

## Terms and Conditions for Issue of the Penta Real Estate Public EUR II/2022 Bond

<b>Issuer identification:</b>	Penta RE Funding II, s.r.o., registered Office: Digital Park II, Einsteinova 25, 851 01 Bratislava, Slovak Republic, ID: 45 971 421, registered in the Commercial register kept by the Bratislava I District Court, Section: Sro, Entry no.: 69952/B, LEI: 097900BHKT0000085550 (the "Issuer")
<b>Bond name:</b>	Bond Penta Real Estate Public EUR II/2022 (hereinafter referred to as the „Bond“ or „Bonds“)
<b>ISIN:</b>	SK4000020418
<b>Bond type and form:</b>	Bearer Bonds
<b>Bond definition:</b>	Registered securities
<b>Nominal value of one bond:</b>	1 000 EUR
<b>Minimum investment by one initial acquirer:</b>	3 000 EUR in nominal value of the Bonds
<b>Number of bonds:</b>	5 000
<b>Maximum amount of nominal values of the issued Bonds:</b>	5 000 000 EUR
<b>Date of the issue:</b>	21.03.2022
<b>Maturity date for the bond nominal value:</b>	21.03.2024; Bonds shall bear no interest after this date.
<b>Laws under which the Bonds are issued:</b>	The laws of the Slovak Republic
<b>Status of the bonds:</b>	Unsubordinated, secured in accordance with Section 20b of Act No. 530/1990 Coll. on Bonds, as amended (hereinafter referred to as the "Act on Bonds")
<b>Form and manner of security:</b>	Pledge over the Issuer's receivables for the benefit of the holders of the Bonds, through the security agent.
<b>Terms and conditions applicable to the early repayment of the nominal value of bonds and payment of the proportional amount of the yield of bonds:</b>	<p>The Issuer reserves the right to prepay the nominal value of the Bonds (hereinafter referred to as "Prepayment") under the following terms and conditions:</p> <ol style="list-style-type: none"><li>1. The Prepayment may be executed only on one of the following days: 21.03.2023 and 21.09.2023 (hereinafter referred to as "Available Prepayment Dates").</li><li>2. The Issuer shall notify the exercise of its right to execute Prepayment in nationwide periodicals publishing stock exchange news.</li><li>3. The date for Prepayment of the nominal value of the Bonds shall be:<ol style="list-style-type: none"><li>a) the day determined by the Issuer in a notice under clause 2 provided that such a day (i) is an Available Prepayment Date under clause 1 and, at the same time, (ii) it occurs no earlier than 14 days after publication of the notice under clause 2;</li></ol></li></ol>

- b) next Available Prepayment Date following publication of the notice under clause 2, which shall occur no sooner than 14 days after publication of the notice provided that the Issuer does not determine in the notice any date for Prepayment of the nominal value of the Bond (hereinafter referred to as the "Prepayment Date"); this shall be without prejudice to clause 5.
4. In any case that is not covered by clause 3 (a) or (b) it shall be presumed that the Issuer has not exercised its right to execute Prepayment.
5. If the Prepayment Date determined under clause 3 is a day that is not a business day, the next following business day shall be deemed to be the Early Repayment Date and the owner of the Bond shall not be entitled to any interest or any other performance in respect of this postponement of the Prepayment Date.
6. If the Issuer exercises its right to execute Prepayment, they shall pay, on the Prepayment Date, the nominal value of the Bond and the pro-rated part of the yield of the Bond determined in the manner specified in the clause "Manner of determination of the bond yield".
7. Bonds shall bear no interest after Prepayment.

**Mandatory prepayment of the Bonds due to the set-off of claims**

If the Issuer's claims under facility agreement A to be entered into on or around 15.03.2022 in relation to the proceeds of the Bonds issued under the prospectus and these terms and conditions, whether or not the proceeds will be converted by the Issuer into a currency other than the currency of the Bonds (the "Facility Agreement"), expire as a result of the set-off, regardless of whether the set-off occurs in breach of the prohibition on their set-off contained in the Facility Agreement and/or without the Issuer's contribution or consent (the "Occurrence of a Set-off"), all outstanding Bonds existing as of the date of the Occurrence of a Set-off, together with any proportionate part of interest income from these Bonds accrued as of the date of the Occurrence of a Set-off, shall become due and payable within 10 business days from the date of the Occurrence of a Set-off.

**Date of bond issue commencement:**

21.03.2022

**Assumed period of bond issuing, manner of issue:**

The assumed period for bond issuing is from 21.03.2022 to 21.02.2023. The Bonds will be issued based on a public offer.

**Manner of determination of the bond yield:**

The yield is determined based on the fixed interest rate of 3.30 % p.a. of the nominal value of the Bond. The yield shall be calculated as the product of (i) the nominal value of the Bond, (ii) the fixed interest rate under the preceding sentence, and (iii) the proportion between the number of days of the current period and the number of days of the current year where:

1. the number of days of the current period shall mean the actual number of days of the relevant (current) period between the current date of the Bond Yield Payment and the immediately preceding date of Bond Yield Payment or the Issue Date where no previous Bond Yield Payment date exists,
2. the current year shall mean the period of time between the Issue Date until the date of the first anniversary of the Issue Date (inclusive) and each next period of time from the day following the last day of the preceding period until the first anniversary of the last day of the preceding period (inclusive), depending on the period within which the relevant date of the Bond Yield Payment occurs and
3. the number of days of the current year shall mean the product of the number of days of the current period and the number of dates of the Bond Yield Payment for the current year, i.e. the basis for the calculation is Act/Act in compliance with the ICMA rule no.251.

**Issue price for bonds:**

The issue price of the bonds is set up to 100% of the nominal value of a bond. As of each subsequent day during the primary offer (i.e., at or before the end of

the bond issue period) the relevant first-time investor must pay the Issuer the Issue Price together with the amount corresponding to the accrued interest expressed as a percentage of the bond's nominal value and calculated using the following formula:

$$AI = \frac{\left(\frac{3.30\%}{4}\right)}{NDIIP} \times NDPO$$

where:

“AI” means the resulting accrued interest.

“NDIIP” means the actual number of days of the current interest income period within the bond issuance period (from 21.03.2022 until 21.02.2023) between: (i) the immediately following bond yield payment date and (ii) the immediately preceding bond yield payment date, or (if there is no such date) the issue date,

“NDPO” means the actual number of days between: (i) the date of payment of the bond yield immediately preceding the date of subscription of the relevant bonds, or (if there is no such date) the date of issue, and (ii) the date of subscription of the relevant bonds.

**Bond yield payment dates:**

21.06.2022, 21.09.2022, 21.12.2022, 21.03.2023, 21.09.2023 and 21.03.2024 (the "Bond Yield Payment dates"). If the date under the preceding sentence is a day that is not a business day, the date for Bond yield payment shall be the next business day and the owner of the Bond shall not be entitled to any interest or any other performance in respect of postponement of the date of Bond yield payment.

**Ex-Coupon dates:**

07.06.2022 (as of the Bond yield payment date of 21.06.2022),  
06.09.2022 (as of the Bond yield payment date of 21.09.2022),  
07.12.2022 (as of the Bond yield payment date of 21.12.2022),  
07.03.2023 (as of the Bond yield payment date of 21.03.2023),  
06.09.2023 (as of the Bond yield payment date of 21.09.2023),  
07.03.2024 (as of the Bond yield payment date of 21.03.2024).

The Bond yield for a relevant period of time shall be paid out only to the owner of the Bond who is the actual owner of the Bond under the records kept by Centrálny depozitár cenných papierov SR, a.s. on the Business Day immediately preceding the Ex-Coupon Date.

**Payment of the nominal value of bonds:**

The Issuer shall pay the total nominal value of the Bond as a lump sum on the day that represents the maturity date for the total nominal value of the Bond or on the Prepayment Date. If the date of settlement of the nominal value of the Bond is a day that is not a Business Day, the next following Business Day shall be deemed to be the maturity date and the owner of the Bond shall not be entitled to any interest or any other performance in respect of this postponement of the maturity date.

**Ex-Principal date:**

The Ex-Principal date is 07.03.2024. In case of Prepayment of the Bonds, the Ex-Principal Date corresponds to the last Ex-Coupon Date before the date of Prepayment of the nominal value of the Bond. The nominal value of the Bond shall be paid out only to the owner of the Bond who is the actual owner of the Bond under the records kept by Centrálny depozitár cenných papierov SR, a.s. on the Business Day immediately preceding the Ex-Principal Date.

**Manner of payment of bond yields and repayment of the bond nominal values:**

Payment of the yield of the Bond and repayment of the nominal value of the Bond shall be executed via a bank transfer to the owner's account.

**Place for payment of bond yields and bond nominal values:**

Privatbanka, a.s., Einsteinova 25, 851 01 Bratislava 5, Slovak Republic, Identification No.: 31 634 419, Legal Entity Identifier (LEI): 31570020000000004154; it shall not affect the method of payment of the Bond yield and the repayment of the nominal value of the Bonds mentioned above.

**Meeting of the holders of the Bonds:**

Not established.

**Joint representative of the holders of the Bonds:**

Privatbanka, a.s., Einsteinova 25, 851 01 Bratislava 5, Slovak Republic, Identification No.: 31 634 419, Legal Entity Identifier (LEI): 31570020000000004154 (in this capacity, the "Security Agent") was appointed as joint representative of the holders of the Bonds, in accordance with Section 5d of the Act on Bonds; it shall also act as the person appointed to perform the activities of the Security Agent in respect of the Bonds.

The Security Agent shall be the joint representative of the holders of the Bonds for:

- (i) securing the claims of the holders of the Bonds vis-à-vis the Issuer arising from the Bonds by pledges;
- (ii) exercising the rights attached to the pledge;
- (iii) collecting the payments for the benefit of the holders of the Bonds in connection with the enforcement of the pledge; and
- (iv) registering the claims of the holders of the Bonds arising out of the Bonds in bankruptcy or restructuring proceedings (or similar proceedings under foreign law) and representing the holders of the Bonds in such proceedings.

In addition to the authorities specified in the previous clause, the joint representative of the holders of the Bonds shall also be entitled and obliged to:

- (i) exercise on behalf of all holders of the Bonds the rights attached to the Bonds to the extent defined by the terms and conditions, the Intercreditor Agreement, the Pledge Agreement (as both of these terms are defined below in section "Security Agent") and the prospectus;
- (ii) check compliance with the terms and conditions, the Intercreditor Agreement, the Pledge Agreement, and the prospectus by the Issuer;
- (iii) perform other acts in the name of all holders of the Bonds and/or otherwise protect their interests, in the manner and to the extent determined by the terms and conditions, the Intercreditor Agreement, the Pledge Agreement, and the prospectus;
- (iv) inform the holders of the Bonds about any matters of essential nature (such as non-compliance with the terms and conditions, the Intercreditor Agreement, the Pledge Agreement, and the prospectus by the Issuer), in the manner specified in the Intercreditor Agreement.

The holders of the Bonds may not separately exercise the right of the holders of the Bonds attached to the Bonds to the extent to which they are exercised by the joint representative of the holders of the Bonds. This shall be without prejudice to the rights of the holders of the Bonds arising from the mandatory provisions of the Act on Bonds.

When performing its duties, the joint representative of the holders of the Bonds shall act with due care and in accordance with the interests of the holders of the Bonds that are, or ought to be, known to it.

In the prospectus, the holders of the Bonds are informed about the risk of a potential conflict of interest between the joint representative of the holders of the



Bonds and the holders of the Bonds as a result of the fact that the joint representative of the holders of the Bonds is a member of the Penta group. However, the Issuer does not perceive this fact as causing a conflict of interest in relation to the holders of the Bonds because while performing its duties, the joint representative of holders of the Bonds, who is an entity subject to regulation and supervision on the financial market, shall act with due professional care for the benefit of all holders of the Bonds in accordance with the Act on Bonds, the Securities Act, the terms and conditions, the prospectus, and the Intercreditor Agreement.

The joint representative of the holders of the Bonds shall cease to exist:

- (i) upon fulfilling all the obligations arising to it from being the joint representative of the holders of the Bonds;
- (ii) upon its removal as the joint representative of the holders of the Bonds;
- (iii) by resigning as the joint representative of the holders of the Bonds;
- (iv) by terminating the joint representative of the holders of the Bonds;
- (v) upon dissolution of the legal person of the joint representative of the holders of the Bonds without a legal successor.

After the termination of the joint representative of the holders of the Bonds, the Act on Bonds shall be followed.

The joint representative of the holders of the Bonds shall be liable for damage caused by a breach of its obligations under the terms and conditions, the Intercreditor Agreement, the Pledge Agreement, and the prospectus.

#### **Security for the Bonds:**

As of the issue date, the Bonds will be secured in accordance with Section 20b of the Act on Bonds by a first-ranking pledge (the "Pledge") over the Issuer's claims vis-à-vis Penta Real Estate Holding Limited arising from the Facility Agreement, a copy of which will be available to the holders of the Bonds for inspection at their request on a pre-agreed date during normal business hours with the administrator of the issue, Privatbanka, a.s., in the office specified to be at Einsteinova 25, 851 01 Bratislava 5, Slovak Republic (the "Specified Office of the Administrator"). The claims that will be the subject of the Pledge are owned and pledged by the Issuer. The Bonds will be secured by no security other than the Pledge. The claims of the holders of the Bonds shall be secured up to the maximum principal amount set at EUR 7.500.000 (in words: seven million five hundred thousand euros).

In accordance with Section 20b(4) of the Act on Bonds, the Pledge will be created under the laws of the Slovak Republic for the benefit of the holders of the Bonds under a Pledge Agreement to be entered into on 15.03.2022 by and between the Issuer as pledge or and the Security Agent as pledgee and joint and several creditor with each holder of the Bonds under the terms and conditions (the "Pledge Agreement"). A copy of the Pledge Agreement shall be available for inspection by the holders of the Bonds, at their request, at the date agreed in advance during the usual business hours in the Specified Office of the Administrator.

When enforcing the Pledge, the holders of the Bonds will be able (through the Security Agent) satisfy their claims under the Bonds from the collateral – claims that are subject to the Pledge, in accordance with the law, the terms and conditions, the Pledge Agreement, and the prospectus, either by collecting (in the case of all pledged claims) or (in the case of pledged claims arising from the Facility Agreement) by recovering the pledged claims directly from Penta Real Estate Holding Limited as a sub-borrower (in accordance with Section 151mb(3) of Act No. 40/1964 Coll, the Civil Code, as amended (the "Civil Code")) or by using the proceeds from the sale of such pledged claims (in accordance with Section 151m(1) of the Civil Code). This shall be without prejudice to the right of the holders of the Bonds to demand that the Issuer satisfy their receivables under the Bonds in any other manner permitted under the relevant laws.

**Security Agent:**

Privatbanka, a.s., Einsteinova 25, 851 01 Bratislava 5, Slovak Republic, Identification No.: 31 634 419, Legal Entity Identifier (LEI): 31570020000000004154, a joint and several creditor with each holder of the Bonds, was appointed as Security Agent in accordance with Section 20b(4) of the Act on Bonds.

*Capacity of the Security Agent*

By subscribing, purchasing, or otherwise acquiring the Bond, each holder of the Bonds agrees that:

- (i) for the purposes of creating, protecting, exercising, and enforcing the Pledge and any other rights arising from the Pledge Agreement, the Security Agent shall be the joint representative of the holders of the Bonds in respect of security by way of pledge and the joint and several creditor of the Issuer's each monetary obligation under the Bonds owed to each and any holder of the Bonds, and that for this reason, the Security Agent shall have its own and independent right to demand that the Issuer fulfil these obligations under the Bonds as they fall due; by each fulfilment of any such obligation under the Bonds to the Security Agent, the corresponding obligation owed to the relevant Bondholder will be fulfilled to the same extent, and vice versa;
- (ii) only the Security Agent is, and under no circumstance any individual holders of the Bonds are, entitled to enforce the security by way of pledge;
- (iii) it will exercise all its rights and enforce all its claims for repayment of obligations under the Bonds by enforcing the Pledge (including the exercise, registration, and enforcement of the Issuer's obligation under the Bonds secured by the Pledge in bankruptcy or other proceedings) exclusively through the Security Agent;
- (iv) any right exercised by the Security Agent in relation to the enforcement of the Pledge or other entitlement under the Pledge Agreement shall be deemed to be exercised by the Security Agent as creditor and secured creditor who fully benefits from the Pledge or other right under the Pledge Agreement;
- (v) the Security Agent shall distribute the proceeds of enforcement of the Pledge as a result of the exercise and enforcement of the rights under the Pledge or other right under the Pledge Agreement in accordance with Article 3.4 (Partial Payments) of the Intercreditor Agreement and, after such distribution, the Security Agent will not have to pay any more to any holder of the Bonds under Section 515 of the Civil Code;
- (vi) the Pledge Agreement and the Intercreditor Agreement be entered into.

The relationship between the Issuer, the joint representative of the holders of the Bonds, and the Security Agent in connection with some other administrative proceedings in connection with the Pledge is regulated in the Intercreditor Agreement which has been entered into before the Issue Date on or around 25.02.2022 (the "Intercreditor Agreement"). A copy of the Intercreditor Agreement is available for inspection by the holders of the Bonds, at their request, at the date agreed in advance during the usual business hours in the Specified Office of the Administrator.

When performing its duties as security agent, the Security Agent shall proceed with due professional care and in the interest of all holders of the Bonds. The Security Agent shall have only the rights and obligations arising from the terms and conditions, the Intercreditor Agreement, the Pledge Agreement, the agency agreement entered into on 1 March 2018 (under which the Security Agent was authorised to perform its activities by the Issuer and a copy of which is available for inspection by the holders of the Bonds, at their request, at the date agreed in

advance during the usual business hours in the Specified Office of the Administrator) and the prospectus.

#### *Rights and obligations of the Security Agent*

The Security Agent, as the joint and several creditor with each holder of the Bonds under the terms and conditions, may and shall request from the Issuer, for the benefit of the holders of the Bonds, the payment of any amount to be paid by the Issuer to any holder of the Bonds in respect of the Issuer's obligation arising from the Bonds.

The Security Agent may and shall equally exercise all rights, powers, authorisations, and decision-making rights arising from the security documents related to the Pledge in accordance with the terms and conditions, the Intercreditor Agreement, the Pledge Agreement, the agency agreement, and the prospectus.

Unless otherwise stipulated in the terms and conditions or in the prospectus, the Security Agent shall deposit any payment received for the holders of the Bonds within 5 (five) business days to the account of the administrator of the issue for the purpose of payment of the due amounts to the holders of the Bonds in accordance with the terms and conditions and the prospectus. The Security Agent is not obliged to pay interest on any cash amounts held by it for the holders of the Bonds.

#### *Termination of the office of the Security Agent*

If the Security Agent is terminated without a legal successor, resigns as security agent, is not able to perform its ordinary business activities (due to the withdrawal of the relevant business licenses, insolvency proceedings, etc.) or grossly violates the duties when performing the office of security agent, the Issuer shall without undue delay appoint another person having the licence of the securities trader to act as security agent in connection with the Bonds who may, under a license issued by the competent authority, perform the office and render services provided by the Security Agent in connection with the Bonds (the "New Security Agent"). However, this change shall not affect the position or interests of the holders of the Bonds. To this end, the Issuer shall, without delay, then enter into new security documents with the New Security Agent that shall in all material respects correspond to the original security documents, and the current Security Agent shall provide all its co-operation in connection with the replacement of the Security Agent. In the event of any other early termination of the office of the Security Agent, the potential termination of the office of the Security Agent shall not become effective until the New Security Agent in respect of the Bonds is appointed, who will fully take over the rights and obligations of the current Security Agent resulting to it from the Intercreditor Agreement, the Pledge Agreement, the terms and conditions, the agency agreement, and the prospectus, including the entering into of a new Pledge Agreement so that, at the latest at the moment of the change of the Security Agent, the Pledge is validly created for the benefit of the New Security Agent. The Issuer shall notify the holders of the Bonds of the change of the Security Agent without undue delay in accordance with clause 4.4.23 of the prospectus.

After replacing the Security Agent for any reason under the terms and conditions and the prospectus, for the purposes of the definition of the Security Agent and the terms and condition and the prospectus, the new Security Agent will continue to be deemed as the "Security Agent" to the full extent.

#### **Creation of security:**

By entering into a pledge arrangement, on 15.03.2022, the Issuer together with the Security Agent shall create a pledge over the Issuer's claims under the Facility Agreement in the first rank decisive for satisfaction or with a similar right of priority over any other pledgees and/or persons, to the name of the Security Agent and shall ensure its perfection (on 15.03.2022 by its registration in the Notarial Central Register of Pledges), and shall ensure that it become effective against PENTA REAL ESTATE HOLDING LIMITED as a sub-borrower (on



15.03.2022 by a written notice to the sub-borrower). The Issuer will maintain the Pledge in full until the repayment of all the Issuer's obligations arising from the Bonds.

The Security Agent shall not be liable to the holders of the Bonds for the fact that the Pledge has not been validly created or has not become effective or that it has performed or has not performed any action in respect of the Pledge Agreement except as a result of gross negligence or wilful misconduct of the Security Agent.

**Enforcement of the Issuer's obligations through the Security Agent:**

The Security Agent, as the joint and several creditor with each of the holders of the Bonds under the terms and conditions, may request that the Issuer pay, for the benefit of the holders of the Bonds, any due amount the Issuer is required to pay to any holder of the Bonds in connection with the Issuer's obligation arising from the Bonds, including its recovery through the enforcement of the Pledge (that is created for the name of the Security Agent). For this reason, all holders of the Bonds shall exercise their rights under the Bonds that could in any way threaten the existence or quality of the Pledge (including the individual exercise, enforcement, and satisfaction of any monetary claims in respect of the Bonds vis-à-vis the Issuer by the enforcement of the Pledge) only in cooperation with the Security Agent and through the Security Agent.

**Procedure by the Security Agent when enforcing the Pledge:**

Once any receivable secured by the Pledge has remained unpaid (in whole or in part) when due, the Pledge shall become enforceable and the Security Agent may begin with the enforcement of the Pledge under the conditions set out in the Pledge Agreement in one of the following ways: (i) by collecting the pledged receivables and applying the collected amounts; (ii) by direct sale of the pledged receivables; (iii) by the sale of the pledged receivables in the form of a public tender pursuant to Section 281 et seq. of Act No. 513/1991 Coll., the Commercial Code, as amended; or (iv) by the sale of the pledged receivables at a voluntary auction under Act No. 527/2002 Coll., as amended.

The Security Agent shall have the right to take over all proceeds of the sale of the pledged claims or the right to enforce the Pledge in another manner permitted by the Pledge Agreement and use it to repay all secured claims due at that time in the following order:

- (i) first, for payment of all costs and expenses of the Security Agent (including, without limitation, the remuneration of legal and other professional advisers), fees and taxes (including VAT) incurred by the Security Agent in connection with the enforcement of the Pledge; and
- (ii) secondly, in the order determined under clause 3.4 (Partial Payments) of the Intercreditor Agreement,

and if, after applying the proceeds according to paragraphs (i) and (ii) above, there is any surplus left which the Security Agent is not obliged to use otherwise under the applicable law, the Security Agent shall (in compliance with Section 151ma of the Civil Code) release this surplus to the Issuer without undue delay after using the proceeds according to paragraphs (i) and (ii) above.

Within 30 days of the completion of the sale of the pledged claims, the Security Agent shall provide the Issuer with a written report describing the individual steps of the sale process, the amount of the sale proceeds, the amount of the costs incurred in connection with the enforcement of the Pledge, and information about the distribution of the sale proceeds.

**Issuer's declaration:**

The Issuer declares that it owes the nominal value of the Bond to its owner and that the data stated herein are full, true, and comply with the requirements applicable to bonds under § 3 (1) and (2) of Act no. 530/1990 Coll. on bonds, as amended by subsequent regulations.



<b>Issuer's undertaking:</b>	The Issuer undertakes to pay the owner of the Bond the nominal value of the Bond and the yield of the Bond on the dates specified herein.
<b>Transferability of bonds:</b>	Bonds are transferable to new owners without restrictions.
<b>Bond yield taxation:</b>	The yield of the Bond shall be taxed in compliance with the legal regulations valid at the time of yield payments.
<b>Target market:</b>	<p>The bond is intended for both professional and non-professional investors as well as eligible counterparties.</p> <p>It is suitable for informed investors who demonstrably have sufficient knowledge of the nature and risks of bonds, declare their resilience to the risk of investing in bonds, and are able to bear the potential loss of invested funds. The goal of the investor who purchased this product is the protection or growth of invested funds.</p> <p>The recommended investment horizon corresponds to the maturity of the bond, i.e., up to 2 years.</p> <p>The bond is not intended for non-professional investors:</p> <ul style="list-style-type: none"><li>i) who have not demonstrated sufficient knowledge of the nature and risks of the investment vehicle,</li><li>ii) whose investment horizon is inconsistent with the date of maturity of the bond, or</li><li>iii) who have demonstrably not declared resilience to the risk of investing in bonds and are unable to bear any loss of invested funds.</li></ul>
<b>Purpose of the use of the funds raised by issuing the Bonds:</b>	The purpose of using the funds raised by issuing the Bonds after payment of all fees, costs, and expenses in connection with the issue is primarily financing of companies in the Penta Real Estate Holding Limited Group.
<b>Additional data:</b>	Bonds will be issued in compliance with the legal regulations valid within the territory of the Slovak Republic. The rights associated with the Bond shall cease to exist after the expiry of 10 years from its maturity date. No rights of first refusal, exchange or other rights are associated with the Bonds except for the rights stated in the Terms and Conditions of Issue. The facts associated with exercise of the rights of owners of Bonds shall be published within nationwide periodicals publishing stock exchange news and at the Issuer's registered office. Centrálny depozitár cenných papierov SR, a.s. shall keep the records concerning Bonds.