

SCHEDULE 8 - WARRANTIES

1. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

1.1 Organisation

1.1.1 The Company is a company established under the laws of Slovakia.

1.2 Authority

1.2.1 The Company has the legal right and full power and authority to enter into and perform this Agreement and to execute any other documents to be executed by it pursuant to or in connection with this Agreement and to perform its obligations hereunder.

1.2.2 The Company is registered in register of public sector partners.

1.3 Authorisations and approvals

1.3.1 All corporate authorisations and approvals necessary for the entry into this Agreement by the Company have been obtained and are in full force and effect.

1.4 No conflicting instruments

1.4.1 Neither the entry into this Agreement nor the consummation or performance by the Company of any of the obligations and/or transactions contemplated herein will contravene, conflict with, or result in a violation of any provision of the Company's constitutional documents.

1.5 Binding effect

1.5.1 This Agreement constitutes the Company's legal, valid and binding obligations that are enforceable in accordance with its terms.

1.6 Litigation

1.6.1 There are no actions, suits or proceedings pending or, to its knowledge, threatened, involving the Company or its business, before any governmental authority which could have the effect of preventing, materially delaying or otherwise materially interfering with the transactions contemplated by this Agreement.

2. REPRESENTATIONS AND WARRANTIES OF SLOVAKIA

2.1 Authority

2.1.1 Slovakia has the legal right and full power and authority to enter into and perform this Agreement and to execute any other documents to be executed by it or any Government Entity pursuant to or in connection with this Agreement.

2.2 Binding effect

2.2.1 This Agreement constitutes Slovakia's legal, valid and binding obligations that are enforceable in accordance with its terms.

2.3 Authorisations and approvals

- 2.3.1 All authorisations and approvals necessary or desirable for Slovakia's entry into this Agreement and performance of its obligations and undertakings under this Agreement have been obtained and are in full force and effect and have been and are being complied with. No such authorisation has been breached or is likely to be suspended, cancelled, refused, modified or revoked. In particular, Slovakia has taken all necessary steps to provide for sufficient funds in the state budgets and the availability of funds within the Ministry in order to meet its obligations under this Agreement in a timely manner.

2.4 General Public Infrastructure

- 2.4.1 The Pre-Planned GPI is not yet finished, but the plans to develop the Pre-Planned GPI have existed prior to the Company or the Company's Affiliate(s) made contact with Slovakia in respect of the Project. The construction of the Pre-Planned GPI has not been in any way motivated or driven by the Project or needs of the Company.

2.5 Litigation

- 2.5.1 There are no actions, suits or proceedings pending or threatened in respect of Slovakia or the Project before any Government Entity which could have the effect of preventing, delaying or otherwise interfering with the implementation of the Project as contemplated by this Agreement.

2.6 Permits required for the Site preparation

- 2.6.1 Slovakia shall procure to obtain all permits, licenses and authorizations required for the Site Remediation Works.