

30 June 2010

ISTRABENZ, holdinška družba, d.d.

AS SELLER

ATLANTIC NALOŽBE d.o.o.

AS BUYER

and

ATLANTIC GRUPA d.d.

AS GUARANTOR

SALE AND TRANSFER DEED

DROGA KOLINSKA D.D.

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SALE AND TRANSFER DEED

This sale and transfer deed (this "Agreement") is made and entered into as of the 30th day of June 2010 among:

1. **ISTRABENZ, holdinška družba, d.d.**, a Slovenian joint-stock company whose registered office is at Cesta Zore Perello-Godina 2, 6000 Koper, Slovenia (the "Seller");
2. **ATLANTIC NALOŽBE, d.o.o.**, a limited liability company incorporated in Slovenia whose registered office is at Koprška 98, 1000 Ljubljana, Slovenia (the "Buyer"); and
3. **ATLANTIC GRUPA d.d.**, a joint stock company incorporated in Croatia whose registered office is at Miramarska 23, 10000, Zagreb, Croatia (the "Guarantor", and together with the Seller and the Buyer, the "Parties").

RECITALS:

- (A) The Seller holds 13,083,492 ordinary registered shares representing 88.95% of the issued shares (the "Seller's Shares") of Droga Kolinska, Živilska industrija, d.d., a joint-stock company incorporated in Slovenia and whose registered office is at Kolinska ulica 1, 1544 Ljubljana, Slovenia, further details of which are set out at Part 1 of SCHEDULE 1 ("DK").
- (B) DK and the DK Subsidiaries (as hereinafter defined) are in the business of manufacturing and distributing high quality food and beverage products in Slovenia, Croatia, Serbia, Bosnia and Herzegovina, Macedonia and Montenegro and baby food products in Russia and Ukraine.
- (C) In furtherance of this Agreement, the Seller has, on or about the date of this Agreement, entered into conditional share purchase agreements (each an "Additional Share Purchase Agreement") to acquire: (i) from NCA Investment Group d.o.o., 735,447 ordinary registered shares of DK representing 5% of the issued shares of DK, (ii) from Factor Banka d.d., 551,266 ordinary registered shares representing 3.75% of the issued shares of DK and (iii) from Probanka d.d., 338,734 ordinary registered shares representing 2.30% of the issued shares of DK.
- (D) Subject to the terms and conditions of this Agreement, the Buyer desires to purchase and the Seller desires to sell 14,708,939 ordinary, registered shares, ISIN SI0031113374, representing 100% of the issued shares of DK (the "Sale Shares"). In consideration for the Seller entering into this Agreement with the Buyer, the Guarantor agrees to provide a guarantee in favour of the Seller, guaranteeing the Buyer's obligations pursuant to this Agreement.
- (D) In furtherance of this Agreement, each of the Seller, the Buyer and the Escrow Agent have entered into the Escrow Agreement (as hereinafter defined).

Now, therefore, it is agreed as follows:

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CLAUSE 1 DEFINITIONS AND INTERPRETATION

1.1 *Definitions* Certain capitalised and other terms used in this Agreement are defined in SCHEDULE 2 and are used herein with the meanings given thereto in SCHEDULE 2.

1.2 *Rules of Construction*

(a) Unless the context otherwise requires, as used in this Agreement:

- (i) a “*subsidiary*” of a person shall be construed as a reference to any person:
 - (x) which is controlled, directly or indirectly, by the first-mentioned person; and/or
 - (y) more than half the issued share capital of which is beneficially owned by the first-mentioned person; or
 - (z) which is a subsidiary of another subsidiary of the first-mentioned person;

and, for these purposes (and for purposes of the definition of “Affiliate” hereunder), a person shall be treated as being controlled by another if that other person is able to control alone or pursuant to an agreement with other shareholders, a majority of the voting rights in such person or direct its affairs and/or control the composition of a majority of its board of directors or equivalent body;

- (ii) a “*person*” includes a reference to an individual or a body corporate, association or partnership, as well as to that person's successors;
- (iii) “*including*” means “including, without limitation”;
- (iv) words in the singular include the plural;
- (v) words in the plural include the singular;
- (vi) words applicable to one gender shall be construed to apply to each gender;
- (vii) the terms “*hereof*”, “*herein*”, “*hereby*”, “*hereto*” and derivative or similar words refer to this entire Agreement, including the Schedules hereto;
- (viii) the terms “*Clause*” and “*Schedule*” shall refer to the specified Clause or Schedule of or to this Agreement and references to paragraphs shall refer to the relevant Paragraph of a specified Schedule;
- (ix) any reference to “*writing*” or “*written*” means any method of reproducing words in a legible and non-transitory form (excluding email);

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- (x) a reference to a "law" is a reference to any statute, law, regulation, ordinance, rule, decree, directive, binding guideline, binding policy, other similar form of decision of, determination by or any interpretation or administration of any of the foregoing by, any Governmental Authority;
 - (xi) references to any law include a reference to that law as amended, consolidated or replaced from time to time (whether before or after the Signing Date) and include any subordinate legislation made under the relevant law;
 - (xii) references to any English legal term for any action, remedy, method of financial proceedings, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include what most nearly approximates in that jurisdiction to the English legal term;
 - (xiii) the expressions "*ordinary course of business*" or "*business in the ordinary course*" mean the ordinary and usual course of business of the relevant Group Company, consistent (including nature and scope) with the prior practice of such Group Company and/or as contemplated by the Business Plan;
 - (xiv) "€", "EUR" or "Euro" is a reference to Euros, the single currency of each member state of the European Union which has adopted the Euro as its lawful currency, created on 1 January 1999 in accordance with the provisions of the Treaty on European Union signed at Maastricht on 7 February 1992;
 - (xv) references to "*contract*" and "*agreement*" include any arrangement, obligation, understanding or commitment; and
 - (xvi) references to "*shares*" in a person include a reference to the shares, membership interests or other equity interests in such person and references to "*shareholders*" shall be construed accordingly.
- (b) Any agreement or other document shall be construed as a reference to that agreement or document as the same may have been, or may from time to time be, amended or supplemented.
 - (c) The table of contents and titles and headings to Clauses and Paragraphs are inserted for convenience of reference only, and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
 - (d) The Schedules attached to this Agreement are incorporated herein by reference and are a part hereof for all purposes.

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1.3 *Governing Language*

The governing language of this Agreement shall be the English language. Except as otherwise required by applicable law, all notices and correspondence required under this Agreement shall be in the English language.

CLAUSE 2 SALE AND PURCHASE OF THE SALE SHARES

2.1 *Sale and Purchase*

- (a) On the Completion Date, on the terms and subject to the conditions of this Agreement, the Seller hereby agrees to sell and transfer the Sale Shares to the Buyer, and the Buyer hereby agrees to purchase and to accept the transfer from the Seller of the Sale Shares, with all rights (including without limitation, voting and dividend rights) attaching to them as of the Completion Date.
- (b) the Seller confirms that, on Completion, it will have the right to transfer legal and beneficial title to the Sale Shares.
- (c) the Seller confirms that the Sale Shares shall be sold and purchased free from all Encumbrances.
- (d) The Buyer shall be entitled to receive all dividends and distributions declared and/or paid on or after the Completion Date by DK in respect of the Sale Shares.

CLAUSE 3 CONSIDERATION

3.1 *Purchase Price*

The consideration for the sale and purchase of the Sale Shares (the "**Purchase Price**") shall be the payment by the Buyer to the Seller of an amount equal to:

- (a) the sum of € 382,100,000 (three hundred and eighty two million and one hundred thousand Euros),

minus

- (b) an amount equal to the Reference Date Net Financial Debt of the Group,

plus

- (c) an amount equal to the Reference Date Net Working Capital Differential of the Group.

3.2 *Monthly Schedules*

- (a) During the Interim Period, as soon as practicable but no later than 17 calendar days following each Monthly Accounts Date, the Seller shall deliver to the Buyer (i) a monthly schedule (each, a "**Monthly Schedule**"), substantially in the form of

SCHEDULE 8 and which has been prepared based on the associated Management Accounts and reviewed by the Independent Accountant, containing calculations of the Net Financial Debt and the Net Working Capital Differential of the Group as at such Monthly Accounts Date, and (ii) the Management Accounts and Management Report as at such Monthly Accounts Date. On the Signing Date the Seller shall deliver to the Buyer a Monthly Schedule for the month of May. Each Monthly Schedule, each set of Management Accounts and the information reflected in each Management Report shall be denominated in Euro and (except as required by the definitions of Net Financial Debt and Net Working Capital and for the absence of notes thereto) shall be prepared on a basis consistent with IFRS and the Accounts.

- (b) The Parties agree that each draft Monthly Schedule shall be reviewed by the Independent Accountant and the Independent Reviewer prior to delivery in accordance with Clause 3.2(a), however the Parties acknowledge that the Independent Accountant shall have the primary role in and sole responsibility for the review of each Monthly Schedule. For the avoidance of doubt, the Independent Reviewer shall have a right to observe, consult with the Independent Accountant, review the Independent Accountant's work papers supporting its review, have the same level of access to management as the Independent Accountant in its review and verify the information contained in each Monthly Schedule (and the Seller shall instruct the Independent Accountant to cooperate with such review by the Independent Reviewer).
- (c) The Monthly Schedule as of the Reference Date (the "**Reference Date Monthly Schedule**") shall be used in determining the Reference Date Net Financial Debt and the Reference Date Net Working Capital for the purpose of calculating the Purchase Price pursuant to Clause 3.1. In the event the Independent Accountant and the Independent Reviewer disagree (both acting reasonably and having provided to one another justified reasons in writing for their respective positions) with respect to one or more amounts indicated on the Reference Date Monthly Schedule (a "**Review Dispute**"), and such Review Dispute remains unresolved on the date of delivery in accordance with Clause 3.2(a), then the Review Dispute shall be referred to the chief executive officer of the Buyer on behalf of the Buyer, and the president of the management board of the Seller on behalf of the Seller, who shall attempt to resolve the Review Dispute within five Business Days of the referral. Any Review Dispute which remains unresolved after this period shall be immediately referred by the Independent Accountant and the Independent Reviewer to Ernst & Young who shall be referred to as the "**Independent Assessor**". The Independent Assessor shall review the items the subject of the Review Dispute and pass a final and binding decision with respect to the Review Dispute within five Business Days of being appointed as the Independent Assessor in accordance with this Clause 3.2(c) (the "**Assessment Period**"). In the event the Conditions are fulfilled or waived by the Party entitled to do so prior to the final determination of the Reference Date Monthly Schedule by the Independent Assessor in accordance with this Clause 3.2(c) as a result of which the Completion Date falls within the Assessment Period, the Parties agree that

Completion shall be postponed to a date which is one Business Day after the date on which the Independent Assessor passes its final and binding decision with respect to the Review Dispute.

3.3 *Payment and Transfer of Purchase Price*

The Buyer shall pay the Purchase Price on the Completion Date as follows:

- (a) the Purchase Price *minus* the Insurance Premium and *minus* the Signing and Commitment Fee directly to the Seller, to be paid in cash by way of irrevocable bank transfer of immediately available funds from the Buyer's Transaction Account to the Seller's Designated Accounts; and
- (b) an amount equal to the Insurance Premium to Marsh on behalf of relevant insurers.

3.4 *No Leakage Undertaking*

- (a) Other than any Permitted Leakage, the Seller covenants (for itself and as trustee for and on behalf of its Affiliates, including the Group Companies) to the Buyer that, from the Signing Date to Completion, neither the Seller nor any of its Affiliates will receive, or agree to receive from any Group Company, and no Group Company will pay, enter into or make, or agree to pay, enter into or make, any Leakage or Benefit.
- (b) Other than any Permitted Leakage, from the Signing Date, no Group Company will pay, nor become obliged to pay any third party costs for the benefit of the Seller or its Affiliates relating to the transaction contemplated by this Agreement.
- (c) In the event of a breach of any of the undertakings set out in this Clause 3.4, the Seller shall reimburse the Buyer on demand, no later than three Business Days from receipt by the Seller of such demand from the Buyer, on a Euro for Euro basis, in respect of any liabilities, losses, damages, costs and expenses (including reasonable legal expenses) arising out of such breach.

3.5 *Interest*

Any payment due under this Clause 3 that is not paid on or before the due date for payment thereof shall bear interest from the due date thereof to the date of payment at the Specified Rate plus 3%.

3.6 *Signing and Commitment Fee*

- (a) On the Signing Date, the Buyer shall transfer or procure the transfer of an amount equal to the Signing and Commitment Fee into the Escrow Account by way of irrevocable bank transfer of immediately available funds. The Parties agree that the Signing and Commitment Fee shall remain deposited in the Escrow Account

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during the Interim Period and shall be released in accordance with Clause 3.6(b) on or before the Termination Date.

- (b) The Parties agree that the Signing and Commitment Fee shall be held in the Escrow Account in accordance with the Escrow Agreement and shall be released from the Escrow Account on the date and in the manner as set out below:
- (i) In the event that Completion occurs on or before the Termination Date, the Signing and Commitment Fee shall be transferred from the Escrow Account into the Seller's Designated Account on the Completion Date and shall represent part of the Purchase Price.
 - (ii) In the event that Completion does not occur by the Termination Date for any reason other than due to a Seller Failure (as hereinafter defined) and the Slovenian Competition Condition has been fulfilled, the Signing and Commitment Fee shall be transferred from the Escrow Account into the Seller's Designated Account within three days of the Termination Date, upon a unilateral notice from the Seller to the Escrow Agent in accordance with the Escrow Agreement.
 - (iii) In the event that Completion does not occur by the Termination Date, due to the Buyer not being able to procure the satisfaction of the Slovenian Competition Condition on or before the Termination Date, then within three days of the Termination Date:
 - (A) 25% of the Signing and Commitment Fee shall be transferred from the Escrow Account to the Seller's Designated Account; and
 - (B) 75% of the Signing and Commitment Fee shall be transferred from the Escrow Account into the Buyer's Transaction Account.
 - (iv) In the event that the shareholders of the Seller do not approve this Agreement following the Seller's compliance with Clause 10.2(b), the Signing and Commitment Fee shall be transferred from the Escrow Account to the Buyer's Transaction Account in accordance with the Escrow Agreement.
 - (v) In the event that Completion does not occur by the Termination Date due to a Seller Failure, the Signing and Commitment Fee shall be transferred from the Escrow Account to the Buyer's Transaction Account within three days of the Termination Date, upon a joint notice in accordance with the Escrow Agreement.

For the purposes of this Clause 3.6, "Seller Failure" shall mean any of the following: (i) the Seller has failed to remedy the matter or default (where capable of remedy) within the Cure Period, following receipt of notice of termination

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from the Buyer pursuant to Clause 8.4(a); or (ii) the Seller has, at Completion, either failed to or is unable to demonstrate that it is able to complete those actions, which the Seller must complete pursuant to SCHEDULE 6, provided that the Buyer has either completed or can demonstrate that it is able to complete those actions that the Buyer must complete pursuant to and in the order, as set out in SCHEDULE 6.

CLAUSE 4 CONDITIONS PRECEDENT TO OBLIGATIONS TO COMPLETE

4.1 Conditions Precedent to Obligation of Each Party

The obligation of each Party to consummate the transactions to be performed by it in connection with Completion is subject to the satisfaction of the following conditions:

- (a) there shall not be any injunction, judgment, order, decree or ruling of any Governmental Authority or arbitral tribunal in effect preventing consummation of the transactions contemplated by this Agreement in the manner contemplated by this Agreement;
- (b) the Buyer shall have received the Permits from the competition authorities listed in SCHEDULE 7;
- (c) the general meeting of the shareholders of the Seller shall have adopted a resolution approving the executed Agreement;
- (d) each of the Additional Share Purchase Agreements shall be duly executed by, and enforceable against, each of the respective parties thereto; and
- (e) each of the Seller, the Buyer and the Escrow Agent shall have entered into the Escrow Agreement.

The Parties may waive any condition specified in this Clause 4.1 if they execute a joint written waiver thereof at or prior to Completion, save that the Buyer shall be entitled, as from 1 November 2010, to unilaterally waive the Condition in Clause 4.1(b).

4.2 Conditions Precedent to Obligation of the Seller

The obligation of the Seller to consummate the transactions to be performed by it in connection with Completion is subject to satisfaction of the following conditions:

- (a) each of the warranties set forth in SCHEDULE 4 shall be true and correct in all material respects at and as of the Completion Date, unless such warranty speaks as of a different date, in which case such warranty shall have been true and correct in all material respects at and as of such different date; and
- (b) the Buyer shall have performed and complied in all material respects with all of its covenants and agreements under this Agreement up to and including Completion.

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The Seller may waive any condition precedent specified in this Clause 4.2 if it executes a written waiver thereof at or prior to Completion.

4.3 *Conditions Precedent to Obligation of the Buyer*

The obligation of the Buyer to consummate the transactions to be performed by it in connection with Completion is subject to satisfaction of the following conditions:

- (a) subject to Clause 8.4, each of the Warranties (in each case as qualified by the Disclosure Letter) shall be true and correct in all material respects at and as of the Completion Date (unless such Warranty speaks as of a different date, in which case such Warranty shall have been true and correct in all material respects at and as of such different date); and
- (b) the Seller shall have performed and complied in all material respects with all of its covenants and agreements under this Agreement up to and including Completion.

The Buyer may waive any condition specified in this Clause 4.3 if it executes a written waiver thereof at or prior to Completion.

CLAUSE 5 COMPLETION

5.1 *Completion*

- (a) Subject to the fulfillment or waiver of the Conditions, the consummation of the transactions contemplated by this Agreement (the "**Completion**") will take place on the Completion Date at the offices of Nova Ljubljanska banka d.d., Trg republike 2, 1000 Ljubljana, Slovenia, or such other location in Slovenia as may be agreed by the Parties. The "**Completion Date**" shall be (i) the 15th Business Day following the date on which all of the conditions precedent to Completion set forth in Clause 4.1 have been satisfied or waived, save that with respect to Completion based on the Reference Date Monthly Schedule for month ending 31 October 2010 the Completion Date shall be the fourth Business Day following the date on which such Reference Date Monthly Schedule is delivered pursuant to Clause 3.2(a) or (iii) such other date as the Seller and the Buyer may agree in writing.
- (b) Each Party shall provide prompt written notice to the other Party of the fulfillment and/or waiver (as permitted under this Agreement) of all of the conditions in Clause 4 to be fulfilled by it.

5.2 *Actions at Completion*

At Completion, each of the Seller and the Buyer will undertake those actions designated to be undertaken by them in SCHEDULE 6 (*Completion Arrangements*), in the order set forth in SCHEDULE 6 (*Completion Arrangements*), and the fulfillment of each action set out in SCHEDULE 6 (*Completion Arrangements*) shall be a condition precedent for the fulfillment of each subsequent action set out therein.

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5.3 *Interdependency*

The Parties acknowledge that all of the actions intended to occur pursuant to Clause 5.2 are interdependent on the occurrence of all of the other actions intended to occur pursuant to Clause 5.2. Without prejudice to Clauses 5.2 and 5.4, in the event that any action intended to occur pursuant to Clause 5.2 fails to occur and is not waived by the relevant Party, then none of them shall be deemed to have occurred.

5.4 *Failure to Complete*

If any of the provisions of SCHEDULE 6 (*Completion Arrangements*) are not complied with at or prior to the Completion Date by the Seller and/or the Buyer, respectively, then Completion shall take place, and the Completion Date shall be, on the date 10 Business Days thereafter, or earlier if agreed by the Seller and the Buyer in writing. In the event that Completion does not occur within such 10 Business Day period (or such longer period for Completion as the Parties may agree) and the Parties do not agree to an extension of said period, then:

- (a) the Parties may jointly agree in writing to proceed to Completion as far as practicable (without limiting their respective rights under this Agreement); or
- (b) either Party (except the Party whose wilful breach of this Agreement has caused the Completion not to occur) may unilaterally terminate this Agreement, by written notice to the other Party.

5.5 *Discharge*

The receipt by the Seller and Marsh under the Warranty Insurance Policy at Completion of the respective parts of the Purchase Price to be paid by the Buyer under Clauses 3.3(a) and (b) and released by the Escrow Agent pursuant to the Escrow Agreement shall in each case discharge the relevant obligations of the Buyer under Clause 3.1 and the Buyer shall not be concerned with the application of such sums by the Seller.

CLAUSE 6 WARRANTIES OF THE SELLER

6.1 *Warranties*

- (a) The Seller hereby warrants to the Buyer that, as at the date hereof each of the Warranties is true and accurate.
- (b) Immediately before the time of Completion, the Seller shall be deemed to warrant to the Buyer that, as at Completion, on the basis of the facts then existing and subject to the Disclosure Letter:
 - (i) each of the Fundamental Warranties is true and accurate on the Completion Date; and

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- (ii) each of the Operational Warranties is true and accurate in all material respects on the Completion Date.

6.2 *The Seller's Awareness*

Where any of the Warranties are qualified by belief, knowledge, information or awareness of the Seller, the Seller confirms that they have made reasonable enquiries of the Verification Employees.

6.3 *Limitations*

The Warranties are given subject to the provisions of Clause 8.

CLAUSE 7 WARRANTIES OF THE BUYER

7.1 *Warranties of the Buyer*

The Buyer hereby warrants to the Seller that, as at the date hereof, each of the warranties set forth in SCHEDULE 4 is true and accurate. Immediately before the time of Completion, the Buyer shall be deemed to warrant to the Seller that, as at Completion, each of the warranties set forth in SCHEDULE 4 is, on the basis of the facts then existing, true and accurate on the Completion Date.

CLAUSE 8 CERTAIN LIMITATIONS

8.1 *No Other Warranties, Assurances, Covenants or Undertakings*

There are no warranties, assurances, covenants or undertakings (express, implied, statutory or otherwise) by or on behalf of either Party hereto or any of its Affiliates other than those expressly set forth in this Agreement.

8.2 *Disclaimer Regarding Information*

Save as set out in this Agreement, there are no representations or warranties relating to the accuracy, completeness or materiality of any information, data or other materials (written or oral, and including, for the avoidance of doubt, the Information Memorandum) now, heretofore or hereafter furnished to the Buyer or any of its Affiliates, officers, employees, agents, representatives or advisors by or on behalf of the Seller or any of its Affiliates.

8.3 *Certain Limitations*

- (a) Starting from the Completion Date, the Buyer's exclusive remedies for breach of any Operational Warranty shall be to claim under the Warranty Insurance Policy. For avoidance of doubt, starting from the Completion Date, the Buyer shall not make any claims against the Seller for breach of any Operational Warranty.
- (b) Notwithstanding anything to the contrary, the liabilities and obligations of the Seller under this Agreement, including with respect to the Warranties and any

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claim by the Buyer under the Warranties shall be subject to the provisions of SCHEDULE 5.

8.4 *The Buyer's Remedies*

- (a) If, at any time before Completion, the Buyer becomes aware:
- (i) of a fact or circumstance which gives rise to a Relevant Claim;
 - (ii) that there has been breach of Clause 10.3; or
 - (iii) of a breach of the Warranties pursuant to Clause 6.1,

and, in each case, such matter is reasonably likely to have a Material Adverse Effect, the Buyer may by notice to the Seller, served as soon as reasonably practicable after becoming so aware and in any case before the Completion Date, elect to proceed to Completion or to terminate this Agreement.

- (b) If the Buyer elects to terminate this Agreement pursuant to Clause 8.4(a), and the matter or default (where capable of being remedied) is not remedied within 20 Business Days after the date on which such notice is given (the "Cure Period"), this Agreement will terminate and each Party's further rights and obligations (except those under the Continuing Clauses, which shall continue) will cease immediately on termination, but termination will not affect a Party's accrued rights and obligations at the date of termination. If the breach notified under Clause 8.4(a) is remedied within the Cure Period, this Agreement will not terminate and Completion shall take place as set out in this Agreement, provided that if the Completion Date is scheduled to fall within the Cure Period, Completion (if it is to occur) shall be postponed to the fifth Business Date after the expiry of the Cure Period.
- (c) If the Buyer elects to proceed to Completion pursuant to Clause 8.4(a) or the Buyer is aware of a matter of the type referred to in Clause 8.4(a) but does not give any notice, or make any election, pursuant to Clause 8.4(a) or if the breach is remedied pursuant to Clause 8.4(b), the Buyer shall not be entitled to claim damages or exercise any other right, power or remedy under this Agreement or as otherwise provided by law in respect of the matter giving rise to the notice or election, other than any such rights in respect of fraud.
- (d) The Buyer shall not be entitled to rescind this Agreement or treat this Agreement as terminated after Completion but shall only be entitled to claim damages in respect of any matter and, accordingly, the Buyer waives all and any rights of rescission it may have in respect of any matter (howsoever arising or deemed to arise), other than the circumstances set out in Paragraph 21 of SCHEDULE 5 and other than any such rights in respect of fraud.

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8.5 *Recoveries*

To the maximum extent permitted by law, each payment (if any) made to or for the benefit of the Buyer or DK (i) by the Seller in respect of a Relevant Claim or breach of this Agreement and (ii) in respect of the Warranty Insurance Policy, shall be deemed to be a reduction of the Purchase Price.

CLAUSE 9 COVENANTS OF THE PARTIES

9.1 *Further Actions*

- (a) Each Party shall use its reasonable endeavours to take, or cause to be taken, all such actions and do, or cause to be done, all things necessary, proper or advisable (including action to cause the satisfaction of the Conditions as reasonably practicable) as may be necessary or appropriate in order to effectuate the transactions contemplated by this Agreement.
- (b) If, at any time, either Party becomes aware of a fact or circumstance that might prevent a Condition being satisfied, it shall inform the other Party of the matter as soon as reasonably practicable.

9.2 *Press Releases*

Neither Party will (and will procure that its Affiliates do not) issue or cause the publication of any press release or other public announcement with respect to this Agreement or the transactions contemplated hereby without the prior consent of the other Party, which consent will not be unreasonably withheld; *provided, however*, that nothing herein will prohibit either Party (or its Affiliates) from issuing or causing publication of any such press release or public announcement to the extent such Party determines (acting reasonably) such action to be required by law or the rules of any national stock exchange, competition authority or securities commission applicable to it or its Affiliates, in which event the Party making such determination will use reasonable endeavours to allow the other Party reasonable time to comment on such press release or public announcement in advance of its issuance. The Buyer and the Seller shall cooperate reasonably to prepare mutually acceptable press releases to be issued upon the execution of this Agreement and upon Completion.

9.3 *Injunctions*

If any Governmental Authority having jurisdiction over either Party or any Group Company issues or otherwise promulgates any injunction, decree or similar order prior to Completion which prohibits or materially hinders or impairs the consummation of the transactions contemplated hereby, each Party will use all of its reasonable endeavours to have such injunction, decree or similar order lifted, dissolved or otherwise eliminated as promptly as possible and, prior to (and to the extent necessary, after) Completion, to pursue the underlying litigation diligently and in good faith.

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9.4 *Directors, Officers and Employees*

Each Party agrees that, absent fraud, it shall not make any claims or demands against any current or past director, officer, employee or financial adviser of the other Party or of a Group Company (or an Affiliate of the Buyer) in connection with the transactions contemplated by this Agreement, including any claims or demands in connection with:

- (a) any actions or omissions occurring prior to or at the Completion (and whether asserted or claimed prior to, at or after the Completion) that are, in whole or in part, based on or arise out of the fact that such person is or was a director, officer, employee or financial adviser of a Group Company at any time prior to the Completion; or
- (b) any inaccuracy or omission under this Agreement or the Disclosure Letter or in connection with the transactions contemplated by this Agreement.

9.5 *Insurance*

- (a) If at any time prior to Completion there is a Loss of any kind whatsoever that is suffered by any Group Company, that would give rise to a claim against the Seller under this Agreement, and that is or is reasonably likely to be covered under the terms of such Group Company's insurance, then:
 - (i) the Seller shall use its reasonable endeavours prior to Completion to cause such Group Company to file a claim against the relevant insurance providers and to pursue and enforce such claim;
 - (ii) the Buyer shall use its reasonable endeavours on and after Completion to cause such Group Company to file a claim against the relevant insurance providers and to pursue and enforce such claim; and
 - (iii) if at any time after Completion such Group Company receives a payment in respect of such insurance claim, then the Buyer shall pay to the Seller the amount so recovered by such Group Company (net of the reasonable and documented out-of-pocket expenses of recovery) to the extent that the underlying casualty event or other Loss was previously recovered by the Buyer against the Seller, such payment to be made to the Seller within 30 days after receipt of the insurance payment by the relevant Group Company.
- (b) If at any time on or after Completion there is a Loss of any kind whatsoever that is suffered by any Group Company, that would give rise to a claim against the Seller under this Agreement and that is or is reasonably likely to be covered under the terms of such Group Company's insurance, then the Buyer shall cause such Group Company to file a claim against the relevant insurance providers and to pursue and enforce such claim to the extent that it is reasonable to do so.

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9.6 Confidentiality

The terms and conditions of this Agreement (including the Schedules hereto and the Disclosure Letter) shall be considered confidential. Each Party agrees that it shall, and that it shall procure that its Affiliates, employees, officers and directors shall, keep and maintain all such terms and conditions in strict confidence; provided that such terms and conditions may be disclosed:

- (a) to such contractors, consultants, employees, attorneys, bank officials, bankers and their advisors, accountants and other persons where disclosure of such confidential information and data is necessary for such persons' work, including in connection with the resolution of any dispute between the Buyer and the Seller, provided such Party procure that such contractors, consultants, employees, attorneys and other persons maintain confidentiality as required pursuant to this Clause 9.6;
- (b) to the extent required in order to comply with any applicable laws or pursuant to any legal proceedings or because of any order of any court;
- (c) to an Affiliate, provided such Party procure that such Affiliate maintains confidentiality as required pursuant to this Clause 9.6;
- (d) to the extent such information or data must be disclosed pursuant to any rules or requirements of any Governmental Authority or stock exchange;
- (e) to the parties to the Additional Share Purchase Agreements and their advisors to the extent necessary; and
- (f) where any data or information has become, through no fault of the disclosing Party or its Affiliates, part of the public domain.

CLAUSE 10 COVENANTS OF THE SELLER

10.1 Information

During the Interim Period, the Seller shall notify the Buyer of anything of which the Seller becomes aware that constitutes an unexpected emergency or that constitutes any other material change in the ordinary course of business of any Group Company and of any material complaints, investigations, hearings, adjudicatory or arbitral proceedings (including submissions thereto) of any Governmental Authority or arbitral tribunal (including any written communications from any Governmental Authority or arbitral tribunal that the same may be contemplated) involving the properties or other assets of any Group Company, and keep the Buyer reasonably informed of such events and, at the request of the Buyer, permit the Buyer's representatives reasonable access to all materials prepared in connection therewith. The Buyer agrees to hold all information it receives from the Seller with respect to the Group and to cause its representatives who receive any such information to hold such information as "Confidential Information" under the Confidentiality Agreement until Completion occurs, it will not use any of such

information at any time prior to Completion except in connection with this Agreement, and, if this Agreement is terminated for any reason whatsoever, it will return to the Seller all copies of such information that are in its possession. Notwithstanding the foregoing provisions of this Clause 10.1, nothing in this Agreement will obligate the Seller, any of the Seller's Affiliates or any Group Company to take actions that would violate the terms of any applicable law or any contract, confidentiality obligation or other undertaking or agreement to which the Seller, any of the Seller's Affiliates or any Group Company is a party or to which the Seller, any of the Seller's Affiliates or any Group Company or any of their respective assets are subject.

During the Interim Period, the Seller shall use its best endeavours to procure that the Group Companies continue to duly manage their respective businesses in the ordinary course by applying the diligence of a prudent and careful manager and protecting and maintaining the value of their respective assets and operations and the Seller will use reasonable endeavours to provide to the Buyer promptly upon request such documents and information regarding the business and assets of the Group as the Buyer may reasonably require from time to time including the Management Accounts and the Management Reports and such information as may be reasonably required by the Buyer in connection with the Buyer's application for and filing of the Permits.

10.2 Consents

(a) The Seller will use its reasonable endeavours to, and will use its reasonable endeavours to cause each Group Company to, obtain any Consents necessary for consummation by the Seller of the transactions contemplated by this Agreement. The Seller shall provide to the Buyer a copy of any such Consents and shall keep the Buyer reasonably informed regarding the status of the procurement of any such Consents.

(b) Shareholder Consent

Without limiting the generality of Clause 10.2(a), the Seller agrees (A) to hold within 60 calendar days after the Signing Date a general meeting of the shareholders of the Seller, (B) to place on the agenda of such general meeting the proposal of a resolution on approval of the executed Agreement, (C) to provide its shareholders with all requisite materials and information under Slovenian law to permit them to duly consider items on the agenda, (D) not to cancel such general meeting for any reason other than circumstances beyond its control which, if such general meeting was held, would result in a breach of the applicable law, and (E) to procure that the president of the management board of the Seller recommends to the shareholders of the Seller to approve this Agreement and the actions contemplated herein.

(c) The Seller will also take and procure that each Group Company take all action reasonably requested by the Buyer (but without the obligation to incur any costs or expenses in connection therewith) to assist the Buyer to obtain any Consents and Permits pursuant to Clause 11.2.

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10.3 Operation of Business

For the purpose of maintaining the value of the Group Companies, from the Signing Date until the Completion Date, except as contemplated by Clause 12, the Business Plans or with the prior written consent of the Buyer (which consent shall not unreasonably be withheld or delayed and shall be deemed to be given if not provided or rejected within 10 days of receipt of a written notice requesting consent):

- (a) the Seller will use its best endeavours to procure that no Group Company shall take any material action outside of the ordinary course of business, or enter into any material transaction outside of the ordinary course of business consistent with past custom and practice;
- (b) the Seller shall not take and will use its best endeavours to procure that each Group Company refrains from taking any action that could reasonably be expected to result in a material breach of any Warranty if such Warranty were to be repeated at Completion; and
- (c) the Seller will use its best endeavours to procure that no Group Company shall:
 - (i) take any material action or enter into any material transaction outside of the ordinary course of business;
 - (ii) amend its constitutional documents except as required by law or for good administrative reasons (such as change of seat or directors);
 - (iii) enter into any merger, consolidation or sale of all or substantially all of its assets with any person which is not a Group Company;
 - (iv) issue, sell or agree to sell any security in the capital of that Group Company;
 - (v) alter or reorganize its outstanding capital stock or equity securities or purchase or redeem any shares of its capital, increase or decrease the share capital;
 - (vi) issue or sell, or redeem or acquire, or agree to issue or sell, or redeem or acquire, any of its capital or other equity interest or any options, warrants or other rights to purchase any such shares or other equity interest or any securities convertible into or exchangeable for such shares or equity interests or purchase, or agree to purchase, any such securities of a third party;
 - (vii) reorganise, dissolve or enter into any plan of liquidation or dissolution or similar proceeding, or ceases to carry on its business operations;
 - (viii) sell, transfer, lease or pledge, or agree to sell, transfer, lease or pledge (whether by a single transaction or a series of related transactions), any

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asset, tangible or intangible having a value of more than €1,000,000 or, over the course of the Interim Period, assets with a value of more than € 3,000,000 in the aggregate;

- (ix) cancel or terminate any material insurance policy, unless such insurance policy is replaced by an insurance policy of similar scope and substance;
- (x) provide any credits, lend amounts or issue credit notes or waive or cancel any receivable or debt owed to it having a face value of more than € 500,000 or, over the course of the Interim Period, provide credits, loans, credit notes and waivers and cancel receivables and debts having a face value of more than € 2,000,000 in the aggregate;
- (xi) incur of new Debts over the course of the Interim Period in an aggregate principal amount in excess of € 5,000,000;
- (xii) over the course of the Interim Period, make aggregate purchases that would qualify as Capital Expenditures in excess of € 3,000,000;
- (xiii) enter into any swap, forward contract, futures contract, option or any other derivative or financial arrangement, other than in the ordinary course of business;
- (xiv) commence or settle any material litigation involving any of the Group Companies other than (i) the Merkur litigation detailed in paragraph 10.7.1 of the Disclosure Letter in respect of which Merkur and DK Trade d.o.o. have in principle agreed that Merkur would satisfy its remaining debt of EUR 220,000 payable to DK Trade d.o.o. by providing packaging services to Soko Nada Stark AD and (ii) the Đajic litigations, each detailed in paragraphs 10.8.1 and 10.8.2 respectively, provided that there is no cash paid out by any Group Company;
- (xv) terminate any Key Manager;
- (xvi) enter into any retirement, profit sharing or share incentive scheme for the benefit of its officers or employees or varies any existing scheme in any material respect; or
- (xvii) change its accounting policies, except as required by law, IFRS or the relevant accounting standards applicable in the country in which it is domiciled.

10.4 Best Endeavours

For the purposes of Clauses 10.1 and 10.3, the obligation of the Seller to use "best endeavours" shall require that, and shall be deemed to be satisfied in full if, (a) the Seller shall procure that, as soon as practicable and in any event within 15 days after the Signing Date, (i) the Supervisory Board of DK passes a resolution instructing the

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management board of DK to act in accordance with Clause 10.3 and (ii) the sole shareholder of each other Group Company passes a resolution instructing the management board or other relevant body of such Group Company to act in accordance with Clause 10.3 and (b) the Supervisory Board of DK and the sole shareholder of other Group Companies do not pass any resolution instructing and the Seller does not take any action to instruct the management board or other relevant body of a Group Company to act in contravention of Clause 10.3, and the Seller shall use its reasonable endeavours to reverse the consequences to the Group of each breach of Clauses 10.1 and 10.3.

10.5 *Notice of Developments*

The Seller shall give prompt written notice to the Buyer of anything that, to the knowledge of the Seller, constitutes a material breach of any of the warranties, covenants or undertakings of the Seller or the Buyer set forth in this Agreement.

10.6 *Observer*

- (a) Subject to Clause 10.6(c), during the Interim Period, (i) the Buyer shall be entitled to have one authorised representative attend any meeting of the supervisory board and the management board (as applicable) of DK and, if requested by the Buyer, of any Group Company (a "**Board Meeting**") as observer only (such authorised representative being referred to as an "**Observer**") and (ii) the Seller agrees to give the Buyer notice of each Board Meeting, and to provide to the Buyer copies of the documents and materials distributed with respect to such Board Meeting to the members of the relevant board, to the Observer at the same manner as to the respective members of the relevant boards.
- (b) The Buyer's initial Observer shall be Srecko Nakic. The Buyer may remove and/or replace its Observer upon written notice to the Seller at any time.
- (c) Notwithstanding Clause 10.6(a) the Seller shall, acting reasonably, be entitled to:
 - (i) exclude or restrict the participation of an Observer from certain Board Meetings or parts thereof. In particular, attendance of an Observer will be excluded in meetings where commercially sensitive information may be disclosed or discussed; or
 - (ii) withhold certain documents (including commercially sensitive information),if it is obliged to do so by contract or applicable law (including any antitrust laws or regulations).
- (d) An Observer, if attending a Board Meeting, may consent in writing to any action pursuant to Clause 10.3 on behalf of the Buyer.

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10.7 *Exclusive Dealing*

During the Interim Period, the Seller shall not take, and shall procure that the Group Companies refrain from taking, any action to, directly or indirectly, encourage, initiate or engage in any discussions or negotiations with, or provide any information to, any person (other than the Buyer and/or its Affiliates) concerning:

- (a) any purchase by such person of the Seller's Shares (or any of them) or any ownership interest in the DK Subsidiaries; or
- (b) any issuance of any new shares by the Group Companies; or
- (c) any merger, demerger or transformation of the Group Companies.

10.8 *Termination of Related Party Agreements*

On or prior to Completion, the Seller shall terminate or cause to be terminated, at no cost to the Group, any and all agreements between any Group Company on one hand and the Seller and/or any of its Affiliates on the other hand, other than any Bona Fide Commercial Contracts.

10.9 *Non-Compete*

To the maximum extent allowed by applicable law and save with respect to any material trade or business activities undertaken by one or more of the Seller and its Affiliates at the Signing Date, the Seller covenants with the Buyer that, for the period of 18 months following the Completion Date, the Seller shall not (and shall procure that none of its Affiliates shall) be engaged within the Restricted Area in a trade or business in which DK is engaged as at Completion.

10.10 *Non-Solicitation*

Each Party shall not, and shall procure that none of its Affiliates shall, for a period of 18 months after the Signing Date, directly or indirectly, solicit or endeavour to entice away, any employee of the other Party (and, in the case of the Seller, any employee of any Group Company); provided, however, that a Party shall not be precluded or otherwise restricted from hiring or employing, or from having employment or hiring discussions with, any such employee (a) who is not then employed by the other Party or an Affiliate of the other Party, (b) who contacts it without any solicitation by it, or (c) who responds to a general solicitation for employment placed by it or its agents in newspapers, trade journals, the internet, through recruiters or by any media; and furthermore that any such general solicitation shall not constitute a breach of this Clause 10.10.

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CLAUSE 11 COVENANTS OF THE BUYER

11.1 *Financing Arrangements*

- (a) The Buyer undertakes that it will not, prior to Completion, amend or exercise any right to vary or cancel any of the terms of any agreement to which it is a party relating to the provision of debt or equity finance to it for the purposes of the transaction contemplated by this Agreement in a manner which might affect its ability to effect Completion prior to the Termination Date, without the prior consent of the Seller.
- (b) Guarantee of Buyer's obligations:
 - (i) The Guarantor irrevocably and unconditionally guarantees to the Seller the due and punctual performance of each financial obligation of the Buyer contained in this Agreement. The Guarantor shall pay to the Seller from time to time on demand any sum of money which the Buyer is at any time liable to pay to the Seller under or pursuant to this Agreement and which has not been paid at the time the demand is made. The Guarantor's obligations under this Clause 11.1(b) are primary obligations and not those of a mere surety.
 - (ii) The Guarantor's obligations under this Clause 11.1(b) are continuing obligations and are not satisfied, discharged or affected by an intermediate payment or settlement of account by, or a change in the constitution or control of, or merger or consolidation with any other person of, or the insolvency of, or bankruptcy, winding up or analogous proceedings relating to, the Buyer.
 - (iii) The Guarantor's liabilities under this Clause 11.1(b) are not affected by an arrangement that the Seller may make with the Buyer or with another person which (but for this Clause 11.1(b)) might operate to diminish or discharge the liability of, or otherwise provide a defence to, a surety.
 - (iv) Without affecting the generality of this Clause 11.1(b), the Seller may, at any time it thinks fit and without reference to the Guarantor and without prejudice to the Guarantor's obligations under this Clause 11.1(b), do any of the following:
 - (A) grant a time for payment or grant another indulgence or agree to an amendment, variation, waiver or release in respect of an obligation of the Buyer to the Seller under this Agreement;
 - (B) give up, deal with, vary, exchange or abstain from perfecting or enforcing other securities or guarantees held by the Seller;

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- (C) discharge a party to other securities or guarantees held by the Seller and realise all or any of those securities or guarantees; and/or
 - (D) compound with, accept compositions from and make other arrangements with the Buyer or a person or persons liable on other securities or guarantees held or to be held by the Seller.
- (v) So long as the Buyer is under an actual or contingent obligation under this Agreement, the Guarantor shall not exercise a right which it may at any time have by reason of the performance of its obligations under this Clause 11.1(b) to be indemnified by the Buyer, to claim a contribution from another surety of the Buyer obligations, or to take the benefit (wholly or partly and by way of subrogation or otherwise) of any of the Buyer's rights under this Agreement or of any other security taken by the Buyer in connection with this Agreement.
- (vi) The Guarantor's liabilities under this Clause 11.1(b) are not affected by the avoidance of an assurance, security or payment or a release, settlement or discharge which is given or made on the faith of an assurance, security or payment, in either case, under an enactment relating to bankruptcy or insolvency.
- (vii) The Guarantor waives any right it may have of first requiring the Seller (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Guarantor under this Clause 11.1(b). This waiver applies irrespective of any law or any provision of this Agreement, or any other agreement entered into pursuant to this Agreement to the contrary.

11.2 Notices and Consents

- (a) Without prejudice to the generality of the Buyer's obligations under Clause 9.1, the Buyer shall, at its sole cost, where to do so would assist the procurement of the satisfaction of the Competition Condition, comply with all requirements of any relevant Governmental Authority or take such other actions to obtain any such Permit in order to complete the transaction contemplated by this Agreement including:
- (i) agreeing to hold separate or dispose of any part of the business of the Group or of the Buyer or any of its Affiliates; and/or
 - (ii) entering into agreements which restrict the manner in which, or whether, any part of the business of the Group or of the Buyer or any of its Affiliates may carry on business in any part of the world.

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- (b) The Buyer shall bear all filing fees and other costs incurred in relation to any filing required to be made in any jurisdiction in connection with the Competition Condition.
- (c) The Buyer shall:
- (i) procure the filing of all necessary submissions to any relevant Governmental Authority as soon as reasonably practicable and in any event within fifteen Business Days of the date of this Agreement;
 - (ii) not enter into (and will procure that none of its Affiliates enters into) any other agreement or arrangement which may delay, impede or prejudice the fulfillment of a Condition;
 - (iii) progress all submissions and filings with respect to the Competition Condition with all diligence and in consultation with the Seller, and accept and action the Seller's reasonable comments and requests in respect thereof;
 - (iv) as soon as reasonably practicable notify, and provide a copy to, the Seller of any material communication (whether written or oral) received from any relevant Governmental Authority;
 - (v) give the Seller reasonable notice of, and the opportunity for it and its advisers to participate in, all meetings and telephone calls with any relevant Governmental Authority; and
 - (vi) provide the Seller and its advisers with drafts of all written communications intended to be sent to any relevant Governmental Authority, give the Seller and its advisers a reasonable opportunity to comment thereon and reflect their comments therein to the extent it is reasonable to do so and provide the Seller and its advisers with final copies of all such communications (save that in relation to all disclosure under this Clause 11.2(c)(vi), business secrets and other confidential material may be redacted so long as the Buyer acts reasonably in identifying such material for redaction).
- (d) Without limiting the generality of Sub-clauses (a) through (d) of this Clause 11.2:
- (i) the Buyer shall use its reasonable endeavours to satisfy the Competition Condition as soon as reasonably possible and shall use its reasonable endeavours to satisfy the Competition Condition by the date which is and in any event within four months after the Signing Date;
 - (ii) in the event that the Competition Condition has not been satisfied by the date which is three months after the Signing Date:

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- (A) the Parties shall meet regularly and in any event at least once per week to discuss the latest developments with respect to the potential satisfaction of the Competition Condition and the strategy to maximise the chances of satisfying the Competition Condition in accordance with Clause 11.2(d)(i); and
- (B) giving due regard to its obligations under Clause 11.2(a), the Buyer will reasonably consider the Seller's suggestions as to potential remedies to be suggested to the relevant Governmental Authorities in order to satisfy the Competition Condition in accordance with Clause 11.2(d)(i).

11.3 Notice of Developments

The Buyer shall give prompt written notice to the Seller of anything that, to the knowledge of the Buyer, constitutes a material breach of any of the warranties, covenants or undertakings of the Buyer or the Seller set forth in this Agreement.

11.4 Confidentiality

The provisions of the Confidentiality Agreement are hereby incorporated herein by reference. The Buyer hereby agrees to be and remain bound by the provisions of the Confidentiality Agreement with respect to all Confidential Information (as defined therein) regarding the Group Companies until Completion occurs.

If in the course of procuring the fulfillment of the Competition Condition under Clause 11.2(c) of this Agreement, the Buyer is requested by a competition authority to provide information relating to the Group, which, if disclosed, would render the Buyer in breach of the confidentiality undertakings, the Seller consents to the Buyer providing such information to the relevant competition authority, subject to a prior written notice from the Buyer to the Seller and the Buyer taking all such steps as may be reasonable and practicable in the circumstances to agree the contents of such disclosure with the Seller before making the disclosure and gain assurances as to confidentiality from the competition authority to whom the information is to be disclosed.

11.5 Retention of Records

From and after Completion, the Buyer shall cause each Group Company to maintain copies of all books and records relating to the business, operations and activities of such Group Company (including all contracts, agreements, ledgers, records of corporate proceedings, Tax records, financial statements, documents of title to tangible property, inventory and sales records, and personnel records) and shall prevent such Group Company from destroying any such books or records for a period of six years after Completion without first allowing the Seller, at the Seller's expense, to make copies of the same. During that period, the Buyer shall, upon the reasonable request of the Seller, cause each Group Company to: (a) grant to the Seller and their representatives reasonable access, cooperation and staff assistance at all reasonable times and upon reasonable notice to all of such books and records relating to the period of time prior to Completion;

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(b) afford the Seller and its representatives the right, at the Seller's expense, to take extracts therefrom and to make copies thereof; and (c) have access to the employees of such Group Company, all to the extent reasonably necessary or appropriate for the preparation of Tax returns or notifications, the handling of Tax audits, disputes and litigation, financial reporting, accounting and other reasonable purposes (including a Dispute hereunder); provided, however, that such requested access, cooperation and assistance shall not unreasonably interfere with the normal operations of such Group Company.

CLAUSE 12 LJUBLJANA PROPERTY

DK shall be entitled to sell and the Seller shall be entitled to procure the sale, during the Interim Period, of the Ljubljana Property, provided that for the purposes of calculating the Net Financial Debt, only the net proceeds exceeding € 8,000,000 (the "Base Price") shall be taken into account and treated as Cash. If the Ljubljana Property has not been disposed of prior to the Completion Date, the Buyer shall as soon as possible following the Completion Date and no later than 10 Business Days after Completion, procure that DK shall grant to the Seller the exclusive right to dispose of the Ljubljana Property on its behalf within 12 months of the Completion Date for an amount exceeding the Base Price and otherwise on standard market terms. Notwithstanding the foregoing, in the event that within such 12 months either Party or DK receives an offer valuing the Ljubljana Property at no less than € 20,000,000, payable in full at closing of such sale, then the Parties shall be obliged to proceed with such offer. In both such cases, the Buyer shall by way of adjustment to the Purchase Price pay to the Seller 50% of the amount by which the purchase price for the Ljubljana Property (net of any and all reasonable and documented costs of sale and applicable taxes) exceeds the Base Price, within ten Business Days of closing of such sale. Without prejudice to the foregoing the Buyer agrees to procure that DK shall grant to the Seller an option to acquire the Ljubljana Property for the Base Price, such option to be exercised no earlier than the date which is 12 months following the Completion Date and no later than the date 13 months following the Completion Date, and in any case, once such option is exercised by the Seller, the transfer of the Ljubljana Property from DK to the Seller shall be effected one month following the exercise of such option by the Seller.

CLAUSE 13 TERMINATION

13.1 Termination

Notwithstanding anything contained in this Agreement to the contrary, the Parties may terminate this Agreement as provided below:

- (a) the Buyer and the Seller may terminate this Agreement by mutual written consent;
- (b) the Buyer may terminate this Agreement by giving written notice to the Seller at any time prior to Completion: (i) pursuant to Clauses 5.4(b) or 8.4; or (ii) if Completion shall not have occurred on or before the Termination Date by reason of the failure of any condition precedent under Clauses 4.1 or 4.3 (unless the

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failure results primarily from the Buyer itself breaching any warranty, covenant or agreement contained in this Agreement); or

- (c) the Seller may terminate this Agreement by giving written notice to the Buyer at any time prior to Completion: (i) in the event that the Buyer has breached any warranty, covenant or agreement contained in this Agreement in any material respect, the Seller has notified the Buyer of the breach, and the breach has continued without cure for a period of 20 Business Days after the notice of breach; or (ii) pursuant to Clause 5.4(b); or (iii) if Completion shall not have occurred on or before the Termination Date by reason of the failure of any condition precedent under Clauses 4.1 or 4.2 (unless the failure results primarily from the Seller itself breaching any Warranty, covenant or agreement contained in this Agreement).

13.2 *Effect of Termination*

If this Agreement is terminated pursuant to Clause 13.1 prior to Completion, then all rights and obligations of the Parties hereunder shall terminate without any liability of either Party to the other Party (except for any liability of either Party then or previously in breach); provided, however, that notwithstanding termination of this Agreement, the Continuing Clauses, the Escrow Agreement and the Confidentiality Agreement shall remain in full force and effect.

CLAUSE 14 MISCELLANEOUS

14.1 *Notices*

All notices and other communications required or permitted hereunder will be in writing to the other Party at the address specified below:

- (a) If the Buyer, to:

Atlantic Nalozbe d.o.o.
Koprska 98, 1000, Ljubljana
Slovenia
Attention: President of the Management Board
Fax number: + 38613603064

- (b) If to the Guarantor:

Atlantic Grupa d.d.
Miramarska 23
10000 Zagreb
Croatia
Attention: President of the Management Board
Fax number: + 38512413901

(c) If to the Seller, to:

Istrabenz, holdinška družba, d.d.

address: Cesta Zore Perello-Godina 2
6000 Koper
Slovenia

Attention: President of the Management Board

Fax number: +386 5 662 1515

With a copy to:

Odvetniška pisarna Jadek & Pensa d.n.o.- o.p.

address: Tavčarjeva 6
1000 Ljubljana
Slovenia

Attention: Srečo Jadek

Fax number: +386 1 234 2532

Either Party may send any notice, request, demand, claim or other communication hereunder to the recipient Party at the address set forth above by mail, personal delivery, expedited or overnight courier, messenger service or telecopy, but no such notice, request, demand, claim or other communication shall be deemed to have been duly given unless and until it actually is received by the recipient Party. Either Party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

14.2 Expenses

Save as regards the costs of the Independent Accountant (which shall be divided equal between the Buyer and the Seller), all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby will be paid by the Party incurring such costs and expenses. In case any expenses directly related to transactions contemplated by this Agreement were borne by DK prior to the Completion Date, the Seller shall reimburse the Buyer an amount equal to such expenses that were borne by DK other than the expenses disclosed in the Disclosure Letter.

14.3 Currency

Each reference in this Agreement to Euros is of the essence and the obligations of the Seller and the Buyer in respect of any amount due under this Agreement shall (unless otherwise indicated or unless pursuant to a judgment rendered in another currency) be discharged in Euros.

14.4 *Assignment, Successors and Assigns*

- (a) Except as expressly provided in Sub-clauses (b) and (c) below, neither of the Parties may assign, transfer, pledge, delegate or otherwise encumber any of its rights or duties hereunder without the prior written consent of the other Party. Any assignment or delegation made in violation of the foregoing provisions shall be void. Subject to the preceding provisions of this Clause 14.4, this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- (b) The Buyer may, on notice to the Seller, assign or transfer all or part of its rights and obligations under this Agreement to an Affiliate without the prior written consent of the Seller provided that the Buyer shall remain jointly and severally liable with the assignee for the fulfillment by the assignee of the duties assigned and if the assignee fails to perform any of its said duties under this Agreement, the Buyer will indemnify the Seller for all and any loss or damage suffered by them as a consequence of the assignee's failure.
- (c) The Buyer may at any time upon written notice to the Seller (such notice to provide reasonable details of the relevant transaction) pledge its rights to claims against the Seller under this Agreement in favour of its lenders.

14.5 *Further Assurances*

Each Party shall, from time to time now or at any time in the future, and at its own cost and expense, do or procure the carrying out of such acts and/or execute or procure the execution of all such documents as may be reasonably necessary for giving full effect to this Agreement.

14.6 *Waiver*

Either Party by written notice to the other Party may: (a) extend the time for performance of any of the obligations or other actions of the other Party under this Agreement; (b) waive any inaccuracies in the warranties of the other Party contained in this Agreement; (c) waive compliance with any of the other Party's conditions precedent contained in this Agreement; or (d) waive performance of any of the obligations of the other Party under this Agreement. Except as provided in the immediately preceding sentence, no action taken pursuant to this Agreement will be deemed to constitute a waiver of compliance with any warranties, conditions or covenants contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

14.7 *Entire Agreement*

This Agreement (including the documents delivered in connection herewith or contemplated hereby) constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they related in any way to the subject matter hereof, except for: (a)

the Confidentiality Agreement; and (b) any other agreement executed by the Parties at Completion.

14.8 Amendments

This Agreement may be amended or supplemented at any time only by a written agreement signed by duly authorized representatives of each of the Parties.

14.9 No Third Party Beneficiaries

This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

14.10 Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

14.11 Execution in Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.

14.12 Severability

In the event that any provision of this Agreement shall be determined to be unenforceable for any reason, every other provision of this Agreement shall remain in full force and effect. Notwithstanding the foregoing, the Parties shall thereupon negotiate in good faith in order to agree to the terms of a mutually satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provisions so found to be unenforceable.

14.13 Arbitration

- (a) If any dispute, controversy or claim arises out of or in connection with this Agreement, or any schedule, certificate or other document delivered hereunder, including any question regarding its existence, validity or termination (a "**Dispute**") the Parties shall use all reasonable endeavours to resolve the matter amicably. If either Party gives the other Party notice that a Dispute has arisen and the Parties are unable to resolve the Dispute within 30 calendar days of service of the notice then the Dispute shall be referred to the chief executive officer of the Buyer on behalf of the Buyer, and the president of the management board of the Seller on behalf of the Seller, who shall attempt to resolve the Dispute. No Party shall resort to arbitration against the other under this Agreement until 30 calendar days after such referral.

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- (b) All Disputes, which are unresolved pursuant to Clause 14.13(a) and which a Party wishes to have resolved, shall be referred upon the application of any Party to and finally settled under the Rules of Arbitration of the International Chamber of Commerce (the "**Rules**") in force at the Signing Date, which Rules are deemed to be incorporated by reference to this Clause 14.13. The number of arbitrators shall be three, appointed in accordance with those Rules. The seat of the arbitration shall be Paris, France. The language of this arbitration shall be English.
- (c) The arbitrators shall have the power to grant any legal or equitable remedy or relief available under law, including injunctive relief, whether interim and/or final, and specific performance, and any measures ordered by the arbitrators may be specifically enforced by any court of competent jurisdiction. Each Party retains the right to seek interim or provisional measures, including injunctive relief and including pre-arbitral attachments or injunctions, from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. For the avoidance of doubt, this Clause 14.13 is not intended to limit the powers of the court exercisable in support of arbitration proceedings pursuant to Section 44 of the Arbitration Act 1996.

14.14 In the event an arbitration pursuant to any of this Agreement or any of the Escrow Agreement or any other document relating to the transactions contemplated under this Agreement is pending (the "**Pending Arbitration**") when a Dispute arises pursuant to either of such other agreements (the "**Subsequent Dispute**"), the Parties agree that the Subsequent Dispute shall be joined into the Pending Arbitration and finally settled by the Arbitral Tribunal appointed for said Pending Arbitration, as follows:

- (a) Any party to the Subsequent Dispute may request joinder of said Dispute into the Pending Arbitration by written application to the arbitral tribunal, with copies to the other parties to the relevant agreements and to the Secretary General. Such request shall include those items described in Articles 4.3(a), (b), (c) and (d) of the 1998 Rules of Arbitration. Parties to both the Pending Arbitration and the Subsequent Dispute shall be given 30 days to comment upon the request for joinder. Within this same period, the other party or parties to the Subsequent Dispute shall also provide to all parties and the Arbitral Tribunal the information called for in Articles 5.1(a), (b) and (c) of the 1998 Rules of Arbitration.
- (b) After considering the request for joinder, and the comments of the other parties on joinder of the Subsequent Dispute, the arbitral tribunal shall decide by a procedural order upon the request for joinder, and may refuse such joinder only if (a) at least one party to the Pending Arbitration opposes the joinder and (b) the arbitral tribunal deems that, in light of all of the issues raised in both arbitrations and the totality of the circumstances, it is clear that the interests of (i) judicial economy, (ii) the prompt and efficient resolution of the issues presented in both arbitrations and (iii) providing justice to the parties would be disserved by such joinder.

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**SCHEDULE 1
THE GROUP**

Part 1:

Details of Droga Kolinska, Živilska industrija, d.d.

Company name	: DROGA KOLINSKA, Živilska industrija, d.d.
Company ID number	: 2114011000
Date and place of incorporation	: 3 May 2005, Ljubljana
Registered address	: Kolinska ulica 1, 1544 Ljubljana
Registered share capital	: € 61,379,314.81
Shareholders	: Istrabenz, holdinška družba, d.d. NCA Investment Group d.o.o. Factor banka d.d. Probanka d.d.
Members of the Management Board	: Slobodan Vučićević Enzo Smrekar
Auditor	: KPMG d.o.o.

Part 2: Details of the DK Subsidiaries

(a) Company name	: Argeta d.o.o.
Company ID number	: 4201049700008
Date and place of incorporation	: 11 July 2005, Municipal Court in Sarajevo
Registered address	: Donji Hadžići 138, Sarajevo, Hadžići
Registered share capital	: KM 22,636,237.00
Shareholders	: DK
Directors	: Brodović Samir, director
Auditor	: KPMG d.o.o. Sarajevo
(b) Company name	: Droga d.o.o.
Company ID number	: 4200248360007

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Date and place of incorporation	: 21 January 1999 Sarajevo
Registered address	: Donji Hadžići 138
Registered share capital	: KM 5,424,511.74 - 100% u novcu
Shareholders	: 100 % DK
Directors	: Samir Brodović
Auditor	: KPMG d.o.o. Sarajevo
(c) Company name	: Droga Kolinska d.o.o.
Company ID number	: 080142300
Date and place of incorporation	: 20 February 1991, Zagreb
Registered address	: Horvatova 82
Registered share capital	: HRK 75,451,000.00
Shareholders	: DK
Directors	: Ivan Cekuš
Auditor	: KPMG Croatia d.o.o.
(d) Company name	: GRAND KAFA d.o.o.
Company ID number	: 17588877
Date and place of incorporation	: 7 October 2004, Beograd
Registered address	: Beograd, Kumodraška 249
Registered share capital	: € 23,726,651.35 in cash € 1,962,598.13 in kind
Shareholders	: DK
Directors	: Bojan Knezevic Djoka Janjusevic, deputy
Auditor	: KPMG d.o.o. Beograd
(e) Company name	: GRAND PROM AD
Company ID number	: 17173006
Date and place of incorporation	: 23.10.1997 Beograd
Registered address	: Beograd, Surčinska 6a
Registered share capital	: € 7,769,135.32 in cash € 77,794,028.99 in kind

Shareholders	: DK
Directors	: Bojan Knezevic Djoka Janjusevic, deputy
Auditor	: KPMG d.o.o. Beograd
(f) Company name	: OOO Droga Kolinska
Company ID number	: 1027739170800
Date and place of incorporation	: 19 February 1996, Moscow
Registered address	: office VIII, 1-st floor, 12-2 Radio Street, Moscow, Russia
Registered share capital	: RUB 65,700 (€ 1,685)
Shareholders	: DK
Directors	: Mr. Emir Hrkovic
Auditor	: OOO "Aktiv Checking"
(g) Company name	: Palanački Kiseljak a.d.
Company ID number	: 07163835
Date and place of incorporation	: 31 December 1999, Smederevska Palanka
Registered address	: Vojske Jugoslavije 2, Smederevska Palanka, Srbija
Registered share capital	: € 3,466,963.00
Shareholders	: Grand Kafa d.o.o. 79,4%
Directors	: Dragan Šimić, General manager Đoka Janjušević, Deputy General Manager
Auditor	: KPMG d.o.o. Beograd
(h) Company name	: Soko Nada Štark a.d.
Company ID number	: 07026447
Date and place of incorporation	: 3 January 1952, Beograd
Registered address	: Kumodraška 249, Beograd
Registered share capital	: € 22,502,115.06
Shareholders	: Grand Kafa d.o.o. 70,63%, Tobess d.o.o.

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- 23,50%
- Directors : Matjaž Vodopivec, General Manager
Doka Janjušević, Deputy General Manager
- Auditor : KPMG d.o.o. Beograd
- (i) **Company name** : **Droga d.o.o.e.l. Skopje (in bankruptcy)**
 Company ID number : 5307546
 Date and place of incorporation : 15 June 1999, Skopje
 Registered address : Skupi 37, Skopje- Karposh
 Registered share capital : € 2,658,180.00
 Shareholders : Droga Kolinska d.d. 100%
 Directors : In bankruptcy, appointed liquidator Gorge Kostov
 Auditor : KPMG Skopje
- (j) **Company name** : **Tobess d.o.o.**
 Company ID number : 20157534
 Date and place of incorporation : 3 June 2006 Beograd
 Registered address : Kumodraška 249, Beograd
 Registered share capital : € 10,000,000.00 monetary
 € 8,358,150.00 in kind
 Shareholders : Grand Kafa d.o.o. 100%
 Directors : Matjaž Vodopivec, General Manager
 Auditor : KPMG d.o.o. Beograd
- (k) **Company name** : **Soko Štark maloprodaja d.o.o.**
 Company ID number : 20316403
 Date and place of incorporation : 6 August 2007, Beograd
 Registered address : Kumodraška 249, Beograd
 Registered share capital : € 500.00
 Shareholders : Soko Štark a.d. 100%

- Directors : Alija Jašarević, General Manager
Auditor : Đoka Janjušević, Deputy General Manager
KPMG d.o.o. Beograd
- (l) **Company name** : **DK Faktor d.o.o.**
Company ID number : 4200606620008
Date and place of incorporation : 18 May 2010, Sarajevo
Registered address : Donji Hadžići 138, Sarajevo, Hadžići
Registered share capital : KM 148,090.00
Shareholders : Droga d.o.o. Sarajevo 96,3%
Directors : Matjaž Vodopivec (entry of the new director Selma Ustalić is in procedure)
Auditor : KPMG d.o.o. Sarajevo
- (m) **Company name** : **Lasago d.o.o.**
Company ID number : 040062712
Date and place of incorporation : 24 January 1997, Buje
Registered address : Buje, Digitronska 33
Registered share capital : HRK 3,562,500.00
Shareholders : Droga Kolinska d.o.o. Zagreb 100%
Directors : Dušan Poberaj
Auditor : KPMG d.o.o. Croatia
- (n) **Company name** : **Kofikom produkt d.o.o.**
Company ID number : 4401908130005
Date and place of incorporation : 22 January, 2004 Bijeljina
Registered address : Glavičice bb, Bijeljina
Registered share capital : KM 1,851,222.00
Shareholders : Grand Prom a.d. 100%
Directors : Milanka Gligić
Auditor : KPMG d.o.o. Sarajevo
- (o) **Company name** : **DK Trade d.o.o.**

Company ID number : 4201097260001
Date and place of incorporation : 2 February, 2006, Sarajevo
Registered address : Ul. Donji Hadžići 138, Sarajevo
Registered share capital : KM 13,143,149.38 in cash
Shareholders : Grand Prom a.d. 100%
Directors : Matjaž Vodopivec (entry of the new director Selma Ustalić and procurator in to the register is in procedure)
Auditor : KPMG d.o.o. Sarajevo

(p) **Company name** : **Kofikom d.o.o.**
Company ID number : 4200877220005
Date and place of incorporation : 16 September 2003, Sarajevo
Registered address : Donji Hadžići, Sarajevo, hadžići
Registered share capital : KM 272,092.70
Shareholders : DK Trade d.o.o. 100%
Directors : Selma Ustalić
Auditor : KPMG d.o.o. Sarajevo

(r) **Company name** : **Unikomerc d.o.o.**
Company ID number : 07032811
Date and place of incorporation : 6 October 1995, Beograd
Registered address : Surčinska 4, Beograd
Registered share capital : € 9,521.13
Shareholders : Grand Prom a.d. 100%
Directors : Bojan Knežević, General Manager
Doka Janjušević, Deputy General Manager
Auditor : KPMG d.o.o. Beograd

(s) **Company name** : **DK Mont d.o.o.**
Company ID number : 5-0445643/001

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- Date and place of incorporation : 8 May 2010, Podgorica
Registered address : Mitra Bakića 112, Podgorica
Registered share capital : € 5,000
Shareholders : Grand Prom a.d. 100%
Directors : Momčilo Zečević, Executive Director
Auditor : KPMG d.o.o.
- (t) **Company name** : **Droga Kolinska d.o.o.e.l.**
Company ID number : 6003443
Date and place of incorporation : 13 May 2005, Skopje
Registered address : Shar Planina street bb, Skopje
Registered share capital : € 4,600,000
Shareholders : Grand Prom a.d. 100%
Directors : Nebojsa Jakimovski
Auditor : KPMG Skopje
- (u) **Company name** : **Droga Livsmedel AB Goteborg (in liquidation)**
Company ID number : 556465-2948
Date and place of incorporation : 23 March 1993, Sweden
Registered address : Vagnmakaregatan 14, 41507 Göteborg
Registered share capital : SEK 200,000
Shareholders : DK
Directors : Niclas Carlsson-liquidator
Auditor : Revisorsringen AB, Distansgatan 2, S-421 37 Västra Frölunda Sweden
- (v) **Company name** : **Slovin Jugokokta d.o.o.e.l. Skopje**
Company ID number : 4052576
Date and place of incorporation : 3 March 2006, Skopje
Registered address : Shar Planina bb, Skopje
Registered share capital : € 905,943
Shareholders : Droga Kolinska d.o.o.e.l. Skopje 100%

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Directors : Nebojsa Jakimoski
Auditor : KPMG Skopje

(z) **Company name** : **Koleks Sarajevo d.o.o. in liquidation**
Company ID number : 1-6542
Date and place of incorporation : 19 July 1991, Mancipal Court Sarajevo
Registered address : Marka Marulića b.b.
Registered share capital : 8,000 dinara
Shareholders : DK
Directors : (Alojz Deželak)
Auditor : -

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SCHEDULE 2 DEFINITIONS

"Accounts" means, collectively, the audited IFRS consolidated financial statements (balance sheet, profit and loss statement and statement of cash flows) for the Group for the accounting reference period ending on the Accounts Date and for the previous accounting reference period, together with, in each case, the auditors' and directors' reports and the notes to the audited financial statements.

"Accounts Date" means 31 December 2009.

"Additional Share Purchase Agreement" has the meaning specified in the Recitals.

"Affiliate" (whether capitalised or not) shall mean when used with respect to a person, any other person:

- (a) that directly or indirectly (through one or more intermediaries) controls, or is controlled by, or is under common control with, such first mentioned person; or
- (b) that beneficially owns, holds or controls more than 50% of the equity interest in the first mentioned person.

"Aggregate Basket Amount" has the meaning specified in Paragraph 12 of SCHEDULE 5.

"Agreement" has the meaning specified in the introduction to this Agreement.

"Assessment Period" has the meaning specified in Clause 3.2(c).

"Base Price" has the meaning specified in Clause CLAUSE 12.

"Benefit" means any fees including directors' fees or monitoring fees.

"Board Meeting" has the meaning specified in Clause 10.6(a).

"Bona Fide Commercial Contract" means a bona fide commercial contract for the supply of food and/or beverages by a Group Company to a subsidiary of the Seller or the supply of goods or services by a subsidiary of the Seller to a Group Company, in either case, entered into on an arm's length basis in the ordinary course of business of such Group Company and the ordinary course of business of such subsidiary of the Seller.

"Business Day" means a day (other than a Saturday or Sunday) on which commercial banks are open for business in Slovenia and Croatia.

"Business Plans" means, collectively, the business plan and budget for the Group for the financial year commencing on 1 January 2010, as attached to the Disclosure Letter (as such business plan and budget may be amended from time to time by agreement between the Parties).

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"**Buyer**" has the meaning specified in the introduction to this Agreement.

"**Buyer Documents**" has the meaning specified in Paragraph 1 of SCHEDULE 4.

"**Buyer Financing Documents and Information**" means the IFAs and all such other documents and information in connection with committed financing and available cash balances for all the cash the Buyer shall need at Completion and delivered to the Seller on the Signing Date and initialed by the Seller and the Buyer or on their behalf.

"**Buyer's Transaction Account**" has the meaning specified in Paragraph 3 of SCHEDULE 6.

"**Capital Expenditure**" means, in accordance with IFRS, expenditure in the nature of an investment for the acquisition, betterment or improvement to property, plant and equipment, that is chargeable to the capital asset account and that in most cases is depreciable.

"**Cash and Cash Equivalents**" means, collectively (i) money or the equivalent thereof, including currency, coins, negotiable cheques, balances in bank accounts and interest-bearing financial assets of any Group Company, (ii) deposits held at call by any Group Company with banks and (iii) other short-term highly liquid investments of any Group Company with original maturities of three months or less.

"**Claim Notice**" has the meaning specified in Paragraph 4 of SCHEDULE 5.

"**Collective Agreement**" means any agreement or arrangement made by or on behalf of a Group Company and by or on behalf of any one or more trade unions, works councils, staff associations or other body representing employees and any agreement or arrangement made by or on behalf of any employers' or trade association and one or more trade unions, works councils, staff associations, association of trade unions or other central body representing employees which applies to a Group Company or to which a Group Company is subject.

"**Competition Condition**" means the condition set out in Clause 4.1(b).

"**Completion**" has the meaning specified in Clause 5.1(a).

"**Completion Date**" has the meaning specified in Clause 5.1(a).

"**Condition**" means a condition set out in Clause CLAUSE 4.

"**Confidentiality Agreement**" means the confidentiality agreement dated 30 March 2010 between the Seller and the Buyer.

"**Consent**" means any consent or approval of any person, but excluding any Permit.

"**Continuing Clauses**" means, collectively, Clauses 9.2 (*Press Releases*), 9.4 (*Directors, Officers and Employees*), 9.6 (*Confidentiality*) and Clause 14 (*Miscellaneous*).

"**Contractors**" means any individuals whose services are made available to a Group Company for a significant portion of that individual's working time and on a continuous basis pursuant to a services, consulting or similar agreement.

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"Cure Period" has the meaning specified in Clause 8.4(b).

"Data Room" means the electronic data room maintained by Merrill DataSite under the project name "Cave", containing documents and written information about the Group Companies, including legal and financial vendor due diligence reports and legal, financial and commercial records and documents, or any other documents included therein by the Seller (a comprehensive list of which documents and information is attached to the Disclosure Letter and CD-Roms which have been initialled by the Parties or on their behalf on the Signing Date), to which the Buyer was given access for the purposes of conducting a due diligence review of the Group Companies prior to the Signing Date.

"Debt" means collectively:

- (a) the principal amount of all indebtedness for borrowed money (including but not limited to the principal amount under the debt facilities listed in Paragraph 8 and Annex 7 of the Disclosure Letter), whether or not evidenced by a promissory note or other certificate, owed by any Group Company to any person; and
- (b) any amount raised by acceptance under any acceptance credit facility;
- (c) the principal amount of indebtedness of any Group Company evidenced by any note, bond, debenture, mortgage or other debt instrument or debt security; and
- (d) all leases of any Group Company classified under IFRS as finance leases; and
- (e) receivables sold or discounted (other than receivables sold on a non-recourse basis);
- (f) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, stand-by or documentary letter of credit or any other instrument issued by a bank or financial institution, other than in respect of trade credit arising in the ordinary course of business;
- (g) any amount raised by the issue of redeemable shares;
- (h) the amount of any liability under an advance or deferred purchase agreement, if one of the primary reasons behind the entry into such an agreement is to raise finance;
- (i) the amount raised pursuant to any other transaction (including any forward sale and purchase agreement) having the commercial effect of a borrowing; and
- (j) without double counting, the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (i) above; and
- (k) accrued interest on any indebtedness, obligation, claim or liability described in clauses (a) through (k) above;

provided, however, that the term "Debt" shall be deemed to exclude any indebtedness of a Group Company to another Group Company.

An example of the calculation of Debt is set out at SCHEDULE 8.

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"Disclosure Letter" means the letter dated as at the Signing Date from the Seller to the Buyer, and as updated only for matters that occur after the Signing Date and that relate only to breaches of the Operational Warranties and delivered by the Seller to the Buyer at least three Business Days prior to the Completion Date.

"Dispute" has the meaning specified in Clause 14.13(a).

"DK" has the meaning specified in the Recitals.

"DK Subsidiaries" means, collectively, the companies whose details are set out in Part 2 of SCHEDULE 1.

"Encumbrance" means a mortgage, charge, pledge, lien, option, easement, restriction, right of first refusal, right of pre-emption, third party right or interest, other encumbrance or security interest of any kind, or any other type of preferential arrangement (including a title transfer or retention arrangement) having similar effect.

"Escrow Account" means the account designated as such in the Escrow Agreement.

"Escrow Agent" means UniCredit Bank AG – London Branch.

"Escrow Agreement" means the escrow agreement entered into between the Escrow Agent, the Buyer and the Seller prior to or on the Signing Date.

"Fundamental Warranties" means, collectively, the Seller Warranties under Paragraphs 1 through 4 of SCHEDULE 3 (*Seller Warranties*).

"Governmental Authority" means any national, federal, regional, state, local or other court, administrative agency or commission or other governmental, administrative or regulatory body, authority, agency or instrumentality.

"Group" means, collectively, DK and the DK Subsidiaries, and the expression **"Group Company"** shall be construed accordingly.

"Guarantor" has the meaning specified in the introduction to this Agreement.

"IB Banks" means, collectively, the financial institutions listed in Annex 8 of the Disclosure Letter.

"IFAs" means the interim facility agreements between the Buyer or its affiliates and the relevant financial institutions delivered to the Seller on the Signing Date;

"IFRS" means the International Financial Reporting Standards adopted by the International Accounting Standards Board (IASB), and interpretations issued by the International Financial Reporting Interpretations Committee of the IASB and as adopted by the European Union.

"Independent Accountant" means KPMG Slovenija, d.o.o. or, if such firm is unable or unwilling to act in such capacity and in the absence of agreement between the Parties, an

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independent firm of internationally recognised accountants to be nominated by or on behalf of the President for the time being of the Institute of Chartered Accountants of England and Wales upon application by either Party.

"Independent Assessor" has the meaning specified in Clause 3.2(c).

"Independent Reviewer" means PricewaterhouseCoopers Slovenia or, if such firm is unable or unwilling to act in such capacity and in the absence of agreement between the Parties, an independent firm of internationally recognised accountants (other than the Independent Accountant) to be nominated by or on behalf of the President for the time being of the Institute of Chartered Accountants of England and Wales upon application by either Party.

"Individual Basket Amount" has the meaning specified in Paragraph 11 of SCHEDULE 5.

"Information Memorandum" means certain Confidential Information Memorandum entitled "Project Cave" regarding the Group, dated March 2010.

"Insurance Premium" means € 745,500, being the amount of the premium payable by the Buyer under the Warranty Insurance Policy which the Seller has agreed to pay in accordance with Clause 3.3(b).

"Intellectual Property" means (a) all patents and patent applications (including all extensions, revisions and reissues thereof); (b) all trademarks (registered and unregistered), service marks (registered or unregistered), trade dress, logos, trade names (registered and unregistered) and corporate names, together with the goodwill associated therewith, and the rights to apply for any such rights; (c) all copyrights (registered and unregistered), and all applications, registrations and renewals in connection therewith; (d) all trade secrets and confidential or proprietary business information (including research and development, know-how, formulas, manufacturing and production processes and techniques, technical data, databases, computer programs, designs, drawings, specifications, customer and supplier lists, and business and marketing plans); (e) internet domain names and email addresses; (f) all other proprietary intellectual property rights; and (g) the right to sue for past infringement of any of, or the rights under licences in relation to, the foregoing rights.

"Intellectual Property Rights" means all Intellectual Property used, or required to be used, by a Group Company in, or in connection with, its business.

"Interim Period" means the period from the Signing Date to the Completion Date.

"IT Systems" means hardware, software, communications networks, telephone switchboards, microprocessors and firmware and other information technology equipment and any other items that connect with any or all of them which in each case are owned or used by a Group Company and are material for the purposes of its business.

"Key Managers" means, collectively, the managers listed in Annex 10 of the Disclosure Letter.

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"Leakage" means:

- (a) the payment of any sum by any Group Company whether by way of distribution, dividend, return of capital (whether by reduction of capital or redemption or purchase of shares) or otherwise;
- (b) the transfer of any asset by any Group Company;
- (c) the indemnification or incurring of any liability by any Group Company;
- (d) the release or waiver by any Group Company of sums due to such Group Company;
- (e) the payment of any costs, bonuses or other sums by any Group Company; and
- (f) the entry into by any Group Company of any transactions outside the ordinary course of business,

save to the extent that any of the above actions constitute Permitted Leakage.

"Leasehold Properties" means the land and premises currently leased by a Group Company, details of which are set out in the Data Room.

"Ljubljana Property" means (i) the real estate owned by DK, situated in Zelena Jama, Ljubljana entered into the land registry of the local court in Ljubljana, comprising the following plots: plot no. 1582/4, plot no. 1582/6, plot no. 1582/7, plot no. 1582/8, plot no. 1582/9, plot no. 1582/10, plot no. 1582/11, plot no. 1582/12, plot no. 1582/13, plot no. 1582/14, plot no. 1582/15, plot no. 1584, plot no. 1582/3, plot no. 1582/1, plot no. 1588/2, plot no. 1588/3, plot no. 1590/14, plot no. 1590/15, plot no. 1590/1, plot no. 1590/2, plot no. 1590/3, plot no. 1590/4, plot no. 1590/5, plot no. 1590/6, plot no. 1590/7, plot no. 1590/16, plot no. 1590/17, plot no. 1590/18, plot no. 1590/19, plot no. 1590/10, plot no. 1590/11, plot no. 1590/12, plot no. 1590/13, plot no. 1591/1, plot no. 1591/2, plot no. 1594, plot no. 1595/1, plot no. 1595/2, plot no. 1592/3, plot no. 1492/4, plot no. 1592/5, plot no. 1588/6 and plot no. 1593/1 all c.c. Zelena Jama or (ii) 100% of the shares of a special purpose vehicle established solely for the purpose of holding the aforementioned real estate.

"Losses" means all damages, penalties, fines, liabilities, obligations, losses and expenses (including court costs and attorneys' fees).

"Management Accounts" means the periodic management accounts prepared by DK upon which the monthly Management Reports are prepared.

"Management Reports" means the monthly management reports prepared by DK in the form disclosed in Data Room folder 2.D.15 (Monthly / Quarterly Management Reports).

"Marsh" means Marsh Ltd., the insurance broker engaged by the Buyer to arrange the Warranty Insurance Policy.

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"Material Adverse Effect" means a material adverse effect on the financial condition, assets, business or operations of the Group which could reasonably be expected to have the effect of:

- (a) reducing the Normalised EBITDA of the Group in the year following Completion by more than 35% compared to the Normalised EBITDA of the Group for the 12 months prior to the date of this Agreement (calculated in Euro); or
- (b) reducing the net asset value of the Group by more than 25% compared to the net asset value of the Group as at the date of this Agreement (calculated in Euro),

other than as a result of events and circumstances affecting or likely to affect all companies carrying on business in the territory and/or industries in which the Group carries on business.

"Material Contract" means any contract to which a Group Company is a party currently in force:

- (a) which:
 - (i) limits the ability of such Group Company to engage in any material line of business or to compete with any person in respect of any material business;
 - (ii) involves a shareholder arrangement or joint venture between a Group Company and any other person or under which a Group Company is to participate with any other person in any business (other than pursuant to the terms of this Agreement); or
- (b) contains any restriction on the payment by a Group Company of dividends or other distributions;
- (c) involves the payment by or to such Group Company of more than € 1,000,000, has a residual term of more than one year and cannot be terminated by such Group Company without penalty to it on six months' or less notice;
- (d) relates to the issuance or repurchase of shares or other equity interests or in respect of registration rights, pre-emptive rights, rights of first refusal, transfer rights or restrictions, voting rights or other rights of share or other equity holders of any of the Group Companies; or
- (e) contracts out to a third party all or a material part of the management of any of the Group Companies.

"Monthly Accounts Date" means the last day of a given calendar month between the Signing Date and the Completion Date, except in the case of the first Monthly Schedule to be delivered by the Seller to the Buyer on the Signing Date, in respect of which the Monthly Accounts Date shall mean 31 May 2010.

"Monthly Schedule" has the meaning specified in Clause 3.2(a).

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"Net Financial Debt" means at any time the difference (positive or negative) between (a) the aggregate Debt of the Group at such time and (b) the aggregate Cash and Cash Equivalents of the Group at such time, provided that for the purpose of the calculation of "Net Financial Debt", the net of the individual asset and liability positions of any Group Company resulting from the fair valuations of the financial instrument contracts (including swaps, forwards, options, futures, and other similar derivative or hedging instruments), with a net asset position reducing the amount of Debt and a net liability position increasing the amount of Debt. For purposes of the foregoing, the fair valuation of any financial instrument contract shall mean the calculation of the cash obligation as of the Reference Date to terminate the relevant financial instrument contract; therefore, with respect to any financial instrument contract, the fair valuation is either (i) the amount, if any, to be received by a Group Company to break the derivative financial instrument contract as of the Reference Date, or (ii) the amount, if any, to be paid to a Group Company to break the derivative financial instrument contract as of the Reference Date.

"Net Working Capital" shall mean:

- (a) current assets of the Group (excluding Cash and Cash Equivalents and derivative financial instruments),

minus

- (b) current liabilities of the Group (excluding Debt and, for the avoidance of doubt, excluding derivative financial instruments and accrued interest),

minus

- (c) any provision of the Group classified as a non-current liability,

in each case, calculated in Euro. An example of the calculation of Net Working Capital is set out at SCHEDULE 8.

"Net Working Capital Differential" means the amount by which the Net Working Capital as of the Completion Date is lower or greater than the Normalized Working Capital Range. For illustrative purposes, (i) €62,000,000 -1 shall be considered lower than the Normalized Working Capital Range resulting in a Net Working Capital Differential of negative € 1, (ii) €67,000,000 + 1 shall be considered to exceed the Normalized Working Capital Range resulting in a Net Working Capital Differential of positive € 1 and (iii) a Net Working Capital amount which is less than €67,000,000 but greater than €62,000,000 shall be considered within the Normalized Working Capital Range, resulting in a Net Working Capital Differential of € 0.

"Normalised EBITDA" means profit from operations adjusted for non-recurring items plus depreciation, amortisation and impairment.

"Normalized Working Capital Range" means €62,000,000 to €67,000,000.

"Observer" has the meaning specified in Clause 10.6(a).

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"Operational Warranties" means the Seller Warranties under Paragraphs 5 through 21 of SCHEDULE 3 (*Seller Warranties*).

"Owned Property" means the land and premises currently owned by a Group Company, details of which are set out in the Data Room.

"Party" and **"Parties"** have the meanings specified in the introduction to this Agreement.

"Pending Arbitration" has the meaning specified in Clause 14.14.

"Permit" means any permit, licence, order, certification, ruling, filing or registration (or any exemption therefrom), from any Governmental Authority.

"Permitted Encumbrances" shall mean collectively (a) Encumbrances noted in the Accounts, (b) Encumbrances consisting of zoning or planning restrictions or regulations, easements, permits, restrictive covenants, encroachments or other restrictions or limitations on the use of property or irregularities in, or exceptions to, title thereto which, individually or in the aggregate, do not materially detract from the value of, or impair the use of, such property and (c) any Encumbrances fairly disclosed in the Disclosure Letter or the Data Room.

"Permitted Leakage" means any and all payments by a Group Company to a subsidiary of the Seller pursuant to a Bona Fide Commercial Contract.

"Projections" means, collectively, any and all estimates, predictions, projections or forecasts of any future event, occurrence, performance or other matter.

"Purchase Price" has the meaning specified in Clause 3.1.

"Reference Date" means the last Monthly Accounts Date prior to Completion for the projected Monthly Schedule to be delivered by the Seller to the Buyer in accordance with Clause 3.2(a) provided that such projected Monthly Schedule is delivered by the Seller to the Buyer at least three Business Days prior to the Completion Date, failing which the Reference Date shall be the Monthly Accounts Date of the previous calendar month.

"Reference Date Monthly Schedule" has the meaning specified in Clause 3.2(c).

"Reference Date Net Financial Debt" means the Net Financial Debt of the Group as at the Reference Date as set forth in the Reference Date Monthly Schedule.

"Reference Date Net Working Capital Differential" means the Net Working Capital Differential as at the Reference Date as set forth in the Reference Date Monthly Schedule.

"Relevant Claim" means a claim by the Buyer under or pursuant to the provisions of Clause 6.1.

"Restricted Area" means, collectively, Slovenia, Croatia, Serbia, Bosnia and Herzegovina, Macedonia, Montenegro, Russia and Ukraine.

"Review Dispute" has the meaning specified in Clause 3.2(c).

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"Rules" has the meaning specified in Clause 14.13(b).

"Sale Shares" has the meaning specified in the Recitals.

"Seller" has the meaning specified in the introduction to this Agreement.

"Seller Documents" has the meaning specified in Paragraph 1.1 of SCHEDULE 3.

"Seller's Designated Account" means such bank account(s) as the Seller may notify the Buyer at least five Business Days prior to the Completion Date.

"Seller's Share Pledges" means collectively, the senior equal ranking share pledges over the Seller's Shares, with the Seller as pledgor in favour of the IB Banks as pledgees, created pursuant to an agreement dated 15 April 2010.

"Seller's Shares" has the meaning specified in the Recitals.

"Signing and Commitment Fee" means a fee of € 20,000,000 payable by the Buyer on the Signing Date.

"Signing Date" means the date of this Agreement.

"Slovenian Competition Condition" means an approval of the Slovenian Office for Protection of Market Competition in connection with the matters contemplated by this Agreement (whether conditional or otherwise).

"Specified Rate" means one month EURIBOR plus 1% per annum. The interest rate shall be fixed for each one month period using the one month EURIBOR on the Telerate Screen page 248 two Business Days prior to the beginning of each such period.

"Subsequent Arbitration" has the meaning specified in Clause 14.14.

"Tax" or **"Taxation"** means and includes any and all European, national, federal, regional, local or other direct and indirect taxes, assessments, fees, levies, withholdings, duties, penalties and other charges imposed by any Governmental Authority, including income (whether actual or deemed), gross receipts, net proceeds, alternative or minimum, ad valorem, value added, turnover, sales, use, property, personal property, stamp, leasing, lease, user, excise, duty, franchise, transfer, licence, withholding, securing, gift, health insurance, social security, payroll, employment, unemployment, fuel, excess profits, occupational severance, estimated and other taxes, and shall include any interest, fines, penalties or additional amounts imposed by any Governmental Authority.

"Taxation Authority" means any Governmental Authority competent to impose Tax.

"Termination Date" means 10 December 2010 or such other date as the Parties may agree in writing.

"Verification Employees" means, collectively, Enzo Smrekar, Sašo Cunder, Aleksandra Kregar Brus and Timotej Lapajne.

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“Warranties” means the warranties set forth in SCHEDULE 3.

“Warranty and Indemnity Insurance” means the buyer’s warranty and indemnity insurance to be procured by the Buyer for the purpose of insuring any Losses of the Buyer after Completion.

“Warranty Insurance Policy” means the policies relating to the Warranty and Indemnity Insurance.

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SCHEDULE 3
WARRANTIES OF THE SELLER

1. *Incorporation and Authority*

- 1.1 The Seller is a company duly incorporated and validly existing under the laws of Slovenia and has full power and authority to enter into and perform this Agreement and all other documents executed by the Seller which are to be delivered on or prior to the Completion Date (together, the "Seller Documents"), each of which constitutes (when executed) legal, valid and binding obligations of the Seller in accordance with their respective terms.
- 1.2 The execution, delivery and performance by the Seller of the Seller Documents will not result in a breach of or constitute a default under: (i) any provision of the articles of association (or equivalent document) of the Seller or any Group Company; or (ii) any order, judgment or decree of any court or Governmental Authority by which the Seller or any Group Company is bound.
- 1.3 Neither the Seller nor any Group Company is or will be required to give any notice to or make any filing with or obtain any permit, consent, waiver or other authorisation from any Governmental Authority or any other person in connection with the execution, delivery and performance of the Seller Documents, except where any failure to do so would not have a Material Adverse Effect and would not prevent the Parties from consummating the transactions contemplated by this Agreement.
- 1.4 The Seller is not insolvent or unable to pay its debts under the insolvency laws of any jurisdiction applicable to the Seller, 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 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.

2. *Ownership of the Sale Shares; Capitalisation*

- 2.1 The Seller owns or will own beneficially the Sale Shares, free and clear of any Encumbrances. No person has asserted to the Seller any claim that such person is entitled to any Encumbrance with respect to any of the Sale Shares.
- 2.2 The Sale Shares represent 100% of the issued share capital of DK, have been properly and validly issued and allotted and are each fully paid.
- 2.3 There are no agreements or commitments outstanding which call for the issue of any shares or debentures in or other securities of any Group Company or accord to any person the right to call for the issue of any such shares, debentures or other securities. Neither the Seller nor DK has either issued any profit sharing certificates or granted any other rights to share in the profits of DK, nor has either granted any other rights to third parties entitling such third parties to share in such profits.

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3. *Group Structure*

- 3.1 The particulars of each Group Company set out in SCHEDULE 1 (*The Group*) are accurate.
- 3.2 Each Group Company identified in SCHEDULE 1 (*The Group*) as a holder of shares in another Group Company is the legal and beneficial owner of such shares. The other persons identified at Part 2 of SCHEDULE 1 as holders of shares are, so far as the Seller is aware, the legal and beneficial owners of such shares. All such shares constitute the entire issued and allotted share capital of such Group Company. Each of such shares is (a) if owned by a Group Company, fully paid and (b) if owned by any other person fully paid.
- 3.3 The shares owned by a Group Company in another Group Company are free from all Encumbrances (save for Permitted Encumbrances) and there is no agreement or commitment to which any Group Company is a party to give or create any Encumbrance over or affecting the shares owned by a Group Company in any other Group Company. No Group Company has received any written claim by any person to be entitled to any such Encumbrance.
- 3.4 No Group Company has any interest in the share capital of any other company which is not a Group Company.
- 3.5 No Group Company acts or carries on business in partnership or in a joint venture with any other person.

4. *Constitutional and Corporate Matters*

- 4.1 Each Group Company has been duly incorporated and is validly existing under the laws of the jurisdiction of its incorporation.
- 4.2 The copies of the articles of association of each Group Company, each of which have been set out in the Data Room, are complete and accurate.

5. *Contracts*

- 5.1 True and accurate copies of all Material Contracts and amendments thereof (if any), to which a Group Company is a party have been placed in the Data Room.
- 5.2 So far as the Seller is aware, each of the Material Contracts to which a Group Company is a party is in full force and effect. Neither any Group Company nor, so far as the Seller is aware, any other party is in material breach of any such Material Contract. No allegation of any breach or invalidity of any Material Contract been made or received by the Seller or any Group Company. No notice of termination of any such Material Contract has been served or received by the Seller or any Group Company.

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- 5.3 The sale and purchase contemplated by this Agreement will not give any grounds for the rescission, termination, avoidance, amendment or repudiation of any Material Contract.
- 5.4 No Group Company is bound by any guarantee or surety, other than as disclosed in the Data Room, whether relating to a Material Contract or otherwise, except for any guarantee or surety in respect of any Group Company.

6. *Compliance*

So far as the Seller is aware:

- 6.1 No Group Company has done or omitted to do anything which is a contravention of any law or Permit of the Group Company which could be reasonably expected to result in the imposition of any material fine, material penalty or other material liability or sanction on such Group Company.
- 6.2 Each Group Company has maintained all books, records and information in all material respects as required by, and for the time period prescribed by, applicable law.
- 6.3 Other than as disclosed in the Data Room, each Group Company has all material permits, governmental licenses, authorisations, registrations, approvals and concessions and no Group Company has received notice of any violation of any such permits, licenses, authorisations, registrations, approvals or concessions.

7. *Assets*

- 7.1 Each Group Company owns, or has the right to use, all of the material assets (real or personal, tangible or intangible) which are both used by such Group Company in the operation of its business and necessary for such Group Company's operation of its business as currently operated.
- 7.2 All material assets owned or used by any Group Company are in reasonable operating condition and are fit for the use for which they are intended.
- 7.3 Each Group Company has a valid title to all premises which it owns, and a valid right to use those of its premises, which it leases or otherwise uses and from or in which it conducts business or operations.

8. *Finance Arrangements*

- 8.1 Other than Permitted Encumbrances, no Encumbrance has been given by or entered into by any Group Company in respect of any obligations of it or another Group Company (including in respect of borrowings) or in respect of the indebtedness or obligations of any other person.

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- 8.2 Other than as disclosed in the Disclosure Letter, no Group Company has outstanding any loan capital or has incurred or agreed to incur any borrowing over € 1,000,000 in value which it has not repaid or satisfied.
- 8.3 No Group Company has lent or agreed to lend any money in excess of € 1,000,000 in the aggregate which has not been repaid to it.
- 8.4 So far as the Seller is aware, no event which is, or which could reasonably be expected to become, an event of default under or result in a material breach of the terms of any Debt of any Group Company has occurred.
- 8.5 No Group Company has outstanding any guarantee or other contingent liability with respect to any indebtedness or liability of any third party other than another Group Company.
- 8.6 Since the Accounts Date, the Company has not paid out a dividend.

9. *Arrangements with Seller and Affiliates*

- 9.1 No indebtedness (actual or contingent) and no contracts are outstanding between any Group Company and the Seller or any of its Affiliates other than Bona Fide Commercial Contracts and indebtedness under Bona Fide Commercial Contracts.
- 9.2 Neither the Seller nor any of its Affiliates is entitled to a claim of any nature against any Group Company (other than for performance of a Group Company under a Bona Fide Commercial Contract) nor, so far as the Seller is aware, has the Seller or any of its Affiliates assigned such right to any other person.

10. *Litigation and Investigations*

- 10.1 No Group Company is party to any material litigation, administrative or arbitration proceeding (whether as plaintiff, defendant or otherwise) and, so far as the Seller is aware, no such material litigation, administrative or arbitration proceeding is pending or threatened. For the purposes of this Paragraph 10.1, material means a proceeding where the amount being claimed exceeds €100,000 or where an unfavourable outcome could reasonably be expected to have a Material Adverse Effect.
- 10.2 No Group Company is the subject of any current, investigation, enquiry or enforcement proceedings by any Governmental Authority, that could reasonably be expected to have a Material Adverse Effect on the business of the Group.
- 10.3 No Group Company is affected by any judgment or ruling, order or decree of any Governmental Authority or arbitral tribunal that could reasonably be expected to have a Material Adverse Effect on the business of the Group.

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11. *Insurance*

- 11.1 The Group has in full force and effect insurance policies in such amounts, and on such terms and covering such risks, as is customary for companies operating in the industry and in the territory in which the Group operates, or as is required under any agreement or obligation to which a Group Company is bound.
- 11.2 With respect to each such insurance policy, so far as the Seller is aware:
- 11.2.1 such insurance policy is legal, valid, binding and enforceable, and all premiums and other fees due in connection therewith are current and up to date;
- 11.2.2 the relevant Group Company is not and no other party thereto is in breach or default, or has repudiated the respective insurance policy; and
- 11.2.3 the relevant Group Company is eligible to make claims under the respective insurance policy as contemplated by the respective insurance policy.
- 11.3 No material insurance claim is outstanding with respect to any of the Group Companies and so far as the Seller is aware, no circumstances exist which could give rise to any such material insurance claim.

12. *Insolvency*

- 12.1 No Group Company is insolvent or unable to pay its debts under the insolvency laws of the jurisdiction of its incorporation or has stopped paying its debts as they fall due.
- 12.2 No order has been made or, so far as the Seller is aware, proceeding initiated for the winding up, insolvency, liquidation or bankruptcy of any Group Company and, so far as the Seller is aware, no such order or proceeding has been threatened.

13. *Accounts*

- 13.1 The Data Room contains true and correct copies of the Accounts.
- 13.2 The Accounts have been prepared in accordance with IFRS consistently applied.
- 13.3 The Accounts fairly present in all material respects in accordance with IFRS, the financial position and the results of operation and cash flows for the Group on a consolidated basis as at the end of and for the fiscal years ended 31 December 2009 and 31 December 2008, respectively.
- 13.4 On the Completion Date, the Reference Date Monthly Schedule will have been prepared on a basis consistent with the Accounts and will fairly present in all

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material respects the Reference Date Net Working Capital Differential and the Reference Date Net Financial Debt of the Group as at the Reference Date.

- 13.5 So far as the Seller is aware, no Group Company had as at the Accounts Date, any material obligations, commitments or liabilities, liquidated or unliquidated, contingent or otherwise, whether for Tax or otherwise, arising out of events which occurred prior to the Accounts Date and which pursuant to IFRS should have been reflected, but are not shown or provided for, in the Accounts.

14. *Events since the Accounts Date*

Since the Accounts Date:

- (i) the business of the Group has been conducted in the ordinary course consistent with past practice;
- (ii) there has been no Material Adverse Effect; and
- (iii) so far as the Seller is aware, no asset material to the Group has been acquired or disposed of nor has there been any agreement to acquire or dispose of any such asset.

15. *Taxation*

- 15.1 The Group Companies are resident for Tax purposes only in their respective jurisdictions of incorporation and are properly registered for all Taxes the registration for which is required by law.
- 15.2 No Group Company has within the past 12 months received any notice of dispute or enquiry or suffered any enquiry, investigation, audit or visit by any Governmental Authority.
- 15.3 So far as the Seller is aware, all notices and returns of each Group Company for the purposes of Taxation have been made or given within the requisite periods and on a proper basis and are correct. All Taxes for which any Group Company has been liable, or which were required to be collected or withheld by any Group Company, have been fully and timely paid to the Taxation Authorities in accordance with such notices and returns.
- 15.4 No Group Company is the subject of proceedings or any enquiry (nor has any Group Company received any notice of the proposed commencement of such) by any Governmental Authority the subject of which, or a possible outcome of which, is a recharacterisation of a contractual or other arrangement (not being an employment contract) under which any person works at, for or on behalf of, any Group Company as an employment contract.

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16. *Intellectual Property and Information Technology*

- 16.1 All Intellectual Property Rights which are material to the business of the Group are:
- (i) owned by a Group Company, free from all Encumbrances, or validly granted to a Group Company; and
 - (ii) so far as the Seller is aware, valid and enforceable and nothing has been done or omitted to be done by which they may cease to be valid and enforceable.
- 16.2 There are no outstanding claims against any Group Company for infringement of any Intellectual Property or of any rights relating to Intellectual Property used by any Group Company and no such claims have been settled by the giving of any undertakings which remain in force.
- 16.3 Each Group Company owns and/or has the right to use the IT Systems that it needs to carry on its business.
- 16.4 All IT Systems are in reasonable working order, function in all material respects with all applicable specifications, and are being adequately maintained and replaced.

17. *Property*

- 17.1 The Owned Properties comprise all land and buildings owned by the Group Companies. The Leasehold Properties comprise all land and buildings leased by the Group Companies.
- 17.2 The Group Company concerned has good title, properly and duly registered, to the Owned Properties and valid leasehold interests in the Leasehold Properties purported to be owned or leased by it.
- 17.3 So far as the Seller is aware, no person other than a Group Company occupies or uses any of the Owned Properties or the Leasehold Properties, or has a right to occupy or use it.
- 17.4 The Owned Properties are not subject to any Encumbrances (other than Permitted Encumbrances).
- 17.5 Any building or other construction which is part of the Owned Properties and Leasehold Properties is, so far as the Seller is aware, in reasonable repair and condition and adequately maintained.
- 17.6 In the case of any Leasehold Property, so far as the Seller is aware, the Group Company concerned has not received notice of any breach of the relevant lease agreement such that the other party thereto would be entitled to terminate the

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lease or restrict the rights of such Group Company thereunder in any material respect.

18. *Environmental*

18.1 So far as the Seller is aware, each Group Company is and has at all times been in material compliance with all applicable Environmental Laws, and has obtained, and is in material compliance with, all material Permits required under such Environmental Laws.

18.2 There are no proceedings or actions by any Environmental Authority or by any other person against any Group Company under any Environmental Law.

18.3 For the purposes of this Paragraph 18:

"Environment" means all or any of the following media (alone or in combination): air (including the air within buildings and the air within other natural or man-made structures whether above or below ground); water (including water under or within land or in drains or sewers); soil and land;

"Environmental Authority" means any Governmental Authority having jurisdiction in Slovenia, Croatia, Serbia, Bosnia and Herzegovina, Macedonia, Russia or Ukraine to determine any matter arising under Environmental Law and/or relating to the Environment;

"Environmental Law" means all applicable law in force in Slovenia, Croatia, Serbia, Bosnia and Herzegovina, Macedonia, Russia or Ukraine at Completion whose purpose is to protect, or prevent pollution of, the Environment or to regulate emissions, discharges, or releases of Hazardous Substances into the Environment, or to regulate the use, treatment, storage, burial, disposal, transport or handling of Hazardous Substances; and

"Hazardous Substances" means any wastes, pollutants, contaminants and any other natural or artificial substance (whether in the form of a solid, liquid, gas or vapour) which is capable of causing harm or damage to the Environment.

19. *Employees / Contractors*

19.1 True, accurate and complete copies of all agreements of a Group Company with the Key Managers have been set out in the Data Room.

19.2 No Group Company has given any notice of termination or received and notice or resignation from any Key Manager.

19.3 Since the Accounts Date, the Group Companies have not, in the aggregate, increased or agreed to increase the overall level of aggregate compensation of its directors, managers and employees by more than the aggregate percentage set forth in the Business Plans.

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- 19.4 Other than as set out in the Data Room, no Group Company is a party to a Collective Agreement or required to comply with a Collective Agreement.
- 19.5 No Group Company has any liability for or in connection with any share trust, share incentive scheme, share option scheme or profit or equity sharing scheme for the benefit of all or any of its present or former employees or Contractors or the dependants of any of such persons.
- 19.6 There is not in operation any agreement or arrangement of general application to the employees of any Group Company for the payment of, or payment of a contribution towards, any pensions, allowances, lump sums or similar benefits upon retirement, death, termination of employment or during periods of sickness or disablement, other than as required by applicable law or a relevant Collective Agreement.
- 19.7 No director, employee, consultant or any other person is entitled to receive from a Group Company any bonus payment, severance payment or any other similar payment (whether in cash or in kind) arising from the change of control or change of ownership of the Group Company concerned.
- 19.8 No Group Company has received notice of any outstanding labor disputes including go-slows, stoppages or grievances with respect to the employees of any Group Company except for those set out in the Data Room.
- 19.9 Each Group Company has paid, when due, all applicable social, health and pension related payments in accordance with applicable law.

20. *Brokers' Fees*

Neither the Seller nor any of its Affiliates nor any of their respective officers, directors or employees has employed any broker or finder or incurred any liability for any brokerage fees, commissions or finder's fees in connection with the transactions contemplated by this Agreement for which the Buyer or any Group Company could become liable or obligated.

21. *Reports and Information*

The aggregate information (in whatever form) in relation to the Group Companies placed by it or on its behalf in the Data Room was true in all material respects and not misleading in any material respect, taken as a whole, at the time it was given, delivered or otherwise made available and, save as disclosed in the Disclosure Letter, there has been no event or circumstance since the time the information concerned was given, delivered or made available that would render such information taken as a whole untrue or misleading in any material respect.

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SCHEDULE 4
WARRANTIES OF THE BUYER

1. The Buyer is a company duly incorporated and validly existing under the laws of Slovenia and has full power and authority to enter into and perform this Agreement and all other documents executed by the Buyer which are to be delivered on or prior to the Completion Date (together, the "**Buyer Documents**"), each of which constitutes (when executed) legal, valid and binding obligations of the Buyer in accordance with their respective terms.
2. The execution, delivery and performance by the Buyer of the Buyer Documents will not result in a breach of or constitute a default under: (i) any provision of the memorandum or articles of association of the Buyer; (ii) any order, judgment or decree of any Governmental Authority by which the Buyer is bound; or (iii) any agreement or instrument to which the Buyer is a party or by which it is bound.
3. The Buyer is not required to give any notice to or make any filing with or obtain any permit, consent, waiver or other authorisation from any Governmental Authority or, so far as the Buyer is aware, other person in connection with the execution, delivery and performance of the Buyer Documents, other than as specified in this Agreement.
4. The Buyer is not insolvent or unable to pay its debts under the insolvency laws of any jurisdiction applicable to the Buyer, 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 Buyer. No administrator or any receiver or manager has been appointed by any person in respect of the Buyer or all or any of its assets and no steps have been taken to initiate any such appointment and no voluntary arrangement has been proposed.
5. As at the Signing Date, the Buyer has adequate committed financing or available cash balances for all the cash the Buyer shall need at Completion to consummate the purchase of the Sale Shares and the other transactions contemplated hereby. As at Completion, the Buyer has available on hand, from its working capital and/or currently available unrestricted credit facilities, all the cash that the Buyer shall need at Completion to consummate the purchase of the Sale Shares and the other transactions contemplated hereby.
6. As at the Signing Date, the IFAs are in full force and effect and the Buyer Financing Documents and Information as a whole are true, accurate and not misleading.
7. The Buyer is not aware as at the date of this Agreement of any fact, matter or circumstance which might entitle the Buyer on the date of this Agreement, at Completion or with the passing of time to make a Relevant Claim against the Seller. For the purpose of this Paragraph 6, a reference to the Buyer's awareness is deemed to include the knowledge, information and belief which the Buyer would have if the Buyer had made all reasonable enquiries and, without limitation, includes the knowledge, information and belief of Neven Vrankovic, Martina Peric-Blaic, Zoran Stankovic and Lada Tedeschi Fiorio.

**SCHEDULE 5
CERTAIN LIMITATIONS**

1. Notwithstanding anything to the contrary in this Agreement, the liability of the Seller under the Fundamental Warranties shall be subject to, and limited by, the provisions of Paragraphs 3 through 6 and 21 through 24 of this SCHEDULE 5.
2. Notwithstanding anything to the contrary in this Agreement, the liability of the Seller under this Agreement (other than the Fundamental Warranties) and any documents executed and delivered in connection herewith or contemplated hereby shall be subject to, and limited by, the provisions of paragraphs 6 through 24 of this SCHEDULE 5.
3. The Fundamental Warranties are deemed for all purposes to be qualified by the disclosures fully, fairly and specifically set forth in the Disclosure Letter. The Seller shall not be liable for any Losses under or in connection with this Agreement for breach of any of the Fundamental Warranties to the extent that the act, omission, event or circumstance giving rise to such Losses was fully, fairly and specifically disclosed in the Disclosure Letter.
4. In no event shall any amounts be recovered from the Seller for breach of any Fundamental Warranty or otherwise for any matter for which a written notice of claim specifying in reasonable detail the specific nature of the Losses and the estimated amount and calculation of such Losses (a "Claim Notice") is not delivered to the Seller prior to the fifth anniversary of Completion.
5. Where the matter or default giving rise to a breach of any Fundamental Warranty is capable of remedy by the Seller, the Buyer may not bring a Relevant Claim unless:
 - (i) notice of the breach is given to the Seller within thirty Business Days of the Buyer becoming aware of the matter or default; and
 - (ii) the matter or default (where capable of being remedied) is not remedied to the reasonable satisfaction of the Buyer within 20 Business Days after the date on which such notice is given.
6. In no event shall either Party be liable to the other Party for any exemplary, punitive, special, indirect, remote or speculative damages, or for any consequential damages that do not flow directly from the relevant event to the damages allegedly arising from such event or with respect to which no direct causal connection exists between the relevant event and the damages allegedly arising from such event, including loss of anticipated profits, damages to reputation and goodwill and loss of expected future business.
7. The Operational Warranties are deemed for all purposes to be qualified by the disclosures fairly set forth in the Disclosure Letter. The Seller shall not be liable for any Losses under or in connection with this Agreement for breach of any of the Operational Warranties to the extent that the act, omission, event or circumstance giving rise to such Losses was fairly disclosed in the Disclosure Letter.

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8. The Seller shall not be liable for any Losses in connection with any Relevant Claim with respect to any Operational Warranty if the act, omission, event or circumstance giving rise to such Losses was fairly disclosed in the Data Room. An act, omission, event or circumstance shall be deemed to be fairly disclosed in the Data Room if and to the extent that (i) a reasonable and prudent buyer, advised by competent and experienced legal counsel and financial advisors could reasonably have been expected to have discovered and understood the act, omission, event or circumstance and the fact that it might give rise to such Losses of the extent suffered from an examination of the documents set out in the Data Room, (ii) the act, omission, event or circumstance is disclosed in sufficient detail for a reasonable buyer to assess the significance of the matter in question and (iii) the significance of the matter is reasonably evident upon review of the respective disclosure of such matter.
9. In no event shall any amounts be recovered from the Seller for breach of any Operational Warranty or otherwise for any matter for which a Claim Notice is not delivered to the Seller prior to Completion.
10. Where the matter or default giving rise to a breach of any Operational Warranty is capable of remedy by the Seller, the Buyer may not bring a Relevant Claim unless:
 - (i) notice of the breach is given to the Seller within thirty Business Days of the Buyer becoming aware of the matter or default; and
 - (ii) the matter or default (where capable of being remedied) is not remedied to the reasonable satisfaction of the Buyer within 20 Business Days after the date on which such notice is given.
11. In no event shall the Seller be liable in any way whatsoever to the Buyer for any Losses with respect to any individual event or series of related events, including with respect to breach of any Operational Warranty, unless the Buyer has suffered Losses with respect to such event or series of related events in an amount in excess of €125,000 (the "**Individual Basket Amount**"), in which event the Buyer shall be entitled to recover the full amount of Losses, and not just the excess (subject to Paragraph 12 of this SCHEDULE 5).
12. In no event shall the Seller be liable in any way whatsoever to the Buyer for any Losses, including with respect to breach of any Operational Warranty, unless the Buyer has suffered aggregate Losses of which it has notified the Seller in excess of € 1,000,000 (the "**Aggregate Basket Amount**"). If the Buyer suffers losses in excess of the Aggregate Basket Amount, the Buyer shall be entitled to recover the full amount of Losses.
13. In no event shall the Seller be liable in any way whatsoever to the Buyer for any Losses under this Agreement or under any other document or agreement executed and delivered in connection herewith or contemplated hereby, to the extent such Losses (over and above the Aggregate Basket Amount) exceed €7,500,000, after which point the Seller will have no obligation or liability to the Buyer for any further Losses.
14. No amount shall be recovered from the Seller for the breach or untruth of any of the

Operational Warranties to the extent that the Buyer had actual and specific knowledge of such breach or untruth at or prior to the Signing Date.

15. Neither the Disclosure Letter nor any disclosure made in or by virtue of it shall constitute or imply any representation, warranty, assurance or undertaking by the Seller not expressly set out in this Agreement and neither the Disclosure Letter nor any such disclosure shall have the effect of, or be construed as, adding to or extending the scope of any of the Operational Warranties.
16. The Seller shall not be liable for any Losses under or in connection with this Agreement for a Relevant Claim or otherwise to the extent that the act, omission, event or circumstance giving rise to such Losses was specifically and fully noted, specifically provided for, specifically allowed for, or otherwise specifically taken into account in the Accounts, or to the extent the Loss is directly or indirectly based upon, attributable to or in any way arises out of Projections.
17. The Buyer shall not be entitled to recover any sum in respect of any Relevant Claim or otherwise obtain reimbursement or restitution more than once in respect of the same act, omission, event or circumstance.
18. The Seller shall not be liable in respect of any Relevant Claim or otherwise to the extent that a claim is based upon a liability that is contingent only, unless and until such time as the contingent liability becomes an actual liability of a Group Company to make a payment.
19. The Seller shall not be liable in respect of a Relevant Claim to the extent that the matter giving rise to the Relevant Claim arises wholly or partially from an act, omission, event or circumstance before Completion at the request or direction of, or with the consent of, the Buyer.
20. Nothing in this SCHEDULE 5, in the Warranties or elsewhere in the Agreement shall be deemed to relieve the Buyer or any Group Company from any duty at law to reasonably mitigate any Losses incurred by the Buyer or any Group Company.
21. The Buyer shall not be entitled to rescission of this Agreement in any circumstances, including as a result of breach or untruth of any of the Warranties, save that the Buyer shall be entitled to rescind this Agreement if the Seller fails at Completion to transfer to the Buyer good and valid title to the Sale Shares.
22. If the Seller has paid to the Buyer any amount in respect of any Losses incurred by the Buyer hereunder, and the Buyer, any of the Buyer's Affiliates or any Group Company subsequently receives or recovers from a third party (including an insurer) a sum that is referable to such Losses, the Buyer shall forthwith repay to the Seller the amount previously paid by the Seller to the Buyer up to the amount so received or recovered by the Buyer, its Affiliates or the relevant Group Company, net of all reasonable costs and expenses of recovery.
23. The limitations set forth on this SCHEDULE 5 are not mutually exclusive, and the

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application of any one or more limitations shall not preclude or debar the application of any one or more other limitations.

24. For the avoidance of doubt, nothing in this SCHEDULE 5 shall operate to limit or restrict the Seller's liability for fraud.

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SCHEDULE 6
COMPLETION ARRANGEMENTS

At Completion, the following actions shall occur in the order as defined below and the fulfillment of each action listed below shall be a condition precedent for the fulfillment of each subsequent action:

1. The Parties shall meet at the offices of Nova Ljubljanska banka d.d., Trg republike 2, 1000 Ljubljana, Slovenia, or such other location in Slovenia as may be agreed by the Parties.
2. The Parties shall review all the documents specified in points 3, 4, 5 and 7 below and shall confirm in writing (i) the specific Purchase Price (and price per share) calculated pursuant to Clause 3.1 and (ii) that they shall proceed to Completion pending the Additional Share Purchase Agreements becoming unconditional, by each delivering to the other a confirmation in the form attached hereto as SCHEDULE 9.
3. The Buyer shall deliver to the Seller the confirmation of Nova Ljubljanska banka d.d., Ljubljana confirming that immediately available funds standing to the credit of Buyer's transaction account held with Nova Ljubljanska banka d.d., Ljubljana ("**Buyer's Transaction Account**") are equal or in excess of the Purchase Price *minus* the Signing and Commitment Fee.
4. The Seller shall deliver to the Buyer:
 - 4.1. a certified copy of each power of attorney or evidence of authority as signatory under which any document to be delivered to the Buyer has been executed;
 - 4.2. a resolution of the general meeting of the shareholders of the Seller confirmed by a notary in a notarial record and the resolution of the supervisory board of the Seller, in each case, approving the executed Agreement;
 - 4.3. written resignations in the agreed terms to take effect from Completion of the president of the supervisory board and the president of the management board in each case relinquishing any right (past, present or future) against DK for loss of office (whether contractual, statutory or otherwise); and
 - 4.4. signed documents required by the banks of the DK to change the signatory rights over the accounts of the DK to the designee of the Buyer.
5. The Buyer shall deliver to the Seller:
 - 5.1. a certified copy of the minutes of the Board of Directors of the Buyer authorizing the execution, delivery and performance of this Agreement; and
 - 5.2. a certified copy of each power of attorney or evidence of authority as signatory under which any document to be delivered to the Seller has been executed.

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6. The Buyer shall transfer from the Buyer's Transaction Account:
 - 6.1. an amount equal to the Purchase Price *minus* the Insurance Premium *minus* the Signing and Commitment Fee to the Seller's Designated Accounts by transfer of immediately available cleared funds, and provide evidence of such transfer in the form of a copy of the relevant instructions, accompanied by a written confirmation from Nova Ljubljanska banka d.d. Ljubljana as having been sent; and
 - 6.2. an amount equal to the Insurance Premium, and provide evidence of such transfer in the form of a copy of the relevant instructions, accompanied by a written confirmation from Nova Ljubljanska banka d.d. Ljubljana as having been sent.
7. The Seller shall deliver to the Buyer:
 - 7.1. a duly completed and executed order for the transfer of the Sale Shares to the account of the Buyer maintained with the Central Securities Clearing Corporation Inc. (Klirinško depotna družba, d.d., Ljubljana - KDD); and
 - 7.2. a duly completed and executed orders executed by IB Banks for the release of the Sale Share Pledges.

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SCHEDULE 7
GOVERNMENT APPROVALS FOR COMPLETION

1. Approval of Slovenian Office for Protection of Market Competition
2. Approval of Croatian Market Competition Agency
3. Approval of Serbian Market Competition Commission
4. Approval of Market Competition Office in Bosnia and Herzegovina
5. Approval of Market Competition Office in Macedonia
6. Approval of Market Competition Office in Montenegro
7. Approval of Market Competition Office in Russia

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**SCHEDULE 8
FORM OF MONTHLY SCHEDULE**

Part A: Example of Working Capital Calculation (For Illustrative Purposes Only)

<i>(in millions of €)</i>	<i>[Month's End Date]</i>
Current assets per IFRS	8,958
(-) Cash [and Cash Equivalents]	(2,582)
(-) Short term loans to others	
(-) Assets held for sale	
Current assets	6,376
Current liabilities per IFRS	(15,901)
(+) bank overdraft	
(+) current portion of interest bearing borrowings (loans and bonds)	6,260
(+) accrued interest	919
(+) short term provision (non-current liability)	
(+) liabilities held for sale	
Adjusted Current Liabilities	(8,722)
Net Working Capital	(2,346)

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Part B: Form of Net Financial Debt Calculation (For Illustrative Purposes Only)

<i>(in thousands of €)</i>	<i>[Month's End Date]</i>
Syndicated Loan facility (excluding deferred borrowing costs)	2,350
Accrued interest on Syndicated Loan facility	450
SKB Loan Facility (excluding deferred borrowing costs)	1,100
Accrued interest on SKB Loan facility	300
[Grand Kafa aggregate borrowing]	1,050
Accrued Interest on [Grand Kafa aggregate borrowing]	100
[Soko Stark aggregate borrowing]	1,000
Accrued Interest on [Soko Stark aggregate borrowing]	69
[Grand Prom aggregate borrowing]	760
Accrued Interest on [Grand Prom aggregate borrowing]	
Bonds outstanding	
Accrued interest on bonds outstanding	
Bank overdraft	
Total third party indebtedness for borrowed money	(7,179)
Financial leases	
Accrued interest on deposits	
Cash and Cash Equivalents	2,582
Net Financial Debt	(4,597)

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**SCHEDULE 9
FORM OF CONFIRMATION**

[addressee(-s) name(-s)]
[addressee(-s) address(-es)]

Confirmation [Date]	Potrdilo [Datum]
<p>Re: Sale and Transfer Deed dated 30 June 2010 (the "Sale Deed") by and among ISTRABENZ, holdinška družba, d.d., ATLANTIC NALOŽBE d.o.o., and ATLANTIC GRUPA d.d.</p> <p>Pursuant to point 2 of Schedule 6 to the above-referenced Sale Deed, each of ISTRABENZ, holdinška družba, d.d., ATLANTIC NALOŽBE d.o.o. and ATLANTIC GRUPA d.d. hereby confirms that the specific Purchase Price calculated pursuant to Clause 3.1 of the Sale Deed is EUR [•]. ISTRABENZ, holdinška družba, d.d., ATLANTIC NALOŽBE d.o.o. and ATLANTIC GRUPA d.d. confirm that they shall proceed to Completion pending the Additional Share Purchase Agreements becoming unconditional.</p>	<p>Zadeva: Pogodba o prodaji in prenosu z dne 30. junija 2010 ("Prodajna pogodba") med družbami ISTRABENZ, holdinška družba, d.d., ATLANTIC NALOŽBE d.o.o. in ATLANTIC GRUPA d.d.</p> <p>Na podlagi točke 2 Priloge 6 zgoraj navedene Prodajne pogodbe, vsak od nas, ISTRABENZ, holdinška družba, d.d., ATLANTIC NALOŽBE d.o.o. in ATLANTIC GRUPA d.d. potrjuje, da je kupnina, izračunana na podlagi 3.1 člena Prodajne pogodbe [•] EUR. ISTRABENZ, holdinška družba, d.d., ATLANTIC NALOŽBE d.o.o. in ATLANTIC GRUPA d.d. potrjujemo, da bomo nadaljevali z Izvršitvijo v odvisnosti od nastopa brezpogojnosti Dodatnih pogodb o nakupu delnic.</p>

ISTRABENZ, holdinška družba, d.d.

By/Podpisnik:

.....

Name/Ime in priimek:

Title/Naziv:

ATLANTIC GRUPA d.d.

By/Podpisnik:

.....

Name/Ime in primek:

Title/Naziv:

ATLANTIC NALOŽBE d.o.o.

By/Podpisnik:

.....

Name/Ime in priimek:


Title/Naziv:

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IN WITNESS WHEREOF each party intends this Agreement to be a deed and accordingly each Party or each of their duly authorised representatives executes and delivers it as such.

SIGNED and DELIVERED as a DEED on)
behalf of ISTRABENZ, holdinška družba,)
d.d., a Slovenian joint-stock company, by)
Tomaž Berlocnik being a person who, in)
accordance with the law of that territory, is)
acting under the authority of the company:)


Signature



Authorised signatory

SIGNED and DELIVERED as a DEED on)
behalf of ATLANTIC NALOŽBE d.o.o., a)
company incorporated in Slovenia, by)
Emil Tedeschi as attorney for Neven)
Vranković under a power of attorney dated)
29 June 2010, being a person who, in)
accordance with the law of that territory, is)
acting under the authority of the company:

Signature



Authorised signatory

SIGNED and DELIVERED as a DEED on)
behalf of ATLANTIC GRUPA d.d., a joint)
stock company incorporated in Croatia, by)
Emil Tedeschi being a person who, in)
accordance with the law of that territory, is)
acting under the authority of the company:)

Signature



Authorised signatory

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