

Project Specification and Reporting

A.1 Technical Description (Article 6.2)

A.1.1 TECHNICAL DESCRIPTION

A.1.1.1 Purpose, Location

The Project, structured as a Framework Loan, comprises the schemes implemented under the investment programme of the Region of Central Bohemia that will improve the regional infrastructure, in particular in the sectors of healthcare, transport education, social care and energy efficiency of public buildings. The investment programme is plan-led and well-embedded in the context of its Regional Development Programme. Central Bohemia is a Cohesion Priority Region (less developed) in the Czech Republic.

A.1.1.2 Description

The proposed operation will mainly concern 52 investment Sub-Projects with total estimated costs of approximately CZK 3.9bn (ca. EUR 146m) in healthcare, transport, social care, public building energy efficiency improvement and education. 35% of schemes will be co-financed by the EU Funds and from the Region's own budget¹. The eligible investments are as follows:

Key sectors	Eligible investments
Transport improvement schemes in the regional roads network	<ul style="list-style-type: none"> Rehabilitation and/or modernisation of 2nd and 3rd class regional roads, including networks, engineering structures (bridges, viaducts), improvements, reconstruction, re-paving, widening, intersections, selective extensions and bypasses, safety measures, transport accessibility Construction, rehabilitation and modernisation of the drainage system, realignment and replacement of the curbs, renovation of the sidewalks, the street lights, as well as planting of trees and greenery Road safety investments Investments tackling or preventing effects of flood
Education	<ul style="list-style-type: none"> Enhancement of the quality of the facilities (constructions, reconstructions, upgrade) Restructuring, renewal and upgrade of the infrastructure, including safety and flood protection measures Extensions of existing or construction of new buildings Renovations or rehabilitation of public spaces (parks, squares)
Health and social care	
Culture, heritage and tourism	
Energy efficiency	<ul style="list-style-type: none"> Thermo-modernisation schemes The following type of projects are also eligible under the rehabilitation of existing buildings aimed at increasing the energy efficiency (insulation, boiler replacement and rehabilitation of heat transmission and energy management systems)

A.1.1.3 Calendar

The schemes will be implemented in the period 2020-2024.

A.1.1.4 General provisions

- The Bank will generally allocate its funds only to eligible schemes which are economically, technically and financially justified and environmentally sound. All schemes must comply with EU environmental, procurement and state aid legislation as well as comply with the principles and standards of the Bank's Environmental Policy Statement².
- The loan amount shall not exceed 90% of the total project investment cost and 100% of the eligible investment cost at the level of the Project (operation).

¹ ESIF does not allow for building close institutions in social care sector (de-institutionalisation principles must be applied)

² http://www.eib.org/attachments/strategies/eib_statement_esps_en.pdf

- The combined EU and Bank financing shall not exceed 100% of the total project investment cost at the level of the Project (operation).
- The project investment cost generally includes (non-exhaustive list) land, studies and engineering, civil works, equipment and installation, non-recoverable VAT, technical and price contingencies.
- The following costs are not eligible for the Bank: VAT and other taxes and duties, land acquisition, purchase of buildings, maintenance, repairs and other operating costs, acquisition of second-hand assets, interest during construction, purchase of licences for the use of non-generated public resources (e.g. telecom licences), patents, brands and trademarks. Purely financial transactions are also not eligible.
- The Bank does not finance works under "routine maintenance" or repairs. The term "routine maintenance" means: localised repairs (less than 150m in continuous length) of pavement and shoulder defects, and regular maintenance of road drainage, side slopes, verges and furniture. (Examples: pothole patching, crack sealing, reshaping side drains, repairing and cleaning culverts and drains, vegetation control, dust control, erosion control, snow and sand removal from travelled ways, repainting pavement strips and markings, repairing or replacing traffic signs, guard-rails, signals, lighting standards, roadside cleaning and the maintenance of rest areas, etc.). In the road budget, financing is normally by means of an annual expenditure; these works cannot be financed by the Bank.
- The eligibility for Bank financing will be checked by the Bank at allocation stage against the above list and the Bank's standard eligibility criteria.
- The Bank reserves the right to review allocation procedures in view of the development of the Project.

A.1.1.5 Allocation Procedures

The Bank Loan will be allocated to the eligible schemes in the regional multi-annual investment programmes, satisfying the sectors listed in the technical description with procedures modulated according to the scheme size and in line with the applicable Framework Loan procedures:

- a) Eligible schemes with an investment cost below EUR 25m are selected by the Borrower. The choices are subject to ex-post confirmation of eligibility by the Bank's services. The Borrower shall submit an allocation request in a form required by the Bank (as defined in A.1.1.7).
- b) Eligible schemes with a cost between EUR 25m and EUR 50m are submitted ex-ante to the Bank for approval before funding, using a template as defined in A.1.1.8 or a feasibility study. The Bank keeps the right to ask for additional information; partial or in-depth appraisal of the scheme will be undertaken, if deemed necessary.
- c) Schemes with a cost above EUR 50m are not eligible under this Project.
- d) Borrower shall ensure environmental compliance of the schemes concerned in line with:
 - EIA Directive 2014/52/EU, amending 2011/92/EU:
 - For schemes requiring an EIA (Annex II screened in or Annex I of EIA Directive):
 - Copy of the Environmental Decision(s) (or equivalent) and Environmental Impact Assessment (EIA) Study with a summary description of the environmental measures adopted (mitigating, compensation, etc.) provided to the Bank upon request.
 - Copy of the corresponding Non-Technical Summary (NTS) or a link to a public version of it on a relevant Borrower's official web site provided to the Bank before the funds are allocated.
 - For schemes which fall under Annex II of the EIA Directive and not requiring an EIA:
 - The Borrower shall ensure that a screening procedure taking into account the criteria listed in Annex III of EU EIA Directive was carried out by the environmental competent authority. The screening decision can be common for several schemes. A copy of this decision might be requested by the Bank.

- EU Habitats and Birds Directives (92/43/EEC and 2009/147/EC)
 - For schemes with potential or likely significant effects on a Site of Community Importance (SCI) (Natura 2000 or otherwise) and subject to a screening under the EU Habitats and Birds Directives: Form A or its equivalent signed by the competent authority responsible for the monitoring of Natura 2000. This declaration should confirm that the required assessments under the EU Habitats and Birds Directives have been carried out (if necessary), that the scheme will have no significant impact on any protected site and that the appropriate mitigation measures have been identified.
 - For schemes with a significant impact, potential or likely, on a SCI, requiring an assessment under Article 6(4) of the Habitats Directive: Form B or its equivalent - signed by the competent authority responsible for monitoring Natura 2000 Sites, together with the justification of overriding public interest, as well as the opinion of the European Commission, if applicable.
 - These declarations shall be provided to the Bank before the funds are allocated.
 - Water Framework Directive (2000/60/EC) (WFD)
 - For schemes triggering Art. 4.7 of the WFD, the Borrower has to provide evidence of the compliance with the WFD before the Bank funds are allocated.
- e) The Borrower shall store and keep the relevant documents updated, including documents supporting the compliance with the environmental legislation. In case the Bank requires such documentation for any of the schemes included in this operation, the Borrower shall promptly provide all documents requested.

A.1.1.6 Eligibilities

Excluded Sectors:

- Manufacture and distribution of weapons and ammunition, arms and military equipment;
- Manufacture and distribution of tobacco or alcohol products;
- Waste incineration (including RDF) and processing of hazardous waste;
- Gambling and betting activities;
- Detention facilities e.g. prisons, police stations, schools with custodial functions;
- Sectors and activities with a strong ethical dimension considered to carry significant reputation risk.

A.1.1.7 Allocation table

Name of EIO
Operation:

Number of EIO
Operation:

Currency: EUR

[illegible]

(1)	No. order
(2)	Sector : 1 Urban Infrastructure (urban roads, schools, cultural facilities, etc.), 2 Mobility, 3 Drainage, 4 Other (Please indicate sector)
(3)	Project name
(4)	Brief project description (of the project (description, justification) and location)
(5)	Responsible Department for implementation

Project: CENTRAL BOHEMIA REGIONAL INFRASTRUCTURE
 Operation no.: 2019-0800

(6)+(7)	Please indicate the latest estimated dates for start and completion of the Project
(8)	Estimate total investment cost paid by the Final Beneficiary (prior deduction of EU ineligible costs)
(9)+(11)	Financial Sources (EU grants, Municipal funds and other (national, etc.))
(12)	ERF funds allocated
(13)	Please indicate: (A) Subject to EIA Annex I of the EIA Directive. Please provide copy of NTS or a link to a public version of it on a relevant public entity's official web site at allocation or as soon as available. (B) Subject to EIA Annex II "screened" of the EIA Directive. Please provide copy of NTS or a link to a public version of it on a relevant public entity's official web site at allocation or as soon as available. (C) Screened but project is EIA required. The Financial intermediary shall ensure that a screening procedure taking into account the criteria listed in Annex II of EU EIA Directive was carried out by the environmental competent authority. The screening decision can be optional for several schemes. A copy of this decision might be requested by the ERF. (D) Other
(14)	It refers to Natura 2000 or other habitats areas of international or national importance. Please indicate: (a) No significant impact, potential or likely, on a conservation site (Natura 2000 or otherwise). In that case a declaration signed by the Competent Authority Form A - or its equivalent - has to be provided. (b) A significant impact, potential or likely, on a conservation site - in that case Form B - or its equivalent - has to be signed by the Competent Authority and submitted to the Bank together with the justification of overriding public interest, as well as the opinion of the European Commission, if applicable by the Article 6 (4) of the Habitat Directive. (c) Not applicable
(15)	Please indicate the tender procedure - "I" International Open Tender, "N" National Open Tender, "M" Negotiation procedure, "D" Direct Attribution, "Em" Emergency Procedure and "C" Consultation
(16)+(17)	Sector indicators

Project: CENTRAL BOHEMIA REGIONAL INFRASTRUCTURE
 Operation no.: 2019-0800

Allocation number:
 Date:

Name of EIB operation:
 Number of EIB operation:
 Finance Contract no.:
 Currency:

SUMMARY OF ALLOCATION TABLE (FOR ALL SCHEMES INCLUDED IN EIB OPERATION)

EIB allocation request date: <small><dd/mm/yyyy></small>	EIB disbursed amount (EUR)	EIB allocated amount (EUR)	Allocated / Disbursed (in %)	EIB's funds paid to final beneficiaries (in %)
<i>Example:</i>				
Disbursement no. 1 (date: ..)	0000		0000	0000
Allocation no. 1 (date: .. allocation request no. ..)		0000	0000	0000
Allocation no. 2 (date: .. allocation request no. ..)		0000	0000	0000
Disbursement no. 2 (date: ..)	0000		0000	0000
Total	00000	00000		

Sectors	Total investment costs (EUR)	Financial sources (EUR)			Number of schemes	range of schemes	
		EU	Region/Municipal	Other		lowest (EUR)	highest (EUR)
Projects							
1 Sector 1							
2 Sector 2							
3 Sector 3							
4 Sector 4							
EIB project total							
for which EIB's funds are allocated							
Total funds disbursed to final beneficiary							

Person in charge: <name and surname>
<function>
<Department>

Signature
 Date
 Place



A.1.1.8 Project fiche

PROJECT FICHE (for schemes with total costs between EUR 25M-50M)
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CENTRAL BOHEMIA REGIONAL INFRASTRUCTURE

2019-0800

This fiche could be replaced by any internal document (e.g. application submitted by the final beneficiary) providing the same information.

<u>Scheme Name:</u> <u>Scheme reference number:</u> <u>Implementing body:</u> <u>Contact Person:</u> <u>Contact (e-mail, telephone):</u>	<u>Scheme Promoter:</u> <u>Location:</u> <u>Sector:</u> <u>Type:</u> new project/ extension/ rehabilitation <u>Date:</u> <u>Signature:</u>
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1. Scheme

1.1 Background

1.2 Reasons for undertaking the Project and key objectives (Please refer to the strategic plans to which project is integrated)

1.3 Technical description of the project including relevant key dimensions and capacities

1.4 Entity(ies) responsible for project design, construction and supervision

1.5 Investment cost (total)

in CZK

Engineering and supervision	-
Land	-
Civil works (Building work)	-
Equipment	-
Miscellaneous	-
Technical contingencies	-
Price contingencies (...% escalation p.a.), if applicable	-
Interest during construction	-
Total	-

Are the cost estimates before or after procurement?

1.5.1 Financial plan and requested allocation

Sources of financing	in CZK
EU funds (if applicable)	
Regional budget	
Other (e.g. private)	
Total	
of which requested EIB loan	

1.6 Expected expenditure schedule (in CZK)

year	n	Total
EUR					

1.7 Expected technical/ economical life-span (years)

1.8 Implementation period (dates: month, year)

- a) Start:
b) Completion:

1.9 Authorisation required to implement/operate the project

Please provide the name(s) of the authority(ies) issuing the relevant permit(s) and whether or not the authorisation(s) has (have) been issued. If permits are not issued, please indicate the expected date.

1.10 Jobs affected by the investment

Number of jobs that will be created, secured or lost as a consequence of the project

a) during construction:	
b) post construction (operation and maintenance) – secured:	

1.11 Physical indicators

Please indicate (quantify) planned physical output/result of the project.

Indicator name and definition	Baseline (year)	Target value (year)
a) ...		
b)		
c)		

1.12 Procurement plan

Number of contracts, their value and types of tender procedures, timetable

Contracts/ lots name	Type of contract: e.g. design, design- build, supply, services	Tender procedure	Start (publication date)	End (contract signature date)	Publication reference (OJEU or national journal)	Contract value (EUR)	Company awarded (if available)
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1.13 Environmental impacts, social issues and risk

- a) Please explain briefly the effects of the project on the environment
b) Does the Project have any particular environmental risks or benefits/opportunities?
c) Compliance with environmental requirements (local, national, EU) and a summary description of mitigating measures adopted, if any; indicate if a full EIA is required and if the

project may have potential effects on a Natura 2000 sites or any other nature conservation site- in the affirmative cases, please provide information on the relevant assessment and administrative decisions for such projects, the Bank services may require further information.

Project documentation to be provided³:

- EIA Directive 2014/52/EU amending 2011/92/EU:
 - For schemes requiring an EIA (Annex II screened in or Annex I of EIA Directive):
 - Copy of the Environmental Decision(s) (or equivalent) and Environmental Impact Assessment (EIA) Study with a summary description of the environmental measures adopted (mitigating, compensation, etc.) provided to the Bank upon request.
 - Copy of the corresponding Non-Technical Summary (NTS) or a link to a public version of it on a relevant public entity's official web site provided to the Bank before the funds are allocated.
 - For schemes which fall under Annex II of the EIA Directive and not requiring an EIA:
 - The Borrower shall ensure that a screening procedure taking into account the criteria listed in Annex III of EU EIA Directive was carried out by the environmental competent authority. The screening decision can be common for several schemes. A copy of this decision might be requested by the Bank.
- EU Habitats and Birds Directives (92/43/EEC and 2009/147/EC)
 - For schemes with potential or likely significant effects on a Site of Community Importance (SCI) (Natura 2000 or otherwise) and subject to a screening under the EU Habitats and Birds Directives: Form A or its equivalent signed by the competent authority responsible for the monitoring of Natura 2000. This declaration should confirm that the required assessments under the EU Habitats and Birds Directives have been carried out (if necessary), that the scheme will have no significant impact on any protected site and that the appropriate mitigation measures have been identified.
 - For schemes with a significant impact, potential or likely, on a SCI, requiring an assessment under Article 6(4) of the Habitats Directive: Form B or its equivalent - signed by the competent authority responsible for monitoring Natura 2000 Sites, together with the justification of overriding public interest as well as the opinion of the European Commission, if applicable.
 - These declarations shall be provided to the Bank upon request before the funds are allocated.
- d) Does the project have any particular social issues (involuntary economic and/or physical displacement, impacts on vulnerable groups, labour standards, occupational health, safety and security)? Social impacts may be negative (e.g. from compulsory purchase of property) or positive (e.g. from improvement in housing stock, improved access to municipal services, improvement on quality of life, integration of vulnerable groups, etc.)
 - Public consultation process and involvement of local communities and most vulnerable groups.
 - In case of applicable, please indicate how the resettlement of people has been managed and its impact in terms of affected people and compensation measures.
 - How have gender considerations been incorporated into the preparation of the project? Is the project considered to have positive or negative impacts on gender by virtue of its selection, design, implementation or operation?

³ Documentation requirements for the medium-sized scheme should be aligned to the general requirements defined for the project in Step 1 appraisal.

- e) Does the project have any particular biodiversity impacts notably on critical habitats, or priority/key biodiversity areas?

1.14 Operation and maintenance of the facilities:

- a) Organisation in charge of the operation and maintenance of the Scheme:
- b) Operating and maintenance costs and available budget for operation and maintenance:

1.15 Climate change risks

- a) Has there been a climate risk and vulnerability undertaken for the project? Please outline main results.
- b) How will the design and layout of the infrastructure maximise opportunities for building infrastructure resilience (e.g. water and energy efficiency measures, sustainable urban drainage, flood risk)?

1.16 Economic and financial aspects

- a) Population served by the Scheme, or other pertinent demand analysis. In the case of road scheme actual and forecast traffic flows have to be included.
- b) If applicable, a summary of cost-benefit or economic feasibility analysis
- c) If applicable, cost recovery mechanism (Will users be required to contribute to the cost of the Scheme? Tariff policy?)

2. Overall conclusions and recommendations

Place:

Date:

Promoter:

Responsible person:

A.1.2 PROJECT RELATED CONDITIONS TO BE FULFILLED, if any

Disbursement conditions

Before the first disbursement

- The first disbursement shall not exceed the amount of 30% of the total loan amount.
- Evidence that proper management arrangements are in place and are fully operational to coordinate the implementation of the Project (particularly with regard to Allocation Requests and progress reporting)

Before subsequent disbursements

- The Borrower shall submit, in writing, evidence satisfactory to the Bank showing that (i) 80% of all previously disbursed sums have been allocated to eligible schemes or (ii) that 50% of all previously disbursed sums have effectively been paid out towards any expenditure incurred with respect to any allocated scheme.
- Prior to the disbursement of the last 10% of the loan, all previously disbursed loan sums have to be allocated. For the remaining 10%, the Borrower shall provide a list of schemes, which are expected to be allocated under this amount.

Undertakings

- The loan will be allocated to eligible schemes with procedures modulated according to scheme size in line with the applicable Framework Loan procedures and as indicated in Annex A.1.1. The schemes with a cost equal or above EUR 50m are not financed by this Project.
- The Borrower shall verify the compliance of the schemes with the relevant and applicable rules of the European Union legislation, in particular in the fields of environment, road safety, state aid and public procurement.
- The Borrower shall not commit any Bank funds against schemes that require an EIA or biodiversity assessment according to EU and national law without, prior to commitment, receiving the consent from the competent authority, and the Non-Technical Summary of the EIA having been made available to the public.
- The Borrower shall ensure that Road Safety Audits are performed on all road schemes, co-financed by EU grant funds, and on other relevant schemes on a best effort basis in line with the principles of Directive 2008/96/EC on road infrastructure safety management, as amended by Directive (EU) 2019/1936 and confirmation shall be provided to the Bank that the audit recommendations have been included in the final design or justification shall be given for alternative measures where recommendations have not been adopted.
- The Borrower shall ensure, on a best effort basis, that as at date of the Project completion, at least 21% (twenty one per cent) of the total cost of the Project, financed with the proceeds of the loan, is dedicated to Climate Action, i.e. concerns energy efficiency and/or renewable energy and/or other eligible mitigation components.
- The Borrower shall ensure that there is no double-financing of the schemes with other Bank loans with the same Borrower.
- The Borrower shall promptly inform the Bank: (i) when the implementation of any allocated scheme is suspended or the scheme is cancelled; (ii) of any suspension of payments or infringement procedures initiated by the European Commission related to the implementation of a scheme under this operation and of the initiation of any legal proceedings by the European Commission before the European Court of Justice for non-compliance with EU law of any scheme under this Project; (iii) about any material modifications to the region's planning and development strategies, and send to the Bank a copy of the new strategies and relevant documents.

A.2 Information Duties under Article 8.1

A.2 PROJECT INFORMATION TO BE SENT TO THE BANK AND METHOD OF TRANSMISSION

1. Dispatch of information: designation of the person responsible

The information below has to be sent to the Bank under the responsibility of:

	Financial Contact	Technical Contact
Company	Central Bohemia Region	Central Bohemia Region
Contact person	[REDACTED]	[REDACTED]
Title		Ph.D.
Function / Department financial and technical	Controlling analyst/ Budget department	Division of regional development
Address	Zborovská 11, 150 21 Praha 5	Zborovská 11, 150 21 Praha 5
Phone	[REDACTED]	[REDACTED]
Fax	[REDACTED]	[REDACTED]
Email	[REDACTED]	[REDACTED]

The above-mentioned contact person(s) is (are) the responsible contact(s) for the time being. The Borrower shall inform the Bank immediately in case of any change.

2. Information on specific subjects

The Borrower shall deliver to the Bank the following information at the latest by the deadline indicated below.

Document / information	Deadline

3. Information on the Project's implementation

The Borrower shall deliver to the Bank the following information on Project progress during implementation at the latest by the deadline indicated below.

Document / Information	Deadline	Frequency of reporting
Project Progress Report, related to the allocated schemes, including: <ul style="list-style-type: none"> - A brief update on the Technical Description, explaining the reasons for significant changes vs. initial scope; - Update on the date of completion of each of the main Project's components, explaining reasons for any possible delay; - Update on the cost of the Project, explaining reasons for any possible cost variations vs. initial budgeted cost; - A description of any major issue with impact on the Environment; - Update on the Project's demand or usage and comments; - Any significant issue that has occurred and any significant risk that may affect the Project's operation; - Any legal action concerning the Project that may be on-going; - Non-confidential Project-related pictures, if available (links to Projects web sites). 	30 June 2021, 30 June 2022, 30 June 2023, 30 June 2024 30 June 2025	annual

4. Information on the end of works and first year of operation

The Borrower shall deliver to the Bank the following information on Project completion and initial operation at the latest by the deadline indicated below.

Document / information	Date of delivery to the Bank
<p>Project Completion Report, including:</p> <ul style="list-style-type: none"> - A final Technical Description of the Project as completed, explaining the reasons for any significant change compared to the Technical Description in A.1.1; - The date of completion of each of the main Project's components, explaining reasons for any possible delay; - The final cost of the Project, explaining reasons for any possible cost variations vs. initial budgeted cost; - Employment effects of the Project: person-days required during implementation as well as permanent new jobs created; - A description of any major issue with impact on the Environment or social impacts; - Update on the Project's demand or usage and comments; - Any significant issue that has occurred and any significant risk that may affect the Project's operation; - Any legal action concerning the Project that may be on going. - Non-confidential Project-related pictures, if available. - An update on the following Monitoring Indicators: <ul style="list-style-type: none"> • New or rehabilitated health facilities (number) • Length of road built or upgraded (km) 	31 March 2026
Language of reports	English

Schedule B

Definitions of Relevant Interbank Rates

A. EURIBOR

"EURIBOR" means:

- (a) in respect of a relevant period of less than one month, the Screen Rate (as defined below) for a term of one month;
- (b) in respect of a relevant period of one or more months for which a Screen Rate is available, the applicable Screen Rate for a term for the corresponding number of months; and
- (c) in respect of a relevant period of more than one month for which a Screen Rate is not available, the rate resulting from a linear interpolation by reference to two Screen Rates, one of which is applicable for a period next shorter and the other for a period next longer than the length of the relevant period,

(the period for which the rate is taken or from which the rates are interpolated being the "**Representative Period**").

For the purposes of paragraphs (b) to (c) above:

- (i) "**available**" means the rates, for given maturities, that are calculated and published by Global Rate Set Systems Ltd (GRSS), or such other service provider selected by the European Money Markets Institute (EMMI), or any successor to that function of EMMI, as determined by the Bank; and
- (ii) "**Screen Rate**" means the rate of interest for deposits in EUR for the relevant period as published at 11h00, Brussels time, or at a later time acceptable to the Bank on the day (the "Reset Date") which falls 2 (two) Relevant Business Days prior to the first day of the relevant period, on Reuters page EURIBOR 01 or its successor page or, failing which, by any other means of publication chosen for this purpose by the Bank.

If such Screen Rate is not so published, the Bank shall request the principal offices of four major banks in the euro-zone, selected by the Bank, to quote the rate at which EUR deposits in a comparable amount are offered by each of them, as at approximately 11h00, Brussels time on the Reset Date to prime banks in the euro-zone interbank market for a period equal to the Representative Period. If at least 2 (two) quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations. If no sufficient quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in the euro-zone, selected by the Bank, at approximately 11h00, Brussels time, on the day which falls 2 (two) Relevant Business Days after the Reset Date, for loans in EUR in a comparable amount to leading European banks for a period equal to the Representative Period. The Bank shall inform the Borrower without delay of the quotations received by the Bank.

All percentages resulting from any calculations referred to in this Section A will be rounded, if necessary, to the nearest one thousandth of a percentage point, with halves being rounded up.

If any of the foregoing provisions becomes inconsistent with provisions adopted under the aegis of EMMI (or any successor to that function of EMMI as determined by the Bank) in respect of EURIBOR, the Bank may by notice to the Borrower amend the provision to bring it into line with such other provisions.

If the Screen Rate becomes permanently unavailable, the Euribor replacement rate will be the rate (inclusive of any spreads or adjustments) formally recommended by (i) the working group on euro risk-free rates established by the European Central Bank (ECB), the Financial Services and Markets Authority (FSMA), the European Securities and Markets Authority (ESMA) and the European Commission, or (ii) the European Money Market Institute, as the administrator of EURIBOR, or (iii) the competent authority responsible under Regulation (EU) 2016/1011 for supervising the European Money Market Institute, as the administrator of the EURIBOR, or (iv) the national competent authorities designated under Regulation (EU) 2016/1011, or (v) the European Central Bank.

If no Screen Rate and/or the Euribor replacement rate is available as provided above, EURIBOR shall be the rate (expressed as a percentage rate per annum) which is determined by the Bank to be the all-inclusive cost to the Bank for the funding of the relevant Tranche based upon the then applicable internally generated Bank reference rate or an alternative rate determination method reasonably determined by the Bank.

B. PRIBOR

"PRIBOR" means:

- (a) in respect of a relevant period of less than one month, the Screen Rate (as defined below) for a term of one month;
- (b) in respect of a relevant period of one or more months for which a Screen Rate is available, the applicable Screen Rate for a term for the corresponding number of months; and
- (c) in respect of a relevant period of more than one month for which a Screen Rate is not available, the rate resulting from a linear interpolation by reference to two Screen Rates, one of which is applicable for a period of next shorter and the other for a period next longer than the length of the relevant period,

(the period for which the rate is taken or from which the rates are interpolated being the "Representative Period").

For the purposes of paragraphs (b) and (c) above, "available" means the rates of interest that are commonly quoted for the relevant maturity.

"Screen Rate" means the rate of interest for deposits in CZK for the relevant period as published at 11h00, Prague time, or at a later time acceptable to the Bank on the day (the "Reset Date") which falls two Prague Business Days prior to the first day of the relevant period, on Reuters page PRIBOR= or its successor page or, failing which, by any other means of publication chosen for this purpose by the Bank.

If such Screen Rate is not so published, the Bank shall request the principal Prague offices of four major banks in the Czech Crown interbank market, selected by the Bank, to quote the rate at which CZK deposits in a comparable amount are offered by each of them as at approximately 11h00, Prague time, on the Reset Date to prime banks in the Czech Crown interbank market for a period equal to the Representative Period. If at least 2 (two) quotations are provided, the rate for that Reset Date will be the arithmetic mean of the quotations.

If fewer than two quotations are provided as requested, the rate for that Reset Date will be the arithmetic mean of the rates quoted by major banks in the Czech Crown interbank market, selected by the Bank, at approximately 11:00 a.m. Prague time on the day which falls 2 (two) Prague Business Days after the Reset Date, for loans in CZK in a comparable amount to leading European banks for a period equal to the Representative Period.

If no rate is available as provided above, PRIBOR shall be the rate (expressed as a percentage rate per annum) which is determined by the Bank to be the all-inclusive cost to the Bank for the funding of the relevant Tranche based upon the then applicable internally generated Bank reference rate or an alternative rate determination method reasonably determined by the Bank.

"Prague Business Day" means a day on which banks are open for normal business in Prague.

All percentages resulting from any calculations referred to in this Section B will be rounded, if necessary, to the nearest one hundredth (in respect of PRIBOR) of a percentage point, with halves being rounded up.

The Bank shall inform the Borrower without delay of the quotations received by the Bank.

If any of the foregoing provisions becomes inconsistent with provisions adopted under the aegis of the Czech Financial Benchmark Facility (CFBF) (or any successor to that function of the CFBF, as determined by the Bank) in respect of PRIBOR, the Bank may by notice to the Borrower amend the provision to bring it into line with such other provisions.

Schedule C

C.1 Form of Disbursement Offer/Acceptance (Articles 1.2.B and 1.2.C.)

To: Středočeský kraj
 From: European Investment Bank
 Date:
 Subject: Disbursement Offer/Acceptance for the Finance Contract between European Investment Bank and Středočeský kraj dated ● (the "**Finance Contract**")
 Project name: CENTRAL BOHEMIA REGIONAL INFRASTRUCTURE - A
 Contract Number: 91751 Operation Number: 2019-0800

Dear Sirs,

We refer to the Finance Contract. Terms defined in the Finance Contract have the same meaning when used in this letter.

Following your request for a Disbursement Offer from the Bank, in accordance with Article 1.2.B of the Finance Contract, we hereby offer to make available to you the following Tranche:

- (a) Currency and amount to be disbursed and its CZK equivalent;
- (b) Scheduled Disbursement Date;
- (c) Interest rate basis;
- (d) Interest payment periodicity;
- (e) Payment Dates;
- (f) Terms for repayment of principal;
- (g) The Repayment Dates and the first and the last Repayment Date for the Tranche;
- (h) The Interest Revision/Conversion Date;
- (i) The Fixed Rate or Spread, applicable until the Interest Revision/Conversion Date if any, or until the Maturity Date.

To make the Tranche available subject to the terms and conditions of the Finance Contract, the Bank must receive a Disbursement Acceptance in the form of a copy of this Disbursement Offer duly signed on your behalf, to the following fax number [] or e-mail [] no later than the Disbursement Acceptance Deadline of [time] Luxembourg time on [date].

The Disbursement Acceptance below must be signed by an Authorised Signatory and must be fully completed as indicated, to include the details of the Disbursement Account.

If not duly accepted by the above stated time, the offer contained in this document shall be deemed to have been refused and shall automatically lapse.

If you do accept the Tranche as described in this Disbursement Offer, all the related terms and conditions of the Finance Contract shall apply, in particular, the provisions of Article 1.4.

Yours faithfully,

EUROPEAN INVESTMENT BANK

We hereby accept the above Disbursement Offer:

for and on behalf of Středočeský kraj



Date:

Account to be credited:

Account N°:

Account Holder/Beneficiary:

(please, provide IBAN format if the country is included in IBAN Registry published by SWIFT, otherwise an appropriate format in line with the local banking practice should be provided)

Bank name and address:

Bank identification code (BIC):

Payment details to be provided:

Please transmit information relevant to:

Name(s) of the Borrower's Authorised Signatory(ies):

Signature(s) of the Borrower's Authorised Signatory(ies):

IMPORTANT NOTICE TO THE BORROWER:

BY COUNTERSIGNING ABOVE YOU CONFIRM THAT THE LIST OF AUTHORISED SIGNATORIES AND ACCOUNTS PROVIDED TO THE BANK WAS DULY UPDATED PRIOR TO THE PRESENTATION OF THE ABOVE DISBURSEMENT OFFER BY THE BANK.

IN THE EVENT THAT ANY SIGNATORIES OR ACCOUNTS APPEARING IN THIS DISBURSEMENT ACCEPTANCE ARE NOT INCLUDED IN THE LATEST LIST OF AUTHORISED SIGNATORIES AND ACCOUNTS RECEIVED BY THE BANK, THE ABOVE DISBURSEMENT OFFER SHALL BE DEEMED AS NOT HAVING BEEN MADE.

Schedule D

Interest Rate Revision and Conversion

If an Interest Revision/Conversion Date has been included in the Disbursement Offer for a Tranche, the following provisions shall apply.

A. Mechanics of Interest Revision/Conversion

Upon receiving an Interest Revision/Conversion Request the Bank shall, during the period commencing 60 (sixty) days and ending 30 (thirty) days before the Interest Revision/Conversion Date, deliver to the Borrower an Interest Revision/Conversion Proposal stating:

- (a) the Fixed Rate and/or Spread that would apply to the Tranche, or of its part indicated in the Interest Revision/Conversion Request pursuant to Article 3.1; and
- (b) that such rate shall apply until the Maturity Date or until a new Interest Revision/Conversion Date, if any, and that interest is payable quarterly, semi-annually or annually in accordance with Article 3.1, in arrear on designated Payment Dates.

The Borrower may accept in writing an Interest Revision/Conversion Proposal by the deadline specified therein.

Any amendment to this Contract requested by the Bank in this connection shall be effected by an agreement to be concluded not later than 15 (fifteen) days prior to the relevant Interest Revision/Conversion Date.

Fixed Rates and Spreads are available for periods of not less than 4 (four) years or, in the absence of a repayment of principal during that period, not less than 3 (three) years.

B. Effects of Interest Revision/Conversion

If the Borrower duly accepts in writing a Fixed Rate or a Spread in respect of an Interest Revision/Conversion Proposal, the Borrower shall pay accrued interest on the Interest Revision/Conversion Date and thereafter on the designated Payment Dates.

Prior to the Interest Revision/Conversion Date, the relevant provisions of this Contract and Disbursement Offer and Disbursement Acceptance shall apply to the Tranche in its entirety. From and including the Interest Revision/Conversion Date onwards, the provisions contained in the Interest Revision/Conversion Proposal relating to the new Fixed Rate or Spread shall apply to the Tranche (or any part thereof, as indicated in the Interest Revision/Conversion Request) until the new Interest Revision/Conversion Date, if any, or until the Maturity Date.

C. No or Partial Interest Revision/Conversion

If the Borrower does not submit an Interest Revision/Conversion Request or does not accept in writing the Interest Revision/Conversion Proposal for the Tranche or if the parties fail to effect an amendment requested by the Bank pursuant to paragraph A above, the Borrower shall repay the Tranche (or the part thereof, as indicated in the Interest Revision/Conversion Request) on the Interest Revision/Conversion Date, without indemnity.

In case of a partial Interest Revision/Conversion, the Borrower will repay, without indemnity, on the Interest Revision/Conversion Date any part of the Tranche which was not covered by the Interest Revision/Conversion Request and which is therefore not subject to the Interest Revision/Conversion.

Schedule E

Certificates to be provided by the Borrower

E.1 Form of Certificate from Borrower (Article 1.4.C)

To: European Investment Bank
 From: Středočeský kraj
 Date:
 Subject: Certificate for the Finance Contract between European Investment Bank and Středočeský kraj dated ● (the "**Finance Contract**")
 Project Name: CENTRAL BOHEMIA REGIONAL INFRASTRUCTURE - A
 Contract Number: 91751 Operation Number: 2019-0800

Dear Sirs,

Terms defined in the Finance Contract have the same meaning when used in this letter.

For the purposes of Article 1.4 of the Finance Contract we hereby certify to you as follows:

- (a) no Prepayment Event has occurred and is continuing unremedied or unwaived;
- (b) we are in compliance with the financial covenants pursuant to Article 6.8 and attached is evidence of such compliance and related calculations;
- (c) no security of the type prohibited under Article 7.1 has been created or is in existence;
- (d) there has been no material change to any aspect of the Project or in respect of which we are obliged to report under Article 8.1, save as previously communicated by us;
- (e) no event or circumstance which constitutes or would with the passage of time or giving of notice under the Finance Contract constitute an Event of Default has occurred and is continuing unremedied or unwaived;
- (f) no litigation, arbitration administrative proceedings or investigation is current or to our knowledge is threatened or pending before any court, arbitral body or agency which has resulted or if adversely determined is reasonably likely to result in a Material Adverse Change, nor is there subsisting against us or any of our subsidiaries any unsatisfied judgement or award;
- (g) the representations and warranties to be made or repeated by us under Article 6.11 are true in all respects; and
- (h) no Material Adverse Change has occurred, as compared with the situation at the date of the Finance Contract.

Yours faithfully,

For and on behalf of Středočeský kraj

Date:

E.2 Form of Compliance Certificate

To: European Investment Bank
 From: Středočeský kraj
 Date:
 Subject: Compliance Certificate for the Finance Contract between European Investment Bank and Středočeský kraj dated ● (the "**Finance Contract**")
 Project Name: CENTRAL BOHEMIA REGIONAL INFRASTRUCTURE - A
 Contract Number: 91751 Operation Number: 2019-0800

Dear Sirs,

We refer to the Finance Contract. This is a Compliance Certificate. Terms defined in the Finance Contract have the same meaning when used in this Compliance Certificate.

We hereby confirm:

- (a) on a [insert the date of calculation of the financial covenants], [insert financial covenant name and repeat for every financial covenant] amounts to [insert number] compared to [minimum / maximum] level of [insert number];
- (b) [no asset disposal prohibited under Article [6.6] has taken place] / [insert information regarding asset disposal];
- (c) [no security of the type prohibited under Article 7.1 has been created or is in existence;]
- (d) [no event or circumstance which constitutes or would with the passage of time or giving of notice under the Finance Contract constitute an Event of Default has occurred and is continuing unremedied or unwaived. [If this statement cannot be made, this certificate should identify any potential event of default that is continuing and the steps, if any, being taken to remedy it].

Yours faithfully,

For and on behalf of Středočeský kraj

[authorised signatory]



Annex I

Resolution of Assembly of the Borrower and Authorisation of Signatory

Město Čáslav	Čáslavské slavnosti 2020 - 19.9.2020	100 000,00č.	004-44/2020/RK ze dne 22.6.2020
Kutná Hora			
Obec Láz	Soutěž "Brdský pohár" - 1.8. - 30.8.2020	25 000,00č.	004-44/2020/RK ze dne 22.6.2020
Příbram			
Obec Bernartice	Dětský den - 27.6.2020	8 000,00č.	004-52/2020/RK ze dne 13.7.2020
Benešov			
Obec Svojetice	Letní scéna ve Svojeticích - 14. - 15.8.2020	10 000,00č.	004-52/2020/RK ze dne 13.7.2020
Praha-východ			
Město Mělník	Moře u Mělníka - 11. 7. 2020	80 000,00č.	004-52/2020/RK ze dne 13.7.2020
Obec Královice	Královické slavnosti a Dožinky - 5.9.2020	30 000,00č.	004-53/2020/RK ze dne 20.7.2020
Kladno			
Obec Všeň	Fotbalový turnaj o pohár starosty obce Všeň - 28.9. - 28.10.2020	20 000,00č.	004-53/2020/RK ze dne 20.7.2020
Jablonec nad Jizerou			
Obec Zvěstov	Zvěstov - Festival OPEN AIR 2020 - 8. - 9. 8. 2020	50 000,00č.	004-53/2020/RK ze dne 20.7.2020
Benešov			
Obec Bělušice	Po stopách paměti obce Bělušice (vydání publikace)	40 000,00č.	004-53/2020/RK ze dne 20.7.2020
Kolín			
MIRAKULUM s.r.o., Turnov	Dětský den pro děti z dětských domovů - 21.6.2020	200 000,00č.	005-39/2020/RK ze dne 15.6.2020

9. Smlouva o financování mezi Evropskou investiční bankou a Středočeským krajem

Tisk č. 0342(2020)

USNESENÍ č. 009-26/2020/ZK ze dne 3.8.2020

Zastupitelstvo kraje po projednání

1. b e r e n a v ě d o m í

- aktualizovaný seznam registrovaných projektů k financování z úvěrových zdrojů od Evropské investiční banky dle přílohy č. 2 k Tisku č. 0342(2020)
- že, celkové náklady projektu regionální infrastruktury Středočeského kraje jsou ve výši

3 968,21 mil. CZK, z nichž náklady ve výši 3 050 mil. CZK budou hrazeny z úvěrových zdrojů od EIB

II. schvaluje

uzavření smlouvy o financování mezi Evropskou investiční bankou a Středočeským krajem dle přílohy č. 1 k Tisku č. 0342(2020)

III. pověřuje

podpisem smlouvy o financování mezi Evropskou investiční bankou a Středočeským krajem dle přílohy č. 1 k Tisku č. 0342(2020) Ing. Jaroslavou Pokornou Jermanovou, hejtmanku Středočeského kraje

IV. rozhoduje

a) o alokaci finančních prostředků z úvěrových zdrojů Evropské investiční banky v celkové výši 842,566 mil. Kč v letech 2020 - 2024 následovně:

- poskytnutí investičních dotací Nemocnici Rudolfa a Stefanie Benešov, a. s., nemocnici Středočeského kraje, Oblastní nemocnici Kladno, a. s., nemocnici Středočeského kraje, Oblastní nemocnici Kolín, a. s., nemocnici Středočeského kraje, Oblastní nemocnici Mladá Boleslav, a. s., nemocnici Středočeského kraje, Oblastní nemocnici Příbram, a. s. na akce a ve výši dle přílohy č. 5 k Tisku č. 0342(2020)

b) o uzavření veřejnoprávních smluv o poskytnutí investičních dotací Středočeského kraje na akce nemocnic založených Středočeským krajem dle bodu IV. a) tohoto usnesení, dle vzoru smlouvy v příloze č. 4 k Tisku č. 0342(2020)

V. pověřuje

JUDr. Roberta Bezděka, CSc., radního pro oblast bezpečnosti a zdravotnictví, k podpisu veřejnoprávních smluv na poskytnutí investičních dotací Středočeského kraje na akce nemocnic založených Středočeským krajem dle přílohy č. 5 k Tisku č. 0342(2020) a dle vzoru smlouvy v příloze č. 4 k Tisku č. 0342(2020)

VI. pověřuje

Radu Středočeského kraje schvalováním aktualizovaného seznamu registrovaných projektů v rámci schváleného úvěrového rámce v souladu se smlouvou o financování mezi Evropskou investiční bankou a Středočeským krajem dle přílohy č. 1 k Tisku č. 0342(2020)

VII. ukládá

Radě Středočeského kraje předkládat Zastupitelstvu Středočeského kraje aktualizovaný seznam projektů spolufinancovaných Evropskou investiční bankou evidovaných v Zásobníku projektů spolufinancovaných z EU EHP a národních zdrojů a Zásobníku investic Středočeského kraje

VIII. ukládá

výborům Zastupitelstva Středočeského kraje projednat první aktualizaci seznamu registrovaných projektů v EIB

Ověřovací doložka pro vidimaci

podle ověřovací knihy č. XXIII, svazek č. 3 Krajského úřadu Středočeského kraje
pod č. vidimace SK/XXIII/416/2020

tento/lata částná kopie
obsahující 2 stran

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a tato listina je

prvopisem
obsahujícím 206 stran

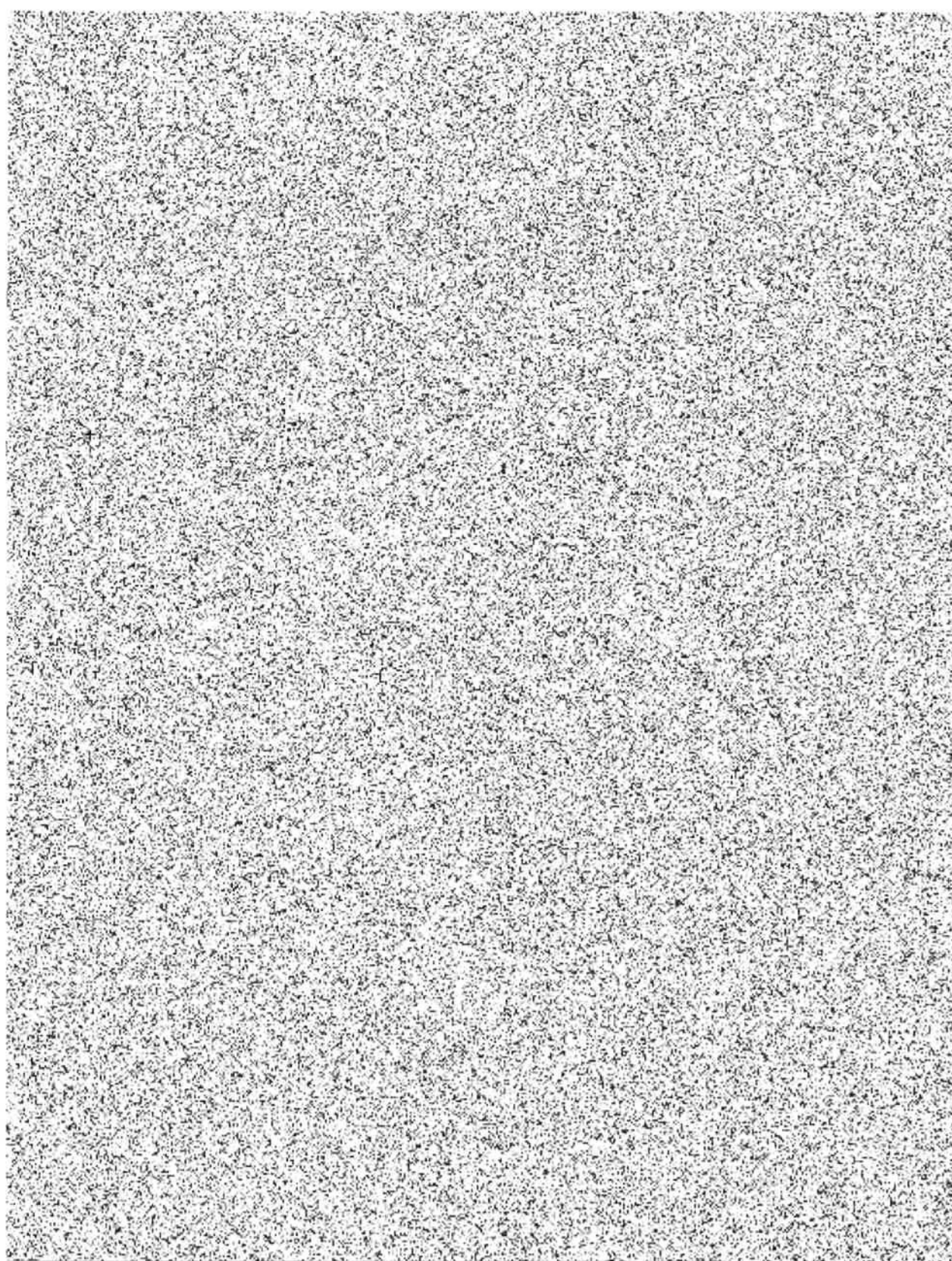
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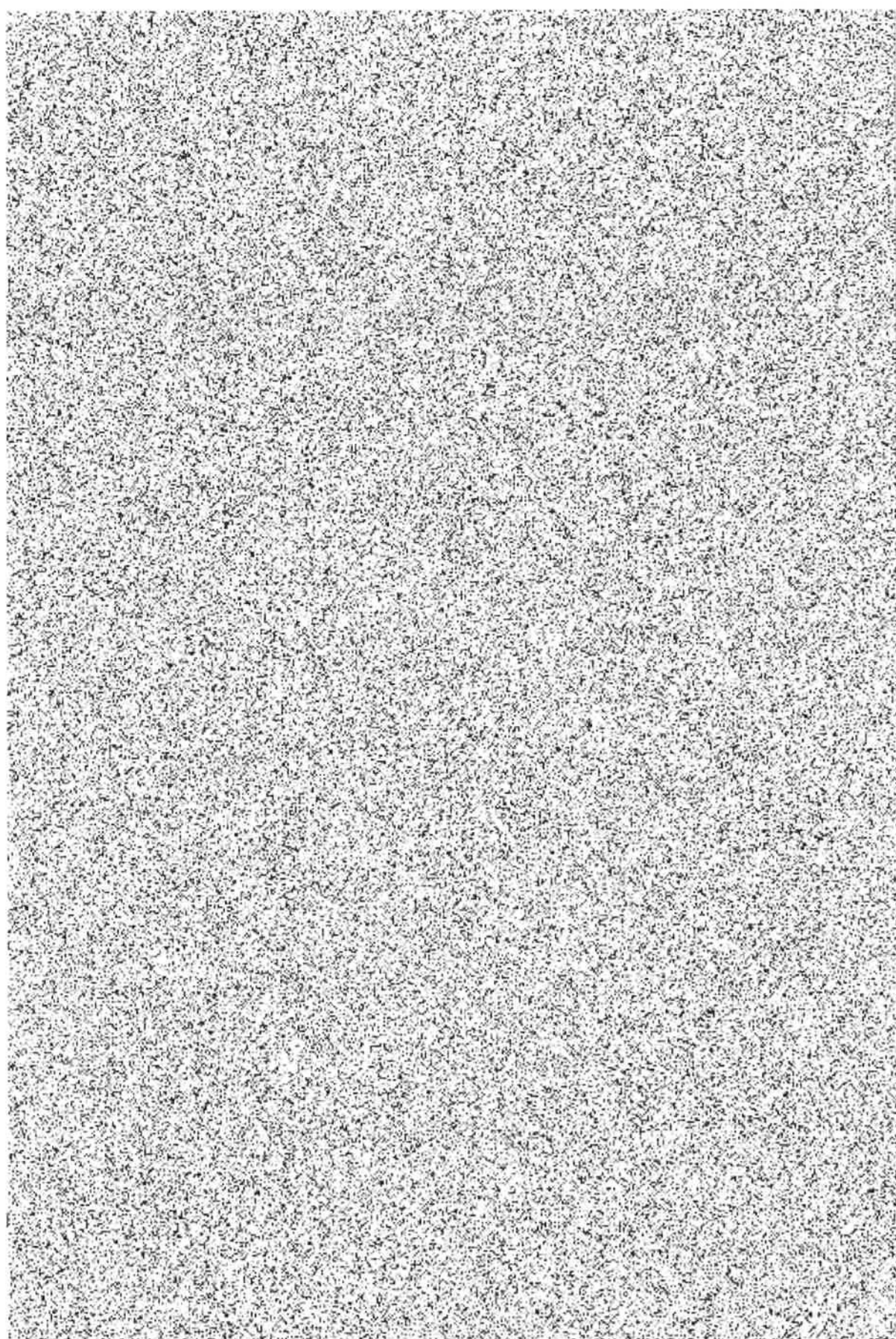
V Praze 14.8.2020

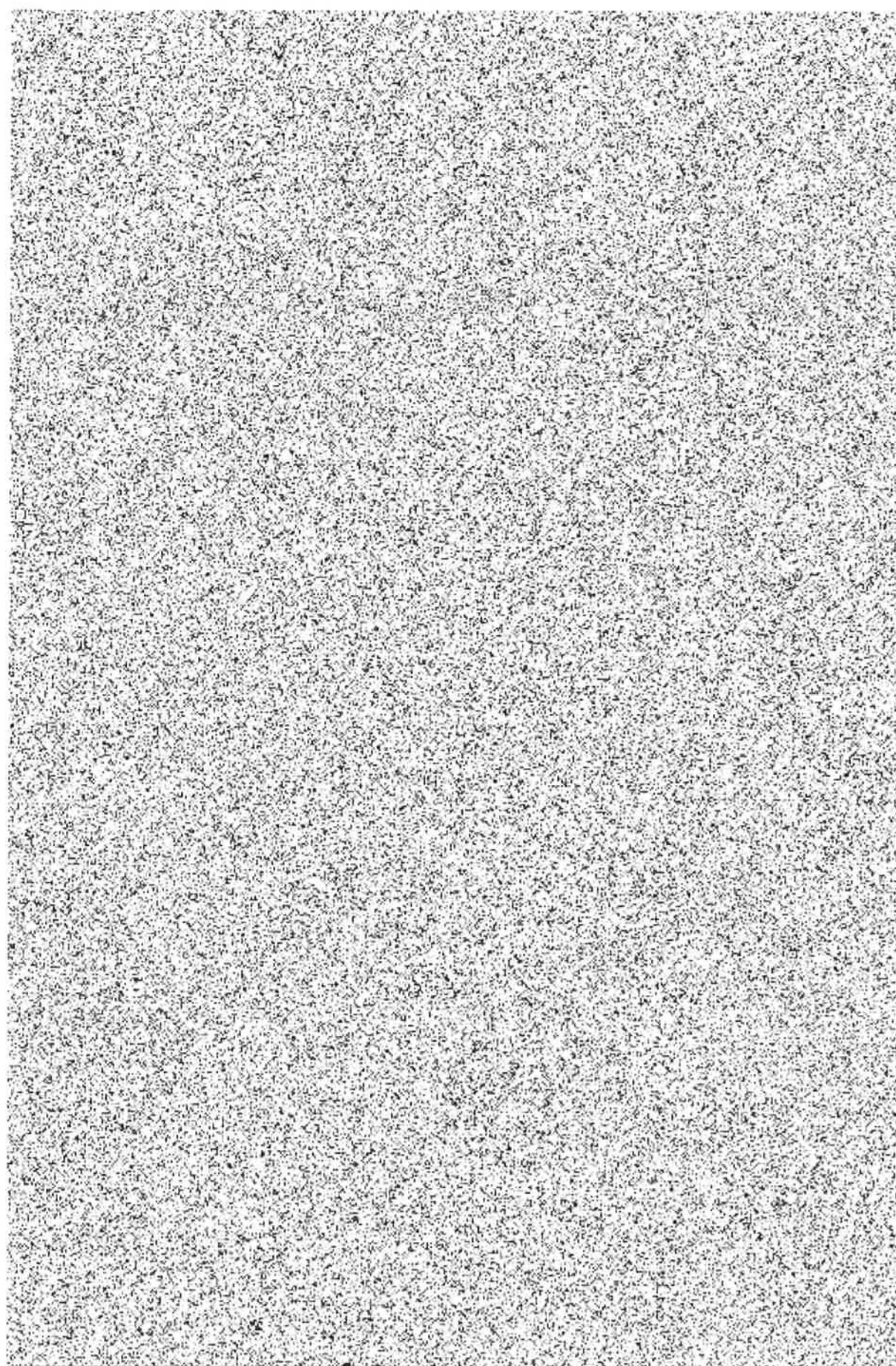


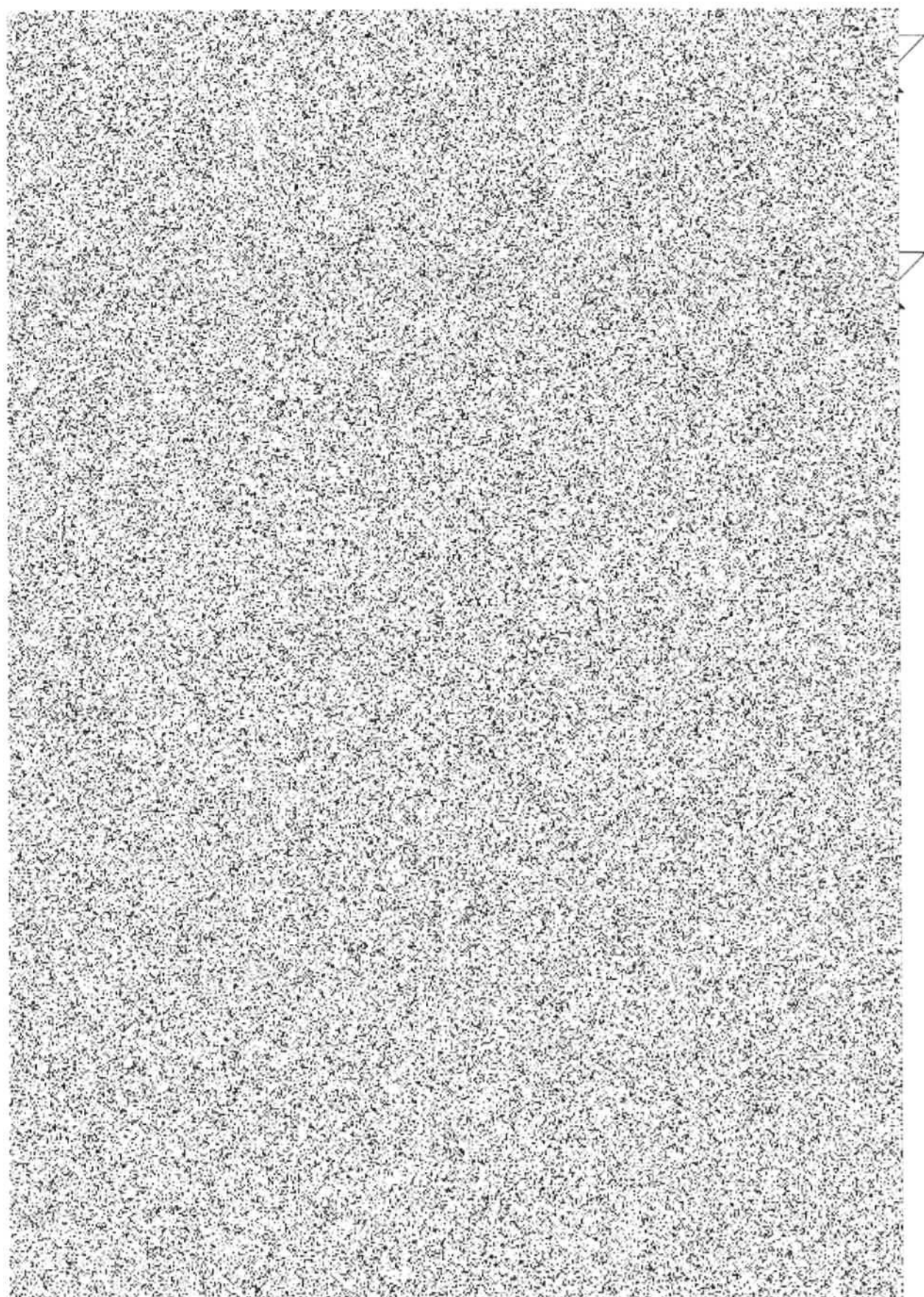
Osvědčeno dle § 8 odst. 2 písm. c) zák. č. 634/2004 Sb.

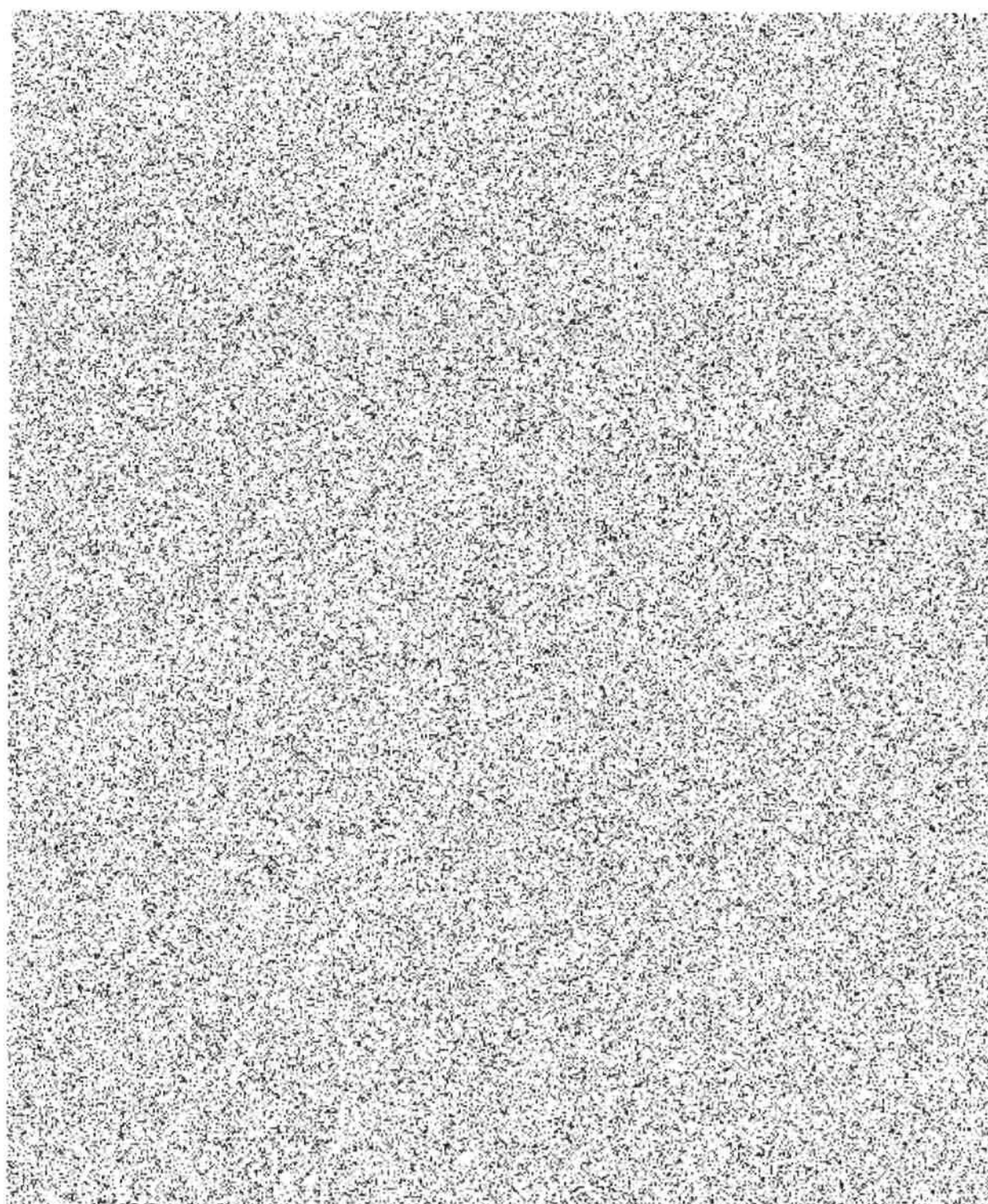












1. schvaluje

zapisovatelky: Eva Jaklová, Jindra Podvalová

skrutátorky: Jitka Glaserová, Lenka Chyliková, Ing. Pavlína Novotná, Michaela Štěpánková

5. Schválení programu

Tisk č. 0006(2016)

USNESENÍ č. 005-1/2016/ZK ze dne 18.11.2016

Zastupitelstvo kraje po projednání

1. schvaluje

program jednání Zastupitelstva SK dne 18. 11. 2016

	Úvod
	Slib zastupitelů
1.	Volba ověřovatelů
2.	Volba mandátové a volební komise
3.	Volba návrhové komise
4.	Schválení zapisovatelů
5.	Schválení programu
6.	Volba hejtmána Středočeského kraje
7.	Volba náměstků hejtmána a dalších členů Rady Středočeského kraje, určení statutárního zástupce hejtmána Středočeského kraje, stanovení kompetenci náměstků a členů Rady Středočeského kraje
8.	Ustanovení výborů Zastupitelstva Středočeského kraje
9.	Stanovení počtu uvolněných členů Zastupitelstva Středočeského kraje
10.	Volba členů Výboru Regionální rady regionu soudržnosti Střední Čechy
11.	Diskuze, vystoupení občanů Středočeského kraje
12.	Závěr

6. Volba hejtmána Středočeského kraje

Tisk č. 0007(2016)

USNESENÍ č. 006-1/2016/ZK ze dne 18.11.2016

Zastupitelstvo kraje po projednání

1. volí

hejtmankou Středočeského kraje Ing. Jaroslavu Pokornou Jermanovou ke dni 18. 11. 2016

7. Volba náměstků hejtmanky a dalších členů Rady Středočeského kraje, určení statutárního zástupce hejtmanky Středočeského kraje, stanovení kompetenci náměstků a členů Rady Středočeského kraje

Ověřovací doložka pro vidímecí

podle ověřovací knihy č. XXIII, svazek č. 3 Krajského úřadu Středočeského kraje
poř. č. vidímecí: SK/XXIII/443/2020

tento/tato **částečná** kopie

obsahující **1** stran

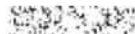
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prvopisem

obsahujícím **11** stran

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V Praze **1.9.2020**

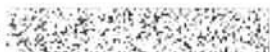


Osvobozeno dle § 8 odst. 2 písm. c) zák. č. 359/2004 Sb.

OVĚŘENÍ PODPISU

Já níže podepsaná **Ing. Jaroslava Pokorná Jermanová**

datum narození:



místo narození:



trvale bytem: Z



se podepisuji takto:



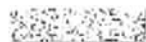
Podpis ověřil:

Ověřovací doložka pro legalizaci

podle ověřovací knihy č. XXIII, svazek č. 3 Krajského úřadu Středočeského kraje
pořadové číslo legalizace: **SK/XXIII/451/2020**
vlastnoručně podepsal
Jaroslava Pokorná Jermanová 17.08.1970, Karlovy Vary
jméno a příjmení, datum a místo narození žadatele
Zapová 559, Banešov
adresa trvalého pobytu/adresa pobytu na území ČR/adr. bydliště mimo úz. ČR
OP 206822042
druh a číslo dokladu, na základě kterého byly zjištěny osobní údaje zde uvedené

V Praze

09.09.2020



Osvobozeno dle § 8 odst. 2 písm. c) zák. č. 634/2004 Sb.

Form of Legal Opinion

European Investment Bank
 98-100 Bd. Konrad Adenauer
 L-2950 Luxembourg
 Grand Duchy of Luxembourg
 To the attention of the Legal Department – Operations 1
 </>, </>

Re: Finance Contract for CENTRAL BOHEMIA REGIONAL INFRASTRUCTURE - A

Dear Sirs,

I am acting as internal counsel to Středočeský kraj (the "**Borrower**") in connection with the finance contract (the "**Finance Contract**") for CENTRAL BOHEMIA REGIONAL INFRASTRUCTURE - A in an amount of CZK 1,300,000,000.00, made on </> between the European Investment Bank (the "**Bank**") and the Borrower. I am giving this opinion pursuant to Article 1.4.B of the Finance Contract. All terms used herein and not otherwise defined shall have the same meaning as in the Finance Contract.

I have examined an original of the Finance Contract and such laws, documents and other matters as I have deemed necessary or appropriate for the purpose of giving this opinion.

This opinion is confined to matters of Czech law and no opinion is expressed as to the laws of any other jurisdiction.

Subject to the foregoing, I am of the opinion that:

1. The Borrower is a region (in Czech: *kraj*) validly existing under the laws of the Czech Republic, possessing full legal capacity to sue or be sued in its own name, and has full powers to own all assets which it owns and to carry out the activities which it carries out.
2. The Borrower has the requisite power and capacity to enter into and perform the Finance Contract and the transactions contemplated thereby.
3. Pursuant to </>, the Assembly (in Czech: *zastupitelstvo*) of the Borrower is the sole competent organ to authorise the Borrower to enter into the Finance Contract and such organ has authorised the execution of the Finance Contract. No requirement to authorize the Borrower to enter into the Finance Contract by any organ other than the Assembly (in Czech: *zastupitelstvo*) of the Borrower exists.
4. The Finance Contract has been duly executed and delivered on behalf of the Borrower by </>, </> by virtue of the powers given to them by </>.
5. The entry into the Finance Contract and the compliance with its terms:
 - (i) will not result in violation of any provision contained in any law applicable to the Borrower;
 - (ii) will not conflict with or result in the breach of any provision of, or require any consent under, or result in the imposition of any Security (as defined in the Finance Contract) under, any agreement or instrument to which the Borrower is a party or by which the Borrower or any of its assets is bound; and
 - (iii) will not constitute a default or an event that, with the giving of notice or the passing of time or both, would constitute a default under any such agreement or instrument.
6. No provision exists in the Czech Republic which would make it necessary that the Finance Contract be filed, recorded or enrolled with any court or authority in order to ensure its legality,

validity or enforceability and the Finance Contract was duly registered in the registry of contracts (in Czech: *registr smluv*)).

7. The Finance Contract constitutes a direct, unconditional obligation of the Borrower which ranks in priority of payment at least *pari passu* with all other present and future indebtedness of the Borrower other than indebtedness mandatorily preferred by law.
8. To the best of my knowledge after due inquiry:
 - (i) the Borrower is not in violation of any present statute, regulation, judgement or order applicable to it in the Czech Republic;
 - (ii) no statute or regulation has been proposed and no judgement or order is expected which may have any materially adverse effect on the Borrower's prospects or financial condition;
 - (iii) the Borrower is not engaged in, or threatened by, any litigation, arbitration or administrative proceeding the outcome of which may materially and adversely affect its business prospects or financial condition;
 - (iv) the Borrower is not in default under any material agreement, obligation or duty to which it is a party or by which it or any of its properties or assets is bound;
 - (v) there exists no Event of Default (as set out in Article 10.1 of the Finance Contract) and no event which, with the giving of notice, the passage of time or the making of any determination, or any combination thereof, could become such an event of default, and
 - (vi) the entry into the Finance Contract and the compliance with its terms does not and will not conflict with or result in the breach of any provision of, or require any consent under, or result in the imposition of any Security under, any agreement or instrument to which the Borrower is a party or by which the Borrower or any of its assets is bound; the entry into the Finance Contract and the compliance with its terms does not and will not constitute a default or an event that, with the giving of notice or the passing of time or both, would constitute a default under any such agreement or instrument.
9. The choice of Luxembourg law as the law governing the Finance Contract is valid and enforceable.
10. Pursuant to Article 11.2 of the Finance Contract, the Courts of the District of Luxembourg City shall have jurisdiction in connection with any claim or dispute between the Borrower and the Bank, and any judgement of such courts pertaining to the Finance Contract can be enforced in the Czech Republic in accordance with the Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgements in civil and commercial matters.
11. No taxes, duties, fees or other charges, including, without limitation, any registration or transfer tax, stamp duty or similar levy, imposed by the Czech Republic or any political subdivision or taxing authority thereof or therein are payable in connection with the execution and delivery of the Finance Contract, nor in connection with any payment to be made by the Borrower to the Bank pursuant to the same Finance Contract.
12. All exchange control consents which may be necessary pursuant to the laws of the Czech Republic to receive disbursements, to repay the same and to pay interest and all other amounts due under the Finance Contract are in full force and effect.
13. The entry into the Finance Contract will not give a rise to any liability of the Bank.
14. As of the date of the Finance Contract and as of the date hereof, the Borrower is not insolvent and no steps have been taken pursuant to any insolvency, bankruptcy, liquidation or equivalent or analogous proceedings to appoint an administrator, bankruptcy receiver, insolvency officer or liquidator over the Borrower or its assets, and no voluntary or judicial winding-up or liquidation of the Borrower has occurred nor has any action to this effect been taken by the Borrower. The Borrower will not become insolvent under applicable law as a result of carrying out any of the transactions contemplated by the Finance Contract.

Based on the foregoing, I am of the opinion that all requirements currently applicable to the Borrower and governing the Finance Contract in relation to the laws of the Czech Republic have been complied with and that the Finance Contract constitutes legally valid and binding obligations of the Borrower enforceable in the Czech Republic in accordance with their terms.

Yours faithfully,