

Lucky angel, s. r. o.
Nedbalova 17
811 01 Bratislava, Slovak republic

In Bratislava on 26.5.2023.

Notice of business opportunity and instructions for submitting binding offers

Dear Sirs,

Lucky angel, s. r. o., having its registered seat at Nedbalova 17, 811 01 Bratislava, ID No. (IČO): 47 113 413 (the "**Company**") would like to draw your attention to a business opportunity to acquire consolidated building land in the cadastral area of Rusovce, with a total area of nearly 100,000 sqm (the "**Land**"), in more detail described in the information memorandum attached as Annex 1 to this letter (the "**Information memorandum**") and at www.rusovcesever.com.

In addition to the main part of land with an area of 95,979 sqm owned by the Company, the Land also includes two significantly smaller parts of land plots owned by the company **Residence FK s. r. o.**, having its registered seat at Nedbalova 17, 811 01 Bratislava, ID No. (IČO): 50 046 373 (the "**Residence FK**"). Residence FK is affiliated to the Company and the transfer of all Land shall be procured by the Company under same terms.

If the information about the Land provided in the Information memorandum interested you and you are interested in acquiring the Land (directly and/or for the benefit of any of your client) you will find instructions for submitting binding offers to purchase the Land (the "**Offer**") as well as other processes related to the purchase of the Land below.

1 Instructions for the Offer submission

1.1 Offer submission Deadline

In case you are interested in purchasing the Land, please deliver your written Offer in a sealed and signed envelope marked "*Rusovce Offer - do not open*" no later than 26 May 2023, 2 p.m. local time (the "**Deadline**") to the following address: Notársky úrad JUDr. Ondrej Ďuriač, Rajská 3, 811 08 Bratislava - Staré mesto, Slovak Republic.

1.2 Terms of the Offer

The Offer must contain the following terms. Otherwise, the Company may not take it into account during the evaluation of Offers.

1.2.1 The purchase price

The Offer must specify the purchase price of the Land, which must be given as the purchase price per one (1) sqm in euro and tens of eurocents.

1.2.2 Identification of the bidder

The Offer must contain a clear identification of the bidder, i.e., the person submitting the Offer and who has a binding interest in acquiring the Land (the "**Bidder**") to the extent:

- (i) if the Bidder is a legal person:
 - (a) business name, registered seat, registration number (IČO) (or equivalent identifier in the case of a foreign legal person);

- (ii) if the Bidder is a natural person:
 - (b) first name, surname, maiden name, date of birth and birth number (or similar identifier in the case of a foreign natural person).

Please also confirm that the Bidder is acting on its own interest and on its own account and not as an intermediary and/or agent for another person.

If the Bidder is a legal person, please also identify the natural person who is its ultimate beneficial owner (in Slovak: *konečný užívateľ výhod*) pursuant to Act No. 297/2008 Coll. on the protection against the legalization of the proceeds from crime and financing of terrorism (in Slovak: *o ochrane pred legalizáciou príjmov z trestnej činnosti a o ochrane pred financovaním terorizmu*) (the "**UBO**") to the same extent as in point (ii) above.

It is not necessary to identify the Bidder's UBO if the Bidder is:

- (i) a bank or financial institution operating in the territory of a Member State of the European Union;
- (ii) a legal person whose securities are admitted to trading on a regulated market of a Member State of the European Union; and/or
- (iii) the State, a higher territorial unit, a municipality or any other public administration authority.

In such a case, the Bidder shall state in the Offer the reason why it is not necessary to identify the Bidder's UBO in the Offer.

If the Bidder is a person without major assets and property sufficient to cover potential liabilities that may arise under the Offer, in addition to identifying the Bidder, we request to identify in the Offer the person who will guarantee the Bidder's liabilities and its UBO.

Notwithstanding the above the Company reserves the right to request the Bidder any additional information regarding the Bidder, its UBO and/or any guarantor, particularly if the Bidder will be a foreign person.

1.2.3 Financing the Offer

The Offer must contain identification of the method of financing the purchase of the Land, whether the Bidder will finance the purchase of the Land from its own funds or from external funds.

If the Bidder is interested in financing the purchase of the Land from external funds, please:

- (i) identify the provider of such financing (to the same extent as in the case of the identification of the Bidder, including the identification of its UBO);
- (ii) indicate the anticipated amount of such financing;
- (iii) indicate the terms of the provision of such financing (in particular the ensuring of the financing, the terms and deadlines for drawdown and any other terms that may affect the performance of the Offer).

Identification of the UBO of the external funder is not necessary if the funder is:

- (i) a bank or financial institution operating in the territory of a Member State of the European Union; and/or

- (ii) a legal person whose securities are admitted to trading on a regulated market of a Member State of the European Union.

In such case the Bidder shall state in the Offer the reason why it is not necessary to identify the UBO of provider of such financing in the Offer.

Notwithstanding the above the Company reserves the right to request the Bidder any additional information regarding the financing of the Offer from external funds and/or the provider of such financing, particularly if the provider of such financing is a foreign entity.

1.2.4 Bidder's representations and confirmations

The Offer must contain a binding and irrevocable representation and/or confirmation by the Bidder that:

- (i) the Bidder is acting in its own interest and on its own account and not as an intermediary and/or agent for another person;
- (ii) the Bidder has been granted all consents required by legislation and/or any internal documents of the Bidder to submit the Offer and to acquire the Land, if any, and to all and any future legal actions in connection therewith (in particular, but not limited to, the negotiation of the contents of the Purchase Agreement (as defined below), the execution of the Purchase Agreement, the securing of funds of external financing (if the Offer is to be externally financed), etc.);
- (iii) the Offer is the Bidder's final and binding offer to enter into an agreement with the Company to transfer (or procure the transfer of the Land owned by Residence FK) title to the Land to the Bidder;
- (iv) the Bidder has at its disposal or can secure in a timely manner sufficient funds to finance the purchase of the Land;
- (v) the Bidder meets the conditions set out in clause 1.3.1 below.

1.2.5 Bidder's expert advisors

If any external professional advisor (e.g., attorney, tax advisor, real estate broker, etc.) advises the Bidder with the Offer and any subsequent process related to the sale of the Land, the Offer must contain identification of each external professional advisor including identification of the area in which any external professional advisor is advising the Bidder.

1.2.6 Due Diligence

If the Bidder is interested, in connection with the Offer, in conducting a legal, technical, environmental and/or any other due diligence of the Land (the "**Due Diligence**"), the Offer must contain a clear request for the Due Diligence to be conducted, including, but not limited to, information on the required scope of the Due Diligence and identification of the documents that the Bidder is requesting from the Company for the purpose of the Due Diligence.

1.2.7 Bidder's contact person

The Offer must identify the Bidder's contact person responsible for communication relating to the Offer including his/her first name, last name, email address, telephone number and his/her relationship to the Bidder (e.g., employee, managing director, external advisor, etc.).

1.2.8 Other

In the event of any further questions to the Company, additional information, or qualifications relating to the Offer, the Bidder may include these along with the Offer.

1.3 Requirements for the Bidder

1.3.1 Status of the Bidder

The Bidder is entitled to submit the Offer and the Company will consider the Bidder's Offer, only if:

- (i) there are no proceedings pending for the dissolution of the Bidder's company or for a declaration of its nullity by a court or similar proceedings, and no grounds for such proceedings have been given;
- (ii) there are no proceedings pending for the limitation of the Bidder's legal capacity or similar proceedings, and no grounds for such proceedings have been given;
- (iii) neither the Bidder nor its assets have been declared bankrupt, no petition for bankruptcy has been filed, no restructuring proposal has been authorised nor denied, and no grounds for such proceedings have been given;
- (iv) the Bidder is not in liquidation and no decision has been taken by any competent authority to revoke it (whether with or without liquidation);
- (v) the Bidder is not insolvent or unable to meet any of its monetary obligations to its creditors as they fall due;
- (vi) the Bidder demonstrates that it has available or can secure sufficient funds to finance the purchase of the Land in a timely manner;
- (vii) there are no execution proceedings, enforcement proceedings or voluntary auction pending against the Bidder based on a third-party proposal, or any other judicial, administrative, or other proceeding which may affect the ability of the Bidder to duly perform its obligations which may arise under the Offer.

2 Other processes related to the sale of Land

2.1 Purchase Agreement

By submitting the Offer, the Bidder acknowledges that a draft agreement pursuant to which the Land will be transferred to the selected Bidder (the "**Purchase Agreement**") will be prepared by the Company and submitted to the selected Bidder after evaluation of all submitted Offers.

By submitting the Offer, the Bidder acknowledges that the Company is not bound by the Offer of any Bidder and may enter into the Purchase Agreement with any other Bidder or any other third party.

2.2 Evaluation of Offers

The Company's sole criterion for evaluating the Offers and selecting the Bidder with whom the Company will negotiate the conclusion of the Purchase Agreement is the purchase price for the Land and way of its financing. In no event shall the Company incur any obligation to any Bidder to commence negotiations on the Purchase Agreement and/or conclude the Purchase Agreement, and it shall be at the sole discretion of the Company whether, and

with which Bidder and/or any third party it shall commence negotiations on the Purchase Agreement and/or conclude the Purchase Agreement at all.

The Company reserves the right to request from the Bidder any further information relating to the Offer necessary for the evaluation of the Offer by the Company.

2.3 Modification and/or Cancellation of the Offer Submission Process

The Company reserves the right to change the terms of the submission of Offers and/or to cancel the Offer submission process already commenced at any time, for any reason whatsoever and/or for convenience without the Bidder being entitled to any compensation for any costs associated with the execution and/or submission of the Offer. The Company shall only inform the Bidders who have submitted the Offer within the Deadline of the change and/or cancellation of the Offer submission process.

2.4 Further Offer Round

The Company reserves the right, after the evaluation of the Offers, to announce a further offer round for the selected Bidders, whereby the number of selected Bidders as well as any terms of the further offer round shall be at the sole discretion of the Company.

2.5 No Bidder Claims

The submission of the Offer shall not give rise to any Bidder's claims or rights against the Company, including, but not limited to, the right to require the conclusion of the Purchase Agreement and/or the entitlement to reimbursement of any costs by the Bidder in connection with the execution and/or submission of the Offer and/or the negotiation of the Purchase Agreement (if any).

2.6 No Company Proposal

For the avoidance of doubt, nothing in this letter constitutes (i) a declaration of the Company's will to enter into any agreement with you or with any third party (whether or not expressed or implied) within the scope of this letter may come; nor (ii) the announcement of a competition to undetermined persons for the most suitable proposal for the conclusion of a contract. Accordingly, this letter shall in no way be deemed to constitute (a) a proposal by the Company in accordance with Section 43a of the Civil Code; (b) a public proposal in accordance with Section 276 of the Commercial Code; or (c) a commercial tender pursuant to Section 281 of the Commercial Code.

If you have any questions regarding to the Offer submission process, please do not hesitate to contact us on weekdays between 9:00 and 18:00 on the telephone number +421 908 796 862 or +421 911 757 077 or at any time at the email address michal.pasko@residencefk.com or varga@residencefk.com.

Kind regards,

Lucky angel, s. r. o.



Mgr. Michal Paško
Managing director