

## **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.