

Dated 11 December 2015

Investment Agreement

among

Jaguar Land Rover Limited

Jaguar Land Rover Slovakia s.r.o.

the Slovak Republic

and

the City of Nitra

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This Investment Agreement (“Agreement”) is entered into on 11 December 2015

Between:

- (1) **Jaguar Land Rover Limited**, a company established under the laws of England and Wales, with its seat at Abbey Road, Whitley, Coventry, CV3 4LF, United Kingdom registered no. 01672070 (the “**Investor**”);
- (2) **Jaguar Land Rover Slovakia s.r.o.**, a company established under the laws of Slovakia, with its registered office at Vysoká 2/B, 811 06 Bratislava, the Slovak Republic, business identification number: 48 302 392, registered in the Commercial Register maintained by the Bratislava I District Court, Section Sro, Insert No. 106220/B (the “**Company**”);
- (3) the **Slovak Republic**, acting through the Ministry of Economy of the Slovak Republic (“**Slovakia**”); and
- (4) the City of Nitra (“**Nitra**”).

Background:

- (A) One of the goals of the Significant Investments Act (as defined below) is to create the appropriate conditions for the development of strategic industrial and technological parks (*strategické priemyselné a technologické parky*) in Slovakia such as the Strategic Park (as defined below).
- (B) Slovakia is currently developing a Strategic Park in the region of Nitra suitable for future investments and use by potentially interested industrial enterprises which will thereby contribute to the general development of the region of Nitra and generally increase the employment therein.
- (C) The Investor is interested in investing in the Strategic Park. In reliance on the commitments made and support agreed to be provided by Slovakia and Nitra under this Agreement and subject to its terms, the Investor will implement the Project (as defined below) through the Company, using modern technology at the Site (as defined below) located within the Strategic Park.
- (D) The Investor recognises the potential benefits arising from the Site and the skills-base and business environment of Slovakia.
- (E) Slovakia recognises the major positive contribution that the completion of the Project at the Site would have for the economy of Slovakia, specifically the region of Nitra.
- (F) Slovakia wishes to support the successful and timely completion of the Project at the Site, *inter alia*, by granting the Investment Aid (as defined below) in accordance with the laws of Slovakia and the EU.
- (G) The Investor recognises that the Investment Aid comprises an incentive to opt to locate the Project on the Site (“*location decision*” in accordance with Article 61(b) of the Regional Aid Guidelines).
- (H) The Company is 85% owned by the Investor and 15% owned by JLR Holdings. The Investor will carry out the Project through the Company and, therefore, the Company submitted an application for the Investment Aid to the Ministry on 27 November 2015.
- (I) The Parties wish to set out in clear terms in this Agreement their respective commitments in relation to the implementation and support of the Project.
- (J) The Parties intend to enter into any necessary agreements that implement in further detail this Agreement.

- (K) At its meeting held on 11 December 2015, the Government of Slovakia approved the Investment Aid and Slovakia's entry into this Agreement and authorised Mr. Robert Fico, the Prime Minister of the Slovak Republic and Mr. Vazil Hudák, the Minister of Economy of the Slovak Republic, to execute this Agreement on behalf of Slovakia.
- (L) At its meeting held on 26 November 2015, the City Council of Nitra took note of Nitra's entry into this Agreement and its execution by Mr. Jozef Dvonč, the Mayor.

It is therefore agreed as follows:

1. Interpretation

- 1.1** In addition to terms defined elsewhere in this Agreement, the definitions and other provisions in Schedule 1 (*Interpretation*) shall apply throughout this Agreement, and this Agreement shall be interpreted in accordance with the interpretation provisions set out in that Schedule.

2. Project

- 2.1** Subject to the terms of this Agreement, in particular, subject to the receipt of Investment Aid, the Investor undertakes to implement the Project at the Site, through the Company, in accordance with the parameters set out in Schedule 2 (*Project Description*).
- 2.2** The Investor shall have no obligation to implement the Project or any remaining part of it through the Company, if it elects to terminate this Agreement pursuant to Clause 13.2.
- 2.3** Subject to the conclusion of a feasible business case assessment, the Investor may decide to make an additional investment in Slovakia. This second investment could increase the investment spend by EUR 520,000,000 to EUR 1,920,000,000 and the employment numbers by 1066 to 3900 by the year 2023. For the avoidance of doubt, any further investment has not been taken into account in the application for and computation of Investment Aid.

3. Investment Aid

3.1 Granting Investment Aid

- (a) Slovakia agrees with the Investor that, in accordance with the Investment Incentives Act and the Regional Aid Guidelines, subject to paragraph (e) below, it will grant and provide to the Company, through the Ministry, the regional aid in relation to the Project in the total amount of EUR 129,812,750 in the manner, amount, structure and expected timeframe set out in this Clause 3 and Schedule 3 (*Investment Aid*) based on the Planned Project Investment to be incurred by the Investor through the Company in respect of the implementation of the Project of EUR 1,406,620,590 (calculated in the "scaled down intensity" pursuant to Articles 89 and 20(c) of the Regional Aid Guidelines) ("**Investment Aid**"). The Investment Aid will be provided as a cash grant for the Investment Costs payable to the Company free of any deductions and or withholdings for Tax or any other reason.
- (b) The Investor agrees and accepts that the amount of Investment Aid set out in paragraph (a) above has been calculated exclusively on the basis of the Project set out in Schedule 2 (*Project Description*), including the amount of the Planned Project Investment, and the structure and time schedule for implementation as set out in that Schedule.
- (c) The Investor agrees and accepts that if, in breach of Section 15(9)(a) of the Investment Incentives Act during the Investment Period and subject to other covenants contained in this Agreement, (i) the Actual Investment Costs calculated for the Investment Period

are lower than 85% (eighty-five percent) of the Planned Project Investment, or (ii) the Actual Newly Created Jobs Figure for the Investment Period is lower than 90% (ninety percent) of the Newly Created Jobs, Slovakia will be entitled to terminate this Agreement in accordance with and under conditions set out in Clause 13.1 and the Company will have the obligation to return the entire amount of Investment Aid received by the Company under this Agreement.

- (d)

- (e) (A) The Investor agrees and accepts that the granting of the Investment Aid is subject to EU Approval. If the European Commission decides, in the first instance, either not to approve the granting of the Investment Aid at all, or to approve it in an amount which is lower than the amount mentioned in paragraph (a), or in a manner or under conditions which are different than those set out in this Agreement and/or which could materially affect the Project, the Investor and/or the Company shall have the option to do any of the following:
 - (i) challenge the decision of the European Commission in its own right before the appropriate EU judicial authorities;
 - (ii) either prior to, during or after (or instead of) the procedure mentioned in sub-paragraph (i), accept in writing such different form or conditions or lower amount of approved Investment Aid, in which case the other provisions of this Agreement shall continue to apply accordingly;
 - (iii) enter into good faith discussions with Slovakia to explore and seek whether this Agreement can continue in force in its current form or in a modified form notwithstanding the approval by the European Commission of Investment Aid in an amount lower than mentioned in paragraph (a).

- (B) If the Investor and Slovakia fail to reach an agreement pursuant to sub-paragraph (e) A (iii) within 3 (three) months from entering into good faith discussions and if the Investment Aid approved by the European Commission is lower than 100% (one hundred percent) of the amount mentioned in paragraph (a), the Investor may either prior to, during or after (or instead of) the procedure mentioned in sub-paragraph (i), terminate this Agreement in accordance with Clause 13.2, except for circumstances where the European Commission decides in the first instance to approve the Investment Aid in an amount lower than the amount mentioned in paragraph (a) due to the fact that the decrease in the amount of the Investment Aid approved by the European Commission was solely due to reasons on the side of the Investor and/or the Company (for example, without limitation, caused by incorrect and/or incomplete information provided by the Investor and/or the Company in the Request for Aid), in which case the Investor is not entitled to terminate this Agreement and shall only be entitled to use the options set out in sub-paragraph (i) or (ii) above. Subject to the limitations set out in this paragraph (e), the Investor's right of termination may be exercised no later than 12 (twelve) months following the decision by the European Commission on approval of the Investment Aid in an amount lower than 100% (one hundred percent) of the amount mentioned in paragraph (a), otherwise the right of termination expires.

- (f) Upon receipt of the EU Approval and subject to the procedure set out in paragraph (e), the Ministry shall, after consultation with the Investor, issue a decision on granting of

the Investment Aid under Section 13(5) of the Investment Incentives Act. The decision shall be incorporated into and form an integral part of this Agreement.

- (g) Slovakia, Nitra and the Investor recognise that certain administrative procedures, filings and decisions need to be made under Slovak law in order for the Investment Aid to be considered finally granted and to be disbursed to the Company (“**Local Approvals**”). The Investor undertakes and warrants that it and/or the Company will comply with any necessary filing and application requirements in order to obtain the Local Approvals. Subject to the provision of Required Cooperation, Slovakia undertakes and warrants that in accordance with the scope of competence of its relevant Government Entities, the Local Approvals will be granted to the Company without undue delay following the Company’s submission of the necessary filings and applications with the relevant Government Entities. Subject to the provision of Required Cooperation, Slovakia agrees to use its best efforts to ensure that the Local Approvals are granted to the Company within the minimum possible time period stipulated by Slovak law.

3.2 Rules applicable to the Investment Aid

- (a) Subject to the terms of this Agreement, the annual time schedule for the disbursement of the Investment Aid shall be set forth in Schedule 3 (*Investment Aid*).
- (b) The Investment Aid shall be disbursed in accordance with Schedule 3 (*Investment Aid*).

3.3 Investment Aid Proceedings

- (a) The Parties shall cooperate and use their best efforts to prepare a notification of the Investment Aid to the European Commission for the purpose of obtaining the EU Approval. The Ministry shall, subject to the Investor’s satisfaction of its undertakings under paragraph (c) below, prepare and submit a notification of the Investment Aid as provided in Section 13 of the Investment Incentives Act (complying with all applicable laws, in particular complying with the Implementing Regulation, and with the terms set out in this Agreement) to the European Commission.
- (b) Slovakia undertakes to the Investor that, in matters arising out of or in connection with the EU Approval, it will:
 - (i) immediately inform the Investor of any material communication between Slovakia (and its bodies, authorities and emanations) and the European Commission; and
 - (ii) allow, to the extent permitted by the European Commission and its procedures, a representative or an advisor of the Investor and/or the Company to attend any meeting between Slovakia (and its bodies, authorities and emanations) and any representative of the European Commission, and will give the Investor a reasonable notice of such meeting. The Investor and Slovakia undertake to each other that they will use their best endeavours to obtain the EU Approval to the Investment Aid as soon as possible.
- (c) The Investor undertakes and warrants that it and/or the Company will comply with any necessary filing and application requirements in order to obtain the EU Approval and provide in that respect the Required Cooperation.

3.4 Revocation

If the European Commission decides on revocation of its decision approving the granting of the Investment Aid (i.e., the EU Approval) pursuant to Article 9 of the Implementing Regulation for reasons other than that incorrect information has been provided by the Investor

or the Company, the Investor together with the Company shall enter into good faith discussions with Slovakia to explore and seek ways for this Agreement to continue in force in a similar form to its current form or in a modified form notwithstanding the decision of the European Commission. If the Investor, the Company and Slovakia fail to reach an agreement pursuant to the previous sentence within 3 (three) months from entering into good faith discussions, the Investor may terminate this Agreement in accordance with Clause 13.2. The Investor's right of termination may be exercised no later than 12 (twelve) months following the decision on revocation by the European Commission as set out above.

4. Acquisition and Preparation of the Site and the Expansion Land

4.1 Demarcation of the Site and the Expansion Land

- (a) The Site constitutes a part of the Strategic Park. The parcels constituting the Site and the Expansion Land are listed in Schedule 4 (*Site and Expansion Land*).
- (b) The General Map contains a specification of the Site within the Strategic Park and the specification of the Expansion Land. In case of an inconsistency between the General Map and the parcels in Schedule 4 (*Site and Expansion Land*), the General Map shall prevail.

4.2 Slovakia's Undertakings

- (a) Slovakia undertakes, represents and warrants that the SPV, a 100% wholly owned subsidiary of the Ministry, shall:
 - (i) become an unrestricted and registered owner of the entire and complete land constituting the Site no later than by the dates specified in Schedule 5 (*Preparation of the Site*);
 - (ii) allow or arrange for reasonable access of the Investor, the Company and/or their advisors and contractors to the Public Land comprising the Site and (in as much extent as possible) to the Private Land comprising the Site for the purpose of usual surveys and preparation of the Project to the extent that such access does not restrict the Remediation Works and other actions summarised in Schedule 5 (*Preparation of the Site*);
 - (iii) procure that the Remediation Works and other actions summarised in Schedule 5 (*Preparation of the Site*) are completed within the time frame stated therein;
 - (iv) transfer the Site to the Company in accordance with this Agreement; whereas as soon as the SPV becomes the owner of the land constituting the Site and the Expansion Land as outlined in Clauses 4.3 and 4.4, it shall provide the Company with reasonable access to it for the purpose of conducting such studies, inspections and tests as the Company deems desirable;
 - (v) execute the Site Future Purchase Agreement on the same day when the Parties execute this Agreement;
 - (vi) carry out any other tasks eventually agreed between the parties in any Implementation Agreement; and
 - (vii) provided that the Company makes the Expansion Land Call within 10 (ten) years from the date of execution of the Site Purchase Agreement:
 - (A) become an unrestricted and registered owner of the entire and complete land constituting the Expansion Land following the process outlined in

Clauses 4.3 and 4.4, and in any case within the Expansion Land Delivery Period;

- (B) fulfil all statutory requirements in respect of the acquired Expansion Land so that the Expansion Land can be transferred under the Expansion Land Purchase Agreement;
 - (C) negotiate in good faith and exert its best efforts to execute the Expansion Land Future Purchase Agreement within 4 (four) weeks from the due delivery of the Expansion Land Call with the understanding that the undertakings under Clauses 4.3 to 4.6 with respect to the Expansion Land are conditional upon execution of the Expansion Land Future Purchase Agreement;
 - (D) complete the Expansion Land Remediation Works to the extent necessary so that the Expansion Land is in materially the same technical standard as the Site and the rest of the Strategic Park (in particular in relation to flood risk control and construction piling quality) within the Expansion Land Delivery Period; it being understood that the extent of the Expansion Land Remediation Works shall be discussed and agreed between the Parties after execution of this Agreement and form part of the Expansion Land Future Purchase Agreement; and
 - (E) execute the Expansion Land Purchase Agreement within terms agreed in the Expansion Land Future Purchase Agreement.
- (b) Slovakia further undertakes to:
- (i) ensure that the SPV duly and timely satisfies and complies with all its obligations, representations and warranties under the Future Purchase Agreements and/or the Purchase Agreements, or any obligations arising in connection with such agreements;
 - (ii) upon written request of the Company to Slovakia, which shall be made no later than 10 (ten) years from execution of the Site Purchase Agreement (the “**Expansion Land Call**”), procure that the Strategic Park is extended so that it includes the Expansion Land; for avoidance of doubt and unless expressly stated otherwise in the Agreement, any reference to the acquisition or disposition with the Expansion Land shall be applicable subject to the Company making the Expansion Land Call;
 - (iii) ensure that without prior written consent of the Investor, no part of the ownership interest in, or enterprise of, the SPV is in any way transferred and that no similar corporate action is taken or Change of Control takes place, other than to an Affiliate of the SPV (where no prior written consent of the Investor is required), and that Slovakia remains to control the SPV so long as the SPV has any liabilities under this Agreement, or any Implementation Agreement.

4.3 Acquisition of the Public Land

- (a) Slovakia shall ensure that the respective Public Entity that is registered as the owner of the Public Land comprising the Site shall enter into final and binding sale-purchase agreement(s) with the SPV on the sale of the Public Land comprising the Site or that the Public Land comprising the Site is otherwise acquired by the SPV by the date(s) specified in Schedule 5 (*Preparation of Site*).

- (b) Slovakia shall ensure that the SPV: (i) pays the purchase price for the Public Land in full; and (ii) applies for the registration and is registered in the Cadastral Register as the owner of the Public Land comprising the Site by the date(s) specified in Schedule 5 (*Preparation of the Site*).
- (c) Upon the Company's request, in the event of a delay in the acquisition of the Site and/or the Expansion Land by the Company not caused substantially (applying analogous Slovak law principles on assessing existence of a causal nexus as the statutory liability for damage) by a default of the Investor or the Company, Slovakia shall ensure that the respective Public Entities provide the Investor or the Company with any and all Construction Rights necessary for the issuance of the Building Permit (or, in the case of Expansion Land, a building permit) and the commencement of the construction until the Company acquires the ownership title to the entire Site and/or the Expansion Land.

4.4 Acquisition of the Private Land

- (a) Slovakia shall exert its best efforts to ensure that the current owners of all parts of the Site enter into a final and binding sale-purchase agreement with the SPV on the sale of the entire Private Land comprising the Site by the date(s) specified in Schedule 5 (*Preparation of the Site*).
- (b) In the event that some parcels constituting the Private Land cannot be acquired from the owners by agreement, Slovakia shall undertake to consider, in accordance with and subject to law and applying the constitutional principle of proportionality of interference of the state with the right of ownership, that the relevant expropriation proceedings are pursued in relation to these parcels in cases where the conditions of the public interest followed by this Agreement cannot be fulfilled by other means.
- (c) Slovakia shall ensure that the SPV (i) pays the purchase price or the respective consideration for all of the Private Land in full; and (ii) applies for the registration and is registered in the Cadastral Register as the owner of the Private Land comprising the Site by the date(s) specified in Schedule 5 (*Preparation of the Site*).
- (d) Upon the Company's request, in the event of a delay in the acquisition of the Site and/or the Expansion Land by the Company not caused substantially (applying analogous Slovak law principles on assessing existence of a causal nexus as the statutory liability for damage) by the default of the Investor or the Company, Slovakia shall exert its best efforts to ensure that the current owner(s) of the Private Land provide the Investor or the Company with any and all Construction Rights necessary to issue the Building Permit (or, in the case of Expansion Land, a building permit) and the commencement of the construction of the Project on the Private Land, and maintain their validity and effectiveness until the Company acquires the ownership title to the entire Site and/or the Expansion Land.

4.5 Land Reorganization

- (a) Promptly after the SPV's acquisition of the Public Land and the Private Land comprising the Site, but not later than the date specified in Schedule 5 (*Preparation of the Site*), Slovakia shall ensure through the SPV that a geometrical plan(s) reflecting the borders of the Site is prepared and approved by the respective authorities as required by law, and is generally in a condition to be attached to the Site Purchase Agreement for the purposes of acquisition of the Site (and the necessary land divisions to reflect the borders of the Site).
- (b) Promptly after the SPV's acquisition of the Public Land and the Private Land comprising the Expansion Land, but not later than prior to the execution of the

Expansion Land Purchase Agreement, Slovakia shall ensure through the SPV that a geometrical plan(s) reflecting the borders of the Expansion Land is prepared and approved by the respective authorities as required by law, and is generally in a condition to be attached to the Expansion Land Purchase Agreement for the purposes of acquisition of the Expansion Land (and the necessary land divisions to reflect the borders of the Expansion Land).

4.6 Remediation Works and Cooperation

- (a) In addition to the Site Remediation Works (as outlined in Schedule 5 (*Preparation of the Site*)), Slovakia and Nitra shall ensure, in their own names or through the SPV, that the relevant authorities provide assistance so that the permits, decisions or documents specified below which are necessary for the commencement of the construction of the Project on the Site are issued or obtained by the SPV or the Company (as specified in Schedule 5 (*Preparation of the Site*) or as otherwise agreed between Slovakia and the Investor) within the timeline specified in Schedule 5 (*Preparation of the Site*), provided that the Required Cooperation is provided by the Investor (or the Company) in particular, without limitation:
- (i) Local Master Plans and Zoning Permit;
 - (ii) certificate of "significant investment" pursuant to Clause 5.1;
 - (iii) decision on the release of the agricultural land under paragraph (b) of this Clause 4.6 (if applicable);
 - (iv) any and all agreements and decisions of the administrative authorities related to the relevant surveys specified in Schedule 5 (*Preparation of the Site*);
 - (v) an environmental impact assessment (EIA) related to the performance of the Project on the Site;
 - (vi) a Building Permit; and
 - (vii) any other permits, decisions or opinions of the relevant authorities necessary for the performance of the Project on the Site.

Other than in relation to Part A (*Site Timeline*) of Schedule 5 (*Preparation of the Site*), the provisions of this Clause 4.6(a) shall apply to the Expansion Land *mutatis mutandis*.

- (b) Slovakia declares that no part of the Site and no part of the Expansion Land will be classified as agricultural land pursuant to Act No. 220/2004 Coll. on the Protection and Use of the Agricultural Land, as amended prior to their sale to the Company.
- (c) The Parties declare that Slovakia, Nitra and/or the SPV are responsible for execution of the Site Remediation Works as outlined in Schedule 5 (*Preparation of the Site*) and shall be responsible for the Expansion Land Remediation Works (subject to reaching the agreement on the timing and scope of the Expansion Land Remediation Works as provided in Clause 4.2(a)(vii)(D)), Slovakia and Nitra declare that the Site Remediation Works form an essential investment into the Site so that the Strategic Park becomes a suitable location for large-scale investment activities for domestic and/or international investors in the Nitra Region. As such works represent an essential investment of Slovakia, Nitra and/or the SPV and benefit the entire Strategic Park as well as the surrounding areas, Slovakia, Nitra and the SPV have agreed that the costs and risks of such works shall be borne by the SPV.

- (d) The Parties acknowledge that at the time of acquisition of the Site by the Company, the Site Remediation Works may not be complete. For the avoidance of doubt, the Investor agrees (i) to allow the Company to enter into the Purchase Agreement under the terms of this Agreement before completion of such works; and (ii) allow the SPV to access the Site and to complete such works (at the SPV's cost and risk) after the Company becomes the registered owner of the Site.

4.7 Delay in the Acquisition of the Site and the Expansion Land and the Remediation Works

- (a) Subject to the terms and conditions specified in Clause 3.1(f), Slovakia shall ensure, in its own name or through a Third Party, that the acts and procedures as specified in Clauses 4.2 to 4.6 are duly and punctually performed without delay; otherwise, the Investor and/or the Company shall not be held liable for any delay in the performance of their obligations and/or for the failure to meet the time limits within which the Investor and/or the Company are obliged to perform their liabilities hereunder during and as a result of such delays caused by Slovakia. In such event, the time limits determined for the Investor and/or the Company shall be reasonably extended by the period of such delay.
- (b) If, however, the delay is caused substantially (applying analogous Slovak law principles on assessing existence of a causal nexus as the statutory liability for damage) by the Investor's failure to provide the Required Cooperation which is necessary and which was required by Slovakia in writing for the performance of the relevant act or procedure, the relevant period determined for Slovakia shall be extended for the same number of days during which the Investor or the Company was provably in delay with the provision of the Required Cooperation.

4.8 Sale of the Site and Expansion Land to the Company

- (a) Without undue delay after the acquisition of the Public Land pursuant to Clause 4.3 and the Private Land pursuant to Clause 4.4, the completion of the land reorganization under Clause 4.5, and in accordance with the terms of the respective Future Purchase Agreement, but as regards the Site in any case no later than the periods specified in Schedule 5 (*Preparation of the Site*), unless agreed otherwise by the Parties, Slovakia and the Investor shall procure that the SPV and the Company enter into the Purchase Agreements (for the purchase price payable pursuant to paragraphs (b) and (c) below). Slovakia shall ensure that the Site and the Expansion Land shall be sold to the Company:
 - (i) in their entirety, comprising all parts of the Public Land and the Private Land;
 - (ii) free of any Encumbrances, any liabilities related thereto and any other defects (whether factual or legal) as provided in the respective Purchase Agreement; and
 - (iii) eligible for the construction and industrial purposes intended by the Company within the Project under this Agreement (with respect to the Expansion Land subject to reaching the arrangement on the scope of the Expansion Land Remediation Works as provided in Clause 4.2(a)(vii)(D)).
- (b) The open market value of the land comprising the Site was determined by the Expert Opinions before execution of this Agreement on the basis that any and all Site Remediation Works and the Commission Communication on State aid elements in sales of land and buildings (97/C 209/03) were taken into account by the Experts in their Expert Opinions. The purchase price for transfer of the Site to the Company is the average of the values determined by the Expert Opinions. The purchase price for the

Site and the manner of its payment are specified in the Site Future Purchase Agreement. The purchase price shall form the complete and final consideration for the transfer of the Site in a condition as required hereunder.

- (c) In respect of the Expansion Land, the Parties shall ensure that expert opinions are prepared according to the same standards and principles as the Expert Opinions in respect to the open-market value of the Site and are completed before the conclusion of the Expansion Land Purchase Agreement. The purchase price for transfer of the Expansion Land to the Company shall be the average of the values determined by the expert opinions.
- (d) At any time, even prior to the performance of the terms and conditions under paragraph (a) above, the Company shall be entitled to require in writing that the SPV enter into the Site Purchase Agreement and transfers the Site (or any part thereof), or respectively, into the Expansion Land Purchase Agreement and transfer the Expansion Land (or any part thereof) if the deadline specified herein for the performance of the activity set out in paragraph (a) above is not met in all substantial respects. In such case, on the date on which the transfer of the Site and/or the Expansion Land (or any part thereof) becomes effective:
 - (i) any and all of Slovakia's non-performed liabilities to ensure a certain act, result or activity by the SPV shall be deemed transformed to the obligation to provide any and all reasonable assistance to the Company or Investor upon the ensuring of such act, result or activity;
 - (ii) the Company shall be entitled to assume any and all rights and obligations arising from any agreement entered into by the SPV for the purposes of the acquisition of the Site and/or the Expansion Land and the SPV will be obliged to provide to the Company with all necessary support for the purpose of assuming any and all such rights and obligations.

4.9 Rights in respect of the North Land

- (a) Slovakia and the SPV declare that the North Land is a part of the Strategic Park. The SPV is in the process of acquisition of the land comprising the North Land.
- (b) The SPV shall, for a period of 20 (twenty) years from the date of execution of the Site Purchase Agreement, grant a right of first refusal to the Company to the North Land and any of its parts under the terms set out in the Site Future Purchase Agreement.

4.10 Rights in respect of the South Land

- (a) Slovakia and the SPV declare that the South Land is a part of the Strategic Park. The SPV is in the process of acquisition of the land comprising the South Land.
- (b) The SPV shall grant an option to the Company to buy the South Land or any of its parts within 12 (twelve) months from execution of the Site Purchase Agreement under the terms set out in the Site Future Purchase Agreement.

5. Other Support

5.1 Designation as a "significant investment"

Upon a request of the Investor, the Ministry shall issue the Investor or the Company a certificate of "significant investment" within the meaning of the Significant Investments Act in respect of the Project without undue delay and not later than 60 (sixty) days from submitting the request, provided the request complies with the requirements under the

Significant Investments Act. Pursuant to the certificate, the development of the Project shall be designated as a "significant investment".

5.2 Other support for approvals

All necessary approvals, licenses, permits, tax rulings and all other steps including the delivery of any benefits, services or decisions which are required to be taken, issued, granted, delivered or done, as the case may be, by the Government of Slovakia and other bodies of Slovakia and Nitra that are necessary for the implementation of the Project shall be taken, issued, granted, delivered or done, as the case may be, in the manner and by the dates set out herein.

5.3 Support by Nitra

Nitra undertakes to support the successful implementation of the Project, including, without limitation, the issuance of all necessary approvals, permits and decisions in a timely manner and the taking of other steps which are within its competence that will support the implementation of the Project or which may otherwise be reasonably requested by the Investor or the Company. In the event that Nitra and/or a Government Entity fail to adequately resolve any material matters raised by the Investor and/or the Company under the Agreement, Slovakia will use its best endeavours to coordinate and resolve the matter.

5.4 Further support of Slovakia and Nitra

- (a) Subject to the terms of this Agreement and with the understanding that the following may be, without limitation, for the benefit of Nitra, Slovakia, the Strategic Park and investors to the Strategic Park, including, inter alia, the Investor, Slovakia and/or Nitra, as applicable undertakes to provide further support as follows:
 - (i) to use best efforts to increase the number of engineering and other relevant courses at universities and technical schools relevant for the automotive industry;
 - (ii) to use best efforts to ensure an effective environment for employee relations for investors;
 - (iii) to use best efforts to ensure the operation of an employee recruitment program and related initiatives to accommodate the required number of applicants and to utilise existing financial tools supporting labour mobility;
 - (iv) to use their best efforts to enhance the quality of life in Nitra and surrounding areas;
 - (v) to seek expedited granting of residence permits for non-EU nationals;
 - (vi) to use their best efforts to enhance the establishment of residential developments within the vicinity of the Strategic Park by third party providers; and
 - (vii) to use their best efforts to not change the non-taxation status of test vehicles.
- (b) Subject to the terms of this Agreement, Slovakia shall use its best endeavours to procure that any third party operator of operational, infrastructural and utility services to users of the Strategic Park provides such services on a fair, reasonable, continuous and non-discriminatory basis.
- (c) Subject to the terms of this Agreement, Slovakia shall use its best endeavours to ensure that:

- (i) The Company shall have a dedicated, senior named point of contact in the tax authority for VAT matters;
 - (ii) The tax authorities of Slovakia shall repay any excess input VAT to the Company without undue delay in accordance with law;
 - (iii) The tax authorities of Slovakia shall fairly resolve any audits in respect of the Company's tax affairs without undue delay in accordance with law;
 - (iv) The Company and the tax authorities of Slovakia shall co-operate within the measures permitted by law in order to resolve any issues or concerns (i) that may cause delay in any repayment of VAT or (ii) in relation to any application for available advanced pricing agreements (if applicable);
 - (v) The Company shall have a dedicated, senior named point of contact in the customs authority for customs matters;
 - (vi) The Company and customs authorities of Slovakia shall co-operate within the measures permitted by law in order to resolve any issues or concerns in relation to any application for inward processing relief and obtaining authorised economic operator status by the Company;
 - (vii) The customs authorities of Slovakia shall facilitate the Company's application for the inward processing relief suspension regime and authorised economic operator status and approve these without undue delay in accordance with law once the Company has met its relevant obligations; and
 - (viii) The customs authorities of Slovakia shall fairly resolve any customs issues (whether arising as a result of an inspection or otherwise).
- (d) Subject to the terms of this Agreement Slovakia shall exercise its best efforts that the Investor and/or the Company be notified of any material changes in laws or enactments of new laws in Slovakia which may have a material detrimental impact on the business of the Company. Slovakia shall provide such notification in writing in the English language or Slovak language as soon as possible after the occurrence of any relevant development.

6. Procedural Matters

6.1 Appointment of Coordinators

- (a) The Investor and Slovakia agree to designate the persons listed in Schedule 9 (*Coordinators*) as their key co-coordinating persons through whom all contact, correspondence and communications in respect of the Project shall be channelled.
- (b) Each Party may, from time to time, through the contact persons designated in Schedule 9 (*Coordinators*), designate additional contact persons, alternative persons or professional advisors through whom the other Party may also communicate in relation to the Project, provided that any replacements to the original key coordinating persons will be of comparable seniority, will have a good command of English and necessary technical and professional skills.

7. Covenants

7.1 Covenants by the Investor

Subject to the terms of this Agreement and for the benefit of Slovakia, each of the Investor and the Company hereby covenants the following:

- (a) To implement the Project at the Site through the Company, in accordance with the time frame and parameters set out in Schedule 2 (*Project Description*);
- (b) To ensure that the Investor covers the Investment Costs in the minimum amount pursuant to Section 4(5)(a) of the Investment Incentives Act from the Company's own equity (*vlastné imanie*);
- (c) To ensure that at least 60% (sixty percent) of the Actual Investment Costs (i.e. of the total value of procured fixed long term tangible assets and fixed long term intangible assets) were incurred for the acquisition of new manufacturing and technological devices intended for production purposes in accordance with Section 4(5)(b) of the Investment Incentives Act;
- (d) In accordance with Section 4(5)(c) of the Investment Incentives Act, to ensure that the Project is realised in accordance with environment protection laws;
- (e) To provide the Ministry or any other relevant Government Entity with information which each of them may reasonably request pursuant to the relevant legal regulations relating to the provision of the Investment Aid, and the manner in which the monies representing the Investment Aid were spent, including the provision of Eligible Costs sheets and copies of expense sheets of the Company;
- (f) To allow the Ministry or any other relevant Government Entity and its officials to perform inspection visits at the Company during normal business hours after prior written notice thereof is given to the Company at least 10 (ten) Business Days in advance, in order to verify the use of the Investment Aid, the legitimacy of incurred costs and the Company's adherence to the conditions for the provision of the Investment Aid to the Company;
- (g) To ensure that the Company maintains the tangible and intangible assets, for acquisition of which the Investment Aid was provided, in the extent and structure pursuant to Section 15(1) of the Investment Incentives Act, save for replacement of the assets due to technical changes under Section 15(2) of the Investment Incentives Act;
- (h) In accordance with Section 15(6) of the Investment Incentives Act, to ensure that its contribution to the financing of the Project through the Company is at least 25% (twenty-five percent) of the Investment Costs;
- (i) In accordance with Section 15(9)(a) of the Investment Incentives Act, not to make any changes to the Project during the Investment Period as a result of which (i) the Actual Investment Costs calculated for the Investment Period are lower than 85% (eighty-five percent) of the Planned Project Investment, or (ii) the Actual Newly Created Jobs Figure for the Investment Period is lower than 90% (ninety percent) of the Newly Created Jobs;
- (j) In accordance with Section 15(9)(b) of the Investment Incentives Act, to operate through the Company the manufacturing facility at the Site (i.e. to maintain the Project) during the Investment Period;
- (k) Execute the Site Future Purchase Agreement on the same day when the Parties execute this Agreement;

- (l) Generally, to meet and fulfil all its obligations and undertakings contained in and arising from this Agreement and to adhere to any other applicable mandatory obligations set out in the Investment Incentives Act;
- (m) Provided that the Company makes the Expansion Land Call within 10 (ten) years from the date of execution of the Site Purchase Agreement:
 - (i) to negotiate in good faith and execute with the SPV the Expansion Land Future Purchase Agreement and to exert its best efforts to execute the Expansion Land Future Purchase Agreement within 4 (four) weeks from the due delivery of the Expansion Land Call; and
 - (ii) to execute the Expansion Land Purchase Agreement within terms agreed in the Expansion Land Future Purchase Agreement.

7.2 Covenants by Slovakia

Subject to the terms of this Agreement and for the benefit of the Investor, Slovakia hereby covenants the following:

- (a) To provide the Investment Aid to the Company under the conditions of this Agreement;
- (b) To ensure the transfer of the Site and the Expansion Land to the Company under terms and conditions set forth in this Agreement;
- (c) To provide the Company and/or the Investor with all the support and assistance which the Company and/or the Investor may reasonably require in order to give effect to the terms of this Agreement or which is necessary in order for the Project to be realised in accordance with this Agreement;
- (d) To ensure that the state budget for the relevant years has sufficient funds within the relevant budget chapters to meet its obligations to pay the Investment Aid and other costs as provided under this Agreement;
- (e) To maintain Significant Investment Status for the Strategic Park for at least 7 (seven) years; and
- (f) Generally, to meet and fulfil all its obligations and undertakings contained in and arising from this Agreement and to adhere to any and all applicable obligations set out in the Investment Incentives Act.

8. Representations and Warranties

- 8.1** The Investor represents and warrants to Slovakia and/or Nitra that each of the statements set out by the Investor in Schedule 8 (*Warranties*) is true and accurate as of the date of this Agreement.
- 8.2** The Company represents and warrants to Slovakia and/or Nitra that each of the statements set out by the Company in Schedule 8 (*Warranties*) is true and accurate as of the date of this Agreement.
- 8.3** Slovakia represents and warrants to the Investor and/or the Company that each of the statements set out by Slovakia in Schedule 8 (*Warranties*) is true and accurate as of the date of this Agreement.
- 8.4** Nitra represents and warrants to the Investor and/or the Company that each of the statements set out by Nitra in Schedule 8 (*Warranties*) is true and accurate as of the date of this Agreement.

9. Indemnification

- 9.1** Each of Slovakia and/or Nitra undertakes to compensate the Investor for any Losses incurred by it as a result of or in connection with a breach of their/its respective obligations under this Agreement, or the inaccurate nature of any of the Warranties given by Slovakia and/or Nitra to the Investor, unless it is proven that such breach or inaccurate nature was caused by an Event of Force Majeure.
- 9.2** Slovakia undertakes to compensate the Investor and/or the Company for any Losses incurred by it as a result of or in connection with a successful challenge of any expropriation proceedings referred to in Clause 4.4(b) of this Agreement in a Slovak court.
- 9.3** Slovakia undertakes that the milestones regarding the Site and the Expansion Land are achieved by the agreed deadline set out in Schedule 6 (*Milestones*). Failure to achieve the agreed deadlines and remedy periods triggers the Investor's right for compensation and/or eventually the right of the Investor to terminate this Agreement, if and as provided so in Schedule 6 (*Milestones*). The Investor and/or the Company are entitled to compensation for Losses in respect of the failure to achieve the milestones in addition to the compensation specifically provided in Schedule 6 (*Milestones*), but any compensation payable pursuant to Schedule 6 (*Milestones*) to the Investor and/or the Company shall be accounted for and deducted from the Losses.
- 9.4** The Investor undertakes to compensate Slovakia and/or Nitra for any Losses incurred by Slovakia and/or Nitra as a result of or in connection with a breach of the Investor's and/or the Company's obligations under this Agreement, or the inaccurate nature of any of the Warranties given by the Investor to Slovakia and/or Nitra, unless it is proven that such breach or inaccurate nature was caused by an Event of Force Majeure. The Investor, however, shall not be obliged or held liable to reimburse Slovakia for any costs (whether factual, administrative or any other) of any works, including the Site Remediation Works that were done for the benefit of the Strategic Park and/or from which Slovakia, Nitra or any other third party, including any potential investors, may benefit, other than, or in respect of, the Investment Aid and/or the sale of the Site, the Expansion Land, the North Land and/or the South Land.

10. Force Majeure

- 10.1** None of the Parties shall be liable for the non-performance of their respective obligations resulting from the occurrence of an Event of Force Majeure. Furthermore, the obligations affected by such occurrence shall be suspended for the duration of such Event of Force Majeure.
- 10.2** Any Party that invokes an Event of Force Majeure shall notify the other Party in writing of the main elements of such Event of Force Majeure and its probable consequences as soon as possible but in any case within 30 (thirty) days of observing or becoming aware of it.
- 10.3** In all cases, the Party concerned shall take all necessary measures to minimise the impact of the Event of Force Majeure on the performance of its obligations and to ensure, as soon as possible, the resumption of the normal performance of the obligations affected by the Event of Force Majeure.
- 10.4** If the suspension of obligations resulting from an Event of Force Majeure exceeds 3 (three) months, the Parties shall meet as soon as possible to examine the impact of the events on the implementation of the Project. The Parties shall consider all solutions permitting the adaptation of the Project to the new situation, taking into account, in particular, all measures which would permit the Investor to continue with the Project.

10.5 If an Event of Force Majeure lasts for more than 6 (six) months and where the Parties have agreed or where an arbitral tribunal hereunder has decided that it is impossible under the circumstances to adapt the Project to make it economically feasible due to the Event of Force Majeure, either Party may terminate this Agreement.

11. Confidentiality

11.1 Confidentiality undertakings

- (a) The Parties agree that in connection with the Project:
 - (i) Slovakia and/or Nitra shall ensure that it and any Government Entity and their employees, agents, representatives and advisors maintain the confidentiality of all Confidential Information, and that such Confidential Information shall not be used by them or their employees, agents, representatives or advisors other than specifically for the purposes of the Project; and
 - (ii) the Investor shall ensure that its employees, agents, representatives and advisors and/or employees, agents, representatives and advisors of the Company maintain the confidentiality of all Confidential Information, and that such Confidential Information shall not be used by the Investor and the Company, or their employees, agents, representatives or advisors other than specifically for the purposes of the Project.
- (b) This confidentiality obligation shall not apply to information which:
 - (i) is publicly available at the time of its disclosure to the Investor, Company, Slovakia or to any Government Entity;
 - (ii) becomes generally available to the public after it has been provided to the Investor, Company or Slovakia, except for cases when it became publicly available due to a breach of this Clause;
 - (iii) in relation to Confidential Information that is provided by the Investor and/or the Company and explicitly designated in writing by the Investor and/or the Company as non-confidential, and in relation to Confidential Information that is provided by Slovakia or Nitra and is explicitly designated in writing by the Ministry or Nitra, respectively, as non-confidential; or
 - (iv) is disclosed pursuant to a requirement that it be disclosed by law (including the Freedom of Information Act), a competent court, an applicable regulatory authority or an authority adjudicating a dispute between the parties, subject to the disclosing party informing the other parties, as promptly as practicable, in advance of the requirement for such a disclosure; such disclosure is to be made only after informing the other parties, if possible, and after the disclosing party has consulted with the other party with a view to minimising the disclosure and mitigating the manner of disclosure.
- (c) A Party may disclose Confidential Information to its auditors or external advisors, subject to such entities being informed of and acceding to a confidentiality undertaking on terms substantially similar to this Clause.
- (d) The Investor and/or the Company may disclose Confidential Information to its shareholders, controlling bodies or other entities within its group.
- (e) Neither Party, nor their employees, agents, representatives or advisors shall make or permit to be made any announcement or other disclosure concerning the subject of this

Agreement or any ancillary matter without the consent of the other Party, or any such disclosure at all concerning the subject of this Agreement or any ancillary matter, except for matters pursuant to Clause 11.2.

- (f) Slovakia and Nitra shall each ensure that any of its employees who come into contact with Project related Confidential Information, as well as any agents, representatives and advisors are aware of this Clause and are bound to observe its terms in perpetuity regardless of any change of contractual status of such person or entity.
- (g) The Investor and the Company shall each ensure that any of its employees who come into contact with Project related Confidential Information, as well as any agents, representatives and advisors are aware of this Clause and are bound to observe its terms in perpetuity regardless of any change of contractual status of such person or entity.

11.2 Provision of information under the Freedom of Information Act

The Parties recognise that this Agreement contains provisions containing information which must be disclosed upon request pursuant to the Freedom of Information Act. The Parties agree, to the extent possible under Slovak law, that the contents of Clause 3.1(d) and Schedules 2, 3, 5, 6, 7 and 9 contain the commercial secrets of the Parties that may not be disclosed. The Parties further agree that the Investor will, to the extent permitted by law, be notified in advance of the nature of any disclosure of provisions in the Agreement containing information which must be disclosed upon request pursuant to the Freedom of Information Act before such disclosure is made.

11.3 Announcements and press releases

Prior to the publication of any press release or any other form of public announcement by any Party in connection with the subject of this Agreement, the Parties shall consult and agree on the form of such press release or public announcement to ensure that it is made in a positive and constructive manner.

12. Notices

12.1 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:

- (a) to the Investor at:

Jaguar Land Rover Limited
Abbey Road
Whitley
Coventry
CV3 4LF
United Kingdom

Phone: + 44 2476 303080

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

- (b) to Slovakia at:

Ministry of Economy of the Slovak Republic
Mierová 19
827 15 Bratislava
Slovakia

Phone: + 421 2 4854 7003
Fax: + 421 2 4854 7002

Attention: Minister of Economy

with a copy to:

MH Invest, s.r.o.
Mlynské nivy 44/a
825 11 Bratislava
Slovakia

Phone: +421 2 5828 0511
Fax: +421 2 5828 0599

Attention: Executive Director

(c) to Nitra at:

Nitra Municipal Office
Štefánikova trieda 60
950 06 Nitra
Slovakia

Phone: +421 37 650 2112
Fax: + 421 37 651 7329

Attention: the Mayor

(d) to the Company at:

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.

12.2 Any notice or other communication shall be deemed to have been given:

- (a) if delivered by hand, registered post, courier using an internationally recognised courier company, at the time of delivery; or
- (b) 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.

13. Termination

13.1 Termination by Slovakia

- (a) Slovakia may, by a notice to the Investor, the Company and Nitra, terminate this Agreement and all Implementation Agreements in the event that:
 - (i) an event pursuant to Clause 3.1(c) has occurred;
 - (ii) the Investor, and/or the Investor through the Company, breaches in material respect its obligations pursuant to Clauses 7.1(a) and/or 7.1(d) - 7.1(f);
 - (iii) the Investor, and/or the Investor through the Company, breaches its obligations pursuant to Clauses 7.1(b), 7.1(c), and/or 7.1(g) - 7.1(j);
 - (iv) Slovakia has pursued termination of this Agreement pursuant to Clause 10.5; or
 - (v) the Site Future Purchase Agreement or the Site Purchase Agreement is terminated by any of the parties thereto for a reason other than the termination of the Agreement or is declared to be null and void and not replaced as anticipated therein.
- (b) Prior to the termination by Slovakia, Slovakia is obliged to notify the Investor of the intention to terminate and provide the Investor an additional reasonable period of time, but not less than 30 (thirty) days in respect of the termination under Clauses 13.1(a)(i), 13.1(a)(ii), 13.1(a)(iv) or 13.1(a)(v), and no less than 60 (sixty) days in respect of the termination under Clause 13.1(a)(iii), to rectify the situation and/or find an amicable solution satisfactory to the Parties.
- (c) Without limitation of other remedies to Slovakia and/or Nitra under this Agreement, following the termination by Slovakia, the Investor (or the Investor through the Company) shall be obliged to return to Slovakia the full amount of all Investment Aid actually received by the Company, together with interest calculated pursuant to the EU Interest Communication within 60 (sixty) days after receipt of the termination notice.
- (d) Following the termination of this Agreement by Slovakia under Clause 13.1(a)(i), (ii), (iii) and (v) from the effective date of the termination, this Agreement shall be deemed to have been terminated and the Parties specifically agree that the following shall apply:
 - (i) the Investor shall have no obligation to make further investments;
 - (ii) in the event the termination takes place before the commencement of the Investor Specific Preparatory Works (A) the SPV will have the right to retain the Site and the Expansion Land and/or require the Investor and/or the Company to return the Site and the Expansion Land (or any part thereof) to the SPV and Slovakia will ensure that the SPV returns the amount of the full purchase price paid to the Company (as applicable), and (B) the Investor and/or the Company will have no obligation to return the Site or the Expansion Land (or any part thereof) to its original condition and shall bear no cost in respect of returning the Site and the Expansion Land (if applicable) (or any part thereof) to its original condition;
 - (iii) if the termination takes place after the commencement of the Investor Specific Preparatory Works, the Investor shall, if it has not already done so, purchase the Site and, if it exercised the Expansion Land Call, purchase the Expansion Land and pay the purchase price therefore (as applicable) and/or shall retain the Site and the Expansion Land (as applicable);

- (iv) neither the Investor nor the Company shall be liable for any costs of any works carried out in relation to the Site, Expansion Land and/or Strategic Park following termination save for the Investor Specific Preparatory Works; and
 - (v) neither Slovakia, Nitra or the SPV shall have any obligation to provide the Investor and/or Company with any further state aid or other support.
- (e) Following the termination of this Agreement by Slovakia under Clause 13.1(a)(iv), the Parties specifically agree that the provisions of Clause 13.3(c) shall apply *mutatis mutandis*.

13.2 Termination by the Investor

- (a) Subject to the Investor and/or the Company having complied in all material respects, as of the date of termination of the Agreement, with all of their notification and application requirements, if any, in relation to each relevant step mentioned below, in the event that:
- (i) the Investor has pursued termination of this Agreement pursuant to Clause 3.1(e)(B);
 - (ii) the Investor has pursued termination of this Agreement pursuant to Clause 3.4;
 - (iii) Slovakia breaches in a material respect any of its obligations pursuant to Clauses 7.2(d) and 7.2 (e);
 - (iv) any of the undertakings of Slovakia and/or Nitra contained in Clause 11 have been breached resulting in Business Critical Information being disclosed to any unauthorised party;
 - (v) Slovakia is in delay in disbursing the Investment Aid to the Company under the conditions set out in this Agreement;
 - (vi) the Site Future Purchase Agreement or Site Purchase Agreement is terminated by any of the parties thereto for a reason other than the termination of the Agreement or is declared to be null and void and not replaced as anticipated therein;
 - (vii) a termination event provided in Schedule 6 (Milestones) has occurred and is continuing; or
 - (viii) the Investor has pursued termination of this Agreement pursuant to Clause 10.5.

the Investor, acting for itself and on behalf of the Company, may in its judgment, after having provided Slovakia and Nitra with advance notice of at least 30 (thirty) days of its intention to terminate this Agreement, allowing Slovakia and Nitra to rectify the situation and/or find an amicable solution satisfactory to the Parties within that period, terminate, by a notice to Slovakia, Nitra and the Company, this Agreement and the Implementation Agreements related hereto and cease the implementation of the Project.

- (b) The Investor is not entitled to terminate the Agreement for the reasons set out in paragraph (a) above where the set deadlines have not been met solely due to the Investor and/to the Company not having provided the Required Cooperation to Slovakia.
- (c) Following the termination of this Agreement by the Investor under Clause 13.2(a)(i), from the effective date of the termination, this Agreement shall be deemed to have been terminated and the Parties specifically agree that the following shall apply:

- (i) the Investor (or the Investor through the Company) shall return the full amount of Investment Aid received, if any, to Slovakia together with interest calculated pursuant to the EU Interest Communication within 60 (sixty) days after receipt of the termination notice;
 - (ii) the Investor shall, if it has not already done so, purchase the Site and, if it exercised the Expansion Land Call, purchase the Expansion Land and pay the purchase price therefore (as applicable) and/or shall retain the Site and the Expansion Land (as applicable);
 - (iii) the Investor shall remain responsible for paying the cost of any constructions built on the Site by the Investor and/or the Company for the purposes of the Project, incurred and due to be paid by the Investor and/or the Company before the termination date;
 - (iv) the Investor shall pay the Termination Fee to Slovakia within 90 (ninety) days of the effective date of the termination; and
 - (v) neither the Investor nor the Company shall be liable for any costs of any works carried out in relation to the Site, Expansion Land and/or Strategic Park prior to or following termination and Slovakia will have no further claim against the Investor and the Investor shall have no further obligation to indemnify Slovakia other than set out in this Clause 13.2(c).
- (d) Following the termination of this Agreement by the Investor under Clause 13.2(a)(iii) to 13.2(a)(vii), from the effective date of the termination, this Agreement shall be deemed to have been terminated and the Parties specifically agree that the following shall apply:
- (i) the Investor (or the Investor through the Company) shall return the full amount of Investment Aid received, if any, to Slovakia together with interest on the Investment Aid calculated pursuant to the EU Interest Communication within 60 (sixty) days after receipt of the termination notice;
 - (ii) the Investor shall have no further obligation to make further investments;
 - (iii) if the termination takes place after effective purchase of the Site and/or the Expansion Land (or any part thereof) by the Company, the Company shall have the right to either (A) retain the Site and/or the Expansion Land or (B) return the Site and/or the Expansion Land (or any part thereof) to the SPV and the SPV shall return the full purchase price paid to the Company, but the SPV and/or Slovakia shall bear no cost and will have no obligation to compensate any amounts by which the value of the Site and/or the Expansion Land might have been increased due to works made by the Investor and/or the Company (e.g. construction works that have taken place up to the date of termination) and the Investor and/or the Company shall bear no cost and will have no obligation to return the Site and/or the Expansion Land (or any part thereof) to its original condition;
 - (iv) neither the Investor nor the Company shall be liable for any costs of any works carried out in relation to the Site, Expansion Land and/or Strategic Park prior to or following termination save for the Investor Specific Preparatory Works; and
 - (v) neither of Slovakia, Nitra or the SPV shall have any obligation to provide the Investor and/or Company with any further state aid or other support.

- (e) Following the termination of this Agreement by the Investor under Clause 13.2(a)(ii), the Parties specifically agree that the provisions of Clause 13.2(c) shall apply *mutatis mutandis*, except for sub-paragraph (iv), which shall not apply.
- (f) Following the termination of this Agreement by the Investor under Clause 13.2(a)(viii), the Parties specifically agree that the provisions of Clause 13.3(c) shall apply *mutatis mutandis*.

13.3 Termination by the Investor for Circumstances relating to the Investor

- (a) Notwithstanding anything provided in the Clauses 13.1 and/or 13.2, the Investor may, subject to the conditions provided in this Clause 13.3, terminate this Agreement and the Implementation Agreements related hereto in the following circumstances:
 - (i) where the Investor undergoes a Change of Control to outside of the Tata Group and, as a result, the commercial direction of the Investor's business is altered so that the Project is discontinued, and provided that such change in commercial direction is to be confirmed by a letter from the appropriate senior executive of the Investor confirming such change in commercial direction of the Investor's business as a direct result of the Change of Control;
 - (ii) in the event of an unforeseeable, material shift in the policy of the Slovak government whereby laws or regulations predominantly affecting the automotive industry are imposed that materially affect the ability of the Investor to operate effectively and profitably in respect to the Investor's and/or the Company's activities in Slovakia;
 - (iii) if the Euro Exchange Rate falls below parity (i.e., it falls from an exchange rate equal to or above EUR/GBP €1:£1 to an exchange rate where £1 is worth less than €1) and remains continuously below parity for a period of more than 180 (one hundred and eighty) days;
 - (iv) in the event that Slovakia exits either the European Union or the EURO zone; or
 - (v) if either (i) the Moodys credit ratings on JLRA PLC falls to B1 or worse or, should the JLRA PLC credit rating improve at any time to Ba1 or above, it then falls to Ba3 or worse or (ii) alternatively if the S&P credit ratings on JLRA PLC falls to B+ or worse or, should the JLRA PLC credit rating improve at any time to BB+ or above, it then falls to BB- or worse.
- (b) The Investor's right of termination for the circumstances set out in Clause 13.3(a) above may be exercised no later than 6 (six) months following the Investor's discovery that the circumstance has arisen, otherwise the right of termination expires. The right of termination is exercised by a written notice of termination sent by the Investor to Slovakia, Nitra and the Company with a notice period of 30 (thirty) days that commences on the first day of the month following the month in which the termination notice was delivered to such Parties.
- (c) Following the termination of this Agreement by the Investor under Clause 13.3, from the effective date of the termination, this Agreement shall be deemed to have been terminated and:
 - (i) the Investor (or the Investor through the Company) shall return the full amount of State Aid received, if any, to Slovakia together with interest calculated pursuant to the EU Interest Communication within 60 (sixty) days after receipt of the termination notice;

- (ii) the Investor shall, if it has not already done so, purchase the Site and, if it exercised the Expansion Land Call, purchase the Expansion Land and pay the purchase price therefore (as applicable) and/or shall retain the Site and the Expansion Land (as applicable);
- (iii) the Investor shall remain responsible for paying the cost of any constructions built on the Site by the Investor for the purposes of the Project incurred and due to be paid by the Investor before the termination date;
- (iv) neither of Slovakia, Nitra or the SPV shall have any obligation to provide the Investor and/or Company with any further state aid or other support; and
- (v) neither the Investor nor the Company shall be liable for any costs of any works carried out in relation to the Site, Expansion Land and/or Strategic Park prior to or following termination save for the Investor Specific Preparatory Works.

13.4 No other Right to Terminate

Save for the Parties' express right to terminate in Clauses 10.5, 13.1, 13.2 or 13.3, the Parties shall not be entitled to terminate (in any form) this Agreement, and the Investor waives 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.

13.5 Surviving Clauses

If a Party terminates this Agreement or the Agreement is otherwise terminated, the matters set out in Clauses 1, 8, 9, 11 (prior to the publication of any press release or any other form of public announcement by Slovakia or Nitra or the Investor or the Company in connection with the subject of this Agreement, Slovakia, Nitra, the Investor and the Company shall consult and agree on the form of such press release or public announcement to ensure that it is made in a positive and constructive manner), 12, 13, 14, 15 and 16 shall survive such termination of this Agreement indefinitely.

14. Miscellaneous

14.1 Effectiveness

This Agreement is entered into on the date on which it is executed by the Investor, the Company, Slovakia and Nitra and becomes effective on the date following publication in the Central Register of Contracts (*Centrálny register zmlúv*) and shall remain effective for as long as the Investor's covenants pursuant to Clauses 7.1(g) to 7.1(j) and covenants of Slovakia pursuant to Clauses 7.2 remain in effect. Slovakia shall submit this Agreement for publication in the Central Register of Contracts (*Centrálny register zmlúv*) on the date of its execution by the Parties.

14.2 Entire Agreement

This Agreement contains the entire agreement between the Parties relating to the subject of this Agreement at the date hereof to the exclusion of any terms implied by law which may be excluded by the Agreement and it supersedes any previous written or oral agreement between the Parties in relation to the matters dealt with in this Agreement.

14.3 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.

14.4 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.

14.5 Expenses

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.

14.6 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.

14.7 Assignment and Benefit of the Agreement

This Agreement is entered into for the benefit of Slovakia, Nitra, the Investor and the Company. Upon obtaining Slovakia's prior written consent, which may not be unreasonably withheld, the Investor may assign any of its rights or obligations under this Agreement, in whole or in part, whether by operation of the law or otherwise, to, or cause any of its obligations under this Agreement to be performed by another Affiliate.

14.8 Further assurances

All Parties shall do or procure all things as may be required to give effect to this Agreement and to execute and give effect to the Implementation Agreements and all other agreements contemplated hereby, 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.

14.9 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.

14.10 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.

14.11 Legal Regulations

Notwithstanding any provision of this Agreement, any state aid, support, cooperation or effort may only be provided to the extent, in the form and by a procedure which is in compliance with the laws of Slovakia and EU regulations governing the provision of state aid.

14.12 Several Liability of Slovakia and Nitra

Slovakia and Nitra shall be liable for performance of their obligations under this Agreement separately.

14.13 Joint and Several Liability of Investor and Company

The liability of the Investor and the Company for any and all obligations set out in this Agreement is joint and several (*spoločná a nerozdielna zodpovednosť*).

14.14 No Double Recovery

None of the Parties to this 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 (including for avoidance of doubt the Loss) or matter.

15. Governing Law and Jurisdiction

15.1 This Agreement is governed by Slovak law.

15.2 The Parties shall aim to immediately settle by discussion and mutual agreement any disputes arising in connection with the fulfilment of commitments under the Agreement or in connection therewith. If the Parties are unable to settle any such dispute within 30 (thirty) days of the origin of that dispute, Clause 15.3 of the Agreement shall apply.

15.3 Notwithstanding Clause 15.2 of the Agreement, all disputes arising out of or in connection with this Agreement shall be finally settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce (ICC) which rules are deemed to be incorporated by reference into this Clause 15. The Emergency Arbitrator Provisions shall not apply. The tribunal shall consist of 3 (three) arbitrators. The claimant(s), irrespective of the number, shall jointly nominate one arbitrator; the respondent(s), irrespective of the number, shall jointly nominate the second arbitrator; and a third arbitrator, who shall serve as chairman, shall be appointed by the Secretary General of the ICC International Court of Arbitration if the 2 (two) arbitrators cannot agree upon a chairman within 30 (thirty) days of the confirmation of the second of the first 2 (two) arbitrators. In the event either the claimant(s) or the respondent(s) shall fail to nominate an arbitrator, then all 3 (three) arbitrators (including the chairman) shall be appointed by the Secretary General. The seat of the arbitration shall be in Vienna, Republic of Austria. The language of the arbitration shall be English. Judgment on the award rendered by the tribunal may be entered in any court having jurisdiction thereof. Nothing in this clause shall be construed as preventing either Party from seeking conservatory or similar interim relief in any court of competent jurisdiction. Any provisions of the ICC Rules relating to court-ordered interim measures shall not apply. The Parties agree to keep confidential all matters relating to the arbitration, including related court proceedings, to the greatest extent practicable. The arbitration agreement shall be governed, construed and interpreted in accordance with the laws of Slovakia.

15.4 Waiver of Sovereign Immunity

To the extent Slovakia or any of its respective assets has or hereafter may acquire any right to immunity from set-off, legal proceedings, enforcement proceedings (including enforcement of an arbitral award or a court judgment) on the grounds of sovereignty, then to the extent permitted by law of the forum concerned, Slovakia hereby irrevocably waives such rights to immunity in respect of its obligations arising out of this Agreement. Such waiver of immunities constitutes only a limited and specific waiver by Slovakia for the purposes of this Agreement and under no circumstances shall it be construed as a general waiver by Slovakia or a waiver with respect to proceedings unrelated to this Agreement. Notwithstanding the foregoing, under the laws of Slovakia, the funds, assets, rights and general property of a

military character controlled by a military or defence agency or authority of Slovakia; or mineral resources, underground waters, natural resources and water flow streams of Slovakia located in the Slovak Republic; or assets set out in Section 8(10) of Act No. 523/2004 Coll. on Budget Rules for Public Authorities, as amended, Section 61c of Act No. 233/1995 Coll. on Court Executors and Executions, as amended or Section 5 of the Act. on Winding-up of the National Property Fund of the Slovak Republic, as adopted by the National Council of the Slovak Republic on 12 November 2015 are immune from execution and attachment and any process in the nature thereof and the foregoing waiver shall not constitute a waiver of such immunity or of any immunity from execution or attachment or process in the nature thereof with respect to Slovakia's diplomatic missions in any jurisdiction outside Slovakia or with respect to the assets of Slovakia necessary for the proper functioning of Slovakia as a sovereign power.

16. Language

16.1 This Agreement is made in the English language.

16.2 In case of any discrepancy between the English version of this Agreement and any translation thereof, the English version shall prevail.

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

Signatures

For the Slovak Republic:

Name: Doc. JUDr. Robert Fico, CSc.
Position: Prime Minister

Name: JUDr. Vazil Hudák
Position: Minister of Economy

For Jaguar Land Rover Limited:

Name: Dr Ralf Dieter Speth
Position: Chief Executive Officer

For Jaguar Land Rover Slovakia s.r.o.:

Name: Philip Hodgkinson
Position: Director

For the City of Nitra:

Name: Doc. Ing. Jozef Dvonč, CSc.
Position: Mayor of the City

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Schedule 1 Interpretation

1. In this Agreement:

Accounting Standards means the Slovak accounting standards as set out in Act No. 431/2005 Coll. On Accounting, as amended.

Actual Investment Costs means the actual Investment Costs incurred by the Company during the relevant period. Each Actual Investment Cost shall be considered realised (incurred) in the year in which it was accounted by the Company as a fixed asset in compliance with Slovak Accounting Standards.

Actual Newly Created Jobs Figure means the actual number of Newly Created Jobs created by the Company during the Investment Period.

Affiliate means, in relation to any person, any other person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, such person while “control” shall be understood as higher than a 50% share, ownership, voting rights or similar interest in the Affiliate.

Annual Investment Plan means a plan to be submitted by the Company to the Ministry in accordance with the terms of this Agreement, setting out the Planned Investment Costs for the relevant JLR Financial Year for which the plan is being prepared.

Business Day means a day, other than a Saturday, Sunday or a recognised public holiday in Slovakia.

Business Critical Information means any Confidential Information which is of key commercial and strategic importance to the Investor and/or Investor’s business, which if disclosed by Slovakia and/or Nitra in violation of Clause 11, has (i) the potential to cause significant damage to the Investor, its business and the Investor’s competitive advantage, including but not limited to a negative impact on public and/or employee relations; and (ii) a material adverse effect on the realisation of the Project by the Investor.

Building Act means Act No. 50/1976. Coll. on Land-Use Planning and Building Order (the Building Act), as amended.

Building Permit means the valid and final decision of an administrative body issued under the Building Act on the basis of the Zoning Permit which demonstrates that the Company is entitled to build a facility and other related structures for the completion of the Project at the Site in accordance with the parameters set out by this Agreement; in respect of the Expansion Land, the decision shall relate to the project on the Expansion Land.

Centre means the Centre of Labour, Social Affairs and Family.

Change of Control means the transfer of the controlling shareholding in a person.

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

Confidential Information means any information delivered in writing, orally, or by other means, between the Parties (including their employees, agents, representatives and advisors) during the negotiation and implementation of this Agreement.

Construction Rights means rights, other than ownership rights to the Site determined in accordance with Section 139(1) of the Building Act, which demonstrate the existence of the rights of the Company towards the land constituting the Site required for the issuance of

Building Permits and further development of the Project on the Site, or towards the Expansion Land required for issuance of building permits related to the Project on the Expansion Land.

Eligible Costs means the eligible investment costs incurred by the Company in the relevant period in respect of the implementation of the Project pursuant to the Regional Aid Guidelines and Investment Incentives Act.

Encumbrance means any pledge, charge, lien, mortgage, security interest, pre-emption right, option, lease or any other encumbrance or third party right with an equivalent effect or any agreement to create any of the above, with the exception of the Permitted Encumbrances.

EU Approval means the decision or deemed decision by the European Commission pursuant to Articles 4(2), 4(3), 4(6) or Article 7(2) to 7(4) of the Implementing Regulation.

EU Interest Communication means the Commission notice on current state aid recovery interest rates and reference/discount rates for 28 Member States applicable as from 1 May 2015 (2015/C 143/08).

EUR or € means the currency of the member states of the European Union that adopted the euro as their currency pursuant to EU legislation on monetary union.

Euro Exchange Rate means the EUR/GBP exchange rate which will be the ECB EUR/GBP reference rate fixing to 5 (five) decimal places which is published normally at 14:15 CET on a daily basis by the ECB (*European Central Bank*) on their website at <https://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html>. This rate can also be normally accessed on the Reuters screen under the code ECB37 and Bloomberg screen ECB (24).

Event of Force Majeure means any act or event which is unforeseen, irresistible and beyond the control of the Party invoking force majeure, such as natural catastrophes, fires, explosions, war, riot terrorism, civil commotion, insurrection, mobilisation, strikes (apart from strikes against the Investor), earthquakes and floods. For the avoidance of doubt, any act of any Government Entity or any change of law in Slovakia shall not constitute an Event of Force Majeure.

Expansion Land means the parcels highlighted in the General Map and listed in Schedule 4 (*Site and Expansion Land*) (in case of conflicts between the General Map and Schedule 4, the General Map shall apply).

Expansion Land Call has the meaning given to it in Clause 4.2(b)(ii).

Expansion Land Delivery Period means 2 (two) years from the earlier of (i) execution of the Expansion Land Future Purchase Agreement; or (ii) expiry of 4 (four) weeks from the due delivery of the Expansion Land Call by the Company to Slovakia.

Expansion Land Future Purchase Agreement means the agreement on future agreement (*zmluva o uzavretí budúcej zmluvy*) between the Company and the SPV pursuant to Sections 289 to 292 of the Commercial Code, under which the Company and the SPV shall enter into the Expansion Land Purchase Agreement within the Expansion Land Delivery Period, based on and in material terms similar to the Site Future Purchase Agreement.

Expansion Land Purchase Agreement means the sale and purchase agreement under which the Expansion Land shall be transferred from the SPV to the Company based on and in material terms similar to the Site Purchase Agreement. The form of the Expansion Purchase Agreement shall constitute a schedule of the Expansion Land Future Purchase Agreement.

Expansion Land Remediation Works means the Remediation Works on the Expansion Land specified in the Expansion Land Future Purchase Agreement to be procured and paid by Slovakia and/or the SPV.

Experts means three independent and reputable experts in the field of real estate property valuation as agreed between the Investor and Slovakia in line with the Commission Communication on State aid elements in sales of land and buildings (97/C 209/03) being (i) Colliers as an expert nominated by the Company, (ii) CBRE as an expert nominated by the SPV, and Cushman & Wakefield as an expert nominated by the two other experts; unless otherwise agreed in writing by the Investor and Slovakia.

Expert Opinions means the market-standard RICS Red Book expert opinions prepared by each of the Experts before execution hereof in line with the Commission Communication on State aid elements in sales of land and buildings (97/C 209/03) stating the market value of the Site in line with and considering the performance of works stated in Schedule 5 (*Preparation of the Site*) Site Remediation Works and works undertaken by Slovakia in respect to the Strategic Park in general.

Final Investment Costs Report means the report specified in Section 15(10)(b) of the Investment Incentives Act and Section 4 of the Investment Incentives Decree.

Freedom of Information Act means Act No. 211/2000 Coll. on Free Access to Information, as amended.

Future Purchase Agreements mean the Site Future Purchase Agreement and the Expansion Land Future Purchase Agreement.

General Map means a layout attached hereto as Schedule 7 (*General Map*) demonstrating the location of the Strategic Park (including the Site and the Expansion Land).

Government Entity means any state or other public body (*štátny alebo iný verejný orgán*), department, state-wide or regional legislature (*celoštátny alebo regionálny legislatívny orgán*), the Government of Slovakia (*vláda*), minister, ministry, official or public person (*verejný činiteľ*) (whether autonomous or not) of Slovakia.

Implementation Agreements means such additional agreements, as may be necessary or desirable for the implementation of the terms of this Agreement, which are to be entered into between: (i) any of the Parties or the Company and (ii) any Government Entity, with an express reference to the provisions of this Agreement.

Implementing Regulation means Council Regulation No. 2015/1589 stipulating detailed rules for the Application of Article 93 of the EC Treaty.

Investment Aid has the meaning given to it in Clause 3.1(a).

Investment Aid Intensity in GGE means the discounted value of the Investment Aid for the Project expressed as a percentage of the discounted value of the Eligible Costs, as calculated at the time of award of the aid on the basis of the reference rate applicable on that date (applied in accordance with Section 3(i) of the Investment Incentives Act) as will be specified in the EU Approval.

Investment Costs means the Eligible Costs incurred by the Company for the acquisition of the land, buildings, intangible assets, plant and machinery to be located on the Site for the purposes of the Project, the estimated amounts of which are calculated in Schedule 2 (*Project Description*).

Investment Costs Report means the report specified in Section 15(10)(a) of the Investment Incentives Act and Section 3 of the Investment Incentives Decree.

Investment Incentives Act means Act No. 561/2007 Coll. on Investment Incentives, as amended.

Investment Incentives Decree means Ministry Decree No. 123/2012 Coll. establishing the Standard Form for the Provision of Investment Aid, Details and Requirements for the Submission of Annual Reports on the Implementation of the Investment Plan, Final Evaluation Report and Annual Report on the Use of the Investment.

Investment Period means the period comprising (i) the realisation of the Project, (ii) the drawing of the Investment Aid by the Company under this Agreement and (iii) 5 (five) years following the year in which the Project is completed (i.e., issuance of final and valid occupational permit within the terms of the definition (*skončenie investičného zámeru*) in Section 3(1) of the Investment Incentives Act).

Investor Specific Preparatory Works mean works on the Site specified in Schedule 5 (*Preparation of the Site*) of this agreement to be procured and paid by the Investor.

JLR Financial Year means the time period from 1 April to 31 March of the following calendar year; so that FY16 means the JLR Financial Year from 1 April 2015 to 31 March 2016, FY17 means the JLR Financial Year from 1 April 2016 to 31 March 2017, and so forth, and so that FY22 means the JLR Financial Year from 1 April 2021 to 31 March 2022.

JLR Holdings means Jaguar Land Rover Holdings Limited, a company established under the laws of England and Wales, with its seat at Abbey Road, Whitley, Coventry CV3 4LF, United Kingdom, registered no. 04019301, which controls the Investor.

JLRA PLC means Jaguar Land Rover Automotive plc, a company established under the laws of England and Wales, with its seat at Abbey Road, Whitley, Coventry, CV3 4LF, United Kingdom, registered no. 0647791.

Local Approvals has the meaning given to it in Clause 3.1(g).

Local Master Plans means the valid land-planning project documentation of the relevant municipalities (in the area of which the Site is situated) in accordance with the Building Act, which, among others, addresses the functional use of the Site.

Losses 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.

Ministry means the Ministry of Economy of the Slovak Republic (*Ministerstvo hospodárstva Slovenskej republiky*).

Newly Created Job means the working position of an individual created in connection with the Project and evidenced by a written contract of employment for an indefinite period of time concluded with the relevant individual (a national of a member state of the EU); such working position shall be occupied and maintained for a period of at least five years. The period, during which the Newly Created Job has not been occupied, shall not be counted as the period of occupation and maintaining of the Newly Created Job. A Newly Created Job may not remain unoccupied for more than 90 (ninety) calendar days. In specific cases, due to justified reasons on the part of the Company, the Centre may reconsider the period of 90 (ninety) calendar days and grant an exemption with respect to its extension.

Newly Created Jobs Report has the meaning as defined under paragraph (b) of the definition of the term “Project Report” in this Schedule 1 (*Interpretation*).

North Land means the parcels highlighted in the General Map in (*pink colour*) and listed in the Future Purchase Agreement in respect of the Site.

Party or Parties means a signatory or signatories of this Agreement.

Permitted Encumbrances means the encumbrances listed in Schedule 6 (*Milestones*).

Planned Project Investment means the total amount of planned expenditures by the Company on Investment Costs, in the total amount of approximately EUR 1,406,620,590 in the timing structure as set out in Schedule 2 (*Project Description*).

Private Land means those parcels constituting the Site and/or the Expansion Land which are listed in Schedule 4 (*Site and Expansion Land*), whose owner is as of the date hereof a Third Person.

Project means an investment at the Site representing the development and operation of a manufacturing plant for motor vehicles in accordance with the parameters set out in Schedule 2 (*Project Description*) to be made by the Company.

Project Report means a report prepared by the Company and submitted to the Ministry and/or to the Centre, setting out:

- (a) the Investment Costs Report, divided into the relevant expense categories, for the period for which such report was prepared accompanied by copies of invoices and other documents that reasonably evidence the incurring of such cost; and
- (b) the actual number of Newly Created Jobs created during the period for which the report was prepared, divided into the same categories as described in the table set out in Clause 5 of Schedule 2 (*Project Description*), and accompanied by a list of employees occupying such positions (**Newly Created Jobs Report**).

Public Entity means the Government Entity and any other entity or person being under direct or indirect control of Slovakia or the Government Entity.

Public Land means those land parcels constituting the Site and/or the Expansion Land listed in Schedule 4 (*Site and Expansion Land*), whose owner is as of the date hereof a Public Entity.

Purchase Agreements mean the Site Purchase Agreement and the Expansion Land Purchase Agreement.

Regional Aid Guidelines means European Commission Guidelines on regional state aid for 2014-2020 (2013/C 209/01).

Remediation Works mean the Site Remediation Works and the Expansion Land Remediation Works.

Request for Aid means a request for the granting of Investment Aid in accordance with Section 12 of the Investment Incentives Act.

Required Cooperation means all reasonable support, consents, information, documents, powers of attorney, certificates, confirmations, approvals, instructions provided without undue delay, that may be necessary and/or reasonably required by Slovakia and/or Nitra and/or the Investor and/or the Company in order to successfully and duly perform their respective obligations under this Agreement.

Significant Investments Act means Act No. 175/1999 Coll. on Measures Related to Arranging Significant Investments, as amended.

Significant Investment Status means the status of the significant investment (in Slovak: *významná investícia*) pursuant to the Significant Investments Act.

Site means the parcels highlighted in the General Map and listed in Schedule 4 (*Site and Expansion Land*) (in case of conflicts between the General Map and Schedule 4, the General Map shall apply).

Site Future Purchase Agreement means the agreement on future agreement (*zmluva o uzavretí budúcej zmluvy*) entered into as of the date of this Agreement between the Company and the SPV pursuant to Sections 289 to 292 of the Commercial Code, under which the Company and the SPV shall enter into the Site Purchase Agreement as contemplated under this Agreement.

Site Purchase Agreement means the respective sale and purchase agreement under which the Site shall be transferred from the SPV to the Company. The form of Purchase Agreement constitutes a schedule of the Site Future Purchase Agreement.

Site Remediation Works mean Remediation Works on the Site specified in Schedule 5 (*Preparation of the Site*) of this Agreement to be procured and paid by Slovakia and/or the SPV.

South Land means the parcels highlighted in the General Map in brown colour and listed in the Future Purchase Agreement.

SPV means MH Invest, s.r.o., a company established under the laws of Slovakia, with its registered office at Trnavská cesta 100, 821 01 Bratislava, business identification number: 36 724 530, registered in the Commercial Register maintained by the Bratislava I District Court, Section Sro, Insert No. 44056/B, which is controlled by the Slovak Republic, or any its Affiliate.

Start of Production means the actual start of the mass production of motor vehicles being envisaged in 2018, as specified further in the Request for Aid.

Strategic Park means the construction of a strategic park for industrial and manufacturing purposes certified as a “significant investment” pursuant to Section 3(2) of the Significant Investments Act under decisions of the Ministry No. 20801/2015-1000-33509 dated 13 July 2015 and No. 20801/2015-1000- 20801/2015-1000-35613 dated 22 July 2015, as may be further amended or supplemented from time to time, which as of the date hereof comprises the entire area of the industrial zone in Nitra with an area of approximately 500 ha as graphically pictured and highlighted in the General Map.

Tata Group means the group of companies which are directly or indirectly controlled by Tata Sons Limited, a company established under the laws of India with its seat at Bombay House, 24 Homi Mody Street, Mumbai 400 001, India. Corporate Identification number: U99999MH1917PLC000478.

Tax, Taxes or Taxation means all taxes, levies, duties, imposts, charges and withholding of the nature of taxation imposed by any governmental authority including (without limitation) taxes on gross or net income, profits or gains and taxes on receipts, sales, use, *ad valorem*, transfer, value added and personal property together with all penalties charges, and additions to tax and interest relating to any of them.

Termination Fee means the fee in the amount of EUR 5 million (five million).

Third Party or Third Person means any natural person or legal entity other than Slovakia, Nitra, the Company and the Investor or an Affiliate thereof.

Warranty means any of the representations and warranties of the Investor or Slovakia set out in Schedule 8 (*Warranties*).

Zoning Permit means a valid and final decision of an administrative body issued under the Building Act which complies with the respective land-planning project documentation and (i) is necessary for the implementation of the Project, (ii) demonstrates that the Site is intended for the implementation of the Project and (iii) is needed in order for the Company to acquire a valid Building Permit for the implementation of the Project; in respect of the Expansion Land, the decision shall relate to the project on the Expansion Land.

2. Interpretation

In this Agreement, unless the contrary intention appears:

- 2.1 references to any statute, statutory provision, legislation of the European Union or other legislation (**Applicable law**) include a reference to that Applicable law as amended or re-enacted and being in force (*účinné*) as at the day of entering into this Agreement by the Parties, and include subordinate legislation made under the relevant Applicable law in force at the date of entering into this Agreement by the Parties;
- 2.2 except where otherwise indicated, a Clause, schedule or annexe is a reference to a Clause of schedule or annex to this Agreement;
- 2.3 a document is a document as amended, novated, supplemented, replaced or substituted;
- 2.4 words importing the singular shall include the plural and words importing one gender shall include the other gender;
- 2.5 the Schedules to this Agreement form an integral part of this Agreement; and
- 2.6 “person” includes any individual, firm, company, corporation, government, state or agent of a state or any association or partnership (with or without a separate legal personality) of two or more of the foregoing.

Schedule 2
Project Description

**Schedule 3
Investment Aid**

Schedule 4
Site and Expansion Land

Part A Site

Cadastral area	Land Plot No.	Reg.	Type of land
Lužianky	2582	C	built-up area and courtyard
Lužianky	2584	C	agricultural land
Lužianky	2585	C	agricultural land
Lužianky	2586	C	agricultural land
Lužianky	2587	C	agricultural land
Lužianky	2589	C	agricultural land
Lužianky	2590	C	agricultural land
Lužianky	2591	C	agricultural land
Lužianky	2592	C	agricultural land
Lužianky	2593	C	agricultural land
Lužianky	2594	C	agricultural land
Lužianky	2595	C	agricultural land
Lužianky	2596	C	agricultural land
Lužianky	2597	C	agricultural land
Lužianky	2598	C	agricultural land
Lužianky	2599	C	agricultural land
Lužianky	2600	C	agricultural land
Lužianky	2601	C	agricultural land
Lužianky	2602	C	agricultural land
Lužianky	2603	C	agricultural land
Lužianky	2604	C	agricultural land
Lužianky	2605	C	agricultural land
Lužianky	2606	C	agricultural land
Lužianky	2607	C	agricultural land
Lužianky	2608	C	agricultural land
Lužianky	2609	C	agricultural land
Lužianky	2610	C	agricultural land
Lužianky	2611	C	agricultural land
Lužianky	2612	C	agricultural land
Lužianky	2613	C	agricultural land
Lužianky	2614	C	agricultural land
Lužianky	2615	C	agricultural land
Lužianky	2616	C	agricultural land
Lužianky	2617	C	agricultural land
Lužianky	2618	C	agricultural land
Lužianky	2619	C	agricultural land
Lužianky	2620	C	agricultural land
Lužianky	2621	C	agricultural land

Cadastral area	Land Plot No.	Reg.	Type of land
Lužianky	2622	C	agricultural land
Lužianky	2623	C	agricultural land
Lužianky	2624	C	agricultural land
Lužianky	2625	C	agricultural land
Lužianky	2626	C	agricultural land
Lužianky	2627	C	agricultural land
Lužianky	2628	C	agricultural land
Lužianky	2629	C	agricultural land
Lužianky	2630	C	agricultural land
Lužianky	2631	C	agricultural land
Lužianky	2632	C	agricultural land
Lužianky	2633	C	agricultural land
Lužianky	2634	C	agricultural land
Lužianky	2635	C	agricultural land
Lužianky	2636	C	agricultural land
Lužianky	2637	C	agricultural land
Lužianky	2638	C	agricultural land
Lužianky	2639	C	agricultural land
Lužianky	2640	C	agricultural land
Lužianky	2641	C	agricultural land
Lužianky	2642	C	agricultural land
Lužianky	2643	C	agricultural land
Lužianky	2644	C	agricultural land
Lužianky	2645	C	agricultural land
Lužianky	2646	C	agricultural land
Lužianky	2647	C	agricultural land
Lužianky	2648	C	agricultural land
Lužianky	2649	C	agricultural land
Lužianky	2650	C	agricultural land
Lužianky	2651	C	agricultural land
Lužianky	2652	C	agricultural land
Lužianky	2653	C	agricultural land
Lužianky	2654	C	agricultural land
Lužianky	2655	C	agricultural land
Lužianky	2656	C	agricultural land
Lužianky	2657	C	agricultural land
Lužianky	2658	C	agricultural land
Lužianky	2685	C	agricultural land
Lužianky	2686	C	agricultural land
Lužianky	2687	C	agricultural land
Lužianky	2688	C	agricultural land
Lužianky	2689	C	agricultural land

Cadastral area	Land Plot No.	Reg.	Type of land
Lužianky	2690	C	agricultural land
Lužianky	2691	C	agricultural land
Lužianky	2692	C	agricultural land
Lužianky	2693	C	agricultural land
Lužianky	2694	C	agricultural land
Lužianky	2695	C	agricultural land
Lužianky	2696	C	agricultural land
Lužianky	2697	C	agricultural land
Lužianky	2698	C	agricultural land
Lužianky	2699	C	agricultural land
Lužianky	2700	C	agricultural land
Lužianky	2701	C	agricultural land
Lužianky	2702	C	agricultural land
Lužianky	2703	C	agricultural land
Lužianky	2704	C	agricultural land
Lužianky	2705	C	agricultural land
Lužianky	2706	C	agricultural land
Lužianky	2707	C	agricultural land
Lužianky	2708	C	agricultural land
Lužianky	2709	C	agricultural land
Lužianky	2710	C	agricultural land
Lužianky	2711	C	agricultural land
Lužianky	2712	C	agricultural land
Lužianky	2713	C	agricultural land
Lužianky	2714	C	agricultural land
Lužianky	2715	C	built-up area and courtyard
Lužianky	2716	C	other area
Lužianky	2717	C	water land
Lužianky	2718	C	other area
Lužianky	2719	C	agricultural land
Lužianky	2720	C	agricultural land
Lužianky	2721	C	agricultural land
Lužianky	2722	C	agricultural land
Lužianky	2723	C	agricultural land
Lužianky	2724	C	agricultural land
Lužianky	2725	C	agricultural land
Lužianky	2726	C	agricultural land
Lužianky	2727	C	agricultural land
Lužianky	2728	C	agricultural land
Lužianky	2729	C	agricultural land
Lužianky	2730	C	agricultural land
Lužianky	2731	C	agricultural land

Cadastral area	Land Plot No.	Reg.	Type of land
Lužianky	2732	C	agricultural land
Lužianky	2733	C	agricultural land
Lužianky	2734	C	agricultural land
Lužianky	2735	C	agricultural land
Lužianky	2736	C	agricultural land
Lužianky	2737	C	agricultural land
Lužianky	2738	C	agricultural land
Lužianky	2739	C	agricultural land
Lužianky	2741	C	built-up area and courtyard
Lužianky	2742	C	built-up area and courtyard
Lužianky	2743	C	built-up area and courtyard
Lužianky	2744	C	agricultural land
Lužianky	2746	C	agricultural land
Lužianky	2747	C	agricultural land
Lužianky	2748	C	agricultural land
Lužianky	2749	C	agricultural land
Lužianky	2750	C	agricultural land
Lužianky	2751	C	agricultural land
Lužianky	2752	C	agricultural land
Lužianky	2753	C	agricultural land
Lužianky	2754	C	agricultural land
Lužianky	2755	C	agricultural land
Lužianky	2756	C	agricultural land
Lužianky	2757	C	agricultural land
Lužianky	2758	C	agricultural land
Lužianky	2759	C	agricultural land
Lužianky	2760	C	agricultural land
Lužianky	2761	C	agricultural land
Lužianky	2762	C	agricultural land
Lužianky	2763	C	agricultural land
Lužianky	2764	C	agricultural land
Lužianky	2765	C	agricultural land
Lužianky	2766	C	agricultural land
Lužianky	2767	C	agricultural land
Lužianky	2768	C	agricultural land
Lužianky	2769	C	agricultural land
Lužianky	2770	C	other area
Lužianky	2771	C	water land
Lužianky	2772	C	other area
Lužianky	2773	C	built-up area and courtyard
Lužianky	2774	C	agricultural land
Lužianky	2775	C	built-up area and courtyard

Cadastral area	Land Plot No.	Reg.	Type of land
Lužianky	2776	C	built-up area and courtyard
Lužianky	2777	C	built-up area and courtyard
Lužianky	2778	C	other area
Lužianky	2779	C	other area
Lužianky	2780	C	built-up area and courtyard
Lužianky	2781	C	agricultural land
Lužianky	2782	C	built-up area and courtyard
Lužianky	2783	C	agricultural land
Lužianky	2784	C	other area
Lužianky	2788	C	agricultural land
Lužianky	2789	C	agricultural land
Lužianky	2790	C	agricultural land
Lužianky	2791	C	agricultural land
Lužianky	2792	C	agricultural land
Lužianky	2793	C	agricultural land
Lužianky	2794	C	agricultural land
Lužianky	2795	C	agricultural land
Lužianky	2796	C	agricultural land
Lužianky	2797	C	agricultural land
Lužianky	2798	C	agricultural land
Lužianky	2800	C	agricultural land
Lužianky	2801	C	agricultural land
Lužianky	2802	C	agricultural land
Lužianky	2803	C	agricultural land
Lužianky	2804	C	agricultural land
Lužianky	2805	C	agricultural land
Lužianky	2908	C	agricultural land
Lužianky	2909	C	agricultural land
Lužianky	2910	C	agricultural land
Lužianky	2911	C	agricultural land
Lužianky	2912	C	agricultural land
Lužianky	2913	C	agricultural land
Lužianky	2914	C	agricultural land
Lužianky	2915	C	agricultural land
Lužianky	2916	C	agricultural land
Lužianky	2917	C	agricultural land
Lužianky	2918	C	agricultural land
Lužianky	2919	C	agricultural land
Lužianky	2920	C	agricultural land
Lužianky	2921	C	agricultural land
Lužianky	2922	C	agricultural land
Lužianky	2923	C	agricultural land

Cadastral area	Land Plot No.	Reg.	Type of land
Lužianky	2924	C	agricultural land
Lužianky	2925	C	agricultural land
Lužianky	2926	C	agricultural land
Lužianky	2927	C	agricultural land
Lužianky	2928	C	agricultural land
Lužianky	2929	C	agricultural land
Lužianky	2930	C	agricultural land
Lužianky	2931	C	other area
Lužianky	2932	C	built-up area and courtyard
Lužianky	2935	C	agricultural land
Lužianky	2936	C	agricultural land
Lužianky	2937	C	agricultural land
Lužianky	2939	C	agricultural land
Lužianky	2940	C	agricultural land
Lužianky	2942	C	agricultural land
Lužianky	2943	C	agricultural land
Lužianky	2944	C	agricultural land
Lužianky	2945	C	agricultural land
Lužianky	2946	C	agricultural land
Lužianky	2947	C	agricultural land
Lužianky	2948	C	agricultural land
Lužianky	2949	C	agricultural land
Lužianky	2950	C	agricultural land
Lužianky	2951	C	agricultural land
Lužianky	2953	C	agricultural land
Lužianky	2954	C	agricultural land
Lužianky	2955	C	agricultural land
Lužianky	2956	C	agricultural land
Lužianky	2957	C	agricultural land
Lužianky	2958	C	agricultural land
Lužianky	3053	C	agricultural land
Lužianky	3054	C	agricultural land
Lužianky	3055	C	agricultural land
Lužianky	3056	C	agricultural land
Lužianky	3057	C	agricultural land
Lužianky	3058	C	agricultural land
Lužianky	3059	C	agricultural land
Lužianky	3060	C	agricultural land
Lužianky	3061	C	agricultural land
Lužianky	3062	C	agricultural land
Lužianky	3063	C	agricultural land
Lužianky	3064	C	agricultural land

Cadastral area	Land Plot No.	Reg.	Type of land
Lužianky	3065	C	agricultural land
Lužianky	3066	C	agricultural land
Lužianky	3067	C	agricultural land
Lužianky	3068	C	agricultural land
Lužianky	3069	C	agricultural land
Lužianky	3070	C	agricultural land
Lužianky	3071	C	agricultural land
Lužianky	3072	C	agricultural land
Lužianky	3073	C	agricultural land
Lužianky	3074	C	agricultural land
Lužianky	3075	C	agricultural land
Lužianky	3076	C	agricultural land
Lužianky	3077	C	agricultural land
Lužianky	3078	C	agricultural land
Lužianky	3079	C	agricultural land
Lužianky	3080	C	agricultural land
Lužianky	3081	C	agricultural land
Lužianky	3083	C	agricultural land
Lužianky	3084	C	agricultural land
Lužianky	3085	C	agricultural land
Lužianky	3086	C	agricultural land
Lužianky	2588/1	C	agricultural land
Lužianky	2588/2	C	agricultural land
Lužianky	2588/3	C	agricultural land
Lužianky	2588/4	C	agricultural land
Lužianky	2799/1	C	agricultural land
Lužianky	2799/2	C	agricultural land
Lužianky	2938/1	C	agricultural land
Lužianky	2938/2	C	agricultural land
Lužianky	2941/1	C	agricultural land
Lužianky	2941/2	C	agricultural land
Lužianky	3082/1	C	agricultural land
Lužianky	3082/2	C	agricultural land
Lužianky	3082/3	C	agricultural land
Dražovce	1251/2	C	other area
Dražovce	1251/4	C	built-up area and courtyard
Dražovce	485	E	grassy
Dražovce	486	E	grassy
Dražovce	491	E	grassy
Dražovce	492	E	grassy
Dražovce	513	E	grassy
Dražovce	518	E	grassy

Cadastral area	Land Plot No.	Reg.	Type of land
Dražovce	519	E	grassy
Dražovce	524	E	grassy
Dražovce	525	E	grassy
Dražovce	530	E	grassy
Dražovce	531	E	grassy
Dražovce	536	E	grassy
Dražovce	537	E	grassy
Dražovce	538	E	agricultural land
Dražovce	541	E	agricultural land
Dražovce	542	E	grassy
Dražovce	543	E	grassy
Dražovce	544	E	agricultural land
Dražovce	547	E	agricultural land
Dražovce	548	E	grassy
Dražovce	549	E	grassy
Dražovce	550	E	agricultural land
Dražovce	553	E	agricultural land
Dražovce	554	E	grassy
Dražovce	555	E	grassy
Dražovce	556	E	agricultural land
Dražovce	565	E	grassy
Dražovce	566	E	grassy
Dražovce	570	E	agricultural land
Dražovce	571	E	grassy
Dražovce	578	E	grassy
Dražovce	583	E	grassy
Dražovce	584	E	grassy
Dražovce	589	E	grassy
Dražovce	590	E	grassy
Dražovce	595	E	grassy
Dražovce	596	E	grassy
Dražovce	601	E	agricultural land
Dražovce	602	E	grassy
Dražovce	609	E	grassy
Dražovce	610	E	agricultural land
Dražovce	611	E	agricultural land
Dražovce	612	E	agricultural land
Dražovce	613	E	agricultural land
Dražovce	614	E	grassy
Dražovce	615	E	grassy
Dražovce	616	E	agricultural land
Dražovce	617	E	agricultural land

Cadastral area	Land Plot No.	Reg.	Type of land
Dražovce	618	E	agricultural land
Dražovce	619	E	agricultural land
Dražovce	620	E	grassy
Dražovce	621	E	grassy
Dražovce	622	E	agricultural land
Dražovce	623	E	agricultural land
Dražovce	624	E	agricultural land
Dražovce	625	E	agricultural land
Dražovce	626	E	grassy
Dražovce	627	E	grassy
Dražovce	628	E	agricultural land
Dražovce	629	E	agricultural land
Dražovce	630	E	agricultural land
Dražovce	631	E	agricultural land
Dražovce	632	E	grassy
Dražovce	633	E	grassy
Dražovce	634	E	agricultural land
Dražovce	635	E	agricultural land
Dražovce	636	E	agricultural land
Dražovce	637	E	agricultural land
Dražovce	638	E	grassy
Dražovce	642	E	agricultural land
Dražovce	643	E	agricultural land
Dražovce	644	E	grassy
Dražovce	645	E	grassy
Dražovce	647	E	agricultural land
Dražovce	648	E	agricultural land
Dražovce	649	E	agricultural land
Dražovce	651	E	grassy
Dražovce	652	E	agricultural land
Dražovce	653	E	agricultural land
Dražovce	656	E	grassy
Dražovce	657	E	grassy
Dražovce	658	E	agricultural land
Dražovce	659	E	agricultural land
Dražovce	660	E	agricultural land
Dražovce	661	E	agricultural land
Dražovce	662	E	grassy
Dražovce	663	E	grassy
Dražovce	664	E	agricultural land
Dražovce	665	E	agricultural land
Dražovce	669	E	grassy

Cadastral area	Land Plot No.	Reg.	Type of land
Dražovce	670	E	agricultural land
Dražovce	673	E	grassy
Dražovce	674	E	agricultural land
Dražovce	675	E	agricultural land
Dražovce	676	E	agricultural land
Dražovce	677	E	grassy
Dražovce	678	E	agricultural land
Dražovce	681	E	grassy
Dražovce	682	E	agricultural land
Dražovce	687	E	agricultural land
Dražovce	688	E	grassy
Dražovce	689	E	grassy
Dražovce	690	E	agricultural land
Dražovce	691	E	agricultural land
Dražovce	692	E	grassy
Dražovce	694	E	agricultural land
Dražovce	695	E	agricultural land
Dražovce	698	E	agricultural land
Dražovce	702	E	agricultural land
Dražovce	703	E	agricultural land
Dražovce	706	E	agricultural land
Dražovce	707	E	agricultural land
Dražovce	712	E	agricultural land
Dražovce	713	E	agricultural land
Dražovce	716	E	agricultural land
Dražovce	717	E	agricultural land
Dražovce	718	E	agricultural land
Dražovce	719	E	agricultural land
Dražovce	721	E	agricultural land
Dražovce	722	E	agricultural land
Dražovce	723	E	agricultural land
Dražovce	725	E	agricultural land
Dražovce	726	E	agricultural land
Dražovce	727	E	agricultural land
Dražovce	728	E	agricultural land
Dražovce	729	E	agricultural land
Dražovce	730	E	grassy
Dražovce	731	E	grassy
Dražovce	732	E	grassy
Dražovce	735	E	grassy
Dražovce	736	E	grassy
Dražovce	737	E	grassy

Cadastral area	Land Plot No.	Reg.	Type of land
Dražovce	755	E	agricultural land
Dražovce	756	E	agricultural land
Dražovce	757	E	agricultural land
Dražovce	758	E	agricultural land
Dražovce	759	E	agricultural land
Dražovce	760	E	agricultural land
Dražovce	762	E	agricultural land
Dražovce	763	E	agricultural land
Dražovce	766	E	agricultural land
Dražovce	767	E	agricultural land
Dražovce	770	E	agricultural land
Dražovce	771	E	agricultural land
Dražovce	772	E	agricultural land
Dražovce	773	E	agricultural land
Dražovce	774	E	grassy
Dražovce	776	E	agricultural land
Dražovce	777	E	agricultural land
Dražovce	778	E	agricultural land
Dražovce	782	E	agricultural land
Dražovce	783	E	agricultural land
Dražovce	793	E	agricultural land
Dražovce	795	E	agricultural land
Dražovce	796	E	agricultural land
Dražovce	797	E	agricultural land
Dražovce	798	E	agricultural land
Dražovce	801	E	agricultural land
Dražovce	802	E	agricultural land
Dražovce	804	E	agricultural land
Dražovce	805	E	agricultural land
Dražovce	807	E	agricultural land
Dražovce	808	E	agricultural land
Dražovce	809	E	agricultural land
Dražovce	810	E	agricultural land
Dražovce	811	E	agricultural land
Dražovce	812	E	agricultural land
Dražovce	1221	E	agricultural land
Dražovce	1222	E	agricultural land
Dražovce	1223	E	agricultural land
Dražovce	1224	E	agricultural land
Dražovce	1226	E	agricultural land
Dražovce	1228	E	agricultural land
Dražovce	1229	E	agricultural land

Cadastral area	Land Plot No.	Reg.	Type of land
Dražovce	1230	E	agricultural land
Dražovce	1231	E	agricultural land
Dražovce	1232	E	agricultural land
Dražovce	1234	E	agricultural land
Dražovce	1235	E	agricultural land
Dražovce	1236	E	agricultural land
Dražovce	1237	E	agricultural land
Dražovce	1238	E	agricultural land
Dražovce	1240	E	agricultural land
Dražovce	1241	E	agricultural land
Dražovce	1242	E	agricultural land
Dražovce	1243	E	agricultural land
Dražovce	1244	E	agricultural land
Dražovce	1245	E	agricultural land
Dražovce	1246	E	agricultural land
Dražovce	1248	E	agricultural land
Dražovce	1249	E	agricultural land
Dražovce	1250	E	agricultural land
Dražovce	1251	E	agricultural land
Dražovce	1255	E	other area
Dražovce	1544	E	agricultural land
Dražovce	1545	E	agricultural land
Dražovce	1549	E	agricultural land
Dražovce	1550	E	agricultural land
Dražovce	1551	E	agricultural land
Dražovce	1552	E	agricultural land
Dražovce	1553	E	agricultural land
Dražovce	1554	E	agricultural land
Dražovce	1555	E	agricultural land
Dražovce	1557	E	agricultural land
Dražovce	1558	E	agricultural land
Dražovce	1559	E	agricultural land
Dražovce	1560	E	agricultural land
Dražovce	1562	E	agricultural land
Dražovce	1563	E	agricultural land
Dražovce	1564	E	agricultural land
Dražovce	1566	E	agricultural land
Dražovce	1567	E	agricultural land
Dražovce	3024	E	water land
Dražovce	1225/1	E	agricultural land
Dražovce	1225/2	E	agricultural land
Dražovce	1227/1	E	agricultural land

Cadastral area	Land Plot No.	Reg.	Type of land
Dražovce	1227/2	E	agricultural land
Dražovce	1233/1	E	agricultural land
Dražovce	1233/2	E	agricultural land
Dražovce	1233/3	E	agricultural land
Dražovce	1233/4	E	agricultural land
Dražovce	1239/1	E	agricultural land
Dražovce	1239/2	E	agricultural land
Dražovce	1247/1	E	agricultural land
Dražovce	1247/2	E	agricultural land
Dražovce	1542/1	E	agricultural land
Dražovce	1546/1	E	agricultural land
Dražovce	1546/2	E	agricultural land
Dražovce	1547/1	E	agricultural land
Dražovce	1547/2	E	agricultural land
Dražovce	1548/1	E	agricultural land
Dražovce	1548/2	E	agricultural land
Dražovce	1561/1	E	agricultural land
Dražovce	1561/2	E	agricultural land
Dražovce	1565/1	E	agricultural land
Dražovce	1565/2	E	agricultural land
Dražovce	480/2	E	grassy
Dražovce	481/1	E	grassy
Dražovce	481/2	E	grassy
Dražovce	499/1	E	grassy
Dražovce	499/2	E	grassy
Dražovce	505/3	E	agricultural land
Dražovce	506/2	E	agricultural land
Dražovce	507/2	E	agricultural land
Dražovce	508/2	E	agricultural land
Dražovce	509/2	E	agricultural land
Dražovce	512/2	E	grassy
Dražovce	512/3	E	grassy
Dražovce	557/2	E	agricultural land
Dražovce	558/3	E	agricultural land
Dražovce	558/4	E	agricultural land
Dražovce	559/1	E	agricultural land
Dražovce	559/2	E	agricultural land
Dražovce	560/1	E	agricultural land
Dražovce	560/2	E	grassy
Dražovce	561/1	E	grassy
Dražovce	561/2	E	grassy
Dražovce	562/1	E	agricultural land

Cadastral area	Land Plot No.	Reg.	Type of land
Dražovce	562/2	E	agricultural land
Dražovce	563/1	E	agricultural land
Dražovce	563/4	E	agricultural land
Dražovce	564/2	E	agricultural land
Dražovce	567/2	E	agricultural land
Dražovce	569/2	E	agricultural land
Dražovce	572/1	E	grassy
Dražovce	572/2	E	grassy
Dražovce	573/1	E	agricultural land
Dražovce	573/2	E	agricultural land
Dražovce	574/3	E	grassy
Dražovce	574/4	E	agricultural land
Dražovce	575/5	E	agricultural land
Dražovce	576/1	E	agricultural land
Dražovce	576/2	E	agricultural land
Dražovce	576/3	E	agricultural land
Dražovce	576/4	E	agricultural land
Dražovce	577/1	E	grassy
Dražovce	577/2	E	grassy
Dražovce	577/3	E	grassy
Dražovce	577/4	E	agricultural land
Dražovce	603/1	E	grassy
Dražovce	603/2	E	grassy
Dražovce	604/1	E	agricultural land
Dražovce	604/2	E	agricultural land
Dražovce	606/1	E	agricultural land
Dražovce	606/2	E	agricultural land
Dražovce	607/1	E	agricultural land
Dražovce	607/2	E	agricultural land
Dražovce	608/1	E	grassy
Dražovce	608/2	E	grassy
Dražovce	639/1	E	grassy
Dražovce	639/2	E	grassy
Dražovce	640/1	E	agricultural land
Dražovce	640/2	E	agricultural land
Dražovce	641/1	E	agricultural land
Dražovce	641/2	E	agricultural land
Dražovce	646/1	E	agricultural land
Dražovce	646/2	E	agricultural land
Dražovce	654/1	E	agricultural land
Dražovce	654/2	E	agricultural land
Dražovce	655/1	E	agricultural land

Cadastral area	Land Plot No.	Reg.	Type of land
Dražovce	655/2	E	agricultural land
Dražovce	666/1	E	agricultural land
Dražovce	666/2	E	agricultural land
Dražovce	667/1	E	agricultural land
Dražovce	667/2	E	agricultural land
Dražovce	668/1	E	grassy
Dražovce	668/2	E	grassy
Dražovce	671/1	E	agricultural land
Dražovce	671/2	E	agricultural land
Dražovce	671/3	E	agricultural land
Dražovce	672/1	E	grassy
Dražovce	672/2	E	grassy
Dražovce	672/3	E	grassy
Dražovce	679/1	E	agricultural land
Dražovce	679/2	E	agricultural land
Dražovce	680/1	E	grassy
Dražovce	680/2	E	grassy
Dražovce	683/1	E	agricultural land
Dražovce	683/2	E	agricultural land
Dražovce	684/1	E	grassy
Dražovce	684/2	E	grassy
Dražovce	685/1	E	grassy
Dražovce	685/2	E	grassy
Dražovce	686/1	E	agricultural land
Dražovce	686/2	E	agricultural land
Dražovce	693/1	E	grassy
Dražovce	693/2	E	grassy
Dražovce	696/1	E	grassy
Dražovce	696/2	E	grassy
Dražovce	697/1	E	grassy
Dražovce	697/2	E	grassy
Dražovce	699/1	E	agricultural land
Dražovce	699/2	E	agricultural land
Dražovce	700/1	E	grassy
Dražovce	700/2	E	grassy
Dražovce	700/3	E	grassy
Dražovce	700/4	E	grassy
Dražovce	701/1	E	agricultural land
Dražovce	701/2	E	agricultural land
Dražovce	704/1	E	grassy
Dražovce	704/2	E	grassy
Dražovce	705/1	E	grassy

Cadastral area	Land Plot No.	Reg.	Type of land
Dražovce	705/2	E	grassy
Dražovce	708/1	E	agricultural land
Dražovce	708/2	E	grassy
Dražovce	709/1	E	grassy
Dražovce	709/2	E	grassy
Dražovce	709/3	E	grassy
Dražovce	709/4	E	agricultural land
Dražovce	709/5	E	grassy
Dražovce	710/1	E	grassy
Dražovce	710/2	E	agricultural land
Dražovce	710/3	E	agricultural land
Dražovce	711/1	E	agricultural land
Dražovce	711/2	E	agricultural land
Dražovce	715/1	E	agricultural land
Dražovce	715/2	E	agricultural land
Dražovce	720/1	E	agricultural land
Dražovce	720/2	E	agricultural land
Dražovce	724/1	E	agricultural land
Dražovce	724/2	E	agricultural land
Dražovce	733/1	E	grassy
Dražovce	733/2	E	agricultural land
Dražovce	734/1	E	grassy
Dražovce	734/2	E	grassy
Dražovce	738/1	E	grassy
Dražovce	738/2	E	grassy
Dražovce	738/3	E	grassy
Dražovce	738/4	E	grassy
Dražovce	739/1	E	agricultural land
Dražovce	739/2	E	agricultural land
Dražovce	748/1	E	other area
Dražovce	748/2	E	other area
Dražovce	749/1	E	other area
Dražovce	749/4	E	other area
Dražovce	750/1	E	other area
Dražovce	750/2	E	other area
Dražovce	750/5	E	other area
Dražovce	754/1	E	agricultural land
Dražovce	754/2	E	agricultural land
Dražovce	779/1	E	agricultural land
Dražovce	779/2	E	agricultural land
Dražovce	794/1	E	agricultural land
Dražovce	794/2	E	agricultural land

Cadastral area	Land Plot No.	Reg.	Type of land
Dražovce	794/3	E	agricultural land
Dražovce	794/4	E	agricultural land
Dražovce	799/1	E	agricultural land
Dražovce	799/2	E	agricultural land
Dražovce	799/3	E	agricultural land
Dražovce	800/1	E	agricultural land
Dražovce	800/2	E	agricultural land
Dražovce	800/3	E	agricultural land
Dražovce	800/4	E	agricultural land
Dražovce	800/5	E	agricultural land
Dražovce	803/1	E	agricultural land
Dražovce	803/3	E	agricultural land
Dražovce	803/5	E	agricultural land
Dražovce	806/1	E	agricultural land
Dražovce	806/2	E	agricultural land
Dražovce	747	E	other areas
Dražovce	1568	E	agricultural land

Part B Expansion Land

Cadastral area	Land Plot No.	Reg.	Type of land
Čakajovce	410/2	C	other areas
Čakajovce	253	E	agricultural land
Čakajovce	259	E	agricultural land
Čakajovce	260	E	agricultural land
Čakajovce	265	E	agricultural land
Čakajovce	268	E	agricultural land
Čakajovce	269	E	agricultural land
Čakajovce	276	E	agricultural land
Čakajovce	277	E	agricultural land
Čakajovce	280	E	agricultural land
Čakajovce	283	E	agricultural land
Čakajovce	286	E	agricultural land
Čakajovce	289	E	agricultural land
Čakajovce	292	E	agricultural land
Čakajovce	295	E	agricultural land
Čakajovce	301	E	agricultural land
Čakajovce	304	E	agricultural land
Čakajovce	307	E	agricultural land
Čakajovce	308	E	agricultural land

Cadastral area	Land Plot No.	Reg.	Type of land
Čakajovce	312	E	agricultural land
Čakajovce	314	E	agricultural land
Čakajovce	319	E	agricultural land
Čakajovce	326	E	agricultural land
Čakajovce	327	E	agricultural land
Čakajovce	330	E	agricultural land
Čakajovce	331	E	agricultural land
Čakajovce	334	E	agricultural land
Čakajovce	335	E	agricultural land
Čakajovce	338	E	agricultural land
Čakajovce	339	E	agricultural land
Čakajovce	342	E	agricultural land
Čakajovce	346	E	agricultural land
Čakajovce	347	E	agricultural land
Čakajovce	348	E	agricultural land
Čakajovce	351	E	agricultural land
Čakajovce	352	E	agricultural land
Čakajovce	356	E	agricultural land
Čakajovce	360	E	agricultural land
Čakajovce	361	E	agricultural land
Čakajovce	364	E	agricultural land
Čakajovce	366	E	agricultural land
Čakajovce	367	E	agricultural land
Čakajovce	370	E	agricultural land
Čakajovce	371	E	agricultural land
Čakajovce	372	E	agricultural land
Čakajovce	375	E	agricultural land
Čakajovce	377	E	agricultural land
Čakajovce	378	E	agricultural land
Čakajovce	379	E	agricultural land
Čakajovce	382	E	agricultural land
Čakajovce	383	E	agricultural land
Čakajovce	386	E	agricultural land
Čakajovce	387	E	agricultural land
Čakajovce	390	E	agricultural land
Čakajovce	402	E	agricultural land
Čakajovce	410	E	agricultural land
Čakajovce	411	E	agricultural land
Čakajovce	413	E	agricultural land
Čakajovce	414	E	agricultural land
Čakajovce	415	E	agricultural land
Čakajovce	416	E	agricultural land

Cadastral area	Land Plot No.	Reg.	Type of land
Čakajovce	417	E	agricultural land
Čakajovce	418	E	agricultural land
Čakajovce	419	E	agricultural land
Čakajovce	422	E	agricultural land
Čakajovce	423	E	agricultural land
Čakajovce	424	E	agricultural land
Čakajovce	427	E	other areas
Čakajovce	428	E	agricultural land
Čakajovce	429	E	agricultural land
Čakajovce	430	E	agricultural land
Čakajovce	431	E	agricultural land
Čakajovce	432	E	agricultural land
Čakajovce	433	E	agricultural land
Čakajovce	435	E	agricultural land
Čakajovce	437	E	agricultural land
Čakajovce	438	E	agricultural land
Čakajovce	439	E	agricultural land
Čakajovce	440	E	agricultural land
Čakajovce	441	E	agricultural land
Čakajovce	442	E	agricultural land
Čakajovce	443	E	agricultural land
Čakajovce	444	E	agricultural land
Čakajovce	445	E	agricultural land
Čakajovce	446	E	agricultural land
Čakajovce	447	E	agricultural land
Čakajovce	448	E	agricultural land
Čakajovce	449	E	agricultural land
Čakajovce	451	E	grassy
Čakajovce	452	E	grassy
Čakajovce	453	E	grassy
Čakajovce	454	E	grassy
Čakajovce	455	E	grassy
Čakajovce	456	E	grassy
Čakajovce	457	E	agricultural land
Čakajovce	458	E	grassy
Čakajovce	459	E	other areas
Čakajovce	476	E	agricultural land
Čakajovce	477	E	grassy
Čakajovce	482	E	grassy
Čakajovce	483	E	grassy
Čakajovce	484	E	agricultural land
Čakajovce	485	E	agricultural land

Cadastral area	Land Plot No.	Reg.	Type of land
Čakajovce	486	E	grassy
Čakajovce	487	E	agricultural land
Čakajovce	490	E	grassy
Čakajovce	491	E	agricultural land
Čakajovce	494	E	grassy
Čakajovce	495	E	agricultural land
Čakajovce	496	E	agricultural land
Čakajovce	497	E	grassy
Čakajovce	498	E	grassy
Čakajovce	499	E	agricultural land
Čakajovce	500	E	agricultural land
Čakajovce	501	E	grassy
Čakajovce	502	E	grassy
Čakajovce	503	E	agricultural land
Čakajovce	506	E	grassy
Čakajovce	507	E	agricultural land
Čakajovce	508	E	agricultural land
Čakajovce	509	E	grassy
Čakajovce	512	E	agricultural land
Čakajovce	513	E	grassy
Čakajovce	518	E	agricultural land
Čakajovce	519	E	grassy
Čakajovce	520	E	agricultural land
Čakajovce	521	E	agricultural land
Čakajovce	522	E	grassy
Čakajovce	523	E	grassy
Čakajovce	524	E	agricultural land
Čakajovce	525	E	agricultural land
Čakajovce	526	E	grassy
Čakajovce	527	E	grassy
Čakajovce	528	E	agricultural land
Čakajovce	529	E	agricultural land
Čakajovce	530	E	grassy
Čakajovce	531	E	grassy
Čakajovce	532	E	agricultural land
Čakajovce	533	E	agricultural land
Čakajovce	534	E	grassy
Čakajovce	537	E	agricultural land
Čakajovce	538	E	grassy
Čakajovce	539	E	grassy
Čakajovce	540	E	agricultural land
Čakajovce	541	E	agricultural land

Cadastral area	Land Plot No.	Reg.	Type of land
Čakajovce	542	E	grassy
Čakajovce	543	E	grassy
Čakajovce	544	E	agricultural land
Čakajovce	545	E	agricultural land
Čakajovce	550	E	agricultural land
Čakajovce	551	E	grassy
Čakajovce	552	E	grassy
Čakajovce	553	E	agricultural land
Čakajovce	560	E	agricultural land
Čakajovce	562	E	grassy
Čakajovce	563	E	agricultural land
Čakajovce	566	E	agricultural land
Čakajovce	567	E	grassy
Čakajovce	568	E	grassy
Čakajovce	571	E	grassy
Čakajovce	572	E	grassy
Čakajovce	573	E	agricultural land
Čakajovce	576	E	agricultural land
Čakajovce	577	E	grassy
Čakajovce	578	E	grassy
Čakajovce	581	E	grassy
Čakajovce	582	E	grassy
Čakajovce	583	E	agricultural land
Čakajovce	588	E	grassy
Čakajovce	597	E	grassy
Čakajovce	598	E	grassy
Čakajovce	601	E	grassy
Čakajovce	606	E	grassy
Čakajovce	609	E	agricultural land
Čakajovce	610	E	grassy
Čakajovce	611	E	grassy
Čakajovce	614	E	agricultural land
Čakajovce	615	E	agricultural land
Čakajovce	616	E	grassy
Čakajovce	617	E	agricultural land
Čakajovce	620	E	agricultural land
Čakajovce	621	E	grassy
Čakajovce	622	E	grassy
Čakajovce	626	E	grassy
Čakajovce	636	E	other areas
Čakajovce	637	E	other areas
Čakajovce	639	E	other areas

Cadastral area	Land Plot No.	Reg.	Type of land
Čakajovce	802	E	agricultural land
Čakajovce	806	E	agricultural land
Čakajovce	807	E	agricultural land
Čakajovce	811	E	agricultural land
Čakajovce	813	E	agricultural land
Čakajovce	816	E	agricultural land
Čakajovce	817	E	agricultural land
Čakajovce	820	E	agricultural land
Čakajovce	1686/23	E	agricultural land
Čakajovce	1686/24	E	agricultural land
Čakajovce	1686/25	E	agricultural land
Čakajovce	1686/26	E	agricultural land
Čakajovce	1686/27	E	agricultural land
Čakajovce	1686/28	E	agricultural land
Čakajovce	1687/1	E	agricultural land
Čakajovce	1687/10	E	agricultural land
Čakajovce	1687/11	E	agricultural land
Čakajovce	1687/12	E	agricultural land
Čakajovce	1687/13	E	agricultural land
Čakajovce	1687/14	E	agricultural land
Čakajovce	1687/15	E	agricultural land
Čakajovce	1687/16	E	agricultural land
Čakajovce	1687/17	E	agricultural land
Čakajovce	1687/18	E	agricultural land
Čakajovce	1687/19	E	agricultural land
Čakajovce	1687/2	E	agricultural land
Čakajovce	1687/20	E	agricultural land
Čakajovce	1687/21	E	agricultural land
Čakajovce	1687/22	E	agricultural land
Čakajovce	1687/23	E	agricultural land
Čakajovce	1687/24	E	agricultural land
Čakajovce	1687/25	E	agricultural land
Čakajovce	1687/3	E	agricultural land
Čakajovce	1687/4	E	agricultural land
Čakajovce	1687/5	E	agricultural land
Čakajovce	1687/6	E	agricultural land
Čakajovce	1687/7	E	agricultural land
Čakajovce	1687/8	E	agricultural land
Čakajovce	1687/9	E	agricultural land
Čakajovce	1689/1	E	agricultural land
Čakajovce	1689/2	E	agricultural land
Čakajovce	1689/3	E	agricultural land

Cadastral area	Land Plot No.	Reg.	Type of land
Čakajovce	1689/4	E	agricultural land
Čakajovce	264/1	E	agricultural land
Čakajovce	264/2	E	agricultural land
Čakajovce	272/1	E	agricultural land
Čakajovce	272/2	E	agricultural land
Čakajovce	272/3	E	agricultural land
Čakajovce	273/1	E	agricultural land
Čakajovce	273/2	E	agricultural land
Čakajovce	298/1	E	agricultural land
Čakajovce	298/2	E	agricultural land
Čakajovce	317/1	E	agricultural land
Čakajovce	317/2	E	agricultural land
Čakajovce	318/1	E	agricultural land
Čakajovce	318/2	E	agricultural land
Čakajovce	318/3	E	agricultural land
Čakajovce	318/4	E	agricultural land
Čakajovce	322/2	E	agricultural land
Čakajovce	323/1	E	agricultural land
Čakajovce	323/2	E	agricultural land
Čakajovce	343/1	E	agricultural land
Čakajovce	343/2	E	agricultural land
Čakajovce	343/3	E	agricultural land
Čakajovce	353/1	E	agricultural land
Čakajovce	353/2	E	agricultural land
Čakajovce	357/1	E	agricultural land
Čakajovce	357/2	E	agricultural land
Čakajovce	357/3	E	agricultural land
Čakajovce	363/1	E	agricultural land
Čakajovce	363/2	E	agricultural land
Čakajovce	363/3	E	agricultural land
Čakajovce	376/1	E	agricultural land
Čakajovce	376/2	E	agricultural land
Čakajovce	391/1	E	agricultural land
Čakajovce	391/2	E	agricultural land
Čakajovce	391/3	E	agricultural land
Čakajovce	391/4	E	agricultural land
Čakajovce	394/1	E	agricultural land
Čakajovce	394/2	E	agricultural land
Čakajovce	394/3	E	agricultural land
Čakajovce	395/1	E	agricultural land
Čakajovce	395/2	E	agricultural land
Čakajovce	398/1	E	agricultural land

Cadastral area	Land Plot No.	Reg.	Type of land
Čakajovce	398/2	E	agricultural land
Čakajovce	399/1	E	agricultural land
Čakajovce	399/2	E	agricultural land
Čakajovce	403/1	E	agricultural land
Čakajovce	403/2	E	agricultural land
Čakajovce	406/1	E	agricultural land
Čakajovce	406/2	E	agricultural land
Čakajovce	406/3	E	agricultural land
Čakajovce	407/1	E	agricultural land
Čakajovce	407/2	E	agricultural land
Čakajovce	407/3	E	agricultural land
Čakajovce	407/4	E	agricultural land
Čakajovce	412/1	E	agricultural land
Čakajovce	412/2	E	agricultural land
Čakajovce	420/1	E	agricultural land
Čakajovce	420/2	E	agricultural land
Čakajovce	421/1	E	agricultural land
Čakajovce	421/2	E	agricultural land
Čakajovce	421/3	E	agricultural land
Čakajovce	434/1	E	agricultural land
Čakajovce	434/2	E	agricultural land
Čakajovce	434/3	E	agricultural land
Čakajovce	434/4	E	agricultural land
Čakajovce	436/1	E	agricultural land
Čakajovce	436/2	E	agricultural land
Čakajovce	450/1	E	agricultural land
Čakajovce	450/2	E	agricultural land
Čakajovce	460/1	E	grassy
Čakajovce	460/10	E	grassy
Čakajovce	460/11	E	grassy
Čakajovce	460/12	E	grassy
Čakajovce	460/13	E	grassy
Čakajovce	460/14	E	grassy
Čakajovce	460/15	E	grassy
Čakajovce	460/16	E	grassy
Čakajovce	460/17	E	grassy
Čakajovce	460/18	E	grassy
Čakajovce	460/19	E	grassy
Čakajovce	460/2	E	grassy
Čakajovce	460/20	E	grassy
Čakajovce	460/21	E	grassy
Čakajovce	460/22	E	agricultural land

Cadastral area	Land Plot No.	Reg.	Type of land
Čakajovce	460/23	E	grassy
Čakajovce	460/3	E	grassy
Čakajovce	460/37	E	other areas
Čakajovce	460/38	E	other areas
Čakajovce	460/4	E	grassy
Čakajovce	460/40	E	grassy
Čakajovce	460/41	E	agricultural land
Čakajovce	460/42	E	grassy
Čakajovce	460/43	E	grassy
Čakajovce	460/44	E	grassy
Čakajovce	460/45	E	grassy
Čakajovce	460/5	E	grassy
Čakajovce	460/6	E	grassy
Čakajovce	460/7	E	grassy
Čakajovce	460/8	E	grassy
Čakajovce	460/9	E	grassy
Čakajovce	461/4	E	agricultural land
Čakajovce	461/5	E	agricultural land
Čakajovce	461/6	E	agricultural land
Čakajovce	461/7	E	agricultural land
Čakajovce	461/8	E	agricultural land
Čakajovce	461/9	E	agricultural land
Čakajovce	464/2	E	agricultural land
Čakajovce	465/1	E	grassy
Čakajovce	466/1	E	grassy
Čakajovce	466/2	E	grassy
Čakajovce	467/1	E	agricultural land
Čakajovce	467/2	E	agricultural land
Čakajovce	468/1	E	grassy
Čakajovce	468/2	E	grassy
Čakajovce	469/1	E	agricultural land
Čakajovce	469/2	E	agricultural land
Čakajovce	470/1	E	agricultural land
Čakajovce	470/2	E	agricultural land
Čakajovce	470/3	E	agricultural land
Čakajovce	471/1	E	grassy
Čakajovce	471/2	E	grassy
Čakajovce	471/3	E	grassy
Čakajovce	472/1	E	agricultural land
Čakajovce	472/2	E	agricultural land
Čakajovce	472/3	E	agricultural land
Čakajovce	473/1	E	grassy

Cadastral area	Land Plot No.	Reg.	Type of land
Čakajovce	473/2	E	grassy
Čakajovce	473/3	E	grassy
Čakajovce	474/1	E	grassy
Čakajovce	474/2	E	grassy
Čakajovce	474/3	E	grassy
Čakajovce	475/1	E	agricultural land
Čakajovce	475/2	E	agricultural land
Čakajovce	478/1	E	grassy
Čakajovce	478/2	E	grassy
Čakajovce	479/1	E	agricultural land
Čakajovce	479/2	E	agricultural land
Čakajovce	480/1	E	agricultural land
Čakajovce	480/2	E	agricultural land
Čakajovce	480/3	E	agricultural land
Čakajovce	481/1	E	grassy
Čakajovce	481/2	E	grassy
Čakajovce	481/3	E	grassy
Čakajovce	488/1	E	agricultural land
Čakajovce	488/2	E	agricultural land
Čakajovce	489/1	E	grassy
Čakajovce	489/2	E	grassy
Čakajovce	492/1	E	agricultural land
Čakajovce	492/2	E	agricultural land
Čakajovce	493/1	E	agricultural land
Čakajovce	493/2	E	grassy
Čakajovce	504/1	E	agricultural land
Čakajovce	504/2	E	agricultural land
Čakajovce	505/1	E	grassy
Čakajovce	505/2	E	grassy
Čakajovce	510/1	E	grassy
Čakajovce	510/2	E	grassy
Čakajovce	510/3	E	grassy
Čakajovce	510/4	E	grassy
Čakajovce	511/1	E	agricultural land
Čakajovce	511/2	E	agricultural land
Čakajovce	511/3	E	agricultural land
Čakajovce	511/4	E	agricultural land
Čakajovce	514/1	E	grassy
Čakajovce	514/2	E	grassy
Čakajovce	514/3	E	grassy
Čakajovce	514/4	E	grassy
Čakajovce	514/5	E	grassy

Cadastral area	Land Plot No.	Reg.	Type of land
Čakajovce	514/6	E	grassy
Čakajovce	514/7	E	grassy
Čakajovce	515/1	E	agricultural land
Čakajovce	515/2	E	agricultural land
Čakajovce	515/3	E	agricultural land
Čakajovce	515/4	E	agricultural land
Čakajovce	515/5	E	agricultural land
Čakajovce	515/6	E	agricultural land
Čakajovce	515/7	E	agricultural land
Čakajovce	516/1	E	agricultural land
Čakajovce	516/2	E	agricultural land
Čakajovce	516/3	E	agricultural land
Čakajovce	517/1	E	grassy
Čakajovce	517/2	E	grassy
Čakajovce	517/3	E	grassy
Čakajovce	535/1	E	grassy
Čakajovce	535/2	E	grassy
Čakajovce	535/3	E	garden
Čakajovce	536/1	E	agricultural land
Čakajovce	536/2	E	agricultural land
Čakajovce	536/3	E	agricultural land
Čakajovce	546/1	E	grassy
Čakajovce	546/2	E	grassy
Čakajovce	547/1	E	agricultural land
Čakajovce	547/2	E	agricultural land
Čakajovce	556/1	E	agricultural land
Čakajovce	556/2	E	agricultural land
Čakajovce	557/1	E	grassy
Čakajovce	557/2	E	grassy
Čakajovce	558/1	E	agricultural land
Čakajovce	558/2	E	agricultural land
Čakajovce	558/3	E	agricultural land
Čakajovce	558/4	E	agricultural land
Čakajovce	558/5	E	agricultural land
Čakajovce	561/1	E	grassy
Čakajovce	561/2	E	grassy
Čakajovce	561/3	E	grassy
Čakajovce	561/4	E	grassy
Čakajovce	586/1	E	agricultural land
Čakajovce	586/2	E	agricultural land
Čakajovce	587/1	E	grassy
Čakajovce	587/2	E	grassy

Cadastral area	Land Plot No.	Reg.	Type of land
Čakajovce	587/3	E	grassy
Čakajovce	591/1	E	agricultural land
Čakajovce	591/2	E	agricultural land
Čakajovce	592/1	E	grassy
Čakajovce	592/2	E	agricultural land
Čakajovce	593/1	E	agricultural land
Čakajovce	593/2	E	grassy
Čakajovce	594/1	E	agricultural land
Čakajovce	594/2	E	agricultural land
Čakajovce	602/1	E	grassy
Čakajovce	602/2	E	grassy
Čakajovce	605/1	E	grassy
Čakajovce	605/2	E	grassy
Čakajovce	605/3	E	grassy
Čakajovce	605/4	E	grassy
Čakajovce	625/1	E	grassy
Čakajovce	625/2	E	grassy
Čakajovce	625/3	E	grassy
Čakajovce	625/4	E	grassy
Čakajovce	633/2	E	grassy
Čakajovce	633/3	E	grassy
Čakajovce	638/1	E	other areas
Čakajovce	803/1	E	agricultural land
Čakajovce	803/2	E	agricultural land
Čakajovce	812/1	E	agricultural land
Čakajovce	821/1	E	agricultural land
Čakajovce	821/2	E	agricultural land
Čakajovce	821/3	E	agricultural land
Čakajovce	821/4	E	agricultural land
Dražovce	386/3	C	agricultural land
Jelšovce	769/4	C	agricultural land

Schedule 5
Preparation of the Site

**Schedule 6
Milestones**

**Schedule 7
General Map**

Schedule 8 Warranties

1. Representations and warranties of the Investor

1.1 Organisation

The Investor is a corporation established under the laws of England and Wales.

1.2 Authority

The Investor has the legal right and full power and authority to enter into and perform this Agreement 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.

1.3 Authorisations and approvals

All corporate authorisations and approvals necessary for the entry into this Agreement by the Investor have been obtained and are in full force and effect.

1.4 No conflicting instruments

Neither the entry into this Agreement nor the consummation or performance by the Investor of any of the obligations and/or transactions contemplated herein will contravene, conflict with, or result in a violation of any provision of the Investor's constitutional documents.

1.5 Binding effect

This Agreement constitutes the Investor's legal, valid and binding obligations that are enforceable in accordance with its terms.

1.6 Litigation

There are no actions, suits or proceedings pending or, to its knowledge, threatened, involving the Investor or its business, before any governmental authority which could have the effect of preventing, materially delaying or otherwise materially interfering with the transactions contemplated by this Agreement.

2. Representations and warranties of the Company

2.1 Organisation

The Company is a company established under the laws of Slovakia.

2.2 Authority

The Company has the legal right and full power and authority to enter into and perform this Agreement 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.

2.3 Authorisations and approvals

All corporate authorisations and approvals necessary for the entry into this Agreement by the Company have been obtained and are in full force and effect.

2.4 No conflicting instruments

Neither the entry into this Agreement nor the consummation or performance by the Company of any of the obligations and/or transactions contemplated herein will contravene, conflict with, or result in a violation of any provision of the Company's constitutional documents.

2.5 Binding effect

This Agreement constitutes the Company's legal, valid and binding obligations that are enforceable in accordance with its terms.

2.6 Litigation

There are no actions, suits or proceedings pending or, to its knowledge, threatened, involving the Company or its business, before any governmental authority which could have the effect of preventing, materially delaying or otherwise materially interfering with the transactions contemplated by this Agreement.

3. Representations and warranties of Slovakia

3.1 Authority

Slovakia has the legal right and full power and authority to enter into and perform this Agreement and to execute any other documents to be executed by it or any Government Entity pursuant to or in connection with this Agreement.

3.2 Binding effect

This Agreement constitutes Slovakia's legal, valid and binding obligations that are enforceable in accordance with its terms.

3.3 Authorisations and approvals

All authorisations and approvals necessary or desirable for Slovakia's entry into this Agreement and performance of its obligations and undertakings under this Agreement have been obtained and are in full force and effect and have been and are being complied with. No such authorisation has been breached or is likely to be suspended, cancelled, refused, modified or revoked. In particular, Slovakia has taken all necessary steps to provide for sufficient funds in the state budgets and the availability of funds within the Ministry in order to meet its obligations under this Agreement in a timely manner.

3.4 Litigation

There are no actions, suits or proceedings pending or threatened in respect of Slovakia or the Project before any Government Entity which could have the effect of preventing, delaying or otherwise interfering with the implementation of the Project as contemplated by this Agreement.

4. Representations and warranties of Nitra

4.1 Authority

Nitra has the legal right and full power and authority to enter into and perform this Agreement and to execute any other documents to be executed by it pursuant to or in connection with this Agreement.

4.2 Binding effect

This Agreement constitutes Nitra's legal, valid and binding obligations that are enforceable in accordance with its terms.

4.3 Authorisations and approvals

All authorisations and approvals necessary or desirable for Nitra's entry into this Agreement and performance of its obligations and undertakings under this Agreement have been obtained and are in full force and effect and have been and are being complied with. No such authorisation has been breached or is likely to be suspended, cancelled, refused, modified or revoked.

4.4 **Litigation**

There are no actions, suits or proceedings pending or threatened in respect of Nitra or the Project before any Government Entity, which could have the effect of preventing, delaying or otherwise interfering with the implementation of the Project as contemplated by this Agreement.

**Schedule 9
Coordinators**