

Agreement on the Transfer and Assumption of Loan Agreements

by and between

IMOB a.s.

and

PRISKO a.s.

as Sellers

and

RIDG Holding s.r.o.

as Purchaser

under accession of

VIPAP VIDEM KRŠKO d.d.

Table of Contents:

1.	PREAMBLE	3
2.	DEFINITIONS AND INTERPRETATION	4
3.	TRANSFER OF LOAN AGREEMENTS AND COLLATERALS	7
4.	LOAN PRICE, ESCROW AGREEMENT	10
5.	UNDERTAKING NOT TO SELL; TRANSFER OF PAYMENTS	11
6.	CONDITIONS PRECEDENT TO COMPLETION	11
7.	COMPLETION	13
8.	WARRANTIES OF THE SELLER	13
9.	WARRANTIES OF THE PURCHASER	15
10.	TERMINATION	17
11.	CONFIDENTIALITY AND ANNOUNCEMENTS	17
12.	REMEDIES	18
13.	EXPENSES, COSTS AND TAXES	18
14.	GOVERNING LAW, JURISDICTION	19
15.	MISCELLANEOUS	19
	SCHEDULE 1: LIST OF LOAN AGREEMENTS AND COLLATERALS	23
	SCHEDULE 2: LOAN DOCUMENTATION CD/DVD	26
	SCHEDULE 3: CONFIRMATORY TRANSFER DEED (<i>LISTINA O POTRDITVI PRENOSA</i>)	27
	SCHEDULE 4: DATA PACKAGE	38

THIS Agreement (the "**Agreement**") is made on 30 September 2019

AMONG:

- (A) **PRISKO a.s.**, a joint stock corporation established under the laws of the Czech Republic with its corporate seat in Prague and its business address at Thámova 181/20, Karlín, 186 00 Prague 8, Czech Republic, with identification number 463 55 901, entered in the Commercial Registry maintained by the Municipal Court in Prague, Rider B, Insert 1729 ("**PRISKO**");
- (B) **IMOB a.s.**, a joint stock corporation established under the laws of the Czech Republic with its corporate seat in Prague and its business address at Thámova 181/20, Karlín, 186 00 Prague 8, Czech Republic, with identification number 601 97 901, entered in the Commercial Registry maintained by the Municipal Court in Prague, Rider B, Insert 2651 (the "**IMOB**")

(IMOB and PRISKO shall hereinafter be individually referred to as a "**Seller**" and collectively as the "**Sellers**")

and

- (C) **RIDG Holding s.r.o.**, a limited liability company incorporated and validly existing under the laws of the Czech Republic, with its corporate seat in Prague and its business address at Budějovická 1550/15a, Michle, 140 00 Prague 4, with identification number 074 49 577, entered in the Commercial Registry maintained by the Municipal Court in Prague, Rider C, Insert 301217 (the "**Purchaser**")

(the Sellers and the Purchaser shall hereinafter be individually referred to as a "**Party**" and collectively as the "**Parties**")

under accession of

- (D) **VIPAP VIDEM KRŠKO proizvodnja papirja in vlaknin d.d.**, a joint stock corporation established under the laws of the Republic of Slovenia with its corporate seat in Krško and its business address at Tovarniška ulica 18, 8270 Krško, Slovenia, registered with the Slovenian commercial register under registration number 5971101000 (the "**Company**").

1. PREAMBLE

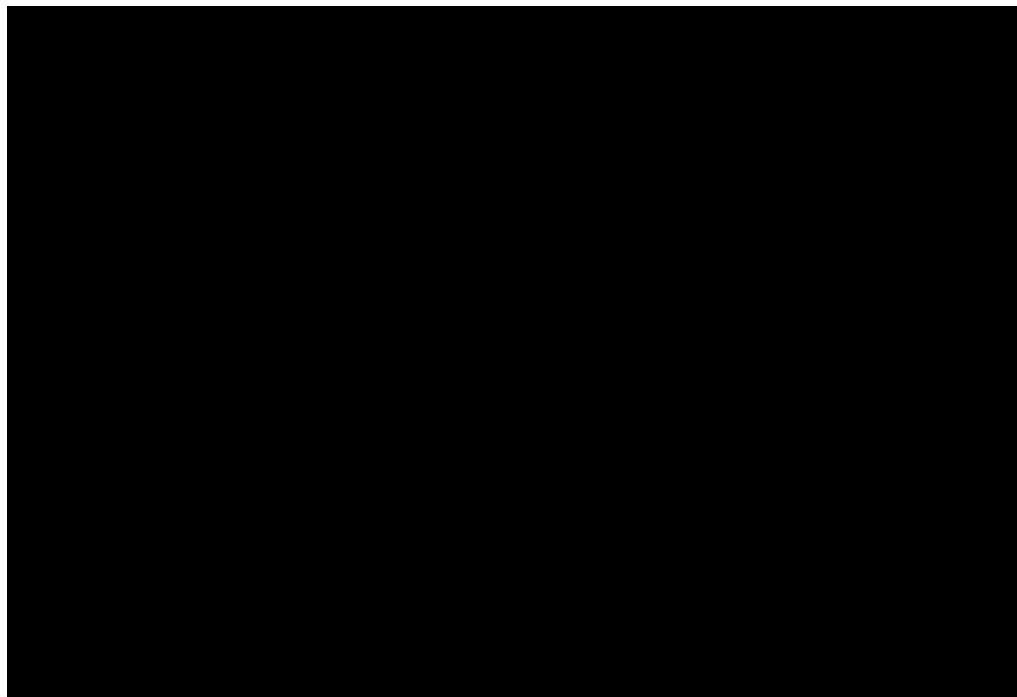
- 1.1. WHEREAS, the Company (as borrower) and Sellers (as creditors) entered into Loan Agreements, as amended from time to time, including by way of restructuring agreement, defined and listed in SCHEDULE 1 to this Agreement (the "**Loan Agreements**"), according to which:

- IMOB provided the Company with loan facilities in the total amount of [REDACTED], whereas as of the date hereof the entire principal amount of [REDACTED] is outstanding and
- PRISKO provided the Company with loan facilities in the total amount of [REDACTED] whereas as of the date hereof the entire principal amount of [REDACTED] is outstanding.

- 1.2. WHEREAS, the Company provided the collaterals defined and listed in the SCHEDULE 1 to this Agreement (the "**Collaterals**") to the Sellers, as a security for obligations arising out of the Loan Agreements.

1.3. WHEREAS copies of (i) the Loan Agreements and (ii) the Security Agreements are stored on the non-erasable CD or DVD media, which is attached hereto as SCHEDULE 2.

1.4.



1.5. WHEREAS, the Purchaser has carried out a due diligence review of the Disclosed Information and has decided to enter into this Agreement on the basis of that investigation and the Purchaser's own determinations, evaluations and estimates. The Purchaser is not acting in reliance on any representation of, or information furnished by the Sellers, except for the representations and warranties expressly provided by the Sellers herein.

1.6. WHEREAS, the Purchaser wishes to assume contractual position of the Sellers under the Loan Documentation and Sellers wish to transfer and assign their contractual position with all auxiliary rights under the Loan Documentation to the Purchaser under the terms and conditions agreed in this Agreement.

NOW THEREFORE, the Parties and the Company agree as follows:

2. DEFINITIONS AND INTERPRETATION

2.1. Definitions

Agent: means an agent selected by the Parties to open an Escrow Account and to perform certain activities in accordance to the Escrow Agreement.

Agreement: means this agreement on the transfer and assumption of Loan Agreements.

Applicable Law: means all applicable statutes, law, ordinances, rules and regulations, including but not limited to, any licence, permit or other governmental Authorisation, in each case in effect from time to time.

Authorisation: means any authorisation, consent, resolution, registration, filing, agreement, notarisation, certificate, licence, approval, permit, authority or exemption from, by or with any Governmental Authority, whether given or withheld by express action or deemed given or withheld by failure to act within any specified time period and all corporate, creditors' and shareholders' approvals or consents.

Breach: has the meaning set forth in section 8.6.1.

Business Day: a day other than a Saturday, Sunday or public holiday in Slovenia or Czech Republic when banks in Slovenia and Czech Republic are open for business.

Claim Notice: has the meaning set forth in section 8.6.5.

Collaterals: has the meaning set forth in section 1.2 above.

Completion: means the completion of the assumption of the contractual positions under the Loan Documents by the Purchaser in accordance with this Agreement.

Completion Date: has the meaning set forth in section 7.1.

Conditions Precedent: has the meaning set forth in section 6.1.

Confirmatory Transfer Deed: means, in respect to a Party, the document to be signed by such party in accordance with (and in the form and content as specified in SCHEDULE 3 Confirmatory Transfer Deed (*Listina o potrditvi prenosa*)).

Continuing Clauses: means, collectively, section 2 (*Definitions and interpretation*), section 11.1 (*Confidentiality and Announcements*), section 14 (*Governing Law and Jurisdiction*) and section 15 (*Miscellaneous*) inclusive.

Czech Contracts Registry: has the meaning set forth in section 8.3.

Data Package: means the documents listed in SCHEDULE 4:

Disclosed Information: means information that (A) formed part of the Data Package or (B) was discernible either from the Slovenian on-line court/commercial register or register of non-possessory liens and seized movable property at AJPES (<https://www.ajpes.si/>) or the Slovenian on-line land registry (accessible through e-Sodstvo portal <https://evlozisce.sodisce.si/esodstvo/index.html>) as at 12 September 2019, in each case (A) and (B) including (without limitation) any information which a reasonable and prudent buyer, advised by competent and experienced legal counsel, financial and other advisors could reasonably have been expected to have identified based on a document forming part of the Disclosed Information.

Encumbrance: means any encumbrance, third party right or security interest of any kind whatsoever, including a mortgage, pledge, charge (whether fixed or floating), assignment, lien, easement, power of sale, right of pre-emption or right of first refusal.

Escrow Account: means an account opened by the Agent on the basis of the Escrow Agreement.

Escrow Agreement: means an escrow agreement concluded between the Parties and the Agent to complete the Transaction assumed by this Agreement.

EUR: means Euro, the official currency of certain states in the European Union.

Governmental Authority: means the government of any country, or of any political subdivision thereof, whether state, regional or local, and any agency, authority, branch, department, regulatory body, court, register, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government or any subdivision thereof (including any supra-national bodies), and all officials, agents and representatives of each of the foregoing.

IMOB's Bank Account: means bank account of IMOB No. 6003950017/6000, opened with PPF Banka a.s.

IMOB Loan Price has the meaning set forth in section 4.1.2

Loan Agreements: has the meaning set forth in section 1.1 above.

Loan Documentation: means each Loan Agreement together with the respective Security Agreements.

Loan Price: has the meaning set forth in section 4.1.

Long Stop Date: means 29 November 2019.

Ministry: means the Czech Republic, represented by the Ministry of Finance, with its seat in Prague and its address at Letenská 15, 118 10 Prague and with identification number 00006947.

OZ: has the meaning set forth in section 3.2.1.

PRISKO's Bank Account: means bank account of PRISKO No. 6031310009/6000, opened with PPF Banka a.s.

PRISKO Loan Price has the meaning set forth in section 4.1.1.

Security Agreements: means existing security agreements regarding the Collaterals, as set forth in SCHEDULE 1 to this Agreement.

Signing Date: means a date when this Agreement has been signed.

SPA: means an agreement pursuant to which the SPA Selling Entity sells and transfers to the Purchaser the shares issued by the Company, and the Purchaser purchases and takes over these shares from the SPA Selling Entity.

SPA Selling Entity: means any of the Ministry, IMOB, PRISKO or any of their affiliates and/or special purpose companies.

Transaction: means the assumption of contractual position under the Loan Agreements.

Transaction Documents: means this Agreement and any other agreement executed or to be executed by the Parties and/or the Company on the Signing Date, at Completion, or between the Signing Date and Completion of the Transaction.

2.2. Interpretation

In this Agreement, unless the context otherwise requires:

- (A) words in the singular include the plural and *vice versa*;
- (B) words denoting one gender include each gender and all genders;
- (C) any phrase introduced by the terms *including, include, in particular* or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- (D) the terms *hereof, herein, hereby, hereto* and derivative or similar words refer to this entire Agreement, including its Schedules;
- (E) section, Schedule, paragraph headings or table of contents shall not affect the interpretation of this Agreement;
- (F) the term *section* shall refer to the specified section of this Agreement;
- (G) any reference to *writing* or *written* means any method of reproducing words in a legible and non-transitory form (including e-mail);
- (H) reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- (I) terms to which a non-English translation has been added shall be interpreted as having the meaning assigned to them by the non-English translation;
- (J) words *to the best knowledge of the Seller* shall be construed as “to the best knowledge of the Seller as the creditor giving a relevant warranty, after having made all relevant inquiries (including, without limitation, any inquiries required under the regulations applicable to credit institutions) as a diligent creditor”.

- 2.3. The Schedules form part of this Agreement as if set out in full in this Agreement and a reference to “this Agreement” includes a reference to the Schedules.

3. TRANSFER OF LOAN AGREEMENTS AND COLLATERALS

3.1. Agreement on transfer of Loan Documentation

3.1.1. Upon the terms and subject to the conditions of this Agreement, the Sellers hereby agree to sell, transfer and assign their contractual position under the Loan Documentation to the Purchaser (including, for the avoidance of doubt, the sale, transfer and assignment of Collaterals), and the Purchaser agrees to assume the contractual position of the Sellers under the Loan Documentation with legal effect as of (and subject to) Completion and against payment of the Loan Price by the Purchaser.

3.2. Transfer of Loan Agreements

3.2.1. As of (and subject to) Completion, the Sellers' contractual position under each Loan Agreement listed in the SCHEDULE 1 shall be transferred and assigned to the Purchaser, and the Purchaser shall take over the entire contractual position which such Seller has towards the Company under each specific Loan Agreement, including all, either non-mature or accrued

but unpaid, receivables, rights and obligations of each Seller thereunder, by way of transfer of contract (*prenos pogodbe*) pursuant to Article 122 of the Slovenian Obligation Code (*Obligacijski zakonik*, the "OZ").

3.3. Transfer of Collaterals

3.3.1. Subject to and with the Sellers' transfer of the contractual position under the Loan Agreements, as outlined in the section 3.2 above, particularly also any and all securities granted and established by the Company to the Sellers in order to secure the Company's obligations under the Loan Agreements shall transfer from the Sellers to the Purchaser.

3.3.2. Subject to the occurrence of Completion and unless stated otherwise in section 3.4.1.1, the Sellers shall, by way of the Confirmatory Transfer Deed (*Listina o potrditvi odstopa*), transfer to the Purchaser all non-accessory (*neakcesorno*) Collaterals by assigning (*odstop terjatev*) to the Purchaser, and the Purchaser accepts such assignment of all receivables of the Company towards certain of the Company's debtors (including, without limitation, SID – Prva kreditna zavarovalnica d.d.) that any Seller have acquired as security for fulfilment of the Company's obligations under specific Loan Agreements by the fiduciary assignment of receivables (as further specified in the Security Agreements related to the assignment of receivables).

3.4. Transfer of Security Agreements

3.4.1. Subject to and with the transfer of the contractual position under the Loan Agreements, the Sellers hereby also transfer and assign their contractual position under the Security Agreements regarding the Collaterals, and the Purchaser assumes the contractual position under these agreements, namely:

3.4.1.1. Assignment of receivables

The position of PRISKO as assignee under relevant Security Agreements specified in the SCHEDULE 1 of this Agreement shall transfer to the Purchaser on the basis of the Confirmatory Transfer Deed. For the avoidance of doubt, in respect of the transfer of the credit insurance rights (assignment) under the credit insurance agreements concluded between the Company and SID – Prva kreditna zavarovalnica d.d., the Seller shall, without prejudice to Parties' obligation to execute the Confirmatory Transfer Deed, only be obliged to provide a duly signed cancellation of the transfer of credit insurance rights (assignment) and is not obliged to procure that the Company and the insurer agree to a transfer of the credit insurance rights (assignment) to the Purchaser or any other person.

3.4.1.2. Other Collaterals

As to the other Collaterals (except for assignment of receivables as set out in the previous section 3.4.1.1) the position of the Sellers under Security Agreements specified in SCHEDULE 1 of this Agreement shall transfer to the Purchaser simultaneously with the transfer of the Loan

Agreements as outlined under sections 3.2 and 3.3 (except for the section 3.3.2) above.

3.5. Company's Consent

The Company hereby gives its explicit consent to (i) the transfer of the Loan Agreements as outlined under section 3.2 above, and (ii) the transfer of the Collaterals (and related Security Agreements) as outlined under sections 3.3 and 3.4 above. The Company shall, as soon as practicable after the Signing Date, but in any event no later than fifteen (15) Business Days following Completion, provide the Parties with the confirmation of its consents provided hereunder in the form of notarial deed (*notarski zapis*), including (without limitation) its consent to the assignment of receivables as set out in section 3.3.2 above and the transfer of the Security Agreements relating to the assignment of receivables as set out in section 3.4.1.1 above and the Confirmatory Transfer Deed. As a consequence, effective as from the Signing Date but subject to Completion, (a) the Company explicitly and irrevocably accepts the Purchaser as new lender under the Loan Agreements, new assignee under the assignment of receivables, new pledgee under the pledge of stock and pledge of equipment, new mortgagee under the real estate mortgages, and new creditor under the guarantee and the blank promissory notes, and (b) the Sellers shall have as from (and subject to) Completion no rights, claims or receivables against or obligations towards the Company under the Loan Agreements, Security Agreements or Collaterals.

3.6. Other actions

3.6.1. Each Seller and the Purchaser (and the Company, if so required to achieve full effects of the transfers and assignments set out in this section 3) shall, as soon as practicable upon Completion, but in any case no later than fifteen (15) Business Days following Completion Date, execute the relevant Confirmatory Transfer Deed.

3.6.2. The Sellers shall, immediately upon the occurrence of Completion, notify the Company and, following the execution of the Confirmatory Transfer Deed, the debtors under assigned receivables, of the occurrence of Completion.

3.6.3. The Sellers, the Company and the Purchaser shall, following Completion, take all measures and sign all documents, statements, notifications and declarations required under Applicable Law to perfect creation of Collaterals in favour of the Purchaser.

3.6.4. Further, each of the Sellers shall handover all original documentation relating to the Loan Agreements, Security Agreements and Collaterals to the Purchaser no later than twenty (20) Business Days following Completion Date.

3.7. Remaining Terms and Conditions

3.7.1. The Parties and the Company agree that terms and conditions of the Loan Agreements and Security Agreements regarding the Collaterals transferred hereunder shall, except to the extent amended by this Agreement, remain unchanged as a consequence of the transfer of

contract (prenos pogodbe) pursuant to Article 122 of OZ (transfer "as is"), without prejudice to any amendments and modifications which the Purchaser on the one hand and the Company on the other hand may agree upon after Completion.

- 3.7.2. The Purchaser is acquainted with the Disclosed Information and is fully aware of the implications of the Disclosed Information on the state and content of the receivables, rights and obligations of each Seller under the Loan Agreements, Security Agreements and Collaterals. Based on the Disclosed Information, the Purchaser does not have any objections against any Seller and no claim shall be made against any Seller in relation to the state of hereunder transferred receivables, rights and obligations on the basis of facts or circumstances forming part of Disclosed Information, without prejudice, for the avoidance of doubt, to Purchaser's reliance on the Sellers' Warranties provided hereunder.
- 3.7.3. Any and all obligations of the Sellers under this Agreement, including any liabilities in respect of any claim for breach of warranty or any other breach of this Agreement, shall be several (and not joint or joint and several). Other than as expressly otherwise provided for in this Agreement, no claim shall be made against any Seller in respect of any breach of this Agreement by the other Seller. Each Seller's liability under this Agreement is limited in accordance with section 8.6.

4. LOAN PRICE, ESCROW AGREEMENT

- 4.1. The total purchase price for the transfer of the Loan Agreements and Collaterals hereunder shall amount to [REDACTED] (in words: [REDACTED]) (the "Loan Price"), namely
- 4.1.1. the purchase price for the transfer of the Loan Agreements and Collaterals, whereby PRISKO is a creditor, shall amount to [REDACTED] (in words: [REDACTED]) (the "PRISKO Loan Price") and shall be paid by the Purchaser to the PRISKO's Bank account in accordance with section 7 below;
- 4.1.2. the purchase price for the transfer of the Loan Agreements and Collaterals, whereby IMOB is a creditor, shall amount to [REDACTED] (in words: [REDACTED]) (the "IMOB Loan Price") and shall be paid by the Purchaser to the IMOB's Bank account in accordance with section 7 below.
- 4.2. The Loan Price, as well as any other payments to be made by any Party under this Agreement, shall be made free of all withholdings and other taxes, bank charges, costs and any other deductions by wire transfer or immediately available funds. No Party is and shall not be entitled to exercise and hereby waives any rights of set-off, retention rights or similar rights with respect to its payment obligations.
- 4.3. Provided that the Escrow Agreement shall be signed, the Loan Price shall be paid as follows (and the Escrow Agreement shall implement the steps set out in this section 4.3):

- 4.3.1. the Parties shall enter in the Escrow Agreement with the Agent and the Agent shall establish an Escrow Account;
 - 4.3.2. the Purchaser shall transfer the total Loan Price to the Escrow Account by three (3) Business Days after the date when the latest of the following events occurs: (i) PRISKO notifies the Purchaser by an e-mail that the Government of the Czech Republic approved the assumed Transaction, (ii) this Agreement is signed by the Parties, (iii) the Escrow Agreement is signed by the Parties and the Agent opens the Escrow Account and (iv) the SPA Selling Entity deposits the Transfer Instruction (as the term is defined in the SPA) with the Agent in accordance to the Escrow Agreement;
 - 4.3.3. the Agent shall release the Loan Price to the Sellers under the terms and conditions agreed by the Parties and the Agent in this Agreement and the Escrow Agreement.
- 4.4. Provided that the Escrow Agreement has been concluded, the Parties shall agree with the Agent in the Escrow Agreement that the Agent will keep the Transfer Instruction (as the term is defined in the SPA) until the later of the following events occurs: (i) the PRISKO Loan Price has been credited to the PRISKO's Bank Account and the IMOB Loan Price has been credited to the IMOB's Bank Account and (ii) the Purchaser has delivered to the Agent a notice contemplated under section 5.1(B) of the SPA (*notice on obtaining of Competition Clearance*).

5. UNDERTAKING NOT TO SELL; TRANSFER OF PAYMENTS

- 5.1. No Seller shall (i) enter into any negotiation, make or accept any offer or solicit any bid to transfer the rights and obligations stemming from the relevant Loan Agreement, to a third party; or (ii) assign or transfer any of its rights under the Loan Documentation or Collateral to a third party.
- 5.2. Subject to the occurrence of Completion, each Seller will promptly pay to the Purchaser amounts equivalent to any payments (in cash or in kind and including any reductions by way of set-off) received by such Seller after Signing Date in connection with the Loan Documentation.

6. CONDITIONS PRECEDENT TO COMPLETION

- 6.1. The obligations of the Parties to proceed with Completion as provided under section 7 of this Agreement is conditional upon the following conditions precedent (the "**Conditions Precedent**" and each "**Condition Precedent**") having been fulfilled or waived on or before the Long Stop Date (unless explicitly provided otherwise) in accordance with this Agreement:
 - 6.1.1. the Sellers, each of them individually and separately, has made publicly available this Agreement in the Czech Contracts Registry;
 - 6.1.2. the Parties and the Agent have entered into the Escrow Agreement substantially conforming to the substance set out in section 4.3 above, and the Agent has established an Escrow Account;

- 6.1.3. the Agent has notified the Parties that the total Loan Price has been credited to the Escrow Account. The notice shall be in a form and content agreed in the Escrow Agreement; and
- 6.1.4. the Agent has notified the Parties that the Transfer Instruction (as the term is defined in the SPA) has been delivered to the Agent. The notice shall be in a form and content agreed in the Escrow Agreement.
- 6.2. The Parties shall use their best efforts to ensure that all Conditions Precedent will be fulfilled as soon as possible after the Signing Date (unless provided otherwise by this Agreement) and shall notify the other Parties in writing without undue delay upon becoming aware that any of the Conditions Precedent have been fulfilled or of the existence or occurrence of any circumstance that is reasonably likely to prevent the fulfilment of any Conditions Precedent or the consummation of the Transaction.
- 6.3. Waiver of Conditions Precedent
- To the extent legally permitted, the Parties may mutually waive any of the Conditions Precedent under sections 6.1.2, 6.1.3 or 6.1.4 hereof, either in whole or in part.
- 6.4. Consequences of Non-satisfaction of Conditions Precedent
- If any of the Conditions Precedent are not fulfilled or waived in accordance with section 6.3 above on or before the Long Stop Date, this Agreement shall automatically terminate (unless a non-breaching Party requests specific performance in accordance with section 6.5 below), and in such event
- 6.4.1. except for this section 6.4 and the Continuing Clauses, all the provisions of this Agreement shall lapse and cease to have effect; but
- 6.4.2. neither the lapsing of those provisions nor their ceasing to have effect shall affect any accrued rights or liabilities of either Party in respect of damages for non-performance of any obligation under this Agreement falling due for performance prior to such lapse and cessation.
- 6.5. Notwithstanding the foregoing, in case that the Condition Precedent was not fulfilled due to the Sellers failing to comply with its respective obligations under sections 6.1, the Purchaser may, by way of a written notice to be sent by e-mail to the breaching Party within 3 (three) Business Days upon becoming aware of such breach, but in any case on the Long Stop Date at the latest, declare that the Agreement shall remain in full force and effect, and request specific performance. In the event that the Sellers fail to fully comply with its obligations under sections 6.1 also within a reasonable additional cure period, which shall not be longer than 7 (seven) Business Days from the receipt of the written notice by a non-breaching Party requesting specific performance in accordance with the previous sentence, or reject to perform such specific performance, the Agreement shall automatically terminate (with the legal consequences set out in section 6.4 above applying *mutatis mutandis*, to the extent applicable).

7. COMPLETION

7.1. Immediately after fulfilment or waiver (in accordance with section 6 above) of all Conditions Precedent, the Parties shall mutually agree, and they also agree with the Agent, if appointed, on a specific completion date, which shall not be later than 10 Business Days after the fulfilment or waiver of all Conditions Precedent (such date, the “**Completion Date**”), and they shall on the Completion Date proceed in accordance with this section 7 to effect Completion.

7.2. To effect Completion:

7.2.1. The Loan Price will be credited to the Sellers’ bank accounts, namely PRISKO Loan Price to the PRISKO’s Bank Account and the IMOB Loan Price to the IMOB’s Bank Account; and

7.2.2. immediately upon the arrival of the respective parts of the Loan Price on the PRISKO’s Bank Account and IMOB’s Bank Account (the occurrence of which the Sellers shall promptly notify to the Purchaser and the Agent, if appointed), the Sellers’ contractual positions and receivables under the Loan Documentation shall be transferred and assigned to the Purchaser (including, for the avoidance of doubt, the transfer and assignment of Collaterals under the terms of this Agreement), and the Purchaser shall assume the contractual position of the Sellers under the Loan Documentation (and the Collaterals), in each case as set out in sections 3.2, 3.3. and 3.4 above and to the extent not set out otherwise in sections 3.3.2 and 3.4.1.1 above,

whereby the occurrence of all steps under sections 7.2.1 and 7.2.2 above shall together constitute Completion which shall therewith occur automatically with the occurrence of the step under section 7.2.2 with no further acts on the part of any Party (but without prejudice to other obligations of the Parties under this Agreement) being required to that effect.

8. WARRANTIES OF THE SELLER

8.1. Warranties

Each Seller severally (not jointly or jointly and severally) warrants to the Purchaser that as of the Signing Date and as of the Completion Date each of the following warranties (*jamstva*) is true and correct:

8.1.1. it has all requisite power and authority to execute and deliver the Agreement, to perform its obligations thereunder and to consummate the Transaction contemplated hereby;

8.1.2. the Agreement has been duly authorized, executed and delivered by the Sellers and constitutes (assuming due authorization, execution and delivery by the Purchaser) a legal, valid and binding obligation of the Seller enforceable in accordance with its terms;

8.1.3. the execution and delivery by the Seller of this Agreement and the other Transaction Documents do not, and the performance by the Seller of its obligations hereunder and the consummation by the Seller of the Transaction contemplated hereby will not (i) conflict with or violate the

- articles of association or other internal governing documents of the Seller; or (ii) result in a breach of any contract or agreement by which the Seller is bound;
- 8.1.4. by execution and performance of this Agreement and the other Transaction Documents, the Seller does not violate any Applicable Law, and the Seller has duly obtained any necessary approvals and Authorisations required on the Seller level to execute this Agreement and perform the Transaction contemplated hereby;
- 8.1.5. it is not insolvent (within the meaning of the legislation applicable to its jurisdiction of incorporation) or unable to pay its debts nor has stopped paying its debts as they fall due. No order has been made, petition presented or resolution passed for the winding up of the Seller. No administrator or any receiver or manager has been appointed by any person in respect of the Seller or all or any of its assets, and to its best knowledge no steps have been made taken to initiate any such appointment, and no voluntary arrangement has been proposed;
- 8.1.6. it is not engaged in any litigation or arbitration proceeding which would restrict its capacity or ability to perform its obligations under this Agreement and so far as it is aware no such litigation or arbitration proceedings are threatened;
- 8.1.7. not in whole or part pledged, assigned, subrogated or transferred in any way any Loan Agreement, Security Agreement and/or Collateral;
- 8.1.8. there is no financial indebtedness owed to the Seller by the Company other than the financial indebtedness arising under the Loan Agreements, Security Agreements and Collaterals transferred by the Seller under this Agreement;
- 8.1.9. there has been no security (zavarovanje) created in the Seller's favour in respect of receivables arising under the respective Loan Agreements other than the Collaterals arising from Security Documents and transferred by the Seller under this Agreement.
- 8.2. The Sellers, each of them individually and separately, represent that (i) they are joint stock companies and their sole shareholder is the Ministry that is also a majority stock holder in the Company, and that (ii) they have been informed that given their above specified ownership interconnection with the majority stock holder of the Company an opinion exists that loans provided by them, or some of them, may be considered under the Slovenian law the so called "capital loans" in the event of a potential insolvency proceedings carried out against the Company.
- 8.3. The Sellers, each of them individually and separately, represent that they are – under Czech Act No. 340/2015 Coll. on Contracts Registration – obliged to make the Agreement available in the Czech Contracts Registry (the “**Czech Contracts Registry**”).
- 8.4. For avoidance of doubt, each Seller gives the warranties solely for itself and with respect to the Loan Agreements, Security Agreements and Collaterals transferred by it under this Agreement. No representation and warranty or any

other obligation of whatever type or nature under or in connection with this Agreement shall be construed as to create any joint representation or other joint obligation of two or more Sellers together.

8.5. No other Warranties

The Purchaser acknowledges and agrees that Sellers' warranties expressly contained in paragraph 8.1 above constitute a full and complete list of all representations and warranties made or given by the Sellers in relation to this Agreement and that in concluding this Agreement the Purchaser has not relied on any other representation or warranty (expressed or implied) by the Sellers. Sellers shall not be liable for any other representations or warranties, express or implied, nor for the financial condition, creditworthiness, status or nature of the Company.

8.6. Remedies and limitation of liability

- 8.6.1. If any of the Sellers' warranties is untrue or incorrect (a "**Breach**"), then the Purchaser is, subject to limitations of liability set out in section 8.6.2 and 8.6.4 below, entitled to claim damages (*odškodninska odgovornost*) for the losses and expenses directly resulting from the relevant Breach, whereas the Purchaser shall not be entitled to rescind this Agreement either before or after Completion or to require the Sellers to resolve the defect (*napaka*). All such claims of the Purchaser are, if and to the extent legally permitted, excluded;
- 8.6.2. The aggregate liability of each Seller under this Agreement shall not exceed such individual Sellers' Loan Price (as specified in section 4.1).
- 8.6.3. For the avoidance of doubt, in case of a breach of any of the Seller's obligations under this Agreement, the limitations of liability set out in the previous sections 8.6.1 and 8.6.2 shall apply *mutatis mutandis*.
- 8.6.4. The limitations of liability set out in this section 8.6 do not apply to any breach of this Agreement committed with intent (*naklep*) or gross negligence (*huda malomarnost*).
- 8.6.5. The Purchaser shall notify the relevant Seller of any Breach of the Seller within 30 days upon the Purchaser having become aware of such Breach by sending a notice to that Seller outlining the nature of the breach and all material corresponding information (the "**Claim Notice**"). Purchaser's failure to notify the Seller in accordance with the foregoing shall result in the respective claim of the Purchaser becoming precluded.
- 8.6.6. The Parties agree that any claim in relation to the warranties of the Seller shall be precluded if the Purchaser does not provide the Seller with the Claim Notice relating to such claim within 12 (twelve) months from the Completion Date.

9. **WARRANTIES OF THE PURCHASER**

- 9.1. The Purchaser represents and warrants to the Sellers that as of the Signing Date and as of the Completion Date:

- 9.1.1. It is an experienced investor, and it has all requisite power and authority to execute and deliver the Transaction Documents, to perform its obligations thereunder and to consummate the Transaction contemplated hereby;
 - 9.1.2. the Agreement has been duly authorized, executed and delivered by it and constitutes (assuming due authorization, execution and delivery by the Sellers) a legal, valid and binding obligation of Purchaser enforceable in accordance with its terms;
 - 9.1.3. the execution and delivery by the Purchaser of this Agreement do not, and the performance by the Purchaser of its obligations hereunder and the consummation by the Purchaser of the Transaction contemplated hereby will not (i) conflict with or violate the articles of association or other internal governing documents of the Purchaser; or (ii) result in a breach of any contract or agreement by which the Purchaser is bound;
 - 9.1.4. by execution and performance of this Agreement and the other Transaction Documents, the Purchaser does not violate any Applicable Law, and the Purchaser has as of Completion duly obtained any necessary approvals and Authorisations to execute this Agreement and perform the Transaction contemplated hereby;
 - 9.1.5. it is not insolvent or unable to pay its debts under the insolvency laws under any Applicable Law applicable to the Purchaser, and has not stopped paying debts as they fall due. No order has been made, petition presented or resolution passed for the winding up of the Purchaser. No administrator or any receiver or manager has been appointed by any person in respect of the Purchaser or all or any of its assets and no steps have been made taken to initiate any such appointment and no voluntary arrangement has been proposed;
 - 9.1.6. it is not engaged in any litigation or arbitration proceeding which would materially restrict its capacity or ability to perform its obligations under this Agreement and so far as it is aware no such litigation or arbitration proceedings are threatened; and
 - 9.1.7. it will have available, from its unrestricted credit facilities, all the funds that the Purchaser shall need to effect the payment of the Loan Price in accordance with and when so required under the terms of this Agreement.
- 9.2. No other Warranties

The Sellers acknowledge and agree that Purchaser's warranties expressly contained in this section 9 constitute a full and complete list of all representations and warranties made or given by the Purchaser in relation to this Agreement and that in concluding this Agreement the Sellers have not relied on any other representation or warranty (expressed or implied) by the Purchaser. Purchaser shall not be liable for any other representations or warranties, express or implied.

10. TERMINATION

- 10.1. In case that, in spite of the Conditions Precedent having been fulfilled or waived in accordance with this Agreement, the Completion does not occur by the Long Stop Date, this Agreement shall automatically terminate.
- 10.1.1. except for this section 10.1 and the Continuing Clauses, all the provisions of this Agreement shall lapse and cease to have effect; but
- 10.1.2. neither the lapsing of those provisions nor their ceasing to have effect shall affect any accrued rights or liabilities of either Party in respect of damages for non-performance of any obligation under this Agreement falling due for performance prior to such lapse and cessation.
- 10.2. Unless provided otherwise in this Agreement, the contractual relationship between the Seller and the Purchaser established herewith may only be terminated upon a mutual written agreement between all the Parties and the Company prior to Completion.
- 10.3. In the event the Purchaser does not acquire the Shares (as the term is defined in the SPA) by 1 June 2020 at the latest as a result of failing of the SPA Selling Entity to fulfil its obligations agreed in the SPA and the Escrow Agreement, if concluded, the Purchaser shall have the right to unilaterally rescind this Agreement with retroactive effect (*ex tunc*) by providing a written notice to the Sellers. The provision of such notice by the Purchaser to the Sellers shall result in the rescission of this Agreement as if this Agreement has never been entered into and/or (partially) performed (regardless of the potential prior occurrence of the Completion). In the event of such rescission the Parties shall immediately perform all necessary actions and formalities to reverse the (partial) performance, or the effects of, this Agreement, including, without limitation, (i) the Sellers returning the entire Loan Price to the Purchaser (to the extent received by the Sellers); (ii) the Purchaser performing the necessary steps to re-transfer and/or re-assign the Loan Agreements and Collaterals to the Sellers (to the extent such transfer and assignment occurred) and (iii) by otherwise reversing the effects of the Completion.

11. CONFIDENTIALITY AND ANNOUNCEMENTS

11.1. Confidentiality

The Parties and the Company shall (i) keep strictly confidential any information obtained by them in connection with the negotiation and execution of this Agreement and the Transaction contemplated herein, (ii) effectively prevent any access by third parties to such information, and (iii) shall not use such confidential information for themselves or for any third party except to the extent that the relevant facts or circumstances are publicly known, become publicly known without any violation of this covenant, or the disclosure of which is required by law, court resolution / judgement or under capital markets regulation.

For the avoidance of doubt, in case that the publication of this Agreement is required under the Czech Act No. 340/2015 Coll. on Contracts Registration in the Czech Contracts Registry by each the Seller, the Parties agree that the following information represents business secrecy and must be removed from this

Agreement before its publication: (i) Clause 1.4 (*Recital*) and any other references at this Agreement for the entities referred at Clause 1.4, (ii) section 4.1 (*Loan Price*), (iii) entire SCHEDULE 1 and (iv) as regards of SCHEDULE 5 (*Standstill Agreement*) the Parties agree as follows: (x) if the Standstill Agreement is agreed by the Parties and attached to this Agreement, the Standstill Agreement will refer for the relevant clauses which represent business secrecy, or (y) if the Standstill Agreement is not agreed by the Parties, and instead individual Statements of Creditors (signed by PRISKO and IMOB) will be attached to this Agreement, the complete identification of the relevant receivables and any reference for any interests or any administration fees or any monetary fulfilments will represent business secrecy. Furthermore, the Company explicitly agrees with the publication of this Agreement by each of the Sellers in accordance with this paragraph.

The confidentiality obligation pursuant to the foregoing section shall not apply to a disclosure to any third party, including Governmental Authorities, whose consent or notification is required for purposes of consummating the Transaction (including the perfection of transfer of any Collaterals) or to the competent forum in case of a dispute arising out of this Agreement (or the other Transaction Documents).

11.2. Passing on of Information

The Parties and the Company shall have the right to submit any information protected under section 11.1 to any of their affiliates or any third party only for the purposes of the execution and consummation of this Agreement and the Transactions contemplated herein.

11.3. Mandatory and Press Statements

Before making any press release or similar voluntary announcement with respect to this Agreement and the Transactions contemplated herein, the Parties and the Company shall reach an agreement on the content of such press release or similar voluntary announcement. The foregoing shall not apply to announcements required by Applicable Law or capital markets regulation, in which case the Parties and the Company agree to limit the disclosure of information to the minimum level required by Applicable Law or capital markets regulation.

12. REMEDIES

- 12.1. Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by Applicable Law.

13. EXPENSES, COSTS AND TAXES

- 13.1. Subject to section 13.2, each of the Parties and the Company shall bear its own costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement and other Transaction Documents, including, without limitation, any and all professional fees and charges of its advisors (with the exception of the professional fees and charges of the Seller's financial and legal advisors that shall be borne by the Company).

- 13.2. Any and all transfer duties, fees and other public charges arising as a result or in consequence of this Agreement or of its implementation, including (but not limited to) fees of the competent Governmental Authorities and the notary shall be borne by the Purchaser.

14. GOVERNING LAW, JURISDICTION

- 14.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the Republic of Slovenia excluding the United Nations Convention on Contracts for the International Sale of Goods and excluding the provisions of Slovenian conflict of laws rules. Without prejudice to the previous sentence, Czech law shall apply with regard to the relationship with the Company as to the rights and obligations, including ancillary rights and claims, deriving from the Loan Agreement and subject to this Transaction, which are (and to the extent they are) governed by Czech law.
- 14.2. To the extent permitted by law, each Party irrevocably agrees that courts of the Czech Republic shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

15. MISCELLANEOUS

15.1. Notices

Any notice or other communication in connection with this Agreement shall be in writing, unless notarisation or any other specific form is required by mandatory law, and shall only be deemed to have been sufficiently given or served if delivered (unless provided otherwise in this Agreement):

(A) In the case of PRISKO:

Attention to: Mr. David Rais

Address: Thámova 181/20, Karlín, 186 00 Praha 8, Czech Republic

E-Mail: Rais.David@seznam.cz

(B) In the case of IMOB:

Attention to: Mr. David Rais

Address: Thámova 181/20, Karlín, 186 00 Praha 8, Czech Republic

E-Mail: Rais.David@seznam.cz

(C) In the case of the Purchaser:

Attention to: Mr. Radek Matejek

Address: Budějovická 1550/15a, Michle, 140 00 Praha 4, Czech Republic

E-Mail: rmatejek@ipidc.eu

Copy to: Mr. Pavel Svoren

Address: Moravské náměstí 14, 602 000, Brno, Czech Republic

E-Mail: pavel.svoren@portiva.cz

(D) In the case of the Company:

Attention to: Ms. Jožica Stegne

Address: VIPAP Videm Krško d.d., Tovarniška 18, Krško, Slovenia

Fax number: +386 7 49 20 038

E-Mail: jozica.stegne@vipap.si

Copy to: Mr. Marko Sikošek

Address: VIPAP Videm Krško d.d. Tovarniška 18, Krško, Slovenia

Fax number: +386 749 20 038

E-Mail: marko.sikosek@vipap.si

or to such other address, fax number or e-mail address as the relevant Party may have previously notified in writing to the other Party.

Any notice shall be deemed to have been received:

- (A) if sent by fax or e-mail: (i) on the same Business Day if sent prior to 04:00 p.m. CET on such Business Day, and (ii) on the next Business Day if sent after 04:00 p.m. CET on the previous Business Day; or
- (B) if sent by registered mail: on the Business Day recorded on the respective return receipt.

Notwithstanding the foregoing, if a notice is sent by more than one of the means set out above, it shall be deemed to have been received at the earliest of the dates set out above.

15.2. No Waiver

Neither the failure nor any delay by a Party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

15.3. Anti-Corruption Clause

The Parties acknowledge that this Agreement shall be deemed null and void in case any person acting on behalf or for the account of any of the Parties has promised, offered or given, to any representative, agent or intermediary of any of the Seller any impermissible benefit (*nedovoljeno korist*) for the purpose of (i) concluding this Agreement under more favourable terms, (ii) omitting due supervision over the implementation of any contractual obligation hereunder, or (iii) performed any other act or omission causing damage to or enabling any of these (or any of their representatives, agent or intermediary) to obtain an impermissible benefit (*nedovoljeno korist*) in connection with this Agreement.

15.4. Severability

The provisions of the Transaction Documents shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or

enforceability of the other provisions. If provisions of the Transaction Documents, or the application thereof to any person or any circumstance, is invalid or unenforceable, (i) a suitable and equitable provision shall be deemed substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (ii) the remainder of the Transaction Documents and the application of such provision to other persons, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

15.5. Entire Agreement

The Transaction Documents set out the entire agreement and understanding between the Parties in respect of the Transaction. The Transaction Documents supersede all correspondence in relation to the subject matter of the Agreement between the Parties.

15.6. Assignment

No Party may assign or transfer any of its rights, benefits or obligations under this Agreement or make a declaration of trust in respect of or enter into any arrangement whereby it agrees to hold in trust for any other Person all or part of the benefit of, or its rights or benefits under, this Agreement without the prior written consent of all other Parties, save that the Purchaser may transfer or assign any of its rights hereunder (by way of security or otherwise) to any provider of finance for the acquisitions contemplated by the SPA, this Agreement and/or any other agreement closely relating to the Transaction, provided that such provider of finance is one of the following EU licensed credit institutions: Ceska Sporitelna, J & T Banka, Komerční banka, SKB Banka, and Splitska banka.

15.7. Written Form

No amendment, modification, alteration or variation of the Agreement (or of any other of the Transaction Documents) shall be valid unless it is in writing (in the form of notarial deed if required by Applicable Law) and signed by or on behalf of each of the Parties and the Company (or their authorised representatives).

15.8. Agreement survives Completion

This Agreement (other than obligations that have already been fully performed) remains in full force after Completion.

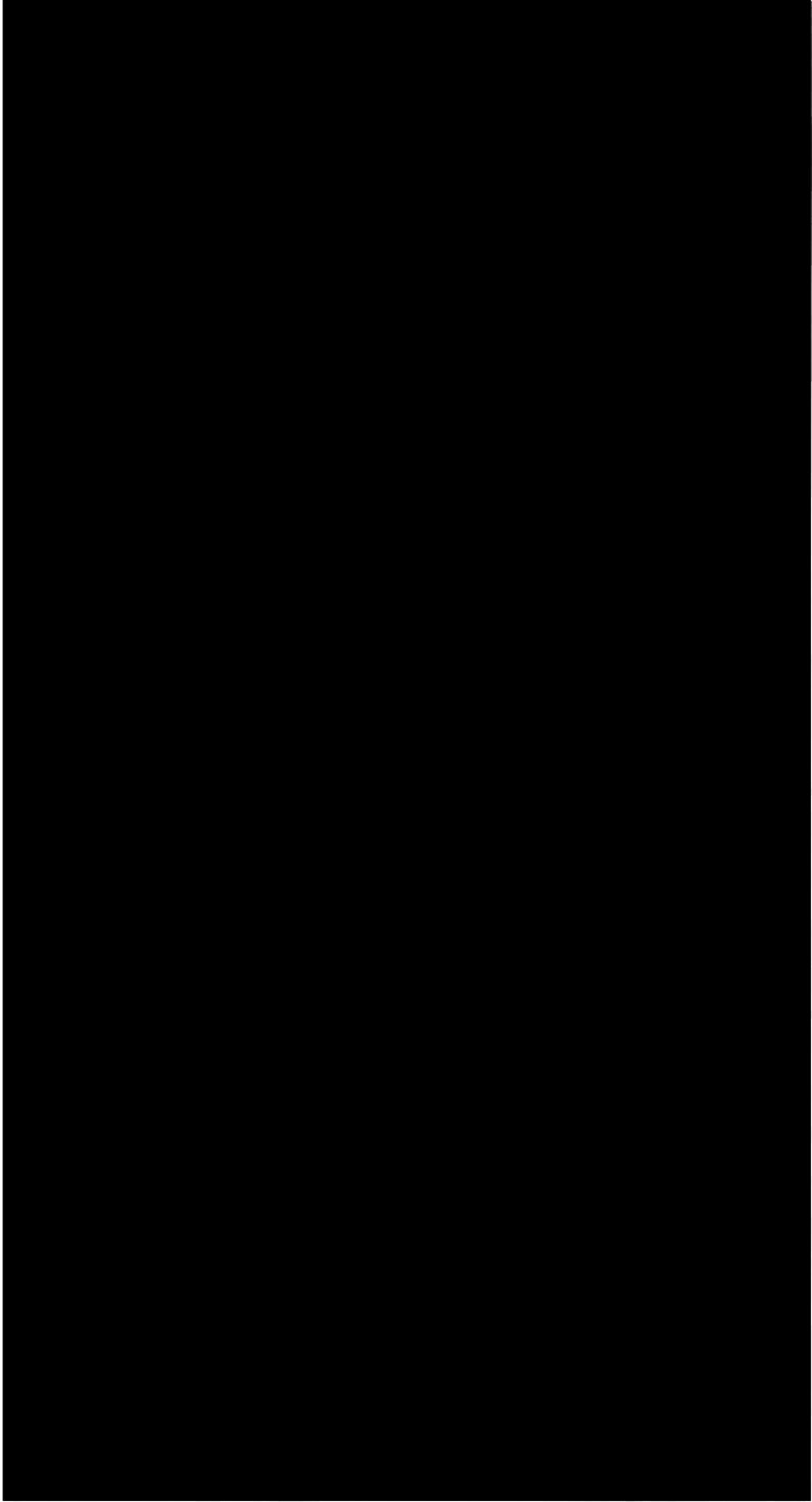
15.9. Language

The language of this Agreement is English and other documents relating to this Agreement shall be made or held in English, unless otherwise agreed between the Parties and the Company. The communication between the Parties shall be made in English or Czech, respecting that the Company or any non-Czech entity which do not use Czech language may be potentially involved.

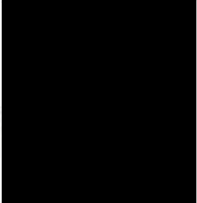
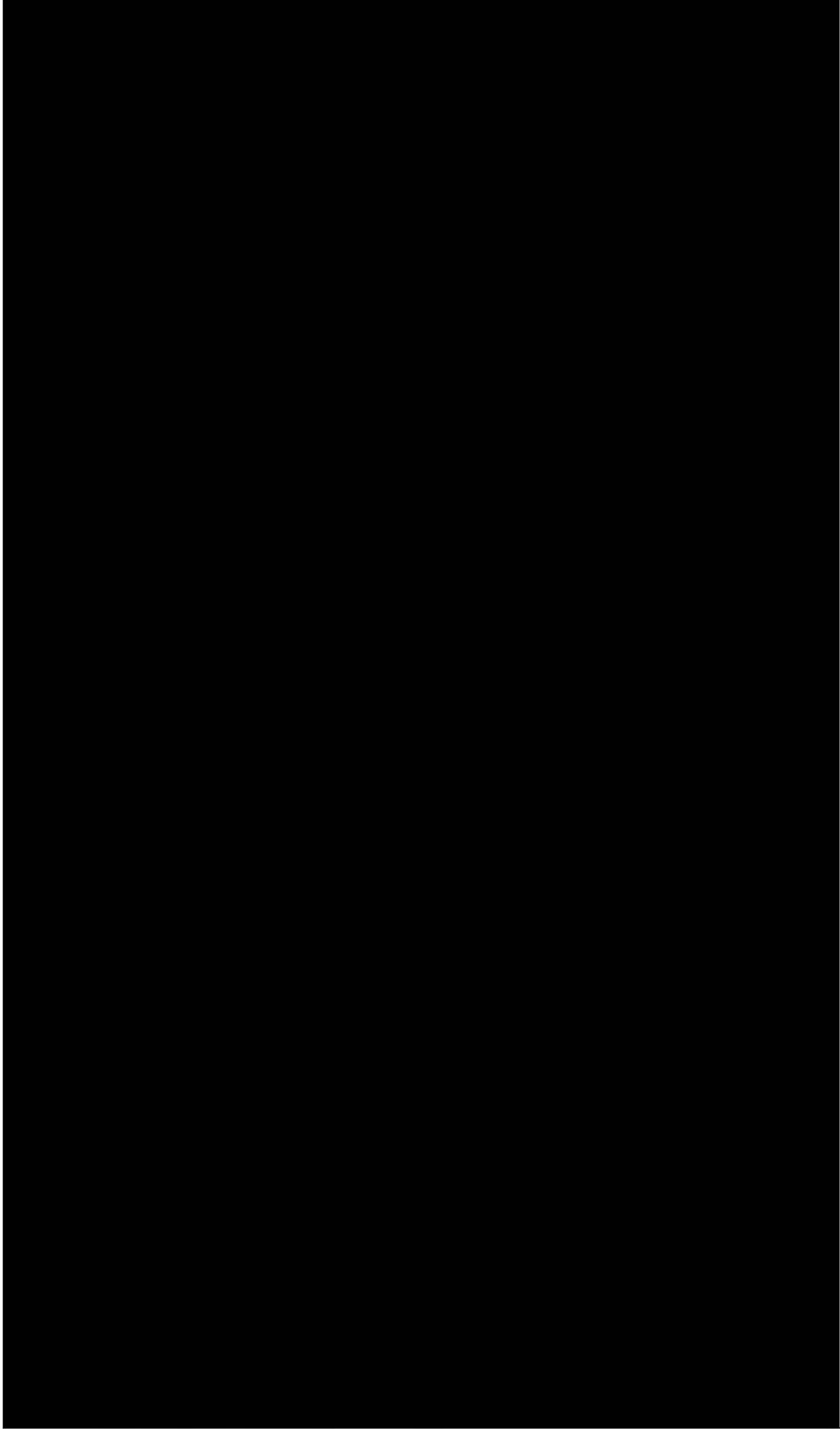
15.10. Counterparts

The Parties may execute this Agreement in several counterparts, each of which is an original, and all of which together constitute one and the same agreement. The signatures of all Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by fax or other electronic means (in PDF, JPEG or other agreed format) will constitute effective execution and delivery of this Agreement.

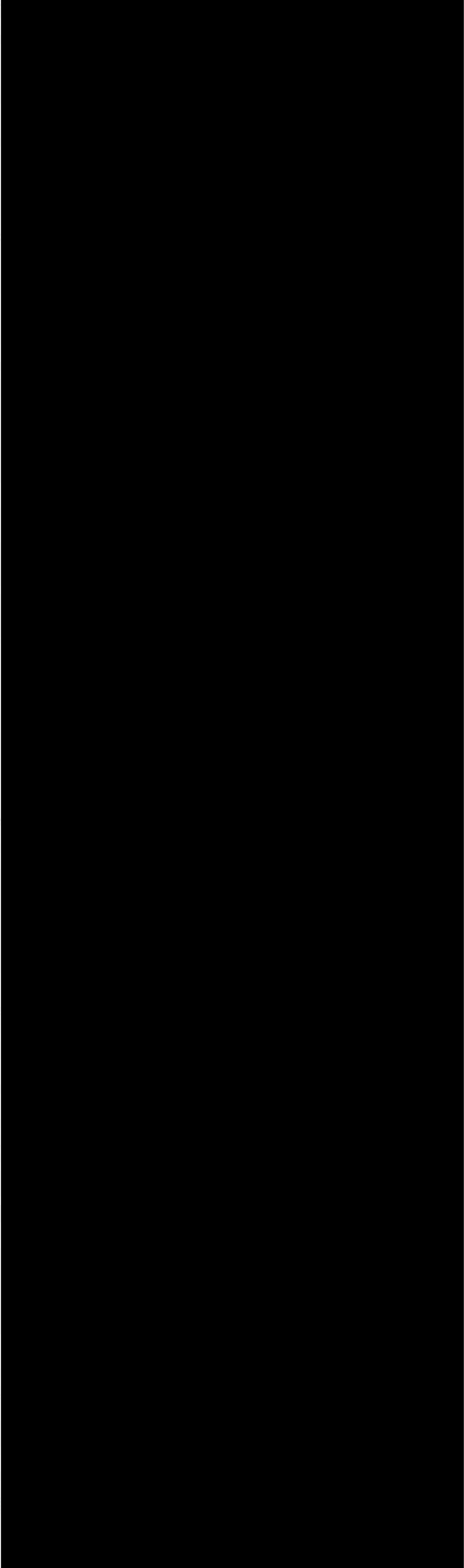
SCHEDULE 1: List of Loan Agreements and Collaterals



ODI. ■



ODI.



SCHEDULE 2: Loan Documentation CD/DVD

[attached in hard-copy form]

The Sellers provide the Purchaser with DVD which contains the below referred pdf documents on the Signing Date:

I. Documents relating to PRISKO:

- (1) Notarial Deed No. SV 701/13, relating to loan [REDACTED], made by Mr. Boris Pavlin, dated 29 November 2013.
- (2) Notarial Deed No. SV 688/2014, relating to loan [REDACTED] made by Mr. Boris Pavlin, dated 19 December 2014.
- (3) Notarial Deed No. SV 475/16, relating to loan [REDACTED], made by Mr. Miro Košak, dated 16 March 2016. The Notarial Deed includes as its Annexes, *inter alia*, Loan Agreement No. 1-2015, concluded by and between PRISKO and the Company, dated 6 November 2015.
- (4) Notarial Deed No. SV 172/17, relating to loan [REDACTED], made by Mr. Miro Košak, dated 30 January 2017. The Notarial Deed includes as its Annexes, *inter alia*:
 - (a) Notarial Deed No. SV 2167/2015, relating to loan [REDACTED], made by Mr. Miro Košak, dated 6 November 2015, and Notarial Deed No. SV 2167/2015 includes as its Annex, *inter alia*, Loan Agreement No. 1-2015, concluded by and between PRISKO and the Company, dated 6 November 2015 and
 - (b) Notarial Deed No. SV 666/16, relating to loan [REDACTED] Made by Mr. Miro Košak, dated 14 April 2016.
- (5) Notarial Deed No. SV 730/17, relating to assignment of security, made by Mr. Miro Košak, dated 20 April 2017.

II. Documents relating to IMOB:

- (1) Loan Agreement concluded between IMOB a.s. ("IMOB") and VIPAP Videm Krško d.d. ("VIPAP"), dated 18 September 2013.
- (2) Notarial Deed SV 560/2013, relating to Loan Agreement granted by IMOB to VIPAP and security relating to the loan, made by notary Mr. Boris Pavlin, dated 18 September 2013.
- (3) Declaration on Promissory Note, made by VIPAP, dated 19 September 2013.
- (4) Amendment No. 1 to Loan Agreement, dated 9 March 2015.

SCHEDULE 3: Confirmatory Transfer Deed (*Listina o potrditvi prenosa*)

<p align="center">[sklenjeno v notarskem zapisu] Listina o potrditvi prenosa</p>	<p align="center">[concluded as notarial deed] Confirmatory Transfer Deed</p>
<p>TA Listina o potrditvi prenosa ("Listina") je sklenjena dne [●]</p> <p>MED:</p> <p>(A) PRISKO a.s., delniška družba, ustanovljena v skladu z zakonodajo Češke Republike, s sedežem v Pragi in s poslovnim naslovom na Thámova 181/20, Karlín 186 00 Praga 8, Češka Republika, vpisana v sodni register Mestnega sodišča v Pragi, oddelek B, vložek 1729 z matično številko 46355901 ("PRISKO");</p> <p>(B) IMOB a.s., delniška družba, ustanovljena v skladu z zakonodajo Češke Republike, s sedežem v Pragi in s poslovnim naslovom na Thámova 181/20, 186 00 Praga 8, Češka Republika, vpisana v sodni register Mestnega sodišča v Pragi, oddelek B, vložek 2651 z matično številko 2477467000 ("IMOB");</p> <p>vsak od njiju v nadaljevanju »Prodajalec« in skupaj »Prodajalca«</p>	<p>THIS Confirmatory Transfer Deed ("CTD") is concluded on [●]</p> <p>BETWEEN:</p> <p>(A) PRISKO a.s., a joint stock corporation established under the laws of the Czech Republic with its corporate seat in Prague and its business address at Thámova 181/20, Karlín, 186 00 Prague 8, Czech Republic, with identification number 463 55 901, entered in the Commercial Registry maintained by the Municipal Court in Prague, Rider B, Insert 1729 ("PRISKO");</p> <p>(B) IMOB a.s., a joint stock corporation established under the laws of the Czech Republic with its corporate seat in Prague and its business address at Thámova 181/20, Karlín, 186 00 Prague 8, Czech Republic, with identification number 601 97 901, entered in the Commercial Registry maintained by the Municipal Court in Prague, Rider B, Insert 2651 ("IMOB");</p> <p>hereinafter each of them shall be individually referred to as the "Sellers" and collectively as the "Sellers"</p>
<p>IN</p> <p>(C) RIDG Holding s.r.o., družba z omejeno odgovornostjo, ki je organizirana in obstaja v skladu z zakonodajo Republike Češke, s sedežem v Pragi in s poslovnim naslovom na Budějovická 1550/15a, Michle, 140 00 Praga 4, Češka, vpisana v sodni register</p>	<p>AND</p> <p>(C) RIDG Holding s.r.o., a limited liability company incorporated and validly existing under the laws of the Czech Republic, with its corporate seat in Prague and its business address at Budějovická 1550/15a, Michle, 140 00 Prague 4, with identification number 074 49 577, entered in the</p>

<p>Gospodarskega registra pri Občinskem sodišču v Pragi z matično številko 074 49 577, oddelek C, vložek 301217, slovenska matična številka 2619989000 ("Kupec")</p> <p>(vsak od njiju v nadaljevanju "Stranka" in skupaj "Stranki").</p>	<p>Commercial Registry maintained by the Municipal Court in Prague, Rider C, Insert 301217, Slovenian Company registration number 2619989000 (the "Purchaser")</p> <p>(hereinafter each of them shall be individually referred to as a "Party" and collectively as the "Parties").</p>
<p>1 Potrditev prenosa in odstopa</p> <p>1.1 Stranki soglašata in potrjujeta, da je vsak Prodajalec Kupcu prenesel, Kupec pa je sprejel in prevzel, pogodbeno razmerja posameznega Prodajalca (vključno z vsemi, bodisi nezapadlimi ali nastalimi, pa ne plačanimi, terjatvami, pravicami in obveznostmi Prodajalca iz takih razmerij) iz naslednjih posojilnih pogodb ali pogodb o zavarovanju, sklenjenih z VIPAP VIDEM KRŠKO proizvodnja papirja in vlaknin d.d., delniško družbo, ustanovljeno v skladu z zakonodajo Republike Slovenije, s sedežem v Krškem in s poslovnim naslovom na Tovarniški ulici 18, 8270 Krško, Slovenija, vpisano v sodnem registru z matično številko 5971101000 ("Dolžnik"), in sicer:</p>	<p>1 Confirmatory of the transfer and assignment</p> <p>1.1 The Parties hereby agree and confirm that each Seller transferred to the Purchaser, and the Purchaser accepted and assumed Sellers' contractual positions (including all, either undue or existing but not yet paid receivables, rights and obligations of the Seller arising from these relationships) under the following Loan or Security Agreements, concluded with VIPAP VIDEM KRŠKO proizvodnja papirja in vlaknin d.d., a joint stock corporation established under the laws of the Republic of Slovenia with its corporate seat in Krško and its business address at Tovarniška ulica 18, 8270 Krško, Slovenia, registered with the Slovenian commercial register under registration number 5971101000 (the "Debtor"): </p>
<p>a) pogodbe, katerih pogodbeni partner je PRISKO:</p>	<p>a) agreements where PRISKO is the contracting party:</p>
<p>1.1.1 Kreditna pogodba št. 002P/13 z dne 29.11.2013 v obliki notarskega zapisa opr. št. SV 701/2013 notarja Borisa Pavlina iz Krškega, z vsemi spremembami in dodatki (vključno z in ne omejeno na Dodatek št. 1 z dne 26.08.2014 v obliki notarskega zapisa opr. št. SV</p>	<p>1.1.1 Loan agreement no. 002P/13 dated 29.11.2013 concluded as the notarial deed no. SV 701/2013 by the notary Boris Pavlin from Krško, with all subsequent amendments and annexes (including, without limitation Annex no. 1 concluded as the notarial deed no. SV 688/2014 dated</p>

	<p>688/2014 notarja Borisa Pavlina iz Krškega in Dodatek št. 2 z dne 19.12.2014 v obliki notarskega zapisa opr. št. SV 688/2014 notarja Borisa Pavlina iz Krškega);</p>
<p>1.1.2 Kreditna pogodba št. 1-2015 z dne 6.11.2015 (priložena notarskemu zapisu opr. št. SV 2167/2015 notarja Mira Košaka iz Ljubljane), z vsemi spremembami in dodatki;</p>	<p>26.08.2014 and Annex no. 2 concluded as the notarial deed no. SV 688/2014 dated 19.12.2014);</p> <p>1.1.2 Loan agreement no. 1-2015 dated 6.11.2015 (as attached to the notarial deed no. SV 2167/2015 by Miro Košak from Ljubljana) with all subsequent amendments and annexes;</p>
<p>1.1.3 V zvezi s kreditno pogodbo št. 002P/13: Sporazum o zavarovanju denarne terjatve z ustanovitvijo hipoteke in neposestne zastavne pravice na premočninah po čl. 142 in čl. 171 stvarnopravnega zakonika, sklenjen dne 29.11.2013 v obliki notarskega zapisa opr. št. SV 701/2013 notarja Borisa Pavlina iz Krškega, z vsemi spremembami in dodatki (vključno z in ne omejeno na Dodatek št. 1 z dne 19.12.2014 v obliki notarskega zapisa opr. št. SV 688/2014 notarja Borisa Pavlina iz Krškega);</p>	<p>1.1.3 In relation with the loan agreement no. 002P/13: Agreement on security of monetary obligation by establishing the mortgage and nonpossessory pledge on movables pursuant to articles 142 and 171 of the Slovenian Property Code, concluded on 29.11.2013 as the notarial deed no. SV 701/2013 by notary Boris Pavlin from Krško, with all subsequent amendments and annexes (including, without limitation Annex no. 1 dated 19.12.2014 concluded as the notarial deed no. SV 688/2014);</p>
<p>1.1.4 V zvezi s kreditno pogodbo št. 1-2015: Sporazum o odstopu terjatev v zavarovanje z dne 6.11.2015 v obliki notarskega zapisa opr. št. SV 2167/2015 notarja Mira Košaka iz Ljubljane z vsemi spremembami in dodatki (vključno z in ne omejeno na Dodatek št. 1 z dne 16.3.2016 v obliki notarskega zapisa opr. št. SV 475/16, Dodatek št. 2 z dne</p>	<p>1.1.4 In relation with the loan agreement no. 1-2015: Agreement on assignment of receivables as security dated 6.11.2015, concluded as the notarial deed no. SV 2167/2015 by the notary Miro Košak from Ljubljana with all subsequent amendments and annexes (including, without limitation Annex no. 1 dated 16.3.2016 concluded as the notarial deed no. SV 475/16,</p>

<p>14.04.2016 v obliki notarskega zapisa SV 666/16, Dodatek št. 3 z dne 30.01.2017 v obliki notarskega zapisa opr. št. SV 172/17, Dodatek št. 4 z dne 20.04.2017 v obliki notarskega zapisa opr. št. SV 730/17) na podlagi katerega so terjatve Dolžnika (kot odstopnika) nasproti tujim poslovnim partnerjem – kupcem, ki so zavarovane pri SID – Prva kreditna zavarovalnica, Davčna ulica 1, 1000 Ljubljana iz naslova zavarovalne pogodbe št. KPK/2014-98 z dne 5.12.2014, odstopljene Prodajalcu, z vsemi spremembami in dodatki.</p> <p>v vsakem primeru (1.1.1 do 1.1.4 zgoraj) z vsemi spremembami in dodatki, ki niso že navedeni zgoraj,</p> <p>("PRISKO Prenesene Pogodbe").</p>	<p>Annex no. 2 dated 14.04.2016 concluded as the notarial deed no. SV 666/16, Annex no. 3 dated 30.01.2017 concluded as the notarial deed no. SV 172/17, Annex no. 4 dated 20.04.2017 concluded as the notarial deed no. SV 730/17) under which the Debtor's receivables (as the assignor) towards foreign business partners, which are insured with insurance company SID – Prva kreditna zavarovalnica d.d. under the insurance contract No. KPK/2014-98 dated 5.12.2014, are assigned on the Seller, with all subsequent amendments and annexes.</p> <p>in each case (1.1.1 to 1.1.4 above) with all subsequent amendments and annexes not expressly specified above;</p> <p>("PRISKO Transferred Agreements").</p>
<p>b) pogodbe, katerih pogodbeni partner je IMOB:</p>	<p>b) agreements where IMOB is the contracting party:</p>
<p>1.1.5 Kreditna pogodba z dne 19.09.2013 v obliki notarskega zapisa opr. št. SV 560/2013 notarja Borisa Pavlina iz Krškega, z vsemi spremembami in dodatki (vključno z in ne omejeno na Dodatek št. 1 z dne 19.03.2015);</p> <p>1.1.6 Sporazum o zavarovanju denarne terjatve z ustanovitvijo zastavne pravice na nepremičninah po</p>	<p>1.1.5 Loan agreement dated 19.09.2013 concluded as the notarial deed no. SV 560/2013 by the notary Boris Pavlin from Krško, with all subsequent amendments and annexes (including, without limitation Annex no. 1 dated 19.03.2015);</p> <p>1.1.6 Agreement on security of monetary obligation by establishing the mortgage pursuant to the article 173 of</p>

<p>čl. 142 stvarnopravnega zakonika, sklenjen dne 19.09.2013 v obliki notarskega zapisa opr. št. SV 560/2013 notarja Borisa Pavlina iz Krškega,</p> <p>v vsakem primeru (1.1.5 do 1.1.6 zgoraj) z vsemi spremembami in dodatki, ki niso že navedeni zgoraj,</p> <p>("IMOB Prenesene Pogodbe").</p>	<p>the Slovenian Property Code, concluded on 19.09.2013 as the notarial deed no. SV 560/2013 by notary Boris Pavlin from Krško, with all subsequent amendments and annexes;</p> <p>in each case (1.1.5 to 1.1.6 above) with all subsequent amendments and annexes not expressly specified above;</p> <p>("IMOB Transferred Agreements").</p>
<p>PRISKO Prenesene Pogodbe ter IMOB Prenesene Pogodbe v nadaljevanju skupaj »Prenesene Pogodbe«)</p>	<p>PRISKO Transferred Agreements and IMOB Transferred Agreements hereinafter collectively referred to as the »Transferred Agreements«)</p>
<p>1.2 Vsak Prodajalec je na Kupca prenesel, Kupec pa je sprejel in prevzel vse pravice, ki izhajajo iz zavarovanj, v povezavi z ali izhajajoče iz Prenesenih Pogodb.</p>	<p>1.2 Each of the Sellers transferred to the Purchaser and the Purchaser accepted and assumed all rights arising from collaterals in relation with or arising from the Transferred Agreements.</p>
<p>1.3 Vsak Prodajalec izrecno soglaša in dovoljuje, da se Kupec vpiše v katerekoli javne registre kot imetnik katerihkoli pravic (vključno s pravicami, ki izhajajo iz zavarovanj) izhajajočih iz ali v povezavi s Prenesenimi Pogodbami.</p>	<p>1.3 Each of the Sellers expressly agrees and allows to the Purchaser to enter into any public registers as the holder of any rights (including the rights, arising from collaterals) arising from or in relation with Transferred Agreements.</p>
<p>2 PRISKO – Zemljiškoknjžno dovolilo PRISKO a.s., delniška družba, ustanovljena v skladu z zakonodajo</p>	<p>2 PRISKO – Land registry permit PRISKO a.s., a joint stock corporation established under the laws of the</p>

Češke Republike, s sedežem v Pragi in s poslovnim naslovom na Thámova 181/20, Karlín 186 00 Praga 8, Češka Republika, vpisana v sodni register Mestnega sodišča v Pragi, oddelek B, vložek 1729 z matično številko 46355901,

brezpogojno in izrecno dovoljuje, da se naslednje hipoteke:

- **ID 16133379**, vpisana na naslednjih zemljiških parcelah: 854, 871, 961, 862, 885, 932, 880, 913, 931, 958, 864, 886, 899, 911, 914, 860, 868, 883, 888, 902, 865, 891, 869, 881, 884, 890, 957/2, 872, 895, 896, 863, 873, 877, 900, 875, 908, 904, 861, 905, 867, 887, 909, 893, 878, 907, 855, 866, 901, 870, 903, 920, 874, 879, 882, 894, 912, 876, 897/1, 892/2, 892/1, 856/2, 856/4, 856/1, 959/1, 952/1, 952/2, 953/2, 953/3, 951/5, 951/4 katastrska občina 1316 Stara vas, Slovenija;
- **ID 16871652**, vpisana na naslednjih zemljiških parcelah: 854, 871, 961, 862, 885, 932, 880, 913, 931, 958, 864, 886, 899, 911, 914, 860, 868, 883, 888, 902, 865, 891, 869, 881, 884, 890, 957/2, 872, 895, 896, 863, 873, 877, 900, 875, 908, 904, 861, 905, 867, 887, 909, 893, 878, 907, 855, 866, 901, 870, 903, 920, 874, 879, 882, 894, 912, 876, 897/1, 892/2, 892/1, 856/2, 856/4, 856/1, 959/1, 952/1, 952/2, 953/2, 953/3, 951/5, 951/4 katastrska občina 1316 Stara vas, Slovenija;

trenutno vpisane v korist imetnika PRISKO a.s.,

Czech Republic with its corporate seat in Prague and its business address at Thámova 181/20, Karlín, 186 00 Prague 8, Czech Republic, with identification number 463 55 901, entered in the Commercial Registry maintained by the Municipal Court in Prague, Rider B, Insert 1729,

unconditionally and expressly permits that the following mortgages:

- **ID 16133379**, entered on the following land plots: 854, 871, 961, 862, 885, 932, 880, 913, 931, 958, 864, 886, 899, 911, 914, 860, 868, 883, 888, 902, 865, 891, 869, 881, 884, 890, 957/2, 872, 895, 896, 863, 873, 877, 900, 875, 908, 904, 861, 905, 867, 887, 909, 893, 878, 907, 855, 866, 901, 870, 903, 920, 874, 879, 882, 894, 912, 876, 897/1, 892/2, 892/1, 856/2, 856/4, 856/1, 959/1, 952/1, 952/2, 953/2, 953/3, 951/5, 951/4 cadastral municipality 1316 Stara vas, Slovenia;
- **ID 16871652**, entered on the following land plots: 854, 871, 961, 862, 885, 932, 880, 913, 931, 958, 864, 886, 899, 911, 914, 860, 868, 883, 888, 902, 865, 891, 869, 881, 884, 890, 957/2, 872, 895, 896, 863, 873, 877, 900, 875, 908, 904, 861, 905, 867, 887, 909, 893, 878, 907, 855, 866, 901, 870, 903, 920, 874, 879, 882, 894, 912, 876, 897/1, 892/2, 892/1, 856/2, 856/4, 856/1, 959/1, 952/1, 952/2, 953/2, 953/3, 951/5, 951/4 cadastral municipality 1316 Stara vas, Slovenia;

currently registered in the favor of PRISKO a.s.,

<p>prenesejo na novega imetnika in se v zemljiški knjigi vpiše vknjižba spremembe imetnika navedenih pravic tako, da se kot novi imetnik vpiše:</p> <p>RIDG Holding s.r.o., družba z omejeno odgovornostjo, ki je organizirana in obstaja v skladu z zakonodajo Republike Češke, s sedežem v Pragi in s poslovnim naslovom na Budějovická 1550/15a, Michle, 140 00 Praga 4, Češka, vpisana v sodni register Gospodarskega registra pri Občinskem sodišču v Pragi z matično številko 074 49 577, oddelek C, vložek 301217, slovenska matična številka 2619989000.</p>	<p>transfer on the new holder and that in the Land Registry enters a change of holder of respective rights in such a way that as the new holder is registered:</p> <p>RIDG Holding s.r.o., a limited liability company incorporated and validly existing under the laws of the Czech Republic, with its corporate seat in Prague and its business address at Budějovická 1550/15a, Michle, 140 00 Prague 4, with identification number 074 49 577, entered in the Commercial Registry maintained by the Municipal Court in Prague, Rider C, Insert 301217, Slovenian company registration number 2619989000.</p>
<p>3 IMOB – Zemljiškoknjžno dovolilo</p> <p>IMOB a.s., delniška družba, ustanovljena v skladu z zakonodajo Češke Republike, s sedežem v Pragi in s poslovnim naslovom na Thámova 181/20, 186 00 Praga 8, Češka Republika, vpisana v sodni register sodišča v Pragi, oddelek B, vložek 2651 z matično številko 2477467000,</p> <p>brezpogojno in izrecno dovoljuje, da se naslednje hipoteke:</p> <ul style="list-style-type: none"> • ID 15933692, vpisana na naslednjih zemljiških parcelah: 854/0, 856/1, 856/2, 856/4, 892/1, 892/2, 893/0, 894/0, 896/0, 953/2, 953/3, 961/0 katastrska občina 1316 Stara vas, Slovenija; <p>trenutno vpisane v korist imetnika IMOB a.s.,</p> <p>prenesejo na novega imetnika in se v zemljiški knjigi vpiše vknjižba spremembe imetnika navedenih pravic tako, da se kot novi imetnik vpiše:</p>	<p>3 IMOB – Land registry permit</p> <p>IMOB a.s., a joint stock corporation established under the laws of the Czech Republic with its corporate seat in Prague and its business address at Thámova 181/20, Karlín, 186 00 Prague 8, Czech Republic, with identification number 601 97 901, entered in the Commercial Registry maintained by the Municipal Court in Prague, Rider B, Insert 2651,</p> <p>unconditionally and expressly permits that the following mortgage:</p> <ul style="list-style-type: none"> • ID 15933692, entered on the following land plots: 854/0, 856/1, 856/2, 856/4, 892/1, 892/2, 893/0, 894/0, 896/0, 953/2, 953/3, 961/0 cadastral municipality 1316 Stara vas, Slovenia; <p>currently registered in the favor of IMOB a.s.,</p> <p>is transferred to the new holder and a change of a holder of the respective right is registered into Land Registry in favor of:</p>

<p>RIDG Holding s.r.o., družba z omejeno odgovornostjo, ki je organizirana in obstaja v skladu z zakonodajo Republike Češke, s sedežem v Pragi in s poslovnim naslovom na Budějovická 1550/15a, Michle, 140 00 Praga 4, Češka, vpisana v sodni register Gospodarskega registra pri Občinskem sodišču v Pragi z matično številko 074 49 577, oddelek C, vložek 301217, slovenska matična številka 2619989000.</p>	<p>RIDG Holding s.r.o., a limited liability company incorporated and validly existing under the laws of the Czech Republic, with its corporate seat in Prague and its business address at Budějovická 1550/15a, Michle, 140 00 Prague 4, with identification number 074 49 577, entered in the Commercial Registry maintained by the Municipal Court in Prague, Rider C, Insert 301217, Slovenian company registration number 2619989000.</p>
<p>4 Odstopljene pravice iz pogodb z zavarovalnico</p> <p>PRISKO bo v skladu z LPA Kupcu izročil podpisane preklice prenosa pravic iz zavarovanja/asignacije nasproti SID – Prvi kreditni zavarovalnici d.d.</p>	<p>4 Assigned rights under contracts with insurance company</p> <p>PRISKO shall pursuant to the LPA hand over to the Purchaser signed cancellations of the transfer of rights under the insurance/assignment towards SID - Prva kreditna zavarovalnica d.d.</p>
<p>5 Dovolilo za vpis novega imetnika pravice v register neposestnih zastavnih pravic in zarubljenih premičnin</p> <p>PRISKO a.s., delniška družba, ustanovljena v skladu z zakonodajo Češke Republike, s sedežem v Pragi in s poslovnim naslovom na Thámova 181/20, Karlín 186 00 Praga 8, Češka Republika, vpisana v sodni register Mestnega sodišča v Pragi, oddelek B, vložek 1729 z matično številko 46355901,</p> <p>brezpogojno in izrecno dovoljuje, da se pri naslednjih zastavnih pravicah na premičninah – opremi zastavitelja:</p> <ul style="list-style-type: none"> • Zastavni pravici za zavarovanje denarne terjatve v znesku [REDACTED] s pripadki, ki je na podlagi notarskega 	<p>5 Permit to register new holder of right in Registry of nonpossessory pledges and register and seized movables</p> <p>PRISKO a.s., a joint stock corporation established under the laws of the Czech Republic with its corporate seat in Prague and its business address at Thámova 181/20, Karlín, 186 00 Prague 8, Czech Republic, with identification number 463 55 901, entered in the Commercial Registry maintained by the Municipal Court in Prague, Rider B, Insert 1729,</p> <p>unconditionally and expressly permits that on the following pledges of pledger's movables - equipment:</p> <ul style="list-style-type: none"> • Nonpossessory pledge right as the security of monetary receivable in the amount of [REDACTED], which is

zapisa notarja Borisa Pavlina iz Krškega, opr. št. SV 701/2013 z dne 29.11.2013, pod številko zadeve 39414.2 vpisana v korist PRISKO a.s.;

- Zastavni pravici za zavarovanje denarne terjatve v znesku [REDACTED] s pripadki, ki je na podlagi notarskega zapisa notarja Borisa Pavlina iz Krškega, opr. št. SV 688/2014 z dne 19.12.2014, pod številko zadeve 52501.1 vpisana v korist PRISKO a.s.;
- Zastavni pravici za zavarovanje denarne terjatve v znesku [REDACTED] s pripadki, ki je na podlagi notarskega zapisa notarja Borisa Pavlina iz Krškega, opr. št. SV 701/2013 z dne 29.11.2013, pod številko zadeve 39414.1 vpisana v korist PRISKO a.s.;

vpiše sprememba imetnika pravice (zastavnega upnika) tako, da se kot novi imetnik (zastavni upnik) vsakokrat vpiše:

RIDG Holding s.r.o., družba z omejeno odgovornostjo, ki je organizirana in obstaja v skladu z zakonodajo Republike Češke, s sedežem v Pragi in s poslovnim naslovom na Budějovická 1550/15a, Michle, 140 00 Praga 4, Češka, vpisana v sodni register Gospodarskega registra pri Občinskem sodišču v Pragi z matično številko 074 49 577, oddelek C, vložek 301217, slovenska matična številka 2619989000.

under the notarial deed by Boris Pavlin from Krško, no SV 701/2013 dated 29.11.2013, under case number 39414.2 registered in favour of PRISKO a.s.;

- Nonpossessory pledge right as the security of monetary receivable in the amount of [REDACTED], which is under the notarial deed by Boris Pavlin from Krško, no SV 688/2014 dated 19.12.2014, under case number 52501.1 registered in favour of PRISKO a.s.;
- Nonpossessory pledge right as the security of monetary receivable in the amount of [REDACTED], which is under the notarial deed by Boris Pavlin from Krško, no SV 701/2013 dated 29.11.2013, under case number 39414.1 registered in favour of PRISKO a.s.;

a change of the beneficiary (the pledgee) registered in favour of:

RIDG Holding s.r.o., a limited liability company incorporated and validly existing under the laws of the Czech Republic, with its corporate seat in Prague and its business address at Budějovická 1550/15a, Michle, 140 00 Prague 4, with identification number 074 49 577, entered in the Commercial Registry maintained by the Municipal Court in Prague, Rider C, Insert 301217, Slovenian company registration number 2619989000.

<p>6 Odstop in prenos v zavarovanje odstopljenih terjatev</p> <p>PRISKO z učinkom od podpisa te Listine v notarskem zapisu in skladno s pogoji LPA na Kupca prenaša in mu odstopa, Kupec pa tak prenos in odstop sprejema:</p> <p>(A) vse terjatve (vključno, brez omejitve, s sedanjimi, pogojnimi in bodočimi terjatvami Dolžnika (kot odstopnika) nasproti tujim poslovnim partnerjem – kupcem, zavarovanimi pri SID – Prva kreditna zavarovalnica, Davčna ulica 1, 1000 Ljubljana iz naslova zavarovalne pogodbe št. KPK/2014-98 z dne 5.12.2014), ki so bile Prodajalcu odstopljene v zavarovanje s strani Dolžnika na podlagi pogodbe, navedene v točki 1.1.4, ali vinkulacijskih potrdil in</p> <p>(B) na podlagi soglasja Dolžnika, pogodbeni položaj Prodajalca po pogodbi, navedeni v točki 1.1.4 zgoraj.</p>	<p>6 Assignment and transfer of receivables transferred as security</p> <p>PRISKO with the effect from the signature of this CTD in the form of a notarial deed and pursuant to the conditions from the LPA the Seller transfers and assigns to the Purchaser and the Purchaser accepts such assignment and transfer:</p> <p>(A) all receivables (including, without limitation, existing, conditional and future claims of the Debtor (as the assignor) towards foreign business partners, which are insured with insurance company SID – Prva kreditna zavarovalnica d.d. under the insurance contract No. KPK/2014-98 dated 5.12.2014), which were assigned to the Seller as the security under the agreement, specified in the section 1.1.4 or and certificate of vinculation;</p> <p>(B) upon consent of the Debtor the contractual position of the Seller from the contract, specified in the section 1.1.4. above.</p>
<p>7 Uporaba prava, pristojnost</p> <p>7.1 Ta Listina in vsak spor ali zahtevek, ki izvira iz te Listine ali je v zvezi z njo oziroma njenim predmetom ali nastankom, se presoja in razlaga v skladu z zakonodajo Republike Slovenije, pri čemer se izrecno izključi uporaba Konvencije Združenih Narodov o pogodbah o mednarodni prodaji blaga ter uporaba kolizijskih pravil slovenskega prava.</p> <p>7.2 Stranki nepreklicno soglašata, da je za</p>	<p>7 Governing law, jurisdiction</p> <p>7.1 This CTD and each dispute or claim arising from this CTD or it is in relation with its subject or conclusion, shall be assessed and construed in accordance with the regulations of Republic of Slovenia, whereby the application of United Nations Convention on Contracts for the International Sale of Goods and Slovenian collision norms is expressly excluded.</p> <p>7.2 The Parties irrevocably consent to</p>

vsak spor ali zahtevak, ki izvira iz te Listine ali je v zvezi z njo oziroma njenim predmetom ali nastankom (vključno z nepogodbenimi spori in zahtevki), izključno pristojno sodišče v Ljubljani v Republiki Sloveniji.

exclusive jurisdiction of court in Ljubljana, Republic of Slovenia for each dispute or claim arising from this CTD or it is in relation with its subject or conclusion (including non-contractual disputes and claims).

SCHEDULE 4: Data package**I. Documents relating to PRISKO**

- (1) Notarial Deed No. SV 701/13, relating to loan [REDACTED], made by Mr. Boris Pavlin, dated 29 November 2013.
- (2) Notarial Deed No. SV 688/2014, relating to loan [REDACTED] made by Mr. Boris Pavlin, dated 19 December 2014.
- (3) Notarial Deed No. SV 475/16, relating to loan [REDACTED], made by Mr. Miro Košak, dated 16 March 2016. The Notarial Deed includes as its Annexes, *inter alia*, Loan Agreement No. 1-2015, concluded by and between PRISKO and the Company, dated 6 November 2015.
- (4) Notarial Deed No. SV 172/17, relating to loan [REDACTED], made by Mr. Miro Košak, dated 30 January 2017. The Notarial Deed includes as its Annexes, *inter alia*:
 - (a) Notarial Deed No. SV 2167/2015, relating to loan [REDACTED], made by Mr. Miro Košak, dated 6 November 2015, and Notarial Deed No. SV 2167/2015 includes as its Annex, *inter alia*, Loan Agreement No. 1-2015, concluded by and between PRISKO and the Company, dated 6 November 2015; and
 - (b) Notarial Deed No. SV 666/16, relating to loan [REDACTED] Made by Mr. Miro Košak, dated 14 April 2016.
- (5) Notarial Deed No. SV 730/17, relating to assignment of security, made by Mr. Miro Košak, dated 20 April 2017.
- (6) Statement of Creditor, issued by PRISKO, dated 4 November 2015.
- (7) Statement of Creditor, issued by PRISKO, dated 31 October 2016.
- (8) Statement of Creditor, issued by PRISKO, dated 6 November 2017.
- (9) Statement of Creditor, issued by PRISKO, dated 15 December 2017.
- (10) Statement of Creditor, issued by PRISKO, dated 6 February 2018.
- (11) Statement of Creditor, issued by PRISKO, dated 11 April 2018.
- (12) Statement of Creditor, issued by PRISKO, dated 10 May 2018.
- (13) Statement of Creditor, issued by PRISKO, dated 8 June 2018.
- (14) Statement of Creditor, issued by PRISKO, dated 25 July 2018.
- (15) Statement of Creditor, issued by PRISKO, dated 27 September 2018.

- (16) Statement of Creditor, issued by PRISKO, dated 12 October 2018.
- (17) Statement of Creditor, issued by PRISKO, dated 7 December 2018.
- (18) Statement of Creditor, issued by PRISKO, dated 20 December 2018.
- (19) Statement of Creditor, issued by PRISKO, dated 30 January 2019.
- (20) Statement of Creditor, issued by PRISKO, dated 28 February 2019.
- (21) Statement of Creditor, issued by PRISKO, dated 1 July 2019.
- (22) Statement of Creditor, issued by PRISKO, dated 1 August 2019.

II. Documents relating to IMOB

- (1) Loan Agreement concluded between IMOB and the Company, dated 18 September 2013.
- (2) Notarial Deed SV 560/2013, relating to Loan Agreement concluded between IMOB and the Company and security relating to the loan, made by notary Mr. Boris Pavlin, dated 19 September 2013.
- (3) Declaration on Promissory Note, made by the Company, dated 19 September 2013.
- (4) Amendment No. 1 to Loan Agreement, dated 9 March 2015.
- (5) Advice of Customer Transfer, a certificate on transfer of amount [REDACTED] to IMOB (payment of 10% interest for May and June 2017), issued by [REDACTED] dated 22 June 2018.
- (6) Statement of Creditor, issued by IMOB, dated 4 November 2015.
- (7) Statement of Creditor, issued by IMOB, dated 30 October 2016.
- (8) Statement of Creditor, issued by IMOB, dated 14 November 2017.
- (9) Statement of Creditor, issued by IMOB, dated 6 February 2018.
- (10) Statement of Creditor, issued by IMOB, dated 12 April 2018.
- (11) Statement of Creditor, issued by IMOB, dated 10 May 2018.
- (12) Statement of Creditor, issued by IMOB, dated 8 June 2018.
- (13) Statement of Creditor, issued by IMOB, dated 25 July 2018.
- (14) Statement of Creditor, issued by IMOB, dated 25 September 2018.
- (15) Statement of Creditor, issued by IMOB, dated 18 October 2018.

- (16) Statement of Creditor, issued by IMOB, dated 7 December 2018.
- (17) Statement of Creditor, issued by IMOB, dated 20 December 2018.
- (18) Statement of Creditor, issued by IMOB, dated 30 January 2019.
- (19) Statement of Creditor, issued by IMOB, dated 28 February 2019.
- (20) Statement of Creditor, issued by IMOB, dated 1 July 2019.
- (21) Statement of Creditor, issued by IMOB, dated 1 August 2019.

SIGNATORIES

IN WITNESS WHEREOF, each of the Parties and the Company, directly or by its duly authorized representative, has caused this Agreement to be executed on the Signing Date.

PRISKO a.s.:



Name: Mr. Marian Klásek

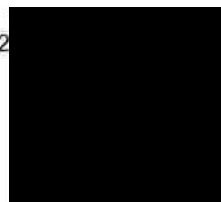
Function: Chairman of Board of Directors

Date: 30 September 2019



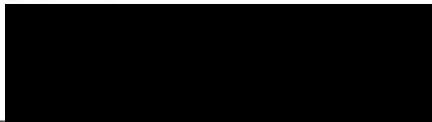
Name: Mr. David Rais

Function: Vice-chairman of
Board of Directors



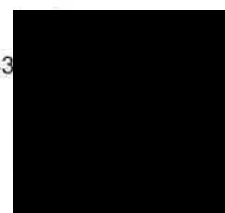
IMOB a.s.:

Date: 30 September 2019



Name: Mr. David Rais

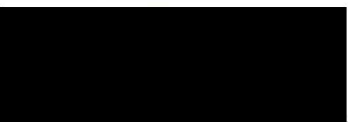
Function: Member of Board of Directors



RIDG HOLDING s.r.o.:

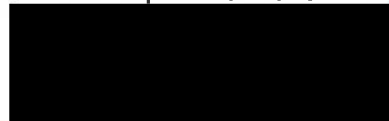


Name: Mr. Radek Matějek
Function: Executive

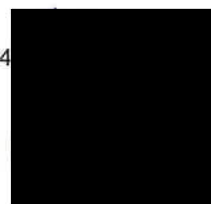


Name: Mr. Jaroslav Otenšlégr
Function: Executive

Date: 30 September 2019



Name: Mr. Pavel Svoreň
Function: Executive



VIPAP VIDEM KRŠKO d.d.

Date: 30. 09. 2019



Name: JOŽKA ŠTEGNE
Function:
CHAIRMAN OF THE MB

Name:
Function:

