

ANNEX 2 - LOCATION AGREEMENT

To the Aviation Fuel Supply Agreement Between Buyer and Seller dated 10th of July 2019

Location:

Leoš Janáček Airport Ostrava (OSR)

Buyer:

Air Navigation Services of Czech Republic

Seller:

Baltic Ground Services CZ s.r.o.

Quality:

The Fuel supplied will meet one of the specifications:

- ASTM Standard Specification D 1655 for Aviation Turbine Fuels Jet A / Jet A-1 latest issue;
 British Ministry of Defence Standard DEF STAN 91-91 Turbine Fuel, Aviation, "Kerosene Type",
- Jet A-1,, latest issue;

 Canadian specification Can/CGSB-3.23-97, Aviation Turbine Fuel Jet A / Jet A-1, latest issue.
- Chinese No. 3 Jet Fuel (GB438, GB1788 and GB6537)
- Russian Fuels RT + TS-1 (GOST 10227-86) & Jet A-1 (GOST R52050)

Quantity:

Up to 10 metric tons / year (contract duration).

Price:

catendar week working days shall be used for calculation of the price.

Term of agreement:

From 01st of August 2023 until 31st of July 2024.

Invoice mode:

Invoices shall be issued and payment shall be effected in Czech Korunas (CZK).

Payment terms:

Credit 14 (fourteen) calendar days from the invoice. If the Buyer fails to execute payment until the due date, the Seller is entitled to apply penalties on the overdue amount at the rate of 0,05% per each calendar day of delay.

Credit limit and financial

liability:

- 1. The Seller may extend to the Buyer a trade credit, the limit and validity of which shall be indicated by the Seller in a separate written notice and the Buyer shall assume the financial liability in the amount of the extended credit.
- 2. For the purpose of due execution of Item 1 of this Annex, the Buyer shall:
 - a. Provide the following information to the Seller at its request:
 - Within 25 (twenty five) calendar days following the end of the half-year reporting period a non-audited statement of the Buyer's financial position (balance sheet) and its profit (loss) statement;
 - ii. Within 4 (four) months following the end of the financial year an audited set of annual financial statements:
 - Provide the Seller with any other information needed for proper performance of the Contract;
 - iv. Acknowledge that the Seller has the right, in accordance with applicable laws, to check at its own discretion all data related to the activities and financial credibility of the Buyer in order to estimate the financial risk of trade credit to be granted (or already granted) to the Buyer and possible changes in the level of risk.
- 3. The Seller shall decide on the trade credit limit based on the Buyer's liquidity, structure of its assets, operational efficiency, net capital turnover, competitiveness, recommendations from trading partners and other third parties, other important and objective reliability criteria. The Seller shall reduce the trade credit limit in 15 (fifteen) calendar days upon notice to the Buyer if the Buyer fails to present additional guarantees as required by Item 4 of this Annex (except when the Buyer is indebted to the Seller or third parties, or information is received about the provisional security measures imposed on the Buyer, seizure of its assets or similar circumstances that may have material impact on the solvency of the Buyer).
- 4. If the Seller has reasons to believe that the trade credit limit does not correspond to the Buyer's solvency, the Seller may demand additional guarantees to secure proper performance of the Aviation Fuel Supply Agreement by the Buyer. The Buyer shall present additional guarantees within a reasonable period of time acceptable to the Parties.
- If the Seller does not receive additional performance guarantees within the established period of time, the Seller shall have the right to reduce the amount of trade credit and/or suspend the sale

of fuel until the Buyer reduces its debts to a level acceptable to the Seller or to set shorter payment terms for the supplied fuel (e.g., before the expiry of guarantees), or to terminate the Aviation Fuel Supply Agreement within 10 (ten) calendar days upon prior written notice to the Buyer.

- If the Buyer uses the trade credit, the Buyer shall, for the purpose of the Aviation Fuel Supply Agreement, allow the Seller to access all documents constituting the set of financial statements to evaluate the financial standing of the Buyer.
- Throughout the Aviation Fuel Supply Agreement, the Buyer shall not exceed the credit limit (i.e., the Buyer shall make sure before the start of the fueling services that the credit limit is sufficient for the fueling services and if the Buyer has exceeded or may possibly exceed the credit limit, the Seller shall have the right to suspend the provision of fueling services to the Buyer until the Buyer's indebtedness is reduced to a level that does not exceed the credit limit or is covered by the available credit or by additional payment made by the Buyer.

Invoice frequency:

After each uplift.

Remarks:

At the moment of signing of this Agreement these numbers are fixed:

VAT 21 % - applied for internal flights and private flights.

Seller and Buyer shall hold, issue and deliver relevant documents in accordance with the tax laws and regulations applicable at sale date to sale of Aviation Fuel with end-use-based excise exemption

and VAT zero-rating

121,00 CZK/metric ton - Airport infrastructure charge; 8,45 CZK/L15 - excise duty

Date:

15th of June 2023.

