

FRAMEWORK AGREEMENT ON SUPPLIES

OF COMPRESSED NATURAL GAS (CNG)

concluded pursuant to the provisions of Section 269, subsection 2 of Act No. 513/1991, Coll., the Commercial Code, as amended

RWE Plynoprojekt, a.s.

represented by: Michal Král, a CNG specialist
with its registered office in: Prague, Michle, U Plynárny 223/42, postal code 140 21
Identification No. (IČO): 60193484
Tax Identification No. (DIČ): CZ60193484
bank: Komerční banka, a.s.
account No.: 6311330207/0100
entered in the Commercial Register administered by the Municipal Office in Prague, Section B, Entry No. 2336
(hereinafter the "Seller")

and

NAME COMPANY

represented by:
with its registered office at:
Identification No. (IČO):
Tax Identification No. (DIČ):
Tel.:
(hereinafter the "Purchaser")

I. Subject of the Agreement

1. The subject of this Framework Agreement is the Seller's undertaking to procure supplies of the requested quantity of compressed natural gas (hereinafter "CNG") from filling stations connected to the CNG CardCentrum system for the Purchaser's motor vehicles driving under the conditions stated in this Agreement, as well as determination of legal and commercial conditions under which the Purchaser shall purchase CNG.
2. The Purchaser shall purchase the requested quantity of CNG on the basis of partial implied purchase agreements to be concluded in the future on individual supplies, which shall be governed by the conditions of this Framework Agreement.
3. The conditions of the operation of the filling station and supplies under this Agreement shall be fulfilled in compliance with Act No. 311/2006 Coll., on Fuels and

Fuel Pumping Stations and on a Change to Certain Related Acts (the Fuel Act). The CNG quality shall be in compliance with Decree of the Ministry of Industry and Trade No. 229/2004, Coll., which sets forth the requirements for fuel for operation of vehicles on roads and the method of monitoring the quality of fuel.

II.Manner of CNG Supplies and Operation of the Filling Station

1. When filling CNG, the Purchaser shall perform all technical acts by itself using non-portable Customer Cards (hereinafter "CC"). Each CC shall have its own PIN. The Seller shall issue CC for the Purchaser, which operates the vehicle using CNG fuel in compliance with applicable legal and technical regulations. One CC shall be allocated to each CC. A protocol shall be prepared outlining handover of the CC, which shall be signed by the Purchaser (see Annex 1, which constitutes an integral part of this Agreement). CCs shall be possessed by the Seller. In the event of a loss or theft of a CC, the Purchaser shall be obliged to notify the Seller of such fact without undue delay. The Purchaser shall be liable for any potential damage arising by misuse of CCs allocated to it.
2. Upon placing a CC to the relevant pump reader and after entering the PIN code, the pump enables CNG filling and subsequently will issue a document on the quantity purchased.
3. By execution of this Agreement, the Purchaser confirms that it has been instructed on the manner of filling the motor vehicle with CNG drive at the costs of the Seller and acquainted with the local operational order of CNG filling stations. The instruction shall constitute Annex No. 2 to this Agreement as well as an integral part hereof. The Purchaser shall be obliged to procure that CNG is purchased only by instructed persons. A list of persons using motor vehicles with CNG drive belonging to the Purchaser who were instructed by the Purchaser shall be provided to a authorized by the Seller.
4. The operation of a compressed natural gas (CNG) filling station shall be governed by the local operational rules, and the Purchaser shall confirm by execution of this Agreement that it has been acquainted with such rules and undertakes to comply therewith. In the event that CNG is purchased by an untrained person, the Purchaser shall be liable for all damages arising in connection with infringement of the above-mentioned obligation.

III.CNG Price

1. The valid price of CNG shall be determined by the Seller's price list valid at the time of CNG supply. The price of CNG purchased shall be calculated as a multiple of the purchased CNG quantity (in kilograms) and the current price per kilogram. The price

list shall always be published on the Seller's web site five days prior to effectiveness of the price list. The valid price shall also be stated on the filling station pump.

IV. Invoicing and Payment Conditions

1. Invoices shall be issued once a month upon filling on the basis of a filling statement from the CNG CardCentrum system per allocated CC. The statement shall be attached to the invoice and shall constitute an integral part thereof. The seller shall send the invoice to the Purchaser within the 8th business day of the following month.
2. The invoice shall comply with the prerequisites stipulated by applicable law. The invoice shall be due within 10 days.
3. The Purchaser undertakes to pay the relevant invoice within the due date stated on the relevant invoice to the Seller's account stated in the heading of this Agreement.
4. The payment shall be considered as made on the date when it is fully debited from the Purchaser's account and credited to the Seller's account.
5. The Purchaser shall be entitled to return a tax document without payment before expiration of the due date if the tax document does not contain the determined or agreed prerequisites or contains any other defects. The reason for returning shall be indicated in the returned tax document. The Seller shall be obliged to correct or newly issue the tax document in accordance with the character of the incorrectness. The period until the due date shall be interrupted by returning of the tax document and a new period shall commence on the date of delivery of the corrected or newly issued tax document to the Purchaser.
6. The invoice shall be issued and mailed to the Purchaser's address stated in the heading of this Agreement.
7. In the event that the Purchaser fails to comply with the invoice due date, it shall be obliged to pay a legal default interest to the Seller on the amount outstanding. The Seller shall also be entitled not to allow further CNG purchase by blocking all CCs issued for the Purchaser and simultaneously rescind the Agreement. In such an event, the Purchaser shall be obliged to return all CCs issued by the Seller without undue delay (within three days). After settlement of all liabilities of the Purchaser, CCs may be reactivated. The Seller reserves the right to decide on such reactivation.
8. Infringement of the payment conditions shall be considered as significant infringement of this Agreement.

V. Other Covenants

1. The Seller shall be entitled to temporarily interrupt CNG supplies in case of a technical breakdown that could jeopardize safe CNG pumping. In such an event, the Seller shall not be liable for any potential damage caused to the Purchaser by

interruption of CNG supplies.

2. The Purchaser undertakes to inform the Seller of any potential changes of the motor vehicle holder or on potential withdrawal of the vehicle from operation within five business days following such change.

VI. Final Covenants

1. This Agreement has been concluded for an indefinite period of time and shall come into force on the date of execution hereof by both parties.
2. This Agreement may be terminated by an agreement between both parties. It may also be withdrawn from on writing by either of the parties. The notice period shall be 30 days and shall commence on the first day of the month following the month in which the notice of termination was delivered to the other party to the address stated in the heading of this Agreement. This Agreement may be rescinded pursuant to the general provisions of the Commercial Code.
3. For the purposes of this Agreement, a registered consignment of a party intended for the other party addressed to such party's registered office stated in the heading of this Agreement or, in the event of a change of the registered office, to the address announced to the other party shall be considered as delivered on the third day of the period when the uncollected consignment is deposited at the post office.
4. The parties have agreed that this Agreement and the relationships resulting herefrom shall be governed by the provisions of Act No. 513/1991, Coll., the Commercial Code, as amended.
5. This Agreement has been executed in two counterparts with the validity of an original, of which each party shall receive one counterpart.
6. In the event that the parties when performing this Agreement are in contact with the other party's personal data, they undertake to act in compliance with applicable legal regulations, in particular with Act No. 101/2000, Coll., on Personal Data Protection, as amended.

Annexes:

- 1 Specification of Issued CCs and Identification Data of Motor Vehicles.
- 2 Instruction on the Manner of Filling the Motor Vehicle with a CNG Drive and Acquaintance with the Local Operational Rules of CNG Filling Stations pursuant to Applicable Regulations, Decrees, Czech State Standards and TPG.

Agreement No.: CNG/00901/2008

In, on:

In, on:

On behalf of the Seller:

On behalf of the Purchaser:

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.....

Annex 1

Specification of Issued CCs and Identification Data of Motor Vehicles

Card number	
Type of vehicle	
Vehicle license plate number	
Date of card issue	

On:

.....
Purchaser's signature

Annex 2

Instruction

of the final customer - driver (hereinafter the "Customer") on the manner of filling a motor vehicle with CNG drive and acquaintance with the local operational rules of CNG filling stations

On, the undersigned customer was instructed in RWE Plynoprojekt, a.s. on the manner of filling a motor vehicle with a compressed natural gas (CNG) drive within the meaning of *TDG 304 02*, valid from March 1, 2007 and within the meaning of the instruction issued by the State Labour Inspection Office on March 8, 2007 "*Standpoint - Self-Service Filling of Motor Vehicle with a CNG Drive by the Final Customer*", Ref. No. *SÚIP – No. 2351/1. 40/06/917*.

For the entire period of filling the motor vehicle by compressed natural gas (i.e. for the period of CNG vehicle presence at the location of the CNG filling station, including the filling process itself), the customer shall be obliged to act in compliance with the local operational rules of the CNG filling station, fire directives, safety regulations and to act in accordance with the instructions for motor vehicles filling that shall be posted up at a visible place directly on the pump or in a place close thereto.

In the event that the customer is not able to fill the vehicle him/herself, he/she shall ask the trained staff of the CNG filling station to fill the vehicle.

Customer's declaration:

I declare that I fully understand the instruction on the manner of filling the motor vehicle and I undertake to act in compliance with the instruction.

I declare that I have been acquainted with the local operational rules of CNG filling stations.

In the event that the customer is a legal entity or a person authorized to carry on business activities pursuant to special regulations the responsible employee of such legal entity/person shall be obliged to acquaint persons using motor vehicles with CNG drive with the instruction.

The above-mentioned responsible employee shall be obliged to provide a list of such person to a CNG specialist within 10 days following the date of the instruction.

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CNG Specialist

.....
Customer