#### ISSUE TERMS AND CONDITIONS FOR BONDS OF Y&T LUXURY PROPERTY PRAGUE CZECH REPUBLIC S.R.O.

Real Estate Bond Y&T Luxury Property 2023

#### I. INTRODUCTORY PROVISIONS

- 1.1 These issue terms and conditions were issued by the bond issuer Y&T Luxury Property Prague Czech Republic s.r.o., business ID no.: 29055113, registered office: Maiselova 59/5, Josefov, 110 00 Prague 1, registered in the Commercial Register maintained by the Municipal Court in Prague under ref. no. C 163300, as issue terms and conditions within the meaning of Section 2 of Act No. 190/2004 Coll., on bonds, as amended (hereinafter the "Bonds Act").
- 2. 1.2 These issue terms and conditions define in more detail the rights and duties of the bond issuer and holders in connection with the issue of the bonds by the issuer and contain additional information about the bond issue.

# **II. SUMMARY OF SELECTED BOND FEATURES**

Y&T Luxury Property Prague Czech Republic s.r.o., business ID no.: 29055113, Issuer: registered office: Maiselova 59/5, Josefov, 110 00 Prague 1, registered in the Commercial Register maintained by the Municipal Court in Prague under ref. no. C 163300

Bond name: ISIN:

Nominal value of Bond:

Form of Bonds: Kind of Bonds: Issue price: Minimum investment: Issue date: Issue period:

Total number and numbering of bonds:

Yield:

Date of beginning of first yield period:

Date of entitlement to payment of yield:

Final maturity date:

#### **III. IMPORTANT NOTICES**

Real estate bond Y&T Luxury Property 2023 CZ0003548844 CZK 50,000 (*fifty thousand Czech crowns*)

securities to order

certificated

100% of the nominal value of the Bonds as at the Issue Date

1 (one) Bond

1 March 2023

The issue period for subscription of the Bonds starts on 1 March 2023 and ends on 29 February 2024

470 pcs, 001 to 470

9.00% p.a. 1 March 2023

Annually, always on the last day of February of the year (i.e. 29 February 2024, 28 February 2025, 28 February 2026)

28 February 2026

- 1. 3.1 These issue terms and conditions are the issue terms and conditions of the bonds within the meaning of the Bonds Act. Any offer of the Bonds made or to be made by the issuer, including the distribution of the issue terms and conditions to selected investors in the Czech Republic or abroad, is made pursuant to Art. I.1.3 of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus, i.e. the total value of the consideration is less than EUR 1,000,000. This amount is calculated for securities offered in all European Union Member States over a 12-month period. The extension of the issue terms and conditions and the offer, sale or purchase of the bonds are restricted by law in certain countries. The issuer has not applied for approval or recognition of these issue terms and conditions in another country.
- 2. 3.2 The Czech National Bank does not supervise this bond issue or the issuer.

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# IV. BASIC CHARACTERISTICS OF BONDS

- 1. 4.1 The issuer is the company referred to in Art. II of these issue terms and conditions.
- 2. 4.2 The issuer was assigned by Centrální depozitář cenných papírů, a.s. (hereinafter "CDCP") the identification number LEI 315700VJ29TDYGG1A793.
- 3. 4.3 The bonds shall bear the name specified in Art. II of these issue terms and conditions.
- 4. 4.4 The nominal value (as the amount due) of each bond is specified in Art. II of these issue terms and conditions.
- 5. 4.5 The issue date of the bonds shall be the date specified in Art. II of these issue terms and conditions.
- 6. 4.6 The bonds are issued in certificated form.
- 7. 4.7 The bonds are securities to order. The bonds were assigned the identification designation CZ0003548844 by CDCP in accordance with the ISIN international numbering system (hereinafter the "ISIN").
- 8. 4.8 The bonds (their nominal values as amounts due) mature on 28 February 2026. The rights attached to a bond and the right to redeem a bond are vested in the person who is registered as the bondholder in the list of bondholders maintained by the issuer in accordance with Art. 10.3 of the issue terms and conditions as at the end of 18 February 2026 (also the record date for payment of the principal). A bondholder also has the right to redeem a bond early in accordance with these issue terms and conditions.
- 9. 4.9 The yield on the bonds is set at a fixed interest rate of 9.00% p. a. on the nominal value of a bond.

- 10. 4.10 The bonds shall bear interest from (and including) the issue date until (i) their maturity date or (ii) a date specified by the issuer as the date of their early redemption in a notice under Art. 6.2 of the issue terms and conditions, whichever is earlier. A bond's first yield period starts from the issue date and ends on 29 February 2024; subsequent yield periods are annual and start on the first day of March and end on the last day of February of each calendar year until the bonds' maturity. The exception to this is a year in which a bond matures early, if any, when the yield periods are shortened due to maturities during the year.
- 11. 4.11 The calculation of the bond yield attributable to a bond for each period of one year shall be determined as the product of the nominal value of such bond and the interest rate expressed as a decimal.
- 12. 4.12 In calculating the yield attributable to a bond for a period of less than one year, one year shall be deemed to comprise three hundred and sixty days divided into twelve months of thirty days each, and in the case of an incomplete month the number of days actually elapsed shall be used (BCK Standard 30E/360 interest calculation convention).
- 13. 4.13 In calculating the yield on each individual bond for each yield period, the yield is rounded to hundredths (i.e. to whole haléřs). The total amount of the yields on all bonds payable to a bondholder is rounded to the nearest hundredth (i.e. whole haléřs).
- 14. 4.14 The yield on the bonds shall be paid in arrears, starting from the end of the first yield period pursuant to Art. 4.10 of these issue terms and conditions, until the 15th day following the preceding yield period. The yield for the last yield period will be paid together with the principal on the bond maturity date.
- 15. 4.15 Payment means the debiting of a sum of money to the issuer's bank account. If the maturity date for the bonds or payment date for yields falls on a day that is not a business day, the payment date shall be the next business day, without any entitlement to a yield for such postponement.
- 16. 4.16 The right to payment of bond yields shall be vested in the person/entity registered as the bondholder in the list of bondholders maintained in accordance with Art. 10.3 of the issue terms and conditions at the end of the 20th calendar day of the month in which the relevant yield period ends.
- 17. 4.17 The right to the yield from a bond cannot be separated from a bond.
- 18. 4.18 The bonds shall be redeemed and the yields on the bonds shall be paid into a bank account to be notified in writing by a bondholder to the issuer for this purpose. A bondholder is entitled to notify the issuer of a change to the bank account designated for payment of yields by sending a written request for a change bearing

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the bondholder's notarised signature. The effectiveness of a change with respect to the issuer shall be on the 15th calendar day following the delivery of written notice of the change to the issuer.

- 19. 4.19 The issuer undertakes to pay interest income and repay the nominal value of the bonds in Czech crowns.
- 20. 4.20 The issuer is entitled to decide to change the method of making payments, where such change must not cause any detriment to the bondholders. This decision will be notified to the bondholders in accordance with these issue terms and conditions.
- 21. 4.21 The bonds will be designated by natural numbers in a continuous series from 1 to 470. In the event of an increase in the issue volume in accordance with these issue terms and conditions, further bonds will be numbered from 471 onwards.
- 22. 4.22 The bonds are ordinary bonds (not of a special kind). The debts under the bonds (and all the issuer's payment debts to bondholders arising under the bonds) constitute direct, general, unconditional and unsubordinated debts of the issuer that are and will be (a) equal in the order of their satisfaction (*pari passu*) among themselves, (b) at least equal (*pari passu*) to all other present and future unsubordinated debts of the issuer, other than those debts of the issuer

otherwise provided for by mandatory provisions of legal regulations. The issuer undertakes to treat all bondholders the same.

- 23. 4.23 The bondholders' receivables will not be secured in any way. The repayment of the bond amounts is not guaranteed in any way.
- 24. 4.24 The bonds are not covered bonds pursuant to Section 28 of the Bonds Act.
- 25. 4.25 The bonds are not subordinated bonds within the meaning of Section 34 of the Bonds Act.

# **V. BASIC ISSUE CHARACTERISTICS**

- 1. 5.1 The bonds may be subscribed at any time during the subscription period, which starts on the bond issue date and ends on 29 February 2024. The issuer is entitled to extend this period or set an additional subscription period. The issuer shall announce its decision in the same manner as that in which the issue terms and conditions are published.
- 2. 5.2 The bonds may be acquired by any natural person or legal entity in the European Union. The issuer does not intend to apply for admission of the issue to trading on a regulated market and intends to offer the bonds to the public only under a *de minimis* exemption within the meaning of Article 1(3) of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus, and therefore the issuer is not issuing and publishing a prospectus for the securities pursuant to this regulation.
- 3. 5.3 The bonds may be subscribed in person at the address of the issuer's registered office or at another address as agreed between a subscriber and the issuer. A subscription shall be executed and a subscription agreement concluded by a subscriber signing an order and the issuer accepting it and the subsequent marking of the subscriber as the first transferee on the face of a bond by the issuer. By signing an order, a subscriber confirms the truthfulness of the information contained therein and his/her/its consent to these issue terms and conditions and the rights and duties arising herefrom. The issuer reserves the right to refuse an order for bonds until the first transferee is marked on a bond. The issuer shall inform a subscriber without undue delay of the refusal of an order.
- 4. 5.4 The issue price of a bond (i.e. the amount of money determined on the date a subscription agreement is signed for which the issuer issues a bond and which a subscriber is obliged to pay to the issuer under the subscription agreement) corresponds to 100% (one hundred percent) of the nominal value of the bond, i.e. the amount of CZK 50,000 (fifty thousand Czech crowns) as of the bond issue date; after the issue date the unpaid aliquot interest yield (AIY) will be added to this amount as appropriate. If so agreed in writing between the issuer and a subscriber, a subscriber shall pay only the nominal value of a bond upon subscription and the unpaid amount corresponding to the AIY on the bond payment date shall be set off by the issuer against its liability for the first interest payment thereafter on the bond.
- 5. 5.5 A subscriber shall pay the issue price of a bond to the issuer within five (5) business days of the date an order is signed. A bond will not be issued before the issue price is paid up.
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- 6. 5.6 The issue price of the bonds shall be paid by bank transfer to the issuer's account no: 9620302/0800 maintained with Česká Spořitelna, unless the issuer and a subscriber agree otherwise in writing. The issue price is paid in full at the moment the entire amount of the issue price is credited to the issuer's bank account.
- 7. 5.7 Bonds will be issued to subscribers no later than ten business days after the date of payment of their issue price, either by mail delivered by a postal service provider or by personal delivery to a subscriber by a representative of the issuer. A subscriber is obliged to sign a bond handover record and hand it over or send it back to the issuer.

- 8. 5.8 In addition to the issuance of bonds in the manner described above, the issuer is also entitled to proceed in such a way that, when issuing bonds, it first acquires the bonds as a subscriber into its ownership and only then transfers them to another person/entity.
- 9. 5.9 The estimated total nominal value of the bond issue is CZK 23,500,000 (*twenty-three million, five hundred thousand Czech crowns*). The issuer is entitled to increase this value by up to 15%, but only to the extent that the total nominal value of the bond issue does not exceed EUR 1,000,000.
- 10. 5.10 No evaluation of the issuer's creditworthiness (rating) has been made.
- 11. 5.11 The Czech National Bank is not supervising the bond issue or their issuer.
- 12. 5.12 Transfers of bonds are restricted in accordance with Art. 10.4 of the issue terms and conditions.

#### VI. OPTION OF EARLY REDEMPTION OF BONDS

- 1. 6.1 The issuer has the right to redeem individual bonds early at any time at its option together with their pro rata yield.
- 2. 6.2 The issuer is obliged to notify its decision on the early redemption of bonds to the affected bondholders by sending a written notice to the affected bondholders' addresses known to it or by other demonstrable means, or by publication in accordance with Art. 10.12 of the issue terms and conditions, at the earliest thirty days and at the latest ten (10) days before the early redemption date. In such case, the right to redeem a bond shall be vested in the person/entity entered in the list of bondholders maintained in accordance with Art. 10.3 of the issue terms and conditions as the bondholder affected at the end of the day preceding by ten (10) days the early redemption date specified in such notice by the issuer.
- 3. 6.3 The issuer is entitled to redeem bonds early to the account which a bondholder affected notifies to the issuer in writing for this purpose no later than on the fifth (5th) day prior to the date of early redemption of the bonds specified in the issuer's notice pursuant to Art. 6.2 of the issue terms and conditions. If the holder affected does not provide it with a different account, the issuer is entitled to redeem bonds early to the account last provided by the holder affected for the purpose of payment of the bond yield or redemption of a bond. If the issuer has not been advised of such account, the issuer shall be entitled to redeem the bonds early into a lawyer's escrow account for the benefit of the holder and shall give reasonable notice thereof to the holder. If the holder does not apply to the lawyer for the money within one year of the money being credited to the lawyer's escrow, the money will be forfeited to the issuer. Escrow with a lawyer is paid for by the person to whom the funds are transferred by the lawyer.
- 4. 6.4 The issuer reserves the right to set off receivables prior to the payment of any amount to a bondholder, as they may arise, in particular, from other provisions of these issue terms and conditions.

# VII. TAXATION OF BOND YIELD

- 1. 7.1 Bond yields will be taxed in accordance with the applicable legal regulations of the Czech Republic, in particular Act No. 586/1992 Coll., on income taxes, as amended.
- 2. 7.2 Redemption of the nominal value and payment of yields on bonds shall be made without withholding of taxes or charges of any kind, unless such withholding of taxes or charges is required by applicable legal regulations of the Czech Republic in effect on the payment date. If any withholding of taxes or fees is required by the legal regulations of the Czech Republic, the issuer will not be obliged to pay any additional amounts to the bondholders as compensation for such withholding of taxes or charges.
- 3. 7.3 Under the legislation in effect on the date of these issue terms and conditions, interest income from a bond will be paid to a natural person who is a Czech tax resident (or a Czech permanent

establishment of a natural person who is not a Czech tax resident), withholding tax is levied at source; the current rate of this tax is 15%.

- 4. 7.4 Under the legislation in effect on the date of these issue terms and conditions, interest income from a bond accruing to a person who is a Czech tax resident (or to a Czech permanent establishment of a legal entity that is not a Czech tax resident) is part of its general tax base subject to the applicable income tax rate.
- 5. 7.5 In the case of interest income realised by a Czech tax non-resident, any double taxation treaty will be taken into account.
- 6. 7.6 A beneficiary shall be obliged to provide credible evidence to the issuer upon its request as to which tax regime applies to it and shall be liable for the truthfulness of such disclosure and any consequences of its untruthfulness.

# VIII. IDENTIFICATION OF PERSONS INVOLVED IN ISSUE OF BONDS AND RELATED PAYMENTS

8.1 Issue of bonds, redemption of bonds and payment of bond yields is handled by the issuer, i.e. Y&T Luxury Property Prague Czech Republic s.r.o., business ID no.: 29055113, registered office: Maiselova 59/5, Josefov, 110 00 Prague 1, in the manner described in these issue terms and conditions.

#### **IX. BONDHOLDERS' MEETING**

- 1. 9.1 The issuer, a bondholder or a joint representative may call a bondholders' meeting (hereinafter a "**Meeting**") if necessary to decide the common interests of the bondholders in accordance with these issue terms and conditions.
- 2. 9.2 The costs of organising and convening a Meeting shall be borne by the convenor, unless otherwise provided by law.
- 3. 9.3 The convener, if a bondholder, shall deliver to the issuer by registered mail to the address of its registered office, in due time, but no later than 30 (thirty) calendar days before the intended Meeting, a notice of the Meeting so that it can be published without undue delay (see Art. 10.12 on the manner of publication), for the avoidance of doubt, it is stated that in such case the issuer shall not be obliged to examine in any way the requisites of such notice and shall not be liable in any way for the content of such notice, and at the same time deliver to the issuer by notice addressed to the address of its registered office a request to procure proof of the number of all bonds entitling the holder to attend the Meeting convened by the convenor, i.e. a complete copy of the list of holders. A bondholder is obliged to send the agenda of a Meeting, including proposed amendments and requests, together with notice of a Meeting. The issuer is obliged to provide reasonable assistance to the convener, a bondholder, for the proper convening of a Meeting, at least to the extent of publishing information about the convening of the Meeting at its website and providing a complete copy of the list of holders.
- 4. 9.4 The issuer shall promptly convene a Meeting in the cases set out below in this Art. 9.4 and in other cases provided for by the currently applicable generally binding legal regulations ("Changes of a Material Nature"), in particular:
  - 1. (a) a draft amendment or amendments to the issue terms and conditions if its consent to the amendment of the issue terms and conditions is required by legal regulations;
  - 2. (b) a proposal for the transformation of the issuer;
  - 3. (c) a proposal to enter into a control agreement or a profit transfer agreement, regardless of which party the issuer is;

- 4. (d) a proposal to enter into a contract pursuant to which a disposition is made of the business or part thereof, regardless of which party to the contract the issuer is, if the full and timely redemption of the bonds or the payment of yields on the bonds may be jeopardised.
- 5. 9.5 The convener shall give notice of a Meeting in the manner specified in Art. 10.12 of these issue terms and conditions no later than 15 (fifteen) calendar days before the Meeting date.
- 6. 9.6 If the convener is a bondholder or joint representative, the convener shall deliver the notice of the Meeting pursuant to Art. 9.3 of these issue terms and conditions to the issuer within the same time period.
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- 7. 9.7 If the issuer is the convener, it shall announce the convening of a Meeting at the website https://www.luxusni-bydleni-praha.com/ and at the same time send the invitation by e-mail or by ordinary mail to the address of permanent residence indicated by a bondholder as registered by the issuer in the list of bondholders no later than 15 (fifteen) calendar days before the Meeting date. A notice convening a Meeting must include at least (a) the issuer's business name, business ID number and registered office, (b) a designation of the bonds, including at least the bond name, issue date and ISIN, (c) the place, date and time of the Meeting (determined so as to least restrict bondholders' ability to attend the Meeting), (d) the Meeting's agenda and, if an amendment to the issue terms and conditions is proposed, also a proposal for such change and the reasons for such change and (e) the date which is the record date for attendance at the Meeting.
- 8. 9.8 A Meeting shall be entitled to decide only on the draft resolutions set out in the notice convening the Meeting. Decisions on draft resolutions not included in the Meeting's agenda in the notice convening a Meeting shall be admissible only if all bondholders entitled to vote at a Meeting are present at the Meeting.
- 9. 9.9 If the reason for convening a Meeting ceases to exist, the Meeting shall be cancelled in the same manner as it was convened, no later than seven (7) calendar days before the Meeting date.
- 10. 9.10 Only the following shall be entitled to attend and vote at a Meeting:

(a) a bondholder who is registered as a bondholder in the register of holders at the end of the day that is ten (10) calendar days prior to the day of the relevant Meeting (hereinafter "**Record Date for Attendance at Meeting**"); or

(b) a person who proves him/herself to be a proxy of a bondholder pursuant to subpara. (a) for the purpose of such Meeting.

- 11. 9.11 Transfers of bonds made after the Record Date for Attendance at Meeting shall be disregarded.
- 12. 9.12 Each bondholder shall have a number of votes equal to the ratio of the nominal value of the bonds held by him/her/it to the aggregate nominal value of all bonds issued and outstanding or not cancelled as at the Record Date for Attendance at Meeting.
- 13. 9.13 Bonds held by the issuer on the Record Date for Attendance at Meeting that have not been extinguished at the issuer's option shall be disregarded for the purposes of the Meeting.
- 14. 9.14 If a Meeting is deciding whether to dismiss a joint representative, the joint representative may not exercise the voting rights attached to bonds held by him/her and his/her votes shall not be counted in the total number of votes for the purposes of a quorum at the Meeting.
- 15. 9.15 In a notice convening a Meeting, the issuer may set out the organisational and technical conditions under which bondholders may attend the Meeting by electronic means, e.g. enabling direct remote audiovisual transmission of the Meeting or direct two-way communication between the Meeting and a bondholder, or a direct written statement of a

bondholder on a Meeting's proposed resolutions by means of e-mail communication to the issuer's e-mail address used for sending the notice of the Meeting, even in advance of the Meeting date. In the case of e-mail communication, a bondholder is verified using the e-mail address specified in a bond order or notified to the issuer in the list of holders. A bondholder who exercises a right under the terms so provided shall be deemed to be present at a Meeting, with all rights thereunder.

- 16. 9.16 A quorum shall be present at a Meeting if the holders of bonds whose nominal value represents more than 30% of the total nominal value of the bonds issued and outstanding or not cancelled are present. Prior to the commencement of a Meeting, the convener shall provide information on the number of all bonds whose holders are entitled to attend and vote at the Meeting.
- 17. 9.17 A meeting shall decide by passing resolutions. The issuer shall archive resolutions in accordance with the law. The course of a Meeting and the adoption of decisions are governed by the Bonds Act.

# X. COMMON AND FINAL PROVISIONS

10.1 The issuer shall be bound regarding the subscribers in accordance with these issue terms and conditions and the related legal regulations as of the effective date of the subscription agreement in accordance with Art. 5.3 of the issue terms and conditions.



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- 2. 10.2 From the issue date, the bonds are associated with the mutual rights and duties of their holders and the issuer arising from these issue terms and conditions and related legal regulations, i.e. in particular the receivables of a bondholder from the issuer for redemption of a bond and payment of the bond yield.
- 3. 10.3 The list of holders of bonds issued under these issue terms and conditions (bond register) shall be maintained in accordance with the Bonds Act by the issuer, i.e. Y&T Luxury Property Prague Czech Republic s.r.o., registered office: Maiselova 59/5, Josefov, 110 00 Prague 1.
- 4. 10.4 The transferability of the bonds is limited by being subject to the issuer's prior written consent. The issuer reserves the right not to approve the transfer of the bonds. The transfer of bonds is effective against the issuer, if the issuer has given its consent to such transfer, at the moment of proof to the issuer that a bond transfer has taken place, regardless of when it took place. In the event of a bond transfer, a previous holder of a bond is obliged to notify the

issuer in writing within 10 calendar days of the date on which the new holder acquired ownership of a bond and the issuer is obliged to record such change in the list of holders maintained by the issuer. A previous holder is obliged to state in a notification on which date a bond was acquired by a new owner. Until it receives a notification, the issuer considers the person registered in the list of holders to be the holder. Transfers made without the issuer's consent under this paragraph shall not be taken into account by the issuer.

- 5. 10.5 In the event of reasonable doubt as to who is the holder of a bond, the issuer is entitled to fulfil its obligations under the bond by depositing the subject matter of performance in escrow with a lawyer. If the question of ownership of a bond is not finally resolved within one year of deposit on escrow with a lawyer, the amount on escrow with the lawyer will be forfeited to the issuer. This time period does not run during court proceedings. Escrow with a lawyer is paid for by the person to whom the funds are transferred by the lawyer.
- 6. 10.6 Obligations related to the bonds will be fulfilled in Czech crowns.
- 7. 10.7 The rights attached to the bonds shall become time-barred on the expiry of three years after the date on which they could have been exercised for the first time.
- 8. 10.8 All performance periods specified in these issue terms and conditions are for the benefit of the issuer. A creditor is thus not entitled to demand performance before a specified performance period, but the issuer is entitled to perform its obligation.
- 9. 10.9 In the event of any doubt as to information relating to a bondholder required for the issuer's performance in relation to the bonds, the issuer shall be entitled to request from the relevant bondholder a written communication of such information with his/her certified signature and the bondholder shall deliver it to the issuer without undue delay after receipt of the issuer's request.
- 10. 10.10 Subscribers and bondholders shall provide the issuer, at the issuer's request, with all reasonable assistance required by the issuer for the performance of its duties to them under these issue terms and conditions and legal regulations.
- 11. 10.11 Unless otherwise stated in these issue terms and conditions, the issuer shall communicate and disclose information concerning the bonds to their holders in the Czech language by sending a registered letter or e-mail to the bondholders' addresses known to it or using the procedure in accordance with Art. 10.12 of the issue terms and conditions. Unless an earlier date of delivery is proved, a document shall be deemed to have been delivered on the tenth day after it is sent by registered letter to a bondholder's address as communicated by the bondholder to the issuer.
- 12. 10.12 If disclosure (public disclosure) of information relating to the bonds is required by law or under these issue terms and conditions, or if the issuer deems it appropriate, such information will be published and made available by the issuer at its website, https://www.luxusni-bydleni-praha.com/ in the section "*Pro investory*" (in English: "*For investors*"), at the issuer's registered office or in any other manner required by legal regulations. If disclosure on the issuer's website is not possible, the information will be published in the Commercial Bulletin.
- 13. 10.13 These issue terms and conditions may be translated into foreign languages. If there is a conflict between different language versions of the issue terms and conditions, the Czech version will prevail.
- 14. 10.14 These issue terms and conditions and rights and duties in connection herewith shall be governed by the Czech legal order. These issue terms and conditions will be deposited in printed form at the issuer's registered office, where bondholders can familiarise themselves with them. These issue terms and conditions were approved by a decision of the issuer on 25 February 2023.

In Prague, on 25 February 2023 Y&T LUXURY PROPERTY PRAGUE CZECH REPUBLIC S.R.O.

Mgr. Elena Jakubovič, Executive Officer

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