

**DEED OF GIFT**

**Made pursuant § 30 of Act No. 566/2001 Coll. on securities and investment services and § 628 and subsequent Act No. 40/1964 Coll. of the Civil Code as amended between the following contracting parties:**

**Donor:**

Name and surname/Business name: .....  
Personal identification No./IČO (Company identification No.): .....  
Domicile/Corporate domicile: .....  
Record in the Commercial Register\*: .....  
Represented by\*: .....  
(\* in the case of Donor who is legal entity)  
(hereinafter „Donor“)

and

**Donee:**

Name and surname/Business name: .....  
Personal identification No./IČO (Company identification No.): .....  
Domicile/Corporate domicile: .....  
Record in the Commercial Register\*: .....  
Represented by\*: .....  
(\* in the case of Donor who is legal entity)  
(hereinafter „Donee“)

**I.**

1. The subject-matter of donation are securities – shares of Issuer Železiarne Podbrezová a. s., with the registered office Kolkáreň 35, 976 81 Podbrezová, IČO: 31 562 141, incorporated in the Commercial Register of the District Court Banská Bystrica, section: Sa, insert No.: 69/S (hereinafter „Company“). They are the shares with numerical specifications from the number ..... to the number ..... issued by Company in the 1<sup>st</sup> issue on 15. 06. 2007 in the amount of ..... pieces as registered share warrants. They are ordinary shares and no special rights are connected with them. The amount of one share is EUR 34 (in words: Euro thirty four). The shares of Company are not publicly merchantable. According to Articles of Incorporation of Company their negotiability is restricted by the prior written approval of Company. The exclusive owner of the above mentioned shares is Donor.
2. Company granted the written approval to the transfer of the above mentioned shares on the .....
3. Donor gives the shares mentioned in article I. point 1. of this Deed to Donee and Donee accepts this gift as his/her exclusive ownership.

**II.**

1. Donor declares that the shares which are the subject-matter of donation are not encumbered by any burden or by lien.
2. Donee takes cognizance of the fact that Donor can demand the return of gift as long as Donee would act as regards Donor and the members of Donor's family in such manner that he/she would grossly violate good morals.

**III.**

Translation from Slovak Original

1. The transfer of share warrants is effectuated in accordance with § 156 par. 4 of Act No. 513/1991 Coll., Commercial Code as amended, i.e. by endorsement and delivery of shares. In the endorsement the name and surname, legal residence and personal identification number of natural person (business name, domicile, company identification number) who is an assignee, shareholder's signature who transfers registered shares, and the day of the transfer of registered shares are stated. The day of the transfer is the day of the acceptance of a share endorsed by Donee. The endorsement will contain appropriate provisions of amended Act on bills and cheques No. 191/1950 Coll. as amended.
2. Donor is obligated to secure endorsements for the transferred shares and to give them to Donee at the signing of this Deed.
3. For the transfer of registered shares against Company (Issuer) to be affective the record of the change in person of a shareholder in the cost book is requested. Company is obligated to secure the execution of such record change in the cost book without delay after the change in person of a shareholder is proved, otherwise Company is liable for damage.
4. In accordance with art. VI. RIGHTS AND DUTIES OF SHAREHOLDERS of valid Articles of Incorporation of Company the shareholder is obligated to request Company to secure the record of the change in person of the shareholder without delay following the occurrence of such change. In order to prove the change in person of the shareholder for the purpose of the transfer of shares it is deemed necessary to present also the original or the authenticated copy of the shares transfer agreement, while the request for the secure of the record of the above mentioned change is submitted by the transferring shareholder.
5. For the purposes of this Deed it is deemed that the obligation to secure the execution of the change of the record in the cost book without delay is complied with by the entry of the record of Donee in the cost book on the day of the delivery of the complete request to Company.

IV.

1. This Deed comes into force and effect on the day of its signing by the last contracting party.
2. This Deed is executed in the Slovak language in three authentic copies out of which Donor obtains two copies and Donee one copy.
3. The contracting parties agreed that the provisions of this Deed are confidential.
4. The relations of the contracting parties arising from this Deed, if not explicitly otherwise stated therein, are governed by appropriate provisions of Act on securities, Civil Code as amended and other valid legal regulations of the Slovak Republic.
5. The contracting parties having read the wording of this Deed declare that they understood its content and that Deed is their free act and deed devoid of any errors and as a sign of this they affix their signatures thereto.

In ..... on .....

On behalf of Donor:

On behalf of Donee:

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