

CONTRACT No GK-20

Today, 14/MAR/2019, the following contract was made between:

**Plovdiv Airport EAD**, with registered office at Plovdiv Airport, Rhodopi municipality, 4009 Plovdiv, Bulgaria, EU VAT Nr.: BG 115007069, represented by Spas Shumanov – Chief Executive Officer, hereinafter referred to as **PDV**

And

**Lithuanian Air Force Air Base (LAF AB)**

Represented by

**Aleksiejus Bojevikas, Commander at interim of the LAF AB**

Hereinafter referred to as **Project Participant**.

Each of **PDV** and **Project Participant** a **Party** and collectively the **Parties**.

**PARAGRAPH 1. OBJECT AND VALIDITY OF THE CONTRACT**

- 1.1. This contract will cover the commercial relations between the Parties for the period 26/MARCH/ – 12/APRIL/2019, during the Project ETAP-C 19-02 Single Ship at Plovdiv Airport.
- 1.2. The contract is considered effective as of the date of its signature and it will be valid until full settlement of accounts between the Parties.

**PARAGRAPH 2. SETTLEMENTS OF ACCOUNTS**

- 2.1. PDV will invoice the Project Participant with the charges according to Letter of Activation (Project ETAP-C-19-02 Single Ship Letter of Activation for Bulgaria, Czech Republic, Germany and Lithuania) Section Two – Financial arrangements and the Annex to this Contract.
- 2.2. In case that no exemption certificate, PDV will charge 20% VAT.
- 2.3. The invoices will be reimbursed within 30 /thirty/ days of their receipt by the Project Participant.
- 2.4. All due sums will be remitted by the Project Participant to the bank account of PDV in Euro:  
Bank: DSKBANK  
BIC: STSABGSF  
IBAN: BG93 STSA 93000021672387
- 2.5. All bank charges and/or commissions are at the expense of the Project Participant.
- 2.6. In case any payment is delayed for more than 10 /ten/ days after the period determined in Sub-paragraph 2.3. hereof, PDV will charge interest to the Project Participant at a rate of 0,5% per day of the due amount, until the accounts are completely settled.

**PARAGRAPH 3. OTHER LEGAL ITEMS**

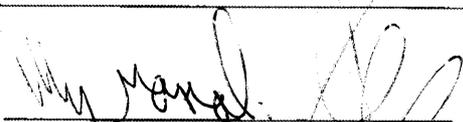
- 3.1. Each Party hereby represents and warrants to the other Party that the person executing this Agreement on its behalf is duly authorized and empowered to bind the Party to the extent outlined in this Contract.
- 3.2. Any Party will be relieved of liability for a partial or complete failure to perform its obligations under this contract if this failure was due to Force Majeure circumstances arising after the execution of this contract. "Force Majeure" circumstances will mean extraordinary events including, but not limited to, strikes, floods, fires, earthquakes, other natural calamities, wars, or military activities. The Party claiming Force Majeure will immediately notify the other Party of the Force Majeure circumstances, and the Parties will then agree on actions to be taken to mitigate the harmful effects of the Force Majeure.
- 3.3. All disputes arising out of or in connection with the contract will be first the subject of amicable negotiations between Parties. If, after 60 calendar days, the Parties have not resolved the dispute, it will be finally settled by binding arbitration conducted in Bulgaria.

This Contract will be governed by and constituted according to the laws of the Republic of Bulgaria.

Ruling Language: The language according to which this Agreement is to be constituted will be English.

- 3.4. Neither party may assign, directly or indirectly, all or part of its rights or obligations under this contract without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

<b>Lithuanian Air Force</b>	<b>PLOVDIV AIRPORT EAD</b>
	
<b>By: Aleksiejus Bojevikas</b>	<b>By: Spas Shumanov</b>
<b>Commander at interim of the LAF AB</b>	<b>CEO</b>

## PLOVDIV AIRPORT

## CHARGES

for rendered facilities, supplies, and services during

the ETAP-C 19-2

Description:	Total space:	Charge (excl. 20 %VAT):	Remark:
Rooms in the New Terminal building (incl. Paneling, Furniture, Water, Electricity, WC (incl. consumables)), Dining area, Hangar Space, Parking area access	249 sq.m.	<b>Total Charge (excl. 20%VAT) 4 895,75 Euro</b>	

According to the Bulgarian national legislation, no governmental aerodrome charges apply for such kind of military training flights.

Therefore, no amounts will either be invoiced or collected for landing fees, parking, passengers and security fees. No other charges associated with the requested military training flights apply at PDV.

**Additional facilities and services upon request, only:**

Hall – Airside (235 sq.m.)	196,-Euro per day (excl. 20 %VAT)
De-icing treatment of aircraft	180,-Euro/per operation (excl. 20 %VAT) Kill frost liquid will be charged separately: 4,-Euro/ per litre (50% water premix) (excl. 20 %VAT) 5,-Euro/ per litre (100% concentrate) (excl. 20%VAT)
Follow-me	30,-Euro/ one operation (excl. 20 %VAT)
GPU	65,-Euro/ per hour (excl. 20 %VAT)
220 AC power source	20,-Euro/ per hour (excl. 20 %VAT)
Portable Maintenance Lights	25,-Euro/ per hour (excl. 20 %VAT)
Maintenance step	20,-Euro/ per hour (excl. 20 %VAT)
Aircraft towing unit	115,-Euro/ one operation (excl. 20 %VAT)
Manually operated platform	20,-Euro/ per hour (excl. 20 %VAT)
Chocks	10,-Euro/ per day (excl. 20 %VAT)
Toilet service vehicle	30,-Euro/ per case (excl. 20 %VAT)
Water service vehicle	30,-Euro/ per case (excl. 20 %VAT)

All other requested facilities and services will be charged according to the Price List of Plovdiv Airport.