

We, Gordian Holdings Limited ("Gordian") have been duly authorised by the seller of the Property to advertise the Property for sale. For the avoidance of doubt, Gordian is not a real estate agent and does not provide any real estate agent's services nor does it operate as a legal or financial or other professional advisor. Further, no warranty is provided by Gordian with regards to the acceptance by the seller of an offer for the purchase of the property, nor any obligation is imposed on Gordian to respond to and/or consider and/or accept any offer for the purchase of the Property. The sale of the Property is subject to contract between the seller of the Property and the successful tenderer.

TENDER FORM FOR THE PURCHASE OF A PROPERTY FROM [INSERT FULL NAME OF SELLER]("SELLER")

Seller of the Property: [BUSINESS TO INSERT FULL NAME AND SURNAME OF THE BORROWER SELLER]

Seller's contact details: [BUSINESS TO INSERT CONTACT DETAILS OF THE BORROWER SELLER]

Property Website ID ("Property")

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

DETAILS OF TENDERER

Name / Company Name

**ID / Passport Number / Registration
Number**

Residential Address / Registered Office

Telephone Number/ Mobile Number

Email address

OFFER

Amount (€) – excluding VAT

Amount written in full – excluding VAT

Target completion date for the purchase of the Property (including full settlement of the purchase price of the Property)

Tenderer's Signature

[Name of authorised signatory – where the tenderer is a legal entity:]

[Position of authorised signatory - where the tenderer is a legal entity:]

DETAILS AND AUTHORISATION OF REAL ESTATE AGENT (to be completed by the tenderer where applicable)

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

I/We.....(with ID/ passport number / registration number.....) hereby authorise (with Real Estate Registration number 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 in the first page above).

The present authorisation shall be valid solely for the purpose of the purchase of the Property by me/us, and shall be in force for the latest of, either a period of 90 days from the date set out at the top of this authorisation, or until completion of the purchase the Property where I/we have entered into an agreement for the purchase of the Property from the Seller within 90 days from the date of this authorisation, unless (in either case), the Seller previously received written notice by me / us of the revocation of the present authorisation.

Tenderer(s) name

Tenderer(s) Signature(s)

[For and on behalf of
(include legal entity's name, where the tenderer is a legal entity)]

[Position of authorised signatory(ies) signing this authorisation (where the tenderer is a legal entity)]

DECLARATION BY REAL ESTATE AGENT (to be completed by the real estate agent where the tenderer is represented by a real estate agent)

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

I/We, acknowledge and agree that where I/we have introduced the Tenderer to the Seller, I/ we will be entitled to a commission if permitted by, and subject to and in accordance with the 'General Terms and Conditions for the Submission of an Offer for the Purchase of a Property' set out below, and provided that I/we have complied with all applicable laws and regulations.

I/We hereby confirm that I am / we are duly licensed as a real estate agent and registered under the laws of Cyprus. I/We also declare that 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 of this Declaration is true and accurate.

- ☐ By ticking this circle, I / We authorise Gordian to share all the information recorded in this Tender Form, including my/our personal data, with the Seller.

Disclosure

Instruction to the real estate agent: please tick the appropriate circle(s) below and where applicable, fill in the required information:

- ☐ The real estate agent, and/or a first degree relative of the real estate agent (the spouse or child), 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 first degree relative (the 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;
 - ☐ a first degree relative (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 a first degree relative thereof (the spouse or child) is a shareholder of a direct or indirect holding company of the tenderer (or of a first degree relative thereof), or vice versa, – holds [.....]% of the relevant shares.

Real Estate Agent's name	
Real Estate Agent's Signature	<p>[For and on behalf of (include legal entity's name, where the real estate agent is a legal entity)]</p>

Real Estate Agent's Licence Number [Name and position of authorised signatory of real estate agent where the real estate agent is a legal entity]

Real Estate Agent's Email	
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Real Estate Agent's contact number	
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PERSONAL DATA

Gordian has been authorised by the Seller to collect from tenderers and/or real estate agents representing them, tender forms and related information, for the purpose of sharing them with the Seller.

GENERAL TERMS AND CONDITIONS FOR THE SUBMISSION OF AN OFFER FOR THE PURCHASE OF A PROPERTY

1. An offer for the purchase of the Property must be made through the submission of this Tender Form to Gordian in accordance with paragraph 3 below. The Tender Form must be completed in full as appropriate and duly signed by the Tenderer and, where the Tenderer is represented by a real estate agent, by such real estate agent too). Tender Forms submitted which are not duly completed and signed as required, shall 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 the legal entity's directors or authorised signatories and the legal entity's name must be completed in full.
3. Tender Forms must be sent by email to offers@gordianholdings.com.
4. Gordian shall not be held liable towards any tenderer in the event that, for any reason whatsoever, the Tender Form is not received or is received with a delay by Gordian.
5. No warranty is provided by Gordian and/or the Seller with regards to the acceptance of an offer for the purchase of the Property, nor any obligation is imposed on Gordian and/or the Seller to respond to and/or consider and/or accept any offer for the purchase of the Property, or in the instance of rejection to provide a reason for the rejection, irrespective of the amount of the offer or of the date on which the Tender Form was submitted.
6. **The sale of the Property is subject to contract between the successful tenderer and the Seller ("Contract of Sale").** The terms of the Contract of Sale should be discussed and agreed

between the successful tenderer and the Seller; and Gordian shall have no liability and/or responsibility towards the successful tenderer and/or the Seller with respect to the terms of, the execution of and/or performance of the Contract of Sale. Further, Gordian does not accept any liability should the sale of the Property not progress following the acceptance by the Seller of the tenderer's offer.

7. Gordian does not accept any liability for any misinformation, inaccuracy, mistake, misrepresentation or other error or information regarding the Property, including location, size, dimensions, physical and legal condition, etc., which may be communicated at any time by the Seller of the property and/or its representatives and/or advisors, to the Tenderer and/or its representatives and/or advisors.
8. By entering into a Contract of Sale with the Seller, the Tenderer declares that he/she/it a) has visited and inspected the Property and 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; and b) purchases 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 including without limitation any architectural plans, valuations, technical due diligence reports, advertisement or brochure concerning the Property.
9. The successful tenderer shall provide to the Seller all the KYC documentation and other information which may be required by the Seller to complete the Know Your Customer (KYC) and anti-money laundering checks required by applicable KYC and anti-money laundering laws and regulations, for the purposes of the sale of the Property.
10. The successful tenderer shall also pay the Property transfer fees and costs for the registration of the Property in the successful tenderer's name at the Land Registry.
11. The Tenderer may not assign its rights and obligations under the Tender Form.
12. If an offer is made by the successful tenderer via a registered, licensed real estate agent in accordance with the terms of this Tender Form, such real estate agent shall be entitled to the following commission by the Seller, only upon completion of the sale of the Property and the full settlement of the purchase price of the property:
 - i. the commission is 5,0% plus VAT, except where:
 - a. The real estate agent is a first degree relative (the 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 a first degree relative thereof (the spouse or child), is a shareholder of the tenderer, or of a direct or indirect holding company of the tenderer (or of a first degree relative 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 a first degree relative thereof (the spouse or child) is a shareholder of the tenderer or of a direct or indirect holding company of the Tenderer (or of a first degree relative 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. The Seller and/or Gordian does not accept or undertake any liability or obligation whatsoever under any circumstances to pay any commission, fee or costs to any real estate agent for the sale of any property unless the real estate agent complies with the applicable terms and conditions of this Tender Form

TENDERER'S ACCEPTANCE

By signing this Tender Form, the Tenderer declares and confirms that the Tenderer has read the Tender Form in its entirety carefully, including the General Terms and Conditions for the Submission of an Offer for the Purchase of a Property, and fully understands and accepts all its terms and conditions.

- ☐ By ticking this circle, the Tenderer authorises Gordian to share all the information recorded in this Tender Form, including any personal data of the Tenderer, with the Seller.

Signed by the tenderer

Full Name of the tenderer
 (insert name of legal entity where
 the tenderer is a legal entity)

Signature of the tenderer

[For and on behalf of the
 tenderer
 (Insert name of tenderer where
 the tenderer is a legal entity)]

[Name(s) of authorised
 signatory(ies) of the tenderer
 (where the tenderer is a legal
 entity)]

[Position of authorised
 signatory(ies) of the tenderer
 (where the tenderer is a legal
 entity)]

Date/...../.....