



STRICTLY CONFIDENTIAL

Deed of Transfer

between

Albert Frei, VAT-ID: IT00373790211

Brunnerhof 91, 39010 Tisens, Italy,

represented by its owner Albert Frei

– hereinafter: 'COMPANY' –

and

Retail Cartel Damage Claims Société Anonyme (R.C.S. Luxembourg B 190719)

L-1311 Luxembourg, 27B, Boulevard Marcel Cahen, Luxembourg,

represented by its Administrateurs Dr. Till Schreiber and Vasil Savov

– hereinafter: 'CDC' –

1. Definitions

1.1. 'CLAIMS PURCHASE AGREEMENT' shall mean the agreement between COMPANY and CDC pursuant to which COMPANY has a contractual obligation to transfer to CDC the entitlement to the DAMAGE CLAIMS which COMPANY has or will have in its own right or as legal successor, by way of a separate deed of transfer (within the meaning of Art. 3:94 Dutch Civil Code).

1.2. 'PARTIES' shall mean the parties to this deed of transfer, COMPANY and CDC, including their respective successors and predecessors.

1.3. 'CARTEL' shall mean all anticompetitive agreements and practices which were or are subject or consequence of the infringement of European competition law (in particular Art. 101 TFEU, ex-Art. 81/85 EC, Art. 53 EEA and/or the corresponding provisions of agreements establishing an association between the European Communities, their Member states and future Member States, 'Europe Agreements') and/or national competition law by trucks manufacturers as found by the European Commission in its decision of 19 July 2016 in Case COM 39824 – *Trucks* (as published in a provisional non-confidential version on the Commission's website on 6 April 2017) and as found by the European Commission in its decision of 27 September 2017 against Scania in Case COM 39824 – *Trucks*. The term 'CARTEL' includes all such agreements and practices established in the binding decision of the European Commission of 19 July 2016 as well as all such agreements and practices established in the decision of the European Commission of 27 September 2017 against Scania in Case COM 39824 – *Trucks*, without having regard to how these agreements or practices can or must be legally distinguished or combined.

1.4. 'CARTEL PARTICIPANTS' shall mean all natural and/or legal persons and/or non-incorporated companies which themselves and/or whose personnel and/or organs and/or their affiliated companies contributed through active behaviour or failure to act, though there was or is a legal duty to act, to the infringement pursuant to provision 1.3., or those to which such infringement can be attributed, including, but not limited to the addressees of the European Commission's decisions of 19 July 2016 and of 27 September 2017 in Case COM 39824 – *Trucks* MAN SE, Munich, MAN Truck & Bus AG, Munich, MAN Truck and Bus Deutschland GmbH, Munich, AB Volvo (publ), Gothenburg, Volvo Lastvagnar AB, Gothenburg, Volvo Group Trucks Central Europe GmbH, Ismaning, Renault Trucks SAS, Saint Priest, Daimler AG, Stuttgart, Fiat Chrysler Automobiles N.V., Amsterdam/London, Iveco Magirus AG, Ulm, Iveco S.p.A., Turin, CNH Industrial N.V., Amsterdam/London, DAF Trucks N.V., Eindhoven, DAF Trucks Deutschland GmbH, Frechen, PACCAR Inc., Bellevue (see Art. 4 of the provisional non-confidential version of the decision in Case COM 39824 – *Trucks* published on the Commission's website on 6 April 2017), and the addressees of the Scania group (presumably Scania AB, Scania CV AB, Scania Deutschland GmbH, see http://ec.europa.eu/competition/elojade/isef/case_details.cfm?proc_code=1_39824 under 'Companies').

1.5. 'INFRINGEMENT PERIOD' shall mean the time period of the CARTEL infringement as found by the European Commission, i.e. according to its decisions of 19 July 2016 (see Art. 1 of the provisional non-confidential version of the decision in Case COM 39824 – *Trucks* published on the Commission's website on 6 April 2017) and of 27 September 2017 from January 1997 to January 2011.

1.6. 'DAMAGE PERIOD' shall mean the period in which the CARTEL resulted in quantifiable damages. This period is not limited to the INFRINGEMENT PERIOD.

1.7. 'DAMAGE CLAIMS' shall mean any and all forms and manners of damage claims against CARTEL PARTICIPANTS resulting from the CARTEL and/or relating to damages caused by the CARTEL, related to the supply of TRUCKS (in particular purchase, leasing and renting) and/or the operation of TRUCKS in the DAMAGE PERIOD, including, but not limited to price overcharges for TRUCKS (including damages from lingering effects and from umbrella effects of the CARTEL), additional costs for motor fuel and operating fluids, higher financing costs, higher expenses for taxes and royalties, road charges and tolls, loss of profit, interest which already incurred or in the future will incur. Encompassed are also respective unjust enrichment claims, including interest, as well as all accessory rights (e.g. claims on access to information).

1.8. 'TRUCK' respectively 'TRUCKS' shall mean any truck respectively all trucks as found by the European Commission to have been concerned by the CARTEL, in particular medium duty trucks (weighing between 6 and 16 tons) and heavy duty trucks (weighing over 16 tons).

2. Assignment and Transfer of any and all DAMAGE CLAIMS

2.1. Pursuant to the CLAIMS PURCHASE AGREEMENT and this deed of transfer COMPANY hereby fully and finally assigns and transfers to CDC any and all DAMAGE CLAIMS that COMPANY has or will have in its own right or as a legal successor.

2.2. CDC hereby accepts the assignment and transfer of DAMAGE CLAIMS of COMPANY as referred to in Provision 2.1.

2.3. Pursuant to the CLAIMS PURCHASE AGREEMENT, which determines that the CLAIMS PURCHASE AGREEMENT is governed by Dutch law, the assignment and transfer according to Provision 2.1 and 2.2 is executed under Dutch law and this deed of transfer is governed by Dutch law.

3. Security for Costs

3.1. In the event that the DAMAGE CLAIMS will be enforced in court, CDC has ensured that obligations regarding the reimbursement of costs to defendants and the competent court cashier's office (i.e. in particular court and lawyers' fees) will be fulfilled should the enforcement of the DAMAGE CLAIMS be (partially) unsuccessful. For this purpose, CDC has placed sufficient funds and/or security for litigation costs as documented in – **Annex I** – to this deed of transfer (deposit on escrow account with irrevocable instruction by CDC).

3.2. The securities for litigation costs were placed on a precautionary basis. Its placement does not mean that securities for litigation costs would be required to consider the assignment

of DAMAGE CLAIMS valid or that CDC itself would not be in a position to fulfill potential defendant claims for cost reimbursement.


4. Place, Date and Signatures

The PARTIES, by their duly authorised representatives have entered into this deed of transfer as of the effective date(s) below.

For Albert Frei:

Tisens, 24.11.17 2017
(place) (time and date)

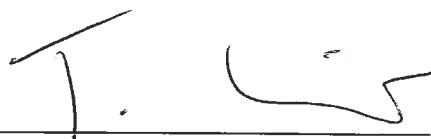
Albert Frei, owner


(Signature)

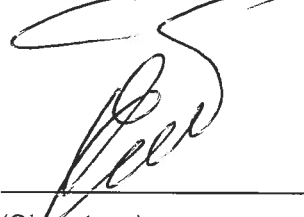
For Retail Cartel Damage Claims Société Anonyme:

Luxembourg, 07.12. 2017

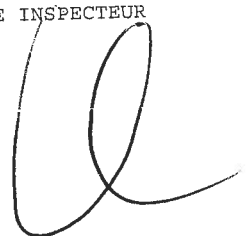
Dr. Till Schreiber, Administrateur


(Signature)

Vasil Savov, Administrateur


(Signature)

REGISTRATIENUMMER: 2017.040112.003
DD: ELF DECEMBER 2017
GEREGISTREERD IN: ENKEL-VOUD
TE ROTTERDAM
ANNEXEN: 1 RENVOOIEN: 0
AKTE ONDERTEKEND: JA
NAMENS DE INSPECTEUR
CT VELDE

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Annex I : Documentation of the security for costs according to Provision 3.1.

VAN BENTHEM & KEULEN
ADVOCATEN A NOTARIS

RETAIL CARTEL DAMAGE CLAIMS SA
Mr. U.M.M. Classen, director
24, Bohey, L-9647, Doncols
Luxembourg

Copy per email: klassen@carte-damageclaims.com

Stichting Beheer Derdengelden
Van Benthem & Keulen
Archimedeslaan 61
PO Box 85005
3508 AA Utrecht
The Netherlands
T: +31 30-2595 652
F: +31 30-2595 505

Date: 29 June 2017
Our reference: 566/122678
Your reference: Trucks Cartel

Re: Confirmation of receipt of the Escrow Amount

Dear Mr Classen,

We refer to the escrow agreement dated 26 June 2017 (the "**Agreement**") as concluded between RETAIL CARTEL DAMAGE CLAIMS SA as '**Client**' and Stichting Beheer Derdengelden Van Benthem & Keulen as '**Escrow Agent**'. Terms defined in the Agreement have the same meaning in this confirmation of receipt of the Escrow Amount.

In the Agreement Proceedings are defined as civil proceedings in the Netherlands against addressees of the decision of the European Commission of 19 July 2016 in Case COM 39824 – Trucks (as published in a provisional non-confidential version on the Commission's website on 6 April 2017) (the '**Defendants**') for claiming damage claims that will be assigned to the Client.

We hereby confirm the receipt of an amount of EUR 500.000,- (*five hundred thousand Euros*) to the Escrow Account, which is in escrow for the sole purpose of covering any adverse cost claims of the Defendants (e.g. court and lawyers' fees) that might arise in the Proceedings including such of higher instances.

Pursuant to the Agreement we will administer the Escrow Amount for the partie(s) entitled to these sums in accordance to the terms and conditions of the Agreement.

The court fees that will be due from the Client for bringing the Proceedings before the court will be advanced by Van Benthem & Keulen N.V. and subsequently be invoiced to the Client.

Yours faithfully,


Name: Sander Marges
Title: director


Name: Rinke Dulack
Title: director

Van Benthem & Keulen N.V. is established in Utrecht and registered with the trade register of the Chamber of Commerce (nr. 30241317).
Only Van Benthem & Keulen acted as contracting agent in relation to the client. On the website the general terms and conditions apply, which contain limitation of liability. An abstract of the terms is printed on the reverse side of this page. The full text of the terms is available at www.vbk.nl and they will be sent free of charge upon request.

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