

2022000738

DONATION CONTRACT

Concluded pursuant to § 628 and the following provisions of Law No. 40/1964 Coll. - Civil Code

DONATION CONTRACT

Donor: Esmark, Inc. and Esmark Steel Group, LLC
PITTSBURGH OFFICE (Headquarters)
100 Hazel Lane
Suite 300
Sewickley, PA 15143
James P. Bouchard
Founder / Chairman / CEO

(Hereinafter „**Donor**“)

and

Beneficiary: **Mesto Košice / City of Košice**
Address: Trieda SNP 48/A, 040 11 Košice
IČO: 00691135
DIČ: 2021186904
IČ DPH: SK2021186904
Represented by: Ing. Jaroslav Polaček – Mayor of the City
Bank: Prima banka Slovensko, a. s.
Account No (IBAN): SK11 5600 0000 0004 4248 4014

(Hereinafter „**Beneficiary**“)

(Further in the text jointly as „**Contracting Parties**“)

The Contracting Parties based on their consensus agreed on this Donation Contract according to § 628 and the following provisions of Law 40/1964 Coll. - Civil Code (hereinafter „**Contract** “)

I. Subject of the Contract

1. The subject of the Contract is the commitment of the Donor to provide for the Beneficiary financial means in amount of additional \$25,000.00 USD (i.e. „Twenty-five-thousands US dollars“) (Hereinafter: „**gift**“) which will be used to help Ukrainian refugees and the commitment of the beneficiary to accept the gift.
2. The Donor delegates the ownership rights in relation to the gift to the Beneficiary and the Beneficiary accepts the respective ownership rights with gratitude.

II. RIGHTS AND DUTIES OF THE CONTRACTING PARTIES

1. The Donor shall hand over the gift to the Beneficiary in the form of a cashless transfer from the Donor's account to the account of the Beneficiary. The Beneficiary shall become the sole owner of the gift upon crediting the funds to the Donor's account.
2. The Donor undertakes to make a wire transfer immediately after signing this Contract. The transfer shall be made on the account of the Beneficiary held in Prima banka Slovensko, a.s., IBAN: SK11 5600 0000 0004 4248 4014, variable symbol: 24022022.
3. At the request of the Donor, the Beneficiary shall issue him a confirmation of receipt of the gift.

4. The Beneficiary undertakes to use the donation exclusively for the purposes of humanitarian aid provided to the Ukrainian refugees in the context of the war conflict in Ukraine.

III. DURATION AND TERMINATION OF THE CONTRACTUAL RELATIONSHIP

1. The Contract shall enter into force on the day of its signing by both Parties and shall enter into effect on the day following its publication on the website of the Beneficiary (www.kosice.sk).

IV. GENERAL AND CLOSING PROVISIONS

1. The Parties agree and acknowledge that their obligations established or related to this Agreement shall be governed by the laws of the Slovak Republic and the provisions of Act No. 40/1964 Coll. Any disputes arising from this Agreement shall be resolved by the competent courts of the Slovak Republic.
2. This Agreement is executed in four counterparts, of which two counterparts shall be received by the Donor and two counterparts shall be received by the Beneficiary.
3. Any amendments and additions to this Agreement shall be valid only in writing after their prior approval by the Parties.
4. The Contracting Parties declare that they have carefully read the text of the Contract, understood its content and that it expresses their free and serious will, without any errors, which they confirm with their handwritten signatures or signatures of persons authorized to act on their behalf or acting as their representative.

Esmark Steel Group

In Chicago, IL USA

Mesto Košice/City of Košice:

In Košice

.....
James P. Bouchard
Founder / Chairman / CEO

.....
Ing. Jaroslav Poláček
Mayor of the City of Košice