

THE ORIGINAL VERSION OF THIS NOTICE OF MEETING OF BONDHOLDERS WAS PREPARED IN THE CZECH LANGUAGE. THIS TRANSLATION IS FOR INFORMATION PURPOSES ONLY. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE LANGUAGE VERSIONS THE CZECH VERSION PREVAILS.



**NOTICE OF MEETING OF BONDHOLDERS OF BONDS ISSUED BY
GEONE RIVERY S.R.O.**

(Notice)

1. ISSUER

GEONE Rivery s.r.o., a company with its registered office at Partyzánská 18/23, Holešovice, 170 00 Prague 7, Czech Republic, ID number: 077 81 661, entered in the Commercial Register kept by the Municipal Court in Prague, file no. C 307454 (the **Issuer**).

Unless defined in this Notice, capitalised terms have the same meaning as in the Terms and Conditions (as they are defined below).

2. BONDS

The Issuer issued Czech-law-governed bonds bearing a fixed interest of 7.5% p.a., due in 2022 under the name GEONE RIV. 7,50/22, ISIN CZ0003521601 (the **Bonds**), under the Terms and Conditions of the Bonds (the **Terms and Conditions**).

Bond issue title:	GEONE RIV. 7,50/22
Issue date:	30 April 2019
Due on:	30 April 2022
Nominal amount per Bond:	CZK 1 (one Czech crown)
ISIN:	CZ0003521601
Date and time of Bondholders' Meeting:	15 September 2021 at 10:00 a.m.
Record date for participation in Bondholders' Meeting:	8 September 2021

3. TIME AND PLACE OF THE BONDHOLDERS' MEETING

The Issuer hereby convenes, in accordance with Act No. 190/2004 Coll., on Bonds, as amended (the **Bonds Act**) and the Terms and Conditions, a meeting of the Bondholders (the **Bondholders' Meeting**), which will take place on **15 September 2021 at 10:00 a.m.** at the premises of the law firm Allen & Overy (Czech Republic) LLP, organizační složka, located at V Celnici 1031/4, 5th Floor, Nové Město, 110 00 Prague 1, Czech Republic.

4. REASONS FOR CONVENING THE BONDHOLDERS' MEETING

The Issuer convenes the Bondholders' Meeting in order to seek the Bondholders' consent to an amendment to the Terms and Conditions regarding the Issuer's right to redeem the Bonds early. Pursuant to Clause 7.5.1 of the current wording of the Terms and Conditions, the Issuer may redeem early only all the Bonds. The Issuer wishes to extend its right to redeem the Bonds early so that the Issuer may redeem the Bonds at any time even partially. A more detailed explanation is provided in Article **Chyba! Nenalezen zdroj odkazů.** of this Notice below.

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At the Bondholders' Meeting, the Issuer also intends to inform the Bondholders about the development of the Project and projects representing the Interim Security.

5. AGENDA OF THE BONDHOLDERS' MEETING

- (1) Commencement of the Bondholders' Meeting and verification of attendance;
- (2) Introduction and explanation of the reasons for convening the Bondholders' Meeting and explanation of the proposed resolutions;
- (3) Voting on approving of the proposed amendment to the Terms and Conditions regarding the Issuer's right to redeem the Bonds early;
- (4) Informing of the Bondholders about the development of the Project and projects representing the Interim Security; and
- (5) Conclusion.

6. PROPOSED RESOLUTION ON ITEM (3) OF THE AGENDA

The proposed resolution on item (3) of the agenda of the Bondholders' Meeting is as follows:

"The Bondholders' Meeting consents to the amendment of Clause 7.5.1 of the Terms and Conditions so that the original wording of the Clause is completely replaced by the following wording (the changes are highlighted in red):

(a) Full Early Redemption

The Issuer may fully redeem the Bonds early at its option announced to the Bondholders in the way stipulated in Clause 15 of these Terms and Conditions (the Issuer's Decision on Full Early Redemption) no later than 30 (thirty) days before each Interest Payment Date.

The Issuer's Decision on Full Early Redemption is irrevocable and binds the Issuer to redeem early all the Bonds in accordance with these Terms and Conditions. In such an event, the Issuer will redeem, in the way pursuant to these Terms and Conditions, on the Interest Payment Date immediately following the Issuer's Decision on Full Early Redemption (the Early Redemption Date), the nominal amount of all the issued and outstanding Bonds, including the accrued and outstanding interest and the option premium amount of 1.875% of the nominal amount of the Bonds.

On the Early Redemption Date pursuant to this Clause, each Bondholder is also entitled to the transfer of the Equity Kicker Participations or payment of the Additional Interest, according to the terms of Clause 5.5 of these Terms and Conditions.

If the Early Redemption Date pursuant to this Clause 7.5.1 is earlier than on 25 October 2020, the Issuer will also be obliged to pay to each Bondholder extra interest in an amount ensuring that the total interest received by each Bondholder from the Issue Date correspond to the interest the Bondholder would receive for three whole Interest Periods.

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Irrespective of the other provisions of the Terms and Conditions, the Issuer may use for full early repayment also the funds held in the Escrow Account or the Bank Account and such conduct will not constitute a default of the Terms and Conditions.

(b) Partial Early Redemption

*The Issuer may also partially redeem the Bonds early at its option announced to the Bondholders in the way stipulated in Clause 15 of these Terms and Conditions (the **Issuer's Decision on Partial Early Redemption**) no later than 7 (seven) days before the relevant early redemption date. The Issuer may partially redeem the Bonds on any day that the Issuer must state in the Issuer's Decision on Partial Early Redemption (**Early Redemption Date**), provided that the Early Redemption Date must not occur earlier than 7 (seven) Business Days after notification of the Issuer's Decision on Partial Early Redemption to the Bondholders in accordance with Clause 15 of the Terms and Conditions.*

The Issuer's Decision on Partial Early Redemption is irrevocable and binds the Issuer to partially early redeem all the Bonds in accordance with these Terms and Conditions by lowering the nominal amount of each Bond.

The record date for determining the person (Bondholder) entitled to the payment of the partial nominal amount of a Bond is the Business Day immediately preceding the notification of the Issuer's Decision on Partial Early Redemption in accordance with Clause 15 of the Terms and Conditions. For the avoidance of doubt, the definition of the Record Date for Nominal Amount Repayment will not apply in relation to these partially early redeemed Bonds.

Irrespective of the other provisions of the Terms and Conditions, Bondholders will not receive any option premium, Additional Interest or any other interest as a result of the partial early redemption of the Bonds (except for ordinary interest accrued in accordance with Clauses 6.1, 6.2, 6.3 and 6.4 of the Terms and Conditions), nor will any Equity Kicker Participations be transferred to the Bondholders, unless the Issuer stipulates otherwise in the Issuer's Decision on Partial Early Redemption.

Irrespective of the other provisions of the Terms and Conditions, the Issuer may use for partial early repayment also the funds held in the Escrow Account or the Bank Account and such conduct will not constitute a default of the Terms and Conditions."

Reasoning

Pursuant to Clause 7.5.1 of the Terms and Conditions, the Issuer may redeem all Bonds early. The Issuer wishes to extend its right to redeem the Bonds early so that the Issuer's right to partially redeem the Bonds at any time is added to the Terms and Conditions and so that the Terms and Conditions are supplemented by, among others, the period for a notice of early redemption of the Bonds at the option of the Issuer, the relevant early redemption date of the Bonds and the record date for determining which Bondholders will acquire the right to obtain the nominal amount of a Bond. In the event of partial early redemption of the Bonds, no option premium, Additional Interest and no other interest (except for ordinary interest accrued in accordance with Clauses 6.1, 6.2, 6.3 and 6.4 of the Terms and Conditions) will be paid to the Bondholders, nor will any Equity Kicker Participations be transferred to the Bondholders, unless otherwise specified by the Issuer.

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Pursuant to Clause 5.4 of the Terms and Conditions, the Issuer must deposit the proceeds of the Issue to the Escrow Account, and these funds may be used exclusively to finance the purchase price of the Immovables, costs associated with the carrying out of the Project (including releasing of funds from the Issue to pay the purchase price of the Immovables from the Escrow Account in favour of Port 7 as obligor from the Call Option) and costs associated with the Issue. With regard to the intended extension of the Issuer's right to redeem a part of the Bonds early, the Issuer proposes that it be entitled to use the funds held in the Escrow Account and the Bank Account also for partial early redemption of the Bonds. A similar extension is proposed also in relation to the full early redemption of the Bonds.

7. RECORD DATE FOR PARTICIPATION IN THE BONDHOLDERS' MEETING AND OTHER IMPORTANT INFORMATION FOR THE BONDHOLDERS

7.1 Record date for participation in the Bondholders' Meeting

To be entitled to attend and vote at the Bondholders' Meeting, a person must be a Bondholder recorded as a Bondholder in the register kept by the Central Depository and in an extract from the Bonds register provided by the Central Depository at the close of the calendar day that is seven days prior to the date of the Bondholders' Meeting (the **Bondholders' Meeting Record Date**), or a person who produces a certificate of the custodian in whose client's account with the Central Depository the relevant number of Bonds was recorded as of the Record Date certifying that such person is Bondholder and that the Bonds held by such person are registered in the account of the custodian by reason of their custodianship. The certificate pursuant to the preceding sentence must be satisfactory in form and substance to the Issuer. If the custodian is a legal entity, the Issuer may request that the original or an officially certified copy of the custodian's extract from the Commercial Register or another relevant register not older than three months before the date of the relevant Bondholders' Meeting be attached to this certificate. No transfers of the Bonds made after the Bondholders' Meeting Record Date will be taken into account.

7.2 Registration

Registration of the Bondholders starts 40 minutes prior to the commencement of the Bondholders' Meeting. During the registration of the Bondholders a natural person will identify themselves by an identification card. A person acting on behalf of a legal entity must identify themselves with an identification card and with an original extract not older than three months from the Commercial Register or similar register evidencing the persons entitled to act on behalf of the particular Bondholder.

7.3 Participation in the Bondholders' Meeting based on a power of attorney

It is possible to participate in the Bondholders' Meeting based on a power of attorney (please see below).

All such representatives must identify themselves by an identification card, the original power of attorney that, in all respects, corresponds to the form attached as Annex 1 to this Notice, with an officially verified signature of the principal. Where the Bondholder is a legal entity, the representative must identify themselves by an identification card and by an original extract from the Commercial Register or similar register evidencing that persons granting the power of attorney had the authority to do so; such extract must not be older than three months.

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A form of the power of attorney is attached as Annex 1 to this Notice, which, in its entirety, will also be published on the Issuer's website at www.geonc.cz pursuant to Clause 15 of the Terms and Conditions.

7.4 Language and form of the documents necessary for proving the right to attend the Bondholders' Meeting

All documents presented at the Bondholders' Meeting by the Bondholders, or their representatives, for the purposes of identification must be in the Czech and/or English language. If the above documents are in a language other than Czech or English, the Bondholder must ensure a certified translation of the documents to the Czech language at the Bondholder's own expense. The Issuer may waive this requirement at the Bondholders' Meeting in relation to the individual presented documents.

All documents issued abroad that are presented at the Bondholders' Meeting by the Bondholders or their representatives for identification must be superlegalised or provided with an apostille, unless otherwise provided by the relevant international treaty by which the Czech Republic is bound. The Issuer may waive this requirement at the Bondholders' Meeting in relation to the individual presented documents.

7.5 Information on substitute Bondholders' Meeting

In the event that the Bondholders' Meeting does not have a quorum, the Issuer informs that in such an event it will convene a substitute Bondholders' Meeting, which must take place within 6 weeks after the date for which the Meeting was convened.

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8. IMPORTANT NOTICE REGARDING THE COVID-19 PANDEMIC

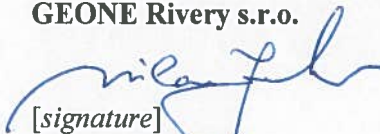
The Issuer would like to draw the attention of the Bondholders to the following measures taken in connection with restricting the spread of the COVID-19 disease:

- (i) the obligation to attend the Bondholders' Meeting only with the airways covered;
- (ii) the obligation to disinfect hands before entering the venue of the Bondholders' Meeting;
- (iii) the obligation to keep a distance of at least 2 meters from other participants and to sit only in reserved places;
- (iv) ban on shaking hands; and
- (v) the obligation to comply with any quarantine ordered in the event of a respiratory disease.

In addition to the above measures, all participants in the Bondholders' Meeting must comply with the measures valid and effective at the time of the Bondholders' Meeting, as they may be announced by the relevant public authorities.

Prague, 31 August 2021

GEONE Rivery s.r.o.



[signature]

Name: Milan Janků

Position: Director

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ANNEX 1
FORM OF POWER OF ATTORNEY

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POWER OF ATTORNEY

Owner (Bondholder):

Name: _____

Registered office/Residence: _____

Registration number/Date of Birth: _____

Represented by: _____

[Acting on behalf of]¹ _____

(the **Principal**)

hereby authorises:

Name: _____

Place of residence: _____

Date of birth: _____

(the **Representative**)

to represent the Principal in the full extent as the holder of _____ bonds titled GEONE RIV. 7,50/22, with the nominal value per bond of 1 CZK (in words: one Czech crow), ISIN CZ0003521601 (the **Bonds**), issued by **GEONE Rivery s.r.o.**, a company with its registered office at Partyzánská 18/23, Holešovice, 170 00 Prague 7, Czech Republic, ID number: 077 81 661, entered in the Commercial Register kept by the Municipal Court in Prague, file no. C 307454 (the **Issuer**), at any bondholders' meeting (including any adjourned bondholders' meeting) convened by the Issuer's notice dated 31 August 2021 (the **Notice**), subject of which will be, in particular, voting on amendments to the terms and conditions of the Bonds regarding the Issuer's right to redeem the Bonds early (a bondholders' meeting and an adjourned bondholders' meeting together

¹ Delete if not applicable.

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the **Bondholders' Meeting**), and in relation to this to act on behalf of the Principal, sign and perform all acts and undertake any further steps including but not limited to:

- (a) to attend the Bondholders' Meeting on behalf of the Principal;
- (b) to confirm the attendance of the Principal at the Bondholders' Meeting;
- (c) to declare on behalf of the Principal that it was duly notified of the Bondholders' Meeting;
- (d) to exercise at the Bondholders' Meeting the voting rights attached to the Bonds, in particular, to approve the amendments to the terms and conditions of the Bonds as described in the Notice; and
- (e) to approve any modification of the agenda of the Bondholders' Meeting and exercise at the Bondholders' Meeting the voting rights attached to the Bonds with regard to the proposed resolutions that have not been contained in the agenda of the Bondholders' Meeting in the Notice.

The Representative is obliged to follow instructions of the Principal, if the Principal's instructions are known to the Representative.

The Representative shall promptly after its attendance to the Bondholders' Meeting inform the Principal about the results of the voting at the Bondholders' Meeting.

This power of attorney is governed by Czech law.

In: _____ on _____ 2021

[For and on behalf of:] _____

(*certified signature*)

Name: _____

Position: _____