

AGREEMENT FOR THE SALE OF A COLLECTION OF CLAIMS AND RIGHTS – **DRAFT**

This *Agreement for the Sale of the Collection of Claims and Rights* (the "**Agreement**") is entered into on [...] 2024 between:

PBG Spółka Akcyjna w restrukturyzacji w likwidacji with its registered office in Wysogotowo, ul. Skórzewska 35, 62-081 Wysogotowo entered in the Register of Business Organisations of the National Court Register, which records are maintained by the District Court Poznań - Nowe Miasto and Wilda in Poznań, VIII Commercial Division of the National Court Register, entry number 0000184508, Polish tax identification number NIP 7772194746 (copy of the power of attorney enclosed) ("**PBG**"), represented by the administrator in the remedial proceedings **Zimmerman Filipiak Restrukturyzacja Spółka Akcyjna** with its registered office in Warsaw, Aleje Jerozolimskie 81, 02-001 Warsaw, entered in the Register of Business Organisations of the National Court Register, entry number 0000591282, which registration records are maintained by the District Court for the Capital City of Warsaw, Polish tax identification number NIP 7010527681, with share capital of PLN 100,000 paid in full (the "**Administrator**"), appointed by the District Court District Court Poznań - Stare Miasto in Poznań by the decision of 12 February 2020 in the case ref. no. XI Gr 101/19/mb (at present, the remedial proceedings are conducted under ref. XI GRs 2/20/mb),

hereinafter referred to as the "**Seller**",

and

[**NAME**], address: [street, house number, premises number of the Client's residence], [postcode] city/[town], identity card number PESEL : [PESEL number], holding the following identity document [name of identity document] with series and number: [series and number of identity document],

[**NAME (BUSINESS NAME)**], [form of organisation], address: [street, house number, registered office], [postal code], [city/town], registered with [name of register] under number [relevant registration number], which registration records are maintained by [name of court], with share capital of [amount of share capital], paid up in the amount of PLN [amount of paid-up share capital], having the following number NIP [taxpayer identification number],

hereinafter referred to as the "**Buyer**".

The Seller and the Buyer are hereinafter collectively referred to as the "**Parties**" and each individually as "**Party**",

The Parties have agreed as follows:

1 DEFINITIONS

In addition to the phrases defined in other parts of the Contract, the Parties agreed to define the following phrases in this paragraph:

(a) "**Shares**" means shares representing a total of 49% of the share capital of Energopol-Ukraine and representing in total 49% of the votes at the shareholders' meeting of Energopol-Ukraine, owned by Eastern Invest;

(b) "**Certificates**" means 234,103 registered investment certificates acquired by PBG from DIALOG PLUS pursuant to the following agreements:

- 1) the sale agreement dated 16 February 2010 involving the sale of 91,237 securities with a unit price (contractual) value of UAH 1,000 (one thousand hryvnias);
- 2) the sale agreement of 16 February 2010 involving the sale of 761,000 securities with a unit exchange rate (contractual) value of UAH 1,000 (one thousand hryvnias);
- 3) a sale agreement dated 6 May 2010 covering the sale of 3,915 securities with a unit exchange rate (contractual) value of UAH 1010.28 (one thousand ten 28/100 hryvnias);
- 4) sale agreement of 1 June 2010 covering the sale of 7,825 securities with a unit exchange rate (contractual) value of UAH 1010.54 (one thousand ten 54/100 hryvnias);
- 5) sale agreement of 14 September 2010 involving the sale of 9,764 securities with a unit exchange rate (contractual) value of UAH 1011.55 (one thousand eleven 55/100 hryvnias);
- 6) sale agreement of 1 October 2010 involving the sale of 3,912 securities with a unit exchange rate (contractual) value of UAH 1012.37 (one thousand twelve 37/100 hryvnias);
- 7) sale agreement of 19 November 2010 comprising the sale of 13,836 securities with a unit exchange rate (contractual) value of UAH 1012.36 (one thousand twelve 36/100 hryvnias);
- 8) sale agreement of 24 January 2011 covering the sale of 14,087 securities with a unit exchange rate (contractual) value of UAH 1013.22 (one thousand thirteen 22/100 hryvnias);
- 9) sale agreement of 17 March 2011 covering the sale of 5,480 securities with a unit exchange rate (contractual) value of UAH 1013.98 (one thousand thirteen 98/100 hryvnias);
- 10) rate (contractual) value of UAH 1013.97 (one thousand thirteen 97/100 hryvnias) together with the amendment agreement of 20 March 2012 - reducing the number of

securities to 83,286 with a unit exchange rate (contractual) value of UAH 1013.97 (one thousand thirteen 97/100 hryvnias).

(c) "**DIALOG PLUS**" means a limited liability company- asset management Enterprise - "DIALOG PLUS" representing a closed-end non-diversified equity investment fund of the type ventures "Direct Investment Fund – Prospective Property", code 35829159;

(d) "**Energopol-Ukraine**" means a company incorporated under the laws of Ukraine, operating under the business name of Energopol-Ukraine Closed Joint Stock Company with its registered office in Ukraine, in Kiev, address: 1 Kondratiuka Street, registered in the Unified State Register of Legal Entities and Individual Entrepreneurs (JPR) (Єдиний державний реєстр юридичних осіб та фізичних осіб - разичних осіб). підприємців (ЄДР) entry number 20022334;

(e) "**Shares**" means **37,740** (thirty-seven thousand seven hundred and forty) shares in the share capital of Wschodni Invest, with a unit nominal value of PLN 100.00 (one hundred zlotys) nominal value, with a total nominal value of PLN 3,774,000. PLN (three million seven hundred and seventy-four thousand zlotys);

(f) "**Wschodni Invest**" means a company, operating under the name of Wschodni Invest limited liability company with its registered office in Wysogotowo, address: ul. Skórzewska 35, entered in the Register of Business Organisations of the National Court Register, entry number 0000317584, which registration records are maintained by the District Court in Poznań - Nowe Miasto and Wilda in Poznań, VIII Commercial Division of the National Court Register, Polish business identification number REGON: 300987617, Polish tax identification number NIP: 7811828989;

(g) "**Claim I**" means a claim in the principal amount of USD 6,300,000 (six million three hundred thousand US dollars) plus interest, which is owed by PBG to Eastern Invest under the following agreements:

- 1) a loan agreement dated 20 August 2009 in the principal amount of USD 1,000,000 (one million US dollars) plus interest;
- 2) a loan agreement dated 6 October 2009 for the principal amount of USD 1,380,000 (one million three hundred and eighty thousand US dollars) plus interest;
- 3) loan agreement dated 26 October 2009 for the principal amount of USD 1,150,000 (one million one hundred and fifty thousand US dollars) plus interest;
- 4) a loan agreement dated 20 November 2009 in the principal amount of USD1,470,000 (one million four hundred and seventy thousand US dollars) plus interest;
- 5) a loan agreement dated 17 December 2009 in the principal amount of USD 1,300,000 (one million three hundred thousand US dollars) together with interest;

(h) "**Claim II**" means a claim in the amount of PLN 19,231,920 (nineteen million two hundred and thirty-one thousand nine hundred and twenty zlotys) arising from the loan agreement dated 19 June, 2009, which was originally owed to PBG by Dariusz Szymański and then, under Supplementary Agreement to the debt transfer agreement dated 19 June, 2009 entered into on 30 June, 2010 between PBG and Energopol-Ukraine, is owed to PBG by Energopol-Ukraine;

(i) "**Collection of Claims and Rights**" means collectively the Shares, the Certificates, Claim I and Claim II.

2. REPRESENTATIONS OF THE PARTIES

2.1 The Seller represents that:

(a) the Seller is subject to restructuring and liquidation proceedings;

(b) the Seller is the sole owner of the Shares and has exclusive rights to the Shares that the Seller validly and effectively took up or acquired;

(c) the Seller is the sole shareholder of its subsidiary company, Wschodni Invest, which holds exclusive rights to the Shares which Wschodni Invest took up validly and effectively;

(d) the Collection of Claims and Rights is not subject to any security interest, in particular is not encumbered by any limited rights in rem, such as: pledge, registered pledge, fiscal pledge or usufruct. Furthermore, the Collection of Claims and Rights is not subject to any collateral bond;

(e) there are no judicial or arbitral proceedings or enforcement or administrative proceedings which would affect the Collection of Claims and Rights or which would affect the performance of the Agreement in accordance with its terms;

(f) to the best of its knowledge, there are no factual or legal circumstances which would prevent entering into the Agreement, subject to clause 3.2 below;

(g) the sale of the Collection of Claims and Rights under the terms of the Agreement is not subject to restrictions;

2.2 The Buyer represents that:

(a) the Buyer has obtained all required consents and approvals to enter into the Contract;

(b) to the best of its knowledge, there are no actual or legal circumstances which would prevent entering into the Agreement;

(c) the Buyer knows Eastern Invest, Energopol-Ukraine and DIALOG PLUS, including their financial condition and considers this information to be sufficient;

(d) the number of Certificates was determined based on the information of the Buyer obtained from "DIALOG PLUS" and the Seller does not have all the original documents of the Certificates the rights to which are transferred by this Agreement and the Buyer accepts this condition;

(e) the Agreement has been validly entered into and constitutes a binding obligation of the Buyer, enforceable in accordance with its terms;

(f) the acquisition of the Collection of Claims and Rights under the terms of the Agreement is not subject to any restrictions;

(g) it is solvent, and the execution and performance of this Agreement (i) will not have the effect of prejudicing the creditors of the Buyer, or (ii) will not make it wholly or partially impossible to satisfy a third party's claim.

3. SALE OF THE COLLECTION OF CLAIMS AND RIGHTS

3.1 Subject to the condition set forth in clause 3.2 below, the Seller hereby sells the Collection of Claims and Rights to the Buyer, and the Buyer purchases the said Collection of Claims and Rights for the Sale Price set forth in clause 4.1.

3.2 The Sale shall take place on the condition that the Judge-Commissioner in charge of the Seller's restructuring proceedings consents to the Sale of the Collection of Claims and Rights. The same applies to the consent to the Sale by the PBG Creditors' Council. The stipulation referred to in the preceding sentences shall not apply in the event that, prior to the date of making the Agreement, the Remedial Proceedings currently pending against the Seller are completed, when the consent to enter into the Agreement will have to be granted by the Seller's statutory bodies, including its Supervisory Board.

3.3 All rights and obligations arising from the sale of the Collection of Claims and Rights shall be transferred to the Buyer with the payment of the Sale Price specified in clause 4.1.

3.4 The Parties unanimously agree to fully exclude the Seller's liability under warranty for physical or legal defects of the Collection of Claims and Rights and for the condition of the assets of Wschodni Invest, Energopol-Ukraine, DIALOG PLUS and the Seller in respect of the Collection of Claims and Rights held by the Seller.

4. SALE PRICE

4.1 In exchange for the transfer of ownership of the Collection of Claims and Rights, the Buyer agrees to pay to the Seller the sale price in the amount of PLN [...] ([...]) ("**Sale Price**").

4.2 The Sale Price consists of the value of the Collection of Claims and Rights in the amount of PLN [...] ([...]) and the sale price of the Collection of Claims and Rights in the amount of USD 400,000 (four hundred thousand US dollars).

4.3 The Buyer agrees to pay the Sale Price to the Seller by bank transfer within [...] (...) days from the date of the Agreement, to the Seller's bank account number: [...].

4.4 Title to the Collection of Claims and Rights shall pass to the Buyer upon payment in full of the Sale Price.

5. OTHER OBLIGATIONS OF THE PARTIES

5.1 The obligation to pay the tax on civil law transactions shall be borne by the Buyer.

5.2 The Seller shall pay all costs and expenses related to the negotiation, preparation, entering into and execution of the Contract.

6. GOVERNING LAW AND DISPUTE RESOLUTION

This Contract shall be governed by the law of the Republic of Poland and all its provisions shall be interpreted in accordance with the law of the Republic of Poland. Any disputes arising out of or in connection with this Agreement shall be settled by the Polish common courts having jurisdiction over the Seller's registered office

7. SEVERABILITY OF PROVISIONS AND SEVERABILITY CLAUSE

If any provision of the Contract is found by a competent court to be illegal, invalid or unenforceable to any extent under the law, in which case such provision (to the extent that it remains invalid or unenforceable) shall be deemed ineffective and shall not form part of the Agreement, but the remaining provisions of the Agreement shall not cease to apply in force, unless the Parties in all probability (taking into account the economic interest) would not have entered into the Agreement without such a provision. In the event that part of a provision is invalid or unenforceable, the remaining part of such provision shall remain in force and effective. The parties undertake to use all reasonable endeavours to replace the invalid or unenforceable provision with another valid and enforceable provision.

8. AMENDMENTS TO THE AGREEMENT

Any changes, amendments, supplements or other modifications to the terms or provisions of the Agreement shall, in order to be valid, require written form with notarised signatures.

9. COPIES OF THE AGREEMENT

The Agreement was made in 2 (two) copies, 1 (one) copy for the Seller and 1 (one) copy for the Buyer.

SIGNATURES OF THE PARTIES

SELLER:

Signature: _____

Name: [...]

BUYER:

Signature: _____

Name: [...]

Warsaw - Wysogotowo, on [-] March 2024