

ANS CR

ACG

CCL

HCL

SCL

LPS

and

FABCE, Aviation Services, Ltd.

---

**AMENDMENT NO. 1 TO THE  
FRAMEWORK AGREEMENT  
FOR THE PROVISION OF PMO AND PSO SERVICES**

---

THIS Amendment no. 1 to the PSO Service level agreement is entered into BY AND BETWEEN:

- (1) **Air Navigation Services of the Czech Republic**, the state enterprise organized under the laws of the Czech Republic and registered with the Commercial Register of the Prague Municipal Court (entry number A 10771) with the business address Navigační 787, 252 61 Jeneč, Czech Republic, hereinafter referred to as “**ANS CR**” and
- (2) **Austro Control Österreichische Gesellschaft für Zivilluftfahrt mit beschränkter Haftung**, a limited liability company, registered with the Commercial Register of the Vienna Commercial Court (entry number 71000m) with Vienna as its principal place of business and having its registered office at 19 Wagramer Straße, 1220 Wien, Austria, hereinafter referred to as “**ACG**” and
- (3) **Croatia Control Ltd., Hrvatska kontrola zračne plovodbe d.o.o.**, a limited liability company, registered with the Commercial register of the Zagreb Commercial Court, identification No. 33052761319, with Zagreb as its principal place of business at Rudolfa Fizira 2, Velika Gorica, Croatia, Postal Address: 10150 Zagreb Airport, Croatia, P.O.B. 45, hereinafter “**CCL**” and
- (4) **HungaroControl Hungarian Air Navigation Services Pte.Ltd.Co**, a private limited company organised under the laws of Hungary and registered with the Metropolitan Court of Budapest, acting as the Court of Registration (registration number: Cg 01-10-045570, EU VAT No. HU 13851325) with Budapest as its principal place of business and having its registered seat at 33-35 Igló utca, 1185 Budapest, Hungary, hereinafter referred to as “**HCL**” and
- (5) **Kontrola zračnega prometa Slovenije, d.o.o.** (Slovenia Control, Ltd.), a limited liability company organised under the laws of the Republic of Slovenia and registered with the District court of Kranj (identification number 1913301000) with Zgornji Brnik as its principal place of business and having its business address at Zgornji Brnik 130N, 4210 Brnik – Aerodrom, Slovenia, hereinafter referred to as “**SCL**” and
- (6) **Letové prevádzkové služby Slovenskej republiky, štátny podnik, (v skratke “LPS SR, š. p.”)** a state enterprise, established under the laws of the Slovak Republic and registered by Commercial Register of the District Court Bratislava I., Section Pš, Item No. 418/B, Corporate Identification No. 35778458 with Bratislava as its principal place of business and having its registered seat at Ivanská cesta 93, 823 07 Bratislava, Slovakia, hereinafter referred to as “**LPS**”,

(hereinafter collectively referred to as “**Customers**” and individually also as “**Customer**”)

AND

- (7) **FABCE, Aviation Services, Ltd.**, a limited liability company organized under the laws of Republic of Slovenia and registered with the District court of Kranj, identification No. 6726909000, EU VAT No. SI40952240, Swift code: BACXSI22, IBAN: SI56 2900 0005 1413 834, with Zgornji Brnik as its principal place of business and having its business address at Zgornji Brnik 130N, 4210 Brnik – Aerodrom, Slovenia,

(hereinafter referred to as “**Provider**”)

(the Customers and the Provider are hereinafter sometimes collectively referred to as “**Parties**” and individually as “**Party**”)

## WHEREAS

- (A) The Parties concluded on 21 June 2017 FRAMEWORK AGREEMENT FOR THE PROVISION OF PMO AND PSO SERVICES (hereinafter: “Framework Agreement”).
- (B) The purpose of the Parties is to amend Framework Agreement, as stipulated in this Amendment.

- (C) All definitions from the Framework Agreement, Shareholder Agreement, concluded between the Parties on 17 October 2014 and Memorandum of Association of the Provider shall apply for this Amendment. Provided that any of aforementioned documents was amended, latest version of such document shall apply.
- (D) On 1 September 2020 the Supervisory Board approved execution of this Amendment by the Director of the Provider with the Decision No. 61/2020, ref. number: 012-2/2020-13.
- (E) Framework Agreement is concluded for definite period of time until 30 September 2020 or until the TCA is reached, whichever occurs sooner, as provided in Article 23.2.
- (F) In accordance with the Article 23. 2. of the Framework Agreement the Term of the Framework Agreement may be extended by mutual agreement of all Parties in accordance with the amendment procedure specified in 2<sup>nd</sup> sentence of Article 24.1.
- (G) As per 31 March 2020 aggregate payments of all the Customers for services, provided in accordance with the Framework Agreement by the Provider are equal to 1.922.809,21 € whereas total allotment (payments) of LPS in said amount are equal ■ ■ ■ ■ ■
- (H) TCA, specified in Article 7, provision 7.1. of the Framework Agreement is equal to € 4,000,000.00 (in words *four million euro*) for whole Term herein, whereas total allotment of the LPS on the TCA shall not exceed an amount of € 400,000.00 (in words *four hundred thousand euro*) in accordance with the provision of Article 7.2. of the Framework Agreement. All amounts are net of VAT. Neither TCA neither allotment of LPS on such TCA was not reached until the conclusion of this Amendment no. 1 to the Framework Agreement.

**THEREFORE,**

in consideration of mutual covenants and promises, the Parties have entered into

**AMENDMENT NO. 1 TO THE  
FRAMEWORK AGREEMENT  
FOR THE PROVISION OF PMO AND PSO SERVICES**

**Article 1  
CONDITIONS FOR PROLONGATION**

- 1.1. Framework Agreement was not terminated prior 30<sup>th</sup> of September 2020. Since:
- i. in the moment of conclusion of this Amendment no. 1 to the Framework Agreement the Parties of the Framework Agreement do not intend to terminate Framework Agreement and
  - ii. since neither TCA, neither allotment of the LPS on the TCA was not exceeded until the conclusion of this Amendment no. 1 to the Framework Agreement

all Parties agree that conditions for the prolongation of the Term of the Framework Agreement are met.

**Article 2  
EXTENSION OF THE TERM OF THE FRAMEWORK AGREEMENT**

- 2.1. Article 23.2. of the Framework Agreement shall read as following:

23.2. *This Framework Agreement is concluded for definite period of time until 30. 9.2022 or until the TCA is reached, whichever occurs sooner. The Term may be extended by mutual agreement of all Parties in accordance with the amendment procedure as per 2<sup>nd</sup> sentence of Article 24.1 provided that the TCA has not been reached until the end of the Term.*

### **Article 3 SPECIFIC PERFORMANCE**

3.1. New provision 5.5. shall be added to Article 5 as following:

*5.5. Rules from Article 5.2. of this Framework Agreement shall apply for assuring necessary arrangement(s) as regards Specific Performance(s), to be rendered in the period from 1 October 2020 on until the Term of this Framework Agreement.*

### **Article 4 TASKS, ORDERING PROCEDURE AND TASK VALIDATION DECISION**

4.1. New provision 6.11. shall be added to Article 6 as following:

*6.11. Modifications of the PSO Subcontract during the validity of such subcontract are feasible, provided that:*  
*i. the Provider submits to the SLA Committee proposal, addressing such modification of PSO Subcontract with applicable elements from point 6.1. and 6.2 of this Framework Agreement, which is being subject of confirmation by the SLA Committee.*  
*ii. Such modifications are feasible considering the Governing law, whereas grounds for such modifications shall be explained to the SLA Committee.*

### **Article 5 SOURCE OF PERFORMANCE – GENERAL RULE**

5. 1 Article 4 of the Framework Agreement provides, that the SLA Committee shall make a choice on the source of performance of the Provider as per Ordering procedure, whereas this Article provides sources, which may be combined.

5. 2. Since the Term of the Framework Agreement is prolonged, as stipulated in this Amendment no. 1 to the Framework Agreement, prolongation of all necessary arrangements, governing provision of the individual source of performance shall be assured in accordance with rules, governing respective source of performance.

### **Article 6 MISCELLANEOUS**

6. 1. This Amendment no. 1 to the Framework Agreement shall become effective on the day following the day of its publication in the central register of the contracts maintained in the Slovak Republic or on the day following the day of its publication in the register of contracts maintained in the Czech Republic, whichever occurs later. LPS and ANS CR shall arrange the publication of this Amendment no. 1 to the Framework Agreement within 2 (two) business days from its signing by all the Parties and shall inform the other Parties about the date of publication in the relevant register without delay.


6. 2. COUNTERPARTS: This Amendment no. 1 to the Framework Agreement shall be executed in 9 (nine) counterparts, each of which when executed shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement. LPS and ANS CR shall each receive 2 (two) of such counterparts and each other Party shall receive 1 (one) of such counterpart.

6. 3 All other provisions of the Framework Agreement, which are not expressly addressed with this Amendment no. 1 shall remain unchanged.

IN WITNESS WHEREOF, each Party has caused this Framework Agreement to be executed on its behalf, by its authorized representative.

**For and on behalf of**

Air Navigation Services of the Czech Republic,  
the State Enterprise

.....  
D: 

Austro Control Österreichische Gesellschaft  
für Zivilluftfahrt mit beschränkter Haftung

.....  
Dr. Hubert Walter  
Authorised Officer  
Date: \_\_\_\_\_

Hrvatska kontrola zračne plovidbe d. o. o.

.....  
Vlado Bagarić  
Director General  
Date: \_\_\_\_\_

HungaroControl  
Hungarian Air Navigation Services Pte.Ltd.Co.

.....  
Kornel Szepessy  
Chief Executive Officer  
Date: \_\_\_\_\_

Kontrola zračnega prometa Slovenije, d. o. o.

.....  
Franc Željko Županič  
Chief Executive Officer  
Date: \_\_\_\_\_

IN WITNESS WHEREOF, each Party has caused this Framework Agreement to be executed on its behalf, by its authorized representative.

**For and on behalf of**

**Signature**

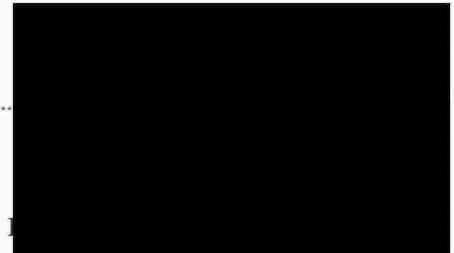
Air Navigation Services of the Czech Republic,  
the State Enterprise

.....  
Jan Klas

Director General

Date: \_\_\_\_\_

Austro Control Österreichische Gesellschaft  
für Zivilluftfahrt mit beschränkter Haftung



Hrvatska kontrola zračne plovidbe d. o. o.

.....  
Vlado Bagarić

Director General

Date: \_\_\_\_\_

HungaroControl  
Hungarian Air Navigation Services Pte.Ltd.Co.

.....  
Kornel Szepessy

Chief Executive Officer

Date: \_\_\_\_\_

Kontrola zračnega prometa Slovenije, d. o. o.

.....  
Franc Željko Županič

Chief Executive Officer

Date: \_\_\_\_\_

IN WITNESS WHEREOF, each Party has caused this Framework Agreement to be executed on its behalf, by its authorized representative.

**For and on behalf of**

**Signature**

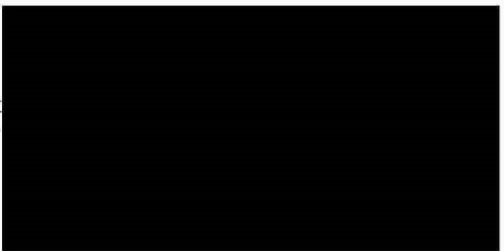
Air Navigation Services of the Czech Republic,  
the State Enterprise

.....  
Jan Klas  
Director General  
Date: \_\_\_\_\_

Austro Control Österreichische Gesellschaft  
für Zivilluftfahrt mit beschränkter Haftung

.....  
Dr. Hubert Walter  
Authorised Officer  
Date: \_\_\_\_\_

Hrvatska kontrola zračne plovidbe d. o. o.

.....  


HungaroControl  
Hungarian Air Navigation Services Pte.Ltd.Co.

.....  
Kornel Szepessy  
Chief Executive Officer  
Date: \_\_\_\_\_

Kontrola zračnega prometa Slovenije, d. o. o.

.....  
Franc Željko Županič  
Chief Executive Officer  
Date: \_\_\_\_\_

IN WITNESS WHEREOF, each Party has caused this Framework Agreement to be executed on its behalf, by its authorized representative.

**For and on behalf of**

**Signature**

Air Navigation Services of the Czech Republic,  
the State Enterprise

.....  
Jan Klas  
Director General  
Date: \_\_\_\_\_

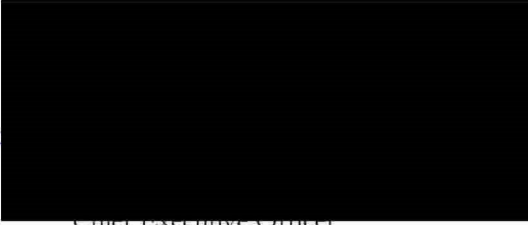
Austro Control Österreichische Gesellschaft  
für Zivilluftfahrt mit beschränkter Haftung

.....  
Dr. Hubert Walter  
Authorised Officer  
Date: \_\_\_\_\_

Hrvatska kontrola zračne plovidbe d. o. o.

.....  
Vlado Bagarić  
Director General  
Date: \_\_\_\_\_

HungaroControl  
Hungarian Air Navigation Services Pte.Ltd.Co.

.....  
  
Chief Executive Officer  
Date: \_\_\_\_\_

Kontrola zračnega prometa Slovenije, d. o. o.

.....  
Franc Željko Županič  
Chief Executive Officer  
Date: \_\_\_\_\_



IN WITNESS WHEREOF, each Party has caused this Framework Agreement to be executed on its behalf, by its authorized representative.

**For and on behalf of**

**Signature**

Air Navigation Services of the Czech Republic,  
the State Enterprise

.....  
Jan Klas  
Director General  
Date: \_\_\_\_\_

Austro Control Österreichische Gesellschaft  
für Zivilluftfahrt mit beschränkter Haftung

.....  
Dr. Hubert Walter  
Authorised Officer  
Date: \_\_\_\_\_

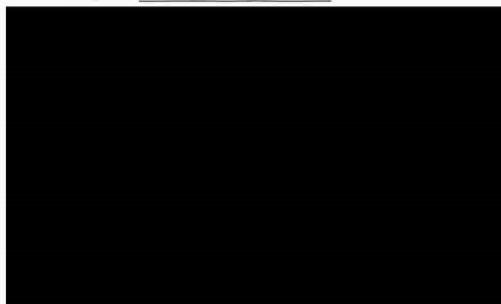
Hrvatska kontrola zračne plovidbe d. o. o.

.....  
Vlado Bagarić  
Director General  
Date: \_\_\_\_\_

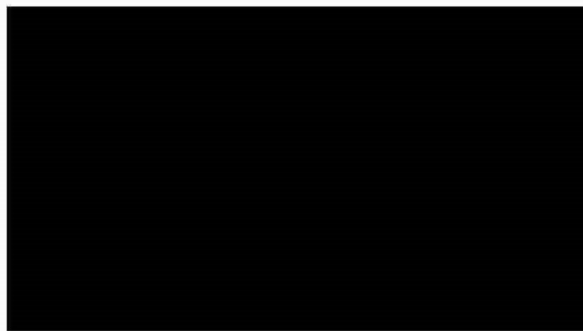
HungaroControl  
Hungarian Air Navigation Services Pte.Ltd.Co.

.....  
Kornel Szepessy  
Chief Executive Officer  
Date: \_\_\_\_\_

Kontrola zračnega prometa Slovenije, d. o. o.



Letové prevádzkové služby Slovenskej republiky,  
štátny podnik (v skratke "LPS SR, š.p.")



FABCE, Aviation Services, Ltd.

.....  
Matej Eljon  
Chief Executive Officer  
Date: \_\_\_\_\_

Letové prevádzkové služby Slovenskej republiky,  
štátny podnik (v skratke "LPS SR, š.p.")

.....

Rastislav Primus  
Chief Executive Officer  
Date: \_\_\_\_\_

FABCE, Aviation Services, Ltd.

..

I

