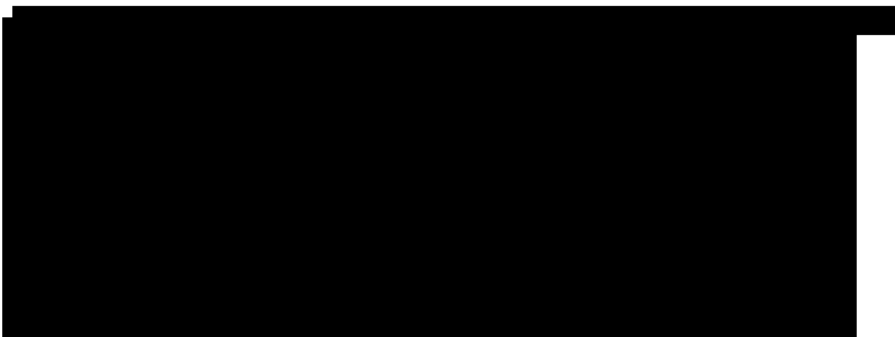
Registered at Commercial Register in Madrid at number general volume 530, Section 41, page No. M-10082

Registered office: Avenida de Aragón 404, 280 22 Madrid, Spain
Represented by: Alberto José Gutiérrez Moreno, Sole Director
VAT reg. No.: ES A-28 006104
Bank No. 1: JP MORGAN CHASE BANK N.A., Sucursal en España
Bank account No. 1: IBAN ES1601510001670099028500
Bank No. 2: Deutsche Bank
Bank account No. 2: IBAN ES2100190020974360000025

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 (herein after referred to as the “Contract”), amended with Amendment No. 1 on 27/11/2020, Amendment No. 2 on 30/04/2021, and Amendment No. 3 on 22/07/2021, agreed on concluding Amendment No. 4 (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 another advanced payment according to Article 5.3 of the Contract in the year 2021 in the amount of **29.839.411,52 EUR** for which is the Buyer entitled to remuneration in amount of 218.623,98 EUR (hereinafter the “Remuneration”). This advanced payment shall be payed until November 30, 2021 in the following manner: 24.529.409,66 EUR shall be payed to the

Deutsche Bank Account and 5.310.001,86 EUR shall be paid to the JP Morgan Chase Bank Account. 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, which amounts to a total of 546.720,58 EUR for all advanced payments, 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 subsequent amendment to this Contract that shall be concluded until the end of the year 2022 at the latest (if the amendment to this Contract for the use of the Remuneration 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 Annex 4 (*Partial Prices and Payment Plan*) of this Contract in order to take into account the advanced payment by which the remaining financial balance for the purchase of Aircraft and related IPL and GSE under the Contract is paid off.

H.

SUBJECT OF THE AMENDMENT

1. Subject of this Amendment is to change the Contract header and to modify Annex 4 (*Partial Prices and Payment Plan*) of the Contract.

III.

CHANGES AND ADDITIONS

1. The information about the Seller in the Contract header is deleted and replaced by the information about the Seller stated in the Amendment header.
2. The text of Annex 4 (*Partial Prices and Payment Plan*) to the Contract is deleted and replaced by Annex 1 (*Partial Prices and Payment Plan*) of this Amendment.

IV.

MISCELLANEOUS PROVISIONS

1. This Amendment is drawn up in 2 copies comprising of 5 pages each and 1 annex comprising of 2 pages. Both copies have the same legal force. Each Party shall receive 1 copy. This Amendment is concluded in the English language.
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 - Partial Prices and Payment Plan (Annex 4 of the Contract)

Prague, on November 19 2021



Madrid, on November 24 2021

