

CONTRACT OF DEPOSIT OF A PART OF THE ENTERPRISE

Contracting Parties:

1. ČEZ, a. s.

With the registered office located in Prague 4, Duhová 2/1444, Postcode 140 53
Registration No.: 452 74 649
The trading company is registered in the commercial register maintained by the
Municipal Court in Prague, Section B, Entry 1581

(Hereinafter referred to as “**the Depositor**”)

- For one party -

and

2. Elektrárna Chvaletice a.s.

12 With the registered office located in Chvaletice, K Elektrárně 227, Postcode 533
Registration No.: 287 86 009
The trading company is registered in the commercial register maintained by the
Regional Court in Hradec Králové, Section B, Entry 2905

(Hereinafter referred to as “**the Company**”)

- For the other party -

(Hereinafter the Depositor and the Company shall be mutually referred to as
“**the Contracting Parties**”, or individually “**the Contracting Party**”)

WHEREAS

- (A) The Depositor is a joint-stock company doing business in the power engineering branch, and the Depositor’s business activity is arranged in such a way, that within the framework of the Depositor’s enterprise the Depositor operates an independent organizational unit named “Power Plant Chvaletice”, the organizational unit Power Plant Chvaletice, which represents an independent organizational component of the Depositor’s enterprise in terms of the provisions of Section 487 of the Commercial Code, and is defined in detail in Article II hereof (hereinafter referred to as “**the Part of the Enterprise**”);
- (B) At the same time, the Depositor is the sole shareholder of the Company, and as the sole shareholder on (date) [●], within the scope of authority of the Company’s general meeting, the Depositor took a decision to increase the

Company's basic capital, from the present CZK 20,000,000, by the sum of CZK 4,386,000,000 (in words: four billion, three hundred and eighty-six million Czech crowns) to a new amount of CZK 4,406,000,000 (in words: four billion, four hundred and six million Czech crowns), namely by subscription to new shares on the part of the Depositor in the form of a non-monetary deposit, which is represented by the part of the enterprise "Power Plant Chvaletice", including the commitments related to this Part of the Enterprise (hereinafter referred to as "**the Non-monetary Deposit**"); on this decision, on (date) [●], JUDr. Helena Divišová, a notary public with the registered office located in Prague at the address Slezská 32, 120 00 Prague 2, drew up a notarial record NZ [●] (hereinafter referred to as "**the Decision**");

- (C) The Depositor's general meeting and the Company's sole shareholder, within the scope of authority of the Company's general meeting, granted consent to the conclusion of this Contract; the following notarial records were drawn up on these decisions: (i) notarial record NZ [●] of (date) [●], drawn up by [●], **notary public**, with the registered office located in [●], and (ii) notarial record NZ [●] of (date) [●] drawn up by JUDr. Helena Divišová, a notary public with the registered office located in Prague at the address Slezská 32, 120 00 Prague 2;
- (D) The Contracting Parties have reached complete mutual consensus regarding the facts set forth below,

The Contracting Parties decided, pursuant to Section 60, Paragraph 2 of the Act No. 513/1991 Coll., the Commercial Code, in the valid wording thereof (hereinafter referred to as "**the Commercial Code**"), and Section 59, Paragraph 5 of the Commercial Code, with the adequate use of the provisions of Section 476 and the following sections of the Commercial Code, to conclude this Contract of Deposit of a Part of the Enterprise (hereinafter referred to as "**the Contract**").

ARTICLE I.

Subject of the Contract

- I.1 The subject hereof is constituted by the Depositor's undertaking to hand over the Non-monetary Deposit to the Company, and transfer the right of ownership of the individual components of the Non-monetary Deposit to the Company, and by the Company's undertaking to take over the Non-monetary Deposit, namely under the conditions specified herein.

ARTICLE II.

Subject of the Deposit

- II.1 The Part of the Enterprise, which constitutes the subject of the Non-monetary Deposit, is a part of the Depositor's enterprise made up of the organizational unit named "Power Plant Chvaletice", which above all carries out the following activities:

- Production of electricity;

- Trade in electricity;
- Production of heat energy;
- Distribution of heat energy;
- Plumbing, heat engineering;
- Activity of accounting consultants, keeping of accounts, keeping of tax records;
- Assembly, repairs, checking and testing of electrical equipment;
- Production, trade and services not specified in Annexes 1 – 3 to the Trade Act;
- Lease of real estate, apartments and non-residential premises;

and which represents, as has already been stated in Paragraph (A) of the Preamble hereto, an independent organizational component of the Depositor in terms of the provisions of Section 487 of the Commercial Code, made up of things, rights, other property values and employees, factually and legally related to the activity of the organizational component "Power Plant Chvaletice".

- II.2 Within the framework of the Depositor's business activity, the Part of the Enterprise is operated as an independent, organizationally integrated organizational component of the enterprise, which runs business independently; in the Depositor's organizational structure it is designated as the organizational unit "Power Plant Chvaletice". The Depositor's organizational structure constitutes Annexe No. 2 hereto.
- II.3 The Depositor keeps separate accounts for the Part of the Enterprise made up of the organizational component "Power Plant Chvaletice", from which it follows what things, rights and other property values serve the purposes of operating the Part of the Enterprise. The balance sheet of the Part of the Enterprise, made up of the organizational component "Power Plant Chvaletice", constitutes Annexe No. 1 hereto.
- II.4 The individual components of the Non-monetary Deposit are described and defined herein and in the annexes hereto as follows:
- (a) Long-term intangible property
Long-term intangible property appertaining to the Part of the Enterprise, including all parts and appurtenances thereof, is registered in the prescribed records of the Depositor as a part of the assets, and is defined in Annexe No. 3 hereto.
- (b) Long-term tangible property
Long-term tangible property, with the exception of real estate, appertaining to the Part of the Enterprise, including all parts and appurtenances thereof, is registered in the prescribed records of the Depositor as a part of the assets, and is defined in Annexe No. 4 hereto.
- (c) Real estate
Pieces of real estate, i.e. plots of land and buildings, appertaining to the Part of the Enterprise, including all parts and appurtenances thereof, are

registered in the prescribed records of the Depositor as a part of the assets, and are defined in Annexe No. 5 hereto.

- (d) Long-term financial property
Long-term financial property appertaining to the Part of the Enterprise is registered in the prescribed records of the Depositor as a part of the assets, and is defined in Annexe No. 6 hereto.
- (e) Supplies
Supplies appertaining to the Part of the Enterprise, including all parts and appurtenances thereof, are registered in the prescribed records of the Depositor as a part of the assets, and are defined in Annexe No. 7 hereto.
- (f) Other property
Other property appertaining to the Part of the Enterprise, including all parts and appurtenances thereof, is registered in the prescribed records of the Depositor as a part of the assets, and is defined in Annexe No. 8 hereto.
- (g) Long-term receivables
Long-term receivables appertaining to the Part of the Enterprise, including all parts and appurtenances thereof, are registered in the prescribed records of the Depositor as a part of the assets, and are defined in Annexe No. 9 hereto.
- (h) Short-term receivables
Short-term receivables appertaining to the Part of the Enterprise, including all parts and appurtenances thereof, are registered in the prescribed records of the Depositor as a part of the assets, and are defined in Annexe No. 10 hereto.
- (i) Short-term financial property
Short-term financial property appertaining to the Part of the Enterprise is registered in the prescribed records of the Depositor as a part of the assets, and is defined in Annexe No. 11 hereto.
- (j) Reserves
Reserves related to the Part of the Enterprise, including all parts and appurtenances thereof, are registered in the prescribed records of the Depositor as a part of the liabilities, and are defined in Annexe No. 12 hereto.
- (k) Long-term commitments
Long-term commitments related to the Part of the Enterprise, including all parts and appurtenances thereof, are registered in the prescribed records of the Depositor as a part of the liabilities, and are defined in Annexe No. 13 hereto.
- (l) Short-term commitments
Short-term commitments related to the Part of the Enterprise, including all parts and appurtenances thereof, are registered in the prescribed records

of the Depositor as a part of the liabilities, and are defined in Annexe No. 14 hereto.

- (m) Bank credits and aid
Bank credits and aid related to the Part of the Enterprise, including all parts and appurtenances thereof, are registered in the prescribed records of the Depositor as a part of the liabilities, and are defined in Annexe No. 15 hereto.
- (n) Time differentiation
Time differentiation related to the Part of the Enterprise is registered in the prescribed records of the Depositor either as a part of the assets or as a part of the liabilities, and is defined in Annexe No. 16 hereto.
- (o) Employees
A list of the employees, appertaining to the Part of the Enterprise and passing on from the Depositor to the Company, is contained in Annexe No. 17 hereto.
- (p) Contracts
A list of the contracts, related to the Part of the Enterprise and passing on from the Depositor to the Company, is contained in Annexe No. 18 hereto.
- (q) Other components of the Part of the Enterprise and other commitments
Other components of the Part of the Enterprise, including the parts and appurtenances thereof, as well as other commitments related to the Part of the Enterprise, including all parts and appurtenances thereof, which are not specified under Letters a) - p) of this paragraph, are defined in Annexe No. 19 hereto.

II.5 To exclude any doubt, the Contracting Parties declare that the subject of the Non-monetary Deposit is constituted by the whole Part of the Enterprise, including things, rights, other property values and commitments related to the Part of the Enterprise regardless of the fact, whether these are explicitly specified in Paragraph 2.4 hereof, or the explicit specification thereof in the relevant annexe hereto was omitted.

ARTICLE III.

Value of the Non-monetary Deposit

III.1 The value of the Non-monetary Deposit was ascertained by 31 December 2010 (hereinafter referred to as "**the Date of Valuation**") by expert opinion No. 217/27/2010 of 28 April 2010, drawn up for this purpose by an expert institution, the company ZNALEX, s.r.o., with the registered office located in Prague, Prague 1, V Jámě 5/699, Postcode 110 00, Registration No. 260 99 306, registered by the Ministry of Justice of the Czech Republic on the list of institutions qualified to carry out expert activity in the area of Economy, appointed pursuant to the provisions of Section 59, Paragraphs 3 and 4 of the Commercial Code, by resolution of the Regional Court in Hradec Králové,

branch of Pardubice, Ref. No. 2Nc 1209/2010-13, of 10 February 2010, which came into legal force on 16 February 2010. By the Date of Valuation, the value of the Non-monetary deposit has amounted to **CZK 4,386,157,000** (in words: four billion, three hundred and eighty-six million, one hundred and fifty-seven thousand Czech crowns).

III.2 By the day of the conclusion hereof, the value of the Non-monetary Deposit has amounted to CZK 4,386,000,000, at the minimum, and therefore it minimally corresponds to the amount of the aggregate emission rate of the shares, and the difference between the value of the Non-monetary Deposit by the Date of Payment and the aggregate emission rate of the shares shall be considered the emission agio making up the Company's own capital.

ARTICLE IV. Payment of the Deposit

IV.1 The Depositor hereby transfers the Non-monetary Deposit to the Company, and the Company takes over this Non-monetary Deposit.

IV.2 The Depositor is aware of the fact that pursuant to Section 204, Paragraph 3, in connection with Section 60, Paragraph 2 of the Commercial Code, the Deposit shall be paid off only on the day thereon the Non-monetary Deposit shall be handed over to, and taken over by the Company (hereinafter referred to as "**the Date of Payment**") The Depositor undertakes to hand over the Non-monetary Deposit within fifteen (15) days as of date of the conclusion hereof, at the latest, and pursuant to the provision of Section 204, Paragraph 3 of the Commercial Code the Non-monetary Deposit must be paid off prior to the submission of a proposal for registration of the increase in basic capital in the commercial register, at the latest.

IV.3 The Contracting Parties have agreed that by the Date of Payment:

(a) the Depositor

- (i) shall hand over the Non-monetary Deposit to the Company,
- (ii) provide the Company with all documentation related to the Non-monetary Deposit, above all contractual, accounting and technical documentation related to the Non-monetary Deposit;
- (iii) sign all the documents, which are necessary for the handover of the Non-monetary Deposit to the Company;

(b) The Company

- (i) shall take over the Non-monetary Deposit from the Depositor,
- (ii) take over all documentation related to the Non-monetary Deposit from the Depositor,
- (iii) sign all the documents, which are necessary for the takeover of the Non-monetary Deposit;

- (c) The Depositor and the Company shall jointly sign a record of the handover and takeover of the Non-monetary Deposit (hereinafter referred to as “**the Takeover Report**”).

The fulfilment of the obligation pursuant to this paragraph shall not affect the obligation of the Contracting Parties specified in Paragraph 5.4 hereof.

- IV.4 In the Takeover Report, the Contracting Parties shall specify the lacking items. Lacking items shall mean things, which the Depositor failed to hand over to the Company, although according to the accounting records and this Contract these things should be a part of the deposited Part of the Enterprise.
- IV.5 The Depositor shall hand over these items, making up a part of the Part of the Enterprise, according to their character by handing them over to the Company, by the Depositor’s designation thereof in the presence of the Company, by defining the location thereof, by the Depositor’s sufficient specification thereof for the Company, and possibly by providing a deed, which certifies ownership of given movable property and is necessary for disposal of this movable property. The Company shall confirm the takeover of the things in the Takeover Report.
- IV.6 The Depositor shall hand over the rights (including receivables, with the exception of the right of ownership), know-how and other property values, making up the Part of the Enterprise, to the Company, namely by giving the necessary explanation and the relevant documentation certifying the existence of a given right, or documentation wherein another property value is captured in a manner, which allows the use thereof. The Company shall confirm the takeover of the rights (with the exception of the right of ownership) and other property values in the form of the relevant documentation in the Takeover Report. The Depositor shall be obliged to give the Company the explanations required for the use of these rights and other property values, with the exception of cases wherein such explanations may be given by the employees transferred as a part of the Part of the Enterprise.
- IV.7 The Depositor shall hand over financial property, making up a part of the deposited Part of the Enterprise, to the Company in the following way: Cash in the cash office of the Part of the Enterprise shall be handed over as a movable item, and financial means deposited in the bank accounts maintained for the Part of the Enterprise, to which the Deposit is applicable, shall be transferred in such a manner, that the Depositor shall provide the Company with all documentation on these bank accounts, and the Depositor, the Company and the relevant bank shall conclude an agreement, under which the Company shall become the owner of these bank accounts; the Depositor undertakes to cooperate with the Company in any possible way, as required for the purposes of ensuring all the rights to these bank accounts for the Company. The Company shall confirm the takeover of financial property in the Takeover Report.
- IV.8 The Company shall take over the Depositor’s commitments, making up a part of the deposited Part of the Enterprise, by the Date of Payment. On the Date of Payment, the Depositor shall be obliged to provide the Company with the documents related to these commitments, and give the Company the

explanations required. The Company shall confirm the takeover of the commitments in the form of the necessary documentation in the Takeover Report.

IV.9 With regard to the Company's entering the Depositor's contractual relationships, which make up a part of the deposited Part of the Enterprise and at the same time constitute the rights and obligations, the arrangements specified in the preceding paragraphs of this article on the handover of other than ownership rights and takeover of commitments shall be applicable in similar way.

IV.10 The Depositor shall not delay in handing over the Non-monetary Deposit to the Company, unless the Company co-operates, as required for the handover in compliance with the preceding arrangements hereof.

IV.11 Should it turn out, that in connection with the handover and takeover of the Non-monetary Deposit the handover of any part thereof (items, documentation etc.) was omitted, or should it be impossible to hand over and take over this part for a technical or another objective reason, the Depositor undertakes to hand over this part of the Non-monetary Deposit additionally without undue delay, after such omission has become known thereto, or without undue delay upon the elimination of the reasons for non-handover thereof. Failure to hand over a part of the Non-monetary Deposit by the Date of Payment shall not affect the Company's right of ownership or disposal to the non-transferred part of the Non-monetary Deposit, emerging pursuant to Article V. hereof.

ARTICLE V.

Transfer of the Rights and Commitments

V.1 The right of ownership of the items, other rights and other property values, which serve, or with regard to the character thereof should serve the purposes of operating the Part of the Enterprise as the Non-monetary Deposit, shall pass on to the Company by the Date of Payment, with the exception of those rights and other property values, for which the relevant right shall be acquired by the date of effect of registration of this right in special records. The right of ownership of the pieces of real estate making up the Part of the Enterprise, shall pass on to the Company by registration thereof in the land register in accordance with Article VIII hereof.

V.2 All rights and commitments appertaining to the Part of the Enterprise concerned, including the rights and obligations arising from the labour-law relations towards the Depositor's employees, shall pass on to the Company by the Date of Payment. The rights and commitments (obligations) arising from the commitment relationships shall pass on to the Company regardless of the fact, whether they are governed by the Commercial Code or another legal regulation.

V.3 Rights and obligations arising from the Depositor's personal authorization given by e.g. a licence, trademark, as well as other personal components of business, which are exclusively connected with the Depositor and are not transferred to

the Company, or the Depositor's trading firm, do not make up a part of the Non-monetary Deposit under this Contract.

- V.4 With regard to the scope of the Depositor's business activity, the Contracting Parties are aware of the fact that the annexes hereto may not contain a complete list of the components of the Part of the Enterprise. To exclude any doubt, the Contracting Parties have agreed that alongside the items, rights and other property values and commitments (obligations), specified in Paragraph II.4 hereof, all other parts, factually and legally related to the Part of the Enterprise, shall pass on to the Company, as well, although they are not explicitly mentioned in the relevant annexe hereto, provided that they appertain to the Part of the Enterprise and serve the purpose of carrying out the activities specified in Article II.1 hereof. In these cases, if necessary, the Contracting Parties undertake to additionally modify the annexes hereto in the corresponding manner, to conclude an amendment hereto, or conclude a new separate contract.
- V.5 If any component of the Part of the Enterprise does not pass on to the Company for any legal or factual reason whatsoever, the Contracting Parties undertake to take or adopt other measures, which shall be close to the intended economic purpose hereof, so that the relevant component of the Enterprise should pass on to the Company.

ARTICLE VI.

Liability for Defects

- VI.1 The Company hereby declares that it has familiarized itself with the Non-monetary Deposit acquired thereby in advance, has sufficient information concerning the Non-monetary Deposit, and that it is aware of all defects and drawbacks limiting the Non-monetary Deposit, or otherwise related thereto. The Contracting Parties have agreed that with regard to the preceding sentences the Company shall acquire the Part of the Enterprise as it stands and lies.
- VI.2 The Depositor shall not be held liable for defects of the Part of the Enterprise, nor shall it be liable for the fact that the commitments related to the Part of the Enterprise, making up the Non-monetary Deposit, exceed the amount specified in Paragraph II.4 hereof. This shall not affect the Depositor's obligations arising from Section 59 of the Commercial Code in any way whatsoever.
- VI.3 The Contracting Parties have also agreed that the provisions of Sections 484 – 486 of the Commercial Code shall not be applicable to the legal relationship established between the Company and the Depositor.

ARTICLE VII.

Other Rights and Obligations of the Contracting Parties

- VII.1 The Contracting Parties undertake to mutually co-operate to the maximum, as required, in order to carry out all actions and measures properly and in time, to

obtain all consents, opinions, permits and decisions, which are necessary and essential for achieving the purpose hereof. The Contracting Parties shall be above all obliged to mutually provide information, draw up necessary documents, participate in negotiations or possible administrative proceedings etc. The Contracting Parties also undertake to mutually co-operate in the process of registering the transfer of the Part of the Enterprise, and increase in the Company's basic capital in the commercial register respectively.

VII.2 The Contracting Parties undertake, without undue delay after the Date of Payment, to notify third parties, above all the creditors, debtors, business partners of the transfer of the Part of the Enterprise from the Depositor to the Company; above all the Company, pursuant to the provisions of Section 477, Paragraph 4 of the Commercial Code, shall be obliged to notify the creditors of the takeover of commitments without undue delay, and the Depositor shall be obliged to notify the debtors of the transfer of receivables to the Company.

VII.3 The Depositor undertakes, should it obtain any notifications, correspondence, information, orders or queries regarding the Part of the Enterprise after the Date of Payment, to deliver them to the Company forthwith.

VII.4 The Contracting Parties undertake, after the Date of Payment without making any further payments, to mutually provide and hand over all deeds, documents and contracts, and take all further steps, which shall be legitimately required by the other Contracting Party, or which may be legitimately required by any state authorities or third parties.

VII.5 Either Contracting Party shall pay its own costs and expenditures incurred thereby and related to the preparation and conclusion hereof.

VII.6 Either Contracting Party undertakes to handle each piece of information, acquired or obtained thereby in connection with the Depositor's depositing the Part of the Enterprise in the Company's basic capital or as a result of the conclusion hereof, as confidential, and not to publish or otherwise disclose such information to third parties, nor shall they use such information with a view to obtaining benefit for themselves or anybody else. For the purposes hereof confidential information shall mean above all manufacture, technical, business, organizational, property and other data concerning either of the Parties, which are not available for the public, regardless of the fact, whether the disclosure thereof can do harm to the Party, which information concerns. The Contracting Parties undertake to abide by this provision after the expiry of the term of effect hereof, as well. The undertaking stated in the preceding sentences of this paragraph shall not be applicable to disclosure of confidential information:

- (a) If the other Contracting Party gave written consent to disclosure of information,
- (b) To own employees and persons having a similar relationship emerging under a trade or another contract, namely for the purposes of fulfilling the tasks of these persons, however, when disclosing classified information to

these persons the Contracting Party concerned must abide by the following rules:

- (i) The above-mentioned persons must not be provided with such confidential information, whose knowledge shall not be necessary for the fulfilment of the tasks of a given person, and
 - (ii) The above-mentioned persons must not be provided with confidential information, if a given person is not legally obliged to observe the conditions of concealing such information in accordance with this Contract,
- (c) However, in the event of performing the obligation to thwart or report the perpetration of a criminal offence, as imposed by the law, or another information duty under the law, the Contracting Party providing or disclosing confidential information concerning the other Contracting Party shall be obliged to designate it as business secret and notify the other Contracting Party of the provision thereof,
- (d) Information, in the concealment of which the Contracting Parties are not interested. However, the Contracting Parties must express their lack of interest in such information in advance.

VII.7 In accordance with the provision of Section 59, Paragraph 5 of the Commercial Code, in connection with the provision of Section 38i, Paragraph 1, Letter i) of the Commercial Code, the Depositor and the Company shall be obliged to deposit the Contract of Deposit of a Part of the Enterprise in the collection of deeds of the commercial register. Also, pursuant to the provision of Section 488, Paragraph 1 of the Commercial Code, the Depositor shall be obliged, without undue delay after making the deposit of the Part of the Enterprise, to propose and take all legal steps aimed at registering this in the commercial register.

ARTICLE VIII.

Declaration on Deposit of Real Estate

VIII.1 The Depositor, pursuant to the provision of Section 204, Paragraph 3 of the Commercial Code, in connection with Section 59, Paragraph 5, and Section 60, Paragraph 1 of the Commercial Code declares that it deposits the pieces of real estate specified in Annexe No. 5 hereto (hereinafter referred to as "**Real Estate**") in the Company's basic capital.

VIII.2 The right of ownership of Real Estate shall pass on to the Company by registration thereof in the land register.

VIII.3 As of the Date of Payment, the Company shall be entitled to use Real Estate and enjoy the fruits and benefits of Real Estate, namely free of charge until the right of ownership of Real Estate is registered in favour of the Company.

VIII.4 The Company undertakes, by the Date of Payment to draw up proper proposals for registration of the right of ownership of Real Estate in the land register in

favour of the Company (hereinafter referred to as “**the Proposals**”), and to submit these Proposals in the corresponding number to the Depositor for signing. The Depositor shall be obliged to sign the Proposals drawn up together with the Takeover Report. The Company also undertakes, within a period of five (5) business days as of the Date of Payment, but not earlier than within three (3) business days as of date of the legal effect of the decision on registration of the new amount of the Company’s business capital in the commercial register according to the Decision, to submit the Proposals to the relevant land registries together with all necessary annexes. However, the rights of the Contracting Parties to issue power of attorney for the purposes of representation in the process of registration of the right of ownership of Real Estate in the land register shall not be affected by this provision in any way whatsoever.

ARTICLE IX. Final Provisions

- IX.1 This Contract shall come into force and effect as of the instant of signing hereof by both Contracting Parties.
- IX.2 The Contracting Parties shall not, without prior written consent of the other Contracting Party, be entitled to cede any receivables or rights under this Contract, nor shall they be entitled to transfer the commitments under the Contract to a third party, unless the Contract stipulates otherwise. This Contract and the undertakings of the Contracting Parties contained herein shall be also binding on possible legal successors of the Contracting Parties.
- IX.3 The mutual rights and obligations of the Contracting Parties under this Contract shall be governed by the laws of the Czech Republic. Should in the course of duration hereof there occur any matter, which is not explicitly or implicitly regulated hereby, the Contracting Parties have agreed that such a matter shall be discussed and resolved in a manner, which shall be just for all Contracting Parties with regard to the purpose hereof only if possible, not unreasonably to the detriment of the interests of either of them.
- IX.4 Should any provision hereof become invalid or unenforceable for any reason whatsoever, the invalidity or unenforceability of such provision shall not affect the validity and effect of the remaining provisions, unless it follows from the character or contents of this provision that the invalid or unenforceable provision cannot be separated from the remaining contents of the Contract. Should any provision hereof become invalid or unenforceable, the Contracting Parties shall commence negotiations for the purposes of adjusting the mutual relationships anew, so that the original purpose hereof should be preserved. Until that time the generally binding regulations of the Czech Republic shall be applicable.
- IX.5 This Contract represents the complete agreement of the Contracting Parties regarding the subject hereof. This Contract may be amended or completed only by written amendments signed by both Contracting Parties. With regard to the matters not adjusted hereby, this contractual relationship shall be governed by the relevant provisions of the Commercial Code.

IX.6 Either Contracting Party shall fully bear its own costs and expenditures connected with the arrangement and conclusion of the Contract and the performance hereof, including costs and expenditure incurred thereby for its consultants, unless the Contract stipulates otherwise.

IX.7 An integral part hereof is constituted by the following annexes:

- Příloha č. 1 – Balance Sheet of the Organizational Component “Power Plant Chvaletice”
- Příloha č. 2 – Organizational Structure of the Depositor
- Příloha č. 3 – Long-term intangible property
- Příloha č. 4 – Long-term tangible property
- Příloha č. 5 – Real Estate
- Příloha č. 6 – Long-term Financial Property
- Příloha č. 7 – Supplies
- Příloha č. 8 – Other Property
- Příloha č. 9 – Long-term Receivables
- Příloha č. 10 – Short-term Receivables
- Příloha č. 11 – Short-term Financial Property
- Příloha č. 12 – Reserves
- Příloha č. 13 – Long-term Commitments
- Příloha č. 14 – Short-term Commitments
- Příloha č. 15 – Bank Credits and Aid
- Příloha č. 16 – Time Differentiation
- Příloha č. 17 – Employees
- Příloha č. 18 – Contracts
- Příloha č. 19 – Other Components of the Part of the Enterprise and Other Commitments

IX.8 This Contract has been drawn up in [●] ([●]) copies in the Czech language, of which either Contracting Party shall obtain two (2) copies, and the remaining copies shall be kept by the Company for the purposes of proceedings on registration of the right of ownership of Real Estate in the land register. Each copy hereof shall have the validity of the original.

* * *

In witness of their absolute consent to the contents hereof, the Contracting Parties attach their signatures hereto below.

(Place) [●], dated [●]

ČEZ, a. s.

Name: [●]
Position: [●]

Name: [●]
Position: [●]

(Place) [●], dated [●]

Elektrárna Chvaletice a.s.

Name: [●]
Position: [●]

Name: [●]
Position: [●]