RULES OF PROCEDURE FOR PRIVATE SALES

OF A PART OF A BUSINESS

§ 1. GENERAL PROVISIONS

1. These Rules set forth the procedures for conducting an unrestricted written tender with the option to order an additional auction (hereinafter referred to as **the "Tender"**) for the sale of an organized part of the debtor's enterprise, namely KLM – Energia sp. z o.o. in restructuring, with its registered office in Smykówko (KRS 0000280917, NIP 7412040567, hereinafter referred to as **the "Debtor"**) as specified in **the "Current Inventory List"** constituting **Appendix No. 1** to these Rules.
2. The tender is announced, organized, and conducted by the administrator of the KLM-Energia sp. z o.o. restructuring estate (hereinafter referred to as **the "Administrator"**), appointed to this position by the District Court in Elbląg, 5th Commercial Division, Bankruptcy and Restructuring Section, by order dated June 17, 2025, case no. EL1E/GR/10/2024.
3. The purpose of the Tender is to sell an organized part of the enterprise (hereinafter referred to as **"OPE"**) for the highest price offered.
4. Activities related to the Tender are carried out by the Administrator or a person authorized by the Administrator; mailing address: Law Office of Edyta Wróblewska, Legal Counsel and Restructuring Advisor, Al. Jana Pawła II 27, 00-867 Warsaw, phone: 665 998 997, email:e.wroblewska@kancelariawroblewska.pl , address for electronic service: AE:PL-82052-40971-WGIEB-23.

§ 2. LEGAL BASIS

1. The tender is conducted pursuant to these Rules and Regulations, the provisions of the Act of April 23, 1964—Civil Code (i.e., as amended on July 25, 2025, Journal of Laws of 2025, item 1071, hereinafter referred to as **"Civil Code"**), the Act of May 15, 2015—Restructuring Law (as amended on March 27, 2026, Journal of Laws of 2026, item 533, hereinafter referred to as **"Restructuring Law"**)
2. The Judge-Commissioner at the District Court in Elbląg, 5th Commercial Division, Bankruptcy and Restructuring Section, by a ruling dated July 13, 2026 (case no. EL1E/Grs/1/2025), granted consent to the private sale of an organized part of the enterprise, the specifications of which are set forth in Appendix No. 1, for the price most favorable to the reorganization estate, following the prior publication of notices of the intent to sell on the Internet on at least three popular websites where such notices are typically posted. The administrator may also post a notice of sale in the National Debt

Register's information system, on the foreign portals , and forward information about the tender to entities that may be interested in purchasing the organized part of the enterprise.

3. Natural persons, legal entities, and organizational units without legal personality established in accordance with the law and to which separate provisions grant legal capacity may participate in the proceedings.

§ 3. SUBJECT OF THE TENDER AND THE PRINCIPLE OF INTEGRITY

1. The subject of the Tender is the Debtor's Business Assets, understood as a set of tangible and intangible assets, including the rights through which the Debtor conducts its business activities, in particular:
   a) the Debtor's own assets, the specification of which is set forth in Appendix No. 1, with the proviso that, with respect to Section VII, "List of Receivables," the balance of receivables due to the Debtor may change until the date of execution of the purchase and sale agreement,
   b) cash accumulated in the reorganization estate's accounts—as of the balance specified in § 9(8) of the Regulations,
   c) permits and rights held as of the date of execution of the purchase and sale agreement, including rights arising from real estate lease agreements,
   d) a list of inventory as of the date of signing the purchase and sale agreement,
   e) transferred employees with their consent,
   f) the costs of the reorganization proceedings and the administrator's compensation, as well as the Debtor's liabilities arising after June 17, 2025, and remaining unpaid as of the date of execution of the purchase and sale agreement.
2. The scope of the documentation to be provided regarding the ZCP will be determined by the parties in the purchase and sale agreement.
3. The sale covers the Debtor's assets as an indivisible whole. Bids for individual assets are not permitted.
4. The acquisition of the assets has the same legal effects as a sale conducted by a trustee in bankruptcy proceedings.

§ 4. ACCESS TO DOCUMENTATION AND NON-DISCLOSURE AGREEMENT

1. Entities interested in acquiring the ZCP should**, by August 31, 2026,** submit:

   a) in electronic form, a letter of intent and a confidentiality agreement constituting **Appendix No. 2** to these Rules, bearing a qualified electronic signature by authorized persons, along with documentation evidencing such authorization,

b) confirmation of sufficient funds for the purchase of the ZCP (e.g., a bank statement or a letter of commitment),
c) The documents referred to above must be sent to the Administrator's address for electronic delivery: AE:PL-82052-40971-WGIEB-23. The subject line of the message must read: sprzedaż_ZCP_KLM – Energia.

2. The documentation held by the Administrator regarding the ZCP—in particular, contracts, permits, and ZCP appraisal reports—will be made available by the Administrator exclusively to entities that submit the documentation referred to in paragraph 1 by August 31, 2026.

§ 4. TERMS OF THE OFFER

1. An offer to purchase the ZCP must be submitted by 12:00 p.m. **on October 31, 2026,** exclusively via Poczta Polska (Polish Post) or a courier service, to the address of the Administrator's office: Law Office of Edyta Wróblewska, Legal Counsel and Restructuring Advisor, Al. Jana Pawła II 27, 00-867 Warsaw.
2. **The date of receipt of the offer is decisive.** Any offer received after the deadline will not be considered.
3. The offer, together with the required documents, should be placed in a sealed envelope, which must then be placed inside a second, larger envelope. Each of these envelopes should be addressed to Edyta Wróblewska, the Restructuring Administrator, and include the case reference number EL1E/GRs/1/2025 with the note: **"DO NOT OPEN – BID in Reorganization Proceedings EL1E/GRs/1/2025"** and include the bidder's exact identification.
4. Under penalty of rejection, the bid must include:

a) the bidder's exact identification: first and last name or the bidder's company name, the bidder's address/registered address, the bidder's legal form, and the KRS, REGON, and NIP numbers (depending on the bidder's legal form); and, in the case of a natural person, the PESEL number
b) a current (no older than 1 month) extract from the KRS, CEIDG, or other relevant registers (depending on the bidder's legal form), and in the case of a natural person, a copy of a current ID card,
c) **the offered price of the Subject of the Tender must be expressed in both numerical and written form and may not be lower than 6,944,115 PLN** (in words: six million nine hundred forty-four thousand one hundred fifteen and 00/100),
d) proof of payment of the bid bond to the designated bank account,
e) a commitment by the buyer to cover the costs, taxes, and fees associated with the execution of the contract in the form of a notarial deed,
f) a statement of acceptance of the terms and conditions of the Tender,

g) a statement that the bidder has reviewed the factual and legal status of the ZCP, as well as its description and appraisal, and raises no objections in this regard,

h) a statement that the bidder acknowledges the exclusion of warranty for physical and legal defects pursuant to Article 558 § 1 of the Civil Code and Article 313 of the Bankruptcy Law of February 28, 2003,

i) a statement by a bidder who is a natural person indicating whether they are married and, if so, whether they are acquiring the Subject of the Tender as part of the spouses' joint property or as part of their separate property. If the Subject of the Tender is to be acquired as separate property, the bidder must submit an appropriate statement along with the bid. If the Subject of the Tender is to be acquired as part of the spouses' joint property, either spouse may submit a bid; however, pursuant to Article 37 § 1(3) of the Act of February 25, 1964—the Family and Guardianship Code—the consent of the other spouse is required. The other spouse's consent to the acquisition of the Auction Item as part of the joint property must be expressed in the form of a notarial deed and must include consent to the acquisition of the Auction Item, the submission of a bid, and participation in the auction, including the possibility of increasing the bid under conditions determined at the discretion of the spouse participating in the auction,

j) all permits and consents, if required by law due to the identity of the purchaser or the purchaser's company, and in the case of a bidder from outside the European Economic Area or Switzerland—permission from the Minister of the Interior to acquire real estate,

k) if a bid is submitted by a representative, the power of attorney must be granted in the form of a notarial deed, and an extract thereof must be attached to the bid. The power of attorney must include authorization to make substantive legal declarations and to assume obligations related to submitting a bid to purchase the Debtor's ZCP, participating in the call for bids, and participating in the auction.

l) the bank account number to which the bid bond is to be refunded if the bid is not selected,

m) handwritten signatures indicating the first and last name of the bidder who is a natural person, or the signatures of persons authorized to represent a bidder who is not a natural person, or the signature of the authorized representative.

3. For foreign bidders: a translation into Polish prepared by a certified translator must also be attached. In such a case, the Polish-language version shall prevail.
4. Submitted bids are binding on the bidders until the Administrator selects a bid in accordance with the procedure set forth in the Regulations.
5. A statement of withdrawal of a bid may be submitted by the bidder no later than the deadline specified in § 5(1) of the Regulations. The effective date of the statement of withdrawal is determined by the date the statement is received by the Administrator's Office.
6. If a bid is withdrawn in accordance with the rules set forth in paragraph 5, the bid bond shall be refunded to the bidder. If a bid is withdrawn in violation of the rules set forth in paragraph

5, the bid bond shall be forfeited to the reorganization estate, unless the bidder declares, no later than the deadline for opening bids, that their bid is to be considered in the bidding process.

§ 6 BID BOND

1. A condition for participation in the proceedings is the payment of a bid bond in the amount of **694,412 PLN** (in words: six hundred ninety-four thousand four hundred twelve and 00/100 Polish zlotys).
2. **The bid bond must be paid by** bank **transfer** to the bank account of the restructuring estate of KLM – Energia , sp. z o.o. in restructuring, held at PKO PB S.A., account number 41 1020 1068 0000 1602 0517 0305, with the note "Bid Bond – File No. EL1E/GRs/1/2025" **no later than October 30**, **2026**, whereby the actual date on which the aforementioned bid bond amount is credited to the aforementioned bank account shall be decisive.
3. If the bid bond is to be paid from a bank account belonging to an entity other than the bidder, the bidder's first and last name or company name must also be included in the payment description. In the absence of information allowing for the unambiguous identification of the bidder, the Administrator will return the bid bond to the account from which it was paid, which will result in the submitted bid failing to meet the requirements.
4. For bidders whose bids are not selected, as well as in the situation specified in § 6(5), the bid bond will be refunded within 7 days after the date of bid selection to the bank account indicated in the statement referred to in § 5(4)(l). Bidders are not entitled to claim interest.
5. In the event that the call for bids is invalidated or canceled, the bid bond will be refunded within the timeframe specified in § 6, point 4.
6. The bid bond of the bidder whose bid is accepted will be applied toward the purchase price.

§ 7. OPENING OF BIDS AND SELECTION

1. **The opening and evaluation of bids will take place at the Debtor's headquarters on November 3, , 2026, at 12:00 p.m.**
2. Bids will be opened and reviewed in the presence of the bidders in attendance. Persons present at the opening are required to present valid identification. Persons representing bidders should additionally present documents authorizing representation or a power of attorney, unless these have already been attached to the bids.
3. Remote participation in the bid opening is not permitted.
4. If only one eligible bid is submitted, the Administrator shall select that bid as the most favorable, provided it meets the requirements set forth in the Rules.
5. If more than one eligible bid is submitted, the Administrator shall conduct an auction under the terms specified in § 8.

§ 8. AUCTION

1. If more than one bid has been submitted—regardless of the purchase price offered for the ZCP—and such bids meet the conditions of the proceedings, the Administrator shall conduct an auction (oral bidding) among all present bidders whose bids have not been rejected. The absence of any of the bidders who submitted eligible bids shall not prevent the auction from taking place.
2. The auction will be conducted under the following conditions:
   a. **The Starting Price** shall be the highest price offered for the Subject of the Tender, proposed by bidders admitted to the auction;
   b. a bid submitted during the auction ceases to be binding once another auction participant has submitted a higher bid,
   c. the auction is conducted in such a way that the Auctioneer begins at the Starting Price, and auction participants bid higher prices, provided that the price increase cannot be less than the bid increment specified in the Rules,
   d. **the minimum bid increment is set at 100,000 PLN (in words: one hundred thousand Polish zlotys)**,
   e. The Auctioneer selects the bid of the auction participant (awards the lot) who offered the highest price, which, after being repeated twice by the Auctioneer, was not exceeded by any other participant. The third repetition of the offered price shall be deemed the final acceptance of the bid.
   f. The Auctioneer selects the bidder to whom the bid was awarded.
3. In the event of two identical bids in terms of price and the bidders' failure to actually participate in the auction, the Administrator has the right to freely select a bidder.
4. The auction is conducted immediately after the opening of bids, among the bidders present at the opening who have submitted bids meeting the conditions specified in the Rules.
5. If none of the bidders participates in the auction, the Administrator shall select the most advantageous bid based on the bids received. In such a case, the bid with the highest price for the Subject of the Tender shall be considered the most advantageous.

§ 9. CONCLUSION OF THE AGREEMENT AND PAYMENT OF THE PRICE

1. **The purchaser** whose bid is selected is required to pay the full bid price into the bank account specified in § 6(2) of the Rules by **November 30, 2026**. The date of payment shall be deemed to be the date on which the amount is credited to the aforementioned account.

2. The conclusion of the ZCP purchase and sale agreement in the form of a notarial deed shall take place on a date set by the Administrator, but no later than 2 months from the date on which the court's decision approving the arrangement adopted at the creditors' meeting becomes final.
3. The location where the agreement is to be executed (the notary's office) shall be designated by the Administrator.
4. All costs associated with the conclusion of the sales agreement, including, in particular, the notary's fee, the costs of copies of the notarial deed, court fees, and any applicable taxes and public levies (including the tax on civil law transactions, if applicable), shall be borne in full by the Buyer.
5. The Buyer is required to appear at the designated place and time to execute the contract, under penalty of forfeiting the deposit.
6. If the Buyer fails to appear, the Administrator may set an additional deadline, no later than 1 week from the originally set deadline.
7. If the Buyer fails to enter into the contract by the designated deadline or the additional deadline for reasons attributable to the Buyer, the Administrator has the right to withdraw from the selection of the bid and retain the bid bond in full, as well as to seek supplementary damages under general principles if the loss exceeds the value of the bid bond.
8. The Subject of the Tender will be handed over to the Buyer immediately upon the signing of the contract in the form of a notarial deed, but no later than 30 days from the date of signing the contract.
9. If the Buyer whose bid was selected fails to pay the full price within the time limit specified in § 9(1), the Administrator may withdraw from the contract and retain the bid bond in full.

§ 10. PERSONAL DATA

1. In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter also referred to as: "GDPR"), the Administrator informs Bidders of the rules governing the processing of their personal data.
2. The controller of personal data (hereinafter: "Controller") is the Restructuring Administrator of KLM - Energia sp. z o.o. in restructuring.
3. By submitting a bid, the Bidder consents to the processing of their personal data for the purposes and in accordance with the rules set forth in these Rules and Regulations. The Bidder shall confirm their consent in writing upon submission of the bid. If the Bidder is a

legal entity or an organizational unit without legal personality, the Bidder's representative shall provide consent at the time of submitting the bid.

4. The Data Controller processes the personal data of Bidders and their representatives obtained directly from them for the purposes of conducting the written tender, including any auction, selecting a buyer, and concluding the sale agreement for the Debtor's ZCP, in accordance with these Rules.
5. The processing of personal data is based on the consent of the data subject—that is, the Bidder—expressed by submitting a bid to purchase the Debtor's ZCP.
6. The Controller also processes personal data in pursuit of a legitimate interest, i.e., for evidentiary purposes to secure documentation and information in the event of a legitimate need to establish facts, for the purpose of potentially determining, pursuing, or defending against claims.
7. Personal data will be processed until the end of the statute of limitations for claims that may potentially arise from participation in the competition, including from sales agreements, or until the end of the statute of limitations for public-law claims. This period may be extended due to processing for archival purposes in accordance with the rules set forth in applicable regulations.
8. Personal data may be disclosed to the following recipients, to the extent and for the duration necessary to achieve the purpose of data processing: employees, agents, postal operators, banking and IT service providers authorized by the Controller, as well as authorized entities to whom personal data may be disclosed pursuant to generally applicable law, including state authorities, courts, law enforcement agencies, and government offices.
9. Providing personal data is voluntary; however, failure to provide such data will result in the invalidity of the submitted Offer.
10. Bidders have the right to withdraw their consent to the processing of personal data. If consent is withdrawn, the Bid is invalid.
11. The Data Controller informs Bidders of their rights:
    1) to request access to their personal data from the Data Controller;
    2) to request the rectification of such data;
    3) to request its erasure;
    4) to request restriction of processing;
    5) to object to the processing (to request that the Administrator cease processing personal data processed solely on the basis of the Administrator's legitimate interest);
    6) to lodge a complaint with the supervisory authority: the President of the Personal Data Protection Office, address: Stanisława Moniuszki 1A, 00-014 Warsaw.

§ 11. FINAL PROVISIONS

1. The Administrator, acting in the interest of the reorganization estate, reserves the right to:
    1) close the tender and auction without selecting a bid;
    2) to cancel the proceedings at any stage without providing a reason;
    3) to conduct additional negotiations with selected bidders.
2. The Administrator’s decisions are final and not subject to appeal.
3. Bidders shall have no claims against the Administrator or the Debtor arising from the cancellation, termination, or annulment of the tender or auction, or the annulment of the proceedings without selecting a bid.
4. In matters not covered by these Rules, the provisions of the Restructuring Law, the Bankruptcy Law, and the Civil Code shall apply.