

Amendment No. 12
to
Agreement on Transfer of Movable Assets for Consideration and
Subsequent Lease Back of Means of Transport

entered into by and between the following Parties:

The Seller / Lessee

Business name: **Železničná spoločnosť Cargo Slovakia, a.s.**
Registered office: Drieňová 24, 820 09 Bratislava, Slovak Republic
Registration: with the Commercial Register of the Bratislava I District Court;
Section Sa, Insert No. 3496/B
Comp. ID: 35 914 921
Represented by: Ing. Roman Gono, Chairman of the Board of Directors
Ing. Jaroslav Daniška, Vice-chairman of the Boards of Directors

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

and

The Buyer / Lessor

Business name: **Cargo Wagon, a.s.**
Registered office: Lúčna 2, 821 05 Bratislava, Slovak Republic
Registration: with the Commercial Register of the Bratislava I District Court;
Section Sa, insert No. 5889/B
Comp. ID: 47 523 441
Represented by: Ing. Pavel Holomek, Chairman of the Board of Directors
Amit Shantilal Thacker, Member of the Board of Directors

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

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

PREAMBLE

On 18 May 2015, the Parties concluded the Agreement on Transfer of Movable Assets for Consideration and Subsequent Lease Back of Means of Transport, as amended (hereinafter referred to as the “**Agreement**”).

In line with Section 25.3 of the Agreement, the Parties have agreed on this Amendment.

ARTICLE 1

SUBJECT OF AMENDMENT

1.1 Leased Carriages

The Parties agree that Annex No. A (Leased Carriages) to the Agreement shall be replaced by a new Annex No. A (Leased Carriages), which is attached to this Amendment as Annex 1 and creates its inseparable part. The Parties hereby declare that by concluding this Amendment they synchronize the actual state of the Leased Carriages which the Lessee has rented since 1st January 2022 and by signing this Amendment they declare that the since 1st January 2022 Lessee has rented only the Leased Carriages listed in Annex No. 1 to this Amendment.

1.2 Exchange of the Wheelsets

The Parties agree that the quota limit for the Wheelsets Exchanges in 2022 shall be 516 exchanges. In this regard, Section 16.20.1 of the Agreement (*Wheelset Exchange*) shall be replaced with the following wording:

“16.20.1 The Lessor shall perform the Wheelset Exchanges during the Periodic Maintenance and Technical Checks I in the total amount of 7.509 Wheelset Exchanges. The limits for the Wheelset Exchanges are determined separately for each calendar year (from 1 January to 31 December) for the duration of the term of Lease. The Parties have agreed that during the calendar year 2022 the limit is 516 Wheelset Exchanges. In the calendar year 2023, the Lessor shall carry out the remaining number of the Wheelset Exchanges, which shall be determined as the difference between the total number of 7.509 Wheelset Exchanges and the sum of the Wheelset Exchanges carried out till the year 2022 (inclusive), unless the Parties agree otherwise. For the avoidance of doubts, if in any calendar year the determined limit of the Wheelset Exchanges is not reached, the remaining number of the Wheelset Exchanges shall increase the limit in the following calendar year of the term of Lease, unless such Wheelset Exchanges are compensated by the Lessor according to Section 16.20.5 hereof.”

1.3 Adjustment of Rent

The Parties agree that in line with Clauses 14.5 and 14.6 of the Agreement, the unit price of daily rent per each Leased Carriage is increased to 12.35 Euros excluding VAT as of 1st January 2022.

ARTICLE 2

FINAL PROVISIONS

- 2.1 This Amendment becomes valid on the day of its signing by both Parties and effective on the day following the day of publication hereof in accordance with the provisions of Act No. 211/2000 Coll., on Free Access to Information and on amendments and supplements to certain other acts (the Freedom of Information Act), as amended.
- 2.2 This Amendment shall be an integral part of the Agreement. This Amendment has been executed in six (6) counterparts in the Slovak and English languages; each Party shall receive three (3) counterparts in each language version. In the case of any discrepancies or disputes on interpretation between the English and Slovak versions, the English version shall prevail.
- 2.3 The capitalized terms have the same meaning as in the Agreement and in the respective Amendments to it.
- 2.4 The remaining provisions of the Agreement not affected by this Amendment shall remain unchanged and valid.
- 2.5 The Parties represent that they have read this Amendment carefully, have understood the contents of this Amendment and the contents hereof represent their actual and free will, free of any misunderstandings. The Parties consider their expressions of will contained in this Amendment to be certain and clear, not expressed in distress or under flagrantly unfavourable conditions. The Parties are not aware of any circumstances which could cause invalidity of any of the provisions of this Amendment. In witness of their consent to the contents of this Amendment, the Parties have attached their signatures hereunder.

[SIGNATURES OF THE PARTIES ARE ON THE FOLLOWING PAGE]

On behalf of **Železničná spoločnosť Cargo Slovakia, a.s.**

Name and surname: Ing. Roman Gono

Position: Chairman of the Board of Directors

In Bratislava, on: 10 -03- 2022

Name and surname: Ing. Jaroslav Daniška

Position: Vice chairman of the Board of Directors

In Bratislava, on: 10 -03- 2022

On behalf of **Cargo Wagon, a.s.**

Name and surname: Ing. Pavel Holomek

Position: Chairman of the Board of Directors

In Bratislava, on: 09 -03- 2022

Name and surname: Amit Shantilal Thacker

Position: Member of the Board of Directors

In Bratislava, on: 09 -03- 2022