



Air Navigation Services of the Czech Republic

AMENDMENT No. 1 to the Contract for Work "A-SMGCS upgrade"

concluded pursuant to Section 2586 et seq. of the Act No. 89/2012 Coll., the Civil Code
(hereinafter referred to as the „Civil Code“)
(hereinafter referred to as the "Amendment")

1. Parties

Air Navigation Services of the Czech Republic (ANS CR)

a state enterprise existing and organized under the laws of the Czech Republic having its
registered office at: Navigační 787, 252 61 Jeneč, Czech Republic Company

Identification Number: 49710371

Tax Identification Number CZ699004742

Bank Connection: [REDACTED]

Account Number: [REDACTED]

IBAN: [REDACTED]

Account Number: [REDACTED]

IBAN: [REDACTED]

[REDACTED]

Registered in the Commercial Register of the Municipal Court in Prague, Section A, Insert 10771,

Represented by: [REDACTED]

[REDACTED]

And

INDRA NAVIA AS

Registered office: Olaf Helsets vei 6, N-0694 Oslo, NORWAY

Represented by: [REDACTED]

Registration number: 914 785 200

Tax number: NO 914 785 200 MVA

Bank details: [REDACTED]

Account Number: [REDACTED]

[REDACTED]

[REDACTED]

(hereinafter referred to as the "Contractor"),

(The Client and the Contractor are each a „Party“ or collectively the „Parties“.

2. Preamble of the Amendment

- 2.1 On October 6, 2016 both Parties signed the Contract for Work (Contract No. ANS CR 124/2016/IS/173) (hereinafter referred to as the "Contract for Work") the subject of which is supply and installation of the upgrade of "A-SMGCS" on existing A-SMGCS System.
- 2.2 The Parties hereby agree to conclude this Amendment to the Contract for Work which contains additional requirements:
 - a) VO-01 Updated Requirements
 - b) VO-02 Label fields and destination filtering
 - c) VO-03 Individual map layers
 - d) VO-04 RIMCAS Helicopters
 - e) VO-05 Clearances via label

EMB

f) VO-06 De-ice window
according to Appendixes 1 – 6 to the Amendment.

2.3 These additional requirements modifies the Contract for Work as follows:

3. Subject of the Amendment

3.1 In Article 3 Price of the Work, sub-Article 3.1 of the Contract of Work shall be modified and shall be newly read as follows:

"3.1 The contractual price of the duly performed the Work is set out according to the Price Act No. 526/1990 Coll. as amended. The total contractual price for the Work specified in Article 2 of this Contract, which calculation of which is given in Annex 1 to this Contract and Appendix No.1 –6 of Amendment is:

amount of **20 368 174 NOK**,
(in words: twenty million three hundred and sixty eight thousand one hundred and seventy four NOK)"

3.2 In Article 3. Price of the Work, sub-article 3.2.2 of the Contract of Work shall be modified and shall be newly read as follows:

"3.2.2 Second payment shall be paid by the Client after FAT fulfilment upon signature by the Parties of the Factory Acceptance Certificate amounting to [REDACTED] upon the invoice issued by the Contractor."

3.2.3 Third payment shall be paid by the Client after SAT fulfilment upon signature by the Parties of the Site Acceptance Certificate amounting to [REDACTED] upon the invoice issued by the Contractor.

3.2.4 The fourth payment shall be paid by the Client after completion of Training amounting to [REDACTED] upon the invoice issued by the Contractor.

3.3 In Article 4 Terms of Performance, sub-article 4.1 of the Contract of Work shall be modified and shall be newly read as follows:

"4.1 The Contractor shall handover the Work to the Client at least
CDR already delivered
FAT June 29, 2018,
SAT July 20, 2018
Training October 30, 2018".

4. Final Provisions of the Amendment

4.1 All the other parts of the Contract for Work shall not be changed by this Amendment.

4.2 *Publication:* The Contractor acknowledges that the Client is obliged to publish the Contract for Work and this Amendment pursuant to the Act No. 340/2015 Coll., on the Register of Contracts, as amended. The Contractor also acknowledges that the Client is obliged to provide information pursuant to the Act No. 106/1999 Coll. on Free Access to Information, as amended.

4.3 *Trade Secret:* Trade secret, within the sense of § 504 of the Civil Code, means all information detailed in Appendix No.1, - No.6 to this Amendment, will neither be published nor provided according to Article 4.2 of this Amendment and Article 15.2 of the Contract for Work.

4.4 This Amendment shall become valid on the day of its signature by both Parties and effective on the day of its announcement in the Register of Contracts.

4.5 This Amendment has been signed by the Client and the Contractor by their duly authorized representatives in four (4) original copies in English. Each of the Parties shall receive two copies.

4.6 List of Appendices to this Amendment:

Appendix No.1 - Change Request / Variation Order No VO-01 Updated Requirements

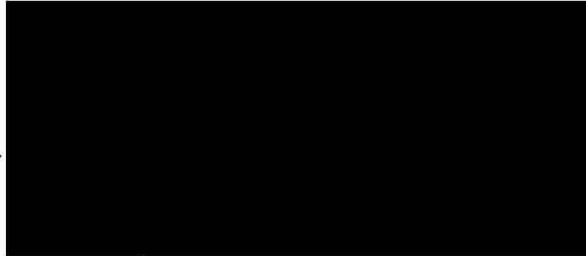
Appendix No.2 - Change Request / Variation Order No VO-02 Label fields and destination filtering

Appendix No.3 - Change Request / Variation Order No VO-03 Individual map layers

Appendix No 4 - Change Request / Variation Order No. VO-04 RIMCAS Helicopters

Appendix No 5 - Change Request / Variation Order No. VO-05 Clearances entered via label

Appendix No 6 - Change Request / Variation Order No. VO-06 De-ice window



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Air Navigation Services of the Czech Republic (ANS CR)



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NO-1383 Ås