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AMENDMENT NO. 4

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 December 31, 2021

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THIS AMENDMENT TO PUBLIC-PRIVATE PARTNERSHIP AGREEMENT (hereinafter referred to as the “**Amendment**”) is made as of December [...], 2021, 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**”;

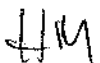
and

(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 1, No. 9 Pristina, Republic of Kosovo 10000 duly represented herein by Haldun Firat 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 (“hereinafter referred to as the “**PPP Agreement**”) for the operation and expansion of the Pristina International Airport “Adem Jashari”.
- B. In furtherance of the discussions, the Private Partner and the Grantor have agreed to amend certain provisions of the PPP Agreement in order to enable the Private Partner using all or part of the funds held in the Maintenance Reserve Account (Clause 9.1.11 of the PPP Agreement) and/or in the Enhancement Reserve Account (Clause 9.5.6 of the PPP Agreement), subject to the submission of bank guarantee. The amendment aims to allow the Private Partner to make efficient use of these funds for the purpose of the activities under the PPP Agreement during cases of Force Majeure which are defined in Clause 15.1 of the PPP Agreement, while keeping unharmed the interests of the Grantor protected by Clauses 9.1.11 and 9.5.6 of the PPP Agreement, thus being consistent with the original objectives of these Clauses and the PPP Agreement. For such purpose, the Parties executed the amendment no. 3 dated December 10, 2020, to the PPP Agreement (the “**Amendment no. 3**”).

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 SECTION 5 OF THE AMENDMENT NO. 3

Section 5 of the Amendment No. 3 – Effective Date of the Amendment (December 31, 2021) – of the PPP Agreement is amended and replaced by the following:

“Unless otherwise agreed upon in writing by the Parties, this Amendment shall become effective at the date of execution by both the Parties and shall be valid until December 31, 2022 with the possibility of extension, subject to agreement by both Parties.”

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 and shall be valid until December 31, 2022 with the possibility of extension, subject to agreement by both parties.

5. MISCELLANEOUS

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

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(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: 31.12.2021



**LIMAK KOSOVO INTERNATIONAL
AIRPORT J.S.C.**

represented herein by:

Name: Haldun Fırat Köktürk
Title: Managing Director of LKIA

Signature: 
Date: 31.12.2021

