

## Prohlášení členů správní rady

**Ing. Dušan Kastl**, nar. 9.4.1975, bytem Legii 2647/28, 251 01 Říčany, Česká republika;

**Tomáš Jirků**, nar. 16.3.1974, bytem Valentinská 22/12, Josefov, 110 00 Praha 1, Česká republika; a

**Wouter Koen Dijkman**, nar. 31.3.1988, bytem 3034PR Rotterdam, Nieuwe Crooswijkseweg 42-A02, Nizozemsko,

jako členové správní rady společnosti

**Crystal Real Estate a.s.**, akciová společnost, podle právního řádu České republiky, IČ 078 05 217, se sídlem Technická 2247, 251 01 Říčany, Česká republika, zapsaná v českém obchodním rejstříku vedeném Městským soudem v Praze, sp. zn. B 24123 („**Společnost**“),

v souvislosti s přeshraniční přeměnou formou fúze sloučením („**Přeměna**“) Společnosti, jako zanikající společnosti, při Přeměně s nástupnickou společností **United Crystal 2024 Holdco S.à r.l.**, společnost s ručením omezeným (zkratka: **S.à r.l.**), založenou podle práva Lucemburského velkovévodství, se sídlem 2453 Lucemburk, 2-4 rue Eugène Ruppert, Lucemburské velkovévodství, zapsanou v obchodním rejstříku Lucemburk (*Registre de Commerce et des Sociétés, Luxembourg*), registrační číslo B289195 („**Nástupnická společnost**“), a zanikajícími společnostmi:

**Crystal RE Development s.r.o.**, IČO: 056 70 471, se sídlem Obchodní 2722/10, 251 01 Říčany;

**Crystal RE Fund s.r.o.**, IČO: 067 18 329, se sídlem Obchodní 2722/10, 251 01 Říčany;

**Crystal RE Ricany s.r.o.**, IČO: 194 74 105, se sídlem Obchodní 2722/10, 251 01 Říčany;

tímto dle § 59l písm. b) ZoP (jak definován níže)

prohlašují, že

i. Společnost není dlužníkem, ohledně kterého by

## Declaration of members of administrative board

**Ing. Dušan Kastl**, born on 9 April 1975, residing Legii 2647/28, 251 01 Říčany, the Czech Republic;

**Tomáš Jirků**, born on 16 March 1974, residing at Valentinská 22/12, Josefov, 110 00 Prague 1, the Czech Republic; and

**Wouter Koen Dijkman**, born 31 March 1988, residing at 3034PR Rotterdam, Nieuwe Crooswijkseweg 42-A02, the Netherlands,

as the members of the administrative board of the company

**Crystal Real Estate a.s.**, joint-stock company (akciová společnost; in short: a.s.) under the laws of the Czech Republic, ID No. 078 05 217, with registered office in Technická 2247, 251 01 Říčany, the Czech Republic, registered in the Czech commercial register maintained by Municipal Court in Prague, file number B 24123 (the „**Company**“),

in connection with the merger by acquisition (the „**Transformation**“) of the Company, as the dissolving company, withing the Transformation, with the successor company **United Crystal 2024 Holdco S.à r.l.**, a limited liability company (abbreviated as: **S.à r.l.**) incorporated under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés, Luxembourg*) under number B289195 (the „**Successor Company**“), and the dissolving companies:

**Crystal RE Development s.r.o.**, ID No.: 056 70 471, with its registered office at Obchodní 2722/10, 251 01 Říčany;

**Crystal RE Fund s.r.o.**, ID No.: 067 18 329, with its registered office at Obchodní 2722/10, 251 01 Říčany;

**Crystal RE Ricany s.r.o.**, ID No.: 194 74 105, with its registered office at 2722/10, 251 01 Říčany;

hereby according to § 59l (b) AoT (as defined below)

declare that

i. The Company is not a debtor subject to

probíhalo insolvenční řízení, ani není v likvidaci;

- ii. k dnešnímu dni neuplatnil žádný věřitel Společnosti právo na poskytnutí dostatečného zajištění ohledně svých pohledávek dle § 35 zákona č. 125/2008 Sb., o přeměnách obchodních společností a družstev („ZoP“), a ani nezahájil žádné soudní řízení, jehož předmětem by bylo určení povinnosti poskytnout věřiteli dostatečné zajištění jeho pohledávek v souvislosti s Přeměnou, a Přeměnou nedochází ke zhoršení dobytnosti pohledávek věřitelů Společnosti; ani nejsou dány podmínky pro zahájení insolvenčního řízení ani si nejsou vědomi, že by byl podán návrh na zahájení insolvenčního řízení;

- iii. si nejsou vědomi skutečností, pro které by Nástupnická společnost neměla být po nabytí účinnosti Přeměny schopna dostát svým dluhům nebo dluhům, které na ni podle projektu Přeměny přešly, v době jejich splatnosti;

- iv. k dnešnímu dni neexistuje situace, že by celková ztráta Společnosti na základě účetní závěrky dosáhla takové výše, že při jejím uhrazení z disponibilních zdrojů Společnosti by neuhrazená ztráta dosáhla poloviny základního kapitálu;

- v. s ohledem na všechny okolnosti vyplývající z účetnictví Společnosti a Nástupnické společnosti si nejsou vědomi skutečností, že by Nástupnická společnost vykázala v důsledku Přeměny ztrátu, tj. bude splněn požadavek § 5a odst. 1 ZoP, že celková ztráta Nástupnické společnosti nedosáhne následkem Přeměny takové výše, že by při jejím uhrazení z disponibilních zdrojů neuhrazená ztráta dosáhla nejméně poloviny jejího základního kapitálu.

Toto prohlášení bylo vyhotoveno v češtině a angličtině. V případě rozporů má přednost česká verze.

*insolvency proceedings, nor is it in liquidation;*

- ii. *to date, no creditor of the Company has exercised the right to provide sufficient security regarding its claims pursuant to § 35 of Act No. 125/2008 Coll., on transformations of commercial companies and cooperatives ("AoT"), nor has it initiated any court proceedings, the subject of which would be determination of the obligation to provide the creditor with sufficient security for its claims in connection with the Transformation and due to the Transformation there is no deterioration in the ability to collect the claims of the Company's creditors; nor are the conditions for the initiation of insolvency proceedings given, nor are they aware that a proposal for the initiation of insolvency proceedings would be submitted;*

- iii. *they are not aware of the facts for which the Successor Company should not be able to meet its debts or debts transferred to it according to the Transformation project at the time of their maturity after the Transformation takes effect;*

- iv. *to date, there is no situation where the total loss of the Company based on the financial statements would reach such an amount that if it were paid from the Company's available resources, the unreimbursed loss would reach half of the share capital;*

- v. *taking into account all the circumstances resulting from the accounting of the Company and the Successor Company, they are not aware of the facts that the Successor Company would report a loss as a result of the Transformation, i.e. the requirement of § 5a (1) AoT, that the total loss of the Successor Company will not reach such an amount as a result of the Transformation that when it was paid from available resources, the unreimbursed loss reached at least half of its share capital.*

*This declaration has been prepared in Czech and English. In case of discrepancies the Czech version shall prevail.*

V/in \_\_\_\_\_ dne/on \_\_\_\_\_

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Ing. Dušan Kastl

člen správní rady / *member of the administrative board*

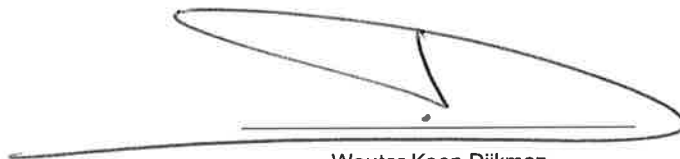
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Tomáš Jirků

člen správní rady / *member of the administrative board*

[obyčejný podpis/ *simple signature*]

A large, stylized handwritten signature in black ink, featuring a long horizontal stroke and a large loop.

Wouter Koen Dijkman

člen správní rady / *member of the administrative board*

[obyčejný podpis/ *simple signature*]



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## STATEMENT

### 1 Introduction

This is a statement by Freek Hilberdink, civil law notary officiating in Amsterdam, the Netherlands.

### 2 Statement

- 2.1 The signature appearing on the attached document is the true and genuine signature of:

**Wouter Koen Dijkman**, born on 31 March 1988.

- 2.2 The significance of this statement is strictly limited to the ascertainment of the identity and the signature of the person mentioned herein. No judgements are made by the undersigned, civil law notary, with respect to - inter alia - the content and possible legal consequences of the attached document or any other aspects thereof.

- 2.3 This statement may only be relied upon on the express condition that any issues of interpretation or liability thereunder will be governed by Dutch law and be brought exclusively before a Dutch Court and is subject to the General Terms and Conditions of Loyens & Loeff N.V.<sup>1</sup> which include a limitation of liability clause.

Signed in Amsterdam, the Netherlands, on 14 November 2025.

F. Hilberdink



<sup>1</sup> These General Terms and Conditions are attached and may also be consulted via [www.loyensloeff.com](http://www.loyensloeff.com). These conditions are also deposited with the Trade Register of the Chamber of Commerce under number 24370566.

# APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: THE NETHERLANDS  
This public document
2. has been signed by **mr. F. Hilberdink**
3. acting in the capacity of notary at Amsterdam
4. bears the seal/stamp of aforesaid notary

Certified

5. in Amsterdam
6. on 17-11-2025
7. by the registrar of the district court of Amsterdam
8. no. 28463

9. Seal/stamp:
10. Signature:

H.H.S. Verhagen



## LOYENS & LOEFF - GENERAL TERMS AND CONDITIONS

### 1 Scope

- 1.1 These are the general terms and conditions of Loyens & Loeff N.V. (**Loyens & Loeff, we, our or us**). Loyens & Loeff is a public limited liability company with its statutory seat in Rotterdam and registered with the Trade Register of the Chamber of Commerce under number 24370566.
- 1.2 These general terms and conditions apply to all services we perform for our clients (**you or your**).
- 1.3 Related Persons may rely on these general terms and conditions. The stipulations made in Clause 2.2, 4.1 through 4.4, 6.2 and 8 of these general terms and conditions serve as irrevocable third-party clauses (*onherroepelijke derdenbedingen*) to the benefit of the Related Persons. **Related Persons** include: any (former) employees, other staff, counsels, shareholders, partners, subsidiaries, affiliated entities (including other entities operating under the name Loyens & Loeff, and their (former) employees etc.) and the foundations for the management of third-party funds (*stichtingen derdengelden*) engaged by us.

### 2 Engagement

- 2.1 We reserve the right not to provide any services, for instance based on conflict checks, client checks and matter acceptance checks.
- 2.2 Loyens & Loeff is your sole contracting party, regardless of whether you enter into an agreement with a view to a specific Related Person. If the performance of services gives rise to any liability, only Loyens & Loeff (and not any Related Person) can be held liable.
- 2.3 Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code (*Burgerlijk Wetboek*) do not apply.
- 2.4 In providing our services we involve Related Persons. In addition, we may engage persons not related to Loyens & Loeff where such engagement is desirable for the provision of our services (such as foreign counsel, bailiffs, and translators, cumulatively referred to as **Delegates**). If any Delegate is engaged, you will be bound by the terms of engagement agreed by us with such Delegate. We are not liable for any damages caused by Delegates and Delegates may rely on articles 4.1 through 4.4 and 8 of these general terms and conditions.

### 3 Fees and invoicing

- 3.1 Unless agreed otherwise, we render our services on a time spent basis in accordance with our hourly rates increased with (a) 6% office surcharge and (b) any out-of-pockets expenses (such as travel costs and costs of Delegates). Where applicable VAT will be charged on any fees and costs. Our hourly rates are subject to review annually per 1 January and based on seniority of the person involved.
- 3.2 Unless agreed otherwise, our invoices will be issued monthly in Euro and will be sent to you either electronically or by ordinary mail. Invoices are payable within thirty days of the date of the invoice.

### 4 Liability

- 4.1 Any liability of Loyens & Loeff resulting from services rendered by or under the responsibility of tax advisors, is limited to the lower of (i) three times the fees paid and/or owed by you for the services provided under the engagement, or (ii) EUR 2,500,000. Reference to tax advisors includes tax advisors who are lawyers (*advocaten, avocats à la Cour*, etc.).
- 4.2 Any liability of Loyens & Loeff to which article 4.1 is not applicable, is limited to the amount paid by the insurer under the applicable professional liability insurance policy, increased by the amount of the deductible that is not for the account of the insurers under the policy terms and conditions. In the event that the insurer does not pay any amounts, our liability is limited to EUR 2,500,000.
- 4.3 You indemnify us, Related Persons and Delegates against any and all claims by any third party related to or in connection with the provision of services by us, Related Persons and Delegates and costs incurred by us in relation to such claims, insofar as these claims and costs are greater than or different from those to which we would be liable pursuant to these terms and conditions. For the sake of clarity, third parties include any persons related to you.
- 4.4 In the context of our engagement, we or the foundations for the management of third-party funds (*stichtingen derdengelden*) engaged by us may hold your funds or third-party funds for safekeeping and deposit these funds in a bank of our choice under the conditions stipulated by that bank. We or our foundations for the management of third-party funds (*stichtingen derdengelden*) are not liable to the extent that any chosen bank does not meet its obligations. You are responsible for costs associated with us or of the foundations holding your funds and any such costs may be set off against the funds held.

**5 Reporting obligations, customer due diligence and anti-money laundering**

5.1 Pursuant to applicable law, we are required to perform due diligence on our clients and persons related to our clients. This means, among other things, that we are required to request and hold certain information and documents on entities and persons. You undertake to provide us with any information and documents we request in order to satisfy our obligations under the applicable laws as same are applied in accordance with our internal policies and procedures.

5.2 Pursuant to applicable law, we may be obliged to provide certain information to government or tax authorities. This includes having to report transactions to local authorities (including the Financial Intelligence Unit) and reporting requirements under Directive 2018/822/EU regarding reportable cross-border arrangements. Please consult our website for more information on the terms of these reporting obligations.

**6 Data and privacy**

6.1 In the context of our engagement, we will process certain personal data, including personal data relating to you, your representatives, employees, ultimate beneficial owners and contact persons as well as other personal data provided to us by you. For further information about the way we process personal data, we refer to our Privacy Statement available on our website: <https://www.loyensloeff.com/en/en/about-us/legal-privacy/privacy-statement/>. If you provide personal data to us of persons other than yourself, you undertake to provide a copy of our privacy statement to those persons.

6.2 We may utilize digital or other services ("digital services"), whether or not offered by third parties which include, amongst others, telecommunication services, software programs, applications to transmit, share or store data digitally or in a cloud or otherwise, internet, e-discovery, automated due diligence or other applications which allow data to be processed, searched, analysed, translated (including with the use of artificial intelligence). As a result, data could be processed on servers or a cloud controlled by third parties. We will exercise due care in our selection of these third parties and such digital services. We are not liable for any acts and/or omissions of these parties (including their insolvency or default) and for any damage or loss ensuing from the use, unavailability, loss or restricted use of such digital services. We also exclude any liability resulting directly or indirectly from (a) any restriction or loss of the ability to use, operate or access computers, the network or the data or (b) any data breach, whether or not as a result from a data leak or a cyberattack. All if and to the extent allowed under applicable laws and regulations.

6.3 We retain electronic and/or hardcopy files during the period that is determined by our professional practice standards and applicable laws. After that period, we may destroy such files.

6.4 You consent to us sharing information, including confidential information, with Related Persons and Delegates for the purposes set forth in Clause 2.4, subject to their observance of any applicable confidentiality obligations.

**7 Termination of the engagement**

7.1 You may terminate our engagement at any time by giving written notice. We may terminate the engagement by written notice taking into account a notice period.

7.2 In case of termination of our engagement you owe the fees for the work carried out by us, including the work required to transfer the matter to you or a third party.

**8 Disputes, applicable law and jurisdiction**

8.1 Services performed by our attorneys at law, civil law notaries and tax advisors are subject to the respective professional rules (*beroepsregels*) of (i) the Dutch Bar Association (*NOvA*), (ii) the Dutch Association of Tax Advisers (*NOB*), (iii) the Royal Dutch Organisation of Civil Law Notaries (*KNB*) and (iv) any foreign bodies as may be applicable.

8.2 An office-grievance procedure (*kantoorklachtenprocedure*) is applicable. See our website for more information.

8.3 The relationship between you and us is governed by the laws of the Netherlands. This includes all relationships of both contractual and non-contractual origin.

8.4 The court in Rotterdam, the Netherlands, has exclusive jurisdiction, in first instance, to hear any disputes between you and Loyens & Loeff relating to any agreements and/or services to which these terms and conditions apply, including non-contractual obligations relating thereto as well as disputes concerning the existence and validity of such agreements.