

BUSINESS OFFER LETTER
TERMS AND CONDITIONS OF PARTICIPATION IN THE PROCESS OF SELLING THE ASSETS OF THE KIEV
DEVELOPMENT PROJECT

Dear Sir/ Madam

Acting for and on behalf of Zimmerman Filipiak Restrukturyzacja S.A., a company with its registered office in Warsaw (hereinafter: **ZFR** or **Administrator**), appointed by the District Court Poznań - Stare Miasto in Poznań XI Commercial Division for Bankruptcy and Restructuring under the decision of 12 February 2020 in the case file No. XI GR 101/19/MB as administrator in the remedial proceedings of the debtor PBG S.A. in restructuring in liquidation with its registered office in Wysogotowo (hereinafter: **PBG** or the Company), as the Vice President of the Management Board authorised to represent the administrator independently (printout of information corresponding to the current excerpt from the register of business organisations of the National Court Register available to the public online), I would like to invite you to the process of sale of the further indicated collection of claims and rights of PBG and Wschodni Invest Sp. z o.o. with its registered office in Warsaw (hereinafter: Wschodni Invest) related to a development project in Kiev, Ukraine (hereinafter: Collection of Claims and Rights) carried out by a company incorporated under Ukrainian law operating under the business name Energopol - Ukraina Spółka Akcyjna Zamkniętego Typu, with its registered office in Ukraine, in Kiev, entered in the Unified State Register of Legal Entities and Individual Entrepreneurs under number: 20022334 (hereinafter: Energopol - Ukraine), against which bankruptcy proceedings are currently underway in accordance with the Ukrainian law. Hereinafter, the sale of the described Collection of Claims and Rights is also referred to as **the Contemplated Transaction**.

The Collection of Claims and Rights covered by the Contemplated Transaction comprise in total:

- a) **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), with a total nominal value of PLN 3,774,000. (three million seven hundred and seventy-four thousand zlotys) hereinafter referred to as **the Shares**;
- b) **234,103** registered investment certificates acquired by PBG from the limited liability company asset management Enterprise - "DIALOG PLUS" constituting a closed-end non-diversified equity ventures investment fund "Direct Investment Fund - Prospective Property", code 35829159 (hereinafter: **DIALOG PLUS**) pursuant to the following agreements (hereinafter collectively: **Certificates**):
 - 1) sale agreement dated 16 February 2010 involving the sale of 91,237 securities with a unit exchange rate (contractual) value of UAH 1,000 (one thousand hryvnias);

- 2) a sale agreement dated 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 involving the sale of 3,915 securities with a unit exchange rate (contractual) value of UAH 1010.28 (one thousand ten 28/100 hryvnias);
 - 4) sales agreement dated 1 June 2010 involving the sale of 7,825 securities with a unit exchange rate (contractual) value of UAH 1010.54 (one thousand ten 54/100 hryvnias);
 - 5) a sale agreement dated 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) a sale agreement dated 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 dated 19 November 2010 involving the sale of 13,836 securities with a unit exchange rate (contractual) value of UAH 1012.36 (one thousand twelve 36/100 hryvnias);
 - 8) the sale agreement dated 24 January 2011 involving 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 dated 17 March 2011 involving the sale of 5,480 securities with a unit exchange rate (contractual) value of UAH 1013.98 (one thousand thirteen 98/100 hryvnias);
 - 10) the sale agreement dated 30 March 2011 involving the sale of 250,000 securities with a unit exchange rate (contractual) value of UAH 1013.97 (one thousand thirteen 97/100 hryvnias) together with the amendment agreement dated 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) **a claim** in the principal amount of USD 6,300,000 (six million three hundred thousand US dollars) plus interest owed by PBG to Eastern Invest under the following agreements (collectively, **Claim I**):
- 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 in 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 in the principal amount of USD 1,150,000 (one million one hundred and fifty thousand US dollars), plus interest;
 - 4) loan agreement dated 20 November 2009 in the principal amount of USD 1,470,000 (one million four hundred and seventy thousand US dollars), plus interest;
 - 5) loan agreement dated 17 December 2009 in the principal amount of USD 1,300,000 (one million three hundred thousand US dollars) plus interest.
- d) **a claim** in the amount of PLN 19,231,920 (nineteen million, two hundred and thirty-one thousand, nine hundred and twenty złoty) arising under a loan agreement dated June 19th 2009, which was originally owed to PBG by Dariusz Szymański and subsequently, under a Supplementary Agreement to the Debt Transfer Agreement of June 19th 2009, entered into on June 30th 2010 between PBG and Energopol-Ukraine, is owed to PBG by Energopol-Ukraine (hereinafter referred to as **Claim II**).

Schedule 1 to this letter presents the draft of the Agreement for the Sale of the Collection of Claims and Rights (hereinafter: **Draft Sale Agreement**) that could be entered into with the buyer of the Collection of Claims and Rights after the selection of its Offer.

It is the intention of the Manager and the Company to conduct a transparent process for all stakeholders of the Company, including in particular shareholders and creditors of the Company, for the sale of its assets, that is, the Collection of Rights and Claims. Therefore, in this letter we present the conditions under which the process of sale of the Collection of Claims and Rights will be conducted, in particular the Company's expectations regarding the timing of the next steps and the content of the offers submitted by potential investors interested in the implementation of the Contemplated Transaction.

I. Confidentiality

Given the fact that the Company is a joint-stock company which shares are listed on the Warsaw Stock Exchange, it is of utmost importance to maintain confidentiality and ensure appropriate communication rules in connection with the process of implementation of the Contemplated Transaction.

A model confidentiality agreement is attached as Schedule 2 to this letter. Should you have any comments on this draft, you are kindly requested to contact us in accordance with Section VI of this letter.

II. Rules of communication

Taking into account the need to ensure confidentiality in the context of the sale process of the Collection of Rights and Claims, as well as the need to make this process as efficient as possible, we would like to point out, that henceforth all written or verbal communications regarding this process should be directed only to the representatives of the Manager or the Company identified in section VI of this letter.

III. Disclaimers

- 1) The Administrator or the Company will not be obliged to accept, evaluate or approve any proposal or offer made by an investor.
- 2) In the Agreement for the Sale of the Collection of Claims and Rights, 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-Ukraina, DIALOG PLUS and the Seller in respect of the Collection of Claims and Rights held by the Seller will be excluded.
- 3) Due to the Remedial Proceedings initiated against the Company in the decision of 12 February 2020, the Company stipulates that the execution of the Contemplated Transaction, i.e. entering into the sale agreement (of the Collection of Rights and Claims) with the potential Investor, is also conditional on the approval for the execution of the Contemplated Transaction by the Judge-Commissioner of PBG and the PBG Creditors' Council. The proviso referred to in

the preceding sentence shall not apply in the event that prior to the date of entering into the Agreement for the Sale of the Collection of Rights and Claims the Remedial Proceedings currently underway against the Company are terminated, in which case consent to enter into the Sale Agreement will have to be granted by the statutory bodies of the Company, including its Supervisory Board.

- 4) Neither this letter nor any communication from the Manager or the Company constitutes encouragement or advice with respect to the situation of the Companies or the Investor's participation in the Contemplated Transaction.

IV. Process of the sale of the Collection of Claims and Rights

A. Provision of Information Concerning the Collection of Claims and Rights:

Following the delivery by the Investor of the signed confidentiality undertaking referred to in section I of this letter in accordance with the timetable set out in section V of this letter, the Company plans to allow investors to analyse the documents in its possession relating to the Contemplated Transaction by granting them access to the Virtual Data Room ("**VDR**"), which will contain data, information and documents relating to the Collection of Rights and Claims.

Access to the VDR will be granted by the Company no sooner than 1 (one) day after the delivery of a list containing the details of the representatives of the relevant investor and its advisers, if any, who are to be granted access to the VDR (the "**VDR Users**"). The procedures relating to access to the VDR will be communicated separately and each VDR User will be required to accept them before accessing the VDR. The Company reserves the right, at any time and in its sole discretion, to restrict or terminate access to the VDR by any or all VDR Users.

All information included in the VDR is subject to the confidentiality obligations referred to in section I of this letter.

B. Submission of the Offer and payment of the Bid Security:

An interested Purchaser (Investor), including one to whom information relating to the offered Collection of Claims and Rights has been made available within the VDR after entering into a confidentiality agreement, will be able to submit an offer to purchase the offered Collection of Claims and Rights (hereinafter: **the Offer**) within the timeframe referred to in the schedule set out in section V of this letter. In doing so, it is stipulated that only timely submitted Offers will be considered, which will jointly meet the following conditions, from which the Administrator and the Company do not provide for any exceptions and negotiations:

- 1) the Offer submitted will include an Indication of the offered price for the Collection of Claims and Rights at which the Investor is willing to purchase the Collection of Claims and Rights (**the**

"Price"), which shall not be less than USD 1,400,000.00 (in words: one million four hundred thousand US dollars 00/100);

- 2) the Offer submitted will indicate details of the sources of funding for the purchase of the Collection of Claims and Rights, together with confirmation of the ability to secure their availability at the time ensuring uninterrupted implementation of the sales schedule;
- 3) the submitted Offer shall be accompanied by a signed declaration of the Investor on the absence of any relations with the Russian Federation, including as to the sources of funds to be used for the payment of the Price, in accordance with the model presented within Schedule No. 3 hereto;
- 4) the submitted Offer will include a comprehensive statement regarding the identification of the Investor's real beneficiaries or entities whose interests it represents;
- 5) the submitted Offer shall include, if selected, an unconditional commitment to enter into the Agreement for the Sale of the Collection of Claims and Rights (the offer validity period), within the period consistent with the schedule presented in section V of this letter;
- 6) the submitted Offer and the accompanying documents will be submitted in Polish or English in their entirety or together with a sworn translation into Polish or English, in case the Offer or its accompanying documents are submitted in a language other than Polish or English;
- 7) the submitted Offer will be signed by the Investor's authorised representatives or its attorney-in-fact, and the Offer will be accompanied in particular by excerpts from relevant registers confirming this and/or the power of attorney granted, subject to subjecting the Offer and the documents from which the signatory derives its right to represent the Investor to the procedure of legalisation and authorisation of documents in international trade appropriate for the Investor's country.

The Offer should be submitted by the deadline in accordance with the schedule presented in section 5 of this letter to the following address of the Administrator: **Zimmerman Filiipiak Restrukturyzacja S.A., Aleje Jerozolimskie 81, 02-001 Warsaw.**

It is further stipulated that only Investors' Offers will be taken into consideration, who will pay the bid security (hereinafter: **the Bid Security**) to the Company's account by the date indicated in the schedule presented in section V of this letter, in accordance with the following rules:

- 1) the bid security shall be paid in an amount equal to: USD 140,000 (in words: one hundred and forty thousand US dollars 00/100);
- 2) the bid security shall be paid into the PBG Company's bank account opened and managed by the PBG Company Administrator with the number: PL 73 1090 1362 0000 0001 5740 2417 maintained by Santander Bank Polska S.A. (hereinafter: **the Bid Security Account**);
- 3) The Bid Security Account shall be credited with the amount of the Bid Security not later than on the final day of submission of the Offers in accordance with the schedule presented in section V hereof.

The Bid Security paid will be returned immediately after the day of selection of the Offer in accordance with the schedule presented in the section V of this letter, except that the Bid Security paid by the

Investor whose Offer was selected will be credited against the offered Purchase Price of the Collection of Claims and Rights.

The Bid Security will not be refunded to the Investor whose Offer is selected and who will unreasonably evade entering into The Agreement for the Sale of the Collection of Claims and Rights.

V. Timetable for the process of sale of the Collection of Claims and Rights

The Administrator indicates that the process of soliciting an Investor interested in acquiring the Collection of Claims and Rights will be conducted in accordance with the following timetable:

Activity	Period
Start of the process	18 March 2024
Entering into confidentiality agreements	from 19 March to 5 April 2024
Release of information under the VDR	to 19 April 2024
Final day for submission of Offers	22 April 2024 until 16:00
Selection of the Offer	26 April 2024
Obtaining the consents required for entering into the Sale Agreement (including the consent of the Judge- Commissioner and the PBG Creditors' Council and/ or the Company's statutory bodies, in accordance with the disclaimers outlined above	from 30 June 2024
Entering into the Agreement for the Sale of the Collection of Claims and Rights (final validity date of the Offers)	up to 7 days after obtaining the required consent

VI. Contact Information

All enquiries in relation to the Contemplated Transaction, including requests for entering into a confidentiality agreement in accordance with Schedule 2 and for the release of data and information under the VDR on the terms set out in this letter, should be addressed exclusively by authorised representatives of the Investors to the following addresses only:

in writing to the address of the Administrator of PBG:

Zimmerman Filipiak Restrukturyzacja S.A.,

Aleje Jerozolimskie 81

02-001 Warsaw

by electronic correspondence to:

pbg@zfrsa.pl

VII. General matters

- The languages of the proceedings for the sale of the Collection of Claims and Rights will be Polish and English, subject to the priority of the Polish language;
- Polish law will govern the proceedings for the sale of the Collection of Claims and the Rights;
- Any questions concerning this letter should be sent to the addresses indicated in section VI.

- Yours faithfully,

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Bartosz Sierakowski – Vice – President of the Management Board
Zimmerman Filipiak Restrukturyzacja S.A. –
Administrator of PBG S.A. w restrukturyzacji w likwidacji

Schedule No. 1 - Model Agreement for Sale of Claims and Rights

Schedule No. 2 - Model Non-Disclosure Agreement (NDA).

Schedule No. 3 - Investor's declaration of no relations with the Russian Federation