

## PROCEDURE FOR PAYMENT OF THE DIVIDEND IN EURO BY CAPITAL PARK S.A.

### 1. LEGAL BASIS

This procedure (the “**Procedure**”) was developed by the management board of Capital Park S.A. (the “**Company**”) and adopted by way of resolution No. 03/05.2020 of the management board of the Company of 18 May 2020 pursuant to the authorisation granted under § 1 Section 3 sentence 3 of resolution No. 07/05/2020 of the Ordinary General Meeting of the Shareholders of Capital Park S.A. of 18 May 2020 on the distribution of the Company’s profit for the financial year 2019 and amendments to resolution No. 06/06/2018 of the General Meeting of the Shareholders of 29 June 2018 and to resolution No. 06/06/2019 of the General Meeting of the Shareholders of 20 June 2019 (the “**Resolution of the General Meeting of the Shareholders**”).

### 2. RULES FOR PAYMENT OF THE DIVIDEND IN EURO

#### 2.1. Required documents

Every shareholder entitled to receive dividend paid under the Resolution of the General Meeting of the Shareholders will have the right to receive such dividend paid by the Company in Euro (the “**Dividend in Euro**”), provided that, within the time limit and in the manner described in Section 2.2 below, he delivers to the Company a request for payment of the Dividend in Euro (the “**Request**”) containing the following:

- (a) a correctly completed agreement signed on behalf of the shareholder, substantially in the form of the Schedule enclosed with this procedure (the “**Agreement**”);
- (b) a depository certificate or a statement of the securities account or the omnibus account holding the shares based on which the Dividend in Euro is to be paid, valid as at the dividend date (i.e. 26 May 2020) and confirming the balance of the shares held being not lower than that provided in the Agreement; and
- (c) the documents specified in Section 4 of this Procedure (this requirement is mandatory if a withholding tax rate other than the basic (19%) rate is to be applied).

#### 2.2. Method of delivery of the Request

- (a) A PDF scan of the Request must be delivered to the Company not later than on 29 May 2020 to the following address: [dywidendaweuro@capitalpark.pl]. The Company shall confirm the receipt of the email. The lack of confirmation of the receipt of the scan by the Company shall mean that the Request has not been delivered.
- (b) The original of the Request must be delivered to the Company in person or by courier by 3 June 2020 to the following address:

Capital Park S.A.  
ul. Klimczaka 1  
02-797 Warsaw  
Attention: Management Board

#### 2.3. Additional restrictions

If in the Request a shareholder invokes a reduced withholding tax rate applicable to such shareholder or a basis for exemption from withholding tax but fails to evidence, to the satisfaction

of the Company, the existence of a legal basis for the application of such reduced rate or tax exemption or fails to provide the Company with the documents or information required for the application of a reduced withholding tax rate or exemption from withholding tax, the Company shall not enter into the Agreement with that shareholder. The Company shall inform the shareholder of the same by 3 June 2020 at the latest. The shareholder with whom the Company will not enter into the agreement shall receive the dividend in Polish zlotys on general terms, via the settlement system of the National Depository for Securities (NDS).

### 3. TIMETABLE

26 May 2020	Dividend date
26-29 May 2020	The Company to accept Requests from shareholders interested in receiving the Dividend in Euro
26 May - 5 June 2020	The Company to enter into Agreements with shareholders who delivered to the Company their Requests to receive the Dividend in Euro
Not later than 8 June 2020	The Company to deliver to the NDS the information required under § 127 of the Detailed Rules of Operation of the NDS
8 June 2020	The date of announcement by the President of the National Bank of Poland of the Euro exchange rate applicable to the calculation of the amount of the Dividend in Euro
9 June 2020	Dividend payment date

### 4. DOCUMENTS REQUIRED FOR THE APPLICATION OF A WITHHOLDING TAX RATE LOWER THAN THE BASIC RATE (19%)

The Company shall act as a tax remitter in connection with the Dividend in Euro that will be paid by it directly to its shareholders (i.e. not via the settlement system of the NDS).

Accordingly, in connection with such payments, the Company shall be responsible for calculating and withholding the tax and for paying it within the required time limit to tax authorities. Additionally, the Company shall be responsible for obtaining documents required for the application of the exemption from withholding tax or the application of a reduced withholding tax rate, in particular:

- (a) a valid tax residence certificate for each taxpayer;
- (b) a taxpayer's statement that the conditions listed in Article 22 Section 4 points 4 and 4d of the CIT Act have been satisfied in relation to the distributed amounts (applicable to CIT payers enjoying the tax exemption under Article 22 Section 4 of the CIT Act);
- (c) a taxpayer's statement that the taxpayer does not carry on business activity in Poland via a permanent establishment within the meaning of Article 5 of the Convention between the Grand Duchy of Luxembourg and the Republic of Poland for the avoidance of double taxation, and holding in respect of which the Dividends are paid is not effectively connected with the activity of such permanent establishment (applicable to taxpayers whose registered office is in Luxembourg); and
- (d) a taxpayer's statement that the taxpayer is an entity subject to a tax obligation.

The Company reserves the right to ask questions regarding the contents of the documents submitted by the shareholder making the Request, and to demand additional documents from the shareholder in order to establish the existence of the shareholder's right to a reduced tax rate or exemption from withholding tax.

## AGREEMENT ON PAYMENT OF THE DIVIDEND IN EURO

This agreement (the “**Agreement**”) was entered into on [date of the Agreement] 2020 by and between:

for shareholders being natural persons:

[Name and surname], holding [type of identity document] No. [series and number of the identity document], residing at: ul. [·],[·],

for shareholders being legal persons:

[name], [legal form] organised under the laws of [applicable jurisdiction] with its registered office in [registered office] and address [address], entered into [name of the register] maintained by [entity maintaining the register] under No. [number in the register],

(the “**Shareholder**”)

and

**CAPITAL PARK SPÓŁKA AKCYJNA** with its registered office in Warsaw, address: ul. Franciszka Klimczaka 1, 02-797 Warsaw, entered into the Register of Business Entities maintained by the District Court for the capital city of Warsaw in Warsaw, XIII Commercial Division of the National Court Register under KRS No. 0000373001, with fully paid share capital of PLN 108,333,998.00 and NIP (tax identification number) 1080009913 (the “**Company**”).

### WHEREAS

- (A) On 18 May 2020, the Ordinary General Meeting of the Shareholders of the Company adopted resolution No. 07/05/2020 on the distribution of the Company’s profit for the financial year 2019 and amendment of resolution No. 06/06/2018 of the General Meeting of the Shareholders of 29 June 2018 and resolution No. 06/06/2019 of the General Meeting of the Shareholders of 20 June 2019 (the “**Resolution of the General Meeting of the Shareholders**”). In accordance with the Resolution of the General Meeting of the Shareholders, at the request of a shareholder entitled to a dividend, such dividend may, upon conclusion of an agreement with the Company, be paid as an amount in Euro calculated at the average exchange rate announced by the President of the National Bank of Poland on the business day immediately preceding the dividend payment date, i.e. on 8 June 2020.
- (B) Pursuant to the authorisation granted under § 1 Section 3 sentence 3 of the Resolution of the General Meeting of the Shareholders, the management board of the Company developed a procedure for payment of the Dividend in Euro (the “**Procedure**”).
- (C) The Shareholder was a shareholder of the Company on the dividend date defined in the Resolution of the General Meeting of the Shareholders, i.e. on 26 May 2020. In accordance with the Procedure and within the time limit specified in the Procedure, the shareholder filed a correctly completed request for payment of the Dividend in Euro on account of [number of shares covered by the Agreement] shares held by the Shareholder (the “**Shares Covered by the Agreement**”) in the total amount of EUR [amount of the dividend payable on account of the Shares Covered by the Agreement].

- (D) Acting on the basis of the Resolution of the General Meeting of the Shareholders, by entering into this Agreement, the Company and the Shareholder wish to regulate the details of the payment by the Company to the Shareholder of the Dividend in Euro on account of the Shares Covered by the Agreement.

## 1. SHAREHOLDERS' REPRESENTATIONS

*(Representations applicable to all shareholders filing the Request)*

### 1.1. The Shareholder represents that:

- 1.1.1. the Shares Covered by the Agreement are recorded on the securities account having the entity account ID No. [●] and being maintained by [name of the entity maintaining the securities account] (four-character code of the NDS participant: [●]); and
- 1.1.2. this Agreement constitutes a binding obligation of the Shareholder, and its conclusion and performance shall not violate any agreement or understanding to which the Shareholder is a party, or any ruling, order or decision of a common court of law, tribunal or arbitration court, or public administration authority. The Shareholder has obtained all necessary approvals for the conclusion and performance of the Agreement in accordance with its content.

## 2. AUTHORISATION TO PAY THE DIVIDEND IN EURO

The Shareholder hereby unconditionally and irrevocably authorises the Company to pay the Dividend in Euro otherwise than via the settlement system of the NDS and to file, pursuant to § 127.3 of the Detailed Rules of Operation of the NDS, written information on the allocation of the dividend amount transferred by the Company to the NDS account which addresses the fact that the dividend on account of the Shares Covered by the Agreement will not be paid to the NDS account.

## 3. OBLIGATION TO PAY THE DIVIDEND IN EURO

The Company agrees to pay the dividend amount payable to the Shareholder as an Euro amount equal to Polish zlotys [*the amount of dividend to which receiving shareholder is entitled*] calculated at the average exchange rate announced by the President of the National Bank of Poland on the business day immediately preceding the dividend payment date, i.e. on 8 June 2020, to the following bank account:

Account beneficiary: .....

IBAN: .....

Bank maintaining the account: .....

BIC/SWIFT: .....

## 4. OBLIGATION TO RETURN AMOUNTS RECEIVED IN ERROR

Should the Shareholder receive any funds transferred in error to its investment account as a dividend for the Shares Covered by the Agreement, the Shareholder shall immediately notify the Company of this fact and transfer the above funds to a bank account nominated by the Company.

## 5. NOTICES

Any correspondence and statements between the Parties in connection with the Agreement shall be made in writing and, otherwise being null and void, delivered (i) in person or (ii) by courier, to the following addresses:

- (a) if to the Shareholder, to the following address: *[address]*; to the attention of *[name and surname]*;
- (b) if to the Company, to the following address: ul. Klimczaka 1, 02-797 Warsaw; to the attention of the Management Board.

## 6. FINAL PROVISIONS

### 6.1. Number of counterparts

This Agreement has been made out in two identical counterparts, one for each Party.

### 6.2. Form

Any amendments to this Agreement shall be in writing, otherwise being null and void.

### 6.3. Governing law

This Agreement shall be governed by and construed in accordance with the laws of Poland.

### 6.4. Dispute resolution

Any disputes arising from or in connection with this Agreement shall be resolved by Polish common courts of law having jurisdiction over the Company's registered office.

### 6.5. Entire agreement

This Agreement constitutes the entire agreement between the Parties to the extent regulated hereunder and supersedes all prior arrangements between the Parties within the scope covered hereby.

### 6.6. Costs

The Parties shall bear their respective fees, expenses and any other obligations to pay imposed by the government authorities in relation to the transactions referred to herein.

### 6.7. Severability

In the event that any provision of this Agreement is found to be invalid or unenforceable, in whole or in part, this shall not affect the validity or enforceability of any other provisions of the Agreement. The Parties shall immediately enter into negotiations in good faith to replace such invalid or unenforceable wording with a valid and enforceable provision reflecting the Parties' original intent.

### 6.8. Schedules

The following documents enclosed with this Agreement constitute an integral part thereof:

- (a) the following documents confirming the authority of the signatories hereof to execute this Agreement: *[to be supplemented by the Shareholder being a legal person]*;
- (b) *[depository certificate/statement of the securities account]* involving the Shares Covered by the Agreement; and

*(applicable solely to shareholders entitled to a withholding tax rate lower than 19% or to exemption from withholding tax):*

(c) the forms of statements referred to in Section 4 of this Agreement.

**The Parties executed this Agreement on the day first above written.**

**Capital Park S.A.**

\_\_\_\_\_  
Name and surname:

Position:

\_\_\_\_\_  
Name and surname:

Position:

**[*Shareholder*]**

\_\_\_\_\_  
Name and surname:

Position:

[\_\_\_\_\_  
Name and surname:

Position:]

Schedule to the agreement on payment of the Dividend in Euro: forms of Statements for the purpose of payment of dividend

[●], dnia [●] 2020 r.

[●], [●] 2020

**Od:** [●], zwany dalej „**Inwestorem**”

**From:** [●], hereinafter referred to as the “**Investor**”

**Do:** **CAPITAL PARK S.A.** z siedzibą w Warszawie pod adresem: ul. Franciszka Klimczaka 1, 02-797 Warszawa, spółka akcyjna utworzona i działająca zgodnie z prawem polskim, wpisana do rejestru przedsiębiorców Krajowego Rejestru Sądowego prowadzonego przez Sąd Rejonowy dla m.st. Warszawy w Warszawie, XIII Wydział Gospodarczy Krajowego Rejestru Sądowego, pod numerem 0000373001, zwana dalej „**Spółką**”

**To:** **CAPITAL PARK S.A.**, with its registered office in Warsaw at ul. Franciszka Klimczaka 1, 02-729 Warsaw, a joint stock company established and operating under Polish law, entered in the Register of Business Entities of the National Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register, under KRS No. 0000373001, hereinafter referred to as the “**Company**”

**OŚWIADCZENIE  
DLA CELÓW WYPŁATY DYWIDENDY**

**STATEMENT  
FOR THE PURPOSE OF PAYMENT  
OF DIVIDEND**

Niniejsze oświadczenie dotyczy dywidend wypłacanych przez Spółkę na rzecz Inwestora („**Dywidendy**”).

This statement relates to dividends paid by the Company to the Investor (“**Dividends**”).

Ja, niżej podpisany(a), uprawniony(a) do reprezentowania Inwestora, zgodnie z moją najlepszą wolą i wiedzą, działając w imieniu i na rzecz Inwestora, niniejszym oświadczam, że na dzień podpisania niniejszego oświadczenia:

I, the undersigned, authorised to represent the Investor, to the best of my knowledge and belief, acting in the name and on behalf of the Investor, hereby declare that as at the date of the signing of this statement that:

1. Inwestor jest rezydentem dla celów podatkowych w [●], tam podlega opodatkowaniu od całości swoich dochodów bez względu na miejsce ich uzyskiwania, co potwierdza przedstawiony certyfikat rezydencji podatkowej Inwestora.
2. Inwestor nie korzysta ze zwolnienia z opodatkowania podatkiem dochodowym od całości swoich dochodów, bez względu na źródło ich osiągnięcia.

1. The Investor is a resident for tax purposes in [●], where it is subject to taxation on its total income regardless of where it is earned, which is confirmed by the certificate of tax residency presented by the Investor.
2. The Investor does not enjoy an exemption from income tax on its entire income, irrespective of the sources from which the income is earned.

3. Inwestor jest podmiotem, na którym ciąży obowiązek podatkowy w odniesieniu do uzyskanego przychodu (dochodu) z tytułu dywidendy.

4. Inwestor posiada akcje Spółki na podstawie tytułu własności.

Oświadczam, że Inwestor ponosi odpowiedzialność odszkodowawczą określoną zgodnie z Ustawą z dnia 23 kwietnia 1964 r. - Kodeks cywilny (Dz. U. z 2019 r. poz. 1145 ze zm.) za szkody powstałe w wyniku złożenia przez Inwestora niniejszego oświadczenia niezgodnie z prawdą.

W razie zmiany którejkolwiek z okoliczności objętych niniejszym oświadczeniem, Inwestor zobowiązuje się do niezwłocznego przekazania odpowiedniej informacji i aktualizacji niniejszego oświadczenia.

3. The Investor is an entity subject to a tax obligation with respect to revenue (income) earned on the Dividends.

4. The Investor holds shares of the Company based on the ownership title.

I declare that the Investor shall be liable in accordance with the Act of 23 April 1964 - Civil Code (Journal of Laws of 2019, item 1145, as amended) for damages resulting from submission of this statement if its contents are not truthful.

In the event of a change of any of the circumstances covered by this declaration, the Investor undertakes to immediately provide relevant information and to update this statement.

**W imieniu Inwestora /  
On behalf of the Investor**

---

[•]

---

[•]

[•], dnia [•] 2020 r.

[•], [•] 2020

**Od:** [•], zwany dalej „**Inwestorem**”

**From:** [•], hereinafter referred to as the “**Investor**”

**Do:** **CAPITAL PARK S.A.** z siedzibą w Warszawie pod adresem: ul. Franciszka Klimczaka 1, 02-797 Warszawa, spółka akcyjna utworzona i działająca zgodnie z prawem polskim, wpisana do rejestru przedsiębiorców Krajowego Rejestru Sądowego prowadzonego przez Sąd Rejonowy dla m.st. Warszawy w Warszawie, XIII Wydział Gospodarczy Krajowego Rejestru Sądowego, pod numerem 0000373001, zwana dalej „**Spółką**”

**To:** **CAPITAL PARK S.A.**, with its registered office in Warsaw at ul. Franciszka Klimczaka 1, 02-729 Warsaw, a joint stock company established and operating under Polish law, entered in the Register of Business Entities of the National Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register, under KRS No. 0000373001, hereinafter referred to as the “**Company**”

#### **OŚWIADCZENIE DLA CELÓW WYPŁATY DYWIDENDY**

#### **STATEMENT FOR THE PURPOSE OF PAYMENT OF DIVIDEND**

Niniejsze oświadczenie dotyczy dywidend wypłacanych przez Spółkę na rzecz Inwestora („**Dywidendy**”).

This statement relates to dividends paid by the Company to the Investor (“**Dividends**”).

Ja, niżej podpisany(a), uprawniony(a) do reprezentowania Inwestora, zgodnie z moją najlepszą wolą i wiedzą, działając w imieniu i na rzecz Inwestora, niniejszym oświadczam, że na dzień podpisania niniejszego oświadczenia:

I, the undersigned, authorised to represent the Investor, to the best of my knowledge and belief, acting in the name and on behalf of the Investor, hereby declare that as at the date of the signing of this statement that:

1. Inwestor jest rezydentem dla celów podatkowych w [•], tam podlega opodatkowaniu od całości swoich dochodów bez względu na miejsce ich uzyskiwania, co potwierdza przedstawiony certyfikat rezydencji podatkowej Inwestora.
2. Inwestor nie korzysta ze zwolnienia z opodatkowania podatkiem dochodowym od całości swoich dochodów, bez względu na źródło ich osiągnięcia.
3. Inwestor jest podmiotem, na którym ciąży obowiązek podatkowy w odniesieniu do

1. The Investor is a resident for tax purposes in [•], where it is subject to taxation on its total income regardless of where it is earned, which is confirmed by the certificate of tax residency presented by the Investor.
2. The Investor does not enjoy an exemption from income tax on its entire income, irrespective of the sources from which the income is earned.
3. The Investor is an entity subject to a tax obligation with respect to revenue (income) earned on the Dividends.

uzyskanego przychodu (dochodu) z tytułu dywidendy.

4. Inwestor nie prowadzi działalności gospodarczej w Polsce poprzez zakład w rozumieniu art. 5 Konwencji między Rzeczpospolitą Polską a Wielkim Księstwem Luksemburga w sprawie unikania podwójnego opodatkowania i zapobiegania uchylaniu się od opodatkowania w zakresie podatków od dochodu i majątku sporządzonej w Luksemburgu dnia 14 czerwca 1995 r. (Dz. U. z 1996 r. nr 110 poz. 527) i udział, z którego tytułu wypłaca się Dywidendy, nie wiąże się rzeczywiście z działalnością takiego zakładu.

4. The Investor does not carry on business activity through permanent establishment in Poland within the meaning of Article 5 of the Convention between the Republic of Poland and the Grand Duchy of Luxembourg for the avoidance of double taxation and the prevention of tax evasion with respect to taxes on income signed in Luxembourg on 14 June 1995 (Journal of Laws of 1996, No. 110 item 527) and the holding in respect of which the Dividends are paid is not effectively connected with such permanent establishment.

Oświadczam, że Inwestor ponosi odpowiedzialność odszkodowawczą określoną zgodnie z Ustawą z dnia 23 kwietnia 1964 r. - Kodeks cywilny (Dz. U. z 2019 r. poz. 1145 ze zm.) za szkody powstałe w wyniku złożenia przez Inwestora niniejszego oświadczenia niezgodnie z prawdą.

I declare that the Investor shall be liable in accordance with the Act of 23 April 1964 - Civil Code (Journal of Laws of 2019, item 1145, as amended) for damages resulting from submission of this statement if its contents are not truthful.

W razie zmiany którejkolwiek z okoliczności objętych niniejszym oświadczeniem, Inwestor zobowiązuje się do niezwłocznego przekazania odpowiedniej informacji i aktualizacji niniejszego oświadczenia.

In the event of a change of any of the circumstances covered by this declaration, the Investor undertakes to immediately provide relevant information and to update this statement.

**W imieniu Inwestora /  
On behalf of the Investor**

---

[•]

---

[•]