

WHITE & CASE

__ August 2025

Facility Agreement

between

Elektrárna Dukovany II, a. s.

as Borrower

and

Komerční banka, a.s.

as Bookrunner, Mandated Lead Arranger, Underwriter, Agent and Original Lender

White & Case, s.r.o., advokátní kancelář
Na příkopě 854/14, Nové Město
110 00 Prague 1
Czech Republic

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This Facility Agreement is made

Between:

- (1) **Elektrárna Dukovany II, a. s.**, Praha 4, Duhová 1444/2, postal code 140 00, IČ: 046 69 207, as borrower (the “**Borrower**”);
- (2) **Komerční banka, a.s.**, Praha 1, Na Příkopě 33 čp. 969, postal code 114 07, IČ: 453 17 054, as mandated lead arranger (the “**Mandated Lead Arranger**”);
- (3) **Komerční banka, a.s.**, Praha 1, Na Příkopě 33 čp. 969, postal code 114 07, IČ: 453 17 054, as bookrunner (the “**Bookrunner**”);
- (4) **Komerční banka, a.s.**, Praha 1, Na Příkopě 33 čp. 969, postal code 114 07, IČ: 453 17 054, as underwriter (the “**Underwriter**”);
- (5) **Komerční banka, a.s.**, Praha 1, Na Příkopě 33 čp. 969, postal code 114 07, IČ: 453 17 054, as original lender (the “**Original Lender**”); and
- (6) **Komerční banka, a.s.**, Praha 1, Na Příkopě 33 čp. 969, postal code 114 07, IČ: 453 17 054, as agent for the other Finance Parties (the “**Agent**”).

It is agreed as follows:

Section 1 **Interpretation**

1. Definitions and Interpretation

1.1 Definitions

In this Agreement:

“**Affiliate**” means, in relation to:

- (a) the Borrower:
 - (i) the Czech Republic; and
 - (ii) ČEZ and its Subsidiaries; and
- (b) any other person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

“**Anti-Corruption Laws**” means Sections 331 to 333 of the Czech Act No. 40/2009 Coll., the Criminal Code, in connection with Czech Act No. 418/2011 Coll., the Act on Criminal Liability of Legal Persons and Related Proceedings and other applicable regulations for the prevention of bribery or corruption.

“**Anti-Money Laundering Laws**” means Czech Act No. 253/2008 Coll., the Act on Certain Measures against Money-Laundering and Financing of Terrorism and other applicable regulations for the prevention of money laundering, including the regulations defined as predicate offenses to money laundering and the implementing regulations issued in connection therewith as well as related or similar regulations issued and enforced by the authorities.

“Authorisation” means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

“Availability Period” means the period from and including the Signing Date to and including the date falling one Business Day before the Termination Date.

“Available Commitment” means, in relation to a Lender, the portion of that Lender’s Commitment not utilised or cancelled in accordance with this Agreement.

“Available Facility” means the aggregate for the time being of each Lender’s Available Commitment.

“Bail-In Action” means the exercise of any Write-down and Conversion Powers.

“Bail-In Legislation” means:

- (a) in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time; and
- (b) in relation to any state other than such an EEA Member Country and the United Kingdom, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation.

“Break Costs” means the amount (if any) by which:

- (a) the interest (excluding the Margin) which a Lender should have received for the period from the date of receipt of all or any part of its participation in a Loan or Unpaid Sum to the last day of the current Interest Period in respect of that Loan or Unpaid Sum, had the principal amount or Unpaid Sum received been paid on the last day of that Interest Period;

exceeds:

- (b) the amount which that Lender would be able to obtain by placing an amount equal to the principal amount or Unpaid Sum, received by it on deposit with Česká spořitelna, a.s., UniCredit Bank Czech Republic and Slovakia, a.s., Československá obchodní banka, a. s., Komerční banka, a.s. or any other leading bank in the Relevant Market for a period starting on the Business Day following receipt or recovery and ending on the last day of the current Interest Period.

“Business Day” means a day (other than a Saturday or Sunday) on which banks are open for general business in Prague and (in relation to any date for payment or purchase of euro) any TARGET Day.

“Civil Code” means Czech Act No. 89/2012 Coll., the Civil Code, as amended.

“Code” means the US Internal Revenue Code of 1986.

“Commitment” means:

- (a) in relation to the Original Lender, the amount set opposite its name under the heading “Commitment” in Schedule 1 (*The Original Lender*) and the amount of any other Commitment transferred to it under this Agreement; and
- (b) in relation to any other Lender, the amount of any Commitment transferred to it under this Agreement,

to the extent not cancelled, reduced or transferred by it under this Agreement.

“Confidential Information” means all information relating to the Borrower, the Borrower’s Affiliates, the Project, the Existing Litigations, the Disclosed Matters, the Finance Documents or the Facility of which a Finance Party becomes aware in its capacity as, or for the purpose of becoming, a Finance Party or which is received by a Finance Party in relation to, or for the purpose of becoming a Finance Party under, the Finance Documents or the Facility from either:

- (a) the Borrower, the Borrower’s Affiliate or any of their advisers; or
- (b) another Finance Party, if the information was obtained by that Finance Party directly or indirectly from the Borrower or any of its advisers,

in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes:

- (i) information that:
 - (A) is or becomes public information other than as a direct or indirect result of any breach by that Finance Party of Clause 33 (*Confidential Information*); or
 - (B) is expressly identified in writing at the time of delivery as non-confidential by the Borrower or any of its advisers; or
 - (C) is known by that Finance Party before the date the information is disclosed to it in accordance with paragraphs (a) or (b) above or is lawfully obtained by that Finance Party after that date, from a source which is, as far as that Finance Party is aware, unconnected with the Borrower and which, in either case, as far as that Finance Party is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality; and
- (ii) any Funding Rate.

“Confidentiality Undertaking” means a confidentiality undertaking substantially in a recommended form of the LMA as set out in Schedule 5 (*LMA Form of Confidentiality Undertaking*) or in any other form agreed between the Borrower and the Agent.

“Czech Business Corporations Act” means Czech Act No. 90/2012 Coll, the Business Corporations Act, as amended.

“ČEZ” means ČEZ, a. s., with registered office at Prague 4, Duhová 2/1444, Postal Code: 140 53, identification number: 452 74 649.

“DAC6” means the Council Directive of 25 May 2018 (2018/822/EU) amending Directive 2011/16/EU.

“Default” means an Event of Default or any event or circumstance specified in Clause 20 (*Events of Default*) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

“Disclosed Matters” means the matters disclosed by the Borrower to the Agent in a letter dated as of the Signing Date and addressed by the Borrower to the Agent.

“Disruption Event” means either or both of:

- (a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Facility (or otherwise in order for the transactions contemplated by the Finance Documents to be carried out) which disruption is not caused by, and is beyond the control of, any of the Parties; or
- (b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of a Party preventing that, or any other Party:
 - (i) from performing its payment obligations under the Finance Documents; or
 - (ii) from communicating with other Parties in accordance with the terms of the Finance Documents,

and which (in either such case) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

“EC Decision” means a decision of Commission of the European Union approving the financing of the Project from public sources (with state support), aimed to be issued after the Signing Date, pursuant to which provision of loans or other funding, provision of sovereign-risk guarantee (including the MoF Guarantee, ~~and/or other agreements, arrangements and/or instruments pursuant to the Low-Carbon Transition Act~~), or provision of any other support by the Czech Republic (or by any person or governmental body controlled by the Czech Republic) in relation to the Project will be confirmed as compliant with relevant EU state-aid regulations.

“EDF” means Électricité de France, a joint stock company (société anonyme) incorporated and existing under the laws of France, with its registered office in France, 22-30 avenue de Wagram, 75008 Paris, registered in the French Commercial and Companies Register identification number R.C.S Paris 552081317.

“EDF Litigation” means:

- (a) the legal proceedings initiated before the Regional Court in Brno, case no. 30 Af 15/2025, on 2 May 2025 by EDF, as claimant, against the Office for the Protection of Competition, as the defendant, concerning the claim challenging the decision of the Chairman of the Office for the Protection of Competition dated 24 April 2025, case no. ÚOHS-04678/2025/163;
- (b) the legal proceedings initiated before the Regional Court in Brno, case no. 30 A 49/2025, on 9 June 2025 by EDF, as claimant, against the Office for the Protection of Competition, as the defendant, concerning the claim against the unlawful interference exercised by the Office for the Protection of Competition consisting of the failure to deal with a complaint by EDF; and
- (c) any proceedings, investigations, inquiries, or measures before the European Commission pursuant to Regulation (EU) 2022/2560 of the European Parliament and of the Council on foreign subsidies distorting the internal market, as amended,

in each case including any related interim measures, decisions, appeals, or other forms of legal remedy (including, for the avoidance of doubt, any ordinary or extraordinary legal remedy, such as cassation or constitutional complaints or actions for judicial review by the Borrower), as well as any other proceedings connected therewith or arising therefrom.

“EEA Member Country” means any member state of the European Union, Iceland, Liechtenstein and Norway.

“EIA Decision” means the environmental impact assessment binding decision (*záväzné stanovisko*), issued by the Ministry of the Environment, Department of Environmental Impact Assessment and Integrated Prevention, regarding the assessment of the environmental impact of the Project implementation, Ref. No. MZP/2019/710/7762, dated 30 August 2019.

“Enforcement Event” means the Agent exercising any of its rights under Clause 20.15 (*Acceleration*).

“Environment” means humans, animals, plants and all other living organisms including the ecological systems of which they form part and the following media:

- (a) air (including, without limitation, air within natural or man-made structures, whether above or below ground);
- (b) water (including, without limitation, territorial, coastal and inland waters, water under or within land and water in drains and sewers); and
- (c) land (including, without limitation, land under water).

“Environmental Claim” means any claim, proceeding or formal notice notified in writing against the Borrower by any person in respect of any Environmental Law.

“Environmental Law” means any applicable law or regulation which is in force and binding on the Borrower and which relates to:

- (a) the pollution or protection of the Environment;
- (b) the conditions of the workplace; or
- (c) the generation, handling, storage, use, release or spillage of any substance which, alone or in combination with any other, is capable of causing harm to the Environment, including, without limitation, any waste.

“Environmental Permits” means any permit and other Authorisation and the filing of any notification, report or assessment required under any Environmental Law for the operation of the business of the Borrower conducted on or from the properties owned or used by the Borrower.

“EU Bail-In Legislation Schedule” means the document described as such and published by the LMA (or any successor person) from time to time.

“EURIBOR” means, in relation to any Loan:

- (a) the applicable Screen Rate as of the Specified Time for euro and for a period equal in length to the Interest Period of that Loan; or
- (b) as otherwise determined pursuant to Clause 10.1 (*Unavailability of Screen Rate*),

and if, in either case, that rate is less than zero, EURIBOR shall be deemed to be zero.

“Event of Default” means any event or circumstance specified as such in Clause 20 (*Events of Default*).

“Excluded Purposes” means (i) activities that may be carried out by the Borrower only with the issued and binding SONS Building Permit and (ii) purchases or deliveries of nuclear fuel.

“Existing Litigations” means the EDF Litigation, the Zoning Decision 1 Litigation, the Zoning Decision 2 Litigation 1 and the Zoning Decision 2 Litigation 2.

“Facility” means the revolving loan facility made available under this Agreement as described in paragraph (a) of Clause 2.1 (*The Facility*).

“Facility Office” means the office or offices notified by a Lender to the Agent in writing on or before the date it becomes a Lender (or, following that date, by not less than five Business Days’ written notice) as the office or offices through which it will perform its obligations under this Agreement.

“FATCA” means:

- (a) sections 1471 to 1474 of the Code or any associated regulations;
- (b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or
- (c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

“FATCA Application Date” means:

- (a) in relation to a “withholdable payment” described in section 1473(1)(A)(i) of the Code (which relates to payments of interest and certain other payments from sources within the US), 1 July 2014; or
- (b) in relation to a “passthru payment” described in section 1471(d)(7) of the Code not falling within paragraph (a) above, the first date from which such payment may become subject to a deduction or withholding required by FATCA.

“FATCA Deduction” means a deduction or withholding from a payment under a Finance Document required by FATCA.

“FATCA Exempt Party” means a Party that is entitled to receive payments free from any FATCA Deduction.

“Fee Letter” means any letter or letters dated on or about the date of this Agreement between a Finance Party and the Borrower setting out any of the fees referred to in Clause 11 (*Fees*).

“Finance Document” means this Agreement, any Fee Letter, any Utilisation Request, any Transfer Agreement and any other document designated as such by the Agent and the Borrower.

“Finance Party” means the Agent, the Bookrunner, the Underwriter, the Mandated Lead Arranger or a Lender.

“Financial Indebtedness” means any indebtedness for or in respect of:

- (a) moneys borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a balance sheet liability (other than any liability in respect of a lease or hire purchase contract or a similar arrangement which would, in accordance with GAAP in force as at the Signing Date, have been treated as an operating lease).

“Funding Rate” means any individual rate notified by a Lender to the Agent pursuant to paragraph (ii) of Clause 10.3 (*Cost of Funds*).

“GAAP” means generally accepted accounting principles in the jurisdiction of the Borrower to the extent applicable to the relevant financial statements.

“Holding Company” means, in relation to a person, any other person in respect of which it is a Subsidiary.

“Interest Period” means, in relation to a Loan, each period determined in accordance with Clause 9 (*Interest Periods*) and, in relation to an Unpaid Sum, each period determined in accordance with Clause 8.3 (*Default Interest*).

“Interpolated Historic Screen Rate” means, in relation to any Loan, the rate (rounded to the same number of decimal places as the two relevant Screen Rates) which results from interpolating on a linear basis between:

- (a) the most recent applicable Screen Rate for the longest period (for which that Screen Rate is available) which is less than the Interest Period of that Loan; and
- (b) the most recent applicable Screen Rate for the shortest period (for which that Screen Rate is available) which exceeds the Interest Period of that Loan,

each for the currency of that Loan and each of which is as of a day which is no more than 5 Business Days before the Quotation Day.

“Interpolated Screen Rate” means, in relation to any Loan, the rate (rounded to the same number of decimal places as the two relevant Screen Rates) which results from interpolating on a linear basis between:

- (a) the applicable Screen Rate for the longest period (for which that Screen Rate is available) which is less than the Interest Period of that Loan; and
- (b) the applicable Screen Rate for the shortest period (for which that Screen Rate is available) which exceeds the Interest Period of that Loan,

each as of the Specified Time for the currency of that Loan.

“KHNP” means Korea Hydro & Nuclear Power Co., Ltd., a company organized and existing under the laws of the Republic of Korea, with its registered office at 1655, Bulguk-ro, Munmudaewang-

myeon, Gyeongju-si, Gyeongsangbuk-do, Postal code 38120, Republic of Korea, corporate registration number 110111-2207127, tax identification number 120-86-18943, registered in the Commercial Register administered by the Gyeongju branch office of Daegu District Court, Republic of Korea.

“KHNP Agreements” means the transaction documents between the Borrower and KHNP, including:

- (a) the engineering, procurement and construction (EPC) contract on supply of the Project, concerning the engineering, procurement and construction of up to two new nuclear power plant units in Dukovany, Czech Republic, by KHNP (with an option for additional two new nuclear power plant units in Temelin, Czech Republic), as amended from time to time;
- (b) the contract on supply of nuclear fuel deliverables and provision of other nuclear fuel work, concerning the supply of nuclear fuel and related services to the Borrower for the new nuclear power plant units in Dukovany by KHNP (with an option for supplying nuclear fuel and related services for the new nuclear power plant units in Temelin), as amended from time to time;
- (c) the contract agreement, which is an umbrella agreement covering contracts under (a) and (b), as amended from time to time; and
- (d) any agreements, contracts or other documents contemplated by the documents set forth in points (a) through (c) of this definition above, as amended from time to time.

“Legal Reservations” means:

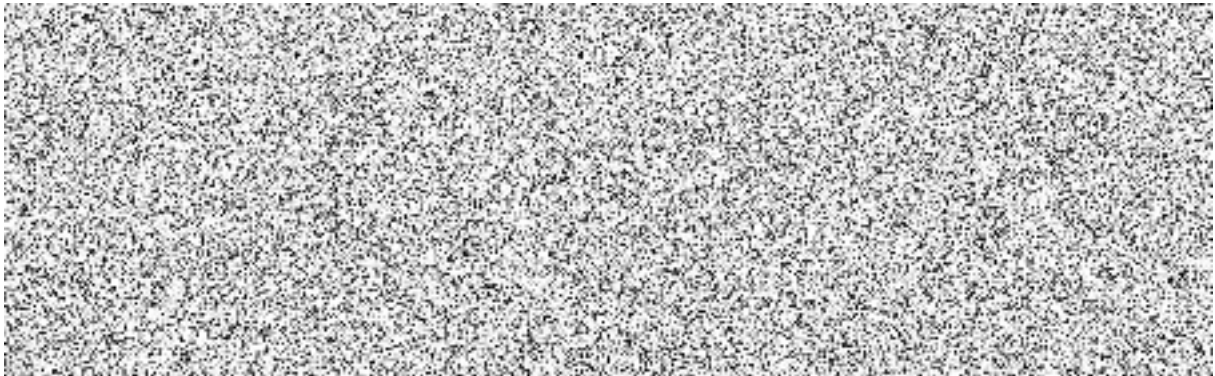
- (a) the limitation of enforcement by laws relating to bankruptcy, insolvency, liquidation, reorganisation, court schemes, moratoria, administration, and other laws generally affecting the rights of creditors;
- (b) the time barring of claims under applicable limitation laws;
- (c) the limitation of the enforcement of the terms of leases of real property by laws of general application of those leases;
- (d) similar principles, rights, remedies and defences under the laws of any relevant jurisdiction; and
- (e) any other general principles, reservations or qualifications, in each case, as to matters of law in any legal opinion delivered pursuant to Clause 4 (*Conditions of Utilisation*).

“Lender” means:

- (a) the Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a “Lender” in accordance with Clause 21 (*Changes to the Lenders*),

which in each case has not ceased to be a Party as such in accordance with the terms of this Agreement.

“Letter of Support” means



substantially in the form set out in Schedule 7 (*Letter of Support*).

“LMA” means the Loan Market Association.

“Loan” means a loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan.

“Low-Carbon Transition Act” means Act No. 367/2021 Coll., on measures for the transition of the Czech Republic to low-carbon energy and on the amendment of Act No. 165/2012 Coll., on subsidised energy sources, as amended.

“Majority Lenders” means a Lender or Lenders whose Commitments aggregate more than 66⅔ per cent. of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 66⅔ per cent. of the Total Commitments immediately prior to the reduction).

“Margin” means 1% per annum.

“Material Adverse Effect” means a material adverse effect on:

- (a) the assets or operations of the Borrower unless, (i) the Borrower provides the Agent with a written notice containing evidence that such material adverse effect is of interim (non-permanent) nature only and a description of measures to be undertaken by the Borrower to remedy such adverse effect, and (ii) the Borrower takes the requisite steps with a view to implementing such measures as and when required;
- (b) the assets or operations of the Borrower, which causes or is reasonably likely to cause a delay in obtaining the SONS Building Permit whereby the SONS Building Permit would be obtained after more than 60 (sixty) months from the date of publication of the contract agreement referred to in point (c) of the definition of the KHNP Agreements in the Register of Contracts;
- (c) the ability of the Borrower to perform its payment obligations under the Finance Documents; or
- (d) subject to the Legal Reservations, the validity or enforceability of the rights or remedies of any Finance Party under any of the Finance Documents.

“Material Authorisations” means the EIA Decision, MoIT Authorisation, SONS Placement Permit, Zoning Decision 1, and Zoning Decision 2.

“Ministry” means any present or future ministry of the Czech Republic.

“**MoF**” means the Ministry of Finance of the Czech Republic.

“**MoF Guarantee**” means an irrevocable sovereign-risk guarantee (or similar form of financial support) in respect of the Project, issued by MoF, in form and substance satisfactory to the Agent.

“**MoIT**” means the Ministry of Industry and Trade of the Czech Republic.

“**MoIT Authorisation**” means the state authorisation for construction of an electricity generation unit (*státní autorizace na výstavbu výroby elektřiny*) issued by the MoIT, Ref. No. MPO 281543/21/41100/41000, dated 27 April 2021, under Section 30a of the Act. 458/2000 Coll., on conditions of business and on exercise of state administration in energy sectors and on alteration and amendment of certain acts (energy act), as amended, expiring on 12 May 2026, as amended from time to time.

“**Month**” means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:

- (a) (subject to paragraph (c) below) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day;
- (b) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and
- (c) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end.

The above rules will only apply to the last Month of any period.

“**New Lender**” has the meaning given to that term in Clause 21 (*Changes to the Lenders*).

“**Original Financial Statements**” means the audited financial statements of the Borrower for its financial year ended 31 December 2024.

“**Participating Member State**” means any member state of the European Union that has the euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union.

“**Party**” means a party to this Agreement.

“**Permitted Disposal**” means any sale, lease, transfer or other disposal:

- (a) made pursuant to the KHNP Agreements;
- (b) made in the ordinary course of the Borrower’s business or in a commercially reasonable manner for the purpose of the Project;
- (c) of assets in exchange for other assets comparable or superior as to type, value and quality (other than an exchange of a non-cash asset for cash);
- (d) of obsolete or redundant assets for cash;
- (e) of assets for cash where the higher of the market value and net consideration receivable (when aggregated with the higher of the market value and net consideration receivable for

any other sale, lease, licence, transfer or other disposal not allowed under the preceding paragraphs) does not exceed in aggregate during the term of this Agreement the sum of ~~the~~ of the assets of the Borrower as of the date of the completion of the relevant disposal where the value of the consolidated assets shall be determined based on the most recent audited financial statements of the Borrower;

- (f) arising as a result of any Permitted Security; or
- (g) made with the prior written consent of the Agent (acting on the instructions of the Majority Lenders).

“Permitted Distribution” means:

- (a) payment of service, management, advisory or other fees to ČEZ, the Czech Republic, and/or their respective Affiliates (including ÚJV Řež, a. s. and ČEZ ICT Services, a. s.) made in the ordinary course of the Borrower’s business or in a commercially reasonable manner for the purpose of the Project; or
- (b) other payments or arrangements made with the prior written consent of the Agent (acting on the instructions of the Majority Lenders).

“Permitted Financial Indebtedness” means Financial Indebtedness:

- (a) provided for the purposes of full repayment of the Loans, provided that the Loans are fully and irrevocably repaid and all Commitments cancelled upon incurrence of such Financial Indebtedness;
- (b) arising under a foreign exchange transaction for spot or forward delivery entered into in connection with protection against fluctuation in currency rates where that foreign exchange exposure arises in the ordinary course of business or in a commercially reasonable manner for the purposes of the Project (including, but not limited to, the hedging of projected exposures of the Borrower under the Finance Documents), provided that such transaction is not entered into for investment or speculative purposes;
- (c) constituting or arising under a Shareholder Loan, provided that:
 - (i) principal of such Financial Indebtedness matures after the Termination Date;
 - (ii) no Security or Quasi-Security over the Borrower’s assets is established to secure such Financial Indebtedness;
 - (iii) unless mandatorily preferred by law, such Financial Indebtedness ranks *pari passu* with, or junior to, the indebtedness in respect of the Facility; and
 - (iv) to the extent such Financial Indebtedness is applied towards financing of:
 - (A) any Excluded Purpose; or
 - (B) any purpose set out in Clause 3 (*Purpose*), provided that:
 - (1) the aggregate amount of any such Financial Indebtedness does not exceed ~~the aggregate amount of~~ at any time; and
 - (2) at the time of incurrence of such Financial Indebtedness, the Facility is unavailable for Utilisation for any reason other than as set out in point (C) below; or

- (C) any purpose, provided that at the time of incurrence of such Financial Indebtedness the Available Facility is zero; or
- (d) incurred with the prior written consent of the Agent (acting on the instructions of the Majority Lenders).


“Permitted Guarantee” means any guarantee provided by the Borrower:

- (a) pursuant to the KHNP Agreements;
- (b) in the ordinary course of the Borrower’s business or any commercially reasonable guarantee made for the purpose of the Project;
- (c) any guarantee arising under mandatory provisions of applicable law;
- (d) customary guarantees or indemnities given in favour of directors and officers of the Borrower in respect of their functions as such; or
- (e) with the prior written consent of the Agent (acting on the instructions of the Majority Lenders).

“Permitted Loan” means:

- (a) any advance payment or any similar payment or arrangement made:
 - (i) under the KHNP Agreements; or
 - (ii) in the ordinary course of the Borrower’s business or in a commercially reasonable manner for the purpose of the Project; or
- (b) any loan approved in writing by the Agent (acting on the instructions of the Majority Lenders).

“Pre-Approved Lenders List” means the white list of potential Lenders set out in Schedule 8 (*Pre-Approved Lenders List*).

“Project” means the preparation, permitting, licensing, design, preparatory works, construction, and operation of up to two nuclear units at the Dukovany site, including related buildings and lands, related and induced investments (whether or not located in the Dukovany site), and obtaining and/or negotiating  contract for difference, long-term electricity offtake agreement and/or any other state aid or support, as well as any other activities under or in connection with the KHNP Agreements.

“Qualifying Lender” has the meaning given to it in Clause 12 (*Tax Gross-Up and Indemnities*).

“Quasi-Security” has the meaning given to that term in Clause 19.4 (*Negative pledge*).

“Quotation Day” means, in relation to any period for which an interest rate is to be determined:

- (a) (if the currency is euro) two TARGET Days before the first day of that period; or
- (b) (if the currency is Czech crown) two Business Days before the first day of that period,

(unless market practice differs in the Relevant Market in which case the Quotation Day for that currency will be determined by the Agent in accordance with market practice in the Relevant

Market (and if quotations would normally be given on more than one day, the Quotation Day will be the last of those days.)).



“**Register of Contracts**” means the register of contracts (*registr smluv*) established pursuant to the Register of Contracts Act.

“**Register of Contracts Act**” means the Act No. 340/2015 Coll., on special conditions for the effectiveness of some contracts, the publication of these contracts and the register of contracts, as amended.

“**Related Fund**” in relation to a fund (the “**first fund**”), means a fund which is managed or advised by the same investment manager or investment adviser as the first fund or, if it is managed by a different investment manager or investment adviser, a fund whose investment manager or investment adviser is an Affiliate of the investment manager or investment adviser of the first fund.

“**Relevant Market**” means in relation to EUR, the European interbank market.

“**Renewal of MoIT Authorisation**” means a renewal or replacement of the MoIT Authorisation, which may be requested by the Borrower from time to time, if necessary in case of its expiration.

“**Repeating Representations**” means each of the representations set out in Clause 17.1 (*Status*) to Clause 17.6 (*Governing Law and Enforcement*), Clause 17.12 (*No Default*), Clause 17.13 (*No Misleading Information*) and Clause 17.17 (*Insolvency*) to Clause 17.21 (*DAC6*).

“**Representative**” means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian.

“**Resolution Authority**” means any body which has authority to exercise any Write-down and Conversion Powers.

“**Restricted Person**” has the meaning given to that term in Clause 17.18 (*Sanctions*).

“**Rollover Loan**” has the meaning given to that term in Clause 6.1 (*Repayment of Loans*).

“**Sanctioned Territory**” has the meaning given to that term in Clause 17.18 (*Sanctions*).

“**Sanctions**” has the meaning given to that term in Clause 17.18 (*Sanctions*).

“**Screen Rate**” means in relation to EURIBOR, the euro interbank offered rate administered by the European Money Markets Institute (or any other person which takes over the administration of that rate) for EUR and the relevant period displayed (before any correction, recalculation or republication by the administrator) on the relevant page of LSEG Data & Analytics (or any replacement LSEG Data & Analytics page which displays that rate), or on the appropriate page of such other information service which publishes that rate from time to time in place of LSEG Data & Analytics. If such page or service ceases to be available, the Agent may specify another page or service displaying the relevant rate after consultation with the Borrower.

“**Security**” means a mortgage (*zástavní právo k nemovitosti*), hypothec, pledge (*zástavní právo*), security transfer and/or assignment of rights and claims (*zajišťovací převod práva*), right of first refusal (*předkupní právo*), retention right (*zadržovací právo*), prohibition in rem on creation of any encumbrance and disposition with assets (*věcněprávní zákaz zatížení a/nebo zcizení*), prohibition

in rem on creation of any pledge (*věcněprávní zákaz zřízení zástavního práva*), or other similar right or encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention agreements and any encumbrance of any type established under foreign law) having a similar effect, but excluding any easements (*věcná břemena*), servitudes (*služebnosti*), real burdens (*reálná břemena*), and similar rights of third parties.

“Shareholder Loan” means any loan facility agreement(s) between the Borrower, as borrower, and MoF, as lender.

“Signing Date” means the date of this Agreement.

“SONS Placement Permit” means the decision on the license for placement of two nuclear facilities “New Nuclear Power Plant in Dukovany” (*povolení k umístění dvou jaderných zařízení „Nový jaderný zdroj v lokalitě Dukovany”*) issued by the State Office for Nuclear Safety, Ref. No. SÚJB/JB/5575/2021, dated 8 March 2021, as amended from time to time.

“SONS Building Permit” means a contemplated decision on the license for construction of two nuclear facilities in Dukovany (*povolení k výstavbě jaderného zařízení*) to be issued pursuant to Section 9(1)(b) of the Act No. 263/2016 Coll., nuclear act, as amended, by the State Office for Nuclear Safety, as amended from time to time.

“Specified Time” means a day or time determined in accordance with Schedule 6 (*Timetables*).

“Spot Rate of Exchange” means the spot rate of exchange for the purchase of the relevant currency with CZK published by the Czech National Bank on a particular day.


“Subsidiary” means an entity of which a person has direct or indirect control or of which such person owns directly or indirectly more than 50% of the voting capital or similar rights of ownership, and control for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise.

“T2” means the real time gross settlement system operated by the Eurosystem, or any successor system.

“TARGET Day” means any day on which T2 is open for the settlement of payments in euro.

“Tax” means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

“Termination Date” means, subject to Clause 6.2 (*Prolongation*), the date falling 18 Months from the Signing Date.

“Total Commitments” means the aggregate of the Commitments, being EUR  at the date of this Agreement.

“Transfer Agreement” means an agreement substantially in the form set out in Schedule 4 (*Form of Transfer Agreement*) or any other form agreed between the Agent and the Borrower.

“Transfer Date” means, in relation to an assignment or a transfer, the proposed Transfer Date specified in the relevant Transfer Agreement, provided that, no later than one Business Day prior to such proposed Transfer Date, the Agent has notified both the Existing Lender and the New

Lender that the relevant Transfer Agreement has been executed by the Agent and published in the Register of Contracts.

“Unpaid Sum” means any sum due and payable but unpaid by the Borrower under the Finance Documents.

“US” means the United States of America.

“Utilisation” means a utilisation of the Facility.

“Utilisation Date” means the date of a Utilisation, being the date on which the relevant Loan is to be made.

“Utilisation Request” means a notice substantially in the form set out in Schedule 3 (*Utilisation Request*).

“VAT” means:

- (a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and
- (b) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) above, or imposed elsewhere.

“Write-down and Conversion Powers” means:

- (a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule; and
- (b) in relation to any other applicable Bail-In Legislation:
 - (i) any powers under that Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers; and
 - (ii) any similar or analogous powers under that Bail-In Legislation.

“Zoning Decision 1” means the zoning decision (*územní rozhodnutí*) issued by the Ministry of Industry and Trade, Building Authority Department, Ref. No. MPO 76833/23/423 – SÚ, MIPOX0465LNB, dated 30 October 2023 (upheld by the decision on appeal issued by the Minister of Industry and Trade, Ref. No. MPO 23256/2025, dated 27 February 2025), as amended from time to time.

“Zoning Decision 2” means the zoning decision (*územní rozhodnutí*) issued by the Ministry of Industry and Trade, Building Authority Department, Ref. No. MPO 76834/23/422 – SÚ, MIPOX0465LLL, dated 30 October 2023 (upheld by the decision on appeal issued by the Minister

of Industry and Trade, Ref. No. MPO 23262/2025, dated 27 February 2025), as amended from time to time.

“Zoning Decision 1 Litigation” means the legal proceedings originally initiated before the Regional Court in Ostrava, under case no. 38 A 6/2025, on 8 April 2025 by Děti Země - Klub za udržitelnou dopravu, as claimant, against the Ministry of Industry and Trade, as the defendant, concerning the claim challenging the decision on appeal issued by the Minister of Industry and Trade, Ref. No. MPO 23256/2025, dated 27 February 2025 (which upheld the Zoning Decision 1), including any related interim measures, decisions, appeals, or other proceedings connected therewith or arising therefrom.

“Zoning Decision 2 Litigation 1” means the legal proceedings originally initiated before the Municipal Court in Prague, under case no. 9 A 34/2025, on 24 March 2025 by ESHG s.r.o., as claimant, against the Ministry of Industry and Trade, as the defendant, concerning the claim challenging the decision on appeal issued by the Minister of Industry and Trade, Ref. No. MPO 23262/2025, dated 27 February 2025 (which upheld the Zoning Decision 2), including any related interim measures, decisions, appeals, or other proceedings connected therewith or arising therefrom.

“Zoning Decision 2 Litigation 2” means the legal proceedings originally initiated before the Regional Court in Ostrava, under case no. 39 A 6/2025, on 10 April 2025 by Děti Země - Klub za udržitelnou dopravu, as claimant, against the Ministry of Industry and Trade, as the defendant, concerning the claim challenging the decision on appeal issued by the Minister of Industry and Trade, Ref. No. MPO 23262/2025, dated 27 February 2025 (which upheld the Zoning Decision 2), including any related interim measures, decisions, appeals, or other proceedings connected therewith or arising therefrom.

1.2 Construction

- (a) Unless a contrary indication appears, any reference in this Agreement to:
- (i) the **“Agent”**, the **“Bookrunner”**, any **“Finance Party”**, any **“Lender”**, the **“Mandated Lead Arranger”**, the **“Underwriter”** or any **“Party”** shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Finance Documents;
 - (ii) **“assets”** includes present and future properties, revenues and rights of every description;
 - (iii) a **“Finance Document”** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
 - (iv) a **“group of Lenders”** includes all the Lenders;
 - (v) **“indebtedness”** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
 - (vi) a **“person”** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);

- (vii) a “**regulation**” includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
 - (viii) a provision of law is a reference to that provision as amended or re-enacted from time to time;
 - (ix) a time of day is a reference to Prague time; and
 - (x) a currency equivalent of an amount in another currency shall be calculated using the Spot Rate of Exchange.
- (b) The determination of the extent to which a rate is “**for a period equal in length**” to an Interest Period shall disregard any inconsistency arising from the last day of that Interest Period being determined pursuant to the terms of this Agreement.
 - (c) Section, Clause and Schedule headings are for ease of reference only.
 - (d) Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.
 - (e) A Default, other than an Event of Default, is “**continuing**” if it has not been remedied or waived and an Event of Default is “**continuing**” if it has not been waived or remedied, provided that such Event of Default will be deemed to be continuing if it was not remedied at any time prior to:
 - (i) an occurrence of an Enforcement Event; or
 - (ii) in respect of any transfer or assignment in reliance on the relevant Event of Default and paragraph (a)(iii) of Clause 21.1 (*Assignments and Transfers by the Lenders*), entry by the relevant Existing Lender and New Lender into any binding agreement in relation to such transfer or assignment.
 - (f) The words “**including**”, “**such as**”, “**particularly**” and similar expressions when used in this Agreement shall be deemed in each case to be followed by the words “without limitation”.

1.3 Currency Symbols and Definitions

- (a) “**€**”, “**EUR**” and “**euro**” denote the single currency of the Participating Member States.

1.4 Czech Terms

In this Agreement and any other Finance Document, where it relates to a Czech person or the context so requires, a reference to:

- (a) “**financial assistance**” includes financial assistance provided under sections 40(1), 41 and 200 (in relation to companies in the form of a Czech limited liability company) and 311 (in relation to companies in the form of a Czech joint stock company) of the Czech Business Corporations Act or any other applicable provisions under Czech law;
- (b) a “**novation**” includes *privativní novace* and *kumulativní novace*;


- (c) a “**bankruptcy**” or “**insolvency**” includes *insolvenční řízení, konkurs, preventivní restrukturalizace, reorganizace, and nucená správa*;
- (d) being “**bankrupt**” or “**insolvent**” includes being *v úpadku, v hrozícím úpadku, předlužený, platebně neschopný, v konkursu, v reorganizaci, and v nucené správě*;
- (e) an “**expropriation**”, “**attachment**”, “**sequestration**”, “**distress**”, “**execution**” or analogous process includes *vyvlastnění, exekuce, výkon rozhodnutí and veřejná dražba*;
- (f) “**winding up**”, “**administration**” or “**dissolution**” includes *likvidace, zrušení s likvidací, zrušení bez likvidace bez právního nástupce, insolvenční řízení, konkurz, reorganizace and oddlužení*;
- (g) a “**receiver**”, “**administrator**”, “**administrative receiver**”, “**compulsory manager**” or similar officer includes *likvidátor, insolvenční správce (including předběžný správce, zástupce insolvenčního správce, oddělený insolvenční správce and zvláštní insolvenční správce), restrukturalizační správce, soud nařizující/provádějící výkon rozhodnutí, správce podniku, soudní exekutor, nucený správce, and exekutor*;
- (h) a “**moratorium**” includes *moratorium individuální, všeobecné, v insolvenci and mimo insolvenci*;
- (i) “**constitutional documents**” includes *společenská smlouva, zakladatelská listina, zakladatelská smlouva, zakladatelské jednání, zřizovací listina, statut, and stanovy*; and
- (j) “**shares**”, when used in relation to a Czech limited liability company (*společnost s ručením omezeným*), includes any participation interest (*podíl*) in the respective Czech limited liability company, from time to time.

Section 2

The Facility

2. The Facility

2.1 The Facility

- (a) Subject to the terms of this Agreement, the Lenders make available to the Borrower a EUR revolving loan facility in an aggregate amount equal to the Total Commitments.
- (b) Each the Borrower and the Agent may, in its sole discretion, engage in good faith negotiations to agree (subject to the consent of all the Lenders) an upsize of the Facility of up to EUR 

2.2 Finance Parties' Rights and Obligations

- (a) The obligations of each Finance Party under the Finance Documents are several. Failure by a Finance Party to perform its obligations under the Finance Documents does not affect the obligations of any other Party under the Finance Documents. No Finance Party is responsible for the obligations of any other Finance Party under the Finance Documents.
- (b) The rights of each Finance Party under or in connection with the Finance Documents are separate and independent rights and any debt arising under the Finance Documents to a Finance Party from the Borrower is a separate and independent debt in respect of which a Finance Party shall be entitled to enforce its rights in accordance with paragraph (c) below. The rights of each Finance Party include any debt owing to that Finance Party under the Finance Documents and, for the avoidance of doubt, any part of a Loan or any other amount owed by the Borrower which relates to a Finance Party's participation in the Facility or its role under a Finance Document (including any such amount payable to the Agent on its behalf) is a debt owing to that Finance Party by the Borrower.
- (c) A Finance Party may, except as specifically provided in the Finance Documents, separately enforce its rights under or in connection with the Finance Documents.

3. Purpose

3.1 Purpose

The Borrower shall apply all amounts borrowed under the Facility towards:

- (a)
 - (i) financing or refinancing of its operating expenses, capital expenditures and working capital in connection with the Project; or
 - (ii) financing or refinancing of its general corporate purposes, other than any Excluded Purpose; or
- (b) refinancing of any Shareholder Loan, other than any Shareholder Loan applied towards financing of an Excluded Purpose.

3.2 Monitoring

No Finance Party is bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

4. Conditions of Utilisation

4.1 Initial Conditions Precedent

- (a) The Borrower may not deliver a Utilisation Request unless the Agent has received all of the documents and other evidence listed in Schedule 2 (*Conditions Precedent*) in form and substance satisfactory to the Agent. The Agent shall notify the Borrower and the Lenders promptly upon being so satisfied.
- (b) Other than to the extent that the Majority Lenders notify the Agent in writing to the contrary before the Agent gives the notification described in paragraph (a) above, the Lenders authorise (but do not require) the Agent to give that notification. The Agent shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notification.

4.2 Further Conditions Precedent

The Lenders will only be obliged to comply with Clause 5.4 (*Lenders' Participation*) if on the date of the Utilisation Request and on the proposed Utilisation Date:

- (a) in the case of a Rollover Loan, no Enforcement Event is continuing or would result from the proposed Loan; and
- (b) in the case of any other Utilisation:
 - (i) no Event of Default is continuing or would result from the proposed Loan; and
 - (ii) the Repeating Representations to be made by the Borrower are true in all material respects.

4.3 Maximum Number of Loans

The Borrower may not deliver a Utilisation Request if as a result of the proposed Utilisation seven or more Loans would be outstanding.

Section 3 Utilisation

5. Utilisation


5.1 Delivery of a Utilisation Request

The Borrower may utilise the Facility by delivery to the Agent of a duly completed Utilisation Request not later than the Specified Time.

5.2 Completion of a Utilisation Request

- (a) Each Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:
 - (i) the proposed Utilisation Date is a Business Day within the Availability Period;
 - (ii) the currency and amount of the Utilisation comply with Clause 5.3 (*Currency and Amount*); and
 - (iii) the proposed Interest Period complies with Clause 9 (*Interest Periods*).
- (b) Only one Loan may be requested in each Utilisation Request.

5.3 Currency and Amount

- (a) The currency specified in a Utilisation Request must be EUR.
- (b) The amount of the proposed Loan must be a minimum of EUR  or, if less, the Available Facility.

5.4 Lenders' Participation

- (a) If the conditions set out in this Agreement have been met, each Lender shall make its participation in each Loan available by the Utilisation Date through its Facility Office.
- (b) The amount of each Lender's participation in each Loan will be equal to the proportion borne by its Available Commitment to the Available Facility immediately prior to making the Loan.
- (c) The Agent shall notify each Lender of the amount of a Loan and the amount of its participation in that Loan by the Specified Time.

5.5 Cancellation of Commitment

The Commitments which, at that time, are unutilised shall be cancelled at the end of the Availability Period.

Section 4
Repayment, Prepayment and Cancellation

6. Repayment

6.1 Repayment of Loans

- (a) The Borrower shall repay each Loan on the last day of its Interest Period.
- (b) Without prejudice to the Borrower's obligation under paragraph (a) above, if:
 - (i) one or more Loans are to be made available to the Borrower:
 - (A) on the same day that a maturing Loan is due to be repaid; and
 - (B) for the purpose of refinancing the maturing Loan,
(each such new Loan, to the extent its amount equals to or is less than the aggregate amount of the maturing Loan, a "**Rollover Loan**"); and
 - (ii) the proportion borne by each Lender's participation in the maturing Loan to the amount of that maturing Loan is the same as the proportion borne by that Lender's participation in the new Loans to the aggregate amount of those new Loans,

the aggregate amount of such new Loans shall, unless the Borrower notifies the Agent to the contrary in the relevant Utilisation Request, be treated as if applied in or towards repayment of the maturing Loan, provided that

- (iii) if the amount of the maturing Loan exceeds the aggregate amount of the new Loans:
 - (A) the Borrower will only be required to make a payment under Clause 26.1 (*Payments to the Agent*) in an amount equal to that excess; and
 - (B) each Lender's participation in the new Loans shall be treated as having been made available and applied by the Borrower in or towards repayment of that Lender's participation in the maturing Loan and that Lender will not be required to make a payment under Clause 26.1 (*Payments to the Agent*) in respect of its participation in the new Loans; and
- (iv) if the amount of the maturing Loan is equal to or less than the aggregate amount of the new Loans:
 - (A) the Borrower will not be required to make a payment under Clause 26.1 (*Payments to the Agent*); and
 - (B) each Lender will be required to make a payment under Clause 26.1 (*Payments to the Agent*) in respect of its participation in the new Loans only to the extent that its participation in the new Loans exceeds that Lender's participation in the maturing Loan and the remainder of that Lender's participation in the new Loans shall be treated as having been made available and applied by the Borrower in or towards repayment of that Lender's participation in the maturing Loan.

6.2 Prolongation

- (a) Subject to paragraphs (b) and (c) below, upon a written request of the Borrower delivered to the Agent not later than 45 days prior to the Termination Date, the Termination Date shall be postponed by six Months and the Agent shall notify the Lenders accordingly.
- (b) The Borrower may deliver only one request under paragraph (a) above.
- (c) The extension of the Termination Date pursuant to paragraph (a) above is conditional upon:
 - (i) no Event of Default being continuing on the date of the relevant request by the Borrower;
 - (ii) the Repeating Representations are true in all material respects; and
 - (iii) payment by the Borrower to the Agent, no later than 20 days before the relevant extension of the Termination Date, for the account of each Lender (or as they may direct) of an extension fee comprising of ~~25~~ 20 per cent. of the total aggregate amount of such Lender's Commitments as at the date on which the Termination Date would otherwise fall.

7. Prepayment and Cancellation

7.1 Illegality

If, in any applicable jurisdiction, (A) it becomes unlawful for any Lender to perform any of its obligations as contemplated by this Agreement or to fund, issue or maintain its participation in any Loan or it becomes unlawful for any Affiliate of a Lender for that Lender to do so, or (B) the Borrower is or becomes a Restricted Person:

- (a) that Lender shall (or, in the case of (B) above, any Lender may) promptly notify the Agent upon becoming aware of that event;
- (b) upon the Agent notifying the Borrower (or, in the case of (B) above, if the relevant Lender so specifies in its notice or any subsequent notice), the Available Commitment of that Lender will be immediately cancelled; and
- (c) to the extent that the Lender's participation has not been transferred pursuant to paragraph (d) of Clause 7.6 (*Right of Replacement or Repayment and Cancellation in Relation to a Single Lender*), the Borrower shall (in the case of (B) above, if the relevant Lender so specifies in its notice or any subsequent notice) repay that Lender's participation in the Loans made to the Borrower on the last day of the Interest Period for each Loan occurring after the Agent has notified the Borrower or, if earlier, the date specified by the Lender in the notice delivered to the Agent (being no earlier than the last day of any applicable grace period permitted by law) and that Lender's corresponding Commitment shall be immediately cancelled in the amount of the participations repaid.

7.2 Change of Control

- (a) If a Change of Control occurs:
 - (i) the Borrower shall promptly notify the Agent upon becoming aware of that event;
 - (ii) a Lender shall not be obliged to fund a Utilisation; and

- (iii) if a Lender so requires and notifies the Agent within 30 days of the Borrower notifying the Agent of the event, the Agent shall, by not less than 30 days' notice to the Borrower, cancel the Available Commitment of that Lender and declare the participation of that Lender in all Loans, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents immediately due and payable, whereupon each such Available Commitment will be immediately cancelled, any Commitment of that Lender shall immediately cease to be available for further utilisation and such Loans, accrued interest and other amounts shall become immediately due and payable.
- (b) For the purpose of paragraph (a) above:
“Change of Control” means:
 - (i) any person or group of persons acting in concert, other than the Czech Republic, through MoF or other Ministry, having or gaining the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:
 - (A) cast, or control the casting of, more than 50 per cent. of the maximum number of votes that might be cast at a general meeting of the Borrower; or
 - (B) appoint or remove all of the directors (or equivalent officers) of the Borrower; or
 - (C) give directions with respect to the operation of the Borrower with which the directors (or equivalent officers) of the Borrower are obliged to comply, other than directions based on an authorisation under applicable law; or
 - (ii) the Czech Republic, through MoF or other Ministry, ceasing to be the beneficial owner of at least 79% of the issued share capital of the Borrower.

7.3 Mandatory Prepayment – EC Decision

- (a) Upon the Commission of the European Union issuing the EC Decision:
 - (i) the Borrower shall promptly notify the Agent thereof; and
 - (ii) subject to paragraph (b) below, the Facility will be cancelled and all outstanding Utilisations, together with accrued interest, and all other amounts accrued under the Finance Documents, shall become due and payable by the Borrower on:
 - (A) the later of:
 - (1) the date falling three Months of the date of the EC Decision; and
 - (2) the date falling five Months of the date of the EC Decision, provided that the Borrower notifies the Agent in writing that upon consultation with its shareholder(s) implementation of conditions or requirements imposed by the EC Decision is likely to extend beyond the date falling three Months of the EC Decision;

- (B) the last day of the then-current Interest Period if such last day is earlier than the date determined pursuant to point (A) above and the Borrower so notifies the Agent; or
 - (C) any other date agreed with the Agent in writing,
- (the “**MoF Guarantee Longstop Date**”).

- (b) Paragraph (a)(ii) above shall not apply if the Borrower provides the Agent with the MoF Guarantee no later than on the MoF Guarantee Longstop Date.

7.4 Voluntary Cancellation

The Borrower may, if it gives the Agent not less than 10 Business Days’ (or such shorter period as the Majority Lenders may agree) prior notice, cancel the whole or any part (being a minimum amount of EUR 500,000) of the Available Facility. Any cancellation under this Clause 7.4 shall reduce the Commitments of the Lenders rateably.

7.5 Voluntary Prepayment

The Borrower may, if it gives the Agent not less than 10 Business Days’ (or such shorter period as the Majority Lenders may agree) prior notice, prepay the whole or any part of a Loan (but, if in part, being an amount that reduces the amount of the Loan by a minimum amount of EUR 500,000).

7.6 Right of Replacement or Repayment and Cancellation in Relation to a Single Lender

- (a) If:
 - (i) any sum payable to any Lender by the Borrower is required to be increased under paragraph (c) of Clause 12.2 (*Tax Gross-Up*); or
 - (ii) any Lender claims indemnification from the Borrower under Clause 12.3 (*Tax Indemnity*) or Clause 13.1 (*Increased Costs*),

the Borrower may, whilst the circumstance giving rise to the requirement for that increase or indemnification continues, give the Agent notice of cancellation of the Commitment(s) of that Lender or (as the case may be) its intention to procure the repayment of that Lender’s participation in the Loans or give the Agent notice of its intention to replace that Lender in accordance with paragraph (d) below.

- (b) On receipt of a notice of cancellation referred to in paragraph (a) above, the Available Commitment(s) of that Lender (if any) shall be immediately reduced to zero.
- (c) On the last day of each Interest Period which ends after the Borrower has given notice of cancellation under paragraph (a) above (or, if earlier, the date specified by the Borrower in that notice), the Borrower shall repay that Lender’s participation in the Loans and that Lender’s corresponding Commitment(s) shall be immediately cancelled in the amount of the participations repaid.
- (d) If:
 - (i) any of the circumstances set out in paragraph (a) above apply to a Lender; or
 - (ii) the Borrower becomes obliged to pay any amount in accordance with Clause 7.1 (*Illegality*) to any Lender,

the Borrower may, on 10 Business Days' prior notice to the Agent and that Lender, replace that Lender by requiring that Lender to (and, to the extent permitted by law, that Lender shall) transfer pursuant to Clause 21 (*Changes to the Lenders*) all (and not part only) of its rights and obligations under this Agreement to a Lender or a Lender's Affiliate which confirms its willingness to assume and does assume all the obligations of the transferring Lender in accordance with Clause 21 (*Changes to the Lenders*) for a purchase price in cash payable at the time of the transfer in an amount equal to the outstanding principal amount of such Lender's participation in the outstanding Loan and all accrued interest (to the extent that the Agent has not given a notification under Clause 21.7 (*Pro Rata Interest Settlement*)), Break Costs and other amounts payable in relation thereto under the Finance Documents.

- (e) The replacement of a Lender pursuant to paragraph (d) above shall be subject to the following conditions:
 - (i) the Borrower shall have no right to replace the Agent;
 - (ii) neither the Agent nor any Lender shall have any obligation to find a replacement Lender;
 - (iii) in no event shall the Lender replaced under paragraph (d) above be required to pay or surrender any of the fees received by such Lender pursuant to the Finance Documents; and
 - (iv) the Lender shall only be obliged to transfer its rights and obligations pursuant to paragraph (d) above once it is satisfied that it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to that transfer.
- (f) A Lender shall perform the checks described in paragraph (e)(iv) above as soon as reasonably practicable following delivery of a notice referred to in paragraph (d) above and shall notify the Agent and the Borrower when it is satisfied that it has complied with those checks.

7.7 Restrictions

- (a) Any notice of cancellation or prepayment given by any Party under this Clause 7 shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment.
- (b) Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid and, subject to any Break Costs, without premium or penalty.
- (c) Unless contrary indication appears in this Agreement, any part of the Facility which is prepaid or repaid may be reborrowed in accordance with the terms of this Agreement.
- (d) The Borrower shall not repay or prepay all or any part of the Loans or cancel all or any part of the Commitments except at the times and in the manner expressly provided for in this Agreement.
- (e) No amount of the Total Commitments cancelled under this Agreement may be subsequently reinstated.

- (f) If the Agent receives a notice under this Clause 7 it shall promptly forward a copy of that notice to either the Borrower or the affected Lender, as appropriate.
- (g) If all or part of any Lender's participation in a Loan is repaid or prepaid, and is not available for redrawing (other than by operation of Clause 4.2 (*Further Conditions Precedent*)), an amount of that Lender's Commitment (equal to the amount of the participation which is repaid or prepaid) will be deemed to be cancelled on the date of repayment or prepayment.

7.8 Application of Prepayments

Any prepayment of a Loan pursuant to Clause 7.2 (*Change of Control*), Clause 7.4 (*Voluntary Cancellation*) and Clause 7.5 (*Voluntary Prepayment*) shall be applied *pro rata* to each Lender's participation in that Loan.

Section 5 Costs of Utilisation

8. Interest

8.1 Calculation of Interest

The rate of interest on each Loan for each Interest Period is the percentage rate per annum which is the aggregate of the applicable:


- (a) Margin; and
- (b) in relation to any Loan in EUR, EURIBOR.

8.2 Payment of Interest

The Borrower shall pay accrued interest on a Loan on the last day of each Interest Period for that Loan.

8.3 Default Interest

- (a) If the Borrower fails to pay any amount payable by it under a Finance Document on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which, subject to paragraph (b) below, is per annum higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a Loan in the currency of the overdue amount for successive Interest Periods, each of a duration selected by the Agent (acting reasonably). Any default interest accruing under this Clause 8.3 shall be immediately payable by the Borrower on demand by the Agent. In derogation from Section 1970 of the Civil Code the Parties agreed that the Borrower shall pay the aforementioned default interest irrespective of whether it was responsible for the relevant default (save where a Finance Party would be solely responsible).
- (b) If any overdue amount consists of all or part of a Loan which became due on a day which was not the last day of an Interest Period relating to that Loan:
 - (i) the first Interest Period for that overdue amount shall have a duration equal to the unexpired portion of the current Interest Period relating to that Loan; and

- (ii) the rate of interest applying to the overdue amount during that first Interest Period shall be  per annum higher than the rate which would have applied if the overdue amount had not become due.
- (c) Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.

8.4 Notification of Rates of Interest

- (a) The Agent shall promptly notify the Lenders and the Borrower of the determination of a rate of interest under this Agreement and interest applicable for the respective Interest Period.
- (b) The Agent shall promptly notify the Borrower of each Funding Rate relating to a Loan.

9. Interest Periods

9.1 Interest Periods

- (a) The Borrower may select an Interest Period for a Loan in the Utilisation Request for that Loan.
- (b) Subject to this Clause 9, the Borrower may select an Interest Period of one, three or six Months or any other period agreed between the Borrower, the Agent and all the Lenders in relation to the relevant Loan.
- (c) An Interest Period for a Loan shall not extend beyond the Termination Date.
- (d) Each Interest Period shall start on the Utilisation Date or (if already made) on the last day of its preceding Interest Period.

9.2 Non-Business Days


If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

10. Changes to the Calculation of Interest

10.1 Unavailability of Screen Rate

- (a) *Interpolated Screen Rate*: If no Screen Rate is available for EURIBOR for the Interest Period of a Loan, the applicable EURIBOR shall be the Interpolated Screen Rate for a period equal in length to the Interest Period of that Loan.
- (b) *Shortened Interest Period and Interpolated Historic Screen Rate*: If paragraph (a) above applies but no Interpolated Screen Rate is available for the Interest Period of a Loan, the applicable EURIBOR shall be the Interpolated Historic Screen Rate for a period equal in length to the Interest Period of that Loan.
- (c) *Cost of funds*: If paragraph (b) above applies but no Interpolated Historic Screen Rate is available for the Interest Period of a Loan, there shall be no EURIBOR for that Loan and Clause 10.3 (*Cost of Funds*) shall apply to that Loan for that Interest Period.

10.2 Market Disruption

If before close of business in Prague on the Quotation Day for the relevant Interest Period, the Agent receives notifications from a Lender or Lenders (whose participations in a Loan exceed  of that Loan) that the cost to it of funding its participation in that Loan from whatever source it may reasonably select would be in excess of EURIBOR, then Clause 10.3 (*Cost of Funds*) shall apply to that Loan for the relevant Interest Period.

10.3 Cost of Funds

- (a) If this Clause 10.3 applies, the rate of interest on each Lender's share of the relevant Loan for the relevant Interest Period shall be the percentage rate per annum which is the sum of:
 - (i) the applicable Margin; and
 - (ii) the rate notified to the Agent by that Lender as soon as practicable and in any event within five Business Days of the first day of that Interest Period (or, if earlier, on the date falling five Business Days before the date on which interest is due to be paid in respect of that Interest Period), to be that which expresses as a percentage rate per annum the cost to the relevant Lender of funding its participation in that Loan from whatever source it may reasonably select.
- (b) If this Clause 10.3 applies and the Agent or the Borrower so requires, the Agent and the Borrower shall enter into negotiations (for a period of not more than thirty days) with a view to agreeing a substitute basis for determining the rate of interest.
- (c) Any alternative basis agreed pursuant to paragraph (b) above shall, with the prior consent of all the Lenders and the Borrower, be binding on all Parties.
- (d) If this Clause 10.3 applies pursuant to Clause 10.2 (*Market Disruption*) and:
 - (i) a Lender's Funding Rate is less than EURIBOR; or
 - (ii) a Lender does not supply a quotation by the time specified in paragraph (a)(ii) above,the cost to that Lender of funding its participation in the relevant Loan for that Interest Period shall be deemed, for the purposes of paragraph (a) above, to be EURIBOR.

10.4 Notification to Borrower

If Clause 10.3 (*Cost of Funds*) applies the Agent shall, as soon as is practicable, notify the Borrower.

10.5 Break Costs

- (a) The Borrower shall, within five Business Days of written demand by a Finance Party, pay to that Finance Party its Break Costs attributable to all or any part of a Loan or Unpaid Sum being paid by the Borrower on a day other than the last day of an Interest Period for that Loan or Unpaid Sum.
- (b) Each Lender shall, as soon as reasonably practicable after a demand by the Agent, provide a certificate confirming the amount and calculation of its Break Costs for any Interest Period in which they accrue.

11. Fees

11.1 Commitment Fee

- (a) The Borrower shall pay to the Agent (for the account of each Lender) a fee computed at the rate of ~~0.00%~~ of the applicable Margin on that Lender's Available Commitment for the period from the Signing Date to the last day of the Availability Period.
- (b) The accrued commitment fee is payable in arrears:
 - (i) on the last day of each successive period of three Months, commencing on the Signing Date, which ends prior to the last day of the Availability Period;
 - (ii) on the last day of the Availability Period; and
 - (iii) if cancelled in full, on the cancelled amount of the relevant Lender's Commitment at the time the cancellation is effective.

11.2 Arrangement Fee

The Borrower shall pay to each relevant Finance Party (in its relevant capacity) an arrangement fee in the amount and at the times agreed in a Fee Letter.

11.3 Agency Fee

The Borrower shall pay to the Agent an agency fee in the amount and at the times agreed in a Fee Letter.

Section 6
Additional Payment Obligations

12. Tax Gross-Up and Indemnities

12.1 Definitions

In this Agreement:

“Protected Party” means a Finance Party which is or will be subject to any liability, or required to make any payment, for or on account of Tax in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under a Finance Document.

“Qualifying Lender” means a Lender which is beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document and:

- (a) has its Facility Office in the Czech Republic;
- (b) is a Treaty Lender; or
- (c) is otherwise entitled to receive a payment under this Agreement without any Tax Deduction.

“Tax Credit” means a credit against, relief or remission for, or repayment of any Tax.

“Tax Deduction” means a deduction or withholding for or on account of Tax from a payment under a Finance Document, other than a FATCA Deduction.

“Tax Payment” means either the increase in a payment made by the Borrower to a Finance Party under Clause 12.2 (*Tax Gross-up*) or a payment under Clause 12.3 (*Tax Indemnity*).

“Treaty Lender” means a Lender which:

- (a) is resident (as defined in the appropriate double taxation agreement) in a country with which the Czech Republic has a double taxation agreement (a **“Treaty”**) which makes provision for full exemption from tax imposed by the Czech Republic on interest that applies generally or specifically to interest on loans granted by a bank (or equivalent exemption applicable to banks); and
- (b) does not carry on a business in the Czech Republic through a permanent establishment with which the payment is effectively connected.

Unless a contrary indication appears, in this Clause 12 a reference to **“determines”** or **“determined”** means a determination made in the absolute discretion of the person making the determination.

12.2 Tax Gross-Up

- (a) The Borrower shall make all payments to be made by it without any Tax Deduction, unless a Tax Deduction is required by law.
- (b) The Borrower shall promptly upon becoming aware that it must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Agent accordingly. Similarly, a Lender shall notify the Agent on becoming so aware in respect of

a payment payable to that Lender. If the Agent receives such notification from a Lender it shall notify the Borrower.

- (c) If a Tax Deduction is required by law to be made by the Borrower, the amount of the payment due from the Borrower shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.
- (d) A payment shall not be increased under paragraph (c) above by reason of a Tax Deduction on account of Tax imposed by the Czech Republic, if on the date on which the payment falls due:
 - (i) the payment could have been made to the relevant Lender without a Tax Deduction if the Lender had been a Qualifying Lender, but on that date that Lender is not or has ceased to be a Qualifying Lender other than as a result of any change after the date it became a Lender under this Agreement in (or in the interpretation, administration, or application of) any law or Treaty or any published practice or published concession of any relevant taxing authority; or
 - (ii) the relevant Lender is a Treaty Lender and the Borrower is able to demonstrate that the payment could have been made to the Lender without the Tax Deduction, or that the payment could have been made subject to a reduction withholding according to the relevant Treaty, had that Lender complied with its obligations under paragraph (g) below.
- (e) If the Borrower is required to make a Tax Deduction, the Borrower shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.
- (f) Within thirty days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Borrower shall deliver to the Agent for the Finance Party entitled to the payment evidence reasonably satisfactory to that Finance Party that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.
- (g) A Treaty Lender and the Borrower which makes a payment to which that Treaty Lender is entitled shall complete as soon as reasonably practicable any procedural formalities necessary for the Borrower to obtain authorisation or otherwise be entitled to make that payment without a Tax Deduction or with a lower Tax Deduction if entitled to do so.
- (h) The Original Lender confirms to the Borrower that as at the Signing Date it is a Qualifying Lender.

12.3 Tax Indemnity

- (a) The Borrower shall (within five Business Days of demand by the Agent) pay to a Protected Party an amount equal to the loss, liability or cost suffered for or on account of Tax by that Protected Party in respect of a Finance Document.

- (b) Paragraph (a) above shall not apply:
 - (i) with respect to any Tax assessed on a Finance Party:
 - (A) under the law of the jurisdiction in which that Finance Party is incorporated or, if different, the jurisdiction (or jurisdictions) in which that Finance Party is treated as resident for tax purposes; or
 - (B) under the law of the jurisdiction in which that Finance Party's Facility Office is located in respect of amounts received or receivable in that jurisdiction,

if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by that Finance Party; or
 - (ii) to the extent a loss, liability or cost:
 - (A) is compensated for by an increased payment under Clause 12.2 (*Tax Gross-Up*);
 - (B) would have been compensated for by an increased payment under Clause 12.2 (*Tax Gross-Up*) but was not so compensated solely because one of the exclusions in paragraph (d) of Clause 12.2 (*Tax Gross-Up*) applied;
 - (C) is attributable to any failure to complete the procedural formalities under paragraph (g) of Clause 12.2 (*Tax Gross-Up*); or
 - (D) relates to a FATCA Deduction required to be made by a Party.
- (c) A Protected Party making, or intending to make, a claim under paragraph (a) above shall promptly notify the Agent of the event which will give, or has given, rise to the claim, following which the Agent shall notify the Borrower.
- (d) A Protected Party shall, on receiving a payment from the Borrower under this Clause 12.3, notify the Agent.

12.4 Tax Credit

If the Borrower makes a Tax Payment and the relevant Finance Party determines that:

- (a) a Tax Credit is attributable to an increased payment of which that Tax Payment forms part, to that Tax Payment or to a Tax Deduction in consequence of which that Tax Payment was required; and
- (b) that Finance Party has obtained and utilised that Tax Credit,

the Finance Party shall pay an amount to the Borrower which that Finance Party determines will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been required to be made by the Borrower.

12.5 Lender Status Confirmation

Each Lender which is not the Original Lender shall indicate, in the documentation which it executes on becoming a Party as a Lender, and for the benefit of the Agent and without liability to the Borrower, which of the following categories it falls in:

- (a) not a Qualifying Lender;
- (b) a Qualifying Lender (other than a Treaty Lender); or
- (c) a Treaty Lender.

If such a Lender fails to indicate its status in accordance with this Clause 12.5 then that Lender shall be treated for the purposes of this Agreement (including by the Borrower) as if it is not a Qualifying Lender until such time as it notifies the Agent which category applies (and the Agent, upon receipt of such notification, shall inform the Borrower). For the avoidance of doubt, the documentation which a Lender executes on becoming a Party as a Lender shall not be invalidated by any failure of a Lender to comply with this Clause 12.5.

12.6 Stamp Taxes

The Borrower shall pay and, within five Business Days of demand, indemnify each Finance Party against any cost, loss or liability that Finance Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any Finance Document.

12.7 VAT

- (a) All amounts expressed to be payable under a Finance Document by any Party to a Finance Party which (in whole or in part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply, and accordingly, subject to paragraph (b) below, if VAT is or becomes chargeable on any supply made by any Finance Party to any Party under a Finance Document and such Finance Party is required to account to the relevant tax authority for the VAT, that Party must pay to such Finance Party (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of the VAT (and such Finance Party must promptly provide an appropriate VAT invoice to that Party).
- (b) If VAT is or becomes chargeable on any supply made by any Finance Party (the “**Supplier**”) to any other Finance Party (the “**Recipient**”) under a Finance Document, and any Party other than the Recipient (the “**Relevant Party**”) is required by the terms of any Finance Document to pay an amount equal to the consideration for that supply to the Supplier (rather than being required to reimburse or indemnify the Recipient in respect of that consideration):
 - (i) (where the Supplier is the person required to account to the relevant tax authority for the VAT) the Relevant Party must also pay to the Supplier (at the same time as paying that amount) an additional amount equal to the amount of the VAT. The Recipient must (where this paragraph (i) applies) promptly pay to the Relevant Party an amount equal to any credit or repayment the Recipient receives from the relevant tax authority which the Recipient reasonably determines relates to the VAT chargeable on that supply; and
 - (ii) (where the Recipient is the person required to account to the relevant tax authority for the VAT) the Relevant Party must promptly, following demand from the

Recipient, pay to the Recipient an amount equal to the VAT chargeable on that supply but only to the extent that the Recipient reasonably determines that it is not entitled to credit or repayment from the relevant tax authority in respect of that VAT.

- (c) Where a Finance Document requires any Party to reimburse or indemnify a Finance Party for any cost or expense, that Party shall reimburse or indemnify (as the case may be) such Finance Party for the full amount of such cost or expense, including such part thereof as represents VAT, save to the extent that such Finance Party reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.
- (d) Any reference in this Clause 12.7 to any Party shall, at any time when such Party is treated as a member of a group for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the person who is treated as making the supply, or (as appropriate) receiving the supply, under the grouping rules (as provided for in Article 11 of Council Directive 2006/112/EC or as implemented by a member state of the European Union) so that a reference to a Party shall be construed as a reference to that Party or the relevant group or unity (or fiscal unity) of which that Party is a member for VAT purposes at the relevant time or the relevant member (or head) of that group or unity (or fiscal unity) at the relevant time (as the case may be).
- (e) In relation to any supply made by a Finance Party to any Party under a Finance Document, if reasonably requested by such Finance Party, that Party must promptly provide such Finance Party with details of that Party's VAT registration and such other information as is reasonably requested in connection with such Finance Party's VAT reporting requirements in relation to such supply.

12.8 FATCA Information

- (a) Subject to paragraph (c) below, each Party shall, within ten Business Days of a reasonable request by another Party:
 - (i) confirm to that other Party whether it is:
 - (A) a FATCA Exempt Party; or
 - (B) not a FATCA Exempt Party;
 - (ii) supply to that other Party such forms, documentation and other information relating to its status under FATCA as that other Party reasonably requests for the purposes of that other Party's compliance with FATCA; and
 - (iii) supply to that other Party such forms, documentation and other information relating to its status as that other Party reasonably requests for the purposes of that other Party's compliance with any other law, regulation, or exchange of information regime.
- (b) If a Party confirms to another Party pursuant to paragraph (a)(i) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not or has ceased to be a FATCA Exempt Party, that Party shall notify that other Party reasonably promptly.

- (c) Paragraph (a) above shall not oblige any Finance Party to do anything, and paragraph (iii) above shall not oblige any other Party to do anything, which would or might in its reasonable opinion constitute a breach of:
 - (i) any law or regulation;
 - (ii) any fiduciary duty; or
 - (iii) any duty of confidentiality.
- (d) If a Party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with paragraph (a)(i) or (a)(ii) above (including, for the avoidance of doubt, where paragraph (c) above applies), then such Party shall be treated for the purposes of the Finance Documents (and payments under them) as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or other information.

12.9 FATCA Deduction

- (a) Each Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no Party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.
- (b) Each Party shall promptly, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction), notify the Party to whom it is making the payment and, in addition, shall notify the Borrower and the Agent and the Agent shall notify the other Finance Parties.

13. Increased Costs

13.1 Increased Costs

- (a) Subject to Clause 13.3 (*Exceptions*) the Borrower shall, within five Business Days of a demand by the Agent, pay for the account of a Finance Party the amount of any Increased Costs incurred by that Finance Party or any of its Affiliates as a result of:
 - (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation, in each case after the Signing Date;
 - (ii) compliance with any law or regulation made after the Signing Date; or
 - (iii) the implementation or application of or compliance with Basel III, CRD IV or CRD V or any law or regulation that implements or applies Basel III, CRD IV or CRD V, in each case made, required or implemented after the Signing Date.
- (b) In this Agreement:
 - (i) “**Basel III**” means:
 - (A) the agreements on capital requirements, a leverage ratio and liquidity standards contained in “Basel III: A global regulatory framework for more resilient banks and banking systems”, “Basel III: International framework for liquidity risk measurement, standards and monitoring” and “Guidance

for national authorities operating the countercyclical capital buffer” published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemented or restated;

- (B) the rules for global systemically important banks contained in “Global systemically important banks: assessment methodology and the additional loss absorbency requirement – Rules text” published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and
- (C) any further guidance or standards published by the Basel Committee on Banking Supervision relating to Basel III;

(ii) “**CRD IV**” means:

- (A) Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012; and
- (B) Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC;

(iii) “**CRD V**” means:

- (A) Regulation (EU) No 2019/876 of the European Parliament and of the Council of 20 May 2019 amending Regulation (EU) No 575/2013 and Regulation (EU) No 648/2012; and
- (B) Directive (EU) 2019/878 of the European Parliament and of the Council of 20 May 2019 amending Directive 2013/36/EU; and

(iv) “**Increased Costs**” means:

- (A) a reduction in the rate of return from the Facility or on a Finance Party’s (or its Affiliate’s) overall capital;
- (B) an additional or increased cost; or
- (C) a reduction of any amount due and payable under any Finance Document, which is incurred or suffered by a Finance Party or any of its Affiliates to the extent that it is attributable to that Finance Party having entered into its Commitment or funding or performing its obligations under any Finance Document.

13.2 Increased Cost Claims

- (a) A Finance Party intending to make a claim pursuant to Clause 13.1 (*Increased Costs*) shall, as soon as practicable upon becoming aware of an event or a circumstance giving rise to a claim under this Clause 13 (*Increased Costs*), notify the Agent and the Borrower of the event giving rise to the claim.

- (b) Each Finance Party shall, together with its notification pursuant to paragraph (a) of this Clause 13.2 (*Increased Costs Claims*) above, provide a certificate (i) confirming the amount of its Increased Costs and (ii) setting out the calculation of the amount in reasonable detail.

13.3 Exceptions

- (a) Clause 13.1 (*Increased Costs*) does not apply to the extent any Increased Cost is:
 - (i) attributable to a Tax Deduction required by law to be made by the Borrower;
 - (ii) attributable to a FATCA Deduction required to be made by a Party;
 - (iii) compensated for by Clause 12.3 (*Tax Indemnity*) (or would have been compensated for under Clause 12.3 (*Tax Indemnity*) but was not so compensated solely because any of the exclusions in paragraph (b) of Clause 12.3 (*Tax Indemnity*) applied);
 - (iv) attributable to the non-compliance by the relevant Finance Party or its Affiliates of any law or regulation;
 - (v) attributable to the application of or compliance with the implementation or application of, or compliance with, Basel III or CRD IV or CRD V or any law or regulation that implements or applies Basel III or CRD IV or CRD V and such implementation, application or compliance was or reasonably should have been known by the relevant Finance Party as of the date of this Agreement or, if later, the date on which it became a Finance Party; or
 - (vi) not notified to the Borrower or the Agent in accordance with Clause 13.2 (*Increased Cost Claims*).
- (b) Any Lender which enters into a sub-participation which results in the sub-participant being or being treated as the beneficial owner of the relevant interest shall not be entitled to receive or claim any amount required to be paid by the Borrower under Clause 13.1 (*Increased Costs*) in excess of the amount that it would have been entitled to receive or claim if that sub-participation had not occurred.
- (c) In this Clause 13.3, a reference to a “**Tax Deduction**” has the same meaning given to that term in Clause 12.1 (*Definitions*).

14. Other Indemnities

14.1 Currency Indemnity

- (a) If any sum due from the Borrower under the Finance Documents (a “**Sum**”), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the “**First Currency**”) in which that Sum is payable into another currency (the “**Second Currency**”) for the purpose of:
 - (i) making or filing a claim or proof against the Borrower;
 - (ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

the Borrower shall as an independent obligation, within five Business Days of demand, indemnify each Finance Party to whom that Sum is due against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

- (b) The Borrower waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

14.2 Other Indemnities

The Borrower shall, within five Business Days of demand, indemnify each Finance Party against any documented cost, loss or liability reasonably incurred by that Finance Party as a result of:

- (a) the occurrence of any Event of Default;
- (b) a failure by the Borrower to pay any amount due under a Finance Document on its due date, including without limitation, any cost, loss or liability arising as a result of Clause 25 (*Sharing among the Finance Parties*);
- (c) funding, or making arrangements to fund, its participation in a Loan requested by the Borrower in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by that Finance Party alone); or
- (d) a Loan (or part of a Loan) not being prepaid in accordance with a notice of prepayment given by the Borrower.

14.3 Indemnity to the Agent

The Borrower shall, within five Business Days of demand, indemnify the Agent against any documented cost, loss or liability reasonably incurred by the Agent (acting reasonably) as a result of:

- (a) investigating any event which it reasonably believes is a Default;
- (b) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised; or
- (c) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under this Agreement (subject to fee caps agreed with the Borrower).

15. Mitigation by the Lenders

15.1 Mitigation

- (a) Each Finance Party shall, in consultation with the Borrower, take all reasonable steps to mitigate any circumstances which arise and which would result in any amount becoming payable under or pursuant to, or cancelled pursuant to, any of Clause 7.1 (*Illegality*), Clause 12 (*Tax Gross-Up and Indemnities*) or Clause 13 (*Increased Costs*) including (but not limited to) transferring its rights and obligations under the Finance Documents to another Affiliate or Facility Office.

- (b) Paragraph (a) above does not in any way limit the obligations of the Borrower under the Finance Documents.

15.2 Limitation of Liability

- (a) The Borrower shall, within five Business Days of demand, indemnify each Finance Party for all documented costs and expenses reasonably incurred by that Finance Party as a result of steps taken by it under Clause 15.1 (*Mitigation*).
- (b) A Finance Party is not obliged to take any steps under Clause 15.1 (*Mitigation*) if, in the opinion of that Finance Party (acting reasonably), to do so might be prejudicial to it.

16. Costs and Expenses

16.1 Transaction Expenses

The Borrower shall promptly on demand pay the Agent, the Bookrunner, the Underwriter, the Mandated Lead Arranger and the Original Lender the amount of all documented third party costs and expenses (including legal fees subject to caps agreed with the Borrower) reasonably incurred by any of them in connection with the negotiation, preparation, printing, execution and syndication of:

- (a) this Agreement and any other documents referred to in this Agreement; and
- (b) any other Finance Documents executed after the date of this Agreement.

16.2 Amendment Costs

If:

- (a) the Borrower requests an amendment, waiver or consent; or
- (b) an amendment is required pursuant to Clause 26.9 (*Change of Currency*),

the Borrower shall, within five Business Days of demand, reimburse the Agent for the amount of all documented costs and expenses (including legal fees pre-agreed with the Borrower) reasonably incurred by the Agent in responding to, evaluating, negotiating or complying with that request or requirement.

16.3 Enforcement Costs

The Borrower shall, within five Business Days of demand, pay to each Finance Party the amount of all documented costs and expenses (including legal fees) incurred by that Finance Party in connection with the enforcement of, or the preservation of any rights under, any Finance Document.

Section 7
Representations, Undertakings and Events of Default

17. Representations

The Borrower makes the representations and warranties set out in this Clause 17 to each Finance Party on the Signing Date.

17.1 Status

- (a) It is a corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.
- (b) It has the power to own its assets and carry on its business as it is being conducted.

17.2 Binding Obligations

Subject to the Legal Reservations, the obligations expressed to be assumed by it in each Finance Document are legal, valid, binding and enforceable obligations.

17.3 Non-Conflict with other Obligations

The entry into and performance by it of, and the transactions contemplated by, the Finance Documents do not and will not conflict with:

- (a) subject to the Legal Reservations, any law or regulation applicable to it;
- (b) constitutional documents of the Borrower; or
- (c) any agreement or instrument binding upon the Borrower or its assets in a manner which has or is reasonably likely to have a Material Adverse Effect.

17.4 Power and Authority

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Finance Documents to which it is a party and the transactions contemplated by those Finance Documents.

17.5 Validity and Admissibility in Evidence

Subject to the Legal Reservations, all Authorisations required:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Finance Documents to which it is a party; and
- (b) to make the Finance Documents to which it is a party admissible in evidence in its jurisdiction of incorporation,

have been obtained or effected and are in full force and effect.

17.6 Governing Law and Enforcement

- (a) Subject to the Legal Reservations, the choice of Czech law as the governing law of the Finance Documents will be recognised and enforced in its jurisdiction of incorporation.

- (b) Subject to the Legal Reservations, any judgment obtained in the Czech Republic in relation to a Finance Document will be recognised and enforced in its jurisdiction of incorporation.

17.7 No Breach of Laws

To the Borrower's best knowledge and belief, the Borrower has not breached any law or regulation which breach has or is reasonably likely to have a Material Adverse Effect:

- (a) within the meaning of paragraph (c) or (d) of the definition of "Material Adverse Effect"; or
- (b) within the meaning of paragraph (a) or (b) of the definition of "Material Adverse Effect", provided, that if it is ultimately determined by the relevant court or other public authority in the Existing Litigations or in respect of any of the Disclosed Matters that such a breach has occurred, such determination shall not be considered as a breach of this representation.

17.8 Environmental Laws

- (a) The Borrower:

- (i) is, to the Borrower's best knowledge and belief, in compliance with all Environmental Law;
- (ii) obtained, maintains and ensures compliance with all requisite Environmental Permits;
- (iii) implemented procedures to monitor compliance with and to prevent liability under any Environmental Law,

where failure to do so has or is reasonably likely to have a Material Adverse Effect, and to the best of the Borrower's knowledge (having made due and careful inquiry), no circumstances have occurred which would prevent such compliance in a manner or to an extent which has or is reasonably likely to have a Material Adverse Effect:

- (A) within the meaning of paragraph (c) or (d) of the definition of "Material Adverse Effect"; or
 - (B) within the meaning of paragraph (a) or (b) of the definition of "Material Adverse Effect", provided, that if it is ultimately determined by the relevant court or other public authority in the Existing Litigations or in respect of any of the Disclosed Matters that such a non-compliance has occurred, such determination shall not be considered as a breach of this representation.
- (b) To the Borrower's best knowledge and belief, no Environmental Claim has been commenced against the Borrower where that claim has or is reasonably likely, if determined against it, to have a Material Adverse Effect, other than the Existing Litigations and the Disclosed Matters.

17.9 Deduction of Tax

It is not required to make any Tax Deduction (as defined in Clause 12.1 (*Definitions*)) from any payment it may make under any Finance Document to a Lender which is a Qualifying Lender.

17.10 No Filing or Stamp Taxes

Under the law of its jurisdiction of incorporation it is not necessary that the Finance Documents be filed, recorded or enrolled with any court or other authority in that jurisdiction other than publication in the Register of Contracts or that any stamp, registration or similar tax be paid on or in relation to the Finance Documents or the transactions contemplated by the Finance Documents.

17.11 Authorisations and KHNP Agreements

- (a) All Material Authorisations have been obtained or effected and, to the Borrower's best knowledge and belief, are in full force and effect, subject to the Renewal of MoIT Authorisation, provided that if it is ultimately determined by the relevant court or other public authority in the Existing Litigations or in respect of any of the Disclosed Matters that any of the Material Authorisations is not in full force and effect, such determination shall not be considered as a breach of this representation.
- (b) As of the Signing Date, other than the Material Authorisations, no Authorisations from public authorities, which would otherwise be deemed material, are required on the part of the Borrower to be in effect for the Project (reflecting the status of the Project and activities of the Borrower as of the Signing Date), subject to the Renewal of MoIT Authorisation.
- (c) To the Borrower's best knowledge and belief, KHNP Agreements as per points (a) through (c) of the KHNP Agreements definition are, upon and subject to their due publication in the Register of Contracts, in full force and effect, provided that if it is ultimately determined by the relevant court or other public authority in the Existing Litigations or in respect of any of the Disclosed Matters that any of the KHNP Agreements is not in full force and effect, such determination shall not be considered as a breach of this representation.

17.12 No Default

- (a) No Event of Default is continuing or might reasonably be expected to result from the making of any Utilisation.
- (b) To the Borrower's best knowledge and belief, no other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on the Borrower or to which its assets are subject which in each case has, or is reasonably likely to have, a Material Adverse Effect:
 - (i) within the meaning of paragraph (c) or (d) of the definition of "Material Adverse Effect"; or
 - (ii) within the meaning of paragraph (a) or (b) of the definition of "Material Adverse Effect", provided, that if it is ultimately determined by the relevant court or other public authority in the Existing Litigations or in respect of any of the Disclosed Matters that such a default has occurred, such determination shall not be considered as a breach of this representation.

17.13 No Misleading Information

- (a) Subject to the fact that the information provided to the Agent by the Borrower is not full and complete information on the Project, any material factual information provided in writing by or on behalf of the Borrower in relation to any Finance Document was true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated.
- (b) Subject to the fact that the information provided to the Agent by the Borrower is not full and complete information on the Project, nothing material has occurred or been withheld from the factual information referred to in paragraph (a) above and no information has been given or withheld that results in that information being untrue or misleading in any material respect.

17.14 Financial Statements

- (a) Its Original Financial Statements were prepared in accordance with GAAP consistently applied.
- (b) Its Original Financial Statements fairly present its financial condition as at the end of the relevant financial year and its results of operations during the relevant financial year.
- (c) There has been no change in its business or financial condition of the Borrower, other than a change in its majority shareholder, since the date of the Original Financial Statements which has, or is reasonably likely to have, a Material Adverse Effect (reflecting the status of the Project).

17.15 Pari Passu Ranking

Its payment obligations under the Finance Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law.

17.16 No Proceedings

- (a) No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, would have, or be reasonably likely to have, a Material Adverse Effect has or have (to the best of its knowledge) been started or (to the best knowledge of the Borrower) threatened against it, other than the Existing Litigations and the Disclosed Matters.
- (b) No judgment or order of a court, arbitral body or agency which is binding on the Borrower and might reasonably be expected to have a Material Adverse Effect has (to the best of its knowledge) been made against it.

17.17 Insolvency

No:

- (a) corporate action, legal proceeding or other procedure or step described in Clause 20.6 (*Insolvency proceedings*); or
- (b) creditors' process described in Clause 20.7 (*Creditors' process*),

has been taken or (to the best knowledge of the Borrower) threatened in relation to it, in each case subject to thresholds, conditions, and exceptions set out in such Clauses; and none of the circumstances described in Clause 20.5 (*Insolvency*) applies to it.

17.18 Sanctions

- (a) Neither it, nor (to the best of its knowledge) any of its directors (or, to the best of their knowledge (having made due and careful enquiry), officers, employees or agents) is, or is directly or indirectly owned or controlled (as such terms are defined under the relevant Sanctions) by or acting on behalf of, an individual or entity (a “**Restricted Person**”) that is, (i) the subject of any economic or financial sanctions, trade embargoes or similar measures enacted, administered or enforced by the U.S. Department of the Treasury’s Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union (or any present or future member state thereof), His Majesty’s Treasury, the Foreign and Commonwealth Office of the United Kingdom or other relevant sanctions authority (collectively, “**Sanctions**”), nor (ii) located or organized within, or doing business or operating from, a country or territory that is subject to a general export, import, financial, or investment embargo under Sanctions (which countries and territories, as of the Signing Date, include Cuba, Iran, North Korea, Syria, the region of Crimea and the Russian-occupied areas of the Donetsk, Kharkiv, Kherson, Luhansk, Mykolaiv and Zaporizhzhia oblasts of Ukraine and Sudan, South Sudan, Venezuela and Myanmar) (each a “**Sanctioned Territory**”).
- (b) The representations made under paragraph (a) above will not, and shall not be deemed to, be given or made for the benefit of any Finance Party, if and to the extent that the making of, or compliance with, or, as the case may be, receipt and acceptance or benefit of, the representations would breach or conflict with Council Regulation (EC) 2271/96 or any national legislation enacted pursuant to it (including without limitation section 7 of the German Foreign Trade Ordinance (*Verordnung zur Durchführung des Außenwirtschaftsgesetzes*)).

17.19 Anti-Money Laundering and Anti-Corruption Laws

- (a) Neither it nor, to the best of the Borrower’s knowledge, its managers, employees and representatives (in this Clause 17.19, the “**Persons**”) have committed (directly or indirectly) any acts of corruption.
- (b) Neither it nor, to the best of the Borrower’s knowledge, any of its agents, intermediaries or Persons have been prohibited from entering into agreements, responding to tenders or from working with certain counterparties due to acts of corruption.
- (c) It has, to the best of the Borrower’s knowledge, conducted its businesses in compliance with applicable Anti-Money Laundering Laws and the Anti-Corruption Laws and the Borrower has instituted and maintained policies and procedures designed to promote and achieve compliance by it and/or any of its Persons with such laws.

17.20 Centre of Main Interests and Establishments

For the purposes of Regulation (EU) 2015/848 of 20 May 2015 on insolvency proceedings (recast) (the “**Regulation**”), its centre of main interest (as that term is used in Article 3(1) of the Regulation) is situated in the Czech Republic and it has no “establishment” (as that term is used in Article 2(10) of the Regulation) in any other jurisdiction.

17.21 DAC6

No transaction contemplated by the Finance Documents meets any hallmark set out in Annex IV of DAC6 as regards mandatory automatic exchange of information in the field of taxation in relation to reportable cross-border arrangements or as set out in any law or regulation which implements DAC6 in the Czech Republic.

17.22 Repetition

The Repeating Representations are deemed to be made by the Borrower by reference to the facts and circumstances then existing on the date of each Utilisation Request and the first day of each Interest Period.

18. Information Undertakings

The undertakings in this Clause 18 remain in force from the Signing Date for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

18.1 Financial Statements

- (a) The Borrower shall supply to the Agent in sufficient copies for all the Lenders as soon as the same become available, but in any event within 180 days after the end of each of its financial years its audited standalone financial statements for that financial year; and
- (b) The Borrower may satisfy the obligations under this Clause 18.1 (*Financial statements*) by posting the respective financial statements on its website www.njzedu.cz and notifying the Agent accordingly within the above-mentioned period.

18.2 Requirements as to Financial Statements

- (a) Each set of financial statements delivered by the Borrower pursuant to paragraph (a) of Clause 18.1 (*Financial Statements*) shall be certified by a director of the Borrower as fairly presenting its financial condition as at the date as at which those financial statements were drawn up.
- (b) The Borrower shall procure that each set of financial statements delivered pursuant to Clause 18.1 (*Financial Statements*) is prepared using GAAP, accounting practices and financial reference periods consistent with those applied in the preparation of the Original Financial Statements for the Borrower unless, in relation to any set of financial statements, it notifies the Agent that there has been a change in GAAP, the accounting practices or reference periods and its auditors deliver to the Agent:
 - (i) a description of any change necessary for those financial statements to reflect the GAAP, accounting practices and reference periods upon which the Original Financial Statements were prepared; and
 - (ii) sufficient information, in form and substance as may be reasonably required by the Agent, to enable the Lenders to make an accurate comparison between the financial position indicated in those financial statements and the Original Financial Statements.

Any reference in this Agreement to those financial statements shall be construed as a reference to those financial statements as adjusted to reflect the basis upon which the Original Financial Statements were prepared.

18.3 Information: Miscellaneous

The Borrower shall supply to the Agent (in sufficient copies for all the Lenders, if the Agent so requests):

- (a) all material documents dispatched by the Borrower to its creditors generally at the same time as they are dispatched, but in any event within 15 Business Days of dispatch;
- (b) promptly upon becoming aware of them, but in any event within 15 Business Days of becoming aware of them, any material public decision of the government of the Czech Republic, MoF, Commission of the European Union, or any relevant regulatory body in the European Union relating to:
 - (i) completion of the Project; or
 - (ii) financial condition, business or operations of the Borrower;
- (c) promptly upon becoming aware of them, but in any event within 15 Business Days of becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against it, and notified in writing, and which might, if adversely determined, be reasonably likely to have a Material Adverse Effect;
- (d) promptly upon becoming aware of them, but in any event within 15 Business Days of becoming aware of them, the details of any judgment or order of a court, arbitral body or agency which is made against it, and which might, if adversely determined, be reasonably likely to have a Material Adverse Effect; and
- (e) promptly, but in any event within 15 Business Days of the Agent's request:
 - (i) evidence of compliance of the Borrower with the obligation set out under Clause 19.17 (*Financial Covenant*); and
 - (ii) such further information regarding the Borrower's financial condition, business and operations as any Finance Party (through the Agent) may reasonably request,

except to the extent that disclosure of such information would breach any applicable law, regulation or duty of confidentiality (including any duty of confidentiality in the KHNP Agreements).

The Borrower may satisfy the obligations under this Clause 18.3 (*Information: Miscellaneous*) by posting the respective details and/or documents on its website www.njzedu.cz and notifying the Agent accordingly.

18.4 Notification of Default

The Borrower shall notify the Agent of any Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence.

18.5 Direct Electronic Delivery by Borrower

The Borrower may satisfy its obligation under this Agreement to deliver any information in relation to a Lender by delivering that information directly to that Lender in accordance with Clause 28.5 (*Electronic Communication*).

18.6 “Know your Customer” Checks

- (a) If:
 - (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the Signing Date;
 - (ii) any change in the status of the Borrower after the Signing Date; or
 - (iii) a proposed assignment or transfer by a Lender of any of its rights and obligations under this Agreement to a party that is not a Lender prior to such assignment or transfer,

obliges the Agent or any Lender (or, in the case of paragraph (iii) above, any prospective new Lender) to comply with “know your customer” or similar identification procedures in circumstances where the necessary information is not already available to it, the Borrower shall promptly upon the request of the Agent or any Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Lender) or any Lender (for itself or, in the case of the event described in paragraph (iii) above, on behalf of any prospective new Lender) in order for the Agent, such Lender or, in the case of the event described in paragraph (iii) above, any prospective new Lender to carry out and be satisfied it has complied with all necessary “know your customer” or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

- (b) Each Lender shall promptly upon the request of the Agent supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself) in order for the Agent to carry out and be satisfied it has complied with all necessary “know your customer” or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

18.7 DAC6

The Borrower shall supply to the Agent (in sufficient copies for all the Lenders, if the Agent so requests):

- (a) promptly upon the making of such analysis or the obtaining of such advice, any analysis made, or advice obtained on whether any transaction contemplated by the Finance Documents, or any transaction carried out (or to be carried out) in connection with any transaction contemplated by the Finance Documents contains a hallmark as set out in Annex IV of DAC6; and
- (b) promptly upon the making of such reporting and to the extent permitted by applicable law and regulation, any reporting made to any governmental or taxation authority by or on behalf of the Borrower or by any of its advisers in relation to DAC6 or any law or regulation which implements DAC6 and any unique identification number issued by any governmental or taxation authority to which any such report has been made (if available).

19. General Undertakings

The undertakings in this Clause 19 remain in force from the Signing Date for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

19.1 Authorisations

The Borrower shall:

- (a) promptly obtain, comply with and do all that is reasonably necessary to maintain in full force and effect; and
- (b) upon request, supply copies to the Agent of,
any Authorisation required under any law or regulation of its jurisdiction of incorporation to enable it (subject to the Legal Reservations) to perform its obligations under the Finance Documents and to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of any Finance Document; and
- (c) obtain (as and when legally required) and comply with Authorisations required on the part of the Borrower in connection with the Project or any other business activity of the Borrower, where a failure to do so has or is reasonably likely to have a Material Adverse Effect; and
- (d) upon request, supply copies to the Agent of the official press communication about the EC Decision if obtained.

19.2 Compliance with Laws

The Borrower shall comply in all material respects with all laws to which it may be subject, if failure so to comply would materially impair its ability to perform its obligations under the Finance Documents.

19.3 Environmental Compliance

The Borrower shall:

- (a) comply with all Environmental Law;
- (b) as and when legally required, obtain, maintain and ensure compliance with all requisite Environmental Permits;
- (c) implement procedures to monitor compliance with and to prevent liability under any Environmental Law,

where failure to do so has or is reasonably likely to have a Material Adverse Effect.

19.4 Negative Pledge

In this Clause 19.4, “**Quasi-Security**” means an arrangement or transaction described in paragraph (b) below;

- (a) The Borrower shall not create or permit to subsist any Security over any of its assets.
- (b) The Borrower shall not:
 - (i) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
 - (ii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
 - (iii) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

- (c) Paragraphs (a) and (b) above do not apply to any Security or (as the case may be) Quasi-Security, listed below (the “**Permitted Security**”):
 - (i) entered into or created pursuant to any Finance Document;
 - (ii) entered into or created pursuant to the KHNP Agreements;
 - (iii) arising or created:
 - (A) by operation of law;
 - (B) in the ordinary course of the Borrower’s business; or
 - (C) in a commercially reasonable manner for the purposes of the Project securing indebtedness the outstanding principal amount of which (when aggregated with the outstanding principal amount of any other indebtedness which has the benefit of Security given by the Borrower other than any Security permitted under paragraphs (i) and (ii) above) does not, at any time, exceed EUR 10,000,000 (or its equivalent in other currencies); or
 - (iv) established with the prior written consent of the Agent (acting on the instructions of the Majority Lenders).

19.5 Disposals

- (a) Except as permitted under paragraph (b) below, the Borrower shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any asset.
- (b) Paragraph (a) above does not apply to the Permitted Disposal.

19.6 Merger

The Borrower shall not enter into any amalgamation, demerger, merger or similar transformation.

19.7 Change of Business

The Borrower shall procure that no substantial change is made to the general nature of its business from that carried on at the Signing Date (other than changes in connection with the Project).

19.8 Sanctions

- (a) The Borrower shall not directly or indirectly use the proceeds of the Facility, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person:
 - (i) in order to, or for the purpose of or that would result in, financing any activities or business of or with any Restricted Person, or in any Sanctioned Territory; or
 - (ii) in any manner that would result in a violation of Sanctions by any person (including any person participating in a Loan, whether as Agent, Bookrunner, the Underwriter, Mandated Lead Arranger, Lender or otherwise).

- (b) The Borrower shall not fund all or part of any payment under the Facility out of proceeds derived directly or indirectly from any activity or transaction with a Restricted Person or which would otherwise cause any Party to be in breach of any Sanctions.
- (c) The Borrower shall comply with Sanctions and shall ensure that it maintains in effect and enforce policies and procedures designed to ensure such compliance.
- (d) The Borrower shall promptly:
 - (i) provide the Agent (in sufficient copies for all Lenders) with the relevant documents in the case actions to be performed by a Lender require prior authorisation from the competent sanctions authority due to Sanctions; and
 - (ii) notify the Agent upon becoming aware of the occurrence of any event or circumstance relating to Sanctions which could reasonably be expected to result in any Lender having the right to require repayment under Clause 7.1 (*Illegality*).
- (e) The Borrower shall ensure that no person that is a Restricted Person will have any legal or beneficial interest in any funds repaid or remitted by the Borrower to any Finance Party in connection with the Facility.
- (f) The undertakings and covenants granted under paragraph (a) through (e) above will not, and shall not be deemed to, be given or made for the benefit of any Finance Party, if and to the extent that the giving of, or compliance with, or, as the case may be, receipt and acceptance or benefit of, the undertakings and covenants would breach or conflict with Council Regulation (EC) 2271/96 or any national legislation enacted pursuant to it (including without limitation section 7 of the German Foreign Trade Ordinance (*Verordnung zur Durchführung des Außenwirtschaftsgesetzes*)).

19.9 Anti-Money Laundering and Anti-Corruption Laws

- (a) The Borrower shall not directly or indirectly, use the proceeds of the Facility for any purpose which would constitute a violation of any of the Anti-Money Laundering Laws or the Anti-Corruption Laws.
- (b) The Borrower shall conduct its businesses in compliance with the Anti-Money Laundering Laws and the Anti-Corruption Laws and maintain policies and procedures designed to promote and achieve compliance with such laws.
- (c) The Borrower shall upon request of a Finance Party, submit to the Agent without undue delay any policy (or any other document required by it) to evidence its compliance with paragraph (b) above.

19.10 Pari Passu

The Borrower shall ensure that its obligations under the Finance Documents rank at all times at least *pari passu* in right of priority and payment with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law.

19.11 Loans or credit

- (a) Except as permitted under paragraph (b) below, the Borrower shall not be a creditor in respect of any Financial Indebtedness.
- (b) Paragraph (a) above does not apply to Financial Indebtedness, which is Permitted Loan.

19.12 No guarantees

- (a) The Borrower shall not incur or allow to remain outstanding any guarantee in respect of any obligation of any person,
- (b) Paragraph (a) above does not apply to a Permitted Guarantee.

19.13 Financial Indebtedness

- (a) Except as permitted under paragraph (b) below, the Borrower shall not incur or allow to remain outstanding any Financial Indebtedness.
- (b) Paragraph (a) above does not apply to Permitted Financial Indebtedness.

19.14 Dividends and share redemption

- (a) Except as permitted under paragraph (b) below, the Borrower shall not:
 - (i) declare, make or pay any dividend, charge, fee or other distribution (or interest on any unpaid dividend, charge, fee or other distribution) (whether in cash or in kind) on or in respect of its share capital (or any class of its share capital);
 - (ii) repay or distribute any dividend or share premium reserve;
 - (iii) pay any management, advisory or other fee to or to the order of any its shareholders; or
 - (iv) redeem, repurchase, defease, retire or repay any of its share capital or resolve to do so.
- (b) Paragraph (a) above does not apply to a Permitted Distribution.

19.15 Insurance

- (a) The Borrower shall maintain insurances on and in relation to its business and assets against those risks and to the extent as is usual for companies carrying on the same or substantially similar business (being, exclusively, (i) general liability insurance in connection with activities of the Borrower set forth in an excerpt from the commercial register (*obchodní rejstřík*) and the trade license register (*živnostenský rejstřík*), (ii) insurance of liability of managers, (iii) collective illness and accident insurance of members of the board of directors, and (iv) collective short term travel insurance).
- (b) All such insurances must be with reputable independent insurance companies or underwriters.

19.16 Project

- (a) The Borrower shall comply at all times with its obligations under the KHNP Agreements and all other agreements to which it is a party and which relate to any asset relevant for the Project, where a failure to do so has or is reasonably likely to have a Material Adverse Effect.
- (b) The Borrower shall take all measures reasonably necessary to preserve and enforce its rights under the KHNP Agreements and all other material agreements to which it is a party or which relate to any asset relevant for the Project, where a failure to do so has or is reasonably likely to have a Material Adverse Effect.

19.17 Financial covenant

The Borrower shall ensure that equity of the Borrower is always at least CZK [REDACTED] (or its equivalent in other currencies).

20. Events of Default

Each of the events or circumstances set out in Clause 20 is an Event of Default (save for Clause 20.15 (*Acceleration*)).

20.1 Non-Payment

The Borrower does not pay on the due date any amount payable pursuant to a Finance Document at the place and in the currency in which it is expressed to be payable unless:

- (a) its failure to pay is caused by:
 - (i) administrative or technical error; or
 - (ii) a Disruption Event; and
- (b) payment is made within five Business Days of its due date.

20.2 Other Obligations

- (a) The Borrower does not comply with any provision of Clause 20.11 (*Sanctions*), Clause 20.12 (*Anti-money laundering laws and Anti-corruption laws*) and Clause 19.17 (*Financial covenant*).
- (b) The Borrower does not comply with any provision of the Finance Documents (other than those referred to in Clause 20.1 (*Non-payment*), Clause 20.11 (*Sanctions*), Clause 20.12 (*Anti-money laundering laws and Anti-corruption laws*) and Clause 19.17 (*Financial covenant*)).
- (c) No Event of Default under paragraph (b) above will occur if the failure to comply is capable of remedy and is remedied within 20 Business Days of the earlier of (A) the Agent giving notice to the Borrower and (B) the Borrower becoming aware of the failure to comply.

20.3 Misrepresentation

- (a) Any representation or statement made or any Repeating Representation deemed to be made by the Borrower in the Finance Documents or any other document delivered by or on behalf of the Borrower under or in connection with any Finance Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.
- (b) No Event of Default under paragraph (a) above (other than in relation to any representation or statement made or deemed to be made by the Borrower under Clause 17.18 (*Sanctions*) or Clause 17.19 (*Anti-money laundering and Anti-corruption laws*)) will occur if the circumstances giving rise to the misrepresentation are capable of remedy and are remedied within 20 Business Days of the earlier of (A) the Agent giving notice to the Borrower and (B) the Borrower becoming aware that the representation or statement was incorrect or misleading in any material respect when made or deemed to be made.

20.4 Cross Payment Default and Cross Acceleration

- (a) Any Financial Indebtedness of the Borrower is not paid when due nor within any originally applicable grace period.
- (b) Any Financial Indebtedness of the Borrower is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).
- (c) Any commitment for any Financial Indebtedness of the Borrower is cancelled or suspended by a creditor of the Borrower as a result of an event of default (however described).
- (d) Any creditor of the Borrower becomes entitled to declare any Financial Indebtedness of the Borrower due and payable prior to its specified maturity as a result of an event of default (however described).
- (e) No Event of Default will occur under this Clause 20.4 if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (a) to (d) above is less than EUR 1,000,000 (or its equivalent in any other currency or currencies).

20.5 Insolvency

- (a) The Borrower:
 - (i) is unable or admits inability to pay its debts as they fall due;
 - (ii) suspends making payments on any of its debts; or
 - (iii) by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding any Finance Party in its capacity as such) with a view to rescheduling any of its indebtedness.
- (b) The value of the assets of the Borrower is less than its liabilities (taking into account contingent and prospective assets and liabilities).
- (c) A moratorium is declared in respect of any indebtedness of the Borrower.

20.6 Insolvency Proceedings

Any corporate action, legal proceedings or other procedure or step is taken in relation to:

- (a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Borrower;
- (b) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Borrower; or
- (c) enforcement of any Security over any assets of the Borrower,

or any analogous procedure or step is taken in any jurisdiction.

This Clause 20.6 shall not apply to any petition initiated by a third party, which is frivolous or vexatious and is discharged, stayed or dismissed within 45 Business Days of commencement.

20.7 Creditors' Process

Any expropriation, attachment, sequestration, distress or execution affects any asset or assets of the Borrower having an aggregate value of at least EUR 20,000,000 (or its equivalent in any other currency or currencies) and is not discharged within 45 Business Days of the Borrower becoming aware of the same.

20.8 Unlawfulness

It is or becomes unlawful for the Borrower to perform any of its obligations under the Finance Documents.

20.9 Authorisations and KHNP Agreements

- (a) Any Material Authorisation is suspended, cancelled, revoked, forfeited, surrendered or terminated (whether in whole or in part) or otherwise ceases to be in full force and effect and such suspension, cancellation, revocation, forfeiture, surrender, termination or cessation would have a Material Adverse Effect, other than the expiration of the MoIT Authorisation, subject to the Renewal of MoIT Authorisation.
- (b) Any KHNP Agreement is suspended (for the avoidance of doubt, excluding suspension of works and/or other activities under or in connection with the KHNP Agreements), cancelled or terminated (whether in whole or in part) or otherwise ceases to be in full force and effect, except for a partial termination resulting from a decision to pursue construction of only one nuclear unit in Dukovany.

20.10 Cessation of Business

The Project is discontinued (other than through a temporary suspension).

20.11 Sanctions

Any requirement of Clause 19.8 (*Sanctions*) is not satisfied.

20.12 Anti-Money Laundering Laws and Anti-Corruption Laws

Any requirement of Clause 19.9 (*Anti-money laundering and Anti-corruption laws*) is not satisfied.

20.13 Repudiation

The Borrower repudiates a Finance Document or evidences an intention to repudiate a Finance Document.

20.14 Material Adverse Change

Any event or circumstance occurs which has or is reasonably likely to have a Material Adverse Effect.

20.15 Acceleration

On and at any time after the occurrence of an Event of Default which is continuing the Agent may, and shall if so directed by the Majority Lenders, by notice to the Borrower:

- (a) cancel each Available Commitment of each Lender whereupon each such Available Commitment shall immediately be cancelled and the Facility shall immediately cease to be available for utilisation;

- (b) declare that all or part of the Loans, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, whereupon they shall become immediately due and payable; and/or
- (c) declare that all or part of the Loans be payable on demand, whereupon they shall immediately become payable on demand by the Agent on the instructions of the Majority Lenders.

Section 8 Changes to Parties

21. Changes to the Lenders

21.1 Assignments and Transfers by the Lenders

Subject to this Clause 21.1 and the procedure set out in Clause 21.2 (*Procedure for Assignment or Transfer*), a Lender (the “**Existing Lender**”) may assign any of its rights or transfer any of its rights and obligations under any Finance Document:

- (a) without the consent of the Borrower:
 - (i) to another Lender or an Affiliate of a Lender licensed in the European Union;
 - (ii) to any entity from a banking group listed on the Pre-Approved Lenders List, which is a bank licensed in the European Union, provided that:
 - (A) such entity is not subject to any Sanctions; and
 - (B) as a result of (x) the assignment or transfer by the Existing Lender of its rights and obligations to such entity and (y) circumstances existing at the date of the assignment or transfer, the Borrower will not be required to make any payment or increase in payment under Clause 12 (*Tax Gross-Up and Indemnities*); or
 - (iii) to any party at a time when an Event of Default is continuing; and
- (b) with the prior consent of the Borrower (which shall not be unreasonably withheld, provided that such consent shall not be required if the Borrower fails to respond to the request for providing that consent within 10 Business Days after receipt of such request unless consent is expressly refused by the Borrower within that time) to any other party,

(each such other Lender, an Affiliate of the Lender, central bank or similar authority or third party, the “**New Lender**”).

The Agent shall promptly notify the Borrower of any transfers and/or assignments of the rights and/or obligations of a Lender under the Finance Documents to the New Lender. The Borrower shall, upon the request of the Agent, provide any and all consents, execute any and all documents (including a Transfer Agreement) and/or make any other acts which may be reasonably required for due assignment of rights and/or transfer of obligations of any Lender under this Clause 21 (*Changes to the Lenders*).

21.2 Procedure for Assignment or Transfer

- (a) Subject to the conditions set out in Clause 21.1 (*Assignments and Transfers by the Lenders*), a transfer and/or assignment under Clause 21.1 (*Assignments and Transfers by the Lenders*) shall be effected in accordance with paragraphs (a) to (h) below. The Agent shall, subject to paragraph (b) below, as soon as reasonably practicable after receipt by it of a duly completed Transfer Agreement appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Transfer Agreement.

- (b) The Agent shall only be obliged to execute a Transfer Agreement delivered to it by the Existing Lender and the New Lender once it is satisfied it has complied with all necessary “know your customer” or similar checks under all applicable laws and regulations in relation to the relevant assignment or transfer to such New Lender.
- (c) Any Transfer Agreement shall be subject to publication in the Register of Contracts and the Borrower undertakes to publish the Transfer Agreement in the Register of Contracts without undue delay after the relevant Transfer Agreement has been executed and provided by the Agent to the Borrower for publication in the Register of Contracts. The Agent shall notify the Existing Lender and the New Lender that the relevant Transfer Agreement has been executed by the Agent and the Borrower and published in the Register of Contracts, as soon as practicable (taking into account, in particular, but not limited to, technical implications of changes to the Lenders, anticipated Utilisations or repayments of the Loans etc.) after the earlier of (i) the date of receipt by it of a notification by the Borrower that the Transfer Agreement has been published in the Register of Contracts, and (ii) the date on which it has become aware of the Transfer Agreement having been published in the Register of Contracts.
- (d) If the notification by the Agent pursuant to paragraph (c) above is not made at least one Business Day prior to the proposed Transfer Date (regardless whether due to the Transfer Agreement not being published in the Register of Contracts or for any other reason), the relevant Transfer Agreement shall be automatically cancelled and cease to have any legal effect provided that such cancellation and cessation of the relevant Transfer Agreement to have any legal effect shall not constitute or give rise to a Material Adverse Effect, Default or misrepresentation if the Borrower has published the relevant Transfer Agreement in the Register of Contracts in accordance with paragraph (c) above and fulfilled, in relation to the relevant Transfer Agreement, its obligations under Clause 21 (*Changes to the Lenders*).
- (e) Subject to Clause 21.7 (*Pro Rata Interest Settlement*), on the Transfer Date, and to the extent that in the Transfer Agreement the Existing Lender seeks to transfer its obligations or assign its rights under the Finance Documents (being the “**Transferred Rights and Obligations**”):
 - (i) the Existing Lender will assign and (if applicable) transfer absolutely to the New Lender the Transferred Rights and Obligations;
 - (ii) the New Lender shall become a Party as a “Lender” and shall have the rights and will be bound by obligations constituting the Transferred Rights and Obligations; and
 - (iii) the other Parties to the Finance Documents shall have the same rights and assume the same obligations between themselves as they would have had the New Lender been the Original Lender with the Transferred Rights and Obligations.
- (f) If:
 - (i) a Lender assigns or transfers any of its rights or obligations under the Finance Documents or changes its Facility Office; and
 - (ii) as a result of circumstances existing at the date the assignment, transfer or change occurs, the Borrower would be obliged to make a payment to the New Lender or Lender acting through its new Facility Office under Clause 12 (*Tax Gross-Up and Indemnities*) or Clause 13 (*Increased Costs*),

then the New Lender or Lender acting through its new Facility Office is only entitled to receive payment under those Clauses to the same extent as the Existing Lender or Lender acting through its previous Facility Office would have been if the assignment, transfer or change had not occurred.

- (g) Each New Lender, if it is not tax domiciled in the Czech Republic, shall deliver to the Borrower a tax domicile confirmation, confirmation on the beneficiary of the interest to be paid under this Agreement (including the information that the interest should be regarded as its income based on the local tax legislation) and other documents that might be necessary or requested by the tax authorities to prove full entitlement on the beneficial tax treatment granted by the respective Treaty concluded between the Czech Republic and the respective jurisdiction where the respective New Lender is domiciled on the relevant assignment date and thereafter, on each anniversary of the relevant assignment date.
- (h) Each New Lender, by executing the relevant Transfer Agreement, confirms, for the avoidance of doubt, that the Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with this Agreement on or prior to the date on which the transfer or assignment becomes effective in accordance with this Agreement and that it is bound by that decision to the same extent as the Existing Lender would have been had it remained a Lender.

21.3 Assignment or Transfer Fee

The New Lender shall, on the date upon which an assignment or transfer takes effect, pay to the Agent (for its own account) a fee of EUR 3,000, unless agreed with the Agent otherwise.

21.4 Limitation of Responsibility of Existing Lenders

- (a) Unless expressly agreed to the contrary, an Existing Lender makes no representation or warranty and assumes no responsibility to a New Lender for:
 - (i) the legality, validity, effectiveness, adequacy or enforceability of the Finance Documents or any other documents;
 - (ii) the financial condition of the Borrower;
 - (iii) the performance and observance by the Borrower of its obligations under the Finance Documents or any other documents; or
 - (iv) the accuracy of any statements (whether written or oral) made in or in connection with any Finance Document or any other document,and any representations or warranties implied by law are excluded.
- (b) Each New Lender confirms to the Existing Lender and the other Finance Parties that it:
 - (i) has made (and shall continue to make) its own independent investigation and assessment of the financial condition and affairs of the Borrower and its related entities in connection with its participation in this Agreement and has not relied exclusively on any information provided to it by the Existing Lender in connection with any Finance Document; and
 - (ii) will continue to make its own independent appraisal of the creditworthiness of the Borrower and its related entities whilst any amount is or may be outstanding under the Finance Documents or any Commitment is in force.

- (c) Nothing in any Finance Document obliges an Existing Lender to:
 - (i) accept a re-transfer or re-assignment from a New Lender of any of the rights and obligations assigned or transferred under this Clause 21; or
 - (ii) support any losses directly or indirectly incurred by the New Lender by reason of the non-performance by the Borrower of its obligations under the Finance Documents or otherwise.

21.5 Copy of Transfer Agreement to Borrower

The Agent shall, as soon as reasonably practicable after it has executed a Transfer Agreement, send to the Borrower a copy of that Transfer Agreement.

21.6 Security Over Lenders' Rights

In addition to the other rights provided to Lenders under this Clause 21, each Lender may without consulting with or obtaining consent from the Borrower, at any time charge, assign or otherwise create Security in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure obligations of that Lender including, without limitation:

- (a) any charge, assignment or other Security to secure obligations to a federal reserve or central bank; and
- (b) any charge, assignment or other Security granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by that Lender as security for those obligations or securities,

except that no such charge, assignment or Security shall:

- (i) release a Lender from any of its obligations under the Finance Documents or substitute the beneficiary of the relevant charge, assignment or Security for the Lender as a party to any of the Finance Documents; or
- (ii) require any payments to be made by the Borrower other than or in excess of, or grant to any person any more extensive rights than, those required to be made or granted to the relevant Lender under the Finance Documents.

21.7 Pro rata Interest Settlement

- (a) If the Agent has notified the Lenders that it is able to distribute interest payments on a “*pro rata* basis” to Existing Lenders and New Lenders then (in respect of any transfer pursuant to Clause 21.2 (*Procedure for Assignment or Transfer*) or any assignment pursuant to Clause 21.2 (*Procedure for Assignment or Transfer*) the Transfer Date of which, in each case, is after the date of such notification and is not on the last day of an Interest Period):
 - (i) any interest or fees in respect of the relevant participation which are expressed to accrue by reference to the lapse of time shall continue to accrue in favour of the Existing Lender up to but excluding the Transfer Date (“**Accrued Amounts**”) and shall become due and payable to the Existing Lender (without further interest accruing on them) on the last day of the current Interest Period; and

- (ii) the rights assigned or transferred by the Existing Lender will not include the right to the Accrued Amounts, so that, for the avoidance of doubt:
 - (A) when the Accrued Amounts become payable, those Accrued Amounts will be payable to the Existing Lender; and
 - (B) the amount payable to the New Lender on that date will be the amount which would, but for the application of this Clause 21.7, have been payable to it on that date, but after deduction of the Accrued Amounts.
- (b) In this Clause 21.7 references to “Interest Period” shall be construed to include a reference to any other period for accrual of fees.
- (c) An Existing Lender which retains the right to the Accrued Amounts pursuant to this Clause 21.7 but which does not have a Commitment shall be deemed not to be a Lender for the purposes of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve any request for a consent, waiver, amendment or other vote of Lenders under the Finance Documents.

22. Changes to the Borrower

The Borrower may not assign, transfer, pledge or otherwise encumber or dispose with any of its rights or obligations under the Finance Documents without the prior written consent of all the Lenders.

Section 9
The Finance Parties

23. Role of the Agent

23.1 Appointment of the Agent

- (a) Each the Bookrunner, the Underwriter, the Mandated Lead Arranger and each Lender and appoints the Agent to act as its agent under and in connection with the Finance Documents.
- (b) Each the Bookrunner, the Underwriter, the Mandated Lead Arranger and each Lender authorises the Agent to perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions specifically given to the Agent under or in connection with the Finance Documents together with any other incidental rights, powers, authorities and discretions.

23.2 Instructions

- (a) The Agent shall:
 - (i) unless a contrary indication appears in a Finance Document, exercise or refrain from exercising any right, power, authority or discretion vested in it as Agent in accordance with any instructions given to it by:
 - (A) all Lenders if the relevant Finance Document stipulates the matter is an all Lender decision; and
 - (B) in all other cases, the Majority Lenders; and
 - (ii) not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with paragraph (i) above.
- (b) The Agent shall be entitled to request instructions, or clarification of any instruction, from the Majority Lenders (or, if the relevant Finance Document stipulates the matter is a decision for any other Lender or group of Lenders, from that Lender or group of Lenders) as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion. The Agent may refrain from acting unless and until it receives any such instructions or clarification that it has requested.
- (c) Save in the case of decisions stipulated to be a matter for any other Lender or group of Lenders under the relevant Finance Document and unless a contrary indication appears in a Finance Document, any instructions given to the Agent by the Majority Lenders shall override any conflicting instructions given by any other Parties and will be binding on all Finance Parties.
- (d) Paragraph (a) above shall not apply:
 - (i) where a contrary indication appears in a Finance Document;
 - (ii) where a Finance Document requires the Agent to act in a specified manner or to take a specified action; or
 - (iii) in respect of any provision which protects the Agent's own position in its personal capacity as opposed to its role of Agent for the relevant Finance Parties including,

without limitation, Clause 23.5 (*No Fiduciary Duties*) to Clause 23.10 (*Exclusion of Liability*), Clause 23.13 (*Confidentiality*) to Clause 23.16 (*Deduction from Amounts Payable by the Agent*).

- (e) If giving effect to instructions given by the Majority Lenders would (in the Agent's opinion) have an effect equivalent to an amendment or waiver referred to in Clause 32 (*Amendments and Waivers*), the Agent shall not act in accordance with those instructions unless consent to it so acting is obtained from each Party (other than the Agent) whose consent would have been required in respect of that amendment or waiver.
- (f) In exercising any discretion to exercise a right, power or authority under the Finance Documents, where it has not received any instructions as to the exercise of that discretion, the Agent shall do so having regard to the interests of all the Finance Parties.
- (g) The Agent may refrain from acting in accordance with any instructions of any Lender or group of Lenders until it has received any indemnification and/or security that it may in its discretion require (which may be greater in extent than that contained in the Finance Documents and which may include payment in advance) for any cost, loss or liability which it may incur in complying with those instructions.
- (h) In the absence of instructions, the Agent may act (or refrain from acting) as it considers to be in the best interest of the Lenders.
- (i) The Agent is not authorised to act on behalf of a Lender (without first obtaining that Lender's consent) in any legal or arbitration proceedings relating to any Finance Document.

23.3 Duties of the Agent

- (a) The Agent's duties under the Finance Documents are solely mechanical and administrative in nature.
- (b) Subject to paragraph (c) below, the Agent shall promptly forward to a Party the original or a copy of any document which is delivered to the Agent for that Party by any other Party.
- (c) Without prejudice to Clause 21.5 (*Copy of Transfer Agreement to Borrower*), paragraph (b) above shall not apply to any Transfer Agreement.
- (d) Except where a Finance Document specifically provides otherwise, the Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.
- (e) If the Agent receives notice from a Party referring to this Agreement, describing a Default and stating that the circumstance described is a Default, it shall promptly notify the other Finance Parties.
- (f) If the Agent is aware of the non-payment of any principal, interest or other fee payable to a Finance Party (other than the Agent or the Mandated Lead Arranger) under this Agreement, it shall promptly notify the other Finance Parties.
- (g) The Agent shall have only those duties, obligations and responsibilities expressly specified in the Finance Documents to which it is expressed to be a party (and no others shall be implied).

23.4 Role of the Mandated Lead Arranger, the Bookrunner and the Underwriter

Except as specifically provided in the Finance Documents, neither the Bookrunner, nor the Underwriter or the Mandated Lead Arranger has any obligations of any kind to any other Party under or in connection with any Finance Document.

23.5 No Fiduciary Duties

- (a) Nothing in any Finance Document constitutes the Agent, the Bookrunner, the Underwriter or the Mandated Lead Arranger as a trustee or fiduciary of any other person.
- (b) Neither the Agent, nor the Underwriter or Bookrunner or the Mandated Lead Arranger shall be bound to account to any Lender for any sum or the profit element of any sum received by it for its own account.

23.6 Business with the Borrower

Each the Agent, the Bookrunner, the Underwriter and the Mandated Lead Arranger may accept deposits from, lend money to and generally engage in any kind of banking or other business with the Borrower.

23.7 Rights and Discretions

- (a) The Agent may:
 - (i) rely on any representation, communication, notice or document believed by it to be genuine, correct and appropriately authorised;
 - (ii) assume that:
 - (A) any instructions received by it from the Majority Lenders, any Lenders or any group of Lenders are duly given in accordance with the terms of the Finance Documents; and
 - (B) unless it has received notice of revocation, that those instructions have not been revoked; and
 - (iii) rely on a certificate from any person:
 - (A) as to any matter of fact or circumstance which might reasonably be expected to be within the knowledge of that person; or
 - (B) to the effect that such person approves of any particular dealing, transaction, step, action or thing,as sufficient evidence that that is the case and, in the case of paragraph (A) above, may assume the truth and accuracy of that certificate.
- (b) The Agent may assume (unless it has received notice to the contrary in its capacity as agent for the Lenders) that:
 - (i) no Default has occurred (unless it has actual knowledge of a Default arising under Clause 20.1 (*Non-Payment*)); and
 - (ii) any right, power, authority or discretion vested in any Party or any group of Lenders has not been exercised.

- (c) The Agent may engage and pay for the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts.
- (d) Without prejudice to the generality of paragraph (c) above or paragraph (e) below, the Agent may at any time engage and pay for the services of any lawyers to act as independent counsel to the Agent (and so separate from any lawyers instructed by the Lenders) if the Agent in its reasonable opinion deems this to be necessary.
- (e) The Agent may rely on the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts (whether obtained by the Agent or by any other Party) and shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of its so relying.
- (f) The Agent may act in relation to the Finance Documents through its officers, employees and agents and it shall not be bound to supervise any such person.
- (g) Unless a Finance Document expressly provides otherwise the Agent may disclose to any other Party any information it reasonably believes it has received as agent under this Agreement.
- (h) Notwithstanding any other provision of any Finance Document to the contrary, the Agent is not obliged to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality.
- (i) Notwithstanding any provision of any Finance Document to the contrary, the Agent is not obliged to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it.

23.8 Responsibility for Documentation

Neither the Agent, nor the Underwriter, the Bookrunner or the Mandated Lead Arranger is not responsible or liable for:

- (a) the adequacy, accuracy or completeness of any information (whether oral or written) supplied by the Agent, the Bookrunner, the Underwriter, the Mandated Lead Arranger, the Borrower or any other person in or in connection with any Finance Document or the transactions contemplated in the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document;
- (b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document; or
- (c) any determination as to whether any information provided or to be provided to any Finance Party is non-public information the use of which may be regulated or prohibited by applicable law or regulation relating to insider dealing or otherwise.

23.9 No Duty to Monitor

The Agent shall not be bound to enquire:

- (a) whether or not any Default has occurred;
- (b) as to the performance, default or any breach by any Party of its obligations under any Finance Document; or
- (c) whether any other event specified in any Finance Document has occurred.

23.10 Exclusion of Liability

- (a) Without limiting paragraph (b) below (and without prejudice to any other provision of any Finance Document excluding or limiting the liability of the Agent), the Agent will not be liable for:
 - (i) any damages, costs or losses to any person, any diminution in value, or any liability whatsoever arising as a result of taking or not taking any action under or in connection with any Finance Document, unless directly caused by its gross negligence or wilful misconduct;
 - (ii) exercising, or not exercising, any right, power, authority or discretion given to it by, or in connection with, any Finance Document or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with, any Finance Document, other than by reason of its gross negligence or wilful misconduct; or
 - (iii) without prejudice to the generality of paragraphs (i) and (ii) above, any damages, costs or losses to any person, any diminution in value or any liability whatsoever (including, without limitation, for negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) arising as a result of:
 - (A) any act, event or circumstance not reasonably within its control; or
 - (B) the general risks of investment in, or the holding of assets in, any jurisdiction,including (in each case and without limitation) such damages, costs, losses, diminution in value or liability arising as a result of: nationalisation, expropriation or other governmental actions; any regulation, currency restriction, devaluation or fluctuation; market conditions affecting the execution or settlement of transactions or the value of assets (including any Disruption Event); breakdown, failure or malfunction of any third party transport, telecommunications, computer services or systems; natural disasters or acts of God; war, terrorism, insurrection or revolution; or strikes or industrial action.
- (b) No Party (other than the Agent) may take any proceedings against any officer, employee or agent of the Agent in respect of any claim it might have against the Agent or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document and any officer, employee or agent of the Agent may rely on this paragraph (b).

- (c) The Agent will not be liable for any delay (or any related consequences) in crediting an account with an amount required under the Finance Documents to be paid by the Agent if the Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Agent for that purpose.
- (d) Nothing in this Agreement shall oblige the Agent, the Bookrunner, the Underwriter or the Mandated Lead Arranger to carry out:
 - (i) any “know your customer” or other checks in relation to any person; or
 - (ii) any check on the extent to which any transaction contemplated by this Agreement might be unlawful for any Lender or for any Affiliate of any Lender,

on behalf of any Lender and each Lender confirms to the Agent, the Bookrunner, the Underwriter and the Mandated Lead Arranger that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Agent, the Bookrunner, the Underwriter or the Mandated Lead Arranger.
- (e) Without prejudice to any provision of any Finance Document excluding or limiting the Agent’s liability, any liability of the Agent arising under or in connection with any Finance Document shall be limited to the amount of actual loss which has been suffered (as determined by reference to the date of default of the Agent or, if later, the date on which the loss arises as a result of such default) but without reference to any special conditions or circumstances known to the Agent at any time which increase the amount of that loss. In no event shall the Agent be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, punitive, indirect or consequential damages, whether or not the Agent has been advised of the possibility of such loss or damages.

23.11 Lenders’ Indemnity to the Agent

Each Lender shall (in proportion to its share of the Total Commitments or, if the Total Commitments are then zero, to its share of the Total Commitments immediately prior to their reduction to zero) indemnify the Agent, within three Business Days of demand, against any cost, loss or liability (including, without limitation, for negligence or any other category of liability whatsoever) incurred by the Agent (otherwise than by reason of the Agent’s gross negligence or wilful misconduct) (or, in the case of any cost, loss or liability pursuant to Clause 26.10 (*Disruption to Payment Systems etc.*), notwithstanding the Agent’s negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) in acting as Agent under the Finance Documents (unless the Agent has been reimbursed by the Borrower pursuant to a Finance Document).

23.12 Resignation of the Agent

- (a) The Agent may resign and appoint one of its Affiliates as successor by giving notice to the Lenders and the Borrower.
- (b) Alternatively the Agent may resign by giving 30 days’ notice to the Lenders and the Borrower, in which case the Majority Lenders (after consultation with the Borrower) may appoint a successor Agent.

- (c) If the Majority Lenders have not appointed a successor Agent in accordance with paragraph (b) above within 20 days after notice of resignation was given, the retiring Agent (after consultation with the Borrower) may appoint a successor Agent.
- (d) If the Agent wishes to resign because (acting reasonably) it has concluded that it is no longer appropriate for it to remain as agent and the Agent is entitled to appoint a successor Agent under paragraph (c) above, the Agent may (if it concludes (acting reasonably) that it is necessary to do so in order to persuade the proposed successor Agent to become a party to this Agreement as Agent) agree with the proposed successor Agent amendments to this Clause 23 and any other term of this Agreement dealing with the rights or obligations of the Agent consistent with then current market practice for the appointment and protection of corporate trustees together with any reasonable amendments to the agency fee payable under this Agreement which are consistent with the successor Agent's normal fee rates and those amendments will bind the Parties.
- (e) The retiring Agent shall make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents. The Borrower shall, within five Business Days of demand, reimburse the retiring Agent for the amount of all costs and expenses (including legal fees) properly incurred by it in making available such documents and records and providing such assistance.
- (f) The Agent's resignation notice shall only take effect upon the appointment of a successor.
- (g) Upon the appointment of a successor, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under paragraph (e) above) but shall remain entitled to the benefit of Clause 14.3 (*Indemnity to the Agent*) and this Clause 23 (and any agency fees for the account of the retiring Agent shall cease to accrue from (and shall be payable on) that date). Any successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.
- (h) After consultation with the Borrower, the Majority Lenders may, by notice to the Agent, require it to resign in accordance with paragraph (b) above. In this event, the Agent shall resign in accordance with paragraph (b) above.
- (i) The Agent shall resign in accordance with paragraph (b) above (and, to the extent applicable, shall use reasonable endeavours to appoint a successor Agent pursuant to paragraph (c) above) if on or after the date which is three months before the earliest FATCA Application Date relating to any payment to the Agent under the Finance Documents, either:
 - (i) the Agent fails to respond to a request under Clause 12.8 (*FATCA Information*) and the Borrower or a Lender reasonably believes that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;
 - (ii) the information supplied by the Agent pursuant to Clause 12.8 (*FATCA Information*) indicates that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date; or

- (iii) the Agent notifies the Borrower and the Lenders that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;

and (in each case) the Borrower or a Lender reasonably believes that a Party will be required to make a FATCA Deduction that would not be required if the Agent were a FATCA Exempt Party, and the Borrower or that Lender, by notice to the Agent, requires it to resign.

23.13 Confidentiality

- (a) In acting as agent for the Finance Parties, the Agent shall be regarded as acting through its agency division which shall be treated as a separate entity from any other of its divisions or departments.
- (b) If information is received by another division or department of the Agent, it may be treated as confidential to that division or department and the Agent shall not be deemed to have notice of it.
- (c) Notwithstanding any other provision of any Finance Document to the contrary, the Agent is not obliged to disclose to any other person (i) any confidential information or (ii) any other information if the disclosure would, or might in its reasonable opinion, constitute a breach of any law or regulation or a breach of a fiduciary duty.

23.14 Relationship with the Lenders

- (a) Subject to Clause 21.7 (*Pro Rata Interest Settlement*), the Agent may treat the person shown in its records as Lender at the opening of business (in the place of the Agent's principal office as notified to the Finance Parties from time to time) as the Lender acting through its Facility Office:
 - (i) entitled to or liable for any payment due under any Finance Document on that day; and
 - (ii) entitled to receive and act upon any notice, request, document or communication or make any decision or determination under any Finance Document made or delivered on that day,

unless it has received not less than five Business Days' prior notice from that Lender to the contrary in accordance with the terms of this Agreement.

- (b) Any Lender may by notice to the Agent appoint a person to receive on its behalf all notices, communications, information and documents to be made or despatched to that Lender under the Finance Documents. Such notice shall contain the address and (where communication by electronic mail or other electronic means is permitted under Clause 28.5 (*Electronic Communication*)) electronic mail address and/or any other information required to enable the transmission of information by that means (and, in each case, the department or officer, if any, for whose attention communication is to be made) and be treated as a notification of a substitute address, electronic mail address (or such other information), department and officer by that Lender for the purposes of Clause 28.2 (*Addresses*) and paragraph (a) of Clause 28.5 (*Electronic Communication*) and the Agent shall be entitled to treat such person as the person entitled to receive all such notices, communications, information and documents as though that person were that Lender.

23.15 Credit Appraisal by the Lenders

Without affecting the responsibility of the Borrower for information supplied by it or on its behalf in connection with any Finance Document, each Lender confirms to the Agent, the Bookrunner, the Underwriter and the Mandated Lead Arranger that it has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with any Finance Document including but not limited to:

- (a) the financial condition, status and nature of the Borrower;
- (b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document;
- (c) whether that Lender has recourse, and the nature and extent of that recourse, against any Party or any of its respective assets under or in connection with any Finance Document, the transactions contemplated by the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document; and
- (d) the adequacy, accuracy or completeness of any information provided by the Agent, any Party or by any other person under or in connection with any Finance Document, the transactions contemplated by any Finance Document or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document.

23.16 Deduction from Amounts Payable by the Agent

If any Party owes an amount to the Agent under the Finance Documents the Agent may, after giving notice to that Party, deduct an amount not exceeding that amount from any payment to that Party which the Agent would otherwise be obliged to make under the Finance Documents and apply the amount deducted in or towards satisfaction of the amount owed. For the purposes of the Finance Documents that Party shall be regarded as having received any amount so deducted.

23.17 Authorisation by Finance Parties

Each Finance Party represents and confirms that when granting authorisations to the Agent under this Clause 23 (*Role of the Agent*) or under other provisions of the Finance Documents, it is aware of potential conflict of interest of that Finance Party on one side and the Agent on the other side. Each Finance Party agrees that it shall not be entitled to terminate or withdraw such authorisations granted to the Agent under the Finance Documents because of that reason.

24. Conduct of Business by the Finance Parties

No provision of this Agreement will:

- (a) interfere with the right of any Finance Party to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;
- (b) oblige any Finance Party to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or
- (c) oblige any Finance Party to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

25. Sharing Among the Finance Parties

25.1 Payments to Finance Parties

If a Finance Party (a “**Recovering Finance Party**”) receives or recovers any amount from the Borrower other than in accordance with Clause 26 (*Payment Mechanics*) (a “**Recovered Amount**”) and applies that amount to a payment due under the Finance Documents then:

- (a) the Recovering Finance Party shall, within three Business Days, notify details of the receipt or recovery to the Agent;
- (b) the Agent shall determine whether the receipt or recovery is in excess of the amount the Recovering Finance Party would have been paid had the receipt or recovery been received or made by the Agent and distributed in accordance with Clause 26 (*Payment Mechanics*), without taking account of any Tax which would be imposed on the Agent in relation to the receipt, recovery or distribution; and
- (c) the Recovering Finance Party shall, within three Business Days of demand by the Agent, pay to the Agent an amount (the “**Sharing Payment**”) equal to such receipt or recovery less any amount which the Agent determines may be retained by the Recovering Finance Party as its share of any payment to be made, in accordance with Clause 26.5 (*Partial Payments*).

25.2 Redistribution of Payments

The Agent shall treat the Sharing Payment as if it had been paid by the Borrower and distribute it between the Finance Parties (other than the Recovering Finance Party) (the “**Sharing Finance Parties**”) in accordance with Clause 26.5 (*Partial Payments*) towards the obligations of the Borrower to the Sharing Finance Parties.

25.3 Recovering Finance Party’s Rights

On a distribution by the Agent under Clause 25.2 (*Redistribution of Payments*) of a payment received by a Recovering Finance Party from the Borrower, as between the Borrower and the Recovering Finance Party, an amount of the Recovered Amount equal to the Sharing Payment will be treated as not having been paid by the Borrower.

25.4 Reversal of Redistribution

If any part of the Sharing Payment received or recovered by a Recovering Finance Party becomes repayable and is repaid by that Recovering Finance Party, then:

- (a) each Sharing Finance Party shall, upon request of the Agent, pay to the Agent for the account of that Recovering Finance Party an amount equal to the appropriate part of its share of the Sharing Payment (together with an amount as is necessary to reimburse that Recovering Finance Party for its proportion of any interest on the Sharing Payment which that Recovering Finance Party is required to pay) (the “**Redistributed Amount**”); and
- (b) as between the Borrower and each relevant Sharing Finance Party, an amount equal to the relevant Redistributed Amount will be treated as not having been paid by the Borrower.

25.5 Exceptions

- (a) This Clause 25 shall not apply to the extent that the Recovering Finance Party would not, after making any payment pursuant to this Clause, have a valid and enforceable claim against the Borrower.
- (b) A Recovering Finance Party is not obliged to share with any other Finance Party any amount which the Recovering Finance Party has received or recovered as a result of taking legal or arbitration proceedings, if:
 - (i) it notified that other Finance Party of the legal or arbitration proceedings; and
 - (ii) that other Finance Party had an opportunity to participate in those legal or arbitration proceedings but did not do so as soon as reasonably practicable having received notice and did not take separate legal or arbitration proceedings.

Section 10 Administration

26. Payment Mechanics

26.1 Payments to the Agent

- (a) On each date on which the Borrower or a Lender is required to make a payment under a Finance Document, the Borrower or Lender shall make the same available to the Agent (unless a contrary indication appears in a Finance Document) for value on the due date at the time and in such funds as specified by the Agent as being customary at the time for settlement of transactions in the relevant currency in the place of payment.
- (b) Each payment by the Borrower to the Agent shall be made to such account and with such bank as the Agent, in each case, specifies.

26.2 Distributions by the Agent

Each payment received by the Agent under the Finance Documents for another Party shall, subject to Clause 26.3 (*Distributions to the Borrower*) and Clause 26.4 (*Clawback and Pre-Funding*) be made available by the Agent as soon as practicable after receipt to the Party entitled to receive payment in accordance with this Agreement (in the case of a Lender, for the account of its Facility Office), to such account as that Party may notify to the Agent by not less than five Business Days' notice with a bank specified by that Party in the principal financial centre of the country of that currency (or, in relation to euro, in the principal financial centre of a Participating Member State or London, as specified by that Party).

26.3 Distributions to the Borrower

The Agent may (with the consent of the Borrower or in accordance with Clause 27 (*Set-Off*)) apply any amount received by it for the Borrower in or towards payment (on the date and in the currency and funds of receipt) of any amount due from the Borrower under the Finance Documents or in or towards purchase of any amount of any currency to be so applied.

26.4 Clawback and Pre-Funding

- (a) Where a sum is to be paid to the Agent under the Finance Documents for another Party, the Agent is not obliged to pay that sum to that other Party (or to enter into or perform any related exchange contract) until it has been able to establish to its satisfaction that it has actually received that sum.
- (b) Unless paragraph (c) below applies, if the Agent pays an amount to another Party and it proves to be the case that the Agent had not actually received that amount, then the Party to whom that amount (or the proceeds of any related exchange contract) was paid by the Agent shall on demand refund the same to the Agent together with interest on that amount from the date of payment to the date of receipt by the Agent, calculated by the Agent to reflect its cost of funds.
- (c) If the Agent has notified the Lenders that it is willing to make available amounts for the account of the Borrower before receiving funds from the Lenders then if and to the extent

that the Agent does so but it proves to be the case that it does not then receive funds from a Lender in respect of a sum which it paid to the Borrower:

- (i) the Agent shall notify the Borrower of that Lender's identity and the Borrower shall on demand refund it to the Agent; and
- (ii) the Lender by whom those funds should have been made available or, if that Lender fails to do so, the Borrower, shall on demand pay to the Agent the amount (as certified by the Agent) which will indemnify the Agent against any funding cost incurred by it as a result of paying out that sum before receiving those funds from that Lender.

26.5 Partial Payments

- (a) If the Agent receives a payment that is insufficient to discharge all the amounts then due and payable by the Borrower under the Finance Documents, the Agent shall apply that payment towards the obligations of the Borrower under the Finance Documents in the following order:
 - (i) **first**, in or towards payment *pro rata* of any unpaid amount owing to the Agent under the Finance Documents;
 - (ii) **secondly**, in or towards payment *pro rata* of any accrued interest, fee or commission due but unpaid under this Agreement;
 - (iii) **thirdly**, in or towards payment *pro rata* of any principal due but unpaid under this Agreement; and
 - (iv) **fourthly**, in or towards payment *pro rata* of any other sum due but unpaid under the Finance Documents.
- (b) The Agent shall, if so directed by the Majority Lenders, vary the order set out in paragraphs (a)(ii) to (a)(iv) above.
- (c) Paragraphs (a) and (b) above will override any appropriation made by the Borrower.

26.6 No Set-Off by the Borrower

All payments to be made by the Borrower under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

26.7 Business Days

- (a) Any payment under the Finance Documents which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).
- (b) During any extension of the due date for payment of any principal or Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

26.8 Currency of Account

- (a) Subject to paragraphs (b) to (e) below, EUR is the currency of account and payment for any sum due from the Borrower under any Finance Document.

- (b) A repayment of a Loan or Unpaid Sum or a part of a Loan or Unpaid Sum shall be made in the currency in which that Loan or Unpaid Sum is denominated, pursuant to this Agreement, on its due date.
- (c) Each payment of interest shall be made in the currency in which the sum in respect of which the interest is payable was denominated, pursuant to this Agreement, when that interest accrued.
- (d) Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.
- (e) Any amount expressed to be payable in a currency other than EUR shall be paid in that other currency.

26.9 Change of Currency

- (a) Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:
 - (i) any reference in the Finance Documents to, and any obligations arising under the Finance Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Agent (after consultation with the Borrower); and
 - (ii) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Agent (acting reasonably).
- (b) If a change in any currency of a country occurs, this Agreement will, to the extent the Agent (acting reasonably and after consultation with the Borrower and if in relation to determination of the applicable exchange rate the relevant exchange rate is set by any applicable regulation such exchange rate shall apply) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the Relevant Market and otherwise to reflect the change in currency.

26.10 Disruption to Payment Systems etc.

If either the Agent determines (in its discretion) that a Disruption Event has occurred or the Agent is notified by the Borrower that a Disruption Event has occurred:

- (a) the Agent may, and shall if requested to do so by the Borrower, consult with the Borrower with a view to agreeing with the Borrower such changes to the operation or administration of the Facility as the Agent may deem necessary in the circumstances;
- (b) the Agent shall not be obliged to consult with the Borrower in relation to any changes mentioned in paragraph (a) above if, in its opinion, it is not practicable to do so in the circumstances and, in any event, shall have no obligation to agree to such changes;
- (c) the Agent may consult with the Finance Parties in relation to any changes mentioned in paragraph (a) above but shall not be obliged to do so if, in its opinion, it is not practicable to do so in the circumstances;

- (d) any such changes agreed upon by the Agent and the Borrower shall (whether or not it is finally determined that a Disruption Event has occurred) be binding upon the Parties as an amendment to (or, as the case may be, waiver of) the terms of the Finance Documents notwithstanding the provisions of Clause 32 (*Amendments and Waivers*);
- (e) the Agent shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever (including, without limitation for negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) arising as a result of its taking, or failing to take, any actions pursuant to or in connection with this Clause 26.10; and
- (f) the Agent shall notify the Finance Parties of all changes agreed pursuant to paragraph (d) above.

27. Set-Off

A Finance Party may set off any matured obligation due from the Borrower under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to the Borrower, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at the Spot Rate of Exchange (or, if not available for the relevant currencies, a market rate of exchange in its usual course of business) for the purpose of the set-off.

28. Notices

28.1 Communications in Writing

Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be made by letter or e-mail.

28.2 Addresses

The address (and the department or officer, if any, 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 the Finance Documents is:

- (a) in the case of the Borrower, that identified with its name below;
- (b) in the case of each Lender, that notified in writing to the Agent on or prior to the date on which it becomes a Party; and
- (c) in the case of the Agent, that identified with its name below,

or any substitute address or department or officer as the Party may notify to the Agent (or the Agent may notify to the other Parties, if a change is made by the Agent) by not less than five Business Days' notice.

28.3 Delivery

- (a) Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective, if by way of letter, when it has been left at the relevant address or five Business Days (or 15 Business Days if the relevant Party is not a Czech entity) after being deposited in the post postage prepaid in an

envelope addressed to it at that address and, if a particular department or officer is specified as part of its address details provided under Clause 28.2 (*Addresses*), if addressed to that department or officer.

- (b) Any communication or document to be made or delivered to the Agent will be effective only when actually received by the Agent and then only if it is expressly marked for the attention of the department or officer identified with the Agent's signature below (or any substitute department or officer as the Agent shall specify for this purpose).
- (c) All notices from or to the Borrower shall be sent through the Agent.
- (d) Any communication or document which becomes effective, in accordance with paragraphs (a) to (c) above, after 5:00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

28.4 Notification of Address

Promptly upon changing its address, the Agent shall notify the other Parties.

28.5 Electronic Communication

- (a) Any communication or document to be made or delivered by one Party to another under or in connection with the Finance Documents may be made or delivered by electronic mail or other electronic means (including, without limitation, by way of posting to a secure website).
- (b) Any such electronic communication or delivery as specified in paragraph (a) above made or delivered by one Party to another will be effective only when actually received (or made available) in readable form and in the case of any electronic communication or document made or delivered by a Party to the Agent only if it is addressed in such a manner as the Agent shall specify for this purpose.
- (c) Any electronic communication or document which becomes effective, in accordance with paragraph (b) above, after 5:00 p.m. in the place in which the Party to whom the relevant communication or document is sent or made available has its address for the purpose of this Agreement shall be deemed only to become effective on the following day.
- (d) Any reference in a Finance Document to a communication being sent or received or a document being delivered shall be construed to include that communication or document being made available in accordance with this Clause 28.5.

28.6 Non-encrypted Communication

- (a) The Parties agree to make any communication or deliver any document under or in connection with the Finance Documents towards each other in a non-encrypted manner, i.e. not secured by a password.
- (b) A Finance Party is not liable for any damage caused by data leakage from non-encrypted electronic communication because the electronic communication networks used for sending messages by electronic communication are not under direct control of a Finance Party.
- (c) Without prejudice to paragraph (a) above, a Finance Party is allowed to make any communication or deliver any document under or in connection with the Finance Documents to other Party in a secured manner, if such Finance Party deems it fit.

28.7 English Language

- (a) Any notice given under or in connection with any Finance Document must be in English or Czech language as long as each of the Finance Parties has its official seat in the Czech Republic.
- (b) All other documents provided under or in connection with any Finance Document must be:
 - (i) in English; or
 - (ii) if not in English, and if so required by the Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

29. Calculations and Certificates

29.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by a Finance Party are *prima facie* evidence of the matters to which they relate.

29.2 Certificates and Determinations

Any certification or determination by a Finance Party of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

29.3 Day Count Convention

Any interest, commission or fee accruing under a Finance Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 360 days or, in any case where the practice in the Relevant Market differs, in accordance with that market practice.

29.4 Causing Third Party to Perform

- (a) If in a Finance Document the Borrower is obliged to “cause” a third party to provide performance to a Finance Party (or similarly is obliged to “procure” or “ensure” that a third party shall perform or shall refrain from any action), such arrangement shall be interpreted to mean that based on same, the Borrower undertakes that such third party shall fulfil whatever was agreed within the meaning of the second sentence of Section 1769 of the Civil Code, and the Borrower shall compensate the Finance Parties for any damage incurred by them in the absence of fulfilment. The provision of the first sentence of Section 1769 of the Civil Code shall not apply to the extent it might limit the scope of the Borrower’s obligations under the preceding sentence.
- (b) Without prejudice to paragraph (a) above and unless specified to the contrary herein the use of the word “**ensure**” or “**procure**” in relation to the obligations of a person (for the purposes of this paragraph “person A”) who is a shareholder, owner or otherwise controls another person (for the purposes of this paragraph “person B”) shall mean an obligation on the part of person A to exercise all of its rights and powers in relation to person B in order to cause person B to do or take such action as person A has undertaken to bring about, furthermore, for the avoidance of doubt, when person A is a shareholder in person B “ensure” or “procure” shall include without limitation the exercise by person A of its right

to call extraordinary general meetings, propose motions at said meetings, vote at said meetings as well as propose the removal or appointment of management.

29.5 No Liability for Advice

Nothing in the Finance Documents shall be construed to mean or imply that any Finance Party provides the Borrower or any other person that is a party to any Finance Document with any legal, tax, accounting or investment advisory service or any advisory services concerning their business or their investment or business strategy or other issues. Unless otherwise agreed in writing, no Finance Party is obliged to inform such persons or provide them with advisory services concerning foreign exchange rate fluctuations, interest rates, value of entrusted things or securities or book-entry securities. Any information provided to such persons under or in connection with the Finance Documents shall not constitute advice within the meaning of Section 2950 of the Civil Code. No Finance Party guarantees the completeness and correctness of information disclosed to such persons. The provisions of this Clause 29.5 (*No Liability for Advice*) shall not apply to the extent to which a Finance Party is obliged to provide information or advice under a contract or other legal title.

29.6 Liability of Finance Parties

- (a) Except as expressly stated by the Finance Documents otherwise, a Finance Party shall be liable for the actual and predictable damage caused to the Borrower by the violation of that Finance Party's obligations, provided that such damage is caused wilfully or due to gross negligence of a Finance Party.
- (b) No Finance Party shall be liable for any damage arising as a result of performance of the obligations imposed on it or its Affiliate by national or foreign authorities, administrative or regulatory authorities, rejection or delayed issuance of required permits by authorities, as a result of force majeure, resurrection, riots, war, natural disasters, international sanctions binding on that Finance Party or its Affiliate, performance of any statutory obligation of that Finance Party or any other legal entity from its group, or as a result of any other events for which a Finance Party is not liable (e.g., strike, lockout, traffic jam, war events, revolution, natural disasters or other circumstances which that Finance Party cannot influence), and for damage resulting from events for which that Finance Party cannot be held liable, or damage resulting from the conduct of the Borrower or third parties.

29.7 Authorisation

If any provision of a Finance Document authorises a Finance Party to act on behalf of the Borrower, the Borrower may cancel such authorisation only due to wilful misconduct of that Finance Party resulting in substantial violation of an obligation from the respective Finance Document. The Borrower represents it is aware of a potential conflict of interests of the Finance Parties and the Borrower in connection with such authorisation.

29.8 Statutory Limitation Period

The Parties agree pursuant to Clause 630 (1) of the Civil Code that the statutory limitation period for any right of a Party under the Finance Documents shall be 15 years after the date on which a Party was for the first time entitled to claim such right.

30. Partial Invalidity

If, at any time, any provision of a Finance Document is or becomes void, illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

31. Remedies and Waivers

No failure to exercise, nor any delay in exercising, on the part of any Finance Party, any right or remedy under a Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any of the Finance Documents. No election to affirm any Finance Document on the part of any Finance Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in each Finance Document are cumulative and not exclusive of any rights or remedies provided by law.

32. Amendments and Waivers

32.1 Required Consents

- (a) Subject to Clause 32.2 (*All Lender Matters*) and Clause 32.3 (*Other Exceptions*) any term of the Finance Documents may be amended or waived only with the consent of the Majority Lenders and the Borrower and any such amendment or waiver will be binding on all Parties.
- (b) The Agent may effect, on behalf of any Finance Party, any amendment or waiver permitted by this Clause 32.
- (c) Paragraph (c) of Clause 21.7 (*Pro Rata Interest Settlement*) shall apply to this Clause 32.

32.2 All Lender Matters

Subject to Clause 32.4 (*Replacement of Screen Rate*) an amendment or waiver of any term of any Finance Document that has the effect of changing or which relates to:

- (a) the definitions of “Majority Lenders” and “Letter of Support” in Clause 1.1 (*Definitions*);
- (b) an extension to the date of payment of any amount under the Finance Documents;
- (c) a reduction in the Margin or a reduction in the amount of any payment of principal, interest, fees or commission payable;
- (d) a change in currency of payment of any amount under the Finance Documents;
- (e) an increase in any Commitment, an extension of the Availability Period or any requirement that a cancellation of Commitments reduces the Commitments of the Lenders rateably;
- (f) a change to the Borrower;
- (g) any provision which expressly requires the consent of all the Lenders; or
- (h) Clause 2.2 (*Finance Parties’ Rights and Obligations*), Clause 5.1 (*Delivery of a Utilisation Request*), Clause 7.1 (*Illegality*), Clause 7.2 (*Change of Control*), Clause 7.8 (*Application of Prepayments*), Clause 17.18 (*Sanctions*), Clause 17.19 (*Anti-money laundering and*

Anti-corruption laws), Clause 19.8 (*Sanctions*), Clause 19.9 (*Anti-money laundering and Anti-corruption laws*), Clause 20.11 (*Sanctions*), Clause 20.12 (*Anti-money laundering laws and Anti-corruption laws*), Clause 21 (*Changes to the Lenders*), Clause 22 (*Changes to the Borrower*), Clause 25 (*Sharing among the Finance Parties*), this Clause 32, Clause 36 (*Governing Law*) or Clause 37 (*Jurisdiction*),

shall not be made without the prior consent of all the Lenders.

32.3 Other Exceptions

An amendment or waiver which relates to the rights or obligations of the Agent, the Bookrunner, the Underwriter or the Mandated Lead Arranger may not be effected without the consent of the Agent, the Bookrunner, the Underwriter or the Mandated Lead Arranger, as the case may be.

32.4 Replacement of Screen Rate

(a) Subject to Clause 32.3 (*Other Exceptions*), if a Screen Rate Replacement Event has occurred in relation to any Screen Rate for euros, any amendment or waiver which relates to:

(i) providing for the use of a Replacement Benchmark in relation to euro in place of the Screen Rate; and

(ii)

(A) aligning any provision of any Finance Document to the use of that Replacement Benchmark;

(B) enabling that Replacement Benchmark to be used for the calculation of interest under this Agreement (including, without limitation, any consequential changes required to enable that Replacement Benchmark to be used for the purposes of this Agreement);

(C) implementing market conventions applicable to that Replacement Benchmark;

(D) providing for appropriate fallback (and market disruption) provisions for that Replacement Benchmark; or

(E) adjusting the pricing to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from one Party to another as a result of the application of that Replacement Benchmark (and if any adjustment or method for calculating any adjustment has been formally designated, nominated or recommended by the Relevant Nominating Body, the adjustment shall be determined on the basis of that designation, nomination or recommendation),

may be made with the consent of the Agent (acting on the instructions of the Majority Lenders) and the Borrower.

(b) If any Lender fails to respond to a request for an amendment or waiver described in, or for any other vote of Lenders in relation to, paragraphs (a) above within 20 Business Days (or

such longer time period in relation to any request which the Borrower and the Agent may agree) of that request being made:

- (i) its Commitment(s) shall not be included for the purpose of calculating the Total Commitments when ascertaining whether any relevant percentage of Total Commitments has been obtained to approve that request; and
- (ii) its status as a Lender shall be disregarded for the purpose of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve that request.

(c) In this Clause 32.4:

“Relevant Nominating Body” means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them or the Financial Stability Board.

“Replacement Benchmark” means a benchmark rate which is:

- (i) formally designated, nominated or recommended as the replacement for a Screen Rate by:
 - (A) the administrator of the Screen Rate (*provided that* the market or economic reality that such benchmark rate measures is the same as that measured by the Screen Rate); or
 - (B) any Relevant Nominating Body,and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the “Replacement Benchmark” will be the replacement under paragraph (B) above;
- (ii) in the opinion of the Majority Lenders and the Borrower, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to the Screen Rate; or
- (iii) in the opinion of the Majority Lenders and the Borrower, an appropriate successor to the Screen Rate.

“Screen Rate Replacement Event” means:

- (i) the methodology, formula or other means of determining the Screen Rate has, in the opinion of the Majority Lenders and the Borrower, materially changed;
- (ii)
 - (A)
 - (1) the administrator of the Screen Rate or its supervisor publicly announces that such administrator is insolvent; or
 - (2) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of the Screen Rate is insolvent,

provided that, in each case, at that time, there is no successor administrator to continue to provide the Screen Rate;

- (B) the administrator of the Screen Rate publicly announces that it has ceased or will cease to provide that Screen Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide the Screen Rate;
 - (C) the supervisor of the administrator of the Screen Rate publicly announces that the Screen Rate has been or will be permanently or indefinitely discontinued; or
 - (D) the administrator of the Screen Rate or its supervisor announces that the Screen Rate may no longer be used;
 - (E) the supervisor of the administrator of the Screen Rate makes a public announcement or publishes information:
 - (1) stating that the Screen Rate is no longer or, as of a specified future date will no longer be, representative of the underlying market or economic reality that it is intended to measure and that representativeness will not be restored (as determined by such supervisor); and
 - (2) with awareness that any such announcement or publication will engage certain triggers for fallback provisions in contracts which may be activated by any such pre-cessation announcement or publication; or
- (iii) the administrator of the Screen Rate determines that the Screen Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and either:
- (A) the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Majority Lenders and the Borrower) temporary; or
 - (B) the Screen Rate is calculated in accordance with any such policy or arrangement for a period no less than 10 Business Days; or
- (iv) in the opinion of the Majority Lenders and the Borrower, the Screen Rate is otherwise no longer appropriate for the purposes of calculating interest under this Agreement.

33. Confidential Information

33.1 Confidentiality

Each Finance Party agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by Clause 33.2 (*Disclosure of Confidential Information*) and Clause 33.4 (*Disclosure to Numbering Service Providers*), and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.

33.2 Disclosure of Confidential Information

Any Finance Party may, as needed in connection with its participation in the Facility and providing the financing to the Borrower thereunder, disclose:

- (a) to any of its Affiliates and Related Funds and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives such Confidential Information as that Finance Party shall reasonably consider necessary if any person to whom the Confidential Information is to be given pursuant to this paragraph (a) is informed in writing of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;
- (b) to any person:
 - (i) to (or through) whom it assigns or transfers (or intends to assign or transfer) all or any of its rights and/or obligations under one or more Finance Documents or which succeeds (or which may potentially succeed) it as Agent and, in each case, to any of that person's Affiliates, Related Funds, Representatives and professional advisers;
 - (ii) with (or through) whom it enters into (or intends to enter into), whether directly or indirectly, any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to, one or more Finance Documents and/or the Borrower and to any of that person's Affiliates, Related Funds, Representatives and professional advisers;
 - (iii) appointed by any Finance Party or by a person to whom paragraph (i) or (ii) above applies to receive communications, notices, information or documents delivered pursuant to the Finance Documents on its behalf (including, without limitation, any person appointed under paragraph (b) of Clause 23.14 (*Relationship with the Lenders*));
 - (iv) who invests in or otherwise finances (or intends to invest in or otherwise finance), directly or indirectly, any transaction referred to in paragraph (i) or (ii) above;
 - (v) to whom information is required to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation;
 - (vi) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes;
 - (vii) to whom or for whose benefit that Finance Party charges, assigns or otherwise creates Security (or may do so) pursuant to Clause 21.6 (*Security Over Lenders' Rights*);
 - (viii) credit risk protection providers and (re-)insurers;
 - (ix) who is a Party; or

(x) with the prior written consent of the Borrower;

in each case, such Confidential Information as that Finance Party shall reasonably consider necessary if:

- (A) in relation to paragraphs (i), (ii) and (iii) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking except that there shall be no requirement for a Confidentiality Undertaking if the recipient is a professional adviser and is subject to professional obligations to maintain the confidentiality of the Confidential Information;
 - (B) in relation to paragraph (iv), (vii) and (viii) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking or is otherwise bound by requirements of confidentiality in relation to the Confidential Information they receive and is informed that some or all of such Confidential Information may be price-sensitive information;
 - (C) in relation to paragraphs (v) and (vi) above, the person to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of that Finance Party, it is not practicable so to do in the circumstances;
- (c) to any person appointed by that Finance Party or by a person to whom paragraph (b)(i) or (b)(ii) above applies to provide administration or settlement services in respect of one or more of the Finance Documents including without limitation, in relation to the trading of participations in respect of the Finance Documents, such Confidential Information as may be required to be disclosed to enable such service provider to provide any of the services referred to in this paragraph (c) if the service provider to whom the Confidential Information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Borrower and the relevant Finance Party; and
- (d) to any rating agency (including its professional advisers) such Confidential Information as may be required to be disclosed to enable such rating agency to carry out its normal rating activities in relation to the Finance Documents and/or the Borrower if the rating agency to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information.

Nothing in any Finance Document shall prevent disclosure of any Confidential Information or other matter to the extent that preventing that disclosure would otherwise cause any transaction contemplated by the Finance Documents or any transaction carried out in connection with any transaction contemplated by the Finance Documents to become an arrangement described in Part II A 1 of Annex IV of DAC6.

33.3 Publicity/Announcements

- (a) All publicity in connection with this Agreement shall be managed by the Borrower or the Agent in consultation with the other Parties. The Borrower shall have the right to

determine, at its sole discretion, which parts of this Agreement and/or other Finance Documents, if any, are to be redacted or otherwise excluded from publication in the Register of the Contracts.

- (b) Other than as set forth in Clause 34 (*Confidentiality of Funding Rates*), the Borrower shall not be bound by any duty of confidentiality under and/or in respect of this Agreement and/or other Finance Documents and, for the avoidance doubt, has a right to provide a copy of this Agreement and/or other Finance Documents to any public authority, whether for purposes of obtaining the EC Decision or otherwise.
- (c) The Finance Parties may use the transaction contemplated hereby as well as the Borrower's corporate logos for league table and marketing purposes only with a prior written consent of the Borrower.

33.4 Disclosure to Numbering Service Providers

- (a) Any Finance Party may, as needed in connection with its participation in the Facility and providing the financing to the Borrower thereunder, disclose to any national or international numbering service provider appointed by that Finance Party to provide identification numbering services in respect of this Agreement, the Facility and/or the Borrower the following information:
 - (i) name of the Borrower;
 - (ii) country of domicile of the Borrower;
 - (iii) place of incorporation of the Borrower;
 - (iv) the Signing Date;
 - (v) Clause 36 (*Governing Law*);
 - (vi) the name of the Agent, the Bookrunner, the Underwriter and the Mandated Lead Arranger;
 - (vii) date of each amendment and restatement of this Agreement;
 - (viii) amount of, and name of, the Facility;
 - (ix) amount of Total Commitments;
 - (x) currencies of the Facility;
 - (xi) type of Facility;
 - (xii) ranking of Facility;
 - (xiii) Termination Date for the Facility;
 - (xiv) changes to any of the information previously supplied pursuant to paragraphs (i) to (xiii) above; and
 - (xv) such other information agreed between such Finance Party and the Borrower, to enable such numbering service provider to provide its usual syndicated loan numbering identification services.

- (b) The Parties acknowledge and agree that each identification number assigned to this Agreement, the Facility and/or the Borrower by a numbering service provider and the information associated with each such number may be disclosed to users of its services in accordance with the standard terms and conditions of that numbering service provider.
- (c) The Borrower represents that none of the information set out in paragraphs (i) to (xv) of paragraph (a) above is, nor will at any time be, unpublished price-sensitive information.
- (d) The Agent shall notify the Borrower and the other Finance Parties of:
 - (i) the name of any numbering service provider appointed by the Agent in respect of this Agreement, the Facility and/or the Borrower; and
 - (ii) the number or, as the case may be, numbers assigned to this Agreement, the Facility and/or the Borrower by such numbering service provider.

33.5 Entire Agreement

This Clause 33 constitutes the entire agreement between the Parties in relation to the obligations of the Finance Parties under the Finance Documents regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.

33.6 Inside Information

Each of the Finance Parties acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and each of the Finance Parties undertakes not to use any Confidential Information for any unlawful purpose.

33.7 Notification of Disclosure

Each of the Finance Parties agrees (to the extent permitted by law and regulation) to inform the Borrower:

- (a) of the circumstances of any disclosure of Confidential Information made pursuant to paragraph (b)(v) of Clause 33.2 (*Disclosure of Confidential Information*) except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and
- (b) upon becoming aware that Confidential Information has been disclosed in breach of this Clause 33.

33.8 Continuing Obligations

The obligations in this Clause 33 are continuing and, in particular, shall survive and remain binding on each Finance Party for a period of 12 months from the earlier of:

- (a) the date on which all amounts payable by the Borrower under or in connection with this Agreement have been paid in full and all Commitments have been cancelled or otherwise cease to be available; and
- (b) the date on which such Finance Party otherwise ceases to be a Finance Party.

34. Confidentiality of Funding Rates

34.1 Confidentiality and Disclosure

- (a) The Agent and the Borrower agree to keep each Funding Rate confidential and not to disclose it to anyone, save to the extent permitted by paragraphs (b) and (c) below.
- (b) The Agent may disclose any Funding Rate to:
 - (i) the Borrower pursuant to Clause 8.4 (*Notification of Rates of Interest*); and
 - (ii) any person appointed by it to provide administration services in respect of one or more of the Finance Documents to the extent necessary to enable such service provider to provide those services if the service provider to whom that information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Agent and the relevant Lender, as the case may be.
- (c) The Agent and the Borrower may disclose any Funding Rate to:
 - (i) any of its Affiliates and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives if any person to whom that Funding Rate is to be given pursuant to this paragraph (i) is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of that Funding Rate or is otherwise bound by requirements of confidentiality in relation to it;
 - (ii) any person to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation if the person to whom that Funding Rate is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Agent or the Borrower, as the case may be, it is not practicable to do so in the circumstances;
 - (iii) any person to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes if the person to whom that Funding Rate is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Agent or the Borrower, as the case may be, it is not practicable to do so in the circumstances; and
 - (iv) any person with the consent of the relevant Lender.

34.2 Related Obligations

- (a) The Agent and the Borrower acknowledge that each Funding Rate is or may be price-sensitive information and that its use may be regulated or prohibited by applicable

legislation including securities law relating to insider dealing and market abuse and the Agent and the Borrower undertake not to use any Funding Rate for any unlawful purpose.

- (b) The Agent and the Borrower agree (to the extent permitted by law and regulation) to inform the relevant Lender:
 - (i) of the circumstances of any disclosure made pursuant to paragraph (c)(ii) of Clause 34.1 (*Confidentiality and Disclosure*) except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and
 - (ii) upon becoming aware that any information has been disclosed in breach of this Clause 34.

34.3 No Event of Default

No Event of Default will occur under Clause 20.2 (*Other Obligations*) by reason only of the Borrower failure to comply with this Clause 34.

35. Bail-in

35.1 Contractual recognition of Bail-In

Notwithstanding any other term of any Finance Document or any other agreement, arrangement or understanding between the Parties, each Party acknowledges and accepts that any liability of any Party to any other Party under or in connection with the Finance Documents may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

- (a) any Bail-In Action in relation to any such liability, including (without limitation):
 - (i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;
 - (ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and
 - (iii) a cancellation of any such liability; and
- (b) a variation of any term of any Finance Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

Section 11

Governing Law and Enforcement

36. Governing Law

- (a) This Agreement and any non-contractual obligations arising out of or in connection with it are governed by laws of the Czech Republic.
- (b) The Parties agree that the provisions of Sections 558 (2) (to the extent in which it stipulates that business practice prevails over a non-mandatory provision of law), 1126 – 1137, 1139, 1400 – 1474, 1740 (3), 1748, 1799, 1800, 1868, 1873, 1871 (2), 1913, 1931 (second sentence), 1932, 1933, 1936 (1), 1937 (2), 1950, 1951, 1952 (2), 1970 (for the avoidance of doubt, such exclusion is made without affecting provisions of Clause 8.3 (*Default interest*)), 1971, 1978 (2), 1980, 1995 (2), 2396 – 2400 and 2438 of the Civil Code shall not apply to this Agreement.
- (c) The Parties shall bear the risk of a change of circumstances within the meaning of Section 1765(2) of the Civil Code.
- (d) The Parties are not entitled to terminate this Agreement pursuant to Section 2000 (1) of the Civil Code.

37. Jurisdiction

Each Party irrevocably agrees that, unless the law provides that another court has exclusive jurisdiction, the court in Prague 1, Czech Republic, shall have local jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Agreement and, for such purposes, irrevocably submits to the jurisdiction of that court.

38. Register of Contracts

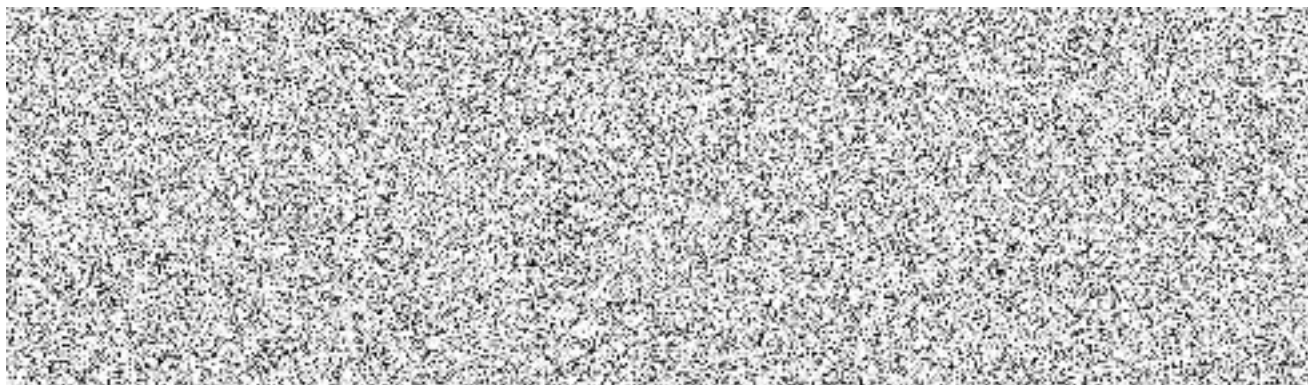
This Agreement becomes effective as of the moment of its publication in the Register of Contracts pursuant to the provisions of the Register of Contracts Act.

This Agreement has been entered into and signed by the Parties on the date stated next to their signatures below.

Signatories

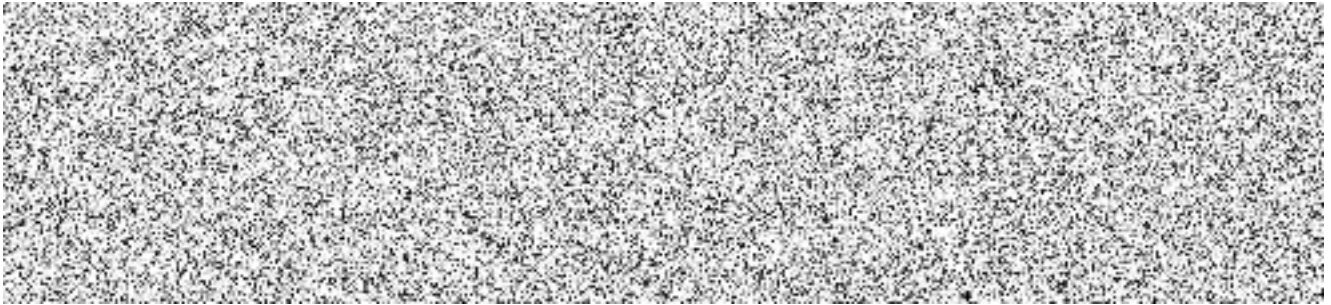
Borrower

Elektrárna Dukovany II, a. s.



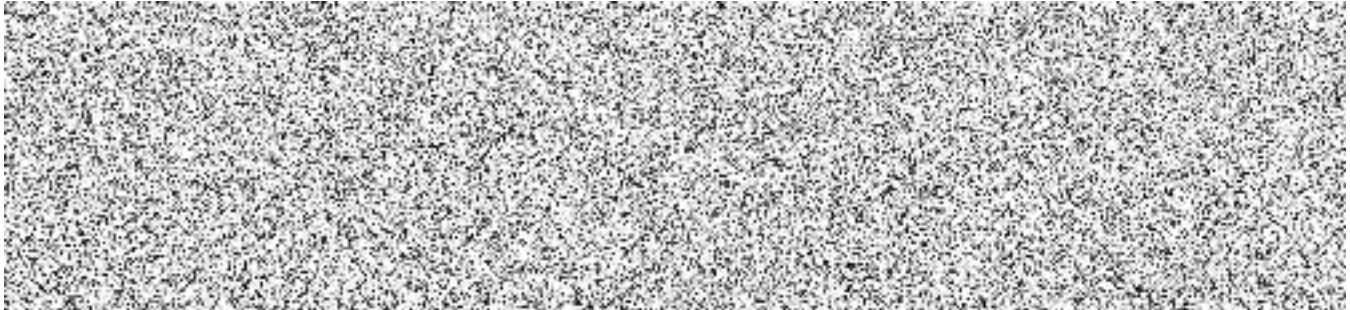
Agent

Komerční banka, a.s.



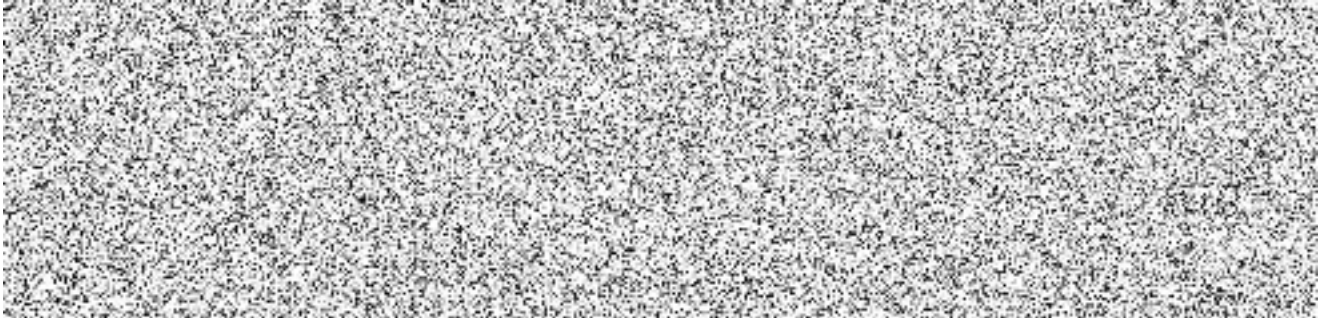
Mandated Lead Arranger

Komerční banka, a.s.



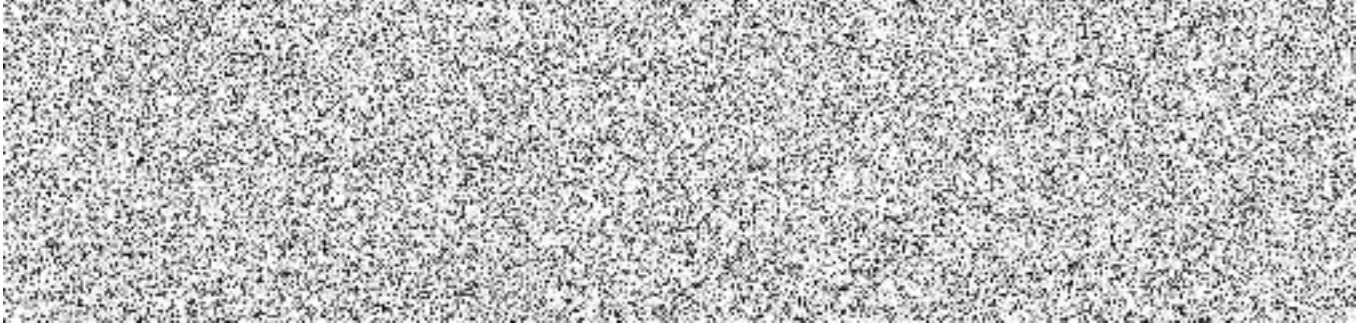
Bookrunner

Komerční banka, a.s.



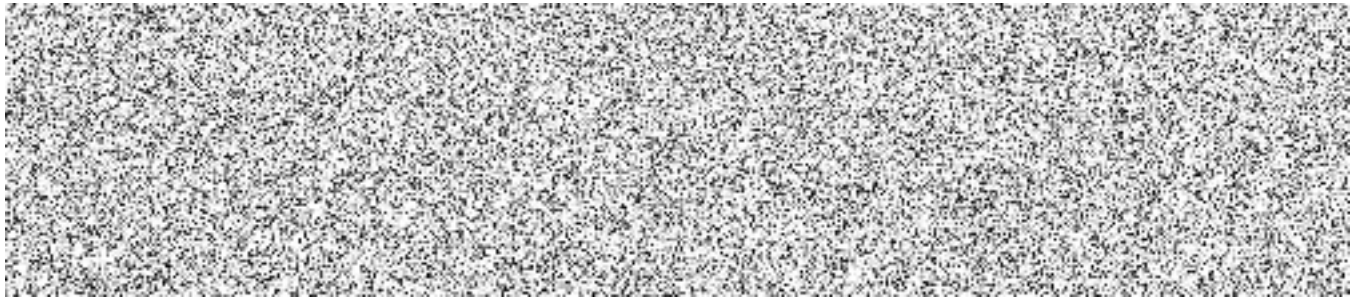
Underwriter

Komerční banka, a.s.




Original Lender

Komerční banka, a.s.



Schedule 1

The Original Lender

<u>Name of Original Lender</u>	<u>Commitment (EUR)</u>
Komerční banka, a.s.	

Schedule 2

Conditions Precedent

1. Borrower

- (a) A copy of the constitutional documents and commercial register extract of the Borrower.
- (b) A copy of a resolution of the board of directors and resolution of the supervisory board of the Borrower, in case of the board of directors approving the terms of, and the transactions contemplated by, the Finance Documents and resolving that it execute the Finance Documents to which it is a party, and in case of the supervisory board giving its prior opinion (*předchozí stanovisko*).
- (c) List of authorised persons to sign the Finance Documents and other related documents, including the Utilisation Requests.
- (d) A specimen of the signature of each person authorised on behalf of the Borrower to execute any Finance Document or to sign or send any document or notice in connection with any Finance Document.
- (e) A certificate of the Borrower (signed by an authorized signatory) confirming that borrowing the Total Commitments would not cause any borrowing, guaranteeing or similar limit binding on the Borrower to be exceeded.
- (f) A certificate of an authorised signatory of the Borrower certifying that each copy document relating to it specified in this Schedule 2 is correct, complete and in full force and effect as at a date no earlier than the Signing Date.

2. Legal Opinion

A copy of a legal opinion of:

- (a) White & Case, s.r.o., advokátní kancelář, the legal advisers to the Agent in the Czech Republic regarding the validity and enforceability of this Agreement; and
- (b) Skills s.r.o. advokátní kancelář, legal advisers to the Borrower in the Czech Republic regarding the capacity of the Borrower to enter into to the Finance Documents to which it is a party,

in each case substantially in the form distributed to the Original Lender prior to signing this Agreement.

3. Finance Documents

- (a) This Agreement executed by the Borrower.
- (b) The Fee Letter(s) executed by the Borrower.

4. Other

- (a) Evidence of the publication of this Agreement in the Register of Contracts pursuant to the provisions of the Register of Contracts Act.
- (b) A copy of the Original Financial Statements.

- (c) A copy of the Letter of Support.
- (d) Evidence of compliance by the Borrower with the obligation set out under Clause 19.17 (*Financial Covenant*).
- (e) All documents and information reasonably requested by a Finance Party (through the Agent) in relation to the Borrower or any of its shareholders for the purposes of satisfaction of all “*know your customer*” checks.
- (f) Evidence that the costs and expenses then due from the Borrower pursuant to Clause 12.6 (*Stamp Taxes*) and Clause 16 (*Costs and Expenses*), as applicable, have been paid or will be paid by the first Utilisation Date.
- (g) A copy of any other Authorisation or other document, opinion or assurance which the Agent considers to be necessary or desirable (if it has notified the Borrower accordingly prior to entering into this Agreement) in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document.

Schedule 3

Utilisation Request

From: *[Borrower]*

To: *[Agent]*

Dated:

Dear Sirs

**Elektrárna Dukovany II, a. s. –Facility Agreement
dated __ August 2025 (the “Agreement”)**

1. We refer to the Agreement. This is a Utilisation Request. Terms defined in the Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.
2. We wish to borrow a Loan on the following terms:

Proposed Utilisation Date:	<i>[●]</i> (or, if that is not a Business Day, the next Business Day)
Currency of Loan:	EUR
Amount:	<i>[●]</i> or, if less, the Available Facility
Interest Period:	<i>[one]/[three]/[six]</i> Months
3. We confirm that each condition specified in Clause 4.2 (*Further Conditions Precedent*) of the Agreement is satisfied on the date of this Utilisation Request.
4. The proceeds of this Loan should be credited to *[account]*.
5. This Utilisation Request is irrevocable.

Yours faithfully

authorised signatory for
[name of Borrower]

Schedule 4

Form of Transfer Agreement

To: [Agent]

From: [The Existing Lender] (the “Existing Lender”) and [The New Lender] (the “New Lender”)

Dated:

Elektrárna Dukovany II, a. s. –Facility Agreement dated __ August 2025 (the “Facility Agreement”)

1. We refer to the Facility Agreement. This agreement (the “Agreement”) shall take effect as a Transfer Agreement for the purpose of the Facility Agreement. Terms defined in the Facility Agreement have the same meaning in this Agreement unless given a different meaning in this Agreement.
2. We refer to Clause 21.2 (*Procedure for Assignment or Transfer*) of the Facility Agreement:
 - (a) The Existing Lender and the New Lender agree to the Existing Lender transferring to the New Lender in accordance with Clause 21.2 (*Procedure for Assignment or Transfer*) of the Facility Agreement all of the Existing Lender’s rights and obligations under the Facility Agreement and the other Finance Documents which relate to that portion of the Existing Lender’s Commitment(s) and participations in Loans under the Facility Agreement as specified in the Schedule to this Agreement.
 - (b) The *proposed* Transfer Date is [●].
 - (c) The Facility Office and address and attention details for notices of the New Lender for the purposes of Clause 28.2 (*Addresses*) of the Facility Agreement are set out in the Schedule.
 - (d) This Agreement is subject to publication in the Register of Contracts. This Agreement shall be automatically cancelled and cease to have any legal effect if the Existing Lender and the New Lender have not been notified by the Agent, at least one Business Day prior to the *proposed* Transfer Date, that this Agreement has been executed by the Agent and published in the Register of Contracts (regardless whether due to this Agreement not being published in the Register of Contracts or for any other reason).
 - (e) The New Lender expressly acknowledges the exclusions of the Agent’s liability set out in Clause 23.10 (*Exclusion of Liability*) of the Facility Agreement.
3. The New Lender expressly acknowledges the limitations on the Existing Lender’s obligations set out in paragraph (c) of Clause 21.4 (*Limitation of Responsibility of Existing Lenders*) of the Facility Agreement.
4. This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

5. The New Lender confirms, for the benefit of the Agent and without liability to the Borrower, that it is:
- (a) [a *Qualifying* Lender (other than a Treaty Lender);]
 - (b) [a *Treaty* Lender;]
 - (c) [not a Qualifying Lender].¹
6. This Agreement and any non-contractual obligations arising out of or in connection with it are governed by Czech law.
7. This Agreement has been entered into on the date stated at the beginning of this Agreement.

[Existing Lender]

[New Lender]

By:

By:

Date:

Date:

¹ Delete as applicable. Each New Lender is required to confirm which of these three categories it falls within.

Agreed and accepted as of the date set forth below:

Agent (on its own behalf and on behalf of other Finance Parties)

By:

By:

Date:

Date:

Agreed and accepted as of the date set forth below:

[Borrower]

By:

Date:

Schedule to Transfer Agreement
Commitment/Rights and Obligations to be Assigned and Transferred

1. Existing Lender:
2. New Lender:
3. Transfer Date:
4. Existing Lender's Participation:

Existing Lender's Commitment	Existing Lender's participation in outstanding Utilisations
------------------------------	--
5. Percentage of the Existing Lender's participation (i.e. of each of (i) the Existing Lender's Commitment and (ii) the Existing Lender's participation in outstanding Utilisations) transferred to the New Lender: [_____]
6. Amount Transferred: [_____]

Administrative Details of New Lender (Facility Office)

Address:

Contact Name:

Account for Payments:

Email:

[Tel:]

Schedule 5

LMA Form of Confidentiality Undertaking

[Letterhead of Seller]

Date: [●]

To:

[insert name of Potential
Purchaser]

Re: **The Agreement**

Company: (the “Borrower”)
Date:
Amount:
Agent:

Dear Sirs

We understand that you are considering acquiring an interest in the Agreement which, subject to the Agreement, may be by way of novation, assignment, the entering into, whether directly or indirectly, of a sub-participation or any other transaction under which payments are to be made or may be made by reference to one or more Finance Documents and the Borrower or by way of investing in or otherwise financing, directly or indirectly, any such novation, assignment, sub-participation or other transaction (the “**Acquisition**”). In consideration of us agreeing to make available to you certain information, by your signature of a copy of this letter you agree as follows:

1. **Confidentiality Undertaking**

You undertake (a) to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by paragraph 2 below and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to your own confidential information, and (b) until the Acquisition is completed to use the Confidential Information only for the Permitted Purpose.

2. **Permitted Disclosure**

We agree that you may disclose:

- 2.1 to any of your Affiliates and any of your or their officers, directors, employees, professional advisers and auditors such Confidential Information as you shall consider appropriate if any person to whom the Confidential Information is to be given pursuant to this paragraph 2.1 is informed in writing of its confidential nature and that some or all of such Confidential Information may be price-sensitive information, except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;

- 2.2 subject to the requirements of the Agreement, to any person:
- (a) to (or through) whom you assign or transfer (or may potentially assign or transfer) all or any of your rights and/or obligations which you may acquire under the Agreement such Confidential Information as you shall consider appropriate if the person to whom the Confidential Information is to be given pursuant to this sub-paragraph (a) of paragraph 2.2 has delivered a letter to you in equivalent form to this letter;
 - (b) with (or through) whom you enter into (or may potentially enter into) any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to the Agreement or the Borrower such Confidential Information as you shall consider appropriate if the person to whom the Confidential Information is to be given pursuant to this sub-paragraph (b) of paragraph 2.2 has delivered a letter to you in equivalent form to this letter;
 - (c) to whom information is required or requested to be disclosed by any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation such Confidential Information as you shall consider appropriate; and
- 2.3 notwithstanding paragraphs 2.1 and 2.2 above, Confidential Information to such persons to whom, and on the same terms as, a Finance Party is permitted to disclose Confidential Information under the Agreement, as if such permissions were set out in full in this letter and as if references in those permissions to Finance Party were references to you.

3. **Notification of Disclosure**

You agree (to the extent permitted by law and regulation) to inform us:

- 3.1 of the circumstances of any disclosure of Confidential Information made pursuant to sub-paragraph (c) of paragraph 2.2 above except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and
- 3.2 upon becoming aware that Confidential Information has been disclosed in breach of this letter.

4. **Return of Copies**

If you do not enter into the Acquisition and we so request in writing, you shall return or destroy all Confidential Information supplied to you by us and destroy or permanently erase (to the extent technically practicable) all copies of Confidential Information made by you and use your reasonable endeavours to ensure that anyone to whom you have supplied any Confidential Information destroys or permanently erases (to the extent technically practicable) such Confidential Information and any copies made by them, in each case save to the extent that you or the recipients are required to retain any such Confidential Information by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body or in accordance with internal policy, or where the Confidential Information has been disclosed under sub-paragraph (c) of paragraph 2.2 above.

5. **Continuing Obligations**

The obligations in this letter are continuing and, in particular, shall survive and remain binding on you until (a) if you become a party to the Agreement as a lender of record, the date on which you become such a party to the Agreement; (b) if you enter into the Acquisition but it does not result in you becoming a party to the Agreement as a lender of record, the date falling twelve months after

the date on which all of your rights and obligations contained in the documentation entered into to implement that Acquisition have terminated; or (c) in any other case the date falling twelve months after the date of your final receipt (in whatever manner) of any Confidential Information.

6. No Representation; Consequences of Breach, etc.

You acknowledge and agree that:

- 6.1 neither we, nor any of our or their respective officers, employees or advisers (each a “**Relevant Person**”) (i) make any representation or warranty, express or implied, as to, or assume any responsibility for, the accuracy, reliability or completeness of any of the Confidential Information or any other information supplied by us or the assumptions on which it is based or (ii) shall be under any obligation to update or correct any inaccuracy in the Confidential Information or any other information supplied by us or be otherwise liable to you or any other person in respect of the Confidential Information or any such information; and
- 6.2 we may be irreparably harmed by the breach of the terms of this letter and damages may not be an adequate remedy; each Relevant Person may be granted an injunction or specific performance for any threatened or actual breach of the provisions of this letter by you.

7. Entire Agreement: No Waiver; Amendments, etc.

- 7.1 This letter constitutes the entire agreement between us in relation to your obligations regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.
- 7.2 No failure to exercise, nor any delay in exercising, any right or remedy under this letter will operate as a waiver of any such right or remedy or constitute an election to affirm this letter. No election to affirm this letter will be effective unless it is in writing. No single or partial exercise of any right or remedy will prevent any further or other exercise or the exercise of any other right or remedy under this letter.
- 7.3 The terms of this letter and your obligations under this letter may only be amended or modified by written agreement between us.

8. Inside Information

You acknowledge that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and you undertake not to use any Confidential Information for any unlawful purpose.

9. Nature of Undertakings

The undertakings given by you under this letter are given to us and are also given for the benefit of the Borrower.

10. [Third Party Rights]

- 10.1 Subject to this paragraph 10 and to paragraphs 6 and 9, a person who is not a party to this letter has no right under the Contracts (Rights of Third Parties) Act 1999 (the “**Third Parties Act**”) to enforce or to enjoy the benefit of any term of this letter.
- 10.2 The Relevant Persons may enjoy the benefit of the terms of paragraphs 6 and 9 subject to and in accordance with this paragraph 10 and the provisions of the Third Parties Act.]

- 10.3 Notwithstanding any provisions of this letter, the parties to this letter do not require the consent of any Relevant Person to rescind or vary this letter at any time.

11. **Governing Law and Jurisdiction**

- 11.1 This letter (including the agreement constituted by your acknowledgement of its terms) (the “**Letter**”) and any non-contractual obligations arising out of or in connection with it (including any non-contractual obligations arising out of the negotiation of the transaction contemplated by this Letter) are governed by [English] law.

- 11.2 [The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Letter (including a dispute relating to any non-contractual obligation arising out of or in connection with either this Letter or the negotiation of the transaction contemplated by this Letter).]*

12. **Definitions**

In this letter (including the acknowledgement set out below) terms defined in the Agreement shall, unless the context otherwise requires, have the same meaning and:

“**Confidential Information**” means all information relating to the Borrower, the Borrower’s Affiliates, the Project (as defined in the Agreement), the Finance Documents, the Facility and/or the Acquisition which is provided to you in relation to the Finance Documents or the Facility by us or any of our affiliates or advisers, in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes information that:

- (a) is or becomes public information other than as a direct or indirect result of any breach by you of this letter; or
- (b) is identified in writing at the time of delivery as non-confidential by us or our advisers; or
- (c) is known by you before the date the information is disclosed to you by us or any of our affiliates or advisers or is lawfully obtained by you after that date, from a source which is, as far as you are aware, unconnected with the Borrower and which, in either case, as far as you are aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.

“**Permitted Purpose**” means considering and evaluating whether to enter into the Acquisition.

Please acknowledge your agreement to the above by signing and returning the enclosed copy.

Yours faithfully

[●]

For and on behalf of
[Seller]
To: [Seller]

The Borrower

We acknowledge and agree to the above:

[●]

For and on behalf of
[Potential Purchaser]

* Appropriate changes across the document to be made where governing law is changed.

Schedule 6

Timetables

Delivery of a duly completed Utilisation Request (Clause 5.1
(*Delivery of a Utilisation Request*))

U – 3
9:30 a.m. (Prague time)

Agent notifies the Lenders of the Loan in accordance with
Clause 5.4 (*Lenders' Participation*)

U – 3

EURIBOR is fixed

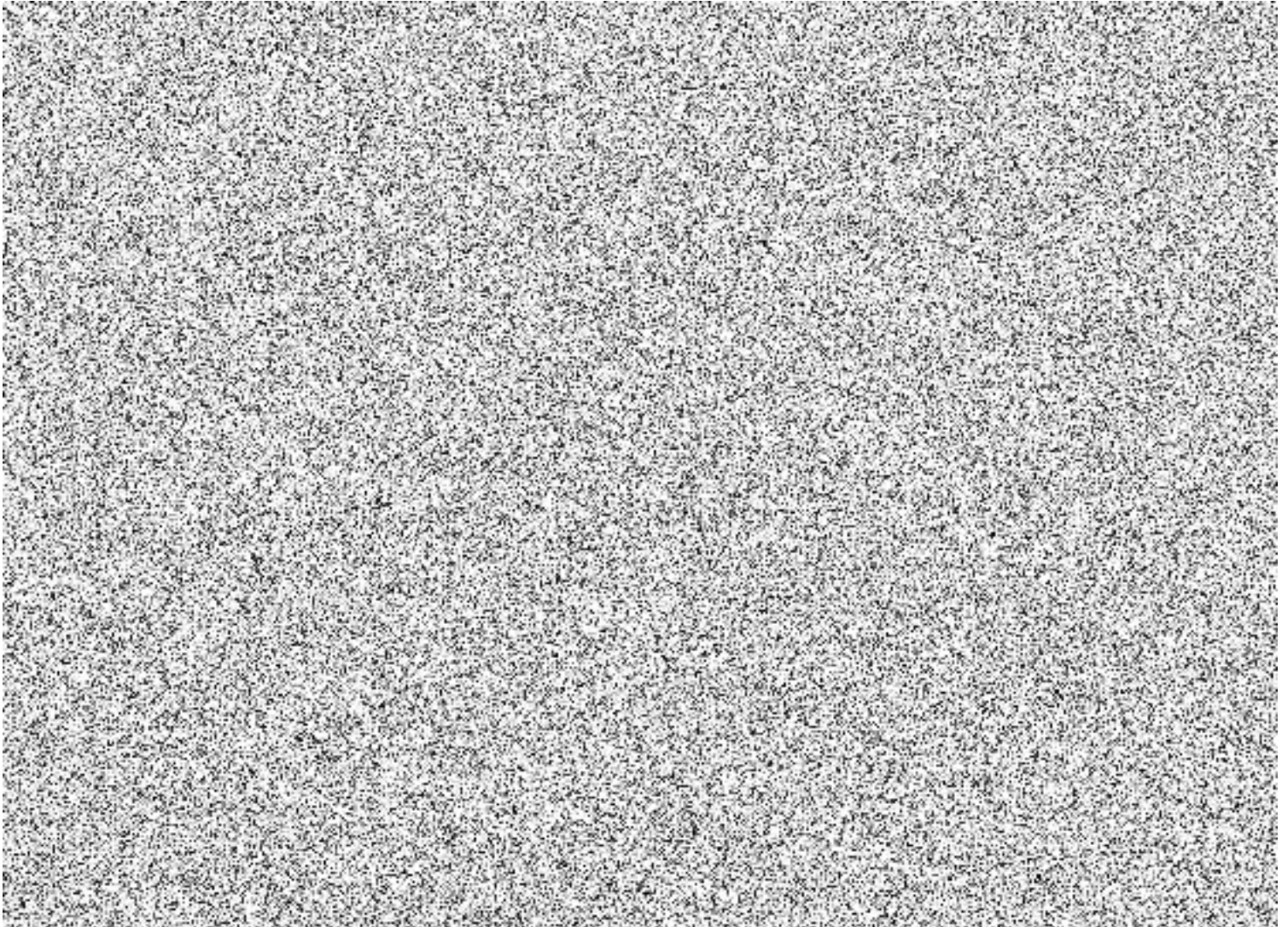
Quotation Day 11:00 a.m. (Prague
time)

U = date of utilisation

U – X = X Business Days prior to date of utilisation

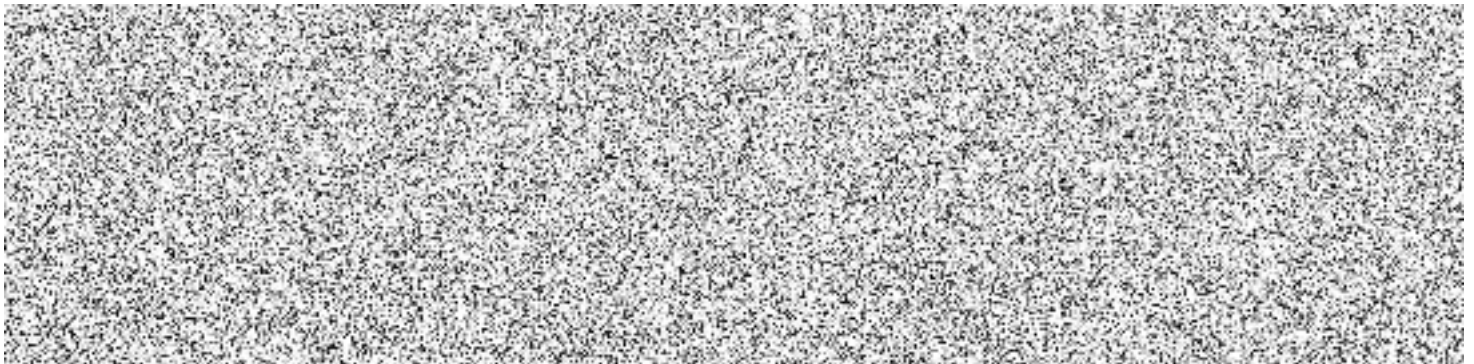
Schedule 7

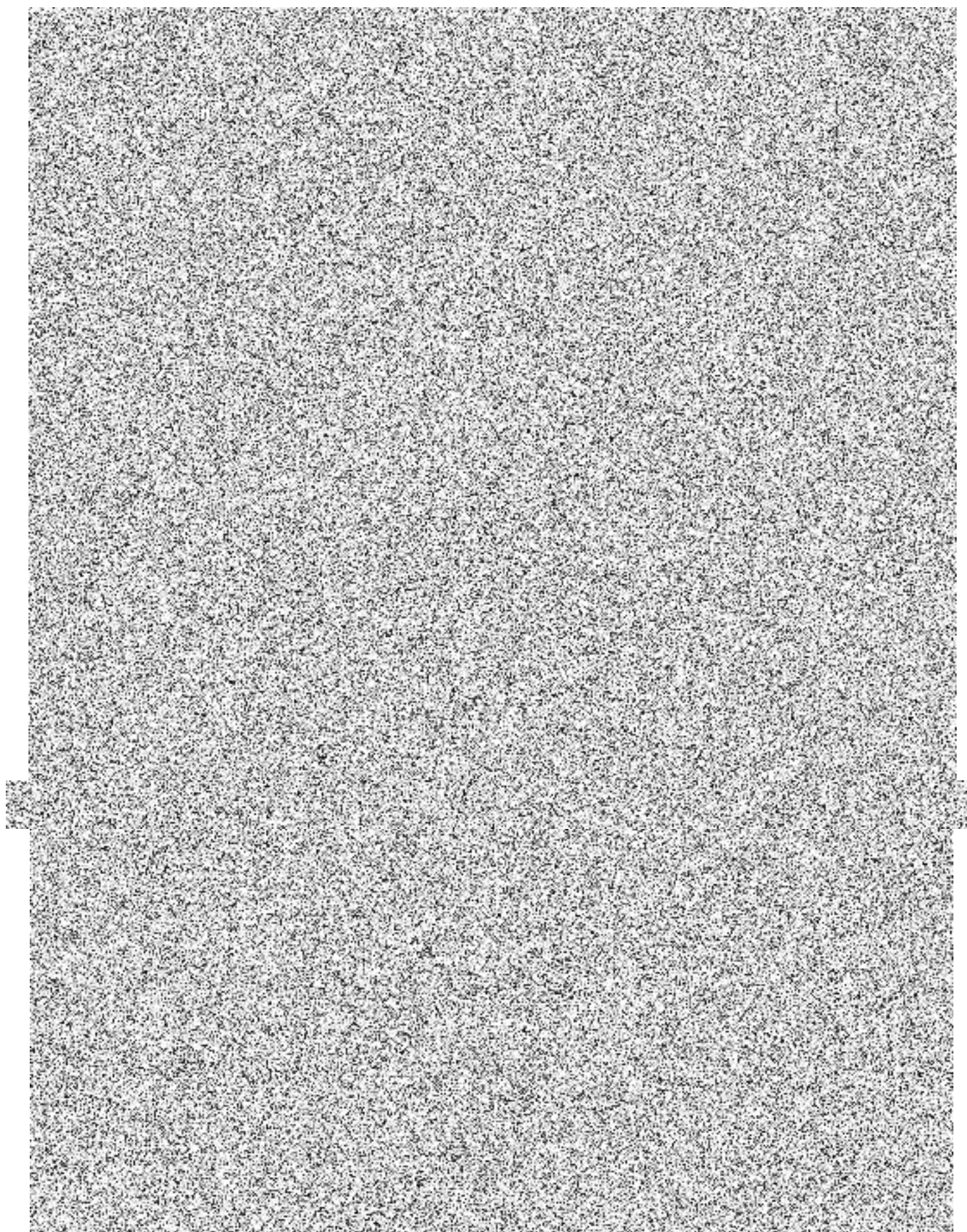
Letter of Support

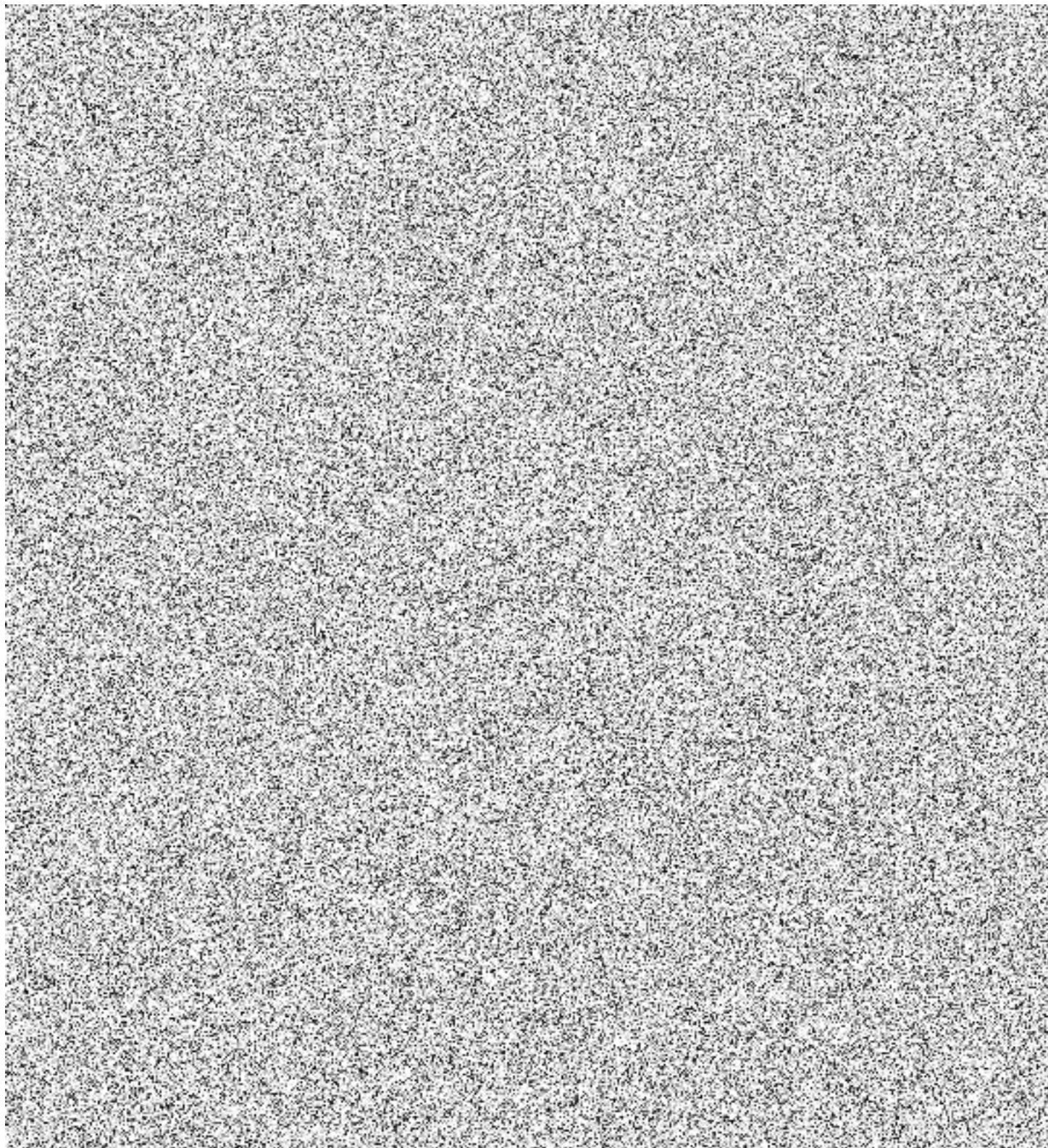


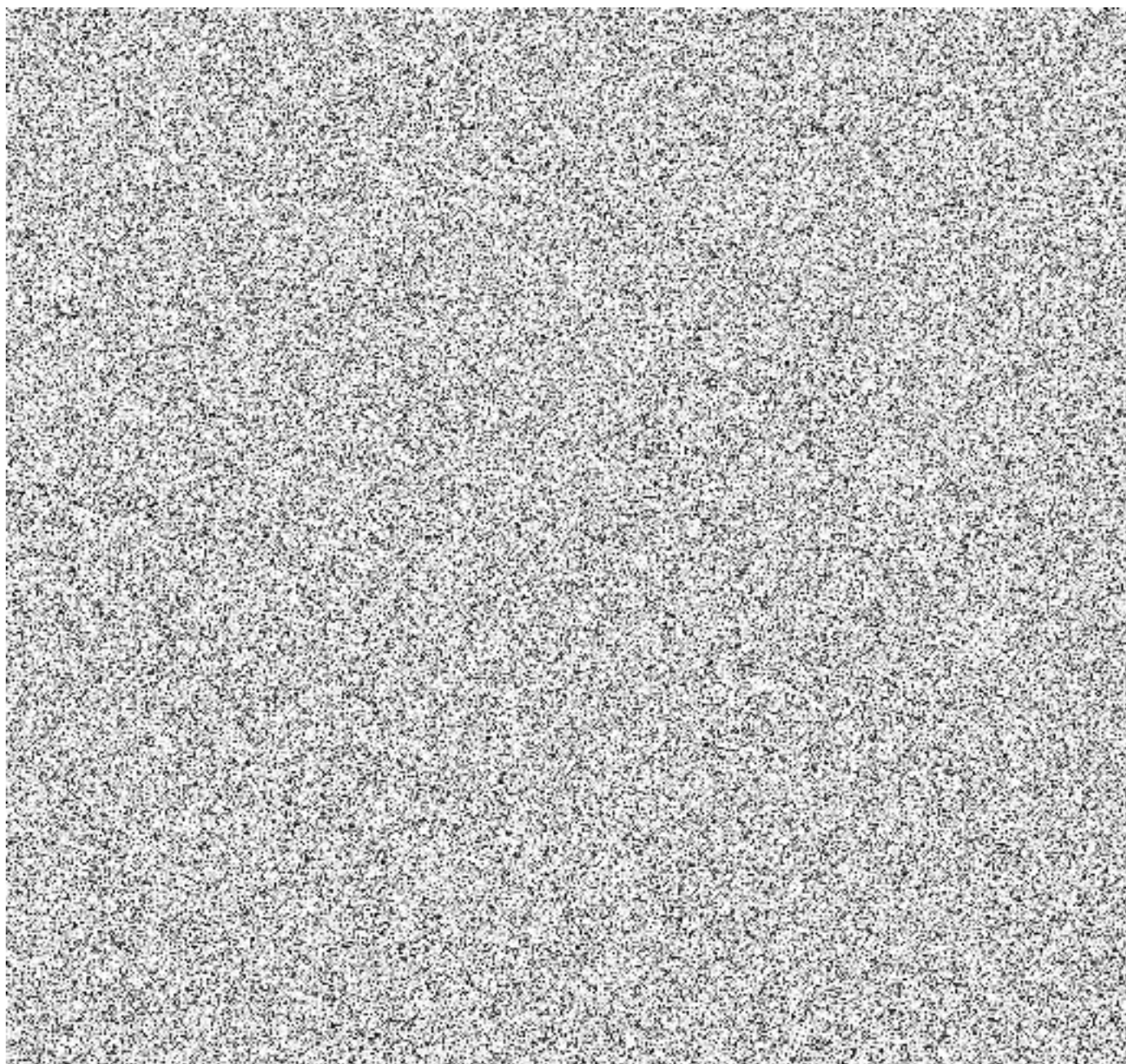
PROHLÁŠENÍ / LETTER OF SUPPORT **DECLARATION / LETTER OF SUPPORT**

(dále jen „**Prohlášení**“) / (hereinafter the “**Declaration**”)









Schedule 8

Pre-approved Lenders List

