

TENDER FORM FOR THE PURCHASE OF A PROPERTY

Date:/...../.....

Website ID

DETAILS OF APPLICANT / TENDERER

Name / Company Name

ID / Passport No. / Registration No.

Residence Address / Registered Office

Telephone No./Mobile No.

Email

OFFER

Amount (€) – ex.VAT

Amount written in full - ex.VAT

The tenderer(s) Name

Seal (where applicable)

Signature (s)

[names / ID Nos. of representatives where the tenderer is a legal entity]

Date:/...../.....

DETAILS AND AUTHORISATION OF REAL ESTATE AGENT (to be filled in where applicable)

I/We.....(I.D/Reg.no.....) hereby authorise
..... (Reg. no, L.N) to act on my/our behalf in relation to
any acts and/or negotiations and/or actions required for the purchase of the abovementioned
Property.

The present authorisation shall be valid solely for the abovementioned Property and for a period of
90 days from the date of the present authorisation or, if an agreement for the purchase of the Property
by myself / ourselves is entered into within the said period of 90 days, until conclusion of the purchase,
unless (in either case) you previously receive written notice by me / us of the revocation of the present
authorisation.

The tenderer(s) Name**Seal (where applicable)****Signature (s)****[names / ID Nos. of representatives
where the tenderer is a legal entity]**

DECLARATION BY REAL ESTATE AGENT (to be filled in where applicable)

I/We shall be entitled to a commission, as this will be accepted and approved by the Seller, provided that all necessary procedures and terms of the present tender form have been duly followed and adhered to, and provided that I/we have complied at all times with all relevant regulations and legislation. Furthermore I/we shall only be entitled to a commission as mentioned below provided that the tenderer/buyer was introduced to the Seller by myself/ourselves.

I/We hereby confirm that I/we am/are a duly licensed estate agent registered under Cyprus legislation.

Signature**Name****Agent's Email****Agent's Telephone No./Mobile No.****Date:**/...../.....

Date:/...../.....

PERSONAL DATA

In order to be informed about the processing of your personal data, your rights and other important information regarding the collation and use of your data by Gordian Holdings Limited (“Gordian”), please read Gordian Holdings Limited **Data Protection Notice**, which is available on Gordian Holdings Limited website [gogordian.com].

Where the tenderer is a legal entity, the tenderer undertakes to inform its directors, officers, shareholders, ultimate beneficial owners and its authorized representatives who are natural persons, that they can learn about the processing of their personal data, their rights as well as other important information regarding the security and use of their data at Gordian Holdings Limited, by referring them to Gordian Holdings Limited **Data Protection Notice**, referred to above.

Tender Form for the Purchase of a Property

GENERAL TERMS AND CONDITIONS FOR THE SUBMISSION OF A PROPOSAL WITH TENDER
NUMBER/PROPERTY ID:

1. This form is completed and submitted only for the purchase of the immovable Property described above which is owned by Gordian Holdings Limited, with reg. no. HE378128 and/or any of its subsidiary companies.
2. In order for the Proposal to be successfully submitted and taken into consideration by Gordian, this document must be completed in full and all its pages must be signed.
3. In the event that the tenderer is a legal entity, this document must be signed by the entity’s legal representative(s) and the legal entity’s name must be completed in full. The tenderer’s incorporation documents must be submitted together with this document.
4. In the event that the present Tender Form is submitted in relation to a property that is labelled “IN TENDER” the completed document (the “Proposal”) must be delivered in a sealed envelope to the following address of Gordian Holdings Limited the latest by 12.00 p.m. - on the date specified in the description of the asset on the gogordian.com.

Tender Box:

20 Costis Palamas str., 'Aspelia' Court, 1096 Nicosia, Cyprus

Details on the envelope:

Proposal to buy the property with Reg. No.....

TENDER NUMBER/PROPERTY ID:

EXPIRY DATE:

During the tender period, Gordian Holdings Limited reserves the right not to review any proposals if these are delivered to an address other than the aforementioned address or in any manner of correspondence other than the one described above. Such proposals may be considered as having not been made. In the event that this Tender Form is submitted in relation to a property labeled “FOR SALE” the completed document (the “proposal”) must be sent via email to offers@gordianholdings.com.

5. Gordian Holdings Limited reserves the right, in its absolute discretion, to consider, review or reject any Proposal received to the aforementioned address of Gordian Holdings Limited irrespective of the amount of the Proposal or of the date and time by which the Proposal was submitted. Furthermore, irrespective of whether or not the tender process for a particular property has ended, the Gordian Holdings Limited reserves the right to proceed, in its absolute discretion, with the sale of any property to any third party at any time.
6. Gordian Holdings Limited shall not be held liable towards any tenderer in the event that, for any reason whatsoever, the Proposal is not received or is received with a delay by Gordian Holdings Limited, it reserves the right not to review a tender submitted, in its absolute discretion, without providing any reason. Therefore, no sale agreement will be entered into at all.
7. In the event where a Proposal is not reviewed or in the event where the property is no longer available for sale, Gordian Holdings Limited may inform the tenderer accordingly, without however being obligated to mention the reasons for the rejection of the Proposal.
8. Review of the Proposal by Gordian Holdings Limited shall not in any case be binding for Gordian Holdings Limited and/or its relevant subsidiary company to ultimately proceed with the sale of the Property without the prior signing of the relevant documentation. Until the signing of the relevant documentation, if Gordian Holdings Limited considers that the transaction is no longer desirable and/or for any other reason in its absolute discretion, Gordian Holdings Limited may opt not to proceed with the sale at no cost and without any liability for compensation or damages.
9. The tenderer whose offer has been accepted, has 5 days to sign the property reservation agreement and to pay the reservation amount of €5.000 + VAT 19% (if required) (for assets below €300k) or €10.000 + VAT 19% (if required) (for assets above €300k) to reserve and lock the asset for a period of 30 days. The reservation amount of €5.000 + VAT 19% (if required) or €10.000 + VAT 19% (if required) will be deducted from the 30% payment as referred to below.
10. In the event of a sale of a property, the sale will be completed upon fulfilment of any specific terms and conditions of the sale agreement following its signing between Gordian Holdings Limited or its relevant subsidiary company that owns the Property as the case may be (the "Seller") and the tenderer whose Proposal was reviewed and was accepted, hereinafter called the "Buyer". The terms and conditions of the sale agreement will be agreed between the parties. Such agreement however shall, except if Gordian Holdings Limited so wishes, include, amongst others the following provisions (the "minimum provisions"):

Unless agreed otherwise between the parties, the purchase price shall be paid as follows:

- i. 30% of the purchase price less the reservation amount shall be paid by the Buyer within 30 days from the date of the signing of the property reservation agreement.
- ii. The rest 70% of the purchase price, shall be paid by the Buyer within 30 days from the date of the signing of the sales and purchase agreement upon the transfer of the property at the LRO. Upon the expiration of the 30 days, the Seller reserves the right to terminate the sales agreement due to the Buyers' material breach and to claim damages, without the Buyers being entitled to any further claim regarding this agreement, including any claim concerning the payment stated in the immediately presetting paragraph.

11. Until full payment of the purchase price by the Buyer and the transfer of the full ownership to the Buyer, the Seller shall retain the ownership and possession of the property.
12. The process for the stamping of the sale agreement shall be carried out by the Seller whilst the stamp duty fee shall be borne and paid exclusively by the Buyer, who will also pay the relevant Land Registry fees for the submission of the sale agreement.
13. The Buyer shall also pay the transfer fees and costs for the registration of the property to his/her/its name payable at the Land Registry Office.
14. The Buyer will be obliged to pay the purchase price as indicated above and accept the transfer of the property to his/her/its name. If the Buyer refuses, neglects or omits to do so, the Seller reserves the right to terminate the sale agreement and claim compensation and damages for any loss or damage suffered, as well as claim any interest, administrative costs or any other costs that the Seller has suffered due to the Buyer's breach of contract. The Buyer will also be obliged to withdraw immediately the sale agreement from the Land Registry Office if this has been submitted for registration at the Land Registry.
15. The Buyer declares that he has visited and inspected the Property and reviewed the documents regarding the Property and found it to his/her/its full satisfaction as regards the Property's condition, both physically and from a legal point of view. Gordian Holdings Limited shall not bear any liability in relation to any legal or physical defect of the property. The Buyer also declares that he/she/it purchases the property at its present state and condition irrespective of its description in the title deed, if any, and/or in any other relevant document such as architectural plans, valuations, technical due diligence reports etc.

Any assignment full or partial, of the sale agreement shall take place following and subject to Seller's prior KYC ("Know Your Customer") background check and the relevant due diligence in relation to the potential assignee.

16. Where the sale of the property is subject to VAT, the Seller will issue an invoice of receipt including the relevant VAT to the Buyer. In the event that the total purchase price is not fully paid upon signature of the sale agreement, then the Seller will issue an invoice of receipt including the relevant VAT to the Buyer, indicating the VAT which corresponds to each one of the two (2) payments mentioned hereinabove (i.e. one invoice indicating the VAT regarding the payment of 30% of the purchase price, which is to be paid upon signature of the sale agreement and one invoice indicating VAT regarding the payment of 70% of the purchase price, which is to be paid within thirty 30 days from the date of signature of the sale agreement).
17. Review of any Proposal by Gordian Holdings Limited will be subject to all the necessary compliance and anti-money laundering (AML) checks and reviews, and during this process the potential buyers and/or applicants must provide the Gordian with any and all information and documentation requested in order to successfully carry out the aforementioned checks and reviews. Any potential buyer and/or applicant shall be obliged to provide Gordian Holdings Limited with all documentation and/or information, as this will be requested, otherwise Gordian Holdings Limited and/or the seller reserves the right not to consider the relevant Proposal and/or to withhold any approval of such Proposal. Any review of a Proposal by

Gordian Holdings Limited will also be subject to verification of source of funds and to agreeing on the final terms of the relevant sale agreement.

18. In order for any Proposal submitted by a registered licensed estate agent to be reviewed by Gordian Holdings Limited for evaluation purposes only, it must state the name and details of the tenderer and the authorization contained in the present Tender Form (Box 4) must be duly completed and signed by the tenderer. In no event is Gordian Holdings Limited bound towards the estate agent prior to the signing of a sale agreement. Therefore, Gordian Holdings Limited does not accept any liability or obligation whatsoever for the payment of any commission, remuneration, compensation or costs to the estate agent.

19. In the event that the tenderer / potential buyer has authorized a real estate agent to act on his/her/its behalf in relation to the purchase of the Property, Gordian Holdings Limited should be provided with all relevant documentation and/or information in relation to the said real estate agent, including details of Gordian Holdings Limited account in which commission (if any) shall be paid in the event that the purchase of the Property is concluded. For the avoidance of any doubt, any commission payable to the real estate agent upon the conclusion of the purchase of the Property, shall be paid in a bank account held with Gordian Holdings Limited

20. If a Proposal is made by the tenderer via an estate agent, the Seller undertakes to pay to the registered licensed estate agent an agreed commission after the completion of the sale agreement and the full payment to Gordian Holdings Limited of the purchase price:
 - i. up €5.000.000 – 5,0% + VAT
 - ii. over €5,0million – commission to be evaluated and approved on a case by case basis prior to signing of a sales agreement

The payment of the agreed commission to the estate agent will be made only after the Seller receives full payment of the purchase price for the Property by the Buyer. Neither Gordian Holdings Limited nor any of its subsidiaries accept or undertake any liability or obligation whatsoever under any circumstances to pay any commission, fee or costs to any estate agent for the sale of any property unless the estate agent follows the abovementioned procedure required by Gordian Holdings Limited /Seller, and fulfils all the above-mentioned requirements of Gordian Holdings Limited/Seller. By signing this form, I/we declare and acknowledge that I/we have read and fully understood the contents of this document and that I/we fully accept the above stated terms and conditions.

The tenderer(s)

Full Name(s)
Company Seal (where applicable)	
Signature(s)
Name(s) / ID No(s) of representative(s) where the tenderer is a legal entity
Date/...../.....	