



Mreža za afirmaciju nevladinog sektora - MANS

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NVO MANS

Broj: 142424
Podgorica, 08.12.2022.

Ministarstvo kapitalnih investicija [e]

Predmet: Zahtjev za slobodan pristup informacijama

Poštovani,

Molimo Vas da nam na osnovu Zakona o slobodnom pristupu informacijama dostavite KOPIJU ugovora o zakupu vazduhoplova tip EMB 195 LR sa kompanijom Celestial Aviation Trading Limited 2 dana 10. oktobra 2011. godine.

Rješenje donešeno po ovom zahtjevu i KOPIJE traženih informacija možete dostaviti na adresu Dalmatinska ulica broj 188, 81000 Podgorica ili ih poslati na e-mail adresu spi@mans.co.me.

U slučaju da tražene informacije već posjedujete u elektronskoj formi, te da ne postoje dodatni troškovi njihovog skeniranja, možete ih dostaviti na e-mail adresu spi@mans.co.me.

Podnosilac zahtjeva:

Vanja Čalović Marković

Izvršni direktor NVO MANS

| Crna Gora MINISTARSTVO KAPITALNIH INVESTICIJA Podgorica | | | | |
|---|------------|----------|------------|--|
| Primjele: | 08.12.2022 | | | |
| Org. jed. | Redni broj | Pri. og. | Vrijednost | |
| MPI 16- | 348/22- | 167/1 | | |





UPI broj:16-348/22-167/6

Podgorica, 24.01.2023.godine

Na osnovu člana 125 tačka 4 Zakona o upravnom postupku ("Sl. list CG", broj: 56/2014, 20/2015, 40/2016 i 37/2017), a u vezi sa članom 37 Zakona o slobodnom pristupu informacijama ("Sl. list CG", broj 44/12, 30/17), postupajući po žalbi NVO MANS broj:142424 od 23.01.2023. godine, adresa Dalmatinska 188, Podgorica, Ministarstvo kapitalnih investicija, donosi:

RJEŠENJE

- I. **Dozvoljava se pristup** kopiji sljedećim informacijama:
 - ugovora o zakupu vazduhoplova tip EMB 195 LR sa kompanijom Celestial Aviation Trading Limited 2 dana 10.oktobra 2011. godine
- II. Pristup traženoj informaciji iz stava jedan dispozitiva ovog rješenja ostvariće se elektronski na e- mail adresu podnosioca zahtjeva spi@mans.co.me
- III. Podnosilac zahtjeva oslobođen je od troškova postupka
- IV. Žalba na rješenje kojim kojim se dozvoljava pristup informaciji ne odlaže izvršenje rješenja

Obrazloženje

Mreža za afirmaciju nevladinog sektora - Mans, adresa Dalmatinska 188, Podgorica dostavila je žalbu br. 142424 od 23.01.2023. godine, radi poništaja akta Ministarstva kapitalnih investicija UPI broj: 16-348/23-167/5 od 29.12.2022. godine. Oспорavajući pomenuti akt žalilac između ostalog navodi da je dana 8.decembra 2022. godine podnio zahtjev za slobodan pristup informacijama kojim su tražene kopije ugovora o zakupu vazduhoplova tip EMB 195 LR sa kompanijom Celestial Aviation Trading Limited 2 dana 10.oktobra 2011. godine, te da je Ministarstvo prosljedilo zahtjev Montenegro Airlines AD u stečaju.

S prethodnim u vezi, postupajući u ponovnom postupku, Ministarstvo kapitalnih investicija je utvrdilo da posjeduje tražene informacije, te da se u istoj ne nalaze podaci čijim bi se objelodanivanjem ugrozio neki od interesa iz člana 14 Zakona o slobodnom pristupu informacijama pa nalazi da žalbu treba usvojiti kao osnovanu, u skladu sa članom 13 i članom 21 stav 3 Zakona o slobodnom pristupu informacijama.

Članom 2 stav 1 tačka 2 Uredbe o naknadi troškova za pristup informacijama ("Sl. list CG", br. 66/16, 121/21) propisano je: da se Visina naknade troškova iz člana 1 ove Uredbe određuje za: 2) skeniranje informacije 0,20 €, po stranici. Takođe članom 4 pomenute Uredbe propisano je da Organ vlasti može iz razloga ekonomičnosti i srazmjernosti, u cilju zaštite prava stranaka i javnog interesa, odlučiti da podnosiocu zahtjeva ne naplaćuje troškove postupka ukoliko isti ne prelaze iznos od 3,00 €. Budući da se podnosiocu zahtjeva dostavljajaju 12 stranica formata A4 i da ovaj organ već posjeduje informacije u elektronskoj formi, te da ne postoje troškovi njihovog skeniranja isti je oslobođen od troškova postupka.

Članom 36 navedenog zakona, propisano je da žalba na rješenje kojim se dozvoljava pristup informaciji ne odlaže izvršenje rješenja.

S obzirom da je podnosilac zahtjeva oslobođen troškova postupka informacije će biti dostavljane zajedno sa uručenjem ovoga Rješenja.

Cijeneći iznijeto odlučeno je kao u dispozitivu ovog rješenja.

Uputstvo o pravnoj zaštiti: Protiv ovog rješenja, može se izjaviti žalba Agenciji za zaštitu ličnih podataka i slobodan pristup informacijama, preko ovog organa ili neposredno Agenciji za zaštitu ličnih podataka i slobodan pristup informacijama, u roku od 15 dana od dana prijema rješenja.

mr Ervin Ibrahimović



Dostavljeno:

- podnosiocu zahtjeva
- spisi predmeta
- a/a

AIRCRAFT SPECIFIC LEASE AGREEMENT

TO THE EXTENT THAT THIS AIRCRAFT SPECIFIC LEASE AGREEMENT CONSTITUTES CHATTEL PAPER (AS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS AIRCRAFT SPECIFIC LEASE AGREEMENT MAY BE CREATED THROUGH TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART, WHICH SHALL BE IDENTIFIED AS THE COUNTERPART DESIGNATED AS THE ORIGINAL ON THE SIGNATURE PAGE OF THIS AGREEMENT BY LESSOR.

TO THE EXTENT THE CAPE TOWN CONVENTION 2001 AND ITS PROTOCOL ON MATTERS SPECIFIC TO AIRCRAFT EQUIPMENT HAVE COME INTO EFFECT IN RELATION TO THE AIRFRAME OR ANY ENGINE, THE INTERESTS OF LESSOR, OWNER & ANY FINANCING PARTIES UNDER THIS LEASE AND/OR IN RESPECT OF THE AIRCRAFT SHALL BE CAPABLE OF REGISTRATION IN ACCORDANCE WITH SUCH CONVENTION AND PROTOCOL.

The parties listed below as Lessee and Lessor hereby agree in this AIRCRAFT SPECIFIC LEASE AGREEMENT dated as of 19TH October 2011 the following:

General

1. Lessee:

Montenegro Airlines A.D.

2. Lessor:

Celestial Aviation Trading [2] Limited subject to change from time to time by way of transfer certificate, assignment, lease novation etc.

3. Owner:

Celestial Aviation Trading [2] Limited, subject to change from time to time by way of transfer certificate, assignment, lease novation etc.

4. Guarantee required:

Guarantee in accordance with the requirements of the Common Terms Agreement no later than October 14th, 2011.

5. Guarantor:

The Government of Montenegro.

6. Aircraft:

One E-195LR aircraft.

On Delivery, the Aircraft shall have a:

MTOW of 50,790 kg;

MZFW of 42,500 kg; and

MLW of 45,000 kg.

7. **Manufacturer:**

Embraer S.A., a Brazilian corporation with its principal place of business at Av. Brigadeiro Faria Lima, 2170 - Putim, São José dos Campos, São Paulo, Brazil.

8. **Engines:**

Two General Electric CF34-10E5 engines, each of 17,390 lb. nominal take-off thrust.

9. **Common Terms Agreement:**

Aircraft Specific Lease Common Terms Agreement dated July 23rd, 2007 between Montenegro Airlines A.D. and GE Capital Aviation Services Limited (formerly GE Commercial Aviation Services Limited), as in effect on the date hereof without giving effect to any subsequent amendment, supplement, waiver or other modification thereto, unless Lessor and Lessee otherwise expressly agree.

10. **Duration of Term:**

120 months.

Payments

11. **Rent:**

The Rent payable per month, in respect of each Rental Period during the Term will be calculated as follows:

$A + [(T - X) \times N]$ where:

A is \$275,200 increased by the Manufacturer Escalation Factor;

X is 2.6;

T means the interest rate (expressed as a number rather than a percentage) in respect of a 7.5 year U.S. dollar fixed interest rate swap as quoted on Bloomberg Page IRSB (on the ask side of the page) and obtained by Lessor on the Quotation Date; provided that if no rate is quoted on such Bloomberg page for the relevant swap then such rate shall be obtained by linear interpolation of the rates (to two decimal places) of the two swap rates having a maturity closest (one longer, one shorter) to 7.5 years on that Bloomberg screen; and

N is \$16,300, increased by the Manufacturer Escalation Factor.

Manufacturer Escalation Factor means the percentage increase between the gross invoice price for the Aircraft on the basis of delivery of the Aircraft on the Delivery Date and the gross invoice price for that Aircraft which would have applied had the Aircraft been delivered in June 2011.

Quotation Date means the date two Business Days prior to the Delivery Date.

Rent will also be adjusted, using the N factor as set out above, multiplied by the movement, if any, in Lessor's cost of funds from July 14th, 2011 until two Business Days prior to the Delivery Date. Lessor shall notify Lessee of the amount of any such cost of funds movement and the resulting Rent movement two Business Days prior to the Delivery Date.

11A. Modification Rent:

If Lessee requests specification changes to Schedule A, Lessor shall request that such work be performed by the Manufacturer provided that:

- (i) Lessee provides Lessor with a written notice of such request, in a form, timing and substance satisfactory to Lessor in its reasonable discretion;
- (ii) Lessor and Manufacturer agree with such request; and
- (iii) Lessor and Lessee agree in writing with the cost of the requested specification change.

It is hereby acknowledged and agreed that the performance of such specification changes depend on the agreement by the Manufacturer and therefore, performance is beyond Lessor's control. If the specification changes are performed, then Lessee shall pay to Lessor an incremental Rent with respect to such changes and for this purposes the value of "A" in the above formula shall be increased in an aggregate amount of \$1,500 per each \$100,000 of additional costs by way of specification changes. In each case, the increase of the value of "A" in the above formula shall be pro-rated when taking account of the additional costs actually incurred. It is also hereby agreed that the total amount of specification changes costs shall not exceed the aggregate amount of \$250,000 in respect of the Aircraft.

12. Deposit:

Lessee shall deliver a Letter of Credit, in the LC Amount, which shall be deliverable at the following times and in the following amounts:

- a) \$150,000 receipt of which is hereby acknowledged;
- b) \$350,500 on or before October 14th, 2011; and
- c) \$349,500 not later than two Business Days prior to Delivery.

The LC Amount is equal to \$850,000.

13. Supplemental Rent:

Based on the Assumed Utilisation and Assumed Ratio, Lessee shall pay Supplemental Rent as noted below. Rates are based in June 2011 dollars.

14. Assumed Utilisation:

2,800 Flight Hours per annum.

15. Assumed Ratio:

2.0 Flight Hours to 1 Cycle ratio (2.0:1).

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16. **Assumed Ratio Adjustment Table:**

| Hour/Cycle Ratio: | 0.5 | 1.0 | 1.5 | 2.0 | 2.5 | 3.0 | 3.5 |
|---|-------|-------|-------|------|------|------|------|
| Engine Refurbishment Redelivery Supplemental Rent Rate | \$193 | \$135 | \$111 | \$97 | \$88 | \$82 | \$77 |

17. **Airframe Supplemental Rent Rate:**

\$69 per Flight Hour.

18. **Engine Supplemental Rent Rate:**

\$97 for each Engine Flight Hour.

19. **Engine LLP Supplemental Rent Rate:**

\$74 for each Engine Cycle.

20. **Landing Gear Supplemental Rent Rate:**

\$11 per Flight Hour.

21. **APU Supplemental Rent Rate:**

\$14 for each Flight Hour.

22. **Annual Supplemental Rent Adjustment:**

3.5% per annum, on each anniversary of the date hereof, except that for LLPs, the rate shall be adjusted by the percentage increase in the Engine Manufacturer's catalogue price for the set of LLPs as of today, compared with the catalogue price of that set on the relevant anniversary date.

Delivery

23. **Scheduled Delivery Month (Month Year):**

April 2013.

24. **Final Delivery Date:**

The date that is 365 days after the last day of the Scheduled Delivery Month.

25. **Delivery Location:**

Manufacturer's facility in San Jose dos Campos, Brazil.

26. **Delivery Condition:**

New, ex-factory, in accordance with specification detailed in Schedule A, painted in Lessee's advised livery and with export certificate of airworthiness from Brazil.

Technical

27. Airframe Structural Check:

Base maintenance events in block format in accordance with the then-current and revised Manufacturer's Maintenance Planning Document and categorized as either the 2nd or 4th Basic Check so that all scheduled and out of phase structural inspections have been cleared for a period corresponding to the then-current and revised 2nd Basic Check interval and calendar time equivalent based on the Lessee's last 12 months of operation.

28. AD Compliance Period:

180 days.

29. AD Sharing:

AD Cost sharing shall apply during the Term.

30. AD Threshold:

\$96,000.

31. AD Factor:

96 months.

Redelivery

32. Redelivery Definitions:

| Definition | Redelivery |
|------------------------------------|--|
| Engine Thrust Setting | As delivered. |
| Minimum APU Limit | Shall be not more than 2,000 Flight Hours since last gas path refurbishment. |
| Minimum Component Calendar Life | 24 Months |
| Minimum Component Cycles | 4,000 Cycles |
| Minimum Component Flight Hours | 4,000 Flight Hours |
| Minimum Engine Cycles | 4,000 Cycles |
| Minimum Engine LLP Cycles | 4,000 Cycles |
| Minimum Engine Flight Hours | 4,000 Engine Flight Hours |
| Minimum Landing Gear Calendar Life | 24 Months |
| Minimum Landing Gear Cycles | 4,000 Cycles |
| Minimum Landing Gear Flight Hours | 4,000 Flight Hours |
| Required EGT Margin | As required per manufacturer's then-current EGT degradation rates in order to achieve Minimum Engine Cycles and Minimum Engine Flight Hours to next expected removal |

for refurbishment or overhaul.

33. **Redelivery Location:**

An EASA-licensed base maintenance facility in Europe.

34. **Redelivery Check:**

The next sequential Basic Check in accordance with the then-current and revised manufacturer's Maintenance Planning Document so that all scheduled, and out of phase, inspections have been cleared for the following Basic Check interval and calendar time equivalent based on Lessee's last 12-months of operation.

35. **Additional Return Condition Requirements:**

On return, any replacement Life Limited Part ("Replacement LLP") installed in the Landing Gear during the Term shall have full Back-To-Birth traceability such that the Aircraft Documents and Records shall clearly demonstrate the history of each such Replacement LLP back to the original entry into service of that Replacement LLP.

Tax

36. **Lessor/Owner Tax Jurisdiction:**

Ireland.

37. **Subpart F Indemnity:**

Lessor has assumed that neither Lessor nor any of the Tax Indemnitees will be subject to United States income tax under Subpart F of the United States Internal Revenue Code of 1986, as amended (the "Code"), with respect to income from the Lease nor will the Aircraft be treated as "United States property" for purposes of Subpart F of the Code ("Subpart F Benefits").

(a) **Usage Covenant:** To support Lessor's or other applicable Tax Indemnitee's entitlement to the Subpart F Benefits, Lessee agrees that in each calendar year during the Term:

- (i) the Aircraft will be located outside the United States more than 50 per cent of the time; or
- (ii) more than 50 per cent of the miles traversed in the use of the Aircraft will be traversed outside the United States.

For the purpose of (i) and (ii) above, reference to the United States includes the Commonwealth of Puerto Rico and for (ii) above, any flight between two points in the United States, without an intervening stop in a foreign jurisdiction of at least 12 hours, is considered to be a flight traversed entirely within the United States and references to Aircraft include a separate reference to each Engine.

Lessee will make available to Lessor any records relating to the use and location of the Aircraft and each Engine, to the extent used separately from the Airframe, that Lessor may reasonably request to fulfill Lessor's or any Tax Indemnitees' tax reporting, filing, audit or litigation requirements and will otherwise reasonably co-operate with any requests of Lessor with respect to compliance with requirements for the Subpart F Benefits.

- (b) (i) Indemnity for breach of usage covenant: The remedy for the breach of any of the covenants contained in this clause shall be the right to receive the indemnity payments specified in this paragraph (b) from Lessee. Any such indemnity payments will be due within 30 days after Lessee's receipt of a written request from Lessor certifying that there has been a loss of Subpart F Benefits describing in reasonable detail the circumstances of such loss, the amount of such loss and the breach causing such loss.
- (ii) Lessee's indemnity obligation for Lessor's or the relevant Tax Indemnitee's entitlement to the Subpart F Benefits shall be, subject to Clause 5.10 of the Common Terms Agreement, the amount of U. S. income tax that would not have been incurred but for the loss or disallowance of the Subpart F Benefits that relates to any breach of the covenant set forth in paragraph (a) plus the amount of any interest, penalties and additions to tax payable by Lessor or the relevant Tax Indemnitee as a result of the loss or disallowance of the Subpart F Benefits.

Insurance

38. **Agreed Value:**

\$32,400,000 stated in June 2011 Dollars and adjusted at Delivery to the amount advised by Lessor to Lessee to reflect any increase in Manufacturer's price to Lessor from June 2011 to the Delivery Date.

This amount will reduce by \$1,000,000 annually starting with the Lessee's first insurance renewal date falling after the first anniversary of the Delivery Date, providing that no Default has occurred which is continuing.

When an Engine is installed on a different airframe, the agreed value of that aircraft shall be automatically increased by the replacement value for such Engine at the time of loss, and shall be so noted on the Aircraft insurance certificate.

39. **Minimum Liability Amount:**

\$500,000,000 or such greater amount that Lessee may carry on similar aircraft in its fleet from time to time.

40. **Damage Notification Threshold:**

\$250,000.

41. **Deductible Amount:**

\$250,000.

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ALL THE PROVISIONS OF THE SCHEDULES HERETO AND THE COMMON TERMS AGREEMENT ARE INCORPORATED BY REFERENCE HEREIN AND ARE PART OF THIS AIRCRAFT SPECIFIC LEASE AGREEMENT AS IF THEY WERE SET OUT IN FULL HEREIN.

IN WITNESS WHEREOF, the parties hereto have executed this Aircraft Specific Lease Agreement, each by its duly authorized representative(s), on 10 October, 2011

Celestial Aviation Trading ² ^(Pled) Services Limited

By: _____

Name: Diarmuid Hyde
Director

Title: _____

Place: Shannon, Ireland

Montenegro Airlines A.D.

By: _____

Name: ZORAN ĐURIS

Title: PRESIDENT AND ACTING CEO

Place: PODGORICA, OCTOBER 7TH, 2011



SCHEDULE A
Delivery Conditions

The Delivery Condition Requirements described below are solely a description of such conditions precedent and shall not be construed as a representation, warranty or agreement of any kind whatsoever, express or implied, by Lessor with respect to the Aircraft or its condition, all of which have been disclaimed by Lessor and waived by Lessee as set forth in the Lease, including in the Common Terms Agreement.

The Aircraft shall be manufactured according to (i) the standard configuration specified in the Technical Description TD 195 - Rev 15, December 2010 or as revised and current at the time of manufacture and will also be fitted with the following options, as described in the Options Guide OG 170/190 Family - Rev 25, December 2010 or as revised and current at the time of manufacture

| Item | EQUIPMENT |
|----------------|--|
| ATA 3 | General Aircraft Design Criteria |
| -/- | LR version |
| -/- | Structural provisions for AR version |
| ATA 11 | Placards & Markings |
| -/- | Fire proof leasing plates |
| ATA 21 | Air Conditioning |
| 212J001 | Fwd Baggage Compartment Ventilation (live animals transportation) |
| ATA 22 | Auto Flight |
| 221J001 | CAT IIIa w/ autoland (no HUD) |
| -/- (1) | Space provisions for HUD |
| ATA 23 | |
| 232J002 | SELCAL |
| 232J003 | Printer in cockpit linked to CMC, ACARS and FMC |
| 232J006 | CMF (ACARS) with 3rd VHF voice/ datalink Mode 2 included |
| 232J008 (2) | CPDLC-Control to Pilot Datalink Comm |
| 233J002 | ANR Headsets (model HMEC-26-CP) lightweight (set of 3 per a/c) |
| -/- | Provisions for dual HF |
| ATA 24 | Electrical Power |
| 240J004 | Cockpit and Electronic Compartments Electrical Outlets (110VAC/60Hz/150VA) |
| ATA 25 | Equipment/Furnishing |
| -/- | Elite Seats |
| 251J003 | Cockpit Crew Baggage Stowage |
| 252J012 | Pax seats coat hook (side mounted) |
| 252J013 | Life vest pouch for Elite seats |
| 252J015 | Leather dress cover |
| 252J022 | Moveable headrest with movable ear (not compatible with IFE) |

| | |
|----------------------|---|
| 252J053 | 3 rd Flight attendant seat (ultraleather w/ handset) |
| 252J054 | 4 th Flight attendant seat at zone 2 (ultraleather) |
| 252J055 | 5 Seat Belt extension |
| 254J002 | AFT Lavatory with access for disabled - soft partition |
| 254J004 | Baby Change Table in the AFT Lavatory |
| 255J002 | Cargo Compartments Nets FWD/AFT w/crew baggage net |
| 256J001 | Positioning report capability on the ELT |
| -/- (3) | Interior Layout consisting of G12H1 (modified to accommodate 1 stowage) in zone 1, G23F-FAS in zone 2, G33FL in zone 3, L4 in zone 4, S515A in zone 5, 116 pax seating (36 pax @ 32" pitch & 80 pax @ 31" pitch), windscreen B7D in zone 7, windscreen B8DS in zone 8 |
| -/- (4) | Galleys Inserts - Ovens, Coffee Makers, Hot Jugs, HS Trolleys, Standard Units & inserts electrical installation |
| standard | Pilot footrest |
| 252J001A | Movable Class Divider w/ aisle curtain |
| -/- | Provisions for Cabin Surveillance System including ceiling end caps |
| -/- | Ceiling end caps for CSS provisions |
| -/- | Stainless steel sinks in lavatories |
| ATA 31 | Indicating/Recording |
| 313J002 | QAR (Quick Access Recorder) |
| ATA 32 | Landing Gear |
| 324J001 | Autobrake system |
| ATA 34 | Navigation |
| 344J001 | Weather Radar with Turbulence Detection Mode (WU-880) |
| 344J004 | TCAS II Change 7.1 |
| 345J004 | Automatic Dependant Surveillance-Broadcast Out (ADS-B Out) |
| 346J001 | 2 nd FMS / GPS |
| standard | 2 nd Radio Altimeter |
| -/- | Provisions for 2 nd ADF |
| ATA 35 | Oxygen |
| 351J001 | 77 cubic feet oxygen cylinder |
| 352J003 / 352J004 | Oxygen masks in all PSU |
| ATA 38 | Water/Waste |
| standard | Vacuum toilet system |
| ATA 44 | Cabin System |
| 441J001 | Pre-Recorded Announcements -solid state-model PBS400/20 min. |
| 442J011 | Audio entertainment (MP3 Player with SD card media) |
| ATA 45 | Central Maintenance System |
| 452J001 | Dataloader Management Unit (DVD-ROM drive + PCMCIA slots) |
| ATA 49 | |

| | |
|------------------------------------|--|
| --/-- | APU access door |
| ATA 50 | |
| 503J001 | Cargo Compartment Floor Covering (Lexan) |
| ATA 52 Doors | |
| 520J001 | Reinforced Cockpit Door w/remote access control |
| 521J003 | Door sill doublers |
| --/-- | Provisions for Airstair (Zone 5 - structural only) |
| ATA 55/57 Stabilizers/Wings | |
| --/-- | Polished slats and horizontal stab leading edges |
| ATA 72 Engines | |
| --/-- | CF34-10E5 engines |

- (1) "Space provisions" for a specific installation means only existence of the required space for installation. Supports, holes, electrical wiring, hydraulic lines, etc. have not been provided during production. "Space provisions for" does not mean an adequate supporting structure has been provided. Provisions for a specific item of equipment, assembly or installation means that all associated supports, fittings, clamps, hydraulic piping, electrical wiring, etc. have been installed during production. Related space and weight have also been considered in order to allow the installation of the equipment on the airplane at any time without requiring additional parts. Standard items such as bolts, nuts, washers and cotter pins shall not be provided.
- (2) This item will be follow-on certification, which shall be accomplished no later than July 2012.
- (3) The Galleys are designed to accommodate the "galley inserts" (Hot Jugs, Trolleys, Ovens, Beverage Makers and Standard Unit) according to both ATLAS and KSSU Standards.
- (4) Galley inserts quantities according to the EMBRAER 190 ATLAS standard configuration:

| Insert | Quantity | G12H1 modified | G23F-FAS | G33FL |
|---------------|----------|----------------|----------|-------|
| Oven | 04 | - | 2 | 2 |
| Coffee Maker | 02 | 1 | - | 1 |
| Hot Jug | 02 | 1 | - | 1 |
| HS Trolley | 12 | - | 6 | 6 |
| Standard Unit | 01 | 1 | - | - |

SCHEDULE B
Delivery Conditions

SUPPLEMENTAL TERMS & CONDITIONS

Lessee will cooperate with Lessor and Manufacturer in providing inputs to the aircraft production process in a timely manner in accordance with the following milestones;

- Participation and definition of Customer Check-List (CCL) to specify in detail the cabin monuments, seating configuration, soft furnishings, loose equipment and other cabin options (may require travel to C&D interiors facility in Los Angeles, USA) not less than twelve month prior to Scheduled Delivery Month.
- Provide definition, templates and positioning of both external and internal placard requirements not less than six months prior to Scheduled Delivery Month.
- Define exterior paint livery drawings and specifications not less than five months prior to Scheduled Delivery Month.
- Advise aircraft registration, transponder and SELCAL code not less than ninety days prior to Scheduled delivery Month.