

Schedule no. 1

THE PROCEDURE FOR THE PAYING OUT OF AN ADVANCE TOWARDS THE DIVIDEND FOR 2023

1. LEGAL BASIS

This procedure (the “**Procedure**”) has been established by the management board of Capital Park S.A. (the “**Company**”) and adopted by resolution of the Company’s management board of 13 November 2023 regarding payment of the advance towards the dividend (the “**Advance Resolution**”).

2. TERMS OF PAYING OUT THE ADVANCE TOWARDS THE DIVIDEND

2.1. Required documents

The right to receive an advance towards the dividend for 2023 (the “**Advance**”) in euro to be paid by the Company pursuant to the Advance Resolution is held by each shareholder entitled to an advance towards the dividend pursuant to the Advance Resolution who submits to the Company, Documents referred to in section 4 of this Procedure.

2.2. Delivery of the Request

Subject to the following paragraphs, the Documents, including the filled in and signed understanding with the schedules thereto, must be delivered to the Company no later than on 7 December 2023 in the original (hard copy), by hand or by courier, to the following address:

Capital Park S.A.

ul. Franciszka Klimczaka 1

02-797 Warsaw

For the attention of: the management board.

the Documents, including the filled in and signed understanding with the schedules thereto may also be provided in electronic form signed with the qualified electronic signature. In such case the documents need to be sent no later than on 7 December 2023 to the following email addresses of the Company: prawnik@capitalpark.pl.

The Company will confirm the receipt of the documents sent to the abovementioned email address.

The option of delivery of the documents in electronic form does not apply to the shareholder’s tax residency certificate (required under section 4) if such form is not permissible by law or the entity (other than a shareholder) issuing such documents is unable to issue them in electronic form with a qualified electronic signature or qualified electronic seal.

The Documents referred to in the preceding sentence need to be delivered as originals no later than on 7 December 2023.

3. TIMETABLE

till 7 December 2023 (inclusive)	Company's acceptance of the Documents from shareholders
7 December 2023 – 10 December 2023	The conclusion of the understandings by the Company with (section 4.3. l. c) / 4.4. l. h)
11 December 2023	The Dividend Date (for the purpose of the Advance)
12 December 2023	Advance payment date

4. DOCUMENTS REQUIRED IN CONNECTION WITH THE COMPANY DISCHARGING THE FUNCTION OF REMITTER OF WITHHOLDING TAX

The Company will act as a remitter of income tax with respect to the Advance which will be paid by the Company to the shareholders.

The Company will be subject to certain obligations related to the calculation and collection of income tax, and the remittance of such tax to the tax authorities at the proper time. In addition, the Company will also be subject to the obligation of obtaining the following documents required to determine the correct rules of taxation of the dividend payments, including an application of exemption from or any decreased rates of withholding tax ("**Documents**") i.e.:

4.1. with respect to shareholders who are natural persons subject to unlimited tax liability in Poland pursuant to Article 3 (1) of the act of 26 July 1991 on personal income tax (Journal of Laws of 2022, item 2647, as amended) (the "PIT Act"):

a statement of the taxpayer that he or she is subject to unlimited tax liability in Poland pursuant to Article 3(1) of the PIT Act in the model included in **Schedule no. 1** hereto;

4.2. with respect to shareholders who are natural persons subject to limited tax liability in Poland pursuant to Article 3(2a) of the PIT Act:

- (a) a statement of the taxpayer that he or she is subject to limited tax liability in Poland pursuant to Article 3(2a) of the PIT Act;
- (b) an up-to-date original certificate of tax residency issued by the competent tax administration authority of the place of residence of the taxpayer; if the residency certificate does not state the validity thereof, the taxpayer is required to present a residency certificate issued no more than 11 months prior to the date of presentation thereof;
- (c) a statement of the taxpayer that he or she is a related party of the Company within the meaning of Article 23m(1)(4) of the PIT Act;
- (d) a statement of the taxpayer that he or she is the beneficial owner referred to in Article 5a(33d) of the PIT Act, in terms of the advances towards the dividend paid thereto;
- (e) a statement of the taxpayer that it does not conduct any business in Poland through a permanent establishment, within the meaning of the relevant double tax treaty, and that the shareholding, with regard to which the advance towards the dividend is paid, is not related to the operations of such establishment;

in the model included in **Schedule no. 2** hereto;

4.3. with respect to shareholders who pay corporate income tax in Poland and are subject to unlimited tax liability in Poland pursuant to Article 3(1) of the act of 15 February 1992 on corporate income tax (Journal of Laws of 2022, item 2587, ss amended) (the “CIT Act”):

- (a) a statement of the taxpayer that it is subject to unlimited tax liability in Poland pursuant to Article 3(1) of the CIT Act;
- (b) a statement of the taxpayer that, in terms of the amounts paid, the conditions referred to in Article 22(4), Article 22(4a) and Article 22(4d) of the CIT Act have been satisfied (with respect to payers of CIT benefiting from the tax exemption pursuant to Article 22(4) of the CIT Act);

in the model included in **Schedule no. 3** hereto;

- (c) the properly filled in and signed on behalf of the shareholder understanding in the model included in **Schedule no. 5** hereto;

4.4. with respect to shareholders who pay corporate income tax in Poland and are subject to limited tax liability in Poland pursuant to Article 3(2) of the CIT Act:

- (a) an up-to-date original certificate of tax residency issued by the competent tax administration authority of the place of residence of the taxpayer; if the residency certificate does not state the validity thereof, the taxpayer is required to present a residency certificate issued no more than 11 months prior to the date of the presentation thereof;
- (b) a statement of the taxpayer that with respect to the paid out amounts, the conditions referred to in Article 22(4)(4), Article 22(4a) and Article 22(4d) of the CIT Act have been satisfied (with respect to payers of CIT benefiting from the tax exemption pursuant to Article 22(4) of the CIT Act);
- (c) a statement of the taxpayer that it does not conduct any business in Poland through a permanent establishment, within the meaning of the relevant double tax treaty, and that the shareholding, with regard to which advances towards the dividend / the dividend is paid, is not related to the operations of such establishment;
- (d) a statement of the taxpayer that it is the beneficial owner as referred to in Article 4a(29) of the CIT Act, with respect to the advances towards the dividend / the dividend paid thereto;
- (e) a statement of the taxpayer that it is a related party of the Company within the meaning of Article 11a(1)(4) of the CIT Act;
- (f) an opinion of reputable tax advisors from among the big four (KPMG, Deloitte, PWC, EY) confirming the satisfaction of the conditions referred to in items (b) and (d) above.
- (g) a copy of the financial statements for the most recent financial year;
- (h) up-to-date excerpt from the commercial register;
- (i) the properly filled in and signed on behalf of the shareholder understanding in the model included in **Schedule no. 5** hereto;

A model of the statement for tax purposes including also statement regarding the fulfillment of the conditions resulting from letters (b) – (e) above is included in **Schedule no. 4** hereto.

If the total value of the amounts paid based on the grounds presented in Article 21(1)(1) and Article 22(1) of the CIT Act to a related party within the meaning of the CIT Act exceeds in any given tax year of the Company a total of PLN 2,000,000 in favour of the same taxpayer, the Company is required, pursuant to Article 26(2e) of the CIT Act, to withhold, as a remitter, on the date of making the payment, a flat rate income tax from such payment at the rate of 19% of any surplus over the amount of PLN 2,000,000 without the possibility of not withholding the tax based on any double taxation treaty and also without applying any exemptions or rates based on any special laws or double taxation treaties.

The Company may benefit from the right not to comply with the obligation under Article 26(2e) of the CIT Act, if, as a result of the verification and analysis of obtained documents and information, it does not become aware of any grounds that would justify the assumption of the existence of any circumstances that would exclude the option of applying a tax rate or exemption, or the possibility of not withholding tax, based on special laws or double tax treaties. In order to exercise such right the Company may demand the shareholder to provide additional information, explanations and documents. The Company will not be required to benefit from the entitlement referred to in Article 26(2g) or 26(7) of the CIT Act, i.e. not to apply the obligation under section 26(2e) of the CIT Act.

4.5. with respect to shareholders being a family foundation under Article 4a(36) of the CIT Act and who pay corporate income tax in Poland and are subject to limited tax liability in Poland pursuant to Article 3(2) of the CIT Act:

- a) A statement of the taxpayer that, in terms of the amounts paid, the circumstances indicated in Article 6(7) and (9) of the CIT Act do not apply, understanding in the model included in **Schedule no. 6** hereto.

5. CONSEQUENCES OF THE FAILURE TO DELIVER THE REQUIRED DOCUMENTS

In the event that the shareholder delivered the Request, but:

- (a) failed to deliver to the Company the documents referred to in section 4; or
- (b) the information in the documents referred to in section 4 justifies the assumption that there are circumstances which preclude the application, to the revenues received on account of the advances towards the dividend paid to the shareholder, of a discounted flat tax rate or an exemption, or the possibility of not withholding any tax, based on special laws or double tax treaties,

then the Company will inform the shareholder of such fact no later than on 8 December 2023. In the event referred to above, the Company will withhold income tax with respect to the Advance in the amount calculated with the assumption that such shareholder is subject to unlimited tax liability in Poland.

Schedule no. 1

Statement of a shareholder who is a natural person subject to unlimited tax liability in Poland

[●], [date] 2023

To: CAPITAL PARK S.A. with its registered seat in Warsaw at: 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 No. 0000373001, hereinafter referred to as the "**Company**".

I, the undersigned, hereby represent that, as of the date of the signing of this statement, I am subject to unlimited tax liability in Poland pursuant to Article 3(1) of the act of 26 July 1991 on personal income tax (Journal of Laws of 2022, item 2647, as amended.).

If any circumstances covered by this statement change, I undertake to immediately disclose such information and to update this statement.

Name: [●]

Surname: [●]

Residential address: [●]

NIP: [●]

Shareholder:

Name:

Statement of a shareholder who is a natural person subject to limited tax liability in Poland

[●], [date] 2023

To: CAPITAL PARK S.A. with its registered seat in Warsaw at: 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 No. 0000373001, hereinafter referred to as the **“Company”**.

I, the undersigned, hereby represent that, as of the date of the signing of this statement, I am subject to limited tax liability in Poland pursuant to Article 3(2a) of the act of 26 July 1991 on personal income tax (Journal of Laws of 2022, item 2647, as amended) (the **“PIT Act”**).

Moreover, I represent that, as of the date of the signing of this statement:

- (a) I am not a related party of the Company within the meaning of Article 23m(1)(4) of the PIT Act;
- (b) I am the beneficial owner referred to in Article 5a(33d) of the PIT Act, in terms of the dividend paid to me, and specifically:
 - (i) the amount paid is received by me for my own benefit and I will decide at my own discretion on the designated use thereof, and I bear the economic risk related with the loss of such amount or any part thereof;
 - (ii) I am neither an intermediary, nor a representative, trustee, nor any other entity required to transfer all or some of the amount due to any other entity,
- (c) I do not conduct any business in Poland through a permanent establishment, within the meaning of the relevant double tax treaty; and the shares, on which account the advance towards the dividend / the dividend is paid, is not related to the operations of such establishment.

If any circumstances covered by this statement change, I undertake to immediately disclose such information and to update this statement.

Name [●]

Surname: [●]

Residential address: [●]

Tax registration number in the country of residence: [●]

Statement of the shareholder who is a payer of corporate income tax subject to unlimited tax liability in Poland

[●], [date] 2023

To: CAPITAL PARK S.A. with its registered seat in Warsaw at: 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 No. 0000373001, hereinafter referred to as the **"Company"**.

From: [●], NIP ... hereinafter referred to as the **"Investor"**.

I, the below signed, authorised to represent the Investor, based on my best will and knowledge, acting in the name and on behalf of the Investor, hereby represent that, as of the date of the signing of this statement:

1. The Investor is subject to unlimited tax liability in Poland pursuant to Article 3(1) of the act of 15 February 1992 on corporate income tax (Journal of Laws of 2022, item 2587, as amended) (the **"CIT Act"**).
2. With respect to the advances towards the dividend paid to the Investor, the following conditions, as referred to in Article 22(4), Article 22(4a) and Article 22(4d) of the CIT Act, have been satisfied, i.e.:
 - (d) the Investor is a company subject to income tax in Poland with respect to all of its income, regardless of the place in which it has been generated;
 - (e) the Investor has been a direct holder of not less than 10% of the shares in the share capital of the Company uninterruptedly for two years, and should the two year period of uninterrupted holding of the shares occur after the date of the obtaining of the advances towards the dividend income, the Investor intends to maintain such deadline for the duration of the holding;
 - (f) the Investor does not benefit from an exemption from income tax with respect to all of its assets regardless of the source from which it is generated;
 - (g) the Investor holds ownership title to the shares in the Company.

I represent that the Investor bears guarantee (absolute) liability with respect to damages that occurred as a result of the Investor making a false representation concerning this statement. The Investor is also required to immediately reimburse the Company and/or a member of the management board of the Company for any costs and expenditures incurred by the Company and/or the member of the management board of the Company, respectively, as a result of any actions taken by them in connection with the Company acting as a remitter of income tax with respect to the advance towards the dividend paid by the Company directly to the Investor as a result of the Investor making a false representation concerning this statement. The liability of the Investor, set out above, is independent of the fault or knowledge of the Investor or the entities it uses or employs.

If any circumstances covered by this statement change, the Investor undertakes to immediately disclose the relevant information and to update this statement.

On behalf of the Investor:

Name:
Title:

Name:
Title:

Part I Część I	
<p style="text-align: center;">Statement of the shareholder who is a payer of corporate income tax subject to limited tax liability in Poland</p> <p style="text-align: right;">[●], [date] 2023</p> <p>To: CAPITAL PARK S.A. with its registered seat in Warsaw at: 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 No. 0000373001, hereinafter referred to as the "Company".</p> <p>From: [●], hereinafter referred to as the "Investor".</p> <p>I, the undersigned, authorised to represent the Investor, based on my best will and knowledge, acting in the name and on behalf of the Investor, hereby represent that, as of the date of the signing of this statement:</p> <ol style="list-style-type: none">The Investor is subject to limited tax liability in Poland pursuant to Article 3(1) of the act of 15 February 1992 on corporate income tax (Journal of Laws of 2022, item 2587, as amended) (the "CIT Act").With respect to the advances towards the dividend paid to the Investor, the following conditions, as referred to in Article 22(4), Article 22(4a) and Article 22(4d) of the CIT Act, have/have not been satisfied, i.e.:<ol style="list-style-type: none">the Investor is a company subject to income tax in a member state of the European Union other than the	<p style="text-align: center;">Oświadczenie wspólnika będącego podatnikiem podatku dochodowego od osób prawnych podlegającego ograniczonemu obowiązkowi podatkowemu w Polsce</p> <p style="text-align: right;">[●], [data] 2023</p> <p>Do: CAPITAL PARK S.A. z siedzibą w Warszawie pod adresem: ul. Franciszka Klimczaka 1, 02-797 Warszawa, wpisana do rejestru przedsiębiorców prowadzonego przez Sąd Rejonowy dla m.st. Warszawy w Warszawie, XIII Wydział Gospodarczy Krajowego Rejestru Sądowego, pod numerem 0000373001, zwana dalej "Spółką".</p> <p>Od: [●], zwany dalej "Inwestorem".</p> <p>Ja, niżej podpisany, upoważniony do reprezentowania Inwestora, działając w imieniu i na rzecz Inwestora, oświadczam, że z dniem podpisania niniejszego oświadczenia:</p> <ol style="list-style-type: none">Inwestor podlega ograniczonemu obowiązkowi podatkowemu w Polsce na podstawie art. 3 ust. 1 ustawy z dnia 15 lutego 1992 r. o podatku dochodowym od osób prawnych (Dz. U. z 2022 r. poz. 2587 z późn. zm.) ("Ustawa o CIT").W odniesieniu do zaliczek na poczet dywidendy wypłaconej Inwestorowi zostały/nie zostały spełnione następujące warunki, o których mowa w art. 22 ust. 4 , art. 22 ust. 4a oraz art. 22 ust. 4d ustawy o CIT , tj.:<ol style="list-style-type: none">Inwestor jest spółką podlegającą opodatkowaniu podatkiem dochodowym w państwie członkowskim Unii Europejskiej innym niż Rzeczpospolita Polska

<p>Republic of Poland with respect to all of its income, regardless of the place in which it has been generated;</p> <p>B) the Investor has been a direct holder of not less than 10% of the shares in the share capital of the Company uninterruptedly for two years, and should the two year period of uninterrupted holding of the shares occur after the date of obtaining the advance towards the dividend income, the Investor intends to maintain such deadline for the duration of the holding;</p> <p>C) the Investor does not benefit from an exemption from income tax with respect to all of its assets regardless of the source it is generated from;</p> <p>D) the Investor holds ownership title to the shares in the Company;</p> <p>3. The Investor does not conduct any business in Poland through a permanent establishment, within the meaning of the relevant double tax treaty, and that the shareholding, with regard to which the advance towards the dividend is paid, is not related to the operations of such establishment.</p> <p>4. The Investor is the beneficial owner referred to in Article 4a(29) of the CIT Act, in terms of the advances towards the dividend paid thereto, and specifically:</p> <p>a) the amount paid is received thereby for its own benefit and the Investor will decide at its own discretion on the designated use thereof, and will bear the economic risk related to the loss of such amount or any part thereof;</p> <p>b) it is neither an intermediary, nor a representative, trustee, nor any other entity required to transfer all or</p>	<p>w odniesieniu do całości swoich dochodów, niezależnie od miejsca, w którym zostały osiągnięte;</p> <p>B) Inwestor jest bezpośrednim posiadaczem nie mniej niż 10% akcji w kapitale zakładowym Spółki nieprzerwanie przez okres dwóch lat, a w przypadku gdy dwuletni okres nieprzerwanego posiadania akcji nastąpi po dniu uzyskania zaliczki na poczet dochodu z dywidendy, Inwestor zamierza utrzymać ten termin przez okres posiadania;</p> <p>C) Inwestor nie korzysta ze zwolnienia z podatku dochodowego w odniesieniu do wszystkich swoich aktywów bez względu na źródło, z którego zostały one wytworzone;</p> <p>D) Inwestor posiada prawo własności akcji Spółki;</p> <p>3. Inwestor nie prowadzi w Polsce działalności gospodarczej za pośrednictwem zakładu, w rozumieniu właściwej umowy o unikaniu podwójnego opodatkowania, a udział, z tytułu którego wypłacana jest zaliczka na poczet dywidendy, nie jest związany z działalnością tego zakładu.</p> <p>4. Inwestor jest rzeczywistym właścicielem, o którym mowa w art. 4a pkt 29 ustawy o CIT, w zakresie zaliczek na poczet wypłaconej mu dywidendy, a w szczególności:</p> <p>a) wpłacona kwota zostanie w ten sposób otrzymana na własną korzyść, a Inwestor zdecyduje według własnego uznania o jej przeznaczeniu i poniesie ryzyko gospodarcze związane z utratą tej kwoty lub jakiegokolwiek jej części;</p>
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<p>some of the amount due to any other entity,</p> <p>c) conducts an actual business activity in the country where it has its registered seat and the receivables are received in connection with the conducted business activity;</p> <p>5. The Investor [is]/[is not] a related party of the Company within the meaning of Article 11(4) of the CIT Act.</p> <p>I represent that the Investor bears guarantee (absolute) liability with respect to damages that occurred as a result of the Investor making a false representation concerning this statement. The Investor is also required to immediately reimburse the Company and/or a member of the management board of the Company for any costs and expenditures incurred by the Company and/or the member of the management board of the Company, respectively, as a result of any actions taken by them in connection with the Company acting as a remitter of income tax with respect to the advance towards the dividend paid by the Company directly to the Investor as a result of the Investor making a false representation concerning this statement. The liability of the Investor, set out above, is independent of the fault or knowledge of the Investor or the entities it uses or employs.</p> <p>If any circumstances covered by this statement change, the Investor undertakes to immediately disclose the relevant information and to update this statement.</p>	<p>b) nie jest ani pośrednikiem, ani przedstawicielem, powiernikiem, ani żadnym innym podmiotem zobowiązanym do przekazania całości lub części należnej kwoty jakimkolwiek innemu podmiotowi,</p> <p>c) prowadzi rzeczywistą działalność gospodarczą w państwie, w którym ma siedzibę, a należności są otrzymywane w związku z prowadzoną działalnością gospodarczą;</p> <p>5. Inwestor [jest]/[nie] jest podmiotem powiązany ze Spółką w rozumieniu art. 11 ust. 4 ustawy o CIT.</p> <p>Oświadczam, że Inwestor ponosi odpowiedzialność gwarancyjną (bezwzględną) za szkody, które powstały w wyniku złożenia przez Inwestora fałszywego oświadczenia dotyczącego niniejszego oświadczenia. Inwestor zobowiązany jest również do niezwłocznego zwrotu Spółce i/lub członkowi zarządu Spółki wszelkich kosztów i wydatków poniesionych odpowiednio przez Spółkę i/lub członka zarządu Spółki w wyniku jakichkolwiek działań podjętych przez nich w związku z pełnieniem przez Spółkę roli płatnika podatku dochodowego w związku z zaliczką na poczet wypłacanej przez Spółkę dywidendy bezpośrednio do Inwestora w wyniku złożenia przez Inwestora nieprawdziwych oświadczeń dotyczących niniejszego oświadczenia. Odpowiedzialność Inwestora, określona powyżej, jest niezależna od winy lub wiedzy Inwestora lub podmiotów, z których korzysta lub zatrudnia.</p> <p>W przypadku zmiany okoliczności objętych niniejszym oświadczeniem, Inwestor zobowiązuje się do niezwłocznego ujawnienia stosownych informacji oraz do aktualizacji niniejszego oświadczenia.</p>
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<p><i>On behalf of / W imieniu</i></p> <p>□</p> <p>By: [name and surname of the persons entitled to represent the Company]</p> <p>Title: □</p> <p>(Date, signature/Data i podpis)</p> <p>By: [name and surname of the persons entitled to represent the Company]</p> <p>Title: □</p> <p>(Date, signature/Data i podpis)</p>	
<p>Part II</p> <p>Część II</p>	
<p>STATEMENT</p> <p>for the purposes of not collecting of</p> <p>withholding tax in Poland</p>	<p>OŚWIADCZENIE</p> <p>na potrzeby odstąpienia od poboru podatku u</p> <p>źródła w Polsce</p>
<p>On behalf of □, (hereinafter referred to as: □ or the Company) with its registered seat □, registered in the trade register under number □, I hereby declare, that:</p> <ol style="list-style-type: none"> The Company is not a tax resident of Poland, i.e. is not liable to income tax therein on its worldwide income, regardless of source of such income. The Company is a tax resident in □, i.e. is liable to income tax therein on its worldwide income, regardless of source of such income. The Company does not benefit from income tax exemption of its worldwide income, regardless of source of such income. The Company holds directly at least 10% shares in Capital Park S.A. (being the payer with respect to the dividend payment to the 	<p>W imieniu □, (dalej jako: □ lub Spółka) z siedzibą □, wpisanej do rejestru handlowego pod numerem □, niniejszym oświadczam, że:</p> <ol style="list-style-type: none"> Spółka nie jest rezydentem podatkowym w Polsce, tj. nie podlega opodatkowaniu polskim podatkiem dochodowym od całości swoich dochodów, bez względu na źródło ich osiągnięcia. Spółka jest rezydentem podatkowym □, tj. podlega opodatkowaniu □ podatkiem dochodowym od całości swoich dochodów, bez względu na źródło ich osiągnięcia. Spółka nie korzysta ze zwolnienia z opodatkowania podatkiem dochodowym od całości swoich dochodów, bez względu na źródło ich osiągnięcia. Spółka posiada bezpośrednio co najmniej 10% udziałów w Capital Park S.A. (będącej płatnikiem w związku z wypłatą dywidendy na

<p>Company) and holds them continuously for the period of at least two years.</p> <p>5. The Company does not have a permanent establishment in Poland, as defined by Article 4a point 11 of the Polish Corporate Income Tax Act of 15 February 1992 [the CIT Act].</p> <p>6. The Company is a beneficial owner of the dividend payment from [].</p> <p>This declaration is being issued for the purpose of documentation of the exemption from the withholding tax in Poland due to the advance dividend payment from Capital Park S.A. to [], based on Articles 22.4-22.6 of the CIT Act.</p>	<p>rzecz Spółki) i posiada je nieprzerwanie przez okres co najmniej dwóch lat.</p> <p>5. Spółka nie prowadzi działalności na terytorium Polski w formie zagranicznego zakładu, o którym mowa w art. 4a pkt 11 ustawy z dnia 15 lutego 1992 r. o podatku dochodowym od osób prawnych [Ustawa o CIT].</p> <p>6. Spółka jest rzeczywistym właścicielem wypłacanej dywidendy przez [].</p> <p>Niniejsze oświadczenie zostało sporządzone w celu udokumentowania prawa do zastosowania zwolnienia z podatku u źródła w Polsce w odniesieniu do wypłaty zaliczki na poczet dywidendy ze spółki Capital Park S.A. do [], o którym mowa w art. 22 ust. 4-6 Ustawy o CIT.</p>
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On behalf of / W imieniu

[]

By: [name and surname of the persons entitled to represent the Company]

Title: []

(Date, signature/Data i podpis)

By: [name and surname of the persons entitled to represent the Company]

Title: []

(Date, signature/Data i podpis)

UNDERSTANDING
REGARDING THE PAYING OUT OF ADVANCE TOWARDS THE DIVIDEND

This understanding (the “**Understanding**”) was concluded on [date of the signing of the Understanding by the Company] 2023 by and between:

[name, [legal form] created and existing under the laws of [relevant law] with its registered seat in [registered seat] and address [address], entered into the [name of the register] maintained by [entity keeping the register] under No. [number in the register],

(the “**Shareholder**”)

and

CAPITAL PARK SPÓŁKA AKCYJNA with its registered seat in Warsaw, 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. KRS 0000373001, NIP 1080009913, with a share capital of PLN 108,333,998.00, paid up in full (the “**Company**”).

and

Marcin Juszczuk, PESEL 73032208519, address: ul. Wiedeńska 91C/4, 02-962 Warsaw, Poland,

Jan Motz, PESEL 62011502579, address: Wólka Dworska 77, 05-530 Góra Kalwaria, Poland,

(„**the members of the management board**”)

WHEREAS:

On ____ 2023, the Management Board of the Company adopted resolution regarding the payment of the advance towards the dividend (the “**Advance Resolution**”). In accordance with the Advance Resolution an advance towards the dividend for 2023 (“**Advance**”) will be paid upon conclusion of an agreement according to adopted in the Advance Resolution procedure (“**Procedure**”).

1. REPRESENTATIONS AND UNDERTAKINGS OF THE SHAREHOLDER

1.1. The Shareholder represents that:

- a)** it will be the owner of the shares of the Company i.e. ____ (“**Shares**”) as at the Dividend Date;
- b)** the Understanding is a valid obligation of the Shareholder, while the conclusion and performance thereof will not violate any agreement or understanding that the Shareholder is party to or any ruling, order or decision of any court, tribunal or court of arbitration or public administration authority. The Shareholder obtained all consents

required for the conclusion and performance of the Understanding in accordance with its terms.

- 1.2. The Shareholder undertakes that until the Dividend Date, inclusive it will not dispose of the Shares;
- 1.3. The Shareholder undertakes to indemnify the Company and/or the members of the management board of the Company against any damage, including any costs and/or expenditures, due or incurred by the Company and/or any member of the management board of the Company as a result of the delivery by the Shareholder of any untrue, inaccurate, incomplete or misleading information required in accordance with the Advance Resolution. For the avoidance of doubt, the Parties confirm that the above obligation to reimburse such costs and expenditures also covers all of the costs and expenditures due or incurred by the Company and/or a member of the management board of the Company, respectively, as a result of any actions taken by them in connection with the Company acting as a remitter of income tax with respect to the Advance, based on untrue, inaccurate, incomplete or misleading information provided by the Shareholder, if such actions have been classified as a violation of applicable law on the basis of a relevant document.
- 1.4. Moreover, if the competent tax authority or the court rules that the Company was obliged to collect income tax with respect to the Advance in a different amount, regardless of the truthfulness and completeness of the information provided by the Shareholder in accordance with the Advance Resolution (which information justified the collection of income tax by the Company at a decreased rate, or justified the application of an exemption from withholding tax), the Shareholder is obliged to indemnify the Company and the members of the management board of the Company against any damage, including in particular to reimburse all of the costs and expenses incurred, respectively, by the Company or the members of the management board of the Company as a result of the application of a different tax rate or an exemption from withholding tax by the Company.
- 1.5. The Shareholder's liability, set out in points 1.3 - 1.4 above, is of a guarantee (absolute) nature, i.e. it is independent of the fault or knowledge of the Shareholder or the entities it uses or employs.
- 1.6. The Parties agree that despite the payment in euro, the Advance payment will be settled in Polish zlotys with a dividend that will be payable to shareholders for the financial year 2023, if the General Meeting of Shareholders decides to pay a dividend for 2023 in PLN. The resolution should show the exchange rate.

2. OBLIGATION TO PAY OUT THE ADVANCE

The Company undertakes to pay the Advance due to the Shareholder in Euro to be paid in cash to the following bank account:

Entity holding rights to the account:.....

IBAN account number:.....

Account Bank:

BIC/SWIFT:.....

3. OBLIGATION TO RETURN ANY AMOUNTS RECEIVED IN ERROR

Should the Shareholder receive any funds transferred in error to its investment account as an Advance for the Shares, the Shareholder shall immediately notify the Company of this fact and transfer such funds to a bank account designated by the Company.

4. NOTICES

All correspondence and statements submitted by the Parties in connection with the Understanding will be (i) made in writing and delivered personally or by courier or (ii) sent via email (in which case it should contain electronic document(s) signed with a qualified electronic signature(s) by the authorised person(s)), to the following addresses, otherwise being null and void:

if to the Shareholder, to the following address:

[address]

to the attention of [name and surname]

[email address];

if the Company, to the following address:

ul. Franciszka Klimczaka 1

02-797 Warsaw

to the attention of the management board

email addresses: prawnik@capitalpark.pl.

if the member of the management board, to the following addresses:

Jan Motz,

c/o Capital Park S.A.

ul. Franciszka Klimczaka 1

02-797 Warsaw

adresy poczty elektronicznej: j.motz@capitalpark.pl

Marcin Juszczyk,

c/o Capital Park S.A.

ul. Franciszka Klimczaka 1

02-797 Warsaw

adresy poczty elektronicznej: m.juszczyk@capitalpark.pl

5. FINAL PROVISIONS

Counterparts

The Understanding was made in two counterparts, one for each of the Parties.

Form

All amendments to the Understanding must be in writing or in electronic form with a qualified electronic signature, otherwise being null and void.

Governing law

The Understanding will be governed by and interpreted in accordance with Polish law.

Settlement of disputes

All disputes resulting from or related to this Understanding will be settled by the Polish common courts having jurisdiction over the registered seat of the Company.

Entire understanding

This Understanding comprises the entire understanding between the Parties to the extent regulated therein and supersedes all prior understandings between the Parties within the scope covered hereby.

Costs

The Parties will cover their own fees, costs and all other payment undertakings imposed by any government authorities with respect to the transactions referred to in this document.

Severability

In the event that any provision of this Understanding 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 Understanding. 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.

Schedules

The following documents attached to this Understanding will be an integral part hereof:

- (a) the following documents confirming the authorisation of the persons concluding this Understanding to the conclusion thereof: *[to be supplemented by the Shareholder who is a legal person]*;
- (b) statements as listed in Section 4 of the Procedure.

The Parties signed this Understanding on the date as first written above.

Capital Park S.A.

Towards the members of the Management Board

Name:
Title:

Name:
Title:

[Shareholder]

Name:
Title:

[
Name:
Title:]

Marcin Juszczyk

Jan Motz

**Statement of the shareholder being a family foundation and a payer of corporate income tax
subject to unlimited tax liability in Poland**

[●], [date] 2023

To: CAPITAL PARK S.A. with its registered seat in Warsaw at: 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 No. 0000373001, hereinafter referred to as the **“Company”**.

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

I, the below signed, authorised to represent the Investor, based on my best will and knowledge, acting in the name and on behalf of the Investor, hereby represent that, as of the date of the signing of this statement:

1. With respect to the advances towards the dividend paid to the Investor, the entity exemption referred to in the Article 6(1)(25) in relation to Article 4a(36) of the act of 15 February 1992 on corporate income tax (Journal of Laws of 2022, item 2587, as amended) (the **“CIT Act”**), because the exclusions set out in Article 6(7) and (9) of the CIT Act are not applicable, i.e.:
 - (a) The payment of the dividend advance does not fall outside the scope of the Investor's business activities as defined in Article 5 of the Family Trust Act of 26 January 2023;
 - (b) The Investor, being a family foundation in organisation, has been registered in the register of family foundation within six months of its establishment;
 - (c) An order of the registry court refusing to register the Investor has not been issued for the Investor and has become effective.

I represent that the Investor bears guarantee (absolute) liability with respect to damages that occurred as a result of the Investor making a false representation concerning this statement. The Investor is also required to immediately reimburse the Company and/or a member of the management board of the Company for any costs and expenditures incurred by the Company and/or the member of the management board of the Company, respectively, as a result of any actions taken by them in connection with the Company acting as a remitter of income tax with respect to the advance towards the dividend paid by the Company directly to the Investor as a result of the Investor making a false representation concerning this statement. The liability of the Investor, set out above, is independent of the fault or knowledge of the Investor or the entities it uses or employs.

If any circumstances covered by this statement change, the Investor undertakes to immediately disclose the relevant information and to update this statement.

On behalf of the Investor:

Name:
Title:

Name:
Title: