

AMENDMENT NO. 5

To

PUBLIC-PRIVATE PARTNERSHIP AGREEMENT

of 12 August 2010

for the

**OPERATION AND EXPANSION OF
PRISTINA INTERNATIONAL AIRPORT**

- between -

**THE REPUBLIC OF KOSOVO,
acting by and through its
PUBLIC-PRIVATE-PARTNERSHIP
COMMITTEE**

and

LIMAK KOSOVO INTERNATIONAL AIRPORT J.S.C.

Dated November 18, 2022

THIS AMENDMENT TO PUBLIC-PRIVATE PARTNERSHIP AGREEMENT (hereinafter referred to as the "**Amendment**") is made as of November 18, 2022, by and between:

(1) **THE REPUBLIC OF KOSOVO**, acting by and through its Public-Private-Partnership Committee, duly represented herein by Mr. Hekuran Murati, Minister of Finance, Labor and Transfers in the capacity of Chairman of the Public-Private Partnership Committee, hereinafter referred to as the "**Grantor**";

and

(2) **LIMAK KOSOVO INTERNATIONAL AIRPORT J.S.C.**, a joint-stock company organized and existing under the laws of the Republic of Kosovo, with its registered office at the address: Qyteza Pejton - Mbreti Zog I, No. 9 Pristina, Republic of Kosovo 10000 duly represented herein by Haldun Fırat Köktürk, Managing Director of Limak Kosovo International Airport hereinafter referred to as the "**Private Partner**".

RECITALS

- A. On 12 August 2010, the Grantor and the Private Partner executed the Public-Private Partnership Contract for the operation and expansion of the Pristina International Airport "Adem Jashari", further amended under Amendment no. 1, dated 17.09.2015, Amendment no. 2, dated 25.11.2015, Amendment no. 3, dated 11.12.2020 and Amendment no. 4, dated 31.12.2021 entered between the Parties (the agreement and all its amendments are hereinafter referred to as the "**PPP Agreement**").
- B. In furtherance of the discussions, the Private Partner and the Grantor have agreed to amend Annex 2 of the PPP Agreement which shall allow the Grantor to retake possession of the areas, facilities, and land from the Private Partner described in this Amendment.

IT IS THEREFORE AGREED AS FOLLOWS:

1. DEFINITIONS

The terms used in this Amendment shall have the same meaning as defined in the PPP Agreement unless otherwise defined in the present Amendment, or, if the context, within which the term is used, requires a different interpretation.

2. AMENDMENT TO ANNEX 2 OF THE PPP AGREEMENT

The Parties agree that the Private Partner will return to the Grantor certain areas of the Site consisting in: the Old Arrival Terminal including the Departure building, Administration, the second floor of the Arrival building, the Parking Site, and the Green Area, including the respective portion of land, as highlighted in Schedule 1 attached to this Amendment (the "**Excluded Areas**"). In this regard, the map of Annex 2 of the PPP Agreement is hereby amended and restated as per Schedule 2 attached to this Amendment which will be the Site defined or referred to in the PPP Agreement.

For the sake of clarity and avoidance of any doubt, the above-mentioned Excluded Areas are returned by the Private Partner to the Grantor at the current conditions (as they are) and the Grantor accepts them in such conditions (as they are) without any claim whatsoever. The Excluded Areas will be used for the needs of Kosovo Customs. Any reference made and/or implied in the PPP Agreement to the Excluded Areas returned by the Private Partner to the Grantor under this Amendment shall be no longer valid and will be disregarded.

After the date of the execution of this Amendment, the Private Partner will not have any responsibility or obligation for the Excluded Areas.

The handover of the Excluded Areas will be recorded in the minutes to be signed by representatives of each party.

3. REPRESENTATIONS AND WARRANTIES

The Grantor and the Private Partner represent and warrant to each other: (i) to have all requisite power and authority, corporate or otherwise, to execute, deliver and perform all of its obligations under this Amendment, (ii) have taken all necessary action to authorize the execution, delivery and performance by it of this Amendment, (iii) that this Amendment has been duly executed and delivered and that this Amendment constitutes its valid and legally binding obligations, enforceable against it in accordance with their respective terms, (iv) that all consents, authorizations and actions of any kind necessary for the valid execution, delivery and performance by it of this Amendment have been obtained and are in full force and effect, (v) the execution and delivery by it of this Amendment and the performance by it of its obligations under this Amendment will not conflict with or constitute a breach or default under or violate any provision of any agreement, law, rule, regulation, order, writ, judgment, injunction, decree, determination or award applicable to it.

4. EFFECTIVE DATE OF THE AMENDMENT

Unless otherwise agreed upon in writing by the Parties, this Amendment shall become effective at the date of execution by both the Parties, subject to agreement by both parties.

5. MISCELLANEOUS

(a) All references to "the Agreement" in the PPP Agreement and all references to the PPP Agreement in all instruments and agreements executed thereunder including, refer to the PPP Agreement as amended under this Amendment.

(b) All other terms and conditions remain as in the original documents of the PPP Agreement except those which are inconsistent with this Amendment. This Amendment constitutes the entire obligation of the parties hereto with respect to the subject matter hereof and shall supersede any prior expressions of intent or understandings with respect to their subject matter.

(c) This Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, this Amendment has been executed by the duly authorized representatives of the Parties on the day, month, and year first above written.

THE REPUBLIC OF KOSOVO
acting by and through its
Public-Private-Partnership Committee
represented herein by:

Name: Mr. Hekuran Murati
Title: Minister of Finance, Labor and Transfers
Chairman of the Public-Private
Partnership Committee

Signature: 
Date: 23.11.22



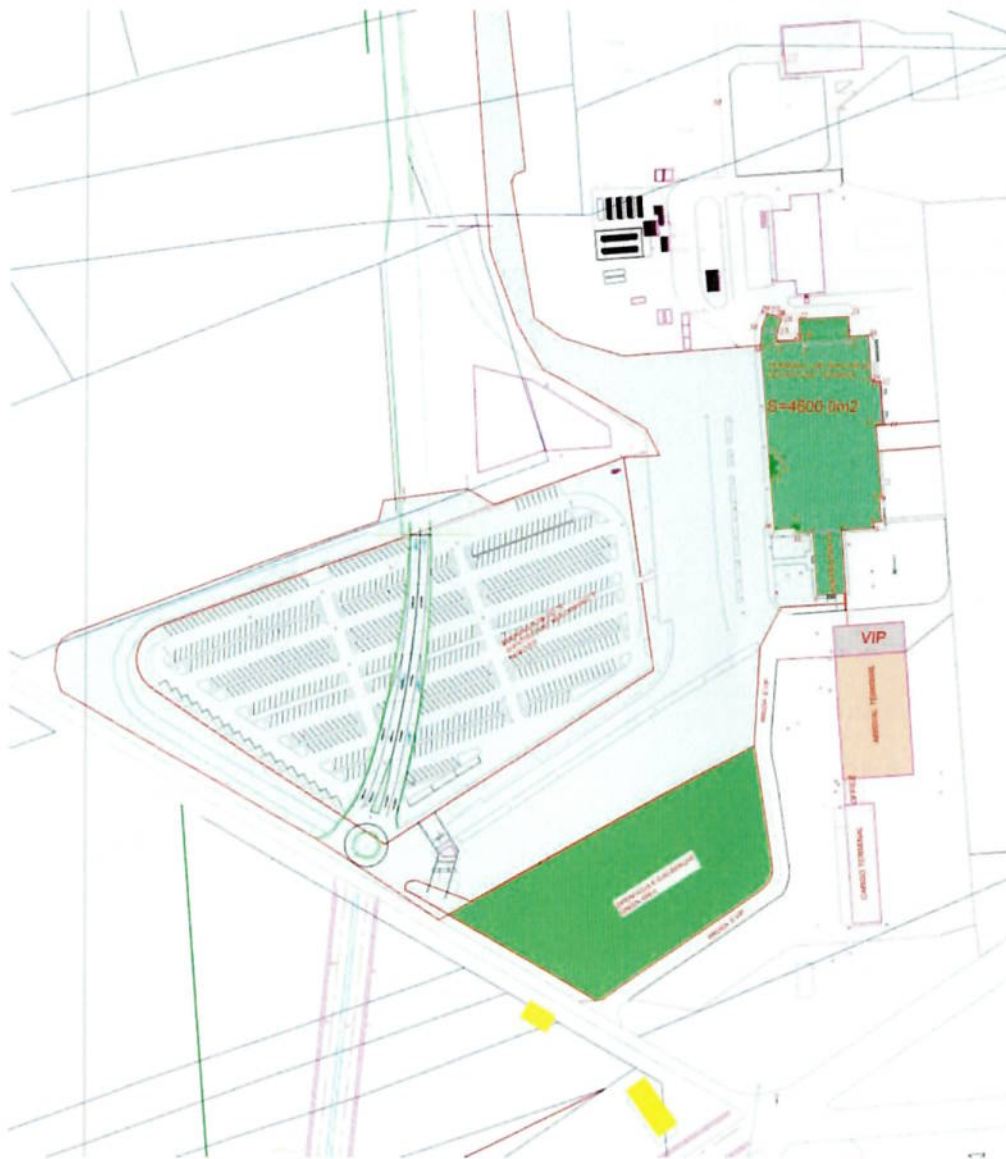
LIMAK KOSOVO INTERNATIONAL
AIRPORT J.S.C.
represented herein by:

Name: Haldun Fırat Köktürk
Title: Managing Director of LKIA

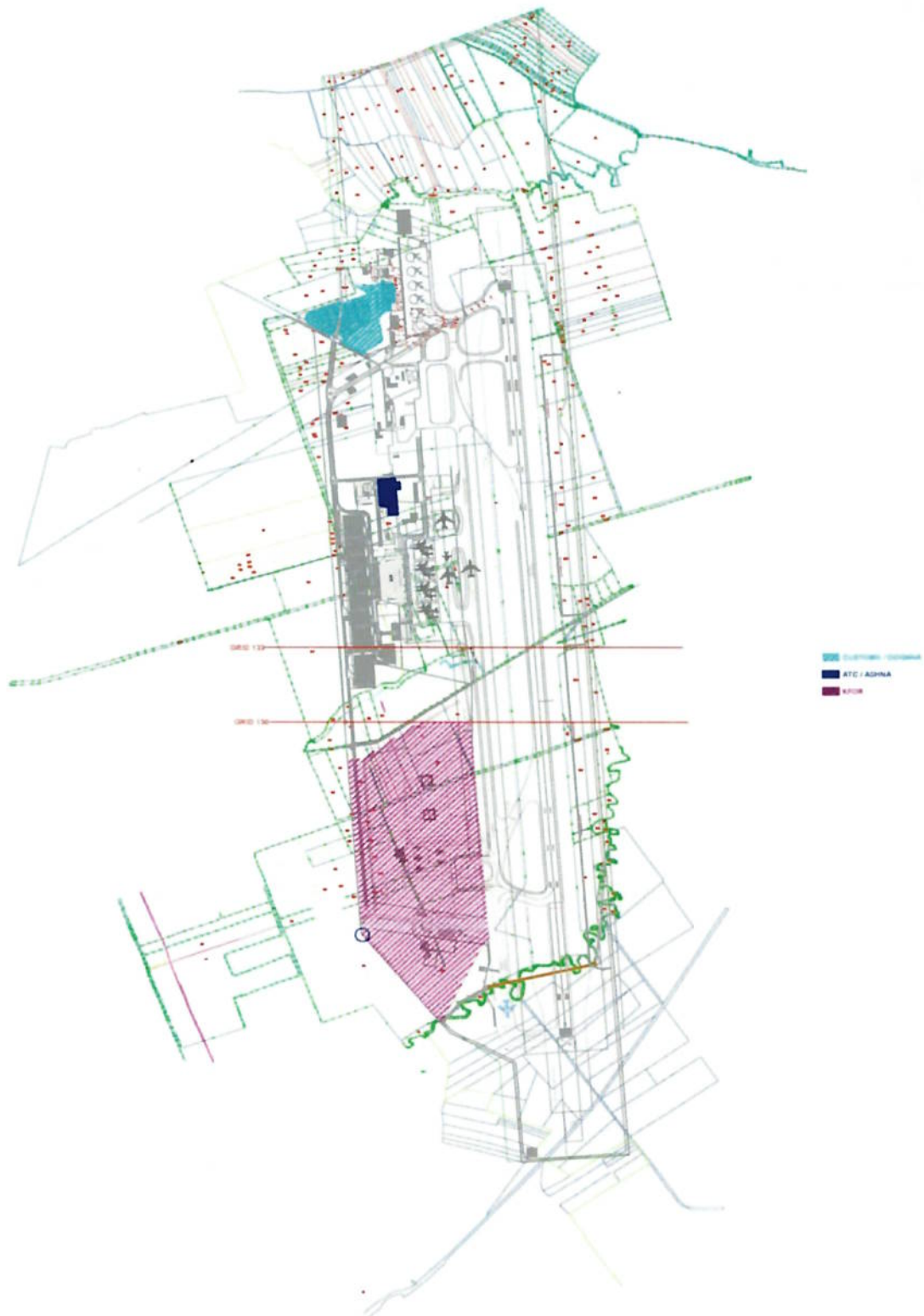
Signature: 
Date: _____



SCHEDULE 1



SCHEDULE 2



Pristina International Airport "Adem Jashari" Site with Excluded Areas: Military Zone, Old Arrival Terminal including Departure building, Administration, the second floor of the Arrival building, the Parking Site, and the Green Area, including the respective portion of land.