

## TERMINATION AND WAIVER AGREEMENT

This Termination Agreement (this "Agreement") is entered into by and between:

(1) PRISKO a.s., a company established and existing under the Czech law, with its registered office at Thámova 181/20, Karlín, 186 00 Prague 8, Czech Republic, Corporate Identification No. 46355901, registered in the Commercial Register administered by the Municipal Court in Prague under file No. B 1729 ("**PRISKO**"),

[REDACTED]

(3) Travel Service, a.s., with its registered office at K Letišti 1068/30, Prague 6, Postal Code: 160 08, Corporate Identification No. 256 63 135, registered in the Commercial Register administered by the Municipal Court in Prague, Section B, File No. 5332 ("**TS**")

**WHEREAS**, PRISKO [REDACTED] and TS, as shareholders of České aerolinie a.s. (the "**Company**"), have entered into the shareholders' agreement dated as of April 3, 2014 (as amended, the "**SHA**"), as amended on October 10<sup>th</sup>, 2016 when PRISKO replaced Český Aeroholding, a.s. as a [REDACTED]

[REDACTED]

**WHEREAS**, PRISKO as seller and TS as purchaser have entered on or about the date hereof into an Agreement on the Sale and Purchase of Shares (the "**PRISKO SPA**"), under which PRISKO has agreed to sell to TS, and TS has agreed to purchase from PRISKO, all of PRISKO's shares in the Company, consisting of 206,654 common registered certificated shares with a nominal value of CZK 5,000 each (collectively, the "**PRISKO Shares**"); and

**WHEREAS**, (i) upon the completion of the sale and purchase of [REDACTED]

[REDACTED]

[REDACTED] and (ii) upon the completion of the sale and purchase of the PRISKO Shares under the PRISKO SPA (the "**PRISKO Completion**"), or in some other cases specified hereunder, PRISKO will no longer remain a shareholder of the Company, and the Parties desire to terminate the SHA as of the PRISKO Completion with respect to PRISKO so that PRISKO shall no longer remain a party to the SHA.

**NOW THEREFORE**, in consideration of the agreements and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto (collectively, the **“Parties”** and individually, a **“Party”**), intending to be legally bound, hereby agree as follows:

[REDACTED]

[REDACTED]

3. Upon the termination of the SHA with respect [REDACTED] (or PRISKO, as the case may be), except for any claims a Party may have against another Party under this Agreement [REDACTED] [REDACTED] from and after such termination of the SHA, each [REDACTED] and TS and PRISKO on the other hand (or each of PRISKO on the one hand and TS and KAL on the other hand, as the case may be) hereby releases, discharges and holds harmless the other and the present or former officers, directors, employees or agents of the other, in all cases, acting in such capacities (collectively the **“Released Parties”**) of and from any and all known or unknown claims, actions, suits, obligations, liabilities and demands that each of them ever had, now has or hereafter may have, in law or in equity, related to, concerning or arising out of, directly or indirectly, their acts or omissions, including without limitation as a shareholder, director or an officer of the Company, occurring at or prior to the termination of the [REDACTED] PRISKO, as the case may be) relating to (i) the Company or any of its businesses or (ii) any agreement to which any of their Released Parties is a party in relation to the Company or any of its businesses (collectively, the **“Released Claims”**). Except for any claims a Party may have against the other Parties under this Agreement [REDACTED] the PRISKO SPA as the case may be [REDACTED] the PRISKO Completion, as the case may be), each Party hereby agrees not to commence or assist, directly or indirectly, with any lawsuit, action, claim (including any third-party claim), arbitration, regulatory action or other proceeding against any of the Released Parties in connection with any Released Claim.



3. Clauses 17, 18, 19.2, 19.3, 19.5 and 19.7 of the SHA shall apply mutatis mutandis to this Agreement. No Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Parties.

4. [REDACTED]

5. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein express or implied shall give or be construed to give to any person, other than the Parties and their respective successors and permitted assigns, any legal or equitable rights hereunder; provided, however, that the provisions of Clause 3 are intended to be for the benefit of, and will be enforceable by, each Released Party, his or her heirs and his or her legal representatives.

**[The remainder of this page intentionally left blank.]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Termination Agreement.

**Date:** October 6, 2017

**PRISKO a.s.**

By: \_\_\_\_\_  
Name: Ing. Marian Klásek  
Title: Chairman of the Board of Directors

\_\_\_\_\_  
Mgr. et Mgr. Adam Vojtěch  
Vice-chairman of the Board of Directors

**Date:** September 27, 2017

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**Date:** October 5, 2017

**Travel Service, a.s.**

By: \_\_\_\_\_  
Name: Jiří Šimáně  
Title: Chairman of the Board of Directors