



[Redacted]

[Redacted]

SUPPLEMENTAL AGREEMENT NO. [Redacted]

TO THE

General Terms Agreement for Landing Gear Maintenance [Redacted]
[Redacted] between [Redacted] and [Redacted] for the performance of
[Redacted] Landing Gear overhaul

Parties:

[Redacted]

and

[Redacted]

entered on the day, month and year written below into this Supplemental Agreement No. [Redacted]
(hereinafter referred to as the **"Supplemental Agreement"**) to the General Terms Agreement
for Landing Gear Maintenance concluded on [Redacted] 2012 between the Parties
(hereinafter referred to as the **"GTA"**)

1. Subject of the Supplemental Agreement

LG Main parts identification	Part number	Serial number
[Redacted]		
[Redacted]		



[Redacted]

[Redacted]

Workscope

Pursuant to the GTA dated as of [Redacted] 2012 between [Redacted] shall perform standard Landing Gear replacements, Landing Gear overhaul and provide with Loan LDG as follows.

1st Landing Gear's replacement

Location: [Redacted]
Delivery Date: [Redacted] 2016, 00:00 LT
Scheduled Redelivery Date: [Redacted] 2016, 24:00 LT

Removed Landing Gears will be overhauled by [Redacted] and in the meantime will be installed to the aircraft the Loan LDG.

Landing Gear overhaul

Location: [Redacted]
Delivery Date: [Redacted] 2016, 00:00 LT
Scheduled Redelivery Date: [Redacted] 24:00 LT

TAT: [Redacted]

LDG will be Delivered/Redelivered in accordance to schedule stipulated hereof.
(LT = Local Time)

[Redacted]

2nd Landing Gear's replacement

Location: [Redacted]
Delivery Date: [Redacted] 2016, 00:00 LT
Scheduled Redelivery Date: [Redacted] 2016, 24:00 LT

After finishing of Landing Gear's overhaul the LDG will be installed back to the a/c [Redacted] and removed Loan LDG [Redacted]

Prices

The Fixed prices pursuant to this Supplemental Agreement shall be as follows:

[Redacted]



[Redacted]

[Redacted]

[Redacted]

Penalties

[Redacted]

2. Loan Landing Gears

2.1) Background

[Redacted]

Description	Part Number	Serial Number
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[Redacted]



[Redacted]

[Redacted]

2.2) Delivery and Redelivery of Loan LDG

[Redacted]

2.3) Loan Period and Prices

[Redacted]

2.4) Loan LDG treatment

2.4.1) [Redacted] shall hold the Loan LDG in good operating order and condition in strict accordance with the manufacturer's recommended maintenance procedures and shall return the Leased Parts [Redacted] in the same condition as delivered [Redacted] ordinary and reasonable wear and tear excepted. If for any reason the Loan LDG are returned [Redacted] in a condition other than as delivered [Redacted]

[Redacted]

If the Loan LDG fail any aspect of the recertification process, [Redacted] shall be responsible for the cost of repairs and/or maintenance as necessary to cause the Loan LDG to meet requirements thus allowing recertification.

2.4.2) [Redacted] shall not operate or otherwise use the Loan LDG in, or permit the Loan LDG to be located in, (i) any country if such operation, use or location would result in any change or diminution in coverage under the insurance required to be carried with respect to the Loan LDG or (ii) any country where such use, operation or location might subject the Loan LDG to unacceptable risk, [Redacted]

2.4.3) [Redacted] shall not modify or otherwise change the Loan LDG, or substitute a different manufacturer's part or type of part with respect to the Loan LDG, [Redacted]

2.5) Loss or damage

[Redacted] is responsible for all loss or damage to the Loan LDG from delivery [Redacted] including but not limited to loss or damage arising from (a) any omission of maintenance or improper maintenance, (b) any repair, overhaul, storage, installation, inspection, service, packing, removal, and/or operation which occurs following [Redacted] which is not in accordance with [Redacted]

[Redacted] and/or (c) any loss, accident, foreign object damage or other event (excluding ordinary wear and tear) not caused solely by the negligence [Redacted] will pay all charges necessary to replace or repair of the Loan LDG because of any such loss or damage. In the event of an accident that would result in [Redacted] not being able to



[REDACTED]

[REDACTED]

issue a non-incident statement on the Loan LDG upon return, [REDACTED]

2.6) Title and Ownership

2.6.1) [REDACTED] shall, at all times, retain full ownership of, and all right, title and interest in, the Loan LDG and [REDACTED] shall have no right, title or interest therein other than as provided in this Supplemental Agreement. [REDACTED] shall be named as the rightful owner of the Loan LDG in all governmental or other filings related to the Loan LDG as necessary or appropriate to secure recognition [REDACTED] interest in the Loan LDG.

2.6.2) Without limiting the foregoing, [REDACTED] do or cause to be done, or allow [REDACTED] to do in the name of and at the expense of [REDACTED] any and all acts which may be necessary, under applicable law, to evidence, protect and preserve [REDACTED] in the Loan LDG.

2.7) The Loan LDG Insurance

During the loan period [REDACTED] shall at all times bear all risk of loss, damage, destruction, or confiscation of or to the Loan LDG, no matter whether the Loan LDG is/is not installed to [REDACTED] Aircraft [REDACTED] is obliged to effect and maintain the following insurance:

(a) Spares "All and War Risks" Insurance sufficient to cover full replacement value of the Loan [REDACTED] This spare insurance policy shall be endorsed to name [REDACTED] with respect to the Loan LDG.

(b) Aircraft Hull "All and War Risks" Insurance to be maintained by [REDACTED] covering the agreed value of the Loan LDG. [REDACTED]

(c) Aviation Legal Liability Insurance with respect to the Aircraft (including to the extent available war and allied perils coverage in accordance with AVN52E) to cover, but not limited to Aircraft Third Party Legal Liability, Passengers, Baggage, Cargo and Mail Legal Liability, Products Legal Liability and General Third Party Liability (bodily injury/property damage) for a combined single limit [REDACTED] any one accident or occurrence and in the annual aggregate in respect of product liability and war and allied perils coverage or such higher amount required by applicable law.

The above liability insurance shall [REDACTED] its directors, officers, agents, employees and Subcontractors as additional insureds (hereinafter referred to as "Additional Insured") and hull and spares insurances shall provide that insurers waive any and all of their rights of subrogation against the Additional Insured, except in respect of claims caused by the Gross Negligence or the Willful Misconduct of the Additional Insured.

All the above insurances shall contain market standard provisions including, but not limited to:

- in respect of liability insurances required above a provision that such liability insurances shall be primary and without rights of contribution from any other insurances which may be available to the Additional Insured and shall also contain a Severability of Interest Clause;
- a provision that the interest of the Additional Insured shall not be invalidated by any act or omission (including misrepresentation and non-disclosure) of any other person which results in a breach of any term, condition or warranty of the insurances;



[Redacted]

[Redacted]

[Redacted]

- a provision that the Additional Insured is not liable for the payment of any premium

[Redacted]

2.8) Warranty

[Redacted] warrants that the Loan LDG or components thereof delivered [Redacted] shall be free from defects in material and/or workmanship performed by [Redacted] and shall conform to applicable specifications. If any breach of this warranty shall occur within the term of the loan period, after the Loan LDG is delivered [Redacted]

[Redacted]

necessary to repair or replace the defective component, including repair or replacement of any components that are not in compliance with applicable specifications.

[Redacted]

2.9) Documentation

[Redacted] shall provide the Loan LDG with the following documentation:

[Redacted]

3. Other provisions

[Redacted]

[Redacted] and forms an inseparable part of this Supplemental Agreement.

[Redacted] shall monitor and fill out data regarding all LLP parts.

[Redacted] at its discretion shall monitor parts, which are not LLP, but they are a part of LDG Overhaul.



[Redacted]

[Redacted]

The Parties have agreed that, pursuant to Czech public law (Act. No. 340/2015 Coll., Contract registration act) this Supplemental Agreement, GTA and every Order over [Redacted] shall be published in Czech contract register and that all prices, serial numbers and part numbers and identification data of the Parties constitute commercial secret and shall not be published.

4. Final provisions

The terms of the GTA shall apply in full to this Supplemental Agreement, save that if and to the extent that any inconsistency between this Supplemental Agreement and the GTA arises, the provisions of this Supplemental Agreement shall prevail over the conflicting provisions of the GTA.

Unless agreed otherwise, capitalized terms used in this Supplemental Agreement shall have the meaning set out in GTA. Capitalized terms which are not defined in GTA shall have the meaning set out in this Supplemental Agreement.

This Supplemental Agreement has been [Redacted]

In witness thereof the contracting parties hereto have caused this Supplemental Agreement to be executed as of the day and year written below.

[Redacted]
By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

[Redacted]
By: _____
Name: [Redacted]
Title: [Redacted]
[Redacted]
Date: _____

By: _____
Name: [Redacted]
Title: [Redacted]
[Redacted]
Date: _____