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Evropská investiční banka
Den Europæiske Investeringsbank
Europäische Investitionsbank
Euroopa Investeerimispank
Ευρωπαϊκή Τράπεζα Επενδύσεων
European Investment Bank
Banco Europeo de Inversiones
Banque européenne d'investissement
An Banc Eorpach Infheistíochta
Evropska investicijska banka
Banca europea per gli investimenti

Corporate Use

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Európai Beruházási Bank
Bank Ewropew tal-Investment
Europese Investeringsbank
Europejski Bank Inwestycyjny
Banco Europeu de Investimento
Banca Europeană de Investiții
Európska investičná banka
Evropska investicijska banka
Euroopan investointipankki
Europeiska investeringsbanken

65148/2024-SZ-GR-03
SFD-CES 33/2023/1

BY COURIER

Správa železnic, státní organizace

Dlážděná 1003/7

110 00 Praha 1 - Nové Město

Czech Republic

For the attention of: Finance Department

Státní fond dopravní infrastruktury

Sokolovská 1955/278

190 00 Praha 9

Czech Republic

Copy:

Ministry of Finance

Letenská 15

118 10 Praha 1

Czech Republic

For the attention of: Debt and Financial Assets Management Department

Copy:

Ministry of Transport

nábřeží Ludvíka Svobody 1222/12

110 15 Praha 1

Czech Republic

For the attention of: EU Funds Department

Luxembourg, 19 September 2024

JU/OPS-EU/CE/MO/DB/ir N° 2024-12481

Subject: CZECH RAIL TEN-T AND SAFETY

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

Project Implementation Agreement between the European Investment Bank (the "**Bank**"), Správa železnic, státní organizace (the "**Promoter**") and Státní fond dopravní infrastruktury (the "**Intermediary**") dated 4 October 2023 (the "**Agreement I**")

CZECH RAIL TEN-T AND SAFETY B

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

Project Implementation Agreement between the Bank, the Promoter and the Intermediary dated 7 May 2024 (the "**Agreement II**")

The Agreement I and the Agreement II are hereinafter collectively referred to as the "**Agreements**".

Amendment Letter N° 1

Dear Sirs,

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



1. AMENDMENTS TO THE AGREEMENTS

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

- (a) A new Recital (o) shall be included in the Agreements and shall read as follows:

"The Promoter has applied for Union support for the Project under 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 (the "PSLF")."; and

- (b) The last paragraph of Article 7.3 (*Visits by the Bank*) of the Agreements shall be amended and shall read as follows:

"The Promoter and Intermediary acknowledge and agree that the Bank may be obliged to communicate information relating to the Promoter, the Intermediary 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 6.7 (*General Representations and Warranties*) of the Agreements are deemed repeated (by reference to the facts and circumstances then existing) by the Promoter and the Intermediary (a) on the date the Promoter and the Intermediary countersign this Letter, and (b) on the Effective Date, as if each reference in those representations and warranties to "this Agreement" included a reference to (i) the respective Agreement, as amended by this Letter, and (ii) this Letter.

3. MISCELLANEOUS

- 3.1. Other than in accordance with Article 1 (*Amendments to the Agreements*) of this Letter, nothing in this Letter shall affect the rights of the Bank in respect of the occurrence of any Project Implementation Agreement Event or breach (however described) or non-compliance in connection with the Agreements, including without limitation any Project Implementation Agreement Event or breach (however described) or non-compliance in connection with the Agreements which has not been disclosed by the Promoter or the Intermediary 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 Agreements 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 Agreements, 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 Agreements.
- 3.4. The Bank issues this Letter acting in reliance upon the information supplied to the Bank by the Promoter and the Intermediary 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 Promoter and the Intermediary shall, at the request of the Bank and at their 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 a Project Implementation Agreement Event under the Agreements.
- 3.7. The provisions of 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 Agreements shall be incorporated into this Letter as if set out in full in this Letter and as if references in those clauses to "this Agreement" 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 Promoter and the Intermediary confirming that it has received in a form and substance satisfactory to it:
- (a) 2 (two) originals of this Letter duly signed by the Promoter and the Intermediary together with evidence that the execution of this Letter by the Promoter and the Intermediary has been duly authorised and that the person or persons signing this Letter on behalf of the Promoter and the Intermediary are duly authorised to do so. Such evidence shall be provided by the Promoter and the Intermediary together with this duly signed Letter, unless it has been previously delivered to the Bank, and the Promoter and the Intermediary confirm in writing that no change has occurred in relation to the authority of the person or persons authorised to sign this Letter on behalf of the Promoter and the Intermediary; and
- (b) the evidence that the Promoter 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 Promoter and the Intermediary 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 Agreements to "this Agreement" or "the Finance Contract", and similar references shall be read and construed as references to the respective Agreement as amended by the provisions of this Letter or the respective Finance Contract (as applicable). However, any references in the Agreements to the "date of this Agreement" or "date of the Finance Contract" and similar references shall refer to the date of execution of the respective Agreement, or the date of execution of the respective Finance Contract (as applicable). Upon occurrence of the Effective Date, the Agreements 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 8 (eight) originals of this Letter and return to the Bank, to the attention of Ms. Miroslava Obdržálková, Legal Department, 2 (two) duly signed originals by registered mail or courier.

Yours faithfully,

EUROPEAN INVESTMENT BANK

[Redacted signature]

Manuel Dueñas
Head of Division

[Redacted signature]

Hanna Karczewska
Head of Division

Agreed and accepted for and on behalf of

Správa železnic, státní organizace

as the Promoter

[Redacted signature]

Jiří Svoboda
Director General (in Czech: *generální ředitel*)

Date: 14 -10- 2024

Agreed and accepted for and on behalf of

Státní fond dopravní infrastruktury

as the Intermediary

[Redacted signature]

Zbyněk Hořelica
Director (in Czech: *ředitel*)

Date: 22 -10- 2024