

Dated 12 December 2017

Escrow Agreement

between

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

and

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

and

UniCredit Bank Czech Republic and Slovakia, a.s.
acting through
**UniCredit Bank Czech Republic and Slovakia, a.s., pobočka zahraničnej
banky**
as the Escrow Agent

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This Escrow Agreement (the “**Agreement**”) is entered into in accordance with Section 269 (2) of the Commercial Code between:

- (1) **MH Invest, s.r.o.**, with its registered office at Mlynské Nivy 44/A, 821 09 Bratislava, the Slovak Republic, 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**”);
- (2) **Jaguar Land Rover Slovakia s.r.o.**, with its registered office at Vysoká 2/B, 811 06 Bratislava, the Slovak Republic, 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**”); and
- (3) **UniCredit Bank Czech Republic and Slovakia, a.s.**, with its registered office at Želetavská 1525/1, 140 92 Praha 4 - Michle, the Czech Republic, ID No. 649 48 242, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert No. 3608, acting through its branch **UniCredit Bank Czech Republic and Slovakia, a.s., pobočka zahraničnej banky**, with its registered office at Šancová 1/A, 813 33 Bratislava, the Slovak Republic, ID No. 47 251 336, registered in the Commercial Register maintained by the Bratislava I District Court, Section Po, Insert No. 2310/B (the “**Escrow Agent**”),

(the Seller, the Purchaser, and the Escrow Agent, collectively, the “**Parties**” and each, as applicable, a “**Party**”).

Whereas:

- (A) The Seller and the Purchaser intend to enter into the Purchase Agreement, whereby the Seller is to sell and transfer to the Purchaser, and the Purchaser is to purchase and acquire from the Seller, certain land plots and pay the agreed purchase price for the same.
- (B) The Seller and the Purchaser have agreed that the sum of the Escrow Amount is to be deposited by the Seller in the Escrow Account opened with the Escrow Agent securing the Purchaser’s potential claims under the Purchase Agreement.
- (C) The Escrow Agent is willing to establish the Escrow Account and serve as an escrow agent in accordance with the terms and conditions hereof.

Now, therefore, the Parties have agreed as follows:

Article I
Definitions and Interpretation

1.1 In this Agreement:

Act on Banks means Act No. 483/2001 Coll., on Banks, as amended.

Authorized Representative means a person authorized to act on behalf of the relevant Party according to the following documents:

- (a) the extract from the commercial register of such Party being not older than fifteen (15) days when delivered; or
- (b) any other document governing the establishment and existence of such Party acceptable for the receiving Party; or
- (c) a power of attorney issued by such Party with notarized signature of the representative of such Party authorized under documents set out in (a) or (b) above and bearing an apostille (if required under the Hague Convention of 5 October 1961 Abolishing the Requirement of Legalisation for Foreign Public Documents).

Banking Day means each business day on which banks in the Slovak Republic and the Czech Republic are involved in interbank trade and perform transactions, i.e. at all times except for Saturdays and Sundays and also each such business day announced by the Escrow Agent to be a non-business or non-banking day based on serious operational grounds.

Commercial Code means Act No. 513/1991 Coll., the Commercial Code, as amended.

Confirmation means the Escrow Agent's confirmation that the Escrow Amount is deposited in the Escrow Account; the confirmation form is attached hereto as Schedule 1.

Deductions shall have meaning given to it in Clause 6.2.

Deposit Period means the time period of five (5) Banking Days from the date of crediting of the purchase price under the Purchase Agreement in the Seller's Account, which shall be jointly notified to the Escrow Agent by the Seller and the Purchaser.

Escrow Account means a specific-purpose account of the Seller kept with the Escrow Agent, IBAN: SK1011110000001036630009.

Escrow Amount means funds in the Escrow Account in the amount of EUR 15,000,000 or in the remaining amount after subsequent deduction(s) and release(s) under the terms of this Agreement.

Escrow Period means a period of 15 years from the Execution Date which will be extended up to total 20 years from the Execution Date if the Escrow Period Extension Notice is delivered to the Escrow Agent prior no later than 14 years and 11 months from the Execution Date provided that the Termination Event did not occur earlier.

Escrow Period Extension Notice means a notification signed by the Purchaser and the Seller (signatures being notarized) addressed to the Escrow Agent, which extends the Escrow Period up to 20 years from the Execution Date; the notification form is attached hereto as Schedule 6.

Execution Date means the execution date of this Agreement.

Fee means a one-off fee payable to the Escrow Agent in the amount of EUR 1,500 for the execution of this Agreement and all the services of the Escrow Agent hereunder.

Final Award shall have meaning given to it in Clause 9.5.

Joint Instruction means the joint instruction of the Purchaser and the Seller to the Escrow Agent to transfer the Escrow Amount or its part to the Slovak bank account specified in the instruction whereas signatures of the persons acting on behalf of the Purchaser and the Seller must be notarized; the instruction form is attached hereto as Schedule 3.

Purchaser's Account means the Purchaser's account kept with ING Bank, IBAN: SK657300000009000041137, or another Slovak bank account notified by the Purchaser to the Escrow Agent (and the Seller in a copy) in writing, whereas the signatures of the persons acting on behalf of the Purchaser must be notarized; the Escrow Agent shall confirm receipt of the Purchaser's notice on a change of the Purchaser's Account to the Purchaser and the Seller without undue delay .

Purchase Agreement means the purchase agreement between the Seller and the Purchaser dated on the date hereof, subject matter of which is the transfer of the ownership title to certain land plots from the Seller to the Purchaser.

Purchaser's Instruction means the Purchaser's instruction to the Escrow Agent to transfer the Escrow Amount or its part to the Purchaser's Account whereas signatures of the persons acting on behalf of the Purchaser must be notarized; the instruction form is attached hereto as Schedule 2.

Refund Instruction means the joint instruction of the Purchaser and the Seller to the Escrow Agent to transfer the Escrow Amount or any outstanding funds in the Escrow Account to the Seller's Account whereas signatures of the persons acting on behalf of the Purchaser and the Seller must be notarized; the instruction form is attached hereto as Schedule 4.

Seller's Account means the Seller's account kept with ŠTÁTNA POKLADNICA, IBAN: SK46 8180 0000 0070 0042 0189, BIC SPSRSKBA.

Slovak Commercial Gazette means Obchodný vestník (in English: "*Commercial Gazette*") available on the website of the Slovak Ministry of Justice pursuant to Act No. 200/2011 Coll., on Commercial Gazette, as amended.

Termination Event means a date on which this Agreement is terminated in accordance with Clause 4.1 hereof.

Termination Instruction means the joint instruction of the Purchaser and the Seller to the Escrow Agent to close the Escrow Account and transfer any outstanding funds in the Escrow Account to the Seller's Account whereas signatures of the persons acting on behalf of the Purchaser and the Seller must be notarized; the instruction form is attached hereto as Schedule 5.

1.2 Unless the context requires otherwise, in this Agreement:

- (a) any reference herein to legal regulations shall be interpreted as a reference to those legal regulations, as amended;
- (b) the terms "this Agreement", "hereof", "hereunder" and similar expressions shall concern this Agreement and do not concern any specific Article or Clause or any other part hereof and they include any agreement or document that may amend this Agreement;
- (c) the division of this Agreement into Articles and Clauses and the headings used herein are for the ease of reference only and in no way affect the meaning or interpretation hereof;
- (d) unless contrary to the subject or context of this Agreement, references herein to Articles, Clauses and paragraphs are references to the Articles, Clauses and paragraphs of this Agreement;
- (e) the Schedules hereto form an integral part hereof; and
- (f) words in the singular include the plural and vice versa and words that refer to persons include both natural persons and legal persons.

Article II

Escrow

- 2.1 Appointment. The Seller and the Purchaser mutually agree to appoint the Escrow Agent as their escrow agent with respect to the escrow agency tasks as set forth in this Agreement and the Escrow Agent accepts such appointment.
- 2.2 Opening of Escrow Account. The Seller hereby instructs the Escrow Agent to open on the Execution Date the Escrow Account for the purpose of depositing the Escrow Amount and releasing the same on the conditions set forth hereinafter.
- 2.3 Transfer of Escrow Amount. The Seller undertakes to deposit in or transfer to the Escrow Account funds corresponding to the Escrow Amount, or to procure that such funds are deposited or transferred to the Escrow Account, by no later than the end of the Deposit Period.

At least two (2) Banking Days prior to the transfer, the Seller shall notify the Escrow Agent of the intended transfer of the funds corresponding to the Escrow Amount.

- 2.4 Confirmation of the Transfer of the Escrow Amount. The Escrow Agent shall deliver the Confirmation to the Seller and the Purchaser at the latest on the next Banking Day following the day when the Escrow Amount is credited to the Escrow Account.
- 2.5 No Interest. All of the Escrow Amount shall bear no (zero) interest.
- 2.6 Escrow. The Escrow Agent shall not release any of the Escrow Amount except as provided in this Agreement and, in particular, any payment by the Escrow Agent in accordance with this Agreement hereof shall be considered as the equivalent of payment pursuant to an irrevocable, valid payment order of the Seller.
- 2.7 Accounts. Unless otherwise expressly stated herein any payment under this Agreement shall be made in EUR to the Purchaser's Account and/or Seller's Account, as provided in this Agreement, or such other Party's account as the respective Party may specify to the other Parties in writing.
- 2.8 Identification and Separation. The Escrow Agent shall clearly identify in its records the Escrow Account as an escrow account and shall keep the funds standing in the Escrow Account segregated from and not commingled with the Escrow Agent's own funds or assets or the funds or assets of any of its other clients or third parties. For the avoidance of doubt, this Clause does not prevent the Escrow Agent from standard cash and liquidity management and banking investments of any of the Escrow Amount as performed with any funds deposited by any clients with the Escrow Agent in compliance with the banking regulations.
- 2.9 Escrow Account Statements. The Escrow Agent shall simultaneously provide statements regarding the Escrow Account to the Seller and the Purchaser (i) after the release of any portion of the Escrow Amount in accordance with Clause 3.4, (ii) yearly, as of the end of each year during the entire Escrow Period, and (iii) otherwise upon request of any Party; within five (5) Banking Days after the relevant event set out in point (ii) or point (iii).
- 2.10 Closing of Escrow Account. Upon the Termination Event, the Escrow Agent shall close the Escrow Account.

Article III

Escrow Amount Transfer

- 3.1 Purchaser's Instruction. Within five (5) Banking Days from the day on which the Escrow Agent received the Purchaser's Instruction, provided that such day occurs before the Termination Event, the Escrow Agent shall transfer the Escrow Amount or its part (but not more than the amount equal to the funds in the Escrow Account) to the Purchaser's Account.
- 3.2 Joint Instruction. Within five (5) Banking Days from the day on which the Escrow Agent received the Joint Instruction, provided that such day occurs before the Termination Event, the Escrow Agent shall transfer the Escrow Amount or its part (but not more than the amount equal to the funds in the Escrow Account) to the bank account specified in the Joint Instruction.
- 3.3 Refund Instruction. Within five (5) Banking Days from the day on which the Escrow Agent received the Refund Instruction, provided that such day occurs before the Termination Event, the Escrow Agent shall transfer the Escrow Amount or its part (but not more than the amount equal to the funds in the Escrow Account) to the Seller's Account.
- 3.4 Notice of Transfer. The Escrow Agent shall deliver a notice of transfer, which shall be in the form of account statement, stating the sum of released Escrow Amount or its part to the Seller

and the Purchaser at the latest on the third (3rd) Banking Day following the day when the Escrow Amount or its part is released from the Escrow Account.

Article IV Term and Escrow Period

- 4.1 Termination Events. This Agreement shall be terminated upon the earlier of:
- (a) the Escrow Amount was not credited on the Escrow Account by 31 March 2018;
 - (b) all of the funds deposited in the Escrow Account are released in accordance with this Agreement;
 - (c) the Escrow Period expired; or
 - (d) the Termination Instruction is delivered to the Escrow Agent.
- 4.2 Transfer of Outstanding Funds. In case of Termination Event under Clause 4.1(c) or Termination Event under Clause 4.1(d) above, the Escrow Agent shall, without undue delay, transfer any outstanding funds in the Escrow Account to the Seller's Account.
- 4.3 No Other Termination Options. Save for the Termination Events under Clause 4.1, the Parties shall not be entitled to terminate (in any form) this Agreement, and each Party waive all and any rights of termination (in any form) which it may have in respect of any matter to the full extent permitted by law.

Article V Fee

- 5.1 Payment of the Fee. The Seller undertakes to pay the Fee to the Escrow Agent by authorizing the Escrow Agent to deduct a sum equal to the Fee from the Escrow Amount deposited in the Escrow Account. The Escrow Agent is not obliged to fulfil the obligations hereunder until the Fee is paid in full.
- 5.2 No Other Charges. Except for the Fee, no other charges, fees or expenses shall be payable for services of the Escrow Agent hereunder.

Article VI Other Rights and Obligations of the Escrow Agent

- 6.1 Compliance with Law. The Escrow Agent shall not be required to perform any acts that will violate any laws or applicable rules or regulations of any governmental or regulatory agency, including without limitation any injunction or execution order.
- 6.2 Deductions. Any distribution of the Escrow Amount by the Escrow Agent under this Agreement shall be subject to any obligation that the Escrow Agent may have under applicable law to withhold taxes or any amounts on account of or in respect of taxes or any other deductions or withholdings required by mandatory provisions of law (the "**Deductions**"). The Escrow Agent shall have:
- (a) the right to withhold such Deductions if, in the Escrow Agent's reasonable judgment and upon the advice of external legal or accountancy counsel, such Deductions should be withheld under applicable law, and
 - (b) no liability of whatever nature to the Parties with respect to any such reasonable decision based on the law valid in the Slovak Republic except for any Deductions made by the Escrow Agent resulting from wilful misconduct or gross negligence of the Escrow Agent or its employees, agents or authorized representatives.

- 6.3 Non-Compliant Instruction. If the Escrow Agent, acting reasonably, is unable to ascertain its duties or rights hereunder, or receives instructions from the Seller or the Purchaser with respect to any amount on the Escrow Account which are contrary to the terms of this Agreement, the Escrow Agent may refrain from taking any action until it is directed otherwise in writing by both the Seller and the Purchaser.
- 6.4 Waiver. The Escrow Agent may not apply and hereby expressly waives any right to:
- (a) use any amount on the Escrow Account as collateral or to otherwise secure any claims (except the Fee) of the Escrow Agent against the Seller or the Purchaser; or
 - (b) set-off any debts (except the Fee) due to it by the Seller or the Purchaser by using any amount on the Escrow Account.
- 6.5 Liability of the Seller and the Purchaser. The aggregate liability of the Seller and the Purchaser to the Escrow Agent under this Agreement shall not exceed an amount equal to the Escrow Amount. The liability of the Seller and the Purchaser to the Escrow Agent shall be separate and not joint and several.
- 6.6 Liability of the Escrow Agent. The Escrow Agent shall not be liable whether in contract or in law for any error of judgment, or for any act done or step taken or omitted by it in good faith or for any mistake in fact or law, or for anything which it may do or refrain from doing in connection with this Agreement, except if and only to the extent such error, act or mistake is the result of its gross negligence or wilful misconduct. If the Escrow Agent is incapable to perform the payment from the Escrow Account as contemplated under this Agreement due to a restriction or ban on the disposing of the balance on the Escrow Account set out by law or a decision of the public authority, which are binding upon the Escrow Agent, it shall not represent a breach of this Agreement by the Escrow Agent.
- 6.7 Escrow Agent's Reliance. The Escrow Agent may rely upon and shall incur no liability in contract or in law to any party whomsoever in acting or refraining from acting or relying upon any written notice, direction, request, waiver, consent, receipt or other paper or document which the Escrow Agent had reasonably and in good faith believed to be genuine and to have been signed or presented by the proper Party or Parties.
- 6.8 No Liability under the Purchase Agreement. None of the covenants under this Agreement shall establish any obligation and responsibility of the Escrow Agent under the Purchase Agreement. The obligations of the Escrow Agent resulting from this Agreement shall not be subject to any objections and claims resulting from the Purchase Agreement except if explicitly set out in this Agreement.
- 6.9 Insolvency or Bankruptcy. Subject to any restrictions imposed by applicable bankruptcy laws, the Escrow Amount or any amount on the Escrow Account shall be released and disbursed to a successor escrow agent pursuant to the joint instruction of the Seller and the Purchaser, immediately prior to, or if this is not possible, upon the declaration of bankruptcy (in Slovak: *vyhlásenie konkurzu*) through publication of the court decision on declaration of bankruptcy in the Slovak Commercial Gazette, commencement of restructuring proceedings (in Slovak: *začatie reštrukturalizačného konania*) through publication of the court decision on commencement of restructuring proceedings in the Slovak Commercial Gazette, or similar proceedings against the Escrow Agent. The Escrow Agent shall be obliged to notify the Seller and the Purchaser immediately on becoming aware of any circumstances likely to lead to the commencement of any bankruptcy, restructuring or similar proceedings against the Escrow Agent.
- 6.10 Escrow Agent's Entitlement to Make Enquiries and Appoint Lawyers. The Escrow Agent shall be entitled to undertake such reasonable enquiries and obtain such information as it may consider appropriate (and may seek the advice of a legal counsel of its choice and independent

of all other Parties) in the event of any dispute or question as to the construction of any of the provisions of this Agreement or its duties hereunder or as to the validity of any notification or instruction which purports to be notification made pursuant to this Agreement. The Escrow Agent shall be always considered “acting reasonably” for the purposes of Clause 6.3 hereof, if the legal counsel under this Clause 6.10 is nominated with the prior approval of both the Seller and the Purchaser.

Article VII Notices

7.1 Addresses. Any notice or other formal communication given under this Agreement must be in writing (which does not include fax or e-mail communication), in English (unless otherwise agreed) and may be delivered by hand, registered post, or courier using and internationally recognised courier company to the Party to be served at the address of its registered office (as registered in the commercial register of the respective Party valid at the time of sending a notice or other formal communication under this Agreement); the addresses of registered offices of the Parties valid as of the Execution Date are as follows:

(a) the Seller:

MH Invest, s.r.o.
Mlynské nivy 44/A
821 09 Bratislava
Attention: Executive Director

(b) the Purchaser:

Jaguar Land Rover Slovakia s.r.o.
Vysoká 2/B
811 06 Bratislava
Attention: Company Secretary and the Jaguar Land Rover Global Business Expansion Director

(c) the Escrow Agent:

UniCredit Bank Czech Republic and Slovakia, a.s., pobočka zahraničnej banky
Šancová 1/A
813 33 Bratislava
Attention: Large Corporate and Multinational Clients Slovakia

7.2 Delivery. Any notice or other communication shall be deemed to have been given at the time of delivery.

7.3 Authorized Representatives. All instructions, authorization and other notices to be delivered by the Seller and/or the Purchaser to the Escrow Agent must be signed by Authorized Representative(s) of the respective Party. In case of any instruction or authorization by any of the Seller and/or the Purchaser to the Escrow Agent, the document showing the authority of the Party's Authorized Representative as specified in the definition of the “Authorized Representative” in Clause 1.1 must be delivered to the Escrow Agent along with the instruction or authorization (unless agreed by the Parties otherwise).

Article VIII Cooperation of the Parties.

8.1 Cooperation. Both the Seller and the Purchaser shall undertake any steps and/or deliver without unreasonable delay to the Escrow Agent any documents or information which it may reasonably request in connection with the performance of its obligations under this

Agreement. Each of the Parties hereby undertakes to co-operate with each other so that the purpose hereof shall be duly satisfied.

Article IX

Governing Law and Arbitration

- 9.1 Governing Law. This Agreement is governed by Slovak law.
- 9.2 Exclusion of Non-Mandatory Provisions. 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.
- 9.3 No Arbitration under Section 93b of the Act on Banks. The Escrow Agent irrevocably offered to the Purchaser and the Seller a proposal for conclusion of arbitration contract in accordance with Section 93b of the Act on Banks. By signing hereof the Purchaser and the Seller (each of them individually) hereby declare that they decline the abovementioned proposal for conclusion of arbitration contract offered by the Escrow Agent.
- 9.4 ICC Arbitration. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the ICC Rules of Arbitration. The Arbitral Tribunal shall be composed of three arbitrators. The place of arbitration shall be Vienna, Austria. The language to be used in the arbitral proceedings shall be English.
- 9.5 Payment under Final Award. Notwithstanding any other provisions of this Agreement, the Escrow Agent shall release the funds in the Escrow Account, or any part thereof without undue delay, but no later than five (5) Banking Days, after receipt of a final, non-appealable award to that effect of the arbitration tribunal rendered pursuant to the Purchase Agreement and/or Clause 9.4 of this Agreement (the “**Final Award**”). In such event, the funds in the Escrow Account shall be paid to the Parties and accounts as specified in such Final Award or specified to the Escrow Agent by any of the Seller or the Purchaser after issuance of the Final Award.

Article X

Final Provisions

- 10.1 No Persons with a Special Relationship to the Escrow Agent. Each of the Purchaser and the Seller hereby represents and warrants that it is not a person with a special relationship to the Escrow Agent as a bank (in Slovak “*osoba s osobitným vzťahom k banke*”) within the meaning of the Act on Banks.
- 10.2 Effectiveness. This Agreement is entered into on the date on which it is executed by the Parties (the Execution Date) and becomes effective on the date following publication in the Central Register of Contracts (*Centrálny register zmlúv*). The Seller shall submit this Agreement for publication in the Central Register of Contracts (*Centrálny register zmlúv*) within three (3) Banking Days after the Execution Date.
- 10.3 Confidentiality. Subject to Clause 10.2 above, the Parties agree to maintain the terms and performance of this Agreement confidential, provided that terms and performance of this Agreement may be disclosed if such disclosure is required by law, pursuant to a final, non-appealable decision of a court or public authority of competent jurisdiction, or as otherwise agreed in writing by all Parties.
- 10.4 No Waiver. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other

right, power or privilege, provided such a right, power or privilege is exercised within the limitation period specified in this Agreement.

- 10.5 Costs. Except as otherwise provided in this Agreement, each of the Parties shall bear its own costs incurred in connection with the preparation, negotiation, execution and implementation of this Agreement and the matters contemplated herein.
- 10.6 Amendments. No variation, supplement, modification to or waiver of this Agreement shall be binding unless made in writing. Unless expressly or otherwise provided for in this Agreement, all of the above must be signed by each of the Parties hereto, except for any waiver, which may be made unilaterally.
- 10.7 Severability. 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.
- 10.8 Counterparts. This Agreement has been executed in 3 (three) counterparts in the English language and each of the Parties shall receive 1 (one) counterpart.

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.

Name: Ing. Roman Sabo
Position: Executive Director

For the Purchaser:

Jaguar Land Rover Slovakia s.r.o.

Name: Nicholas James Sampson
Position: Executive Director

For the Escrow Agent:

UniCredit Bank Czech Republic and Slovakia, a.s. acting through UniCredit Bank Czech Republic and Slovakia, a.s., pobočka zahraničnej banky

Name: Slavomír Mikloš
Position: On the basis of Power of Attorney

Name: Lukáš Kicko
Position: On the basis of Power of Attorney

Schedule 1
Form of Confirmation

From: [●] (the “**Escrow Agent**”)

To: [●] (the “**Seller**”)
and
[●] (the “**Purchaser**”)

[Date]

Re: Escrow Agreement - Confirmation

Dear Sirs,

With reference to:

- (a) the Escrow Agreement entered into between the Escrow Agent, the Purchaser and the Seller on [●] 2017 (the “**Escrow Agreement**”); and
- (b) the terms and definitions set out in the Escrow Agreement,

the Escrow Agent hereby declares that the Escrow Amount has been credited to the Escrow Account.

Kind regards

[Escrow Agent]

[●]

Schedule 2
Form of Purchaser's Instruction

From: [●] (the “**Purchaser**”)

To: [●] (the “**Escrow Agent**”)

[Date]

Re: Escrow Agreement - Purchaser's Instruction

Dear Sirs,

With reference to:

- (a) the Escrow Agreement entered into between the Escrow Agent, the Purchaser and MH Invest, s.r.o., with its registered office at Mlynské Nivy 44/A, 821 09 Bratislava, the Slovak Republic, ID No. 36 724 530 (the “**Seller**”) on [●] 2017 (the “**Escrow Agreement**”); and
- (b) the terms and definitions set out in the Escrow Agreement,

the Purchaser hereby (i) declares it has the claim against the Seller under the Purchase Agreement and (ii) instructs the Escrow Agent in accordance with Clause 3.1 of the Escrow Agreement to release EUR [●] to the Purchaser's Account.

Kind regards

[Purchaser]

[●]

(notarized signature)

Schedule 3
Form of Joint Instruction

From: [●] (the “**Purchaser**”)
[●] (the “**Seller**”)

To: [●] (the “**Escrow Agent**”)

[Date]

Re: Escrow Agreement - Joint Instruction

Dear Sirs,

With reference to:

- (a) the Escrow Agreement entered into between the Escrow Agent, the Purchaser and the Seller on [●] 2017 (the “**Escrow Agreement**”); and
- (b) the terms and definitions set out in the Escrow Agreement,

the Purchaser and the Seller hereby instruct the Escrow Agent in accordance with Clause 3.2 of the Escrow Agreement to release EUR [●] to the following bank account:

[IBAN] [SKxx xxxx xxxx xxxx xxxx]

[SWIFT/BIC]

[Name of account holder]

Kind regards

[Purchaser]

[●]
(*notarized signature*)

[Seller]

[●]
(*notarized signature*)

Schedule 4
Form of Refund Instruction

From: [●] (the “**Purchaser**”)
[●] (the “**Seller**”)

To: [●] (the “**Escrow Agent**”)

[Date]

Re: Escrow Agreement - Refund Instruction

Dear Sirs,

With reference to:

- (a) the Escrow Agreement entered into between the Escrow Agent, the Purchaser and the Seller on [●] 2017 (the “**Escrow Agreement**”); and
- (b) the terms and definitions set out in the Escrow Agreement,

the Purchaser and the Seller hereby (i) declare that [there are no existing Third Party Claims with respect to the Land as defined in the Purchase Agreement/ the number of the Third Party Claims to the Land as defined in the Purchase Agreement has decreased] and (ii) instruct the Escrow Agent in accordance with Clause 3.3 of the Escrow Agreement to release EUR [●] to the Seller’s Account.

Kind regards

[Purchaser]

[●]
(*notarized signature*)

[Seller]

[●]
(*notarized signature*)

Schedule 5
Form of Termination Instruction

From: [●] (the “**Purchaser**”)
[●] (the “**Seller**”)

To: [●] (the “**Escrow Agent**”)

[Date]

Re: Escrow Agreement - Termination Instruction

Dear Sirs,

With reference to:

- (a) the Escrow Agreement entered into between the Escrow Agent, the Purchaser and the Seller on [●] 2017 (the “**Escrow Agreement**”); and
- (b) the terms and definitions set out in the Escrow Agreement,

the Purchaser and the Seller hereby instruct the Escrow Agent in accordance with Clause 4.1(d) of the Escrow Agreement to close the Escrow Account and release any outstanding funds in the Escrow Account to the Seller’s Account.

Kind regards

[Purchaser]

[●]
(*notarized signature*)

[Seller]

[●]
(*notarized signature*)

Schedule 6
Form of Escrow Period Extension Notice

From: [●] (the “**Purchaser**”)
[●] (the “**Seller**”)

To: [●] (the “**Escrow Agent**”)

[Date]

Re: Escrow Agreement - Escrow Period Extension Notice

Dear Sirs,

With reference to:

- (a) the Escrow Agreement entered into between the Escrow Agent, the Purchaser and the Seller on [●] 2017 (the “**Escrow Agreement**”); and
- (b) the terms and definitions set out in the Escrow Agreement,

the Purchaser and the Seller hereby instruct the Escrow Agent to extend the Escrow Period to [●] years from the Execution Date.

Kind regards

[Purchaser]

[●]
(*notarized signature*)

[Seller]

[●]
(*notarized signature*)