

DONATION AGREEMENT No. OLP/276/2022
("Agreement")

entered into on in Prague, by and between:

PGE Foundation with its registered office in Warsaw, at the following address: ul. Mysia 2, 00-496 Warszawa, entered in the Register of Associations, Other Social and Occupational Organisations, Foundations and Independent Public Health Care Centres, maintained by the District Court for the capital city of Warsaw in Warsaw, 12th Economic Division of the National Court Register, under number KRS 0000383006, tax identification number NIP 7010311774, statistical classification number REGON 142919434,

represented by: **Sławomir Wochna** - Director of the "Turów" Lignite Mine Branch
PGE Górnictwo i Energetyka Konwencjonalna S.A., acting as an Attorney

hereinafter referred to as the **Benefactor** or the **Foundation**

and

Liberec Region, U Jezu 642/2a, 461 80 Liberec 2, The Czech Republic,
Registration number (ICO) 70891508

represented by:

Martin Půta, President of the Region

hereinafter referred to as the **Beneficiary**.

The Benefactor and the Beneficiary are hereinafter referred to jointly as the "**Parties**", and individually as a "**Party**".

§ 1

1. The Benefactor declares that its statutory activities include, among other things, environmental protection.
2. The Beneficiary declares that its statutory activities include, among other things, actions aimed at environmental protection.

§ 2

1. The Benefactor gives the Beneficiary the sum of **EUR 10 million**, hereinafter referred to as the "**Donation**", and the Beneficiary accepts the Donation.
2. The Benefactor declares that it is the owner of the Donation.
3. The Benefactor does not incur any additional costs associated with this Agreement.

§ 3

1. The Benefactor obliges the Beneficiary to allocate the Donation for the performance of the tasks set out in Enclosure No. 1 to this Agreement together with a cost estimate (the "Instructions"), and the Beneficiary agrees to be bound by the Instruction and undertakes to carry it out.
2. The cost of projects exceeding the Donation will be incurred by the Beneficiary.
3. The Beneficiary undertakes to provide information on the source of financing for the Instruction.

§ 4

1. The Beneficiary undertakes to send all evidence documenting the use of the funds granted as the Donation and any other documents containing detailed information on the use of the aforementioned funds, together with a statement of when and how the Donation was used in accordance with the Instruction, successively within 60 days from the date of execution of each of the Instructions. Enclosure No. 3 to this Agreement constitutes a donation expenditure statement form.
2. Notwithstanding the obligation specified in clause 1 above, the Beneficiary undertakes to provide the Benefactor with the documents referred to in clause 1 above or with written information on the current status of the expenditure of the Donation at the Benefactor's each request.
3. The Benefactor is aware of the intention of the Beneficiary to use the Donation within ten years from the date of signature of this agreement.

§ 5

The Donation will be transferred to the following bank account belonging to the Beneficiary: IBAN: CZ07 0100 0001 2331 1360 0217, The name of the bank account: Liberecky kraj-Fond Turów-ČR-PL within 10 working days from the entry into force of this Agreement. The date of transfer of the Donation will be the date on which the Benefactor orders its bank to transfer the Donation, and the Beneficiary declares that it accepts the Donation transferred in this manner. A bank certificate confirming that the Beneficiary is the owner of the aforementioned bank account constitutes Enclosure No. 2 to this Agreement.

§ 6

The Benefactor declares that the Donation is free from any rights of third parties.

§ 7

Irrespective of the above entitlement, in the event that the Beneficiary uses all or part of the Donation in a manner inconsistent with the Instruction or in the event that the Beneficiary refuses to submit to verification of compliance of the expenditure of the funds with the provisions of this Agreement in accordance with § 4 of this Agreement, the Beneficiary, at the Benefactor's request, will be obliged to pay the Benefactor a corresponding part of the value of the Donation, within 14 days from the Beneficiary's receipt of the request to pay the aforementioned amount.

§ 8

The provisions of the Civil Code of the Republic of Poland (Journal of Laws 1964 No. 16, item 93) will apply to all matters not settled in this Agreement. This Agreement is subject to Polish law.

§ 9

1. This Agreement will enter into force on the date of its signing provided that the Government of the Czech Republic and the Government of the Republic of Poland conclude the Agreement between the Government of the Czech Republic and the Government of the Republic of Poland on Cooperation to Address the Impacts of Exploitation at the Turów Open-Pit Lignite mine in the Republic of Poland on the Territory of the Czech Republic.
2. Any amendments to this Agreement must be made in writing under pain of nullity.
3. All possible disputes that may arise in connection with this Agreement will be settled by the common court of law competent for the registered office of the Benefactor.

§ 10

This Agreement has been drawn up in three counterparts, one for the Benefactor and two for the Beneficiary.

List of Enclosures:

1. *Enclosure No. 1 Description of the Instruction together with a cost estimate*
2. *Enclosure No. 2 Bank certificate*
3. *Enclosure No. 3 Donation expenditure statement form*

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For the Benefactor

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For the Beneficiary