

**Amendment No. 13**  
**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: **Tomášikova 28B, 821 01 Bratislava - mestská časť Ružinov,**  
**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 have agreed that as of 1<sup>st</sup> January 2023, the list of the Leased Carriages in original Annex No. A (Leased Carriages) to the Agreement (as amended) shall be replaced by the new Annex No. A (Leased Carriages) to the Agreement, which is attached to this Amendment as Annex 1 (Leased Carriages) and creates its inseparable part.

Furthermore, the Parties have agreed that as of 1<sup>st</sup> August 2023, an updated list of the Leased Carriages (Annex No. A, Leased Carriages) will be agreed upon beforehand by the Parties and will replace the Annex No. A aforementioned in the paragraph above.

#### **1.2 Exchange of the Wheelsets**

The Parties agree that the Lessor has fulfilled its obligation in relation to the Wheelset Exchanges during the Periodic Maintenance and Technical Checks I in the total amount of 7.509 Wheelset Exchanges, set for the period upto 31<sup>st</sup> July 2023

In Regard to Section 16.23 of Amendment 11 to the Agreement, for the period from 1<sup>st</sup> August 2023 (hereinafter referred to as the "Reference Day") to 31<sup>st</sup> December 2029, the Lessor shall perform a total of 4,755 Wheelsets Exchanges; whereas the number of Wheelsets Exchanges can be adequately adjusted annually by the Lessor based on the reduction of the number of the Leased Carriage pursuant to this Agreement. The Parties agree that the quota limit for the Wheelsets Exchanges in Calendar year 2023 shall be 580 exchanges. The Lessor will start delivering Wheelsets Exchanges as of January 2023 and until the quota limit for the year 2023 has been consumed.

#### **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 12.66 Euros excluding VAT as of 1<sup>st</sup> January 2023, which is the maximum increase of 2.5% as allowed in Section 14.5 of the Agreement.

Furthermore, in accordance with Section 14.6.2. the Parties have agreed that Lessee will pay a lump sum payment of 741 Euros excluding VAT per each Periodic Maintenance and Technical Check I performed by the Lessor during the calendar year 2023. The Lessor will invoice the lump sum at the end of each month multiplied by the number of Periodic Maintenance and Technical Check I performed in that month.

#### **1.4 Exchange of the destroyed Leased Carriage**

The Lessee informed the Lessor about total destruction of the Leased Carriages Rilns 31 56 3552 069-7, Hbis 21 56 224 5492-8 and Eas 31 56 5978 907-9 (hereinafter the **Destroyed Carriages**). The Parties agreed that the lease of the above-mentioned Destroyed Carriages terminated on 31st January 2023, in accordance with Section 17.1.5 of the Agreement.

The Lessee also notified the Lessor that he will not secure a transfer for no remuneration of a replacement railway carriages of the same type as stipulated in the first sentence of the Section 18.7 of the Agreement, and for which the Lessee agrees to pay to the Lessor a compensation fee of 49,058.41 Euros (14,276.10 Euros relating to Rilns 31 56 3552 069-7; 7,914.38 Euros relating to Hbis 21 56 224 5492-8 and 26,867.93 Euros relating to Eas 31 56 5978 907-9) in accordance with the second sentence of the Section 18.7 of the Agreement.

## 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.

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Name and surname: Ing. Roman Gono

Position: Chairman of the Board of Directors

In Bratislava, on:

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Name and surname: Ing. Jaroslav Daniška

Position: Vice chairman of the Board of  
Directors

In Bratislava, on:

On behalf of Cargo Wagon, a.s.

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Name and surname: Ing. Pavel Holomek

Position: Chairman of the Board of Directors

In Bratislava, on:

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Name and surname: Amit Shantilal Thacker

Position: Member of the Board of Directors

In Bratislava, on: