

**Dated 12 December 2017**

# **Purchase Agreement**

between

**MH Invest, s.r.o.**  
as the Seller

and

**Jaguar Land Rover Slovakia s.r.o.**  
as the Purchaser

1.	Definitions and Interpretation .....	1
2.	Subject Matter of Agreement .....	4
3.	Purchase Price and Escrow Account Arrangements .....	4
4.	Seller's Warranties .....	8
5.	Purchaser's Warranties .....	11
6.	Covenants .....	12
7.	Post-Registration Covenants .....	12
8.	Acquisition of Title to the Land .....	12
9.	Handover of Land, Transfer of Risk, Handover of Documents .....	13
10.	Invalidity of Agreement .....	14
11.	Termination of Agreement .....	14
12.	General Provisions .....	15
Schedule 1	Seller's Warranties .....	19
Schedule 2	Land .....	22
Schedule 3	Handover Documents .....	40
Schedule 4	Title Deeds .....	41

**This Purchase Agreement** (the “**Agreement**”) is entered into on 12 December 2017 between:

- (1) **MH Invest, s.r.o.**, with its registered office at Mlynské Nivy 44/A, 821 09 Bratislava, ID No. 36 724 530, registered in the Commercial Register maintained by the Bratislava I District Court, Section Sro, Insert No. 44056/B (the “**Seller**”); and
- (2) **Jaguar Land Rover Slovakia s.r.o.**, with its registered office at Vysoká 2/B, 811 06 Bratislava, ID No. 48 302 392, registered in the Commercial Register maintained by the Bratislava I District Court, Section Sro, Insert No. 106220/B (the “**Purchaser**”).

**Background:**

- (A) On 11 December 2015 Slovakia, acting through the Ministry of Economy of the Slovak Republic, the City of Nitra, the Investor and the Purchaser entered into the Investment Agreement, as amended by the Amendment No. 1 dated 12 August 2016 (the “**Investment Agreement**”) regarding the Project that is to be completed by the Investor through its Slovak subsidiary, the Purchaser, on the Site.
- (B) On 11 December 2015 the Seller and the Purchaser entered into the Agreement on Future Agreements, as amended by the Amendment No. 1 dated 29 July 2016 (the “**Agreement on Future Agreements**”) that contemplates execution of the Agreement.
- (C) The Seller wishes to sell the Land and the Purchaser wishes to purchase the Land for the Purchase Price under the below terms.

**It is therefore agreed** as follows:

## **1. Definitions and Interpretation**

### **1.1 Definitions**

Unless herein expressly stipulated otherwise, the capitalized terms shall have the meanings set out below:

“ <b>Agreement</b> ”	means this Purchase Agreement.
“ <b>Agreement on Future Agreements</b> ”	has the meaning given to it in Recital (B) hereof.
“ <b>Breach</b> ”	has the meaning given to it in Clause 4.3(a) hereof.
“ <b>Cadastral Office</b> ”	means the District Office of Nitra, Cadastral Department.
“ <b>Cadastral Register</b> ”	means register of ownership titles and other rights to immovable assets maintained by the Cadastral Office.
“ <b>Claim</b> ”	has the meaning given to it in Clause 4.3(a) hereof.
“ <b>Contamination</b> ”	means the presence of any Hazardous Substance at or prior to the Execution Date, in (or on the surface of) the soil, or in groundwater or surface water at, under or emanating from any of the Land or any of its part.
“ <b>Detrimental Decision</b> ”	means any court decision on a Third Party Claim directly or indirectly affecting the Purchaser’s title to the Land, and/or directly or indirectly adversely affecting the Purchaser’s operation of the Project on the Land, and/or causing a breach of the Seller’s Warranties, and/or capable of causing any of the above as a consequence, regardless of whether such a decision

	is appealable, unenforceable, intermediate, partial or interim measure only.
<b>“Environment”</b>	means any or all of the following media (alone or in combination): air (including the air within buildings and the air within other natural or man-made structures whether above or below ground); water (including water under or within land or in drains or sewers); soil and land and any ecological systems and living organisms (including man).
<b>“Environmental Law”</b>	means any applicable law relating to: <ul style="list-style-type: none"> <li>(a) the protection of the Environment; or</li> <li>(b) the presence, emission, discharge, release or escape into the Environment of Hazardous Substances or the production, processing, treatment, storage, transport, or disposal of Hazardous Substances.</li> </ul>
<b>“Escrow Account”</b>	means the account established and administered under the Escrow Agreement held by the Escrow Agent.
<b>“Escrow Agent”</b>	means UniCredit Bank Czech Republic and Slovakia, a.s.
<b>“Escrow Agreement”</b>	means an escrow agreement between the Escrow Agent, the Seller and the Purchaser governing the administration of the Escrow Amount on the Escrow Account.
<b>“Escrow Amount”</b>	has the meaning given to it in Clause 3.6 hereof.
<b>“Escrow Period”</b>	means a period of 15 years from the Execution Date.
<b>“Escrow Period Extension Notice”</b>	means a notification signed by the Purchaser and the Seller (signatures being officially verified) addressed to the Escrow Agent, which extends the Escrow Period up to 20 years from the Execution Date.
<b>“Execution Date”</b>	means the date on which the last of the Parties executed this Agreement.
<b>“Handover Date”</b>	has the meaning given to it in Clause 9.1 hereof.
<b>“Handover Documents”</b>	has the meaning given to it in Clause 9.4(a) hereof.
<b>“Hazardous Substance”</b>	means any waste, pollutant, contaminant and any other natural or artificial substance (whether in the form of a solid, liquid, gas or vapour) which is capable of causing harm or damage to the Environment or to human health.
<b>“Investment Agreement”</b>	has the meaning given to it in Recital (A) hereof.
<b>“Land”</b>	means the plots of land listed in <u>Schedule 2</u> , which forms an integral part hereof.
<b>“Legal Expert”</b>	has the meaning given to it in Clause 3.10 hereof.
<b>“Loss” or “Losses”</b>	means the (i) actual losses, including, but not limited to, any loss of benefits which the Party suffering a loss would have acquired had the breaching Party complied with its obligations

	under this Agreement; and (ii) lost profits.
<b>“Party”</b>	means the Seller and the Purchaser.
<b>“Pending Claims”</b>	has the meaning given to it in Clause 4.9(a) hereof.
<b>“Petition for Registration”</b>	has the meaning given to it in Clause 8.2(a) hereof.
<b>“Post-Registration Obligation”</b>	has the meaning given to it in Clause 7(a) hereof.
<b>“Probable”</b>	means with respect to the Third Party Claim a conclusion of the Legal Expert that there is a reasonable chance of the claimant succeeding.
<b>“Purchase Price”</b>	has the meaning given to it in Clause 3.1 hereof.
<b>“Purchaser’s Warranties”</b>	has the meaning given to it in Clause 5.1 hereof.
<b>“Registration”</b>	has the meaning given to it in Clause 3.3 hereof.
<b>“Registration Date”</b>	has the meaning given to it in Clause 3.3 hereof.
<b>“Related Claimants”</b>	means claimants and/or defendants in respect of the Pending Claims who are (i) Affiliates or (ii) acting in concert in order to achieve the same goal.
<b>“Seller’s Bank Account”</b>	means the current account of the Seller No. (IBAN): SK81 1100 0000 0026 2976 3039, BIC TATRSKBX, denominated in EUR.
<b>“Seller’s Warranties”</b>	has the meaning given to it in Clause 4.1 hereof.
<b>“Statement”</b>	statement summarizing all of the land parcels comprising the Land to which the titles may be negatively affected and the respective Pending Claims as of 1 November 2017, and fully replacing the statement(s) which shall have been presented to the Purchaser under Clauses 2.1(b) and 3.4(b)(v) of the Agreement on Future Agreements.
<b>“Third Party Claim”</b>	has the meaning given to it in Clause 4.7 hereof.
<b>“Third Party Claim Threshold”</b>	means the amount to be agreed by the Seller and the Purchaser.
<b>“VAT”</b>	means the value added tax within the meaning of Act No. 222/2004 Coll., on value added tax, as amended.

## 1.2 Terms Not Defined Herein and Interpretation

- (a) All capitalized terms used in this Agreement (including in the recitals) have the same meaning in this Agreement as given to them, in the order of preference, in the Agreement on Future Agreements and the Investment Agreement, unless expressly defined otherwise in this Agreement.
- (b) The Parties hereby declare that they have got sufficiently acquainted with the Investment Agreement and the Agreement on Future Agreements, including specifically the relevant provisions of the Investment Agreement and the Agreement

on Future Agreements referred to in this Agreement, and agree with references to the Investment Agreement and the Agreement on Future Agreements contained in this Agreement.

- (c) Unless provided otherwise in this Agreement, the provisions of Clause 2 of Schedule 1 (*Interpretation*) of the Investment Agreement shall apply to this Agreement as if such provisions were included in this Agreement save that any references to the Investment Agreement in such provisions shall be construed as references to this Agreement.

## **2. Subject Matter of Agreement**

- 2.1** Subject to the terms and conditions set forth in this Agreement, the Seller sells the Land into the sole ownership of the Purchaser, and the Purchaser purchases the Land from the Seller for the Purchase Price. For the avoidance of doubts, the Seller sells and the Purchaser purchases each land plot of the Land separately and independently on the other land plots of the Land for the portion of the Purchase Price attributable to respective land plot according to its area, as specified in Schedule 2, which forms an integral part hereof.
- 2.2** The Purchaser agrees to pay to the Seller the Purchase Price for the Land in accordance with Clause 3 hereof. The Parties hereby agree that the Purchase Price is final.
- 2.3** Together with this Agreement, the Seller and the Purchaser shall sign the Petition for Registration.

## **3. Purchase Price and Escrow Account Arrangements**

- 3.1** The total purchase price for all land plots comprising the Land has been set in the amount of EUR 29,317,935.67 (in words: twenty-nine million three hundred and seventeen thousand nine hundred and thirty-five euros and sixty-seven cents) plus 20% VAT, i.e. the final purchase price including the VAT amounts to **EUR 35,181,522.80** (in words: thirty-five million one hundred and eighty-one thousand five hundred and twenty-two euros and eighty cents) (the “**Purchase Price**”). The Purchase Price derives from the average price per 1 m<sup>2</sup> of the Land that has been set in the amount of EUR 15.83 (in words: fifteen euros and eighty-three cents) (VAT exclusive) and the purchase prices for the individual land plots comprising the Land are specified in Schedule 2, which forms an integral part hereof.
- 3.2** The Purchase Price has been set as the average of the values determined by the Expert Opinions as agreed by the Parties in the Investment Agreement and the Agreement on Future Agreements.
- 3.3** The Parties hereby agree that the Purchase Price shall be paid by, or on behalf of, the Purchaser within 15 (fifteen) days from the day on which the decision of the Cadastral Office that the Purchaser has been registered as sole owner of the Land becomes legally effective (the “**Registration**” and the “**Registration Date**”).
- 3.4** The Purchase Price shall be paid to the Seller’s Bank Account.
- 3.5** Together with this Agreement and on the same day, the Seller, the Purchaser and the Escrow Agent shall execute the Escrow Agreement.
- 3.6** Within 5 (five) Business Days of the crediting of the Purchase Price in the Seller’s Bank Account, the Seller shall deposit the amount of EUR 15,000,000 (the “**Escrow Amount**”) in the Escrow Account as a deposit securing the due fulfillment of the Seller’s obligation to satisfy any and all of the Purchaser’s Claims related to the Third Party Claims under the terms of this Agreement. The Purchaser is entitled to draw down the Escrow Amount to satisfy any

and all of its Claims related to the Third Party Claims in the manner described in Clause 3.11(a) below and subject to the following conditions:

- (a) a Detrimental Decision is issued with respect to the Third Party Claim (to which the Claim refers);
- (b) the Purchaser has made request that the Seller resolves the Third Party Claim, while with respect to the Third Party Claim to which the Seller grants a waiver under Clause 3.9, it is deemed that the Purchaser is making such request by receiving the waiver from the Seller; and
- (c) the Third Party Claim is not fully and finally resolved by the Seller to the satisfaction of the Purchaser within 30 (thirty) days of the Purchaser's request to the Seller, or within 7 (seven) days of the Purchaser's request to the Seller in the event that the Third Party Claim has a material adverse effect on the Purchaser's operation of the Project on the Land.

If a Detrimental Decision issued with respect to a Third Party Claim is similar in terms of its factual and legal merits to another Third Party Claim which was previously rejected or otherwise dismissed by a court decision, the Purchaser shall act reasonably and in good faith to determine the best requested remedy under this Agreement; in particular, the Purchaser shall reasonably consider whether defending against the Third Party Claim as envisaged in Clause 4.7 is more appropriate and efficient.

- 3.7** The Parties hereby agree that in case there is a claimant (or a group of Related Claimants) who has more than one Pending Claim, fulfilment of the draw down condition stated in Clause 3.6(a) hereof with respect to one Pending Claim of such claimant (or group of Related Claimants) shall be deemed fulfilment of the respective draw down condition with respect to all of the Pending Claims of such claimant (or group of Related Claimants). This rule shall apply *mutatis mutandis* to the procedures under Clauses 3.8 to 3.10 hereof.
- 3.8** The Purchaser may ask the Seller to waive a fulfillment of the draw down condition stated in Clause 3.6(a) hereof with respect to any Third Party Claim. Upon such request made by the Purchaser, the Seller and the Purchaser shall discuss, acting reasonably and in good faith, such Third Party Claim, in particular the merits of the respective Third Party Claim and the potential impact on the Purchaser's reputation and on the Purchaser's operation of the Project on the Land in case the respective Third Party Claim results in a Detrimental Decision.
- 3.9** Following the discussions under Clause 3.8, the Seller may waive the draw down condition stated in Clause 3.6(a) hereof with respect to the Third Party Claim in writing; the Seller shall act reasonably and in good faith when deciding on granting of the waiver.
- 3.10** If the Seller does not waive the draw down condition stated in Clause 3.6(a) hereof with respect to the Third Party Claim in question within four (4) weeks of the Purchaser's request, the Purchaser may appoint an independent legal expert to opine on the matter (the "**Legal Expert**") on the following terms:
  - (a) The Purchaser can select the Legal Expert from the first five international law firms listed in The Legal 500 law firms ranking for the real estate sector in Slovakia that have offices in both the United Kingdom and Slovakia as at the date of such appointment (excluding CMS and White & Case and their affiliated entities).
  - (b) The Purchaser shall instruct the Legal Expert to assess the respective Third Party Claim and provide an assessment to the Parties as to whether in its opinion a success of the claimant under the Third Party Claim is Probable.
  - (c) If under the Legal Expert's assessment:

- (i) a success of the claimant under the Third Party Claim is Probable, and if at the same time the claimant's success under the Third Party Claim would in the opinion of the Purchaser acting reasonably constitute a Detrimental Decision, the draw down condition stated in Clause 3.6(a) hereof shall be deemed waived by the Seller with respect to such Third Party Claim, and the Purchaser may, after fulfilling the conditions stated in Clauses 3.6(b) and 3.6(c) hereof, draw down the Escrow Amount to satisfy its Claim related to the respective Third Party Claim;
- (ii) a success of the claimant under the Third Party Claim is Probable, and if at the same time the claimant's success under the Third Party Claim would in the opinion of the Purchaser acting reasonably not constitute a Detrimental Decision, the draw down condition stated in Clause 3.6(a) (along with other conditions under Clause 3.6) must be fulfilled before the Purchaser can draw down the Escrow Amount to satisfy its Claim related to the respective Third Party Claim;
- (iii) a success of the claimant under the Third Party Claim, which is the Pending Claim, is not Probable, and if at the same time the claimant's failure to succeed under the Third Party Claim would in the opinion of the Purchaser acting reasonably constitute a Detrimental Decision, the draw down condition stated in Clause 3.6(a) hereof shall be deemed waived by the Seller with respect to such Third Party Claim, and the Purchaser may, after fulfilling the conditions stated in Clauses 3.6(b) and 3.6(c) hereof, draw down the Escrow Amount to satisfy its Claim related to the respective Third Party Claim;
- (iv) a success of the claimant under the Third Party Claim, which is the Pending Claim, is not Probable, and if at the same time the claimant's failure to succeed under the Third Party Claim would in the opinion of the Purchaser acting reasonably not constitute a Detrimental Decision, the draw down condition stated in Clause 3.6(a) (along with other conditions under Clause 3.6) must be fulfilled before the Purchaser can draw down the Escrow Amount to satisfy its Claim related to the respective Third Party Claim.

**3.11** Under the terms of the Escrow Agreement, the Escrow Agent shall release the Escrow Amount (or a part of it) from the Escrow Account as follows:

- (a) If the Escrow Agent receives an instruction signed by the Purchaser (signature(s) being officially verified) including (i) a statement that the Purchaser has a Claim towards the Seller related to a Third Party Claim, and (ii) the amount of such Claim, the Escrow Agent shall release the amount of such Claim (up to the amount of the Escrow Amount) to the Purchaser; if the Purchaser requests that the Escrow Agent releases the amount of the Claim (up to the amount of the Escrow Amount) to a third party or parties identified by the Purchaser in the instruction, the instruction must also be signed by the Seller (signature(s) being officially verified); the Seller shall not unreasonably withhold or delay its signing of such instruction;
- (b) If the Escrow Agent receives an instruction signed by the Purchaser and the Seller (signatures being officially verified) including a statement that there are no existing Third Party Claims with respect to the Land, the Escrow Agent shall release the outstanding balance of the Escrow Amount on the Escrow Account to the Seller;
- (c) Upon instruction signed by the Purchaser and the Seller (signatures being officially verified) the Escrow Agent shall release the part of the Escrow Amount as indicated in the instruction to the Seller; the Purchaser shall sign such instruction provided that the Parties agree, acting reasonably, that the volume of Third Party Claims with respect to the Land has decreased and the balance of the Escrow Amount on the



Escrow Account after the respective release to the Seller would be sufficient enough to cover the probable amount of the outstanding Third Party Claims;

- (d) On the date of expiry of the Escrow Period (subject to extension under Clause 3.12), the Escrow Agent shall release the outstanding balance of the Escrow Amount on the Escrow Account to the Seller;
- (e) The Escrow Agent shall deduct the Escrow Agent's one-off fee for maintaining the Escrow Account in the amount set out in the Escrow Agreement from the Escrow Amount.

- 3.12** If the Third Party Claims have not been fully settled or resolved six (6) months prior to the expiry of the Escrow Period, the Purchaser and the Seller shall agree, acting reasonably, on a prolongation of the Escrow Period and in such a case they shall send an Escrow Period Extension Notice to the Escrow Agent. Upon the Escrow Agent's receipt of the Escrow Period Extension Notice, the Escrow Period shall be extended by the period stated in the Escrow Period Extension Notice. If at the same time the Parties agree, acting reasonably, that the balance of the Escrow Amount on the Escrow Account significantly exceeds the probable amount of the outstanding Third Party Claims, the Purchaser and the Seller shall agree on release of the part of the Escrow Amount comprising such excess to the Seller and in such a case they shall send, together with the Escrow Period Extension Notice, an instruction to the Escrow Agent under Clause 3.11(c).
- 3.13** The Purchaser is entitled to serve an instruction under Clause 3.11(a) anytime during the Escrow Period subject to the conditions under this Agreement. The Purchaser shall be liable for any breach of this obligation to the Seller. Any release of the Escrow Amount from the Escrow Account under Clause 3.11(a) shall be deemed a payment towards a Claim by the Seller to the Purchaser.
- 3.14** Without prejudice to Clause 3.13, the Purchaser shall be obliged to sign the instruction under Clause 3.11(a) without undue delay after the Purchaser receives the Seller's written request to release part of the Escrow Amount to settle the Third Party Claims, provided that the Purchaser, acting reasonably, considers such settlement satisfactory. The amount of the Claim in the instruction under Clause 3.11(a) shall be as requested in the Seller's written request.
- 3.15** The Purchaser shall sign the instruction under Clause 3.11(b) without undue delay after the Third Party Claims have been settled or resolved to the satisfaction of the Purchaser, acting reasonably.
- 3.16** The Parties acknowledge that the Escrow Amount and the payments from the Escrow Account are meant to be an additional security for the Purchaser under this Agreement and do not in any way limit or prejudice the Purchaser's right to claim Losses or any other of its rights which exceed the payments from the Escrow Amount. In the event that the Escrow Amount is not sufficient to satisfy all of the Claims related to the Third Party Claims, the Purchaser's rights to the outstanding claims hereunder are unaffected.

#### 4. Seller's Warranties

4.1 The Seller undertakes to ensure that and represents and warrants to the Purchaser that the representations and warranties set out in Schedule 1 (the "**Seller's Warranties**") are true, correct and accurate at the date hereof.

4.2 Each of the Seller's Warranties set out in this Agreement shall be separate and independent and shall not be limited by reference to any other representation or warranty.

#### 4.3 Purchaser's Remedies

(a) In the event that any of the Seller's Warranties is breached, or found to be untrue, incorrect or inaccurate or the Seller breaches any other obligation under this Agreement (each such occurrence the "**Breach**") or if a Third Party Claim occurs, then the Seller undertakes, upon the Purchaser's request and without affecting other remedies available to the Purchaser under this Agreement, to:

- (i) remedy the Breach within a reasonable period of time granted by the Purchaser or resolve the Third Party Claim (which may result in a Detrimental Decision) in the period under Clause 3.6(c); and/or
- (ii) compensate the Purchaser for any and all Losses (unless otherwise provided in the Investment Agreement), including the amounts of settlement of Third Party Claims made by the Purchaser under Clause 4.7(g)(iii) or (subject to consent of the Seller) under Clause 4.7(g)(iv); and/or
- (iii) indemnify and hold harmless the Purchaser with respect to Third Party Claims as provided in Clause 4.7 and compensate all reasonable costs, charges and expenses incurred by the Purchaser in conducting defence against any Third Party Claim,

(each a "**Claim**").

4.4 The Parties hereby agree that in case the Purchaser's ownership title to any of the land plots comprising the Land is challenged or if there is a Breach of the Seller's Warranties in Clause 2 (a) to (c) of Schedule 1, the Seller shall primarily exert its best efforts to remedy the Breach (and in particular, to obtain good title to all land plots comprising the Land) as soon as possible and at no additional costs to the Purchaser.

4.5 For avoidance of doubt, the Parties hereby agree that (i) the Purchaser is entitled to have more than one Claim in respect of the same Breach, but, at the same time, (ii) the Purchaser is not entitled to obtain recovery under paragraphs (i) to (iii) of Clause 4.3(a) more than once in respect of the same Breach (*no double recovery*).

4.6 The Purchaser shall, as soon as practicable after discovery of a Breach by the Purchaser, give a notice to the Seller of the Breach. For avoidance of doubt, breach of this obligation by the Purchaser shall not constitute any limitation of Purchaser's right related to the respective Breach, all such rights shall be preserved, and the Purchaser shall not be prevented from making the Claim any time later on.

4.7 The following provisions regulate the liability of the Seller for any third party claim addressed to the Purchaser which (i) arises from events that took place before the Execution Date (including, for avoidance of doubts, any Pending Claims); and (ii) may result in the Seller's liability under this Agreement; and (iii) relates to the Land or the transaction contemplated herein (the "**Third Party Claim**") upon Purchaser's request and without affecting other remedies available to the Purchaser under this Agreement:

- (a) If the Purchaser becomes aware of any matter falling within the scope of this Clause 4.7, the Purchaser shall give the Seller written notice of such matter. The above notice shall (i) provide the basis on which indemnification is being asserted; (ii) set forth the actual or estimated amount of the Losses, if known; and (iii) be accompanied by copies of the most relevant documents which are in the possession of the Purchaser. For the purposes of this Clause 4.7, the Seller acknowledges any and all matters included in the Statement, or notified under Clause 4.9(b), to the extent they constitute the Third Party Claim and the Purchaser's notification duty under this Clause 4.7(a) shall be deemed satisfied.
- (b) The Seller shall, if so requested by the Purchaser, take over the defence against the Third Party Claim as early as necessary, but in no event later than within 20 (twenty) Business Days of the Seller's receipt of the notice from the Purchaser containing all the information under Clause 4.7(a) and the request of the Purchaser.
- (c) Following a request made under Clause 4.7(b) hereof, the Seller shall defend such Third Party Claim at its own expense and with the help of reputable counsel chosen by it and approved by the Purchaser. The Purchaser will be entitled to co-operate with the Seller and counsel for the Seller in the defence against any such Third Party Claim, and the Purchaser will have an unlimited right to participate in the defence of any such Third Party Claim. If the Seller does not take over the defence of the Third Party Claim, this will be considered as the Breach and the Purchaser will be entitled to any and all remedies stated in Clause 4.3 hereof. The Purchaser may, anytime and solely at its own discretion, withdraw its authorization to the Seller to defend the Third Party Claim; the Seller's liability shall remain unaffected.
- (d) The Seller shall report to the Purchaser on a monthly basis and in the level of detail satisfactory for the Purchaser, on the progress of the Seller's defence of the Third Party Claims.
- (e) If a Third Party Claim occurs, the Seller shall be liable for the related Purchaser's Claim hereunder irrespective to the outcome of the Third Party Claim.
- (f) For avoidance of any doubt, if the Seller does not acknowledge or refuses its liability under the Third Party Claim, which has been successfully enforced against the Purchaser despite being defended by the Seller pursuant to this Clause 4.7, the Purchaser is still entitled to raise a Claim under Clause 4.3.
- (g) The following provisions shall further apply to defence of the Third Party Claim:
  - (i) provided that the Purchaser chooses to defend the Third Party Claim, the Purchaser shall enable the Seller to join, exclusively at the Seller's own expense, in defence of the Third Party Claim as a co-defendant or as an additional participant to the extent legally feasible; and
  - (ii) the Seller shall not admit liability in respect of, or compromise or settle, the matter without the prior written consent of the Purchaser; the Purchaser may withhold its consent (in particular) as long as the Seller does not provide the Purchaser with sufficient monies to pay off its liability so admitted, compromised or settled; and
  - (iii) the Purchaser is entitled to compromise or settle the matter without the prior written consent of the Seller if (x) the Purchaser's Claim against the Seller does not exceed the Third Party Claim Threshold (calculated on aggregate basis with all Purchaser's Claims regarding matters which were compromised or settled by the Purchaser without the prior written consent of the Seller), (y) the conditions under Clauses 3.6(a) to 3.6(c) are met or waived (or deemed to

be waived) by the Seller, and (z) the settlement fully discharges the Seller from future liability towards the claimant in relation to the Third Party Claim and includes no reference to the admission of fault or liability of the Seller; and

- (iv) if the conditions under (x), (y) and (z) of the previous Clause 4.7(g)(iii) are not met, the Purchaser shall not compromise or settle the matter without the prior written consent of the Seller, otherwise, the Seller shall be deemed discharged of liability in relation to the Third Party Claim.

#### 4.8 Time Limits for Claims and Third Party Claims

- (a) For any and all Claims and Third Party Claims with respect to Breach of Seller's Warranty pursuant Clause 2(a) and Clause 2(b) of Schedule 1, the Seller shall be liable until expiry of 20 (twenty) years after the Registration Date.
- (b) For any and all Claims and Third Party Claims with respect to any other Breach than the Breach provided in previous Clause 4.8(a), the Seller shall be liable until expiry of 10 (ten) years after the Registration Date.

#### 4.9 Pending Claims

- (a) Without prejudice to the foregoing, the Seller and the Purchaser acknowledge that there exist certain claims of third parties which may negatively affect the Purchaser's title to the Land (the "**Pending Claims**") whereas some of the Pending Claims may be also registered on the title deeds attached hereto as Schedule 4. The Seller, to its best knowledge, confirms that all of the Pending Claims are summarised in detail in the Statement.
- (b) In case it turns out that there are Pending Claims, which are not summarized in the Statement, or if new claims arise, which are similar to the Pending Claims summarized in the Statement in terms of their factual and legal merits and which are pursued by the same subjects as the Pending Claims summarized in the Statement or by the Related Claimants, the Seller shall immediately inform the Purchaser of such claims and such claims shall also be considered the Pending Claims for the purposes of this Agreement.
- (c) The Seller shall make its best effort to resolve the Pending Claims as soon as possible. Without prejudice to the foregoing, the Pending Claims form a part of the Third Party Claims (even though they are not addressed to the Purchaser) and the Seller is liable for the Pending Claims in the same way and to the same extent as it is liable for the other Third Party Claims.
- (d) For the avoidance of doubts, the Parties hereby confirm that the Statement and/or anything contained therein shall under no circumstances limit the Seller's liability for a Breach or a Third Party Claim (or in particular the Pending Claims). The Parties further confirm that the title deeds attached hereto as Schedule 4 are attached to this Agreement for purposes of the Cadastral Register to show that the Purchaser is purchasing the Land with the knowledge of all information regarding the Land as included in such title deeds, but such knowledge shall under no circumstances limit the Seller's liability for a Breach or a Third Party Claim (or in particular the Pending Claims).

## **5. Purchaser's Warranties**

**5.1** The Purchaser undertakes to ensure that and represents and warrants to the Seller that the following representations and warranties (the “**Purchaser's Warranties**”) are true and accurate at the date hereof:

- (a) the Purchaser has been duly established, incorporated and validly exists under the laws of the Slovak Republic and is entered into the Slovak Commercial Register;
- (b) the Purchaser has the legal right and full power and authority to enter into and perform this Agreement and the Agreement on Future Agreements and to execute any other documents to be executed by it pursuant to or in connection with this Agreement and to perform its obligations hereunder;
- (c) to the best knowledge of the Purchaser, the execution and performance of this Agreement and any other documents contemplated herein will not be to the detriment of any of the Purchaser's creditors nor make impossible the satisfaction in whole or in part of a creditor's claim towards the Purchaser;
- (d) all corporate authorisations and approvals necessary for the entry into this Agreement by the Purchaser have been obtained and are in full force and effect;
- (e) no bankruptcy, restructuring or similar insolvency proceedings are threatened, pending or have been initiated against the Purchaser and to the best knowledge of the Purchaser there are no grounds for any such proceedings to be initiated; the Purchaser has not been in a financial standing that would cause its inability to pay all of its liabilities arising hereof;
- (f) no liquidator, trustee, administrator, or similar official has been appointed in respect of the whole or any part of the asset of the Purchaser;
- (g) the persons executing this Agreement on behalf of the Purchaser are duly authorized to validly act on behalf of the Purchaser and to legally bind it regarding all rights and obligations resulting from this Agreement;
- (h) there are no actions, suits or proceedings pending or, to its knowledge, threatened, involving the Purchaser or its business, before any governmental authority, arbitration court or any similar authority which could have the effect of preventing, materially delaying or otherwise materially interfering with the transactions contemplated by this Agreement;
- (i) this Agreement constitutes a legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms;
- (j) neither the entry into this Agreement nor the consummation or performance by the Purchaser of any of the obligations or transactions contemplated herein will contravene, conflict with, or result in a violation of any provision of the Purchaser's constitutional documents or law; and
- (k) the Purchaser disposes with sufficient funds for payment of the Purchase Price under the conditions of this Agreement.

**5.2** Each of the Purchaser's Warranties set out in this Agreement shall be separate and independent and shall not be limited by reference to any other representation or warranty.

- 5.3** The Parties hereby agree that Clauses 4.3 to 4.7 shall apply *mutatis mutandis* to the breach of any of the Purchaser's Warranties or its other obligations under this Agreement.

## **6. Covenants**

### **6.1 Covenants of the Seller**

From the Execution Date until the Registration Date, the Seller undertakes:

- (a) not to alienate the Land or any of its part other than by sale under this Agreement;
- (b) not to create any Encumbrance with respect to the Land or any of its part;
- (c) to inform the Purchaser immediately of any and all material matters affecting the Land or any of its part;
- (d) to take all reasonable and lawful steps to provide all Required Cooperation to the Purchaser in order to effect the accelerated registration of transfer of the title to the Land contemplated by this Agreement; and
- (e) to inform the Purchaser, without undue delay, of any fact of which it becomes aware that causes any of the Seller's Warranties to become untrue, incorrect or inaccurate.

### **6.2 Covenants of Purchaser**

From the Execution Date until the Registration Date, the Purchaser undertakes:

- (a) to take all reasonable and lawful steps to provide all Required Cooperation to the Seller in order to effect the accelerated registration of transfer of the title to the Land contemplated by this Agreement;
- (b) to inform the Seller, without undue delay, of any fact of which it becomes aware that causes any of the Purchaser's Warranties to become untrue, incorrect or inaccurate.

## **7. Post-Registration Covenants**

- (a) In case this Agreement was executed pursuant to Clause 3.4(c) of the Agreement on Future Agreements due to Future Purchaser Waiver Notice, from the Registration Date any and all of the Seller's non-performed liabilities under the Agreement on Future Agreements shall be deemed transformed to the obligation of the Seller to provide any and all reasonable assistance to the Purchaser in relation to performance of the Seller's non-performed liabilities (the "**Post-Registration Obligation**").
- (b) The Purchaser shall provide the Seller with all necessary co-operation, authorisation or documents in relation to the fulfilment of the Post-Registration Obligation.
- (c) The Seller shall provide the Required Cooperation in relation to the land reorganisation and take actions (if not already taken) specified in Clause 4.5(a) of the Investment Agreement.

## **8. Acquisition of Title to the Land**

### **8.1 Entry into Cadastral Register**

The Purchaser shall acquire title to the Land as of the Registration Date.

## **8.2 Petition for Registration**

- (a) The Seller undertakes to file a petition for the registration of title to the Land for the benefit of the Purchaser (the “**Petition for Registration**”) no later than within 5 (five) Business Days after the Execution Date. The Seller undertakes to deliver to the Purchaser, without undue delay after filing of the Petition for Registration, a copy of the Petition for Registration with the stamp of the Cadastral Office confirming the filing of the Petition for Registration.
- (b) Any and all costs related to the registration of the title to the Land in favour of the Purchaser shall be borne by the Purchaser, whereas the Parties have also agreed that they will request the Cadastral Office for an accelerated Registration.
- (c) In case the Cadastral Office rejects the Petition for Registration, the Parties shall use their best efforts and provide the Required Cooperation to remedy the defects of the Petition for Registration or this Agreement and re-file the Petition for Registration until the title to the Land in favour of the Purchaser is duly entered in the Cadastral Register (all this in accordance with Clause 10 hereof).

## **8.3 Power of Attorney**

If necessary for successful Registration, the Purchaser may grant a Power of Attorney to the Seller to represent the Purchaser before the Cadastral Office with respect to the Registration. The Seller undertakes, if such Power of Attorney is granted, to act under the Power of Attorney only upon the Purchaser’s prior written instructions, with such instructions being granted, at the sole discretion of the Purchaser, for each action of the Seller.

# **9. Handover of Land, Transfer of Risk, Handover of Documents**

## **9.1 Delivery and Acceptance of the Land**

The Seller and the Purchaser agree that the Land shall be handed over to the Purchaser within 5 (five) Business Days after the Registration Date (the “**Handover Date**”).

## **9.2 Transfer of Risk**

Unless otherwise expressly stated in this Agreement, the risk of accidental loss or destruction and accidental deterioration of the Land shall pass from the Seller to the Purchaser on the Handover Date.

## **9.3 Liability for Works on the Land**

- (a) The Seller shall be liable for any damage on the Land or otherwise caused to the Purchaser by the Site Remediation Works.
- (b) Notwithstanding anything contrary herein, the Seller shall bear the risk of accidental loss or destruction and accidental deterioration of the Land occurring in relation to or as a result of the Site Remediation Works, whether such works are performed before or after the Purchaser becomes the owner of the Land. For the avoidance of doubt, the Purchaser acknowledges that the Site Remediation Works may be performed also after the Purchaser becomes the owner of the Land; for this purpose, the Purchaser shall provide the Seller, Contractor or any other person engaged by them with respect to the performance of Site Remediation Works with the Required Cooperation and access to the Site, to the extent the Site Remediation Works are carried out in compliance with the respective contract for such works, such as the Construction Contract.

#### **9.4 Handover of Documents**

- (a) On the Handover Date, the Seller shall hand over to the Purchaser originals or copies of all documents outlined in Schedule 3 which are available to the Seller as of the Handover Date acting as a prudent owner (the “**Handover Documents**”).
- (b) Where the Seller provides only copies and not originals of the Handover Documents, the Seller shall, on the Purchaser’s costs, provide certified copies upon the Purchaser’s reasonable request.

### **10. Invalidity of Agreement**

#### **10.1** In the event that:

- (a) this Agreement is declared invalid, insufficient or unsuitable for the registration of the ownership title to the respective Land; or
- (b) despite re-filing of the Petition for Registration pursuant to Clause 8.2(c) the registration of the Purchaser's ownership title to any Land is ultimately refused (i.e. after filing of an appropriate appeal or suit) by the Cadastral Office or any other relevant public authority or body;

then each Party undertakes to co-operate in good faith with the other Party and enter into a new purchase agreement (or an amendment to this Agreement) which shall in all material respects correspond to the wording of the invalid, unsuitable or unregistrable Agreement, but such that remedies any defects leading to the invalidity, unsuitability or refusal by the Cadastral Office to register the transaction under this Agreement. Each Party shall enter into the new purchase agreement (or an amendment to this Agreement) within 3 (three) Business Days after receiving written notice from the other Party.

### **11. Termination of Agreement**

**11.1** The Parties shall be entitled to terminate this Agreement only for the reasons expressly stated in this Agreement. Neither Party shall be entitled to rescind, withdraw from, terminate or otherwise unilaterally end this Agreement on its side, except as provided for in this Clause 11 and therefore, the application of any and all statutory provision on withdrawal and/or termination shall be excluded (to the extent permissible by Slovak law) and these provisions shall not apply to this Agreement.

**11.2** The Purchaser may terminate this Agreement with effect as of the receipt by the Seller of a written notice of termination:

- (a) if the Purchaser’s ownership title to the Land or any of its part is not registered in the Cadastral Register within 6 (six) months after the Execution Date;
- (b) if the Purchaser’s ownership title to the Land or any of its part is registered in the Cadastral Register, but after such registration (i) the court issues a final and unappealable decision to the extent that the Purchaser is not the owner of the Land or any of its part due to the Breach or the reasons which are not on the part of the Purchaser (e.g. in case of the court proceeding initiated as a result that the expropriation proceedings under which the Seller acquired any part of the Land has been successfully challenged by a third party at the court) and (ii) such court decision has a material adverse effect on the realisation of the Project by the Purchaser; or
- (c) if the Investment Agreement is terminated with consequences that the Site is retained by and/or or returned to Slovakia (the Seller).



**11.3** The Seller may terminate this Agreement with effect as of the receipt by the Purchaser of a written notice of termination:

- (a) if the Purchaser's ownership title to the Land is not registered in the Cadastral Register within 6 (six) months after the Execution Date; or
- (b) if the Investment Agreement is terminated with consequences that the Site is retained by and/or returned to Slovakia (the Seller).

**11.4** The consequences of the termination under Clauses 11.2(c) and 11.3(b) are specified in Clause 13 of the Investment Agreement.

## **12. General Provisions**

### **12.1 Confidentiality**

The confidentiality undertakings provided in Clause 11 of the Investment Agreement shall apply *mutatis mutandis* to the Parties with respect to this Agreement.

### **12.2 Expenses and Costs**

The Parties shall bear their respective costs and expenses incurred in connection with the negotiation, execution and performance of this Agreement.

### **12.3 Notices and Other Communications**

- (a) Any notice or other formal communication given under this Agreement (which includes fax but not e-mail communication) must be in writing, in English (unless otherwise agreed) and may be delivered by hand, registered post, courier using and internationally recognised courier company or fax to the Party to be served at his/its address appearing in this Agreement as follows:

- (i) to the Seller at:

MH Invest, s.r.o.  
Mlynské nivy 44/A  
821 09 Bratislava  
Phone: +421 940 636 611  
Attention: Executive Director

- (ii) to the Purchaser at:

Jaguar Land Rover Slovakia s.r.o.  
Vysoká 2/B,  
811 06 Bratislava,  
Slovakia  
Phone: + 421 2 3233 3444  
Fax: + 421 2 3233 3443

Attention: Company Secretary and the Jaguar Land Rover Global Business  
Expansion Director

or to any other name, address or fax number provided by any of the Parties to the other Parties under this Clause.

- (b) Any notice or other communication shall be deemed to have been given:
  - (i) if delivered by hand, registered post, courier using an internationally recognised courier company, at the time of delivery; or

- (ii) if delivered by fax, on the date of transmission, if transmitted before 3 p.m. (local time at the place of destination) on any Business Day and in any other case on the Business Day following the date of transmission.

#### **12.4 Surviving Clauses**

If a Party terminates this Agreement or the Agreement is otherwise terminated, the matters set out in Clauses 10, 11 and 12 shall survive such termination of this Agreement indefinitely.

#### **12.5 No Waiver**

The failure of a Party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other Party of any of the provisions of this Agreement, shall in no way be interpreted as to be a present or future waiver of rights under this Agreement, nor in any way affect the ability of a Party to enforce each and every right under this Agreement.

#### **12.6 Amendments**

This Agreement may only be amended by a written amendment signed by both Parties.

#### **12.7 Exclusion of Application**

Without prejudice to any provision of this Agreement, the Parties agree that the application of any provision of Slovak law that is not of a strictly mandatory nature is expressly excluded to the extent that it could alter (fully or partially) the meaning, interpretation or purpose of any provision of this Agreement.

#### **12.8 Assignment and Benefit of the Agreement**

- (a) This Agreement is entered into for the benefit of the Seller and the Purchaser.
- (b) Upon obtaining Seller's prior written consent, which may not be unreasonably withheld, the Purchaser may assign any of its rights and obligations under this Agreement, in whole or in part, whether by operation of law or otherwise, to, or cause any of its obligations under this Agreement to be performed by its Affiliate.
- (c) Upon obtaining the Purchaser's prior written consent, which may not be unreasonably withheld, the Seller may assign any of its rights and obligations under this Agreement, in whole or in part, whether by operation of law or otherwise, to, or cause any of its obligations under this Agreement to be performed by its Affiliate.

#### **12.9 Further assurances**

The Parties shall, from time to time, as far as they are reasonably able, do or procure all things as may be required to give effect to this Agreement, including, without limitation, the execution of all documents, the arranging for the convening of all meetings, the giving of all necessary waivers and consents and the passing of all resolutions and otherwise exercising all powers and rights available to them.

#### **12.10 Unenforceability**

If any provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not invalidate the remaining provisions of this Agreement, except where the provisions cannot be severed from the rest of this Agreement due to the nature of the Agreement, its subject or the circumstances in which this Agreement was concluded. The Parties agree to do everything necessary to achieve the same results intended by any such invalid or unenforceable provisions.

#### **12.11 Binding Provisions**

All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assignees.

#### **12.12 Governing Law and Statutory Publishing Procedure**

- (a) The Agreement is governed by and shall be construed in accordance with the laws of the Slovak Republic.
- (b) Without undue delay after the Execution Date, the Seller shall publish this Agreement in the Central Register of Contracts (*Centrálny register zmlúv*).

#### **12.13 Dispute resolution**

Any dispute arising in connection with the fulfilment of commitments under the Agreement or in connection therewith shall be dealt in accordance with Clause 15 of the Investment Agreement.

#### **12.14 Languages and Number of Counterparts**

- (a) This Agreement is made in English and Slovak languages. In case of any discrepancy between the Slovak and English version of this Agreement, the Slovak version shall prevail.
- (b) The English language version has been executed in 6 (six) counterparts and each of the Parties shall receive 3 (three) counterparts. The Slovak language version of this Agreement has been executed in 6 (six) counterparts and each of the Parties shall receive 3 (three) counterparts.

#### **12.15 No Double Recovery**

None of the Parties to this Agreement and/or none of parties to the Agreement on Future Agreements and/or the Investment Agreement and/or no third party shall be entitled to recover damages or claim indemnity or otherwise obtain reimbursement or restitution more than once in respect of the same loss or matter.

#### **12.16 Schedules to Agreement**

All schedules to this Agreement form its integral part.

**IN WITNESS WHEREOF** this Agreement has been signed by the Parties (or their duly authorised representatives) in Bratislava on the date stated at the beginning of this Agreement.

*[SIGNATURES ON THE FOLLOWING PAGE]*

## **Signatures**

**For the Seller:**

**MH Invest, s.r.o.**

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Name: Ing. Roman Sabo  
Position: executive director

**For the Purchaser:**

**Jaguar Land Rover Slovakia s.r.o.**

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Name: Nicholas James Sampson  
Position: executive director

## **List of Schedules:**

Schedule 1 – Seller’s Warranties

Schedule 2 – Land

Schedule 3 – Handover Documents

Schedule 4 – Title Deeds

## **Schedule 1**

### **Seller's Warranties**

1. In relation to the Seller, there are the following Seller's Warranties:
  - (a) the Seller has been duly established, incorporated and validly exists under the laws of the Slovak Republic and is entered into the Slovak Commercial Register;
  - (b) the Seller has the legal right and full power and authority to enter into and perform this Agreement and the Agreement on Future Agreements and to execute any other documents to be executed by it pursuant to or in connection with this Agreement and to perform its obligations hereunder;
  - (c) to the best knowledge of the Seller, the execution and performance of this Agreement and any other documents contemplated herein will not be to the detriment of any of the Seller's creditors nor make impossible the satisfaction in whole or in part of a creditor's claim towards the Seller;
  - (d) all corporate authorisations and approvals necessary for the entry into this Agreement by the Seller have been obtained and are in full force and effect;
  - (e) no bankruptcy, restructuring or similar insolvency proceedings are threatened, pending or have been initiated against the Seller and to the best knowledge of the Seller there are no grounds for any such proceedings to be initiated; the Seller has not been in a financial standing that would cause its inability to pay all of its liabilities arising hereof;
  - (f) no liquidator, trustee, administrator, or similar official has been appointed in respect of the whole or any part of the asset of the Seller;
  - (g) the persons executing this Agreement on behalf of the Seller are duly authorized to validly act on behalf of the Seller and to legally bind it regarding all rights and obligations resulting from this Agreement;
  - (h) except for the claims summarized in the Statement there are no actions, suits or proceedings pending or, to its knowledge, threatened, involving the Seller or its business, before any governmental authority, arbitration court or any similar authority which could have the effect of preventing, materially delaying or otherwise materially interfering with the transactions contemplated by this Agreement;
  - (i) this Agreement constitutes a legal, valid and binding obligation of the Seller, enforceable against it in accordance with its terms; and
  - (j) neither the entry into this Agreement nor the consummation or performance by the Seller of any of the obligations or transactions contemplated herein will contravene, conflict with, or result in a violation of any provision of the Seller's constitutional documents or law.
2. In relation to the Land (and any part thereof), there are the following Seller's Warranties:
  - (a) the Seller is the sole and unrestricted owner of the Land, and has a free and unlimited right to dispose of the same;
  - (b) the Land is free and clear of any Encumbrance and any liabilities related thereto (except for the claims summarized in the Statement);
  - (c) the Statement is true, correct and not misleading in all material aspects at the date of its issuance;

- (d) all proceedings and procedural steps regarding the expropriation of any of the land plots comprising the Land have been done in accordance with the applicable laws and the expropriation proceedings, which have been initiated by the Seller in respect of certain land plots of the Land specified in Schedule 6, Part B, fifth sub-table of the Investment Agreement and were pending on 18 July 2016, have been completed and are final (in Slovak: *právoplatné*);
- (e) the Seller has not entered into any agreement with a third party (other than the Investment Agreement or an agreement with the Seller's Affiliate) under which the Seller (i) has disposed of the Land or any of its part or (ii) has undertaken or promised to dispose of the Land or any of its part in the future or (iii) provided an option to dispose of the Land or any of its part;
- (f) the Seller has not entered into any agreement with a third party under which the Seller (i) has established an Encumbrance over the Land or its part or (ii) has undertaken or promised to establish an Encumbrance in future over the Land or its part or (iii) provided an option to establish an Encumbrance over the Land or its part;
- (g) no person has the right (whether exercisable now or in the future and whether contingent or not) to call for the allotment, conversion, issue, sale or transfer of any share or any other security giving rise to a right over the Land or any of its part under any option or other agreement (including conversion rights and rights of pre-emption);
- (h) there are no structures on or under the Land or on or under any of its part save for those envisaged by the Investment Agreement and the transformer station located on the land plot No. 3075/2 in the cadastral area Lužianky and the well S-21 located on the land plot No. 1251/4 in the cadastral area Dražovce; the Land or any of its parts is not a part of any agricultural land protection fund;
- (i) the Land is eligible for the construction and industrial purposes intended by the Purchaser within the Project and to the best knowledge of the Seller there are no mines and/or bombs on or under the Land;
- (j) there are no financial liabilities or tax arrears of the Seller with regard to financial authorities and there is not ground for the financial authority which would give rise to the creation of a mortgage over the Land or any of its part;
- (k) there are no applicable penalties, fines, default interests levied pertaining to the Land or any of its part for any reason nor shall any such amounts be payable as a result of the transaction contemplated herein;
- (l) there is no Contamination on or under the Land or any of its part;
- (m) the status of the Land is in compliance with all Environmental Laws;
- (n) there are not any pending archaeological survey, archaeological findings or preservation requirements with respect to all or any part of the Land;
- (o) the Land or any of its parts is not a part of any protection zone;
- (p) to the best knowledge of the Seller, there is no deposit of rare metal or reservoir of natural resources (e.g. oil/coal/natural gas field, deep water etc.) on or under the Land or on or under any of its parts; and
- (q) the Seller has provided the Purchaser with all material information related to the land plots comprising the Land available to the Seller and Slovakia which would be in the

best judgment of the Seller important for the Purchaser in relation to acquisition of the Land and implementation of the Project on the Land.

3. In relation to money laundering and/or anti-corruption, there are following Seller's Warranties:
- (a) there has been no proceeding relating to: (i) any use by the Seller or any director or employee, or any person acting on behalf of any of them, of the Seller's funds for any contributions, payments, gifts or entertainment unlawful under Slovak law, (ii) the acceptance or receipt of any unlawful contributions, payments, gifts or expenditures by any director or employee of the Seller, or (iii) any violation by any of the foregoing of any law or regulation that relates to money laundering or to trade or financial sanctions against any other country;
  - (b) neither the Seller, nor, to the best knowledge of the Seller, any director or employee of the Seller or any its Affiliates, is in violation of any applicable anticorruption and money-laundering laws and regulations of the EU and/or Slovak Republic, which is material in the context of the sale of the Land under this Agreements.

## Schedule 2

### Land

Land means the following plots of land in the district of Nitra, as registered in the Cadastral Register administered by the Cadastral Office:

Parcel No.	Cadastral Area	Register	Type	Area (sqm)	Portion of Purchase Price (VAT exclusive) (EUR)	Deed of Title
520/245	Dražovce	C	other areas	6	94,98	3089
520/246	Dražovce	C	other areas	49	775,67	3089
520/247	Dražovce	C	other areas	106	1677,98	3089
520/248	Dražovce	C	other areas	318	5033,94	3089
520/249	Dražovce	C	other areas	394	6237,02	3089
520/250	Dražovce	C	other areas	397	6284,51	3089
520/251	Dražovce	C	other areas	917	14516,11	3089
520/252	Dražovce	C	other areas	1198	18964,34	3089
520/253	Dražovce	C	other areas	1508	23871,64	3089
520/254	Dražovce	C	other areas	237	3751,71	3089
520/255	Dražovce	C	other areas	170	2691,1	3089
520/256	Dražovce	C	other areas	152	2406,16	3089
520/257	Dražovce	C	other areas	206	3260,98	3089
520/258	Dražovce	C	other areas	395	6252,85	3089
520/259	Dražovce	C	other areas	460	7281,8	3089
520/260	Dražovce	C	other areas	76	1203,08	3089
520/261	Dražovce	C	other areas	580	9181,4	3089
520/535	Dražovce	C	other areas	1133	17935,39	4271
520/262	Dražovce	C	other areas	2379	37659,57	3089
520/263	Dražovce	C	other areas	905	14326,15	3089
520/264	Dražovce	C	other areas	905	14326,15	3089
520/265	Dražovce	C	other areas	1030	16304,9	3089
520/266	Dražovce	C	other areas	1137	17998,71	3089
520/267	Dražovce	C	other areas	7793	123363,19	3089
520/268	Dražovce	C	other areas	8601	136153,83	3089
520/269	Dražovce	C	other areas	1171	18536,93	3089
520/540	Dražovce	C	other areas	282	4464,06	4271
520/539	Dražovce	C	other areas	723	11445,09	4271
520/270	Dražovce	C	other areas	762	12062,46	3089
520/271	Dražovce	C	other areas	232	3672,56	3089
520/283	Dražovce	C	other areas	5	79,15	3089
520/273	Dražovce	C	other areas	204	3229,32	3089
520/282	Dražovce	C	other areas	127	2010,41	3089
520/272	Dražovce	C	other areas	658	10416,14	3089
520/274	Dražovce	C	other areas	712	11270,96	3089
520/275	Dražovce	C	other areas	245	3878,35	3089



Parcel No.	Cadastral Area	Register	Type	Area (sqm)	Portion of Purchase Price (VAT exclusive) (EUR)	Deed of Title
520/281	Dražovce	C	other areas	284	4495,72	3089
520/277	Dražovce	C	other areas	167	2643,61	3089
520/280	Dražovce	C	other areas	474	7503,42	3089
520/276	Dražovce	C	other areas	766	12125,78	3089
520/278	Dražovce	C	other areas	4926	77978,58	3089
520/279	Dražovce	C	other areas	1479	23412,57	3089
520/284	Dražovce	C	other areas	170	2691,1	3089
520/285	Dražovce	C	other areas	108	1709,64	3089
520/547	Dražovce	C	other areas	151	2390,33	4271
520/294	Dražovce	C	other areas	302	4780,66	3089
520/543	Dražovce	C	other areas	299	4733,17	4271
520/295	Dražovce	C	other areas	1342	21243,86	3089
520/544	Dražovce	C	other areas	1341	21228,03	4271
520/545	Dražovce	C	other areas	633	10020,39	4271
520/297	Dražovce	C	other areas	1201	19011,83	3089
520/546	Dražovce	C	other areas	133	2105,39	4271
520/296	Dražovce	C	other areas	263	4163,29	3089
520/550	Dražovce	C	other areas	73	1155,59	4271
520/286	Dražovce	C	other areas	176	2786,08	3089
520/287	Dražovce	C	other areas	143	2263,69	3089
520/298	Dražovce	C	other areas	1102	17444,66	3089
520/299	Dražovce	C	other areas	1108	17539,64	3089
520/288	Dražovce	C	other areas	149	2358,67	3089
520/289	Dražovce	C	other areas	769	12173,27	3089
520/300	Dražovce	C	other areas	2054	32514,82	3089
520/301	Dražovce	C	other areas	3378	53473,74	3089
520/302	Dražovce	C	other areas	5744	90927,52	3089
520/305	Dražovce	C	other areas	2870	45432,1	3089
520/303	Dražovce	C	other areas	2841	44973,03	3089
520/304	Dražovce	C	other areas	1421	22494,43	3089
520/290	Dražovce	C	other areas	1827	28921,41	3089
520/291	Dražovce	C	other areas	525	8310,75	3089
520/293	Dražovce	C	other areas	5	79,15	3089
520/306	Dražovce	C	other areas	545	8627,35	3089
520/307	Dražovce	C	other areas	145	2295,35	3089
520/308	Dražovce	C	other areas	128	2026,24	3089
520/309	Dražovce	C	other areas	60	949,8	3089
520/310	Dražovce	C	other areas	1216	19249,28	3089
520/311	Dražovce	C	other areas	561	8880,63	3089
520/312	Dražovce	C	other areas	626	9909,58	3089
520/313	Dražovce	C	other areas	5288	83709,04	3089

<b>Parcel No.</b>	<b>Cadastral Area</b>	<b>Register</b>	<b>Type</b>	<b>Area (sqm)</b>	<b>Portion of Purchase Price (VAT exclusive) (EUR)</b>	<b>Deed of Title</b>
520/314	Dražovce	C	other areas	2000	31660	3089
520/554	Dražovce	C	other areas	1645	26040,35	3089
520/555	Dražovce	C	other areas	1796	28430,68	3089
520/315	Dražovce	C	other areas	3304	52302,32	3089
520/316	Dražovce	C	other areas	837	13249,71	3089
520/317	Dražovce	C	other areas	1145	18125,35	3089
520/318	Dražovce	C	other areas	12194	193031,02	3089
520/319	Dražovce	C	other areas	632	10004,56	3089
520/320	Dražovce	C	other areas	1566	24789,78	3089
520/321	Dražovce	C	other areas	3865	61182,95	3089
520/323	Dražovce	C	other areas	1245	19708,35	3089
520/322	Dražovce	C	other areas	10	158,3	3089
520/324	Dražovce	C	other areas	17	269,11	3089
520/393	Dražovce	C	other areas	52	823,16	3089
520/394	Dražovce	C	other areas	731	11571,73	3089
520/560	Dražovce	C	other areas	539	8532,37	4271
520/562	Dražovce	C	other areas	9	142,47	4271
520/325	Dražovce	C	other areas	515	8152,45	3089
520/559	Dražovce	C	other areas	2682	42456,06	4271
520/326	Dražovce	C	other areas	2684	42487,72	3089
520/327	Dražovce	C	other areas	2515	39812,45	3089
520/328	Dražovce	C	other areas	1676	26531,08	3089
520/395	Dražovce	C	other areas	1156	18299,48	3089
520/412	Dražovce	C	other areas	11	174,13	3089
520/329	Dražovce	C	other areas	658	10416,14	3089
520/332	Dražovce	C	other areas	456	7218,48	3089
520/333	Dražovce	C	other areas	394	6237,02	3089
520/330	Dražovce	C	other areas	558	8833,14	3089
520/413	Dražovce	C	other areas	7	110,81	3089
520/414	Dražovce	C	other areas	7	110,81	3089
520/331	Dražovce	C	other areas	568	8991,44	3089
520/334	Dražovce	C	other areas	474	7503,42	3089
520/335	Dražovce	C	other areas	2867	45384,61	3089
520/336	Dražovce	C	other areas	2629	41617,07	3089
520/415	Dražovce	C	other areas	108	1709,64	3089
520/416	Dražovce	C	other areas	403	6379,49	3089
520/337	Dražovce	C	other areas	2856	45210,48	3089
520/338	Dražovce	C	other areas	2950	46698,5	3089
520/339	Dražovce	C	other areas	551	8722,33	3089
520/340	Dražovce	C	other areas	558	8833,14	3089
520/417	Dražovce	C	other areas	122	1931,26	3089

Parcel No.	Cadastral Area	Register	Type	Area (sqm)	Portion of Purchase Price (VAT exclusive) (EUR)	Deed of Title
520/418	Dražovce	C	other areas	144	2279,52	3089
520/341	Dražovce	C	other areas	705	11160,15	3089
520/342	Dražovce	C	other areas	748	11840,84	3089
520/343	Dražovce	C	other areas	672	10637,76	3089
520/344	Dražovce	C	other areas	741	11730,03	3089
520/419	Dražovce	C	other areas	230	3640,9	3089
520/565	Dražovce	C	other areas	446	7060,18	3089
520/564	Dražovce	C	other areas	1266	20040,78	3089
520/563	Dražovce	C	other areas	1200	18996	3089
520/345	Dražovce	C	other areas	1277	20214,91	3089
520/566	Dražovce	C	other areas	687	10875,21	3089
520/346	Dražovce	C	other areas	640	10131,2	3089
520/347	Dražovce	C	other areas	320	5065,6	3089
520/420	Dražovce	C	other areas	385	6094,55	3089
520/421	Dražovce	C	other areas	191	3023,53	3089
520/422	Dražovce	C	other areas	396	6268,68	3089
520/348	Dražovce	C	other areas	611	9672,13	3089
520/349	Dražovce	C	other areas	1081	17112,23	3089
520/350	Dražovce	C	other areas	418	6616,94	3089
520/351	Dražovce	C	other areas	101	1598,83	3089
520/352	Dražovce	C	other areas	338	5350,54	3089
520/423	Dražovce	C	other areas	219	3466,77	3089
520/424	Dražovce	C	other areas	327	5176,41	3089
520/353	Dražovce	C	other areas	1451	22969,33	3089
520/355	Dražovce	C	other areas	524	8294,92	3089
520/354	Dražovce	C	other areas	410	6490,3	3089
520/425	Dražovce	C	other areas	266	4210,78	3089
520/426	Dražovce	C	other areas	266	4210,78	3089
520/427	Dražovce	C	other areas	262	4147,46	3089
520/357	Dražovce	C	other areas	352	5572,16	3089
520/358	Dražovce	C	other areas	356	5635,48	3089
520/356	Dražovce	C	other areas	992	15703,36	3089
520/360	Dražovce	C	other areas	1399	22146,17	3089
520/359	Dražovce	C	other areas	1025	16225,75	3089
520/428	Dražovce	C	other areas	770	12189,1	3089
520/429	Dražovce	C	other areas	845	13376,35	3089
520/362	Dražovce	C	other areas	989	15655,87	3089
520/361	Dražovce	C	other areas	1418	22446,94	3089
520/364	Dražovce	C	other areas	1596	25264,68	3089
520/363	Dražovce	C	other areas	896	14183,68	3089
520/430	Dražovce	C	other areas	842	13328,86	3089

Parcel No.	Cadastral Area	Register	Type	Area (sqm)	Portion of Purchase Price (VAT exclusive) (EUR)	Deed of Title
520/431	Dražovce	C	other areas	245	3878,35	3089
520/432	Dražovce	C	other areas	245	3878,35	3089
520/367	Dražovce	C	other areas	255	4036,65	3089
520/368	Dražovce	C	other areas	255	4036,65	3089
520/365	Dražovce	C	other areas	431	6822,73	3089
520/366	Dražovce	C	other areas	446	7060,18	3089
520/369	Dražovce	C	other areas	12821	202956,43	3089
520/433	Dražovce	C	other areas	7572	119864,76	3089
520/434	Dražovce	C	other areas	633	10020,39	3089
520/435	Dražovce	C	other areas	633	10020,39	3089
520/436	Dražovce	C	other areas	1262	19977,46	3089
520/370	Dražovce	C	other areas	835	13218,05	3089
520/371	Dražovce	C	other areas	755	11951,65	3089
520/372	Dražovce	C	other areas	1511	23919,13	3089
520/373	Dražovce	C	other areas	1788	28304,04	3089
520/437	Dražovce	C	other areas	1651	26135,33	3089
520/438	Dražovce	C	other areas	2187	34620,21	3089
520/374	Dražovce	C	other areas	2374	37580,42	3089
520/375	Dražovce	C	other areas	834	13202,22	3089
520/439	Dražovce	C	other areas	773	12236,59	3089
520/440	Dražovce	C	other areas	360	5698,8	3089
520/441	Dražovce	C	other areas	360	5698,8	3089
520/376	Dražovce	C	other areas	345	5461,35	3089
520/377	Dražovce	C	other areas	347	5493,01	3089
520/378	Dražovce	C	other areas	861	13629,63	3089
520/442	Dražovce	C	other areas	900	14247	3089
520/443	Dražovce	C	other areas	1385	21924,55	3089
520/444	Dražovce	C	other areas	1388	21972,04	3089
520/379	Dražovce	C	other areas	828	13107,24	3089
520/380	Dražovce	C	other areas	853	13502,99	3089
520/381	Dražovce	C	other areas	771	12204,93	3089
520/567	Dražovce	C	other areas	791	12521,53	3089
520/445	Dražovce	C	other areas	1252	19819,16	3089
520/568	Dražovce	C	other areas	1252	19819,16	3089
520/446	Dražovce	C	other areas	1141	18062,03	3089
520/382	Dražovce	C	other areas	816	12917,28	3089
520/383	Dražovce	C	other areas	2048	32419,84	3089
520/447	Dražovce	C	other areas	3019	47790,77	3089
520/570	Dražovce	C	other areas	2949	46682,67	4271
520/569	Dražovce	C	other areas	1980	31343,4	4271
520/517	Dražovce	C	other areas	26	411,58	3089

Parcel No.	Cadastral Area	Register	Type	Area (sqm)	Portion of Purchase Price (VAT exclusive) (EUR)	Deed of Title
520/384	Dražovce	C	other areas	1864	29507,12	3089
520/448	Dražovce	C	other areas	2864	45337,12	3089
520/449	Dražovce	C	other areas	2949	46682,67	3089
520/518	Dražovce	C	other areas	52	823,16	3089
520/385	Dražovce	C	other areas	1870	29602,1	3089
520/519	Dražovce	C	other areas	56	886,48	3089
520/386	Dražovce	C	other areas	1110	17571,3	3089
520/450	Dražovce	C	other areas	1682	26626,06	3089
520/451	Dražovce	C	other areas	824	13043,92	3089
520/452	Dražovce	C	other areas	824	13043,92	3089
520/387	Dražovce	C	other areas	524	8294,92	3089
520/388	Dražovce	C	other areas	532	8421,56	3089
520/520	Dražovce	C	other areas	31	490,73	3089
520/521	Dražovce	C	other areas	30	474,9	3089
520/522	Dražovce	C	other areas	410	6490,3	3089
520/389	Dražovce	C	other areas	3375	53426,25	3089
520/453	Dražovce	C	other areas	4915	77804,45	3089
520/574	Dražovce	C	other areas	824	13043,92	4271
520/607	Dražovce	C	other areas	90	1424,7	4271
520/571	Dražovce	C	other areas	453	7170,99	4271
520/608	Dražovce	C	other areas	99	1567,17	4271
520/572	Dražovce	C	other areas	457	7234,31	4271
520/575	Dražovce	C	other areas	784	12410,72	4271
520/576	Dražovce	C	other areas	705	11160,15	4271
520/573	Dražovce	C	other areas	501	7930,83	4271
520/523	Dražovce	C	other areas	151	2390,33	3089
520/390	Dražovce	C	other areas	800	12664	3089
520/391	Dražovce	C	other areas	591	9355,53	3089
520/526	Dražovce	C	other areas	388	6142,04	3089
520/524	Dražovce	C	other areas	283	4479,89	3089
520/525	Dražovce	C	other areas	340	5382,2	3089
520/454	Dražovce	C	other areas	1442	22826,86	3089
520/455	Dražovce	C	other areas	1220	19312,6	3089
520/456	Dražovce	C	other areas	655	10368,65	3089
746/147	Dražovce	C	other areas	24847	393328,01	3089
520/458	Dražovce	C	other areas	2627	41585,41	3089
746/146	Dražovce	C	other areas	629	9957,07	3089
746/145	Dražovce	C	other areas	1378	21813,74	3089
746/144	Dražovce	C	other areas	2446	38720,18	3089
746/143	Dražovce	C	other areas	2446	38720,18	3089
746/142	Dražovce	C	other areas	2154	34097,82	3089

Parcel No.	Cadastral Area	Register	Type	Area (sqm)	Portion of Purchase Price (VAT exclusive) (EUR)	Deed of Title
746/141	Dražovce	C	other areas	4017	63589,11	3089
746/140	Dražovce	C	other areas	1618	25612,94	3089
746/139	Dražovce	C	other areas	5526	87476,58	3089
746/138	Dražovce	C	other areas	4577	72453,91	3089
746/137	Dražovce	C	other areas	366	5793,78	3089
746/136	Dražovce	C	other areas	4513	71440,79	3089
746/113	Dražovce	C	other areas	4485	70997,55	3089
746/112	Dražovce	C	other areas	4187	66280,21	3089
746/111	Dražovce	C	other areas	2715	42978,45	3089
746/110	Dražovce	C	other areas	2403	38039,49	3089
746/109	Dražovce	C	other areas	2104	33306,32	3089
746/108	Dražovce	C	other areas	1162	18394,46	3089
746/107	Dražovce	C	other areas	932	14753,56	3089
746/106	Dražovce	C	other areas	3597	56940,51	3089
746/104	Dražovce	C	other areas	1360	21528,8	3089
746/105	Dražovce	C	other areas	2352	37232,16	3089
520/529	Dražovce	C	other areas	86	1361,38	3089
520/528	Dražovce	C	other areas	94	1488,02	3089
746/102	Dražovce	C	other areas	3949	62512,67	3089
746/103	Dražovce	C	other areas	1806	28588,98	3089
746/101	Dražovce	C	other areas	406	6426,98	3089
746/100	Dražovce	C	other areas	403	6379,49	3089
746/99	Dražovce	C	other areas	9599	151952,17	3089
746/98	Dražovce	C	other areas	3827	60581,41	3089
746/97	Dražovce	C	other areas	3629	57447,07	3089
746/195	Dražovce	C	other areas	110	1741,3	4271
746/96	Dražovce	C	other areas	1198	18964,34	3089
746/95	Dražovce	C	other areas	809	12806,47	3089
746/92	Dražovce	C	other areas	598	9466,34	3089
746/94	Dražovce	C	other areas	388	6142,04	3089
746/93	Dražovce	C	other areas	344	5445,52	3089
747/1	Dražovce	C	built-up areas and courtyards	1562	24726,46	3089
520/530	Dražovce	C	other areas	161	2548,63	3089
520/457	Dražovce	C	other areas	248	3925,84	3089
520/527	Dražovce	C	other areas	1033	16352,39	3089
520/292	Dražovce	C	other areas	544	8611,52	3089
520/392	Dražovce	C	other areas	2140	33876,2	3089
746/114	Dražovce	C	other areas	1501	23760,83	3089
746/148	Dražovce	C	other areas	2352	37232,16	3089
520/411	Dražovce	C	other areas	1667	26388,61	3089

Parcel No.	Cadastral Area	Register	Type	Area (sqm)	Portion of Purchase Price (VAT exclusive) (EUR)	Deed of Title
520/459	Dražovce	C	other areas	2809	44466,47	3089
750/3	Dražovce	C	built-up areas and courtyards	80	1266,4	3089
746/115	Dražovce	C	other areas	381	6031,23	3089
746/116	Dražovce	C	other areas	194	3071,02	3089
746/117	Dražovce	C	other areas	199	3150,17	3089
746/118	Dražovce	C	other areas	64	1013,12	3089
746/119	Dražovce	C	other areas	426	6743,58	3089
746/120	Dražovce	C	other areas	58	918,14	3089
746/121	Dražovce	C	other areas	194	3071,02	3089
746/122	Dražovce	C	other areas	470	7440,1	3089
746/192	Dražovce	C	other areas	74	1171,42	3089
746/189	Dražovce	C	other areas	248	3925,84	3089
746/123	Dražovce	C	other areas	235	3720,05	3089
746/124	Dražovce	C	other areas	707	11191,81	3089
746/186	Dražovce	C	other areas	395	6252,85	3089
746/125	Dražovce	C	other areas	193	3055,19	3089
746/126	Dražovce	C	other areas	166	2627,78	3089
746/127	Dražovce	C	other areas	193	3055,19	3089
746/128	Dražovce	C	other areas	199	3150,17	3089
746/129	Dražovce	C	other areas	215	3403,45	3089
746/130	Dražovce	C	other areas	201	3181,83	3089
746/131	Dražovce	C	other areas	131	2073,73	3089
746/132	Dražovce	C	other areas	97	1535,51	3089
746/133	Dražovce	C	other areas	79	1250,57	3089
746/134	Dražovce	C	other areas	64	1013,12	3089
746/135	Dražovce	C	other areas	15	237,45	3089
746/177	Dražovce	C	other areas	184	2912,72	3089
746/182	Dražovce	C	other areas	151	2390,33	4271
746/176	Dražovce	C	other areas	180	2849,4	3089
746/175	Dražovce	C	other areas	200	3166	3089
746/174	Dražovce	C	other areas	221	3498,43	3089
746/173	Dražovce	C	other areas	414	6553,62	3089
746/172	Dražovce	C	other areas	439	6949,37	3089
746/171	Dražovce	C	other areas	448	7091,84	3089
746/170	Dražovce	C	other areas	376	5952,08	3089
746/169	Dražovce	C	other areas	287	4543,21	3089
746/168	Dražovce	C	other areas	290	4590,7	3089
746/167	Dražovce	C	other areas	450	7123,5	3089
746/166	Dražovce	C	other areas	121	1915,43	3089
746/165	Dražovce	C	other areas	94	1488,02	3089

Parcel No.	Cadastral Area	Register	Type	Area (sqm)	Portion of Purchase Price (VAT exclusive) (EUR)	Deed of Title
746/164	Dražovce	C	other areas	64	1013,12	3089
746/163	Dražovce	C	other areas	33	522,39	3089
746/162	Dražovce	C	other areas	21	332,43	3089
746/196	Dražovce	C	other areas	60	949,8	4271
746/161	Dražovce	C	other areas	208	3292,64	3089
746/160	Dražovce	C	other areas	180	2849,4	3089
746/159	Dražovce	C	other areas	223	3530,09	3089
746/158	Dražovce	C	other areas	376	5952,08	3089
746/157	Dražovce	C	other areas	436	6901,88	3089
746/178	Dražovce	C	other areas	1637	25913,71	3089
746/156	Dražovce	C	other areas	481	7614,23	3089
746/155	Dražovce	C	other areas	448	7091,84	3089
746/154	Dražovce	C	other areas	995	15750,85	3089
746/153	Dražovce	C	other areas	545	8627,35	3089
746/152	Dražovce	C	other areas	214	3387,62	3089
746/151	Dražovce	C	other areas	332	5255,56	3089
746/150	Dražovce	C	other areas	721	11413,43	3089
746/149	Dražovce	C	other areas	595	9418,85	3089
520/503	Dražovce	C	other areas	10	158,3	3089
520/502	Dražovce	C	other areas	1671	26451,93	3089
520/501	Dražovce	C	other areas	2350	37200,5	3089
520/500	Dražovce	C	other areas	2912	46096,96	3089
520/498	Dražovce	C	other areas	620	9814,6	3089
520/499	Dražovce	C	other areas	305	4828,15	3089
520/595	Dražovce	C	other areas	1901	30092,83	3089
520/497	Dražovce	C	other areas	439	6949,37	3089
520/496	Dražovce	C	other areas	412	6521,96	3089
520/495	Dražovce	C	other areas	564	8928,12	3089
520/494	Dražovce	C	other areas	577	9133,91	3089
520/493	Dražovce	C	other areas	557	8817,31	3089
520/492	Dražovce	C	other areas	1840	29127,2	3089
520/491	Dražovce	C	other areas	2707	42851,81	3089
520/594	Dražovce	C	other areas	302	4780,66	4271
520/490	Dražovce	C	other areas	744	11777,52	3089
520/488	Dražovce	C	other areas	751	11888,33	3089
520/489	Dražovce	C	other areas	349	5524,67	3089
520/487	Dražovce	C	other areas	1429	22621,07	3089
520/486	Dražovce	C	other areas	1281	20278,23	3089
520/485	Dražovce	C	other areas	969	15339,27	3089
520/484	Dražovce	C	other areas	3752	59394,16	3089
520/483	Dražovce	C	other areas	737	11666,71	3089



Parcel No.	Cadastral Area	Register	Type	Area (sqm)	Portion of Purchase Price (VAT exclusive) (EUR)	Deed of Title
520/482	Dražovce	C	other areas	625	9893,75	3089
520/481	Dražovce	C	other areas	276	4369,08	3089
520/480	Dražovce	C	other areas	7231	114466,73	3089
520/479	Dražovce	C	other areas	2001	31675,83	3089
520/592	Dražovce	C	other areas	2028	32103,24	3089
520/478	Dražovce	C	other areas	1354	21433,82	3089
520/589	Dražovce	C	other areas	1420	22478,6	3089
520/588	Dražovce	C	other areas	2828	44767,24	4271
520/477	Dražovce	C	other areas	6564	103908,12	3089
520/476	Dražovce	C	other areas	1756	27797,48	3089
520/475	Dražovce	C	other areas	1745	27623,35	3089
520/474	Dražovce	C	other areas	3813	60359,79	3089
520/473	Dražovce	C	other areas	5243	82996,69	3089
520/586	Dražovce	C	other areas	1641	25977,03	3089
520/472	Dražovce	C	other areas	2455	38862,65	3089
1251/2	Dražovce	C	other areas	3896	61673,68	3089
1251/4	Dražovce	C	built-up areas and courtyards	17	269,11	3089
1255/10	Dražovce	C	built-up areas and courtyards	51	807,33	3089
520/396	Dražovce	C	other areas	1278	20230,74	4271
520/397	Dražovce	C	other areas	1179	18663,57	3089
520/579	Dražovce	C	other areas	1474	23333,42	3089
520/398	Dražovce	C	other areas	335	5303,05	3089
520/399	Dražovce	C	other areas	364	5762,12	3089
520/400	Dražovce	C	other areas	328	5192,24	3089
520/401	Dražovce	C	other areas	344	5445,52	3089
520/402	Dražovce	C	other areas	104	1646,32	3089
520/403	Dražovce	C	other areas	115	1820,45	3089
520/404	Dražovce	C	other areas	225	3561,75	3089
520/405	Dražovce	C	other areas	244	3862,52	3089
520/406	Dražovce	C	other areas	287	4543,21	3089
520/407	Dražovce	C	other areas	248	3925,84	3089
520/408	Dražovce	C	other areas	308	4875,64	3089
520/409	Dražovce	C	other areas	332	5255,56	3089
520/410	Dražovce	C	other areas	175	2770,25	3089
520/460	Dražovce	C	other areas	141	2232,03	3089
520/581	Dražovce	C	other areas	326	5160,58	4271
520/584	Dražovce	C	other areas	319	5049,77	4271
520/461	Dražovce	C	other areas	957	15149,31	3089
520/462	Dražovce	C	other areas	349	5524,67	3089

Parcel No.	Cadastral Area	Register	Type	Area (sqm)	Portion of Purchase Price (VAT exclusive) (EUR)	Deed of Title
520/463	Dražovce	C	other areas	357	5651,31	3089
520/464	Dražovce	C	other areas	723	11445,09	3089
520/465	Dražovce	C	other areas	721	11413,43	3089
520/466	Dražovce	C	other areas	681	10780,23	3089
520/467	Dražovce	C	other areas	493	7804,19	3089
520/468	Dražovce	C	other areas	105	1662,15	3089
520/469	Dražovce	C	other areas	138	2184,54	3089
520/470	Dražovce	C	other areas	139	2200,37	3089
520/471	Dražovce	C	other areas	491	7772,53	3089
2582/2	Lužianky	C	built-up areas and courtyards	2813	44529,79	3330
2584/2	Lužianky	C	other areas	1319	20879,77	3330
2585/2	Lužianky	C	other areas	2525	39970,75	3330
2586/2	Lužianky	C	other areas	772	12220,76	3330
2587/2	Lužianky	C	other areas	812	12853,96	3330
2588/8	Lužianky	C	other areas	1144	18109,52	3330
2588/5	Lužianky	C	other areas	1210	19154,3	3330
2588/6	Lužianky	C	other areas	1258	19914,14	3330
2588/7	Lužianky	C	other areas	1132	17919,56	3330
2589/2	Lužianky	C	other areas	915	14484,45	3330
2590/2	Lužianky	C	other areas	830	13138,9	3330
2591/2	Lužianky	C	other areas	583	9228,89	3330
2592/2	Lužianky	C	other areas	2046	32388,18	3330
2593/2	Lužianky	C	other areas	1962	31058,46	3330
2594/2	Lužianky	C	other areas	1395	22082,85	3330
2595/2	Lužianky	C	other areas	1104	17476,32	3330
2596/2	Lužianky	C	other areas	1108	17539,64	3330
2597/2	Lužianky	C	other areas	1456	23048,48	3330
2598	Lužianky	C	other areas	511	8089,13	3330
2599	Lužianky	C	other areas	1319	20879,77	3330
2600	Lužianky	C	other areas	1211	19170,13	3330
2601	Lužianky	C	other areas	1193	18885,19	3330
2602	Lužianky	C	other areas	1162	18394,46	3330
2603	Lužianky	C	other areas	1158	18331,14	3330
2604	Lužianky	C	other areas	822	13012,26	3330
2605	Lužianky	C	other areas	771	12204,93	3330
2606	Lužianky	C	other areas	754	11935,82	3330
2607	Lužianky	C	other areas	726	11492,58	3330
2608	Lužianky	C	other areas	722	11429,26	3330
2609	Lužianky	C	other areas	722	11429,26	3330
2610	Lužianky	C	other areas	651	10305,33	3330

<b>Parcel No.</b>	<b>Cadastral Area</b>	<b>Register</b>	<b>Type</b>	<b>Area (sqm)</b>	<b>Portion of Purchase Price (VAT exclusive) (EUR)</b>	<b>Deed of Title</b>
2611	Lužianky	C	other areas	607	9608,81	3330
2612	Lužianky	C	other areas	2830	44798,9	3330
2613	Lužianky	C	other areas	2830	44798,9	3330
2614	Lužianky	C	other areas	4230	66960,9	3330
2615	Lužianky	C	other areas	941	14896,03	3330
2616	Lužianky	C	other areas	1312	20768,96	3330
2617	Lužianky	C	other areas	1324	20958,92	3330
2618	Lužianky	C	other areas	1359	21512,97	3330
2619	Lužianky	C	other areas	1371	21702,93	3330
2620	Lužianky	C	other areas	1373	21734,59	3330
2621	Lužianky	C	other areas	1411	22336,13	3330
2622	Lužianky	C	other areas	1619	25628,77	3330
2623	Lužianky	C	other areas	1676	26531,08	3330
2624	Lužianky	C	other areas	1742	27575,86	3330
2625	Lužianky	C	other areas	1922	30425,26	3330
2626	Lužianky	C	other areas	2131	33733,73	3330
2627	Lužianky	C	other areas	2141	33892,03	3330
2628	Lužianky	C	other areas	2162	34224,46	3330
2629	Lužianky	C	other areas	2162	34224,46	3330
2630	Lužianky	C	other areas	2186	34604,38	3330
2631	Lužianky	C	other areas	2185	34588,55	3330
2632	Lužianky	C	other areas	2404	38055,32	3330
2633	Lužianky	C	other areas	825	13059,75	3330
2634	Lužianky	C	other areas	903	14294,49	3330
2635	Lužianky	C	other areas	903	14294,49	3330
2636	Lužianky	C	other areas	903	14294,49	3933
2637	Lužianky	C	other areas	955	15117,65	3330
2638	Lužianky	C	other areas	982	15545,06	3933
2639	Lužianky	C	other areas	1016	16083,28	3330
2640	Lužianky	C	other areas	1075	17017,25	3330
2641	Lužianky	C	other areas	1244	19692,52	3933
2642	Lužianky	C	other areas	1263	19993,29	3330
2643	Lužianky	C	other areas	1267	20056,61	3330
2644	Lužianky	C	other areas	1266	20040,78	3330
2645	Lužianky	C	other areas	1324	20958,92	3933
2646	Lužianky	C	other areas	1598	25296,34	3933
2647	Lužianky	C	other areas	1676	26531,08	3330
2648	Lužianky	C	other areas	1724	27290,92	3330
2649	Lužianky	C	other areas	1723	27275,09	3330
2650	Lužianky	C	other areas	1830	28968,9	3330
2651	Lužianky	C	other areas	1469	23254,27	3330

<b>Parcel No.</b>	<b>Cadastral Area</b>	<b>Register</b>	<b>Type</b>	<b>Area (sqm)</b>	<b>Portion of Purchase Price (VAT exclusive) (EUR)</b>	<b>Deed of Title</b>
2652	Lužianky	C	other areas	1470	23270,1	3330
2653	Lužianky	C	other areas	1487	23539,21	3933
2654	Lužianky	C	other areas	3003	47537,49	3330
2655/2	Lužianky	C	other areas	4405	69731,15	3330
2656/2	Lužianky	C	other areas	842	13328,86	3330
2657/2	Lužianky	C	other areas	919	14547,77	3330
2658/2	Lužianky	C	other areas	34	538,22	3330
2685/2	Lužianky	C	other areas	243	3846,69	3330
2686/2	Lužianky	C	other areas	3556	56291,48	3330
2687	Lužianky	C	other areas	3828	60597,24	3330
2688	Lužianky	C	other areas	3828	60597,24	3330
2689	Lužianky	C	other areas	3828	60597,24	3330
2690	Lužianky	C	other areas	913	14452,79	3330
2691	Lužianky	C	other areas	1211	19170,13	3330
2692	Lužianky	C	other areas	1882	29792,06	3330
2693	Lužianky	C	other areas	1267	20056,61	3330
2694	Lužianky	C	other areas	1151	18220,33	3330
2695	Lužianky	C	other areas	1060	16779,8	3330
2696	Lužianky	C	other areas	1467	23222,61	3933
2697	Lužianky	C	other areas	1467	23222,61	3330
2698	Lužianky	C	other areas	1467	23222,61	3330
2699	Lužianky	C	other areas	1270	20104,1	3330
2700	Lužianky	C	other areas	965	15275,95	3330
2701	Lužianky	C	other areas	921	14579,43	3330
2702	Lužianky	C	other areas	921	14579,43	3330
2703	Lužianky	C	other areas	920	14563,6	3330
2704	Lužianky	C	other areas	1905	30156,15	3330
2705	Lužianky	C	other areas	1892	29950,36	3330
2706	Lužianky	C	other areas	1892	29950,36	3330
2707	Lužianky	C	other areas	1887	29871,21	3330
2708	Lužianky	C	other areas	1887	29871,21	3330
2709	Lužianky	C	other areas	1887	29871,21	3330
2710	Lužianky	C	other areas	1887	29871,21	3330
2711	Lužianky	C	other areas	1699	26895,17	3330
2712	Lužianky	C	other areas	1699	26895,17	3330
2713	Lužianky	C	other areas	1620	25644,6	3330
2714	Lužianky	C	other areas	1620	25644,6	3330
2715/2	Lužianky	C	built-up areas and courtyards	1891	29934,53	3330
2716/2	Lužianky	C	other areas	930	14721,9	3330
2717/2	Lužianky	C	other areas	6385	101074,55	3330

Parcel No.	Cadastral Area	Register	Type	Area (sqm)	Portion of Purchase Price (VAT exclusive) (EUR)	Deed of Title
2718/2	Lužianky	C	other areas	1825	28889,75	3330
2719/2	Lužianky	C	other areas	8891	140744,53	3330
2720/2	Lužianky	C	other areas	3475	55009,25	3330
2721/2	Lužianky	C	other areas	4599	72802,17	3330
2722/2	Lužianky	C	other areas	7713	122096,79	3330
2723/2	Lužianky	C	other areas	7175	113580,25	3330
2724/2	Lužianky	C	other areas	6441	101961,03	3330
2725/2	Lužianky	C	other areas	7185	113738,55	3330
2726/2	Lužianky	C	other areas	3150	49864,5	3330
2727/2	Lužianky	C	other areas	3189	50481,87	3330
2728/2	Lužianky	C	other areas	6787	107438,21	3330
2729/2	Lužianky	C	other areas	6961	110192,63	3330
2730/2	Lužianky	C	other areas	9366	148263,78	3330
2731/2	Lužianky	C	other areas	3723	58935,09	3330
2732/2	Lužianky	C	other areas	3457	54724,31	3330
2733/2	Lužianky	C	other areas	6619	104778,77	3330
2734/2	Lužianky	C	other areas	6298	99697,34	3330
2735/2	Lužianky	C	other areas	6104	96626,32	3330
2736/2	Lužianky	C	other areas	6453	102150,99	3330
2737/2	Lužianky	C	other areas	6574	104066,42	3330
2738	Lužianky	C	other areas	386	6110,38	3330
2739/2	Lužianky	C	other areas	13088	207183,04	3330
2741/2	Lužianky	C	built-up areas and courtyards	6530	103369,9	3330
2742/5	Lužianky	C	built-up areas and courtyards	13437	212707,71	3330
2742/6	Lužianky	C	built-up areas and courtyards	13570	214813,1	3330
2743/2	Lužianky	C	built-up areas and courtyards	6780	107327,4	3330
2744/2	Lužianky	C	other areas	20487	324309,21	3330
2746	Lužianky	C	other areas	125284	1983245,72	3330
2747	Lužianky	C	other areas	1721	27243,43	3330
2748	Lužianky	C	other areas	4150	65694,5	3330
2749	Lužianky	C	other areas	5437	86067,71	3330
2750	Lužianky	C	other areas	5152	81556,16	3330
2751	Lužianky	C	other areas	4992	79023,36	3330
2752	Lužianky	C	other areas	4964	78580,12	3330
2753	Lužianky	C	other areas	3870	61262,1	3330
2754	Lužianky	C	other areas	3484	55151,72	3330
2755	Lužianky	C	other areas	3410	53980,3	3330

Parcel No.	Cadastral Area	Register	Type	Area (sqm)	Portion of Purchase Price (VAT exclusive) (EUR)	Deed of Title
2756	Lužianky	C	other areas	3000	47490	3330
2757	Lužianky	C	other areas	2870	45432,1	3330
2758	Lužianky	C	other areas	2870	45432,1	3330
2759	Lužianky	C	other areas	470	7440,1	3330
2760	Lužianky	C	other areas	470	7440,1	3330
2761	Lužianky	C	other areas	726	11492,58	3330
2762	Lužianky	C	other areas	780	12347,4	3330
2763	Lužianky	C	other areas	782	12379,06	3330
2764	Lužianky	C	other areas	800	12664	3330
2765	Lužianky	C	other areas	811	12838,13	3330
2766	Lužianky	C	other areas	1261	19961,63	3330
2767	Lužianky	C	other areas	2034	32198,22	3330
2768	Lužianky	C	other areas	2297	36361,51	3330
2769	Lužianky	C	other areas	755	11951,65	3330
2770	Lužianky	C	other areas	2494	39480,02	3330
2771	Lužianky	C	built-up areas and courtyards	5990	94821,7	3330
2772	Lužianky	C	other areas	1640	25961,2	3330
2773	Lužianky	C	built-up areas and courtyards	4445	70364,35	3330
2774/2	Lužianky	C	other areas	432803	6851271,49	3330
2775	Lužianky	C	built-up areas and courtyards	181	2865,23	3330
2776	Lužianky	C	built-up areas and courtyards	9286	146997,38	3330
2777	Lužianky	C	built-up areas and courtyards	17	269,11	3330
2778	Lužianky	C	other areas	113	1788,79	3330
2779/2	Lužianky	C	other areas	2675	42345,25	3330
2780/3	Lužianky	C	built-up areas and courtyards	6517	103164,11	3330
2781/2	Lužianky	C	other areas	2021	31992,43	3330
2782/2	Lužianky	C	built-up areas and courtyards	46	728,18	3330
2783/2	Lužianky	C	other areas	136	2152,88	3330
2784/2	Lužianky	C	other areas	984	15576,72	3330
2788/2	Lužianky	C	other areas	87982	1392755,06	3330
2789/2	Lužianky	C	other areas	897	14199,51	3330
2790/2	Lužianky	C	other areas	124	1962,92	3330
2791/2	Lužianky	C	other areas	116	1836,28	3933
2792/2	Lužianky	C	other areas	797	12616,51	3330

Parcel No.	Cadastral Area	Register	Type	Area (sqm)	Portion of Purchase Price (VAT exclusive) (EUR)	Deed of Title
2793/2	Lužianky	C	other areas	638	10099,54	3330
2794/2	Lužianky	C	other areas	208	3292,64	3330
2795/2	Lužianky	C	other areas	449	7107,67	3330
2796/2	Lužianky	C	other areas	465	7360,95	3330
2797/2	Lužianky	C	other areas	280	4432,4	3330
2798/2	Lužianky	C	other areas	3268	51732,44	3330
2799/4	Lužianky	C	other areas	331	5239,73	3330
2799/3	Lužianky	C	other areas	1350	21370,5	3330
2800/2	Lužianky	C	other areas	301	4764,83	3330
2801/2	Lužianky	C	other areas	293	4638,19	3330
2802/2	Lužianky	C	other areas	861	13629,63	3330
2803/2	Lužianky	C	other areas	154	2437,82	3933
2804/2	Lužianky	C	other areas	110	1741,3	3933
2805/2	Lužianky	C	other areas	87	1377,21	3330
2908/2	Lužianky	C	other areas	3	47,49	3330
2909/2	Lužianky	C	other areas	1315	20816,45	3330
2910	Lužianky	C	other areas	1823	28858,09	3330
2911	Lužianky	C	other areas	1823	28858,09	3330
2912	Lužianky	C	other areas	1823	28858,09	3933
2913	Lužianky	C	other areas	624	9877,92	3933
2914	Lužianky	C	other areas	624	9877,92	3933
2915	Lužianky	C	other areas	624	9877,92	3933
2916	Lužianky	C	other areas	936	14816,88	3933
2917	Lužianky	C	other areas	936	14816,88	3933
2918	Lužianky	C	other areas	1873	29649,59	3933
2919	Lužianky	C	other areas	1936	30646,88	3330
2920	Lužianky	C	other areas	683	10811,89	3933
2921	Lužianky	C	other areas	2410	38150,3	3330
2922	Lužianky	C	other areas	3753	59409,99	3330
2923	Lužianky	C	other areas	3753	59409,99	3330
2924	Lužianky	C	other areas	4444	70348,52	3330
2925	Lužianky	C	other areas	5471	86605,93	3330
2926	Lužianky	C	other areas	5515	87302,45	3330
2927	Lužianky	C	other areas	5514	87286,62	3330
2928	Lužianky	C	other areas	5998	94948,34	3330
2929	Lužianky	C	other areas	775	12268,25	3330
2930	Lužianky	C	other areas	776	12284,08	3330
2931/2	Lužianky	C	other areas	1082	17128,06	3330
2932/2	Lužianky	C	built-up areas and courtyards	2881	45606,23	3330
2935	Lužianky	C	other areas	11151	176520,33	3330
2936	Lužianky	C	other areas	13201	208971,83	3933

<b>Parcel No.</b>	<b>Cadastral Area</b>	<b>Register</b>	<b>Type</b>	<b>Area (sqm)</b>	<b>Portion of Purchase Price (VAT exclusive) (EUR)</b>	<b>Deed of Title</b>
2937	Lužianky	C	other areas	911	14421,13	3330
2938/2	Lužianky	C	other areas	795	12584,85	3933
2938/1	Lužianky	C	other areas	797	12616,51	3330
2939	Lužianky	C	other areas	700	11081	3330
2940	Lužianky	C	other areas	699	11065,17	3330
2941/1	Lužianky	C	other areas	1459	23095,97	3330
2941/2	Lužianky	C	other areas	5945	94109,35	3330
2942	Lužianky	C	other areas	1455	23032,65	3330
2943	Lužianky	C	other areas	2910	46065,3	3330
2944	Lužianky	C	other areas	1991	31517,53	3330
2945	Lužianky	C	other areas	924	14626,92	3330
2946	Lužianky	C	other areas	924	14626,92	3330
2947	Lužianky	C	other areas	924	14626,92	3330
2948	Lužianky	C	other areas	2931	46397,73	3933
2949	Lužianky	C	other areas	2878	45558,74	3330
2950	Lužianky	C	other areas	2743	43421,69	3330
2951	Lužianky	C	other areas	5471	86605,93	3330
2953	Lužianky	C	other areas	2733	43263,39	3330
2954	Lužianky	C	other areas	2525	39970,75	3933
2955	Lužianky	C	other areas	1210	19154,3	3330
2956	Lužianky	C	other areas	2419	38292,77	3330
2957	Lužianky	C	other areas	2418	38276,94	3330
2958/2	Lužianky	C	other areas	826	13075,58	3330
3024/2	Dražovce	C	other areas	9711	153725,13	3089
3053/2	Lužianky	C	other areas	339	5366,37	3933
3054/2	Lužianky	C	other areas	1756	27797,48	3330
3055	Lužianky	C	other areas	1832	29000,56	3330
3056	Lužianky	C	other areas	1834	29032,22	3330
3057	Lužianky	C	other areas	1833	29016,39	3330
3058	Lužianky	C	other areas	1832	29000,56	3330
3059	Lužianky	C	other areas	1833	29016,39	3330
3060	Lužianky	C	other areas	1835	29048,05	3933
3061	Lužianky	C	other areas	946	14975,18	3330
3062	Lužianky	C	other areas	1369	21671,27	3330
3063	Lužianky	C	other areas	1369	21671,27	3330
3064	Lužianky	C	other areas	2560	40524,8	3330
3065	Lužianky	C	other areas	3293	52128,19	3330
3066	Lužianky	C	other areas	1209	19138,47	3330
3067	Lužianky	C	other areas	2343	37089,69	3330
3068	Lužianky	C	other areas	1562	24726,46	3330
3069	Lužianky	C	other areas	1561	24710,63	3330



<b>Parcel No.</b>	<b>Cadastral Area</b>	<b>Register</b>	<b>Type</b>	<b>Area (sqm)</b>	<b>Portion of Purchase Price (VAT exclusive) (EUR)</b>	<b>Deed of Title</b>
3070	Lužianky	C	other areas	1562	24726,46	3330
3071	Lužianky	C	other areas	2344	37105,52	3330
3072	Lužianky	C	other areas	5672	89787,76	3330
3073	Lužianky	C	other areas	2786	44102,38	3330
3074	Lužianky	C	other areas	7574	119896,42	3330
3075/1	Lužianky	C	other areas	6989	110635,87	3933
3075/2	Lužianky	C	built-up areas and courtyards	28	443,24	3933
3076	Lužianky	C	other areas	2099	33227,17	3330
3077	Lužianky	C	other areas	1600	25328	3330
3078	Lužianky	C	other areas	1806	28588,98	3330
3079	Lužianky	C	other areas	2102	33274,66	3330
3080	Lužianky	C	other areas	6500	102895	3330
3081	Lužianky	C	other areas	9032	142976,56	3933
3082/1	Lužianky	C	other areas	10155	160753,65	3330
3082/2	Lužianky	C	other areas	2736	43310,88	3933
3082/3	Lužianky	C	other areas	2735	43295,05	3933
3083	Lužianky	C	other areas	3646	57716,18	3330
3084	Lužianky	C	other areas	910	14405,3	3330
3085	Lužianky	C	other areas	910	14405,3	3330
3086	Lužianky	C	other areas	6981	110509,23	3330

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### **Schedule 3**

#### **Handover Documents**

Acquisition documents regarding ownership title to the Land – e.g. purchase agreements, expropriation decisions

Documents related to any encumbrances – e.g. easement agreements with respect to the Land

Documents related to registered rights benefitting the Land

Zoning, planning and building permits related to the Land, permits regarding Site Remediation Works, any EIA reports, submissions and documents

Documents related to the Construction Contract – e.g. project documentation with respect to works on the Land

Plan/map of utility lines (including rails and roads) affecting the Land

All reports / surveys related to the Land prepared by, for or on behalf of the Seller, to the extent they can be shared with the Purchaser under arrangement with the respective provider thereof (including any archaeological surveys, contamination and environmental reports, water reports)

**Schedule 4**  
**Title Deeds**