



AMENDMENT No. 2 TO THE INSURANCE CONTRACT No. 107010811

for Insurance of an Export Buyer Credit Against the Risk of Non Payment concluded between Exportní garanční a pojišťovací společnost, a.s., Komerční banka, a.s. and ING Bank, a branch of ING-DiBa AG on November 11, 2016

Exportní garanční a pojišťovací společnost, a.s.

Headquarters: Vodičkova 34/701, 111 21 Praha 1, Czech Republic

Registered number: 45279314

Tax number: CZ45279314

Entered in the Commercial Register maintained by the Municipal Court in Prague, file reference B 1619

Bank: Česká národní banka, a.s.

Account number: 2103011/0710

Represented by: JUDr. Ing. Marek Dlouhý, Vice Chairman of the Board and
Ing. Martin Růžička, Member of the Board

(hereinafter referred to as the "Insurer")

and

Komerční banka, a.s.

Headquarters: Na Příkopě 33 čp. 969, 114 07 Praha 1, Czech Republic

Registered number: 45317054

Tax number: CZ45317054

Entered in the Commercial Register maintained by the Municipal Court in Prague, file reference B 1360

[REDACTED]

(hereinafter referred to as the "Policyholder 1/Insured 1")

and

ING Bank, a branch of ING-DiBa AG

Headquarters: Hamburger Allee 1, 604 86 Frankfurt am Main, Federal Republic of Germany

Registered number: HRB 7727

Tax number: DE114103475

Entered in the Commercial Register Handelsregister des Amtsgerichts Frankfurt am Main, Company Number HRB7727

[REDACTED]

(hereinafter referred to as the "Policyholder 2/Insured 2")

(the Insurer, Insured 1 and Insured 2 are hereinafter referred to jointly as the “Parties” and individually as a “Party”)

1. Insurer and Insureds concluded on November 11th, 2016 Insurance Contract type „D“ No. 107010811 for insurance of an export buyer credit against the risk of non payment (hereinafter referred to as “Insurance Contract“). The subject of insurance includes receivables under EGAP Facility Agreement dated [REDACTED] (hereinafter referred to as “Credit Contract“) concluded between the Insureds and the corporation PT Perusahaan Listrik Negara (PERSERO), intended for financing the Export Contract dated [REDACTED] for the deliveries of steam turbine plus accompanying equipment and services linked to Grati Combined Cycle Power Plant Extension Project 501 MW worth total of [REDACTED] concluded between the Czech exporter, corporation Doosan Škoda Power, s.r.o. and the importer Lotte Engineering & Construction Co., Ltd.

2. In accordance with Article 9, paragraph 9.4 of the Insurance Contract and based on Insured's request dated [REDACTED] the Parties have agreed on the following amendments to the Insurance Contract:

Article 2, paragraph 2.5, is amended and reads as follows:

The Re-financing Costs are also subject of insurance. The amount of such costs is determined by the [REDACTED] from the due date of the relevant instalment on the Credit until the date an indemnification payment is made by the Insurer and increased by [REDACTED], the amount of this instalment and the number of calendar days between the due date and the date an indemnification payment is made by the Insurer.

3. The other provisions of the Insurance Contract remain unchanged.
4. The Insureds are aware that the Insurer, as a legal entity in which the state is a majority stakeholder, is subject to Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, the Disclosure of These Contracts and the Register of Contracts (Act on the Register of Contracts) and agree to the publication of the Amendment No. 2 to the Insurance Contract in the Register of Contracts, whereby such publication does not violate their duty of confidentiality. The Parties have agreed that the Amendment No. 2 to the Insurance Contract will be published in the Register of Contracts by the Insurer.
5. The Insureds declare that the information stated in Articles 1 and 2 of this Amendment No. 2 to the Insurance Contract constitutes their trade secret as defined by Section 504 of Act No. 89/2012 Coll., and request that the Insurer obliterate it. At the same time the Insureds are aware and agree to the fact that, regardless of the above, the metadata of the Amendment No. 2 to the Insurance Contract must always contain the identification details of the contracting parties, specification of the subject of the contract, the price and, if not specified in the contract, the value of the subject of the contract, if it can be determined, and the date the contract was concluded, with the exception of cases where the identification of the contracting parties and the price or value of the subject of the contract constitute trade secrets of the Insurer.

6. In accordance with Article 9, paragraph 9.4 of the Insurance Contract, the Insured 1 and the Insured 2 are obliged to pay the Insurer a fee amounting to [REDACTED] [REDACTED] for drawing up the Amendment No. 2 to the Insurance Contract No. 107010811. This fee is payable as a lump-sum within fifteen days of the date the invoice is issued by the Insurer.
7. This Amendment No. 2 to the Insurance Contract No. 107010811 becomes valid on the day it is signed by the Parties and becomes effective on the day of payment of the fee to the Insurer's account, although no earlier than on the day of publication in the Register of Contracts pursuant to paragraph 4 of this Amendment No. 2.
8. This Amendment No. 2 has been drawn up in three (3) counterparts in Czech language and three (3) counterparts in English language. Each Party receives one (1) counterpart in both languages. In the event of any discrepancies between these two language versions, the Czech version prevails.

In Prague, on 29/11/2023

Insurer

Ing. Martin Růžička
člen představenstva
Exportní garanční a pojišťovací
společnost, a.s.

JUDr. Ing. Marek Dlouhý
místopředseda představenstva
Exportní garanční a pojišťovací
společnost, a.s.

Insured 1

[REDACTED]
Komerční banka, a.s.

[REDACTED]
Komerční banka, a.s.

Insured 2

[REDACTED]
ING Bank, a branch of ING-DiBa
AG

[REDACTED]
ING Bank, a branch of ING-DiBa
AG