

Purchase and Sale Agreement of Shares between the following parties

On one part:

the company "ELLAKTOR SA" and AKTOR CONCESSIONS S.A (the "Sellers") and on the other part

the company "INTRAKAT SOCIETE ANONYME OF TECHNICAL AND ENERGY PROJECTS".

(the "Purchaser" or "INKAT")

Key Terms

I. General

➤ Intended Transaction

The transaction described in the purchase and sale agreement dated 30.03.2023 (hereinafter the "**Agreement**"), pertains to the sale of the total number of shares held directly and indirectly by the Sellers (through the 100% owned subsidiary of AKTOR CONCESSIONS S.A) to AKTOR SA (hereinafter "**AKTOR**") (hereinafter the "**Transaction**").

The total amount of €214 million will be collected from the Transaction, of which €100 million will be collected upon its completion, and the amount of €114 million will be paid within 19 months of the transaction's completion.

➤ Contracting Parties

"ELLAKTOR SA" and "AKTOR CONCESSIONS SA" as "Sellers"

"INTRAKAT SOCIETE ANONYME OF TECHNICAL AND ENERGY PROJECTS as "Purchaser"

➤ Consideration

The total financial consideration (hereinafter the "**Consideration**") is equal to the amount of €214 million, of which €100 million will be collected upon completion of the Transaction, and the amount of €114 million will be paid within 19 months since completion of the transaction.

II. Legal basis

- Law 4548/2018 on Public Limited Companies, as in force

- Law 3959/2011, as in force and

- Resolution of the Board of Directors of the EGM of the Company's Shareholders for approval of the Transaction.

III. Conditions for Completion of the Transaction

The following conditions must be met by the Completion date (12 months from the date of signing) in order for the Transaction to be completed:

1. Approval of the Transaction by the Hellenic Competition Commission.
2. Notification of the Transaction and obtaining all necessary approvals from administrative and supervisory authorities and third parties.
3. Approval by the Sellers' EGM of shareholders.
4. The delivery of AKTOR's annual audited financial statements for 2022.
5. The signing of a pledge agreement for 50% of the shares of the total paid-up share capital of AKTOR SA.

IV. Release of Corporate Guarantees

The purchaser undertakes to substitute ELLAKTOR in all corporate guarantees granted by the latter in favor of AKTOR and, should this prove to be impossible, it undertakes to indemnify ELLAKTOR for any damage it may suffer in the context of these guarantees.

V. Termination of Agreement Prior to Completion

The Purchase Agreement is subject to withdrawal for the following reasons:

1. If the Hellenic Competition Commission has not issued its decision by 31.03.2024, unless the Parties agree to extend it, or if it does not grant its approval, or grants it under conditions unacceptable to the Purchaser. The Sellers are entitled to compensation in the amount of EUR 10 million in this case.
2. If any of the Contracting Parties fails to comply with some of the obligations for Transaction Completion, the other Contracting Party may withdraw from the Agreement. If the Sellers fail to meet any of their liability obligations for the completion of the Transaction, they will be obligated to return the advance payment received to the Purchaser.

VI. Transaction completion

Upon completion of the transaction, a share pledge agreement for AKTOR shares corresponding to 50% of the total paid-up capital of AKTOR will be signed to secure the repayment of the amount of EUR 114 million, which will be gradually lifted. In addition, the Parties will sign the necessary documents for the transfer of the shares

VII. Conduct Prior to Transaction Completion

From the date of signature of the Agreement until completion, the Company will make every effort to ensure that AKTOR and its subsidiaries continue to operate smoothly, in accordance with normal practice and without any (partial or total) interruption in its operation.

VIII. Seller's Guarantees

The Sellers provide limited representations and guarantees (hereinafter "**Guarantees**"), particularly with regard to the following issues:

1. Accounting statements, degree
2. Assets and property
3. Compliance with applicable legislation, permits, approvals and certificates
4. Personal data protection
5. Litigation and other disputes
6. Insurance
7. Legal function and status, authority
8. Capacity to conclude the Contract and to perform the acts and obligations provided for in the Agreement
9. Solvency
10. Adoption of measures to combat bribery and corruption, the fight against money laundering and the financing of terrorism and antitrust legislation
11. Shareholder status, shares free of encumbrances, share capital legally established
12. Full ownership and possession of the shares sold and ownership of the related voting rights

IX. Independent assumption of indemnity responsibilities

The Seller has assumed specific indemnity responsibilities for certain limited matters set out in the agreement.

X. Other Terms

The Parties agree to keep the Agreement and all information received from the other Party confidential.

This Agreement shall be governed by Greek law.

Any dispute arising from the Purchase Agreement shall be resolved by arbitration by the International Chamber of Commerce.