



GORDIAN
HOLDINGS

TENDER FORM
FOR THE PURCHASE OF A PROPERTY FROM GORDIAN HOLDINGS LIMITED ("GORDIAN")

Date: 8.9.22

Property Website Reference Number ("Property") SEA side villa in Payera Paphos REF NO: 6702

DETAILS OF TENDERER

Name / Company Name DAVID GANTSHAR

ID / Passport Number / Registration Number 530779923


Address / Registered Office 1 Paris street, 8049, Kato Pafos, Cyprus.

Telephone Number 99003473, 77000070

Email address paphos@letoproperties.com

OFFER

Amount (€) – excluding VAT (in numbers and written in full) €1.250.000
One million two hundred fifty thousand euros

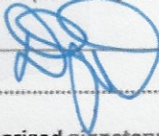
Tenderer's Signature, Name and Title 
Authorised signatory for and on behalf of DAVID GANTSHAR (Insert name of the Tenderer if the Tenderer is a legal entity).



DETAILS AND AUTHORISATION OF REAL ESTATE AGENT (to be completed by the Tenderer - if applicable)

Date: 8.9.22 530779923
I/We DAVID GAWTJAK (with ID/passport no./ registration no.....), hereby authorise the following real estate agent.....(with Real Estate Registration no. and Licence Number) to act on my/our behalf in relation to all acts, negotiations and/or actions required for the purchase of the Property (as defined above) from Gordian.

This authorisation is valid solely for the purpose of the purchase of the Property by me/us, and shall be in force for the latest of a) 90 days from its date, or b) until completion of the purchase of the Property, provided in the latter case that the relevant contract of sale was entered into with Gordian within 90 days from the date of this authorisation, except where (in either case), Gordian previously received my/our written notice revoking this authorisation.

Tenderer's Signature, Name and Title 
X
Authorised signatory for and on behalf of..... (Insert name of the Tenderer if the Tenderer is a legal entity)

DECLARATION BY REAL ESTATE AGENT (to be completed by the Real Estate Agent who represents the Tenderer - if applicable)

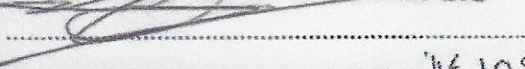
Date: 8.9.22
I/We, declare, acknowledge, confirm and agree that I/we:

- **M.M. LETO PROPERTIES LTD** are duly licensed as a real estate agent and registered under the laws of Cyprus;
- have been appointed, represent and are acting for and on behalf of the Tenderer in relation to submitting this Tender Form concerning the Property;
- fully informed the Tenderer of all matters concerning the Property (including its natural status and any encumbrances affecting it);
- are bound by the terms of this Tender Form and by Gordian's Website terms and conditions located at <http://gogordian.com>;
- for my/our services, subject to the 'General Terms and Conditions' below (including, without limitation, the sections concerning Real Estate Agents), I/we will receive a percentage commission (plus VAT) calculated on the agreed purchase price of the Property, as set out below; and that such commission will be rendered due and payable only after the full payment of the purchase price of the Property by the Tenderer;
- as at the date of this Declaration and to the best of my/our knowledge and belief, the information set out in the 'Disclosure' section below is true and accurate.

Disclosure - Instructions: please tick the applicable circle(s) below and fill in the required information):

- The Real Estate Agent, and/or the spouse or child of such Real Estate Agent, does not have an interest with/in the Tenderer, or vice versa.
- The Real Estate Agent has the following interest with/in the Tenderer, or vice versa:
 - the Real Estate Agent is a spouse or child of the Tenderer, or vice versa;
 - the Real Estate Agent is a shareholder of the Tenderer, or vice versa – holds% of the relevant shares;
 - The spouse or child of the Real Estate Agent is a shareholder of the Tenderer, or vice versa, – holds% of the relevant shares; or
 - the Real Estate Agent or the spouse or child of the Real Estate Agent is a shareholder of a direct or indirect holding company of the Tenderer (or of the spouse and/or child thereof), or vice versa, – holds% of the relevant shares.

M.M. LETO PROPERTIES LTD

Real Estate Agent's Signature, Name and Title	
Licence No.	HE 1093
Registration No.	5681E
Email and contact No.	1093 paphos@letopropertiescyprus.com

PERSONAL DATA

For information on how we, Gordian Holdings Limited process personal data, the rights of data subjects and other important information regarding the collation and use of personal data by us, please read our Privacy Notice at <https://gogordian.com/privacy-policy/> (the "Privacy Notice"). Where the Tenderer is a legal entity, the Tenderer undertakes to inform its directors, officers, shareholders, ultimate beneficial owners and authorised representatives who are natural persons, that they can learn about the processing of their personal data, their rights and other important information regarding the security and use of their personal data by Gordian, by referring them to the Privacy Notice.

GENERAL TERMS AND CONDITIONS

Offer for the purchase of a property

1. An offer for the purchase of a property from Gordian Holdings Limited with reg. no. HE378128 or a subsidiary of Gordian ("Gordian", "we", "us" or "our") must be made through the submission of this Tender Form to Gordian by email at offers@gordianservicing.com or electronically via the relevant property page on our website <https://gogordian.com>. Gordian reserves the right not to review a Tender Form which is delivered otherwise, and such an offer may be considered as having not been made. The Tender Form must be duly completed and signed in accordance with its terms, otherwise it may not be accepted.
2. If the tenderer is a legal entity (a company or a Limited Liability Partnership), the Tender Form must be signed by its directors or authorised signatories and the legal entity's name must be completed. The tenderer's certificate of incorporation, identification documents of its authorised signatories and any other documents which Gordian may request, must be submitted with this Tender Form.
3. Gordian shall not be held liable towards any tenderer if the Tender Form is not received or is received with a delay. Gordian also reserves the right to consider, review, disregard and/or reject a Tender Form submitted at any time, without providing a reason, and irrespective of the amount offered for the purchase of the property (including if it is the highest offer price) or of the date and time of its submission to Gordian. If a Tender Form is not reviewed or is rejected by Gordian, or the property is no longer available for sale, Gordian may inform the tenderer accordingly, without however being obliged to mention the reason for this.
4. Gordian will notify a tenderer in writing if the tenderer's offer to purchase the property is accepted.

Sale of a property

5. The sale of a property is subject to contract. Accordingly, unless precluded by applicable laws, regulations or matters beyond its control, Gordian will sell a property to a tenderer in accordance with the terms of a reservation agreement ("Reservation Agreement") and a sale and purchase agreement ("SPA") concerning the property, entered into between Gordian and the tenderer.
6. Unless otherwise agreed to by Gordian in writing:
 - a) Within 10 (ten) days from the date stated in the beginning of the Reservation Agreement (which will be circulated to the tenderer together with the acceptance of the tenderer's offer), in order to exclusively reserve and lock the property for 30 (thirty) days thereafter, the purchaser must sign and return the Reservation Agreement to Gordian, and pay to Gordian a fee of (the "Reservation Fee"):
 - €5.000 – where the purchase price of the property ("Purchase Price") is under €300.000; or
 - €10.000 – where the Purchase Price is between €300.000 and €500.000; or
 - €20.000 – where the Purchase Price is between €500.000 and €1.000.000; or
 - the lower of up to 5% of the Purchase Price and €100.000 – where the Purchase Price is over €1.000.000.
 The Reservation Fee is part payment of the Purchase Price and will be deducted from the Purchase Price if the purchaser fulfills its/his/her obligations under the Reservation Agreement.



Prior to the completion of the above, if Gordian is prevented from selling the property due to any applicable law, regulation and/or the occurrence of an event beyond its control, Gordian reserves the right to withdraw its acceptance of the purchaser's offer via written notice to the purchaser, and will not be liable to the purchaser for any costs, fees and/or expenses (including but not limited to professional fees) that the purchaser may have incurred in relation to the property.

- b) Within 30 (thirty) days from the date of receipt by Gordian of the signed Reservation Agreement, the purchaser must negotiate, agree and sign the SPA and pay to Gordian as insurance/ guarantee by the purchaser for the faithful performance of the terms of the SPA, a deposit of:
- €5.000 where the Purchase Price is below €300.000; or
 - €10.000 where the Purchase Price is between €300.000 and €500.000; or
 - €20.000 where the Purchase Price is between €500.000 and €1.000.000; or
 - the lower of up to 5% of the Purchase Price and €100.000, where the Purchase Price is over €1.000.000; and a part payment of the purchase price less the Reservation Fee.
- c) The balance of the Purchase Price ("Balance") must be paid simultaneously with the transfer of the property at the Land Registry to the purchaser, which must take place within thirty (30) days from the signing of the SPA.

If the purchaser does not pay the Balance, Gordian may, at its absolute discretion, terminate the SPA and monetise, advertise and/or sell the property to any third party, withhold any deposit received for the purchase of the property, and/or seek any other remedy that it may be legally entitled to, in all cases, without the purchaser having any claim against Gordian in relation to the property, the deposit paid or otherwise, including but not limited to any costs and/or expenses incurred in relation to the property to that date. In the event of termination of the SPA, the purchaser will be obliged to withdraw immediately the SPA from the Land Registry (if it was submitted for registration).

7. The Purchase Price and/or any part of it, will be deemed only once it is cleared in Gordian's bank account, and will be accepted by Gordian only once Gordian completes to its satisfaction all the Know Your Customer (KYC) and anti-money laundering checks required by applicable laws, regulations, regulatory authorities and/or Gordian's internal practices. Accordingly, the purchaser agrees to provide to Gordian all KYC documents and information that Gordian may request.
8. Until the full payment of the Purchase Price to Gordian and the transfer of the full ownership of the property to the purchaser, Gordian shall retain the ownership and possession of the property. The process for the stamping of the SPA shall be carried out by Gordian, whilst the stamp duty fee shall be borne and paid exclusively by the purchaser, who will also be responsible for paying the relevant Land Registry fees for the submission of the SPA (if any) at the Land Registry. The purchaser shall also pay the property transfer fees and costs for the registration of the property in the purchaser's name at the Land Registry.
9. By signing and submitting this Tender Form, the Tenderer declares that he/she/it has visited and inspected the property, has reviewed all the available documents concerning the property and is fully satisfied with the property's state and condition, both physically and from a legal perspective. Gordian shall not bear any liability towards the Tenderer for any legal or physical defect of the property. The Tenderer also declares that he/she/it is willing to purchase the property at its present state and condition irrespective of any description of the property in the title deeds and/or in any other document concerning the property, including without limitation any architectural plans, valuations, technical due diligence reports, advertisement or brochure.

Real Estate Agent

10. Where a Real Estate Agent is representing the tenderer in relation to the purchase of the property, the following sections of this Tender Form must be completed, in addition to all other required information:
- 'Details and Authorisation of Real Estate Agent' – and be signed by the tenderer;
 - 'Declaration by Real Estate Agent' – and be signed by the Real Estate Agent; and
 - 'Tenderer's Acceptance of the Tender Form' – and be signed by the tenderer.

Also, Gordian must, upon request, be provided with information relevant to the Real Estate Agent in order to conclude its background checks in line with its internal acceptance policy requirements.

Real Estate Agent's commission

11. Gordian shall pay to the Real Estate Agent recorded in this Tender Form, the applicable percentage commission set out below only when the sale of the property to the tenderer recorded in this Tender Form has been completed; and the total amount of the Purchase Price has been cleared in Gordian's bank account. Gordian



does not accept any liability or obligation whatsoever to pay any commission, fee, remuneration, costs and/or compensation to a Real Estate Agent prior to the completion of the sale of the property to the tenderer and the receipt by Gordian of the full purchase price of the property in clear funds.

12. If the Purchase Price is up to €5.000.000 – the commission is 5% plus VAT, except where:
- a. The Real Estate Agent is a spouse or child of the tenderer, or vice versa, in which case NO commission will be paid to the Real Estate Agent;
 - b. The Real Estate Agent or the Real Estate Agent's spouse and/or child, is a shareholder of the tenderer or of a direct or indirect holding company of the tenderer (or of the spouse and/or child thereof), or vice versa – and holds more than 50% of the relevant shares; in which case, NO commission will be paid to the Real Estate Agent;
 - c. The Real Estate Agent or the Real Estate Agent's spouse and/or child is a shareholder of the tenderer or of a direct or indirect holding company of the tenderer (or of the spouse and/or child thereof), or vice versa, – and holds 50% or less of the relevant shares in which case, commission will be paid to the Real Estate Agent proportionately. For example:
 - If 50% of the shares are held – the commission is 2.5%
 - If 40% of the shares are held – the commission is 3%
 - If 30% of the shares are held – the commission is 3.5%
 - If 20% of the shares are held – the commission is 4%
 - If 10% of the shares are held – the commission is 4.5%.
13. If the Purchase Price is over €5.000.000 – the commission percentage will be determined by Gordian on a case by case basis (prior to the signing of a Reservation Agreement and a SPA), but shall never exceed 5% of the Purchase Price) and NO commission will be paid where paragraph 12. a. or b. above applies.

TENDERER'S ACCEPTANCE OF THE TENDER FORM

By signing this Tender Form, the Tenderer declares and confirms that the Tenderer has considered whether he/she/it needs to obtain professional independent advice in relation to the purchase of the property concerned, has read this Tender Form in its entirety carefully, and fully understands and accepts its terms and conditions.

Signed by the Tenderer

Tenderer's Signature, Name and Title^x.....

For and on behalf of..... (Complete if the Tenderer is a legal entity)

Date 8/9/22