



Air Navigation Services of the Czech Republic

Purchase Contract

“Aircraft Cessna 560 XL”

(hereinafter referred to as the “**Contract**”)

concluded pursuant to Section 2079 et seq. of the Act. No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the “**Civil Code**”)

1. Parties

Air Navigation Services of the Czech Republic (ANS CR),

A state enterprise incorporated under the laws of the Czech Republic,
having its registered office at: Navigační 787, 252 61 Jeneč, Czech Republic,
Company Identification Number: 49710371
VAT Identification Number: CZ699004742
IBAN: CZ690300000000117540633
Account Number: 117540633/0300
SWIFT code: CEKOCZPP

Registered in the Commercial Register administered by the Municipal Court in Prague, under
Ref. No.: Section A, Insert 10771,
Represented by: Mr. Jan Klas, Director General

(hereinafter referred to as the “**Seller**”)

and

Airstream a.s.

a company incorporated under the laws of the Czech Republic,
having its registered office at: K letišti 549, Ruzyně, 161 00 Praha 6, Hangár C
Registered in the Commercial Register administered by the Municipal Court in Prague, under
Ref. No.: Section B, Insert 12288,
Represented by Mr. Robert Kallista

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VAT Identification Number: CZ27950468
Company Identification Number: 27950468

(hereinafter referred to as the “**Buyer**”)

each individually referred to as a “**Party**” or collectively as the “**Parties**”

2. Subject Matter

- 2.1 Upon the terms and conditions herein contained, the Seller undertakes to deliver the Buyer Aircraft Cessna 560 XL equipped with the Flight Inspection System (hereinafter referred to as "**the Aircraft**") and to enable the Buyer to acquire the ownership to the Aircraft.
- 2.2 Specification of the Aircraft:
- | | |
|------------------------------|-------------------------------------|
| Aircraft model | Cessna 560 XL |
| Serial Number | 560-5183 |
| Registration Mark | OK-CAA |
| Year and place of production | 2001, Wichita KS, USA |
| Start of operation year | 2001 |
| Installations under STC | UNIFIS Flight System, Printer Stand |
- 2.3 Detailed specification of the Aircraft is described in Annex No.1 to this Contract.
- 2.4 The Seller undertakes to provide the Buyer with all the documentation and certificates related to the Aircraft.
- 2.5 The Buyer hereby undertakes to pay the Seller for the Aircraft under the terms and conditions defined hereafter. The price of the Aircraft is given in Article 3 of this Contract.

3. Price of the Aircraft

- 3.1 The contractual price is fixed according to the Price Act No. 526/1990 Coll., as amended. The contractual price of the Aircraft covers all items described in Annex No.1 to this Contract and includes VAT.
The contractual price of the Aircraft is **57 266 880** CZK including 21 % VAT.
(in words: fifty-seven million two hundred sixty-six thousand eight hundred eighty Czech crowns).
- 3.2 The contractual price as stated in article 3.1 of this Contract covers all costs, charges and all other expenses related to the performance of this Contract and covers all other services and rights.
- 3.3 VAT is charged in accordance with the Value Added Tax Act, as amended, no. 235/2004 Sb.

4. Payment Terms

- 4.1 The payment to the Seller under this Contract shall be made in CZK free of any bank charges, in favour of the Seller to its bank account which is specified in Article 1 of this Contract. The Buyer will pay the contractual price as follows.
- 4.1.1. Surety payment in amount of 2 000 000 CZK was paid in advance to the electronic auction and deposited on the bank account number specified in Article 1 of this Contract on the Seller's side, with reference VS 1592021008, Specific Symbol: (Buyer's Tax Identification Number) and will be set off against the contractual price.
- 4.1.2. The remaining part of contractual price in amount of **55 266 880** CZK shall be paid within 30 days from the signing of this Contract.
- 4.1.3. Upon receipt of the payment the Seller will issue an invoice with the confirmation of receiving of the contractual price. The invoice shall be sent to the Buyer's address given in Article 1 of this Contract. The invoice shall include data required by the provisions of the Value Added Tax Act.

5. Date of handover

- 5.1 The Seller shall hand over the Aircraft to the Buyer not later than 30 calendar days from the day when the whole price will be paid according to article 4.1.2 of this Contract.

6. Place of handover

- 6.1 The place of handover of the Aircraft to the Buyer is ANS CR, Hangar B, zone SRA, Vaclav Havel Airport, Prague 6, Czech Republic.

7. Taxes

- 7.1 The Seller declares that it is a tax resident of the Czech Republic.
- 7.2 The Buyer declares that it is a tax resident of the Czech Republic.
- 7.3 The Seller declares that it is registered as a VAT taxpayer in the Czech Republic under registration number CZ699004742.
- 7.4 The Buyer declares that it is registered as a VAT taxpayer in the Czech Republic under registration number CZ27950468.
- 7.5 The Seller shall bear no responsibility for the performance of the Buyer's obligations towards tax authorities of the Czech Republic.

8. Ownership right and risk of damage

- 8.1 The risk of damage to the Aircraft shall pass to the Buyer on its EXW delivery as per INCOTERMS 2020.
- 8.2 The ownership right shall pass to the Buyer at the same date as EXW delivery.

9. Legal defects

- 9.1 The Seller declares that the Aircraft shall be handed over to the Buyer free of any legal defects, including defects under copyrights, patent or industrial rights of third parties.

10. Termination

- 10.1 Either Party shall have the right to terminate this Contract by operation of law without necessity of to give a ruling in the event that the other Party has failed to fulfill any of its obligations under this Contract and such failure has lasted for more than ninety (90) days. In such a case, termination shall become effective upon the receipt of the written notice by other Party. The notification shall be made by way of a written form.
- 10.2 The Seller is entitled to terminate this Contract in the event that the Buyer is in default with the payment of the contractual price for more than 10 days. In case of termination for this reason, the Seller has right to retain surety payment in amount of 2 000 000 CZK as contractual penalty. In case of termination for this reason, the Seller has right to sell the Aircraft to another bidder.
- 10.3 Either Party shall be entitled to terminate this Contract if the other Party is bankrupt in accordance with its national law.
- 10.4 In case of termination for any reason whatsoever, the Parties shall try to establish a liquidation settlement by mutual agreement; failing such an agreement, the provisions of Article 13 hereafter shall apply.
- 10.5 Any termination for any reason whatsoever shall not affect debts already payable between the Parties with respect to the completed part of this Contract.

11. Force Majeure

- 11.1 The Parties agreed that they are not liable for failing to meet all or some of the provisions hereunder, if such failure was caused by an event of force majeure. However, the Party affected by an event of force majeure shall perform its obligations hereunder as soon as the effects of an event of force majeure cease. All the terms hereunder shall be postponed for a period equal to the time when an event of force majeure lasted. The Party affected by an event of force majeure shall notify the other Party as soon as possible after any occurrence thereof.
- 11.2 Should force majeure consequences last provably for more than three months, any of the Parties hereto is entitled to withdraw from this Contract and any Parties' claims shall be settled in a way not to cause undue benefit to any Party hereto.
- 11.3 Termination of this Contract in accordance with the above will not affect the debts already payable between the Parties.

12. Other Provisions

- 12.1 The Parties acknowledge and expressly agree within the meaning of Section 2095 of the Civil Code that the Seller shall hand over the Aircraft to the Buyer as used and worn by its normal use. Detailed specification and level of wear and tear of the Aircraft is described in Annex No.1 to this Contract.
- 12.2 The Buyer expressly acknowledges and agrees with specification and level of wear and tear of the Aircraft. The Buyer does not have the rights arising from the defective performance related to the wear and tear of the Aircraft.
- 12.3 By signing this Contract the Buyer acknowledges that it is not authorized to disclose or disseminate any information which could affect the security of civil aviation, namely due to requirements for maintaining security in civil aviation resulting from the relevant legislation (in particular the ICAO Annex No. 17) and imposing on air navigation service providers to take appropriate actions as a base to provide safeguarding of civil aviation against acts of unlawful interference. Particularly, the Buyer shall not anyhow reproduce and redistribute any information acquired in connection with the performance thereof.
- 12.4 The Buyer acknowledges that the Seller is obliged to publish this Contract and associated information and documents related to the performance under this Contract pursuant to the Act No. 340/2015 Coll., on the Register of Contracts, as amended, and Act No. 106/1999 Coll., on Free Access to Information, as amended. When this Contract is published in the Register of Contracts, in particular the following information contained in this Contract shall not be provided: Buyer's bank account details and signatures on the Contract.
- 12.5 The Buyer and Seller shall comply with personal data protection rules pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), i.e. GDPR Regulation, and pursuant to other generally binding legal regulations on personal data protection. More information on data protection on the part of the Seller is available on <http://www.rlp.cz/en/company/dataprotection/Pages/default.aspx>
- 12.6 No change, alteration, modification or addition to this Contract shall be valid unless made in writing and properly executed by the Parties hereto.
- 12.7 The Buyer shall comply with the rules of the entry of external entities to the premises and objects of the Seller. The obligations of the Buyer regarding the entry of external entities to the premises and objects of the Seller are specified on the following website:
<http://www.rlp.cz/en/company/Pages/Entry.aspx>
- 12.7.1. In case of breach of the rules of entry of external entities according to the Article 12.7 of this Contract, the Buyer shall pay the Seller a contractual penalty of 10 000 CZK (in words: ten thousands Czech Koruna) for each individual breach.

13. Settlement of disputes

- 13.1 Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach, termination or invalidity therefore, which cannot be settled by the Parties in a friendly manner, shall be finally settled under the appropriate court of the Czech Republic. The Parties agree that a court of Seller's registered office shall be considered appropriate.
- 13.2 The language to be used in a trial and award shall be Czech.
- 13.3 This Contract is governed by Czech law.

14. Final Provisions

- 14.1 Any amendment and alteration of the Contract can only be made in writing, based on agreement of both Parties, and have to be signed by authorized representatives of both Parties hereto.
- 14.2 This Contract has been signed by duly authorised representatives of the Parties in 5 (five) original counterparts in English, of which each Party receives two (2) counterparts and one (1) counterpart is addressed to Aircraft Register of Czech Republic.
- 14.3 The Parties agree with the content of this Contract, and in witness of their free and serious will they have caused this Contract to be executed by their duly authorized representatives.
- 14.4 This Contract shall be valid upon signature by the Buyer and the Seller and shall enter into force on the day when it is registered in the Register of Contracts according to Act. No. 340/2015 Coll., on the Register of Contracts, as amended.
- 14.5 The integral parts of this Contract are:
Annex No.1 – Technical specification

Aircraft identification:

Aircraft model	Cessna 560 XL
Serial Number	560-5183
Registration Mark	OK-CAA
Aeroplane Category	Commuter
Year and place of production	2001, Wichita KS, USA
Start of operation year	2001
Number of crew members	2
Supplemental Type Certificates	STC EASA.A.S 03112 a 03535
Installations under STC	UNIFIS Flight System, Printer Stand

Aeroplane repaired by the Textron Company after tug damage. No other damages.

Basic technical data:

Maximum operational Airspeed VMO :	
From the Sea Level to 8000 ft (2438 m)	260 KIAS
From 8000 ft (2438 m) to 26,515 ft (8082 m)	305 KIAS
Range	AFM Section IV, Performances
Maximum operational altitude	45 000 ft. (13 716 m)
Climb Performance	AFM Section IV, Performances, Takeoff

Dimensions:

Wing Span	55 ft 8 in (16.97 m)
Length	51 ft 10 in (15.80 m)
Height	17 ft 2 in (5.23 m)
Wing Area	369.7 sq ft (34.4 sq m)

Weights (Masses):

Maximum Design Takeoff Weight	20,000 Pounds (9072 kg)
Standard Empty Weight	12,915 Pounds (5858 kg)

Registration Marks, Owners and Operators

G-CFRA, London Executive Aviation Ltd.(LEA) Stapleford AP, GB 2001-2003

G-IAMS, Three operators: Chauffair Ltd. Farnborough AP, GB
 Cirrus Aviation Ltd. Farnborough AP, GB



AMSAIR C/O LEA, Stapleford AP, GB

2003 to 2007

OK-CAA, Civil Aviation authority of the Czech Republic (2007 till 31.12. 2011)

Air Navigation Services of the Czech Republic (ANS), Navigační 787, 252 61 Jeneč (from 2012)

Passenger Transport:

Maximum number of passengers: Eight without Special Equipment

Flight Recorders:	FDR Unit – MFDAU	2231230-5A,
	Recorder FDR	980-4700-025
	CVR	8200-0012-00
	CVR Control Unit	5251-1120-00

Aeroplane modified for the calibration of Ground Navigation Aids. Passenger transport with Special Equipment prohibited.

Airframe:

Time since new (TSN)	5997 flight hours
Cycles since new (CSN)	3959 landings

LH Engine PW 545A

Serial Number	DB0373
Production Year	2001
Manufacturer	Pratt & Whitney of Canada, Inc.
TSN/CSN	5850 hours / 3890 cycles
Time since overhaul (TSO)	877 hours
Cycles since overhaul (CSO)	409
The last overhaul	1 st , 1 st November 2017

RH Engine PW 545A

Serial Number	DB0416
Production Year	2001
Manufacturer	Pratt & Whitney of Canada, Inc.
TSN/CSN	5850 hours / 3890 cycles

Time since overhaul (TSO) 877 hours
Cycles since overhaul (CSO) 409
The last overhaul 1st, 1st November 2017

Time between overhauls (TBO) of both engines: 5000 hours

Auxiliary Power Unit (APU) RE100(XL)

Serial Number 040681011
Production Year 2001
Manufacturer Honeywell
TSN/CSN 1676 hours/4032 cycles

Maintenance:

Airframe Line Maintenance: Textron Düsseldorf
Operator ANS, CZ.145.0077
Base Maintenance: Textron Düsseldorf EASA/FAA Part 145 approved
Airframe, engines, APU
Special Equipment Maintenance: NSM A.S. Gardermoen, Norway
During operation period

Maintenance of Special Equipment installation according to Supplemental Maintenance Manuals, STC EASA A.S. 03112 and 03535.

The last Scheduled and Unscheduled Maintenance according to Document 06 and 11 completed on 9th August 2021

Continuing Airworthiness: Cessna Citation European Service Center Aéroport de Paris Le Bourget, France, EASA approval FR.CAMO.0020, earlier FR.MG.0282

Equipment:

FMS: 2x UNIVERSAL UNS – 1 Csp + 1x SSDTU

ADS-B not equipped

NAV computers (CAT II) ICS-615 7017000-96 7017000-97



COM UNIT: 2x 7510700-764
XC-833 7510784-835
XS-825F 7517400-912
TR-833 7510763-901

NAV UNIT: LH 7510100-731 RH 7510100-733
DM-850 7510184-902 7510184-902
NV-850 7510134-731 7510134-731
DF-850 7510114-901 7510114-901
XN-850 7510164-921 7510164-921

AZ-850 2x 7014700

Special Equipment NFIS: UNIFIS 3000: Calibration of Ground Navigation Aids

Manufacturer: NSM A.S. Gardermoen, Norway

Printer Stand – Manufacturer: Air Alpha, Odense, Denmark, company does not exist yet.

Auxiliary Audio Panel: HONEYWELL AV-850



