

# **DEFERRAL AGREEMENT**

**NET4GAS, S.R.O.**  
as Company

and

**NET4GAS HOLDINGS, S.R.O.**  
as Parent

**BOREALIS NOVUS PARENT B.V.**  
and  
**ALLIANZ INFRASTRUCTURE LUXEMBOURG I S.À R.L**  
as Sellers

and

**ČEPS, a.s.**  
as Purchaser

**THIS AGREEMENT** (the “**Agreement**”) is made on September 29, 2023.

**BETWEEN:**

- (1) **NET4GAS, s.r.o.**, a limited liability company with its registered seat at Praha 4 – Nusle, Na Hřebenech II 1718/8, Postal code 140 21, ID No. 272 60 364, registered in the Commercial Register maintained by the Municipal Court in Prague under file number C 108316 (the “**Company**”); and
- (2) **NET4GAS Holdings, s.r.o.**, a limited liability company with its registered seat at Na hřebenech II 1718/8, Nusle, Postal code 140 00 Praha 4, ID No. 291 35 001, registered in the Commercial Register maintained by the Municipal Court in Prague under file number C 202655 (the “**Parent**”,
- (3) **BOREALIS NOVUS PARENT B.V.**, a private company with limited liability incorporated in the Netherlands, having its registered office at Muiderstraat 9U, Amsterdam, 1011 PZ and registered in the Trade Register of the Chamber of Commerce under number 57412243 (“**BNP**”);
- (4) **ALLIANZ INFRASTRUCTURE LUXEMBOURG I S.À R.L.**, a company incorporated in Luxembourg (with registered number B157276) whose registered office is at 2A, Rue Albert Borschette, 1246 Luxembourg, Grand Duchy of Luxembourg (“**Allianz**”, together with BNP, the “**Sellers**” and each a “**Seller**”);
- (5) **ČEPS, A.S.**, a company incorporated in the Czech Republic (identification number 25702556) whose registered office is at Praha 10, Elektrárenská 774/2, Postal Code 10152, the Czech Republic (the “**Purchaser**” and the Sellers, the Purchaser and the Company and the Parent together the “**Parties**” and each of them individually a “**Party**”)

**BACKGROUND:**

- (A) The Parent is the sole shareholder of the Company. Each Seller is 50% shareholder in the Parent.
- (B) The Company paid an advance dividend in the amount of [REDACTED] to the Parent based on a decision of the Executives of the Company dated September 16, 2022 (the “**2022 Advance Dividend**”). The claim of the Parent for payment of the 2022 Advance Dividend was settled in full by way of a set off agreement entered into by the Parent and the Company on September 23, 2022. The Parent paid an advance dividend in the amount of [REDACTED] to the Sellers [REDACTED] based on a decision of the Executives of the Parent of the Company dated September 23, 2022 (the “**Parent 2022 Advance Dividend**”). The claim of the Sellers for payment of the Parent 2022 Advance Dividend was settled in full by way of a set off agreement entered into by the Parent and each Seller on September 29, 2022.
- (C) Company’s financial statements for the financial period of the year 2022 (the “**2022 Financial Statements**”) were approved by the Parent exercising the powers of Company’s General Meeting without reservations on June 30, 2023. Parent’s financial statements for the financial period of the year 2022 (the “**Parent 2022 Financial Statements**”) were approved by the Sellers at the Parent’s General Meeting without reservations on June 30, 2023.
- (D) Pursuant to Section 35 (2) of Act. No. 90/2012 Coll., the Business Corporations Act, as amended, an advance dividend paid out by a Czech business corporation to its shareholders must be repaid to this business corporation within three months following the approval of the respective ordinary or extraordinary financial statements of the business corporation, unless a resolution on distribution of profits in the amount at least corresponding to the advance dividends paid is adopted in this time period.

(E)

[REDACTED]

(F)

[REDACTED]

(G) The Parties acknowledge that a transaction (the “**Transaction**”) on the sale and purchase of up to 100% share in the Parent between the current shareholders of the Parent, as sellers (the “**Sellers**”), and the Purchaser as purchaser is being entered into on the date of this Agreement under a share purchase agreement between the Sellers and the Purchaser (the “**SPA**”). The treatment and settlement of the 2022 Advance Dividend and Parent 2022 Advance Dividend forms part of the Transaction. The completion of the legally effective transfer of 100% ownership interest in the Parent to the Purchaser under the SPA (the “**Closing**”) is currently expected to complete by [REDACTED]

(H)

[REDACTED]

(I)

[REDACTED]

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Agreement, the following capitalized terms have the meaning set forth in the respective Recital or Clause of this Agreement.

**1.2 Interpretation of terms**

- (a) Unless a contrary indication appears herein, any reference in this Agreement to a Clause shall be construed as a reference to a clause of this Agreement.
- (b) Clause and paragraph headings are for ease of reference only and have no influence on the interpretation of this Agreement.

## 2. DEFERRAL OF THE REPAYMENT OF THE 2022 ADVANCE DIVIDEND

### 2.1 Acknowledgment with respect to obligation to repay the Repayment Amount

Without prejudice to Clause 2.2 (*Terms of deferral of the repayment of the Repayment Amount*), the Parent, pursuant to Section 2053 of Act No. 89/2012, the Civil Code, as amended (the “**Civil Code**”), hereby acknowledges both as to the ground and the amount (in Czech: *uznává co do důvodu i výše*) that as of the date of this Agreement its debt (in Czech: *dluh*) towards the Company to repay the 2022 Advance Dividend, [REDACTED]

### 2.2 Terms of deferral of the repayment of the Repayment Amount

- (a) The repayment of the Repayment Amount shall be deferred to and the repayment date of the Repayment Amount shall be the earlier of (i) [REDACTED] and (ii) the date falling [REDACTED] after the date on which Closing occurs (the “**Repayment Date**”).
- (b) As compensation for the deferral pursuant to Clause 2.2(a), the Parent is obliged to pay to the Company an amount of [REDACTED] (the “**Deferral Compensation**”) in a single payment together with the Repayment Amount on the Repayment Date.
- (c) In the event that the Repayment Amount is paid by the Parent before [REDACTED] the Deferral Compensation shall be subject to reduction for each day of earlier repayment. For each full day of repayment prior to [REDACTED] the Deferral Compensation shall be reduced by an amount equal to [REDACTED]

## 3. DEFERRAL OF THE REPAYMENT OF THE PARENT 2022 ADVANCE DIVIDEND

### 3.1 Acknowledgment with respect to obligation to repay the Parent Repayment Amounts

Without prejudice to Clause 3.2 (*Terms of deferral of the repayment of the Parent Repayment Amount*), each Seller, pursuant to Section 2053 of the Civil Code hereby acknowledges both as to the ground and the amount (in Czech: *uznává co do důvodu i výše*) that as of the date of this Agreement its debt (in Czech: *dluh*) towards the Parent to repay the Parent 2022 Advance Dividend, [REDACTED]

### 3.2 Terms of deferral of the repayment of the Parent Repayment Amount

- (a) The repayment of the Parent Repayment Amounts shall be deferred to and the repayment date of the Parent Repayment Amounts (the “**Parent Repayment Date**”) shall be the Repayment Date.
- (b) The respective obligor, i.e. until Closing each of the Sellers and from Closing the Purchaser, is obliged to repay its Parent Repayment Amount (in the case of the Sellers) or the aggregate of the Parent Repayment Amounts (in the case of the Purchaser) and the Parent Deferral Compensation (as defined below) determined pursuant to Clause 3.2(c), in a single payment on or before the Repayment Date.
- (c) As compensation for the deferral pursuant to Clause 3.2(a), the respective obligor, i.e. until Closing each Seller or from Closing the Purchaser, is obliged to pay to the Parent an amount of (i) [REDACTED] (if paid by each Seller) or (ii) [REDACTED] (if paid by the Purchaser) (the “**Parent Deferral Compensation**”) in a single payment together with the Parent Repayment Amounts on the Parent Repayment Date. In the event that the Parent Repayment Amount is paid by the Sellers or the

Purchaser before [REDACTED] the Parent Deferral Compensation shall be subject to reduction for each day of earlier repayment. For each full day of repayment prior to [REDACTED] the Parent Deferral Compensation shall be reduced by an amount equal to [REDACTED] (for each Seller, in the case of payment by the Sellers) or [REDACTED] (in the case of payment by the Purchaser).

- (d) The Parties agree that:
- (i) before the Parent Repayment Amount has been discharged in full, any payment of the Parent Repayment Amount must be made directly to the Company and the Company undertakes to accept such payment; and
  - (ii) the Company shall apply any amount received in accordance with paragraph (d)(i) above in reduction and discharge of the Repayment Amount *pro tanto*.
- (e) The Parent, Purchaser and the Sellers undertakes not to waive, set off or otherwise cause the discharge of the Parent Repayment Amount other than as stipulated in 3.2(d). If the Parent receives any payment from a Seller or the Purchaser in relation to repayment of any part of the Parent 2022 Advance Dividend, the Parent undertakes to immediately apply any payment so received in repayment of the 2022 Advance Dividend, i.e. for the repayment of the Repayment Amount.

#### 4. ASSUMPTION OF LIABILITIES

##### 4.1 With effect from Closing:

- (a) each Seller transfers all of its obligations in connection with the Parent 2022 Advance Dividend, being the obligation to repay its Parent Repayment Amount to the Purchaser and the Purchaser assumes from the Sellers all existing and future liabilities (in Czech: *převzetí dluhu*) of the Sellers owed to the Parent arising out of the obligation to repay Parent Advance Dividend, being the obligation to repay the Parent Repayment Amount to the Parent;
- (b) the Parent consents to and acknowledges the assumption under paragraph (a) above and releases and discharges the Sellers from all claims and demands under or in connection with the Parent 2022 Advance Dividend;
- (c) the Sellers, the Purchaser and the Parent confirm that as a result of the assumption of liabilities (in Czech: *převzetí dluhu*) set out in paragraph (a) above, the Purchaser replaces the Sellers as the debtor of the Parent 2022 Advance Dividend and the Sellers shall no longer be debtors in respect of the Parent 2022 Advance Dividend;
- (d) Clause 3 (*Deferral of the repayment of the Parent 2022 Advance Dividend*) shall apply to the Purchaser on terms that: (i) references to the Sellers shall be to the Purchaser (ii) references to Parent 2022 Advance Dividend shall be to the debts of both Sellers; and
- (e) each of the Sellers, the Purchaser and the Parent shall at its cost, do, perform, sign, execute and deliver all such acts, deeds, documents and things (or procure the doing, performance, signing, execution or delivery thereof) as any of the other parties may from time to time reasonably require, in the form and content satisfactory to such requesting party (acting reasonably), to give full effect to this Agreement and to ensure full release of the Sellers from the Parent 2022 Advance Dividend, i.e. for the repayment of the Parent Repayment.

##### 4.2 With effect from Closing, the Purchaser accedes (in Czech: *přistupuje*) as additional debtor next to (without replacing) the Parent of the Repayment Amount [REDACTED]

[REDACTED] and the Parent agrees with such accession. It is expressly agreed between the Parent and the Purchaser that any amount received by the Company in accordance with this Clause 4.2 reduces and discharges the Parent Repayment Amount *pro tanto* without need for additional set off.

- 4.3 The Purchaser and the Sellers confirm that the Consideration (as defined in the SPA) reflects the assumption of the Parent Repayment Amounts pursuant to this Agreement. Therefore, no consideration is payable under this Agreement by Sellers to the Purchaser.
- 4.4 For the avoidance of doubt, before Closing the Purchaser has no liability in respect of the Parent 2022 Advance Dividend.
- 4.5 If the SPA terminates for any reason before Closing, this Clause 4 (*Assumption of liabilities*) and any rights and obligations of the Purchaser under this Agreement terminate and unless Closing occurs, the Purchaser shall have no liability under this Agreement.

## **5. REPRESENTATIONS AND WARRANTIES**

### **5.1 Representations**

- (a) The representations and warranties set out in Clauses 5.2 (*Status*) through 5.6 (*No filing*) are made by each Party to the other Party.
- (b) The representations and warranties set out in Clause 5.7 (*Insolvency*) are made by the Parent and the Purchaser to the Company.
- (c) The Parties acknowledge that each Party has entered into this Agreement in full reliance on the representations and warranties made to it by the other Party being complete, true and accurate.

### **5.2 Status**

- (a) The Party is a legal entity duly organised, incorporated and validly existing in accordance with the law of its registered seat.
- (b) The Party has all power and authority to acquire rights and obligations by its own actions or by the actions of its representatives, as is required pursuant to the applicable laws for the execution of this Agreement and performance of all obligations arising under this Agreement.

### **5.3 Authority**

- (a) The Party:
- (i) is entitled to enter into this Agreement and comply with its obligations in this Agreement; and
- (ii) has obtained all authorisations and consents of the relevant bodies of the Party or third parties to enable it lawfully to enter into and comply with its obligations in this Agreement and all such authorisations and consents are in full force and effect.
- (b) The relevant bodies of the Party have been duly and timely notified of the intention of that Party to enter into this Agreement (if required by applicable laws or corporate documents of the Party) and no body of that Party has forbidden or restricted the execution of this Agreement.

#### **5.4 No conflict**

The entry by the Party into this Agreement and acceptance of the obligations hereunder and their performance by the Party is not in conflict with:

- (i) any law or regulations or any decision of administrative or judicial authorities or other public authority which is binding on it;
- (ii) its constitutional or other corporate documents; or
- (iii) any agreement, arrangement or other instrument which is binding on it.

#### **5.5 Validity and ranking**

This Agreement constitutes valid obligations of the Party enforceable in accordance with its terms and has been properly executed by a person or persons authorised to act on behalf of the Party or by a duly authorised representative or representatives of the Party.

#### **5.6 No filing**

It is not necessary that:

- (i) this Agreement be filed or registered with any court, administrative or other public authority in the Czech Republic or abroad (except for publication in the Register of Contracts as stipulated in Clause 9 (*Force and effect, Register of Contracts*)); or
- (ii) any fees or taxes be paid with respect to this Agreement or the transactions contemplated thereby.

#### **5.7 Insolvency**

- (i) No petition has been filed for its insolvency and it does not intend to file or initiate filing of any such petition.
- (ii) No court has declared it to be insolvent or bankrupt nor has resolved on other insolvency petition in respect of it; no reorganisation has been approved or moratorium declared in respect of it.
- (iii) It has not commenced any negotiations on any reorganisation, restructuring or other similar plan, it has not prepared any such plan nor has requested any such plan to be prepared or negotiated on its behalf by a third party.
- (iv) No bankruptcy or insolvency petition relating to it has been rejected on the grounds of insufficient funds.
- (v) Neither its general meeting nor any court made a resolution on winding up of the Party with or without liquidation.
- (vi) It has not been summoned to make a declaration on its assets nor is aware of any petition to make a declaration on its assets.
- (vii) No event exists under any law other than Czech law which would be similar to any event set out in paragraphs (i) to (vii) above.

## 6. UNDERTAKINGS

### 6.1 Information undertakings

- (a) The Party shall provide the other Party without undue delay with all information pertaining to this Agreement and/or which is otherwise relevant for the relationship between the Parties under this Agreement and/or in connection with the repayment of the 2022 Advance Dividend or Parent 2022 Advance Dividend, and in particular shall inform the other Party without undue delay of:
- (i) any event due to which the existence of the other Party's rights hereunder came or could come under threat; and
  - (ii) any representation set out in Clause 3 (*Representations and warranties*) being untrue, incomplete or misleading.
- (b) The Party shall provide the other Party, upon a reasonable request by the other Party and to the fullest extent permitted by law, and without undue delay, but in any case no later than [REDACTED] after receiving such a request, with all information and documents relating to the Party and/or other matters which are relevant to the relationship between the Parties under this Agreement and/or in connection with the repayment of the 2022 Advance Dividend or Parent 2022 Advance Dividend as may be reasonably required by the other Party.

## 7. PAYMENTS

### 7.1 Payments to Company

On each date on which the Parent is required to make a payment under this Agreement, the Parent shall make the same available to the Company for value on the due date to the account (or accounts) specified for that purposes by the Company.

### 7.2 Gross-up

All payments to be made by the Parent under this Agreement shall be calculated and be made free and clear of any deduction. If a deduction is required by law or otherwise to be made by the Parent from any payment hereunder, the amount of that payment due from the Parent hereunder shall be increased to an amount which (after making any deduction) leaves an amount equal to the payment which would have been due if no deduction had been required.

### 7.3 Use of proceeds

- (a) None of the Parent or Company may use the proceeds of repayment of the 2022 Advance Dividend or Parent 2022 Advance Dividend, as applicable (the "**Proceeds**") in a manner that would result in a violation by a Party of any anti-corruption law or any applicable laws or regulations relating to economic or trade sanctions implemented by the Office of Foreign Assets Controls of the United States Department of Treasury, Global Affairs Canada, the United Nations Security Council, Her Majesty's Treasury, the European Union or any other relevant sanctions authority and any similar law or regulation in any other jurisdiction applicable to a Party or its direct or indirect shareholders ("**Sanctions Laws**"), including in respect of any dealings in property owned, held or controlled by or on behalf of any person that is listed or designated, or owned or controlled by a person that is listed or designated, under Sanctions Laws. This paragraph shall not operate so as to cause the Company to breach its statutory obligations, including the obligations of a gas transmission system operator arising from the Czech Act No. 458/2000 Coll., the Energy Act, and in particular Section 58 of that act.



(b)



**8. FURTHER ASSURANCE**

The Parent shall from time to time and at its own expense, give such assurances and do all such things as the Company may reasonably require or consider desirable to enable exercise of any of the rights conferred on the Company by this Agreement or applicable laws (including cases when the Company considers such actions or legal acts appropriate due to changes in the relevant laws or their interpretation).

**9. FORCE AND EFFECT, REGISTER OF CONTRACTS**

(a) This Agreement becomes valid upon its execution by the last Party and binding and effective upon its publication in the Register of Contracts pursuant to Act No. 340/2015 Coll. On Special Conditions of Effectiveness of Certain Contracts, Publication of these Contracts and the Register of Contracts, as amended (the “**Act on Register of Contracts**”).

(b) The Purchaser shall submit an electronic image of the signed Agreement to the administrator of the Register of Contracts and provide proof thereof to the other Parties on the date of signing of this Agreement without undue delay after conclusion of the Agreement. Should the Purchaser fail to fulfil his obligation to submit an electronic image of the signed Agreement for publication, pursuant to the Act on Register of Contracts, any Party is entitled to submit the Agreement for publication in the Register of Contracts.

**10. COSTS AND EXPENSES**

Before Closing, the Sellers (severally and in equal proportions) and after Closing the Purchaser shall bear, pay to the Company or, as the case may be, reimburse the Company for, any reasonable expenses, costs and other amounts arising in connection with the execution and maintaining in force and effect of this Agreement.

**11. MISCELLANEOUS**

**11.1 Severability**

If at any time any provision of this Agreement is or becomes void, illegal, invalid, ineffective or unenforceable in any respect, it shall not affect the validity, effectiveness and enforceability of the remaining provisions of this Agreement. The Parties agree that in such a case the Parties shall, upon request of either Party and within 5 (five) business days after receipt of such request, enter into an amendment to this Agreement, upon which such void, illegal, invalid, ineffective or unenforceable provision of this Agreement shall be replaced by incorporation of a provision which best achieves the commercial effect that the Parties intended thereby, and is valid, effective and enforceable.

**11.2 No waiver**

No failure to exercise, or any delay in exercising any right under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right prevent any further or other exercise or the exercise of any other right.

### 11.3 Amendments

This Agreement may only be amended by means of written amendments.

### 11.4 Exclusion of certain provisions of the Civil Code

- (a) The Parties agree that (to the fullest extent permitted by the laws of the Czech Republic) the following Sections of the Civil Code shall be excluded for the purposes of this Agreement: Sec. 558 (2) (to the extent in which it stipulates that business practice prevails over non-mandatory provision of law), Sec. 1740 (3), Sec. 1747, Sec. 1748, Sec. 1799, Sec. 1800, Sec. 1932, Sec. 1933, Sec. 1936 (1), Sec. 1950, Sec. 1951, Sec. 1952 (2), Sec. 1978 (2), Sec. 1980, Sec. 1987 (2), Sec. 1995 (2) and Sec. 2015 (1).
- (b) The Parties shall bear the risk of a change of circumstances within the meaning of Section 1765 (2) of the Civil Code.
- (c) No Party is entitled to terminate this Agreement pursuant to Section 2000 (1) of the Civil Code.

## 12. NOTICES

### 12.1 Communications in writing

Any communication between the Parties to be made under or in connection with this Agreement shall be made in writing and, unless otherwise stated, may be made by e-mail, fax or letter.

### 12.2 Addresses

The address, fax number and e-mail address (and the department or officer, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Agreement is that identified with its name below or any substitute address, fax number or e-mail address (and the department or officer for whose attention the communication is to be made) as that Party may notify to the Party by not less than 5 (five) business days in advance.

- (a) If to the Company:

Address: Na Hřebenech II 1718/8, Nusle, Postal code 140 00 Praha 4

Attention: [REDACTED]

E-mail: [REDACTED]

- (b) If to the Parent:

Address: Na hřebenech II 1718/8, Nusle, Postal code 140 00 Praha 4

Attention: [REDACTED]

E-mail: [REDACTED]  
[REDACTED]

With a copy by e-mail to:

Name: [REDACTED]

Email: [REDACTED]

and

Name: Allianz Capital Partners GmbH

Address: Seidlstrasse 24-24a, 80335 Munich, Germany

For the attention of: [REDACTED]

Email: [REDACTED]

(c) If to Allianz:

Address: 2A, Rue Albert Borschette

1246 Luxembourg

Grand Duchy of Luxembourg

For the attention of: [REDACTED]

Email: [REDACTED]  
[REDACTED]  
[REDACTED]

and a copy to:

Name: Allianz Capital Partners GmbH

Address: Seidlstrasse 24-24a

80335 Munich

Germany

For the attention of: [REDACTED]

Email: [REDACTED]

(d) If to BNP:

Address: Muiderstraat 9U,

Amsterdam,

1011 PZ

For the attention of: [REDACTED]

Email: [REDACTED]

With a copy by e-mail to:

Name:

[REDACTED]

Email:

[REDACTED]

and a copy to:

Name:

[REDACTED]

Address:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

For the attention of:

[REDACTED]

Email:

[REDACTED]

(e) If to the Purchaser:

ČEPS, a.s.  
Elektrárenská 774/2,  
10152 Czech Republic

Email:

[REDACTED]  
[REDACTED]

### 12.3 Delivery

- (a) Any communication or document made or delivered by one Party to another under or in connection with this Agreement will only be considered as delivered:
- (i) if by way of fax, e-mail or any other electronic communication, when received in legible form; or
  - (ii) if by way of letter, when it has been left at the relevant address.
- (b) Any communication or document to be delivered to either Party will be considered delivered only when actually received by the respective Party and then only if it has been expressly marked for the attention of the department or officer identified with the Party's name in Clause 12.2 (*Addresses*) (or any substitute department or officer as the respective Party shall specify for this purpose).
- (c) Any communication or document to be made or delivered will also be deemed delivered as of the 3<sup>rd</sup> (third) business day after it has been sent using provider of postal services.

### 12.4 Language

- (a) Any notice given under or in connection with this Agreement must be in Czech or English.
- (b) All other documents provided under or in connection with this Agreement must be:
- (i) in Czech or English; or
  - (ii) if not in Czech or English, and if so required by either Party, accompanied by a certified Czech or English translation and, in this case, the Czech or English translation will prevail unless that

document has been made in another language under the mandatory provisions of the relevant laws.

**13. TRANSFER AND ASSIGNMENT**

No Party may assign or transfer this Agreement, or any part thereof or any individual obligations or any individual rights arising therefrom without the prior written consent of all other Parties.

**14. COUNTERPARTS**

This Agreement has been executed in 5 (five) counterparts. Each Party shall obtain 1 (one) counterpart.

**15. GOVERNING LAW AND ENFORCEMENT**

**15.1 Governing law**

This Agreement and any non-contractual obligations arising under this Agreement are governed by the laws of the Czech Republic, with the exclusion of its choice of law rules referring to any other law.

**15.2 Jurisdiction of Czech courts**

The courts of Prague in the Czech Republic have local jurisdiction to settle any dispute arising under or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligation arising thereunder) unless the mandatory rules of the applicable laws provide otherwise.

*<signature page follows>*

**In witness whereof**, the Parties have executed this Agreement as of the day and year first above written.

**NET4GAS, s.r.o.**

as Company

By: \_\_\_\_\_

██████████  
████████████████████

By: \_\_\_\_\_

██████████  
████████████████████

**NET4GAS Holdings, s.r.o.**

as Parent

By: \_\_\_\_\_

██████  
████ ████████████████████

**BOREALIS NOVUS PARENT B.V.**

as BNP and Seller

By: \_\_\_\_\_

██████  
████ ████████████████████

**ALLIANZ INFRASTRUCTURE LUXEMBOURG I S.à R.l**

as Allianz and Seller

By:

\_\_\_\_\_  
[Redacted]  
[Redacted]

**ČEPS, a.s.**

as Purchaser

By:

\_\_\_\_\_  
[Redacted]  
[Redacted]