

**Amendment No. 1
to Investment Agreement**

among

Jaguar Land Rover Limited

Jaguar Land Rover Slovakia s.r.o.

the Slovak Republic

and

the City of Nitra

This **Amendment No. 1** to the Investment Agreement dated 11 December 2015 is entered into

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, ID No. 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) On 11 December 2015, the Investor, the Company, Slovakia and Nitra entered into an investment agreement for purposes of implementation of the Project on the Site, as further specified therein (the “**Agreement**”).
- (B) The Parties decided on changing certain terms and conditions of the Agreement, and the Parties now wish to enter into this Amendment No. 1 to the Agreement (the “**Amendment**”).
- (C) Unless provided otherwise in this Amendment, any capitalised term used in this Amendment shall have the same meaning as was attributed to such term in the Agreement.

It is therefore agreed as follows:

1. ALTERATIONS TO THE AGREEMENT

- 1.1 The Parties have agreed that a new Clause 4.3 (b) of the following wording shall be added in Clause 4.3 (Acquisition of the Public Land) after Clause 4.3 (a) of the Agreement:

(b) In the event that some parcels constituting the Public 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 this Agreement or Future Purchase Agreements cannot be fulfilled by other means.

and Clauses 4.3 (b) and 4.3 (c) of the Agreement shall be renumbered to Clauses 4.3 (c) and 4.3 (d) of the Agreement.

- 1.2 The Parties have agreed that Clause 4.8 (a) of the Agreement shall be repealed and substituted by new Clause 4.8 (a) of the following wording:

(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, 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)).*

1.3 The Parties have agreed that Clause 9.2 of the Agreement shall be repealed and substituted by new Clause 9.2 of the following wording:

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 4.3 (b) or Clause 4.4 (b) of this Agreement in a Slovak court.*

1.4 The Parties have agreed that new Clause 9.5 shall be inserted of the following wording:

9.5 *Provided that both the Site Purchase Agreements in respect of the Site and the Excluded Land are executed, the rights of the Investor and/or the Company to claim penalties, damages or other remedies (including the right to terminate this Agreement) for failure to meet deadlines specified in items 1 to 9 of Schedule 5 (Preparation of the Site) and items 1, 2 and 4 of Schedule 6 (Milestones) shall automatically terminate without any recourse to Slovakia.*

1.5 The Parties have agreed that Clause 13.1 (d) of the Agreement shall be repealed and substituted by new Clause 13.1 (d) of the following wording:

(d) *Following the termination of this Agreement by Slovakia under Clause 13.1 (a), paragraphs (i), (ii), (iii) and (v) (but paragraph (v) with the exception when the Site Future Purchase Agreement or the Site Purchase Agreement was terminated as a result of the SPV's breach of its obligations or warranties thereunder) 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 and the Investor Construction 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 and/or the Investor Construction Works, the Investor (and/or the Company) 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 the Investor Construction 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.*

1.6 The Parties have agreed that a new Clause 13.1 (f) of the following wording shall be added at the end of Clause 13.1 (Termination by Slovakia) of the Agreement:

(f) Following the termination of this Agreement by Slovakia under Clause 13.1 (a), paragraph (v), provided that the Site Future Purchase Agreement or the Site Purchase Agreement was terminated as a result of the SPV's breach of its obligations or warranties thereunder, the Parties specifically agree that the provisions of Clause 13.2 (d) shall apply mutatis mutandis.

1.7 The Parties have agreed that Clause 13.2 (d) of the Agreement shall be repealed and substituted by new Clause 13.2 (d) of the following wording:

(d) Following the termination of this Agreement by the Investor under Clause 13.2 (a), paragraphs (iii) to (vii) (but paragraph (vi) only provided that the Site Future Purchase Agreement or the Site Purchase Agreement was terminated as a result of the SPV's breach of its obligations or warranties thereunder), 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 before 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) purchase the Site and/or the Expansion Land under the terms of the respective Future Purchase Agreement; or (B) not purchase the Site and/or the Expansion Land (or any part thereof), in which case the Investor and/or the Company shall bear no costs and will have no obligation to return the Site and/or the Expansion Land (or any part thereof) to its original condition and 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);*
- (iv) 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;

(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 and the Investor Construction Works; and

(vi) 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.

1.8 The Parties have agreed that a new Clause 13.2 (g) of the following wording shall be added at the end of Clause 13.2 (Termination by the Investor) of the Agreement:

(g) Following the termination of this Agreement by the Investor under Clause 13.2 (a), paragraph (vi), with the exception when the Site Future Purchase Agreement or the Site Purchase Agreement was terminated as a result of the SPV's breach of its obligations or warranties thereunder, the Parties specifically agree that the provisions of Clause 13.1 (d) shall apply mutatis mutandis.

1.9 The Parties have agreed that paragraph (v) of Clause 13.3 (c) of the Agreement shall be repealed and substituted by new paragraph (v) of Clause 13.3 (c) of the following wording:

(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 and the Investor Construction Works.

1.10 The Parties have agreed that Clause 1 of Schedule 1 (Interpretation) of the Agreement shall be amended by a new definition of the following wording:

Excluded Land means land plots No. 3082/1 and 2951, cadastral area Lužianky, Reg. C.

1.11 The Parties have agreed that Clause 1 of Schedule 1 (Interpretation) of the Agreement shall be amended by a new definition of the following wording:

Investor Construction Works means construction works on the Site to be performed or procured and paid by the Company and/or the Investor for purposes of developing a manufacturing plant for motor vehicles on the Site in accordance with the Project.

1.12 The Parties have agreed that definition of "SPV" in Clause 1 of Schedule 1 (Interpretation) of the Agreement shall be repealed and substituted by a new definition of the following wording:

SPV means MH Invest, s.r.o., a company established under the laws of Slovakia, with its registered office at Mlynské Nivy 44/A, 821 09 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.

- 1.13 The Parties have agreed that Part A (Timeline in respect of the Site) of Schedule 5 (Preparation of the Site) to the Agreement shall be repealed and substituted by new Part A of Schedule 5, which is attached to this Amendment as Annex A.
- 1.14 The Parties have agreed that Part A (Milestones) of Schedule 6 (Milestones) to the Agreement shall be repealed and substituted by new Part A of Schedule 6, which is attached to this Amendment as Annex B.
- 1.15 The Parties have agreed that Part C (Permitted Encumbrances) of Schedule 6 (Milestones) to the Agreement shall be repealed and substituted by new Part C of Schedule 6, which is attached to this Amendment as Annex C.

2. FINAL PROVISIONS

- 2.1 All other provisions of the Agreement not affected by this Amendment shall remain valid and effective.
- 2.2 This Amendment shall be governed by and construed in accordance with the laws of the Slovak Republic. Without undue delay after the date of execution of this Amendment by all the Parties, Slovakia shall publish the Amendment in the Central Register of Contracts (*Centrálny register zmlúv*).
- 2.3 This Amendment is executed in four (4) counterparts in English language, out of which each Party shall receive one (1) counterpart.
- 2.4 In case of any discrepancy between the English version of this Amendment and any translation thereof, the English version shall prevail.
- 2.5 The following annexes form integral parts of this Amendment:
- Annex A – Part A of Schedule 5 to the Agreement
- Annex B – Part A of Schedule 6 to the Agreement
- Annex C – Part C of Schedule 6 to the Agreement

IN WITNESS WHEREOF this Amendment has been signed by the Parties (or their duly authorized representatives) on the date(s) stated below.

For Jaguar Land Rover Limited:

Name: Dr Ralf Speth
Position: Chief Executive Officer
Date: _____

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

Name: Philip Hodgkinson
Position: Director
Date: _____

For the Slovak Republic:

Name: Peter Žiga
Position: Minister of Economy
Date: _____

For the City of Nitra:

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

ANNEX A

Schedule 5 Preparation of the Site

Part A: Timeline in respect of the Site

No.	Action	Deadline	Reference in the Agreement
1.	Completion of acquisition of the Private Land comprising the Site (with the exception of the land plots specified in Part B (<i>Land Plots</i>) of Schedule 6 (<i>Milestones</i>))	15.1.2016	4.4(a) and 4.4(b)
2.	Registration in the Cadastral Register of the SPV as the owner of the Private Land comprising the Site (with the exception of the land plots specified in Part B (<i>Land Plots</i>) of Schedule 6 (<i>Milestones</i>))	15.1.2016	4.4(c)
3.	Completion of acquisition of the Public Land comprising the Site (with the exception of the land plots specified in Part B (<i>Land Plots</i>) of Schedule 6 (<i>Milestones</i>) and other land plots, where acquisition is delayed due to procedural requirements)	15.1.2016	4.3(a) and 4.3(b)
4.	Registration in the Cadastral Register of the SPV as the owner of the Public Land comprising the Site (with the exception of the land plots specified in Part B (<i>Land Plots</i>) of Schedule 6 (<i>Milestones</i>) and other land plots, where acquisition is delayed due to procedural requirements)	15.1.2016	4.3(c)
5.	Completion of acquisition of the land constituting the Site by SPV (with the exception of the land plots of the (i) Private Land specified in Part B (<i>Land Plots</i>) of Schedule 6 (<i>Milestones</i>) and (ii) Public Land specified in Part B (<i>Land Plots</i>) of Schedule 6 (<i>Milestones</i>) and/or where acquisition is delayed due to procedural requirements)	15.1.2016	4.2(a) (i)
6.	Completion of the land reorganization/geometrical plans (with the exception of the land plots of the (i) Private Land specified in Part B (<i>Land Plots</i>) of Schedule 6 (<i>Milestones</i>) and (ii) Public Land specified in Part B (<i>Land Plots</i>) of Schedule 6 (<i>Milestones</i>) and/or where acquisition is delayed due to procedural requirements)	22.2.2016	4.5(a)
7.	Completion of acquisition of the land plots of the Private Land specified in Part B (<i>Land Plots</i>) of Schedule 6 (<i>Milestones</i>)	24.3.2016	N/A
8.	Completion of acquisition of the land plots of the Public Land specified in Part B (<i>Land Plots</i>) of Schedule 6 (<i>Milestones</i>) and/or where acquisition is delayed due to procedural requirements	24.3.2016	N/A
9.	Satisfaction of Conditions Precedent under the Future Site Purchase Agreement and execution of the Purchase Agreement(s) in respect of the Site excluding the Excluded Land.	9.9.2016	4.8(a)

10.	Completion of acquisition of the Excluded Land	15.04.2017	N/A
11.	Registration in the Cadastral Register of the SPV as the owner of the Excluded Land	15.04.2017	N/A
12.	Satisfaction of Conditions Precedent under the Future Site Purchase Agreement and execution of the Purchase Agreement(s) in respect of the Excluded Land.	15.04.2017	N/A
13.	Completion of Site Remediation Works	Area S1: 31.3.2016 Area S2: 31.3.2016 Area S3: 18.5.2016 Area S4: 18.5.2016 Area S5.1: 31.10.2016 Area S5.1 roads priority: 31.10.2016 Area S5.1 estates: 31.12.2016 Area S5.2: 31.3.2017 Area S5.3: 31.3.2017 Area S6.1: 30.11.2016 Area S6.2: 31.3.2017 Area SP01.1 (priority): 31.1.2017 Area SP01.2: 31.3.2017 Area SP02.1 (priority): 31.1.2017 Area SP02.2: 31.3.2017	4.2.(a) (iii)

ANNEX B

Schedule 6 Milestones

Part A Milestones

	Milestone	Date	Remedy period to penalty(days)	Penalty amount (daily) EUR	Additional remedy period to termination (days)	Termination event
1.	Acquisition of the Site by the SPV with the exception of the land plots specified in Part B (<i>Land Plots</i>) of Schedule 6 (<i>Milestones</i>) below and the land plots of the public land where acquisition is delayed due to procedural requirements	15.1.2016	30	B	60	Yes
2.	Acquisition of the Site by the SPV	24.3.2016	30	B	60	Yes
3.	Site remediation	Area S1: 31.3.2016 Area S2: 31.3.2016 Area S3: 18.5.2016 Area S4: 18.5.2016 Area S5.1: 31.10.2016 Area S5.1 roads priority: 31.10.2016 Area S5.1 estates: 31.12.2016 Area S5.2: 31.3.2017 Area S5.3: 31.3.2017 Area S6.1: 30.11.2016 Area S6.2: 31.3.2017	30 in each case	A	30 in each case	Yes

		Area SP01.1 (priority): 31.1.2017 Area SP01.2: 31.3.2017 Area SP02.1 (priority): 31.1.2017 Area SP02.2: 31.3.2017				
4.	Satisfaction of Conditions Precedent under the Future Site Purchase Agreement and execution of the Purchase Agreement(s) in respect of the Site excluding the Excluded Land	9.9.2016	30	A	30	Yes
5.	Satisfaction of Conditions Precedent under the Future Site Purchase Agreement and execution of the Purchase Agreement(s) in respect of the Excluded Land	15.04.2017	30	A	30	Yes
6.	Temporary utilities at the point of connection (site accommodation)	Initial electricity – 24.5.2016 Initial drinking water – 24.5.2016 Initial sewage – 24.5.2016 Initial rain water – 24.5.2016	30	A	30	No
7.	Final utilities at the point of connection	Final gas – 1.1.2017 Final electricity – 25.12.2017 ¹ Final sewage – 1.05.2017 Final storm water – 6 months after input provided Final water supply – 15.4.2017	30	A	30	No
8.	Flood Defence and Ground Water Management	Flood defence – 29.12.2016 Ground water management –	30	A	30	No

¹ The SPV is working towards bringing the final electricity connection date forward from 25.12.2017. The date will be brought forward if the electricity supplier can provide a guarantee that the necessary steps can be achieved to do so.

		16.6.2016				
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Penalty Grading (EUR)

A = EUR 50,000. Critical – 60 day maximum remedy period.

B = EUR 20,000. Less time critical – 90 day maximum remedy period.

Application of penalties

No double penalty. If a certain milestone is subsidiary to another subsequent milestone, the higher single penalty is applied upon failure to achieve the subsequent milestone within the remedy period and the lower penalty is disapplied.

ANNEX C

Schedule 6 Milestones

Part C Permitted Encumbrances

1. Statutory easements established under energy laws, in particular:
 - (i) easements established under Section 22 *et seq.* of Act No. 79/1957 Coll. on the Production, Distribution and Consumption of Electricity (the Electrification Act) in connection with Section 96(4) of Act No. 251/2012 Coll. on Energy as amended;
 - (ii) easements established under Section 10(5) of Act No. 656/2004 Coll. on Energy in connection with Section 96(4) of Act No. 251/2012 Coll. on Energy as amended; and
 - (iii) any other statutory easements arising from Act No. 251/2012 Coll. on Energy as amended.
2. Statutory pre-emption right established under the Significant Investments Act.

For the avoidance of doubts, any notes registered in the Cadastral Register regarding pending court proceedings or issued preliminary injunctions in which the SPV is not involved as a party do not comprise an Encumbrance. Nonetheless, the SPV shall use its best effort to cooperate with the respective petitioners of the notes in order to ensure their deletions from the Cadastral Register.