

AMENDMENT AGREEMENT TO THE FACILITY AGREEMENT

This amendment agreement (the "**Amendment Agreement**") is entered into on _____, between:

- 1) **SZRB Asset Management, a.s.**, Vazovova 2, 811 07 Bratislava, Slovak Republic, ID number: 47 759 097, registered with the Commercial Registry of the District Court Bratislava I, section Sa, insert No. 5949/B, and acting on behalf **Slovenský zaručný a rozvojový fond, s.r.o.**, a special purpose vehicle incorporated under the laws of the Slovak Republic, having its seat at Dvořákovo nábrežie 4, 811 02 Bratislava, Slovak Republic, company identification number 44 690 487, registered with the Commercial Registry of the District Court Bratislava I, section Sro, insert No. 57505/B, ("**SZRF**" or the "**Lender**"), acting through and on the account of the JEREMIE Holding Fund;

and

- 2) **Slovenská záručná a rozvojová banka, a.s.**, Štefánikova 27, 814 99 Bratislava, Slovak Republic, ID number: 00 682 420, registered with the Commercial Registry of the District Court Bratislava I, section Sa, insert No. 3010/B (the "**Borrower**")

The Lender and the Borrower are hereinafter jointly referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- 1) In the context of the JEREMIE initiative in Slovakia, the Parties entered into a portfolio risk sharing facility agreement (PRSL) dated 18 December 2015, as amended or amended and restated from time to time (the "**Facility Agreement**").
- 2) The Parties hereby wish to amend the Facility Agreement subject to, and in accordance with, the terms of this Amendment Agreement.

IT IS HEREBY AGREED:

1. INTERPRETATIONS

- (a) Capitalised terms used in this Amendment Agreement shall, unless otherwise defined herein, have the meanings attributed to them in the Facility Agreement.
- (b) The headings used in this Amendment Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Amendment Agreement.

2. AMENDMENTS TO THE FACILITY AGREEMENT

With effect as from the day immediately following the day on which this signed Amendment Agreement has been published by the Borrower pursuant to Section 5a of the Slovak Act No. 211/2000 Coll. on free access to information (as amended) in the central registry of contracts maintained by the Government Office of the Slovak Republic (*Úrad vlády Slovenskej republiky*) (the

"Amendment Effective Date"), the following amendments shall be made to the Facility Agreement (the **" Amendments"**):

- (i) The paragraph 10 of Schedule 1 (Specific terms) of the Facility Agreement shall be deleted in its entirety and replaced with the following wording:

"The Commitment shall be an amount equal to:

EUR 14,000,000"

- (ii) The paragraph 37 of Schedule 1 (Specific terms) of the Facility Agreement shall be deleted in its entirety and replaced with the following wording:

"The Reference Portfolio Amount shall be an amount equal to:

EUR 20,000,000"

3. REPRESENTATIONS AND UNDERTAKING

By countersigning this Amendment Agreement, the Borrower represents to the Lender that all Representations made by it pursuant to Clause 18 (*Representations*) of the Facility Agreement are true and accurate as of the date of this Amendment Agreement.

4. MISCELLANEOUS

- 4.1 Except for any amendment to the Facility Agreement made pursuant to this Amendment Agreement, all terms and conditions of the Facility Agreement will continue in full force and effect in accordance with its provisions on the date of this Amendment Agreement.
- 4.2 From the date hereof any reference in the Facility Agreement to "this Agreement" shall be read and construed as a reference to the Facility Agreement as amended by this Amendment Agreement.
- 4.3 No amendment, modification or waiver in respect of the matters contemplated by this Amendment Agreement will be effective unless made, *mutatis mutandis*, in the manner set out in the Facility Agreement.
- 4.4 This Amendment Agreement may be executed and delivered in counterparts (including by facsimile transmission), each of which will be deemed an original.
- 4.5 This Amendment Agreement has been entered into on the date stated at the beginning of this Amendment Agreement and shall become effective on the Amendment Effective Date.

5. GOVERNING LAW AND JURISDICTION

Clause 44 (*Governing law*) and Clause 45 (*Enforcement*) of the Facility Agreement shall apply *mutatis mutandis* to this Amendment Agreement.

[signature page to follow]

IN WITNESS WHEREOF the Parties have executed this Amendment Agreement on the respective dates specified below.

THE LENDER

Slovenský zaručný a rozvojový fond, s.r.o.

represented by the **SZRB Asset Management, a.s.** pursuant to a power of attorney dated 14 January 2016

By: _____
Ing. Pavol Komzala
Title: Member of the Board of Directors
Company: SZRB Asset Management, a.s.

By: _____
Ing. Peter Dittrich, PhD.
Title: Chairman of the Board of Directors
Company: SZRB Asset Management, a.s.

Date: _____

Date: _____

THE BORROWER

Slovenská záručná a rozvojová banka, a.s.

By: _____
Ing. Dušan Tomašec
Title: Chairman of the Board of Directors

By: _____
Ing. Peter Ševčovic
Title: Deputy Chairman of the Board of
Directors

Company: Slovenská záručná a rozvojová banka,
a.s.

Company: Slovenská záručná a rozvojová
banka, a.s.

Date: _____

Date: _____