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From:

BOREALIS NOVUS PARENT B.V.,
Muiderstraat 9U,
1011 PZ Amsterdam,
Netherlands (**BNP**)

and

ALLIANZ INFRASTRUCTURE LUXEMBOURG I S.à R.L.,
2A, Rue Albert Borschette,
1246 Luxembourg,
Grand Duchy of Luxembourg (**Allianz**)

(BNP and Allianz each as **Seller** and together as **Sellers**)

To:

ČEPS, a.s.,
Elektrárenská 774/2,
10152 Praha 10,
Czech Republic (**Purchaser**)

4 December 2023

Dear Sirs,

Amendment letter in relation to the sale of 100% ownership interest by the Sellers in NET4GAS Holdings, s.r.o. to the Purchaser

We refer to the agreement for sale and purchase of ownership interests in NET4GAS Holdings, s.r.o., with its registered seat at Na Hřebenech II 1718/8, 140 00 Prague 4 – Nusle, Czech Republic, ID no. 291 35 001 entered into between the Sellers and the Purchaser on 29 September 2023 (the **SPA**).

Capitalised terms used in this amendment letter and not otherwise defined shall have the meaning given to them in the SPA, whether defined therein or by reference to any document incorporated therein.

1. The Sellers and the Purchaser agree that Clause 7.1 of the SPA will be replaced and read as follows:

“Subject to Clause 7.2 [redacted] Completion shall take place [redacted] at the offices of [redacted] after the date on which the last of the Conditions is satisfied or [redacted]”

2. The Sellers and the Purchaser further agree that if (i) Clause 7.1 of the SPA applies and Completion does not occur on a date stipulated in Clause 7.1 of the SPA (as amended by this amendment letter)

[redacted] and (ii) the event that would cause [redacted]

(a) [redacted] shall no longer apply and shall be deleted from the SPA in its entirety; and

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- (b) any reference to “the Completion Date” in Clause 4 (Earn-Out) should be amended to read as follows:



Clauses 1 (Interpretation), 13 (Announcements and Confidentiality), 14 (Notices), 19.3 to 19.19 (General), 20 (Whole Agreement), 21 (Governing Law), 22 (Dispute Resolution) and 23 (Language) and the provisions of Schedule 6, shall apply, mutatis mutandis, to this letter agreement with the necessary consequential changes.

The remaining provisions of the SPA should remain unaffected.

This amendment letter has been entered into on the date(s) specified in this amendment letter and is intended to be and is delivered by them on the date(s) specified in this amendment letter.

Please indicate your agreement to the terms above by countersigning this amendment letter.

Yours sincerely,

BOREALIS NOVUS PARENT B.V.,

Authorised signatory

ALLIANZ INFRASTRUCTURE LUXEMBOURG I S.à R.L.

Authorised signatory

Agreed by:

ČEPS, a.s.
