

**ASSIGNMENT AND MANDATE AGREEMENT (EFI NO. 20211)**

Dated as of June 28, 2024

between

**Eurofima European Company for the Financing of Railroad Rolling Stock**

Meret Oppenheim-Platz 1 C 4053 Basel, Switzerland

**(Eurofima)**

and

**České dráhy, a.s**

Nábřeží Ludvíka Svobody 1222/12, 110 15 Prague 1, Czech Republic

**(Assignor)**

regarding

**Assignment of Rights under Supply Documents**

## Table of Contents

<b>1.</b>	<b>Definitions – Legal Framework .....</b>	<b>1</b>
1.1.	Definitions .....	1
1.2.	Rules of Interpretation .....	3
<b>2.</b>	<b>Purpose of Agreement .....</b>	<b>3</b>
<b>3.</b>	<b>Assignment.....</b>	<b>3</b>
3.1.	Assignment .....	3
3.2.	Acceptance of Security Assignment.....	4
3.3.	Notification and Acknowledgment of Security Assignment .....	4
3.4.	Further Assurance.....	4
<b>4.</b>	<b>Mandate and Agency .....</b>	<b>4</b>
4.1.	Mandate .....	4
4.2.	Eurofima's Agent .....	5
<b>5.</b>	<b>Certain Rights and Obligations .....</b>	<b>5</b>
<b>6.</b>	<b>Amendments to the Supply Documents .....</b>	<b>5</b>
6.1.	Amendments .....	5
6.2.	Permitted Amendments .....	5
<b>7.</b>	<b>Representations .....</b>	<b>6</b>
<b>8.</b>	<b>Security Assignment .....</b>	<b>6</b>
8.1.	Security Assignment.....	6
8.2.	Status of Security Assignment.....	6
8.3.	Enforcement of Security Assignment .....	6
8.4.	Remedies and Right of Substitution .....	7
<b>9.</b>	<b>Termination of Security Assignment and Reassignment .....</b>	<b>7</b>
9.1.	Termination of Secured Financing Agreement.....	7
9.2.	Termination of Supply Documents.....	7
9.3.	Termination upon transfer of title to an Item of Ordered Equipment.....	8
<b>10.</b>	<b>Notifications.....</b>	<b>8</b>
<b>11.</b>	<b>Miscellaneous.....</b>	<b>9</b>
11.1.	Assignments.....	9
11.2.	Severability .....	9
11.3.	Amendments .....	9
11.4.	Execution in Counterparts .....	9
<b>12.</b>	<b>Governing Law and Jurisdiction .....</b>	<b>9</b>
12.1.	Governing Law .....	9
12.2.	Jurisdiction.....	9

## **Table of Schedules**

<b>Schedule No.</b>	<b>Description</b>
1	Supply Documents
2	List of Equipment
3	Template of Notification and Acknowledgment of Assignment

## **Recitals**

- (A) Whereas Assignor has requested Eurofima to finance the acquisition of the Ordered Equipment;
- (B) Whereas Eurofima is willing to finance the Ordered Equipment subject to the terms and conditions of the Financing Documents;
- (C) Whereas it is a condition to Eurofima financing the Ordered Equipment prior to delivery and transfer of title to the Ordered Equipment (**Prefinancing**) to the Assignor that Eurofima be secured by an assignment of all of Assignor's right, title and interest in the Supply Documents throughout the Prefinancing.

**Now therefore, the Parties agree as follows:**

### **1. Definitions – Legal Framework**

#### **1.1. Definitions**

In this Agreement (including its Recitals) all capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Secured Financing Agreement and the following terms shall have the following meanings:

**Assigned Rights** has the meaning set forth in Clause 3.1.

**Delivery Period** means the period between the signing of this Agreement and the Final Delivery Date.

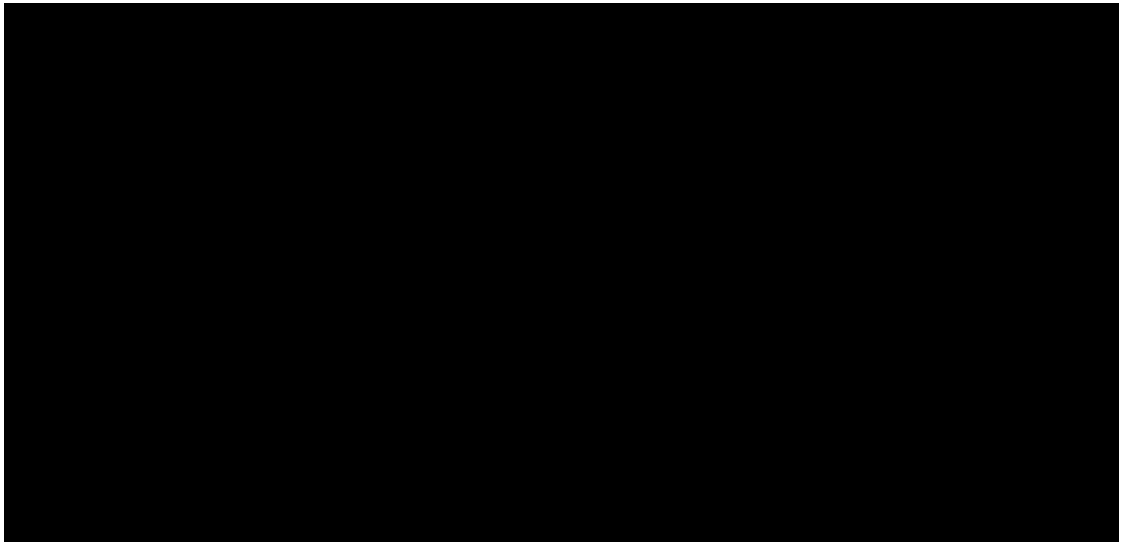
**Ordered Equipment** means each and all of the Items of Ordered Equipment.

**Eurofima Convention** means the international convention, dated as of October 20, 1955, relative to the establishment of Eurofima.

**Financing Documents** means this Agreement, the Equipment Pledge Agreement and the Secured Financing Agreement.

**Item of Ordered Equipment** means each item of equipment including any part, appliance, component, instrument, appurtenance, accessory incorporated or installed or attached to each item of equipment listed in Schedule 1 hereto.

**Manufacturers** means each and, as applicable in the respective context, all of the Manufacturers 1 and Manufacturer 2.



**Ordered Equipment** means all Items of Ordered Equipment listed in the various Schedules hereto.

**Party** and **Parties** means a party or parties to this Agreement.

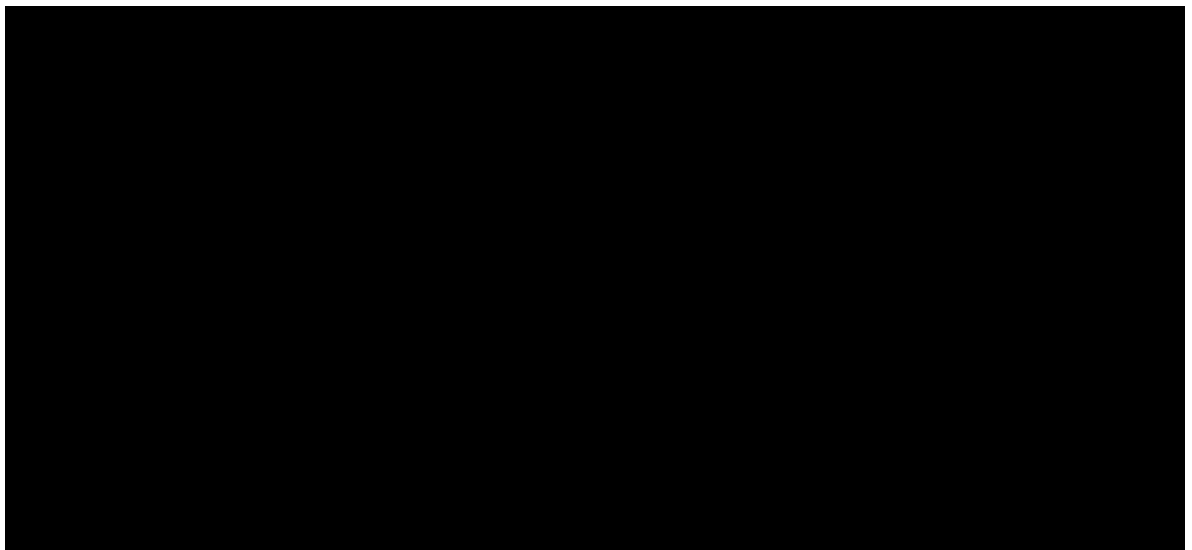
**Security Assignment** has the meaning set forth in Clause 8.1.

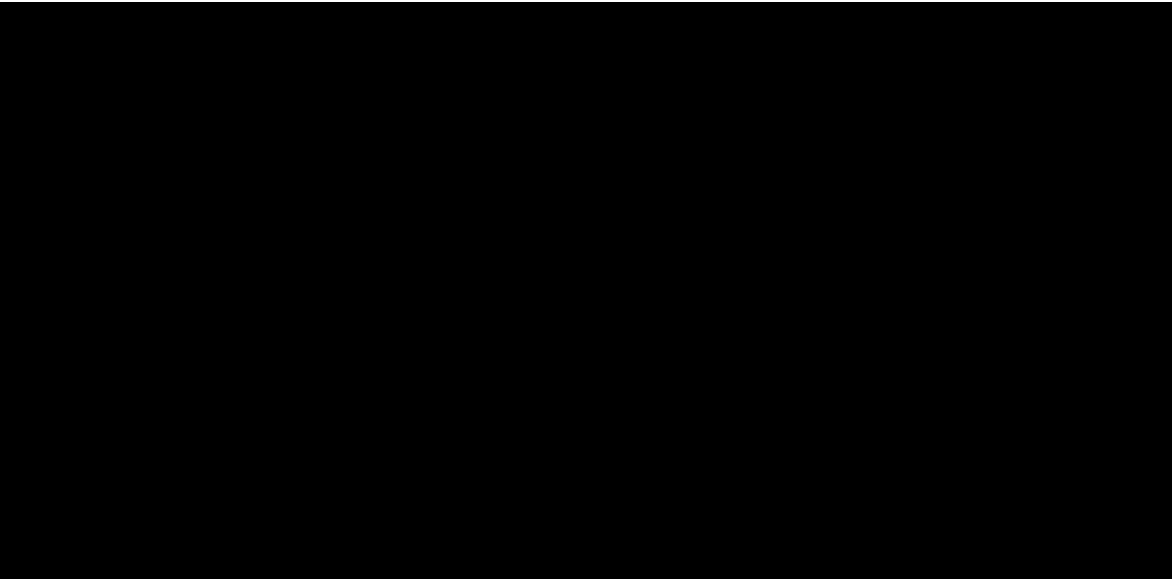
**Secured Financing Agreement** means the Secured Financing Agreement EFI No. 20211 between Eurofima and Assignor dated the date hereof.

**Secured Obligations** has the meaning set forth in Clause 8.1.

**Supply Documents** means each and, as applicable in the respective context, all of the Supply Documents 1 and the Supply Documents 2.

**Supply Documents 1** means the following documents:





## **1.2. Rules of Interpretation**

- 1.2.1. A reference to a Party includes a reference to its successors in title, permitted transferees, designees and assigns.
- 1.2.2. A reference to any agreement includes such agreement as amended, restated, modified or otherwise supplemented from time to time in accordance with its terms.
- 1.2.3. Words denoting the singular shall include the plural and vice versa, unless the context requires otherwise.
- 1.2.4. Any reference in this Agreement to a "Clause" or a "Schedule" shall, subject to any contrary indication, be construed as a reference to a clause or a schedule hereof.

## **2. Purpose of Agreement**

The purpose of this Agreement is to procure security for the Prefinancing by Eurofima to Assignor under the Financing Documents.

## **3. Assignment**

### **3.1. Assignment**

For the purposes of securing the Prefinancing by Eurofima, Assignor undertakes to assign and transfer and does hereby assign and transfer to Eurofima all of Assignor's right, title and interest in and to the Supply Documents to the extent relating to or being ancillary to the Ordered Equipment (**Assigned Rights**), including without limitation:

- The right to control the manufacture, test and take delivery of and receive title to the Ordered Equipment from the Manufacturers pursuant to the Supply Documents;
- the right to compel performance by the Manufacturers of the terms of the Supply Documents; and
- any claim arising against the Manufacturers under the Supply Documents, including without limitation, under its warranty, indemnification or damages provisions, but excluding (a) the rights under any advance payment guarantee issued by or on behalf of the Manufacturers under the Supply Documents, and (b) any penalties owed by the Manufacturers under the Supply Documents.

### **3.2. Acceptance of Security Assignment**

Eurofima hereby accepts the assignment pursuant to Clause 3.1 subject to the terms and conditions hereof.

### **3.3. Notification and Acknowledgment of Security Assignment**

The Security Assignment shall be notified on the date of this Agreement (in the case of Manufacturers 1) and as of the date of the amendment and restatement of this Agreement (in the case of Manufacturer 2) to and be forthwith acknowledged by the respective Manufacturers in accordance with the template of notification and acknowledgement pursuant to Schedule 3 to this Agreement.

### **3.4. Further Assurance**

Assignor shall from time to time do and perform all such further acts and execute and deliver any and all such further instruments as may be required by law or reasonably requested by Eurofima to establish, maintain and protect the respective rights of Eurofima and to carry out the intent and purpose of the Financing Documents.

## **4. Mandate and Agency**

### **4.1. Mandate**

Eurofima hereby mandates Assignor, who hereby accepts such mandate, at Assignor's cost to conduct all duties and take all such action on behalf of Eurofima under the Supply Documents as is required to ensure the proper performance and safeguard of the Assigned Rights for the benefit of Eurofima, including without limitation:

- Making any specification required under the Supply Documents;

- controlling the manufacture and testing of each Item of Ordered Equipment;
- accepting the delivery of, and taking title to each Item of Ordered Equipment;
- making warranty, indemnity and damages claims and collecting such claims; and
- more generally, to exercise any right and perform any such duty as buyer under the Supply Documents in the best interest of Eurofima.

#### **4.2. Eurofima's Agent**

For purposes of the Supply Documents and to the extent required under this Agreement and the mandate given to Assignor hereunder, Eurofima hereby appoints Assignor as its agent (*direkter Stellvertreter*) in respect of the Assigned Rights vis-à-vis the Manufacturers.

### **5. Certain Rights and Obligations**

It is expressly agreed that, notwithstanding anything herein contained to the contrary:

- Assignor shall, subject to a substitution in accordance with Clause 8.4.2, at all times remain solely liable to Manufacturers under the Supply Documents to perform all the duties and obligations of the buyer thereunder including without limitations, payment obligations in respect of the contract price; and
- Eurofima shall have no obligation or liability under the Supply Documents by reason of, or arising out of, this Agreement, or be obligated to perform any of the obligations or duties of Assignor under the Supply Documents.

### **6. Amendments to the Supply Documents**

#### **6.1. Amendments**

Except as otherwise provided herein, including as set out in Clause 6.2, Assignor shall not amend, modify, supplement, rescind, cancel or terminate the Supply Documents in respect of the Equipment without the prior written consent of Eurofima.

#### **6.2. Permitted Amendments**

Assignor shall, however, be entitled to agree to minor changes aiming at better adapting the Ordered Equipment to the needs of Assignor, provided that such changes do not affect

legal title to the Equipment, the contract price or diminish the value, function or expected life of the Ordered Equipment.

## **7. Representations**

The Assignor hereby represents and warrants to Eurofima that all Assigned Rights can be freely transferred and assigned to Eurofima under the Security Assignment provided under this Agreement and that no consent is required, other than the consent of the Manufacturers that has been obtained.

## **8. Security Assignment**

### **8.1. Security Assignment**

The assignment under this Agreement serves as security ("**Security Assignment**") of all of Assignor's obligations under the Financing Documents (**Secured Obligations**).

### **8.2. Status of Security Assignment**

8.2.1. The Security Assignment constitutes a continuing security. It shall terminate only as provided under this Agreement upon (i) all Secured Obligations payable under the Financing Documents having been fully discharged by Assignor, (ii) as contemplated by Clause 9.3 of this Agreement or (iii) by the consent of Eurofima to this effect.

8.2.2. A partial or intermediate payment or discharge of the Secured Obligations does not entitle Assignor to request a partial reassignment of the Assigned Rights.

8.2.3. The Security Assignment shall be cumulative, in addition to and independent of any other security now or subsequently granted to Eurofima for any of the Secured Obligations or any rights, powers and remedies provided by law.

8.2.4. The Security Assignment shall not be affected in any way by any variation, amendment, restatement, novation, transfer (including by way of novation), extension, compromise or release of any or all of the Secured Obligations or of any security from time to time therefor.

### **8.3. Enforcement of Security Assignment**

8.3.1. Upon the occurrence of an Event of Default under the Secured Pre-Financing Agreement, Eurofima shall have the right to revoke the mandate and agency under Clause 4 of this Agreement, in which event the Security Assignment shall be immediately enforceable and Eurofima shall have the right, but not the obligation, without prior notice to the Assignor

or prior authorization from any court, to enforce the Security Assignment of the Assigned Rights and to foreclose on the Assigned Rights.

- 8.3.2. The realization of the Assigned Rights shall to the extent permitted under applicable law take place outside debt enforcement procedures and Eurofima shall in particular be entitled to collect and liquidate all Assigned Rights and allocate any balance to the Secured Obligations or to sell any of the Assigned Rights by private sale. In foreclosing on the Assigned Rights as described above, Eurofima enjoys full discretion as to the manner, time and place at which such execution is to take place, subject only to giving prior written notice of the same to Assignor.

#### **8.4. Remedies and Right of Substitution**

- 8.4.1. Eurofima shall be entitled but not obligated to remedy any breach or default of Assignor under the Supply Documents.
- 8.4.2. Upon the Security Assignment becoming enforceable in accordance with Clause 8.3, Eurofima may with the consent of the Manufacturers substitute itself or a third party for Assignor as counterparty under the Supply Documents.

### **9. Termination of Security Assignment and Reassignment**

#### **9.1. Termination of Secured Financing Agreement**

- 9.1.1. Upon termination of the Secured Financing Agreement in respect of an Item of Ordered Equipment on or prior to the Final Delivery Date (each a **Terminated Item of Equipment**), and upon due discharge of all of Assignor's obligations under the Financing Documents, all Assigned Rights relating to such Terminated Item of Equipment and subsisting under the Supply Documents shall be automatically reassigned to and assumed respectively by Assignor on a "where is" "as is" basis, without warranty, representation by or recourse to Eurofima.
- 9.1.2. Eurofima agrees at the Assignor's request and cost to do and perform all such acts and execute and deliver all such instruments as shall be reasonably requested by Assignor in order to effect and evidence such reassignment, including, to the extent applicable, its notification to Manufacturer.

#### **9.2. Termination of Supply Documents**

- 9.2.1. Upon termination of the Supply Documents in respect of an Item of Ordered Equipment on or prior to the Final Delivery Date (each a **Terminated Item of Equipment**), this

Agreement shall terminate for each Terminated Item of Equipment and upon due discharge of all of Assignor's obligations under the Financing Documents all Assigned Rights relating to such Terminated Item of Equipment and subsisting under the Supply Documents shall be automatically reassigned to and assumed respectively by Assignor on a "where is" "as is" basis, without warranty, representation by or recourse to Eurofima.

- 9.2.2. Eurofima agrees at the Assignor's request and cost to do and perform all such acts and execute and deliver all such instruments as shall be reasonably requested by Assignor in order to effect and evidence such reassignment, including its notification to the relevant Manufacturers.

### **9.3. Termination upon transfer of title to an Item of Ordered Equipment**

Upon an Item of Ordered Equipment being delivered and title being transferred to Assignor in accordance with the Supply Documents (each a Delivered Item of Equipment) the Assignment shall be released with respect to such Delivered Item of Equipment and all Assigned Rights relating to such Delivered Item of Equipment and subsisting under the Supply Documents shall be automatically reassigned to and assumed respectively by Assignor on a "where is" "as is" basis, without warranty, representation by or recourse to Eurofima.

## **10. Notifications**

All notices in respect of this Agreement shall be made in writing to the following addresses:

- (a) If to Assignor:

České dráhy, a.s  
Nábřeží Ludvíka Svobody 1222/12,  
110 15 Prague 1, Czech Republic

Attention:

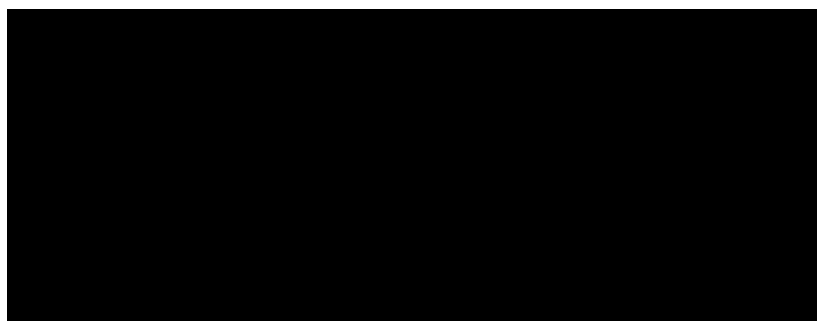
E-mail:

Attention:

E-mail:

Attention:

E-mail:



- (b) If to Eurofima:

Eurofima European Company for the Financing of Railroad Rolling Stock  
Meret Oppenheim-Platz 1 C

4053 Basel, Switzerland

Attention:

E-mail:



## **11. Miscellaneous**

### **11.1. Assignments**

Assignor may not assign any of its rights or obligations under this Agreement.

### **11.2. Severability**

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, the legality, validity or enforceability of the remaining provisions will not in any way be affected or impaired. In such case the Parties shall replace the invalid or unenforceable term or provision by such valid and enforceable terms or provisions the contents of which shall reflect as closely as possible the commercial and legal purpose and intent of the provisions or terms replaced.

### **11.3. Amendments**

Any term of this Agreement including this Clause 11.3 may be amended or waived only in writing and with the consent of all Parties.

### **11.4. Execution in Counterparts**

This Agreement may be executed in several counterparts with the same effect as if all Parties had signed one and the same single copy.

## **12. Governing Law and Jurisdiction**

### **12.1. Governing Law**

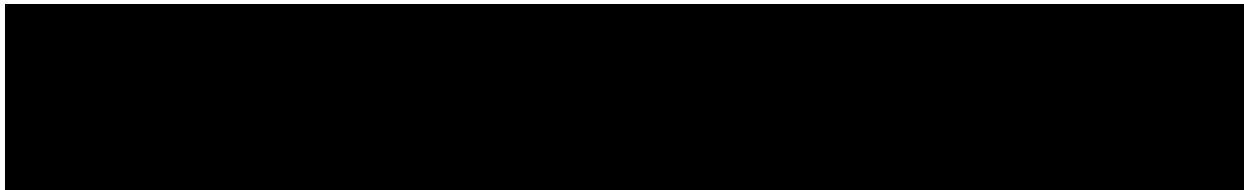
This Agreement shall be governed by Swiss law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980.

### **12.2. Jurisdiction**

The ordinary courts of the Canton of Basle-City shall have exclusive jurisdiction for any dispute arising out of or in connection with this Agreement.

*[Signature Pages follow]*

**České dráhy, a.s**



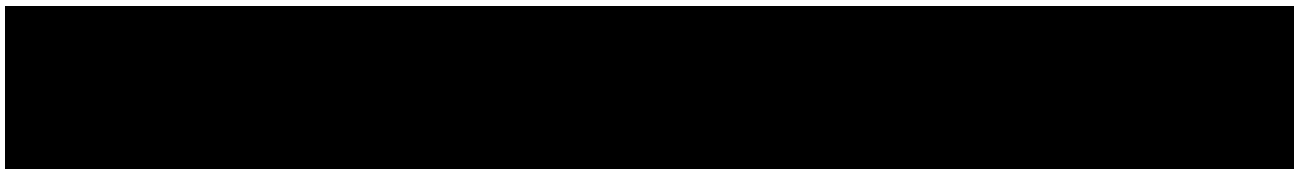
Name: Mgr. Michal Krapinec

Title: Chairman of the Board of Directors

Name: Mgr. Ing. Lukáš Svoboda

Title: Member of the Board of Directors

**Eurofima European Company for the Financing of Railroad Rolling Stock**



Name: Aurélia Gerber

Title: Head of Capital Markets,  
Treasury & Asset Management

Name: Dirk Dombrowski

Title: Head of Middle Office

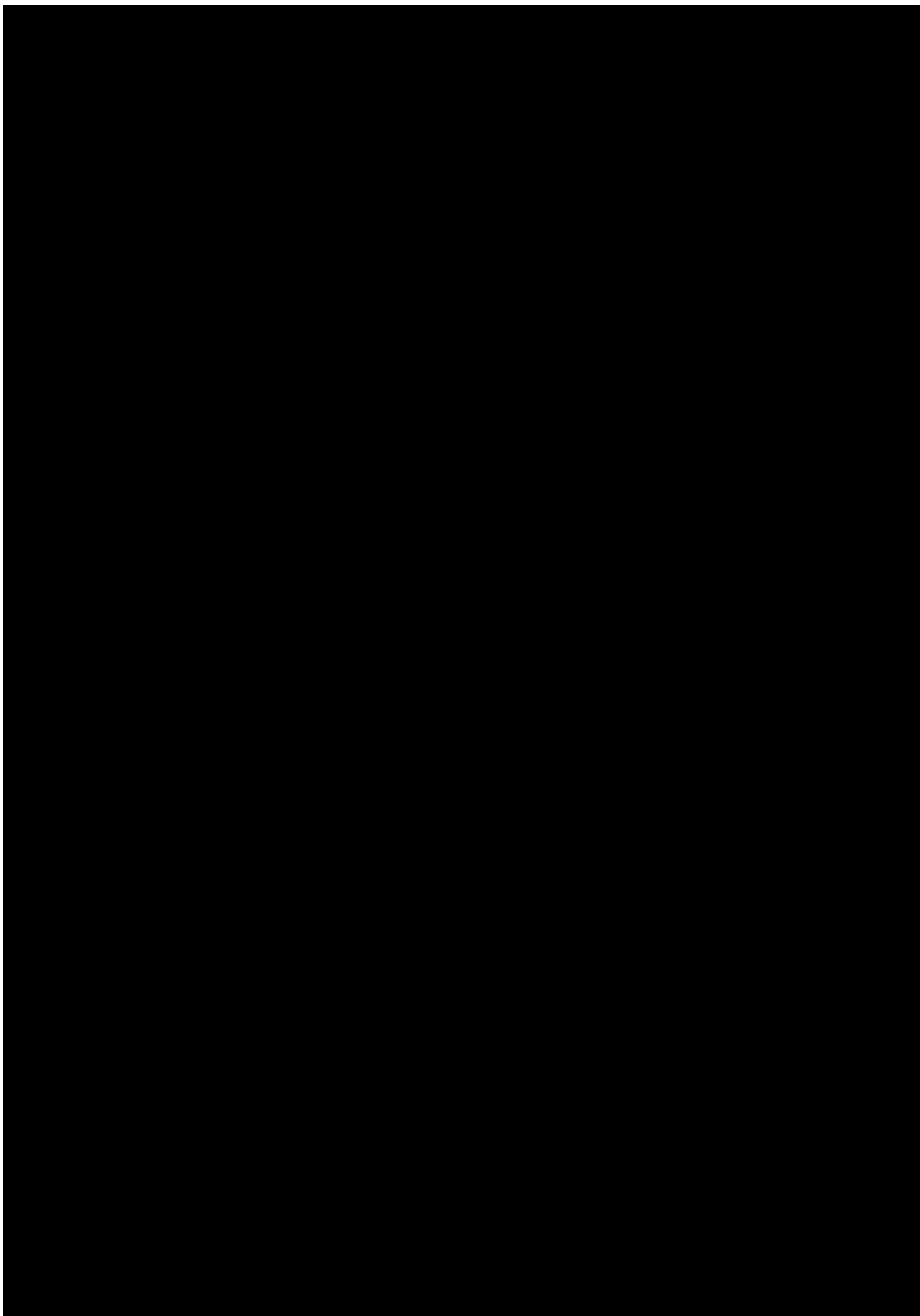
**Schedule 1**

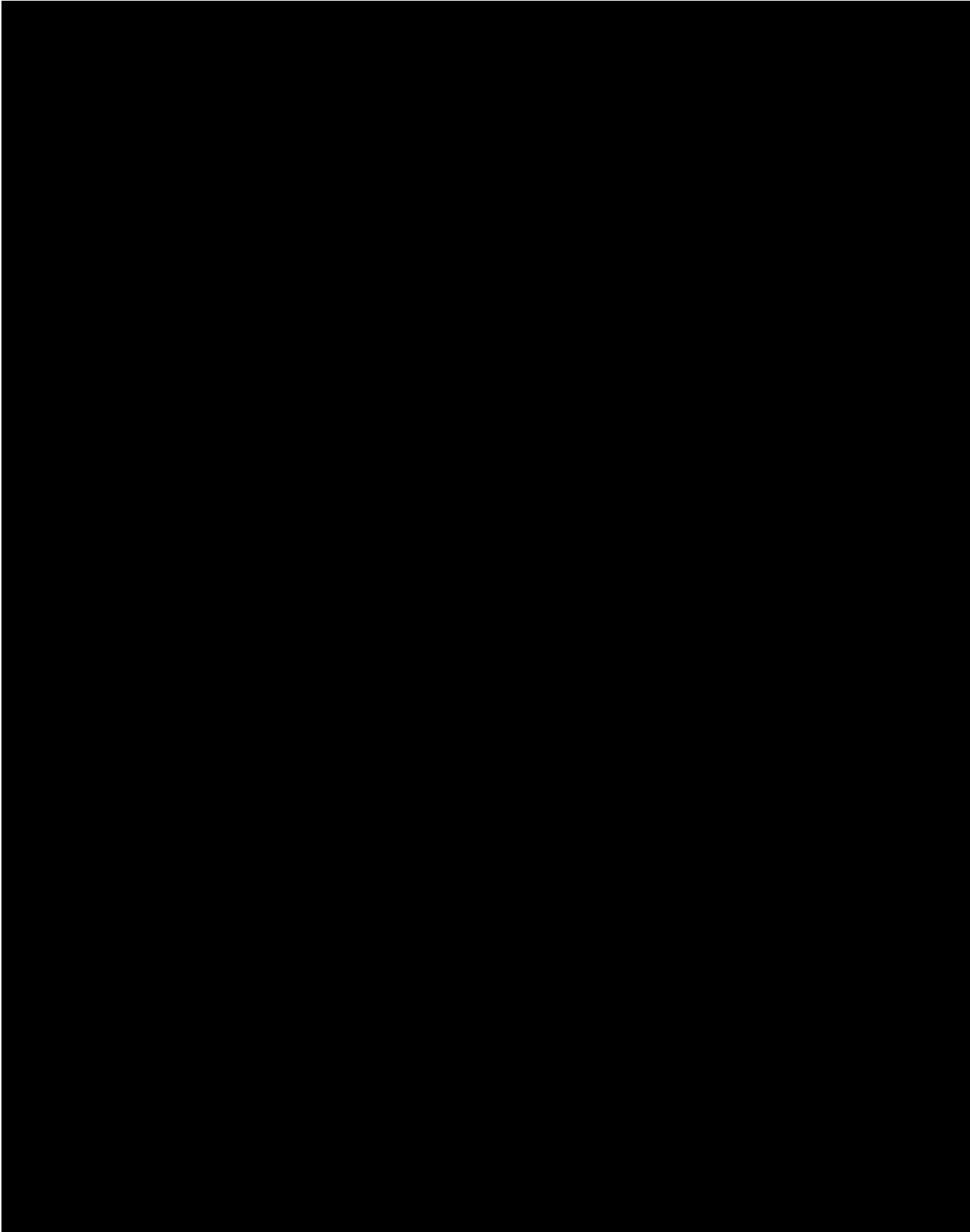
**A. Copy of Supply Documents Manufacturer 1**

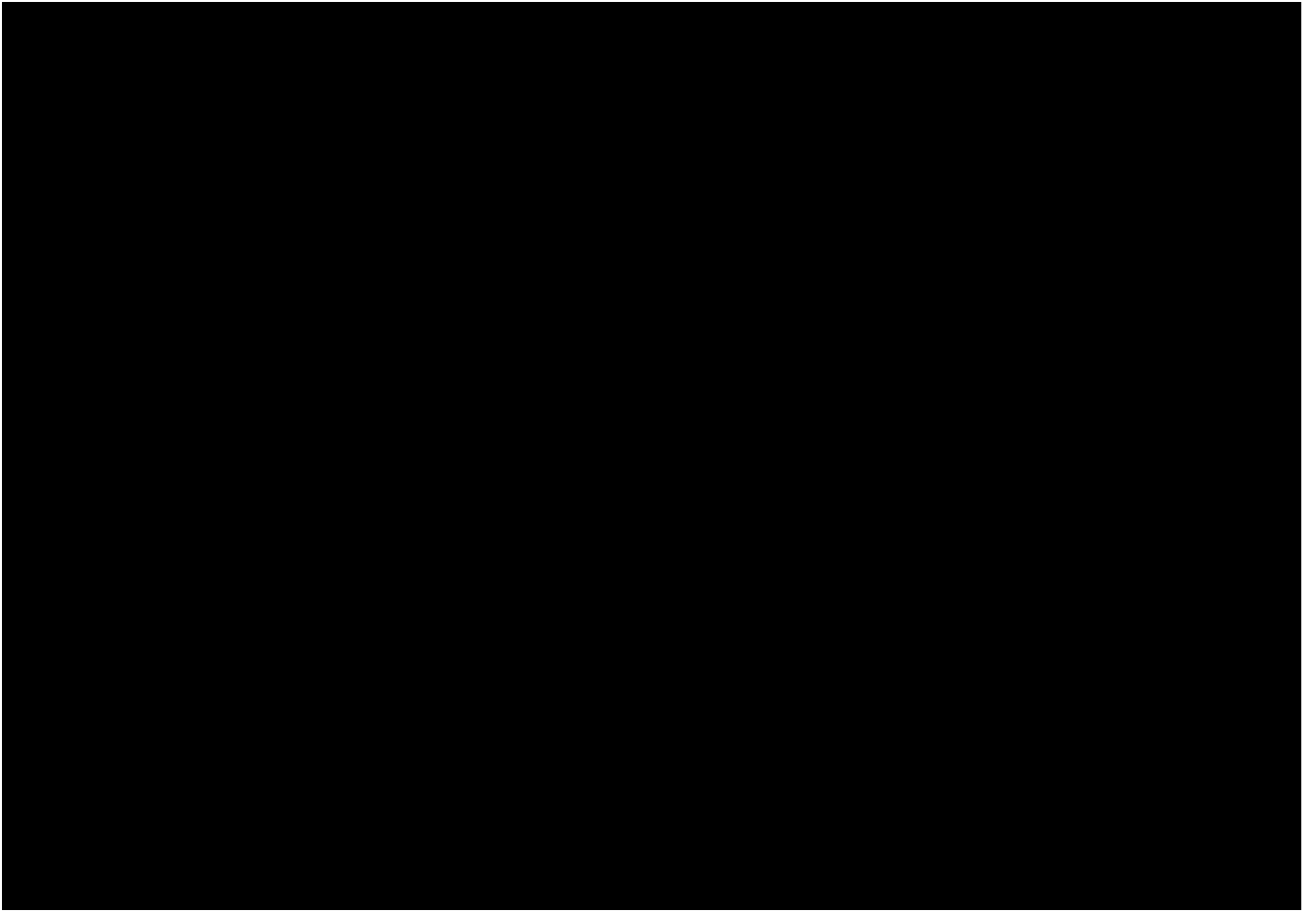
**Schedule 1**

**B. Copy of Supply Documents Manufacturer 2**

## Schedule 2







### Schedule 3

#### A) Template of Notification and Acknowledgment of Security Assignment (Manufacturer 1)

To:

[REDACTED] [REDACTED]  
[REDACTED])

Reference is made to the supply documentation between yourselves and České dráhy, a.s, Nábřeží Ludvíka Svobody 1222/12, 110 15 Prague 1, Czech Republic (**Assignor**) for the supply of [REDACTED] (**Supply Documents**).

We hereby notify you that we as Assignor have assigned all our rights under the Supply Documents (other than any penalties payable by the Manufacturer pursuant to the Supply Documents) but including in respect of any advance payment our rights under any guarantee provided under the Supply Documents, to Eurofima European Company for the Financing of Railroad Rolling Stock, Meret Oppenheim Platz 1C, CH 4053 Basel, Switzerland (**Assignee**) under an Assignment and Mandate Agreement (EFI No. 20211) dated 21 June 2024, as subsequently amended (**Assignment**) in respect of each part of the equipment (including any part, appliance, component, instrument, appurtenance, accessory incorporated or installed or attached thereto) as listed in Schedule 2 to this Notification and Acknowledgment to be manufactured, sold and delivered by Manufacturer under the Supply Documents (each an **Item of Equipment** and all such Items of Equipment the **Equipment**).

Assignee and Assignor further notify you that Assignee has appointed Assignor as its agent for the exercise of all its rights vis-à-vis the Manufacturer under or in connection with the Supply Documents as assigned to Assignee under the Assignment.

Notwithstanding the assignment Assignor shall remain solely obligated and liable to Manufacturer in respect of all its obligations as buyer under the Supply Documents and will take care of all duties as buyer, including without limitation the obligation to inspect, take delivery and accept each Item of Equipment from and to make payment of the contract price therefor.

It is agreed among the parties to this Notification and Acknowledgment that nothing herein shall be construed as imposing any obligation, liability or cost upon the Manufacturer that Manufacturer would not otherwise have under the Supply Documents or modify any right of Manufacturer under the Supply Documents.

Manufacturer may fully rely on all actions taken by Assignor under or in respect of the Supply Documents as having been taken with the consent of and binding effect for Assignee for purposes of all rights assigned to Assignee under the Assignment unless Assignee shall have notified Manufacturer in writing that the mandate to Assignor has been terminated.

Notwithstanding the Assignment and unless otherwise notified in writing by Assignee and Assignor to Manufacturer prior to the final acceptance of a particular Item of Equipment pursuant to the Supply Documents, the Assignment shall be released concurrently with the transfer of title to each Item of Equipment and such transfer of title shall be made to the Assignor.

The Assignment is to provide security to Assignee for the financing of the Equipment prior to its delivery and transfer of title thereto to Assignor by Assignee for the benefit of Assignor. In consideration of Assignee facilitating the financing of the Equipment, Manufacturer by signing this Notification and Acknowledgment acknowledges due notification of the Assignment to it in accordance with the terms hereof and consents to such assignment and the assignment being governed by Swiss law, all as notified hereunder or from time to time in writing by Assignor and Assignee, and declares for the benefit of each other party hereto to be a party to, and bound by the terms and conditions of this Notification and Acknowledgment.

Manufacturer furthermore undertakes to notify Assignee of any breach by Assignor of its obligations under the Supply Documents prior to its exercising any remedy and to allow Assignee to remedy any such breach, and should the Assignee have to enforce its rights against Assignor under the Assignment and be willing to substitute itself or a third party for Assignor as buyer under the Supply Documents, Manufacturer agrees to consider such request by Assignee and not to unreasonably withhold its consent to such substitution.

**The parties agree that this Notification and Acknowledgment shall be governed by Swiss law without regard to the principles of conflicts of laws thereof and to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 and that the ordinary courts of the Canton of Basle-City, Switzerland shall have exclusive jurisdiction in respect of any dispute arising under or in connection with this Notification and Acknowledgment.**

*[Signature Pages follow]*

**České dráhy, a.s.**

---

Name:

Title:

---

Name:

Title:

**Eurofima European Company for the Financing of Railroad Rolling Stock**

---

Name: Aurélia Gerber

Title: Head of Capital Markets,  
Treasury & Asset Management

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Name: Dirk Dombrowski

Title: Head of Middle Office

**Manufacturer**

(as Seller under the Supply Documents)

**[REDACTED]**

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Name:

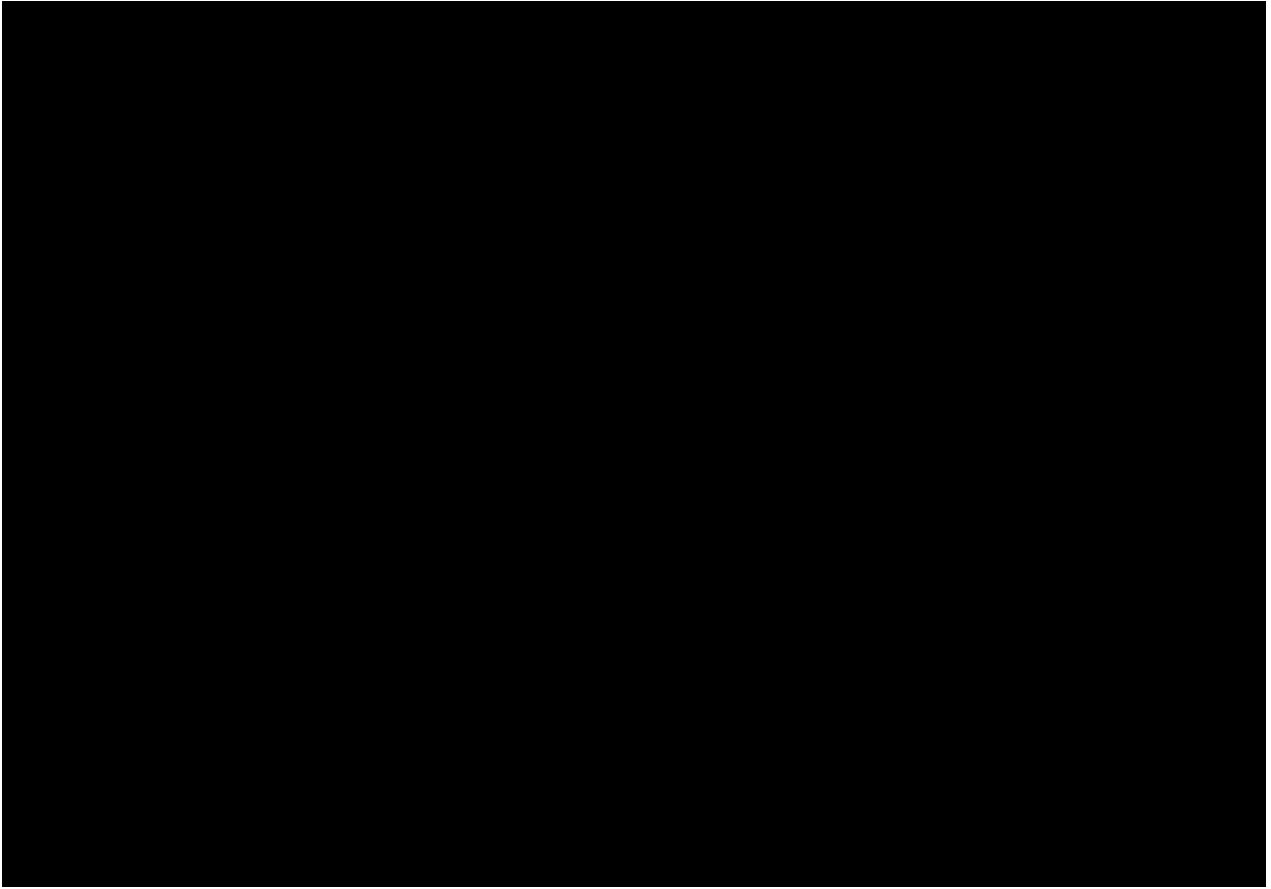
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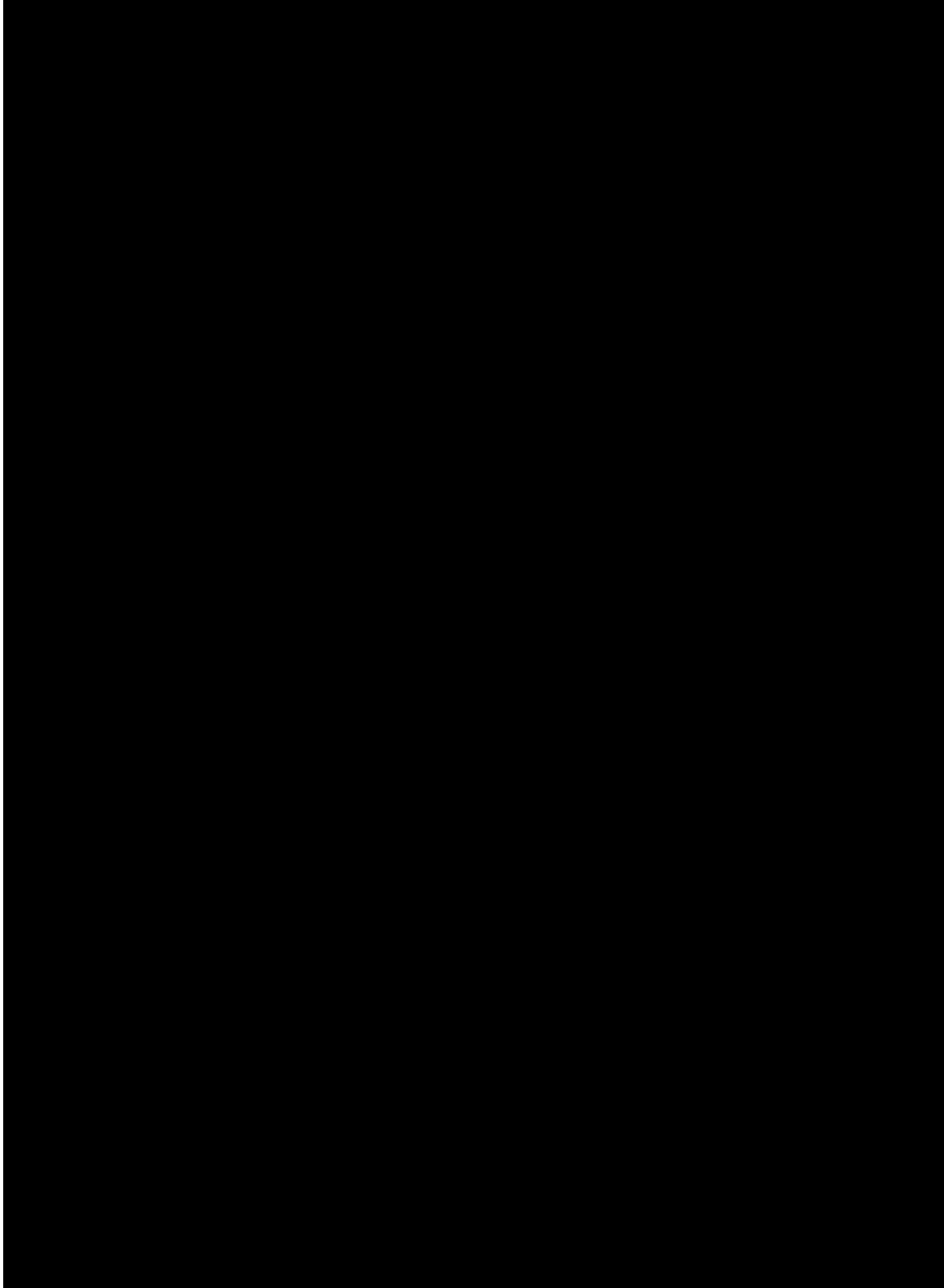
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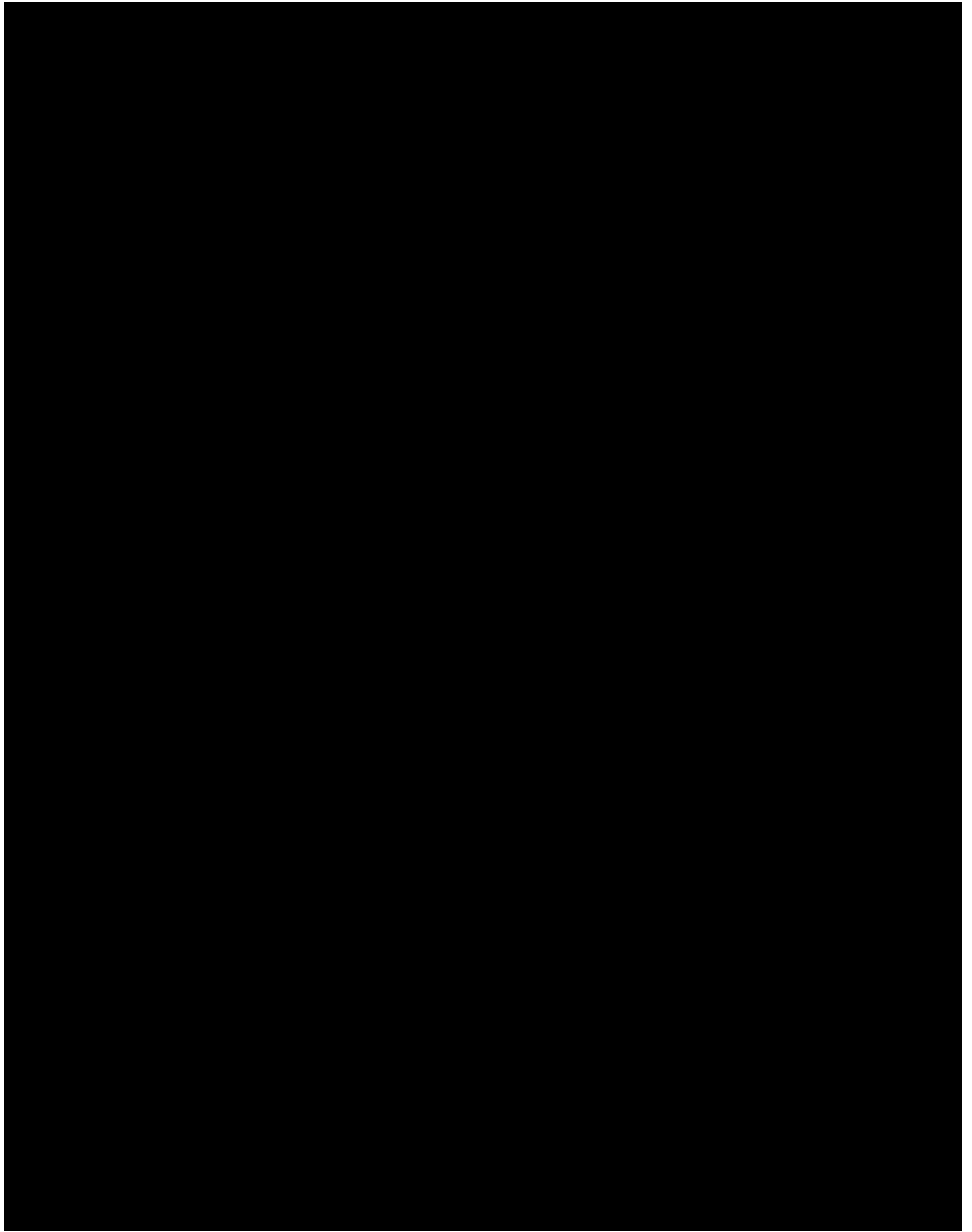
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## **Schedule 1 Specification of the Supply Documents**



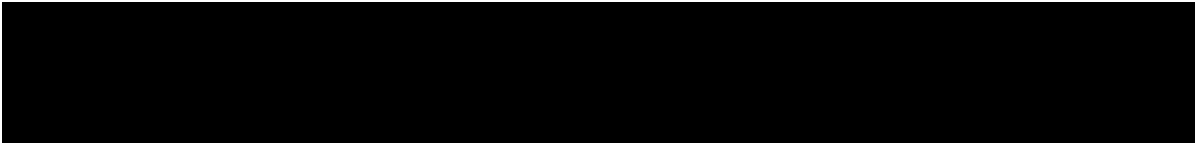
**Schedule 2 List of Equipment**





B) Template of Notification and Acknowledgment of Security Assignment (Manufacturer 2)

To:



Reference is made to the supply documentation between yourselves and České dráhy, a.s, Nábřeží Ludvíka Svobody 1222/12, 110 15 Prague 1, Czech Republic (**Assignor**) for the supply of



(**Supply Documents**).

We hereby notify you that we as Assignor have assigned all our rights under the Supply Documents (other than any penalties payable by the Manufacturer pursuant to the Supply Documents) but including in respect of any advance payment our rights under any guarantee provided under the Supply Documents, to Eurofima European Company for the Financing of Railroad Rolling Stock, Meret Oppenheim Platz 1C, CH 4053 Basel, Switzerland (**Assignee**) under an Assignment and Mandate Agreement (EFI No. 20211) dated 21 June 2024, as subsequently amended (**Assignment**) in respect of each part of the equipment (including any part, appliance, component, instrument, appurtenance, accessory incorporated or installed or attached thereto) as listed in Schedule 2 to this Notification and Acknowledgment to be manufactured, sold and delivered by Manufacturer under the Supply Documents (each an **Item of Equipment** and all such Items of Equipment the **Equipment**).

Assignee and Assignor further notify you that Assignee has appointed Assignor as its agent for the exercise of all its rights vis-à-vis the Manufacturer under or in connection with the Supply Documents as assigned to Assignee under the Assignment.

Notwithstanding the assignment Assignor shall remain solely obligated and liable to Manufacturer in respect of all its obligations as buyer under the Supply Documents and will take care of all duties as buyer, including without limitation the obligation to inspect, take delivery and accept each Item of Equipment from and to make payment of the contract price therefor.

It is agreed among the parties to this Notification and Acknowledgment that nothing herein shall be construed as imposing any obligation, liability or cost upon the Manufacturer that Manufacturer would not otherwise have under the Supply Documents or modify any right of Manufacturer under the Supply Documents.

Manufacturer may fully rely on all actions taken by Assignor under or in respect of the Supply Documents as having been taken with the consent of and binding effect for Assignee for purposes of all rights assigned to Assignee under the Assignment unless Assignee shall have notified Manufacturer in writing that the mandate to Assignor has been terminated.

Notwithstanding the Assignment and unless otherwise notified in writing by Assignee and Assignor to Manufacturer prior to the final acceptance of a particular Item of Equipment pursuant to the Supply Documents, the Assignment shall be released concurrently with the transfer of title to each Item of Equipment and such transfer of title shall be made to the Assignor.

The Assignment is to provide security to Assignee for the financing of the Equipment prior to its delivery and transfer of title thereto to Assignor by Assignee for the benefit of Assignor. In consideration of Assignee facilitating the financing of the Equipment, Manufacturer by signing this Notification and Acknowledgment acknowledges due notification of the Assignment to it in accordance with the terms hereof and consents to such assignment and the assignment being governed by Swiss law, all as notified hereunder or from time to time in writing by Assignor and Assignee, and declares for the benefit of each other party hereto to be a party to, and bound by the terms and conditions of this Notification and Acknowledgment.

Manufacturer furthermore undertakes to notify Assignee of any breach by Assignor of its obligations under the Supply Documents prior to its exercising any remedy and to allow Assignee to remedy any such breach, and should the Assignee have to enforce its rights against Assignor under the Assignment and be willing to substitute itself or a third party for Assignor as buyer under the Supply Documents, Manufacturer agrees to consider such request by Assignee and not to unreasonably withhold its consent to such substitution.

**The parties agree that this Notification and Acknowledgment shall be governed by Swiss law without regard to the principles of conflicts of laws thereof and to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 and that the ordinary courts of the Canton of Basle-City, Switzerland shall have exclusive jurisdiction in respect of any dispute arising under or in connection with this Notification and Acknowledgment.**

*[Signature Pages follow]*

**České dráhy, a.s.**

---

Name:

Title:

---

Name:

Title:

**Eurofima European Company for the Financing of Railroad Rolling Stock**

---

Name: Aurélia Gerber

Title: Head of Capital Markets,  
Treasury & Asset Management

---

Name: Dirk Dombrowski

Title: Head of Middle Office

**Manufacturer**

(as Seller under the Supply Documents)

[REDACTED]

---

Name:

Title:

---

Name:

Title:

**Manufacturer**

(as Seller under the Supply Documents)

[REDACTED]

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Name:

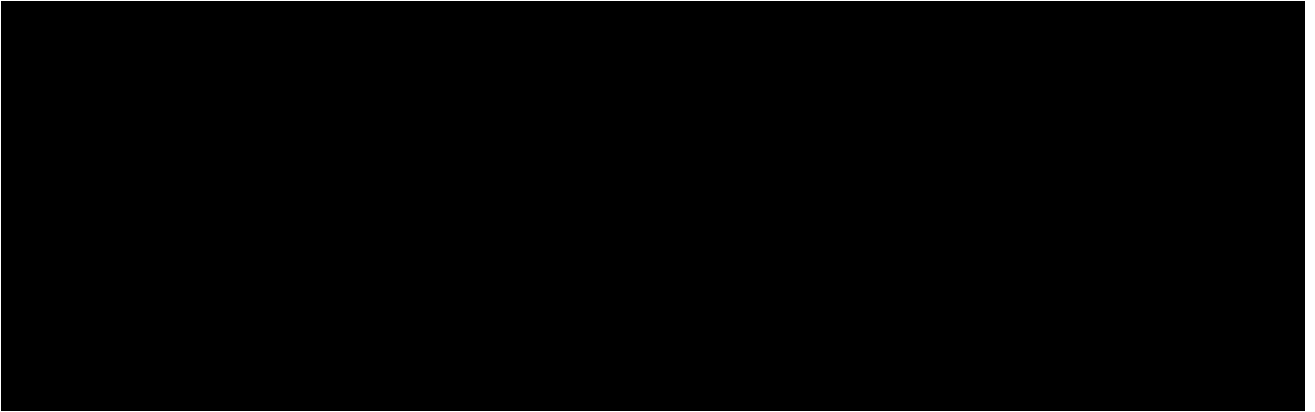
Title:

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Name:

Title:

## **Schedule 1 Specification of the Supply Documents**



## Schedule 2 List of Equipment

