

STANDARD GROUND HANDLING AGREEMENT

SIMPLIFIED PROCEDURE

Annex B 1.1 – PARDUBICE, Agreed Services and Charges

to the Standard Ground handling Agreement (SGHA), January 2008

between **Joint-stock company NordStar Airlines**
 having its principal office at: 660021, Krasnoyarsk, Profsoyuzov street 60
 Moscow Branch: 125130, Moscow,
 Staropetrovsky proezd 11/2

and hereinafter referred to as „the Carrier“

and **EAST BOHEMIAN AIRPORT a.s.**
 having its principal office at: Prazska 179, Popkovice
 530 06 Pardubice 6
 Czech Republic

and hereinafter referred to as „the Handling Company“

This Annex B for the location: Pardubice Airport
 is valid from: the date it is signed by both parties

and replaces: nil

PREAMBLE:

This Annex B is prepared in accordance with the simplified procedures whereby the parties agree that the terms of the Main Agreement and Annex A of the SGHA of January 2008 as published by the IATA shall apply as if such terms were repeated here in full. By signing this Annex B, the parties confirm that they are familiar with the aforementioned Main Agreement and Annex A.

PARAGRAPH 1 - HANDLING CHARGES

1.1. For a single ground handling consisting of the arrival and the subsequent departure at agreed timings of the same aircraft, the handling company shall provide the following services of Annex A at the following rates

1.1.1. Traffic Handling

1.1.2, 1.1.3, 1.1.4, 1.2.1, 1.2.2, 1.2.3, 1.2.4, 1.2.5, 1.2.6, 1.3.1(a)(b), 1.3.2, 1.3.3, 1.3.4, 1.3.5, 1.3.6, 1.3.7, 1.3.8, 2.1.1, 2.1.3(a)(2), 2.1.4(within local possibilities, according to instructions given by the Carrier, extra costs excluded), 2.1.6(a), 2.1.7(a,e), 2.1.8, 2.1.9(a)(1), 2.2.1, 2.2.2(a), 2.2.3(a), 2.2.4(a)(b)(1), 2.2.6(checked baggage)(a), 2.2.7, 2.2.10(b)(c)(1), 2.2.12, 2.2.13(a,b,c)(h), 2.2.14, 2.3.2, 3.1.1, 3.1.2(a), 3.1.3(a), 4.1.1, 4.1.2(a)(b)(c)(d)(e)(1), 4.2.1(a),(b), 4.3.1, 4.3.2, 4.4.1(b), 4.4.2, 4.4.3(d), 4.4.4(e)(1)(2), 4.4.8, 7.1.2(b)(1)(3)(4)(checked/mishandled)(5), 7.1.3(b)(1)(2)(3), 7.1.4(a)

TYPE	MTOW (kg)	CZK
B-737-800	as per fleet info	

1.1.2. Ramp Handling

3.1.4(a), 3.1.6, 3.2.1(a), 3.3.1(a)(b), 3.3.2(a,(f), 3.3.3(a)(1hour), 3.5.1, 3.5.2(b)(c), 3.6.1(a)(1), 3.6.2(a), 3.6.3(a), 3.6.4(a)(1)(2), 3.6.5(a)(1)(4)(5), 3.6.6(a)(b), 3.6.7, 3.6.8.(a), 3.7.1 (extra charged) 3.8.1(b), 3.8.2(a)(b)(1), 3.11.2(a)(b)(c)(d)(e)(f)(g)(h)(i), 3.11.7(a), 3.11.8, 3.11.10(a), 3.12.1(a), 3.13.1(a)(1)(2), 3.17.3(a)(charged extra), 3.17.4(charged extra), 3.17.5, 3.17.6, 3.17.7, 3.17.8, 6.5.2, 6.5.3(fueling), 6.5.6(a)(fueling), 6.5.7(fueling), 6.5.8, 6.5.9, 7.4.1(b)(1)

TYPE	MTOW (kg)	CZK
B-737-800	as per fleet info	

NOTE:

- i. The Carrier will receive a reduction of **20%** on the ramp handling charge for ferry-in and live-out turnarounds and for live-in and ferry-out turnarounds.

The assignment to the individual class is done by the Handling Company according to MTOW as long as carrier can document another MTOW supported by official documents (e.g. Aircraft Flight Manual). If carrier is using other type of aircraft or the same type of aircraft with different MTOW than above mentioned the aircraft will be classified according to valid handling charges of the Handling Company.

The charges are only valid for passenger flights!

- 1.2. Handling in case of technical landing for other than commercial purposes will be charged at 50% of the above rates, provided that physical change of load is not involved.
- 1.3. Handling in case of return to ramp will not be charged extra, provided that physical change of load is not involved.
- 1.4. Handling in case of return to ramp involving physical change of load will be charged as for handling in case of technical landing in accordance with Sub-Paragraph 1.2. of this Annex.
- 1.5. The Carrier will pay for each departing passenger, approach, landing and security according to charges published at AIP Czech Republic, part GEN 4 and listed in Supplement 1 to the Agreement. First two hours of parking will not be charged.

PARAGRAPH 2 - ADDITIONAL CHARGES

- 2.1. All services not included in Paragraph 1 of this Annex will be provided if possible „on request” of authorized representative of carrier or pilot in command and charged for at current local rates.

PARAGRAPH 3 - DISBURSEMENTS

- 3.1 Any disbursements made by the Handling Company on behalf of the Carrier will be reimbursed by the Carrier at cost price plus an accounting surcharge of **5%**. The accounting surcharge shall not be applied to the airport fees and handling charges billed by the Handling Company to the Carrier.

PARAGRAPH 4 - LIMIT OF LIABILITY

- 4.1. The limit of liability referred to in Sub –Article 8.5.(a) of the Main Agreement shall be as follows:

Aircraft type:	Limit (per incident):
B-737-800	USD

PARAGRAPH 5 - AREA OF RESPONSIBILITY

- 5.1. The area of responsibility as mentioned in Sub-Sections 4.3 and 4.6 of Annex A is Pardubice Airport.

PARAGRAPH 6 - TRANSFER OF SERVICES

- 6.1. In accordance with Sub-Article 3.1. of the Main Agreement the Handling Company may subcontract services to a subcontractor without being mentioned in the Annex B.
- 6.2. Security services are subcontracted to G4S.

PARAGRAPH 7 – SETTLEMENT

The Article 7 of the Main Agreement of the SGHA of January 2008 shall not apply on this agreement. Instead of the following shall apply.

- 7.1. The Carrier undertakes to arrange advance payment in accordance with respective pro-forma invoice(s) issued by the Handling Company. The pro-forma invoice(s) shall be issued in Euro (with included exchange rate) on aircraft MTOW and maximum seat capacity basis and sent to e-mail with copy to . The invoice must contain the reference to the present agreement and bank details for the payment.
- 7.2. The advance payment shall be transferred by the Carrier in Euro to the Handling Company bank 2 (two) days prior the flight.
- 7.3. The Handling Company shall invoice the Carrier for each flight separately in Euro with the charges arising from the provision of the handling services listed in Annex A as listed in the Annex B at the rates of charges set out in the Annex B. If more flights are operated on the same date one common invoice will be used.
- 7.4. After 15 calendar days of the settlement period the Handling Company shall submit to the Carrier the statement of account giving information about all invoices issued by the Handling Company and all payments arranged by the Carrier. If the balance is positive the Handling Company shall use the balance to reduce sum of the pro-forma invoice for the next flight. If the balance is negative the Handling Company shall increase respective pro-forma invoice for the next flight by the amount of negative balance. The settlement period shall be referred to as a calendar month.

- In case of positive balance is in favor of the carrier, the handling company refunds those sums to the carrier during next 3 working days after the final flight was performed.
- 7.5. Original invoices for services actually provided to each flight shall be sent to the Carrier within 15 days after the provision of the services to the address of Moscow Branch. Invoices shall be calculated in Euro.
 - 7.6. If the Carrier gives no advance payment the Handling Company is entitled to request payment to be made by Carrier representative before takeoff.
 - 7.7. All the documents related to Paragraph 7 shall be sent first by e-mail of the respective Party and then by mail or Comail to the postal address shown in the Agreement.
 - 7.8. Bank details:

The Handling Company:

EAST BOHEMIAN AIRPORT a.s.

Bank name: Ceskoslovenska obchodni banka, a.s.
 Bank address: Radlicka 333/150, 150 57 Praha 5, Czech Republic
 Account Number: 01024280/0300
 Code IBAN: CZ36 0300 1712 8010 1711 6813
 BIC: CEKOCZPP

The Carrier:

<u>Correspondent bank:</u>	COMMERZBANK AG, Frankfurt am Main, Germany (BIC: COBADEFFXXX)
<u>Beneficiary bank:</u>	Correspondent account: 400 8870974 01 COMMERCIAL BANK ROSBANK, MOSCOW, RUSSIA (SWIFT ADDRESS: RSBNRUMMXXX)
<u>Beneficiary:</u>	Joint-stock company NordStar Airlines, Moscow branch 40702978300003060512

- 7.9. All bank charges or bank commissions levied by the Bank of sender's are to be referred at the expense of the sender.

PARAGRAPH 8 – NOTIFICATION

8.1 In accordance Sub-Article 11.3. of the Main Agreement, any notice or communication to be given hereunder shall be addressed to the respective parties as follows:

The Carrier: **Joint-stock company NordStar Airlines**
 125130, Russia. Moscow,
 Staropetrovsky proezd 11/2
 e-mail: _____
 operations center:
 contracts department:
 Tel. +7(495)783-00-42
 Attn:

The Handling Company: **East Bohemian Airport a.s.**
 Prazska 179, Popkovice
 530 06 Pardubice 6, Czech Republic
 Tel: ++420-466310155
 ++420-466310115
 Fax:++420-466310166
 E-mail: _____
 SITA: PEDCZXH
 Attn:

PARAGRAPH 9 – GOVERNING LAW

In the event of any dispute or claim concerning the scope, meaning, construction or effect of this Agreement, the parties shall make all reasonable efforts to resolve disputes amongst themselves. If mutual resolution of the dispute fails, the dispute shall be settled in accordance with the governing law as follows.

- 9.1. Governing law:
 This agreement shall be governed by and interpreted in accordance with the law of the Czech Republic.
- 9.2. Court for the resolution of disputes:

The exclusive court for any disputes that should arise out of or in connection with this agreement shall be Regional Court Hradec Králové, Branch Pardubice, The Czech Republic.

PARAGRAPH 10 - DURATION, MODIFICATION AND TERMINATION

The following modifications shall be applied to the Article 11 of the Main Agreement of the SGHA of January 2008.

- 10.1. This agreement comes into force from the date of its signing by both Parties and will remain in force until terminated by either Party giving 30 (thirty) days previous notice, by registered letter to the other Party.
- 10.2. Termination by either party of all or any part of the services to be furnished at Pardubice location requires 14 days prior notice to the other party.
- 10.3. Modification of, or additions to this Agreement shall be recorded in Annex B in written. In case of tariffs change the Handling Company shall inform the Carrier in written 14 days prior to their coming into force.

PARAGRAPH 11 - CONFIDENTIALITY

- 11.1. The Carrier and the Handling Company undertake that the contents of this Agreement shall remain confidential and shall not be divulged to a third party.

Signed the:

Igor Morachev

The first deputy of General Director -
Operations Director

at Moscow

for and on behalf of
JOINT-STOCK COMPANY
NORDSTAR AIRLINES

date

Signed the:

Ing. Hana Smejkalova

Deputy Chairman of Board of directors

at Pardubice

for and on behalf of
EAST BOHEMIAN AIRPORT A.S.

date: *19.12.2017*

STANDARD GROUND HANDLING AGREEMENT SIMPLIFIED PROCEDURE

Supplement 1 – List of charges according to AIP Czech Republic, part GEN 4

to the Standard Ground handling Agreement (SGHA), January 2008, Annex B1.1

Fee	Rate in CZK	Remark
Approach fee	105	per 1t of MTOW
Landing fee	240	per 1t of MTOW
Parking fee	14	per 1t of MTOW and 1H (0500-1900 UTC)
	7	per 1t of MTOW and 1H (1900-0500 UTC)
Airport tax	320	per 1 dep. pax
Security fee	60	per 1 dep. pax

YOUR LETTERHEAD

Our ref № _____
_____ 20 ____ r.

NORDSTAR

Your ref: № _____
_____ 20 ____ r.

Attn. to:
General
Director

Application to participate in the procurement procedure/tender: "Ground handling in Airport Pardubice (PED) since 30.12.2017 until 24.03.2018"

We confirm our participation in Procurement procedure to supply requested Product according to requirements listed at Invitation letter dated 11.12.2017 № _____, additionally we suggest to agree in participate with stated requirements. Our offer is valid not less than 15 business days from due date for commercial offer application. We agree with the following terms of the Procurement procedure:

1. Subject of procurement.	Ground handling in Airport Pardubice (PED) since 30.12.2017 until 24.03.2018
2. Basis / delivery conditions.	Airport Pardubice (PED)
3. Delivery/work/service performance schedule/dates.	since 30.12.2017 until 24.03.2018
4. Product certification, licence, work permit requirements (if any).	Are set forth in the SGHA draft.
5. Payment form, conditions and dates.	Are set forth in the SGHA draft. Advance payment.
6. Requirements for the amount and method/form of securing the Supplier's obligation to enter into and/or perform the agreement.	Are set forth in the SGHA draft.
7. Responsibility for the violation of obligations, applicable law and jurisdiction.	Are set forth in the SGHA draft.
8. Environmental requirements; requirements for Product validation, processes and equipment, staff/personnel experience/skills/qualification; requirements to Supplier quality management system.	Are set forth in the SGHA draft.
9. Product certification, licence, work permit requirements (if any)	Are set forth in the SGHA draft.
10. List and values of certain characteristics which the Products must have	Are set forth in the SGHA draft.
11. Other necessary information and requirements (for supplier qualification, ability to supply analogues, Product certification, year of manufacture guarantees etc.)	Are set forth in the SGHA draft.
12. Commercial offer expiry date	Are set forth in the SGHA draft.

Appendix:

1. Annex 1

Signed:

At: Pardubice

On behalf of: East Bohemian Airport

By Ing. Hana Smejkalova 54938
Deputy Chairman of Board of Directors

Annex 1

1. Single ground handling turnaround includes following services (SGHA 2013)

(- if the service below is included into HANDLING – RAMP or HANDLING - TRAFFIC kindly fill in: **INCLUDED**,

- if the service below is not included into HANDLING – RAMP or HANDLING - TRAFFIC kindly fill in: **NOT INCLUDED** and stipulate the cost of the service):

AIRLINE	NORDSTAR	
A/C TYPE	737-800, MTOW- 79 015 kg	
SEAT CAPACITY	172	
CHARGES	AIRPORT PED COST IN EUR	TERMS OF CHARGE
LANDING FEE		
APPROACH FEE		
HANDLING - RAMP		1
HANDLING - TRAFFIC		1
SUPERVISION	Incl.handling	
LOAD CONTROL	Incl.handling	1
SITA MESSAGE	Incl.handling	1
API SERVICE	Incl.handling	1
PAX TRANSPORTATION	Incl.handling	1
CREW TRANSPORTATION	Incl.handling	1
DCS CHECK-IN	Incl.handling	1
UM/YP/VIP/MAAS	Incl.handling	1
LOST & FOUND	Incl.handling	
LOADING/UNLOADING BAGS	Incl.handling	
PASSENGER STEPS	2 x Incl.handling	1
CLEANING	Incl.handling	1
TOILET SERVICE	Incl.handling	1
WATER SUPPLY	Incl.handling	1
HEAD REST COVERS SERVICE	8	1
HEAD SET	Incl.handling	1
PUSH BACK	N/A	1
ACU	N/A	
ASU		
GPU		

2. Payment condition. Payment by fact (with credit period).

Signed:

At: Pardubice

On behalf of: East Bohemian Airport a.s.

By Ing. Hana Smejkalová
Deputy Chairman of Board of Directors