

## AMENDMENT NO. 1

to the Master Agreement regarding a Future Purchase Agreement, related agreements and regarding the Cooperation in the Development of the Industrial Zone Cheb II in the Blue Ship Project dated 23 February 2026

concerning the accession of Daimler Truck CZ to the Master Agreement

and further matters

(the “**Amendment**“)

### PARTIES

(1) **Daimler Truck AG,**

with registered office at Leinfelden-Echterdingen, 70771, Federal Republic of Germany, registered in the register of companies maintained by the District Court in Stuttgart under No. HRB 762884, Czech VAT ID No.: CZ684928746

(“**Daimler Truck**“ or the “**Future Buyer**“)

as Future Buyer, on the one part,

and

(2) **SPP Cheb s.r.o.,**

with registered office at Na Poříčí 1046/24, Nové Město, 110 00 Prague 1, Czech Republic, ID No.: 233 31 844, VAT ID No.: CZ23331844, entered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 425398

(“**SPP Cheb**“ or the “**Future Seller**“)

as Future Seller, on the other part,

and

(3) **Státní investiční a rozvojová společnost, a.s.,**

with registered office at Na Poříčí 1046/24, 110 00 Prague 1, Czech Republic, ID No.: 213 33 858, VAT ID No.: CZ21333858, entered in the Commercial Register maintained by the Municipal Court in Prague, Section B, File 28761

(“**SIRS**“)

as SPP Cheb's majority shareholder, on the other part,

and

(4) **Daimler Truck Customer Services & Parts s.r.o.,**

with registered office at Bucharova 2928/14a, Stodůlky, 158 00 Prague 5, Czech Republic, ID No.: 062 77 781, VAT ID No.: CZ06277781, entered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 279356

(“**Daimler Truck CZ**“ or the “**Acceding Party**“)

as acceding party on the side of the Future Buyer

(Daimler Truck, SPP Cheb, SIRS and Daimler Truck CZ are hereinafter jointly also referred to as the “**Parties**“ and individually as a “**Party**“)

## RECITALS

- (A) On 23 February 2026, Daimler Truck, SPP Cheb and SIRS entered into the Master Agreement regarding a Future Purchase Agreement, related agreements and regarding the Cooperation in the Development of the Industrial Zone Cheb II in the Blue Ship Project (the “**Master Agreement**”).
- (B) According to Clause 1.12 of the Master Agreement, Daimler Truck is entitled to assign (i) its rights, obligations and liabilities under the Master Agreement and/or (ii) the Master Agreement as a whole or any part thereof, to an Affiliate (as further specified in Clause 1.11 of the Master Agreement) in accordance with Section 1895 of the Civil Code, subject to SPP Cheb’s and SIRS’s consent. Such consent shall not be unreasonably withheld, conditioned or delayed and shall be deemed granted, provided that Daimler Truck ensures the proper performance of the assigned obligations, in particular by procuring that (i) the Affiliate assumes all relevant obligations under the Master Agreement and (ii) Daimler Truck remains jointly liable with the Affiliate or the performance of the duties of the Affiliate is otherwise duly secured by Daimler Truck. This applies *mutatis mutandis* also for the case that Daimler Truck will require that the Affiliate accedes on the side of Daimler Truck to this Master Agreement. SPP Cheb and SIRS undertake to provide Daimler Truck with all reasonable cooperation necessary to effect a valid, legally effective and enforceable assignment or accession, including the execution of the relevant documents (in particular the assignment or accession agreement).
- (C) Daimler Truck CZ is a limited liability company (společnost s ručením omezeným) incorporated and existing under the laws of the Czech Republic and is a wholly-owned (100%) subsidiary of Daimler Truck, engaged in, among other things, the provision of customer services and the distribution of spare parts for Daimler Truck vehicles.
- (D) Daimler Truck wishes to allow Daimler Truck CZ to join Daimler Truck as the contractual partner of SPP Cheb and SIRS, and Daimler Truck CZ is prepared to accept this position. Accordingly, the Parties agree that Daimler Truck CZ shall accede to the Master Agreement as an additional party on the side of Daimler Truck (as the Future Buyer), taking up all rights and obligations of the Future Buyer under the Master Agreement, while Daimler Truck shall remain in the Master Agreement to safeguard the fulfilment of all obligations of Daimler Truck CZ after such accession.
- (E) SPP Cheb and SIRS have agreed to consent to the accession of Daimler Truck CZ to the Master Agreement on the terms and conditions set out in this Amendment.
- (F) Pursuant to Clause 11.1 of the Master Agreement, the Master Agreement shall become effective upon the fulfilment of all conditions precedent set out therein under items (a) through (h). The Parties hereby wish to declare and confirm that the conditions set out in Clause 11.1(a) through (f) and in Clause 11.1(h) of the Master Agreement have been duly fulfilled as of the date of this Amendment.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

### 1. ACCESSION

- 1.1 With effect from the Effective Date, Daimler Truck CZ hereby accedes to the Master Agreement and becomes a party thereto on the side of Daimler Truck (as the Future Buyer), on the terms and conditions set out in this Amendment.
- 1.2 From and after the Effective Date, Daimler Truck CZ shall be entitled to all rights and shall be bound by all obligations of Daimler Truck under the Master Agreement as if Daimler Truck CZ had been an original party to the Master Agreement as the Future Buyer. The effect of the accession of Daimler Truck CZ shall be the following:
  - (a) It shall be Daimler Truck CZ, who will be, starting with the Effective Date, the prime contracting party to SIRS and SPP Cheb under the Master Agreement, as a result of which Daimler Truck CZ shall exclusively acquire, hold and exercise all proprietary, economic and other tangible rights of the Future Buyer under or in connection with the Master Agreement and shall be solely and primarily responsible for the due and punctual performance of all payment obligations and

other financial liabilities of the Future Buyer thereunder, and, at the same time

(b) Daimler Truck shall remain jointly and severally liable with Daimler Truck CZ, subject to the limitations and order of recourse set out in Clauses 1.6 and 1.7 below.

- 1.3 Each reference to “**Daimler Truck**“ or the “**Future Buyer**“ in the Master Agreement shall, from and after the Effective Date, be construed as a reference to Daimler Truck and Daimler Truck CZ jointly, unless the context otherwise requires, including where the context requires a distinction between Daimler Truck CZ as the holder of the proprietary and economic rights of the Future Buyer and Daimler Truck CZ as the primary obligor in respect of the payment obligations and other financial liabilities of the Future Buyer pursuant to this Amendment, or unless the Parties agree otherwise in writing.
- 1.4 With effect from the Effective Date, Daimler Truck CZ shall exclusively acquire, hold and exercise all proprietary, economic and other tangible rights arising under or in connection with the Master Agreement, including, without limitation, title to the relevant assets, any other rights in rem and any proceeds, benefits or other economic value derived therefrom.
- 1.5 Daimler Truck CZ shall be primarily responsible for the due and punctual performance of all payment obligations, costs, charges, expenses and other financial liabilities of the Future Buyer arising under or in connection with the Master Agreement and shall discharge all such obligations in full when due in accordance with the Master Agreement.
- 1.6 SPP Cheb and SIRS shall first seek satisfaction of any payment obligation or other financial liability of the Future Buyer from Daimler Truck CZ, as the primary obligor. SPP Cheb and SIRS may seek payment or other discharge from Daimler Truck only if Daimler Truck CZ has failed to satisfy the relevant obligation in full within the applicable time period set out in the Master Agreement.
- 1.7 To the fullest extent permitted by law, the liability of Daimler Truck in respect of any payment obligations or other financial liabilities of the Future Buyer under the Master Agreement shall be secondary in nature and may be invoked by SPP Cheb and SIRS only after Daimler Truck CZ has failed to perform its corresponding obligation when due.
- 1.8 Daimler Truck CZ hereby acknowledges that it has received, read and reviewed the Master Agreement and all annexes thereto and that it accepts all terms and conditions of the Master Agreement as if it were an original party thereto.

## 2. **CONSENT OF THE OTHER PARTIES**

- 2.1 Each of Daimler Truck, SPP Cheb and SIRS hereby irrevocably and unconditionally consents to the accession of Daimler Truck CZ to the Master Agreement on the terms and conditions set out in this Amendment.
- 2.2 SPP Cheb and SIRS confirm that, from and after the Effective Date, they shall treat Daimler Truck CZ as a party to the Master Agreement with all the rights and obligations of the Future Buyer (jointly with Daimler Truck) and shall, in particular, accept performance by Daimler Truck CZ of the obligations of the Future Buyer under the Master Agreement.
- 2.3 The consent given under Clause 2.1 shall not constitute a waiver by SPP Cheb or SIRS of any right or remedy available to them under the Master Agreement.

## 3. **EFFECTIVE DATE OF THE ACCESSION**

- 3.1 This Amendment shall come into force and effect upon execution by the last of the Parties (the “**Effective Date**“). However, this does not change the day when the Master Agreement becomes effective in accordance with Clause 11.1 of the Master Agreement.
- 3.2 Daimler Truck CZ undertakes to notify each of the other Parties in writing without undue delay of any event or circumstance that may affect its ability to perform the obligations assumed under this Amendment or the Master Agreement.

#### **4. RELATIONSHIP BETWEEN THIS AMENDMENT AND THE MASTER AGREEMENT**

- 4.1** This Amendment is supplemental to, and shall be read and construed together with, the Master Agreement. In the event of any conflict or inconsistency between the provisions of this Amendment and the provisions of the Master Agreement, the provisions of this Amendment shall prevail.
- 4.2** Except as expressly modified or supplemented by this Amendment, the Master Agreement shall remain in full force and effect unchanged and is hereby ratified and confirmed by the Parties.
- 4.3** This Amendment shall constitute a written amendment to the Master Agreement for all purposes thereof and shall be deemed to be incorporated into and form part of the Master Agreement.
- 4.4** With effect from the date of conclusion of this Amendment, Daimler Truck CZ shall serve as the joint authorised representative of Daimler Truck and Daimler Truck CZ in all matters relating to the Master Agreement or any other agreements concluded on the basis of or in accordance with the Master Agreement, including for the purposes of delivery, amendment or early termination of the Master Agreement or any such other agreements. Daimler Truck hereby authorises Daimler Truck CZ to represent it in all of the aforementioned matters.

#### **5. REPRESENTATIONS AND WARRANTIES OF DAIMLER TRUCK CZ**

- 5.1** Daimler Truck CZ hereby represents and warrants to each of the other Parties that, as at the date of execution of this Amendment and as at the Effective Date:
- (a) it is a limited liability company (*společnost s ručením omezeným*) duly incorporated, registered and validly existing under the laws of the Czech Republic, with ID No. 062 77 781, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 279356;
  - (b) it has full power, authority and legal capacity to enter into, execute and perform this Amendment and the Master Agreement;
  - (c) this Amendment has been duly authorised by all necessary internal corporate actions of Daimler Truck CZ and constitutes a valid and binding obligation of Daimler Truck CZ, enforceable against it in accordance with its terms;
  - (d) the entry into and performance of this Amendment and the Master Agreement do not and will not conflict with, or constitute a breach or default under: (i) its memorandum of association (*společenská smlouva*) or other constitutional documents; (ii) any agreement or instrument to which Daimler Truck CZ is a party or by which Daimler Truck CZ or its assets are bound; or (iii) any applicable law, regulation, rule, judgment or order;
  - (e) it is a wholly owned (100%) subsidiary of Daimler Truck AG and, as such, is a member of the Daimler Truck group;
  - (f) no insolvency proceedings (*insolvenční řízení*), liquidation, dissolution, reorganisation or other similar proceedings have been initiated or are pending or, to the best of Daimler Truck CZ's knowledge, threatened against Daimler Truck CZ; and
  - (g) there are no pending or, to the best of Daimler Truck CZ's knowledge, threatened legal, administrative, arbitration or other proceedings against Daimler Truck CZ that could have a material adverse effect on its ability to perform its obligations under this Amendment or the Master Agreement.
- 5.2** Daimler Truck CZ undertakes to maintain the representations and warranties set out in Clause 5.1 throughout the term of the Master Agreement and to promptly notify the other Parties in writing of any circumstance that would cause any such representation or warranty to become incorrect or misleading.

#### **6. CONDITIONS OF THE EFFECTIVENESS OF THE MASTER AGREEMENT**

- 6.1** The Parties hereby irrevocably declare and confirm that, as of the date of conclusion of this Amendment, the following conditions precedent for the effectiveness of the Master Agreement

pursuant to Clause 11.1 thereof have been duly fulfilled:

- (a) the Master Agreement has been approved by the Supervisory Board of SPP Cheb and the copy of the approval or notification about this approval has been delivered by SPP Cheb or SIRS to Daimler Truck, as required under Clause 11.1(a) of the Master Agreement;
- (b) the Master Agreement has been approved by the General Meeting of SPP Cheb and the copy of the approval or notification about this approval has been delivered by SPP Cheb or SIRS to Daimler Truck, as required under Clause 11.1(b) of the Master Agreement;
- (c) SPP Cheb or SIRS has received from the Czech Ministry of Industry and Trade confirmation that their obligations related to the Master Agreement will be supported by the Ministry of Industry and Trade, and notification about the fulfilment of this confirmation has been delivered to Daimler Truck, as required under Clause 11.1(c) of the Master Agreement;
- (d) SIRS has received from the Czech Ministry of Industry and Trade a shareholders' instruction to proceed with the approval of the Master Agreement in order to become effective and notification about this instruction has been delivered to Daimler Truck, as required under Clause 11.1(d) of the Master Agreement;
- (e) the Master Agreement has been approved by the Board of Directors, by the Supervisory Board and the sole shareholder of SIRS, and notification about these approvals has been delivered to Daimler Truck, as required under Clause 11.1(e) of the Master Agreement;
- (f) the Master Agreement has been approved by the Board of Directors of Daimler Truck Daimler Truck herewith notifies SPP Cheb and SIRS hereof, as required under Clause 11.1(f) of the Master Agreement;
- (g) the Master Agreement has been published in the Register of Contracts (in Czech: *registr smluv*), as required under Clause 11.1(h) of the Master Agreement.

**6.2** The Parties acknowledge and agree that the matters relating to the electricity infrastructure contemplated under Clause 1.8(c) of the Master Agreement, and which constituted a condition precedent to effectiveness under Clause 11.1(g) of the Master Agreement are addressed separately in Amendment No. 2 concluded by the Parties on the same day as this Amendment.

## **7. FINAL PROVISIONS**

- 7.1** This Amendment shall be governed by and construed in accordance with the laws of the Czech Republic, in particular Act No. 89/2012 Sb., the Civil Code, as amended.
- 7.2** Any disputes arising from or in connection with this Amendment, including disputes as to its validity or interpretation, shall be resolved in accordance with the dispute resolution mechanism set out in the Master Agreement.
- 7.3** This Amendment may only be modified or cancelled by means of a written amendment signed by all Parties. Any agreement to waive the requirement for written form shall itself be in writing to be effective.
- 7.4** If any provision of this Amendment is or becomes invalid, illegal or unenforceable under applicable law, the validity and enforceability of the remaining provisions shall not be affected or impaired thereby. The Parties undertake to replace any such invalid, illegal or unenforceable provision with a valid provision that comes as close as possible to the economic intention expressed by the original provision.
- 7.5** No failure or delay by any Party in exercising any right or remedy under this Amendment shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof. Any waiver shall only be effective if made in writing.
- 7.6** This Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign any of its rights or obligations under this Amendment without the prior written consent of the other Parties, except that Daimler Truck may assign its rights and obligations to any member of the Daimler Truck group without such consent.

7.7 This Amendment is executed in the English language. If this Amendment is translated into another language, the English version shall prevail in the event of any discrepancies.

**The Parties hereby expressly declare that this Amendment has been entered into freely, not under duress or as a result of manifestly unfair conditions, and in witness whereof they append their signatures below.**

**Daimler Truck AG**

In Leinfelden-Echterdingen, on 22.05.2026

Signiert von:  
  
64B132990E7E433...

Thomas Pfäffle  
Prokurist (proxy holder)


In Berlin, on 22.05.2026

Signiert von:  
  
A4F6503AC427420...

Stefan Rödler  
Prokurist (proxy holder)


**SPP Cheb s.r.o.**

In Prague, on 22.05.2026

Signed by:  
  
7D523204B1334BF...

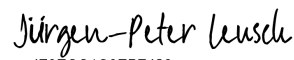
Ing. Zbyněk Pokorný  
acting on behalf of Státní investiční a rozvojová společnost, a.s., the executive director

**Státní investiční a rozvojová společnost, a.s.**


In Prague, on 22.05.2026  
Signed by:  
  
7D523204B1334BF...

Ing. Zbyněk Pokorný  
chairman of the board of directors

**Daimler Truck Customer Services & Parts s.r.o.**

In Prague, on 22.05.2026  
Signiert von:  
  
478ECC1C8EB7423...

Jürgen-Peter Leusch  
executive director

Signed by:  
  
31D6AAEE837ED4AC...

Ing. David Petr  
member of the board of directors

Signed by:  
  
102F6643ABFC489...

Filip Hanzálek  
executive director