

AMENDMENT NO. 2

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 construction of the power connection lines and substation

(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**”)

and

(2) **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**”)

and

(3) **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**”)

and

(4) **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**”)

(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**”). On or about the day hereof, the Parties entered into the Amendment No. 1 to the Master Agreement, wherewith Daimler Truck CZ became party to the Master Agreement on the side of Daimler Truck.
- (B) According to Clause 1.8(c) of the Master Agreement, SPP Cheb and SIRS shall provide for electricity works that shall include the construction and all other works related to the connection of the Blue Ship Facility to the electricity grid, including all related facilities and services, as specified closer in Clause

1.8(c) of the Master Agreement.

- (C) SIRS has made certain agreements, as listed below, with ČEZ Distribuce a. s., ID No.: 24729035 (“**ČEZ Distribuce**”) concerning the gradual construction of the electricity infrastructure for the Blue Ship Land, including power connection lines and a substation (together the “**Infrastructure**”).
- (D) The Parties now wish to implement the arrangements from the ČEZ Contracts into the Master Agreement, and Daimler Truck CZ is prepared to step into some of these contracts.

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

1. ČEZ CONTRACTS

1.1. SIRS declares and confirms that the following contracts have been duly concluded by and between SIRS as applicant and ČEZ Distribuce as operator of the electricity distribution network for the construction of the relevant parts of the Infrastructure:

- (a) **Contract – Construction Site Connection (HV)**, No. 26_VN_1011979407, dated 13.03.2026, as amended with the Amendment No. 001 dated 13.04.2026

Contract for the connection of electrical consumption equipment to the HV [REDACTED] distribution network for the purpose of short-term on-site electricity consumption with a capacity of [REDACTED] in the time between [REDACTED] and [REDACTED].

(“**ČEZ Contract Phase 0**”)

- (b) **Contract – Phase 1 (HV)**, No. 26_SOBS04_4122602384, dated 11.05.2026,

Agreement on the conclusion of a future contract for connection to the HV [REDACTED] distribution system with a reserved power input of [REDACTED]

(“**ČEZ Contract Phase 1**”)

- (c) **Contract – Phase 2 (HV)**, No. 26_SOBS01_4122612134, dated 11.05.2026,

Agreement on the conclusion of a future contract for connection to the HV [REDACTED] distribution system with a reserved power input of [REDACTED].

(“**ČEZ Contract Phase 2**”)

- (d) **HV Framework Agreement**, No. 25_SOBS01_4122455756, dated 22.05.2025, as amended with the Amendment No. 002 dated 11.05.2026

Agreement on the conclusion of a future contract for connection to the HV [REDACTED] distribution system with a reserved power input of [REDACTED] for the Cheb II Business Park in Dřenice

(“**ČEZ Contract Phase 3**”; ČEZ Contract Phase 0, ČEZ Contract Phase 1, ČEZ Contract Phase 2 and ČEZ Contract Phase 3 together also as “**ČEZ Contracts**”)

1.2. SIRS has communicated full copies of the ČEZ Contracts to Daimler Truck prior to the conclusion of this Amendment.

2. RELATIONSHIP TO THE MASTER AGREEMENT

2.1. In case of discrepancies between the capacity and timing and other technical details of the Infrastructure ramp-up (i) agreed in Clause 1.8(c) and relevant Annexes of the Master Agreement, as amended herewith, on the one hand and (ii) the ČEZ Contracts on the other hand, the capacity and timing and other technical details agreed in the ČEZ Contracts shall prevail.

2.2. For clarification and without prejudice to Clause 2.1 above, the slide in Annex No. 4A-4C titled “*Ramp-up capacity comparison*” shall be replaced with the slide in **Annex No. 1** hereto.

3. ASSIGNMENT OF THE ČEZ CONTRACT PHASE 0, ČEZ CONTRACT PHASE 1 AND ČEZ CONTRACT PHASE 2

3.1. Subject to the fulfilment of the condition set out in Clause 3.3 below and with effect from the Effective

Date, as defined in Clause 3.3 below, SIRS hereby assigns to Daimler Truck CZ all of its rights and obligations arising from or in connection with the ČEZ Contract Phase 0, ČEZ Contract Phase 1 and ČEZ Contract Phase 2 (jointly the “**Assigned ČEZ Contracts**”), and Daimler Truck CZ hereby accepts such assignment and assumes all rights and obligations so assigned.

- 3.2. As of the Effective Date, Daimler Truck CZ shall:
- (a) assume full responsibility for compliance with all obligations of SIRS under the Assigned ČEZ Contracts,
 - (b) be entitled to exercise all rights of SIRS under the Assigned ČEZ Contracts.
- 3.3. The assignment pursuant to Clause 3.1 above are conditional upon the prior written consent of ČEZ Distribuce to the assignment of the Assigned ČEZ Contracts from SIRS to Daimler Truck CZ. SIRS and Daimler Truck CZ shall jointly and without undue delay following the execution of this Amendment submit to ČEZ Distribuce a written notification of the assignment together with the request for consent to the assignment under this Amendment. The assignment shall take effect on the date on which the consent of ČEZ Distribuce is received in writing or via the corresponding electronic tool of ČEZ Distribuce by both SIRS and Daimler Truck CZ (the “**Effective Date**”).
- 3.4. SIRS represents and warrants to Daimler Truck CZ that, as of the date of execution of this Amendment:
- (a) the Assigned ČEZ Contracts are all in full force and effect and have not been terminated, rescinded or amended, save as disclosed to Daimler Truck CZ; and
 - (b) SIRS is not in breach of any of its obligations under any of the Assigned ČEZ Contracts and is not aware of any circumstances that would give rise to such a breach; and
 - (c) SIRS has not previously assigned, pledged or otherwise encumbered its rights under any of the Assigned ČEZ Contracts in favour of any third party; and
 - (d) there is no default on the side of SIRS under any of the Assigned ČEZ Contracts; and
 - (e) there is no default on the side of SIRS under the ČEZ Contract Phase 3, in particular the agreed contribution was duly and timely paid by SIRS to ČEZ Distribuce under the ČEZ Contract Phase 3; and
 - (f) SIRS is not aware of any facts or circumstances which might entail or result in a situation where the individual parts of the Infrastructure are not completed by ČEZ Distribuce or that the Blue Ship Land or, as applicable, the Blue Ship Facility is not connected to the energy distribution network operated by ČEZ Distribuce within the relevant deadlines set out in Annex No. 1 hereto, unless there is a violation of duties of ČEZ Distribuce under the relevant Assigned ČEZ Contract.
- 3.5. With effect from the Effective Date, Daimler Truck CZ hereby assumes from SIRS as part of the assignment under Clause 3.1 the obligation to pay:
- (a) the total connection fee payable by SIRS to ČEZ Distribuce under the ČEZ Contract Phase 1, amounting to CZK [REDACTED] (Czech Koruna), exclusive of VAT (the “**Connection Fee – Phase 1**”), and
 - (b) the total connection fee payable by SIRS to ČEZ Distribuce under the ČEZ Contract Phase 2, amounting to CZK [REDACTED] (Czech Koruna), exclusive of VAT (the “**Connection Fee – Phase 2**”)
- (the Connection Fee – Phase 1 and the Connection Fee – Phase 2 jointly the “**Connection Fees**”).
- In each case to the extent that such amounts have not yet been paid by SIRS to ČEZ Distribuce as of the Effective Date, in accordance with the payment schedule set out in the ČEZ Contract Phase 1 and/or ČEZ Contract Phase 2.
- 3.6. To the extent that SIRS has paid any part of the Connection Fees to ČEZ Distribuce prior to the Effective Date, Daimler Truck CZ shall reimburse SIRS for the relevant part of the Connection Fees paid within 30 business days after Daimler Truck CZ receives from SIRS a payment request accompanied by copies of all relevant payment confirmations evidencing the payments made by SIRS to ČEZ Distribuce.

3.7. All amounts referred to in Clauses 3.5 and 3.6 are stated exclusive of VAT. Where VAT is applicable, it shall be added to the relevant amount at the rate prevailing at the time of payment and shall be borne by the Party making the payment to ČEZ Distribuce or, in the case of reimbursement payments between the Parties, in accordance with applicable VAT law and any relevant tax ruling or guidance. The Parties shall cooperate in good faith to structure the reimbursement mechanism under Clauses 3.6 and 3.7 in a VAT-efficient manner and shall promptly provide each other with any documentation required for VAT recovery purposes, including VAT invoices, where applicable.

3.8. If:

- (a) any Party terminates the Master Agreement and, as applicable, the Purchase Agreement or Purchase Agreements, and
- (b) the reason for such termination is clearly attributable to a violation of obligations of SPP Cheb or SIRS under the Master Agreement,

SIRS shall compensate Daimler Truck CZ for any and all payments made by Daimler Truck CZ under this Amendment and/or under the ČEZ Contracts; this is without prejudice to any further compensation obligations under the Master Agreement.

4. SUPPORT BY SIRS

4.1. Irrespective of whether the assignment pursuant to Clause 3.1 has taken effect, SIRS undertakes to provide Daimler Truck CZ with all cooperation, assistance and support necessary or reasonably required to ensure the timely and complete fulfilment of all obligations arising from or in connection with the Assigned ČEZ Contracts, including any obligations assumed by Daimler Truck CZ by virtue of the assignment under Clause 3.1, with the overarching goal of achieving the due and timely completion of the Infrastructure and the step-by-step connection of the Blue Ship Land and the Blue Ship Facility to the electricity distribution network operated by ČEZ Distribuce in accordance with the milestones set out in Annex No. 1 hereto. SIRS shall proactively identify and address any obstacles or risks, which come to its attention and that may jeopardise the achievement of this goal and shall, where needed, procure the support of its shareholder to that end. SIRS's obligations under this Clause 4.1 shall be construed broadly and shall not be limited to mere reactive assistance but shall extend to active, continuous and diligent engagement in all matters relevant to the timely completion of the Infrastructure.

4.2. Without limiting the generality of Clause 4.1, SIRS shall actively support Daimler Truck CZ in the performance of the Assigned ČEZ Contracts, in particular by contributing to the organisation, coordination and project management of all works and activities required under those contracts, including but not limited to:

- (a) participating in project meetings and site visits as reasonably requested by Daimler Truck CZ or as otherwise necessary for the timely performance of the Assigned ČEZ Contracts;
- (b) promptly providing all information, documentation and approvals within SIRS's control that are necessary for the timely performance of the Assigned ČEZ Contracts;
- (c) coordinating with ČEZ Distribuce and other relevant third parties on behalf of or jointly with Daimler Truck CZ where required for the fulfilment of obligations under the Assigned ČEZ Contracts; and
- (d) securing, or procuring the securing of, all land use rights (including rights of way, easements, access rights and any other rights in rem or contractual entitlements) necessary for the construction and operation of the Infrastructure, whether over the Blue Ship Land, land adjacent thereto or any other third-party land affected by the routes of the power connection lines and the substation, irrespective of whether such rights are to be established in favour of SIRS, ČEZ Distribuce or any other entity involved in the construction of the Infrastructure; SIRS shall secure all such land use rights in a timely manner so as not to delay the performance of any of the Assigned ČEZ Contracts, and shall keep Daimler Truck CZ promptly informed of the status of such rights; and
- (e) ensuring the coordination of the works under the Assigned ČEZ Contracts with the works to be carried out under the ČEZ Contract Phase 3, for which SIRS remains the sole contracting party, so

as to ensure the timely, technically consistent and operationally coherent completion of the Infrastructure as a whole.

- 4.3. SIRS shall perform the cooperation obligations set out in Clause 4.2 with professional care and diligence and shall not unreasonably delay or withhold any action, approval or information necessary for Daimler Truck CZ to meet its obligations under the Assigned ČEZ Contracts.
- 4.4. To avoid any doubts: ČEZ Contract Phase 3 is not subject to assignment under this Amendment. SIRS shall remain, as of the date of execution of this Amendment and also thereafter, the sole contracting party to the ČEZ Contract Phase 3 and shall continue to be fully bound by all of its obligations thereunder in their entirety. SIRS shall bear sole and full responsibility for the performance of all financial obligations arising from or in connection with the ČEZ Contract Phase 3, including, without limitation, any connection fees, advance payments, security deposits and any other monetary obligations payable to ČEZ Distribuce under the ČEZ Contract Phase 3. SIRS shall ensure that all such financial obligations are discharged on time and in full.
- 4.5. Without prejudice to Clause 4.4, the Parties agree that, as between SIRS on the one hand and Daimler Truck AG and Daimler Truck CZ on the other hand, the liability of SIRS for the construction of the electricity infrastructure under the Master Agreement in Phase 3 shall mirror, on a 1:1 basis, the liability and obligations of ČEZ Distribuce under the ČEZ Contract Phase 3. Accordingly, SIRS shall be liable to Daimler Truck and Daimler Truck CZ for the timely and complete delivery of all works and services forming the subject matter of the ČEZ Contract Phase 3 to the same extent and on the same terms as ČEZ Distribuce is liable to SIRS under that contract.
- 4.6. To the extent to which Annex No. 5 to the Master Agreement provides milestones for the construction of the Infrastructure, these milestones shall be amended to comply with Annex No. 1 hereto.
- 4.7. Any further amendment to the Timeline required as a result of a subsequent change to the ČEZ Contracts shall be agreed in writing by the Parties without undue delay following such change.
- 4.8. The Parties hereby irrevocably declare and confirm that, with this Amendment, the condition under Clause 11.1(g) of the Master Agreement is fulfilled. Accordingly, also in view of Amendment No. 1 to the Master Agreement, all conditions under Clause 11.1 of the Master Agreement are fulfilled, notwithstanding the outstanding approval of the assignment by the ČEZ Distribuce.

5. FINAL PROVISIONS

- 5.1. This Amendment shall enter into force on the date of signature by the authorised representatives of all Parties and shall take effect no earlier than the date of publication in the Register of Contracts pursuant to Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, the publication of such contracts and the Register of Contracts. SIRS undertakes to publish this Amendment in the relevant register in accordance with the aforementioned Act.
- 5.2. This Amendment forms an integral part of and shall be read in conjunction with the Master Agreement. In the event of any conflict between this Amendment and the Master Agreement, the provisions of this Amendment shall prevail with respect to the subject matter hereof.
- 5.3. The Parties undertake to use their best endeavours to resolve any disputes amicably. If the Parties are unable to resolve the dispute amicably, they shall refer the dispute to a general court in the Czech Republic.
- 5.4. Unless expressly stated otherwise, each Party shall bear its own costs incurred in connection with or as a result of the performance of obligations arising from or related to this Amendment.
- 5.5. For the purposes of service of documents, documents delivered via a data box or to an email inbox shall also be deemed to have been duly served.
- 5.6. If any provision of this Amendment is found by the Parties or by a competent court or other authority to be invalid, ineffective or unenforceable, such provision shall be deemed to be deleted from the Amendment and the remaining provisions of this Amendment shall continue in force, provided that the nature of such provision, its content or the circumstances under which it was concluded do not indicate that it cannot be separated from the rest of this Amendment. In such a case, the Parties shall enter into

such amendments to this Amendment as will achieve the same result, and if this is not possible, then as close as possible to the result that would have been achieved by the invalid, ineffective or unenforceable provision, no later than thirty (30) days from the date on which the (partial or total) invalidity is acknowledged by the Parties or is finally determined by a court.

5.7. The following annex forms an inseparable part of the Amendment:

Annex No. 1 Milestones for the connection of the Blue Ship Land/Facility to the electricity network of ČEZ Distribuce in Phases 0 - 3

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)

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

In Berlin on 22.05.2026

Signiert von:

A4F6503AC427420...

Stefan Rödler

Prokurist (proxy holder)

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

Signed by:

31D5AEE837ED4AC...

Ing. David Petr

member 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:

102F6643ABFC489...

Filip Hanzálek

executive director

Annex No. 1

**Milestones for the connection of the Blue Ship Land/Facility to the electricity network of ČEZ
Distribuce in Phases 0 – 3**

Ram-up capacity comparison

Time	Requirement	Available capacity	Source
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