

INTERESTED PARTY'S AFFIDAVIT

TP Insolvence, v.o.s., Company ID No.: 032 96 636, with its registered office at Černokostelecká 281/7, Strašnice, 100 00 Prague 10, Czech Republic, the insolvency administrator of **Liberty Ostrava a.s.**, Company ID No.: 451 93 258, with its registered office at Vratimovská 689/117, Kunčice, 719 00 Ostrava (hereinafter referred to as the “**Insolvency Administrator**”), has announced, within the insolvency proceedings filed with the Regional Court in Ostrava under File No. KSOS 37 INS 10270/2024, a tender procedure:

for the sale of a part of the enterprise of Liberty Ostrava a.s., Company ID No.: 451 93 258, with its registered office at Vratimovská 689/117, Kunčice, 719 00 Ostrava (hereinafter referred to as the “**Debtor**”),

in which [*identification of the interested party by business name/first name and surname, registered office/place of residence, Company ID No./date of birth*] (hereinafter referred to as the “**Interested Party**”) participates or wishes to participate as an interested party.

The Interested Party who is interested in purchasing a part of the Debtor's enterprise hereby makes the representations set forth below in accordance with paragraph 3.2(b) of the procedural letter dated 11 February 2025 (hereinafter referred to as the “**Procedural Letter**”).

All terms defined in the Procedural Letter, generally capitalised, shall, in this Affidavit, unless specifically defined herein, have the meanings set forth in the respective definitions in the Procedural Letter.

1. Special Provisions for an Interested Party – Natural Person

1.1 In the event that this Affidavit is made by an Interested Party – natural person:

- (a) paragraph 2.1 and paragraph 3.2 shall not apply; and
- (b) Article 5 (*No Breach*); Article 6 (*No Proceedings*); and Article 7 (*No Crimes or Punishment*) shall apply mutatis mutandis.

2. Incorporation and Capacity

- 2.1 The Interested Party is a company duly incorporated, formed and existing under the laws of the state in which the Interested Party's registered office is located.
- 2.2 The Interested Party has the capacity to participate in the Tender Procedure, to enter into agreements, to execute transactions and to perform all obligations arising for the Interested Party and/or the Tenderer under the Tender Procedure.

3. Submissions and Consents

- 3.1 The Interested Party is not required to make any submissions or registrations in connection with its participation in the Tender Procedure and the consummation of the transactions contemplated by the Tender Procedure, or has successfully made any such submissions or registrations, and the Interested Party is not required to obtain any permits or approvals not already obtained in connection with the Tender Procedure and the consummation of the transactions contemplated by the Tender Procedure.
- 3.2 The Interested Party's participation in the Tender Procedure and the subsequent consummation of the transactions contemplated by the Tender Procedure have been duly and validly approved by all relevant bodies of the Interested Party and the relevant bodies of the Interested Party have

been duly and timely informed of the intention to participate in the Tender Procedure and no body of the Interested Party has prohibited or otherwise restricted the Interested Party's participation in the Tender Procedure.

4. Valid and Binding Obligations

The Application and all other documents related to the Tender Procedure have been duly signed by persons authorised to act on behalf of the Interested Party, and the legal acts referred to constitute valid, binding and enforceable legal acts and obligations of the Interested Party.

5. No Breach

5.1 Participation in the Tender Procedure and the execution of the transactions contemplated in the Tender Procedure will not result in:

- (a) breach of or contravention of any provision of the Memorandum and Articles of Association or any other constitutional or corporate documents of the Interested Party;
- (b) breach of any judgment, ruling, agreement or other restriction of any kind by which the Interested Party is bound;
- (c) violation of any legal provision applicable to the Interested Party;
- (d) breach of or the creation of a right to cancel any obligation under any agreement, licence or permit to which the Interested Party is a party or by which it is bound, or the creation of a right to a declaration of debt acceleration; or
- (e) disadvantage to any of the Interested Party's creditors.

6. No Proceedings

6.1 The Interested Party duly and timely fulfils its legal and contractual obligations, the breach of which could result in its dissolution.

6.2 There is no claim or legal proceedings pending against the Interested Party that could adversely affect the transactions contemplated in the Tender Procedure or the performance of the Interested Party's obligations.

6.3 No criminal prosecution has been initiated or is reasonably threatened against the Interested Party for suspicion of committing a criminal offence pursuant to Act No. 418/2011 Coll., on criminal liability of legal entities and proceedings against them, as amended (hereinafter referred to as the "**Act on Criminal Liability of Legal Entities**"), and there are no circumstances that would lead or could reasonably lead to the initiation of such a prosecution. The Interested Party has not been finally convicted of any criminal offence under the Act on Criminal Liability of Legal Entities.

7. No Crimes or Punishment

7.1 The Interested Party is not a perpetrator, accomplice or participant in any criminal offence, nor has it been involved in any other way in any criminal activity within the meaning of the Act on Criminal Liability of Legal Entities, including in cases where the criminal liability of the Interested Party may have been extinguished due to the limitation of criminal liability or on the grounds of effective remorse.

7.2 No penalty or protective measure within the meaning of the Act on Criminal Liability of Legal Entities has been imposed on the Interested Party.

8. No Sanctions

- 8.1 The Interested Party is not subject to any economic or financial sanction, trade embargo or similar measure adopted, applied or enforced by the United Nations, the United States of America, the European Union (or any of its Member States), the United Kingdom of Great Britain and Northern Ireland or any of their authorities (hereinafter referred to as “**Sanctions**”).
- 8.2 The Interested Party is not otherwise subject to the Sanctions (in particular, it is not directly or indirectly controlled by a person who is subject to the Sanctions or is organised under the laws of, or is a citizen or resident of, a state against which the Sanctions are applied).

9. No Debts

- 9.1 To the best of its knowledge, there are no distraint proceedings under Act No. 120/2001 Coll., the Enforcement Code, as amended, or enforcement proceedings under Act No. 99/1963 Coll., the Civil Procedure Code, as amended, against the Interested Party.
- 9.2 The Interested Party does not have any arrears of taxes or similar payments that would entitle the competent public authority to establish a statutory lien or a judicial lien or to initiate proceedings to enforce the Interested Party’s obligation to make the related payments.

10. No Bankruptcy or Liquidation

- 10.1 The Interested Party has not suspended or interrupted the performance of its outstanding obligations and has not ceased to be able to meet its outstanding obligations.
- 10.2 The Interested Party is not in imminent bankruptcy or bankruptcy within the meaning of Act No. 182/2006 Coll., on bankruptcy and methods of its resolution (the Insolvency Act), as amended (hereinafter referred to as the “**Insolvency Act**”).
- 10.3 The Interested Party is not a person subject to the prohibition on acquiring property from the estate (assets) within the meaning of Section 295 of the Insolvency Act.
- 10.4 No insolvency proceedings have been initiated against the Interested Party’s property and no insolvency petition has been filed in relation to the Interested Party, except for proceedings in which the Interested Party proves to the Insolvency Administrator that the petition is unfounded (due to the absence of its bankruptcy).
- 10.5 The Interested Party has not initiated negotiations on a reorganisation, restructuring or other similar plan, nor is it preparing any such plan, nor has it outsourced its preparation or negotiation to a third party.
- 10.6 Neither the general meeting of the Interested Party nor any court has decided to dissolve the Interested Party with or without liquidation.
- 10.7 To the best of the Interested Party’s knowledge, under no legal system other than Czech law has any circumstance similar to the cases mentioned in the Articles 10.1 to 10.6 above occurred.

11. Validity and Effectiveness of the Representations

The Interested Party is obliged to ensure that all of the above representations are valid and fully effective (in particular, true and complete) until the Interested Party’s participation in the Tender Procedure ends.

In, on

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Business name/First name and surname:

Acting person:

Office of the acting person: