

AGREEMENT ON SALE AND PURCHASE OF SHARES OF

Cargo Wagon, a.s.

ENTERED INTO BY AND BETWEEN:

Železničná spoločnosť Cargo Slovakia, a.s.

as the Seller

AND

AAE Wagon a.s.

as the Buyer

05. March 2015

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This **AGREEMENT** has been entered into **BY AND BETWEEN** the following parties:

The Seller

Business name: **Železničná spoločnosť Cargo Slovakia, a.s.**
Registered office: Drieňová 24, 820 09 Bratislava, Slovak Republic
Registration: with the Companies Register of Bratislava I District Court,
section Sa – insert No. 3496/B
Registration No. (IČO): 35 914 921
Represented by: Ing. Vladimír Lupták, Chairman of the Board of Directors
Ing. Jaroslav Daniška, Vice-Chairman of the Board of Directors

(hereinafter referred to as the **“Seller”**)

and

The Buyer

Business name: **AAE Wagon a.s.**
Registered office: Karadžičova 8/A, 821 08 Bratislava, Slovak Republic
Registration: with the Companies Register of Bratislava I District Court,
section Sa – insert No. 6020/B
Registration No. (IČO): 47 882 921
Represented by: JUDr. Andrea Dobišová, Chairman of the Board of Directors
Ing. Ivan Heczko, Member of the Board of Directors

(hereinafter referred to as the **“Buyer”**)

(hereinafter jointly referred to the Buyer and the Seller as the **“Parties”** and individually to any of them as the **“Party”**).

PREAMBLE

WHEREAS:

- A) The Seller holds 100 per cent package of shares of the Company (as this term is defined hereinafter).
- B) The Seller wishes to sell and the Buyer wishes to buy the Company's Shares (as the term Shares is defined hereinafter) in compliance with the terms and conditions of this Agreement;
- C) The Parties wish, that on the basis of the Agreement on Transfer and Lease Back (as this term is defined hereinafter), the Company shall acquire movable assets (Railway Carriages) from the Seller and, thereafter, shall lease part of the assets back to the Seller;
- D) The purpose of the transaction contemplated by this Agreement is to allow an entry of a strategic investor in the Company in order to meet in particular the following objectives:
 - to obtain for the Company the capital needed for the purchase of movable assets (Railway Carriages) according to the Agreement on Transfer and Lease Back and for the operation of the Company's undertaking;
 - to ensure professional and effective management of the Company and its assets;
 - to procure operating needs of the Seller (the need for carriages) by lease of movable assets – Railway Carriages by the Company according to the terms and conditions and for the period stipulated in the Agreement on Transfer and Lease Back;
- E) In order to record the relationship between the Parties as shareholders of the Company and to record their agreement as to the manner in which the business and the affairs of the Company shall be conducted, the Parties are, along with this Agreement, also entering into the Shareholders Agreement which shall stipulate the terms and conditions of their cooperation in relation to the execution of control over the Company after the acquisition of the Shares by the Buyer;

NOW, THEREFORE, THE PARTIES HAVE AGREED as follows:

1 INTERPRETATION OF TERMS

1.1 Definitions

In this Agreement (including its preamble and heading), unless otherwise implied by the context:

Agent shall mean the company UniCredit Bank Czech Republic and Slovakia, a.s., with its registered office at Želetavská 1525/1, Prague 4 - Michle 140 92, Czech Republic, Registration No. (IČ): 649 48 242, conducting its entrepreneurial activity in the territory of Slovak Republic through its branch UniCredit Bank Czech Republic and Slovakia, a.s., pobočka zahraničnej banky, with its registered office at Šancová 1/A, Bratislava 813 33, Slovak Republic, Registration No. (IČO): 47 251 336, registered with the Companies Register of Bratislava I District Court, section Po, insert No. 2310/B which will have the function of an agent for the purpose of administration of the Escrow Account and disposal of funds deposited to the Escrow Account in compliance with the Escrow Agreement.

Agreement shall mean this Agreement, including any Annexes and amendments hereto.

Agreement on Transfer and Lease Back shall mean the "Agreement on Transfer of Movable Assets for Consideration and Subsequent Lease Back of Means of Transport" to be concluded by and between the Company as the buyer or the lessor and the Seller as the seller or the lessee in the wording which will in all material aspects correspond with Annex No. 1 of the Shareholders Agreement, while the essence of the Agreement on Transfer and Lease Back shall be that the Seller shall transfer to the Company the movable assets (Railway Carriages) specified therein and, subsequently, shall lease back part of these movable assets – all that under the terms and conditions stipulated therein.

Arbitration Court shall mean the International Court of Arbitration of the International Chamber of Commerce.

Bank Loan shall mean the facility (or facilities) which the Financing Entity shall provide to the Company under the terms and conditions of the Bank Loan Agreement.

Bank Loan Agreement shall mean the senior term facilities agreement which will be concluded by and between the Financing Entity as a lender and the Company as a borrower in compliance with Sections 2.4 and 3.1 b) hereof.

BIG 4 shall mean PricewaterhouseCoopers, Deloitte, KPMG and Ernst & Young.

Business Day shall mean a day other than Saturday, Sunday or rest day in Slovak Republic and **Business Days** shall mean two or more of them.

Buyer's Account shall mean the account held by the Buyer in Slovenská sporiteľňa, a.s., IBAN SK [REDACTED], BIC GIBASKBX or any other account to be notified by the Buyer to the Seller in writing afterwards.

Central Depository shall mean Central Securities Depository of Slovak Republic (*Centrálny depozitár cenných papierov SR, a.s.*), a company established and existing according to the legal regulations of Slovak Republic, with its registered office at ul. 29. augusta 1/A, 814 80 Bratislava, Slovak Republic, registered with the Companies Register of Bratislava I District Court, section Sa, insert No. 493/B, Registration No. (IČO): 31 338 976.

Central Registry of Contracts shall mean the central registry of contracts maintained according to paragraph 5a of the Slovak Act No. 211/2000 Coll. on free access to information, as amended.

Commercial Code shall mean the Slovak Act No. 513/1991 Coll. Commercial Code, as amended.

Company shall mean the Slovak joint-stock company Cargo Wagon, a. s., with its registered office at Lúčna 2, 821 05 Bratislava, Slovak Republic, Registration No. (IČO): 47 523 441, registered with the Companies Register of Bratislava I District Court, section Sa, insert No. 5889/B.

Competition Authorities shall mean the Antimonopoly Office of Slovak Republic and any other competition authority authorized to decide on the concentration which may arise on the basis of this Agreement and/or Shareholders Agreement and/or Agreement on Transfer and Lease Back and **Competition Authority** shall mean any of them individually.

Conditions Precedent shall mean two or more conditions precedent referred to in Section 3.1 hereof and **Condition Precedent** shall mean any of them individually.

Data Room shall mean any electronic data room containing documents and written information relating to, *inter alia*, the Company and the Shares, disclosed or made available to the Buyer (or any of its respective shareholders, directors, officers, employees or agents, or financial, accounting or legal advisers, involved on the part of the Buyer in negotiating) from 15 January 2014 through 15 May 2014 by the Seller and/or any other person, whether on the Seller's behalf or at the Seller's request.

Effective Date shall mean the day when this Agreement takes effect according to Section 13.1 hereof.

Encumbrance shall mean any charge, pledge, lien, mortgage, hypothecation, title retention, security interest or any other security agreement or arrangement or any other right of a third party, including pre-emption right and option right, or any agreement to create any of the above and **Encumbrances** shall mean two or more of them.

Escrow Account shall mean the escrow account (to be) established on the basis of the Escrow Agreement.

Escrow Agreement shall mean the escrow agreement which will be concluded between the Agent and the Parties in compliance with Section 2.7 hereof and which shall in all material aspects correspond to Annex No. 1 hereto.

Extract from the List of Shareholders shall mean the extract from the list of the Company's shareholders kept by the Central Depository or any other document issued by the Central Depository, evidencing the Buyer as the shareholder of the Company holding shares which represent 66% of the Company's registered capital.

Financing Entity shall mean (i) a bank or (ii) a branch of a foreign bank or (iii) each and all of a group of banks and/or branches of foreign banks, as the case may be, that shall grant the Bank Loan to the Company subject to the terms and conditions of the Bank Loan Agreement, while a reference to a member of the Financing Entity in this Agreement shall mean any of such banks and/or branches of foreign banks individually.

Longstop Date shall mean the last day of a period of 8 (eight) months after the Effective Date, unless otherwise agreed by the Parties in written.

Operating Loan shall mean the loan (to be) provided to the Company by the Seller under the terms and conditions of the Operating Loan Agreement.

Operating Loan Agreement shall mean the loan agreement (to be) entered into by and between the Seller as the lender and the Company as the borrower in compliance with Section 2.6 hereof.

Parties and **Party** shall have the meaning referred to in heading hereof.

Purchase Price shall mean the sum of a total price for the transfer of the Shares from the Seller to the Buyer according to this Agreement as it is defined in Section 2.3 hereof.

Railway Carriages shall have the meaning referred to in Article 2 of the draft of the Agreement on Sale and Lease Back attached as Annex No. 1 to the Shareholders Agreement.

Report shall mean a written report confirming performance of the acts referred to in Section 5.2 hereof, signed by the Parties according to Section 5.3 hereof.

Rights Attached to the Shares shall mean all the rights which are, according to the legal regulations and the Company's Articles of Association, associated with the Shares, namely the right to participate in profit and liquidation balance, the right to participate in the management of the Company, the right to take part in the General Meeting of the Company and require information at the General Meeting of the

Company, including voting rights attached to the Shares and **Right Attached to the Shares** shall mean any of them individually.

Rules shall mean the Rules of Arbitration of the International Chamber of Commerce.

Securities Act shall mean the Slovak Act No. 566/2001 Coll. on Securities and Investment Services, as amended.

Seller's Account shall mean the account held by the Seller in Všeobecná úverová banka, a.s., IBAN SK [REDACTED], BIC SUBASKBX or any other account to be notified by the Seller to the Buyer in writing afterwards.

Seller's Breach shall mean the case when:

- (i) any of the Seller's representations given under Article 7 hereof is untrue at the time as of which such representation is according to this Agreement provided, while:
 - a) if any of the Seller's representations given under Article 7 hereof is due to the same matter or circumstance untrue at different times as of which such representation is according to this Agreement provided, such case shall be deemed, for the purposes of this Agreement, a single Seller's Breach; and
 - b) if the same matter or circumstance causes untruthfulness of two or more of the Seller's representations given under Article 7 hereof at any time as of which such representations are according to this Agreement provided, such case shall be deemed, for the purposes of this Agreement, a single Seller's Breach; or
- (ii) any of the Shares has any other defect (*in Slovak: vada*).

Shareholders Agreement shall mean the "Shareholders Agreement" entered into by and between the Seller and the Buyer on the Signature Date, along with this Agreement, where the Shareholders Agreement relates to the future exercise of shareholders rights in the Company.

Shares shall mean 2 (two) ordinary paper registered shares with voting rights which are issued by the Company and which represent 66% of the Company's registered capital, namely shares with No. 102 and 103, each of them with the nominal value of EUR 3,300,000 (in words: three million three hundred thousand euros), where all these Shares are to be sold hereunder by the Seller to the Buyer and **Share** shall mean any of them individually.

Signature Date shall mean the day of signing of this Agreement by both Parties, i.e. the day mentioned on the first page hereof.

Subsidiary Loan shall mean the loan which the Buyer shall provide to the Company under the terms and conditions of the Subsidiary Loan Agreement.

Subsidiary Loan Agreement shall mean the loan agreement which will be concluded by and between the Buyer as a lender and the Company as a borrower in compliance with Section 2.5 hereof.

Transfer Date shall mean the day when the actions according to Section 5.2 letter a) hereof take place.

Valuation shall mean the valuation prepared by any of BIG 4 in order to determine the value of the Shares (as if the Seller's Breach did not occur) and the reduced value of the Shares (reflecting the amount of reduction of the value of the Shares resulting from the Seller's Breach), both values to be determined as of the Transfer Date, in accordance with Article 8 hereof.

VAT shall mean value added tax as it is defined and regulated by generally binding legal regulations of Slovak Republic.

1.2 **Interpretation**

In this Agreement, unless other intention is implied by the context:

- a) A reference to Article, Section, letter or other provision or Annex shall mean a reference to Article, Section, letter or other provision or Annex of this Agreement.
- b) Headings of Articles and Sections are provided for convenience only and shall have no effect on the interpretation of this Agreement.
- c) A reference to a Party or other person provided herein shall also include its legal successors (whether universal or singular, as the case may be), if any.
- d) Defined terms in singular shall include plural and vice versa.

2 SUBJECT MATTER OF THIS AGREEMENT

2.1 By concluding this Agreement:

- a) the Seller undertakes to transfer to the Buyer the ownership title to the Shares and
- b) the Buyer undertakes to pay for that the Purchase Price and
- c) each Party also undertakes to meet other obligations following from this Agreement,

namely on and subject to the terms and conditions of this Agreement.

2.2 The obligation to transfer the Shares

On and subject to the terms and conditions of this Agreement, the Seller undertakes to transfer to the Buyer the Shares, including all Rights Attached to the Shares, free from any Encumbrances (except for restrictions foreseen in or implied or contemplated by the Shareholders Agreement, restriction or Encumbrances on transferability of the Shares as it is registered in relation to the Company with the Companies Register, eventual restrictions or Encumbrances relating to securing of receivables of the Financing Entity or any member of the Financing Entity under or in connection with the Bank Loan Agreement, inclusive of an eventual pledge over the Shares and/or the Rights Attached to the Shares in favour of the Financing Entity or any member of the Financing Entity, eventual restrictions or Encumbrances permitted by the Buyer in writing, eventual restrictions or Encumbrances relating to securing of receivables of the Buyer under or in connection with the Subsidiary Loan Agreement and eventual restrictions or Encumbrances relating to securing of receivables of the Seller under or in connection with the Operating Loan Agreement).

The Parties have agreed that partial performance of the subject-matter of this Agreement is not permissible and the Buyer shall not be obliged to purchase the Shares from the Seller unless the Seller delivers to the Buyer, subject to the terms and conditions of this Agreement, all the Shares simultaneously.

2.3 Purchase Price

On and subject to the terms and conditions of this Agreement, the Buyer undertakes to pay the purchase price to the Seller in the amount of EUR 3,500,000 (in words: three million five hundred thousand euros) per one Share, i.e. the (total) Purchase Price of EUR 7,000,000 (in words: seven million euros) for all the transferred Shares.

The Parties have agreed, that the Purchase Price is payable in the manner and time as provided in Section 2.9 letter a) hereof, if funds amounting to the Purchase Price are released from the Escrow Account as described in Section 2.9 letter a) hereof, otherwise the Purchase Price is payable within a period of 30 days following submitting of both, the Report and the Extract from the List of Shareholders, by the Seller to the Buyer.

The Purchase Price shall be deemed to be paid to the extent in which respective funds are credited to the Seller's Account.

2.4 Bank Loan

The Buyer further undertakes to use all reasonable endeavours to ensure grant of a loan in the amount of EUR 196,661,200 (in words: one hundred ninety-six million six hundred sixty-one thousand and two hundred euros) by the Financing Entity to the Company under the terms and conditions of the Bank Loan Agreement (i.e. the Bank Loan).

The purpose of the Bank Loan shall be to allow the Company to pay a part of the consideration for the transfer of the movable assets (Railway Carriages) from the Seller, which is not financed from the Subsidiary Loan, and to pay VAT liabilities accruing on the (total) consideration for the Railway Carriages, on the basis of the Agreement on Transfer and Lease Back.

The Buyer shall use all reasonable endeavours to procure that the draft Bank Loan Agreement, satisfactory to the Financing Entity and the Seller (acting reasonably), shall be submitted to the Seller not later than 5 Business Days after the fulfilment (or waiving) of the Condition Precedent under Section 3.1 letter a) hereof.

2.5 Subsidiary Loan

The Buyer further undertakes to sign the Subsidiary Loan Agreement on and subject to the terms and conditions, which shall in all material aspects correspond with Annex No. 2 hereto.

Under the terms and conditions of the Subsidiary Loan Agreement the Buyer shall grant a loan to the Company in the amount of EUR 20,000,000 (in words: twenty million euros) (i.e. the Subsidiary Loan) prior to drawdown of the Bank Loan by the Company.

The purpose of the Subsidiary Loan shall be (among others) to allow the Company to pay a part of the consideration for the transfer of the Railway Carriages from the Seller on the basis of the Agreement on Transfer and Lease Back.

The Buyer undertakes to inform the Seller in due time of the day when the Subsidiary Loan Agreement is to be signed by the Buyer.

The Seller shall use all reasonable endeavours to procure that the Subsidiary Loan Agreement, if to be signed by the Buyer in compliance with this Section 2.5 hereof, shall be signed by the Company without undue delay.

2.6 Operating Loan

The Seller further undertakes to procure that the Operating Loan Agreement is signed on and subject to the terms and conditions, which shall in all material aspects correspond with Annex No. 2 hereto.

Under the terms and conditions of the Operating Loan Agreement the Seller shall grant to the Company a loan in the amount of EUR 10,000,000 (in words: ten million euros) (i.e. the Operating Loan) prior to drawdown of the Bank Loan by the Company. The Operating Loan must not be used for the purpose of financing the purchase of the Railway Carriages under the Agreement on Transfer and Lease Back or payment of VAT liabilities accruing in relation therewith.

Unless otherwise agreed by the Parties, the Operating Loan shall be provided to the Company as far as possible on the same terms as the Subsidiary loan under the

Subsidiary Loan Agreement and payment obligations of the Company under the Operating Loan Agreement shall rank at least *pari passu* with all (present and future) payment obligations of the Company under the Subsidiary Loan Agreement, save for such obligations as may be preferred by mandatory provisions of law.

2.7 Escrow Agreement

Not later than within 5 Business Days after the Effective Date, there shall be concluded the Escrow Agreement between the Agent and the Parties, namely in the wording which shall in all material aspects correspond with Annex No. 1 hereto.

2.8 The Buyer undertakes to deposit (or to secure deposition of):

- a) the sum of money in the amount of EUR 700,000 (in words: seven hundred thousand euros) (i.e. the sum corresponding to 10 per cent of the Purchase Price) to the Escrow Account not later than within 10 Business Days after the Effective Date;
- b) the sum of money in the amount of EUR 6,300,000 (in words: six million three hundred thousand euros) (i.e. the sum corresponding to 90 per cent of the Purchase Price) to the Escrow Account not later than within 5 Business Days after the Conditions Precedent under Section 3.1 letters a) to f), h) to p) hereof are met (or waived).

2.9 Release of funds from the Escrow Account in case of transfer of the Shares to the Buyer

Within 3 Business Days following submitting of both, the Report and the Extract from the List of Shareholders, by either Party to the Agent, the Agent shall, according to the Escrow Agreement, release from the Escrow Account:

- a) funds corresponding to 100 per cent of the Purchase Price, namely in favour of the Seller's Account;
- b) interest, if any, accrued on the funds deposited to the Escrow Account, namely in favour of the Buyer's Account,

unless the funds deposited on the Escrow Account were released earlier in accordance with Section 2.10 hereof.

2.10 Release of funds from the Escrow Account in case of termination (cancellation) of this Agreement

If this Agreement terminates or is cancelled on the basis of an agreement of the Parties, due to withdrawal from this Agreement by either Party or otherwise:

- a) The Agent shall release from the Escrow Account, according to the Escrow Agreement, within 3 Business Days following the day when either Party submitted to the Agent any of the documents referred to in Section 2.11 letters (i)

to (iii) hereof, the funds in the amount in which the funds deposited on the Escrow Account exceed the amount of EUR 700,000 (in words: seven hundred thousand euros), including any interest accrued on such amount, namely in favour of the Buyer's Account.

- b) The funds in the amount of EUR 700,000 (in words: seven hundred thousand euros) or, in case that the amount of funds deposited on the Escrow Account is lower, all the funds deposited on the Escrow Account, including any interest accrued on the respective amount, shall be released by the Agent from the Escrow Account according to the Escrow Agreement in favour of the Buyer's Account if, within a period of 60 Business Days following the day, when either Party submitted to the Agent any of the documents referred to in Section 2.11 letters (i) to (iii) hereof, no Party submitted to the Agent: (i) a copy of a document by which the Seller submitted his claim for payment of a contractual fine under this Agreement for arbitration (or to a court in Slovak Republic) or (ii) any document, signed by both Parties, confirming the Seller's claim against the Buyer for payment of a contractual fine under this Agreement.

The Agent shall release funds (including respective interest, if any) according to the previous sentence of this Section 2.10 letter b) within 3 Business Days after the respective period of 60 Business Days expires in vain.

That shall be without prejudice to the application of any rights following from the breach of this Agreement against any of the Parties, as the case may be.

- c) If either Party submits to the Agent: (i) a copy of a document by which the Seller submitted his claim for payment of a contractual fine under this Agreement for arbitration (or to a court in Slovak Republic) or a (ii) document, signed by both Parties, confirming the Seller's claim against the Buyer for payment of a contractual fine under this Agreement, namely within the respective period of 60 Business Days referred to in Section 2.10 letter b) hereof, the funds in the amount of EUR 700,000 (in words: seven hundred thousand euros) or, in case that the amount of funds deposited on the Escrow Account is lower, all the funds deposited on the Escrow Account, including any interest accrued on the respective amount, shall be released by the Agent from the Escrow Account according to the Escrow Agreement in favour of the account of the Party (i.e. Buyer's Account or Seller's Account, as the case may be) which has succeeded (in whole or in part) in a respective dispute.

The Agent shall release funds according to the previous sentence of this Section 2.10 letter c) within 3 Business Days following the day when either Party submitted to the Agent: (i.i) the respective binding arbitration award or (ii.ii) the respective binding court decision or (iii.iii) a binding agreement of the Parties on settlement of the Seller's claim against the Buyer for payment of a contractual fine under this Agreement.

- 2.11 If either Party submits to the Agent: (i) an agreement of the Parties on termination (or cancellation) of this Agreement or (ii) a copy of a notice of withdrawal of either Party from this Agreement or (iii) a written statement of either Party declaring termination (or cancellation) of this Agreement, the submitting Party shall notify of such fact to the other Party, namely in written and not later than within 2 Business Days.

3 CONDITIONS PRECEDENT

3.1 Conditions Precedent

The transfer of the Shares shall not take place earlier than after all the following Conditions Precedent are fulfilled (or waived):

- a) Each of the Competition Authorities has validly decided that it agrees with the concentration according to this Agreement and/or Shareholders Agreement and/or Agreement on Transfer and Lease Back or it has suspended proceedings due to the fact that the concentration according to this Agreement and/or Shareholders Agreement and/or Agreement on Transfer and Lease Back is not subject to its control or it has issued any other decision with similar effect; when the decision of the Competition Authority consenting with the concentration according to this Agreement and/or Shareholders Agreement and/or Agreement on Transfer and Lease Back or any other decision of the Competition Authority with similar effect imposes any conditions and/or duties, the Condition Precedent under this letter a) hereof shall be deemed to be fulfilled if: (i) each entity affected by any of the imposed conditions and/or duties accepts it according to Section 3.2 hereof and (ii) in case such conditions and/or duties are imposed on the Company, if the Parties, according to Section 3.2 hereof, jointly decide (and record such decision in written) that the Company accepts such conditions and/or duties.
- b) The Buyer has delivered to the Seller (i) a draft of the Bank Loan Agreement, prepared in accordance with this Agreement and conditions of which are satisfactory to the Financing Entity and the Seller (acting reasonably), and (ii) a written statement signed by the Financing Entity certifying that the Financing Entity is prepared to undersign the Bank Loan Agreement with the Company, upon transfer of the Shares to the Buyer, in the wording, which is substantially the same as the wording submitted by the Buyer in accordance with this letter b).
- c) The Subsidiary Loan Agreement has been duly signed in compliance with this Agreement by the Buyer and the Company.
- d) The Operating Loan Agreement has been duly signed in compliance with this Agreement by the Seller and the Company.
- e) The Escrow Agreement has been duly signed in compliance with this Agreement by the Parties and the Agent.

- f) The Buyer has deposited (or secured deposition of) the sum of money in the amount determined in Section 2.8 letter a) hereof to the Escrow Account.
- g) The Buyer has deposited (or secured deposition of) the sum of money in the amount determined in Section 2.8 letter b) hereof to the Escrow Account.
- h) The Shareholders Agreement has been duly signed by the Parties.
- i) This Agreement and the Shareholders Agreement have been published in the Central Registry of Contracts.
- j) The Company has granted consent with the transfer of the Shares to the Buyer, according to requirements following from the restriction on transferability of the Shares that is registered in relation to the Company with the Companies Register and the Seller has delivered to the Buyer a written record of such consent being granted.
- k) The Buyer has delivered to the Seller: (i) a written statement of the Buyer according to which it has obtained from its corporate bodies and shareholders all necessary corporate approvals for the acquisition of the Shares from the Seller as contemplated by this Agreement or (ii) a written statement of the Buyer according to which no such approvals are required.
- l) The Seller has delivered to the Buyer: (i) a written statement of the Seller according to which it has obtained from its corporate bodies and shareholders all necessary corporate approvals for the transfer of the Shares to the Buyer or (ii) a written statement of the Seller according to which no such approvals are required.
- m) The Seller has delivered to the Buyer: (i) a written statement of the Seller according to which it has obtained from its financing banks (and/or branches of foreign banks) all necessary approvals for the transfer of the Shares to the Buyer and copies of such received approvals of the banks (and/or branches of foreign banks), or (ii) a written statement of the Seller according to which no such approvals are required.
- n) The Seller has delivered to the Buyer a document proving registration of the Company as VAT payer according to applicable law.
- o) The Seller has delivered to the Buyer the expert opinion (appraisal) and its eventual amendments and/or supplements, prepared by the expert institution Ústav súdneho inžinierstva Žilinskej univerzity in Žilina, Ulica 1. Mája 32, 010 26 Žilina in the matter of determining the common value of the assets (Railway Carriages) to be transferred from the Seller to the Company according to the Agreement on Transfer and Lease Back, according to which the common value of

the respective assets is not lower than EUR 213,600,000 (in words: two hundred and thirteen million and six hundred thousand euros) including VAT.

- p) The loan granted by the Company to the Seller in the amount of EUR 9,975,000 (in words: nine million nine hundred seventy-five thousand euros) has been repaid in full.

3.2 Consent of the Competition Authority imposing any conditions and/or duties

When the decision of the Competition Authority under Section 3.1 letter a) hereof consenting with the concentration according to this Agreement and/or Shareholders Agreement and/or Agreement on Transfer and Lease Back or any other decision of the Competition Authority with similar effect imposes any conditions and/or duties, the Party, to which such decision is delivered, shall deliver a copy of such decision to the other Party; in case that the decision is delivered to the Company, the Seller shall secure delivery of a copy of such decision to the Buyer.

The Party obliged to fulfil or secure fulfilment of the imposed conditions and/or duties shall inform the other Party in a period of 30 days whether it accepts to fulfil or secure fulfilment of such conditions and/or duties or not. In case such conditions and/or duties are imposed on the Company, the Parties shall jointly decide (and record such decision in written) whether the Company accepts such conditions and/or duties; if the Parties fail to reach a written agreement in respect of such matter in the period stipulated in the previous sentence, such conditions and/or duties shall be deemed not accepted by the Company.

For the avoidance of any doubts it shall not be deemed a breach of this Agreement if the Party affected by the condition and/or duty imposed by the decision of the Competition Authority under Section 3.1 letter a) hereof does not accept such condition and/or duty acting reasonably; the same shall apply if the Parties act reasonably and the condition and/or duty imposed by the decision of the Competition Authority under Section 3.1 letter a) hereof on the Company is not accepted.

3.3 Longstop Date

If all the Conditions Precedent are not fulfilled (or waived) by the Longstop Date, each Party shall be entitled to withdraw from this Agreement in accordance with Article 9 hereof.

3.4 Fulfilment of the Conditions Precedent

The Seller shall proceed in compliance with this Agreement and use all reasonable endeavours to fulfil or ensure fulfilment of the Conditions Precedent under Section 3.1 letters d), i), j), l), m), n), o) and p) hereof.

The Buyer shall proceed in compliance with this Agreement and use all reasonable endeavours to fulfil or ensure fulfilment of the Conditions Precedent under Section 3.1 letters b), f), g), and k) hereof.

The Parties shall proceed in compliance with this Agreement and use all reasonable endeavours to fulfil or ensure fulfilment of the Conditions Precedent under Section 3.1 letters a), c), e) and h) hereof.

The Conditions Precedent under Section 3.1 letters a) to p) hereof are stipulated for the benefit of both Parties and only both Parties jointly are entitled to waive fulfilment of any of them (in whole or in part).

For the purpose of this Agreement, waiving of any of the Conditions Precedent in accordance with this Section 3.4 hereof shall have the same effect as if such Condition Precedent was fulfilled.

3.5 Cooperation

The Parties shall be obliged to provide each other with necessary cooperation which can be reasonably required from them and to coordinate their actions so that all the Conditions Precedent will be met as soon as possible.

The Parties undertake to inform each other without undue delay about all facts which could endanger fulfilment of any Condition Precedent.

3.6 Confirmation of fulfilment

The Parties undertake to inform each other without undue delay about fulfilment of any Condition Precedent.

The Parties undertake to issue a written confirmation that the Conditions Precedent have been fulfilled (or waived) within 3 Business Days after fulfilment (or waiving) of all the Conditions Precedent or within any other period agreed between the Parties after the last of the Conditions Precedent having been fulfilled (or waived).

4 PRE-CLOSING OBLIGATIONS OF THE PARTIES

4.1 The Seller shall procure that from the Signature Date until the moment of election of new members of the Company's Board of Directors pursuant to Section 11.4 of the Shareholders Agreement, the Company and/or the Seller will not do or agree to do without prior written consent of the Buyer anything from the following:

- a) creating any pledge, lien or other in rem right in favour of third parties over any Company's assets, except for eventual statutory Encumbrances, eventual Encumbrances relating to securing of receivables of the Financing Entity or any member of the Financing Entity under or in connection with the Bank Loan Agreement, eventual Encumbrances relating to registration of the Company as VAT payer, eventual Encumbrances relating to securing of receivables of the Buyer under or in connection with the Subsidiary Loan Agreement and/or

eventual Encumbrances relating to securing of receivables of the Seller under or in connection with the Operating Loan Agreement;

- b) granting any loan to the Company or borrowing money by the Company, except for granting a loan by the Company to the Seller in an amount not exceeding EUR 10,000,000 (in words: ten million euros), borrowing the Bank Loan and/or the Subsidiary Loan and/or Operating Loan by the Company;
- c) granting any capital contribution by the Company to any other person;
- d) taking any action by the Seller or the Company relating to or directed at increase or reduction of the Company's registered capital, or purchase or redemption of the Company's own shares by the Company;
- e) taking any action by the Seller or the Company relating to or directed at declaring, making or paying any dividends by the Company;
- f) creating, allotting or issuing any shares, bulk shares or bonds by the Company;
- g) selling or otherwise transferring the Shares to any third person;
- h) establishing any Encumbrance over the Shares, except for restrictions and Encumbrances foreseen in or implied or contemplated by the Shareholders Agreement, restriction on transferability of the Shares as it is registered in relation to the Company with the Companies Register, eventual restrictions or Encumbrances relating to securing of receivables of the Financing Entity or any member of the Financing Entity under or in connection with the Bank Loan Agreement, inclusive of an eventual pledge over the Shares and/or the Rights Attached to the Shares in favour of the Financing Entity or any member of the Financing Entity, eventual restrictions or Encumbrances relating to securing of receivables of the Buyer under or in connection with the Subsidiary Loan Agreement and/or eventual restrictions or Encumbrances relating to securing of receivables of the Seller under or in connection with the Operating Loan Agreement;
- i) issuing any promissory notes by the Company or providing any guarantees or indemnities by the Company in favour of the Seller or any third party, other than those, that have arisen or shall arise within the scope of an ordinary operation of the Company and/or in relation to granting a loan in an amount not exceeding EUR 10,000,000 (in words: ten million euros) by the Company to the Seller and/or due to requirements relating to registration of the Company as VAT payer and/or under the Bank Loan Agreement and/or eventually the Agreement on Transfer and Lease Back, Subsidiary Loan Agreement and/or Operating Loan Agreement or in relation therewith (inclusive of those in relation to eventual securing of receivables of the Financing Entity or any member of the Financing Entity under or in connection with the Bank Loan Agreement, eventual securing of receivables

of the Buyer under or in connection with the Subsidiary Loan Agreement and/or eventual securing of receivables of the Seller under or in connection with the Operating Loan Agreement).

For the avoidance of any doubt, obligations of the Seller according to Section 4.1 shall not apply to actions or procedure of the Company and/or the Seller foreseen in or contemplated or implied by this Agreement, Shareholders Agreement, Escrow Agreement, Bank Loan Agreement, Subsidiary Loan Agreement, Agreement on Transfer and Lease Back and Operating Loan Agreement.

4.2 The Seller undertakes that:

- a) it suspends and avoids any negotiations with any previous or other potential buyers in relation to the transfer of the Shares as contemplated hereof and
- b) it secures that advisors on its part suspend and avoid any negotiations with any previous or other potential buyers in relation to the transfer of the Shares as contemplated hereof,

until the Longstop Date or termination of this Agreement on the basis of a withdrawal of either Party or on the basis of an agreement of the Parties or other cancellation of this Agreement (whichever occurs first).

5 TRANSFER OF THE SHARES

5.1 Transfer of the Shares shall take place in the premises of the Seller at 9:00 a.m. on the fifth Business Day following the day when the last Condition Precedent was fulfilled (or waived). However, the Seller shall not be obliged to sell the Shares to the Buyer unless the funds corresponding to at least 100 per cent of the Purchase Price are not deposited on the Escrow Account on the Transfer Date, prior to the acts referred to in Section 5.2 hereof. The Parties can also agree otherwise.

On the Transfer Date, prior to the acts referred to in Section 5.2 hereof, the Buyer shall deliver to the Seller relevant documents issued by the Agent, duly proving actual amount of funds deposited on the Escrow Account.

The Seller shall procure that also the Company's statutory bodies will be present at the transfer of the Shares.

5.2 Transfer of the Shares shall take place as follows:

- a) The Seller shall attach an endorsement in Slovak language (which shall in all material aspects correspond to Annex No. 3 hereto) to the Shares in favour of the Buyer and shall physically hand over the Shares to the Buyer.

- b) Immediately after transfer of the Shares according to Section 5.2 letter a) hereof, the Parties shall demonstrate performance of such transfer of the Shares – namely so that they shall submit the Shares (for inspection) to the present statutory bodies of the Company.
- 5.3 Along with the acts referred to in Section 5.2 hereof a record confirming performance of such acts shall be signed by both Parties (i.e. Report).
- 5.4 The Seller shall use all reasonable endeavours to procure that the Company will ensure, as far as possible on the Transfer Date, otherwise without undue delay, but not later than within 5 Business Days after the Transfer Date, registration of change of shareholders in the list of the Company's shareholders kept by the Central Depository. The Buyer shall provide the Seller with necessary cooperation required for the purpose of registration of change of Company's shareholders according to the previous sentence.

6 PROCEDURE AFTER TRANSFER OF THE SHARES

- 6.1 Upon transfer of the Shares to the Buyer according to Section 5.2 letter a) hereof the Shareholders Agreement shall take effect (except for provisions of Sections 11.1 and 11.2 and Article 22 of the Shareholders Agreement that shall take effect on the first day following the day when the Shareholders Agreement has been published in the Central Registry of Contracts).

7 REPRESENTATIONS

- 7.1 Each of the representations provided in this Article 7 hereof is several and independent, unless otherwise implied by the nature of the representation or by this Agreement.

7.2 **Seller's Representations**

The Seller represents to the Buyer that each of the following representations is true (on the Effective Date, on the Transfer Date and on the day of holding the extraordinary General Meeting of the Company in accordance with Article 11 of the Shareholders Agreement, unless otherwise stated hereinafter):

- a) The Seller is a joint stock company (*in Slovak: akciová spoločnosť*) duly established and incorporated and existing under the laws of Slovak Republic and has full power and authority to enter into and perform its obligations under this Agreement subject to the terms and conditions stipulated herein.
- b) As at the Transfer Date is true that in respect of the Seller all consents of any Slovak or foreign state authorities or other authorities, third parties or internal consents which are required for the origin, validity and effectiveness of this

Agreement, enforceability of the rights and obligations from this Agreement and performance of the subject-matter of this Agreement in accordance with the terms and conditions stipulated herein have been duly given.

- c) This Agreement constitutes legally valid obligations of the Seller, binding and enforceable against the Seller in accordance with the terms and conditions stipulated herein and the execution of this Agreement by the Seller and performance of the obligations of the Seller according to this Agreement do not constitute a breach of applicable law or Seller's internal regulations.
- d) No bankruptcy or restructuring proceedings (or similar proceedings) have been initiated over the Seller. Even if it proves untrue, the Parties have agreed that this representation shall be considered as true if such proceedings have been initiated over the Seller by a third party and the Seller demonstrates to the satisfaction of the Buyer that such procedure is frivolous or vexatious or otherwise certain to be dismissed.
- e) The Company is neither unable to pay its debts nor is overindebted, no bankruptcy or restructuring proceedings (or similar proceedings) have been initiated over the Company, and no circumstances exist that would require or justify the initiation of or application for such proceedings.
- f) Except as foreseen in or contemplated by this Agreement (in particular, in/by provisions of Section 3.1 letters a) and n) hereof), no acts have been taken and no proceedings are pending before any court, arbitration court or arbitrator, public administrative authority, institution or other authority which would affect the validity or enforceability of this Agreement with respect to the Seller or its ability to satisfy its obligations hereunder.
- g) Neither the Seller nor the Company is in the process of dissolution (whether with or without liquidation).
- h) As at the Effective Date and the Transfer Date is true that the Company is a joint stock company (*in Slovak: akciová spoločnosť*) duly established and incorporated and existing under the laws of Slovak Republic.
- i) As at the Effective Date and the Transfer Date is true that the registered capital of the Company is EUR 10,000,000 (in words: ten million euros), represented by: (i) 100 ordinary paper registered shares, each of them with a nominal value of EUR 1,000 (in words: one thousand euros), all of which have been replaced by one bulk share with a nominal value of EUR 100,000 (in words: one hundred thousand euros) with No. 104, and (ii) 3 ordinary paper registered shares, namely shares with No. 101 through 103, each of them with a nominal value of EUR 3,300,000 (in words: three million three hundred thousand euros). All such shares, including the Shares, (i.i) have been validly issued and fully paid up, (ii.ii) represent voting rights corresponding to the proportion of their nominal value to

the nominal value of the shares of all shareholders of the Company, (iii.iii) represent profit sharing rights on the Company's profit corresponding to the proportion of their nominal value to the nominal value of the shares of all shareholders of the Company (or to the amount of the Company's registered capital) and (iv.iv) represent all other rights reserved for ordinary shares under the Commercial Code and/or the Company's Articles of Association. As at the Effective Date and the Transfer Date is true that no Right Attached to the Shares has been separated from the Shares.

- j) As at the Effective Date and the Transfer Date is true that the Seller is validly registered as a shareholder of all shares of the Company, including the Shares, in the list of shareholders kept by the Central Depository.
- k) Except for the shares referred to in Section 7.2 letter i) hereof, the Company has not issued, committed to issue or committed to redeem any shares representing its registered capital, or any bonds convertible into new shares of the Company, or other financial instruments entitling the holder to acquire any existing or new shares in the Company.
- l) As at the Effective Date and the Transfer Date is true that the Seller is the only valid owner of all shares issued by the Company, including the Shares, and has full capacity, right and authority to transfer the Shares to the Buyer under the terms and conditions hereof. The Seller did not transfer the Shares to any third party.
- m) As at the Effective Date and the Transfer Date is true that the Seller did not acquire the Shares from any third party by transfer.
- n) As at the Effective Date and the Transfer Date is true that the Shares are not burdened by any retention right, right of lien or other charge in favour of third parties and there does not exist any retention right, right of lien or other charge in favour of third parties that would affect the Shares and there also does not exist any obligation to give or institute any of the above mentioned and no person has claimed any entitlement to any of the above mentioned, except for the restrictions foreseen in or implied or contemplated by the Shareholders Agreement, the restriction on transferability of the Shares as it is registered in relation to the Company with the Companies Register and/or eventual restrictions or Encumbrances relating to securing of receivables of the Financing Entity or any member of the Financing Entity under or in connection with the Bank Loan Agreement (inclusive of an eventual pledge over the Shares and/or the Rights Attached to the Shares in favour of the Financing Entity or any member of the Financing Entity) and/or eventual restrictions or Encumbrances relating to securing of receivables of the Buyer under or in connection with the Subsidiary Loan Agreement and/or to securing of receivables of the Seller under or in connection with the Operating Loan Agreement.

- o) As at the Effective Date and the Transfer Date is true that there is no option right, voting right, right to seize profits or any other similar right in favour of third parties relating to the Shares, except for those foreseen in or implied or contemplated by the Shareholders Agreement or in relation to eventual securing of receivables of the Financing Entity or any member of the Financing Entity under or in connection with the Bank Loan Agreement and/or to eventual securing of receivables of the Buyer under or in connection with the Subsidiary Loan Agreement and/or to eventual securing of receivables of the Seller under or in connection with the Operating Loan Agreement.
- p) The books of accounts are in the Company's possession or under its control, have been maintained in accordance with the requirements of applicable law and generally accepted accounting principles and to the extent required by applicable law and generally accepted accounting principles they are accurate, up-to-date and complete in all material aspects; even if it proves untrue, the Parties agreed that this representation shall be considered as true if a negative impact on the Company does not exceed in aggregate 10,000 EUR (in words: ten thousand euros).
- q) The Company has not been engaged in any business activities, except for activities within the scope of an ordinary operation of the Company and/or activities relating to granting a loan in an amount not exceeding EUR 10,000,000 (in words: ten million euros) by the Company to the Seller and/or activities required in order to be registered as VAT payer and/or eventual activities foreseen in or implied or contemplated by this Agreement, the Shareholders Agreement, Bank Loan Agreement, Subsidiary Loan Agreement, Operating Loan Agreement and/or eventually under the Agreement on Transfer and Lease Back or relating therewith; even if it proves untrue, the Parties agreed that this representation shall be considered as true if a negative impact on the Company does not exceed in aggregate EUR 10,000 (in words: ten thousand euros).
- r) The Company does not have any assets or receivables other than those, that have been acquired or arisen or shall be acquired or shall arise (if any) within the scope of an ordinary operation of the Company and/or in relation to granting a loan in an amount not exceeding EUR 10,000,000 (in words: ten million euros) by the Company to the Seller and/or due to requirements relating to the Company's registration as VAT payer and/or under the Bank Loan Agreement, Subsidiary Loan Agreement, Operating Loan Agreement and/or eventually under the Agreement on Transfer and Lease Back, or in relation therewith; even if it proves untrue, the Parties agreed that this representation shall be considered as true if a negative impact on the Company does not exceed in aggregate EUR 50,000 (in words: fifty thousand euros).
- s) The Company does not have any liabilities other than those, that have arisen or shall arise (if any) within the scope of an ordinary operation of the Company and/or in relation to granting a loan in an amount not exceeding EUR 10,000,000

(in words: ten million euros) by the Company to the Seller and/or due to requirements relating to the Company's registration as VAT payer and/or under the Bank Loan Agreement, Subsidiary Loan Agreement, Operating Loan Agreement and/or eventually under the Agreement on Transfer and Lease Back or in relation therewith (inclusive of the liabilities in relation to eventual securing of receivables of the Financing Entity or any member of the Financing Entity under or in connection with the Bank Loan Agreement, liabilities in relation to eventual securing of receivables of the Buyer under or in connection with the Subsidiary Loan Agreement and/or liabilities in relation to eventual securing of receivables of the Seller under or in connection with the Operating Loan Agreement); even if it proves untrue, the Parties agreed that this representation shall be considered as true if a negative impact on the Company does not exceed in aggregate EUR 10,000 (in words: ten thousand euros).

- t) The Company is not engaged in any suits, actions, court, arbitral or administrative proceedings or investigations which have or might have (in a reasonable opinion) material negative impact on the Company and so far as the Seller is aware no such proceedings or investigations are threatening the Company, except for those that have arisen or shall arise in relation to the Company's registration as VAT payer and/or those implied by Section 3.1 letter a) hereof.
- u) Except for an agreement relating to granting a loan in an amount not exceeding EUR 10,000,000 (in words: ten million euros) by the Company to the Seller, the Operating Loan Agreement, and/or eventually Agreement on Transfer and Lease Back and/or eventual agreements within the scope of an ordinary operation of the Company and/or eventual agreements in relation to securing of receivables of the Financing Entity or any member of the Financing Entity under or in connection with the Bank Loan Agreement and/or eventual securing of receivables of the Buyer under or in connection with the Subsidiary Loan Agreement and/or eventual securing of receivables of the Seller under or in connection with the Operating Loan Agreement, there are no agreements between the Company and the Seller.
- v) The Company has not issued any promissory notes or provided any guarantees or indemnities in favour of the Seller or any third party other than those, that have arisen or shall arise (if any) within the scope of an ordinary operation of the Company and/or in relation to granting a loan in an amount not exceeding EUR 10,000,000 (in words: ten million euros) by the Company to the Seller and/or due to requirements relating to the registration of the Company as VAT payer and/or under the Bank Loan Agreement, Subsidiary Loan Agreement, Operating Loan Agreement and/or eventually under the Agreement on Transfer and Lease Back, or in relation therewith (inclusive of those in relation to eventual securing of receivables of the Financing Entity or any member of the Financing Entity under or in connection with the Bank Loan Agreement, eventual securing of receivables of the Buyer under or in connection with the Subsidiary Loan Agreement and/or

eventual securing of receivables of the Seller under or in connection with the Operating Loan Agreement); even if it proves untrue, the Parties agreed that this representation shall be considered as true if a negative impact on the Company does not exceed in aggregate EUR 10,000 (in words: ten thousand euros).

- w) As at the Effective Date and the Transfer Date is true that the subject-matter of this Agreement is not a transfer of the Seller's undertaking (or a part of its undertaking) according to paragraph 476 et seq. of the Commercial Code to the Buyer nor did the Seller intend such transfer under this Agreement.

7.3 **Buyer's representations**

The Buyer represents to the Seller that each of the following representations is true (both on the Effective Date and on the Transfer Date):

- a) The Buyer is a joint stock company duly established and incorporated and existing under the laws of Slovak Republic and has full power and authority to enter into and perform its obligations under this Agreement subject to the terms and conditions stipulated herein.
- b) This Agreement constitutes legally valid obligations of the Buyer, binding and enforceable against the Buyer in accordance with the terms and conditions stipulated herein and the execution of this Agreement by the Buyer and performance of the obligations of the Buyer according to this Agreement do not constitute breach of applicable law or Buyer's internal regulations.
- c) As at the Transfer Date is true that in respect of the Buyer all consents of any Slovak or foreign state authorities or other authorities, third parties or internal consents which are required for the origin, validity and effectiveness of this Agreement, enforceability of the rights and obligations from this Agreement and performance of the subject-matter of this Agreement in accordance with the terms and conditions stipulated herein have been duly given.
- d) No bankruptcy or restructuring proceedings (or similar proceedings) have been initiated over the Buyer. Even if it proves untrue, the Parties have agreed that this representation shall be considered as true if such proceedings have been initiated over the Buyer by a third party and the Buyer demonstrates to the satisfaction of the Seller that such procedure is frivolous or vexatious or otherwise certain to be dismissed.
- e) Except as foreseen in or contemplated by this Agreement (in particular, in/by provisions of Section 3.1 letters a) and n) hereof), no acts have been taken and no proceedings are pending before any court, arbitration court or arbitrator, public administrative authority, institution or other authority which would affect the validity or enforceability of this Agreement with respect to the Buyer or its ability to satisfy its obligations hereunder.

- f) The Buyer is not in the process of dissolution (whether with or without liquidation).
- 7.4 Each representation given under this Article 7 hereof applies to the matters and circumstances existing at the time as of which such representation is provided, unless otherwise results from the nature of such representation or from its content.
- 7.5 Each of the Parties agrees and acknowledges that the representations given by any of the Parties under this Article 7 hereof shall be the only representations given by the representing Party to the other Party and the only representations for which the representing Party accepts any liability under this Agreement.
- 7.6 The Seller's Breach shall have the consequences as stipulated in Article 8 hereof; thus, excluding any other Seller's liability or Buyer's claims in respect of the Seller's Breach whatsoever, whether arising under this Agreement, statute or otherwise, to the maximum extent permitted by applicable law.

The Buyer shall not be entitled to double recovery for any breaches or liabilities of the Seller resulting from the same set of circumstances.

8 CONSEQUENCES OF THE SELLER'S BREACH

- 8.1 Subject to the rules and limitations hereunder, in case of any Seller's Breach, the Buyer shall be entitled to a reduction of the Purchase Price.
- 8.2 The Seller shall not be liable for any Seller's Breach:
- a) unless the Buyer notified the Seller in writing of the Seller's Breach in accordance with Section 8.3 hereof;
 - b) if the Buyer (or any of its respective shareholders, directors, officers, employees, agents, or financial, accounting or legal advisers involved on the part of the Buyer in negotiating) knew or must have known, on or prior to the Signature Date, about the Seller's Breach or a matter or circumstance which gives rise or might give rise to the Seller's Breach irrespective of whether the Seller represents under Article 7 otherwise; therefore, *inter alia*, the Seller shall not be liable for any Seller's Breach in respect of:
 - (i) any information disclosed or made available to the Buyer (and/or any of its respective shareholders, directors, officers, employees, agents, or financial, accounting or legal advisers involved on the part of the Buyer in negotiating) or any information to which the Buyer (and/or any of its respective shareholders, directors, officers, employees, agents, or financial, accounting or legal advisers involved on the part of the Buyer in negotiating) has had access prior to the Signature Date, including all

information that could be reasonably found out in the Data Room or reasonably learned prior to the Signature Date at management presentations or site visits organized by the Seller (and/or any other person, whether on the Seller's behalf or at the Seller's request) for the benefit of the persons interested in purchase of the Shares or meetings of the Buyer (and/or any of its respective shareholders, directors, officers, employees, agents, or financial, accounting or legal advisers involved on the part of the Buyer in negotiating) with the Seller and/or Seller's project team and/or any other person, whether on the Seller's behalf or at the Seller's request or from written communication between the Buyer (and/or any of its respective shareholders, directors, officers, employees, agents, or financial, accounting or legal advisers involved on the part of the Buyer in negotiating) and the Seller and/or Seller's project team and/or any other person, whether on the Seller's behalf or at the Seller's request;

- (ii) any matter and/or circumstance which is disclosed or contained in this Agreement or Annexes hereto.
- c) if and to the extent that it would not have arisen but for any act or omission done by the Buyer or any of its respective shareholders, directors, officers, employees, agents, financial, accounting or legal advisors;
- d) to the extent that the recovery in respect of a claim arising from such Seller's Breach is covered by a payment received from the insurance company under a policy of insurance for the benefit of the Company; in case the Buyer's claim from the Seller's Breach against the Seller has been already satisfied by the Seller, the Buyer shall repay to the Seller the respective amount received from the Seller to the extent of recovery of the Buyer's claim by such payment from the insurance company;
- e) to the extent that it relates to any liability or obligation on the part of the Company:
 - (i) which would not have arisen but for a change in the generally legally binding legal regulations made after the Signature Date (whether relating to tax, the rate of tax or otherwise), whether or not that change purports to be effective retrospectively in whole or in part; or
 - (ii) which arises after the Signature Date in respect of making up the Company's accounts as a result of the Company becoming VAT payer;
- f) in respect of any matter and/or circumstance approved by the Buyer in written, inclusive of any matter and/or circumstance implied by a written agreement of the Parties.

- 8.3 If the Buyer becomes aware of any matter and/or circumstance that may give rise to its claim against the Seller under this Agreement, the Buyer shall within 90 days after becoming aware of such matter and/or circumstance give a notice in writing to the Seller specifying such matter and/or circumstance. Notwithstanding that, any claim of the Buyer resulting from the Seller's Breach shall be wholly barred unless a notice pursuant to previous sentence of this Section 8.3 hereof is given to the Seller within the period of two years from the Transfer Date.
- 8.4 If the Seller fails to arrange remedy of the Seller's Breach within a period of 90 days following the receipt of the Buyer's notice given in accordance with Section 8.3 hereof, the Buyer is entitled to a reduction of the Purchase Price according to this Article 8 hereof, unless otherwise agreed between the Parties within the time stipulated in this sentence. Provided that the Buyer is entitled to a reduction of the Purchase Price according to this Article 8 hereof, any claim for a reduction of the Purchase Price shall be raised by the Buyer to the Seller in written and such notice of the Buyer's claim shall contain information of the legal and factual basis of the claim as are available to the Buyer, the amount of the required reduction of the Purchase Price according to this Agreement and all evidence on which the Buyer relies in respect of such claim, including the Valuation prepared by any of BIG 4 upon order of the Buyer. The Seller may, within a period of four months following the receipt of the Buyer's notice of his claim made according to previous sentence hereof, deliver to the Buyer other Valuation prepared by any of BIG 4 upon order of the Seller.

The obligation of the Seller to pay the reduction of the Purchase Price to the Buyer under Article 8 hereof shall be payable within a period of two months following:

- a) the expiration of the period of four months pursuant to the previous sentence hereof, or
- b) delivery of the Valuation by the Seller to the Buyer according to the previous sentence hereof , or
- c) delivery of the Seller's written notice, confirming that the Seller does not insist on the other Valuation (to be) prepared upon its order according to the previous sentence hereof, by the Seller to the Buyer,

whichever occurs first.

For the purpose of preparing the Valuation in accordance with Section 8.4 hereof, each Party shall be obliged to provide and to procure that its representatives in the Company's bodies provide the other Party with necessary cooperation.

The Seller shall not be liable for any interest accruing on the amount of the reduction of the Purchase Price payable by the Seller to the Buyer under this Article 8 hereof.

8.5 Unless otherwise stated in this Agreement, the amount of the reduction of the Purchase Price shall be determined:

- a) considering average value of the Shares (as if the Seller's Breach did not occur) as of the Transfer Date and average reduced value of the Shares (reflecting the amount of reduction of the value of the Shares resulting from the Seller's Breach) as of the Transfer Date determined on the basis of the Valuation ordered by the Buyer and delivered to the Seller according to Section 8.4 hereof and the Valuation ordered by the Seller according to Section 8.4 hereof, if the Valuation ordered by the Seller has been delivered to the Buyer according to Section 8.4 hereof, otherwise considering value of the Shares (as if the Seller's Breach did not occur) as of the Transfer Date and reduced value of the Shares (reflecting the amount of reduction of the value of the Shares resulting from the Seller's Breach) as of the Transfer Date on the basis of the Valuation ordered by the Buyer and delivered to the Seller according to Section 8.4 hereof; and
- b) applying the ratio of the reduced value of the Shares as of the Transfer Date (reflecting the amount of the reduction of the value of the Shares resulting from the Seller's Breach) and the value of the Shares as of the Transfer Date calculated as if the Seller's Breach did not occur, on the Purchase Price, i.e. applying the following formulas:

(i) $R = PP - RPP$

and

(ii)
$$RPP = \frac{RVoS}{VoS} \times PP$$

where:

R means the reduction of the Purchase Price

PP means the Purchase Price

RPP means the reduced Purchase Price (reflecting the Seller's Breach)

VoS means the value of the Shares as of the Transfer Date (as if the Seller's Breach did not occur)

RVoS means the reduced value of the Shares as of the Transfer Date (reflecting the amount of the reduction of the value of the Shares resulting from the Seller's Breach).

8.6 The Parties agreed that the amount of the reduction of the Purchase Price payable under this Agreement shall always be calculated on the basis of the following principles:

- a) if the amount of the reduction of the Purchase Price from any single or more Seller's Breaches calculated in accordance with Section 8.5 hereof does not

exceed in aggregate EUR 100,000 (in words: one hundred thousand euros), then the amount of reduction of the Purchase Price relating to such Seller's Breach, which shall be payable under this Article 8 hereof, shall correspond to EUR 0 (in words: zero euro);

- b) the aggregate amount of the reduction of the Purchase Price relating to all Seller's Breaches together, payable under this Article 8 hereof, shall never exceed EUR 7,000,000 (in words: seven million euros).

- 8.7 If the Buyer recovers or is entitled to recover (whether by payment or otherwise) from a third party (in particular, from an insurance policy) a sum which compensates the Buyer (in whole or in part) in respect of any loss suffered in respect of the Seller's Breach, the Buyer shall procure that, before steps are taken to enforce a claim from the Seller's Breach against the Seller under this Agreement, all reasonable steps are taken to enforce such recovery. Any recovery (less any reasonable costs incurred in obtaining such recovery) obtained from a third party in respect of any loss suffered in respect of the Seller's Breach shall reduce the Buyer's claim from the Seller's Breach against the Seller to the extent of such recovery; in case the Buyer's claim from the Seller's Breach against the Seller has been already satisfied by the Seller, the Buyer shall repay to the Seller the respective amount received from the Seller to the extent of the recovery received from a third party.
- 8.8 The Buyer shall ensure that all reasonable steps are taken and all reasonable assistance is given to avoid or mitigate any loss or liability which might give rise to a Buyer's claim from the Seller's Breach hereunder.
- 8.9 Nothing in this Agreement shall limit the liability of the Seller in respect of any Seller's Breach which arises as a result of direct wilful misconduct of the Seller.
- 8.10 For the avoidance of any doubts it is expressly stated that a Seller's Breach shall not constitute an error (*in Slovak: omyl*) in sense of paragraph 49a of the Slovak Act No. 40/1964 Coll. Civil Code, as amended, on the part of the Buyer. The same shall apply accordingly on the part of the Seller, if the representation provided by the Buyer under Article 7 proves untrue.

9 TERMINATION (CANCELLATION) OF THIS AGREEMENT

- 9.1 Unless otherwise stipulated in this Agreement or in mandatory provisions of legal regulations from which the Parties cannot deviate by means of an agreement, this Agreement can only be terminated (or cancelled) on the basis of a written agreement of the Parties.

A Party may withdraw from this Agreement only if it is expressly stipulated in this Agreement or in mandatory provisions of legal regulations from which the Parties

cannot deviate by means of an agreement; thus withdrawal of a Party from this Agreement for any reasons stipulated by provisions of legal regulations is excluded to the maximum extent permitted by applicable law.

Unless otherwise results from mandatory provisions of legal regulations from which the Parties cannot deviate by means of an agreement, neither Party may withdraw from this Agreement after the Transfer Date.

9.2 Either Party may withdraw from this Agreement in the following cases:

- a) if all the Conditions Precedent are not fulfilled (or waived) by the Longstop Date (Section 3.3 hereof);
- b) if any of the Competition Authorities has validly decided that the concentration according to this Agreement and/or Shareholders Agreement and/or Agreement on Transfer and Lease Back is forbidden or has issued any other decision with a similar effect;
- c) if it is stipulated so by mandatory provisions of a legal regulation from which the Parties cannot deviate by means of an agreement (in such case if remedy is possible and a longer remedy period does not result from mandatory provisions of a legal regulation, the entitled Party shall have right to withdraw from this Agreement, if the other Party fails to arrange remedy within a period of 30 days following the receipt of the entitled Party's written request to fulfil the defaulted obligation).

9.3 Besides the reasons mentioned in Sections 9.2 and 9.4 hereof the Seller shall be entitled to withdraw from this Agreement if, within the deadline stipulated by this Agreement and also within a remedy period of 30 days following the receipt of a written call of the Seller to meet the defaulted obligation, the Buyer:

- a) fails to sign the Escrow Agreement in compliance with this Agreement; or
- b) fails to deposit (or secure deposition of) the respective sum of money to the Escrow Account in compliance with this Agreement (pursuant to Section 2.8 letter a) or letter b) hereof).

9.4 Besides the reasons mentioned in Sections 9.2 and 9.3 hereof the Seller shall be entitled to withdraw from this Agreement if:

- a) the Buyer fails to sign the Subsidiary Loan Agreement in compliance with this Agreement within the deadline stipulated by this Agreement; or
- b) the Buyer fails to procure in compliance with this Agreement that the draft Bank Loan Agreement shall be submitted to the Seller in compliance with this Agreement within the deadline stipulated by this Agreement; or

- c) the funds corresponding to at least 100 per cent of the Purchase Price are not deposited on the Escrow Account on the Transfer Date, prior to the acts referred to in Section 5.2 hereof.

- 9.5 If the Buyer breaches the Agreement as a result of which any of the Conditions Precedent under Section 3.1 letters a), c) to p) hereof is not fulfilled in compliance with this Agreement, the Seller shall be entitled to be paid a contractual fine in the amount of EUR 700,000 (in words: seven hundred thousand euros).

The Seller may claim for the contractual fine from the Buyer according to this Section 9.5 only after this Agreement is terminated by withdrawal of any Party according to this Article 9 hereof.

- 9.6 Without prejudice to Section 9.5 hereof the Seller shall also be entitled to be paid a contractual fine in the amount of EUR 700,000 (in words: seven hundred thousand euros) if the Buyer breaches provisions of Section 9.10 hereof.

The Seller may claim for the contractual fine from the Buyer according to this Section 9.6 after a copy of a notice of withdrawal of either Party from this Agreement or a written statement of either Party declaring termination (or cancelation) of this Agreement is delivered by the Buyer to the Agent contrary to provisions of Section 9.10 hereof.

- 9.7 The Parties have agreed that the contractual fine shall be deemed to be paid by the Buyer to the Seller to the extent in which the respective funds (in particular funds released from the Escrow Account in favour of the Seller's Account in the way referred to in Section 2.10 hereof) are credited to the Seller's Account.

- 9.8 In addition to the contractual fine the Seller shall also be entitled:

- a) to be compensated for damage due to the respective breach of this Agreement by the Buyer, namely in the amount in excess of the contractual fine; and
- b) to any eventual interest accrued on funds (to be) released from the Escrow Account in favour of the Seller's Account in the way referred to in Section 2.10 hereof.

- 9.9 Where the same set of circumstances would result in the Seller's right for a contractual fine under various provisions of this Article 9 hereof, the Seller shall be entitled to the payment of a contractual fine only once.

- 9.10 The Parties have agreed, that:

- a) unless a notice of withdrawal of either Party from this Agreement has been delivered to the other Party, neither Party is entitled to deliver a copy of the

respective notice of withdrawal from this Agreement to the Agent for the purposes stipulated in Section 2.10 hereof;

- b) unless this Agreement is effectively terminated (or cancelled) on the basis of an agreement of the Parties, due to withdrawal from this Agreement by either Party or otherwise, neither Party is entitled to deliver a written statement declaring such termination (or cancellation) of this Agreement to the Agent for the purposes stipulated in Section 2.10 hereof.

9.11 **Surviving provisions**

The following provisions shall survive withdrawal from this Agreement, termination or any other cancellation of this Agreement:

- a) Sections 2.10, 2.11, 9.5 to 9.12;
- b) Article 10 (Confidentiality Duty);
- c) Article 11 (Notices);
- d) Article 12 (Governing Law and Jurisdiction);
- e) and other provisions which, considering their nature or their content, shall survive withdrawal from, termination or cancellation of this Agreement. For avoidance of any doubt, Section 13.6 shall not survive withdrawal from this Agreement, termination of this Agreement or any other cancellation of this Agreement.

- 9.12 Withdrawal from this Agreement, termination and any other cancellation of this Agreement shall be without prejudice to the entitlement of the Party to a payment of a contractual fine and compensation for damage due to a breach of this Agreement.

10 **CONFIDENTIALITY DUTY**

10.1 **Confidential information**

Information which the Parties learn in connection with the conclusion or fulfilment of this Agreement or the Shareholders Agreement or the Agreement on Transfer and Lease Back or the Escrow Agreement or the Bank Loan Agreement or the Subsidiary Loan Agreement or the Operating Loan Agreement, inclusive of pre-contractual negotiations, shall be deemed confidential.

10.2 **The obligation to maintain confidentiality**

Each Party shall be obliged to maintain confidential information in secrecy and protect it against unauthorized disclosure and dissemination and to take the steps required for the duly protection and safeguarding of the confidential information.

The Seller and the Buyer undertake that they will not provide any confidential information or statements in connection with the sale of the Shares, this Agreement, the Shareholders Agreement, the Agreement on Transfer and Lease Back, the Escrow Agreement, the Bank Loan Agreement, the Subsidiary Loan Agreement and the Operating Loan Agreement or any other associated matters, whether before or after the transfer of the Shares, unless otherwise stipulated hereinafter.

Neither Party shall be entitled to use the confidential information in contradiction with the purpose of the confidential information, namely for its own needs or for any other purpose that is not needed or required for the fulfilment of this Agreement, the Shareholders Agreement, the Agreement on Transfer and Lease Back, the Escrow Agreement, the Bank Loan Agreement, the Subsidiary Loan Agreement or the Operating Loan Agreement, unless otherwise stipulated hereinafter.

Each of the Parties shall secure that its shareholders, members of statutory or other bodies, executive employees, employees, representatives, consultants, financial investors and other contractual partners will comply with the obligation to maintain confidentiality contained in this Article 10.

10.3 **Permitted disclosure**

It shall not be deemed breach of the obligation to maintain confidentiality if a Party provides statements or confidential information:

- a) with a written consent of the other Party;
- b) in the extent in which the information became public or available to the public – otherwise than due to breach of obligations of the respective Party, inclusive of this Agreement being published in the Central Registry of Contracts;
- c) to a court, arbitration or any other relevant authority if the authority requires such information in compliance with legal regulations or if the provision of such information is needed for due exercise of rights or fulfilment of duties of the Party in the proceedings;
- d) in the necessary extent needed for due exercise of rights or fulfilment of duties of the Party;
- e) to shareholders, employees, persons acting on behalf of the Party, to directors, consultants and other representatives, professional consultants, auditors or to a bank (or a branch of a foreign bank) of such a Party or the Company, to the Agent and to any other persons which are bound by confidentiality duty.
- f) in the necessary extent if the obligation to provide information follows from legal regulations or from a decision of the relevant authority.

Prior to disclosure according to Section 10.3 letter e) hereof, the relevant Party undertakes to ensure that the person receiving the information will be acquainted with the conditions of this Article 10 hereof and shall exert maximum efforts that can be reasonably requested from it in order to ensure that such person will comply with the confidentiality duty in compliance with this Article 10 hereof.

The Party that is obliged to provide the confidential information undertakes to immediately inform the other Party of such obligation – in cases allowed by the legislation, prior to the disclosure of the information.

The Party undertakes to cooperate with the other Party as regards the timing and contents of such disclosure of information and when providing the information the Party undertakes to protect the rights and legitimate interests of the other Party.

10.4 Term

The obligation to maintain confidentiality is not limited in terms of time.

11 NOTICES

11.1 Any notice, request or any other information to be made or provided in connection with this Agreement has to be made in English language, unless otherwise agreed by the Parties. Any other document to be provided in connection with this Agreement has to be executed in Slovak language or an official translation of the document into Slovak language has to be attached to the document, unless otherwise agreed by the Parties.

11.2 Any notice or any other formal correspondence to be made or provided in connection with this Agreement shall be made or provided in writing (writing shall not include fax or e-mail, unless otherwise stated hereinafter) and shall be delivered to the receiving Party by hand, by registered mail or by means of a generally recognized courier service, namely to the address of the receiving Party provided herein as follows:

(a) the Seller:

Železničná spoločnosť
Cargo Slovakia, a.s.
Drieňová 24
820 09 Bratislava
Slovak Republic

(b) the Buyer:

AAE Wagon a.s.
Karadžičova 8/A
821 08 Bratislava
Slovak Republic

for the attention of: General Director

for the attention of: Board of Directors

or to any other address to be later notified by the relevant Party to the other Party in compliance with this Article 11 hereof.

11.3 Any notice or any other formal correspondence made or provided in connection with this Agreement shall be deemed to have been delivered:

- a) on the day of delivery of the notice if sent by hand, registered mail or by a courier; or
- b) on the day when the addressee refused to receive the notice being delivered in compliance with this Agreement or when the cooperation of the addressee required for due delivery was not provided; or
- c) on the day when an attempt on delivery took place if the delivery to the address of the Party in compliance with this Agreement is not possible for reasons on the part of the addressee (for instance, the address does not exist or the addressee is unknown at that address).

11.4 Without prejudice to Sections 11.2 and 11.3 hereof, any common notice or request or any other common information to be made or provided in connection with this Agreement may be delivered by e-mail to the address of the receiving Party provided herein as follows:

(a) the Seller:

(b) the Buyer:

E-mail:

[REDACTED]

E-mail:

[REDACTED]

or to any other address to be later notified by the relevant Party to the other Party in compliance with this Article 11 hereof.

Any e-mail notice hereunder shall be deemed to have been delivered on the day when received in the e-mail box of the addressee, if received until 3:00 p.m. of the respective Business Day, otherwise on the following Business Day.

For the avoidance of any doubt, any notice relating to a breach of this Agreement or to a contractual fine or provisions of Article 8 hereof, waiver, call for fulfilment of any obligation or raising of a claim, withdrawal from, termination or cancellation of the Agreement, as well as any legal act shall not be considered as common.

12 GOVERNING LAW AND JURISDICTION

12.1 Governing law

This Agreement and all the rights and obligations following from or relating to this Agreement, including the issues of conclusion, validity, effect or interpretation of this Agreement, breach of this Agreement, entitlements following from such breach, issues related with the rights and obligations of the Parties which shall survive withdrawal from, termination or other cancellation of this Agreement, shall be

governed by the laws of Slovak Republic, namely preferentially by the Commercial Code, by the Securities Act and by other legal regulations of Slovak Republic, not taking into account any conflict-of-law provisions.

12.2 Conciliation proceedings

The Parties have agreed that any disputable issues arisen out of or in connection with this Agreement shall be preferentially resolved by means of negotiations in good faith.

In case of a dispute, either Party can invite the other Party to negotiate for the purpose of resolving the dispute. If the dispute is not resolved within 30 days following delivery of notice of the dispute to the relevant Party, the dispute shall be resolved and finally settled in the way referred to in Section 12.3 hereof.

12.3 Arbitration

All disputes arising out of or in connection with this Agreement, including any question regarding existence, validity, termination, cancellation, interpretation and issues of breach of this Agreement, which cannot be resolved within conciliation proceedings under Section 12.2 hereof, shall be submitted to the International Court of Arbitration of the International Chamber of Commerce (i.e. the Arbitration Court) and shall be finally settled under the Rules, which Rules are deemed to be incorporated by reference into this Section 12.3. Notwithstanding that the Parties agree that any matter excluded under applicable law from arbitration proceedings shall be finally resolved within the jurisdiction of courts of Slovak Republic.

12.4 Composition of the Arbitral Tribunal

The arbitral tribunal shall consist of three arbitrators appointed in accordance with the Rules, save for the third arbitrator, who shall act as president of the arbitral tribunal, that shall be nominated by the two arbitrators confirmed or appointed there before in accordance with the Rules.

12.5 Venue of the Arbitration Proceedings

Vienna, Austria shall be the venue of the arbitration proceedings.

12.6 Language of the Arbitration Proceedings

The arbitration proceedings shall be conducted in English language.

12.7 Consolidation of the Arbitration Proceedings

If more arbitrations are commenced under this Agreement or Shareholders Agreement, and any party contends that two or more such arbitrations raise similar issues of law or fact and that the issues should be resolved in one set of proceedings, then:

- a) the parties to such arbitrations shall agree to consolidation and jointly request the Arbitration Court to consolidate them pursuant to Article 10, paragraph (a) of the Rules; or

- b) where the parties to such arbitrations fail to make the joint request under this Section 12.7 letter a) above within 15 days of one party making the above contention, any party to such arbitrations may request the Arbitration Court to consolidate them pursuant to Article 10 of the Rules.

If the Arbitration Court decides to consolidate two or more arbitrations following the request made pursuant to this Section 12.7 or otherwise in accordance with the Rules, the tribunal in such consolidated proceedings shall be selected as follows:

- aa) the parties to the consolidated proceedings shall agree on the composition of the arbitral tribunal; and
- bb) failing to reach such agreement within 30 days of consolidation being decided by the Arbitration Court, such arbitrations shall be consolidated into the arbitration that commenced first in accordance with Article 10 of the Rules.

Any Party to the consolidated proceedings shall be bound by the award rendered, even if it chooses not to participate in the consolidated proceedings.

12.8 Binding Nature of Arbitration Award

The Parties represent that the arbitration award will be final, binding and enforceable. The Parties acknowledge that either Party shall be entitled to demand enforcement of the arbitration award.

The Parties represent that they rule out, in the extent permitted by valid laws, the possibility of any recourse or to demand cancellation of arbitration proceedings and/or arbitration award or to take advantage of any intervention of any other court with the arbitration proceedings, as well as the possibility to file any proposals for exercise of all rights related.

12.9 Confidentiality

The Parties represent that all arbitration awards, materials and documents executed for the purpose of arbitration proceedings, writing filings or oral testimonies submitted or filed within the framework of any arbitration proceedings according to this Article 12 shall be deemed confidential and the Parties undertake to take all reasonable steps to protect them against disclosure and publication.

Article 10 hereof shall apply accordingly.

12.10 Severability of the arbitration clause

Invalidity or unenforceability of this Agreement shall have no effect on validity and enforceability of the arbitration clause contained in this Article 12.

13 GENERAL PROVISIONS

13.1 Validity and Effect

This Agreement shall become valid on the Signature Date.

This Agreement shall take effect on the first day following the day when this Agreement has been published in the Central Registry of Contracts.

13.2 Costs and expenditures

- a) Each Party shall bear the costs and expenditures suffered by that Party in connection with the conclusion of this Agreement and fulfilment of its obligations, unless otherwise expressly stipulated by this Agreement or agreed by the Parties in writing.
- b) The costs of making the transaction which are required for the fulfilment of this Agreement and which cannot be attributed to a particular Party (for instance, the fee for concentration proceedings) shall be borne by the Parties in the following ratio: 66 per cent by the Buyer and 34 per cent by the Seller, unless otherwise expressly stipulated by this Agreement or agreed by the Parties in writing.
- c) The Parties shall bear all the cost related to the Escrow Agreement in the following ratio: 50 per cent by the Buyer and 50 per cent by the Seller, unless otherwise expressly agreed by the Parties in writing.
- d) The Buyer shall bear all the cost related to the Subsidiary Loan and/or Subsidiary Loan Agreement (Section 2.5 hereof).
- e) The Parties agreed that the Company shall bear all the cost related to the Bank Loan and/or Bank Loan Agreement (Section 2.4 hereof).
- f) The Seller shall bear all the cost related to preparing the expert opinion (appraisal) in accordance with Section 3.1 letter o) hereof.
- g) If the Seller is liable for the Seller's Breach in respect of which the Valuation has been prepared in accordance with Article 8 hereof, the Seller shall bear all the cost related to preparing such Valuation.

13.3 Severability

- a) The provisions of this Agreement are enforceable independently of each other, unless otherwise implied by this Agreement.
- b) Invalidity or unenforceability of any part of any contractual provision or any contractual provision shall have no effect on the validity and unenforceability of the remaining part of such provision and on remaining provisions.

- c) That shall not apply if the affected part of the provision cannot be separated from the remaining part of the provision or from the remaining provisions due to the importance of its nature or due to any other circumstance.
- d) The Parties undertake to immediately replace the invalid or unenforceable provision by a new provision corresponding in the maximum extent possible to the original intention and economic purpose of the original (invalid or unenforceable) provision.

13.4 Cooperation

The Parties undertake to provide each other with necessary cooperation required for the purpose of satisfaction of their obligations hereunder and/or fulfilment of this Agreement, which can be reasonably required from them.

The Parties undertake to inform each other about all facts which could affect fulfilment or endanger fulfilment of the obligations of any of the Parties hereunder.

13.5 Acting in Good Faith

Each Party undertakes to exercise the rights and fulfil the obligations hereunder in good faith and bearing in mind the legitimate interests of the other Party.

13.6 No Assignment

Neither Party shall be entitled to assign or otherwise transfer its rights or obligations following from this Agreement without prior written consent of the other Party.

However, a Party is entitled to assign (transfer) financial claims following from breach of this Agreement by the other Party (for instance, under Sections 9.5 and 9.6 hereof) also without consent of the breaching Party.

13.7 Amendment to this Agreement

Unless otherwise provided herein, any modifications or amendments to this Agreement may only be made on the basis of a written agreement of the Parties.

13.8 The entire Agreement

This Agreement, including Annexes hereto, constitutes the entire agreement on the rights and obligations of the Parties in relation to the subject matter of this Agreement and replaces all previous implied, oral or written arrangements, if any, made between the Parties in relation to the subject matter of this Agreement.

13.9 Annexes

The following Annexes constitute an integral part of this Agreement:

1. Annex No. 1: Draft of the Escrow Agreement;
2. Annex No. 2: Terms and conditions of the Subsidiary Loan Agreement and Operating Loan Agreement;
3. Annex No. 3: Draft of an Endorsement.

13.10 Counterparts and language versions

This Agreement has been executed in four counterparts in English language and in four counterparts in Slovak language; each Party shall receive two counterparts in each language version. However the content of Annex No. 1 (i.e. Draft of the Escrow Agreement) and Annex No. 3 hereto (i.e. Draft of an Endorsement) has been executed in Slovak language only.

In case of any discrepancies between the language versions of this Agreement, the English language version shall prevail.

[A PAGE CONTAINING SIGNATURES OF THE PARTIES FOLLOWS]

In **WITNESS OF THEIR CONSENT**, the Parties have attached their signatures hereunder on the day mentioned on the first page.

ON BEHALF OF Železničná spoločnosť Cargo Slovakia, a.s	<hr/> Name: Ing. Vladimír Lupták Title: Chairman of the Board of Directors
	<hr/> Name: Ing. Jaroslav Daniška Title: Vice-Chairman of the Board of Directors
ON BEHALF OF AAE Wagon a.s.	<hr/> Name: JUDr. Andrea Dobišová Title: Chairman of the Board of Directors
	<hr/> Name: Ing. Ivan Heczko Title: Member of the Board of Directors

ANNEX No. 1

to the AGREEMENT ON SALE AND PURCHASE OF SHARES OF Cargo Wagon, a.s.

DRAFT OF THE ESCROW AGREEMENT

ZMLUVA O VIAZANOM ÚČTE (ESCROW ÚČET)

uzavretá medzi

UniCredit Bank Czech Republic and Slovakia, a.s., Želetavská 1525/1, 140 92 Praha 4 – Michle, IČ: 649 48 242, zapísaná v obchodnom registri Mestského súdu v Prahe, oddiel: B, vložka číslo: 3608

organizačná zložka:

UniCredit Bank Czech Republic and Slovakia, a.s., pobočka zahraničnej banky, Šancová 1/A, 813 33 Bratislava, IČO: 47 251 336, zapísaná v obchodnom registri Okresného súdu Bratislava I, oddiel: Po, vložka číslo: 2310/B

obchodné miesto: centrála organizačnej zložky – Šancová 1/A, 813 33 Bratislava

č. tel., fax:

v mene ktorého koná: [meno a priezvisko, funkcia osôb oprávnených konať]
(ďalej len „**Banka**“)

a

Obchodné meno: **AAE Wagon a.s.**

Sídlo: Karadžičova 8/A, 821 08 Bratislava, Slovenská republika

IČO: 47 882 921

zapísaný: v Obchodnom registri Okresného súdu Bratislava I, odd. Sa, vl. č. 6020/B

v mene ktorého koná: [meno a priezvisko, funkcia osôb oprávnených konať]

údaje pre doručovanie a komunikáciu: [*] PSČ: [*]

č. tel. [*] fax: [*]

(ďalej len „**majiteľ účtu**“ alebo „**kupujúci**“)

a

Obchodné meno: **Železničná spoločnosť Cargo Slovakia, a.s.**

Sídlo: Drieňová 24, 820 09 Bratislava, Slovenská republika

IČO: 35 914 921

zapísaný: v Obchodnom registri Okresného súdu Bratislava I, odd. Sa, vl. č. 3496/B

v mene ktorého koná: [meno a priezvisko, funkcia osôb oprávnených konať]

údaje pre doručovanie a komunikáciu: [*] PSČ: [*]

č. tel. [*] fax: [*]

(ďalej len „**predávajúci**“)

(alebo spoločne pre kupujúceho a predávajúceho spolu ďalej len „**klienti**“)

I. ÚVODNÉ USTANOVENIA A PREDMET ZMLUVY

1.1. Vzhľadom na to, že:

- a) klienti uzavreli dňa ... Zmluvu o predaji a kúpe akcií Cargo Wagon, a.s. ktorej kópia tvorí prílohu č. 1 tejto zmluvy (ďalej len „**kúpna zmluva**“), na základe ktorej má kupujúci nadobudnúť od predávajúceho nižšie definovaný predmet kúpy podľa kúpnej zmluvy (ďalej len „**predmet kúpy**“). Predmetom kúpy sú akcie vo vlastníctve predávajúceho, ktorých

emitentom je spoločnosť Cargo Wagon, a.s. so sídlom Lúčna 2, 821 05 Bratislava, Slovenská republika, IČO: 47 523 441, zapísaná v Obchodnom registri Okresného súdu Bratislava I, oddiel Sa, vložka č. 5889/B (ďalej len „**spoločnosť**“), a to 2 kusy kmeňových akcií v listinnej podobe na meno, s menovitou hodnotou každej akcie 3.300.000,-EUR (slovom tri milióny tristo tisíc euro

- b) kúpnu cenu za predmet kúpy v celkovej výške **7.000.000,-EUR** (slovom: sedem miliónov euro) (ďalej len „**kúpna cena**“) si klienti želajú platiť tak, že kúpna cena bude uhradená oproti dokumentom určeným v tejto zmluve z účtu, ktorý pre kupujúceho ako majiteľa účtu zriadi a bude viesť banka (ďalej len „**viazaný účet**“). V prípade, ak sa prevod akcií neuskutoční si klienti želajú, aby došlo k výplате sumy nachádzajúcej sa na viazanom účte na základe predloženia dokumentov a za podmienok dojednaných v tejto zmluve o viazanom účte (ďalej len „**táto zmluva**“). Predmetom tejto zmluvy je dohoda zmluvných strán o podmienkach, za ktorých banka otvorí a bude viesť pre majiteľa účtu viazaný účet a za ktorých banka vyplatí peňažné prostriedky z viazaného účtu.

- 1.2. Klienti sa dohodli, že ak by dojednania v tejto zmluve neboli v súlade s dojednaniami v kúpnej zmluve, prednosť majú dojednania v tejto zmluve.
- 1.3. Žiadne dojednanie v tejto zmluve nezakladá žiadne záväzky a zodpovednosť banky z kúpnej zmluvy, ani jej záväzok platiť na vlastný účet, ani záväzok poskytnúť úver ktorémukoľvek z klientov alebo uzavrieť s ním zmluvu o úvere a záväzky banky z tejto zmluvy nepodliehajú námietkam a nárokom z kúpnej zmluvy a ktorýkoľvek z klientov nemôže proti banke nijako uplatňovať žiaden nárok alebo námietku z toho dôvodu, že druhý z klientov nesplnil nejakú svoju povinnosť podľa tejto zmluvy alebo ju porušil.

II. ZRIADENIE A VEDENIE VIAZANÉHO ÚČTU

- 2.1. Banka sa zaväzuje zriadiť a viesť viazaný účet pre majiteľa účtu a vyplatiť peňažné prostriedky z viazaného účtu podľa tejto zmluvy, za čo má banka právo na dojednanú odmenu.
- 2.2. Číslo viazaného účtu je [*]/1111. Mena, v ktorej sa viazaný účet zriaďuje, je EUR. IBAN [REDACTED]
- 2.3. Majiteľ účtu sa zaväzuje vložiť na viazaný účet peňažné prostriedky vo výške kúpnej ceny najneskôr do dátumu [REDACTED]. Vložením na viazaný účet sa rozumie pripísanie platby na viazaný účet.

III. ÚROČENIE VIAZANÉHO ÚČTU

- 3.1. Banka a klienti sa dohodli, že peňažné prostriedky na viazanom účte nebudú úročené.

IV. VŠEOBECNÉ USTANOVENIA O VÝPLATE Z VIAZANÉHO ÚČTU

- 4.1 Banka vykoná platbu, resp. platby z viazaného účtu na účet predávajúceho alebo kupujúceho v závislosti od toho, ktoré z Dojednaných dokumentov uvedených v článku V. tejto zmluvy budú banke predložené, resp. ktorá z podmienok podľa článku V. tejto zmluvy bude splnená.
- 4.2 Iné platby na ľarchu viazaného účtu okrem platieb uvedených v bode 5.1 banka nevykoná, ibaže klienti spoločne dajú banke iný písomný príkaz. Ak banka nemôže vykonať platbu na ľarchu viazaného účtu podľa tejto zmluvy pre obmedzenie alebo zákaz nakladať s prostriedkami na viazanom účte

ustanovený zákonom alebo určený na základe zákona, ktoré je pre banku záväzné, nie je to porušením tejto zmluvy.

4.3 O stave a o obratoch na účte banka informuje výpisom z účtu, ktorý sa vyhotovuje vždy po obrate a banka ho doručuje na adresu majiteľa účtu určenú v tejto zmluve a na adresu predávajúceho určenú v tejto zmluve .

4.4 Výplata peňažných prostriedkov z viazaného účtu je viazaná na predloženie dokumentov a splnenie podmienok uvedených v článku V. tejto zmluvy, a to buď v prospech účtu predávajúceho alebo kupujúceho.

V. DOJEDNANÉ DOKUMENTY A PODMIENKY VÝPLATY Z VIAZANÉHO ÚČTU

5.1. Banka vykoná výplatu z viazaného účtu nasledovne:

5.1.1 V prípade, že budú banke predložené nasledovné dokumenty:

(i) protokol podpísaný predávajúcim a kupujúcim vo forme a obsahu podstatne totožnom podľa vzoru uvedeného v prílohe č. 2 tejto zmluvy (ďalej len „**Dojednaný dokument 1**“), a

(ii) výpis zo zoznamu akcionárov spoločnosti (ďalej len „**Dojednaný dokument 2**“) vydaný Centrálnym depozitárom cenných papierov SR, a.s., IČO: 31 338 976, z ktorého vyplýva, že kupujúci je majiteľom predmetu kúpy, tak ako je definovaný v bode 1.1 a) tejto zmluvy, v takom prípade banka vykoná výplatu prostriedkov z viazaného účtu vo výške kúpnej ceny v prospech účtu predávajúceho č., a to do 3 Bankových pracovných dní po tom, ako je banke predložený Dojednaný dokument 1 a Dojednaný dokument 2 (v prípade, ak tieto dokumenty nie sú predložené v ten istý deň, banka vykoná výplatu z viazaného účtu do 3 Bankových pracovných dní po tom, ako jej je predložený neskorší z nich). **5.1.2**

V prípade, že bude banke predložený ktorýkoľvek z nasledovných dokumentov:

(i) dohoda podpísaná kupujúcim a predávajúcim o zániku alebo zrušení kúpnej zmluvy (ďalej len „**Dojednaný dokument 3**“), alebo

(ii) písomné vyhlásenie podpísané predávajúcim, ktorým oznamuje banke, že predávajúci alebo kupujúci odstúpil od kúpnej zmluvy, prílohou ktorého bude kópia oznámenia o odstúpení od kúpnej zmluvy ktorýmkoľvek z klientov (ďalej len „**Dojednaný dokument 4**“), alebo

(iii) písomné vyhlásenie podpísané kupujúcim, v ktorom oznamuje banke, že kupujúci alebo predávajúci odstúpil od kúpnej zmluvy, prílohou ktorého bude kópia oznámenia o odstúpení od kúpnej zmluvy ktorýmkoľvek z klientov (ďalej len „**Dojednaný dokument 5**“), alebo

(iv) písomné vyhlásenie podpísané predávajúcim alebo kupujúcim alebo predávajúcim a kupujúcim spoločne, v ktorom predávajúci alebo kupujúci alebo obidvaja spoločne oznamuje(ú) banke, buď že kúpna zmluva zanikla alebo bola zrušená (ďalej len „**Dojednaný dokument 6**“),

v takom prípade banka z vykoná výplatu prostriedkov z viazaného účtu nasledovne:

5.1.2.1 sumu vo výške prostriedkov na viazanom účte, ktorá prevyšuje 700.000 EUR (slovom: sedemsto tisíc euro) banka vyplatí do 3 Bankových pracovných dní po tom, ako jej je predložený ktorýkoľvek z Dojednaných dokumentov 3 až 6 (ak je banke predložený viac ako jeden z týchto dokumentov, banka vykoná výplatu z viazaného účtu do

3 Bankových pracovných dní odo dňa, kedy jej bol predložený prvý z nich), a to v prospech účtu kupujúceho č.

5.1.2.2 v prípade, že banka uskutočnila výplatu z viazaného účtu podľa bodu 5.1.2.1 tejto zmluvy a do 60 Bankových pracovných dní odo dňa, kedy bol banke predložený niektorý z Dojednaných dokumentov 3 až 6 (resp. prvý z nich) **nie je banke predložený** aspoň jeden z nasledujúcich dokumentov spĺňajúci podmienky podľa tejto zmluvy:

- (i) originál alebo notársky overenú fotokópiu dokumentu, z ktorého vyplýva, že predávajúci uplatnil voči kupujúcemu nárok na zaplatenie zmluvnej pokuty podľa kúpnej zmluvy v rozhodcovskom konaní alebo v konaní na všeobecných súdoch (ďalej len „**Dojednaný dokument 7**“), alebo
- (ii) originál alebo notársky overenú fotokópiu dokumentu podpísaného kupujúcim a predávajúcim, v ktorom bude uvedené, že na základe kúpnej zmluvy alebo v súvislosti s ňou, má predávajúci nárok na zaplatenie zmluvnej pokuty vo výške 700.000,-EUR voči kupujúcemu (ďalej len „**Dojednaný dokument 8**“),

v takom prípade banka do 3 Bankových pracovných dní po márnom uplynutí 60 dňovej lehoty vykoná výplatu z viazaného účtu v prospech účtu kupujúceho č., a to vo výške 700.000,-EUR (slovom: sedemsto tisíc euro) alebo, ak je suma na viazanom účte nižšia, banka vyplatí všetky prostriedky na nachádzajúce sa na viazanom účte.

V prípade, že Dojednaný dokument 7 alebo Dojednaný dokument 8 nespĺňajú podmienky podľa tejto zmluvy (predovšetkým podľa bodov 6.5.7 a 6.5.8 tejto zmluvy), banka na ich predloženie nebude prihliadať a po uplynutí 60-dňovej lehoty vykoná platbu tak, ako to predpokladá bod 5.1.2.1 tejto zmluvy, pokiaľ banka od klientov neobdrží spoločný písomný príkaz (v zmysle bodu 4.2 tejto zmluvy) ukladajúci banke povinnosť vykonať platbu z viazaného účtu inak, ako predpokladá táto zmluva.

5.1.2.3 pokiaľ banka neuskutočnila platbu v prospech kupujúceho podľa bodu 5.1.2.2 tejto zmluvy, v takom prípade vykoná výplatu z viazaného účtu v prospech účtu predávajúceho č. alebo kupujúceho č., a to vo výške uvedenej v Dojednanom dokumente 9 alebo Dojednanom dokumente 10, a to do 3 Bankových pracovných dní odo dňa ako bol banke predložený niektorý z nasledujúcich dokumentov:

- (i) originál alebo notársky overenú fotokópiu dokumentu podpísaného kupujúcim a predávajúcim, v ktorom bude uvedené, že na základe kúpnej zmluvy alebo v súvislosti s ňou, má predávajúci nárok na zaplatenie zmluvnej pokuty v špecifikovanej výške (ďalej len „**Dojednaný dokument 9**“).

Pokiaľ je suma prostriedkov nachádzajúcich sa na viazanom účte vyššia ako suma uvedená v Dojednanom dokumente 9, ktorá má predstavovať zmluvnú pokutu, na ktorú je oprávnený predávajúci, v takom prípade banka prevyšujúcu sumu vyplatí kupujúcemu na účet č. bez zbytočného odkladu po tom, ako banka uskutočnila výplatu prostriedkov predávajúcemu podľa Dojednaného dokumentu 9, alebo

(ii) právoplatné súdne rozhodnutie vydané rozhodcovským alebo všeobecným súdom, z ktorého vyplýva, že predávajúci bol úspešný v súdnom spore vedenom v súvislosti s kúpnu zmluvou proti kupujúcemu a v ktorom je uvedené, akú sumu je kupujúci povinný na základe tohto rozsudku vyplatiť predávajúcemu (ďalej len „**Dojednaný dokument 10**“).

Pokiaľ je suma prostriedkov nachádzajúcich sa na viazanom účte vyššia ako suma uvedená v Dojednanom dokumente 10, na ktorú má predávajúci podľa rozsudku nárok voči kupujúcemu, v takom prípade banka prevyšujúcu sumu vyplatí kupujúcemu na účet č. bez zbytočného odkladu po tom, ako banka uskutočnila výplatu prostriedkov predávajúcemu podľa Dojednaného dokumentu 10. Pokiaľ z Dojednaného dokumentu 10 vyplýva, že v súdnom spore bol v plnom rozsahu úspešný kupujúci, banka vykoná výplatu z viazaného účtu v prospech účtu kupujúceho č., a to vo výške všetkých prostriedkov nachádzajúcich sa na viazanom účte do 3 Bankových pracovných dní odo dňa ako bol banke Dojednaný dokument 10 predložený.

5.1.2.4 pokiaľ má banka z Dojednaného dokumentu 10 pochybnosti ohľadom toho v prospech ktorého klienta alebo v akej výške má byť výplata z viazaného účtu vykonaná, je banka oprávnená odoprieť vykonať výplatu až do predloženia spoločného príkazu klientov podľa bodu 4.2 resp. 6.6 tejto zmluvy.

5.2. Banka a klienti sa dohodli, že ktorýkoľvek z Dojednaných dokumentov bude predávajúci alebo kupujúci predkladať banke osobne na adrese sídla organizačnej zložky uvedenej v záhlaví tejto zmluvy, k rukám zamestnanca banky, ktorým je:

p. Lukáš Kicko

Relationship Manager - Korporátna klientela Slovensko

Tel.: + 421 2 4950 4355

e-mail: lukas.kicko@unicreditgroup.sk,

resp. iného zamestnanca, ktorého meno a kontaktné údaje banka klientom písomne oznámi. To isté platí pre doručovanie spoločného písomného príkazu klientov podľa bodu 6.6 alebo 4.2 tejto zmluvy.

VI. DOJEDNANÉ DOKUMENTY A ICH POSUDZOVANIE

6.1. Banka s rozumnou starostlivosťou preskúma, zjavnú správnosť každého z Dojednaných dokumentov 1 až 9 (Dojednaný dokument 1 až 9 ďalej spoločne len ako „**Dojednané dokumenty**“ a ktorýkoľvek z nich len ako „**Dojednaný dokument**“) a či sa zjavne zdajú alebo nezdajú byť v súlade s touto zmluvou.

6.2. Banka nebude kontrolovať dokumenty, ktoré nie sú požadované podľa tejto zmluvy, ale ich vráti predkladateľovi; obdobne nebude skúmať údaje uvedené v nich navyše oproti požiadavkám tejto zmluvy.

6.3. Ak banka zistí, že predložený dokument zjavne nie je pravý alebo zjavne nevyhovuje požiadavkám tejto zmluvy, alebo ak nezistí zjavnú pravosť predloženého dokumentu alebo že zjavne vyhovuje, platbu nevykoná, oznámi to klientom a dokumenty vráti predkladateľovi. Oproti takýmto dokumentom banka platbu vykoná len s písomným súhlasom klientov.

- 6.4.** Každý z Dojednaných dokumentov musí byť banke predložený v origináli alebo úradne osvedčenej fotokópii. V súvislosti s Dojednanými dokumentmi banka nebude skúmať predovšetkým:
- (i) pravosť podpisov na Dojednanom dokumente a oprávnenie podpisujúcich osôb konať v mene klientov a podpísať Dojednaný dokument,
 - (ii) skutočnosť, či Dojednaný dokument bol doručený druhej zmluvnej strane, resp. ktorejkoľvek tretej osobe.
- 6.5.** V prípade nasledujúcich Dojednaných dokumentov bude banka skúmať, či obsahujú nasledovné náležitosti:
- 6.5.1 v prípade Dojednaného dokumentu 1 – či je urobený vo forme a obsahu podľa vzoru nachádzajúceho sa v prílohe č. tejto zmluvy,
 - 6.5.2 v prípade Dojednaného dokumentu 2 – či z neho vyplýva, že kupujúci je majiteľom predmetu kúpy tak, ako je definovaný v bode 1.1 písm. a) tejto zmluvy,
 - 6.5.3 v prípade Dojednaného dokumentu 3 – či sú ako strany Dojednaného dokumentu 3 uvedené kupujúci a predávajúci a či sa v texte dohody uvádza, že sa strany dohodli na zrušení alebo zániku kúpnej zmluvy, ktorá je v dohode jednoznačne špecifikovaná,
 - 6.5.4 v prípade Dojednaného dokumentu 4 – či je obsahom tohto dokumentu vyhlásenie predávajúceho, ktorým oznamuje banke, že predávajúci alebo kupujúci odstúpil od kúpnej zmluvy, ktorá je v Dojednanom dokumente 4 jednoznačne špecifikovaná a či je jeho prílohou úradne overená fotokópia takéhoto odstúpenia od kúpnej zmluvy (v prípade prílohy Dojednaného dokumentu 4 banka posudzuje iba, či je adresátom odstúpenia od zmluvy predávajúci alebo kupujúci a v jej obsahu je nepochybne vyjadrené odstúpenie od kúpnej zmluvy predávajúcim alebo kupujúcim),
 - 6.5.5 v prípade Dojednaného dokumentu 5 – či je obsahom tohto dokumentu vyhlásenie kupujúceho, ktorým oznamuje banke, že predávajúci alebo kupujúci odstúpil od kúpnej zmluvy, ktorá je v Dojednanom dokumente 5 jednoznačne špecifikovaná a či je jeho prílohou úradne overená fotokópia odstúpenia od kúpnej zmluvy (v prípade prílohy Dojednaného dokumentu 5 banka posudzuje iba, či je adresátom odstúpenia od zmluvy kupujúci alebo predávajúci a v jej obsahu je nepochybne vyjadrené odstúpenie od kúpnej zmluvy kupujúcim alebo predávajúcim),
 - 6.5.6 v prípade Dojednaného dokumentu 6 – či je obsahom tohto dokumentu vyhlásenie predávajúceho alebo kupujúceho alebo obidvomi spoločne o tom, že kúpna zmluva, ktorá je v Dojednanom dokumente jednoznačne špecifikovaná, zanikla alebo bola zrušená,
 - 6.5.7 v prípade Dojednaného dokumentu 7 – či z predloženého dokumentu vyplýva, že:
 - (i) adresátom Dojednaného dokumentu 7 je súd (Medzinárodný rozhodcovský súd Medzinárodnej obchodnej komory alebo všeobecný súd) a
 - (ii) nárok na súde bol uplatnený predávajúcim a smeruje voči kupujúcemu,
 - (iii) uplatneným nárokom predávajúci požaduje od kupujúceho zaplatenie zmluvnej pokuty na základe kúpnej zmluvy, tak ako je definovaná v tejto zmluve,

- 6.5.8 v prípade Dojednaného dokumentu 8 alebo Dojednaného dokumentu 9 – či z predloženého dokumentu nepochybne vyplýva, že:
- (i) účastníkmi Dojednaného dokumentu 8 alebo Dojednaného dokumentu 9 je predávajúci a kupujúci,
 - (ii) Dojednaný dokument 8 alebo Dojednaný dokument 9 je uzatvorený v súvislosti s kúpnu zmluvou, tak ako je definovaná v tejto zmluve,
 - (iii) obsahom Dojednaného dokumentu 8 alebo Dojednaného dokumentu 9 je dohoda predávajúceho a kupujúceho o tom, že predávajúci má nárok voči kupujúcemu na zaplatenie zmluvnej pokuty a v akej výške
- 6.5.9 v prípade Dojednaného dokumentu 10 – či z predloženého dokumentu nepochybne vyplýva, že:
- (i) ide o rozhodnutie Medzinárodného rozhodcovského súdu Medzinárodnej obchodnej komory alebo všeobecného súdu,
 - (ii) rozhodnutie je vydané v rozhodcovskom alebo súdnom spore, ktorého účastníkmi sú predávajúci a kupujúci,
 - (iii) spor medzi predávajúcim a kupujúcim sa týka kúpnej zmluvy,
 - (iv) vyplýva z neho v akom pomere v súdnom spore bol úspešný buď kupujúci alebo predávajúci,
 - (v) na rozhodnutí je vyznačená právoplatnosť, alebo je údaj o právoplatnosti uvedený priamo v texte rozhodnutia.

- 6.6. Banka je oprávnená odprieť vykonať platbu z viazaného účtu a požadovať spoločný príkaz alebo inštrukciu klientov ohľadom toho ako naložiť s prostriedkami na viazanom účte aj v prípade, ak s vynaložením odbornej starostlivosti nie je z predloženého Dojednaného dokumentu / Dojednaných dokumentov banke zrejmé, či spĺňajú podmienky podľa tejto zmluvy, resp. ak z Dojednaného dokumentu vyplýva pochybnosť ohľadom toho, ktorému klientovi alebo v akej výške je banka povinná vykonať platbu.

VII. ZRUŠENIE VIAZANÉHO ÚČTU

- 7.1. Banka bez ďalšieho prevedie zostatok účtu na účet kupujúceho č. a viazaný účet zruší, ak najneskôr do dvoch rokov od podpisu tejto zmluvy nebudú splnené podmienky podľa tejto zmluvy, na základe ktorých je možné vyplatiť všetky prostriedky nachádzajúce sa na viazanom účte.
- 7.2. Banka viazaný účet tiež zruší, ak
- a) nebude kúpna cena pripísaná na viazaný účet v dojednanej lehote alebo
 - b) sa uskutoční výplata všetkých peňažných prostriedkov z viazaného účtu podľa tejto zmluvy.

VIII. ODMENA

- 8.1. Odmena banky je 10.000,- EUR (slovom: desaťtisíc euro).
- 8.2. Odmena je splatná do 3 Bankových pracovných dní od podpísania tejto zmluvy na účet banky č. [***]. Odmenu uhradí kupujúci vo výške 5.000EUR slovom [päťtisíc] eur, a predávajúci vo výške 5.000EUR slovom päťtisíc eur. Odmena sa považuje za uhradenú pripísaním na účet banky. *
- 8.3 Banka nie je povinná vykonávať povinnosti podľa tejto zmluvy až do riadneho a úplného zaplatenia odmeny.

IX. VYHLÁSENIA KLIENTOV

- 9.1** Majiteľ účtu vyhlasuje, že pred uzavretím bankového obchodu bol oboznámený s podmienkami banky na prijímanie vkladov a vykonávanie všetkých ďalších bankových obchodov a o ich cenách vrátane uvedenia príkladov, o odplatách vyžadovaných bankou od majiteľa účtu, ktoré súvisia so záväzkovým vzťahom v súlade s ust. § 37 ods.2 Zákona o bankách a o zmene a doplnení niektorých zákonov v znení neskorších predpisov (ďalej len „Zákon o bankách“), a o odplatách v prospech majiteľa účtu, ktoré súvisia so záväzkovým vzťahom v súlade s ust. § 37 ods. 2 Zákona o bankách;
- 9.2** Klienti vyhlasujú že nie sú vo vzťahu k banke osobou s osobitným vzťahom podľa § 35 Zákona o bankách, pričom v prípade ak sa ňou stanú, podajú o tom banke bezodkladne správu. Toto vyhlásenie sa považuje za pravdivé a zopakované pri každom vykonaní bankového obchodu. V prípade, ak banka zistí, že toto vyhlásenie je nepravdivé, táto zmluva stráca platnosť ku dňu, keď sa banka o tejto skutočnosti dozvedela, ak sú dané okolnosti, ktoré zakladajú povinnosť banky dohodnúť takúto sankciu neplatnosti;
- 9.3** Majiteľ účtu vyhlasuje, že:
- 9.3.1** všetky peňažné prostriedky použité pri bankových obchodoch nad hodnotu určenú v Zákone o bankách, ktoré bude vykonávať na základe tejto zmluvy, ako aj ďalších zmlúv, ktoré sa vzťahujú k tomuto účtu zriadenému na základe tejto zmluvy, sú jeho vlastníctvom a tieto bankové obchody bude vykonávať na svoj vlastný účet;
- 9.3.2** pokiaľ by pri bankovom obchode s hodnotou stanovenou v príslušnom ustanovení aktuálne platného Zákona o bankách mali byť použité peňažné prostriedky, ktoré sú vlastníctvom inej osoby, alebo pokiaľ by takýto bankový obchod mal vykonať na účet inej osoby, predloží Banke písomné vyhlásenie, v ktorom uvedie meno, priezvisko, rodné číslo alebo dátum narodenia a adresu trvalého pobytu fyzickej osoby alebo názov, sídlo a IČO právnickej osoby, ak ho má pridelené, ktorej vlastníctvom sú tieto peňažné prostriedky alebo na účet ktorej má byť takýto bankový obchod vykonaný, ako aj písomný súhlas dotknutej osoby na použitie jej peňažných prostriedkov na vykonávaný bankový obchod alebo na vykonanie bankového obchodu na jej účet.
- 9.4** Podpisom tejto zmluvy klienti dávajú výslovný súhlas, že Banka je oprávnená spracovávať údaje, ktoré Banka získa v súvislosti s právnym vzťahom podľa tejto zmluvy, a to (i) údajov, ktoré podliehajú ochrane bankového tajomstva a (ii) osobných údajov, v rozsahu údajov vymedzenom platnými právnymi predpismi, najmä zákonom č. 483/2001 Z.z. o bankách v platnom znení a zákonom č. 122/2013 Z.z. o ochrane osobných údajov v platnom znení (ďalej aj len „údaje“), a to na účely prípravy a správy záväzkového vzťahu medzi klientmi a Bankou alebo subjektom, ktorý patrí do Skupiny banky, na účely dojednávania, uzatvárania, vykonávania a následnej kontroly Bankových obchodov s klientmi, na účel identifikácie klientov a ich zástupcov.,.
- 9.5** Podpisom tejto zmluvy klienti dávajú výslovný súhlas, že Banka je oprávnená poskytnúť údaje:
- 9.5.1** ktorémukoľvek členovi Skupiny banky najmä na účely súvisiace s podnikateľskou činnosťou Banky alebo člena Skupiny banky napr. na posúdenie riadenia rizika a obozretného podnikania Banky, výkazníctva v rámci Skupiny banky, zdokumentovania činnosti Banky a to v rozsahu k dosiahnutiu účelu spracúvania,

- 9.5.2 tretím subjektom za účelom poskytnutia požadovaného bankového obchodu Bankou alebo využívania doplnkových služieb ponúkaných Bankou avšak poskytnutých tretím subjektom (najmä osoby zabezpečujúce platobný styk, vydávajúce platobné karty, poskytujúce poistenie a pod.),
- 9.5.3 poskytovateľovi služieb, s ktorým má Banka uzatvorený zmluvný vzťah na zabezpečenie činností slúžiacich na podporu výkonu bankových činností, a to aj poskytovateľovi mimo územia Slovenskej republiky len v rozsahu platnej písomnej zmluvy. Ak predmetom služby bude spracovanie osobných údajov, bude Bankou poverený subjekt klientom oznámený oznamom uverejneným v Obchodných priestoroch banky, ak Banka neuskutoční oznámenie iným vhodným spôsobom
- 9.5.4 tretím subjektom za účelom ochrany a domáhania sa práv Banky z Bankového obchodu mimosúdnou alebo súdnou cestou, alebo postúpenia splatnej pohľadávky Banky a jej príslušenstva, vrátane sprístupnenia údajov v súvislosti s rokovaniami týkajúcich sa takýchto poverení alebo uzatvorenia zmluvy,
- 9.5.5 subjektom, s ktorými Banka konzultuje obchodný prípad, resp. si vyžiada k nemu ich písomné stanovisko (napr.: svojim audítorm, externým právnym poradcom, tlmočníkom), pokiaľ to Banka považuje za potrebné,
- 9.6** Klienti potvrdzujú, že boli informovaní o skutočnostiach podľa § 15 a poučení o svojich právach na úseku ochrany práv dotknutých osôb vyplývajúcich zo zákona č.122/2013 Z.z. o ochrane osobných údajov.

X. SPOLOČNÉ A ZÁVEREČNÉ USTANOVENIA

- 10.1** Zmluvné strany sa informujú navzájom o všetkých udalostiach, ktoré majú vplyv na platnosť tejto zmluvy a vykonávanie práv a plnení záväzkov z nej.
- 10.2** Všetky oznámenia banky klientom týkajúce sa tejto zmluvy budú zasielané na adresy uvedené pri označení zmluvných strán. Akákoľvek zmena týchto adries musí byť oznámená ostatným zmluvným stranám a nimi potvrdená písomne. Oznámenia nadobúdajú účinnosť dňom ich doručenia. V prípade oznámení zasielaných faxom sa má za to, že sú doručené v okamihu ich úspešného prenosu potvrdeného faxovým prístrojom. V prípade oznámení zasielaných doporučenou poštou sa má za to, že sú doručené päť pracovných dní po ich podaní na poštu na doručenie. To isté obdobie platí pre oznámenia klientov doručované banke, s výnimkou doručovanie dokumentov uvedených v bode 5.2, ktoré musia byť banke doručované spôsobom dohodnutým v bode 5.2 tejto zmluvy.
- 10.3** Žiadna zmluvná strana nie je oprávnená postúpiť akékoľvek zo svojich práv alebo záväzkov z tejto zmluvy bez predchádzajúceho písomného súhlasu všetkých ostatných zmluvných strán.
- 10.4** Táto zmluva obsahuje úplnú dohodu zmluvných strán a zahŕňa všetky podmienky, na ktorých sa strany dohodli. Zmeniť ju možno len vzájomnou písomnou dohodou zmluvných strán, formou dodatkov. Ak sa stane niektoré ustanovenie tejto zmluvy neplatným, nedotýka sa to platnosti ostatných ustanovení; pre prípad neplatnosti sa zmluvné strany podpisom tejto zmluvy zaväzujú neplatné ustanovenia nahradiť novými ustanoveniami zodpovedajúcimi hospodárskemu účelu tejto zmluvy a úmyslu strán pri jej uzatváraní.

10.5 Ak z tejto zmluvy nevyplýva iné, vzťahujú sa na pomery z tejto zmluvy ustanovenia Obchodného zákonníka o zmluve o bežnom účte a jeho všeobecné ustanovenia o obchodných záväzkových vzťahoch a Všeobecné obchodné podmienky na vykonávanie bankových obchodov, s ktorými sa klienti pred uzatvorením tejto zmluvy oboznámili a podpisom tejto zmluvy potvrdzujú že s nimi súhlasia.

10.6 Rozhodovanie sporov:

Banka pri uzavieraní tejto zmluvy ponúkla klientom neodvolateľný návrh na uzavretie rozhodcovskej zmluvy v nasledovnom znení:

„Banka a klienti sa dohodli, že akýkoľvek spor, nárok alebo rozpor vzniknutý z tejto zmluvy alebo v súvislosti s ňou, vrátane všetkých otázok týkajúcich sa jej výkladu, existencie, platnosti alebo ukončenia, ktoré sa nepodarí vyriešiť vzájomnou dohodou bude prejednávať a rozhodovať Stály rozhodcovský súd Slovenskej bankovej asociácie podľa zákona o rozhodcovskom konaní a podľa Štatútu a Rokovacieho poriadku Stáleho rozhodcovského súdu Slovenskej bankovej asociácie, platného a účinného v čase začatia konania, zverejneného na internetovej stránke www.sbaonline.sk. Jazykom rozhodcovského konania bude slovenský jazyk. Stály rozhodcovský súd Slovenskej bankovej asociácie bol zriadený Slovenskou bankovou asociáciou, IČO: 30813182, so sídlom v Bratislave.“

V dôsledku uzavretia navrhovanej rozhodcovskej zmluvy sa vzájomné spory medzi zmluvnými stranami z obchodov v dohodnutom rozsahu nebudú riešiť pred súdmi Slovenskej republiky, ale sa rozhodnú v rozhodcovskom konaní, o čom Banka predložením uvedeného návrhu rozhodcovskej zmluvy klientov v zmysle príslušných ustanovení zákona o bankách poučila a tí to podpisom tejto zmluvy potvrdzujú.

Majiteľ účtu a Predávajúci, každý za seba tento návrh rozhodcovskej zmluvy podpisom tejto zmluvy: prijíma / neprijíma¹

Ak klienti návrh rozhodcovskej zmluvy neprijali, budú na riešenie sporov vzniknutých na základe tejto zmluvy alebo v súvislosti s ňou oprávnené a príslušné všeobecné súdy Slovenskej republiky.

10.7 Táto zmluva ako aj akékoľvek zmluvné a/alebo mimozmluvné záväzky ktoré z nej vyplývajú alebo vznikajú v súvislosti s ňou sa spravujú právom Slovenskej republiky

10.8 Táto zmluva sa uzatvára v [*troch] vyhotoveniach, po jednom pre každú zmluvnú stranu.

10.9 Zmluvné strany si túto zmluvu prečítali, porozumeli jej obsahu a zhodne vyhlasujú, že vyjadruje ich slobodnú, skutočnú a vážnu vôľu a nie sú im známe okolnosti, ktoré by ju robili neplatnou a na znak súhlasu pripájajú podpisy osôb oprávnených podpisovať v ich mene, ktorých totožnosť bola medzi zmluvnými stranami navzájom preukázaná.

Prílohy: Príloha č. 1 – kópia kúpnej zmluvy (bod 1.1 a) tejto zmluvy
Príloha č. 2 – vzor protokolu (bod 5.1.1 (i) tejto zmluvy)

V Bratislave dňa [*]

V [*] dňa [*]

¹ Nehodiace sa škrtnie

V mene banky:

[*]

Podpis:

[*]

Podpis:

V mene kupujúceho:

[*]

Podpis:

[*]

Podpis

V [*] dňa [*]

V mene predávajúceho:

[*]

Podpis:

[*]

Podpis:

PRÍLOHA Č. 2 K ZMLUVE O VIAZANOM ÚČTE

VZOR PROTOKOLU

Tento protokol je vyhotovený v súlade so Zmluvou o predaji a kúpe akcií Cargo Wagon, a.s. uzatvorenou dňa [●] medzi zmluvnými stranami:

Obchodné meno: **Železničná spoločnosť Cargo Slovakia, a.s.**
Sídlo: Drieňová 24, 820 09 Bratislava, Slovenská republika
Zápis: v Obchodnom registri Okresného súdu Bratislava I,
oddiel Sa, vložka č. 3496/B
IČO: 35 914 921
Konajúci: [meno], [funkcia]
[meno], [funkcia]

(ďalej ako “**Predávajúci**”)

a

Obchodné meno: **AAE Wagon a.s.**
Sídlo: Karadžičova 8/A, 821 08 Bratislava, Slovenská republika
Zápis: v Obchodnom registri Okresného súdu Bratislava I,
oddiel Sa, vložka č. 6020/B
IČO: 47 882 921
Konajúci: [meno], [funkcia]
[meno], [funkcia]

(ďalej ako “**Kupujúci**”)

1. Predávajúci a Kupujúci týmto potvrdzujú, že v deň uvedený na podpisovej strane došlo k prevodu nasledovných akcií spoločnosti Cargo Wagon, a.s. z Predávajúceho na Kupujúceho:

Emitent akcií:	Cargo Wagon, a.s., so sídlom Lúčna 2, 821 05 Bratislava, Slovenská republika, IČO: 47 523 441, zapísaná v obchodnom registri Okresného súdu Bratislava I, oddiel Sa, vložka č. 5889/B
Akcie vydané na meno:	Železničná spoločnosť Cargo Slovakia, a.s., so sídlom Drieňová 24, 820 09 Bratislava, Slovenská republika, IČO: 35 914 921, zapísaná v obchodnom registri Okresného súdu Bratislava I, oddiel Sa, vložka č. 3496/B
Počet akcií:	2 (dve)
Celková nominálna hodnota akcií:	6.600.000,- € (šesť miliónov šesťstotisíc eur)
Nominálna hodnota jednej akcie:	3.300.000,- € (tri milióny tristotisíc eur)
Číslo akcií:	102, 103
Podoba akcií:	listinné
Forma akcií:	na meno
Druh akcií:	kmeňové

2. Zmluvné strany ďalej potvrdzujú, že prevod akcií bol uskutočnený nasledovnými úkonmi:

- a) Predávajúci vyznačil na akciách spoločnosti Cargo Wagon, a.s. špecifikovaných v bode 1 rubopis v slovenskom jazyku v prospech Kupujúceho a tieto akcie (s vyznačeným rubopisom) odovzdal Kupujúcemu a Kupujúci ich prevzal; a
- b) Akcie spoločnosti Cargo Wagon, a.s. špecifikované v bode 1 (s vyznačeným rubopisom) boli predložené na nahliadnutie prítomným členom štatutárneho orgánu spoločnosti Cargo Wagon, a.s..

V [Miesto] dňa: [Deň prevodu]

[Vlastnoručný podpis]

.....

Železničná spoločnosť Cargo Slovakia, a.s.

[Meno a priezvisko], [Funkcia]

[Vlastnoručný podpis]

.....

Železničná spoločnosť Cargo Slovakia, a.s.

[Meno a priezvisko], [Funkcia]

[Vlastnoručný podpis]

.....

AAE Wagon a.s.

[Meno a priezvisko], [Funkcia]

[Vlastnoručný podpis]

.....

AAE Wagon a.s.

[Meno a priezvisko], [Funkcia]

Spoločnosť Cargo Wagon, a.s., so sídlom Lúčna 2, 821 05 Bratislava, Slovenská republika, IČO: 47 523 441, zapísaná v obchodnom registri Okresného súdu Bratislava I, oddiel Sa, vložka č. 5889/B týmto potvrdzuje, že jej boli predložené na nahliadnutie akcie špecifikované vyššie v bode 1 s vyznačeným rubopisom v prospech Kupujúceho.

[Vlastnoručný podpis]

.....

Cargo Wagon, a.s.

[Meno a priezvisko], [Funkcia]

[Vlastnoručný podpis]

.....

Cargo Wagon, a.s.

[Meno a priezvisko], [Funkcia]

ANNEX No. 2

to the AGREEMENT ON SALE AND PURCHASE OF SHARES OF Cargo Wagon, a.s.

**TERMS AND CONDITIONS OF THE SUBSIDIARY LOAN AGREEMENT
AND OPERATING LOAN AGREEMENT**

**TERMS OF SUBSIDIARY LOAN
FOR CARGO WAGON, A.S.
EUR 20,000,000**

Bratislava, March 2015

LOAN	Long-term subordinated subsidiary loan
CURRENCY	EUR
LOAN AMOUNT	EUR 20,000,000
PURPOSE	Financing of long-term as well as short-term needs of CW, including payment of a portion of purchase price for acquisition of railcars from ZSSK Cargo and financing of maintenance
BORROWER	Cargo Wagon, a.s. (ID No.: 47 523 441), company established solely for the purpose of acquisition, leasing, re-leasing and other disposal with railcars, 66% shares of which will be owned by the Lender and 34% by ZSSK Cargo
LENDER	AAE Wagon a. s. (ID No.: 47 882 921)
FINANCE DOCUMENTS	Loan Agreement
FINAL REPAYMENT DATE	12 months after repayment of bank financing
INTEREST PERIOD	12 months. Interest is due 3 years after signing of the bank facilities agreement provided that such repayment of interest is not in contradiction with the finance documents executed between the Borrower and the banks financing the acquisition of railcars by the Borrower from ZSSK Cargo (the Finance Documents). If such repayment of interest contradicts the Finance Documents in the given year, the interest is due in the next year provided that such does not contradict the Finance Documents, in any case together with the principal at latest
INTEREST RATE	6,0 % p.a.
UPFRONT FEE	No fee
UTILIZATION	Based on request of the Borrower, before utilization of the bank financing
INSTALMENT CALENDAR	Single repayment on the Final Repayment Date
REPRESENTATIONS	Standard representations usually required in similar “shareholder” loans
INFORMATION COVENANTS	Standard information covenants usually required in similar “shareholder” loans
FINANCIAL COVENANTS	Standard financial covenants usually required in similar “shareholder” loans
CONDITIONS PRECEDENT	Standard conditions precedent usually required in similar “shareholder” loans
OTHER PROVISIONS	Other standard provisions usually required in similar “shareholder” loans
GOVERNING LAW	Slovak law

**TERMS OF SUBSIDIARY LOAN
FOR CARGO WAGON, A.S.
EUR 10,000,000**

Bratislava, March 2015

LOAN	Long-term subordinated subsidiary loan
CURRENCY	EUR
LOAN AMOUNT	EUR 10,000,000
PURPOSE	Financing of long-term as well as short-term needs of CW and financing of maintenance
BORROWER	Cargo Wagon, a.s. (ID No.: 47 523 441), company established solely for the purpose of acquisition, leasing, re-leasing and other disposal with railcars, 66% shares of which will be owned by the Lender and 34% by ZSSK Cargo
LENDER	Železničná spoločnosť Cargo Slovakia, a.s. (IČO: 35 914 921)
FINANCE DOCUMENTS	Loan Agreement
FINAL REPAYMENT DATE	12 months after repayment of bank financing
INTEREST PERIOD	12 months. Interest is due 3 years after signing of the bank facilities agreement provided that such repayment of interest is not in contradiction with the finance documents executed between the Borrower and the banks financing the acquisition of railcars by the Borrower from ZSSK Cargo (the Finance Documents). If such repayment of interest contradicts the Finance Documents in the given year, the interest is due in the next year provided that such does not contradict the Finance Documents, in any case together with the principal at latest
INTEREST RATE	6,0 % p.a.
UPFRONT FEE	No fee
UTILIZATION	Based on request of the Borrower, before utilization of the bank financing
INSTALMENT CALENDAR	Single repayment on the Final Repayment Date
REPRESENTATIONS	Standard representations usually required in similar “shareholder” loans
INFORMATION COVENANTS	Standard information covenants usually required in similar “shareholder” loans
FINANCIAL COVENANTS	Standard financial covenants usually required in similar “shareholder” loans
CONDITIONS PRECEDENT	Standard conditions precedent usually required in similar “shareholder” loans
OTHER PROVISIONS	Other standard provisions usually required in similar “shareholder” loans
GOVERNING LAW	Slovak law

ANNEX No. 3

to the AGREEMENT ON SALE AND PURCHASE OF SHARES OF Cargo Wagon, a.s.

ENTERED INTO BY AND BETWEEN:

Železničná spoločnosť Cargo Slovakia, a.s.

as the Seller

and

AAE Wagon a.s.

as the Buyer

DRAFT OF AN ENDORSEMENT

Za nás na rad:

[Obchodné meno/Názov]:

Sídlo:

[IČO]:

[Zápis]:

V [Miesto] dňa: [Deň prevodu]

[Vlastnoručný podpis]

.....

Železničná spoločnosť Cargo Slovakia, a.s.

[Meno a priezvisko], [Funkcia]

[Vlastnoručný podpis]

.....

Železničná spoločnosť Cargo Slovakia, a.s.

[Meno a priezvisko], [Funkcia]