

Obrazac 3.

FINANCIJSKA AGENCIJA

OIB: 85821130368

17 -12- 2025

PREDSTEČAJNE NAGODBE
PRIMANJE I OTPREMA POŠTE
KLASA 034-011/25-10120
UR. BROJ 118-03-4042-25-32

(adresa nadležne jedinice)

Nadležni trgovački sud _____ Zuständiges Handelsgericht

Poslovni broj spisa _____ Aktenzeichen

PRIJAVA TRAZBINE VJEROVNIKA U PREDSTEČAJNOM POSTUPKU

PODACI O VJEROVNIKU: (Angaben zum Gläubiger)

Ime i prezime / tvrtka ili naziv

Railpool 7 GmbH & Co. KG _____

OIB _ : DE260616827 _____

Adresa / sjedište

Aubinger Str. 4, 82166 Gräfelfing _____

PODACI O DUŽNIKU: (Angaben zum Schuldner)

Ime i prezime / tvrtka ili naziv

Transagent Rail d.o.o. _____

OIB _ : HR28340401133 _____

Adresa / sjedište

Verdijeva ul. 6, 51000 Rujeka Croatia _____

PODACI O TRAZBINI: (Anspruchsdetails)

Pravna osnova tražbine (npr. ugovor, odluka suda ili drugog tijela, ako je u tijeku sudski postupak oznaku spisa i naznaku suda kod kojeg se postupak vodi)

Iznos dospjele tražbine _____ EUR 99.864,66 _____ (EUR) (Höhe der fälligen Forderung)

Glavnica _____ (EUR)

Kamate _____ (EUR)

Iznos tražbine koja dospijeva nakon otvaranja predstečajnog postupka _____ (EUR)

Dokaz o postojanju tražbine (npr. račun, izvadak iz poslovnih knjiga) (Nachweis der Forderung)

U prilogu su dvije fakture, konačni podsjetnik i izjava tvrtke M3 o neizmirenom potraživanju na dan 30. studenog 2025.

Vjerovnik raspolaze ovršnom ispravom DA / NE za iznos _____ (EUR)

Naziv ovršne isprave

PODACI O RAZLUČNOM PRAVU:

Pravna osnova razlučnog prava

Dio imovine na koji se odnosi razlučno pravo

Iznos tražbine _____ (kn)

Razlučni vjerovnik odriče se prava na odvojeno namirenje **ODRIČEM / NE ODRIČEM**

Razlučni vjerovnik pristaje da se odgodi namirenje iz predmeta na koji se odnosi njegovo razlučno pravo radi provedbe plana restrukturiranja **PRISTAJEM / NE PRISTAJEM**

PODACI O IZLUČNOM PRAVU:

Pravna osnova izlučnog prava

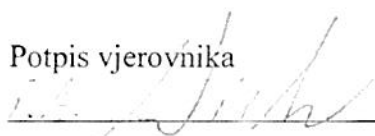
Dio imovine na koji se odnosi izlučno pravo

Izlučni vjerovnik pristaje da se izdvoji predmet na koji se odnosi njegovo izlučno pravo radi provedbe plana restrukturiranja **PRISTAJEM / NE PRISTAJEM**

Mjesto i datum

München, 17.12.2025 _____

Potpis vjerovnika



Railpool GmbH

Seidlstraße 23

80335 München

Tel.: +49 89 5108 577 - 0

Fax: +49 89 5108 577 - 222

www.railpool.eu

ARS515 / ARS516	Zahl-Vorschau/Altersverteilung. Drucken	Datum: 17-12-25
** M3 13.4 **		Zeit: 11:30:04
		Ben.-Id: OEKARACA
Railpool 7 GmbH & Co. KG		

	Von	Bis	Srt	Sei	Sum
		- 051225	Fol	Umb	dr.
Buchungsdatum		-			
Buchungsdatum 2		-			
Division		-			
Verkäufer		-	00	0	0
Kundenkategorie		-	00	0	0
Gebiet		-	00	0	0
Währung		-			
Zahler	1020091	- 1020091			
Kunde		-			
Rechnungsnummer		-			
Zahlungs-Progn	10 /	Landeswährung	0		
Altersverteilung	20 /	Gespernte Rech	0		
Du.Kreditfrist	0	Basis	2		

Listentyp	03
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Outqueue		Systemsprache
Anzahl Kopien	000	Benutzer
Ausgabe anhalt		Adresse
Ausgabe sichern		

ARS515 / ARS516 **Zahl-Vorschau/Altersverteilung. Drucken** Datum: 17-12-25
** M3 13.4 ** Zeit: 11:30:04
Railpool 7 GmbH & Co. KG Ben.-Id: OEKARACA

Von	Bis	Srt		Sei Sum	
		Fol	Umb	dr.	
LCode-	-	00	0	0	
Dimension 1			0	0	
Freies Feld 1		00	0	0	
Freies Feld 2		00	0	0	
Ben.def. Feld 3		00	0	0	
Fr. Feld 4 Art		00	0	0	
Ben.def. Feld 5		00	0	0	
Freies Feld 6		00	0	0	
Freies Feld 7		00	0	0	
Freies Feld 8		00	0	0	
Freies Feld 9		00	0	0	
Freies Feld 10		00	0	0	
Überf. Betrag	0	00	0	0	

----- Staffelung -----				----- Zahlungsvorschlag -----			
----- Fällige Zahlungen -----				----- Zahlungen fällig per -----			
> 60 Tage	31 - 60 Tage	1 - 30 Tage	ÜberfälligeRechn.-Nr	BeschreibungTotal Debitoren Wäh Krd	1 - 364 Tage	365 - 824 Tage	> 824 Tage
EUR				EUR			
Führung	EUR	Euro					
Zähler	1020091	TRANSAGENT Rail d.o.o.					
Kunde	1020091	TRANSAGENT Rail d.o.o.					
49.932,33	0,00	0,00	1,00 802501326	49.932,33	0,00	0,00	0,00
49.932,33	0,00	0,00	1,00 802501370	49.932,33	0,00	0,00	0,00
0,00	0,00	50.992,61	1,00 802501791	50.992,61	0,00	0,00	0,00
99.864,66	0,00	50.992,61	1,00 *** Kunde	150.857,27	0,00	0,00	0,00
99.864,66	0,00	50.992,61	1,00 *** Zähler	150.857,27	0,00	0,00	0,00
99.864,66	0,00	50.992,61	1,00 ** Währung	150.857,27	0,00	0,00	0,00
99.864,66	0,00	50.992,61	1,00 * Firma	150.857,27	0,00	0,00	0,00
			*** Ende des Reports ***				

Railpool 7 GmbH & Co. KG | Aubinger Str. 4 | DE-82166 Gräfelfing

TRANSAGENT Rail d.o.o.
Verdijeva ul. 6

HR 51000 Rijeka

Invoice No.: 802501326
Date: 03.09.2025
Customer No. 1020091
Your VAT ID: HR28340401133
Customer Reference

ANY QUESTIONS?

I will be glad to assist you.

Name: Andreas Gluhak
Phone: 004366488906765
E-Mail: andreas.gluhak@railpool.eu

Dear Sirs,

according to our Operating Lease Agreement we charge you rent payment for

No.	Contract	Pos.	Service Period	QTY	Price per Unit EUR	Total Price EUR
01	C100858 193 HRRS, 6193 188 Monthly rental fee Mietausfallversicherung Wheel Renewal	4	01.10.2025 - 31.10.2025	1,00	46.099,00	46.099,00
						500,00
						3.333,33

Subtotal/	49.932,33 EUR
VAT/	0 % 0,00 EUR
Total Value/	49.932,33 EUR

Exempt from German VAT as the client is registered with the
Croatian VAT authorities.
The invoice is subject to reverse charge
(Business-to-Business sales).

Terms of Payment: First day of the following month
Due on 01.10.2025

THANK YOU VERY MUCH!

OUR FULL SERVICE FROM A SINGLE SOURCE



Railpool 7 GmbH & Co. KG
Aubinger Str. 4
82166 Gräfelfing

Managing Director
Torsten Lehnert
Ingo Wurzer

Phone +498951085770
FAX +49895108577222
E-Mail info@railpool.eu
Web www.railpool.eu

Banking Information
National-Bank AG / NBAGDE3E
IBAN DE07360200300006070078
UniCredit Bank AG / HYVEDEMMXXX
IBAN DE04700202700037300934

Head Office
Gräfelfing
court of reg. München
HRA 92 520

Tax No. 143/558/20468
VAT-ID: DE260616827

Railpool 7 GmbH & Co. KG | Aubinger Str. 4 | DE-82166 Gräfelfing

TRANSAGENT Rail d.o.o.
Verdijeva ul. 6

HR 51000 Rijeka

Invoice No.: 802501370
Date: 23.09.2025
Customer No. 1020091
Your VAT ID: HR28340401133
Customer Reference

ANY QUESTIONS?

I will be glad to assist you.

Name: Andreas Gluhak
Phone: 004366488906765
E-Mail: andreas.gluhak@railpool.eu

Dear Sirs,

according to our Operating Lease Agreement we charge you rent payment for

No.	Contract	Pos.	Service Period	QTY	Price per Unit EUR	Total Price EUR
01	C100858 193 HRRS, 6193 188 Monthly rental fee Mietausfallversicherung Wheel Renewal	4	01.09.2025 - 30.09.2025	1,00	46.099,00	46.099,00
						500,00
						3.333,33

Subtotal/	49.932,33 EUR
VAT/	0 % 0,00 EUR
Total Value/	49.932,33 EUR

Exempt from German VAT as the client is registered with the
Croatian VAT authorities.
The invoice is subject to reverse charge
(Business-to-Business sales).

Terms of Payment: immediately due
Due on 26.09.2025

THANK YOU VERY MUCH!

OUR FULL SERVICE FROM A SINGLE SOURCE



PREVENTIVE
MAINTENANCE



PART &
COMPONENT
MANAGEMENT



DOCUMENTATION



REPAIRS



24/7 EMERGENCY
HOTLINE



WORKSHOP
SUPPORT
& TRAINING



VEHICLE
UPGRADES



INSURANCE



FINANCIAL
SERVICES

Railpool 7 GmbH & Co. KG
Aubinger Str. 4
82166 Gräfelfing

Managing Director
Torsten Lehnert
Ingo Wurzer

Phone +498951085770
FAX +49895108577222
E-Mail info@railpool.eu
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Gräfelfing
court of reg. München
HRA 92 520

Tax No.
143/558/20468
VAT-ID:
DE260616827

Railpool 7 GmbH & Co. KG | Aubinger Str. 4 | DE-82166 Gräfelfing

TRANSAGENT Rail d.o.o.
Verdijeva ul. 6

HR 51000 Rijeka

Reminder No. 0000000488
Date: 10.12.2025
Customer No. 1020091

SIE HABEN FRAGEN?

Ich helfe Ihnen gerne.

Name: Andreas Gluhak
Telefon: 004366488906765
E-Mail: info@railpool.eu

Dear Madam or Sir,

Since our reminders have gone unheeded and we have no record of receipt of payment regarding due invoices we should request payment once more by 19.12.2025 before applying for an order for payment procedure.

Receipt No.	Date:	Due	Reminder No.	Interest Days	Currency	Default Interest	Receivables	Payment	Balance
802501326	03.09.2025	26.09.2025	3	0098	EUR	1.072,52	49.932,33	0,00	49.932,33
802501370	23.09.2025	01.10.2025	3	0078	EUR	853,64	49.932,33	0,00	49.932,33

Outstanding Receivables	EUR	99.864,66
Reminder Fees /	EUR	5,00
Default Interest Total /	EUR	1.926,16
Total /		EUR 99.870,66

Should your payment overlap with our reminder please disregard this.

Incoming payments are taken notice of till 09.12.2025

If you have any questions please do not hesitate to contact us.

Andreas Gluhak

UNSER
FULL-SERVICE
AUS EINER HANDPRÄVENTIVE
WARTUNGERSATZTEIL- &
KOMponenten-
MANAGEMENT

DOKUMENTATION



INSTANDSETZUNG

24/7-HOTFALL-
HOTLINEWERKSTÄTTEN-
SUPPORT
& -TRAININGFAHRZEUG-
AKTUALISIERUNG

VERSICHERUNG



FINANZIERUNG

Railpool 7 GmbH & Co. KG
Aubinger Str. 4
82166 Gräfelfing**Managing Director**
Torsten Lehnert
Ingo Wurzer**Phone** +498951085770
FAX +49895108577222
E-Mail info@railpool.eu
Web www.railpool.eu**Banking Information**
National-Bank AG / NBAGDE3E
IBAN DE07360200300006070078
UniCredit Bank AG / HYVEDEMMXXX
IBAN DE04700202700037300934**Head Office**
Gräfelfing
court of reg. München
HRA 92 520**Tax No.**
143/558/20468
VAT-ID:
DE260616827

Lease Agreement

between

Transagent Rail

Veridieva 6
51000 Rijeka
Croatia

hereinafter "**Lessee**"

and

Railpool 7 GmbH & Co. KG

Bahnhofstraße 110
82166 Gräfelfing
Germany

hereinafter "**Railpool**"

Contract no C100858

dated 09.09.2024

Lessee and Railpool, hereinafter the "Parties", enter into the Lease Agreement on the conditions set forth hereinafter and with the following base information:

Equipment:	4 locomotives
Locomotive type:	Siemens Vectron MS, as set forth in the technical specifications (Annex 1).
Deployment Area:	Croatia, Serbia
Delivery Date:	Loco 1: 15.12.2024 Loco 2: 15.01.2025 Loco 3: 15.01.2025 Loco 4: 01.07.2025
Lease End Date:	Loco 1: 15.02.2030 Loco 2: 15.02.2030 Loco 3: 15.02.2030 Loco 4: 30.06.2030



Monthly rent (net):

Loco 1: 46.099,00 €

Price basis for the years 2024 and 2025 without wheel wear. Price escalation (lease installment) of 2,30 % in each renewal year, beginning with 1st January 2026.

At annual mileage of max. 120.000 km per locomotive. Additional kilometers will be charged at the end of each year with 0.69 €/km.

Loco 2: 46.099,00 €

Price basis for the year 2025 without wheel wear. Price escalation (lease installment) of 2,30 % in each renewal year, beginning with 1st January 2026.

At annual mileage of max. 120.000 km per locomotive. Additional kilometers will be charged at the end of each year with 0.69 €/km.

Loco 3: 46.099,00 €

Price basis for the year 2025 without wheel wear. Price escalation (lease installment) of 2,30 % in each renewal year, beginning with 1st January 2026.

At annual mileage of max. 120.000 km per locomotive. Additional kilometers will be charged at the end of each year with 0.69 €/km.

Loco 4: 46.099,00 €

Price basis for the year 2025 without wheel wear. Price escalation (lease installment) of 2,30 % in each renewal year, beginning with 1st July 2026.

At annual mileage of max. 120.000 km per locomotive. Additional kilometers will be charged at the end of each year with 0.69 €/km.

**Wheel wear (net):
per locomotive**

The lessee must pay a monthly prepayment fee of EUR 3.333,33 per locomotive for the wheel renewal, the agreed wear costs per millimeter per wheel are EUR 98,68 (the yearly indexation will be 2,30 % and starts with January 2026), as described in Sec. 8.4.



Insurance:

All risk insurance as described in Sec. 12

*Coverage of ongoing
rental payments*

The Lessee decides for a coverage of the ongoing rental payments in the event of damage for an amount of **EUR 500** per month and locomotive, according to Sec. 12.1.6 in the Lease Agreement.

Securities:

As mentioned under 4.1:

€ 92.198,00 before delivery per locomotive

The security can be remitted in cash or as bank guarantee.



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Railpool leases to *Lessee* the Equipment on the terms and conditions agreed herein.

1 Delivery of the Equipment

- 1.1 *Railpool* shall deliver the Equipment to *Lessee* on the Delivery Date. *Lessee* shall accept delivery of the Equipment. The place of delivery will be Zagreb, Croatia or as otherwise agreed between the parties.
- 1.2 *Lessee* shall inspect the Equipment for defects jointly with *Railpool*. If and insofar as the Equipment does not deviate from the contractual agreement (as set out in clause 1.3.), *Lessee* shall execute the acceptance certificate set forth in Annex 2 (Sample Delivery and Return Report) and deliver it to *Railpool*.
- 1.3 Discrepancies or defects identified upon transfer of possession.
 - 1.3.1 If there are defects in the Equipment or discrepancies between the Equipment and the contractually agreed condition thereof that do not adversely affect the use of the Equipment by *Lessee* or do so only to a non-material extent, *Lessee* is not entitled to refuse acceptance of the Equipment. The Parties shall note any discrepancies and defects in the Acceptance Certificate.
 - 1.3.2 In the event that the Equipment has material defects or material discrepancies exist between the Equipment and the contractually agreed condition thereof, *Lessee* is not obligated to accept the Equipment. *Railpool* shall remedy the defect or discrepancy and shall thereafter deliver the Equipment to *Lessee*. In this event, the Delivery Date shall be the date on which *Lessee* assumes possession of the Equipment in accordance with the provisions of this Agreement.

2 Payments under the Lease Agreement

- 2.1 The monthly lease installment is due and payable to the account of *Railpool*, in advance, on the first day of each calendar month.
- 2.2 If the commencement of the lease does not fall on the first day of a calendar month, *Lessee* shall owe to *Railpool*, for each calendar day from the Delivery Date until the first day of the next month, a proportional lease installment in the amount of 1/30 of the monthly sum. The same shall apply accordingly if the end of the lease does not fall on the last day of the month.
- 2.3 The lease installment for the first month is due and payable not later than 3 days before *Lessee* assumes possession of the Equipment.
- 2.4 The billing of the millage will be charged to the lessee annually at the end of each year.
- 2.5 All payments to be made by the lessee to *Railpool* shall be made to the following account:

Account holder: Railpool 7 GmbH & Co. KG
 IBAN No.: DE 07 3602 0030 0006 0700 78
 Bank and BIC: National-Bank, Essen, NBAG DE 3E
 Reason for payment: "Rent C100858"



- 2.6 If *Lessee* fails to remit a payment on the due date, *Lessee* shall pay a default interest in the amount of 4% above the respective three-month Euribor on the overdue amount. The assertion of further damages is not excluded.
- 2.7 All payments to be remitted by *Lessee* to *Railpool* must be paid without any deduction of taxes, fees, or other costs. In addition *Lessee* shall pay value-added tax, if any, at the respective statutory rate together with the monthly lease installment.
- 2.8 Furthermore, deductions from the payments owed by *Lessee* under this Agreement, whether for reductions in payment or for other counterclaims, as well as offsetting of claims of *Lessee* against payments and the assertion of a right of retention by *Lessee*, are permitted only if and insofar as such counterclaims have been established by a court decision or have been acknowledged by *Railpool*. In addition, *Lessee* is entitled to assert a right of retention only based upon claims under this Agreement.

3 Taxes

- 3.1 *Lessee* shall bear any and all taxes, administrative fees, and contributions that are associated with the lease and with the operation and possession of the Equipment.
- 3.2 If, after conclusion of this Lease Agreement, new taxes, fees or contributions are introduced, or existing taxes, fees or contributions are increased, with respect to the Equipment and the lease and operation thereof, which the *Lessee* is not required to bear in accordance with Sec. 3.1 above, *Railpool* is entitled to adjust the lease installments accordingly.
- 3.3 *Railpool* shall, however, bear all taxes assessed on the profits or assets of *Railpool* in general.

4 Securities

- 4.1 Before delivery of the Equipment occurs, *Lessee* shall remit to *Railpool* a security in the amount of two months' net rent. The security is due and payable not later than 3 days before delivery of the Equipment occurs. The security can be remitted in cash or as bank guarantee.
- 4.2 *Railpool* shall not be obligated to manage the security provided separately from its own assets.
- 4.3 The security granted serves to secure all claims of *Railpool* against *Lessee* under this Lease Agreement, and any other lease agreement between *Railpool* and *Lessee*.

5 Title, registration

- 5.1 The Equipment is the property of *Railpool* or of companies associated with *Railpool*. Additionally, title to the Equipment may have been, or in the future may be, transferred by the respective owner to a refinancing party or another company.



- 5.2 Railpool reserves the right to exchange the equipment described according page1 with an equipment which is comparable for the lessee. Railpool shall coordinate the performance of the exchange with Lessee upon due consideration of Lessee's operations. Railpool shall notify Lessee of the details of the process, if possible, at least 14 Business Days before the performance of the exchange. For the delivery of the equipment the provisions of Sec. 1.2 and for the return of the equipment the provisions of Sec. 15 shall apply accordingly.
- 5.3 Lessee is not permitted to sell, pledge, or give away the Equipment or to transfer title thereto by way of security or otherwise encumber it in any way. Lessee is obligated to keep the Equipment free of any third party rights
- 5.4 Railpool shall register the Equipment in the vehicle operation register, indicating Railpool as keeper, Entity in charge of Maintenance (ECM-agency, as long as of any legal regulation in place) and owner, or the owner designated by Railpool, as the case may be, as the owner.
- 5.5 If, at present or in the future, the rights of Railpool or of a refinancing partner in the Equipment, or under this Agreement are registered in a domestic, foreign, or international register, or if any other formal protection of such rights is possible, Lessee shall cooperate in such registration or acquisition of such other protection, as the case may be.

6 Operation and use of the Equipment

- 6.1 Lessee is not the operator of the Equipment. Lessee bears all risks arising from the operation of the Equipment by third party including storage of the Equipment and from the physical custody and possession thereof. Lessee shall indemnify and hold harmless Railpool from all risks, claims by third parties, obligations, and expenditures that arise from such operational risk.
- 6.2 The Equipment may only be used by Lessee itself or personnel instructed by Lessee, except for subleases in accordance to sec 7.
- 6.3 Lessee or the operator must have all permits, authorizations, and approvals required for the operation of the Equipment.
- 6.4 The Equipment may be used in the context of Lessee's regular business operations on all public rail tracks within the Deployment Area specified on page 1. Any other use of the Equipment requires the prior approval of Railpool.
- 6.5 The Equipment must be maintained in a condition that is safe and ready for operation and for use in traffic at all times.
- 6.6 The operation of the Equipment must take place in compliance with all legal and official rules and regulations and in accordance with Railpool's or the manufacturer's specifications, including the performance of all necessary inspections of the Equipment.



- 6.7 Lessee may only use professionally qualified staff and third parties, each of whom must meet the legal requirements and the requirements set by the manufacturer for all activities associated with the operation, use, and deployment of the Equipment. All parts and supplies used must be approved by the manufacturer for the respective use.
- 6.8 Lessee shall bear all costs, fees, contributions, and taxes and other official contributions that are associated with the operation, use, and deployment of the Equipment. Lessee shall indemnify and hold harmless Railpool from any and all costs, taxes, third-party claims, fees, and official contributions that arise in connection with the operation, use, and deployment of the Equipment. In particular Lessee has to ensure to register the Equipment at its power supplier correctly.

7 Sublease

- 7.1 Lessee is not permitted to sell, pledge, or give away the Equipment or to transfer title thereto by way of security or otherwise encumber it in any way. Lessee is obligated to keep the Equipment free of any third party rights other than sublease to the railway operators listed below in accordance to clause 7. Nevertheless, the Lessee assumes all responsibility vis a vis Railpool under this Agreement and shall be responsible for all actions of the railway operators listed below as for his own.
- 7.2 Lessee is obliged to carry out all necessary and required by law activities in relation to export the Equipment to Republic of Serbia.
- 7.3 Lessee is obliged to perform all necessary and required by law activities in relation to import the Equipment from Republic of Serbia.
- 7.4 Obligations and related activities described in points 7.2 and 7.3 will be organized and related to them costs will be covered by Lessee.
- 7.5 Sublease does not release Lessee either from the obligation to pay rent or from the duty to comply with all obligations under this Agreement.

8 Maintenance

- 8.1 Railpool assumes the costs of, and responsibility for implementing, all preventive maintenance measures, including replacing replacement parts and parts subject to replacement for wear and tear.
- 8.2 All plannable maintenance work (hereinafter referred to as "Preventive Maintenance") shall be carried out in accordance with the instructions attached hereto as Annex 3 (*Maintenance Schedule*).



8.3 *Railpool* additionally warrants the availability of the Locomotive with respect to technical defects in the Locomotive that are not attributable to accidental damage, Lessee Modifications, third-party interference, improper operation, improper regular maintenance (if and insofar as such is incumbent upon Lessee), or improper use of the Locomotive (hereinafter "Defects"). *Railpool* shall remedy any and all Defects in the Locomotive at its own expense (hereinafter "corrective Maintenance"). The maximum downtime for corrective maintenance, from the time the rented item is made available in a workshop assigned by *Railpool* for this purpose is 48 hours. Large components (e.g. traction motor, compressor, etc.) and Mandatory Modifications with a maximum downtime of 96 hours are excluded from this. During the Corrective Maintenance or change of Large components or Mandatory Modifications, the lessee is entitled to a rental exemption or a spare locomotive free of charge until the technical defect or change has been rectified. *Railpool* will decide whether a spare locomotive or a rental exemption will be provided. Explicitly excluded from corrective maintenance are flat spots, chipping, welds and other violent damage to the wheels, which are due to improper use, unless these damages are based on a defect of the locomotive, which the lessee must prove to *Railpool*. In addition the necessary reworking and adjustment work will be charged. In addition, costs may be incurred for the transfer to and from the lathe location, insofar as these are not carried out by the lessee. All costs are exclusive of the respective statutory taxes.

8.4 The Lessee must pay a monthly prepayment fee of EUR 3.333,33 per locomotive for the usage of the wheels.

At the end of each calendar year, *Railpool* will provide an invoice of actual wheel wear for the current calendar year. The agreed wear costs per millimeter per wheel are EUR 98,68 (the yearly indexation will be 2,30 % and starts with 1st January 2026).

In total, this will be charged to all 8 wheels of each locomotive. The prepayment contribution will be deducted at the time of settlement. Any additional payment must be paid by the Lessee within 14 days of settlement. Any credit note by *Railpool* can be deducted from the payment of the next rental invoice.

8.5 *Lessee* shall implement the regular work and checks (daily preparation and finalization service) necessary for day-to-day operation, as well as the necessary cleaning and care measures at its own expense. *Lessee* is responsible for the use and procurement of the required supplies (sand, water, windscreen washer etc.) including drivers' cabins dry cleaning and carbody cleaning.

8.5.1 *Railpool* is entitled to invoice consumables costs (290 €/maintenance event) cabins cleaning (145 €/event) and carbody cleaning (700 €/event) mentioned in point 8.5 if this will not be secured or covered by *Lessee*.

8.6 The following applies to maintenance work to be performed by *Railpool*:

8.6.1 *Railpool* shall select the work contractors who are to perform the maintenance measures at its own discretion. In performing the maintenance work, *Railpool* shall provide for compliance with the statutory regulations and the relevant generally acknowledged engineering technique.

8.6.2 *Railpool* shall coordinate the performance of maintenance work with *Lessee* upon due consideration of *Lessee's* operations. The monthly lease installment is further charged during the maintenance work.

8.6.3 The *Lessee* shall make the locomotive available at the agreed time and at the agreed workshop location. Missed workshop appointments due to late provision of the locomotive by the *lessee* may lead to additional costs in the respective workshop. *Railpool* will charge these costs to the *lessee*. If the *lessee* misses workshop appointments, *Railpool* undertakes to offer the *lessee* the next possible free appointment. The guaranteed availability according to 8.3. shall then apply accordingly from the beginning of the newly agreed workshop appointment and if it is provided in due time.

8.6.4 The following applies to Preventive Maintenance work:

If *Lessee* becomes aware that a preventive maintenance measure is necessary, *Lessee* shall inform *Railpool* without delay and, if possible, at least five Business Days before the time at which the relevant maintenance work is to be performed. If and insofar as *Railpool* is aware of the fact that the relevant maintenance work needs to be performed, whether such knowledge is based on such notice or on other circumstances, *Railpool* shall notify *Lessee* of the details of the process at least three Business Days before the performance of the maintenance work.

8.6.5 The following applies to Corrective Maintenance work:

If a Defect in the Equipment becomes evident and such Defect permits the continued operation of the Equipment, the provisions of Sec. 8.6.4 shall apply accordingly.

8.6.6 *Lessee* must transfer the Equipment (in the event of Sec. 8.6.5 to the extent possible) to the next workshop of *Railpool* at its own expense. If and insofar as *Railpool* instructs *Lessee* to transfer the Equipment to another location, *Railpool* shall assume the additional transfer costs (energy, track) arising as a result thereof.

9 Warranty Provisions

9.1 *Lessee* itself is a railway transportation company and has the necessary expertise for the selection and technical evaluation of the Equipment.



- 9.2 Warranty claims against any manufacturer, supplier, work contractor or other parties liable for warranties may exclusively be pursued by *Railpool*. *Lessee* shall, however, provide *Railpool* with appropriate support in the assertion of warranty claims. *Lessee* shall provide the Equipment for the performance of warranty work and precautionary alterations by a supplier or work contractor. Down time, if any, shall be coordinated with *Lessee*. Where possible, *Railpool* shall inform *Lessee* of the performance of the respective measures at least 14 days before the performance of the relevant measure.

10 Changes in the Equipment

- 10.1 If it should become necessary, due to legal or governmental requirements or requirements of the provider of rail tracks, to change the Equipment ("*Mandatory Modifications*"), the following applies:

- 10.1.1 The *Lessee* shall notify *Railpool* of any *Mandatory Modifications* that have to be implemented on the Equipment. *Mandatory Modifications* shall be implemented by *Railpool* in observance of customary technical standards and in accordance with statutory and regulatory rules and regulations. If a *Mandatory Modification* requires the approval of a government agency, the *Lessee* shall obtain such approval at its own expense. *Mandatory Modifications* shall become part of the property owned by the owner of the Equipment. Upon termination of the Lease, these items shall, in all events, remain on the Equipment.

- 10.1.2 The following applies to the performance and coordination of *Mandatory Modifications*:

Railpool shall coordinate the installation of *Mandatory Modifications* with *Lessee* in taking into account *Lessee's* business-related concerns. Where possible, *Railpool* shall inform *Lessee* of the process at least 14 days before the implementation of the measure in question.

- 10.1.3 *Railpool* shall bear the costs of *Mandatory Modifications*. *Railpool* is entitled to adjust the Monthly rent accordingly, taking into account the costs for *Mandatory Modifications*. For the adjustment the parties will sign an amendment to this lease agreement. If the parties cannot come to an agreement concerning the amount of costs, a jointly authorized expert will decide as arbitrator. The costs for the expert's report will be borne by both parties one half each. The adjusted rental fee has to be paid for the first time in that month which is following the month during which the *Mandatory Modification* was carried out.

- 10.2 *Modifications* by *Lessee* that do not constitute *Mandatory Modifications* require the approval of *Railpool* ("*Lessee Modification*"). *Railpool* is entitled to withhold its consent thereto at its own discretion. If changes require the approval of a government agency, *Lessee* shall obtain such approval at its own expense and shall inform *Railpool* thereof already at the time at which the approval is applied for.



- 10.2.1 *Lessee* Modifications shall be performed at *Lessee's* expense. *Lessee* Modifications shall be performed in accordance with the specifications of *Railpool* and applicable legal rules and regulations and manufacturer requirements. *Lessee* Modifications shall become part of the property owned by the owner of the Equipment as from the time of implementation or installation thereof on the Equipment. Sec. 10.2.2 shall remain unaffected and precedes this regulation.
- 10.2.2 If the *Lessee* made modifications as defined in Sec. 10.2 of this Agreement, he has to ensure, at its own expense, that these are removed on the Return Date and that the Equipment is returned to its original condition. However, the *Lessee* shall not be allowed to remove such modifications if *Railpool* communicates no later than two weeks prior to the Return Date that the respective *Lessee* Modification is to remain on the Equipment. In such case the *Lessee* has a right to an adequate reimbursement for this modification. For the adequate reimbursement the parties will sign an amendment to this lease agreement. If the Parties are unable to reach an agreement to the amount of the reimbursement, the matter shall be decided by an expert, acting as an arbitrator, who has been commissioned by *Railpool*. Each of the Parties shall bear one-half of the costs of such expert.
- 10.2.3 In such case, *Railpool* shall reimburse *Lessee* for a proportional amount of the costs, taking into account the remaining residual value of the respective *Lessee* Modification

11 Damage and loss of the Equipment; liability

- 11.1 The risk of accidental loss, loss, total and constructive loss, theft, and diminishment of value (hereinafter collectively "*Loss*") of, as well as the risk of damage to the Equipment shall be borne by *Lessee* unless the *Loss* or damage is based on wrongful intent or gross negligence on the part of *Railpool*. Nothing herein shall affect the provisions with respect to Corrective Maintenance.
- 11.2 In the event of damage that does not constitute a Defect as provided for in Sec. 8.3 and does not represent a total loss in accordance with Sec. 11.1, the following applies:
- 11.2.1 *Lessee* shall inform *Railpool* of the damage without delay.
- 11.2.2 *Railpool* shall thereupon perform the repair works in accordance with the applicable legal rules and regulations and further requirements, if applicable, or shall have such repair performed accordingly by the work contractor designated by it in its own discretion. The costs shall be borne as provided for in Sec. 11.6.
- 11.2.3 *Lessee* must pay the Monthly rent for the period for which the Equipment is not available due to the damage and repair. *Lessee* shall have no claim for a replacement locomotive for down time arising as a result of the damage and the repair thereof.



- 11.3 In the event of a Loss to be borne by *Lessee* pursuant to Sec. 11.1, *Lessee* shall pay to *Railpool* indemnification in the value of the vehicle, which will equal the sum of the still outstanding residual financing amounts. Payment shall be due within 60 business days following the Loss.
- 11.4 In respect of the cases provided for in Sec. 11.2 and 11.3, the assertion of further claims by *Railpool* against the *Lessee* concerning the Equipment shall be precluded.
- 11.5 Except in cases of gross negligence or wrongful intent, *Railpool* is not liable to *Lessee* for direct or indirect damage or injury sustained by *Lessee* or other parties through the use of the Equipment or through interruption in or deprivation of the use thereof.
- 11.6 The *Lessee* shall bear any repair costs under Sec. 11.2 and same shall apply for the vehicle value, as determined by the still outstanding residual financing amounts in accordance with Sec. 11.3 in case of a Loss, only up to an amount corresponding to the deductible under the all risk insurance in accordance with Sec. 12.1.3 Any repair costs over and above that amount shall be borne by the *Lessee* only if and insofar as the insurer is released from its indemnification obligation in accordance with the terms and conditions of the all risk insurance or any applicable statutory provisions complementing these terms and conditions due to the conduct of the *Lessee* or a co-insured party..

12 Insurance

12.1 All risk insurance

- 12.1.1 *Railpool* has taken out all risk insurance for the Equipment at its own expense. The *Lessee* and any approved sub-lessees are co-insured under this all risk insurance. The insurance covers fundamentally all unforeseen physical damage (property damage) to the Equipment. the exact coverage amount is set forth in Annex 4 (*Scope of Insurance*).
- 12.1.2 In order to keep the insurance coverage in place, the *Lessee*, its agents and employees must fulfill all duties set forth in Schedule 4 (*Scope of Insurance*). Non-fulfillment of these duties can result in loss of insurance coverage. Any disadvantages resulting from such non-fulfillment shall be borne by the *Lessee*.
- 12.1.3 The deductible under such all risk insurance shall amount to € 10,000 per claim and must – vis-à-vis *Railpool* – be borne by *Lessee*. Any additional deductions made by the insurer shall be borne by the *Lessee* only if the *Lessee* or its agents or instructees have violated the terms and conditions of the insurance policy or other duties of care under the all risk insurance, or if they have intentionally caused the event of damage.

12.1.4 The processing of claims with the insurance company shall be handled through *Railpool*. Lessee shall actively cooperate in the handling of claims. In particular, the Lessee shall ensure that the insurer and *Railpool* or persons commissioned by *Railpool* have access, to the extent possible, to the site where the damage occurred.

12.1.5 The conclusion by *Railpool* of the all risk insurance does not release Lessee from any statutory insurance obligations that may apply.

12.1.6 The Lessee decides for coverage of the ongoing rental payments towards Lessor in the event of damage and repair that lasts longer than 14 days. This means 14 days are paid by Lessee and as of 15th day the monthly rent is paid by insurance.

12.2 Liability insurance

Lessee must, at all times between taking delivery of the Equipment from *Railpool* and the return thereof, ensure, at its own expense, that a liability insurance coverage that meets applicable statutory requirements is available, however at least in a amount of applicable statutory requirements of Germany.

12.3 If at any given time the liability insurance that Lessee is required to obtain pursuant to this Agreement, or any other type of insurance required by law, is not effective, Lessee is not permitted to use or operate the Equipment from such time onward until the requisite insurance coverage has been re-installed. The right of *Railpool* to terminate the agreement pursuant to Sec. 14.2.2 shall persist, even in the event of such a suspension of operation.

13 Lessee's obligations to provide information; Right of inspection

13.1 Lessee must inform *Railpool* in full, without delay, of all significant events in connection with the Equipment and the operation thereof. In particular, Lessee must inform *Railpool* of the following events without delay following the occurrence thereof:

13.1.1 Loss, damage, total loss, theft, or diminishment of value of the Equipment, or cessation of the suitability of the Equipment for use;

13.1.2 Personal injury or third party property damage in connection with the operation of the Equipment;

13.1.3 Issuance, or the threat of issuance, of orders by government agencies with respect to the Equipment or the operation thereof;

13.1.4 Changes with respect to the insurance policies required pursuant to Sec. 12.

13.2 Right of inspection



By arrangement with *Lessee*, *Railpool* is entitled to inspect the Equipment and check its condition. If *Railpool* is worried that a breach of contract may have occurred, *Railpool* may avail itself of this right at any time without any prior notice being required. *Lessee* hereby grants *Railpool* irrevocable permission to enter the grounds and building of *Lessee's* business for the purposes of such inspection.

13.3 Obligation to provide regular information with respect to financial circumstances

During the term of this Agreement, *Lessee* is obligated to submit its financial statements and balance sheet related documents upon the request of *Railpool*. *Railpool* commits to treat such documents as confidential.

14 Termination

14.1 The ordinary termination of this Agreement is explicitly excluded.

14.2 Extraordinary termination by *Railpool* is permitted if there is a good cause that renders the continuation of the Lease Agreement unacceptable for *Railpool*.

Such good cause is deemed to exist in particular if

14.2.1 *Lessee* repeated defaults fully or partially on payments to *Railpool* for the contractually rent owed or other amounts owed;

14.2.2 The insurance policies which *Lessee* is required to enter into or maintain pursuant to this Agreement are not or cease to be effective or the continuous availability thereof appears to be seriously jeopardized;

14.2.3 *Lessee*, in the context of railway transportation operations, jeopardizes or violates safe operating conditions in a severe manner or repeatedly or contrary to the express instructions of the supervisory authority;

14.2.4 *Lessee's* permit to operate as a railway transportation company is revoked;

14.2.5 *Lessee* violates any other substantial obligation under this Agreement and *Lessee* has failed to furnish proof to *Railpool* that it has remedied such violation within ten Business Days after *Railpool's* request to *Lessee* to remedy such breach of contract;

14.2.6 other circumstances exist that entitle *Railpool* to an extraordinary termination under another lease agreement with *Lessee*;



- 14.3 In the event of a good cause, *Railpool* is entitled to terminate the Lease Agreement with immediate effect by way of written notice to *Lessee*. *Lessee* must return the Equipment to *Railpool* without delay, in accordance with the provisions of Sec. 155. In such a case, *Lessee* shall not be reimbursed for lease installments already paid. *Lessee* shall indemnify *Railpool* for any and all damage or losses sustained by *Railpool* as a result of the termination hereof and the event upon which such termination is based.
- 14.4 Extraordinary termination by *Lessee* is permitted if there is an important cause making it unreasonable for the *Lessee* to continue the lease. An important cause exists in particular if the contractually agreed use of the Equipment was not granted to, or withdrawn again from, *Lessee* in full or to an essential part, and if two attempts at remediation of or replacement delivery for the same defect made by *Railpool* within a reasonable timeframe have remained unsuccessful. *Lessee* shall report any and all defects to *Railpool* in writing.

15 Termination of the Lease Agreement; Return of the Equipment

- 15.1 At the end of the Term of the Lease Agreement, and in the case of any prior termination thereof (the "*Return Date*"), *Lessee* must return the Equipment to *Railpool* as well as any and all documents that pertain to the Equipment or are necessary for the operation thereof, at *Lessee*'s expense and at *Lessee*'s own risk. *Railpool* hereby already objects to any presumed continuation of the Agreement and the continuation of *Lessee*'s use of the Equipment as a result of *Lessee*'s failure to return the Equipment in due time.
- 15.2 The Equipment must be redelivered at a border railway station between Hungary and Croatia or as otherwise agreed between the Parties (*Return Location*). *Railpool* shall notify *Lessee* of the Return Location, such notice to be given no later than five days prior to the Return Date in case of a scheduled termination.
- 15.3 Return condition
- 15.3.1 Upon return, the Equipment must be in good and marketable condition, clean, and free of damage, and must, aside from usual wear and tear, be in a condition that is free of technical or visible defects or deficiencies, and must in every respect satisfy the legal rules and regulations and the requirements of the provider of rail tracks that apply within the Deployment Area.
- 15.3.2 If *Lessee* has applied signage to the Equipment or approved the application thereof by third parties, *Lessee* must ensure at its own expense that such signs are removed, with the exception of official railway identification signs and codes, on the Return Date.



- 15.4 At the option of *Railpool*, any and all defects which are detected upon the return of the Equipment must either be remedied without undue delay by *Lessee* or shall be remedied at *Lessee*'s expense by a third party designated by *Railpool*. Without prejudice to the provision set forth in Sec. 15.3, *Lessee* remains obligated, until the Equipment is returned free and clear of defects, to pay to *Railpool* a compensation for use in the amount and on the terms of the rent owed until then. *Railpool* reserves the right to assert claims for damage or losses in excess of the foregoing.
- 15.5 If the Parties are unable to reach an agreement as to the condition of the Equipment or the discrepancies between its actual condition and the required condition, the matter shall be decided by an expert, acting as an arbitrator, who has been commissioned by *Railpool*. Each of the Parties shall bear one-half of the costs of such expert.
- 15.6 *Lessee* and *Railpool* shall prepare a protocol of the return of the Equipment in accordance with Annex 2 (*Sample Delivery and Return Report*). Upon the return thereof, all rights of *Lessee* with respect to the Equipment shall lapse.

16 Assignability

- 16.1 *Lessee* may not assign its claims and rights under this Agreement to third parties except with the prior written consent of *Railpool*.
- 16.2 *Railpool* is permitted to assign its rights under this Agreement and its rights to the Equipment, for instance for purposes of refinancing, to third parties without *Lessee*'s consent.
- 16.3 *Railpool* is moreover permitted to transfer all rights and obligations under this Agreement and to transfer the title to the Equipment to refinancing partners and other leasing companies by way of subrogation of this Agreement or conversion of corporate structure (e.g. merger or spin-off), if and insofar as the economic and legal situation of *Lessee* is not negatively affected a result of such assignment and/or transfer.

17 Final provisions

- 17.1 *Railpool* and *Lessee* shall cooperate in the implementation of this Agreement and each of them shall grant due consideration for the concerns of the respective other Party. In particular, each of the Parties shall provide the other with the information that the other Party requires in order to comply with its contractual and statutory obligations.
- 17.2 To avoid doubts the Parties declare that nothing in this Agreement constitute an obligation for *Railpool* to carry on, or assist in, import/export procedures or proceedings. All such procedures and proceedings will be carried on solely by the *Lessee*, at his own expense.

- 17.3 Both sides shall treat the content of this Agreement and the Annexes hereto as confidential. Exempted from this provision is disclosure hereof to persons who are subject to a statutory obligation to maintain confidentiality, if and insofar as such disclosure is necessary for the proper conduct of the business or in pursuit of legitimate interests, as well as for purposes of refinancing. Any statutory disclosure duties (e.g. tax authorities) shall not be affected hereby.
- 17.4 The present Agreement together with the Annexes hereto, represents the entire agreement between the Parties. Amendments and addenda hereto are not valid unless made in written form. The same applies to amendments to or the waiver of this clause requiring the written form.
- 17.5 Should any of the foregoing provisions be invalid or unenforceable in whole or in part, the remainder of the foregoing Agreement shall remain unaffected thereby. Invalid or unenforceable provisions must be replaced in accordance with the spirit and purpose of this Agreement. Gaps in the provisions hereof must be closed in accordance with the spirit and purpose of this Agreement.
- 17.6 The law of the Federal Republic of Germany applies to this Agreement and to the non-contractual obligations arising here from. The place of jurisdiction for all disputes arising under this Agreement is Munich.


Annexes:

- Annex 1: Technical Specifications of the Locomotive
Annex 2: Sample Delivery and Return Report "Dokulok"
Annex 3: Maintenance Schedule
Annex 4: Scope of Insurance
Annex 5: Contacts

Transagent Rail

Lessee

Place, date: Rijeka, 20.09.2024

TIHOMIR JANDIK
CEO - Transagent Rail

TRANSAGENT RAIL
d.o.o.
RIJEKA

1

Name:

Name:

Title:

Title:

Railpool 7 GmbH & Co. KG

Railpool

Place, date: Gräfelfing, 20. September 2024

DocuSigned by:

Torsten LEHNERT

AF3EE95920624C1

Name: Torsten Lehnert

Title: CEO

DocuSigned by:

Ingo WURZER

7714E9FC1357459

Name: Ingo Wurzer

Title: CFO

1. Appendix from 17th of December 2024 to the Lease Agreement C100858 dated 9th September 2024

between

Transagent Rail
Veridieva 6
51000 Rijeka
Croatia

hereinafter "Lessee"

and

Railpool 7 GmbH & Co. KG
Bahnhofstraße 110
82166 Gräfelfing
Germany

hereinafter "Railpool"

Lessee and *Railpool*, hereinafter the "Parties", agree with this Appendix on the following amendments to the contract C100858:

The Lessee and Railpool agree and decide to adapt the lease start date and lease end date of the second and third Equipment (Loc 2 and Loc 3) of the Lease Agreement C100858 dated 9th of September 2024 as follows:

Lease Start Date

Loco 2: 01.05.2025 (instead of 15.01.2025)
Loco 3: 01.06.2025 (instead of 15.01.2025)

Lease End Date:

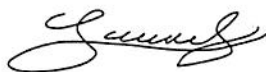
Loco 2: 30.04.2030 (instead of 15.02.2030)
Loco 3: 31.05.2030 (instead of 15.02.2030)

All other conditions from the Lease Agreement remain unchanged.

Transagent Rail

Lessee

Rijeka, date:



Name: Tihomir Jandik

Title: CEO Transagent Rail

Name:

Title:

Railpool 7 GmbH& Co. KG

Railpool

Gräfelfing, date: 17. Dezember 2024

DocuSigned by:

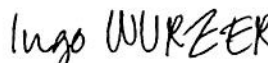


AF3EE95920624C1

Name: Torsten Lehnert

Title: CEO

DocuSigned by:



7714E9EC1357459

Name: Ingo Wurzer

Title: CFO

**2. Appendix from 17th April 2025 to the
Lease Agreement C100858 dated 9th September 2024**

between

Transagent Rail
Veridieva 6
51000 Rijeka
Croatia

hereinafter "Lessee"

and

Railpool 7 GmbH & Co. KG
Bahnhofstraße 110
82166 Gräfelfing
Germany

hereinafter "Railpool"

The *Lessee* and *Railpool*, hereinafter referred to as the "Parties", intend to return the securities provided for Loco 1 under contract C100858 dated 9 September 2024 in the total amount of EUR 92,198.00 by irrevocable bank guarantees on first demand.

The parties agree to replace the securities provided for Loco 1 in accordance with section 4.1 of lease agreement C100858 with bank guarantees on first demand dated 19th March 2025 (Guarantee No. 2424-0-00792) as follows:

1. The lessee is authorized to provide security in the form of a directly enforceable, indefinite, irrevocable bank guarantee from a financial institution acceptable to Railpool.
2. The lessee is obliged to inform Railpool at least one month before the expiry of the respective guarantee(s) and to provide at least one month before the expiry a new guarantee with the same content, amount and a validity of at least 12 further months.
3. The lessee must ensure that the bank guarantee is issued with a term of at least 12 months, even if the lease agreement for the locomotive in question ends in less than 12 months. The guarantee in question must outlast the rental agreement for the locomotive in question by at least 3 months.
4. If the lessee does not fulfil these obligations from clauses 1-3, Railpool has the right to terminate the relevant rental contract without notice. The lessee undertakes to return the locomotive in question immediately and to pay a contractual penalty of 6 gross monthly rents.

As soon as the guarantees have been provided in sufficient form and scope and the lessee fulfils the above conditions, Railpool undertakes to refund the deposits already paid to the lessee in the following amount:


Loco type	Loco no.	Contract	Delivery Date	Lease end date	Deposit (€)
Vectron	6193 188	C100858_Loco 1	15.12.2024	15.02.2030	92.198,00 €

All other conditions of the contract and appendixes stated above remain unchanged.

Transagent Rail

Lessee

Place, date: Rijeka 22.4.2025



Name: Tihomir Jandik

Title: CEO


Name:

Title:


Railpool 7 GmbH& Co. KG

Railpool

Place, date: Gräfelfing, 23. April 2025

DocuSigned by:

AF3EE95920624C1...

Name: Torsten Lehnert
Title: CEO

DocuSigned by:

7714E9FC1357459...

Name: Ingo Wurzer
Title: CFO

**3. Appendix from 13th May 2025 to the
Lease Agreement C100858 dated 9th September 2024**

between

Transagent Rail
Veridieva 6
51000 Rijeka
Croatia

hereinafter "Lessee"

and

Railpool 7 GmbH & Co. KG
Bahnhofstraße 110
82166 Gräfelfing
Germany

hereinafter "Railpool"

- 1) *Lessee* and *Railpool*, hereinafter the "Parties", agree with this Appendix on the following amendments to the contract C100858 - the following locomotives will not be delivered:

Delivery Date: Loco 2: 01.05.2025
Loco 3: 01.06.2025

Lease End Date: Loco 2: 30.04.2030
Loco 3: 31.05.2030

The Lessee commits to lease the next two locomotives from Railpool again if the transport volume increases.

Should the Lessee lease locomotives from another source, a penalty of **€50,000 per locomotive** will be due retroactively as a one-time payment. The penalty is payable within 14 days of becoming known.

2) *Lessee* and *Railpool*, hereinafter the "Parties", agree with this Appendix on the following amendment to the contract C100858:

The lease start date and lease end date of the fourth Equipment (Loc 4) of the Lease Agreement C100858 dated 9th of September 2024 will be changed as follows:

Lease Start Date Loco 4: 01.09.2025 (instead of 01.07.2025)

Lease End Date: Loco 4: 31.08.2030 (instead of 30.06.2030)

All other conditions of the contract and appendixes remain unchanged.

Transagent Rail

Lessee

Place, date:



Name: Tihomir Jandik

Title: CEO Transagent Rail d.o.o.



Name:

Title:

Railpool 7 GmbH & Co. KG


Railpool

Place, date: Gräfelfing, 16. Mai 2025

DocuSigned by:

AF3EE95920624C1...

Name: Torsten Lehnert
Title: CEO

DocuSigned by:

7714E9EC1357459

Name: Ingo Wurzer
Title: CFO

Transagent claim request

From Nikolas Wiechmann <nikolas.wiechmann@railpool.eu>

Date Wed 12/17/2025 4:18 PM

To PRIJAVA-TRAZBINE <prijavatrazbine@fina.hr>

Cc Andreas Gluhak <andreas.gluhak@railpool.eu>; Patrycja Lapko <Patrycja.Lapko@railpool.eu>; Alexander Wandl <alexander.wandl@railpool.eu>; Özden Karaca <oezden.karaca@railpool.eu>; Fabian Wagner <fabian.wagner@railpool.eu>

 9 attachments (10 MB)

20251217_offene Forderungen Transagent Rail.pdf; 251217 FoA claim Request Railpool_Transagent.pdf; Transagent Rail 802501326.pdf; Transagent Rail 802501370 NB Sept 2025.pdf; Transagent Rail_Reminder.pdf; C100858_MV.pdf; C100858_NT01.pdf; C100858_NT02.pdf; C100858_NT03.pdf;

Einige Personen, die diese Nachricht erhalten haben, erhalten nicht oft eine E-Mail von nikolas.wiechmann@railpool.eu. [Erfahren Sie, warum dies wichtig ist](#)

Poštovani,

Zadovoljstvo nam je odobriti Vaš predloženi plan plaćanja.

U prilogu Vam dostavljamo naše neizmirene potraživanja. Rado ćemo Vam poslati neizmirena potraživanja do 13. listopada 2025. i bili bismo zahvalni ako bismo unaprijed mogli dobiti pravni savjet, ukoliko to bude potrebno. Slobodno nas kontaktirajte ako imate bilo kakvih pitanja.

S poštovanjem,

Nikolas Wiechmann
Odvjetnik

(Sehr geehrte Damen und Herren,
gerne stimmen wir hiermit Ihrem vorgeschlagenen Zahlungsplan zu.
In der Anlage übersenden wir Ihnen unsere offenen Forderungen. Gerne übersenden wir Ihnen die offenen Forderungen bis 13.10.2025 und bitten bereits jetzt um einen rechtlichen Hinweis, sollte dies erforderlich sein.
Für Fragen stehen wir gerne zur Verfügung.

Mit freundlichen Grüßen
Nikolas wiechmann
Rechtsanwalt)

Mit freundlichen Grüßen/ Kind regards

Nikolas Wiechmann
Legal Counsel, Syndikusrechtsanwalt



Railpool GmbH
Seidlstraße 23
80335 München

Tel.: +49 89 5108 577 217
Mobil: +49 151 703 144 32

E-Mail: nikolas.wiechmann@railpool.eu

Web: www.railpool.eu

Handelsregister/Company's register: HRB 174299, München

Geschäftsführung/Managing Directors: Torsten Lehnert, Ingo Wurzer

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