

APPLICATION FOR PARTICIPATION IN THE TENDER

On June 13, 2007 Česká konsolidační agentura with its registered office in Prague 7, Janovského 438/2, Postal Code: 170 06, entered in the Commercial Register maintained by the Municipal Court in Prague, Section A., File No.: 45993, Identification Number (IČ): 70109966 (hereinafter "ČKA"), opened a public tender concerning selection of an entity to which ČKA would transfer its 100% (one hundred per cent) ownership interest in a business company ASSET PARK s.r.o., with its registered seat at Prague 1, Jungmannova 34, Postal Code 110 00, founded on June 13, 2007 subject to terms and conditions specified in the Agreement on Transfer of Ownership Interest (hereinafter the "Company" and the "Tender"). On the same date, ČKA published the Rules of the Tender (hereinafter the "Rules of the Tender").

In accordance with the Rules of the Tender, the entity described further below hereby registers as an applicant (hereinafter the "Applicant") to take part in the Tender.

Applicant's Business Name:

Applicant's Seat:

Identification Number (IČ):

Tax Identification Number (DIČ): (or other information allowing tax identification):

Acting through/Represented by:

Title:

Contact Person

Address in the Czech Republic for sending communications pursuant to Section 14.2 of the Rules of the Tender:

Attention of:

Telephone No.:

Fax No.:

E-mail address:

Bank account for possible return of the administrative fee:

maintained with:

Bank account for possible return of the Cash Security:

maintained with:

The Applicant hereby confirms that it has read, understood and unconditionally accepts the Rules of the Tender.

The Applicant has attached all documents described in section 4.1 of the Rules of the Tender together with this Application, namely the following documents:

1. two counterparts of the draft Confidentiality Agreement signed by the Applicant that corresponds to the form set out in Exhibit 2 to the Rules of the Tender, with signature officially verified;
2. a deed evidencing the Applicant's legal capacity that is required pursuant to section 4.1 (a)(iii) of the Rules of the Tender;
3. an original of the representation on fulfillment of the qualification criteria signed by the Applicant that corresponds to the form set out in Exhibit 3 to the Rules of the Tender, signature must be officially verified;
4. an original of the Statement on the Structure of the Group to which the Applicant belongs, signed by the Applicant, which corresponds to the form set out in Exhibit 4 to the Rules of the Tender, with signature officially verified.

At the same time the Applicant represents that the administrative fee pursuant to section 4.1(b) of the Rules of the Tender shall be paid in compliance with the Rules of the Tender, unless the administrative fee had already been paid.

The Applicant hereby applies for provision of documentation described in section 6.1 of the Rules of the Tender.

The Applicant hereby agrees that ČKA shall have the right to disclose at its sole discretion all information contained herein, as well as information that will be included in the Offer Declaration (as this expression is defined in the Rules of the Tender), to third parties and to publish such information, or, as the case may be, to dispose of such information otherwise.

In _____ on _____ 2007

[Applicant's Business Name]

Name:

Title:

[officially verified signature]

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (hereinafter the "Agreement") is concluded on the date stated further below by and between the following parties:

1. Česká konsolidační agentura
with its registered office in Prague 7, Janovského 438/2, Postal Code: 170 06
entered in the Commercial Register maintained by the Municipal Court in Prague,
Section A., File No.: 45993
Identification Number (IČ): 701 09 966
acting through/represented by

(hereinafter "ČKA"); and

2. []
with its registered office []
entered in []
Identification Number (IČ): []
Tax Identification Number (DIČ): []
represented by []

(hereinafter the "Applicant")

WHEREAS:

1. On June 13, 2007 ČKA announced the Tender concerning the selection of an entity to which ČKA would transfer its 100% (one hundred per cent) ownership interest in the business company ASSET PARK s.r.o., with its registered seat at Prague 1, Jungmannova 34, Postal Code 110 00, founded on June 13, 2007 (hereinafter the "Company"), subject to terms and conditions specified in the Agreement on Transfer of Ownership Interest;
2. The Applicant wishes to register for participation in the Tender;
3. During the Tender ČKA shall disclose and provide to the Applicant selected information about ČKA, the Company and the Assets that is not publicly available and may be of confidential nature;
4. The parties consider it necessary to regulate their rights and obligations relating to the disposal of information that are within the scope of this Agreement, in order to sufficiently protect the interest of ČKA in maintaining the confidential nature of the provided information;

Now, therefore, the parties have agreed as follows:

Article I.

1. For purposes of this Agreement, the "Confidential Information" shall include:

- (a) information, data and facts relating to ČKA, the Company and the Assets that ČKA made available in connection with the Tender, whether in transferable or non-transferable form, recorded in writing or on any data carrier (including magnetic or digital form) or disclosed orally or in any other form (whether or not marked as confidential);
 - (b) the content of the Datatape and all CD-ROM/DVD relating to the Assets provided by ČKA to the Applicant in connection with the Tender and the content of paper documentation provided by ČKA to the Applicant during the Tender;
 - (c) all information, documents and records containing information about the Company and the Assets that shall be handed over in the course of the due diligence review of the Company and the Assets to be assigned in magnetic, electronic and/or written form and/or that will be in the Data Room;
 - (d) analyses, compilations, diagrams, reviews and other data and materials prepared by the Applicant and/or persons to whom the Applicant provided information about the Company and the Assets, which contain or otherwise express the information described in Article I. section 1 a), b) or c) of this Agreement or that were created on the basis of such information; and
 - (e) the content of negotiations between the Applicant and ČKA.
2. For purposes of this Agreement, the Confidential Information shall not include information that:
- (a) in the moment of their provision such was publicly known, or that has become publicly known, without a breach of legal obligations, after being provided to the Applicant or persons authorized by the Applicant;
 - (b) was acquired by the Applicant, its employees, advisors, members or representatives independently from ČKA, otherwise than by a breach of legal obligations;
 - (c) the Applicant was obligated to provide to third parties on the basis of a statutory duty, provided that the Applicant shall inform ČKA immediately about the fact that the Applicant is subject to such statutory duty; or
 - (d) the Applicant provided to third parties with prior written consent of ČKA.

Article II.

1. The Applicant agrees to use the Confidential Information only in the manner stipulated in this Agreement, the Rules Applicable to Use of Data Carriers in the Due Diligence Process and in the Data Room Rules and only for the purposes of the Tender, in particular to decide on the submission of an offer.
2. The Applicant agrees to keep the provided Confidential Information secret and not to disclose such Confidential Information to third parties, except for cases described further below, throughout the entire period during which the Applicant has the Confidential Information at its disposal.
3. The Applicant undertakes to ensure due and safe depositing of all Confidential Information. The Applicant shall make copies of documents containing the Confidential Information only in the manner permitted by the Rules of the Tender, the Rules Applicable

to Use of Data Carriers in the Due Diligence Process and by the Data Room Rules and only to an extent inevitably necessary for the Applicant's participation in the Tender.

4. The Applicant shall not disclose the Confidential Information or to allow access to the Confidential Information to persons other than the Applicant's employees, advisors, members of representatives who inevitably need such Confidential Information for the purposes of the Tender, without prior written consent of ČKA. The Applicant shall report the names of such persons to ČKA before such persons are allowed access to the Confidential Information. The Applicant is obligated to impose upon persons to whom the Confidential Information shall be disclosed an obligation to protect the Confidential Information at least within the same extent as such obligation applies to the Applicant pursuant to this Agreement. The Applicant shall be liable for any breach of this obligation by a third party.

Article III.

1. If the Applicant fulfills the qualification criteria and other terms and conditions for participation in the Tender, ČKA shall deliver the Datatape and CD-ROM/DVD to the Applicant in compliance with the Rules of the Tender. The parties shall prepare a hand-over protocol in respect thereof; such protocol shall be signed by a person authorized to act on behalf of the Applicant.
2. The Applicant shall return the Datatape, CD-ROM/DVD and possible other data carriers received by the Applicant, if any, to ČKA:
 - (a) together with delivery of a notice on withdrawal from the Tender at the latest,
 - (b) within 3 (three) days as from delivery of a notice of elimination from the Tender at the latest, or
 - (c) by 4:00 p.m. of the day preceding the Offer Submission Date at the latest, or
 - (d) within 3 (three) days after the Tender was cancelled at the latest.

ČKA and the Applicant shall prepare a hand-over protocol concerning the return of the Datatape and CD-ROM/DVD and possible other electronic data carriers.

3. In case of a breach of the duty stipulated in section 2. of this Article the Applicant shall pay to ČKA a contractual penalty of CZK 20,000 (in words: twenty thousand Czech crowns) for each individual unreturned electronic data carrier. The right of ČKA to payment of the contractual penalty shall not affect the right of ČKA to claim compensation of damage even to an extent exceeding the contractual penalty.
4. ČKA agrees to hand over to the Applicant the Datatape, CD-ROM/DVD and possible other electronic data carriers of ČKA that had been provided to the Applicant in case that the Applicant becomes the winner of the Tender.
5. The Applicant furthermore agrees that in case the Applicant does not become the winner of the Tender, it shall destroy immediately after the end of the Tender any and all documents, deeds, data carriers or records on memory media containing the Confidential Information (this shall include deletion of any temporary copies of the Confidential Information created or filed on any record media); the Applicant shall confirm to ČKA in writing that all Confidential Information was destroyed (deleted).

Article IV.

The Applicant acknowledges that the information about the Company and the Assets and other data that will be provided to the Applicant during the Tender may contain personal data. The Applicant undertakes to keep such personal data confidential and to treat such personal data in compliance with the Act No. 101/2000 Coll., on the Personal Data Protection, as amended, and also treat them as Confidential Information pursuant to this Agreement.

Article V.

ČKA hereby informs the Applicant that the information (including the Confidential Information) provided to the Applicant in connection with the Tender may not be correct, precise or complete and the Applicant hereby acknowledges such fact. The Applicant further agrees that ČKA (or its employees, advisors or representatives) shall not bear any liability that would arise from the use of the Confidential Information and/or any other disclosed information. Furthermore, ČKA (or its employees, advisors or representatives) shall not be liable for the correctness, preciseness or completeness of any standpoints, estimates or outlooks, or for any mistakes, omissions and/or incorrect statements made by it. ČKA is not obligated to provide any additional information and/or to update the Confidential Information and/or to correct any possible errors.

Article VI.

1. If the Applicant breaches any of the obligations agreed in Article II. of this Agreement, the Applicant shall pay to ČKA a contractual penalty of CZK 1,000,000 (in words: one million Czech crowns) for each individual breach of such obligation.
2. The Applicant shall pay the contractual penalty within 10 (ten) business days as from delivery of the first written request of ČKA for payment thereof; such payment to be made to the account determined by ČKA to the Applicant in the request. The right of ČKA to payment of the contractual penalty shall not affect the right of ČKA to claim compensation of damage even to an extent exceeding the contractual penalty.

Article VII.

1. If by operation of a legal regulation, a judicial or another decision or due to any other fact ČKA becomes obligated to pay any amount in favor of any third party in connection with a breach by the Applicant of its duties, the Applicant agrees to meet such obligation in place of ČKA. If the Applicant fails to meet such obligation and ČKA has to fulfill it by itself, the Applicant shall reimburse to ČKA any and all amounts paid by ČKA in connection therewith as well as all costs incurred by ČKA in connection therewith.
2. The capitalized expressions used but not defined herein shall have the meaning assigned to them in the Rules of the Tender.
3. The provisions of this Agreement shall be binding also upon the Applicant's legal successors.
4. This Agreement may be amended or terminated only upon an agreement of the parties made in writing.
5. This Agreement shall be governed by the laws of the Czech Republic.
6. This Agreement shall come into full force and effect upon its signing by both parties hereto.
7. This Agreement has been executed in two counterparts of which each of the parties shall receive one.

In Prague on _____ 2007

Česká konsolidační agentura

In _____ on _____ 2007

[Applicant's Business Name]

Name:
Title:

Name:
Title: []

Name:
Title:

Name:
Title: []
[officially verified signature is necessary]

Unofficial translation
For information only

DECLARATION ON FULFILLMENT OF QUALIFICATION CRITERIA

[Business name of the entity that is interested in taking part in the Tender], with its registered office in [____], Identification Number (IČ): [____], a company duly established and incorporated in compliance with the laws of [____] (hereinafter the "Applicant"),

hereby represents that

the Applicant has fulfilled all terms and conditions and the qualification criteria of the Tender concerning the selection of an entity to whom the 100% (one hundred per cent) ownership interest in the Company held by ČKA will be transferred subject to terms and conditions of an Agreement on Transfer of Ownership Interest, announced by Česká konsolidační agentura, with its registered office in Prague 7, Janovského 438/2, Postal Code: 170 06, IČ: 70109966, entered in the Commercial Register maintained by the Municipal Court in Prague, Section A., File No.: 45993 ("ČKA") on June 13, 2007, as such terms and conditions are set forth in the Rules of the Tender, in particular, that the Applicant:

- (a) is a legal entity;
- (b) is not subject to liquidation or similar proceedings pursuant to foreign legal regulations;
- (c) is not bankrupt, no bankruptcy order was issued in respect of the Applicant or a petition for declaration of a bankruptcy order was not rejected due to a lack of the Applicant's assets, and no bankruptcy proceedings in respect of the Applicant were cancelled due to a lack of assets, the Applicant is not a party to settlement proceedings, nor the Applicant is a party to proceedings under foreign legal regulations similar to bankruptcy or settlement proceedings;
- (d) has no tax arrears in the Czech Republic;
- (e) has no arrears on public health insurance payments in the Czech Republic or penalty relating thereto, no arrears on social security insurance payments in the Czech Republic or penalty relating thereto and no arrears on the state employment policy contribution in the Czech Republic;
- (f) neither the Applicant, nor any entity belonging to the same Linked Group with the Applicant, nor any other entity having a capital interest in the Applicant in excess of 5 (five) per cent, nor any other entity taking concerted action with the Applicant, or, as the case may be, with an entity belonging into the same Linked Group as the Applicant, conduct any court or arbitration proceedings against ČKA in connection with the agreement containing the general terms and conditions for assignment of a large number of receivables from various debtors in the same moment (the so-called block sale of receivables). At the same time, the Applicant represents that neither the Applicant nor any of the persons referred to in this subsection (f) had been successful in such proceedings in the past five years before the Tender was opened;
- (g) except for the Applicant, no person belonging to the same Linked Group with the Applicant participates or intends to participate in the Tender;

- (h) in connection with the Tender, the Applicant does not act in cooperation or in concert with any other entity that participates or intends to participate in the Tender;
- (i) neither the Applicant nor any entity belonging to the same Linked Group with the Applicant are as debtors in delay with the performance of enforceable receivables the creditor of which is ČKA;
- (j) neither the Applicant, nor any entity belonging to the same Linked Group with the Applicant, any entity that is the statutory body or a member of a statutory body or a member of another body of the Applicant or another entity belonging together with the Applicant in the same Linked Group, directly or indirectly participate nor participated in the past, in criminal activities (unless such entity is deemed as not sentenced), and neither the Applicant nor any of the aforementioned entities participate or participated in the past, in any activity connected with legalization of proceeds from criminal activities. Activities that are considered as participation in criminal activities and what is considered as legalization of proceeds from criminal activities shall be determined according to the Czech legal regulations and according to legal regulations of the countries where the Applicant or another entity belonging together with the Applicant in the same Linked Group has its registered seat or pursues business activities;
- (k) the Applicant has secured sufficient financial means necessary for fulfillment of the Applicant's obligations that will arise to the Applicant from its participation in the Tender and/or from the Agreement on Transfer of Ownership Interest. Such financial means do not originate from proceeds from criminal activities;
- (l) the Applicant itself or together with entities belonging in the same Group Having Property Ties (as defined in section 3.4 of the Rules of the Tender) with the Applicant holds total assets amounting to at least CZK 1,000 million or its equivalent in a foreign currency converted according to the rate published by the Czech National Bank as of the Tender announcement date, as such information is based on audited regular financial statements for the past completed accounting period prior to opening of the Tender.

The capitalized expressions used but not defined herein shall have the meaning assigned to them in the Rules of the Tender.

The Applicant hereby confirms that it is aware of legal consequences of any untrue statements, including, without limitation, possible elimination from the participation in the Tender.

In _____ on _____ 2007

 [Applicant's Business Name]

Name:

Title:.....

[officially verified signature is required]

STATEMENT ON THE GROUP STRUCTURE

[Business name of the entity that is interested in taking part in the Tender] with its registered office in [____], Identification Number (IČ): [____], a company established pursuant to the laws of [____], represented by [name], acting in the capacity of [the Executive Director/member of the Board of Directors, based on a power of attorney etc.] (the "Participant"), hereby for the purposes of the public tender announced by Česká konsolidační agentura with its registered office in Prague 7, Janovského 438/2, Postal Code: 170 06, IČ: 70109966, entered in the Commercial Register maintained by the Municipal Court in Prague, Section A., File No.: 45993 ("ČKA"), on June 13, 2007, concerning the selection of an entity to whom the 100% (one hundred per cent) ownership interest in the Company will be transferred subject to terms and conditions of the Agreement on Transfer of Ownership Interest (the "Tender"), and in compliance with the Rules of the Tender published by ČKA on the same date (the "Rules of the Tender").

represents that

1. it is a member of the group: [____] [described in a greater detail in the exhibit] [an organizational chart is included in the exhibit] [Note: the amount of ownership interest and the manner of control must at all times be stated so that a "Linked Group", a "Group Having Property Ties", members/shareholders of the Bidder and persons ultimately controlling the Bidder can be unambiguously identified – see section 4.1(a)(v) of the Rules of the Tender];
2. companies of the group that pursuant to the Rules of the Tender constitute a Group Having Property Ties, had aggregate assets amounting to CZK [USD] [____], as such information is included in the audited regular financial statements for the last completed accounting period before opening of the Tender.

The capitalized expressions used but not defined herein shall have the meaning assigned to them in the Rules of the Tender.

The Bidder hereby confirms that it is aware of legal consequences of any untrue statements, in particular, without limitation, possible elimination from the participation in the Tender.

In _____ on _____ 2007

[Business Name of the Bidder]

Name:

Title:.....

[officially verified signature is necessary]

AGREEMENT ON THE CASH SECURITY AND CONTRACTUAL PENALTY

This Agreement on the Cash Security and Contractual Penalty (hereinafter the "Agreement") is concluded on the day stated below by and between the following parties:

1. Česká konsolidační agentura
with its registered office in Prague 7, Janovského 438/2, Postal Code: 170 06
entered in the Commercial Register maintained by the Municipal Court in Prague,
Section A., File No.: 45993
Identification Number (IČ): 701 09 966
acting through/represented by

(hereinafter "ČKA"); and
2. []
with its registered office []
entered in []
Identification Number (IČ): []
Tax Identification Number (DIČ): []
acting through/represented by []

(hereinafter the "Participant")

WHEREAS:

1. On June 13, 2007 ČKA announced the Tender concerning the selection of an entity to which ČKA would transfer its 100% (one hundred per cent) ownership interest in the business company ASSET PARK s.r.o., with its registered seat at Prague 1, Jungmannova 34, Postal Code 110 00, founded on June 13, 2007 (the "Company"), subject to terms specified in the Agreement on Transfer of Ownership Interest;
2. In compliance with the Rules of the Tender each participant in the Tender submitting an offer is obligated to provide ČKA with a financial security amounting to CZK 50,000,000 (in words: fifty million Czech crowns) (hereinafter the "Cash Security");
3. In compliance with the Rules of the Tender the Participant was to pay the Cash Security via a wire transfer to the bank account of ČKA, account No.: 2019661/3300, IBAN: CZ34 3300 0000 0000 0201 9661, maintained with Česká konsolidační agentura, with its seat in Prague 7, Janovského 438/2, Postal Code: 170 06, before the date of filing of the Participant's offer in the Tender;

NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

1. **Cash Security**

- 1.1 The Participant represents that it has paid CZK 50,000,000 (in words: fifty million Czech crowns) as the Cash Security pursuant to the Rules of the Tender via a wire transfer to the bank account of ČKA, account No.: 2019661/3300, IBAN: CZ34 3300 0000 0000 0201 9661, maintained with Česká konsolidační agentura, with its seat in Prague 7, Janovského 438/2, Postal Code: 170 06, before the date of filing of the Participant's offer in the Tender. The Participant paid the Cash Security in order to secure its obligations from the Tender.
- 1.2 ČKA agrees to dispose of the Cash Security in compliance with the provisions of this Agreement.
2. **Interest**
- 2.1 ČKA agrees to accrue interest on the provided Cash Security at a rate "2T repo" published by the Czech National Bank minus 0.75% commencing as from the day following the date of crediting the Cash Security to the above bank account of ČKA until the day immediately preceding the date when the Cash Security is returned, used for payment of a contractual penalty or used as an advance payment of the consideration pursuant to the Agreement on Transfer of Ownership Interest. The interest shall be calculated using a year of 365 days and an actual number of days. The interest shall be calculated by ČKA and its calculation shall be final and binding upon the Participant. ČKA shall have the right to pay the interest to the Participant after deduction of all applicable withholding amounts and deduction relating to current or future taxes, payments, benefits and fees.
3. **Return of the Cash Security**
- 3.1 ČKA shall return the Cash Security together with the interest accrued thereon to the Participant's bank account:
- (a) within 15 (fifteen) days following conclusion of the Agreement on Transfer of Ownership Interest with the winner of the Tender, if the Participant's offer is evaluated as the second highest; this shall not apply in case that the Agreement on Transfer of Ownership Interest is concluded with such Participant subject to terms and conditions set forth in the Rules of the Tender. The Cash Security, however, shall be returned no later than the fifth day after the date when the binding nature of the proposal for conclusion of the Agreement on Transfer of Ownership Interest has expired; or
 - (b) by September 10, 2007, if the Participant neither becomes the winner of the Tender, nor its offer is evaluated as the second highest, or in case the Participant has submitted an invalid offer or ČKA decides to reject all submitted offers and not to conclude the Agreement on Transfer of Ownership Interest with any of the Participants; or
 - (c) within 5 (five) days as from publication of a notice concerning the fact that the Tender was cancelled.
- 3.2 The parties have agreed that all bank fees connected with return of the Cash Security shall be borne by the Participant.
- 3.3 The Cash Security shall be deemed returned on the date when the Cash Security was debited from the bank account of ČKA in favor of the recipient's account.

4. Contractual Penalty

4.1 If the Participant materially breaches the Rules of the Tender, the Participant shall pay to ČKA a contractual penalty of CZK 200,000,000 (in words: two hundred million Czech crowns) for each individual case of material breach of the Rules of the Tender specified under clause b) of this Article, and a contractual penalty in the amount of CZK 50,000,000 (in words: fifty million Czech crowns) for each individual case of material breach of the Rules of the Tender specified under clauses a) and c) of this Article. The following conduct is deemed to be a material breach of the Rules of the Tender:

- (a) an untrue notification or representation of the Participant, even if such notification or representation relates to the Designated Entity, in any document delivered to ČKA during the Tender;
- (b) the Agreement on Transfer of Ownership Interest is not concluded due to reasons on the side of the Participant or the Designated Entity in case that the Participant was chosen as the winner of the Tender; or
- (c) the Participant that was chosen as the winner of the Tender and that requested the Agreement on Transfer of Ownership Interest be concluded with a Designated Entity, loses control over such Designated Entity at the time until the conclusion of the Agreement on Transfer of Ownership Interest.

4.2 The right of ČKA to payment of the contractual penalty shall not affect the right of ČKA to claim compensation of damage even to an extent exceeding the contractual penalty.

4.3 ČKA shall have the right to use the provided Cash Security for payment of its receivable from the Participant concerning the payment of the contractual penalty, or of the part of such receivable.

5. Cash Security of the Winner of the Tender

5.1 If the Participant becomes the winner of the Tender, the Cash Security together with the interest accrued thereon shall be used as an advance payment in compliance with the terms and conditions of the Agreement on Transfer of Ownership Interest, even in case the Agreement on Transfer of Ownership Interest is to be concluded with a Designated Entity.

5.2 The same procedure shall apply in case of termination of the Agreement on Transfer of Ownership Interest concluded with the winner of the Tender, or, as the case may be, with the Designated Entity appointed by the winner of the Tender, in a manner other than by fulfillment or a manner replacing the fulfillment, or if for reasons on the side of the winner of the Tender, or, as the case may be, of the Designated Entity appointed by the winner of the Tender, the Agreement on Transfer of Ownership Interest is not at all concluded, and subsequently the Agreement on Transfer of Ownership Interest is concluded with a Participant (or a Designated Entity appointed by such Participant) whose offer was evaluated as the second highest.

6. Validity and Effectiveness

This Agreement shall come into full force and effect upon the moment when it is delivered to ČKA together with the Participant's offer in the Tender and upon the payment of the Cash Security.

7. **Final Provisions**

- 7.1 This Agreement is governed by the laws of the Czech Republic.
- 7.2 For the purpose of resolution of disputes arising hereunder or in connection herewith that cannot be settled amicably, the parties have agreed that the court locally competent on the first level shall be the Municipal Court in Prague or the District Court for Prague 1, depending on their material jurisdiction.
- 7.3 The capitalized expressions used but not defined herein shall have the meaning assigned to them in the Rules of the Tender.
- 7.4 This Agreement may be amended or terminated only upon an agreement of the parties made in writing.
- 7.5 This Agreement has been executed in two counterparts of which each of the parties shall receive one.

In Prague on _____ 2007

In _____ on _____ 2007

Česká konsolidační agentura

[Participant's Business Name]

Name:
Title:

Name:
Title: []

Name:
Title:

Name:
Title: []
[officially verified signature is necessary]

LIST OF PERSONS

On June 13, 2007 Česká konsolidační agentura with its registered office in Prague 7, Janovského 438/2, Postal Code: 170 06, Identification Number (IČ): 70109966, entered in the Commercial Register maintained by the Municipal Court in Prague, Section A., File No.: 45993 (hereinafter "ČKA") opened a public tender concerning the selection of an entity to whom ČKA would transfer its 100% (one hundred per cent) ownership interest in the Company subject to terms and conditions specified in the Agreement on Transfer of Ownership Interest (hereinafter the "Tender").

In compliance with the Rules of the Tender that were published on the date of announcing the Tender, in compliance with the Confidentiality Agreement concluded by and between ČKA and us (the "Confidentiality Agreement"), as well as in compliance with the Rules Applicable to Use of Data Carriers in the Due Diligence Process that constitute an exhibit to the Rules of the Tender (the "Rules"), we hereby represent that as of today's date the list of all persons who will have access to the Confidential Information (as this expression is defined in the Confidentiality Agreement) contained on the Datatape, CD-ROM/DVD, in documents available in the data room or elsewhere, attached hereto as an exhibit, is complete and correct.

At the same time, we undertake to:

1. inform ČKA, at all times on a timely basis and in writing, about any changes in persons on the list (if any persons are added to the list or eliminated therefrom);
2. abide by the Confidentiality Agreement and the Rules;
3. secure that each person who will have access to the Confidential Information (the "User"), gets acquainted with the Confidentiality Agreement and the Rules and abides thereby;
4. treat the information recorded on the Datatape, CD-ROM/DVD, as well as the documents made available in the data room as Confidential Information pursuant to Confidentiality Agreement.

In compliance with the Rules of the Tender we have attached the Rules signed by each User listed in the exhibit hereto.

The capitalized expressions used but not defined herein shall have the meaning assigned to them in the Rules of the Tender.

In Prague on _____ 2007

[Participant's Business Name]

Name: []

Title: []

LIST OF PERSONS

The list below includes all persons working for [*Participant's Business Name*] with its registered office [____], Identification Number (IČ): [____], including financial, organizational, legal or other advisors who shall have access to the Confidential Information (as such expression is defined in the Confidentiality Agreement) as of the date of execution hereof:

USER'S NAME AND SURNAME	USER'S COMPANY	USER'S DATE OF BIRTH

We shall inform you at all times in writing about any and all amendments to this list on a timely basis.

We hereby represent that all persons listed above have given their consent to ČKA for archiving the personal data stated herein for a period of 5 (five) years as from the date of delivery of this list to ČKA. If new persons are added to the list, we shall arrange for obtaining their respective consent. We shall deliver such consent(s) to ČKA at any time upon its request.

In _____ on _____ 2007

[Participant's Business Name]
Name: [____]
Title: [____]

**RULES APPLICABLE TO USE OF DATA CARRIERS
IN THE DUE DILIGENCE PROCESS**

On June 13, 2007 Česká konsolidační agentura with its registered office in Prague 7, Janovského 438/2, Postal Code: 170 06, IČ: 70109966, entered in the Commercial Register maintained by the Municipal Court in Prague, Section A., File No.: 45993 (hereinafter "ČKA") opened a public tender concerning the selection of an entity to which ČKA would transfer its 100% (one hundred per cent) ownership interest in the Company subject to terms and conditions specified in the Agreement on Transfer of Ownership Interest (the "Tender").

These rules applicable to use of data carriers in the due diligence process constitute an exhibit to the Rules of the Tender published on the date of the Tender opening (hereinafter the "Rules"). The Rules regulate the use of information contained in paper documents, on CD-ROM/DVD and on the Datatape that were pursuant to the Rules of the Tender provided to Participants and persons authorized by them, i.e. to those persons who will have access to the Confidential Information within the framework of the due diligence (individually referred to as the "User").

1. Confidentiality

1.1 Information included in paper documents, on CD-ROM/DVD and on the Datatape is disclosed to the User in compliance with the terms and conditions set forth in the Confidentiality Agreement concluded by and between ČKA and the Participant (hereinafter the "Confidentiality Agreement"). Such information is Confidential Information (as this expression is defined in the Confidentiality Agreement) and the Confidentiality Agreement applies thereto.

2. Non-Existence of Guarantees

2.1 ČKA neither provides nor makes any statement, guarantee, promise or confirmation of any kind whatsoever, whether explicitly or silently, in relation to any information including the preciseness, reliability or completeness thereof.

2.2 Upon disclosing the information, ČKA assumes no obligation to provide any further information or to update such information or to correct any errors or incorrectness.

3. Procedure

3.1 CD-ROM/DVD contain scanned documents relating to the Assets, the Company and the transaction that ČKA has at its disposal. Paper copies of such documents are in the Data Room. Any other special instructions applicable to the use of such data carriers will be provided together with hand-over of such data carriers.

3.2 A written list of Users who will be allowed access to the Confidential Information will be delivered to ČKA prior to hand-over of CD-ROM/DVD and the Datatape to the Participant. The Participant undertakes to inform ČKA in writing without undue delay about any and all changes in persons that will be allowed access to the Confidential Information. Together with an announcement of the name of another person who shall have access to the Confidential Information the Participant shall deliver to ČKA these Rules signed by such other person.

- 3.3 CD-ROM/DVD and the Datatape were handed over to the Participant in compliance with section 6 of the Rules of the Tender and a hand-over protocol was prepared in respect thereof.
- 3.4 Any additional CD-ROM/DVD, if any, will be handed-over to the Participants in the data room and they shall confirm such fact by a signature.
- 3.5 The Participants and the persons authorized by them taking part in the due diligence process will furthermore be allowed access to the data room located in the registered seat of ČKA at the address: Prague 7, Janovského 438/2, provided, however, that visitors to the data room will sign the Data Room Rules. The data room will contain information about the Company, the Assets and the Transaction in paper form.
- 3.6 New documents may be brought in the data room on a continuous basis. Documents made available to the Participants in the data room may not be taken out of the data room. Participants and persons authorized thereby should further use the data room to make sure that they have got acquainted with all documents and information made available to the Participant by ČKA.
- 3.7 If a User has questions concerning the provided information, CD-ROM/DVD, the Datatape or other inquiries, the User may submit such questions in writing solely to the due diligence coordinator (ČKA shall inform the Participants about the name and other data concerning the due diligence coordinator in a suitable manner). ČKA is not obligated to answer the inquiries. All answers to inquiries relating to the information provided will be sent by e-mail to all Users. Such answers may also be included on other CD-ROM/DVDs to be distributed among all Users and form a part of the Confidential Information under the Confidentiality Agreement.
4. **Copies and Records**
- 4.1 The Confidentiality Agreement applies to all information and all printed reports, copies or notes made therefrom.
5. **Return of Data Carriers**
- 5.1 The Participant is obligated to return the provided CD-ROM/DVD and the Datatape in compliance with the Rules of the Tender. The Participant is furthermore obligated to destroy all printed reports and/or copies of information or other records thereabout (including electronic records) in compliance with the Rules of the Tender and the Confidential Agreement.
6. **Other Provisions**
- 6.1 ČKA reserves the right to amend these Rules.
- 6.2 All capitalized expressions used herein shall have the same meaning as in the Rules of the Tender or in the Confidentiality Agreement, unless these Rules stipulate otherwise.

These Rules shall be signed by each Participant and upon a request of ČKA also each User.

I hereby confirm that I have been acquainted with the Confidentiality Agreement concluded by the Participant and that I shall abide by the obligations of the Participant arising thereunder.

I represent that I have read these Rules Applicable to Use of Data Carriers in the Due Diligence Process and that I shall abide thereby.

Participant: *[Participant's Business Name]*

User:

Signature: _____

Name:

Business name:

Title:

Date:

Unofficial translation
For information only

PROTOCOL ON HAND-OVER OF THE DATATAPE AND CD-ROM/DVD

On June 13, 2007 Česká konsolidační agentura with its registered office in Prague 7, Janovského 438/2, Postal Code: 170 06, Identification Number (IČ): 70109966, entered in the Commercial Register maintained by the Municipal Court in Prague, Section A., File No.: 45993 (hereinafter "ČKA") opened a public tender concerning the selection of an entity to which ČKA would transfer its 100% (one hundred per cent) ownership interest in the Company subject to terms and conditions specified in the Agreement on Transfer of Ownership Interest (hereinafter the "Tender").

1. In compliance with the Rules of the Tender the Participant described below accepted the Datatape containing materials for due diligence review of the Assets.
2. In compliance with the Rules of the Tender the Participant described below accepted two sets of CD-ROM/DVD containing materials for the due diligence review. Both sets of CD-ROM/DVD contain the same information.
3. Upon signing this Protocol, ČKA and the Participant have confirmed the hand-over and take-over of the Datatape and two sets of CD-ROM/DVD containing materials for the due diligence review.
4. The Participant is obligated to handle the Datatape and CD-ROM/DVD only in compliance with the Rules Applicable to Use of Data Carriers in the Due Diligence Process.
5. The Datatape and CD-ROM/DVD shall be returned to ČKA in compliance with the Rules of the Tender.
6. The documents and information contained on the Datatape and CD-ROM/DVD are Confidential Information pursuant to the Confidentiality Agreement concluded by and between ČKA and the undersigned Participant and they shall be treated as such.

The capitalized expressions used but not defined herein shall have the meaning assigned to them in the Rules of the Tender.

In Prague on _____ 2007

In Prague on _____ 2007

Česká konsolidační agentura

Name: [_____]

Title: [_____]

[Participant's Business Name]

Name: [_____]

Title: [_____]

Česká konsolidační agentura

Name: [_____]

Title: [_____]

DATA ROOM RULES

On June 13, 2007 Česká konsolidační agentura with its registered office in Prague 7, Janovského 438/2, Postal Code: 170 06, Identification Number (IČ): 70109966, entered in the Commercial Register maintained by the Municipal Court in Prague, Section A., File No.: 45993 (hereinafter "ČKA") opened a public tender concerning the selection of an entity to which ČKA would transfer its 100% (one hundred per cent) ownership interest in the Company subject to terms and conditions specified in the Agreement on Transfer of Ownership Interest (hereinafter the "Tender"). These data room rules constitute an Exhibit to the Rules of the Tender published on the date of the Tender opening (hereinafter the "Rules"). ČKA shall allow the Participants and persons authorized by the Participants to perform a due diligence review of paper documentation relating to the Company and the Assets, such review to have the form of visits to the data room at times and within an extent to be determined by ČKA.

These Rules regulate the use of premises and information made available to the Participants and to persons authorized by them within the framework of the due diligence process (the "Visitors") in data rooms to be established in the ČKA's registered seat at the address: Prague 7, Janovského 438/2. These Rules shall apply to all entrances of Visitors to the data rooms and each Visitor is obligated to abide hereby.

Prior to first entry to the data room, each person must express their consent with these Rules by signing them, otherwise such person shall not be allowed access to the data room.

1. Confidentiality

Information included in paper documents, on CD-ROM/DVD and on the Datatape shall be disclosed to the Visitor in compliance with the terms and conditions set forth in the Confidentiality Agreement concluded by and between ČKA and the Participant (the "Confidentiality Agreement"). Such information is Confidential Information (as this expression is defined in the Confidentiality Agreement) and the Confidentiality Agreement applies thereto.

2. Non-Existence of Guarantees

- 2.1 ČKA neither provides nor makes any statement, guarantee, promise or confirmation of any kind whatsoever, whether explicitly or silently, in relation to any information including the preciseness, reliability or completeness thereof.
- 2.2 Upon disclosing the information, ČKA assumes no obligation to provide any further information or to update such information or to correct any errors or incorrectness.

3. Access to Data Room

- 3.1 For the purpose of an additional review of information relating to the Company and the Assets, one or more of Data Rooms will be opened in the period from July 19, 2007 to August 21, 2007. Each Participant will be informed about the data room that the Participant and persons authorized by the Participant may visit. The data room can be used on business days from Monday to Friday from 9:00 a.m. to 1:00 p.m. and from 1:30 p.m. to 5.30 p.m. ČKA reserves the right to cut or adjust the opening hours of the data

rooms. If ČKA makes such an adjustment, it shall inform Participants thereabout as much in advance as possible.

- 3.2 A list of Visitors taking part in the due diligence review on the part of the Participant must be provided to ČKA (Ing. Michal Krčmář, tel. No.: +420 220 142 942, e-mail: Michal.Krcmar@czka.cz) in writing before the first visit of the Participant or the persons authorized by the Participant to the data room. Any changes to the list of Visitors must be notified to ČKA in writing and in advance, no later than by the end of the business day before the day of the intended entry of a new person to the data room. A maximum of five persons for each of the Participants will be let in the data room at a time. ČKA reserves the right to restrict the access to the data rooms if necessary.
- 3.3 Visitors may enter only the premises of the data rooms and premises reserved for the Visitors and also the shared premises.
- 3.4 Upon their arrival, Visitors shall register themselves. Each Visitor is obligated to submit an ID card before each entry to the data room.
- 3.5 Visitors are obligated to suffer reasonable security checks and procedures applied by ČKA. Each Visitor is obligated to follow instructions of the responsible officer performing supervision in the data room concerning the Visitor's stay in the data room, including the instruction to leave the data room.

4. Procedures

- 4.1 Visitors may bring into the data room work documents, writing aids, documents, notepads, dictaphones, calculators, mobile phones and portable computers (laptops). Visitors may not use in the data room any other electronic equipment (including, for example, modems, scanners, facsimile machines, cameras, video-cameras or other optical exposition apparatuses). If a mobile phone includes a camera or a video-camera, such phone may not be used during the Visitor's stay in the data room.
- 4.2 The Visitor may make excerpts or notes from the disclosed documents, such documents, however, may never be taken out of the data room.
- 4.3 Information will be provided to and received from the Visitors by a responsible supervising officer in the data room. The supervising officer in the data room shall be a selected employee of ČKA, who shall bear an identification card of the supervising officer. The supervising officer will be present in the data room during all the opening hours and will supervise distribution of documents and other materials. Each Participant shall determine an authorized person (a team leader) who will be responsible for communication with the supervising officer. Each Participant shall inform ČKA about the name of such team leader in a suitable manner. All requests for inspection or review of information shall be handed in to the supervising officer in the data room through the designated team leader.

5. Documentation

- 5.1 No originals of documents relating to the Company and the Assets, but only copies thereof will be made available in the data rooms. All data rooms will contain identical documents and information, including those documents and information that will be submitted on a continuous basis.
- 5.2 Documents disclosed to Participants in the data room may not be removed, damaged or made illegible. No document may be in any manner marked or otherwise amended

(including any changes in order of documents in a file). Files with documents about the Company and the Assets must be returned in the condition in which they were received.

- 5.3 No copying service will be provided to Visitors. No documents available in an electronic form in the data room may be transferred (or copied) to the Visitor's computer. The Visitor may not make any copies of CD-ROM/DVD situated in the data room.
- 5.4 Documents that are in the data room in an electronic form may not be printed.
- 5.5 Visitors must return each document read or reviewed by the Visitor to the document's original place. No documents may be taken out by Visitors from the file (binding).
- 5.6 Documents may be supplied to the data rooms on a continuous basis. The supervising officer in the data room shall inform the Visitors about any and all material newly supplied or changed documents disclosed in the data room.
- 5.7 If the Participant has inquiries concerning the disclosed information, CD-ROM/DVD, the Datatape or other questions, the Participant may submit such inquiries in writing solely to the due diligence coordinator (ČKA shall inform the Participants about the name and other data concerning the due diligence coordinator in a suitable manner). ČKA is not obligated to answer the inquiries or to provide additional information. All answers to inquiries relating to the information provided will be available in the data room to all the Participants; such answers may also be included on another CD-ROM/DVD to be distributed among all the Participants; nevertheless all such information form a part of the Confidential Information for the purposes of the Confidentiality Agreement.

6. Relation to the Confidentiality Agreement

The Confidentiality Agreement shall apply to all information made available in the data room.

7. Other Provisions

- 7.1 In case of any breach of the rules set forth herein ČKA shall have the right to prevent the breaching Participant and persons authorized by such Participant from further access to the data room.
- 7.2 The data room may be continuously monitored by cameras for security reasons.
- 7.3 No smoking is allowed in the data room.
- 7.4 It will be possible for the Visitors to leave coats in designated places in the data room, however, ČKA assumes no liability for things belonging to the Visitors brought in the premises of ČKA.
- 7.5 No dangerous things and/or weapons may be brought in the data room.
- 7.6 The Visitor hereby agrees to abide by the operational rules of the ČKA building situated at the address: Prague 7, Janovského 438/2, relating to the entrance and exit system to and from the building; the Visitor in addition undertakes to abide by the fire protection directive that shall be made available in a printed form to all Visitors in the data room.
- 7.7 ČKA reserves the right to amend these Rules at any time.
- 7.8 All capitalized expressions used herein shall have the same meaning as in the Rules of the Tender or in the Confidentiality Agreement, unless these Rules stipulate otherwise.

Each Visitor shall sign these Rules.

I hereby confirm that I have been acquainted with the Confidentiality Agreement concluded by and between the Participant and ČKA and that I shall abide by the obligations of the Participant arising thereunder.

I represent that I have read these Rules and that I shall abide thereby.

Participant: *[Participant's Business Name]*

Visitor:

Signature: _____

Name:

Firma:

Title:

Date:

Unofficial translation
For information only

SAMPLE OF OFFER DECLARATION

Česká konsolidační agentura
Janovského 438/2
170 06 Prague 7

In compliance with the Rules of the Tender announced by Česká konsolidační agentura with its registered office in Prague 7, Janovského 438/2, Postal Code: 170 06, Identification Number (IČ): 70109966, entered in the Commercial Register maintained by the Municipal Court in Prague, Section A., File No.: 45993 (hereinafter "ČKA") on June 13, 2007 concerning the selection of an entity to which ČKA would transfer its 100% (one hundred per cent) ownership interest in the Company subject to terms and conditions specified in the Agreement on Transfer of Ownership Interest, we hereby make this offer for the purchase of the Ownership Interest and submit this proposal for conclusion of the Agreement on Transfer of Ownership Interest. The capitalized expressions used but not defined herein shall have the meaning assigned to them in the Rules of the Tender.

1. Identification

1.1 The Participant's full business name is [____], a company established pursuant to the laws of [____], with its registered office [____], Identification Number (IČ): [____]. [____] acts on behalf of the Participant.

1.2 The Participant's contact person is:

Name: [____]

Address: [____]

Telephone No.: [____]

Fax No.: [____]

E-mail: [____]

2. Consideration

2.1 The aggregate amount of consideration proposed by the Participant for the transfer of the Ownership Interest that is stated also in the Agreement on Transfer of Ownership Interest is CZK [____] (in words: [____] Czech crowns). The consideration shall be paid in the manner set forth in the Rules of the Tender and in the Agreement on Transfer of Ownership Interest.

3. Proposal to Conclude the Agreement on Transfer of Ownership Interest

Together with this Offer Declaration, the Participant submits to ČKA six counterparts of a proposal for conclusion of the Agreement on Transfer of Ownership Interest. This proposal is binding upon the Participant for a period of 100 (one hundred) days as from the Offer Submission Date and ČKA has the right to accept this proposal at any time

during the term thereof. The Participant may not withdraw the proposal without a prior written consent of ČKA before expiration of the aforementioned period of time.

4. Representation of the Participant

4.1 The Participant hereby represents that:

- (a) the Participant fulfills all qualification criteria set forth in section 3. of the Rules of the Tender; and
- (b) the content of all documents submitted by the Participant in connection with the Tender has been at all times true, correct and not misleading.

4.2 The Participant further represents that the submitted six counterparts of the proposal for conclusion of the Agreement on Transfer of Ownership Interest are not in their content different from the final text of the Agreement on Transfer of Ownership Interest delivered to Participants in the Tender pursuant to section 10.2 of the Rules of the Tender and the proposal for conclusion of the Agreement on Transfer of Ownership Interest is the Participant's final proposal within the framework of the Tender.

4.3 The Participant represents that during the due diligence review the Participant had an opportunity to get duly acquainted with the situation of the Company and the Assets; the Participant is aware of the fact that the receivables comprising the Company's Assets may show certain legal defects, including, without limitation, the following:

- i) disputable amount of the receivable;
- ii) a disputable set-off with the receivable has been applied by the debtor;
- iii) the legal title of the receivable may be disputed from the viewpoint of validity and effectiveness of loan or other agreements;
- iv) it is not proved which entity is the debtor – the debtor's identification is questionable;
- v) the creditor of the receivable is questionable because the legal succession of creditors of the receivable is not conclusive and a number of assignment agreements shows legal defects;
- vi) there are certain court decisions on non-existence of the receivable which are not final and effective.

4.4 The Participant further submits together with this Offer Declaration documents evidencing the Participant's legal capacity and other documents required by the Rules of the Tender.

5. Provision of Security

5.1 The Participant decided to provide the required security of CZK 50,000,000 (in words: fifty million Czech crowns) to ČKA in the form of [a Cash Security / a bank guarantee]. For the same purpose, the Participant submits together with this Offer Declaration one counterpart of [Agreement on Cash Security and Contractual Penalty / Agreement on Bank Guarantee and Contractual Penalty and an original of the Bank Guarantee (guarantee certificate) issued by [name and registered seat of the bank issuing the bank guarantee]].

5.2 [To be used only in case the Cash Security is provided]

At the same time, the Participant represents that it paid CZK 50,000,000 (in words: fifty million Czech crowns) as the Cash Security pursuant to the Rules of the Tender via a wire transfer to the bank account of ČKA, account No.: 2019661/3300, IBAN: CZ34 3300 0000 0000 0201 9661, maintained with Česká konsolidační agentura, with its seat in Prague 7, Janovského 438/2, Postal Code: 170 06.

In _____ on _____ 2007

[Participant's Business Name]

Name:

Title:.....

[officially verified signature is necessary]

Unofficial translation
For information only

SAMPLE OF OFFER DECLARATION

Česká konsolidační agentura
Janovského 438/2
170 06 Prague 7

In compliance with the Rules of the Tender announced by Česká konsolidační agentura with its registered office in Prague 7, Janovského 438/2, Postal Code: 170 06, Identification Number (IČ): 70109966, entered in the Commercial Register maintained by the Municipal Court in Prague, Section A., File No.: 45993 (hereinafter "ČKA") on June 13, 2007 concerning the selection of an entity to which ČKA would transfer its 100% (one hundred per cent) ownership interest in the Company subject to terms and conditions specified in the Agreement on Transfer of Ownership Interest, we hereby make this offer for the purchase of the Ownership Interest and submit this proposal for conclusion of the Agreement on Transfer of Ownership Interest. The capitalized expressions used but not defined herein shall have the meaning assigned to them in the Rules of the Tender.

1. Identification

1.1 The Participant's full business name is [____], a company established pursuant to the laws of [____], with its registered office [____], Identification Number (IČ): [____]. [____] acts on behalf of the Participant.

1.2 The Participant's contact person is:

Name: [____]

Address: [____]

Telephone No.: [____]

Fax No.: [____]

E-mail: [____]

1.3 The Participant utilizes the possibility given in section 11.1 of the Rules of the Tender and requests that the Agreement on Transfer of Ownership Interest be concluded with the entity designated further below (hereinafter the "**Designated Entity**").

1.4 The Designated Entity's full business name is [____], a company established pursuant to the laws of [____], with its registered office [____], Identification Number (IČ): [____]. [____] acts on behalf of the Designated Entity.

2. Consideration

2.1 The aggregate amount of consideration proposed by the Participant for the transfer of the Ownership Interest that is stated also in the Agreement on Transfer of Ownership Interest is CZK [____] (in words: [____] Czech crowns). The consideration shall be paid in the manner set forth in the Rules of the Tender and in the Agreement on Transfer of Ownership Interest.

3. Proposal To Conclude The Framework Agreement

- 3.1 Based on an agreement with the Participant, the Designated Entity submits to ČKA together with this Offer Declaration six counterparts of a proposal for conclusion of the Agreement on Transfer of Ownership Interest. This proposal is binding upon the Designated Entity for a period of 100 (one hundred) days as from the Offer Submission Date and ČKA has the right to accept this proposal at any time during the term thereof. The Designated Entity may not withdraw the proposal without a prior written consent of ČKA before expiration of the aforementioned period of time.
- 3.2 If ČKA refuses to conclude the Agreement on Transfer of Ownership Interest with the Designated Entity, the Participant agrees to conclude the Agreement on Transfer of Ownership Interest with ČKA itself without undue delay after ČKA informs the Participant that it refuses to conclude the Agreement on Transfer of Ownership Interest with the Designated Entity, and after ČKA invites the Participant to conclude the Agreement on Transfer of Ownership Interest. The Agreement on Transfer of Ownership Interest will be concluded with the Participant in the same wording as it was submitted by the Designated Entity, provided, however, that those provisions of the Agreement on Transfer of Ownership Interest relating to the Designated Entity shall be replaced so as to reflect the fact that the Agreement on Transfer of Ownership Interest is concluded with the Participant, and not with the Designated Entity.
- 3.3 If ČKA decides to conclude the Agreement on Transfer of Ownership Interest with the Designated Entity, the Designated Entity agrees that the Agreement on Transfer of Ownership Interest shall be concluded in the moment when the Designated Entity's proposal for conclusion of the Agreement on Transfer of Ownership Interest accepted by ČKA is delivered to the Participant which in this case shall act as a representative of the Designated Entity.

4. Representation of the Participant and the Designated Entity

- 4.1 The Participant and the Designated Entity hereby represent that
- (a) each of the Participant and the Designated Entity fulfills all qualification criteria set forth in section 3. of the Rules of the Tender;
 - (b) the content of all documents submitted by the Participant and/or the Designated Entity in connection with the Tender was at all times true, correct and no misleading; and
 - (c) the Designated Entity is controlled by the Participant in the following manner *[description of the manner in which the Participant controls the Designated Entity]*. The Participant has proved the fact that the Designated Entity is controlled by the Participant, by submission of the following documents: *[state the name of the documents used for evidencing the controlling relationship between the Participant and the Designated Entity]*,
- 4.2 The Participant and the Designated Entity further represent that the submitted six counterparts of the proposal for conclusion of the Agreement on Transfer of Ownership Interest are not in their content different from the final text of the Agreement on Transfer of Ownership Interest delivered to Participants in the Tender pursuant to section 10.2 of the Rules of the Tender and the proposal for conclusion of the Agreement on Transfer of Ownership Interest is the Participant's and the Designated Entity's final proposal in the Tender.

4.3 The Participant represents that during the due diligence review the Participant had an opportunity to get duly acquainted with the situation of the Company and the Assets; the Participant and the Designated Entity are aware of the fact that the receivables comprising the Company's Assets may show certain legal defects, including, without limitation, the following:

- i) disputable amount of the receivable;
- ii) a disputable set-off with the receivable has been applied by the debtor;
- iii) the legal title of the receivable may be disputed from the viewpoint of validity and effectiveness of loan or other agreements;
- iv) it is not proved which entity is the debtor – the debtor's identification is questionable;
- v) the creditor of the receivable is questionable because the legal successorship of creditors of the receivable is not conclusive and a number of assignment agreements shows legal defects;
- vi) there are certain court decisions on non-existence of the receivable which are not final and effective.

4.4 Together with Offer Declaration, the following documents are submitted:

- (a) Documents evidencing the Participant's and the Designated Entity's legal capacity;
- (b) Declaration of the Participant and the Designated Entity signed by the Participant and the Designated Entity concerning the fact that the Designated Entity is acquainted with all information about the the Company and the Assets; and
- (c) Declaration of the Participant and the Designated Entity concerning the fulfillment of the qualification criteria and other terms and conditions of the Tender by the Designated Entity signed by the Participant and the Designated Entity.

4.5 The Designated Entity hereby represents that the Designated Entity accedes on the part of the Participant to the Confidentiality Agreement concluded by and between the Participant and ČKA in connection with the Tender. The Participant agrees with such accession to the Confidentiality Agreement. The Designated Entity furthermore represents that it is bound by the Confidentiality Agreement and that it shall abide thereby.

4.6 The Participant agrees to secure that the Designated Entity meets the qualification criteria stipulated for the Designated Entity in the Rules of the Tender at least until the moment when the Agreement on Transfer of Ownership Interest is concluded. The Participant furthermore undertakes that until the conclusion of the Agreement on Transfer of Ownership Interest the Participant shall control the Designated Entity in the same manner as on the date of submission of the offer; within the extent set forth by the Agreement on Transfer of Ownership Interest, the obligation to control the Designated Entity shall last even after the Agreement on Transfer of Ownership Interest is concluded.

5. **Provision of Security**

5.1 The Participant decided to provide the required security of CZK 50,000,000 (in words: fifty million Czech crowns) to ČKA in the form of [a Cash Security / a bank guarantee]. For the same purpose, the Participant submits together with this Offer Declaration one counterpart of [Agreement on Cash Security and Contractual Penalty / Agreement on Bank Guarantee and Contractual Penalty and an original of the Bank Guarantee (guarantee certificate) issued by [name and registered seat of the bank issuing the bank guarantee]].

5.2 [To be used in case the Cash Security is provided]

At the same time, the Participant represents that it paid CZK 50,000,000 (in words: fifty million Czech crowns) as the Cash Security pursuant to the Rules of the Tender via a wire transfer to the bank account of ČKA, account No.: 2019661/3300, IBAN: CZ34 3300 0000 0000 0201 9661, maintained with Česká konsolidační agentura, with its seat in Prague 7, Janovského 438/2, Postal Code: 170 06.

5.3 [To be used only in case the Cash Security is provided]

The Participant and the Designated Entity hereby agree that in case the Participant is selected as the winner of the Tender, the Cash Security provided by the Participant pursuant to section 9. of the Rules of the Tender shall be used as an advance payment paid by the Designated Entity pursuant to the Agreement on Transfer of Ownership Interest regardless of the fact that such amount was originally paid by the Participant.

5.4 [To be used only in case the Bank Guarantee is provided]

For the case that the Participant is selected as the winner of the Tender and the Agreement on Transfer of Ownership Interest is concluded with the Designated Entity, the Participant agrees that it shall secure that an advance payment of CZK 50,000,000 (in words: fifty million Czech crowns) be paid by the Designated Entity on a timely basis pursuant to the terms and conditions of the Agreement on Transfer of Ownership Interest.

6. **Guarantee of the Participant for Obligations of the Designated Entity**

6.1 The Participant hereby represents that the Participant as guarantor shall satisfy ČKA if the Designated Entity fails to fulfill any of its obligations vis-à-vis ČKA arising from the Agreement on Transfer of Ownership Interest or from agreements concluded pursuant thereto. The Participant undertakes to meet such obligations in case the Designated Entity fails to do so.

In _____ on _____ 2007

In _____ on _____ 2007

[Participant's Business Name]

Name:

Title:.....

[officially verified signature is necessary]

[Designated Entity's Business Name]

Name:

Title:.....

[officially verified signature is necessary]

**DECLARATION OF THE PARTICIPANT AND THE DESIGNATED ENTITY
ON GETTING ACQUAINTED WITH INFORMATION
ABOUT THE COMPANY AND THE ASSETS**

[Participant's Business Name] with its registered office [____], Identification Number (IČ): [____], a company duly established and incorporated in compliance with the laws of [____] (hereinafter the "Participant"), does hereby submit an offer within the framework of the public tender announced on June 13, 2007 by Česká konsolidační agentura, with its registered office in Prague 7, Janovského 438/2, Postal Code: 170 06, Identification Number (IČ): 70109966, entered in the Commercial Register maintained by the Municipal Court in Prague, Section A., File No.: 45993 (hereinafter "ČKA"), concerning the selection of an entity to which ČKA would transfer its 100% (one hundred per cent) ownership interest in the Company subject to terms and conditions of the Agreement on Transfer of Ownership Interest.

In compliance with section 11.1 of the Rules of the Tender the Participant has asked ČKA to conclude the Agreement on Transfer of Ownership Interest with [Designated Entity's Business Name], an entity established in compliance with the laws of [____], with its registered office [____], Identification Number (IČ): [____] (hereinafter the "Designated Entity").

The Participant and the Designated Entity hereby pursuant to section 7.1 of the Rules of the Tender make the following representations:

- (a) the Participant has acquainted the Designated Entity with all information about the Company and the Assets that had been provided to the Participant during the Tender, in particular, with the information recorded on the Datatape and CD-ROM/DVD and the information obtained during the legal and economic due diligence review performed in the period from July 19, 2007 to August 21, 2007, and the Designated Entity confirms such fact;
- (b) advisors and representatives of the Participant who together with the Participant took part in review and analysis of the information obtained from ČKA during the Tender and during the due diligence process, shall for the purposes of the Tender be deemed also as advisors and representatives of the Designated Entity; and
- (c) for this reason, the amount of information that the Designated Entity has about the Company and the Assets, particularly about the actual or potential legal or other defects of the receivables comprising the Assets, shall be deemed as the same amount of information as the Participant has about the Company and the Assets, particularly about the actual or potential legal or other defects of the receivables comprising the Assets.

The Participant and the Designated Entity hereby confirm that they are aware of legal consequences of any untrue statements and, particularly, possible claims for compensation of damage raised by ČKA.

The capitalized expressions used but not defined herein shall have the meaning assigned to them in the Rules of the Tender.

In _____ on _____ 2007

In _____ on _____ 2007

[Participant's Business Name]
Name:
Title:.....
[officially verified signature is required]

[Designated Entity's Business Name]
Name:
Title:.....
[officially verified signature is required]

Unofficial translation
For information only

**DECLARATION OF THE PARTICIPANT AND THE DESIGNATED ENTITY
ON FULFILLMENT OF QUALIFICATION CRITERIA
BY THE DESIGNATED ENTITY**

On today's date, [*Participant's Business Name*] with its registered office [____], Identification Number (IČ): [____], a company duly established and incorporated in compliance with the laws of [____] (hereinafter the "**Participant**"), submits an offer within the framework of the public tender announced on June 13, 2007 by Česká konsolidační agentura, with its registered office in Prague 7, Janovského 438/2, Postal Code: 170 06, Identification Number (IČ): 70109966, entered in the Commercial Register maintained by the Municipal Court in Prague, Section A., File No.: 45993 (hereinafter "**ČKA**"), concerning the selection of an entity to which ČKA would transfer its 100% (one hundred per cent) ownership interest in the Company subject to terms and conditions of the Agreement on Transfer of Ownership Interest.

The Participant asked ČKA in compliance with the Rules of the Tender to conclude the Agreement on Transfer of Ownership Interest with the Designated Entity. The Designated Entity shall be [*Designated Entity's Business Name*], an entity established in compliance with the laws of [____], with its registered office [____], Identification Number (IČ): [____].

The Designated Entity and the Participant

hereby represent that

the Designated Entity has fulfilled all qualification criteria of the Tender and other terms and conditions stipulated in the Rules of the Tender, in particular that the Designated Entity:

- (a) is a legal entity;
- (b) is not subject to liquidation or similar proceedings pursuant to foreign legal regulations;
- (c) is not bankrupt, no bankruptcy order was issued in respect of the the Designated Entity, no petition for declaration of a bankruptcy order was rejected due to a lack of the Designated Entity's assets, and no such bankruptcy proceedings were cancelled due to a lack of assets, the Designated Entity is not a party to settlement proceedings, nor the Designated Entity is a party to proceedings similar to bankruptcy or settlement proceedings pursuant to foreign legal regulations;
- (d) has no tax arrears in the Czech Republic;
- (e) has no arrears on public health insurance payments in the Czech Republic or penalty relating thereto, no arrears on social security insurance payments in the Czech Republic or penalty relating thereto and no arrears on the state employment policy contribution in the Czech Republic;
- (f) neither the Designated Entity nor any entity belonging to the same Linked Group with the Designated Entity or any other entity having a capital interest in the Designated Entity in excess of 5% (five per cent) or any other entity taking concerted action with the Designated Entity, or, as the case may be, with an entity

belonging into the same Linked Group as the Designated Entity, have conducted any court or arbitration proceedings against ČKA in connection with an agreement containing the general terms and conditions for assignment of a large number of receivables from various debtors at the same moment (the so-called block sale of receivables). At the same time, the Designated Entity and the Participant represent that neither the Designated Entity nor any of the entities stated in this sub-section (f) had conducted such court or arbitration proceedings, in which the Designated Entity would not have been successful, in the past five years before the Tender was announced;

- (g) except for the Participant and the Designated Entity, no person belonging to the same Linked Group with the Applicant participates or intends to participate in the Tender;
- (h) in connection with the Tender, the Designated Entity does not act in cooperation or in concert with any other entity that participates or intends to participate in the Tender, except for the Participant;
- (i) neither the Designated Entity nor any entity belonging to the same Linked Group with the Designated Entity is as a debtor in delay with the performance of enforceable receivables the creditor of which is ČKA;
- (j) neither the Designated Entity nor any entity belonging to the same Linked Group with the Designated Entity, or any entity that is the statutory body or a member of a statutory body or a member of another body of the Designated Entity or another entity belonging together with the Designated Entity in the same Linked Group, directly or indirectly participate, nor participated in the past, in criminal activities (unless such entity is deemed as not sentenced), and neither the Designated Entity nor any of the aforementioned entities participate, or participated in the past, in any activity connected with legalization of proceeds from criminal activities. Activities that are considered as participation in criminal activities and what is considered as legalization of proceeds from criminal activities shall be determined according to the Czech legal regulations and according to legal regulations of the countries where the Designated Entity or another entity belonging together with the Designated Entity in the same Linked Group has its registered seat or pursues business activities;
- (k) the Designated Entity has secured sufficient financial means necessary for fulfillment of the Designated Entity's obligations that will arise to the Designated Entity from its participation in the Tender and from the Agreement on Transfer of Ownership Interest and the agreements concluded pursuant thereto or in connection therewith. Such financial means are not proceeds from criminal activities; and
- (l) the Designated Entity itself or together with any entities belonging to the same Group Having Property Ties (as defined in section 3.4 of the Rules of the Tender) holds assets amounting to at least CZK 1,000 million or its equivalent in a foreign currency converted according to the rate published by the Czech National Bank as of the Tender announcement date, as such information follows on the audited regular financial statements for the past completed accounting period prior to opening of the Tender.

The capitalized expressions used but not defined herein shall have the meaning assigned to them in the Rules of the Tender.

The Designated Entity and the Participant hereby confirm that they are aware of legal consequences of any untrue statements, in particular, possible elimination from the participation in the Tender.

In _____ on _____ 2007 In _____ on _____ 2007

[Designated Entity's Business Name]
Name:
Title:.....
[officially verified signature is required]

[Participant's Business Name]
Name:
Title:.....
[officially verified signature is required]

Unofficial translation
For information only

SAMPLE OF BANK LETTER

[*Bank's Business Name*], with its registered office [____], Identification Number (IČ): [____], a legal entity established in compliance with the laws of [____], represented by [*a person's name*], acting in the capacity of [*title/position name*] (hereinafter the "**Bank**"), hereby for the purposes of the public tender announced by Česká konsolidační agentura with its registered office in Prague 7, Janovského 438/2, Postal Code: 170 06, Identification Number (IČ): 70109966 entered in the Commercial Register maintained by the Municipal Court in Prague, Section A., File No.: 45993 (hereinafter "**ČKA**") on June 13, 2007, concerning the selection of an entity to which ČKA would transfer its 100% (one hundred per cent) ownership interest in the Company subject to terms and conditions of the agreement on transfer of ownership interest (the "**Tender**"), hereby confirms that:

- (a) [*Participant's Business Name*], with its registered office [____], Identification Number (IČ): [____], a company established in compliance with the laws of [____] (the "**Participant**"), is the Bank's client and has fulfilled the Bank's requirements within the framework of the Bank's internal acceptance procedures applicable to client acceptance,
- (b) The Participant has authorized the Bank to transfer, in case the Participant is announced as the winner of the Tender, the financial means from the Participant's account to the account of ČKA in order to pay for all obligations arising from the agreement on transfer of ownership interest concluded by and between the Participant and ČKA (the "**Agreement on Transfer of Ownership Interest**"). If the Agreement on Transfer of Ownership Interest shall be concluded by another entity based on an agreement with the Participant (hereinafter the "**Designated Entity**"), and if the Designated Entity fails to fulfill duly and timely its obligations arising under the Agreement on Transfer of Ownership Interest, the Bank is authorized to transfer the financial means from the Participant's account to the account of ČKA in order to fulfill the Designated Entity's obligations, provided, however, that the Participant will be obligated to meet such obligations as guarantor.

In _____ on _____ 2007

[*Bank's Business Name*]

Name:

Title:.....

SAMPLE OF ADDITIONAL OFFER DECLARATION

Česká konsolidační agentura
Janovského 438/2
170 06 Prague 7

In compliance with the Rules of the Tender announced by Česká konsolidační agentura with its registered office in Prague 7, Janovského 438/2, Postal Code: 170 06, Identification Number (IČ): 70109966, entered in the Commercial Register maintained by the Municipal Court in Prague, Section A., File No.: 45993 (hereinafter "ČKA") on June 13, 2007 concerning the selection of an entity to which ČKA would transfer its 100% (one hundred per cent) ownership interest in the Company subject to terms and conditions specified in the Agreement on Transfer of Ownership Interest, we hereby make this additional offer for the purchase of the Ownership Interest and submit this proposal for conclusion of the Agreement on Transfer of Ownership Interest. The capitalized expressions used but not defined herein shall have the meaning assigned to them in the Rules of the Tender.

1. Identification

1.1 The Participant's full business name is [____], a company established in compliance with the laws of [____], with its registered office [____], Identification Number (IČ): [____]. [____] acts on behalf of the Participant.

1.2 The Participant's contact person is:

Name: [____]

Address: [____]

Telephone No.: [____]

Fax No.: [____]

E-mail: [____]

2. Consideration

The aggregate amount of consideration proposed by the Participant for the transfer of the Ownership Interest that is stated also in the Agreement on Transfer of Ownership Interest is CZK [____] (in words: [____] Czech crowns). The consideration shall be paid in the manner set forth in the Rules of the Tender and in the Agreement on Transfer of Ownership Interest.

3. Proposal to Conclude the Agreement on Transfer of Ownership Interest

3.1 Together with this additional offer declaration, the Participant submits to ČKA six counterparts of a proposal for conclusion of the Agreement on Transfer of Ownership Interest. This proposal is binding upon the Participant for a period of 93 (ninety three) days as from the Additional Offer Submission Date and ČKA has the right to accept this proposal at any time during the term thereof. The Participant may not withdraw the proposal without a prior written consent of ČKA before expiration of the aforementioned period of time.

3.2 The proposal for conclusion of the Agreement on Transfer of Ownership Interest that had been submitted by the Participant together with the Participant's original offer, shall not cease to exist and ČKA shall have the right to accept such proposal instead of the draft Agreement on Transfer of Ownership Interest submitted by the Participant together with its additional offer.

4. Representation of the Participant

4.1 The Participant hereby represents that

- (a) the submitted six counterparts of the proposal for conclusion of the Agreement on Transfer of Ownership Interest are not in their content different from the final text of the Agreement on Transfer of Ownership Interest delivered to Participants in the Tender pursuant to section 10.2 of the Rules of the Tender, and that this proposal for conclusion of the Agreement on Transfer of Ownership Interest is the Participant's final proposal within the Tender; and
- (b) in the course of due diligence process it has had an opportunity to duly get acquainted with the situation of the Company and the Assets and is aware of the fact that the receivables comprising the Company's Assets may show certain legal defects, including, without limitation, the following:
 - i) disputable amount of the receivable;
 - ii) a disputable set-off with the receivable has been applied by the debtor;
 - iii) the legal title of the receivable may be disputed from the viewpoint of validity and effectiveness of loan or other agreements;
 - iv) it is not proved which entity is the debtor – the debtor's identification is questionable;
 - v) the creditor of the receivable is questionable because the legal successorship of creditors of the receivable is not conclusive and a number of assignment agreements shows legal defects;
 - vi) there are certain court decisions on non-existence of the receivable which are not final and effective.

In _____ on _____ 2007

[Participant's Business Name]

Name:

Title:.....

[officially verified signature is necessary]

Unofficial translation
For information only

SAMPLE OF ADDITIONAL OFFER DECLARATION

Česká konsolidační agentura
Janovského 438/2
170 06 Prague 7

In compliance with the Rules of the Tender announced by Česká konsolidační agentura with its registered office in Prague 7, Janovského 438/2, Postal Code: 170 06, Identification Number (IČ): 70109966, entered in the Commercial Register maintained by the Municipal Court in Prague, Section A., File No.: 45993 (hereinafter "ČKA") on June 13, 2007 concerning the selection of an entity to which ČKA would transfer its 100% (one hundred per cent) ownership interest in the Company subject to terms and conditions specified in the Agreement on Transfer of Ownership Interest, we hereby make this additional offer for the purchase of the Ownership Interest and submit this proposal for conclusion of the Agreement on Transfer of Ownership Interest. The capitalized expressions used but not defined herein shall have the meaning assigned to them in the Rules of the Tender.

1. Identification

1.1 The Participant's full business name is [____], a company established pursuant to the laws of [____], with its registered office [____], Identification Number (IČ): [____]. [____] acts on behalf of the Participant.

1.2 The Participant's contact person is:

Name: [____]

Address: [____]

Telephone No.: [____]

Fax No.: [____]

E-mail: [____]

1.3 The Participant utilizes the possibility given in section 11.1 of the Rules of the Tender and requests that the Agreement on Transfer of Ownership Interest be concluded with the entity designated further below (the "Designated Entity").

1.4 The Designated Entity's full business name is [____], a company established pursuant to the laws of [____], with its registered office [____], Identification Number (IČ): [____]. [____] acts on behalf of the Designated Entity.

2. Consideration

2.1 The aggregate amount of consideration proposed by the Participant for the transfer of the Ownership Interest that is stated also in the Agreement on Transfer of Ownership Interest

is CZK [] (in words: [] Czech crowns). The consideration shall be paid in the manner set forth in the Rules of the Tender and in the Agreement on Transfer of Ownership Interest.

3. Proposal to Conclude the Agreement on Transfer of Ownership Interest

- 3.1 Together with this Additional Offer Declaration, the Designated Entity submits to ČKA six counterparts of a proposal for conclusion of the Agreement on Transfer of Ownership Interest. This proposal is binding upon the Designated Entity for a period of 93 (ninety three) days as from the Additional Offer Submission Date and ČKA has the right to accept this proposal at any time during the term thereof. The Designated Entity may not withdraw the proposal without a prior written consent of ČKA before expiration of the aforementioned period of time.
- 3.2 If ČKA refuses to conclude the Agreement on Transfer of Ownership Interest with the Designated Entity, the Participant agrees to conclude the Agreement on Transfer of Ownership Interest with ČKA itself without undue delay after ČKA informs the Participant that it refuses to conclude the Agreement on Transfer of Ownership Interest with the Designated Entity, and after ČKA invites the Participant to conclude the Agreement on Transfer of Ownership Interest. The Agreement on Transfer of Ownership Interest will be concluded with the Participant in the same wording as it was submitted by the Designated Entity, provided, however, that those provisions of the Agreement on Transfer of Ownership Interest relating to the Designated Entity shall be replaced so as to reflect the fact that the Agreement on Transfer of Ownership Interest is concluded with the Participant, and not with the Designated Entity.
- 3.3 If ČKA decides to conclude the Agreement on Transfer of Ownership Interest with the Designated Entity, the Designated Entity agrees that the Agreement on Transfer of Ownership Interest shall be concluded in the moment when the Designated Entity's proposal for conclusion of the Agreement on Transfer of Ownership Interest accepted by ČKA is delivered to the Participant that shall act as a representative of the Designated Entity in this specific case.
- 3.4 The proposal for conclusion of the Agreement on Transfer of Ownership Interest that had been submitted by the Designated Entity together with the Designated Entity's original offer, shall not cease to exist and ČKA shall have the right to accept such proposal instead of the draft Agreement on Transfer of Ownership Interest submitted by the Designated Entity together with its additional offer.

4. Representation of the Participant and the Designated Entity

- 4.1 The Participant and the Designated Entity hereby represent that
- (a) the submitted six counterparts of the proposal for conclusion of the Agreement on Transfer of Ownership Interest are not in their content different from the final text of the Agreement on Transfer of Ownership Interest delivered to Participants in the Tender pursuant to section 10.2 of the Rules of the Tender, and that this proposal for conclusion of the Agreement on Transfer of Ownership Interest is the Participant's and the Designated Entity's final proposal within the Tender; and

(b) in the course of due diligence process the Participant has had an opportunity to duly get acquainted with the situation of the Company and the Assets and the Participant and the Designated Entity are aware of the fact that the receivables comprising the Company's Assets show certain legal defects, including, without limitation, the following:

- i) disputable amount of the receivable;
- ii) a disputable set-off with the receivable has been applied by the debtor;
- iii) the legal grounds of the receivable may be disputed from the viewpoint of validity and effectiveness of loan or other agreements;
- iv) it is not proved which entity is the debtor – the debtor's identification is questionable;
- v) the creditor's identity is questionable because the legal successorship of creditors of the receivable is not conclusive and a number of assignment agreements shows legal defects;
- vi) there are certain court decisions on non-existence of the receivable which are not final and effective.

In _____ on _____ 2007 In _____ on _____ 2007

[Participant's Business Name]
Name:
Title:.....
[officially verified signature is necessary]

[Designated Entity's Business Name]
Name:
Title:.....
[officially verified signature is necessary]

AGREEMENT ON THE BANK GUARANTEE AND CONTRACTUAL PENALTY

This Agreement on the Bank Guarantee and Contractual Penalty (hereinafter the "Agreement") is concluded on the day stated below by and between the following parties:

1. Česká konsolidační agentura
with its registered office in Prague 7, Janovského 438/2, Postal Code: 170 06
entered in the Commercial Register maintained by the Municipal Court in Prague,
Section A., File No.: 45993
Identification Number (IČ): 701 09 966
acting through/represented by []

(hereinafter "ČKA");

and

2. []
with its registered office []
entered in []
Identification Number (IČ): []
Tax Identification Number (DIČ): []
acting through/represented by []

(hereinafter the "Participant")

WHEREAS:

1. On June 13, 2007 ČKA announced the Tender concerning the selection of an entity to which ČKA would transfer its 100% (one hundred per cent) ownership interest in the business company ASSET PARK s.r.o., with its registered seat at Prague 1, Jungmannova 34, Postal Code 110 00, founded on June 13, 2007 (the "Company") subject to terms and conditions specified in the Agreement on Transfer of Ownership Interest;
2. In compliance with the Rules of the Tender each participant in the Tender submitting an offer is obligated to provide ČKA with a security amounting to CZK 50,000,000 (in words: fifty million Czech crowns), either in the form of a financial security or in the form of a bank guarantee;
3. The Participant intends to submit its offer in the Tender and has decided to provide ČKA with a security in the form of a Bank Guarantee;
4. In compliance with the Rules of the Tender the Bank Guarantee was issued to the Participant before the Participant submitted its offer in the Tender;

NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

1. **Bank Guarantee**
 - 1.1 The Participant represents that a Qualifying Bank issued, based on the Participant's instruction, an irrevocable Bank Guarantee for CZK 50,000,000 (in words: fifty million

Czech crowns) in favor of ČKA as the creditor; the Bank Guarantee corresponds to the form attached as an exhibit to the Rules of the Tender.

- 1.2 The Participant represents that the Bank Guarantee was issued to secure the Participant's obligations from the Tender if it becomes the winner of the Tender and concludes the Agreement on Transfer of Ownership Interest with ČKA and to secure the Participant's obligations, or, as the case may be, the Designated Entity's obligation to pay the advance payment pursuant to the Agreement on Transfer of Ownership Interest, provided it is obliged to under the Agreement on Transfer of Ownership Interest.
- 1.3 The Participant further represents that the Bank Guarantee shall remain in force for at least 100 (one hundred) days as from the submission date of its offer and contains a commitment of the Qualifying Bank to pay to ČKA on the first written demand and without objections the amount of the Security, i.e. CZK 50,000,000, provided that ČKA stipulates in its demand the requested amount, the fact that such amount is due and payable by the Participant and the data of the bank account where the demanded amount is to be paid.
- 1.4 ČKA undertakes to handle the Bank Guarantee in compliance with the provisions of this Agreement.

2. Return of the Bank Guarantee

- 2.1 ČKA shall return the Bank Guarantee (guarantee certificate) to the Participant without exercising its rights thereunder and shall deliver to the Participant a written statement on waiver of its rights under the Bank Guarantee ("Statement"):
 - (a) if the Participant becomes the winner of the Tender and the Agreement on Transfer of Ownership Interest is concluded with the Participant, or, as the case may be, if the Agreement on Transfer of Ownership Interest is concluded with the Designated Entity upon the Participant's request, and if the Participant, or, as the case may be, the Designated Entity, fulfills duly and on a timely basis its obligation to pay the consideration in compliance with the terms and conditions of the Agreement on Transfer of Ownership Interest, no later than 5 (five) days following the fulfillment of such obligation (payment of the consideration);
 - (b) within 15 (fifteen) days following conclusion of the Agreement on Transfer of Ownership Interest with the winner of the Tender, but in any case no later than the fifth day after the date when the binding nature of the proposal for conclusion of the Agreement on Transfer of Ownership Interest has expired, in case that the Participant's offer is evaluated as the second highest. This shall not apply in case that the Agreement on Transfer of Ownership Interest is concluded with such Participant subject to terms and conditions set forth in the Rules of the Tender; in such case the Bank Guarantee (guarantee certificate) shall be returned no later than 5 (five) days following conclusion of the Agreement on Transfer of Ownership Interest, provided, however, that the Participant, or, as the case may be, the Designated Entity, fulfills duly and on a timely basis its obligation to pay the consideration in compliance with the terms and conditions of the Agreement on Transfer of Ownership Interest;
 - (c) by September 10, 2007, if the Participant neither becomes the winner of the Tender, nor its offer is evaluated as the second highest, or in case the Participant has submitted an invalid offer or ČKA decides to reject all submitted offers and not to conclude the Agreement on Transfer of Ownership Interest with any of the Participants; or

- (d) within 5 (five) days as from publication of a notice concerning the fact that the Tender was cancelled.

The parties shall prepare a hand-over protocol concerning the return of the Bank Guarantee to the Participant and the delivery of the Statement.

3. Contractual Penalty

3.1 If the Participant materially breaches the Rules of the Tender, the Participant shall pay to ČKA a contractual penalty of CZK 200,000,000 (in words: two hundred million Czech crowns) for each individual case of material breach of the Rules of the Tender specified under clause b) of this Article, and a contractual penalty in the amount of CZK 50,000,000 (in words: fifty million Czech crowns) for each individual case of material breach of the Rules of the Tender specified under clauses a) and c) of this Article. The following conduct is deemed to be a material breach of the Rules of the Tender:

- (a) an untrue notification or representation of the Participant, even if such notification or representation relates to the Designated Entity, in any document delivered to ČKA during the Tender;
- (b) the Agreement on Transfer of Ownership Interest is not concluded due to reasons on the side of the Participant or the Designated Entity in case that the Participant was chosen as the winner of the Tender; or
- (c) the Participant who was chosen as the winner of the Tender and who requested that the Agreement on Transfer of Ownership Interest be concluded with a Designated Entity, loses control over such Designated Entity at the time until the conclusion of the Agreement on Transfer of Ownership Interest.

3.2 The right of ČKA to payment of the contractual penalty shall not affect the right of ČKA to claim compensation of damage even in an extent exceeding the contractual penalty.

3.3 If ČKA becomes entitled pursuant to section 3.1 of this Agreement to payment of the contractual penalty, ČKA shall have the right to satisfy its claim for the payment of the contractual penalty by exercising its right under the Bank Guarantee (guarantee certificate). ČKA is not obligated to claim its right to the payment of the contractual penalty first with the Participant.

3.4 If the Participant becomes the winner of the Tender and the Agreement on Transfer of Ownership Interest is concluded with the Participant, or, as the case may be, the Agreement on Transfer of Ownership Interest is concluded with the Designated Entity, and the Participant, or, as the case may be, the Designated Entity, fails to fulfill its obligation to pay an advance payment duly and on a timely basis in compliance with the terms and conditions of the Agreement on Transfer of Ownership Interest, ČKA shall have the right to claim the payment of the advance payment by exercising its right under the Bank Guarantee.

4. Validity and Effectiveness of the Agreement

This Agreement shall come into full force and effect upon the moment when it is delivered to ČKA together with the Participant's offer in the Tender and the signed original of the Bank Guarantee in corresponding form and content.

5. Final Provisions

- 5.1 This Agreement is governed by the laws of the Czech Republic.
- 5.2 For the purpose of resolution of disputes arising hereunder or in connection herewith that cannot be settled amicably, the parties have agreed that the court locally competent on the first level shall be the Municipal Court in Prague or the District Court for Prague 1, depending on their material jurisdiction.
- 5.3 The capitalized expressions used but not defined herein shall have the meaning assigned to them in the Rules of the Tender.
- 5.4 This Agreement may be amended or cancelled only upon an agreement of the parties made in writing.
- 5.5 This Agreement has been executed in two (2) counterparts of which each of the parties shall receive one.

In Prague on _____ 2007

In _____ on _____ 2007

Česká konsolidační agentura

[Participant's Business Name]

Name:
Title:

Name:
Title: []

Name:
Title:

Name:
Title: []
[officially verified signature is necessary]

SAMPLE OF BANK GUARANTEE

[To be used when the guarantee is issued by the Qualifying Bank having its registered office outside the Czech Republic]

[To be engrossed on the letterhead of the issuing bank]

Česká konsolidační agentura
Janovského 438/2
170 06 Prague 7
Czech Republic

Dear Sirs,

Bank Guarantee No. []

[insert name of Bidder] (the "Bidder")

1. We have been informed about a public tender announced by Česká konsolidační agentura ("ČKA" or "you") on June 13, 2007, concerning the selection of an entity to which ČKA would transfer its 100 % (one hundred per cent) ownership interest in a business company ASSET PARK s.r.o., with its registered seat at Prague 1, Jungmannova 34, Postal Code 110 00, established on June 13, 2007 (the "Tender" and the "Company"). We understand that the Bidder wishes to make a bid in the Public Tender and that according to the regulations governing the Tender, bids must be supported either by a cash security or by a bank guarantee.
2. In connection with the participation of the Bidder in the Tender, we hereby irrevocably and unconditionally guarantee to you the payment of all sums due and payable by the Bidder and undertake to pay the said sums to you in Czech Crowns upon a written demand by you under the terms of this bank guarantee (the "Bank Guarantee") provided that the total amount recoverable from us under this Bank Guarantee shall not exceed in aggregate an amount of fifty million Czech crowns (CZK 50,000,000).
3. A demand under this Bank Guarantee shall be made to us in the manner set out in paragraph 8 hereof and shall:
 - (a) be in writing;
 - (b) state the amount that is claimed;
 - (c) state that the sum demanded is due and payable by the Bidder; and
 - (d) give details of the bank account to which the sum so demanded is to be paid by us.
4. Multiple demands may be made by you under this Bank Guarantee provided that our maximum liability of CZK 50,000,000 under this Bank Guarantee shall be reduced by the amount of each payment made by us hereunder.

5. If we are so required by law, we shall deduct tax from any amount payable by us hereunder and shall deliver to you in respect of the amount so paid by us a certificate as to the gross amount of such payment, the amount of tax deducted and the actual amount paid and certifying that we have paid the amount of tax deducted to the appropriate tax authority. If we are required to make such deduction of tax in respect of any payment, we shall make such any additional payment to you as may be necessary to ensure that you receive the full amount demanded.
6. Notwithstanding anything to the contrary in this Bank Guarantee, we confirm that this Bank Guarantee constitutes our direct obligation to make payment in accordance with the terms of this Bank Guarantee without reference to the Bidder and without examination of the liability of the Bidder to you. Any amounts due under this Bank Guarantee will be paid without reference to any rights of set-off or counter claim that the Bidder may have against you and whether or not the Bidder disputes its liability to pay the amount demanded by you or the truth or accuracy of any statement given pursuant to paragraph 3.
7. We may rely on any demand or other document or information reasonably believed by us to be genuine and correct and to have been signed or communicated by the person by whom it purports to be signed or communicated and we shall not be liable for the consequences of such reliance and shall have no obligation to verify that the facts or matters stated therein are true and correct.
8. No demand under this Bank Guarantee shall be valid or result in any liability on our part under this Bank Guarantee unless it is made, and received by us, in accordance with the provisions of this Bank Guarantee on or before 3 p.m. (local time) on November 30, 2007. After such time this Bank Guarantee shall cease to have effect and we shall have no liability under it, save to the extent of any demand delivered to us prior to such time which complies with the requirements of this Bank Guarantee. All such demands shall be in writing and shall be effective upon actual receipt by us at [insert address] or such other office as we may from time to time notify for this purpose to you in writing.
9. This Bank Guarantee is an absolute, irrevocable, unconditional, present and continuing Bank Guarantee and is in no way conditional upon any circumstance or contingency whatsoever. In particular, this Bank Guarantee shall remain in force notwithstanding (without limitation) the liquidation, insolvency, dissolution or other incapacity of the Bidder, or the appointment of an administrator of the Bidder or the appointment of a receiver of all or any part of the assets of the Bidder or any time or indulgence granted to the Bidder or any waiver of any term by you. Our liability under this Bank Guarantee shall not be discharged or impaired by reason of any act or matter whatsoever which (but for this provision) might have discharged or impaired our liability.
10. The amount stated in any demand made by you under this Bank Guarantee as being payable to you shall as between you and us be conclusive evidence of our liability under this Bank Guarantee in respect of the amount demanded.
11. This Bank Guarantee is in addition to and not in substitution for any guarantee, indemnity or security which you may at any time hold and may be enforced by you without first having recourse against the Bidder or others.
12. Any variation of the terms of this Bank Guarantee shall only be valid if made in writing and signed by you and by us.

13. This Bank Guarantee shall be governed by and construed to take effect in all respects in accordance with English law.

IN WITNESS WHEREOF THIS DEED HAS BEEN DULY EXECUTED SIGNED SEALED AND DELIVERED BY

[Issuing Bank]

In the presence of:

On
(date)

Unofficial translation
For information only

TRANSLATION OF THE FORM OF BANK GUARANTEE

[použije se v případě, kdy je záruka vystavena Způsobilou bankou se sídlem mimo území České republiky]

[bude vytištěno na hlavičkovém papíře vystavující banky]

Česká konsolidační agentura
Janovského 438/2
170 06 Praha 7
Česká republika

Vážení,

Věc: **Bankovní záruka č. [_____]**

[doplnit obchodní firmu/jméno Závjemce] (dále jen „Závjemce“)

1. Byli jsme informováni o veřejném výběrovém řízení vyhlášeném dne 13.6.2007 Českou konsolidační agenturou (dále jen „ČKA“ nebo „Vy“) na výběr osoby, na kterou by ČKA převedla 100% (sto procentní) obchodní podíl ČKA v obchodní společnosti ASSET PARK s.r.o., se sídlem Praha 1, Jungmannova 34, PSČ 110 00, založené dne 13. června 2007, (dále jen „Výběrové řízení“ a „Společnost“). Jsme srozuměni s tím, že Závjemce má v úmyslu předložit ve Výběrovém řízení nabídku a že podle Pravidel Výběrového řízení, musí být s nabídkami poskytnuta buď finanční jistota nebo bankovní záruka.
2. V souvislosti s účastí Závjemce ve Výběrovém řízení tímto neodvolatelně a nepodmíněně zaručujeme úhradu všech částek, které Vám mají být zaplacený ze strany Závjemce, a zavazujeme se zaplatit Vám tyto částky v českých korunách na základě Vaší písemné žádosti za podmínek stanovených v této Bankovní záruce (dále jen „Bankovní záruka“) za předpokladu, že celková částka, kterou budeme povinni zaplatit na základě této Bankovní záruky, nepřesáhne celkem jedno padesát milionů korun českých (50.000.000 Kč).
3. Žádost podle této Bankovní záruky nám bude předložena způsobem uvedeným v odstavci 8 a:
 - (a) bude v písemné podobě;
 - (b) bude v ní uvedena požadovaná částka;
 - (c) bude v ní uvedeno, že požadovaná částka je splatná a má být placena ze strany Závjemce; a
 - (d) budou v ní uvedeny údaje o bankovním účtu, na který máme takto požadovanou částku uhradit.
4. Na základě této Bankovní záruky je možno učinit více žádostí o placení, avšak náš celkový závazek ve výši 50.000.000 Kč podle této Bankovní záruky se vždy sníží o částku každé platby, kterou podle této Bankovní záruky provedeme.

5. Budeme-li tak muset učinit v souladu se zákonem, odpočteme z jakékoli námi placené částky na základě této Bankovní záruky daň a doručíme Vám o takové námi uhrazené částce potvrzení, a to o hrubé výši naší platby, částce odpočtu daně a skutečně uhrazené částce a dále o tom, že jsme částku odpočtu daně uhradili příslušnému finančnímu úřadu. Budeme-li muset takový odpočet daně příslušné platby provést, pak učiníme takovou další platbu ve Váš prospěch, jež bude třeba k tomu, abyste obdrželi celou požadovanou částku.
6. Bez ohledu na jakékoli ustanovení této Bankovní záruky, jež by mohlo svědčit o opaku, tímto potvrzujeme, že tato Bankovní záruka představuje náš přímý závazek k provedení platby v souladu s podmínkami této Bankovní záruky bez odkazu na Závazce a bez přezkoumávání závazku Závazce vůči Vám. Jakékoli částky splatné podle této Bankovní záruky budou vyplaceny bez odkazu na právo zápočtu nebo uplatnění protinároku, který může Závazce vůči Vám mít, a na to, zda Závazce svůj závazek uhradit tuto Vámi požadovanou částku nebo pravdivost či přesnost jakéhokoli prohlášení učiněného podle odstavce 3 zpochybňuje.
7. Společně se na žádost nebo jiný dokument či údaje, o nichž se můžeme rozumně domnívat, že jsou pravé a správné a že byly podepsány nebo sděleny osobou, jež je má podepsat nebo sdělovat, a neodpovídáme za žádné následky takové důvěry a nejsme povinni prověřovat, zda jsou skutečnosti nebo záležitosti v nich uvedené pravdivé a správné.
8. Žádost na základě této Bankovní záruky není platná ani jí nevzniká žádný závazek z naší strany podle této Bankovní záruky, pokud nebude učiněna a nám doručena v souladu s ustanoveními této Bankovní záruky nejpozději v 15.00 hodin (místního času) dne 30.11.2007. Uvedeným okamžikem tato Bankovní záruka zaniká a my na jejím základě neneseme žádnou odpovědnost s výjimkou případů, kdy nám byla žádost doručena před tímto okamžikem a splňuje podmínky této Bankovní záruky. Veškeré takové žádosti budou v písemné podobě a nabývají účinnosti v době, kdy nám budou skutečně doručeny v [doplňte adresu] nebo takové jiné kanceláři, jejíž adresu Vám můžeme příležitostně pro tento účel písemně oznámit.
9. Tato Bankovní záruka představuje absolutní, neodvolatelnou, nepodmíněnou, existující a trvalou Bankovní záruku a v žádném případě není závislá na jakýchkoliv okolnostech nebo událostech. Tato Bankovní záruka zůstává v platnosti i bez ohledu na případnou likvidaci, úpadek, zrušení nebo jinou nezpůsobilost Závazce nebo bez ohledu na jmenování nuceného správce Závazce nebo jmenování správce veškerého majetku nebo části majetku Závazce či bez ohledu na jakýkoliv dodatečný čas k placení či posečkání s placením poskytnuté Závazci nebo bez ohledu na prominutí jakékoliv podmínky Závazci. Náš závazek podle této Bankovní záruky nebude splněn ani oslaben žádným úkonem ani záležitostmi, jimiž by (bez tohoto ustanovení) mohl být splněn nebo oslaben.
10. Částka uvedená v žádosti, kterou uplatníte podle této Bankovní záruky jako částku, jež má být zaplacená ve Váš prospěch, je v našem vzájemném vztahu nezvratným důkazem naší odpovědnosti podle této Bankovní záruky ohledně požadované částky.
11. Tato Bankovní záruka doplňuje avšak nenahrazuje žádnou záruku, odškodnění nebo zajištění, jež můžete mít a které můžete uplatnit, aniž byste jako první uplatňovali postih vůči Závazci nebo jiným osobám.
12. Veškeré změny podmínek této Bankovní záruky jsou platné pouze v písemné podobě a pokud jsou opatřeny Vaším i našim podpisem.

13. Tato Bankovní záruka se ve všech směrech řídí, vykládá a nabývá účinnosti v souladu s anglickým právem.

NA DŮKAZ ČEHOŽ BYLA TATO LISTINA ŘÁDNĚ VYHOTOVENA A PODEPSÁNA

.....
[Vystavující banka]

V přítomnosti:

Dne
[datum]

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SAMPLE OF BANK GUARANTEE

[To be used when the guarantee is issued by the Qualifying Bank having its registered in the
Czech Republic]

[To be engrossed on the letterhead of the issuing bank]

Česká konsolidační agentura
Janovského 438/2
170 06 Prague 7
Czech Republic

Dear Sirs,

Bank Guarantee No. []

We have been informed about a public tender announced by Česká konsolidační agentura (hereinafter "ČKA" or "you") on June 13, 2007, concerning the selection of an entity to which ČKA would transfer its 100% (one hundred per cent) ownership interest in a business company ASSET PARK s.r.o., with its registered seat at Prague 1, Jungmannova 34, Postal Code 110 00, established on June 13, 2007 (hereinafter the "Tender" and the "Company").

We have further been informed that our client

name and address of the client

(hereinafter referred to as the "**Bidder**")

wishes to make a bid in the Tender and that according to the regulations governing the Tender, bids must be supported either by a cash security or by a bank guarantee (hereinafter referred to as the "**Bank Guarantee**").

In connection with the Bidder's participation in the Tender we hereby irrevocably and unconditionally guarantee to pay to you without any undue delay and upon receipt of your written demand, subject to terms and conditions hereof, CZK 50,000,000 (in words: one hundred million Czech Crowns) regardless of any objections on the part of the Bidder and regardless of any claim that the Bidder may have against ČKA.

We undertake to perform under this Bank Guarantee, provided that the written demand under this Bank Guarantee shall:

- (a) state the amount that is claimed; and
- (b) state that the sum demanded is due and payable by the Bidder; and

- (c) give details of the bank account to which the sum so demanded is to be paid by us.

Any demand under this Bank Guarantee has to be made in written form and must be sent to us at the above address or another address in the Czech Republic as we may from time to time notify to you in writing for this purpose.

This Bank Guarantee comes into force as of today and shall expire – irrespective of whether this Bank Guarantee document has been returned to us – at 3 p.m. on November 30, 2007.

This Bank Guarantee shall be governed by and construed in accordance with the laws of the Czech Republic.

[Place, Date]

(name and surname of persons acting on behalf of the Bank)
(title)
(name of the Bank)

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