

Agreement on Airport Charges and Services
Number of Agreement of Providing Company TAT/HNDL/3/2011

Between Contracting Parties:

EuroLOT SA

ul. 17 Stycznia 39

00-906 Warszawa

ID Number (IČO / REGON): 012278298

VAT ID Number (IČO DPH): PL5221887895

Account No.:

The Company is registered in the entrepreneurs register maintained with the District Court for the Capital City of Warsaw, 13th Commercial Division of the National Court Register under number KRS 0000044777

Hereinafter referred to as “**AIRLINES**”

and

Letisko Poprad-Tatry, a.s.

Na letisko 100

058 98 Poprad

ID Number (IČO): 35912651

VAT ID Number (IČ DPH): SK2021915621

Account No.:

The Company is registered in the Companies Register at the District Court in Prešov in Section: Sa, Rider No.: 10300/P

Hereinafter referred to as “**POPRAD-TATRY AIRPORT**”

Validity of Agreement: an indefinite period of time

PREAMBLE

AIRLINES has shown interest to operate scheduled flights from the Poprad-Tatry Airport operated by POPRAD – TATRY AIRPORT. POPRAD – TATRY AIRPORT being the operator of the Poprad-Tatry Airport wishes to increase the number of passengers at the Poprad - Tatry Airport and is prepared to provide AIRLINES with services on the basis of mutual profitability.

Definitions of terms used herein:

New scheduled destination

For the purposes of this Agreement, new scheduled destination means any scheduled flight that had not been operated during the flight schedule validity in the same period of last year by any other airline carrier.

Increase in frequency

Increase in frequency means an increase in the number of flights per week operated to an individual destination by AIRLINES by one or more flights per week.

Flight

Flight means 2 aircraft movements following each other (i.e. one arrival and one departure or one departure and one arrival depending on suitability).

I.

Subject Matter of Agreement

The subject matter hereof is the regulation of rights and obligations of POPRAD – TATRY AIRPORT and AIRLINES for scheduled flights by the aircraft of AIRLINES for using the facilities of the Poprad – Tatry Airport by the aircraft of AIRLINES.

II.

General Terms and Conditions

- 2.1 Fees and charges to be paid by AIRLINES to POPRAD - TATRY AIRPORT are denominated in the currency applied in the Aeronautical Information Publication of the Slovak Republic issued by Letové prevádzkové služby Slovenskej republiky štátny podnik, a state enterprise (the "AIP SR"), which is currently Euro (EUR).
- 2.2 Once the rates of fees and charges published in the AIP SR are changed during the term of this Agreement, percentage discounts on the fees and charges to be provided by POPRAD - TATRY AIRPORT in favor of AIRLINES under this Agreement shall be applied to the current rates of fees and charges determined in the appropriate Aeronautical Information Publication of the Slovak Republic. However, any increases in the fees and charges published in the Aeronautical Information Publication of the Slovak Republic shall not be taken into consideration during the first 12 months of the term hereof.

- 2.3 Any such discounts on the fees and charges for the use of airport as mentioned below are applicable to flight activities of AIRLINES to and from the Poprad – Tatry Airport controlled and operated by POPRAD – TATRY AIRPORT, provided the number of AIRLINES scheduled flights per week performed from the Poprad – Tatry Airport does not fall under two (2) scheduled flights per week.
- 2.4 POPRAD - TATRY AIRPORT shall use their best endeavors to handle the flights of AIRLINES at required times within the given capacity of the Poprad – Tatry Airport, unless it is to the detriment of already existing obligations of POPRAD – TATRY AIRPORT towards third parties. Any requirements to handle flights within scheduled flights except on currently published operating time of the airport have to be submitted by AIRLINES following prior agreement well ahead of schedule.
- 2.5 This Agreement and amendments thereto shall be binding also on legal successors of the Parties with respect to their relevant activities at the Poprad – Tatry Airport. In case either Party hereto is divided, the rights and obligations hereunder shall be exercised and fulfilled by the legal successor or the relevant Party, to which the power of attorney to perform the activities agreed herein is transferred and/or to which material and immaterial conditions for performing the above mentioned activities are transferred, unless agreed otherwise by the Parties or their legal successors. The above shall be also applied to any other structural changes in either Party hereto.

III.

Fees for Use of Airport

3.1 Landing fees

The calculation of landing fees is based on the maximum take-off mass (MTOM) of the aircraft given by the aircraft manufacturer or the average value of all modifications or versions used by individual operators.

- 3.1.1. The basic landing fees applied in accordance with valid fees published in the Aeronautical Information Publication of the Slovak Republic, Part GEN 4.1.1.2 for scheduled international flights shall be reduced by 50% during the first 12 months.
- 3.1.2. In case AIRLINES after 12 months of operation of the subject international air line up to completion of 36 months of operation of the subject international air line either maintains or increases the number of scheduled flights per week, the discount of 50% shall be applied on landing fees for scheduled flights of AIRLINES based on approved flight schedule on the subject air line for the given period of time.
- 3.1.3. Provision of reductions and discounts for the next term shall be modified by written amendment hereto.
- 3.1.4. The fees for training landings of aircraft shall be charged to AIRLINES in accordance with the relevant applicable provision of the Aeronautical Information Publication of the Slovak Republic.

3.2 Fees for the use of airport by passengers

Fees for the use of the Poprad – Tatry Airport by the passengers transported by AIRLINES have been agreed by the Contracting Parties as follows:

- 3.2.1. International scheduled flights of the AIRLINES shall be charged the fees for the use of airport by passengers in accordance with valid fees published in the Aeronautical Information Publication of the Slovak Republic, Part GEN 4.1.3.1 reduced by 50% for the first 12 months.
- 3.2.2. In case AIRLINES after 12 months of operation of the subject international air line to completion of 36 months of operation of the subject international air line either maintains or increases the number of scheduled flights per week, the discount of 50% shall be applied on fees for the use of the airport by passengers for scheduled flights of AIRLINES based on approved flight schedule on the subject air line for the given period of time.
- 3.2.3. Provision of reductions and discounts for the next term shall be modified by written amendment hereto.

IV. Payment Terms

- 4.1.1. Condition for application of discounts given in paragraphs 3.1. and 3.2. hereof shall be abiding by agreed contracting payment terms, maintenance and unreduced frequency of flights into individual destinations. Provided AIRLINES is delayed in invoices settlement by more than 14 days after the due date or AIRLINES, without prior agreement with the POPRAD – TATRY AIRPORT, reduces the number of flights into some destination for a period longer than 3 successive calendar weeks, the POPRAD – TATRY AIRPORT shall have the right to cancel provided discounts, and AIRLINES shall be as of next invoice obliged to pay the fees in full amount as relevantly published in the Aeronautical Information Publication of the Slovak Republic, Part GEN 4.1. on the date of performed flight.
- 4.1.2. AIRLINES undertakes to settle landing fees, fees for parking of the aircraft and fees for using airport by passengers, along with taxes and other payments set by the government in connection with the subject fees.
- 4.1.3. Invoicing of fees and charges shall be performed twice a month, namely for a period from 1st to 15th day of a month, and from 16th to the last day of the subject month.
- 4.1.4. Maturity date of the invoice shall be 20 days from the date of issuance.
- 4.2. AIRLINES shall settle the invoice, containing necessary requisites, to the account:

Bank: VÚB Poprad,
Acc. number: 1938238751 / 0200
IBAN: SK7902000000001938238751
SWIFT: SUBASKBX

- 4.3. The date of invoice settlement is understood the date of crediting the recipient's bank account with the invoiced amount.
- 4.4. Payments shall be effected in EUR.
- 4.5. An invoice shall have the requisites of tax document by course of valid legal regulations and shall be issued in the English and Slovak language. Provided the sent in invoice does not include all necessary requisites or is issued to incorrectly invoiced items, the POPRAD – TATRY AIRPORT shall return the invoice to the AIRLINES for correction or completion, at the same time the period of time from sending incompletely or incorrectly issued invoice shall not be recognized in due date and neither party hereto shall during this period of time or due to its existence have any entitlement to apply any sanctions towards the other contracting party, which in other case might be on this grounds applied.
- 4.6. Invoices shall be sent to AIRLINES to the following mailing address:
- Eurolot SA**
Ul. 17 Stycznia 39
00-906 Warszawa
- 4.7. In case AIRLINES does not settle the invoiced amount within another 14 successive days after the due date, the POPRAD – TATRY AIRPORT is entitled to refuse providing of further services to AIRLINES by the time the outstanding amount is settled and POPRAD – TATRY AIRPORT has the right to request the payment of landing fees either in cash or by credit card prior the aircraft departure.
- 4.8. POPRAD – TATRY AIRPORT bears no responsibility for damages and losses occurred to AIRLINES or third parties in case of delayed flight caused by unsettled due amount.

V.

Validity and Termination of Agreement

- 5.1 This Agreement becomes valid on the date of signatures of authorized representatives of both Contracting Parties being affixed hereto and shall be valid for an indefinite period of time and shall come in force on the date following the date of the Agreement's publication in the Central Register of Agreements kept by the Government Office of the Slovak Republic.
- 5.2 POPRAD – TATRY AIRPORT can terminate the Agreement if AIRLINES either suspends or reduces activity to and from the Poprad – Tatry Airport anticipated hereby and does not operate the agreed minimum number of two (2) scheduled flights per week to and from the Poprad – Tatry Airport for a period exceeding 30 successive calendar days during validity period hereof, or is delayed, even partially, with settlement of more than two (2) invoices after due date.
- 5.2.1. POPRAD – TATRY AIRPORT can terminate the Agreement if it cannot provide services either due to Acts of God or based on decision of the state civil air traffic

supervision authorities or any other authorized body, which imminently affects possibility of full and proper operation of the Poprad – Tatry Airport, and which POPRAD – TATRY AIRPORT is not able to imminently influence for over 60 successive calendar days during the term hereof.

- 5.3. AIRLINES can terminate the Agreement provided POPRAD – TATRY AIRPORT closes down the Poprad – Tatry Airport by reason of own business decision with the exception of cases the Poprad – Tatry Airport is closed down due to Acts of God or based on decision of the state civil air traffic supervision authorities or any other authorized body, which imminently affects possibility of full and proper operation of the Poprad – Tatry Airport, and which POPRAD – TATRY AIRPORT is not able to imminently influence for over 30 successive calendar days during the term hereof.
- 5.3.1. Provided the license or any other permission of POPRAD – TATRY AIRPORT or that of AIRLINES for performance of air transportation or any other permission of POPRAD – TATRY AIRPORT or that of AIRLINES for ensuring works and services given herein is partially cancelled, terminated or suspended, then the affected Party can terminate the Agreement to the date of such cancellation, termination or suspension effective date, at the same time immediately in writing notifying the other Party.
- 5.4. The Contracting Parties have agreed the notice period shall be one month and starts on the first day of the month following the month, in which the notice of termination hereof is delivered to the other Contracting Party.
- 5.5. The Contracting Parties herewith agree with publishing the full wording hereof in the Central Register of Agreements kept by the Government Office of the Slovak Republic.

VI.

Law and Jurisdiction

- 6.1. Both Contracting Parties have agreed that any disputes, proceedings or any other disagreements, which might arise based on this Agreement or in connection with hereof in any way or type, shall be governed by legal order of the Slovak Republic and shall be interpreted in compliance with the laws and other legal regulations of the Slovak Republic.
- 6.2. The Contracting Parties hereto have agreed they shall conform to jurisdiction of the Slovak Republic courts.
- 6.3. Provided any provision hereof is or becomes illegal, invalid or unenforceable in any respect, legality, validity or enforceability of the remaining provisions hereof shall not be in any way affected or disturbed.
- 6.4. Both contracting parties have agreed they shall make best effort to resolve the situation in good faith and spirit of mutual negotiations prior filing the application for judicial settlement.

- 6.5. Any changes and amendments hereto shall be made out in the written form and signed by both Contracting Parties.
- 6.6. This Agreement is made out in 4 copies in the English and Slovak language. Each party shall receive two copies.

At Poprad
Date

At Warsaw
Date

Letisko Poprad-Tatry, a.s.
Na letisko 100
058 98 Poprad

Eurolot SA
ul. 17 Stycznia 39
00-906 Warszawa



Ing. Ivana Herkeľová
Board of Directors Member



Ing. Jozef Kuper
Board of Directors Member

Letisko Poprad-Tatry, a.s.
Na letisko 100
058 98 Poprad