

**STANDARD GROUND HANDLING AGREEMENT  
(SIMPLIFIED PROCEDURE)**

**Annex B — Location(s), Agreed Services and Charges  
to the Standard Ground Handling Agreement (SGHA) of January 2013**

This Annex B for:

- the locations:
- (1) Zvartnots International Airport (EVN)  
Zvartnots, Yerevan, Republic of Armenia
  - (2) Gyumri “Shirak” Airport  
Gyumri, Republic of Armenia

**PREAMBLE:**

This Annex B is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of January 2013 as published by the International Air Transport Association shall apply to this Annex B 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. GROUND HANDLING CHARGES.**

**A. Ground Handling Passenger Aircraft Charges.**

Charges are imposed based on the maximum seat accommodation capability of each passenger aircraft.

Basic Ground Handling Charges.

The basic ground handling fee (BASIC FEE) varies by passenger aircraft accommodation capability as described in the following chart:

	PASSENGER AIRCRAFT SEATING CAPACITY	US\$
a.	1 to 15 seats	334
b.	16 to 30 seats	570
c.	31 to 60 seats	768
d.	61 to 85 seats	1.040
e.	86 to 115 seats	1.300
f.	116 to 150 seats	1.636
g.	151 to 200 seats	2.100
h.	201 to 300 seats	2.600
i.	301 and up seats	2.900

**B. Ground Handling Cargo Aircraft Charges (for the location of Zvartnots International Airport (EVN) only).**

Charges are imposed based on the maximum take-off weight of the cargo airplane.

Basic Ground Handling Charges.

The basic ground handling fee (BASIC FEE) varies by cargo aircraft maximum take-off weight as described in the following chart:

	CARGO AIRCRAFT MAXIMUM TAKE-OFF WEIGHT	US\$
11.01.01	0 to 50 tons	180
11.01.02	51 to 100 tons	220
11.01.03	101 to 150 tons	260
11.01.04	More than 150 tons	300

**Note: For further information on basic, as well as supplementary services and fees, please contact Commercial Department.**

**PARAGRAPH 2. STANDARD OF WORK**

2.1. Notwithstanding Sub-Article 5.1 of the Main Agreement, the Handling Company shall carry out all technical and flight operations services as well as other services also having a safety aspect, for example, load control, loading of aircraft and handling of dangerous goods, in accordance with the Carrier's instructions, receipt of which must be confirmed in writing or by electronic confirmation to the Carrier by the Handling Company.

In the case of absence of instructions by the Carrier, the Handling Company shall follow its own standard practices and procedures.

2.2. The Parties agree to not withstand Sub-Article 5.12 of the Main Agreement.

**PARAGRAPH 3. ACCOUNTING AND SETTLEMENT**

3.1. Notwithstanding Sub-Articles 7.1 and 7.2 of the Main Agreement, settlement of account shall be effected as follows:

3.1.1 The Handling Company shall invoice the Carrier per each flight with the charges arising from the provision of the handling services of Annex A as listed in Annex(es) B at the rates of charges set out in Annex(es) B.

3.1.2. Settlement shall be effected in United States of America Dollars (except for the charges listed in Sub-Paragraph 12.02.18, 12.05.05, 12.05.06 and 12.05.12 of Annex B), by bank transfer or bank deposit at the following account:

Beneficiary Bank: CONVERSE BANK CORP.  
 YEREVAN, RA,  
 SWIFT: COVBAM22  
 In Favor Of: "Zvartnots Handling" Closed Joint  
 Stock Company

Account number: AMD 1930010534560100  
US\$ 1930010534560101

- **For payments in US\$**

Correspondent Bank: DEUTSCHE BANK TRUST  
COMPANY AMERICAS,  
NEW YORK, USA  
SWIFT: BKTRUS33  
For credit Acc. 04418885

#### **PARAGRAPH 4. ARBITRATION**

4.1. In accordance with Article 9 of the Main Agreement, this Annex B1.0 shall be governed by and interpreted in accordance with the laws of the Republic of Armenia.

4.2. Notwithstanding Article 9 of the Main Agreement and subject to Clause 4.3. below, any dispute, controversy, claim or difference (a **Dispute**) arising out of, relating to or having any connection with this Agreement (including a dispute regarding the existence, validity, interpretation, performance or termination of this Agreement or the consequences of its nullity) shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (the **LCIA**) Arbitration Rules (the **Rules**) which Rules are deemed to be incorporated by reference into this Clause.

The arbitral tribunal shall consist of three arbitrators. The Handling Company and the Carrier shall each nominate one arbitrator. If, within 30 days of the Request for Arbitration being sent to the LCIA Registrar, either the Handling Company or the Carrier does not make a nomination for an arbitrator, the LCIA shall appoint two arbitrators. The third, who shall act as chairman, shall be nominated jointly by the first two arbitrators or, in the absence of any agreement between them, shall be appointed by the LCIA.

The seat, or legal place of arbitration, shall be London. The language used in the arbitral proceedings shall be English. All documents submitted in connection with the proceedings shall be in the English language or, if in another language, accompanied by an English translation.

4.3. At any time before an arbitral tribunal has been constituted under Clauses 4.2, either Party may by written notice to the other Party (a Notice) opt to litigate all Disputes or a specific Dispute. In the event such a Notice is given, Clause 4.2 shall not apply to the Dispute or Disputes referred to in the Notice and this Clause 4.3 shall apply instead. The courts of the Republic of Armenia shall have jurisdiction to hear the Dispute or Disputes referred to in a Notice. Service of any Notice pursuant to this Clause must be by registered post at the address given under this Annex B1.0.

#### **PARAGRAPH 5. DURATION, MODIFICATION AND TERMINATION**

5.1. Notwithstanding Sub-Articles 11.1, 11.4 and 11.6 of the Main Agreement, this Main Agreement and any Annex(es) B to this Agreement shall apply to an individual charter flight operated by the Carrier, unless the Parties have signed an agreement applicable to such flight.

5.2. Notwithstanding Sub-Article 11.5 of the Main Agreement, termination by either Party of all or any part of the services to be furnished at a specific location requires thirty days prior notice to the other Party. In the event of part termination of services, consideration shall be given to an adjustment of charges.

5.3. Notwithstanding Sub-Articles 11.11 and 11.12 of the Main Agreement, the Handling Company shall have the right at any time to vary the charges set out in the Annex(es) B provided, however that the Handling Company has given notice in writing to the Carrier not less than thirty days prior to the revised charges becoming effective. The notice shall specify the revised charges which the Handling Company proposes to introduce, together with the date on which they are to be brought into effect. Notwithstanding the foregoing, when changes occur in the schedule, and/or frequencies and/or types of aircraft, which affect the handling costs, the Handling Company shall have the right to adjust the handling charges as from the date of the change provided that the Handling Company does inform the Carrier within thirty days of the change.