



NOTARY PUBLIC IN AND FOR TALLINN JAAN HARGI
Reg no 4091 in the Register of Notarial Acts

MERGER AGREEMENT

This notarial deed has been executed and notarized by Notary Public in and for Tallinn Jaan Hargi, whose office is located at Roosikrantsi 2, Tallinn, on the twentieth day of April in the year two thousand and seven (20.04.2007) and the parties to this notarial deed are

OLYMPIC CASINO EESTI AS, registry code 10011039, seat Tallinn, hereinafter referred to as the “**Acquiring Company**”, represented by Member of the Management Board Andri Avila, personal identification code 37509174718, place of residence in Tallinn, who is a person known to the notary identity (The foregoing information regarding the name, address, registry code and the person with the right of representation of the legal person has been verified by the notaris on the day of notarization of the deed),

and

AKTSIASELTS KRISTIINE KASIINO, registry code 10011016, seat Tallinn, hereinafter referred to as the “**Company Being Acquired**”, represented by Member of the Management Board Tarmo Kase, personal identification code 37507222729, place of residence in Tallinn, whose identity has been ascertained on the basis of identity card of a citizen of the Republic of Estonia (The foregoing information regarding the name, address, registry code and the person with the right of representation of the legal person has been verified by the notaris on the day of notarization of the deed),

The Acquiring Company and the Company Being Acquired are hereinafter together referred to as the “**Parties**”, and they enter into this Agreement on the following:

1. MERGER

- 1.1. The Parties have hereby agreed that the Company Being Acquired shall merge with the Acquiring Company, and as a result thereof the Company Being Acquired shall be dissolved and all of its assets as a whole, including all rights and obligations, shall transfer to the Acquiring Company on the terms and conditions set forth in this Agreement.
- 1.2. The Acquiring Company shall continue its activities under its business name – Olympic Casino Eesti AS.
- 1.3. Whereas all the shares in the Company Being Acquired are held by the Acquiring Company, no exchange ratio of the shares will be determined and no additional payments shall be made in the course of the merger. The shares of the Company Being Acquired shall not be exchanged and they shall become invalid with the entry of the merger in the Commercial Register. No other rights shall be granted to the shareholder of the Company Being Acquired.
- 1.4. Whereas all the shares in the Company Being Acquired are held by the Acquiring Company, this Merger Agreement shall not be audited by an auditor (§ 394 (2) of the Commercial Code).

- 1.5. No benefits shall be granted to the members of the management board and supervisory board of the Parties in relation to the merger.

2. REPRESENTATIONS OF PARTIES

- 2.1. The Acquiring Company represents the following:

- 2.1.1. The Acquiring Company is a limited liability company (*aktsiaselts*), founded and existing pursuant to the laws of the Republic of Estonia, and it has the required passive legal capacity to enter into this Agreement and to perform the obligations deriving from the Agreement. This Agreement is valid and binding upon the Acquiring Company and enforceable according to the terms and conditions of the Agreement;
- 2.1.2. The share capital of the Acquiring Company is 51 630 180 Estonian kroons. The share capital of the Acquiring Company is divided into 5 163 018 shares with the nominal value of 10 Estonian kroons;
- 2.1.3. The Acquiring Company shall take over all the assets of the Company Being Acquired;
- 2.1.4. The powers of the representative of the Acquiring Company are valid and the representative has all the rights to enter into this Agreement in the name of his principal.

- 2.2. The Company Being Acquired represents the following:

- 2.2.1. The Company Being Acquired is a limited liability company (*aktsiaselts*), founded and existing pursuant to the laws of the Republic of Estonia, and it has the required passive legal capacity to enter into this Agreement and to perform the obligations deriving from the Agreement. This Agreement is valid and binding upon the Company Being Acquired and enforceable according to the terms and conditions of the Agreement;
- 2.2.2. The share capital of the Company Being Acquired is 5 400 000 Estonian kroons. The share capital of the Company Being Acquired is divided into 540 000 shares with the nominal value of 10 Estonian kroons. The sole shareholder of the Company Being Acquired is the Acquiring Company;
- 2.2.3. The powers of the representative of the Company Being Acquired are valid and the representative has all the rights to enter into this Agreement in the name of his principal.

3. CONSEQUENCES OF MERGER FOR THE EMPLOYEES OF THE COMPANY BEING ACQUIRED

- 3.1. The Acquiring Company shall take over the rights and obligations of the employer as set forth in the employment contracts pursuant to § 6 (1) 2) of the Republic of Estonia Employment Contracts Act.
- 3.2. In case the Acquiring Company achieves an agreement with an employee for entering into a new employment contract, the Acquiring Company shall enter into a new employment contract

with the respective employee. In case no agreement is reached for the entry into a new employment contract, the existing employment contract shall remain in force. If possible, the Acquiring Company shall offer another job to the employees whose position will be lost as a result of the merger. If it is not possible to offer another job or if the employee does not agree to accept the respective job, the employee will be laid off pursuant to the Republic of Estonia Employment Contracts Act.

4. BALANCE SHEET DATE OF MERGER

- 4.1. The balance sheet date of the merger, i.e. the date from which onwards the transactions of the Company Being Acquired shall be deemed as made on the account of the Acquiring Company, is May 1, 2007.

5. LIABILITY

- 5.1. The Parties shall be liable for their failure to perform and/or inappropriate performance of the obligations set forth hereunder pursuant to the procedures set forth by legislation.

6. ENTRY INTO FORCE

- 6.1. This Agreement shall enter into force after the approval hereof by the sole shareholder of the Company Being Acquired. A merger resolution of the Acquiring Company is not required for the entry into force of this Agreement pursuant to § 421 (4) of the Commercial Code provided that (i) the management board of the Acquiring Company has published a notice regarding the entry into the merger agreement and has provided the documents set forth in the Commercial Code to the shareholders for examination at the seat of the company at least one month before the approval of the merger agreement by the Company Being Acquired, and (ii) the approval of the merger agreement by a merger resolution is not required by shareholders whose shares represent at least 1/20 of the share capital and the articles of association do not prescribe a smaller representation.

7. NOTARY'S EXPLANATIONS

- 7.1. Immediately after the merger has been entered in the Commercial Register of the seat of the Acquiring Company, the Acquiring Company shall publish a merger notice to the creditors of the Company Being Acquired in the publication *Ametlikud Teadaanded*, informing them of the possibility to submit, within six months after the publication of the notice, their claims to the Acquiring Company in order to receive a security, pursuant to § 399 (1) of the Commercial Code.
- 7.2. Pursuant to § 399 (1) of the Commercial Code, the Acquiring Company shall secure the claims submitted by the creditors of the Company Being Acquired within six months after the publication of the notice specified in § 399 (1) of the Commercial Code, if the creditors have no possibility to demand satisfaction of the claims and they prove that the merger may endanger the fulfilment of the claims.
- 7.3. Pursuant to § 400 (2) of the Commercial Code, a registrar may enter a 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 months before submission of the petition to the Commercial Register.
- 7.4. The Company Being Acquired shall be deemed to be dissolved as of entry of the merger in the Commercial Register of the seat of the acquiring company. Pursuant to § 403 (2) of the Commercial Code, the registrar shall delete the Company Being Acquired from the Commercial Register.

8. FINAL PROVISIONS

- 8.1. The Acquiring Party shall pay the notary fee for the execution of this Agreement.
- 8.2. This notarial deed has been executed and signed in one original that shall be retained in the office of the Notary Public. Two first transcripts shall be issued to the representative of the Acquiring Company and to the representative of the Company Being Acquired on the day of entering into this Agreement.

This notarial deed has been read to the Parties by the Notary Public, submitted to them for examination, then approved by the Parties and signed personally in the presence of the Notary Public.

Transaction value 51,630,180 kroons

Notary fee for notarization of transaction 119,630.20 kroons.

In total 141,163.60 kroons. ((Notary Fees Act §§ 3 (1), 18 (2), 22, 23 (2))

To the foregoing fees and charges a fee for certification of transcripts shall be added.

The notary has explained to the parties that upon entering the merger to the Commercial Register the Acquiring Company shall pay 280 kroons (§ 59 (2) of the State Fees Act) and the Company Being Acquired shall pay 280 kroons (§ 59 (2) of the State Fees Act) and the for publishing the notice in the publication *Ametlikud Teadaanded* 100 kroons shall be paid (§82 of the State fees Act).

/TARMO KASE/

Fore and surname (in handwriting)

/signature/

Signature

/ANDRI AVILA/

Fore and surname (in handwriting)

/signature/

Signature