

RULES OF TENDER

Sale of EUR 433,062,828 receivable from Adularya and related claims

Enerji Elektrik Uretimi ve Medencilik A.S.

1. DEFINITIONS

In this document:

Advisor or **EY** shall mean Ernst & Young, s.r.o., ID No. (IČO) 267 05 338, with its registered seat at Prague 1 - Nové Město, Na Florenci 2116/15, Postal Code 110 00, Czech Republic, file No. C 108716 maintained by Municipal Court in Prague;

Bid shall have the meaning as stated in Article 10.2 of these Rules;

Bid Bond shall have the meaning as stated in Article 6.14 of these Rules;

Commercial Register shall mean the Czech commercial register defined in Act No. 304/2013 Coll., on Public Registers;

Company shall mean Adularya Enerji Elektrik Üretimi ve Madencilik A.Ş., registered with the Ankara Chamber of Commerce with ID No. 243 981, with its registered seat at Mutlukent Mahallesi 1942. Cadde No. 45, Cayyolu – Yenimahalle, Ankara, Turkey;

Conditions of Participation in the Tender shall mean (i) meeting the Qualification Criteria; and (ii) submitting the documents pursuant to Article 6 of these Rules in a form that meets the necessary requirements given by these Rules; and (iii) meeting all other requirements of the participation in the Tender;

Confidentiality Agreement shall mean the confidentiality agreement corresponding to the document given in Annex No. 2;

CEB shall mean Czech Export Bank a.s., ID No. (IČO) 630 783 33, with its registered seat at Prague 1 - Vodičkova, 701/34, Prague 1, Postal Code 111 21, Czech Republic;

Dataroom shall mean a digital storage space accessible through the internet with a web interface;

Dataroom End User Agreement shall mean the document given in Annex No. 4 to these Rules;

Deposit account shall mean an account where the deposit should be transferred with the following details: IBAN DE09500700100949420400, SWIFT: DEUTDEFF, recipient: Česká exportní banka, a.s.

Guarantor shall mean Naksan Plastik ve Enerji San. ve Tic. A.S, registered with Gaziantep Chamber of Commerce with ID No. 8440, with its registered seat at Başıpınar (Organize) OSB Mahallesi, 1. Organize Sanayai Bölgesi, Cadde No. 83118, No: 6 Şehitkamil, Gaziantep, Republic of Turkey. Naksan Plastik is a part of Naksan Holding Group.

Information Memorandum shall mean a memorandum containing information about the Company and the Receivable which is suitable to serve as the basis for the Interested Party to submit the Bid;

Interested Party shall have the meaning as stated in Article 5 of these Rules;

Last Moment for Bid Submission shall mean 31st January 2021;

Last Moment for Submitting the Applications shall mean 31st December 2020;

Moment of the Dataroom Opening shall have the meaning given in Article 8 of these Rules;

Participant shall have the meaning stated in Article 7.8 of these Rules;

Power Plant shall mean the Yunus Emre lignite power plant in Koyunağılı-Mihalıççık, Eskişehir province in Turkey which is owned by the Company;

Purchase Contract shall mean the contractual documentation stipulating the terms and conditions of the acquisition of the Receivable;

Purchase price shall mean the total price paid by the Winner for the acquisition of the Receivable.

Qualification Criteria shall mean the criteria stated in Article 5 of these Rules;

Receivable shall mean the loan receivable of CEB towards the Company as stated in Article 2 of these Rules;

Related Group shall mean all entities (whether they possess a legal personality or not) controlled, directly or indirectly, by the Interested Party or the Participant, all entities (whether they possess a legal personality or not) controlling, directly or indirectly, the Interested Party or the Participant, all entities (whether they possess a legal personality or not) that are, jointly with the Interested Party or the Participant, controlled, directly or indirectly, by the same controlling entity (whether it possesses a legal personality or not) and all entities (whether they possess a legal personality or not) with whom the Interested Party or the Participant constitutes a holding; the term to control shall mean to hold an ownership interest and/or an interest in the voting rights equal to or exceeding 25 (twenty five) percent in the controlled entity (whether it possesses legal personality or not); the term controlling entity shall mean an entity (whether it possesses legal personality or not) that controls according to the previous sentence the controlled entity (whether it possesses legal personality or not); the term holding shall be construed in compliance with Act No. 90/2012 Coll., as amended;

Rules shall mean this document including all its annexes; the Rules constitute the terms and conditions of the Tender;

Statement for the Purposes of Dataroom Access shall mean the document given in Annex No. 3 to these Rules;

Tender shall have the meaning as stated in Article 3 of these Rules;

TMSF shall mean the Savings Deposit Insurance Fund (*Tasarruf Mevduatı Sigorta Fonu*) of Turkey.

Winner shall mean the Participant who was chosen as the winner of the Tender pursuant to Article 11 of these Rules.

2. PREAMBLE

- 2.1 CEB is a state-owned Czech banking institution the main focus of which is financial services provided to Czech exporters and their partners and forms one of the pillars of the government's pro-export policy system. As of the date of these Rules, CEB's long term credit rating stands at AA- (Standard & Poor's) and Aa3 (Moody's Investor Services).
- 2.2 CEB provided a loan to the Company in the amount of EUR 486m in 2009 for the purpose of constructing and developing the Power Plant.
- 2.3 CEB has announced an intention to sell the Receivable as well as its rights to certain security and credit enhancement, all as detailed below in Article 3 of these rules (*Subject Matter and Goal of the Tender*).
- 2.4 The Company is currently controlled by TMSF as are other affiliates of Naksan Holding including the Guarantor.

2.5 EY has been mandated by CEB to act as the exclusive financial advisor for the Transaction. All requests for information or questions regarding the proposed process should be directed to EY.

3. SUBJECT MATTER AND GOAL OF THE TENDER

3.1 The subject matter of this Tender is the sale of the Receivable and related rights, as follows:

(a) **Total outstanding amount** - EUR 553,049,928 which comprise the following:

(i) Principal - EUR 433,062,828

(ii) Interest and fees as of 1/9/2020 - EUR 119,798,448

(b) **Seniority** – senior.

(c) **Related Rights:**

(i) **Security** – Pledge on the commercial enterprise constituting the Yunus Emre lignite-fired power plant and the coal mine, mortgage on the immovable properties held by the Company including the usufruct rights over the site where the power plant is constructed, assignment of the receivables arising from the Company's contracts and the electricity generation license, pledge on the shares and accounts of the Company; and

(ii) **Credit enhancement** - guarantee provided by the Guarantor under English law,

(the "Related Rights").

(d) **Governing law** of Receivable – English law.

3.2 The goal of the Tender is selection of the best investor to acquire the Receivable and the Related Rights.

4. BRIEF SUMMARY OF THE PROCEDURE OF THE TENDER

4.1 The Tender consists of one round with the following parameters:

(i) after fulfilment of the Conditions of Participation in the Tender, the Participant will be provided with a copy of the Information Memorandum;

(ii) the Participants will be provided with the access to information concerning the Receivable and the Related Rights according to Article 8 of the Rules and will be entitled to submit comments to the draft Purchase Contract;

(iii) consequently, after presentation of the complete and final Purchase Contract pursuant to Article 9.3 of these Rules, the Participants will submit their Bid under the terms and conditions of the complete and final Purchase Contract.

4.2 The selection criteria include (i) proposed and guaranteed total Purchase price for the acquisition of the Receivable and the Related Rights and (ii) Purchase price payment terms.

4.3 The Advisor will submit received Bids to the CEB who will make the final decision.

5. QUALIFICATION CRITERIA

5.1 In order to participate in the Tender, each Interested Party is bound to meet the following criteria:

- (a) the Interested Party is not in liquidation or a process similar to liquidation under Czech or any foreign law and a decision leading to such a liquidation has not been proposed or taken;
- (b) the Interested Party under Czech or any foreign law:
 - (i) is not insolvent, no insolvency petition or petition for moratorium has been filed against the Participant, no decision permitting the reorganisation of the Participant has been issued and the Participant does not intend to file or initiate the filing of any such petition;
 - (ii) has not been declared insolvent or bankrupt, no reorganisation has been approved and no moratorium has been declared in respect of the Interested Party and no insolvency or bankruptcy petition in respect of the Interested Party has been rejected on the grounds of insufficient funds;
 - (iii) has not commenced negotiation on a reorganisation plan, restructuring plan, or any other similar plan, nor have any such plans been prepared or negotiated by a third party on its behalf;
 - (iv) has not been summoned to make a statement on assets, nor is the Interested Party aware of any petition to make a declaration on the Interested Party's assets;

and there is no threat of any of the events under this letter occurring;

- (c) the Interested Party has sufficient funds to meet its obligations arising from the participation in the Tender and from the Purchase Contract and other contracts signed on the basis of or in connection with the Purchase Contract; these funds shall not be generated by activities considered criminal;
- (d) the Interested Party complies with applicable anti-money laundering legislation requirements which are further described in Annex No. 1;
- (e) the Interested party or any entity (whether it possess legal personality or not) which is part of the Related Group does not have any unpaid overdue debt against the Czech Republic and/or its bodies and/or any entities directly controlled by it and does not participate as a plaintiff or a defendant in any judicial or arbitration proceedings with the Czech Republic and/or its bodies and/or any entities directly controlled by.

5.2 The Interested Party is obliged to inform CEB and the Advisor by e-mail, without undue delay after a change arises or after the Participant becomes aware of a change, or of any change which occurs in the course of the Tender in the facts that are key for the decision as to whether the Interested Party and/or Participant meets the Qualification Criteria.

6. CONDITIONS FOR PARTICIPATION IN THE TENDER

6.1 In order to receive the Information Memorandum, the Interested Party shall deliver 3 (three) copies of the duly completed Confidentiality Agreement signed by the respective Interested Party to the Advisor; the signature shall be officially authenticated.

6.2 After fulfilling the obligation stated in Article 6.1 of these Rules, the Interested Party shall be provided with the Information Memorandum without undue delay.

6.3 In order to apply for participation in the Tender, the Interested Party shall deliver the following documents to the Advisor at the latest at the Last Moment for Submitting the Applications:

- (a) one original of the duly completed Application signed by the Interested Party;

- (b) documentation regarding the person of the Interested Party:
 - (i) for legal entities: documentation attesting to the legal personality (capacity to possess rights and duties) of the Interested Party; the legal personality may be established by an original or certified copy of a certificate of incorporation in the Commercial Register or, in the case of foreign legal entities, an original or certified copy of a certificate of incorporation in a foreign register similar to the Commercial Register or an original or certified copy of another similar document establishing the Interested Party's legal personality; as at the date of receipt of the Application, the certificate or document shall be no older than three (3) months;
 - (ii) for natural persons: a copy of an identification card attesting the personality of the Interested Party valid according to the legislation of the respective country together with a signed affidavit stating that the identification card on the copy belongs to the respective Interested Party, that the CEB and the Advisor are authorized to hold and dispose with this copy of the identification card for the purposes of the Tender and that the Interested Party has full capacity to perform rights and duties; as at the date of receipt of the Application, the affidavit shall be no older than three (3) months;
 - (c) one original of a duly completed Statement of the Fulfilment of Qualification Criteria signed by the Interested Party;
 - (d) one original of a duly completed Statement of the Group's Structure signed by the Interested Party; in individual and justified cases CEB may allow to submission of the Statement of the Group's Structure in a more limited scope than as described in the definition of the Statement of the Group's Structure in Article 1 of these Rules;
 - (e) one original of a duly completed Statement for the Purposes of Dataroom Access signed by the Interested Party.
- 6.4 The documents submitted by the Interested Party pursuant to Article 6.3 of these Rules shall all be either (i) signed by the same person who has signed the Confidentiality Agreement pursuant to Article 6.1 of these Rules or (ii) signed by a person other than the person who signed the Confidentiality Agreement pursuant to Article 6.1 of these Rules in which case the signature on the Application shall be officially authenticated.
- 6.5 If the signed affidavit of the natural person pursuant to Article 6.3(b)(ii) of these Rules does not clearly imply its capacity to perform its rights and duties in the scope of this Tender, the Interested Party shall prove such capacity by an original or authenticated copy of another document.
- 6.6 The Application and other documents signed by the Interested Party which is a legal entity must be signed by persons authorized to act on behalf of the Interested Party. If the certificate of incorporation in the Commercial Register or, in the case of foreign legal entities, the certificate of incorporation in a foreign register similar to the Commercial Register, does not clearly imply the authorization of the persons acting on behalf of the Interested Party, the Interested Party shall prove such authorization by an original or authenticated copy of another document.
- 6.7 The Interested Party may be represented in the Tender by an agent acting upon a power of attorney; in such case, the Interested Party shall submit to the Advisor a written power of attorney authorizing the agent with the officially authenticated signature of the Interested Party. All documents supporting the authorization to represent the Interested Party including the power of attorney, if any, shall be submitted together with the Application.

- 6.8 The person acting on behalf of or representing the Interested Party shall have full capacity to perform rights and duties.
- 6.9 All documents supporting the Interested Party's legal personality, authorization to act on behalf of the Interested Party; authorization to represent the Interested Party or capacity to perform rights and duties that are not in Czech or English shall be translated to Czech or English by a certified translator.
- 6.10 Unless the documents submitted pursuant to Article 6 of these Rules correspond to the respective documents contained in the Annexes to these Rules, they may not be considered duly submitted. This provision does not affect documents that do not have to correspond to any document given under these Rules.
- 6.11 The Application and other documents pursuant to Article 6, including two copies or original documents, shall be delivered to the registered seat of the Advisor to the attention of Mr. David Zlámal and/or Mr. Jan Pilmaier in a sealed envelope marked as follows: "Tender – Application – Loan Receivable towards Adularya Enerji Elektrik Uretim ve Medencilik A.S.".
- 6.12 If, at any time during the Tender:
- (a) the structure of the Related Group contained in the Statement of the Group's Structure provided to the Advisor under Article 6.3(d) of these Rules changes; or
 - (b) the capacity to possess rights and duties and/or the capacity to perform these rights and duties stated in the documentation provided to the Advisor under Article 6.3(b) of these Rules changes;

the Interested Party shall notify CEB and the Advisor of such change by email without undue delay after the change arises or after the Interested Party or the Participant becomes aware of the change.

- 6.13 The Participant is obliged to pay an administration fee of EUR 5,000 prior to getting access to the Dataroom. The administration fee paid by the Winner will be deducted from the Purchase price at the Transaction Closing. The Administration fee will be returned in full to all Participants in the case that CEB will decide to terminate this Tender or in case the Tender has no Winner. The Participant should pay the administration fee to Deposit account within 5 (five) business days after receiving the Information Memorandum.
- 6.14 The Participant is required to provide a deposit to a Deposit account or a Bid Bond in the amount of EUR 1,000,000 at the latest on the day of the Bid submission. The Participant shall also attach his full legal name to the deposit payment or Bid Bond. The paid deposit of the Winner will be used to settle part of the Purchase price. Paid deposits of remaining Participants shall be returned to the account it has been paid from within 14 days after announcement of the Winner or 6 weeks after the Last Moment of Bid Submission.

The financing institution which provides the Bid Bond should fulfil the requirements of CEB, in particular: (i) has an investment grade rating (BBB- according to Standard & Poor's, Baa3 according to Moody's or equivalent) at the time of the Bid submission, (ii) is not under the sanctions of the European Union.

7. EVALUATING THE FULFILLMENT OF THE QUALIFICATION CRITERIA

- 7.1 The evaluation of whether the Interested Party has fulfilled the Conditions of Participation in the Tender is at the sole discretion of the Advisor.

- 7.2 If pursuant to the evaluation of the Advisor the Interested Party has not fulfilled all and any of the Conditions of Participation in Tender and the Advisor has decided to not proceed pursuant to Article 7.3 the Interested Party shall not become a Participant in the Tender.
- 7.3 If pursuant to the evaluation of the Advisor the Interested Party has not fulfilled all and any of the Conditions of Participation in Tender, the Advisor may, together with the notification pursuant to Article 7.6 of these Rules, request the Interested Party to provide the following within an adequate period of time of up to 5 (five) business days:
- (a) supplementary information supporting the Statement of the Group's Structure;
 - (b) supplementary information supporting the Indicative Offer;
 - (c) the documents pursuant to Articles 6.3(b), 6.5 and 6.8 of these Rules supporting the Interested Party's legal personality and the capacity to possess rights and duties and/or the capacity to perform these rights and duties, if the Interested Party failed to submit such documents together with the Application; and/or
 - (d) the documents pursuant to Articles 6.6 and 6.7 of these Rules supporting the authorization of the persons acting on behalf of or representing the Interested Party to act on behalf of the Interested Party, if the Interested Party failed to submit such documents together with the Application.
- 7.4 If, after the procedure pursuant to Article 7.3 of these Rules, the Interested Party still fails to fulfil all and any of the Conditions of Participation in the Tender the Interested Party shall not become a Participant in the Tender.
- 7.5 The selection of which Interested Parties that pursuant to evaluation of the Advisor has fulfilled all and any of the Conditions of Participation in the Tender shall be allowed to access the Tender is fully at the discretion of the CEB. The CEB may also at its discretion decide that only a limited number of the Interested Parties pursuant to the evaluation of the Advisor has fulfilled all and any of the Conditions of Participation in the Tender and shall be allowed to access the Tender.
- 7.6 The Interested Party shall be notified within 7 (seven) business days from the day of the Submission Deadline by the Advisor as to whether (i) it is allowed to access the Tender, or (ii) it is not allowed to access the Tender, or (iii) the Advisor proceeds pursuant to Article 7.3 of these Rules.
- 7.7 Following the procedure pursuant to Article 7.3 of these Rules, the Advisor shall inform the Interested Party of the fact that (i) it is allowed to access the Tender or (ii) it is not allowed to access the Tender pursuant to Article 7.4 of these Rules by e-mail within 2 (two) business days from the end of the period of time granted to the Interested Party pursuant to Article 7.3 of these Rules.
- 7.8 Upon the receipt of the notification that the Interested Party is allowed access to the Tender the respective Interested Party shall become a Participant.

8. RECEIVABLE INFORMATION

- 8.1 The Dataroom shall be accessible online and available from the Moment of the Dataroom Opening until the Last Moment for Bid Submission in accordance with the standard procedure of the Advisor and the rules of procedure of the entity providing the Dataroom service, if any. During the opening of the Dataroom, the Advisor will provide the Participants with the following:
- (a) a draft Purchase Contract;

- (b) documentation regarding the Receivable in the quality and quantity typical for performance of a due diligence; the CEB will decide at their discretion what documentation will or will not be made available in the Dataroom for Participants.
- 8.2 The Participant shall access the Dataroom through persons proposed by the Participant who obtain the authorization to access the Dataroom pursuant to Article 8.4 of these Rules and consequently who accept the Dataroom End User Agreement pursuant to Article 8.5 of these Rules.
- 8.3 The Participant shall submit by e-mail to the Advisor a list of persons who the Participant proposes to obtain the authorization to access the Dataroom on its behalf. This list shall contain for each proposed person the name, surname, company and position (or another occupation) and e-mail address. If the Advisor concludes at its discretion that information provided in the list is insufficient, it may request additional information.
- 8.4 The Advisor may decide at its discretion that the number of persons authorized to access the Dataroom will be limited and/or that any or all of the proposed persons will not obtain the authorization to access the Dataroom. If the Advisor has not decided that the respective proposed person will not obtain the authorization to access the Dataroom, it grants this person the authorization by sending login information for the Dataroom by e-mail.
- 8.5 To access the Dataroom the person who has obtained the authorization to access the Dataroom shall accept the Dataroom End User Agreement upon first logging into the Dataroom.
- 8.6 Failure to comply with the Dataroom End User Agreement or any part thereof may result in suspension or termination of the authorization to access the Dataroom.
- 8.7 If the Participant is willing to propose new persons to obtain the authorization to access the Dataroom on its behalf it shall proceed similarly to Articles 8.3, 8.4 and 8.5 of these Rules.
- 8.8 The Advisor and/or the CEB are not liable for any suspension of the Dataroom or reduction of its functionalities.
- 8.9 No representation or warranty, express or implied, is made or given by the Company, the CEB or the Advisor as to the adequacy, accuracy, reliability or completeness of the information appearing in the Dataroom or as to the reasonableness of any assumptions on which any of it is based. In making the information in the Dataroom available, no obligation is undertaken to provide any additional information or to update or correct any inaccuracies that may become apparent in any of the information. Neither the Company, the CEB nor the Advisor has any liability to any Participant or any other person resulting from the use of the information provided in the Dataroom.

9. COMMENTING AND FINALIZING THE PURCHASE CONTRACT

- 9.1 Each Participant is entitled to comment on the draft Purchase Contract by submitting its comments through the Dataroom web interface. The Advisor and/or CEB may or may not at their discretion react on submitted comments. The comments shall be submitted 4 (four) weeks before the day of Last Moment for Bid Submission at the latest. Comments submitted later will not be considered. The amount of comments submitted by each Participant may be limited.
- 9.2 Each Participant is entitled to submit questions regarding the Receivable through the Dataroom web interface. The Advisor and/or CEB may or may not at their discretion answer raised questions. The questions shall be submitted 2 (two) weeks before the day of Last Moment for Bid Submission at the latest. Questions submitted after this will not be considered. The amount of questions submitted by each Participant may be limited.

9.3 The complete and final Purchase Contract will be made available in the Dataroom for all of the Participants at the same time 2 (two) weeks before the day of Last Moment for Bid Submission at the latest. The content of the complete and final Purchase Contract is at the discretion of the Advisor and CEB. The Advisor and CEB are not bound by either any comments made by the Participants, nor any of the reactions of the CEB and/or the Advisor pursuant to Article 9.1 of these Rules.

10. THE BID

10.1 If a Participant is willing to:

- (a) sign the complete and final Purchase Contract; and
- (b) acquire, under the terms and conditions contained in the complete and final Purchase Contract, the Receivable and the Related Rights,

the Participant shall submit to the Advisor its Bid at the Last Moment for Bid Submission at the latest.

10.2 The Bid shall consist of the following documents:

- (a) one original of the duly completed Bid Statement signed by the Participant; the signature shall be authenticated; and
- (b) 4 (four) counterparts of the duly completed complete and final Purchase Contract signed by the Participants; all signatures shall be authenticated. These counterparts to the complete and final Purchase Contract shall include the buyer's identification data and the total Purchase price identical to the total Purchase price stated in the Bid Statement. These counterparts of the Purchase Contract shall correspond to the complete and final Purchase Contract provided to the Participants pursuant to Article 9.3 of these Rules.

10.3 The Purchase price stated in all respective documents of the Bid shall be quoted in a single final amount in Euro (EUR).

10.4 The Bid together with all documents which form it shall be binding for the respective Participant 1 (one) month from the day of Last Moment for Bid Submission.

10.5 The Bid Statement and other documents to be signed by the Participant which is a legal entity shall be signed by persons authorized to act on behalf of the Participant in the Tender. If the certificate of incorporation in the Commercial Register or, in case of foreign legal entities, the certificate of incorporation in a foreign register similar to the Commercial Register does not clearly imply the authorization of the persons acting on behalf of the Participant, the Participant shall prove such authorization by an original or authenticated copy of another document.

10.6 If the Participant is represented by an agent acting upon a power of attorney, they shall submit to the Advisor a written power of attorney authorizing the agent to sign the Bid on behalf of the Participant with authenticated signature of the Participant.

10.7 The Participant or the person acting on behalf of or representing the Participant shall have full capacity to perform rights and duties.

10.8 All documents supporting the Participant's legal personality, authorization to act on behalf of the Participant, authorization to represent the Participant or capacity to perform rights and duties that are not in Czech or English must be translated to Czech or English by a certified translator. All documents requested to be submitted in an original or certified copy or with an authenticated signature must meet the requirements stipulated by the relevant Czech

legislation in order to be considered the above (e.g. apostille or super-legalization in respect to foreign documents).

10.9 The Bid and other documents pursuant to this Article, including two copies of documents, shall be delivered to the registered seat of the Advisor to the attention of Mr. David Zlámal and/or Mr. Jan Pilmaier in a sealed envelope marked as follows: "Tender – Bid – Loan Receivable towards Adularya Enerji Elektrik Uretimi ve Medencilik A.S.". The envelope must contain the specification of the Participant.

10.10 A submitted Bid cannot be withdrawn, changed or amended; errors in the documents constituting the Bid that arose during the preparation of the documents cannot be corrected.

11. EVALUATING BIDS AND DETERMINING THE WINNER OF THE TENDER

11.1 On the day of and after the Last Moment for Bid Submission, all received Participants' envelopes will be opened by the Advisor and the evaluation of the Bids shall commence.

11.2 The Advisor shall assess fulfilment of the requirements stipulated in Article 10 of these Rules by each Participant. A Participant who fails to comply with the requirements stipulated in Article 10 of these Rules shall be excluded from the Tender. The Advisor shall inform the Participant of this fact by e-mail.

11.3 The Bids of those Participants that have, according to the Advisor, fulfilled all requirements stipulated by the Rules for submitting the Bids shall be further evaluated by the CEB taking into account (i) the proposed and guaranteed total Purchase price for the Receivable and (ii) Purchase price payment terms.

11.4 CEB reserves the right to negotiate submitted Bids with selected Participants.

11.5 The Purchase Contract shall be signed with the Participant that will be selected as the Winner of the Tender pursuant to CEB's decision. The 4 (four) signed counterparts of complete and final Purchase Contract provided by the Winner pursuant to Article 10.2(b) of these Rules will be signed on behalf of CEB and of these 4 (four) counterparts one will be handed over to the Winner, one will be kept by the Advisor and two will be kept by the CEB.

11.6 The Purchase Contract with the Winner shall be signed by CEB representatives on the last day of the period of time stated in Article 10.4 of these Rules at the latest. Otherwise, the Tender shall be deemed cancelled.

11.7 The Purchase Contract is binding as of the day of its execution. The Advisor shall inform the Winner about this execution within 5 (five) business days.

12. DISQUALIFICATION FROM THE TENDER

12.1 A Participant that no longer meets the Qualification Criteria of the Tender, has given incorrect data, provided incorrect information or made incorrect announcement or statement in connection with the Tender or that is otherwise in breach of these Rules may be excluded from the Tender. The Participant shall be informed of this fact by e-mail.

12.2 If there is any change according to Article 6.12 the Rules the Participant may be excluded from the Tender. The Participant shall be informed of this fact by e-mail.

12.3 An Interested Party and/or a Participant may be excluded from the Tender at any moment during the Tender for any reason at the discretion of CEB. The Participant shall be informed of this fact by e-mail.

13. CANCELLATION OF THE TENDER AND CHANGE IN THE TENDER RULES

- 13.1 The Tender may be cancelled at any time until the execution of the Purchase Contract with the Winner. The CEB have the right to refuse all and any submitted Application and/or Bids.
- 13.2 These Rules may be changed or amended by the CEB at any time and in any way. Any change to these Rules and/or the cancellation of the Tender shall be notified to all Interested Parties or Participants during the Tender by e-mail.
- 13.3 All costs incurred to the Participants in connection with their participation in the Tender shall be borne by the Participants even if the Tender is cancelled. Neither the CEB, the Company, the Advisor nor any other subject participating on preparation and/or performance of the Tender shall be liable for any damages sought by any of the persons interested in participating in the Tender, the Interested Parties, the Participants and/or any other persons (regardless whether they possess legal personality or not) which has occurred in connection with the Tender.
- 13.4 Participation in any phase of the Tender, including the phase of negotiating the contract, does not establish any possible claim against CEB and / or the Czech Republic and the Participant cannot rely on such a possible claim.

14. NOTIFICATION AND CONTACT PERSONS

- 14.1 The Interested Parties shall state, in their Applications, their contact person and its contact information, in particular the telephone number, e-mail address and mailing address where it can receive notifications. A notification shall be considered delivered to the Interested Party and/or the Participant on the day when the Advisor and/or CEB have sent off the notification to the Interested Party's and/or the Participant's contact person's e-mail address. If the notification is only sent to the Interested Party's and/or the Participant's contact person's mailing address, the notification shall be considered delivered on the 5th (fifth) business day from dispatch.
- 14.2 Any notification sent by the Interested Party and/or the Participant to the CEB and/or the Advisor by the e-mail and/or by mail shall be considered duly delivered to the CEB and/or the Advisor upon the receipt of such e-mail and/or mail by the contact person of CEB stated in Article 14.4 of these Rules and/or by the contact person of the Advisor stated in Article 14.5 of these Rules. The Interested Party and/or the Participant is responsible for proper delivery of any e-mail or mail sent by it to the respective addressee in the connection with the Tender.
- 14.3 The CEB and the Company are entitled to publish on their websites any information concerning the Tender.
- 14.4 The CEB has appointed Ing. Emil Holan and Mgr. René Hanyk as its contact persons for the purposes of the Tender. Their contact information is as follows:

Address: Česká exportní banka, a.s.
Vodičkova, 701/34, Prague 1, Postal Code 110 00, Czech Republic

Ing. Emil Holan
E-mail: emil.holan@ceb.cz
Tel.: (+420) 739 582 708

Mr. René Hanyk
E-mail: rene.hanyk@ceb.cz

Tel.: (+420) 737 270 864

- 14.5 The contact persons of the Advisor for the Tender are Mr. David Zlámal and Mr. Jan Pilmaier. Their contact information is as follows:

Address: Ernst & Young, s.r.o.
Na Florenci 2116/15, Prague 1, Postal Code 110 00, Czech Republic

Mr. David Zlámal:
E-mail: david.zlamal@cz.ey.com
Tel.: (+420) 225 335 184

Mr. Jan Pilmaier:
E-mail: jan.pilmaier@cz.ey.com
Tel.: (+420) 225 335 998

15. LANGUAGE OF THE TENDER

- 15.1 These Rules have been prepared in Czech and English; in case of any discrepancy between these two language versions, the Czech version shall prevail. The Tender is carried out in English. All documents submitted by the Interested Party and/or the Participant pursuant to these Rules shall be in Czech or English, unless stated otherwise. In justified cases, the Participant may be allowed to submit a certain document in another foreign language. If certain documents made available to the Participants have been translated from Czech to another language, the translation shall be considered for information purposes only.

16. GOVERNING LAW AND JURISDICTION

- 16.1 These Rules and the Tender shall be governed by the legislation valid in the Czech Republic. For any potential disputes arising from or relating to the Tender the jurisdiction of Czech courts based on the registered seat of CEB is established.
- 16.2 The Tender does not represent a public offer to contract for the purchase of the Receivable, an invitation for competitive bidding for best offer or a public offer of securities in accordance with the respective legal regulations.

Annex No. 1

Anti Money Laundering qualification criteria

AML qualification criteria – applicable during the whole Tender process as well as during the signing of the Purchase Contract:

- Each Interested Party//Participant is not sanctioned by the EU, CZ, OFAC authorities
- A beneficial owner has to be known and proved by each Interested Party/Participant
- The beneficial owner of each Interested Party/Participant is not sanctioned by the EU, CZ, OFAC authorities
- The CEB is entitled to verify a status of each Interested Party/Participant and beneficial owner due to a PEP (Politically Exposed Person) status
- The Identity of all representatives of each Interested Party/Participant will be verified by the CEB before the signature of the Purchase Contract
- Forbidden business activities of each Interested Party/Participant:
 - Production/Manufacture of nuclear weapons or other nuclear explosive devices, obtaining them in any other way and providing or seeking any assistance in the development and production of nuclear weapons or other nuclear explosive devices
 - Conducting or participating in a test explosion of a nuclear weapon or other nuclear explosion and supporting the execution of a test explosion of a nuclear weapon or other nuclear explosion
 - Import of radioactive waste or spent nuclear fuel into the territory of the Czech Republic or its transfer from a Euratom Member State
 - Activities related to nuclear activities according to Act. No. 263/2016 Coll.
- Each Interested Party/Participant should not be a trust fund (in Czech: svěřenský fond)
- Each Interested Party/Participant has a seat in a jurisdiction with an effective system for a fight against money laundering (i.e. not in a high risk/other monitored jurisdiction identified by FATF, seat in high-risk countries identified by the EU, or tax-haven countries)
- The Winner of the Tender must pay the Purchase price from their account otherwise a source of the payment of the Purchase price has to be proved.
- The Winner of the Tender should not have had past or current frozen assets.

Annex No. 2
CONFIDENTIALITY AGREEMENT

SMLOUVA O ZACHOVÁNÍ DŮVĚRNÉHO CHARAKTERU CONFIDENTIALITY AGREEMENT INFORMACÍ

Adularya Enerji Elektrik Uretim ve Medencilik A.S.

identifikační číslo 243 981

se sídlem v Anakaře, Cayyolu – Yenimahalle, Cadde No. 45, Mutlukent Mahallesi 1942, Turecko

(dále jen „**Dlužník**“)

A

Česká exportní banka a.s.

IČO 630 783 33

se sídlem Praha 1 - Vodičkova, 701/34, Praha 1, PSČ 110 10, Česká republika

(dále jen „**Věřitel**“)

A

Jméno / firma:

.....

Bydliště / sídlo a stát založení:

.....

Identifikační číslo (pokud je přiděleno):

.....

Číslo registrace a registrační autorita (pokud je přiděleno):

.....

(dále jen „**Kupující**“)

(Dlužník, Věřitel a Kupující dále společně též jako „**Smluvní strany**“)

VZHLEDEM K TOMU, ŽE:

Adularya Enerji Elektrik Uretim ve Medencilik A.S.

ID No. 243 981

with its registered seat at Anakara, Cayyolu – Yenimahalle, Cadde No. 45, Mutlukent Mahallesi 1942, Turkey

(hereinafter the “**Debtor**”)

And

Czech Export Bank a.s.

ID No. 630 783 33

with its registered seat at Prague, Vodičkova, 701/34, Postal Code 110 10, Czech Republic

(hereinafter the “**Creditor**”)

And

Name / company name:

.....

Domiciled / registered seat and country of incorporation:

.....

.....

Identification number (if applicable):

.....

Registration number and registration authority (if applicable):

.....

.....

(hereinafter the “**Buyer**”)

(the Debtor, Creditor and the Buyer hereinafter jointly as the “**Parties**”)

WHEREAS:

- | | |
|--|---|
| <p>(A) Česká exportní banka (Věřitel) vlastní dluh vůči Dlužníkovi (dále jen „Pohledávka“);</p> <p>(B) Česká exportní banka vyhlásila veřejné výběrové řízení na uzavření kupní smlouvy na prodej Pohledávky (dále jen „Výběrové řízení“);</p> <p>(C) Finančními poradci pro Výběrové řízení jsou společnost Ernst & Young, s.r.o., IČO 26705338, se sídlem Praha 1, Na Florenci 2116/15, PSČ 110 00, Česká republika, sp. zn. C 108716 vedená u Městského soudu v Praze.</p> <p>(D) Dlužník</p> <ul style="list-style-type: none"> • přímo a/nebo • prostřednictvím České exportní banky a/nebo • prostřednictvím Poradce a/nebo České exportní banky • přímo a/nebo • prostřednictvím Poradce <p>(dále společně jen „Poskytovatelé“ nebo každý z nich jen „Poskytovatel“) v souvislosti s Výběrovým řízením poskytne Kupujícímu informace, které může či bude Dlužník a/nebo Věřitel považovat za důvěrné;</p> <p>(E) Dlužník a Věřitel mají oprávněný zájem na tom, aby o důvěrných informacích poskytnutých v souvislosti s Výběrovým řízením byla uchováována mlčenlivost;</p> | <p>(A) Czech export bank owns a loan receivable of the Creditor towards the Debtor (hereinafter the “Receivable”)</p> <p>(B) Czech export bank announced a public tender to conclude a purchase agreement of the Receivable (hereinafter the “Tender”);</p> <p>(C) Financial advisors for the Tender are Ernst & Young, s.r.o., ID No. 26705338, with its registered seat at Prague 1, Na Florenci 2116/15, Postal Code 110 00, Czech Republic, file No. C 108716 maintained by the Municipal Court in Prague</p> <p>(D) Debtor</p> <ul style="list-style-type: none"> • directly and/or • through the Czech export bank and/or • through the Advisor and/or Czech export bank • directly and/or • through the Advisor <p>(hereinafter jointly as the “Providers” or each of them as the “Provider”) will in connection with the Tender disclose to the Buyer information that may be or will be considered confidential by the Debtor and/or Creditor;</p> <p>(E) The Debtor and Creditor have legitimate interest to ensure that confidential information disclosed in connection with the Tender will be kept confidential;</p> |
|--|---|

uzavřely Smluvní strany níže uvedeného dne, měsíce a roku tuto smlouvu o zachování důvěrného charakteru informací (dále jen „**Smlouva**“)

1. PŘEDMĚT SMLOUVY

Předmětem této Smlouvy jsou práva a povinnosti Smluvních stran v souvislosti s ochranou a způsobem nakládání s informacemi důvěrného charakteru, které budou nebo mohou být v rámci Výběrového řízení poskytnuty Poskytovateli (dále jen „**Důvěrné informace**“).

the Parties have entered on the day, month and year below into this confidentiality agreement (hereinafter the “**Contract**”)

1. SUBJECT MATTER

The subject matter of this Contract are the rights and duties of the Parties relating to the protection of and the method of handling with the confidential information that will be or can be disclosed in connection with the Tender by the Providers (hereinafter the “**Confidential Information**”).

2. DŮVĚRNÉ INFORMACE

2.1 Pro účely této Smlouvy se Důvěrnými informacemi rozumí jakékoliv informace poskytnuté (ať už poskytnuté ústně, písemně či v jakékoli jiné formě, včetně elektronických dat apod.) jakýmkoli Poskytovatelem Kupujícímu v souvislosti s Výběrovým řízením.

2.2 Důvěrnými informacemi pro účely této Smlouvy nejsou nebo přestávají být:

- (a) informace, které byly v době, kdy byly Poskytovatelem poskytnuty Kupujícímu, veřejně známé nebo veřejně dostupné;
- (b) informace, které se stanou veřejně známými nebo veřejně dostupnými poté, co byly Poskytovatelem Kupujícímu poskytnuty, s výjimkou případů, kdy se tyto informace stanou veřejně známými nebo veřejně dostupnými v důsledku porušení závazků Kupujícího podle této Smlouvy;
- (c) informace, které měl Kupující prokazatelně a po právu k dispozici před jejich poskytnutím Poskytovatelem, a které zároveň nebyly součástí jakýchkoli dohod o zachování důvěrnosti informací uzavřených mezi kterýmkoliv Poskytovatelem a Kupujícím.

3. OCHRANA INFORMACÍ

3.1 Kupující se zavazuje, že:

- (a) bude uchovávat Důvěrné Informace v důvěrnosti a neposkytne Důvěrné informace či jakoukoli jejich část jakékoliv další osobě, pokud nebude mít k poskytnutí Důvěrné informace předchozí písemný souhlas Dlužníka a Věřitele. Toto ustanovení se nevztahuje na zaměstnance a jiné

2. CONFIDENTIAL INFORMATION

2.1 For the purposes of this Contract, Confidential Information shall mean any and all information disclosed (whether provided verbally, in writing or in any other form, including electronic data etc.) by any Provider to the Buyer in connection with the Tender.

2.2 For the purposes of this Contract the Confidential Information shall not be or ceases to be:

- (a) information that is at the time of disclosure by the Provider to the Buyer publicly known or publicly available;
- (b) information that will become publicly known or publicly available after its disclosure by the Provider to the Buyer, except in cases when this information will become publicly known or publicly available due to breach of obligations under this Contract by the Buyer;
- (c) information that is verifiably and lawfully in the Buyer's possession prior to their disclosure by the Provider and at the same time is not a part of any confidentiality agreement concluded between any Provider and Buyer.

3. INFORMATION PROTECTION

3.1 The Buyer undertakes that:

- (a) it shall keep the Confidential Information in confidentiality and will not provide the Confidential Information or any of its parts to any other person without a prior written consent of the Debtor and Creditor. This provision does not apply to the employees and other persons active

osoby činné pro Kupujícího, kteří se podílejí na Výběrovém řízení s tím, že v takovémto případě budou dodrženy zásady stanovené touto Smlouvou pro zachování důvěrného charakteru takových informací; Kupující prohlašuje, že odpovídá za jednání takových osob při nakládání s Důvěrnými informacemi stejně, jako by se jednalo o jeho vlastní jednání;

- (b) nezneužije Důvěrné Informace ve svůj prospěch ani ve prospěch jiné osoby;
- (c) učiní veškerá opatření nezbytná k tomu, aby nedošlo k vyzrazení Důvěrných informací, jakož i k možnosti neoprávněného přístupu k jakýmkoliv Důvěrným informacím nebo k jejich použití další osobou;
- (d) nebude rozmnožovat jakýkoliv dokument, materiál, nosič nebo jejich jednotlivé části, které obsahují Důvěrné informace;
- (e) nepoužije Důvěrné informace k jakýmkoli jiným účelům než pro účely Výběrového řízení.

3.2 V případě, že Kupující zjistí, že došlo nebo mohlo dojít k poskytnutí jemu poskytnutých Důvěrných informací v rozporu s touto Smlouvou, zavazuje se neprodleně informovat o této skutečnosti všechny Poskytovatele a podniknout veškeré kroky potřebné k zabránění vzniku škody nebo k jejímu maximálnímu omezení, dokud se Smluvní strany nedohodnou jinak.

3.3 Poskytnutí Důvěrných informací oprávněným osobám na základě obecně závazných právních předpisů, soudního rozhodnutí či rozhodnutí orgánu veřejné moci není porušením této Smlouvy.

for the Buyer, who participate in the Tender, assuming that in such a case the persons will respect the confidentiality principles set forth in this Contract; the Buyer shall be liable for the actions of such persons when dealing with the Confidential Information just as if such actions were the actions of the Buyer;

- (b) it shall not misuse the Confidential Information for its own benefit or for the benefit of anyone else;
- (c) it shall take all measures necessary to prevent the Confidential Information from divulging as well as from the possibility of unlawful access to any Confidential Information or its use by any other person;
- (d) it shall not multiply any document, material, carrier or their parts, which contains Confidential Information;
- (e) it shall not use the Confidential Information for any purposes other than the Tender.

3.2 If the Buyer finds out that the Confidential information disclosed is or might be disclosed contrary to this Contract, it shall immediately inform all of the Providers about this issue and take all necessary measures to prevent the occurrence of damage or limit the occurrence of damage as much as possible, until the Parties agree otherwise.

3.3 Disclosing the Confidential Information to a person authorized by generally binding legal regulations, judicial decision or decision of public administration authority shall not be considered as a breach of this Contract.

3.4 Kupující se zavazuje zajistit, že všichni jeho zaměstnanci, jiní spolupracovníci či zástupci nebo jiné osoby, které získaly Důvěrné informace prostřednictvím Kupujícího nebo přišly do styku s Důvěrnými informacemi prostřednictvím Kupujícího (včetně případných subdodavatelů), budou s těmito informacemi nakládat v souladu s ustanoveními a restrikcemi této Smlouvy. Kupující nese plnou odpovědnost za jakékoli porušení této Smlouvy výše uvedenými osobami.

4. SMLUVNÍ POKUTA, ODPOVĚDNOST ZA ŠKODU

4.1. V případě porušení této Smlouvy Kupujícím a/nebo v případě porušení této Smlouvy, které je považováno za její porušení Kupujícím, je Kupující povinen uhradit tomu Poskytovateli, který přímo nebo prostřednictvím jiného příslušnou Důvěrnou informaci poskytl, smluvní pokutu ve výši 2.500.000 Kč za každé jednotlivé porušení této Smlouvy, přičemž tímto není dotčeno právo kteréhokoli Poskytovatele na náhradu škody v plné výši.

4.2. V případě porušení této Smlouvy Kupujícím a/nebo v případě porušení této Smlouvy, které je považováno za její porušení Kupujícím, je Kupující povinen odškodnit Dlužníka a Věřitele a nahradit jim veškeré náklady, škody, výdaje či ztráty, včetně opodstatněných nákladů právního zastoupení vzniklých v souvislosti s příslušným porušením této Smlouvy.

5. ZÁVĚREČNÁ USTANOVENÍ

5.1 Tato Smlouva nabývá platnosti a účinnosti dnem jejího podpisu poslední ze Smluvních stran bez ohledu na to, zda a kdy bude ostatním Smluvním stranám oznámena skutečnost, že Smlouva byla

3.4 The Buyer is obliged to ensure that all its employees, other co-workers or representatives or other persons who obtained the Confidential Information through the Buyer or who got into contact with the Confidential Information through the Buyer (including possible subcontractors), will deal with this Confidential Information according to the provisions and restrictions of this Contract. The Buyer is fully responsible for any breach of this Contract by the abovementioned persons.

4. CONTRACTUAL PENALTY AND LIABILITY FOR DAMAGE

4.1. In the event of breach of this Contract by the Buyer and/or in the event of breach of this Contract which is considered as its breach by the Buyer, the Buyer is obliged to pay to the Provider who directly or through another subject provided the respective Confidential Information a contractual penalty in the amount of CZK 2,500,000 for each violation of this Contract; this right to a contractual penalty is without prejudice to the right of any of the Providers for damages to the full extent.

4.2. In the event of a breach of this Contract by the Buyer and/or in the event of a breach of this Contract which is considered as its breach by the Buyer, the Buyer shall indemnify the Debtor and Creditor and compensate them for any and all costs, damages, expenses and loss, including reasonable legal fees incurred in connection of respective breach of this Contract.

5. FINAL PROVISIONS

5.1 This Contract is valid and effective from the day of its execution by the last of the Parties regardless of whether and when other Parties will be notified about the fact that the Contract was executed by the last

poslední ze Smluvních stran podepsána. Tato Smlouva se uzavírá na dobu 36 měsíců a může být ukončena pouze písemnou dohodou Smluvních stran. Povinnosti Kupujícího ve vztahu k Důvěrným informacím poskytnutým nebo obdržným před ukončením této Smlouvy budou trvat i po ukončení této Smlouvy, a to dokud tyto Důvěrné informace nepřestanou být Důvěrnými informacemi dle článku 2.2 této Smlouvy. Ukončením této Smlouvy nejsou dotčeny případné povinnosti Kupujícího týkající se Důvěrných informací vyplývající z právních předpisů. Ukončení této Smlouvy se dále nedotýká platnosti a účinnosti článku 4 výše.

of the Parties. This Contract is concluded for the period of 36 months and can be terminated only by written agreement between the Parties. The Buyer's obligations with respect to Confidential Information disclosed or received prior to the termination of this Contract will survive the termination of this Contract until the Confidential Information ceases to be Confidential Information according to article 2.2 of this Contract. Termination of this Contract shall not affect any statutory obligation of the Buyer relating to the Confidential Information. The termination of this Contract does not affect the validity and effectiveness of article 4 above.

- | | | | |
|-----|--|-----|--|
| 5.2 | Veškeré změny nebo dodatky k této Smlouvě mohou být učiněny pouze písemnou dohodou Smluvních stran. | 5.2 | Any and all changes or amendments to this Contract shall be made only by a written agreement concluded by both Parties. |
| 5.3 | Tato Smlouva nahrazuje jakákoliv dřívější ujednání Smluvních stran ohledně otázek upravených touto Smlouvou. | 5.3 | This Contract supersedes any and all prior agreements between the Parties relating to the subject matter hereof. |
| 5.4 | Smluvní strany se zavazují, že veškeré případné spory vyplývající z nebo související s touto Smlouvou se pokusí nejdříve vyřešit jednáním. | 5.4 | The Parties shall attempt to resolve any potential disputes arising from or relating to this Contract first by negotiation. |
| 5.5 | V případě, že jakékoliv ustanovení této Smlouvy se po jejím uzavření stane neplatným nebo neúčinným, neovlivní to platnost nebo účinnost této Smlouvy jako celku nebo jejích ostatních ustanovení. | 5.5 | If any provision hereof becomes or is found invalid or ineffective, it will not affect validity or effectiveness of this Contract as a whole or any of its other provisions. |
| 5.6 | Tato Smlouva se vyhotovuje ve třech stejnopisech, z nichž každý má povahu originálu a každá ze Smluvních stran obdrží po jednom stejnopisu. | 5.6 | This Contract is executed in three original counterparts and each Party shall receive one counterpart. |
| 5.7 | V případě jakéhokoli rozporu mezi českou a anglickou verzí této Smlouvy je rozhodující česká verze. | 5.7 | In the event of any discrepancy between the English and Czech version hereof, the Czech version shall prevail. |

- 5.8 Tato Smlouva, včetně otázky její platnosti a účinnosti, se řídí a bude vykládána v souladu se zákony České republiky.
- 5.8 This Contract, including its validity and effectiveness, shall be governed and interpreted in accordance with the laws of the Czech Republic.
- 5.9 Pro veškeré případné spory vyplývající z nebo související s touto Smlouvou si Smluvní strany dohodly příslušnost soudů České republiky dle sídla České exportní banky.
- 5.9 For any potential disputes arising from or relating to this Contract the Parties agree on the jurisdiction of the courts of the Czech Republic according to the seat of the Czech export bank.

V / In _____ dne / on _____
za Kupujícího / on behalf of the Buyer:

Jméno / Name:
Funkce / Position:

**PODPISY ČESKÉ EXPORTNÍ BANKY A DLUŽNÍKA NÁSLEDUJÍ NA DALŠÍCH STRANÁCH
THE SIGNATURES OF THE CZECH EXPORT BANK AND THE DEBTOR FOLLOW ON THE
NEXT PAGES**

V / In Praze/Prague dne / on _____

Jméno / Name:

Funkce / Position:

***PODPIS DLUŽNÍKA NÁSLEDUJE NA DALŠÍ STRANĚ
THE SIGNATURE THE DEBTOR FOLLOWS ON NEXT PAGE***

V / In _____ dne / on _____
za Dlužníka / on behalf of the Debtor:

Jméno / Name:
Funkce / Position:

Annex No. 3
STATEMENT FOR THE PURPOSES OF DATAROOM ACCESS

STATEMENT FOR THE PURPOSES OF DATAROOM ACCESS

Czech Republic - Czech Export Bank, with its registered seat at Prague 1, Vodičkova 701/34, Postal Code 110 21 (hereinafter the “**Creditor**”) has announced a public tender for the sale of a loan receivable (hereinafter the “**Receivable**”) with the following parameters:

- (a) **Total outstanding amount** - EUR 553,049,928 which comprise the following:
 - (i) Principal - EUR 433,062,828
 - (ii) Interest and fees as of 1/9/2020 - EUR 119,798,448
- (b) **Seniority** – senior.
- (c) **Related Rights**:
 - (i) **Security** – Pledge on the commercial enterprise constituting the Yunus Emre lignite-fired power plant and the coal mine, mortgage on the immovable properties held by the Company including the usufruct rights over the site where the power plant is constructed, assignment of the receivables arising from the Company’s contracts and the electricity generation license, pledge on the shares and accounts of the Company; and
 - (ii) **Credit enhancement** - guarantee provided by the Guarantor under English law,

(the “**Related Rights**”).
- (d) **Governing law** of Receivable – English law.

The loan is owed by the company Adularya Enerji Elektrik Üretimi ve Madencilik A.Ş., ID No. 243 981, with its registered seat at Mutlukent Mahallesi 1942, Cadde No. 45, Cayyolu – Yenimahalle, Ankara, Turkey (hereinafter the “**Debtor**”) to the Czech Export Bank, with its registered seat at Prague 1, Vodičkova 701/34, Postal Code 110 21 (hereinafter the “**Creditor**”). Currently owed Receivable is subject to a public tender for the sale (hereinafter the “**Tender**”). Rules shall mean rules of tender in respect to sale of the Receivable from the Debtor and related claims announced on 6 November 2020 by Czech Export Bank (hereinafter the “**Rules**”).

In accordance with the Rules the:

A. Name / company name:

.....

B. Domicile / registered seat and country of incorporation:

.....
.....
.....

C. Identification number (if applicable):

.....

D. Registration number and registration authority (if applicable):

.....

(hereinafter the “**Interested Party**”)

hereby declares that in accordance with the Confidentiality Agreement concluded between the Interested Party, the Creditor and Debtor and in accordance with the Rules:

- (a) the Interested Party is acquainted and agrees with all and any of its obligations arising from the Confidentiality Agreement and/or the Rules;
- (b) the Interested Party is acquainted and agrees with the fact that all information provided in the Dataroom are considered confidential pursuant to the Confidentiality Agreement;
- (c) the Interested Party is acquainted and agrees with its obligation to ensure that each person authorized, on behalf of the Interested Party, to access the information provided in the Dataroom shall comply with all and any obligations stated in the Dataroom End User Agreement, the Confidentiality Agreement and the Rules;
- (d) the Interested Party is acquainted and agrees with its liability for all and any breach of the Rules, the Confidentiality Agreement and/or the Dataroom End User Agreement for each person authorized, on behalf of the Interested Party, to access the information provided in the Dataroom;
- (e) the Interested Party is acquainted and agrees with the facts stated in Articles 8.8 and 8.9 of the Rules.

This declaration does not restrict the extent of the Interested Party's obligations arising from the Confidentiality Agreement or the Rules.

The Interested Party hereby declares that it acknowledges the consequences of giving incorrect data, providing incorrect information or making incorrect announcement or statement in connection with the Tender resulting from the Rules; especially with the possibility to be excluded from the Tender.

The Interested Party hereby declares that all and any person that the Interested Party will propose to obtain the authorization to access the Dataroom on its behalf pursuant to Article 8.3 of the Rules has agreed that the Creditor and the Advisor at their own discretion are entitled to dispose in any way of all and any information provided to the Advisor pursuant to Article 8.3 of the Rules for the period of 5 years:

- i. for the purposes of the Tender; and/or
- ii. in cases when the Creditor and/or the Advisor are obliged to dispose of such information by law.

Any terms used in this Statement for the Purposes of Dataroom Access which starts with capital letter and which are not defined herein have the meaning defined in the Rules.

In _____ on _____

on behalf of the Interested Party

Name:

Position:

Annex No. 4
DATAROOM END USER AGREEMENT

DATAROOM END USER AGREEMENT

BY CLICKING “AGREE” AND CONTINUING TO USE THE PROJECT HOUSTON DATAROOM, YOU ACKNOWLEDGE THAT YOU HAVE READ THE DATAROOM END USER AGREEMENT, UNDERSTAND AND ACCEPT IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS

I am being granted access to the information contained on this site in order to review certain information about Project Houston. I understand that my access to this site is subject to the following conditions:

1. I am acquainted and agree with the rules of tender in respect to sale of EUR 433,062,828 receivable from Adulya Enerji Elektrik Uretimi ve Medencilik A.S. (the “Debtor”) and related claims announced on 6 November 2020 by Czech Export Bank (“Rules”). I am fully aware of the obligations arising from the Rules for me as well as for the Participant on whose behalf I am authorized to access the Dataroom and I agree to be bound by the Rules.
2. I am acquainted and agree with the Confidentiality Agreement entered into between the Debtor, the Creditor and the Buyer on whose behalf I am authorized to access the Dataroom. I am aware that the Buyer on whose behalf I am authorized to access the Dataroom is liable for any breach of the Confidentiality Agreement by me as if the Buyer breached it itself.
3. All of the information contained on this site is considered confidential and is subject to the Confidentiality Agreement. I will maintain the information in confidence and will not disclose any of the information to others.
4. I will not attempt to download, scan, copy, print or otherwise capture any of the information contained on the site, except that I may print information for which the print capability has been enabled as indicated by the site index. I will not attempt to circumvent any of the security features of the site and will not enable or allow others to access the site using my authorization to the site.
5. I understand that the Debtor and/or the Creditor is making no representations or warranties express or implied, as to the accuracy or completeness of the information, and that the Debtor and/or the Creditor will have no liability with respect to any use or reliance upon any of the information.
6. I agree and acknowledge that the Dataroom End User Agreement applies to each and every occasion when the Dataroom is accessed by me.

Any terms used in this Dataroom End User Agreement which start with a capital letter and which are not defined herein have the meaning defined in the Rules.

By clicking on the "I Accept" button below, I acknowledge that I have read, understand, and agree to the above conditions without any reservations

Annex No. 5
BID STATEMENT

BID STATEMENT

Czech Republic - Czech Export Bank, with its registered seat at Prague 1, Vodičkova 701/34, Postal Code 110 21 (hereinafter the “**Creditor**“) has announced a public tender for the sale of a loan receivable (hereinafter the “**Receivable**“) with the following parameters:

- (a) **Total outstanding amount** - EUR 553,049,928 which comprise the following:
 - (i) Principal - EUR 433,062,828
 - (ii) Interest and fees as of 1/9/2020 - EUR 119,798,448
- (b) **Seniority** – senior.
- (c) **Related Rights:**
 - (i) **Security** – Pledge on the commercial enterprise constituting the Yunus Emre lignite-fired power plant and the coal mine, mortgage on the immovable properties held by the Company including the usufruct rights over the site where the power plant is constructed, assignment of the receivables arising from the Company’s contracts and the electricity generation license, pledge on the shares and accounts of the Company; and
 - (ii) **Credit enhancement** - guarantee provided by the Guarantor under English law,

(the “**Related Rights**“).
- (d) **Governing law** of Receivable – English law.

The loan is owed by the company Adularya Enerji Elektrik Üretimi ve Madencilik A.Ş., ID No. 243 981, with its registered seat at Mutlukent Mahallesi 1942, Cadde No. 45, Cayyolu – Yenimahalle, Ankara, Turkey to the Czech Export Bank, with its registered seat at Prague 1, Vodičkova 701/34, Postal Code 110 21 (hereinafter the “**Creditor**“). Currently owed Receivable is subject to a public tender for the sale (hereinafter the “**Tender**“). Rules shall mean rules of tender in respect to sale of the Receivable from the Debtor and related claims announced on 6 November 2020 by Czech Export Bank.

In accordance with the Rules the:

A. Name / company name:

.....

B. Domicile / registered seat and country of incorporation:

.....
.....
.....

C. Identification number (if applicable):

.....

D. Registration number and registration authority (if applicable):

.....

(hereinafter the “Participant”)

hereby submits its Bid Statement.

1. PROPOSED PURCHASE PRICE

The final purchase price for acquisition of the Receivable under the terms of the Purchase Contract proposed by the Participant is:

CZK

(in words:)

without VAT, if applicable.

2. THE DECLARATIONS OF THE PARTICIPANTS

The Participant hereby declares that:

- (a) it is acquainted and agrees with the fact that it is bound by its Bid (including all documents forming it) for 4 (four) months from the day of the Last Moment for Bid Submission;
- (b) as of the moment of execution of this Bid Statement it fulfils the Qualification Criteria;
- (c) the enclosed 4 (four) counterparts of Purchase Contract are duly completed and signed by the Participant and correspond with the complete and final Purchase Contract provided to the Participant pursuant to Article 9.3 of the Rules;
- (d) it was able to duly perform a due diligence of the Company on the basis of the Company information provided pursuant to Article 8.1(b) of the Rules;
- (e) all and any data or information provided and all and any announcement or statement made by the Participant in the course of the Tender was true and correct;
- (f) in the course of the Tender it has not breached the Rules and/or the Confidentiality Agreement and these documents together with the Dataroom End User Agreement have not been breached by any of the persons authorized on behalf of the Participant to access the Dataroom;
- (g) the person executing this Bid Statement and the Purchase Contract on behalf of the Participant has full capacity to perform rights and duties and to act on behalf of the Participant.

3. FINAL PROVISIONS

The Participant encloses the documentation required by the Rules concerning authorization of the person executing this Bid Statement and the Purchase Contract to represent or act on behalf of the Participant.

The Participant hereby declares that it is acquainted with the consequences of giving incorrect data, providing incorrect information or making incorrect announcement or statement in connection with the Tender resulting from the Rules; especially with the possibility of being excluded from the Tender.

Any terms used in this Bid Statement which starts with capital letter and which are not defined herein have the meaning defined in the Rules.

In _____ on _____

on behalf of the Participant
Name:
Position:
officially authenticated signature