

DATED the 16th day of August 2022

(1) FAR EAST CONSORTIUM LIMITED

(2) TRANS WORLD HOTELS & ENTERTAINMENT, A.S.

and

(3) BC MORTGAGE SERVICES ASIA LIMITED

DEED OF NOVATION

THIS DEED OF NOVATION is made the 16th day of August 2022

BETWEEN

- (1) **FAR EAST CONSORTIUM LIMITED** (Company Number: 29147), a company incorporated in Hong Kong and its registered office is at 16th Floor, Far East Consortium Building, 121 Des Voeux Road Central, Hong Kong ("**Existing Lender**");
- (2) **TRANS WORLD HOTELS & ENTERTAINMENT, A.S.**, a company incorporated in Czech Republic and its registered office is at Česká Kubice 64, 345 32, Česká Kubice, Czech Republic ("**New Lender**"); and
- (3) **BC MORTGAGE SERVICES ASIA LIMITED** (Company Number: 2998864), a company incorporated in Hong Kong and its registered address is at Unit 2202, 22/F, One Island South, 2 Heung Yip Road, Wong Chuk Hang, Hong Kong ("**Company**").

WHEREAS:

- (A) Pursuant to an agreement dated 13 May 2022 entered into by the Existing Lender and the Company ("**Loan Agreement**"), whereby the Existing Lender agreed to provide financial accommodation to the Company in the sum of up to GBP 4 Million ("**Loan**").
- (B) The parties agree that the Existing Lender shall transfer by novation all of its rights, benefits and obligations in respect of the Loan Agreement to the New Lender in consideration for GBP Four (4) million (the "**Consideration**").

NOW THIS DEED WITNESSETH as follows:

1. The parties to this Deed agree that with effect from the date of this Deed (the "**Effective Date**"), in consideration of the payment of the Consideration by the New Lender to the Existing Lender:
 - (a) the Existing Lender assigns to the New Lender all of its future rights, title and interests in respect of the Loan Agreement;
 - (b) the New Lender assumes all of its obligations which the Existing Lender may have in respect of the Loan Agreement;
 - (c) the Existing Lender is released from all of its obligations in respect of the Loan Agreement; and
 - (d) the New Lender shall become a party to the Loan Agreement as lender under the Loan Agreement.

For the avoidance of doubt, the Existing Lender shall not assign to the New Lender any

- of its rights, title and interests received or accrued by the Existing Lender pursuant to the Loan Agreement prior to the Effective Date, including but not limited to the Interest in Advance.
2. On the Effective Date, the New Lender shall pay to the Existing Lender the Consideration (or such Euro equivalent of the Consideration at such exchange rate as determined by the Existing Lender taking reference to the exchange rate as quoted by The Hongkong and Shanghai Banking Corporation Limited on the Effective Date).
 3. The Existing Lender represents and warrants to the New Lender that:
 - (a) it is a company duly organised and validly existing under the laws of its incorporation and has all necessary corporate power and authority to execute and deliver this Deed, to perform its obligations under this Deed and to consummate the transactions contemplated by this Deed;
 - (b) this Deed constitutes a legal, valid and binding obligation and can be enforced by the New Lender against it in accordance with its terms; and
 - (c) it is the sole legal and beneficial owner of, and has good title to, the Loan Agreement free from all or any encumbrances.
 4. The New Lender represents and warrants to the Existing Lender that:
 - (a) it is a company duly organised and validly existing under the laws of its incorporation and has all necessary corporate power and authority to execute and deliver this Deed, to perform its obligations under this Deed and to consummate the transactions contemplated by this Deed; and
 - (b) this Deed constitutes a legal, valid and binding obligation and can be enforced by the New Lender against it in accordance with its terms.
 5. The Company agrees and consents to the foregoing and further undertakes to the Existing Lender and the New Lender that it shall make all payments of the Loan, interests and/or any other payments in respect of the Loan Agreement and discharge all of its obligations in respect thereof to the New Lender directly instead of to the Existing Lender.
 6. Any provision of this Deed prohibited by or is unlawful or unenforceable under any applicable law actually applied by any court of competent jurisdiction shall, to the extent required or permitted by such law, be severed from this Deed and rendered ineffective so far as is possible without modifying the remaining provisions of this Deed. Where, however, the provisions of any such applicable law may be waived, they are hereby waived by the parties hereto to the full extent permitted by such law to the intent and effect that this Deed shall be valid, binding and enforceable in accordance with its terms.
 7. This Deed shall constitute the entire agreement in relation to the subject matter contained herein.

8. This Deed may be varied, amended or modified only by agreement under seal duly executed by the parties hereto.
9. This Deed shall be binding upon and enure for the benefit of each party's personal representatives, successors and permitted assigns but no assignment may be made by the Company of any of its rights and/or obligations in relation to the Loan Agreement or any part thereof without the prior written consent of the New Lender.
10. This Deed may be executed in counterparts and shall take effect as soon as each of the parties hereto shall have executed a counterpart and have delivered and exchanged the same with the other parties, all of which shall constitute one and the same instrument. Each counterpart so executed shall be exchanged and countersigned to provide each party with a fully executed copy of this Deed.
11. In addition and without prejudice to any term or expression defined in this Deed, words and expressions defined and other rules of interpretation used or set out in the Loan Agreement shall, unless the context herein requires or provides otherwise, have the same meanings and application when used in this Deed.
12. The parties hereto do not intend any term of this Deed to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong). This Deed may be varied from time to time or rescinded without the consent of any person who is not a party hereto and s.6(1) of Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) shall not apply to this Deed.
13. This Deed shall be governed by and construed in all respects in accordance with the laws of Hong Kong and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts in respect of this Deed. Each party hereto waives any objection to proceedings in Hong Kong on the grounds of venue or inconvenient forum.

IN WITNESS whereof this Deed has been duly executed under seal on the date first above written.

SEALED with the Common Seal of
BC MORTGAGE SERVICES ASIA LIMITED
and **SIGNED** by

)
)
)
)
)



Handwritten signature of David Hinde.

Handwritten signature of Sebastian Leotta.

Signature of Director

Signature of Director

DAVID HINDE

SEBASTIAN LEOTTA

Name of Director

Name of Director

Dated the 8th day of September, 2023

TRANS WORLD HOTELS & ENTERTAINMENT, A.S.

and

SINGFORD HOLDINGS LIMITED

and

FEC OVERSEAS INVESTMENT (UK) LIMITED

DEED OF NOVATION

THIS DEED OF NOVATION is made the 8th day of September 2023

PARTIES

- (1) **TRANS WORLD HOTELS & ENTERTAINMENT, A.S.**, a company incorporated in Czech Republic and its registered office is at Česká Kubice 64, 345 32, Česká Kubice, Czech Republic (“**TWHE**”);
- (2) **SINGFORD HOLDINGS LIMITED**, a company incorporated in the British Virgin Islands and its registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (“**Singford**”); and
- (3) **FEC OVERSEAS INVESTMENT (UK) LIMITED**, a company incorporated in England and Wales whose registered office is at Northern Assurance Building Second Floor, 9-21 Princess Street, Manchester, England M2 4DN (“**FEC UK**”).

RECITALS

- (A) TWHE has provided an interest-bearing loan in the principal amount of USD4,488,150.31 to Singford (the “**First Singford Loan**”). Immediately prior to this novation taking effect, Singford owes TWHE an aggregate sum of USD4,591,070.36 in respect of the First Singford Loan, comprising the loan principal of USD4,488,150.31 and interest payable of USD102,920.05; and
- (B) Singford has agreed, with effect from 8 September 2023 (the “**Effective Date**”), to novate the First Singford Loan to FEC UK, and FEC UK has agreed to accept the novation from Singford so that after the novation, FEC UK will assume the obligation to repay the First Singford Loan. TWHE has agreed to this novation of the First Singford Loan.

IT IS AGREED as follows:

1. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

Singford hereby represents to FEC UK that the First Singford Loan is due and owing from Singford to TWHE immediately prior to this novation taking effect.

2. NOVATION

Singford hereby novates to FEC UK, and FEC UK hereby accepts, absolutely with effect from the Effective Date all the obligations and interest of Singford in the First Singford Loan. Immediately after this novation and from the Effective Date, all parties agree that:

- (a) Singford shall be released and discharged from the obligation to repay the First Singford Loan;
- (b) FEC UK assumes all the obligations to repay the First Singford Loan to TWHE; and
- (c) Singford shall be indebted to FEC UK in an amount equal to the indebtedness under First Singford Loan immediately prior to this novation taking effect, i.e., USD4,591,070.36, on an interest free basis.

3. CONSENT FROM TWHE

TWHE hereby acknowledges and consents to the novation effected in this Deed and confirms that, immediately prior to this novation taking effect, Singford owes TWHE an aggregate sum of USD4,591,070.36 in respect of the First Singford Loan, comprising the loan principal of USD4,488,150.31 and interest payable of USD102,920.05.

4. FURTHER ASSURANCE

Each of the parties to this Deed shall cooperate with the others and shall execute and deliver to the other, such other instruments and documents and take such other action as may reasonably be requested from time to time by that other party in order to carry out evidence and confirm their respective rights and the intended purpose of this Deed.

5. COUNTERPARTS

This Deed may be executed in any number of counterparts and by the parties on separate counterparts but shall not be effective until each party has executed at least one counterpart and each such counterpart shall constitute an original of this Deed but which shall together constitute one and the same Deed. Any party may enter into this Deed by signing any such counterpart.

6. NO THIRD PARTY RIGHT

Nothing in this Deed confers or purports to confer any right to enforce any of its terms on any person or entity who is not a party to this Deed, pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) or otherwise.

7. GOVERNING LAW

This Deed is governed by and shall be interpreted in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and the parties hereby submit to the non-exclusive jurisdiction of the courts of Hong Kong in connection herewith but this Deed may be enforced in any court of competent jurisdiction.

8. GENERAL PROVISIONS

- 8.1 The exercise or failure to exercise any right or remedy by any party in respect of any breach of this Deed shall not, save as provided herein, constitute a waiver by such party of any other right or remedy it may have in respect of that breach.
- 8.2 No variation of this Deed shall be effective unless made in writing and signed by all parties.
- 8.3 If at any time any provision of this Deed is or becomes illegal, void or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.

IN WITNESS whereof the Parties have caused this Deed to be executed under seal and delivered on the day and year first above written

EXECUTED and DELIVERED as a DEED)

The Common Seal of
**TRANS WORLD HOTELS &
ENTERTAINMENT, A.S.**
is affixed by a director
in the presence of:

Trans World Hotels & Entertainment, a.s.
Česká Kubice 64
345 32 Česká Kubice
IC: 643 58 267



Signature of Director

Witness signature

Witness name: LANA TRAPEČOVÁ

Witness address: VA DUKAŇI 58, 160 00 PRAHA

Name of Director

PAVEL DŘEŠTIL

EXECUTED and DELIVERED as a DEED)

The Common Seal of
SINGFORD HOLDINGS LIMITED

is affixed by a director
in the presence of:

Signature of Director

Witness signature

Witness name:

Witness address:

Name of Director

EXECUTED and DELIVERED as a DEED)

The Common Seal of
**FEC OVERSEAS INVESTMENT (UK)
LIMITED**

is affixed by a director
in the presence of:

Signature of Director

Name of Director

Witness signature

Witness name:

Witness address:

IN WITNESS whereof the Parties have caused this Deed to be executed under seal and delivered on the day and year first above written

EXECUTED and DELIVERED as a DEED)
The Common Seal of)
TRANS WORLD HOTELS &)
ENTERTAINMENT, A.S.)
is affixed by a director)
in the presence of:)

Signature of Director

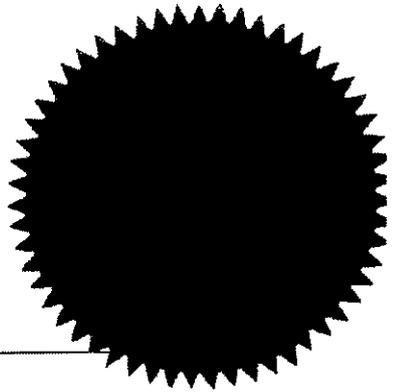
Witness signature
Witness name:
Witness address:

Name of Director

EXECUTED and DELIVERED as a DEED)
The Common Seal of)
SINGFORD HOLDINGS LIMITED)
is affixed by a director)
in the presence of:)



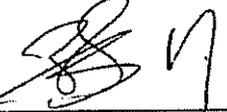
Signature of Director
Cheong Thard HOONG



Witness signature
Witness name: *Lee Shui Kam*
Witness address: 16/F., Far East Consortium Building,
121 Des Voeux Road Central, Hong Kong

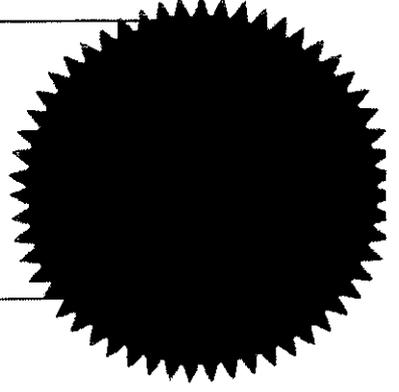
Name of Director

EXECUTED and DELIVERED as a DEED)
The Common Seal of)
FEC OVERSEAS INVESTMENT (UK))
LIMITED)
is affixed by a director)
in the presence of:)



Signature of Director
Cheong Thard HOONG

Name of Director



Witness signature
Witness name: *Lee Shui Kam*
Witness address: 16/F., Far East Consortium Building,
121 Des Voeux Road Central, Hong Kong

Dated the 8th day of September, 2023

TRANS WORLD HOTELS & ENTERTAINMENT, A.S.

and

SINGFORD HOLDINGS LIMITED

and

FEC OVERSEAS INVESTMENT (UK) LIMITED

DEED OF NOVATION

THIS DEED OF NOVATION is made the 8th day of September 2023

PARTIES

- (1) **TRANS WORLD HOTELS & ENTERTAINMENT, A.S.**, a company incorporated in Czech Republic and its registered office is at Česká Kubice 64, 345 32, Česká Kubice, Czech Republic (“**TWHE**”);
- (2) **SINGFORD HOLDINGS LIMITED**, a company incorporated in the British Virgin Islands and its registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (“**Singford**”); and
- (3) **FEC OVERSEAS INVESTMENT (UK) LIMITED**, a company incorporated in England and Wales whose registered office is at Northern Assurance Building Second Floor, 9-21 Princess Street, Manchester, England M2 4DN (“**FEC UK**”).

RECITALS

- (A) TWHE has provided an interest-bearing loan in the principal amount of EUR2,000,000 to Singford (the “**Second Singford Loan**”). Immediately prior to this novation taking effect, Singford owes TWHE an aggregate sum of EUR2,024,164.39 in respect of the Second Singford Loan, comprising the loan principal of EUR2,000,000 and interest payable of EUR24,164.39; and
- (B) Singford has agreed, with effect from 8 September 2023 (the “**Effective Date**”), to novate the Second Singford Loan to FEC UK, and FEC UK has agreed to accept the novation from Singford so that after the novation, FEC UK will assume the obligation to repay the Second Singford Loan. TWHE has agreed to this novation of the Second Singford Loan.

IT IS AGREED as follows:

1. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

Singford hereby represents to FEC UK that the Second Singford Loan is due and owing from Singford to TWHE immediately prior to this novation taking effect.

2. NOVATION

Singford hereby novates to FEC UK, and FEC UK hereby accepts, absolutely with effect from the Effective Date all the obligations and interest of Singford in the Second Singford Loan. Immediately after this novation and from the Effective Date, all parties agree that:

- (a) Singford shall be released and discharged from the obligation to repay the Second Singford Loan;
- (b) FEC UK assumes all the obligations to repay the Second Singford Loan to TWHE; and
- (c) Singford shall be indebted to FEC UK in the amount equal to the indebtedness under Second Singford Loan immediately prior to this novation taking effect, i.e., EUR2,024,164.39, on an interest free basis.

3. CONSENT FROM TWHE

TWHE hereby acknowledges and consents to the novation effected in this Deed and confirms that, immediately prior to this novation taking effect, Singford owes TWHE an aggregate sum of

EUR2,024,164.39 in respect of the Second Singford Loan, comprising the loan principal of EUR2,000,000 and interest payable of EUR24,164.39.

4. FURTHER ASSURANCE

Each of the parties to this Deed shall cooperate with the others and shall execute and deliver to the other, such other instruments and documents and take such other action as may reasonably be requested from time to time by that other party in order to carry out evidence and confirm their respective rights and the intended purpose of this Deed.

5. COUNTERPARTS

This Deed may be executed in any number of counterparts and by the parties on separate counterparts but shall not be effective until each party has executed at least one counterpart and each such counterpart shall constitute an original of this Deed but which shall together constitute one and the same Deed. Any party may enter into this Deed by signing any such counterpart.

6. NO THIRD PARTY RIGHT

Nothing in this Deed confers or purports to confer any right to enforce any of its terms on any person or entity who is not a party to this Deed, pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) or otherwise.

7. GOVERNING LAW

This Deed is governed by and shall be interpreted in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and the parties hereby submit to the non-exclusive jurisdiction of the courts of Hong Kong in connection herewith but this Deed may be enforced in any court of competent jurisdiction.

8. GENERAL PROVISIONS

- 8.1 The exercise or failure to exercise any right or remedy by any party in respect of any breach of this Deed shall not, save as provided herein, constitute a waiver by such party of any other right or remedy it may have in respect of that breach.
- 8.2 No variation of this Deed shall be effective unless made in writing and signed by all parties.
- 8.3 If at any time any provision of this Deed is or becomes illegal, void or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.

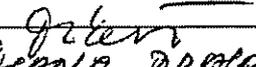
IN WITNESS whereof the Parties have caused this Deed to be executed under seal and delivered on the day and year first above written

EXECUTED and DELIVERED as a DEED)
The Common Seal of)
TRANS WORLD HOTELS & ENTERTAINMENT, A.S.)
is affixed by a director)
in the presence of:)

Trans World Hotels & Entertainment, a.s.
Česká Kubice 64
345 32 Česká Kubice
IČ: 643 58 267



Signature of Director

Witness signature: 
Witness name: **LEANA DRAPKOVÁ**
Witness address: **NA OKRAŽI 38, 160 00 PRAHA**

PAVEL MAREŠ

Name of Director

EXECUTED and DELIVERED as a DEED)
The Common Seal of)
SINGFORD HOLDINGS LIMITED)
is affixed by a director)
in the presence of:)

Signature of Director

Witness signature: _____
Witness name: _____
Witness address: _____

Name of Director

EXECUTED and DELIVERED as a DEED)
The Common Seal of)
FEC OVERSEAS INVESTMENT (UK) LIMITED)
is affixed by a director)
in the presence of:)

Signature of Director

Name of Director

Witness signature: _____
Witness name: _____
Witness address: _____

IN WITNESS whereof the Parties have caused this Deed to be executed under seal and delivered on the day and year first above written

EXECUTED and DELIVERED as a DEED)
The Common Seal of)
TRANS WORLD HOTELS &)
ENTERTAINMENT, A.S.)
is affixed by a director)
in the presence of:)

Signature of Director

Witness signature
Witness name:
Witness address:

Name of Director

EXECUTED and DELIVERED as a DEED)
The Common Seal of)
SINGFORD HOLDINGS LIMITED)
is affixed by a director)
in the presence of:)

Signature of Director

Cheong Thard HOONG

Witness signature
Witness name: *Lee Shui Kam*
Witness address:

Name of Director

16/F., Far East Consortium Building,
121 Des Voeux Road Central, Hong Kong

EXECUTED and DELIVERED as a DEED)
The Common Seal of)
FEC OVERSEAS INVESTMENT (UK))
LIMITED)
is affixed by a director)
in the presence of:)

Signature of Director

Cheong Thard HOONG

Name of Director

Witness signature
Witness name: *Lee Shui Kam*
Witness address:

16/F., Far East Consortium Building,
121 Des Voeux Road Central, Hong Kong

Dated the 8th day of September, 2023

TRANS WORLD HOTELS & ENTERTAINMENT, A.S.

and

BC MORTGAGE SERVICES ASIA LIMITED

and

FAR EAST CONSORTIUM LIMITED

DEED OF ASSIGNMENT AND NOVATION

THIS DEED OF ASSIGNMENT AND NOVATION is made the 8th day of September 2023

PARTIES

- (1) **TRANS WORLD HOTELS & ENTERTAINMENT, A.S.**, a company duly incorporated in Czech Republic and its registered office is at Česká Kubice 64, 345 32, Česká Kubice, Czech Republic (“**TWHE**”);
- (2) **BC MORTGAGE SERVICES ASIA LIMITED**, a company incorporated in Hong Kong and its registered address is at Unit 2202, 22/F, One Island South, 2 Heung Yip Road, Wong Chuk Hang, Hong Kong (“**BC**”); and
- (3) **FAR EAST CONSORTIUM LIMITED**, a company incorporated in Hong Kong and its registered office is at 16th Floor, Far East Consortium Building, 121 Des Voeux Road Central, Hong Kong (“**FECL**”).

RECITALS

- (A) Pursuant to an agreement dated 13 May 2022 entered into between FECL and BC, FECL agreed to provide financial accommodation to BC in the sum of up to GBP4,000,000 as a back-to-back arrangement with the facility agreement or such other agreements or documents with Marlowes Hemel Limited and/or its affiliates for the sole purpose of providing financing to Marlowes Hemel Limited in respect of the Marlowes Shopping Centre at Hemel Hempstead (the “**Original BC Agreement**”, and as varied by the Deed of Novation (as defined below), the “**BC Agreement**”).
- (B) Pursuant to a deed of novation dated 16 August 2022, FECL transferred by novation all of its rights, benefits and obligations in respect of the BC Agreement to TWHE (the “**Deed of Novation**”).
- (C) The parties are now desirous to assign and novate the BC Agreement pursuant to the terms and conditions herein contained.

IT IS AGREED as follows:

1. ASSIGNMENT AND NOVATION OF THE BC AGREEMENT

- 1.1 In consideration of GBP4,000,000 payable by FECL to TWHE, TWHE has agreed to assign and novate all of its rights and obligations in the BC Agreement to FECL and FECL has agreed to assume all the rights and obligations of TWHE under the BC Agreement on the terms of this Deed, with effect from 8 September 2023 (the “**Effective Date**”). The consideration will be left outstanding immediately after the Effective Date to be settled at such time and in such manner as TWHE and FECL may agree.
- 1.2 All parties to the BC Agreement have agreed to the novation and assignment of the BC Agreement as recorded herein and immediately following the Effective Date:
 - (a) TWHE shall be released from its obligations and have assigned its rights under the BC Agreement to FECL;
 - (b) FECL shall owe TWHE an amount of GBP4,000,000 to be settled at such time and in such manner as TWHE and FECL may agree, on an interest free basis; and

(c) FECL assumes all the rights and obligations of TWHE under the BC Agreement.

1.3 With effect from the Effective Date, BC irrevocably releases and discharges TWHE from the BC Agreement and confirms there is no outstanding claim against and/or amount due from TWHE in respect of the BC Agreement.

1.4 Parties agree that an interest payment is due under the BC Agreement on 22 October 2023, and upon receipt, such interest shall be divided between FECL and TWHE by reference to the Effective Date (i.e. any interest accrued prior to (and including) the Effective Date shall be paid to TWHE, and any interest accrued after (but not including) the Effective Date shall be paid to FECL).

2. COVENANTS

Each of the parties hereto represents, warrants, and undertakes to and with the other parties hereto that it has full power, capacity and authority to enter into this Deed and to exercise its rights and perform its obligations hereunder.

3. FURTHER ASSURANCE

Each of the parties to this Deed shall cooperate with the others and shall execute and deliver to the other, such other instruments and documents and take such other action as may reasonably be requested from time to time by that other party in order to carry out evidence and confirm their respective rights and the intended purpose of this Deed.

4. COUNTERPARTS

This Deed may be executed in any number of counterparts and by the parties on separate counterparts but shall not be effective until each party has executed at least one counterpart and each such counterpart shall constitute an original of this Deed but which shall together constitute one and the same Deed. Any party may enter into this Deed by signing any such counterpart.

5. NO THIRD PARTY RIGHT

Nothing in this Deed confers or purports to confer any right to enforce any of its terms on any person or entity who is not a party to this Deed, pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) or otherwise.

6. GOVERNING LAW

This Deed is governed by and shall be interpreted in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") and the parties hereby submit to the non-exclusive jurisdiction of the courts of Hong Kong in connection herewith but this Deed may be enforced in any court of competent jurisdiction.

7. GENERAL PROVISIONS

7.1 The exercise or failure to exercise any right or remedy by any party in respect of any breach of this Deed shall not, save as provided herein, constitute a waiver by such party of any other right or remedy it may have in respect of that breach.

7.2 No variation of this Deed shall be effective unless made in writing and signed by all parties.

7.3 If at any time any provision of this Deed is or becomes illegal, void or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.

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IN WITNESS whereof the Parties have caused this Deed to be executed under seal and delivered on the day and year first above written

EXECUTED and DELIVERED as a DEED)

The Common Seal of)

TRANS WORLD HOTELS & ENTERTAINMENT, A.S.

is affixed by a director
in the presence of:

Trans World Hotels & Entertainment, a.s.
Česká Kubice 64
345 32 Česká Kubice
IČ: 643 58 267



Signature of Director

PHIL MARŠEK

Witness signature

Witness name:

Witness address:

Jan Drobek
Jan Drobek
Na Okraži 67, 160 00 Praha

Name of Director

EXECUTED and DELIVERED as a DEED in accordance with s.127 of the Companies Ordinance (Cap. 622) by:
BC MORTGAGE SERVICES ASIA LIMITED

Signature of Director

Name of Director

Signature of Director

Name of Director

EXECUTED and DELIVERED as a DEED)

The Common Seal of)

FAR EAST CONSORTIUM LIMITED

is affixed by a director and
in the presence of:

Signature of Director

Name of Director

Signature of Director/Authorised person

Witness signature

Witness name:

Witness address:

Name of Director/Authorised person

IN WITNESS whereof the Parties have caused this Deed to be executed under seal and delivered on the day and year first above written

EXECUTED and DELIVERED as a DEED)
The Common Seal of)
TRANS WORLD HOTELS &)
ENTERTAINMENT, A.S.)
is affixed by a director)
in the presence of:)

Signature of Director

Witness signature
Witness name:
Witness address:

Name of Director

EXECUTED and DELIVERED as a DEED in)
accordance with s.127 of the Companies Ordinance)
(Cap. 622) by:)
BC MORTGAGE SERVICES ASIA LIMITED)

Signature of Director

David C. [Signature]

Name of Director

Signature of Director

Name of Director

EXECUTED and DELIVERED as a DEED)
The Common Seal of)
FAR EAST CONSORTIUM LIMITED)
is affixed by a director and)
in the presence of:)

Signature of Director

Name of Director

Signature of Director/Authorised person

Witness signature
Witness name:
Witness address:

Name of Director/Authorised person

IN WITNESS whereof the Parties have caused this Deed to be executed under seal and delivered on the day and year first above written

EXECUTED and DELIVERED as a DEED)
The Common Seal of)
TRANS WORLD HOTELS &)
ENTERTAINMENT, A.S.)
is affixed by a director)
in the presence of:) _____
Signature of Director

Witness signature
Witness name:
Witness address:

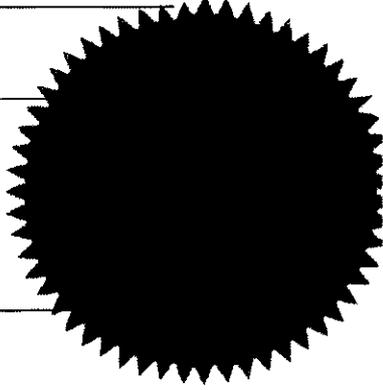
Name of Director

EXECUTED and DELIVERED as a DEED in)
accordance with s.127 of the Companies Ordinance)
(Cap. 622) by:)
BC MORTGAGE SERVICES ASIA LIMITED) _____
Signature of Director

Name of Director

Signature of Director

Name of Director



EXECUTED and DELIVERED as a DEED)
The Common Seal of)
FAR EAST CONSORTIUM LIMITED)
is affixed by a director and)
in the presence of:)

Signature of Director
Cheong Thard HOONG

Name of Director

Signature of Director/Authorised person
Boswell Wai Hung Cheung

Witness signature
Witness name: *Lee Shui Kam*
Witness address:

Name of Director/Authorised person

16/F., Far East Consortium Building,
121 Des Voeux Road Central, Hong Kong

Dated the 8th day of September, 2023

TRANS WORLD HOTELS & ENTERTAINMENT, A.S.

and

FEC OVERSEAS INVESTMENT (UK) LIMITED

and

FAR EAST CONSORTIUM LIMITED

DEED OF NOVATION

THIS DEED OF NOVATION is made the 8th day of September 2023

PARTIES

- (1) **TRANS WORLD HOTELS & ENTERTAINMENT, A.S.**, a company incorporated in Czech Republic and its registered office is at Česká Kubice 64, 345 32, Česká Kubice, Czech Republic ("**TWHE**");
- (2) **FEC OVERSEAS INVESTMENT (UK) LIMITED**, a company incorporated in England and Wales whose registered office is at Northern Assurance Building Second Floor, 9-21 Princess Street, Manchester, England M2 4DN ("**FEC UK**"); and
- (3) **FAR EAST CONSORTIUM LIMITED**, a company incorporated in Hong Kong and its registered office is at 16th Floor, Far East Consortium Building, 121 Des Voeux Road Central, Hong Kong ("**FECL**").

RECITALS

- (A) Pursuant to a deed of assignment and novation dated 8 September 2023 entered into between TWHE, BC Mortgage Services Asia Limited and FECL, FECL is indebted to TWHE in the amount of GBP4,000,000; and
- (B) FECL has agreed, with effect from 8 September 2023 (the "**Effective Date**"), to novate GBP2,586,687 (the "**Novated Debt Amount**") to FEC UK, and FEC UK has agreed to accept the novation from FECL so that after the novation, FEC UK will assume the obligation to repay the Novated Debt Amount. TWHE has agreed to this novation of the Novated Debt Amount. For the avoidance of doubt, after the novation, FECL will still have the obligation to repay GBP1,413,313 to TWHE.

IT IS AGREED as follows:

1. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

FECL hereby represents to FEC UK that the Novated Debt Amount is due and owing from FECL to TWHE immediately prior to this novation taking effect.

2. NOVATION

FECL hereby novates to FEC UK, and FEC UK hereby accepts, absolutely with effect from the Effective Date all the obligations and interest of FECL in the Novated Debt Amount. Immediately after this novation and from the Effective Date, all parties agree that:

- (a) FECL shall be released and discharged from the obligation to repay the Novated Debt Amount;
- (b) FEC UK assumes all the obligations to repay the Novated Debt Amount to TWHE; and
- (c) FECL shall be indebted to FEC UK in the amount equal to the Novated Debt Amount on an interest free basis.

3. CONSENT FROM TWHE

TWHE hereby acknowledges and consents to the novation effected in this Deed and confirms that, immediately prior to this novation taking effect, FECL owes TWHE the Novated Debt Amount.

4. FURTHER ASSURANCE

Each of the parties to this Deed shall cooperate with the others and shall execute and deliver to the other, such other instruments and documents and take such other action as may reasonably be requested from time to time by that other party in order to carry out evidence and confirm their respective rights and the intended purpose of this Deed.

5. COUNTERPARTS

This Deed may be executed in any number of counterparts and by the parties on separate counterparts but shall not be effective until each party has executed at least one counterpart and each such counterpart shall constitute an original of this Deed but which shall together constitute one and the same Deed. Any party may enter into this Deed by signing any such counterpart.

6. NO THIRD PARTY RIGHT

Nothing in this Deed confers or purports to confer any right to enforce any of its terms on any person or entity who is not a party to this Deed, pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) or otherwise.

7. GOVERNING LAW

This Deed is governed by and shall be interpreted in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and the parties hereby submit to the non-exclusive jurisdiction of the courts of Hong Kong in connection herewith but this Deed may be enforced in any court of competent jurisdiction.

8. GENERAL PROVISIONS

8.1 The exercise or failure to exercise any right or remedy by any party in respect of any breach of this Deed shall not, save as provided herein, constitute a waiver by such party of any other right or remedy it may have in respect of that breach.

8.2 No variation of this Deed shall be effective unless made in writing and signed by all parties.

8.3 If at any time any provision of this Deed is or becomes illegal, void or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.

IN WITNESS whereof the Parties have caused this Deed to be executed under seal and delivered on the day and year first above written

EXECUTED and DELIVERED as a DEED
The Common Seal of
**TRANS WORLD HOTELS &
ENTERTAINMENT, A.S.**
is affixed by a director
in the presence of:

Trans World Hotels & Entertainment, a.s.
Česká Kubice 64
345 32 Česká Kubice
IČ: 643 58 267

Signature of Director

PAVEL NAVSTIZ

Witness signature

Witness name:

Witness address:

Handwritten signature
JANA DRAPELOVA
NA UKRAJN 69, 16000 PRAHA

Name of Director

EXECUTED and DELIVERED as a DEED
The Common Seal of
**FEC OVERSEAS INVESTMENT (UK)
LIMITED**
is affixed by a director
in the presence of:

Signature of Director

Witness signature

Witness name:

Witness address:

Name of Director

EXECUTED and DELIVERED as a DEED
The Common Seal of
FAR EAST CONSORTIUM LIMITED
is affixed by a director and
in the presence of:

Signature of Director

Name of Director

Signature of Director/Authorised person

Witness signature

Witness name:

Witness address:

Name of Director/Authorised person

Dated the 8th day of September, 2023

FEC OVERSEAS INVESTMENT (UK) LIMITED

and

TRANS WORLD HOTELS & ENTERTAINMENT, A.S.

DEED OF SET OFF

THIS DEED OF SET OFF is made the 8th day of September 2023

PARTIES

- (1) **FEC OVERSEAS INVESTMENT (UK) LIMITED**, a company incorporated in England and Wales whose registered office is at Northern Assurance Building Second Floor, 9-21 Princess Street, Manchester, England M2 4DN ("**FEC UK**"); and
- (2) **TRANS WORLD HOTELS & ENTERTAINMENT, A.S.**, a company incorporated in Czech Republic and its registered office is at Česká Kubice 64, 345 32, Česká Kubice, Czech Republic ("**TWHE**").

RECITALS

- (A) Pursuant to (i) the deeds of novation dated 8 September 2023 entered into between TWHE, Singford Holdings Limited and FEC UK; (ii) the deed of assignment and novation dated 8 September 2023 entered into between TWHE, BC Mortgage Services Asia Limited and Far East Consortium Limited ("**FECL**"); and (iii) the deed of novation dated 8 September 2023 entered into between TWHE, FEC UK and FECL, FEC UK became indebted to TWHE in the amount of approximately CZK227,224,908 as at the date hereof (the "**Debt Amount**").
- (B) It is noted that on 8 September 2023, TWHE declared a dividend ("**Declared Dividend**") to its sole shareholder on that date, namely FEC UK, in the amount of CZK227,224,908 (the "**Distributable Amount**") and CZK40,098,513 (the "**Withholding Tax**") respectively. The Distributable Amount and the Withholding Tax in aggregate make up the entire Declared Dividend by TWHE to FEC UK. TWHE shall withhold the Withholding Tax solely for the purpose of paying on behalf of FEC UK any tax payable to the relevant authorities in relation to the Declared Dividend.
- (C) It is agreed between the parties that the Debt Amount be set off in its entirety against the Distributable Amount.

IT IS AGREED as follows:

1. SET-OFF

The parties agree and confirm that (i) FEC UK's liability to repay the Debt Amount be set off against the Distributable Amount; and (ii) TWHE shall withhold the Withholding Tax solely for the purpose of paying on behalf of FEC UK any tax payable to the relevant authorities in relation to the declaration of the Declared Dividend. Following such set off and payment of Withholding Tax to the relevant authorities, there shall be no amounts due to or from TWHE and FEC UK to each other.

2. COVENANTS

Each of the parties hereto represents, warrants, and undertakes to and with the other parties hereto that it has full power, capacity and authority to enter into this Deed and to exercise its rights and perform its obligations hereunder.

3. FURTHER ASSURANCE

Each of the parties to this Deed shall cooperate with the others and shall execute and deliver to the other, such other instruments and documents and take such other action as may reasonably be requested from time to time by that other party in order to carry out evidence and confirm their respective rights and the intended purpose of this Deed.

4. COUNTERPARTS

This Deed may be executed in any number of counterparts and by the parties on separate counterparts but shall not be effective until each party has executed at least one counterpart and each such counterpart shall constitute an original of this Deed but which shall together constitute one and the same Deed. Any party may enter into this Deed by signing any such counterpart.

5. NO THIRD PARTY RIGHT

Nothing in this Deed confers or purports to confer any right to enforce any of its terms on any person or entity who is not a party to this Deed, pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) or otherwise.

6. GOVERNING LAW

This Deed is governed by and shall be interpreted in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") and the parties hereby submit to the non-exclusive jurisdiction of the courts of Hong Kong in connection herewith but this Deed may be enforced in any court of competent jurisdiction.

7. GENERAL PROVISIONS

- 7.1 The exercise or failure to exercise any right or remedy by any party in respect of any breach of this Deed shall not, save as provided herein, constitute a waiver by such party of any other right or remedy it may have in respect of that breach.
- 7.2 No variation of this Deed shall be effective unless made in writing and signed by all parties.
- 7.3 If at any time any provision of this Deed is or becomes illegal, void or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.

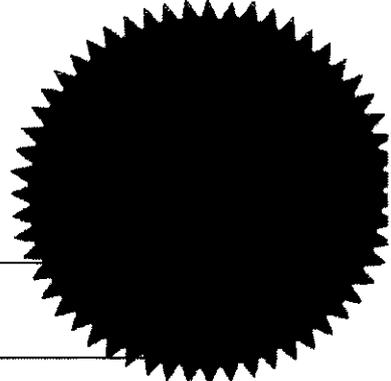
IN WITNESS whereof the Parties have caused this Deed to be executed under seal and delivered on the day and year first above written

EXECUTED and DELIVERED as a DEED
The Common Seal of
**FEC OVERSEAS INVESTMENT (UK)
LIMITED**
is affixed by a director
in the presence of:

u

)
)
)
)
)

Signature of Director
Cheong Thard HOONG



Witness signature
Witness name: *Lee Sini Kam*
Witness address:
16/F., Far East Consortium Building,
121 Des Voeux Road Central, Hong Kong

Name of Director

EXECUTED and DELIVERED as a DEED
The Common Seal of
**TRANS WORLD HOTELS &
ENTERTAINMENT, A.S.**
is affixed by a director and
in the presence of:

)
)

Signature of Director
)
)

Name of Director
)
)

Signature of Director/Authorised person

Witness signature
Witness name:
Witness address:

Name of Director/Authorised person

IN WITNESS whereof the Parties have caused this Deed to be executed under seal and delivered on the day and year first above written

EXECUTED and DELIVERED as a DEED)
The Common Seal of)
FEC OVERSEAS INVESTMENT (UK))
LIMITED)
is affixed by a director)
in the presence of:)

Signature of Director

Witness signature
Witness name:
Witness address:

Name of Director

EXECUTED and DELIVERED as a DEED)
The Common Seal of)
TRANS WORLD HOTELS &)
ENTERTAINMENT, A.S.)
is affixed by a director and)
in the presence of:)



Signature of Director

TRANS World Hotels & Entertainment, a.s.
Česká Kubice 64)
345 32 Česká Kubice)
IC: 643 58 267)

Name of Director

Signature of Director/Authorised person

Witness signature
Witness name:
Witness address:

Name of Director/Authorised person

HANA JIROPELOVA
NA OKRAŽÍ 58, 160 00 PRAHA

DATED 19 January 2024

PALASINO GROUP, A.S.

AND

PALASINO HOLDINGS LIMITED

SALE AND PURCHASE AGREEMENT

JK 97

THIS AGREEMENT is made on [*]

BETWEEN:

- (1) **Palasino Group, a.s.**, a company incorporated in the Czech Republic whose registered office is at Česká Kubice 64, 345 32, Česká Kubice, Czech Republic (“**Palasino Group**”); and
- (2) **Palasino Holdings Limited**, a company incorporated in the Cayman Islands and whose registered office is at Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands (“**Listco**”, together with Palasino Group, the “**Parties**”, and each a “**Party**”).

WHEREAS:

- (A) As at the date of this Agreement, Palasino Group is the legal and beneficial owner of shares of 25,000 Euro (comprising the following shares: no. 1 in the amount of 6,200 Euro, no. 2 in the amount of 9,400 Euro, no. 3 in the amount of 9,150 Euro and no. 4 in the amount of 250 Euro) in Trans World Hotels Germany GmbH (“**Trans World Germany**”) (the “**Transfer Shares**”).
- (B) Palasino Group agrees to transfer and Listco agrees to acquire the Transfer Shares (representing 100% of the issued share capital of Trans World Germany as at the date of this Agreement) upon and subject to the terms and conditions set out herein.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS

1.01 In this Agreement, the following expressions have the following meanings:

“**Agreement**” means this Sale and Purchase Agreement;

“**Completion**” means completion of this Agreement; and

“**Hong Kong**” means the Hong Kong Special Administrative Region of the People's Republic of China.

1.02 Clause headings are for convenience only and shall not affect the construction of this Agreement.

1.03 References herein to Clauses are clauses in this Agreement unless the context requires otherwise.

1.04 Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing a gender include every gender.

2. SALE AND PURCHASE

9

- 2.01 On and subject to the terms and conditions of this Agreement, Palasino Group shall as legal and beneficial owner transfer the Transfer Shares, representing 100% of the issued share capital of Trans World Germany as at the date of this Agreement, to Listco free from all liens, charges, encumbrances, equities and other third-party rights and together with all rights now or hereafter attaching thereto.
- 2.02 The consideration for the transfer of the Transfer Shares pursuant to Clause 2.01 above is 11,869,000 EUR (the "**Consideration**"). Indebtedness in the amount of, and on account of, the Consideration shall be incurred on the date of this agreement (Listco owing Palasino Group) and shall be left outstanding as an inter-company balance to be settled within nine months.

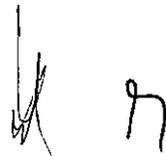
3. **REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS BY PALASINO GROUP**

- 3.01 Palasino Group hereby represents, warrants and undertakes to and with Listco that:
- (a) Palasino Group is the legal and beneficial owner of the Transfer Shares and have full power to sell and transfer to Listco full legal and beneficial title to and in the Transfer Shares and that the Transfer Shares represent the entire issued share capital of Trans World Germany, and are and will at Completion be free from all charges, liens, encumbrances and equities, claims, whatsoever;
 - (b) there are no options or other agreements outstanding which call for the issue of or accord to any person the right to call for the issue of any of shares in Trans World Germany or the right to require the creation of any mortgage, charge, pledge, lien or other security or encumbrance over any of the Transfer Shares beneficially owned by Palasino Group; and
 - (c) Palasino Group has the full capacity to enter into, and engage in the transactions contemplated by, this Agreement and (if so required) have obtained all necessary consents to authorise and approve the execution and performance by Palasino Group of this Agreement.

4. **REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS BY LISTCO**

- 4.01 Listco hereby represents, warrants and undertakes to and with Palasino Group that:
- (a) it is duly incorporated and is validly existing under the laws of the Cayman Islands; and
 - (b) it has full corporate power and authority to enter into, and engage in the transactions contemplated by, this Agreement and has taken or obtained all necessary corporate actions and consents to authorise and approve the execution and performance by it of this Agreement.

5. **COMPLETION**

Handwritten signature and initials in the bottom right corner of the page.

5.01 Completion shall take place on the date of signing of this Agreement or at such other place and time as shall be agreed by the Parties.

5.02 At Completion:

- (a) Palasino Group and Listco shall jointly notarize a share transfer agreement at a German notary, under which the Transfer Shares are transferred from Palasino Group to Listco with effect of the completion, and the parties shall produce any other documents as may be required to give a good and effective transfer of title to the Transfer Shares to Listco and to enable it to become the registered holder thereof;
- (b) An updated list of shareholders shall be filed by the acting German notary with the German commercial register, showing Listco as new shareholder of the Transfer Shares;
- (c) Palasino Group shall deliver or procure to be delivered to Listco board resolutions of Palasino Group approving, among other things, the execution and performance of this Agreement;
- (d) Palasino Group shall deliver or procure to be delivered to Listco a shareholder resolution of Trans World Germany approving the transfer of the Transfer Shares to Listco; and
- (e) Listco shall deliver board resolutions to Palasino Group approving, among other things, the execution and performance of this Agreement.

6. FURTHER ASSURANCE

The Parties shall do and execute or procure to be done and executed all such further acts, deeds, things and documents as may be necessary to give effect to the terms of this Agreement.

7. COSTS

Each Party shall pay its own costs and disbursements (including stamp duty (if any)) of and incidental to this Agreement.

8. NOTICES

Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant Party at its address set out in the beginning of this Agreement (or such other address as the addressee has by five (5) business days' prior written notice specified to the other Parties).

9. ENTIRE AGREEMENT AND MUTUAL RELEASE



This Agreement (together with any documents referred to herein) constitutes the whole agreement between the Parties and supersedes any previous agreements, arrangements or understandings between them relating to the subject matter hereto.

10. NO THIRD PARTY RIGHT

Nothing in this Agreement confers or purports to confer any right to enforce any of its terms on any person or entity who is not a party to this Agreement, pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) or otherwise.

11. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts.

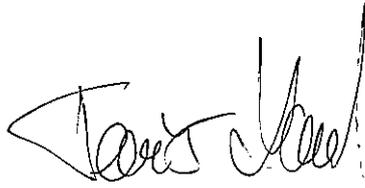
12. COUNTERPARTS

This Agreement may be executed in one or more counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart and each such counterpart shall constitute an original of this Agreement but all the counterparts shall together constitute one and the same instrument.

This Agreement has been entered into on the day and year first above written.

SIGNED by

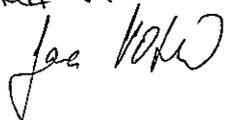
Tomáš Kment, Director



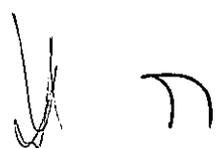
for and on behalf of

PALASINO GROUP, A.S.

in the presence of:

ZANA VITKOVA


)
)
)
)
)



SIGNED by)

Pavel Maršík, Director)

for and on behalf of)

PALASINO HOLDINGS LIMITED)

in the presence of: *KASIKOVA SILVIE*)

A handwritten signature in black ink, appearing to read 'KASIKOVA SILVIE', with a long horizontal line extending to the right.



**Verhandelt
Transacted**

zu Frankfurt am Main
at Frankfurt am Main

am 22. Januar 2024
on 22 January 2024

Vor dem unterzeichneten Notar
Before the undersigned Notary

Matthias Wagner

mit Amtssitz in/with official residence at
Frankfurt am Main

erschien heute in den Räumen der Kanzlei avo-
cado rechtsanwälte, Thurn-und-Taxis-Platz 6,
60313 Frankfurt am Main:

appeared today at the offices of the law firm avo-
cado Rechtsanwälte, Thurn-und-Taxis-Platz 6,
60313 Frankfurt am Main:

1.
Herr Sebastian Talarowski, Rechtsanwalt,
geboren am 21. Oktober 1992,
geschäftsansässig: avocado rechtsanwälte,
Nextower, Thurn-und-Taxis-Platz 6, 60313 Frank-
furt am Main,
dem Notar persönlich bekannt,

1.
Mr. Sebastian Talarowski, Lawyer,
born on October 21, 1992,
residing for business purposes at avocado
rechtsanwälte, Nextower, Thurn-und-Taxis-Platz
6, 60313 Frankfurt am Main
who is personally known to the notary,

- nachfolgend der „Erschienenene 1“ -

- hereinafter the “**Person Appeared 1**” -

nachfolgend nicht im eigenen Namen handelnd,
sondern
unter Ausschluss jeder persönlichen Haftung
aufgrund erteilter Vollmacht vom 21. Dezember
2023 und unter Befreiung von den Beschränkun-
gen gemäß § 181 BGB, die im Original vorgelegt

hereafter not acting in his own name, but
by excluding any personal liability
based on the power of attorney dated 21 Decem-
ber 2023 and under exemption from the re-
strictions of section 181 of the German Civil Code,

wurde und von der eine Kopie, deren Übereinstimmung mit der Urschrift hiermit vom Notar beglaubigt wird, dieser Urkunde als Anlage beigesiegelt ist als Bevollmächtigter, der

the original of which has been submitted and a copy of which, the conformity of which with the original is hereby certified by the notary public, is sealed as an annex to this deed, as attorney-in-fact of

Palasino Group, a.s.
(formerly / vormal: Trans World Hotels & Entertainment, a.s.)

Česká Kubice 64,
345 32 Česká Kubice
Czech Republic,
Česká republika / Tschechische Republik

Identifikationsnummer 643 58 267, eingetragen im Handelsregister des Kreisgerichts in Pilsen, Abteilung B, Insert Nr. 492

Identification No 643 58 267, registered in the Commercial Register maintained by Regional Court in Plzen, Section B, Insert No. 492

- nachfolgend der „**Verkäufer**“ –

- hereinafter the “**Transferor**” –

und

and

2.

Herr Dr. Christian Berger, Rechtsanwalt, geboren am 21. Januar 1963, geschäftsansässig: c/o avocado rechtsanwälte, Nextower, Thurn-und-Taxis-Platz 6, 60313 Frankfurt am Main, dem Notar persönlich bekannt,

2.

Mr. Dr. Christian Berger, Lawyer, born on January 21, 1963 residing for business purposes at c/o avocado rechtsanwälte, Nextower, Thurn-und-Taxis-Platz 6, 60313 Frankfurt am Main, who is personally known to the notary

- nachfolgend der „**Erschienene 2**“ -

- hereinafter the “**Person Appeared 2**” –

nachfolgend nicht im eigenen Namen handelnd, sondern unter Ausschluss jeder persönlichen Haftung aufgrund erteilter Vollmacht vom 21. Dezember 2023 und unter Befreiung von den Beschränkungen gemäß § 181 BGB, die im Original vorgelegt wurde und von der eine Kopie, deren Übereinstimmung mit der Urschrift hiermit vom Notar beglaubigt wird, dieser Urkunde als Anlage beigesiegelt ist als Bevollmächtigter, der

Hereafter not acting in his own name but by excluding any personal liability based on the power of attorney dated 21 December 2023 under exemption from the restrictions of section 181 of the German Civil Code, the original of which has been submitted and a copy of which, the conformity of which with the original is hereby certified by the notary public, is sealed as an annex to this deed, as attorney-in-fact of

Palasino Holdings Limited
Cricket Square, Hutchins Drive, PO Box 2681,
Grand Cayman, KY1-1111, Cayman Islands

eingetragen im Register der Cayman Inseln unter Registrierungsnummer 401661

Registered in the Cayman Islands under Registration Number 401661

- nachfolgend der „**Erwerber**“ -

- hereinafter “**Transferee**” –

Auf Nachfrage des Notars, ob sie im Sinne des § 3 Abs. 1 Nr. 7 Beurkundungsgesetz bereits außerhalb der Amtstätigkeit in derselben Angelegenheit tätig war oder ist, verneinten die Erschienenen eine Vorbefassung in diesem Sinne.

Der Notar überzeugte sich – mit Bezug auf die in Englisch gefassten Anlagen – davon, dass die Erschienenen der englischen Sprache ausreichend mächtig sind.

Der Notar hat die Erschienenen belehrt, dass er verpflichtet ist, die Vertretungsbefugnisse der Erschienenen zu prüfen und die vorgelegten Unterlagen auf einen Nachweis dieser Befugnisse hin zu untersuchen. Ferner hat der Notar die Erschienenen belehrt, dass er über ausländische Gesetze und Angelegenheiten, einschließlich der ordnungsgemäßen Vertretung der Beteiligten, die ihren Sitz oder ihre Rechtspersönlichkeit in einem anderen Land als Deutschland haben, wie in der Urkunde angegeben, nicht beraten hat.

Der Notar teilte mit, dass er die Gültigkeit der von der **Palasino Holdings Limited** erteilten Vollmacht, wie sie dieser Urkunde beigelegt ist, aufgrund der fehlenden notariellen Vertretungsbefugnis, nicht überprüfen kann.

Nach einer Erörterung der heute vorgelegten Unterlagen erklärten die Erschienenen, dass die von ihnen vertretenen Parteien keinen weiteren Nachweis der Vertretungsbefugnisse der Erschienenen wünschen, und baten den Notar, mit der Beurkundung fortzufahren.

Die Erschienenen erklärten, dass die Parteien diesen Vertrag jeweils im Rahmen ihrer unternehmerischen Tätigkeit abschließen. Über die Identifizierungspflichten nach dem Geldwäschegesetz belehrt, erklärten die Erschienenen, dass sie jeweils für eigene Rechnung bzw. für Rechnung der von ihr jeweils Vertretenen handeln.

Die Erschienenen bestätigten für sich und die Parteien zudem mit Blick auf das Geldwäschegesetz, keine politisch exponierte Person („PeP“), kein Familienmitglied einer PeP und keine einer PeP bekanntermaßen nahestehende Person, jeweils im Sinne des Geldwäschegesetzes, zu sein und dies auch in den letzten zwölf Monaten nicht gewesen zu sein.

On being asked by the Notary as to whether there had been any prior involvement of the Notary, as defined in Section 3 (1) No. 7 of the Notarization Act, the Persons Appeared affirmed that this was not the case.

The Notary satisfied himself – with reference to the Annex in English – that the appeared of the English language are sufficiently powerful.

The Notary advised the persons appearing that he is obliged to verify the powers of representation of the persons appearing and to examine the documents presented with respect to a proof of such powers. Further the Notary instructed the persons appearing that he has not advised as to any foreign laws and matters, including as to the due representation of the parties that are domiciled or incorporated in a jurisdiction other than Germany as stated in the entry into this deed.

The Notary informed that he cannot verify the validity of the power of attorney issued by the **Palasino Holdings Limited**, as attached to such deed, as a notary's certificate was missing.

After a discussion of the documentation presented today, the persons appearing declared that the parties represented by them did not wish any further proof of the powers of representation of the persons appearing and requested the Notary to continue with the notarization.

The Persons Appeared declared that the parties involved conclude this contract within the scope of their entrepreneurial activity. Having been informed of the identification obligations under the Money Laundering Act, the Persons Appeared declared that they are each acting for their own account or for the account of the parties they represent.

With regard to the Money Laundering Act, the Persons Appeared also confirmed on behalf of themselves and the Parties that they are not a politically exposed person ("PeP"), a family member of a PeP and a person known to be close to a PeP, in each case within the meaning of the Money Laundering Act, and had not been so in the last twelve months.

Nach Recherche ergab sich jedoch, dass der identische wirtschaftlich Berechtigte beider Parteien als PeP angesehen werden kann.

„Politisch exponierte Person“ ist nach § 1 Abs. 12 Satz 1 GwG jede Person, die ein hochrangiges wichtiges öffentliches Amt auf internationaler, europäischer oder nationaler Ebene oder ein öffentliches Amt unterhalb der nationalen Ebene, dessen politische Bedeutung vergleichbar ist, ausübt oder ausgeübt hat. Dies sind insbesondere Regierungsmitglieder, Mitglieder des Bundestags, Bundesrichter, Botschafter und Organe von bundeseigenen Unternehmen.

Der Notar hat die Erschienenen darauf hingewiesen, dass alle von ihnen angegebenen Daten in einer Datenbank gespeichert und für die Kommunikation mit den Beteiligten oder in ihrem Auftrag genutzt werden. Die Erschienenen sind mit der Korrespondenz per unverschlüsselten E-Mails einverstanden.

In oben bezeichneter Funktion baten die Erschienenen sodann um Beurkundung des nachfolgenden

After research it appears that the (identical) beneficial owner of the parties may be considered as a PeP.

"Politically exposed person" according to Section 1 (12) sentence 1 AMLA is any person who holds or has held a high-ranking important public office at international, European or national level or a public office below national level whose political importance is comparable. These are in particular members of the government, members of the Bundestag, federal judges, ambassadors and bodies of federally owned companies.

The notary has informed the person appearing that all data provided by him will be stored in a database and used for communication with the parties or on their behalf. The person appeared agrees with the correspondence by unencrypted e-mails.

Acting as stated above, the Persons Appeared asked for the notarization of the following

Vertrag zur Anteilsübertragung

über alle Geschäftsanteile an der

Trans World Hotels Germany GmbH
Am Reitpfad 4, 63500 Seligenstadt
Deutschland / Germany

eingetragen im Handelsregister des Amtsgerichts Offenbach am Main unter HRB 48085

- nachfolgend „**TWH Germany GmbH**“
oder „**Gesellschaft**“-

Präambel:

Der Verkäufer ist der alleinige Gesellschafter der TWH Germany GmbH. Das Stammkapital der TWH Germany GmbH beträgt EUR 25.000,00 und ist vollständig eingezahlt. Es besteht aus den folgenden Geschäftsanteilen:

Geschäftsanteil im Nennbetrag von EUR 6.200 mit der laufenden Nummer 1;

Share Transfer Agreement

of all shares in

Trans World Hotels Germany GmbH
Am Reitpfad 4, 63500 Seligenstadt
Deutschland / Germany

registered with the commercial register at the local court Offenbach am Main under HRB 48085

- hereinafter "**TWH Germany GmbH**"
or "**Company**"-

Preamble:

Transferor is the sole shareholder of TWH Germany GmbH. The share capital of TWH Germany GmbH amounts to EUR 25,000.00 and is fully paid up. It consists of one the following shares

Share in the nominal amount of EUR 6,200, with serial number 1;

Share in the nominal amount of EUR 9,400, with serial number 2;

Geschäftsanteil im Nennbetrag von EUR 9.400 mit der laufenden Nummer 2;
Geschäftsanteil im Nennbetrag von EUR 9.150 mit der laufenden Nummer 3;
Geschäftsanteil im Nennbetrag von EUR 250 mit der laufenden Nummer 4.

- nachfolgend auch die „**Geschäftsanteile**“ -

Der Verkäufer hat die Geschäftsanteile an der TWH Germany GmbH an den Erwerber verkauft gemäß Anteilskaufvertrag (Sale and Purchase Agreement) vom 19. Januar 2024, der dem Recht von Hong Kong unterliegt. Mit dieser heutigen Urkunde sollen die Geschäftsanteile auf den Käufer übertragen werden.

Dies vorausgeschickt, vereinbaren die Parteien was folgt:

§ 1 Anteilsübertragung

Der Verkäufer überträgt hiermit mit sofortiger dinglicher Wirkung an den Erwerber die von ihm gehaltenen Geschäftsanteile an der TWH Germany GmbH (Geschäftsanteil im Nennbetrag von EUR 6.200 mit der laufenden Nummer 1; Geschäftsanteil im Nennbetrag von EUR 9.400 mit der laufenden Nummer 2; Geschäftsanteil im Nennbetrag von EUR 9.150 mit der laufenden Nummer 3; Geschäftsanteil im Nennbetrag von EUR 250 mit der laufenden Nummer 4).

Der Erwerber nimmt die vorbezeichnete Abtretung an.

Die Abtretung des Anteils erfolgt jeweils mit allen Rechten und Pflichten einschließlich des Gewinnbezugsrechts für alle nichtausgeschütteten Gewinne.

Die Gesellschafterversammlung der TWH Germany GmbH hat dieser Anteilsübertragung mit dem als **Anlage 1** zu dieser Urkunde beigefügten Beschluss gem. § 14 Abs. 1 der Satzung der Gesellschaft zugestimmt. Diese Anlage ist zu reinen Informationszwecken beigefügt.

Gemäß § 14 Abs. 3 S. 1 der Satzung der Gesellschaft hat die „Gesellschafterin Trans World Corporation“ mit dem Geschäftssitz in New York ein alleiniges Vorkaufsrecht beim Verkauf von Ge-

Share in the nominal amount of EUR 9,150, with serial number 3;
Share in the nominal amount of EUR 250, with serial number 4.

- in the following also the „**Shares**“ -

Transferor sold the Shares in TWH Germany GmbH to the Transferee according to the Sale and Purchase Agreement – subject to the laws of Hong Kong - dated 19 January 2024. With this today's deed the Share shall be transferred from Transferor to Transferee.

This being said the Parties agree as follows:

§ 1 Share Transfer

Transferor hereby transfers to Transferee with immediate effect the Shares in TWH Germany GmbH (share in the nominal amount of EUR 6,200, with serial number 1; share in the nominal amount of EUR 9,400, with serial number 2; share in the nominal amount of EUR 9,150, with serial number 3; share in the nominal amount of EUR 250, with serial number 4).

Transferee accepts such transfer.

The transfer of the Shares includes all ancillary rights including rights to all profits not yet distributed.

The shareholders' meeting of TWH Germany GmbH has approved this share transfer according to Section 14 para 1 or the articles of association of the Company, with shareholders' resolution as attached as **Exhibit 1** to this deed. This appendix is attached for information purposes only.

Pursuant to Section 14 (3) 1 of the company's Articles of Association, the "shareholder Trans World Corporation" with its registered office in New York has a sole right of first refusal on the sale of shares. Trans World Corporation is not a shareholder any

schäftsanteilen. Sie ist nicht mehr Gesellschafterin. Ferner hat die Trans World Corporation ausweislich des als **Anlage 2** zu reinen Informationszwecken beigefügten „Certificate of Dissolution/Withdrawal Profit Corporation“ des Secretary of State of Nevada am 5. Mai 2021 ihre Auflösung (“Dissolution”) angemeldet und ist nach Angabe von Pavel Marsik (vormals President, Secretary und Treasurer von Trans World Corporation) aufgelöst. Pavel Marsik hat auf das Vorkaufsrecht im Namen der Trans Word Corporation mit Erklärung vom 18. Januar 2024 vorsorglich verzichtet. Eine Kopie der Verzichtserklärung ist als **Anlage 3** zu reinen Informationszwecken dieser Urkunde beigefügt.

§ 2 Gegenleistung

Die Gegenleistung für die Geschäftsanteile ergibt sich aus einem gesondert abgeschlossenen Anteilskaufvertrag. Sie beträgt EUR 11.869.000,00. Deren Begleichung erfolgt unmittelbar zwischen den Parteien und ist nicht Bedingung für den Übergang der Geschäftsanteile auf den Käufer. Ebenso enthält dieser Anteilskaufvertrags nach Auskunft der Parteien keine für diese Urkunde relevanten Abreden. Solche liegen auch im Übrigen nicht vor. Der Notar hat bezüglich der Erfüllung der Gegenleistung keine Prüfpflichten

§ 3 Garantie

Der Verkäufer garantiert, dass die vorstehenden Angaben in der Präambel bezüglich des Bestehens der Geschäftsanteile wahrheitsgemäß und korrekt erteilt wurden, dass ihm die Geschäftsanteile frei von Rechten Dritter zustehen und er in der Verfügung über diese nicht beschränkt ist.

§ 4 Grundvermögen

Der Verkäufer erklärt, dass die TWH Germany GmbH unmittelbar selbst Grundbesitz hält.

§ 5 Anwendbares Recht

Dieser Vertrag unterliegt dem deutschen Recht unter Ausschluss des internationalen Privatrechts.

longer. Furthermore, as evidenced by the attached **Exhibit 2** for information purposes only „Certificate of Dissolution/Withdrawal Profit Corporation“ des Secretary of State of Nevada, Trans World Corporation has filed for its dissolution on 5 May 2021 and is, according to the information given by Pavel Marsik (formerly President, Secretary and Treasurer of Trans World Corporation) dissolved. Pavel Marsik has – as a matter of precaution - waived the right of first refusal on behalf of Trans Word Corporation by declaration dated 18 January 2024. A copy of the waiver is attached to this deed as **Exhibit 3** for information purposes only.

§ 2 Consideration

The consideration for the above-mentioned Shares is stipulated in the Sale and Purchase Agreement which has been concluded separately. It amount to EUR 11,869,000.00. The settlement is made directly between the parties and is not a condition for the transfer of the Shares to the Transferee. Likewise, the Share and Purchase Agreement does not – as confirmed by the Parties - contain any agreements that are relevant to this deed. Also no other such side agreements exist. The Notary does not assume any duties for proof of fulfillment.

§ 3 Warranty

Transferor warrants that the above statements in the preamble regarding the existence of the Shares transferred by him are true and correct, that the transferred Shares are not encumbered with rights of third persons and that he can freely dispose of the Shares.

§ 4 Real Estate

The Transferor declared that TWH Germany GmbH does own real estate directly.

§ 5 Applicable Law

This agreement shall be governed by German law under exclusion of Private International Law.

**§ 6
Sonstiges**

Palasino Group, a.s erteilt Palasino Holdings Limited hiermit eine unwiderrufliche Vollmacht zur vollumfänglichen und unbeschränkten Ausübung aller Gesellschafterrechte bei der Gesellschaft, insbesondere dazu, das Stimmrecht in allen Gesellschafterversammlungen von der Unterzeichnung dieses Übertragungsvertrags bis zu dem Zeitpunkt in dem Palasino Holdings Limited gemäß § 16 Absatz 1 Satz 1 GmbHG als Gesellschafter gilt, auszuüben. Palasino Holdings Limited ist zur Erteilung von Untervollmachten berechtigt.

Die Kosten der Beurkundung dieses Vertrages trägt Palasino Holdings Limited.

Die Erschienenen baten um die Errichtung der Urkunde in deutscher Sprache als verbindliche Fassung. Die englische Übersetzung der Urkunde ist nur zu Informationszwecken beigefügt und nicht Bestandteil der Urkunde. Die deutsche Fassung dieses Vertrages ist maßgeblich.

Sind oder werden einzelne Bestimmungen dieses Vertrages unwirksam, so bleiben die übrigen Bestimmungen gleichwohl wirksam. Unwirksame Bestimmungen sind einvernehmlich durch solche zu ersetzen, die dem wirtschaftlichen Gewollten möglichst nahekommen. Entsprechendes gilt zur Ausfüllung etwaiger Lücken im Vertrag.

Die Parteien erklären, dass sie bei Verhandlung und Abschluss dieses Vertrages nach eigener Angabe durch fachkundige Rechtsanwälte und Steuerberater hinreichend beraten waren.

**§ 7
Belehrung / Hinweise**

Der Notar hat insbesondere auf Folgendes hingewiesen:

**§ 6
Miscellaneous**

Palasino Group, a.s hereby grants an irrevocable power of attorney to Palasino Holdings Limited to exercise all rights of a shareholder of the Company to their full extent and without restrictions and in particular to pass all shareholder's resolutions of the Company from the signing of this share transfer agreement until Palasino Holdings Limited is deemed to be shareholder pursuant to Section 16 (1) Sentence 1 of the German Limited Liability Companies Act (*Gesetz betreffend die Gesellschaften mit beschränkter Haftung*). Palasino Holdings Limited is authorized to grant sub-power of attorney.

The costs for notarization of this Agreement are to be borne by Palasino Holdings Limited.

The Appeared requested the Deed to be recorded in the German language. The English translation has been added for information purposes only and shall not be part of this Deed. The German language version of this Agreement shall prevail.

If any individual terms of this agreement are or should become inoperative, the other terms shall remain nonetheless operative. By mutual agreement, inoperative terms are to be replaced by such provisions which come as close as possible to a successful commercial outcome. The same shall apply mutatis mutandis regarding the filling of any loopholes.

The parties declared that, according to their own statements, they had been adequately advised by expert lawyers and tax advisors when negotiating and concluding this agreement.

**§ 7
Instructions / Notes**

The Notary particularly gave the following instructions and pointed out the following facts:

- dass gemäß § 16 GmbHG im Verhältnis zu TWH Germany GmbH als Inhaber eines Geschäftsanteils nur derjenige gilt, der als solcher in der im Handelsregister aufgenommenen Gesellschafterliste (§ 40 Abs. 1 GmbHG) eingetragen ist und dass der Erwerber von dem Zeitpunkt der Eintragung an neben dem Verkäufer für rückständige Einlageverpflichtungen bezüglich des erworbenen Geschäftsanteils haftet;
- dass gemäß § 40 Abs. 2 GmbHG der Notar unmittelbar im Anschluss an die Durchführung dieses Vertrages die neue Gesellschafterliste, die den Erwerber als neuen und alleinigen Gesellschafter der TWH Germany GmbH ausweist, unterzeichnen und mit seiner Bescheinigung versehen wird, dass die geänderten Eintragungen den Veränderungen entsprechen, an denen er mitgewirkt hat, und die übrigen Eintragungen mit dem Inhalt der zuletzt im Handelsregister aufgenommenen Liste übereinstimmen. Der Notar wird der TWH Germany GmbH eine Kopie der geänderten Liste übersenden.
- der Notar nicht über die steuerlichen Folgen des Vertragswerks belehrt; der Notar übernimmt auch keine Haftung für den Eintritt der von den Beteiligten möglicherweise erstrebten steuerlichen Ziele.
- Alle Vereinbarungen müssen richtig und vollständig beurkundet sein; alle nicht beurkundeten Abreden sind möglicherweise nichtig und können die Wirksamkeit des gesamten Vertrages in Frage stellen.
- Auf die Ausfallhaftung für rückständige Leistungen nach § 16 Abs. 2 GmbHG.
- Auf eine Haftung für evtl. später fällig werdende Leistungen nach §§ 22, 24 GmbHG.
- Auf die gesamtschuldnerische Haftung für die Kosten der Beurkundung.
- Zustimmungen zu diesem Vertrag durch Gesellschafter oder andere Organe erforderlich sein könnten bzw. Vorkaufsrechte bestehen können. Dies hat der Notar nicht geprüft und die Parteien verzichten insoweit auf eine Prüfung. Die Parteien erklären, dass solche Zustimmungen bzw. Vorkaufsrechte nicht erforderlich sind bzw. nicht bestehen.
- Er gemäß § 54 Einkommensteuerverordnung verpflichtet ist, dem Finanzamt eine beglaubigte Abschrift dieser Urkunde zu übermitteln.
- that pursuant to Section 16 of the Law on Limited Liability Companies, as towards TWH Germany GmbH only the party listed as shareholder in the shareholders list (Section 40 (1) of the Law on Limited Liability Companies) which has been recorded in the commercial register is deemed to be the purchaser in the event of a disposal of a share, and that, in addition to the seller, the purchaser is liable for the payments in arrears on the acquired share; and
- that, pursuant to Section 40 (2) of the Law of the Law on Limited Liability Companies, the Notary will immediately following the execution of this deed sign the new shareholders list which lists the Transferee as new and sole shareholder of TWH Germany GmbH, combine it with his certification that the amended entries are identical with the amendments caused by this deed and that the remaining entries comply with the content of the latest recorded list TWH Germany GmbH will receive a copy of the amended list from the Notary.
- the notary does not inform about the tax consequences of the contract; the notary also assumes no liability for the occurrence of the tax objectives possibly striven for by the participants.
- All agreements must be notarized correctly and completely; any arrangements not notarized may be void and may jeopardize the validity of this Agreement as a whole.
- Liability for overdue payments under § 16 (2) GmbHG.
- Liability for payments that might become due at a later date according to §§ 22, 24 GmbHG.
- Joint and several liability for the cost of this notarization.
- Approvals to this Agreement by shareholders or other bodies might be required and pre-emption rights might exist. This has not been examined by the notary public and the parties waive an examination in this respect. The parties declare that such approvals are not required and pre-emption right do not exist.
- He is obliged under Section 54 of the Income Tax Implementing Regulation to send a certified copy of this document to the tax office.

- Die im Kauf- und Abtretungsvertrag enthaltenen Angaben zu Geschäftsanteilen und Gesellschafterverhältnissen der Gesellschaft vom Notar nicht bzw. nur eingeschränkt auf ihre Richtigkeit und Vollständigkeit überprüft werden können. Die beim Handelsregister aufgenommene Gesellschafterliste gibt nicht zwingend die tatsächliche rechtliche Situation wieder.
- Im Rechtsverkehr – insbesondere im Verhältnis zur Gesellschaft – derjenige als Inhaber eines Geschäftsanteils gilt, der in der Gesellschafterliste eingetragen ist. Eine durch den jeweiligen Käufer in Bezug auf das Gesellschaftsverhältnis vorgenommene Rechtshandlung gilt nur dann als von Anfang an wirksam, wenn die (neue) Liste unverzüglich nach Vornahme der Rechtshandlung in das Handelsregister aufgenommen wird, ansonsten ist die Rechtshandlung unwirksam.
- Jeder Gesellschafter auch nach seinem Ausscheiden für die vollständige Leistung seiner Einlage weiter persönlich haftet, und zwar gesamtschuldnerisch neben dem Erwerber seines Geschäftsanteils.
- Das zur Erhaltung des Stammkapitals erforderliche Gesellschaftsvermögen nicht an die Gesellschafter zurückgewährt werden darf.
- Dass ein Anteilsabtretungsvertrag normalerweise umfangreiche Regelungen erfordert. Die Erschienenen erklären jedoch, dass der Inhalt des vorliegenden Vertrags ausführlich zwischen den Parteien besprochen wurde und keine weiteren Regelungen oder eine weitere Beratung durch den Notar notwendig oder gewünscht sind.
- The notary cannot, or can only to a limited extent, check the correctness and completeness of the information contained in the share purchase and assignment agreement regarding the company's shares and shareholder relationships. The list of shareholders recorded in the Commercial Register does not necessarily reflect the actual legal situation.
- In legal transactions - in particular in relation to the company - the person who is entered in the list of shareholders shall be deemed to be the holder of a share. A legal act performed by the respective purchaser with regard to the corporate relationship shall only be deemed effective from the beginning if the (new) list is entered in the Commercial Register immediately after the legal act has been performed, otherwise the legal act shall be invalid.
- Each shareholder is personally liable for the full effectation of his contribution even after leaving a Company, together with his successor as joint and several debtors.
- Any funds of a company which are required to cover the nominal share capital, may not be restituted to the shareholders.
- That a share assignment agreement normally requires extensive regulations. However, the appearing parties declare that the contents of the present contract have been discussed in detail between the parties and that no further regulations or further advice by the notary are necessary or desired.

**§ 8
Abschriften**

Von dieser Urkunde erhalten:

- Das Betriebsfinanzamt gem. § 54 EStDVO eine beglaubigte Abschrift;
- Palasino Group, a.s und Palasino Holdings Limited je eine beglaubigte Abschrift sowie eine PDF;
- TWH Germany GmbH eine beglaubigte Abschrift sowie eine PDF.

**§ 8
Copies**

Of this deed, the following copies shall be issued:

- To the local tax office (*Betriebsfinanzamt*) according to Section 54 of the Ordinance on the Implementation of the German Income Tax Act, one certified copy;
- Palasino Group, a.s and Palasino Holdings Limited, one certified copy each and PDF;
- TWH Germany GmbH one certified copy each and PDF.

**§ 9
Vollmachten**

Die Beteiligten beauftragen hiermit die Mitarbeiter des amtierenden Notars,

- (a) Mandy Göbel,
- (b) Christian Matthias Röper,
- (c) Sofia Fotiadou

und zwar jede von ihnen einzeln und unter Befreiung von dem Verbot der Mehrfachvertretung,

und unabhängig von der Wirksamkeit der Erklärungen sowie unwiderruflich und mit Wirkung für etwaige Erben bis zur vollständigen Durchführung der Urkunde,

für sie alle Erklärungen abzugeben oder entgegenzunehmen bzw. Beschlüsse zu fassen, die zur Durchführung dieser Urkunde erforderlich sind.

Zur Ausübung der Vollmacht sind die Bevollmächtigten nur im Einvernehmen mit den Vollmachtgebern berechtigt. Von ihr kann vor dem Notar oder seinem amtlich bestellten Vertreter Gebrauch gemacht werden.

Die Voraussetzungen zur Ausübung der Vollmacht sind Dritten gegenüber, insbesondere Gerichten und Behörden, nicht nachzuweisen.

**§ 9
Power of attorney**

The parties hereby instruct the staff of the officiating notary,

- (a) Mandy Göbel,
- (b) Christian Matthias Röper,
- (c) Sofia Fotiadou

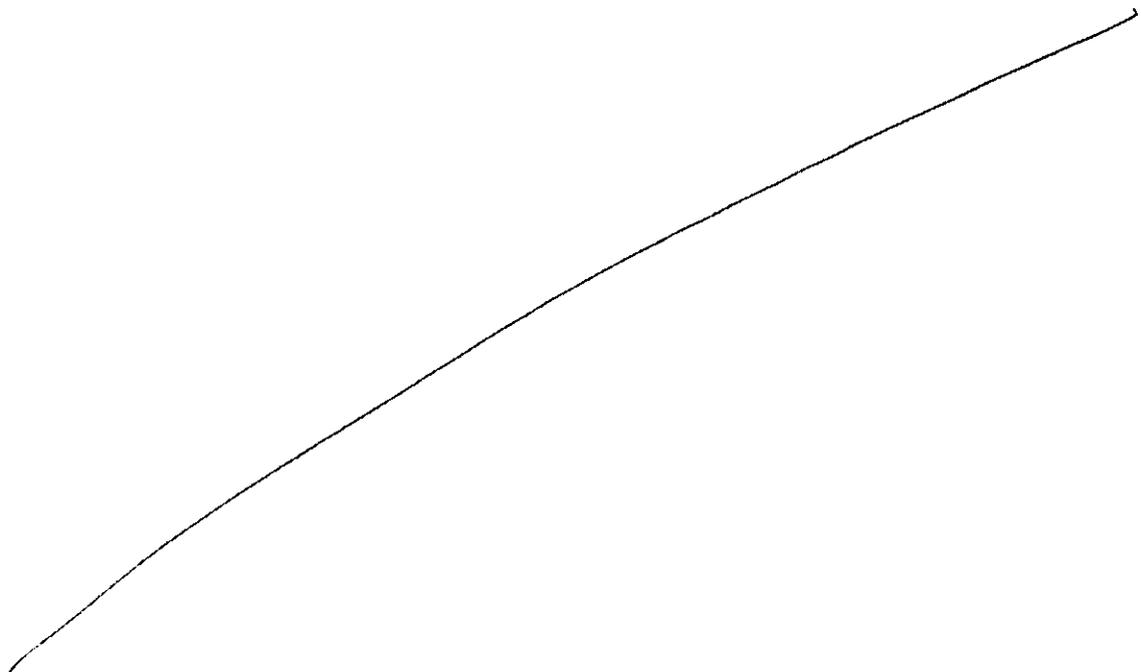
each of them individually and with exemption from the prohibition of multiple representation,

and irrespective of the validity of the declarations and irrevocably and with effect for any heirs until the deed is fully executed,

to make or receive all declarations or pass all resolutions on their behalf which are necessary for the execution of this deed.

The authorized representatives are only entitled to exercise the power of attorney in agreement with the grantors of the power of attorney. It may be exercised before the notary or his officially appointed representative.

The requirements for the exercise of the power of attorney are not to be proved to third parties, in particular to courts and authorities.



Die Anlagen 1, 2 und 3 wurden vom Notar nicht verlesen und lagen zur Durchsicht den Erschienenen vor.

Annexes 1, 2 and 3 were not read out by the notary and were available for review by those present.

Die deutsche Fassung vorstehende Niederschrift wurde den Erschienenen vom Notar vorgelesen, von ihnen umfassend genehmigt und von den Erschienenen und dem Notar eigenhändig, wie folgt, unterschrieben:

The German version of this deed was read out by the Notary to the Persons Appeared, was approved by them in its entirety and signed personally by the Persons Appeared and the Notary as follows:

P. Fabroerli
A. J.
Wagner, Notar



Anlage

Vollmachten



POWER OF ATTORNEY

VOLLMACHT

Palasino Group, a.s.
(formerly / vormal: Trans
World Hotels & Entertain-
ment, a.s.)

Česká Kubice 64,
345 32 Česká Kubice
Czech Republic,
Česká republika /
Tschechische Republik

Identification No 643 58 267, regis-
tered in the Commercial Register main-
tained by Regional Court in Plzen,
Section B, Insert No. 492

Identifikationsnummer 643 58 267, eingetra-
gen im Handelsregister des Kreisgerichts in
Pilsen, Abteilung B, Insert Nr. 492

(hereinafter referred to as “**Palasino
Group**”), duly represented by Tomáš
Kment who is authorized to represent
the company alone,

(nachfolgend “**Palasino Group**”), vertreten
durch Tomáš Kment, der die Gesellschaft
allein vertreten kann,

herewith grants power of attorney,
each individually, to the following Ger-
man attorneys (*Rechtsanwälte*)

erteilt hiermit Vollmacht, jeweils einzeln, an
die folgenden Rechtsanwälte

Dr. Christian Berger
Dr. Matthias Achenbach
Philipp Ess
Ralph Hummel
Lucia Patrizzi
Sebastian Talarowski
Anna Baum

and to each of the following legal and
notary assistants

und an jede der folgenden Anwalts- und Nota-
rassistentinnen

Ms. Franziska von Borries
Ms. Giusy Guddemi
Ms. Carola Schenk
Ms. Valentina Kraut
Ms. Sara Chbani

each of whose business address is

jeweils geschäftsansässig

avocado rechtsanwälte

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**Nextower
Thurn-und-Taxis-Platz 6,
60313 Frankfurt am Main, Ger-
many**

(hereinafter individually referred to as the "**Attorney**" and collectively referred to as the "**Attorneys**") to represent Palasino Group in every respect in connection with the following acts:

1. Acquisition and disposal as well as the transfer and assignment and acceptance of the transfer and assignment of shares in Trans World Hotels Germany GmbH.
2. Passing of shareholders' resolutions of any kind, including by waiver of all requirements as to form, in and out of shareholders meetings of a company in which Palasino Group holds or shall hold a participation, including but not limited its approval as shareholder to merger agreements between any of its direct and/or indirect subsidiaries.

This Power of Attorney also includes the power to agree the terms of and any amendments to, any agreements which are necessary or desirable in this context, the power to make and receive all declarations, including declarations against courts, tax authorities and other authorities, and to take all measures which are necessary or desirable in this context, whether in private written form (private Schriftform) or in notarial form. If the aforementioned powers of attorney refer to legal and economic contexts, this shall only be for the purpose of the internal relationship between principals and attorneys. Externally, the power of attorney shall be valid without evidence of the economic or legal context of the legal transactions carried out under this power of attorney.

(nachfolgend einzeln **Bevollmächtigte(r)**" und gemeinsam die "**Bevollmächtigten**" genannt), Palasino Group in jeder Hinsicht im Zusammenhang mit der Vornahme folgender Rechtshandlungen zu vertreten:

1. Erwerb und Veräußerung sowie die Abtretung und Annahme der Abtretung von Geschäftsanteilen an Trans World Hotels Germany GmbH.
2. Beschlussfassungen jeglicher Art, auch unter Verzicht auf sämtliche verzichtbaren Förmlichkeiten, innerhalb und außerhalb von Gesellschafterversammlungen einer Gesellschaft, an der Palasino Group beteiligt ist oder sein wird, einschließlich, aber nicht beschränkt auf die Zustimmung als Gesellschafterin zu Verschmelzungsverträgen zwischen ihren direkten und/oder indirekten Tochtergesellschaften.

Diese Vollmacht berechtigt auch zum Abschluss aller weiteren in diesem Zusammenhang erforderlichen oder zweckmäßigen Verträge und zur Vereinbarung jeglicher Änderungen sowie dazu, Erklärungen, insbesondere solchen gegenüber Gerichten, Steuerbehörden und anderen Behörden, abzugeben und zu empfangen und alle Rechtshandlungen vorzunehmen, die in diesem Zusammenhang erforderlich oder wünschenswert sind, gleichgültig ob in privater Schriftform oder in notarieller Form. Insofern die vorstehenden Vollmachten auf rechtliche und wirtschaftliche Zusammenhänge Bezug nehmen, erfolgt dies nur für Zwecke des Innenverhältnisses zwischen Vollmachtgeber und Bevollmächtigten. Im Außenverhältnis ist die Vollmacht ohne Nachweis des wirtschaftlichen oder rechtlichen Zusammenhangs der in Vertretung vorgenommenen Rechtsgeschäfte gültig.

The Attorneys shall also be authorized to approve any declaration made by them as proxy without power of attorney.

Each of the Attorneys shall be authorized to represent Palasino Group by single signature and shall be exempt from the restrictions of section 181 of the German Civil Code. The Attorneys are authorized to delegate their powers under this power of attorney, including the exemption from the restrictions of section 181 of the German Civil Code.

This Power of Attorney shall be broadly construed in order to serve its purpose.

The German language version of this power of attorney shall prevail.

This Power of Attorney and any dispute, controversy, proceedings of claims of whatsoever nature arising out of or in any way relating to it or its formation shall be governed by and construed in accordance with German law.

This Power of Attorney will automatically terminate ein (1) year from the date of signature or if Palasino Group gives written notice revoking this Power of Attorney, immediately upon receipt of that notice by the Attorney.

Die Bevollmächtigten sind auch befugt, von ihnen ausdrücklich als Vertreter ohne Vertretungsmacht abgegebene Erklärungen zu genehmigen.

Die Bevollmächtigten sind jeweils befugt Palasino Group einzeln zu vertreten und werden jeweils von den Beschränkungen des § 181 BGB befreit. Die Bevollmächtigten sind berechtigt, Untervollmacht einschließlich der Befreiung von den Beschränkungen des § 181 BGB zu erteilen.

Die Vollmacht soll umfassend ausgelegt werden, um den Zweck ihrer Erteilung zu verwirklichen.

Die deutsche Fassung dieser Vollmacht ist die maßgebliche Fassung.

Diese Vollmacht und alle Auslegungsfragen, Streitigkeiten oder Ansprüche jeglicher Art und aus jeglichem Rechtsgrund aus oder in Zusammenhang mit dieser Vollmacht oder ihrem Zustandekommen unterliegen deutschem Recht.

Diese Vollmacht erlischt automatisch ein (1) Jahr nach dem Datum der Unterzeichnung oder, wenn Palasino Group diese Vollmacht schriftlich widerruft, unmittelbar nach Erhalt dieser Mitteilung durch den Bevollmächtigten.

PRAGA, 21.12.2023
place / date

Geschäftsführer / director
Palasino Group, a.s.

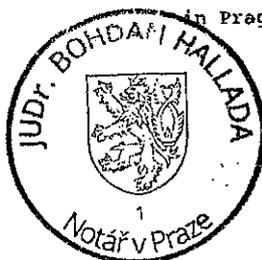
name in letters: Tomáš Kment

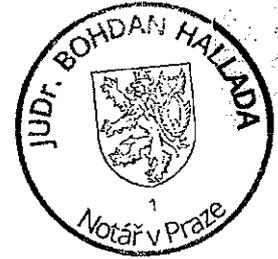
Unterschriftsbeglaubigung

Ich beglaube, dass diese Urkunde vor mir unter Nr. 114MADVY von folgender Person eigenhändig unterzeichnet wurde, deren Identität nachgewiesen wurde:

Ing. Tomáš Kment, 03.01.1966, č.p. 328, 34502 Kout na Šumavě.

in Prag, 21.12.2023





APOSTILLE
(Convention de La Haye du 5 octobre 1961)

1. **Česká republika**
Czech Republic
Tato veřejná listina
This public document

2. byla podepsána JUDr. Bohdan Hallada
has been signed

3. funkce Notář
acting in capacity of

4. opatřena razítkem JUDr. Bohdan Hallada, notář v Praze
bears the seal/stamp of

.....

OVĚŘENO
CERTIFIED

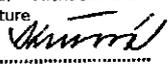
5. V Praze
in Prague

6. dne 21.12.2023
date

7. **Notářská komora České republiky**
Notarial Chamber of the Czech republic

8. čís. 3188PTI
N°

9. kolek/razítko
duty stamp/stamp:

10. Podpis: Michaela Křížová
Signature


.....





Výpis

z obchodního rejstříku, vedeného
Krajským soudem v Plzni
oddíl B, vložka 492

Datum vzniku a zápisu:	6. září 1995
Spisová značka:	B 492 vedená u Krajského soudu v Plzni
Obchodní firma:	Palasino Group, a.s.
Sídlo:	č.p. 64, 345 32 Česká Kubice
Identifikační číslo:	643 58 267
Právní forma:	Akciová společnost
	založena bez konání ustavující valné hromady rozhodnutím jediného zakladatele ve formě notářského zápisu notářky v Kladně I. Liškové pod sp. zn. NZ 187/95, N 184/95 ze dne 2. 5. 1995, přijetím zakladatelské smlouvy a schválením stanov.

Předmět podnikání:

hostinská činnost
směnárenská činnost
výroba, instalace, opravy elektrických strojů a přístrojů, elektronických a telekomunikačních zařízení
prodej kvasného lihu, konzumního lihu a lihovin
kosmetické služby
pedikúra, manikúra
provozování hazardních her
zprostředkování obchodu a služeb
velkoobchod a maloobchod
ubytovací služby
nákup, prodej, správa a údržba nemovitostí
poradenská a konzultační činnost, zpracování odborných studií a posudků
reklamní činnost, marketing, mediální zastoupení
provozování kulturních, kulturně-vzdělávacích a zábavních zařízení, pořádání kulturních produkcí, zábav, výstav, veletrhů, přehlídek, prodejních a obdobných akcí
provozování tělovýchovných a sportovních zařízení a organizování sportovní činnosti
výroba, obchod a služby jinde nezařazené
silniční motorová doprava - osobní provozovaná vozidly určenými pro přepravu nejvýše 9 osob včetně řidiče

Statutární orgán - představenstvo:

předseda

představenstva:

PAVEL MARŠÍK, dat. nar. 2. listopadu 1972
Ke Stromečkům 1510, 253 01 Hostivice
Den vzniku funkce: 6. srpna 2020
Den vzniku členství: 1. srpna 2020

člen představenstva:

COLIN CHAPMAN STEWART, dat. nar. 5. února 1965
Nová Oblekovická 254/20, Oblekovice, 671 81 Znojmo
Den vzniku členství: 1. prosince 2015

člen představenstva:

Ing. TOMÁŠ KMENT, dat. nar. 3. ledna 1966
č.p. 328, 345 02 Kout na Šumavě

	Den vzniku členství: 29. května 2019
Počet členů:	3
Způsob jednání:	Za společnost jedná každý člen představenstva samostatně, za společnost podepisuje představenstvo tak, že k napsané nebo vytištěné obchodní firmě společnosti, nebo otisku razítka obsahujícímu obchodní firmu společnosti, připojí svůj podpis samostatně kterýkoliv člen představenstva.
Dozorčí rada:	
Člen dozorčí rady:	MAREK SEDLÁČEK, dat. nar. 27. listopadu 1979 č.p. 243, 382 72 Dolní Dvořiště Den vzniku členství: 20. ledna 2020
Člen dozorčí rady:	JOHN FRIAR, dat. nar. 5. listopadu 1972 Studentská 2086/63, Bolevec, 323 00 Plzeň Den vzniku členství: 1. srpna 2020
Člen dozorčí rady:	Mgr. JIŘÍ BROŽ, dat. nar. 18. května 1980 Jana Masaryka 330/48, Vinohrady, 120 00 Praha 2 Den vzniku členství: 1. srpna 2020
Počet členů:	3
Jediný akcionář:	FEC Overseas Investment (UK) Limited M24DN Manchester, Northern Assurance Building, Second Floor, 9-21 Princess Street, Spojené království Velké Británie a Severního Irska Registrační číslo: 11169889
Akcie:	400 ks akcie na jméno v listinné podobě ve jmenovité hodnotě 75 000,- Kč 100 ks akcie na jméno v listinné podobě ve jmenovité hodnotě 700 000,- Kč
Základní kapitál:	100 000 000,- Kč Splaceno: 100 000 000,- Kč
Ostatní skutečnosti:	Společnost AMERICAN CHANCE CASINOS a.s., IČ 643 58 267, se sídlem Česká Kubice 64, PSČ 345 32 je právním nástupcem společnosti Atlantic Properties s.r.o., IČ 645 78 038, se sídlem Česká Kubice 64, okres Domažlice, PSČ 345 32, zapsané v obchodním rejstříku vedeném Krajským soudem v Plzni, oddíl C, vložka 9927. Společnost AMERICAN CHANCE CASINOS a.s. v rámci sloučení převzala jmění zanikající společnosti Atlantic Properties s.r.o. Společnost AMERICAN CHANCE CASINOS a.s., IČ 643 58 267, se sídlem Česká Kubice 64, PSČ 345 32 je právním nástupcem společností (i) ACC Slot, s.r.o., IČ 279 72 640, (ii) LMJ Slot, s.r.o., IČ 643 57 716, a (iii) Hollywood Spin, s.r.o., IČ 263 59 766, všechny sídlem Česká Kubice 64, PSČ 345 32 a zapsané v obchodním rejstříku vedeném Krajským soudem v Plzni, v oddílu C, a vložce (dle pořadí uvedeném výše): (i) 19461, (ii) 6854, (iii) 15231. Společnost AMERICAN CHANCE CASINOS a.s. v rámci sloučení převzala jmění zanikajících společností ACC Slot, s.r.o., LMJ Slot, s.r.o. a Hollywood Spin, s.r.o. Společnost Trans World Hotels & Entertainment, a.s., IČ 643 58 267, sídlem Česká Kubice 64, PSČ 345 32, je právním nástupcem společnosti TRANS WORLD HOTELS, k.s., IČ 263 63 658, sídlem Česká Kubice 64, PSČ 345 32. Společnost Trans World Hotels & Entertainment, a.s. v rámci převodu jmění na společníka převzala jmění zanikající společnosti TRANS WORLD HOTELS, k.s. Obchodní korporace se podřídila zákonu jako celku postupem podle § 777 odst. 5 zákona č. 90/2012 Sb., o obchodních společnostech a družstvech.

Na společnost Trans World Hotels & Entertainment, a.s. jako společnost nástupnickou přešlo fúzí sloučením veškeré jmění zanikajících společností SC98A,s.r.o., IČO 25672258, se sídlem č.p. 64, 345 32 Česká Kubice, zapsané v obchodním rejstříku vedeném u Krajského soudu v Plzni v oddílu C, vložce č. 13494, a 21st Century Resorts a. s., IČO 64358275, se sídlem č.p. 64, 345 32 Česká Kubice, zapsané v obchodním rejstříku vedeném u Krajského soudu v Plzni, v oddílu B, vložce č. 493; rozhodným dnem fúze je 1. duben 2020.



Ověřuji pod pořadovým číslem V 1948/2023, že tato listina, která vznikla převedením výstupu z informačního systému veřejné správy z elektronické podoby do podoby listinné, skládající se z 2 listů, se doslovně shoduje s obsahem výstupu z informačního systému veřejné správy v elektronické podobě.

V Praze dne 05.12.2023

Mgr. Matouš Hoffmann
„notářský kandidát“
pověřený Mgr. Františkem Novotným
notářem v Praze



translation

This extract

shall be Mgr

date of formation
incorporation
file number
business registration
registered
company

legal form

subject of

APOSTILLE	
(Convention de La Haye du 5 octobre 1961)	
1. Česká republika Czech Republic	
Tato veřejná listina This public document	
2. byla podepsána Mgr. Matouš Hoffmann has been signed	
3. funkce Notářský kandidát acting in capacity of	
4. opatřena razítkem Mgr. František Novotný, notář v Praze bears the seal/stamp of	
.....	
OVĚŘENO CERTIFIED	
5. V Praze in Prague	6. dne 05.12.2023 date
7. Notářská komora České republiky Notarial Chamber of the Czech republic	
8. čís. 31779GE N°	
9. kolek/razítko duty stamp/stamp:	10. Podpis: Michaela Křížová Signature
.....	

Governor
Chair
Board

Member
of D

Data valid



Extract

from the Commercial Register
maintained by the Regional Court
in Pilsen, Section B, Insert 492

Date of formation and incorporation:	6 September 1995
File number:	B 492 maintained by the Regional Court in Pilsen
Business name:	Palasino Group, a.s.
Registered office:	No. 64, 345 32 Česká Kubice
Company ID No.:	643 58 267

Legal form: Joint-stock company established without a constituent General Meeting being held by decision of the sole founder in the form of a notarial deed drafted by I. Lišková, notary in Kladno under file no. NZ 187/95, N 184/95 dated 2 May 1995, with the Memorandum of Association being adopted and the Articles of Association being approved.

Subject of enterprise:

- Restaurant services
- Foreign exchange services
- Manufacture, installation and repairs of electrical machinery and instruments and electronic and telecommunication equipment
- Sale of fermented alcohol, potable alcohol and liquor
- Cosmetic services
- Chiropody and manicure
- Gambling
- Procurement of business and services
- Wholesale and retail trade
- Accommodation services
- Purchase, sale, management and maintenance of real estate
- Consultancy and advisory services, drafting of expert studies and opinions
- Advertising, marketing and media representation
- Operation of cultural, cultural-educational and entertainment facilities, organisation of cultural performances, parties, exhibitions, fairs, shows, sales and similar events
- Operation of physical education and sports facilities and organisation of sports activities
- Manufacture, trade and services not classified elsewhere
- Road motor passenger transport operated using vehicles designed to transport up to 9 persons including the driver

Governing body – Board of Directors:

Chairman of the Board of Directors:

PAVEL MARŠÍK, born on 2 November 1972
Ke Stomečkům 1510, 253 01 Hostivice
Effective date of appointment: 6 August 2020
Effective date of membership: 1 August 2020

Member of the Board of Directors:

COLIN CHAPMAN STEWART, born on 5 February 1965
Nová Oblekovicská 254/20, Oblekovice, 671 81 Znojmo

Effective date of membership: 1 December 2015

Member of the Board of Directors:

Ing. TOMÁŠ KMENT, born on 3 January 1966
No. 328, 345 02 Kout na Šumavě

Effective date of membership: 29 May 2019

Number of members: 3

Manner of representation:

Each member of the Board of Directors acts individually on behalf of the Company; the Board of Directors signs documents on behalf of the Company by any of the members of the Board of Directors attaching his/her signature to the written or printed business name of the Company or to the impression of the stamp containing the business name of the Company.

Supervisory Board:

Member of the Supervisory Board:

MAREK SEDLÁČEK, born on 27 November 1979
No. 243, 382 72 Dolní Dvořiště
Effective date of membership: 20 January 2020

Member of the Supervisory Board:

JOHN FRIAR, born on 5 November 1972
Studentská 2086/63, Bolevec, 323 00 Pilsen
Effective date of membership: 1 August 2020

Member of the Supervisory Board:

Mgr. JIŘÍ BROŽ, born on 18 May 1980
Jana Masaryka 330/48, Vinohrady, 120 00 Prague 2
Effective date of membership: 1 August 2020

Number of members: 3

Sole shareholder:

FEC Overseas Investment (UK) Limited
M24DN Manchester, Northern Assurance Building, Second Floor, 9–21 Princess Street, United Kingdom of Great Britain and Northern Ireland
Registration No.: 11169889

Shares:

400 registered share certificates with a par value of CZK 75,000 per share
100 registered share certificates with a par value of CZK 700,000 per share

Registered capital:

CZK 100,000,000
Paid up: CZK 100,000,000

Miscellaneous:

AMERICAN CHANCE CASINOS a.s., Company ID No.: 643 58 267, with its registered office at Česká Kubice 64, Postal Code 345 32, is the legal successor of Atlantic Properties s.r.o., Company ID No.: 645 78 038, with its registered office at Česká Kubice 64, Domažlice district, Postal Code 345 32, incorporated in the Commercial Register kept by the Regional Court in Pilsen, Section C, Insert 9927. As part of the merger, AMERICAN CHANCE CASINOS a.s. took over the assets of the dissolved company Atlantic Properties s.r.o.

AMERICAN CHANCE CASINOS a.s., ID No. 643 58 267, with its registered office at Česká Kubice 64, Postal Code 345 32, is the legal successor of (i) ACC Slot, s.r.o., ID No. 279 72 640, (ii) LMJ Slot, s.r.o., ID No. 643 57 716, and (iii) Hollywood Spin, s.r.o., ID No. 263 59 766, all with their registered office at Česká Kubice 64, Postal Code 345 32, and entered in the Commercial Register maintained by the Regional Court in Pilsen, Section C, Insert (in the order of companies as listed above): (i) 19461, (ii) 6854, (iii) 15231. As part of a merger, AMERICAN CHANCE CASINOS a.s. took over the assets of the dissolved

companies ACC Slot, s.r.o., LMJ Slot, s.r.o. and Hollywood Spin, s.r.o.

Trans World Hotels & Entertainment, a.s., Company ID No.: 643 58 267, with its registered office at Česká Kubice 64, Postal Code 345 32, is the legal successor of TRANS WORLD HOTELS, k.s., Company ID No.: 263 63 658, with its registered office at Česká Kubice 64, Postal Code 345 32. As part of the transfer of assets to a member, Trans World Hotels & Entertainment, a.s. took over the assets of the dissolved company TRANS WORLD HOTELS, k.s.

The corporation has undertaken to comply with the requirements laid down in Section 777(5) of Act No. 90/2012 Coll., on commercial companies and cooperatives.

All of the assets of the dissolved companies SC98A, s.r.o., Company ID No.: 25672258, with its registered office at No. 64, 345 32 Česká Kubice, incorporated in the Commercial Register kept by the Regional Court in Pilsen, Section C, Insert 13494, and 21st Century Resorts a.s., Company ID No.: 64358275, with its registered office at No. 64, 345 32 Česká Kubice, incorporated in the Commercial Register kept by the Regional Court in Pilsen, Section B, Insert 493, passed to Trans World Hotels & Entertainment, a.s., as the successor company; the effective date of the merger is 1 April 2020.

I hereby certify under serial number V 1948/2023 that this document, which was created by conversion of an output from the public administration information system from electronic to printed form, consisting of 2 sheets, corresponds to the output from the public administration information system in electronic form.

In Prague, on 5 December 2023

Signature.....[signature].....Seal.....
[seal] * Mgr. František Novotný * notary in Prague, -1-

[stamp]
Mgr. Matouš Hoffmann
notarial candidate authorized by
Mgr. František Novotný,
notary in Prague

APOSTILLE	
(Convention de La Haye du 5 octobre 1961)	
1. Czech Republic	
This public document	
2. has been signed by Mgr. Matouš Hoffmann	
3. acting in the capacity of notarial candidate	
4. bears the seal of Mgr. František Novotný, notary in Prague	
CERTIFIED	
5. in Prague	6. date: 5 December 2023
7. Notarial Chamber of the Czech Republic	
8. No.: 31779GE	
9: duty stamp/stamp:	10. Signature:
	[illegible] Michaela Křížová

[seal] NOTARIAL CHAMBER OF THE CZECH REPUBLIC, 1

PŘEKLADATELSKÁ DOLOŽKA

Já, Mgr. Lukáš Utíkal, jsem provedl překladatelský úkon jako tlumočník jmenovaný podle zákona č. 36/1967 Sb. rozhodnutím předsedy Krajského soudu v Ostravě ze dne 18. září 2007, č.j. Spr 3362/07, pro jazyk český a anglický, zapsaný v seznamu soudních tlumočnicků a soudních překladatelů vedeném Ministerstvem spravedlnosti ČR, v souladu s § 44 zákona č. 354/2019 Sb., o soudních tlumočnících a soudních překladatelích.

Úkon byl zadán orgánem veřejné moci: - - - pod č.j. - - -

K provedení úkonu jsem přibral(a) konzultanta: - - - z důvodu - - -

Uvedený konzultant posuzoval tyto dílčí otázky: - - -

Stvrzuji, že překlad souhlasí s textem připojené listiny.

TRANSLATOR'S PROVISION

I, Mgr. Lukáš Utíkal, have conducted the translating operation as a translator appointed under Act 36/1967 Coll. by decision of the Presiding Judge of the Regional Court in Ostrava dated 18 September 2007 under Ref. No. Spr 3362/07 for the Czech and English language, entered on the list of sworn translators and interpreters maintained by the Ministry of Justice of the Czech Republic, in accordance with Section 44 of Act 354/2019 Coll., on sworn translators and sworn interpreters.

The translating operation was commissioned to me by public authority - - - under ref no. - - -

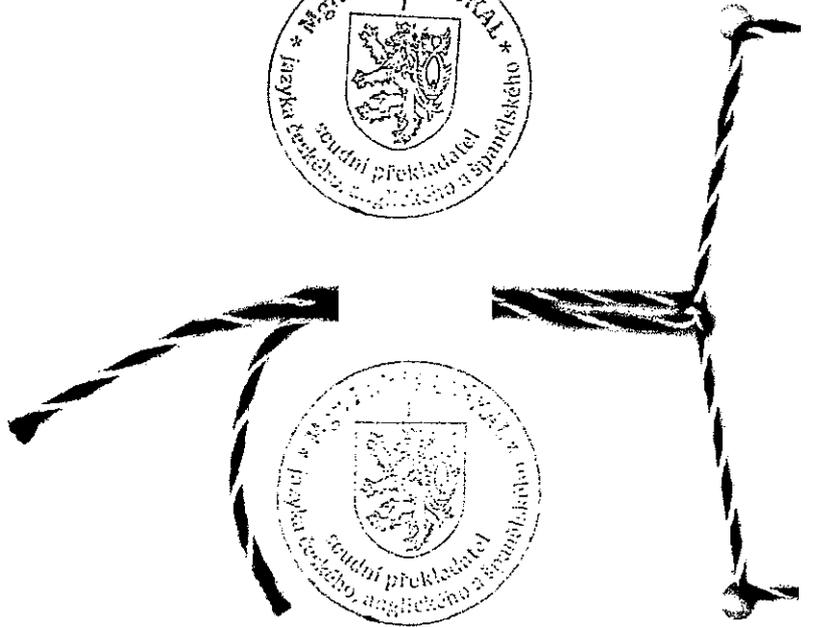
I have taken on - - - as consultant on the grounds of - - - in order to address the following partial issues: - - -

I hereby certify that the translation is in agreement with the text of the attached document.

Úkon je zapsán v evidenci úkonů pod číslem / This translating operation is recorded in my translator's journal under serial number: 182352/2023

V Praze, dne / In Prague, date: 7. 12. 2023



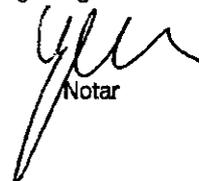



Die wörtliche Übereinstimmung vorstehen-
der - ~~unterschiedlicher~~ - Abschrift - Fotokopie -
mit der mir vorliegenden ~~Urschrift~~

~~-----~~ - ~~Ausfertigung~~ - beglaubigten

Abschrift - beglaubige ich.

Frankfurt am Main, den
22. 01. 2024


Notar



POWER OF ATTORNEY

beglaubigte Abschrift

VOLLMACHT

Palasino Holdings Limited
Cricket Square, Hutchins
Drive, PO Box 2681,
Grand Cayman, KY1-1111,
Cayman Islands

(hereinafter referred to as "**Palasino Holdings**"), duly represented by Pavel Marsik, who is authorized to represent the company Palasino Holdings alone,

(nachfolgend "**Palasino Holdings**"), vertreten durch Pavel Marsik, der die Gesellschaft Palasino Holdings allein vertreten kann,

herewith grants power of attorney, each individually, to the following German attorneys (*Rechtsanwälte*)

erteilt hiermit Vollmacht, jeweils einzeln, an die folgenden Rechtsanwälte

Dr. Christian Berger
Dr. Matthias Achenbach
Philipp Ess
Ralph Hummel
Lucia Patrizzi
Sebastian Talarowski
Anna Baum

and to each of the following legal and notary assistants

und an jede der folgenden Anwalts- und Notarassistentinnen

Ms. Franziska von Borries
Ms. Giusy Guddemi
Ms. Carola Schenk
Ms. Valentina Kraut
Ms. Sara Chbani

each of whose business address is

jeweils geschäftsansässig

avocado rechtsanwälte
Nextower
Thurn-und-Taxis-Platz 6,
60313 Frankfurt am Main, Ger-
many

(hereinafter individually referred to as the "**Attorney**" and collectively referred to as the "**Attorneys**") to represent Palasino Holdings in every respect in connection with the following acts:

(nachfolgend einzeln **Bevollmächtigte(r)** und gemeinsam die "**Bevollmächtigten**" genannt), Palasino Holdings in jeder Hinsicht im Zusammenhang mit der Vornahme folgender Rechtshandlungen zu vertreten:

under the

1. Acquisition and disposal as well as the transfer and assignment and acceptance of the transfer and assignment of shares in Trans World Hotels Germany GmbH.
2. Passing of shareholders' resolutions of any kind, including by waiver of all requirements as to form, in and out of shareholders meetings of a company in which Palasino Holdings holds or shall hold a participation, including but not limited its approval as shareholder to merger agreements between any of its direct and/or indirect subsidiaries.

This Power of Attorney also includes the power to agree the terms of and any amendments to, any agreements which are necessary or desirable in this context, the power to make and receive all declarations, including declarations against courts, tax authorities and other authorities, and to take all measures which are necessary or desirable in this context, whether in private written form (private Schriftform) or in notarial form. If the aforementioned powers of attorney refer to legal and economic contexts, this shall only be for the purpose of the internal relationship between principals and attorneys. Externally, the power of attorney shall be valid without evidence of the economic or legal context of the legal transactions carried out under this power of attorney.

The Attorneys shall also be authorized to approve any declaration made by them as proxy without power of attorney.

Each of the Attorneys shall be authorized to represent Palasino Holdings by single signature and shall be exempt from the restrictions of section 181 of the German Civil Code. The Attorneys are authorized to delegate their powers

1. Erwerb und Veräußerung sowie die Abtretung und Annahme der Abtretung von Geschäftsanteilen an Trans World Hotels Germany GmbH.
2. Beschlussfassungen jeglicher Art, auch unter Verzicht auf sämtliche verzichtbaren Förmlichkeiten, innerhalb und außerhalb von Gesellschafterversammlungen einer Gesellschaft, an der Palasino Holdings beteiligt ist oder sein wird, einschließlich, aber nicht beschränkt auf die Zustimmung als Gesellschafterin zu Verschmelzungsverträgen zwischen ihren direkten und/oder indirekten Tochtergesellschaften.

Diese Vollmacht berechtigt auch zum Abschluss aller weiteren in diesem Zusammenhang erforderlichen oder zweckmäßigen Verträge und zur Vereinbarung jeglicher Änderungen sowie dazu, Erklärungen, insbesondere solchen gegenüber Gerichten, Steuerbehörden und anderen Behörden, abzugeben und zu empfangen und alle Rechtshandlungen vorzunehmen, die in diesem Zusammenhang erforderlich oder wünschenswert sind, gleichgültig ob in privater Schriftform oder in notarieller Form. Insofern die vorstehenden Vollmachten auf rechtliche und wirtschaftliche Zusammenhänge Bezug nehmen, erfolgt dies nur für Zwecke des Innenverhältnisses zwischen Vollmachtgeber und Bevollmächtigten. Im Außenverhältnis ist die Vollmacht ohne Nachweis des wirtschaftlichen oder rechtlichen Zusammenhangs der in Vertretung vorgenommenen Rechtsgeschäfte gültig.

Die Bevollmächtigten sind auch befugt, von ihnen ausdrücklich als Vertreter ohne Vertretungsmacht abgegebene Erklärungen zu genehmigen.

Die Bevollmächtigten sind jeweils befugt Palasino Holdings einzeln zu vertreten und werden jeweils von den Beschränkungen des § 181 BGB befreit. Die Bevollmächtigten sind berechtigt, Untervollmacht einschließlich der Befreiung von den Beschränkungen des § 181

under this power of attorney, including the exemption from the restrictions of section 181 of the German Civil Code.

This Power of Attorney shall be broadly construed in order to serve its purpose.

The German language version of this power of attorney shall prevail.

This Power of Attorney and any dispute, controversy, proceedings of claims of whatsoever nature arising out of or in any way relating to it or its formation shall be governed by and construed in accordance with German law.

This Power of Attorney will automatically terminate ein (1) year from the date of signature or if Palasino Holdings gives written notice revoking this Power of Attorney, immediately upon receipt of that notice by the Attorney.

BGB zu erteilen.

Die Vollmacht soll umfassend ausgelegt werden, um den Zweck ihrer Erteilung zu verwirklichen.

Die deutsche Fassung dieser Vollmacht ist die maßgebliche Fassung.

Diese Vollmacht und alle Auslegungsfragen, Streitigkeiten oder Ansprüche jeglicher Art und aus jeglichem Rechtsgrund aus oder in Zusammenhang mit dieser Vollmacht oder ihrem Zustandekommen unterliegen deutschem Recht.

Diese Vollmacht erlischt automatisch ein (1) Jahr nach dem Datum der Unterzeichnung oder, wenn Palasino Holdings diese Vollmacht schriftlich widerruft, unmittelbar nach Erhalt dieser Mitteilung durch den Bevollmächtigten.

PRAGUE 21/12/2023
place / date

Geschäftsführer / director
Palasino Holdings Limited

name in letters: Pavel Marsik

Unterschriftsbeglaubigung

Ich beglaubige, dass diese Urkunde vor mir unter Nr. 114WA108 von folgender Person eigenhändig unterzeichnet wurde, deren Identität nachgewiesen wurde:

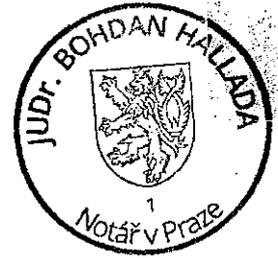
Pavel Maršík, 02.11.1972, Ke Stromečkům 1510, 25301 Hostivice.

in Prag, 21.12.2023





a1



APOSTILLE (Convention de La Haye du 5 octobre 1961)	
1. Česká republika Czech Republic	
Tato veřejná listina This public document	
2. byla podepsána JUDr. Bohdan Hallada has been signed	
3. funkce Notář acting in capacity of	
4. opatřena razítkem JUDr. Bohdan Hallada, notář v Praze bears the seal/stamp of	
OVĚŘENO CERTIFIED	
5. V Praze In Prague	6. dne 21.12.2023 date
7. Notářská komora České republiky Notarial Chamber of the Czech republic	
8. čís. 31880WT N°	
9. kolek/razítko duty stamp/stamp:	10. Podpis: Michaela Křížová Signature 



NOTARIAL CERTIFICATE

To All to whom these presents shall come

I, SO CHE WING REX of the Hong Kong Special Administrative Region *Notary Public* duly authorised and qualified to practise in Hong Kong Special Administrative Region *Do Hereby Certify* that the "*SECRETARY'S CERTIFICATE* " attached to this certificate was signed in my presence on the 29th day of December 2023 by *LAW, Kwok Tai (羅國泰)*, secretary of *Palasino Holdings Limited*, the said "*LAW, Kwok Tai (羅國泰)*" having been identified by production of his Hong Kong Permanent Identity Card No.D705325(9).

I assume no responsibility for the contents of the documents referred to in this certificate.

In Faith and Testimony whereof I the said Notary have subscribed my name and affixed my seal of office at the Hong Kong Special Administrative Region aforesaid this 2nd day of January Two Thousand and Twenty Four.


SO CHE WING REX
NOTARY PUBLIC
HONG KONG S.A.R.

I, the undersigned
that I am the duly
Secretary of Palace
-4 in ti

This Apostille only certifies the authenticity of the signature and the capacity of the person who has signed the public document, and, where appropriate, the identity of the seal or stamp which the public document bears. This Apostille does not certify the content of the document for which it was issued. To verify the Issuance of this Apostille, see

"https://www.judiciary.hk/en/court_services_facilities/apostille_verification.html"

此項文件加簽僅就公共文件上簽署的真確性、簽署人的身分及，如適用的話，文件上的蓋章蓋印予以證明。此項文件加簽並不就文件的內容作出證明。就發出此文件加簽之查證，見 "https://www.judiciary.hk/zh/court_services_facilities/apostille_verification.html"

APOSTILLE (Convention de La Haye du 5 octobre 1961)			
1. Country: 國家/地區	Hong Kong, China 中國香港		
This public document 此公共文件			
2. has been signed by 簽署人為	So Che Wing Rex		
3. acting in the capacity of 其行事的身分為	Notary Public 公證人		
4. bears the seal / stamp of 蓋有的蓋章/蓋印	So Che Wing Rex		
Certified 加簽證明			
5. at 在	High Court 高等法院	6. the 於	05 JAN 2024 2024年01月05日
7. by 由	Simon KWANG Registrar, High Court 鄭卓宏 高等法院司法常務官		
8. No 編號	1638 / 2024		
9. Seal / stamp: 蓋章/蓋印	10. Signature: 簽署		

Reference Code 參考編號: 509A7A5B



Palasino Holdings Limited

SECRETARY'S CERTIFICATE

I, the undersigned Kwok Tai LAW, hereby certify that I am the duly elected, qualified and acting Secretary of Palasino Holdings Limited, a company incorporated in the Cayman Islands with address Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands, and as Secretary of the Company having custody of its minute books, hereby further certify that:

Ich, die Unterzeichnete Kwok Tai LAW, bescheinige hiermit, dass ich die ordnungsgemäß gewählte, qualifizierte und amtierende Secretary der Palasino Holdings Limited, a company incorporated in the Cayman Islands with address Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands, bin und als Secretary der Gesellschaft, die das "Minute Book" der Gesellschaft treuhänderisch verwaltet, bestätige ich des Weiteren, dass:

1. Palasino Holdings Limited is validly represented by the following officer (Executive Director, Chief Executive Officer and Chief Financial Officer) acting alone:

1. Palasino Holdings Limited wird rechtswirksam durch das folgende alleine handelnde Mitglied der Geschäftsführung (Executive Director, Chief Executive Officer and Chief Financial Officer) vertreten:

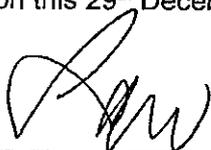
Pavel MARSIK 

2. Pavel MARSIK is in particular authorized to grant the power of attorney which is attached as Exhibit in connection with taking ownership of all or part of the shares in Trans World Hotels Germany GmbH

2. Pavel MARSIK ist insbesondere berechtigt, die als Anlage beigefügte Vollmacht im Zusammenhang mit dem Erwerb von allen oder einem Teil der Geschäftsanteile an Trans World Hotels Germany GmbH abzugeben.

IN WITNESS WHEREOF, I have hereunto set my hand on this 29th December 2023.

In Bezeugung dessen habe ich am 29-12-2023 hierunter meine Unterschrift gesetzt.



Name: Kwok Tai LAW

Title: Secretary

Company: Palasino Holdings Limited

Notarielle Beglaubigung

Als Notary Public beglaubige ich hiermit vorstehende, vor mir am 29-12-2023 vollzogene Unterschrift des(r) mir, in seiner Eigenschaft als amtierender Secretary der Palasino Holdings Limited persönlich bekannten Kwok Tai LAW.

Notarial Signature Certification

As Notary Public, I hereby certify that the above signature has been executed in my presence on 29th December 2023 by Kwok Tai LAW, who is known to me as secretary of Palasino Holdings Limited.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 29th day of December 2023.

Exhibit: Draft Power of Attorney

NOTARY STAMP / SIGNATURE

SO CHE WING REX
Notary Public,
Hong Kong



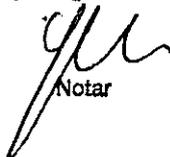
Die wörtliche Übereinstimmung vorstehender - ~~umstehender - Abschrift -~~ Fotokopie - mit der mir vorliegenden Urschrift

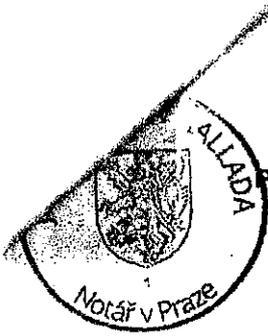
~~Ausfertigung - beglaubigten~~

~~Abschrift -~~ beglaubige ich.

Frankfurt am Main, den

22.01.2024


Notar



POWER OF ATTORNEY

VOLLMACHT

Kopie

Palasino Holdings Limited
Cricket Square, Hutchins
Drive, PO Box 2681,
Grand Cayman, KY1-1111,
Cayman Islands

(hereinafter referred to as "**Palasino Holdings**"), duly represented by Pavel Marsik, who is authorized to represent the company Palasino Holdings alone,

(nachfolgend "**Palasino Holdings**"), vertreten durch Pavel Marsik, der die Gesellschaft Palasino Holdings allein vertreten kann,

herewith grants power of attorney, each individually, to the following German attorneys (*Rechtsanwälte*)

erteilt hiermit Vollmacht, jeweils einzeln, an die folgenden Rechtsanwälte

Dr. Christian Berger
Dr. Matthias Achenbach
Philipp Ess
Ralph Hummel
Lucia Patrizzi
Sebastian Talarowski
Anna Baum

and to each of the following legal and notary assistants

und an jede der folgenden Anwalts- und Notarassistentinnen

Ms. Franziska von Borries
Ms. Giusy Guddemi
Ms. Carola Schenk
Ms. Valentina Kraut
Ms. Sara Chbani

each of whose business address is

jeweils geschäftsansässig

avocado rechtsanwälte
Nextower
Thurn-und-Taxis-Platz 6,
60313 Frankfurt am Main, Ger-
many

(hereinafter individually referred to as the "**Attorney**" and collectively referred to as the "**Attorneys**") to represent Palasino Holdings in every respect in connection with the following acts:

(nachfolgend einzeln **Bevollmächtigte(r)** und gemeinsam die "**Bevollmächtigten**" genannt), Palasino Holdings in jeder Hinsicht im Zusammenhang mit der Vornahme folgender Rechtshandlungen zu vertreten:

1. Acquisition and disposal as well as the transfer and assignment and acceptance of the transfer and assignment of shares in Trans World Hotels Germany GmbH.
2. Passing of shareholders' resolutions of any kind, including by waiver of all requirements as to form, in and out of shareholders meetings of a company in which Palasino Holdings holds or shall hold a participation, including but not limited its approval as shareholder to merger agreements between any of its direct and/or indirect subsidiaries.

This Power of Attorney also includes the power to agree the terms of and any amendments to, any agreements which are necessary or desirable in this context, the power to make and receive all declarations, including declarations against courts, tax authorities and other authorities, and to take all measures which are necessary or desirable in this context, whether in private written form (private Schriftform) or in notarial form. If the aforementioned powers of attorney refer to legal and economic contexts, this shall only be for the purpose of the internal relationship between principals and attorneys. Externally, the power of attorney shall be valid without evidence of the economic or legal context of the legal transactions carried out under this power of attorney.

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Die Bevollmächtigten sind auch befugt, von ihnen ausdrücklich als Vertreter ohne Vertretungsmacht abgegebene Erklärungen zu genehmigen.

Die Bevollmächtigten sind jeweils befugt Palasino Holdings einzeln zu vertreten und werden jeweils von den Beschränkungen des § 181 BGB befreit. Die Bevollmächtigten sind berechtigt, Untervollmacht einschließlich der Befreiung von den Beschränkungen des § 181

under this power of attorney, including the exemption from the restrictions of section 181 of the German Civil Code.

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This Power of Attorney will automatically terminate ein (1) year from the date of signature or if Palasino Holdings gives written notice revoking this Power of Attorney, immediately upon receipt of that notice by the Attorney.

BGB zu erteilen.

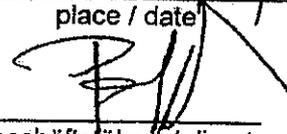
Die Vollmacht soll umfassend ausgelegt werden, um den Zweck ihrer Erteilung zu verwirklichen.

Die deutsche Fassung dieser Vollmacht ist die maßgebliche Fassung.

Diese Vollmacht und alle Auslegungsfragen, Streitigkeiten oder Ansprüche jeglicher Art und aus jeglichem Rechtsgrund aus oder in Zusammenhang mit dieser Vollmacht oder ihrem Zustandekommen unterliegen deutschem Recht.

Diese Vollmacht erlischt automatisch ein (1) Jahr nach dem Datum der Unterzeichnung oder, wenn Palasino Holdings diese Vollmacht schriftlich widerruft, unmittelbar nach Erhalt dieser Mitteilung durch den Bevollmächtigten.

PRAGUE 21/12/2023
place / date


Geschäftsführer / director
Palasino Holdings Limited

name in letters: Pavel Marsik

Unterschriftsbeglaubigung

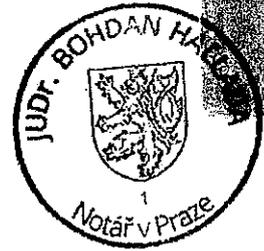
Ich beglaube, dass diese Urkunde vor mir unter Nr. 114NA1U8 von folgender Person eigenhändig unterzeichnet wurde, deren Identität nachgewiesen wurde:

Pavel Maršík, 02.11.1972, Ke Stromečkům 1510, 25301 Hostivice.

in Prag, 21.12.2023







APOSTILLE
(Convention de La Haye du 5 octobre 1961)

Česká republika
Czech Republic
Tato veřejná listina
This public document
byla podepsána JUDr. Bohdan Hallada
has been signed
funkce Notář
acting in capacity of
opatřena razítkem JUDr. Bohdan Hallada, notář v Praze
bears the seal/stamp of

**OVĚŘENO
CERTIFIED**

5. V Praze 6. dne 21.12.2023
in Prague date

7. Notářská komora České republiky
Notarial Chamber of the Czech republic

8. čís. 31880WT
N°

9. kolek/razítko 10. Podpis: Michaela Křížová
duty stamp/stamp: Signature

Michaela Křížová



CONYERS



EXEMPTED Company Registered and
filed as No. 401661 On 06-Jul-2023

A handwritten signature in black ink, appearing to be "H. H. H.", written over a horizontal line.

Acting Assistant Registrar

Memorandum of Association of

Palasino Holdings Limited

百樂皇宮控股有限公司

Certified A True Copy By
Conyers Trust Company (Cayman) Limited
As Assistant Secretary

For and on behalf of
Conyers Trust Company (Cayman) Limited
Date: 15 JAN 2024

Conyers Dill & Pearman

Cayman Islands

conyers.com



*EXEMPTED Company Registered and
filed as No. 401661 On 06-Jul-2023*

A handwritten signature in black ink, appearing to read "A. J. ...".

Acting Assistant Registrar

**THE COMPANIES ACT (REVISED)
EXEMPTED COMPANY LIMITED BY SHARES**

MEMORANDUM OF ASSOCIATION

OF

Palasino Holdings Limited

百樂皇宮控股有限公司

1. The name of the Company is **Palasino Holdings Limited** and its dual foreign name is **百樂皇宮控股有限公司**.
2. The Registered Office of the Company shall be at the offices of Conyers Trust Company (Cayman) Limited, Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands.
3. Subject to the following provisions of this Memorandum, the objects for which the Company is established are unrestricted and shall include, but without limitation:
 - (a) to act and to perform all the functions of a holding company in all its branches and to coordinate the policy and administration of any subsidiary company or companies wherever incorporated or carrying on business or of any group of companies of which the Company or any subsidiary company is a member or which are in any manner controlled directly or indirectly by the Company;
 - (b) to act as an investment company and for that purpose to subscribe, acquire, hold, dispose, sell, deal in or trade upon any terms, whether conditionally or absolutely, shares, stock, debentures, debenture stock, annuities, notes, mortgages, bonds, obligations and securities, foreign exchange, foreign currency deposits and commodities, issued or guaranteed by any company wherever incorporated, or by any government, sovereign, ruler, commissioners, public body or authority, supreme, municipal, local or otherwise, by original subscription, tender, purchase, exchange, underwriting, participation in syndicates or in any other manner and whether or not fully paid up, and to meet calls thereon.



*EXEMPTED Company Registered and
filed as No. 401661 On 06-Jul-2023*

A handwritten signature in black ink, appearing to read "H. H. H.", is written over the printed name.

Acting Assistant Registrar

4. Subject to the following provisions of this Memorandum, the Company shall have and be capable of exercising all the functions of a natural person of full capacity irrespective of any question of corporate benefit, as provided by Section 27(2) of the Companies Act.
5. Nothing in this Memorandum shall permit the Company to carry on a business for which a licence is required under the laws of the Cayman Islands unless duly licensed.
6. The Company shall not trade in the Cayman Islands with any person, firm or corporation except in furtherance of the business of the Company carried on outside the Cayman Islands; provided that nothing in this clause shall be construed as to prevent the Company effecting and concluding contracts in the Cayman Islands, and exercising in the Cayman Islands all of its powers necessary for the carrying on of its business outside the Cayman Islands.
7. The liability of each member is limited to the amount from time to time unpaid on such member's shares.
8. The share capital of the Company is HK\$50,000 divided into 50,000 shares of a nominal or par value of HK\$1.00 each, with the power for the Company, insofar as is permitted by law, to redeem or purchase any of its shares and to increase or reduce the said share capital subject to the provisions of the Companies Act and the Articles of Association of the Company and to issue any part of its capital, whether original, redeemed or increased, with or without any preference, priority or special privilege or subject to any postponement of rights or to any conditions or restrictions; and so that, unless the conditions of issue shall otherwise expressly declare, every issue of shares, whether declared to be preference or otherwise, shall be subject to the power hereinbefore contained.
9. The Company may exercise the power contained in the Companies Act to deregister in the Cayman Islands and be registered by way of continuation in another jurisdiction.



EXEMPTED Company Registered and
filed as No. 401661 On 06-Jul-2023

Acting Assistant Registrar

We, the undersigned, are desirous of being formed into a company pursuant to this Memorandum of Association and the Companies Act, and we hereby agree to take the numbers of shares set opposite our respective names below.

Dated this 6th day of July, 2023

**SIGNATURE, NAME, OCCUPATION AND
ADDRESS OF SUBSCRIBER**

**NUMBER OF SHARES
TAKEN BY SUBSCRIBER**

Charlotte Cloete, Manager

One (1)

Cricket Square, Hutchins Drive,
P.O. Box 2681
Grand Cayman KY1-1111
Cayman Islands

Charlotte Cloete

Samantha Bodden

Samantha Bodden

Witness to the above signature

Address: Cricket Square
Hutchins Drive
P.O. Box 2681
Grand Cayman KY1-1111
Cayman Islands

Occupation: Incorporations Administrator



Die wortliche Übereinstimmung vorstehen-
der - ~~umstehender~~ Abschrift - Fotokopie -
mit der mir vorliegenden ~~Urschrift~~

~~Ausfertigung~~ - beglaubigten

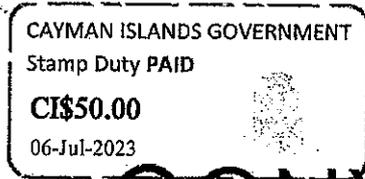
Abschrift - beglaubige ich.

Frankfurt am Main, den

22.01.2024

Notar

beglaubigte Abschrift



CONYERS



EXEMPTED Company Registered and
filed as No. 401661 On 06-Jul-2023

A handwritten signature in black ink.

Senior Assistant Registrar

Articles of Association of

Palasino Holdings Limited

百樂皇宮控股有限公司

Certified A True Copy By
Conyers Trust Company (Cayman) Limited
As Assistant Secretary

For and on behalf of
Conyers Trust Company (Cayman) Limited
Date: 15 JAN 2024

Conyers Dill & Pearman

Cayman Islands

conyers.com

Palasino Holdings Limited

百樂皇宮控股有限公司



EXEMPTED Company Registered and
filed as No. 401661 On 06-Jul-2023

A handwritten signature in black ink, appearing to read "S. D. D.", positioned above the title "Senior Assistant Registrar".

Senior Assistant Registrar

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Palasino Holdings Limited

百樂皇宮控股有限公司



EXEMPTED Company Registered and
filed as No. 401661 On 06-Jul-2023


Senior Assistant Registrar

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THE COMPANIES ACT (REVISED)
EXEMPTED COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
OF

Palasino Holdings Limited

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Table A

The regulations in Table A in the First Schedule to the Act (as defined below) do not apply to the Company.

INTERPRETATION

1. DEFINITIONS

1.1. In these Articles, the following words and expressions shall, where not inconsistent with the context, have the following meanings, respectively:

Act	the Companies Act of the Cayman Islands;
Alternate Director	an alternate director appointed in accordance with these Articles;
Articles	these Articles of Association as altered from time to time;
Auditor	the person or firm for the time being appointed as Auditor of the Company and shall include an individual or partnership;
Board	the board of directors (including, for the avoidance of doubt, a sole director) appointed or elected pursuant to these



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	Articles and acting at a meeting of directors at which there is a quorum or by written resolution in accordance with these Articles;
Company	the company for which these Articles are approved and confirmed;
Director	a director, including a sole director, for the time being of the Company and shall include an Alternate Director;
Member	the person registered in the Register of Members as the holder of shares in the Company and, when two or more persons are so registered as joint holders of shares, means the person whose name stands first in the Register of Members as one of such joint holders or all of such persons, as the context so requires;
month	calendar month;
notice	written notice as further provided in these Articles unless otherwise specifically stated;
Officer	any person appointed by the Board to hold an office in the Company;
ordinary resolution	a resolution passed at a general meeting (or, if so specified, a meeting of Members holding a class of shares) of the Company by a simple majority of the votes cast, or a written resolution passed by the unanimous consent of all Members entitled to vote;
paid-up	paid-up or credited as paid-up;
Register of Directors and Officers	the register of directors and officers referred to in these Articles;



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Register of Members	the register of members maintained by the Company in accordance with the Act;
Seal	the common seal or any official or duplicate seal of the Company;
Secretary	the person appointed to perform any or all of the duties of secretary of the Company and includes any deputy or assistant secretary and any person appointed by the Board to perform any of the duties of the Secretary;
share	includes a fraction of a share;
Special Resolution	(i) a resolution passed by a majority of at least two-thirds of such members as, being entitled to do so, vote in person or by proxy at a general meeting of which notice specifying the intention to propose a resolution as a special resolution has been duly given (and for the avoidance of doubt, unanimity qualifies as a majority); or (ii) a written resolution passed by unanimous consent of all Members entitled to vote;
written resolution	a resolution passed in accordance with Article 36 or 62; and
year	calendar year.

1.2. In these Articles, where not inconsistent with the context:

- (a) words denoting the plural number include the singular number and vice versa;
- (b) words denoting the masculine gender include the feminine and neuter genders;
- (c) words importing persons include companies, associations or bodies of persons whether corporate or not;



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- (d) the words:-
 - (i) "may" shall be construed as permissive; and
 - (ii) "shall" shall be construed as imperative;
- (e) a reference to statutory provision shall be deemed to include any amendment or re-enactment thereof;
- (f) the word "corporation" means corporation whether or not a company within the meaning of the Act; and
- (g) unless otherwise provided herein, words or expressions defined in the Act shall bear the same meaning in these Articles.

1.3. In these Articles expressions referring to writing or its cognates shall, unless the contrary intention appears, include facsimile, printing, lithography, photography, electronic mail and other modes of representing words in visible form.

1.4. Headings used in these Articles are for convenience only and are not to be used or relied upon in the construction hereof.

SHARES

2. POWER TO ISSUE SHARES

Subject to these Articles and to any resolution of the Members to the contrary, and without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, the Board shall have the power to issue any unissued shares on such terms and conditions as it may determine and any shares or class of shares (including the issue or grant of options, warrants and other rights, renounceable or otherwise in respect of shares) may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital, or otherwise, provided that no share shall be issued at a discount except in accordance with the Act.



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3. REDEMPTION, PURCHASE, SURRENDER AND TREASURY SHARES

- 3.1. Subject to the Act, the Company is authorised to issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or a Member and may make payments in respect of such redemption in accordance with the Act.
- 3.2. The Company is authorised to purchase any share in the Company (including a redeemable share) by agreement with the holder and may make payments in respect of such purchase in accordance with the Act.
- 3.3. The Company authorises the Board to determine the manner or any of the terms of any redemption or purchase.
- 3.4. A delay in payment of the redemption price shall not affect the redemption but, in the case of a delay of more than thirty days, interest shall be paid for the period from the due date until actual payment at a rate which the Board, after due enquiry, estimates to be representative of the rates being offered by Class A banks in the Cayman Islands for thirty day deposits in the same currency.
- 3.5. The Company authorises the Board pursuant to section 37(5) of the Act to make a payment in respect of the redemption or purchase of its own shares otherwise than out of its profits, share premium account, or the proceeds of a fresh issue of shares.
- 3.6. No share may be redeemed or purchased unless it is fully paid-up.
- 3.7. The Company may accept the surrender for no consideration of any fully paid share (including a redeemable share) unless, as a result of the surrender, there would no longer be any issued shares of the company other than shares held as treasury shares.
- 3.8. The Company is authorised to hold treasury shares in accordance with the Act.
- 3.9. The Board may designate as treasury shares any of its shares that it purchases or redeems, or any shares surrendered to it, in accordance with the Act.
- 3.10. Shares held by the Company as treasury shares shall continue to be classified as treasury shares until such shares are either cancelled or transferred in accordance with the Act.



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4. RIGHTS ATTACHING TO SHARES

- 4.1. Subject to Article 2, the Memorandum of Association and any resolution of the Members to the contrary and without prejudice to any special rights conferred thereby on the holders of any other shares or class of shares, the share capital of the Company shall be divided into shares of a single class the holders of which shall, subject to these Articles:
- (a) be entitled to one vote per share;
 - (b) be entitled to such dividends as the Board may from time to time declare;
 - (c) in the event of a winding-up or dissolution of the Company, whether voluntary or involuntary or for the purpose of a reorganisation or otherwise or upon any distribution of capital, be entitled to the surplus assets of the Company; and
 - (d) generally be entitled to enjoy all of the rights attaching to shares.

5. CALLS ON SHARES

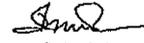
- 5.1. The Board may make such calls as it thinks fit upon the Members in respect of any monies (whether in respect of nominal value or premium) unpaid on the shares allotted to or held by such Members and, if a call is not paid on or before the day appointed for payment thereof, the Member may at the discretion of the Board be liable to pay the Company interest on the amount of such call at such rate as the Board may determine, from the date when such call was payable up to the actual date of payment. The Board may differentiate between the holders as to the amount of calls to be paid and the times of payment of such calls.
- 5.2. The Company may accept from any Member the whole or a part of the amount remaining unpaid on any shares held by him, although no part of that amount has been called up.
- 5.3. The terms of any issue of shares may include different provisions with respect to different Members in the amounts and times of payments of calls on their shares.

6. JOINT AND SEVERAL LIABILITY TO PAY CALLS

The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.



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7. FORFEITURE OF SHARES

- 7.1. If any Member fails to pay, on the day appointed for payment thereof, any call in respect of any share allotted to or held by such Member, the Board may, at any time thereafter during such time as the call remains unpaid, direct the Secretary to forward such Member a notice in writing in the form, or as near thereto as circumstances admit, of the following:

Notice of Liability to Forfeiture for Non-Payment of Call

[Name of Company] (the "Company")

You have failed to pay the call of [amount of call] made on [date], in respect of the [number] share(s) [number in figures] standing in your name in the Register of Members of the Company, on [date], the day appointed for payment of such call. You are hereby notified that unless you pay such call together with interest thereon at the rate of [] per annum computed from the said [date] at the registered office of the Company the share(s) will be liable to be forfeited.

Dated this [date]

[Signature of Secretary] By Order of the Board

- 7.2. If the requirements of such notice are not complied with, any such share may at any time thereafter before the payment of such call and the interest due in respect thereof be forfeited by a resolution of the Board to that effect, and such share shall thereupon become the property of the Company and may be disposed of as the Board shall determine. Without limiting the generality of the foregoing, the disposal may take place by sale, repurchase, redemption or any other method of disposal permitted by and consistent with these Articles and the Act.
- 7.3. A Member whose share or shares have been so forfeited shall, notwithstanding such forfeiture, be liable to pay to the Company all calls owing on such share or shares at the time of the forfeiture, together with all interest due thereon and any costs and expenses incurred by the Company in connection therewith.



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7.4. The Board may accept the surrender of any shares which it is in a position to forfeit on such terms and conditions as may be agreed. Subject to those terms and conditions, a surrendered share shall be treated as if it had been forfeited.

8. SHARE CERTIFICATES

8.1. Every Member shall be entitled to a certificate under the common seal (if any) or a facsimile thereof of the Company or bearing the signature (or a facsimile thereof) of a Director or the Secretary or a person expressly authorised to sign specifying the number and, where appropriate, the class of shares held by such Member and whether the same are fully paid up and, if not, specifying the amount paid on such shares. The Board may by resolution determine, either generally or in a particular case, that any or all signatures on certificates may be printed thereon or affixed by mechanical means.

8.2. If any share certificate shall be proved to the satisfaction of the Board to have been worn out, lost, mislaid, or destroyed the Board may cause a new certificate to be issued and request an indemnity for the lost certificate if it sees fit.

8.3. Share certificates may not be issued in bearer form.

9. FRACTIONAL SHARES

The Company may issue its shares in fractional denominations and deal with such fractions to the same extent as its whole shares and shares in fractional denominations shall have in proportion to the respective fractions represented thereby all of the rights of whole shares including (but without limiting the generality of the foregoing) the right to vote, to receive dividends and distributions and to participate in a winding-up.

REGISTRATION OF SHARES

10. REGISTER OF MEMBERS

10.1. The Board shall cause to be kept in one or more books a Register of Members which may be kept in or outside the Cayman Islands at such place as the Board shall appoint and shall enter therein the following particulars:-



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- (a) the name and address of each Member, the number, and (where appropriate) the class of shares held by such Member and the amount paid or agreed to be considered as paid on such shares;
 - (b) whether the shares held by a Member carry voting rights under the Articles and, if so, whether such voting rights are conditional;
 - (c) the date on which each person was entered in the Register of Members; and
 - (d) the date on which any person ceased to be a Member.
- 10.2. The Board may cause to be kept in any country or territory one or more branch registers of such category or categories of members as the Board may determine from time to time and any branch register shall be deemed to be part of the Company's Register of Members.
- 10.3. Any register maintained by the Company in respect of listed shares may be kept by recording the particulars set out in Article 10.1 in a form otherwise than legible if such recording otherwise complies with the laws applicable to and the rules and regulations of the relevant approved stock exchange.
- 11. REGISTERED HOLDER ABSOLUTE OWNER**
- 11.1. The Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not be bound to recognise any equitable claim or other claim to, or interest in, such share on the part of any other person.
- 11.2. No person shall be entitled to recognition by the Company as holding any share upon any trust and the Company shall not be bound by, or be compelled in any way to recognise, (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any other right in respect of any share except an absolute right to the entirety of the share in the holder. If, notwithstanding this Article, notice of any trust is at the holder's request entered in the Register of Members or on a share certificate in respect of a share, then, except as aforesaid:
- (a) such notice shall be deemed to be solely for the holder's convenience;
 - (b) the Company shall not be required in any way to recognise any beneficiary, or the beneficiary, of the trust as having an interest in the share or shares concerned;



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- (c) the Company shall not be concerned with the trust in any way, as to the identity or powers of the trustees, the validity, purposes or terms of the trust, the question of whether anything done in relation to the shares may amount to a breach of trust or otherwise; and
- (d) the holder shall keep the Company fully indemnified against any liability or expense which may be incurred or suffered as a direct or indirect consequence of the Company entering notice of the trust in the Register of Members or on a share certificate and continuing to recognise the holder as having an absolute right to the entirety of the share or shares concerned.

12. TRANSFER OF REGISTERED SHARES

12.1. An instrument of transfer shall be in writing in the form of the following, or as near thereto as circumstances admit, or in such other form as the Board may accept:

Transfer of a Share or Shares

[Name of Company] (the "Company")

FOR VALUE RECEIVED..... [amount] , I, [name of transferor]
hereby sell, assign and transfer unto [transferee] of [address] , [number]
shares of the Company.

DATED this [date]

Signed by:

In the presence of:

Transferor

Witness

Transferee

Witness



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- 12.2. Such instrument of transfer shall be signed by (or in the case of a party that is a corporation, on behalf of) the transferor and transferee, provided that, in the case of a fully paid share, the Board may accept the instrument signed by or on behalf of the transferor alone. The transferor shall be deemed to remain the holder of such share until the same has been transferred to the transferee in the Register of Members.
- 12.3. The Board may refuse to recognise any instrument of transfer unless it is accompanied by the certificate in respect of the shares to which it relates and by such other evidence as the Board may reasonably require showing the right of the transferor to make the transfer.
- 12.4. The joint holders of any share may transfer such share to one or more of such joint holders, and the surviving holder or holders of any share previously held by them jointly with a deceased Member may transfer any such share to the executors or administrators of such deceased Member.
- 12.5. The Board may in its absolute discretion and without assigning any reason therefor refuse to register the transfer of a share. If the Board refuses to register a transfer of any share the Secretary shall, within three months after the date on which the transfer was lodged with the Company, send to the transferor and transferee notice of the refusal.

13. TRANSMISSION OF REGISTERED SHARES

- 13.1. In the case of the death of a Member, the survivor or survivors where the deceased Member was a joint holder, and the legal personal representatives of the deceased Member where the deceased Member was a sole holder, shall be the only persons recognised by the Company as having any title to the deceased Member's interest in the shares. Nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by such deceased Member with other persons. Subject to the provisions of Section 39 of the Act, for the purpose of this Article, legal personal representative means the executor or administrator of a deceased Member or such other person as the Board may, in its absolute discretion, decide as being properly authorised to deal with the shares of a deceased Member.
- 13.2. Any person becoming entitled to a share in consequence of the death or bankruptcy of any Member may be registered as a Member upon such evidence as the Board may deem sufficient or may elect to nominate some person to be registered as a transferee of such share, and in such



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case the person becoming entitled shall execute in favour of such nominee an instrument of transfer in writing in the form, or as near thereto as circumstances admit, of the following:

Transfer by a Person Becoming Entitled on Death/Bankruptcy of a Member

[Name of Company] (the "Company")

I/We, having become entitled in consequence of the [death/bankruptcy] of [name and address of deceased Member] to [number] share(s) standing in the Register of Members of the Company in the name of the said [name of deceased/bankrupt Member] instead of being registered myself/ourselves, elect to have [name of transferee] (the "Transferee") registered as a transferee of such share(s) and I/we do hereby accordingly transfer the said share(s) to the Transferee to hold the same unto the Transferee, his or her executors, administrators and assigns, subject to the conditions on which the same were held at the time of the execution hereof; and the Transferee does hereby agree to take the said share(s) subject to the same conditions.

DATED this [date]

Signed by:

In the presence of:

Transferor

Witness

Transferee

Witness

- 13.3. On the presentation of the foregoing materials to the Board, accompanied by such evidence as the Board may require to prove the title of the transferor, the transferee shall be registered as a Member. Notwithstanding the foregoing, the Board shall, in any case, have the same right to



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decline or suspend registration as it would have had in the case of a transfer of the share by that Member before such Member's death or bankruptcy, as the case may be.

- 13.4. Where two or more persons are registered as joint holders of a share or shares, then in the event of the death of any joint holder or holders the remaining joint holder or holders shall be absolutely entitled to the said share or shares and the Company shall recognise no claim in respect of the estate of any joint holder except in the case of the last survivor of such joint holders.

14. LISTED SHARES

- 14.1. Notwithstanding anything to the contrary in these Articles, shares that are listed or admitted to trading on an approved stock exchange may be evidenced and transferred in accordance with the rules and regulations of such exchange.

ALTERATION OF SHARE CAPITAL

15. POWER TO ALTER CAPITAL

- 15.1. Subject to the Act, the Company may from time to time by ordinary resolution alter the conditions of its Memorandum of Association to:
- (a) increase its capital by such sum divided into shares of such amounts as the resolution shall prescribe or, if the Company has shares without par value, increase its share capital by such number of shares without nominal or par value, or increase the aggregate consideration for which its shares may be issued, as it thinks expedient;
 - (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
 - (c) convert all or any of its paid-up shares into stock, and reconvert that stock into paid-up shares of any denomination;
 - (d) subdivide its shares or any of them into shares of an amount smaller than that fixed by the Memorandum of Association; or
 - (e) cancel shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person, and diminish the amount of its share capital by the



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amount of the shares so cancelled or, in the case of shares without par value, diminish the number of shares into which its capital is divided.

- 15.2. For the avoidance of doubt it is declared that paragraph 15.1(b), (c) and (d) do not apply if at any time the shares of the Company have no par value.
- 15.3. Subject to the Act, the Company may from time to time by Special Resolution reduce its share capital.

16. VARIATION OF RIGHTS ATTACHING TO SHARES

If, at any time, the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound-up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class or with the sanction of a resolution passed by a majority of the votes cast at a separate general meeting of the holders of the shares of the class at which meeting the necessary quorum shall be two persons at least holding or representing by proxy one-third of the issued shares of the class. The rights conferred upon the holders of the shares of any class or series issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class or series, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

DIVIDENDS AND CAPITALISATION

17. DIVIDENDS

- 17.1. The Board may, subject to these Articles and in accordance with the Act, declare a dividend to be paid to the Members, in proportion to the number of shares held by them, and such dividend may be paid in cash or wholly or partly by the distribution of specific assets (which may consist of the shares or securities of any other company).
- 17.2. Where the Board determines that a dividend shall be paid wholly or partly by the distribution of specific assets, the Board may settle all questions concerning such distribution. Without limiting the generality of the foregoing, the Board may fix the value of such specific assets and vest any such specific assets in trustees on such terms as the Board thinks fit.
- 17.3. Dividends may be declared and paid out of profits of the Company, realised or unrealised, or from any reserve set aside from profits which the Board determines is no longer needed, or not in the



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same amount. Dividends may also be declared and paid out of share premium account or any other fund or account which can be authorised for this purpose in accordance with the Act.

- 17.4. No unpaid dividend shall bear interest as against the Company.
- 17.5. The Company may pay dividends in proportion to the amount paid up on each share where a larger amount is paid up on some shares than on others.
- 17.6. The Board may declare and make such other distributions (in cash or in specie) to the Members as may be lawfully made out of the assets of the Company. No unpaid distribution shall bear interest as against the Company.
- 17.7. The Board may fix any date as the record date for determining the Members entitled to receive any dividend or other distribution, but, unless so fixed, the record date shall be the date of the Directors' resolution declaring same.

18. POWER TO SET ASIDE PROFITS

- 18.1. The Board may, before declaring a dividend, set aside out of the surplus or profits of the Company, such amount as it thinks proper as a reserve to be used to meet contingencies or for equalising dividends or for any other purpose. Pending application, such sums may be employed in the business of the Company or invested, and need not be kept separate from other assets of the Company. The Board may also, without placing the same to reserve, carry forward any profit which it decides not to distribute.
- 18.2. Subject to any direction from the Company in general meeting, the Board may on behalf of the Company exercise all the powers and options conferred on the Company by the Act in regard to the Company's share premium account.

19. METHOD OF PAYMENT

- 19.1. Any dividend, interest, or other monies payable in cash in respect of the shares may be paid by cheque or draft sent through the post directed to the Member at such Member's address in the Register of Members, or to such person and to such address as the holder may in writing direct.
- 19.2. In the case of joint holders of shares, any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or draft sent through the post directed to the address of the holder first named in the Register of Members, or to such person and to such address as



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the joint holders may in writing direct. If two or more persons are registered as joint holders of any shares any one can give an effectual receipt for any dividend paid in respect of such shares.

- 19.3. The Board may deduct from the dividends or distributions payable to any Member all monies due from such Member to the Company on account of calls or otherwise.

20. CAPITALISATION

- 20.1. The Board may capitalise any amount for the time being standing to the credit of any of the Company's share premium or other reserve accounts or to the credit of the profit and loss account or otherwise available for distribution by applying such amount in paying up unissued shares to be allotted as fully paid bonus shares pro rata to the Members.
- 20.2. The Board may capitalise any amount for the time being standing to the credit of a reserve account or amounts otherwise available for dividend or distribution by applying such amounts in paying up in full, partly or nil paid shares of those Members who would have been entitled to such amounts if they were distributed by way of dividend or distribution.

MEETINGS OF MEMBERS

21. ANNUAL GENERAL MEETINGS

The Company may in each year hold a general meeting as its annual general meeting. The annual general meeting of the Company may be held at such time and place as the Chairman of the Company (if there is one) (the "Chairman") or any two Directors or any Director and the Secretary or the Board shall appoint.

22. EXTRAORDINARY GENERAL MEETINGS

- 22.1. General meetings other than annual general meetings shall be called extraordinary general meetings.
- 22.2. The Chairman or any two Directors or any Director and the Secretary or the Board may convene an extraordinary general meeting whenever in their judgment such a meeting is necessary.

23. REQUISITIONED GENERAL MEETINGS

- 23.1. The Board shall, on the requisition of Members holding at the date of the deposit of the requisition not less than one-tenth of such of the paid-up share capital of the Company as at the date of the



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deposit carries the right to vote at general meetings, forthwith proceed to convene an extraordinary general meeting. To be effective the requisition shall state the objects of the meeting, shall be in writing, signed by the requisitionists, and shall be deposited at the registered office. The requisition may consist of several documents in like form each signed by one or more requisitionists.

- 23.2. If the Board does not, within twenty-one days from the date of the requisition, duly proceed to call an extraordinary general meeting, the requisitionists, or any of them representing more than one half of the total voting rights of all of them, may themselves convene an extraordinary general meeting; but any meeting so called shall not be held more than ninety days after the requisition. An extraordinary general meeting called by requisitionists shall be called in the same manner, as nearly as possible, as that in which general meetings are to be called by the Board.

24. NOTICE

- 24.1. At least five days' notice of an annual general meeting shall be given to each Member entitled to attend and vote thereat, stating the date, place and time at which the meeting is to be held and if different, the record date for determining Members entitled to attend and vote at the general meeting, and, as far as practicable, the other business to be conducted at the meeting.
- 24.2. At least five days' notice of an extraordinary general meeting shall be given to each Member entitled to attend and vote thereat, stating the date, time, place and the general nature of the business to be considered at the meeting.
- 24.3. The Board may fix any date as the record date for determining the Members entitled to receive notice of and to vote at any general meeting of the Company but, unless so fixed, as regards the entitlement to receive notice of a meeting or notice of any other matter, the record date shall be the date of despatch of the notice and, as regards the entitlement to vote at a meeting, and any adjournment thereof, the record date shall be the date of the original meeting.
- 24.4. A general meeting shall, notwithstanding that it is called on shorter notice than that specified in these Articles, be deemed to have been properly called if it is so agreed by (i) all the Members entitled to attend and vote thereat in the case of an annual general meeting; and (ii) in the case of an extraordinary general meeting, by seventy-five percent of the Members entitled to attend and vote thereat.



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24.5. The accidental omission to give notice of a general meeting to, or the non-receipt of a notice of a general meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

25. GIVING NOTICE AND ACCESS

25.1. A notice may be given by the Company to a Member:

- (a) by delivering it to such Member in person, in which case the notice shall be deemed to have been served upon such delivery; or
- (b) by sending it by post to such Member's address in the Register of Members, in which case the notice shall be deemed to have been served seven days after the date on which it is deposited, with postage prepaid, in the mail; or
- (c) by sending it by courier to such Member's address in the Register of Members, in which case the notice shall be deemed to have been served two days after the date on which it is deposited, with courier fees paid, with the courier service; or
- (d) by transmitting it by electronic means (including facsimile and electronic mail, but not telephone) in accordance with such directions as may be given by such Member to the Company for such purpose, in which case the notice shall be deemed to have been served at the time that it would in the ordinary course be transmitted; or
- (e) by publication of an electronic record of it on a website and notification of such publication (which shall include the address of the website, the place on the website where the document may be found, and how the document may be accessed on the website), such notification being given by any of the methods set out in paragraphs (a) through (d) hereof, in which case the notice shall be deemed to have been served at the time when the instructions for access and the posting on the website are complete.

25.2. Any notice required to be given to a Member shall, with respect to any shares held jointly by two or more persons, be given to whichever of such persons is named first in the Register of Members and notice so given shall be sufficient notice to all the holders of such shares.

25.3. In proving service under paragraphs 25.1(b), (c) and (d), it shall be sufficient to prove that the notice was properly addressed and prepaid, if posted or sent by courier, and the time when it was posted, deposited with the courier, or transmitted by electronic means.



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26. POSTPONEMENT OF GENERAL MEETING

The Board may postpone any general meeting called in accordance with these Articles provided that notice of postponement is given to the Members before the time for such meeting. Fresh notice of the date, time and place for the postponed meeting shall be given to each Member in accordance with these Articles.

27. ELECTRONIC PARTICIPATION IN MEETINGS

Members may participate in any general meeting by such telephonic, electronic or other communication facilities or means as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such a meeting shall constitute presence in person at such meeting.

28. QUORUM AT GENERAL MEETINGS

- 28.1. At any general meeting two or more persons present in person and representing in person or by proxy in excess of 50% of the total issued voting shares in the Company throughout the meeting shall form a quorum for the transaction of business, provided that if the Company shall at any time have only one Member, one Member present in person or by proxy shall form a quorum for the transaction of business at any general meeting held during such time.
- 28.2. If within half an hour from the time appointed for the meeting a quorum is not present, then, in the case of a meeting convened on a requisition, the meeting shall be deemed cancelled and, in any other case, the meeting shall stand adjourned to the same day one week later, at the same time and place or to such other day, time or place as the Board may determine. Unless the meeting is adjourned to a specific date, time and place announced at the meeting being adjourned, fresh notice of the resumption of the meeting shall be given to each Member entitled to attend and vote thereat in accordance with these Articles.

29. CHAIRMAN TO PRESIDE

Unless otherwise agreed by a majority of those attending and entitled to vote thereat, the Chairman, if there be one, shall act as chairman at all meetings of the Members at which such person is present. In his absence, a chairman of the meeting shall be appointed or elected by those present at the meeting and entitled to vote.



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30. VOTING ON RESOLUTIONS

- 30.1. Subject to the Act and these Articles, any question proposed for the consideration of the Members at any general meeting shall be decided by the affirmative votes of a majority of the votes cast in accordance with these Articles and in the case of an equality of votes the resolution shall fail.
- 30.2. No Member shall be entitled to vote at a general meeting unless such Member has paid all the calls on all shares held by such Member.
- 30.3. At any general meeting a resolution put to the vote of the meeting shall, in the first instance, be voted upon by a show of hands and, subject to any rights or restrictions for the time being lawfully attached to any class of shares and subject to these Articles, every Member present in person and every person holding a valid proxy at such meeting shall be entitled to one vote and shall cast such vote by raising his hand.
- 30.4. At any general meeting if an amendment is proposed to any resolution under consideration and the chairman of the meeting rules on whether or not the proposed amendment is out of order, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling.
- 30.5. At any general meeting a declaration by the chairman of the meeting that a question proposed for consideration has, on a show of hands, been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in a book containing the minutes of the proceedings of the Company shall, subject to these Articles, be conclusive evidence of that fact.

31. POWER TO DEMAND A VOTE ON A POLL

- 31.1. Notwithstanding the foregoing, a poll may be demanded by the chairman of the meeting or at least one Member.
- 31.2. Where a poll is demanded, subject to any rights or restrictions for the time being lawfully attached to any class of shares, every person present at such meeting shall have one vote for each share of which such person is the holder or for which such person holds a proxy and such vote shall be counted by ballot as described herein, or in the case of a general meeting at which one or more Members are present by telephone, electronic or other communication facilities or means, in such manner as the chairman of the meeting may direct and the result of such poll shall be deemed to be the resolution of the meeting at which the poll was demanded and shall replace any previous



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resolution upon the same matter which has been the subject of a show of hands. A person entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.

- 31.3. A poll demanded for the purpose of electing a chairman of the meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time and in such manner during such meeting as the chairman of the meeting may direct. Any business other than that upon which a poll has been demanded may be conducted pending the taking of the poll.
- 31.4. Where a vote is taken by poll, each person physically present and entitled to vote shall be furnished with a ballot paper on which such person shall record his vote in such manner as shall be determined at the meeting having regard to the nature of the question on which the vote is taken, and each ballot paper shall be signed or initialled or otherwise marked so as to identify the voter and the registered holder in the case of a proxy. Each person present by telephone, electronic or other communication facilities or means shall cast his vote in such manner as the chairman of the meeting shall direct. At the conclusion of the poll, the ballot papers and votes cast in accordance with such directions shall be examined and counted by a committee of not less than two Members or proxy holders appointed by the chairman of the meeting for the purpose and the result of the poll shall be declared by the chairman of the meeting.

32. VOTING BY JOINT HOLDERS OF SHARES

In the case of joint holders, the vote of the senior who tenders a vote (whether in person or by proxy) shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the Register of Members.

33. INSTRUMENT OF PROXY

- 33.1. An instrument appointing a proxy shall be in writing or transmitted by electronic mail in substantially the following form or such other form as the chairman of the meeting shall accept:

Proxy

[Name of Company] (the "Company")

I/We, [insert names here], being a Member of the Company with [number] shares, HEREBY APPOINT [name] of [address] or failing him, [name] of



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[address] to be my/our proxy to vote for me/us at the meeting of the Members to be held on [date] and at any adjournment thereof. [Any restrictions on voting to be inserted here].

Signed this [date]

Member(s)

- 33.2. The instrument of proxy shall be signed or, in the case of a transmission by electronic mail, electronically signed in a manner acceptable to the chairman of the meeting, by the appointor or by the appointor's attorney duly authorised in writing, or if the appointor is a corporation, either under its seal or signed or, in the case of a transmission by electronic mail, electronically signed in a manner acceptable to the chairman of the meeting, by a duly authorised officer or attorney.
- 33.3. A Member who is the holder of two or more shares may appoint more than one proxy to represent him and vote on his behalf in respect of different shares.
- 33.4. The decision of the chairman of any general meeting as to the validity of any appointment of a proxy shall be final.

34. REPRESENTATION OF CORPORATE MEMBER

- 34.1. A corporation which is a Member may, by written instrument, authorise such person or persons as it thinks fit to act as its representative at any meeting and any person so authorised shall be entitled to exercise the same powers on behalf of the corporation which such person represents as that corporation could exercise if it were an individual Member, and that Member shall be deemed to be present in person at any such meeting attended by its authorised representative or representatives.
- 34.2. Notwithstanding the foregoing, the chairman of the meeting may accept such assurances as he thinks fit as to the right of any person to attend and vote at general meetings on behalf of a corporation which is a Member.



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35. ADJOURNMENT OF GENERAL MEETING

The chairman of a general meeting may, with the consent of the Members at any general meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting. Unless the meeting is adjourned to a specific date, place and time announced at the meeting being adjourned, fresh notice of the date, place and time for the resumption of the adjourned meeting shall be given to each Member entitled to attend and vote thereat, in accordance with these Articles.

36. WRITTEN RESOLUTIONS

- 36.1. Subject to these Articles, anything which may be done by resolution of the Company in general meeting or by resolution of a meeting of any class of the Members may be done without a meeting by written resolution in accordance with this Article.
- 36.2. A written resolution is passed when it is signed by (or in the case of a Member that is a corporation, on behalf of) all the Members, or all the Members of the relevant class thereof, entitled to vote thereon and may be signed in as many counterparts as may be necessary.
- 36.3. A resolution in writing made in accordance with this Article is as valid as if it had been passed by the Company in general meeting or by a meeting of the relevant class of Members, as the case may be, and any reference in any Article to a meeting at which a resolution is passed or to Members voting in favour of a resolution shall be construed accordingly.
- 36.4. A resolution in writing made in accordance with this Article shall constitute minutes for the purposes of the Act.
- 36.5. For the purposes of this Article, the date of the resolution is the date when the resolution is signed by (or in the case of a Member that is a corporation, on behalf of) the last Member to sign and any reference in any Article to the date of passing of a resolution is, in relation to a resolution made in accordance with this Article, a reference to such date.

37. DIRECTORS ATTENDANCE AT GENERAL MEETINGS

The Directors shall be entitled to receive notice of, attend and be heard at any general meeting.



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DIRECTORS AND OFFICERS

38. ELECTION OF DIRECTORS

- 38.1. The Directors shall be elected or appointed in writing in the first place by the subscribers to the Memorandum of Association or by a majority of them. There shall be no shareholding qualification for Directors unless prescribed by Special Resolution.
- 38.2. The Board may from time to time appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, subject to any upper limit on the number of Directors prescribed pursuant to these Articles.
- 38.3. The Company may from time to time by ordinary resolution appoint any person to be a Director.

39. NUMBER OF DIRECTORS

The Board shall consist of not less than one Director or such number in excess thereof as the Board may determine.

40. TERM OF OFFICE OF DIRECTORS

An appointment of a Director may be on terms that the Director shall automatically retire from office (unless he has sooner vacated office) at the next or a subsequent annual general meeting or upon any specified event or after any specified period; but no such term shall be implied in the absence of express provision.

41. ALTERNATE DIRECTORS

- 41.1. At any general meeting, the Members may elect a person or persons to act as a Director in the alternative to any one or more Directors or may authorise the Board to appoint such Alternate Directors.
- 41.2. Unless the Members otherwise resolve, any Director may appoint a person or persons to act as a Director in the alternative to himself by notice deposited with the Secretary.
- 41.3. Any person elected or appointed pursuant to this Article shall have all the rights and powers of the Director or Directors for whom such person is elected or appointed in the alternative, provided that such person shall not be counted more than once in determining whether or not a quorum is present.



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- 41.4. An Alternate Director shall be entitled to receive notice of all Board meetings and to attend and vote at any such meeting at which a Director for whom such Alternate Director was appointed in the alternative is not personally present and generally to perform at such meeting all the functions of such Director for whom such Alternate Director was appointed.
- 41.5. An Alternate Director's office shall terminate -
- (a) in the case of an alternate elected by the Members:
 - (i) on the occurrence in relation to the Alternate Director of any event which, if it occurred in relation to the Director for whom he was elected to act, would result in the termination of that Director; or
 - (ii) if the Director for whom he was elected in the alternative ceases for any reason to be a Director, provided that the alternate removed in these circumstances may be re-appointed by the Board as an alternate to the person appointed to fill the vacancy; and
 - (b) in the case of an alternate appointed by a Director:
 - (i) on the occurrence in relation to the Alternate Director of any event which, if it occurred in relation to his appointor, would result in the termination of the appointor's directorship; or
 - (ii) when the Alternate Director's appointor revokes the appointment by notice to the Company in writing specifying when the appointment is to terminate; or
 - (iii) if the Alternate Director's appointor ceases for any reason to be a Director.
- 41.6. If an Alternate Director is himself a Director or attends a Board meeting as the Alternate Director of more than one Director, his voting rights shall be cumulative.
- 41.7. Unless the Board determines otherwise, an Alternate Director may also represent his appointor at meetings of any committee of the Board on which his appointor serves; and the provisions of this Article shall apply equally to such committee meetings as to Board meetings.



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41.8. Save as provided in these Articles an Alternate Director shall not, as such, have any power to act as a Director or to represent his appointor and shall not be deemed to be a Director for the purposes of these Articles.

42. REMOVAL OF DIRECTORS

The Company may from time to time by ordinary resolution remove any Director from office, whether or not appointing another in his stead.

43. VACANCY IN THE OFFICE OF DIRECTOR

The office of Director shall be vacated if the Director:

- (a) is removed from office pursuant to these Articles;
- (b) dies or becomes bankrupt, or makes any arrangement or composition with his creditors generally;
- (c) is or becomes of unsound mind or an order for his detention is made under the Mental Health Act of the Cayman Islands or any analogous law of a jurisdiction outside the Cayman Islands, or dies; or
- (d) resigns his office by notice to the Company.

44. REMUNERATION OF DIRECTORS

The remuneration (if any) of the Directors shall, subject to any direction that may be given by the Company in general meeting, be determined by the Board as it may from time to time determine and shall be deemed to accrue from day to day. The Directors may also be paid all travel, hotel and other expenses properly incurred by them in attending and returning from Board meetings, any committee appointed by the Board, general meetings, or in connection with the business of the Company or their duties as Directors generally.

45. DEFECT IN APPOINTMENT

All acts done in good faith by the Board, any Director, a member of a committee appointed by the Board, any person to whom the Board may have delegated any of its powers, or any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Director or person acting as aforesaid, or that he was, or any of them



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were, disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director or act in the relevant capacity.

46. DIRECTORS TO MANAGE BUSINESS

The business of the Company shall be managed and conducted by the Board. In managing the business of the Company, the Board may exercise all such powers of the Company as are not, by the Act or by these Articles, required to be exercised by the Company in general meeting subject, nevertheless, to these Articles and the provisions of the Act.

47. POWERS OF THE BOARD OF DIRECTORS

The Board may:

- (a) appoint, suspend, or remove any manager, secretary, clerk, agent or employee of the Company and may fix their remuneration and determine their duties;
- (b) exercise all the powers of the Company to borrow money and to mortgage or charge or otherwise grant a security interest in its undertaking, property and uncalled capital, or any part thereof, and may issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or any third party;
- (c) appoint one or more Directors to the office of managing director or chief executive officer of the Company, who shall, subject to the control of the Board, supervise and administer all of the general business and affairs of the Company;
- (d) appoint a person to act as manager of the Company's day-to-day business and may entrust to and confer upon such manager such powers and duties as it deems appropriate for the transaction or conduct of such business;
- (e) by power of attorney, appoint any company, firm, person or body of persons, whether nominated directly or indirectly by the Board, to be an attorney of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board) and for such period and subject to such conditions as it may think fit and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions so vested in the attorney;



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- (f) procure that the Company pays all expenses incurred in promoting and incorporating the Company;
 - (g) delegate any of its powers (including the power to sub-delegate) to a committee of one or more persons appointed by the Board and every such committee shall conform to such directions as the Board shall impose on them. Subject to any directions or regulations made by the Board for this purpose, the meetings and proceedings of any such committee shall be governed by the provisions of these Articles regulating the meetings and proceedings of the Board, including provisions for written resolutions;
 - (h) delegate any of its powers (including the power to sub-delegate) to any person on such terms and in such manner as the Board may see fit;
 - (i) present any petition and make any application in connection with the liquidation or reorganisation of the Company;
 - (j) in connection with the issue of any share, pay such commission and brokerage as may be permitted by law; and
 - (k) authorise any company, firm, person or body of persons to act on behalf of the Company for any specific purpose and in connection therewith to execute any deed, agreement, document or instrument on behalf of the Company.

48. REGISTER OF DIRECTORS AND OFFICERS

The Board shall keep and maintain a Register of Directors and Officers in accordance with the Act.

49. OFFICERS

The Officers shall consist of a Secretary and such additional Officers as the Board may determine all of whom shall be deemed to be Officers for the purposes of these Articles.

50. APPOINTMENT OF OFFICERS

The Secretary (and additional Officers, if any) shall be appointed by the Board from time to time.



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51. DUTIES OF OFFICERS

The Officers shall have such powers and perform such duties in the management, business and affairs of the Company as may be delegated to them by the Board from time to time.

52. REMUNERATION OF OFFICERS

The Officers shall receive such remuneration as the Board may determine.

53. CONFLICTS OF INTEREST

53.1. Any Director, or any Director's firm, partner or any company with whom any Director is associated, may act in any capacity for, be employed by or render services to the Company on such terms, including with respect to remuneration, as may be agreed between the parties. Nothing herein contained shall authorise a Director or a Director's firm, partner or company to act as Auditor to the Company.

53.2. A Director who is directly or indirectly interested in a contract or proposed contract with the Company (an "Interested Director") shall declare the nature of such interest.

53.3. An Interested Director who has complied with the requirements of the foregoing Article may:

- (a) vote in respect of such contract or proposed contract; and/or
- (b) be counted in the quorum for the meeting at which the contract or proposed contract is to be voted on,
- (c) and no such contract or proposed contract shall be void or voidable by reason only that the Interested Director voted on it or was counted in the quorum of the relevant meeting and the Interested Director shall not be liable to account to the Company for any profit realised thereby.

54. INDEMNIFICATION AND EXCULPATION OF DIRECTORS AND OFFICERS

54.1. The Directors, Secretary and other Officers (such term to include any person appointed to any committee by the Board) acting in relation to any of the affairs of the Company or any subsidiary thereof, and the liquidator or trustees (if any) acting in relation to any of the affairs of the Company or any subsidiary thereof and every one of them (whether for the time being or formerly) and their heirs, executors, administrators and personal representatives (each an "indemnified party") shall



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be indemnified and secured harmless out of the assets of the Company from and against all actions, costs, charges, losses, damages and expenses which they or any of them shall or may incur or sustain by or by reason of any act done, concurred in or omitted in or about the execution of their duty, or supposed duty, or in their respective offices or trusts, and no indemnified party shall be answerable for the acts, receipts, neglects or defaults of the others of them or for joining in any receipts for the sake of conformity, or for any bankers or other persons with whom any monies or effects belonging to the Company shall or may be lodged or deposited for safe custody, or for insufficiency or deficiency of any security upon which any monies of or belonging to the Company shall be placed out on or invested, or for any other loss, misfortune or damage which may happen in the execution of their respective offices or trusts, or in relation thereto, PROVIDED THAT this indemnity shall not extend to any matter in respect of any fraud or dishonesty in relation to the Company which may attach to any of the indemnified parties. Each Member agrees to waive any claim or right of action such Member might have, whether individually or by or in the right of the Company, against any Director or Officer on account of any action taken by such Director or Officer, or the failure of such Director or Officer to take any action in the performance of his duties with or for the Company or any subsidiary thereof, PROVIDED THAT such waiver shall not extend to any matter in respect of any fraud or dishonesty in relation to the Company which may attach to such Director or Officer.

- 54.2. The Company may purchase and maintain insurance for the benefit of any Director or Officer against any liability incurred by him in his capacity as a Director or Officer or indemnifying such Director or Officer in respect of any loss arising or liability attaching to him by virtue of any rule of law in respect of any negligence, default, breach of duty or breach of trust of which the Director or Officer may be guilty in relation to the Company or any subsidiary thereof.

MEETINGS OF THE BOARD OF DIRECTORS

55. BOARD MEETINGS

The Board may meet for the transaction of business, adjourn and otherwise regulate its meetings as it sees fit. A resolution put to the vote at a Board meeting shall be carried by the affirmative votes of a majority of the votes cast and in the case of an equality of votes the resolution shall fail.



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56. NOTICE OF BOARD MEETINGS

A Director may, and the Secretary on the requisition of a Director shall, at any time summon a Board meeting. Notice of a Board meeting shall be deemed to be duly given to a Director if it is given to such Director verbally (including in person or by telephone) or otherwise communicated or sent to such Director by post, electronic means or other mode of representing words in a visible form at such Director's last known address or in accordance with any other instructions given by such Director to the Company for this purpose.

57. ELECTRONIC PARTICIPATION IN MEETINGS

Directors may participate in any meeting by such telephonic, electronic or other communication facilities or means as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such a meeting shall constitute presence in person at such meeting.

58. REPRESENTATION OF DIRECTOR

- 58.1. A Director which is a corporation may, by written instrument, authorise such person or persons as it thinks fit to act as its representative at any meeting and any person so authorised shall be entitled to exercise the same powers on behalf of the corporation which such person represents as that corporation could exercise if it were an individual Director, and that Director shall be deemed to be present in person at any such meeting attended by its authorised representative or representatives.
- 58.2. Notwithstanding the foregoing, the chairman of the meeting may accept such assurances as he thinks fit as to the right of any person to attend and vote at Board meetings on behalf of a corporation which is a Director.
- 58.3. A Director who is not present at a Board meeting, and whose Alternate Director (if any) is not present at the meeting, may be represented at the meeting by a proxy duly appointed, in which event the presence and vote of the proxy shall be deemed to be that of the Director. All the provisions of these Articles regulating the appointment of proxies by Members shall apply equally to the appointment of proxies by Directors.



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59. QUORUM AT BOARD MEETINGS

The quorum necessary for the transaction of business at a Board meeting shall be two Directors, provided that if there is only one Director for the time being in office the quorum shall be one.

60. BOARD TO CONTINUE IN THE EVENT OF VACANCY

The Board may act notwithstanding any vacancy in its number.

61. CHAIRMAN TO PRESIDE

Unless otherwise agreed by a majority of the Directors attending, the Chairman, if there be one, shall act as chairman at all Board meetings at which such person is present. In his absence a chairman of the meeting shall be appointed or elected by the Directors present at the meeting.

62. WRITTEN RESOLUTIONS

- 62.1. Anything which may be done by resolution of the Directors may, without a meeting and without any previous notice being required, be done by written resolution in accordance with this Article.
- 62.2. A written resolution may be signed by (or in the case of a Director that is a corporation, on behalf of) all the Directors in as many counterparts as may be necessary.
- 62.3. A written resolution made in accordance with this Article is as valid as if it had been passed by the Directors in a directors' meeting, and any reference in any Article to a meeting at which a resolution is passed or to Directors voting in favour of a resolution shall be construed accordingly.
- 62.4. A resolution in writing made in accordance with this Article shall constitute minutes for the purposes of the Act.
- 62.5. For the purposes of this Article, the date of the resolution is the date when the resolution is signed by (or in the case of a Director that is a corporation, on behalf of) the last Director to sign and any reference in any Article to the date of passing of a resolution is, in relation to a resolution made in accordance with this Article, a reference to such date.



*EXEMPTED Company Registered and
filed as No. 401661 On 06-Jul-2023*

A handwritten signature in black ink, appearing to read "S. Smith", is written over a horizontal line.

Senior Assistant Registrar

Palasino Holdings Limited

百樂皇宮控股有限公司

63. VALIDITY OF PRIOR ACTS OF THE BOARD

No regulation or alteration to these Articles made by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if that regulation or alteration had not been made.

CORPORATE RECORDS

64. MINUTES

The Board shall cause minutes to be duly entered in books provided for the purpose:

- (a) of all elections and appointments of Officers;
- (b) of the names of the Directors present at each Board meeting and of any committee appointed by the Board; and
- (c) of all resolutions and proceedings of general meetings of the Members, Board meetings, meetings of managers and meetings of committees appointed by the Board.

65. REGISTER OF MORTGAGES AND CHARGES

- 65.1. The Board shall cause to be kept the Register of Mortgages and Charges required by the Act.
- 65.2. The Register of Mortgages and Charges shall be open to inspection in accordance with the Act, at the registered office of the Company on every business day in the Cayman Islands, subject to such reasonable restrictions as the Board may impose, so that not less than two hours in each such business day be allowed for inspection.

66. FORM AND USE OF SEAL

- 66.1. The Company may adopt a seal, which shall bear the name of the Company in legible characters, and which may, at the discretion of the Board, be followed with or preceded by its dual foreign name or translated name (if any), in such form as the Board may determine. The Board may adopt one or more duplicate seals for use in or outside Cayman and, if the Board thinks fit, a duplicate Seal may bear on its face the name of the country, territory, district or place where it is to be issued.



EXEMPTED Company Registered and
filed as No. 401661 On 06-Jul-2023

Senior Assistant Registrar

Palasino Holdings Limited

百樂皇宮控股有限公司

- 66.2. The Seal (if any) shall only be used by the authority of the Board or of a committee of the Board authorised by the Board in that behalf and, until otherwise determined by the Board, the Seal shall be affixed in the presence of a Director or the Secretary or an assistant secretary or some other person authorised for this purpose by the Board or the committee of the Board.
- 66.3. Notwithstanding the foregoing, the Seal (if any) may without further authority be affixed by way of authentication to any document required to be filed with the Registrar of Companies in the Cayman Islands, and may be so affixed by any Director, Secretary or assistant secretary of the Company or any other person or institution having authority to file the document as aforesaid.

ACCOUNTS

67. BOOKS OF ACCOUNT

- 67.1. The Board shall cause to be kept proper books of account including, where applicable, material underlying documentation including contracts and invoices, and with respect to:-
- (a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
 - (b) all sales and purchases of goods by the Company; and
 - (c) all assets and liabilities of the Company.
- 67.2. Such books of account shall be kept and proper books of account shall not be deemed to be kept with respect to the matters aforesaid if there are not kept, at such place as the Board thinks fit, such books as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.
- 67.3. Such books of account shall be retained for a minimum period of five years from the date on which they are prepared.
- 67.4. No Member (not being a Director) shall have any right of inspecting any account or book or document of the Company.

68. FINANCIAL YEAR END

The financial year end of the Company shall be 31st March in each year but, subject to any direction of the Company in general meeting, the Board may from time to time prescribe some



EXEMPTED Company Registered and
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[Signature]
Senior Assistant Registrar

Palasino Holdings Limited

百樂皇宮控股有限公司

other period to be the financial year, provided that the Board may not without the sanction of an ordinary resolution prescribe or allow any financial year longer than eighteen months.

AUDITS

69. AUDIT

Nothing in these Articles shall be construed as making it obligatory to appoint Auditors.

70. APPOINTMENT OF AUDITORS

70.1. The Company may in general meeting appoint Auditors to hold office for such period as the Members may determine.

70.2. Whenever there are no Auditors appointed as aforesaid the Board may appoint Auditors to hold office for such period as the Board may determine or earlier removal from office by the Company in general meeting.

70.3. The Auditor may be a Member but no Director, Officer or employee of the Company shall, during his continuance in office, be eligible to act as an Auditor of the Company.

71. REMUNERATION OF AUDITORS

71.1. The remuneration of an Auditor appointed by the Members shall be fixed by the Company in general meeting.

71.2. The remuneration of an Auditor appointed by the Board in accordance with these Articles shall be fixed by the Board.

72. DUTIES OF AUDITOR

The Auditor shall make a report to the Members on the accounts examined by him and on every set of financial statements laid before the Company in general meeting, or circulated to Members, pursuant to this Article during the Auditor's tenure of office.

73. ACCESS TO RECORDS

73.1. The Auditor shall at all reasonable times have access to the Company's books, accounts and vouchers and shall be entitled to require from the Company's Directors and Officers such



EXEMPTED Company Registered and
filed as No. 401661 On 06-Jul-2023

Senior Assistant Registrar

Palasino Holdings Limited

百樂皇宮控股有限公司

information and explanations as the Auditor thinks necessary for the performance of the Auditor's duties and, if the Auditor fails to obtain all the information and explanations which, to the best of his knowledge and belief, are necessary for the purposes of their audit, he shall state that fact in his report to the Members.

- 73.2. The Auditor shall be entitled to attend any general meeting at which any financial statements which have been examined or reported on by him are to be laid before the Company and to make any statement or explanation he may desire with respect to the financial statements.

VOLUNTARY WINDING-UP AND DISSOLUTION

74. WINDING-UP

- 74.1. The Company may be voluntarily wound-up by a Special Resolution.
- 74.2. If the Company shall be wound up the liquidator may, with the sanction of a Special Resolution, divide amongst the Members in specie or in kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose, set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like sanction, vest the whole or any part of such assets in the trustees upon such trusts for the benefit of the Members as the liquidator shall think fit, but so that no Member shall be compelled to accept any shares or other securities or assets whereon there is any liability.

CHANGES TO CONSTITUTION

75. CHANGES TO ARTICLES

Subject to the Act and to the conditions contained in its memorandum, the Company may, by Special Resolution, alter or add to its Articles.

76. CHANGES TO THE MEMORANDUM OF ASSOCIATION

Subject to the Act and these Articles, the Company may from time to time by Special Resolution alter its Memorandum of Association with respect to any objects, powers or other matters specified therein.



*EXEMPTED Company Registered and
filed as No. 401661 On 06-Jul-2023*

[Signature]
Senior Assistant Registrar

Palasino Holdings Limited

百樂皇宮控股有限公司

77. DISCONTINUANCE

The Board may exercise all the powers of the Company to transfer by way of continuation the Company to a named country or jurisdiction outside the Cayman Islands pursuant to the Act.

78. MERGERS AND CONSOLIDATIONS

The Company shall have the power to merge or consolidate with one or more other constituent companies (as defined in the Act) upon such terms as the Board may determine and (to the extent required by the Act) with the approval of a Special Resolution.



EXEMPTED Company Registered and
filed as No. 401661 On 06-Jul-2023

Senior Assistant Registrar

Palasino Holdings Limited

百樂皇宮控股有限公司

Dated this 6th day of July, 2023

Charlotte Cloete, Manager

Cricket Square, Hutchins Drive,
P.O. Box 2681
Grand Cayman KY1-1111
Cayman Islands

Charlotte Cloete

Samantha Bodden

Samantha Bodden

Witness to the above signature

Address: Cricket Square
Hutchins Drive
PO Box 2681
Grand Cayman KY1-1111
Cayman Islands

Occupation: Incorporations Administrator



Die wörtliche Übereinstimmung vorstehen-
der ~~umstehender Abschrift~~ - Fotokopie -
mit der mir vorliegenden ~~Urschrift~~

~~Ausfertigung~~ - beglaubigten

Abschrift - beglaubige ich.

Frankfurt am Main, den

22.07.2024

Notar

38

Auth Code: G75710795773
www.verify.gov.ky

CERTIFICATE OF INCUMBENCY

Palasino Holdings Limited
百樂皇宮控股有限公司

We, Conyers Trust Company (Cayman) Limited, the Assistant Secretary of Palasino Holdings Limited 百樂皇宮控股有限公司 (the "Company"), a company with registered office at Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands hereby certify the following:

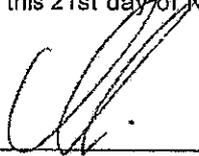
- (a) Conyers Trust Company (Cayman) Limited provides registered office for the Company:
- (b) The Company was incorporated on 6 July, 2023 with registration no. 401661.
- (c) That as far as can be determined from the documents retained at the registered office of the Company, the Company's authorised share capital is HK\$50,000 divided into 50,000 shares of a nominal or par value of HK\$1.00 each.
- (d) Based solely on the information contained in the register of directors and officers maintained at the registered office of the Company, the current directors and officers of the Company are as follows:

<u>Name</u>	<u>Position held</u>
David CHIU	Non-Executive Director and Chairman
Pavel MARSIK	Executive Director, Chief Executive Officer and Chief Financial Officer
Cheong Thard HOONG	Non-Executive Director
Kwok Tai LAW	Secretary
Conyers Trust Company (Cayman) Limited	Assistant Secretary

- (e) Based solely on the information contained in the register of members maintained at the registered office of the Company, the current member of the Company is as follows:

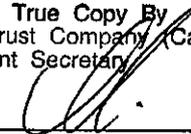
<u>Name</u>	<u>No. of share held</u>
Ample Bonus Limited	1

Dated this 21st day of November, 2023



For and on behalf of
Conyers Trust Company (Cayman) Limited
Assistant Secretary

Certified A True Copy By
Conyers Trust Company (Cayman) Limited
As Assistant Secretary



For and on behalf of
Conyers Trust Company (Cayman) Limited
Date: 15 JAN 2024

Die wörtliche Übereinstimmung ~~vorstehen-~~
~~der~~ - umstehender - ~~Abschrift~~ - Fotokopie -
mit der mir vorliegenden ~~Urschrift~~
~~Ausfertigung~~ - beglaubigten

Abschrift - beglaubige ich.
Frankfurt am Main, den
22.01.2024


Notar



Certificate Of Incorporation

CT-401661

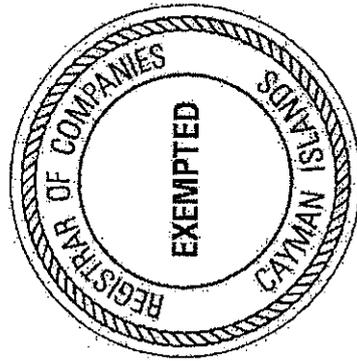
I, **D. EVADNE EBANKS** Senior Assistant Registrar of Companies of the Cayman Islands
DO HEREBY CERTIFY, pursuant to the Companies Act, that all requirements of the said
Act in respect of registration were complied with by

Palasino Holdings Limited

百樂皇宮控股有限公司

When translated in English is,
(Baile Palace Holdings Limited)

an Exempted Company incorporated in the Cayman Islands with Limited Liability with effect from the 6th day
of July Two Thousand Twenty-Three



Given under my hand and Seal at George Town in the
Island of Grand Cayman this 6th day of July
Two Thousand Twenty-Three

Senior Assistant Registrar of Companies,
Cayman Islands.

Certified A True Copy By
Conyers Trust Company (Cayman) Limited
As Assistant Secretary

For and on behalf of
Conyers Trust Company (Cayman) Limited
Date: 15 JAN 2024

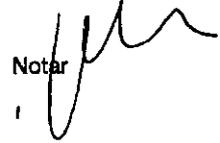
Die wörtliche Übereinstimmung ~~vorstehen-~~
~~der~~ - umstehender - ~~Abschrift~~ - Fotokopie -
mit der mir vorliegenden ~~Urschrift~~
~~Ausfertigung~~ - beglaubigten

Abschrift - beglaubige ich.

Frankfurt am Main, den

22.01.2024

Notar





CT-401661

Certificate Of Good Standing

TO WHOM IT MAY CONCERN

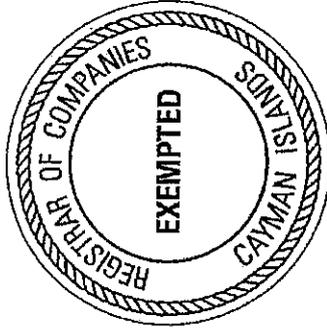
I DO HEREBY CERTIFY that

Palasino Holdings Limited

百樂皇富控股有限公司

When translated in English is,
(Baile Palace Holdings Limited)

a company duly organised and existing under and by virtue of the Acts of The Cayman Islands is at the date of this certificate in Good Standing with the office, and duly authorised to exercise therein all the powers vested in the company.



Given under my hand and Seal at George Town in the Island of Grand Cayman this 14th day of December Two Thousand Twenty-Three

An Authorised Officer,
Registry of Companies,
Cayman Islands.

Certified A True Copy By
Conyers Trust Company (Cayman) Limited
As Assistant Secretary

For and on behalf of
Conyers Trust Company (Cayman) Limited
Date: 15 JAN 2024



Die wörtliche Übereinstimmung ~~verstehen-~~
~~der~~ - umstehender - ~~Abschrift~~ - Fotokopie -
mit der mir vorliegenden ~~Urschrift~~
~~Ausfertigung~~ - beglaubigten

Abschrift - beglaubige ich.

Frankfurt am Main, den
22.01.2024

Notar 



beglaubigte Abschrift

I, the undersigned, do hereby certify that I have examined this document with its original/certified copy of the original and that the same is a true and complete copy thereof.

Dated the 6th day of October 2023

PALASINO HOLDINGS LIMITED

百樂皇宮控股有限公司

(Incorporated in the Cayman Islands with limited liability)

[Signature]

WONG Yu To
Solicitor, Hong Kong
Special Administrative Region
Road Smith
Richards Butler LLP

Minutes of a meeting (the "Meeting") of the board (the "Board") of directors (the "Directors") of Palasino Holdings Limited (the "Company") duly convened and held on 11 September 2023 at 3 p.m. at 16/F., Far East Consortium Building, 121 Des Voeux Road Central, Hong Kong

Directors Present: Please refer to the attached attendance sheet

In Attendance: Please refer to the attached attendance sheet

1. CHAIRMAN

It was noted that Tan Sri Dato' David CHIU (丹斯里拿督邱達昌) presided as chairman of this Meeting (the "Chairman").

2. NOTICE AND QUORUM

Due notice of this Meeting having been given to all Directors and a quorum being present, the Chairman declared this Meeting duly convened and properly constituted. A quorum was present and maintained throughout this Meeting.

It was noted that Tan Sri Dato' David CHIU (丹斯里拿督邱達昌) and Mr. Pavel MARŠÍK attended this Meeting by video conference and that their participation by such means is in accordance with paragraph 57 of the articles of association of the Company.

3. DECLARATION OF INTERESTS

Each Director and, for completeness, each Proposed Director (as defined below) acknowledged that, save as disclosed below, he/she is not interested in transactions deliberated in this Meeting and, having declared his/her interests below, is not prohibited from forming part of the quorum and voting in this Meeting:

The following Directors have an interest in the shares of the Company (the "Shares") and may therefore be considered to have an interest in the proposed listing (the "Proposed Listing") of all the ordinary Shares on the Main Board (the "Main Board") of The Stock Exchange of Hong Kong Limited (the "Stock Exchange") by way of a spin-off of the Czech gaming business and German and Austrian hotel business of Far East Consortium International Limited ("FEC", a company incorporated in the Cayman Islands whose shares are listed on the Main Board (stock code: 35)):

Name of Director	Nature of interest
Tan Sri Dato' David CHIU (丹斯里拿督邱達昌)	Director and controlling shareholder of FEC interested and/or deemed to be interested in approximately 51.79% of the issued shares of FEC as at the date of this Meeting ^{Note}

Mr. Cheong Thard HOONG (孔祥達)	Director and shareholder of FEC interested and/or deemed to be interested in approximately 0.58% of the issued shares of FEC as at the date of this Meeting ^{Note}
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Note: As at the date of this Meeting, the entire issued share capital of the Company was held by Ample Bonus Limited ("Ample Bonus"), a wholly-owned subsidiary of FEC. It is proposed that upon the Proposed Listing, Ample Bonus will be a shareholder of the Company holding no less than 50% interest. In addition, qualifying shareholders of FEC are expected to be provided with an assured entitlement by way of a preferential offering if the Proposed Listing proceeds.

4. PURPOSE OF THIS MEETING

It was explained that the business of this Meeting was concerned with, among other things:

- (i) An application for the Proposed Listing, whereby a listing application form in the format stated in Form A1 of the Forms Relating to Applications for Listing (the "**Listing Application Form**") under Appendix 5 to the Rules Governing the Listing of Securities on the Stock Exchange (the "**Listing Rules**") together with the attachments set out therein as required to be submitted under Rule 9.11 of the Listing Rules are to be submitted to the Stock Exchange. Ample Bonus would offer for sale the Shares which it directly owns prior to the Proposed Listing and the Company would offer for subscription new Shares by way of a public offering in Hong Kong and a placing to selected professional, institutional and corporate investors (with preferential offering to qualifying shareholders of FEC) (collectively, the "**Global Offering**").

It was noted that the Board proposed to approve the submission of the Listing Application Form, the draft of the prospectus to be issued by the Company in connection with the Proposed Listing (the "**Prospectus**") and the undertakings stated in the Listing Application Form.

The attendees at this Meeting included, *inter alia*, persons who were proposed to be appointed as Directors prior to the Proposed Listing (the "**Proposed Directors**") and whose attendance at the meeting was, *inter alia*, to familiarize themselves with certain of their duties and obligations as a director of a company which would in due course be expected to be listed on the Stock Exchange and the contents of the Prospectus and certain undertakings, declarations, acknowledgements and confirmations that they, as proposed directors of a listed company, would have to execute as part of the documents to be submitted to the Stock Exchange in relation to or arising from the Listing Application Form and the Proposed Listing. Specifically, it was proposed that, prior to the date of issue of the Prospectus, the following persons would be the Proposed Directors:

Name	Position to be appointed
Dr. Ngai Wing LIU (廖毅榮)	Independent non-executive Director
Mr. Kam Choi Rox LAM (林錦才)	Independent non-executive Director
Ms. Sin Kiu NG (吳先僑)	Independent non-executive Director

Another objective was to explain to the Directors and the Proposed Directors the status of verification of the Prospectus to the extent completed by DeHeng Law Offices (Hong Kong) LLP (“Deheng”), the Hong Kong legal advisers to Guotai Junan Capital Limited (the “Sponsor”), and that the purpose of verification is to test the accuracy of the Prospectus and provide the basis for a due diligence defence against any prospectus related accusations;

(ii) An application was made by the Company to register as a non-Hong Kong company (the “Part 16 Application”) under the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) (the “Companies Ordinance”) to the Hong Kong Companies Registry, together with the submission of a business registration notice to the Business Registration Office of Hong Kong on 29 August 2023;

(iii) It was noted that pursuant to section 776(4)(c) of the Companies Ordinance, the Company is required to appoint at least one person resident in Hong Kong who is authorized to accept service of legal process and notices on behalf of the Company (the “Companies Ordinance Authorized Representative”).

For this purpose, Mr. Kwok Tai LAW (羅國泰) was named as the Companies Ordinance Authorized Representative in the Part 16 Application;

(iv) It was noted that pursuant to Rule 3.28 of the Listing Rules, the Company is required to appoint an individual who, by virtue of his academic or professional qualifications or relevant experience, is, in the opinion of the Stock Exchange, capable of discharging the functions of company secretary (the “Company Secretary”).

For this purpose, Mr. Kwok Tai LAW (羅國泰) has been appointed as the Company Secretary with effect from 29 August 2023.

It was further noted that in connection with the appointment of Mr. Kwok Tai LAW (羅國泰) as the Company Secretary, Conyers Trust Company (Cayman) Limited be appointed as the assistant secretary of the Company to facilitate statutory filings in the Cayman Islands;

(v) It was also noted that pursuant to Rule 19.05(2) of the Listing Rules, the Company is required to appoint, and maintain throughout the period that the Shares are listed on the Main Board the appointment of, representative(s) (the “Rule 19.05 Authorized Representative(s)”) of the Company authorized to accept service of legal process and notices on behalf of the Company in Hong Kong and the Company must notify the Stock Exchange of his/her appointment and any termination of his/her appointment and details of:

- (a) his address for service of process and notices;
- (b) if different, his place of business or, if he does not maintain a place of business, his residential address;
- (c) his business or residential telephone number, as the case may be;
- (d) his email address and facsimile number (if available); and
- (e) any change in the above particulars.

For this purpose, it was proposed that Mr. Kwok Tai LAW (羅國泰) be appointed as the Rule 19.05 Authorized Representatives; and

- (vi) It was further noted that pursuant to Rule 3.05 of the Listing Rules, the Company is required to appoint two authorized representatives (the “**Rule 3.05 Authorized Representatives**”) who shall act at all times as the Company’s principal channel of communication with the Stock Exchange.

For this purpose, it was proposed that each of Mr. Cheong Thard HOONG (孔祥達) and Mr. Kwok Tai LAW (羅國泰) be appointed as the Rule 3.05 Authorized Representatives.

- (vii) It was further noted that:
 - (a) Tricor Investor Services Limited was appointed as the Hong Kong share registrar of the Company (the “**Hong Kong Share Registrar**”); and
 - (b) Conyers Trust Company (Cayman) Limited was appointed as principal share registrar and transfer office of the Company in the Cayman Islands (the “**Principal Share Registrar**”).

5. DOCUMENTS TABLED AT THIS MEETING

There were tabled to this Meeting the following documents:

- (i) the draft application proof of the Prospectus for vetting and the redacted version of the Prospectus together with the warning and disclaimer statements for publication on the Stock Exchange’s website (collectively, the “**Listing Document**”);
- (ii) the latest draft Listing Application Form and the announcement regarding the appointment of overall coordinators (the “**OC Announcement**”);
- (iii) other documents required to be submitted by the Company or executed by it in connection to the Proposed Listing (the “**Accompanying Documents**”), including but not limited to:
 - (a) the draft accountants’ report of the Company and its subsidiaries (collectively, the “**Group**”) for the three years ended 31 March 2023 (the “**Draft Accounts**”) prepared by the Company’s reporting

accountants, Deloitte Touche Tohmatsu (“**Deloitte**”), the text of which is to be included in Appendix I to the Prospectus);

- (b) the draft amended and restated memorandum and articles of association of the Company (margin marked against the relevant Appendices to the Listing Rules) (the “**Articles**”) proposed to be adopted by the Company after obtaining approval in principle of the Proposed Listing from the Listing Committee of the Stock Exchange;
- (c) the draft letter of advice to be executed by Conyers Dill & Pearman (“**Conyers Dill & Pearman**”) as legal advisers to the Company as to the Chinese name of the Company (the “**Letter of Advice**”);
- (d) the draft letter from the Sponsor, in anticipated final form, confirming that it is satisfied that the statement in the Prospectus as to the sufficiency of working capital has been given by the Company after due and careful enquiry (the “**Sponsor Confirmation of Working Capital**”);
- (e) the latest draft of the profit forecast memorandum of the Company for the year ending 31 March 2024 and the working capital forecast for the year ending 31 March 2025 (the “**Profit Forecast and Working Capital Forecast Memorandum**”) prepared by the Directors and comprising profit and loss account, cash flow and balance sheet projections for the Group, stating principal assumptions, accounting policies and calculations and the latest draft confirmation to be given by the Company to the Sponsor as to the sufficiency of working capital of the Group;
- (f) the latest draft of the reorganization memorandum of the Group (the “**Reorganization Memorandum**”);
- (g) draft of the confirmation to be given by the Company and the Directors that (i) there has been no change in reporting accountants of the Group since the preparation for the Proposed Listing; (ii) there is no segregation of financial data; and (iii) no integration of the Group’s operations with that of any related company (“**Reporting Accountant and No Segregation Confirmation**”);
- (h) the draft Czech legal opinion prepared by Becker & Poliakoff, s.r.o., advokátní kancelár as legal advisers to the Company as to Czech law (the “**Czech Legal Opinion**”);
- (i) the draft Austrian legal opinion prepared by Kraft Rechtsanwalts GmbH as legal advisers to the Company as to Austrian law (the “**Austrian Legal Opinion**”);
- (j) the draft German legal opinion prepared by avocado rechtsanwälte as legal advisers to the Company as to Czech law (the “**German Legal Opinion**”);

- (k) the draft Maltese legal opinion prepared by WH Partners as legal advisers to the Company as to Maltese law (the “**Maltese Legal Opinion**”);
- (l) draft Form M104 – “Additional information to be submitted with the Form A1” and available relevant attachments prepared for the submission of Form M104, including but not limited to the following:
 - a. list of the top 5 suppliers during the track record period;
 - b. analysis on management continuity;
 - c. analysis on ownership continuity;
 - d. draft letter to be issued by Deloitte regarding information required under certain items of Form M104;
 - e. other matters that may assist the Exchange’s consideration of the Company’s listing application;
- (m) draft Form M105 – “Basic qualifications for new listing”;
- (n) draft Form M106 – “Basic requirements for contents of Prospectus”;
- (o) draft Form M107 – “Property valuation”;
- (p) draft Form M108 – “Accountants’ report”;
- (q) draft Form M109 – “Sponsor’s undertaking and statement of independence”;
- (r) draft Form M110 – “Confirmation and undertaking with regard to biographical information of Directors and Supervisors and information in the Application Proof”;
- (s) draft Form M111 – “Market comparable analysis”;
- (t) draft Form M112 – “Application for waiver from strict compliance with requirement under the Listing Rules”;
- (u) draft Form M113 – “Summary of key financial ratios during the track record period with explanation for fluctuation”;
- (v) draft Form M114 – “Compliance adviser’s undertaking”;
- (w) draft Form M115 – “Confirmation with regard to posting of OC Announcement”;
- (x) draft Form M119 – “Additional information to be submitted with Form A1”;
- (y) certified copy of the certificate of incorporation of the Company;

- (z) the latest draft warning statements and disclaimer for the Application Proof (the “**Warning Statements for Application Proof**”) which was required to be published and uploaded on the Stock Exchange’s website through HKEx e-Submission System;
- (aa) the latest draft confirmation from Reed Smith Richards Butler LLP (“**RSRB**”) that the Application Proof follows the Stock Exchange’s guidance on redactions in an application proof and includes appropriate warning and disclaimer statements for publication of these documents (the “**Redaction Confirmation**”);
- (bb) the latest draft opinion from Woo Kwan Lee & Lo in respect of the logo shown on the Prospectus Cover, as defined below (the “**Trademark Opinion**”);
- (cc) the latest draft confirmation on no material change from each expert (the “**Expert Confirmations**”);
- (dd) a memorandum regarding the duties and responsibilities of directors of a listed company listed on the Main Board (the “**Directors’ Duties Memorandum**”);
- (ee) the latest draft back-to-back confirmation to be issued to the Sponsor by the Company regarding, among other things, the compliance with the basic qualifications for listing as set out in the Listing Rules, claims involving the Group (if any), representations to experts, financial information, and other material issues or matters relating to the listing application of the Company which ought to be brought to the attention of the Stock Exchange (if any) (the “**Back-to-Back Confirmation**”);
- (ff) the latest draft English and Chinese covers of the Application Proof (the “**Prospectus Covers**”) together with the Company’s draft confirmation regarding the covers of the Application Proof pursuant to Guidance Letter HKEx-GL98-18 issued by the Stock Exchange (the “**Prospectus Covers Confirmation**”);
- (gg) the latest draft confirmation letter to be issued to the Sponsor by the Company, authorizing the Sponsor to file the Listing Application Form for and on behalf of the Company (the “**A1 Filing Confirmation**”);
- (hh) the latest draft confirmations to be signed by the Company and the Directors (where applicable) confirming records of litigation search against the Company and the Directors respectively (the “**Litigation Confirmations**”);
- (ii) the latest draft share option scheme of the Company to be conditionally adopted by the shareholders of the Company (the “**Share Option Scheme**”);
- (jj) the latest draft verification notes against the Prospectus prepared by DeHeng; and

- (kk) the mandate letter between Guotai Junan Capital Limited, Guotai Junan Securities (Hong Kong) Limited and the Company in connection with the appointment of Guotai Junan Capital Limited as sponsor and Guotai Junan Securities (Hong Kong) Limited as the global coordinator, overall coordinator, capital market intermediary, bookrunner and lead manager in connection with the Proposed Listing (the “**Sponsor Mandate Letter**”).

All of the above tabled documents were noted by the Directors present at this Meeting and the Directors noted that:

- (i) all the Directors and Proposed Directors would be collectively and individually responsible for the accuracy of the contents of the Listing Document as at the date of its publication;
- (ii) the Securities and Futures (Stock Market Listing) Rules (Chapter 571V of the Laws of Hong Kong) (the “**SFC Rules**”) require the Listing Document to contain such particulars and information, according to the particular nature of the Company and the securities for which application for the listings of and dealings in has been made, as are necessary to enable an investor to make an informed assessment of the activities, assets and liabilities and financial position of the Company at the time of the application and its profits and losses and of the rights attaching to the securities of the Company;
- (iii) each of the Directors and the Proposed Directors had confirmed that he/she was not aware of the Company and any of its subsidiaries being engaged in any litigation, claim or arbitration of material importance and that there was no litigation or claim of any material importance known to him/her to be pending or threatened by or against any member of the Group other than those disclosed in the Listing Document and/or the Accompanying Documents;
- (iv) each of the Directors and the Proposed Directors had confirmed that he/she was fully aware of the responsibility statement contained in the Prospectus and of the civil and criminal liability for misstatements in prospectuses imposed by the Companies (Winding Up and Miscellaneous Provisions) Ordinance and that each of them had read the Prospectus comprehensively and accepted, together with the other Directors and the Proposed Directors, joint and several responsibility for the accuracy of the information given and that, having made all reasonable enquiries, to the best of their knowledge, information and belief:
 - (a) the information contained in the Listing Document was true, accurate and complete in all material respects and not misleading or deceptive;
 - (b) there are no other facts, considerations, information or matters the omission of which would make any statement in the Listing Document misleading; and
 - (c) all estimate(s), belief(s), intention(s) and opinion(s) expressed in the Listing Document had been arrived at after due and careful consideration and were founded on bases and assumptions that were fair and reasonable, that are the true and honest beliefs of the Board,

and, subject to updating and final verification nearer the time of issue of the final proof of the Listing Document, they were satisfied that the Listing Document complied with all the requirements of the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules by reference to circumstances as at the date of the meeting; and

- (v) a cheque for the listing application fees calculated by reference to the estimated monetary value of the equity securities to be listed as per the provisions in Appendix 8 of the Listing Rules, and a breakdown of expenses relating to the Proposed Listing charged by the respective parties are required to be submitted along with the Listing Application Form.

6. MATTERS NOTED

It was noted that a memorandum on Directors duties and obligations had been passed on to the Directors and the Proposed Directors and the senior management of the Company and RSRB had explained, in a separate session, to the Directors and the Proposed Directors their duties and obligations. The Directors and the Proposed Directors had declared their understanding and acceptance of such duties and obligations.

The Company is required to give certain undertakings (the “Undertakings”) and authorizations (the “Authorizations”) in the Listing Application Form details of which are set out below.

The Listing Application Form contains the following undertakings which the Company would be required to give:

- (i) for so long as any of the Shares are listed on the Main Board of the Stock Exchange, to comply at all times with all the requirements of the Listing Rules from time to time in force;
- (ii) to advise the Stock Exchange if any change of circumstance arises prior to the hearing date of the Proposed Listing by the Listing Committee of the Stock Exchange that would render any information contained in the Form A1 or the Prospectus submitted therewith misleading in any material respect;
- (iii) to lodge with the Stock Exchange, before dealings in the Shares commence, the declaration in the form prescribed in Form F in Appendix 5 to the Listing Rules required by Rule 9.11(37) of the Listing Rules;
- (iv) to lodge with the Stock Exchange the documents as required by Rules 9.11(34) to 9.11(38) of the Listing Rules as appropriate in due course, in particular, to procure each of the Directors and proposed directors of the Company to lodge with the Stock Exchange as soon as practicable after the Prospectus is published a duly signed declaration and undertaking in the form set out in Form B in Appendix 5 to the Listing Rules; and
- (v) to comply with the requirements of the procedures and format for publication and communication published by the Stock Exchange from time to time.

Under the Listing Application Form, the Company would be required to give authorization for filing with the SFC as follows:

“We, Palasino Holdings Limited are required to file copies of our application with the Securities and Futures Commission (“SFC”) under section 5(1) of the Securities and Futures (Stock Market Listing) Rules (“Rules”). Pursuant to section 5(2) of the Rules, we hereby authorize the Exchange to file all such materials with the SFC on our behalf as and when we file them with the Exchange.

If our securities become listed on the Exchange, we will be required to file copies of certain announcements, statements, circulars, or other documents made or issued by us or on our behalf to the public or to holders of our securities with the SFC under sections 7(1) and (2) of the Rules. Pursuant to section 7(3) of the Rules, we hereby authorize the Exchange to file all such documents with the SFC on our behalf as and when we file them with the Exchange.

All documents aforementioned shall be filed with the Exchange in such manner and number of copies as the Exchange may from time to time prescribe.

In this letter, “application” has the meaning ascribed to it under section 2 of the Rules.

The authorization aforementioned shall not be altered or revoked in any way unless prior written approval has been obtained from the Exchange and the Exchange shall have the absolute discretion to grant such approval. In addition, we undertake to execute such documents in favour of the Exchange perfecting the above authorization as the Exchange may require.”

7. RESOLUTIONS

The Directors present having duly and carefully considered the documents tabled at this Meeting resolved that:

- (i) it is in the commercial interests of the Company to proceed with the Proposed Listing, the implementation of the arrangements relating thereto, and the Proposed Listing be and is hereby approved;
- (ii) the contents of the Listing Application Form (including the relevant Authorizations and Undertakings by the Company), OC Announcement and all contents of the Accompanying Documents be and are approved and confirmed and any one Director or the Company Secretary be and is hereby authorized to make such changes and amendments thereto as he deems necessary;
- (iii) the submission of the Application Proof, the Listing Application Form and the Accompanying Documents (with such amendments and/or supplements as any one Director may approve) by the Sponsor for and on behalf of the Company be and are hereby approved and submission of the above documents to the Stock Exchange by the Sponsor and (if applicable) the other personnel and professional parties in paragraph (iv) below (as the case may be) for and on behalf of the Company at such time as determined by any Director and giving of undertakings, declarations and acknowledgments by the Company and other matters incidental thereto or arising therefrom as set out in the Listing

Application Form and the Accompanying Documents be and are hereby approved;

- (iv) the appointment of professional parties in relation to the Proposed Listing of:
 - (a) Guotai Junan Capital Limited as the Sponsor of the Proposed Listing;
 - (b) RSRB as the legal adviser to the Company as to Hong Kong law;
 - (c) Becker & Poliakoff, s.r.o., advokátní kancelár as legal adviser to the Company as to Czech law;
 - (d) avocado rechtsanwälte as legal adviser to the Company as to German law;
 - (e) Kraft Rechtsanwalts GmbH as the legal adviser to the Company as to Austrian law;
 - (f) WH Partners as the legal adviser to the Company as to Maltese law;
 - (g) Conyers Dill & Pearman as the legal adviser to the Company as to laws of the Cayman Islands;
 - (h) DeHeng as the legal adviser to the Sponsor as to Hong Kong law;
 - (i) JUDr. Viktor Bradáč as the legal adviser to the Sponsor as to Czech law;
 - (j) Deloitte as the auditor and reporting accountant of the Company;
 - (k) Altus Capital Limited as the compliance adviser to the Company;
 - (l) Deloitte Advisory (Hong Kong) Limited as the party reviewing the internal control mechanism of the Company in order to assist evaluation of the internal control of the Group carried out by the Board;
 - (m) Roma Appraisals Limited as the property valuer to the Company;
 - (n) China Insights Industry Consultancy Limited as the independent industry consultant; and
 - (o) iOne Financial Press Limited as the financial printer;be and are approved, ratified and confirmed, as the case may be;
- (v) Tan Sri Dato' David CHIU (丹斯里拿督邱達昌), being one of the existing non-executive Directors, be and is hereby appointed as chairman of the Company;
- (vi) Mr. Pavel MARŠÍK, being an executive Director, be and is hereby appointed as the chief executive officer and chief financial officer of the Company;
- (vii) the appointment of the Hong Kong Share Registrar and the Principal Share Registrar be and are hereby approved, confirmed and ratified;

- (viii) the appointment of Mr. Kwok Tai LAW (羅國泰) as the Company Secretary and the appointment of Conyers Trust Company (Cayman) Limited as the assistant secretary with immediate effect be and are hereby approved, confirmed and ratified;
- (ix) the appointment of Mr. Kwok Tai LAW (羅國泰) as the Rule 19.05 Authorized Representative with effect from the completion of the Proposed Listing be and is hereby approved;
- (x) the appointment of Mr. Cheong Thard HOONG (孔祥達) and Mr. Kwok Tai LAW (羅國泰) as the Rule 3.05 Authorized Representatives with effect from the completion of the Proposed Listing be and is hereby approved;
- (xi) the Part 16 Application be and is hereby approved, confirmed and ratified;
- (xii) the Draft Accounts be and are hereby noted;
- (xiii) the Articles be and are hereby noted;
- (xiv) the Letter of Advice be and is hereby noted;
- (xv) the Sponsor Confirmation of Working Capital be and is hereby noted;
- (xvi) the Profit Forecast and Working Capital Forecast Memorandum be and is hereby approved and any one Director or the Company Secretary be and is hereby authorized to make such changes and amendments thereto as he/she deems necessary;
- (xvii) the Reorganization Memorandum be and is hereby approved and any one Director or the Company Secretary be and is hereby authorized to approve such changes and amendments thereto as he/she deems necessary;
- (xviii) the Reporting Accountant and No Segregation Confirmation be and is hereby approved and any one Director be and is hereby authorized to sign the Reporting Accountant and No Segregation Confirmation on behalf of the Company;
- (xix) the Czech Legal Opinion be and is hereby noted;
- (xx) the Austrian Legal Opinion be and is hereby noted;
- (xxi) the German Legal Opinion be and is hereby noted;
- (xxii) the Maltese Legal Opinion be and is hereby noted;
- (xxiii) the contents of Form M104, Form M105, Form M106, Form M107, Form M108, Form M109, Form M110, Form M111, Form M112, Form M113, Form M114, Form M115 and Form M119 be and are hereby noted;
- (xxiv) the Warning Statements for Application Proof be and is hereby noted;
- (xxv) the Redaction Confirmation be and is hereby noted;

- (xxvi) the Trademark Opinion be and is hereby noted;
- (xxvii) the Expert Confirmations be and are hereby approved;
- (xxviii) the Prospectus Covers be and are hereby approved;
- (xxix) the Prospectus Covers Confirmation be and is hereby approved and any one Director be and is hereby authorized to sign the Prospectus Covers Confirmation on behalf of the Company;
- (xxx) the Litigation Confirmations in respect of the Company (if any) be and are hereby approved and any one Director be and is hereby authorized to sign such Litigation Confirmations on behalf of the Company;
- (xxxi) the A1 Filing Confirmation be and is hereby approved and any one Director be and is hereby authorized to sign the A1 Filing Confirmation on behalf of the Company;
- (xxxii) the Sponsor Mandate Letter be and are hereby noted;
- (xxxiii) the form and substance of the Share Option Scheme be and is hereby approved and any one Director or the Company Secretary be and is hereby authorized to make such amendments for and on behalf of the Company as he/she deems necessary or desirable;
- (xxxiv) the contents of the Back-to-back Confirmation to the Sponsor be and is hereby approved and any one Director be and is hereby authorized to make such amendments for and on behalf of the Company as he/she deems necessary or desirable, and to sign such confirmation for and on behalf of the Company and to do all such other acts, deeds and matters in relation thereto;
- (xxxv) the form and substance of the Application Proof be and are approved, and that any one Director or the Company Secretary be and is hereby authorized to make such amendments or changes to any future draft of the Prospectus as he/she deems necessary in the best interests of the Company for examination and approval by the Stock Exchange provided that the final draft of the Prospectus shall be produced to the Board for consideration and approval before it is finalized and bulk-printed;
- (xxxvi) the Directors and the Proposed Directors confirmed that they had carefully considered the business strengths and business strategies of the Group as described in the section headed "Business" in the Application Proof and were satisfied that the statements were feasible and accurate statements of the competitive strengths and strategies of the Group. The Directors and the Proposed Directors specifically adopted such statements to be the business strengths and business strategies of the Group;
- (xxxvii) the Directors and the Proposed Directors noted the section headed "Future Plans and Use of Proceeds" in the Application Proof and the statements therein. The Directors and the Proposed Directors confirmed that these statements have been made after due, careful and proper consideration and enquiry and such statements represent the true and honest belief of the Directors,

the Proposed Directors and the Company's intentions, and specifically approved such statements, as contained in the Application Proof;

- (xxxviii) one Director or Company Secretary of the Company for and on its behalf:
- (1) to or be authorized to make amendments to the Listing Application Form and the Accompanying Documents as he/she deems necessary or desirable;
 - (2) to fill in and deliver the Listing Application Form and the Accompanying Documents and sign (to the extent the Company is a signatory) the same for the on behalf of the Company, and be authorized to sign and deliver the Listing Application Form and the relevant cheque(s) regarding the non-refundable listing application fees;
 - (3) to proceed with other matters as he/she may consider necessary or desirable, to authorize any one Director or Company Secretary to execute other documents (whether under hand or under company seal) as he/she considers necessary or desirable in relation to submission of the Listing Application Form and to do other things as he/she may consider necessary or desirable; and
 - (4) to execute and deliver all such documents as he/she may consider necessary or desirable and do all such things as he/she may consider necessary or desirable for arrangement of the Shares to be delivered to Central Clearing and Settlement System operated by the Hong Kong Securities Clearing Company Limited or the allotment and issue of Shares pursuant to the Proposed Listing;
- (xxxix) the giving of Authorizations and Undertakings to the Stock Exchange be and is hereby approved and any one Director be and is hereby authorized to sign such Authorizations and Undertakings for and on behalf of the Company for submission to the Stock Exchange;
- (xl) any Director or the Sponsor be and is hereby authorized to provide a certified copy of these minutes of the meeting to the Stock Exchange and other relevant authorities and/or to deliver the same to the relevant parties and professional advisers involved if so required by each such party;
- (xli) the Sponsor be and is hereby authorized, after consultation with and for and on behalf of the Company, to (a) submit all necessary documents to the Stock Exchange; (b) liaise with the Stock Exchange and other relevant authorities; and (c) do such other acts as shall be required in connection with the Proposed Listing;
- (xlii) all the other documents tabled be and are hereby noted and approved (where applicable);
- (xliii) any one Director be and is authorized to do all the relevant acts and matters for and on behalf of the Company as he/she deems necessary or desirable in relation to the Proposed Listing and the above matters; and to execute (whether by hand,

under common seal of the Company or as a deed) all the relevant documents as he/she deems necessary or desirable in relation to the Proposed Listing and the above matters; and

- (xiv) all actions taken by the Directors and/or the Company Secretary which would have been authorized by the foregoing resolutions but were taken prior to the date hereof be and are hereby severally approved, ratified and confirmed in all respects.

It was also noted that the Proposed Directors were also in agreement with the above resolutions after duly and carefully considering the documents tabled at the Meeting.

8. CLOSE OF MEETING

There being no further business, the Chairman declared this Meeting closed.



Tan Sri Dato' David CHIU

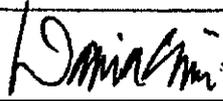
Chairman

Palasino Holdings Limited

百樂皇宮控股有限公司
(the "Company")

Attendance Sheet for the board meeting of the Company held on 11 September 2023
at 16/F., Far East at 3 ~~a.m.~~/p.m.

Consortium Building, 121 Des Voeux Road Central, Hong Kong

Party	Name	Signature
Directors of the Company	Tan Sri Dato' David CHIU (丹斯里拿督邱達昌)	
	Mr. Cheong Thard HOONG (孔祥達)	
	Mr. Pavel MARSÍK	
Persons proposed to be appointed as directors of the Company	Dr. Ngai Wing Paul LIU (廖 毅榮)	
	Mr. Rox LAM (林錦才)	
	Ms. Siu Kiu Rosa NG (吳先 僑)	
Others	Kwok Tai LAW (羅國泰)	

Palasino Holdings Limited

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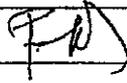
Party	Name	Signature
Directors of the Company	Tan Sri Dato' David CHIU (丹斯里拿督邱達昌)	
	Mr. Cheong Thard HOONG (孔祥達)	
	Mr. Pavel MARŠÍK	
Persons proposed to be appointed as directors of the Company	Dr. Ngai Wing Paul LIU (廖毅榮)	
	Mr. Kam Choi Rox LAM (林錦才)	
	Ms. Sin Kiu Rosa NG (吳先僑)	
Others	Mr. Kwok Tai LAW (羅國泰)	

Note: Representatives of RSRB also attended in person.

Palasino Holdings Limited

百樂皇宮控股有限公司
(the "Company")

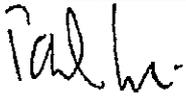
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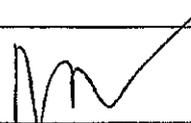
Note: Representatives of RSRB also attended in person.

Palasino Holdings Limited

百樂皇宮控股有限公司
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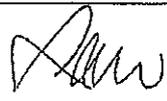
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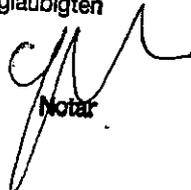
Note: Representatives of RSRB also attended in person.



Die wörtliche Übereinstimmung vorstehender - ~~ausstehender~~ Abschrift - Fotokopie - mit der mir vorliegenden ~~Abschrift~~

~~Abschrift~~ - beglaubigten Abschrift - beglaubige ich.

Frankfurt am Main, den
22.01.2024


Notar

Anlage 1

Beschluss der Gesellschafterversammlung
der

Trans World Hotels Germany GmbH
Am Reitpfad 4, 63500 Seligenstadt
Deutschland
eingetragen im Handelsregister des
Amtsgerichts Offenbach am Main
unter HRB 48085
(die „Gesellschaft“)

Wir, die

Palasino Group, a.s.
(formerly / vormalis: Trans World Hotels & Entertainment, a.s.)

Česká Kubice 64,
345 32 Česká Kubice
Czech Republic,
Česká republika / Tschechische Republik
Identifikationsnummer 643 58 267
eingetragen im Handelsregister des Kreisgerichts in Pilsen, Abteilung B, Insert Nr. 492

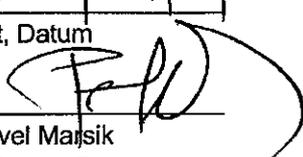
sind die alleinige Gesellschafterin der Gesellschaft.

Unter Verzicht unter alle Fristen- und Formerfordernisse wird einstimmig beschlossen:

Dem Verkauf und der Abtretung aller Geschäftsanteile der Gesellschaft durch die Palasino Group, a.s. and die Palasino Holdings Limited, Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Island, wird einstimmig eingewilligt und zugestimmt.

PRAG, 27/12/2023

Ort, Datum


Pavel Majsik
Palasino Group, a.s.

Anlage 2

Kopie

STATE OF NEVADA

BARBARA K. CEGAVSKE
Secretary of State



Commercial Recordings & Notary Division
202 N. Carson Street
Carson City, NV 89701
Telephone (775) 684-5708
Fax (775) 684-7138
North Las Vegas City Hall
2250 Las Vegas Blvd North, Suite 400
North Las Vegas, NV 89030
Telephone (702) 486-2880
Fax (702) 486-2888

KIMBERLEY PERONDI
Deputy Secretary for
Commercial Recordings

OFFICE OF THE
SECRETARY OF STATE

JEFFREY A. KOEPPPEL
9417 SUNFALL CT.
Columbia, MD 21046, USA

Work Order #: W2021050500401
May 5, 2021
Receipt Version: 1

Special Handling Instructions:

Submitter ID: 445595

Charges

Description	Fee Description	Filing Number	Filing Date/Time	Filing Status	Qty	Price	Amount
Dissolution After Beginning of Business	Fees	20211436605	5/5/2021 8:00:00 AM	Approved	1	\$100.00	\$100.00
Dissolution After Beginning of Business	Expedite Fee	20211436605	5/5/2021 8:00:00 AM	Approved	1	\$125.00	\$125.00
Total							\$225.00

Payments

Type	Description	Payment Status	Amount
Credit Card	6202325250936974103077	Success	\$225.00
Total			\$225.00

Credit Balance: \$0.00

JEFFREY A. KOEPPPEL
9417 SUNFALL CT.
Columbia, MD 21046, USA

Kopie

BARBARA K. CEGAVSKE
Secretary of State

KIMBERLEY PERONDI
Deputy Secretary for
Commercial Recordings

STATE OF NEVADA



OFFICE OF THE
SECRETARY OF STATE

Commercial Recordings Division
202 N. Carson Street
Carson City, NV 89701
Telephone (775) 684-5708
Fax (775) 684-7138
North Las Vegas City Hall
2250 Las Vegas Blvd North, Suite 400
North Las Vegas, NV 89030
Telephone (702) 486-2880
Fax (702) 486-2888

Business Entity - Filing Acknowledgement

05/05/2021

Work Order Item Number: W2021050500401-1311779
Filing Number: 20211436605
Filing Type: Dissolution After Beginning of Business
Filing Date/Time: 5/5/2021 8:00:00 AM
Filing Page(s): 1

Indexed Entity Information:

Entity ID: C12981-1993

Entity Name: TRANS WORLD
CORPORATION

Entity Status: Dissolved

Expiration Date: None

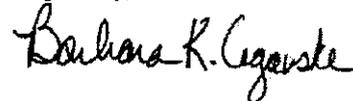
Commercial Registered Agent

INCORP SERVICES, INC.

3773 HOWARD HUGHES PKWY STE 500S, Las Vegas, NV 89169 - 6014, USA

The attached document(s) were filed with the Nevada Secretary of State, Commercial Recording Division. The filing date and time have been affixed to each document, indicating the date and time of filing. A filing number is also affixed and can be used to reference this document in the future.

Respectfully,



BARBARA K. CEGAVSKE
Secretary of State

Page 1 of 1

Commercial Recording Division
202 N. Carson Street



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-6708
 Website: www.nvsos.gov

Filed in the Office of <i>Barbara K. Cegavske</i>	Business Number C12981-1993
Secretary of State State Of Nevada	Filing Number 20211436605
	Filed On 5/5/2021 8:00:00 AM
	Number of Pages 1

Certificate of Dissolution/Withdrawal

Profit Corporation

NRS 78,78A, 78B, 80 and 89

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGHLIGHT

1. Entity Information:	Name of entity as on file with the Nevada Secretary of State: Trans World Corporation																	
	Entity or Nevada Business Identification Number (NVID): C12981-1993																	
2. Effective Date and Time: (Optional)	Date:	Time:																
	(must not be later than 90 days after the certificate is filed)																	
3. Type of Dissolution/ Withdrawal Filing Being Completed: (Select only one box)	<input type="checkbox"/> NRS 78.576: Dissolution Before Payment of Capital and Beginning of Business Business has not begun, and no part of the capital has been paid. The undersigned comprise a majority of the incorporators or of the board of directors.																	
	<input checked="" type="checkbox"/> NRS 78.580: Dissolution Before or After Issuance of Stock and After Beginning of Business The resolution to dissolve said corporation has been approved by the directors or both the directors and stockholders as provided in NRS 78.580(1) and (2). The names and addresses of the president, secretary, treasurer or Equivalent and all directors* are: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Pavel Marsik</td> <td style="width: 50%;">3773 Howard Hughes Pkwy., Suite 500S</td> </tr> <tr> <td>President or Equivalent</td> <td>Address</td> </tr> <tr> <td>Pavel Marsik</td> <td>Las Vegas, NV 89169</td> </tr> <tr> <td>Secretary or Equivalent</td> <td>Address</td> </tr> <tr> <td>Pavel Marsik</td> <td>Same as above</td> </tr> <tr> <td>Treasurer or Equivalent</td> <td>Address</td> </tr> <tr> <td>Rami S. Ramadan</td> <td>Same as above.</td> </tr> <tr> <td>Director</td> <td>Address</td> </tr> </table>		Pavel Marsik	3773 Howard Hughes Pkwy., Suite 500S	President or Equivalent	Address	Pavel Marsik	Las Vegas, NV 89169	Secretary or Equivalent	Address	Pavel Marsik	Same as above	Treasurer or Equivalent	Address	Rami S. Ramadan	Same as above.	Director	Address
Pavel Marsik	3773 Howard Hughes Pkwy., Suite 500S																	
President or Equivalent	Address																	
Pavel Marsik	Las Vegas, NV 89169																	
Secretary or Equivalent	Address																	
Pavel Marsik	Same as above																	
Treasurer or Equivalent	Address																	
Rami S. Ramadan	Same as above.																	
Director	Address																	
	<input type="checkbox"/> NRS 80.200: Withdrawal of Foreign Profit Corporation Qualified to do Business in Nevada State or country of incorporation: (required) Modified name (if foreign qualification filed pursuant to 80.025) The corporation hereby notifies the Secretary of State of Nevada of its intention to surrender its right to transact business and withdraw from the State of Nevada. By authority of a resolution of the board of directors of said corporation, this notice of withdrawal is executed by the proper officers thereof.																	
4. Signature*: (Required)	<input checked="" type="checkbox"/> <u><i>[Signature]</i></u> Sole Director Signature of Officer, Incorporator or Director Title <input checked="" type="checkbox"/> _____ Signature of Officer, Incorporator or Director Title																	

*attach a plain 8 1/2" x 11" sheet to list additional signatures.
 FILING FEE: \$100.00

Anlage 3

Vorkaufsrechtsverzicht**Waiver of the right of first refusal**PräambelPreamble

Gemäß § 14 Abs. 3 der Satzung der Trans World Hotels Germany GmbH mit Sitz in Seligenstadt, eingetragen im Handelsregister des Amtsgerichts Offenbach am Main unter HRB 48085 („Gesellschaft“), hat die Gesellschafterin Trans World Corporation mit dem Geschäftssitz in New York ein alleiniges Vorkaufsrecht beim Verkauf von Geschäftsanteilen an der Gesellschaft. Die Trans World Corporation ist jedoch nicht mehr Gesellschafterin. Ferner hat die Trans World Corporation ausweislich des „Certificate of Dissolution/Withdrawal Profit Corporation“ des Secretary of State of Nevada am 5. Mai 2021 ihre Auflösung („Dissolution“) angemeldet und ist nach Angabe des Unterzeichners (vormals Präsident, Secretary und Treasurer von Trans World Corporation) aufgelöst.

Pursuant to Section 14 (3) of the Articles of Association of Trans World Hotels Germany GmbH with registered office in Seligenstadt, entered in the commercial register of the Offenbach am Main Local Court under HRB 48085 ("Company"), the shareholder Trans World Corporation with its registered office in New York has a sole right of first refusal on the sale of shares in the Company. However, Trans World Corporation is not a shareholder any longer. Furthermore, according to the "Certificate of Dissolution/Withdrawal Profit Corporation" of the Secretary of State of Nevada, Trans World Corporation filed for dissolution on 5 May 2021 and is, according to the undersigned (former President, Secretary and Treasurer of Trans World Corporation), dissolved.

Rein vorsorglich, gibt der Unterzeichner hinsichtlich des vorgenannten Vorkaufsrechts folgende

As a matter of precaution, the undersigned hereby makes the following

Verzichtserklärung**waiver**

ab:

with respect to the aforementioned right of first refusal:

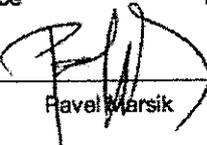
Hiermit verzichte ich, Pavel Marsik (vormals Präsident, Secretary und Treasurer der Trans World Corporation), im Namen der Trans World Corporation auf das gemäß § 14 Abs. 3 der Satzung der Trans World Hotels Germany GmbH zugunsten der Trans World Corporation gewährte Vorkaufsrecht.

I, Pavel Marsik (formerly President, Secretary and Treasurer of Trans World Corporation), hereby waive on behalf of Trans World Corporation the right of first refusal granted in favour of Trans World Corporation pursuant to Section 14 (3) of the Articles of Association of Trans World Hotels Germany GmbH.

[Unterschriftenseite folgt]

[Signature page follows]

Kopie

PRAGUE dated 18/1/2024
Place Date

Pavel Marsik

DATED 2 February 2024

FEC OVERSEAS INVESTMENT (UK) LIMITED

AND

PALASINO (CAYMAN) LIMITED

SHARE CONTRIBUTION AGREEMENT

THIS DEED is made on 2 February 2024

BETWEEN:

- (1) **FEC OVERSEAS INVESTMENT (UK) LIMITED**, a company incorporated in England and Wales whose registered office is at Northern Assurance Building Second Floor, 9-21 Princess Street, Manchester, England M2 4DN ("**FEC UK**"); and
- (2) **PALASINO (CAYMAN) LIMITED**, a company incorporated in the Cayman Islands and whose registered office is at Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands, ("**Cayman Holdco**", together with FEC UK, the "**Parties**", and each a "**Party**").

WHEREAS:

- (A) As at the date of this Deed, FEC UK is the legal and beneficial owner of 400 registered shares of Palasino Group, a.s. ("**Palasino Group**") with a par value of CZK75,000 per share and 100 registered shares of Palasino Group with a par value of CZK700,000 per share (the "**Contribution Shares**").
- (B) FEC UK agrees to contribute the Contribution Shares (representing the entire issued share capital of Palasino Group as at the date of this Deed) in exchange for the Consideration Shares upon and subject to the terms and conditions set out herein.

NOW IT IS HEREBY AGREED AND WITNESSETH as follows:

1. DEFINITIONS

1.01 In this Deed, the following expressions have the following meanings:

"**Cayman Holdco Shares**" means ordinary shares with par value of HK\$1.00 each in Cayman Holdco;

"**Completion**" means completion of this Deed;

"**Consideration Shares**" means 99 Cayman Holdco Shares to be allotted and issued credited as fully paid to FEC UK as consideration for the contribution of the Contribution Shares;

"**Deed**" means this Share Contribution Agreement; and

"**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China.

1.02 Clause headings are for convenience only and shall not affect the construction of this Deed.

1.03 References herein to Clauses are clauses in this Deed unless the context requires otherwise.

1.04 Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing a gender include every gender.

2. SHARE CONTRIBUTION

2.01 On and subject to the terms and conditions of this Deed, FEC UK shall as legal and beneficial owner contribute the Contribution Shares, representing the entire issued share capital of Palasino Group as at the date of this Deed, to Cayman Holdco free from all liens, charges, encumbrances, equities and other third-party rights and together with all rights now or hereafter attaching thereto.

2.02 In exchange for the contribution of the Contribution Shares pursuant to Clause 2.01 above, Cayman Holdco shall allot and issue the Consideration Shares to FEC UK, as the consideration.

3. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS BY FEC UK

3.01 FEC UK hereby represents, warrants and undertakes to and with Cayman Holdco that:

- (a) FEC UK is the legal and beneficial owner of the Contribution Shares and has full power to transfer to Cayman Holdco full legal and beneficial title to and in the Contribution Shares and that the Contribution Shares represent the entire issued share capital of Palasino Group, and are and will at Completion be free from all charges, liens, encumbrances and equities, claims, whatsoever;
- (b) there are no options or other agreements outstanding which call for the issue of or accord to any person the right to call for the issue of any shares in Palasino Group or the right to require the creation of any mortgage, charge, pledge, lien or other security or encumbrance over any of the Contribution Shares beneficially owned by FEC UK; and
- (c) FEC UK has the full capacity to enter into, and engage in the transactions contemplated by, this Deed and (if so required) have obtained all necessary consents to authorise and approve the execution and performance by FEC UK of this Deed.

4. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS BY CAYMAN HOLDCO

4.01 Cayman Holdco hereby represents, warrants and undertakes to and with FEC UK that:

- (a) it is duly incorporated and is validly existing under the laws of the Cayman Islands;
- (b) it has full corporate power and authority to enter into, and engage in the transactions contemplated by, this Deed and has taken or obtained all necessary corporate actions and consents to authorise and approve the execution and performance by it of this Deed; and

- (c) all the Consideration Shares will rank pari passu with all the existing issued shares of Cayman Holdco.

5. COMPLETION

5.01 Completion shall take place on the date of signing of this Deed or at such other place and time as shall be agreed by the Parties.

5.02 At Completion:

- (a) FEC UK shall deliver or procure to be delivered to Cayman Holdco duly executed endorsement in respect of the contribution of the Contribution Shares and such other documents as may be required to give a good and effective transfer of title to the Contribution Shares to Cayman Holdco and to enable it to become the registered holder thereof;
- (b) FEC UK shall deliver or procure to be delivered to Cayman Holdco board and shareholder resolutions of FEC UK approving, among other things, the execution and performance of this Deed; and
- (c) Against compliance with the provisions of Clauses 5.02(a) and (b), Cayman Holdco shall:
 - (i) notify Palasino Group of the contribution of the Contribution Shares and present the registered shares in respect thereof to Palasino Group;
 - (ii) deliver board resolutions and shareholder resolutions to FEC UK approving the entry into of this Deed and the issue and allotment of the Consideration Shares to FEC UK; and
 - (iii) make entries in the register of members of Cayman Holdco to record and give effect to the allotment and issue of the Consideration Shares to FEC UK credited as fully paid.

6. FURTHER ASSURANCE

The Parties shall do and execute or procure to be done and executed all such further acts, deeds, things and documents as may be necessary to give effect to the terms of this Deed.

7. COSTS

Each Party shall pay its own costs and disbursements (including stamp duty (if any)) of and incidental to this Deed.

8. NOTICES

Each notice, demand or other communication given or made under this Deed shall be in writing and delivered or sent to the relevant Party at its address set out in the beginning of this Deed (or

such other address as the addressee has by five (5) business days' prior written notice specified to the other Parties).

9. ENTIRE AGREEMENT AND MUTUAL RELEASE

This Deed (together with any documents referred to herein) constitutes the whole agreement between the Parties and supersedes any previous agreements, arrangements or understandings between them relating to the subject matter hereto.

10. NO THIRD PARTY RIGHT

Nothing in this Deed confers or purports to confer any right to enforce any of its terms on any person or entity who is not a party to this Deed, pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) or otherwise.

11. GOVERNING LAW AND JURISDICTION

This Deed shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts.

12. COUNTERPARTS

This Deed may be executed in one or more counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart and each such counterpart shall constitute an original of this Deed but all the counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF this Deed has been executed as a deed on the day and year first above written

EXECUTED AND DELIVERED as a)

DEED by)

FEC OVERSEAS INVESTMENT (UK) LIMITED)

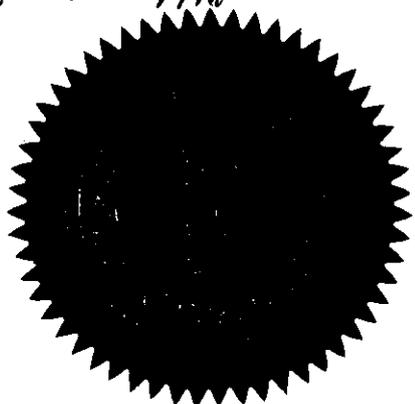
acting by **David CHIU**)

for and on its behalf)

in the presence of: *Shui Kam LEE*)

ll

David Chiu



EXECUTED AND DELIVERED as a)

DEED by)

PALASINO (CAYMAN) LIMITED)

acting by **PAVEL MARŠÍK**)



for and on its behalf)

in the presence of: **ANNA BAREŠOVÁ**)



DATED 1 March 2024

PALASINO HOLDINGS LIMITED 百樂皇宮控股有限公司

AND

AMPLE BONUS LIMITED

AND

DATEPLUM HARVEST LIMITED

AGREEMENT
in relation to
THE SALE AND PURCHASE OF
99% SHAREHOLDING INTEREST IN
PALASINO (CAYMAN) LIMITED

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THIS DEED is dated 1 March 2024 and is made

BETWEEN:

- (1) Palasino Holdings Limited 百樂皇宮控股有限公司, a company incorporated in the Cayman Islands, whose registered office is situated at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands (“**Listco**”);
- (2) Ample Bonus Limited, a company incorporated in the British Virgin Islands, whose registered office is situated at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (“**Ample Bonus**”); and
- (3) Dateplum Harvest Limited, a company incorporated in the British Virgin Islands, whose registered office is situated at ICS Corporate Services (BVI) Limited, Sea Meadow House, P.O. Box 116, Road Town, Tortola, British Virgin Islands (“**Dateplum**” and together with Ample Bonus, the “**Transferors**”).

WHEREAS:

- (A) Cayman Holdco is a company incorporated in the Cayman Islands and its authorised share capital is HK\$50,000 divided into 50,000 shares with a par value of HK\$1.00 each.
- (B) Ample Bonus legally and beneficially owns 89 fully paid shares in Cayman Holdco, representing approximately 89% of the issued share capital of Cayman Holdco.
- (C) Dateplum legally and beneficially owns 10 fully paid shares in Cayman Holdco, representing approximately 10% of the issued share capital of Cayman Holdco.
- (D) Listco proposes to apply for the listing of, and permission to deal in, the Shares on the Main Board of the Stock Exchange (the “**Listing**”). As part of the reorganisation for the purposes of the Listing, it is contemplated that Listco and Cayman Holdco will undergo a reorganisation, involving, amongst others:
 - (i) the transfer of 89 Cayman Holdco Shares and 10 Cayman Holdco Shares held by Ample Bonus and Dateplum, respectively, to Listco; and
 - (ii) the subscription by Ample Bonus of 89 Shares and the subscription by Dateplum of 10 Shares.
- (E) Ample Bonus and Dateplum have severally agreed to sell, and Listco has agreed to purchase, the Cayman Holdco Shares, in consideration and in exchange for which, Listco will allot and issue 89 Shares to Ample Bonus and 10 Shares to Dateplum, credited as fully paid up, upon the terms set out in this Deed. Each of Ample Bonus and Dateplum has severally agreed to provide the Warranties in consideration of Listco agreeing to enter into this Deed.

IT IS HEREBY AGREED THAT:-

1. INTERPRETATION

- (A) In this Deed, including the Schedules, and in the recitals hereto, unless the context otherwise requires, the following terms shall have the following meanings:-

“**Accounts**” means the audited balance sheets for each of the Group Members as at each of the three financial years ended 31 March 2023 and the unaudited balance sheets for each of the Group Members as at

the Accounts Date and the profit and loss accounts of each of the Group Members for the period commencing on 1 April 2020 and ended on the Accounts Date and all notes, reports and other documents annexed thereto duly audited in accordance with the Hong Kong Financial Reporting Standards or other generally accepted accounting principles of Hong Kong;

“Accounts Date”	means 30 September 2023;
“Application Documents”	means the documents (including the prospectus, related application documents and written responses) in respect of the application for the Listing and in response to the Stock Exchange and Securities and Futures Commission’s queries submitted to the Stock Exchange;
“Cayman Holdco”	Palasino (Cayman) Limited, further particulars of which are set out in Schedule 1;
“Cayman Holdco Shares”	means the aggregate of 99 ordinary shares of HK\$1.00 each in the share capital of Cayman Holdco, representing 99% of the issued shares of Cayman Holdco, which are legally and beneficially owned as to 89 shares by Ample Bonus and 10 shares by Dateplum;
“Completion”	means completion of this Deed in accordance with Clause 5;
“Completion Date”	means the date on which Completion takes place;
“FEC Group”	Far East Consortium International Limited (stock code: 35), an exempted company incorporated in the Cayman Islands with limited liability on 3 April 1990, the shares of which are listed on the Main Board of the Stock Exchange, and its subsidiaries;
“Group”	means Cayman Holdco and the subsidiaries of Cayman Holdco incorporated in the Czech Republic, Austria, Malta and Poland as set out in Schedule 1, and the terms “Group Member(s)” or “Group Company(ies)” shall be construed accordingly;
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China;
“Listing”	means the proposed listing of the Shares on the Main Board of the Stock Exchange;
“Legal Opinions”	the draft legal opinions from Becker a Poliakoff, s.r.o., advokátní kancelár, Kraft Rechtsanwälts GmbH and WH Partners regarding, inter alia, the operations and the property interests of the Group in the Czech Republic, Austria, Malta, for the purposes of the Listing application;
“Shares”	means ordinary shares of HK\$1.00 each in the share capital of Listco, to be subdivided prior to the Listing so that every issued and unissued Share will be subdivided into 100 Shares of HK\$0.01 per Share;

“Stock Exchange” means The Stock Exchange of Hong Kong Limited;

“Warranties” means those representations and warranties on the part of the Transferors to be given pursuant to Clause 3 and Schedule 2, and the term **“Warranty”** shall be construed accordingly.

(B) In this Deed:-

- (i) references to documents in “the agreed form” are to the documents initialled by or on behalf of the parties to this Deed;
- (ii) references to “Clauses”, “Paragraphs” and “Schedules” are to clauses and paragraphs of and schedules to this Deed respectively and a reference to this Deed includes a reference to each Schedule hereto;
- (iii) words importing the singular include the plural and vice versa, words importing a gender or the neuter include both genders and the neuter and references to persons include bodies corporate or unincorporated;
- (iv) the headings and table of contents in this Deed are for convenience only and shall not affect its interpretation; and
- (v) reference to any ordinance, regulation or other statutory provision in this Deed includes reference to such ordinance or regulation or provision as modified, consolidated or re-enacted from time to time (except to the extent where any such modification, consolidation or re-enactment increases the liability of any of the Transferors under this Deed).

2. SALE AND PURCHASE OF THE CAYMAN HOLDCO SHARES

- (A) On and subject to the terms of this Deed, each of Ample Bonus and Dateplum shall as legal and beneficial owner of 89 Cayman Holdco Shares and 10 Cayman Holdco Shares, respectively, sell to Listco and Listco shall, relying on the representations and warranties made or given by Ample Bonus and Dateplum severally, purchase a total of 99 Cayman Holdco Shares, free from all liens, claims, equities, charges, encumbrances and third party rights of whatsoever nature and with all the rights now or hereinafter attaching thereto including but not limited to all dividends or distributions which may be paid, declared or made in respect thereof at any time on or after the Completion Date.
- (B) Each of the Transferors hereby waives any pre-emptive or any other similar rights which it may have, whether pursuant to the memorandum and articles of association of Cayman Holdco or otherwise, in relation to the transfer of the Cayman Holdco Shares pursuant to this Deed.
- (C) The obligations of the Transferors under this Deed are several, but Listco shall not be obliged to take up any of the Cayman Holdco Shares unless the transfer of all the Cayman Holdco Shares are completed simultaneously. Listco shall be entitled to rescind this Deed if any of the Transferors fails to transfer its Cayman Holdco Shares to Listco as contemplated by Clause 2(A).
- (D) In consideration and exchange for the transfer of the Cayman Holdco Shares by Ample Bonus and Dateplum, respectively, Listco shall allot and issue 89 Shares to Ample Bonus and 10 Shares to Dateplum, credited as fully paid up and free from all liens, claims, equities, charges,

encumbrances and third party rights of whatsoever nature, which shall rank pari passu in all respects among themselves and with the then existing issued Share(s).

3. REPRESENTATIONS AND WARRANTIES

- (A) Each of the Transferors hereby severally represents, warrants and undertakes with Listco (for itself and for the benefit of its successors and assigns in title and as trustee for such successors and assigns in title and for each of the Group Members to the intent that the provisions of this Clause 3 shall continue to have full force and effect notwithstanding Completion) that save as otherwise disclosed in the Accounts, the Application Documents and/or the Legal Opinions, each of the matters set out in Schedule 2 is as at the date hereof and will continue to be so up to the time of Completion (if it does not take place immediately after the signing of this Deed), true and correct in all respects and not misleading in any way and acknowledge that Listco is entering into this Deed in reliance on such Warranties.
- (B) Each of the Warranties in this Deed (including all Schedules) shall survive Completion insofar as the same are not fully performed on Completion. The rights and remedies of Listco in respect of any breach of the Warranties and indemnities as recorded in this Deed shall not be affected by any investigation made by or on behalf of Listco into the affairs of any Group Member or into any of the Transferors or by Listco rescinding, or failure to rescind this Deed, or failure to exercise or delay in the exercise of any right or remedy, or by any other event or matter whatsoever, except a specific and duly authorised written waiver or release is given by Listco and no single or partial exercise of any right or remedy shall preclude any further or other exercise.
- (C) Each of the Transferors hereby severally undertakes to indemnify and keep indemnified on demand Listco (for itself and as trustee for each member of the Group) on a full indemnity basis against any loss, liability, charges, penalty, claim, expenses or costs suffered by Listco or any member of the Group as a result of or in connection with any breach of any of the Warranties including, but not limited to, any diminution in the value of the assets of and any payment made or required to be made by Listco or any member of the Group or any costs and expenses (including legal expenses) incurred as a result of such breach including costs of rectifying the breach and enforcing against the Transferors provided that the indemnity contained in this Clause shall be without prejudice to any other rights and remedies of Listco in relation to any breach of Warranty and all such other rights and remedies are hereby expressly reserved to Listco.
- (D) Each of the Transferors hereby severally undertakes in relation to the Warranties that it has made full enquiry and there is no other information of which it is aware, the omission of which would render any of the Warranties inaccurate, incomplete or misleading. Each of the Transferors severally undertakes to notify Listco in writing of any matter or thing of which it becomes aware which is or may be a breach of or inconsistent with any of the Warranties relating to itself or to the Group.
- (E) Prior to the Completion Date, if any of the Warranties set out in this Clause 3 and Schedule 2 is found to be untrue, inaccurate or misleading or has not been fully carried out in any respect, or in the event of the Transferors unable or failing to do anything required under this Deed to be done by them at or before the Completion Date, Listco may by notice in writing rescind this Deed.
- (F) No information relating to any Group Member of which Listco has knowledge (actual or constructive) and no investigation by or on behalf of Listco shall prejudice any claim made by Listco under such Warranties or under the indemnity contained in Clause 3(C) or operate to

reduce any amount recoverable, nor shall it be a defence to any claim against the Transferors that Listco knew or ought to have known or had constructive knowledge of any information relating to the circumstances giving rise to such claim.

- (G) Each Warranty shall be separate and independent and save as expressly provided shall not be limited or restricted by reference to or inference from the terms of any other representations, warranties or undertakings or any other part of this Deed.
- (H) If Completion does not take place forthwith upon the signing of this Deed, the Warranties shall be deemed to be repeated as at Completion as if all references in this Clause 3 and Schedule 2 to the date of this Deed were references to the date of Completion and to relate to the facts and circumstances then existing.
- (I) Each of the Transferors hereby irrevocably and unconditionally agrees with Listco that it:
 - (i) waives any right of contribution or recovery or any claim, demand or action it may have or be entitled to take against Listco and/or any Group Member and/or any of their respective directors and employees as a result of any claim or demand or action suffered or incurred by it, in consequence of it entering into this Deed or otherwise with respect to any other matter in connection with the transfer of the Cayman Holdco Shares or otherwise pursuant to the reorganisation of the Group in contemplation of Listing; and
 - (ii) acknowledges and agrees that no member of the Group and/or any of their respective directors and employees shall have any liability to it whatsoever, whether alone or jointly with the others, under the provisions of this Deed or otherwise in respect of any act or matter in connection with the transfer of the Cayman Holdco Shares.

4. LISTCO'S WARRANTIES

Listco represents and warrants to each Transferor that:

- (A) it has full power, capacity and authority, and has obtained all necessary consents and approvals, to enter into this Deed and to exercise its rights and perform its obligations hereunder;
- (B) all information given in this Deed including the recitals regarding Listco is at the date hereof true and accurate in all material respects and will continue to be so up to Completion (if it does not take place immediately after the signing of this Deed).

5. COMPLETION

- (A) Unless otherwise agreed by the parties hereto, this Deed shall complete forthwith upon the signing of this Deed.
- (B) At Completion:
 - (i) each of Ample Bonus and Dateplum shall deliver or cause to be delivered to Listco:-
 - (a) duly executed instruments of transfer in respect of (in the case of Ample Bonus) 89 Cayman Holdco Shares and (in the case of Dateplum) 10 Cayman Holdco Shares, respectively, in favour of Listco together with the original share certificates (if any) in respect of the aforesaid Cayman Holdco Shares;
 - (b) applications for the allotment of (in the case of Ample Bonus) 89 Shares and

- (in the case of Dateplum) 10 Shares;
- (c) a certified copy of the board resolutions and the shareholders' resolutions of Ample Bonus and Dateplum, respectively, approving this Deed and the transactions contemplated hereunder;
 - (d) such other documents as may be required to give a good and effective transfer of title to the 99 Cayman Holdco Shares to Listco and to enable it to become the registered holder thereof;
 - (e) (if required by Listco and where applicable) all corporate and constitutional documents (including certificate of incorporation, business registration certificate, articles of association, supplemental articles of association, approval certificates, business licences, tax registration certificates and all relevant governmental approval) of the Group Members;
 - (f) (if required by Listco and where applicable) in respect of every Group Member:
 - (aa) all statutory records and minute books (which shall be written up to date as at Completion) and any unissued share certificates and other statutory records;
 - (bb) the common seal and all rubber stamps, cheque books, cheque stubs and bank statements, receipt books, all current insurance policies, books and accounts and title deeds and evidence of ownership to all assets and all current contracts and all other accounting records;
 - (cc) copies of all tax returns and assessments (receipted where the due dates for payment fell on or before the Completion Date);
 - (dd) original registration certificates of the trademarks of the Group;
 - (ee) copies of all application documents (together with the relevant receipts) for the registration of the trademarks of the Group; and
 - (ff) all correspondence and other documents belonging to the relevant Group Member (including its constitutive documents);
 - (ii) Ample Bonus and Dateplum shall severally procure that board resolutions of Cayman Holdco be passed to approve:
 - (a) the transfer of a total of 99 Cayman Holdco Shares in favour of Listco and subject to the receipt of the duly executed instruments of transfer, Listco be registered as the holder of the Cayman Holdco Shares; and
 - (b) such other matters as Listco shall reasonably require for the purposes of giving effect to the provisions of this Deed; and
 - (iii) against compliance with the provisions of Clauses 5(B)(i) and 5(B)(ii), Listco shall:-
 - (a) execute the instruments of transfer in respect of the transfer of the Cayman Holdco Shares;

- (b) allot and issue 89 Shares to Ample Bonus and 10 Shares to Dateplum, deliver the share certificates in respect thereof to Ample Bonus and Dateplum, and enter the name of Ample Bonus and Dateplum in the register of members; and
 - (c) deliver to each of Ample Bonus and Dateplum, a copy of its board resolutions approving, amongst other things, the acquisition of the Cayman Holdco Shares from Ample Bonus and Dateplum; and
 - (d) deliver to each of Ample Bonus and Dateplum, a copy of its shareholder's resolutions approving, amongst other things, the allotment and issue of the 89 Shares to Ample Bonus and 10 Shares to Dateplum.
- (C) Subject to Clause 5(D), if any of the provisions of Clauses 5(B)(i) or 5(B)(ii) are not fully complied with, Listco shall be entitled (in addition to and without prejudice to all other rights or remedies available to it) to elect to rescind this Deed or to effect Completion so far as practicable having regard to the defaults which have occurred and treat this Deed as completed subject to satisfaction of a condition subsequent that the defaults be remedied within such time as it may specify. Notwithstanding the foregoing, Listco shall not be obliged to complete the transfer of any of the Cayman Holdco Shares unless the transfer of all the Cayman Holdco Shares are completed simultaneously.
- (D) If any of the documents required to be delivered or action to be taken on Completion is not forthcoming or performed for any reason or if in any other respect the provisions of Clause 5(B)(iii) are not fully complied with, the Transferors shall be entitled (in addition to and without prejudice to all other rights or remedies available to them jointly or severally) to jointly elect to rescind this Deed or to effect Completion so far as practicable having regard to the defaults which have occurred and treat this Deed as completed subject to satisfaction of a condition subsequent that the defaults be remedied within such time as they may specify.

6. NOTICE

Each notice, demand or other communication given or made under this Deed shall be in writing and delivered or sent by post or airmail or by facsimile transmission to the relevant party at its address or fax number set out below (or such other address or fax number as the addressee has by three (3) days' prior written notice specified to the other parties):-

To Listco:	Address: 16/F., Far East Consortium Building, 121 Des Voeux Road Central, Hong Kong Fax Number: 852 - 2815 0412 Attention: Kwok Tai LAW
To Ample Bonus:	Address: 16/F., Far East Consortium Building, 121 Des Voeux Road Central, Hong Kong Fax Number: 852 - 2815 0412 Attention: Wai Hung Boswell CHEUNG
To Dateplum:	Address: 15/F, Shanghai Commercial Bank Tower, 12 Queen's Road Central, Central, Hong Kong Fax Number: 852 - 2870 0570 Attention: YANG Fang

Any such notice, demand or other communication so addressed to the relevant party shall be in English and shall be served either by hand or by sending it through the post or by facsimile. Any notice shall be deemed to have been served, (i) if served by hand, when delivered; (ii) if sent by post, the second business day after it is posted, and (iii) if sent by facsimile, when despatched subject to receipt by the sender of confirmation of uninterrupted transmission.

7. FULL EFFECT

All the provisions of this Deed shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding Completion except in respect of those matters then already performed. Listco may take action for breach or non-fulfilment of any Warranty, undertaking or provision before or after Completion and Completion shall not in any way constitute any waiver of any rights of Listco.

8. SEVERABILITY

If at any time one or more provisions hereof is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, the validity, legality, enforceability or performance of the remaining provisions hereof shall not in any way be affected or impaired thereby.

9. FURTHER ASSURANCE

Notwithstanding Completion, each of the parties hereto shall sign or execute any document or do any deed, act or things as may reasonably be requested by the other parties hereto to give full force and effect to the terms of this Deed and the transactions contemplated hereunder.

10. TIME

Time shall be of the essence of this Deed, both as regards the dates and periods specifically mentioned and as to any dates and periods which may, by agreement in writing between the parties hereto, be substituted therefor.

11. COUNTERPARTS

This Deed may be executed in any number of counterparts by the parties hereto on separate counterparts, each of which when executed shall constitute an original and all of which when taken together shall constitute one and the same document.

12. ANNOUNCEMENTS

Subject to any applicable statutory or regulatory rules or otherwise as may be required by the Stock Exchange or any other relevant regulatory authority in Hong Kong (including but not limited to disclosure of this Deed as part of the Listing), none of the parties hereto shall disclose or make any public announcement in relation to the transactions the terms of which are set out in this Deed or the transactions or arrangements hereby contemplated or herein referred to or any matter ancillary hereto or thereto without the prior consent of the others (which consent shall not be unreasonably withheld or delayed).

13. COSTS, EXPENSES AND OTHERS

- (A) Each party hereto shall bear its own costs and expenses (including legal fees) incurred in connection with the preparation, negotiation, execution and performance of this Deed and all documents incidental or relating to Completion.

- (B) Each of Ample Bonus and Dateplum acknowledges that Messrs. Reed Smith Richards Butler LLP are solicitors acting for Listco only and each of Ample Bonus and Dateplum has been advised by Listco to seek independent legal advice on this Deed and the transactions contemplated hereunder.

14. ASSIGNMENT

None of the parties hereto may assign or transfer any of their rights or obligations under this Deed provided that the rights or benefits of Listco under this Deed, including without limitation the Warranties, may be assigned (together with any cause of action arising in connection with any of them) by Listco or its successor in title or any purchaser from Listco or to a subsidiary or holding company, or a fellow subsidiary of the same holding company, of Listco.

15. ENTIRE AGREEMENT

This Deed sets forth the entire agreement and understanding between the parties or any of them in relation to the transactions contemplated by this Deed and supersedes and cancels in all respects all previous agreements, letters of intent, correspondence, understandings, agreements and undertakings (if any) between the parties hereto with respect to the subject matter hereof, whether such be written or oral.

16. GOVERNING LAW AND PROCESS AGENTS

- (A) This Deed is governed by and shall be construed in accordance with the laws of Hong Kong and the parties hereto hereby submit to the non-exclusive jurisdiction of the courts of Hong Kong.
- (B) Ample Bonus hereby confirms that it has appointed Far East Consortium Limited of 16/F., Far East Consortium Building, 121 Des Voeux Road Central, Hong Kong as its agent to receive and acknowledge on its behalf service of any writ, summons, order, judgment or other legal process in Hong Kong. If for any reason the agent named above or (its successor) no longer serves as agent of Ample Bonus for this purpose, Ample Bonus shall promptly appoint a successor agent and notify all other parties hereto, failing which the other parties hereto shall be entitled to treat the last known agent as valid. Ample Bonus agrees that any such legal process shall be sufficiently served on it if delivered to such agent for service at its address for the time being in Hong Kong whether or not such agent gives notice thereof to Ample Bonus.
- (C) Dateplum hereby confirms that it has appointed YANG Fang of 15/F, Shanghai Commercial Bank Tower, 12 Queen's Road Central, Central, Hong Kong as its agent to receive and acknowledge on its behalf service of any writ, summons, order, judgment or other legal process in Hong Kong. If for any reason the agent named above or (its successor) no longer serves as agent of Dateplum for this purpose, Dateplum shall promptly appoint a successor agent and notify all other parties hereto, failing which the other parties hereto shall be entitled to treat the last known agent as valid. Dateplum agrees that any such legal process shall be sufficiently served on it if delivered to such agent for service at its address for the time being in Hong Kong whether or not such agent gives notice thereof to Dateplum.
- (D) Listco hereby confirms that it has appointed Far East Consortium Limited of 16/F., Far East Consortium Building, 121 Des Voeux Road Central, Hong Kong as its agent to receive and acknowledge on its behalf service of any writ, summons, order, judgment or other legal process in Hong Kong. If for any reason the agent named above or (its successor) no longer serves as agent of Listco for this purpose, Listco shall promptly appoint a successor agent and notify all other parties hereto, failing which the other parties hereto shall be entitled to treat the last known

agent as valid. Listco agrees that any such legal process shall be sufficiently served on it if delivered to such agent for service at its address for the time being in Hong Kong whether or not such agent gives notice thereof to Listco.

17. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE

Unless expressly provided to the contrary in this Deed, a person who is not a party has no right under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the laws of Hong Kong) to enforce or to enjoy the benefit of any term of this Deed. Notwithstanding any term of this Deed, the consent of any person who is not a party is not required to rescind or vary this Deed at any time..

SCHEDULE 1

PARTICULARS OF CAYMAN HOLDCO

Name:	Palasino (Cayman) Limited
Cayman company number	405697
Place and Date of Incorporation:	Cayman Islands, 18 December 2023
Registered Office:	Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands.
Authorised Share Capital:	The authorised share capital of Cayman Holdco is HK\$50,000 divided into 50,000 shares of a nominal or par value of HK\$1.00 each
Issued Shares:	100 ordinary shares of HK\$1.00 each
Directors:	<ol style="list-style-type: none">1. Pavel MARŠÍK2. Colin Chapman STEWART
Shareholders:	<ol style="list-style-type: none">1. Ample Bonus: 89 shares (representing 89% of the issued shares of Cayman Holdco)2. Dateplum: 10 shares (representing 10% of the issued shares of Cayman Holdco)3. Listco: 1 share (representing 1% of the issued shares of Cayman Holdco)
Principal activity:	Investment holding

PARTICULARS OF THE SUBSIDIARIES OF CAYMAN HOLDCO

Company name	Place and date of incorporation	Issued and fully paid share capital	Shareholders	Principal activities
Palasino Group, a.s.	Czech Republic, 6 September 1995	CZK100,000,000	Cayman Holdco (100%)	Hotel and casino operations and investment holding
Trans World Hotels Austria GmbH	Austria, 15 January 1992	EUR40,000	Palasino Group, a.s. (94%), Trans World Hotels Germany GmbH (6%)	Hotel operations
Palasino Malta Limited	Malta, 8 July 2021	EUR100,000	Palasino Group, a.s. (100%)	Development of online gaming
Palasino Poland Sp.z.o.o	Poland, 11 May 2021	PLN4,000,000	Palasino Group, a.s. (100%)	Inactive

SCHEDULE 2

REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

Save as otherwise disclosed in the Accounts, the Application Documents and/or the Legal Opinions, each of the Transferors severally represents and warrants to Listco that all representations and statements set out in this Schedule 2 or otherwise contained in this Deed are and will be true and accurate as at the date hereof and as at all times up to and including Completion with reference to the facts and circumstances subsisting at such time.

1. General

- (A) Each of the Transferors has full power and capacity, and has obtained all necessary consents and approvals, to enter into this Deed and to exercise its rights and perform its obligations hereunder. This Deed is a legal, valid and binding agreement on the Transferors, enforceable in accordance with its terms.
- (B) The obligations of the Transferors under this Deed shall at all times constitute direct, unconditional, unsecured, unsubordinated and general obligations of, and shall rank at least pari passu with, all other present and future outstanding unsecured obligations, created or assumed by the Transferors.
- (C) The execution, delivery and performance of this Deed by the Transferors do not and shall not violate in any respect any provision of:
 - (i) any law or regulation or any order or decree of any governmental authority, agency or court of Hong Kong and any other jurisdiction to which the relevant Transferor is subject;
 - (ii) the laws and documents incorporating and constituting the Transferors; or
 - (ii) any agreement or other undertaking to which the Transferors and/or any Group Member is a party or which is binding upon any of them or any of their respective assets, and do not and shall not result in the creation or imposition of any encumbrance on any of their assets pursuant to the provisions of any such agreement or other undertaking.
- (D) The information in the Recitals, and the information and particulars in respect of the Group Members set out in Schedule 1, are true and accurate, and all shares held by any Group Member in any other Group Member are legally and beneficially held free from all liens, claims, equities, charges, encumbrances and third party rights of whatsoever nature.
- (E) All written information given by or on behalf of the Transferors and/or Cayman Holdco to Listco or any of its representatives was when given and is now true, complete and accurate in all material respects and not misleading in any material respect.
- (F) All information about the Group and the Cayman Holdco Shares which, if disclosed, would reasonably have been expected to materially and adversely affect the decision of Listco to enter into this Deed or cause Listco to reduce its assessment of the value of the Cayman Holdco Shares or cause it to seek additional contractual obligations, has been disclosed to Listco in writing prior to the date of this Deed.

- (G) No Group Member directly or indirectly holds or beneficially owns any equitable, financial, management or other interest in any person (including any company, partnership, unincorporated company or association).
- (H) As at Completion, no Group Member will have any branch, agency, place of business or permanent establishment in any country other than in Hong Kong, the Czech Republic, Austria, Malta and Poland.

2. Corporate Status

- (A) Each Group Member has been duly incorporated and constituted under the law of its place of incorporation, and is legally and validly subsisting under the law of its place of incorporation, and there has been no resolution, petition or order for the winding-up of any Group Member and no receiver has been appointed in respect thereof or any part of the assets thereof, nor are any such resolutions, petitions, orders and appointments imminent or likely.
- (B) No events or omissions have occurred whereby the constitution, subsistence or corporate status of any Group Member has been or is likely to be materially adversely affected.

3. Share Capital and Other Information

- (A) The Cayman Holdco Shares were allotted and issued fully paid up in accordance with the constitutional documents of Cayman Holdco and all relevant laws, are legally and beneficially owned by Dateplum as to 10 Cayman Holdco Shares and by Ample Bonus as to 89 Cayman Holdco Shares, free from all liens, claims, equities, charges, encumbrances and third party rights of whatsoever nature, and rank equally amongst all other issued share(s) of Cayman Holdco .
- (B) The Cayman Holdco Shares represent 99% of the issued shares of Cayman Holdco.
- (C) No pre-Completion consent approval and permission of, or filing or registration with, any third party (including any government and/or regulatory body) is required by any of the Transferors and/or any Group Member for the transfer of any of the Cayman Holdco Shares and the performance of this Deed.
- (D) There is no debenture, warrant, option, right to acquire, mortgage, charge, pledge, lien or other form of security of any description or encumbrance on, over or affecting any of the Cayman Holdco Shares or any part of the issued or unissued share capital of any Group Member and there is no agreement or commitment to give or create any of the foregoing or accords to any person the right to call for the allotment or issue of, any shares or securities in or debentures of any Group Member and no claim has been made by any person to be entitled to any of the foregoing which has not been waived in its entirety or satisfied in full.

4. Accounts

- (A) The Accounts were prepared in accordance with applicable laws and with generally accepted accounting principles, standards and practices in Hong Kong (including all applicable Hong Kong Financial Reporting Standards).
- (B) The Accounts show a true and fair view of the state of affairs, financial position, assets and liabilities of the Group and of its results for the period commencing from 1 April 2020 and ended on the Accounts Date.

- (C) The accounting and other books and records of each Group Member are in its possession, have been properly written up and accurately present and reflect in accordance with generally accepted accounting principles and standards all the transactions entered into by each such Group Member or to which each such Group Member has been a party and there are at the date hereof no material inaccuracies or discrepancies of any kind contained or reflected in any of the said books and records, and that at the date hereof they give and reflect a true and fair view of the financial, trading and contractual position of each such Group Member and of its fixed and current and contingent assets and liabilities and debtors and creditors.
- (D) None of the Group Members has any intention to discontinue or write down the value of any assets, investments or business operations, nor is any such write down, in the reasonable opinion of its directors, required.
- (E) In relation to all financing arrangements to which a Group Member is a party:-
- (i) there has been no contravention of or non-compliance with any provision of any such arrangement which would have a material and adverse effect on the financial position of such Group Member;
 - (ii) no steps for the enforcement of any encumbrances have been taken or threatened;
 - (iii) there has not been any alteration in the terms and conditions of any of the said arrangements or facilities all of which are in full force and effect;
 - (iv) nothing has been done or omitted to be done whereby the continuance of the said arrangements and facilities in full force and effect might be materially and adversely affected or prejudiced; and
 - (v) full details and true and correct copies of all documents relating thereto have been supplied to Listco.
- (F) No Group Member has, as at 30 September 2023, lent any money or provided any credit which has not been repaid or owns the benefit of any debt (whether or not due for repayment), other than debts which have arisen in the ordinary course of its business or for the benefit of another Group Member; and no Group Member has made any loans or extended any credit contrary to the applicable laws and regulations and its constitutional documents.
- (G) Having regard to the existing facilities available to it, each Group Member has sufficient working capital with which to carry on its business, in its present form and at its present level of turnover, for the period of twelve months following Completion and for the purposes of performing all obligations placed with or undertaken by it before Completion.
- (H) No Group Member has agreed to create or issue any loan capital which have not been repaid.

5. Compliance with Legal Requirements

- (A) All corporate or other documents required to be filed or registered in respect of each Group Member with the registrar of companies in their respective places of incorporation, establishment or operation (including the memorandum and articles of association or the equivalent constitutional documents) have been duly filed as appropriate. All required

corporate procedures and approvals have been duly complied with in all material respects and obtained in respect of all acts and deeds of the Group Members and all such acts and deeds are valid and binding.

- (B) The statutory books (if any) and records containing minutes of directors' and shareholders' meetings of each Group Member have been properly and accurately written up and contain full and accurate records of all resolutions passed by the directors and the shareholders respectively of the Group Members and no Group Member has received any application or request for rectification of the register of members and compliance has been made with all other legal requirements concerning each Group Member and all issues of shares, debentures or other securities thereof.
- (C) To the extent it is applicable, each Group Member is licensed to carry on the business which is presently conducted and has complied with the laws of its jurisdiction of incorporation and place of business and all relevant legislation, rules and provisions whether in Hong Kong, the Cayman Islands, the Czech Republic, Austria, Malta, Poland or elsewhere, including (but without limitation) legislation, rules and provisions relating to companies and securities, exchange controls, borrowing and lending controls, pollution, real property, taxation and prevention of corruption.
- (D) Copies of the memorandum and articles of association or the equivalent constitutional documents of each Group Member (having attached thereto copies of all such resolutions as are by law required to be attached thereto) are true, complete and accurate in all respects and all legal and procedural requirements and other formalities concerning the memorandum and articles of association or the equivalent constitutional documents have been duly and properly complied with.
- (E) All charges against each Group Member which are required to be registered or noted by such member in accordance with all applicable laws and regulations have been so registered or noted.
- (F) All dividends or distributions declared, made or paid by each Group Member have been declared, made or paid in accordance with its articles of association or other constitutional documents and all applicable laws and regulations.

6. Financial Matters

- (A) No Group Member has any capital commitment or is engaged in any scheme or project requiring the expenditure of capital as at the date to which the most recent Accounts are made up.
- (B) No Group Member has factored any of its debts or is engaged in financing of a type which would not require to be shown or reflected in the Accounts.
- (C) There is no outstanding debt owing to any Group Member (whether as original creditor or as assignee) which shall not be fully recoverable (save as already provided for in the Accounts) or any debt owing by any Group Member which ought not in the ordinary course to have been paid.
- (D) No Group Member has any other material obligations or liabilities (whether actual or contingent).

- (E) There are no liabilities (whether contingent, qualified, disputed, deferred or not) by any Group Member to any of the Transferors or companies controlled by the Transferors (other than a Group Member or members of the FEC Group) or any person connected with them (other than a Group Member or members of the FEC Group), nor are there any indebtedness owing to any Group Member by any such person.

7. Ownership of Assets

- (A) All assets owned, held or used by and all debts due to each Group Member are legally or beneficially owned by it; and are in its possession or under its exclusive control. No Group Member is under any contractual liability in respect of the assets save as specifically referred to in this Deed.
- (B) The Group owns or has leased all the assets necessary or desirable for the effective operation of its business.

8. Property

- (A) In respect of each of the property interests owned by the Group:-

- (i) the relevant Group Member has good and marketable title in or to the property properly constituted by documents of title in the possession and under the control of the relevant Group Member and is the legal and beneficial owner thereof and there is no claim or dispute in respect of its ownership of the property;
- (ii) all covenants, obligations, stipulations, restrictions, terms and conditions affecting the property (whether regulatory, imposed by contract or otherwise) have been duly observed, performed and complied with in all material respects and all outgoings of whatever nature in respect thereof have been duly paid to-date;
- (iii) there is no dispute in respect of the property with any governmental or local authority or with the owner or occupier of any adjoining or neighbouring property or with any other person;
- (iv) there is no notice or order in relation to resumption or compulsory acquisition of the property under any legislation or contract the implementation of which would or could materially and adversely affect the occupation or enjoyment of the property;
- (v) all legislation, statutory requirements, governmental or other orders, rules, directives or instruments affecting or pertaining to the use, occupation or enjoyment of the property have been duly complied with and all requisite licences, certificates and authorities necessary for the existing use of the property have been duly obtained and are in full force, validity and effect, and there are no circumstances which could give rise to the restriction or termination of the continued possession, occupation, use or enjoyment of the property;
- (vi) the property is free from any charge, mortgage, lien, encumbrance, and there are no third party rights, conditions, orders, regulations or other restrictions which could or might have a material adverse effect on the value of the property or limit, restrict or otherwise materially adversely affect the ability of the Group Member to occupy, utilise or sell the property, and the relevant Group Member has not entered into any agreement in relation to any of the foregoing;

- (vii) there is no agreement to sell or part with possession of or let or license or grant any option over or otherwise dispose of any interest in the property or any part thereof;
 - (viii) the present use of the property is the permitted use for the purpose of any applicable law or rules regulating town planning, building, land development and/or use of property and the relevant title documents affecting the property and is not a temporary use or a use subject to restrictions or conditions giving rise to expenditure or affecting the Group's use or enjoyment of the property.
- (B) In respect of each of the property interests leased by the Group:-
- (i) the Group through one of its members has the legal right to occupy the property and the property is being used for lawful purposes, which are permitted by the relevant lease or tenancy agreement, and the occupation has not violated any relevant land or construction regulations applicable to the property;
 - (ii) all the rent and other payments payable by the Group have been paid up to date, and the user of the property occupied by the Group is in accordance with that provided for in the relevant lease or tenancy agreement, all applicable legislation, statutory requirements, governmental or other orders, rules, directives or instruments affecting or appertaining to the use, occupation or enjoyment of the property and the terms of the lease or tenancy agreement have been duly complied with in all material respects;
 - (iii) there is no claim or dispute between the Group and its landlord;
 - (iv) the lease or tenancy agreement has been duly executed by the parties thereto with all the requisite stamping, filing and other legal formalities duly attended to and all applicable duties/levies duly paid, and the lease or tenancy agreement is good, valid and subsisting and in full force validity and effect;
 - (v) the Transferors are not aware of any circumstances which might materially adversely affect or prejudice the leases or tenancy agreements or otherwise materially adversely affect the Group's occupation as lessee or tenant of the property;
 - (vi) all the terms of the lease or tenancy are set out in the leases or tenancy agreements and the terms thereof have not been varied, modified, amended or supplemented; and
 - (vii) all requisite licences, certificates and authorities necessary for the existing use of the property by the Group have been duly obtained and are in full force, validity and effect.
- (C) Details of all properties owned or leased by the Group have been set out in the Legal Opinions and/or the Application Documents.

9. Insurance

- (A) Each Group Member has effected all insurances required by law and statutes to be effected by it.
- (B) Each Group Member has paid all premiums due on the said policies and, has performed and observed all the conditions of the said policies in all material respects and nothing has been done or has occurred that renders any such policy void or voidable.

- (C) No claim is outstanding either by the insurer or the insured under any of the said policies and no claim against any Group Member by any third party is outstanding in respect of any risk covered by any of the policies or by any policy previously held by each Group Member.
- (D) The Transferors are not aware of any circumstances which would or might entitle any Group Member to make a claim under any of the said policies or which would or might be required under any of the said policies to be notified to the insurers.

10. Taxation

- (A) Each Group Member (where applicable) is registered in accordance with the Business Registration Ordinance (Cap. 310 of the Laws of Hong Kong) or equivalent legislation in other jurisdictions and has complied with all other relevant legal requirements relating to registration or notification for taxation purposes and there is no pending disputes with the Inland Revenue Department or any other tax authorities.
- (B) Each Group Member has:
 - (i) accounted for in the most recent set of the Accounts all taxation (if any) due to be paid or accounted for by it as at the date hereof and no Group Member is or is likely to be subject to any tax penalties with respect thereof; and
 - (ii) taken all necessary steps to obtain any repayment of or relief from taxation available to it.
- (C) The returns which ought to have been made by or in respect of each Group Member for any taxation purposes have been made and all such returns are up-to-date, correct and prepared on a proper basis and are not the subject of any dispute with any tax or other relevant authority and, there are no present circumstances which are likely to give rise to any such dispute and provision has been made in the Accounts for all amounts which were or would have been shown by any such return to be payable by each Group Member.
- (D) Since the date to which the most recent Accounts are made up, no distribution of capital has been made in respect of any share capital of each Group Member.

11. Material Transactions

Since the Accounts Date:-

- (A) there has been no material adverse change in the financial position of each Group Member or in the value or state of the assets or amount or nature of its liabilities;
- (B) no Group Member has disposed of any assets or assumed or incurred any outstanding material capital commitment or any material liabilities (whether actual or contingent) otherwise than in the ordinary course of carrying on its business;
- (C) the business of each Group Member has been carried on in the ordinary course of business without interruption and as a going concern.
- (D) no Group Member has created any mortgage or charge on the whole or any part of its assets now outstanding;

- (E) no Group Member has borrowed or increased any secured liability (except from banks in the ordinary course of its day to day trading operation);
- (F) save in respect of the ordinary course of day to day business operations, no Group Member has entered into any transaction and incurred any liabilities;
- (G) no assets of any Group Member have been depleted by any unlawful act on the part of any person;
- (H) no loan or loan capital has been repaid by any Group Member in whole or in part except as required in the ordinary course of day to day operations;
- (I) no Group Member has undertaken or authorised any capital commitment;
- (J) no resolution of any Group Member in general meeting has been passed other than resolutions relating to the business of an annual general meeting which was not special business (save for any general mandates for the allotment and issue of shares);
- (K) no Group Member has declared, paid or made nor is proposing to declare, pay or make any dividend or other distribution;
- (L) no event has occurred which would entitle any third party (with or without the giving of notice) to call for the repayment of indebtedness from a Group Member prior to its normal maturity date;
- (M) no fixed asset or stock has been written up nor any debt written off, and no unusual or onerous contract has been entered into by any Group Member;
- (N) no asset of any Group Member has been acquired or disposed of, or has been agreed to be acquired or disposed of, otherwise than in the ordinary course of business, and there has been no parting with possession of any of its property, assets (including know-how) or stock in trade or any payments by any Group Member, and no contract involving expenditure by it on capital account has been entered into by any Group Member, and no liability has been created or has otherwise arisen (other than in the ordinary course of business);
- (O) there has been no disposal of any asset (including stock) or supply of any service or business facility of any kind (including a loan of money or the letting, hiring or licensing of any property whether tangible or intangible) in circumstances where the consideration actually received or receivable for such disposal or supply was less than the consideration which could be deemed to have been received for tax purposes;
- (P) no event has occurred which gives rise to a tax liability to any Group Member or deemed (as opposed to actual) income, profits or gains or which results in the relevant company becoming liable to pay or bear a tax liability directly or primarily chargeable against or attributable to another person, firm or company (other than in the ordinary course of business);
- (Q) no remuneration (including bonuses) or benefit of material amount payable to any officer or employee of any Group Member has been increased nor has any Group Member undertaken any obligation to increase any such remuneration at any future date with or without retrospective effect except for the normal salary increment;

- (R) such of the book debts shown in the Accounts and all other book debts arising since such time which have been realised since the date to which the most recent Accounts are made up have been realised at amounts not less than those shown in the Accounts or, in the case of subsequently arising book debts, their face amount, and no indication has been received that any debt now owing to any Group Member is bad or doubtful;
- (S) no Group Member has entered into any joint venture or partnership with any third party;
- (T) no Group Member has given any guarantee or indemnity which has not been released or satisfied (other than those for the benefit of another Group Member); and
- (U) no Group Member has breached or defaulted under any contracts, commitments or transactions.

12. Employees' Remuneration

- (A) All contracts of service to which a Group Member is a party can be terminated by it without payment of compensation (save as provided by legislation) by not more than three months' notice.
- (B) No Group Member is a party to:
 - (i) any agreement, arrangement or scheme (whether or not legally enforceable) for any payment in connection with retirement, death or disability to any person who is or has been a director, officer, or employee of any Group Member or a relative or dependant of such a person (other than those required under the relevant laws and regulations);
 - (ii) any agreement, arrangement or scheme (whether or not legally enforceable) for profit sharing or for the payment to employees of bonuses or incentive payments or the like;
 - (iii) any collective bargaining or procedural or other agreement with any trade union or similar association save as prescribed by applicable law; or
 - (iv) any obligations or ex gratia arrangements to pay pensions gratuities retirement annuities and benefits periodical sums or any compensation to any person.
- (C) There is no claim by any person or his estate or dependants who is or had been an employee, director or other officer of any Group Member whether for any damages, compensation or other payments and there are no circumstances likely to give rise to such claim.
- (D) No Group Member and its employees are involved in any industrial dispute, and there are no facts known, or which would on reasonable enquiry be known to the Transferors which might suggest that there may be any industrial dispute involving such companies.

13. Obligations

- (A) None of the Group Members is a party to any material agreement or material arrangement (including contracts involving capital expenditure) which involves or is likely to involve obligations or liabilities which by reason of their nature or magnitude ought to be made known to an intending transferee of the Cayman Holdco Shares.
- (B) There is no outstanding contract to which a Group Member is a party of an unusual or long-term nature or involving or which may involve obligations on any Group Member of a nature or

magnitude calling for special mention or which cannot be fulfilled or performed on time or without undue or unusual expenditure of money or effort.

- (C) There is not now outstanding any agreement or arrangement entered into by any Group Member otherwise than by way of bargain at arms' length or any agreement or arrangement with any of the directors of any Group Member or their close associates (within the meaning of the Listing Rules) or in which any of the directors or their close associates are interested.
- (D) Neither this Deed nor Completion shall or is likely to cause:
- (i) any Group Member to lose the benefit of any right or privilege which it presently enjoys; or
 - (ii) any person who normally does business with any Group Member not to continue to do so on the same basis; or
 - (iii) any senior management to leave any Group Member save as may be required by Listco.
- (E) There are not now outstanding with respect to any Group Member:
- (i) any contracts of service between any Group Member and any of their respective directors which have not been provided to Listco,
 - (ii) any contracts or arrangements between any Group Member and any party which shall or may be terminated or prejudicially affected as a result of execution or completion of this Deed and/or of compliance with any other provision hereof;
 - (iii) any contracts for hire or rent, hire-purchase or purchase by way of credit or instalment payment or for maintenance of the assets of any Group Member other than in the ordinary course of business,
 - (iv) any agreement or arrangement (whether by way of guarantee indemnity warranty representation or otherwise) under which any Group Member is under a prospective or contingent liability in respect of:
 - (a) any disposal by any Group Member of its assets or business or any part thereof; or
 - (b) the obligations of any other person;
 - (v) any unpresented cheques drawn by any Group Member other than in the normal course of business;
 - (vi) any powers of attorney or other authorities (express or implied) which are still outstanding or effective to or in favour of any person to enter into any contract or commitment or to do anything on its behalf (other than such authority of directors or of employees as either is ostensible or is implied to enter into routine contracts in the normal course of their duties); and
 - (vii) any liability for any statutory or governmental levy or charge (other than for provision for which has been made in the Accounts).

- (F) The total amount borrowed by any Group Member:
- (i) from its bankers does not exceed its available facilities; and
 - (ii) from whatsoever source does not exceed any limitation on borrowing contained in the articles of association of the relevant Group Member or any debenture or other deed or document binding on it.

14. Litigation

- (A) No Group Member is engaged in (nor is any director of any Group Member in connection with the affairs of any Group Member engaged in) any litigation, arbitration or other legal proceedings of a material nature or in any proceedings or hearings of a material nature before any statutory or governmental body, department, board or agency and, so far as the Transferors are aware after due enquiry, the Transferors are not aware that any such litigation, arbitration, or other legal proceedings are pending or threatened or of any facts likely to give rise to such proceedings of a material nature.
- (B) No Group Member is insolvent and no order has been made or resolution passed for the winding up of any Group Member and there is not outstanding any petition for the winding up of any Group Member or any receivership of the whole or any part of the undertaking and assets of any Group Member and there are no circumstances which would entitle any person to present such a petition or to appoint such receiver.
- (C) No Group Member or any of the directors of any Group Member has been prosecuted or convicted in any part of the world of any criminal offence in relation to the business of the Group.

15. Intellectual Property

- (A) All Intellectual Property Rights registered in the name of any Group Member or used or required to be used by any Group Member is beneficially owned by the relevant Group Member, is unencumbered, is not subject to any agreements or licences affecting the same or subject to any claims from any third parties and is valid and subsisting.
- (B) Insofar as the Transferors are aware, the use by the Group of the Intellectual Property Rights does not breach or infringe any patent, trademark or other intellectual property rights or similar proprietary rights of any third party.
- (C) No disclosure has been made to any person other than Listco, the customers and/or suppliers of the Group of any of the commercial or industrial know-how or the financial or trade secrets of any Group Member which are material to operations of the businesses of such Group Member other than in the ordinary course of business.

For the purpose of this paragraph 15, "Intellectual Property Rights" means all patents (including but not limited to design patents and utility patents), patent rights, inventions, trade marks, service marks, logos, get-up, registered or unregistered design rights, trade or business names, domain names, trade secrets, confidential information, know-how, copyrights, semi-conductor topography rights, database rights and any proprietary or confidential information systems processes or procedures and of their intellectual property (whether, in each case, registered, unregistered or unregistrable, and including pending applications for registration and rights to apply for registration) and all rights of a similar nature or having similar effect which may subsist in any part of the world.

16. Business etc.

- (A) The principal business activities of each Group Member are as set out in the Application Documents.
- (B) None of the companies in the Group carry on any businesses or activities in breach of its relevant business license (if any) or its memorandum and articles of association (or the equivalent documents).
- (C) In respect of each of the businesses being carried on by the Group Member:-
 - (i) there are requisite corporate powers in respect thereof;
 - (ii) all applicable legislation, rules and regulations and policies have been complied with and observed, and there has been no breach or contravention of the same in any material respect;
 - (iii) all qualifications, registrations, licences, knowhow or other approvals necessary for the proper conduct of business have been obtained and maintained and no event or omission has occurred whereby any of the same or the renewal thereof is or likely to be thereby materially adversely affected, suspended or revoked.

IN WITNESS WHEREOF this Deed has been executed as a deed on the day and year first above written

EXECUTED AND DELIVERED as a)

DEED by)

PALASINO HOLDINGS LIMITED 百樂皇宮控股有限公司)

acting by )

for and on its behalf)

in the presence of: *SILVIE KASÍKOVÁ*)



EXECUTED AND DELIVERED as a)

DEED by)

AMPLE BONUS LIMITED)

acting by **Cheong Thard HOONG**)

for and on its behalf)

in the presence of: *Shui Kam LEE*)



EXECUTED AND DELIVERED as a)

DEED by)

DATEPLUM HARVEST LIMITED)

acting by)

YANG Fang)

for and on its behalf)

in the presence of:)

HUANG Hao

Huang

Yang

UMOWA SPRZEDAŻY UDZIAŁÓW

zawarta dnia 20 lipca 2023 roku pomiędzy
**Patrycja Sylwia Matysiak - Wspólnik spółki
2CONNECTU spółka z ograniczoną
odpowiedzialnością posiadająca 50 udziałów,**
PESEL: 76110404704, adres zamieszkania: ul.
Pogodna 8, 55-010 Kotowice

**Justyna Mszańska - Wspólnik spółki 2CONNECTU
spółka z ograniczoną odpowiedzialnością
posiadająca 50 udziałów** PESEL: 89012401546, adres
zamieszkania: Kosynierów 87C, 58-370 Boguszów-
Gorce

zwanymi dalej łącznie lub każdy z osobna
Sprzedawcą/Sprzedającym

a

Trans World Hotels & Entertainment, a.s. z siedzibą
w : Česká Kubice 64, 345 32 Česká Kubice, Republika
Czeska, adres do doręczeń: ul. Gwiaździsta 8/3, 53-
413 Wrocław

reprezentowaną przez **Colin Chapman Stewart**
zwanym dalej **Kupującym**

SHARE SALE AGREEMENT

concluded on 20th July 2023 between
**Patrycja Sylwia Matysiak - Shareholder of
2CONNECTU limited liability company holding 50
shares,** PESEL: 76110404704, address: ul. Pogodna
8, 55-010 Kotowice

**Justyna Mszańska - Shareholder of 2CONNECTU
limited liability company holding 50 shares** PESEL:
89012401546, address: Kosynierów 87C, 58-370
Boguszów-Gorce

hereinafter jointly or individually referred to as the
Seller

and

Trans World Hotels & Entertainment, a.s. with the
registered office in Česká Kubice 64, 345 32 Česká
Kubice, Czech Republic, address of correspondence:
ul. Gwiaździsta 8/3, 53-413 Wrocław

represented by **Colin Chapman Stewart**
hereinafter referred to as the **Buyer**

§ 1

Definicje

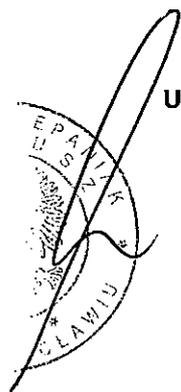
Udziały oznacza wszystkie 100 (sto)
udziałów w kapitale zakładowym
Spółki 2CONNECTU spółka z
ograniczoną odpowiedzialnością
z siedzibą we Wrocławiu o
wartości nominalnej 50,00 PLN
(pięćdziesiąt złotych) każdy oraz o
łącznie wartości nominalnej
5.000,00 PLN (pięć tysięcy
złotych), reprezentujących

§ 1

Definitions

Shares means all 100 (one hundred)
shares in the share capital of
2CONNECTU limited liability
company with its registered
office in Wrocław with a
nominal value of PLN 50.00
(fifty zlotys) each and with a
total nominal value of PLN
5,000.00 (five thousand
zlotys), representing a total of

łącznie 100 % kapitału zakładowego Spółki oraz ogólnej liczby głosów na Zgromadzeniu Wspólników, będące przedmiotem sprzedaży na podstawie niniejszej Umowy, lub każdy udział z osobna



Udział

jeden udział w kapitale zakładowym Spółki 2CONNECTU spółka z ograniczoną odpowiedzialnością z siedzibą we Wrocławiu o wartości nominalnej 50,00 PLN (pięćdziesiąt złotych) każdy

Obciążenie

oznacza zajęcie w postępowaniu egzekucyjnym, zastaw zwykły, skarbowy, finansowy lub rejestrowy, użytkowanie, hipotekę, służebność, przelew lub przewłaszczenie na zabezpieczenie, opcję, prawo pierwokupu lub inne prawo pierwszeństwa, albo jakiegokolwiek inne prawo, obciążenie lub ograniczenie na rzecz osób trzecich o charakterze rzeczowym lub obligacyjnym (także na podstawie Umowy Spółki, np. najem, dzierżawa, leasing lub inną podobną umowę, w tym wszelkie inne uprzywilejowania wywierające podobny skutek prawny.

100 % of the company's share capital and the total number of votes at the Shareholders' Meeting, which are sold under this Agreement, or each share separately.

Share

one share in the share capital of 2CONNECTU limited liability company with its registered office in Wrocław with a nominal value of PLN 50.00 (fifty zlotys)

Encumbrance

means seizure in enforcement proceedings, ordinary, fiscal, financial or registered lien, use, mortgage, servitude, transfer or transfer to security, option, pre-emption right or other right of priority, or any other right, charge or restriction to third parties of a material or bond nature (including under the Company Agreement, e.g. leasing, leasing or other similar agreement, including any other preference having a similar legal effect.

A handwritten signature in black ink, appearing to be 'ast'.

A handwritten signature in black ink, appearing to be 'MT'.

Spółka

oznacza **2CONNECTU spółka z ograniczoną odpowiedzialnością** z siedzibą we Wrocławiu (52-407), ul. Eugeniusza Kwiatkowskiego 4 NIP: 8943170607, REGON: 389467156, wpisana do rejestru przedsiębiorców Krajowego Rejestru Sądowego pod numerem KRS: 0000911368, prowadzonego przez Sąd Rejonowy dla Wrocławia – Fabrycznej we Wrocławiu, VI Wydział Gospodarczy Krajowego Rejestru Sądowego

Company

means **2CONNECTU limited liability company** with its registered office in Wrocław (52-407), ul. Eugeniusza Kwiatkowskiego 4 NIP: 8943170607, REGON: 389467156, entered in the register of entrepreneurs of the National Court Register under the number KRS: 0000911368, maintained by the District Court for Wrocław - Fabryczna in Wrocław, VI Commercial Division of the National Court Register

Umowa Spółki

oznacza Umowę Spółki z dnia 11 maja 2021 roku sporządzoną przed zastępcą notarialnym Emilią Michajluk – Piasecką, w Kancelarii Notarialnej Wisławy Boć-Mazur, repertorium A numer 5844/2021.

Act of Incorporation

means the Company's Act of Incorporation of 11.05.2021 concluded before deputy notary public Emilia Michajluk Piasecka in Notarial Office of Wiesława Boć-Mazur, repertory A number 5844/2021.

§ 2

Sprzedaż Udziałów

1. Na dzień zawarcia niniejszej Umowy:
 - a) Patrycja Sylwia Matysiak jest właścicielem 50 udziałów Spółki 2CONNECTU spółka z ograniczoną odpowiedzialnością o łącznej wartości nominalnej 2500,00 PLN (słownie: dwa tysiące pięćset złotych) o wartości 50,00

§ 2

Sale of Shares

1. At the date of conclusion of this Agreement:
 - a) Patrycja Sylwia Matysiak is owner of 50 shares of 2CONNECTU limited liability company with a total nominal value of PLN 2500,00 (in words: two thousand five hundred) with a value of PLN 50,00 (in words: fifty zlotys) each,



PLN (słownie: pięćdziesiąt złotych) każdy, stanowiących łącznie 50% kapitału zakładowego Spółki oraz reprezentujących 50% głosów na Zgromadzeniu Wspólników, wolnych od wszelkich Obciążeń.

- b) Justyna Mszańska jest właścicielem 50 udziałów Spółki 2CONNECTU spółka z ograniczoną odpowiedzialnością o łącznej wartości nominalnej 2500,00 PLN (słownie: dwa tysiące pięćset złotych) o wartości 50,00 PLN (słownie: pięćdziesiąt złotych) każdy, stanowiących łącznie 50% kapitału zakładowego Spółki oraz reprezentujących 50% głosów na Zgromadzeniu Wspólników, wolnych od wszelkich Obciążeń.

2. Na podstawie niniejszej Umowy z dniem jej zawarcia:

- a) **Patrycja Sylwia Matysiak sprzedaje 50 udziałów Spółki 2CONNECTU spółka z ograniczoną odpowiedzialnością o łącznej wartości nominalnej 2.500,00 PLN (słownie: dwa tysiące pięćset złotych) o wartości 50,00 PLN (słownie: pięćdziesiąt złotych) każdy, stanowiących łącznie 50% kapitału zakładowego Spółki oraz reprezentujących 50% głosów na Zgromadzeniu Wspólników, wolnych od wszelkich Obciążeń wraz ze wszystkimi prawami z nich wynikającymi lub z nimi**

representing a total of 50% of the Company's share capital and representing 50% of the votes at the Shareholders' Meeting, free of all Encumbrances.

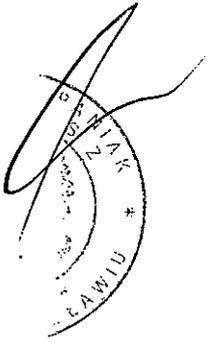
- b) Justyna Mszańska is owner of 50 shares of 2CONNECTU limited liability company with a total nominal value of PLN 2500,00 (in words: two thousand five hundred zlotys) with a value of PLN 50,00 (in words: fifty zlotys) each, representing a total of 50% of the Company's share capital and representing 50% of the votes at the Shareholders' Meeting, free of all Encumbrances.

2. Pursuant to this Agreement as of the day of conclusion of this Agreement:

- a) **Patrycja Sylwia Matysiak sells 50 shares of 2CONNECTU limited liability company with a total nominal value of PLN 2.500,00 (in words: two thousand five hundred zlotys) worth PLN 50,00 (in words: fifty zlotys) each, representing a total of 50% of the Company's share capital and representing 50% of the votes at the Shareholders' Meeting, free of any Encumbrances, including all rights arising therefrom or related thereto, at a price provided in § 3 of the Agreement; and**

związanymi, za cenę określoną w § 3 Umowy; a

- b) **Patrycja Sylwia Matysiak** sprzedaje 50 udziałów Spółki 2CONNECTU spółka z ograniczoną odpowiedzialnością o łącznej wartości nominalnej 2.500,00 PLN (słownie: dwa tysiące pięćset) o wartości 50,00 PLN (słownie: pięćdziesiąt złotych) każdy, stanowiących łącznie 50% kapitału zakładowego Spółki oraz reprezentujących 50% głosów na Zgromadzeniu Wspólników, wolnych od wszelkich Obciążeń wraz ze wszystkimi prawami z nich wynikającymi lub z nimi związanymi, za cenę określoną w § 3 Umowy.



- b) **Patrycja Sylwia Matysiak** sells 50 shares of 2CONNECTU limited liability company with a total nominal value of PLN 2.500,00 (in words: two thousand five hundred zlotys) worth PLN 50,00 (in words: fifty zlotys) each, representing a total of 50% of the Company's share capital and representing 50% of the votes at the Shareholders' Meeting, free of any Encumbrances, including all rights arising therefrom or related thereto at a price provided in § 3 of the Agreement.

2. Kupujący nabywa i odbiera te Udziały z dniem zawarcia Umowy i zobowiązuje się zapłacić Cenę Sprzedaży Udziałów określoną w § 3 ust. 1 Umowy.

3. The Buyer acquires and receives these Shares as of the day of conclusion of this Agreement and undertakes to pay the Purchase Price of Shares referred to in § 3 item 1 of the Agreement.

§ 3

Cena i płatność

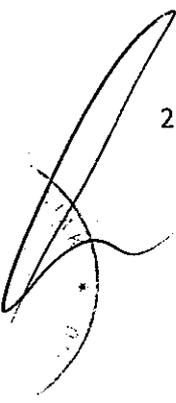
1. Łączna cena sprzedaży wszystkich 100 Udziałów wynosi 98.709,00 PLN (słownie: dziewięćdziesiąt osiem tysięcy siedemset dziewięć) („Cena Sprzedaży”), t.j. 987,09 PLN (słownie: dziewięćset osiemdziesiąt siedem złotych dziewięć groszy) za jeden Udział.

§ 3

Price and payment

1. The total purchase price of all 100 Shares is 98.709,00 PLN (in words: ninety eight thousand seven hundred nine Zlotys) ("Purchase Price"), i.e. 987,09 PLN (nine hundred eighty seven Zloty nine grosz) for one Share.



- 
- a) Cena Sprzedaży wszystkich Udziół Pauliny Sylwii Matysiak wynosi 49.354,50 PLN,
 - b) Cena Sprzedaży wszystkich Udziół Justyny Mszańskiej wynosi 49.354,50 PLN.
2. Stosownie do ustaleń miedzy Sprzedajcymi zapłata Ceny Sprzedaży nastąpi w następujący sposób:
 - a) na rachunek Pauliny Sylwii Matysiak w kwocie 86.709,00 PLN (słownie: osiemdziesiąt sześć tysięcy siedemset dziewięć złotych) nastąpi na rachunek bankowy o numerze PL10 1240 6670 1111 0000 5640 7800 Pekao S.A. BIC/SWIFT PKOPPLPW ;
 - b) na rachunek Justyny Mszańskiej w kwocie 12.000,00 PLN (słownie: dwanaście tysięcy złotych) nastąpi na rachunek bankowy o numerze PL07249000050000400062628450, BIC/SWIFT ALBPPLPW.
 3. Zapłata Ceny Sprzedaży w sposób określony w ustępie 2 powyżej zaspakają wszelkie roszczenia Sprzedających z tytułu sprzedaży Udziół.
 4. Zapłata całości Ceny Sprzedaży nastąpi nie później niż w terminie 7 dni od dnia zawarcia niniejszej Umowy.

§ 4

Oświadczenia Sprzedawcy

1. Sprzedawca niniejszym potwierdza, że Nabywca z pomocą swojego doradcy prawnego dokonał audytu prawnego w

- a) Purchase Price of all Shares of Paulina Sylwia Matysiak is PLN 49.354,50,
 - b) Purchase Price of all Shares of Justyna Mszańska is PLN 49.354,50.
2. Up to the arrangements between the Sellers the Purchase Price will be paid in the following manner:
 - a) to the bank account of Paulina Sylwia Matysiak in the amount of PLN 86.709,00 (in words: eighty six thousand seven hundred nine Zlotys) - bank account number 10 1240 6670 1111 0000 5640 7800 Pekao S.A. BIC/SWIFT PKOPPLPW;
 - b) to the bank account of Justyna Mszańska in the amount of PLN 12.000 (in words: twelve thousand Zloty) to a bank account number PL07249000050000400062628450, BIC/SWIFT ALBPPLPW.
 3. The payment of the Sale Price in the manner specified in section 2 above shall satisfy all claims of the Sellers for the sale of the Shares.
 4. Payment of the entire Purchase Price shall be made no later than 7 days from the date of conclusion of this Agreement.

§ 4

Seller's Statements

1. The Seller hereby confirms that the Buyer supported by its legal counsel has carried out legal due diligence of the Company to



niezbędnym zakresie, a Sprzedawcy znana jest treść Raportu Due Dilligence i nie wnosi do niego żadnych zastrzeżeń, a wszelkie twierdzenia w nim przedstawione są prawdziwe i zgodne ze stanem faktycznym.

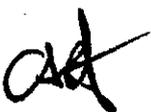
2. Sprzedawca oświadcza, że:

- 1) ujawniony jest jako władający Udziałami w księdze udziałów Spółki,
- 2) Udziały są wolne od wad prawnych i Obciążeń, w szczególności: nie są przedmiotem umowy zbycia, umowy zobowiązującej do zbycia, umowy przedwstępnej, jakiegokolwiek obciążenia, wiążącej oferty sprzedaży, przedmiotem postępowania upadłościowego, układowego, restrukturyzacyjnego, likwidacyjnego, naprawczego, egzekucyjnego, jak również nie stanowią przedmiotu sporu sądowego, żadna osoba nie zgłosiła do nich jakichkolwiek roszczeń,
- 3) nie zalega z jakimikolwiek świadczeniami na rzecz Spółki z Udziałów;
- 4) Spółka nie znajduje się w trakcie postępowania upadłościowego ani postępowania w przedmiocie ogłoszenia upadłości, nie jest prowadzone wobec niej postępowanie układowe, czy restrukturyzacyjne, ani nie została otwarta likwidacja Spółki,
- 5) Sprzedawca nie znajduje się w trakcie postępowania upadłościowego ani postępowania w przedmiocie ogłoszenia upadłości, nie toczą się wobec niego żadne postępowania sądowe, administracyjne,

the extent necessary and the Seller is acknowledged with the Due Diligence Report and has no remarks to it and all the statements made therein are true and consistent with the factual situation.

2. The Seller declares that:

- 1) is disclosed as the holding of shares in the Company's book of shares,
- 2) the shares are free from legal defects and Encumbrances, in particular: they are not subject to a sale, a contract obliging the disposal, a preliminary contract, any encumbrance, a binding offer of sale, a subject of bankruptcy, arrangement, restructuring, winding-up, reorganisation, enforcement procedure, and do not form the subject of a legal dispute, no person has made any claims to them,
- 3) does not default on any benefits to the Company from the Shares;
- 4) The Company is not in the process of insolvency proceedings or progress on the declaration of bankruptcy, no arrangement or restructuring proceedings are conducted against it, nor has the liquidation of the Company been opened,
- 5) The Seller is not in the course of insolvency proceedings or proceedings to declare bankruptcy, there are no legal, administrative, enforcement or protective proceedings against him that could affect



egzekucyjne czy zabezpieczające, które mogłyby mieć wpływ na niniejszą umowę, jak również nie istnieją przesłanki do wszczęcia takich postępowań, brak jest przeszkód do zawarcia niniejszej umowy, a jej zawarcie i wykonanie nie naruszy praw osób trzecich ani też nie będzie stanowiło podstawy uznania niniejszej Umowy za bezskuteczną wobec osób trzecich,

- 6) nie istnieją ustawowe ani umowne przeszkody w sprzedaży Udziałów przez Sprzedawcę,
- 7) każdy Sprzedający zawiadomił pozostałych wspólników Spółki i Zarząd Spółki o zamiarze zbycia udziałów w sposób określony w Umowie Spółki, a zawiadomienia wraz z potwierdzeniem ich doręczenia pozostałym wspólnikom i Zarządowi Spółki stanowią **Załącznik nr 1** do Umowy;
- 8) Sprzedający oświadczają, że Spółka nie ma żadnych wymagalnych zobowiązań finansowych na dzień zawarcia niniejszej Umowy, wszystkie umowy zawarte przez Spółkę zostały skutecznie wypowiedziane lub rozwiązane, a jeśli jakiegokolwiek takie zobowiązania finansowe zostaną ujawnione Sprzedający zobowiązani są uregulować wszystkie wymagalne zobowiązania Spółki wymagalne, powstałe lub zaciągnięte do dnia zawarcia niniejszej Umowy. Za zobowiązania te Sprzedający odpowiadają solidarnie;

this agreement, nor are there grounds for initiating such proceedings, there are no obstacles to the conclusion of this contract and its conclusion and performance will not violate the rights of third parties, nor will it constitute grounds for declaring this Agreement ineffective against third parties,

- 6) there are no statutory or contractual obstacles to the sale of shares by the Seller,
- 7) each Seller has notified other shareholders of the Company and the Company's Management Board of the Seller's will to sale the shares in a manner stipulated in the Company's Act of Incorporation and the notifications together with the confirmations of its delivery to other shareholders and Company's Management Board state an **Appendix no. 1** to the Agreement.
- 8) the Sellers state that there are no due financial liabilities of the Company as of the date of conclusion of this Agreement and if any such financial liabilities occur the Sellers shall settle all outstanding financial liabilities of the Company due, created or taken up to the date of conclusion of this Agreement. The Sellers are jointly and severally liable for these obligations;

9) Sprzedający przedkładają zaświadczenie o niezaleganiu z zapłacie podatków przez Spółkę stanowiące **Załącznik nr 2** do Umowy oraz zaświadczenie o niezaleganiu w zapłacie składek na ubezpieczenie społeczne przez Spółkę stanowiące **Załącznik nr 3** do Umowy;

10) Sprzedający przedstawiają wyciąg z rachunku bankowego sporządzony na 19.07.2023 (**Załącznik nr 4** do Umowy) z saldem wynoszącym 6.244,24 PLN również na dzień zawarcia umowy i oświadczają, że saldo nie zostanie zmienione przez Sprzedających lub Zarząd Spółki lub inne osoby uprawnione do dysponowania rachunkiem, a Sprzedający wypłacili sobie część zysku z roku 2022 tytułem dywidendy w łącznej kwocie 20.000,00 złotych (Bilans oraz Rachunek zysków i strat – **Załącznik nr 7** i **Załącznik nr 8** do Umowy);

11) Sprzedający oświadczają, że Spółka nie ma innych rachunków bankowych poza rachunkiem bankowym wskazanym powyżej oraz rachunkiem VAT;

12) Sprzedający przedkładają oświadczenia Członków Zarządu o rezygnacji z pełnienia funkcji w Zarządzie skuteczne od dnia zawarcia niniejszej Umowy, które stanowią **Załącznik nr 5** do Umowy;

13) Sprzedający zapewniają, że nie mają jakichkolwiek roszczeń wobec Spółki ani jako wspólnicy ani z tytułu pełnionych przez nich funkcji w Zarządzie i zobowiązują się, że nie będą dochodzić takich roszczeń przeciwko Spółce w przyszłości;

9) The Sellers present certificates confirming that the Company has no outstanding tax liabilities stating an **Appendix no. 2** to the Agreement and certificate of no outstanding social insurance benefits stating an **Appendix no. 3** to the Agreement;

10) The Sellers present that the bank account statement as of 19.07.2023 (**Appendix no. 4** to the Agreement) which at the day of conclusion of this Agreement amounts to PLN 6.244,24 and declare it will not be changed by the Sellers or the Company's Management Board nor any other persons entitled to dispose the bank account and Sellers has made a pay out of the part of profit from year 2022 as a dividend in the amount of PLN 20.000,00 (Balance Sheet and Profit and Loss statement – **Appendix 7 and Appendix 8** to the Agreement);

11) Sellers declare that the Company has no other bank accounts apart from the bank account indicated above and VAT bank account;

12) Sellers present statement of the Management Board Members on the resignation from the Management Board, which state an **Appendix 5** to the Agreement;

13) Sellers ensure that they have no claims against the Company as shareholders nor in connection with the positions held by them in the Management Board and they are obliged not to form any claims against the Company in the future;



14) Sprzedający przedkłada uchwałę Nadzwyczajnego Zgromadzenia Wspólników Spółki o wyrażeniu zgody na sprzedaż Udziałów, która stanowi Załącznik nr 6 do Umowy;

15) Sprzedający zapewniają, że pomiędzy datą Due Diligence (23.06.2023) a dniem zawarcia niniejszej Umowy Spółka prowadziła działalność zgodnie z przepisami prawa oraz nie dokonywała żadnych inwestycji ani spłaty długów (w tym nie zaciągała kredytów, pożyczek ani nie udzielała zabezpieczeń itp.) ani nie zaciągała żadnych zobowiązań innych niż te związane z normalną działalnością;

16) Sprzedający w chwili zawarcia niniejszej Umowy przekazuje Kupującemu pełną posiadaną dokumentację Spółki w oryginale lub w wersji elektronicznej, w tym Umowę Spółki, księgi rachunkowe Spółki, księgę udziałów, rejestry VAT (pliki JPK), deklaracje podatkowe, listy płac, faktury VAT;

17) Sprawozdania roczne Spółki za rok budżetowy 2021 i 2022 oraz bilans oraz rachunek zysów i strat Spółki zostały przekazane Kupującemu i złożone w sądzie rejestrowym. Zestawienia rachunkowe przedstawiają dokładnie wszystkie aktywa i pasywa Spółki oraz zostały sporządzone zgodnie z właściwymi przepisami polskiego prawa.

18) Sprzedający potwierdzają, że na dzień

14) Sellers present the resolution of the Extraordinary Shareholders Meeting granting consent for sale of Shares, which states an **Appendix 6** to the Agreement;

15) The Sellers warrant that between the Due Diligence Date (23.06.2023) and the day of conclusion of this Agreement the business of the Company was conducted in accordance with applicable laws and no material investment or repayment of debt is made (including no credit or loan facility contracted or security issued, etc.) nor any obligations or liabilities other than those made in the ordinary course of business incurred;

16) As of conclusion of this Agreement the Seller delivers the Buyer with the full possessed documentation of the Company in originals or in electronic form, including Act of Incorporation, Company's accounting books, book of shares, VAT registers (JPK files), tax declarations, payroll lists, VAT invoices.

17) The annual reports of the Company for the financial year 2021 and 2022 and the balance sheet and profit and loss statement of the Company were delivered to the Buyer and are registered in the register court. The accounts reflect accurately all assets and liabilities of the Company and are compiled in accordance with respective provisions of Polish law.

18) The Sellers confirm that as of the day of the

zawarcia Umowy Spółka nie zatrudnia żadnych pracowników, a wszelkie umowy z pracownikami i zleceniobiorcami zostały skutecznie rozwiązane;

19) Sprzedający potwierdzają, że ujawnili Nabywcy wszelkie żądane istotne informacje dotyczące Spółki, jakie mają znaczenie dla jej wyceny. Według najlepszej wiedzy Sprzedających wszystkie te informacje są prawdziwe. Sprzedający niniejszym zobowiązują się wobec Nabywcy, że będzie go niezwłocznie pisemnie informować o okolicznościach, które mogą wystąpić, lub o których mogą się dowiedzieć przed datą zawarcia niniejszej Umowy, które odbiegałyby od udzielonych oświadczeń i zapewnień.

3. Sprzedający ponoszą solidarną odpowiedzialność za wywiązanie się przez Sprzedających z zobowiązań wynikających z niniejszej Umowy.

§ 5

1. Koszty sporządzenia aktów notarialnych ponosi Kupujący.
2. Kupujący pokryje podatek od czynności cywilnoprawnych obliczony stosownie do Ceny Udziałów.
3. Podatek dochodowy (jeśli będzie należny) pokryje Sprzedający.

§ 6

1. Treść niniejszej Umowy jest poufna, z

Agreement the Company does not employ any employees and all the agreements with employees or contractors were duly terminated;

19) The Sellers confirm that they have disclosed to the Buyer all required material information concerning the Company, which is of importance for the valuation of the Company. All such information is true, correct and complete. The Sellers hereby further undertake with the Purchasers that they will forthwith disclose in writing to the Purchasers any event or circumstances which may arise or become known to them prior to the date hereof, which are materially inconsistent with any of the representations and warranties made.

3. The Sellers shall be jointly and severally liable for the fulfilment of the obligations of the Sellers under this Agreement.

§ 5

1. Costs of drawing up notarial deeds will be covered by the Buyer.
2. The Buyer will pay the transfer tax calculated on the basis of the Shares Price.
3. The personal income tax (if any) shall be paid by the Seller.

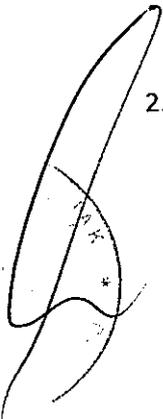
§ 6

1. The contents of this Agreement shall be held



wyjątkiem ujawnienia jej przed sądem rejestrowym i innymi organami administracji.

confidential, with the proviso of its disclosing in the register court and other authorities.

- 
2. Strony mogą ujawnić informacje tylko w związku ze swoimi obowiązkowymi zeznaniami podatkowymi oraz w przypadku, gdy ujawnienie informacji wymagane jest na mocy prawa lub przez inny organ administracyjny albo sądowy lub bank.
 3. Sprzedający zobowiązują się zachować w tajemnicy informacje dotyczące Kupującego i Spółki, które nie są publicznie dostępne.
 4. Obowiązek zachowania poufności trwa przez 10 lat od dnia zawarcia Umowy.

2. The parties may disclose information in connection with their respective mandatory tax declarations or as otherwise required by law or by any other administrative or judicial authority or a bank.
3. The Sellers agree to keep confidential all information regarding the Buyer and the Company not generally available to the public.
4. The obligation to keep the information confidential shall be full in force for 10 years since conclusion of this Agreement.

§ 7

1. Wszelkie oświadczenia pisemne, składane w ramach lub w związku z niniejszą Umową, będą uznane za skutecznie złożone, jeżeli zostaną one doręczone osobiście za pisemnym potwierdzeniem odbioru lub listem poleconym bądź pocztą kurierską na adres wskazany w niniejszej umowie lub na nowy adres w Polsce wskazany przez stronę lub na adres strony ujawniony w rejestrze przedsiębiorców.
2. Treść pism kierowanych przez jedną ze stron będzie wysyłana drugiej stronie także za pomocą poczty elektronicznej na adres:

1) Paulina Sylwia Matysiak – matysiakpatrycja@wp.pl i Justyna Mszańska

§ 7

1. Any written declarations made under or in connection with this Agreement shall be deemed to have been successfully made if they are served in person with a written acknowledgement of receipt or by registered letter or courier to the address indicated in this agreement or to a new address in Poland indicated by the party or to the address of the party disclosed in the register of entrepreneurs.
2. The content of the letters addressed by one of the parties will also be sent to the other party by e-mail to:

1) Paulina Sylwia Matysiak – matysiakpatrycja@wp.pl and Justyna



– justynasobaszek1@wp.pl

2) Kupujący – c.stewart@palasino.eu

CC: p.marsik@twhe.cz; j.zyga@ecolegal.pl

lub na adres e-mail strony ujawniony w rejestrze przedsiębiorców.

3. Wskazanie nowego adresu nie stanowi zmiany niniejszej Umowy, lecz wymaga pisemnego, pod rygorem nieważności, zawiadomienia drugiej strony i jest skuteczne od dnia doręczenia. Do czasu takiego doręczenia uważane będą za doręczone oświadczenia złożone na dotychczasowy adres.

§ 8

Postanowienia końcowe

1. Wszelkie zmiany lub uzupełnienia Umowy wymagają zachowania formy pisemnej z podpisami notarialnie poświadczonymi.
2. Umowa podlega przepisom prawa polskiego i zgodnie z nimi powinna być interpretowana.
3. Umowa została zawarta w formie pisemnej z podpisami notarialnie poświadczonymi w trzech jednobrzmiących egzemplarzach, po jednym dla stron, a jednym dla Spółki.
4. Wiążąca pozostaje polska wersja językowa Umowy.

Załączniki:

1. Zawiadomienia o zamiarze zbycia udziałów
2. Zaświadczenie Urzędu Skarbowego o niezaleganiu w płatności podatków
3. Zaświadczenie Zakładu Ubezpieczeń Społecznych o niezaleganiu w płatności składek na ubezpieczenia społeczne

Mszańska - justynasobaszek1@wp.pl

2) Buyer – c.stewart@palasino.eu

CC: p.marsik@twhe.cz; j.zyga@ecolegal.pl

or to the e-mail address of the website disclosed in the register of traders.

3. The indication of a new address does not constitute an amendment to this Agreement, but requires a written notice to the other party in writing, on pain of nullity, and shall take effect from the date of service. Until such service, statements made to the old address shall be deemed to have been served.

§ 8

Final provisions

1. Any amendments or additions to the Agreement shall be in writing with notarized signatures.
2. The contract is governed by and interpreted in accordance with Polish law.
3. The Agreement was concluded in writing with notarized signatures certified in three identical copies, one for the parties and one for the Company.
4. The Polish language version of the Agreement shall be binding.

Appendices

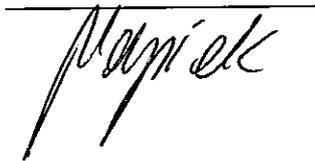
1. Notifications on intention to sell shares
2. Confirmation of Tax Authority on lack of due unpaid tax
3. Confirmation of Social Benefits Fund on lack of due unpaid social insurance benefits
4. Bank account statement as of 19.07.2023



4. Wyciąg z rachunku bankowego na dzień 19.07.2023
5. Oświadczenia o rezygnacji z Zarządu
6. Protokół Nadzwyczajnego Zgromadzenia Wspólników Spółki – zgoda na zbycie udziałów
7. Bilans Spółki na dzień 19.07.2023
8. Rachunek zysków i strat spółki na dzień 19.07.2023

5. Statements on resignation from the Management Board
6. Protocol of the Extraordinary Shareholders Meeting – consent for sale of shares
7. Company's Balance Sheet as of 19.07.2023
8. Company's profit and loss statement as of 19.07.2023

W imieniu Sprzedawcy Patrycji Matysiak
/On behalf of Seller Patrycja Matysiak

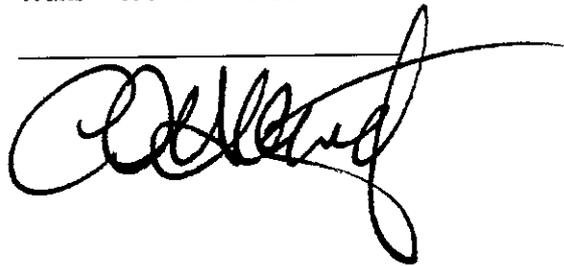


W imieniu Sprzedawcy Justyny Mszańskiej/
On behalf of Seller Justyna Mszańska

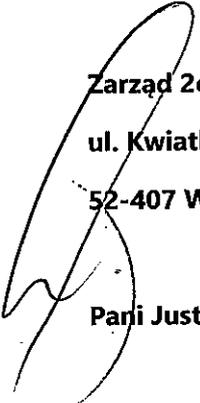


Kupujący/Buyer

Trans World Hotels & Entertainment, a.s.



Wrocław, 15 maja 2023 roku



Zarząd 2connectu sp. z o.o.

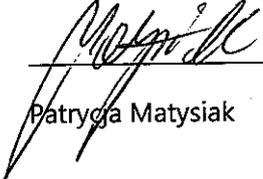
ul. Kwiatkowskiego 4

52-407 Wrocław

Pani Justyna Mszańska

ZAWIADOMIENIE O ZAMIARZE ZBYCIA UDZIAŁÓW

Ja, **Patrycja Matysiak** wspólnik **2ConnectU sp. z o. o.** z siedzibą we Wrocławiu (dalej: Spółka) niniejszym zawiadamiam Zarząd **2ConnectU sp. z o.o.** oraz drugiego wspólnika **Spółki Panią Justynę Mszańską** o zamiarze zbycia 50 udziałów w Spółce przez Wspólnika Patrycję Matysiak na rzecz **Trans World Hotels & Entertainment a.s.** z siedzibą w Česká Kubice 64, 345 23 Česká Kubice lub inny podmiot wskazany przez tę spółkę.



Patrycja Matysiak

W imieniu Zarządu potwierdzam otrzymanie zawiadomienia o zamiarze zbycia udziałów w dniu 16 maja 2023 r.

Justyna Mszańska, Mszańska

W imieniu własnym Wspólnik Patrycja Matysiak potwierdza otrzymanie zawiadomienia o zamiarze zbycia udziałów w dniu 16 maja 2023 r.

Justyna Mszańska, Mszańska



Wrocław, 15 maja 2023 roku

Zarząd 2connectu sp. z o.o.

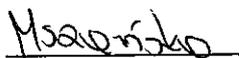
ul. Kwiatkowskiego 4

52-407 Wrocław

Pani Patrycja Matysiak

ZAWIADOMIENIE O ZAMIARZE ZBYCIA UDZIAŁÓW

Ja, **Justyna Mszańska**, wspólnik 2ConnectU sp. z o. o. z siedzibą we Wrocławiu (dalej: Spółka) niniejszym zawiadamiam Zarząd 2ConnectU sp. z o.o. oraz drugiego wspólnika Spółki Panią o zamiarze zbycia 50 udziałów w Spółce przez Wspólnika Justynę Mszańską na rzecz **Trans World Hotels & Entertainment a.s.** z siedzibą w Česká Kubice 64, 345 23 Česká Kubice lub inny podmiot wskazany przez tę spółkę.

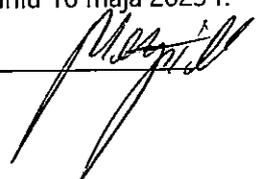


Justyna Mszańska

W imieniu Zarządu potwierdzam otrzymanie zawiadomienia o zamiarze zbycia udziałów w dniu 16 maja 2023 r.

Patrycja Matysiak 

W imieniu własnym Wspólnik Patrycja Matysiak potwierdza otrzymanie zawiadomienia o zamiarze zbycia udziałów w dniu 16 maja 2023 r.

Patrycja Matysiak 





WROCŁAW, dnia 19-07-2023 r.

**ZASWIADCZENIE O NIEZALEGANIU
W OPŁACANIU SKŁADEK**

1. Nr zaświadczenia: 470071ZN23/0012146
2. Dane wnioskodawcy (płatnika składek):
Nazwa / Nazwisko i imię / Adres: 2CONNECTU SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ
ul. EUGENIUSZA KWIATKOWSKIEGO 4 52-407 WROCŁAW

NIP

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REGON

3	8	9	4	6	7	1	5	6				
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podaje się numery NIP i REGON, a w przypadku braku tych numerów - numer PESEL lub serię i numer dowodu osobistego albo paszportu,

3. Zaświadcza się, że wnioskodawca (płatnik składek) zobowiązany jest do opłacania składek na:

- a) ubezpieczenia społeczne
- b) ubezpieczenie zdrowotne
- c) Fundusz Pracy i Fundusz Solidarnościowy
- d) Fundusz Gwarantowanych Świadczeń Pracowniczych

i nie posiada zaległości wymagalnych według stanu na dzień

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dzień - miesiąc - rok

Zaświadczenie wydaje się na wniosek płatnika składek, na podstawie art. 50 ust. 4 i art. 123 ustawy z 13 października 1998 r. o systemie ubezpieczeń społecznych (Dz.U. z 2023 r. poz. 1230 z późn. zm.) oraz art. 217 i 218 ustawy z dnia 14 czerwca 1960 r. Kodeksu postępowania administracyjnego (Dz. U. z 2023 r. poz. 775 z późn. zm.)

STARSZY SPECJALISTA

.....
Miejscem służbowym podpis
upoważnionego pracownika

Informacje, o których mowa w art. 13 ust. 1 i 2 Rozporządzenia Parlamentu Europejskiego i Rady (UE) 2016/679 z dnia 27 kwietnia 2016 r. w sprawie ochrony osób fizycznych w związku z przetwarzaniem danych osobowych i w sprawie swobodnego przepływu takich danych oraz uchylenia dyrektywy 95/46/WZ (RODO), są dostępne w Centrali lub terenowych jednostkach organizacyjnych ZUS oraz na stronie internetowej ZUS pod adresem: <http://bip.zus.pl/rodo/rodo-klauzule-informacyjne>.

AA

AA

Wrocław, 20 lipca 2023 roku

2connectu sp. z o.o.

ul. Eugeniusza Kwiatkowskiego 4

52-407 Wrocław

OŚWIADCZENIE O REZYGNACJI Z PEŁNIENIA FUNKCJI W ZARZĄDZIE 2CONNECTU sp. z o.o.

Ja, **Justyna Mszańska**, Członek Zarządu 2ConnectU sp. z o. o. z siedzibą we Wrocławiu, KRS: 0000911368 (dalej: Spółka) niniejszym rezygnuję z pełnienia funkcji Członka Zarządu tej Spółki z dniem 20 lipca 2023 roku.



Justyna Mszańska



Wrocław, 20 lipca 2023 roku



2connectu sp. z o.o.

ul. Eugeniusza Kwiatkowskiego 4

52-407 Wrocław

OŚWIADCZENIE O REZYGNACJI Z PEŁNIENIA FUNKCJI W ZARZĄDZIE 2CONNECTU sp. z o.o.

Ja, **Patrycja Matysiak**, Członek Zarządu 2ConnectU sp. z o. o. z siedzibą we Wrocławiu, KRS: 0000911368 (dalej: Spółka) niniejszym rezygnuję z pełnienia funkcji Członka Zarządu tej Spółki z dniem 20 lipca 2023 roku.



Patrycja Matysiak



PROTKÓŁ

Nadzwyczajnego Zgromadzenia Wspólników 2ConnectU sp. z o. o. z siedzibą we Wrocławiu z dnia 21 czerwca 2023 roku

W dniu 21 czerwca 2023 roku w siedzibie Spółki we Wrocławiu odbyło się Nadzwyczajne Zgromadzenie Wspólników 2connectU sp. z o. o. z siedzibą we Wrocławiu pod adresem ul. Kwiatkowskiego 4, 52-407 Wrocław, wpisanej do rejestru przedsiębiorców KRS pod nr 0000911368, zgodnie z art. 240 Kodeksu spółek handlowych.

Na Zgromadzenie przybyła Wspólnik Pani Justyna Mszańska reprezentująca 50% udziału w kapitale zakładowym Spółki oraz Wspólnik Patrycja Matysiak reprezentująca 50% udziałów w kapitale zakładowym Spółki.

Otwarcia Zgromadzenia dokonała Członek Zarządu – Pani Patrycja Matysiak

Członek Zarządu – Pani Patrycja Matysiak zaproponowała swoją kandydaturę na Przewodniczącego Nadzwyczajnego Zgromadzenia Wspólników. Protokolantem obrad została Pani Justyna Mszańska.

Uchwała nr 1 Nadzwyczajnego Zgromadzenia Wspólników 2ConnectU sp. z o. o. z dnia 21 czerwca 2023 r.

§ 1

Nadzwyczajne Zgromadzenie Wspólników **2ConnectU sp. z o. o.** z siedzibą we Wrocławiu w dniu 21 czerwca 2023 roku podjęło uchwałę w sprawie wyboru Przewodniczącego Nadzwyczajnego Zgromadzenia Wspólników, w której postanawia powołać na Przewodniczącego Nadzwyczajnego Zgromadzenia Wspólników Panią Patrycję Matysiak. Na protokolanta zostaje wybrana Pani Justyna Mszańska.

Uchwała obowiązuje z chwilą podjęcia.

Liczba udziałów (głosów)	100.
Liczba udziałów uczestniczących	100.
Głosy za uchwałą	100.
Głosy przeciwko uchwale	0.
Głosy wstrzymujące się	0.
Wniesione sprzeciw	nie wniesiono.

Przewodniczący odczytał treść uchwały i stwierdził, że uchwała została podjęta jednogłośnie.

Przewodniczący zarządził sporządzenie listy obecności, stwierdzając na jej podstawie, że w Zgromadzeniu uczestniczą:

1. Pani Patrycja Matysiak – posiadająca 50% udziałów (głosów) w spółce 2ConnecU sp. z o. o.
2. Pani Justyna Mszańska – posiadająca 50% udziałów (głosów) w spółce 2ConnecU sp. z o. o.

Lista obecności stanowi załącznik nr 1 do niniejszego protokołu.

Przewodniczący stwierdza, że w Zgromadzeniu uczestniczą Wspólnicy reprezentujący cały kapitał zakładowy Spółki, nikt z obecnych nie zgłosił sprzeciwu co do odbycia Zgromadzenia, ani co do wniesienia poszczególnych spraw do porządku obrad, wobec czego Zgromadzenie jest ważne i zdolne do podejmowania wiążących uchwał.

W tym miejscu Przewodniczący Zgromadzenia przedstawiła proponowany porządek obrad:

1. otwarcie Nadzwyczajnego Zgromadzenia Wspólników
2. wybór Przewodniczącego Nadzwyczajnego Zgromadzenia Wspólników
3. stwierdzenie Prawidłowości zwołania Nadzwyczajnego Zgromadzenia Wspólników
4. przyjęcie porządku obrad
5. podjęcie Uchwały w sprawie wyrażenia zgody na sprzedaż udziałów przez Wspólnika – Panią Patrycję Matysiak
6. podjęcie Uchwały w sprawie wyrażenia zgody na sprzedaż udziałów przez Wspólnika – Panią Justynę Mszańską
7. sprawy wniesione przez Wspólników lub Członków Zarządu Spółki.
8. zamknięcie Obrad Nadzwyczajnego Zgromadzenia Wspólników.

Przewodniczący stwierdza, że pkt. **od Ad 1 do Ad 4** zostały już zrealizowane.

Ad 5

Uchwała nr 2 Nadzwyczajnego Zgromadzenia Wspólników 2ConnectU sp. z o. o.

z dnia 21 czerwca 2023 r.

§ 1

Nadzwyczajne Zgromadzenie Wspólników **2ConnectU sp. z o. o.** z siedzibą we Wrocławiu w dniu 21 czerwca 2023 roku niniejszym wyraża zgodę na sprzedaż 50 udziałów w Spółce przez Wspólnika Panią Patrycję Matysiak na rzecz **Trans World Hotels & Entertainment a.s.** z siedzibą w Česká Kubice 64, 345 23 Česká Kubice.

§ 2

Uchwała obowiązuje z chwilą podjęcia.

Liczba udziałów (głosów)	100.
Liczba udziałów uczestniczących	100.
Głosy za uchwałą	100.
Głosy przeciwko uchwale	0.
Głosy wstrzymujące się	0.
Wniesione sprzeciw	nie wniesiono.

Przewodniczący odczytał treść uchwały i stwierdził, że uchwała została podjęta jednogłośnie.

Ad 6

Uchwała nr 3 Nadzwyczajnego Zgromadzenia Wspólników 2ConnectU sp. z o. o.

z dnia 21 czerwca 2023 r.

§ 1

Nadzwyczajne Zgromadzenie Wspólników **2ConnectU sp. z o. o.** z siedzibą we Wrocławiu w dniu 21 czerwca 2023 roku niniejszym wyraża zgodę na sprzedaż 50 udziałów w Spółce przez Wspólnika, Panią Justynę Mszańską na rzecz **Trans World Hotels & Entertainment a.s.** z siedzibą w Česká Kubice 64, 345 23 Česká Kubice lub inny podmiot wskazany przez tę spółkę.

§ 2

Uchwała obowiązuje z chwilą podjęcia.

Liczba udziałów (głosów)	100.
Liczba udziałów uczestniczących	100.
Głosy za uchwałą	100.
Głosy przeciwko uchwale	0.
Głosy wstrzymujące się	0.
Wniesione sprzeciw	nie wniesiono.

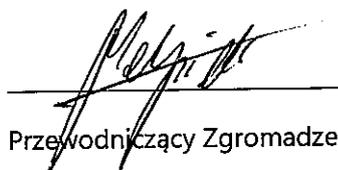
Przewodniczący odczytał treść uchwały i stwierdził, że uchwała została podjęta jednogłośnie.

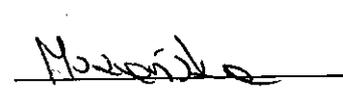
Ad 7

Nie przedstawiono innych spraw pod obrady

Ad 8

Wobec wyczerpania porządku obrad, Przewodniczący Zgromadzenia ogłosił zamknięcie Nadzwyczajnego Zgromadzenia Wspólników


Przewodniczący Zgromadzenia


Protokollant



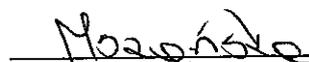
Załącznik nr 1 do Protokołu Nadzwyczajnego Zgromadzenia Wspólników **2ConnectU sp. z o. o.** z dnia 21 czerwca 2023 roku

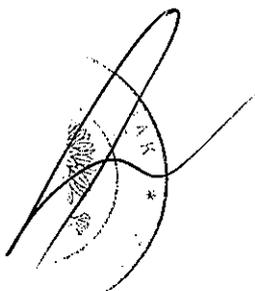
LISTA OBECNOŚCI

Pani Patrycja Matysiak – posiadająca 50% udziałów (50 głosów) w spółce **2ConnectU sp. z o. o.**

 _____ (podpis)

Pani Justyna Mszańska – posiadająca 50% udziałów (50 głosów) w spółce **2ConnectU sp. z o. o.**

 _____ (podpis)





Bilans z uwzględnieniem bufora

AKTYWA

Poz	Nazwa pozycji	Na koniec 2023-07	Na koniec ub. roku 2022-12-31
A	Aktywa trwałe	0,00	0,00
I	Wartości niematerialne i prawne	0,00	0,00
1	Koszty zakończonych prac rozwojowych	0,00	0,00
2	Wartość firmy	0,00	0,00
3	Inne wartości niematerialne i prawne	0,00	0,00
4	Zaliczki na wartości niematerialne i prawne	0,00	0,00
II	Rzeczowe aktywa trwałe	0,00	0,00
1	Środki trwałe	0,00	0,00
a)	grunty (w tym prawo użytkowania wieczystego gruntu)	0,00	0,00
b)	budynki, lokale, prawa do lokali i obiekty inżynierii lądowej i wodnej	0,00	0,00
c)	urządzenia techniczne i maszyny	0,00	0,00
d)	środki transportu	0,00	0,00
e)	inne środki trwałe	0,00	0,00
2	Środki trwałe w budowie	0,00	0,00
3	Zaliczki na środki trwałe w budowie	0,00	0,00
III	Należności długoterminowe	0,00	0,00
1	Od jednostek powiązanych	0,00	0,00
2	Od pozostałych jednostek, w których jednostka posiada zaangażowanie w kapitale	0,00	0,00
3	Od pozostałych jednostek	0,00	0,00
IV	Inwestycje długoterminowe	0,00	0,00
1	Nieruchomości	0,00	0,00
2	Wartości niematerialne i prawne	0,00	0,00
3	Długoterminowe aktywa finansowe	0,00	0,00
a)	w jednostkach powiązanych	0,00	0,00
- (1)	udziały lub akcje	0,00	0,00
- (2)	inne papiery wartościowe	0,00	0,00
- (3)	udzielone pożyczki	0,00	0,00
- (4)	inne długoterminowe aktywa finansowe	0,00	0,00
b)	w pozostałych jednostkach, w których jednostka posiada zaangażowanie w kapitale	0,00	0,00
- (1)	udziały lub akcje	0,00	0,00
- (2)	inne papiery wartościowe	0,00	0,00
- (3)	udzielone pożyczki	0,00	0,00
- (4)	inne długoterminowe aktywa finansowe	0,00	0,00
c)	w pozostałych jednostkach	0,00	0,00
- (1)	udziały lub akcje	0,00	0,00
- (2)	inne papiery wartościowe	0,00	0,00
- (3)	udzielone pożyczki	0,00	0,00
- (4)	inne długoterminowe aktywa finansowe	0,00	0,00
4	Inne inwestycje długoterminowe	0,00	0,00
V	Długoterminowe rozliczenia międzyokresowe	0,00	0,00
1	Aktywa z tytułu odroczonego podatku dochodowego	0,00	0,00
2	Inne rozliczenia międzyokresowe	0,00	0,00
B	Aktywa obrotowe	31.097,19	68.729,13
I	Zapasy	0,00	0,00
1	Materiały	0,00	0,00
2	Półprodukty i produkty w toku	0,00	0,00
3	Produkty gotowe	0,00	0,00
4	Towary	0,00	0,00
5	Zaliczki na dostawy i usługi	0,00	0,00
II	Należności krótkoterminowe	24.852,95	34.634,55
1	Należności od jednostek powiązanych	0,00	0,00
a)	z tytułu dostaw i usług, o okresie spłaty:	0,00	0,00
- (1)	do 12 miesięcy	0,00	0,00
- (2)	powyżej 12 miesięcy	0,00	0,00
b)	inne	0,00	0,00
2	Należności od pozostałych jednostek, w których jednostka posiada zaangażowanie w kapitale	0,00	0,00
a)	z tytułu dostaw i usług, o okresie spłaty:	0,00	0,00
- (1)	do 12 miesięcy	0,00	0,00
- (2)	powyżej 12 miesięcy	0,00	0,00
b)	inne	0,00	0,00
3	Należności od pozostałych jednostek	24.852,95	34.634,55
a)	z tytułu dostaw i usług, o okresie spłaty:	3.455,08	32.970,00
- (1)	do 12 miesięcy	3.455,08	32.970,00
- (2)	powyżej 12 miesięcy	0,00	0,00
b)	z tytułu podatków, dotacji, ceł, ubezpieczeń społecznych i zdrowotnych oraz innych tytułów publicznoprawnych	21.397,87	1.664,55
c)	inne	0,00	0,00
d)	dochodzone na drodze sądowej	0,00	0,00
III	Inwestycje krótkoterminowe	6.244,24	34.094,58

Bilans z uwzględnieniem bufora

1	Krótkoterminowe aktywa finansowe		6.244,24	34.094,58
a)	w jednostkach powiazanych		0,00	0,00
	- (1) udziały lub akcje		0,00	0,00
	- (2) inne papiery wartościowe		0,00	0,00
	- (3) udzielone pożyczki		0,00	0,00
	- (4) inne krótkoterminowe aktywa finansowe		0,00	0,00
b)	w pozostałych jednostkach		0,00	0,00
	- (1) udziały lub akcje		0,00	0,00
	- (2) inne papiery wartościowe		0,00	0,00
	- (3) udzielone pożyczki		0,00	0,00
	- (4) inne krótkoterminowe aktywa finansowe		0,00	0,00
c)	środki pieniężne i inne aktywa pieniężne		6.244,24	34.094,58
	- (1) środki pieniężne w kasie i na rachunkach		6.244,24	34.094,58
	- (2) inne środki pieniężne		0,00	0,00
	- (3) inne aktywa pieniężne		0,00	0,00
2	Inne inwestycje krótkoterminowe		0,00	0,00
FV	Krótkoterminowe rozliczenia międzyokresowe		0,00	0,00
C	Należne wpłaty na kapitał (fundusz) podstawowy		0,00	0,00
D	Udziały (akcje) własne		0,00	0,00
Suma			31.097,19	68.729,13

Bilans z uwzględnieniem bufora

PASYWA

Poz.	Nazwa pozycji	Na koniec 2023-07	Na koniec ub. roku 2022-12-31
A	Kapitał (fundusz) własny		
I	Kapitał (fundusz) podstawowy	30.386,37	47.429,89
II	Kapitał (fundusz) zapasowy, w tym:	5.000,00	5.000,00
	- nadwyżka wartości sprzedaży (wartości emisyjnej) nad wartością nominalną udziałów (akcji)	22.429,89	2.961,83
		0,00	0,00
III	Kapitał (fundusz) z aktualizacji wyceny, w tym:		
	- z tytułu aktualizacji wartości godziwej	0,00	0,00
IV	Pozostałe kapitały (fundusze) rezerwowe, w tym:	0,00	0,00
	-(1) tworzone zgodnie z umową (statutem) spółki	0,00	0,00
	-(2) na udziały (akcje) własne	0,00	0,00
V	Zysk (strata) z lat ubiegłych	0,00	0,00
VI	Zysk (strata) netto	0,00	0,00
VII	Odpisy z zysku netto w ciągu roku obrotowego (wielkość ujemna)	2.956,48	39.468,06
B	Zobowiązania i rezerwy na zobowiązania	0,00	0,00
I	Rezerwy na zobowiązania	710,82	21.299,24
1	Rezerwa z tytułu odroczonego podatku dochodowego	0,00	0,00
2	Rezerwa na świadczenia emerytalne i podobne	0,00	0,00
	-(1) długoterminowa	0,00	0,00
	-(2) krótkoterminowa	0,00	0,00
3	Pozostałe rezerwy	0,00	0,00
	-(1) długoterminowe	0,00	0,00
	-(2) krótkoterminowe	0,00	0,00
II	Zobowiązania długoterminowe	0,00	0,00
1	Wobec jednostek powiązanych	0,00	0,00
2	Wobec pozostałych jednostek, w których jednostka posiada zaangażowanie w kapitale	0,00	0,00
3	Wobec pozostałych jednostek	0,00	0,00
	a) kredyty i pożyczki	0,00	0,00
	b) z tytułu emisji dłużnych papierów wartościowych	0,00	0,00
	c) inne zobowiązania finansowe	0,00	0,00
	d) zobowiązania wekslowe	0,00	0,00
	e) inne	0,00	0,00
III	Zobowiązania krótkoterminowe	0,00	0,00
1	Zobowiązania wobec jednostek powiązanych	710,82	21.299,24
	a) z tytułu dostaw i usług, o okresie wymagalności:	0,00	0,00
	-(1) do 12 miesięcy	0,00	0,00
	-(2) powyżej 12 miesięcy	0,00	0,00
	b) inne	0,00	0,00
2	Zobowiązania wobec pozostałych jednostek, w których jednostka posiada zaangażowanie w kapitale	0,00	0,00
	a) z tytułu dostaw i usług, w okresie wymagalności:	0,00	0,00
	-(1) do 12 miesięcy	0,00	0,00
	-(2) powyżej 12 miesięcy	0,00	0,00
	b) inne	0,00	0,00
3	Zobowiązania wobec pozostałych jednostek	0,00	0,00
	a) kredyty i pożyczki	710,82	21.299,24
	b) z tytułu emisji dłużnych papierów wartościowych	0,00	0,00
	c) inne zobowiązania finansowe	0,00	0,00
	d) z tytułu dostaw i usług, o okresie wymagalności:	0,00	0,00
	-(1) do 12 miesięcy	0,00	14.823,00
	-(2) powyżej 12 miesięcy	0,00	14.823,00
	e) zaliczki otrzymane na dostawy i usługi	0,00	0,00
	f) zobowiązania wekslowe	0,00	0,00
	g) z tytułu podatków, ceł, ubezpieczeń społecznych i zdrowotnych oraz innych tytułów publicznoprawnych	710,82	6.476,24
	h) z tytułu wynagrodzeń	0,00	0,00
	i) inne	0,00	0,00
4	Fundusze specjalne	0,00	0,00
IV	Rozliczenia międzyokresowe	0,00	0,00
1	Ujemna wartość firmy	0,00	0,00
2	Inne rozliczenia międzyokresowe	0,00	0,00
	-(1) długoterminowe	0,00	0,00
	-(2) krótkoterminowe	0,00	0,00
		0,00	0,00
Suma		31.097,19	68.729,13

Jednostronny rachunek zysków i strat z uwzględnieniem bufora

Rachunek zysków i strat (wariant porównawczy)

Poz	Nazwa pozycji	Na koniec 2023-07	Rok ubiegły
A	Przychody netto ze sprzedaży i zrównane z nimi, w tym:	186.202,29	389.045,08
-	od jednostek powiązanych	0,00	0,00
I	Przychody netto ze sprzedaży produktów	186.202,29	389.045,08
II	Zmiana stanu produktów (zwiększenie - wartość dodatnia, zmniejszenie - wartość ujemna)	0,00	0,00
III	Koszt wytworzenia produktów na własne potrzeby jednostki	0,00	0,00
IV	Przychody netto ze sprzedaży towarów i materiałów	0,00	0,00
B	Koszty działalności operacyjnej	182.861,20	345.415,10
I	Amortyzacja	0,00	0,00
II	Zużycie materiałów i energii	3.259,34	13.141,61
III	Usługi obce	127.721,08	321.089,78
IV	Podatki i opłaty, w tym:	0,00	168,50
-	podatek akcyzowy	0,00	0,00
V	Wynagrodzenia	43.061,71	8.917,00
VI	Ubezpieczenia społeczne i inne świadczenia w tym:	8.819,07	2.036,21
-	emerytalne	0,00	0,00
VII	Pozostałe koszty rodzajowe	0,00	62,00
VIII	Wartość sprzedanych towarów i materiałów	0,00	0,00
C	Zysk (strata) ze sprzedaży (A-B)	3.341,09	43.629,98
D	Pozostałe przychody operacyjne	2,11	2,24
I	Zysk z tytułu rozchodu niefinansowych aktywów trwałych	0,00	0,00
II	Dotacje	0,00	0,00
III	Aktualizacja wartości aktywów niefinansowych	0,00	0,00
IV	Inne przychody operacyjne	2,11	2,24
E	Pozostałe koszty operacyjne	1,11	2,26
I	Strata z tytułu rozchodu niefinansowych aktywów trwałych	0,00	0,00
II	Aktualizacja wartości aktywów niefinansowych	0,00	0,00
III	Inne koszty operacyjne	1,11	2,26
F	Zysk (strata) z działalności operacyjnej (C+D-E)	3.342,09	43.629,96
G	Przychody finansowe	0,00	0,00
I	Dywidendy i udziały w zyskach, w tym:	0,00	0,00
a)	od jednostek powiązanych, w tym:	0,00	0,00
-	w których jednostka posiada zaangażowanie w kapitale	0,00	0,00
b)	od jednostek pozostałych, w tym:	0,00	0,00
-	w których jednostka posiada zaangażowanie w kapitale	0,00	0,00
II	Odsetki, w tym:	0,00	0,00
-	od jednostek powiązanych	0,00	0,00
III	Zysk z tytułu rozchodu aktywów finansowych, w tym:	0,00	0,00
-	w jednostkach powiązanych	0,00	0,00
IV	Aktualizacja wartości aktywów finansowych	0,00	0,00
V	Inne	0,00	0,00
H	Koszty finansowe	152,61	258,90
I	Odsetki, w tym:	3,80	1,58
-	dla jednostek powiązanych	0,00	0,00
II	Strata z tytułu rozchodu aktywów finansowych, w tym:	0,00	0,00
-	w jednostkach powiązanych	0,00	0,00
III	Aktualizacja wartości aktywów finansowych	0,00	0,00
IV	Inne	148,81	257,32
I	Zysk (strata) brutto (F+G-H)	3.189,48	43.371,06
J	Podatek dochodowy	233,00	3.903,00
K	Pozostałe obowiązkowe zmniejszenia zysku (zwiększenia straty)	0,00	0,00
L	Zysk (strata) netto (I-J-K)	2.956,48	39.468,06

AKT NOTARIALNY

Dnia dwudziestego lipca dwa tysiące dwudziestego trzeciego roku (20.07.2023 r.) w Kancelarii Notarialnej Kamila Siejka Mateusz Szczepaniak spółka cywilna we Wrocławiu, przy ul. Ślężnej nr 104 lok. 3B, przed notariuszem **Mateuszem Szczepaniakiem**, stawiała się: -----

Justyna Mszańska, -----

córka Stanisława i Iwony, -----

według oświadczenia zamieszkała: 58-370 Boguszów-Gorce, ul. Sienkiewicza

nr 44 m. 4, -----

PESEL 89012401546, -----

legitymująca się dowodem osobistym seria i numer: DEC 362837. -----

Tożsamość stawającej notariusz stwierdziła na podstawie okazanego dokumentu tożsamości, którego seria i numer zostały powołane przy nazwisku. -----

PEŁNOMOCNICTWO

§ 1.

1. **Justyna Mszańska** oświadcza, że **udziela pełnomocnictwa Patrycji Sylwii Matysiak**, córce Wiesława i Zuzanny, PESEL 76110404704, do: -----

- 1) sprzedaży wszystkich posiadanych przez nią udziałów w kapitale zakładowym spółki pod firmą **2connectU spółka z ograniczoną odpowiedzialnością z siedzibą we Wrocławiu** (adres: 52-407 Wrocław, ul. Eugeniusza Kwiatkowskiego nr 4, REGON 389467156, NIP 8943170607), wpisanej do rejestru przedsiębiorców Krajowego Rejestru Sądowego, prowadzonego przez Sąd Rejonowy dla Wrocławia-Fabrycznej we Wrocławiu, VI Wydział Gospodarczy Krajowego Rejestru Sądowego, pod numerem KRS 0000911368, na rzecz spółki pod firmą **Trans World Hotels & Entertainment, a.s.** z siedzibą w Česká Kubice (adres: 345 32 Česká Kubice nr 64, Republika Czeska, czeski numer identyfikacyjny: 643 58 267), zarejestrowanej w rejestrze handlowym

§ 5.

1. **Pobrano:** -----

- 1) wynagrodzenie notariusza na podstawie § 8 pkt 8 rozporządzenia Ministra Sprawiedliwości z dnia 28 czerwca 2004 roku w sprawie maksymalnych stawek taksy notarialnej w kwocie ----- 100,00 zł,
- 2) podatek od towarów i usług na podstawie art. 41 ust.1 i art. 146aa ustawy z dnia 11 marca 2004 roku o podatku od towarów i usług – w stawce 23% od wynagrodzenia notariusza w kwocie ----- 23,00 zł.

2. Podane wyżej kwoty nie obejmują kosztu wypisów tego aktu, które wraz z podstawą prawną ich pobrania zostaną podane na każdym z wypisów. -----

AKT TEN ODCZYTANO, PRZYJĘTO I PODPISANO.

Oryginał własnoręcznie podpisały: stawająca i notariusz.

Repertorium A nr 2437/2023

Kancelaria Notarialna Kamila Siejka Mateusz Szczepaniak spółka cywilna
ul. Ślężna 104 lok. 3B, 53-111 Wrocław.

Wypis ten wydano: stawającej.

Pobrano:

- a) wynagrodzenie notariusza na podstawie § 12 rozporządzenia Ministra Sprawiedliwości z dnia 28 czerwca 2004 r. w sprawie maksymalnych stawek taksy notarialnej w kwocie ----- 18,00 zł,
- b) podatek od towarów i usług na podstawie art. 41 ust.1 i art. 146aa ustawy z dnia 11 marca 2004 roku o podatku od towarów i usług – w stawce 23% od wynagrodzenia notariusza w kwocie ----- 4,14 zł.

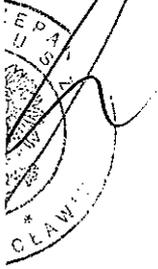
Wrocław, dnia dwudziestego lipca dwa tysiące dwudziestego trzeciego roku (20.07.2023 r.)

Mateusz Szczepaniak
Mateusz Szczepaniak
Notariusz

MS

MS

Dnia dwudziestego lipca dwa tysiące dwudziestego trzeciego roku (20.07.2023 r.) poświadczam, że na umowie sprzedaży udziałów sporządzonej w języku polskim i w języku angielskim, zawartej pomiędzy Sylwią Matysiak i Justyną Mszańską a spółką pod firmą Trans World Hotels & Entertainment, a.s. z siedzibą w Česká Kubice, przede mną, notariuszem **Mateuszem Szczepaniakiem**, w Kancelarii Notarialnej Kamila Siejka Mateusz Szczepaniak spółka cywilna we Wrocławiu, przy ulicy Słężnej 104 lok. 3B, własnoręcznie swoje podpisy złożyli: -----



1. **Patrycja Sylwia Matysiak**, -----
córka Wiesława i Zuzanny, -----
zamieszkała: 55-010 Kotowice, ul. Pogodna nr 8, -----
PESEL 76110404704, -----
legitymująca się dowodem osobistym seria i numer: AYA502847, -----
działająca przy tej czynności w imieniu własnym oraz w imieniu i na rzecz **Justyny Mszańkiej**, córki Stanisława i Iwony, zamieszkałej: 58-370 Boguszów-Gorce, ul. Sienkiewicza nr 44 m. 4, PESEL 89012401546, legitymującej się na dzień sporządzenia pełnomocnictwa dowodem osobistym seria i numer: DEC 362837, jako pełnomocnik, na podstawie pełnomocnictwa objętego aktem notarialnym z dnia 20 lipca 2023 roku, sporządzonym przed notariuszem Mateuszem Szczepaniakiem, prowadzącym tut. Kancelarię Notarialną, Repertorium A nr 2436/2023, która zapewnia, że: -----
- pełnomocnictwo nie zostało zmienione, odwołane ani nie wygasło i nie istnieją żadne okoliczności ograniczające bądź wyłączające zakres jej działania przy niniejszej czynności, -----
- spółka pod firmą 2connectU spółka z ograniczoną odpowiedzialnością z siedzibą we Wrocławiu nie jest właścicielem ani użytkownikiem wieczystym żadnych nieruchomości, -----
2. **Colin Chapman Stewart**, używający imienia Colin, -----
według oświadczenia zamieszkały: ul. Nova Oblekovicka nr 254 m. 20, Znojmo 67181, Republika Czeska, -----
urodzony dnia 5 lutego 1965 r. w Zjednoczonym Królestwie Wielkiej Brytanii i Irlandii Północnej, -----
obywatel Zjednoczonego Królestwa Wielkiej Brytanii i Irlandii Północnej, posługujący się językiem polskim w stopniu umożliwiającym zrozumienie treści czynności, -----
legitymujący się paszportem obywatela Zjednoczonego Królestwa Wielkiej Brytanii i Irlandii Północnej numer 523609961, -----
działający przy tym akcie w imieniu i na rzecz spółki pod firmą **Trans World Hotels & Entertainment, a.s. z siedzibą w Česká Kubice** (adres: 345 32 Česká Kubice nr 64, Republika Czeska, adres korespondencyjny: 53-413 Wrocław, ul. Gwiazdzysta nr 8 lok. 3, czeski numer identyfikacyjny: 643 58 267), zarejestrowanej w rejestrze handlowym prowadzonym przez Sąd Wojewódzki



**RÁMCOVÁ SMLOUVA O
PŘEVODU PODÍLU**

(Retail Park Mikulov s.r.o.)

(dále také jako „Smlouva“)

**FRAMEWORK SHARE
PURCHASE AGREEMENT**

(Retail Park Mikulov s.r.o.)

(hereinafter the „Agreement“)

V Praze dne 27. února 2024

In Prague on 27 February 2024

CAIAC Fund Management AG

registrační číslo: FL-0002.227.513-0
se sídlem Bendorf, Haus Atzig,
Industriestrasse 2, PSČ 9487,
Lichtenštejnské knížectví
zastoupená JUDr. Pavlem Fráňou, na
základě plné moci

*jakožto správce podílového fondu, jednající
na účet*

**CZECH REAL ESTATE INVESTMENT
FUND**

registrační číslo: FL-0002.504.997-2
se sídlem FL-9487 Bendorf, Haus Atzig,
Industriestrasse 2, Lichtenštejnské knížectví

(dále též jako „Převodce“ na straně jedné)

a

Palasino Group, a.s.

IČO: 643 58 267
se sídlem č.p. 64, 345 32 Česká Kubice
zapsaná v obchodním rejstříku u Krajského
soudu v Plzni, pod sp. zn. B 492

zastoupená Pavlem Maršíkem, předsedou
představenstva

(dále také jako „Nabyvatel“)

(Převodce a Nabyvatel jsou dále označováni
také jako „Smluvní strana“ nebo společně
také jako „Smluvní strany“)

uzavírají v souladu s příslušnými
ustanoveními zákona č. 90/2012 Sb., zákon o
obchodních korporacích, v platném znění
(dále také jako „Zákon o obchodních
korporacích“) a zákona č. 89/2012 Sb.,
občanský zákoník, v platném znění (dále také
jako „Občanský zákoník“) níže uvedeného
dne, měsíce a roku tuto:

CAIAC Fund Management AG

Registration number: FL-0002.227.513-0
With its registered office at Bendorf, Haus
Atzig,
Industriestrasse 2, postal code 9487,
Principality of Liechtenstein
represented JUDr. Pavel Fráňa, on the basis
of a power of attorney

*as a mutual fund manager acting on behalf
of:*

**CZECH REAL ESTATE INVESTMENT
FUND**

registration number: FL-0002.504.997-2
with its registered office at FL-9487
Bendorf, Haus Atzig, Industriestrasse 2,
Principality of Liechtenstein
(hereinafter the “Transferor”, on the one
part)

And

Palasino Group, a.s.

Id. No.: 643 58 267
With its registered office at č.p. 64, 345 32
Česká Kubice
registered at the Regional Court in Pilsen
under file No. B 492
represented by Pavel Maršík, Chairman of
the Board of Directors

(hereinafter also the “Acquirer”)

(the Transferor and the Acquirer are
hereinafter also individually referred to as a
“Party” and jointly as the “Parties”)

conclude in accordance with the relevant
provisions of Act No. 90/2012 Coll., the Act
on Business Corporations, as amended
(hereinafter also referred to as the “Act on
Business Corporations”) and Act No.
89/2012 Coll., the Civil Code, as amended
(hereinafter also referred to as the “Civil
Code”) the day, month and year specified
below:

RÁMCOVOU SMLOUVU O PŘEVODU PODÍLU

(dále jako „Smlouva“)

1. ÚVODNÍ USTANOVENÍ

1.1. Převodce je jediným společníkem společnosti **Retail Park Mikulov s.r.o.**, IČO: 275 68 261, se sídlem Vinařská 460/3, Pisárky, 603 00 Brno, zapsané v obchodním rejstříku vedeném Krajským soudem v Brně, sp. zn. C 110346 (dále jako „Společnost“), vlastním základní podíl o velikosti 100 % na základním kapitálu a hlasovacích právech ve Společnosti, na nějž připadá vklad do základního kapitálu Společnosti ve výši 200.000,- Kč (slovy dvě stě tisíc korun českých), který byl Převodcem zcela splacen (dále také jako „Podíl“). Výpis Společnosti z obchodního rejstříku tvoří nedílnou přílohu 1.1 této Smlouvy.

1.2. K převodu Podílu není třeba souhlasu žádného orgánu Společnosti, neboť podíl jediného společníka Společnosti je vždy volně převoditelný.

1.3. Převodce prohlašuje a ujišťuje Nabyvatele, že k převodu Podílu ve Společnosti není podle práva Lichtenštejnského knížectví třeba souhlasu žádného orgánu Převodce ani jakéhokoliv jiného orgánu či osoby.

1.4. Podíl je na základě Smlouvy o zřízení zástavního práva k podílu č. 2019009181 ze dne 27. června 2019 a Smlouvy o zřízení zástavního práva k podílu č. 2022003371 ze dne 24. března 2022 zastaven ve prospěch společnosti

FRAMEWORK SHARE PURCHASE AGREEMENT

(hereinafter the “Agreement”)

1. RECITALS

1.1. The Transferor is the sole shareholder of company **Retail Park Mikulov s.r.o.**, Id. No. 275 68 261, with its registered office at Vinařská 460/3, Pisárky, 603 00 Brno, registered in the Commercial Register maintained by the Regional Court in Brno, File. No. C 110346 (hereinafter the “**Company**”) owning a 100% share in the registered capital and voting rights in the Company, which includes a contribution to the registered capital of the Company in the amount of CZK 200,000 (in words two hundred thousand Czech crowns), which was fully paid up by the Transferor (hereinafter also referred to as “**Share**”). The Company's extract from the Commercial Register forms an integral Annex 1.1 to this Agreement.

1.2. The transfer of the Share does not require the consent of any body of the Company, as the share of the sole shareholder of the Company is always freely transferable.

1.3. The Transferor represents and assures the Acquirer that no consent of any authority of the Transferor or any other authority or person is required under the laws of the Principality of Liechtenstein for the transfer of the Share in the Company.

1.4. The Share is pledged to Československá obchodní banka, a.s., ID No.: 000 01 350, with registered office at Prague 5, Radlická 333/150, Postal Code 150 57 (hereinafter also referred to as the “**Bank**”), as registered in the Commercial

Československá obchodní banka, a.s., IČO: 000 01 350, se sídlem Praha 5, Radlická 333/150, PSČ 150 57 (dále také jako „**Banka**“), jak je i zapsáno v obchodním rejstříku. Zástavou Podílu jsou zajištěny dluhy Společnosti vůči Bance vzniklé na základě úvěrové smlouvy č. 2019009175 ze dne 27. června 2019, rámcové smlouvy č. 2019009176 uzavřené dne 27. června 2019 a smlouvy o úvěru č. 2022003030 ze dne 24. března 2022 uzavřených mezi Bankou a Společností (dále také jako „**Smlouvy o úvěru**“). Závazky Společnosti vůči Bance ke dni 29. února 2024 jsou vyčísleny v Pay-off Lettteri vystaveném Bankou dne 26. února 2024 (dále také jako „**Pay-off Letter**“) v částce 18.430.380,07 Kč (slovy: osmnáct milionů čtyřista třicet tisíc tři sta osmdesát korun českých a sedm haléřů) (dále také jako „**Dlužná částka**“) a budou vypořádány v rámci vypořádání převodu Podílu, jak je uvedeno níže.

1.5. Společnost je výlučným vlastníkem nemovitých věcí, které jsou uvedeny v příloze 1.5. této Smlouvy (dále také jako „**Nemovitosti**“).

1.6. Nabyvatel bere na vědomí, že je k majetku Společnosti zřízeno zatížení ve prospěch třetích osob včetně Banky, kdy tato práva třetích osob, jsou podrobněji popsána na výpisu z katastru nemovitostí - listu vlastnictví týkajícím se Nemovitostí vyhotoveném ke dni podpisu této Smlouvy, dále případné zatížení, které bude zřízeno na základě této Smlouvy nebo v souvislosti s ní a zatížení vyplývající z dokumentů poskytnutých v rámci due diligence Společnosti (dále

Register, on the basis of the Agreement on the Pledge of the Share No. 2019009181 dated 27 June 2019 and the Agreement on the Pledge of the Share No. 2022003371 dated 24 March 2022. The Share is pledged as security for the Company's debts to the Bank arising under the Loan Agreement No. 2019009175 dated 27 June 2019, the Framework Agreement No. 2019009176 dated 27 June 2019 and the Loan Agreement No. 2022003030 dated 24 March 2022 entered into between the Bank and the Company (hereinafter also referred to as the "**Loan Agreements**"). The Company's liabilities to the Bank as at 29 February 2024 are quantified in the Pay-off Letter issued by the Bank on 26 February 2024 in the amount of CZK 18,430,380.07 (in words: eighteen million four hundred and thirty thousand three hundred and eighty Czech crowns and seven cents) (also referred to as the "**Amount Due**") and shall be settled as part of the Share Transfer Settlement as set out below.

1.5. The Company is the sole owner of the real estate listed in Annex 1.5. to this Agreement (hereinafter also referred to as "**Real Estate**").

1.6. The Acquirer acknowledges that there is an encumbrance on the Company's property in favour of third parties including the Bank, and such third party rights being more fully described on the extract from the Land Registry - the title deed relating to the Real Estate made on the day of signing this Agreement, any encumbrance to be created under or in connection with this Agreement and the encumbrances arising from the documents provided within due diligence

také jako „Povolené zatížení“).

1.7. Převodce má zájem převést Nabyvateli Podíl za podmínek a způsobem sjednaným v této Smlouvě, čemuž odpovídá zájem Nabyvatele celý Podíl za níže sjednaných podmínek nabýt a zaplatit za něj Převodci kupní cenu dále specifikovanou v této Smlouvě.

2. PŘEVOD PODÍLU

2.1. Po splnění podmínek uvedených v této Smlouvě Převodce převede a prodá Nabyvateli Podíl a Nabyvatel nabude Podíl od Převodce za podmínek obsažených v této Smlouvě, tj. Nabyvatel nabyde 100 % majetkové účasti ve Společnosti, a oproti tomu Nabyvatel zaplatí Převodci kupní cenu za Podíl stanovenou níže v této Smlouvě a uhradí Dlužnou částku. Dále se Smluvní strany způsobem uvedeným v této Smlouvě zavazují vypořádat kupní cenu.

2.2. Převodce Nabyvateli prohlašuje a ujišťuje jej, že od Podílu nebyla oddělena žádná samostatně převoditelná práva.

2.3. Smluvní strany se dohodly, že ke dni splnění všech odkládacích podmínek stanovených v čl. 4. této Smlouvy a dalších podmínek výslovně stanovených v této Smlouvě spolu uzavřou realizační smlouvu o převodu Podílu, která bude použita pro potřeby zápisu změn do obchodního rejstříku (tímto se rozumí i provedení přímého zápisu do obchodního rejstříku notářem), vzor realizační

(hereinafter also referred to as "Permitted Encumbrance").

1.7. The Transferor is interested in transferring the Share to the Acquirer under the conditions and in the manner agreed in this Agreement, it corresponds to the Acquirer's interest to acquire the entire Share under the conditions agreed hereof and pay the Acquirer the purchase price further specified in this Agreement.

2. TRANSFER OF THE SHARE

2.1. Under the conditions set out in this Agreement, the Transferor shall transfer and sell the Share to the Acquirer and the Acquirer will acquire the Share from the Transferor under the conditions set out in this Agreement, i.e. the Acquirer acquires 100% of the equity interest in the Company, and Acquirer shall pay the Transferor the purchase price for the Share set out below in this Agreement and shall pay the Amount Due. Furthermore, the Parties undertake to settle the purchase price in the manner specified in this Agreement.

2.2. The Transferor declares to the Acquirer and assures him that no separately transferable rights have been separated from the Share.

2.3. The Parties agree that on the date on which all suspensive conditions set out in Article 4 of this Agreement and other conditions expressly set out in this Agreement have been fulfilled, they will enter into an implementation agreement together for the transfer of the Share, which will be used for the purposes of registration of changes in the Commercial Register (hereby means a direct entry in

smlouvy tvoří přílohu 2.3. této Smlouvy (dále také jako „**Realizační smlouva**“). Uzavřením Realizační smlouvy nedojde ke konzumaci práv z této Smlouvy, když tato Smlouva zůstává i nadále v platnosti a účinnosti. Realizační smlouva bude sloužit výhradně k doložení převodu Podílu českým a jiným státním orgánům (zejména obchodnímu rejstříku) a třetím osobám a tato Smlouva se považuje za konzumovanou, jen co do povinnosti převést Podíl z Převodce na Nabyvatele. Ostatní práva a povinnosti z této Smlouvy pro Smluvní strany vyplývající se nadále řídí příslušnými ustanoveními této Smlouvy. Smluvní strany se dohodly, že Realizační smlouva nezmění jejich práva a povinnosti ujednané dle této Smlouvy, a že žádná ze Smluvních stran nebude mít žádná práva nebo závazky dle Realizační smlouvy nad rámec ujednaný v této Smlouvě. Realizační smlouva se považuje ve smyslu ust. § 1727 Občanského zákoníku za smlouvu závislou na této Smlouvě, tj. že ukončením této Smlouvy automaticky zaniká i Realizační smlouva.

3. PŘEDBĚŽNÁ KUPNÍ CENA

3.1. Předběžná kupní cena činí částku ve výši **23.569.619,93 Kč** (slovy dvacet tři milionů pět set šedesát devět tisíc šest set devatenáct korun českých a devadesát tři haléřů) (dále také jako „**Předběžná kupní cena**“).

the Commercial Register by a notary), the model of the implementation agreement forms Annex 2.3 to this Agreement (hereinafter also referred to as the “**Share Transfer Agreement**”). By concluding the Share Transfer Agreement, the rights under this Agreement will not be consumed, as long as this Agreement remains in force and effect. The Share Transfer Agreement will be used exclusively to document the transfer of the Share to Czech and other state authorities (especially the Commercial Register) and third parties, and this Agreement is considered consumed only as regards the obligation to transfer the Share from the Transferor to the Acquirer. Other rights and obligations under this Agreement for the Parties shall continue to be governed by the relevant provisions of this Agreement. The Parties agree that the Share Transfer Agreement will not change their rights and obligations agreed under this Agreement, and that neither Party will have any rights or obligations under the Share Transfer Agreement beyond the scope agreed in this Agreement. The Share Transfer Agreement is considered to be a contract dependent on this Agreement within the meaning of Section 1727 of the Civil Code, i.e. the termination of this Agreement automatically terminates the Share Transfer Agreement.

3. PRELIMINARY PURCHASE PRICE

3.1. The preliminary purchase price is in the amount of **CZK 23,569,619.93** (twenty-three million five hundred and sixty-nine thousand six hundred and nineteen Czech crowns and ninety-three cents)

- 3.2. Nabyvatel uhradil na základě Letter of Intent ze dne 1. prosince 2023 Převodci zálohu na kupní cenu Podílu ve výši **2.100.000,- Kč** (slovy: dva miliony jedno sto tisíc korun českých) (dále jako „**Záloha**“). Smluvní strany se dohodly, že Záloha bude započtena na Předběžnou kupní cenu.
- 3.3. Nejpozději do 29. února 2024 dopoledne Nabyvatel uhradí částku ve výši **39.900.000,- Kč** (slovy **třicet devět milionů devět set tisíc korun českých**), která představuje Dlužnou částku a Předběžnou kupní cenu poníženou o uhrazenou Zálohu (dále také jako „**Spravovaná částka**“), na bankovní účet č. **294983929/0300**, vedený u Banky (dále také jako „**Jistotní účet**“), který bude zřízen u správce jistotního účtu, jímž bude notářská kancelář Mgr. Radky Koudele, notářky v Mladé Boleslavi (dále také jako „**Správce jistotního účtu**“), a to na základě protokolu o notářské úschově, jenž bude uzavřen mezi Správcem jistotního účtu, Převodcem a Nabyvatelem dle podmínek stanovených v této Smlouvě (dále také jako „**Protokol o notářské úschově**“). Protokol o notářské úschově dále blíže upraví podmínky pro složení a výplatu Spravované částky prostřednictvím Jistotního účtu. Smluvní strany se dohodly, že náklady notářské úschovy budou hradit každá z jedné poloviny.
- (hereinafter also referred to as the “**Preliminary Purchase Price**”).
- 3.2. On the basis of the Letter of Intent dated 1 December 2023, the Purchaser has paid to the Transferor a deposit for the purchase price of the Share in the amount of **CZK 2,100,000** (in words: two million one hundred thousand Czech crowns) (hereinafter referred to as the “**Deposit**”). The Parties agree that the Deposit shall be set off against the Preliminary Purchase Price.
- 3.3. At the latest on 29 February 2024 in the morning the Acquirer will pay an amount of **CZK 39,900,000** (in words **thirty-nine million nine hundred thousand Czech crowns**) the stated amount represents the Amount Due and Preliminary Purchase Price reduced by the Deposit (hereinafter also referred to as “**Managed Amount**”), to the bank account No. **294983929/0300**, kept by Bank (hereinafter also referred to as the “**Security Account**”), which will be established with the administrator of the security account, which will be the notary office of Mgr. Radka Koudele, notary in Mladá Boleslav (hereinafter also referred to as the “**Security Account Administrator**”), based on the protocol on notarial custody to be concluded between the Security Account Administrator, the Transferor and the Acquirer under the conditions set out in this Agreement (hereinafter also referred to as the “**Protocol on notarial custody**”). The Protocol on notarial custody further specifies the conditions for depositing and paying the Managed Amount through the Security Account.

3.4. V případě prodlení se složením Spravované částky nebo její části na Jistotní účet dle této Smlouvy se Nabyvatel zavazuje uhradit Převodci úrok z prodlení ve výši 0,05 % denně, a to za každý den trvání prodlení s úhradou jakékoliv části Spravované částky a v případě prodlení Nabyvatele delšího než 5 kalendářních dnů je Převodce oprávněn od této Smlouvy odstoupit a ponechat si uhrazenou Zálohu jako smluvní pokutu.

3.5. Správce jistotního účtu vyplatí Spravovanou částku následovně:

- i) část Spravované částky ve výši Dlužné částky, tj. částku ve výši **18.430.380,07 Kč** převede nejpozději v Den Vypořádání (dne 29. února 2024) na bankovní účet Společnosti u Banky uvedený v Pay-off Letter, č.ú.: 217083003/0300, pokud bude uzavřena tato Smlouva a bude mu předložen:
 - a. list vlastnictví týkající se Nemovitostí vyhotovený ke dni podpisu této Smlouvy nebo dni pozdějšímu, kde Společnost bude vedena jako výlučný vlastník Nemovitostí, přičemž v části C nebo D těchto listů vlastnictví nebude uvedeno žádné omezení vlastnického práva, a to právy dle ust. § 11 odst. 1 písm. b) až s) zákona č. 256/2013 Sb., o katastru

The Parties have agreed to pay the costs of the notary's custody on a half-payment basis.

3.4. In the event of a delay in payment of the Managed Amount or part thereof under this Agreement to the Security Account, the Acquirer undertakes to pay the Transferor interest on arrears of 0,05 % per day for each day of delay in payment of any part of the Managed Amount. The Transferor is entitled to withdraw from this Agreement if the Acquirer is more than 5 calendar days in default and retain the Deposit paid as a contractual penalty.

3.5. The Security Account Administrator shall pay the Managed Amount as follows:

- i) he shall transfer a portion of the Managed Amount equal to the Amount Due, i.e., an amount of CZK 18,430,380.07, no later than the Settlement Date (on 29 February 2024) to the Company's bank account with the Bank specified in the Pay-off Letter, account no.: 217083003/0300, if this Agreement is executed and following documents was submitted to him:
 - a. a title deed in respect of the Real Estate, executed on or after the date of signing of this Agreement, where the Company shall be recorded as the sole owner of the Real Estate, with no limitation of ownership indicated in Part C or D of such title deeds, with the rights pursuant to Section 11(1)(b) to (s) of Act No. 256/2013 Coll., on the Land Registry, as amended

nemovitostí, v účinném znění (dále také jako „KZ“) kromě takového zatížení, které je uvedeno v listu vlastnictví, který tvoří přílohu 1.5. této Smlouvy, současně nebude vyznačeno, že právní vztahy jsou dotčeny změnou (tzv. „plombou“) označující zahájení řízení o povolení vkladu práva k jakékoli z Nemovitostí, a/nebo v katastru nemovitostí ve vztahu k jakékoli z Nemovitostí nebude zapsána jakákoli poznámka, ani poznámka spornosti ve smyslu ustanovení § 24 KZ, to vše s výjimkou zápisů ryze administrativního charakteru jako např. zápisů týkajících se obnovy katastrálního operátu,

b. Potvrzení vystavené Bankou – Pay-off Letter s vyčíslením Dlužné částky ke Dni Vypořádání obsahující závazek ze strany Banky potvrdit zánik všech zástavních práv v její prospěch vztahujících se k Podílu a Nemovitostem, jakož i zajištění vztahujících se ke Společnosti, po splacení Dlužné částky; a souhlas Banky s převodem Podílu.

ii) část Spravované částky ve výši **16.469.619,93 Kč** (dále jen jako „**Druhá platba**“) (Předběžná kupní cena ponížena o částku ve výši 5.000.000,- Kč) převede ve prospěch účtu Převodce IBAN: LI61 0880 6024 2794 2200 1, swift code: SERBLI22XXX, vedený u

(hereinafter also referred to as the "Land Registry Act") except for such encumbrance as is indicated in the title deed, which forms Annex 1.5 to this Agreement, it will not be indicated at the same time that the legal relations are affected by a change (the so-called "seal") indicating the commencement of the procedure for the authorisation of the registration of the right to any of the Real Estate, and/or the Land Registry will not record any remark in relation to any of the Real Estate, even a remark of disputability within the meaning of Section 24 of the Land Code, with the exception of entries of a purely administrative nature, such as entries relating to the renewal of the cadastral register,

b. a confirmation issued by the Bank - Pay-off Letter quantifying the Amount Due as at the Settlement Date containing an undertaking by the Bank to confirm the extinguishment of all liens in its favour relating to the Share and the Real Estate, as well as security interests relating to the Company, upon payment of the Amount Due; and the Bank's consent to the transfer of the Share.

ii) part of the Managed Amount in the amount of CZK **16,469,619.93** (hereinafter referred to as the "**Second Payment**") (the Preliminary Purchase Price reduced by the amount of CZK 5,000,000.00) shall be transferred to the Transferor's

Kaiser Partner Privatbank AG (dále také jako „Účet Převodce“), a to do 3 pracovních dnů ode, kdy mu bude předložen poslední z následujících dokumentů:

- a. smlouva o převodu Podílu z Převodce na Nabyvatele;
- b. výpis z obchodního rejstříku obsahující zápis Nabyvatele jako jediného společníka Společnosti a obsahující pouze ta Povolená zatížení, která byla zřejmá z výpisu z obchodního rejstříku, který je přílohou 1.1. této Smlouvy;
- c. výpis z katastru nemovitostí splňující požadavky dle bodu 3.5.i) a. Smlouvy vyhotovený ke Dni Vypořádání;
- d. prohlášení Banky o zániku všech zajištění (předně zástavních práv) váznoucích na Podílu a Nemovitostech v její prospěch vyjmenovaných v Pay-off Letter/vzdání se těchto práv dle vzorů v příloze 3.5.ii) d. Smlouvy;
- e. kopie návrhu na výmaz všech zajištění ve prospěch Banky váznoucích na Nemovitostech zapsaných pod V-4308/2019-704, V-2114/2022-704 a V-8118/2022-704 na LV.č 2485, k.ú. Mikulov na Moravě, které je přílohou 1.5. této Smlouvy (dále také jen „Návrh na vklad výmazu“), a obsahující prohlášení Banky ve vztahu k Nemovitostem dle vzorů v příloze 3.5.ii) d. opatřená podacím razítkem příslušného katastrálního úřadu nebo konverzi elektronicky odeslané datové zprávy adresované

account IBAN: LI61 0880 6024 2794 2200 1, swift code: SERBLI22XXX, held at Kaiser Partner Privatbank AG (hereinafter also referred to as the "Transferor's Account"), within 3 business days of the last of the following documents being submitted to him:

- a. Agreement on the transfer of the Share from the Transferor to the Acquirer;
- b. an extract from the commercial register containing the registration of the Acquirer as the sole shareholder of the Company and containing only those Permitted Encumbrances which were apparent from the extract from the commercial register attached as Annex 1.1 to this Agreement;
- c. an extract from the Land Registry meeting the requirements of Clause 3.5.i. a. of the Agreement, executed as of the Settlement Date;
- d. a declaration by the Bank of the extinguishment of all collateral (in particular, liens) attached to the Interest and the Real Estate in its possession listed in the Pay-off Letter/relinquishment of such rights in accordance with the templates in Annex 3.5.ii) d;
- e. a copy of the petition for the cancellation of all collateral in favor of the Bank binding on the Real Estate registered under V-4308/2019-704, V-2114/2022-704 and V-8118/2022-704 in title deed No. 2485, cadastral area of Mikulov na Moravě, which is attached as Annex 1.5. to this Agreement (hereinafter also referred to as the " Proposal for

- příslušnému katastrálnímu úřadu obsahující jako přílohy Návrh na vklad výmazu a prohlášení Banky o zániku těchto zástavních práv / vzdání se jich, tj. Prohlášení Banky ve znění, které tvoří přílohu č. 3.5.ii) d. Smlouvy;
- f. kopie návrhu na zápis změn zapsaných údajů Společnosti týkající se výmazu zástavních práv Banky vázoucích na Podílu uvedených v Pay-off Letteru – zástavních práv Banky zřejmých z úplného výpisu z obchodního rejstříku, který je přílohou 1.1. Smlouvy, a zapsaných do obchodního rejstříku dne 11. prosince 2019 a 22. dubna 2022 (dále také jako „Návrh na obchodní rejstřík“), jehož přílohou bylo potvrzení Banky o zániku předmětných zástavních práv/vzdání se těchto práv dle vzoru v příloze 3.5.ii) d. Smlouvy a je opatřen podacím razítkem příslušného rejstříkového soudu nebo konverzi elektronicky odeslané datové zprávy adresované příslušnému rejstříkovému soudu obsahující jako přílohy Návrh na obchodní rejstřík a prohlášení Banky o zániku těchto zástavních práv / vzdání se jich, tj. Prohlášení Banky ve znění, které tvoří přílohu 3.5.ii) d. Smlouvy;

- Deletion**"), and containing the Bank's declaration in relation to the Real Estate in accordance with the templates in Annex 3.5.ii) d. stamped with the filing stamp of the relevant Land Registry or the conversion of an electronically sent data message addressed to the competent cadastral office containing as attachments the Proposal for Deletion and the Bank's declaration on the termination / waiver of these liens, i.e. the Bank's Declaration in the wording of Annex 3.5.ii) d. of the Agreement;
- f. a copy of the application for registration of changes to the registered particulars of the Company relating to the cancellation of the Bank's liens relating to the Share as set out in the Pay-off Letter - the Bank's liens evident from the full extract from the Commercial Register attached as Annex 1.1. to this Agreement, and entered in the Commercial Register on 11 December 2019 and 22 April 2022 (hereinafter also referred to as the "**Proposal for the Commercial Register**"), accompanied by the Bank's confirmation of the extinguishment/relinquishment of the subject liens as per the specimen in Annex 3.5.ii) d. and stamped with the filing stamp of the relevant registry court or the conversion of an electronically sent data message addressed to the competent registry court containing as attachments a Proposal for a Commercial Register and the Bank's

- iii) část Spravované částky ve výši **5.000.000,- Kč** (dále jen jako „**Třetí platba**“) převede ve prospěch Účtu Převodce, a to do 3 pracovních dnů ode, kdy mu bude předložen poslední z následujících dokumentů:
- a. list vlastnictví týkající se Nemovitostí - LV.č 2485, k.ú. Mikulov na Moravě, který neobsahuje zajištění evidovaná pod V-4308/2019-704, V-2114/2022-704 a V-8118/2022-704 ve prospěch Banky vázoucích na Nemovitostech;
 - b. výpis z obchodního rejstříku Společnosti, který neobsahuje zástavní práva Banky, která vázla na Podílu dle úplného výpisu z obchodního rejstříku, který je přílohou 1.1. Smlouvy, a byla zapsaná do obchodního rejstříku dne 11. prosince 2019 a 22. dubna 2022.
- 3.6. V případě, že do 29. února 2024 nebude Správci jistotního účtu předložena dokumentace podle písmen a. až b. odstavce 3.5.i). Smlouvy, je kterákoli ze Smluvních stran oprávněna od této Smlouvy odstoupit. Správce jistotního účtu uvolní Spravovanou částku ve prospěch účtu Nabyvatele č.ú. **27-6462740297/0100**, vedeného u Komerční banky, a.s. (dále také jako „**Účet Nabyvatele**“).
- declaration of termination / waiver of such liens, i.e., the Bank's Declaration as set out in Annex 3.5.ii) d. of the Agreement;
- iii) a part of the Managed Amount in the amount of CZK **5,000,000.00** (hereinafter referred to as the "**Third Payment**") shall be transferred to the Transferor's Account within 3 Business Days after the last of the following documents is submitted to him:
- a. a. the title deed relating to the Real Estate - title deed No. 2485, cadastral area of Mikulov na Moravě, which does not contain the collateral registered under V-4308/2019-704, V-2114/2022-704 and V-8118/2022-704 in favour of the Bank on the Real Estate;
 - b. an extract from the Company's commercial register, which does not contain the Bank's liens that were bound to the Share according to the full extract from the commercial register attached to the Agreement as Annex 1.1 and registered in the commercial register on 11 December 2019 and 22 April 2022.
- 3.6. In the event that the documentation specified in subparagraphs a. through b. of paragraph 3.5.i. is not submitted to the Security Account Administrator by February 29, 2024.) Agreement, either Party shall be entitled to withdraw from this Agreement. The Security Account Administrator shall release the Managed Amount in favour of the Acquirer's account no. **27-6462740297/0100**,

- 3.7. Pokud Správci jistotního účtu nebudou nejpozději dne 31. března 2024 doloženy dokumenty podle písmen a. až g. odstavce 3.5.ii), na základě kterých má být Převodci uvolněna Druhá platba (16.469.619,93 Kč), mají Smluvní strany možnost odstoupit od této Smlouvy a toto odstoupení musí být druhé straně doručeno do 7 pracovních dní od stanoveného data. Správce jistotního účtu uvolní zbývající Spravovanou částku (ve výši 21.469.619,93 Kč) do 5 pracovních dní ve prospěch Účtu Nabyvatele, a to pokud mu bude do 30. dubna 2024 předložen výpis z obchodního rejstříku Společnosti, který bude obsahovat údaj o tom, že Převodce je jediným společníkem Společnosti nebo odstoupení od Smlouvy jedné ze Smluvních stran opatřené potvrzením o převzetí ze strany druhé Smluvní strany dle vzorů v příloze 3.7. Smlouvy.
- 3.7.If the documents specified in subparagraphs a. to g. of paragraph 3.5.ii), pursuant to which the Second Payment (CZK 16,469,619.93) is to be released to the Transferor, are not delivered to the Security Account Administrator by 31 March 2024 at the latest, the Parties shall have the option to withdraw from this Agreement and such withdrawal shall be delivered to the other Party within 7 Business Days of the specified date. The Security Account Administrator shall release the remaining Managed Amount (in the amount of CZK 21,469,619.93) within 5 Business Days to the Acquirer's Account, provided that an extract from the Company's commercial register containing the fact that the Transferor is the sole shareholder of the Company or a withdrawal from the Agreement by one of the Parties accompanied by an acknowledgement of receipt by the other Party in accordance with the templates in Annex 3.7 of the Agreement is submitted to him by 30 April 2024.
- 3.8. Pokud Správci jistotního účtu nebude do 30. dubna 2024 předložen výpis z obchodního rejstříku Společnosti s Převodcem jako jediným společníkem Společnosti nebo odstoupení od Smlouvy jedné ze Smluvních stran opatřené potvrzením o převzetí ze strany druhé Smluvní strany dle vzorů v příloze 3.7. Smlouvy, Správce jistotního účtu uvolní Druhou platbu, tj. 16.469.619,93 Kč do 5 pracovních dní od 30. dubna 2024 na Účet Převodce.
- 3.8. If the Security Account Administrator is not provided by 30 April 2024 with an extract from the Company's commercial register with the Transferor as the sole shareholder of the Company or a withdrawal from the Agreement by one of the Parties accompanied by an acknowledgement of receipt by the other Party in accordance with the templates in Annex 3.7 to the Agreement, the Security Account Manager shall release the Second Payment, i.e. CZK 16,469,619.93

- 3.9. Pokud dojde ke splnění podmínky pro výplatu Druhé platby (16.469.619,93 Kč) dle odst. 3.5. ii) Smlouvy nebo odst. 3.8. Smlouvy, ale do 30. června 2024 nebudou Správci jistotního účtu předloženy doklady podle písmen a. až b. odstavce 3.5.iii) Smlouvy, má Nabyvatel možnost od Smlouvy odstoupit do 10 pracovních dní od 30. června 2024, v takovém případě Správce jistotního účtu uvolní částku odpovídající Třetí platbě ve výši 5.000.000,- Kč ve prospěch Účtu Nabyvatele do 5 pracovních dní od předložení odstoupení. Odstoupení předložené Správci jistotního účtu musí odpovídat znění dle přílohy č. 3.9. Smlouvy a obsahovat potvrzení o převzetí ze strany Převodce.
- 3.9. If the condition for payment of the Second Payment (CZK 16,469,619.93) pursuant to paragraph 3.5(ii) of the Agreement or paragraph 3.8 of the Agreement is met, but the documents referred to in subparagraphs a. to b. of paragraph 3.5 are not submitted to the Security Account Administrator by 30 June 2024. iii) of the Agreement, the Acquirer shall have the option to withdraw from the Agreement within 10 Business Days from 30 June 2024, in which case the Security Account Administrator shall release the amount corresponding to the Third Payment of CZK 5,000,000.00 to the Acquirer's Account within 5 working days after submission of the withdrawal. The withdrawal submitted to the Security Account Administrator shall be in accordance with the wording as set out in Annex 3.9 of the Agreement and shall include the Transferor's acknowledgement of receipt.
- 3.10. Nebude-li Správci jistotního účtu předloženo odstoupení dle přílohy č. 3.9. Smlouvy, ani doklady podle písmen a. až b. odstavce 3.5.iii) Smlouvy do 31. srpna 2024, uvolní částku odpovídající Třetí platbě (5.000.000,- Kč) ve prospěch Účtu Nabyvatele dle Protokolu o notářské úschově, a to za podmínky, že Nabyvatel předloží Správci jistotního účtu výpis z katastru nemovitostí – LV.č 2485, k.ú. Mikulov na Moravě, kde budou doposud zapsaná zatížení ve prospěch Banky, a to zatížení evidovaná pod V-4308/2019-704, V-2114/2022-
- 3.10. If neither the withdrawal pursuant to Annex 3.9 of the Agreement, nor the documents pursuant to subparagraphs a. to b. of paragraph 3.5.iii) of the Agreement are submitted to the Security Account Manager by 31 August 2024, the amount corresponding to the Third Payment (CZK 5,000,000.-) shall be released to the Acquirer's Account in accordance with Protocol on notarial custody, provided that the Acquirer submits to the Security Account Administrator an extract from the Land Registry – title deed no. 2485, cadastral

704 a/ nebo V-8118/2022-704 a výpis z obchodního rejstříku týkající se Společnosti, kde budou zapsána zástavní práva ve prospěch Banky zapsaná do obchodního dne 11. prosince 2019 a dne 22. dubna 2022 (stejná jako dle výpisu v příloze 1.1. Smlouvy) (dále také jako „Doklady o nevyřazení zajištění“). Smluvní strany činí nesporným, že v takovém případě se předmětná částka (5.000.000,- Kč) považuje za smluvní pokutu hrazenou Převodcem Nabyvateli. Nepředloží-li Nabyvatel Správci jistotního účtu Doklady o nevyřazení zajištění do 30. září 2024, Správce jistotního účtu uvolní částku odpovídající Třetí platbě ve výši 5.000.000,- Kč ve prospěch Účtu Převodce do 5 pracovních dní od data 30. září 2024. Závazek Převodce zajistit výmaz předmětných zástavních práv bude nadále trvat a stejně tak závazek Nabyvatele zajistit k tomuto náležitou součinnost a součinnost Společnosti.

area of Mikulov na Moravě, where the encumbrances registered in favour of the Bank will be registered to date, namely encumbrances registered under V-4308/2019-704, V-2114/2022-704 and/or V-8118/2022-704 and an extract from the Commercial Register concerning the Company, where the liens in favour of the Bank registered on 11. December 2019 and April 22, 2022 (the same as as per the statement in Schedule 1.1 of the Agreement) (also referred to as "Evidence of Non-deletion of the Collateral ").The Parties make it undisputed that in such a case the amount in question (CZK 5,000,000.-) shall be deemed to be a contractual penalty paid by the Transferor to the Acquirer. If the Acquirer fails to submit to the Security Account Administrator the Evidence of Non-Erasure of the Collateral by 30 September 2024, the Security Account Manager shall release the amount corresponding to the Third Payment of CZK 5,000,000.- to the Transferor's Account within 5 Business Days from 30 September 2024. The obligation of the Transferor to ensure the cancellation of the liens in question shall continue, as shall the obligation of the Acquirer to ensure the appropriate cooperation and collaboration of the Company for this purpose.

3.11. Protokol o notářské úschově upravuje další podmínky pro nakládání se Spravovanou částkou.

3.11. The Protocol on notarial custody regulates other conditions for dealing with the Managed Amount.

3.12. Smluvní strany mají povinnost podepsat potvrzení o doručení odstoupení dle odst. 3.7. Smlouvy (jak předpokládá dokument v příloze 3.7. Smlouvy) do 7

3.12. The Parties shall be obliged to sign an acknowledgement of receipt of the withdrawal pursuant to paragraph 3.7 of the Agreement (as contemplated by the

pracovních dní od jeho doručení a zaslat toto potvrzení odstupující Smluvní straně. Odmítne-li některá ze Smluvních stran podepsat převzetí odstoupení od této Smlouvy dle odst. 3.7., a to i po zaslání opakované výzvy k potvrzení převzetí odstoupení, ačkoli došlo k splnění podmínek pro takové odstoupení, má druhá Smluvní strana právo požadovat po Smluvní straně, která odmítla podepsat potvrzení o převzetí, smluvní pokutu ve výši 5.000.000,- Kč. Stejný se uplatní i v případě odstoupení od Smlouvy dle odst. 3.9. Smlouvy jen s tím rozdílem, že zde má možnost odstoupit pouze Nabyvatel.

3.13. Pokud odstoupí Nabyvatel od Smlouvy z důvodů dle odstavce 3.6., 3.7. a 3.9. Smlouvy, které nezaviní, nebo z důvodu porušení Smlouvy ze strany Převodce, které zakládá možnost odstoupení, Převodce vrátí Nabyvateli uhrazenou Zálohu a částku odpovídající Druhé a Třetí platbě, a Společnost vrátí Dlužnou částku, nemají-li být dle této Smlouvy uvolněny Správcem jistotního účtu ve prospěch účtu Nabyvatele, do 15 pracovních dní od doručení odstoupení od Smlouvy ze strany Nabyvatele Převodci.

3.14. V případě odstoupení od této Smlouvy vzniká Nabyvateli právo na vrácení částek uhrazených ve prospěch

document in Annex 3.7 of the Agreement) within 7 Business Days of receipt and send such acknowledgement to the withdrawing Party. If either Party refuses to sign the acceptance of the withdrawal from this Agreement pursuant to paragraph 3.7., even after sending a repeated request to confirm receipt of the withdrawal, although the conditions for such withdrawal have been met, the other Party shall be entitled to demand a contractual penalty of CZK 5,000,000 from the Party that refused to sign the acceptance confirmation. The same shall apply in the case of withdrawal from the Agreement pursuant to paragraph 3.9 of the Agreement, with the only difference that here only the Acquirer has the option to withdraw.

3.13. If the Acquirer withdraws from the Agreement for reasons pursuant to clauses 3.6, 3.7 and 3.9. 7.5 and 7.6 of the Agreement which are not caused by the Acquirer, or due to a breach of the Agreement by the Transferor which gives rise to the possibility of withdrawal, the Transferor shall return to the Acquirer the Deposit paid and the amount corresponding to the Second and Third Payments, and the Company shall return the Amount Due if such amounts are not to be released by the Security Account Administrator to the Acquirer's Account pursuant to this Agreement, within 15 Business Days of the delivery of the Acquirer's withdrawal from the Agreement to the Transferor.

3.14. In the event of withdrawal from this Agreement, the Acquirer shall be entitled to a refund of amounts paid to the

Společnosti nebo Převodce na základě této Smlouvy, pokud není v této Smlouvě uvedeno jinak.

3.15. Smluvní strany jsou povinny zajistit potřebnou součinnost Společnosti při podání návrhů na katastr nemovitostí a obchodní rejstřík dle odst. 3.5.ii) písm. e. a f. Smlouvy. Nezajistí-li Smluvní strana tuto součinnost, odpovídá za škodu tímto způsobenou druhé Smluvní straně a druhá Smluvní strana bude mít právo požadovat smluvní pokutu ve výši 5.000.000,- Kč.

4. ODKLÁDACÍ PODMÍNKY

4.1. Závazek převést Podíl podle této Smlouvy podléhá následujícím odkládacím podmínkám:

- a) Převodce a Nabyvatel uzavřou se Správcem jistotního účtu Protokol o notářské úschově, přičemž Převodce je povinen zajistit, že Správce jistotního účtu poskytne k uzavření veškerou potřebnou součinnost, zejm. na výzvu Nabyvatele podepíše Protokol o notářské úschově;
- b) Nabyvatel uhradí ve prospěch Jistotního účtu Spravovanou částku, ne však dříve, než bude splněna Odkládací podmínka pod písm. a) tohoto odst. 4.1.
- c) Převodce doloží Pay-off Letter s vyčíslením Dlužné částky ke Dni Vypořádání obsahující závazek ze strany Banky potvrdit zánik všech

Company or the Transferor under this Agreement, unless otherwise specified in this Agreement.

3.15. The Parties are obliged to provide the necessary assistance to the Company in submitting applications to the Land Registry and the Commercial Register pursuant to Paragraph 3.5.ii) e. and f. of this Agreement. If one Party fails to provide such cooperation, it shall be liable for the damage caused to the other Party and the other Party shall be entitled to claim a contractual penalty of CZK 5,000,000.

4. SUSPENSIVE CONDITIONS

4.1. The obligation to transfer a Share under this Agreement is subject to the following suspensive conditions:

- a) the Transferor and the Acquirer shall enter into a Protocol on notarial custody with the Security Account Administrator, whereby the Transferor is obliged to ensure that the Security Account Administrator provides all the necessary cooperation for the closing, in particular to sign the Protocol on notarial custody at the Acquirer's request;
- b) The Acquirer shall pay the Managed Amount to the Security Account, but not before the Conditions precedent under letter a) of this par. 4.1 have been fulfilled.
- c) The Transferor shall provide a Pay-off Letter quantifying the Amount Due as of the Settlement Date containing an undertaking by the

zajištění vztahujících se k Podílu a Nemovitostem a Společnosti, zejména zástavních práv, v její prospěch po splacení Dlužné částky a souhlas Banky s převodem Podílu

(dále také jako "Odkládací podmínky").

Bank to confirm the extinguishment of the all security relating to the Share and the Real Estate and the Company, in particular Liens, in its favour upon payment of the Amount Due and the Bank's consent to the transfer of the Share

(hereinafter also referred to as "Suspensive Conditions").

4.2. Smluvní strany vynaloží veškeré úsilí a Převodce zajistí, aby Společnost a Správce jistotního účtu vynaložili veškeré úsilí, k tomu, aby Odkládací podmínky byly splněny co nejdříve po podpisu této Smlouvy. Smluvní strany se budou vzájemně pravidelně informovat o stavu splnění Odkládacích podmínek a písemně si vzájemně oznámí splnění příslušné Odkládací podmínky nejpozději v pracovní den po dni, kdy byla Odkládací podmínka splněna. Každá Smluvní strana je povinna poskytnout druhé Smluvní straně případně nutnou součinnost k naplnění Odkládacích podmínek, pokud bude nutná nebo vyžadovaná třetí stranou.

4.2. The Parties shall make every effort and the Transferor shall ensure that the Company and Security Account Administrator make every effort to ensure that the Suspensive Conditions are fulfilled as soon as possible after the signing of this Agreement. The Parties shall inform each other regularly of the status of the fulfillment of the Suspensive Condition and shall notify each other in writing of the fulfillment of the relevant Suspensive Conditions no later than on the day following the day on which the Suspensive Condition was fulfilled. Each Party is obliged to provide the other Party with any necessary cooperation to fulfill the Suspensive Conditions, if necessary or required by a third party.

4.3. V případě, že Odkládací podmínky nebudou splněny nejpozději do 29. února 2024 včetně (dále také jako „Mezní datum“), tak může odstoupit od této Smlouvy ta Smluvní strana, která splnění Odkládací podmínky nezavinila a/nebo na jejíž straně nevznikla okolnost/překážka bránící Smluvní straně ve splnění Odkládací podmínky.

4.3. In the event that the Suspensive Conditions are not met by 29. February 2024 inclusive (hereinafter also referred to as the "Deadline Date"), the Party that did not cause the fulfillment of the Suspensive Conditions and / or on whose side no circumstance / obstacle arose preventing the Party from fulfilling the Suspensive Conditions may withdraw from this Agreement.

5. VYPOŘÁDÁNÍ

5.1 Nedohodnou-li se Smluvní strany jinak, nejpozději k Meznímu datu (i) Nabyvatel složí ve prospěch Jistotního účtu Spravovanou částku.

5.2 Vypořádání se uskuteční za předpokladu splnění všech Odkládacích podmínek dne **29. února 2024 („Den vypořádání“)**. Nedohodnou-li se Smluvní strany jinak, Vypořádání se uskuteční v kancelářích sídla Advokátní kanceláře Hartmann, Jelínek, Fráňa a partneři, s.r.o. IČO: 247 84 681, se sídlem Praha 8, Sokolovská 5/49, PSČ 186 00, a to v čase od 10:00 CET Dne vypořádání. Převodce se zavazuje zajistit přítomnost notáře, nedohodnou-li se Smluvní strany, že jeho přítomnost zajistí Nabyvatel.

5.3 Kroky uvedené v tomto odstavci Smlouvy (dále také jako „**Vypořádání**“) nastanou v Den vypořádání a budou realizovány v jeden den (Den vypořádání) a v pořadí, v jakém jsou uvedeny níže s tím, že provedení chronologicky předcházejícího kroku je podmínkou přistoupení k realizaci bezprostředně následujícího kroku, a vypořádání neskončí do doby, než budou všechny takové kroky provedeny, ledaže se Smluvní strany dohodnou jinak.

- a) V souladu s Protokolem o notářské úschově Správce jistotního účtu potvrdí Převodci, že Spravovaná částka byla připsána na Jistotní účet.

5. SETTLEMENT

5.1. Unless the Parties agree otherwise, no later than the Deadline Date (i) the Acquirer shall deposit the Managed Amount in favor of the Security Account.

5.2. Settlement will take place provided that all the Suspensive Conditions are met on **29 February 2024 (“Settlement Date”)**. Unless the Parties agree otherwise, the Settlement will take place at the offices of Advokátní kancelář Hartmann, Jelínek, Fráňa a partneři, s.r.o., Id. No: 247 84 681, with its registered office Praha 8, Sokolovská 5/49, PSČ 186 00, from 10:00 CET on the Settlement Day. The Transferor undertakes to ensure the presence of a notary, unless the Parties agree that her presence will be ensured by the Acquirer.

5.3. The steps set forth in this par. 5.3 of this Agreement (hereinafter also referred to as the “**Settlement**”) will occur on the Settlement Day and will be executed on one day (the Settlement Day) and in the order in which they are set out below, provided that the chronologically preceding step is to carry out the immediately following step, and settlement shall not be completed until all such steps have been taken, unless the Parties agree otherwise.

- a) In accordance with the Protocol on notarial custody, the Security Account Administrator will confirm to the Transferor that the Managed Amount has been credited to the Security Account.

- b) Převodce předloží Nabyvateli následující dokumenty:
- i. výpis z katastru nemovitostí datovaný ke dni bezprostředně předcházejícímu Dni vypořádání nebo ke Dni vypořádání uvádějící Společnost jako výlučného vlastníka Nemovitostí a ze kterého bude plynout, že na Nemovitostech vázne pouze Povolené zatížení;
 - ii. výpis z obchodního rejstříku Společnosti datovaný ke dni bezprostředně předcházejícímu Den vypořádání uvádějící Převodce jako výlučného vlastníka Podílu a potvrzující, že na Podílu vázne pouze Povolené zatížení;
 - iii. Potvrzení vystavené Bankou – Pay-off Letter s vyčíslením Dlužné částky ke Dni Vypořádání obsahující souhlas Banky s převodem Podílu.
- c) Převodce vydá rozhodnutí jediného společníka Společnosti o vrácení části příplatku k vlastnímu kapitálu Společnosti ve výši 3.700.000,- Kč, která bude vyplacena po úhradě Dlužné částky Bance. Nabyvatel se zavazuje vrácení příplatku v uvedené výši umožnit. Pokud by Nabyvatel zabránil vrácení tohoto příplatku, má Převodce právo od této Smlouvy (a od Realizační smlouvy) odstoupit.
- b) The Transferor shall submit the following documents to the Acquirer:
- i. an extract from the cadastral register of immovable property dated on the date immediately preceding the Settlement Date showing the Company as the exclusive owner of the Real Estate and from which it shall appear that only the Permitted Encumbrance is binding on the Real Estate.
 - ii. an extract from the Company's commercial register dated the day immediately preceding the Settlement Date listing the Transferor as the sole owner of the Share and confirming that only the Permitted Encumbrance applies to the Share
 - iii. Confirmation issued by the Bank - Pay-off Letter quantifying the Amount Due as at the Settlement Date containing the Bank's consent to the transfer of the Share.
- c) The Transferor shall issue a resolution of the sole shareholder of the Company to refund a portion of the Company's equity premium in the amount of CZK 3,700,000.00, which shall be paid upon payment of the Amount Due to the Bank. The Acquirer undertakes to allow the return of the surcharge in the said amount. Should the Acquirer prevent the return of this surcharge, the Transferor shall have the right to withdraw from this Agreement

- (and from the Share Transfer Agreement).
- d) Převodce doloží dohodu o ukončení smlouvy o poskytování služeb v oblasti asset management (správy majetku) uzavřené dne 7. 12. 2018 mezi Společností a společností Real Estate Facility Management s.r.o., IČO: 043 40 507, se sídlem Vinařská 460/3, Pisárky, 603 00 Brno, ukončení bude ke Dni vypořádání.
- e) Převodce doloží dohodu o ukončení smlouvy o poskytování služeb správy nemovitostí a vybraných administrativních služeb uzavřené dne 17. 12. 2021 mezi Společností a společností KLP Management s.r.o., IČO: 241 78 357, se sídlem Pekařská 695/10, Jinonice, 155 00 Praha 5, ukončení nastane ke Dni vypořádání.
- f) Převodce doloží potvrzení Banky, že odkládací podmínka pro souhlas Banky s převodem Podílu byla splněna.
- g) Smluvní strany podepíší Realizační smlouvu, přičemž podpisy Smluvních stran na Realizační smlouvě budou v každém jednotlivém případě alespoň ve 4 vyhotoveních úředně ověřeny.
- d) The Transferor shall provide an agreement on the termination of the contract for the provision of asset management services concluded on 7 December 2018 between the Company and Real Estate Facility Management s.r.o., ID No.: 043 40 507, with its registered office at Vinařská 460/3, Pisárky, 603 00 Brno, the termination shall take place on the Settlement Date.
- e) the Transferor shall provide an agreement on termination of the contract for the provision of property management services and selected administrative services concluded on 17 December 2021 between the Company and KLP Management s.r.o., Id. No.: 241 78 357, with registered office at Pekařská 695/10, Jinonice, 155 00 Praha 5, termination shall be on the Settlement Date.
- f) The Transferor shall provide the Bank's confirmation that the condition precedent for the Bank's consent to the transfer of the Share has been fulfilled.
- g) The Parties shall sign the Share Transfer Agreement, while the signatures of the Parties on the Share Transfer Agreement will be officially verified in each individual case in at least 4 copies.

- h) Převodce zajistí, že Společnost vyznačí na všech vyhotoveních Realizační smlouvy doložku doručení Realizační smlouvy Společnosti.
- i) Nabyvatel přijme a doručí Převodci rozhodnutí Nabyvatele, jakožto jediného společníka v působnosti valné hromady Společnosti, o (i) odvolání jednatelů Společnosti, kteří budou ve funkci ke Dni vypořádání, o (ii) zvolení nových jednatelů Společnosti určených Nabyvatelem, přičemž stávající členové orgánů budou odvoláni a noví budou jmenováni s účinností ke Dni vypořádání, o (iii) dalších záležitostech dle volby Nabyvatele. Nabyvatel může ponechat sídlo Společnosti na adrese Vinařská 460/3, Pisárky, 603 00 Brno nejdéle do 30. června 2024.
- j) Převodce zajistí, že přítomný notář (i) provede přímý zápis změny členů orgánů Společnosti v souladu s výše uvedenými body tohoto odstavce, Nabyvatele jako jediného společníka Společnosti, změnu sídla Společnosti, založí do sbírky listin vyhotovení zakladatelské listiny a (ii) vydá Nabyvateli a Převodci aktuální výpis z obchodního rejstříku Společnosti dle stavu po zápisu této změny. Pokud Převodce nezajistí krok dle předchozí věty uvedené v tomto bodu Smlouvy, je oprávněn tento krok na náklady Převodce zajistit Nabyvatel.
- h) The Transferor shall cause the Company to endorse on all copies of the Share Transfer Agreement the endorsement of delivery of the Exercise Agreement to the Company.
- i) The Acquirer accepts and delivers to the Transferor the decision of the Acquirer, as the sole shareholder within the scope of the General Meeting of the Company, on (i) dismissal of the Company's executives who will serve on the Settlement Date, (ii) will be revoked and new ones will be appointed with effect from the Settlement Day, on (iii) other matters at the option of the Acquirer. The Acquirer may keep the registered office of the Company at Vinařská 460/3, Pisárky, 603 00 Brno until 30 June 2024.
- j) The Transferor shall ensure that the notary present (i) makes a direct record of the change of members of the Company's bodies in accordance with the above points of this paragraph, the Acquirer, as the sole shareholder of the Company, changes the registered office of the Company, includes in the collection of documents a copy of the Deed of Foundation of the Company and (ii) issues the Acquirer and the Transferor an up-to-date extract from the Company's Commercial Register. If the Transferor does not provide a step according to the

- previous sentence specified in this clause the Acquirer is entitled to ensure this step at the expense of the Transferor.
- k) Nabyvatel je povinen zajistit, že Společnost zastoupená novým jednatelem udělí plnou moc pro podání návrhu na zápis změn do obchodního rejstříku zapsaných údajů Společnosti pro pana JUDr. Fráňu, ev. č. ČAK 04138 ohledně návrhu na výmaz zástavních práv k Podílu ve prospěch Banky zapsaných do obchodního rejstříku dne 11. prosince 2019 a 22. dubna 2022,
- l) Smluvní strany zajistí podpis dohody o vzdání se nároků mezi Společností (v zastoupení novými jednatelem) a bývalými jednatelem znění odsouhlaseném Smluvními stranami dle přílohy 5.3.b) i) Smlouvy.
- m) Smluvní strany podepíší potvrzení o dokončení všech kroků Vypořádání.
- 5.4 Budou-li splněny všechny kroky Vypořádání podle odstavce 5.3. této Smlouvy bude Vypořádání považované za proběhlé. Nabyvatel kupuje Podíl od Převodce ve finančním, účetním a daňovém stavu ke Dni vypořádání.
- 5.5 V případě, že kterákoli ze Smluvních stran nedoručí druhé Smluvní straně
- k) The Acquirer shall ensure that the Company, represented by a new executive officer, grants a power of attorney to Mr. JUDr. Fráňa, registration no. CBA 04138, to file a petition for registration of changes to the Company's registered data in the Commercial Register regarding the petition for cancellation of the liens on the Share in favour of the Bank registered in the Commercial Register on 11 December 2019 and 22 April 2022.
- l) The Parties shall procure the signing of a waiver agreement between the Company (as represented by the new executives) and the former executives in a form agreed by the Parties according to Annex 5.3.b) i) of the Agreement
- m) The Parties shall sign a confirmation of the completion of all steps of the Settlement.
- 5.4. If all the steps of the Settlement according to paragraph 5.3. are fulfilled of this Agreement, the Settlement shall be deemed to have taken place. The Acquirer purchases the Share from the Transferor in financial, accounting and tax condition as of the Settlement Date.
- 5.5. In the event that either Party fails to deliver to the other Party the documents

dokumenty, jež má doručit nebo uzavřít podle odstavce 5.1. a/nebo 5.3. nebo v případě, že jakýkoli krok předcházející Vypořádání podle odstavce 5.1. nebo jakýkoli krok pro Vypořádání podle odstavce 5.3. nenastal nebo není dokončen, může Smluvní strana, jež neporušila tuto Smlouvu nebo není jinak odpovědná za příslušný krok pro Vypořádání, od této Smlouvy odstoupit. Právo na odstoupení může být vykonáno v případě, že porušení nebo skutečnost zakládající takové právo na odstoupení není napravena do 5 pracovních dnů od oznámení o úmyslu vykonat právo na odstoupení podle tohoto odstavce odpovědné Smluvní straně.

5.6 Převodce do 20 dní ode Dne vypořádání předá Nabyvateli veškerou dokumentaci týkající se Společnosti, zejm. originály všech nájemních smluv, obchodní listiny a technickou dokumentaci a povolení týkající se staveb a další dokumentaci s výjimkou účetní dokumentace, kterou Převodce předá Nabyvateli spolu s Návrhem konečné rozvahy dle čl. 6.3 této Smlouvy. Smluvní strany se dohodly, že Převodce zajistí vedení účetnictví Společnosti a podání všech daňových přiznání a kontrolních hlášení za období do konce měsíce února 2024 a zajistí podání daňového přiznání za rok 2023. Nabyvatel je povinen dodat Převodci k výše uvedenému všechny potřebné doklady, které budou doručeny Společnosti po převodu dle této Smlouvy.

to be delivered or concluded under paragraph 5.1 and / or 5.3, or in the event that any step prior to the Settlement under paragraph 5.1 or any step for Settlement under paragraph 5.3 has not occurred or is not completed, the Party which has not breached this Agreement or is not otherwise responsible for the relevant step for the Settlement may withdraw from this Agreement. The right of withdrawal may be exercised if the breach or the fact establishing such a right of withdrawal is not remedied within 5 business days from the notification of the intention to exercise the right of withdrawal under this paragraph to the responsible Party.

5.6. The Transferor shall, within 20 days of the Settlement Date, deliver to the Acquirer all documentation relating to the Company, including the originals of all lease agreements, commercial deeds and technical documentation and permits relating to the buildings and other documentation, except for accounting documentation, which the Transferor shall deliver to the Acquirer together with the draft Final Balance Sheet pursuant to Article 6.3 of this Agreement. The Parties agree that the Transferor shall cause the Company's books and records to be kept and all tax returns and audit reports to be filed for the period ending February 2024 and shall cause the Company's 2023 tax return to be filed. The Acquirer shall deliver to the Transferor all necessary documents to be delivered to the Company after the transfer pursuant to this Agreement in connection with the foregoing

5.7 Převodce se zavazuje zajistit, že ke Dni vypořádání, resp. po proběhnutí Vypořádání, bude Nabyvateli předána datová schránka Společnosti. Dále se Převodce zavazuje za účelem změny osob disponujících s Bankovními účty poskytnout Nabyvateli veškerou potřebnou součinnost, přičemž Převodce Nabyvateli zaručuje, že od okamžiku Vypořádání až do okamžiku změny osob disponujících s těmito Bankovními účty nebude současnými disponenty zadán příkaz k úhradě na vrub těchto Bankovních účtů.

6. KONEČNÁ KUPNÍ CENA

6.1 Konečnou kupní cenou se rozumí konečná kupní cena za Podíl dle této Smlouvy, jež bude vypočtena v souladu s tímto článkem a se zohledněním principů uvedených v příloze 6.2.c) této Smlouvy (dále také jako „**Konečná kupní cena**“ nebo také jako „**Kupní cena**“). Smluvní strany se dohodly, že od Konečné kupní ceny se neodečítá Dlužná částka, která bude uhrazena z Předběžné kupní ceny v Den Vypořádání.

6.2 Při výpočtu Konečné kupní ceny se rozumí:

- a) částka ve výši 42.000.000,- Kč (slovy: čtyřicet dva milionů korun českých) představuje dohodnutou hodnotu transakce (dále také jako „**Hodnota transakce**“), která vstupuje do výpočtu Konečné kupní ceny;
- b) principy, postupy a požadavky všech relevantních zákonů,

5.7. The Transferor undertakes to ensure that the Company's data box is handed over to the Transferee on the Settlement Date or after the Settlement has taken place. Further, the Transferor undertakes to provide the Acquirer with all necessary assistance for the purpose of changing the persons disposing of the Bank Accounts, and the Transferor warrants to the Acquirer that from the Settlement Time until the persons disposing of such Bank Accounts are changed, no debit order shall be given by the current disposers in respect of such Bank Accounts.

6. FINAL PURCHASE PRICE

6.1. The Final Purchase Price means the final purchase price for the Share under this Agreement, which will be calculated in accordance with this Article and taking into account the principles set out in Annex 6.2.c) (hereinafter also referred to as the "**Final Purchase Price**" or the "**Purchase Price**"). The Parties agree that the Amount Due shall not be deducted from the Final Purchase Price.

6.2. When calculating the Final Purchase Price, it means:

- a) the amount of CZK 42,000,000 (in words: forty-two million Czech crowns) represents the agreed value of the transaction (hereinafter also referred to as the "**Transaction Value**"), which is included in the calculation of the Final Purchase Price;
- b) principles, procedures and requirements of all relevant laws,

účetních principů a praxe obecně akceptovaných v České republice, a to zejména ty uvedené v (i) zákoně č. 563/1991 Sb., o účetnictví, ve znění pozdějších předpisů; (ii) vyhlášce č. 500/2002 Sb., kterou se provádějí některá ustanovení zákona o účetnictví, ve znění pozdějších předpisů; a (iii) české účetní standardy pro podnikatele (české účetní standardy pro účetní jednotky, které účtují podle vyhlášky č. 500/2002 Sb., v platném znění) publikované ve Finančním zpravodaji, které se vztahují na Společnost; (iv) v rozsahu právně závazném pro Společnost veškeré vyhlášky Ministerstva financí vydané na základě zákona č. 563/1991 Sb. o účetnictví, ve znění pozdějších předpisů, týkající se účetních záležitostí; (v) jakékoli další české zákony vztahující se k účetním záležitostem; a (vi) vydané a schválené interpretace Národní účetní rady (dále také jako „**Akceptované účetní standardy**“);

- c) předpokládaná pro forma rozvaha a výkaz zisku a ztrát Společnosti ke dni 29. února 2024 („**Referenční datum**“), připravené podle Akceptovaných účetních standardů, které jsou platné a dále podle specifických účetních postupů, tvoří přílohu 6.2. c) této Smlouvy (dále také jako „**Návrh konečné rozvahy**“), přičemž Návrh konečné rozvahy a výpočet Předběžné kupní ceny tvoří součást přílohy 6.2.c) této Smlouvy;

accounting principles and practices generally accepted in the Czech Republic, in particular those set out in (i) Act No. 563/1991 Coll., on Accounting, as amended; (ii) Decree No. 500/2002 Coll., which implements certain provisions of the Accounting Act, as amended; and (iii) Czech Accounting Standards for Entrepreneurs (Czech Accounting Standards for Entities, which account in accordance with Decree No. 500/2002 Coll., as amended) published in the Financial Bulletin, which apply to the Company; (iv) to the extent legally binding on the Company, all decrees of the Ministry of Finance issued on the basis of Act No. 563/1991 Coll. on accounting, as amended, relating to accounting matters; (v) any other Czech laws relating to accounting matters; and (vi) issued and approved interpretations by the National Accounting Council (hereinafter also referred to as “**Accepted Accounting Standards**”);

- c) the assumed pro forma balance sheet and profit and loss statement of the Company as at 29 February 2024 (the „**Reference Date**“), prepared in accordance with Accepted Accounting Standards, which are valid and in accordance with specific accounting procedures, form Annex 6.2.c) to this Agreement (hereinafter also referred to as the “**Final Balance Sheet Draft**”), with the Final Balance Sheet Draft and the calculation of the Preliminary

d) rozvaha a výkaz zisku a ztrát Společnosti připravené ke Dni vypořádání v souladu s Akceptovanými účetními standardy, jež budou vyhotovené po Vypořádání podle stejných principů jako Návrh konečné rozvahy, které jsou platné a přezkoumávané, jak je dohodnuto v odstavci 6.1. této Smlouvy (dále také jako „Konečná rozvaha“);

e) Účetním expertem bude auditorská společnost, na které se Převodce a Nabyvatel společně dohodnou, a pokud se nedohodnou, tak auditorská společnost PricewaterhouseCoopers v Praze; nebo v případě, že výše uvedená společnost není ochotna nebo schopna jednat, poté pražskou kancelář Ernst & Young a v případě, že výše uvedená společnost také není ochotna nebo schopna jednat, poté pražskou kancelář jakékoli obdobně kvalifikované, mezinárodně známé auditorské společnosti se sídlem v Praze dle dohody Smluvních stran; avšak v případě, že Smluvní strany nedosáhnou dohody o vhodné alternativě do 10 pracovních dnů od prohlášení ze strany PricewaterhouseCoopers nebo Ernst & Young (dle toho co je relevantní), že nemohou nebo nechtějí jednat, může kterákoli ze Smluvních stran podat návrh k soudu na vyřešení sporu, jenž měl

Purchase Price forming part of Schedule 6.2.c) to this Agreement;

d) the Company's balance sheet and profit and loss account prepared as of the Settlement Date in accordance with the Accepted Accounting Standards, which will be prepared after the Settlement according to the same principles as the draft Final Balance Sheet, which are valid and reviewed as agreed in paragraph 6.1 of this Agreement (hereinafter also referred to as the "Final Balance Sheet");

e) The accounting expert will be the an audit firm agreed between the Transferor and the Acquirer and, if they do not agree, the audit firm PricewaterhouseCoopers in Prague; or, if the above company is unwilling or unable to act, the Ernst & Young Prague office and, if the above company is also unwilling or unable to act, the Prague office of any similarly qualified, internationally known audit firm based in Prague as agreed by the Parties; however, if the Parties do not reach an agreement on a suitable alternative within 10 working days of a declaration by PricewaterhouseCoopers or Ernst & Young (as applicable) that they are unable or unwilling to act, either Party may apply to the court to settle the dispute, to be resolved by the Accounting Expert. An Accounting Expert may not be an entity that audits the Company, the Transferor or the Acquirer

být vyřešen Účetním expertem. Účetním expertem nesmí být takový subjekt, který audituje Společnost, Převodce nebo Nabyvatele. (dále také jako „Účetní expert“).

(hereinafter also referred to as the "Accounting Expert").

- 6.3 Převodce zajistí, a Nabyvatel mu při tom poskytne veškerou potřebnou součinnost, že do 60 kalendářních dnů po Dni vypořádání (i) budou uzavřeny účty Společnosti; (ii) bude připravena Konečná rozvaha dle členění a v souladu s principy Návrhu konečné rozvahy; (iii) bude vypracován návrh Konečné kupní ceny; a (iv) tyto dokumenty budou doručeny Nabyvateli k revizi.
- 6.3. The Transferor shall ensure, and the Acquirer provides all necessary cooperation, that the Company's accounts are closed within 60 calendar days after the Settlement Date; (ii) a Final Balance Sheet will be prepared according to the breakdown and in accordance with the principles of the draft Final Balance Sheet; (iii) a draft Final Purchase Price will be prepared; and (iv) these documents will be delivered to the Acquirer for review.
- 6.4 Určí-li Nabyvatel do data, které nastane 30 kalendářních dnů od doručení veškerých dokumentů k revizi Nabyvateli, které jsou popsány v odstavci 6.3. této Smlouvy, že Konečná kupní cena byla Převodcem nepřesně vypočtena dle principů uvedených v příloze 6.2.c) této Smlouvy, oznámí písemně Nabyvatel během tohoto období Převodci případné úpravy Konečné kupní ceny, které podle jeho názoru mají být provedeny, a poskytne příslušnou dokumentaci nebo argumentaci na podporu tohoto zjištění.
- 6.4. If the Acquirer determines by the date that occurs 30 calendar days from the delivery of the documents for revision to the Acquirer, which are described in paragraph 6.3. of this Agreement that the Final Purchase Price was inaccurately calculated by the Transferor in accordance with the principles set out in Annex 6.2.c. of this Agreement, the Acquirer shall notify the Transferor in writing during this period of any adjustments to the Final Purchase Price which it considers to be made and shall provide relevant documentation or arguments in support of this finding.
- 6.5 Dosáhnou-li Smluvní strany dohody do 30 kalendářních dnů od doručení oznámení Nabyvatele dle odstavce 6.4. této Smlouvy o Konečné kupní ceně, stvrdí svou dohodu písemně a dohodnutá výše Konečné kupní ceny bude
- 6.5. If the Parties reach an agreement within 30 calendar days from the delivery of the Acquirer's notification pursuant to paragraph 6.4. of this Agreement about the Final Purchase Price, confirm its agreement in writing and the agreed

považovaná za Konečnou kupní cenu. Nedohodnou-li se Smluvní strany do 30 kalendářních dnů od doručení oznámení Nabyvatele dle odstavce 6.4. této Smlouvy, každá Smluvní strana může dát pokyn Účetnímu expertovi, aby písemně potvrdil její stanovisko týkající se údajné nesrovnalosti při výpočtu Konečné kupní ceny. Smluvní strany se v takovém případě zavazují akceptovat Konečnou kupní cenu ve výši určené Účetním expertem, pokud se Smluvní strany nedohodnou na Účetním expertovi, tak každá Smluvní strana jmenuje auditora, který provede kontrolní výpočet, přičemž částka odpovídající aritmetickému průměru výsledků, ke kterým došli oba auditoři jmenovaní Smluvními stranami, se považuje za Konečnou kupní cenu. Při provádění kontrolního výpočtu jsou auditoři povinni respektovat Akceptované účetní standardy, tento článek 6. a principy uvedené v příloze 6.2c). Náklady na Účetního experta nese Smluvní strana, jejíž výpočet Konečné kupní ceny nebyl Účetním expertem potvrzen, případně, jejíž výpočet byl od stanoviska Účetního experta více odlišný.

6.6 Smluvní strana odpovědná za úhradu rozdílu mezi Konečnou kupní cenou a Předběžnou kupní cenou jej uhradí následovně:

- a) rovná-li se Konečná kupní cena Předběžné kupní ceně, pak nepodléhá žádné další platbě;

amount of the Final Purchase Price will be considered the Final Purchase Price. If the Parties do not agree within 30 calendar days from the delivery of the Acquirer's notification pursuant to paragraph 6.4. of this Agreement, either Party may instruct the Accounting Expert to confirm its position in writing regarding the alleged discrepancy in the calculation of the Final Purchase Price. In such a case, the Parties undertake to accept the Final Purchase Price in the amount determined by the Accounting Expert, unless the Parties agree on the Accounting Expert, and each Party shall appoint an auditor to perform the audit calculation, the amount corresponding to the arithmetic mean of the results obtained appointment by the Parties shall be deemed to be the Final Purchase Price. When performing the control calculation, the auditors are obliged to respect the Accepted Accounting Standards, this Article 6 and the principles set out in Annex 6.2c). The costs of the Accounting Expert shall be borne by the Party whose calculation of the Final Purchase Price has not been confirmed by the Accounting Expert, or whose calculation was more different from the opinion of the Accounting Expert.

6.6. The Party responsible for paying the difference between the Final Purchase Price and the Preliminary Purchase Price shall pay it as follows:

- a) if the Final Purchase Price is equal to the Preliminary Purchase Price, then it is not subject to any further payment;

- b) je-li Konečná kupní cena vyšší než Předběžná kupní cena, Nabyvatel zaplatí Převodci na Účet Převodce rozdíl mezi (i) Konečnou kupní cenou a (ii) Předběžnou kupní cenou, do 10 pracovních dnů od dosažení dohody Smluvních stran o výši Konečné kupní ceny nebo určení Konečné kupní ceny Účetním expertem, to vše podle tohoto čl. 6. této Smlouvy; nebo
- c) je-li Konečná kupní cena nižší než Předběžná kupní cena, zaplatí Převodce Nabyvateli na Účet Nabyvatele rozdíl mezi (i) Předběžnou kupní cenou a (ii) Konečnou kupní cenou, do 10 pracovních dnů od dosažení dohody Smluvních stran o výši Konečné kupní ceny nebo určení Konečné kupní ceny Účetním expertem, to vše podle tohoto čl. 6. této Smlouvy.
- b) if the Final Purchase Price is higher than the Preliminary Purchase Price, the Acquirer shall pay to the Transferor to the Transferor's Account the difference between (i) the Final Purchase Price and (ii) the Preliminary Purchase Price, within 10 working days of reaching agreement between the Parties on the Final Purchase Price or the determination of the Final Purchase Price by the Accounting Expert, all in accordance with this Article 6 of this Agreement; or
- c) if the Final Purchase Price is lower than the Preliminary Purchase Price, the Transferor shall pay to the Acquirer on the Acquirer's Account the difference between (i) the Preliminary Purchase Price and (ii) the Final Purchase Price, within 10 working days of reaching agreement between the Parties on the Final Purchase Price or the determination of the Final Purchase Price by the Accounting Expert, all in accordance with this Article 6 of this Agreement.

6.7 Smluvní strany se dohodly, že žádná položka nebude dvakrát nebo vícekrát započtena do Předběžné kupní ceny nebo Konečné kupní ceny.

6.7. The Parties agree that no item will be included twice or more in the Preliminary Purchase Price or Final Purchase Price.

7. MEZITÍMNÍ ZÁVAZKY

7. INTERIM OBLIGATIONS

- 7.1 Od data podpisu této Smlouvy do Dne vypořádání Převodce:
- a) úplatně ani bezúplatně nepřevede Podíl do vlastnictví třetí osobě, a ani neuzavře jakékoli ujednání (zejména smlouvu), ze které by vyplývala povinnost tak učinit (pro
- 7.1. From the date of signing this Agreement until the Settlement Date of the Transferor.
- a) not transfer the Share to third parties for consideration or free of charge, nor enter into any arrangement (in particular an agreement) that shall oblige him to do so (for the purposes

účely tohoto ustanovení se „Podílem“ rozumí též jakýkoli další podíl na Společnosti vzniklý zvýšením či snížením základního kapitálu Společnosti či podíl a/nebo podíly vzniklé rozdělením Podílu);

b) zajistí, že obchodní činnost Společnosti bude udržována v běžném provozu a v souladu s platnými právními předpisy, předchozí praxí, bez jakéhokoli přerušení nebo změny co do jejich povahy, rozsahu nebo způsobu tak, aby byl zachován běžný provoz závodu Společnosti, a zajistí, aby Společnost hradila řádně a včas své závazky vyplývající z právních předpisů a ze smluv;

c) zajistí, že v ostatních případech, než (a) v běžném provozu závodu a v souladu s předchozí praxí a/nebo (b) jak je předpokládáno v této Smlouvě, Společnost: (i) nepřevzme ani nepřijme žádné závazky (včetně podmíněných závazků); (ii) úplatně ani bezúplatně nepřevede Nemovitosti, či jakoukoli jejich část, ani další majetek, či jakoukoli jejich složku, do vlastnictví třetí osobě, a ani neuzavře jakékoliv ujednání (zejména smlouvu), ze které by vyplývala povinnost tak učinit; (iii) nepřenechá Nemovitosti, či jakoukoli jejich část, ani další majetek, či jakoukoli jejich složku, do bezúplatného užívání třetí osobě; (iv) zajistí, že Společnost nezmění jakékoli ze svých vnitřních účetních předpisů, metod nebo postupů nebo

of this provision, “Share” also means any other share in the Company created by an increase or decrease in the share capital of the Company or a share and/or shares created by dividing the Share);

b) ensure that the Company’s business activities are maintained in normal operation and in accordance with the applicable laws, previous practice, without any interruption or change in terms of the nature, scope or manner thereof, so as to preserve the normal operation of the Company’s enterprise, and shall ensure that the Company pays its obligations following from the laws and contracts and agreements properly and in due time;

c) in cases other than (a) in normal operation of the enterprise and in accordance with previous practice; and/or (b) as envisaged herein, cause the Company: The Company: (i) does not assume or accept any liabilities (including contingent liabilities); (ii) does not leave the Real Estate, or any part thereof, or any other property, or any component thereof, to a third party for consideration or free of charge, nor enter into any arrangement (in particular a contract) that would imply an obligation to do so; (iii) does not transfer the Real Estate, or any part thereof, or any other property or any component thereof, to a third party for free use; (iv) ensure that the Company does not change any of its internal accounting

účetní období, ledaže je taková změna vyžadována zákonem nebo závazným výkladem orgánu veřejné moci; (v) zajistí, že Společnost nezaloží žádnou novou dceřinou společnost nebo nenabyde žádná aktiva nebo podíl v jiném subjektu; (vi) zajistí, že Společnost nepřijme, ani nestrpí existenci jakéhokoli plánu částečné nebo celkové likvidace, zrušení, přeměny, změny společníků nebo jinou obdobnou reorganizaci Společnosti a Převodce nepřijme rozhodnutí valné hromady (resp. ani rozhodnutí jediného společníka v působnosti valné hromady Společnosti), v důsledku kterého by byly zahájeny kroky směřující k, nebo v důsledku nichž by došlo nebo mohlo dojít k některé z uvedených skutečností, (vii) neučiní žádná právní jednání vůči nájemcům dle Nájemních smluv bez souhlasu Nabyvatele.

7.2 Závazky dle odstavce 7.1. této Smlouvy se nepoužijí na případy:

- a) povolené v této Smlouvě, nebo které jsou nutné ke splnění povinností uložených touto Smlouvou, včetně jejích příloh;
- b) ke kterým byl udělen předchozí písemný souhlas Nabyvatele, jenž nebude bezdůvodně odepřen; nebo
- c) které jsou nutné ke splnění existujících závazků Společnosti, vyžadovaných zákonem, či podzákonným právním předpisem, který je pro Převodce a Společnost

regulations, methods or procedures or accounting periods, unless such change is required by law or by a binding interpretation of a public authority; (v) ensure that the Company does not establish any new subsidiary or acquire any assets or interests in another entity; (vi) ensure that the Company does not accept or tolerate the existence of any plan for partial or total liquidation, cancellation, transformation, change of shareholders or other similar reorganization of the Company and the Transferor does not accept the General Meeting's decision (or decision of a single shareholder within the Company's general meeting); as a result of which steps would be taken towards, or as a result of which any of the above would occur or could occur, (vii) not take any legal action against the tenants under the Leases without the consent of the Acquirer.

7.2. Prohibitions pursuant to Art. 7.1 shall not apply to:

- a) cases that are permitted hereunder or necessary for the performance of the obligations stipulated by this Agreement, including the annexes hereto;
- b) cases to which the Acquirer's prior written consent has been granted, where such a consent shall not be unreasonably withheld; or
- c) cases that are necessary to fulfill the existing obligations of the Company, required by law or by-law, which is binding for the Transferor and the Company.

závazný.

8. PROHLÁŠENÍ PŘEVODCE

8.1. Převodce prohlašuje a ujišťuje Nabyvatele, že veškerá jeho prohlášení učiněná v příloze 8.1. této Smlouvy, jakož i prohlášení, záruky či ujištění obsažená v této Smlouvě (dále též jako „**Prohlášení Převodce**“), jsou ke dni uzavření této Smlouvy, jakož i ke dni převodu Podílu pravdivá, správná, výstižná a nejsou v žádném ohledu zavádějící.

8.2. Převodce prohlašuje, že nepotřebuje k uzavření této Smlouvy a plnění povinností z ní vyplývajících žádné souhlasy, neplyne-li výslovně z této Smlouvy jinak, povolení, schválení či výjimky, a pro případ, že je potřebuje, že tyto byly řádně vydány či uděleny a jsou v plné platnosti a účinnosti.

8.3. Každé Prohlášení Převodce je samostatné a na ostatních nezávislé.

9. PROHLÁŠENÍ NABYVATELE

9.1. Nabyvatel podle svého nejlepšího vědomí prohlašuje, že ke dni uzavření této Smlouvy:

- a) je oprávněn tuto Smlouvu uzavřít;
- b) nebude uzavřením této Smlouvy porušen jakýkoli závazek Nabyvatele;
- c) není si vědom, že by existovala skutečnost, která by omezovala řádné splnění závazků Nabyvatele uvedených v této Smlouvě a

8. TRANSFEROR'S REPRESENTATION

8.1. The Transferor declares and assures the Acquirer that all its statements made in Annex 8.1. of this Agreement, as well as the statements, warranties or assurances contained in this Agreement (hereinafter also referred to as the "**Transferor's Representations**"), are true, correct, concise and not misleading in any way as of the date of this Agreement and the date of transfer of the Share.

8.2. The Transferor declares that it does not need any consents to enter into this Agreement and to perform the obligations arising from it, unless expressly stated otherwise in this Agreement, and in the event that it needs them, they have been duly issued or granted and are in full force and effect.

8.3. Each Transferor's Representations is separate and independent of the others.

9. ACQUIRER'S REPRESENTATIONS

9.1. The Acquirer declares to the best of its knowledge that as of the date of concluding this Agreement:

- a) is entitled to conclude this Agreement;
- b) the conclusion of this Agreement will not violate any obligation of the Acquirer;
- c) is not aware that there is a fact that would limit the proper fulfillment of the Acquirer's obligations set out in this Agreement and the achievement

dosažení jejího účelu;

d) proti němu není vedeno exekuční nebo insolvenční řízení a Nabyvatel může bez jakéhokoliv omezení nakládat se svým majetkem, uzavřít tuto Smlouvu a nabýt k Podílu vlastnické právo;

e) disponuje dostatkem disponibilních finančních prostředků k zaplacení Kupní ceny za Podíl Převodci podle této Smlouvy.

9.2. Nabyvatel prohlašuje, že při uzavření této Smlouvy nejednal v tísní, rozrušení ani lehkomyšlně a že vzájemná plnění Smluvních stran dle této Smlouvy nejsou v hrubém nepoměru.

9.3. Nabyvatel dále prohlašuje, že se mu od Převodce nedostalo jiných prohlášení o vlastnostech Podílu než těch, jež jsou vymezeny v této Smlouvě a jejích přílohách.

9.4. Nabyvatel prohlašuje, že nepotřebuje k uzavření této Smlouvy a plnění povinností z ní vyplývajících žádné souhlasy, povolení, schválení či výjimky, a pro případ, že je potřebuje, že tyto byly řádně vydány či uděleny a jsou v plné platnosti a účinnosti.

9.5. Dále Nabyvatel prohlašuje, že měl možnost podrobně se seznámit (i) s dokumenty a informacemi, které jsou o Společnosti a jejím stavu (včetně stavu jejího majetku) dostupné ve veřejných rejstřících (veřejně dostupných) a sbírce

of its purpose;

d) there is no execution or insolvency proceedings against him and the Acquirer may, without any restriction, dispose of his property, enter into this Agreement and acquire ownership of the Share;

e) has sufficient available funds to pay the Purchase Price for the Share to the Transferor under this Agreement.

9.2. The Acquirer declares that when concluding this Agreement he did not act in distress, agitation or recklessness and that the mutual performances of the Parties under this Agreement are not in gross disproportion.

9.3. The Acquirer further declares that he has not received from the Transferor any declarations on the properties of the Share other than those defined in this Agreement and its annexes.

9.4. The Acquirer declares that it does not need any consents, permits, approvals or exemptions to conclude this Agreement and fulfill the obligations arising from it, and in the event that it needs them, that these have been duly issued or granted and are in full force and effect.

9.5. Furthermore, the Acquirer declares that he had the opportunity to get acquainted in detail with a) documents and information that are available about the Company and its condition (including the state of its assets) in public registers

listin vedené obchodním rejstříkem (její veřejně dostupné části) a (ii) s dokumenty a informacemi, které jsou uvedeny v odst. 11.1 této Smlouvy a dále prohlašuje, že je mu znám jejich obsah a práva a povinnosti z nich vyplývající (dále také jako „Zpřístupněné dokumenty“).

9.6. Nabyvatel prohlašuje, že se seznámil s technickým a právním stavem Nemovitostí.

10. PŘÍPADY PORUŠENÍ

10.1. Smluvní strany berou na vědomí, že ukáže-li se některé z Prohlášení Převodce učiněné v této Smlouvě či jejich přílohách jako nepravdivé, nesprávné, zavádějící nebo nebude dodrženo, má Podíl vadu (dále též jako „Vada“), kterou je Převodce povinen odstranit na své náklady ve lhůtě 3 měsíců ode dne doručení písemné výzvy Nabyvatele. Převodce se zavazuje odškodnit Nabyvatele zaplacením částky rovnající se výši škody, která byla Nabyvateli Vadou způsobena, není-li výslovně v této Smlouvě stanoveno jinak. Odstraní-li Převodce v dodatečné lhůtě poskytnuté Nabyvatelem dle toho čl. Vadu, právo Nabyvatele na náhradu škody zaniká, vznikne-li Nabyvateli prokazatelná škoda před odstraněním Vady, která nebude odstraněním Vady zhojena, Převodce za tuto škodu odpovídá dle podmínek a omezení této Smlouvy. Celková výše této odpovědnosti je limitována na 30 % Kupní ceny, pokud

(publicly available) and the collection of documents kept by the Commercial Register (its publicly available parts) and b) the documents and information referred to in paragraph 11.1. of this Agreement and further declares that he is aware of their content and the rights and obligations arising from them (hereinafter also referred to as the "Disclosed Documents").

9.6. The Acquirer declares that he has become acquainted with the technical and legal condition of the Real Estate.

10. EVENTS OF DEFAULT

10.1. The Parties acknowledge that if any of the Transferor's Representations made in this Agreement or its annexes proves to be untrue, incorrect, misleading or will not be complied with, the Share is vitiated by a defect (hereinafter also referred to as „Defect“), which the Transferor is obliged to remedy at its own expense within 3 months of the date of delivery of the Acquirer's written request. Should the Transferor fail to remedy the Defect within 3 months of the date of delivery of the Acquirer's written request, the Transferor shall indemnify the Acquirer by paying an amount equal to the amount of the damage caused to the Acquirer by the Defect, unless expressly provided otherwise hereof. If the Transferor removes the Defect within the additional time period provided by the Acquirer pursuant to this Article, the Acquirer's right to

není touto Smlouvou výslovně stanoveno jinak. Ohledně případných vad Podílu týkajících se vlastnictví Podílu nebo vlastnického práva k Nemovitostem je v takových případech celková výše této odpovědnosti Převodce limitována 100 % Kupní ceny.

indemnification shall cease, and if the Acquirer incurs demonstrable damage prior to the removal of the Defect that is not cured by the removal of the Defect, the Transferor shall be liable for such damage pursuant to the terms and limitations of this Agreement. The aggregate liability shall be limited to 30 % of the Purchase Price unless expressly stipulated otherwise herein. In respect of any defects of the Share concerning the ownership of the Share or the ownership title to the Real Estate, the Transferor's aggregate liability shall be limited to 100 % of the Purchase Price.

10.2. Převodce nenese odpovědnost za vady Podílu ani za neplatná či nepravdivé Prohlášení převodce, pokud souhrnná výše škody způsobené Nabyvateli Vadou nepřesáhne 200.000,- Kč (slovy: dvě stě tisíc korun českých), pokud není výslovně v této Smlouvě stanoveno jinak. Pro vyloučení pochybností se uvádí, že při překročení tohoto limitu má Nabyvatel nárok na náhradu škody v plné výši a nikoli jen na její část převyšující výše uvedenou částku.

10.2. The Transferor shall not be liable for effects in the Share or for invalid or false Transferor's Representations if the annual total amount of damage caused by the Defect to the Acquirer does not exceed CZK 200,000 (in words: two hundred thousand Czech crowns), unless expressly stated otherwise in this Agreement. For the avoidance of doubt, it is stated that if this limit is exceeded, the Acquirer is entitled to compensation in full and not only to the part exceeding the above amount.

10.3. Převodce nenese odpovědnost za vadu Podílu, pokud mu Nabyvatel nedoručil oznámení o vadě Podílu ve smyslu odstavce 10.1. této Smlouvy do 3 let ode dne uzavření této Smlouvy.

10.3. The Transferor shall not be liable for any defect of the Share if the Acquirer has not delivered a notice of the defect of the Share to the Transferor in the sense of paragraph 10.1. hereof within 3 years of the date of execution hereof.

10.4. Nabyvatel je povinen v případě vzniku nároku Nabyvatele vůči Převodci z titulu Vady Převodce podle této

10.4. The Acquirer is obliged to inform the Transferor in writing within 90 calendar days from the discovery of the

Smlouvy písemně informovat do 90 kalendářních dnů od zjištění vzniku skutečnosti zakládající nárok Nabyvatele vůči Převodci včetně dostatečným způsobem popsaného vylíčení rozhodných skutečností odůvodňujících nárok Nabyvatele a umožnit Převodci odstranění závadného stavu na náklady Převodce za součinnosti Nabyvatele.

10.5. Jestliže Nabyvatel nebo Společnost získá finanční náhradu od jiné osoby než Převodce ve spojení s jakoukoliv záležitostí nebo událostí, jež zakládá nárok Nabyvatele na odškodnění dle tohoto článku Smlouvy, takto zaplacená finanční náhrada sníží částku odškodnění, ke které je povinen Převodce.

10.6. Budou-li proti Společnosti a/nebo Nabyvateli uplatněny nároky, které by nemohly být uplatněny, pokud by prohlášení, záruky nebo ujištění Převodce v této Smlouvě byly bývaly pravdivé, správné a nezavádějící, je Převodce povinen Společnost a/nebo Nabyvatele takovýchto nároků v plném rozsahu zprostit, a to do 30 kalendářních dnů od doručení písemné výzvy Nabyvatele a/nebo Společnosti, aby zjednal nápravu. Zproštění ve smyslu předchozí věty znamená, že

- a) Převodce musí splnit nároky třetích osob, které vůči Společnosti a/nebo Nabyvateli existují;
- b) Převodce musí nahradit Společnosti a/nebo Nabyvateli plnění, která Společnost a/nebo

occurrence of the fact giving rise to the Acquirer's claim against the Transferor on the grounds of Defects under this Agreement, including a sufficiently described description of the relevant facts justifying the Acquirer's claim and to allow the Transferor to remedy the defective condition at the expense of the Transferor with the assistance of the Acquirer.

10.5. If the Acquirer or the Company obtains financial compensation from any person other than the Transferor in connection with any matter or event giving rise to the Acquirer's claim for indemnification pursuant to this Article hereof, the thus-paid financial compensation shall reduce the amount of indemnification to be paid by the Transferor.

10.6. If claims are made against the Company and / or the Acquirer that could not be asserted if the Transferor's statements, warranties or assurances in this Agreement were true, correct and not misleading, the Transferor shall fully indemnify the Company and / or the Acquirer of such claims within 30 calendar days of receipt of a written request from the Acquirer and / or the Company to seek redress. Exemption within the meaning of the preceding sentence means that

- a) The Transferor must meet the claims of third parties that exist against the Company and / or the Acquirer;
- b) The Transferor must reimburse the Company and / or the Acquirer for the services incurred by the

Nabyvatel vynaloží na splnění nároků třetích osob, které vůči Společnosti a/nebo Nabyvateli existují; a/nebo

- c) Převodce musí nahradit Společnosti a/nebo Nabyvateli veškeré náklady, výdaje a škody, které Společnosti a/nebo Nabyvateli vzniknou na základě uplatnění nebo plnění nároků třetích osob nebo obrany vůči nim.

Ustanovení tohoto odstavce se použije, bude-li Společnosti ze strany příslušného správního orgánu, soudu nebo Banky uložena pokuta či jiná sankce, která má původ v souvislosti s vedením účetnictví Společnosti, finančními toky ve Společnosti, plněním povinností ze Smluv o úvěru a souvisejících právních jednání do Dne vypořádání. Strany se dohodly, že v případech dle tohoto čl. 10.6. se omezení odpovědnosti Převodce dle odst. 10.3. této Smlouvy nepoužijí a za tyto případy odpovídá Převodce do výše 100 % Kupní ceny.

10.7. Povinnost Převodce poskytnout odškodnění dle odstavce 10.1. této Smlouvy představuje závazek sjednaný dle ustanovení § 1746 odstavce 2 Občanského zákoníku. Pro případ, že Převodce neodstraní vadu Podílu ve lhůtě 3 měsíců ode dne doručení písemné výzvy Nabyvatele, je Nabyvatel oprávněn od této Smlouvy a Realizační smlouvy odstoupit dosáhne-li způsobená škoda 60 % Hodnoty

Company and / or the Acquirer to meet the claims of third parties that exist against the Company and / or the Acquirer; or

- c) The Transferor must reimburse the Company and / or the Acquirer for all costs, expenses and damages incurred by the Company and / or the Acquirer as a result of the assertion or performance of third party claims or defence against them.

The provisions of this paragraph shall apply if a fine or other penalty is imposed on the Company by a competent administrative authority, court or the Bank that arises in connection with the Company's accounting, the Company's cash flows, the performance of its obligations under the Loan Agreements and related legal proceedings up to the Settlement Date. The Parties agree that in cases under this Section 10.6, the limitations on Transferor's liability under Paragraph 10.3 of this Agreement shall not apply and the Transferor shall be liable for such cases up to 100% of the Purchase Price.

10.7. The Transferor's obligation to provide compensation pursuant to paragraph 10.1. of this Agreement represents an obligation agreed in accordance with the provisions of § 1746 paragraph 2 of the Civil Code. In the event that the Transferor fails to remedy the defect in the Share within 3 months from the date of receipt of the written notice from the Acquirer, the Acquirer shall be entitled to withdraw from this Agreement and

transakce. Možnost odstoupit od této Smlouvy je dána pouze v případě výslovně stanoveného důvodu v této Smlouvě, čímž Smluvní strany vylučují použití obecných ustanovení Občanského zákoníku o odstoupení od smlouvy.

10.8. V případě, že se některé prohlášení Nabyvatele učiněné v této Smlouvě ukáže být neplatné či nepravdivé a Nabyvatel nezjedná nápravu do 3 měsíců dnů ode dne, kdy byl k nápravě Převodcem písemně vyzván, odškodní Nabyvatel Převodce zaplacením částky rovnající se výši škody, která byla Převodci neplatným či nepravdivým prohlášením Nabyvatele způsobena. Nabyvatel nenese odpovědnost za neplatné či nepravdivé prohlášení, pokud výše škody takovým prohlášením způsobená nepřesáhne 200.000,- Kč (slovy: dvě stě tisíc korun českých). Pro vyloučení pochybností se uvádí, že Převodce má nárok na náhradu škody v plné výši a nikoli jen na její část převyšující výše uvedenou částku. Odpovědnost Nabyvatele dle tohoto článku zaniká uplynutím 3 měsíců ode dne uzavření této Smlouvy.

10.9. V rozsahu přípustném podle závazných právních předpisů bude jakékoliv plnění Převodce a/nebo Nabyvatele podle tohoto článku 10 Smlouvy považováno za úpravu Kupní ceny (tj. Kupní cena bude snížena nebo navýšena o částku odpovídající náhradě škody vypočtené dle této Smlouvy).

the Share Transfer Agreement if the damage caused reaches 60% of the Transaction Value. The possibility to withdraw from this Agreement is given only in the case of an explicitly stated reason in this Agreement, whereby the Parties exclude the application of the general provisions of the Civil Code on withdrawal from the Agreement.

10.8. In the event that any representation made by the Acquirer in this Agreement proves to be invalid or untrue and the Acquirer fails to remedy the remedy within 3 months from the date on which the Transfer was requested by the Transferor, the Acquirer shall indemnify the Transferor by paying an amount equal to the damage caused to the Transferor by the Acquirer's invalid or a false statement. The Acquirer is not liable for invalid or untrue representations if the amount of damage caused by such statements does not exceed CZK 200,000 (in words: two hundred thousand Czech crowns). For the avoidance of doubt, it is stated that the Transferor is entitled to compensation in full and not only to the part exceeding the above amount. The Acquirer's liability under this Article expires after 3 months from the date of conclusion of this Agreement.

10.9. To the extent permissible under applicable law, any performance by the Transferor and/or the Transferee under this Article 10 of the Agreement shall be deemed to be an adjustment to the Purchase Price (i.e. the Purchase Price shall be reduced or increased by an amount corresponding to the damages calculated under this Agreement).

11. ZPŘÍSTUPNĚNÉ DOKUMENTY A DUE DILIGENCE

11.1. Převodce ohledně stavu Společnosti, jejího Podílu a včetně stavu jejího Nemovitého majetku, poskytl Nabyvateli dokumenty v elektronické podobě, když ty tvoří přílohu 11.1 této Smlouvy.

11.2. Převodce prohlašuje, že veškeré Zpřístupněné dokumenty tvořící přílohu 11.1 této Smlouvy souhlasí s originály těchto dokumentů.

11.3. Nabyvatel prohlašuje, že (i) provedl s odbornou péčí kontrolu právního, ekonomického, daňového a technického stavu Společnosti a jejího majetku včetně Nemovitostí, a to v rozsahu Zpřístupněných dokumentů, prokazatelně poskytnutých informací a fyzické prohlídky Nemovitostí (dále jen „**Prověrka**“), (ii) měl možnost se seznámit s výsledky Prověrky, a že (iii) ze strany Převodce mu bylo umožněno provést Prověrku v rozsahu, v jakém by ji prováděl zkušený investor v daném oboru.

11.4. Smluvní strany dále prohlašují, že veškerá zjištění v rámci Prověrky, předně ta, která byla shrnuta Nabyvatelem v dokumentu s názvem „Přehled významných rizik transakce“, který byl zaslán Převodce dne 5. ledna 2024, již byla zohledněna v Předběžné kupní ceně. Nabyvatel se vůči Převodci výslovně vzdává práva na odčinění/náhradu majetkové a nemajetkové

10. DOCUMENTS MADE AVAILABLE AND DUE DILIGENCE

11.1. The Transferor, regarding the condition of the Company, its Share and including the condition of its Real Estate, has provided the Acquirer with documents in electronic form, when these form Annex 11.1 to this Agreement.

11.2. The Transferor declares that all Disclosed Documents attached as Annex 11.1 to this Agreement agree with the originals of these documents.

11.3. The Acquirer declares that (i) it has carried out a due diligence review of the legal, economic, tax and technical condition of the Company and its assets, including the Real Estate, to the extent of the Disclosure Documents, the information evidenced and the physical inspection of the Real Estate (hereinafter also referred to as the "**Due Diligence**"), (ii) has had the opportunity to review the results of the Due Diligence, and (iii) has been afforded the opportunity by the Transferor to conduct the Due Diligence to the extent that an experienced investor in the industry would conduct the Due Diligence.

11.4. The Parties further declare that all findings in the Due Diligence, in particular those summarised by the Acquirer in the document entitled "Review of Significant Transaction Risks" sent to the Transferor on 5 January 2024, have already been reflected in the Preliminary Purchase Price. The Acquirer expressly waives its right against the Transferor to

újmy a ušlého zisku vzniklé v důsledku Vady, kterou měl a mohl Nabyvatel v rámci Prověry objektivně a s vynaložením přiměřené odborné péče zjistit.

11.5. Nabyvatel provedl Právní prověrku k datu 5. ledna 2024. Převodce prohlašuje, že nedošlo k podstatné změně stavu Společnosti a jejího majetku vč. Nemovitostí od data 5. ledna 2024, pokud není v této Smlouvě uvedeno jinak.

12. PŘISTOUPENÍ K ZAKLADATELSKÉ LISTINĚ A SOUHLAS SE ZÁPÍSEM ZMĚN

12.1. Nabyvatel bere na vědomí, že nabytím Podílu přistupuje k zakladatelské listině Společnosti a že spolu s Podílem přejímá také všechna práva a povinnosti Převodce spojené s Podílem, které vyplývají ze zakladatelské listiny Společnosti a ze Zákona o obchodních korporacích.

12.2. Smluvní strany souhlasí se zápisem změn týkajících se jejich osoby do obchodního rejstříku v rámci zápisu údajů (resp. zápisem změn údajů) o Společnosti v souvislosti s touto Smlouvou.

13. ÚPLNÁ DOHODA

13.1. Tato Smlouva, dokumenty v ní uvedené a všechny dohody a smlouvy uzavřené Smluvními stranami k datu podpisu této

indemnification/compensation for pecuniary and non-pecuniary damages and lost profits arising from the Defect which the Acquirer should have and could have objectively and with reasonable professional care discovered during the Due Diligence.

11.5. The Acquirer performed a due diligence as of 5 January 2024. The Transferor declares that there has been no significant change in the condition of the Company and its assets since date 5 January 2024 unless otherwise stated in this Agreement.

11. ACCESSION TO THE FOUNDATION DEED; CONSENT TO REGISTRATION OF CHANGES

12.1. The Acquirer acknowledges that by acquiring the Share, the Acquirer accedes to the Company's Foundation Deed and, together with the Share, the Acquirer also assumes all the rights and obligations of the Transferor related to the Share following from the Company's Foundation Deed and from the Act on Business Corporations.

12.2. The Parties agree with the registration of changes concerning the Parties in the Commercial Register as part of the registration of details (or rather as part of the registration of changes in details) of the Company in relation to this Agreement.

12. FULL AGREEMENT

13.1. This Agreement, the documents referred to therein, and all agreements and contracts entered into by the Parties as

Smlouvy představují úplnou dohodu Smluvních stran ohledně transakce uvedené v této Smlouvě a nahrazují všechny předchozí ústní a písemné dohody Smluvních stran týkající se této transakce.

14. DORUČOVÁNÍ

14.1. Písemnosti na základě této Smlouvy lze doručovat osobně nebo prostřednictvím přepravců poštovních zásilek. Písemnost se považuje za doručenu v případě:

- a) převzetí adresátem;
- b) odmítnutí převzetí doporučeně zasláné zásilky adresátem;
- c) v případě nemožnosti doručení doporučeně zasláné zásilky adresátovi na adresu, uvedenou v záhlaví této Smlouvy nebo na adresu, kterou adresát odesílateli písemně předem sdělí, 10. dnem ode dne kdy byla zásilka připravena k vyzvednutí u přepravce.

15. SALVÁTORSKÁ KLAUZULE

15.1. V případě, že některá ustanovení této Smlouvy jsou nebo se stanou z jakéhokoliv důvodu obsoletní, neúčinná nebo neplatná, a to i v důsledku rozhodnutí příslušných správních orgánů, nebude to mít za následek neplatnost či neúčinnost Smlouvy. Příslušné neplatné ustanovení se Smluvní strany zavazují bez zbytečného odkladu nahradit takovým platným ustanovením, jehož věcný obsah bude shodný nebo co nejvíc podobný nahrazovanému ustanovení, přičemž účel a smysl této Smlouvy zůstane zachován, nebo se použije právní

of the date of this Agreement shall constitute the entire agreement of the Parties with respect to the transaction set forth in this Agreement and supersede all prior oral and written agreements of the Parties relating to such transaction.

13. DELIVERY

14.1. Documents under this Agreement may be delivered in person or through postal carriers. The document is considered delivered in the case of:

- a) takeover by the addressee;
- b) refusal by the consignee to accept a registered item;
- c) in case of impossibility of delivery of the registered consignment to the addressee to the address specified in the title of this Agreement or to the address which the addressee notifies the sender in writing in advance, on the 10th day from the day the consignment was ready for collection at the carrier.

14. SALVATION CLAUSE

15.1. In the event that certain provisions of this Agreement are or become obsolete, ineffective or invalid for any reason, even as a result of a decision of the relevant administrative authorities, this will not result in the invalidity or ineffectiveness of the Agreement. The Parties undertake to replace the relevant invalid provision without undue delay with such a valid provision, the substance of which will be identical or as similar as possible to the replaced provision, while maintaining the purpose and meaning of this Agreement or applying legislation that most closely

předpis, který nejbližší odpovídá účelu a smyslu Smlouvy, popř. se Smluvní strany zavazují bez zbytečného odkladu požádat o vydání nového rozhodnutí správního orgánu, které bude nejbližší odpovídat smyslu a účelu této Smlouvy.

corresponds to the purpose and meaning of the Agreement, or the Parties undertake to request without undue delay the issuance of a new decision of the administrative body, which will most closely correspond to the meaning and purpose of this Agreement.

15.2. Smluvní strany se navzájem zavazují poskytnout si na základě výzvy druhé Smluvní strany i bez takové výzvy veškerou nutnou součinnost k naplnění této Smlouvy.

15.2. The Parties undertake to provide each other, on the basis of a request from the other Party and without such a call, all necessary cooperation for the fulfillment of this Agreement.

15.3. Pokud nedojde na základě rozhodnutí příslušného rejstříkového soudu k zápisu změny v osobě společníka – vlastníka Podílu, podle této Smlouvy a Realizační smlouvy, pak se Smluvní strany zavazují vzájemně si poskytnout veškerou potřebnou součinnost nutnou k provedení takového zápisu, a to včetně uzavření nové smlouvy, která povede k naplnění účelu této Smlouvy a bude jí co nejvíce obsahově a účelově nejbližší.

15.3. If, based on the decision of the relevant register court, the change in the person of the shareholder - the Shareholder, pursuant to this Agreement and the Share Transfer Agreement, is not registered, then the Parties undertake to provide each other with all necessary cooperation necessary for such registration, including concluding a new agreement. will lead to the fulfillment of the purpose of this Agreement and will be as close as possible to it in terms of content and purpose.

16. ZÁVĚREČNÁ USTANOVENÍ

15. FINAL PROVISIONS

16.1. Smluvní strany si ujednávají, že tato Smlouva, včetně veškerých jejích ujednání nabývá platnosti a účinnosti okamžikem podpisu této Smlouvy druhou Smluvní stranou.

16.1. The Parties agree that this Agreement, including all its provisions, shall enter into force and effect upon the signing of this Agreement by the other Party.

16.2. Tato Smlouva se řídí českým právem, zejména Občanským zákoníkem a Zákonem o obchodních korporacích.

16.2. This Agreement shall be governed by the Czech laws, especially by the Civil Code and the Act on Business Corporations.

16.3. Není-li v této Smlouvě výslovně

16.3. No rights or obligations under this

- uvedeno jinak, jsou práva Smluvních stran dle této Smlouvy kumulativní a nevylučují uplatnění práv a nároků vyplývajících ze zákona.
- 16.4. Smluvní strany se zavazují řešit veškeré spory související s touto Smlouvou či jednáním podle této Smlouvy či proti ní nejprve smírnou cestou. Pokud v přiměřené době nedojde ke smírnému urovnání sporu, tak bude případný spor řešen u soudu v České republice věcně a místně příslušného soudu podle sídla Společnosti.
- 16.5. Žádná práva či závazky dle této Smlouvy (ani tuto Smlouvu jako takovou) nelze postoupit či převést bez předchozího písemného souhlasu druhé Smluvní strany.
- 16.6. Jakékoliv pohledávky vzniklé z této Smlouvy je možné započíst na jiné pohledávky vzniklé z této Smlouvy, případně na jiné pohledávky druhé Smluvní strany pouze s písemným souhlasem druhé Smluvní strany.
- 16.7. Jakákoliv vzdání se práv dle této Smlouvy, včetně mj. veškerých práv vztahujících se k porušení závazků plynoucích z této Smlouvy, budou účinná pouze v případě, že budou v písemné podobě zaslána druhé Smluvní straně a řádně podepsána Smluvní stranou, která vzdání se práva činí (nebo jejími řádně zmocněnými zástupci). Neuplatnění nebo prodlení v uplatnění jakéhokoli práva dle této Smlouvy, včetně mj. jakéhokoli práva
- Agreement (or this Agreement as such) may be assigned or transferred without the prior written consent of the other Party.
- 16.4. The Parties agree to resolve any and all disputes related to this Agreement or any acts taken according to this Agreement or at variance with it primarily by amicable settlement. If amicable settlement of a dispute is not reached within a reasonable period of time, the dispute shall be resolved by the court of the Czech Republic having subject-matter and local jurisdiction according to the registered office of the Company.
- 16.5. No rights or obligations under this Agreement (or this Agreement as such) may be assigned or transferred without the prior written consent of the other Party.
- 16.6. Any receivables arising from this Agreement may be set off against other receivables arising from this Agreement, or other receivables of the other Party only with the written consent of the other Party.
- 16.7. Any waiver under this Agreement, including but not limited to any rights relating to a breach of this Agreement, shall be effective only if sent in writing to the other Party and duly signed by the waiver (or its duly authorized representatives). Failure to exercise or delay in exercising any right under this Agreement, including but not limited to any right relating to a breach of obligations under this Agreement by either Party, shall not be deemed a

vztahujícího se k porušení závazků dle této Smlouvy některou ze Smluvních stran, nebude považováno za vzdání se tohoto práva. Žádné prominutí porušení závazků nepředstavuje vzdání se jakéhokoli jiného či následného porušení závazků.

16.8. Není-li v této Smlouvě výslovně uvedeno jinak, uhradí si každá Smluvní strana náklady a výdaje, které jí v souvislosti s uzavřením a plněním této Smlouvy vzniknou, samostatně.

16.9. Tato Smlouva byla vyhotovena ve třech (3) stejnopisech, z nichž každá Smluvní strana obdrží jeden (1) stejnopis a jeden (1) případně Správci jistotního účtu.

16.10. Smluvní strany si ujednávají, že veškeré doplňky, změny nebo jiná ujednání, týkající se této Smlouvy musí být učiněna písemně ve formě dodatků k této Smlouvě, podepsaných Smluvními stranami opatřených úředně ověřenými podpisy Smluvních stran.

16.11. Tato Smlouva je vyhotovena v českém a anglickém jazyce, v případě rozporu mezi jazykovými verzemi této Smlouvy má přednost česká verze.

16.12. Smluvní strany prohlašují, že tato Smlouva vyjadřuje jejich pravou a svobodně projevenou vůli, prostou omylu a jako takovou tuto Smlouvu nikoli v tísní či za nápadně nevýhodných podmínek podepisují.

waiver of such right. No waiver of a breach shall constitute a waiver of any other or consequential breach.

16.8. Unless expressly stated otherwise in this Agreement, each Party shall reimburse the costs and expenses incurred by it in connection with the conclusion and performance of this Agreement separately.

16.9. This Agreement has been drawn up in three (3) counterparts, where each Party shall obtain one (1) counterpart and one one (1) copy shall be given to Security Account Administrator.

16.10. The Parties agree that all changes, modifications or other arrangements related to this Agreement must be made in writing in the form of amendments to this Agreement, executed by the Parties with affixed officially authenticated signatures of the Parties.

16.11. This Agreement is executed in the Czech and English languages; in case of variance between the language versions hereof, the Czech version shall prevail.

16.12. The Parties declare that this Agreement expresses their true and free will free of any errors and, as such, they execute this Agreement, not being under duress and not under strikingly unfavourable conditions.

16.13. Nedílnou součástí této Smlouvy jsou následující přílohy:

- a) Příloha 1.1 – výpis Společnosti z obchodního rejstříku
- b) Příloha 1.5 – Nemovitosti
- c) Příloha 2.3 – vzor Realizační smlouvy
- d) Příloha 3.5.ii) d – Vzor Prohlášení
- e) Příloha 3.7 – Vzor Odstoupení
- f) Příloha 3.9 – Vzor Odstoupení
- g) Příloha 5.3.b) i) - Dohoda o vzdání se nároků
- h) Příloha 6.2.c) – Principy výpočtu Konečné kupní ceny, Návrh konečné rozvahy a výpočet Předběžné kupní ceny
- i) Příloha 8.1 – Prohlášení Převodce
- j) Příloha 11.1 – Zpřístupněné dokumenty
- k) Příloha – Rent-roll

**PODPISY SMLUVNÍCH STRAN
NÁSLEDUJÍ NA DALŠÍ STRANĚ**

16.13. The following annexes are an integral part of this Agreement:

- a) Annex 1.1 - extract of the Company from the Commercial Register
- b) Annex 1.5 - Real Estate
- c) Annex 2.3 - model Share Transfer Agreement
- d) Annex 3.5.ii) d - model Bank Declaration
- e) Annex 3.7 - model Withdrawal
- f) Annex 3.9 - model Withdrawal
- g) Annex 5.3.b) i) - Waiver Agreement
- h) Annex 6.2.c) - Principles of calculation of the Final Purchase Price, draft Final Balance Sheet and the calculation of the Preliminary Purchase Price,
- i) Annex 8.1 - Transferor's Representations
- j) Annex 11.1 – Disclosed Documents
- k) Annex - Rent-roll

**THE SIGNATURES OF THE PARTIES
FOLLOW ON THE NEXT SHEET**

V Praze dne 27. února 2024/ In Prague on 27 February 2024



Převodce / Transferor

V Praze dne 27. února 2024/ In Prague on 27 February 2024



Nabyvatel / Acquirer

PROHLÁŠENÍ O PRAVOSTI PODPISU

Běžné číslo knihy o prohlášeních o pravosti podpisu 19654/357/2024

Já, níže podepsaný **JUDr. Michal Škudrna**, se sídlem Sokołovská 5/49, 186 00 Praha 8, zapsaný v seznamu advokátů vedeném Českou advokátní komorou pod ev. č. 15683 prohlašuji, že tuto listinu přede mnou vlastnoručně ve 3 vyhotoveních podepsal:

Pavel Fráňa, nar. 8.2.1970, místo nar. Praha 4, bytem K Doubi č.p. 1025, Průhonice, jehož totožnost mi byla prokázána z OP 212671003.

V Praze dne 27. února 2024



JUDr. Michal Škudrna



PROHLÁŠENÍ O PRAVOSTI PODPISU

Běžné číslo knihy o prohlášeních o pravosti podpisu 19654/358/2024

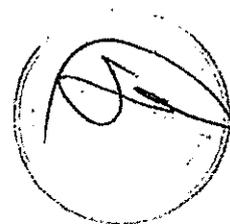
Já, níže podepsaný JUDr. Michal Škudrna, se sídlem Sokolovská 5/49, 186 00 Praha 8, zapsaný v seznamu advokátů vedeném Českou advokátní komorou pod ev. č. 15683 prohlašuji, že tuto listinu přečetl a vlastníručně ve 3 vyhotoveních podepsal:

Pavel Maršík, nar. 2.11.1972, místo nar. Praha 4, bytem Ke Stromečkům č.p. 1510, Hostivice, jehož totožnost mi byla prokázána z OP 204968557.

V Praze dne 27. února 2024



JUDr. Michal Škudrna



Příloha 1.1
—
výpis Společnosti z obchodního rejstříku

Annex 1.1
- ?
extract of the Company from the Commercial
Register

Úplný výpis

z obchodního rejstříku, vedeného
Krajským soudem v Brně
oddíl C, vložka 110346

Datum vzniku a zápisu:	16. června 2006	
Spisová značka:	<u>C 116725 vedená u Městského soudu v Praze</u>	<u>zapsáno 16. června 2006</u> <u>vymazáno 16. ledna 2019</u>
	<u>C 110346 vedená u Krajského soudu v Brně</u>	<u>zapsáno 16. ledna 2019</u>
Obchodní firma:	<u>HRV Czech, s.r.o.</u>	<u>zapsáno 16. června 2006</u> <u>vymazáno 25. září 2006</u>
	<u>SWPF Javor Ostrava s.r.o.</u>	<u>zapsáno 25. září 2006</u> <u>vymazáno 11. července 2007</u>
	<u>SWPF Milukov s.r.o.</u>	<u>zapsáno 11. července 2007</u> <u>vymazáno 11. července 2007</u>
	<u>SWPF Mikulov s.r.o.</u>	<u>zapsáno 11. července 2007</u> <u>vymazáno 6. prosince 2018</u>
	<u>Retail Park Mikulov s.r.o.</u>	<u>zapsáno 6. prosince 2018</u>
Sídlo:	<u>Praha 1, Národní 1435/6, PSČ 11000</u>	<u>zapsáno 16. června 2006</u> <u>vymazáno 21. února 2007</u>
	<u>Praha 1, V Celnici 1031/4, PSČ 11000</u>	<u>zapsáno 21. února 2007</u> <u>vymazáno 9. června 2009</u>
	<u>Praha 1, Husova 240/5, PSČ 11000</u>	<u>zapsáno 9. června 2009</u> <u>vymazáno 7. března 2011</u>
	<u>Praha 1, Letenská 121/8, PSČ 11800</u>	<u>zapsáno 7. března 2011</u> <u>vymazáno 6. prosince 2018</u>
	<u>Holandská 878/2, Štýřice, 639 00 Brno</u>	<u>zapsáno 6. prosince 2018</u> <u>vymazáno 11. prosince 2019</u>
	<u>Vinařská 460/3, Pisárky, 603 00 Brno</u>	<u>zapsáno 11. prosince 2019</u>
Identifikační číslo:	275 68 261	<u>zapsáno 16. června 2006</u>
Právní forma:	Společnost s ručením omezeným	<u>zapsáno 16. června 2006</u>
Předmět činnosti:	pronájem nemovitostí, bytů a nebytových prostor	<u>zapsáno 6. prosince 2018</u>
	správa vlastního majetku	<u>zapsáno 6. prosince 2018</u>
Předmět podnikání:		

pronájem nemovitostí, bytů a nebytových prostor bez poskytování jiných než základních služeb zajišťujících řádný provoz nemovitostí, bytů a nebytových prostor

zapsáno 16. června 2006
vymazáno 16. února 2017

Pronájem nemovitostí, bytů a nebytových prostor.

zapsáno 16. února 2017
vymazáno 6. prosince 2018

Statutární orgán:

jednatel:

PETRA RYCHNOVSKÁ, dat. nar. 8. prosince 1978
Pardubice, Havlíčkova 445, PSČ 53002
Den vzniku funkce: 16. června 2006
Den zániku funkce: 1. června 2009

zapsáno 16. června 2006
vymazáno 9. června 2009

jednatel:

John Alexander Stephen McGregor, dat. nar. 10. února 1951
Eduinburgh, EH141AZ, Lockharton Avenue 32, Spojené království Velké Británie a Severního Irska
Den vzniku funkce: 1. června 2009

zapsáno 9. června 2009
vymazáno 24. srpna 2016

jednatel:

JOHN ALEXANDER STEPHEN MCGREGOR, dat. nar. 10. února 1951
TD124RH Wark, Cornhill-on-Tweed, The Whityck, Spojené království Velké Británie a Severního Irska
Den vzniku funkce: 1. června 2009
Den zániku funkce: 15. února 2017

zapsáno 24. srpna 2016
vymazáno 16. února 2017

Jednatel:

KATALIN SZÁVEL, dat. nar. 6. února 1976
Pod školou 989/7, Košíře, 150 00 Praha 5
Den vzniku funkce: 15. února 2017

zapsáno 16. února 2017
vymazáno 10. srpna 2018

Jednatel:

KATALIN SZÁVEL, dat. nar. 6. února 1976
Pod Klukem 698, 267 06 Hýskov
Den vzniku funkce: 15. února 2017
Den zániku funkce: 6. prosince 2018

zapsáno 10. srpna 2018
vymazáno 6. prosince 2018

Jednatel:

PETR KUBĚNA, dat. nar. 10. března 1962
č.p. 44, 696 48 Skalka
Den vzniku funkce: 6. prosince 2018

zapsáno 6. prosince 2018

Jednatel:

PATRIK TUZA, dat. nar. 1. září 1973
Achtelky 765/13, Bosonohy, 642 00 Brno

Den vzniku funkce: 6. prosince 2018
Den zániku funkce: 31. prosince 2020

zapsáno 6. prosince 2018
vymazáno 3. února 2021

jednatel:

ANGELIKA HOUDKOVÁ, dat. nar. 20. prosince 1966
Klíkatá 182/29, Jinonice, 158 00 Praha 5
Den vzniku funkce: 1. ledna 2021

zapsáno 3. února 2021

Počet členů:

1

zapsáno 18. listopadu 2014
vymazáno 6. prosince 2018

2

zapsáno 6. prosince 2018

Způsob jednání:

Jednatel jedná jménem společnosti samostatně.

zapsáno 16. června 2006
vymazáno 6. prosince 2018

Jednatel zastupuje společnost samostatně.

zapsáno 6. prosince 2018

Společníci:**Společník:**

ASB Prague, s.r.o., IČ: 479 02 728
Praha 1, Národní 6, PSČ 11000

zapsáno 16. června 2006
vymazáno 25. září 2006

Podíl:

Vklad: 200 000,- Kč
Splaceno: 100%
Obchodní podíl: 100%

zapsáno 16. června 2006
vymazáno 25. září 2006

Společník:

SAFFERY CHAMPNESS MANAGEMENT INTERNATIONAL LIMITED
Guernsey La Tonnelle House, Les Banques St. Sampson, Spojené království
Velké Británie a Severního Irska

zapsáno 25. září 2006
vymazáno 17. června 2008

Podíl:

Vklad: 20 000,- Kč
Splaceno: 100%
Obchodní podíl: 1%

zapsáno 25. září 2006
vymazáno 17. června 2008

Společník:

St Wenceslas Holding Limited
Guernsey La Tonelle House, Les Banques St. Sampson, Spojené království
Velké Británie a Severního Irska

zapsáno 25. září 2006
vymazáno 29. listopadu 2006

Podíl:

Vklad: 180 000,- Kč
Splaceno: 100%
Obchodní podíl: 99%

zapsáno 25. září 2006
vymazáno 29. listopadu 2006

Společník:	<u>ALPANICO LIMITED</u> <u>Limassol, Zinas Kanther Street 4, Kyperská republika</u>	
	<u>PSČ: 3035</u>	<u>zapsáno 29. listopadu 2006</u> <u>vymazáno 26. března 2008</u>
Podíl:	<u>Vklad: 180 000,- Kč</u> <u>Splaceno: 100%</u> <u>Obchodní podíl: 99%</u>	<u>zapsáno 29. listopadu 2006</u> <u>vymazáno 26. března 2008</u>
Společník:	<u>ALPANICO LIMITED</u> <u>Limassol, Zinas Kanther Street 4, Kyperská republika</u>	
	<u>PSČ: 3035</u>	<u>zapsáno 26. března 2008</u> <u>vymazáno 17. června 2008</u>
Podíl:	<u>Vklad: 180 000,- Kč</u> <u>Splaceno: 100%</u> <u>Obchodní podíl: 99%</u>	<u>zapsáno 26. března 2008</u> <u>vymazáno 17. června 2008</u>
Společník:	<u>Wenceslas Behringer Holding Ltd.</u> <u>3035 Limassol, Zinas Kanther Street 4, Kyperská republika</u>	
	<u>PSČ: 3035</u>	<u>zapsáno 17. června 2008</u> <u>vymazáno 30. července 2008</u>
Podíl:	<u>Vklad: 180 000,- Kč</u> <u>Splaceno: 100%</u> <u>Obchodní podíl: 99%</u>	<u>zapsáno 17. června 2008</u> <u>vymazáno 30. července 2008</u>
Zástavní právo:	<u>Zapisuje se zástavní právo k obchodnímu podílu společníka na základě smlouvy o zastavení obchodního podílu ze dne 13.2.2008 . Obchodní podíl společníka je zastaven ve prospěch společnosti Westdeutsche ImmobilienBank AG , se sídlem v Grosse Bleiche 46, 551 16 Mainz, SRN, zapsaná v obchodním rejstříku B, vedeném Okresním soudem Mainz pod číslem HRB 40640, s obchodní adresou Woolgate Exchange 25, Basinghall Street, Londýn EC2V 5HA, Spojené království Velké británie a Severního Irska.</u> <u>Datum zápisu zástavního práva: 26. března 2008</u> <u>Datum zániku zástavního práva: 30. července 2008</u>	<u>zapsáno 17. června 2008</u> <u>vymazáno 30. července 2008</u>
Společník:	<u>Wenceslas Behringer Ltd.</u> <u>3035 Limassol, Zinas Kanther Street 4, Kyperská republika</u>	
		<u>zapsáno 17. června 2008</u> <u>vymazáno 30. července 2008</u>
Podíl:	<u>Vklad: 20 000,- Kč</u> <u>Splaceno: 100%</u> <u>Obchodní podíl: 1%</u>	

		<u>zapsáno 17. června 2008</u> <u>vymazáno 30. července 2008</u>
Společník:	<u>ALPANICO LIMITED</u> <u>Limassol, Zinas Kanther Street 4, 3035, Kyperská republika</u>	
		<u>zapsáno 30. července 2008</u> <u>vymazáno 6. prosince 2018</u>
Podíl:	<u>Vklad: 180 000,- Kč</u> <u>Splaceno: 100%</u> <u>Obchodní podíl: 99%</u>	
		<u>zapsáno 30. července 2008</u> <u>vymazáno 5. února 2016</u>
Zástavní právo:	<u>Zapisuje se zástavní právo k obchodnímu podílu společníka na základě smlouvy o zastavení obchodního podílu ze dne 13.2.2008 . Obchodní podíl společníka je zastaven ve prospěch společnosti Westdeutsche ImmobilienBank AG , se sídlem v Grosse Bleiche 46, 551 16 Mainz, SRN, zapsaná v obchodním rejstříku B, vedeném Okresním soudem Mainz pod číslem HRB 40640, s obchodní adresou Woolgate Exchange 25, Basinghall Street, londýn EC2V 5HA, Spojené království Velké Británie a Severního Irsku.</u> <u>Datum zápisu zástavního práva: 30. července 2008</u>	
		<u>zapsáno 30. července 2008</u> <u>vymazáno 18. listopadu 2014</u>
Podíl:	<u>Vklad: 180 000,- Kč</u> <u>Splaceno: 100%</u> <u>Obchodní podíl: 99%</u>	
		<u>zapsáno 5. února 2016</u> <u>vymazáno 6. prosince 2018</u>
Společník:	<u>SAFFERY CHAMPNESS MANAGEMENT INTERNATIONAL LIMITED</u> <u>Guernsey, St.Sampson, Les Banques, La Tonnelle House, Spojené království Velké Británie a Severního Irsku</u>	
		<u>zapsáno 30. července 2008</u> <u>vymazáno 6. prosince 2018</u>
Podíl:	<u>Vklad: 20 000,- Kč</u> <u>Splaceno: 100%</u> <u>Obchodní podíl: 1%</u>	
		<u>zapsáno 30. července 2008</u> <u>vymazáno 5. února 2016</u>
Podíl:	<u>Vklad: 20 000,- Kč</u> <u>Splaceno: 100%</u> <u>Obchodní podíl: 1%</u>	
		<u>zapsáno 5. února 2016</u> <u>vymazáno 6. prosince 2018</u>
Společník:	<u>DRFG Real Estate s.r.o., IČ: 037 68 775</u> <u>Holandská 878/2, Štýřice, 639 00 Brno</u>	
		<u>zapsáno 6. prosince 2018</u> <u>vymazáno 11. prosince 2019</u>
Podíl:	<u>Vklad: 200 000,- Kč</u> <u>Splaceno: 100%</u> <u>Obchodní podíl: 100%</u>	
		<u>zapsáno 6. prosince 2018</u>

vymazáno 11. prosince 2019

Zástavní právo:	<p>Podíl je na základě Smlouvy o zřízení zástavního práva k podílu č. 2019009181 ze dne 27. 6. 2019 zastaven ve prospěch společnosti Československá obchodní banka, a.s., IČO: 000 01 350, se sídlem Praha 5, Radlická 333/150, PSČ 150 57, a to k zajištění dluhů až do výše 20.500.000,- Kč vyplývajících ze Smlouvy o úvěru č. 2019009175 ve výši jistiny 20.000.000,- Kč a příslušenství uzavřené mezi společností Retail Park Mikulov s.r.o., IČ: 27568261 (Dlužník) a společností Československá obchodní banka, a.s. (Banka) dne 27. 6. 2019 a budoucích dluhů do výše jistiny 500.000,- Kč a jejich příslušenství, které budou vznikat nejpozději do 30. 6. 2039 z Rámcové smlouvy č. 2019009176 uzavřené dne 27. 6. 2019 mezi Dlužníkem a Bankou.</p>
	zapsáno 20. července 2019 vymazáno 11. prosince 2019
Společník:	<p>CZECH REAL ESTATE INVESTMENT FUND FL-9487 Bendern, Haus Atzig, Industriestrasse 2., Lichtenštejnské knížectví Registrační číslo: FL-0002.504.997-2 Právní forma: podílový fond</p>
	zapsáno 11. prosince 2019
Podíl:	<p>Vklad: 200 000,- Kč Splaceno: 100% Obchodní podíl: 100%</p>
	zapsáno 11. prosince 2019
Zástavní právo:	<p>Podíl je na základě Smlouvy o zřízení zástavního práva k podílu č. 2019009181 ze dne 27. 6. 2019 zastaven ve prospěch společnosti Československá obchodní banka, a.s., IČO: 000 01 350, se sídlem Praha 5, Radlická 333/150, PSČ 150 57, a to k zajištění dluhů až do výše 20.500.000,- Kč vyplývajících ze Smlouvy o úvěru č. 2019009175 ve výši jistiny 20.000.000,- Kč a příslušenství uzavřené mezi společností Retail Park Mikulov s.r.o., IČ: 27568261 (Dlužník) a společností Československá obchodní banka, a.s. (Banka) dne 27. 6. 2019 a budoucích dluhů do výše jistiny 500.000,- Kč a jejich příslušenství, které budou vznikat nejpozději do 30. 6. 2039 z Rámcové smlouvy č. 2019009176 uzavřené dne 27. 6. 2019 mezi Dlužníkem a Bankou.</p>
	Datum zápisu zástavního práva: 20. července 2019 zapsáno 11. prosince 2019
Zástavní právo:	<p>Podíl je na základě Smlouvy o zřízení zástavního práva k podílu č. 2022003371 ze dne 24. 3. 2022 (dále také jako "Smlouva") zastaven ve prospěch společnosti Československá obchodní banka, a.s., IČO: 000 01 350, se sídlem Praha 5, Radlická 333/150, PSČ 150 57, a to k zajištění dluhů vyplývajících ze Smlouvy o úvěru č. 2022003030, ve znění případných dodatků, ve výši jistiny 18 800 000,- Kč a příslušenství uzavřené mezi společností Retail Park Mikulov s.r.o., IČ: 27568261 (Dlužník), a společností Československá obchodní banka, a.s., IČO: 000 01 350 (Banka), dne 24. 3. 2022 (dále také jako "Finanční dokumentace"), dluhů z titulu navýšení úvěrového limitu/limitu jakékoliv Finanční dokumentace po uzavření Smlouvy (včetně jejich příslušenství), poplatků, smluvních pokut a náhrad škody, které jsou nebo budou splatné podle podmínek uvedených ve Finanční dokumentaci, dluhů splatných na základě ukončení nebo zrušení jakékoliv Finanční dokumentace, a dluhu z titulu bezdůvodného obohacení souvisejícího s neexistencí, neplatností nebo nevymahatelností jakékoliv Finanční dokumentace (dále společně</p>

jako "Dluhy"). Dluhy, které vznikly nebo vzniknou ode dne uzavření Smlouvy do 31. 3. 2042, se zajišťují do částky 18 800 000 Kč.

zapsáno 22. dubna 2022

Základní kapitál: 200 000,- Kč
Splaceno: 100%

zapsáno 16. června 2006

Ostatní skutečnosti:

Obchodní korporace se podřídila zákonu jako celku postupem podle § 777 odst. 5 zákona č.90/2012 Sb., o obchodních společnostech a družstvech.

zapsáno 18. listopadu 2014

Na společnost jako nástupnickou společnost přešlo v důsledku fúze sloučením jmění zanikající obchodní společnosti SWPF Javor Brno s.r.o., IČ: 275 73 206, se sídlem Letenská 121/8, 118 00 Praha 1.

zapsáno 18. listopadu 2014

Na základě projektu fúze sloučením vyhotoveného dne 16. 12. 2015 došlo ke sloučení, při kterém na společnost SWPF Mikulov s.r.o., se sídlem na adrese Praha 1, Letenská 121/8, PSČ 118 00, IČO 27568261, jako na společnost nástupnickou, přešlo jmění zanikající společnosti SWPF Modletice s.r.o., se sídlem na adrese Praha 1, Letenská 121/8, PSČ 118 00, IČO 27877744.

zapsáno 5. února 2016

Příloha 1.5
—
Nemovitosti

Annex 1.5
—
Real Estate

VÝPIS Z KATASTRU NEMOVITOSTÍ
 prokazující stav evidovaný k datu 27.02.2024 09:55:02

Okres: CZ0644 Břeclav

Obec: 584649 Mikulov

Kat.území: 694193 Mikulov na Moravě

List vlastnictví: 2485

V kat. území jsou pozemky vedeny v jedné číselné řadě

A Vlastník, jiný oprávněný	Identifikátor	Podíl
<i>Vlastnické právo</i>		
Retail Park Mikulov s.r.o., Vinařská 460/3, Pisárky, 60300 Brno	27568261	

B Nemovitosti

<i>Pozemky</i>	<i>Parcela</i>	<i>Výměra [m2]</i>	<i>Druh pozemku</i>	<i>Způsob využití</i>	<i>Způsob ochrany</i>
	3032/8	380	ostatní plocha	ostatní komunikace	menší chráněné území, památkově chráněné území
	3032/9	2372	ostatní plocha	ostatní komunikace	menší chráněné území, památkově chráněné území
	3032/10	32	ostatní plocha	jiná plocha	menší chráněné území, památkově chráněné území
	3032/11	1759	zastavěná plocha a nádvoří		menší chráněné území, památkově chráněné území
<i>Součástí je stavba: Mikulov, č.p. 1794, obč.vyb. Stavba stojí na pozemku p.č.: 3032/11, 3370/15</i>					
	3032/12	48	ostatní plocha	jiná plocha	menší chráněné území, památkově chráněné území
	3032/13	96	ostatní plocha	jiná plocha	menší chráněné území, památkově chráněné území
	3032/14	189	ostatní plocha	ostatní komunikace	menší chráněné území, památkově chráněné území
	3370/13	358	ostatní plocha	jiná plocha	menší chráněné území, památkově chráněné území
	3370/14	130	ostatní plocha	jiná plocha	menší chráněné území, památkově chráněné území
	3370/15	53	zastavěná plocha a nádvoří		menší chráněné území, památkově chráněné území
<i>Na pozemku stojí stavba: Mikulov, č.p. 1794, obč.vyb. Další údaje: stavba je součástí pozemku 3032/11</i>					
	3370/16	68	ostatní plocha	jiná plocha	menší chráněné území, památkově chráněné území
	3370/17	166	ostatní plocha	jiná plocha	menší chráněné území, památkově chráněné území
	3370/23	415	ostatní plocha	ostatní komunikace	menší chráněné území, památkově chráněné území
	5006/181	20	ostatní plocha	silnice	menší chráněné území, památkově chráněné území

VÝPIS Z KATASTRU NEMOVITOSTÍ
prokazující stav evidovaný k datu 27.02.2024 09:55:02

Okres: CZ0644 Břeclav

Obec: 584649 Mikulov

Kat.území: 694193 Mikulov na Moravě

List vlastnictví: 2485

V kat. území jsou pozemky vedeny v jedné číselné řadě

B1 Věcná práva sloužící ve prospěch nemovitostí v části B

Typ vztahu

o Věcné břemeno chůze a jízdy

ze dne 16.2.1999, právní účinky vkladu ke dni 24.2.1999.

Oprávnění pro

Parcela: 3032/11, Parcela: 3032/8

Povinnost k

Parcela: 4373/7

Listina Smlouva o věcném břemeni V3 2124/1999 ; uloženo na prac. Břeclav

POLVZ:211/1999

Z-3800211/1999-736

Pořadí k datu podle právní úpravy účinné v době vzniku práva

o Věcné břemeno chůze a jízdy

ze dne 16.2.1999, právní účinky vkladu ke dni 24.2.1999,
VZ 719/2000

Oprávnění pro

Parcela: 3032/11, Parcela: 3032/8

Povinnost k

Parcela: 4373/13

Listina Smlouva o věcném břemeni V3 2124/1999.

POLVZ:211/1999

Z-3800211/1999-736

Pořadí k datu podle právní úpravy účinné v době vzniku práva

o Věcné břemeno chůze a jízdy

ze dne 16.2.1999. Právní účinky vkladu ke dni 24.2.1999.

Oprávnění pro

Parcela: 3032/11, Parcela: 3032/8

Povinnost k

Parcela: 4371/17

Listina Smlouva o věcném břemeni V3 2124/1999 ; uloženo na prac. Břeclav

POLVZ:211/1999

Z-3800211/1999-736

Pořadí k datu podle právní úpravy účinné v době vzniku práva

o Věcné břemeno chůze a jízdy

ze dne 16.2.1999, právní účinky vkladu ke dni 24.2.1999.

Oprávnění pro

Parcela: 3032/11, Parcela: 3032/8

Povinnost k

Parcela: 3370/1

Listina Smlouva o věcném břemeni V3 2124/1999 ; uloženo na prac. Břeclav

POLVZ:211/1999

Z-3800211/1999-736

Pořadí k datu podle právní úpravy účinné v době vzniku práva

o Věcné břemeno chůze a jízdy

ze dne 16.2.1999. Právní účinky vkladu ke dni 24.2.1999.

Oprávnění pro

Parcela: 3032/8

Povinnost k

Parcela: 4371/21

Listina Smlouva o věcném břemeni V3 2124/1999 ; uloženo na prac. Břeclav

Nemovitosti jsou v územním obvodu, ve kterém vykonává státní správu katastru nemovitostí ČR
Katastrální úřad pro Jihomoravský kraj, Katastrální pracoviště Břeclav, kód: 704.

VÝPIS Z KATASTRU NEMOVITOSTÍ
prokazující stav evidovaný k datu 27.02.2024 09:55:02

Okres: CZ0644 Břeclav Obec: 584649 Mikulov
Kat.území: 694193 Mikulov na Moravě List vlastnictví: 2485
V kat. území jsou pozemky vedeny v jedné číselné řadě

Typ vztahu

POLVZ:211/1999 Z-3800211/1999-736

Pořadí k datu podle právní úpravy účinné v době vzniku práva

o Věcné břemeno chůze a jízdy
ze dne 16.2.1999. Právní účinky vkladu ke dni 24.2.1999.
Oprávnění pro
Parcela: 3032/11
Povinnost k
Parcela: 4371/21

Listina Smlouva o věcném břemeni V3 2124/1999 ; uloženo na prac. Břeclav
POLVZ:211/1999 Z-3800211/1999-736

Pořadí k datu podle právní úpravy účinné v době vzniku práva

C Věcná práva zatěžující nemovitosti v části B včetně souvisejících údajů

Typ vztahu

o Věcné břemeno chůze a jízdy
ze dne 16.2.1999, právní účinky vkladu ke dni 24.2.1999.
Oprávnění pro
Parcela: 4373/1, Parcela: 4373/23
Povinnost k
Parcela: 3032/8

Listina Smlouva o věcném břemeni V3 2124/1999 ; uloženo na prac. Břeclav
POLVZ:211/1999 Z-3800211/1999-736

Pořadí k datu podle právní úpravy účinné v době vzniku práva

o Věcné břemeno chůze a jízdy
ze dne 16.2.1999, právní účinky vkladu ke dni 24.2.1999.
Geometrický plán číslo 1335-128/98 ze dne 23.6.1998,
VZ 253/99.
Oprávnění pro
Parcela: 4373/7
Povinnost k
Parcela: 3032/8

Listina Smlouva o věcném břemeni V3 2124/1999.
POLVZ:211/1999 Z-3800211/1999-736

Pořadí k datu podle právní úpravy účinné v době vzniku práva

o Věcné břemeno chůze a jízdy
ze dne 16.2.1999, právní účinky vkladu ke dni 24.2.1999.
Geometrický plán číslo 1469-193/1999 ze dne 19.10.1999,
VZ 782/99.
Oprávnění pro
Parcela: 4371/17, Parcela: 4371/19
Povinnost k
Parcela: 3032/8

Listina Smlouva o věcném břemeni V3 2124/1999 ; uloženo na prac. Břeclav
POLVZ:211/1999 Z-3800211/1999-736

Pořadí k datu podle právní úpravy účinné v době vzniku práva

VÝPIS Z KATASTRU NEMOVITOSTÍ
prokazující stav evidovaný k datu 27.02.2024 09:55:02

Okres: CZ0644 Břeclav Obec: 584649 Mikulov
Kat.území: 694193 Mikulov na Moravě List vlastnictví: 2485
V kat. území jsou pozemky vedeny v jedné číselné řadě

Typ vztahu

o Věcné břemeno chůze a jízdy

ze dne 16.2.1999, právní účinky vkladu ke dni 24.2.1999,
VZ 253/99, VZ 719/2000

Oprávnění pro

Parcela: 4373/13

Povinnost k

Parcela: 3032/8

Listina Smlouva o věcném břemeni V3 2124/1999.

POLVZ:211/1999

Z-3800211/1999-736

Pořadí k datu podle právní úpravy účinné v době vzniku práva

o Věcné břemeno chůze a jízdy

ze dne 16.2.1999, právní účinky vkladu ke dni 24.2.1999,
VZ 694/00.

Oprávnění pro

Parcela: 4373/15, Parcela: 4373/16, Parcela: 4373/17, Parcela: 4373/18, Parcela:
4373/20, Parcela: 4373/25

Povinnost k

Parcela: 3032/8

Listina Smlouva o věcném břemeni V3 2124/1999.

POLVZ:211/1999

Z-3800211/1999-736

Pořadí k datu podle právní úpravy účinné v době vzniku práva

o Věcné břemeno užívání

ze dne 16.2.1999, právní účinky vkladu ke dni 24.2.1999
- vztahuje se na průjezd a průchod přes pozemek

Oprávnění pro

Město Mikulov, Náměstí 158/1, 69201 Mikulov, RČ/IČO:
00283347

Povinnost k

Parcela: 3032/8

Listina Smlouva o věcném břemeni V3 2124/1999.

POLVZ:211/1999

Z-3800211/1999-736

Pořadí k datu podle právní úpravy účinné v době vzniku práva

o Věcné břemeno (podle listiny)

- věcné břemeno průchodu a průjezdu dle Čl. V. smlouvy

Oprávnění pro

Fotbalový klub - FC Pálava Mikulov spolek,
Republikánské obrany č.ev. 608, 69201 Mikulov, RČ/IČO:
15546365

GasNet, s.r.o., Klíšská 940/96, Klíše, 40001 Ústí nad
Labem, RČ/IČO: 27295567

Město Mikulov, Náměstí 158/1, 69201 Mikulov, RČ/IČO:
00283347

Povinnost k

Parcela: 3370/23

Listina Smlouva o zřízení věcného břemene - bezúplatná ze dne 13.02.2001. Právní
účinky vkladu práva ke dni 21.11.2002; uloženo na prac. Břeclav

V-1369/2002-736

VÝPIS Z KATASTRU NEMOVITOSTÍ
prokazující stav evidovaný k datu 27.02.2024 09:55:02

Okres: CZ0644 Břeclav

Obec: 584649 Mikulov

Kat.území: 694193 Mikulov na Moravě

List vlastnictví: 2485

V kat. území jsou pozemky vedeny v jedné číselné řadě

Typ vztahu

Listina Výpis z obchodního rejstříku prokazující přeměnu obchodní společnosti fúzí sp. zn. C 23083 ze dne 28.11.2013.

Z-12493/2013-704

Pořadí k datu podle právní úpravy účinné v době vzniku práva

o Věcné břemeno chůze a jízdy

ze dne 16.2.1999, právní účinky vkladu ke dni 24.2.1999.
Geometrický plán číslo 1469-193/1999 ze dne 19.10.1999,
VZ 782/99.

Oprávnění pro

Parcela: 4371/20, Parcela: 4371/21

Povinnost k

Parcela: 3032/8

Listina Smlouva o věcném břemeni V3 2124/1999 ; uloženo na prac. Břeclav

POLVZ:211/1999

Z-3800211/1999-736

Pořadí k datu podle právní úpravy účinné v době vzniku práva

o Zástavní právo smluvní

k zajištění pohledávky:

Existující, ve výši =20.000.000,-Kč ze Smlouvy o úvěru č. 2019009175

Existující, do výše =500.000,-Kč, které budou vznikat nejpozději do 30.6.2039 v souladu s Rámcovou smlouvou č. 2019009176

Označená jiným způsobem, k zajištění existujících, budoucích a podmíněných pohledávek do výše =20.500.000,-Kč, které vznikly a/nebo budou vznikat nejpozději do 30.6.2039 v souladu s článkem I. písm. b), c) a d) Smlouvy o zřízení zástavního práva k nemovitostem č. 2019009177

Oprávnění pro

Československá obchodní banka, a. s., Radlická 333/150,
Radlice, 15000 Praha 5, RČ/IČO: 00001350

Povinnost k

Parcela: 3032/10, Parcela: 3032/11, Parcela: 3032/12, Parcela: 3032/13, Parcela: 3032/14, Parcela: 3032/8, Parcela: 3032/9, Parcela: 3370/13, Parcela: 3370/14, Parcela: 3370/15, Parcela: 3370/16, Parcela: 3370/17, Parcela: 3370/23, Parcela: 5006/181

Listina Smlouva o zřízení zástavního práva podle obč.z. č. 2019009177 ze dne 27.06.2019. Právní účinky zápisu k okamžiku 28.06.2019 09:58:35. Zápis proveden dne 23.07.2019.

V-4308/2019-704

Pořadí k 28.06.2019 09:58

o Zástavní právo smluvní

k zajištění pohledávky:

Existující, ve výši 18 800 000 Kč ze Smlouvy o úvěru č. 2022003030

Označená jiným způsobem, k zajištění existujících, budoucích a podmíněných pohledávek do výše 18 800 000 Kč, které vznikly, a/nebo budou vznikat nejpozději do 31.3.2042 v souladu s článkem I., odst. 2), písm. b), c) a d) Smlouvy o zřízení zástavního práva k nemovitostem č. 2022003031

Oprávnění pro

Československá obchodní banka, a. s., Radlická 333/150,
Radlice, 15000 Praha 5, RČ/IČO: 00001350

Povinnost k

Parcela: 3032/10, Parcela: 3032/11, Parcela: 3032/12, Parcela: 3032/13, Parcela:

VÝPIS Z KATASTRU NEMOVITOSTÍ

prokazující stav evidovaný k datu 27.02.2024 09:55:02

Okres: CZ0644 Břeclav

Obec: 584649 Mikulov

Kat.území: 694193 Mikulov na Moravě

List vlastnictví: 2485

V kat. území jsou pozemky vedeny v jedné číselné řadě

Typ vztahu

Povinnost k

3032/14, Parcela: 3032/8, Parcela: 3032/9, Parcela: 3370/13, Parcela: 3370/14, Parcela: 3370/15, Parcela: 3370/16, Parcela: 3370/17, Parcela: 3370/23, Parcela: 5006/181

Listina Smlouva o zřízení zástavního práva podle obč.z. č. 2022003031 ze dne 24.03.2022. Právní účinky zápisu k okamžiku 28.03.2022 14:51:50. Zápis proveden dne 20.04.2022.

V-2114/2022-704

Pořadí k 28.03.2022 14:51

o Zástavní právo smluvní

k zajištění pohledávky:

Existující, ve výši =3.055.000,-EUR ze Smlouvy o úvěru č. 2022002838; ("Finanční dokumentace 1"); Budoucí určená druhem a dobou vzniku, do výše =560.000,-EUR, které budou vznikat nejpozději do 31.3.2042 v souladu s Rámcovou smlouvou č. 1022/17/15033; ("Finanční dokumentace 2"); Existující, ve výši =6.900.000,-EUR ze Smlouvy o úvěru č. 2022002861; ("Finanční dokumentace 3"); Budoucí určená druhem a dobou vzniku, do výše =1.262.000,-EUR, které budou vznikat nejpozději do 31.3.2042 v souladu s Rámcovou smlouvou č. 1132/17/15232; ("Finanční dokumentace 4"); Označená jiným způsobem, k zajištění existujících, budoucích a podmíněných pohledávek, které vznikly a/nebo budou vznikat nejpozději do 31.3.2042 v souladu s Článkem I., odst. 2), písm. b), c) a d) Smlouvy o zřízení zástavního práva k nemovitostem č. 2022014853 a to do částky: (i) =3.055.000,-EUR v případě Finanční dokumentace 1, (ii) =560.000,-EUR v případě Finanční dokumentace 2, (iii) =6.900.000,-EUR v případě Finanční dokumentace 3, (iv) =1.262.000,-EUR v případě Finanční dokumentace 4

Oprávnění pro

Československá obchodní banka, a. s., Radlická 333/150,
Radlice, 15000 Praha 5, RČ/IČO: 00001350

Povinnost k

Parcela: 3032/10, Parcela: 3032/11, Parcela: 3032/12, Parcela: 3032/13, Parcela: 3032/14, Parcela: 3032/8, Parcela: 3032/9, Parcela: 3370/13, Parcela: 3370/14, Parcela: 3370/15, Parcela: 3370/16, Parcela: 3370/17, Parcela: 3370/23, Parcela: 5006/181

Listina Smlouva o zřízení zástavního práva podle obč.z. č. 2022014853 ze dne 21.12.2022. Právní účinky zápisu k okamžiku 30.12.2022 08:00:00. Zápis proveden dne 24.01.2023.

V-8118/2022-704

Pořadí k 30.12.2022 08:00

D Poznámky a další obdobné údaje - Bez zápisu

Plomby a upozornění - Bez zápisu

E Nabývací tituly a jiné podklady zápisu

Listina

o Smlouva kupní ze dne 20.02.2008. Právní účinky vkladu práva ke dni 20.02.2008.

V-370/2008-736

Pro: Retail Park Mikulov s.r.o., Vinařská 460/3, Pisárky, 60300
Brno

RČ/IČO: 27568261

Příloha 2.3
—
vzor Realizační smlouvy

Annex 2.3
—
model Share Transfer Agreement

CAIAC Fund Management AG

Registrační číslo: FL-0002.227.513-0

se sídlem Bendern, Haus Atzig,
Industriestrasse 2, PSČ 9487,
Lichtenštejnské knížectví

zastoupená JUDr. Pavlem Fráňou, na základě
plné moci

*jakožto správce podílového fondu, jednající
na účet:*

**CZECH REAL ESTATE INVESTMENT
FUND**

registrační číslo: FL-0002.504.997-2

se sídlem FL-9487 Bendern, Haus Atzig,
Industriestrasse 2, Lichtenštejnské knížectví

(dále také jako „Převodce”)

a

Palasino Group, a.s.

IČO: 643 58 267

se sídlem č.p. 64, 345 32 Česká Kubice
zapsaná v obchodním rejstříku u Krajského
soudu v Plzni, pod sp. zn. B 492

zastoupená Pavlem Maršíkem, předsedou
představenstva

(dále také jako „Nabyvatel”)

(Převodce a Nabyvatel jsou dále označováni
také jako „Smluvní strana“ nebo společně
také jako „Smluvní strany“)

uzavírají v souladu s příslušnými
ustanoveními zákona č. 90/2012 Sb., o
obchodních společnostech a družstvech (o
obchodních korporacích), v platném znění a
zákona č. 89/2012 Sb., občanský zákoník,
v platném znění, níže uvedeného dne, měsíce
a roku tuto:

CAIAC Fund Management AG

Registration number: FL-0002.227.513-0

With its registered office at Bendern, Haus
Atzig,

Industriestrasse 2, postal code 9487,

Principality of Liechtenstein

represented by JUDr. Pavel Fráňa, on the
basis of a power of attorney

*as a mutual fund manager acting on behalf
of:*

**CZECH REAL ESTATE INVESTMENT
FUND**

registration number: FL-0002.504.997-2

with its registered office at FL-9487
Bendern, Haus Atzig, Industriestrasse 2,
Principality of Liechtenstein

(hereinafter also the “Transferor”)

and

Palasino Group, a.s.

Id. No.: 643 58 267

with its registered office at č.p. 64, 345 32
Česká Kubice

registered at the Regional Court in Pilsen
under file No. B 492

represented by Pavel Maršík, Chairman of
the Board of Directors

(hereinafter also the “Acquirer”)

(the Transferor and the Acquirer are
hereinafter also referred to individually as a
“Party” and jointly as the “Parties”)

hereby enter, in conformity with the relevant
provisions of Act No. 90/2012 Coll., on
companies and co-operatives (the
Corporations Act), as amended, and Act No.
89/2012 Coll., the Civil Code, as amended,
on the day, month and year specified below,
into this:

SMLOUVU O PŘEVODU PODÍLU

(dále jako „Smlouva“)

1. PREAMBULE

- (A) Smluvní strany dne 27. února 2024 uzavřely rámcovou smlouvu o převodu podílu (dále jen „**Rámcová smlouva**“), která rámcově upravuje podmínky převodu Podílu (jak je definován níže). Tato Smlouva a **Rámcová smlouva** jsou smlouvami na sobě závislémi.
- (B) Podmínky pro převod Podílu dle **Rámcové smlouvy** byly splněny a Smluvní strany teď hodlají uskutečnit převod Podílu uzavřením této Smlouvy.
- (C) Převodce je jediným společníkem společnosti **Retail Park Mikulov s.r.o.**, IČO: 275 68 261, se sídlem Vinařská 460/3, Pisárky, 603 00 Brno, zapsané v obchodním rejstříku vedeném Krajským soudem v Brně, sp. zn. C 110346 (dále jako „**Společnost**“).
- (D) Převodce vlastní základní podíl o velikosti 100 % na základním kapitálu a hlasovacích právech ve Společnosti, na nějž připadá vklad do základního kapitálu Společnosti ve výši 200.000,- Kč (slovy: dvě stě tisíc korun českých), který byl Převodcem zcela splacen (dále také jako „**Podíl**“).

2. PŘEDMĚT SMLOUVY

- 2.1. Převodce tímto převádí Podíl na Nabyvatele a Nabyvatel od

SHARE TRANSFER AGREEMENT

(hereinafter the “Agreement”)

1. RECITALS

- (A) On 27 February 2024, the Parties entered into a framework share transfer agreement (hereinafter the “**Framework Agreement**”), providing for the framework terms and conditions of the transfer of the Share (as defined below). This Agreement and the Framework Agreement are mutually dependent agreements.
- (B) The conditions preceding for the transfer of the Share under the Framework Agreement have been met and the Parties now intend to effect the transfer of the Share by executing this Agreement.
- (C) The Transferor is the sole shareholder of **Retail Park Mikulov s.r.o.**, Id. No. 275 68 261, with its registered office at Vinařská 460/3, Pisárky, 603 00 Brno, registered in the Commercial Register maintained by the Regional Court in Brno, File. No. C 110346 (hereinafter the “**Company**”).
- (D) The Transferor owns a 100 % basic share in the Company’s registered capital and voting rights, which corresponds to a contribution to the Company’s registered capital in the amount of CZK 200,000 (in words: two hundred thousand Czech crowns) and which has been paid up in full by the Transferor (hereinafter the “**Share**”).

2. SUBJECT OF THE AGREEMENT

- 2.1. The Transferor hereby transfers the Share to the Acquirer and the

- | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Převodce Podíl přijímá a kupuje. Nabyvatel zaplatí Převodci Kupní cenu za Podíl v souladu s ustanoveními Rámcové smlouvy.</p> | <p>Acquirer accepts and acquires the Share from the Transferor. The Acquirer shall pay the Purchase Price for the Share to the Transferor in accordance with the provision of the Framework Agreement.</p> |
| <p>2.2. Pro odstranění veškerých pochybností se konstatuje, že okamžikem účinnosti této Smlouvy se Nabyvatel stane vlastníkem Podílu.</p> | <p>2.2. To avoid any doubt, it is stated that the Acquirer will become the owner of the Share once this Agreement enters into effect.</p> |
| <p>2.3. Nabyvatel tímto prohlašuje, že přistupuje k zakladatelské listině Společnosti.</p> | <p>2.3. The Acquirer hereby declares that it accedes to the Foundation Deed of the Company.</p> |
| <p>2.4. Nabyvatel uděluje tímto ve smyslu ust. § 12 zákona č. 304/2013 Sb., o veřejných rejstřících právnických a fyzických osob a o evidenci svěřenských fondů, v platném znění, souhlas se zápisem své osoby, jako společníka Společnosti, do obchodního rejstříku.</p> | <p>2.4. In the sense of Section 12 of Act No. 304/2013 Coll., on public registers of legal and natural persons, the Acquirer agrees to being registered as a shareholder of the Company in the Commercial Register</p> |
| <p>2.5. Smluvní strany sjednávají, že další prohlášení a záruky jsou dány v rozsahu a za podmínek určených v Rámcové smlouvě.</p> | <p>2.5. The Parties agree that further representations and warranties are made within the scope and under the terms and conditions stipulated in the Framework Agreement.</p> |
| <p>3. PRÁVA A POVINNOSTI SMLUVNÍCH STRAN</p> | <p>3. RIGHTS AND OBLIGATIONS OF THE PARTIES</p> |
| <p>3.1. Smluvní strany sjednávají, že způsob vypořádání Kupní ceny a její úprava je stanovena a řídí se podmínkami určenými v Rámcové smlouvě, stejně tak i další práva a povinnosti Smluvních stran.</p> | <p>3.1. The Parties agree that the manner of settlement of the Purchase Price and its adjustment are set and governed by the terms and conditions stipulated in the Framework Agreement, as well as other rights and obligations of the Parties.</p> |
| <p>4. SPOLEČNÁ A ZÁVĚREČNÁ USTANOVENÍ</p> | <p>4. JOINT AND FINAL PROVISIONS</p> |
| <p>4.1. Smluvní strany sjednávají, že Smlouva nabývá platnosti a</p> | <p>4.1. The Parties agree that this Agreement enters into force and</p> |

- účinnosti dnem jejího podpisu Smluvními stranami.
- 4.2. Smlouva se řídí právem České republiky.
- 4.3. Smluvní strany výslovně souhlasí s návrhem zápisu změn do obchodního rejstříku, jenž bude podán navrhovatelem, tj. předmětnou Společností, a jehož obsahem bude návrh na zápis změn zapisovaných do obchodního rejstříku ke Společnosti týkající se změn dle této Smlouvy. Zápis změn do obchodního rejstříku dle této Smlouvy může být proveden i prostřednictvím notáře.
- 4.4. V případě, že některé ustanovení Smlouvy je nebo se stane neplatné či neúčinné, zůstávají ostatní ustanovení Smlouvy platná a účinná. Smluvní strany se zavazují nahradit neplatné či neúčinné ustanovení Smlouvy ustanovením jiným, platným a účinným, které svým obsahem a smyslem odpovídá nejlépe obsahu a smyslu ustanovení původního.
- 4.5. Smluvní strany sjednávají, že Smlouva je sepsána ve čtyřech stejnopisech, přičemž Převodce a Nabyvatel obdrží každý jeden stejnopis, jeden stejnopis náleží rejstříkovému soudu potažmo notáři, který provede přímý zápis změn do obchodního rejstříku, a jeden stejnopis náleží Společnosti. Všechny stejnopisy mají platnost originálu.
- 4.6. Smluvní strany sjednávají, že změnit Smlouvu podle § 1901 občanského zákoníku nebo zrušit Smlouvu podle § 1981 občanského
- effect on the date of its execution by the Parties.
- 4.2. Agreement is governed by the law of the Czech Republic.
- 4.3. The Parties expressly approve the application for registration of the changes in the Commercial Register, which shall be submitted by the applicant, i.e. the Company, and will comprise an application for registration of the changes to be registered in the Commercial Register for the Company with regard to the changes hereunder. The registration of changes in the Commercial Register pursuant to this Agreement may be also made by the notary.
- 4.4. In case of any provision of Agreement is or shall be invalid or ineffective, the other provisions of this Agreement remain valid and effective. The Parties undertake to substitute the invalid or ineffective provision of the Agreement by a new valid and effective provision. The content and meaning of the new provision best corresponds to the content and meaning of the original provision.
- 4.5. The Parties agree that this Agreement is executed in four counterparts, where Transferor and Acquirer shall each obtain one counterpart, one counterpart is intended for the registry court, or for the notary, to make a direct entry of the changes in the Commercial Register and one counterpart is intended for the Company. All the counterparts are valid as originals.
- 4.6. The Parties agree that the Agreement may be amended under Section 1901 of the Civil Code or cancelled under Section 1981 of the

zákoníku je možné výlučně prostřednictvím dohody Smluvních stran uzavřené v písemné formě.

4.7. Tato Smlouva je vyhotovena v českém a anglickém jazyce, v případě rozporu mezi jazykovými verzemi této Smlouvy má přednost česká verze.

Civil Code exclusively by means of a written agreement of the Parties.

4.7. This Agreement is executed in the Czech and English languages; in case of variance between the language versions hereof, the Czech version shall prevail.

V Praze dne _____ / In Prague, on _____

Převodce / Transferor

(úředně ověřený podpis) / (officially authenticated signature)

Nabyvatel/ Acquirer

(úředně ověřený podpis) / (officially authenticated signature)

Společnost Retail Park Mikulov s.r.o., IČO: 275 68 261, se sídlem Vinařská 460/3, Pisárky, 603 00 Brno, zapsané v obchodním rejstříku vedeném Krajským soudem v Brně, sp. zn. C 110346 zastoupená Petrem Kuběnou, jednatelem, tímto potvrzuje doručení jednoho vyhotovení této řádně podepsané smlouvy o převodu podílu uzavřené mezi Převodcem a Nabyvatelem.

Retail Park Mikulov s.r.o., Id. No. 275 68 261, with its registered office at Vinařská 460/3, Pisárky, 603 00 Brno, registered in the Commercial Register maintained by the Regional Court in Brno, File. No. C 110346, represented by Petr Kuběna, Executive, hereby confirms delivery of one counterpart of this duly executed Share Transfer Agreement entered into by and between the Transferor and the Acquirer.

V Praze dne _____ / In Prague, on _____

***Za/for Retail Park Mikulov s.r.o.**
Petr Kuběna
Jednatel/Executive
(obyčejný podpis/simple signature)*

Příloha 3.5.ii) d
–
Vzor Prohlášení Banky

Annex 3.5.ii) d
–
model Bank Declaration



CG05200710D8

Palasino Group, a.s.
se sídlem: č.p. 64, 345 32 Česká Kubice
IČO: 64358267
(„Zástavní dlužník“)

Potvrzení o zániku zástavních práv k podílu

Československá obchodní banka, a. s.

se sídlem: Radlická 333/150, 150 57 Praha 5
IČO: 00001350
zapsaná v obchodním rejstříku vedeném Městským soudem v Praze, spis. zn. BXXXXVI 46
(„Zástavní věřitel“)
za Zástavního věřitele: Anežka Pavelková, korporátní bankéř
Jana Vojancová, specialista pro korporátní úvěry
Pobočka: Pobočka pro korporátní klientelu - Praha II, Radlická 333/150, 150 57,
Praha 5

- 1) Zástavní věřitel:
 - a) Smlouvou o zřízení zástavního práva k podílu č. 2019009181 uzavřenou mezi Zástavním věřitelem a zástavcem DRFG Real Estate s.r.o., se sídlem Holandská 878/2, Štýřice, 63900 Brno, IČO 03768775 („Zástavce 1“) dne 27.6.2019 („Smlouva 1“) k zajištění existujících, budoucích a podmíněných peněžitých dluhů a jejich příslušenství uvedených v Článku I. Smlouvy 1 („Zajišťované dluhy 1“) a
 - b) Smlouvou o zřízení zástavního práva k podílu č. 2022003371 uzavřenou mezi Zástavním věřitelem a zástavcem CZECH REAL ESTATE INVESTMENT FUND, se sídlem FL-9487 Bendern, Haus Atzig, Industriestrasse 2, Lichtenštejnské knížectví, reg.e. FL-0002.504.997-2 („Zástavce 2“) dne 27.6.2019 („Smlouva 2“) k zajištění existujících, budoucích a podmíněných peněžitých dluhů a jejich příslušenství uvedených v Článku I. Smlouvy 2 („Zajišťované dluhy 2“)

přijal do zástavy podíl Zástavce 1, resp. Zástavce 2, ve společnosti Retail Park Mikulov s.r.o., se sídlem: Vinařská 460/3, 60300 Brno - Pisárky, Česká republika, IČO: 27568261 („Společnost“), ve výši 100 %, jemuž odpovídá vklad ve výši 200 000 Kč („Předmět zástavy“).
- 2) Zástavní právo k Předmětu zástavy vzniklo:
 - a) na základě Smlouvy 1 dne 20.7.2019 zápisem do obchodního rejstříku vedeného Krajským soudem v Brně a
 - b) na základě Smlouvy 2 dne 22.4.2022 zápisem do obchodního rejstříku vedeného Krajským soudem v Brně.
- 3) Zástavní věřitel potvrzuje ve smyslu § 1376 zákona č. 89/2012 Sb., občanský zákoník, v platném znění („Občanský zákoník“), že:
 - a) dne 31.3.2022 splacením zanikly Zajišťované dluhy 1, resp. nedošlo k jejich vzniku, a
 - b) dne 29.2.2024 splacením zanikly Zajišťované dluhy 2, resp. nedošlo k jejich vzniku.
- 4) Zánikem Zajišťovaných dluhů 1 a Zajišťovaných dluhů 2 zanikla zástavní práva k Předmětu zástavy.
- 5) Potvrzení se vydává Zástavnímu dlužníkovi a slouží jako podklad pro podání návrhu na výmaz zástavního práva příslušnému rejstříkovému soudu.

[podpisy následují na další stránce]

V Praze dne

Československá obchodní banka, a. s.
Anežka Pavelková, korporátní bankéř
Jana Vojancová, specialista pro korporátní
úvěry

Zástavní věřitel

Úřední ověření podpisů:

Na vědomí:
Dlužník
Retail Park Míkulov s.r.o.



CG0400071L9Y

Katastrální úřad pro Jihomoravský kraj
Katastrální pracoviště Břeclav
Sady 28.října 720/16
69002 Břeclav
vyřizuje: Anežka Pavelková
telefon: 603 800 419

Prohlášení zástavního věřitele o vzdání se zástavního práva -- k V-8118/2022-704

Československá obchodní banka, a. s.

se sídlem: Radlická 333/150, 150 57 Praha 5

IČO: 00001350

zapsaná v obchodním rejstříku vedeném Městským soudem v Praze, spis. zn. BXXXVI 46

(„Zástavní věřitel“)

za Zástavního věřitele: Anežka Pavelková, korporátní bankéř

Jana Vojancová, specialista pro korporátní úvěry

Pobočka: Pobočka pro korporátní klientelu - Praha II, Radlická 333/150, 150 57,
Praha 5

1) Zástavní věřitel Smlouvou o zřízení zástavního práva k nemovitostem č. 2022014853 uzavřenou dne 21.12.2022 („Smlouva“) k zajištění existujících, budoucích a podmíněných peněžitých dluhů a jejich příslušenství uvedených v Článku I. Smlouvy („Zajišťované dluhy“), a to:

- dluhů vyplývajících ze Smlouvy o úvěru č. 2022002838 ve znění případných dodatků, uzavřené dne 24.3.2022 ve výši jistiny 3 055 000 EUR a jejich příslušenství („Finanční dokumentace 1“),
- budoucích dluhů do výše jistiny 560 000 EUR a jejich příslušenství, které budou vznikat nejpozději do 31.3.2042 (i) z Rámcové smlouvy č. 1022/17/15033 ve znění případných dodatků, uzavřené dne 26.6.2017, a (ii) ze smluv-transakcí na finančním trhu, uzavíraných v souladu s výše uvedenou smlouvou („Finanční dokumentace 2“),
- dluhů vyplývajících ze Smlouvy o úvěru č. 2022002861 ve znění případných dodatků, uzavřené dne 24.3.2022 ve výši jistiny 6 900 000 EUR a jejich příslušenství („Finanční dokumentace 3“),
- budoucích dluhů do výše jistiny 1 262 000 EUR a jejich příslušenství, které budou vznikat nejpozději do 31.3.2042 (i) z Rámcové smlouvy č. 1132/17/15232 ve znění případných dodatků, uzavřené dne 26.6.2017 a (ii) ze smluv-transakcí na finančním trhu, uzavíraných v souladu s výše uvedenou smlouvou („Finanční dokumentace 4“),

(Finanční dokumentace 1, Finanční dokumentace 2, Finanční dokumentace 3 a Finanční dokumentace 4 společně dále též „Finanční dokumentace“),

- dluhů existujících, budoucích a podmíněných uvedených pod písm. b) až d) v Článku I. Smlouvy, které budou vznikat do 31.3.2042 a byly zajištěny do částky:
 - 3 055 000 EUR v případě Finanční dokumentace 1,
 - 560 000 EUR v případě Finanční dokumentace 2,
 - 6 900 000 EUR v případě Finanční dokumentace 3,
 - 1 262 000 EUR v případě Finanční dokumentace 4,

přijal do zástavy následující nemovitosti zapsané v katastru nemovitostí u Katastrálního úřadu pro Jihomoravský kraj - katastrální pracoviště Břeclav, pro katastrální území Mikulov na Moravě, na listu vlastnictví č. 2845:

- pozemek parc. č. 3032/8
- pozemek parc. č. 3032/9
- pozemek parc. č. 3032/10
- pozemek parc. č. 3032/11, jehož součástí je stavba: Mikulov, č.p. 1794
- pozemek parc. č. 3032/12
- pozemek parc. č. 3032/13

- pozemek parc. č. 3032/14
 - pozemek parc. č. 3370/13
 - pozemek parc. č. 3370/14
 - pozemek parc. č. 3370/15
 - pozemek parc. č. 3370/16
 - pozemek parc. č. 3370/17
 - pozemek parc. č. 3370/23
 - pozemek parc. č. 5006/181
- („Předmět zástavy“).
- 2) Vklad zástavního práva k Předmětu zástavy byl povolen rozhodnutím katastrálního úřadu pod č.j. V-8118/2022-704 s právními účinky ke dni 30.12.2022.
 - 3) Zástavní věřitel se k dnešnímu dni ve smyslu § 1377 odst. 1 písm. b), zákona č. 89/2012 Sb., občanský zákoník, v platném znění vzdává zástavního práva zřízeného k zajištění Zajišťovaných dluhů existujících, budoucích a podmíněných. Vzdáním se zástavního práva Zástavním věřitelem zaniklo zástavní právo vložené do katastru nemovitostí ve prospěch Zástavního věřitele pod č.j. V-8118/2022-704.
 - 4) Potvrzení se vydává k provedení výmazu výše uvedeného zástavního práva k Předmětu zástavy.
 - 5) Pověření a podpisové vzory pracovníků Zástavního věřitele pověřených se podepisovat za Zástavního věřitele jsou přiloženy.

V Praze dne

Československá obchodní banka, a. s.
Anežka Pavelková, korporátní bankéř
Jana Vojancová, specialista pro korporátní úvěry

Zástavní věřitel

Zástavní věřitel potvrzuje, že toto Prohlášení o vzdání se zástavního práva bylo doručeno zástavnímu dlužníku před podáním návrhu na vklad výmazu zástavního práva.

V Praze dne

Československá obchodní banka, a. s.
Anežka Pavelková, korporátní bankéř
Jana Vojancová, specialista pro korporátní úvěry

Zástavní věřitel



CG0390071L85

Katastrální úřad pro Jihomoravský kraj
Katastrální pracoviště Břeclav
Sady 28.října 720/16
69002 Břeclav
vyřizuje: Anežka Pavelková
telefon: 603 800 419

Prohlášení zástavního věřitele o vzdání se zástavního práva – k V-2114/2022-704

Československá obchodní banka, a. s.

se sídlem: Radlická 333/150, 150 57 Praha 5

IČO: 00001350

zapsaná v obchodním rejstříku vedeném Městským soudem v Praze, spis. zn. BXXXVI 46

(„Zástavní věřitel“)

za Zástavního věřitele: Anežka Pavelková, korporátní bankéř
Jana Vojancová, specialista pro korporátní úvěry

Pobočka: Pobočka pro korporátní klientelu - Praha II, Radlická 333/150, 150 57,
Praha 5

- 1) Zástavní věřitel Smlouvou o zřízení zástavního práva k nemovitostem č. 2022003031 uzavřenou dne 24.3.2022 („Smlouva“) k zajištění existujících, budoucích a podmíněných peněžitých dluhů a jejich příslušenství uvedených v Článku I. Smlouvy („Zajišťované dluhy“), a to:
 - dluhů vyplývajících ze Smlouvy o úvěru č. 2022003030 ve znění případných dodatků, uzavřené dne 24.3.2022 ve výši jistiny 18 800 000 Kč a jejich příslušenství („Finanční dokumentace“),
 - dluhů existujících, budoucích a podmíněných uvedených pod písm. b) až d) v Článku I. Smlouvy, které budou vznikat do 31.3.2042 a byly zajištěny do částky 18 800 000 Kč,přijal do zástavy následující nemovitosti zapsané v katastru nemovitostí u Katastrálního úřadu pro Jihomoravský kraj - katastrální pracoviště Břeclav, pro katastrální území Mikulov na Moravě, na listu vlastnictví č. 2845:
 - pozemek parc. č. 3032/8
 - pozemek parc. č. 3032/9
 - pozemek parc. č. 3032/10
 - pozemek parc. č. 3032/11, jehož součástí je stavba: Mikulov, č.p. 1794
 - pozemek parc. č. 3032/12
 - pozemek parc. č. 3032/13
 - pozemek parc. č. 3032/14
 - pozemek parc. č. 3370/13
 - pozemek parc. č. 3370/14
 - pozemek parc. č. 3370/15
 - pozemek parc. č. 3370/16
 - pozemek parc. č. 3370/17
 - pozemek parc. č. 3370/23
 - pozemek parc. č. 5006/181(„Předmět zástavy“).
- 2) Vklad zástavního práva k Předmětu zástavy byl povolen rozhodnutím katastrálního úřadu pod č.j. V-2114/2022-704 s právními účinky ke dni 28.3.2022.
- 3) Zástavní věřitel se k dnešnímu dni ve smyslu § 1377 odst. 1 písm. b), zákona č. 89/2012 Sb., občanský zákoník, v platném znění vzdává zástavního práva zřízeného k zajištění Zajišťovaných dluhů existujících, budoucích a podmíněných. Vzdáním se zástavního práva Zástavním věřitelem zaniklo zástavní právo vložené do katastru nemovitostí ve prospěch Zástavního věřitele pod č.j. V-2114/2022-704.
- 4) Potvrzení se vydává k provedení výmazu výše uvedeného zástavního práva k Předmětu zástavy.

- 5) Pověření a podpisové vzory pracovníků Zástavního věřitele pověřených se podepisovat za Zástavního věřitele jsou přiloženy.

V Praze dne

Československá obchodní banka, a. s.
Anežka Pavelková, korporátní bankéř
Jana Vojancová, specialista pro korporátní
úvěry

Zástavní věřitel

Zástavní věřitel potvrzuje, že toto Prohlášení o vzdání se zástavního práva bylo doručeno zástavnímu dlužníku před podáním návrhu na vklad výmazu zástavního práva.

V Praze dne

Československá obchodní banka, a. s.
Anežka Pavelková, korporátní bankéř
Jana Vojancová, specialista pro korporátní
úvěry

Zástavní věřitel



CG0380071L73

Katastrální úřad pro Jihomoravský kraj
Katastrální pracoviště Břeclav
Sady 28.října 720/16
69002 Břeclav

vyřizuje: Anežka Pavelková
telefon: 603 800 419

Prohlášení zástavního věřitele o vzdání se zástavního práva k V-4308/2019-704

Československá obchodní banka, a. s.

se sídlem: Radlická 333/150, 150 57 Praha 5

IČO: 00001350

zapsaná v obchodním rejstříku vedeném Městským soudem v Praze, spis. zn. BXXXVI 46

(„Zástavní věřitel“)

za Zástavního věřitele: Anežka Pavelková, korporátní bankéř
Jana Vojancová, specialista pro korporátní úvěry

Pobočka: Pobočka pro korporátní klientelu - Praha II, Radlická 333/150, 150 57,
Praha 5

- 1) Zástavní věřitel Smlouvou o zřízení zástavního práva k nemovitostem č. 2019009177 uzavřenou dne 27.6.2019 („Smlouva“) k zajištění existujících, budoucích a podmíněných peněžitých dluhů a jejich příslušenství uvedených v Článku I. Smlouvy („Zajišťované dluhy“), a to:
 - dluhů vyplývajících ze Smlouvy o úvěru č. 2019009175 ve znění případných dodatků, uzavřené dne 27.6.2019 ve výši jistiny 20 000 000 Kč a jejich příslušenství,
 - budoucích dluhů do výše jistiny 500 000 Kč a jejich příslušenství, které budou vznikat nejpozději do 30.6.2039 (i) z Rámcové smlouvy č. 2019009176 ve znění případných dodatků, uzavřené dne 27.6.2019, a (ii) ze smluv a/nebo transakcí uzavíraných na základě výše uvedené smlouvy
 - („Finanční dokumentace“),
 - dluhů existujících, budoucích a podmíněných uvedených pod písm. b) až d) v Článku I. Smlouvy, které budou vznikat do 30.6.2039 a byly zajištěny do částky 20 500 000 Kč,
- přijal do zástavy následující nemovitosti zapsané v katastru nemovitostí u Katastrálního úřadu pro Jihomoravský kraj - katastrální pracoviště Břeclav, pro katastrální území Mikulov na Moravě, na listu vlastnictví č. 2485:
- pozemek - parc. č. 3032/8
 - pozemek - parc. č. 3032/9
 - pozemek - parc. č. 3032/10
 - pozemek - parc. č. 3032/11, jehož součástí je stavba: Mikulov, č.p. 1794
 - pozemek - parc. č. 3032/12
 - pozemek - parc. č. 3032/13
 - pozemek - parc. č. 3032/14
 - pozemek - parc. č. 3370/13
 - pozemek - parc. č. 3370/14
 - pozemek - parc. č. 3370/15
 - pozemek - parc. č. 3370/16
 - pozemek - parc. č. 3370/17
 - pozemek - parc. č. 3370/23
 - pozemek - parc. č. 5006/181
- („Předmět zástavy“).
- 2) Vklad zástavního práva k Předmětu zástavy byl povolen rozhodnutím katastrálního úřadu pod č.j. V-4308/2019-704 s právními účinky ke dni 28.6.2019.
- 3) Zástavní věřitel se k dnešnímu dni ve smyslu § 1377 odst. 1 písm. b), zákona č. 89/2012 Sb., občanský zákoník, v platném znění vzdává zástavního práva zřízeného k zajištění Zajišťovaných

dluhů existujících, budoucích a podmíněných. Vzdáním se zástavního práva Zástavním věřitelem zaniklo zástavní právo vložené do katastru nemovitostí ve prospěch Zástavního věřitele pod č.j. V-4308/2019-704.

- 4) Potvrzení se vydává k provedení výmazu výše uvedeného zástavního práva k Předmětu zástavy.
- 5) Pověření a podpisové vzory pracovníků Zástavního věřitele pověřených se podepisovat za Zástavního věřitele jsou přiloženy.

V Praze dne

Československá obchodní banka, a. s.
Anežka Pavelková, korporátní bankéř
Jana Vojancová, specialista pro korporátní
úvěry

Zástavní věřitel

Zástavní věřitel potvrzuje, že toto Prohlášení o vzdání se zástavního práva bylo doručeno zástavnímu dlužníku před podáním návrhu na vklad výmazu zástavního práva.

V Praze dne

Československá obchodní banka, a. s.
Anežka Pavelková, korporátní bankéř
Jana Vojancová, specialista pro korporátní
úvěry

Zástavní věřitel

Příloha 3.7
—
Vzor Odstoupení

Annex 3.7
—
model Withdrawal

ODSTOUPENÍ OD SMLOUVY

CAIAC Fund Management AG

registrační číslo: FL-0002.227.513-0

se sídlem Bendern, Haus Atzig, Industriestrasse 2, PSČ 9487, Lichtenštejnské knížectví

jakožto správce podílového fondu, jednající na účet:

CZECH REAL ESTATE INVESTMENT FUND

registrační číslo: FL-0002.504.997-2

se sídlem FL-9487 Bendern, Haus Atzig, Industriestrasse 2, Lichtenštejnské knížectví

V _____ dne _____

Věc: Odstoupení od smlouvy o převodu podílu

Vážení,

Vaše společnost jako převodce (dále jako „Převodce“) a naše společnost **Palasino Group, a.s.**, IČO: 643 58 267, se sídlem č.p. 64, 345 32 Česká Kubice, zapsaná v obchodním rejstříku u Krajského soudu v Plzni, pod sp. zn. B 492 jako nabyvatel (dále jako „Nabyvatel“) spolu dne 27. února 2024 uzavřely smlouvu o převodu podílu (dále jako „Smlouva“) ve společnosti **Retail Park Mikulov s.r.o.**, IČO: 275 68 261, se sídlem Vinařská 460/3, Pisárky, 603 00 Brno, zapsané v obchodním rejstříku vedeném Krajským soudem v Brně, sp. zn. C 110346 (dále jako „Společnost“).

Nabyvatel tímto odstupuje od Smlouvy z důvodů uvedených v odst. 3.7 Smlouvy.

Nabyvatel

Převodce potvrzuje, že mu bylo doručeno toto odstoupení od Smlouvy. Pro odstranění pochybností, Převodce tímto nepotvrzuje oprávněnost odstoupení, pouze potvrzuje převzetí tohoto dokumentu.

V _____ dne _____

Převodce

ODSTOUPENÍ OD SMLOUVY

Palasino Group, a.s.

IČO: 643 58 267

č.p. 64, 345 32 Česká Kubice

V _____ dne _____

Věc: Odstoupení od smlouvy o převodu podílu

Vážení,

Vaše společnost jako nabyvatel (dále jako „**Nabyvatel**“) a naše společnost **CAIAC Fund Management AG** registrační číslo: FL-0002.227.513-0, se sídlem Bendern, Haus Atzig, Industriestrasse 2, PSC 9487, Lichtenštejnské knížectví, jakožto správce podílového fondu, jednající na účet: **CZECH REAL ESTATE INVESTMENT FUND**, registrační číslo: FL-0002.504.997-2, se sídlem FL-9487 Bendern, Haus Atzig, Industriestrasse 2, Lichtenštejnské knížectví jako převodce (dále jako „**Převodce**“) spolu dne 27. února 2024 uzavřely smlouvu o převodu podílu (dále jako „**Smlouva**“) ve společnosti **Retail Park Mikulov s.r.o.**, IČO: 275 68 261, se sídlem Vinařská 460/3, Pisárky, 603 00 Brno, zapsané v obchodním rejstříku vedeném Krajským soudem v Brně, sp. zn. C 110346 (dále jako „**Společnost**“).

Převodce tímto odstupuje od Smlouvy z důvodů uvedených v odst. 3.7. Smlouvy.

Převodce

Nabyvatel potvrzuje, že mu bylo doručeno toto odstoupení od Smlouvy. Pro odstranění pochybností, Nabyvatel tímto nepotvrzuje oprávněnost odstoupení, pouze potvrzuje převzetí tohoto dokumentu.

V _____ dne _____

Nabyvatel

Příloha 3.9
—
Vzor Odstoupení

Annex 3.9
—
model Withdrawal

ODSTOUPENÍ OD SMLOUVY

CAIAC Fund Management AG

registrační číslo: FL-0002.227.513-0

se sídlem Bendern, Haus Atzig, Industriestrasse 2, PSČ 9487, Lichtenštejnské knížectví

jakožto správce podílového fondu, jednající na účet:

CZECH REAL ESTATE INVESTMENT FUND

registrační číslo: FL-0002.504.997-2

se sídlem FL-9487 Bendern, Haus Atzig, Industriestrasse 2, Lichtenštejnské knížectví

V _____ dne _____

Věc: Odstoupení od smlouvy o převodu podílu

Vážení,

Vaše společnost jako převodce (dále jako „**Převodce**“) a naše společnost **Palasino Group, a.s.**, IČO: 643 58 267, se sídlem č.p. 64, 345 32 Česká Kubice, zapsaná v obchodním rejstříku u Krajského soudu v Plzni, pod sp. zn. B 492 jako nabyvatel (dále jako „**Nabyvatel**“) spolu dne 27. února 2024 uzavřely smlouvu o převodu podílu (dále jako „**Smlouva**“) ve společnosti **Retail Park Mikulov s.r.o.**, IČO: 275 68 261, se sídlem Vinařská 460/3, Pisárky, 603 00 Brno, zapsané v obchodním rejstříku vedeném Krajským soudem v Brně, sp. zn. C 110346 (dále jako „**Společnost**“).

Nabyvatel tímto odstupuje od Smlouvy z důvodů uvedených v odst. 3.9. Smlouvy, kdy nedošlo k výmazu zástavních práv váznoucích na podílu Společnosti a nemovitostech ve vlastnictví Společnosti ve prospěch Československá obchodní banka, a.s., IČO: 000 01 350, se sídlem Praha 5, Radlická 333/150, PSČ 150 57.

Nabyvatel

Převodce potvrzuje, že mu bylo doručeno toto odstoupení od Smlouvy. Pro odstranění pochybností, Převodce tímto nepotvrzuje oprávněnost odstoupení, pouze potvrzuje převzetí tohoto dokumentu.

V _____ dne _____

Převodce

Příloha 5.3.b) i)

-
Dohoda o vzdání se nároků

Annex 5.3.b) i)

-
Waiver Agreement

Dohoda o vzdání se nároků

(dále jen „Dohoda“)

Retail Park Mikulov s.r.o., se sídlem Vinařská 460/3, Pisárky, 603 00 Brno, IČO: 275 68 261, zapsaná v obchodním rejstříku vedeném Krajským soudem v Brně, sp. zn. C 110346, zastoupená xxxxx (nový jednatel)

(dále jen „Společnost“),

a

Petr Kuběna, nar. 10. března 1962, bytem č.p. 44, 696 48 Skalka

(dále jen „Jednatel A“),

a

Angelika Houdková, nar. 20. prosince 1966, bytem Klikatá 182/29, Jinonice, 158 00 Praha 5

(dále jen „Jednatel B“),

(Jednatel A a Jednatel B dále společně jako „Členové orgánu“, Členové orgánu a Společnost dále společně jako „Smluvní strany“)

Článek I.

Úvodní ustanovení

1. Jednatel A působil jako jednatel Společnosti ode dne 6. prosince 2018 a Jednatel B působil jako jednatel Společnosti od 3. února 2021 až do svého odvolání, přičemž každý z Členů orgánu byl oprávněn zastupovat Společnost samostatně.
2. Smluvní strany mají v souvislosti s odvoláním Členů orgánu z funkce jednatelů Společnosti zájem vzájemně vypořádat veškeré své případné závazky související s výkonem funkce jednatelů Společnosti ze strany Členů orgánu.

Článek II.

Prohlášení o neexistenci nároků

Smluvní strany v souvislosti s odvoláním Členů orgánu z funkce jednatelů Společnosti, vzájemně, tj. Společnost vůči Členům orgánu a Členové orgánu vůči Společnosti, shodně prohlašují a potvrzují, že si v dobré víře nejsou vědomi žádných existujících ani budoucích práv, pohledávek či jiných nároků (dále jen „Nároky“) jakékoli povahy, které vznikly nebo mohly vzniknout v souvislosti s výkonem funkce jednatele ve Společnosti ze strany Členů orgánu a/nebo z důvodu jejího ukončení a/nebo z jiného důvodu, a nejsou si vědomi jakýchkoli skutečností, které by mohly vést ke vzniku takových Nároků kdykoliv v budoucnu.

Článek III.

Vzdání se případných nároků

V případě, že bez ohledu na výše uvedené

- a) jakékoli Nároky ke dni účinnosti této Dohody existují; a/nebo
- b) jakýchkoliv Nároků vzniknou po nabytí účinnosti této Dohody,

Smluvní strany se takových Nároků výslovně a neodvolatelně vzdávají a zavazují se takové Nároky po druhé Smluvní straně nevymáhat, a to vyjma Nároků z titulu (i) hrubé nedbalosti kterékoli Smluvní strany, (ii) úmyslného způsobení jakýchkoliv újmy a/nebo (iii) způsobení jakýchkoliv újmy v důsledku

trestného činu spáchaného kteroukoliv Smluvní stranou nebo za účastenství kterékoliv Smluvní strany. Pro vyloučení jakýchkoliv pochybností Členové orgánu každý samostatně prohlašují, že ve vztahu k jejich osobě nedošlo k tomu, že by smlouva o výkonu funkce jednatele ve Společnosti nebyla uzavřena z důvodů na straně Společnosti, z důvodů vyšší moci či jiné překážky vzniklé nezávisle na vůli příslušného Člena orgánu ani k naplnění jiné skutečnosti uvedené v první větě ust. § 59 odst. 4 zákona č. 90/2012 Sb., o obchodních korporacích, ve znění pozdějších předpisů.

Článek IV. Závěrečná ustanovení

1. Tato Dohoda se řídí českým právním řádem.
2. Tato Dohoda může být měněna nebo zrušena pouze písemně v listinné podobě a možnost jiných změn se tímto vylučuje; to platí i pro změny tohoto článku. E-mailová či jiná elektronická komunikace nebude pro tento účel považována za splnění písemné formy.
3. Tato Dohoda je vyhotovena a podepsána ve třech (3) vyhotoveních, z nichž jedno (1) vyhotovení obdrží Společnost, jedno (1) vyhotovení obdrží Jednatel A a jedno (1) vyhotovení obdrží Jednatel B.
4. V případě, že kterékoli ustanovení této Dohody je nebo se stane neplatným nebo neúčinným, potom neplatnost či neúčinnost takového ustanovení nemá a nebude mít vliv na platnost a účinnost ostatních ustanovení této Dohody, nestanoví-li zákon jinak. Bez zbytečného odkladu poté, co o kterémkoli ustanovení této Dohody bude Smluvními stranami uznáno nebo pravomocně rozhodnuto, že je neplatné nebo neúčinné, Smluvní strany se zavazují nahradit takové neplatné nebo neúčinné ustanovení Dohody novým ustanovením, které bude platné nebo účinné a bude nejlépe vyhovovat účelu této Dohody.
5. Smluvní strany prohlašují, že tato Dohoda je výsledkem vzájemného jednání Smluvních stran. Smluvní strany potvrzují, že měly skutečnou příležitost ovlivnit podmínky této Dohody.
6. Tato Dohoda nabývá platnosti a účinnosti dnem jejího podpisu Smluvními stranami.

[PODPISOVÁ STRANA NÁSLEDUJE]

[PODPISOVÁ STRANA]

NA DŮKAZ TOHO, že tato Dohoda byla sepsána na základě pravdivých informací a údajů za účelem v ní uvedeným, a to na základě svobodné a vážné vůle Smluvních stran, a dále že Smluvní strany s obsahem této Dohody souhlasí, rozumí jí a zavazují se k jejímu plnění, připojují své podpisy.

za **Retail Park Mikulov s.r.o.**

V Praze dne _____

Jméno: xxx

Funkce: jednatel

Jednatel A:

V Praze dne _____

Petr Kuběna

Jméno: xxx

Funkce: jednatel

Jednatel B:

V Praze dne _____

Angelika Houdková

Palasino Group, a.s., IČO 643 58 267, se sídlem č.p. 64, 345 32 Česká Kubice, zapsaná v obchodním rejstříku vedeném u Krajského soudu v Plzni, pod sp. zn. B 492, jakožto jediný společník Společnosti při výkonu působnosti valné hromady Společnosti uděluje souhlas s výše uvedeným prohlášením.

V Praze dne _____

Za Palasino Group, a.s.

Jméno: xxx

Funkce: xxx

Příloha 6.2. c)

–

Principy výpočtu Konečné kupní ceny, Návrh
konečné rozvahy a výpočet Předběžné kupní
ceny

Annex 6.2.c)

–

Principles of calculation of the Final Purchase
Price, draft Final Balance Sheet and the
calculation of the Preliminary Purchase Price,

**Příloha 6.2. c)
KUPNÍ CENA**

**Část 1 – VZOREC PRO VÝPOČET KUPNÍ
CENY**

Předběžná kupní cena i Konečná kupní cena za obchodní podíl ve Společnosti je počítána v korunách ("CZK") a je vypočítána následujícím způsobem:

$$KKC = TV + NAV - FZ$$

kde

KKC znamená Konečnou kupní cenu (případně Předběžnou kupní cenu);

TV znamená Hodnotu transakce, která byla stanovena ve fixní hodnotě 42,000,000 CZK;

NAV znamená Čisté jmění Společnosti vypočtené ke Dni realizace v souladu s ustanoveními v Části 2 níže;

FZ znamená Finanční závazky vůči Bance, pokud jsou, vyčíslené v potvrzení od Banky ke Dni realizace

Předběžná kupní cena bude vyčíslena na základě projektovaných údajů ke Dni realizace s tím, že dorovnání na Konečnou kupní cenu bude vyčísleno na základě údajů z mezitímní účetní závěrky Společnosti ke Dni realizace.

V případě, že by došlo v rámci definic k dvojímu zohlednění některé položky, tak výpočet Konečné kupní ceny (případně Předběžné kupní ceny) bude upraven tak, aby daná položka byla v Konečné kupní ceně (případně Předběžné kupní ceně) zohledněna pouze jednou. Veškeré výpočty budou provedené v Kč, přičemž pro přepočítání z/do EUR se použije kurz dle ČNB ke Dni realizace.

**Annex 6.2. c)
PURCHASE PRICE**

**Part 1 - FORMULA FOR THE PURCHASE PRICE
CALCULATION**

The Preliminary Purchase Price and the Final Purchase Price for a business share in the Company are calculated in crowns ("CZK") and are calculated as follows:

$$KKC = TV + NAV - FZ$$

where

KKC means Final Purchase Price (resp. Preliminary Purchase Price);

TV means the Value of the transaction, which was determined at a fixed value of CZK 42,000,000;

NAV means the Net Asset Value of the Company calculated as of the Realization Date in accordance with the provisions of Section 2 below;

FZ means Financial liabilities to the Bank, if any, quantified in the confirmation from the Bank as of the Realization Date

Preliminary Purchase Price will be based on the projected financial statements as at Realization Date and the settlement with the Final Purchase Price will be based on the interim Company's statements as of the Realization Date.

In the event that a certain item is taken into account twice within the definitions, the calculation of the Purchase Price (resp. Preliminary Purchase Price) will be adjusted so that the given item is taken into account only once in the Purchase Price (resp. Preliminary Purchase Price). All computations shall be presented in CZK, for conversion from/to EUR, an FX rate announced by the CNB as at the Realization Date shall be used.

Part 2 – Pravidla pro výpočet Čistého jmění

Čisté jmění se vypočítá na základě jednotlivých položek (projektované nebo mezitímní) účetní závěrky Společnosti ke Dni realizace. Tyto výkazy a účetní závěrky (včetně mezitímní sloužící k výpočtu Konečné kupní ceny) jsou připraveny v souladu s Akceptovanými účetními standardy.

Čisté jmění Společnosti je definováno jako výsledná pozice součtu následujících položek:

- + Pohledávky (Aktiva C.II.)
- + Peněžní prostředky (Aktiva C.IV.)
- + Časové rozlišení aktiv (Aktiva D.)
- Rezervy (Závazky B.)
- Dlouhodobé závazky (Závazky C.I.)
- Krátkodobé závazky (Závazky C.II.)
- Časové rozlišení pasiv (Závazky D.)

Při výpočtech Čistého jmění bude postupováno dle následujících pravidel (jejichž dopad bude zohledněn jako úpravy Čistého jmění mimo výkazy a účetní závěrky Společnosti):

1. Není stanoven žádný minimální limit materiality/významnosti.
2. Nepřihlíží se k dopadům kroků, které souvisí v Den realizace s převodem vlastnictví Společnosti jako takovým (například získání nového bankovního financování nebo jiného úvěru ze strany Kupujícího/Společnosti nebo třeba Title či Reps&Warranties Insurance uzavřené po Dni realizace a poplatky a náklady, které Společnosti s tímto vzniknou).
3. Bankovní úvěr poskytnutý Společnosti na základě Smlouvy o úvěru bude ve výpočtu Kupní ceny zohledněn ve výši ke Dni realizace uvedené v Souhlasu banky. Pro účely stanovení Předběžné kupní ceny byl použit odhad dle stavu v účetnictví ke Dni realizace
4. Pro účely přehlednosti výpočtu Kupní ceny, bankovní úvěr poskytnutý Společnosti na základě Smlouvy o úvěru (viz. bod 3) nebude součástí Čistého jmění a bude vykázán pod Finančními závazky („FZ“).
5. K dlouhodobému hmotnému majetku (včetně Nemovitostí) se nepřihlíží.
6. K jakýmkoliv pohledávkám Společnosti za společnostmi nebo jednotlivci, které jsou se Společností spřízněné, se při výpočtu Čistého

Part 2 - Rules for calculating Net Asset Value

The Net Asset Value is calculated on the basis of individual items (projected or interim) in the Company's statements as of the Realization Date. These statements and financial statements (including the interim ones used to calculate the Final Purchase Price) are prepared in accordance with Generally Accepted Accounting Principles.

The Company's Net Asset Value is defined as the resulting position of the sum of the following items:

- + Receivables (Assets C.II.)
- + Cash (Assets C.IV.)
- + Deferrals (Assets D.)
- Provisions (Liabilities B.)
- Long-term liabilities (Liabilities C.I.)
- Short-term liabilities (Liabilities C.II.)
- Accrued liabilities (Liabilities D.)

When calculating the Net Asset Value, the following rules will be followed (the impact of which will be taken into account as adjustments to the Net Asset Value outside the Company's financial statements):

1. There is no minimum materiality limit.
2. The effects of actions related to the Closing Day and the transfer of ownership of the Company as such are not taken into account (for example, obtaining new bank financing or other credit by the Acquiror / Company or Title or Reps & Warranties Insurance concluded after the Closing Day and fees and costs with this will arise).
3. A Bank loan provided to the Company on the basis of the Loan Agreement will be taken into account in the calculation of the Purchase Price in the amount as of the Realization Date specified in the Bank's Agreement. An estimate was used for the purpose of determining the Preliminary Purchase Price as at the Realization Day.
4. For the purposes of clarity of the calculation of the Purchase Price, a bank loan provided to the Company under the Loan Agreement (see Note 3) will not be part of the Net Asset Value and will be reported under Financial Liabilities (“FZ”).
5. Tangible fixed assets (including Real Estate) are not taken into account.
6. Any receivables of the Company from companies or individuals that are related to the Company are not taken into account in the calculation of the Net

jmění nepřihlíží.

7. Příjmy (resp. výnosy) z nájmu dle Nájemních smluv budou do výpočtu zahrnuty poměrně, na denní bázi (bude započtena poměrná část nájemného za období do Dne realizace).
8. Jakékoli časově rozlišené a nezaplacené nájemné, dodatečné nájemné a jiné pohledávky, které jsou ze strany nájemců dle Nájemních smluv nebo jiných dlužníků neuhrzeny za období před a včetně Dne realizace po splatnosti více než 90 dní ke Dni realizace a nebudou do data předložení výpočtu Konečné kupní ceny uhrazeny („Neuhrazené pohledávky“), budou považovány jako nedobytné a jejich hodnota v Čistém jmění bude zohledněna 100% opravnou položkou, a to pouze v případě, že Převodce při předložení Konečné kupní ceny nevyjádří zájem o postoupení vybraných Neuhrazených pohledávek. Pokud Převodce vyjádří zájem o postoupení Neuhrazených pohledávek, budou postoupeny za odměnu ve výši jejich nominální hodnoty a k takovým Neuhrazeným pohledávkám se nebude tvořit žádná opravná položka. Nabyvatel se zavazuje poskytnout veškerou součinnost jak při sledování výběru Neuhrazených pohledávek po Dni realizace, tak při případném procesu postoupení. Odměna dle smlouvy o postoupení bude splatná do 2 pracovních dnů od jejího uzavření. Pokud Převodce zmaří postoupení Neuhrazených pohledávek, nebo neuhradí včas odměnu za postoupené Neuhrazené pohledávky, zavazuje se uhradit Nabyvateli odškodnění ve výši odpovídající nominální hodnotě Neuhrazených pohledávek, ke kterým nebyly vytvořeny opravné položky.
9. Veškerá hotovost na účtech Společnosti ke Dni realizace bude zahrnuta do výpočtu Čistého jmění (a musí být porovnána se stavem na příslušném bankovním účtu).
10. Výpočet Čistého jmění nebude nijak zohledňovat příjmy příštích období vzniklé v souvislosti s časovým rozlišením slev či snížení nájemného pro účetní účely ("časové rozložení efektivního nájmu").
11. Čisté jmění bude zahrnovat závazky vůči nájemcům z titulu jistot (zajišťovacích kaucí/depozitů) a záloh (ledaže tyto jsou již zohledněny ve vyúčtování poplatků a služeb nájemcům – viz níže).

Asset Value.

7. Rental income (revenues) according to the Lease Agreements will be included in the calculation proportionally, on a daily basis (a proportional part of the rent for the period up to the Realization Date will be included.)
8. Any accrued and unpaid rent, additional rent and other receivables that are not paid by the lessees under the Leases or other debtors for the period before and including the Realization Date due more than 90 days as at the Realization Date and will not be paid by the date of submission of the Final Purchase Price calculation ("Unpaid Receivables") will be considered irrecoverable and their value in the Net Asset Value will be taken into account by a 100% provision, unless upon submission of the Final Purchase Price, the Seller shall not express interest in the assignment of selected Unpaid Receivables. If the Purchaser expresses an interest in the assignment of Unpaid Receivables, they will be assigned for a fee in the amount of their nominal value and no provision will be created for such Unpaid Receivables. The Seller undertakes to provide all co-operation both in monitoring the collection of Unpaid Receivables after the Execution Date and in any transfer process. Remuneration according to the assignment contract will be payable within 2 working days of its conclusion. If the Transferor cancels the assignment of Unpaid Receivables, or does not pay the remuneration for the assigned Unpaid Receivables in time, it undertakes to pay the Purchaser compensation in the amount corresponding to the nominal value of Unpaid Receivables for which no provisions have been made.
9. All cash on the Company's bank accounts on the Realization Date will be included in the calculation of the Net Asset Value (and must be compared with the balance in the relevant bank account).
10. The calculation of the Net Asset Value will in no way take into account deferred income incurred in connection with the accrual of discounts or reductions in rent for accounting purposes ("accrual of effective lease").
11. The Net Asset Value will include liabilities to tenants due to collateral (security deposits / deposits) and advances (unless these are already reflected in the accounting for fees and services to tenants - see above).

12. Pro vyloučení pochybností, odložené daňové pohledávky a odložené daňové závazky (budou-li vykázány v mezitímní účetní závěrce ke Dni realizace) budou vyloučeny z výpočtu Čistého jmění a nebudou zahrnuty do výpočtu Kupní ceny.
 13. Čisté jmění bude zohledňovat odhad daňové povinnosti k dani z příjmu v souladu s českými právními předpisy ke Dni realizace. Pro účely tohoto odhadu se daňové odpisy budou počítat na denní bázi.
 14. Čisté jmění bude zohledňovat vyúčtování poplatků za služby nebo jeho rozumný odhad ke Dni realizace a bude promítnuto do výpočtu Čistého jmění jako závazek nebo pohledávka (dle toho, jak to ve vztahu k platbám poplatků za služby ve vztahu k nájemcům vychází). Návrh vyúčtování bude zajištěn Převodcem, a to v souladu s nájemními smlouvami, smlouvami s dodavateli služeb a právními předpisy. Převodce předloží Nabyvateli vyúčtování poplatků za služby vě. Podkladů tomuto vyúčtování společně s výpočtem Konečné kupní ceny.
 15. V případech, kdy aktiva Společnosti byla poškozena nebo zničena před Dnem realizace a tato aktiva jsou pojištěna, bude v rámci závazků Společnosti stanovena částka pro takto nečerpané náklady na opětovné pořízení nebo opravu poškozených nebo zničených aktiv ke Dni realizace a v rámci pohledávek Společnosti bude stanovena částka odpovídající pohledávka za pojišťovnou na pojistné plnění, ovšem pouze do té míry, do jaké je škodná událost kryta odpovídajícím pojištěním a v částce, kterou příslušná pojišťovna z tohoto titulu Společnosti uznala.
 16. Tato příloha je vyhotovena v česko-anglickém znění. Smluvní strany se dohodly, že v případě jakýchkoli rozporů má přednost české znění.
12. For avoidance of doubts, deferred tax assets and deferred tax liabilities (if presented in financial statements) will be excluded from the calculation of the Net Asset Value and will not be included in the calculation of the Purchase Price.
 13. The Net Asset Value will take into account the estimated income tax liability at the Realization Date computed in line with tax legislation applicable as at the Date of Closing. For the purposes of this estimate, tax depreciation will be calculated on a daily basis.
 14. The Net Asset Value will take into account the accounting for service charges or a reasonable estimate thereof on the Realization Date and will be reflected in the calculation of the Net Asset Value as a liability or receivable (as it relates to service charge payments to tenants). The estimate will be prepared by the Seller and shall be prepared in line with lease agreements, contracts with suppliers and applicable legislation. The Seller shall submit the estimation to the Purchaser incl. Supporting this bill together with the calculation of the Final Purchase Price.
 15. In cases where the Company's assets were damaged or destroyed before the Realization Date and these assets are insured, the Company's liabilities will determine the amount for such undrawn costs for re-acquisition or repair of damaged or destroyed assets as of the Realization Date and the Company's receivables will be determined. determined the amount corresponding to the receivable from the insurance company for the insurance indemnity, but only to the extent that the loss event is covered by the corresponding insurance and in the amount that the relevant insurance company has recognized to the Company under this title.
 16. This Annex is prepared both in Czech and English language. The Parties have agreed that in the event of a dispute between language versions, the Czech version prevails.

Retail Park Mikulov s.r.o.
Předběžná kupní cena k 29/02/2024
Preliminary Purchase Price as at 29/02/2024

PP = TV + NAV - FL

1. Hodnota transakce / Transaction Value (TV)			PRELIMINARY
TV	Hodnota transakce	Transaction value	42 000 000

2. Komerční úpravy (KÚ)			
Komerční úpravy celkem			0

3. Čisté jmění dle FS / Net Asset Value based on FS (NAV FS)						
známénko	odkaz	Item	zdroj (FS)	zdroje (FS)		CZK
+	B	Peněžní prostředky	Aktiva C.IV.	Assets C.IV.		1 594 819
+	C	Pohledávky	Aktiva C.II.	Assets C.II.		7 226 095
+	D	Časové rozlišení aktiv	Aktiva D.	Assets D.		176 860
-	E	Rezervy	Závazky B.I.	Liabilities B.I.		-
-	F	Závazky	Závazky C.	Liabilities C.		(19 639 012)
-	G	Časové rozlišení pasiv	Závazky D.	Liabilities D.		(7 087)
Σ	*	Čisté jmění dle předběžných/finálních výkazů	NAV based on preliminary/final accounts			(10 648 325)

check

4. Úpravy čistého jmění / NAV adjustments						
známénko	odkaz	Item	zdroj (FS/TB)	zdroje (FS/TB)		CZK
+	F1	Aktuální výše závazku vůči Bance	Závazky C.I.2. and C.II.2.	Liabilities C.I.2. and C.II.2.		18 430 380
+	F2	Aktuální výše závazku vůči Společníkovi	Závazky C.I.9.1. and C.II.8.1.	Liabilities C.I.9.1. and C.II.8.1.		-
+	F3	Odloužená daň	TB - F3	TB - F3		(6 672 492)
Σ	**	Celkem Úpravy čistého jmění	NAV adjustments total			11 757 888

ΣΣ	(1 + 2 + 3)	Čisté jmění upravené (NAV)	Net Asset Value adjusted (NAV)			1 103 553
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5. Finanční závazky / Financial liabilities (FL)						
známénko	odkaz	Item	zdroj (FS)	zdroje (FS)		CZK
+	H1	Aktuální výše závazku vůči Bance (odpovídající na pay-off letter)	Existing Bank Pay Off Letter	Existing Bank Pay Off Letter		(18 430 380)
+	H2	Aktuální výše závazku vůči Společníkovi (odpovídající na pay-off letter)	Shareholder Loan Pay-Off Letter	Shareholder Loan Pay-Off Letter		-
Σ	**	FINANČNÍ ZÁVAZKY CELKEM	FINANCIAL LIABILITIES TOTAL			(18 430 380)

ΣΣ	(1 + 2 + 3 + 4)	KUPNÍ CENA ZA 100% OP / SHARE PURCHASE PRICE FOR 100% SHAREHOLDING				24 873 183
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Společnost:
ICO:
Sídlo:
Rozvahový den:

Company:
ID:
Registered office:
Balance sheet date:

Retail Park Mikulov s.r.o.
29/02/2024

Označ	AKTIVA		Assest	řad.	Běžné účetní období		
	a	b			Brutto 1	Korekce 2	Netto 3
	AKTIVA CELKEM		TOTAL ASSETS	078	8 821	-36 774	49 556
A	Pohledávky za upravený základní kapitál		Receivables for subscribed registered capital	007			
A.1	Dlouhodobý majetek		Fixed assets	008	77 334	-36 774	40 561
B.1	Nemovité věci, výzkum a vývoj		Research and development	009			
B.1.1	Ochranná práva		Intellectual property rights	009			
B.1.2	Softwar		Software	007			
B.1.2.1	Ochranné právo		Other intellectual property rights	008			
B.1.3	Goodwill		Goodwill	009			
B.1.4	Ostatní dlouhodobý nematný majetek		Other intangible fixed assets	010			
B.1.5	Překýnuté zálohy na dlouhodobý nematný majetek a neseznaný dlouhodobý nematný majetek		Advance payments for intangible fixed assets and intangible fixed assets under construction	011			
B.1.5.1	Překýnuté zálohy na dlouhodobý nematný majetek		Advance payments for intangible fixed assets	012			
B.1.5.2	Nadokolený dlouhodobý nematný majetek		Intangible fixed assets under construction	013			
B.1.5.2.1	Dlouhodobý hmotný majetek		Tangible fixed assets	014	77 334	-36 774	40 561
B.1.5.2.2	Pozemky a stavby		Land and buildings	015	77 302	-36 774	40 528
B.1.5.2.3	Pozemky		Land	016	6 527	-2 614	4 013
B.1.5.2.4	Stavby		Buildings	017	70 775	-34 260	36 515
B.1.5.2.5	Hmotná movitá věc a její část		Plant and equipment	018			
B.1.5.2.6	Dokladovací prostředky k nematnému majetku		Adjustments to acquired fixed assets	019			
B.1.5.2.7	Ostatní dlouhodobý hmotný majetek		Other tangible fixed assets	020			
B.1.5.2.8	Překýnuté částky trvalých porostů		Cultivated areas	021			
B.1.5.2.9	Ostatní zvířata a jejich skupiny		Adult livestock	022			
B.1.5.2.10	Jiné dlouhodobý hmotný majetek		Other tangible fixed assets	023			
B.1.5.2.11	Překýnuté zálohy na dlouhodobý hmotný majetek a nadokolený dlouhodobý hmotný majetek		Advance payments for tangible fixed assets and tangible fixed assets under construction	024	33		33
B.1.5.2.12	Překýnuté zálohy na dlouhodobý hmotný majetek		Advance payments for tangible fixed assets	025			
B.1.5.2.13	Nadokolený dlouhodobý hmotný majetek		Tangible fixed assets under construction	026	33		33
B.1.5.2.14	Dlouhodobý finanční majetek		Long-term investments	027			
B.1.5.2.15	Podíly - ovládané nebo ovládaní osoba		Equity investments - group undertakings	028			
B.1.5.2.16	Zálohy a úvěry - ovládané nebo ovládaní osoba		Loans - group undertakings	029			
B.1.5.2.17	Podíly - podstatný vliv		Equity investments - associated companies	030			
B.1.5.2.18	Zálohy a úvěry - podstatný vliv		Loans - associated companies	031			
B.1.5.2.19	Ostatní dlouhodobý finanční majetek		Loans - other	032			
B.1.5.2.20	Zálohy a úvěry - ostatní		Other long-term investments	033			
B.1.5.2.21	Ostatní dlouhodobý finanční majetek		Other long-term investments	034			
B.1.5.2.22	Jiné dlouhodobý finanční majetek		Other long-term investments	035			
B.1.5.2.23	Překýnuté zálohy na dlouhodobý finanční majetek		Advance payments for long-term investments	036			
	AKTIVA CELKEM		TOTAL ASSETS	078	8 821	-36 774	49 556
C	Ostatní aktiva		Current assets	037			
C.1	Zálohy		Inventories	038			
C.1.1	Materiál		Raw material	039			
C.1.2	Hotovostní výrobky a polotovary		Work-in-progress and semi-finished products	040			
C.1.3	Výrobky a zboží		Finished goods and goods for resale	041			
C.1.3.1	Výrobky		Finished goods	042			
C.1.3.2	Zboží		Goods for resale	043			
C.1.4	Zvířata a ostatní zvířata a jejich skupiny		Young and other livestock	044			
C.1.5	Překýnuté zálohy na zálohy		Advance payments for inventories	045			
C.1.5.1	Pohledávky		Receivables	046	7 228		7 228
C.1.5.2	Dlouhodobé pohledávky		Long-term receivables	047	6 672		6 672
C.1.5.3	Pohledávky z obchodních vztahů		Trade receivables	048			
C.1.5.4	Pohledávky - ovládané nebo ovládaní osoba		Receivables - group undertakings	049			
C.1.5.5	Pohledávky - podstatný vliv		Receivables - associated companies	050			
C.1.5.6	Pohledávky - ostatní		Deferred tax asset	051	6 672		6 672
C.1.5.7	Pohledávky z společnosti		Receivables - other	052			
C.1.5.8	Dlouhodobé poskytnuté zálohy		Receivables from shareholders/members	053			
C.1.5.9	Odhodněné účty aktivní		Long-term advances paid	054			
C.1.5.10	Jiné pohledávky		Estimated receivables	055			
C.1.5.11	Krátkodobé poskytnuté zálohy		Other receivables	056			
C.1.5.12	Dohodněné účty aktivní		Short-term receivables	057	554		554
C.1.5.13	Jiné pohledávky		Trade receivables	058	2		2
C.1.5.14	Krátkodobý finanční majetek		Equity investments - group undertakings	059			
C.1.5.15	Podíly - ovládané nebo ovládaní osoba		Receivables - associated companies	060			
C.1.5.16	Podíly - podstatný vliv		Receivables - other	061	992		992
C.1.5.17	Podíly - ostatní		Receivables from shareholders/members	062			
C.1.5.18	Pohledávky z společnosti		Social security and health insurance	063			
C.1.5.19	Sociální zabezpečení a zdravotní pojistění		Tax receivables	064			
C.1.5.20	Sociální zabezpečení a zdravotní pojistění		Short-term advances paid	065	301		301
C.1.5.21	Sociální zabezpečení a zdravotní pojistění		Estimated receivables	066	251		251
C.1.5.22	Sociální zabezpečení a zdravotní pojistění		Other receivables	067			
C.1.5.23	Sociální zabezpečení a zdravotní pojistění		Short-term financial assets	068			
C.1.5.24	Sociální zabezpečení a zdravotní pojistění		Equity investments - group undertakings	069			
C.1.5.25	Sociální zabezpečení a zdravotní pojistění		Other short-term financial assets	070			
C.1.5.26	Sociální zabezpečení a zdravotní pojistění		Cash in hand	071	1 985		1 985
C.1.5.27	Sociální zabezpečení a zdravotní pojistění		Bank accounts	072			
C.1.5.28	Sociální zabezpečení a zdravotní pojistění		Bank accounts	073	1 595		1 595
C.1.5.29	Sociální zabezpečení a zdravotní pojistění		Differences	074	177		177
C.1.5.30	Sociální zabezpečení a zdravotní pojistění		Prepaid expenses	075	125		125
C.1.5.31	Sociální zabezpečení a zdravotní pojistění		Complex prepaid expenses	076			
C.1.5.32	Sociální zabezpečení a zdravotní pojistění		Accrued revenues	077	52		52
	PASIVA CELKEM		TOTAL LIABILITIES AND EQUITY	078			49 556
A.1	Vlastní kapitál		Equity	079			78 012
A.1.1	Základní kapitál		Registered capital	080			200
A.1.2	Vlastní podíly (-)		Registered capital	081			200
A.1.3	Změny základního kapitálu		Own shares/ownership interests (-)	082			
A.1.4	Změny základního kapitálu		Changes in registered capital	083			
A.1.5	Změny základního kapitálu		Premium and capital contributions	084			76 808
A.1.6	Změny základního kapitálu		Premium	085			
A.1.7	Změny základního kapitálu		Capital contributions	086			76 808
A.1.8	Změny základního kapitálu		Other capital contributions	087			76 808
A.1.9	Změny základního kapitálu		Revaluation of assets and liabilities (+/-)	088			
A.1.10	Změny základního kapitálu		Revaluation reserve on transformations (+/-)	089			
A.1.11	Změny základního kapitálu		Differences resulting from transformations (+/-)	090			
A.1.12	Změny základního kapitálu		Change in revaluation reserve on transformations (+/-)	091			
A.1.13	Změny základního kapitálu		Funds from profit	092			
A.1.14	Změny základního kapitálu		Other reserve funds	093			
A.1.15	Změny základního kapitálu		Statutory and other funds	094			
A.1.16	Změny základního kapitálu		Retained earnings (+/-)	095			
A.1.17	Změny základního kapitálu		Accumulated losses (-)	096			-46 893
A.1.18	Změny základního kapitálu		Other retained earnings (+/-)	097			
A.1.19	Změny základního kapitálu		Profit (loss) for the current period (+/-)	098			12
A.1.20	Změny základního kapitálu		Approved advance profit distribution (-)	099			
A.1.21	Změny základního kapitálu		Liabilities	100			19 836
A.1.22	Změny základního kapitálu		Provisions	101			
A.1.23	Změny základního kapitálu		Provision for pensions and other similar payables	102			
A.1.24	Změny základního kapitálu		Income tax provision	103			

B.3	Rizervy podle zákádních právkých předpisů	Tax-deductible provisions	105	
B.4	Ostatní rezervy	Other provisions	106	
C.	Závazky	Liabilities	907	19 836
C.1	Dlouhodobé závazky	Long-term liabilities	208	18 000
C.1.1	Výherní dlouhopisy	Debentures and bonds issued	109	
C.1.1.1	Convertibilní dlouhopisy	Convertible debentures and bonds	110	
C.1.1.2	Ostatní dlouhopisy	Other debentures and bonds	111	
C.1.2	Závazky k úvěrovým institucím	Liabilities to credit institutions	112	18 430
C.1.3	Dlouhodobé přijaté zálohy	Long-term advances received	113	500
C.1.4	Závazky z obchodních vztahů	Trade payables	114	
C.1.5	Dlouhodobé směny k úhradě	Long-term bills of exchange payable	115	
C.1.6	Závazky - ovládaná nebo ovládaná osoba	Liabilities - group undertakings	116	
C.1.7	Závazky - podstatný vliv	Liabilities - associated companies	117	
C.1.8	Odstoupení daňový závazek	Deferred tax liability	118	
C.1.9	Závazky - ostatní	Liabilities - other	119	
C.1.9.1	Závazky ke společníkům	Liabilities to shareholders/members	120	
C.1.9.2	Dohadné účty pasivní	Estimated payables	121	
C.1.9.3	Jiné závazky	Other payables	122	
Označ.	PASIVA	LIABILITIES	řad.	Běžné účetní období
#	b	b	c	5
C.1.1	Krátkodobé závazky	Short-term liabilities	123	630
C.1.1.1	Výherní dlouhopisy	Debentures and bonds issued	124	
C.1.1.2	Ostatní dlouhopisy	Other debentures and bonds	126	
C.1.2	Závazky k úvěrovým institucím	Liabilities to credit institutions	127	
C.1.3	Krátkodobé přijaté zálohy	Short-term advances received	128	238
C.1.4	Závazky z obchodních vztahů	Trade payables	129	22
C.1.5	Krátkodobé směny k úhradě	Short-term bills of exchange payable	130	
C.1.6	Závazky - ovládaná nebo ovládaná osoba	Liabilities - group undertakings	131	
C.1.7	Závazky - podstatný vliv	Liabilities - associated companies	132	
C.1.8	Závazky ostatní	Liabilities - other	133	280
C.1.8.1	Závazky ke společníkům	Liabilities to shareholders/members	134	
C.1.8.2	Krátkodobé finanční výpomoci	Short-term financial liabilities	135	
C.1.8.3	Závazky k zaměstnancům	Payables to employees	136	
C.1.8.4	Závazky za sociálního zabezpečení a zdravotního pojištění	Social security and health insurance liabilities	137	
C.1.8.5	Sml - daňové závazky a dotace	Tax liabilities and subsidies	138	30
C.1.8.6	Dohadné účty pasivní	Estimated payables	139	350
C.1.8.7	Jiné závazky	Other payables	140	
D.	Časové rozlišení pasiv	Accruals	141	7
D.1	Úspěchy příštích období	Accrued expenses	142	7
D.2	Výnosy příštích období	Deferred revenues	143	

BS check

Příloha 8.1
—
Prohlášení Převodce

Annex 8.1
—
Transferor's Representations

PŘÍLOHA 8.1 SMLOUVY

-

PROHLÁŠENÍ PŘEVODCE

1. VŠEOBECNÁ USTANOVENÍ

- (a) Převodce ujišťuje Nabyvatele, že prohlášení, záruky či ujištění uvedená v této příloze 8.1 či na jiném místě této Smlouvy jsou dle jeho informací ke dni uzavření Smlouvy a budou ke dni převodu Podílu podle této Smlouvy pravdivá, správná, výstižná a nejsou v žádném ohledu zavádějící.
- (b) Převodce činí tato prohlášení, záruky či ujištění čestně a v dobré víře, na základě jemu dostupných informací a podkladů.

1.1. Způsobilost k uzavření smlouvy a důsledky převodu

- (a) Převodce prohlašuje, že ke dni uzavření této Smlouvy:
 - (i) je v souladu s platnými právními předpisy oprávněn uzavřít tuto Smlouvu a Realizační smlouvu a splnit závazky z nich vyplývající a převést Podíl na Nabyvatele za podmínek uvedených v této Smlouvě a Realizační smlouvě a tato Smlouva, Realizační smlouva (a každý další dokument na základě této Smlouvy a Realizační smlouvy) a bude ke dni jejího uzavření řádně a platně podepsána jeho jménem a bude zakládat platný, závazný a vymahatelný závazek Převodce;

ANNEX 8.1 TO THE AGREEMENT

-

TRANSFEROR'S REPRESENTATION

1. GENERAL PROVISIONS

- (a) The Transferor assures the Purchaser that the representations, warranties or assurances set forth in this Annex 10.1 or elsewhere in this Agreement are, to the best of its knowledge, as of the date hereof and will be as of the date of the transfer of the Share hereunder, true, correct, concise and not misleading in any respect
- (b) The Transferor makes such representations, warranties or assurances honestly and in good faith based on the information and documents available to it.

1.1. Capacity to conclude the contract and the consequences of the transfer

- (a) The Transferor represents that as of the date of this Agreement:
 - (i) is authorized in accordance with applicable law to enter into this Agreement and the Short Transfer Agreement and to perform its obligations hereunder and to transfer the Share to the Purchaser on the terms and conditions set forth in this Agreement and the Short Transfer Agreement and this Agreement, the Share Transfer Agreement (and each other document pursuant to this Agreement and the Share Transfer Agreement) and shall have been duly and validly executed on its behalf as of the date hereof and shall constitute a valid, binding and enforceable obligation of the Transferor;

- | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> (ii) neexistuje žádný závazek Převodce, který by Převodci bránil v uzavření této Smlouvy; (iii) si není vědom, že by proti němu byl veden výkon soudního rozhodnutí či soudní exekuce; a (iv) si není vědom, že by proti němu byl veden výkon správního rozhodnutí či výkon správní exekuce. <p>(b) Podpis této Smlouvy a plnění jejích podmínek nemá ani nebude mít za následek:</p> <ul style="list-style-type: none"> (i) rozpor či jakékoli jiné porušení: <ul style="list-style-type: none"> (A) jakékoli Smlouvy či právního jednání, jehož je Převodce či Společnost stranou; (B) zakladatelských a korporátních dokumentů Společnosti; (C) jakéhokoli práva třetí osoby, příkazu, soudního rozhodnutí či obecně závazného právního předpisu nebo jakéhokoli jiného omezení, kterými jsou Převodce či Společnost vázáni; (ii) vznik jakéhokoli práva třetí osoby ve vztahu k jakémukoli aktivu Společnosti (zejména zřízení jakéhokoli zatížení či břemene ve vztahu k Podílu) ani vznik povinnosti na straně Společnosti splatit jakýkoli dluh. | <ul style="list-style-type: none"> (ii) there is no obligation of the Transferor that would prevent the Transferor from entering into this Agreement (iii) is not aware that a court order or execution is pending against him/her; and (iv) is not aware that it is subject to the enforcement of an administrative decision or administrative execution. <p>(b) The signing of this Agreement and the performance of its terms does not and will not result in:</p> <ul style="list-style-type: none"> (i) a conflict or any other breach: <ul style="list-style-type: none"> (A) any Contract or legal action to which the Transferor or the Company is a party; (B) the Company's constitutional and corporate documents; (C) any third party right, order, court decision or generally applicable law or any other restriction by which the Transferor or the Company is bound; (ii) the creation of any third party right in respect of any asset of the Company (including, without limitation, the creation of any charge or encumbrance in respect of an Share) or the creation of any obligation on the part of the Company to repay any debt. |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

1.2. Správnost údajů zapsaných v obchodním rejstříku

- (a) Společnost je řádně založená společnost s ručením omezeným, která existuje podle příslušných

1.2. Accuracy of data entered in the Commercial Register

- (a) The Company is a duly incorporated limited liability company existing under applicable laws and regulations. The

zákonů a jiných předpisů. Převodce je jediným a neomezeným vlastníkem Podílu.

- (b) Údaje o Společnosti zapsané v obchodním rejstříku ve stavu zapsaném, ke dni podpisu této Smlouvy, jsou pravdivé, přesné a úplné, a v současné době nejsou činěny žádné změny, které by se jich týkaly.

1.3. Zakladatelské a korporátní dokumenty

- (a) Kopie zakladatelských a korporátních dokumentů Společnosti, které byly Nabyvateli či jeho poradcům poskytnuty, jsou ve všech ohledech věrnými kopiemi originálů.

1.4. Vlastnické právo k Podílu a charakter Podílu

- (a) Převodce je společníkem Společnosti, na které vlastní 100 % podíl na základním kapitálu a hlasovacích právech ve Společnosti. Podíl, resp. základní kapitál byl zcela splacen.
- (b) K Podílu nebyly vydány kmenové listy.
- (c) Převodci není známo, že by kdokoli byl oprávněn požadovat a ani nikdo nevznesl nárok, na základě kterého by mohl požadovat nebo požadoval, aby Převodce v současnosti či budoucnosti převedl Podíl.
- (d) Podíl není zatížen žádným právem třetí osoby, zejména není předmětem užívacího práva, tichého společenství nebo obdobných společensko-právních vztahů, předkupního práva, opce nebo jiného práva či zajištění ve prospěch třetí osoby, s výjimkou Povolenoého zatížení, případně

Transferor is the sole and unlimited owner of the Share.

- (b) The particulars of the Company as entered in the Commercial Register as at the date of this Agreement are true, accurate and complete and no changes are currently being made to them.

1.3. Incorporation and corporate documents

- (a) Copies of the incorporation and corporate documents of the Company furnished to the Acquirer or its advisors are true copies in all respects of the originals.

1.4. Ownership of the Share and the nature of the Share

- (a) The Transferor is a shareholder of the Company and owns 100% of the share capital and voting rights in the Company. The share or share capital has been fully paid up.
- (b) No certificates have been issued in respect of the Share.
- (c) The Transferor is not aware that anyone has been entitled to claim, nor has anyone made any claim, on the basis of which they could claim or require the Transferor to transfer the Share now or in the future.
- (d) The Share is not encumbered by any right of a third party, in particular it is not subject to any usufruct, silent partnership or similar community relations, pre-emption right, option or other right or security in favour of a third party, with the exception of Permitted Encumbrances or encumbrances recorded in public registers.

zatížení zapsaných ve veřejných registrech.

- (e) Společnost nemá žádnou přímou nebo nepřímou účast v jiné obchodní společnosti, družstvu, sdružení či jiné právnické osobě ani nevykonává funkci statutárního orgánu u jiné právnické osoby.
- (f) Neexistuje žádná nevypořádaná příplatková povinnost ohledně Podílu.
- (g) Společnost nikdy neuzavřela nebo se jiným způsobem nestala smluvní stranou ovládací smlouvy, smlouvy o převodu zisku nebo smlouvy o tichém společenství.
- (h) Žádnému jednateli Společnosti nenáleží vůči Společnosti, příp. vůči Převodci, žádné nároky, zejména žádný nárok na odměnu za výkon jeho funkce a žádný nárok na náhradu nákladů vynaložených v souvislosti s výkonem funkce jednatele.
- (i) Neexistuje žádné rozhodnutí o zvýšení/snížení základního kapitálu Společnosti ani žádné rozhodnutí, které by Společnosti zakládalo povinnost vyplatit podíl na zisku. Neexistují práva žádných třetích osob k hospodářskému výsledku Společnosti.

1.5. Insolvenční řízení

- (a) Pro účely tohoto odstavce znamená pojem insolvenční řízení jakékoli řízení o konkurzu, vyrovnání či nuceném vyrovnání podle právních předpisů České republiky, případně jakékoli jiné insolvenční řízení obdobné povahy dle právních předpisů jakékoli jiné jurisdikce,

- (e) The company does not have any direct or indirect participation in any other company, cooperative, association or other legal entity, nor does it act as a statutory body of any other legal entity.
- (f) There is no outstanding premium obligation in respect of the Share.
- (g) The Company has never entered into or otherwise become a party to a control agreement, profit transfer agreement or silent partnership agreement.
- (h) No executive officer of the Company shall have any claim against the Company or the Transferor, as the case may be, including, without limitation, any claim for remuneration for the performance of his duties and any claim for reimbursement of expenses incurred in connection with the performance of his duties as an executive officer.
- (i) There is no decision to increase/decrease the Company's registered capital and there is no decision which would oblige the Company to pay a profit share. There are no third party rights to the Company's profit and loss.

1.5. Insolvency proceedings

- (a) For the purposes of this paragraph, the term insolvency proceedings shall mean any bankruptcy, arrangement or compulsory arrangement proceedings under the laws of the Czech Republic or any other insolvency proceedings of a similar nature under the laws of any other jurisdiction which would, for any

keré by se z jakéhokoli důvodu vztahovalo na Převodce či Společnost či jeho/její aktiva.

- (b) Převodce ani Společnost nejsou v úpadku, ani jim úpadek nehrozí, a dle vědomí Převodce nebylo vůči nim zahájeno žádné insolvenční řízení a nebyl proti nim podán návrh na zahájení insolvenčního řízení (ve všech případech ve smyslu jakýchkoliv použitelných právních předpisů týkajících se úpadku).
- (c) Převodci není známo, že by byly splněny podmínky, které by umožňovaly zahájení insolvenčního řízení (s výjimkou možnosti, že by takové řízení bylo zahájeno neodůvodněně) týkajícího se Převodce či Společnosti či jakékoli části jejich aktiv či závodu.
- (d) Převodce si není vědom, že by Společnost či Převodce uzavřeli jakoukoli Smlouvu, která by byla odporovatelná, neúčinná, nicotná či neplatná, a to z důvodů nedostatečného protiplnění, podvodného jednání vůči věřitelům, poškozování zájmů věřitelů či zvýhodňování určitých osob.

1.6. Nemovité věci

- (a) Společnost je vlastníkem nemovitých věcí - Nemovitostí. Nemovitosti a jejich součásti a příslušenství jsou, s výjimkou Povolených zatížení, v nezatíženém vlastnictví Společnosti. Nároky, které by mohly zkracovat jiným způsobem neomezené vlastnictví Společnosti k Nemovitostem (zejména zástavní práva, věcná břemena, služebnosti, dluhy a jiná práva třetích osob)

reason, apply to the Transferor or the Company or its assets.

- (b) Neither the Transferor nor the Company is insolvent or threatened with insolvency and, to the Transferor's knowledge, no insolvency proceedings have been commenced against them and no petition for the commencement of insolvency proceedings (in each case within the meaning of any applicable law relating to insolvency) has been filed against them.
- (c) The Transferor is not aware of any conditions which would permit the commencement of insolvency proceedings (other than the possibility that such proceedings would be commenced without justification) in respect of the Transferor or the Company or any part of their assets or plant.
- (d) The Transferor is not aware that the Company or the Transferor has entered into any Agreement which is repugnant, ineffective, null and void or voidable on the grounds of inadequate consideration, fraud on creditors, prejudice to the interests of creditors or favouring certain persons.

1.6. Real Property

- (a) The Company is the owner of immovable property - Real Estate. The Properties and their components and appurtenances are, except for the Permitted Encumbrances, owned by the Company free and clear of all Encumbrances. Claims that might otherwise impair the Company's unrestricted ownership of the Properties (including, without limitation, liens, encumbrances, easements, debts and other rights of third parties) do not exist,

neexistují, nehrozí a ani se neočekávají.

- (b) Výpis z katastru nemovitostí, který je k této Smlouvě přiložen, jako příloha 1.5, správně odráží aktuální stav právních vztahů k Nemovitostem. Převodci není známo, že by byly podány nějaké návrhy na vklad jakýchkoli práv k Nemovitostem do katastru nemovitostí, s výjimkou vkladů předvídaných Smlouvou; z těchto řízení Společnosti nehrozí žádné sankce.
- (c) Převodci není známo, že by ke dni podpisu této Smlouvy byly podány nějaké návrhy na katastrální úřad týkající se Nemovitostí, které dosud nebyly provedeny, a ze strany Převodce žádné takové návrhy nebudou do doby zápisu Nabyvatele do obchodního rejstříku, jako jediného společníka Společnosti, podány, pokud tato Smlouva nestanoví jinak. Ohledně Nemovitostí nebyly učiněny ke dni podpisu této Smlouvy a nebudou učiněny do doby zápisu Nabyvatele do obchodního rejstříku, jako jediného společníka Společnosti, žádné právní jednání směřující k převodu vlastnického práva k Nemovitostem na třetí osobu ve smyslu §1100 odst. 2 Občanského zákoníku.
- (d) Nájemní smlouvy (dále jen společně „Nájemní smlouvy“) uvedené v Příloze *Rent-roll* této Smlouvy, jsou platné a účinné. Parametry Nájemních smluv, jak jsou tyto uvedeny v Příloze *Rent-roll* této Smlouvy jsou správné a pravdivé. Nájemci, kteří měli dle Nájemních

are not threatened and are not anticipated.

- (b) The extract from the Land Registry, which is attached to this Agreement as Annex 1.5, correctly reflects the current status of the legal relations to the Properties. The Transferor is not aware of any applications for the registration of any rights in the Properties in the Land Registry, except for the applications for the registration contemplated by the Agreement; the Company is not subject to any penalties arising from such proceedings.
- (c) The Transferor is not aware that any applications have been made to the Land Registry in respect of the Properties as at the date of this Agreement which have not yet been made and no such applications will be made by the Transferor until the Acquirer is registered as the sole shareholder of the Company unless otherwise provided in this Agreement. No legal actions have been taken with respect to the Properties as of the date of signing of this Agreement and no legal actions aimed at transferring the ownership right to the Properties to a third party within the meaning of Section 1100(2) of the Civil Code have been taken and will not be taken until the time of registration of the Transferee in the Commercial Register as the sole shareholder of the Company.
- (d) Lease Agreements (collectively, the "Lease Agreements") in Annex *Rent-roll* of this Agreement are valid and effective. The amounts set forth in the *Rent-roll* correspond to the amounts paid by Tenants. The parameters of the Lease Agreements as set out in the Annex *Rent-roll* to this Agreement are correct

smluv právo požadovat prodloužení doby nájmu tak neučinili až na KiK textil a Non-Food spol. s r.o. a pana Radka Marčíka.

and true. The tenants who had the right under the Lease Agreements to request an extension of the lease term did not do so except for KiK Textile and Non-Food spol. s r.o. and Mr. Radek Marčík.

2. ÚČETNÍ ZÁVĚRKY A FINANČNÍ ZÁLEŽITOSTI

2. FINANCIAL STATEMENTS AND FINANCIAL MATTERS

2.1. Účetnictví Společnosti a dlužníci

2.1. Company accounts and debtors

- (a) Veškerý stav majetku Společnosti, závazků Společnosti, aktiv a pasiv Společnosti je zachycen v účetních výkazech (zejména v Návrhu konečné rozvahy).
- (b) Účetní výkazy byly sestaveny v souladu s právními předpisy a obecně uznávanými účetními postupy a zásadami platnými v České republice.
- (c) Od data ke kterému je sestaven Návrh konečné rozvahy nedošlo k uzavření žádné úvěrové smlouvy, smlouvy o půjčce a ani jakékoli jiné smlouvy a nedošlo k uzavření jakékoli smlouvy, která by byla způsobilá zhoršit ekonomický stav Společnosti, nebo jakékoli smlouvy, současně nedošlo v daném období k převzetí jakéhokoli ručení ze strany Společnosti, s výjimkou smluv výslovně uvedených v této Smlouvě zejm. Povolných zatížení v důsledku Zástavní smlouvy.

- (a) All of the Company's assets, the Company's liabilities, the Company's assets and the Company's liabilities are reflected in the financial statements (in particular the Draft Final Balance Sheet).
- (b) The financial statements have been prepared in accordance with legal regulations and generally accepted accounting practices and principles applicable in the Czech Republic.
- (c) Since the date on which the Draft Final Balance Sheet is drawn up, no loan agreement, loan agreement or any other agreement has been entered into and no agreement has been entered into which would be likely to impair the economic condition of the Company or any contract, nor has any guarantee been assumed by the Company during the period, except for those expressly referred to in this Agreement, in particular. Permitted Encumbrances as a result of the Pledge Agreement.

2.2. Vlastnictví aktiv

2.2. Ownership of assets

- (a) Pokud není v této Smlouvě uvedeno něco jiného, Společnost byla výhradním vlastníkem veškerých aktiv uvedených v účetnictví –

- (a) Except as otherwise provided in this Agreement, the Company was the sole owner of all assets shown on the books of account - in particular the Draft Final Balance Sheet as of the date thereof.

zejména Návrhu konečné rozvahy ke dni jejího vyhotovení.

- (b) Společnost nedrží jakákoli aktiva na základě smlouvy o leasingu, nájmu, pronájmu s následnou koupí, kupní smlouvy s odloženým převodem vlastnictví či výhradou vlastnictví, kupní smlouvy uzavřené s odkládací podmínkou či jinak odloženou platností či účinností, a to případně s výjimkou smluv uvedených v Zpřístupněných dokumentech.
- (c) Na žádném aktivu ani závodu Společnosti nevázne žádné právo třetí osoby, ani jím není cokoli z výše uvedeného jakkoli dotčeno, neexistuje žádný závazek poskytnout či zřídit jakékoli takové právo třetí osoby, a žádná osoba se nedomáhá, že jí jakékoli takové právo třetí osoby svědčí s výjimkou práv 3. osob zapsaných ve veřejných registrech k okamžiku podpisu této Smlouvy (zapsaných zejména v obchodním rejstříku a katastru nemovitostí).
- (d) Dlouhodobý a oběžný majetek vykázaný v Návrhu konečné rozvahy se nachází ve vlastnictví Společnosti a není s výjimkou Povolných zatížení zatížen.

2.3. Pohledávky

- (a) Pohledávky včetně mj. veškerých pohledávek z běžného obchodního styku i mimo něj, krátkodobých i dlouhodobých (pohledávek) Společnosti jsou zahrnuté v Návrhu konečné rozvahy.
- (b) Společnost není ručitelem ani nevydala žádnou záruku či zajištění za závazky třetích osob a neručí tak

(b) Company holds no any assets under a lease, lease, lease with subsequent purchase, deferred transfer of ownership or reservation of ownership, purchase agreement entered into with a condition precedent or otherwise deferred in force or effect, except, where applicable, as set out in the Disclosed Documents.

(c) No third party right shall attach to or be affected by any asset or plant of the Company, there shall be no obligation to grant or establish any such third party right and no person shall claim to be entitled to any such third party right except for the rights of 3rd parties registered in the public registers at the time of signing of this Agreement (registered in particular in the Commercial Register and the Land Registry).

(d) The fixed and current assets shown in the Draft Final Balance Sheet are owned by the Company and, except for the Permitted Encumbrances, are unencumbered.

2.3. Receivables

- (a) Receivables including, but not limited to, all trade and non-trade, current and non-current receivables) of the Company are included in the Draft Final Balance Sheet.
- (b) The Company is not a guarantor or has not issued any guarantee or security for the obligations of third parties and is not

žádným způsobem za závazky třetích osob na základě ručení, záručních závazků, nebo z jiného právního důvodu.

- (c) Nedošlo ke zvýšení nebo snížení základního kapitálu Společnosti.

2.4. Zadluženost a úvěry

- (a) Společnost nečerpá jako dlužník žádné půjčky či úvěry a nemá žádné závazky (povinnosti) vyplývající ze směnek, faktoringu, ručení nebo slibu odškodnění či závazků podobné povahy, s výjimkou smluv a závazků uvedených ve Zpřístupněných dokumentech.
- (b) Společnost není věřitelem žádné nesplacené půjčky či úvěru, ani jí neplynou žádná práva z jakékoli dluhové pohledávky (současné či budoucí), s výjimkou smluv uvedených ve Zpřístupněných dokumentech.

3. DANĚ

- (a) Společnost vždy dle svého vědomí a svědomí splňovala veškeré požadavky právních předpisů, závazných pravidel, vyhlášek, nařízení a směrnic týkajících se daní, a to včetně řádného a včasného plnění veškerých povinností k podání příslušných přiznání, prohlášení a obdobných dokumentů, uskutečnění plateb a vedení záznamů. Veškeré splatné daně a jiné veřejné odvody jakéhokoli druhu včetně veškerého příslušenství, jakýchkoli příslušných úroků, pokut či jiných sankcí jakékoli povahy, jež byla Společnost povinna odvést jako poplatník nebo plátce

liable in any way for the obligations of third parties under any guarantee, warranty or other legal basis.

- (c) There has been no increase or decrease in the share capital of the Company.

2.4. Debt and Credit

- (a) The Company has no borrowings or loans and has no obligations (liabilities) arising from promissory notes, factoring, guarantees or promises to indemnify or commitments of a similar nature, except for the agreements and commitments set forth in the Disclosed Documents.
- (b) The Company is not a creditor of any outstanding loan or credit, nor does it have any rights under any debt claim (present or future), except as set out in the Disclosed Documents.

3. TAX

- (a) The Company has at all times, to the best of its knowledge and belief, complied with all requirements of laws, mandatory rules, ordinances, regulations and directives relating to taxes, including the proper and timely performance of all obligations to file applicable returns, statements and similar documents, make payments and maintain records. All taxes and other public charges of any kind, including any applicable interest, penalties or other sanctions of any nature whatsoever, which the Company was required to pay as a taxpayer or payor and which have become due and payable have been duly paid.

a jež se staly splatnými, byly řádně uhrazeny.

- (b) Ke dni uzavření této Smlouvy neexistují a nevznikne nárok na daňové nedoplatky, které by se vztahovaly na období před uzavřením této Smlouvy.

4. PODNIKATELSKÁ OPRAVNĚNÍ, SOUDNÍ SPORY

4.1. Podnikatelská oprávnění

- (a) Společnost má a vždy měla veškerá podnikatelská oprávnění, která jsou příslušnými právními předpisy vyžadována pro provozování její obchodní činnosti.

4.2. Spory

- (a) Dle vědomí Převodce u žádného soudu, rozhodce či správního orgánu neprobíhají žádné řízení o žalobě či jiné řízení nebo šetření týkající se Společnosti, s výjimkou případně uvedených sporů plynoucích ze Zpřístupněných dokumentů.
- (b) Společnost není účastníkem, stranou ani subjektem žádného řízení, rozsudku nebo návrhu na zrušení nebo likvidaci.

5. ZAMĚSTNANCI, STATUTÁRNÍ ORGÁNY A ODMĚNY

- (a) S výjimkou náhrad hotových výdajů a běžné odměny naběhlé ve vztahu k současnému období nemá Společnost žádný neuhrazený závazek vůči jakémukoli současnému či minulému zaměstnanci nebo jednateři. Společnost nemá žádných zaměstnanců. Veškeré nároky jednatelů z titulu odměny za výkon

- (b) As of the date of this Agreement, there are and will be no claims for tax arrears relating to periods prior to the execution of this Agreement.

4. BUSINESS LICENSES, LITIGATION

4.1. Business authorisations

- (a) The Company has and has always had all business licenses required by applicable law for the conduct of its business.

4.2. Litigation

- (a) To the knowledge of the Transferor, no action or other proceeding or investigation concerning the Company is pending in any court, arbitrator or administrative body, except for disputes arising out of the Disclosed Documents, as applicable.
- (b) The Company is not a party, party or subject to any proceeding, judgment or petition for dissolution or winding up.

5. EMPLOYEES, STATUTORY BODIES AND REMUNERATION

- (a) Except for reimbursement of out-of-pocket expenses and ordinary remuneration accrued in respect of the current period, the Company has no outstanding liability to any present or past employee or executive officer. The Company has no employees. All claims of the Executive Officers in respect of remuneration accrued as at the date of

funkce vzniklé ke dni podpisu této Smlouvy byly ze strany Společnosti zcela vypořádány. Veškeré závazky ze strany Společnosti vůči jakémukoliv bývalému zaměstnanci byly zcela vypořádány.

this Agreement have been fully settled by the Company. All liabilities owed by the Company to any former employee have been fully settled.

Příloha 11.1
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Zpřístupněné dokumenty

Annex 11.1
—
Disclosed Documents



Mikulov

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INDEX	1.1	Folder	Nájemní smlouvy + před. protokoly					
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INDEX	1.1.1.1	Folder	Pojštění					
INDEX	1.1.1.1.1	Document	Břeclavská směnárna pojištění POP 2018	pdf	0,088	10-IX-2021	10:43:50 CET	
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INDEX	1.1.4.1.1.1	Document	FIVJ Mikulov	pdf	2,958	10-IX-2021	10:43:50 CET	
INDEX	1.1.4.1.1.2	Document	Souhlas TZ SWPF Jaso-CaC 2017	docx	0,015	10-IX-2021	10:43:50 CET	
INDEX	1.1.4.1.2	Document	20171117 164209	jpg	0,116	10-IX-2021	10:43:50 CET	
INDEX	1.1.4.1.3	Document	20171117 164234	jpg	0,149	10-IX-2021	10:43:50 CET	
INDEX	1.1.4.1.4	Document	20171117 165326	jpg	0,125	10-IX-2021	10:43:50 CET	
INDEX	1.1.4.1.5	Document	20171117 165343	jpg	0,086	10-IX-2021	10:43:50 CET	
INDEX	1.1.4.1.6	Document	20171117 165350	jpg	0,088	10-IX-2021	10:43:50 CET	
INDEX	1.1.4.1.7	Document	20171117 170716	jpg	0,117	10-IX-2021	10:43:50 CET	
INDEX	1.1.4.1.8	Document	Faktura SWPF Mikulov s.r.o.	pdf	0,572	10-IX-2021	10:43:50 CET	

INDEX	Document	1.4.4.1.2	FAST dopis o indexaci	pdf	0,216	1	10-IX-2021	10:43:50 CET
INDEX	Document	1.4.4.1.3	Jaso Cash and Carry dopis o indexaci	pdf	0,222	1	10-IX-2021	10:43:50 CET
INDEX	Folder	1.4.4.2	2021					
INDEX	Document	1.4.4.2.1	Oznámení indexace 2021 Bf Směrná	pdf	0,421	2	10-IX-2021	10:43:50 CET
INDEX	Document	1.4.4.2.2	Oznámení indexace 2021 FAST ČR	pdf	0,425	2	10-IX-2021	10:43:50 CET
INDEX	Document	1.4.4.2.3	Oznámení indexace 2021 JASO CaC	pdf	0,423	2	10-IX-2021	10:43:50 CET
INDEX	Folder	1.4.4.3	2023					
INDEX	Folder	1.4.4.3.1	Břeclavská směrná					
INDEX	Document	1.4.4.3.1.1	Oznámení o indexaci náleženého Břeclavská směrná	pdf	0,513	1	12-XII-2023	16:11:49 CET
INDEX	Folder	1.4.4.3.2	FAST ČR					
INDEX	Document	1.4.4.3.2.1	Oznámení o indexaci náleženého FAST ČR	pdf	0,515	1	12-XII-2023	16:11:49 CET
INDEX	Folder	1.4.4.3.3	JASO CC					
INDEX	Document	1.4.4.3.3.1	Oznámení o indexaci náleženého JASO CC	pdf	0,514	1	12-XII-2023	16:11:49 CET
INDEX	Folder	1.4.4.3.4	Radek Marčík					
INDEX	Document	1.4.4.3.4.1	Oznámení o indexaci plateb Marčík	pdf	0,513	2	12-XII-2023	16:11:49 CET
INDEX	Folder	1.4.4.4	2022					
INDEX	Folder	1.4.4.4.1	Břeclavská směrná					
INDEX	Document	1.4.4.4.1.1	Směrná dopis o indexaci 2022	docx	0,02	1	12-XII-2023	17:02:54 CET
INDEX	Document	1.4.4.4.1.2	Směrná oznámení indexace 2022	pdf	0,201	2	12-XII-2023	17:02:54 CET
INDEX	Folder	1.4.4.4.2	FAST ČR					
INDEX	Document	1.4.4.4.2.1	FAST dopis o indexaci 2022	docx	0,02	1	12-XII-2023	17:02:54 CET
INDEX	Document	1.4.4.4.2.2	FAST dopis o indexaci 2022	pdf	0,514	1	12-XII-2023	17:02:54 CET
INDEX	Folder	1.4.4.4.3	JASO					
INDEX	Document	1.4.4.4.3.1	Jaso Cash and Carry dopis o indexaci 2022	docx	0,016	1	12-XII-2023	17:02:54 CET
INDEX	Document	1.4.4.4.3.2	JASO oznámení indexace 2022	pdf	0,202	2	12-XII-2023	17:02:54 CET
INDEX	Folder	1.4.4.4.4	KIK					
INDEX	Document	1.4.4.4.4.1	5153 Mikulov indexace	pdf	0,398	1	12-XII-2023	17:02:54 CET
INDEX	Document	1.4.4.4.4.2	400220003 doindexace	pdf	0,161	2	12-XII-2023	17:02:54 CET
INDEX	Document	1.4.4.4.4.3	KIK Textil Mikulov indexace 2022	docx	0,022	1	12-XII-2023	17:02:54 CET
INDEX	Document	1.4.4.4.5	Indexace 2022 Mikulov	xls	0,622	4	12-XII-2023	17:02:54 CET
INDEX	Folder	1.5	Provozní smlouvy					
INDEX	Folder	1.5.1	Audisa Service-NA					
INDEX	Document	1.5.1.1	Audisa Service Mikulov audit 27.12. 2018 E	pdf	1,348	4	10-IX-2021	10:43:50 CET
INDEX	Folder	1.5.2	Bl facility -NA					
INDEX	Document	1.5.2.1	RP Mikulov Bl facility Sml o dílo 2905 2020	pdf	1,786	5	10-IX-2021	10:43:50 CET
INDEX	Folder	1.5.3	E.ON Energie					
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INDEX	Document	1.5.3.1.1	E.ON Sml dodávka elektriny 2804 2017	pdf	1,89	6	10-IX-2021	10:43:50 CET
INDEX	Document	1.5.3.1.2	E.ON Zádost změna tarifu 2604 2017	pdf	0,615	2	10-IX-2021	10:43:50 CET
INDEX	Document	1.5.3.1.3	E.ON Č 11061740 - VYUČT. 07-2019	pdf	2,009	4	10-IX-2021	10:43:50 CET
INDEX	Document	1.5.3.1.4	E.ON Zádost o převod BS podeps. SZK	pdf	0,464	3	10-IX-2021	10:43:50 CET
INDEX	Document	1.5.3.1.5	E.ON Zádost o převod BS oba podpisy	pdf	1,863	2	10-IX-2021	10:43:50 CET
INDEX	Folder	1.5.3.2	E.ON - Horní jednotka					
INDEX	Document	1.5.3.2.1	SML dodávka elektriny 0506 2019	pdf	1,728	2	10-IX-2021	10:43:50 CET
INDEX	Document	1.5.3.2.2	Zádost o přepis OM Z Balíček RP Mikulov 1005 2019	pdf	1,766	2	10-IX-2021	10:43:50 CET
INDEX	Folder	1.5.3.3	VO					
INDEX	Document	1.5.3.3.1	E.ON Sml o připojení VO 1504 2019	pdf	2,154	9	10-IX-2021	10:43:50 CET
INDEX	Document	1.5.3.3.2	E.ON Sml smlr dobavyk el VO 2409 2019	pdf	12,562	16	10-IX-2021	10:43:50 CET
INDEX	Document	1.5.3.3.3	Ukončení smlouvy k 09.10. 2021	pdf	0,195	1	10-IX-2021	10:43:50 CET
INDEX	Document	1.5.3.3.4	Zádost o ukončení sml 0709 2020	pdf	0,416	1	10-IX-2021	10:43:50 CET
INDEX	Document	1.5.3.4	E.ON Sml o připojení PLANO 1504 2019	pdf	2,042	9	10-IX-2021	10:43:50 CET
INDEX	Document	1.5.3.5	E.ON výpis údajů ze smluv 2906 2020	pdf	0,711	4	10-IX-2021	10:43:50 CET
INDEX	Folder	1.5.4	KPMA-NA					
INDEX	Document	1.5.4.1	Indexace DRFG RP 01.01. 2019	pdf	0,476	2	10-IX-2021	10:43:50 CET
INDEX	Document	1.5.4.2	Smlouva Správa Admin 0104 2018	pdf	3,363	14	10-IX-2021	10:43:50 CET
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INDEX	Document	1.5.5.2	MBO Mikulov a.s. Sml o dílo 0204 2015	pdf	0,37	8	10-IX-2021	10:43:50 CET
INDEX	Folder	1.5.6	MND od 01.01. 2021 - NA					
INDEX	Document	1.5.6.1	MND RP Mikulov 1409 2020	pdf	4,306	13	10-IX-2021	10:43:50 CET

INDEX	Document	1.5.10.9.2	Sml. dodávka vody VaK Břeclav RP Mikulov 3001 2019	pdf	1,191	4	12-XI-2023	16:42:48 CET
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INDEX	Folier	2.1.1	Výpis z obchodního rejstříku					
INDEX	Document	2.1.1.1	VOR RP Mikulov 2101 2020	pdf	0,054	2	10-IX-2021	10:43:50 CET
INDEX	Document	2.1.1.2	2.1.1 - VOR RP Mikulov 22 01 2019	pdf	0,191	2	04-X-2021	17:05:33 CET
INDEX	Document	2.1.1.3	2.1.1.1 - VOR RP Mikulov 21 01 2020	pdf	0,054	2	04-X-2021	17:05:33 CET
INDEX	Document	2.1.1.4	2.1.1.1 - VOR RP Mikulov 06 12 2018	pdf	0,054	1	04-X-2021	17:05:33 CET
INDEX	Document	2.1.1.5	2.1.1.1 - Retail Park Mikulov - Výpis z obchodního rejstříku	pdf	0,936	4	04-X-2021	17:05:33 CET
INDEX	Document	2.1.1.6	Výpis OR 12-2023	pdf	0,212	7	08-XII-2023	15:55:42 CET
INDEX	Folier	2.1.2	Zakladatelské listiny					
INDEX	Document	2.1.2.1	1. zakladatelská listina	pdf	0,119	6	10-IX-2021	10:43:50 CET
INDEX	Document	2.1.2.2	Notářský zápis ze dne 10.12.2019 - změna zakladatelské listiny	pdf	0,307	6	08-XII-2023	15:37:55 CET
INDEX	Document	2.1.2.3	Notářský zápis ze dne 3.2.2016 - schválení Projektu fúze SWPF Modletice	pdf	0,993	17	08-XII-2023	15:37:55 CET
INDEX	Document	2.1.2.4	Notářský zápis ze dne 6.10.2006 - změna společenské smlouvy	pdf	0,176	7	08-XII-2023	15:37:55 CET
INDEX	Document	2.1.2.5	Notářský zápis ze dne 7.2.2003 - změna společenské smlouvy SWPF Mikulov s.r.o.	pdf	0,583	4	08-XII-2023	15:37:55 CET
INDEX	Document	2.1.2.6	Notářský zápis ze dne 12.9.2006 - RJS při výkonu působnosti VJH HRV Czech, s.r.o.	pdf	0,136	6	08-XI-2023	15:37:55 CET
INDEX	Document	2.1.2.7	Notářský zápis ze dne 15.2.2017 - změna společenské smlouvy SWP Mikulov s.r.o.	pdf	0,187	9	08-XII-2023	15:37:55 CET
INDEX	Document	2.1.2.8	Notářský zápis ze dne 20.10.2014 - schválení Projektu fúze	pdf	4,035	21	08-XII-2023	15:37:55 CET
INDEX	Document	2.1.2.9	Notářský zápis ze dne 23.5.2007 - změna společenské smlouvy SWP Javor Ostrava s.r.o.	pdf	0,204	4	08-XII-2023	15:37:55 CET
INDEX	Document	2.1.2.10	Notářský zápis ze dne 6.12.2018 - změna zakladatelské listiny SWPF Mikulov s.r.o.	pdf	0,129	8	08-XII-2023	15:37:55 CET
INDEX	Document	2.1.2.11	Notářský zápis ze dne 4.5.2005 - založení společnosti IRV Czech, s.r.o.	pdf	0,119	6	08-XII-2023	15:37:55 CET
INDEX	Document	2.1.2.12	Úplné znění společenské smlouvy - SWP Javor Ostrava s.r.o.	pdf	0,092	4	08-XII-2023	15:37:55 CET
INDEX	Document	2.1.2.13	Úplné znění společenské smlouvy společnosti SWPF Mikulov s.r.o. ke dni 7.2.2008	pdf	0,125	4	08-XII-2023	15:37:55 CET
INDEX	Folier	2.1.3	Plné mocí					
INDEX	Folier	2.1.4	Smlouva o převodu obchodního podílu					
INDEX	Document	2.1.4.1	Retail Park Mikulov - Smlouva o převodu podílu	pdf	2,248	7	10-IX-2021	10:43:50 CET
INDEX	Document	2.1.4.2	Souhlas s převodem podílu Mikulov	pdf	0,223	1	10-IX-2021	10:43:50 CET
INDEX	Document	2.1.4.3	2.1.4. - Smlouva o převodu OP SCMIL WBL Mikulov	pdf	0,287	7	04-X-2021	17:05:33 CET
INDEX	Document	2.1.4.4	2.1.4. - Smlouva o převodu OP Alpanico WBHL Mikulov	pdf	0,245	7	04-X-2021	17:05:33 CET
INDEX	Document	2.1.4.5	Smlouva o převodu podílu ze dne 9.11.2006 - St. Menckeslas Holding Limited a APLANICO	pdf	0,227	12	04-X-2021	17:05:33 CET
INDEX	Document	2.1.4.6	Smlouva o převodu podílu ze dne 13.9.2006 - ASB Prague a SAFFERY CHAMPNESS MAN	pdf	0,42	14	04-X-2021	17:05:33 CET
INDEX	Document	2.1.4.7	Smlouva o převodu obchodního podílu ve společnosti SWP Mikulov s.r.o. 28.5.2008 (ob)	pdf	0,899	34	04-X-2021	17:05:33 CET
INDEX	Document	2.1.4.8	Smlouva o převodu obchodního podílu ve společnosti SWP Mikulov s.r.o. 7.7.2008 (ob)	pdf	0,684	31	04-X-2021	17:05:33 CET
INDEX	Document	2.1.4.9	2.1.4. - Framework Agreement Alpanico Limited	pdf	49,667	147	04-X-2021	17:05:33 CET
INDEX	Folier	2.1.4.10	Převod na čteč					
INDEX	Document	2.1.4.10.1	NZ 1985 2019	pdf	2,909	7	07-XII-2023	13:30:24 CET
INDEX	Document	2.1.4.10.2	NZ 1986 2019	pdf	3,652	11	07-XII-2023	13:30:24 CET
INDEX	Document	2.1.4.10.3	Smlouva o převodu podílu	pdf	4,077	11	07-XII-2023	13:30:24 CET
INDEX	Folier	2.1.5	Notářské zápisy					
INDEX	Document	2.1.5.1	Alpanico DREG RE SWPE Mikulov Notářský zápis 2018-12-06	pdf	3,434	9	10-IX-2021	10:43:50 CET
INDEX	Document	2.1.5.2	2.1.5 - NZ 44 2016 - fúze Mikulov	pdf	1,088	17	04-X-2021	17:05:33 CET
INDEX	Document	2.1.5.3	2.1.5 - NZ 1985 2019	pdf	0,307	6	04-X-2021	17:05:33 CET
INDEX	Document	2.1.5.4	2.1.5 - NZ 1309 2018 Je v ST	pdf	0,129	8	04-X-2021	17:05:33 CET
INDEX	Document	2.1.5.5	2.1.5 - NZ 569 2014 schválení fúze Javor Brno	pdf	4,095	21	04-X-2021	17:05:33 CET
INDEX	Document	2.1.5.6	2.1.5. - NZ 414 2006	pdf	0,176	7	04-X-2021	17:05:33 CET
INDEX	Document	2.1.5.7	2.1.5 - NZ 154 2007	pdf	0,204	4	04-X-2021	17:05:33 CET
INDEX	Document	2.1.5.8	2.1.5 - NZ 112 2008 navyšení kapitálu fondu 2503 2008	pdf	0,136	4	04-X-2021	17:05:33 CET
INDEX	Document	2.1.5.9	2.1.5. - NZ 112 2008	pdf	0,134	4	04-X-2021	17:05:33 CET
INDEX	Document	2.1.5.10	2.1.5 - NZ 110 2006	pdf	0,136	6	04-X-2021	17:05:33 CET
INDEX	Document	2.1.5.11	2.1.5. - NZ 108 2017	pdf	0,137	9	04-X-2021	17:05:33 CET
INDEX	Document	2.1.5.12	2.1.5. - NZ 49 2008	pdf	0,583	4	04-X-2021	17:05:33 CET
INDEX	Document	2.1.5.13	2.1.5 - NZ 45 2016 schválení fúze Modletice	pdf	0,993	17	04-X-2021	17:05:33 CET
INDEX	Document	2.1.5.14	2.1.5 - NZ 45 2016 fúze s Modleticemi 0902 2016	pdf	1,134	18	04-X-2021	17:05:33 CET
INDEX	Folier	2.1.6	Rozhodnutí společníka /společníka					
INDEX	Document	2.1.6.1	2.1.6 - mimořádné VH 21 01 2008	pdf	0,407	7	04-X-2021	17:05:33 CET
INDEX	Document	2.1.6.2	2.1.6. - RJS odvolání Tuza zvoelni Houdková	pdf	1,194	3	04-X-2021	17:05:33 CET
INDEX	Document	2.1.6.3	2.1.6. - VH 01 06 2009	pdf	0,28	15	04-X-2021	17:05:33 CET

INDEX	Document	2.1.6.4	2.1.6 - VH 26.06.2009		pdf	0,223	7	04-X-2021	17:05:33 CET
INDEX	Document	2.1.6.5	2.1.6 - VH 27.06.2008		pdf	0,195	5	04-X-2021	17:05:33 CET
INDEX	Document	2.1.6.6	2.1.6 - VH SWPF Mikulov 12.08.2013		pdf	0,437	8	04-X-2021	17:05:33 CET
INDEX	Document	2.1.6.7	2.1.6 - VH SWPF Mikulov 14.03.2011		pdf	1,012	7	04-X-2021	17:05:33 CET
INDEX	Document	2.1.6.8	2.1.6 - VH SWPF Mikulov 15.09.2016		pdf	0,146	4	04-X-2021	17:05:33 CET
INDEX	Document	2.1.6.9	2.1.6 - VH SWPF Mikulov 15.09.2017		pdf	0,727	4	04-X-2021	17:05:33 CET
INDEX	Document	2.1.6.10	2.1.6 - VH SWPF Mikulov 16.07.2012		pdf	0,406	8	04-X-2021	17:05:33 CET
INDEX	Document	2.1.6.11	2.1.6 - VH SWPF Mikulov 18.09.2014		pdf	0,178	4	04-X-2021	17:05:33 CET
INDEX	Document	2.1.6.12	2.1.6 - VH SWPF Mikulov 22.08.2011		pdf	0,264	8	04-X-2021	17:05:33 CET
INDEX	Document	2.1.6.13	2.1.6 - VH SWPF Mikulov 25.07.2015		pdf	0,148	4	04-X-2021	17:05:33 CET
INDEX	Document	2.1.6.14	2.1.6 - VH SWPF Mikulov 27.08.2018		pdf	0,614	3	04-X-2021	17:05:33 CET
INDEX	Document	2.1.6.15	2.1.6 - VH SWPF Mikulov 29.08.2010		pdf	0,393	3	04-X-2021	17:05:33 CET
INDEX	Folder	2.1.7	Restrukturalizace společnosti						
INDEX	Document	2.1.7.1	2.1.7 - projekt fúze mikulov javor 25.8.2014		pdf	0,785	14	04-X-2021	17:05:33 CET
INDEX	Document	2.1.7.2	2.1.7 - Projekt fúze Mikulov Modletice 16.12.2015		pdf	0,56	10	04-X-2021	17:05:33 CET
INDEX	Document	2.1.7.3	2.1.7 - projekt fúze modletice		pdf	0,56	10	04-X-2021	17:05:33 CET
INDEX	Folder	2.1.8	Smlouvy mezi společnostmi a akcionáři						
INDEX	Document	2.1.8.1	2.1.8 - Souhlas jedatele s poskytnutím příplatku společníkem Alpanico 01.07.2014		pdf	0,05	1	04-X-2021	17:05:33 CET
INDEX	Document	2.1.8.2	2.1.8 - Souhlas jedatele s poskytnutím příplatku společníkem Saffery 01.07.2014		pdf	0,054	1	04-X-2021	17:05:33 CET
INDEX	Document	2.1.8.3	2.1.8 - Souhlas jedatele s příplatkem Mikulov 27.3.2014		pdf	0,081	1	04-X-2021	17:05:33 CET
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INDEX	Folder	2.1.11	Jiné						
INDEX	Document	2.1.11.1	2.1.11 - Retail Park Mikulov(j) waiver letter		pdf	0,277	1	04-X-2021	17:05:33 CET
INDEX	Document	2.1.11.2	2.1.11 - Retail Park Mikulov waiver letter answer		pdf	0,314	1	04-X-2021	17:05:33 CET
INDEX	Document	2.1.11.3	2.1.11 - zpráva o vztazích k 31.3.2018		pdf	0,657	4	04-X-2021	17:05:33 CET
INDEX	Document	2.1.11.4	2.1.11 - zpráva o vztazích k 31.3.2017		pdf	0,65	4	04-X-2021	17:05:33 CET
INDEX	Document	2.1.11.5	2.1.11 - zpráva o vztazích k 31.3.2016		pdf	0,199	4	04-X-2021	17:05:33 CET
INDEX	Document	2.1.11.6	2.1.11 - zpráva o vztazích k 31.3.2015		pdf	0,237	4	04-X-2021	17:05:33 CET
INDEX	Document	2.1.11.7	2.1.11 - zpráva o vztazích k 31.3.2012		pdf	0,141	4	04-X-2021	17:05:33 CET
INDEX	Document	2.1.11.8	2.1.11 - zpráva o vztazích k 31.3.2011		pdf	0,256	3	04-X-2021	17:05:33 CET
INDEX	Document	2.1.11.9	2.1.11 - zpráva o vztazích k 31.3.2009		pdf	0,127	3	04-X-2021	17:05:33 CET
INDEX	Document	2.1.11.10	2.1.11 - zpráva o vztazích k 31.3.2008		pdf	0,087	3	04-X-2021	17:05:33 CET
INDEX	Document	2.1.11.11	2.1.11 - zpráva o vztazích k 31.3.2008		pdf	0,581	19	04-X-2021	17:05:33 CET
INDEX	Document	2.1.11.12	2.1.11 - zpráva o vztazích k 31.3.2008		pdf	0,169	7	04-X-2021	17:05:33 CET
INDEX	Document	2.1.11.13	Projekt fúze sloučením SWPF Mikulov s.r.o. a SWPF Modletice s.r.o. ze dne 16.12.2015		pdf	0,735	14	08-XII-2023	15:39:04 CET
INDEX	Document	2.1.11.14	Rozhodnutí jediného společníka společnosti Retail Park Mikulov s.r.o. (CREIF) ze dne 21.11.2015		pdf	0,56	10	08-XII-2023	15:39:04 CET
INDEX	Document	2.1.11.15	Smlouva o zastavení obchodního podílu na společnosti SWPF Mikulov s.r.o.		pdf	1,194	3	08-XII-2023	15:39:04 CET
INDEX	Document	2.1.11.16	Zápis z jednání mimořádné valné hromady ze dne 21.1.2008 - SWPF Javor Ostrava s.r.o.		pdf	0,169	7	08-XII-2023	15:39:04 CET
INDEX	Document	2.1.11.17	Zápis z jednání valné hromady ze dne 27.6.2008 (SWPF Mikulov s.r.o.)		pdf	0,407	7	08-XII-2023	15:39:04 CET
INDEX	Document	2.1.11.18	Zápis z jednání valné hromady ze dne 1.6.2009 - SWPF Mikulov s.r.o.		pdf	0,195	5	08-XII-2023	15:39:04 CET
INDEX	Document	2.1.11.19	Organigram - vlastnická struktura - RP Mikulov		pdf	0,39	1	20-XII-2023	17:53:38 CET
INDEX	Folder	2.2	Důvěrná a průmyslové vlastnictví						
INDEX	Folder	2.3	Smluvní vztahy						
INDEX	Document	2.3.1	2.3 - Smlouva Sidlo 1009 2018		pdf	0,466	2	04-X-2021	17:05:33 CET
INDEX	Document	2.3.2	LOI CAIAC Prodej Retail park Mikulov s.r.o. PM signed 1.12.2023		pdf	1,334	19	08-XII-2023	16:01:07 CET
INDEX	Document	2.3.3	POA CREIF CAIAC Retail Park Mikulov 20230706 Apostille		pdf	0,799	5	08-XII-2023	16:01:07 CET
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INDEX	Folder	2.6	Pojistění						
INDEX	Document	2.6.1	RP MIKULOV		pdf	0,582	2	10-IX-2021	10:43:50 CET
INDEX	Document	2.6.2	Pojistný certifikát Retail Park Mikulov s.r.o - 2023		pdf	0,494	2	12-XII-2023	16:02:20 CET
INDEX	Folder	3	Finance						
INDEX	Folder	3.1	Finanční výkazy						
INDEX	Folder	3.1.1	Účetní deníky						
INDEX	Document	3.1.1.1	6 Účetní deník 31.3-2018		xls	0,503	114	10-IX-2021	10:43:50 CET
INDEX	Document	3.1.1.2	Účetní deník 1.4.2019 31.03.2020		xls	0,736	180	10-IX-2021	10:43:50 CET
INDEX	Document	3.1.1.3	Účetní deník 1.4.2020 31.3.2021		xls	0,681	152	10-IX-2021	10:43:50 CET
INDEX	Document	3.1.1.4	Mikulov účetní deník 1.4.-31.12.2022		xls	0,134	180	08-XII-2023	14:14:59 CET

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INDEX	Document	3.1.4.2.31	481.001		pdf	0,256	2	10-IX-2021	10:49:50 CET
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INDEX	Document	3.1.4.2.34	Hlavní kniha položkové 2019_2020		pdf	6,084	19	10-IX-2021	10:49:50 CET
INDEX	Document	3.1.4.2.35	Převaha zkrácená 2019_2020		pdf	1,411	4	10-IX-2021	10:49:50 CET
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INDEX	Document	3.1.4.2.37	Příloha k účetní závěrce 2019_2020		pdf	1,591	5	10-IX-2021	10:49:50 CET
INDEX	Document	3.1.4.2.38	Rozvaha 2019_2020		pdf	1,475	4	10-IX-2021	10:49:50 CET
INDEX	Document	3.1.4.2.39	Účetní odpisy 2019_2020		pdf	0,104	1	10-IX-2021	10:49:50 CET
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INDEX	Document	3.1.4.4.9	31411100		pdf	1,53	5	08-XII-2023	14:14:59 CET
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INDEX	Document	3.1.4.4.14	34500100		pdf	0,553	3	08-XII-2023	14:14:59 CET
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INDEX	Document	3.1.4.5.4	03300100		pdf	0,497	2	08-XII-2023	14:21:35 CET
INDEX	Document	3.1.4.5.5	04200100		pdf	3,173	11	08-XII-2023	14:21:35 CET
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INDEX	Document	3.1.4.5.24	42900100		pdf	1,812	7	08-XII-2023	14:21:35 CET
INDEX	Document	3.1.4.5.25	46100200		pdf	0,509	2	08-XII-2023	14:21:35 CET
INDEX	Document	3.1.4.5.26	46110200		pdf	2,068	6	08-XII-2023	14:21:35 CET
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INDEX	Document	3.1.4.5.28	Karty majetku		pdf	0,216	1	08-XII-2023	14:21:35 CET
INDEX	Folder	3.1.5	Rozvaha, výsledovka						
INDEX	Document	3.1.5.1	Předvaha k 31.12.2023		pdf	2,665	6	08-XII-2023	14:29:50 CET
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INDEX	Document	3.1.5.3	Rozvaha I k 31.12.2022 před zdaněním		pdf	0,938	1	08-XII-2023	14:29:50 CET
INDEX	Document	3.1.5.4	Výsledovka k 31.12.2022 před zdaněním		pdf	1,713	4	08-XII-2023	14:29:50 CET
INDEX	Document	3.1.5.5	Výsledovka I k 31.12.2022 před zdaněním		pdf	0,286	1	08-XII-2023	14:29:50 CET
INDEX	Document	3.1.5.6	RP Mikulov 2021, 2022, rozvaha, final		pdf	0,022	4	08-XII-2023	14:29:50 CET
INDEX	Document	3.1.5.7	RP Mikulov 2021, 2022, I, rozvaha, final		pdf	0,372	1	08-XII-2023	14:29:50 CET
INDEX	Document	3.1.5.8	RP Mikulov 2021, 2022, I, výsledovka, final		pdf	0,371	1	08-XII-2023	14:29:50 CET
INDEX	Document	3.1.5.9	RP Mikulov 2021, 2022, výsledovka, final		pdf	0,018	3	08-XII-2023	14:29:50 CET
INDEX	Document	3.1.5.10	RP Mikulov Rozvaha 2021, 2022		pdf	1,49	4	08-XII-2023	14:29:50 CET
INDEX	Document	3.1.5.11	RP Mikulov, VZ 2021, 2022		pdf	0,728	2	08-XII-2023	14:29:50 CET
INDEX	Folder	3.2	Výroční zprávy / účetní závěrky						
INDEX	Document	3.2.1	swpf mikulov az 3103 2018, ci		pdf	4,25	17	10-IX-2021	10:43:50 CEST
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INDEX	Document	3.2.3	3.2 - zahajovací rozvaha k 1.4.2015, auditor		pdf	2,139	30	04-X-2021	17:05:33 CEST
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INDEX	Document	3.2.5	3.2 - UZ k 31.3.2021, auditor, zpráva o vztazích		pdf	7,748	23	04-X-2021	17:05:33 CEST
INDEX	Document	3.2.6	3.2 - UZ k 31.3.2020, auditor, zpráva o vztazích		pdf	2,509	23	04-X-2021	17:05:33 CEST
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INDEX	Document	3.2.8	3.2 - UZ k 31.3.2018, auditor		pdf	4,25	17	04-X-2021	17:05:33 CEST
INDEX	Document	3.2.9	3.2 - UZ k 31.3.2017, auditor		pdf	4,524	19	04-X-2021	17:05:33 CEST
INDEX	Document	3.2.10	3.2 - UZ k 31.3.2016, auditor		pdf	1,594	27	04-X-2021	17:05:33 CEST
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INDEX	Document	3.2.12	3.2 - UZ k 31.3.2014, auditor		pdf	5,34	26	04-X-2021	17:05:33 CEST
INDEX	Document	3.2.13	3.2 - UZ k 31.3.2014, auditor, zpráva o vztazích		pdf	3,035	30	04-X-2021	17:05:33 CEST
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INDEX	Document	3.2.16	3.2 - UZ k 31.3.2011, auditor		pdf	4,433	23	04-X-2021	17:05:33 CEST
INDEX	Document	3.2.17	3.2 - UZ k 31.3.2010, auditor		pdf	1,048	23	04-X-2021	17:05:33 CEST
INDEX	Document	3.2.18	3.2 - UZ k 31.3.2009, auditor		pdf	1,245	23	04-X-2021	17:05:33 CEST
INDEX	Document	3.2.19	3.2 - UZ k 31.3.2008		pdf	0,459	16	04-X-2021	17:05:33 CEST
INDEX	Document	3.2.20	3.2 - UZ k 31.3.2008, auditor		pdf	0,581	19	04-X-2021	17:05:33 CEST
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INDEX	Document	3.3.1	1 SWPF Mikulov, DPPO 2017		pdf	0,155	12	10-IX-2021	10:43:50 CEST
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INDEX	Document	3.4.3.4.3	Retail Park Mikulov DPH 04 2020	pdf	0,046	2	10-IX-2021	10:43:50 CEST
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INDEX	Document	3.7.2	02 DD FP Felix Mikulov	jpg	0,118	1	12-XII-2023	13:03:24 CET
INDEX	Document	3.7.3	03 Advokátní služby FP WestDeutsche IWMO Mikulov Javor Ostrava	jpg	0,064	1	12-XII-2023	13:03:24 CET
INDEX	Document	3.7.4	04 Nová akvizice Mikulov FP 271100004 King Storage Javor Ostrava	jpg	0,175	1	12-XII-2023	13:03:24 CET
INDEX	Document	3.7.5	05 DD Mikulov FP 271100003 ENVIROS Javor Ostrava	jpg	0,149	1	12-XII-2023	13:03:24 CET
INDEX	Document	3.7.6	06 Nová akvizice Mikulov FP 271100005 WSP Buildings Javor Ostrava	jpg	0,088	1	12-XII-2023	13:03:24 CET
INDEX	Document	3.7.7	07 Environmental DD FP 271100007 ENVIROS Mikulov Javor Ostrava	jpg	0,176	1	12-XII-2023	13:03:24 CET
INDEX	Document	3.7.8	08 Advokátní služby FP 2711000013 FELIX Mikulov	jpg	0,193	1	12-XII-2023	13:03:24 CET
INDEX	Document	3.7.9	09 Fee for technical DD FP 2711000014 King Storage Mikulov	jpg	0,104	1	12-XII-2023	13:03:24 CET
INDEX	Document	3.7.10	1Z Mikulov FAD 10 2017 1 2 2017 FP 02036	pdf	0,45	2	12-XII-2023	13:03:24 CET
INDEX	Document	3.7.11	1Z Mikulov FAD 10 2017 1 2 2017 FP 02039 Mikulov	pdf	0,45	2	12-XII-2023	13:03:24 CET
INDEX	Document	3.7.12	1Z Mikulov FAD 10 2017 1 2 2017 FP 02049 Mikulov	pdf	0,203	1	12-XII-2023	13:03:24 CET
INDEX	Folder	3.8	Pohledávky a závazky					
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INDEX	Document	3.8.3	neuhř. závazky k 31.03.2021	pdf	0,042	1	10-IX-2021	10:43:50 CEST
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INDEX	Document	3.9.4.1.1	Výpočet odložené daně 2018 2019	pdf	0,142	1	10-IX-2021	10:43:50 CEST
INDEX	Folder	3.9.4.2	2019 2020					
INDEX	Document	3.9.4.2.1	Výpočet odložené daně 2019 2020	pdf	0,104	1	10-IX-2021	10:43:50 CEST
INDEX	Document	3.9.4.2.2	Výpočet odložené daně 2019 2020	xlsx	0,012	1	10-IX-2021	10:43:50 CEST
INDEX	Folder	3.9.4.3	2020 2021					
INDEX	Folder	3.9.5	Linearizace nájmů					
INDEX	Folder	3.9.6	Rozpad účtu 385 (accrued revenues - rent free)					
INDEX	Document	3.9.6.1	Potvrzení o bezúplatnosti	xlsx	0,024	3	10-IX-2021	10:43:50 CEST
INDEX	Folder	3.9.7	Potvrzení o neexistenci nedoplatků					
INDEX	Document	3.9.7.1	FU-potvrzení o neexistenci nedoplatků	pdf	0,186	1	10-IX-2021	10:43:50 CEST
INDEX	Document	3.9.7.2	FU-potvrzení o neexistenci nedoplatků	pdf	0,089	1	10-IX-2021	10:43:50 CEST
INDEX	Folder	3.9.8	Seznam bankovních účtů					
INDEX	Document	3.9.8.1	Retail Park Mikulov seznam bank. účtů	xlsx	0,016	1	10-IX-2021	10:43:50 CEST
INDEX	Folder	3.9.9	Účetní sestava dlouhodobého majetku					
INDEX	Document	3.9.9.1	Evidenční karty majetku - účetní pohyby budova	pdf	0,044	1	10-IX-2021	10:43:50 CEST
INDEX	Document	3.9.9.2	Evidenční karty majetku - pozemek Mikulov	pdf	0,043	1	10-IX-2021	10:43:50 CEST
INDEX	Folder	3.9.10	Daňová sestava dlouhodobého majetku					
INDEX	Document	3.9.10.1	Evidenční karty majetku - daňové odpisové plány, pozastaveny 2020, 2021	pdf	0,043	2	10-IX-2021	10:43:50 CEST
INDEX	Folder	3.9.11	Účetní směrnice					
INDEX	Folder	3.9.12	CAPEX historický					
INDEX	Folder	3.9.13	Korespondence s veřejnými institucemi					
INDEX	Folder	3.9.14	Informace o přijatých dotacích					
INDEX	Folder	4	Financování					
INDEX	Folder	4.1	Bankovní úvěr					
INDEX	Folder	4.1.1	02 Úvěrová smlouva					
INDEX	Document	4.1.1.1	Smlouva o úvěru č. 2019009175	pdf	6,574	14	10-IX-2021	10:43:50 CEST

INDEX	Document	5.1.3.3.2.2.12	IMG_6156		jpg	0.13	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.2.2.13	IMG_6157		jpg	0.074	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.2.2.14	IMG_6158		jpg	0.084	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.2.2.15	IMG_6159		jpg	0.08	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.2.2.16	IMG_6160		jpg	0.152	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.2.2.17	IMG_6161		jpg	0.133	1	10-IX-2021	10:43:50 CEST
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INDEX	Document	5.1.3.3.2.2.21	IMG_6165		jpg	0.165	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.2.2.22	IMG_6166		jpg	0.079	1	10-IX-2021	10:43:50 CEST
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INDEX	Document	5.1.3.3.2.2.28	IMG_6172		jpg	0.162	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.2.2.29	IMG_6173		jpg	0.11	1	10-IX-2021	10:43:50 CEST
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INDEX	Document	5.1.3.3.2.2.32	IMG_6176		jpg	0.119	1	10-IX-2021	10:43:50 CEST
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INDEX	Document	5.1.3.3.2.2.35	IMG_6179		jpg	0.096	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.2.2.36	IMG_6180		jpg	0.119	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.2.2.37	IMG_6181		jpg	0.111	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.2.2.38	IMG_6182		jpg	0.12	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.2.2.39	IMG_6183		jpg	0.167	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.2.2.40	IMG_6184		jpg	0.126	1	10-IX-2021	10:43:50 CEST
INDEX	Folder	5.1.3.3.2.3	11_04_2019						
INDEX	Document	5.1.3.3.2.3.1	IMG_5009		jpg	0.061	1	10-IX-2021	10:43:50 CEST
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INDEX	Document	5.1.3.3.2.3.3	IMG_5011		jpg	0.062	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.2.3.4	IMG_5012		jpg	0.049	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.2.3.5	IMG_5013		jpg	0.053	1	10-IX-2021	10:43:50 CEST
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INDEX	Document	5.1.3.3.2.3.10	IMG_5018		jpg	0.074	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.2.3.11	IMG_5019		jpg	0.053	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.2.3.12	IMG_5020		jpg	0.071	1	10-IX-2021	10:43:50 CEST
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INDEX	Document	5.1.3.3.2.3.14	IMG_5022		jpg	0.069	1	10-IX-2021	10:43:50 CEST
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INDEX	Document	5.1.3.3.2.3.19	IMG_5027		jpg	0.049	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.2.3.20	IMG_5028		jpg	0.048	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.2.3.21	IMG_5029		jpg	0.05	1	10-IX-2021	10:43:50 CEST
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INDEX	Document	5.1.3.3.2.3.27	IMG_5038		jpg	0.031	1	10-IX-2021	10:43:50 CEST

INDEX	Document	5.1.3.3.6.1.4.1.1.7	D01_01_07 - Detail zázemí - Textil KIK	pdf	0,104	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.1.4.1.1.8	D01_01_08 - Detail zázemí - Elektro Planeo	pdf	0,122	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.1.4.1.1.9	D01_01_09 - Pohledy ST + NV	pdf	1,628	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.1.4.1.1.10	D01_01_10 - Pohledy ST + DE	pdf	0,138	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.1.4.1.1.11	D01_01_11 - Půdorys rozdělení prodejných ploch	pdf	0,086	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.1.4.1.1.12	D01_01_12 - Vypis vnitřních otvorů	pdf	0,059	4	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.1.4.1.1.13	D01_01_13 - Vypis vnějších otvorů	pdf	0,12	9	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.1.4.1.1.14	D01_01_14 - Vypis zamečnických prvků	pdf	0,257	7	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.1.4.1.1.15	D01_01_15 - Vypis zamečnických prvků	pdf	0,019	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.1.4.1.1.17	Příloha 1 - Stavební manuál KIK	pdf	1,174	40	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.1.4.1.1.18	Příloha 2 - Stavební manuál Elektro Planeo	pdf	0,199	1	10-IX-2021	10:43:50 CEST
INDEX	Folder	5.1.3.3.6.1.4.1.2	D-01-02 - SK					
INDEX	Folder	5.1.3.3.6.1.4.1.3	D-01-03 - ZT					
INDEX	Document	5.1.3.3.6.1.4.1.3.1	D0103_01_IZ_ZI_DS	pdf	0,076	7	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.1.4.1.3.2	D0103_02_ZI_SITUACE	pdf	0,889	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.1.4.1.3.3	D0103_03_ZI_DISPONICÍLENÍ	pdf	0,14	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.1.4.1.3.4	D0103_04_ZI_VODOVODINP_KOORDINAČNÍ	pdf	0,172	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.1.4.1.3.5	D0103_05_ZI_VODOVODINP_ČÁST A	pdf	0,128	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.1.4.1.3.6	D0103_06_ZI_VODOVODINP_ČÁST BD	pdf	0,149	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.1.4.1.3.7	D0103_07_ZI_VODOVODVENK_KLADSHEMA	pdf	0,087	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.1.4.1.3.8	D0103_08_ZI_VODOVODVENK_VZORŘEZ	pdf	0,082	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.1.4.1.3.9	D0103_09_ZI_KANALIZACEINP_KOORDINAČNÍ	pdf	0,153	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.1.4.1.3.10	D0103_10_ZI_KANALIZACEINP_ČÁST A	pdf	0,118	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.1.4.1.3.11	D0103_11_ZI_KANALIZACEINP_ČÁST BD	pdf	0,148	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.1.4.1.3.12	D0103_12_ZI_LEGENDAZARIZPŘEDMĚTŮ	pdf	0,105	1	10-IX-2021	10:43:50 CEST
INDEX	Folder	5.1.3.3.6.1.4.1.4	D-01-04 - VZT					
INDEX	Document	5.1.3.3.6.1.4.1.4.1	D.01.04.01 - Technická zpráva	pdf	0,174	13	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.1.4.1.4.2	D.01.04.02 - Půdorys 1. NP - vzduchotechnika	pdf	0,25	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.1.4.1.4.3	D.01.04.03 - Půdorys 1. NP - klimatizace	pdf	0,158	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.1.4.1.4.4	D.01.04.04 - Půdorys 1. NP - UT KIK	pdf	0,083	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.1.4.1.4.5	D.01.04.05 - Půdorys 1. NP - vytápění PLANEO + směnárna	pdf	0,085	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.1.4.1.4.6	D.01.04.06 - Funkční schéma vrtání KIK	pdf	0,075	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.1.4.1.4.7	D.01.04.07 - Napojení VZT jednotky na VZT potrubí	pdf	0,053	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.1.4.1.4.8	D.01.04.08 - Napojení přímého výparníku VZT jednotky	pdf	0,048	1	10-IX-2021	10:43:50 CEST
INDEX	Folder	5.1.3.3.6.1.4.1.5	D-01-05 - SIB-SLP					
INDEX	Document	5.1.3.3.6.1.4.1.5.1	D.01.05.01 Technická zpráva	pdf	0,19	19	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.1.4.1.5.2	D.01.05.02	pdf	2,77	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.1.4.1.5.3	D.01.05.03	pdf	0,601	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.1.4.1.5.4	D.01.05.04	pdf	0,526	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.1.4.1.5.5	D.01.05.05	pdf	0,293	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.1.4.1.5.6	D.01.05.06	pdf	0,444	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.1.4.1.5.7	Příloha č.1 - Protokol vnitřních vlivů	pdf	0,483	30	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.1.4.1.5.8	Příloha č.2 - Výpočet osvětlení	pdf	8,711	23	10-IX-2021	10:43:50 CEST
INDEX	Folder	5.1.3.3.6.1.4.1.6	D-01-06 - P8					
INDEX	Document	5.1.3.3.6.1.4.1.6.1	D01_06_01 - TZ	pdf	0,423	14	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.1.4.1.6.2	D01_06_02 - Půdorys 1.NP	pdf	0,125	1	10-IX-2021	10:43:50 CEST
INDEX	Folder	5.1.3.3.6.1.5	E					
INDEX	Document	5.1.3.3.6.1.5.1	HZS Im kraje - Breclav 2018-08-03	pdf	0,361	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.1.5.2	KHS Breclav 2018-07-24	pdf	0,939	2	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.1.5.3	MeU koordinátní plán 2018-09-05	pdf	3,564	9	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.1.5.4	Odpady	pdf	0,046	2	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.1.5.5	Plan Kontrol Prohi	pdf	0,027	2	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.1.5.6	Výkaz výměr	xlsx	0,645	199	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.2	KONTAKTY VÝSTAVBA MIKULOV	docx	0,015	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.3	Rozhodnutí povolení-stavby 2018-11-05	pdf	1,291	7	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.6.4	Úprava PDS elektroinstalace 01_03_2019	rar	13,665			
INDEX	Folder	5.1.3.3.7	Podklady pro kolaudaci					
INDEX	Folder	5.1.3.3.7.1	MICOSX					
INDEX	Folder	5.1.3.3.7.1.1	MIKULOV					

INDEX	Folder	5.1.3.3.7.1.1.1	General ELEKTRO						
INDEX	Document	5.1.3.3.7.1.1.1.1	Doklad o funkun ^o ch zkouAkTch central stop	pdf	0,001	10-IX-2021	10:43:50 CEST		
INDEX	Document	5.1.3.3.7.1.1.1.2	Doklad o funkun ^o ch zkouAkTch NO 2	pdf	0,001	10-IX-2021	10:43:50 CEST		
INDEX	Document	5.1.3.3.7.1.1.1.3	Doklad o funkun ^o ch zkouAkTch NO	pdf	0,001	10-IX-2021	10:43:50 CEST		
INDEX	Document	5.1.3.3.7.1.1.1.4	info@electro-e.cz 20190405 094600	pdf	0,001	10-IX-2021	10:43:50 CEST		
INDEX	Document	5.1.3.3.7.1.1.1.5	info@electro-e.cz 20190322 090649	pdf	0,001	10-IX-2021	10:43:50 CEST		
INDEX	Document	5.1.3.3.7.1.1.1.6	KIK Mikulov NO	pdf	0,001	10-IX-2021	10:43:50 CEST		
INDEX	Document	5.1.3.3.7.1.1.1.7	KIK Mikulov UO	pdf	0,001	10-IX-2021	10:43:50 CEST		
INDEX	Document	5.1.3.3.7.1.1.1.8	Mikulov podova 01082018	dwg	0,001	10-IX-2021	10:43:50 CEST		
INDEX	Document	5.1.3.3.7.1.1.1.9	PD - osvöetlen ^e	pdf	0,001	10-IX-2021	10:43:50 CEST		
INDEX	Document	5.1.3.3.7.1.1.1.10	PD - zfsuvky	pdf	0,001	10-IX-2021	10:43:50 CEST		
INDEX	Document	5.1.3.3.7.1.1.1.11	PD R1.1 rozvad ^o	pdf	0,001	10-IX-2021	10:43:50 CEST		
INDEX	Document	5.1.3.3.7.1.1.1.12	PD R1.2 rozvad ^o	pdf	0,001	10-IX-2021	10:43:50 CEST		
INDEX	Document	5.1.3.3.7.1.1.1.13	PD RE - rozvad ^o	pdf	0,001	10-IX-2021	10:43:50 CEST		
INDEX	Document	5.1.3.3.7.1.1.1.14	PLANEFO scan 000413	pdf	0,001	10-IX-2021	10:43:50 CEST		
INDEX	Document	5.1.3.3.7.1.1.1.15	prohlAšen ^o RP1.1 rozvad ^o	pdf	0,001	10-IX-2021	10:43:50 CEST		
INDEX	Document	5.1.3.3.7.1.1.1.16	prohlAšen ^o RP1.2 rozvad ^o	pdf	0,001	10-IX-2021	10:43:50 CEST		
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INDEX	Document	5.1.3.3.7.1.1.1.21	Vöpolet osvöetlen ^e	pdf	0,001	10-IX-2021	10:43:50 CEST		
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INDEX	Document	5.1.3.3.7.1.1.3.1	Mikulov TZ PO	pdf	0,001	10-IX-2021	10:43:50 CEST		
INDEX	Document	5.1.3.3.7.1.1.3.2	Požární vodovod kontrola	pdf	0,001	10-IX-2021	10:43:50 CEST		
INDEX	Document	5.1.3.3.7.1.1.3.3	scan 000405	pdf	0,001	10-IX-2021	10:43:50 CEST		
INDEX	Folder	5.1.3.3.7.1.1.4	General PODLAHOVA KRYTINA LIND + DLAZBA						
INDEX	Document	5.1.3.3.7.1.1.4.1	Coral FR products CZ 1300247-DOP-306 (2)	pdf	0,001	10-IX-2021	10:43:50 CEST		
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INDEX	Document	5.1.3.3.7.1.1.4.4	Pov Sikalfloor 264 de	pdf	0,001	10-IX-2021	10:43:50 CEST		
INDEX	Document	5.1.3.3.7.1.1.4.5	Pov Sikagard Wellcoat N de (1)	pdf	0,001	10-IX-2021	10:43:50 CEST		
INDEX	Document	5.1.3.3.7.1.1.4.6	prohlAšen ^o -o vlastnostech-bii-w-1301_20181122	pdf	0,001	10-IX-2021	10:43:50 CEST		
INDEX	Document	5.1.3.3.7.1.1.4.7	prohlAšen ^o -o vlastnostech-bii-w-13-01	pdf	0,001	10-IX-2021	10:43:50 CEST		
INDEX	Document	5.1.3.3.7.1.1.4.8	ProhlAšen ^o o vlastnostech Gresline B.13.01_20130701	pdf	0,001	10-IX-2021	10:43:50 CEST		
INDEX	Document	5.1.3.3.7.1.1.4.9	Protiskliz Taurus a Gresline 30x30	pdf	0,001	10-IX-2021	10:43:50 CEST		
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INDEX	Folder	5.1.3.3.7.1.1.5	General ProhlAšení						
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INDEX	Document	5.1.3.3.7.1.1.5.3	OSVĚTENÍ O AUTORIZACI	jpg	0,001	10-IX-2021	10:43:50 CEST		
INDEX	Document	5.1.3.3.7.1.1.5.4	prohlAšen ^o firmy prováděcí stavbu-likvidace odvod ^o	pdf	0,001	10-IX-2021	10:43:50 CEST		
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INDEX	Document	5.1.3.3.7.1.1.6.5	Pov ST line flex excelent	pdf	0,001	10-IX-2021	10:43:50 CEST		
INDEX	Document	5.1.3.3.7.1.1.6.6	pov sadrova sterka	pdf	0,001	10-IX-2021	10:43:50 CEST		
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INDEX	Document	5.1.3.3.7.2.4.9	Protisklip Taurus a Gresline 30x30		pdf	0,079	1	10-IX-2021	10:43:50 CEST
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INDEX	Document	5.1.3.3.7.2.6.11	PoV ST line flex excelent		pdf	0,082	1	10-IX-2021	10:43:50 CEST
INDEX	Document	5.1.3.3.7.2.6.12	poV sádrova sterka		pdf	0,326	1	10-IX-2021	10:43:50 CEST
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INDEX	5.1.3.4	Posudek radonové riziko 0105 1196	pdf	0,314	2	13-XII-2023	17:55:24 CET
INDEX	5.1.3.5	Statická část PD ověření Stavebním úřadem 1402_2000	pdf	0,534	3	13-XII-2023	17:55:24 CET
INDEX	5.1.3.6	PD Mikulov soupis	docx	3,621	7	13-XII-2023	17:55:24 CET
INDEX	5.1.4	PBR dokumentace - NAWVZ 5.1.3.3.5					
INDEX	5.1.5	Dokumentace technického vybavení - NA					
INDEX	5.1.6	Sázumátková a ústředních zářivků - NA					
INDEX	5.1.7	Průřez energetické náročností budovy (PENB)					
INDEX	5.1.7.1	PENB - RP Mikulov 13-08-2015	pdf	0,849	11	10-IX-2021	10:43:50 CEST
INDEX	5.1.7.2	29 PENB - OC Mikulov 2022 s FVE	pdf	2,896	11	12-XII-2023	15:41:19 CET
INDEX	5.1.7.3	29 PENB - OC Mikulov 2022	pdf	0,881	12	12-XII-2023	15:41:19 CET
INDEX	5.1.8	Certifikát udržitelnosti (LEEDS - BREEAM) - NA					
INDEX	5.1.9	Manuál provozní a údržbové - NA					
INDEX	5.1.10	Revize					
INDEX	5.1.10.1	Dvěře - NA					
INDEX	5.1.10.1.1	AD - planeo_KIK_jaso 22-01-2020	pdf	0,367	1	10-IX-2021	10:43:50 CEST
INDEX	5.1.10.1.2	Termetal - servis SMĚNARNA 06-2019	pdf	0,498	1	10-IX-2021	10:43:50 CEST
INDEX	5.1.10.2	ELEKTRO - NA					

INDEX	Document	5.1.10.8.1.2	AD - Roční kontrola Planéo.KIK.Jaso 15-05-2023	pdf	0,422	1	12-XII-2023	16:58:20 CET
INDEX	Folder	5.1.10.8.2	Derivace					
INDEX	Folder	5.1.10.8.2.1	Přechod					
INDEX	Document	5.1.10.8.2.1.1	DDD celý objekt 10-11-2023 Faktura	pdf	0,108	1	12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.2.1.2	Fasáda - pavoučkovač 2021-10-22	pdf	0,436	1	12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.2.2	DDD celý objekt 10-11-2023	pdf	0,557	3	12-XII-2023	16:58:20 CET
INDEX	Folder	5.1.10.8.3	ELEKTRO					
INDEX	Folder	5.1.10.8.3.1	1 - Východ					
INDEX	Folder	5.1.10.8.3.1.1	TECH INSPEKCE ČR - silnoproud 2019					
INDEX	Document	5.1.10.8.3.1.1.1	TJČR č.3	pdf	0,316	1	12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.3.1.1.2	TJČR č.1	pdf	0,506	1	12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.3.1.1.3	TJČR č.2	pdf	0,14	1	12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.3.1.1.4	TJČR č.4	pdf	0,129	1	12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.3.1.1.5	TJČR č.5	pdf	0,224	1	12-XII-2023	16:58:20 CET
INDEX	Folder	5.1.10.8.3.1.2	VÝCH: REVIZE - rozvaděč RE 07-08-2019					
INDEX	Document	5.1.10.8.3.1.2.1	KIK2	jpg	3,239	1	12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.3.1.2.2	kik foto	jpg	6,619	1	12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.3.1.2.3	VÝCH. REVIZE - rozvaděč RE 07-08-2019	pdf	1,288	9	12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.3.1.3	KIK protokol rozvaděč 4-2019	pdf	0,427	1	12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.3.1.4	Mikulov Protokol o určení vnějších vlivů 12-06-2018	pdf	0,399	1	12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.3.1.5	VÝCH. REV. ELEKTRO (Plan.KIK.Směn) 14-04-2019	pdf	3,852	10	12-XII-2023	16:58:20 CET
INDEX	Folder	5.1.10.8.3.2	2 - Přechod					
INDEX	Folder	5.1.10.8.3.2.1	Elektro 28-07-2017					
INDEX	Document	5.1.10.8.3.2.1.1	Elektro 28-07-2017	zip	6,782		12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.3.2.1.2	HERNA	pdf	1,34	7	12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.3.2.1.3	JASO	pdf	0,979	5	12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.3.2.1.4	KIK	pdf	3,224	16	12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.3.2.1.5	LASCHKE	pdf	1,017	5	12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.3.2.1.6	SMENARNA	pdf	0,934	5	12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.3.2.1.7	Thumbs	db	6,012		12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.3.2.1.8	VACANT	pdf	1,337	7	12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.3.2.1.9	VOLARIKOVÁ	pdf	0,972	5	12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.3.2.2	Faktura Kubin 2023	pdf	0,13	1	12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.3.2.3	Revize ELEKTRO - JASO 23-07-2018	pdf	0,361	5	12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.3.2.4	Revize VO-ELEKTRO (Plan.KIK.Směn) 12-05-2021	pdf	3,256	8	12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.3.3	Revize ELEKTRO - MinkART 05-02-2023	pdf	1,212	4	12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.3.4	revize ELEKTRO a NO KIK a PLANEO 26-06-2023	pdf	7,057	10	12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.3.5	revize ELEKTRO a NO Směrná 29-06-2023	pdf	2,965	5	12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.3.6	revize ELEKTRO JASO 29-06-2023	pdf	2,05	4	12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.3.7	revize ELEKTRO VO 29-06-2023	pdf	1,959	4	12-XII-2023	16:58:20 CET
INDEX	Folder	5.1.10.8.4	HROMOSVOD					
INDEX	Folder	5.1.10.8.4.1	Přechod					
INDEX	Document	5.1.10.8.4.1.1	Hromosvod 05-05-2017	pdf	0,591	4	12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.4.1.2	Hromosvod 18-06-2009	pdf	0,197	2	12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.4.2	Hromosvod 08-08-2019	pdf	0,117	4	12-XII-2023	16:58:20 CET
INDEX	Folder	5.1.10.8.5	KOTLE					
INDEX	Folder	5.1.10.8.5.1	1. Přechod					
INDEX	Folder	5.1.10.8.5.1.1	Kotle 12-04-2020					
INDEX	Document	5.1.10.8.5.1.1.1	Servis kotlů - JASO 12-04-2020	pdf	0,2	1	12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.5.1.1.2	Servis kotlů - KIK 12-04-2020	pdf	0,36	2	12-XII-2023	16:58:20 CET
INDEX	Folder	5.1.10.8.5.1.2	Ro.2019					
INDEX	Folder	5.1.10.8.5.1.2.1	Kotle 07-07-2017					
INDEX	Document	5.1.10.8.5.1.2.1.1	Herna	pdf	0,209	1	12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.5.1.2.1.2	Jaso	pdf	0,207	1	12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.5.1.2.1.3	Vnitřní jednotky	pdf	0,206	1	12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.5.1.3	01 Protherm kotle kontakty Mikulov	jpg	0,132	1	12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.5.1.4	Faktura 231058 PAVEL DOBIÁŠ	pdf	0,241	1	12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.5.1.5	Příloha k faktuře 231058 Pavel Dobiáš	jpg	0,31	1	12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.5.1.6	Servis kotle - JASO 30-04-2021	pdf	0,446	2	12-XII-2023	16:58:20 CET

INDEX	Document	5.1.10.8.10.3	Revize Úniku chladiva KIK 03-03-2023	pdf	0,38	1	12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.10.4	Revize Úniku chladiva Planeo 03-03-2023	pdf	0,38	1	12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.10.5	Service Jaso 03-03-2023	pdf	0,62	1	12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.10.6	Service KIK 03-03-2023	pdf	0,634	1	12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.10.7	Service KIK VZT Filtry Fara 23-10-2023	tif	0,176	1	12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.10.8	Service Planeo 03-03-2023	pdf	0,617	1	12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.10.9	Service Směnárna 02-06-2023	png	1,854	1	12-XII-2023	16:58:20 CET
INDEX	Document	5.1.10.8.11	Plán revizí Mikulov LL	pdf	0,095	1	13-XII-2023	17:46:37 CET
INDEX	Folder	5.2	Úř. SP, Kolaudace					
INDEX	Folder	5.2.1	SP					
INDEX	Document	5.2.1.1	Rozhodnutí 384-97 změny investora Stavacon-Mikulov 2306 1997	pdf	0,076	2	10-IX-2021	10:43:50 CET
INDEX	Document	5.2.1.2	SP 133-99 zpevněné plochy inž.sítě 3103 1999	pdf	0,117	2	10-IX-2021	10:43:50 CET
INDEX	Document	5.2.1.3	SP 228-97 změna na dvoupodlažní 2805 1997	pdf	0,098	2	10-IX-2021	10:43:50 CET
INDEX	Document	5.2.1.4	SP 241-99 prodejna skla a režimní pro zam. starší 2105 1999	pdf	0,162	2	10-IX-2021	10:43:50 CET
INDEX	Document	5.2.1.5	SP 408-2000 prodejna skla Bohemia 3107 2000	pdf	0,187	4	10-IX-2021	10:43:50 CET
INDEX	Folder	5.2.2	Úř					
INDEX	Document	5.2.2.1	Úř 630 2013 rozšíření parkovacích ploch Joker 1411 2013	pdf	0,849	12	10-IX-2021	10:43:50 CET
INDEX	Folder	5.2.3	KR					
INDEX	Document	5.2.3.1	KR 47-97 Supermarket Albert 1807 1997	pdf	0,155	3	10-IX-2021	10:43:50 CET
INDEX	Document	5.2.3.2	KR 48-2000 prodejna Nový Sesám Ahold 1603 2000	pdf	0,397	2	10-IX-2021	10:43:50 CET
INDEX	Document	5.2.3.3	KR 103-2000 ostatní prodejny 2806 2000	pdf	0,42	2	10-IX-2021	10:43:50 CET
INDEX	Document	5.2.3.4	KR 136-2000 prodejna skla 0908 2000	pdf	0,152	3	10-IX-2021	10:43:50 CET
INDEX	Document	5.2.3.5	KR 181-99 vestavba 3 prodejních jednotek 0109 1999	pdf	0,09	1	10-IX-2021	10:43:50 CET
INDEX	Folder	5.2.4	Ostatní					
INDEX	Document	5.2.4.1	MěÚ sdělení označení budovy 0508 2016	pdf	0,115	2	10-IX-2021	10:43:50 CET
INDEX	Document	5.2.4.2	MěÚ sdělení označení budovy 1508 2016	pdf	0,157	1	10-IX-2021	10:43:50 CET
INDEX	Document	5.2.4.3	Místní úprava provozu 1104 2016	pdf	0,106	2	10-IX-2021	10:43:50 CET
INDEX	Document	5.2.4.4	místní úprava provozu 2204 2016	pdf	0,106	2	10-IX-2021	10:43:50 CET
INDEX	Document	5.2.4.5	Smlouva provedení stavby rozšíření PARKOVÁNÍ 2607 2013	pdf	0,093	2	10-IX-2021	10:43:50 CET
INDEX	Document	5.2.4.6	Souhlas posunutí invalidního stání park. 2204 2016	pdf	0,106	2	10-IX-2021	10:43:50 CET
INDEX	Folder	5.2.5	prodejní stánek Tomáš Střeška-vevče					
INDEX	Document	5.2.5.1	KS 753 2017 prodejní stánek 3107 2017	pdf	0,285	2	10-IX-2021	10:43:50 CET
INDEX	Document	5.2.5.2	MěÚ kolaudační souhlas 753 2017	pdf	0,285	2	10-IX-2021	10:43:50 CET
INDEX	Document	5.2.5.3	MěÚ závěr kontrol prohl. prodejní stánek Střeška 2007 2017	pdf	0,389	2	10-IX-2021	10:43:50 CET
INDEX	Folder	5.2.6	Rekonstrukce 2019					
INDEX	Document	5.2.6.1	HZS Jihomoravský kraj Souhl. závazné stanovisko 1705 2019	pdf	0,698	1	10-IX-2021	10:43:50 CET
INDEX	Document	5.2.6.2	HZS stanovisko kolaudace 17 5 2019	pdf	0,617	1	10-IX-2021	10:43:50 CET
INDEX	Document	5.2.6.3	Kolaudační souhlas 2019-05-15	pdf	0,293	3	10-IX-2021	10:43:50 CET
INDEX	Document	5.2.6.4	MěÚ Mikulov Kolaudační souhlas 1505 2019	pdf	0,293	3	10-IX-2021	10:43:50 CET
INDEX	Document	5.2.6.5	MěÚ Mikulov Předání PD k SP 2301 2019	pdf	0,222	1	10-IX-2021	10:43:50 CET
INDEX	Document	5.2.6.6	MěÚ Mikulov Rozhodnutí 583 2018 Stavební Povolení 2201 2019	pdf	2,627	7	10-IX-2021	10:43:50 CET
INDEX	Document	5.2.6.7	MěÚ vyzva účast kontrolní prohlídka stavby 2019-04-25	pdf	0,342	3	10-IX-2021	10:43:50 CET
INDEX	Document	5.2.6.8	MěÚ zadost-o kolaudační-souhlas 2019-04-15	pdf	0,238	5	10-IX-2021	10:43:50 CET
INDEX	Document	5.2.6.9	Oznámení o zahájení prací BOZP 2402 2019	pdf	0,304	1	10-IX-2021	10:43:50 CET
INDEX	Document	5.2.6.10	Souhlas změna barev Mikulov 13 3 2019	pdf	0,805	8	10-IX-2021	10:43:50 CET
INDEX	Document	5.2.6.11	SP Mikulov 05 11 2018	pdf	4,006	4	10-IX-2021	10:43:50 CET
INDEX	Document	5.2.6.12	Stanovisko statika Žák 2019-04-03	pdf	1,275	4	10-IX-2021	10:43:50 CET
INDEX	Document	5.2.6.13	Stítek stavba povolena Mikulov 23 11 2018	pdf	0,234	1	10-IX-2021	10:43:50 CET
INDEX	Folder	5.2.7	schodiště 2020					
INDEX	Document	5.2.7.1	Město Mikulov - závazné stanovisko	pdf	0,389	3	10-IX-2021	10:43:50 CET
INDEX	Document	5.2.7.2	MěÚ souhlas schodiště 1604 2020	pdf	0,341	2	10-IX-2021	10:43:50 CET
INDEX	Document	5.2.7.3	MěÚ SP schodiště Mikulov 0510 2020	pdf	3,502	12	10-IX-2021	10:43:50 CET
INDEX	Document	5.2.7.4	MěÚ Zahájení stavební-uzemní řízení schodiště 0307 2020	pdf	1,281	4	10-IX-2021	10:43:50 CET
INDEX	Folder	5.2.8	výroba studené kuchyně					
INDEX	Document	5.2.8.1	Souhlas změna užívání 623-2005 studená kuchyně 2.NP 1010 2005	pdf	0,138	3	10-IX-2021	10:43:50 CET
INDEX	Folder	5.2.9	změna užívání herona					
INDEX	Document	5.2.9.1	Rozhodnutí 669-2005 změna BAR-HERNA 2410 2005	pdf	0,348	4	10-IX-2021	10:43:50 CET
INDEX	Folder	5.2.10	změna užívání ZOO shop					
INDEX	Document	5.2.10.1	Změna užívání ZOOshop 2013	pdf	0,127	2	10-IX-2021	10:43:50 CET

Příloha
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Annex
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SpV Jméno	Nájemce	JEDNOTKA/PROSTOR					NÁJEMNÍ SMLOUVY			Periodičta nájmu	Druh dokladu	
		Město	Nájemní jednotka	Typ prostoru	Plocha m2	GLA [m2]	Status	Nájemní smlouva od:	Nájemní smlouva do:			Ukončení n/a nájmu
Retail Park Mikulov s.r.o.	Břeclavská směnárna s.r.o.	Mikulov	001	Retail	14,60	14,60	Pronajatý	29.05.2019	29.05.2024		Kvartálně	Splátkový kalendář
Retail Park Mikulov s.r.o.	FAST ČR, a.s.	Mikulov	002	Retail	501,25	501,25	Pronajatý	22.05.2019	02.05.2024		Kvartálně	Splátkový kalendář
Retail Park Mikulov s.r.o.	JASO-CASH and CARRY, s.r.o.	Mikulov	004	Retail	184,20	184,20	Pronajatý	13.04.2011	31.10.2024		Měsíčně	Splátkový kalendář
Retail Park Mikulov s.r.o.	KIK textil a Non-Food spol. s r.o.	Mikulov	003	Retail	1 000,00	1 000,00	Pronajatý	13.06.2019	28.05.2027		Měsíčně	Splátkový kalendář
Retail Park Mikulov s.r.o.	Radek Marčík	Mikulov	005	Retail	65,11	66,00	Pronajatý	01.09.2022	31.08.2027		Měsíčně	Splátkový kalendář

NÁJEM		HLÁŠENÍ OBRATŮ		SERVICE CHARGE		BREAK OPCE						
Smluvní měna nájmu	Měsíční nájem ve měně nájmu	Popis skokového nájmu	Obrátové nájemné: %	Výpočet obrátového nájemného	Periodičita hlášení obrátů	Typ SCH	Měna SCH	Měsíční částka SCH	Datum ukončení - BREAK OPCE	Notifikace použití BREAK OPCE	OPCE na prodloužení	OPCE - datum notifikace
CZK	18 240,83					Zúčtovatelné	CZK	300,00		NEJÍ	1x5 let	29.11.2023
CZK	140 662,26					Zúčtovatelné	CZK	10 025,00		NEJÍ	1x5 let	02.11.2023
CZK	34 314,32					Zúčtovatelné	CZK	3 000,00		NEJÍ	VYČERPANÁ	
CZK	102 931,59					Paušál	CZK	25 000,00		NEJÍ	2x3 roky	28.09.2026
CZK	19 567,00					Paušál	CZK	2 488,81		NEJÍ	1x5 let	28.02.2027

OPCE NA PRODLOUŽENÍ	JISTOTA				INDEXACE								
	Druh jistoty	Měna garance	Celková garance v měně	Datum expirace garance	Typ Indexace	Indexace nájem	Indexace nájmů: MIN	Indexace nájmů: MAX	Jistá inflace (pro Nájem)	Minimální inflace (nájem)	Maximální inflace (nájem)	Datum první Indexace	Datum poslední Indexace
OPCE (prodloužení) - popis													
žádost o prodloužení 6 měsíců před koncem	Kauce	CZK	40 089,00		CZ CPI	Nájem	0,00%	100,00%				01.01.2020	01.01.2024
žádost o prodloužení 6 měsíců před koncem	Kauce	CZK	400 300,00		CZ CPI	Nájem	0,00%	100,00%				01.01.2020	01.01.2024
žádost o prodloužení 8 měsíců před koncem	Kauce	CZK	70 000,00		CZ CPI	Nájem	0,00%	100,00%				01.01.2013	01.01.2024
žádost o prodloužení 8 měsíců před koncem					HICP EU	Nájem + Služby	0,00%	70,00%				13.06.2022	13.06.2022
Neoznámí-li Jedna ze smluvních stran, že nemá zájem pokračovat nejpozději 6 měsíců před koncem doby nájmu, smlouva se prodloužuje o.	Kauce	CZK	58 900,00		CZ CPI	Nájem + Služby	0,00%	100,00%				01.01.2023	01.01.2024

OSTATNÍ PODMÍNKY					
Datum příští indexace	Změna indexace v měsíci	Speciální nebo ostatní podmínky	Exkluzivita	Vrácení jednotky ve stavu	Podmínky pro slevu z nájmu
Prosinec	Leden	100% míry inflace za předchozí kalendářní rok	NENÍ	čl. 7 NS - opravy a úpravy se	
Prosinec	Leden	100% míry inflace za předchozí kalendářní rok	ANO, sortimentní exkluzivita v okruhu 2km od nemovitosti	čl. 7 NS - opravy a úpravy se	
Prosinec	Leden	100% míry inflace za předchozí kalendářní rok	NENÍ	čl. 7 NS - opravy a úpravy se	
13.06.2025	Červen	Indexace vždy ke 3., 6. a 9. a každému dalšímu 3. výročí nájmu o 70% průměru procentuálního nárůstu HICP EU25 za uplynulé tři roky, ale	NENÍ	čl. 6 NS - opravy a úpravy se	
01.01.2025	Prosinec	V roce 2024 indexace pouze služeb			pouze v případě, že Nájemce může užívat

Dated the 27th day of February 2024

PALASINO HOLDINGS LIMITED (百樂皇宮控股有限公司)

XIANG SHANG GAMES CO., LTD.

GUOTAI JUNAN CAPITAL LIMITED

AND

GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED

CORNERSTONE INVESTMENT AGREEMENT

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THIS AGREEMENT (this “**Agreement**”) is made on the 27th day of February 2024

BETWEEN:

- (1) **PALASINO HOLDINGS LIMITED** (百樂皇宮控股有限公司), a company incorporated in Cayman Islands, whose registered office is at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands (the “**Company**”);
- (2) **XIANG SHANG GAMES CO., LTD.**, a company incorporated in Taiwan(R.O.C.) whose registered office is at No.356, Jianxing Rd., North Dist., Taichung City 404440, Taiwan(ROC) (the “**Investor**”);
- (3) **GUOTAI JUNAN CAPITAL LIMITED** of 27/F, Low Block, Grand Millennium Plaza, 181 Queen’s Road Central, Hong Kong (“**Guotai Junan Capital**” or the “**Sole Sponsor**”); and
- (4) **GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED** of 27/F, Low Block, Grand Millennium Plaza, 181 Queen’s Road Central, Hong Kong (“**Guotai Junan Securities**” or the “**Sole Overall Coordinator**”).

WHEREAS:

- (A) The Company has made an application for listing of its share capital on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) the public offering by the Company for subscription of initially 14,286,000 Shares (as defined below) (subject to reallocation) in Hong Kong (the “**Hong Kong Public Offering**”), and
 - (ii) a conditional placing of initially 128,571,000 Shares (comprising 71,428,000 new Shares and 57,143,000 sale Shares (including 14,286,000 Reserved Shares under the Preferential Offering))(subject to reallocation and the Over-allotment Option) offered by the Company outside the United States to investors (including placing to professional, institutional and corporate investors and other investors anticipated to have a sizeable demand for the Offer Shares in Hong Kong) in reliance on Regulation S under the Securities Act (as defined below) (the “**International Offering**”).
- (B) Guotai Junan Capital is acting as the sole sponsor, and Guotai Junan Securities is acting as the sole overall coordinator of the Global Offering.
- (C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement, including its schedules, each of the following words and expressions shall have the following meanings:

“affiliate” in relation to a particular individual or entity, unless the context otherwise requires, means any individual or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual or entity specified. For the purposes of this definition, the term “control” (including the terms “controlling”, “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;

“Aggregate Investment Amount” means the amount equal to the Offer Price multiplied by the number of Investor Shares;

“Approvals” has the meaning given to it in clause 6.2(f);

“associate/close associate” shall have the meaning ascribed to such term in the Listing Rules and **“associates/close associates”** shall be construed accordingly;

“Brokerage” means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of Main Board Fees Rules to the Listing Rules;

“business day” means any day (other than Saturday and Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;

“CCASS” means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;

“Closing” means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;

“Companies Ordinance” means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);

“Companies (Winding Up and Miscellaneous Provisions) Ordinance” means the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong);

“connected person/core connected person” shall have the meaning ascribed to such term in the Listing Rules and **“connected persons/core connected persons”** shall be construed accordingly;

“Contracts (Rights of Third Parties) Ordinance” means the Contracts (Rights of third

Parties) Ordinance (Chapter 623 of the Laws of Hong Kong);

“controlling shareholder” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and **“controlling shareholders”** shall be construed accordingly;

“dispose of” includes, in respect of any Relevant Shares, directly or indirectly;

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell), or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares, or that represent the right to receive, such Relevant Shares, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or
- (ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or
- (iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or
- (iv) agreeing or contracting to, or publicly announcing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and **“disposal”** shall be construed accordingly;

“Global Offering” has the meaning given to it in Recital (A);

“Governmental Authority” means any governmental, regulatory or administrative commission, board, body, authority or agency, or any stock exchange, self-regulatory organization or other non-governmental regulatory authority, or any court, judicial body, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational;

“Group” means the Company and its subsidiaries;

“HK\$” or **“Hong Kong dollar”** means the lawful currency of Hong Kong;

“Hong Kong” means the Hong Kong Special Administrative Region of the PRC;

“Hong Kong Public Offering” has the meaning given to it in Recital (A);

“Indemnified Parties” has the meaning given to it in clause 6.5, and **“Indemnified**

Party” shall mean any one of them, as the context shall require;

“International Offering” has the meaning given to it in Recital (A);

“International Offering Circular” means the final offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering;

“Investor Shares” means the number of Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the Sole Overall Coordinator;

“Laws” means all laws, statutes, legislation, ordinances, rules, regulations, guidelines, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including the Stock Exchange and the SFC) of all relevant jurisdictions;

“Levies” means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date) and the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date), in each case, of the Aggregate Investment Amount;

“Listing Date” means the date on which the Shares are initially listed on the Main Board of the Stock Exchange;

“Listing Rules” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing decisions, guidelines and other requirements of the Stock Exchange;

“Lock-up Period” has the meaning given to it in clause 5.1;

“Offer Price” means the final Hong Kong dollar price per Share (exclusive of Brokerage and Levies) at which the Shares are to be offered or sold pursuant to the Global Offering;

“Over-allotment Option” has the meaning given to it in the International Offering Circular;

“Parties” means the named parties to this Agreement, and **“Party”** shall mean any one of them, as the context shall require;

“PRC” means the People’s Republic of China, excluding, for purposes of this Agreement only, Hong Kong, Macau Special Administrative Region of the PRC and Taiwan;

“Preliminary Offering Circular” means the preliminary offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering, as amended or supplemented from time to time;

“Professional Investor” has the meaning given to it in Part 1 of Schedule 1 to the SFO;

“Prospectus” means the final prospectus to be issued in Hong Kong by the Company in connection with the Hong Kong Public Offering;

“Public Documents” means the Preliminary Offering Circular and the International Offering Circular for the International Offering, the Prospectus and application forms to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

“Regulators” has the meaning given to it in clause 6.2(h);

“Relevant Shares” means the Investor Shares subscribed for by the Investor pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares, including but not limited to any convertibles, equity-linked securities and derivatives with underlying assets being the Shares, pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

“Securities Act” means the United States Securities Act of 1933, as amended;

“SFC” means The Securities and Futures Commission of Hong Kong;

“SFO” means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong);

“Shares” means the ordinary shares in the share capital of the Company having a nominal value of HK\$0.01 each immediately after the Share Subdivision (as defined in the Prospectus), which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

“Stock Exchange” means The Stock Exchange of Hong Kong Limited;

“subsidiary” has the meaning given to it in the Companies Ordinance;

“U.S.” and **“United States”** means the United States of America, its territories and possessions, any state of the United States and the District of Columbia; and

“U.S. Person” has the meaning given to it in Regulation S under the Securities Act.

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to a **“clause”**, **“sub-clause”** or **“schedule”** is a reference to a clause or sub-clause of or a schedule to this Agreement;
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- (c) the schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the schedules;

- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- (f) a reference to a statute or statutory provision includes a reference:
 - (i) to that statute or provision as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
 - (ii) to any repealed statute or statutory provision which it re-enacts (with or without modification); and
 - (iii) to any subordinate legislation made under it;
- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
- (h) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
- (i) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Sole Overall Coordinator and the Sole Sponsor) and other terms and conditions of this Agreement:

- (a) the Investor will subscribe for, and the Company will issue, allot and place and the Sole Overall Coordinator will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering and through the Sole Overall Coordinator and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and the Investor will pay the

Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

- 2.2 The Investor may elect by notice in writing served to the Company, the Sole Overall Coordinator and the Sole Sponsor not later than five business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor (“**Investor Subsidiary**”) that is a Professional Investor and is (i) not a U.S. Person; (ii) located outside the United States and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:
- (a) the Investor shall procure the Investor Subsidiary on such date to provide to the Company, the Sole Overall Coordinator and the Sole Sponsor written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, acknowledgements and confirmations given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, acknowledgements and confirmations given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of the Investor Subsidiary, and
 - (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Sole Overall Coordinator and the Sole Sponsor the due and punctual performance and observance by the Investor Subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, acknowledgements, confirmations and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Sole Overall Coordinator or the Sole Sponsor (as the case may be) any sum which the Investor Subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of the Investor Subsidiary under this Agreement without requiring the Company, the Sole Overall Coordinator or the Sole Sponsor first to take steps against the Investor Subsidiary or any other person. Except where the context otherwise requires, the term Investor shall be construed in this Agreement to include the Investor Subsidiary.

2.3 [INTENTIONALLY DELETED].

2.4 The Company (for itself and on behalf of the selling shareholder) and the Sole Overall Coordinator (on behalf of itself and the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Sole Overall Coordinator in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

3. CLOSING CONDITIONS

- 3.1 The Investor's obligation under this Agreement to subscribe for, and obligations of the Company and the Sole Overall Coordinator to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Sole Overall Coordinator and the Sole Sponsor) at or prior to the Closing:
- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;
 - (b) the Offer Price having been agreed upon between the Company (for itself and on behalf of the selling shareholder) and the Sole Overall Coordinator (on behalf of the underwriters of the Global Offering);
 - (c) the Listing Committee of the Stock Exchange having granted the listing of, and permission to deal in, the Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the Shares on the Stock Exchange;
 - (d) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and
 - (e) the respective representations, warranties, undertakings and confirmations of the Investor in relation to itself and the Investor Subsidiary under this Agreement are accurate and true in all respects and not misleading and that there is no material breach of this Agreement on the part of the Investor.
- 3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Sole Overall Coordinator and the Sole Sponsor) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Sole Overall Coordinator and the Sole Sponsor), the obligation of the Investor to purchase, and the obligations of the Company and the Sole Overall Coordinator to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor

by such other party without interest as soon as commercially practicable and in any event no later than 30 days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Sole Overall Coordinator and/or the Sole Sponsor shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective representations, warranties and undertakings and acknowledgements given by the Investor respectively under this Agreement during the period until the aforementioned date under this clause.

- 3.3 The Investor acknowledge(s) that there can be no guarantee that the Global Offering will be completed, and no liability of the Company, the Sole Overall Coordinator or the Sole Sponsor to the Investor will arise if the Global Offering is not completed for any reason by the dates and times contemplated or at all. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Sole Overall Coordinator and/or the Sole Sponsor or their respective affiliates on the basis that the Global Offering is not completed for any reason by the dates and times contemplated or at all.

4. CLOSING

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Sole Overall Coordinator (and/or their affiliates) in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, at such time and in such manner as shall be determined by the Company and the Sole Overall Coordinator.
- 4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Sole Overall Coordinator) by same day value credit no later than one (1) clear business day prior to the Listing Date in Hong Kong dollars by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Sole Overall Coordinator in writing no later than two (2) clear business days prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.
- 4.3 [INTENTIONALLY DELETED].
- 4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Sole Overall Coordinator in writing no later than two (2) business days prior to the Listing Date.

- 4.5 Delivery of, and payment for the Investor Shares may be made in any other manner which the Company, the Sole Overall Coordinator, the Sole Sponsor and the Investor may agree in writing, provided that, payment for and delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised.
- 4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Sole Overall Coordinator and the Sole Sponsor reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Sole Overall Coordinator and the Sole Sponsor shall cease and terminate (but without prejudice to any claim which the Company, the Sole Overall Coordinator and the Sole Sponsor may have against the Investor arising out of its failure to comply with their respective obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.
- 4.7 The Company, the Sole Overall Coordinator and the Sole Sponsor respectively shall not be liable for any failure or delay in the performance of its obligations under this Agreement if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond the Company's, the Sole Sponsor's or the Sole Overall Coordinator's (as the case may be) control, including, but not limited to, acts of God, flood, war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, other industrial action, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labour dispute, epidemic or pandemic, outbreaks, escalation, mutation or aggravation of diseases (including but not limited to the Coronavirus (COVID-19)), calamity, crisis, public disorder, earthquake, tsunami, volcanic eruption, outbreak or escalation of hostilities (whether or not war is declared), declaration of a regional, national or international emergency, economic sanctions, political change, paralysis in government operations, interruption or delay in transportation and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR

- 5.1 Subject to clause 5.2, the Investor (for itself and on behalf of the Investor Subsidiary, if applicable) agrees, covenants with and undertakes to the Company, the Sole Overall Coordinator and the Sole Sponsor that without the prior written consent of each of the Company, the Sole Overall Coordinator and the Sole Sponsor, the Investor and the Investor Subsidiary will not, whether directly or indirectly, at any time during the period of six (6) months from the Listing Date (the "**Lock-up Period**"), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares; (ii) allow itself to undergo a change of control (as defined

in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction or (iv) agree or contract to, or publicly announce any intention to enter into, any transaction described above whether any of the foregoing transactions described above is to be settled by delivery of share capital or such other securities, in cash or otherwise.

5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any Investor Subsidiary of the Investor, provided that, in all cases:

- (a) prior to such transfer, the Investor Subsidiary gives a written undertaking (addressed to and in favor of the Company, the Sole Overall Coordinator and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that the Investor Subsidiary will, be bound by the Investor's obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor, as if the Investor Subsidiary were itself subject to such obligations and restrictions;
- (b) the Investor Subsidiary shall be deemed to have given the same acknowledgements, representations and warranties as provided in clause 6;
- (c) the Investor and the Investor Subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;
- (d) if at any time prior to expiration of the Lock-up Period, the Investor Subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favour of the Company, the Sole Overall Coordinator and the Sole Sponsor in terms satisfactory to them) agreeing to be bound by the Investor's obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgement, representations and warranties hereunder, as if the Investor Subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and
- (e) the Investor Subsidiary is (i) not a U.S. Person; (ii) located outside the United States and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Sole Overall Coordinator and the Sole Sponsor, the aggregate holding (direct and indirect) of the Investor, its close associates and any person(s) acting in concert with the Investor in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital.

- 5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Sole Overall Coordinator and/or the Sole Sponsor, provide reasonable evidence to the Company, the Sole Overall Coordinator and the Sole Sponsor showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not and shall procure that none of its controlling shareholder(s), associates and its respective beneficial owners shall, apply for or place an order through the book building process for Shares in the Global Offering (other than the Investor Shares) or make an application for Shares in the Hong Kong Public Offering.
- 5.5 The Investor and its respective affiliates, directors, officers, employees or agents shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Chapter 4.15 of the Guide for New Listing Applicants issued by the Stock Exchange or written guidance published by the Hong Kong regulators), with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, officers, employees or agents.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

- 6.1 The Investor (for itself and on behalf of the Investor Subsidiary) acknowledges, agrees and confirms to each of the Company, the Sole Overall Coordinator and the Sole Sponsor that:
- (a) each of the Company, the Sole Overall Coordinator (for and on behalf of all underwriters), the Sole Sponsor and their respective affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents;
 - (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available for public inspection in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;

- (c) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;
- (d) the Investor Shares will be subscribed for by the Investor through the Sole Overall Coordinator and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;
- (e) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (f) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (g) the Sole Overall Coordinator and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders;
- (h) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Sole Overall Coordinator and/or the Sole Sponsor have entered into, or may and/or proposed to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (i) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;
- (j) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an "offshore transaction" (as defined in Regulation S under the Securities Act) in accordance with Regulation S and in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;
- (k) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;

- (l) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, officers, employees, advisers and representatives (the "**Authorized Recipients**") on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(k)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(k)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

- (m) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
 - (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;
 - (ii) no offers of, or invitations to subscribe for, acquire or purchase, any Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its respective representatives; and
 - (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the

Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);

- (n) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (o) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Sole Overall Coordinator or the Sole Sponsor concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its respective agents all documents and information in relation to an investment in the Investment Shares required by or on behalf of the Investor;
- (p) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information which may have been furnished to the Investor by or on behalf of the Company, the Sole Overall Coordinator and/or the Sole Sponsor (including their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Sole Overall Coordinator (for and on behalf of the underwriters), the Sole Sponsor and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Sole Overall Coordinator, the Sole Sponsor and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained the International Offering Circular;
- (q) none of the Sole Overall Coordinator, the Sole Sponsor, the other underwriters and their respective directors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith;

- (r) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;
- (s) it has conducted its own investigation with respect to the Company and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Sole Overall Coordinator, the Sole Sponsor or the underwriters in connection with the Global Offering and none of the Company, the Sole Overall Coordinator, the Sole Sponsor or their respective associates, affiliates, directors, officers, employees, advisors or representatives takes any responsibility as to any tax, legal, currency or other economic or other consequences of the acquisition of or in relation to any dealings in the Investor Shares;
- (t) it understands that no public market now exists for the Investor Shares, and that the Company, the Sole Overall Coordinator, and the Sole Sponsor have made no assurances that a public market will ever exist for the Investor Shares;
- (u) in the event that the Global Offering is not completed for any reason, no liabilities of the Company, the Sole Overall Coordinator, the Sole Sponsor or any of their respective associates, affiliates, directors, officers, employees, advisors, agents or representatives to the Investor or its subsidiaries will arise;
- (v) the Company and the Sole Overall Coordinator will have absolute discretion to change or adjust (i) the number of Shares to be issued under the Global Offering; and (ii) the number of Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and
- (w) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made no later than one (1) clear business day prior to the Listing Date or such other date as agreed in accordance with clause 4.5.

6.2 The Investor (for itself and on behalf of the Investor Subsidiary) further represents, warrants and undertakes to each of the Company, the Sole Overall Coordinator and the Sole Sponsor that:

- (a) it has been duly incorporated and is validly existing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up;

- (b) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
- (c) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement;
- (d) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;
- (e) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
- (f) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed;
- (g) the execution and delivery of this Agreement by the Investor, and the performance by the Investor of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor’s subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;
- (h) it has and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide, or cause to or procure to be provided, either directly or indirectly via the Company, the Sole Overall Coordinator and/or the Sole Sponsor, to the Stock Exchange, the SFC and other governmental, public, monetary or regulatory authorities or bodies or securities exchange, and agrees and consents to the disclosure of, such information (including identity information of the ultimate beneficial owner, if any, of the Investor Shares and/or the person ultimately responsible for the giving of the instruction relating to the acquisition) within the time and as requested by the applicable authorities or bodies or securities exchange (the “**Regulators**”). The Investor further authorizes the Company, the Sole Overall Coordinator, the Sole

Sponsor or their respective affiliates to disclose to such Regulators all information relating to the transactions hereunder as such Regulators may request;

- (i) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;
- (j) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Sole Overall Coordinator or the Sole Sponsor in connection with the transactions contemplated thereunder;
- (k) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;
- (l) if subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” within the meaning of Regulation S under the Securities Act and it is not a U.S. Person;
- (m) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act; the Investor and the Investor’s beneficial owner(s) and/or associates (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Hong Kong Code on Takeovers and Mergers), any connected persons in relation to the control of the Company; and (iii) are not, directly or indirectly, financed, funded or backed by any core connected person (as defined in the Listing Rules) of the Company and are not accustomed to take and have not taken any instructions from any such core connected person in relation to the acquisition, disposal, voting or other disposition of securities of the Company;
- (n) each of the Investor, its beneficial owner(s) and/or associates is not a “connected client” of any of the Sole Overall Coordinator, the Sole Sponsor, the bookrunner(s), the lead manager(s), the underwriters of the Global Offering, the lead broker or any distributors. The terms “connected client”, “lead broker” and “distributor” shall

have the meanings ascribed to them in Appendix 6 (Placing Guidelines for Equity Securities) to the Listing Rules;

- (o) each of the Investor and its beneficial owners are independent of and not connected with the other investors who have participated or will participate in the Global Offering and any of their associates;
- (p) the Investor's account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term "**discretionary managed portfolio**" shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (q) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (r) the Investor has not entered and will not enter into any contractual arrangement with any "distributor" (as defined in Regulation S under the Securities Act) with respect to the distribution of the Shares, except with its affiliates or with the prior written consent of the Company;
- (s) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Guide for New Listing Applicants;
- (t) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any connected person of the Company, by any one of the Sole Overall Coordinator, the Sole Sponsor, or by any one of the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;
- (u) neither the Company, the Sole Overall Coordinator, any underwriter or their respective subsidiaries, agents and affiliates nor any other parties involved in the Global Offering gives or agreed to give the Investor any form of direct or indirect benefits by side letter or otherwise, other than a guaranteed allocation as set out in clause 2 subject to the terms of this Agreement; and
- (v) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

6.3 The Investor represents and warrants to the Company, the Sole Overall Coordinator and the Sole Sponsor that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the

description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements which may be issued by the Company, the Sole Overall Coordinator and/or the Sole Sponsor in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Sole Overall Coordinator and the Sole Sponsor. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Sole Overall Coordinator and/or the Sole Sponsor to ensure its/their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including the Stock Exchange and the SFC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading.

- 6.4 The Investor understands that the representations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Sole Overall Coordinator, the Sole Sponsor, the underwriters, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations and acknowledgements set forth therein, and it agrees to notify the Company, the Sole Overall Coordinator and the Sole Sponsor promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.
- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Sole Overall Coordinator, the Sole Sponsor and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, employees, staff, associates, partners, agents and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its respective officers, directors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.
- 6.6 Each of the respective acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation,

representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date.

6.7 The Company represents, warrants and undertakes that:

- (a) it has been duly incorporated and is validly existing under the laws of Cayman Islands;
- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
- (c) subject to payment and the Lock-Up Period provided under clause 5.1 and fulfillment or waiver (as the case may be) of the closing conditions under clause 3, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank pari passu with the Shares then in issue and to be listed on the Stock Exchange;
- (d) save as disclosed in the Prospectus, none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide for New Listing Applicants issued by the Stock Exchange) with any of the Investors or its affiliates, directors, officers, employees or agents; and
- (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

6.8 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing Shares in the International Offering.

7. TERMINATION

7.1 This Agreement may be terminated:

- (a) in accordance with clauses 3.2 or 4.6;
- (b) solely by the Company, or by each of the Sole Overall Coordinator and the Sole Sponsor, in the event that there is a material breach of this Agreement on the part of the Investor (including a material breach of the representations, warranties, undertakings and confirmations by the Investor under this Agreement) on or before

the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or

(c) with the written consent of all the Parties.

7.2 In the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

8.1 Save as otherwise provided in this Agreement and the non-disclosure agreement entered into by the Investor (if any), none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Sole Overall Coordinator, the Sole Sponsor, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

(a) to the Stock Exchange, the SFC and/or other Regulators to which the Company, the Sole Overall Coordinator and/or the Sole Sponsor is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by the Company and marketing, roadshow materials and other announcements to be issued by the Company, the Sole Overall Coordinator and/or the Sole Sponsor in connection with the Global Offering;

(b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party; and

(c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange and the SFC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available for inspection by the public in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Sole Overall Coordinator and the Sole Sponsor in advance to seek their prior written consent as to the principle, form and content of such disclosure.
- 8.3 The Company and the Sole Sponsor shall use their reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Sole Overall Coordinator and the Sole Sponsor to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Sole Overall Coordinator and the Sole Sponsor and their respective counsels.
- 8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Sole Overall Coordinator or the Sole Sponsor) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange and the SFC.

9. NOTICES

- 9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by clause 9.2 to the following addresses:

If to the Company, to:

Address: 16/F, Far East Consortium Building, 121 Des Voeux Road Central,
Hong Kong
Facsimile: (852) 2815 0412
Attention: Mr. LAW Kwok Tai

If to the Investor, to:

Address: No.356, Jianxing Rd., North Dist., Taichung City 404440,
Taiwan(ROC)
Facsimile: +886-4-2236-1120
Attention: Mr. Chien-Tung Su

If to the Sole Overall Coordinator, to:

Address: 27/F, Low Block, Grand Millennium Plaza, 181 Queen's Road
Central, Hong Kong
Facsimile: +852 2509 7791
Attention: Jean Li, Trista Lv

If to the Sole Sponsor, to:

Address: 27/F, Low Block, Grand Millennium Plaza, 181 Queen's Road
Central, Hong Kong
Facsimile: (852) 2509 4758
Attention: Amy Chow

- 9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

10. GENERAL

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 Save for manifest error, calculations and determinations made in good faith by the Company and the Sole Overall Coordinator shall be conclusive with respect to the number of Investor Shares and the Offer Price for the purposes of this Agreement.
- 10.3 The Investor, the Company, the Sole Overall Coordinator and the Sole Sponsor shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.4 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.
- 10.5 This Agreement will be executed in the English language only.
- 10.6 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions

contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.

- 10.7 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.8 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.9 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
- 10.10 To the extent otherwise set out in this Clause 10.10, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
- (a) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.
 - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.10(a).
- 10.11 Each of the Sole Overall Coordinator and the Sole Sponsor has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Sole Overall Coordinator or Sole Sponsor shall remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.
- 10.12 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

- 10.13 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 10.14 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.
- 10.15 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Sole Overall Coordinator and the Sole Sponsor shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
- 10.16 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

11. GOVERNING LAW AND JURISDICTION

- 11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.
- 11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof ("**Dispute**"), shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong. There shall be three arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect.

12. IMMUNITY

- 12.1 To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award (including any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including any arbitral award) or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

13. PROCESS AGENT

- 13.1 The Investor irrevocably appoints Audere Gaming (Hong Kong) Limited at Room 4, 16/F, Ho King Commercial Centre, 2-16 Fayuen Street, Mongkok, Kowloon, to receive, for it and on its behalf, service of process in the proceedings in Hong Kong. Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the Investor).
- 13.2 If for any reason the process agent ceases to be able to act as such or no longer has an address in Hong Kong, the Investor irrevocably agrees to appoint a substitute process agent acceptable to the Company, the Sole Overall Coordinator and the Sole Sponsor, and to deliver to the Company, the Sole Overall Coordinator and the Sole Sponsor a copy of the new process agent's acceptance of that appointment, within 30 days thereof.

14. COUNTERPARTS

- 14.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar seventy million (HK\$70,000,000) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 1,000 Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – The Hong Kong Public Offering - Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering.

SCHEDULE 2

PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	No.356,JianxingRd.,North Dist., Taichung City 40459, Taiwan(R.O.C.)
Certificate of incorporation number:	24399985
Business registration number:	24399985
Principal activities:	Engages in the provision of slot machines and social games
Ultimate controlling shareholder:	KU, KANG-WEI (顧剛維) and PU, CHUNG-YEN (卜仲妍) (spouse of KU, KANG-WEI) together hold (directly and indirectly) 74.38% of the Investor
Controlling Shareholder(s) and interests held:	<ol style="list-style-type: none">1. KU, KANG-WEI (19.21%)2. KU, KANG-WEI via P AND P INVESTMENT CO., LTD* (晨皓投資有限公司) (19.17%)3. PU, CHUNG-YEN via YUN CHIH CO., LTD* (勻智投資有限公司)(18%)4. PU, CHUNG-YEN via CHEN HUI CO. LTD* (晨慧投資有限公司)(18%) <p>PU, CHUNG-YEN is the spouse of KU, KANG-WEI</p> <p>The remaining 25.62% is held by four individuals (directly and/or indirectly).</p>

Description of the Investor for insertion in the Prospectus: The investor is a private company incorporated in Taiwan and engages in the provision of slot machines and social games.

Note: If the Investor or its ultimate controlling shareholder is listed on the Stock Exchange, please provide the stock code. Please also provide the relevant documents to support the description for verification purposes.

**For identification purposes only*

FOR AND ON BEHALF OF:

PALASINO HOLDINGS LIMITED (百樂皇宮控股有限公司)

By:



Name: PAVEL MARŠÍK

Title: EXECUTIVE DIRECTOR

FOR AND ON BEHALF OF:

XIANG SHANG GAMES CO., LTD.

By:

Name: KANG WEI KU

Title: CEO

FOR AND ON BEHALF OF:

GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED

Name: LI TAN JEAN

Title: EXECUTIVE DIRECTOR

FOR AND ON BEHALF OF:

GUOTAI JUNAN CAPITAL LIMITED

By:

Name: AMY CHOW

Title: ASSOCIATE DIRECTOR

FOR AND ON BEHALF OF:

PALASINO HOLDINGS LIMITED (百樂皇宮控股有限公司)

By:

Name: PAVEL MARŠÍK

Title: EXECUTIVE DIRECTOR

FOR AND ON BEHALF OF:

XIANG SHANG GAMES CO., LTD.

By:



Name: KANG WEI KU

Title: CEO

FOR AND ON BEHALF OF:

GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED

Name: LI TAN JEAN

Title: EXECUTIVE DIRECTOR

FOR AND ON BEHALF OF:

GUOTAI JUNAN CAPITAL LIMITED

By:

Name: AMY CHOW

Title: ASSOCIATE DIRECTOR

FOR AND ON BEHALF OF:

PALASINO HOLDINGS LIMITED (百樂皇宮控股有限公司)

By:

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By:

Name: KANG WEI KU

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GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED



Name: LI TAN JEAN

Title: EXECUTIVE DIRECTOR

FOR AND ON BEHALF OF:

GUOTAI JUNAN CAPITAL LIMITED

By:

Name: AMY CHOW

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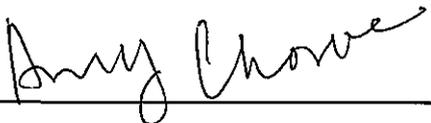
Name: LI TAN JEAN

Title: EXECUTIVE DIRECTOR

FOR AND ON BEHALF OF:

GUOTAI JUNAN CAPITAL LIMITED

By:



Name: AMY CHOW

Title: ASSOCIATE DIRECTOR

Dated the 4th day of March 2024

THE PERSONS NAMED IN SCHEDULE 1

in favour of

PALASINO HOLDINGS LIMITED

DEED OF INDEMNITY

THIS DEED OF INDEMNITY (the "**Deed**") is made on the 4th day of March 2024

BY:

- (1) **THE PERSONS WHOSE NAMES AND ADDRESSES are set out in Schedule 1** hereto (together the "**Indemnifiers**");

IN FAVOUR OF:

- (2) **PALASINO HOLDINGS LIMITED**, a company incorporated under the laws of the Cayman Islands, whose registered office is at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands (the "**Company**"), for itself and as trustee for each of its subsidiaries.

WHEREAS:

- (A) It is intended that the Company will offer new Shares in the share capital of the Company by way of public offer for subscription in Hong Kong, preferential offering and conditional placing of Shares with investors, and sale Shares to be offered by Ample Bonus Limited under the offer for sale (together the "**Global Offering**") as described in the prospectus of the Company to be issued on or about 25 March 2024 (the "**Prospectus**") and the Company has applied for the listing of, and permission to deal in, the Shares on the Main Board of The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**"); and
- (B) the Indemnifiers (as defined above) have agreed to execute this Deed of Indemnity in favour of the Company on the terms set out herein.

THIS DEED WITNESSES AND IT IS HEREBY AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

- (A) In this Deed, unless the context otherwise requires:-

"Accounts" means the audited combined accounts of the Group for each of the three financial years ended 31 March 2023 and six months ended 30 September 2023 as set out in appendix I to the Prospectus or in the audited accounts of the relevant members of the Group Companies for the three financial years ended 31 March 2023 and the unaudited accounts of the relevant members of the Group Companies for the six months ended 30 September 2023;

"Business Day" means any day (other than a Saturday, Sunday or public holiday in Hong Kong) on which licensed banks in Hong Kong are open for business to the public;

"Accounts Date" means 30 September 2023;

"Claim" includes (without limitation) any claim, counterclaim, assessment, notice, demand or other document issued or action or, in respect of tax (including value added tax), any of the aforesaid taken by or on behalf of the Inland Revenue Department of Hong Kong or the relevant fiscal authority of the Czech Republic, Germany, Austria, Malta, Poland or any other revenue, customs, fiscal, statutory or governmental or other authority whatsoever or official in the Czech Republic, Germany, Austria, Malta, Poland, Hong Kong or in any other part of the world from which it appears that any of the Group Companies is liable to repay any payment received from such fiscal, statutory or governmental authority or is liable or is sought to be

made liable for any payment of any form of Taxation or to be deprived or sought to be deprived of any Relief which Relief would, but for such claim, counterclaim, assessment, notice, demand or other document issued or action or, in respect of tax, any of the aforesaid taken, have been available to the Company;

"Effective Date" means the date on which dealings first commence in the Shares on the Stock Exchange;

"Global Offering" has the meanings ascribed to it in the Recitals to this Deed;

"Group" means the Company and its subsidiaries and "Group Company" or "Group Companies" shall be construed accordingly;

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;

"Prospectus" has the meanings ascribed to it in the Recitals to this Deed;

"Shares" means ordinary shares in the capital of the Company;

"Stock Exchange" has the meanings ascribed to it in the Recitals to this Deed;

"Relief" means (without limitation) any loss, relief, allowance, set-off, exemption, reduction or deduction in computing profits or credit or right to repayment of Taxation available to the Company granted by or available pursuant to any legislation in any part of the world concerning or otherwise relating to all forms of Taxation;

"Taxation" means:-

- (i) any liability of the Company to any form of taxation, duties, rates, deduction, withholdings, levies, fees, charges, social security contribution or other impositions (including those of a provisional nature) whenever created or imposed and whether of the Czech Republic, Germany, Austria, Malta, Poland, Hong Kong, or of any part of the world and, whatsoever and without prejudice to the generality of the foregoing, includes any tax computed on profits or income, any tax computed on capital assets, real estate transfer tax, corporate income tax, profits tax, provisional profits tax, interest tax, salaries tax, property tax, value added tax and land appreciation tax, taxes on income, inheritance tax, gift duty, transfer tax, estate duty, death duty, capital duty, stamp duty, payroll tax, employment tax, withholding tax, rates, customs and excise duties and generally other liabilities payable by the Group Companies to the revenue, fiscal or other governmental authorities in the Czech Republic, Germany, Austria, Malta, Poland, Hong Kong or any part of the world;
- (ii) such an amount(s) as is/are referred to in Clause 3(B); and
- (iii) all costs, charges, interests, fines, penalties and expenses incidental or relating to any of the liability to Taxation which is the subject of this Deed, to the extent that the same is or are payable or suffered by the Company;

- (B) In this Deed, references to provisions of the Inland Revenue Ordinance or equivalent laws of any jurisdiction outside Hong Kong are references to the provisions of the Inland Revenue Ordinance (Chapter 112 of the Laws of Hong Kong) ("**Inland Revenue Ordinance**") or equivalent laws of any jurisdiction outside Hong Kong as in force at the date of this Deed but

shall be deemed to include references to all statutory modifications, re-enactments, replacements and extensions of those provisions now or hereafter in force;

- (C) In this Deed, words importing the singular include the plural and vice versa, words importing gender or the neuter include both genders and the neuter and references to persons include bodies corporate or unincorporate;
- (D) In this Deed, headings are for convenience only and shall not affect the construction of this Deed;
- (E) The Schedules to this Deed form an integral part of this Deed and any reference to this Deed shall include a reference to the Schedules; and
- (F) Unless the context otherwise requires, any reference in this Deed to Clauses and Schedules are references to the clauses of and the schedules to this Deed.

2. CONDITIONS

The provisions of this Deed are conditional upon the fulfilment of the conditions (“**Conditions**”) set out in the section headed "Structure of the Global Offering" in the Prospectus. If such conditions are not fulfilled (or waived, where appropriate) prior to the times and dates specified therein or such later date as the parties to this Deed shall agree in writing, this Deed shall become null and void and cease to have effect and none of the parties hereto shall have any claim against the others save for any antecedent breaches of this Deed. The Conditions shall be deemed fulfilled in full on the date on which dealings in the Shares first commence on the Stock Exchange.

3. TAXATION AND OTHER INDEMNITY

- (A) Subject to Clause 4, the Indemnifiers hereby agree and undertake, jointly and severally, with the Company, subject to the terms of the Deed, to indemnify the Company (on its own behalf and as trustee for the Group Companies) and at all times keep the same indemnified on demand from and against all or any depletion or reduction in the value of its assets, or increase in the liabilities, loss or deprivation of any Relief from Taxation of any of the Group Companies as a result of or in connection with any Claim in respect of any income, profit or gains earned, accrued or received and/or assets acquired on or before the date on which the Global Offering becomes unconditional, including but not limited to
 - (i) the amount of any and all Taxation falling on any of the Group Companies resulting from or by reference to any income, profits, gains, transactions, events, matters or things earned, accrued, received, entered into or occurring on or up to the Effective Date, whether alone or in conjunction with any other circumstances whenever occurring and whether or not such Taxation is chargeable against or attributable to any other person, firm or company, including any and all Taxation resulting from the receipt by any of the Group Companies of any amounts paid by the Indemnifiers under this Deed and/or that from the Reorganisation as described in the Prospectus; and
 - (ii) all actions, claims, losses, damages, costs (including all legal costs), charges, expenses, interests, penalties or other liabilities which the Group may reasonably and properly incur in connection with:-
 - (a) the investigation, assessment or the contesting of any Claim;

- (b) the settlement of any Claim;
 - (c) any legal proceedings in which any of the Group Companies claims under or in respect of this Deed and in which judgment is given in favour of any of the Group Companies; or
 - (d) the enforcement of any such settlement or judgment in respect of any Claim.
- (B) In the event of loss, reduction, modification, cancellation or deprivation of any Relief or of a right to repayment of any form of Taxation, there shall be treated as an amount of Taxation for which liability has arisen the amount of such Relief or repayment or (if smaller) the amount by which the liability to any such Taxation of the relevant Group Company would have been reduced by Relief if there had been no loss, reduction, modification, cancellation or deprivation as aforesaid (but only to the extent that the Relief would otherwise have been capable of full utilisation by any of the Group Companies), applying the relevant rates of Taxation in force in the period or periods in respect of which Relief would have applied or (where the rate has at the relevant time not been fixed) the last known rate and assuming that Relief was capable of full utilisation by the relevant Group Company.

4. LIMITATIONS

This Deed does not cover any Claim and the Indemnifiers shall be under no liability under this Deed in respect of Taxation or liability:-

- (i) to the extent that provision, reserve or allowance has been made for such Taxation or Claim in the Accounts (if any);
- (ii) to the extent that such Taxation or Claim arises or is incurred as a result of the imposition of Taxation or Claims as a consequence of any retrospective change in the law, rules and regulation or the interpretation or practice thereof by the Hong Kong Inland Revenue Department or the Taxation authority of the Czech Republic, Germany, Austria, Malta, Poland or any other relevant authority (whether in the Czech Republic, Germany, Austria, Malta, Poland or Hong Kong or any other part of the world) coming into force after the date hereof or to the extent such Taxation or Claim arises or is increased by an increase in rates of Taxation or Claim after the date hereof with retrospective effect;
- (iii) to the extent of any provision or reserve made for Taxation in the Accounts which is finally established to be an over-provision or an excessive reserve in which case the Indemnifiers' liability (if any) in respect of Taxation shall be reduced by an amount not exceeding such provision or reserve, provided that the amount of any such provision or reserve applied pursuant to this Clause 4(iii) to reduce the Indemnifiers' liability in respect of Taxation shall not be available in respect of any such liability arising thereafter;
- (iv) falling on the Company after the Effective Date unless (a) the bases of such Taxation occur prior to the Effective Date; or (b) such Taxation or liability would not have arisen but for any act or omission by the Company (whether alone or in conjunction with some other act, omission or transaction, whenever occurring) voluntarily effected without the prior written consent or agreement of the Indemnifiers (such consent or agreement not to be unreasonably withheld or delayed), otherwise than in the ordinary course of business after the date hereof;

- (v) to the extent that such taxation or liability is discharged by another person who is not the Company or a member of the Group Companies and that the Company or such member of the Group Companies is not required to reimburse such person in respect of the discharge of the taxation or liability; and
- (vi) for which the Company is primarily liable as a result of any event occurring or income, profits earned, accrued or received or alleged to have been earned, accrued or received or transactions entered into in the ordinary course of business after the Effective Date.

5. CLAIM

- (A) In the event of any Claim arising under this Deed, the Company shall, by way of covenant but not as a condition precedent to the liability of the Indemnifiers hereunder, give or procure that notice thereof is given, as soon as reasonably practicable, to the Indemnifiers in the manner provided in Clause 7 and, as regards any Claim, the Company shall take such action to cause the Claim to be withdrawn, or to dispute, resist, appeal against, compromise or defend the Claim and any determination in respect thereof as the Indemnifiers may reasonably request, but subject to it being indemnified and secured to its reasonable satisfaction by the Indemnifiers from and against any and all losses, liabilities (including additional Taxation), damages, interest, penalties, costs, charges and expenses which may be thereby sustained or incurred provided that the Company shall not make any settlement of any Claim nor agree any matter in the course of defending any Claim without prior consultation with the Indemnifiers (the Company shall, where appropriate and relevant, take into consideration comments or opinions of the Indemnifiers).
- (B) Without the prior approval of the Company, the Indemnifiers shall make no settlement of any Claim nor agree any matter in the course of disputing any Claim likely to affect the amount thereof or the future Taxation liabilities of the Company.
- (C) If, after the Indemnifiers have made any payment pursuant to this Deed, the Company shall receive a refund of all or part of the relevant Taxation or liability, the Company shall repay to the Indemnifiers, within 14 days of receipt of such refund, a sum corresponding to the balance of the refund remaining after deducting the aggregate of (i) any costs, charges and expenses payable or properly sustained or reasonably incurred by the Company in recovering such refund, and (ii) the amount of any additional Taxation which may be suffered or incurred by the Company in consequence of such refund.
- (D) In the event that any Claim is or has been discharged or suffered by any of the Group Companies (whether by payment or by the loss of any relief, allowance, credit or right to repayment of Taxation) the covenant given hereunder shall take effect as a covenant by the Indemnifiers forthwith to indemnify the Company (on its own behalf and as trustee for the Group Companies) and to make full payment within 10 Business Days from the date of first notice.
- (E) Any sum not paid by any of the Indemnifiers on or before the due date specified in Clause 5(D) shall bear interest (which shall accrue from day to day after as well as before any judgment for the same) at the judgment rate, namely the rate of interest determined by the Chief Justice under section 49(I)(b) of the High Court Ordinance (Chapter 4 of the Laws of Hong Kong) or section 50(I)(b) of the District Court Ordinance (Chapter 336 of the Laws of Hong Kong), as the case may be, from such due date to and including the day of actual payment of such sum, compounded quarterly. Such interest shall be paid on the demand of the Company.

- (F) Any payments due by the Indemnifiers pursuant to this Deed shall be increased to include such interest on unpaid Taxation as the Company shall have been required to pay pursuant to section 71(5) or section 71(5A) of the Inland Revenue Ordinance or similar legislation in any other part of the world or otherwise, unless such payment was incurred as a result of the gross negligence or wilful default of the Company.
- (G) Any payments made by or due from the Indemnifiers under this Deed shall be made gross, free and clear of any rights of counterclaim or set-off and without any deductions or withholdings of any nature or future Taxation, duties, charges or other deductions or withholdings of any nature.
- (H) In the event that any deductions or withholdings are required by law, or that any payments made by or due from the Indemnifiers under this Deed are liable for Taxation (in the hands of the Company or otherwise), then the Indemnifiers shall be jointly and severally liable to pay to the Company such further sums as will ensure that the aggregate of the sums paid or payable shall, after making all deductions and withholdings from, or deducting liabilities to Taxation in respect of, such sums, leave the Company with the same amount as it/they would have been entitled to receive under the terms of this Deed in the absence of any such deductions, withholdings or liabilities to Taxation. For the avoidance of doubt, in the event that any Taxation or Claims or any claims subject to the indemnities under this Deed is or has been discharged by the Company, the indemnities given hereunder shall take effect as covenants by the Indemnifiers to reimburse the Company.
- (I) Any liability to the Company hereunder may in whole or in part be released, compounded or compromised and time or indulgence may be given by the Company in its absolute discretion as regards to any of the Indemnifiers under such liability without in any way prejudicing or affecting its rights against the other Indemnifiers under the same liability whether jointly, severally or otherwise.
- (J) Payment of any Claim by an Indemnifier under this Deed shall pro tanto satisfy and discharge any other Claim under this Deed against the Indemnifier which is capable of being made in respect of the same subject matter.
- (K) Each of the Indemnifiers irrevocably and unconditionally:
- (i) waives any right of contribution or recovery or any claim, demand or action which it may have or be entitled to take against the Company or any member of the Group (or any of the directors, officers, employees or agents of the Company or any other member of Group) as a result of any claim or demand or action made or taken against any of the Indemnifiers, whether alone or jointly with any other person:
 - (a) under or in connection with this Deed or the material contracts referred to in paragraph headed "Summary of the material contracts" of appendix VI to the Prospectus or otherwise in connection with the Global Offering (and/or any related matters); or
 - (b) under or in connection with any of the agreements and/or documents effecting the Reorganisation as described in the Prospectus (and/or any related matters);
 - (ii) acknowledges and agrees that the Company and any member of the Group shall have no liability to any of the Indemnifiers (save as provided under this Deed) whatsoever under this Deed or the material contracts referred to in the paragraph headed "Summary of the material contracts" of appendix VI to the Prospectus or otherwise in connection with the Global Offering (and/or any related matters); and

- (iii) undertakes (in the event of any claim being made by the Company against any of the Indemnifiers under this Deed) not to make any claim against any other director, officer or employee of the Company or of any member of the Group on whom it may have relied on before agreeing to any term of this Deed and in respect of whose act or default in that regard the Company or such member of the Group is or would be vicariously liable.

6. COSTS AND EXPENSES

The Company shall bear the legal and professional fees, costs and expenses incurred in relation to the negotiation and preparation of this Deed.

7. NOTICES

- (A) Each notice, demand or other communication given or made under this Deed shall be in writing and delivered or sent by post or airmail or by facsimile transmission to the relevant party at its address or fax number set out below (or such other address or fax number as the addressee has by twenty-one (21) days prior written notice specified to the other parties):-

To the Indemnifiers: Far East Consortium International Ltd.
16/F, Far East Consortium Building,
121 Des Voeux Road Central, Hong Kong
Fax Number: (852) 2815 0412
Attention: Board of directors

Ample Bonus Limited
16/F, Far East Consortium Building,
121 Des Voeux Road Central, Hong Kong
Fax Number: (852) 2815 0412
Attention: Board of directors

To Company: Palasino Holdings Limited
16/F, Far East Consortium Building,
121 Des Voeux Road Central, Hong Kong

Fax Number: (852) 3583 3065
Attention: Board of directors

- (B) Any such notice, demand or other communication so addressed to the relevant party shall be in English and shall be served either by hand or by sending it through the post or by facsimile. Any notice shall be deemed to have been served, if served by hand, when delivered; if sent by post, the second business day after it is posted and if sent by facsimile, when despatched subject to receipt by the sender of confirmation of uninterrupted transmission.

8. WARRANTY OF CAPACITY AND POWER

The Indemnifiers jointly and severally represents, warrants and undertakes to the Company that:

- (i) it has full authority, power and capacity to enter into and carry out its obligations under this Deed;
- (ii) all necessary acts and things have been taken or done to enable it to lawfully enter into and carry out its obligations under this Deed; and
- (iii) when executed, this Deed will create obligations which are valid and binding and enforceable in accordance with their terms.

9. GENERAL

- (A) Each of the Indemnifiers jointly and severally undertakes to the Company that they will on demand do all such acts and things and execute all such deeds and documents as may be necessary to carry into effect or to give legal effect to the provisions of this Deed and the transaction hereby contemplated.
- (B) This Deed and the undertakings, indemnities and agreements contained herein shall be binding on, and shall enure to the benefit of, each of the Indemnifiers and the Company and its legal personal representatives, successors in title and/or assigns. The whole or any part of this Deed may be assigned by the Company but not by the Indemnifiers.
- (C) This Deed sets forth the entire agreement and understanding between the parties or any of them in relation to the subject matter of this Deed and supersedes and cancels in all respects all previous agreements, letters of intent, correspondence, understandings, agreements and undertakings (if any) between the parties hereto with respect to the subject matter hereof, whether such be written or oral. No variation of or amendment to, this Deed shall be effective unless it is made in writing and signed by or on behalf of each of the parties to this Deed.
- (D) This Deed may be executed in any number of counterparts by the parties hereto on separate counterparts each of which when executed and upon delivery and exchange by that party shall be binding on the party who has executed it and all of which when taken together shall constitute one and the same document.
- (E) No breach of any provision of this Deed shall be capable of being waived or discharged except with the express written consent of the Company.
- (F) No failure or delay by the Company in exercising any right, power or entitlement under this Deed shall operate as a waiver thereof nor shall any single or partial exercise by any of them of any right, power or entitlement preclude any further exercise thereof or the exercise of any other right, power or entitlement. The rights and remedies in this Deed are cumulative and not exclusive of any rights and remedies provided by law.
- (G) Time shall be of the essence as regards any date or period mentioned in this Deed, or any date or period substituted for the same by the agreement of the parties or otherwise.
- (H) If any provision of this Deed is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Deed but without invalidating any of the remaining provisions of this Deed. The parties herein shall then use all reasonable endeavours to replace the invalid or unenforceable provisions by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

10. CONFIDENTIALITY

- (A) Each Party shall treat as strictly confidential and shall not disclose or use any information received or obtained as a result of entering into this Deed or any of the terms of this Deed.
- (B) Clause 10(A) shall not prohibit disclosure or use if and to the extent:
- (i) the disclosure or use is required by law, any regulatory body or the rules and regulations of any internationally recognised stock exchange (including but not limited to disclosure of this Deed as part of the listing of the Company on the Stock Exchange);
 - (ii) the disclosure or use is required for the purpose of any judicial proceedings arising out of this Deed or any other agreement entered into under or pursuant to this Deed or the disclosure is reasonably required to be made to a Taxation authority in connection with the Taxation affairs of the disclosing party;
 - (iii) the information or the terms of the Deed become publicly available (other than by a breach of this Deed); or
 - (iv) all parties have given prior written approval to the disclosure or use.

11. GOVERNING LAW

- (A) This Deed shall be governed by and construed in accordance with the laws of Hong Kong and each of the parties hereto irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts in relation to any proceedings arising out of or in connection with this Deed.
- (B) Ample Bonus Limited hereby irrevocably appoints Far East Consortium International Limited, whose office is at 16/F., Far East Consortium Building, 121 Des Voeux Road, Central, Hong Kong, as its agent to receive and acknowledge on its behalf service of any writ, summons, order, judgment or other notice of legal process in Hong Kong. Ample Bonus Limited agrees that any such legal process shall be sufficiently served on it if delivered to Far East Consortium International Limited for service at its address for the time being in Hong Kong. In the event that Far East Consortium International Limited cannot continue to act as such agent for Ample Bonus Limited for any reason then Ample Bonus Limited shall forthwith appoint another agent in Hong Kong for the same purposes and notify such appointment to the Company.

12. NO THIRD PARTY RIGHT

Unless expressly provided to the contrary in this Deed, a person who is not a party has no right under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the laws of Hong Kong) to enforce or to enjoy the benefit of any term of this Deed. Notwithstanding any term of this Deed, the consent of any person who is not a party is not required to rescind or vary this Deed at any time.

[The part is intentionally left blank.]

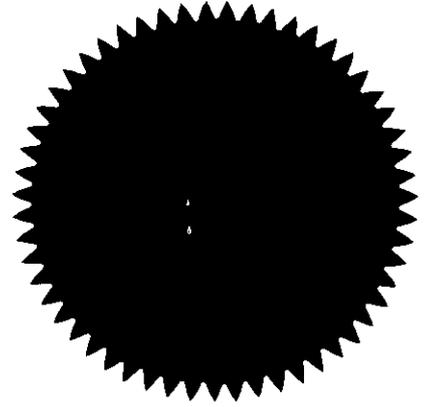
SCHEDULE 1

Indemnifiers

<u>Name</u>	<u>Correspondence Address</u>	<u>Fax Number</u>
Far East Consortium International Limited	16/F, Far East Consortium Building, 121 Des Voeux Road, Central, Hong Kong	+852 2815 0412
Ample Bonus Limited	16/F, Far East Consortium Building, 121 Des Voeux Road, Central, Hong Kong	+852 2815 0412

SIGNED and SEALED as a DEED by)
Pavel MARŠÍK)
For and on behalf of)
PALASINO HOLDINGS LIMITED)
in the presence of: *SILVIE KASIKOVA*)

[Handwritten signature]



DATED 15 MARCH 2024

PALASINO HOLDINGS LIMITED

(百樂皇宮控股有限公司)

THE WARRANTING SHAREHOLDERS

(as defined herein)

GUOTAI JUNAN CAPITAL LIMITED

GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED

AMPLE BONUS LIMITED

and

THE HONG KONG UNDERWRITERS

(as defined herein)

HONG KONG UNDERWRITING AGREEMENT

relating to Hong Kong Public Offering of initially
14,286,000 Shares (subject to reallocation) of nominal value of HK\$0.01 each
in the share capital of

PALASINO HOLDINGS LIMITED

(百樂皇宮控股有限公司)

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HONG KONG UNDERWRITING AGREEMENT

THIS AGREEMENT is made on **15 March 2024**

BETWEEN:

- (1) **PALASINO HOLDINGS LIMITED (百樂皇宮控股有限公司)**, an exempted company incorporated in the Cayman Islands with limited liability whose registered address is at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands (the “**Company**”);
- (2) **THE PERSONS** whose names and addresses are set out in ***Schedule 1*** (the “**Warranting Shareholders**”);

(the Company and the Warranting Shareholders are collectively referred to as “**Warrantors**” and each a “**Warrantor**”)
- (3) **GUOTAI JUNAN CAPITAL LIMITED**, a company incorporated in Hong Kong whose registered address is at 27th Floor, Low Block, Grand Millennium Plaza, 181 Queen’s Road Central, Hong Kong (“**Guotai Junan Capital**” or the “**Sponsor**”);
- (4) **GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED**, a company incorporated in Hong Kong whose registered address is at 27/F, Low Block, Grand Millennium Plaza, 181 Queen’s Road Central, Hong Kong (“**Guotai Junan Securities**” or the “**Sole Overall Coordinator**”);
- (5) **AMPLE BONUS LIMITED**, a company incorporated in the British Virgin Islands with limited liability whose registered address is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG 1110, British Virgin Islands (the “**Selling Shareholder**”); and
- (6) **THE HONG KONG UNDERWRITERS** whose names and addresses are set out in ***Schedule 2*** (the “**Hong Kong Underwriters**”).

WHEREAS:

- (A) The Company is an exempted company incorporated in the Cayman Islands with limited liability on 6 July 2023. The Company was registered as a non-Hong Kong company in Hong Kong under Part 16 of the Companies Ordinance (as defined below) on 13 September 2023.
- (B) As at the date of this Agreement, the Company has an authorised share capital of HK\$20,000,000 divided into 2,000,000,000 Shares (as defined below) of par value of HK\$0.01 each.
- (C) The Company has agreed to offer for subscription of the Offer Shares (as defined below) pursuant to the Global Offering (as defined below), with (i) the Hong Kong Offer Shares (as defined below) being offered by the Company for subscription pursuant to the Hong Kong Public Offering (as defined below); and (ii) the International Offer Shares (as defined below) (including the Reserved Shares (as defined below) under the Preferential Offering (as defined below)) to be offered by the Company pursuant to the International Offering (as defined below).

- (D) Guotai Junan Capital is the sole sponsor to the Company in connection with the proposed listing of the Shares (as defined below) on the Main Board of the Stock Exchange (as defined below). Guotai Junan Capital, on behalf of the Company, submitted on 27 September 2023 an application to the Stock Exchange for the listing of and permission to deal in the Shares to be issued pursuant to the Global Offering as described in the Prospectus (as defined below).
- (E) Guotai Junan Securities is the Sole Overall Coordinator of the Global Offering. Guotai Junan Securities, CMB International Capital Limited and Zhongtai International Securities Limited are the Joint Global Coordinators in respect of the Global Offering. Guotai Junan Securities, CMB International Capital Limited, Zhongtai International Securities Limited, UOB Kay Hian (Hong Kong) Limited, CCB International Capital Limited, Livermore Holdings Limited, Guosen Securities (HK) Capital Company Limited and Long Bridge HK Limited are the Joint Bookrunners in respect of the Global Offering. Guotai Junan Securities, CMB International Capital Limited, Zhongtai International Securities Limited, UOB Kay Hian (Hong Kong) Limited, CCB International Capital Limited, Long Bridge HK Limited, Livermore Holdings Limited and Guosen Securities (HK) Capital Company Limited are the Joint Lead Managers in respect of the Global Offering. Guotai Junan Securities, CMB International Capital Limited, Zhongtai International Securities Limited, UOB Kay Hian (Hong Kong) Limited, CCB International Capital Limited, Livermore Holdings Limited, Guosen Securities (HK) Capital Company Limited and Long Bridge HK Limited are CMLs (as defined below) of the Global Offering. Guotai Junan Securities is also the sole sponsor-overall coordinator (as defined under the Listing Rules) of the Global Offering.
- (F) The Hong Kong Underwriters have agreed to severally (but not jointly) underwrite the Hong Kong Offer Shares upon and subject to the terms and conditions hereinafter contained.
- (G) The Warrantors have agreed to give the representations, warranties and undertakings contained in this Agreement for the purpose of the Global Offering.
- (H) The Warrantors, the Sponsor, the Sole Overall Coordinator, the International Underwriters (as defined below) and the Selling Shareholder are expected to enter into the International Underwriting Agreement (as defined below) providing for the underwriting of the International Offer Shares by the International Underwriters upon and subject to the terms and conditions contained therein.
- (I) The Company and the Selling Shareholder are expected to grant to the International Underwriters, exercisable by the Sole Overall Coordinator (for itself and on behalf of the International Underwriters), the Over-allotment Option (as defined below), to require the Company to allot and issue up to an aggregate of 12,857,000 additional Shares and to require the Selling Shareholder to sell up to an aggregate of 8,571,000 additional Shares, upon and subject to the terms and conditions of the International Underwriting Agreement.
- (J) According to the written resolutions of the Board (as define below) passed on 4 March 2024, inter alia, any one Director or the company secretary of the Company was authorised to agree and sign on behalf of the Company this Agreement and all other relevant documents in connection with the Global Offering.

IT IS HEREBY AGREED as follows:

1 INTERPRETATION

1.1 Definitions

In this Agreement (including the Recitals and the Schedules), the following expressions shall, unless the context otherwise requires, have the following meanings:

“Acceptance Date”	the date on which the Application Lists close in accordance with Clause 3.1.2;
“Accepted Hong Kong Public Offering Applications”	Hong Kong Public Offering Applications which have been accepted (whether in whole or in part) pursuant to Clause 3.1.3;
“Accepted Preferential Offering Applications”	the Preferential Offering Applications which have been accepted in whole or in part, pursuant to Clause 3.1.3;
“Accounts”	the audited consolidated financial statements of the Group for the three years ended 31 March 2021, 2022 and 2023 and six months ended 30 September 2023 contained in the accountants’ report prepared by the Reporting Accountants and appended as Appendix I to the Prospectus;
“Accounts Date”	30 September 2023;
“Affiliate”	in relation to a particular company, any other company or other entity which is its holding company or subsidiary, or any subsidiary of such holding company or which directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such company. For the purposes of this definition, the term “control” (including the terms “controlling” , “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;
“Agreement Among Hong Kong Underwriters”	the agreement expected to be entered into on the date hereof between the Sole Overall Coordinator and the other Hong Kong Underwriters governing certain rights and obligations among the Hong Kong Underwriters in relation to the Hong Kong Public Offering;
“Ample Bonus”	Ample Bonus Limited, a company incorporated in the BVI with limited liability on 3 May 2006 which is 100% directly owned by FEC;
“Application Lists”	the application lists for the Hong Kong Offer Shares and the Reserved Shares;

“Application Proof”	the application proof of the Prospectus posted on the Stock Exchange’s website at www.hkexnews.hk on 27 September 2023;
“Approvals”	all approvals, sanctions, orders, franchises, clearances, declarations, qualifications, licences, permits, certificates, consents, permissions, authorisations, filings and registrations, and “Approval” shall be construed accordingly;
“Articles of Association”	the articles of association of the Company conditionally adopted on 4 March 2024 and effective on the Listing Date;
“associates”	has the meaning ascribed thereto in the Listing Rules;
“Assured Entitlement”	the entitlement of the Qualifying FEC Shareholders to apply for the Reserved Shares on an assured basis under the Preferential Offering to be determined on the basis of their respective shareholdings in FEC at 4:30 p.m. on the Record Date;
“Beneficial FEC Shareholder(s)”	any beneficial owner(s) of FEC Shares whose FEC Shares are registered, as shown in the register of members of FEC, in the name of a registered FEC Shareholder at 4:30 p.m. on the Record Date;
“Board”	the board of Directors;
“Brokerage”	brokerage of 1% of the Offer Price in respect of the Offer Shares payable by investors in the Global Offering;
“Brokerage, Fees and Levies”	the Brokerage, the Trading Fee and the Transaction Levies;
“Business Day”	any day (other than a Saturday, Sunday or public holiday) on which licensed banks in Hong Kong are generally open for normal banking business;
“BVI”	the British Virgin Islands;
“Capitalization Issue”	the issue of 714,276,000 Shares to be made upon capitalisation of certain sum standing to the credit of the share premium account of our Company as referred to in the paragraphs under “A. Further Information About Our Group – 4. Written resolutions of our shareholders passed on 4 March 2024” in Appendix VI to the Prospectus;
“Cayman Companies Act”	the Companies Act (As Revised) of the Cayman Islands, Cap. 22 (Act 3 of 1961), as amended, supplemented or otherwise modified from time to time;
“CCASS”	the Central Clearing and Settlement System established and operated by HKSCC;

“CMI(s)”	the capital market intermediaries (as defined under the Listing Rules) in respect of the Global Offering, namely Guotai Junan Securities (Hong Kong) Limited, CMB International Capital Limited, Zhongtai International Securities Limited, UOB Kay Hian (Hong Kong) Limited, CCB International Capital Limited, Livermore Holdings Limited, Guosen Securities (HK) Capital Company Limited and Long Bridge HK Limited;
“CMI Engagement Agreements”	the written engagement letters in relation to the appointment by the Company of the CMIs in connection with the Global Offering;
“Code of Conduct”	the Code of Conduct for Persons Licensed by or Registered with the SFC as amended from time to time;
“Companies Ordinance”	the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;
“Companies (Winding Up and Miscellaneous Provisions) Ordinance”	the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;
“Conditions”	the conditions precedent set out in Clause 2.1.1;
“Conditions Precedent Documents”	the documents listed in Schedule 3 ;
“Controlling Shareholder(s)”	has the meaning ascribed thereto under the Listing Rules, and for the purpose of this Agreement, refers to any or all of Ample Bonus, FEC, Tan Sri Dato’ David CHIU, Sumptuous Assets Limited, Modest Secretarial Services Limited, Far East Organization (International) Limited and Mrs. Nancy CHIU NG;
“Deed of Indemnity”	the deed of indemnity dated 4 March 2024 and entered into by FEC and Ample Bonus in favour of the Company (on its behalf and as trustee for each of its Subsidiaries) in connection with, among others, the taxation of the Group, for the purpose of the Global Offering, and details of this deed are further described in the Prospectus;
“Directors”	the directors of the Company whose names are set out as such in the section headed “Directors and Senior Management” in the Prospectus;
“Disclosure Package”	shall have the meaning ascribed thereto in the International Underwriting Agreement;

“Encumbrance”	any pledge, charge, lien, mortgage, option, restriction, right of first refusal, security interest, claim, pre-emption rights, equity interest, third party rights or interests or rights of the same nature as that of the foregoing or other encumbrances or security interest of any kind or another type of preferential arrangement (including without limitation, retention arrangement) having similar effect;
“FEC”	Far East Consortium International Limited (stock code: 35), an exempted company incorporated in the Cayman Islands with limited liability on 3 April 1990, the shares of which are listed on the Main Board of the Stock Exchange;
“FEC Share(s)”	ordinary share(s) of par value HK\$0.10 each in the share capital of FEC;
“FEC Shareholder(s)”	holder(s) of the FEC Shares;
“First Six-Month Period”	has the meaning ascribed thereto in Clause 6.1(ix);
“FINI”	Fast Interface for New Issuance, an online platform operated by HKSCC;
“Formal Notice”	the formal notice to be published in connection with the Hong Kong Public Offering and the Preferential Offering on 18 March 2024, in substantially agreed form and in accordance with the requirements under the Listing Rules;
“Global Offering”	the Hong Kong Public Offering and the International Offering;
“Governmental Authority”	any public, regulatory, taxing, administrative or governmental, agency or authority, any self-regulatory organisation or any securities exchange authority, other authority and any court at the national, provincial, municipal or local level of the jurisdictions in which the Company is incorporated or the Shares are to be listed or the Group’s business is carried out or the Group’s asset is held, including (without limitation) the Czech Republic, Germany, Austria, Malta, Poland, the BVI, the Cayman Islands and Hong Kong (as the case may be);
“Group”	the Company and the Subsidiaries, and the expression “member(s) of the Group” shall be construed accordingly;
“Group Company”	a member of the Group;
“HK eIPO Blue Form”	the application for Reserved Shares to be issued in the applicant’s own name by submitting applications online through the designated website at www.hkeipo.hk ;
“HK eIPO Blue Form Service Provider”	the HK eIPO Blue Form service provider designated by the Company, as specified on the designated website at www.hkeipo.hk ;

“HK eIPO White Form”	the application for Hong Kong Offer Shares to be issued in the applicant’s own name by submitting applications online through the designated website at www.hkeipo.hk or in the IPO App ;
“HK eIPO White Form Service Provider”	the HK eIPO White Form service provider designated by the Company, as specified on the designated website at www.hkeipo.hk or in the IPO App ;
“HKSCC”	Hong Kong Securities Clearing Company Limited;
“HKSCC EIPO”	the application for the Hong Kong Offer Shares to be issued in the name of HKSCC Nominees and deposited directly into CCASS to be credited to the investor’s or a designated HKSCC Participant’s stock account through causing HKSCC Nominees to apply on the investor’s behalf, including by instructing the investor’s broker or custodian who is a HKSCC Participant to give electronic application instructions via HKSCC’s FINI system to apply for the Hong Kong Offer Shares on the investor’s behalf;
“HKSCC Nominees”	HKSCC Nominees Limited, a wholly-owned subsidiary of HKSCC;
“HKSCC Participant”	a participant admitted to participate in CCASS as a direct clearing participant, a general clearing participant or a custodian participant;
“holding company”	has the meaning ascribed thereto in the Companies Ordinance;
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China;
“Hong Kong dollars” and “HK\$”	Hong Kong dollars, the lawful currency of Hong Kong;
“Hong Kong Offer Shares”	the 14,286,000 new Shares being initially offered by the Company for subscription pursuant to the Hong Kong Public Offering, subject to adjustments in accordance with Clauses 2.6 and 2.7;
“Hong Kong Public Offering”	the offer by the Company of the Hong Kong Offer Shares to the public in Hong Kong for subscription at the Offer Price, on and subject to the terms and conditions set out in this Agreement and the Hong Kong Public Offering Documents;

“Hong Kong Public Offering Application(s)”	<p>valid applications for the Hong Kong Offer Shares made before the closing of the Application Lists:</p> <p>(a) online through HK eIPO White Form service, which (i) have been duly submitted and are in compliance with the terms of the Hong Kong Public Offering set out in the Hong Kong Public Offering Documents, and (ii) are not identified as multiple applications; or</p> <p>(b) through the HKSCC EIPO channel to electronically cause HKSCC Nominees to apply on behalf of applicants (i) which have been duly submitted and are in compliance with the terms of the Hong Kong Public Offering set out in the Hong Kong Public Offering Documents, and (ii) where the debit from such person’s Designated Bank Account (as defined in the General Rules of CCASS) to effect such instructions has been accepted by the relevant bank when first requested or, at the discretion of the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) or the Company, on a subsequent request;</p>
“Hong Kong Public Offering Application Monies”	application monies (including the Brokerage, Fees and Levies) received in respect of Hong Kong Public Offering Applications;
“Hong Kong Public Offering Documents”	the Prospectus, the Formal Notice, the Application Proof, the PHIP and the announcement for adoption of mixed media offer (if any);
“Hong Kong Public Offering Over-Subscription”	a situation where the aggregate number of Shares being applied for under Hong Kong Public Offering Applications is greater than the initial number of the Hong Kong Offer Shares;
“Hong Kong Public Offering Under-Subscription”	has the meaning attributed thereto in Clause 3.4.2;
“Hong Kong Public Offering Underwriting Commitment”	in relation to a Hong Kong Underwriter, the maximum number of Hong Kong Offer Shares which such Hong Kong Underwriter has agreed to underwrite pursuant to the terms of this Agreement, as shown opposite the name of that Hong Kong Underwriter in Schedule 2 , subject to adjustments as set out in Clauses 2.6 and 2.7;
“Hong Kong Share Registrar”	Tricor Investor Services Limited;
“Hong Kong Share Registrar Agreement”	the Hong Kong share registrar agreement dated 13 March 2024 and entered into between the Company and the Hong Kong Share Registrar;

“Hong Kong Underwriters”

the underwriters of the Hong Kong Public Offering, whose names and addresses are set out in **Schedule 2** and whose services include, among others, advising, guiding and assisting the Company in bookbuilding activities (which shall include collating investors’ orders (including indication of interest) in connection with the Global Offering in order to facilitate: (i) the allocation of Shares to investors; or (ii) the process of assessing demand and making allocations); and placing activities (which shall include marketing or distributing the Shares to investors pursuant to those bookbuilding activities) in connection with the Global Offering. For Hong Kong Public Offering Application made or procured to be made by any of the Hong Kong Underwriters according to Clause 3.4.1, provided that it has been duly made and having been accepted according to the terms of this Agreement, the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter shall be reduced to such extent. The Hong Kong Underwriters’ set off is detailed in Clause 3.4.1. Where there is a Hong Kong Public Offering Under-Subscription (as defined in Clause 3.4.2), the relevant Hong Kong Underwriters shall, subject to the terms of this Agreement, apply or procure applications for such respective number of Hong Kong Offer Shares in aggregate representing the Unsold Hong Kong Offer Shares (as defined in Clause 3.4.2) at the Offer Price. The Hong Kong Underwriters’ several underwriting commitments are detailed in Clause 3.4.2;

“Indemnified Person”

has the meaning ascribed thereto in Clause 7.1;

“Industry Consultant”

China Insights Industry Consultancy Limited;

“Internal Control Consultant”

Deloitte Advisory (Hong Kong) Limited;

“International Offer Shares”

the 71,428,000 new Shares initially being offered by the Company for subscription and the 57,143,000 Sale Shares initially being offered for sale by the Selling Shareholder, at the Offer Price under the International Offering (including, for the avoidance of doubt, 14,286,000 Reserved Shares under the Preferential Offering), together with, where relevant, any additional Shares to be issued by the Company and sold by the Selling Shareholder pursuant to the exercise of the Over-allotment Option, subject to reallocation as described in the section headed “Structure and Conditions of the Global Offering” in the Prospectus;

“International Offering”	the offer and sale of the International Offer Shares by the Company and the Selling Shareholder at the Offer Price outside the United States in offshore transactions in reliance on Regulation S under the US Securities Act, on and subject to the terms and conditions under the International Underwriting Agreement, as further described in the section headed “Structure and Conditions of the Global Offering” in the Prospectus;
“International Offering Documents”	the Disclosure Package, any supplemental offering materials, announcement, the Formal Notice, the roadshow materials and any other document published or issued by or on behalf of the Company or the International Underwriters for the purposes of or in connection with the International Offering;
“International Underwriters”	the underwriters for the International Offering who are expected to enter into the International Underwriting Agreement as being the several (and not joint and several) underwriters of the International Offering;
“International Underwriting Agreement”	the international underwriting agreement relating to the International Offering to be entered into by, among others, the Company, the Warranting Shareholders, the Sponsor, the Sole Overall Coordinator, the other International Underwriters and the Selling Shareholder in connection with the International Offering on or about 21 March 2024;
“IPO App”	the mobile application for the HK eIPO White Form service which can be downloaded by searching “ IPO App ” in App Store or Google Play or downloaded at www.hkeipo.hk/IPOApp or www.tricorglobal.com/IPOApp ;
“Joint Bookrunners”	Guotai Junan Securities (Hong Kong) Limited, CMB International Capital Limited, Zhongtai International Securities Limited, UOB Kay Hian (Hong Kong) Limited, CCB International Capital Limited, Livermore Holdings Limited, Guosen Securities (HK) Capital Company Limited and Long Bridge HK Limited;
“Joint Global Coordinator(s)”	Guotai Junan Securities (Hong Kong) Limited, CMB International Capital Limited and Zhongtai International Securities Limited;
“Joint Lead Managers”	Guotai Junan Securities (Hong Kong) Limited, CMB International Capital Limited, Zhongtai International Securities Limited, UOB Kay Hian (Hong Kong) Limited, CCB International Capital Limited, Livermore Holdings Limited, Guosen Securities (HK) Capital Company Limited and Long Bridge HK Limited;

“Laws”	all laws, rules, regulations, guidelines, opinions, notices, circulars, orders, codes, policies, consents, judgments, decrees or rulings of any Governmental Authority whether national, federal, provincial, regional, state, municipal or local, domestic or foreign (including but not limited to the Stock Exchange and the SFC) of all relevant jurisdictions (including but not limited to Hong Kong, the Czech Republic, Germany, Malta, Austria, Poland, the BVI and the Cayman Islands) (including but not limited to the Listing Rules, the Code of Conduct, the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Cayman Companies Act);
“Listing Committee”	the listing committee of the Stock Exchange;
“Listing Date”	the first day on which dealings in the Shares commence on the Stock Exchange;
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange, as amended or replaced or as their application is modified by listing decisions, guidance letters and any other guidance materials published by the Stock Exchange from time to time;
“Material Adverse Effect”	a material adverse effect, or any development involving a prospective material adverse effect, on the condition (financial, operational or otherwise), on the due incorporation, or on the trading position, earnings, affairs or prospects, assets, business, management, shareholders’ equity, profits, losses, results of operations, operations or liabilities of the Group as a whole, whether or not arising in the ordinary course of business;
“Nominees”	ICBC (Asia) Nominee Limited, in whose name the Hong Kong Public Offering Application Monies and the Preferential Offering Application Monies are to be held by the Receiving Bank under the Receiving Bank Agreement;
“Non-Public Information”	any material information, including forward-looking information (whether qualitative or quantitative) concerning the Group that is not: (i) reasonably expected to be included in the Prospectus; or (ii) publicly available;
“Non-Qualifying FEC Shareholders”	FEC Shareholder(s) whose name(s) appeared in the register of members of FEC on the Record Date and whose address(es) as shown in such register is/are in any of the Specified Territories and any FEC Shareholder(s) or Beneficial FEC Shareholder(s) at that time who are otherwise known by FEC to be resident in any of the Specified Territories;

“OC Announcement”	the announcement dated 27 September 2023 setting out the name of the overall coordinator appointed by the Company in connection with the Global Offering, including any subsequent related announcement(s), for example, an announcement on the termination of the engagement of an overall coordinator;
“Offer Documents”	the Hong Kong Public Offering Documents, the Preferential Offering Documents, and the International Offering Documents and any other documents issued, given or used in connection with the contemplated offering and sale of the Offer Shares or otherwise in connection with the Global Offering, and in each case, all amendments or supplements thereto;
“Offer Price”	HK\$2.60 per Offer Share (exclusive of brokerage of 1%, Accounting and Financial Reporting Council transaction levy of 0.00015%, SFC transaction levy of 0.0027% and Stock Exchange trading fee of 0.00565%);
“Offer Shares”	the Hong Kong Offer Shares and the International Offer Shares (including, where relevant, the Over-allotment Shares);
“Operative Documents”	the documents set out in the paragraphs under “B. Further Information About Our Business – 1. Summary of Material Contracts” in Appendix VI to the Prospectus, the Stock Borrowing Agreement (when it is entered into), the Receiving Bank Agreement and the Hong Kong Share Registrar Agreement;
“Over-allotment Option”	the option expected to be granted by the Company and the Selling Shareholder to the International Underwriters under the International Underwriting Agreement, exercisable by the Sole Overall Coordinator (for itself and on behalf of the International Underwriters), pursuant to which the Company may be required to allot and issue up to an aggregate of 12,857,000 additional new Shares and the Selling Shareholder may be required to sell up to an aggregate of 8,571,000 additional Shares (which in aggregate represents approximately 15% of the number of Offer Shares initially being offered under the Global Offering) at the Offer Price to cover over-allocations (if any) in the International Offering, if any;
“Over-allotment Shares”	up to an aggregate of 21,428,000 additional Shares, comprising 12,857,000 additional Shares which the Company may be required to allot and issue and 8,571,000 additional Shares which the Selling Shareholder may be required to sell, at the Offer Price, pursuant to the Over-allotment Option;
“overall coordinator(s)”	has the meaning ascribed thereto in the Listing Rules;

“Post Hearing Information Pack” or “PHIP”	the post hearing information pack of the Company posted on the Stock Exchange’s website at www.hkexnews.hk on 14 March 2024, including each amendment and supplement thereto posted on the Stock Exchange’s website from such date through the time of the registration of the Prospectus;
“Preferential Offering”	the preferential offering to the Qualifying FEC Shareholders of 14,286,000 Reserved Shares (representing approximately 10% of the Offer Shares initially being offered under the Global Offering, assuming that the Over-allotment Option is not exercised) in the form of the Assured Entitlement out of the Shares offered under the International Offering at the Offer Price, subject to the terms and conditions stated in the Preferential Offering Documents and on the designated website of HK eIPO Blue Form Service Provider , www.hkeipo.hk ;
“Preferential Offering Application Monies”	application monies (including the Brokerage, Fees and Levies) received in respect of Preferential Offering Applications;
“Preferential Offering Applications”	the applications to subscribe for the Reserved Shares made on the designated website of HK eIPO Blue Form Service Provider and payments on the designated website of HK eIPO Blue Form Service Provider and otherwise made in compliance with the terms of the Preferential Offering Documents;
“Preferential Offering Documents”	the Prospectus, the Formal Notice and any announcements, circulars, offer awareness materials and summary disclosure materials in the agreed form issued by the Company and/or FEC in connection with the Preferential Offering (including any supplement or amendment thereto);
“Preliminary Offering Circular”	the preliminary offering circular dated 18 March 2024 in connection with the International Offering (as the same may be further amended or supplemented);
“Pre-IPO Investment”	the pre-IPO investment made by Dateplum Harvest Limited, details of which are set out in the section headed “History, Reorganisation and Corporate Structure” in the Prospectus;
“Property Valuer”	Roma Appraisals Limited;
“Prospectus”	the prospectus to be issued by the Company in connection with the Hong Kong Public Offering (as amended or supplemented);
“Prospectus Date”	the date of the Prospectus, which is intended to be on or about 18 March 2024;
“Qualifying FEC Shareholder(s)”	holder(s) of the FEC Shares, whose name(s) appeared on the register of members of FEC on the Record Date, other than the Non-Qualifying FEC Shareholder(s);

“Receiving Bank”	Industrial and Commercial Bank of China (Asia) Limited in its capacity as the bank appointed to hold the Hong Kong Public Offering Application Monies and the Preferential Offering Application Monies pursuant to the Receiving Bank Agreement;
“Receiving Bank Agreement”	the agreement entered into between, among others, the Company and the Receiving Bank for the appointment of the Receiving Bank as the receiving bank of the Hong Kong Public Offering and the Preferential Offering;
“Record Date”	means 11 March 2024, being the record date for ascertaining the Assured Entitlement of the Qualifying FEC Shareholders to the Reserved Shares;
“Relevant Securities”	has the meaning ascribed thereto in Clause 6.2.1(i);
“Reorganisation”	the reorganisation of the Group in preparation for the listing of the Shares on the Stock Exchange, as described in the section headed “History, Reorganisation and Corporate Structure – Corporate Development – Reorganisation” in the Prospectus;
“Reporting Accountants”	Deloitte Touche Tohmatsu;
“Reserved Shares”	the 14,286,000 Sale Shares being sold by the Selling Shareholder to the Qualifying FEC Shareholders as the Assured Entitlement at the Offer Price pursuant to the Preferential Offering, representing approximately 10.0% of the Offer Shares initially being offered under the Global Offering (without taking into account any Shares which may be issued and allotted pursuant to the exercise of the Over-allotment Option) which are to be allocated out of the Shares being offered under the International Offering;
“Sale Shares”	the 57,143,000 Shares initially being offered for sale by the Selling Shareholder at the Offer Price under the Global Offering, and to the extent the Over-allotment Option is exercised, together with up to an aggregate of 8,571,000 additional Shares to be offered for sale by the Selling Shareholder;
“Second Six-Month Period”	has the meaning ascribed thereto in Clause 6.1(x);
“Selling Shareholder”	Ample Bonus;
“SFC”	the Securities and Futures Commission of Hong Kong;
“Share(s)”	ordinary share(s) with nominal value of HK\$0.01 each in the share capital of the Company;

“Share Option Scheme”	the share option scheme adopted by our Company on 4 March 2024, the principal terms of which are set out in the paragraphs under “D. Share Option Scheme” in Appendix IV to the Prospectus;
“Share Transfer Deed”	a share transfer deed 22 January 2024 entered into between Palasino Group, a.s. (formerly known as Trans World Hotels & Entertainment, a.s.) and the Company;
“Sole Overall Coordinator”	Guotai Junan Securities (Hong Kong) Limited;
“Specified Territories”	jurisdiction(s) outside Hong Kong where, taking into account the legal restrictions under the applicable laws or requirements of the relevant regulatory body or stock exchange of such jurisdiction(s), FEC and the Company consider the exclusion of the FEC Shareholder(s) with registered addresses in or who are otherwise known by FEC to be residents of, such jurisdiction(s) from the Preferential Offering to be necessary or expedient;
“Spin-off Documents”	the directors’ resolutions passed by the directors on 4 March 2023 on matters relating to the spin-off by FEC of the Group for the Listing; and (b) the Shared Administrative Services Framework Agreement (as defined in the Prospectus) and the Tenancy Agreement (as defined in the Prospectus);
“Sponsor and Sponsor-OC Engagement Agreement”	the written engagement letter dated 21 June 2023 in relation to the appointment by the Company of the Sponsor as the sponsor in connection with the listing of the Shares on the Stock Exchange and Guotai Junan Securities as the sole sponsor-overall coordinator (as defined under the Listing Rules) in connection with the Global Offering;
“Stabilising Manager”	Guotai Junan Securities (Hong Kong) Limited;
“Stock Borrowing Agreement”	the stock borrowing agreement in the agreed form to be entered into between the Stabilising Manager and Ample Bonus pursuant to which Ample Bonus will agree to lend certain Shares to the Stabilising Manager on the terms set out therein;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Subsidiaries”	the subsidiaries of the Company and “Subsidiary” means any or a specific one of them;
“subsidiary”	has the meaning ascribed thereto in the Companies Ordinance and “subsidiaries” shall be construed accordingly;

“taxation” or “taxes”	all forms of taxation whenever created, imposed or arising and whether of Hong Kong, the Czech Republic, Germany, Austria, Malta, Poland, the BVI, the Cayman Islands or of any other part of the world and, without prejudice to the generality of the foregoing, includes all forms of taxation on or relating to profits, salaries, interest and other forms of income, taxation on capital gains, sales and value added taxation, estate duty, death duty, capital duty, stamp duty, payroll taxation, withholding taxation, rates and other taxes or charges relating to property, customs and other import and excise duties, and generally any taxation, duty, impost, levy, rate, charge or any amount payable to taxing, revenue, customs or fiscal Authorities whether of Hong Kong, the Czech Republic, Germany, Austria, Malta, Poland, the BVI, the Cayman Islands or of any other part of the world, whether by way of actual assessment, loss of allowance, withholding, deduction or credit available for relief or otherwise, and including all interest, additions to tax, penalties or similar liabilities arising in respect of any taxation;
“Trading Fee”	the Stock Exchange trading fee of 0.00565% of the Offer Price;
“transaction”	any transaction, act, event, omission or circumstance existing of whatever nature;
“Transaction Levies”	the transaction levy at the rate of 0.0027% of the Offer Price in respect of the Offer Shares imposed by the SFC and the transaction levy at the date of 0.00015% of the Offer Price in respect of the Offer Shares imposed by the Accounting and Financial Reporting Council of Hong Kong;
“Underwriters”	the Hong Kong Underwriters and the International Underwriters;
“Underwriting Documents”	this Agreement and the International Underwriting Agreement;
“Underwriter’s Hong Kong Public Offering Application”	in relation to a Hong Kong Underwriter, a Hong Kong Public Offering Application made or procured to be made by such Hong Kong Underwriter, the number of Hong Kong Offer Shares comprised therein is applied to reduce the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter pursuant to Clause 3.4.1;
“US” and “United States”	the United States of America, its territories, its possessions, any State of the United States and the District of Columbia;
“US Securities Act”	United States Securities Act of 1933 (as amended or supplemented);
“Verification Notes”	the verification notes prepared by DeHeng Law Offices (Hong Kong) LLP, the Hong Kong legal advisers to the Sponsor and the Underwriters, in connection with the verification of the contents of the Prospectus; and

“Warranties” the representations, warranties, agreements and undertakings to be given by the Warrantors respectively in terms of Clause 5 and in **Schedule 4**.

1.2 Other interpretation

In this Agreement, unless otherwise specified:

- 1.2.1 references to **“Recitals”**, **“sections”**, **“Clauses”**, **“paragraphs”** and **“Schedules”** are to recitals, sections, clauses, paragraphs of and schedules to this Agreement;
- 1.2.2 a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- 1.2.3 references to a **“company”** shall be construed so as to include any company, corporation or other body corporate, whenever and however incorporated or established;
- 1.2.4 references to a **“person”** shall be construed so as to include any individual, firm, company, government, state or agency of a state or any joint venture, association or partnership (whether or not having separate legal personality);
- 1.2.5 references to writing shall include any modes of reproducing words in a legible and non-transitory form;
- 1.2.6 references to times of the day, unless otherwise specified, are to Hong Kong time;
- 1.2.7 headings to Clauses, sections and Schedules are for convenience only and do not affect the interpretation of this Agreement;
- 1.2.8 the Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include the Schedules;
- 1.2.9 references to documents being **“in agreed form”** or **“in substantially agreed form”** are to the form of the draft or final version thereof signed for identification by any Director or the Company’s legal advisers together with such alterations as may be agreed between all relevant parties and for the avoidance of doubt such documents in agreed form or in substantially agreed form do not form part of this Agreement;
- 1.2.10 references to **“knowledge, information, belief and/or awareness”** of any person or similar terms shall be treated as including but not limited to the best knowledge, information, belief or awareness which the person would have had if such person had made due and careful enquiries;
- 1.2.11 references to a **“certified copy”** means a copy certified as a true copy by a Director or the secretary of the Company or the legal advisers to the Company;
- 1.2.12 words in the singular shall include the plural (and vice versa) and words importing one gender shall include the other two genders; and

1.2.13 The obligations and liabilities of the Warrantors under this Agreement shall be joint and several.

2 THE GLOBAL OFFERING

2.1 Conditions precedent

2.1.1 Obligations conditional

The obligations of the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters and the CMI's under this Agreement are conditional upon:

- (i) the Sole Overall Coordinator (for itself and on behalf of the other Hong Kong Underwriters) receiving (a) each of the documents listed in **Part A** of **Schedule 3** not later than 7:00 p.m. on the date of this Agreement; and (b) each of the documents listed in **Part B** of **Schedule 3** not earlier than 9:00 a.m. and not later than 7:00 p.m. on the Business Day immediately before the Listing Date;
- (ii) the Registrar of Companies in Hong Kong registering one copy of the Prospectus, duly certified by two Directors (or by their agents duly authorised in writing) as having been approved by resolutions of the Board and having endorsed thereon or attached thereto all necessary consents and other documents as required by the provisions of section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance not later than 5:00 p.m. or such later time as agreed by the Stock Exchange or the Registrar of Companies in Hong Kong (as the case may be) on the date of this Agreement;
- (iii) the Listing Committee granting or agreeing to grant the listing of, and permission to deal in, the Shares to be issued pursuant to the Global Offering or otherwise described in the Prospectus (either unconditionally or subject to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Sole Overall Coordinator (for itself and on behalf of the other Hong Kong Underwriters)) not later than one Business Day before the Listing Date (or such later date as the Company and the Sole Overall Coordinator (for itself and on behalf of the other Hong Kong Underwriters) may agree) and such listing of and permission to deal in the Shares not subsequently having been revoked prior to the commencement of dealings in the Shares on the Stock Exchange;
- (iv) the Stock Exchange granting or agreeing to grant waivers and any consents from strict compliance with the requirements under the Listing Rules and such waivers and any consents not subsequently having been revoked prior to the commencement of dealings in the Shares on the Stock Exchange;
- (v) the execution and delivery of the International Underwriting Agreement by the parties thereto on or before 21 March 2024;
- (vi) the International Underwriting Agreement becoming, and continuing to be, unconditional in accordance with its terms (other than any condition for this Agreement to become unconditional) and not having been terminated in

accordance with its terms or otherwise, prior to 8:00 a.m. on the Listing Date;
and

- (vii) all Warranties being true, accurate, not misleading and not breached on and as of the date of this Agreement and each of the dates specified in Clause 5.2.3 (other than the dates as specified in Clauses 5.2.3(ix) and 5.2.3(x)) (as if they had been given and made on such date by reference to the facts and circumstances then subsisting).

2.1.2 Undertaking by the Warrantors

Each of the Warrantors jointly and severally undertakes to procure that the Conditions are fulfilled, by the times and dates stated therein, and in particular shall furnish such information, supply such documents, pay such fees, give such undertakings and do such acts and things as may be reasonably required by the Sole Overall Coordinator (for itself and on behalf of the other Hong Kong Underwriters), the Sponsor, the Stock Exchange, the Registrar of Companies in Hong Kong, the SFC and any other relevant Governmental Authority in connection with the application for the listing of and permission to deal in the Shares on the Stock Exchange or the fulfilment of any of the Conditions provided that nothing in this Clause 2.1.2 shall require the Warrantors to procure the execution of any documents by any of the Sole Overall Coordinators, the Underwriters or their agents.

2.1.3 The Sole Overall Coordinator's waiver

The Sole Overall Coordinator may (for itself and on behalf of the other Hong Kong Underwriters) at its sole and absolute discretion, by giving notice to the Company and the other Hong Kong Underwriters on or before the respective latest times on which the relevant Condition is required to be fulfilled:

- (i) extend the deadline for the fulfilment of any or all Conditions under Clause 2.1.1 by such number of days and/or hours and/or in such manner as the Sole Overall Coordinator may determine (for itself and on behalf of the other Hong Kong Underwriters) at its sole and absolute discretion, provided that no extension shall be made beyond 30 days after the Prospectus Date and that any such extension and the new timetable shall be notified by the Sole Overall Coordinator to the other parties to this Agreement as soon as practicable after any such extension is made; or
- (ii) waive or modify (conditionally or unconditionally) the Conditions under Clauses 2.1.1(i) or 2.1.1(vii) (for itself and on behalf of the other Hong Kong Underwriters).

2.1.4 Termination

If any of the Conditions is not fulfilled, or waived or modified in accordance with Clause 2.1.3, this Agreement shall terminate with immediate effect and the provisions of Clause 8.2 shall apply.

2.2 Appointment of the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs

2.2.1 Subject to the terms and conditions of this Agreement:

- (i) the Company hereby confirms the appointment of the Sponsor, to the exclusion of all others, as its sole sponsor in connection with the listing of the Shares on the Stock Exchange;
- (ii) the Company hereby confirms the appointment of the Sole Overall Coordinator, to the exclusion of others, as its sole overall coordinator (as defined in the Listing Rules) and sole sponsor-overall coordinator (as defined under the Listing Rules) of the Global Offering;
- (iii) the Company hereby confirms the appointment of the Joint Global Coordinators, to the exclusion of others, as the joint global coordinators of the Global Offering;
- (iv) the Company hereby confirms the appointment of the Joint Bookrunners, to the exclusion of others, as the joint bookrunners of the Global Offering;
- (v) the Company hereby confirms the appointment of the Joint Lead Managers, to the exclusion of others, as the joint lead managers to manage the Global Offering;
- (vi) the Company hereby appoints, to the exclusion of others, the Hong Kong Underwriters as its underwriters for the Hong Kong Public Offering; and
- (vii) the Company hereby confirms the appointment of the CMLs, to the exclusion of others, as the capital market intermediaries (as defined in the Listing Rules) of the Global Offering,

and each of the Sponsor, the Sole Overall Coordinator, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters and the CMLs, in each case, relying on the representations, warranties, agreements, undertakings and indemnities herein contained and subject as hereinafter mentioned, severally accept their respective appointments hereunder and in the case of (i), (ii), (iii), (iv), (v), and (vii), each of the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the CMLs confirms its acceptance additionally on the terms of the Sponsor and Sponsor-OC Engagement Agreement and the CMI Engagement Agreements to which it is a party.

2.2.2 The Hong Kong Underwriters shall be entitled to enter into sub-underwriting arrangements in respect of any part of their respective underwriting commitments provided that no Hong Kong Underwriter shall offer or sell Hong Kong Offer Shares in connection with any such sub-underwriting to any person in respect of whom such offer or sale would be in contravention of applicable Laws and the selling restrictions set out in the Prospectus or the other Hong Kong Public Offering Documents. All sub-underwriting commission shall be borne by the relevant Hong Kong Underwriter absolutely.

2.2.3 The Company hereby confirms that the foregoing appointments confer on each appointee and their respective delegates under Clause 2.2.4, all rights, powers, authorities and discretions on behalf of the Company which are necessary for, or incidental to, the lawful performance of its roles as the sponsor, the sole overall coordinator, the joint global coordinators, the joint bookrunners or the joint lead

managers of the Global Offering, a Hong Kong Underwriter or a capital market intermediary (as the case may be) and hereby agrees to ratify and confirm everything which such appointee or any of their respective delegates has done or shall do in the lawful exercise of such rights, powers, authorities and discretions.

2.2.4 Each such appointment referred to in Clause 2.2.1 is made on the basis, and upon terms, that the appointee is irrevocably authorised to delegate, for the purposes of the transactions contemplated therein, all or any of its relevant rights, duties, powers and discretions in such manner and on such terms or subject to such conditions as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company) to any one or more of its Affiliates and, in particular, each Hong Kong Underwriter may appoint any of its Affiliates or any person to be a sub-agent on behalf of the Company, so long as such Affiliates or sub-agent(s) are permitted by applicable Laws to discharge the duties conferred upon them by such delegation and provided that the appointee shall remain liable for all acts and omissions of any of such Affiliates or sub-agent(s) notwithstanding such delegation.

2.2.5 Any transaction carried out by the Hong Kong Underwriters within the scope of the appointments, powers, authorities and/or discretions granted in this Agreement shall constitute a transaction carried out at the request of the Company and as agents of the Company. The Hong Kong Underwriters and any of their delegates under Clause 2.2.4 shall not be responsible for any loss or damage to any person arising from any such transaction (except for any loss or damage which is finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral panel (as the case may be) to have arisen primarily as a result of any gross negligence, fraud or wilful default of the terms of this Agreement on the part of the party concerned).

2.3 No fiduciary duties

Each of the Warrantors acknowledges and agrees that:

- (i) the issuance and subscription of the Hong Kong Offer Shares comprised in a Hong Kong Public Offering Under-Subscription pursuant to this Agreement, as well as any services rendered by the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters and the CMIs (as the case may be) in respect of the Hong Kong Public Offering, are arm's length commercial transactions between the Company and the Warranting Shareholders (as the case may be) on the one hand, and the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters and the CMIs (as the case may be) on the other hand;
- (ii) in connection therewith and with the process leading to such transactions, each of the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters and the CMIs is acting solely as a principal and not an agent of the Company (other than pursuant to Clause 2.2.5 and except and solely for the limited purpose of procuring on behalf of the Company subscribers for the Hong Kong Offer Shares comprised in the Hong Kong Public Offering Under-Subscription);

- (iii) none of the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters and the CMLs is acting as an adviser, agent (other than pursuant to Clause 2.2.5 and except and solely for the limited purpose of procuring on behalf of the Company subscribers for the Hong Kong Offer Shares comprised in the Hong Kong Public Offering Under-Subscription) or fiduciary of the Company or any other person or has assumed a fiduciary responsibility in favour of the Company or any other person with respect to the transactions contemplated hereby or the process leading thereto (irrespective of whether it has advised or is currently advising the Company on other matters) or any other obligation to the Company or any other person except the obligations expressly set forth in this Agreement;
- (iv) each of the Warrantors has consulted its own legal, accounting, regulatory, tax and financial advisers to the extent it deemed appropriate and shall be responsible for making its own independent investigation and appraisal of the transaction (including the price or market for the Shares) contemplated by this Agreement, and the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters or the CMLs shall have no responsibility or liability to any of the Warrantors with respect thereto nor any opinion or view expressed by the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters and the CMLs shall constitute advice or recommendation to any of the Warrantors; and
- (v) the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters and the CMLs and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company. Each of the Warrantors agrees that it will not claim that the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters, the CMLs (as the case may be) or any of them owes a fiduciary or similar duty to the Company, in connection with such transactions or the process leading thereto.

2.4 Price determination

The Offer Price shall be fixed at HK\$2.60 per Offer Share (exclusive of brokerage of 1%, Accounting and Financial Reporting Council transaction levy of 0.00015%, SFC transaction levy of 0.0027% and Stock Exchange trading fee of 0.00565%).

2.5 Reduction of number of Shares offered and/or Offer Price

The Sole Overall Coordinator (for itself and on behalf of the other Underwriters) may, where considered appropriate, based on the level of interest expressed by prospective investors during the book-building process in respect of the International Offering, and with the consent of the Company (for itself and on behalf of the Selling Shareholder), reduce the number of Shares offered in the Global Offering and/or the Offer Price below that stated in the Prospectus at any time prior to the morning of the Acceptance Date, in which event the Company shall, as soon as practicable following the decision to make such reduction or change and, in any event, not later than the morning of the Acceptance Date, (a) cause a notice of the reduction of the number of Shares offered in the Global Offering and/or the Offer Price to be published on the website of the Company at www.palasinoholdings.com and also on the website of the Stock Exchange at www.hkexnews.hk. Such notice shall

also include confirmation or revision, as appropriate, of the working capital statement and the Global Offering statistics set out in the Prospectus and any other financial information which may change materially as a result of such reduction; and (b) cause such supplemental offering documents as may be required by Laws of any Governmental Authority to be published in such a manner as the relevant Laws or Governmental Authority may require as soon as practicable following the decision to make the change.

2.6 Clawback from International Offering to Hong Kong Public Offering and pools

- 2.6.1** In the event that the International Offer Shares are fully subscribed or oversubscribed and the Hong Kong Offer Shares are oversubscribed, the aggregate number of Hong Kong Offer Shares shall be increased in the following manner: if the number of Offer Shares validly applied for in Hong Kong Public Offering Applications represents (i) 15 times or more but less than 50 times; (ii) 50 times or more but less than 100 times; or (iii) 100 times or more, of the number of Offer Shares initially available for subscription under the Hong Kong Public Offering, then Offer Shares will be reallocated to the Hong Kong Public Offering from the International Offering, so that the total number of Offer Shares available under the Hong Kong Public Offering will be increased to such number as represents approximately 30% (in the case of (i)); or approximately 40% (in the case of (ii)); or approximately 50% (in the case of (iii)), respectively, of the number of Offer Shares initially available under the Global Offering (before taking into account any exercise of the Over-allotment Option).
- 2.6.2** In the event of a reallocation of Offer Shares from the International Offering to the Hong Kong Public Offering pursuant to Clause 2.6.1, the relevant number of International Offer Shares shall be withdrawn from the International Offering and made available as additional Hong Kong Offer Shares offered for subscription pursuant to the Hong Kong Public Offering. Any Offer Shares which are reallocated from the International Offering to the Hong Kong Public Offering pursuant to this Clause 2.6 shall, subject to the provisions of this Clause 2.6, be allocated in such manner as the Sole Overall Coordinator may, at its sole and absolute discretion, determine appropriate. The Preferential Offering will not be subject to the reallocation between the Hong Kong Public Offering and the International Offering. The Reserved Shares which are offered under the Preferential Offering to the Qualifying FEC Shareholders out of the Offer Shares being offered under the International Offering will not be subject to reallocation between the Hong Kong Public Offering and the International Offering. Save as pursuant to the terms of the cornerstone investment agreement(s) with the respective cornerstone investor(s), the number of Offer Shares to be purchased by the cornerstone investor(s) will not be subject to reallocation between the Hong Kong Public Offering and the International Offering.
- 2.6.3** Subject to and without prejudice to Clauses 2.6.1 and 2.6.2 above, in the event that (a) the International Offer Shares are fully subscribed or oversubscribed and the Hong Kong Offer Shares are fully subscribed or oversubscribed by less than 15 times; or (b) the International Offer Shares are undersubscribed and the Hong Kong Offer Shares are fully subscribed or oversubscribed, the Sole Overall Coordinator may (but shall not be obliged), at its sole and absolute discretion, reallocate such number of International Offer Shares as it deems appropriate from the International Offering to the Hong Kong Public Offering to satisfy in whole or in part the excess demand in the Hong Kong Public Offering, provided that the maximum total number of Offer Shares that may be allocated to the Hong Kong Public Offering following

such reallocation shall not be more than double the initial allocation to the Hong Kong Public Offering, i.e. 28,572,000 Offer Shares, representing approximately 20% of the total number of Offer Shares initially available under the Global Offering (before taking into account any exercise of the Over-allotment Option). Any International Offer Shares which are so reallocated may, subject to the discretion of the Sole Overall Coordinator, be deemed to be Hong Kong Offer Shares (in accordance with arrangements otherwise agreed between the Underwriters). The respective underwriting commitment of the International Underwriters may be reduced in such proportion as the Sole Overall Coordinator may, at its sole and absolute discretion, determine.

2.6.4 The total number of Shares initially available under the Hong Kong Public Offering (after taking into account any reallocation pursuant to this Clause 2.6) shall be divided equally into two pools for allocation purposes: pool A and pool B. The Shares in pool A will be allocated by the Sole Overall Coordinator, at its sole and absolute discretion on an equitable basis to applicants who have applied for Shares with an aggregate subscription price of HK\$5 million or less (excluding the Brokerage, Fees and Levies payable). The Shares in pool B will be allocated by the Sole Overall Coordinator, at its sole and absolute discretion, on an equitable basis to applicants who have applied for Shares with an aggregate subscription price of more than HK\$5 million (excluding the Brokerage, Fees and Levies payable). The Sole Overall Coordinator shall, at its sole and absolute discretion, determine the allocation ratio for the two pools described above subject to the provisions relevant thereto set out in the section headed “Structure of the Global Offering” in the Prospectus. Any Share which is reallocated from the International Offering to the Hong Kong Public Offering pursuant to this Clause 2.6 shall, subject to the provisions of this Clause, be allocated to pool A and pool B in such manner as the Sole Overall Coordinator may, at its sole and absolute discretion, determine.

2.7 Clawforward from Hong Kong Public Offering Under-Subscription to International Offering

If a Hong Kong Public Offering Under-Subscription shall occur and there is over-subscription under the International Offering, the Sole Overall Coordinator, at its sole and absolute discretion, may (but shall not be obliged to) reallocate all or any of the Hong Kong Offer Shares comprised in such Hong Kong Public Offering Under-Subscription from the Hong Kong Public Offering to the International Offering and the respective Hong Kong Public Offering Underwriting Commitment of the relevant Hong Kong Underwriter or Hong Kong Underwriters, as the case may be, may be reduced in such proportion as the Sole Overall Coordinator may at its sole and absolute discretion determine.

2.8 Allocation of Unsold Reserved Shares

For the avoidance of doubt, the Reserved Shares offered under the Preferential Offering to Qualifying FEC Shareholders out of the Offer Shares being offered under the International Offering will not be subject to reallocation between the Hong Kong Public Offering and the International Offering.

2.9 Stabilisation

2.9.1 The Company hereby appoints the Stabilising Manager, to the exclusion of all others, as stabilising manager in connection with the Global Offering and the Stabilising Manager may (but shall not be obliged) and not as agent for the

Company, to the extent permitted by applicable Laws, over-allocate, make purchases and/or effect any other transactions (in the market or otherwise) with a view to stabilising or maintaining the market price of the Shares at a level higher than that which might otherwise prevail in the open market for a limited period commencing on the Listing Date and ending on the 30th day after the last day for lodging applications under the Hong Kong Public Offering (the “**stabilising action**”).

- 2.9.2** The Company hereby acknowledges that the Stabilising Manager may, at its sole and absolute discretion, appoint any of its Affiliates or any other person(s) to be its agent(s) for the purposes of taking any stabilising action, with such authorities and rights as the Stabilising Manager has pursuant to Clause 2.9.1; provided that the Stabilising Manager shall remain liable for all acts and omissions of any of such agent(s) appointed hereunder and shall procure that such agent(s) appointed by it shall comply with all relevant obligations and provisions to which the Stabilising Manager is subject, or by which the Stabilising Manager is bound, pursuant to this Agreement or under applicable Laws.
- 2.9.3** Stabilising action, if taken, may be discontinued at any time at the sole and absolute discretion of the Stabilising Manager.
- 2.9.4** Each of the Warrantors undertakes to the Hong Kong Underwriters, and each of the Hong Kong Underwriters (other than the Stabilising Manager) undertakes to the Stabilising Manager, that it will not take or cause or authorise any person other than the Stabilising Manager (and/or its agent(s)) to take, and the Warrantors shall cause their respective Affiliates, agents and/or subsidiaries not to take, directly or indirectly, any stabilising action or any action which is designed to or which constitutes or which might be expected to cause or result in the stabilisation or manipulation of the price of any security of the Company or facilitate the sale or resale of the Offer Shares in violation of applicable Laws, provided that the granting of the Over-allotment Option under the International Underwriting Agreement and/or the exercise thereof shall not constitute a breach of this Clause 2.9.4.
- 2.9.5** Any liability, expenses or loss calculated on a mark to market basis at the end of the stabilising period resulting from any stabilising action shall be shared by the International Underwriters in such manner determined by the Sole Overall Coordinator to reflect the respective International Underwriter’s underwriting commitment, and any profit arising from any stabilising action shall be beneficially credited, by the Stabilising Manager, from or to a stabilisation account the arrangement regarding which shall be a matter exclusively for the Sole Overall Coordinator.

3 THE HONG KONG PUBLIC OFFERING AND THE PREFERENTIAL OFFERING

3.1 Hong Kong Public Offering and Preferential Offering

3.1.1 Offer of Hong Kong Offer Shares and Reserved Shares

(i) The Company shall offer the Hong Kong Offer Shares for subscription by the public in Hong Kong at the Offer Price plus Brokerage, Fees and Levies, which is payable in full on application in Hong Kong dollars, on and subject to the terms and conditions set out in the Hong Kong Public Offering Documents and this Agreement; and (ii) the Selling Shareholder shall sell the Reserved Shares for subscription by the Qualifying FEC Shareholders at the Offer Price plus Brokerage, Fees and

Levies, which is payable in full on application in Hong Kong dollars, on and subject to the terms and conditions set out in the Preferential Offering Documents, the International Underwriting Agreement and this Agreement. Subject to registration of the Hong Kong Public Offering Documents in accordance with Clause 2.1.1(ii), (a) the Company will cause the Formal Notice to be published on the official website of the Stock Exchange on the Prospectus Date (or such other publications and/or date(s) as the Company and the Sole Overall Coordinator may agree); and (b) FEC will cause an announcement regarding, among others, the Preferential Offering, to be published on the official website of the Stock Exchange and on the website of FEC at www.fecil.com.hk. The Company will, on the Prospectus Date, (1) publish the Hong Kong Public Offering Documents on the official website of the Stock Exchange; and (2) issue and despatch the Prospectus to the Qualifying FEC Shareholders, and/or cause such number of copies of the Hong Kong Public Offering Documents and/or the Prospectus as the Sponsor or the Sole Overall Coordinator may reasonably request to be delivered to the Sponsor or the Sole Overall Coordinator or as they may direct.

3.1.2 Application Lists

The Application Lists will, subject as mentioned below, open at 11:45 a.m. on 21 March 2024 and will close at 12:00 noon on the same day. In the event of a tropical cyclone warning signal number 8 or above or a “black” rainstorm warning signal (in any such case, a “**signal**”) or extreme conditions caused by a super typhoon as announced by the government of Hong Kong being in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon on 21 March 2024, then the Application Lists will open at 11:45 a.m. and close at 12:00 noon on the next Business Day on which no such signal or extreme conditions remain in force between 9:00 a.m. and 12:00 noon. All references in this Agreement to the time of opening and closing of the Application Lists shall be construed accordingly.

3.1.3 Basis of allocation

The Company agrees that the Sole Overall Coordinator shall, after consultation with the Company, have the exclusive right, at its sole and absolute discretion, on and subject to the terms and conditions set out in the Hong Kong Public Offering Documents, the Preferential Offering Documents, the International Underwriting Agreement, the Receiving Bank Agreement and this Agreement, to accept or reject (in whole or in part) any Hong Kong Public Offering Application or Preferential Offering Application and, where there is a Hong Kong Public Offering Over-Subscription or an over-subscription in the Preferential Offering, to determine the basis of allocation of the Hong Kong Offer Shares and the Reserved Shares. For the avoidance of doubt, the Sole Overall Coordinator’s right to accept or reject (in whole or in part) any Hong Kong Public Offering Application or Preferential Offering Application includes the power for and on behalf of the Company to authorise the Receiving Bank to do so pursuant to the terms of the Receiving Bank Agreement. The grounds for rejection of any Hong Kong Public Offering Application or Preferential Offering Application (including multiple applications and over-subscription) shall be at the sole and absolute discretion of the Sole Overall Coordinator.

The Company shall, subject to the terms of the Receiving Bank Agreement, procure that the Receiving Bank, the Hong Kong Share Registrar, the **HK eIPO White Form Service Provider** and the **HK eIPO Blue Form Service Provider** will, as soon as

practicable after the close of the Application Lists, provide the Sole Overall Coordinator with such information and assistance as the Sole Overall Coordinator may require for the purposes of determining:

- (i) in respect of a Hong Kong Public Offering Over-Subscription, the number of times by which the number of Hong Kong Offer Shares which have been applied for pursuant to the Accepted Hong Kong Public Offering Applications exceeds the total number of Hong Kong Offer Shares initially available for subscription under the Hong Kong Public Offering;
- (ii) in respect of a Hong Kong Public Offering Under-Subscription, the number of Hong Kong Offer Shares in respect of which the Hong Kong Public Offering Applications have not been received;
- (iii) the manner and basis of allocation of the Hong Kong Offer Shares;
- (iv) in respect of an under-subscription in the Preferential Offering, the number of the Reserved Shares not taken up by the Qualifying FEC Shareholders in the Preferential Offering (the “**Unsold Reserved Shares**”); and
- (v) in respect of an over-subscription in the Preferential Offering, the number of times by which the number of the Reserved Shares which have been applied for pursuant to the Accepted Preferential Offering Applications exceeds the total number of Reserved Shares initially available for subscription under the Preferential Offering and the basis of allocation of the Reserved Shares.

3.1.4 Receiving Bank and Nominees

The Company has appointed the Receiving Bank to act as receiving bank in connection with the receipts of the Hong Kong Public Offering Applications and the Preferential Offering Applications and has appointed the Nominees in connection with the receiving and holding of the Hong Kong Public Offering Application Monies and the Preferential Offering Application Monies and any interest accruing thereon, in both cases on and subject to the terms and conditions of the Receiving Bank Agreement. The Company shall use its reasonable endeavours to procure (i) the Nominees to hold and deal with the Hong Kong Public Offering Application Monies and the Preferential Offering Application Monies to be received from the Hong Kong Public Offering and the Preferential Offering and the interests accrued thereon on the terms set out in the Receiving Bank Agreement and in accordance with the Hong Kong Public Offering Documents and the Preferential Offering Documents; and (ii) the Receiving Bank and the Nominees to do all such acts and things as may be reasonably required to be done by them in connection with the Hong Kong Public Offering and the Preferential Offering and their associated transactions.

3.1.5 Hong Kong Share Registrar, HK eIPO White Form and HK eIPO Blue Form service

The Company has appointed the Hong Kong Share Registrar to provide services in connection with the processing of the Hong Kong Public Offering Applications and the Preferential Offering Applications on and subject to the terms and conditions of the Hong Kong Share Registrar Agreement. The Company has also appointed the Hong Kong Share Registrar to act as the service provider in relation to the **HK eIPO White Form** service and **HK eIPO Blue Form** service upon and

subject to the terms and conditions of any separate agreement between them. The Company undertakes to use its reasonable endeavours to procure the Hong Kong Share Registrar to do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and the Preferential Offering and its associated transactions.

3.1.6 Further assurance

Without prejudice to the foregoing obligations, each of the Warrantors jointly and severally undertake with the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters and the CMI that it will give all such assistance and provide all such information and do (or procure to be done) all such other acts and things as may be reasonably required by the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters or the CMI to implement the Hong Kong Public Offering and the Preferential Offering, the International Underwriting Agreement and this Agreement and that it will comply with all relevant legal and regulatory requirements so as to enable the listing of and permission to deal in the Shares to be granted by the Listing Committee, such dealings to commence on or before the Listing Date and to enable such listing to be maintained thereafter, including in particular, effecting all necessary registrations and/or filings with the Stock Exchange, the SFC and/or the Registrar of Companies in Hong Kong, and the Company will take all necessary steps to ensure that each of the Directors shall duly sign or cause to be duly signed on their behalf all documents reasonably required to be signed by them as Directors for the purpose of or in connection with any such registrations and/or filings or the obtaining of listing of and permission to deal in the Shares on the Stock Exchange.

3.2 Hong Kong Public Offering Documents and Preferential Offering Documents

Save for information on the name, address and licence status of each of the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters and the CMI, none of the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMI shall have any liability in respect of any omission of information from any Hong Kong Public Offering Documents and Preferential Offering Documents or any information or statement of fact or opinion contained therein being untrue, incorrect or misleading (it being acknowledged by the parties that the Company and the Directors are solely responsible in this regard).

3.3 Issue of Hong Kong Offer Shares and Sale of Reserved Shares

Upon receipt by the Hong Kong Share Registrar of the Accepted Hong Kong Public Offering Applications and the Accepted Preferential Offering Applications, the Company or the Selling Shareholder shall as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and the Reserve Shares (where applicable), and in no event later than the Business Day before the Listing Date (or any other date specified below):

- 3.3.1** duly allot and issue/transfer, conditional upon the fulfilment of the Conditions (unless waived in accordance with the terms of this Agreement), the Hong Kong Offer Shares or the Reserved Shares in accordance with the relevant sections of

the Hong Kong Public Offering Documents, the Preferential Offering Documents, the International Underwriting Agreement and this Agreement to the successful applicants and in the numbers specified by the Sole Overall Coordinator on terms that they rank pari passu in all respects with the existing issued Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment, except for certain aspects described in the Prospectus, and that they will rank pari passu in all respects with other Shares in issue and the International Offer Shares to be issued;

3.3.2 procure that the names of the successful applicants (or, where appropriate, HKSCC Nominees) be entered in the register of members of the Company accordingly (without payment of any registration fee) immediately upon the Global Offering being unconditional; and

3.3.3 procure that share certificates in respect thereof (each in a form complying with the Listing Rules and in such number and denominations as directed by the Sole Overall Coordinator) shall be issued and despatched, or delivered or released to successful applicants (or where appropriate, HKSCC for immediate credit to such CCASS stock accounts as shall be notified by the Sole Overall Coordinator to the Company for such purpose), or made available for collection (as applicable) as provided for and in such manner as set out in the Hong Kong Public Offering Documents, the Preferential Offering Documents (as applicable), the International Underwriting Agreement (as applicable) and this Agreement on or before the date specified in the Prospectus provided, however, that such share certificates shall not become effective documents of title until immediately after the fulfilment of the Conditions (unless waived in accordance with the terms of this Agreement).

3.4 Underwriting of the Hong Kong Public Offering

3.4.1 Hong Kong Underwriters' set off

In relation to each Hong Kong Public Offering Application made or procured to be made by any of the Hong Kong Underwriters otherwise than pursuant to Clause 3.4.2, the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter shall, subject to such Hong Kong Public Offering Application having been duly made by such Hong Kong Underwriter (or any sub-underwriter of such Hong Kong Underwriter and designated as such) and to such Hong Kong Public Offering Application having been accepted (whether in whole or in part) pursuant to Clause 3.1.3, be reduced pro tanto by the number of Hong Kong Offer Shares comprised in such Hong Kong Public Offering Application to the extent that such Hong Kong Public Offering Application has been accepted until the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter is reduced to zero. Each such Hong Kong Public Offering Application to which this Clause 3.4.1 applies must bear the name of the Hong Kong Underwriter (or any sub-underwriter of such Hong Kong Underwriter and designated as such) by whom or on whose behalf the application is made and its official chop and there must be clearly marked on the applications "Hong Kong Underwriter's Application" (or in the case of sub-underwriters, "Hong Kong Sub-underwriter's Application"), with a copy to be delivered to the Sole Overall Coordinator by 12:00 noon on the Acceptance Date. No preferential consideration under the Hong Kong Public Offering will be given in respect of Hong Kong Underwriters' Applications or Hong Kong Sub-underwriters' Applications.

3.4.2 Several underwriting commitments

On and subject to the terms and conditions of this Agreement and in reliance upon the Warranties, if and to the extent that, by 12:00 noon on the Acceptance Date, there shall remain any Hong Kong Offer Shares which have not been validly applied for pursuant to Accepted Hong Kong Public Offering Applications (including Underwriter's Hong Kong Public Offering Applications) or in respect of which payment has not been cleared (a "**Hong Kong Public Offering Under-Subscription**"), the Hong Kong Underwriters (other than any Hong Kong Underwriter whose Hong Kong Public Offering Underwriting Commitment has been reduced by Underwriter's Hong Kong Public Offering Applications to zero pursuant to Clause 3.4.1) shall, subject as provided in Clauses 2.7 and 3.4.7, apply or procure applications for such respective number of Hong Kong Offer Shares in aggregate representing the shortfall in the Hong Kong Public Offering Under-Subscription at the Offer Price ("**Unsold Hong Kong Offer Shares**") and shall pay or procure to be paid the full amount payable on application (plus Brokerage, Fees and Levies) in accordance with Clause 3.4.6, provided that the obligations of the Hong Kong Underwriters in respect of such Unsold Hong Kong Offer Shares under this Clause 3.4.2 shall be several (and not joint or joint and several) and that the number of Unsold Hong Kong Offer Shares each Hong Kong Underwriter is required to apply or procure application under this Clause 3.4.2 shall be calculated by applying the formula below but shall not in any event exceed the maximum number of Hong Kong Offer Shares as set opposite its name in **Schedule 2**.

Where in relation to such Hong Kong Underwriter:

$$N = T \times \frac{(C - P)}{U}$$

N is the number of Unsold Hong Kong Offer Shares which such Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 3.4.2, subject to such adjustment as the Sole Overall Coordinator may determine to avoid fractional shares;

T is the total number of Unsold Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 2.5, 2.7 and 3.4.7, as applicable;

C is the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter;

P is the number of Hong Kong Offer Shares comprised in the Hong Kong Public Offering Application of such Hong Kong Underwriter pursuant to Clause 3.4.1; and

U is the aggregate of (C - P) for all the Hong Kong Underwriters.

The obligations of the Hong Kong Underwriters determined pursuant to this Clause 3.4.2 may be rounded, as determined by the Sole Overall Coordinator at its sole and absolute discretion, to avoid fractions and odd lots. The determination of the Sole Overall Coordinator of the obligations of the Hong Kong Underwriters with

respect to the Unsold Hong Kong Offer Shares under this Clause 3.4.2 shall be final and conclusive. If there is no Hong Kong Public Offering Under-Subscription, then the underwriting obligations of the Hong Kong Underwriters in relation to the Hong Kong Public Offering shall forthwith cease.

3.4.3 Acceptance of applications

The Company agrees with the Hong Kong Underwriters that all duly completed and submitted applications received by the Receiving Bank prior to the Application Lists being closed and accepted by the Sole Overall Coordinator pursuant to Clause 3.1.3, either in whole or in part, will, if accompanied with a remittance in the required amount which has been duly cleared, be accepted by the Company before calling upon the Hong Kong Underwriters or any of them to perform the obligations imposed on them by this Clause 3.4.

3.4.4 Calculation of Hong Kong Offer Shares applied for

Following the closing of the Application Lists, the Company shall cause the Receiving Bank, the Hong Kong Share Registrar and the **HK eIPO White Form Service Provider** as soon as possible, and in any event not later than the first Business Day immediately following the Acceptance Date, to complete the processing of the Hong Kong Public Offering Applications and in the event of a Hong Kong Public Offering Under-Subscription, to notify the Sole Overall Coordinator forthwith of the number of the unsubscribed Hong Kong Offer Shares.

3.4.5 Notification to the Hong Kong Underwriters

Subject to Clause 2.7, in the event of a Hong Kong Public Offering Under-Subscription so that the Hong Kong Underwriters are obliged to apply for or procure applicants for the Unsold Hong Kong Offer Shares at the Offer Price, the Company will procure that the Receiving Bank, the Hong Kong Share Registrar and the **HK eIPO White Form Service Provider** as soon as possible and in any event by 5:00 p.m. on the first Business Day immediately following the Acceptance Date (such Business Day being hereinafter referred to as the “**Shortfall Notification Date**”) notify the Sole Overall Coordinator of the number of the Unsold Hong Kong Offer Shares (subject to adjustment taking into account applications rejected due to (i) payment of application monies which were dishonoured (the “**Dishonoured Payments**”) or (ii) suspected multiple or invalid applications). The Sole Overall Coordinator will notify as soon as possible and in any event by 11:00 p.m. on the Shortfall Notification Date the Hong Kong Underwriters of the number of the Unsold Hong Kong Offer Shares falling to be taken up after determination by the Sole Overall Coordinator pursuant to Clause 3.4.2, having taken into account the Dishonoured Payments, any clawforward pursuant to Clause 2.7 and any exercise of its rights under Clause 3.4.7 (the “**Sole Overall Coordinator’s Notice**”).

3.4.6 Hong Kong Underwriters' subscription obligations

As soon as practicable, and in any event not later than 12:00 noon on the first Business Day immediately after the receipt of Sole Overall Coordinator’s Notice, each of the Hong Kong Underwriters will pay, or procure to be paid, to the Nominees the aggregate amount payable on application in respect of the Offer Price for such Hong Kong Offer Shares as fall to be taken up by it after determination by the Sole Overall Coordinator pursuant to Clause 3.4.2 (which shall include all amounts on

account of Brokerage, Fees and Levies in accordance with the terms of the Hong Kong Public Offering), and the Company will, as soon as practicable after such payment and in no event later than the date set out in Clause 3.3, duly allot and issue to the said applicants the Hong Kong Offer Shares to be taken up as aforesaid and procure the Hong Kong Share Registrar to duly issue and deliver the share certificates in relation to such Hong Kong Offer Shares, in each case on the basis set out in Clause 3.3.

3.4.7 The Sole Overall Coordinator's option

If a Hong Kong Public Offering Under-Subscription shall occur, the Sole Overall Coordinator shall have the right (but shall not be obliged) to apply or procure applications for (subject to and in accordance with this Agreement) all or any of the Hong Kong Offer Shares which any Hong Kong Underwriter is required to apply or procure applications for pursuant to Clause 3.4.2. Any application submitted or procured to be submitted by the Sole Overall Coordinator pursuant to this Clause 3.4.7 in respect of which payment is made *mutatis mutandis* in accordance with Clause 3.4.6 shall satisfy *pro tanto* the obligation of the relevant Hong Kong Underwriter under Clause 3.4.2 but shall not affect any agreement or arrangement among the Hong Kong Underwriters regarding the payment of underwriting commission.

3.5 Default of a Hong Kong Underwriter

Subject to the provisions of the Agreement Among Hong Kong Underwriters (which shall not be binding on or confer any rights upon any persons other than the parties thereto (including the Company and Warrantors)), none of the Sole Overall Coordinator and any of the Hong Kong Underwriters will be liable for any failure on the part of any of the other Hong Kong Underwriters to perform any of such other Hong Kong Underwriter's obligations under this Agreement. Notwithstanding the foregoing, each of the Sole Overall Coordinator and the Hong Kong Underwriters shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with any or all of the other Hong Kong Underwriters.

3.6 Payment obligations relating to the Hong Kong Public Offering and the Preferential Offering

3.6.1 Payment to the Company and Selling Shareholder

The Hong Kong Public Offering Application Monies will, subject to and in accordance with the provisions of the Receiving Bank Agreement and subject to Clauses 3.6.2, 3.6.3 and 3.6.4, be paid over to the Company in Hong Kong dollars by wire transfer to a bank account in Hong Kong designated in writing by the Company to the Sole Overall Coordinator or by such other means as may be agreed between the Company and the Sole Overall Coordinator as soon as the Conditions have been fulfilled (or waived) and the Hong Kong Share Registrar has despatched valid share certificates in the names of successful applicants or HKSCC Nominees (as the case may be) for the Hong Kong Offer Shares and the Reserved Shares for receipt on or before the Listing Date; provided that the Nominees will, in accordance with the provisions of the Receiving Bank Agreement, deduct from the amount so payable to the Company and pay to the Sole Overall Coordinator (where a person other than the Sole Overall Coordinator is entitled to any amount so paid, as agent on behalf of such person) or to such person as the Sole Overall Coordinator may instruct (a) the underwriting commission payable to the Sole Overall Coordinator

(for itself and not on behalf of the other Hong Kong Underwriters) under Clause 4.1.1; (b) fees and expenses payable under Clause 4.2; and (c) the costs, fees and expenses payable under Clause 4.3(xvii).

The Preferential Offering Application Monies will be dealt with and paid to the Selling Shareholder subject to and according to the terms and conditions set out in the International Underwriting Agreement.

For the purposes of the deduction in relation to Clause 4.3 and without prejudice to the Company's obligations under that Clause, the amount deductible shall be such amount as shall be notified to the Nominees and the Company by the Sole Overall Coordinator (for itself and on behalf of the other Hong Kong Underwriters) as being, in its opinion, adequate to cover such fees, costs, charges and expenses payable by the Company thereunder.

3.6.2 Payment of Brokerage, Fees and Levies

Subject to the receipt of the applicable amount and pursuant to Clause 4.3, the Sole Overall Coordinator, for itself and on behalf of the other Hong Kong Underwriters, will, upon obtaining the written consent of the Company (for itself and on behalf of the Selling Shareholder), arrange for the payment by the Nominees on behalf of all successful applicants under the Hong Kong Public Offering and the Preferential Offering to the persons entitled thereto of the Brokerage, Fees and Levies in respect of the Accepted Hong Kong Public Offering Applications and the Accepted Preferential Offering Applications, such amounts to be paid out of the Hong Kong Public Offering Application Monies and the Preferential Offering Application Monies.

3.6.3 Payment of Trading Fee and Transaction Levies on behalf of the Company and the Selling Shareholder

The Sole Overall Coordinator, on behalf of the Company and the Selling Shareholder, will arrange for the payment by the Nominees of the Trading Fee and the Transaction Levies payable by the Company and the Selling Shareholder as the case may be in respect of the Accepted Hong Kong Public Offering Applications and the Accepted Preferential Offering Applications to the Stock Exchange or the SFC (as appropriate), such amounts to be paid out of the Hong Kong Public Offering Application Monies and the Preferential Offering Application Monies.

3.6.4 Refund of the Hong Kong Public Offering Application Monies and the Preferential Offering Application Monies

In accordance with the terms of the Receiving Bank Agreement and the Hong Kong Share Registrar Agreement, the Nominees will pay, and the Hong Kong Share Registrar will arrange for the refund, to applicants under the Hong Kong Public Offering and the Preferential Offering who are entitled to receive any refund of Hong Kong Public Offering Application Monies and/or Preferential Offering Application Monies (without any interest) in accordance with the respective terms of the Hong Kong Public Offering Documents and the Preferential Offering Documents.

3.6.5 Discharge from Hong Kong Underwriter's Obligations

As soon as the Hong Kong Offer Shares comprising the Hong Kong Public Offering Underwriting Commitment of a Hong Kong Underwriter shall be subscribed and paid

for by the Hong Kong Underwriter and/or subscribers procured by such Hong Kong Underwriter and/or otherwise pursuant to this Agreement, such Hong Kong Underwriter shall be discharged from its obligations and liabilities arising out of its Hong Kong Public Offering Underwriting Commitment.

3.6.6 No responsibility for default

The Company and the Selling Shareholder acknowledge that the Sole Overall Coordinator has no liability whatsoever for any default by the Nominees or any other application or otherwise of funds.

3.6.7 Stamp duty

In the event that any stamp duty is required to be paid in accordance with any application laws (including Hong Kong laws and Cayman Islands laws) in connection with the sale of the Sale Shares under the Global Offering (including in the Preferential Offering and International Offering), such stamp duty shall be borne and paid and arranged to be paid by the Selling Shareholder. The Company and the Selling Shareholder acknowledge that the Sponsor or the Sole Overall Coordinator shall not be responsible for the payment of and the arrangement of payment of such stamp duty.

3.7 Advice to the Company

The Company hereby confirms and acknowledges that the Sole Overall Coordinator, in its role as an overall coordinator under the Code of Conduct has:

- (i) engaged the Company at various stages during the process of the Global Offering to understand the Company's preferences and objectives with respect to pricing and the desired shareholder or investor base;
- (ii) explained the basis of its advice and recommendations to the Company including any advantages and disadvantages, including but not limiting to communicated its allocation policy to the Company, and that the Company confirms that it fully understands the factors underlying the allocation recommendations;
- (iii) advised the Company in a timely manner, throughout the period of engagement, of key factors for consideration and how these could influence the pricing outcome, allocation and future shareholder or investor base;
- (iv) advised the Company on the information that should be provided to syndicate CMLs (having the meaning ascribed to it under the Code of Conduct) to enable them to meet their obligations and responsibilities under the Code of Conduct, including information about the Company to facilitate a reasonable assessment of the Company required under the Code of Conduct;
- (v) provided guidance to the Company on the market's practice on the ratio of fixed and discretionary fees to be paid to syndicate CMLs (having the meaning ascribed to it under the Code of Conduct) participating in the Global Offering;
- (vi) advised and guided the Company and the Directors as to their responsibilities under the Listing Rules and any other regulatory requirements or guidance issued by the Stock Exchange from time to time which apply to placing activities including the

Global Offering, and that the Company and the directors fully understand and undertake to each of the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters and the CMI's that they have met or will meet these responsibilities; and

- (vii) explained the potential concerns and advised the Company against making any decision which may deviate from the Sole Overall Coordinator's advice or recommendations in relation to pricing or allocation of the Offer Shares or which may lead to a lack of open market, an inadequate spread of investors or may negatively affect the orderly and fair trading of such shares in the secondary market.

4 COSTS, EXPENSES, FEES AND COMMISSIONS

4.1 Underwriting commissions

- 4.1.1** In consideration of the services of the Hong Kong Underwriters under this Agreement, the Company will pay to the Hong Kong Underwriters an underwriting commission at the rate of 2.5% of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding any Offer Shares reallocated from the International Offering to the Hong Kong Public Offering pursuant to Clause 2.6 and any Offer Shares reallocated from the Hong Kong Public Offering to the International Offering under Clause 2.7), out of which the Hong Kong Underwriters will meet all (if any) sub-underwriting commissions. The respective entitlements of the Hong Kong Underwriters to their respective entire underwriting commission will be agreed and set out and paid in accordance with the International Underwriting Agreement.

For the avoidance of doubt and subject to Clause 3.6.1 and Clause 4.5, all underwriting commission, fees, costs, charges, and expenses referred in this Clause 4, if not so deducted pursuant to Clause 3.6.1, shall be payable by the Company and/or the Selling Shareholder to the relevant party(ies).

- 4.1.2** In addition, the Company may, at its sole and absolute discretion, pay to the Sole Overall Coordinator and/or other Hong Kong Underwriters an additional discretionary fee of up to 1.5% of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding any Offer Shares reallocated from the International Offering to the Hong Kong Public Offering pursuant to Clause 2.6 and any Offer Shares reallocated from the Hong Kong Public Offering to the International Offering under Clause 2.7).

4.2 Sponsor fee

The Company shall further pay to the Sponsor a sponsorship and documentation fee and such other fees and expenses of such amount and in such manner as have been separately agreed between the Company (or any member of the Group) and the Sponsor pursuant to the Sponsor and Sponsor-OC Engagement Agreement and/or such other agreement(s) between them.

4.3 Expenses in connection with the Hong Kong Public Offering

Subject to engagement letters, services agreement or contracts signed by the Company with the relevant parties (and only in the event that the Company has agreed such costs,

fees and expenses) and subject to Clause 4.4, the Company shall bear all costs, fees and expenses in connection with or incidental to, the Global Offering and any associated transactions and this Agreement and transactions contemplated thereby or hereby including, without limitation:-

- (i) all fees and expenses of the Reporting Accountants;
- (ii) all fees and expenses of the Hong Kong Share Registrar;
- (iii) all fees and expenses of the **HK eIPO White Form Service Provider** and **HK eIPO Blue Form Service Provider**;
- (iv) all fees and expenses of the Property Valuer;
- (v) all fees and expenses of the legal advisers to the Underwriters and the legal advisers to the Company;
- (vi) all fees and expenses of any public relations consultants;
- (vii) all fees and expenses of any translators;
- (viii) all fees and expenses of any Internal Control Consultant and the Industry Consultant;
- (ix) all fees and expenses of the Nominees and the Receiving Bank;
- (x) all fees and expenses of other agents of, and advisers to, the Company;
- (xi) all fees and expenses related to the application for listing of, and permission to deal in, the Offer Shares on the Stock Exchange and the registration of any documents with any relevant Governmental Authority;
- (xii) all roadshow and bookbuilding-related costs and expenses;
- (xiii) all costs of preparation, printing, despatching and distribution of the Hong Kong Public Offering Documents, the Preliminary Offering Circular and the Preferential Offering Documents, and all advertising costs and expenses;
- (xiv) all costs and expenses related to the despatch and distribution of the Offer Documents in all relevant jurisdictions;
- (xv) all CCASS transaction fees payable in connection with the Global Offering;
- (xvi) all costs and expenses related to the printing and despatching of share certificates;
- (xvii) all Brokerage, Fees and Levies payable by the Company/the Selling Shareholder and any stamp or capital duty (if any), premium duty (if any) and other fees, charges and expenses payable in respect of the creation, allotment, issue and sale of the Offer Shares, save for any profit tax payable in Hong Kong or elsewhere by any of the Sole Overall Coordinator, the Joint Bookrunners, the Joint Lead Managers, the other Underwriters and/or the CMIs arising out of any commission or fees received by any of them pursuant to or incidental to the performance of this Agreement and the International Underwriting Agreement;

- (xviii) all costs and expenses related to the launching of the Global Offering (excluding marketing costs in promoting the Hong Kong Public Offering);
- (xix) all costs and expenses related to the preparation and distribution of the research reports of the syndicate analysts;
- (xx) all processing charge and related expenses payable to HKSCC;
- (xxi) all travelling, telecommunications and other out-of-pocket expenses incurred by the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Underwriters and/or the CMLs in connection with the Global Offering; and
- (xxii) all fees, costs and expenses incurred by the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Underwriters and/or the CMLs on the Company's behalf which the Company further agrees in writing with the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Underwriters and/or the CMLs after the date of this Agreement.

Save and except for (a) the underwriting commission payable to the Sole Overall Coordinator (for itself and not on behalf of the other Hong Kong Underwriters) under Clause 4.1.1, (b) the fees and expenses payable under Clause 4.2, and (c) the costs, fees and expenses payable under Clause 4.3(xvii), there shall be no deduction of such costs, fees and expenses by the Sole Overall Coordinator from the proceeds of the Global offering, and the Company shall settle such costs, fees and expenses directly with the relevant third parties. For the avoidance of doubt, the initial listing fees payable to the Stock Exchange shall be borne solely by the Company. For the avoidance of doubt, the Sponsor or the Sole Overall Coordinator shall not be responsible for or liable to pay any costs, fees and expenses in connection with or incidental to, the Global Offering and any associated transactions and this Agreement and transactions contemplated thereby or hereby including, without limitation the costs, fees and expenses stipulated above.

Notwithstanding anything to the contrary, to the extent that there is any inconsistency between this Clause 4.3 and clauses 6.2.2 and 6.3 of the Sponsor and Sponsor-OC Engagement Agreement, this Clause 4.3 shall prevail.

4.4 Costs and expenses payable in case the Global Offering does not proceed

If this Agreement shall be rescinded or terminated or not become unconditional or, for any other reason, the Global Offering is not completed, the Company shall not be liable to pay any underwriting commission and/or discretionary fee under Clause 4.1, but the Company shall still be liable for all the sponsorship and documentation fees referred to in Clause 4.2 and to each of the relevant party, all such costs, fees, charges and expenses referred to in Clause 4.3 which have been incurred or are liable to be paid by any of the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Underwriters, the CMLs or any of the parties referred to thereunder.

4.5 Time of payment of costs

All commissions, fees, costs, charges and expenses referred to in this Clause 4 shall, if not so deducted pursuant to Clause 3.6.1, be payable by the Company in accordance with the terms agreed by the Company and the relevant third parties prior to the date hereof. All payments to be made by the Company under this Clause 4 are exclusive of goods and services tax, value added tax and/or similar taxes and shall be paid free and clear of and without deduction or withholding for or on account of, any present or future taxation or any interest, additions to taxation, penalties or similar liabilities with respect thereto, save to the extent that appropriate amounts in respect thereof have been deducted from the amounts payable to the Company pursuant to Clause 3.6.1, as the case may be, as provided in this Agreement.

5 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

5.1 Representations, Warranties and undertakings by the Warrantors

The Warrantors jointly and severally represent, warrant and undertake to each of the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters and the CMLs in the terms set out in **Schedule 4**. The Warrantors accept that each of the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters and the CMLs is entering into this Agreement in reliance upon each of such Warranties.

5.2 Rights in relation to the Warranties

5.2.1 Each of the Warranties shall be construed separately and shall not be limited or restricted by reference to or inference from the terms of any other Warranty or any other term of this Agreement.

5.2.2 The Warranties shall remain in full force and effect notwithstanding completion of the Global Offering.

5.2.3 The Warranties are given on and as at the date of this Agreement with respect to the facts and circumstances subsisting at the date of this Agreement and are subject to disclosures in the Prospectus. In addition, the Warranties shall be deemed to be given on and/or repeated as at:

- (i) the date on which the Hong Kong Public Offering Documents are registered by the Registrar of Companies in Hong Kong as required by section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance;
- (ii) the Prospectus Date;
- (iii) the Acceptance Date;
- (iv) immediately prior to the time when sales of the International Offer Shares were first made as to be provided under the International Underwriting Agreement;
- (v) the time of payment for the Hong Kong Offer Shares to be taken up;

- (vi) the date of the announcement of the results of allocation in the Hong Kong Public Offering;
- (vii) immediately prior to 8:00 a.m. on the Listing Date;
- (viii) immediately prior to the commencement of dealings in the Offer Shares on the Stock Exchange;
- (ix) the day(s) on which the Over-allotment Option is (are) exercised or expired;
- (x) the day(s) of settlement in respect of any exercise of the Over-allotment Option; and
- (xi) where the Over-allotment Option has not been fully exercised, the date on which the stabilisation period expires,

in each case with reference to the facts and circumstances then subsisting. For the avoidance of doubt, nothing in this Clause 5.2.3 shall affect the on-going nature of the Warranties.

5.2.4 If at any time on or prior to the last date on which the Warranties are deemed to be given pursuant to Clause 5.2.3, by reference to the facts and circumstances then subsisting, any matter or event comes to the attention of any of the Warrantors which:

- (i) would or might result in any of the Warranties, if repeated immediately after the occurrence of such matter or event, being untrue or inaccurate or misleading; or
- (ii) would or might render any statement untrue, inaccurate or misleading, whether of fact or opinion, contained in the Offer Documents or any of them if the same were issued immediately after the occurrence of such matter or event; or
- (iii) would or might result in the omission of any fact which is material for disclosure or required by applicable Laws to be disclosed in the Offer Documents, Application Proof, Post Hearing Information Pack or any of them (assuming that the relevant documents were to be issued immediately after occurrence of such matter or event); or
- (iv) would or might result in any breach of the representations, warranties or undertakings given by any of the Warrantors or any circumstances giving rise to a claim under any of the indemnities as contained in, or given pursuant to, this Agreement,

such Warrantor shall forthwith notify and consult the Company and the Sole Overall Coordinator (for itself and on behalf of the other Hong Kong Underwriters), and shall, at its own expense, take such steps as may be requested by the Sole Overall Coordinator (for itself and on behalf of the other Hong Kong Underwriters) to remedy the same.

5.2.5 If any matter or event referred to in Clause 5.2.4 shall have occurred, nothing herein shall prejudice any rights that the Sole Overall Coordinator or any of the Hong Kong

Underwriters may have in connection with the occurrence of such matter or event, including without limitation its rights under Clause 8.

5.2.6 The Warrantors shall not, and shall procure that each of their respective Affiliates, none of the members of the Group will:

- (i) do or omit to do anything or permit to occur any event which would or might render or cause, and will use their respective best efforts not to permit, any of the Warranties to be untrue, inaccurate or misleading, or breached in any respect at or prior to any time referred to in Clause 5.2.3 (assuming such Warranties to be repeated at such times with reference to the facts and circumstances then subsisting); or
- (ii) do or omit to do anything or permit to occur any event which would or could materially and adversely affect the Global Offering,

without prejudice to the foregoing, each of the Warrantors agrees not to make any amendment or supplement to the Offer Documents or any of them without the prior written approval of the Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Underwriters).

5.2.7 For the purpose of this Clause 5:

- (i) the Warranties shall remain in full force and effect notwithstanding the completion of the Global Offering and all other matters and arrangements referred to or contemplated by this Agreement;
- (ii) if an amendment or supplement to the Offer Documents, Application Proof, Post Hearing Information Pack or any of them is published after the date hereof, Warranties relating to any such documents given pursuant to this Clause 5 shall be deemed to be repeated on the date of publication of such amendment or supplement, and when so repeated, Warranties relating to such documents shall be read and construed subject to the provisions of this Agreement as if the references therein to such documents means such documents when read together with such amendment or supplement; and
- (iii) the benefit of the Warranties contained in this Agreement may be assigned in whole or in part by any of the Hong Kong Underwriters to any of their respective Affiliates, and their respective directors, officers, employees, agents and sub-underwriters but save as aforesaid and as provided in Clause 9.3.2, no party hereto shall assign or transfer any of its rights or obligations under this Agreement.

5.3 Warrantors' knowledge

A reference in this Clause 5 or in **Schedule 4** to a Warrantor's knowledge, information, belief or awareness or any similar expression shall be deemed to include an additional statement that it has been made after due, diligent and careful enquiry and that the Warrantors in respect of any Warranty made by them have used their best endeavours to ensure that all information given in the relevant Warranty is true, complete and accurate in all respects and not misleading or deceptive. Notwithstanding that any of the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters or the CMIs has knowledge or has

conducted investigation or enquiry with respect to the information given under the relevant Warranty, the rights of the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters and the CMIs under this Clause 5 shall not be prejudiced in any way whatsoever by such knowledge, investigation or enquiry.

5.4 Consideration

The Warrantors have entered into this Agreement, and agreed to give the Warranties herein, in consideration of the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters and the CMIs agreeing to enter into this Agreement on the terms set out herein.

6 FURTHER UNDERTAKINGS

6.1 Further undertakings

The Company undertakes to each of the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters and the CMIs that, and each of the Warranting Shareholders undertakes to procure that:

- (i) the Company will comply in all respects with the terms and conditions of the Hong Kong Public Offering and, in particular, without limitation:
 - (a) to comply with all applicable Laws in effect from time to time, in particular, to comply with the obligations imposed upon it by the Cayman Companies Act, the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules in respect of or by reason of the making of the Global Offering including, but without limitation, the making of all necessary filings and obtaining all necessary Approvals with the Registrar of Companies in Hong Kong, the Stock Exchange and the SFC and any other relevant Governmental Authority and the making available of documents on display in the manner referred to in Appendix VII to the Prospectus headed “Documents Delivered to the Registrar of Companies and Available on Display” during the period specified in that paragraph;
 - (b) to comply in all aspects with the terms and conditions of the Global Offering and, in particular, to allot and issue the Hong Kong Offer Shares to successful applicants under the Hong Kong Public Offering and, if any of the Hong Kong Offer Shares falls to be taken up pursuant to Clauses 3.4.6 and 3.4.7, to the applicants under Clause 3.4.6 or, as the case may be, as the Sole Overall Coordinator directs; and
 - (c) as soon as practicable and in any event no later than 5:00 p.m. on 25 March 2024 (the date specified in the Prospectus for the despatch of the share certificates), to cause definitive share certificates representing the Hong Kong Offer Shares to be posted or made available for collection in accordance with the terms of the Hong Kong Public Offering to successful applicants or, as the case may be, procure that the share certificates for Hong Kong Offer Shares in respect of which successful applicants have elected for delivery into CCASS shall be duly delivered to the depositary for

HKSCC for credit to the stock account of such CCASS participant(s) as may be specified for such purpose by or on behalf of the relevant applicant;

- (ii) the Company will use its best endeavours to procure that the Hong Kong Share Registrar, the **HK eIPO White Form Service Provider**, the **HK eIPO Blue Form Service Provider** and the Receiving Bank will comply with the terms of their respective appointment, all applicable Laws (including, without limitation, the Guidelines for Electronic Public Offerings published by the SFC) and any reasonable instructions from the Sole Overall Coordinator in connection with the Global Offering, and will do all such acts and things as may be required to be done by each of them and by the time specified or necessary in connection with the Global Offering and the transactions contemplated thereunder, and in particular, but without limitation, as set out in the Hong Kong Share Registrar Agreement, any agreement between the Company and the **HK eIPO White Form Service Provider**, the **HK eIPO Blue Form Service Provider** and the Receiving Bank Agreement, respectively;
- (iii) none of the terms of the appointments of the Hong Kong Share Registrar, the **HK eIPO White Form Service Provider**, the **HK eIPO Blue Form Service Provider** and the Receiving Bank shall be amended without the prior written consent of the Sole Overall Coordinator (for itself and on behalf of the other Hong Kong Underwriters) which consent shall not be unreasonably withheld or delayed;
- (iv) the Company will cause (and each of the Warrantors will use their best endeavours to cause) the Company's subsidiaries and any party acting on its behalf to, comply with the Cayman Companies Act, the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules (as relevant) and any requirements to publish information affecting the information contained in the Prospectus including supplemental listing documents and further agrees not to issue, publish, distribute or make available any announcement, circular or document as contemplated above without the prior written consent of the Sole Overall Coordinator (for itself and on behalf of the other Hong Kong Underwriters) and the Sponsor;
- (v) as soon as practicable and in any event before the commencement of dealings in the Shares on the Stock Exchange, the Company will deliver to the Stock Exchange the form FF004 as acceptable to the Stock Exchange;
- (vi) none of the connected persons (as defined in the Listing Rules) of the Company will apply for or acquire any Offer Shares either in their own names or through nominees unless permitted to do so under the Listing Rules and having obtained confirmation from the Stock Exchange to that effect;
- (vii) no subscriber of the Offer Shares are directly or indirectly funded or backed by the Warrantors or any core connected person, or by a person acting on behalf of the Warrantors on behalf of such persons above, unless permitted to do so under the Listing Rules and having obtained confirmation from the Stock Exchange to that effect;
- (viii) the Company will use all of the net proceeds received by it pursuant to the Global Offering (which for the avoidance of doubt shall exclude the net proceeds received by the Selling Shareholder pursuant to the Global Offering) in the manner specified in the section headed "Future Plans and Use of Proceeds" in the Prospectus. The

Company will not directly or indirectly use any of the proceeds from the International Offering to fund any operations in, to finance any investments, projects or activities in, to make any payments to, any country, or to make any payments to, or finance any activities with, any person, targeted by any of the economic sanctions promulgated by any Executive Order issued by the President of the United States or administered by the United States Treasury Department's Office of Foreign Asset Control. The Company will maintain and implement adequate internal controls and procedures to monitor and audit transactions that are reasonably designed to detect and prevent any use of the proceeds from the Global Offering that is inconsistent with any of the Company's representations and applicable obligations;

- (ix) except (A) the issue, offer and sale of the Offer Shares pursuant to the Global Offering (including pursuant to any exercise of the Over-allotment Option), (B) the issue of Shares pursuant to the Capitalisation Issue, and (C) the grant of options or awards and the issue of Shares pursuant to the Share Option Scheme, during the period commencing on the date of this Agreement and ending on, and including, the date that is six months after the Listing Date (the "**First Six-Month Period**"), the Company will not, and will procure each other Group Company not to, without the prior written consent of the Sponsor and the Sole Overall Coordinator (for itself and on behalf of the other Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:
- (a) allot, issue, sell, accept subscription for, offer to allot, issue or sell, contract or agree to allot, issue or sell, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to subscribe for or purchase, grant or purchase any option, warrant, contract or right to allot, issue or sell, or otherwise transfer or dispose of or create any Encumbrance over, either directly or indirectly, conditionally or unconditionally, any Shares or other securities of the Company or any shares or other securities of any other Group Company, as applicable, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any other warrants or other rights to purchase, any Shares or any shares of any other Group Company, as applicable), or deposit any Shares or other securities of the Company or any shares or other securities of any other Group Company, as applicable, with a depository in connection with the issue of depository receipts; or repurchase any Shares or other securities of the Company or any shares or other securities of any other Group Company, as applicable, or
 - (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Shares or other securities of the Company or any shares or other securities of any other Group Company, as applicable, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares or other securities of the Company or any shares or other securities of any other Group Company, as applicable); or
 - (c) enter into any transaction with the same economic effect as any transactions specified in Clause 6.1(ix)(a) or 6.1(ix)(b) above; or
 - (d) offer to or agree to or announce any intention to effect any transaction specified in Clause 6.1(ix)(a), 6.1(ix)(b) or 6.1(ix)(c) above,

in each case, whether any of the transactions specified in Clause 6.1(ix)(a), 6.1(ix)(b) or 6.1(ix)(c) above is to be settled by delivery of Shares or other securities of the Company or shares or other securities of any other Group Company, as applicable, or in cash or otherwise (whether or not the issue of such Shares or other shares or securities will be completed within the First Six-Month Period);

- (x) the Company will not, and will procure each other Group Company not to, enter into any of the transactions specified in Clause 6.1(ix)(a), 6.1(ix)(b) or 6.1(ix)(c) above or offer to or agree to or announce any intention to effect any such transaction, such that the Controlling Shareholders would cease to be a “controlling shareholder” (as defined in the Listing Rules) of the Company during the period of six months immediately following the expiry of the First Six-Month Period (the “**Second Six-Month Period**”);
- (xi) in the event that, during the Second Six-Month Period, the Company enters into any of the transactions specified in Clause 6.1(ix)(a), 6.1(ix)(b) or 6.1(ix)(c) above or offers to or agrees to or announces any intention to effect any such transaction, the Company shall take all reasonable steps to ensure that it will not create a disorderly or false market in any Shares or other securities of the Company;
- (xii) the Company will use its best efforts to maintain the listing of the Shares on the Stock Exchange for at least one year after the Listing Date, except following a withdrawal of such listing which has been approved by the relevant shareholders of the Company in accordance with the Listing Rules or following an offer (within the meaning of the Hong Kong Codes on Takeovers and Mergers and Share Buybacks) for the Company becoming unconditional;
- (xiii) without prejudice to Clauses 3.6.2 and 3.6.3, the Company will pay any tax, duty, levy, fee or other charge or expense (if any) which may be payable in Hong Kong or elsewhere, whether pursuant to the requirement of any Laws or otherwise, in connection with the creation, allotment, issue, sale or transfer of the Offer Shares, the Global Offering, or the execution and delivery of, or the performance of any of the provisions under, this Agreement;
- (xiv) the Company shall not at any time after the date of this Agreement up to and including the date on which all the Conditions are fulfilled or waived, amend or agree to amend the Articles of Association or enter into or allow any Group Company to enter into any commitment or arrangement which could materially and adversely affect the Global Offering or which is outside the ordinary course of business of any member of the Group or take any steps which, in the reasonable opinion of the Sponsor, would be materially inconsistent with any expression of policy or intention in the Prospectus or make any material amendment to any of the service contracts of the Directors or waive or release a Director from any provision of his/her service contract and the Company shall do all such acts and things to enforce or preserve the rights of the Company under the service contracts;
- (xv) at any time within the period during which the Over-allotment Option may be exercised, the Company shall not declare or make any payment of dividends, make any other distribution of profits whatsoever, any return of value or any issue of bonus Shares to its shareholders or offer or agree to do any of the foregoing or announce any intention to do so;

- (xvi) if at any time prior to the completion of the issue of the Offer Shares by the Company, any event occurs as a result of which any of the Offer Documents, as then amended or supplemented, would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it should be necessary to amend or supplement the Offer Documents to comply with applicable Laws, the Company and the Warrantors will promptly notify the Sponsor and will prepare and provide to the Sponsor an amendment or supplement which will correct such statement or omission and effect such compliance and will not distribute any such amendment or supplement which the Sponsor objects;
- (xvii) if, at any time up to or on the date falling 30 days after the Listing Date, there is a significant change which affects or is capable of affecting any information contained in the Offer Documents or a significant new matter arises, the inclusion of information in respect of which would have been required in any of the Offer Documents had it arisen before any of them was issued, then the Company shall:
 - (a) promptly provide full particulars thereof to the Sponsor and the Sole Overall Coordinator;
 - (b) if so reasonably required by the Sponsor, inform the Stock Exchange of such change or matter;
 - (c) (if so required by the Stock Exchange, or if so reasonably required by the Sponsor or the Sole Overall Coordinator) promptly prepare and (through the Sponsor unless the Sponsor agrees not to do so) deliver to the Stock Exchange for approval documentation containing details thereof in a form agreed by the Sponsor and publish such documentation in such manner as the Stock Exchange, the Sponsor and the Sole Overall Coordinator may require; and
 - (d) make any necessary announcements through the Stock Exchange and the press to avoid a false market being created in the Offer Shares.

The Company undertakes not to issue, publish, distribute or make available publicly any announcement, circular, document or other communication relating to any matter aforesaid without the prior written consent of the Sponsor and the Sole Overall Coordinator, which consent shall not be unreasonably withheld or delayed;

- (xviii) the Company will assist the Sole Overall Coordinator to obtain the qualification of the Offer Shares for offering under the Laws of such jurisdictions as the Sole Overall Coordinator may designate and to maintain such qualifications in effect so long as required for the sale of the Offer Shares. The Company will promptly advise the Sole Overall Coordinator of the receipt by the Company of any notification with respect to the suspension of the qualification of the Offer Shares for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose;
- (xix) each Warrantor agrees not to, and to cause its respective Affiliates not to, take or facilitate, directly or indirectly, any action which is designed to or which constitutes or which might reasonably be expected to cause or result in stabilisation or manipulation of the price of the Shares or any securities of the Company. For the avoidance of doubt, the Stabilising Manager (and/or its agent(s)) may engage in

transactions which stabilise the market price of the Offer Shares in accordance with Clause 2.9;

- (xx) the Company shall ensure that any issues identified and as disclosed in any internal control report prepared by the Internal Control Consultant will as soon as reasonably practicable be rectified or improved in accordance with any recommendations or suggestions made by the Internal Control Consultant in such internal control report and to a standard to allow compliance by the Company and its board of Directors with all applicable Laws;
- (xxi) each of the Warrantors, their respective directors and employees will not provide Non-Public Information to any investment research analyst at any time up to and including the day falling on the later of (i) 40 calendar days after the closing of the Global Offering; or (ii) 40 calendar days after the closing date for the Over-allotment Option (if the Over-allotment Option is exercised);
- (xxii) the Company will cooperate with and fully assist, and procure members of the Group, Controlling Shareholder, and/or any of their respective directors, officers, employees, affiliates, agents, advisers, reporting accountants, auditors, legal counsels and other relevant parties engaged by the Company in connection with the Global Offering to cooperate with and fully assist, in a timely manner, each of the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters and the CMIs to facilitate its performance of its duties, as the case may be, as a sponsor, overall coordinator or capital market intermediary and to meet its obligations and responsibilities under all applicable laws, regulations, rules and regulatory requirements (whether having the force of law or otherwise) from time to time in force, including, without limitation, the Code of Conduct and the Listing Rules (including, without limitation, the provision of materials, information and documents to the Stock Exchange and the SFC under paragraphs 21.3 and 21.4 of the Code of Conduct and Chapter 3A of and paragraph 19 of Appendix 6 to the Listing Rules);
- (xxiii) unless otherwise waived or exempted by the relevant Governmental Authorities, the Company will comply with (and the Company hereby confirms that it has duly complied with) all applicable Laws (including, without limitation and for the avoidance of doubt, the rules, regulations and requirements of the Stock Exchange, the SFC and any other Governmental Authority) including, without limitation:
 - (a) complying with the Listing Rules, Part XIVA of the Securities and Futures Ordinance or other requirements in connection with the announcement and dissemination to the public under applicable circumstances, any information required by the Stock Exchange, the SFC or any other relevant Governmental Authority to be announced and disseminated to the public in any material respect;
 - (b) complying with the all applicable Laws in connection with (A) the establishment and maintenance of adequate and effective internal control measures and internal systems for maintenance of data protection, confidentiality and archive administration; (B) the relevant requirements and approval and filing procedures in connection with its handling, disclosure, transfer and retention of transfer of state secrets and working secrets of government agencies or any other documents or materials that would

otherwise be detrimental to national securities or public interest (the “**Relevant Information**”); and (C) maintenance of confidentiality of any Relevant Information;

- (c) complying with the Listing Rule requirement to document the rationale behind the Company’s decision on allocation and pricing, in particular where the decision is contrary to the advice, recommendation(s) and/or guidance of the Sole Overall Coordinator (in the capacity of an overall coordinator) in accordance with paragraph 19 of Appendix 6 to the Listing Rules;
 - (d) complying with and procuring the Directors to comply with their obligations to assist the syndicate members in accordance with Rule 3A.46 of the Listing Rules, including but not limited to keeping the syndicate members informed of any material changes to information provided under Rule 3A.46(1) of the Listing Rules as soon as it becomes known to the Company and the Directors;
 - (e) notifying the Stock Exchange and providing it with the updated information and reasons for any material changes to the information provided to the Stock Exchange under Rule 9.11 of the Listing Rules;
 - (f) keeping the Sponsor and the Sole Overall Coordinator (in the capacity of an overall coordinator) informed of any material change to the information previously given to the Stock Exchange and the SFC under paragraph (xxi) above, and to enable the Sole Overall Coordinator to provide (or procuring their provision) to the Stock Exchange and/or the SFC, in a timely manner, such information as the Stock Exchange or the SFC may require;
 - (g) providing to or procuring for the Sole Overall Coordinator (in the capacity of an overall coordinator) all necessary consents to the provision of the information referred to in paragraphs (xxii) to (xxiii) of this Clause to them; and
 - (h) complying, cooperating and assisting with record-keeping obligations of the Company, the Sole Overall Coordinator (in the capacity of an overall coordinator) and the CMLs under the Code of Conduct and the Listing Rules, including but not limited to, in the situation where the Company may decide to deviate from the advice or recommendations by the Sole Overall Coordinator (in the capacity of an overall coordinator); and
- (xxiv) the Company shall inform the Stock Exchange and the SFC of such change or matter if so required by any of the Sponsor, the Sole Overall Coordinator and the Underwriters (including the CMLs).

6.2 Restrictions on dealings and related matters

- 6.2.1** Each of the Warranting Shareholders hereby undertakes to each of the Company, the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters and the CMLs that, except pursuant to the Stock Borrowing Agreement and in compliance

with the requirements under Rule 10.07(3) of the Listing Rules, without the prior written consent of the Sponsor and the Sole Overall Coordinator (for itself and on behalf of the other Hong Kong Underwriters):

- (i) at any time during the First Six-Month Period, it shall not, and shall procure that the relevant registered holder(s), any nominee or trustee holding on trust for it and the companies controlled by it (together, the “**Controlled Entities**”) shall not, (a) sell, offer to sell, contract or agree to sell, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to sell, or otherwise transfer or dispose of or create an Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, any Shares or other securities of the Company or any interest therein (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares) beneficially owned by it directly or indirectly through its Controlled Entities (the “**Relevant Securities**”), or deposit any Relevant Securities with a depository in connection with the issue of depository receipts; or (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Relevant Securities; or (c) enter into or effect any transaction with the same economic effect as any of the transactions referred to in sub-paragraphs (a) or (b) above; or (d) offer to or agree to or announce any intention to enter into or effect any of the transactions referred to in sub-paragraphs (a), (b) or (c) above, in each case whether any of the foregoing transactions referred to in sub-paragraphs (a), (b) or (c) is to be settled by delivery of Shares or any other securities of the Company or in cash or otherwise (whether or not the issue of such Shares or other securities will be completed within the First Six-Month Period);
- (ii) at any time during the Second Six-Month Period, it shall not, and shall procure that the Controlled Entities shall not, enter into any of the transactions referred to in Clause 6.2.1(i)(a), (b) or (c) above or offer to or agree to or announce any intention to enter into any such transaction if, immediately following any sale, transfer or disposal or upon the exercise or enforcement of any option, right, interest or Encumbrance pursuant to such transaction, it would cease to be a “controlling shareholder” (as defined in the Listing Rules) of the Company;
- (iii) in the event that it enters into any of the transactions specified in Clause 6.2.1(i)(a), (b) or (c) above or offer to or agrees to or announce any intention to effect any such transaction within the Second Six-Month Period, it shall take all reasonable steps to ensure that it will not create a disorderly or false market for any Shares or other securities of the Company; and
- (iv) it shall, and shall procure that the relevant registered holder(s) and other Controlled Entities shall, comply with all the restrictions and requirements under the Listing Rules on the sale, transfer or disposal by it or by the registered holder(s) and/or other Controlled Entities of any Shares or other securities of the Company.

6.2.2 Each of the Warranting Shareholders further undertakes to each of the Company, the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters and the CMI that, within the period from the date by reference to which disclosure of their shareholding in the Company is made in the Prospectus and ending on the date which is twelve months from the Listing Date, it will:

- (i) when it pledges or charges any securities or interests in the Relevant Securities in favour of an authorised institution pursuant to Note 2 to Rule 10.07(2) of the Listing Rules, immediately inform the Company, the Sponsor and the Sole Overall Coordinator in writing of such pledges or charges together with the number of securities and nature of interest so pledged or charged; and
- (ii) when it receives indications, either verbal or written, from any pledgee or chargee that any of the pledged or charged securities or interests in the securities of the Company will be sold, transferred or disposed of, immediately inform the Company, the Sponsor and the Sole Overall Coordinator in writing of such indications.

The Company shall inform the Stock Exchange in writing as soon as it has been informed of any of the matters referred to above (if any) by the Warranting Shareholders and disclose such matters by way of an announcement to be published in accordance with the Listing Rules as soon as possible.

6.3 Obligations and liability

6.3.1 The obligations of each of the Warrantors shall be binding on his or its personal representatives and successors (as the case may be).

6.3.2 Any liability to any party to this Agreement may in whole or in part be released, compounded or compromised and time or indulgence may be given by any party as regards any person under such liability without prejudicing the rights of any other party or the relevant party's other rights against such person or the relevant party's rights against any other person under the same or a similar liability.

6.3.3 Subject to the provisions of the Agreement Among Hong Kong Underwriters (which shall not be binding on or confer any rights upon any persons other than the parties thereto, including the Company and Warrantors), for the avoidance of doubt, neither the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters nor the CMI shall be responsible or liable for any breach of the provisions of this Agreement by any of the Hong Kong Underwriters (other than itself in its capacity as a Hong Kong Underwriter).

6.3.4 Save and except for any loss or damage finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral panel to have arisen solely and directly out of any gross negligence, wilful default or fraud on the part of the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters or the CMI, no claim shall be made against the Sponsor, the Sole Overall Coordinator,

the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters, the CMI or against any other of the Indemnified Persons (as defined below) (such right of the Indemnified Persons being held by the Hong Kong Underwriters as trustee for the Indemnified Persons) by the Company and/or any of the other Warrantors (and each of the Warrantors shall procure that none of its Affiliates shall make any such claim), to recover any damage, cost, charge or expense which any of the Warrantors may suffer or incur by reason of or arising out of the carrying out by the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters or the CMIs of the work to be done by any of them or the performance of their respective obligations hereunder or otherwise in connection with any other Underwriting Documents, the Offer Documents, the Global Offering and any associated transactions (whether in performance of its duties as underwriter or otherwise). Specifically (but without prejudice to the generality of the foregoing), none of the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters and the CMIs shall have any liability or responsibility whatsoever for any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares or any announcements, documents, materials, communications or information whatsoever made, given, related or issued arising out of, in relation to or in connection with the Company or the Global Offering (whether or not approved by the Sole Overall Coordinator or any of the Hong Kong Underwriters).

7 INDEMNITY

- 7.1 The Warrantors jointly and severally undertake to indemnify and keep indemnified on demand (on an after-tax basis) and hold harmless each of the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters and the CMIs (for itself and on trust for its directors, officers, employees, agents, assignees and affiliates (the “**Related Parties**”)) (each an “**Indemnified Person**”) from and against (i) all and any actions, claims (whether or not any such claim involves or results in any actions or proceedings), demands, investigations and proceedings from time to time made or brought or threatened or alleged to be made or brought (together, the “**Actions**”) against or otherwise involve, and (ii) all losses, damages, liabilities, payments, costs or expenses including legal fees and taxes (including stamp duty and any penalties and/or interest arising in respect of any taxes) (including, without limitation, all payments, costs or expenses made or incurred arising out of or in connection with the settlement of any Actions or in investigating, disputing or defending the same or the enforcement of any such settlement or any judgment obtained in respect of any Actions) (together, the “**Losses**”) which may be suffered, made or incurred by, an Indemnified Person (with such amount of indemnity to be paid to the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters and the CMIs to cover all the Actions against and Losses incurred by, such party and its Related Parties) directly or indirectly in connection with:
- (a) the execution, delivery or performance by any one or more of the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters and the CMIs of its/their obligations under this Agreement or any other Underwriting Documents or the Offer Documents or otherwise in connection with the Global Offering (including but not limited to the respective roles and responsibilities of the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead

Managers and the CMIs under the Sponsor and Sponsor-OC Engagement Agreement and the CMI Engagement Agreements or otherwise under the Code of Conduct); or

- (b) the issue, publication, distribution or making available of any of the Offer Documents and/or any document, public notice, announcement, material, communication and advertisement issued by or on behalf of the Company whatsoever in connection with the Company or the Global Offering (whether or not approved by the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters or the CMIs); or
- (c) the offer, allotment and issue or the sale and transfer, as the case may be, of the Offer Shares; or
- (d) any material breach or alleged material breach on the part of the Company or any of the other Warrantors of any of the provisions of any of the Underwriting Documents, the Offer Documents or the Articles of Association or any other agreements in connection with the Global Offering to which it is or is to be a party or an action or omission of the Company or any of its Subsidiaries, directors, officers or employees or any of the other Warrantors resulting in a material breach of any of the provisions of any of the Underwriting Documents, the Offer Documents or the Articles of Association; or
- (e) any of the Warranties being untrue, inaccurate, misleading, deceptive or otherwise breached in any material respect or being alleged to be untrue, inaccurate, misleading, deceptive or otherwise breached in any material respect; or
- (f) any breach or alleged breach of the Laws of any country or territory resulting from the distribution of any of the Offer Documents, or any announcements, documents, materials, communications or information whatsoever made, given, released or issued arising out of, in relation to or in connection with the Company or the Global Offering (whether or not approved by the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters or the CMIs) and/or any offer, sale, or distribution of the Offer Shares otherwise than in accordance with and on the terms of those documents and the Underwriting Documents; or
- (g) Save for information on the names, addresses and licence status of the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters and the CMIs, any of the Offer Documents or any announcements, documents, materials, communications or information whatsoever made, given, released or issued by or on behalf of the Company arising out of, in relation to or in connection with the Company or the Global Offering (whether or not approved by the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters or the CMIs), or, in each case, any supplement or amendment thereto, containing any statement of a fact, estimate, forecast or expression of opinion or intention that is incomplete, inaccurate, misleading or deceptive in any material respect, or omitting or allegedly omitting a fact necessary to make any statement therein in light of the circumstances under which it was made, not misleading or deceptive, or not containing, or being alleged

not to contain, all information material in the context of the Global Offering or otherwise required to be contained therein; or

- (h) any failure or alleged failure by the Company or any of the Directors to comply with their respective obligations under the Listing Rules or the applicable Laws; or
- (i) the settlement by any Group Company of any investigation or proceeding by any Governmental Authority, commenced or threatened; or
- (j) any act or omission of the Company, any other Warrantors or any Group Company in relation to the Global Offering; or
- (k) any statement in any of the Offer Documents or in any announcements, documents, materials, communications or information whatsoever made, given, released or arising out of, in relation to or in connection with the Company or the Global Offering (whether or not approved by the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters or the CMIs) or, in each case, any supplement or amendment thereto, being or alleged to be defamatory of any person or any jurisdiction; or
- (l) the Global Offering failing or being alleged to fail to comply with the requirements of the Listing Rules, the Code of Conduct, the applicable Laws, or any condition or term of any approvals in connection with the Global Offering, other than as a result of breach(es) of undertakings hereof by the Hong Kong Underwriters or any of them; or
- (m) any of the Offer Documents failing or being alleged to fail to disclose sufficient information necessary to enable an informed assessment to be made of the assets and liabilities, financial position, profits and losses and prospects of the Group or of the rights attaching to the Shares, or any risks relating to any of the foregoing; or
- (n) any breach, violation or non-compliance or alleged breach, violation or non-compliance by any of the Warrantors or any Group Company of any applicable Laws in connection with the Global Offering; or
- (o) otherwise, howsoever, in connection with the Global Offering and the underwriting thereof,

provided that the above indemnity in respect of Clause 7.1(a) shall not be available to any Indemnified Person to the extent, but only to the extent, that such Action or Loss is finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral panel to have been caused solely and directly by the gross negligence, wilful default or fraud on the part of such Indemnified Person, and any settlement or compromise of or consent to the entry of judgment with respect of any Action or Loss by any of the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters, the CMIs or any other Indemnified Person shall be made without prejudice to any claim, action or demand any of the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters, the CMIs or any other Indemnified Person may have or make against the Company and/or any of the other Warrantors under this Clause or otherwise under this Agreement.

- 7.2** Counsel to the Indemnified Persons in relation to any Action shall be selected by the Sole Overall Coordinator. The Warrantors shall not, without the prior written consent of the relevant Indemnified Person or the Hong Kong Underwriter of which such Indemnified Person is a Related Party, admit liability or responsibility, settle or compromise or consent to the entry of any judgment with respect to any litigation, or any investigation or proceeding by any Governmental Authority, commenced or threatened, or any claim whatsoever in respect of which indemnification or contribution could be sought under this Clause without first consulting the Indemnified Persons (whether or not such Indemnified Person is an actual or potential party thereto) or the Hong Kong Underwriter of which such Indemnified Person is a Related Party.
- 7.3** Any admission of liability or responsibility, settlement or compromise of or consent to the entry of judgment with respect to any Action or Loss by any of the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters, the CMLs or any other Indemnified Person shall be without prejudice to, and without (other than any obligations imposed on it by Laws) any accompanying obligation or duty to mitigate the same in relation to, any claim, action or demand any of the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters, the CMLs or any other Indemnified Person may have or make against the Company and/or any other Warrantors under this Agreement. The Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters, the CMLs or any other Indemnified Persons are not required to obtain consent from any of the Warrantors with respect to such admission of liability or responsibility, settlement or compromise. The rights of the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters, the CMLs or any other Indemnified Persons herein are in addition to any rights that each of the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters, the CMLs or any other Indemnified Person may have at law or otherwise and the obligations of the Warrantors herein shall be in addition to any liability which the Warrantors may otherwise have.
- 7.4** The provisions of the indemnities contained in this Clause are not affected by any other provisions or forms (including any limitations) set out in this Agreement. For the avoidance of any doubt, the indemnity contained in this Clause 7 is not exclusive and shall not limit any rights or remedies which may otherwise be available to any Indemnified Person at Laws or in equity.
- 7.5** If the indemnity under this Clause 7 is unavailable or insufficient to hold harmless an Indemnified Person, then the Warrantors shall jointly and severally on demand contribute to the amount paid or payable by such Indemnified Person as a result of such Actions or Losses:
- (a) in such proportion as is appropriate to reflect the relative benefits received by the Warrantors on the one hand and the Hong Kong Underwriters on the other hand from the Hong Kong Public Offering; or
 - (b) if the allocation provided in (a) above is not permitted by applicable Laws, then in such proportion as is appropriate to reflect not only the relative benefits referred to in (a) above but also the relative fault of any of the Warrantors on the one hand and the Hong Kong Underwriters on the other hand which resulted in the Actions or Losses as well as any other relevant equitable considerations.

- 7.6** For the purpose of Clause 7.5, the relative benefits received by the Warrantors on the one hand and the Hong Kong Underwriters on the other hand shall be deemed to be in the same proportion as the total net proceeds received by the Company (before deducting expenses) as a result of the Global Offering bear to the aggregate amount of the commissions which the Hong Kong Underwriters are entitled to receive pursuant to Clause 4.1. Relative fault shall be determined by reference to, among other things, the relative intent, knowledge, access to information and opportunity to correct or prevent the relevant breach or alleged breach on the part of the Warrantors of any of the provisions of this Agreement or the Warranties being untrue, misleading or deceptive or having been breached in any respect or being alleged to be untrue, misleading or deceptive in any respect or being alleged to have been breached in any respect. The parties to this Agreement agree that it would not be just and equitable if contributions pursuant to Clause 7.5 were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in this Clause 7.6. The amount paid (on a several basis) by an Indemnified Person as a result of any Actions or Losses, shall be deemed to include any legal or other expenses incurred by such Indemnified Person in connection with investigating or defending any such Actions.
- 7.7** All payments made by the Warrantors under this Clause 7 shall be made gross, free of any right of counterclaim or set off and without deduction or withholding of any kind, other than any deduction or withholding required by Laws. If a Warrantor makes a deduction under this Clause 7, the sum due from the Warrantors shall be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the relevant Indemnified Person which is entitled to such payment receives a sum equal to the sum it would have received had no deduction or withholding been made. All amounts subject to indemnity under this Clause 7 shall be paid by the Warrantors as and when they are incurred within 30 days of a written notice demanding payment being given to the relevant Warrantors by or on behalf of an Indemnified Person.
- 7.8** If a payment under this Clause 7 will be or has been subject to tax, the Warrantors shall pay the relevant Indemnified Person on demand the amount (after taking into account any tax payable in respect of the amount and treating for these purposes as payable any tax that would be payable but for a relief, clearance, deduction or credit) that will ensure that the relevant Indemnified Person receives and retains a net sum equal to the sum it would have received had the payment not been subject to tax.
- 7.9** If a Warrantor enters into any agreement or arrangement with any adviser for the purpose of or in connection with the Global Offering, the terms of which provide that the liability of the adviser to the Warrantor or any other person is excluded or limited in any manner, and any of the Indemnified Persons may have joint and several liability with such adviser to the Warrantor or to any other person arising out of the performance of its duties under this Agreement or any other Underwriting Document or any Offer Document, the Warrantor shall:
- 7.9.1** not be entitled to recover any amount from any Indemnified Person which, in the absence of such exclusion or limitation, the Warrantor would have been entitled to recover from such adviser; and
 - 7.9.2** indemnify the Indemnified Persons in respect of any increased liability to any third party which would not have arisen in the absence of such exclusion or limitation; and

- 7.9.3** take such other action as the Indemnified Person may require to ensure that the Indemnified Persons are not prejudiced as a consequence of such agreement or arrangement.
- 7.10** The foregoing provisions of this Clause 7 will continue in full force and effect notwithstanding the Global Offering becoming unconditional and having been completed or the termination of the Agreement (as the case may be).

8 TERMINATION

- 8.1** The Sole Overall Coordinator, at its sole and absolute discretion, may, for itself and on behalf of the other Hong Kong Underwriters, upon giving notice in writing to the Company (for itself and on behalf of the Selling Shareholder) made pursuant to Clause 9.13, terminate this Agreement with immediate effect if any of the following events occurs at or prior to 8:00 a.m. on the Listing Date:

- 8.1.1** there has come to the notice of the Sole Overall Coordinator or the Sole Overall Coordinator has cause to believe:
- (i) that any statement contained in any Offer Documents and/or any notices, announcements, advertisements, communications or other documents issued or used by or on behalf of the Company in connection with the Global Offering (including any supplement or amendments thereto) (collectively, the “**Relevant Documents**”) was, when it was issued, or has become, untrue, incorrect, misleading or deceptive in any material respect or that any forecast, expression of opinion, intention or expectation expressed in any of the Relevant Documents is not, in the sole and absolute opinion of the Sole Overall Coordinator (for itself and on behalf of the other Hong Kong Underwriters), fair and honest and based on reasonable assumptions, when taken as a whole; or
 - (ii) that any matter has arisen or has been discovered which would or might, had it arisen or been discovered immediately before the respective dates of the publication of the Relevant Documents, constitute a material omission therefrom; or
 - (iii) any breach of any of the obligations imposed or to be imposed upon any party to this Agreement or the International Underwriting Agreement (in each case, other than on the part of any of the Underwriters); or
 - (iv) any event, act or omission having occurred which gives or is likely to give rise to any material liability of any of the Warrantors pursuant to Clause 7 or under the International Underwriting Agreement; or
 - (v) any change or development involving a prospective adverse change in the assets, liabilities, general affairs, management, business prospects, shareholders’ equity, profits, losses, results of operations, position or conditions (financial, trading or otherwise) or performance of any Group Company; or
 - (vi) any breach of, or any event or circumstance rendering untrue or incorrect in any respect, any of the Warranties; or

- (vii) the approval by the Listing Committee of the Stock Exchange of the listing of, and permission to deal in, the Shares (including any additional Shares that may be issued upon the exercise of the Over-allotment Option) is refused or not granted, or is qualified (other than subject to customary conditions), on or before the Listing Date, or if granted, the approval is subsequently withdrawn, qualified (other than by customary conditions) or withheld; or
- (viii) the Company withdraws any of the Relevant Documents or the Global Offering; or
- (ix) any person (other than the Hong Kong Underwriters) has withdrawn or sought to withdraw its consent to being named in any of the Relevant Documents or to the issue of any of the Relevant Documents; or
- (x) that a petition or an order is presented for the winding-up or liquidation of any Group Company or any Group Company makes any composition or arrangement with its creditors or enters into a scheme of arrangement or any resolution is passed for the winding-up of any Group Company or a provisional liquidator, receiver or manager is appointed to take over all or part of the assets or undertaking of any Group Company or anything analogous thereto occurs in respect of any Group Company; or
- (xi) any material loss or damage has been sustained by any Group Company (howsoever caused and whether or not the subject of any insurance or claim against any person); or
- (xii) there is a prohibition on the Company for whatever reason from offering, allotting, issuing or selling any of the Offer Shares (including pursuant to any exercise of the Over-allotment Option) pursuant to the terms of the Global Offering; or
- (xiii) the Chief Executive Officer, Chief Financial Officer, any Director or member of senior management of the Company is vacating his or her office; or
- (xiv) any Director or member of senior management of the Company is being charged with an indictable offence or is prohibited by operation of law or otherwise disqualified from taking part in the management of a company or there is the commencement by any governmental, political or regulatory body of any investigation or other action against any Director or member of senior management of the Company or any member of the Group in his or her capacity as such, or an announcement by any governmental, political or regulatory body that it intends to commence any such investigation or take any such action; or
- (xv) any of the cornerstone placing or any of the cornerstone investor has been withdrawn, terminated or cancelled or if any cornerstone investor is unable to fulfil its obligations under the respective cornerstone investment agreement; or
- (xvi) a material portion of the orders placed in the book-building process have been withdrawn, terminated or cancelled; or

8.1.2 there shall develop, occur, exist or come into effect:

- (i) any local, national, regional, international event or circumstance, or series of events or circumstances, beyond the reasonable control of the Underwriters (including, without limitation, any acts of government or orders of any courts, strikes, calamity, crisis, lock-outs, fire, explosion, flooding, civil commotion, acts of war, outbreak or escalation of hostilities (whether or not war is declared), acts of God, acts of terrorism, declaration of a local, regional, national or international emergency, riot, public disorder, economic sanctions, outbreaks of diseases, pandemics or epidemics (including, without limitation, Severe Acute Respiratory Syndrome, avian influenza A (H5N1), Swine Flu (H1N1), Middle East Respiratory Syndrome, coronavirus or such related or mutated forms) or interruption or delay in transportation); or
- (ii) any change or development involving a prospective change, or any event or circumstance or series of events or circumstances likely to result in any change or development involving a prospective change, in any local, regional, national, international, financial, economic, political, military, industrial, fiscal, legal regulatory, currency, credit or market conditions (including, without limitation, conditions in the stock and bond markets, money and foreign exchange markets, the interbank markets and credit markets); or
- (iii) any moratorium, suspension or restriction on trading in securities generally (including, without limitation, any imposition of or requirement for any minimum or maximum price limit or price range) on the Stock Exchange, the New York Stock Exchange, the London Stock Exchange, the NASDAQ Global Market, the Shanghai Stock Exchange, the Shenzhen Stock Exchange and the Tokyo Stock Exchange; or
- (iv) any new Laws, or any change or development involving a prospective change in existing Laws, or any event or circumstance or series of events or circumstances likely to result in any change or development involving a prospective change in the interpretation or application of existing Laws by any court or other competent authority, in each case, in or affecting any of Hong Kong, the Czech Republic, Germany, Austria, Malta, Poland, the BVI, the Cayman Islands or any other jurisdictions relevant to any Group Company or the Global Offering (the “**Specific Jurisdictions**”); or
- (v) any general moratorium on commercial banking activities, or any disruption in commercial banking activities, foreign exchange trading or securities settlement or clearance services or procedures or matters, in or affecting any of the Specific Jurisdictions; or
- (vi) the imposition of economic sanctions, in whatever form, directly or indirectly, by or for any of the Specific Jurisdictions; or
- (vii) a change or development involving a prospective change in or affecting taxation or exchange control (or the implementation of any exchange control), currency exchange rates or foreign investment Laws (including, without limitation, any change in the system under which the value of the Hong Kong currency is linked to that of the currency of the United States or

a material fluctuation in the exchange rate of the Hong Kong dollar or the Renminbi against any foreign currency) in or affecting any of the Specific Jurisdictions or affecting an investment in the Shares; or

- (viii) any change or development involving a prospective change in, or a materialisation of, any of the risks set out in the section headed “Risk Factors” in the Prospectus;
- (ix) any litigation, dispute, legal action, regulatory investigation, claim, legal proceeding or action being threatened or instigated or announced against any Group Company or Warrantor or any Director; or
- (x) a contravention by any Group Company or any Director of the Listing Rules, the Companies Ordinance or any other Laws applicable to the Global Offering; or
- (xi) non-compliance of the Prospectus and the other Relevant Documents or any aspect of the Global Offering with the Listing Rules or any other Laws applicable to the Global Offering; or
- (xii) the issue or requirement to issue by the Company of a supplement or amendment to the Prospectus and/or any of the other Relevant Documents pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Listing Rules or any requirement or request of the Stock Exchange and/or the SFC; or
- (xiii) a valid demand by any creditor for repayment or payment of any indebtedness of any Group Company or in respect of which any Group Company is liable prior to its stated maturity; or

which in each case individually or in aggregate in the sole and absolute opinion of the Sole Overall Coordinator (for itself and on behalf of the other Hong Kong Underwriters) (for the avoidance of doubt, this clause only applies to cases stipulated in Clause 8.1.2):

- (a) has or is or will or likely to be or could be expected to have an adverse effect on the assets, liabilities, business, general affairs, management, shareholders’ equity, profits, losses, results of operation, financial, trading or other condition or prospects or risks of the Company or the Group or any Group Company or on any present or prospective shareholder of the Company in his, her or its capacity as such; or
- (b) has or will or likely to have or could be expected to have an adverse effect on the success, marketability or pricing of the Global Offering or the level of applications under the Hong Kong Public Offering or the level of interest under the International Offering; or
- (c) makes or will make or is likely to make it inadvisable, inexpedient or impracticable for any part of this Agreement or the Global Offering to be performed or implemented or proceeded with as envisaged or to market the Global Offering or shall otherwise result in an interruption to or delay thereof; or

- (d) has or will or would have the effect of making any part of this Agreement (including underwriting) incapable of performance in accordance with its terms or which prevents the processing of applications and/or payments pursuant to the Global Offering or pursuant to the underwriting thereof.

8.2 Upon the termination of this Agreement pursuant to Clauses 2.1.4 or 8.1:

- 8.2.1** each of the parties hereto shall cease to have any rights or obligations under this Agreement, no party to this Agreement shall be under any liability to any other party in respect of this Agreement, and no party shall have any claim against any other party to this Agreement for costs, damages, compensation or otherwise, save in respect of the provisions of this Clause 8 and Clauses 4.2, 4.3, 4.4, 4.5, 7 and 9, any antecedent breaches under this Agreement and any rights or obligations which may have accrued under this Agreement prior to such termination;
- 8.2.2** the Company shall refund forthwith all payments, if any, made by (i) the Hong Kong Underwriters or any of them, directly or indirectly, to the Company pursuant to Clause 3.4 and/or (ii) by the successful applicants under valid Hong Kong Public Offering Applications and the Preferential Offering Applications (in the latter case of (ii), the Company shall procure that the Hong Kong Share Registrar and the Nominees arrange for refund to all applicants under the Hong Kong Public Offering and the Preferential Offering in accordance with the Hong Kong Share Registrar Agreement and the Receiving Bank Agreement); and
- 8.2.3** the Company shall pay to the Sole Overall Coordinator the costs, fees and expenses set out in Clauses 4.2 and 4.3 and the Sole Overall Coordinator may, in accordance with the provisions herein and the Receiving Bank Agreement, instruct the Nominees to make any such (or any part of such) out of the interest accrued on the monies received in respect of the Hong Kong Public Offering and the Preferential Offering, if any.

9 GENERAL PROVISIONS

9.1 Release

Any liability to any party under this Agreement may in whole or in part be released, compounded or compromised, and time or indulgence may be given, by that party (and, where any liability is owed to any Hong Kong Underwriters, by the Sole Overall Coordinator (for itself and on behalf of any or all of the Hong Kong Underwriters) at its sole and absolute discretion) as regards any person under such liability, without in any way prejudicing or affecting that party's rights against any other person under the same or a similar liability, whether joint and several or otherwise.

9.2 Remedies and waivers

- 9.2.1** No failure or delay by any party hereto in exercising any right, power or remedy provided by Laws or under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time, and no single or partial exercise of any such right, power or remedy shall preclude any other or further exercise of it or the exercise of any other right, power or remedy.

9.2.2 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by Laws or otherwise).

9.2.3 Each of the Warrantors agrees and acknowledges that any consent by, or knowledge of, any of the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters and the CMIs, to the delivery to investors of any amendments or supplements to the Offer Documents subsequent to its distribution will not (i) constitute a waiver of any Condition; (ii) result in the loss of any right of any of the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters or the CMIs to terminate this Agreement; or (iii) have the effect of amending or updating any of the Warranties.

9.3 Successors and assignment

9.3.1 This Agreement shall be binding upon, and inure solely to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement.

9.3.2 Each of the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the other Hong Kong Underwriters and the CMIs may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement.

9.3.3 Save as provided in Clause 9.3.2, no party hereto may assign or transfer all or any part of the benefits of, or interest or right in or under, this Agreement.

9.3.4 Obligations under this Agreement shall not be assignable.

9.4 Further assurance

Each of the parties hereto undertakes with the other parties hereto that it shall execute and perform and procure that there are executed and performed such further documents and acts as the other parties hereto may reasonably require to give effect to the provisions of this Agreement.

9.5 Entire agreement and variation

9.5.1 This Agreement, together with (in case of the Sponsor and the Sole Overall Coordinator) the Sponsor and Sponsor-OC Engagement Agreement, (in the case of the CMIs) the CMI Engagement Agreements and any document referred to herein as an agreement expected to be entered into, constitutes the entire agreement among the Company, the Warranting Shareholders, the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters and the CMIs relating to the underwriting of the Hong Kong Public Offering to the exclusion of any terms implied by Laws which may be excluded by contract. In case any terms herein are inconsistent with those in the Sponsor and Sponsor-OC Engagement Agreement or the CMI Engagement Agreements, the terms of this Agreement shall prevail. This Agreement supersedes and extinguishes all previous agreements or

understandings relating to the underwriting of the Hong Kong Public Offering which shall cease to have any further force or effect and each party acknowledges that no party hereto has entered into this Agreement in reliance upon any representation, warranty, promise, agreement or undertaking which is not set out or referred to in this Agreement.

9.5.2 No party shall have any right of action (except in the case of fraud) against any other party to this Agreement arising out of or in connection with any representation, warranty, promise, agreement or undertaking which is not set out or referred to in this Agreement except to the extent such representation, warranty, promise, agreement or undertaking is repeated in this Agreement or the other documents or agreements referred to herein which are incorporated by reference in this Agreement.

9.5.3 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties hereto. The expression “**variation**” shall include any variation, supplement, deletion or replacement however effected.

9.6 Time of essence

Any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Company, the other Warrantors, the Sole Overall Coordinator (for itself and for and on behalf of the other Hong Kong Underwriters) and the Sponsor, but as regards any time, date or period originally fixed or any time, date or period so extended as aforesaid, time shall be of the essence.

9.7 Announcements

9.7.1 Subject to Clause 9.7.2, no announcement or public communication concerning this Agreement or the subject matter hereof shall, for a period of one year from the date hereof, be made by any of the parties hereto (and each party shall procure that their respective directors, officers and agents shall comply with the restrictions of this Clause 9.7) without the prior written approval of the Sponsor and the Sole Overall Coordinator, provided that such consent shall not be unreasonably withheld or delayed.

9.7.2 Any party hereto may make an announcement or public communication concerning this Agreement, the subject matter hereof or any ancillary matter hereto if and to the extent:

- (i) required by Laws; or
- (ii) required by any Governmental Authority to which such party is subject or submits, wherever situated, including, without limitation, the Stock Exchange and the SFC whether or not the requirement has the force of Laws,

provided that in such case, the relevant party shall first consult with the Sole Overall Coordinator and the Sponsor and the Sole Overall Coordinator and the Sponsor shall have had a reasonable opportunity to review and comment on the final draft and their respective comments (if any) have been fully considered by the relevant party.

9.7.3 Each of the Warrantors shall procure compliance by their respective Affiliates with the provisions of this Clause 9.7.

9.7.4 For the avoidance of doubt, the parties hereto acknowledge and agree that copies of this Agreement will be (a) registered with the Registrar of Companies in Hong Kong and filed with the Stock Exchange and (b) made available on display on the websites of the Stock Exchange and the Company pursuant to the Listing Rules.

9.8 Invalidity

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the Laws of any jurisdiction, that shall not affect or impair:

9.8.1 the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

9.8.2 the legality, validity or enforceability under the Laws of any other jurisdiction of that or any other provision of this Agreement.

9.9 Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original but all of which together shall constitute one and the same instrument.

9.10 Governing law and dispute resolution

9.10.1 This Agreement is governed by and shall be construed in accordance with the Laws of Hong Kong.

9.10.2 Each party to this Agreement agrees, on behalf of itself and, in the case of the Sole Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMI's, as agent for their respective affiliates, that any dispute, controversy, differences or claim arising out of or relating to this Agreement, including its subject matter, existence, negotiation, validity, invalidity, interpretation, performance, breach, termination or enforceability, including any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("**HKIAC**") under the HKIAC Administered Arbitration Rules (the "**Rules**") in force when the Notice of Arbitration is submitted in accordance with the Rules, as may be supplemented or amended by this Clause 9.10. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English. This arbitration clause shall be governed by the laws of Hong Kong. The rights and obligations of the parties to submit disputes to arbitration pursuant to this Clause 9.10 shall survive the termination of this Agreement and the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement. Any party may bring proceedings in any court of competent jurisdiction for ancillary, interim or interlocutory relief in aid of any arbitration commenced under this Clause 9.10.2.

9.10.3 Notwithstanding Clause 9.10.2, and irrespective of whether any arbitration has been commenced pursuant to Clause 9.10.2, each of the Sole Sponsor, the Sole

Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMLs shall also have the sole and absolute right (a) to refer any dispute to be finally resolved by any court of competent jurisdiction; and (b) in circumstances in which they become or are joined as a defendant or third party in any proceedings, to pursue claims against each of the Warrantors in those proceedings (whether by way of a claim for an indemnity, contribution or otherwise) and for such purposes each of the Warrantors hereby irrevocably consent to be joined as parties to such proceedings.

Once any dispute is referred to a court pursuant to Clause 9.10.3, the parties to this Agreement shall terminate any arbitration in respect of the same dispute. For the purposes of this Clause 9.10.3, each of the Warrantors hereby irrevocably submit to the jurisdiction of any court in which proceedings are commenced pursuant to Clause 9.10.3 (a) or Clause 9.10.3 (b) and waives any objection to the exercise of such jurisdiction or the recognition or enforcement in the courts of any other country of a judgment delivered by such court.

9.10.4 Each of the parties hereto irrevocably submits to the non-exclusive jurisdiction of any court in which proceedings have been commenced under Clause 9.10.3 in relation to a dispute. Additionally, the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong to support and assist any arbitration commenced under Clause 9.10.2, including if necessary the grant of ancillary, interim or interlocutory relief pending the outcome of such arbitration.

9.10.5 Each of the parties hereto irrevocably waives (and irrevocably agrees not to raise) any objection which it may now or hereafter have to the laying of the venue of any proceedings in any court and any claim of forum *non conveniens* and further irrevocably agrees that a judgment in any proceedings brought in any court of shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.

9.11 Jurisdiction and service of process

9.11.1 The parties hereto unconditionally and irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong in relation to any matters arising out of this Agreement. Subject to Clauses 9.10.2, 9.10.3 and 9.10.4, no other provision in this Agreement limits the right of each of the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters and/or the CMLs to bring:

- (i) proceedings in any other court; and
- (ii) concurrent proceedings in any number of jurisdictions,

in connection with this Agreement, to the extent allowed by law.

This Clause 9.11.1 is for the benefit of each of the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters and/or the CMLs only.

9.11.2 The Selling Shareholder irrevocably appoints FEC at 16F, Far East Consortium Building, 121 Des Voeux Road Central, Hong Kong, to receive, for it and on its behalf, service of process in the proceedings in Hong Kong. Such service shall be

deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the Company, the Warranting Shareholders and the Selling Shareholder).

If for any reason the process agent ceases to be able to act as such or no longer has an address in Hong Kong, each of the Company, the Warranting Shareholders and the Selling Shareholder, irrevocably agrees to appoint a substitute process agent acceptable to the Sole Overall Coordinator and the Sole Sponsor, and to deliver to the Sole Overall Coordinator and the Sole Sponsor a copy of the new process agent's acceptance of that appointment, within 30 days thereof.

9.12 Immunity

To the extent that any party hereto may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgement or otherwise) or other legal process or to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), such party hereby irrevocably agrees not to claim and irrevocably waives such immunity to the full extent permitted by applicable Laws.

9.13 Notices

9.13.1 Any notice or other communication given or made under or in connection with the matters contemplated by this Agreement shall be in writing and shall be in the English language or the Chinese language.

9.13.2 Any such notice or other communication shall be addressed as provided in Clause 9.13.3 and, if so addressed, shall be deemed to have been duly given or made as follows:

- (i) if sent by personal delivery or by courier, upon delivery at the address of the relevant party;
- (ii) if sent by post, on the third Business Day after the date of posting; or
- (iii) if sent by facsimile, on receipt of confirmation of transmission; or
- (iv) if sent by email, when despatched provided that no report of returned email or failure of delivery is received by the sender within 24 hours after the despatch of such email.

Any notice received or deemed to be received on a day which is not a Business Day or after the normal business hours shall be deemed to be received on the next Business Day.

9.13.3 The relevant addresses and facsimile numbers of each party hereto for the purposes of this Agreement, subject to Clause 9.13.4, are:

<u>Name of Party</u>	<u>Residential address/Principal place of business/registered office</u>	<u>Facsimile No./ Email</u>
Company	16/F Far East Consortium Building 121 Des Voeux Road Central Hong Kong Attn: Mr. Pavel MARŠÍK/Mr. Kwok Tai LAW	(852) 2815 0412 P.Marsik@palasin o.eu/kt.law@fecil.c om.hk
Sponsor		
Guotai Junan Capital Limited	27th Floor, Low Block Grand Millennium Plaza 181 Queen's Road Central Hong Kong Attn: Amy Chow	(852) 2509 4758 amy.chow@gtjas. com.hk/ cf.projectvenice@ gtjas.com.hk
The Sole Overall Coordinator		
Guotai Junan Securities (Hong Kong) Limited	27/F, Low Block, Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong Attn: Li Tan Jean	(852) 2509 7791 jean.li@gtjas.com. hk / ecm.venice@gtjas .com.hk
The Selling Shareholder		
Ample Bonus Limited	16/F Far East Consortium Building 121 Des Voeux Road Central Hong Kong Attn: Mr. Wai Hung Boswell CHEUNG	(852) 2815 0412 boswell.cheung@f ecil.com.hk

If to any of the Warranting Shareholders, at their respective addresses and facsimile numbers, and for the attention of the person set opposite its name on **Schedule 1**.

If to any of the Hong Kong Underwriters, at their respective addresses and facsimile numbers, and for the attention of the person set opposite its name on **Schedule 2**.

9.13.4 A party may notify the other parties to this Agreement of a change to its relevant address or facsimile number for the purposes of Clause 9.13.3, provided that such notification shall only be effective on:

- (i) the date specified in the notification as the date on which the change is to take place; or
- (ii) if no date is specified or the date specified is less than two Business Days after the date on which notice is given, the date falling two Business Days after notice of any such change has been given.

9.14 Survival of representations, warranties and obligations of the Warrantors

The respective indemnities, covenants, undertakings, representations, warranties and other statements of the Warrantors or any of them as set forth in this Agreement or made by or on behalf of any of them pursuant to this Agreement, shall remain in full force and effect notwithstanding completion of the Global Offering and regardless of any knowledge or any investigation or enquiry (or any statement as to the results thereof) made by or on behalf of any of the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters, the CMI's, any of their respective Affiliates or any of their respective representatives, directors, officers, agents, employees, advisers. Clauses 4, 7 and 9 shall survive completion of the Global Offering.

9.15 Judgment currency indemnity

- 9.15.1** If, for the purposes of obtaining judgment in any court by any of the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters and the CMI's (the "**Claiming Party**"), it is necessary to convert a sum due hereunder into any currency other than Hong Kong dollars, the Warrantors hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used for the purpose of such conversion shall be the rate at which, in accordance with normal banking procedures, the Claiming Party could purchase Hong Kong dollars with such other currency in Hong Kong on the Business Day preceding that on which final judgment is given.
- 9.15.2** The obligation of the Warrantors in respect of any sum due to a Claiming Party shall, notwithstanding any judgment in a currency other than Hong Kong dollars, not be discharged until the first Business Day following the day of receipt by the Claiming Party of any sum adjudged to be so due in such other currency, on which (and only to the extent that) the Claiming Party may, in accordance with normal banking procedures, purchase Hong Kong dollars with such other currency.
- 9.15.3** If the amount of Hong Kong dollars purchased pursuant to this Clause 9.15 is less than the sum originally due to the Claiming Party, the Warrantors agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Claiming Party against such loss.
- 9.15.4** If the amount of Hong Kong dollars purchased pursuant to this Clause 9.15 exceeds the sum originally due to the Claiming Party, the Claiming Party shall, as a separate obligation and notwithstanding any such judgment, repay to the Warrantors an amount equal to the excess of the Hong Kong dollars so purchased over the sum originally due hereunder to the Claiming Party.

9.16 Third party rights

No one, other than the parties to this Agreement, their respective heirs, successors and permitted assignees, shall have any right to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) or otherwise, save that the Indemnified Persons who are not parties to this Agreement shall be entitled to rely upon and enforce Clause 7. However, this Agreement may be rescinded or varied at any time without the consent of such parties.

IN WITNESS WHEREOF this Agreement has been entered into the day and year first before written.

[The signature pages appear after the Schedules]

SCHEDULE 1

The Warranting Shareholders

	<u>Name</u>	<u>Address</u>	<u>Fascimile No./ Email</u>
1.	Far East Consortium International Limited	16/F Far East Consortium Building 121 Des Voeux Road Central Hong Kong Attn: Mr. Wai Hung Boswell CHEUNG	(852) 2815 0412 boswell.cheung@fecil.com.hk
2.	Ample Bonus Limited	16/F Far East Consortium Building 121 Des Voeux Road Central Hong Kong Attn: Mr. Wai Hung Boswell CHEUNG	(852) 2815 0412 boswell.cheung@fecil.com.hk

SCHEDULE 2
The Hong Kong Underwriters

<u>Name and address</u>	<u>Hong Kong Public Offering Underwriting Commitment (maximum number of Hong Kong Offer Shares)</u>	<u>Percentage</u>
<p>Guotai Junan Securities (Hong Kong) Limited 27/F, Low Block Grand Millennium Plaza 181 Queen's Road Central Hong Kong Fax: (852) 2509 7791 Email: jean.li@gtjas.com.hk / ecm.venice@gtjas.com.hk</p>	See note below	See note below
<p>CMB International Capital Limited 45/F, Champion Tower, 3 Garden Road, Central, Hong Kong Fax: (852) 3761 8753 Email: ProjectVenice2023@cmbi.com.hk</p>	See note below	See note below
<p>Zhongtai International Securities Limited 19 Floor, Li Po Chun Chambers, 189 Des Voeux Road Central, Hong Kong Fax: (852) 3979 2800 Email: ecm@ztsc.com.hk</p>	See note below	See note below
<p>UOB Kay Hian (Hong Kong) Limited 6/F, Harcourt House, 39 Gloucester Road, Hong Kong Fax: (852) 2350 2811 Email: project.venice@uobkayhian.com.hk</p>	See note below	See note below
<p>CCB International Capital Limited 12/F CCB Tower, 3 Connaught Rd Central, Central, Hong Kong Fax: (852) 2523 1943 Email: PROJECT_PALACE@ccbintl.com</p>	See note below	See note below

<p>Livermore Holdings Limited Unit 1214A, 12/F, Tower II Cheung Sha Wan Plaza, 833 Cheung Sha Wan Road, Kowloon, Hong Kong Fax: (852) 2321 9997 Email: project@livermore.com.hk</p>	<p>See note below</p>	<p>See note below</p>
<p>Guosen Securities (HK) Capital Company Limited Suites 3207-3212 on Level 32, One Pacific Place, 88 Queensway Road, Hong Kong Fax: (852) 2899 7240 Email: ECM@guosen.com.hk</p>	<p>See note below</p>	<p>See note below</p>
<p>Long Bridge HK Limited Unit 3302, 33/F, West Tower, Shun Tak Centre, No. 168-200 Connaught Road Central, Hong Kong Fax: (852) 3851 1788 Email: ECM.OPS@longbridge.hk</p>	<p>See note below</p>	<p>See note below</p>

Note: The respective Hong Kong Public Offering Underwriting Commitment (maximum number of Hong Kong Offer Shares) of the Hong Kong Underwriters and the proportion by way of percentage will be agreed and set out in the International Underwriting Agreement.

SCHEDULE 3
The Conditions Precedent Documents

Part A

I. RESOLUTIONS AND CONSTITUTIONAL DOCUMENTS

1. Three certified copies of the resolution(s) of the Directors or a committee of the Board of Directors:
 - 1.1 approving, authorising or confirming the execution of this Agreement, the International Underwriting Agreement and each of the Operative Documents to which the Company is a party together with all other agreements and documents necessary for the Global Offering;
 - 1.2 approving the Global Offering and the issue of Offer Shares pursuant thereto;
 - 1.3 approving and authorising the issue and the registration with the Registrar of Companies in Hong Kong of the Prospectus; and
 - 1.4 approving and authorising the issue of the International Offering Documents on behalf of the Company or ratifying the same.
2. Three certified copies of the resolutions of the shareholders of the Company referred to in paragraphs under “Statutory and General Information – A. Further Information About Our Company and Our Group - 4. Written resolutions of our Shareholders passed on 4 March 2024” in Appendix VI to the Prospectus.
3. Three certified copies of the board or executive committee resolutions of each of the Warrantors (other than the Company) which is a corporate body approving and authorising, inter alia, the Global Offering and execution of documents in relation thereto.
4. Three certified copies of each of the certificate(s) of change of name (if any) and certificate(s) on registration as a non-Hong Kong company (pursuant to Part 16 of the Companies Ordinance) of the Company.
5. Three certified copies of the current business registration certificate of the Company.
6. Three certified copies of the Articles of Association.
7. Three certified copies of (i) the resolutions of the directors of the Selling Shareholder, inter alia, approving and authorising or confirming the execution of this Agreement, the International Underwriting Agreement and each of the Operative Documents (to which it is a party) together with all other agreements and documents necessary for the Global Offering and the sale of the Sale Shares pursuant to the Global Offering and, if applicable (ii) the powers of attorney of any authorised signatories of the Selling Shareholder.

II. HONG KONG PUBLIC OFFERING DOCUMENTS

1. Three printed copies of the Prospectus duly signed by all the Directors or their respective duly authorised attorneys and, if signed by their respective duly authorised attorneys, three certified true copies of the relevant powers of attorney.

2. Three originals or certified copies of each of the letters dated the Prospectus Date referred to in the paragraphs under “Statutory and General Information – E. Other Information - 9. Qualification of experts” in Appendix VI to the Prospectus containing consents from certain parties to the issue of the Prospectus with the inclusion of references to their respective names and where relevant, their reports and letters in the form and context in which they are included.
3. Three certified copies of the translation certificate issued by the translator(s) in respect of the Prospectus and the certificate issued by iOne Financial Press Limited as to the competency of such translator.
4. Three certified copies of the letter from the Stock Exchange to the Companies Registry in Hong Kong authorising the registration of the Prospectus.
5. Three certified copies of the written confirmation in respect of the publication of the Prospectus on the Stock Exchange’s website.
6. Three certified copies of the letter issued by the Registrar of Companies confirming registration of the Prospectus as required by section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance.
7. Three copies of the written notification issued by HKSCC stating that the Shares will be Eligible Securities (as defined in the Listing Rules).

III. DIRECTORS’ RELATED DOCUMENTS, MATERIAL CONTRACTS AND OTHER AGREEMENTS

1. Three certified copies of each of the responsibility letters, powers of attorney (except as already provided in II.1 above) and statements of interests signed by each of the Directors confirming, inter alia, his or her responsibility for the contents of the Prospectus in the terms of the responsibility statement contained in the Prospectus and his or her interests relating to the Company disclosed in the Prospectus.
2. Three certified copies of each of the letters of appointment entered into between the Company and the Directors.
3. Three certified copies of the Deed of Indemnity (except already provided in III.3 above).
4. Three certified copies of each of the Operative Documents (other than the Stock Borrowing Agreement and the Share Transfer Deed) and three copies of the Share Transfer Deed, duly signed by the parties thereto (except already provided in III.3 above).
5. Three certified copies of the compliance adviser agreement duly signed by the Company and the compliance adviser.

IV. ACCOUNTS AND FINANCIAL-RELATED DOCUMENTS

1. Three signed originals of the accountants’ report dated the Prospectus Date issued by the Reporting Accountants, the text of which is contained in Appendix I to the Prospectus.
2. Three signed originals of the comfort letter dated the Prospectus Date from the Reporting Accountants to the Directors with copies to the Sponsor and the Sole Overall Coordinator (for itself and on behalf of the other Hong Kong Underwriters) confirming the indebtedness

statement contained in the Prospectus, in form and substance satisfactory to the Sponsor and the Sole Overall Coordinator.

3. Three signed originals of the comfort letter dated the Prospectus Date from the Reporting Accountants to the Directors with copies to the Sponsor and the Sole Overall Coordinator (for itself and on behalf of the other Hong Kong Underwriters) commenting on the statement contained in the Prospectus as to the sufficiency of working capital, in form and substance satisfactory to the Sponsor and the Sole Overall Coordinator.
4. Three signed originals of the comfort letter dated the Prospectus Date prepared by the Reporting Accountants in accordance with Hong Kong Standard on Investment Circular Reporting Engagements 400 “Comfort Letters and Due Diligence Meetings” issued by the Hong Kong Institute of Certified Public Accountants and addressed to the Directors, the Sponsor and the Sole Overall Coordinator (for itself and on behalf of the other Hong Kong Underwriters), giving comfort on the financial statements and certain financial information contained in the Prospectus, in form and substance satisfactory to the Sponsor and the Sole Overall Coordinator.
5. Three signed originals of the letter dated the Prospectus Date from the Reporting Accountants to the Directors in connection with unaudited pro forma information related to adjusted net tangible assets, the text of which is contained in Appendix II to the Prospectus, in form and substance satisfactory to the Sponsor and the Sole Overall Coordinator.
6. Three certified copies by any Director or the company secretary of the Company of each of the profit forecast memorandum and the working capital forecast memorandum of the Company signed by a Director for and on behalf of the Company.
7. Three certified copies by any Director or the company secretary of the Company of the unaudited consolidated management accounts of the Group for the ten months ended 31 January 2024.

V. INTERNAL CONTROL REPORT AND INDUSTRY REPORT

1. Three signed originals or certified copies of the internal control report from the Internal Control Consultant addressed to the Directors.
2. Three signed originals or certified copies of the industry report dated the Prospectus Date issued by the Industry Consultant.

VI. PROPERTY VALUATION REPORT AND RELATED DOCUMENTS

1. Three signed originals or certified copies of the property valuation report together with the valuation certificate(s) dated the Prospectus Date from the Property Valuer to the Directors in connection with the valuation of the property interests of the Group as at 31 December 2023, the text of which is contained in Appendix III to the Prospectus.

VII. LETTER OF SUMMARY OF REVIEW OF ANTI-MONEY LAUNDERING PROCEDURES, SYSTEMS AND CONTROLS

1. Three signed originals or certified copies of the letter from Deloitte Touche Tohmatsu, the consultant regarding anti-money laundering of the Company, in respect of the review of anti-money laundering procedures, systems and controls of the Group, the text of which is contained in Appendix V to the Prospectus.

VIII. VERIFICATION, CONFIRMATION AND UNDERTAKINGS

1. Three signed originals of the signing pages of the Verification Notes duly signed by or on behalf of the Company, the Directors and the Controlling Shareholders.
2. Three certified copies of the undertaking from each of the Controlling Shareholders to the Stock Exchange pursuant to Rule 10.07 of the Listing Rules.
3. Three certified copies of the undertakings from the Company to the Stock Exchange pursuant to Rule 10.08 of the Listing Rules.
4. Three certified copies of the undertakings from the Directors regarding repurchase of Shares in accordance with Rule 10.06(1)(b)(vi) of the Listing Rules.
5. Three certified copies of the confirmation on the results of the litigation, bankruptcy and insolvency searches against each of the Company, the Warranting Shareholders, the Directors and the Subsidiaries, as applicable, conducted in February 2024 and in form and substance satisfactory to the Sponsor.

IX. LEGAL OPINIONS

Austrian legal opinion

1. Three signed originals or certified copies of the Austrian legal opinion(s) dated the Prospectus Date issued by Kraft Rechtsanwalts GmbH, the Austrian legal advisers to the Company, addressed to the Sponsor and the Sole Overall Coordinator (for itself and on behalf of the other Hong Kong Underwriters), in respect of due diligence on Trans World Hotels Austria GmbH (“**TWHA**”), inter alia, (i) the due incorporation and good standing of TWHA; (ii) the material approvals, permits and consents to the hotel business operation of TWHA; (iii) TWHA's regulatory filing; (iv) compliance of the articles of association of TWHA; (v) shareholding structure and directorship of TWHA; (vi) property interests of TWHA; (vii) intellectual property of TWHA; (viii) legality of TWHA's operation in Austria; (ix) the investigation/litigation/winding-up proceedings or arbitration of TWHA; (x) various contracts and operational matters of TWHA; and (xi) other affairs of TWHA, in agreed form.

German legal opinion

2. Three signed originals or certified copies of the German legal opinion(s) dated the Prospectus Date issued by avocado rechtsanwälte, the German legal advisers to the Company, addressed to the Sponsor and the Sole Overall Coordinator (for itself and on behalf of the other Hong Kong Underwriters), in respect of due diligence on Trans World Hotels Germany GmbH (“**TWHG**”), inter alia, (i) the due incorporation and good standing of TWHG; (ii) the material approvals, permits and consents to the hotel business operation of TWHG; (iii) TWHG's regulatory filing; (iv) compliance of the foundation deed and articles of association of TWHG; (v) shareholding structure and directorship of TWHG; (vi) property interests of TWHG; (vii) intellectual property of TWHG; (viii) legality of TWHG's operation in Germany; (ix) the investigation/litigation/winding-up proceedings or arbitration of TWHG; (x) various contracts and operational matters of TWHG; and (xi) other affairs of TWHG, in agreed form.

Czech legal opinions

3. Three signed originals or certified copies of the Czech legal opinion(s) dated the Prospectus Date issued by Becker a Poliakoff, s.r.o., advokátní kancelář, the Czech legal advisers to the

Company, addressed to the Sponsor and the Sole Overall Coordinator (for itself and on behalf of the other Hong Kong Underwriters), in respect of due diligence on Palaino Group a.s. (previously Trans World Hotels & Entertainment, a.s.) (“**PG**”), inter alia, (i) the due incorporation and good standing of PG; (ii) the material approvals, permits and consents to the hotel business operation of PG; (iii) PG’s regulatory filing; (iv) compliance of the articles of association of PG; (v) shareholding structure and directorship of PG; (vi) property interests of PG; (vii) intellectual property of PG; (viii) legality of PG’s operation in the Czech Republic; (ix) the investigation/litigation/winding-up proceedings or arbitration of PG; (x) various contracts and operational matters of PG; and (xi) other affairs of PG, in agreed form.

Maltese legal opinion

4. Three signed originals or certified copies of the Maltese legal opinion(s) dated the Prospectus Date issued by WH Partners, the Maltese legal advisers to the Company, addressed to the Sponsor and the Sole Overall Coordinator (for itself and on behalf of the other Hong Kong Underwriters), in respect of due diligence on Palasino Malta Limited (“**PML**”), inter alia, (i) the due incorporation and good standing of PML; (ii) PML’s regulatory filing; (iii) compliance of the memorandum and articles of association of PML; (iv) shareholding structure and directorship of PML; (v) property interests of PML; (vi) intellectual property of PML; (vii) legality of PML’s operation in Malta; (viii) the investigation/litigation/winding-up proceedings or arbitration of PML; (ix) various contracts and operational matters of PML; and (x) other affairs of PML, in agreed form.

Hong Kong Legal opinion

5. Three signed originals or certified copies of the Hong Kong legal opinion(s) dated the Prospectus Date issued by Mr. Stephen Siu, the Hong Kong legal advisers to the Company, addressed to the Sponsor and the Sole Overall Coordinator (for itself and on behalf of the other Hong Kong Underwriters), in respect of the Company’s operation of the online gaming activities.
6. Three signed originals of the Hong Kong legal opinion dated the Prospectus Date issued by Reed Smith Richards Butler LLP, the Hong Kong legal advisers to the Company, addressed to the Company, the Sponsor and the Sole Overall Coordinator (for itself and on behalf of the other Hong Kong Underwriters) in respect of, inter alia, registration of the Company as a non-Hong Kong company under Part 16 of the Companies Ordinance, in agreed form.
7. Three signed originals of the Hong Kong legal opinion dated the Prospectus issued by Reed Smith Richards Butler LLP, the Hong Kong legal advisers to the Company, addressed to the Company, the Sponsor and the Sole Overall Coordinator (for itself and on behalf of the other Hong Kong Underwriters) in respect of, inter alia, certain issues relating to Gambling Ordinance (Chapter 148 of the Laws of Hong Kong), in agreed form.
8. Three signed originals or certified copies of the Hong Kong legal opinion(s) dated 28 February 2024 issued by Woo Kwan Lee & Lo, the Hong Kong legal advisers to the Company, addressed to the Sponsor and the Sole Overall Coordinator (for itself and on behalf of the other Hong Kong Underwriters), in respect of the Company’s trade mark(s).

Cayman Islands and BVI legal opinions

9. Three signed originals or certified copies of the Cayman Islands legal opinion dated the Prospectus Date from Conyers Dill & Pearman, the Cayman Islands legal advisers to the

Company, addressed to the Sponsor and the Sole Overall Coordinator (for itself and on behalf of the other Hong Kong Underwriters) in respect of, amongst others, (i) the due incorporation and share capital of the Company; (ii) the execution of documents in connection with the Global Offering to which it is a party, (iii) tax payable in the Cayman Islands (if any) in connection with the Global Offering and the transaction contemplated thereunder; and (iv) other matters relating to the Cayman Islands Laws, in agreed form.

10. Three signed originals or certified copies of the Cayman Islands legal opinion dated the Prospectus Date issued by Conyers Dill & Pearman, the Cayman Islands legal advisers to the Company, addressed to the Sponsor and the Sole Overall Coordinator (for itself and on behalf of the other Hong Kong Underwriters) in respect of, amongst others, (i) Cayman Islands Laws referred to in Appendix IV to the Prospectus; (ii) Cayman Islands estate duty; and (iii) the ability of the Company to purchase its own shares, in agreed form.
11. Three signed originals or certified copies of the Cayman Islands legal opinion dated 28 February 2024 issued by Conyers Dill & Pearman, the Cayman Islands legal advisers to the Company, in respect of the Chinese name of the Company.
12. Three signed originals or certified copies of the Cayman Islands legal opinion dated the Prospectus Date issued by Conyers Dill & Pearman, the Cayman Islands legal advisers to FEC, addressed to the Sponsor and the Sole Overall Coordinator (for itself and on behalf of the other Hong Kong Underwriters) in respect of, amongst others, (i) the due incorporation and the good standing of FEC; and (ii) the due execution of this Agreement and other related documents by FEC, in agreed form.
13. Three signed originals or certified copies of the Cayman Islands legal opinion dated the Prospectus Date from Conyers Dill & Pearman, the Cayman Islands legal advisers to the Company, addressed to the Sponsor and the Sole Overall Coordinator (for itself and on behalf of the other Hong Kong Underwriters) in respect of, amongst others, the due incorporation and good standing of Palasino (Cayman) Limited in agreed form.
14. Three signed originals or certified copies of the BVI legal opinion dated the Prospectus Date issued by Conyers Dill & Pearman, the BVI legal advisers to Ample Bonus, addressed to the Sponsor and the Sole Overall Coordinator (for itself and on behalf of the other Hong Kong Underwriters) in respect of, amongst others, (i) the due incorporation and the good standing of Ample Bonus; and (ii) the due execution of this Agreement and other related documents by Ample Bonus, in agreed form.

Polish legal opinion

15. Three signed originals or certified copies of the Polish legal opinion dated the Prospectus Date issued by Justyna Zyga ECO Legal Kancelaria Radcy Prawnego, the Polish legal advisers to the Company, addressed to the Sponsor and the Sole Overall Coordinator (for itself and on behalf of the other Hong Kong Underwriters) in respect of, amongst others, certain matters relating to the gaming business in Poland, in agreed form.

Part B

I. RESOLUTIONS

1. Three certified copies of the resolution(s) of the Directors or a committee of the Board of Directors approving, inter alia, the basis of allotment and the allotment of the Shares to allottees of the Offer Shares.

II. ACCOUNTS AND FINANCIAL-RELATED DOCUMENTS

1. Three signed originals of the bring down comfort letter dated the Listing Date from the Reporting Accountants to the Directors, the Sponsor and the Sole Overall Coordinator (for itself and on behalf of the other Underwriters) giving comfort on the financial statements and certain financial information contained in the Prospectus, in form and substance satisfactory to the Sponsor and the Sole Overall Coordinator.

III. CONFIRMATION

1. Three signed original certificates signed by all Directors dated the Listing Date addressed to the Sponsor and the Sole Overall Coordinator (for itself and on behalf of the other Underwriters) confirming that (a) the representations, warranties and undertakings of the Company contained in this Agreement are true and accurate and not misleading or deceptive as of the Listing Date; (b) none of the events as set out in Clause 8.1 has occurred prior to 8:00 a.m. on the Listing Date; (c) as at the Listing Date, there has been no Material Adverse Effect since the date of this Agreement; and (d) the Company has complied with all of the obligations and satisfied all of the conditions on its part to be performed or satisfied hereunder on or before the Listing Date, in form and substance satisfactory to the Sponsor and the Sole Overall Coordinator.
2. Three signed original certificates signed by the Chief Financial Officer of the Company dated the Listing Date and addressed to the Sponsor and the Sole Overall Coordinator (for itself and on behalf of the other Underwriters) with respect to certain financial and operating data and other identified information contained in the Prospectus, in form and substance satisfactory to the Sponsor and the Sole Overall Coordinator.
3. Three signed original certificates signed by a director of the corporate Warrantors (other than the Company) dated the Listing Date and addressed to the Sponsor and the Sole Overall Coordinator (for itself and on behalf of the other Underwriters) to the effect that (a) the representations, warranties and undertakings of such Warrantor contained in this Agreement are true and accurate and not misleading or deceptive as of the Listing Date; and (b) such Warrantor has complied with all of the obligations and satisfied all of the conditions of its part to be performed or satisfied hereunder on or before the Listing Date, in form and substance satisfactory to the Sponsor and the Sole Overall Coordinator.

IV. LEGAL OPINIONS

Austrian legal opinion

1. Three signed originals or certified copies of the confirmation dated the Listing Date issued by Kraft Rechtsanwalts GmbH, the Austrian legal advisers to the Company, addressed to the Sponsor and the Sole Overall Coordinator (for itself and on behalf of the other Underwriters), confirming the contents of the Austrian legal opinion(s) referred to in Part A – IX 1 as of the Listing Date, in agreed form.

German legal opinion

2. Three signed originals or certified copies of the confirmation dated the Listing Date issued by avocado rechtsanwälte, the German legal advisers to the Company, addressed to the Sponsor and the Sole Overall Coordinator (for itself and on behalf of the other Underwriters), confirming the contents of the German legal opinion(s) referred to in Part A – IX 2 as of the Listing Date, in agreed form.

Czech legal opinions

3. Three signed originals or certified copies of the confirmation dated the Listing Date issued by Becker a Poliakoff, s.r.o., advokátní kancelář, the Czech legal advisers to the Company, addressed to the Sponsor and the Sole Overall Coordinator (for itself and on behalf of the other Underwriters), confirming the contents of the Czech legal opinion(s) referred to in Part A – IX 3 as of the Listing Date, in agreed form.

Maltese legal opinion

4. Three signed originals or certified copies of the confirmation dated the Listing Date issued by WH Partners, the Maltese legal advisers to the Company, addressed to the Sponsor and the Sole Overall Coordinator (for itself and on behalf of the other Underwriters), confirming the contents of the Maltese legal opinion(s) referred to in Part A – IX 4 as of the Listing Date, in agreed form.

Hong Kong legal opinion

5. Three signed originals or certified copies of the confirmation dated the Listing Date issued by Mr. Stephen Siu, the Hong Kong legal advisers to the Company, addressed to the Sponsor and the Sole Overall Coordinator (for itself and on behalf of the other Underwriters), confirming the contents of the Hong Kong legal opinion(s) referred to in Part A – IX 5 as of the Listing Date, in agreed form.
6. Three signed originals or certified copies of the closing opinion dated the Listing Date issued by Reed Smith Richards Butler LLP, the Hong Kong legal advisers to the Company, addressed to the Company, the Sponsor and the Sole Overall Coordinator (for itself and on behalf of the other Underwriters), in respect of the Hong Kong legal opinion(s) referred to in Part A – IX 7 as of the Listing Date, in agreed form.

Cayman Islands and BVI legal opinions

7. Three signed originals or certified copies of the closing opinion dated the Listing Date issued by Conyers Dill & Pearman addressed to the Sponsor and the Sole Overall Coordinator (for itself and on behalf of the other Underwriters), in respect of each of the legal opinion(s) referred to in Part A – IX 9 to 14 as of the Listing Date, in agreed form.

Polish legal opinion

8. Three signed originals or certified copies of the confirmation dated the Listing Date issued by Justyna Zyga ECO Legal Kancelaria Radcy Prawnego, the Polish legal advisers to the Company, addressed to the Sponsor and the Sole Overall Coordinator (for itself and on behalf of the other Underwriters), confirming the contents of the legal opinion referred to in Part A – IX 15 as of the Listing Date, in agreed form.

V. OTHERS

1. Three copies of each of the Form FF004 (as required under the Listing Rules) of each of the Directors, respectively.
2. Three copies of the Form FFD004M submitted to the Stock Exchange.
3. Three copies of the grant by the Listing Committee of the listing of, and permission to deal in, Shares on the Main Board of the Stock Exchange.

SCHEDULE 4

The Warranties

1. CAPACITY AND AUTHORITY

- 1.1 Each of the Warrantors has the requisite power and authority to enter into and perform its obligations under the International Underwriting Agreement and this Agreement and each of the Operative Documents to which it is or will be a party.
- 1.2 The International Underwriting Agreement and this Agreement and each of the Operative Documents to which the Warrantors or any of them is or should be a party and any other document required to be executed by the Warrantors or any of them pursuant to the provisions of the International Underwriting Agreement and/or this Agreement or any of the Operative Documents constitute or will, when executed and delivered, constitute valid and binding obligations of the Warrantors enforceable in accordance with their respective terms.
- 1.3 The execution and delivery of, and the performance by each of the Warrantors of its obligations under the International Underwriting Agreement and this Agreement or any of the Operative Documents to which it is or shall be a party do not and will not, and each such document does not and will not:
 - 1.3.1 result in a breach of any provision of the articles of association (or equivalent constitutive documents) of any of the Warrantors which are corporations;
 - 1.3.2 result in a breach of, or constitute a default under, any indenture, mortgage, charge, trust, lease, agreement, instrument or obligation to which any of the Warrantors is a party or by which any of the Warrantors or any of their respective assets is bound;
 - 1.3.3 result in a breach of any Laws to which any of the Warrantors is subject or by which any of the Warrantors or any of their respective assets is bound;
 - 1.3.4 require any Approvals from any Governmental Authority or regulatory body or the sanction or consent of its shareholders which has not been obtained as of the date hereof; or
 - 1.3.5 result in the creation or imposition of any Encumbrance or other restriction upon any assets of any Group Company or the Warrantors,
- 1.4 Each of the Group Company and the Warranting Shareholders that are corporations has been duly established and is validly existing under the Laws of the jurisdiction(s) in which it is established and is capable of suing and being sued. This Agreement, the International Underwriting Agreement and any other agreements contemplated in this Agreement or the International Underwriting Agreement to be entered into by any of the Warrantors have been or will be duly authorised, executed and delivered by the relevant Warrantor, and constitute, or will, when executed and delivered, constitute legal, valid and binding obligations of the relevant Warrantor enforceable against that relevant Warrantor in accordance with their respective terms.
- 1.5 Each Group Company has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted as described in the Prospectus and is duly qualified to transact business in each jurisdiction in which the conduct of its business or its ownership, use or leasing of property requires such

qualification and to enter into and perform its obligations under this Agreement, the International Underwriting Agreement and any other agreements contemplated under any of these agreements.

- 1.6 None of the Group Companies is in violation of any of its respective constitutive documents.
- 1.7 No action nor any step has been taken or legal, legislative or administrative proceedings have been started or, to the knowledge of the Warrantors, threatened (i) to wind up, liquidate, dissolve, make dormant, or eliminate or declare insolvent the Company or (as the case may be) the Warranting Shareholders that are corporations or any of the Subsidiaries; (ii) to withdraw, revoke or cancel any Approval to conduct business of any Group Company; or (iii) to forestall the completion of the Global Offering; and no winding up or liquidation proceedings have been commenced against any Group Company, and no proceedings have been commenced for the purpose of, and no judgment has been rendered, declaring any Group Company bankrupt or in an insolvency proceeding; and, to the knowledge of the Company, no winding up or liquidation proceedings have been threatened against any Group Company.
- 1.8 None of the Directors has revoked or withdrawn the respective authority and confirmations given by him in his responsibility letter, statement of interests, the power of attorney, director's certificate, declaration and undertaking with regard to directors (Form B) and confirmation letter addressed to the Company and the Sponsor and such authority and confirmations remain in full force and effect.
- 1.9 The Articles of Association and other constitutional documents comply with the requirements of the Listing Rules and other applicable Laws, including the Companies Ordinance and Cayman Companies Act, and will be in full force and effect upon Listing.
- 1.10 The obligations of the Company under each of this Agreement, the Receiving Bank Agreement, the Hong Kong Share Registrar Agreement and each of the subsisting material contracts entered into within two years of the Prospectus Date (other than contracts entered into in the ordinary course of business) by any Group Company to which it is a party is not and will not be subject to any conditions precedent other than as specified in the relevant agreement.
- 1.11 Each of the Group Companies has obtained all necessary Approvals of and from, and has made all declarations and filings with all national, provincial, municipal, local foreign and other bodies, agencies and Governmental Authorities, all self-regulatory organisations, and all courts and other tribunals for it to own, lease, license and use its properties and assets and to conduct its business in all material respects (including, without limitation, as to its entering into, delivering and performing the contracts referred to in paragraph 1.1 above) in the manner described in the Prospectus and such Approvals contain no burdensome restrictions not described in the Prospectus. The Warrantors have no reason to believe that any body, agency or Governmental Authority is considering, nor has the Group taken any action for the purpose of modifying, suspending or revoking any such Approval, and each of the Group Companies is in compliance with the provisions of all such Approvals. Each of the Group Companies is conducting its business in accordance with, and is not in violation of, any Laws to which the Group is subject or by which it or any of its property is bound.

2. THE REORGANISATION AND PRE-IPO INVESTMENT

- 2.1 The disclosure of the Reorganisation and Pre-IPO Investment set forth in “History, Reorganisation and Corporate Structure – Reorganisation” and “History, Reorganisation and Corporate Structure – The Pre-IPO Investment”, respectively, in the Prospectus is true and accurate in all respects. Each step of the Reorganisation and the Pre-IPO Investment was effected in compliance with all applicable Laws of all appropriate jurisdictions and with the memoranda and articles of association (or equivalent constitutive documents) of the relevant Group Company.
- 2.2 Neither the Reorganisation and the Pre-IPO Investment, nor their implementation nor any of the documents signed or executed in connection therewith:
- 2.2.1 resulted or will result in a breach of any applicable Laws or of the terms or provisions of, or in the case of the Company, its Articles of Association (or its articles of association at the time) or, in the case of any Subsidiary, its constitutive documents and/or business licences, or in the case of any Warranting Shareholder that is corporation, its constitutive documents; or
 - 2.2.2 resulted or will result in a breach of, or constituted or will constitute a default under, any indenture, mortgage, charge, trust, lease, agreement, instrument or obligation to which the Company, any Subsidiary or any Warranting Shareholder was or is a party or by which the Company, any Subsidiary or any Warranting Shareholder or any of their respective assets was or is bound; or
 - 2.2.3 resulted or will result in a breach of any Laws or Approvals to which the Company, any Subsidiary or any Warranting Shareholder was or is subject or by which the Company, any Subsidiary or any Warranting Shareholder or any of their respective assets was or is bound; or
 - 2.2.4 resulted or will result in the creation or imposition of any Encumbrance or other restriction upon any assets of any Group Company; or
 - 2.2.5 has rendered or will render the Company, any Subsidiary or any Warranting Shareholder liable to any additional tax, duty, charge, impost or levy of any amount which has not been provided for in the accounts based upon which the accountant’s report was prepared by the Reporting Accountants and set out in Appendix I to the Prospectus,
- 2.3 All Approvals required in connection with the Reorganisation and the Pre-IPO Investment have been obtained in writing and have been duly and validly issued or granted and are in full force and effect and no Approval is subject to any condition precedent which has not been fulfilled or performed.
- 2.4 Each of the parties to the restructuring documents in relation to the Reorganisation has full power (corporate and other) to execute, deliver and perform such documents and has duly authorised, executed and delivered such documents. Each of such documents constitutes a legal, valid and binding agreement, enforceable against each of the parties thereto in accordance with its terms.
- 2.5 The Reorganisation and the Pre-IPO Investment have been properly and legally implemented and completed. Except as disclosed in the Prospectus, there are no other material documents or agreements that have been entered into by the Company, any Subsidiary or any Warranting Shareholder in connection with the Reorganisation or the Pre-IPO Investment, and there are no legal or administrative or other proceedings pending

anywhere challenging the effectiveness or validity of the Reorganisation or the Pre-IPO Investment, or any of the restructuring documents in relation to the Reorganisation or documents in relation to the Pre-IPO Investment and, to the knowledge of the Company, no such proceedings are threatened or contemplated by any Governmental Authority or by any other person.

- 2.6 All tax, duty (including stamp duty), charge, impost or levy (whether by way of actual assessment, loss of allowance, deduction or credit available for relief or otherwise) payable to effect, or otherwise in connection with, the Reorganisation and the Pre-IPO Investment have been paid or will be paid on the relevant due dates.
- 2.7 The property and other assets involved in the Reorganisation together with the property and other assets owned or occupied by the Group are inclusive of all the assets necessary for the carrying on of the business of the Group in the manner it is presently conducted and as described in the Prospectus and the liabilities assumed by the Group pursuant to the Reorganisation represent the only liabilities of the Group.
- 2.8 No person has or may have any right to claim that any matter done or document executed pursuant to the Reorganisation was not valid or binding on any person or contrary to or an infringement of the rights of any person.

3. THE GLOBAL OFFERING

- 3.1 The details of the registered and issued share capital of the Company and the Subsidiaries set out in the Prospectus are and will be as of their respective dates true, complete and accurate in all respects.
- 3.2 Immediately prior to the Global Offering, all of the issued share capital of the Company (i) has been duly authorised; (ii) is validly issued and fully paid; (iii) was not issued in violation of any pre-emptive right, resale right, right of first refusal or similar rights; (iv) is beneficially owned by the Shareholders as described in the Prospectus; and (v) have been issued in compliance with all applicable Laws, free and clear of any lien, charge, restriction upon voting or transfer or any other encumbrance or third party rights of any kind.
- 3.3 There are no outstanding securities convertible into or exchangeable for, or warrants, rights or options to purchase from the Company, or subscribe for, or obligations of the Company to issue or sell, or pre-emptive or other rights to subscribe or acquire, shares or securities in any Group Company.
- 3.4 The Offer Shares conform to the description thereof contained in the Prospectus, and such description in the Prospectus is as of the date thereof, true, accurate and correct in all respects.
- 3.5 The Offer Shares will, when allotted and issued or when transferred or sold (as the case may be), be properly allotted and issued or properly transferred and sold (as the case may be), in each case in accordance with the terms and conditions of the Global Offering as set out in the Hong Kong Public Offering Documents and the Articles of Association and will conform to all statements relating thereto in the Hong Kong Public Offering Documents.
- 3.6 All of the Offer Shares will, when allotted and issued or when transferred or sold (as the case may be):
 - 3.6.1 be duly and validly authorised and issued and will be fully paid up;

- 3.6.2 have attached to them the rights and benefits specified in the Articles of Association and as described in the Prospectus and in particular, will rank *pari passu* in all respects with the issued and outstanding Shares (save as otherwise described in the Articles of Association as at the date of this Agreement or pursuant to any applicable requirements under the applicable Laws);
 - 3.6.3 not be subject to any pre-emptive or other similar rights in relation to the transfer thereof;
 - 3.6.4 be free from any Encumbrances whatsoever; and
 - 3.6.5 be evidenced by share certificates which will be in a form which complies with all applicable Laws and requirements of the Stock Exchange and which certificates will constitute good evidence of title in respect of the Offer Shares.
- 3.7 The Company has obtained an approval in principle for the listing of, and permission to deal in, the Shares to be issued, as described in the Prospectus, on the Stock Exchange.
- 3.8 The performance by each of the Warrantors of its respective obligations under the Global Offering including the issue of the Offer Shares, the issue, publication, distribution or making available of the Hong Kong Public Offering Documents and the Preferential Offering Documents, and the listing of the Shares on the Stock Exchange have been duly authorised and do not and will not:
- 3.8.1 result in a violation or breach of any provision of the Articles of Association or the constitutive documents of any of the Warrantors which are corporations; or
 - 3.8.2 result in a breach of, or constitute a default under, any indenture, mortgage, charge, trust, lease, agreement or other instrument to which any of the Warrantors is a party or by which any of the Warrantors or any of their respective assets is bound; or
 - 3.8.3 result in a breach of any Laws applicable to any of the Warrantors or any of their respective assets; or
 - 3.8.4 subject to the obtaining of the listing approval of the Listing Committee of the Stock Exchange in accordance with Clause 2.1.1(ii), require any Approval from any Governmental Authority or, in the case of the Company or each of the other Warrantors that is a corporation, the sanction or consent of its shareholders; or
 - 3.8.5 result in the creation or imposition of any Encumbrance or other restriction upon any assets of any of the Warrantors.
- 3.9 All Approvals required for the performance by the Company of its obligations under the Global Offering including the issue of the Offer Shares for subscription, and the publication, distribution or making available of each of the Hong Kong Public Offering Documents have been or will (prior to the Prospectus Date or, in the case of the approval from the Stock Exchange for the listing of and permission to deal in the Shares to be issued as described in the Prospectus, prior to the Listing Date) be irrevocably and unconditionally obtained and are or will, when obtained, be in full force and effect.
- 3.10 No holder of any of the Offer Shares is or will be subject to any liability in respect of any liability of the Company by virtue only of his holding of any such Hong Kong Offer Shares and Reserved Shares, except to the extent disclosed in the Prospectus (if any), there are

no limitations under the Laws of Hong Kong or the Cayman Islands on the rights of holders of the Hong Kong Offer Shares and the Reserved Shares to hold, vote or transfer their Shares.

- 3.11 All dividends and other distributions declared and payable on the Shares may under the current Laws of Hong Kong or the Cayman Islands be paid to the holders of Shares in Hong Kong dollars, and may be converted into foreign currency that may be freely transferred out of Hong Kong and all such dividends and other distributions will not be subject to withholding or other taxes under the Laws and regulations of Hong Kong or the Cayman Islands and are otherwise free and clear of any other tax, withholding or deduction in Hong Kong and the Cayman Islands and may be so paid without the necessity of obtaining any Approval from any Governmental Authority.
- 3.12 Save for the appointment of the Stabilising Manager of the Global Offering as disclosed in the Prospectus, none of the Company and other members of the Group and their respective directors, officers, employees, agents, affiliates or controlling person, or any person acting on behalf of any of them (other than the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters and the CMI and their respective affiliates or any person acting on their behalf, as to whom no representation is made) has taken or will take or caused or authorised or will cause or authorise any other person to take, directly or indirectly, any stabilising action or any action designed to or which constitutes or which cause or to result in, or that has constituted or which might reasonably be expected to cause or result in, the stabilisation or manipulation, in violation of applicable Laws, of the price of any security of the Company, provided that the granting of the Over-allotment Option and the lending of Shares by Ample Bonus under the Stock Borrowing Agreement shall not constitute a breach of this paragraph.
- 3.13 Save for the appointment of the Stabilising Manager of the Global Offering as disclosed in the Prospectus, none of the Company and other members of the Group and their respective directors, officers, employees, agents, affiliates or controlling person, or any person acting on behalf of any of them (other than the Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters and the CMI and their respective affiliates or any person acting on their behalf, as to whom no representation is made), has, at any time prior to the date of this Agreement, done or engaged in, or will, until the Sole Overall Coordinator has notified the Company of the completion of the distribution of the International Offer Shares, do or engage in, directly or indirectly, any act or course of conduct (A) which creates a false or misleading impression as to the market in or the value of the Shares and any associate securities, (B) the purpose of which is to create actual, or apparent, active trading in or to raise the price of the Shares; or (C) which constitutes non-compliance with the rules, regulations and requirements of the Stock Exchange, the SFC or any other Governmental Authority including those in relation to bookbuilding and placing activities.
- 3.14 The application of the net proceeds from the Global Offering, as set forth in and contemplated by the Prospectus, will not (i) contravene any provision of applicable Laws or the constitutive documents of the Company or any Group Company; or (ii) contravene the terms or provisions of, or constitute a default under, any indenture, mortgage, charge, deed of trust, loan agreement, note, lease or other agreement or instrument binding upon the Company or any Group Company that, individually or in the aggregate, is material to the Group; or (iii) contravene any judgment, order or decree of any Governmental Authority having jurisdiction over the Company or any Group Company.

- 3.15 Except as disclosed in the Prospectus, all taxes, duties, levies, fees or other charges or expenses which may be payable in Hong Kong or the Cayman Islands in connection with the creation, allotment and issue of the Offer Shares, the sale, transfer or other disposal of any of the Offer Shares, the Global Offering or the execution and delivery of, or the performance of the provisions under, this Agreement and the International Underwriting Agreement, have been paid.
- 3.16 There are no contracts, agreements or understandings between the Company or any person that would give rise to a valid claim against any Underwriters for a brokerage commission, finder's fee or other like payment in connection with the Global Offering.
- 3.17 Neither the Company, any of the members of the Group, the Controlling Shareholder, nor any of their respective directors has, directly or indirectly, provided or offered (nor will, directly or indirectly, provide or offer) any rebates or preferential treatment to any investor in connection with the Global Offering or the consummation of the transactions contemplated hereunder or under the Offer Documents. No member of the Group nor any director, officer, agent, employee or affiliate of any member of the Group is aware of any arrangement which would result in an investor paying directly or indirectly, for the Offer Shares allocated, less than the total consideration as disclosed in the Offer Documents.

4. FINANCIAL INFORMATION

- 4.1 The audited consolidated financial statements, together with the related schedules and notes, included in the Prospectus:
- 4.1.1 give a true and fair view of the financial position of the Company and its consolidated Subsidiaries at the dates indicated and the statements of income, results, changes in equity and cash flows of the Company and its consolidated subsidiaries for the periods specified;
 - 4.1.2 have been prepared in conformity with Hong Kong Financial Reporting Standards (“**HKFRSs**”) promulgated by the Hong Kong Institute of Certified Public Accountants applied on a consistent basis throughout the relevant periods;
 - 4.1.3 present fairly in accordance with HKFRSs the information required to be stated therein;
 - 4.1.4 make such provision for all consideration payable to any pension, retirement, redundancy or other employment benefit scheme subscribed by and which any member of the Group is required by applicable laws or policy to contribute as stated in the Accounts; and
 - 4.1.5 make depreciation of fixed assets at rates stated in the Accounts.
- 4.2 The financial information included in the Prospectus is derived from, amongst others, records of the Group. No material information was withheld from the Reporting Accountants for the purposes of their preparation of their agreed-upon procedure review report (if any) in relation to the Group and their review of the Group's information, and all information given to Reporting Accountants for such purposes was given in good faith and to the best of knowledge, information and belief of the Company after due and proper consideration, the factual contents of such reports are true and accurate in all respects and no material fact or matter has been omitted.

- 4.3 Save as disclosed in the Prospectus, there has been no Material Adverse Effect, and the Company is not aware of any material change in the general conditions in the Czech Republic, Germany, Austria, Malta or other markets that had affected or would affect the Group's business operations or financial conditions materially and adversely since the Account Date up to the date of this Agreement.
- 4.4 No information was withheld from the Sponsor for the purposes of their due diligence exercise on the Company's financial information, and all information, representation and confirmation given to the Sponsor by the Company for such purposes was given in good faith, and are true and accurate in all material respects and no material fact or matter has been omitted.
- 4.5 Save as disclosed in the Prospectus, the pro forma financial information of the Group and the related notes thereto and the other pro forma and as adjusted information included in the Prospectus present fairly the information shown therein, have been prepared in accordance with Hong Kong disclosure rules and guidelines with respect to unaudited pro forma financial information and have been properly compiled on the bases described therein, and the assumptions used in the preparation thereof are reasonable and the adjustments used therein are appropriate to give effect to the transactions and circumstances referred to therein.
- 4.6 The "Financial Information" section in the Prospectus describes:
- 4.6.1 accounting policies which the Company believes are the most important in the portrayal of the Group's financial condition and results of operations and which require management's most difficult, subjective or complex judgments (the "**critical accounting policies**");
 - 4.6.2 judgements and uncertainties affecting the application of critical accounting policies;
 - 4.6.3 the likelihood that different amounts would be reported under different conditions or using different assumptions;
 - 4.6.4 all trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would affect liquidity and are reasonably likely to occur; and
 - 4.6.5 all off-balance sheet transactions, arrangements, and obligations that are reasonably likely to have an effect on the liquidity of the Group considered as one enterprise, or the availability thereof or the requirements of the Group for capital resources.

No information was withheld from the Reporting Accountants for the purposes of their preparation of their reports contained in Appendix I to the Prospectus, their review report contained, or to be attached, to their Regulation S and Hong Kong "comfort letters" and their review of the Group's pro forma financial information in Appendix II to the Prospectus, and all information given to the Reporting Accountants for such purposes was given in good faith and to the best of knowledge, information and belief of the Company after due and proper consideration, the factual contents of such reports are true and accurate in all respects and no material fact or matter has been omitted.

- 4.7 No material information was withheld from the Reporting Accountants for the purposes of their review of the Group's working capital projections or their review of the Group's financial reporting procedures. The cash flow and working capital projections which form the basis of the working capital letter dated on or before the date of this Agreement prepared by the Reporting Accountants have been properly and carefully compiled by the Group; the assumptions upon which the projections are based have been made after diligent enquiry and are fair and reasonable in the context of the Group and there are no facts known or which on reasonable enquiry should have been known to the Directors which have not been taken into account in the preparation of such projections and which would have a material and adverse effect thereon.
- 4.8 The Reporting Accountants who audited the financial statements, supporting schedules and notes included in the Prospectus are independent auditors with respect to the Group as required by the Listing Rules, the Laws of Hong Kong and the applicable rules and regulations under such Laws in compliance with the guidelines regarding independence issued by the Hong Kong Institute of Certified Public Accountants.
- 4.9 All estimates by the Company contained in the Offer Documents are made after due and careful consideration, are based on reasonable assumptions referred to therein and reasonable and fair expectations honestly held based on facts known to the Group or members of the Group.
- 4.10 Consistent accounting principles and policies have been adopted by each of the Group Companies over the period covered in the Accounts and there has been no material change thereof since the Accounts Date.
- 4.11 No transaction of any material importance to which any Group Company is a party has taken place which if it had taken place would have been required to be disclosed or reflected in the Accounts.
- 4.12 No Group Company had any material liability (whether actual, deferred, contingent or disputed) or commitment which, in accordance with HKFRSs, should have been disclosed or provided for in the Accounts and which has not been so disclosed or provided for.
- 4.13 The profits of the Group for the three years and six months ended on the Accounts Date have not resulted to a material extent from inconsistencies of accounting practice, the inclusion of non-recurring items of income or expenditure, transactions entered into otherwise than on normal commercial terms or any other factors rendering such profits for all or any of such periods abnormally high or low, and no such matter or item is to the knowledge of the Directors likely to occur after the date hereof and at any time up to the Listing Date.
- 4.14 All dividends or distributions declared, made or paid by each Group Company have been declared, made or paid in accordance with its articles of association (or equivalent constitutive documents) and applicable Laws.
- 4.15 The Group has no present intention to discontinue or write down investments in any other businesses other than those disclosed in the Accounts, nor is any such write down, in the reasonable opinion of the Directors, required.
- 4.16 Each Group Company has sufficient working capital with which to carry on its business, in its present form and at its present level of turnover, for the period of twelve months following the date of the Prospectus and for the purposes of performing all orders and obligations

placed with or undertaken by it before the date of this Agreement having regard, if necessary, to existing bank balances and committed facilities.

- 4.17 Save as stated in the assumptions therein, the board memorandum dated the Prospectus Date in respect of the profit forecast of the Group for the year ending 31 March 2024 and adequacy of the Group's working capital and cash flow for the period ending 31 March 2025 has been properly compiled by the Company on the basis of the assumptions stated therein (which have been made after due and careful enquiry and are fair, reasonable and realistic in the context of the Group), prepared after due and careful enquiry and presented on a basis consistent, in all material respects, with the basis of presentation and accounting principles and policies adopted by the Group in relation to the preparation of the accountants' report contained in Appendix I to the Prospectus after making proper provision for all known liabilities (whether actual or contingent or otherwise); and that there are no material facts known or which could on due and careful enquiry have been known to the Company or the Directors which have not been taken into account in the preparation of the report or the omission of which would reasonably make any statement made in such report or any expression of opinion or intention contained or assumption made in such report misleading or deceptive in any material aspect.
- 4.18 No information was withheld from the Internal Control Consultant for the purposes of their review of the Group's financial reporting procedures.

5. CHANGES SINCE THE ACCOUNTS DATE

5.1 Since the Accounts Date:

- 5.1.1 each Group Company has carried on and will carry on business in the ordinary and usual course so as to maintain it as a going concern and in the same manner as previously carried on and since such date has not entered into any material contract, transaction or commitment outside the ordinary course of business or of an unusual or onerous nature;
- 5.1.2 save as disclosed in the Prospectus, there has been no material adverse change, or any development involving a prospective material adverse change, in the general affairs, management, operation, financial condition or prospects of the said business or the earnings, business affairs or net asset value of the said business or of the Group taken as a whole as compared with the position or prospects disclosed by the audited combined net assets of the Group referred to in paragraph 4.1 above and there has been no damage, destruction or loss (whether or not covered by insurance) affecting the said business or its assets;
- 5.1.3 there has been no change in the relations with customers and suppliers of any Group company which is material in the context of the financial or other condition, operations or prospects of the Group;
- 5.1.4 each Group Company has continued to pay its creditors in the ordinary course of business and no trade discounts or other special terms (not being in the ordinary course of business, and accordingly excluding other seasonal or campaigns and initiatives) have been incorporated into any contract entered into by the Group;
- 5.1.5 save in respect of the Reorganisation and as disclosed in the Prospectus, no Group Company has acquired, sold, transferred or otherwise disposed of any assets of

whatsoever nature or cancelled or waived or released or discounted in whole or in part any debts or claims, except in each case in the ordinary course of business;

- 5.1.6 save as disclosed in the Prospectus, there has been no material adverse change to the balance sheet of the Company since the Accounts Date that would require disclosure to ensure that the Prospectus is accurate and complete in all material respects and not misleading or deceptive;
- 5.1.7 no Group Company has purchased or reduced any of its share capital, nor declared, paid or made any dividend or distribution of any kind on any class of shares;
- 5.1.8 there has not been any material adverse change in short-term or long-term debts and no Group Company has taken on or become subject to any material contingent liability;
- 5.1.9 no Group Company has sustained any material loss or interference with its business from fire, explosion, flood, earthquake or other calamity, whether or not covered by insurance, or from any labour dispute or court or governmental or administrative action, order or decree;
- 5.1.10 no dividend or other distribution has been, or is treated as having been, declared, made or paid by any Group Company;
- 5.1.11 there has not been:
 - (a) save for any Encumbrance in connection with liabilities disclosed in the Prospectus, any Encumbrance on any asset, or any lease of property, including equipment, which is material in the context of the business of the Group other than such Encumbrances created in the ordinary course of business of the Group and tax liens with respect to taxes not yet due and statutory rights of customers in inventory and other assets;
 - (b) any lapse of any patent, utility models, design, trademark, trade name, service mark, copyright, or licence or any application with respect to the foregoing by any Group Company which is material in the context of the business of the Group;
 - (c) the making of any loan, advance, indemnity or guarantee by any Group Company to or for the benefit of any person which is material in the context of the business of the Group except the creation of accounts receivable in the ordinary course of business;
 - (d) any repayment of loan capital by any member of the Group in whole or in part which is material in the context of the business of the Group save for those repaid pursuant to contractual arrangements then in place or in the ordinary course of business of the relevant member of the Group; or
 - (e) an agreement to do any of the foregoing.

6. FINANCIAL REPORTING PROCEDURES

- 6.1 The Directors have established procedures which provide a reasonable basis for them to make proper judgements as to the financial position and prospects of the Group, taken as

a whole, and the Group maintains a system of internal accounting controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorisations; (ii) transactions are recorded as necessary to permit preparation of complete and accurate returns and reports to regulatory bodies as and when required by them and financial statements in accordance with the relevant generally accepted accounting principles and applicable accounting requirements; (iii) access to assets is permitted only in accordance with management's general or specific authorisation; and (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences; (v) each Group Company has made and kept books, records and accounts which, in reasonable detail accurately and fairly reflect the transactions and dispositions of assets of such entity and provide a sufficient basis for the preparation of consolidated financial statements and notes thereto in accordance with the relevant generally accepted accounting principles and applicable accounting requirements; and (vi) all charges against the Group have been registered in accordance with all applicable Laws. The Group's current management information and accounting control system has been in operation for at least three years (or since incorporation, whichever is shorter) during which none of them has experienced any difficulties with regard to (i) through (vi) above.

- 6.2 The Company and each other member of the Group has devised and maintained, and currently maintains, established systems, procedures and controls (including accounting and management systems) that would ensure that: (i) the Company and its Directors will be able to and will comply with the Listing Rules and other relevant and regulatory requirements; and (ii) the Directors have been and will be able to and will make a proper assessment of the financial position and prospects of the Company and other members of the Group, both before and after completion of the Global Offering.

7. ACCOUNTING AND OTHER RECORDS

The statutory books, books of account and other records of whatsoever kind of each Group Company are in its possession, up-to-date and contain complete and accurate records required by the respective Laws to which it is subject to be dealt with in such books and no notice or allegation that any is incorrect or should be rectified has been received. All accounts, documents and returns required by Laws to be delivered or made to any Governmental Authority in the Czech Republic, Germany, Austria, Malta, Poland, the BVI, the Cayman Islands or Hong Kong have been duly and correctly delivered or made.

8. CAPITAL AND CONTRACTUAL COMMITMENTS

- 8.1 Save as disclosed in the Prospectus, since the Accounts Date, no Group Company has any material capital commitment or any guarantee or other contingent liabilities other than those made in the ordinary course of business of the Group.
- 8.2 No Group Company is, or has been, party to any unusual, long-term or onerous commitments, contracts or arrangements other than wholly on an arm's length basis in the ordinary and usual course of business, except which would not result in a Material Adverse Effect. For these purposes, a long-term contract, commitment or arrangement is one which is unlikely to have been fully performed in accordance with its terms more than six months after the date it was entered into or undertaken or is incapable of termination by the relevant Group Company on six months' notice or less.
- 8.3 No Group Company is party to any agency, distributorship, marketing, purchasing, manufacturing or licensing agreement or arrangement or any agreement or arrangement

which restricts its freedom to carry on its business in any part of the world in such manner as it thinks fit, except which would not result in a Material Adverse Effect.

- 8.4 All the contracts and all leases, tenancies, licences, concessions and agreements of whatsoever nature to which any Group Company is a party are valid, binding and enforceable obligations of such Group Company and the terms thereof have been complied with by the relevant Group Company thereto and there are no grounds for rescission, avoidance or repudiation of any of the contracts or such leases, tenancies, licences, concessions or agreements and no notice of termination or of intention to terminate has been received in respect of any thereof.
- 8.5 All subsisting material contracts entered into within two years of the date of the Prospectus (other than contracts entered into in the ordinary course of business) by any Group Company have been disclosed in the Prospectus and no material contracts (other than those so disclosed and those entered into in the ordinary course of business) will, without the written consent of the Hong Kong Underwriters, be entered into nor will the terms of any subsisting material contracts be varied (other than as aforesaid) prior to or on the Listing Date.
- 8.6 All material contracts entered into by the Company and its Subsidiaries have been duly authorised, executed and delivered by parties with requisite power and capacity to enter into, to deliver and to perform their respective obligations under the contracts and such contracts are legal valid, binding and enforceable under the applicable Laws.
- 8.7 All descriptions of contracts or other material documents in the Prospectus, to the extent such descriptions purport to describe or summarise such contracts or documents, are true and accurate in all material respects, fairly summarise the contents of such contracts or documents and do not omit any material information which affects the import of such descriptions. There are no contracts or documents that would be required to be described in the Prospectus under any applicable Laws and the rules and regulations of the Stock Exchange applicable to a public offering in Hong Kong if such Laws were applicable with respect to the Prospectus, or that would be required to be described under any applicable Laws that have not been so described.

9. LITIGATION AND OTHER PROCEEDINGS

- 9.1 No litigation, arbitration or governmental proceedings or investigations that has a Material Adverse Effect directly or indirectly involving any Group Company or involving or affecting any of the directors of any Group Company or any Group Company is in progress or, is threatened or pending and to the best knowledge, information, belief and/or awareness of the Warrantors after due and careful enquiry, there are no circumstances likely to give rise to any such litigation, arbitration or governmental proceedings or investigations.
- 9.2 No Group Company which is a party to a joint venture or shareholders' agreement is in dispute with the other parties to such joint venture or shareholders' agreement and to the knowledge of the Warrantors, there are no circumstances which may give rise to any dispute or affect the relevant member's relationship with such other parties.

10. INDEBTEDNESS/DEFAULT

- 10.1 Save as disclosed in the Prospectus, no Group Company has any material outstanding liabilities, term loans, other borrowings or indebtedness in the nature of borrowings, including bank overdrafts and loans, debt securities or similar indebtedness, subordinated and hire purchase commitments or any guarantees, mortgages and charges or other contingent liabilities.
- 10.2 No outstanding indebtedness of any Group Company has (or, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, will) become repayable before its stated maturity, nor has (or, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, will) any security in respect of such indebtedness become enforceable by reason of default by any Group Company.
- 10.3 No person to whom any indebtedness of any Group Company is owed which is repayable on demand, has demanded or, to the knowledge of the Company, threatened to demand repayment of, or to take steps to enforce any security for, the same.
- 10.4 No circumstance has arisen such that any person is now entitled to require payment of any indebtedness or under any guarantee of any liability of any Group Company by reason of default by any such member or any other person or any guarantee given by any Group Company.
- 10.5 Save as disclosed in the Prospectus, no event has occurred and is subsisting or is about to occur which constitutes or would (whether with the expiry of any applicable grace period or the fulfilment of any condition or the giving of any notice or the compliance with any other formality or otherwise) constitute a breach or default under, or result in the acceleration by reason of breach or default of, any obligations under any Laws, agreement, undertaking, instrument or arrangement to which any Group Company is a party or by which any of them or their respective revenues or assets are bound or constitute a breach or violation of the business licence or articles of association (or equivalent constitutive documents) of any Group Company.
- 10.6 The amounts borrowed by each Group Company do not exceed any limitation on its borrowing contained in its articles of association (or equivalent constitutive documents), any debenture or other deed or document binding upon it and except in the ordinary course of business, no Group Company has factored any of its debts, or engaged in financing of a type which would not be required to be shown or reflected in its audited accounts.
- 10.7 All the Group's borrowing facilities have been duly executed and are in full force and effect. To the extent within the relevant Group Company's control, all undrawn amounts under such borrowing facilities are or will be capable of drawdown; no event has occurred and no circumstances exist which could cause any undrawn amounts under any such borrowing facilities to be unavailable for drawing as required.
- 10.8 Sufficient and accurate details of all material financing arrangements have been disclosed in writing in the Prospectus.
- 10.9 In relation to all financing arrangements (including all mortgages, overdrafts and other loan or financial facilities) to which any Group Company is a party:

- 10.9.1 there has been no contravention of or non-compliance with any provision of any document reflecting the financial arrangements;
 - 10.9.2 no steps for the enforcement of any encumbrances or the early repayment of the indebtedness have been taken or threatened;
 - 10.9.3 there has not been any alteration in the terms and conditions of any of the said arrangements or facilities, all of which are in full force and effect;
 - 10.9.4 nothing has been done or omitted to be done whereby the continuance of the said arrangements and facilities in full force and effect might be affected or prejudiced;
 - 10.9.5 none of the arrangements is dependent on the guarantee of or on any security provided by a third party; and
 - 10.9.6 none of the facilities may be terminated, or mature prior to its stated maturity as a result of the allotment, issue and/or transfer of the Offer Shares.
- 10.10 No event has occurred and no circumstances exist in relation to any Governmental Authority's investment grants, loan subsidies or financial assistance received by or pledged to any Group Company in consequence of which any of the Group Company is or may be held liable to forfeit or repay in whole or in part any such grant or loan, the forfeiture or repayment.
- 10.11 No Group Company is currently prohibited, directly or indirectly, under any contract to which it is a party or by which it is bound, from paying any dividends to the Company or a Subsidiary (as the case may be), from making any other distribution on such Group Company's capital stock (as the case may be), from repaying to the Company or a Subsidiary any loans or advances to such Group Company from the Company or a Subsidiary or from transferring any of such Group Company's properties or assets to the Company or a Subsidiary.

11. ARRANGEMENTS WITH RELATED PARTIES

- 11.1 No indebtedness (actual or contingent) and no contract or arrangement (other than service or employment contracts with such directors of the relevant Group Company) is outstanding between any Group Company and any director of any Group Company or any of his associates.
- 11.2 Save for such transactions as may be entered into by the Company pursuant to any of the Operative Documents, no indebtedness (actual or contingent) and no contract or arrangement is outstanding between any Group Company and the Warrantors (excluding the Company) or any of them or any company (excluding the members of the Group) or undertaking which is owned or controlled by the Warrantors (excluding the Company) or any of them (whether by way of shareholding or otherwise).
- 11.3 Save as disclosed in the Prospectus, none of the Warrantors (excluding the Company) and any of their respective associates, either alone or in conjunction with or on behalf of any other person, is engaged in any business similar to or in competition with the business of any Group Company to the extent that there could be a conflict of interests between the Warrantors (excluding the Company) or any of their respective associates and the general body of shareholders of the Company.

- 11.4 There are no relationships or transactions not in the ordinary course of business between any Group Company and their respective customers or suppliers.
- 11.5 In respect of the proposed continuing connected transactions (as defined under the Listing Rules) of the Group (the “**Connected Transactions**”) and the related party transactions of the Group (the “**Related Party Transactions**”): (i) the statements contained in the Prospectus relating to the Connected Transactions and the Related Party Transactions are true, accurate and complete in all material respects and not misleading or deceptive and there are no other material facts the omission of which would make any such statements misleading or deceptive, and there are no other Connected Transactions or Related Party Transactions which are required by Chapter 14A of the Listing Rules to be disclosed (other than *de minimis* connected transactions) in the Prospectus but have not been disclosed therein; (ii) all information (including but not limited to historical figures) and documentation provided by any Group Company to the Sponsor, the Sole Overall Coordinator and the Underwriters are true, accurate and complete in all material respects and there is no other material information or document which have not been provided the result of which would make the information and documents so received misleading; (iii) the transactions described in the section headed “Connected Transactions” in the Prospectus have been entered into and will be carried out in the ordinary and usual course of business, on normal commercial terms and are fair and reasonable so far as the shareholders of the Company are concerned and in the interests of the Company and the shareholders of the Company as a whole; (iv) the Related Party Transactions were conducted on arm’s length basis and the effect of the Related Party Transactions would not distort the track record nor make the historical results of the Group not reflective of its performance; (v) the Company has complied with and undertakes to continue to comply with the terms of the Connected Transactions disclosed in the Prospectus so long as the agreement or arrangement relating thereto is in effect and shall inform the Sole Overall Coordinator should there be any breach of any such terms either before or after the listing of Shares on the Stock Exchange; (vi) each of the Connected Transactions and the Related Party Transactions and related agreements and undertakings as disclosed in the Prospectus constitutes a legal, valid and binding agreement or undertaking of the relevant parties thereto; and (vii) each of the Connected Transactions and the Related Party Transactions has been consummated and was and will be effected in compliance with all applicable Laws.
- 11.6 None of the Directors (or any of their respective associates) is or will be interested in any agreement or arrangement with any Group Company which is subsisting at the dates of the Prospectus and which is significant in relation to the business of the Company or any Group Company.

12. GROUP STRUCTURE

- 12.1 The information of the Subsidiaries listed in Appendix I to the Prospectus are true and accurate and complete. There is no other company or undertaking in which any Group Company, directly or indirectly, owns or controls or proposes to own or control a majority interest (whether by way of shareholding or otherwise). No Group Company has entered into any agreement for the establishment of any company or undertaking in which any Group Company will, or agrees to own or control, a majority interest.
- 12.2 All statements in the Prospectus regarding the share capital or equity interest of each Group Company are true and accurate and complete, and there are no rights (whether conditional or unconditional and whether in the nature of options or otherwise) in existence to require the issue of any shares or other securities of any Group Company now or at any time

hereafter and no alteration will be made in the rights attached to any of the shares or equity interest in the capital of any Group Company.

- 12.3 Each of the Subsidiaries is a legal person with limited liability and the liability of the relevant Group Company in respect of its equity interest held in each Subsidiary is limited to its investments therein.
- 12.4 All of the issued and outstanding shares or registered capital of each of the Subsidiaries (i) have been duly authorised and validly issued; (ii) are fully paid; and (iii) with respect of the shares or registered capital held by the Company, are owned by the Company, directly or through Subsidiaries, free and clear of any Encumbrance; and none of the outstanding ordinary shares or registered capital of any Subsidiary was issued in violation of the preemptive or similar rights of any shareholder of such Subsidiary.
- 12.5 No Group Company has any branch, agency, place of business or permanent establishment outside the Czech Republic, Germany, Austria, Malta, Poland, Hong Kong, the BVI and the Cayman Islands.
- 12.6 No Group Company acts or carries on business in partnership with any other person or is a member of any corporate or unincorporated body, undertaking or association or holds or is liable on any share or security which is not fully paid up or which carries any liability.
- 12.7 Each joint venture contract (if any) and shareholders' agreement (if any) in respect of which a Group Company is a party is legal, valid, binding and enforceable in all respects in accordance with its terms under its governing law and all relevant Approvals in respect thereof have been obtained.
- 12.8 None of the Group Company is engaged in any business activity or has any asset or liability (whether actual, contingent or otherwise) which is not directly or indirectly related to the business of the Group as described in the Prospectus.

13. ACCURACY AND ADEQUACY OF INFORMATION SUPPLIED

- 13.1 The recitals and schedules to this Agreement are true and accurate in all respects.
- 13.2 All statistical or operational information disclosed in the Hong Kong Public Offering Documents, the Preferential Offering Documents, the Post-Hearing Information Pack and the Formal Notice as having come from the Group has been derived from the records of the Group using systems and procedures which incorporate adequate safeguards to ensure that the information is accurate and complete in all material respects and presents fairly the information shown therein. Statistical and market-related data included in the Hong Kong Public Offering Documents and the Preferential Offering Documents as having come from a source other than the Group are based on or derived from sources which the Warrantors believe reasonably and in good faith to be reliable and accurate in all material respects, and such data accurately reflects the information or the sources from which they are derived.
- 13.3 All information, including translations, supplied or disclosed in writing or orally by or on behalf of the Company, any other member of the Group, the Controlling Shareholder, and/or any of their respective directors, officers, employees, affiliates or agents to the Sponsor, the Sole Overall Coordinator, the Underwriters, the Reporting Accountants, the Property Valuer, the Internal Control Consultant, the Industry Consultant, the legal advisers to the Company, the legal advisers to the Underwriters, the Sponsor and the Sole Overall

Coordinator for the purposes of and in connection with the Global Offering (including but not limited to for the discharge of the obligations of the Sponsor as sponsor and the respective obligations of the Sole Overall Coordinator and the Underwriters as overall coordinator and/or capital market intermediaries under all applicable Laws, including, but not limited to, the Code of Conduct and the Listing Rules) and all such information in all written replies to queries from the Stock Exchange, the SFC and any other submission to the Stock Exchange in connection with the application for listing of the Shares given by the Sponsor and parties involved in the Global Offering (save as subsequently amended or corrected prior to the date hereof) was at the time when it was given, and remains as of the date hereof, true, accurate and complete in all material respects with no material omission and not misleading or deceptive in any aspects and was given in good faith.

- 13.4 All information requested from the Company by the Sponsor, the Sole Overall Coordinator, the Underwriters, the Reporting Accountants, the Property Valuer, the Internal Control Consultant, the Industry Consultant, the legal advisers to the Company, the legal advisers to the Underwriters, the Sponsor and the Sole Overall Coordinator for the purposes of their advice, reports, letters, and certificates to the Company and/or the Sponsor, the Sole Overall Coordinator or the Underwriters has been fully supplied in good faith and has not been supplied in any manner that was misleading to such recipients. No material information was withheld from the aforesaid parties and the Company does not disagree (and none of the Directors disagrees) with any aspect of the advice, reports, letters or certificates prepared by the aforesaid parties and the opinions attributed to the Directors in such advice, reports or letters are honestly held by the Directors and are fairly based upon facts within their knowledge after due and careful consideration.
- 13.5 To the knowledge of the Company, proper verification has been made of the statements made, information given, and opinions expressed relating to the Company, the Selling Shareholder, the holding company(ies) of the Company, the Directors and senior management of the Group in the Hong Kong Public Offering Documents and the Preferential Offering Documents, and the replies to the Verification Notes relating to the Company, the Selling Shareholder, the holding company(ies) of the Company, the Directors and senior management of the Group have been prepared or approved by persons having appropriate knowledge and responsibility to enable them properly to provide such replies and have been given in good faith after due and careful enquiry. To the knowledge of the Company, the replies to the questions set out in the Verification Notes given by or on behalf of the Company or the Directors were so given by persons having appropriate knowledge and duly authorised for such purposes and all such replies have been given in full and in good faith and were, and remain, true, accurate and complete in all material aspects and not misleading or deceptive in any aspect and contain all material information and particulars with regard to the subject matter thereof with no material omissions. As at the date of this Agreement, the Listing Date and the other times when the Warranties are repeated pursuant to this Agreement but in each case without taking into account any amendments or supplements subsequent to such date or other times, all statements of fact contained in the Hong Kong Public Offering Documents and the Preferential Offering Documents are and will be accurate and complete in all material respects and not misleading or deceptive in any respect.
- 13.6 All statements of fact or other disclosures contained in the Hong Kong Public Offering Documents and the Preferential Offering Documents are and will (at the date of this Agreement, the Prospectus Date and the other times when the Warranties are repeated pursuant to this Agreement) be true, accurate and complete in all material respects and not misleading or deceptive in any respect. As of the date of this Agreement, the Prospectus Date and the other times when the Warranties are repeated pursuant to this Agreement,

none of the Hong Kong Public Offering Documents and the Preferential Offering Documents contains or will contain any untrue statement or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or deceptive. All expressions of opinion or intention therein (including but not limited to the statements regarding the sufficiency of working capital, use of proceeds, indebtedness, prospects, dividends, material contracts and litigation) are made on reasonable grounds or, where appropriate, reasonable assumptions and are truly and honestly held and there are no other material facts the omission of disclosure therein of which would make any such statement or expression untrue, inaccurate, misleading or deceptive in any material respect provided that none of the Warrantors makes any representation or warranty with respect to any statement or omission made in reliance upon and in conformity with information relating to the name, address, status and description of the Sponsor and any Underwriter furnished to the Company in writing by the Sponsor and such Underwriter through the Sole Overall Coordinator or the Sponsor expressly for use in the Hong Kong Public Offering Documents and the Preferential Offering Documents and any amendment or supplement thereto.

- 13.7 All forward-looking statements (including all forecasts and estimates) contained in the Hong Kong Public Offering Documents and the Preferential Offering Documents are made after due and proper consideration, are based on relevant assumptions referred to therein and represent reasonable and fair expectations honestly held based on facts known to the Group and/or the Warrantors or any of them and there are no other assumptions on which such forward-looking statements are based other than the assumptions referred to in the Hong Kong Public Offering Documents and the Preferential Offering Documents or which such forecasts or estimates ought reasonably to have been based which have not been made. Such forward-looking statements do not omit or neglect to include or take into account of any facts or matters which are material to such forward-looking statements or to the Global Offering.
- 13.8 Without limiting the generality of the foregoing, each of the Hong Kong Public Offering Documents and the Preferential Offering Documents contains all particulars and information reasonably necessary to enable an investor to make an informed assessment of the activities, assets and liabilities, financial position, management and prospects of the Group and its profits and losses and of the rights attaching to the Shares and there are no other material facts the omission of which would make any statement in the Hong Kong Public Offering Documents and the Preferential Offering Documents misleading, deceptive, inaccurate or which is in the context of the Global Offering material.
- 13.9 All expressions of opinion, intention or expectation contained in the Hong Kong Public Offering Documents and the Preferential Offering Documents at the date of their respective dates and all other times when the representations and warranties in this Agreement are repeated pursuant to this Agreement are made on reasonable grounds and are and will be truly and honestly held by the Directors and are and will be fairly based and there are and will be no other material facts known or which could, upon reasonable inquiry, have been known to the Directors the omission of which would make any such statement or expression untrue, inaccurate, misleading or deceptive in any respect or which will or should reasonably be considered material in the context of the Global Offering.
- 13.10 The business histories, interests, qualifications and experience and all the direct and indirect interests of each of the Directors and their respective associates in any of the companies which were parties to transactions required to be disclosed under the HKFRSs or the applicable Laws entered into or completed within the last two years immediately preceding the date of the Prospectus relating to the business of the Group, or loans to or

by, or properties or other assets acquired or disposed of by or leased to or proposed to be acquired or disposed of by or leased to, the Group have been and are fully and accurately disclosed in the Hong Kong Public Offering Documents and the Preferential Offering Documents.

- 13.11 The Hong Kong Public Offering Documents and the Preferential Offering Documents comply in all respects with all applicable Laws (including the Cayman Companies Act, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Companies Ordinance and the Listing Rules) and contain all information and particulars which is or might be material for disclosure to potential subscriber, purchaser or underwriter (or sub-underwriter) of the Offer Shares, or its advisers, or for the purpose of making an informed assessment of the assets and liabilities, financial position, profits and losses, and prospects of the Group and of the rights attaching to the Shares. In particular (but without prejudice to the foregoing) the sections in the Prospectus headed “Risk Factors”, “History, Reorganisation and Corporate Structure”, “Business” and “Connected Transactions” are true, accurate and complete in all material respects and not misleading or deceptive, and set out all material facts, matters and circumstances which could create, constitute or result in, or relate to, a risk (or risks) for the businesses, profits or assets of the Group, or be a factor which it is appropriate to bring to the attention of potential investors to make them aware of and assist them in assessing the potential risks relating to the Group and an investment in the Shares, and that these sections comply in all respects with the minimum principles set out in of the Listing Rules.
- 13.12 The statements relating to the total amount of fees paid or payable to the Sponsor, and the aggregate of the fees and the ratio of fixed and discretionary fees paid or payable to the Underwriters contained in each of the Hong Kong Public Offering Documents and the Preferential Offering Documents are complete, true and accurate in all material respect and not misleading.
- 13.13 All public notices, announcements and advertisements issued by or on behalf of the Company in connection with the Global Offering (including, without limitation, the Formal Notice and the OC Announcement) and all filings and submissions provided by or on behalf of the Company, any other member of the Group, the Controlling Shareholder, and/or any of their respective directors, officers, employees, affiliates or agents, to the Stock Exchange, the SFC and any applicable Governmental Authority have complied or will comply with all applicable Laws.
- 13.14 The Company has obtained unequivocal written consents from third party companies or entities whose names and logos together with their relationship with the Company have been disclosed in the Hong Kong Public Offering Documents and the Preferential Offering Documents.

14. PROPERTIES, TITLE AND INTERESTS

- 14.1 None of the members of the Group owns, operates, manages, leases or has any other right of interest in any other property of any kind save as disclosed in the Prospectus.
- 14.2 With respect to the rights and interests in property and other assets (including but not limited to land and buildings) owned by members of the Group:
- 14.2.1 the relevant Group Company has good and marketable title, or has the right by Laws to good and marketable title, to such property and other assets or any rights or interests thereto;

- 14.2.2 there are no Encumbrances or interests, conditions, planning consents, orders, regulations or other restrictions affecting any of such property and other assets which would have a Material Adverse Effect on the value of such property and other assets or materially adversely limit, restrict or otherwise affect the ability of the relevant Group Company to utilise, develop or redevelop any such property or other assets;
 - 14.2.3 the relevant Group Company is entitled as legal and beneficial owner of such property and other assets to all rights and benefits as landlord, licensor and/or lessee (as the case may be) under the leases, tenancies or licences to which it is a party as landlord, licensor and/or lessee (as the case may be) in respect of such property and other assets, and such leases, tenancies and licences are and will be in full force and effect;
 - 14.2.4 none of the properties or other assets has been used by the Group for any unlawful purposes and the Group has not violated any relevant land or construction regulations;
 - 14.2.5 all requisite consents necessary for the use of any property by the relevant Group Company as it is presently being used by such member have been duly obtained and are in full force and effect; and
 - 14.2.6 all requisite licences, certificates and authorities necessary for the existing use of any property by the relevant Group Company have been duly obtained and are in full force and effect.
- 14.3 Where any property and other assets are held under lease, tenancy or licence by any Group Company:
- 14.3.1 each lease, tenancy or licence is legal, valid, subsisting and enforceable by the relevant Group Company;
 - 14.3.2 no default (or event which with notice or lapse of time, or both, would constitute a default) by any Group Company has occurred and is continuing under any of such leases, tenancies or licences;
 - 14.3.3 no Group Company has notice of any claim of any nature that has been asserted by anyone adverse to the rights of the relevant Group Company under such leases, tenancies or licences or affecting the rights of the relevant Group Company to the continued possession of such leased or licensed property or other assets;
 - 14.3.4 there are no Encumbrances, conditions, planning consents, orders, regulations or other restrictions which may interfere or affect the use made or proposed to be made of such leased or licensed property or other asset by such Group Company; and
 - 14.3.5 if any of the Warrantors or any of their subsidiaries, as the case may be, is a lessor under any such lease, such Warrantor or such subsidiary, as the case may be, has valid title to, or unfettered ability to grant, and has granted, valid leasehold interests in (and upon the terms and conditions stated therein) the property or asset that is the subject of such lease;

- 14.4 The ownership of and the right to use or possess the land and buildings as described in the Prospectus by the relevant Group Company is not subject to any unusual or onerous terms or conditions.
- 14.5 Each Group Company has good, legal and marketable title to all stock used in its business free from any Encumbrances save those arising in the ordinary course of business.
- 14.6 The assets included in the Accounts or, as the case may be, acquired since the Accounts Date and all assets used or owned by or in the possession of each Group Company:
- 14.6.1 are legally and beneficially owned by that Group Company free from any Encumbrance, any hire-purchase agreement or agreement for payment on deferred terms or bills of sale;
 - 14.6.2 are in the possession or under the control of that Group Company;
 - 14.6.3 where purchased on terms that title to such asset or property does not pass until full payment has been made, have been paid for in full by that Group Company;
 - 14.6.4 are not subject to any hire purchase, leasing arrangements or other arrangements of a similar nature; and
 - 14.6.5 comprise all the assets, properties and rights which that Group Company owns or which it uses or requires for the purpose of carrying on its business.
- 14.7 Each Group Company has done everything (whether by way of giving notice, registration, filing or otherwise) reasonably required or permitted to be done by it for the protection of its title to, or for the enforcement or the preservation of any order of priority of its title to, any property or rights (including the benefit of any debt, mortgage or charge) owned by it.
- 14.8 All records or other documents recording or evidencing any material contract, licence, consent or other right of each Group Company or required for the exercise of any such right are in the possession or under the exclusive control of that Group Company.
- 14.9 Each Group Company has not created, or granted, or agreed to create or grant, any security interest or other Encumbrance in respect of any of the assets included in the Accounts, or acquired or agreed to be acquired since the Accounts Date, otherwise than in the ordinary course of business.
- 14.10 None of the property, assets or undertakings of any Group Company is subject to, and the relevant Group Company has not agreed to grant in respect of the same, any Encumbrance.
- 14.11 The stock in trade (if any) of each member of the Group Company is in good marketable condition and is capable of being sold by it in the normal and ordinary course of business.
- 14.12 The statements contained in the Prospectus in the section headed “Business – Properties and Facilities” are complete, true and accurate in all material respects and not misleading in any material respect.
- 14.13 The facilities, vehicles and other equipment used in connection with the business of the Group:

- 14.13.1 are subject to normal wear and tear in a good and safe state of repair and satisfactory working order and have been properly serviced and maintained; and
- 14.13.2 are not to any extent dangerous, inefficient, out-of-date, unsuitable, in need of renewal or replacement, or surplus to requirements.
- 14.14 Maintenance contracts are in full force and effect in respect of all major assets of the Group in connection with its business which is normal or prudent to have maintained by independent or specialist contractors, and in respect of all assets which the Group is obliged to maintain or repair under any leasing or similar agreement; and all those assets have been regularly maintained to a good technical standard, and in accordance with safety regulations usually observed in relation to assets of that description, and in accordance with the terms and conditions of any applicable leasing or similar agreement.
- 14.15 To the knowledge of the Company, there are no outstanding or pending actions, disputes, notices, liabilities, demands or complaints which materially and adversely affect or are likely to materially and adversely affect the use of any property, assets or undertakings of any Group Company for the purposes for which it is now used by any Group Company.
- 14.16 No Group Company has any material existing or contingent liabilities in respect of any properties previously occupied by it or in which it has owned or held any interests.

15. INSURANCE

- 15.1 The description of the Company's insurance coverage contained in the Prospectus is true, accurate and complete in all material respects and not misleading. All assets of each of the members of the Group which are of an insurable nature have at all times been and are insured in amounts reasonably regarded as adequate and prudent against fire and other risks normally insured against by companies carrying on similar businesses or owning assets of a similar nature. All policies of insurance insuring each Group Company or its respective business, assets and employees are in full force and effect in all material respects. Nothing has been done or has been omitted to be done whereby any such policies have or may become void or are likely to be voided.
- 15.2 No claim under any insurance policies taken out by any Group Company is outstanding and to the knowledge of the Warrantors, there are no circumstances likely to give rise to such a claim, or, in case where there is any outstanding claim under any insurance policies taken out by any Group Company, none of such claims is material in the context of the Group as a whole and, so far as the Warrantors are aware, no circumstances exist which are likely to give rise to such a claim.
- 15.3 All premiums due in respect of such insurance policies have been duly paid in full and all conditions for the validity and effectiveness of the said policies have been fully observed and performed.
- 15.4 So far as the Warrantors are aware, there is no reason for the Warrantors to believe that any Group Company will not be able to renew its existing insurance coverage from similar insurers as may be necessary to continue its business at a cost that would not materially and adversely affect the condition, financial or otherwise, or the earnings, business or operations of the Group, taken as a whole.

- 15.5 None of the insurance policies in respect of the assets of each Group Company is subject to any special or unusual terms or restrictions or to the payment of any premium in excess of the normal rate.

16. COMPLIANCE WITH LEGAL AND REGULATORY REQUIREMENTS

- 16.1 Except for the registration of the Prospectus with the Registrar of Companies in Hong Kong and the final approval from the Stock Exchange for the listing of and permission to deal in the Shares on the Main Board of the Stock Exchange and save as disclosed in the Prospectus, no filing with, or Approval of, any Government Agency, is necessary or required for the performance by the Company of any of its obligations hereunder in connection with the Global Offering, issuance or sale of the Shares hereunder or under the International Underwriting Agreement or the consummation of the transactions contemplated by this Agreement, the International Underwriting Agreement and the Prospectus, except such as have already been obtained and are in full force and effect.
- 16.2 Each Group Company has carried on and is carrying on its business and operations in accordance with applicable Laws and all statutory, municipal and other Approvals, properly issued by the appropriate and authorised Governmental Authority, necessary or desirable for the establishment and carrying on of the businesses and operations of, and owning of assets by, each of the Group Company as now carried on, as previously carried on and as proposed to be carried on have been obtained and are (or were at the relevant time) valid and subsisting and all conditions applicable to any such Approval have been and are complied with, and to the knowledge of the Warrantors, there are no material facts or circumstances which exist or have in the past existed which may lead to the revocation, rescission, avoidance, repudiation, withdrawal, non-renewal or change, in whole or in part, of or in any existing Approvals or any requirements for additional Approvals which could prevent, restrict or hinder the operations of any Group Company or involve any Group Company in additional material expenditure.
- 16.3 To the knowledge of the Warrantors, there are no material circumstances which will or may result in the Approvals which will be required in the Czech Republic, Germany, Austria, Malta, Poland, the BVI, the Cayman Islands or other relevant jurisdictions by the Group to carry on the businesses and/or activities contemplated and as described in the sections headed "Business" and "Future Plans and Use of Proceeds" in the Prospectus not being granted.
- 16.4 Each Group Company is in compliance with all applicable Laws of any applicable jurisdiction in all material respects.
- 16.5 None of the members of the Group and the businesses now run by any of them, nor any of their respective officers, directors or managers or, to the knowledge of the Company, any of the employees or agents of the members of the Group has, directly or indirectly, (i) made or authorised any contribution, payment or gift of funds or property to any official, employee or agent of any Governmental Authority or instrumentality in Hong Kong or any other jurisdiction; or (ii) made any contribution to any candidate for public office, in either case, where either the payment or the purpose of such contribution, payment or gift was, is, or would be prohibited under applicable Laws, of any locality.
- 16.6 None of the members of the Group is a party to any agreement, arrangement or concerted practice or is carrying on a practice which in whole or in part contravenes or is invalidated by any anti-trust, anti-monopoly, competition, fair trading, consumer protection or similar Laws in any jurisdiction where any of the members of the Group has assets or carries on

business or in respect of which any filing, registration or notification is required or is advisable pursuant to such Laws (whether or not the same has in fact been made).

17. EMPLOYMENT AND PENSIONS

- 17.1 Each of the Subsidiaries is in compliance in all material respects with the applicable employment and labour laws and regulations currently in force in the relevant jurisdictions where the Subsidiaries have business operations.
- 17.2 There are no material amounts owing or promised to any present or former directors, employees or consultants of any Group Company other than remuneration accrued, due or for reimbursement of business expenses.
- 17.3 No directors or senior management or employees of any Group Company have given or been given notice terminating their contracts of employment.
- 17.4 There are no proposals to terminate the employment or consultancy of any directors, senior management, key employees or consultants of any Group Company or to vary or amend their terms of employment or consultancy (whether to their detriment or benefit) which would result in a Material Adverse Effect.
- 17.5 No Group Company has outstanding any material undischarged liability to pay to any Governmental Authority in any jurisdiction any taxation, contribution or other impost arising in connection with the employment or engagement of directors, employees or consultants by it.
- 17.6 No liability has been incurred by any Group Company for:
- 17.6.1 breach of any contract of service, contract for services or consultancy agreement;
 - 17.6.2 redundancy payments;
 - 17.6.3 compensation for wrongful, constructive, unreasonable or unfair dismissal;
 - 17.6.4 failure to comply with any order for the reinstatement or re-engagement of any director, employee or consultant; or
 - 17.6.5 the actual or proposed termination or suspension of employment or consultancy, or variation of any terms of employment or consultancy of any present or former employee, director or consultant of any Group Company,
- which results in or is likely to result in a Material Adverse Effect.
- 17.7 No dispute of material importance with the directors, employees (or any trade union or other body representing all or any of such employees), consultants or agents of any Group Company exists or, to the knowledge of the Company, is imminent or threatened, which would result in a Material Adverse Effect. None of the members of the Group is aware of any existing or imminent labour disturbance by the directors, employees or consultants or any of its principal suppliers, customers or contractors which might be expected to result in a Material Adverse Effect.
- 17.8 All contracts of service in relation to the employment of the Group's employees are on usual and normal terms which do not and will not in any way whatsoever impose any unusual or

onerous obligation on the relevant Group Company and the subsisting contracts of service to which any Group Company is a party are legal, valid and enforceable (except for provisions in restraint of trade which may be subject to unfavourable judicial interpretation) and are determinable at any time on reasonable notice without compensation (except for statutory compensation) and to the knowledge of the Warrantors, there are no material claims pending or threatened or capable of arising against the relevant Group Company, by any employee or third party, in respect of any accident or injury not fully covered by insurance.

- 17.9 The Group has in relation to its directors, employees or consultants (and so far as relevant to each of its former directors, employees or consultants) complied in all material respects with all applicable statutes, regulations and articles of association (or equivalent constitutive documents) and the terms and conditions of such directors', employees' or consultants' (or former directors', employees' or consultants') contracts of employment or consultancy.
- 17.10 No contributions are being, or have been made by a Group Company to any pension, retirement, provident fund or death or disability benefit scheme or arrangement other than the pension, retirement, provident fund or death or disability benefit scheme or arrangement referred to in the Prospectus ("**Schemes and Funds**") and no Group Company participates in, or has participated in, or is liable to contribute to, any pension, retirement, provident fund or death or disability benefit scheme or arrangement in respect of past or present employees or directors of the Group other than as referred/disclosed in the Prospectus.
- 17.11 Each of the Schemes and Funds complies with and has been operated in all material respects in accordance with all applicable Laws of the relevant scheme. There is no reasonable ground upon which any applicable registrations or exemptions in respect of any of the Schemes and Funds could be withdrawn or cancelled.
- 17.12 Save for contributions due to be paid at the next payment date, no contributions (or contribution surcharge) in respect of any employee or director of the Group or any other payment due to, or in respect of, the Schemes and Funds is unpaid, except such failure to pay which would not result in a Material Adverse Effect.
- 17.13 All defined Schemes and Funds are adequately funded and no additional contributions by any Group Company are currently due to be made to make up for any shortfall, except such additional contribution which would not result in a Material Adverse Effect.
- 17.14 To the knowledge of the Company, there is no dispute relating to the Schemes and Funds, whether involving any Group Company, the trustees or administrators of the Schemes and Funds, any employee or director of a Group Company, or any other person and no circumstances exist which may give rise to any such claims, except such dispute or claim which would not result in a Material Adverse Effect.

18. INTELLECTUAL PROPERTY

- 18.1 For the purpose of this paragraph 18, "**Intellectual Property**" means all patents, patent rights, inventions, trademarks, service marks, logos, get-up, registered or unregistered design rights, trade or business names, domain names, trade secrets, confidential information, Know-how, copyrights, semi-conductor topography rights, database rights and any proprietary or confidential information systems processes or procedures and of their intellectual property (whether, in each case, registered, unregistered or unregistrable, and including pending applications for registration and rights to apply for registration) and all rights of a similar nature or having similar effect which may subsist in any part of the world.

- 18.2 For the purpose of this paragraph 18, “**Know-how**” means confidential and proprietary industrial and commercial information and techniques in any form (including paper, electronically stored data, magnetic media, film and microfilm) including without limitation drawings, formulae, test results, reports, project reports and testing procedures, instruction and training manuals, tables of operating conditions, market forecasts, lists and particulars of customers and suppliers.
- 18.3 All Intellectual Property described in the Prospectus and all pending applications therefor which have been, are or are capable of being used in or in relation to or which are necessary for the business of each Group Company are (or, where appropriate in the case of pending applications, will be):
- 18.3.1 legally and beneficially owned by the relevant Group Company or lawfully used under valid licences granted by the registered proprietor(s) or beneficial owner(s) thereof and such licences are or will be in full force and effect and have not been revoked or terminated and there are no grounds on which they might be revoked or terminated;
 - 18.3.2 valid and enforceable;
 - 18.3.3 not subject to any Encumbrance or any licence or authority in favour of another;
 - 18.3.4 where registration of those Intellectual Property rights in the name of a Group Company is practicable, such registration has been effected, the relevant Group Company is the registered proprietor thereof and no Group Company has done or omitted to do anything which may impair that registration or render it open to challenge; and
 - 18.3.5 in the case of rights in such Intellectual Property as are registered or the subject of applications for registration, listed and briefly described in Appendix VI to the Prospectus all renewal fees which are due and steps which are required for their maintenance and protection have been paid and taken, no claims have been made or, to the knowledge of the Company, threatened and no applications are pending, which if pursued or granted might be material to the truth and accuracy of any of the above statements in this paragraph 18.3.
- 18.4 To the knowledge of the Company, no Group Company has received any notice or is otherwise aware of (having made due and careful enquiries):
- 18.4.1 any infringement of or conflict with claimed or asserted rights of others with respect to any rights mentioned in paragraph 18.3 above; or
 - 18.4.2 any unauthorised use of any Know-how of any third party and no Group Company has made disclosure of Know-how to any person except properly and in the ordinary course of business and on the basis that such disclosure is to be treated as being of a confidential character; or
 - 18.4.3 any opposition by any person to any pending applications; or
 - 18.4.4 any assertion of moral rights which would affect the use of any of the Intellectual Property in the business of any Group Company; or

18.4.5 any facts or circumstances which would render any rights mentioned in paragraph 18.3 above invalid or inadequate to protect the interests of the relevant Group Company or unenforceable,

which would result in a Material Adverse Effect.

- 18.5 The rights and interest held by the Group (whether as owner, licensee or otherwise) in Intellectual Property comprises all the rights and interests necessary or convenient for the carrying on of the business of each Group Company in and to the extent which it is presently conducted.
- 18.6 The processes employed and the products and services dealt in by a Group Company both now and at any time within the last three financial years and up to the date of this Agreement do and did not use, embody or infringe any rights or interests of third parties in Intellectual Property in any respect (other than those belonging to or licensed to a Group Company) and no claims of infringement of any such rights or interests have been made or, to the knowledge of the Company, threatened by any third party.
- 18.7 All licences and agreements to which any Group Company is a party (including all amendments, novations, supplements or replacements to those licences and agreements) are in full force and effect, and no notice having been given on any party to terminate them; the obligations of the parties thereto thereunder have been fully complied with in all material respects; and no material disputes have arisen or are foreseeable in respect thereof; and where such licences are of such a nature that they could be registered with the appropriate authorities and where such registration would have the effect of strengthening the Group's rights, they have been so registered.
- 18.8 Except as disclosed in the Prospectus, there is no other Intellectual Property used or registered by any members of the Group in connection with the Group's business which is material in the context of such business. All information in the Prospectus regarding Intellectual Property owned or used by the Group is true and accurate, and no material information regarding the same has been omitted therefrom.
- 18.9 The operation of the website(s) operated by the Group does not infringe on the rights of any third party. In particular, the Company believes that the functional aspect of such website(s), and computer programmes in support, in so far as they are not already validly licensed from a third party, do not infringe on the right of any third party.
- 18.10 The Group is either the lawful owner of all the information and content which is available through the website(s) operated by the Group or possesses a valid subsisting and defensible legal right or licence to use and make such information and content available through those website(s).
- 18.11 No Group Company has received any notice or is otherwise aware of any unauthorised use by it of any confidential information of any third party.
- 18.12 The Company has the right to use the pictures and logo appearing on the front page of and inside the Prospectus and the Offer Documents and has not received, nor is it aware of, any complaint, demand or claim regarding the use of such pictures or logo.

19. INFORMATION TECHNOLOGY

- 19.1 For the purpose of this paragraph, “**Information Technology**” means all computer systems, communications systems, software and hardware owned, used or licensed by or to any Group Company.
- 19.2 The Information Technology comprises all the information technology systems and related rights necessary to run the business of the Group.
- 19.3 All Information Technology which has been or which is necessary for the business of any Group Company is either legally and beneficially owned by the relevant Group Company or lawfully used under valid licences granted by the registered proprietor(s) or beneficial owner(s) thereof and such licences are in full force and effect and have not been revoked or terminated and there are no grounds on which they might be revoked or terminated.
- 19.4 All the records and systems (including but not limited to Information Technology) relating to the business of the Group taken as a whole and all data and information of each Group Company are maintained and operated by a Group Company and are not wholly or partially dependent on any facilities not under the exclusive ownership or control of a Group Company.
- 19.5 There are no bugs or viruses, logic bombs or other contaminants (including without limitation, “worms” or “trojan horses”) in or failures or breakdowns of any computer hardware or software or any other Information Technology equipment used in connection with the business of any Group Company which have caused any substantial disruption or interruption in or to the business of any Group Company.
- 19.6 In the event that the persons providing maintenance or support services for the Group’s Information Technology cease or are unable to do so, the members of the Group have all the necessary rights and information to continue to maintain and support or have a third party maintain or support the Information Technology which is material for the operations of the Group as a whole.
- 19.7 Each Group Company has in place procedures to prevent unauthorised access and the introduction of viruses.
- 19.8 Each Group Company has in place adequate back-up policies and disaster recovery arrangements which enable its Information Technology and the data and information stored thereon to be replaced and substituted without material disruption to the business of the Group taken as a whole.
- 19.9 There are no material defects relating to the Information Technology owned or used by the business of any Group Company and the Information Technology owned or used by any Group Company has the capacity and performance necessary to fulfil the present and foreseeable requirements of the business of any Group Company.

20. ENVIRONMENTAL MATTERS

- 20.1 For the purposes of this paragraph:

- 20.1.1 “**Environment**” means all or any part of the air (including, without limitation, air within buildings or natural or man-made structures whether above or below ground), water (including, without limitation, territorial, ocean, coastal and inland waters, surface water, groundwater and drains and sewers) and land (including, without limitation, sea bed or river bed under any water as described above, surface land

and sub-surface land, and any natural or man-made structures), and also includes human, animal and plant life; and

20.1.2 **“Environmental Law”** means any treaty, national, state, federal or local law, common law rule or other rule, regulation, ordinance, by-law, code, decree, demand or demand letter, injunction, judgement, notice or notice demand, code of practice, order or plan issued, promulgated or approved thereunder or in connection therewith pertaining to the protection of the Environment or to health and safety matters (and shall include, without limitation, laws relating to workers and public health and safety).

20.2 Each Group Company has complied and is complying with all Environmental Laws that are applicable to its business.

20.3 There is no civil, criminal or administrative action, claim, investigation or other proceeding or suit pending or threatened against any Group Company arising from or relating to Environmental Law which is material in the context of the Group as a whole and, to the knowledge of the Warrantors, there are no circumstances existing which may lead to any such action, claim, investigation, proceeding or suit.

20.4 Each Group Company conducts its operations so as not to lead to a breach of Environmental Law and in accordance with good operating practice of the industry in relation to all matters, practices and activities which could affect or cause harm to the Environment.

20.5 None of the members of the Group occupies, leases, owns, uses or has previously used, owned, leased or occupied, any property such that it is or may be wholly or partly responsible for the costs of any clean-up or other corrective action to any site or any part of the Environment.

20.6 There are no circumstances which require or may require any Group Company to incur significant expenditure which is material in the context of the Group as a whole in respect of the Environment or under Environmental Law.

20.7 Each Group Company has all Approvals required under any applicable Environmental Laws and are each in compliance with their requirements and no events or circumstances that would reasonably be expected to form the basis of an order for clean-up or remediation, or an action, suit or proceeding by any private party or government agency, against or affecting the Company or any of the Subsidiaries relating to hazardous materials or Environmental Laws have occurred.

21. TAXATION

21.1 All returns, reports or filings which ought to have been made by or in respect of each of the existing Group Company for taxation purposes have been made or filed (as the case may be) and all such returns are up to date, correct and prepared with due care and skill and on a proper basis and are not the subject of any dispute with the relevant revenue or other appropriate authorities except as disclosed in the Prospectus and there are no present circumstances likely to give rise to any such dispute, and the provisions included in the audited combined results of the Group as at the Accounts Date referred to in paragraph 4.1 above were sufficient to cover all taxation (if any) in respect of all accounting periods ended on or before the Accounts Date for which the Group was then liable. Each Group Company

is not delinquent in payment of any taxes due thereunder and there is no tax deficiency that has been asserted against any Group Company.

- 21.2 Each Group Company has paid all taxes required to be paid by each of them in accordance with the applicable Laws to which it is subject, and has taken all necessary steps to obtain any repayment of or relief from taxation available to each of them, except for any such tax, assessment, fine or penalty that is being contested in good faith and by appropriate proceedings.
- 21.3 All information and statements concerning taxation (including any statement relating to any preferential tax treatment granted or previously granted to each Group Company) and its application to members of the Group in the Prospectus are or will be, true and accurate in all material respects and not misleading or deceptive.
- 21.4 Each Group Company has:-
 - 21.4.1 paid or accounted for in the Accounts in all material respects, as the case may be all taxation (if any) due to be paid or accounted for by it before the Accounts Date and none of the Group Company is or is likely to be subject to any tax penalties so far as the Warrantors are aware; and
 - 21.4.2 taken all necessary steps to obtain any repayment of or relief from taxation available to it.
- 21.5 The provisions (if any) included in the Accounts, as the case may be, are sufficient to cover all taxation in respect of all periods ended on or before the Accounts Date for which each Group Company was then or might at any time thereafter become or have become liable.
- 21.6 Adequate charges, accruals and reserves have been provided for in the Accounts in respect of all taxes for all periods as to which the tax liability of each of the Group Company has not been finally determined or remains open to examination by applicable taxing authority. None of the Group Company has received notice of any tax deficiency that has been asserted or assessed against the Company or any of its subsidiaries.
- 21.7 No tax or duty (including, without limitation, any stamp or issuance or transfer tax or duty and any tax or duty on capital gains or income, whether chargeable on a withholding basis or otherwise) is payable by or on behalf of the Company or any of the other members of the Group to any Governmental Authority in Hong Kong, the Czech Republic, Germany, Austria, Malta, Poland, the BVI or Cayman Islands in connection with:
 - 21.7.1 the execution, delivery and performance of the Underwriting Documents;
 - 21.7.2 the creation, issue and allotment of the Offer Shares;
 - 21.7.3 the payment by the Company to, and the receipt by shareholders of, any dividend in respect of Shares; and
 - 21.7.4 the sale, transfer or other disposition or delivery of any Shares (other than the stamp duty payable under Hong Kong Law), including any realised or unrealised capital gains arising in connection with such sale, transfer or other disposition.
- 21.8 To the knowledge of the Company, all Hong Kong, local and national governmental tax waivers and other Hong Kong, local and national tax relief, concession and preferential

treatment (if applicable) granted to the Company or any other member of the Group by any Governmental Authority are valid and do not violate any applicable Laws.

22. IMMUNITY

None of the Warrantors, any of their respective subsidiaries, any of their assets or revenues or properties is entitled to any right of immunity on the grounds of sovereignty from any legal action, suit or proceedings, from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment prior to or in aid of execution of judgement, or from other legal process or proceedings for the giving of any relief or for the enforcement of any judgement. The irrevocable and unconditional waiver and agreement of the Warrantors in Clause 9.12 hereof not to plead or claim any such immunity in any legal action, suit or proceeding based on this Agreement is valid and binding under all applicable Laws.

23. INSOLVENCY

- 23.1 No order has been made or petition presented or resolution passed for the winding-up or judicial management or administration of any member of the Group or the Warrantors or for the appointment of a provisional liquidator or similar person, nor are there any reasonable grounds on which any person would be entitled to have any member of the Group or the Warrantors wound-up or placed in judicial management or administration or of similar effects or to have a provisional liquidator or similar person appointed for the member of the Group or the Warrantors, nor, has any person threatened to present such a petition or convened or threatened to convene a meeting of any member of the Group or the Warrantors (where applicable) to consider a resolution to wind up the member of the Group or the Warrantors (where applicable), nor has any step been taken in relation to the member of the Group or the Warrantors (where applicable) under the Laws relating to insolvency or the relief of debtors in any part of the world.
- 23.2 No provisional liquidator, receiver, liquidator or manager or similar person has been appointed by any person of the whole or any part of the business or assets of any member of the Group or the Warrantors and no compromise or arrangement has been proposed, agreed to or sanctioned in respect of it.
- 23.3 No distress, execution or other process has been levied on any asset owned or used by any member of the Group or the Warrantors, nor has any person threatened any such distress, execution or other process.
- 23.4 No action has been taken by any member of the Group or the Warrantors or, no matter has occurred which, in any jurisdiction, is equivalent or, in all respects, similar to any of the actions on matters referred to in this paragraph.
- 23.5 No member of the Group or the Warrantors has stopped or suspended payments of its debts or become unable to pay its debts as they fall due or otherwise becomes insolvent.

24. MATTERS RELATING TO US LAWS

- 24.1 Neither the Warrantors, nor any of their respective affiliates, nor any person acting on behalf of any of the foregoing persons (other than the Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters and the CMI's and their respective affiliates or any person acting on their behalf, as to whom no representation is made) has directly, or through any agent, sold,

offered for sale, solicited offers to buy or otherwise negotiated in respect of, any security (as defined in the US Securities Act) under circumstances that would require the registration of the Offer Shares under the US Securities Act

- 24.2 The Company reasonably believes that there is no “substantial US market interest” in the Offer Shares or any of the Company’s securities of the same class as the Offer Shares within the meaning of Regulation S under the US Securities Act.
- 24.3 The Company is a foreign issuer as defined in Regulation S of the US Securities Act.
- 24.4 Neither the Company, nor any of the Group Company, nor the other Warrantors, nor any affiliate (as defined in Rule 405 under the US Securities Act) of any of them, nor any person acting on its or their behalf (other than the Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters and the CMLs and their respective affiliates or any person acting on their behalf, as to whom no representation is made) has engaged or will engage in any directed selling efforts (within the meaning of Regulation S of the US Securities Act) with respect to the Offer Shares.
- 24.5 It is not necessary in connection with the offer, sale and delivery of the Offer Shares to the Underwriters and subsequent purchasers thereof in the manner contemplated by this Agreement, the International Underwriting Agreement and the Offer Documents to register the Offer Shares under the US Securities Act.
- 24.6 Neither the Company, nor, to the Company’s knowledge, any director, officer, agent, employee, affiliate or other person acting on behalf of the Company is aware of or has taken any action, directly or indirectly, that would result in a violation by any Group Company or any officer, agent, employee, affiliate or other person acting on behalf of any Group Company of the Foreign Corrupt Practices Act of 1977 and amended by the International Anti-Bribery Act of 1998, as amended, and the rules and regulations thereunder (the “**FCPA**”), including without limitation, making use of the mails or any means of instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay, or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any “foreign official” (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA. The Company and the Company’s Affiliates, to the Company’s knowledge, have conducted their businesses in compliance with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.
- 24.7 The operations of all Group Companies are and have been conducted at all times in compliance with applicable financial record keeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the other applicable money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental agency (collectively, the “**Money Laundering Laws**”), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving any Group Company with respect to the Money Laundering Laws is pending or, to the best knowledge of the Company, threatened.
- 24.8 Each of the Warrantors represents and warrants that:

- 24.8.1 none of the Company, any of its Subsidiaries, or their respective directors or officers, or, to the Company's best knowledge, any of the agents, employees or affiliates of the Company and its Subsidiaries or any person acting on behalf of the Company and its Subsidiaries, is currently subject to (i) any U.S. sanctions related to or administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury (including but not limited to the designation as a "specially designated national or blocked person" thereunder); or (ii) any sanctions or requirements imposed by, or based upon the obligations or authorities set forth in, the U.S. Trading With the Enemy Act, the U.S. International Emergency Economic Powers Act, the U.S. United Nations Participation Act or the U.S. Syria Accountability and Lebanese Sovereignty Act, all as amended, or any of the foreign assets control regulations of the U.S. Department of the Treasury (including but not limited to 31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto (collectively, the "**Sanctions Laws and Regulations**"). There have been no transactions or connections between the Company or any of its Subsidiaries, on the one hand, and any country, person, or entity subject to sanctions under any of the Sanctions Laws and Regulations or any person or entity in those countries or who perform contracts in support of projects in or for the benefit of those countries, on the other hand;
- 24.8.2 (i) neither the Company nor any of its Subsidiaries, nor any of their respective directors or executive senior management personnel, nor, to the Company's best knowledge, any of the employees or agents of the Company and its Subsidiaries or other persons acting on behalf of the Company and its Subsidiaries, is an individual or entity ("**Person**") that is, or is owned or controlled by a Person that is (a) the subject of any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union, His Majesty's Treasury, or other relevant sanctions authority (collectively, "**Sanctions**"), nor has conducted business with any Person subject to any such Sanction, nor, (b) located, organized or resident in a country or territory that is the subject of Sanctions (including, without limitation, Cuba, Iran, North Korea, Sudan and Syria); (ii) The Company will use the proceeds of the Global Offering exclusively in the manner set forth in the section headed "Future Plans and Use of Proceeds" in the Prospectus and will not, directly, or indirectly, use the proceeds of the Global Offering, or lend, contribute or otherwise make available such proceeds to any of its Subsidiaries, joint venture partners or other Persons: (a) to fund or facilitate any activities or business of or with any Person or in any country or territory that, at the time of such funding or facilitation, is the subject of Sanctions; or (b) or in any other manner that will result in violation of Sanctions by any Person (including any Person participating in the offering, whether as underwriter, adviser, investor or otherwise); (iii) for the past five years, the Company, any of its directors, officers or Subsidiaries, and, to the knowledge of the Company, any of its employees, agents, affiliates or representatives has not knowingly engaged in, is not now knowingly engaged in, and will not engage in, any dealings or transactions with any Person, or in any country or territory, that at the time of the dealing or transaction is or was the subject of Sanctions;

- 24.8.3 none of the issue and sale of the Offer Shares, the execution, delivery and performance of this Agreement, the consummation of any other transaction contemplated hereby, or the provision of services contemplated by this Agreement to the Company will result in a violation (including, without limitation, by the Underwriters) of any of the Sanctions Laws and Regulations; and
- 24.8.4 neither the Company nor its Subsidiaries, nor to the knowledge of the Warrantors after due and careful enquiry, any executive officers, Directors, or member of the senior management of each of the Company and its Subsidiaries, acting on behalf of the Company and its Subsidiaries, as the case may be, have, directly or indirectly, (i) made or authorised any contribution, payment or gift of funds or property to any official, employee or agent of any governmental agency, authority or instrumentality in the Czech Republic, Germany, Austria, Malta, the BVI, the Cayman Islands, Hong Kong or any other jurisdiction or (ii) made any contribution to any candidate for public office, in either case, where either the payment or the purpose of such contribution, payment or gift was, is, or would be prohibited under applicable law, rule, or regulation of any locality or made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment in connection with the business activities of such entity.

25. CYBERSECURITY AND DATA PROTECTION

- 25.1 The Group's information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "**IT Systems**") are adequate for, and operate and perform as required in connection with the operation of the business of the Group, taken as a whole, as currently conducted. The Group has implemented and maintained adequate and effective controls, policies, procedures, and safeguards to maintain and protect their confidential information and the integrity, continuous operation, redundancy and security of all IT Systems and data (including all personal, personally identifiable, sensitive, confidential or regulated data, or any such data that may constitute trade secrets and working secrets of any Governmental Authority or any other data that would otherwise be detrimental to national security or public interest pursuant to the applicable Laws) used in connection with their businesses and/or the Global Offering, and, to the knowledge of the Company, there have been no breaches, violations, outages, leakages or unauthorised uses of or accesses to the same which would result in a Material Adverse Effect.
- 25.2 To the knowledge of the Company, (A) Each of the Company and other members of the Group has complied with all applicable Laws concerning cybersecurity, data protection, confidentiality and archive administration (including without limitation, the General Data Protection Regulation 2016/679 promulgated by the European Union ("**GDPR**")) (collectively, the "**Data Protection Laws**") in all material respects; (B) neither the Company nor any other member of the Group is subject to any investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review by any relevant Governmental Authority in the Czech Republic, Austria, Germany, Malta, Poland or any other relevant Governmental Authority; (C) neither the Company nor any other member of the Group has received any notice (including, without limitation, any enforcement notice, de-registration notice or transfer prohibition notice), letter, complaint or allegation from the relevant cybersecurity, data privacy, confidentiality or archive administration Governmental Authority alleging any breach or non-compliance by it of the applicable Data Protection Laws or prohibiting the transfer of data to a place outside the relevant jurisdiction which would result in a Material Adverse Effect; (D) neither the Company nor any other member of the Group has received any claim for

compensation from any person in respect of its business under the applicable Data Protection Laws and industry standards in respect of inaccuracy, loss, unauthorised destruction or unauthorised disclosure of data which would result in a Material Adverse Effect and there is no outstanding order against the Company or any other member of the Group in respect of the rectification or erasure of data which would result in a Material Adverse Effect; (E) no warrant has been issued authorizing the cybersecurity, data privacy, confidentiality or archive administration Governmental Authority (or any of its officers, employees or agents) to enter any of the premises of the Company or any members of the Group for the purposes of, inter alia, searching them or seizing any documents or other materials found there; (F) neither the Company nor any other member of the Group has received any communication, enquiry, notice, warning or sanctions with respect to the GDPR or pursuant to the Data Protection Laws; (G) the Company is not aware of any pending or threatened investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review by any relevant Governmental Authority on the Company or any other member of the Group or any of their respective directors, officers and employees; (H) the Company is not aware of any pending or threatened actions, suits, claims, demands, investigations, judgments, awards and proceedings on the Company or any other member of the Group or any of their respective directors, officers and employees pursuant to the Data Protection Laws which would result in a Material Adverse Effect; and (I) neither the Company nor any other member of the Group has received any objection to this Global Offering or the transactions contemplated under this Agreement from any relevant Governmental Authority pursuant to the Data Protection Laws.

26. SPIN-OFF CONDUCTED BY FEC

- 26.1 The descriptions of the events, transactions and documents relating to the Spin-off (as defined in the Prospectus) as set forth in the sections of each of the Hong Kong Public Offering Documents and the PHIP, respectively, headed “History, Reorganisation and Corporate Structure” are true and accurate in all material respects and not misleading.
- 26.2 Each of the Spin-off Documents has been duly signed and constitutes a legal, valid, binding and enforceable document in accordance with its terms.
- 26.3 The Spin-off and the execution, delivery and performance of the Spin-off Documents do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance on any property or assets of the Company or any other member of the Group pursuant to (A) the memorandum and articles of association or other constituent or constitutive documents of the Company or any of the other members of the Group, or (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which the Company or any of the other members of the Group is a party or by which the Company or any of the other members of the Group is bound or any of their respective properties or assets may be bound or affected, or (C) any Laws applicable to the Company or any of the other members of the Group or any of their respective properties or assets, except, in the case of (B) or (C), for any such breach, default, or creation or imposition of Encumbrance which would not result in a Material Adverse Effect.

- 26.4 All Approvals and filings under any Laws applicable to, or from or with any Governmental Authority having jurisdiction over any member of the Group or any of its properties or assets, or otherwise from or with any other persons, required in connection with the Spin-off and the execution, delivery and performance of the Spin-off Documents have been unconditionally obtained or made; all such Approvals and filings are valid and in full force and effect and none of such Approvals and filings are subject to any condition precedent which has not been satisfied or performed or other materially burdensome restrictions or conditions not described in all of the Hong Kong Public Offering Documents and the PHIP; no member of the Group is in violation of, or in default under, or has received notice of any action, suit, proceeding, investigation or inquiry relating to revocation, suspension or modification of, or has any reason to believe that any Authority is considering revoking, suspending or modifying, any such Approvals and filings.
- 26.5 Transactions contemplated by the Spin-off have been effected prior to the date hereof in compliance with all applicable Laws in the Czech Republic, German, Austria, Malta, Poland, the BVI, the Cayman and all relevant jurisdictions and in accordance with the Spin-off Documents; other than the Spin-off Documents, there are no other material documents or agreements, written or oral, that have been entered into by any member of the Group in connection with the Spin-off which have not been previously provided, or made available, to the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs, the International Underwriters and/or the legal and other professional advisers to the Sponsor, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs, the International Underwriters and which have not been disclosed in all of the Hong Kong Public Offering Documents and the PHIP.
- 26.6 There are no actions, suits, proceedings, investigations or inquiries pending or, to the best of the Company's knowledge after due and careful inquiry, threatened or contemplated, under any Laws or by or before any Authority challenging the effectiveness or validity of the events, transactions and documents relating to the Spin-off as set forth in the sections of each of the Hong Kong Public Offering Documents and the PHIP headed, respectively, "History, Reorganisation and Corporate Structure".

27. OTHER MATTERS

- 27.1 The Warrantors have not entered and will not enter into any contractual arrangement with respect to the distribution of the Offer Shares except for this Agreement, the International Underwriting Agreement, the Receiving Bank Agreement, Hong Kong Share Registrar Agreement, the Cornerstone Investment Agreement and the Stock Borrowing Agreement.
- 27.2 The choice of law provision set forth in the Underwriting Documents will be recognised by the courts of Hong Kong.
- 27.3 Other than as disclosed in the Prospectus, there are no existing or announced Laws, policies, regulatory, administrative or other government initiatives or measures regarding the business of the Group which would have a Material Adverse Effect.

- 27.4 Any certificate signed by any officer of the Company or any of its Subsidiaries or the other Warrantor and delivered to the Sole Overall Coordinator or to the legal advisers to the Sole Overall Coordinator and the Underwriters pursuant to this Agreement or the International Underwriting Agreement shall be deemed a representation and warranty by the Company to each Underwriter as to the matters covered thereby.
- 27.5 None of the Warrantors and their respective directors and employees has provided to any investment research analyst, whether directly or indirectly, any Non-Public Information.
- 27.6 The Company has read and understood the Professional Investor Treatment Notice set forth in **Schedule 5** and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions “you” or “your” shall mean “the Company”, and “we” or “us” or “our” shall mean the Sponsor and the Sole Overall Coordinator.

SCHEDULE 5
Professional Investor Treatment Notice

1. You are a Professional Investor by reason of your being within a category of person described in the Securities and Futures (Professional Investor) Rules as follows:
 - 1.1 a trust corporation having been entrusted with under one or more trusts of which it acts as a trustee with total assets of not less than HK\$40 million (or equivalent) as stated in its latest audited financial statements prepared within the last 16 months, or in the latest audited financial statements prepared within the last 16 months of the relevant trust or trusts of which it is trustee, or in custodian statements or certificate, certified public accountant certificate issued to the trust corporation in respect of the trust(s) and public filing submitted by or on behalf of the trust corporation within the last 12 months;
 - 1.2 a high net worth individual having, on its own account or with associates on a joint account, a portfolio, or share as specified in a written agreement among the account holders and in the absence of such written agreement an equal share of a portfolio on a joint account with one or more persons other than the individual's associate, or a portfolio of a corporation which, at the relevant date, has as its principal business the holding of investments and is wholly owned by the individual, of at least HK\$8 million (or equivalent) in securities and/or currency deposits, as stated in a certificate from an auditor or professional accountant or in custodian statements issued to the individual within the last 12 months;
 - 1.3 a high net worth corporation or a corporation that wholly owns such high net worth corporation or partnership having total assets of at least HK\$40 million (or equivalent) or a portfolio of at least HK\$8 million (or equivalent) in securities and/or currency deposits, as stated in its latest audited financial statements prepared within the last 16 months or in a certificate from an auditor or certified public accountant, custodian statements issued to the corporation or partnership and public filing submitted by or on behalf of the corporation or partnership within the last 12 months;
 - 1.4 a corporation the sole business of which is to hold investments and which is wholly owned by any of one or more of the following persons (i) a trust corporation that falls within paragraph 1.1 above; (ii) an individual who falls within paragraph 1.2 above; (iii) a corporation or partnership that falls within paragraph 1.3 above; and (iv) a professional investor within the meaning of paragraph (a), (d), (e), (f), (g) or (h) of the definition of professional investor in section 1 of Part 1 of Schedule 1 to the Securities and Futures Ordinance.

We have categorised you as a Professional Investor based on information you have given us. You will inform us promptly in the event any such information ceases to be true and accurate. You will be treated as a Professional Investor in relation to all investment products and markets.

2. As a consequence of your categorisation as a Professional Investor, we are not required to fulfil certain requirements under the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (the "**Code**") and other Hong Kong regulations. While we may in fact do some or all of the following in providing services to you, we have no regulatory responsibility to do so.

2.1 Client agreement

We are not required to enter into a written agreement complying with the Code relating to the services that are to be provided to you.

2.2 Risk disclosures

We are not required by the Code to provide you with written risk warnings in respect of the risks involved in any transactions entered into with you, or to bring those risks to your attention.

2.3 Information about us

We are not required to provide you with information about our business or the identity and status of employees and others acting on our behalf with whom you will have contact.

2.4 Prompt confirmation

We are not required by the Code to promptly confirm the essential features of a transaction after effecting a transaction for you.

2.5 Information about clients

We are not required to establish your financial situation, investment experience or investment objectives, except where we are providing advice on corporate finance work.

2.6 Nasdaq—Amex Pilot Program

If you wish to deal through the Stock Exchange in securities admitted to trading on the Stock Exchange under the Nasdaq-Amex Pilot Program, we are not required to provide you with documentation on that program.

2.7 Suitability

We are not required to ensure that a recommendation or solicitation is suitable for you in the light of your financial situation, investment experience and investment objectives.

2.8 Investor characterisation/disclosure of sales related information

We shall not be subject to the requirements of paragraph 5.1A of the Code relating to know your client investor characterisation and paragraph 8.3A of the Code relating to disclosure of sales related information.

3. You have the right to withdraw from being treated as a Professional Investor at any time in respect of all or any investment products or markets on giving written notice to our Compliance Departments.

4. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise in the products and markets that you are

dealing in and are aware of the risks in trading in the products and markets that you are dealing in.

5. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have had explained to you the consequences of consenting to being treated as a Professional Investor and the right to withdraw from being treated as such as set out herein and that you hereby consent to being treated as a Professional Investor.
6. By entering into this Agreement, you hereby agree and acknowledge that we or our affiliates (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

SIGNATURE PAGE

THE COMPANY

EXECUTED AS A DEED
and SIGNED by Pavel MARŠÍK, director



for and on behalf of
百樂皇宮控股有限公司
PALASINO HOLDINGS LIMITED
in the presence of:-

Witness' signature:



Witness' name: SILVIE KASÍKOVÁ

SIGNATURE PAGE

THE WARRANTING SHAREHOLDERS

EXECUTED AS A DEED)
and SIGNED by CHIU Jennifer Wendy, director)
for and on behalf of)
FAR EAST CONSORTIUM INTERNATIONAL LIMITED)
遠東發展有限公司*)
in the presence of:-)



Witness' signature: 

Witness' name: Shui Kam LEE

* For identification purposes only

SIGNATURE PAGE

THE WARRANTING SHAREHOLDERS

EXECUTED AS A DEED

and SIGNED by HOONG Cheong Thard, director

)
)
)



for and on behalf of

AMPLE BONUS LIMITED

in the presence of:-

)
)
)

Witness' signature:



Witness' name:

Shui Kam LEE

SIGNATURE PAGE

THE SELLING SHAREHOLDER

EXECUTED AS A DEED)

and SIGNED by HOONG Cheong Thard, director)

for and on behalf of)

AMPLE BONUS LIMITED)

in the presence of:-)

)
) 
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)
)
)

Witness' signature:



Witness' name:

Shui Kam LTB

SIGNATURE PAGE

THE SPONSOR

SIGNED by **AMY CHOW**
for and on behalf of
GUOTAI JUNAN CAPITAL LIMITED
in the presence of:-

)
)
)
)
)
Amy Chow

Witness' signature: *X scaming zhu*

Witness' name: *朱 + 明*

SIGNATURE PAGE

THE SOLE OVERALL COORDINATOR

SIGNED by LI TAN JEAN)
for and on behalf of)
GUOTAI JUNAN SECURITIES (HONG KONG))
LIMITED)
in the presence of:-)



Witness' signature:



Witness' name: LILY CAI

SIGNATURE PAGE

SIGNED by LI TAN JEAN)
for and on behalf of)
GUOTAI JUNAN SECURITIES (HONG KONG))
LIMITED)
as attorney for and on behalf of)
each of the other HONG KONG)
UNDERWRITERS (as defined therein))
in the presence of:-)



Witness' signature:



Witness' name: LILY CAI