



NOTARY PUBLIC OF TALLINN TRIIN LEKK

Notarial deed in the notary's book of professional activities No. 2372

This notarial deed has been prepared and certified on the fourth of October year two thousand and ten (04.10.2010) by Triin Lekk, a notary public of Tallinn, whose notary's office is located in Tallinn, Roosikrantsi tn 11, and before whom the following persons appeared:

AS Nordecon International, registry code 10099962, address Pärnu mnt 158/1, Tallinn, 11317, e-mail nordecon@nordecon.com, hereinafter the **Acquiring Company**, represented by the Chairman of the Management Board, entered into the registry card of the company, **Jaano Vink**, personal identification code 36902070351, who is a person known to the notary public. The person certifying the notarial deed has verified the legal capacity of the company and the representative's right of representation in the central database of Registry Departments of the County Courts on the day of certifying this notarial deed,

AS Nordecon Infra, registry code 10310842, address Pärnu mnt 158/1, Tallinn, 11317, e-mail infra@nordecon.com, hereinafter the **Company Being Acquired I**, represented by the Management Board member, entered into the registry card of the company, Erkki Suurorg, personal identification code 37112260218, who is a person known to the notary public. The person certifying the notarial deed has verified the legal capacity of the company and the representative's right of representation in the central database of Registry Departments of the County Courts on the day of certifying this notarial deed,

AS Nordecon Ehitus, registry code 10210032, address Ringtee 12, Tartu, 51013, hereinafter the **Company Being Acquired II**, represented by the Management Board member, entered into the registry card of the company, **Avo Ambur**, personal identification code 36908160249, whose identity has been verified on the basis of A1518035. The person certifying the notarial deed has verified the legal capacity of the company and the representative's right of representation in the central database of Registry Departments of the County Courts on the day of certifying this notarial deed.

The Company Being Acquired I and the Company Being Acquired II hereinafter jointly referred to as the **Companies Being Acquired**;

The Acquiring Company and the Company Being Acquired I and the Company Being Acquired II hereinafter jointly referred to as the **Merging Companies**, who shall hereby conclude a merger agreement (hereinafter the **Agreement**) as follows:

MERGER AGREEMENT

1. MERGING COMPANIES

1.1 The Acquiring Company is AS Nordecon International, registry code 10099962, address Pärnu mnt 158/1, Tallinn, 11317, with the share capital of three hundred and seven million five hundred and sixty-seven thousand two hundred and eighty (307,567,280) kroons.

1.2 The Company Being Acquired I is AS Nordecon Infra, registry code 10310842, address Pärnu mnt 158/1, Tallinn, 11317, with the share capital of one hundred million (100,000,000) kroons.

1.2.1 Pursuant to the share register of the Company Being Acquired I, issued by the Estonian Central Register of Securities, the sole shareholder of the Company Being Acquired I is the Acquiring Company, who owns ten million (10,000,000) shares of the Company Being Acquired I, with the nominal value of ten (10) kroons each share, which form one hundred percent (100%) of the share capital of the Company Being Acquired I and of the votes represented by the shares. The certifier of the notarial deed has verified the fact that all the shares belong to the Acquiring Company and that there are no rights of third parties with respect to the shares on the basis of the share register of the Company Being Acquired I.

1.3 The Company Being Acquired II is AS Nordecon Ehitus, registry code 10210032, address Ringtee 12, Tartu, 51013, with the share capital of forty million (40,000,000) kroons.

1.3.1 Pursuant to the share register of the Company Being Acquired II, issued by the Estonian Central Register of Securities, the sole shareholder of the Company Being Acquired II is the Acquiring Company, who owns four million (4,000,000) shares of the Company Being Acquired II, with the nominal value of ten (10) kroons each share, which form one hundred percent (100%) of the share capital of the Company Being Acquired II and of the votes represented by the shares. The certifier of the notarial deed has verified the fact that all the shares belong to the Acquiring Company and that there are no rights of third parties with respect to the shares (except for the lien) on the basis of the share register of the Company Being Acquired II.

2. REPRESENTATIONS AND WARRANTIES OF THE MERGING COMPANIES

2.1 The Acquiring Company represents and warrants that:

2.1.1 All data set out in this Agreement with respect to the Acquiring Company is true and correct;

- 2.1.2 No resolution on the alteration of the share capital of the Acquiring Company has been adopted by the shareholders of the Acquiring Company until the conclusion of this Agreement;
- 2.1.3 The assets of the Acquiring Company have been encumbered with the following commercial pledges:
- (a) A first ranking commercial pledge in the amount of 45,000,000 kroons entered into the commercial pledge register in 24.11.1997 for the benefit of Swedbank AS (with former business name Aktsiaselts Hansapank; registry code 10060701);
 - (b) A second ranking commercial pledge in the amount of 35,000,000 kroons entered into the commercial pledge register in 21.05.1998 for the benefit of Swedbank AS (with former business name Aktsiaselts Hansapank; registry code 10060701);
 - (c) A third ranking commercial pledge in the amount of 30,000,000 kroons entered into the commercial pledge register in 04.08.2006 for the benefit of Swedbank AS (with the former business name Aktsiaselts Hansapank; registry code 10060701);
 - (d) A fourth ranking commercial pledge in the amount of 20,000,000 kroons entered into the commercial pledge register registered in 13.10.2006 for the benefit Swedbank AS (with the former business name Aktsiaselts Hansapank; registry code 10060701);
 - (e) A fifth ranking commercial pledge in the amount of 200,000,000 kroons entered into the commercial pledge register in 05.04.2007 for the benefit of Swedbank AS (with the former business name Aktsiaselts Hansapank; registry code 10060701);
 - (f) A sixth ranking commercial pledge in the amount of 30,000,000 kroons entered into the commercial pledge register in 15.06.2007 for the benefit of Swedbank AS (with the former business name Aktsiaselts Hansapank; registry code 10060701);
- 2.1.4 The Acquiring Company is not in bankruptcy; no bankruptcy proceedings have been initiated against the Acquiring Company, no bankruptcy warnings have been filed with respect to the Acquiring Company;
- 2.1.5 The Acquiring Company is aware of the economic situation of the Company Being Acquired I and the Company Being Acquired II;
- 2.1.6 There are no circumstances which would hinder or preclude the right of the Acquiring Company to conclude this Agreement;

2.2 The representative of the Acquiring Company represents and warrants that his authorities are valid, he has not been recalled from the management board, his authorities have not been abolished by the Acquiring Company, and he has all the powers to conclude this Agreement on behalf of the Acquiring Company.

2.3 The Company Being Acquired I represents and warrants that:

- 2.3.1 All data set out in this Agreement with respect to the Company Being Acquired I is true and correct;
- 2.3.2 No resolution on the alteration of the share capital of the Company Being Acquired I has been adopted by the sole shareholder of the Company Being Acquired I until the conclusion of this Agreement;
- 2.3.3 The assets of the Company Being Acquired I have been encumbered with the following commercial pledges:
- (a) A first ranking commercial pledge in the amount of 2,300,000 kroons entered into the commercial pledge register in 06.11.1997 for the benefit of AS SEB Pank (with former business names Aktsiaselts Eesti Ühispank and Aktsiaselts SEB Eesti Ühispank; registry code 10004252);
 - (b) A second ranking commercial pledge in the amount of 13,000,000 kroons entered into the commercial pledge register in 27.04.1998 for the benefit of AS SEB Pank (with former business names Aktsiaselts Eesti Ühispank and Aktsiaselts SEB Eesti Ühispank; registry code 10004252);
 - (c) A third ranking commercial pledge in the amount of 20,000,000 kroons entered into the commercial pledge register in 11.03.2003 for the benefit of AS SEB Pank (with former business names Aktsiaselts Eesti Ühispank and Aktsiaselts SEB Eesti Ühispank; registry code 10004252);
 - (d) A fourth ranking commercial pledge in the amount of 25,000,000 kroons entered into the commercial pledge register in 06.04.2006 for the benefit of AS SEB Pank (with former business names Aktsiaselts Eesti Ühispank and Aktsiaselts SEB Eesti Ühispank; registry code 10004252);
 - (e) A fifth ranking commercial pledge in the amount of 39,700,000 kroons entered into the commercial register in 27.06.2007 for the benefit of AS SEB Pank (with former business names Aktsiaselts Eesti Ühispank and Aktsiaselts SEB Eesti Ühispank; registry code 10004252);
 - (f) A sixth ranking commercial pledge in the amount of 15,000,000 kroons entered into the commercial pledge register in 30.05.2008 for the benefit of AS SEB Pank (registry code 10004252);
 - (g) A seventh ranking commercial pledge in the amount of 55,000,000 kroons entered into the commercial pledge register in 13.08.2008 for the benefit AS SEB Pank (registry code 10004252);
 - (h) An eighth ranking commercial pledge in the amount of 95,000,000 kroons and entered into the commercial pledge register in 08.10.2009 for the benefit of Nordea Bank Finland Plc (registry code 1680235-8 of the Republic of Finland);
 - (i) A ninth ranking commercial pledge in the amount of 6,700,000 kroons entered into the commercial pledge register in 23.10.2009 for the benefit of Nordea Bank Finland Plc (registry code 1680235-8 of the Republic of Finland);
- 2.3.4 The shares of the Company Being Acquired I have not been encumbered with any third party rights and no third party has any claims in respect of the shares, deriving from the law or a transaction, except for the pledge of shares;

- 2.3.5 The Company Being Acquired I has not issued preference shares or convertible debentures;
- 2.3.6 The Company Being Acquired I is not in bankruptcy; no bankruptcy proceedings have been initiated against the Company Being Acquired I, no bankruptcy warnings have been filed with respect to the Company Being Acquired I;
- 2.3.7 There are no circumstances which would hinder or preclude the right of the Company Being Acquired I to conclude this Agreement.

2.4 The representative of the Company Being Acquired I represents and warrants that his authorities are valid, he has not been recalled from the management board, his authorities have not been abolished by the Company Being Acquired I, and he has all the powers to conclude this Agreement on behalf of the Company Being Acquired I.

2.5 The Company Being Acquired II represents and warrants that:

- 2.5.1 All data set out in this Agreement with respect to the Company Being Acquired II is true and correct;
- 2.5.2 No resolution on the alteration of the share capital of the Company Being Acquired II has been adopted by the sole shareholder of the Company Being Acquired II until the conclusion of this Agreement;
- 2.5.3 The assets of the Company Being Acquired II have been encumbered with the following commercial pledge:
 - (a) A first ranking commercial pledge in the amount of 50,000,000 kroons entered into the commercial pledge register in 26.05.1997 for the benefit of Swedbank AS (former business name Aktsiaselts Hansapank; registry code 10060701);
- 2.5.4 The shares of the Company Being Acquired II have not been encumbered with any third party rights and no third party has any claims in respect of the shares, deriving from the law or a transaction, except for the pledge of shares;
- 2.5.5 The Company Being Acquired II has not issued preference shares or convertible debentures;
- 2.5.6 The Company Being Acquired II is not in bankruptcy; no bankruptcy proceedings have been initiated against the Company Being Acquired II, no bankruptcy warnings have been filed with respect to the Company Being Acquired II;
- 2.5.7 There are no circumstances which would hinder or preclude the right of the Company Being Acquired II to conclude this Agreement.

2.6 The representative of the Company Being Acquired II represents and warrants that his authorities are valid, he has not been recalled from the management board, his authorities have not been abolished by the Company Being Acquired II, and he has all the powers to conclude this Agreement on behalf of the Company Being Acquired II.

2.7 The Merging Companies represent and warrant that:

2.7.1 They have examined the documents which form the basis for the conclusion of this Agreement, they deem these documents to be sufficient for the conclusion of the Agreement and they do not wish additional documents to be obtained or the circumstances pertaining to the transaction to be further verified by the certifier of the notarial deed.

2.7.2 They are aware that the merger cannot be contested after it has been entered into the commercial register of the seat of the Acquiring Company.

3. MERGER

3.1 The Companies Being Acquired shall merge with the Acquiring Company on the terms and conditions set forth in this Agreement and in the laws of the Republic of Estonia. The Acquiring Company merges the Companies Being Acquired with itself. As a result of the merger, the Companies Being Acquired shall be dissolved without liquidation proceedings and the Acquiring Company shall succeed to all the rights and obligations of the Companies Being Acquired.

3.2 The Companies Being Acquired and the Acquiring Company hereby agree that all the assets of the Companies Being Acquired shall be transferred to the Acquiring Company. Upon the entry of the merger into the commercial register of the seat of the Acquiring Company, all the assets of the Companies Being Acquired, including the rights and obligations, shall be transferred to the Acquiring Company.

3.3 Since all shares of the Companies Being Acquired are held by the Acquiring Company, then under Section 403(4) of the Commercial Code (in Estonian: *Äriseadustik*), the shares of the Companies Being Acquired shall not be exchanged and they shall become invalid as of the entry of the merger into the commercial register. Therefore, the Acquiring Company, as the sole shareholder of the Companies Being Acquired, shall not obtain any shareholder's rights in the Acquiring Company.

3.4 The share capital of the Acquiring Company shall not be increased in connection with the merger.

3.5 The Acquiring Company shall continue its activities under the business name Nordecon AS.

3.6 The merger shall not be audited pursuant to Section 394(2) of the Commercial Code and therefore no remuneration shall be paid to the auditor.

3.7 For the rights and obligations to arise from the Agreement, the Agreement has to be approved by the general meeting of shareholders of the Acquiring Company and the sole shareholder of the Companies Being Acquired.

4. EMPLOYEES AND MANAGEMENT

4.1 Upon entry of the merger into the commercial register of the seat of the Acquiring Company, all employment contracts concluded with the employees of the Companies Being Acquired shall be transferred to the Acquiring Company. As of the entry of the merger into the commercial register, the employees of the Companies Being Acquired shall be considered the employees of the Acquiring Company in accordance with the concluded employment contracts, and the employer's rights and obligations deriving from the employment contracts shall be transferred to the Acquiring Company. The merger shall not terminate the employment contracts that have been concluded with the employees and shall not alter the legal status of the employees in any other way.

4.2 Upon entry of the merger into the commercial register of the seat of the Acquiring Company, the authorities of the members of the Management Board and the Supervisory Board of the Companies Being Acquired shall be deemed to have expired. No benefits shall be granted to the members of the Management Board and the Supervisory Board of the Merging Companies in connection with the merger.

5. MERGER BALANCE SHEET DATE

5.1 The transactions of the Companies Being Acquired shall be deemed to be undertaken by the Acquiring Company as of 01.10.2010 (merger balance sheet date).

6. EXPLANATIONS OF THE CERTIFIER OF THE NOTARIAL DEED

The certifier of the notarial deed has explained to the parties to the Agreement the following:

6.1 Pursuant to Section 391 of the Commercial Code, a company (company being acquired) may merge with another company (acquiring company). The company being acquired shall be deemed to be dissolved. The merger shall be effected without a liquidation proceeding. The assets of the company being acquired, including its obligations, shall transfer to the acquiring company upon merger. The shareholders of the company being acquired shall become shareholders of the acquiring company upon merger. Merging companies may be of the same type or of different type entered into the commercial register in Estonia unless otherwise provided by law.

6.2 Pursuant to Section 392 of the Commercial Code, in order to merge, the management boards of the companies shall conclude a merger agreement. Rights and obligations shall arise from the merger agreement after approval of the agreement pursuant to the procedure provided for in Sections 397, 412, 421 of the Commercial Code.

6.3 Pursuant to Section 393 of the Commercial Code, the management boards of the merging companies shall prepare a written report (merger report) which shall explain and justify legally and economically the merger and merger agreement, including the share exchange ratio and amount of additional payments if additional payments are to be made. Difficulties relating to valuation shall be referred to separately in the report. A merger report need not be prepared if the only share or all the shares of the company being

acquired are held by the acquiring company, or if this is agreed to by all the shareholders of the merging company, unless the aggregate worldwide realised net turnover of the merging companies during the previous financial year exceeded 500 million kroons and the aggregate worldwide realised net turnover of each of at least two of the merging companies exceeded 100 million kroons and if the business activities of at least one of the merging companies are carried out in Estonia. Merging companies may prepare a joint merger report.

6.4 Pursuant to Section 394 of the Commercial Code, an auditor need not audit a merger agreement if all shares of the company being acquired are held by the acquiring company, or if all shareholders of the merging company agree that an auditor need not audit the merger agreement.

6.5 Pursuant to Section 397 of the Commercial Code, the rights and obligations shall arise from a merger agreement if the merger agreement is approved by all merging companies. The merger resolution must be in writing. The shareholders shall be provided with the opportunity to examine the merger agreement, merger report and auditor's report at least two weeks before deciding on approval of the merger agreement, unless otherwise provided by law.

6.6 Section 419 of the Commercial Code provides that, if a public limited company is merged, then at least one (1) month before the general meeting to decide on the merger, the management board shall present to the shareholders the following for examination at the seat of the public limited company: 1) the merger agreement; 2) the three preceding annual reports and activity reports of the merging companies; 3) the merger report; 4) the auditor's report. If the last annual report of a merging public limited company is prepared earlier than six months before conclusion of the merger agreement, a balance sheet (interim balance sheet) as at the last quarter shall be prepared pursuant to the requirements for an annual report and shall be presented to the shareholders for examination. At least one (1) month before the general meeting to decide on merger, the management board shall submit a merger agreement to the registrar of the commercial register and shall publish a notice concerning entry into the merger agreement in the official publication *Ametlikud Teadaanded*. The notice shall set out that the merger agreement is available for examination in the registry department and in a place designated by the management board.

6.7 Pursuant to Section 399 of the Commercial Code, the acquiring company shall publish, immediately after a merger has been entered into the commercial register of the seat of the acquiring company, a merger notice to the creditors of the merged companies in the publication *Ametlikud Teadaanded*, informing them of the possibility to submit, within six (6) months after the publication of the notice, their claims to the acquiring company in order to receive a security. The acquiring company shall secure the claims submitted by the creditors of the companies being acquired within six (6) months after the publication of the aforementioned notice, if the creditors have no possibility to demand satisfaction of the claims and they prove that the merger may endanger the satisfaction of the claims.

6.8 Pursuant to Section 400 of the Commercial Code, the management board or the shareholders entitled to represent the merging company shall submit, not earlier than after one (1) month of the approval of the merger resolution, an application to enter the merger into the commercial register of the seat of the company. The following shall be appended

to the application: 1) a notarised copy of the merger agreement; 2) the merger resolution; 3) the minutes of the meeting of the shareholders if the merger resolution was adopted at a meeting; 4) the permission for merger, if required; 5) the merger report or the agreements not to prepare one; 6) the auditor's report, if required, or the agreements not to prepare one; 7) the final balance sheet of the company being acquired if the company being acquired submits the application; 9) decision of the Competition Authority to grant permission for a concentration, if the obligation to request such permission arises from the Competition Act; 10) if the shares of the merging company are registered in the Estonian Central Register of Securities, the confirmation of the registrar of the Estonian Central Register of Securities that the management board of the merging company has informed the registrar of the merger. The registrar may enter the merger in the register only if the final balance sheet of the company being acquired is prepared as at a date not earlier than eight (8) months before submission of the petition to the commercial register. The provisions for preparation and approval of an annual report shall apply to the preparation and approval of a final balance sheet. The final balance sheet shall be prepared as at the day before the merger balance sheet. In an application, the members of the management board of the company shall confirm the merger resolution is not contested, or that a corresponding petition has been denied. The members of the management board of the acquiring company may also submit an application to enter the merger of the company being acquired into the commercial register.

6.9 Pursuant to Section 402 of the Commercial Code, a merger shall be entered into the commercial register of the seat of the acquiring company if it has been entered into the commercial register of the seats of all the companies being acquired. Entry into the commercial register of the seat of the company being acquired shall indicate that the merger shall be deemed to be effected as of entry into the commercial register of the seat of the acquiring company. The registrar of the commercial register of the seat of the acquiring company shall notify the registrar of the seat of the company being acquired of the entry of the merger into the commercial register. Upon receiving the notification, the registrar shall make a notation in the commercial register regarding the time the merger was entered into the commercial register of the seat of the acquiring company. The registrar of the company being acquired shall send the documents of the company held by the registrar to the registrar of the seat of the acquiring company. (3) If the shares of a company being acquired have been entered into the Estonian Central Register of Securities, the registrar of the commercial register of the seat of the company being acquired shall promptly notify the registrar of the Estonian Central Register of Securities of the receipt of the aforementioned notification.

6.10 Pursuant to Section 403 of the Commercial Code, the assets of a company being acquired shall transfer to the acquiring company as of the entry of the merger into the commercial register of the seat of the acquiring company. After entry of the merger into the commercial register of the seat of the acquiring company, entries regarding the transfer of assets shall be made in registers on the basis of an application from the acquiring company. A company being acquired shall be deemed to be dissolved as of the entry of the merger into the commercial register of the seat of the acquiring company. The registrar shall delete the company being acquired from the commercial register. The shareholders of the company being acquired shall become shareholders of the acquiring company as of the entry of the merger into the commercial register of the seat of the acquiring company, and their shares shall be exchanged for the shares of the acquiring company. The rights of third parties in respect of the exchanged shares shall remain valid with regard to the shares of

the acquiring company. The shares of a company being acquired which are held by the acquiring company or by the company being acquired itself, or by a person acting in his or her own name but at the expense of the company shall not be exchanged and shall become invalid. A merger cannot be contested after its entry into the commercial register of the seat of the acquiring company. The members of the management board and the supervisory board, or the managing partners of a merging company shall be jointly and severally liable to the company, shareholders, or the creditors of the company for any damage wrongfully caused by the merger. The limitation period in respect of the aforementioned claim shall be five (5) years as of the entry of the merger into the commercial register of the seat of the acquiring company.

6.11 If in case of a merger of companies when the property of more than one of the merging companies is encumbered with a commercial pledge, the merger may be entered into the commercial register only if the application submitted to the registrar of the commercial register to enter the merger into the register is accompanied by a notarised agreement of the pledgees regarding the ranking of pledge entries (Section 7(1) of the Commercial Pledges Act).

7. FINAL PROVISIONS

7.1 Pursuant to Section 18(2) and (5) of the Notary Fees Act, the transaction value of this Agreement is 100,000,000 kroons.

7.1.1 Pursuant to Sections 22 and 23 of the Notary Fees Act, the notary fee for certifying this notarial deed is 168,000 kroons + 20% VAT 33,600 kroons, amounting to a total of 201,600 kroons.

7.1.2 Pursuant to Section 35(1)(2), the notary fee for preparing transcripts shall be 3 kroons per each A4-format page plus VAT 0.60 kroons.

7.2 The notary fee shall be paid by the Acquiring Company.

7.3 The notary fee shall be paid in the notary's office in cash or by card or within three (3) business days as of the conclusion of the Agreement by wire transfer to the bank account of the notary public. The certifier of the notarial deed has the right to withhold the documents which have been submitted for preparing the notarial act and which ought to be returned until the payment of the notary fee is made. The invoices regarding the payment of the notary fee are subject to enforcement under the Code of Enforcement Procedure. Pursuant to Section 38(2) of the Notary Fees Act, parties will be held jointly and severally liable to the notary public for the payment of the notary fee for the notarial act.

7.4 The notarial deed has been prepared and signed in one (1) original, which shall be kept at the notary's office. On the day of certifying this Agreement, one (1) transcript shall be issued to the parties to the Agreement upon request. A digital transcript of the notarial deed shall be also available to the parties to the Agreement at the State Portal www.eesti.ee.

7.5 Parties to the Agreement kindly ask the notary public to forward the certified transcripts of this Agreement to the Registry Department.

Before signing in the presence of the certifier of the notarial deed, the text of the Agreement has been provided for a review to the representative of the parties to the

Agreement, has been read out to the representative of the parties to the Agreement, the contents of the Agreement and the legal consequences have been clarified to the representative of the parties to the Agreement by the certifier of the notarial deed, and thereafter approved and signed by the representative of the parties to the Agreement in his or her own hand and corresponds to the intention of the parties to the Agreement.

forename(s) and surname

signature

forename(s) and surname

signature

forename(s) and surname

signature