

Republika Slovenija, ki jo na podlagi pooblastila Vlade Republike Slovenije št. 30500-6/2017/4 z dne 12.10.2017 zastopa Zdravko Počivalšek, minister za gospodarski razvoj in tehnologijo (v nadaljnjem besedilu: Republika Slovenija)	Republic of Slovenia, represented by Zdravko Počivalšek, Minister of Economic Development and Technology, on the basis of authorisation of the Government of the Republic of Slovenia number 30500-6/2017/4 dated 12. October 2017 (hereinafter the »Republic of Slovenia«)
Davčna številka: 17659957	Tax number: 17659957
Matična številka: 5854814000	Registration number: 5854814000
OBČINA HOČE – SLIVNICA, Spodnje Hoče, Pohorska cesta 15, 2311 Hoče, ki jo zastopa župan Dr. Marko Soršak (v nadaljnjem besedilu: Občina)	OBČINA HOČE - SLIVNICA, Spodnje Hoče, Pohorska cesta 15, 2311 Hoče, represented by mayor Dr. Marko Soršak (hereinafter the »Municipality«)
Davčna številka: 24685844	Tax number: 24685844
Matična številka: 1365568000	Registration number: 1365568000
in	and
MAGNA STEYR, avtomobilski dobavitelj d.o.o., Tivolska cesta 48, 1000 Ljubljana, ki ga zastopata direktorja Anton Hermann Schantl in Karl Friedrich Stracke (v nadaljnjem besedilu: Investitor)	MAGNA STEYR, avtomobilski dobavitelj d.o.o., Tivolska cesta 48, 1000 Ljubljana, represented by directors Anton Hermann Schantl and Karl Friedrich Stracke (hereinafter the »Investor«)
Davčna številka: 81528108	Tax number: 81528108
Matična številka: 7159641000	Registration number: 7159641000
(v nadaljnjem besedilu Republika Slovenija, Občina in Investitor skupaj kot "Stranke" ter posamezno kot "Stranka")	(hereinafter: Republic of Slovenia, the Municipality and the Investor together the "Parties" and each individually a "Party")
in	and
MAGNA Metalforming AG, Technologiestrasse 8, 1120 Dunaj, Avstrija, ki ga zastopata izvršni direktor Gerd Richard Brusius in na podlagi	MAGNA Metalforming AG, Technologiestrasse 8, 1120 Vienna, Austria, represented by managing director Gerd Richard Brusius and

pooblastila prokurista Dietmarja Pergerja g. Günther Apfalter (v nadaljnjem besedilu: MAGNA Metalforming AG ali Porok)	Mr. Günther Apfalter on the basis of PoA of procurist Dietmar Perger (hereinafter "MAGNA Metalforming AG" or "Guarantor")
sklepajo	conclude
POGODBO O IZVEDBI STRATEŠKE INVESTICIJE NA RAZVOJNEM OBMOČJU št. Magna-2017-MG	AGREEMENT ON THE IMPLEMENTATION OF THE STRATEGIC INVESTMENT IN THE DEVELOPMENT AREA št. Magna-2017-MG
(v nadaljnjem besedilu: Pogodba)	(hereinafter »Agreement«)
UVODNE DOLOČBE	INTRODUCTORY PROVISIONS
1. člen	Article 1
Stranke uvodoma ugotavljajo naslednje:	The Parties initially note that:
1) Investitor je dne 27.2.2017 na podlagi 7. člena Zakona o zagotavljanju pogojev za izvedbo strateške investicije na razvojnem območju v Občini Hoče – Slivnica, objavljenega v Uradnem listu Republike Slovenije, št. 85/16 (v nadaljnjem besedilu: ZZPISI), na Ministrstvo za gospodarski razvoj in tehnologijo (v nadaljnjem besedilu: ministrstvo) vložil vlogo za ugotovitev obstoja pogojev iz 5. člena ZZPISI.	1) On 27 February 2017, the Investor filed an application on the basis of Article 7 of the Act on the conditions for the implementation of the strategic investment in the development area in the municipality Hoče – Slivnica, published in the Official Journal of the Republic of Slovenia, No. 85/16, (hereinafter also: "ZZPISI") with the Ministry of Economic Development and Technology (hereinafter also the "Ministry") for determining the existence of conditions referred to in Article 5 of ZZPISI.
2) Strateška investicija je skladno s 5. členom ZZPISI investicija (v nadaljnjem besedilu: Strateška Investicija), ki:	2) A strategic investment is an investment in accordance with Article 5 of ZZPISI (hereinafter "Strategic Investment") which:
a) v vrednosti presega 100.000.000,00 EUR,	a) is worth more than EUR 100,000,000.00,
b) ustvarja najmanj 1000 delovnih mest na območju Občine Hoče – Slivnica, ki predstavlja širšo okolico Maribora,	b) is creating more than 1000 jobs in the area of the Municipality Hoče – Slivnica, which is in the outskirts of Maribor,
c) zagotavlja dolgoročno ohranitev investicijskega projekta in proizvodnje v Republiki Sloveniji v trajanju najmanj deset let od sklenitve pogodbe o izvedbi strateške investicije na razvojnem območju in v tem obdobju ustvari zahtevano število delovnih mest, in	c) which shall provide for a long-term preservation of the investment project and production in the Republic of Slovenia for at least 10 years after the conclusion of the agreement on implementation of the strategic investment in the strategic development area and shall create the required number of jobs, and
d) je zaradi prostorskih, tehnoloških in	d) is appropriate to be placed in the

<p>logističnih potreb primerna za umestitev v razvojno območje in pospešuje gospodarsko rast in zaposlovanje ter skladen regionalni razvoj.</p>	<p>development area due to spatial, technological and logistical needs and promotes economic development and coherent regional development.</p>
<p>3) Lokacija in obseg razvojnega območje v Občini Hoče–Slivnica (v nadaljnjem besedilu: Razvojno Območje) sta bila skladno s 4. členom ZZPISI določena v prostorskem načrtu Občine (Odlok o občinskem prostorskem načrtu Občine Hoče-Slivnica, Medobčinski uradni vestnik Štajerske in Koroške regije, št. 28/2014, (med drugim) spremenjenim z Odlokom o spremembah in dopolnitvah odloka o Občinskem prostorskem načrtu Občine Hoče - Slivnica Spremembe in dopolnitve 2, Medobčinski uradni vestnik Štajerske in Koroške regije, št. 6/2017 in z vsemi drugimi (morebitnimi) spremembami in dopolnitvami) ali v kateremkoli relevantnem občinskem prostorskem načrtu (v nadaljnjem besedilu: Prostorski Načrt).</p>	<p>3) The location and the size of the development area in the Municipality Hoče-Slivnica (hereinafter: "Development Area") pursuant to Article 4 of ZZPISI is determined in the municipal spatial plan of the Municipality (Odlok o občinskem prostorskem načrtu Občine Hoče-Slivnica, Medobčinski uradni vestnik Štajerske in Koroške regije, št. 28/2014, as subsequently amended by including (without limitation) Odlok o spremembah in dopolnitvah odloka o Občinskem prostorskem načrtu Občine Hoče - Slivnica Spremembe in dopolnitve 2, Medobčinski uradni vestnik Štajerske in Koroške regije, št. 6/2017) or any other relevant municipal spatial plan (hereinafter "Spatial Plan").</p>
<p>4) V skladu s prvim odstavkom 8. člena ZZPISI je bila ustanovljena komisija, ki je v skladu s četrnim odstavkom 8. člena ZZPISI dne 6.3.2017 na podlagi vloge Investitorja podala pozitivno mnenje o izpolnjevanju pogojev investitorja in investicije za strateško investicijo (v nadaljnjem besedilu: Investicija), zato je Ministrstvo predlagalo Vladi Republike Slovenije, naj sprejme sklep o ugotovitvi izpolnjevanja pogojev za Strateško Investicijo na Razvojnem Območju.</p>	<p>4) In accordance with paragraph one of Article 8 of ZZPISI, the commission was formed which in accordance with paragraph four of Article 8 of ZZPISI on 6 March 2017 gave its positive opinion on the fulfilment of the conditions for a Strategic Investment based on the application of the Investor (hereinafter "Investment") and therefore the Ministry proposed to the Government of the Republic of Slovenia to adopt a resolution on the fulfilment of conditions for Strategic Investment in the Development Area.</p>
<p>5) Vlada Republike Slovenije je na podlagi 4. odstavka 8. člena ZZPISI dne 16. 3. 2017 sprejela sklep št. 30500-3/2017/4, s katerim je ugotovila, da projekt, kot je opredeljen v vlogi Investitorja, izpolnjuje pogoje za strateško investicijo na razvojnem območju iz 5. člena ZZPISI (v nadaljnjem besedilu: Sklep).</p>	<p>5) The Government of the Republic of Slovenia on 16 March 2017 adopted a resolution Nr. 30500-3/2017/4 in accordance with paragraph four of Article 8 of ZZPISI, by virtue of which it established that conditions for strategic investment in the development area regarding the project of the Investor, as defined in the application, are fulfilled (hereinafter "Resolution").</p>
<p>6) Izvedba Investicije je skladno s 6. členom ZZPISI v javno korist zaradi pospeševanja gospodarske rasti in zaposlovanja, ustvarjanja novih delovnih mest in zagotavljanja skladnega regionalnega razvoja.</p>	<p>6) The implementation of the Investment is for the benefit of the public in accordance with Article 6 of ZZPISI due to the promotion of economic development and employment, creation of jobs and provision of coherent regional development.</p>
<p>7) V skladu s 3. členom ZZPISI je zagotovitev</p>	<p>7) In accordance with Article 3 of ZZPISI, the</p>

<p>pogojev za izvedbo Strateške Investicije v javnem interesu, zato je ta Pogodba sklenjena v javnem interesu, zato lahko stranke prosto urejajo obligacijsko razmerje le, v kolikor to ni v nasprotju z Ustavo Republike Slovenije, z ZZPISI ali drugimi prisilnimi predpisi ali moralnimi načeli, ki veljajo v Republiki Sloveniji v času podpisa te Pogodbe.</p>	<p>provision of the conditions for the implementation of Strategic Investment is in public interest, thus this Agreement is concluded in public interest, so the regulation of contractual obligation can only be freely determined insofar it is not contrary to the Constitution of the Republic of Slovenia, to ZZPISI and other mandatory rules or moral principles, in force in the Republic of Slovenia at the time of signing of this Agreement.</p>
<p>8) Investicija mora biti, vključno z gradbenimi deli in ustvarjanjem delovnih mest, izvedena v skladu z veljavno zakonodajo Republike Slovenije.</p>	<p>8) The Investment shall be implemented in accordance with legislation in force in the Republic of Slovenia, including construction works and creation of jobs.</p>
<p>9) Namen te Pogodbe je urediti pravice in obveznosti Strank skladno z ZZPISI in Sklepom.</p>	<p>9) The purpose of this Agreement is to regulate rights and obligations of the Parties pursuant to ZZPISI and the Resolution.</p>
<p>10) Investitor in Občina sta, za namen izvedbe Investicije v zvezi s pridobitvijo stavbne pravice in lastninske pravice na nepremičninah na Razvojnem Območju, dne 27.9.2017 podpisala Pogodbo o ustanovitvi stavbne pravice in pogodbo o nakupu sredstev (v nadaljnjem besedilu: Nepremičninska Pogodba). Kopija Nepremičninske Pogodbe je Priloga 6 in so iz nje razvidne obveznosti Občine in Investitorja.</p>	<p>10) For the purpose of the implementation of the Investment concerning the acquisition of the building right and the ownership of real estate in the Development Area the Investor and the Municipality signed on 27 September 2017 the Agreement on Establishment of the Building Right and Asset Purchase Agreement (hereinafter the "Real Estate Agreement"). A copy of the Real Estate Agreement is attached to this Agreement as Schedule 6 and the obligations of the Municipality and the Investor under the Real Estate Agreement are evident therefrom.</p>
<p>PRAVNA PODLAGA</p>	<p>LEGAL BASIS</p>
<p>2. člen</p>	<p>Article 2</p>
<p>Ta Pogodba se sklepa na podlagi 9. člena ZZPISI in Sklepa.</p>	<p>This Agreement is concluded pursuant to Article 9 of ZZPISI and the Resolution.</p>
<p>PREDMET POGODBE</p>	<p>SUBJECT MATTER OF THIS AGREEMENT</p>
<p>3. člen</p>	<p>Article 3</p>
<p>1) Ta Pogodba ureja pravice in obveznosti Strank v zvezi z izvedbo Strateške Investicije.</p>	<p>1) This Agreement regulates rights and obligations of the Parties with regard to the</p>

<p>Ta pogodba vsebuje zavezo Investitorja, da bo njegova investicija (projekt Nukleus) na Razvojnem Območju (1. in 2. faza), preseгла vrednost 100.000.000,00 EUR in ustvarila najmanj 1000 novih delovnih mest v roku 10 let od sklenitve te Pogodbe, skladno z drugo točko drugega odstavka 9. člena ZZPISI v povezavi s 5. členom ZZPISI.</p>	<p>implementation of the Strategic Investment.</p> <p>The agreement includes an undertaking of the Investor that its investment (project Nukleus) in the Development Area (Phase 1 and Phase 2) shall exceed the value of EUR 100,000,000.00 and shall create at least 1,000 new jobs within 10 years from the conclusion of the Agreement, pursuant to Article 9, paragraph two, point two of ZZPISI in connection with Article 5 of ZZPISI.</p>
<p>2) Za namene te Pogodbe imajo izrazi naslednji pomen:</p>	<p>2) For the purposes of this Agreement, the terms shall have the following meaning:</p>
<p>Povezana oseba pomeni smiselno povezane osebe skladno z Zakonom o gospodarskih družbah, pri čemer bo definicija vsebovala tudi družbe, ki so ustanovljene zunaj Slovenije. V izogib dvomu se MAGNA STEYR AG & Co KG, MAGNA STEYR Fahrzeugtechnik AG & Co KG in Magna Metalforming AG (brez omejitev) štejejo za Povezane Osebe Investitorja.</p>	<p>"Affiliate" shall mean <i>mutatis mutandis</i> associated companies (<i>povezane osebe</i>) in accordance with Companies Act, provided however that this shall include also companies established outside Slovenia. For avoidance of doubt, MAGNA STEYR AG & Co KG, MAGNA STEYR Fahrzeugtechnik AG & Co KG and Magna Metalforming AG, shall be (without limitation) deemed Affiliates of the Investor.</p>
<p>Območje za 1. fazo pomeni ustrezne nepremičnine, potrebne za 1. fazo, kot je razvidno iz Priloge 1.</p>	<p>Area for Phase 1 shall mean the relevant real estate required for Phase 1, as can be seen from Schedule 1.</p>
<p>Območje za 2. fazo pomeni Razvojno Območje brez Območja za 1. fazo.</p>	<p>Area for Phase 2 shall mean the Development Area, less the Area for Phase 1.</p>
<p>Začetek izvajanja Investicije pomeni začetek gradnje Lakirnice.</p>	<p>"Commencement of Implementation of Investment" shall mean that the construction of the Paint Shop commences.</p>
<p>Vzpostavitev Investicije pomeni, da Lakirnica postane pripravljena za obratovanje (to pomeni, čisto prve karoserije so polakirane v Lakirnici).</p>	<p>"Completion of Implementation of Investment" shall mean the Paint Shop becoming operational (i.e. the very first vehicle bodies are painted in the Paint Shop).</p>
<p>Lakirnica pomeni lakirnico in vse pripadajoče stavbe in infrastrukturo, v bistvenem opisano v postopku pridobitve okoljevarstvenega soglasja (Priloga 5) pred ARSO (Agencija Republike Slovenije za okolje), postopek št. 35402-97/2017, v vlogi Investitorja z dne 27.2.2017 in pripadajočih prilogah, kakor je bila naknadno spremenjena z vlogami z dne 29.3.2017, 3.4.2017, 26.6.2017 in 18.7.2017.</p>	<p>"Paint Shop" means the paint shop and any appurtenant buildings and infrastructure, substantially as described in the proceeding for obtaining of the environmental protection consent (okoljevarstveno soglasje; Schedule 5) before ARSO (Agencija Republike Slovenije za okolje), proceeding no. 35402-9/2017 in the application of the Investor dated 27 February 2017 and schedules thereto, as subsequently amended with submissions dated 29 March 2017, 3 April 2017, 26 June 2017, 18 July 2017.</p>
<p>1. faza pomeni načrtovano prvo fazo Investicije in</p>	<p>"Phase 1" means the intended first phase of the Investment, namely the construction of the</p>

sicer gradnjo Lakirnice.	Paint Shop.
2. faza pomeni eno ali več dodatnih faz Investicije, in sicer potencialno gradnjo dodatnih stavbnih kompleksov in infrastrukture na Območju za 2. fazo, če in ko tako odloči Investitor.	"Phase 2" means one or more additional phases of the Investment, namely the potential construction of additional building complexes and infrastructure at the Area for Phase 2, if and when so decided by the Investor.
4. člen	Article 4
1) Stranke soglašajo, da je do Začetka izvajanja Investicije prišlo 5. 10. 2017.	1) The Parties mutually agree that the Commencement of Implementation of Investment already has occurred on 5 October 2017.
2) Do Vzpostavitve Investicije mora priti v petih letih po sklenitvi te Pogodbe.	2) The Completion of Implementation of Investment shall occur within 5 years after the conclusion of this Agreement.
5. člen	Article 5
1) Investitor mora izvesti investicijo v desetih letih od sklenitve te Pogodbe na način, da bo izpolnjevala naslednji dve zahtevi:	1) The Investor is required to implement the investment within ten years as from the conclusion of the Agreement in order that it meets the following two requirements:
a) Investicija bo v vrednosti presegla 100.000.000,00 EUR (sto milijonov evrov). Pri določanju višine zneska, ki ga vloži Investitor, se upoštevajo zgolj stroški in izdatki Investitorja in katere koli Povezane Osebe Investitorja (v nadaljnjem besedilu: Povezana Oseba Investitorja), v zvezi z Investicijo (v nadaljnjem besedilu: Znesek, ki ga vloži Investitor) v skladu s to določbo, kar na primer vključuje (brez omejitev):	a) The investment shall exceed a value of EUR 100,000,000.00 (one hundred million Euros). In determining the amount invested by the Investor, only costs and expenses of the Investor and of any Affiliate of the Investor (hereinafter: the "Investor's Affiliate") in relation to the Investment shall be taken into account (hereinafter "Amount Invested by the Investor"), in accordance with this clause, which for example shall include (without limitation):
i. stroške in izdatke Investitorja ali katere koli Povezane Osebe Investitorja za ustanovitev katere koli stavbne pravice na Razvojnem Območju;	i. costs and expenses of the Investor or any Investor's Affiliate for the establishment of any building right (<i>stavbna pravica</i>) within the Development Area;
ii. stroške in izdatke Investitorja ali katere koli Povezane Osebe Investitorja v zvezi z nakupom katere koli nepremičnine, ki se nahaja na Razvojnem Območju;	ii. costs and expenses incurred by the Investor or any Investor's Affiliate in relation to the purchase of any real estate located in the Development Area;

<p>iii. gradbene stroške in izdatke Investitorja ali katere koli Povezane Osebe Investitorja za katero koli gradnjo na Razvojnem Območju in v njegovi Okolici (npr. stavbe, infrastruktura, kot je gradnja cest, plinovodi in električni vodi, vodovodne in kanalizacijske cevi);</p>	<p>iii. construction costs and expenses incurred by the Investor or any Investor's Affiliate for any construction in the Development Area and its Perimeter (e.g. buildings, infrastructure such as road constructions, gas and power lines, water and sewage pipelines);</p>
<p>iv. stroške in izdatke Investitorja ali katere koli Povezane Osebe Investitorja za orodje, mehanizacijo, opremo ali katera koli druga premična ali nepremična sredstva, ki se nahajajo na Razvojnem Območju; ter</p>	<p>iv. costs and expenses incurred by the Investor or any Investor's Affiliate for tooling, machinery, equipment or any other movable or immovable assets located in the Development Area; and</p>
<p>v. katere koli druge (notranje in zunanje) stroške in izdatke Investitorja ali katere koli Povezane Osebe Investitorja, povezane z investicijo (med drugim, vendar brez omejitve, stroške zunanjih svetovalcev, stroške načrtovanja in zagona, priključnine), pri čemer najvišji znesek notranjih stroškov, ki se upoštevajo v okviru Zneska, ki ga vložijo Investitor, ne sme presegati 15 % Zneska, ki ga vložijo Investitor.</p>	<p>v. any other (internal and external) costs and expenses of the Investor or any Investor's Affiliate associated with the Investment (including but not limited to costs of external advisors, planning and launch costs, connection charges), whereas the maximum amount of internal costs relevant for the Amount Invested by the Investor shall not exceed 15% of the Amount Invested by the Investor.</p>
<p>Od Zneska, ki ga vložijo Investitor, se odštejejo zneski (subvencije, podpore), ki jih investitor prejme s strani Republike Slovenije, Občine ali katerekoli druge pravne osebe javnega prava po slovenskem javnem pravu. Stroški dela za osebje (v obsegu, v katerem se to osebje upošteva pri številu ustvarjenih delovnih mest), se prav tako ne upoštevajo pri določanju Zneska, ki ga vložijo Investitor.</p>	<p>The Amount Invested by the Investor shall be reduced by amounts (grants, subventions) received from the Republic of Slovenia, the Municipality or any other legal person under Slovenian public law. Labour costs for personnel (to the extent such personnel is taken into account in the Number of Created Jobs) shall also not be taken into account when determining the Amount Invested by the Investor.</p>
<p>Pri določitvi Zneska, ki ga vložijo Investitor, se lahko upoštevajo zgolj stroški in izdatki, ki so nastali po 30.11.2016. Za zgornje namene »notranji stroški« pomenijo stroške, povezane z Investicijo za zaposleno osebje in pripadajoče sorazmerne materialne stroške (npr. IT, pisarne).</p>	<p>For a determination of the Amount Invested by the Investor, only costs and expenses that incurred after 30 November 2016 can be taken into account. For purposes of above "internal costs" shall mean Investment related costs for personnel employed and the associated proportional material costs (e.g. IT, office space).</p>
<p>Zgolj kot referenca vsebuje Priloga 2 k tej Pogodbi seznam nekaterih stroškov in izdatkov, za katere se na datum sklenitve te Pogodbe pričakuje, da</p>	<p>For reference purposes only, Schedule 2 to this Agreement contains a list of some of the costs and expenses expected at the date of this</p>

bodo nastali Investitorju v zvezi z Investicijo, in ki se upoštevajo kot Znesek, ki ga vloži Investitor.	Agreement to be incurred by Investor in relation to the Investment and which shall qualify as Amount Invested by the Investor.
b) Investicija bo ustvarila najmanj 1000 delovnih mest v na območju Občine Hoče –Slivnica in v njeni Okolici.	b) The Investment shall create at least 1,000 jobs in the area of the Municipality of Hoče-Slivnica and its surrounding Perimeter.
Za namen določitve števila ustvarjenih delovnih mest (v nadaljnjem besedilu: Število ustvarjenih delovnih mest) v skladu s to določbo se bodo štela vse delovna mesta, ustvarjena zaradi investicije Investitorja:	For the purposes of the determination of the number of created jobs (hereinafter also "Number of Created Jobs") in accordance with this clause, all job positions created as a result of an Investor's investment shall be taken into account:
a. glede na vrsto zaposlitve: vse vrste zaposlitve s polnim delovnim časom (vključno z zaposlitvijo za nedoločen čas, zaposlitvijo za določen čas in/ali zaposlitvijo napotениh delavcev, pri čemer lahko napoteni (agencijski) delavci predstavljajo največ 20 % vseh zaposlenih); študentsko delo in podobne vrste zaposlitve so izključene, zaposlitve s krajšim delovnim časom od polnega se upoštevata sorazmerno;	i. with regard to the type of employment: any type of full time employment (including employment for an indefinite period of time, employment for a definite period of time and/or employment of agency workers; whereas only 20 % of all employees can be agency workers); student work and similar type of employment are excluded, part time jobs shall be taken into account proportionately;
ii. glede na delodajalca:	ii. with regard to the employer:
(y) vse osebe, zaposlene neposredno pri Investitorju; in	(y) any personnel employed directly by the Investor; and
(z) osebe, zaposlene pri Povezani Osebi Investitorja, osebe, zaposlene pri pogodbenih strankah, ponudnikih storitev ali podizvajalcih Investitorja ali Povezane Osebe Investitorja, v vseh primerih v obsegu, kolikor to osebe delo opravlja na Razvojnem Območju ali njegovi Okolici in če je njihovo delo neposredno povezano z Investicijo in če so dohodki tega osebja predmet obdavčenja v Sloveniji v Sloveniji pa se plačujejo tudi njihovi prispevki.	(z) personnel employed by an Investor's Affiliate, personnel employed by contractors, service providers or subcontractors of the Investor or an Investor's Affiliate, in each case to the extent such personnel carries out its work in the Development Area or its Perimeter and its work is directly connected with the Investment, and such personnel's income is subject to taxation in Slovenia and contributions are paid in Slovenia.
Z namen te Pogodbe pomeni »Okolica« območje 20 km okoli Razvojnega Območja. V izogib dvomu se za zaposlene osebe:	For the purposes of this Agreement "Perimeter" shall mean an area of 20km around the Development Area. For avoidance of doubt, personnel employed:
(i) v zvezi s transportom blaga iz ali v Razvojno	(i) in relation to transport of goods from and to

Območje ali Okolico,	the Development Area or its Perimeter,
(ii) na poslovnih poteh izven Razvojnega Območja, ali	(ii) attending business trips outside the Development Area; or
(iii) ki se usposablja izven Razvojnega Območja	(iii) training outside the Development Area
in je njihovo delo neposredno povezano z Investicijo, se šteje, da izpolnjujejo pogoj, da je njihovo delo na Razvojnem Območju ali v njegovi Okolici.	whose work is directly connected with the Investment, shall be deemed to fulfil the criteria that their work is in the Development Area or its Perimeter.
Za namene izračuna se za določitev Števila ustvarjenih delovnih mest upošteva najvišje povprečno število delovnih mest v kateremkoli zaporednem obdobju 30 mesecev, pri čemer se tako obdobje mora začeti v obdobju desetih let po sklenitvi Pogodbe, da se šteje kot relevantno za določitev števila ustvarjenih delovnih mest (npr.: v kolikor se število ustvarjenih delovnih mest poveča iz 900 na 1100 v januarju 2026, je povprečno število ustvarjenih delovnih mest 1100, če je ta številka ohranjena vsaj do junija 2028).	For calculation purposes, the highest average number of job positions within any consecutive period of 30 months, such consecutive period to commence within 10 years as from the conclusion of this Agreement, shall be deemed relevant for the determination of the Number of Created Jobs (for example: in case the Number of Created Jobs increases from 900 to 1,100 in January 2026, the average Number of Created Jobs is 1,100 if that number is maintained at least until June 2028).
Zgolj kot referenca vsebuje Priloga 2 k Pogodbi kot primer seznam osebja, ki je lahko zaposleno pri Povezanih Osebah Investitorja, pogodbenih strankah, ponudnikih storitev ali podizvajalcih Investitorja ali Povezane Osebe Investitorja in za katerega se bo štel, da se vključijo v Število ustvarjenih delovnih mest pod pogoji iz te Pogodbe (v obsegu kolikor to osebje delo opravlja na Razvojnem Območju ali njegovi Okolici in če je njihovo delo neposredno povezano z Investicijo).	For reference purposes, Schedule 2 to this Agreement contains an example list of personnel which may be employed by Investor's Affiliates, contractors, service providers or subcontractors of the Investor or an Investor's Affiliate and which shall be deemed to be included in the Number of Created Jobs under the terms of this Agreement (to the extent such personnel carries its work in the Development Area or its Perimeter and its work is directly connected with the Investment).
PRIDOBITEV LASTNINSKE PRAVICE, OPCIJSKE PRAVICE IN USTREZNIH DOVOLJENJ ZA IZVEDBO STRATEŠKE INVESTICIJE	ACQUIRING OWNERSHIP, OPTION RIGHT AND RELEVANT PERMITS FOR THE IMPLEMENTATION OF STRATEGIC INVESTMENT
6. člen	Article 6
1) Investitor je že pričel z gradbenimi deli za 1. fazo, na podlagi naslednjega:	1) Investor already has commenced the construction works for Phase 1, based on the following:

<p>a) Nepremičninske Pogodbe, ki sta jo podpisala Investitor in Občina, na podlagi katere je Investitor pridobil pravico graditi na Območju za 1. fazo;</p>	<p>a) Real Estate Agreement executed by the Investor and the Municipality, giving Investor the right to build on the Area for Phase 1;</p>
<p>b) pravnomočnega okoljevarstvenega soglasja (OVS) številka: 35402-9/2017-60 z dne 9.8.2017 za 1. fazo; in</p>	<p>b) final environmental approval (okoljevarstveno soglasje - OVS) number: 35402-9/2017-60 dated 9 August 2017 for Phase 1; and</p>
<p>c) gradbenega dovoljenja št. 35105-27/2017/36 1093-06 z dne 5. 10. 2017 za 1. fazo</p>	<p>c) construction permit (gradbeno dovoljenje) number: 35105-27/2017/36 1093-06 dated 5 October 2017 for Phase 1.</p>
<p>2) Stranke soglašajo, da se morajo v zvezi s 1. fazo, kakor tudi za kakršenkoli začetek izvajanja 2. faze, v celoti izpolniti dodatni pogoji.</p>	<p>2) The Parties agree that further conditions are to be met and are to be fulfilled in their entirety in relation to Phase 1 as well as any commencement of implementation of Phase 2.</p>
<p>a) Pravnomočno okoljevarstveno soglasje (OVS) številka: 35402-9/2017-60 z dne 9.8.2017 za 1. fazo ostane v polni veljavi in polno učinkovito;</p>	<p>a) Final Environmental Approval (okoljevarstveno soglasje - OVS) number: 35402-9/2017-60 dated 9 August 2017 for Phase 1 remains in full force and effect;</p>
<p>b) gradbeno dovoljenje št. 35105-27/2017/36 1093-06 z dne 5. 10. 2017 za 1. fazo ostane v celoti v polni veljavi in polno učinkovito;</p>	<p>b) construction permit (gradbeno dovoljenje) number: 35105-27/2017/36 1093-06 dated 5 October 2017 for Phase 1 remains in full force and effect;</p>
<p>c) okoljevarstveno dovoljenje (OVD) za 1. fazo je pridobljeno in postane pravnomočno najkasneje do 30.4.2018 in zatem ostane v polni veljavi in polno učinkovito;</p>	<p>c) environmental permit (okoljevarstveno dovoljenje - OVD) for Phase 1 being obtained and becoming final until 30 April 2018 at the latest, and remains in full force and effect thereafter;</p>
<p>d) katerakoli druga dovoljenja, potrebna za izvedbo 1. faze in obratovanje Lakirnice so pridobljena in postanejo pravnomočna do 31.12.2018 in zatem</p>	<p>d) other permits relevant for the implementation of Phase 1 and the operation of the Paint Shop being obtained and become final until 31 December 2018 and remain in full force and</p>

ostanejo v polni veljavi in polno učinkovita;	effect thereafter;
e) dovoljenja, relevantna za izvedbo 2. faze (npr. OVS, OVD, gradbeno) se lahko pridobijo in bodo pridobljena znotraj zakonskih rokov, na podlagi vloge Investitorja, če Investitor vloži takšno vlogo kadarkoli v roku 10 let od datuma sklenitve te Pogodbe, in ostanejo v polni veljavi in polno učinkovita;	e) permits relevant for the implementation of Phase 2 (e.g. OVS, OVD, construction) can be, and are being obtained within statutory deadlines, upon an application of the Investor, if such application is filed by the Investor at any time within ten years after the date of this Agreement, and remain in full force and effect;
f) nobene parcele iz Območja za 1. fazo ne bodo opredeljene kot javno dobro ali kmetijsko zemljišče, in bo Občina pridobila lastninsko pravico na vseh parcelah Območja za 1. fazo brez kakršnihkoli in vseh obremenitev, v vsakem primeru pa najpozneje do 15.12.2017 (razen hipoteke na parceli 239 k.o. Orehova vas, ID znak: parcela 706 239 (ID 2814257) v korist _____ z ID 13240905, glede katere veljajo obveznosti in jamstva Občine iz Nepremičninske Pogodbe) in bo Občina spoštovala vse svoje obveznosti iz Nepremičninske Pogodbe v zvezi s takšnimi parcelami (vključno z obveznostjo prenosa lastninske pravice na takih parcelah brez kakršnihkoli in vseh obremenitev na Investitorja skladno z določili Nepremičninske Pogodbe);	f) no plots of Area for Phase 1 being characterized as public good or agricultural land and ownership of Municipality being obtained on all plots of Area for Phase 1, free of any and all encumbrances, in each case until 15 December 2017 at the latest (except mortgage on plot 239 k.o. Orehova vas, ID mark: plot 706 239 (ID 2814257) in favour of _____ with ID 13240905 for which undertakings and warranties of the Municipality from the Real Estate Agreement apply), and Municipality complying with all its obligations regarding such plots under the Real Estate Agreement (including the obligation to transfer the ownership of such plots free of any and all encumbrances to the Investor pursuant to the terms of the Real Estate Agreement);
g) nobene parcele iz Območja za 2. fazo ne bodo opredeljene kot javno dobro ali kmetijsko zemljišče, Občina pa bo pridobila lastninsko pravico na vseh parcelah Območja za 2. fazo brez kakršnihkoli in vseh obremenitev (razen osebne služnosti na parceli št. 175 k.o. Slivnica, ID znak: parcela 705 175 (ID 305780) v korist _____ z ID 10874008, glede katere veljajo obveznosti in jamstva Občine iz Nepremičninske Pogodbe) in bo ustanovila in registrirala pravico odkupa v zemljiški knjigi v prvem vrstnem redu za celotno Območje za 2. fazo v korist Investitorja, v vsakem primeru najkasneje do 30.6.2018; Če je dovoljenje pridobljeno, vendar preneha veljati med trajanjem izvedbe Investicije (npr. izdano dovoljenje, ki je postalo pravnomočno, preneha veljati zaradi izrednih pravnih sredstev) se od takega trenutka šteje, da tako dovoljenje ni več	g) no plots of Area for Phase 2 being characterized as public good or agricultural land and ownership of Municipality being obtained on all plots of Area for Phase 2, free of any and all encumbrances (except personal easement on plot 175 k.o. Slivnica, ID mark: plot 705 175 (ID 305780) in favour of _____ -with ID 10874008 for which undertakings and warranties of the Municipality from the Real Estate Agreement apply) and a call option being established and registered in the first order in the land register for the entire Area for Phase 2 in the favour of the Investor, in each case until 30 June 2018 at the latest; If a permit is obtained, but during the duration of the implementation of the Investment ceases to be in force (for example a permit that was issued and becomes final, becomes overturned due to extraordinary legal measures) then as of

<p>pridobljeno.</p>	<p>such moment such permit shall no longer be deemed obtained.</p>
<p>3) Stranke soglašajo, da bodo druga drugi po najboljših močeh nudile podporo in informacije, ki jih lahko od njih v razumni meri zahteva druga Stranka, z namenom, da se pridobijo vsa potrebna dovoljenja za izvedbo investicije in da le-ta ostanejo v veljavi in učinkovita, ter da bodo tesno sodelovale pri pripravi potrebnih vlog, vse v obsegu in v skladu z veljavno zakonodajo Republike Slovenije. Stranke si bodo po najboljših močeh prizadevale, da ne bodo opravljale dejanj, sklepale dogovorov oziroma sporazumov, ki bi lahko odložili, ovirali ali škodovali pridobitvi dovoljenj.</p>	<p>3) The Parties agree to use their best efforts and provide each other such assistance and information as the other Party may reasonably request in order for the all the permits required for the implementation of the investment to become obtained and to remain in force and effective and to closely cooperate in preparation of the necessary filings, to the extent and in accordance with the legislation in force in the Republic of Slovenia. The Parties shall use their best effort not to perform any action, not enter into any agreement or arrangement that may delay, impede or prejudice the obtaining of permits.</p>
<p>4) Investitor krije lastne stroške in izdatke, ki bi nastali v zvezi s pridobitvijo zemljišč in dovoljenj in soglasji za izvedbo Investicije.</p>	<p>4) The Investor shall bear its own costs and expenses which might incur in connection with acquiring land and permits, and consents for the implementation of Investment.</p>
<p>5) V primeru, da naknadni pogoji, določeni v točkah a) do g) drugega odstavka zgoraj niso v celoti pravočasno izpolnjeni (npr. če odkupna pravica ni registrirana v korist Investitorja za celotno Območje za 2. fazo najkasneje do 30.6.2018) ali kakor hitro kateri koli takšen naknadni pogoj, ki je sicer že bil predhodno izpolnjen, ni več izpolnjen v celoti, ima Investitor pravico do odstopa od te Pogodbe s pisnim obvestilom Republiki Sloveniji in Občini. Zaradi jasnosti, Investitor nima pravice do odstopa zaradi neizpolnitve naknadnega pogoja, v kolikor je bila izpolnitev tega pogoja preprečena zaradi krivde na strani Investitorja.</p> <p>Kot posledica takšnega odstopa, določila te Pogodbe ne veljajo več, in bo Investitor oproščen kakršnih koli obveznosti po tej Pogodbi. V izogib dvomu, Investitor v takšnem primeru ni več zavezan izvesti Investicije skladno s 5. členom, ter Investitor ni dolžan nobenega plačila Republiki Sloveniji in/ali Občini zaradi (delne ali celotne) neizvedbe strateške investicije in tudi Investitor v tem primeru ni zavezan skleniti nove pogodbe skladno z 9. členom ZZPISl. Zaradi jasnosti, odstop Investitorja v skladu s tem členom nima nobenega učinka na veljavnost in izvršljivost Nepremičninske</p>	<p>5) In case any of the conditions subsequent set forth in paragraph 2 a) to g) above are not fulfilled in their entirety in time (e.g. if no option right for the entire Area for Phase 2 is registered for the benefit of Investor until 30 June 2018 at the latest), or as soon as any of such conditions subsequent having been fulfilled previously but are no longer fulfilled in their entirety then the Investor shall be entitled to terminate this Agreement by giving written notice to the Republic of Slovenia and the Municipality. For clarity, Investor forfeits its right to terminate due to the non-fulfilment of a condition subsequent if the fulfilment has been prevented by Investor's fault.</p> <p>As a consequence of such termination, the terms of this Agreement shall no longer apply and Investor shall be relieved from any obligations hereunder. For avoidance of doubt, the Investor shall in such case no longer be obliged to implement the Investment pursuant to Article 5, and the Investor shall not be liable for any payment vis-à-vis the Republic of Slovenia and/or the Municipality due to (partial or total) non-implementation of the strategic investment and the Investor shall in such case not be obliged to conclude a new agreement pursuant</p>

Pogodbe.	to article 9 of ZZPISI. For clarity, termination by Investor in accordance with the terms of this clause shall not have any effect on the validity and enforceability of the Real Estate Agreement.
POSLEDICE NEIZPOLNITVE ALI DELNE IZPOLNITVE POGODBENIH OBVEZNOSTI INVESTITORJA IN GARANCIJA	THE CONSEQUENCES OF NON-FULFILMENT OR PARTIAL FULFILMENT OF CONTRACTUAL OBLIGATION OF THE INVESTOR AND THE GUARANTEE
7. člen	Article 7
1) Edino sankcijo po pogodbi za primer kršitve katere koli obveznosti Investitorja iz te Pogodbe predstavlja pogodbena kazen, izračunana skladno s formulami, določenimi v tem 7. členu. Do te pogodbene kazni je (v skladu s pogoji iz tega 7. člena) upravičena le Republika Slovenija, do nje pa ni upravičena Občina. Tako Republika Slovenija kot tudi Občina se s tem nepreklicno in za vedno odpovedujeta kakršnimkoli in vsem pravicam, zahtevkom, nadomestilom za povračilo škode, zahtevam in drugim pravnim sredstvom, kakršne koli narave, preteklim, sedanjim ali prihodnjim, znanim ali neznanim, ki jih imata ali bi jih lahko imela napram Investitorju zaradi kršitve Pogodbe s strani Investitorja.	1) The only contractual remedy for the breach of any of the Investor's obligations pursuant to this Agreement shall be the contractual penalty calculated pursuant to the formulas set out in this Article 7. Such contractual penalty shall be (subject to the terms and conditions of this Article 7) payable only to the Republic of Slovenia and shall not be payable vis-à-vis the Municipality. Each the Republic of Slovenia and the Municipality herewith irrevocably and forever discharge and waive any and all other rights, claims, compensations for damages, demands and other causes of action of any nature whatsoever, past, present or future, known or unknown which they have or might have against the Investor due to a breach by the Investor of this Agreement.
2) Če se Vzpostavitev Investicije ne zgodi v petih letih po sklenitvi te Pogodbe, je Investitor dolžan plačati Republiki Sloveniji pogodbeno kazen v višini 5.000.000,00 EUR (pet milijonov evrov; ta znesek ali kateri koli drug znesek pogodbene kazni se zniža skladno s točko c) tretjega odstavka 7. člena pod »Najvišji Znesek«).	2) In case the Completion of Implementation of Investment does not occur within 5 years after the conclusion of this Agreement, the Investor shall be liable to pay the Republic of Slovenia a contractual penalty in the amount of EUR 5,000,000.00 (Euros five million; this amount or any other penalty amount reduced in accordance with Article 7 paragraph three subparagraph c) below the "Maximum Amount").
3) Če pride do Vzpostavitve Investicije, vendar Investicija ne preseže vrednosti 100.000.000,00 EUR in/ali ne ustvari najmanj novih 1000 delovnih mest skladno s 5. členom Pogodbe,	3) If Completion of Implementation of Investment does occur, however the Investment does not exceed the value of EUR 100,000,000.00 and/or does not create at least

<p>bo Investitor Republiki Sloveniji plačal pogodbeno kazen:</p>	<p>1,000 new jobs in accordance with Article 5 of this Agreement, the Investor shall pay a contractual penalty to the Republic of Slovenia:</p>
<p>(a) sorazmerno v višini do največ 35 odstotkov Najvišjega Zneska za kršitev obveznosti, navedene v a) točki prvega odstavka 5. člena (tj. investiranih najmanj 100.000.000,00 EUR).</p>	<p>a) proportionally in the amount of up to 35 per cent of the Maximum Amount for a breach of the obligation set forth in point a) of paragraph one of Article 5 (i.e. at least EUR 100,000,000.00 to be invested).</p>
<p>Če je Znesek, ki ga vloži Investitor, nižji od potrebnega zneska 100.000.000 EUR, je pogodbeno kazen določena v odstotku od Najvišjega Zneska, ki se izračuna po sledeči formuli: (1 minus Znesek, ki ga vloži Investitor, deljeno z zahtevanim zneskom 100.000.000,00 EUR) pomnoženo s 35 % Najvišjega Zneska. Če bi na primer Znesek, ki ga vloži Investitor, znašal 90 milijonov namesto 100 milijonov, bi bil Investitor zavezan plačati pogodbeno kazen v višini 3,5 % (10 % od 35 %) Najvišjega Zneska;</p>	<p>Should the Amount Invested by the Investor be less than the required amount of EUR 100,000,000 then the contractual penalty shall be a percentage of the Maximum Amount which is to be calculated pursuant to the following formula: (1 minus Amount Invested by the Investor divided by the required amount of EUR 100,000,000.00) multiplied by 35 per cent of the Maximum Amount. For example, if the Amount Invested by the Investor is 90 million instead of 100 million then the Investor would be liable to pay a contractual penalty in the amount of 3.5% (10% of 35%) of the Maximum Amount;</p>
<p>b) sorazmerno v višini do največ 65 odstotkov Najvišjega Zneska za kršitev obveznosti, določene v b) točki prvega odstavka 5. člena (tj. najmanj 1000 ustvarjenih delovnih mest).</p> <p>V kolikor bo Število ustvarjenih delovnih mest manjše od 1000, bo pogodbeno kazen določena v odstotku od Najvišjega Zneska, ki se izračuna po naslednji formuli: (1 minus Število ustvarjenih delovnih mest, deljeno z zahtevanim številom 1000), pomnoženo s 65% Najvišjega Zneska. Npr., če je Število ustvarjenih delovnih mest 500 namesto 1000, mora Investitor plačati pogodbeno kazen v znesku 32,5% (50% od 65%) Najvišjega Zneska.</p>	<p>b) proportionally in the amount of up to 65 per cent of the Maximum Amount for a breach of the obligation set forth in point b) of paragraph one of Article 5 (i.e. at least 1,000 jobs being created).</p> <p>Should the Number of Created Jobs by the Investor be less than 1,000 then the contractual penalty shall be a percentage of the Maximum Amount which is to be calculated pursuant to the following formula: (1 minus Number of Created Jobs divided by the required number of 1,000) multiplied by 65 per cent of the Maximum Amount. For example, if the Number of Created Jobs is 500 instead of 1000 then the Investor would be liable to pay a contractual penalty in the amount of 32.5% (50% of 65%) of the Maximum Amount.</p>
<p>c) Pod pogojem, da je investitor vsaj začel z 2. fazo Investicije v roku 10 let od sklenitve te Pogodbe, se Najvišji Znesek zniža, kot sledi:</p>	<p>c) If the Investor has at least commenced Phase 2 of the Investment within 10 years from the conclusion of this Agreement, then the Maximum Amount shall be reduced as follows:</p>
<p>(i) v primeru, da je Število ustvarjenih delovnih mest nižje ali enako 404, je Najvišji Znesek znižan za 25%, in</p>	<p>(i) in case the Number of Created Jobs is lower or equal to 404, the Maximum Amount shall be reduced by 25%; and</p>

<p>(ii) v primeru, da je Število ustvarjenih delovnih mest višje od 404 (ampak nižje od 1000), je Najvišji Znesek znižan za 75%.</p> <p>Za namene te Pogodbe pomeni začetek 2. faze začetek gradnje stavbe, grajenih kompleksov in/ali infrastrukture v katerem koli delu na Območju za 2. fazo.</p>	<p>(ii) in case the Number of Created Jobs is higher than 404 (but lower than 1,000), the Maximum Amount shall be reduced by 75%.</p> <p>For the purposes of this Agreement, commencement of Phase 2 shall mean the commencement of construction of a building, building complexes and/or infrastructure in any parts of the Area for Phase 2.</p>
<p>4) MAGNA Metalforming AG se nepreklicno in brezpogojno zavezuje kot solidarni porok Republiki Sloveniji za obveznost Investitorja za plačilo pogodbene kazni v skladu s Pogodbo na prvi poziv ob zapadlosti. Republika Slovenija lahko po lastni presoji zahteva plačilo od družbe MAGNA Metalforming AG in/ali Investitorja. Poroštvo velja ne glede na morebitno uvedbo stečajnega postopka, postopka prisilne poravnave, likvidacijskega ali drugega postopka.</p>	<p>4) MAGNA Metalforming AG hereby irrevocably and unconditionally guarantees as joint and several surety to the Republic of Slovenia for the Investor's obligation to pay the contractual penalty of the Investor pursuant to this Agreement on first demand when due. The Republic of Slovenia can demand payment from MAGNA Metalforming AG and/or the Investor at its own discretion. The suretyship is valid regardless of any potential initiation of bankruptcy proceedings, compulsory proceedings, liquidation or any other proceedings.</p>
NADZOR NAD IZVAJANJEM INVESTICIJE	SURVEILLANCE OF THE IMPLEMENTATION OF THE INVESTMENT
8. člen	Article 8
<p>1) Investitor se obvezuje, da bo 12 let po sklenitvi te Pogodbe Republiki Sloveniji zagotavljal letna poročila o izvajanju Investicije do 1. marca za prejšnje koledarsko (v nadaljnjem besedilu: Letno Poročilo).</p> <p>Poročilo mora vsebovati informacije o Znesku, ki ga vloži Investitor in Številu ustvarjenih delovnih mest. Vzorec Letnega Poročila se nahaja v Prilogi 3.</p>	<p>1) The Investor undertakes to provide the Republic of Slovenia yearly reports on the implementation of the Investment by 1st March for the previous calendar year for 12 years after conclusion of this Agreement (hereinafter "Yearly Report").</p> <p>The report shall include information about the Amount Invested by the Investor and the Number of Created Jobs. A specimen of the Yearly Report is included as Schedule 3.</p>
<p>Namesto zagotavljanja Letnih Poročil lahko Investitor, po lastni presoji, zagotovi kopije poročil predloženih v skladu s podpisano in veljavno pogodbo o dodelitvi sredstev na podlagi Zakona o spodbujanju tujih neposrednih investicij in internacionalizaciji podjetij (Uradni list RS, št. 107/06 – uradno prečiščeno besedilo, 11/11, 57/12 in 17/15), pod pogojem, da je iz kopij razviden skupni Znesek, ki ga vloži Investitor in skupno</p>	<p>Instead of providing the Yearly Report the Investor may, at its own discretion, provide copies of the reports submitted in accordance with the signed and valid grant contract pursuant to Promotion of Foreign Direct Investment and the Internationalisation of Enterprises Act (Official Gazette of the Republic of Slovenia, Nos 107/06 – Official Consolidated Text, 11/11, 57/12 and 17/15) provided that</p>

<p>Število ustvarjenih delovnih mest v povezavi s celotno strateško investicijo.</p>	<p>such copies disclose the aggregate Amount Invested by the Investor and the aggregate Number of Created Jobs related to the whole strategic investment.</p>
<p>2) Na pisno zahtevo Ministrstva in/ali Občine mora Investitor kadarkoli v obdobju desetih let, vendar ne pogosteje kot skupno največ 5 (pet) krat, oddati pisno poročilo (v nadaljnjem besedilu: »Ad Hoc Poročilo«), pri čemer mora biti takšna zahteva omejena na obseg, potreben za določitev izpolnitve obveznosti skladno s Pogodbo. V Ad Hoc Poročilu mora biti odgovorjeno na vprašanja, opredeljena v zahtevi. Vzorec Ad Hoc Poročila je vključen kot Priloga 7.</p>	<p>2) Following a written request by the Ministry and/or Municipality, the Investor is obliged at any time within 10 years, but not more often than 5 (five) times in aggregate, to submit a written report (hereinafter "Ad Hoc Report"), whereas any such request shall be limited to the extent necessary to determine fulfilment of obligations under the Agreement. Such Ad Hoc Report shall address issues defined in the request. A specimen of the Ad Hoc Report is included as Schedule 7.</p>
<p>3) Investitor mora oddati zaključno poročilo o izvedbi Investicije kakor hitro (y) Investitor izpolni pogoje iz 5. člena ali (z) v 13. letih minus 1 dan po sklenitvi te Pogodbe (v nadaljnjem besedilu: Zaključno Poročilo), kar nastopi prej, Republiki Sloveniji. Zaključno Poročilo mora vsebovati informacije o Znesku, ki ga vloži Investitor in Število ustvarjenih delovnih mest.</p> <p>Vzorec Zaključnega Poročila je Priloga 4. Ob oddaji Zaključnega Poročila, bo Investitor oproščen svoje obveznosti oddajati Letna Poročila in, odvisno od primera, Ad Hoc Poročil iz prvega in drugega odstavka zgoraj.</p>	<p>3) The Investor is obliged to submit a final report on the implementation of the Investment upon the earlier of (y) Investor having fulfilled the requirements of Article 5 and (z) 13 years minus 1 day after the conclusion of this Agreement (hereinafter "Final Report") to the Republic of Slovenia. The Final Report shall include information about the Amount Invested by the Investor and the Number of Created Jobs.</p> <p>A Specimen of the Final Report is included as Schedule 4. Upon submission of a Final Report, Investor shall be relieved from its obligation to submit Yearly Reports and, as the case may be, Ad Hoc Reports under paragraphs 1 and 2 above.</p>
<p>4) Republika Slovenija bo imela pravico revidirati podatke ki jih zagotovi Investitor v Letnem Poročilu, Ad Hoc Poročilu in Zaključnem Poročilu. V ta namen bo Investitor na zahtevo revizorja, ki ga določi Republika Slovenija, zagotovil dostop do Investitorjeve dokumentacije, ki je razpoložljiva in relevantna za določitev točnosti podatkov iz Letnega Poročila, Ad Hoc Poročila in Zaključnega Poročila. Pravico izvesti revizijo je možno izkoristiti enkrat za vsako oddano poročilo. Vsak revizor je dolžan varovati vse pridobljene informacije strogo zaupne. Investitor ima pravico, da od revizorja pred izvedbo revizije v zvezi s tem zahteva podpis izjave o varovanju poslovne skrivnosti.</p>	<p>4) The Republic of Slovenia shall have the right to audit the information provided by the Investor in a Yearly Report, Ad Hoc Report and Final Report, respectively. For that purpose, Investor shall grant the auditor appointed by the Republic of Slovenia upon the auditor's request access to Investor's documentation available and relevant for determining the accuracy of the information provided in a Yearly Report, Ad Hoc Report and final Report, respectively. The right to conduct an audit shall apply once in respect to each report submitted. Each auditor shall be obliged to keep any information obtained strictly confidential. The Investor shall be entitled to request an auditor to sign a confidentiality undertaking in this respect prior to any audit.</p>
<p>SKRBNIKI POGODBE IN OBVESTILA</p>	<p>CUSTODIANS OF THE AGREEMENT AND NOTICES</p>

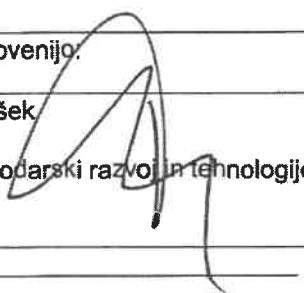

9. člen	Article 9
1) Skrbniki pogodbe so:	1) Custodians of the agreement shall be:
a) za Republiko Slovenijo: Martina Gašperlin	a) for the Republic of Slovenia: Martina Gašperlin
b) za Občino: Metka Meglič	b) for the Municipality: Metka Meglič
c) za investitorja:	c) for the Investor:
2) Vsa obvestila in druga sporočila v zvezi s to Pogodbo morajo biti pisna (kar vključuje tudi elektronska sporočila), razen če se skladno z obvezno zakonodajo zahteva notarska overitev ali katera druga posebna oblika, za ustrezno dana ali vročena pa veljajo le, če so dostavljena:	2) Any notice or other communication in connection with this Agreement shall be in writing (which includes e-mails), unless notarisation or any other specific form is required by mandatory law, and shall only be deemed to have been sufficiently given or served if delivered:
a) v primeru Republike Slovenije:	a) In the case of the Republic of Slovenia, to:
Za: Martina Gašperlin	Attention to: Martina Gašperlin
Naslov: Kotnikova ulica 5, 1000 Ljubljana	Address: Kotnikova ulica 5, 1000 Ljubljana
Elektronski naslov: gp.mgrt@gov.si	E-Mail: gp.mgrt@gov.si
b) v primeru Občine:	b) In the case of the Municipality, to:
Za: Metka Meglič	Attention to: Metka Meglič
Naslov: Pohorska cesta 15, 2311 Hoče	Address: Pohorska cesta 15, 2311 Hoče
Elektronski naslov: _____	E-Mail: _____
c) v primeru Investitorja:	c) In the case of the Investor, to:
Za: _____	Attention to: _____
Naslov: MAGNA STEYR AG & Co KG Liebenauer Hauptstrasse 317, 8041 Graz	Address: MAGNA STEYR AG & Co KG Liebenauer Hauptstrasse 317, 8041 Graz

Elektronski naslov:	E-Mail:
Kopija se pošlje:	With a copy sent to:
Za:	Attention to:
Naslov: Odvetniška družba Rojs, Peljhan, Prelesnik & partnerji o.p., d.o.o. Tivolska cesta 48, 1000 Ljubljana	Address: Law firm Rojs, Peljhan, Prelesnik & partners o.p., d.o.o. Tivolska cesta 48, 1000 Ljubljana
Elektronski naslov	E-Mail
d) v primeru Poroka:	d) In the case of the Guarantor, to:
Za:	Attention to:
Naslov: MAGNA Metalforming AG Technologiestrasse 8, 1120 Wien	Address: MAGNA Metalforming AG Technologiestrasse 8, 1120 Wien
Elektronski naslov:	E-Mail:
oziroma na druge naslove ali elektronske naslove, o katerih je zadevna Stranka prej pisno obvestila drugo Stranko.	or to such other address or e-mail address as the relevant Party may have previously notified in writing to the other Party.
ZAUPNOST PODATKOV	CONFIDENTIALITY
10. člen	Article 10
1) Stranke morajo (i) varovati strogo tajnost vseh podatkov zaupne narave, ki jih pridobijo v zvezi s pogajanjem o tej Pogodbi in njenim izvajanjem ter s transakcijami, predvidenimi v tej Pogodbi, (ii) učinkovito preprečiti vsak dostop tretjih oseb do takih podatkov, in (iii) takih zaupnih podatkov ne smejo uporabljati zase ali za katero koli tretjo osebo, razen v obsegu, če so zadevna dejstva oziroma okoliščine javno znana, postanejo javno znana brez kršenja te zaveze, ali če jih je treba razkriti v skladu z zakonodajo ali zakonsko ureditvijo kapitalnega trga.	1) The Parties shall (i) keep strictly confidential any information of confidential nature obtained in connection with the negotiation and execution of this Agreement and the transactions contemplated herein, (ii) effectively prevent any access by third parties to such information, and (iii) shall not use such confidential information for itself or for any third party except to the extent that the relevant facts or circumstances are publicly known, become publicly known without any violation of this covenant, or the disclosure of which is required by law or under

	capital markets regulation.
Podatki zaupne narave pomenijo podatke, ki pomenijo poslovno skrivnost skladno za zakonom, ki ureja gospodarske družbe in tajne podatke, skladno za zakonom, ki ureja varovanje tajnih podatkov.	The information of confidential nature shall mean information representing trade secret (<i>poslovna skrivnost</i>) in accordance with Act regulating companies and classified information in accordance with Act regulating classified information.
2) Obveznost varovanja zaupnosti podatkov iz prejšnjega odstavka ne velja za razkritje podatkov kateri koli tretji osebi, vključno z vladnimi organi, katerih soglasje, dovoljenje ali odobritev je potrebno za namene izvedbe transakcij, predvidenih s to Pogodbo.	2) The confidentiality obligation referred to in the preceding paragraph shall not apply to a disclosure to any third party, including governmental bodies, whose consent, permit or approval is required for purposes of consummating the transactions contemplated by this Agreement.
ZAGOTOVILA IN JAMSTVA	REPRESENTATIONS AND WARRANTIES
11. člen	Article 11
1) V primeru, da katera koli oseba, ki ravna v imenu ali na račun Investitorja ali Poroka, predstavniku ali posredniku organa Republike Slovenije ali Občine obljubi, ponudi ali da kakršno koli nedovoljeno korist za namen pridobitve posla ali za sklenitev te Pogodbe pod ugodnejšimi pogoji ali za opustitev dolžnega nadzora nad izvajanjem pogodbenih obveznosti ali za drugo ravnanje ali opustitev, s katerim je Republiki Slovenije ali občini povzročena škoda ali je omogočena pridobitev nedovoljene koristi predstavniku organa, posredniku Republike Slovenije ali Občine, Investitorju, Poroku ali predstavniku, pravnem zastopniku, posredniku Investitorja ali Poroka, je ta pogodba nična in neveljavna.	1) In case any person acting on behalf or for the account of the Investor or the Guarantor has promised, offered or given, to any representative or intermediary of the Republic of Slovenia or Municipality, any impermissible benefit for the purpose of concluding this Agreement under more favourable terms or omission of due supervision over the implementation of any contractual obligation hereunder or performed any other act or omission causing damage to the Republic of Slovenia or to the Municipality, or enabling the representative of an authority, the intermediary of the Republic of Slovenia or the Municipality, the Investor or the Guarantor or the representative, legal representative or intermediary of the Investor or the Guarantor to obtain an impermissible benefit in connection with this Agreement, this Agreement shall be deemed null and void
2) Vsaka Stranka zagotavlja in jamči drugi Stranki, da (i) so bili sprejeti vsi potrebni ukrepi za odobritev podpisa te Pogodbe in (ii) da ima pooblastila za sklenitev ter izvrševanje pravic in	2) Each Party represents and warrants to the other Party that (i) all necessary action to authorise the execution of this Agreement has been taken and (ii) it has the power to enter into

izvajanje obveznosti v skladu s to Pogodbo.	and to exercise its rights and perform its obligations under this Agreement.
VELJAVNO PRAVO IN REŠEVANJE SPOROV	GOVERNING LAW AND DISPUTE RESOLUTION
12. člen	Article 12
1) Za to Pogodbo, vključno s četrtim odstavkom 7. člena, velja in se uporablja pravo Republike Slovenije.	1) This Agreement, including paragraph four of Article 7, shall be governed by and construed in accordance with Slovenian law.
3) Stranke se sklicujejo na Zakon o ratifikaciji Sporazuma med Republiko Slovenijo in Republiko Avstrijo o medsebojnem spodbujanju in zaščiti naložb (BATSZN), objavljen v Uradnem listu RS – Mednarodne pogodbe, št. 22/01 (v nadaljnjem besedilu: BIT). Z ozirom na točko b), ii) drugega odstavka 11. člena BIT, Stranke soglašajo, da se bodo vsi morebitni spori, ki izhajajo iz ali so v povezavi s predmetno Pogodbo, dokončno rešili po Pravilih arbitraže Mednarodne trgovinske zbornice (Rules of Arbitration of the International Chamber of Commerce) (ICC), s strani treh arbitrov, ki se imenujejo v skladu z omenjenimi pravili. Sedež arbitraže je v Ljubljani, Sloveniji. Arbitraža bo potekala in o zahtevku bo odločeno v angleškem jeziku.	2) The Parties refer to the Agreement between the Republic of Slovenia and the Republic of Austria on the mutual promotion and protection of Investments (in Slovenian: Zakon o ratifikaciji Sporazuma med Republiko Slovenijo in Republiko Avstrijo o medsebojnem spodbujanju in zaščiti naložb (BATSZN), published in official gazette of Republic of Slovenia No. 22/01) (hereinafter also "BIT"). Having in mind Article 11, paragraph 2, point b), ii) of the BIT, the Parties hereby agree that all disputes arising out of or in connection with the present Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Ljubljana, Slovenia. The arbitration shall be held, and the award shall be rendered, in the English language.
RAZNO	MISCELLANEOUS
13. člen	Article 13
1) Republika Slovenija in Občina ne moreta odgovarjati ali biti odgovorni za kakršno koli škodo, ki bi nastala kot posledica prekoračitve roka za pridobitev ali zavrženja ali zavrnitve vlog za izdajo dovoljenj, soglasij in drugih pravnih aktov potrebnih za izvajanje strateške investicije, ali neizpolnitve katere koli druge določbe te Pogodbe.	1) The Republic of Slovenia and the Municipality cannot be held accountable nor liable for any damage incurred as a result of the effect of the expiry of the time-limit for obtaining or rejection or refusal of permits, consents or other legal acts needed for implementation of the strategic investments, or non-fulfilment of any other provisions under this Agreement.

<p>2) Najvišji znesek odškodnine v nobenem primeru ne more presegati 1.000.000,00 EUR (milijon evrov). Investitor ni upravičen zahtevati odškodnine iz naslova izgubljenega dobička.</p>	<p>2) In any case, the maximum amount of damages cannot exceed EUR 1,000,000.00 (Euros one million). The investor is not entitled to claim damages for lost profit.</p>
<p>3) Izključitev zahtevkov zoper Republiko Slovenijo iz prvega in drugega odstavka zgoraj ne izključuje morebitnih zahtevkov zoper Republiko Slovenijo na podlagi BIT in izključitve in omejitve odgovornosti iz prvega in drugega odstavka zgoraj se ne smejo razlagati, da se na kateri koli način izključi, omeji ali kako drugače vpliva na pravice, ki jih imata Investitor in Porok na podlagi BIT. Na pravice Investitorja in/ali Poroka na podlagi BIT ta Pogodba ne vpliva.</p>	<p>3) The exclusion of claims against Republic of Slovenia under paragraphs 1 and 2 above does not exclude potential claims against Republic of Slovenia under the BIT and the exclusions and limitations of liability from paragraphs 1 and 2 above, shall not be interpreted in any way to exclude, limit or otherwise in any way affect any rights that the Investor and/or the Guarantor may have under the BIT. Rights of the Investor and/or the Guarantor under the BIT shall remain unaffected by this Agreement.</p>
<p>4) Spremembe in dopolnitve te Pogodbe, pa tudi odpoved katerim koli pravicam po tej Pogodbi so veljavne zgolj, v kolikor so podane izrecno in v pisni obliki.</p>	<p>4) Amendments and supplements to this Agreement as well as the waiver of any rights under this Agreement must be explicit and in writing in order to be valid.</p>
<p>5) Naslovi členov te Pogodbe so dodani samo zaradi lažjega sklicevanja in ne vplivajo na vsebino, pomen ali razlago katere koli njene določbe.</p>	<p>5) Article headings of this Agreement are for ease of reference only and do not affect the substance, meaning or interpretation of any provision hereof.</p>
<p>6) Če katera koli Stranka kadar koli ali v katerem koli obdobju ne izvršuje ali ne uveljavlja katerega koli pogoja ali katere koli pravice ali pravnega sredstva, skladno z ali ki izhaja iz te Pogodbe, to ne predstavlja in se ne sme razlagati kot odpoved takemu pogoju ali pravici ali pravnemu sredstvu in nikakor ne bo vplivalo na pravico te Stranke, da jo izvrši ali uveljavi pozneje, če taka pravica ne zastara, preneha veljati ali ni ugasnila. Vsaka odpoved s takšnim učinkom mora biti izrecno podana v pisni obliki.</p>	<p>6) The failure of any Party to enforce or to exercise, at any time or for any period of time any term of or any right or remedy pursuant to or under this Agreement shall not constitute, and shall not be construed as a waiver of such term or right or remedy and shall in no way affect that Party's right to enforce or exercise it later, provided that such right is not time barred, expired or precluded. Any waiver to this effect must be explicitly in writing.</p>
<p>7) Če katera od določb te Pogodbe postane neveljavna, neizvršljiva ali neizvedljiva, to ne bo vplivalo na veljavnost in izvršljivost preostalih določb te Pogodbe. Namesto neveljavne, neizvršljive ali neizvedljive določbe se uporabi določba, ki v največji možni meri izraža prvotni namen Strank.</p>	<p>7) If any of the clauses of this Agreement shall become invalid, unenforceable or impracticable, it shall not affect the validity and enforceability of the other clauses of this Agreement. Instead of invalid, unenforceable or impracticable clause a clause shall be used that to the extent possible expresses the initial intentions of the Parties.</p>
<p>8) Če ni s to Pogodbo določeno drugače, vsaka od Strank krije lastne stroške in izdatke v zvezi s pripravo in izvajanjem te Pogodbe, med drugim vendar ne omejeno na vse honorarje in stroške</p>	<p>8) Unless otherwise provided by this Agreement, each Party shall bear his own costs and expenses in relation to the preparation and implementation of this Agreement, inter alia but</p>

svojih svetovalcev.	not limited to all the fees and expenses of their advisers.
9) Ta Pogodba ima sledeče Priloge, ki predstavljajo sestavni del te Pogodbe:	9) This Agreement has the following Schedules which form an integral part of this Agreement:
Priloga 1: Območje 1. faze	Schedule 1: Area for Phase 1
Priloga 2: Referenčni seznam stroškov in izdatkov, vključenih v Znesek, ki ga vloži Investitor, in primeri osebja, vključenega v Število ustvarjenih delovnih mest	Schedule 2: Reference list of costs and expenses included in Amount Invested by the Investor and examples for personnel included in the Number of Created Jobs
Priloga 3: Vzorec Letnega Poročila	Schedule 3: Specimen of Yearly Report
Priloga 4: Vzorec Zaključnega Poročila	Schedule 4: Specimen of Final Report
Priloga 5: Okoljevarstveno soglasje	Schedule 5: Environmental protection consent (Okoljevarstveno soglasje)
Priloga 6: Nepremičninska Pogodba	Schedule 6: Real Estate Agreement
Priloga 7: Vzorec Ad Hoc Poročila	Schedule 7: Specimen of Ad Hoc Report
10) Ta Pogodba je podpisana v 8 identičnih izvodih, od katerih prejme vsaka od Strank po dva izvoda.	10) This Agreement shall be executed in eight identical counterparts, whereby each Party shall receive two counterparts.
11) Ta Pogodba je sklenjena v slovenskem in angleškem jeziku. V primeru neskladja med določbami v slovenskem in angleškem besedilu, velja besedilo v slovenskem jeziku.	11) This Agreement is concluded in English and Slovenian language. In the event of any conflict between the Slovenian and the English text, the Slovenian text shall prevail.
12) Stranke ne smejo odstopiti ali na kakršenkoli način prenesti svojih pravic in obveznosti na podlagi te Pogodbe brez predhodnega pisnega soglasja drugih Stranke.	12) The Parties may not assign or in any other way transfer its rights and obligations under this Agreement without the prior written consent of the other Parties.
Orehova vas, 17. 10. 2017	Orehova vas, 17. October 2017
Za Republiko Slovenijo:	On behalf of Republic of Slovenia:
Zdravko Počivalšek minister za gospodarski razvoj in tehnologijo	Zdravko Počivalšek Minister for Economic Development and Technology
	

Po pooblastilu iz 8. člena ZZPISI	Pursuant to the power of attorney in accordance with Article 8 of ZZPISI
Za OBČINO HOČE – SLIVNICA:	On behalf of OBČINA HOČE - SLIVNICA:
Dr. Marko Soršak	Dr. Marko Soršak
župan	Mayor
Za družbo MAGNA STEYR, avtomobilski dobavitelj d.o.o.:	On behalf of MAGNA STEYR, avtomobilski dobavitelj d.o.o.:
Anton Hermann Schantl	Anton Hermann Schantl
Direktor	Director
Karl Friedrich Stracke	Karl Friedrich Stracke
Direktor	Director
Za družbo MAGNA Metalforming AG:	On behalf of MAGNA Metalforming AG:
Gerd Richard Brusius	Gerd Richard Brusius
Izvršni direktor	Managing Director
Günther Apfalter	Günther Apfalter
na podlagi pooblastila prokurista Dietmarja Pergerja	on the basis of PoA by procurist Dietmar Perger

