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Den Europeiske Investeringsbank
Europäische Investitionsbank
Euroopa Investeeringipank
Europejski Bank Inwestycyjny
European Investment Bank
Banco Europeo de Inversiones
Banque européenne d'investissement
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BY COURIER

Ministry of Finance

Letenská 15
118 10 Praha 1
Czech Republic

For the attention of: Debt and Financial Assets Management Department

Luxembourg, 19 September 2024

JU/OPS-EU/CE/MO/DB/ir N° 2024-12489

Subject: CZECH RAIL TEN-T AND SAFETY

Operation Number (Serapis N°): 2022-0811; Contract Number (FI N°): 96.020

Finance contract between the Czech Republic, acting through the Ministry of Finance (the "**Borrower**") and the European Investment Bank (the "**Bank**") dated 25 September 2023 (the "**Finance Contract I**")

CZECH RAIL TEN-T AND SAFETY B

Operation Number (Serapis N°): 2022-0811; Contract Number (FI N°): 96.456

Finance contract between the Borrower and the Bank dated 10 April 2024 (the "**Finance Contract II**")

The Finance Contract I and the Finance Contract II are hereinafter collectively referred to as the "**Finance Contracts**".

Amendment Letter N° 1

Dear Sirs,

We refer to the Finance Contracts. Unless the context otherwise requires or unless otherwise defined in this amendment letter (the "**Letter**"), terms defined in the Finance Contracts and expressions used in the Finance Contracts have the same meaning when used in this Letter.

1. AMENDMENTS TO THE FINANCE CONTRACTS

As from the Effective Date, the Finance Contracts shall be amended as set out below:

- (a) A new Recital (n) shall be included in the Finance Contracts and shall read as follows:
"(n) *The Promoter has applied for Union support for the Project under the PSLF.*";
- (b) A new definition of "PSLF" shall be included in the "Definitions" section of the Finance Contracts in a correct alphabetical order and shall read as follows:
"**"PSLF"** means a public sector loan facility set up by Regulation (EU) No 2021/1229 of the European Parliament and of the Council of 14 July 2021 on the public sector loan facility under the Just Transition Mechanism and its implementing arrangements."; and
- (c) The last paragraph of Article 8.3 (*Visits by the Bank*) of the Finance Contracts shall be amended and shall read as follows:
"*The Borrower acknowledges and agrees that the Bank may be obliged to communicate information relating to the Borrower, the Intermediary, the Promoter and the Project to any competent institution or body of the European Union in accordance with the relevant mandatory provisions of EU Law and/or the PSLF.*"



2. REPRESENTATIONS

The representations and warranties that are repeated under and pursuant to Article 6.11 (*General Representations and Warranties*) of the Finance Contracts are deemed repeated (by reference to the facts and circumstances then existing) by the Borrower (a) on the date the Borrower countersigns this Letter, and (b) on the Effective Date, as if each reference in those representations and warranties to "this Contract" included a reference to (i) the respective Finance Contract, as amended by this Letter, and (ii) this Letter.

3. MISCELLANEOUS

- 3.1. Other than in accordance with Article 1 (*Amendments to the Finance Contracts*) of this Letter, nothing in this Letter shall affect the rights of the Bank in respect of the occurrence of any Event of Default or breach (however described) or non-compliance in connection with the Finance Contracts, including without limitation any Event of Default or breach (however described) or non-compliance in connection with the Finance Contracts which has not been disclosed by the Borrower in writing prior to the date of this Letter or which arises on or after the date of this Letter.
- 3.2. The provisions of the Finance Contracts shall, save as amended by this Letter, continue in full force and effect. This Letter is not (and shall not be deemed to be) a consent, agreement, amendment or waiver in respect of any terms, provisions or conditions of the Finance Contracts, except as expressly agreed herein. The Bank reserves any other right or remedy it may have now or subsequently.
- 3.3. This Letter does not entail a novation of, or have a novative effect on, the Finance Contracts.
- 3.4. The Bank issues this Letter acting in reliance upon the information supplied to the Bank by the Borrower by the date hereof and such information being true, complete and accurate. It shall be without prejudice to any rights which the Bank may have at any time in relation to any other circumstance or matter other than as specifically referred to in this Letter or in relation to any such information not being true, complete and accurate, which rights shall remain in full force and effect.
- 3.5. The Borrower shall, at the request of the Bank and at its own expense, do all such acts and things necessary or desirable to give effect to the amendments effected or to be effected pursuant to this Letter.
- 3.6. The parties to this Letter acknowledge and agree that any breach of this Letter, including (without limitation) any breach of an undertaking contained in this Letter or any representation in this Letter being or becoming incorrect, incomplete or misleading in any material respect, shall constitute an Event of Default under the Finance Contracts.
- 3.7. The provisions of Article 10.4 (*Non-Waiver*), Article 11.2 (*Jurisdiction*), Article 11.3 (*Place of performance*), Article 11.6 (*Invalidity*), Article 11.7 (*Amendments*), Article 11.8 (*Counterparts*) and Article 12.1 (*Notices*) of the Finance Contracts shall be incorporated into this Letter as if set out in full in this Letter and as if references in those clauses to "this Contract" are references to this Letter.
- 3.8. This Letter and all matters, whether contractual or non-contractual, arising out of or in connection with it shall be governed by and construed in accordance with the laws of Luxembourg.



4. EFFECTIVE DATE

4.1. This Letter shall take effect on the date (the "**Effective Date**") as notified by the Bank in writing to the Borrower confirming that it has received in a form and substance satisfactory to it:

- (a) 2 (two) originals of this Letter duly signed by the Borrower; and
- (b) the evidence that the Borrower has duly published this Letter in the Registry of Contracts (in Czech: *Registr smluv*), as required by the applicable Czech law, within 30 (thirty) calendar days after the Borrower received this Letter signed by all parties hereto.

If the Effective Date does not occur within 3 (three) months from the date of this Letter, this Letter shall not come into force and no further action shall be necessary or required.

4.2. From such Effective Date, the references in the Finance Contracts to "this Contract", and similar references shall be read and construed as references to the respective Finance Contract as amended by the provisions of this Letter. However, any references in the Finance Contracts to the "date of this Contract" and similar references shall refer to the date of execution of the respective Finance Contract. Upon occurrence of the Effective Date, the Finance Contracts shall continue to be in full force and effect, amended in accordance with terms of this Letter.

We kindly ask you to date and duly sign each of the 6 (six) originals of this Letter and return to the Bank, to the attention of [REDACTED] Legal Department, 2 (two) duly signed originals by registered mail or courier.

Yours faithfully,

EUROPEAN INVESTMENT BANK



Agreed and accepted for and on behalf of
the Czech Republic, acting through the Ministry of Finance
as the Borrower

Signature:

Name:

Title:

Date:



Minister of Finance

9th October 2024