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CERTIFIED TRANSLATION FROM POLISH

[rectangular stamp:]
 THE MAYOR OF POLICE
 72-010 Police
 Stefana Batorego 3

The Mayor of Police

invites to submit tenders in open written tender proceedings for the **sale** of the following real property:

SITUATION	PLOT NUMBER	AREA	LAND AND MORTGAGE REGISTER NUMBER*	ASKING PRICE (VAT-exempt sale)	TENDER BOND	MIN. INCREMENT
Police commune surveying section in the land and property register Trzebież -2	46/2	0.5900 ha	SZ2S/00006804/7	PLN 8,705,000.00	PLN 450,000.00	PLN 90,000.00
	47/7	1.6126 ha				
	958/5	0.1285 ha	SZ2S/00000971/6			
	1097/1	2.8227 ha				
		Total: 5.1538 ha				

* an application has been submitted for the creation of a new land and mortgage register

1. Description of the real property:

- The real property to be sold consists of four plots of land identified by the following numbers: 46/2, 47/7, 958/5, 1097/1 from the 2-Trzebież section, with a total area of 5.1538 ha. The real property is situated in Trzebież at Leśna 15, with the resort centre - Gminne Centrum Edukacji i Sportu [Community Centre for Education and Sport] in Police located thereon.

There are the following buildings and structures located on the plot of land:

- 1) hotel and administration building (usable area: 232.11m²),
- 2) 10 "BONIN" type masonry summer houses (each with the usable area of approximately 97m²),
- 3) utility building (usable area: 11.26 m²),
- 4) canteen (usable area: 291.96m²),
- 5) café (area: 114.19m²),
- 6) common room (usable area: 115.79m²),
- 7) transformer station (usable area: 9.52 m²),
- 8) water treatment plant building at the swimming pool (usable area: 517m²),
- 9) barbecue house with winter garden (usable area: 147.79m²)

- total usable area amounts to 2,409.18 m².



In addition, there are the following structures located on the real property: recreational pavilion in the form of a tent, recreational gazebos, objects constituting the so-called "Sielska Osada", sheds - barbecue, bar and recreational ones, dry (Finnish) sauna house, wet (Russian banya) sauna house, reception house with changing room, hard-surfaced pavements, roads, site fencing, swimming pool (out of use). The centre represents a coherent and well-organised space providing appropriate accommodation and leisure facilities. The centre is suitable for year-round activities, properly developed, with ornamental plants. It is situated in an area offering attractive scenery, directly at the Szczecin Lagoon. The shape of the plots of land as a whole is irregular but shapely and makes it possible to use the space in a reasonable manner. There are numerous rises and falls of the terrain surface, hills with flattened tops and, in parts, gentle slopes and escarpments. The differences in terrain necessitated the construction of a footbridge, connecting the two escarpments on plots of land numbers 46/2 and 47/7, retaining walls by the canteen building and stairs in the various parts of the plots. The structures of the centre are concentrated in the north-central part of the real property, while in the southern part there is a tree stand of park-like character with some ancient trees. A large part of the area is covered by cultivated and maintained greenery with ornamental shrubs and trees, such as roses, boxwoods, rhododendrons, arborvitae, yews, oaks, creeping junipers, birches, spruces, dwarf stone pines, firs. To the west there are unused swimming pools, consisting of two basins and the necessary infrastructure as well as a water treatment plant. In 2012-2016, the centre was expanded to include an organised leisure complex called "Sielska osada". For the past four years, the centre has been used to a very limited extent.

The plots of land are fenced and illuminated (21 park lights). Part of the fence of the real property goes beyond the area of the plots and part is moved inwards (approximately 3-5.5 m). This requires the purchaser to move the fence in accordance with the plot boundaries. The area, due to its attractive location, served a recreational function as far back as the pre-war period. The hotel and administration building used to house a restaurant. Access to the real property is via an asphalt road.

The real property is equipped with the following utilities: combined sewer system to the communal system, electricity, water from the communal system, gas, telecommunication network.

2. The tenderer is obliged to submit a tender bond in the amount, date and form indicated in the call for tenders.

For the plots of land: 46/2, 47/7, 958/5, 1097/1, on which the centre is located, three spatial management plans apply:

- 1) **part of the plots of land numbers 46/2 and 958/5** is included in the amendment to the spatial management plan named "Trzebież-Marina", approved by the Resolution No LIX/442/10 of the Town Council in Police as of 26 October 2010, is situated in the elementary area identified as **60-UT**, i.e.:

primary use – tourism services facilities, in particular hotel services (except camping areas), leisure centres, conference facilities, etc.

supplementary use – sports and leisure services, catering services, services complementary to tourism services



- 2) **the remaining part of the plots of land numbers 46/2 and 958/5**, as specified in the amendment to the spatial management plan named "Zmiany Miasto i Gmina Police I", approved by the Resolution No XI/100/2015 of the Town Council in Police as of 29 September 2015, is situated in the elementary area identified as **J. UT.1**, i.e.:

intended use of the area – tourism services, hotels (except camping areas), leisure centres, conference facilities,

supplementary use – sports and leisure services, catering services, services complementary to tourism services

In the J.UT.1 area – tied accommodation with a usable area of up to 100m², the provision of catering services (restaurant, café) in detached structures is permitted.

- 3) **plots of land numbers 47/7 and 1097/1**, in accordance with the Resolution No XLII/430/2022 of the Town Council in Police as of 26 April 2022 on approving the local spatial management plan in the part pertaining to the Police commune, named "Gmina Pólnoc", there are:

plot of land No 47/7 within the elementary area identified as **A.01.UT**, i.e.

intended use of the area – area for tourism services, hotel facilities (except camping areas), leisure centres, conference facilities are permitted ,

supplementary use – structures related to sports and recreation, catering services, services complementary to tourism services, the construction of garages and outbuildings is allowed as well as other structures associated with the primary use, such as: gazebos, sheds and within the area identified as **A.02.UT**, i.e.

intended use of the area – area for tourism services, hotel facilities (except camping areas), leisure centres, conference facilities are permitted ,

supplementary use – structures related to sports and recreation, catering services, services complementary to tourism services, the construction of garages and outbuildings is allowed as well as other structures associated with the primary use, such as: gazebos, sheds

plot of land No 1097/1 within the elementary area identified as **A.01.UT**, i.e.

intended use of the area – area for tourism services, hotel facilities (except camping areas), leisure centres, conference facilities are permitted ,

supplementary use – structures related to sports and recreation, catering services, services complementary to tourism services, the construction of garages and outbuildings is allowed as well as other structures associated with the primary use, such as: gazebos, sheds

On the part of plots of land numbers 46/2 and 958/5 identified as 60-UT and on the part of plots of land 47/7 and 1097/1 identified as A.01.UT and A.02.UT, the maximum preservation of the existing tree stand is prescribed.

The plots of land are located within the boundaries of areas constituting forms of nature conservation, in the special protection of area - "Zalew Szczeciński".

Additionally, the 60-UT area includes conservation areas for the European hedgehog, great tit and bunting (Natura 2000 area).



The plot of land number 46/2 is located in the area of the coastal technical strip of internal sea waters, directly adjacent to the area of the technical strip (plot number 45), therefore the possibility of violating the boundary of the service strip with possible land development is strictly prohibited. In the case of developing this plot of land and planning to carry out works at a distance of less than 4 m from the land boundary of the technical strip, the scope of these works should be agreed with the Maritime Office in Szczecin.

3. Management method and conditions:

Development and management of the real property will only occur according to the submitted architectural concept for the development of the real property and in line with the provisions of the local spatial management plan. The architectural concept for the development of the real property selected in tender proceedings will constitute an appendix to the sale agreement.

The purchaser of the real property is obligated to develop it within 6 years from the date of conclusion of the sale agreement. The development of the real property is deemed to be the commissioning of the investment in accordance with the architectural concept for the development of the real property, which constitutes an appendix to the agreement, confirmed by the submission of a final and legally binding decision of the construction authority.

Disposal or disposition of the real property under any title by the winner of the tender does not relieve their legal successor from the development and management of the real property on the agreed date and in accordance with the concept selected in tender proceedings. The winner of tender proceedings and each successive entity disposing of the real property is jointly and severally liable for the performance of the agreement concluded.

4. Securities:

If the aforementioned time limit for the development of the real property in accordance with the architectural concept for the development of the real property appended to the agreement is not met, the purchaser will be obliged to pay a contractual penalty. The amount of the contractual penalty will be PLN 2,500.00 (two thousand and five hundred zlotys) for each day of delay. Notwithstanding the right to charge a contractual penalty, if the delay exceeds 60 days, the Seller will be entitled to withdraw from the concluded agreement and demand that the real property be restored to its previous condition. In such a case, the Purchaser will not be entitled to any claims against the Seller, in particular a claim for reimbursement of outlays.

The payment of the contractual penalties will be secured by establishing, at the Buyer's expense, a mortgage on the real property up to the amount of PLN 1,000,000.00 (one million zlotys). In order to secure the claims of the Police Commune that may arise due to failure to pay the contractual penalty, the purchaser will submit themselves to enforcement pursuant to Article 777(1)(5) of the Code of Civil Procedure to the amount of PLN 1,000,000.00 (one million zlotys).



5. Conditions of payment and due dates:

The purchase price of the real property determined in tender proceedings is payable prior to the conclusion of the sale agreement, with the payment to be made in such a time limit that the funds are in the Commune's account no later than one day prior to the specified date of conclusion of the sale agreement.

6. The tender, in a written form, should contain:

- 1) the name and address of the tenderer, if the tenderer is a legal person or another entity (e.g. an organisational unit without legal personality or a partnership) - the business name, registered office and address of the tenderer,
- 2) the date on which the tender was prepared,
- 3) a statement that the tenderer has read the tender rules contained in the call for tenders and that they accept them without reservation,
- 4) a statement that the tenderer has familiarised themselves with the subject of tender proceedings, the provisions of the local spatial management plan, and does not raise any objections thereto, and that the subject of tender proceedings meets all conditions necessary for the purpose the tenderer wishes it to serve,
- 5) a statement that the tenderer has familiarised themselves with the factual and legal status of the subject of tender proceedings, so that all claims relating to the presence of defects, including latent defects and statutory warranty claims are excluded, to which the tenderer agrees,
- 6) the offered purchase price of the real property,
- 7)
 - a) an architectural concept for the development of the area, to be drawn up in paper form in 2 copies.

The concept must be consistent with the intended use of the real property in the local spatial management plan and include, as a minimum:

- land management (a 1:1000 scale)
 - visualisation of the development of the area (visualisation in a spatial context) with specification of the individual functions of the planned buildings and structures,
- b) a statement that they hold the proprietary copyrights to the architectural concept together with the visualisation of the development of the area appended to the tender and by submitting the tender they transfer to the Seller, free of charge, the proprietary copyrights to the aforementioned work in the following fields of exploitation: providing public information in the scope of the selection of winning tender and publication for information purposes related to the planned investments within the area of the Police Commune
- 8) for legal persons - a recent excerpt from the relevant register and a copy of the identity document of the persons authorised to represent them. The Seller allows for the submission, with the tender, of information corresponding to an excerpt from the current register of enterprises of the



National Court Register, downloaded in accordance with Article 4(4a) of the Act of 20 August 1997 on the National Court Register

- 9) for natural persons performing economic activity - a copy of the identity card and a written declaration concerning the economic activity conducted, stating the business name, NIP [Tax ID number] and REGON [Statistical ID number] in accordance with the data contained in the Central Register and Information on Economic Activity,
- 10) a copy of the proof of submitting a tender bond,
- 11) a statement on the manner in which the tender bond is to be reimbursed, specifying the account number to which it is to be transferred after the selection of winning tender,
- 12) a power of attorney in the form of a notarial deed, for persons acting as attorneys-in-fact,
- 13) in the event of the spouses taking part in tender proceedings, pursuant to points 4, 5, 6 of the **"Terms and conditions of taking part in tender proceedings"**, a copy of the notarial deed concerning, respectively, the power of attorney, a declaration on the spouse's consent to the purchase of the real property or a copy of the separate property agreement.

7. Terms and conditions of taking part in tender proceedings:

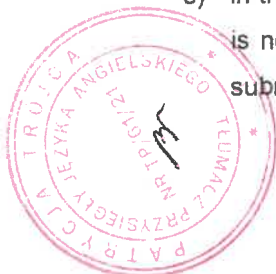
- 1) submission of a written tender in a sealed envelope with the following note:

"The Mayor of Police

Tender Proceedings – Trzebież CENTRE",

The offer must be submitted no later than 18 November 2024 at 03:30 pm, to the administrative office of the Town Hall in Police, Stefana Batorego 3. Tenders received after the specified time limit will not be considered,

- 2) submission of the tender bond in the amount of PLN 450,000.00 (four hundred and fifty thousand zlotys) to the account held at Branch 2 of Bank Pekao SA, account number: 15 1240 3927 1111 0010 6013 0076 by transfer **no later than 15 November 2024**. The date of submission of the tender bond is the date on which the funds are credited to the account of the Police Commune. While transferring the tender bond it is necessary to provide the following transfer title: **"Tender Proceedings – Trzebież CENTRE"**,
- 3) the tender is open to natural and legal persons. On the date of execution of the notarial deed, foreigners who are citizens or entrepreneurs from countries outside the European Economic Area must have a permit from the Minister of the Interior to acquire real property,
- 4) in the event that the tender bond is submitted by spouses, in whose marriage there is no separate property regime, they are both obliged to participate in tender proceedings. If one of the spouses participates in tender proceedings, they are obliged to submit the **power of attorney** granted by their spouse to participate in tender proceedings and to conclude an agreement for the sale of the real property on their behalf. **The power of attorney must be granted**, under the penalty of nullity, **in the form of a notarial deed**,
- 5) in the event that the tender bond is submitted by one of the spouses, in whose marriage there is no separate property regime, the spouse participating in tender proceedings is obliged to submit a **declaration** of their spouse's consent to the purchase of the real property subject to



tender proceedings. **The consent must be granted**, under the penalty of nullity, **in the form of a notarial deed**,

- 6) in the event that a marriage is governed by a separate property regime and one of the spouses wishes to participate in tender proceedings and conclude the sale agreement in their own name, the obligation to pay the tender bond will rest solely with this spouse. In this situation, the person is obliged to make a **written declaration that their marriage is governed by a separate property regime**.

Failure to comply with the above terms and conditions of taking part will result in refusing admission to tender proceedings.

Tender proceedings consist of a public and a non-public part.

The public part of tender proceedings will be held on 22 November 2024 at 9.00 a.m. in the conference room of the Town Hall in Police, Stefana Batorego 3 (1st floor, room 32)

Persons who submit tenders are obliged to participate in the public part of tender proceedings in person or by an attorney-in-fact acting on the basis of a power of attorney. Tenderers are required to show proof of identity and original proof of submitting a tender bond.

The following criteria for the selection of tenders are established:

- 1) price of the real property 70%
- 2) architectural concept for the development of the real property 30%

Tender proceedings will be won by the tenderer with the highest total number of points awarded.

Persons interested in purchasing the real property are requested to make an appointment to view the property at the Land Management Department of the Police Town Hall at Bankowa 18 (contact by telephone on the following numbers: 91 431-18-90, 91 431-18-96, 91 431-18-68)

Supplementary information:

1. The tender bond submitted by the successful tenderer will be credited towards the purchase price of the real property. The remaining tenderers will have their tender bond reimbursed no later than three days after the date of: the closing, cancellation, annulment or negative conclusion of tender proceedings.
2. If the person designated as the purchaser of the real property fails, without justification, to enter into a sale agreement at the time and place specified in the notice, the Seller may withdraw from concluding the agreement, and the tender bond submitted is not refundable.
3. Notarial fees related to the conclusion of the sale agreement, including court fees, are borne by the purchaser.



4. The tenderer agrees that the organiser of tender proceedings agrees to dispose of the tender materials free of charge by placing them in information publications of the Police Commune concerning the selection of winning tender and investments planned by the Commune.
5. The purchaser is obliged to make the land available to persons and entities carrying out activities related to the operation and maintenance of any equipment and networks located on the plot of land, and in the event of their interference with the investment in progress, the purchaser will relocate them upon consultation with the owner of the equipment or network. The Commune does not bear the costs associated with the relocation of networks or facilities.
6. The purchaser is obliged to apply to the relevant suppliers for the technical conditions for the connection of the individual utilities necessary for the investment to be carried out at their own expense.
7. The Police Commune is not responsible for subsurface and groundwater conditions, the occurrence of possible soil contamination within the area of the sold real property and the possible existence of elements covered by a layer of soil that are the remains of building structures and the consequences related thereto.
8. In the event of a conflict between the existing tree stand and the investment being carried out, the purchaser will cut it down on their own and at their own expense, in compliance with the applicable regulations, in particular the Nature Conservation Act.
9. The real property is sold based on the data from the land and property register. The purchaser, at their own expense, commissions authorised entities to restore the boundaries of the real property.
10. All claims arising due to the existence of defects, including latent defects and statutory warranty claims are excluded.
11. Before participating in tender proceedings, it is necessary to familiarise oneself with the tender rules and the documentation concerning the real property.
12. The tender organiser reserves the right to close tender proceedings without selecting any of the tenders.

Information on the real property to be disposed of can be obtained from the Land Management Department of the Police Town Hall at Bankowa 18, rooms 210, 212, 216, or by telephone on the following numbers: 91 431-18-90, 91 431-18-68, 91 431-18-96.

[*rectangular stamp:*]

THE MAYOR

Krystian Kowalewski

(-) [*illegible signature*]



CERTIFIED TRANSLATION FROM POLISH

I hereby certify the conformity of the above translation with the original document presented to me in Polish.

Patrycja Trójca, a sworn translator of the English language, entered into the Register of Sworn Translators maintained by the Polish Minister of Justice under the number TP/61/21.

Register No: 551/24

Tychy, 29 August 2024



Patrycja Trójca



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CERTIFIED TRANSLATION FROM POLISH

[rectangular stamp:]

THE MAYOR OF POLICE

72-010 Police

Stefana Batorego 3

Rules

of the first open written tender proceedings

for the **sale** of the real property with a total area of 5.1538 ha located in Trzebież at Leśna 15.

I. General provisions

- 1) The Rules set out the principles for the conduct of open written tender proceedings for the **sale** of the real property with a total area of 5.1538 ha identified by plot numbers: 46/2, 47/7, 958/5, 1097/1 from section 2-Trzebież.
- 2) The aim of tender proceedings is to select the most favourable tender.
- 3) Written tender proceedings consist of a public and non-public part and, in the event of equal tenders, additionally of oral tender proceedings.

II. Legal basis for conducting tender proceedings

- 1) Real Property Management Act as of 21 August 1997 (uniform text Dz.U. [*Polish Journal of Laws*] 2024.1145)
- 2) Regulation of the Council of Ministers as of 14 September 2004 on the manner and mode of conducting tender proceedings and negotiations regarding the sale of real property (uniform text Dz.U. [*Polish Journal of Laws*] 2021.2213)

III. Subject of tender proceedings

The subject of tender proceedings is the sale of ownership rights to the real property with a total area of 5.1538 ha, located in Trzebież at Leśna 15, identified by plot numbers: 46/2, 47/7, 958/5, 1097/1 from section 2-Trzebież, with its intended use in the local spatial management plan being tourism services.

IV. Terms and conditions of participating in tender proceedings

- 1) The tenderer may be either a natural or legal person or an organisational unit without legal personality. The tenderer may act in person or by an attorney-in-fact. The power of attorney must be granted, under the penalty of nullity, in the form of a notarial deed.
- 2) The tenderer is obliged to submit a tender bond in the amount, date and form indicated in the call for tenders.
- 3) Each tenderer may submit only one written tender drawn up in the Polish language. The place and date for submitting the tender are specified in the call for tenders.



V. Tender

1) The tender must be made in writing in the Polish language, pursuant to the information contained in the call for tenders.

2) The envelope containing the tender and required appendices should be sealed and bear the following note:

**“The Mayor of Police
Tender Proceedings – Trzebież CENTRE”**

3) The risk of failing to comply with the requirements for the development and submission of the tender is borne solely by the tenderer.

VI. Tender proceedings

1) Activities related to the conduct of tender proceedings will be carried out by the Tender Board. The Chair and members of the Board are appointed by the Mayor of Police. The Board may carry out its activities with a minimum of three members, the presence of the Chair of the Tender Board being essential in any case.

2) Tender proceedings may take place even if only one tender meeting the terms and conditions of the call for tenders has been received.

3) Tender proceedings consist of a public and non-public part. The public part is held in the presence of the tenderers.

Public part of tender proceedings

In the public part, the Chair of the Tender Board opens tender proceedings and communicates the following information to the tenderers:

- identification of the real property in accordance with the land and mortgage register and the real property cadastre,
- area of the real property,
- description of the real property,
- asking price of the real property,
- encumbrances on the real property,
- obligations involving the real property,
- intended use of the real property and the manner in which it is to be developed,
- time limit for development of the real property,
- consequences of avoiding the conclusion of a sales agreement,
- provision that tender proceedings may be closed without any tender being selected.



The Tender Board:

- states the number of tenders received and checks the proofs of submitting a tender bond
- opens the envelopes containing the tenders and verifies the completeness of the tenders submitted as well as the identity of the tenderers,
- accepts explanations or statements made by the tenderers,
- verifies the tenders and announces which ones have been qualified for the non-public part of tender proceedings,
- notifies the tenderers of the date and place of the non-public part of tender proceedings,
- notifies the tenderers of the expected closing date.

The Tender Board refuses to qualify tenders for the non-public part of tender proceedings if they:

- do not comply with the terms and conditions of tender proceedings,
- were submitted after the prescribed time limit,
- do not contain the data specified in point 6 of the call for tenders or the data are incomplete,
- were not accompanied by proofs of submitting a tender bond,
- are illegible or give rise to doubts as to their content.

Non-public part of tender proceedings

In the non-public part of tender proceedings, the Tender Board examines the tenders in detail and selects the most favourable one or states that no tender has been selected. Where appropriate, the Board may request the Mayor to appoint independent consultants to analyse and evaluate the tenders submitted.

The Board takes the following criteria into account when evaluating a tender:

- 1) the offered purchase price of the real property
- 2) the architectural concept for the development of the real property

The maximum point value of each criterion, known as the criterion weighting, is set at:

- 1) the offered price - 70 points
- 2) the architectural concept for the development of the real property - 30 points

The Board evaluates by determining the point value of each tender separately in the following manner:

- 1) the point value of the offered price criterion:

$$C_p = \frac{C_{of}}{C_{max}} \times 70$$

where: C_p – the final number of points allocated to the tender

C_{of} – the price offered by the Tenderer

C_{max} – the highest price offered in tender proceedings



2) the point value of the architectural concept for the development of the real property is calculated in the following manner:

- the individual scoring of the criterion of the proposed development of the real property, for each individual tender (P_{co}), is carried out by each member of the Board individually, by allocating between 0 and 30 points.

The Board's scoring of the criterion of the architectural concept for the development of the real property, for each individual tender (P_{ko}), is obtained by dividing the sum of the points allocated by the individual members of the Board by the number of members of the Board:

$$P_{ko} = \frac{\sum P_{co}}{\text{the number of members of the Board}}$$

The evaluation of the attractiveness of the individual tenders (A_o) is carried out by adding up the points awarded by the Board for both criteria:

$$A_o = C_p + P_{ko}$$

The tender will be won by the tenderer with the highest total number of points awarded.

In the event that none of the tenders, due to the presented architectural concept for the development of the real property, is acceptable, the Board closes tender proceedings without selecting any of the tenders.

In the event that equivalent tenders are submitted, the Tender Board organises additional oral tender proceedings limited to the tenderers who have submitted equivalent tenders. The Board notifies the tenderers who have submitted equivalent tenders of the date of supplementary tender proceedings and gives them the opportunity to acquaint themselves with the contents of the equivalent tenders. In limited supplementary oral tender proceedings the tenderers state orally successive increments above the highest sale price of the equivalent tenders until no further increments have been stated despite being called three times. The increment may not be less than 1% of the highest price offered by equivalent tenders.

4. Tender proceedings protocol

Tender proceedings are deemed closed upon the signing of the protocol. The Chair of the Tender Board draws up the tender proceedings protocol. The protocol should include the following information:

- a) date, place and type of tender proceedings;
- b) identification of the real property subject to tender proceedings as per the real property cadastre and the land and mortgage register;
- c) encumbrances on the real property;
- d) obligations involving the real property;
- e) explanations and statements made by the tenderers;



- f) persons allowed and not allowed to participate in tender proceedings, with a statement of reasons;
- g) information on the tenders submitted and the reasons why the most favourable tender was selected, or that no tender was selected;
- h) justification of the decisions taken by the Tender Board;
- i) first name, surname and address or the business name and registered office of the person selected as the winner of tender proceedings;
- j) first names and surnames of the Chair and members of the Tender Board;
- k) date of drawing up the protocol.

The tender proceedings protocol is drawn up in three identical copies, two for the seller and one for the person determined as the purchaser of the real property.

The tender proceedings protocol is signed by the Chair and members of the Tender Board and the person selected in tender proceedings as the purchaser of the real property.

The tender proceedings protocol is the basis for the conclusion of the sale agreement.

VII. Refund of the tender bond

The tender bond is to be refunded promptly after the cancellation or closure of tender proceedings, but no later than 3 days following, respectively:

- 1) cancellation of tender proceedings;
- 2) closure of tender proceedings;
- 3) annulment of tender proceedings;
- 4) negative conclusion of tender proceedings.

The tender bond submitted by the successful tenderer is credited towards the purchase price of the real property.

VIII. Informing the tenderers of the results of tender proceedings and the possibility to challenge

The Chair of the Tender Board notifies all those who submitted tenders in writing of the outcome of tender proceedings no later than 3 days after the closing date of tender proceedings. The tenderer may, within 7 days of the date of service of the notification concerning the outcome of written tender proceedings, challenge the actions related to tender proceedings to the Mayor.

If a complaint is lodged, the Mayor suspends the disposal of the real property and investigates the complaint within 7 days of its receipt.

The Mayor may declare the complaint justified and order that tender proceedings be repeated, cancel tender proceedings or declare the complaint unjustified.

Once the complaint has been considered, the Mayor notifies the complainant and posts immediately, for a period of 7 days, in their premises, information on how the complaint has been resolved.



IX. Publication of the results of tender proceedings

If no complaint against the actions connected with tender proceedings has been filed within the prescribed time limit, or if the complaint is considered unjustified, the results of tender proceedings are published by the Mayor at the seat of the relevant office for a period of 7 days. The published information includes:

- 1) date, place and type of tender proceedings,
- 2) identification of the real property subject to tender proceedings as per the real property cadastre and the land and mortgage register,
- 3) number of persons allowed and persons not allowed to participate in tender proceedings,
- 4) information on the tenders submitted or on the fact that no tender has been selected,
- 5) first name, surname or business name of the person determined as the purchaser of the real property.

X. Information on the place and date of signing the sale agreement

The organiser of tender proceedings is obliged to notify the person determined as the purchaser of the real property of the place and date of concluding the agreement no later than within 21 days from the date of the results of tender proceedings. The time limit specified may not be less than 7 days from the date of service of the notice.

If the person designated as the purchaser of the real property fails, without justification, to enter into the agreement at the time and place specified in the notice mentioned hereinabove, the organiser of tender proceedings may withdraw from concluding the agreement, and the tender bond paid is not refundable.

[rectangular stamp:]

THE MAYOR

Krystian Kowalewski

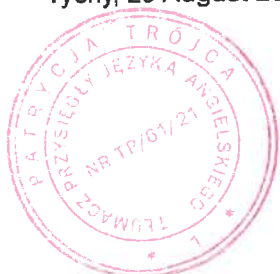
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I hereby certify the conformity of the above translation with the original document presented to me in Polish.

Patrycja Trójca, a sworn translator of the English language, entered into the Register of Sworn Translators maintained by the Polish Minister of Justice under the number TP/61/21.

Register No: 552/24

Tychy, 29 August 2024



Patrycja Trójca