



## CORDIA INTERNATIONAL ZRT.

*(Incorporated with limited liability in Hungary)*

### Public Offering of "CORDIA2030/I HUF" Bonds

**HUF 36,000,000,000**

**due 2030**

This document constitutes a public offering memorandum (the "**Information Memorandum**") prepared in respect of the Bonds (as defined below) to be issued by CORDIA International Ingatlanfejlesztő Zártkörűen Működő Részvénytársaság (short name: CORDIA International Ingatlanfejlesztő Zrt.; registered seat: 1082 Budapest, Futó utca 47-53. VII. em.; tax number: 25558098-2-42; the "**Issuer**") in the course of a public offering (in Hungarian: "*nyilvános forgalomba hozatal*") in an amount up to HUF 36,000,000,000. The Bonds will be offered to qualified investors (in Hungarian: "*minősített befektetők*"; the "**Investors**") within the meaning of Article 2(e) of Regulation (EU) 2017/1129 (the "**Prospectus Regulation**"). The Bonds issued after the date of this Information Memorandum are issued subject to the provisions herein. This Information Memorandum comprises neither a prospectus nor a base prospectus for the purposes of Act CXX of 2001 on the Capital Markets (the "**Capital Markets Act**") and the Prospectus Regulation nor an information document (in Hungarian: "*információs dokumentum*") within the meaning of the Capital Markets Act.

The Bonds will constitute direct, unsecured, unconditional and unsubordinated obligations of the Issuer and rank and will rank *pari passu* without any preference among themselves and as to the order of their satisfaction and at least *pari passu* with all other existing and future direct, unsecured, unconditional and unsubordinated loans, bonds or any other borrowings of the Issuer. Due to the unsecured nature of the Bonds, if the Issuer defaults on its obligations, Investors in the Bonds may lose some or all of their investments. The Bonds do not constitute deposits or other obligations of a depository institution and are not insured by the National Deposit Insurance Fund (*Országos Betétbiztosítási Alap*), the National Investor Protection Fund (*Befektető-védelmi Alap*), or any other governmental agency.

The Issuer and all senior unsecured debt of the Issuer are rated BB by Scope Ratings GmbH. Scope Ratings GmbH is established in the EU and registered under Regulation (EC) No 1060/2009 as amended on credit rating agencies (the "**CRA Regulation**") and appear on the latest update of the list of registered credit rating agencies (as of 24 May 2011) on the website of the European Securities and Markets Authority (registered seat: 103 rue de Grenelle, F-75345 Paris, France; the "**ESMA**") <http://www.esma.europa.eu>. The ESMA website is not incorporated by reference into, nor does it form part of, this Information Memorandum. Any change in the rating of the Bonds may adversely affect the price that a purchaser may be willing to pay for the Bonds. A rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating organisation.

The Bonds will be offered and issued solely in Hungary and within the framework of the Bond Funding for Growth Scheme (*Növekedési Kötvényprogram*) launched by the National Bank of Hungary (the "**NBH**") and the Issue (as defined below). Terms and conditions applicable for the Bond Funding for Growth Scheme are prescribed in the Handout for the Bond Funding for Growth Scheme (*Tájékoztató a Növekedési Kötvényprogram feltételeiről*) available in Hungarian language on the website of NBH at <https://www.mnb.hu/letoltes/nkp-termektajekoztato.pdf> (the "**BGS Handout**").

The Bonds will be registered on the XBond multilateral trading facility operated by the Budapest Stock Exchange as set out herein.

The Bonds will be offered and issued in Hungary. The Bonds will not be registered under the U.S. Securities Act of 1933, or any state securities law of the United States, and the Bonds may not be offered or sold within the United States or to, or for the account or benefit of, any U.S. person.

An investment in Bonds involves certain risks. Prospective investors should have regard to the factors described under Section 3 (*Risk Factors and Risk Management*) before investing in the Bonds.

**Warning:** Investing into the Bonds qualifies particularly risky from investor perspective, since the Issuer is solely responsible for the information contained herein. This Information Memorandum has not been reviewed or approved by any competent authority in the European Union or by any stock exchange or by any other regulator in any other jurisdiction; nor has any regulatory authority or stock exchange endorsed the accuracy or adequacy of this Information Memorandum or the Bonds being offered pursuant to this document. This means that the document is not a prospectus for the purposes of the Prospectus Regulation, may not be used for an offering requiring such prospectus, and the Issuer will not be responsible for the content of this document in relation to any offering which requires such a prospectus. Further, you should be aware that (i) this Information Memorandum may not include the same level of disclosure required by the Prospectus Regulation or other relevant national or EU legislation and (ii) if you acquire Bonds under this Information Memorandum you will not have any recourse to the Issuer under any Prospectus Regulation related liability regime, and consequently investment into the Bonds may imply higher risk comparing to the investments into securities offered on the basis of an offering document or prospectus approved by the competent authorities.

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**Dealer and Paying Agent:** Raiffeisen Bank Zrt.

The date of this Information Memorandum is 16 July 2020.

## IMPORTANT NOTICES

This Information Memorandum (the "**Information Memorandum**") is prepared by the Issuer for the purpose of issuing by the Issuer (the "**Issue**") of HUF denominated, fixed interest rate, dematerialised, amortising, rated, registered, unsecured, non-redeemable and non-convertible Bonds up to the amount of HUF 36,000,000,000 (name: CORDIA 2030/I HUF Kötvény; short name: CORDIA2030; ISIN Code: HU0000359773; the "**Bonds**") and contains relevant information and disclosures required for the purpose of issuing of the Bonds. The Bonds will be issued in the course of a public offering (in Hungarian: "*nyilvános forgalomba hozatal*") under Hungarian law, by way of offer of securities to the public (in Hungarian: "*értékpapírra vonatkozó nyilvános ajánlattétel*"; within the meaning of Article 2(d) of the Prospectus Regulation) limited to qualified investors (in Hungarian: "*minősített befektetők*"; the "**Investors**") within the meaning of Article 2(e) of the Prospectus Regulation.

On 14 July 2020, the Issuer has been authorised under Resolution 1/2020 (VII. 14.) of the Issuer's board of directors (the "**Board of Directors**") to issue the Bonds. The Issuer will comply with all laws, rules and regulations and has obtained all corporate approval for the Issue.

This Information Memorandum is neither a prospectus (in Hungarian: "*tájékoztató*") within the meaning of the Prospectus Regulation nor an information document (in Hungarian: "*információs dokumentum*") within the meaning of the Capital Markets Act.

The Issuer may withdraw the offer to sell the Bonds according to the rules of the MMTS1 Trading System (as defined below). The Issuer accepts no liability or responsibility towards prospective Investors or any third party in relation to the withdrawal of the offering.

Apart from this Information Memorandum, no offer document or prospectus has been prepared in connection with the offering of this Issue or in relation to the Issuer nor is such a prospectus required to be registered under the applicable laws. Accordingly, this Information Memorandum has neither been delivered for registration nor is it intended to be registered.

This Information Memorandum is to be read and construed in conjunction with all documents which are deemed to be incorporated herein by reference (see in Section 14 (*Documents Incorporated by Reference or On Display*) below).

This Information Memorandum has been prepared to provide general information about the Issuer to the potential Investors for whom the Bonds are offered and who are willing and eligible to buy the Bonds during the course of the Auction (as defined below).

This Information Memorandum does not purport to contain all the information that any potential Investor may require. Neither this Information Memorandum nor any other document supplied in connection with the Bonds is intended to provide the basis of any credit or other evaluation nor should any recipient of this Information Memorandum consider such receipt a recommendation to purchase any Bonds.

However, Investors are not to construe the content of this Information Memorandum as investment, legal, regulatory or tax advice. Each Investor contemplating the purchase of any Bonds should make its own independent investigation of the financial condition and affairs of the Issuer, and its own appraisal of the creditworthiness of the Issuer. Potential Investors should consult their own financial, legal, accounting, tax and other professional advisors as to the risks and investment considerations arising from an investment in the Bonds and should possess the appropriate resources to analyse such investment and the suitability of such investment to such Investors' particular circumstance. It is the responsibility of Investors to also ensure

that they will sell these Bonds in strict accordance with this Information Memorandum and other applicable laws. The Issuer accepts no liability or responsibility regarding any costs, expenses and/or damages incurred, either directly or indirectly, at any third party in relation to any negotiations, transaction offerings or advisory services with respect to this Information Memorandum, the Issue or the Bonds.

Investment in debt and debt related securities involve a degree of risk and Investors should not invest any funds in the debt instruments, unless they can afford to take the risks attached to such investments and only after reading the information stipulated in this Information Memorandum carefully. For making an investment decision, the Investors must rely on their own examination of the Issuer and the Issue including particularly the risks involved. Specific attention of the Investors is invited to the statements of Section 3 (*Risk Factors and Risk Management*) of this Information Memorandum.

The Bonds are complex financial instruments and such instruments may be purchased by investors as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. Each potential Investor in the Bonds must determine the suitability of that investment in light of its own circumstances. In particular, each potential Investor should:

- (a) have sufficient knowledge and experience to make a meaningful evaluation of the Bonds, the merits and risks of investing in the Bonds and the information contained in this Information Memorandum or any applicable supplement;
- (b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Bonds and the impact the Bonds will have on its overall investment portfolio;
- (c) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Bonds; including where the currency for principal or interest payments is different from the potential investor's currency;
- (d) understand thoroughly the terms of the Bonds and be familiar with the behaviour of any relevant financial markets; and
- (e) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

All the information contained in this Information Memorandum has not been independently verified by Raiffeisen Bank Zártkörűen Működő Részvénytársaság (registered seat 1133 Budapest Váci út 116-118.; company registration number: Cg.01-10-041042; tax number: 10198014-4-44; the "**Dealer**") as dealer mandated by the Issuer with respect to the Issue. Accordingly the Dealer makes no representation as to and shall have no liability in relation to the information contained in this Information Memorandum or any other information provided by the Issuer in connection with the Issue.

No person has been authorized to give any information or to make any representation not contained or incorporated by reference in this Information Memorandum or in any material made available by the Issuer to any potential Investor pursuant hereto and, if given or made, such information or representation must not be relied upon as having been authorized by the Issuer.

The contents of this Information Memorandum are intended to be used only by those Investors to whom it is distributed by the Issuer. It is not intended for distribution to any other person and should not be reproduced by the recipient.

This Information Memorandum may only be used for the purposes for which it has been published.

The person to whom a copy of this Information Memorandum is provided, is alone entitled to apply for the Bonds. Any application by a person to whom this Information Memorandum has not been distributed by the Issuer shall be rejected without assigning any reason.

The person who is in receipt of this Information Memorandum shall maintain utmost confidentiality regarding the contents of this Information Memorandum and shall not reproduce or distribute in whole or part or make any announcement in public or to a third party regarding its contents, without prior written consent of the Issuer. This Information Memorandum is made available to potential Investors on the strict understanding that it is confidential.

The Issuer does not undertake to update this Information Memorandum to reflect subsequent events after the date of this Information Memorandum and thus it should not be relied upon with respect to such subsequent events without first confirming its accuracy with the Issuer. Neither the delivery of this Information Memorandum nor any sale made in connection herewith shall, under any circumstances, constitute a representation or, create any implication that there has been no change in the affairs of the Issuer since the date hereof or the date upon which this Information Memorandum has been most recently amended or supplemented, or that there has been no adverse change in the financial position of the Issuer since the date hereof or the date upon which this Information Memorandum has been most recently amended or supplemented, or that the information contained in it or any other information supplied in connection with the Bonds is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The Bonds will be offered and issued under this Information Memorandum solely in Hungary. This Information Memorandum does not constitute nor may it be used for or in connection with an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such an offer or solicitation. No action is being taken to permit an offering of the Bonds or the distribution of this Information Memorandum in any jurisdiction where such action is required. The distribution of this Information Memorandum and the offering and sale of the Bonds may be restricted by law in certain jurisdictions. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdiction. Persons into whose possession this Information Memorandum comes are required to inform themselves about and to observe any such restrictions.

The Bonds offered in the Issue have not been and will not be registered under the U.S. Securities Act of 1933 or with any securities regulatory authority of any state or other jurisdiction in the United States for offer or sale as part of their distribution and may not be offered or sold in the United States. Neither the U.S. Securities and Exchange Commission (the "**SEC**") nor any state securities commission nor any non-U.S. securities authority has approved or disapproved of the Bonds offered in the Issue or determined that this Information Memorandum is accurate or complete. Any representations to the contrary is a criminal offense. Nothing in this Information Memorandum constitutes an offer of securities for sale in the United States or any other jurisdiction where such offer or placement would be in violation of any law, rule or regulation.

This Information Memorandum has not been reviewed or approved by any competent authority in the European Union or by any stock exchange or by any other regulator or stock exchange in any other jurisdiction; nor has any regulatory authority or stock exchange endorsed the accuracy or adequacy of this Information Memorandum or the Bonds being offered pursuant to this document. This means that the document is not a prospectus for the purposes of the Prospectus Regulation, may not be used for an offering



requiring such prospectus, and the Issuer will not be responsible for the content of this document in relation to any offering which requires such a prospectus. Further, you should be aware that (i) this Information Memorandum may not include the same level of disclosure required by the Prospectus Regulation or other relevant national or EU legislation and (ii) if you acquire Bonds under this Information Memorandum you will not have any recourse to the Issuer under any Prospectus Regulation related liability regime, and consequently investment into the Bonds may imply higher risk comparing to the investments into securities offered on the bases of an offering document or prospectus approved by the competent authorities.

This Information Memorandum is drawn up in the English language. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

Certain figures included in this Information Memorandum have been subject to rounding adjustments; accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

## **Presentation of Financial Information**

### ***Financial Statements Presented***

The Issuer has incorporated by reference in this Information Memorandum, and primarily discusses herein, the Consolidated Financial Statements as of and for the financial year ended on 31 December 2019 and on 31 December 2018 (together referred to as the "**Consolidated Financial Statements**"), and the Separate Financial Statements as of and for the financial year ended on 31 December 2019, including also the information for the financial year ended on 31 December 2018 (referred to as the "**Separate Financial Statements**"), which were audited by an external, independent Auditor. Unless specified otherwise, the financial information included in this Information Memorandum relates to the Issuer and its subsidiaries (together referred to as the "**Group**" or "**Cordia Group**"). The Consolidated Financial Statements and the Separate Financial Statements of the Issuer included herein and in the accompanying notes thereto have been prepared in accordance with the International Financial Reporting Standards as adopted by the European Union (the "**IFRS**").

The Issuer also prepares financial statements in accordance with the general accounting standards of Hungary, which it uses for statutory, tax and internal management purposes.

### ***Changed presentation of financial data***

As IFRS 16 replaced IAS 17 Leases for annual periods beginning on or after 1 January 2019, Cordia Group has adopted IFRS 16 simplified method retrospectively from 1 January 2019, but has not restated comparatives for the 2018 reporting period, as permitted under the specific transitional provisions in the standard. The reclassifications and the adjustments arising from the new leasing rules are therefore recognised in the opening balance sheet on 1 January 2019. The comparative information for 2018 is reported under IAS 17 and is not comparable to the information for the financial year 2019, presented in this Information Memorandum. More details on the impact of adoption of the IFRS 16 can be read in note 4 (k) to the Consolidated Financial Statements for 31 December 2019.

Moreover, as Cordia Group is rapidly expanding its activities and the management would like to reflect these changes and provide most useful information to the readers of the financial information, Cordia Group has implemented some changes in the presentation of the consolidated statement of the financial position, which can be traced in details in note 23 to the Consolidated Financial Statements for 31 December 2019. The

introduced changes impact presentation of the cash deposited by the customers. Cordia's model of operations assumes that instead of using payments received from customers directly to cover the development costs, majority of the cash received is deposited at accounts with restricted use as cash securing construction loans received. These funds were previously presented as other financial assets on the balance sheet. The banks allow however for full or partial use of such funds, (sometimes subject to utilization fees) therefore the control over the use of the deposited sums is always with Cordia and these balances are now presented within restricted cash as a new balance sheet line or restricted cash as within cash equivalents in the Consolidated Financial Statements.

The changes discussed above relate only to the Consolidated Financial Statements of the Cordia Group and do not relate to the Separate Financial Statements of the Issuer.

### **Forward-looking Statements**

This Information Memorandum may contain forward-looking statements, including (without limitation) statements identified by the use of terminology such as "anticipates", "believes", "estimates", "expects", "intends", "may", "plans", "projects", "will", "would" or other similar terms. These statements are based on the Issuer's current expectations and projections about future events and involve substantial uncertainties. This applies in particular to statements relating to, among other things, the future financial performance, goals, plans, strategy, projected revenues, future financial position and expectations regarding developments in the business and management of the Issuer and the Cordia Group, and the general economic and regulatory conditions and similar factors affecting the Issuer and the Cordia Group.

Forward-looking statements are subject to inherent risks and uncertainties, some of which cannot be predicted or quantified. Future events or actual results could differ materially from those set forth in, contemplated by or underlying forward-looking statements. The Issuer does not undertake any obligation to publicly update or revise any forward-looking statements.

### **Market Share Information and Statistics**

This Information Memorandum contains statistics, data and other information relating to markets, market sizes, market shares, market positions and other industry data pertaining to the Issuer's and the Cordia Group's business and market. Unless otherwise indicated, such information is based on the Issuer's analysis of multiple sources, including several public regulatory bodies, internal company analysis based on the Issuer's knowledge of its sales and markets and information otherwise obtained from other third-party sources. In many cases, there is no readily available external information (whether from trade associations, government bodies or other organizations) to validate market-related analysis and estimates, thus requiring the Issuer to rely on internally developed data. Consequently, the Issuer has made its estimates largely based on internal surveys and studies.

The Issuer has not independently verified and cannot give any assurances as to the accuracy of market data contained in this Information Memorandum that were extracted or derived from external sources. Market data and statistics are inherently predictive and subject to uncertainty and not necessarily reflective of actual market conditions. Such statistics are based on market research, which itself is based on sampling and subjective judgments by both the researchers and the respondents, including judgements about what types of products and transactions should be included in the relevant market.

Internal company analyses, while believed by the Issuer to be reliable, have not been verified by any independent sources, and the Issuer does not make any representation as to the accuracy or completeness

of such information and does not take any responsibility in respect of any information and data detailed under this Section (*Market Share Information and Statistics*).

In considering the industry and market data included in this Information Memorandum, prospective Investors should note that this information may be subject to significant uncertainty due to differing definitions of the relevant markets and market segments described.

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## 1 PERSONS RESPONSIBLE – DECLARATION OF RESPONSIBILITY

**CORDIA International Ingatlanfejlesztő Zártkörűen Működő Részvénytársaság** (seat: 1082 Budapest, Futó utca 47-53. VII. em.; company registration number: Cg.01-10-048844; the „**Issuer**”), as solely responsible person for the content of the Information Memorandum, hereby makes the following declaration.

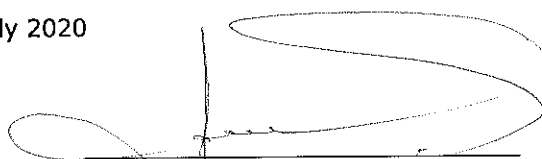
The Issuer accepts sole responsibility for the content of this Information Memorandum.

The Issuer hereby declares that, to the best of its knowledge as of the date hereof and having made all reasonable care, the Information Memorandum

- (a) consists of information that is consistent with the facts and are true;
- (b) does not omit the disclosure of circumstances that could affect important conclusions to be made from such information;
- (c) does not omit the disclosure of any information that is material for the assessment of the Bonds and the Issuer.

In this declaration all capitalised terms and expressions shall, unless otherwise defined, have the meanings attributed to such terms and expressions in the Information Memorandum (including by reference to any other document).

Budapest, 16 July 2020



**CORDIA International Ingatlanfejlesztő Zártkörűen  
Működő Részvénytársaság**

Földi Tibor  
president of the Board

## **2 AUDITORS**

The independent auditors of the Issuer are PricewaterhouseCoopers Könyvvizsgáló Korlátolt Felelősségű Társaság (registered seat: 1055 Budapest, Bajcsy-Zsilinszky út 78.) and Pál Tímár (registration number with Chamber of Hungarian Auditors: 002527), and the latter is personally responsible for the Issuer's audit (of the Consolidated Financial Statements of 2019, 2018 as well as of the Separate Financial Statements of 2019). PricewaterhouseCoopers Könyvvizsgáló Korlátolt Felelősségű Társaság and Pál Tímár are members of the Chamber of Hungarian Auditors (*Magyar Könyvvizsgálói Kamara*).

PricewaterhouseCoopers Könyvvizsgáló Korlátolt Felelősségű Társaság have audited, without qualification, the Issuer's consolidated financial statements in accordance with the International Standards on Auditing for each of the two financial years ended on 31 December 2018 and 31 December 2019 as well as the Issuer's separate financial statements for the financial year ended on 31 December 2019 (including also the information for the financial year ended on 31 December 2018).

The Issuer's auditors are independent of the Issuer and the Cordia Group in accordance with the applicable laws of Hungary and have been mandated and appointed as auditors from the date of incorporation of the Issuer until 31 May 2021.

## **3 RISK FACTORS AND RISK MANAGEMENT**

Investors should carefully consider all the risk factors and other information contained in this Information Memorandum for evaluating the Issuer, its business and the Bonds before making any investment decision relating to the Bonds. The occurrence of one or more of these risk factors alone or in combination with other circumstances may have a material adverse effect on the Issuer's business, cash flows, financial condition, and results of operations or prospects.

Even though the following risk factors cover all risks the Issuer currently believes to be material, the risks discussed below may, in retrospect, turn out not to be complete or prove not to be exhaustive and therefore may not be the only risks the Issuer is exposed to. The order in which the risks are presented below does not reflect the likelihood of their occurrence or the magnitude or significance of the individual risks. Additional risks and uncertainties of which the Issuer is not currently aware or which it does not consider significant at present could likewise have a material adverse effect on the Issuer's business, cash flows, financial condition, results of operations or prospects.

Moreover, it is important to note that the life-cycle of a residential project starts at purchase of a plot of land and usually finishes at handover of the last finished apartments to the customers. Typically such process takes minimum 3-5 years, but may take even much longer especially in case of multi-phased projects. It is important to understand that the Issuer or any Subsidiaries involved in developing such residential projects may be exposed at many risks and at many potential changes in its business environment around particular projects and significantly impacting the profitability of the business as well as the Issuer's ability to repay and service its liabilities. Therefore, the following list of risks presented below shall be read with observation of not only of the expected maturity of the Bonds, but also with observation of the long-term cycle of the residential projects developed by Cordia Group.

Those Investors who have any reservations regarding the content of this Information Memorandum should contact their stockbroker, bank, lawyer, tax advisor or financial advisor. The information in this Information Memorandum is not equivalent to the professional advice from the persons mentioned above. Investors

should also read the detailed information set out elsewhere in this Information Memorandum and reach their own views prior to making any investment decision.

### **3.1 Risks related to the real estate market**

#### ***Potential effect of economic recession, turn of the credit cycle***

A potential economic recession or negative developments in the credit cycle may cause a drop or even a pause in the sales of residential units as well as activities at the real estate investment and credit markets. This may have a direct effect also on the Issuer's profitability and cash-flows.

#### ***Cyclical residential market***

Despite the fact that the Issuer's risk profile is strengthened by the geographical diversification of the residential development operation currently in 8 major cities/ regions (Budapest, Balaton, Warsaw, Krakow, Poznan, Tri-City (being Gdansk, Gdynia and Sopot), Bucharest, Costa del Sol (being Marbella and Fuengirola), the real estate residential development markets are cyclical historically in all the Cordia Group's countries of operation. The number of new residential units completed each year has varied from year to year, depending on, among other things, general macro-economic factors, changes in the demographics of specific areas, availability of financing (for projects and for customers), housing demands, employment level, availability of land plots and prices of existing and new residential units. Typically, growing demand results in an increase of margins of real estate developers and an increase in the number of new projects. An upturn in the market is typically followed by a downturn as new developers are deterred from commencing new projects due to reduced profit margins. This market cyclicity may have a material adverse effect on the business, cash flows, financial condition, results of operations or prospects of the Issuer.

COVID-19 pandemic however presented a special situation of having the downturns happen at the same time across all markets of Cordia Group's residential development business that needs to be addressed as a risk factor to be treated separately.

To broaden diversification not only geographically but also by operation, Cordia Group has recently entered the residential leasing market by acquiring a stake in a residential investment company operating in Germany focusing on the residential long-term leasing markets of Dresden, Leipzig and Magdeburg. While residential leasing markets also show signs of cyclicity, these cycles are not or not entirely synchronized with those of the residential development markets thus supporting resilience of Cordia Group's cash flow.

#### ***Political and economic risk***

The Issuer and Cordia Group carries out vast majority of its activities in Hungary, Poland and Romania that are regarded as an emerging markets while Spain is considered as a developed market. Investors purchasing bonds in companies operating in such emerging markets should be aware that political and economic risks are greater than in developed markets and the CEE region may still be subject to various risks, which may include instability or changes in national or local government authorities, land expropriation, changes in taxation legislation or regulation, changes to business practices or customs, changes to laws and regulations relating to currency repatriation.

The financial condition of the property development sector in the 3 CEE countries as well as in Western and Southern Europe and therefore, the financial condition of the Issuer, is linked with many economic factors, such as changes in GDP, inflation, unemployment, currency rates and interest rates, availability of credit. These risks are very difficult to quantify or predict, however any future adverse changes in one or more of

these factors could result in a fall in the demand for new residential units, which could have a material adverse effect on the business, cash flows, financial condition, results of operations or prospects of the Issuer especially in the unexpected case of having these effects expressed simultaneously at Issuer's all three markets. COVID-19 did have an adverse effect and the appearance of similar pandemic or other healthcare or environmental crisis situations in the future can heavily effect or freeze the economies Cordia Group operates in.

### ***Regulatory risk***

It cannot be excluded that in either of the active markets an unforeseen national and/or governmental decision or legislation will have a negative effect on the permitting process, the construction conditions project and customer financing markets and sales processes, and, consequently, affecting the profitability of the Issuer's business and its liquidity position. In extreme crisis situations governments may implement temporary or long-lasting measures that can adversely affect contractual relationships and civil contracts.

Modifications of the subsidies and other preferential programs, any central or local regulations may also have a positive or negative effect on the Issuer's business, on the sales or rental price levels. In Romania, a significant regulatory risk factor is the lack of proper and reliable databases and thus the market transparency is limited.

### ***Tax related risks***

The activities of Cordia Group are subject to tax at various rates. Action by governments to increase effective tax rates or to impose additional taxes, interpret the taxation of certain arrangements may reduce the profitability of the Cordia Group.

Due to the preferential VAT rates and transfer duties applied to the residential dwellings in Hungary, Poland and Romania, the governmental policy and strategy related to residential housing is a potential significant risk to the local developers as it may significantly affect the affordability of the offered apartments. Cordia Group's overall risk is limited as its activity is diversified to 4 markets including also Spain, nevertheless any adverse change in any market may have the adverse impact on the profitability of the Issuer. In addition, the preferential tax treatment of investment funds and the tax treatment of international corporate and funding structures may also change adversely or may be interpreted by the tax authorities differently from the past or from existing tax opinions.

A further uncertainty is that the 5% VAT regime that was applicable to newly built residential units has been changed and from 1 January 2020 the 27% VAT regime is restated in Hungary. Pursuant to recent legislative proposals, the so called "brown-field developments" may enjoy a 5% VAT regime in Hungary. The definition of brown-field developments and the areas where such developments may be carried out are still not finalized, as well as the corresponding legislative proposals, the newly announced and proposed 5% VAT regime, therefore, may still change.

### ***Exchange rate risk***

The Issuer invests its free resources in development of the residential real estate business in Hungary, Poland, Romania and Spain in local currencies, which makes the Issuer's ability to service its corporate debt denominated in Hungarian Forint exposed to the currency exchange rate risk. In case of the potential appreciation of Hungarian Forint versus Polish Zloty, Euro or Romanian Lei, the Issuer (dependent on profitability and liquidity of its Subsidiaries) ability to repay its debt denominated in Hungarian Forint may be negatively impacted.



### ***Shortage of properly qualified labour force and materials***

Central European real estate development markets are exposed to the volume and quality of the available professional construction workforce and in more limited cases, supply of materials.

In Hungary the 2008 sub-prime economic crises had a deep impact on the construction industry: cca. 30% of the general contracting companies went bankrupt or ceased operations, while qualified labour force either moved to Western-European markets or changed job further decreasing construction capacities in Hungary. After the reanimation of the demand for professional construction capacities in 2015 by a significant increase in the volume of public and private developments a shortage in qualified labour force has been being to experience especially in Budapest.

Since Poland joined the EU on 1 May 2004, over a million adults left Poland to work abroad (mostly in the UK, Germany and Ireland) (source: Polish Center for Social Studies, 'Centrum Badania Opinii Społecznej'). As a result, there is currently also a shortage in Poland of properly qualified labour workers and the general contractors hired by the Subsidiaries face problems in finding qualified workers.

The lack of a sufficient number of workers and their increased costs in target countries may result in increase of the budget of project and delays in construction and consequently may have a material adverse effect on the business, cash flows, financial condition, and results of operations or prospects of the Issuer.

Safety measures – especially limitations in social distancing, travelling, mandatory and/or self-quarantine, lock-ups - introduced by European countries during the COVID-19 crises led quickly to a situation where workforces operating abroad returned to home countries increasing the supply in the labour markets. Nevertheless the direction of the workflow can change again as situation reverts or approaches to normal. These movements show the sensitivity of Cordia Group's industry to labour markets.

COVID-19 pandemic also clearly brought to light problems due to ceasing material supply chains that were handled by Cordia by finding multiple alternative purchase sources in geographical vicinity.

The Issuer mitigates the risk of fluctuations in capacities of properly qualified labour force by creating long term and reliable relationships with its construction company partners while risks of potential shocks in supply chains are mitigated by maintaining and constantly developing multiple material supply channels

### ***The real estate market and the Group's business may be negatively affected by the effects of the COVID-19 or other pandemic(s)***

Pandemics, epidemics, outbreaks of infectious diseases or any other serious public health concerns, such as the COVID-19 pandemic, together with any measures aimed at mitigating a further expansion thereof, such as restrictions on travel, imposition of quarantines, prolonged closures of workplaces, or curfews or other social distancing measures, may have a material adverse effect on the global economy and international financial markets in general and on the markets in which the Group operates in particular. The implications of such outbreaks depend on a number of factors, such as the duration and spread of the respective outbreak as well as the timing, suitability and effectiveness of measures imposed by authorities, the availability of resources, including human, material, infrastructure and financial (e.g., governmental stimulus packages and/or measures introduced by central banks) required to implement effective responses to the respective situation at the international, national and regional level as well as the level of civil compliance with such measures. There is no guarantee that such measures, or a combination thereof, are effective means to combat such an outbreak and the implications resulting therefrom, which may result in an increase of credit risk, liquidity risk and operational risk for the Group.

A number of factors that are important for the Group to successfully conduct its business could be materially affected by the spread of COVID-19 or similar pandemic diseases. The social distancing measures implemented by countries around the world to slow the spread of COVID-19 could potentially result in a severe recession and financial crisis. As economic activity is drastically reduced for several months, many businesses could be forced to close, leading to a dramatic increase in unemployment. As businesses and unemployed workers no longer have the income to pay their outstanding debts, the number of defaults could significantly increase. Such developments could have a number of effects on the Group's business, including, but not limited to, the following:

As regards the Group's properties for sale, lower economic activity could also make it more difficult to sell properties at the price expected by the Group or at all.

The measures imposed by authorities to mitigate the crisis and the resulting economic implications could have material negative effects on the valuation of real estate properties and therefore on the assets of the Cordia Group.

In a situation of an unhandled shock to be caused by a pandemic, an environmental catastrophe or similar, banks may reduce liquidity, which may cause the Group difficult or impossible to obtain the required construction project financing. Cordia Group mitigates this risk by keeping cash reserves that allow all ongoing projects to be finished. Important to note, that National Bank of Hungary has implemented proper measures including serious financial packages in time to avoid such freezing of banking activities in Hungary. However, the Government of Hungary has announced moratory for several kinds of banking debt services helping borrowers to survive crisis, Cordia opted for not ceasing any of its obligations due towards the financial institutions and not to draw down any governmental crisis-subsidy financing as Cordia's own reserves are sufficient to bridge for a certain period of problematic times. For more details of COVID-19 related government and central bank actions in Cordia Group's countries of operation please see market overviews in Chapter 6.7.

Cordia Group has faced – similarly to all the other major residential developers in the markets of Cordia's operations – significant drop in new sales during March, April and May 2020. The Group has not experienced however any agreements cancelled by its customers, nor even the need nor proposal to cancel the contracts by its existing clients. The Issuer's sales departments recorded very high interest from the side of new customers in late May and in June 2020.

### **3.2 Risks related to the operation of Cordia Group**

#### ***Financing related risk***

Cordia Group's operations are financed through equity and interest-bearing debts and loans as well as from the proceeds of the issuance of CORDIA2026 bonds in November 7, 2019 and bond series issued by Polnord S.A.. As a consequence, the Issuer is exposed to the risk of changes in market interest rates, credit availability loan costs and margins, equity and pre-sale requirements except for the bond debt service given the fixed coupon and fixed amortization schedule of CORDIA2026 bonds. Increased interest expenses, higher equity requirements, lower funding limits, lower credit availability may have a material adverse impact on Cordia Group's operations, financial position and earnings.

Concerning bank financing, Cordia Group's projects are financed by different prominent banking partners. A long-term relationship is maintained with these partners, which has allowed as of now the Issuer to deal with potential financing or liquidity problems. However, the Issuer cannot guarantee that it will always be

able to procure funding at all or at commercially attractive rates and with reasonable equity and pre-sale requirements. Furthermore, Cordia Group may need to refinance some or all of its indebtedness on or before maturity. Cordia Group cannot guarantee that it will be able to refinance its indebtedness. Should the Issuer not be in a position to procure additional funds in line with its expectations, it may be forced to change its strategy and to restrict its growth and to refinance such borrowings.

Refinancing of the bonds issued in the past and to be issued by the Issuer may be difficult or hindered if financial markets are frozen by that time or for whatever reasons the Issuer is unable to arrange for such refinancing.

***Access to financing of the Subsidiaries' potential clients may be limited***

The high demand and in the increase in prices of flats and houses in Poland, Hungary and Romania over the last several years is largely facilitated by the low interest rates and the increase in the availability of credit and loans for financing the purchase of flats and houses. An increase in interest rates, reduction in credit availability, increase in equity requirements, deterioration in the economic situation of the Polish, Hungarian and Romanian households, or administrative restrictions on the ability of banks to grant credits and loans may result in a fall in the demand for flats and houses, and as such, interest in the Subsidiaries' projects may decline.

***The Subsidiaries may be unable to sell residential units at budgeted or projected prices***

The Subsidiaries may be unable to sell the residential units that they build at attractive prices. The value of a residential property depends to a large extent on its location, architectural design and standard of construction and demands of housing. If the Subsidiaries misjudge the desirability of a property's location or its design, they may not be able to sell the property at the budgeted price or at all. If any of the Subsidiary is required to reduce the sales price to attract purchasers, the market value of the property could be significantly reduced and the Subsidiaries' margins could decrease below profitable levels. The failure to sell the residential units at attractive prices may have a material adverse effect on the Issuer's business, cash flows, financial condition, results of operations or prospects of the Issuer.

***Any member of the Cordia Group may be unable to acquire further land at competitive prices and to identify profitable development projects***

The successful growth and profitability of the Issuer is dependent, in particular, on the ability of the Subsidiaries to acquire good development sites at competitive prices and their appropriate development. The acquisition of sites for development may be difficult for reasons such as competition in the real estate market, the slow process of obtaining permits, the absence of local zoning plans and the limited availability of land with the appropriate infrastructure. These factors could have a material adverse effect on the business, cash flows, financial condition, results of operations or prospects of the Issuer.

***Cordia Group faces significant competition from other developers***

Cordia Group faces significant competition from other developers. Competition may lead, among other things, either to an over-supply of residential properties through over-development or to an increase in land prices. Such competition may have a material adverse effect on the business, cash flows, financial condition, results of operations or prospects of the Issuer.

Due to relatively high diversification of the activity spread among few residential markets in different countries, the Issuer may mitigate this risk to some extent by directing its resources and investments to the markets less penetrated by its competitors. Moreover, the Issuer is able to take advantage of its financial

and other resources, focusing on development of more demanding and challenging projects, which may not be appealing to less experienced developers and having weaker financial position.

***The Issuer's profits are dependent on the conditions of the respective residential markets***

Even though the sales and construction progress of currently on-going projects are promising, a sudden stop in the markets may slow down Cordia Group's profit generation pace and harm Cordia Group's liquidity. Among others, this is a reason why the Issuer decided to expand to neighbouring markets and slowly reallocate centre of gravity towards Bucharest, leading Polish cities and Spain.

Residential leasing market may show cyclicity different from that of the residential-for-sale market and can offer a cash flow buffering-effect after having a portfolio of few hundred units created.

***The Issuer is dependent on key management personnel***

The Issuer is dependent on senior members of the management, especially the members of the management board. The departure of any member of the management board could have an adverse effect on the ability of the Issuer to conduct its activities and, as a result, could have a material adverse effect on the business, cash flows, financial condition, results of operations or prospects of the Issuer.

***The Subsidiaries are dependent on contractors***

The Subsidiaries use specialist construction companies for most of the construction work on their various projects. Neither the Issuer nor the Subsidiaries can guarantee the correct and timely performance of the contracted works by the contractors. This may cause delays in the completion of individual projects and consequently increase the costs of their completion. Moreover, contractors may develop liquidity problems which may affect the quality and timely completion of the works commissioned by the Subsidiaries. In extreme cases this may lead to the contractor stopping work altogether and the necessity to replace the contractor. Consequently, all the delays and costs associated with a change of contractor may adversely affect the profitability of a given project. Any such event may have a material adverse effect on the business, cash flows, financial condition, results of operations or prospects of the Issuer.

***Risks related to administrative consents***

The Issuer cannot guarantee that any permits, consents or permissions required from various government or municipality / local / other entities in connection with existing or new development projects will be obtained by the Subsidiaries in a timely manner or, what is less likely, will be obtained at all, or that any current or future permits, consents or permissions will not be withdrawn. A failure to obtain the required consents, or their withdrawal, may have an adverse effect on the value of the property, which could have a material adverse effect on the business, cash flows, financial condition, results of operations or prospects of the Issuer. In order to mitigate the above risks, the Subsidiaries always calculate adequate time in the project phase to obtain the necessary permits, the requests to obtain the permits are always well prepared and grounded and Cordia Group maintains a good, professional relationship with the relevant authorities.

Cordia Group's business is exposed to the risk of non-compliance with building permits and other regulations as regards the construction of buildings. It is possible, that the required building permits will be issued with delay. If such permits are issued with delay, or are issued only subject to conditions, this can lead to substantial delays of the completion of the properties and may result in higher than projected costs and lower income.

***Risk relating to new zoning plans, building permits and building rights***

There is a risk that zoning plans or building permit plans necessary for Cordia Group's projects will not be adopted by the municipality or that Cordia Group will not receive a final approval of these plans within the prescribed time period or that the permits will contain conditions that Cordia Group must satisfy in order to develop the project. Opposition by local residents to zoning and/or building permit applications may also cause considerable delays. If any of the described risks would materialise, it could have a material negative impact on Cordia Group's operations, earnings and financial position.

***Cordia Group may incur environmental liabilities***

Properties owned or acquired by Cordia Group may contain ground contamination, hazardous substances, wartime relics and/or other residual pollution and environmental risks. Cordia Group would bear the risk of cost-intensive assessment, remediation or removal of such ground contamination, hazardous substances, wartime relics or other residual pollution. Moreover, even the mere suspicion of the existence of ground contamination, hazardous materials, wartime relics or other residual pollution can negatively affect the value of a property.

***Cordia Group may be faced with archaeological findings on historic sites.***

During the development phase of a project, Cordia Group may be faced with archaeological findings or be faced with building restrictions on historic sites. Such findings and restrictions will in most cases lead to a substantial delay in the development of a project and may have an adverse effect on the costs involved with such project.

***The Issuer may incur material losses in excess of insurance pay-outs***

It is the Subsidiaries' policy to ensure that their projects under construction are adequately insured. However, the buildings on projects developed by the Subsidiaries could suffer physical damage caused by fire or other causes, resulting in losses which may not be fully compensated by insurance. In addition, there are certain types of risks that may be uninsurable.

Should an uninsured loss or a loss in excess of insured limits occur, the Subsidiaries could suffer a loss in the value of an investment in the affected development as well as the anticipated future revenue from that development. The Subsidiaries could also be liable for the repair of the damage caused by the risk which is not covered by the insurance. In addition, the Subsidiaries may be obliged to continue servicing the debt associated with the damaged development project. This may have a material adverse effect on the business, cash flows, financial condition, results of operations or prospects of the Issuer.

***Cordia Group is exposed to the risk of impairments of its reputation***

The business model of Cordia Group is based on its reliability and good reputation. Cordia Group is subject to laws and regulations relating to several areas such as environment, health and safety, construction, procurement, administrative, accounting, corporate governance, market disclosure, tax, employment and data protection. Such laws and regulations may be subject to change and interpretation. Any failure to comply with applicable laws and regulations that may change over time, may lead to administrative procedures and may result in negative publicity harming Cordia Group's business and reputation. Such negative publicity may cause business partners and purchasers of Cordia Group to distance themselves from a relationship with Cordia Group. In particular, harm to Cordia Group's reputation could make it more difficult for Cordia Group to sell its residential units. Furthermore, harm to the reputation could impair Cordia Group's ability to raise capital on favourable terms or at all.

***Cordia Group's historical earnings and other historical financial data***

The financial information provided for and discussed in this Information Memorandum relate to the past performance of the Issuer and Cordia Group. The future development of Cordia Group could deviate significantly from past results due to a large number of internal and external factors. The historical earnings, historical dividends and other historical financial data of the Issuer and Cordia Group are therefore not necessarily predictive of future earnings or other key financial figures for Cordia Group going forward.

***The fair value of Cordia Group's real estate assets may be harmed by certain factors***

Certain circumstances may affect the fair value of Cordia Group's real estate assets, including, among other things, (i) the absence of, or modifications to, permits or approvals required for the construction and/or operation of any real estate asset; (ii) the residential properties may be exposed to a risk of sale prices being significantly lower than otherwise might be the case; (iii) delays in completion of works beyond the anticipated target, may adversely affect Cordia Group's results of operations and cash flows; and (iv) lawsuits that are pending, whether or not Cordia Group is a party thereto, may have a significant impact on its real estate assets.

***Specific risks related to specific projects***

In the case of the „Universo“; „Vaskapu 32-34“ and „Vaskapu 47-49“ projects, the respective municipality ensured the on-time completion of the below projects by establishing a repurchase option for five years from the handover of the affected properties. This means that the municipality will have the right to repurchase the respective project properties at the market value if the deadlines were not met. This would trigger the developers' breach of the sale and purchase agreements and the developers' penalty payment obligations to the purchasers.

***Acquisition / expansion risks***

The Issuer expands its activity by purchases of not only of the plots dedicated for further development but also of the other developers. Takeovers of the other companies shall bring potentially higher returns than straightforward land purchases however simultaneously require more efforts on side of the Issuer that relate to integration of the operations as well as require that all corporate and other risks relating to the acquired company are properly addressed in the transaction parameters.

***The Subsidiaries' operating and other costs may increase***

Factors which could increase operating and other costs include: inflation (of construction costs, land prices, wages); increases in taxes and other statutory charges; changes in the law, regulations or government policies (including those relating to health and safety at work and environmental protection) which increase the costs of compliance with such laws, regulations or policies; and increases in the cost of borrowing. In light of the growing competition on the real estate markets of the Issuer's operation and considering that the Issuer wishes to increase its market share in Bucharest and in the Polish cities, the Issuer could also be faced with increased marketing costs. Any material increase in the Issuer's operating costs may have a material adverse effect on the business, cash flows, financial condition, results of operations or prospects of the Issuer.

The Subsidiaries have entered into, and will enter into, construction agreements with general contractors to build the Subsidiaries' development projects. The costs of these projects – despite the Issuer and its Subsidiaries' practice assumes execution of the fixed-price contracts – can still vary due to: changes in the scope of a given project and in its architectural design; substantial increases in the cost of building materials and of labour costs which are not properly expected / budgeted by the contractors; the contractors not

completing the works within the agreed term and to a standard which is acceptable to the Subsidiaries. Any material increase in the Subsidiaries' project costs may have a material adverse effect on the business, cash flows, financial condition, results of operations or prospects of the Issuer.

***The Subsidiaries may be liable in connection with post-construction obligations***

The respective Subsidiaries are liable under the statutory warranty for defects of the residential units and the building and must provide the required repairs. Warranties and guarantees obtained by such Subsidiaries from general contractors and other subcontractors that render the construction works or particular construction elements, allow such Subsidiaries to recover costs of such repairs or to transfer an obligation to provide repairs to such entities. As the general contractor guarantee commences upon handover of the construction and the guarantee of the Subsidiaries commences upon handover of the residential unit, there may be (and usually is) a period in which the general contract guarantee has already run out but the liability of the Subsidiaries under their statutory guarantee remains in effect. Claims made during such interim period, if not fully covered under the respective Subsidiaries' insurance policy, may have a material adverse effect on the business, cash flows, financial condition, results of operation or prospects of the Issuer.

***Business disruptions, operational shortcomings, system failures and internal deficiencies may expose Cordia Group to operating risk and cause it to incur losses***

The term operating risk refers mainly to the risk of financial consequences and consequences related to the loss of trust which may ensue from shortcomings in internal routines and systems, including IT systems. The risk also includes legal risks and risks within regulatory compliance. The handling of operating risks is aimed at identifying, assessing, monitoring and reducing those risks. The risks are handled based on the expected consequences and the degree of probability that they could occur. Internal directives and guidelines form the basis of risk management within Cordia Group. Corporate culture is critical in ensuring that internal controls are a normal and necessary operating prerequisite.

All operational activities are associated with the risk of incurring losses due to deficient routines and/or the business being detrimentally affected by disruptions caused by shortcomings or internal or external events. Operational certainty, achieved through sound internal control, appropriate administrative systems and access to reliable valuation and risk models, is required to mitigate such risks and reduce the risk to Cordia Group's administrative security and control. However, business disruptions and shortcomings in operational security may have a material adverse impact on Cordia Group's operations, financial position and earnings.

***Changes in the accounting policies***

Changes in accounting policies or in accounting standards could materially affect how it reports its financial condition and results of operations or could result in non-comparability of the historical financial information.

From time to time, the IASB, the EU and other regulatory bodies change the international financial accounting and reporting standards that govern the preparation of Cordia Group financial statements. These changes can be difficult to predict and can materially impact how Cordia Group records and reports its results of operations and financial condition. In some cases, Cordia Group could be required to apply a new or revised standard retrospectively, resulting in restating prior period financial statements or adjusting the opening balances. In other cases, no restatement of comparative period financial statements will be required and therefore the historical financial information for such prior periods may become non-comparable to the financial information prepared in accordance with new accounting policies or standards.

For example, Cordia Group, for the period beginning on 1 January 2019, has adopted IFRS 16 "Leases",

which was issued on 13 January 2016 and is effective for annual periods beginning on or after 1 January 2019. The new standard sets out the principles for the recognition, measurement, presentation and disclosure of leases. All leases result in the lessee obtaining the right to use an asset at the start of the lease and, if lease payments are made over time, also obtaining financing. Accordingly, IFRS 16 eliminates the classification of leases as either operating leases or finance leases as is required by IAS 17 and, instead, introduces a single lessee accounting model. Cordia Group has adopted IFRS 16 from 1 January 2019, but has not restated comparatives for the 2018 reporting period, as permitted under the specific transitional provisions in the standard. The effects arising from the new leasing rules are therefore recognised in the opening balance sheet on 1 January 2019. The comparative information for 2018 is reported under IAS 17 and will not be comparable to the information presented for 2019. For further information on the impact of transition to IFRS 16 on Cordia Group's financial statements, see Note 5 to Cordia Group's Consolidated Financial Statements for the period ended 31 December 2019.

### **3.3 Risks related to the company structure**

#### ***Business relationships with related parties of the majority shareholders***

The original operation of Cordia Group has historically been within the corporate group of Futureal Property Group Ingatlanforgalmazó Kft. and it has recently been separated to operate as an independent entity focusing on residential developments with separate corporate structure and separate organization.

In the view of the Issuer, the cooperation of the two groups in certain projects (for example in mixed-use projects like Corvin Promenade) and certain functions (like aggregating purchasing, deal sourcing and due diligence) is mutually advantageous. In addition, internationally, Issuer's management companies and Futureal Group's management companies may, from time to time provide certain services to each other on an arm's-length basis in order to optimize costs or use special capabilities. „Futureal Group” is the corporate group owned by the Futó Family engaged in real estate development and of which the Issuer's founder is also a member.

In addition, dr. Futóné Szántó Zsuzsanna (one of the ultimate beneficial owners of the Issuer) owns BrandArt Group, which has been providing creative and design services to Futureal Group and Cordia Group companies for close to two decades on an arm's-length basis.

#### ***Interests of the main shareholders may conflict with the interest of the holders of the Bonds***

The interests of the Issuer's ultimate shareholders may, under certain circumstances, conflict with the interest of the holders of the Bonds. For example, (i) the Issuer's shareholders may have an interest in pursuing acquisitions, divestitures, financings or other transactions that, in their judgment, could enhance their equity investments, even though such transactions might involve risks to the holders of the Bonds, (ii) the Issuer may pay out Shareholder Distributions (including in the form of dividends, pre-payments of dividends, capital reductions, share buy-back, loans or loan repayments) that decrease the cash or equity of the Issuer, however, in order to reduce such potential risk, the Conditions contain financial undertakings that limit such Shareholder Distributions.

#### ***Change of control risk***

The occurrence of specific change of control events may result in certain debt to be breached or become immediately payable and the Issuer may not be able to repay or repurchase such debt. The change of control may also result (on the short or longer term) in the unwinding of certain partnerships relations of the Cordia Group described in the relevant section, loss of or less support from the current main shareholders



or the arrival of different controlling shareholders with different strategic approach. These potential events or even the forced repayment/repurchase may have a material negative impact on Cordia Group's operations, earnings and financial position.

***The developments are carried out in Subsidiaries***

The Issuer does not directly own real estate projects. Projects are generally carried out in separate limited liability special purpose vehicles (the "SPVs") in order to allow for separate lenders for each project, avoid cross-collateralization and to compartmentalize project level risk. Generally, the Issuer holds these SPVs indirectly through holding vehicles.

The Issuer has currently no significant assets other than the equity interests in and loans given to its Subsidiaries. As a result, the Issuer's ability to make required payments under the Bonds depends on the performance of its subsidiaries and their ability to distribute funds to it. Such cash flows will depend on the business and financial conditions of its Subsidiaries. In addition, the ability of certain Subsidiaries to pay dividends/ loan repayments and distributions may be limited by applicable laws and any indebtedness those subsidiaries have incurred. Equally, if the Issuer's Subsidiaries do not pay any dividends or distributions, or do so irregularly, the Issuer's performance may be adversely affected.

Further, on the liquidation of one of its Subsidiaries, the Issuer's right to receive repayment in respect of finance it has provided to such Subsidiary, and therefore the right of Bondholders to participate in those proceeds are structurally subordinated to the claims of the project financing bank and other creditors of that subsidiary. In addition, even if the Issuer is a creditor of any of its Subsidiaries, its rights as a creditor would be subordinated to any existing security interest in the assets of such Subsidiary.

***The Issuer may have limited control over jointly-owned companies and other investment vehicles***

In addition to Issuer's wholly-owned subsidiaries, the Issuer has and may have in the future ownerships/participations in jointly-owned holding and project entities. In certain cases, the Issuer cannot exercise sole control over these SPVs and their cash flows. Disputes or disagreements with any of the Issuer's joint venture partners could result in significant delays and increased costs associated with the development of Cordia Group's properties.

***The Issuer's Hungarian projects are mostly constructed by Pedrano Group***

Futureal Group and Cordia Group manage most of their construction projects in Hungary through Pedrano Group (Pedrano Construction Kft. and Pedrano Homes Kft.) as general contractors on a fully transparent basis on cost plus fixed margin contracts, generally ensuring 6% margin for Pedrano Group. Pedrano acts as general contractor, manages the construction process and ensures Cordia Group's access to its wide subcontractor network, in addition it protects Cordia Group's project entities from several project level constructions related liabilities. On the other hand, Pedrano Group derives the vast majority of its revenues from Futureal Group and Cordia Group and grants it absolute priority.

Any negative change in this relationship may have a negative impact on Cordia Group and would require it to build a specific construction management team or find a similar relationship.

### **3.4 Risks related to the Bonds**

***Risk of non-performance of bond related payments resulting in event of default***

The Issuer may not be able to pay coupon, amortization of principal or to repay the Bonds at their maturity.

The Issuer may also be required to repay all or part of the Bonds (and/or CORDIA2026 bonds) in the event of a default as set out in the Conditions. If the Bondholders were to ask the Issuer to repay their Bonds following an event of default, the Issuer cannot be certain that it will be able to pay the required amount in full.

***An investment in the Bonds may be subject to inflation risks***

The inflation risk is the risk of future money depreciation. The real yield from an investment is reduced by inflation. The higher the rate of inflation, the lower the real yield on the Bonds. If the inflation rate were to increase and match or exceed the nominal yield, the real yield of the Bonds would be zero or even negative.

***The Conditions do not contain a tax gross up clause***

Investment in the Bonds may entail the necessity of the Bondholders paying taxes.

The Conditions do not contain a tax gross up clause related to payments to the Bondholders. If any payment on account of Bonds entails the obligation to collect and pay any tax, charge or other public imposts, the Issuer shall not be obliged to pay to the Bondholders any amounts compensating the collected taxes, charges or other public imposts, or to make any other payments.

The obligation to pay any taxes connected with acquiring, holding (in terms of any payments under the Bonds), or selling the Bonds may result in a lower than expected rate of return on the investment in the Bonds.

***Changes in interest rates and credit spreads may affect the price of the Bonds***

All securities such as in the present Issue, are subject to price risk. The price of such securities offering a fixed rate of interest will vary inversely with changes in prevailing interest rates (base rate plus applicable credit spread), when interest rates rise, prices of fixed income securities fall and when interest rates drop, the price increase. The extent of fall or rise in the prices is a function of the duration, existing coupon, amortization schedule, days to maturity and the increase or decrease in the level of prevailing interest rates. Increased rates of interest, which frequently accompany inflation and/or growing economy, but also widening of credit spreads are likely to have a negative effect on the pricing of the Bonds.

***The Bonds involve high levels of risk and may not be a suitable investment for all investors***

Each Investor in any Bonds must determine the suitability of that investment in light of its own circumstance. In particular, each Investor should:

- (a) have sufficient knowledge and experience to make a meaningful evaluation of the Bonds, the merits and risks of the investing in the Bonds and the information contained in this Information Memorandum;
- (b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, and investment in the Bonds and the impact such investment will have on its overall investment portfolio;
- (c) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Bonds;
- (d) understand thoroughly the terms of the Bonds; and
- (e) be able to evaluate (either alone or with the help of financial advisor) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

An Investor should not invest in the Bonds, unless it has the expertise (either alone or with the help of a

financial advisor) to evaluate how the Bonds will perform under changing conditions, the resulting effects on the value of such Bonds and the impact this investment will have on the Investor's overall investment portfolio.

***The Issuer may be unable to admit the Bonds to the XBond***

The admission of the Bonds to trading on the XBond requires that the BSE approves the information document to be prepared and published by the Issuer. Pursuant to the terms of the BGS, the Issuer is obliged to admit the Bonds to the XBond no later than one hundred and eighty (180) days from the Issue. The Issuer intends to take all the necessary steps to ensure that the Bonds are admitted to the XBond as soon as possible. However, there is no guarantee that all of the aforementioned conditions will be met and that the Bonds will be admitted to trading on the XBond on the date expected or at all.

Cordia has successfully managed to admit CORDIA2026 bonds to trading on XBond on January 31, 2020. (<https://www.bet.hu/oldalazonnall piac#vallalati kotveny>)

***Trading in the Bonds on the XBond may be suspended***

The BSE has the right to suspend trading of the Bonds if the Issuer fails to comply with the obligations under the Applicable Laws, regulations and XBond Business Rules (specified currently in Section 12 of Chapter II and Section 17 of Chapter V of the Second Book of the XBond Business Rules). There can be no assurance that trading in the Bonds will not be suspended. However, currently the Issuer has no reasons to believe that such a suspension may occur. During the period of suspension of trading in the Bonds, investors would have no possibility to buy or sell such securities on XBond, which would have a negative impact on liquidity. Sale of the Bonds outside of XBond may be effected at substantially lower prices as compared to the most recent prices obtained in transactions carried out on the XBond, thus any suspension of trading would adversely affect the Bonds' price.

***The Bonds may be deleted from the security list of the XBond***

The BSE has the right to delete the Bonds from the security list of XBond if the Issuer fails to comply with the obligations under the Applicable Laws, regulations and XBond Business Rules. At the date of this Information Memorandum, such rules are set out in Section 13 of Chapter IV of the Second Book and Section 17 of Chapter V of the Second Book of the XBond Business Rules. There can be no assurance that such a situation will not occur in relation to the Bonds.

Once the Bonds are deleted from the security list of XBond the investors lose the possibility of trading in the Bonds on the XBond, which may adversely affect their liquidity. The sale of the Bonds outside the Xbond platform may be effected at substantially lower prices compared to the most recent prices obtained in transactions carried out on the XBond.

There can be no assurance that such a situation will not occur in relation to the Bonds, however, currently there is no reason to believe that such a situation will occur in the future.

***The market price of the Bonds may be volatile***

The market price of the Bonds could be subject to significant fluctuations in response to actual or anticipated variations in the Issuer's operating results and those of the Issuer's competitors, adverse business developments, changes to the regulatory environment in which the Issuer operates, changes in financial estimates by securities analysts and the actual or expected sale of a large number of Bonds, as well as other factors, including the credit rating (if any) of the Issuer and the trading market (supply, demand, liquidity)

for the Bonds and other bonds, including the bonds issued by or on behalf of Hungary as a sovereign borrower. Any change in supply and demand for and limited liquidity of the Bonds may increase its price volatility. In addition, in recent year, the global financial markets have experienced significant crisis-driven price and volume fluctuations which, if repeated in the future, could adversely affect the market price of the Bonds without regard to the Issuer's operating results or financial condition or any credit rating of the Issuer.

***There is no prior market for the Bonds and therefore no assurance can be given regarding the future development of such market***

The lack of a prior public market for the Bonds similar to XBond may have a negative effect on the ability of Bondholders to sell their Bonds. Therefore, there can be no assurance as to the liquidity of any trading in the Bonds or that an active market for the Bonds will develop.

***The secondary market for the Bonds may be illiquid***

The Bonds may be very illiquid, and so no secondary market may develop in respect thereof. Pursuant to the BGS Handout, a Market Maker will make sell and buy offers on the secondary market as a solution for the possible liquidity problems of the Bonds. However, the operation of the Market Maker does not guarantee to sell or buy the Bonds on an intended price (with the intended margin) and Investors may have to hold the Bonds until redemption to realize any value. For more information for the operation of and regulations applicable to the Market Maker please see the BGS Handout from the following link: <https://www.mnb.hu/letoltes/nkp-termektajekoztato.pdf>.

***Credit risk and rating downgrade risk***

The Credit Rating Agency has assigned a credit rating of BB to the Bonds on 26 June 2020. According to the provisions of BGS the Credit Rating Agency will review its credit rating annually in connection with the Bonds held by NBH until the maturity of the Bonds.

In the event of deterioration in the financial health of the Issuer, there is a possibility that the Credit Rating Agency may downgrade the rating of the Bonds or the market assessment of the credit quality of the Issuer may deteriorate. In such cases, Investors may incur losses on revaluation of their investment or make provisions towards sub-standard/ non-performing investment as per their usual norms.

A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by the Credit Rating Agency at any time.

***The Bonds are not secured by collateral***

The Bonds will constitute direct, unsecured, unconditional and unsubordinated obligations of the Issuer and rank and will rank *pari passu* without any preference among themselves and as to the order of their satisfaction and at least *pari passu* with all other existing and future direct, unsecured, unconditional and unsubordinated loans, bonds or any other borrowings of the Issuer.

The Bonds do not entitle the Bondholder to security interest in any collateral. Due to the unsecured nature of the Bonds, if the Issuer defaults on its obligations, Investors in the Bonds may lose some or all of their investments. The Bonds do not constitute deposits or other obligations of a depository institution and are not insured by the National Deposit Insurance Fund (*Országos Betétbiztosítási Alap*), the National Investor Protection Fund (*Befektető-védelmi Alap*), or any other governmental agency.

Also, in the future the Issuer / Cordia Group may also grant other security interests, whether collateralised or not, in connection with existing or future debt. This means that if creditors seek to collect from assets,

assets that serve as collateral will be used to satisfy claims of the creditors who have collateralised claims first. It cannot be ruled out that in such a situation the value of the remaining assets intended to satisfy other creditors, including the Bondholders, may prove insufficient to satisfy their claims and hence the Bondholders may not recover the amount they invested in the Bonds, or they recover amounts lower than invested.

However, the ability of the Issuer to spend its funds from its cash, or existing or future debt on New Acquisitions is limited by certain financial covenants detailed in the Conditions.

***The Bondholders' Meeting may fail to pass some resolutions, or may pass resolutions which are contradictory to the interest of the Bondholders voting against such resolutions or not present at the Bondholders' Meeting***

Decisions related to the Bonds are passed by the Bondholders' Meeting. Convening a Bondholders' Meeting requires specific actions to be taken with the support of HUF 500 million Face Value or 2.5% of all outstanding Bonds (whichever is smaller), while the decisions are carried by certain majority of the votes (for example 20% support from all outstanding Bonds is needed for the notification of the Issuer on the possibility to remedy a breach under Condition 3 (*Status and Ranking of the Bonds*) or Condition 11(a), and 85% support from all outstanding Bonds is needed for agreeing to the Issuer's proposal on changing the Conditions). The Bondholders' Meeting may be unable to be called or even if called in may not pass certain resolutions if the resolution is backed by Bondholders representing less than the required number of Bonds. There is a risk that actions taken as a result of resolutions passed by the Bondholders' Meetings may conflict with the interest of the Bondholders voting against these resolutions, or those who do not attend the Bondholders' Meeting. In addition, there is a risk that Bondholders seeking adoption of a specific resolution, in particular a resolution changing the Conditions of the Bonds, may not gain the required majority of votes or there may be no quorum as required for passing such a resolution.

### ***Accounting considerations***

Special accounting considerations may apply to certain types of taxpayers. Investors are urged to consult with their own accounting advisors to determine implications of this investment.

## **3.5 Risk Management**

The Issuer, the Subsidiaries and the management of Cordia Group – including the business, finance, technical, marketing and legal corporate bodies – are fully aware of the risks mentioned in this Information Memorandum, and are reviewing, analysing and following every circumstances connected to these risks and develop and put in place appropriate internal procedures.

In order to manage and eliminate these risks, Cordia Group has a risk management system which has developed risk management strategies and processes tailored to the business of the Cordia Group. Such risk management strategies and processes are continuously updated and are particularly designed to monitor all potential risks which may damage Cordia Group.

Cordia Group manages specific risks in particular (but not limited to) as follows:

<b>RISK</b>	<b>RISK MITIGATION</b>
<b><i>Cyclical residential market</i></b>	deepening and extending the diversification both geographically and operationally (resi-for-lease)

<b>Unable to acquire further land</b>	developing, maintaining and motivating the agency network, proactive search and mapping activity, searching for acquisition and other special opportunities
<b>Zoning risk</b>	limiting the share of lands without proper zoning, closing of land acquisitions conditioned on zoning
<b>Building permit risk</b>	selecting experienced and locally well reputed architects, concept always in line with the prevailing regulation, proper management of interest of the stakeholders (authorities, neighbours, city architects, media providers, etc.)
<b>Market risk</b>	<ul style="list-style-type: none"> <li>• deep understanding of the markets with monthly competitor analysis of the projects, regular market research, other indicators having effect on the market</li> <li>• active price and sales speed management</li> <li>• proper and efficient marketing activities with active advertisement management</li> </ul>
<b>Construction risk</b>	well prepared project with good quality of construction design, close monitoring of the subcontractor payments and performances under the General Contractor, strong performance/quality/contract management of the contractors, selecting contractors with proper references and in good financial status
<b>Bank financing risk</b>	full-cover financing for projects, non-recourse loans, limited number of construction starts without bank financing offer/agreement available; keeping enhanced cash reserves for freezing banking liquidity situations when and until necessary
<b>Operation risk</b>	well defined, proper processes and people management
<b>Warranty risk</b>	proper security/insurance from contractors, permanent monitoring of the warranty processes, active intervention
<b>Risks of supply chain shocks</b>	Establish and maintain multiple quality material supply sources with geographical diversification; selective and well-designed increase of raw material inventories
<b>COVID-19 (or other) pandemic</b>	regional health protection and social distancing measures including – among others – strict disinfection of headquarter's offices, home office work, providing equipment for remote work, allocate funds for safe travel if travel is inevitable, disinfection gels, masks, gloves are provided to the on-site personnel, restrictive measures relating to on-site meetings.

#### 4 TERMS AND CONDITIONS OF THE BONDS

The following are the terms and conditions (the "**Conditions**") of the HUF denominated, fixed interest rate, registered, unsecured, dematerialised, amortising bonds due 27 July 2030 (name: CORDIA 2030/I HUF Kötvény; short name: CORDIA2030; ISIN Code: HU0000359773; the "**Bonds**"), which will form part of the Document (as defined below). The Bonds are issued by CORDIA International Ingatlanfejlesztő Zártkörűen Működő Részvénytársaság (short name: CORDIA International Ingatlanfejlesztő Zrt.; registered seat: 1082 Budapest, Futó utca 47-53. VII. em.; tax number: 25558098-2-42; the "**Issuer**") by way of a public offering (in Hungarian: "*nyilvános forgalomba hozatal*") addressed to qualified investors within the meaning of Article 2(e) of the Prospectus Regulation (the "**Issue**").

## **1 Type, Form, Kind, Title, Records and Authorisation**

### **(a) Type**

The Bonds are issued in accordance with Section 12/B of Act CXX of 2001 on the Capital Markets (the "**Capital Markets Act**"), 285/2001 (XII. 26.) Government Decree on bonds and Act V of 2013 on the Civil Code (the "**Civil Code**") as registered debt securities.

### **(b) Form**

The Bonds are in dematerialized and registered form. The Bonds are not issuable in bearer form.

The Issuer will, in accordance with Sections 7(2) and 9(1) of the Capital Markets Act, issue and deposit with KELER Központi Értéktár Zártkörűen Működő Részvénytársaság (English name: KELER Ltd.; registered seat: 1074 Budapest, Rákóczi út 70-72.; company registration number: Cg.01-10-042346; tax number: 10873151-2-44; "**KELER**") a document (the "**Document**"), which does not qualify as a security, with the particulars of the Bonds. The Document will remain to be deposited with KELER, or (if applicable) KELER's successor, as long as all claims of the Bondholders under the Bonds will be satisfied.

Should any Bonds be cancelled or further Bonds to be issued prior to the Maturity Date by the Issuer in accordance with these Conditions, the Document will be cancelled and a new Document (the "**new Document**") with the particulars of the outstanding number of Bonds will be issued and deposited with KELER in order to reflect the change in the number of outstanding Bonds which arises due to such cancellation or tap-issuance. These Conditions form a part of the Bonds and, accordingly, also the Document or new Document, as the case may be. This procedure shall apply accordingly in the case of amendment of Conditions pursuant to Condition 21 (*Meeting of Bondholders and Amendment of the Conditions of the Bond*).

### **(c) Kind**

Each Bond is a fixed rate bond.

### **(d) Title**

In accordance with Section 6:566(6) of the Civil Code and Section 138(2) of the Capital Markets Act, any reference to a "Bondholder" or the "Bondholders" in relation to any Bonds shall mean the person or persons to whose securities account the Bonds are credited until the opposite is proven (the "**Bondholder**").

The holder of any Bond who acquired the Bonds in accordance with the paragraph above will (except as otherwise required by law) be deemed and treated as its absolute owner for all purposes (whether or not any amounts payable under the Bonds has become due) and no person will be liable for so treating the holder.

Pursuant to Section 6(5) of the Capital Markets Act, the Bondholders will not be entitled to exchange the dematerialized Bonds for printed bonds (in Hungarian: "*nyomdai úton előállított kötvények*").

(e) *Records of KELER*

The records of KELER shall be evidence of the identity of the securities account managers who have Bonds credited to their securities account with KELER (the "**Securities Account Managers**") and the number of Bonds credited to the securities account of each Securities Account Manager.

(f) *Authorisation*

The issue of the Bonds has been authorised under Resolution No. 1/2020 (VII. 14.) of the board of directors of the Issuer on 14 July 2020.

**2 Denomination, Issue, Maturity and Rating**

(a) *Number of Bonds and denomination*

The Issue consists of up to 720 Bonds.

Each Bond is issued in Hungarian forint and with a face value of HUF 50,000,000 (fifty million Hungarian forint) (the "**Face Value**").

Total Face Value of the Bonds is maximum HUF 36,000,000,000 (i.e. thirty-six billion Hungarian forint).

The Issuer does not accept over-allotment.

(b) *Place and date of the issue, offering and creation of the Bonds*

The place of the issue, the place of offering (in Hungarian: "*forgalomba hozatal*") and the place of creation of the Bonds (in Hungarian: "*kiállítás és keletkeztetés*") are in each case: Budapest, Hungary.

The Bonds are issued within the framework of a public offering through auction process.

The issue of the Bonds will take place on 27 July 2020 (the "**Issue Date**").

(c) *Term of the Bonds*

The term of the Bonds is a ten-year period commencing on the Issue Date and ending on 27 July 2030 (the "**Maturity Date**").

(d) *Rating*

The Bonds were rated BB by Scope Ratings GmbH (registered seat: Lennéstraße 5., 10785 Berlin, Germany) as published on 26 June 2020 and endorsed on 15 July 2020.

**3 Status and Ranking of the Bonds**

The obligations under the Bonds will constitute direct, unsecured, unconditional and unsubordinated obligations of the Issuer.

The Bonds will rank *pari passu* without any preference among themselves and as to the order of their satisfaction and at least *pari passu* to all other direct, unsecured, unconditional and unsubordinated loans, bonds or any other borrowings of the Issuer, present and future, unless otherwise provided for under the mandatory provisions of statutory law in the case of insolvency procedure.

**4 Transferability**

The Bonds will be transferable by debiting the seller's securities account and crediting the buyer's securities account in accordance with the rules and procedures for the time being of KELER.

The Issuer does not restrict the transfer of the Bonds other than as set out in this Condition.



The rules and procedures for the time being of KELER may specify limitations and closed periods in relation to the transfer of the Bonds between the respective securities accounts of the relevant Securities Account Managers which shall apply to, and be binding on, the Bondholders.

No rights of exchange or pre-emption rights (in Hungarian: "elővásárlási jog") are attached to the Bonds.

## 5 **Coupon**

### (a) *Coupon*

Each Bond bears a coupon of 3.00 % per annum, with semi-annual coupon payments on the Amortized Face Value and payable on the Coupon Payment Date using actual/actual day count convention. **Amortized Face Value** means the amount of the Face Value decreased with the aggregate amount of all Amortisation Amounts already paid by the Issuer before the respective Coupon Payment Date.

The Issuer shall be entitled to unilaterally (permanently, temporarily and/or conditionally) increase the above rate of the coupon without the consent of the Bondholders, in each case subject to and in accordance with applicable laws and regulations.

### (b) *Coupon Payment Date*

The first coupon payment date shall be the date falling 6 months calculated from the Issue Date, being 27 January 2021, and then any subsequent coupon payment date shall be the date falling six months calculated from the preceding coupon payment date during the term of the Bonds, except for the last coupon payment date which shall be the Maturity Date (the "**Coupon Payment Date**").

Hence, Coupon Payment Dates in each respective year are 27 July, 27 January.

Schedule of Coupon Payment Dates:

<b>Coupon Payment Dates:</b>	<b>Interest amount (per Bond):</b>
27 January 2021	HUF 750,000
27 July 2021	HUF 750,000
27 January 2022	HUF 750,000
27 July 2022	HUF 750,000
27 January 2023	HUF 750,000
27 July 2023	HUF 750,000
27 January 2024	HUF 750,000
27 July 2024	HUF 750,000
27 January 2025	HUF 750,000
27 July 2025	HUF 750,000
27 January 2026	HUF 750,000
27 July 2026	HUF 750,000
27 January 2027	HUF 750,000
27 July 2027	HUF 750,000
27 January 2028	HUF 675,000
27 July 2028	HUF 600,000
27 January 2029	HUF 525,000
27 July 2029	HUF 450,000
27 January 2030	HUF 375,000
27 July 2030	HUF 300,000

Where the interest is to be calculated in respect of a period which is equal to or shorter than a coupon period interest is calculated as follows:

- (i) in case this period falls into the first coupon period

3,00% p.a. divided by two, multiplied by the actual number of days elapsed between the Issue Date (inclusive) and the relevant payment date (exclusive) (Accrual Period), multiplied by the Amortized Face Value during the coupon period, and divided by the number of days between the first Coupon Payment Date (exclusive) and Issue Date (inclusive)

- (ii) in case this period falls into any subsequent coupon period

3,00% p.a. divided by two, multiplied by the actual number of days elapsed between the previous Coupon Payment Date (inclusive) and the relevant payment date (exclusive) (Accrual Period), multiplied by the Amortized Face Value during the coupon period, and divided by the number of days between the relevant Coupon Payment Date (exclusive) and the previous Coupon Payment Date (inclusive)

To the extent the above calculation of the amount of the Coupon payable per Bond results in a fractional number, such fractional number shall be rounded upwards in a manner that HUF 0.5 shall be rounded upwards.

- (c) *Delay in payment*

If the Issuer fails to pay any amount payable by it under any of the Bonds on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment at a rate which is 6% p.a. higher than the coupon which would have been payable on the overdue amount (the "**Late Payment Interest**").

No Bondholder will be entitled to any Late Payment Interest, coupon or other payment for any payment delay by the Issuer if the Bondholder fails to provide the Issuer with the relevant Ownership Certificate (where and as required under the Conditions) in a timely manner.

- (d) *Business Day convention*

For the payment of any coupon provisions of Condition 6 (*Payments*) shall apply, including particularly but not limited to Condition 6(b) (*Payment Day*).

## **6 Payments**

- (a) *Method of payment*

Payments of principal and coupon in respect of the Bonds shall be made via bank transfer through the Paying Agent in accordance with the rules and regulations of KELER as effective from time to time, and taking into consideration the relevant laws on taxation, to those Securities Account Managers to whose securities account at KELER such Bonds are credited at close of business on the Reference Date (as defined below) for that payment, as designated in the regulations of KELER effective from time to time. Pursuant to the currently effective rules and regulations of KELER, the Reference Date is the day falling two (2) Business Days immediately prior to the relevant Payment Date (the "**Reference Date**"). Payment shall be due to that person who is deemed to be the Bondholder on the Reference Date.

- (b) *Payment Day*

If the date for payment of any amount in respect of any Bond does not fall on a Payment Day (as defined below), the Bondholder thereof shall not be entitled to payment until the next following Payment Day in the

relevant place and shall not be entitled to further coupon or other payment in respect of such delay. For these purposes,

**Payment Day** means any day which is:

- (i) a day which is a Business Day; and
- (ii) a day on which KELER is effecting money and securities transfers.

(c) *General provisions applicable to payments*

Bondholders shall be the only persons entitled to receive payments in respect of the Bonds. Each of the persons shown in the records of KELER as the beneficial holder of a particular Face Value of Bonds must look solely to KELER, as the case may be, for his share of each payment so made by the Issuer or to the order of, the Bondholders.

For the purpose of the Conditions, **Business Day** means a day on which commercial banks (including the Paying Agent) are open for general business in Budapest.

## **7 Amortisation, Redemption and Purchases**

(a) *Scheduled amortisation during the term of the Bonds and redemption at maturity*

Unless previously redeemed or purchased and cancelled as specified below, each Bond will be amortised by the Issuer:

- (i) at HUF 5,000,000 (per Bond) as amortisation amount (the "**Amortisation Amount**") of the Bond due and payable semi-annually from the 14<sup>th</sup> to the 19<sup>th</sup> Coupon Payment Dates, being 27 July 2027, 27 January 2028, 27 July 2028, 27 January 2029, 27 July 2029 and 27 January 2030.
- (ii) at HUF 20,000,000 as the final amortisation amount (the "**Final Redemption Amount**"), due and payable on 27 July 2030, being the last Coupon Payment Date, which is also the Maturity Date. For the avoidance of doubt, the result of rounding under paragraph (i) above is corrected by the Final Redemption Amount. Upon the payment of all coupons and Amortisation Amounts and the Final Redemption Amount the Bonds shall be redeemed and cancelled by the Issuer.

**Principal Amount** means, with respect to each Bond, all Amortisation Amounts and the Final Redemption Amount; thus all Principal Amounts in aggregate are equal to the Face Value of the Bonds.

Notwithstanding the above, for the payment of any Amortisation Amount and the Final Redemption Amount provisions of Condition 6 (*Payments*) shall apply, including particularly but not limited to Condition 6(b) (*Payment Day*).

(b) *Other redemption*

None of the Bonds may be redeemed other than as set out under Condition 7(a) (*Scheduled amortisation during the term of the Bonds and redemption at maturity*) above and Condition 10 (*Events of Default*).

(c) *Purchases*

The Issuer may at any time purchase Bonds at any price in the open market or otherwise. Bonds purchased by the Issuer may, at the option of the Issuer, be held, resold or cancelled.

(d) *Cancellation*

All Bonds which are redeemed by the Issuer may forthwith be cancelled in accordance with the rules and

procedures for the time being of KELER. All Bonds so cancelled cannot thereafter be held, reissued or resold.

(e) *Tap-issuance*

The Issuer is entitled to perform tap-issuance (in Hungarian: *rábocsátás*) of bonds within the series of the Bonds. Such tap-issuance necessarily and automatically amends the technical parameters (e.g., authorisation for the tap-issuance, number of bonds within the series, total face value, total amount issued) of the Bonds as set forth in these Conditions. Such amendment of the Conditions shall not be subject to the approval or consent of the Bondholders' Meeting or the bondholders as the Bondholders hereby approve the right of the Issuer to perform tap-issuance in the future.

**8 Taxation**

All payments of principal and coupon in respect of the Bonds by or on behalf of the Issuer will be made in compliance with the applicable financial and tax legislation. In the event that any charges or tax related deductions on the interest or principal payments are applicable, the Issuer will fulfil its withholding obligation, so that the Bondholders would receive the net amount of the principal and coupon payments. Neither the Issuer, the Dealer, nor the Paying Agent shall have any obligation to pay any additional amounts to compensate any Bondholder for such charges or deductions. None of the Issuer, the Dealer and the Paying Agent, in line with the applicable law, can be held responsible to the Bondholders for any kind of fee, expense or loss related to the payment of principal and coupon.

**9 Prescription**

Pursuant to Governmental Decree No. 285/2001 (XII.26.) on bonds, claims against the Issuer for payment under the Bonds may not be prescribed unless otherwise permitted by Hungarian law.

**10 Events of Default**

(a) *Notification of potential default*

The Issuer shall, in accordance with Condition 18 (*Notices*), notify the Bondholders of any circumstance(s) that may hinder or threaten the due performance of the Conditions by the Issuer (specifying the circumstance(s), event(s) giving rise to such circumstance(s), the steps being taken to mitigate it and the expected time of mitigation) promptly, but not later than three (3) Business Days from becoming aware of its occurrence.

(b) **Events of Default**

If any of the following events shall occur and be continuing:

- (i) a default is made in the payment of any Principal Amount or any coupon due in respect of the Bonds or any of them and the applicable Remedy Period expired without appropriate remedy in accordance with Condition 12 (*Remedy*); or
- (ii) the Issuer fails to comply with any of the undertakings set out under Condition 3 (*Status and Ranking of the Bonds*) or Condition 11(a) (*Undertaking of the Issuer*) and the applicable Remedy Period expired without appropriate remedy in accordance with Condition 12 (*Remedy*),

(the "**Events of Default**" and each an "**Event of Default**"),

all Bonds shall become forthwith due and payable at the Early Redemption Amount, without any penalty, on

the ninetieth (90<sup>th</sup>) day from the date of the occurrence of the Event of Default.

For the purpose of this Condition,

**Early Redemption Amount** means, with respect to a Bond, its Face Value minus its Principal Amount already paid plus all outstanding coupon and Late Payment Interest payments and pro-rated coupon accumulated since the last Coupon Payment Date (the days calculated from the last Coupon Payment Date until the Early Redemption Amount's Payment Date) divided by the actual number of days of the respective half year.

## **11 Issuer Undertakings**

### **(a) Undertakings of the Issuer**

1. **No Shareholder Distributions and no New Acquisition shall be made** in case any of the following conditions are not met, calculated on the basis of the most recently published financial statements of the Issuer:

(i) **the Consolidated Leverage Ratio does not exceed 65 %, and/or**

(ii) **the Issuer Net Debt to Equity Ratio does not exceed 1.**

Such limitation shall be applied after the date of publishing the financial statements under which any of the above two conditions are not met until the date of the publishing of the financial statements under which both conditions are met.

2. In addition, even when the conditions in paragraph 1.(i) and 1.(ii) above are met, a further limitation shall also apply:

**No Shareholder Distribution** shall be made in a way that as a result of such Shareholder Distribution, the cumulative amount of all the Shareholder Distributions made after the date of the most recent financial statements **would exceed the maximum amount that could have been distributed** on the date of the most recent financial statements **without resulting in any of the Consolidated Leverage Ratio or the Issuer Net Debt to Equity Ratio exceeding their respective limits** set out in paragraphs (i) and (ii) above and calculated on the basis of the figures of such latest financial statements and considering the amount of the contemplated distribution.

Such limitation shall be applied after the date of publishing the latest financial statements until the date of the publishing of the new financial statements, at which point a new such limit is calculated and be applicable.

Each of the Consolidated Leverage Ratio and the Issuer Net Debt to Equity Ratio shall be calculated on the basis of the most recent financial statement (using, in case of the Consolidated Leverage Ratio, the consolidated financial statements and in case of the Issuer Net Debt to Equity Ratio, the stand-alone/individual financial statements of the Issuer) published by the Issuer.

Disclosure and calculation of the above undertakings shall be an integral part of the financial statements of the Issuer.

The following definitions shall be used with respect to this Condition 11(a):

**Shareholder Distribution** means

- (i) any payment of dividend or advance dividend, share buy-back, capital decrease or similar transaction to the Shareholders; and/or

(ii) granting of loans or repayment of loans (including interest and principal) to the Controlling Shareholders or their Related Parties that are not part of Cordia Group,

but in each case other than any compensation, dividend, profit sharing, option or share scheme made in the normal course of business to or for the benefit of employees and officers of the Cordia Group that are not ultimate beneficial owners of the Controlling Shareholder or their close relatives (in Hungarian: "közeli hozzátartozó") within the meaning of Para. 1 of Section 8:1(1) of the Civil Code.

**New Acquisition** means any newly made commitment by any member of the Cordia Group which result in cash outlays to third parties outside of the Cordia Group above EUR 1,000,000 for the acquisition of real property, shares or quotas, made since the publication of the relevant financial statement of the Issuer, except for (i) internal transaction, i.e. transactions with other members of Cordia Group and (ii) transactions which are necessary for the daily operations, finalization or development of existing projects/lands and (iii) transactions specifically approved by the Bondholders' Meeting.

**Controlling Shareholder** means a Shareholder who owns more than 50 % of the shares issued by the Issuer or has the ability and/or power to direct the affairs, assets, management and/or policies of the Issuer and/or to control the composition of the Issuer's board of directors, whether through the ownership of voting equity capital, the possession of voting power, by contract law or otherwise.

**Cordia Group** means together the Issuer and its Subsidiaries.

**Related Party** means any company in which a Controlling Shareholder holds, directly or indirectly, more than 50% of the share capital or the voting rights in respect of such company.

**Shareholder(s)** means the shareholder(s) of the Issuer, being Cordia Holding B.V (seat: Prins Hendriklaan 26, 1075BD Amsterdam, the Netherlands; CCI number: 75022923) and Finext Consultants Limited (seat: Kyriakou Matsi 16, Eagle House, 10th Floor, Agioi Omologites, P.C. 1082, Nicosia, Ciprus, CCI number: HE 187038) at the Issue Date.

**Subsidiaries** means the entities controlled (directly or indirectly) and owned (directly or indirectly, fully or partially) by the Issuer, where "control" means (i) the acquisition or control of more than 50 per cent. of the voting rights of an entity, (ii) the right to appoint and/or remove all or the majority of the members of an entity's board of directors or other governing body, whether obtained directly or indirectly, and whether obtained by ownership of share capital, the possession of voting rights, contract or otherwise.

(b) *Consolidated Leverage Ratio*

Consolidated Leverage Ratio means the result obtained by applying the following formula:

**Consolidated Leverage Ratio = (Net Consolidated Debt) / (Total Consolidated Assets net of Cash & Customer Advances)**

where

**Net Consolidated Debt = CD - C - RC**

and

**Total Consolidated Assets net of Cash & Customer Advances = TA - CA - C - RC**

where

**CD =** Consolidated Debt meaning the third party loans and borrowings of Cordia Group, including bank loans and bonds, plus provisions related to obligations by reason of any guarantee, suretyship or

other liability agreement for such obligations of third parties (that are not fully or partially owned by any member(s) of Cordia Group), but not including any debt that is subordinated to the Bonds;

**C** = Cash and Cash Equivalents;

**RC** = Restricted Cash meaning

- (i) restricted cash deposited by customers purchasing premises in the projects of the Cordia Group, plus
- (ii) restricted cash (other than the cash under point (i) above) deposited in order to secure part of the Consolidated Debt;

**TA** = Total Assets meaning the consolidated total assets of Cordia Group less (i) right to use assets (IFRS 16) and (ii) deferred tax assets;

**CA** = Customer Advances meaning the total amount of the advances received by Cordia Group from customers with respect to sale of assets, which have not yet been recognized as revenues.

(c) *Issuer Net Debt to Equity Ratio*

Issuer Net Debt to Equity Ratio the result obtained by applying the following formula:

**Issuer Net Debt to Equity Ratio = (Net Issuer Debt) / (Issuer Equity)**

where

**Net Issuer Debt** means Issuer Debt (as evidenced on the stand alone financial statements of the Issuer) less (i) Cash and Cash Equivalents of the Issuer and (ii) Special Restricted Cash;

**Issuer Equity** means the total equity of the Issuer (as evidenced on the stand alone financial statements of the Issuer), plus Subordinated Shareholder Loans;

**Issuer Debt** means the loans and borrowings of the Issuer from entities outside of Cordia Group, including bank loans and bonds, plus provisions related to obligations by reason of any guarantee, suretyship or other liability agreement for such obligations of third parties (that are not fully or partially owned by members of the Cordia Group), but not including any debt that is subordinated to the Bonds.

**Cash and Cash Equivalents** means the cash and cash equivalents of the Issuer.

**Special Restricted Cash** means the restricted cash securing the Issuer Debt

**Subordinated Shareholder Loans** means the debt incurred by the Issuer from the Controlling Shareholder or its Related Parties that are fully subordinated to the Bonds.

## **12 Remedy**

(a) *Methods of remedy*

The Issuer shall be entitled to remedy

- (i) any payment default by paying the overdue amount in favour of the Bondholders; and
- (ii) any default under Condition 11(a) in the following manner:
  - (A) in the case of Shareholder Distributions, by way of a payment of a capital increase or a Subordinated Shareholder Loan to the Issuer at least in the amount that such Shareholder Distribution was not compliant with Condition 11(a) (*Undertaking of the Issuer*).

- (B) in the case of New Acquisitions, by reinstating the original condition, or by the resale of such acquired asset that was acquired not in compliance with Condition 11(a) (*Undertaking of the Issuer*) to a third party outside of Cordia Group at a sale price not less than the original purchase price plus the related costs incurred and receiving such sale price, or by the receipt of the Issuer of a capital increase or a Subordinated Shareholder Loan at least in the value of such purchase price.

(b) *Remedy period*

The Issuer shall be entitled to remedy

- (i) any payment default within the period starting on the day of such default and ending thirty (30) days thereafter, and
- (ii) any default under Condition 3 (*Status and Ranking of the Bonds*) or Condition 11(a) within the period starting on the day on which the Bondholders' Meeting passes a resolution on the occurrence of a default in accordance with Paragraph (b)(ii) of Clause 7 of the By-Laws and ending ninety (90) days from the date of the above Bondholders' Meeting,

(the "**Remedy Period**").

### **13 Listing**

Each Bond will be registered on the **XBond multilateral trading platform** operated by the Budapest Stock Exchange within one hundred eighty (180) days following the Issue Date. The Issuer shall decide, at its sole discretion, on the admission of the Bonds to any other regulated market or multilateral trading facility, provided that the Bonds will remain traded on the XBond multilateral trading platform until their maturity.

### **14 Security Interest**

Not applicable. The Bonds constitute **unsecured** obligations of the Issuer.

### **15 Purpose of the Issue of the Bonds**

The net proceeds of the issue of the Bonds will be applied by the Issuer for the financing of investments into real estate projects and real estate developments, various acquisitions (including – among others – lands, portfolios of lands, business shares and immaterial goods), working capital as well as for the potential refinancing of outstanding loans used for the financing of the aforementioned purposes (including, but not limited to senior loans and shareholder loans as well).

### **16 Paying Agent**

The Bonds are issued subject to and with the benefit of a paying agency agreement (such agreement as amended and/or supplemented and/or restated from time to time, the "**Paying Agent Agreement**") to be made between the Issuer and Raiffeisen Bank Zártkörűen Működő Részvénytársaság (registered seat: 1133 Budapest Váci út 116-118.; company registration number: Cg.01-10-041042; tax number: 10198014-4-44; the "**Paying Agent**") as paying agent. Pursuant to the Paying Agent Agreement, the Paying Agent agrees to provide coupon and principal paying agent services set out therein.

The Paying Agent Agreement will be available free of charge for inspection by physical means, during the



Issuer's regular business hours on any Business Day at the Issuer's registered seat, for any Bondholder who has evidenced its ownership title by an Ownership Certificate with a record date as of the day of inspection.

The Issuer is entitled to vary or terminate the appointment of the Paying Agent and/or appoint additional or other Paying Agents, provided that there will at all times be a paying agent in relation to the Bonds in Hungary.

In acting under the Paying Agent Agreement, the Paying Agent acts solely as agent of the Issuer and does not assume any obligation to, or relationship of agent or trust with, any Bondholders.

## **17 Market Making**

The Bonds are issued subject to and with the benefit of a market making agreement (such agreement as amended and/or supplemented and/or restated from time to time, the "**Market Making Agreement**") to be made between the Issuer and Raiffeisen Bank Zártkörűen Működő Részvénytársaság (registered seat: 1133 Budapest Váci út 116-118.; company registration number: Cg.01-10-041042; tax number: 10198014-4-44; the "**Market Maker**") as market maker.

The Issuer is entitled to vary or terminate the appointment of the Market Maker and/or appoint additional or other Market Makers, provided that there will at all times be a market maker in relation to the Bonds in Hungary.

The Market Maker is entitled to terminate the Market Making Agreement with normal and extraordinary termination.

## **18 Notices**

All notices relating to the Bonds will be deemed to be validly given and delivered if published on the website of the Issuer (<https://cordiahomes.com/>). Notwithstanding the foregoing, the Issuer shall, solely until the date of registration of the Bonds in the XBond multilateral trading platform, make all reasonable efforts to inform the Bondholders for the time being via e-mail of any notice published on the Issuer's website in relation to any payment or non-payment under the Bonds or circumstances directly relating to it. The Issuer shall ensure that notices are published in accordance with applicable law and in the manner prescribed by the competent supervisory authority. Such notices shall be deemed to have been published on the date of their first publication.

Notices and/or declarations from the Bondholders shall be duly signed ("*cégszerűen aláírva*"), in written form, in Hungarian and/or English language and, unless otherwise stated, shall be sent to the Issuer, by way of registered post or personal delivery, at its registered seat at – unless otherwise notified to the Bondholders by the Issuer in accordance with this Condition – 1082 Budapest, Futó utca 47-53. VII. em., and shall be accompanied with an ownership certificate issued by KELER or the relevant Securities Account Manager which document certifies at least the title of the Bondholder (the "**Ownership Certificate**").

Any regulated information will be published on the Issuer's website, the website of BSE (<https://www.bet.hu/>) and NBH (<https://kozzetetelek.mnb.hu/>). Any relevant regulated information (if any) is disclosed by the Issuer in accordance with the applicable laws and rules imposed by the Budapest Stock Exchange.

## **19 Governing Law and Submission to Jurisdiction**

### **(a) Governing Law**

The Bonds and any matters relating to them shall be governed by, and construed in accordance with, the laws of Hungary.

(b) *Submission to jurisdiction*

Any claim against the Issuer in connection with the Bonds shall be submitted to the exclusive jurisdiction of the ordinary courts of Hungary.

## 20 **Language**

These Conditions of the Bonds are originally in the governing language of English. A Hungarian language translation of the Conditions has been deposited with KELER in accordance with its rules and regulations. The English language version of the Conditions of the Bonds shall be legally binding and, in the case of any discrepancy between the English and the Hungarian version, the English version shall prevail.

## 21 **Meeting of Bondholders and Amendment of the Conditions of the Bond**

The Bondholders' Meeting is to be held in accordance with the provisions set out in Annex 2 (*Provisions on Meetings of Bondholders*) of the Information Memorandum (the "**By-Laws**"). Bondholders' Meeting may be convened to consider – among other things –

- (a) the amendment of the Conditions (if and as permitted under applicable law); or
- (b) any actions to be taken in relation to an Event of Default.

The amendment of the Conditions may result in the replacement (in Hungarian: "*kicserélés*") of the Document deposited with KELER and shall be subject to the fulfilment of the requirements set out under applicable law. This Condition 21 shall be interpreted in accordance with the By-Laws.

## 5 **INFORMATION ABOUT THE ISSUER**

### 5.1 **Introduction**

<b>Name of the Issuer:</b>	CORDIA International Ingatlanfejlesztő Zártkörűen Működő Részvénytársaság
<b>Short form:</b>	CORDIA International Zrt.
<b>Registered seat:</b>	1082 Budapest, Futó utca 47-53. VII. em.
<b>E-mail:</b>	<a href="mailto:cordia.international@cordia.hu">cordia.international@cordia.hu</a>
<b>Place and Date of incorporation:</b>	Hungary, 10 May 2016
<b>Issuer registration number:</b>	Cg.01-10-048844
<b>Tax number:</b>	25558098-2-42
<b>Legislation under which the Issuer operates:</b>	Hungarian
<b>Legal form:</b>	Private company limited by shares

<b>Main activity:</b>	68.10 Buying and selling of own real estate
<b>Registered capital:</b>	HUF 9,897,494,000 (as of December 31, 2019) HUF 18,013,760,000 (as of the date of Issuance)
<b>Total Equity:</b>	HUF 52,935,492,000 (pursuant to Cordia International Zrt.'s separate financial statements as of December 31, 2019; i.e. before all events that took place during 2020, which included, among the others, capital increase by HUF 12,001,129,600).
<b>Type:</b>	Dematerialised shares
<b>Members and ownership structure:</b>	Cordia Holding B.V (seat: Prins Hendriklaan 26, 1075BD Amsterdam, the Netherlands; CCI number: 75022923)  Finext Consultants Limited (seat: Kyriakou Matsi 16, Eagle House, 10th Floor, Agioi Omologites, P.C. 1082, Nicosia, Ciprus; CCI number: HE 187038)
<b>Ultimate beneficial owner:</b>	Gábor András Futó (majority), together with close relatives: Dr. Péter György Futó and Dr. Zsuzsanna Edit Futóné Szántó (minority)
<b>Auditor:</b>	PricewaterhouseCoopers Könyvvizsgáló Korlátolt Felelősségű Társaság (Tímár Pál) (01 June 2020 – 31 May 2021)  PricewaterhouseCoopers Könyvvizsgáló Korlátolt Felelősségű Társaság (Tímár Pál) (30 June 2017 – 31 May 2020)  PricewaterhouseCoopers Könyvvizsgáló Korlátolt Felelősségű Társaság (Mészáros Balázs) (10 May 2016 – 30 June 2017)
<b>Management:</b>	Board of Directors (1 January 2019 - )
<b>Members of the management:</b>	Tibor Földi (1 January 2019 - )  Pál János Darida (1 January 2019 - )  Tomasz Lapinski (1 January 2019 - )

## 5.2 Date of incorporation and corporate history

The Issuer was founded by Futureal Property Group Ingatlanforgalmazó Kft. on 27 April 2016 and was incorporated on 10 May 2016 as a private limited company ("Zrt.") with the view of creating a company and separate corporate structure for the residential projects of Futureal Group.

The Issuer was incorporated with an initial capital of EUR 120,000 consisting entirely of cash contribution. The initial capital was made up of 1,200,000 pieces of ordinary dematerialized shares with a nominal value of EUR 0.1. On 23 May 2016 Futureal Property Group Ingatlanforgalmazó Kft. resolved to reorganize the capital structure of the Issuer and increased the nominal value of the ordinary shares from EUR 0.1 to EUR 1 and decreased the number of the ordinary shares from 1,200,000 pieces to 120,000 pieces. As result of such reorganization of shares, the registered capital of the Issuer remained EUR 120,000. On 30 June 2017, Futureal Property Group Ingatlanforgalmazó Kft., as the sole shareholder resolved the combined de-merger and merger (please see below) by issuing an additional 29,880,000 pieces of ordinary shares with a nominal

value of EUR 1 for the new shareholders of the Issuer. On 20 September 2017, a combined de-merger and merger was executed involving (i) the Issuer, (ii) FutInvest Hungary Kft., (iii) Sparks Limited and (iv) Futureal Real Estate Holding Limited in order to merge also the Polish operation into the Issuer. As a result the combined de-merger and merger the shareholders of the Issuer held the following number of shares in the Issuer:

<b>RATIO OF PREVIOUS SHAREHOLDERS</b>	
<b>Shareholder</b>	<b>Pieces of shares</b>
<b>Futureal Property Group Ingatlanforgalmazó Kft.</b>	120,000
<b>Futureal Real Estate Holding Limited</b>	1,800,000
<b>FutInvest Hungary Kft.</b>	9,360,000
<b>Sparks Limited</b>	18,720,000
<b>Total</b>	30,000,000

On 26 September 2018 Sparks Limited has acquired the remaining 37.6 % of the shares issued from the other shareholders by way of share sale and purchase. As a result such transactions, Sparks Limited became the sole shareholder of the Issuer holding 100 % of the shares of the Issuer.

On 15 May 2019 QED Investments Limited (CY 3030 Limassol, Chrysanthou Mylona 3) acquired 100 % of the shares of the Issuer from Sparks Limited by way of a share sale and purchase agreement.

On 28 May 2019, the registered capital of the Issuer was increased for the second time by QED Investments Limited with an additional amount of EUR 2,000,000 to EUR 32,000,000 by issuing new ordinary shares with a nominal value of EUR 1 and an issue price of EUR 13.5. The EUR 25,000,000 difference between the amount of the capital increase and the total issue price of the new shares was paid into the capital reserves of the Issuer.

On 5 September 2019, Cordia Holding B.V. (Prins Hendriklaan 26, 1075BD Amsterdam, the Netherlands) acquired 100 % of the shares issued by the Issuer from QED Investments Limited by way of a share sale and purchase.

On 30 December 2019, Finext Consultants Limited (Kyriakou Matsi 16, Eagle House, 10th Floor, Agioi Omologites, P.C. 1082, Nicosia, Cyprus) acquired 2 % of the shares issued by the Issuer from Cordia Holding B.V. by way of a share sale and purchase.

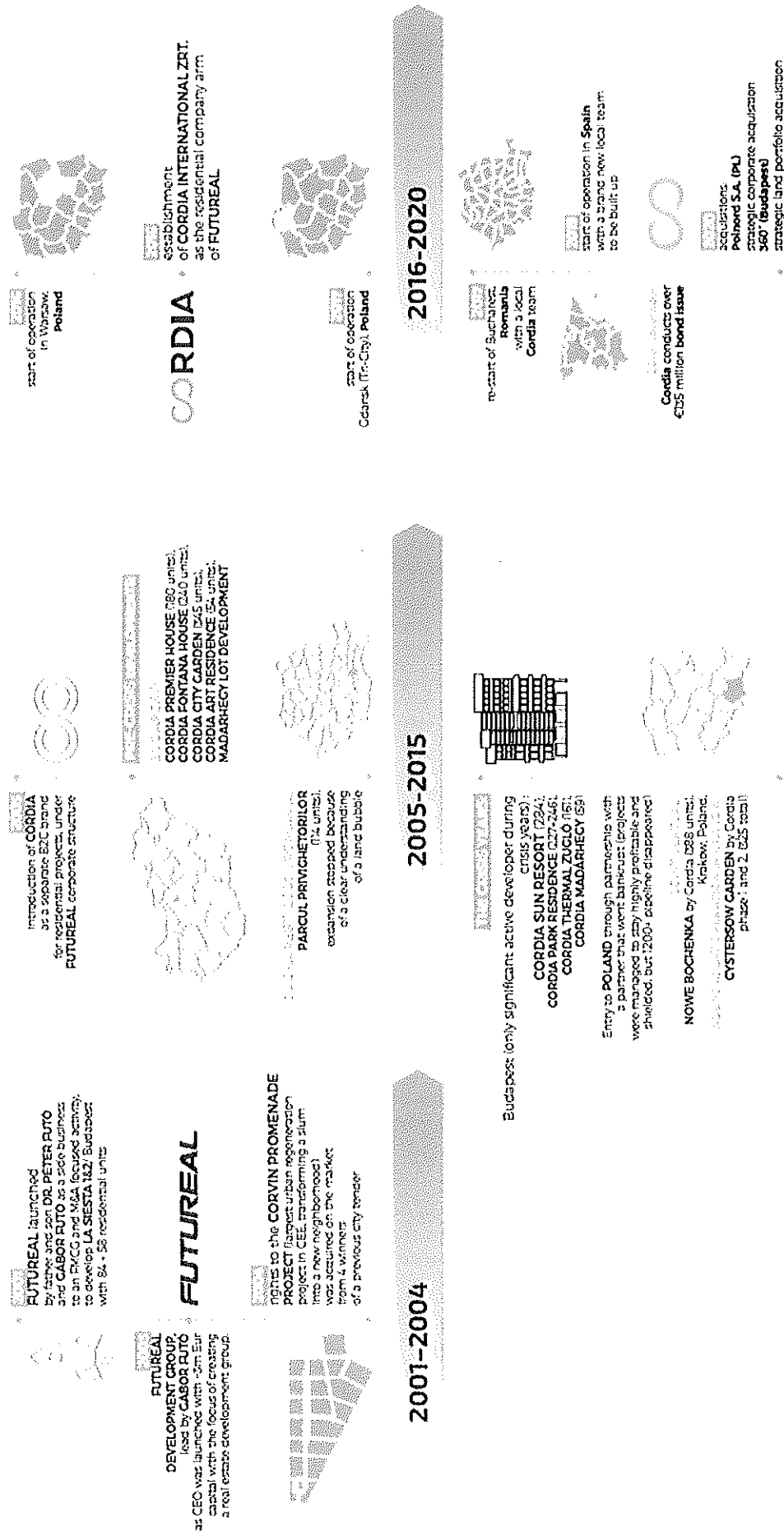
Effective from 1<sup>st</sup> January, 2020, the nomination of the registered capital of the Issuer was converted to HUF, thereby the Issuer's registered capital was established in the amount of HUF 10.582.720.000 with ordinary shares with a nominal value of HUF 1.000.

On 25 March 2020, the registered capital of the Issuer was increased by Cordia Holding B.V. and Finext Consultants Limited with an additional amount of HUF 7.431.040.000 to HUF 18.013.760.000 by issuing new ordinary shares with a nominal value HUF 1,000 per share and with share premium of HUF 1,615 per share. As a result of the capital increase the shareholders of the Issuer currently hold the following number of shares in the Issuer:

<b>Shareholder</b>	<b>Pieces of shares</b>
<b>Cordia Holding B.V.</b>	17,653,485

<b>Finext Consultants Limited</b>	360,275
<b>Total</b>	18,013,760

**Chart 1 History of the Issuer**



### ***Well positioned***

Futureal Group was co-founded by Gábor Futó and his father, Dr. Péter Futó in 2001. Since its foundation, Futureal Group's portfolio has encompassed more than 100 projects, with a total value of EUR 3 billion across 2 million square meters. Currently, Futureal Group and Cordia Group are in the construction phase with close to 30 projects simultaneously, with a total value of EUR 1 billion and a gross area of around 700,000 square meters gross.

### ***Pioneers in introducing urban regeneration projects***

Beyond residential developments that are developed by Cordia Group, Futureal Group is involved in large-scale mixed-use urban renewal projects, office and retail developments, redevelopment projects and commercial property investments. With the 22-hectare Corvin Promenade urban re-development project, Cordia Group together with Futureal Group has managed to revive a prominent section of Józsefváros in the heart of Budapest in terms of architecture, culture and economy.

### ***Strong brand name***

Cordia Group has been developed historically from Futureal Group and after several years of separation procedures it is today an organization operating and structured independently from Futureal Group. Over the past 15 years Cordia Group has built 3,397 residential units in Hungary, Romania and Poland, and is currently an additional 4,101 units in 21 projects are under construction and sales in Hungary, Romania, Poland, while 32 more projects are under preparation with another 5,208 units.

Cordia Group is proud bearer of multiple international awards, including: "ULI Global Awards for Excellence" from ULI, "Best Mixed Use Project in Europe" International Property Awards, Bloomberg TV, The New York Times, "Best Purpose Built Project Worldwide" by International Real Estate Federation (FIABCI).

The apartment brand „Cordia” means more than just harmonious homes: they are also outstanding investments, providing long-term value and secure rental yields. Cordia offers security, convenience, quality of life and well-designed living spaces that fit the location and the community.

### ***Diversification & Focus***

Cordia Group has currently real estate development projects in 4 countries (Hungary, Poland, Romania, and Spain) and 8 cities/regions (Budapest, Balaton, Warsaw, Krakow, Poznan Tri-City, Bucharest, Costa del Sol) and a residential-for-lease investment in Germany focusing on Dresden, Leipzig and Magdeburg.

Cordia has expanded its operation in Poland by the acquisition of Polnord S.A. and intends to further expand in other European countries Cordia prefers organic, step-by-step expansion manner but also looking for exceptional or anti-cyclical acquisition opportunities as it was done in Poland and Germany. Thanks to extensive land banks and active acquisition management, the project vintage can also be flexibly diversified.

Cordia Group has been a real estate development company so far, constructing and selling apartments. The company has a currently growing team in Budapest to provide comprehensive property and facility management services like furnishing, rental, tenant management, maintenance and condominium management services (partly to Cordia's own residential-for-lease schemes and for buyers of the flats developed by Cordia) and targets to further develop this service line in Warsaw and further cities if rental demand fuels markets to do so.

### ***Highly skilled management team***

In its almost two decades of operation, Cordia Group's highly qualified real estate professionals (currently >200) and local management teams have accumulated extensive knowledge of local markets and

demonstrated a proven ability to source strategic development sites, design attractive and innovative projects that meet the demands of the local market and obtain planning and building permissions expeditiously.

## **5.3 Strategy**

### *5.3.1 General strategy*

#### *Integrated, full-service operation, best-in-class team, efficiencies of scale*

Cordia Group is one of the leading residential developer with a strong and well-known brand, active in the mid- and mid-to-high segments of the for-sale market in Hungary, in Poland, Romania and Spain targeting annual output of ~2-3,000 units in the medium term]. Cordia Group has a long track record and industry leading management team with extremely long tenure and limited turnover. The corporate culture of Cordia Group focuses on operational excellence to continuously improve all aspects of the residential development process from land acquisition, project planning, and procurement, sales and marketing to benefiting from scale.

#### *Cycle-conscious, geographic and operational diversification, value investor's approach to acquisitions*

Cordia Group focuses on step-by step geographic diversification accompanied with precisely selected opportunistic acquisitions with a value-investor's approach. One of the aims of Cordia Group to achieve a top 10 position in the Polish market targeting annual output in excess of 1,500 units. The geographic diversification of Cordia Group enables optimal and opportunistic allocation of capital across countries whose residential market cycles are non-synchronized.

The expansion strategy is based mostly on organic expansion by establishing local teams supported by the Competence Center. At the same time Cordia screens its current and targeted markets for special portfolio and/or acquisition deals like it was undertaken in the case of POLNORD S.A. acquisition and acquiring stake in ARGO Properties N.V. The latter transaction has also opened Cordia's new business line of residential leasing making the first step in the operational diversification.

Furthermore, land acquisition is based on strict underwriting with volumes and duration differentiated by geography depending on stage in cycle. In addition, Cordia Group provides full-scale letting property- and facility management services to investor clients which services will be developed into an in-house tool to asset manage residential leasing projects initially in Budapest and Warsaw and later other cities where market demand supports such activities. There is a long-term potential to expand rentals as a strategic business line to create an income yielding residential portfolio.

#### *Strong financing position*

Cordia Group has a long-term partnership with the leading local banks in its countries of operation (e.g. OTP, K&H/KBC, Takarékbank, UniCredit, Raiffeisen, Santander, PKO Bank Polski, Alior Bank, etc.).

#### *Strong brand*

Cordia Group is focusing in building out a string "CORDIA" brand in all its markets, similar to Hungary where Cordia Group is already a very strong real estate brand. Multiple successful and award-winning developments are creating a strong background for this business to customer exercise.

#### *Capital market access*

The Issuer has attracted institutional capital to invest in its residential development projects in joint ventures structures while maintaining full project control.



The Issuer is proud to refer to the successful bond issuance of CORDIA2026 bonds of November 7, 2019 where 17 qualified investors have participated at the auction representing some 50 different investment entities such as the National Bank of Hungary, investment and mutual funds, pension funds, insurance portfolios, banks etc. purchasing bonds in excess of HUF 44.4 billion of total issue value.

#### *Strong and supportive ownership with very long-term view*

Cordia Group is supported by family owners that have demonstrated a highly responsible and supportive long-term approach by:

- having engaged in long term, complex projects up to a decade-long;
- having supported Cordia Group for almost 2 decades;
- having injected capital during the financial crisis to make whole other stakeholders, including repayment of non-recourse land loans in contrast to the market norm at the time; and
- having supported a loyal team of key employees who have been with the company for over a decade with almost no fluctuation.

#### *5.3.2 Land acquisition strategy*

##### *Target land acquisition in diversified and liquid markets of CEE capitals and major regional university cities*

Cordia Group uses a strict underwriting criteria based on location, land cost, demand and supply dynamics, and project profitability. According to the above Cordia Group can be portrayed as a real estate development group with a strategic approach to cyclicity-, adjusting land duration- and acquisition intensity, with an extended investment opportunity set. Cordia Group has an outstanding cycle consciousness and is taking advantage of divergences in the local residential and financial market conditions to opportunistically allocate capital among its markets of operation. Cordia Group focuses on markets with at least 5,000 sales of new build units per year with appropriate micro locations for midmarket segment assets and avoid overpaying for land in overheated markets. Furthermore focus on areas with master plan and zoning in place. Cordia Group has a significant opportunity to grow the local platforms in already established cities. Furthermore Cordia Group has an excellent track record of project completions with no "stuck projects".

##### *Decision-making driven by profitability and internal rate of return (IRR), not volume or market share*

Cordia Group has no pressure to focus on volumes as can be the case for listed residential developers, and prefer profitability over volumes. The underwriting of Cordia Group currently includes minimum 25 % gross margin requirement, minimum 20 % post tax internal rate of return (IRR) and 1.8x multiple on invested capital. Employee incentive structures are shaped and aligned with a focus on execution and profitability.

#### *5.3.3 Financing strategy*

All projects are developed in separate SPVs, either limited liability project companies, partnerships or private real estate development funds. The land acquisitions were typically financed from the equity provided by one of Cordia Group member until launch of development. All projects are financed by local banks in separate, SPVs by construction financing facilities, with project equity provided by a Cordia Group member and by co-investors of Cordia Group. All loans are at the Project Entities' level, non-recourse – except cost overrun and completion guarantees – and are typically not cross-collateralized, however may contain certain cross-default provisions. The project-equity and pre-sales requirements vary from country to country and project to project, but contracted at usually between 20-30 % equity of total development costs and between 20-40 % pre-sales requirements. Peak net leverage at project level usually did not exceed 65 % thanks to customer

advances and some cost payable after delivery. Corporate level leverage is lower due to an unleveraged land bank and a portfolio of projects in different development and lower leverage phases. Cordia Group maintains good relationship with multiple senior lenders, currently engaging 8 leading banks for development and construction loans. Furthermore, Cordia Group benefits from favourable margins and loan conditions due to a strong corporate credit track record and never defaulted on a single loan.

#### 5.4 Corporate structure

The ultimate beneficial owners of the Issuer is Gábor András Futó (majority) and Dr. Péter György Futó, Dr. Zsuzsanna Edit Futóné Szántó, indirectly, through Cordia Holding B.V. and Finext Consultants Limited, the shareholders of the Issuer.

The Issuer controls (directly or indirectly) and owns (directly or indirectly, fully or partially) several Subsidiaries. (the "**Subsidiaries**").

The Subsidiaries are mainly used as:

- (i) project vehicles (generally each real estate development is carried out in separate limited liability legal entity or real estate fund, real estate sub fund, land bank may be grouped) (the "**Project Entities**"),
- (ii) holding entities (including country holdings) (the "**Holding Companies**"), including a special holding entity POLNORD S.A. listed at the Warsaw Stock Exchange and acquired on 10<sup>th</sup> of April 2020, Cordia's ownership stake is 92.92%. (Due to its acquisition date POLNORD S.A. is not listed among the subsidiaries as of March 31, 2020, please see facts and data in Section 6.12 for Cordia's recent strategic acquisitions.)
- (iii) service provider entities (management companies providing development services in each countries, and leasing and property management service provider in Budapest) (the "**Service Companies**").

The legal forms of the Subsidiaries are currently:

- (i) limited liability companies and private limited companies,
- (ii) partnerships (with general and limited partners), and
- (iii) privately placed real estate development funds and sub-funds of umbrella funds.

The Issuer's main assets currently are the equity interests in and loans – as receivables – provided to its Subsidiaries.

#### 5.5 Details of the Subsidiaries

For the details of the main Subsidiaries at the end of March 2020, please see Annex 4 (*Details of the Subsidiaries*) of this Information Memorandum. For the avoidance of doubt, the list of Subsidiaries will change from time to time.

#### 5.6 Operation and main activities of the Issuer

The Issuer is a classic holding company, which holds Subsidiaries (Holding Companies, Project Entities and Service Companies). Most project Subsidiaries develop condominium units for sale to end-users and investors offering under its brand: "Cordia". Cordia Group is a pan-regional residential developer focused on Central Eastern Europe with a diversification to 8 major cities and regions: Budapest, Balaton, Bucharest, Poznan,

Warsaw, Krakow, Tri-City, Costa-del-Sol at the moment. Further expansion in Poland is also targeted (Wroclaw for example) with a view of focusing only on strong, growing and liquid markets with over 5,000 new units sold per annum. Cordia may establish presence in other European markets also in the future. First two projects in Spain has been acquired as a market seeding / test development.

### **New business line: residential rentals**

Even though residential development shall remain also in the future the main business, Cordia Group has started launching its new business line of residential rentals in certain growing European cities. This has strong strategic fit, provides a permanent operating income, enjoys long term secular demand from tenants and offers Cordia Group downside protection. The rapidly changing customer attitudes (millennials) accelerate the demand for rentals and for professional management.

By the acquisition of 20.6% stake in ARGO Properties N.V. Cordia has established its presence in Germany, Europe's strongest resi-for-lease market. Focus is on growing cities of Dresden, Leipzig and Magdeburg. By the acquisition of this strategic stake the Issuer launches new rental residential investment business line and takes its first steps in the German market. Efficient scale, experienced local management and institutional co-investor partners provide hands-on risk mitigation for Cordia Group.

Residential rental is one of the largest asset classes in the most developed Western property markets. Cordia Group's potential long-term benefits are the followings:

- Introduction of a long-term growth business supports group value increase;
- Diversification through long-term secure cash flows increases financial sustainability;
- Anti-cyclical acquisition opportunities due to cash needs of certain players may result in accelerated growth at relatively low investment outlay;
- Focus on Resi-for-Rent schemes suitable for conversion to Resi-for-Sale to maintain ability to benefit from value increase opportunities;
- Potential new favorable VAT (5%) regulation for brownfield developments (legislation under elaboration) provide for competitive advantage;
- MNB's reloaded Funding for Growth Scheme offers long-term (max. 20 y) financing for rental schemes to be kept on balance sheet.

6 Budapest projects are being reviewed to be optimized for potential rental use: business model to be launched in the near future as economic clarity emerges (final decision is still pending). Projects are:



Grand Corvin 2  
364 resi units



Universo  
260 resi units



51 utó st  
100 resi units



Kertész st  
170 resi units



Millennium Residence 1  
100 resi units



Millennium Residence 2  
235 resi units

### **Core business: residenatials for sale**

The number of condominium units in one development phase is typically between 50-300 residential units. Most projects are in central or near central locations with good public transportation access. The typical

customers of Cordia Group are medium and upper medium class urban individuals, couples, young families with children as well as individual investors.

High customer quality is indicated by material non-refundable deposit of 25 % (and also stage payments sometimes) in Hungary, 15-25 % in Romania and stage payments – according to technical progress - in Poland and Spain.

Projects are typically financed by local banks by providing non-recourse construction facilities on local currency basis (except Romania where EUR-based loans are typical thanks to EUR based price agreements with the purchasers).

The Issuer is in constant search for new development opportunities using on a value-investment focused selection methodology. Cordia Group makes selective acquisitions with strict underwriting criteria for land (including neighbourhood quality and esteem, access to public transportation, public infrastructure, competitive landscape, identifying competitive advantage for the project concept). The main focus of Cordia Group is mid- and mid to high market products.

Different markets and different market cycles support different land bank tenure periods and optimization of project launching.

Within Cordia Group, management companies provide transactional, due diligence, development management, technical project management, financial and administration, sales and marketing, and other related services to the Project Entities in each countries of operation.

Cordia Management Kft. also supports the Project Entities in cross-country cooperation, process developments, brand- and knowledge management and concept development of each project and operates as a centre of knowledge and connection for the support of the Subsidiaries (other than the Holding Companies) (the **"Competence Center"**). In-house competencies include: acquisition, legal, due diligence, debt origination, equity origination, architectural concept planning, value engineering, purchasing, marketing, HR and other support.

Architects are selected for each project and managed by Cordia Group's in-house architect team to optimize concept and implement best practices according to the standards of Cordia Group. Construction works are carried out by general contractors selected at tender with the exception of Hungary, where – due to the lack of proper-sized general contractors being experienced in residential construction- Cordia Group's long-term strategic partner, Pedrano Construction Kft. and Pedrano Homes Kft. (as parts of Pedrano Group) are the main and general contractors of the residential buildings developed by Cordia Group. Cordia Group maintains its own sales and customer relations management systems. Sales and marketing are managed by Cordia Group's own sales force in Hungary and Poland and with outsourced agencies in Romania and Spain. Centralized treasury, cash and cash flow management is provided also as a service to the Subsidiaries.

Standardized – but tailored to local legal framework – contract templates of Cordia Group provide very strong legal positions for the Issuer and its Subsidiaries vis-à-vis the customers. Furthermore, computerized document and invoice approval system as well as sales support application are connected to the enterprise resource planning (ERP) system.

The following chart shows a typical circle of development of a residential project (length of this process stretches typically 4-5 years):

## Land acquisition



Financed by  
Equity

Building  
permit



## Sales



Cash inflow  
from sales



## Construction



Loan financing  
and customer  
advances

Occupation  
permit



## Delivery



Full cash  
inflow,  
Loan repaid

## 5.7 Markets, market position

### 5.7.1 Market Overview

Cordia Group is currently active as residential developer in Poland, Hungary, Romania (CEE) and Spain. Chart below presents basic economy parameters for this markets.

*(All information contained in the charts below are the most updated data based on various statistical offices and on other research sources available to the Issuer by the date of May 31, 2020.)*

**Basic Macroeconomic Data for 2019**

	<b>Poland</b>	<b>Hungary</b>	<b>Romania</b>	<b>Spain</b>
Population	38,0 million	9,8 million	19,4 million	46,9 million
Nominal GDP in EUR	529 billion	144 billion	222 billion	1 245 billion
GDP per capita	13 780 EUR	14 720 EUR	11 500 EUR	26 440 EUR
GDP growth rate	4,1%	4,9%	4,1%	2,0%
Inflation (HICP)	2,1%	3,4%	3,9%	0,8%
Base Interest Rates (Dec. 2019)	1,5%	0,9%	2,5%	-0,5%
Unemployment rate (Dec. 2019)	2,90%	3,40%	4,00%	13,70%
Growth of salaries	6,50%	11,40%	13%	2,10%
Net average yearly salary	10 404 EUR	8 880 EUR	8 400 EUR	27 540 EUR
Number of households	14,5 million	4 million	7,5 million	18,4 million
Households indebtedness to GDP (Dec. 2019)	34,6%	18,6%	15,3%	56,9%

Demand for real estate is related to macroeconomic performance of the country, and structural factors in specific region.

In 2019, on all Cordia Group activity markets GDP grew faster than 1.5% average for EU-27 countries, with CEE region significantly higher than that. Strong economy supported labour market with falling unemployment comparing to 2018, which in all countries except Spain was lower than 6,5% EU-27 benchmark. Better labour market resulted in significant salaries growth and improving disposable income in all 4 countries. This also improved indebtedness of households in Poland, Romania and Spain.

Another observed trend supporting real estate market were negative real interest rates, in 2019 in Poland and Hungary the phenomenon has deepened due to increasing inflation. In Romania and Spain negative spread narrowed due to falling inflation.

In 1Q 2020 European economy suffered from negative impact of COVID-19. One of the hardest hit regions was Spain and Italy. Chart with 1Q 2020 basic macroeconomic data is presented below :

*(All information contained in the charts below are the most updated data based on various statistical offices and on other research sources available to the Issuer by the date of May 31, 2020.)*

### Macroeconomic update 1Q 2020

	Poland	Hungary	Romania	Spain
GDP growth rate	1,9%	2,2%	2,4%	-4,1%
Inflation (HICP)	2,8%	3,7%	3,7%	0,7%
Base Interest Rates (March 2020)	1,0%	0,9%	2,0%	-0,5%
Unemployment rate (March 2020)	3,0%	3,8%	4,7%	14,8%

Despite significant GDP slowdown CEE region countries were stronger in relation to EU-27 average that decreased -3,3% in 1Q2020. Labour market also behaved stronger than in Eurozone countries.

Unprecedented situation triggered unprecedented Governments and Central Banks stimulus packages globally, as well as in CEE region and Spain. For example total stimulus package in Poland worth 15% of GDP was introduced in period March to May 2020. Hungarian Government announced measures intended to provide support for affected businesses and general public worth 9 000 – 10 000 billion HUF (18% - 20% of GDP). In Spain total support introduced until end of May reached 2,3% of GDP immediate fiscal impulse, 0,9% of GDP in tax deferrals and 9,2% in liquidity instruments for business and people affected by the crisis. Romania Government responded in many measures directed to support labour market and financial stability of the private sector.

Chart below represents key national statistics and research data for real estate market on each country Cordia Group is present. *(All information contained in the charts below are the most updated data based on various statistical offices and on other research sources available to the Issuer by the date of May 31, 2020.)*

	Poland	Hungary	Romania	Spain
<b>Real Estate Market Overview in 2019</b>				
Total existing stock	14,4 million apartments	4,5 million apartments	9,1 million apartments	25,7 million apartments
Average household size	2,66 persons	2,3 persons	2,76 persons	2,5 persons
Total transactions of housing (primary market)	65 400 apartments (in 6-biggest cities)	6 670 in Budapest	28 056 apartments of which 7 746 in Bucharest	56 286 apartments
Total transactions of housing (primary and secondary market)	312 786 apartments (year 2018)	154 500 apartments, of which 28 100 in Budapest	113 752 apartments of which 34 478 in Bucharest	569 993 apartments
Foreign buyers of housing	2-3% (estimation)	4%	N/A	12,50%
Building permits	268 483 apartments	35 123 apartments	102 351 apartments	26 644 residential buildings
Number of new mortgage loans origination	225 073 loans	111 340 loans	57 000 loans of which 20 000 "Prima Casa" loans	492 594 loans
Average mortgage loans	63 183 EUR	23 940 EUR	19 700 EUR average "Prima Casa"	129 237 EUR
VAT on residential units	8% (max. 150 sqm) / 23% (above 150 sqm)	27% green-field / 5% brown-field	5% (max. 92,7k euro, max 120 sqm net) / 19% (above 92,7k Euro)	10%

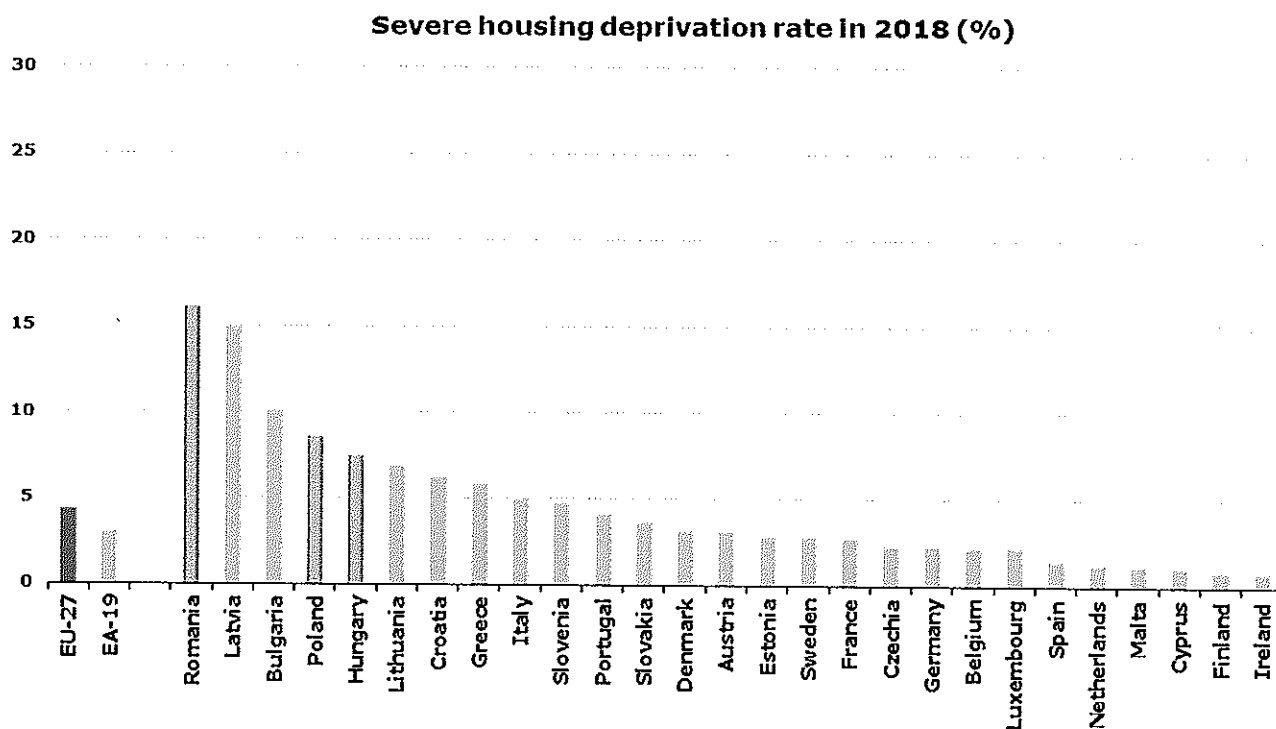
	Poland	Hungary	Romania	Spain
<b>Real Estate Market Overview in 2019</b>				
Total transactions of housing (primary market)	18 883 apartments (in 6 biggest cities)	934 in Budapest	4 500 apartments (Bucharest estimation)	11 286 apartments
Building permits	59 406 apartments	7 032 apartments	21 125 apartments	6 002 residential buildings
Number of new mortgage loans origination	56 453 loans	N/A	N/A	101 746 loans

### 5.7.2 Market overview - CEE (Hungary, Romania, Poland) for-sale-residential real estate market

#### Structural demand

The main driver in the CEE residential market is driven by the structural demand rather than cyclical factors. Low quality and aging communist era housing stock dominates the housing landscape. 84 % of dwelling stock in Hungary, 75 % in Poland and 90 % in Romania was built before 1990, most of which are low quality, prefabricated communist era housing. Based on EU statistics, the CEE region countries have the highest "severe housing deprivation rate" meaning the percentage of population living in the dwelling which is considered as overcrowded, while also exhibiting at least one of the housing deprivation measures.

Chart below represents the ratio for 2018 based on EU statistics



Source: Eurostat

Annual renewal rates of the housing stock (of 0.3 % in Hungary, 0.6 % in Romania and 1.2 % in Poland)



imply many years of visibility to upgrade the existing stock. Urbanization and inward migration to Warsaw, Budapest, Bucharest and key university cities drives increasing demand in the Issuer's target urban areas despite weaker countrywide demographics.

A reduction in the average household size is the main factor in demographics, leading to an increase of 14 % in the number of households in Poland and 8 % in Hungary since 2005.

#### Government housing policies

Government measures may help to stimulate the demand for residential flats, which measures became a key political intention. Examples of measures include home purchase subsidy program, VAT relief, real estate loans guaranteed by government, supporting program for family housing, subsidized mortgage loans, grant, etc.

#### Structural broadening credit access

Mortgage penetration is low all across CEE - household mortgage loans to GDP ratio is less than 20 % in Hungary and Romania. Especially in Romania the residential market still has very significant potential. The average mortgage debt ratio for the adult population was EUR 895 at the end of last year, compared with EUR 2,991 in Poland and EUR 1,683 in Hungary, while the share of mortgage credit in GDP is only 7.6 % (compared ~15 % in Hungary), according to Hypostat 2018 (source: A Review of Europe's Mortgage and Housing Markets) and is around 34 % in Poland, that is well below Eurozone's average of ~50 %.

Supportive and stable banking system with strong capital base (core capital ratios of a 17 % on average in CEE) exceed the EU average of 13 % and allow for stable long-term credit supply, so as low-to-mid-teen return on equity (ROE) for the CEE banking sector which is higher than 9 % EU average.

#### **5.7.3 For-sale-residential market overview - Hungary: Budapest**

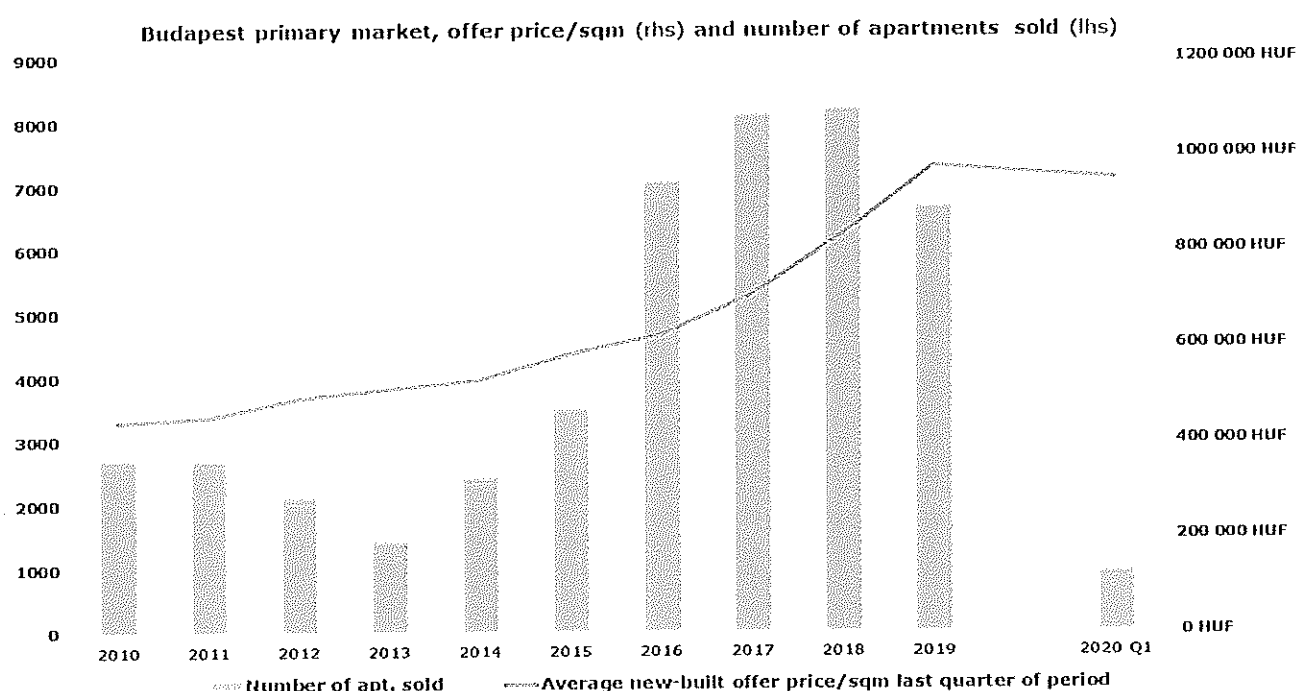
Currently near 3,600 apartments are under construction by Cordia Group, with a total net sellable area of ~200,000 square meters in Budapest. In addition, 20 more projects are in the pipeline in different stages of preparation, representing approximately 3,800 units with a total area of approximately 240,000 square meter for future development in Budapest.

Residential prices showed a dynamic increase over the last years, well above the regional and the EU average. The average new home price rose by 17 % year-over-year to HUF 974,000 (EUR 2,900) per square meter in Budapest last year.

The increase of household income, the permanently low interest rates along with consumer-friendly loan constructions and government's Home Purchase Subsidy Scheme for Families all strengthened the demand in 2019. At the same time, however, the abolition of the VAT reduction for newly built dwellings began to restructure the market resulting in decline in the number of newly launched projects (-15% compared to 2018) and more complex pricing due to VAT differences.

By the first quarter of 2020 the smooth and steady increase of the prices of newly built flats seemed to have halted, yet apartment prices were 10% higher compared to the same period of the previous year. After many years of expansion, the newly built market showed a slight contraction due VAT change. The number of newly-launched apartments fall dramatically (by 60% compared to the former quarter), the transactions more modestly (by 40 % compared to the former quarter), resulting shrinking in the supply by -10% in Q1 2020. Before COVID-19 pandemic moderately rising prices and a significantly contracting supply were expected in the primary market. The average gross rental yields were around 5%.

Chart below presents long term data for number of apartments sold and average offer prices in years 2010-2020.



Source: Cordia Group

In 1Q2020 new-built average offer prices/sqm declined slightly by -2,5% compared to 4Q2019 in Budapest reaching 949 000 HUF/sqm but they were still up by 9,1% comparing to 1Q2019 average of 870 000 HUF/sqm. However due to changes in a VAT schedule, we believe that the mix of dwelling offered in 1Q2020 is incomparable to the mix offered at the end of 2019.

The European Committee forecast GDP growth in Hungary of 3.2 % in 2020, not considering the effect of pandemic. Based on the early estimations in mid-April, government expects 3% economic downturn in 2020. Morgan Stanley expects 5% downturn in 2020 and 2.5% growth in 2021, assuming that Central European economies will follow a V-shaped recovery.

The domestic housing credit-to-GDP and loan penetration can be still considered low internationally, according to the National Bank of Hungary (NBH). According to NBH, the recently extended Home Purchase Subsidy Scheme for Families (*Családi Otthontermelési Kedvezmény*) continues to support demand for housing loans.

The number of households is increasing, mostly in the capital city. Budapest is attracting population in hope of finding jobs, resulting in mass movement from the country to the capital.

#### Effect of the COVID-19 pandemic on Hungary's new housing markets with special focus on Budapest

A decrease on both the demand and supply sides of residential market was observed in March and April, however signs of returning interests can be detected by increasing registration numbers in mid/late May 2020.

Key developers of residential industry were able to switch quickly to virtual presentations and fully digital closings. Uncertainty about the future condition of the market, might decrease number of new development projects to be launched. Most of the on-going projects on the market are in advanced development stage and more than two-third of the marketed flats have already been sold. As a result of these two effects, the supply might continue to shrink.

Strong balance sheet position of most of the developers should support stabilisation of the offered prices. In the case of projects launched with 5% VAT, investors will be able to sell the apartments with this VAT rate until the end of 2023, therefore there is no explicit time pressure for the sale. In the case of projects applying 27% VAT, the gross offer price of dwellings increased at latest in January 2020 due to VAT change.

In longer term, price might decrease due to the decline in construction costs. Less newly launched development projects can reduce the construction capacity shortage and might lead to lower building costs.

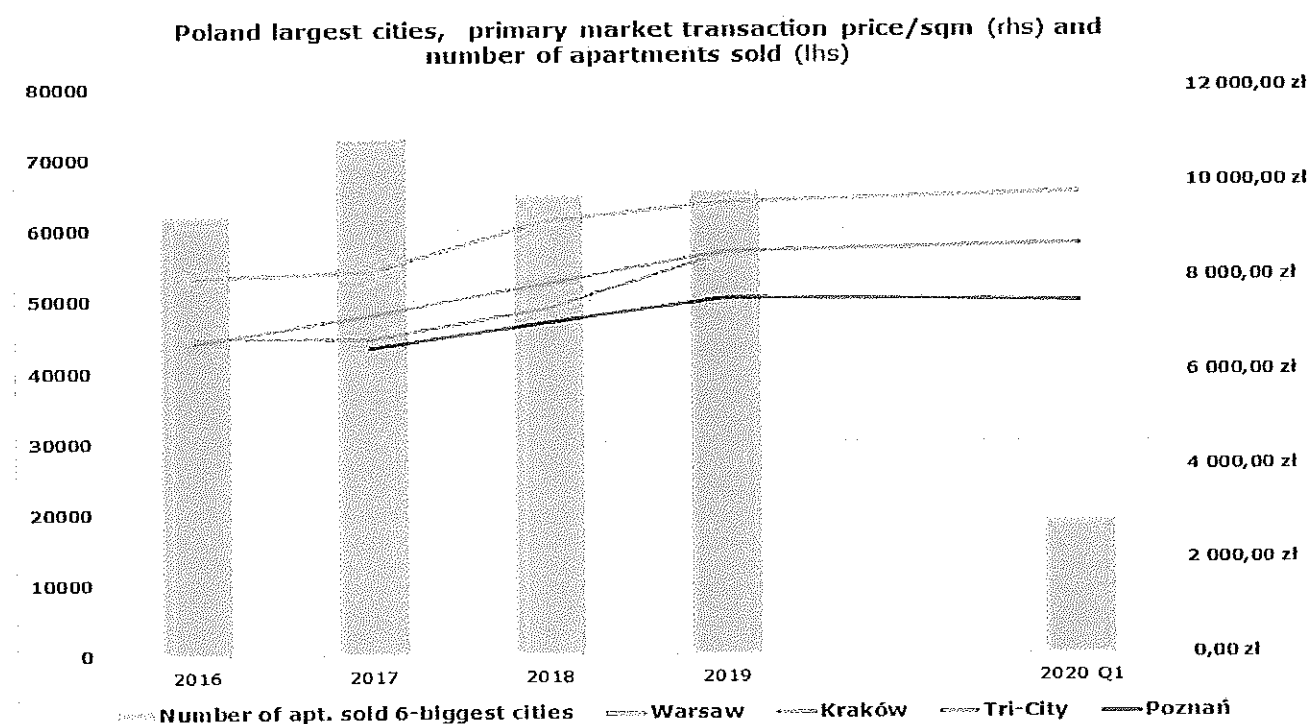
The collapse of tourism affected short-term rental in the capital. Moratorium on repaying mortgages until the end of the year give landlords ability to adjust to new environment. In short term, it resulted the expansion of the supply of apartments for long term rent at lower rental fees, but the number of apartments offered for sale have not increased yet on the secondary market.

#### 5.7.4 For-sale-residential market overview - Poland: Warsaw, Krakow, Tri-City

Cordia Group has sold in Poland (Warsaw and Krakow) almost 1,000 residential units.

557 apartments are in construction with a total area of approximately 28,600 square meters that was or is expected to be completed during 2019 and 2020. In addition, Cordia Group has some more project in different stages of preparation, with approximately 1,300 units for future development in Warsaw, Krakow and Gdansk and development lands are sought for purchase also in Wroclaw and Poznan.

In 2019 average new-home transaction prices rose by 4 % to EUR 2230 per square meter in Warsaw and by 15% to EUR 1980 per square meter in Krakow. Comparing to 2017 price growth was 18% and 27% respectively. On average 6% gross rental yield was achievable in both cities in 2019.



Source: JLL

According to the market research of the Issuer the highest offer prices of residential apartments in Poland are in Warsaw, with an average square meter price of new homes amounting to PLN 10 500 (EUR 2450) in the 4Q of 2019. Year on year 4<sup>th</sup> quarter prices increased by almost 9%.

Also transaction prices in other Polish cities increased significantly in 2019 as well. In TriCity (Gdańsk, Gdynia,

Sopot) it was +8,6% and in Poznań it was +7,1%, reaching PLN 8 528 and PLN 7 542 respectively.

In 2019 number of transactions for newly build houses increased slightly by 0,7% to 65,6 thousand in six observed cities. Despite it was still 10% down comparing to record 2017, the value of overall market reached new high.

The rise of the prices was driven by strong first/larger apartment demand, supply shortages, and higher construction costs, as well as a declining share of low-cost MdM programme ('Housing the Young') scheme units, after the programme was closed in January 2018. Another driver was investment demand due to attractive rental yields comparing to banks deposit offer.

Q1 2020 turned out to be a very good period for developers operating in the housing industry as well. With total, 18,900 apartments sold on the six largest markets, it was 7% up vs. previous quarter and 14% more than in Q1 2019. Also average transaction prices in Warsaw, Kraków and Tri-City experienced increases vs 4Q of 2019 by 2% in this cities. In Poznań prices performance softened by -0,7% comparing to 4Q of 2019.

The highest level of sales in projects planned to be completed in the next 12-24 months was recorded in Warsaw where 53% of units were sold. More than half of the units from the corresponding pool were also sold by developers in the Tri-City, and almost half in Kraków. Developers entered 2020 year with record low offer of 13 thousand apartments in six biggest cities, the lowest level since 5 years.

#### Effect of the COVID-19 pandemic on Poland's new housing markets with special focus on Cordia's cities of development

##### a) The weaker results of the new supply

Since the beginning of 2020, around 13,000 new units have been put up for sale, i.e. 26% less than in Q4 2019 and 23% less than a year ago. The weaker results of the new supply could be partly caused by administrative problems related to the extension of the procedure for obtaining building permits.

##### b) Mood changes of consumers

In mid-April, the Statistics Poland published a monthly consumer confidence indicator study, which was the first to take into account mood changes caused by the epidemic. The indicator for the question "currently making important purchases", closest to the survey of real estate purchases, decreased from +12 in March to -47 in April.

##### c) Change of lending policies

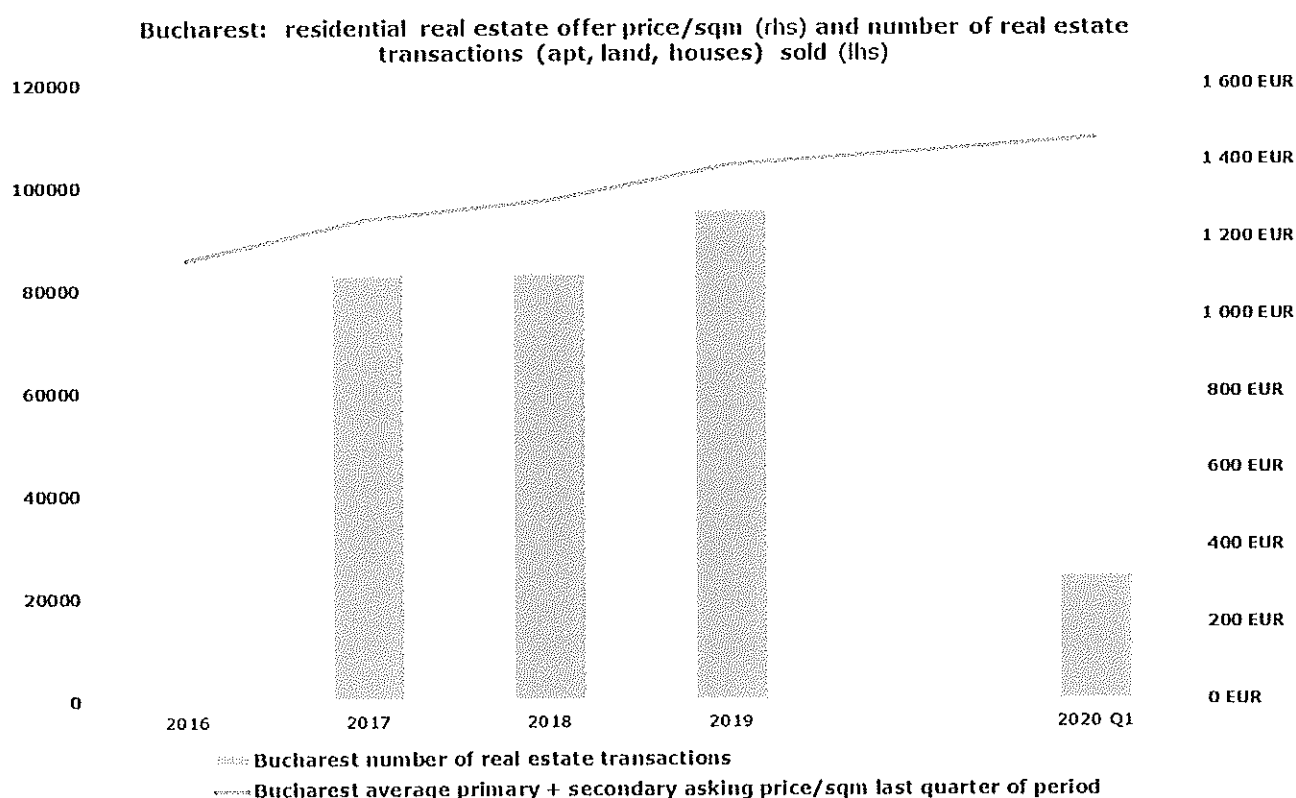
According to JLL Poland, lending to individuals might decrease due to both the reduction in loan supply and the reduced demand caused by the outflow of investment buyers but also by lower propensity for borrowing among clients who want to satisfy their own housing needs. Loan supply might tighten due to :

- increased down payment requirements and total departure from high LTV loans (down payment of less than 20%), even those with mortgage insurance,
- stricter loan underwriting rules (in practice, this will mean restricted lending to employees with work contracts in sectors unthreatened by group layoffs, freeze on lending to the self-employed, contract workers), raising the average interest margin to at least 2.5%,
- Raising loan origination fees.

Cordia Group is developing its second residential project in Romania, in Bucharest. Parcului20, a 485-apartment condominium is located in the Expozitiei area, North Bucharest. The condominium is the only smart residential project in Romania, and the fact that over 50 % of the apartments in Parcului20 qualify for the 5% VAT which is another strong selling proposition.

In Romania, the national total number of real estate transactions (land, apartments, houses) concluded was 540 180 during in 2019, which represents a 4% decline compared to the similar period of 2018 (when almost 563 501 properties were traded). The highest transaction number was in Bucharest (95 557) and Ilfov (47 555), followed by Timis (31 328), Cluj (29 818), Braşov (29 351), Iaşi (18 206) şi Constanţa (17 372).

In Bucharest, in 4Q 2019, the average asking price for both secondary and primary market was EUR 1 390 per sqm, up 8,5% compared to the same period in 2018. Compared to 2017 end, the average price for new buildings increased almost 18%.



Source: Cordia Group, Analizemobiliare.ro

In 1Q2020 in Bucharest, total number of real estate transactions (land, apartments, houses) concluded was 24 405, that was 16% lower comparing to 4Q2019, but still 22% higher than almost 20 000 transactions in 1Q2019. Number of "individual units" transactions increased by 9% in 1Q2020 compared to 1Q2019.

In Bucharest, in Q1 2020 the average asking price (old and new apartments) reached a EUR 1 460 , up 4,7% comparing with Q4 2019. Comparing to 1Q2019 prices were up by 6,9%. Price development and number of transactions in Romanian capital in recent years is presented below:

According to Imobiliare.ro Index, the Bucharest average asking price for new residential unit reached EUR 1 416 in March 2020, that was down 5,8% comparing to February 2020. On April average asking price in increased slightly to 1 451 EUR per sqm.

The beginning of 2020 was a promising one for the residential market. According to data published by the NIS, 67 512 homes were completed nationwide in 2019, the highest number of homes completed in a single year in the last 30 years.

According to National Agency for Real Estate Advertising and Cadaster (ANCPI) in 1Q2020 total number of sold properties in Romania was over 133 000, an annual increase of 14.7%. Including 48 379 properties sold in March 2020, it was 3 813 more than similar period in 2019.

According to JLL, The effects of COVID-19 on the real estate market have been felt since 9th March , by the sharp decrease in both the purchase intention and the number of homes put up for sale. Between March 9 and March 29, there was a decrease in demand of up to 70% and fewer apartments and houses were put up for sale, compared to the beginning of the month, in the six most important cities. However, starting with March 30, the data indicate a gradual return of interest in the purchase of housing, with an average weekly increase of 10% in this regard.

The shortage of available properties for sale existed before the COVID crisis broke out. This deficit might to increase further, so it is important that developers of residential projects and lending banks continue to invest in new construction. Demand has not completely disappeared, and buyers and investors in advanced stages of purchase still have confidence in the market. However, the reduction in the volume of transactions in the coming months will make it difficult to measure price developments and estimate the market value of real estate.

In March 2020, transactions decreased by only 2.4%, despite the restrictions caused by the COVID-19 epidemic. In March 2020, 48,379 properties (dwellings and land-plots) were sold nationwide, with 1,192 fewer compared to February 2020, according to data from the National Agency for Cadaster and Real Estate Advertising (ANCPI).

#### 5.7.6 *For-sale-residential market overview - Spain*

Cordia Group started its Spanish operation in 2019 with the acquisition of a plot of land for approximately 100 units town-houses residential development with a gross saleable area of 14,000 square meters at Costa del Sol, Marbella. The plot is located in the area called La Montúa, at the feet of the mountain, with sea views. In December 2019 Cordia Group acquired the second asset in the Costa del Sol, a plot of land in Fuengirola urban area, some 150 meters from the beach, for a project of 116 apartments focusing in the high segment of the market called Jade Tower ([www.jadetower.es](http://www.jadetower.es)). Both land plots are located in Malaga Province.

Housing demand in Spain is concentrated in metro areas and Mediterranean markets, 26 % of transactions are in the metropolitan area of Madrid and Barcelona, other 25 % are in Mediterranean markets like Malaga Province.

According to the [Instituto Nacional de Estadística](http://inec.es) (INE) number of transactions on residential real estates in Spain fell by 2.2% in 2019 to almost 570 000 of units, after increasing by 9,5% in 2018 and 16,3% in 2017. However value of the market increased to EUR 86,4 billion up by 2,9% compared to 2018. The number of transactions for second-hand houses dropped 4% but increased slightly by 1.3% for newly built houses.

The activity and prices in recent years was driven by foreigners buying homes on the coast and in cities like Barcelona. It was strengthened by improving Spanish economy and increasing internal demand supported by falling unemployment and increasing wages.

Costa del sol is an international market, where the main drivers are the foreign secondary home buyers from each part of the world. It is estimated, that they represented about 30% of demand in 2019. Large part of

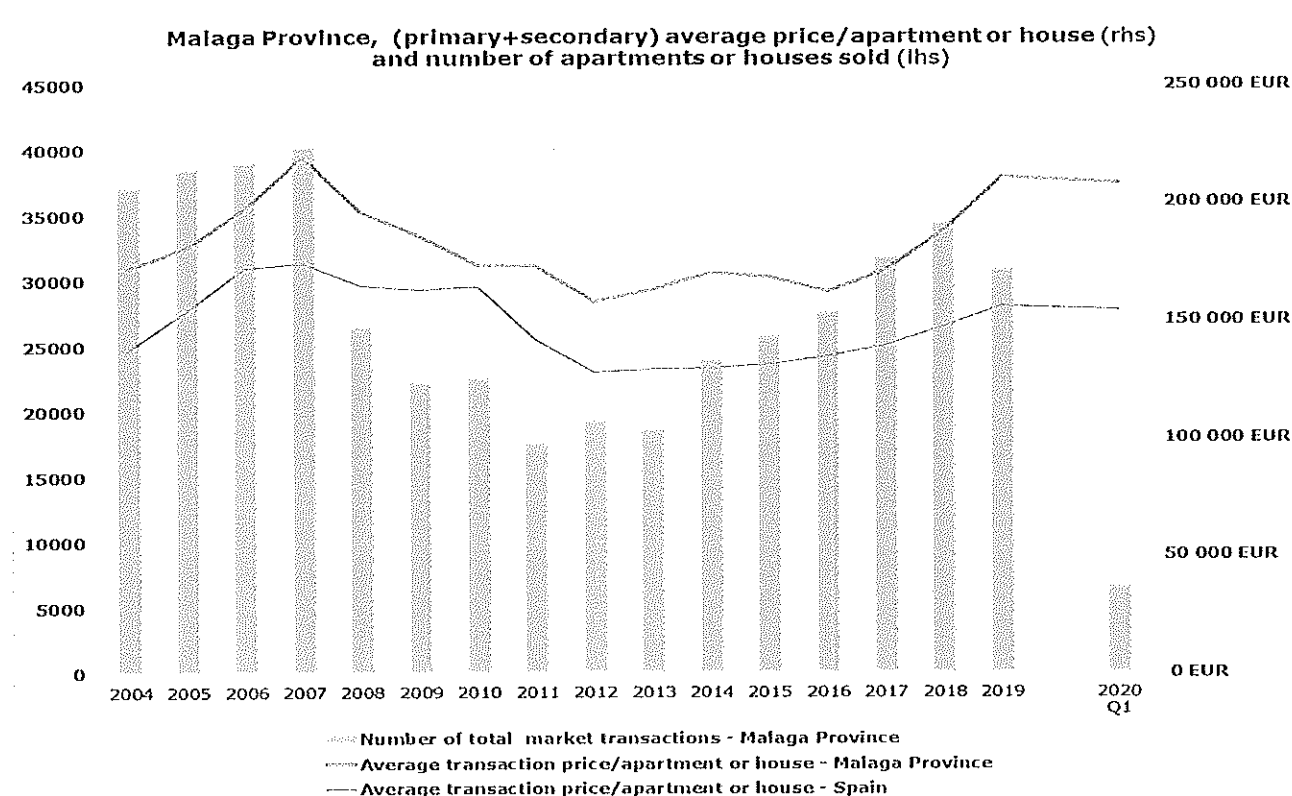
demand was driven by North Europeans who want to settle down in the region. The developments of the past decade of the City Malaga made the whole Costa del Sol region much more attractive for local and international buyers and investors.

In 2019 Malaga Province had the most sales in proportion to the size of its market, according to the Ministry of Development: 34 homes per 1,000 existing (the national average was 22.1).

Development activity also set record last year, as this province achieved the highest number of new-building permits in Spain in proportion to the volume of its market: 10.7 building permits per 1,000 homes. Navarre and Madrid followed with 7.9 and 7.4 building permits, respectively (the national average reached 4.1).

Most of the residential development businesses in the region are small and medium sized companies.

Chart below presents average historical apartments/houses transaction prices in last quarter of each year, and the number of transactions in last 17 years in Malaga Province, where Spanish activity of Issuer is based. In 2019 average price increased by 12,1% yoy to EUR 210 000, and 23,2% since bottom in 2016. Average price was almost EUR 55 000 higher than average for Spain. Value of all residential real estate transactions in Malaga Province reached EUR 6,3 billion, and was up 3% in line with growth in Spanish market. Average prices increased above 14% in a region, way stronger than 5,2% on whole Spanish market.



Source: INE, Cordia Group

In 1Q2020 in Malaga Province number of transactions and value of them decreased by -13,5% and -1,9%, respectively comparing to 1Q2019. The average price for apartment/house was still up by 13%. However comparing to 4Q 2019 average prices declined by 1,1% (number of transactions decreased by 22%). Residential market has been in hibernation since mid-March 2020 after introducing state of emergency in Spain. It is estimated, that sales activity decreased by 90% in last 2 weeks of the quarter.

Any forecasts of the real estate market behavior in upcoming quarters in the region is biased with high level

of uncertainty, and will depend on: Spanish economy performance, lifting travel ban to Spain from foreign countries, access to loans both by internal and foreign investors etc.

## **5.8 Competitive positioning**

### **5.8.1 Market positioning at the for-sale-residential markets**

#### Market share

##### **Hungary**

Cordia Group has maintained a strong, sustained market leadership in Hungary in the past 13 years.

The market share of Cordia Group exceeds 10 % on the whole newly build residential market in Budapest. The total market supply in last 4 years was 6-8,000 units per annum. Cordia Homes are mid-market products representing 60-70 % of the total market. The market share of Cordia Group is 20-25 % in the target markets (segment and geography), where the Issuer is operating. 20% of the supply which can apply 5% VAT is offered by Cordia Group in Budapest.

With the February acquisition of 360°/Marina City land complex Cordia secured its next urban regeneration project with a size allowing residential developments for the following 10 years minimum.

##### **Poland**

Cordia Group has built the infrastructure to support growth to become a top 10 player in the Polish market. With the recent acquisition of ~ 93% of Polnord S.A., the purchase of major development land complexes in Poznan (Modena) and Warsaw (Perun) Cordia has made a significant size leap to reach this target.

Strategy has focused on developing selective projects that meet Cordia Group's profitability and quality requirements.

Market is more fragmented than in Hungary and current market share is modest, but management experience and parent support provide access to leading deal flow.

Total market contains in recent years: Warsaw: 24-28,000; Krakow: 10,000; Tri-City: 8-9,000 units per annum.

Mid markets representation in the total markets approximately: Warsaw: 70 %, Krakow: 60-70 %, Tri-City: 60 %.

Estimated effect of Polnord acquisition: with the acquisition of Polnord S.A. Cordia has increased its land bank by a cca. 7,500-8,000 residential units potentially to be developed. The most important elements of this massive and bank are Old and New Wilanow in Warsaw and Stogi in Tri-City (Gdansk).

##### **Romania**

Cordia Group built infrastructure to become a significant player in the Bucharest market. Mid-market is cca. 50-60 % of the total market of 5-6,000 units per annum (excluding Ilfov- metropolitan area). Cordia Group uses cautious and selective approach to land acquisition and project development. Under proper acquisition management Cordia Romania has secured options for the following projects: Coralilor Plot/ Coral Residence, Petricani, Navigatorilor, Laminorului**Spain**

Besides the actual situation with Covid-19, Spain will remain as a destination for foreign buyers. These projects in the Costa del Sol are considered to be a seeding or test projects and will be organically continued by further projects if project proceeds according to the plan. Jade Tower is set to be the first project to be launched by



Cordia Group in Costa del Sol. Located in Fuengirola urban area, some 150 meters from the beach, the project is focusing in the high segment of the market, consisting of 116 apartments with underground parking spaces and storages, and splendid common areas including exterior infinity swimming pool, SPA, gym, social area, co-working space and a cinema room.

The second project in the pipeline is a plot of land for approximately 100 units town-houses residential development with a gross saleable area of 14,000 square meters at Costa del Sol, Marbella. The plot is located in the area called La Montúa, at the feet of the mountain, with sea views.

Cordia Group remains actively looking for opportunities in the Spanish market, with focus in the main capital cities in Spain, Madrid and the surroundings, Barcelona and the surroundings, Málaga and Costa del Sol being the main focus.

## **5.9 Strategic partners and cooperation**

### *5.9.1 Futureal Group*

Both Futureal Group and Cordia Group is ultimately owned by the Futó family. Residential developments (with the exception of one location) are developed by Cordia Group, while Futureal Group is involved in large-scale mixed-use urban renewal projects, office and retail developments, redevelopment projects and commercial property investments.

The original operation of Cordia Group has historically been within Futureal Group and it has recently been separated to operate as an independent entity focusing on residential developments with separate corporate structure and separate organization.

The two groups cooperate in certain projects (for example in mixed-use projects like Corvin Promenade) and certain functions (like aggregating purchasing, deal sourcing and due diligence). In addition, internationally, Cordia Group's management companies and Futureal Group's management companies may, from time to time provide certain services to each other on an arm's-length basis in order to optimize costs or use special capabilities.

### *5.9.2 Pedrano Group*

One of the main strategic partners of Cordia Group is the Pedrano Group (Pedrano Construction Kft., Pedrano Homes Kft. and their subsidiaries) with the cooperation existing for over a decade now. Pedrano Group has been a stable, dependable participant in the private client market of the Hungarian construction business for more than 10 years. Futureal Group and Cordia Group manage most of their construction projects in Hungary through Pedrano Group (Pedrano Construction Kft. and Pedrano Homes Kft.) as general contractors on a fully transparent basis on cost plus fixed margin contracts, generally ensuring 6% margin for Pedrano Group.

Pedrano acts as general contractor, manages the construction process and ensures Cordia Group's access to its wide subcontractor network, in addition it protects Cordia Group's project entities from several project level constructions related liabilities. On the other hand, Pedrano Group derives the vast majority of its revenues from Futureal Group and grants it absolute priority. Having regard to the close co-operation between Pedrano and Cordia Group, the Issuer has provided short term framework loan for the financing of Cordia Projects in order to support the ontime completion of the projects. The loan shall be repaid until the completion and handover of the relevant Cordia Project.

### *5.9.3 Finext Investment Fund Management Co. Ltd.*

Finext Befektetési Alapkezelő Zrt. (seat: 1082 Budapest, Futó utca 43-45. VI. em.; company registration

number: Cg.01-10-044934; tax number: 13052502-2-42; the "**Fund Manager**") acts as the fund manager of the investment funds belonging to Cordia Group and acts in accordance with the fund management rules (in Hungarian: "*kezelési szabályzat*") of these funds. In Hungary investment funds (including umbrella funds and sub-funds) are recognized as legal entities and authorized and registered by the NBH. The investment fund and their managers are regulated by the Act No. XVI of 2014 on Collective Investment Trusts and Their Managers, and on the Amendment of Financial Regulations, (the "**Finext Befektetési Alapkezelő Zrt.**") and Government Decree no. 78/2014 on the Investment and Borrowing Regulations for collective investment forms.

#### *5.9.4 Institutional co-investors*

Cordia Group has long-term strategic partnership with several institutional investors that have invested capital in Cordia projects through privately issued and closed ended investment funds controlled by Cordia Group, namely Finext Real Estate Opportunities One SICAV-SIF Sub-Fund and Finext Real Estate Opportunities Budapest SICAV-SIF Sub-Fund. The funds issued two classes of investment units: Class C is owned by the Cordia Group, Class P is purchased by the non-controlling investors. Based on the funds' management rules (in Hungarian: "*kezelési szabályzat*"), repayment of the original investments and distributions of profits and losses are to be made as follows:

- First, the amount of the original invested capital shall be returned to both Class C and Class P shareholders pro-rata to their invested capital. Potential losses are therefore suffered pro-rata, based on invested capital, neither Class P or Class C is given priority.
- After pro rata distributions equal to the invested capital to all shareholders, potential profits are not distributed on pro-rata basis but in different proportions changing based on the internal rate of return achieved by the Class P unitholders versus pre-agreed hurdles.

Cordia Group does not provide any guarantee on the return of the capital invested by the investors. Based on industry practice, net asset attributable to non-controlling investment unit holders are disclosed on a separate line in the consolidated financial statements.

### **5.10 Material Contracts in the ordinary course of business**

#### *5.10.1 Land sale and purchase agreements*

Contracts for the sale and purchase of the land plots are agreed on a case-by-case basis. In each case the documents contain terms and conditions standard for the respective market. In case of tenders or actions organised by State Agencies of Municipalities, the contracts are also negotiated by the parties, sometimes within less flexible but still market standard conditions. In Poland, Romania and Spain, in preparatory phase of the projects developers may also conclude preliminary sale and purchase agreements or option agreements which are capable to ensure the developers' title to obtain the land at a later stage of the development. These solutions are standard and well-functioning solutions on these markets of operation.

#### *5.10.2 General construction contracts*

General construction contracts (the "**GC Contract**") used in the countries of operation contain market standard provisions. The GC Contracts limit the developer's liability to the amount of the contractor's fee (which may be fixed or variable) and, in certain cases, to the delivery of the plans and drawings/building permit as well as lay down market standard performance guarantee undertakings for the on time performance of the general contractor. Also, the developers in certain cases (e.g. unacceptable delay in the construction due to the general contractor's fault) would be entitled to terminate the agreements which would also trigger the general contractors' penalty payment obligation. Nonetheless, penalty payment obligations of the general

contractors are capped.

In Hungary, the guarantee obligation of the general contractors derives from mandatory provisions of law and is binding on the general contractors without separate guarantee undertaking. The general contractor shall maintain all-risk construction and installation (CAR) insurance for the whole construction period.

#### *5.10.3 Sale and Purchase Agreements*

Cordia Group's standardized contract templates, which are tailored to local legal and regulatory framework, provide very strong legal positions for the Issuer and its Subsidiaries. Sale and purchase agreement (the "**SPA**") templates are well elaborated documents providing strong legal position to the projects / the developer.

Accordingly, customer advances being part of the purchase price of the residential properties are key elements in cash flow planning: (i) high non-refundable deposit regime in Hungary and Romania (with limited exception as mentioned below) and (ii) continuous staged-payment system in Poland where the preliminary SPAs supported by the legislation protects the Subsidiaries from the unilateral termination of the agreements.

The above payment mechanism ensures that no material collection losses occurred in the sales history of Cordia Group.

#### *5.10.4 Joint venture agreement*

##### *5.10.4.1 Marina Life 1. and Marina Life 2.*

Marina Life 1. and Marina Life 2. projects are developed by the Cordia Global Real Estate Development Umbrella Fund - Cordia Global 6. Subfund. The owners of the investment units issued by the Cordia Global 6. Subfund are Cordia Lands Ltd. (50 %) and Termina Kft. (50 %), member of Ofer Investment Group, as a joint venture (JV) partner of Cordia Lands Ltd.

In compliance with the provisions of the JVA (joint venture agreement) (i) Cordia Group provides real estate development management services to the projects, therefore the project is managed by Cordia Group however (ii) there are certain major decisions in relation to the development that shall be adopted by Cordia Lands Ltd. and Termina Kft. jointly, with certain voting mechanisms specified in the JVA. Due to the fact that the construction and the development of the projects are in an advanced stage, the main major decisions were already adopted. Based on the JVA the ratio of the investment is 50 – 50 % between the Cordia Lands Ltd. and Termina Kft. and the settlement of the profit is also 50 – 50 %.

##### *5.10.4.2 Fuengirola Joint Venture Agreement*

On 29 November, 2019 Cordia Development Servies Company S.L ("**CDSC**") a wholly owned subsidiary of the Issuer entered into an Investments and Shareholder Agreement ("**Investments and Shareholder Agreement**") with Otero Patrimonial S.L ("**Otero**"), a Spanish residential real estate developer, regarding the acquisition, implementation and development of a residential project located in Fuengirola, Spain ("**Fuengirola Project**"). CDSC and Otero established a Joint Venture Holding Company ("**JV Hold Co**") owned 90% by CDSC and 10% by Otero and the JV Hold Co is the exclusive owner of Cordia Fuengirola Development Company S.L. owning exclusively the Fuengirola Project. The development of the Fuengirola Project will be managed by Cordia Group and Otero will provide certain management, marketing, design and development services all in accordance with the provisions of the Investments and Shareholder Agreement.

The Fuengirola Project is currently at permitting phase.

#### *5.10.5 Co-investment agreements*

Sub-Fund particulars (fund policies) of the sub-funds of Finext Reals Estate Funds and their by-laws (side letters) and related service contracts which are referred to in Section 6.9.4 (*Institutional co-investors*) above.

#### *5.10.6 Credit Facility Agreements*

In Hungary Poland and Romania, certain Subsidiaries have entered into various credit facility agreements with prominent banking partners primarily for the purpose of financing its projects. A long-term relationship is maintained with most of these financing partners allowing. List and details of certain terms of the credit facility agreements are included in the consolidated financial statement of the Issuer for the financial year ended on 31 December 2019.

Credit facility agreements contain market standard provisions, such as restrictions on the redemption of investment units, restrictions on dividend payment or other type of distributions until the full repayment of the loans, with the exception of those credit facility agreements where certain limited amount of invested project equity may be refinanced by the lender and paid back to the owners of the respective Subsidiaries if and when the conditions set for such refinancing are met by the project, potential cross-default clauses related to other liabilities on the project entity level or, in some cases, on the group level. In most of the cases, financed projects themselves serve as collateral for the repayment of the debt borrowed and, accordingly, credit facility agreements are typically secured by land charges, real estate mortgages and, occasionally, backed with payment guarantee by the Issuer, for example completion or cost overrun guarantees.

### 5.11 List of the Projects of Cordia Group

For the details of Cordia Group's projects as of 31 March 2020 please see Annex 4 (*Details of the Subsidiaries*) of this Information Memorandum.

List and main details of Cordia Group's projects as of 31 March 2020 are outlined in the tables (charts) below.

Chart 1: Projects completed (before end of March 2020)

Project name	Place of operation	Status	Completion year	NSA TOTAL sqm	Apartments (units no.) total	Contracted units end of 1Q 2020	Units handed over end of 1Q 2020
Corvin Atrium 1 (122A 1)	Hungary - Budapest	completed	2018	14,414	266	257	257
Kapás 21	Hungary - Budapest	completed	2018	6,952	100	100	98
Rózsa 55	Hungary - Budapest	completed	2019	9,537	157	157	154
Corvin Atrium 2 (122A 2)	Hungary - Budapest	completed	2019	14,784	273	273	269
Young City 1	Hungary - Budapest	completed	2020	8,033	147	147	76
Zielone Bemowo 1 / Lazurowa	Poland - Warsaw	completed	2019	7,446	118	116	110
Cordia Supernowa / Lena	Poland - Kraków	completed	2019	8,659	185	184	183
<b>TOTAL COMPLETED (nearly fully sold &amp; delivered)</b>				<b>69,826</b>	<b>1,246</b>	<b>1,234</b>	<b>1,147</b>

Chart 2: Projects under construction (as of end of March 2020):

Project name	Place of operation	Status	Completion year	NSA TOTAL sqm	Apartments (units no.) total	Contracted units end of 1Q 2020
Thermal/Zugl63	Hungary - Budapest	construction	2020	14,485	202	172
Grand Corvin 1 (Corvin 122B 1)	Hungary - Budapest	construction	2021	10,738	194	156
Grand Corvin 2 (Corvin 122B 2)	Hungary - Budapest	construction	2022	19,010	366	140
Young City 2	Hungary - Budapest	construction	2020	11,658	217	207
Young City 3	Hungary - Budapest	construction	2021	11,968	215	83
Grand'OR	Hungary - Budapest	construction	2021	5,567	110	82
Centropolitan (Bacs6 B)	Hungary - Budapest	construction	2021	6,577	138	84
Universo	Hungary - Budapest	construction	2022	13,307	260	90
Akademia Garden	Hungary - Budapest	construction	2020	16,238	306	145
Sasad Resort 1 HILL & SUN	Hungary - Budapest	construction	2020	14,277	99	91
Sasad Resort 2 HILLTOP	Hungary - Budapest	construction	2020	9,199	112	68
Marina Garden	Hungary - Budapest	construction	2020	16,056	275	275
Marina Portside	Hungary - Budapest	construction	2020	19,668	287	114
Marina Life 1*	Hungary - Budapest	construction	2020	13,246	207	155
Marina Life 2*	Hungary - Budapest	construction	2021	13,374	207	83
Zielone Benowo 2 / Lazurowa	Poland - Warsaw	construction	2021	10,972	200	101
Horyzont Praga / Rodziewicz6wny	Poland - Warsaw	construction	2021	10,236	168	41
Życzkowski6iego / Lotnicz66wka	Poland - Krak66w	construction	2020	4,083	70	42
Polnord projects**	Poland - Warsaw & Gdańsk	construction	2020/21	57,200	1,040	712
Parcului 20 phase 1	Romania - Bucharest	construction	2021	15,305	265	96
<b>TOTAL UNDER CONSTRUCTION</b>				<b>293,164</b>	<b>4,938</b>	<b>2,937</b>

\*Cordia holds 50% stake in the project

\*\*Cordia increased its stake in Polnord S.A. from 65.66% as end of March to 92.92% as of 9 of April and took over control over Polnord S.A. in early April

Chart 3: Projects in preparation (planning phase):

Project name	Place of operation	Status	Completion	NSA TOTAL	Apartments (units no.)
			year	sqm	total
Thermal Zugló 4	Hungary - Budapest	under preparation	2023	7,547	112
Thermal Zugló 5	Hungary - Budapest	under preparation	2025	13,653	199
Kertész 21	Hungary - Budapest	under preparation	2024	7,008	120
Vaskapu 32-34	Hungary - Budapest	under preparation	2026	5,859	101
Vaskapu 43-45	Hungary - Budapest	under preparation	2025	12,343	225
Vaskapu 47-49	Hungary - Budapest	under preparation	2024	12,343	225
Konkoly Thege	Hungary - Budapest	under preparation	2025	7,565	64
Sasad Resort 2 SUNRISE (SR7)	Hungary - Budapest	under preparation	2027	11,060	153
Sasad Resort 3 PANORAMA	Hungary - Budapest	under preparation	2025	10,690	136
Sasad Resort 4 SKY (SR8)	Hungary - Budapest	under preparation	2027	10,761	148
Sasad Resort 5 SUNLIGHT or SUNSET (SR3)	Hungary - Budapest	under preparation	2026	4,870	70
Sasad Resort 5 PARK (SR4)	Hungary - Budapest	under preparation	2027	6,063	82
Gellérthegy u (Naphegy 12)	Hungary - Budapest	under preparation	2023	3,522	42
Illés st.	Hungary - Budapest	under preparation	2025	7,607	162
Futó 5	Hungary - Budapest	under preparation	n/a	5,500	100
Bimbo 155	Hungary - Budapest	under preparation	n/a	1,242	8
Fonyód	Hungary - Budapest	under preparation	n/a	9,500	145
Marina City (360/Moder) (resid. units / NSA only)	Hungary - Budapest	under preparation	2024~	165,000	3,000
Fantazja (Kopaliniana) 1	Poland - Warsaw	under preparation	2022	9,229	147
Fantazja (Kopaliniana) 2	Poland - Warsaw	under preparation	2022	1,353	35
Jaskowa Dolina 1	Poland - Gdansk	under preparation	2022	5,786	97
Jaskowa Dolina 2	Poland - Gdansk	under preparation	2023	7,296	118
Rogoznińskiego 1	Poland - Kraków	under preparation	2023	10,252	156
Rogoznińskiego 2	Poland - Kraków	under preparation	2023	2,633	45
Wielicka / Jerozolimska	Poland - Kraków	under preparation	2022	7,940	163
Bokerska	Poland - Warsaw	under preparation	2023	14,000	248
23 Marca / Sopot	Poland - Sopot	under preparation	2023	7,503	112
Perun	Poland - Warsaw	under preparation	2023	19,539	358
Krokusowa	Poland - Kraków	under preparation	2022	5,313	101
Modena 1	Poland - Poznan	under preparation	2022	13,924	264
Modena 2	Poland - Poznan	under preparation	2023	7,967	162
Modena 3	Poland - Poznan	under preparation	2024	10,209	209
Modena 4	Poland - Poznan	under preparation	2025	7,137	175
Polnord projects, core residential land bank *	Poland - Warsaw & Gdansk	under preparation	2024~	175,600	3,440
Parcelul 20 phase 2	Romania - Bucharest	under preparation	2022	12,111	220
Laminorul 1	Romania - Bucharest	under preparation	n/a	25,168	272
Laminorul 2	Romania - Bucharest	under preparation	n/a	21,159	268
Navigatorilor	Romania - Bucharest	under preparation	n/a	9,277	124
Colariilor 1	Romania - Bucharest	under preparation	n/a	9,305	167
Colariilor 2	Romania - Bucharest	under preparation	n/a	10,996	198
Colariilor 3	Romania - Bucharest	under preparation	n/a	10,996	198
Colariilor 4	Romania - Bucharest	under preparation	n/a	10,996	195
Marbella - La Montua	Spain - Marbella	under preparation	n/a	14,036	82
Jade Tower**	Spain - Fuengirola	under preparation	n/a	12,037	116
TOTAL UNDER PREPARATION				743,895	12,762

\*Cordia increased its stake in Polnord S.A. from 65.66% as end of March to 92.92% as of 9 of April and took over control over Polnord S.A. in early April  
 \*\*Cordia holds 90% stake in the project

## 5.12 Overview of the Issuer's new strategic acquisitions carried out since November 7, 2019

Cordia Group's strategic acquisitions are summarized in the below table (EUR figures were calculated at exchange rates valid on the day of closing of the respective transaction)

<i>(in brackets: transaction timing)</i>	<i>figures in EUR million</i>	TOTAL EXPOSURE	CURRENT EXPOSURE
Acquisition of „MODENA“ urban redevelopment project POZNAN - POLAND (December 2019) – purchase price fully paid / no leverage		13.6	13.6
Acquisition of “PERUN” Redevelopment project WARSAW - POLAND / no leverage		10.4	3.0
Acquisition of the Jade Tower project in Fuengirola at Costa del Sol, Spain / no leverage		16.0	16.0
Acquisition of „360° / Marina City“ urban redevelopment project in District 13 Budapest – HUNGARY (purchase price is payable in installments, first paid in March 2020)		28.1	15.7
Acquisition of 92.92% (90.64m shares) in multiple transactions in 2020, concluded by the settlement of the public tender for shares in Polnord S.A. as of 9th of April 2020 / no leverage		52.6	52.6
Acquisition of 20.66% strategic stake in ARGO Properties N.V., a residential investment and residential rental company with activity in Dresden, Leipzig, Magdeburg and Berlin (March 2020), upfront payment of share purchase price / no leverage		34.4	34.4
<b>TOTAL</b>		<b>155.1</b>	<b>135.3</b>

The individual introduction to the above transaction follows in the below chapters.

The Issuer increased its stake in Polnord S.A. to 92.92% as of 9 of April and took over control over Polnord S.A. as of 10 of April.



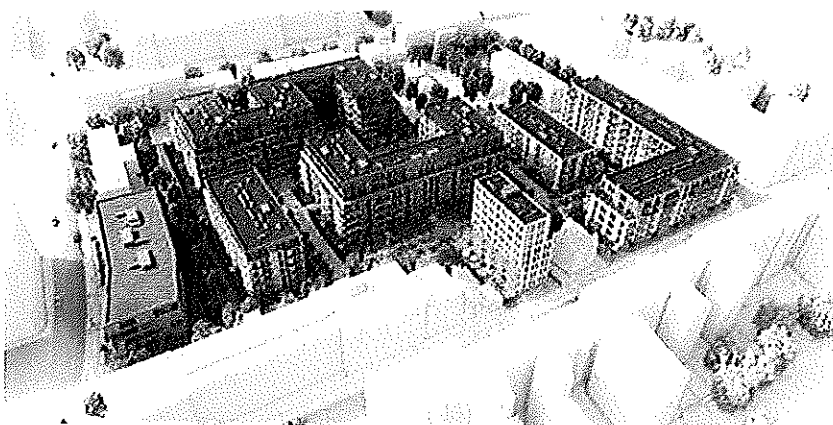
### 5.12.1 MODENA / Poznan (Poland)

Located on the banks of the Warta River, Poznan is the oldest city in Poland and the fifth most populous settlement, with 570 000 inhabitants. The size and scale of this venture make it far more than a simple residential project. Instead, it is about regenerating an entire neighborhood, in the heart of the city center. The Poznan development will see the creation of a new quarter that mixes residential and commercial functions. The multifunctional complex will be built around an existing avenue of grand sycamore trees. The area will be divided between public zones, which enable access to services, located on the ground floors of the buildings, and private zones, which can only be accessed by residents.

The first phase of the regeneration process will begin in 2021 and is scheduled for completion in 2023. The complex will be developed in close cooperation with the offices responsible for the conservation of monuments, municipal authorities and social organizations responsible for maintaining the historic character of Modena neighborhood. Modena acquisition is already represented in Cordia's financial statements as of December 31, 2019.

ACQUISITION CLOSING	December 2019
CORDIA INVESTMENT	EUR 14.7 million
TOTAL FORECASTED DEVELOPMENT COST	EUR 73.4 million
DEVELOPMENT EQUITY	EUR 15.2 million
PROJECT PHASES	4 phases, 4 buildings
NET SELLABLE AREA	39,23 sqm, 810 units
START OF CONSTRUCTION	Q2 2021
CONTINGATED FINAL HANDOVER	Q3 2025

Data source: Cordia non-audited business plan calculations, all estimated project figures may significantly vary



#### 5.12.2. PERUN / Warsaw (Poland)

Perun project is located at the Eastern part of Warsaw in Praga Poludnie district on Grochowska Street. The main entrance to the plot is at the Grochowska street, but from the South side it is almost bordering to Skaryszewski park, which is a very large and popular park in the area. The site is very well connected to the city center of Warsaw with tram and bus lines. The project is very special, because four historical buildings shall be kept and renovated during the development, which gives a unique possibility for us to create something remarkable. Perun acquisition is already represented in Cordia's financial statements as of December 31, 2019, although the transaction has not completely been closed, therefore it does not appear in the land bank.

ACQUISITION CLOSING	November 2019
CORDIA INVESTMENT	EUR 10.4 million
TOTAL FORECASTED DEVELOPMENT COST	EUR 42.0 million
DEVELOPMENT EQUITY	EUR 10.4 million
PROJECT PHASES	2 or 3 phases, 5 buildings
NET SELLABLE AREA	19,598 sqm, 358 units
START OF CONSTRUCTION	Q1 2021
CONTINGENT HANDOVER	Q1 2023

Data source: Cordia non-audited business plan calculations, all estimated project figures may significantly vary

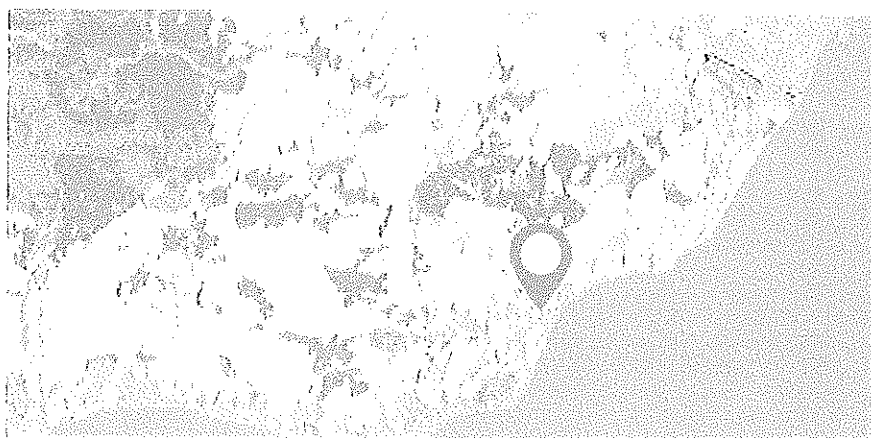


### 5.12.3 The JADE TOWER / Fuengirola at Costa del Sol (Spain)

Jade Tower is an extraordinary residential complex, of contemporary architecture and sustainable construction. It comprises a total of 116 splendid luxury apartments and penthouses, with garage and storage room, only 100m from the Mediterranean Sea. Their modern architecture breaks with the past and bets on innovation and progress. Architecture and construction are works of art, and they both should act as powerful sources of inspiration for today's society. Jade Tower is set to change the city skyline of Fuengirola and become part of its great community. The Jade Tower acquisition is already represented in Cordia's financial statements as of December 31, 2019.

ACQUISITION CLOSING	December 2019
CORDIA INVESTMENT	EUR 16.0 million
TOTAL FORECASTED DEVELOPMENT COST	EUR 48.2 million
DEVELOPMENT EQUITY	EUR 16.0 million
PROJECT PHASE	one phase, one building
NET SELLABLE AREA	12,037 sqm, 116 units
START OF CONSTRUCTION	Q4 2020
CONTEMPLATED HANDOVER	Q3 2022

Data source: Cordia business plan calculations, all estimated project figures may significantly vary

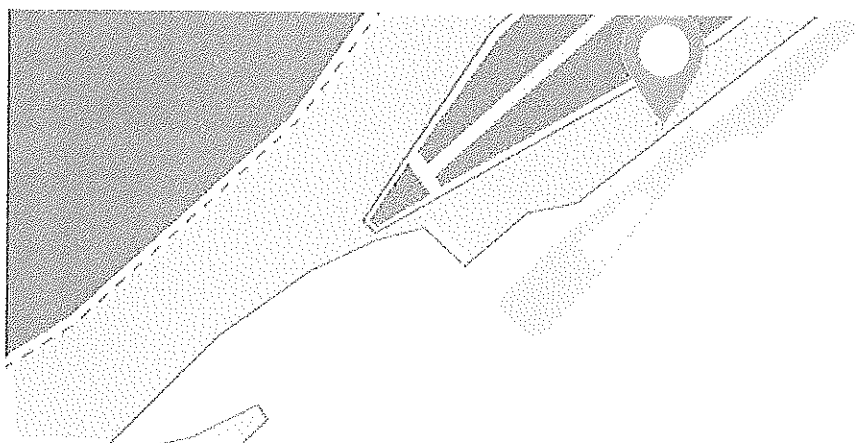


### 5.12.4. 360° MARINA CITY / BUDAPEST (Hungary)

Presumably 5% VAT regime will be reinstated for brown-field residential developments most-likely including 360°/ Marina City project. Cordia has acquired a 11.2 hectares Budapest, district 13 land complex to revitalize from former industrial use (for some lands the transaction has not completely been closed, but it will be closed in the following three years). The land which is one of the last sizeable inner-city brown-field parcel complex stretches alongside the River Danube featuring a cca. 1,200 m waterfront and near to a major city artery road Váci st. that both offer a unique opportunity to realize a high-quality mixed-use urban regeneration project of approx. 300,000 sqm gross development area, including residential, office and retail functions, accompanied with social developments, simultaneously creating the heart of the project: a public space with direct connection to the river and metro station to M3. Cordia has started pre-development activities of the project, such as negotiations with District Municipality, authorities, neighboring land owners as well as civil organizations in order to bring this exceptional opportunity to optimum and start project works within the next 18-24 months.

	<i>figures below are rough estimations</i>
ACQUISITION CLOSING	phase 1 closing: Q1 2020 (last phase closing until Q1 2023)
CORDIA INVESTMENT	EUR 29.1 million (land only)
USE	Residential, Office, Retail, Social
TOTAL ESTIMATED DEVELOPMENT COST	approx. min. EUR 470 million
DEVELOPMENT EQUITY (25%) ROLLING	EUR 20.2 million (4 projects at time)
EXPECTED NET PROFITS	EUR 113.5 million (at 25% gross margin)
PROJECT PHASES	cca 20 (4 phases to run parallel)
NET SELLABLE AREA/Residential use	cca 220,000 sqm, approx. 4,000 units
START OF CONSTRUCTION	Q1 2022
CONCENTRATED IMPROVEMENT	13-20 years development program

Data source: Cordia non-audited illustration calculations, all estimated project figures may significantly vary



#### 5.12.5 POLNORD S.A. (Poland)

Polnord S.A. is one of the most known residential development companies in Poland a founding member of the Polish Association of Developers. Polnord owns one of the largest land banks among Polish developers which allows to construct nearly 1 million sqm of residential and some commercial space. The land bank is geographically diversified with focus on Warsaw in multiple locations and Tri-City (Gdansk, Gdynia, Sopot) and other Polish cities like Lodz, Olsztyn, Poznan, Szczecin. In the recent 10 years Polnord has sold over 1,000 apartments annually. Polnord S.A. has been listed at the Warsaw Stock Exchange since 1999.

Cordia has purchased 65.66% of the Company for EUR 31.6 million (PLN 2.12 per share) via capital increase in the Company and has finished an offering process (@ PLN 3.55 per share) to acquire the rest of the shares at the Stock Exchange. As a result, Cordia's stake increased to 92.92% by spending an additional EUR 21 million. Cordia has managed to take over management control in early April 2020.

By this acquisition Cordia took access to one of Poland's largest in-town residential development land complex in Wilanow / Warsaw providing a multiple-year development program at large scale. Beyond this opportunity there are some more excellent land bank portfolio elements in Warsaw and Tri-City. The large land bank also allows Cordia to prepare to sell-off those parcels which do not entirely fit with Cordia's long-term development plans. 8 projects are under construction and sales in Warsaw and Gdansk with 983 units and approx. 56,700 sqms to be delivered to clients by end of 2021 at the latest. Nearly 65% of the above units have been sold by end of December 2019.

Cordia took over management and supervisory board representations in early April 2020 taking control over Polnord's management.

ACQUISITION (capital increase) CLOSING:	February 10, 2020
ACQUIRED INTEREST:	92.92% including 63,668,800 1 <sup>st</sup> series ordinary shares by capital increase (65.27%) and 26,968,688 share by purchase on the market
CORDIA INVESTMENT:	PLN 230,519,157.3
Including capital increase:	PLN 134,977,856 (PLN 2.12 per share)
and acquisition of shares:	PLN 95,541,717 (PLN 3.54 per share)
POLNORD NAV (December 31, 2019)	PLN 348,366,000 (PLN 10.7 per share)
ACTIVITY:	For Sale-Residential development + land bank for commercial developments
MARKETS:	Warsaw, Tri-City, Łódź, Poznań, Olsztyn,

Data source: Polnord S.A. annual report & Cordia non-audited illustration calculations

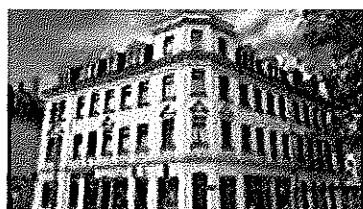
#### 5.12.6 ARGO PROPERTIES N.V. (Germany)

The Company, which started operations in 2018, purchases, manages and appreciates residential buildings in the towns of Leipzig, Dresden and Magdeburg and develops and converts office properties in Berlin. These cities are benefiting from positive long-term economic and demographic trends and consequently from surplus demand for buildings and a stable pattern of price increases in its sectors of activity.

- Residential rental properties in Leipzig, Dresden and Magdeburg – most of the properties are buildings for conservation that were thoroughly renovated in the past two decades and buildings that were built in modern architectural style in the past twenty years. The Company identifies buildings in central locations that embody material appreciation potential through increasing rents / sales of units / exercising unutilized building rights.

ACQUISITION CLOSING	April 2020
ACQUIRED INTEREST	20.66%, 2,492,910 ordinary shares
CONTRA INVESTMENT	EUR 34.4 million
ACTIVITY	Residential Investment, Resi for long term lease, Office lease (Berlin only)
GEOGRAPHY	Dresden, Leipzig, Magdeburg, Berlin
TOTAL GROSS ASSETS as of December 31, 2019	EUR 166.42 million
NET REO ASSETS as of December 31, 2019	EUR 120.67 million
NET DEVELOPMENT ASSETS as of December 31, 2019	EUR 26.69 million

Data source: ARGO Properties N.V.



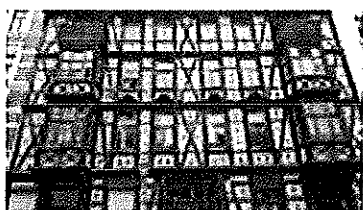
Trachenberger 19 Dresden



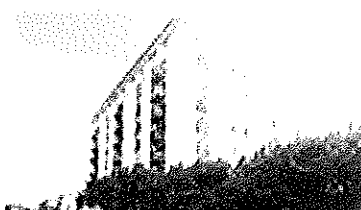
Rehefelder 58 Dresden



Bernhard-Cöhring 95, Leipzig



Klosterbergerstr. 17 Magdeburg



Blockenburgstraße 11a Magdeburg

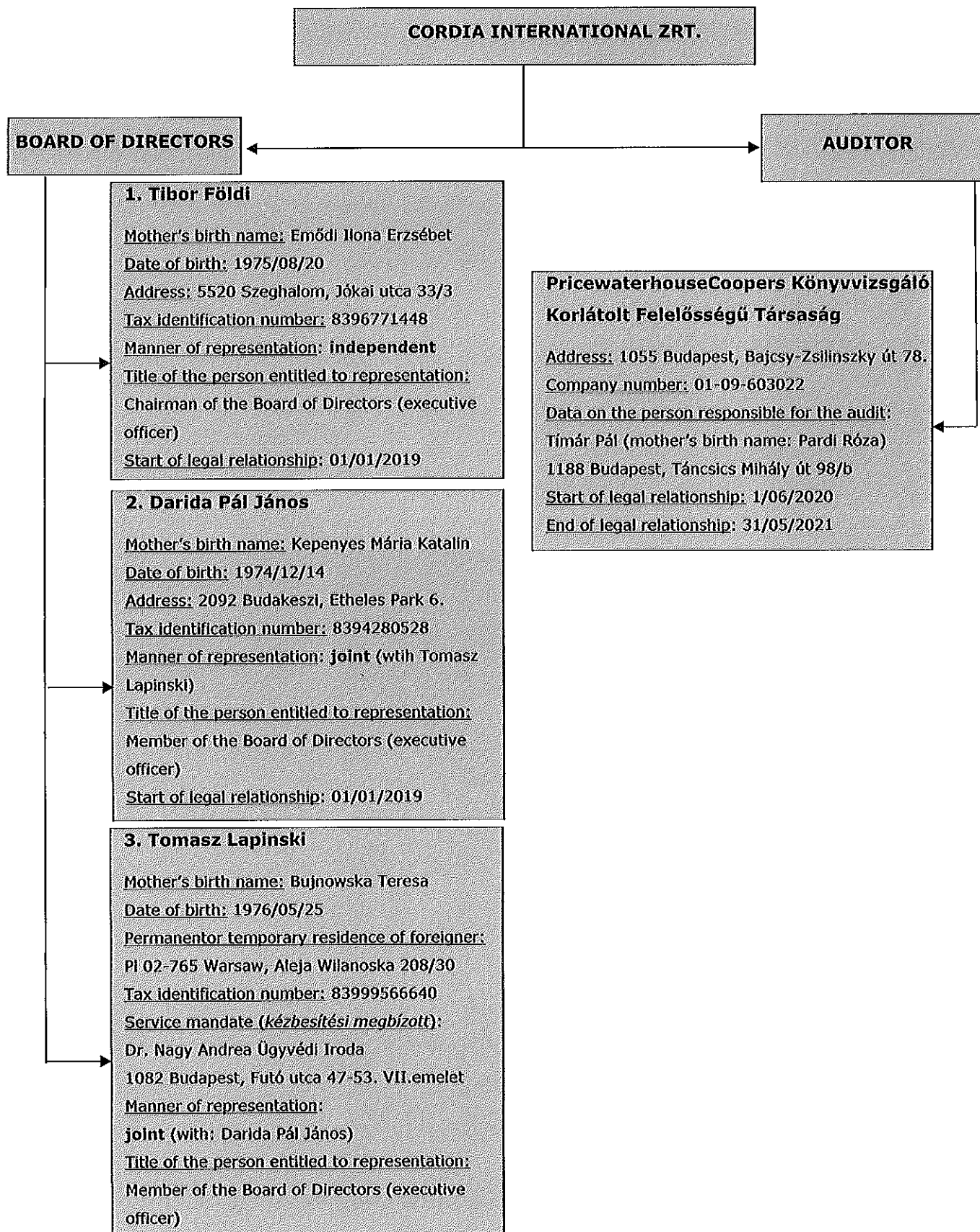


Ferdinand-Jost-Str. 7 Leipzig



## 5.13 Summary of the Issuer's corporate details

### 5.13.1 Corporate details of the Issuer



### 5.13.2 Board of Directors

The Issuer is managed by the Board of Directors as of 1 January 2019. The members of the Board of Directors are (i) Tibor Földi (chairman and former CEO), (ii) Pál János Darida and (iii) Tomasz Lapinski. Formerly the Issuer was managed by Tibor Földi as CEO whose mandate as CEO has been revoked with the effect of 1 January 2019 due to the appointment of the Board of Directors.

The members of the Board of Directors are appointed for an indefinite period of time. Tibor Földi as chairman of the Board of Directors is entitled to individually represent and sign on behalf of the Issuer. Pál János Darida and Tomasz Lapinski are entitled to represent and sign on behalf of the Issuer jointly. The mandate of the members of Board cannot fulfilled under an employment agreement.

The Board of Directors represents the Issuer before third parties, courts and other authorities. The Board specifies and manages the daily operation of the Issuer. The employer's rights over the employees of the Issuer is exercised by the Chairman of the Board of Directors. The employer's rights over the Chairman of the Board of Directors is exercised by the sole shareholder or a person appointed by the sole shareholder for such purposes.

The members of the Board of Directors qualify as executive officers under the Civil Code, therefore they must comply with the relevant provisions of the Civil Code pertaining to executive officers. The members of the Board of Directors shall manage the Issuer with such due diligence as it is required from persons in such positions. They are liable towards the Issuer for any damage caused to the Issuer as a result of negligently breaching the law, the articles of association of the Issuer or the resolutions of the sole shareholder or their management duties under.

NAME	POSITION	MANDATE
<b>Tibor Földi</b>	CEO	27 April 2016 - 1 January 2019
<b>Tibor Földi</b>	Chairman and Member of the Board of Directors	1 January 2019 -
<b>Pál János Darida</b>	Member of the Board of Directors	1 January 2019 -
<b>Tomasz Lapinski</b>	Member of the Board of Directors	1 January 2019 -

#### **Tibor Földi**

Tibor Földi is the member of the Board of Directors, dealing with residential real estate development. He started at Futureal Group in 2000 as the director of the residential property department, and became the CEO of the residential development part of the Futureal Group. He participated in the preparation and development of all "Cordia" projects, building up the whole Cordia structure and brand in cooperation with the owners. Cordia Group participated in the development of over 3,000+ flats while currently 4,000+ units are in sales and construction and a further 5,000+ residential units are in preparation phase. Cordia Group became during his management the number one residential real estate developer in Hungary and expanded to 3 other countries. Before Futureal Group, he held the position of the finance director at a smaller property developer company. Tibor Földi finished his studies in the Budapest University of Economics, Economics department, financial studies.

#### **Pál János Darida**

Pál Darida has been financial director of Futureal Group since 2005. Mr. Darida is responsible for the



financing, treasury and asset management strategies of the Futureal Group and for their realisation, also as a member of the investment committee of the Futureal Group for the investment decisions of the group. Mr. Darida has been chief executive officer of Futureal Fund management Co. since 2005. He has been managing successfully the funding of Cordia Group and Futureal Group development projects over the last 15 years. He has 20 years of industry experience, prior to joined Cordia Group, he served as Head of RE Financing at CIB Bank Zrt. Mr. Darida studied at University of Economics of Budapest (today Corvinus University of Budapest) Faculty of Economics & Finance Department from 1993 to 1998.

#### **Tomasz Lapinski**

Tomasz is Chief Financial Officer of Cordia Group, responsible for Cordia Group's group finance activity and manages investor relationships. Tomasz plays a key role in introducing Cordia Group to the regional capital markets. He has more than 10 years of experience in real estate industry and nearly 10 in investment banking. Before joining Cordia in late 2017, Tomasz served as the CFO and CEO in Ronson Development, listed in the Warsaw Stock Exchange (since 2008). He was responsible for many successful equity and debt issues and managed investor relations (awarded for high quality by Warsaw Stock Exchange and by investors).

Before, he held a Director position at UniCredit CAIB Poland SA and was in charge of M&A transactions and other corporate finance projects.

He is a graduate of Warsaw School of Economics in finance and banking.

#### **5.13.3 Supervisory Board**

No supervisory board has been established at the Issuer. The Issuer is not obliged to appoint a supervisory board in accordance with the applicable legal regulations.

#### **5.13.4 Shareholder Information**

The current shareholders of the Issuer are Cordia Holding B.V. and Finext Consultants Limited. Cordia Holding B.V. acquired 98 % of the shares of the Issuer on 30 December 2019. Finext Consultants Limited acquired 2 % of the shares of the Issuer on 30 December 2019 by way of a share sale and purchase agreement from Cordia Holding B.V., the former sole shareholder of the Issuer.

The Issuer did not issue preference shares with prior voting rights, therefore there is no preferred/prior voting rights in connection with the shares of the Issuer.

#### **5.13.5 Employees**

The Issuer runs its operations via multiple of subsidiary companies, which include, among the others, the management companies employing employees in particular countries of their operations and providing services to all other companies belonging to the Issuer's Group. The Issuer employs directly only one person based on the employment contract.

#### **5.13.6 Trademark**

The Issuer is the owner/beneficiary of well established brands trademarked as indicated in Annex 6.

## 6 CREDIT RATING AND RATING RATIONALE

Scope Ratings GmbH as Credit Rating Agency has assigned a rating of BB to the Issuer and a BB instrument (senior unsecured debt) rating to the Bonds.

The latest information on the rating above, including rating reports and related methodologies applied, are published by the Credit Rating Agency and are also available on NBH's website through the following link: <https://www.mnb.hu/monetaris-politika/novekedesi-kotvenyprogram-nkp>.

The rating shall, pursuant to the terms of the BGS, be subject to regular revision by the Credit Rating Agency and may be revised anytime during the term of the Bonds. The Credit Rating Agency may also be replaced during the term of the Bonds with another entity as Credit Rating Agency.

Further details of the credit rating requirement prescribed by the BGS may be found in the BGS Handout.

## 7 SELECTED FINANCIAL INFORMATION

This Section contains the analysis on the Cordia Group's and Issuer's financial condition and operating result in the financial years ended 31 December 2018 and 2019 based on the Consolidated Financial Statements. The only exception is made in case of presentation of the equity engaged by the leading shareholder, in which case, both consolidated, as well as stand-alone perspective is presented.

### **a) Major Factors Impacting the Business Results**

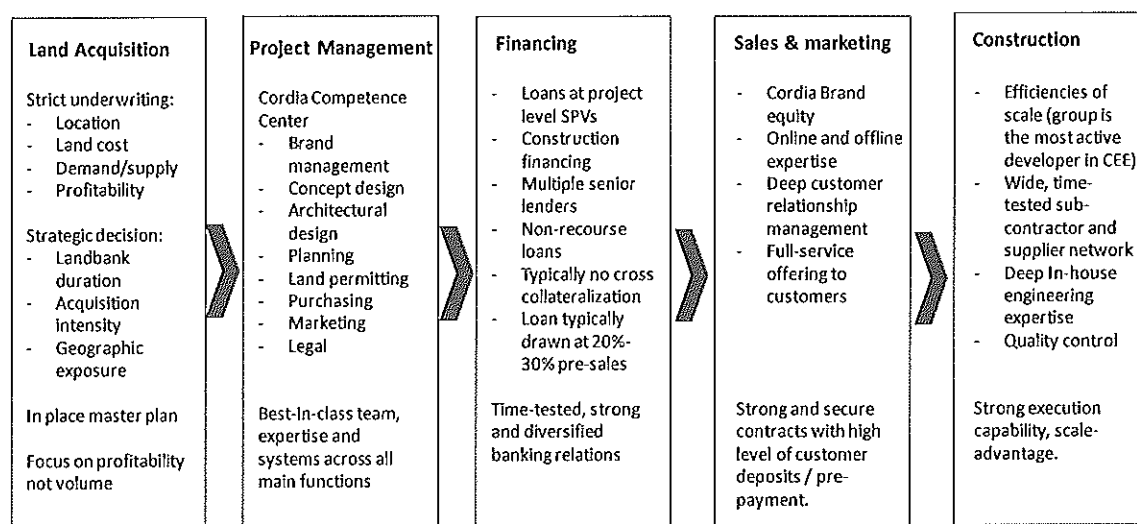
Cordia Group is an experienced residential developer focused on development of residential projects.

Cordia Group operates in Hungary, Poland, Romania as well as acquired its first residential assets in Spain and is present in leading local residential markets, i.e. in Budapest, Warsaw, Krakow, Tri-City (Gdańsk), Poznań and Bucharest.

The residential projects are being developed by individual Subsidiaries established for that purpose, i.e. the Project Entities. Therefore the below analysis of the financial position of the Group is based on the Consolidated Financial Statements. The only exception is made – as mentioned above – in case of presentation of the equity engaged by the leading shareholder (i.e. based both on consolidated and on stand-alone perspective).

Cordia Group has very unique competences and extensive experience in managing each of the stages of development process.

The below chart illustrates particular stages of the entire development process.



Revenue, costs and profits from the sale of residential units are recognized at a point in time when control over the property is transferred to the customer (in accordance with IFRS 15). It means that as long as the respective residential project cannot be handed over to the final customers (even despite all apartments can be pre-sold and the construction process can be nearly finished), the potential benefits and profits are not evidenced in the Profit and Loss accounts yet. Revenue and profit recognition is delayed until the project is finally delivered to the customers.

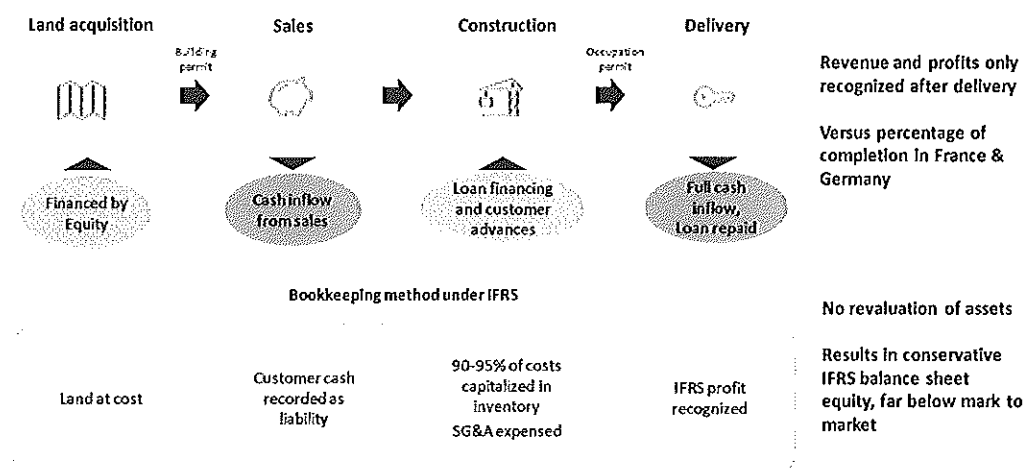
Before recognition of the revenues from sales of apartments, all direct costs associated with development of the residential project (including costs of land, construction costs, costs of preparation like architect design, as well as direct financing costs) are capitalized to the inventories, while advances pre-paid by customers are recognized as liabilities. It is important also that some indirect costs related to preparation of the residential projects (like management, marketing, administration) are not capitalized and are evidenced as current costs decreasing profitability in the current period and translating into lower equity of Cordia Group.

The dynamic expansion of Cordia Group in the past years resulted in the significant increase of the number of projects in Cordia Group's portfolio, including the projects that are under construction as well as number of projects which are still in the preparatory (and planning) phase.

At the end of March 2020 Cordia Group was involved in development of as many as 24 projects (including Polnord) that were under construction, including as many as 4,938 apartments, of which 2,937 were already pre-sold to the customers. Direct expenses which were associated with preparation of those units were capitalized and evidenced in inventories, while all revenues and profits expected from development and sales of these apartments will be recognized by Cordia Group in the next periods.

The revenues and profits recognized by Cordia Group during financial years 2018 and 2019 were driven mainly by revenues from delivery to the end users of 536 and of 843 apartments respectively.

## IFRS profit recognition lags value creation by two to three years



### b) Revenue

<i>In thousands of Hungarian Forints (THUF)</i>	31.12.2019	31.12.2018
Revenue from sale of real estate	33,631,034	16,885,450
Other revenue	847,361	2,968,556
<b>Total revenue</b>	<b>34,478,395</b>	<b>19,854,006</b>

The revenues from sale of real estate of Cordia Group are driven mainly by value of apartments handed over to its clients. Other revenue includes revenues from rental and service charge, as well as assignment fees for the purchase right of a land plot. Revenues from service and rental charges are recognized over time, other fees are recorded at a point in time.

Besides delivering residential units which were completed in the previous period, Cordia Group finished three projects in Hungary (Kapás, Rózsa, Átrium II phase) and two in Poland (Zielone Bemowo 1 and Supernova) during 2019 and started to hand over those apartments to its customers, which allowed for a total delivery of 843 units during 2019, of which 560 were delivered in Budapest and 283 were delivered in Poland. The aggregated revenues from sale of residential assets to the customers amounted to nearly HUF 34 billion during entire 2019. As a comparison Cordia Group has delivered 536 units during 2018 of which 353 were delivered in Budapest and 183 in Poland which resulted an aggregated sales revenue of nearly HUF 17 billion.

### c) Operating Expenditures

Cost of sales represent all direct costs capitalized during development of the apartments and other assets delivered to the customers in the same period. Both Revenues and Cost of Sales increased by 74% during 2019 if compared to 2018. The main reason behind the growth was increasing number of apartments completed and delivered to the customers during 2019. The Company maintained gross profit margin at high level of 39%.

The below table presents the cost of sales in the past periods, as well as the break-down of the other operating costs of Cordia Group, which are not capitalized to inventories and affect the profitability of Cordia Group in particular period, in which they occur.

<i>In thousands of Hungarian Forints (THUF)</i>	<b>31.12.2019</b>	<b>31.12.2018</b>
Cost of Sales	21,186,226	12,149,655
Selling and marketing expenses	2,744,181	1,956,791
Personnel expenses and external services	2,351,515	1,366,235
Materials and energy	58,218	46,579
Depreciation	198,466	154,930
Bank fees and other charges	153,984	61,516
Other expenses	714,242	609,984
Other income	-91,825	-19,570
<b>Operating Expenses</b>	<b>27,315,007</b>	<b>16,326,120</b>

#### **d) Operating Profit, EBITDA**

The ratio that is the most commonly used in evaluation of the financial performance and profitability of the residential developers is the gross profit margin. This ratio allows for assessment of profitability of the residential projects delivered by a developer to its customers. The average gross profit margin in particular period corresponds to profitability of the projects / apartments which were delivered to the customers in this particular period.

The projects that have been delivered by Cordia Group to the customers in the analysed period were very profitable and the gross profit margin of 39% recorded by Cordia Group during 2018 was maintained in 2019.

Besides a healthy gross profit margin, the Group recorded a substantial increase of the operating profit which was in line with increase scale of operations.

<i>In thousands of Hungarian Forints (THUF)</i>	<b>31.12.2019</b>	<b>31.12.2018</b>
Revenue	34,478,395	19,854,006
Cost of sales	21,186,226	12,149,655
Gross profit	13,292,169	7,704,350
gross profit margin	39%	39%

<i>In thousands of Hungarian Forints (THUF)</i>	<b>31.12.2019</b>	<b>31.12.2018</b>
Operating profit	7,163,388	3,527,885

#### **e) Financial Result**

It is important to note that all financial costs which directly relate to execution of the residential projects (interest costs and other banking fees related to projects under execution) are not disclosed in the profit and loss account but they are capitalized to inventories and are recognized as one of the elements of costs of sales upon delivery of apartments to their buyers (in the same way, like for instance construction costs, costs of land purchase or costs of architects design). Therefore the financial costs disclosed in the Statement of Profit and Loss relate only to those expenses which cannot be capitalized.

Interest income on cash deposits, like exchange rate gains or losses are also not capitalized to the inventories and affect the results in particular period when they occur.

The below table presents the result on financial operations of Cordia Group in the past periods. Other finance income and cost is mainly related to realized and non-realized foreign exchange differences arising on EUR denominated borrowings and trade payables.

<i>In thousands of Hungarian Forints (THUF)</i>	<b>31.12.2019</b>	<b>31.12.2018</b>
Interest income	35,764	294,912
Other financial income	2,003,255	961,613
<b>Finance income</b>	<b>2,039,019</b>	<b>1,256,523</b>
Interest expense	-218,403	-35,531
Other financial expense	-2,075,173	-1,101,313
<b>Finance expense</b>	<b>2,293,576</b>	<b>-1,136,844</b>
<b>Net finance income/(expense)</b>	<b>-254,557</b>	<b>119,681</b>

#### **f) Profit After Tax**

Cordia Group made over 6.43 billion profit after tax in 2019 by delivering 843 apartments to the customers. The profit after tax amounted to HUF 3.28 billion in 2018 and was generated by revenues and profits associated with delivery of 536 apartments to the final customers.

<i>In thousands of Hungarian Forints (THUF)</i>	<b>31.12.2019</b>	<b>31.12.2018</b>
<b>Profit/(loss) for the period</b>	<b>6,433,246</b>	<b>3,278,195</b>

#### **g) Non-Current Assets**

Non-Current Assets of Cordia Group do not include real estate properties which are used in the developers' cycle and are evidenced as current assets as part of the inventories.

The most significant balances of the Non-Current Assets relate to Property, plant and equipment, which are used for internal purposes of Cordia Group as well as financial assets, of which the most significant item is Investments accounted for using equity method as well as restricted cash balances.

<i>In thousands of Hungarian Forints (THUF)</i>	<b>As at 31.12.2019</b>	<b>As at 31.12.2018 *</b>
Intangible assets	196,905	187,856
Property, plant and equipment	1,625,914	666,784
Long-term receivables from third parties	9,486	8,426
Long-term receivables from related parties	1,010	1,150,746
Investments accounted for using equity method	1,177,459	729,800
Deferred tax assets	127,714	124,939
Restricted cash	2,100,120	3,719,146
Long-term VAT receivables	1,526,564	242,616
Other long-term assets	613,036	577,376
<b>Total non-current assets</b>	<b>7,378,208</b>	<b>7,407,689</b>

*\* some positions were restated resulting from change of policies in 2019 / all data derived from the 2019 Consolidated FS*

Property, plant and equipment balance increased in 2019 due to the following reasons. Cordia Group has adopted IFRS 16 simplified method retrospectively from 1 January 2019, but has not restated comparatives for the 2018 reporting period, as permitted under the specific transitional provisions in the standard. The reclassifications and the adjustments arising from the new leasing rules are therefore recognized in the opening balance sheet on 1 January 2019.

The change in accounting policy affected the following items in the balance sheet on 1 January 2019:

- Property, plant and equipment – increase by 1,093,600, and

- Inventory – increase by 1,333,390.

The investment in its joint-venture increased in 2019 as below.

<i>In thousands of Hungarian Forints (HUF)</i>	Investments accounted for using equity method
Opening	729,800
Purchase of investments	594,120
Profit attributable to Group	-146,460
Closing carrying amount	1,177,460

#### **h) Current Assets**

Increasing balance of inventories reflect dynamic development of Cordia Group in recent periods – both by increasing the balance of the land bank as well as increasing the balance of the construction costs capitalized.

The most significant element of the current assets are inventories, which cumulate all costs that have been capitalized in relation to development and preparations of the residential projects by Cordia Group, that were not yet delivered to the customers, as well as the cash and cash equivalents, which reflects Issuer approach to liquidity risk management.

Other short-term assets may include a one-time non-repeating items, like prepayment for new Polnord S.A. shares (T series) as of end of December 2019 (equalling to the equivalent of PLN 135 million).

<i>In thousands of Hungarian Forints (THUF)</i>	As at 31.12.2019	As at 31.12.2018
<b>Current assets</b>		
Inventory	102,954,301	58,713,306
Trade and other receivables	328,946	191,521
Short-term receivables from related parties	846,049	4,359,861
Income tax receivable	58,410	30,040
Short-term VAT receivables	3,782,709	3,057,847
Restricted cash	3,062,290	240,281
Other financial assets	277,833	29,553
Other short-term assets	11,468,750	301,199
Cash and cash equivalents	51,070,192	19,440,344
<b>Total current assets</b>	<b>174,192,443</b>	<b>86,363,952</b>

The very dynamic expansion of Cordia Group is confirmed by all main categories of inventories increasing over the past periods, including lands as well as construction costs. The below table presents the breakdown of inventories into particular subgroups referring to the nature of the expenses capitalized.

<i>In thousands of Hungarian Forints (THUF)</i>	<b>As at 31.12.2019</b>	<b>As at 31.12.2018</b>
<b>Inventory</b>		
<i>Borrowing costs</i>	1,358,735	802,936
<i>Construction costs</i>	46,190,554	21,486,689
<i>Lands (including acquisition costs)</i>	43,088,118	23,848,389
<i>Other costs (including planning, other costs and capitalized VAT)</i>	6,095,278	6,083,318
<b>Work in progress</b>	<b>96,732,685</b>	<b>52,221,332</b>
<b>Finished goods</b>	<b>4,013,992</b>	<b>6,424,014</b>
<b>Goods for resale</b>	<b>146,809</b>	<b>67,960</b>
<b>Advances paid for delivery of goods</b>	<b>0</b>	<b>0</b>
<b>Rights of perpetual usufruct of land (lease)</b>	<b>2,060,815</b>	<b>0</b>
<b>Total inventory</b>	<b>102,954,301</b>	<b>58,713,306</b>

### **VAT receivables**

VAT receivables mainly contain VAT receivables relating to customer advance payments. Management's expectation is that these amounts may be realized within the normal operating cycle, therefore these balances are presented under current assets.

### **Receivables from related parties**

Following earlier initiatives aimed at separation of Cordia Group from Futureal Group (affiliated due to involvement of the joint leading shareholder), all loans granted by Subsidiaries to the companies within the Futureal Group (in total amount of HUF 4.36 billion) have been repaid in 2019. As a result of this operation the total loan balances between Cordia Group and Futureal Group has been decreased.



**i) Equity and Liabilities**

It is important to remember that based on the IFRS regime applied by the Issuer in its financial reporting, the statement of financial position data is presented mainly based on the historical, cost figures not reflecting any potential gains in value of the residential assets. All residential assets acquired and held by Cordia Group for the purpose of development and sale of residential apartments are evidenced based on the historical acquisition cost (unless any impairment is required).

<i>In thousands of Hungarian Forints (THUF)</i>	<b>As at 31.12.2019</b>	<b>As at 31.12.2018</b>
<b>Shareholders' equity</b>		
Share capital	9,897,492	9,252,912
Share premium	8,690,521	592,166
Currency translation reserve	505,126	143,877
Other reserves	-286,680	-234,382
Retained earnings	15,011,843	7,117,547
<b>Equity attributable to equity holders of the parent</b>	<b>33,818,302</b>	<b>16,872,120</b>
Non-controlling interests	208,384	86,823
<b>Total equity</b>	<b>34,026,686</b>	<b>16,958,943</b>
<b>Net assets attributable to non-controlling investment unit holders</b>	<b>17,514,452</b>	<b>16,286,632</b>
<b>Liabilities</b>		
<b>Non-current liabilities</b>		
Loans and borrowings	14,108,026	4,829,609
Bonds	44,421,137	0
Long-term liabilities to related parties	0	4,429,058
Deferred tax liabilities	4,875	44,550
Customer advances	29,104,998	7,635,951
Lease liabilities	632,638	0
Amounts withheld for guarantees	2,393,654	1,733,237
Other long-term liabilities	196,521	137,101
<b>Total non-current liabilities</b>	<b>90,861,849</b>	<b>18,809,506</b>
<b>Current liabilities</b>		
Trade and other payables	10,314,925	4,471,907
Bonds	68,892	0
Short-term liabilities to related parties	542,695	3,124,653
Loans and borrowings	11,506,888	5,239,689
Customer advances	11,705,108	28,127,855
Lease liabilities	2,328,719	0
Other tax liabilities	2,500,935	707,187
Income tax liabilities	102,151	45,269
Other provision	97,351	0
<b>Total current liabilities</b>	<b>39,167,664</b>	<b>41,716,560</b>
<b>Total liabilities</b>	<b>130,029,513</b>	<b>60,526,066</b>
<b>Total</b>	<b>181,570,651</b>	<b>93,771,641</b>

## Equity - share capital and share premium (based on the consolidated financial statements)

The parent company's share capital amounted – as end of December 2019 – to EUR 32,000,000 (based on IFRS it was an equivalent of HUF 9,897,492 thousand) consisting of ordinary shares with nominal value of EUR 1 in the number of 32,000,000. All shares were fully paid. Ordinary shares provide the rights to the holders on a pro-rata basis.

In March 2020 the Shareholders of the Company decided to increase the capital of the Company by HUF 12,001,129,600. The capital increase has taken place by issuing additional 7,431,040 pieces of ordinary shares of a par value of HUF 1,000 each, at an issue value of HUF 1,615/share with rights identical to the existing ordinary shares of the Company, thus the registered capital of the Company increased by HUF 7,431,040,000 equalling to (based on Hungarian Accounting Standards) HUF 18,013,760,000. It is important to note also that the Company changed its reporting currency from EUR into HUF, as of beginning of 2020. The amount exceeding the sum of the registered capital of the Company is accounted for capital reserve. The shareholders have already fully paid the new shares by injecting HUF 12,001,129,600 to the Company.

### Share capital

*In thousands of Hungarian Forints (THUF)*

*As at 31.12.2019*

Company	Nominal value of shares (THUF)	Ownership percentage	Nominal value of shares (THUF)	Ownership percentage
Cordia Holding B.V. and Finext Consultants Limited	9,897,492	100.00%	9,897,492	100.00%
<b>Total</b>	<b>9,897,492</b>	<b>100.00%</b>	<b>9,897,492</b>	<b>100.00%</b>

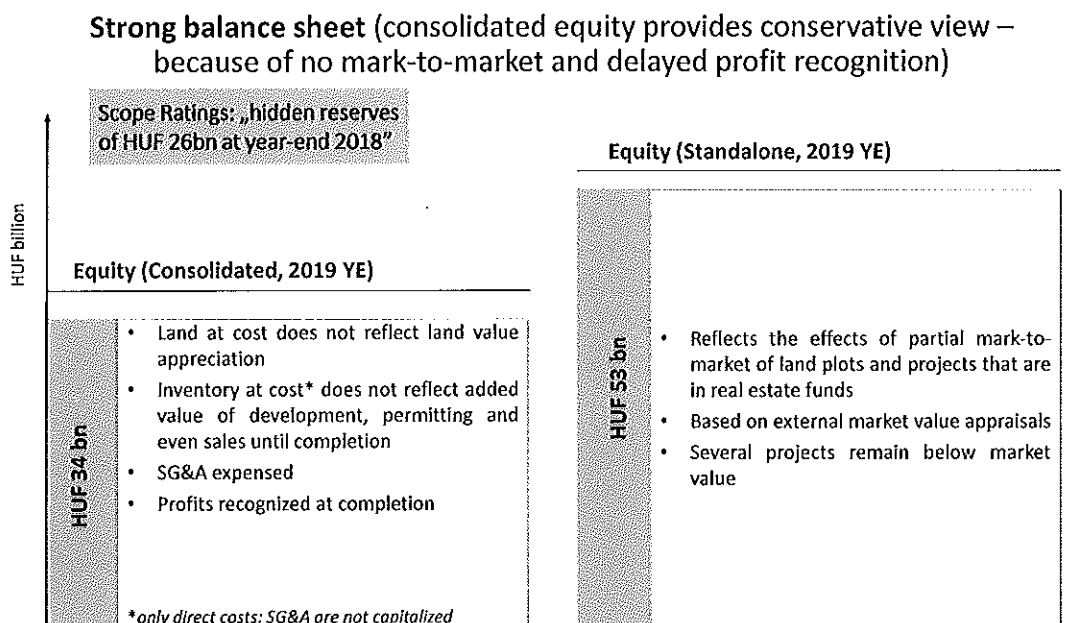
### Share premium

*In thousands of Hungarian Forints (HUF) 01.01.2019-31.12.2019*

Opening balance	592,166
Proceeds from capital increase	8,098,355
<b>Closing balance</b>	<b>8,690,521</b>

## Equity - share capital based on the stand-alone financial statements

The potential discrepancy between historical and market value approach and its impact on the balance sheets of the residential developers can be easily observed when comparing the stand-alone Balance Sheet of the Issuer and consolidated Balance Sheet of Cordia Group. Due to possible recognition of the residential assets held by real estate funds (mainly Hungarian assets) at the market value (based on the external market value appraisers) and dividends declared by subsidiaries increasing the equity of the Issuer, the total equity evidenced in the stand-alone Balance Sheet of the Issuer as of 31 December 2019 amounts to HUF 53 billion, while in the consolidated financial statement (where all intercompany transactions must be eliminated) the consolidated equity of Cordia Group amounts to HUF 34 billion, which is illustrated on the chart below:



The total equity of the Company as end of December 2019 (i.e. before the capital increase of HUF 12.0 bn made in March 2020) amounted to HUF 52.9 bn as evidenced in the Separate Financial Statements of the Company and to HUF 34.0 bn as evidenced in the Consolidated Financial Statements of the Group.

<i>In thousands of Hungarian Forints (HUF)</i>	<b>Separate FS 31.12.2019</b>	<b>Consolidated FS 31.12.2019</b>
Share capital	9,897,492	9,897,492
Share premium	8,690,521	8,690,521
Retained earnings	34,347,479	15,011,843
Non-controlling interests, other reserves, currency translation reserve	N/A	426,830
<b>Total equity</b>	<b>52,935,492</b>	<b>34,026,686</b>

### Net assets attributable to non-controlling investment unit holders

Cordia Group has long-term strategic partnership with several institutional investors that have invested capital in Cordia projects through privately issued and closed ended investment funds controlled by Cordia Group, namely Finext Real Estate Opportunities One SICAV-SIF Sub-Fund and Finext Real Estate Opportunities Budapest SICAV-SIF Sub-Fund. The funds issue two classes of investment units in the form of shares: Class C is owned by the Cordia Group, Class P is purchased by the non-controlling investors. Based on the funds' prospectus, repayment of the original investments and distributions of profits and losses are to be made as follows:

- first, original investments into Class P and Class C shares shall be returned pro-rata and pari passu. Potential losses are therefore suffered pro-rata, based on invested capital.
- after pro rata distributions equal to the invested capital to all shareholders, potential profits are not distributed on pro-rata basis but in different proportions changing based on the internal rate of return achieved by the Class P unitholders versus pre-agreed hurdles.

Cordia Group does not provide any guarantee on the return of the capital invested by the investors. Based on industry practice, net asset attributable to non-controlling investment unit holders are disclosed on a separate line in the consolidated financial statements.

The investment of the non-controlling investment unit holders in two subsidiaries (Finext Funds BP SICAV-SIF and Finext Funds One SICAV-SIF) and the movements in the balances is presented in the table below. The change in the balance recorded during 2019 is due to mainly the new investments and the redemptions made to the non-controlling investment unit holders.

*In thousands of Hungarian Forints (HUF)*

Opening balance 31 December 2018	16,286,632
Investment made by non-controlling investment unit holders	9,970,000
Redemption	-7,490,178
Loss attributable to non-controlling parties	-1,053,162
Other change in non-controlling interests	-198,840
Closing balance 31 December 2019	17,514,452

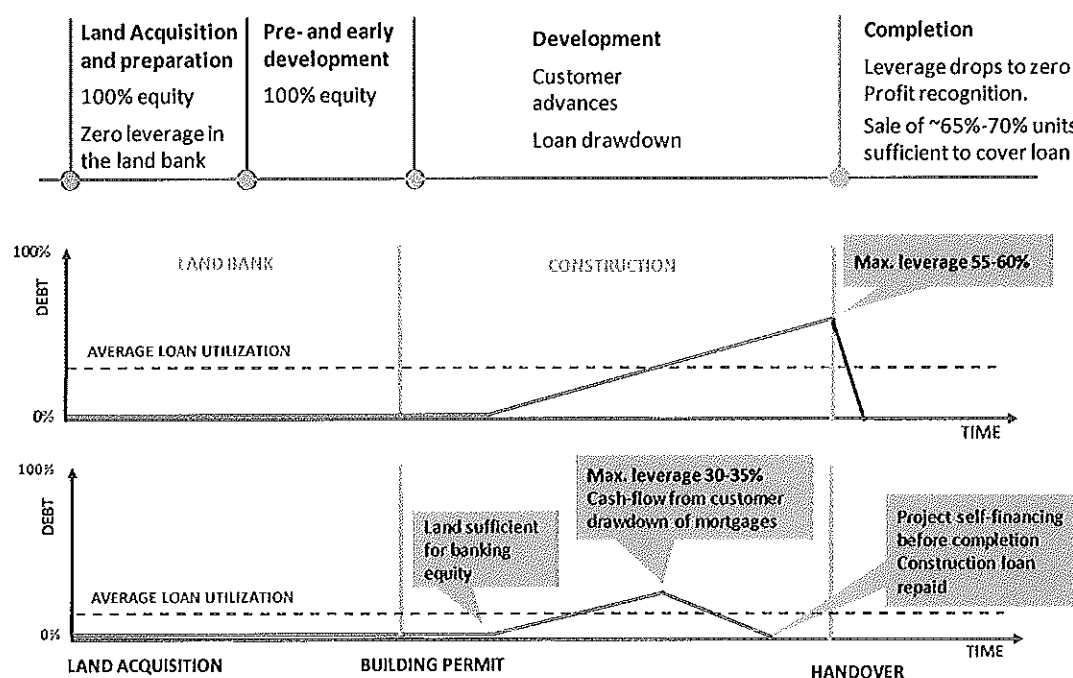
At each period end, Cordia Group calculates the profit distribution to be paid out on finished projects to non-controlling investment unit holders and presents the balance in the statement of financial position among net assets attributable to non-controlling investment unit holders instead of non-controlling interests.

### Loans and borrowings

Cordia Group finances its activity to great extent by bank loans, which are utilized during the period of construction works, while the pre-development phase (all preparatory works, including land purchase, preparation of design, arrangement of all needed permits, etc.) is usually financed by Cordia Group's equity.

The below chart presents the typical division between phases of development of the residential project

(in Hungary and Romania on the first chart and in Poland – where staged payments are typical - on the second chart):



The table below presents the movement in loans and borrowings from third parties in 2019 and in 2018:

<i>In thousands of Hungarian Forints (HUF)</i>	01.01.2019-31.12.2019	01.01.2018-31.12.2018
Opening balance	10,069,298	6,482,075
New bank loan drawdown	22,694,512	16,108,315
Loan repayments	-4,078,605	-12,584,290
Other (non-cash changes)	-3,070,291	63,198
<b>Total closing balance</b>	<b>25,614,914</b>	<b>10,069,298</b>

<i>In thousands of Hungarian Forints (HUF)</i>	31.12.2019	31.12.2018
HUF	23,425,487	7,668,640
EUR	0	669,315
PLN	2,189,427	1,731,343
<b>Total closing balance</b>	<b>25,614,914</b>	<b>10,069,298</b>
<b>Closing balance includes:</b>	<b>31.12.2019</b>	<b>31.12.2018</b>
Current liabilities	11,506,888	5,239,689
Non-current liabilities	14,108,026	4,829,609
<b>Total closing balance</b>	<b>25,614,914</b>	<b>10,069,298</b>

New bank loan drawdowns and loan repayments relate solely to progress (new openings or completions) of the residential projects realized by Cordia Group and to increasing scale of Group operations. Loan repayments in 2019 were mainly related to final settlements of projects completed in Budapest as well as to the Polish projects. New bank loan drawdowns were related to other projects run by Cordia Group in Hungary.

The table below presents the list of the construction loan facilities, which Cordia Group arranged for in regards to entering into loan agreements with the banks in order to secure financing of the construction

and other outstanding costs of the ongoing projects. The amounts presented in the table below include the unutilized part of the construction loans available to the Subsidiaries:

*In thousands of Hungarian Forints (HUF)*

Entity name	Project name	As at 31.12.2019	As at 31.12.2018
Cordia Development 2. Development Fund	Thermal Zugló 2	0	3,512,712
Cordia Development 2. Development Fund	Thermal Zugló 3	1,205,143	49,886
Cordia Global 3. Development Subfund	Young City	414,125	3,639,967
Cordia Global 3. Development Subfund	Young City 2	1,949,457	166,137
Cordia Global 4. Development Subfund	Rózsas	1,887,953	650,174
Cordia Global 5. Development Subfund	Grand'Or	2,269,436	2,733,692
Cordia Global 7. Development Subfund	Marina Garden	1,401,110	1,577,884
Cordia Global 8. Development Subfund	Sasad Resort Sun	4,162,893	3,642,408
Cordia Global 9. Development Subfund	Centropolitan	2,700,000	0
Cordia Global 10. Development Subfund	Sasad Hilltop	4,610,000	0
Cordia Global 11. Development Subfund	Grand Corvin	3,874,217	0
Cordia Global 12. Development Subfund	Marina Portside	7,500,000	0
Cordia Global 17. Development Subfund	Young City 3	5,580,000	0
Cordia Global 18. Development Subfund	Akadémia Garden	7,620,000	0
Projekt Warszawa I	Zielone Bemowo 1	1,626,156	4,639,890
Projekt Warszawa I	Zielone Bemowo 2	3,569,206	0
Cordia Supernova Sp. Z o.o.	Supernova	0	6,279,308
Projekt Krakow I	Lotniczówka	1,595,544	0
Projekt Warszawa 2 Cordia Partner 3 Sp. z o.o. Sp.k.	Horyzont Praga	5,022,013	0
<b>Total excluding JV</b>		<b>37,457,317</b>	<b>26,892,058</b>
Cordia Global 6. Development Subfund	Marina Life	1,974,487	0
Cordia Global 6. Development Subfund	Marina Life 2	5,315,360	0
<b>Total including joint ventures</b>		<b>44,747,164</b>	<b>26,892,058</b>

### Liabilities to related parties

Following earlier initiatives aimed at separation of Cordia Group from Futureal Group (affiliated due to involvement of the joint leading shareholder), the open balance of the loans granted as well as of the loans received from the companies belonging to Futureal Group has been settled.

The table below presents the breakdown of liabilities to the related parties:

<i>In thousands of Hungarian Forints (HUF)</i>	As at 31.12.2019	As at 31.12.2018
Trade payables	264,349	0
Loan	51,820	7,028,529
Accrued expenses payables	226,526	525,182
Other liabilities	0	0
<b>Total closing balance</b>	<b>542,695</b>	<b>7,553,711</b>
<b>Closing balance includes:</b>		
Current liabilities	542,695	3,124,653
Non-current liabilities	0	4,429,058
<b>Total closing balance</b>	<b>542,695</b>	<b>7,553,711</b>

## Customer advances received

The table below presents the breakdown of customer advances received by projects. These are recorded as contract liabilities as required by IFRS 15.

Despite deliveries of the completed projects to the customers, the overall balance of the received advanced payments has been constantly increasing over the past periods – in line with dynamically growing scale of Cordia Group operations (which was also evidenced by number of contracted customer agreements as well as by increasing balances of inventories).

*In thousands of Hungarian Forints (HUF)*

Entity name	Project name	As at 31.12.2019	As at 31.12.2018
Cordia Development 1. Development Fund	Corvin Átrium	880	1,718,788
Cordia Development 2. Development Fund	Thermal Zugló 2	0	751,494
Cordia Development 2. Development Fund	Thermal Zugló 3	2,717,965	1,466,090
Cordia Global 1. Development Subfund	Kapás 21	75,226	3,272,616
Cordia Global 10. Development Subfund	Sasad Hilltop	1,192,212	362,959
Cordia Global 11. Development Subfund	Grand Corvin	3,619,833	1,353,576
Cordia Global 12. Development Subfund	Marina Portside	1,583,568	397,942
Cordia Global 13. Development Subfund	Universo	2,820,664	0
Cordia Global 14. Development Subfund	N/A	0	184,279
Cordia Global 17. Development Subfund	Young City 3	765,586	0
Cordia Global 18. Development Subfund	Akadémia Garden	1,372,184	145,137
Cordia Global 19. Development Subfund	Grand Corvin 2	6,480,881	0
Cordia Global 2. Development Subfund	Corvin Átrium 2	913,816	6,754,793
Cordia Global 3. Development Subfund	Young City	1,429,614	1,372,536
Cordia Global 3. Development Subfund	Young City 2	2,017,741	1,625,524
Cordia Global 4. Development Subfund	Rózsa55	1,326,021	4,059,227
Cordia Global 5. Development Subfund	Grand'Or	968,666	696,197
Cordia Global 7. Development Subfund	Marina Garden	7,805,922	5,515,641
Cordia Global 8. Development Subfund	Sasad Resort Hill	1,204,576	1,115,162
Cordia Global 8. Development Subfund	Sasad Resort Sun	1,193,490	1,049,102
Cordia Global 9. Development Subfund	Centropolitan	737,951	317,684
Cordia FM Társasházkezelő Kft	N/A	62,747	37,459
Cordia Parcului Residential project SRL	Parcului201	675,464	15,546
Projekt Krakow 1	Lotniczówka	489,104	0
Cordia Supernova Sp. Z o.o.	Supernova	66,804	2,347,030
Projekt Warszawa 1	Zielone Bemowo 1	517,817	1,176,157
Projekt Warszawa 1	Zielone Bemowo 2	715,039	0
Villena sp. z o.o.	Cystersów Garden 2	0	28,867
Projekt Warszawa 2 Cordia Partner 3 Sp. z o.o. Sp.k.	Horyzont Praga	44,696	0
Projekt Kraków 3 Cordia Partner 2 Sp. z o.o. Sp.k.	Jerozolimska	11,639	0
<b>Total subsidiaries</b>		<b>40,810,106</b>	<b>35,763,806</b>
Cordia Global 6. Development Subfund	Marina Life	1,843,563	1,104,495
Cordia Global 6. Development Subfund	Marina Life 2	982,397	0
<b>Total including joint venture</b>		<b>43,636,066</b>	<b>36,868,300</b>

### For the period ended

*In thousands of Hungarian Forints (THUF)*

01.01.2019-31.12.2019

Opening balance of customer advances	35,763,806
Increase in contract liabilities from customer advances received for not completed performance obligations	23,551,409
VAT related contract liability decrease that was included in the contract liability balance at the beginning of the period	853,806
Revenue recognised that was included in the contract liability balance at the beginning of the period	17,651,302
<b>Closing balance of customer advances</b>	<b>40,810,106</b>

## j) Cash Flow

The cash-flow statement confirms and well illustrates the trends presented and described in previous chapters, namely the very dynamic expansion of Cordia Group (which can be traced as ongoing increase in inventory line) has been financed by: i) equity injected by major shareholder ii) capital contributed by non-controlling holders of shares and investment notes, iii) bank loan financing.

Cordia Group increased also its financial capabilities by placement of long-term bonds in late 2019 for the nominal value of HUF 44.0 billion.

<i>In thousands of Hungarian Forints (THUF)</i>	<b>31.12.2019</b>	<b>31.12.2018</b>
<b>Cash flows from/(used in) operating activities</b>		
Profit/(loss) before taxation for the period	6,762,371	3,544,811
Depreciation	504,285	154,930
Other non-cash movements*	568,872	616,823
Profit/loss on sale of tangible and intangible assets	-56,518	21,261
Net finance income/expense	254,557	-119,681
Increase in inventory	-40,906,278	-17,848,785
Share of loss in joint venture	146,460	102,756
Decrease/(increase) in trade and other receivables	923,993	1,251,687
(Decrease)/increase in liabilities from related parties	-786,133	-2,552,379
Increase in trade and other payables	7,603,720	-810,345
Increase in short-term loan receivables	-342,963	0
Increase in provision	102,151	0
Increase in advances received	5,046,300	10,235,873
Interest paid	-650,498	-723,472
Income tax paid	-347,863	-427,934
<b>Net cash from/(used in) operating activities</b>	<b>-21,177,544</b>	<b>-6,554,456</b>
<b>Cash flows from/(used in) investing activities</b>		
Proceeds from sale of investment property	0	0
Proceeds from sale of non-current assets held for sale	0	0
Cash paid for acquisition of subsidiaries	-10,487,932	-137,924
Cash of acquired subsidiaries	1,510,746	241,104
Acquisitions of tangible and intangible assets	-262,024	-316,631
Sale of tangible and intangible assets	25,843	0
Investing in other long-term financial assets	-8,470,402	2,803,287
Increase of long-term loan receivables	1,010	-182,387
Repayment of long-term loan receivables	1,130,988	147,940
Repayment of short-term loan receivables	3,296,947	0
Interest received	35,765	294,912
Purchase of investments in joint ventures	-594,119	-832,556
<b>Net cash from/(used in) investing activities</b>	<b>-13,813,178</b>	<b>2,017,745</b>
<b>Cash flows from/(used in) financing activities</b>		
Proceeds from loans and borrowings	22,820,096	28,642,619
Repayment of loans and borrowings	-11,467,294	-23,302,397
Capital increase	8,742,935	0
Proceeds bond issue net of issuance cost	44,236,063	0
Issuance of non-controlling shares and investment notes	10,058,175	10,240,551
Redemption of non-controlling shares and investment notes	-7,490,178	-1,574,971
Repayment of lease liability	-279,227	0
<b>Net cash from financing activities</b>	<b>66,620,570</b>	<b>14,005,802</b>
<b>Net change in cash and cash equivalents</b>	<b>31,629,848</b>	<b>9,469,091</b>
Cash and cash equivalents at beginning of the year	19,440,344	9,971,253
<b>Cash and cash equivalents at end of the period</b>	<b>51,070,192</b>	<b>19,440,344</b>

\*Other non-cash movements mainly include unrealized foreign exchange differences.



### **k) Current and Planned Investments and Constructions**

As of 31 March 2020 Cordia Group was involved in active development (construction) of 24 projects comprising 4,938 apartments, of which (as end of March 2020) as many as 2,937 units were pre-contracted with the customers. All these projects are intended to be completed by Cordia Group during 2020 and during the next years which will substantially contribute to revenues and profits recognised by Cordia Group in the forthcoming periods.

More details on the value of the contracts executed with the customers and the money collected from the customers by end of December 2019 can be read in the Cordia Group's Consolidated Financial Statements as 31 December 2019.

The entire detailed list of the residential projects that are in the pre-development (preparatory) phase as well as which are on-going and active developments under construction is presented in Section 5.11 (*List of the Projects of Cordia Group*).

### **l) Source of Equity and Liability**

Source of capital financing Issuer operations is presented in details in the foregoing chapters „Equity and Liabilities“ and „Cashflow“.

## **8 FINANCIAL STATEMENT**

The copy of the audited Consolidated Financial Statements as of and for the financial year ended on 31 December 2019 and the copy of the audit report thereon as well as of the audited Separate Financial Statements of the Issuer as of and for the financial year ended on 31 December 2019, are attached to this Information Memorandum in Annex 5 (*Consolidated Financial Statements 31 December 2019 and Separate Financial Statements 31 December 2019*).

## **9 LITIGATION**

The Issuer discloses the below information on certain litigations being significant. The Issuer does not have any ongoing material litigation. Only Polnord has ongoing litigations that might be material, the Issuer, therefore, describes such litigations in this section. Except for the claims deriving from Polnord's litigation with Hanapeta, the claims being litigated as described below are fully and properly provisioned in the accounting books of Polnord.

### **a) Polnord's Litigation with Hanapeta**

On 20 January 2020 Hanapeta Holdings Co. Limited with its registered office in Nicosia ("Hanapeta") filed a lawsuit for declaring invalidity of Polnord S.A's Management Board ("Management Board") resolution on determining the rules of offering T-series shares and determining invalidity of the rules of subscription for T-series shares in Polnord S.A together with a motion for securing the claim. The Issuer has participated on the offering of T – series shares and as of 10 of February 2020 has increased its shareholding in Polnord S.A. to 65.66% as a result of registration by the relevant court of the newly issued shares T. As of 9 April, 2020 in result of the settlement of the public tender for Polnord S.A. shares, the Issuer increased its holding to 92.92% of Polnord S.A.'s stake.

As per Hanapeta statement of claims the resolution of the Management Board of Polnord S.A is allegedly contradictory to Article 431 § 6 of the Commercial Companies' Code ("CCC") due to the reason that the

subscription of T-series shares by investors is conditional on the grounds that the purchase price for T-series shares was set within certain time frame specified by Polnord S.A.'s Management Board in the Subscription Rules and as well in invitations to acquire T-Series shares. On 28 January 2020 the District Court in Warsaw issued a decision on rejecting Hanapeta's request to secure a non-monetary claim for the declaring Polnord S.A.'s Management Board's resolution null and void with regard to the adoption of the Subscription Rules and declaring the non-existence of the Subscription Rules. According to the information obtained by Polnord S.A., the Court under Article 357 par. 6 of the Polish Commercial Companies' Code, the Court abandoned the justification of the decision, since the Court shared the Company's arguments cited in support of the request to dismiss Hanapeta's request for securing the claim, contained in the Company's pleading in response to the request for securing the claim.

In the Company's opinion, the petitions of Hanapeta are groundless since, the Subscription Rules have been adopted by Polnord S.A.'s Management Board by a resolution on the basis of the authorization contained in the Issuance Resolution and in accordance with the mandatory legal provisions. The Subscription Rules presented to investors participating in the subscription process of the Series T Shares explicitly indicate that in the event of failure by the investor to which the Management Board, acting through the offeror (i.e. Noble Securities SA) has sent an invitation to subscribe for the Series T Shares, payments for the Series T Shares within the term indicated in this invitation, the Management Board will be entitled to withdraw the invitation and propose subscribing for the Series T Shares to another investor who meets the criteria indicated in the Issuance Resolution. The Company will conclude unconditional agreements on the subscription of the Series T Shares within the dates specified in the Subscription Rules with investors who have made payments for the offered Series T Shares within the time limit specified by the Management Board. Such an organization of the subscription process for the Series T Shares is in accordance with the Issuance Resolution, applicable law, and well-established market practice. It ought to be emphasized that Hanapeta did not make a timely payment for the Series T Shares despite calls by Polnord S.A. and despite taking part in the book building process and submitting a declaration of participation in the subscription process of the Series T Shares. As a result of the capital increase by the Issuer in Polnord S.A. as of 9 April, 2020 Hanapeta has sold its remaining shares held in Polnord S.A. to the Issuer and ceased to be shareholder in Polnord S.A.. Polnord S.A. will take any and all legal steps to protect the interests of Polnord S.A. and continue the process of increasing the share capital on the basis of the Issuance Resolution. As of the date of this Information Memorandum no date has been scheduled for the hearing.

Further to the above and with respect to the legal grounds of Hanapeta's claims it is noted that since 9 April 2020, Hanapeta does not hold any shares in Polnord S.A.'s share capital, it, therefore, is very unlikely that Hanapeta can evidence any legal interest in relation to its claims. On this ground Polnord S.A. has requested the court to dismiss the case.

#### **b) Polnord's lawsuits against Municipal Water Supply and Sewerage System Enterprise**

On 5 March 2013 Polnord SA along with Prokom Investments SA (a company not related to Polnord) brought a lawsuit against Municipal Water Supply and Sewerage System Enterprise ("MPWiK") concerning a take-over of water supply and sewerage system, built on site of the Miasteczko Wilanów Housing Estate project for a compensation payment to Polnord S.A. of the gross amount of PLN 57.3 million corresponding to the value of equipment, taking into account all construction costs and derived construction costs (excluding operating costs) spent in connection with the execution of utility system. The Court conducted evidence hearings. The court admitted evidence from the expert opinion

concerning the value of equipment and the determination of the entity that constructed it. No hearing is scheduled as of today; the hearing should be scheduled after expert opinion will be delivered.

In addition to the above on 25 April 2012, Polnord SA filed a claim against MPWiK for the payment of PLN 20.1 million as compensation for the non-contractual use of water and sewage system equipment on site of the Miasteczko Wilanów Housing Estate. The lawsuit concerns one of many claims related to the construction of water supply and sewage system (water pipes, wastewater and rainwater drainage systems), which should have been taken over by MPWiK operator into ownership. The Court found that the claims are, for the most part, time barred. Both parties appealed against the judgement. On 21 September 2018 the Court of Appeal revoked the judgment and referred it back to the District Court. On 6 March 2019, the Supreme Court overturned the judgment of the Court of Appeal in Warsaw, ordering the Court to examine the merits of the case. No hearing is scheduled as of today.

On 25 October 2016 Polnord SA filed a lawsuit against MPWiK operator for the take-over of the property right of the equipment of the rainwater drainage system by the municipal company or the City of Warsaw, which was built by Polnord in the Miasteczko Wilanów Housing Estate, and a claim for payment. The amount of Polnord claims reaches approx. PLN 52 million gross. The court conducts evidence hearing in the case and an expert opinion has been ordered on the construction and financing of the construction and maintenance of Rainwater Discharge System by Polnord. No hearing is scheduled as of today; the hearing should be scheduled after expert opinion will be delivered.

### **c) Polnord's litigation with Polish State Treasury**

On 28 June 2013 Polnord SA brought a lawsuit to the Court in Warsaw against the Capital City of Warsaw ("the City") and the State Treasury ("the Governor of the Masovian Voivodeship") for indemnity of the damage incurred by Polnord S.A as a result of unlawful decisions on refusal to pay indemnity for public roads in the Wilanów District, Warsaw issued by administrative authorities.

Since 2009 Polnord has been in the dispute with the City regarding the indemnity for the take-over by the City of ownership of land plots allocated for public roads on site of the Miasteczko Wilanów Housing Estate in Warsaw. The President of the Capital City of Warsaw and the Head of the Masovian Voivodeship issued in 2009-2010 decisions refusing to pay indemnities due and payable to Polnord S.A for a total of 16 hectares of land. As a result of an appeal filed by Polnord S.A, in the judgment of 21 December 2010 the Provincial Administrative Court declared the invalidity of administrative decisions and clearly stated that the claims of Polnord for indemnities for the land allocated for public roads are fully justified. The decision issued by the Provincial Administrative Court was upheld by the Supreme Administrative Court on 5 June 2012.

On 30 July 2013 the Parent Company requested for a pre-trial settlement, however it never happened.

On 16 September 2013, Polnord SA filed a lawsuit in which it claims a compensation of PLN 123 million. The Management of the Company believes, that its claims are justified and makes efforts to satisfy them as soon as practicable. By virtue of decision of 5 December, 2017, the Court suspended the proceedings until the final administrative decision. The decision on suspension is final as the Court of Appeal dismissed the appeal against the decision on suspension.

Proceedings to pay compensation for damage sustained as a result of unlawful administrative decisions,

refusing to pay compensation for public roads in Wilanów are pending. No hearing is scheduled as of today; the proceeding suspended.

#### **d) Polnord's litigation with the Town Hall of Warsaw**

On 28 June 2013 Polnord SA's subsidiary tabled a motion with the Mayor of the Capital City of Warsaw, pursuant to Article 98, paragraphs. (1) and (3) of the Real Property Management Act, for undertaking negotiations on determination and payment of indemnities for plots of land, located in the district of Wilanów in the City of Warsaw, with the total area of 10 hectares, allocated for public roads ("the Plots of Land").

The total amount of the indemnity was estimated at PLN 182.2 million in compliance with the valuation adopted in the appraisal report prepared by a certified property appraiser appointed by Polnord SA.

On October, 2015 the Provincial Administrative Court in Warsaw rejected Polnord's subsidiary's claim on the grounds that the compensation should be, in fact, paid to Polnord SA. The Supreme Administrative Court dismissed National Agricultural Support Centre's (KOWR) cassation appeals, which resulted in the return of the entire case to the administrative body.

During the re-examination, the case was referred to the Head of Legionowo County. On 26 July 2019 the Head of the Legionowo County issued an administrative decision refusing to establish and award compensation for one of the real estates in question. This decision was appealed against by Polnord S.A. to the Governor of the Masovian Voivodeship.

With respect to the remaining properties, proceedings are pending in front of the Head of Legionowo County. An expert appraisal has been ordered and the market value of these properties had been assessed at a value of PLN 56.5 Million Polnord S.A submitted its reservations on the above -mentioned valuation surveys. No hearing is scheduled as of today as we are awaiting for the final decision to be issued.

#### **e) Polnord's litigations with Polish National Agricultural Support Centre (KOWR)**

Polnord S.A's subsidiaries are parties in litigations with the National Support Centre for Agriculture involvement, related to perpetual usufruct of land in area of the Warsaw's Wilanów District. These disputes are a result of the terminations by the National Support Centre for Agriculture of annual fees vis-a-vis former perpetual usufructuaries in 2003 and in 2007 and vis-a-vis the Group Member Companies in 2011 and 2015. In the Group's opinion, the annual fee notices given by National Agricultural Support Centre (KOWR) vis-a-vis Group member companies were ineffective. The National Agricultural Support Centre (KOWR), without waiting for the outcome of the update proceedings, filed lawsuits for payment in the principal amount of PLN 75 Million plus interest. Additionally the National Agricultural Support Centre (KOWR) filed a lawsuit against Polnord S.A. and claimed the payment of annual fees for real properties whose perpetual usufruct. In the opinion of the Group Member Companies the claim has expired pursuant to Article 98 par. 1 of the Property Management Act, and therefore the actions are undue. The next hearing is scheduled for July 22, 2020.

## **10 MATERIAL CONTRACTS**

The Issuer has not entered into any material contracts outside of its ordinary course of business which

could result in any Cordia Group member being under an obligation or having any entitlement that is material to the Issuer's ability to perform its obligations, to the assessment of the Issuer and/or of the Bonds.

#### **10.1.1 Related party transactions**

The transactions described in this paragraph are transactions which, as a single transaction or in their entirety, are or may be material to the Issuer and have been entered into by the Issuer and/or its Subsidiaries with a related party as of the date hereof at arm's length.

On 25 March, 2020 European Residential Investments Kft. has acquired 20.6 % of the shares in ARGO Properties N.V. a public company incorporated under the laws of Netherlands ("ARGO") from Futureal Holding B.V. a holding company belonging to Futureal Group for a purchase price corresponding to the book value of ARGO. ARGO was incorporated in 2018 and dynamically growing company purchases, manages and appreciates residential buildings in the towns of Leipzig, Dresden and Magdeburg and develops and converts office properties in Berlin

### **11 CONTEMPLATED USE OF PROCEEDS**

The net proceeds of the Issue will be applied by the Issuer for the financing of investments into real estate projects and real estate developments, various acquisitions (including – among others – lands, portfolios of lands, business shares and immaterial goods), working capital as well as for the potential refinancing of outstanding loans used for the financing of the aforementioned purposes (including, but not limited to senior loans and shareholder loans as well).

### **12 COVERAGE FOR THE PERFORMANCE OF THE LIABILITIES BASED ON BONDS**

The contemplated financial coverage for the performance of the Issuer's payment obligation under the Bonds will be available from the free cash-flow generated by the Issuer and from the funds distributed by other members of the Cordia Group to the Issuer as well as – to the extent necessary – the assets of Issuer.

Majority of the Issuer's income is deriving from Cordia Group members in different ways depending on the legal form of the relevant Cordia Group members, including dividend payments, dividends / distributions on investment units and interest accrued on intercompany loans provided by the Issuer as well as capital / principal repayments. Source of the cash-flow is expected to be generated from – inter alia – Cordia Group's ongoing projects and from new investments that may be realised from the net proceeds of the Bonds (as contemplated under Section 11 (*Contemplated Use of Proceeds*)).

### **13 AUCTION AND ALLOCATION**

#### **13.1 Introduction**

The Bonds will be issued by way of a public offering (*nyilvános forgalomba hozatal*) in Hungary under Hungarian law to "qualified investors" (the "**Investors**") within the meaning of Article 2(e) of the Prospectus Regulation.

The Bonds will be offered and distributed only in Hungary, and will not be offered or distributed outside of Hungary. The Bonds will not be registered under the U.S. Securities Act of 1933, or any state securities law of the United States of America, and the Bonds may not be offered or sold within the

United States of America or to, or for the account or benefit of, any U.S. person.

The Bonds will be offered in Budapest, Hungary, within the framework of a closed book auction process (*nem nyilvános ajánlati könyves aukciós értékesítés*) to be held on 23 July 2020 through the MMTS1 Trading System operated by BSE, in accordance with the terms described herein and the MMTS1 Trading System Rules (as defined below).

Given that only stock exchange member entities can have access to the MMTS1 Trading System, the Issuer appointed Raiffeisen Bank Zrt. to initiate the Auction (the "**Auctioneer**"). Pursuant to the MMTS1 Trading System Rules, the Auctioneer elected multiple-price trade-matching algorithm for the purposes of matching orders in the course of the auction of the Bonds. The Auctioneer will also be the entity eligible to tender Buying Offers (i.e. the purchase offers of Investors), provided that the NBH will, as an investor with direct access to the MMTS1 Trading System, tender its own Buying Offer directly through the MMTS1 Trading System.

For the avoidance of doubt, Investors (with the exception of the NBH and the Auctioneer) are not allowed to tender their own Buying Offers directly through the MMTS1 Trading System.

### 13.2 Auction related definitions

<b>Allocation</b>	means the procedure following the closing of the auction whereby Buying Offers are matched by the Issuer and the Auctioneer based on the multiple-price trade-matching algorithm, and the Issuer and the Auctioneer decides on the rate of allocation and the acceptance of the Buying Offers.
<b>Auctioneer</b>	means Raiffeisen Bank Zrt. making the Selling Offer for and on behalf of the Issuer, due to the fact that the MMTS1 Trading System may be accessed only by stock exchange member entities.
<b>Buying Offer</b>	means the auction counteroffer being a bid order to buy the Bonds.
<b>Bidder</b>	means (i) the Auctioneer; and (ii) the NBH (who is an investor with direct access to the MMTS1 Trading System and may tender its own Buying Offer directly through the MMTS1 Trading System).
<b>Deposit Account</b>	means the segregated HUF deposit account (" <i>elkülönített letéti számla</i> ") of the Issuer held with the Auctioneer under account number 12002102 - 00833301 - 40000008.
<b>Framework Agreement</b>	means the respective agreement titled " <i>Framework Agreement for Exchange – Listed and OTC Spot and Derivative Transactions</i> ", as entered into between a Hungarian institutional investor within the meaning of section 5(1)(60) of the Capital Markets Act (excluding any Investors who qualify as credit institutions) and the Auctioneer.
<b>Minimum Price Level</b>	means the lowest price at which a transaction can be concluded, as specified by the Auctioneer within its discretion following the receipt of the Buying Offers.
<b>MMTS1 Trading System Rules</b>	means the trading rules applicable for the MMTS1 Trading System, as approved at the date of this Information Memorandum by Resolution No.

	45/2020 of the Executive Officer of the Budapest Stock Exchange Ltd. effective as of 26 February 2020" (available in Hungarian and English languages on the website of the BSE from the following links: <a href="https://www.bet.hu/Befektetok/Szabalyozas/Tozsdei-szabalyzatok">https://www.bet.hu/Befektetok/Szabalyozas/Tozsdei-szabalyzatok</a> and <a href="https://www.bse.hu/Products-and-Services/Rules-and-Regulations/BSE-Rules">https://www.bse.hu/Products-and-Services/Rules-and-Regulations/BSE-Rules</a> ).
<b>Selling Offer</b>	means the auction offer made for the selling of the Bonds.
<b>Offering Size</b>	means aggregate face value of the Bonds offered for sale in the Selling Offer, being HUF 36,000,000,000.

### 13.3 The auction process

The auction of the Bonds shall take place during a period commencing at 14:00 (Budapest time) on 23 July 2020 and ending at 15:30 (Budapest time) on 23 July 2020 (the **Auction Period**).

#### (a) *Investors without access to Bloomberg chat*

Investors without access to Bloomberg chat shall make their Buying Offers to the Auctioneer by way of sending a duly executed and completed auction form (in the form as attached to Annex 3 (*Auction Form*) of this Information Memorandum) in scanned pdf format via e-mail (to the following e-mail addresses: [oliver.kondor@raiffeisen.hu](mailto:oliver.kondor@raiffeisen.hu), [laszlo2.lovass@raiffeisen.hu](mailto:laszlo2.lovass@raiffeisen.hu)) at the latest until 15:00 (Budapest time) on 23 July 2020. The Auctioneer is entitled but not obliged to treat any auction forms received following the applicable period as null and void.

The time of receipt by the Auctioneer of the auction form shall be conclusive with respect to the time of making the Buying Offer by that Investor. If another auction form is sent by the Investor which amends that Investor's first auction form, then the contents of the second auction form shall prevail over the contents of the first auction form, provided that:

- (A) the time of receipt by the Auctioneer of the first auction form shall be conclusive with respect to the time of making those Buying Offers of the Investor which were not amended by the second auction form; and
- (B) the time of receipt by the Auctioneer of the second auction form shall be conclusive with respect to the time of making those Buying Offers of the Investor which were amended by the second auction form.

#### (b) *Investors with access to Bloomberg chat*

Investors with access to Bloomberg chat shall make their Buying Offers to the Auctioneer via Bloomberg chat in the following manner:

- (i) The respective Investor shall send to the Auctioneer a message in the Bloomberg chat during a period commencing at 14:00 (Budapest time) on 23 July 2020 and ending at 15:00 (Budapest time) on 23 July 2020. The message in the Bloomberg chat shall contain that Investor's Buying Offers (which shall include for each Buying Offer the respective number of Bonds and the corresponding purchase price (rounded up to four decimals) offered).
- (ii) If the respective Investor sends a second message in the Bloomberg chat within the timeframe specified in paragraph (i) above and that second message sent by the

Investor amends that Investor's first message, then the contents of the second message shall prevail over the contents of the first message (i.e. the second message shall constitute that Investor's final and binding Buying Offer), provided that the time of receipt by the Auctioneer of the second message shall be conclusive with respect to the time of making the Buying Offers of the Investor.

The Auctioneer is entitled but not obliged to treat any messages in the Bloomberg chat which are received following the applicable period as null and void.

*(c) The NBH and the Auctioneer as Investors*

Notwithstanding anything to the contrary in this section 13.3 (*The auction process*), the NBH, the Auctioneer are entitled to submit Buying Offers during the entire Auction Period directly through the MMTS1 Trading System in accordance with the MMTS1 Trading System Rules and Section 50(3) of the Capital Markets Act.

*(d) Binding nature of the Bloomberg chat messages and the auction forms*

The submission by the respective Investor of the duly completed message in the Bloomberg chat or (in case of Investors without access to Bloomberg chat) the duly completed and signed auction form within the applicable deadline (or, as applicable, each of the NBH or the Auctioneer have duly submitted their Buying Offers directly through the MMTS1 Trading System during the Auction Period), constitutes that Investor's irrevocable and legally binding Buying Offer notwithstanding anything to the contrary in the MMTS1 Trading System Rules.

*(e) Payment of the purchase price*

- (i) Investors (other than the NBH, the Auctioneer or any other Investor who qualifies as a Hungarian institutional investor within the meaning of section 5(1)(60) of the Capital Markets Act) shall credit the full amount of the purchase price of the Bonds to the segregated Deposit Account at the latest until 13:15 (Budapest time) on the business day preceding the date of the Auction. Each Investor shall procure that the narrative field related to any such bank transfer includes a description which enables the Auctioneer to duly identify the sender.
- (ii) Each Investor who qualifies as a Hungarian institutional investor within the meaning of section 5(1)(60) of the Capital Markets Act is required to make available the full amount of the purchase price of the Bonds for OTC (DVP) settlement by KELER on that Investor's respective bank account used for the purposes of OTC (DVP) settlement at the latest until 11:15 (Budapest time) on the Issue Date.
- (iii) The NBH will, as investor, make available the full amount of the purchase price of the Bonds for OTC (DVP) settlement by KELER on the NBH's respective bank account used for the purposes of OTC (DVP) settlement at the latest until 11:15 (Budapest time) on the Issue Date.

Investors (other than the NBH, the Auctioneer or any other Investor who qualifies as a Hungarian institutional investor within the meaning of section 5(1)(60) of the Capital Markets Act) (i) are required to open and maintain a bank account and a securities account with the Auctioneer; and (ii) are only entitled to participate in the Auction following the successful completion of any know your customer and MiFID related tests as may be required by the



Auctioneer acting in its sole discretion. The Auctioneer may reject the Buying Offer of any such Investor who fails to comply with any of the above requirements.

Following the completion of the settlement of the Bonds, the Auctioneer transfers to the respective Investor's bank account any excess amount actually paid by the Investor to the Deposit Account which has not been applied for the actual purchase of any Bonds by that Investor.

In each case it is for the Auctioneer (acting on behalf of the Issuer) to decide within its own discretion as to whether any Bloomberg chat message or any auction form received by it has been duly completed and as to whether the purchase price of the Bonds intended to be purchased by an Investor has been credited in full. Any decision of the Auctioneer in relation to the above shall be conclusive and binding on all parties.

#### **13.4 Access to auction trading system**

Investors shall be aware that Buying Offers and the Selling Offers may solely be made by stock exchange member entities with access to the MMTS1 Trading System. Consequently, the Selling Offer will be made by the Auctioneer acting on behalf of the Issuer.

In order to be able to participate in the auction, Investors (other than the NBH) shall solely mandate the Auctioneer (having access to the MMTS1 Trading System) to act on their behalf. The NBH as potential Investor will make Buying Offers on the MMTS1 Trading System directly without the involvement of any third parties.

#### **13.5 Submission of Selling and Offers, Method of Payment**

- (a) Aggregate face value of the Selling Offer (Offering Size): HUF 36,000,000,000.
- (b) Subject to this Section 13, Investors (other than the NBH and the Auctioneer) shall make a Buying Offer through the Auctioneer having access to the MMTS1 Trading System.
- (c) The Selling Offer is an offer to sell (*eladási ajánlat*) the Bonds.
- (d) Trade-matching algorithm: multiple-price trade-matching algorithm (*Többáras ügyletkötési algoritmus*).
- (e) Allocation: BGS pro rata allocation method (*NKP Arányos allokáció*) as set out in the MMTS1 Trading System Rules.

#### **13.6 Further details of the auction offer**

- (i) *Minimum aggregate amount*

If the aggregate amount of the Bonds determined in the Buying Offers does not reach the Offering Size or for any other reason, the Auctioneer is, acting on the basis of the decision or instruction of the Issuer, entitled to cancel the Auction (or accept the Buying Offers in an amount which does not reach the Offering Size). For the avoidance of doubt, the Auctioneer (acting on the basis of the decision or instruction of the Issuer) is also entitled - in accordance with section 9.3 of the MMTS1 Trading System Rules - to cancel the Auction or accept the Buying Offers in an amount which does not reach the Offering Size, even if the aggregate amount of the Bonds specified in the Buying Offers reaches or exceeds the Offering Size.

If the average auction yield derived from the average price of the acceptable Buying Offers would not exceed the level of the zero coupon yield calculated and published - on the day of the auction - by the Government Debt Management Agency Pte. Ltd. ("ÁKK Zrt.") for the maturity that is closest to the maturity of the Bonds, the Issuer and the Auctioneer will cancel the Auction.

(ii) *Maximum market share*

The maximum market share is strictly 50 % (of the Face Value). This ratio shall not be exceeded, even if the quantity of the Selling Offer cannot be fully matched due to such 50% limit (calculated on the basis of the Face Value).

(iii) *Lot size (kötésegység)*

Lot size is 1 Bond (1 booking).

(iv) *Tick size (árlépésköz)*

Tick size for the Bonds is 0.0001 per cent. of the Bond's price, as set out in section 9.7 of the MMTS1 Trading System Rules.

(v) *Pricing*

Auction limit price is 84.1378% of the Face Value which is specified by the Issuer in advance in accordance with section 10. (d) of the BGS Handout. The Minimum Price Level will be set out by the Auctioneer based on the Buying Offers.

(vi) *Date and place of auction*

We refer to Section 13.3 above.

(vii) *Date of the Allocation*

Allocation is conducted on 23 July during 15:30 - 16:30 CET.

(viii) *Order book*

The order book is non-public. Content of the order book and the information on the Buying Offers is available to the Issuer only via the MMTS1 trading workstation operated by the BSE. Each Bidder may have access to its own Buying Offers. The Auctioneer may have access to all Buying Offers which were received by it.

(ix) *Settlement date*

Settlement and clearing of the transactions are carried out by KELER based on DVP (delivery versus payment) settlement method within two Business Days following the date of the Auction. The respective Bonds will be transferred to the Investors' securities accounts either by KELER (acting within the framework of the OTC (DVP settlement) or by the Auctioneer, as applicable.

(x) *Invited investors*

The Bonds will be issued by way of a public offering in Hungary under Hungarian law to "qualified investors" within the meaning of Article 2(e) of the Prospectus Regulation. The list of the invited Investors is set out in Annex 7 (*List of Invited Investors*).

By signing this Information Memorandum, the Issuer and the Dealer confirm that the Issuer

does not have a majority influence (in Hungarian: "többségi befolyás") in any of the Investors. The above referred eligible investors, as persons interested in the auction (in Hungarian: "az aukcióban érdekelt személyek"), will be notified in connection with the auction via e-mail.

One Investor may only acquire Bonds in the amount not exceeding 50 per cent. of the aggregate amount of the Bonds offered calculated on the basis of the Face Value.

(xi) *Additional selling restrictions*

No additional selling restrictions are applicable.

### **13.7 Disclosure of the auction result**

On the day of auction, the Issuer collects the submitted valid Buying Offers and decides on their acceptance. No later than 17:00 on the day of auction, the Auctioneer notifies the Investors of the acceptance or rejection of the Buying Offers (and, in case of partial acceptance, the accepted amount) via Bloomberg chat (or, via telephone or e-mail in case of Investors without access to Bloomberg chat), and the Issuer discloses the result of the auction on the website of the Issuer (<https://cordiahomes.com/>), on the website of BSE ([www.bet.hu](http://www.bet.hu)) and on the website ([www.kozzetetelek.hu](http://www.kozzetetelek.hu)) operated by NBH. Should any Buying Offers prove to be null and void, a supplemental disclosure will be made by the Issuer on the actual aggregate number of the Bonds issued. Any relevant regulated information (if any) is disclosed by the Issuer in accordance with the applicable laws and rules imposed by the Budapest Stock Exchange.

### **13.8 Allocation**

Duly made Buying Offers are matched until 16:30 (Budapest time) on 23 July in full in descending order of price and ascending order of yield. Buying Offers are matched pursuant to Annex 4 (*BGS Allocation Algorithm*) of the MMTS1 Trading System Rules.

When pairing transactions at the Minimum Price Level, all Buying Offers at Minimum Price Level made by the persons with access to the MMTS1 Trading System are matched in accordance with the MMTS1 Trading System Rules and algorithm as amended and applicable from time to time.

## **14 DOCUMENTS INCORPORATED BY REFERENCE OR ON DISPLAY**

The deed of foundation (in Hungarian: "alapszabály") of the Issuer dated 25 March 2020 is published in electronic form on the website of the Issuer, <https://cordiahomes.com/>.

The following documents shall be incorporated by reference in, and form part of, this Information Memorandum:

- (a) the audited IFRS Consolidated Financial Statements of the Cordia Group for the financial year ended 31 December 2019, and the audit report,
- (b) the audited IFRS Separate Financial Statements of the Issuer for the financial year ended 31 December 2019, and the audit report.

Copies of the documents incorporated by reference in this Information Memorandum can be obtained in electronic form from the website of the Issuer, <https://cordiahomes.com/>.

Any documents themselves incorporated by reference in the documents incorporated by reference in this Information Memorandum shall not form part of this Information Memorandum.

Without any limitation, the contents of any websites, rules, policies of any authority, entity (including the Issuer) or person referred to in this Information Memorandum are for information purposes only and do not form part of this Information Memorandum.

## **15 INFORMATION FROM THIRD PARTY, EXPERT REPORTS**

This Information Document does not contain any statement or report attributed to a person as an expert engaged by Cordia Group.

Information incorporated into this Information Memorandum has been produced by the Issuer and third parties explicitly indicated in this Information Memorandum.

The Issuer does not take any liability or responsibility for any statistics, data and other information relating to markets, market sizes, market shares, market positions and other industry data pertaining to the Issuer's and Cordia Group's business and market contained in this Information Memorandum.

## 16 BOND GROWTH SCHEME RELATED DECLARATION

### **CORDIA International Ingatlanfejlesztő Zártkörűen Működő Részvénytársaság**

(seat: 1082 Budapest, Futó utca 47-53. VII. em.; company registration number: Cg.01-10-048844 (the „**Issuer**”), for the purpose of the issue of the Bonds in the framework of the Bond Growth Scheme (Növekedési Kötvényprogram), hereby makes the following declaration and undertaking towards the National Bank of Hungary.

The Issuer undertakes

- (a) to issue the Bonds through the auction trading system operated by the Budapest Stock Exchange (MMTS1 Trading System);
- (b) to ensure that maximum fifty % (50%) of the Bonds is obtained by one person through the auction;
- (c) to register the Bonds on the XBond trading facility operated by the Budapest Stock Exchange within one hundred and eighty (180) days following the completion of the issuance and to ensure that the Bonds will be traded on such trading facility until their maturity;
- (d) to ensure that at least one market maker will enter into a market making agreement with the Budapest Stock Exchange with the following terms to maintain to maintain binding price quotation on the trading facility for the Bonds and maintains it during the term of the Bonds:
  - (i) the market maker posts two-way quotes on each trading day on its own account (bid quotes and offer quotes in the same time), and maintains the quotes for at least 15 minutes;
  - (ii) the nominal value of the quotes is

### **CORDIA International Ingatlanfejlesztő Zártkörűen Működő Részvénytársaság**

(székhely: 1082 Budapest, Futó utca 47-53. VII. em.; cégjegyzékszám: Cg.01-10-048844 (a „**Kibocsátó**”), a Kötvényeknek a Növekedési Kötvényprogram keretében történő kibocsátás céljára, az alábbi nyilatkozatot és kötelezettségvállalásokat teszi a Magyar Nemzeti Bank részére.

A Kibocsátó vállalja

- (a) hogy a Kötvények kibocsátását a Budapesti Értéktőzsde által üzemeltetett aukciós kereskedési rendszeren (MMTS1 kereskedési rendszer) keresztül bonyolítja le;
- (b) annak biztosítását, hogy az aukciót követően forgalomba hozatalra kerülő Kötvények legfeljebb 50%-a kerülhet egy szereplő birtokába;
- (c) hogy a Kötvényeket a forgalomba hozatal lezárását követő 180 napon belül bevezeti a Budapesti Értéktőzsde által működtetett XBond kereskedési helyszínre és ott azokat lejáratukig forgalomban tartja;
- (d) annak biztosítására, hogy legalább egy árjegyző a Kötvények teljes futamidejére árjegyzési szerződést köt a Budapesti Értéktőzsdével a kereskedési helyszínen kötelező érvényű árjegyzés fenntartásáról, melynek keretében:
  - (i) az árjegyző minden kereskedési napon saját számlás kétoldali ajánlatokat tesz (egyidejű vételi és eladási ajánlat), amelyeket legalább 15 percen keresztül fenntart,
  - (ii) az ajánlat névértéke a vételi és az

- equal to or exceeds the HUF equivalent of EUR 100,000 on both buy-side and sell-side or concerns to at least one security; and
- (iii) the difference between the bid yield and the ask yield calculated for a trading day falling two trading days after the quotation day shall not exceed 200 basis points.
- (e) to refrain from any transaction, combination of transactions or other solutions which, in itself or in terms of its combined effects, is or may be capable to facilitate fund-raising from a member of the group of which the Issuer is member, from the owner(s) of such member of the group or the close relative of such owners, through the issue of the Bonds within the framework of the Bond Growth Scheme;
- (f) to provide, upon request of National Bank of Hungary, ad hoc information for the purpose of monitoring the compliance with the obligation set out under point (e) above;
- (g) to use the proceeds received from the issuance in line with and for the purposes set forth in the duly accepted business plan, provided to the rating agency preparing the credit rating and being acceptable pursuant to the handout, and as indicated in the rating report for which the Issuer assumes liability;
- (h) to provide all the necessary documents and information required for credit rating to the Credit Rating Agency in due time, and to duly cooperate with Credit Rating Agency in the rating process. The Issuer agrees and approves that the National Bank of Hungary and the Credit Rating Agency may publish the rating of the Issuer and the
- eladási oldalon is egyaránt eléri a legalább 100.000 eurónak megfelelő forintösszeget, vagy legalább 1 darab értékpapírra vonatkozik,
- (iii) a vételi és eladási árfolyamhoz tartozó, az árjegyzés napját követő második kereskedési napra számított hozamok közötti különbség nem haladja meg a 200 bázispontot.
- (e) tartózkodik minden olyan ügylettől vagy ügylet együttestől, konstrukciótól, ami önmagában vagy együttes hatásait tekintve alkalmas lehet arra, hogy azon vállalatcsoport tagjától, vagy a vállalatcsoportba tartozó vállalat tulajdonosától, illetve tulajdonosának közeli hozzátartozójától a Növekedési Kötvényprogramban kibocsátott kötvény révén történő forrásbevonást valósítsa meg, amelynek a Kibocsátó a csoporttagja;
- (f) a Magyar Nemzeti Bank felhívására a fenti (e) pontban foglalt kötelezettség teljesülésének ellenőrzése céljára eseti adatszolgáltatást teljesít;
- (g) hogy a kibocsátás révén bevont forrást a kibocsátáshoz szükséges, terméktájékoztató szerint elfogadható hitelminősítést készítő hitelminősítő rendelkezésére bocsátott, szabályszerűen elfogadott üzleti tervnek megfelelően, az abban meghatározott célokra használja fel, a hitelminősítői riportban foglaltak szerint, amelyért felelősséggel tartozik;
- (h) hogy a hitelminősítéshez szükséges minden dokumentumot és információt a megfelelő időben a Hitelminősítő rendelkezésére bocsátja és a minősítés során vele mindenben együttműködik, továbbá hozzájárul ahhoz, hogy a Magyar Nemzeti Bank és a Hitelminősítő a Kibocsátó, valamint a Kötvények minősítését és annak évenkénti

Bonds on their websites together with the annual reviews and rating reports;

- (i) to promptly provide, upon request of the National Bank of Hungary, all information, including the information concerning the ultimate beneficiary or beneficiaries of the Issuer, that have significance in respect of evaluation whether, in the event of purchase of the Bonds by the National Bank of Hungary, the compliance with the requirements of monetary financing prohibition and the Bond Growth Scheme set out in the handout would be assured. The Issuer also undertakes to share these information with all investors to whom it communicated a public offer regarding the Bonds;

- (j) that, in case of partial repurchase or redemption of the Bonds before their maturity, the Issuer repurchases the Bonds from National Bank of Hungary in proportion to the rate of the Bonds owned by it from the series at the time of repurchase or redemption. The price for the repurchase can be determined following a prior discussion with the Bondholders and with the consent thereof;

- (k) that the aggregate nominal value of the Bonds accepted by the Issuer after the submission of the offers will not exceed the volume announced in the Issuer's auction offer;

- (l) to determine for the auction process the lower limit of the price offers;

- (m) to ensure that the issue, the Issuer and the Bonds will comply with the requirements of the Bond Growth Scheme set out in the handout *(Tájékoztató a Növekedési*

felülvizsgálatát, a kapcsolódó rating riportokkal együtt a honlapján közzétehesse;

- (i) hogy az MNB kérésére haladéktalanul rendelkezésre bocsát minden olyan információt, ideértve a Kibocsátó végső kedvezményezettjére vagy kedvezményezettjeire vonatkozó információkat is, ami annak megítélése szempontjából jelentőséggel bír, hogy a Kibocsátó adott értékpapírjának MNB általi vásárlása esetén biztosított lenne-e a monetáris finanszírozás tilalmára vonatkozó követelményrendszernek és a Terméktájékoztató szerinti követelményeknek való megfelelés. A Kibocsátó vállalja továbbá, hogy ugyanezeket az információkat mindazon befektetőkkel közli, akikkel az adott értékpapírra vonatkozó nyilvános ajánlattételt közöl;

- (j) a Kötvény sorozat egy részének a futamidő lejáratára előtti visszavásárlása vagy visszaváltása esetén legalább olyan arányban vásárol vissza abból a Magyar Nemzeti Banktól, mint amilyen arányban a Magyar Nemzeti Bank a Kötvény-sorozatból értékpapírral rendelkezik a visszavásárlás, illetve visszaváltás időpontjában. A visszavásárlási ár meghatározása a Kötvénytulajdonosokkal folytatott előzetes egyeztetést követően és hozzájárulásukkal határozható meg;

- (k) hogy az ajánlatok benyújtását követően a Kibocsátó által elfogadásra kerülő Kötvények össznévértéke nem haladja meg az aukciós ajánlatban meghirdetett össznévértéket;

- (l) hogy az aukciós eljárás során meghatározza a benyújtható árajánlatok alsó korlátját;

- (m) hogy a kibocsátás, a Kibocsátó és a Kötvények megfelelnek a Növekedési Kötvényprogramra előírt, a „Tájékoztató a Növekedési Kötvényprogram feltételeiről”-ban

*Kötvényprogram feltételeiről).*

Capitalized terms and expressions in this declaration shall, unless otherwise defined, have the meanings attributed to such terms and expressions in the Information Memorandum (including by reference to any other document).

This declaration has been prepared in English and Hungarian language. In the case of any discrepancy between the English and the Hungarian version, the Hungarian version shall prevail.

This declaration has been issued under and shall be construed in accordance with Hungarian law.

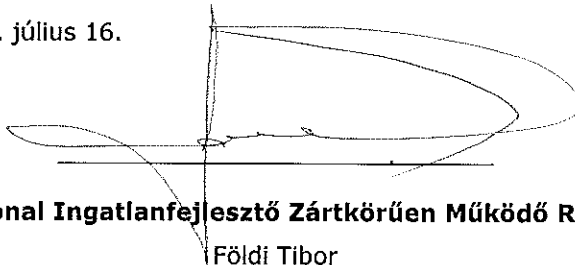
Budapest, 16 July 2020 / 2020. július 16.

meghatározott követelményekkel.

Jelen nyilatkozatban nagy kezdőbetűvel használt szavak és kifejezések jelentése, eltérő definiálás hiányában, az Információs Memorandumban (beleértve az abban hivatkozott egyéb dokumentumot is) meghatározott jelentéssel bír.

Jelen nyilatkozat angolul és magyarul készült. Az angol és a magyar változat közötti eltérés esetén a magyar nyelvű változat az irányadó.

Jelen nyilatkozat magyar jog alatt került kibocsátásra és azzal összhangban értelmezendő.



**CORDIA International Ingatlanfejlesztő Zártkörűen Működő Részvénytársaság**

Földi Tibor

Igazgatóság elnöke (vezető tisztségviselő)



## 17 DEFINITIONS

In this Information Memorandum, unless the context indicates otherwise, reference to the singular shall include the plural and vice versa, words denoting one gender include others, expressions denoting natural persons include juristic persons and associations of persons, and the words in the first column have the meaning stated opposite them in the second column as follows:

<b>Allocation</b>	has the meaning given to such term in Section 13.2 ( <i>Auction related definitions</i> ) of this Information Memorandum.
<b>Amortized Face Value</b>	has the meaning given to such term in Condition 5(a) of Section 4 ( <i>Terms and Conditions of the Bonds</i> ) of this Information Memorandum.
<b>Amortisation Amount</b>	has the meaning given to such term in Condition 7(a)(i) of Section 4 ( <i>Terms and Conditions of the Bonds</i> ) of this Information Memorandum.
<b>Auction Period</b>	has the meaning given to such term in Section 13.3 ( <i>The Auction process</i> ) of this Information Memorandum.
<b>Auctioneer</b>	has the meaning given to such term in Section 13.2 ( <i>Auction related definitions</i> ) of this Information Memorandum.
<b>Auditor</b>	means the respective auditor of the Issuer, being currently PricewaterhouseCoopers Könyvvizsgáló Korlátolt Felelősségű Társaság (registered seat: 1055 Budapest, Bajcsy-Zsilinszky út 78.) and Pál Tímár (registration number with Chamber of Hungarian Auditors: 002527)
<b>BGS</b>	means the Bond Funding for Growth Scheme of the National Bank of Hungary (in Hungarian: "Növekedési Kötvényprogram").
<b>Bidder</b>	has the meaning given to such term in Section 13.2 ( <i>Auction related definitions</i> ) of this Information Memorandum.
<b>Board of Directors</b>	has the meaning given to such term on Page 2 in "Important Notices" of this Information Memorandum.
<b>Bondholder(s)</b>	has the meaning given to such term in Condition 1(d) of Section 4 ( <i>Terms and Conditions of the Bonds</i> ) of this Information Memorandum.
<b>Bonds</b>	has the meaning given to such term on Page 2 under Clause "Important Notices" of this Information Memorandum.
<b>Bondholders' Meeting</b>	means the meeting of the Bondholders stipulated under Condition 21 of Section 4 ( <i>Terms and Conditions of the Bonds</i> ) and Annex 2 ( <i>Provisions on Meeting of Bondholders</i> ) of this Information Memorandum.
<b>BGS Handout</b>	has the meaning given to such term on Page 1 of this Information Memorandum.
<b>BSE</b>	means Budapesti Értéktőzsde Zártkörűen Működő Részvénytársaság (registered seat: 1054 Budapest, Szabadság tér 7. Platina torony. I. ép. IV. em.; company registration number: Cg.01-10-044764; tax number: 12853812-2-41).
<b>Business Day</b>	has the meaning given to such term in Condition 6(c) of Section 4 ( <i>Terms and Conditions of the Bonds</i> ) of this Information

Memorandum.

<b>Buying Offer</b>	has the meaning given to such term in Section 13.2 ( <i>Auction related definitions</i> ) of this Information Memorandum.
<b>By-Laws</b>	has the meaning given to such term in Condition 21 of Section 4 ( <i>Terms and Conditions of the Bonds</i> ) of this Information Memorandum.
<b>Cash and Cash Equivalents</b>	has the meaning given to such term in Conditions 11 (c) of Section 4 ( <i>Terms and Conditions of the Bonds</i> ) of this Information Memorandum.
<b>Capital Markets Act</b>	has the meaning given to such term on Page 1 of this Information Memorandum.
<b>CEE</b>	means Central and Eastern Europe.
<b>Civil Code</b>	has the meaning given to such term in Condition 1(a) of Section 4 ( <i>Terms and Conditions of the Bonds</i> ) of this Information Memorandum.
<b>Competence Center</b>	has the meaning given to such term in Section 5.6 ( <i>Operation and main activities of the Issuer</i> ) of this Information Memorandum.
<b>Condition(s)</b>	means the terms and conditions pertaining to the Bond as set out in Section 4 ( <i>Terms and Conditions of the Bonds</i> ) of this Information Memorandum.
<b>Consolidated Leverage Ratio</b>	means the result of the formula in Conditions 11 (b) of Section 4 ( <i>Terms and Conditions of the Bonds</i> ) of this Information Memorandum.
<b>Controlling Shareholder</b>	has the meaning given to such term in Condition 11(a) of Section 4 ( <i>Terms and Conditions of the Bonds</i> ) of this Information Memorandum.
<b>Cordia Group</b>	has the meaning given to such term in Condition 11 (a) in Section 4 ( <i>Terms and Conditions</i> ) of this Information Memorandum.
<b>Coupon Payment Date</b>	has the meaning given to such term in Condition 5 (b) of Section 4 ( <i>Terms and Conditions of the Bonds</i> ) of this Information Memorandum.
<b>CRA Regulation</b>	has the meaning given to such term on Page 1 of this Information Memorandum.
<b>Credit Rating Agency</b>	means the respective credit rating agency appointed with respect to the Bonds in accordance with the BGS Handout, being currently Scope Ratings GmbH (registered seat: Lennéstraße 5., 10785 Berlin, Germany).
<b>Dealer</b>	has the meaning given to such term on Page 3 under Clause "Important Notices" of this Information Memorandum.
<b>Deposit Account</b>	has the meaning given to such term in Section 13.2 ( <i>Auction related definitions</i> ) of this Information Memorandum.
<b>Document</b>	has the meaning given to such term in Condition 1 (b) in Section 4 ( <i>Terms and Conditions of the Bonds</i> ) of this Information Memorandum.
<b>Early Redemption</b>	has the meaning given to such term in Condition 10 of Section 4 ( <i>Terms and Conditions of the Bonds</i> ) of this Information

<b>Amount</b>	Memorandum.
<b>ESMA</b>	has the meaning given to such term on Page 1 of this Information Memorandum.
<b>EU</b>	means the European Union.
<b>Event(s) of Default</b>	has the meaning given to such term in Condition 10 of Section 4 ( <i>Terms and Conditions of the Bonds</i> ) of this Information Memorandum.
<b>Face Value</b>	has the meaning given to such term in Condition 2(a) of Section 4 ( <i>Terms and Conditions of the Bonds</i> ) of this Information Memorandum.
<b>Final Redemption Amount</b>	has the meaning given to such term in Condition 7(a)(ii) of Section 4 ( <i>Terms and Conditions of the Bonds</i> ) of this Information Memorandum.
<b>Finext Befektetési Alapkezelő Zrt.</b>	has the meaning given to such term in Section 5.9.3 ( <i>Finext Investment Fund Management Co. Ltd.</i> ) of this Information Memorandum.
<b>Framework Agreement</b>	has the meaning given to such term in Section 13.2 ( <i>Auction related definitions</i> ) of this Information Memorandum.
<b>Fund Manager</b>	has the meaning given to such term in Section 5.9.3 ( <i>Finext Investment Fund Management Co. Ltd.</i> ) of this Information Memorandum.
<b>Futureal Group</b>	has the meaning given to such term in Section 3.3 ( <i>Risks related to the company structure</i> ) of this Information Memorandum.
<b>GC Contract</b>	has the meaning given to such term in Section 5.10.2 ( <i>General construction contracts</i> ) of this Information Memorandum.
<b>Holding Companies</b>	has the meaning given to such term in Section 5.4 ( <i>Corporate structure</i> ) of this Information Memorandum.
<b>IFRS</b>	has the meaning given to such term on Page 5 under Clause " <i>Presentation of Financial Information</i> " of this Information Memorandum.
<b>Information Memorandum</b>	means the present Information Memorandum.
<b>Investor(s)</b>	has the meaning given to such term on Page 1 and Section 13.1 ( <i>Introduction</i> ) of this Information Memorandum.
<b>Issue</b>	has the meaning given to such term on Page 2 under Clause " <i>Important Notices</i> " of this Information Memorandum.
<b>Issue Date</b>	has the meaning given to such term in Condition 2(b) of Section 4 ( <i>Terms and Conditions of the Bonds</i> ) of this Information Memorandum.
<b>Issuer</b>	has the meaning given to such term on Page 1 of this Information Memorandum.
<b>Issuer Debt</b>	has the meaning given to such term in Condition 11 (c) of Section 4 ( <i>Terms and Conditions of the Bonds</i> ) of this Information Memorandum.

<b>Issuer Equity</b>	has the meaning given to such term in Condition 11 (c) of Section 4 ( <i>Terms and Conditions of the Bonds</i> ) of this Information Memorandum.
<b>KELER</b>	has the meaning given to such term in Condition 1 (b) of Section 4 ( <i>Terms and Conditions of the Bonds</i> ) of this Information Memorandum.
<b>Late Payment Interest</b>	has the meaning given to such term in Condition 5 (c) of Section 4 ( <i>Terms and Conditions of the Bonds</i> ) of this Information Memorandum.
<b>List of Bondholders</b>	has the meaning given to such term in Clause 1 (d) of Annex 2 ( <i>Provisions on Meeting of Bondholders</i> ) of this Information Memorandum.
<b>Market Maker</b>	has the meaning given to such term in Condition 17 of Section 4 ( <i>Terms and Conditions of the Bonds</i> ) of this Information Memorandum.
<b>Market Making Agreement</b>	has the meaning given to such term in Condition 17 of Section 4 ( <i>Terms and Conditions of the Bonds</i> ) of this Information Memorandum.
<b>Maturity Date</b>	has the meaning given to such term in Condition 2 (c) of Section 4 ( <i>Terms and Conditions of the Bonds</i> ) of this Information Memorandum.
<b>Minimum Price Level</b>	has the meaning given to such term in Section 13.2 ( <i>Auction related definitions</i> ) of this Information Memorandum.
<b>MMTS1 Trading System</b>	means the auction trading system operated by BSE.
<b>MMTS1 Trading System Rules</b>	has the meaning given to such term in Section 13.2 ( <i>Auction related definitions</i> ) of this Information Memorandum.
<b>NBH</b>	has the meaning given to such term on Page 1 of this Information Memorandum.
<b>New Acquisition</b>	has the meaning given to such term in Condition 11 (a) of Section 4 ( <i>Terms and Conditions of Bonds</i> ) of this Information Memorandum.
<b>New Document</b>	has the meaning given to such term in Condition 1 (b) of Section 4 ( <i>Terms and Conditions of Bonds</i> ) of this Information Memorandum.
<b>Net Issuer Debt</b>	has the meaning given to such term in Condition 11 (c) of Section 4 ( <i>Terms and Conditions of the Bonds</i> ) of this Information Memorandum.
<b>Offering Size</b>	has the meaning given to such term in Section 13.2 ( <i>Auction related definitions</i> ) of this Information Memorandum.
<b>Ownership Certificate</b>	has the meaning given to such term in Condition 18 of Section 4 ( <i>Terms and Conditions of the Bonds</i> ) of this Information Memorandum.
<b>Paying Agent</b>	has the meaning given to such term in Condition 16 of Section 4 ( <i>Terms and Conditions of the Bonds</i> ) of this Information Memorandum.
<b>Paying Agent Agreement</b>	has the meaning given to such term in Condition 16 of Section 4 ( <i>Terms and Conditions of the Bonds</i> ) of this Information Memorandum.

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<b>Payment Day</b>	has the meaning given to such term in Condition 6 (b) of Section 4 ( <i>Terms and Conditions of the Bonds</i> ) of this Information Memorandum.
<b>Principal Amount</b>	has the meaning given to such term in Condition 7 (a) of Section 4 ( <i>Terms and Conditions of the Bonds</i> ) of this Information Memorandum.
<b>Project Entities</b>	has the meaning given to such term in Section 5.4 ( <i>Corporate structure</i> ) of this Information Memorandum.
<b>Prospectus Regulation</b>	has the meaning given to such term on Page 1 of this Information Memorandum.
<b>Quorum</b>	has the meaning given to such term in Clause 5 (a) of Annex 2 ( <i>Provisions on Meeting of Bondholders</i> ) of this Information Memorandum.
<b>Reference Date</b>	has the meaning given to such term in Condition 6 (a) of Section 4 ( <i>Terms and Conditions of Bonds</i> ) of this Information Memorandum.
<b>Related Party</b>	has the meaning given to such term in Condition 11 (a) of Section 4 ( <i>Terms and Conditions of the Bonds</i> ) of this Information Memorandum.
<b>Remedy Period</b>	has the meaning given in Condition 12 (b) of Section 4 ( <i>Terms and Conditions of the Bonds</i> ) of this Information Memorandum.
<b>SEC</b>	has the meaning given to such term on Page 4 under Clause "Important Notices" of this Information Memorandum.
<b>Securities Account Manager(s)</b>	has the meaning given in Condition 1 (e) of Section 4 ( <i>Terms and Conditions of the Bonds</i> ) of this Information Memorandum.
<b>Selling Offer</b>	has the meaning given to such term in Section 13.2 ( <i>Auction related definitions</i> ) of this Information Memorandum.
<b>Service Companies</b>	has the meaning given to such term in Section 5.4 ( <i>Corporate structure</i> ) of this Information Memorandum.
<b>Shareholder(s)</b>	has the meaning given to such term in Condition 11 (a) of Section 4 ( <i>Terms and Conditions of the Bonds</i> ) of this Information Memorandum.
<b>Shareholder Distribution</b>	has the meaning given to such term in Condition 11 (a) of Section 4 ( <i>Terms and Conditions of the Bonds</i> ) of this Information Memorandum.
<b>SPA</b>	has the meaning given to such term in Section 6.10.3 ( <i>Sale and Purchase Agreements</i> ) of this Information Memorandum.
<b>Special Restricted Cash</b>	has the meaning given to such term in Condition 11 (c) of Section 4 ( <i>Terms and Conditions of the Bonds</i> ) of this Information Memorandum.
<b>SPV</b>	has the meaning given to such term in Section 3.3 ( <i>Risks related to the company structure</i> ) of this Information Memorandum.
<b>Subordinated Shareholder Loans</b>	has the meaning given to such term in Condition 11 (c) of Section 4 ( <i>Terms and Conditions of the Bonds</i> ).
<b>Subsidiary or</b>	has the meaning given to such term in Section 4.11. ( <i>Issuer</i>

<b>Subsidiaries</b>	<i>Undertakings</i> ) of this Information Memorandum.
<b>VAT</b>	means the applicable value added tax in the respective countries where Cordia Group carries out its activities.
<b>XBond</b>	means the multilateral trading facility organized and operated by BSE which serves as a trading platform for debt securities.
<b>XBond Business Rules</b>	means the business rules of XBond entered into force as of 2 December 2019 pursuant to decision no 1/2019 of the BSE (which is available through the following link: <a href="https://www.bet.hu/Befektetok/Szabalyozas/Tozsdel-szabalyzatok">https://www.bet.hu/Befektetok/Szabalyozas/Tozsdel-szabalyzatok</a>

**ANNEX 1**  
**PROPOSAL FOR THE TEXT OF THE BOND**

This document has been prepared by the Issuer and shall be considered as proposal for the text of the Bonds (in Hungarian: "kötvény szövegének javaslata").

**OKIRAT**  
**DEMATERIALIZÁLT KÖTVÉNYRŐL**

**1. A kibocsátókra vonatkozó adatok:**

- |  |   |
|--|---|
| • teljes név:                            | CORDIA International Ingatlanfejlesztő Zártkörűen Működő Részvénytársaság |
| • rövid név:                             | CORDIA International Zrt.   |
| • székhely:                              | 1082 Budapest, Futó utca 47-53. VII. em.                                  |
| • cégjegyzékszám:                        | Cg. 01-10-048844  |
| • adószám:                               | 25558098-2-42   |
| • az Okiratot aláíró(k) adatai:          |   |
| • az első aláíró neve:                   | Földi Tibor   |
| • képviseleti jogának alapja (beosztás): | igazgatóság elnöke (önálló aláíró)  |
| • A második aláíró neve:                 | Nem alkalmazandó.   |
| • képviseleti jogának alapja (beosztás): | Nem alkalmazandó.   |

**2. Sorozatrészletre vonatkozó adatok:**

- |  |   |
|--|---|
| • eddigi kibocsátások összesen névérték darabszáma:          | Nem alkalmazandó.                                   |
| • a kibocsátói döntés jellege:                               | 1/2020 (VII. 14.) számú Igazgatósági Határozat      |
| • a kibocsátói döntés időpontja:                             | 2020. július 14.                                    |
| • sorozatrészlet száma:                                      | Első sorozatrészlet. További rábocsátás lehetséges. |
| • a kötvényprogram megnevezése:                              | Nem alkalmazandó.                                   |
| • névérték darabszám:  | 720 db  |
| • össznévérték:  | 36.000.000.000 HUF                                  |
| • Értéknapi (értékpapír számlán történő jóváírásának napja): | 2020. július 27.                                    |

**3. A teljes kötvénysorozatra vonatkozó adatok:**

- |                          |                           |
|--------------------------|---------------------------|
| • elnevezés:             | CORDIA 2030/I HUF Kötvény |
| • ISIN-azonosító:        | HU0000359773              |
| • névérték és devizanem: | 50.000.000 HUF            |
| • névérték darabszám:    | 720                       |
| • össznévérték:          | 36.000.000.000 HUF        |

- a forgalomba hozatal módja:
- az első kibocsátás időpontja:
- az első kibocsátás értéknapja (keletkeztetés napja):
- futamidő:
- lejárat napja/teljesítésre megjelölt időpont:
- kamatfizetési időpontok:

- beváltási (törlesztési) időpontok és az azokhoz kapcsolódó aktuális tőkeérték névértéke:
- kamatfizetési és beváltási (törlesztési) feltételek:

- a kamatozás módja (fix/változó/indexált):
- fix kamatozás esetén kamatláb mértéke:
- változó és indexált kamatozás esetén
- az induló kamatláb mértéke:
- a kamatláb változásának elvei:
- a kamat számításának módja:

- átruházás korlátozása:

- a kötvény összegének visszafizetését és a kamat megfizetését biztosító kötelezettségvállalások:

- a kötvény kibocsátásának célja:

Nyilvános

2020. július 27.

2020. július 27.

az első kibocsátás időpontjától számított tíz (10) év

2030. július 27.

A kamatfizetési időpontokra vonatkozó részlet szabályok a jelen Okirat részét képező Kötvényfeltételek 5. pontjában (*Kamat*), különösen 5.(d) pontjában (*Munkanap szabály*), kerültek meghatározásra.

A törlesztések kifizetésére vonatkozó részlet szabályok a jelen Okirat részét képező Kötvényfeltételek 6. pontjában (*Kifizetések*) kerültek meghatározásra.

A kamatfizetési feltételek a jelen Okirat részét képező Kötvényfeltételek 5. pontjában (*Kamat*) kerültek meghatározásra.

A beváltási (törlesztési) feltételek a jelen Okirat részét képező Kötvényfeltételek 7. pontjában (*Amortizáció, Visszaváltás, Visszavásárlás*) kerültek meghatározásra.

Fix.

Évi 3,00 % azzal, hogy a kamat kifizetésére félévente kerül sor.

Nem alkalmazandó.

Nem alkalmazandó.

Nem alkalmazandó.

A kamatfizetési feltételek a jelen Okirat részét képező Kötvényfeltételek 5. pontjában (*Kamat*) kerültek meghatározásra.

A Kötvények átruházásra vonatkozó rendelkezéseket a jelen Okirat részét képező Kötvényfeltételek 4. pontja (*Átruházhatóság*) tartalmazza, a Kibocsátó nem határoz meg speciális átruházási korlátokat.

A Kötvények a Kibocsátó nem biztosított kötelezettségeit testesítik meg.

Továbbá a jelen Okirat részét képező Kötvényfeltételek 11. pontjában (*Kibocsátó Kötelezettségvállalásai*) meghatározott kötelezettségvállalások.

A jelen Okirat részét képező Kötvényfeltételek 15. pontjában (*A Kötvények Kibocsátásának Célja*) meghatározottak szerint ingatlanprojektekbe és ingatlanfejlesztésekbe történő beruházások,



különféle akvizíciók (ideértve – többek között – földterületek, földportfóliók, vállalati részesedések és immateriális javak), forgótőke finanszírozása, valamint az előbb említett célok finanszírozására felhasznált kintlévő kölcsönök (ideértve, de nem kizárólagosan szenior hitelek és a tulajdonosi kölcsönöket) esetleges refinanszírozása.

- a kötvények egyéb feltételei:

A kötvényekre alkalmazandó egyéb feltételek a jelen Okirathoz csatolt, annak elválaszthatatlan részét képező Kötvényfeltételek között került meghatározásra.

**Jelen Okirat nem minősül értékpapírnak.**

Az Okirat kiállításának helye és napja: Budapest, 2020. \_\_\_\_\_.

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CORDIA International Zrt.

Földi Tibor

Igazgató elnöke

## KÖTVÉNYFELTÉTELEK

Az alábbiak a forintban denominált, fix kamatozású, névre szóló, biztosítatlan, dematerializált formában előállított, 2030. július 27-i lejáratú kötvények (név: CORDIA 2030/I Forint Kötvény; rövidített név: CORDIA2030; ISIN-kód: HU0000359773; "**Kötvény**" vagy "**Kötvények**") 2020. július 16. napján kelt., a Kötvényekre vonatkozó információs memorandumban ("**Információs Memorandum**") eredetileg angol, mint irányadó, nyelven meghatározott feltételek ("**Kötvényfeltételek**" vagy "**Kötvényfeltétel**") magyar nyelvű, kizárólag tájékoztató jellegű, fordítása, amelyek elválaszthatatlan részét képezik az Okiratnak (az alábbiakban meghatározva). Amennyiben a jelen magyar nyelvű Kötvényfeltételek és az Információs Memorandumban meghatározott angol nyelvű Kötvényfeltételek között bárminemű eltérés lenne, az angol nyelvű Kötvényfeltételeket kell irányadónak tekinteni. A Kötvények a CORDIA International Ingatlanfejlesztő Zártkörűen Működő Részvénytársaság (rövidített elnevezés: CORDIA International Ingatlanfejlesztő Zrt.; székhely: 1082 Budapest, Futó utca 47-53. VII. em.; adószám: 25558098-2-42; a "**Kibocsátó**") által kerültek kibocsátásra nyilvános forgalomba hozatal útján a Prospektus Rendelet 2. Cikkének (e) pontja szerinti minősített befektetők részére (a "**Kibocsátás**").

### 1 Típus, Forma, Fajta, Jogosultság, Nyilvántartás és Felhatalmazás

#### (a) Típus

A Kötvények a Tőkepiacról szóló 2001. évi CXX. törvény ("**Tpt.**") 12/B.§-a, a Kötvényről szóló 285/2001. (XII. 26.) Korm. rendelet, valamint a Polgári Törvénykönyvről szóló 2013. évi V. törvény ("**Ptk.**") rendelkezéseivel összhangban, hitelviszonyt megtestesítő, névre szóló értékpapír formájában.

#### (b) Előállítás módja

A Kötvények dematerializált formában, névre szólóan kerültek kibocsátásra. A Kötvényeket nem lehet bemutatóra szóló formában előállítani.

A Kibocsátó a Tpt. 7.§-a (2) bekezdésével és 9.§-a (1) bekezdésével összhangban, a Kötvény feltételeit és adatait tartalmazó, értékpapírnak nem minősülő okiratot ("**Okirat**") állított ki és helyezett letétbe a KELER Központi Értéktár Zártkörűen Működő Részvénytársaságnál (angol elnevezése: KELER Ltd.; székhely: 1074 Budapest, Rákóczi út 70-72.; cégjegyzékszám: Cg.01-10-042346; adószám: 10873151-2-44; "**KELER**"). Az Okirat mindaddig a KELER-nél vagy (amennyiben alkalmazandó) annak jogutódjánál marad, ameddig a Kötvénytulajdonosok a Kötvény alapján fennálló valamennyi követelése kielégítésre nem kerül.

Amennyiben a Kibocsátó a jelen Kötvényfeltételek szerint bármely Kötvényt a Lejárat Napját megelőzően érvénytelenít vagy rábocsátás keretében további Kötvény bocsát ki, úgy az Okirat törlésre kerül, és a még fennálló Kötvények adatait tartalmazó új okirat ("**Új Okirat**") kerül előállításra és a KELER-nél letétbe helyezésre annak érdekében, hogy az érvénytelenítés illetve a rábocsátás okán a fennálló Kötvények számának változása nyomon követhető legyen. Jelen Kötvényfeltételek a Kötvények és következésképpen az Okirat vagy az Új Okirat (az esetnek megfelelően) részét képezik. Jelen pont szerinti eljárás megfelelően alkalmazandó a Kötvényfeltételeknek a 20. Kötvényfeltétel (*Kötvényesi Gyűlés és a kötvényfeltételek Módosítása*) szerinti módosítása esetén is.

#### (c) Kamatozás

Minden egyes Kötvény fix kamatozású kötvény.

#### (d) Tulajdonjog

A Ptk. 6:566.§-a (6) bekezdésének és a Tpt. 138.§-a (2) bekezdésének megfelelően, a

„Kötvénytulajdonos”-ra vagy „Kötvénytulajdonosok”-ra történő hivatkozáson bármely Kötvény vonatkozásában – az ellenkező bizonyításáig – azt a személyt vagy személyeket kell érteni, aki(k)nek az értékpapírszámláján a Kötvényeket nyilvántartják (a **„Kötvénytulajdonos”**).

Kivéve, ha jogszabály eltérően nem rendelkezik, a Kötvények bármely tulajdonosát, aki a fenti bekezdéssel összhangban szerezte meg a Kötvényeket a Kötvények teljeskörű tulajdonosának kell tekinteni és akként kell kezelni minden tekintetben (függetlenül attól, hogy a Kötvények alapján teljesítendő fizetések esedékesek vagy sem) és a Kötvény tulajdonosának ily módon történő kezeléséért senki sem vonható felelősségre.

A Tpt. 6.§ (5) bekezdése értelmében a Kötvénytulajdonosok nem kérhetik a Kötvények nyomdai úton előállított kötvényekké történő átalakítását.

(e) *KELER nyilvántartása*

A KELER által vezetett nyilvántartás hiteles nyilvántartásként szolgál azon értékpapírszámla-vezetők (az **„Értékpapír-számlavezető”**) azonosítása tekintetében, akiknek a KELER által vezetett értékpapírszámláján Kötvények kerültek jóváírásra, valamint az egyes Értékpapír-számlavezetők által vezetett értékpapírszámlákon jóváírt Kötvények mennyisége vonatkozásában.

(f) *Felhatalmazás*

A Kötvények kibocsátására a Kibocsátó igazgatóságának 2020. július 14. napján kelt 1/2020 (VII. 14.) számú határozatában foglalt felhatalmazás alapján került sor.

## **2 Névérték, Kibocsátás, Lejárat és Minősítés**

(a) *A Kötvények darabszáma és névértéke*

A Kibocsátás során 720 darab Kötvény került kibocsátásra.

Minden egyes Kötvény magyar forintban 50.000.000 HUF névértékkel (azaz ötvenmillió forint) (**„Névérték”**) került kibocsátásra.

A Kötvények össznévértéke 36.000.000.000 HUF (azaz harminchatmilliárd forint).

A Kibocsátó nem fogad el túljegyzést.

(b) *A Kötvények forgalomba hozatalának, kiállításának és keletkeztetésének helye és ideje*

A Kötvények forgalomba hozatalának, kiállításának és keletkeztetésének helye minden esetben: Budapest, Magyarország.

A Kötvények kibocsátására nyilvános forgalomba hozatal útján, aukciós eljárás keretében került sor.

A Kötvények kibocsátására 2020. július 27. napján került sor (a **„Kibocsátás Napja”**).

(c) *A Kötvények futamideje*

A Kötvények tíz éves futamidővel rendelkeznek, amely a Kibocsátás Napján kezdődik és amely 2030. július 27. napján ér véget (a **„Lejárat Napja”**).

(d) *Minősítés*

A Kötvényeket a Scope Ratings GmbH (székhely: Lennéstraße 5., 10785 Berlin, Németország) BB minősítéssel látta el, amely minősítés 2020. június 26. napján került közzétételre és 2020. július 15. napján került megerősítésre.

### 3 **A Kötvények Státusza és Sorrendisége**

A Kötvények a Kibocsátó közvetlen, nem biztosított, feltétel nélküli és nem alárendelt kötelezettségeit testesítik meg. A Kötvények egymással *pari passu* rangsorolódnak bármilyen előnyben részesítés nélkül és azok kielégítésének sorrendje tekintetében, illetve legalább *pari passu* rangsorolódnak a Kibocsátó mindenkor egyéb jelenlegi vagy jövőbeli közvetlen, nem biztosított, feltétel nélküli és nem alárendelt kölcsön, kötvény vagy bármely más kölcsönfelvételtől származó kötelezettségeivel, kivéve azokat a kötelezettségeket, amelyek jogosultjai a fizetéseképtelenségi eljárás során a kötelezően alkalmazandó jogszabályok alapján elsőbbséget élveznek.

### 4 **Átruházhatóság**

A Kötvények a KELER mindenkor szabályzataival és előírásaival összhangban az eladó értékpapír-számlájának megterhelésével és a vevő értékpapír-számláján történő jóváírásával ruházhatók át.

A jelen Kötvényfeltételben meghatározottakon túl a Kibocsátó nem korlátozza a Kötvények átruházását.

A KELER mindenkor szabályzatai és előírásai a Kötvényeknek az Értékpapír-számlavezetők érintett értékpapír-számlái közötti átutalásra vonatkozóan meghatározhatnak korlátozásokat és olyan időszakokat, amelyek a Kötvénytulajdonosokra alkalmazandók és kötelezőek.

A Kötvények tekintetében kicserélésre, átváltoztatásra vonatkozó- vagy elővásárlási jog nem gyakorolható.

### 5 **Kamat**

#### (a) **Kamat**

Minden egyes Kötvény kamata évi 3,00% (azaz három százalék), az Amortizált Névérték alapján számított féléves kamatfizetésekkel, amelyek a Kamatfizetési Napokon kerülnek kifizetésre aktuális/aktuális típusú kamatszámítás alkalmazása mellett. Az **Amortizált Névérték** jelenti a Névértéknek a Kibocsátó által az érintett Kamatfizetési Napot megelőzően kifizetett Amortizációs Összegek együttes összegével csökkentett összegét.

A Kibocsátó jogosult egyoldalúan (véglegesen, ideiglenesen és/vagy feltételesen) megemelni a fenti kamat mértékét a Kötvénytulajdonosok hozzájárulása nélkül, minden esetben az alkalmazandó jogszabályokkal és előírásokkal összhangban és azok rendelkezéseitől függően.

#### (b) **Kamatfizetési Nap**

Az első kamatfizetési nap a Kibocsátás Napjától számított hatodik (6.) hónap megfelelő napja, amely 2021. január 27-e és minden további kamatfizetési nap a Kötvények futamideje alatt az előző Kamatfizetési Naptól számított hatodik (6.) hónap megfelelő napja, az utolsó kamatfizetési nap kivételével, amely megegyezik a Lejárat Napjával (2030. július 27.) (a "**Kamatfizetési Nap**").

A Kamatfizetési Napok az adott év vonatkozásában július 27., január 27.

Kamatfizetési Napok:

<b>Kamatfizetési Nap:</b>	<b>Kamat (Kötvényenként):</b>
2021 Január 27	HUF 750,000
2021 Július 27	HUF 750,000
2022 Január 27	HUF 750,000
2022 Július 27	HUF 750,000
2023 Január 27	HUF 750,000
2023 Július 27	HUF 750,000
2024 Január 27	HUF 750,000
2024 Július 27	HUF 750,000
2025 Január 27	HUF 750,000
2025 Július 27	HUF 750,000
2026 Január 27	HUF 750,000
2026 Július 27	HUF 750,000
2027 Január 27	HUF 750,000
2027 Július 27	HUF 750,000
2028 Január 27	HUF 675,000
2028 Július 27	HUF 600,000
2029 Január 27	HUF 525,000
2029 Július 27	HUF 450,000
2030 Január 27	HUF 375,000
2030 Július 27	HUF 300,000

Ha a kamatot ki kell számolni egy olyan periódus tekintetében, amely egyenlő vagy rövidebb a kamatfizetési időszaknál, a kamat az alábbiak szerint számítandó:

A fizetendő kamat összege

(i) amennyiben ez az időszak az első kamatperiódus időszakára esik

évi 3.00%, elosztva kettővel, szorozva a Kibocsátás Napja (beleértendő) és az aktuális kamatfizetési nap (nem beleértendő) között ténylegesen eltelt napok (Felhalmozási Időszak) számával, és szorozva a kamatperiódusra eső Amortizált Névértékkel, és elosztva az első Kamatfizetési Nap (nem beleértendő) és a Kibocsátás Napja (beleértendő) között eltelt napok számával;

(ii) amennyiben ez az időszak bármely következő kamatperiódusra esik

évi 3.00%, elosztva kettővel, szorozva a megelőző Kamatfizetési Nap (beleértendő) és az aktuális kamatfizetési nap (nem beleértendő) között ténylegesen eltelt napok (Felhalmozási Időszak) számával, és szorozva a kamatperiódusra eső Amortizált Névértékkel, és elosztva az aktuális Kamatfizetési Nap (nem beleértendő) és az előző Kamatfizetési Nap (beleértendő) között eltelt napok számával.

Abban az esetben ha a fenti számítás alapján egy Kötvényre eső Kamat tört szám eredményt adna, az ilyen tört számot oly módon kell kerekíteni, hogy a HUF 0.5-től felfelé kell kerekíteni.

(c) *Fizetési késedelem*

Amennyiben a Kibocsátó az esedékesség napján nem fizet meg bármely Kötvény alapján fizetendő összeget, ezen esedékes, meg nem fizetett összegre az esedékesség napjától a tényleges fizetés napjáig kamat halmozódik fel és fizetendő, amelynek mértéke az 5.(a) Kötvényfeltételben (*Kamat*) meghatározott kamat hat százalékkal (6%) megnövelt értéke (a "**Késedelmi Kamat**").

A Kötvénytulajdonosok nem jogosultak Késedelmi Kamatra, kamatra vagy egyéb kifizetésre a Kibocsátó

általi késedelmes fizetés esetén, amennyiben a Kötvénytulajdonos elmulasztja megfelelő időben a Kibocsátó rendelkezésére bocsátani a vonatkozó Tulajdonosi Igazolást (amennyiben alkalmazandó).

(d) *Munkanap szabály*

Bármely kamat megfizetésére a 6. Kötvényfeltétel (*Kifizetések*) rendelkezései alkalmazandók, beleértve különösen, de nem kizárólagosan a 6.(b) Kötvényfeltételt (*Kifizetés Időpontja*).

## 6 *Kifizetések*

(a) *Fizetés módja*

A Kötvény tekintetében tőke- és kamatkifizetésre banki átutalással a Fizető Ügynökön keresztül kerül sor a KELER mindenkor hatályos szabályzataival és előírásaival összhangban, valamint a vonatkozó adózási jogszabályok figyelembevételével, azon Értékpapír-számlavezetők részére, amelyeknek a KELER-nél vezetett értékpapír-számláján az adott esedékességre vonatkozó – a KELER mindenkor hatályos szabályzatában meghatározott – Fordulónapon (ahogy az alább meghatározásra került) az üzletzárás időpontjában Kötvények jóváírásra kerültek. A KELER jelenleg hatályos szabályzatai és előírásai értelmében, a Fordulónap az érintett Kifizetési Napot közvetlenül két (2) Munkanappal megelőző nap (a "**Fordulónap**"). Kifizetést azon személy részére kell teljesíteni, aki a Fordulónapon Kötvénytulajdonosnak minősül.

(b) *Kifizetési Nap*

Amennyiben a Kötvény vonatkozásában teljesítendő bármely kifizetés napja nem Kifizetési Nap (ahogy az alább meghatározásra került), a Kötvénytulajdonos a következő Kifizetési Napig nem jogosult az érintett kifizetésre, valamint ezen késedelem tekintetében további kamatra vagy egyéb fizetésre.

Jelen pont céljára, **Kifizetési Nap** az a nap,

- (i) amely Munkanap; és
- (ii) amelyen a KELER pénz- és értékpapír-átutalásokat hajt végre.

(c) *Kifizetésekre vonatkozó általános rendelkezések*

Kizárólag a Kötvénytulajdonosok jogosultak a Kötvény alapján kifizetésre. Minden egyes, a KELER nyilvántartásában szereplő, a Kötvények bizonyos Névértékének tényleges tulajdonosaként feltüntetett személyek kizárólag a KELER-hez fordulhatnak a Kibocsátó vagy a Kötvénytulajdonosok elhatározása alapján teljesített minden egyes kifizetés őt megillető részére vonatkozóan.

Jelen Kötvényfeltételek alkalmazásában **Munkanap** alatt minden olyan napot kell érteni, amelyen a kereskedelmi bankok (ideértve a Fizető Ügynököt is) az általános üzletmenet szerint nyitva tartanak Budapesten.

## 7 *Amortizáció, Visszaváltás, Visszavásárlás*

(a) *Ütemezett amortizáció a Kötvények futamideje alatt és lejáratkori visszaváltás*

Hacsak előzőleg nem került visszaváltásra vagy visszavásárlásra és érvénytelenítésre, minden egyes Kötvény az alábbiak szerint amortizálódik:

- (i) 5.000.000 HUF/Kötvény, mint amortizációs összeg ("**Amortizációs Összeg**") esedékes és fizetendő félévente a tizennegyedik (14.) és tizenkilencedik (19.) Kamatfizetési Napok közötti

időszak szerinti hat (6) Kamatfizetési Napon, azaz 2027. július 27., 2028. január 27., 2028. július 27., 2029. január 27., és 2029. július 27. napján; és 2030. január 27.

- (ii) 20.000.000 HUF/Kötvény, mint végső amortizációs összeg ("**Végső Visszaváltási Összeg**") esedékes és fizetendő 2030. július 27. napján, mely az utolsó Kamatfizetési Nap, amely egyben a Lejárat Napja is. A félreértések elkerülése érdekében, a fenti (i) bekezdés szerinti összeg kerekítés eredménye, amely kerekítés a Végleges Visszaváltási Összegben helyesbítésre került. Valamennyi kamat, Amortizációs Összeg és a Végső Visszaváltási Összeg megfizetésével a Kötvények visszaváltásra és érvénytelenítésre kerülnek a Kibocsátó által.

**Tőkeösszeg** jelenti, minden egyes Kötvény tekintetében, valamennyi Amortizációs Összeget és a Végső Visszaváltási Összeget; azaz a teljes Tőkeösszeg összege megegyezik a Kötvény Névértékével.

A fentieket nem érintve, bármely Amortizációs Összeg és a Végső Visszaváltási Összeg megfizetésére a 6. Kötvényfeltétel (*Kifizetések*) rendelkezései alkalmazandók, különösen de nem kizárólagosan a 6.(b) Kötvényfeltétel (*Kifizetés Időpontja*).

(b) *Egyéb visszaváltás*

A Kötvények visszaváltására kizárólag a 7.(a) Kötvényfeltételben (*Tervezett amortizáció a kötvények futamideje alatt és visszaváltás a lejáratkor*) és a 10. Kötvényfeltételben (*Felmondási Események*) meghatározottak szerint kerülhet sor.

(c) *Visszavásárlás*

A Kibocsátó bármikor, bármilyen áron vásárolhat Kötvényeket a nyílt piacon vagy egyéb más módon. A Kibocsátó által megvásárolt Kötvények a Kibocsátó választása szerint megtarthatók, ismét eladhatók vagy érvényteleníthetők.

(d) *Érvénytelenítés*

Valamennyi, a Kibocsátó által visszaváltásra kerülő Kötvény érvénytelenítésre kerül a KELER mindenkor hatályos szabályzatainak és eljárásainak megfelelően. Az ily módon érvénytelenített Kötvények nem bocsáthatók ki, illetve nem adhatók el újra.

(e) *Rábocsátás*

A Kibocsátó jogosult rábocsátás keretében további kötvények kibocsátására a Kötvények sorozatán belül. Az ilyen rábocsátás szükségszerűen a Kötvények jelen Kötvényfeltételek szerint meghatározott technikai paramétereinek (pl.: kibocsátásra vonatkozó hozzájárulás, a sorozaton belül kibocsátott kötvények száma, össznévérték, teljes kibocsátási összeg) módosulásával jár. A Kötvényfeltételek ilyen módosulásához nem szükséges a Kötvényesek Gyűlésének jóváhagyása vagy beleegyezése.

## **8 Adózás**

A Kötvényekkel kapcsolatos valamennyi tőke- és kamatkifizetésre a Kibocsátó részéről vagy képviselőjében az alkalmazandó pénzügyi vagy adó jogszabályokkal összhangban kerül sor. Amennyiben a tőke- vagy kamatfizetések tekintetében bármely teher vagy adó levonása alkalmazandó, a Kibocsátó teljesíti a visszatartási kötelezettségét, így a Kötvénytulajdonosok a tőke- és kamatfizetések nettó összegét kapják meg. Sem a Kibocsátó, sem a Forgalmazó sem pedig a Fizető Ügynök nem terheli semmilyen többlet fizetési kötelezettség a Kötvénytulajdonosok ezen teher vagy levonás miatti kompenzálására céljára számára. Az alkalmazandó jogszabályokkal összhangban sem a Kibocsátó, sem a Forgalmazó sem pedig a Fizető Ügynök

nem tartozik felelőséggel a Kötvénytulajdonosokkal szemben semmilyen, a tőke- és kamatkifizetésekkel kapcsolatos díjért, költségért, veszteségért vagy kiadásért.

## **9 Elévülés**

A Kötvényről szóló 285/2001. (XII. 26.) Korm. rendelet értelmében, a Kötvényeken alapuló követelések a Kibocsátóval szemben nem évülnek el, hacsak a magyar jogszabályok eltérően rendelkeznek.

## **10 Felmondási Esemény**

### **(a) Értesítés lehetséges mulasztásról, kötelezettségvállalás megsértéséről**

A Kibocsátó köteles, azonnal de legkésőbb a tudomásszerzést követő három (3) Munkanapon belül, a 18. Kötvényfeltétel (*Értesítések*) rendelkezéseivel összhangban értesíteni a Kötvénytulajdonosokat bármilyen olyan körülményről, amely a Kötvényfeltételek Kibocsátó általi teljesítését akadályozhatják vagy veszélyeztethetik (megjelölve az érintett körülmények alapjául szolgáló tényeket, eseményeket; azok enyhítésére, orvoslására tett lépéseket és az enyhítés, orvoslás várható idejét).

### **(b) Felmondási Események**

Amennyiben a következő események valamelyike bekövetkezik és folyamatosan fennáll:

- (i) a Kötvények vagy azok bármelyike tekintetében esedékes bármely Tőkeösszeg vagy kamat kifizetésének elmulasztása és az alkalmazandó Orvoslási Időszak lejárt a 12. Kötvényfeltétel (*Orvoslás*) szerinti megfelelő orvoslás nélkül; vagy
- (ii) a Kibocsátó a 3. Kötvényfeltételben (*A Kötvények Státusza és Sorrendisége*) vagy a 11.(a) Kötvényfeltételben foglalt kötelezettségvállalások bármelyikét nem teljesíti és az alkalmazandó Orvoslási Időszak lejárt a 12. Kötvényfeltétel (*Orvoslás*) szerinti megfelelő orvoslás nélkül,

(a „**Felmondási Események**”, és azok bármelyike a „**Felmondási Esemény**”),

valamennyi Kötvény haladéktalanul esedékes és fizetendő a Lejárat Előtti Visszaváltási Összegen, bármilyen büntető kamat nélkül, a Felmondási Esemény bekövetkezését követő kilencvenedik (90.) napon.

Jelen Kötvényfeltétel vonatkozásában:

**Lejárat Előtti Visszaváltási Összeg** jelenti egy Kötvény vonatkozásában annak Névértékét csökkentve az adott Kötvény tekintetében megfizetett valamennyi Tőkeösszeggel, és növelve valamennyi kintlévő kamat és Késedelmi Kamat összegével és az utolsó Kamatfizetési Nap óta felhalmozódott időarányos (azaz az utolsó Kamatfizetési Nap és a Lejárat Előtti Visszaváltási Összeg megfizetésének napjáig terjedő időszakban) kamatokkal, osztva az adott félév tényleges napjainak számával.

## **11 Kibocsátó Kötelezettségvállalásai**

### **(a) A Kibocsátó kötelezettségvállalásai**

1. A Kibocsátó nem teljesíthet Részvényesi Kifizetést és nem hajthat végre Új Akvizíciót amennyiben az alábbi feltételek – a Kibocsátó legutóbb közzétett pénzügyi beszámolójában szereplő adatok alapulvételével számítva – nem teljesülnek:

- (i) a Konszolidált Tőkeáttételi Mutató nem haladja meg a 65 %-ot, és



(ii) a Kibocsátó Nettó Adósság–Saját Tőke Aránya nem haladja meg az 1 értéket.

A fenti korlátozás azon pénzügyi beszámolók közzétételének napjától alkalmazandó, amelyben szereplő adatok alapján számítva a fenti feltételek nem teljesülnek és azon pénzügyi beszámolók közzétételének napjáig alkalmazandók, amely alapján mindkét fenti feltétel teljesül.

2. Ezen túlmenően, a fenti 1.(i) és 1.(ii) pontban foglalt feltételek teljesülése mellett is, a következő korlátozás alkalmazandó:

A Részvényesi Kifizetésre oly módon nem eszközölhető, amelynek eredményeként a Kibocsátó legutolsó pénzügyi beszámolójának napját követően eszközölt Részvényesi Kifizetések együttes összege meghaladná azon kifizetések maximális összegét, amelyek a legutolsó pénzügyi beszámoló napján eszközölhetők anélkül, hogy a kifizetés sértené a fenti 1.(i) és 1.(ii) pontokban meghatározott és a ezen legutolsó pénzügyi beszámolók alapján kiszámított Konszolidált Tőkeáttételi Mutatót vagy Kibocsátó Nettó Adósság–Saját Tőke Arányt.

Jelen korlátozás a Kibocsátó legutolsó pénzügyi beszámolója közzétételének napjától az új pénzügyi beszámoló közzétételének napjáig alkalmazandó, amely időpontban ezen korlátozás új mértéke kiszámítandó és alkalmazandó.

Mind a Konszolidált Tőkeáttételi Mutató, mind a Kibocsátói Nettó Adósság – Saját Tőke Arányt a Kibocsátó által legutoljára közzétett pénzügyi beszámoló alapján számítandó (a Konszolidált Tőkeáttételi Mutató esetén a konszolidált pénzügyi beszámoló, a Kibocsátói Nettó Adósság – Saját Tőke Arány esetében pedig a Kibocsátó önálló, egyedi pénzügyi beszámolójának alapul vételével).

A fenti vállalások közzététele és kiszámítása a Kibocsátó pénzügyi beszámolóinak szerves részét képezi.

Jelen 11.(a) Kötvényfeltétel céljára az alábbi definíciók alkalmazandók:

**Cordia Csoport** jelenti a Kibocsátót és a Leányvállalatait.

**Befolyásoló Részvényes** jelenti azt a Részvényt, aki a Kibocsátó által kibocsátott részvények több, mint 50%-át tulajdonolja, vagy képes és/vagy jogosult a Kibocsátó ügyeinek, eszközeinek, menedzsmentjének és/vagy szabályzatainak a befolyásolására, és/vagy a Kibocsátó igazgatósága összetételének meghatározására, akár szavazati jogokat megtestesítő részvényeken, szavazati jog birtoklása révén, szerződés alapján, akár más egyéb módon.

**Kapcsolt Fél** jelent bármely társaságot, amelyben a Befolyásoló Részvényes közvetlenül vagy közvetve 50%-ot meghaladó mértékű részesedéssel vagy szavazati jogokkal rendelkezik.

**Leányvállalatok** jelenti a Kibocsátó által (közvetlenül vagy közvetve) befolyásolt és (közvetlenül vagy közvetve, teljes mértékben vagy részben) tulajdonolt jogalanyokat, azzal, hogy „befolyás” jelenti (i) egy jogalany tekintetében a szavazati jogok több mint 50%-ának megszerzése vagy befolyásolása, (ii) a jogalany igazgatósága vagy más irányító szerve összes tagjának vagy tagjai többségének a kinevezéséhez/megbízásához vagy elmozdításához való jog, akár részvények tulajdonlásán keresztül, akár megállapodás alapján vagy más módon.

**Részvényes(ek)** jelenti a Kibocsátó részvényes(ei)t, amely a Kibocsátás Napján a Cordia Holding B.V (székhely: Prins Hendriklaan 26, 1075BD Amsterdam, Hollandia; CCI szám: 75022923) and Finext Consultants (székhely: Kyriakou Matsi 16, Eagle House, 10th Floor, Agioi Omologites, P.C. 1082, Nicosia, Ciprus, CCI regisztrációs szám: HE 187038).

## Részvényesi Kifizetés jelent

- (i) Bármilyen a Részvényesek részére, illetve javára teljesített osztalék vagy osztalékkelőleg fizetését, részvény visszavásárlást, tőke leszállítást vagy hasonló tranzakciót; és/vagy
- (ii) kölcsön nyújtása vagy kölcsönök visszafizetése (beleértve a tőkét és a kamatot is) a Befolyásoló Részvényesek vagy azok olyan Kapcsolt Felei részére, amelyek nem részei a Cordia Csoportnak,

azzal, hogy minden esetben kivételt képeznek a rendes üzletmenet keretében a Cordia Csoport munkavállalói és munkatársai részére vagy javára nyújtott juttatásokat, osztalékot, nyereségrészesedést, opciókat és részesedési programokat feltéve, hogy munkavállalók vagy munkatársak nem a Befolyásoló Részvényes tényleges tulajdonosai vagy a Befolyásoló Részvényesnek a Polgári Törvénykönyv 8:1.§ (1) bek. 1. pontja szerinti közeli hozzátartozói.

**Új Akvizíció** jelenti a Cordia Csoport bármely tagjának bármely új kötelezettségvállalását, amely a Cordia Csoporton kívüli harmadik személyek felé 1.000.000 EUR összeget meghaladó pénzkidadásokat eredményez ingatlan, részvény vagy üzletrész megszerzése érdekében, és amely új kötelezettségvállalásra a Kibocsátó vonatkozó pénzügyi beszámolójának utolsó közzététele óta került sor, kivéve (i) belső tranzakciók, azaz a Cordia Csoport más tagjaival között ügyletek; és (ii) ügyletek, amelyek a napi működéshez, meglévő projektek/telkek befejezéséhez vagy fejlesztéséhez szükségesek; és (iii) a Kötvényesi Gyűlés által kifejezetten jóváhagyott ügyletek.

### (b) *Konszolidált Tőkeáttételi Mutató*

A Konszolidált Tőkeáttételi Mutató az alábbi formula alkalmazásával kapott eredményt jelöli:

**Konszolidált Tőkeáttételi Mutató = (Nettó Konszolidált Adósság) / (Pénzeszközökkel & Vevői Előlegekkel csökkentett Teljes Konszolidált Eszközállomány )**

ahol

**Nettó Konszolidált Adósság = KA - P - EP**

és

**Pénzeszközökkel & Vevői Előlegekkel csökkentett Teljes Konszolidált Eszközállomány = TE - VE - P - EP**

ahol

**KA =** A Konszolidált Adósság jelenti a Cordia Csoport harmadik személyekkel szemben fennálló hiteleit és kölcsöneit, beleértve a banki kölcsönöket és kötvényeket, ideértve továbbá bármilyen garanciavállalás, kezességvállalás alapján fennálló kötelezettségeket vagy harmadik személyek (amelyek sem részben sem egészben nem képezik a Cordia Csoport valamely tagjának tulajdonát) ilyen típusú kötelezettsége tekintetében létrejött egyéb kötelezettségvállalási megállapodás alapján fennálló kötelezettségeket, ide nem értve bármely, a Kötvényeknek alárendelt adósságot.

**P =** Pénzeszközök és Pénzeszköz-Egyenértékesek;

**EP =** Elkülönített Pénzeszköz

- (i) a Cordia Csoport projektjeiben ingatlanokat vásárló ügyfelek által letétbe helyezett elkülönített pénzeszköz,
- valamint

- (ii) a Konszolidált Adósság egy részének biztosítása céljára letétbe helyezett elkülönített pénzeszköz (ide nem értve a fenti (i) pont szerinti pénzeszközöket) amely a Kötvényeknek nem alárendelt;

**TE =** Teljes Eszközállomány jelenti a Cordia Csoport teljes konszolidált eszközállományát csökkentve (i) az használatijog-eszköz (ROU) (IFRS 16) és (ii) a halasztott adókövetelésekkel;

**VE =** Vevői előlegek jelenít a Cordia Csoport részére az ügyfelek által az eszközök értékesítése kapcsán megfizetett előlegek teljes összege, amelyeket még nem kerültek bevételként elszámolásra.

(c) *Kibocsátói Nettó Adósság – Saját Tőke Arány*

A Kibocsátói Nettó Adósság – Saját Tőke Arány az alábbi formula alkalmazásával kapott eredményt jelenti:

**Kibocsátói Nettó Adósság – Saját Tőke Arány = (Nettó Kibocsátói Adósság) / (Kibocsátói Saját Tőke)**

amelyben

**Alárendelt Tulajdonosi Kölcsönök** jelentik a Kibocsátó által az Befolyásoló Részvényessel vagy annak Kapcsolt Feleivel szemben felmerült adósságát, amelyek teljes mértékben alárendelésre kerültek a Kötvényeknek.

**Kibocsátói Adósság** jelenti a Kibocsátó Cordia Csoporton kívüli személyektől származó kölcsöneit és hiteleit, ideértve banki kölcsönöket és kötvényeket, továbbá bármilyen garanciavállalás, kezességvállalás alapján fennálló kötelezettségeket vagy harmadik személyek (amelyek sem részben sem egészben nem képezik a Cordia Csoport valamely tagjának tulajdonát) ilyen típusú kötelezettsége tekintetében létrejött egyéb kötelezettségvállalási megállapodás alapján fennálló kötelezettségeket, ide nem értve bármely, a Kötvényeknek alárendelt adósságot.

**Kibocsátói Saját Tőke** jelenti a Kibocsátó teljes saját tőkéjét (a Kibocsátó önálló pénzügyi beszámolójában foglaltak szerint), valamint az Alárendelt Tulajdonosi Kölcsönöket.

**Nettó Kibocsátói Adósság** jelenti a Kibocsátói Adósságot (a Kibocsátó önálló pénzügyi beszámolójában foglaltak szerint) csökkentve (i) a Pénzeszközökkel és Pénzeszköz-Egyenértékesekkel és (ii) a Meghatározott Célra Elkülönített Pénzeszközökkel.

**Meghatározott Célra Elkülönített Pénzeszközök** jelentik a Kibocsátói Adósságot biztosító elkülönített pénzeszközöket amelyek a Kötvényeknek nem alárendeltek.

**Pénzeszközök és Pénzeszköz-Egyenértékesek** jelentik a Kibocsátó pénzeszközeit és pénzeszköz-egyenértékeseit.

## 12 Orvoslás

(a) *Orvoslás módja*

A Kibocsátó jogosult orvosolni

- (i) bármely fizetési késedelmet a lejárt összeg Kötvénytulajdonosok részére történő megfizetésével; és  
(ii) a 10. Kötvényfeltétel (b) pontjában foglalt bármely mulasztást az alábbi módon:

- (A) Részvényesi Kifizetések esetén Kibocsátó részére tőkeemelés vagy tulajdonosi kölcsön formájában a fizetett összeg olyan mértékben, amilyen összegben a Részvényesi Kifizetés nem

felelt meg a 11. Kötvényfeltétel (*Kibocsátó kötelezettségvállalásai*) (a) pontjának.

- (B) Új Akvizíciók esetén, (x) az eredeti állapot helyreállításával, vagy (y) a 11. Kötvényfeltétel (*Kibocsátó kötelezettségvállalásai*) (a) pontjában foglaltaknak nem megfelelően megszerzett eszköz Cordia Csoporton kívüli harmadik személy részére történő újra-értékesítésével olyan eladási áron, amely nem kevesebb, mint az eredeti vételár és a kapcsolódó költségek összege és ezen eladási ár Kibocsátó részére megfizetésre került, vagy (z) a Kibocsátó részére tőkeemelés vagy tulajdonosi kölcsön nyújtása az érintett eszköz vételárával megegyező összegben.

(b) *Orvoslási időszak*

A Kibocsátó jogosult orvosolni

- (A) bármely fizetési késedelmet a késedelembeesés napján kezdődő és az azt követő harmincadik (30.) napon végződő időszakon belül, és
- (B) bármely a 3. Kötvényfeltételben (*A Kötvények Státusza és Sorrendisége*) vagy a 11. Kötvényfeltétel (a) pontjában foglalt vállalás megszegését azon időszakon belül, amely a Kötvényesi Gyűlésnek az Ügyrend 7. Pontja (b)(ii) alpontja értelmében hozott határozatának napján kezdődik és ezen határozatot hozó Kötvényesi Gyűlés napjától számított kilencvenedik (90.) napon végződik,

(az "**Orvoslási Időszak**").

### **13 Tőzsdei bevezetés**

A Kötvények a Budapesti Értéktőzsde által üzemeltetett Xbond multilaterális kereskedési helyszínre kerülnek bevezetésre a Kibocsátás Napját követő 180 (száznyolcvan) napon belül. A Kibocsátó saját kizárólagos belátási szerint határozhat a Kötvények bármely más szabályozott piacra vagy multilaterális kereskedési rendszerre történő bevezetéséről, feltéve, hogy a Kötvények kereskedése azok lejártáig az XBond multilaterális kereskedési helyszínen fennmarad.

### **14 Biztosítékok**

Nem alkalmazandó. A Kötvények a Kibocsátó **biztosítatlan** kötelezettségeit testesítik meg.

### **15 A Kötvények Kibocsátásának Célja**

A Kötvények kibocsátásából származó nettó bevétel a Kibocsátó által ingatlanprojektekbe és ingatlanfejlesztésekbe történő beruházások, különféle akvizíciók (ideértve – többek között – földterületek, földportfóliók, vállalati részesedések és immateriális javak), forgótőke finanszírozásának céljára, valamint az előbb említett célok finanszírozására felhasznált kintlévő kölcsönök (ideértve, de nem kizárólagosan szenior hitelek és a tulajdonosi kölcsönöket) esetleges refinanszírozására használja fel.

### **16 Fizető Ügynök**

A Kötvények tekintetében a Kibocsátó és a Raiffeisen Bank Zártkörűen Működő Részvénytársaság (székhely: 1133 Budapest Váci út 116-118.; cégjegyzékszám: Cg.01-10-041042; adószám: 10198014-4-44; a "**Fizető Ügynök**") mint fizető ügynök között létrejött fizető banki szerződés (amely szerződés időről időre módosításra és/vagy kiegészítésre és/vagy felváltásra kerül; a "**Fizető Ügynöki Szerződés**") jött

létre. A Fizető Ügynöki Szerződés alapján a Fizető Ügynök vállalja, hogy a Fizető Ügynöki Szerződésben foglalt tőke- és kamatfizetési szolgáltatásokat teljesíti.

A Fizető Ügynöki Szerződés a Kibocsátó székhelyén ingyenesen nyomtatott formában megtekinthető bármely munkanapon, a Kibocsátó normál üzleti óráiban bármely olyan Kötvénytulajdonos számára, aki tulajdonosi jogát a betekintés napjával megegyező fordulónappal kiállított Tulajdonosi Igazolással igazolja.

A Kibocsátó jogosult módosítani vagy megszüntetni a Fizető Ügynök megbízását és/vagy további vagy más Fizető Ügynököt megbízni feltéve, hogy a Kötvényekhez kapcsolódóan Magyarországon egy fizető ügynök folyamatosan megbízásra kerül.

A Fizető Ügynöki Szerződés alapján eljárva, a Fizető Ügynök kizárólag a Kibocsátó megbízottjaként jár el és nem vállal semmiféle kötelezettséget, vagy ügynöki, illetve bizományosi szolgáltatást a Kötvénytulajdonosok felé, illetve javára.

## **17 Árjegyzés**

A Kötvények vonatkozásában a Kibocsátó és a Raiffeisen Bank Zártkörűen Működő Részvénytársaság (székhely: 1133 Budapest Váci út 116-118.; cégjegyzékszám: Cg.01-10-041042; adószám: 10198014-4-44; az **„Árjegyző”**) között árjegyzői szerződés (amely szerződés időről időre módosításra, és/vagy kiegészítve és/vagy felváltásra kerül, az **„Árjegyzői Szerződés”**) került megkötésre.

A Kibocsátónak joga van módosítani vagy megszüntetni az Árjegyző megbízását és/vagy további vagy más Árjegyzőt megbízni feltéve, hogy a Kötvényekhez kapcsolódóan Magyarországon folyamatosan lesz egy árjegyző.

Az Árjegyző jogosult az Árjegyzői Szerződést rendes vagy rendkívüli felmondással felmondani.

## **18 Értesítések**

A Kötvényekkel kapcsolatos valamennyi értesítés akkor tekinthető hatályosan közöltnek és kézbesítettnek, ha azok közzétételre kerültek a Kibocsátó honlapján ([www.cordiahomes.com](http://www.cordiahomes.com)). Ez előzőket nem érintve, kizárólag a Kötvények XBond multilaterális kereskedési helyszínen történő regisztrálásának napjáig a Kibocsátó minden ésszerű intézkedést megtesz annak érdekében, hogy a mindenkorai Kötvénytulajdonosokat e-mail útján is értesítse minden, a Kibocsátó honlapján közzétett a Kötvényekkel kapcsolatos fizetésre vagy annak elmulasztására vagy az ezekhez közvetlenül kapcsolódó körülményekre vonatkozó tájékoztatásról. A Kibocsátónak köteles biztosítani, hogy az értesítések az alkalmazandó jogszabályok szerint és az illetékes felügyeleti hatóság által előírt módon kerüljenek közzétételre. Ezen értesítések az első közzétételük napján közzétettnek tekintendők.

A Kötvénytulajdonosoktól származó értesítéseket vagy nyilatkozatokat cégszerűen aláírva, írásban, magyar és/vagy angol nyelven kell eszközölni és – eltérő rendelkezés hiányában – a Kibocsátó részére, ajánlott postai küldemény vagy személyes kézbesítés útján, a Kibocsátó a székhelyére – a Kibocsátónak jelen Kötvényfeltétellel összhangban adott eltérő értesítése hiányában – a 1082 Budapest, Futó utca 47-53. VII. em. címre küldendő, amely értesítéshez vagy nyilatkozathoz csatolásra került a KELER vagy a vonatkozó Értékpapír-számlavezető által kiállított tulajdonosi igazolás, amely igazolás legalább a Kötvénytulajdonos tulajdonosi jogcímét igazolja (a **„Tulajdonosi Igazolás”**).

Valamennyi szabályozott információ közzétételre kerül a Kibocsátó honlapján, a BÉT honlapján (<https://www.bet.hu/>) és az MNB honlapján (<https://kozvetetelek.mnb.hu/>). Valamennyi szabályozott

információ (ha van ilyen) az alkalmazandó jogszabályok és a Budapesti Értéktőzsde által meghatározott szabályok rendelkezései szerint kerülnek közzétételre a Kibocsátó által.

## **19 Irányadó Jog és Illetékesség**

### **(a) Irányadó jog**

A Kötvényekre és az azokkal kapcsolatos bármely kérdésre, valamint azok értelmezésére, a magyar jog az irányadó.

### **(b) Illetékesség**

A Kibocsátóval szemben a Kötvényekből eredő bármely követelés esetén a hatáskörrel és illetékességgel rendelkező magyar rendes bíróság jár el.

## **20 Nyelv**

A jelen Kötvényfeltételek eredeti és irányadó nyelve az angol. A Kötvényfeltételek magyar nyelvű fordítása a KELER-nél letétbe helyezésre került annak szabályzataival összhangban. A Kötvényfeltételek angol nyelvű verziója bír jogi kötőerővel, és az angol és a magyar nyelvi verziók közötti eltérés esetén, az angol nyelvi verzió az irányadó.

## **21 Kötvényesi Gyűlés és a Kötvényfeltételek Módosítása**

A Kötvényesi Gyűlés a Kibocsátó által a Kötvények forgalomba hozatalával kapcsolatban 2020. július 16. napján kiadott Információs Memorandum 2. Számú Mellékletében (*Kötvényesi Gyűlésre vonatkozó rendelkezések*) foglalt rendelkezések szerint kerül összehívásra és megtartásra („**Ügyrend**”). A Kötvényesi Gyűlés – többek között – a következők céljából hívható össze:

(a) Kötvényfeltételek módosítása (ha és amennyiben azt az alkalmazandó jogszabályok lehetővé teszik);  
vagy

(b) egy Felmondási Eseménnyel kapcsolatban teendő intézkedések.

A Kötvényfeltételek módosítása a KELER-nél letétbe helyezett Okirat kicserélését eredményezheti, továbbá az alkalmazandó jog által előírt követelmények teljesítésétől függhet.

Jelen 20. Kötvényfeltétel az Ügyrenddel összhangban értelmezendő.

## ANNEX 2

### PROVISIONS ON MEETINGS OF BONDHOLDERS

The present terms and conditions shall be applicable for each Bondholders' Meetings convened in connection with the Bonds (the "**By-Laws**").

Capitalised terms and expressions not defined in this By-Laws shall have the meanings attributed to them in the Information Memorandum or in the Conditions.

#### **1 Convening of the Bondholders' Meeting**

- (a) The Issuer may at any time convene a Bondholders' Meeting. A Bondholders' Meeting shall be convened by the Issuer upon the request of Bondholder(s) holding at least the smaller of: Bonds with the aggregate Face Value of HUF 500,000,000 or 2.5 % of the number of Bonds outstanding (whichever is smaller and in any case other than any Bond being subject to redemption). Request to convene a Bondholders' Meeting to the Issuer shall be submitted in accordance with Condition 17 (*Notices*) along with a justification and a proposed agenda. The Issuer shall convene the Bondholders' Meeting for a day falling no later than 30 days from the receipt by the Issuer of the request fulfilling the aforementioned requirements. The Bondholders' Meeting is convened by way of an announcement published through the website of the Issuer ([www.cordiahomes.com](http://www.cordiahomes.com)) at least 20 Business Days prior to the planned date of the meeting, and indicating the date, time, place and agenda of the Bondholders' Meeting. The announcement may also include other information necessary for the Bondholders to decide whether to participate in the Bondholders' Meeting.
- (b) The Bondholders' Meeting shall be held in Budapest. The precise venue for the Bondholders' Meeting shall be defined by the Issuer in the announcement on the convening of the Bondholders' Meeting. The Bondholders' Meeting shall not start earlier than 11:00 a.m. (Budapest time).
- (c) The right to participate in the Bondholders' Meeting (including any adjourned Bondholders' Meeting) shall vest with the Bondholder who, at the drawing up of the attendance list of the Bondholders' Meeting (as set out in Condition 4(c) below), has submitted an Ownership Certificate with a record date no earlier than two (2) Business Days prior to the date of the relevant Bondholders' Meeting.
- (d) The list of Bondholders that are entitled to participate in a given Bondholders' Meeting (the "**List of Bondholders**") shall be published by the Issuer at its website at least 3 Business Days prior the commencement of the Bondholders' Meeting. The List of Bondholders shall contain the Bondholder's name and registered office as well as the number of Bonds held by such Bondholder and the number of votes to which it is entitled.
- (e) A Bondholder may review the List of Bondholders and may request a copy of the List of the Bondholders or request that the List of Bondholders be sent free of charge by e-mail to such Bondholder's e-mail address. Each Bondholder is entitled to request copies of documents regarding any matter on the agenda of that Bondholders' Meeting. Such copies should be provided to the Bondholder within 2 Business Days from the receipt by the Issuer of the Bondholder's request thereon.
- (f) A person representing a Bondholder at the Bondholders' Meeting shall evidence its right of representation by providing the underlying documents in form qualifying at least private deed with full probative force (in Hungarian: "*teljes bizonyító erejű magánokirat*") in original or certified copy.

- (g) A Bondholder can be represented at a Bondholders' Meeting by a proxy, subject to paragraph (f) above and based on an authorisation incorporated into a document with full probative force. Any Bondholder may act as proxy for another Bondholder. A member of the Issuer's corporate bodies, an employee of the Issuer shall not be entitled to act as a proxy for the Bondholder.
- (h) A Bondholder's right to participate in the Bondholders' Meeting include in particular the right to:
  - (i) participate in voting, and
  - (ii) take floor.
- (i) The Issuer shall bear reasonable, justified and documented costs and expenses associated with convening and holding the Bondholders' Meeting, except for the costs and expenses associated with the participation of a given Bondholder, or such Bondholder's representative, proxy or advisor at the Bondholders' Meeting.

## **2 Attendance**

The following may attend and speak at a Bondholders' Meeting:

- (a) Bondholders or their representatives;
- (b) the chairman;
- (c) any member of the Board of Directors;
- (d) any representative and financial, legal and other professional advisor of the Issuer; and
- (e) any other person approved in writing by the Issuer in advance.

No one else may attend or speak at a Bondholders' Meeting.

## **3 Chairman**

- (a) The chairman of a Bondholders' Meeting shall be such person as the Issuer may nominate in writing, either prior to or at the Bondholders' Meeting, but if no such nomination is made or if the person nominated is not present within 15 minutes after the time fixed for the Bondholders' Meeting the simple majority of the Bondholders present shall choose one of the attendees to be chairman, failing which the Issuer may appoint a chairman. The chairman of an adjourned meeting shall not be the same person as the chairman of the original meeting.
- (b) The duties of the chairman of the Bondholders' Meeting include the following:
  - (i) checking and signing the attendance list and verifying that the attendance list is drafted correctly as well as verifying that the quorum requirement is fulfilled;
  - (ii) ensuring the efficient and appropriate course of discussions;
  - (iii) giving the floor and ensuring that the discussions are to the point;
  - (iv) adjourning the discussions;
  - (v) managing voting and ensuring it proceeds correctly;
  - (vi) ensuring that all the items on the agenda are considered;
  - (vii) counting the votes cast (or supervising the counting of votes);
  - (viii) providing the Issuer with the original of the meeting minutes and all relating documents in



accordance with Clause 8(g) below; and

- (ix) issuing relevant orders and instructions for the purpose of performing the above indicated duties.

#### **4 Holding a Bondholders' Meeting**

- (a) A Bondholders' Meeting shall be opened by a member of the Board of Directors or a duly authorized representative of the Issuer.
- (b) Once the Bondholders' Meeting is opened, the chairman of the Bondholders' Meeting shall be appointed in accordance with Clause 3(a) above.
- (c) An attendance list is drawn up immediately upon electing the chairman. The attendance list shall include: (i) identification details of the Bondholder, (ii) the information regarding the number of the Bonds held by the given Bondholder, (iii) the aggregate Face Value of the Bonds held by a Bondholder being present, (iv) the number of votes to which the given Bondholder is entitled and (v) type of representative (personal or by way of representative). If a Bondholder is represented by a proxy or other representative, the attendance list shall additionally include its role and identification data of such proxy or representative.
- (d) The attendance list shall be signed by the chairman and each Bondholder being present at the Bondholders' Meeting.
- (e) The attendance list shall be available for review during the Bondholders' Meeting.
- (f) Subject to Clause 5 (*Quorum and Adjournment*), once the agenda of the Bondholders' Meeting is presented, the chairman shall open the discussion by giving the floor to the participant in the sequence in which they submitted their request. The participants may take floor only with regard to the matters included on the agenda which are the subject of the discussion at a given moment in time. Sequence of the agenda items may be amended by the chairman subject to the consent of the participants of the Bondholders' Meeting. The representatives of the Issuer may take the floor out of turn.
- (g) Each participant in a Bondholders' Meeting shall be entitled to submit questions regarding the matters included on the agenda.
- (h) A Bondholder shall have the right to request that certified copies of resolutions be released to such Bondholder by the Issuer at the Bondholder's expense.

#### **5 Quorum and Adjournment**

- (a) A Bondholders' Meeting is valid if attended by Bondholders representing at least 20 % of the number of Bonds outstanding (other than any Bond being subject to redemption) (**quorum**). The Board of Directors is obliged to submit at the Bondholders' Meeting a written declaration regarding the number of Bonds outstanding (excluding any Bond being subject to redemption) which shall be read out at the Bondholders' Meeting by the chairman and then enclosed to the minutes of the Bondholders' Meeting.
- (b) No business (except choosing and appointing a chairman) shall be transacted at a Bondholders' Meeting unless a quorum is present at the commencement of business. If a quorum is not present within 15 minutes from the time initially fixed for the Bondholders' Meeting, it shall, if convened on the requisition of Bondholders, be dissolved. In any other case it shall be adjourned until such date,

not less than 15 Business Days nor more than 42 days later, and time and place as the chairman may decide. If a quorum is not present within 15 minutes from the time fixed for a Bondholders' Meeting so adjourned, the Bondholders' Meeting shall be dissolved. For the avoidance of doubt, following its dissolution, that Bondholders' Meeting cannot be adjourned or postponed further, and the respective parties would need to initiate the convention of a new Bondholders' Meeting.

- (c) The chairman may, with the consent of (and shall if directed by) a Bondholders' Meeting, adjourn the Bondholders' Meeting from time to time and from place to place. Only business which could have been transacted at the original Bondholders' Meeting may be transacted at a Bondholders' Meeting adjourned in accordance with this Clause 5.
- (d) At least 10 days' notice of a Bondholders' Meeting adjourned due to the quorum not being present shall be given in the same manner as for an original Bondholders' Meeting and that notice shall state the quorum required at the adjourned Bondholders' Meeting. Subject the foregoing, it shall not be necessary to give any other notice of an adjourned Bondholders' Meeting.

## **6 Voting**

- (a) Each question submitted to a Bondholders' Meeting shall be decided by a show of hands, unless a ballot is (before, or on the declaration of the result of, the show of hands) demanded by the chairman, the Issuer or one or more Bondholders representing at least the smaller of: Bonds with the aggregate Face Value of HUF 500,000,000 or 2.5 % of the number of Bonds outstanding (whichever is smaller and in any case other than any Bond being subject to redemption).
- (b) Unless a ballot is demanded, a declaration by the chairman that a resolution has or has not been passed shall be conclusive evidence of the fact without proof of the number or proportion of the votes cast in favour of or against it.
- (c) If a ballot is demanded, it shall be taken in such manner and (subject as provided below) either at once or after such adjournment as the chairman directs. The result of the ballot shall be deemed to be the resolution of the meeting at which it was demanded as at the date it was taken. A demand for a ballot shall not prevent the meeting continuing for the transaction of business other than the question on which it has been demanded.
- (d) A ballot demanded on the election of a chairman or on a question of adjournment shall be taken at once.
- (e) On a show of hands or a ballot, each Bond entitles a Bondholder to one vote at the Bondholders' Meeting including the adjourned Bondholders' Meeting. Without prejudice to the obligations of proxies, a person entitled to more than one vote need not use them all or cast them all in the same way.
- (f) In case of equality of votes the chairman shall both on a show of hands and on a ballot have a casting vote in addition to any other votes which it may have.

## **7 Adopting Resolutions**

- (a) The Bondholders' Meeting adopts resolution only on matters included in the agenda.
- (b) A resolution of the Bondholders' Meeting
  - (i) (subject to and to the extent permitted under applicable law) on the amendment of the Conditions shall be adopted by the supporting votes of the Bondholders holding 85 % of the

number of Bonds outstanding (other than any Bond being subject to redemption) and subject to the proposal and consent of the Issuer given in the form of a declaration which shall also be published on the Issuer's website. The declaration on the amendment of the Conditions (consent or rejection) shall be published within three (3) Business Days following the Bondholders' Meeting. In the case of failure to publish such declaration, the amendment of the Conditions shall be deemed to be rejected by the Issuer;

- (ii) on giving notice to the Issuer to remedy, in accordance with Condition 12 (*Remedy*), any default under Condition 3 (*Status and Ranking of the Bonds*) or Condition 11(a) may be passed with the supporting votes of the Bondholders holding 20 % of the number of Bonds outstanding (other than any Bond being subject to redemption); and
- (iii) on any matter (other than those set out in paragraphs (i)-(ii) above) may be passed with the supporting vote of the simple majority of Bondholders being present at the Bondholders' Meeting.

(c) For the purpose of passing a resolution under Clause 7(b)(ii), any request for convening a Bondholders' Meeting can be submitted by the Bondholders (holding Bonds at least in the amount set out in Clause 1.(a) above) to the Issuer only within forty-five (45) days calculated from

- (i) the date of publication of the relevant Financial Statement of the Issuer, in the case of breach of undertaking under Condition 11(a); and
- (ii) the date when the Bondholder becomes aware of the breach, in the case of breach of undertaking under Condition 3 (*Status and Ranking of the Bonds*).

At such Bondholders' Meeting the Issuer shall disclose and present to the Bondholders the documents necessary for the objective establishment of the occurrence of a breach or the absence thereof.

- (d) The Bondholders' Meeting may pass a resolution (other than any resolution on the amendment of the Conditions) in spite of not being formally convened if all Bondholder is present or is represented at the Bondholders' Meeting and if no objections have been raised by those present at the Bondholders' Meeting against the holding of the Bondholders' Meeting or any specific items proposed for the agenda.
- (e) A resolution passed by a correctly convened and held Bondholders' Meeting shall be binding upon all the Bondholders, including those who did not attend the Bondholders' Meeting or voted against such resolution.

## **8 Minutes**

- (a) Minutes shall be made of all resolutions and proceedings at each Bondholders' Meeting.
- (b) Minutes of the Bondholders' Meeting are signed by the chairman and the person taking the minutes.
- (c) Until the contrary is proved every Bondholders' Meeting for which minutes have been so made and signed shall be deemed to have been duly convened and held and all resolutions passed or proceedings transacted at it to have been duly passed and transacted.
- (d) The minutes shall contain – at least – (i) a confirmation on the correctness of the convening the Bondholders' Meeting, (ii) confirmation on the capacity of the Bondholders' Meeting to adopt resolutions, (ii) an indication of the resolutions considered by the Bondholders' Meeting, including indication of their content; (iii) for each resolution the total number of valid votes, the percentage

share of the Bonds from which valid votes were cast in the number of Bonds outstanding (other than any Bond being subject to redemption), the number of votes "for", "against" and "abstaining", the decision of the Bondholders' Meeting formulated as a result of the vote, and the objections that were raised. The attendance list which contains the signatures of the participants of the Bondholders' Meeting is attached to the minutes of the Bondholders' Meeting.

- (e) The minutes must be published on the website of the Issuer within fifteen (15) days after they have been signed.
- (f) The originals or excerpts of the minutes shall be stored in the minute book maintained by the Issuer. The confirmations of proper convening of the Bondholders' Meeting and the proxies granted by Bondholders are added to the minute book. The chairman of the Bondholders' Meeting shall, at the latest within one (1) Business Day following the date of the Bondholders' Meeting, provide the Issuer with the original of each minutes together with each of its annexes, attachments and any other document that are required to be stored by the Issuer pursuant to this By-Laws.
- (g) The Issuer shall be entitled to record any Bondholders' Meeting provided that the Bondholders present at such Bondholders' Meeting is notified of the fact and method of recording. For the avoidance of doubt, recording shall not be subject to the approval of any Bondholder being present.

#### **9. Holding the Bondholders' Meeting through electronic means**

- (a) The Issuer at its sole discretion may decide that or if so requested by the Bondholders in their request referred to in Section 1(a) (*Convening of the Bondholders' Meeting*) of this By-Laws, the Bondholders' Meeting can be convened to be held by the use of electronic communication device(s). In such case the Issuer shall indicate the details for the applicable electronic communication device(s) and channel in the announcement referred to in Section 1(a) (*Convening of the Bondholders' Meeting*) of this By-Laws.
- (b) In case the Bondholders' Meeting is held by the use of electronic communication device(s), provisions of this By-Laws shall apply respectively.
- (c) The Bondholders' Meeting that held by the use of electronic communication device(s) shall be recorded by the Chairman and shall be stored on the Issuers servers for, at least, five years. The minutes of the Bondholders' Meeting shall be drawn up in accordance with Section 8 (*Minutes*) of this By-Laws.

#### **10. Bondholders' Meeting's decision making in writing without convening the Bondholders' Meeting**

- (a) The Bondholders' Meeting can make decisions in writing by voting on proposed draft resolution(s) without convening the Bondholders' Meeting in case the Issuer so proposes or if so requested by the Bondholders in their request referred to in Section 1(a) (*Convening of the Bondholders' Meeting*) of this By-Laws. In such case the Issuer shall indicate the proposed draft resolution(s), the appointed Chairman (who will manage the Bondholders' Meeting's decision making in writing), as well as the deadline for submitting the votes in the announcement referred to in Section 1(a) (*Convening of the Bondholders' Meeting*) of this By-Laws.
- (b) In case the Bondholders' Meeting is proposed to make a decision without convening the Bondholders' Meeting, the provisions of this By-Laws shall apply in a manner and to the extent those can reasonably be applicable in accordance with the rules laid down in this Section and if not set forth otherwise herein.

- (c) The Bondholders shall submit their votes on the proposed draft resolution(s) within the deadline set by the Issuer, which deadline shall, at least, be eight (8) Business Days following the date of the Issuer's announcement referred to in Section 1(a) (Convening of the Bondholders' Meeting) of this By-Laws.
- (d) The decision (adoption or rejection) on the proposed draft resolution(s) shall be deemed to be made if the Chairman receives the number of votes which would have been required for the quorum of the Bondholder's Meeting.
- (e) A vote is valid in case it unequivocally specifies the name, address/registered seat, name of representative of the Bondholder, the proposed draft resolution(s) the Bondholders vote on, the number of the proposed draft resolution(s), and the vote on the proposed draft resolution(s).
- (f) The Bondholders may send their votes in writing via post or courier, or via e-mail and signed by the use of qualified electronic signature ("*minősített elektronikus aláírás*") or advanced electronic signature ("*minősített tanúsítványon alapuló fokozott biztonságú elektronikus aláírás*").
- (g) The Chairman declares and announces the results of the voting within three (3) days following the deadline of the voting.
- (h) In case the Bondholders adopt the proposed draft resolution(s), the Issuer will publish a related declaration on its website within three (3) Business Days following the date of the deadline of the voting.
- (i) The date of the Bondholders' resolution(s) will be the date of deadline of the voting or if it happens earlier, when the Chairman receives all votes from all Bondholders.

ANNEX 3  
AUCTION FORM

To: **Raiffeisen Bank Zrt.** in scanned copy via e-mail to [oliver.kondor@raiffeisen.hu](mailto:oliver.kondor@raiffeisen.hu), [laszlo2.lovas@raiffeisen.hu](mailto:laszlo2.lovas@raiffeisen.hu)

This is an auction form in relation to the purchase by way of an auction procedure of HUF 50,000,000 face value and 3,00 per cent. fixed rate bonds due 2030 (name: CORDIA 2030/I HUF Kötvény; short name: CORDIA2030; ISIN Code: HU0000359773; total face value of the issuance: HUF 36,000,000,000) (the „Bonds”) to be issued by the CORDIA International Zrt. (H-1082 Budapest, Futó utca 47-53. VII. floor, Hungary) (the “Issuer”).

Capitalised terms used in this Auction Form have the same meaning given to them in the information memorandum relating to the Bonds dated 16 July 2020 (the “Information Memorandum”), unless the context indicates otherwise or there is an explicit reference to a different interpretation. The provisions of the Information Memorandum apply to this Auction Form accordingly.

Offeror's name (the Offeror):

Address / seat:

Classification<sup>1</sup>:

foreign currency resident legal entity /  
not foreign currency resident (name of the country)

Court Registry number / Registration number:

Tax number:

Offeror's bank account keeping institution's name:

Offeror's bank account number:

If applicable, securities account number, account number at Central Depository:

Offeror's securities account keeping institution's name:

Offeror's securities account number:

Representative's / authorised representative's name, personal ID number / passport number:

Representative's / authorised representative's address / seat:

Telephone number:

E-mail address:

As Offeror, I make an irrevocable purchase offer in relation to:

- (i) \_\_\_\_\_ (number of bonds), that is \_\_\_\_\_ (number of bonds) Bonds with a denomination of HUF 50,000,000 per Bond, at the price of \_\_\_\_\_ per cent. (rounded up to four decimals), amount payable: HUF \_\_\_\_\_
- (ii) \_\_\_\_\_ (number of bonds), that is \_\_\_\_\_ (number of bonds) Bonds with a denomination of HUF 50,000,000 per Bond, at the price of \_\_\_\_\_ per cent. (rounded up to four decimals), amount payable: HUF \_\_\_\_\_
- (iii) \_\_\_\_\_ (number of bonds), that is \_\_\_\_\_ (number of bonds) Bonds with a denomination of HUF 50,000,000 per Bond, at the price of \_\_\_\_\_ per cent. (rounded up to four decimals), amount payable: HUF \_\_\_\_\_

<sup>1</sup>To be underlined appropriately.

- (iv) \_\_\_\_\_ (number of bonds), that is \_\_\_\_\_ (number of bonds) Bonds with a denomination of HUF 50,000,000 per Bond, at the price of \_\_\_\_\_ per cent. (rounded up to four decimals), amount payable: HUF \_\_\_\_\_
- (v) \_\_\_\_\_ (number of bonds), that is \_\_\_\_\_ (number of bonds) Bonds with a denomination of HUF 50,000,000 per Bond, at the price of \_\_\_\_\_ per cent. (rounded up to four decimals), amount payable: HUF \_\_\_\_\_

The Offeror acknowledges that this offer may be accepted in part (up to a specified amount).

The Offeror confirms that:

- ☐ The Offeror qualifies as a Hungarian institutional investor within the meaning of section 5(1)(60) of Act CXX of 2001 on the Capital Markets (the "Capital Markets Act") and it wishes to comply with its auction purchase price payment obligations by making available the auction purchase price for OTC settlement by KELER Zrt. at the Offeror's respective bank account used for the purposes of OTC (DVP) settlement no later than until 11:15 (Budapest time) on the date of the issuance of the Bonds, being 27 July 2020.
- ☐ The Offeror does not qualify as a Hungarian institutional investor within the meaning of section 5(1)(60) of the Capital Markets Act. Therefore, the Offeror acknowledges that the auction purchase price payment must be made by the Offeror in full no later than 13:15 (Budapest time) on the date preceding the date of the auction.

The Offeror agrees not to make any claim against the Issuer or Raiffeisen Bank Zrt. (other than reclaiming amounts paid to Raiffeisen Bank Zrt. for Bonds which were not allocated to the Offeror), for the payment of interest or damages with respect to any part of this purchase offer which is not accepted by the Issuer or Raiffeisen Bank Zrt.

The Offeror accepts that the relevant business conditions of Raiffeisen Bank Zrt. apply in connection with the performance of the services provided under the present Auction Form.

By signing this Auction Form the Offeror acknowledges that the Offeror has the duty to become familiar with the contents of the Information Memorandum and the relevant business conditions of the Raiffeisen Bank Zrt. and the Offeror gives its consent to Raiffeisen Bank Zrt. to transfer this Auction Form or any data / personal data set out in this Auction Form to the Issuer, its affiliates or the National Bank of Hungary (operating the Bond Funding for Growth Scheme („növekedési kötvényprogram”)) for the purposes of using such data by the Issuer its affiliates or the National Bank of Hungary in connection with any tasks related to the offering of the Bonds. This statement is made by the Offeror on the basis of the Offeror's sole decision with full knowledge of the contents of the Information Memorandum. The Offeror acknowledges that after having signed this Auction Form it cannot be amended or revoked by the Offeror.

The Offeror declares as being qualified as [professional client] / [eligible counterparty] in accordance with the MiFID Regulation and Act CXXXVIII of 2007 on Investment Firms and Commodity Exchange Service Providers and the Rules of their Activities.

The Offeror declares that the information supplied by the Offeror in this Auction Form is accurate and the Offeror acknowledges that the provision of any untrue information may result in this Auction Form becoming null and void.

Place: \_\_\_\_\_, \_\_\_\_\_ (day) \_\_\_\_\_ (month) \_\_\_\_\_ (year)

\_\_\_\_\_  
(authorised) signature

## ANNEX 4

### DETAILS OF THE SUBSIDIARIES

Project data presented below may change any time and Issuer may sell any or multiple projects or project vehicles during the course of day-to-day business.

#### 1. HUNGARY

##### 1.1. Project Entities:

Fund:	<b>Cordia Global Real Estate Development Umbrella Fund- Cordia Global 1. Real Estate Development Subfund</b>
Fund management:	Finext Befektetési Alapkezelő Zrt.
Type of Fund:	privately placed, open-end umbrella fund's sub-fund
Project:	Kapás21: Located in Budapest, Kapás Street 21. The building comprises 100 smart apartments. Status: completed.

Fund:	<b>Cordia Global Real Estate Development Umbrella Fund- Cordia Global 2. Real Estate Development Subfund</b>
Fund management:	Finext Befektetési Alapkezelő Zrt.
Type of Fund:	privately placed, open-end umbrella fund's sub-fund
Project:	Corvin Átrium 2. Phase: Located in the newly renovated area of the Corvin Promenade, in the area enclosed by Bókay Street, Práter Street and Leonardo da Vinci Street. The building comprises 273 apartments. Status: completed.

Fund:	<b>Cordia Global Real Estate Development Umbrella Fund - Cordia Global 3. Real Estate Development Subfund</b>
Fund management:	Finext Befektetési Alapkezelő Zrt.
Type of Fund:	privately placed, open-end umbrella's sub-fund
Project:	<ul style="list-style-type: none"> <li>• Young City 1. A and B: Located in a central, but green area within the thirteenth district of Budapest. The building comprises 147 apartments. Status: completed.</li> <li>• Young City 2.: Located in a central, but green area within the thirteenth district of Budapest. The building comprises 217 apartments. Status: under construction.</li> </ul>



Fund:	<b>Cordia Global Real Estate Development Umbrella Fund - Cordia Global 4. I Real Estate Development Subfund</b>
Fund management:	Finext Befektetési Alapkezelő Zrt.
Type of Fund:	privately placed, open-end umbrella fund's sub-fund
Project:	Rózsa 55.: Located on the outskirts of the diplomatic quarter, close to the prestigious Andrassy Avenue and City Park, and just a few minutes' walk from Király Street. The building comprises 157 smart apartments. Status: completed.

Fund:	<b>Cordia Global Real Estate Development Umbrella Fund - Cordia Global 5. Real Estate Development Subfund</b>
Fund management:	Finext Befektetési Alapkezelő Zrt.
Type of Fund:	privately placed, open-end umbrella fund's sub-fund
Project:	Grand'Or: Located in the seventh district, downtown Budapest. The building comprises 110 apartments. Status: under construction.

Fund:	<b>Cordia Global Real Estate Development Umbrella Fund - Cordia Global 6. Real Estate Development Subfund</b>
Fund management:	Finext Befektetési Alapkezelő Zrt.
Type of Fund:	privately placed, open-end umbrella fund's sub-fund
Project:	<ul style="list-style-type: none"> <li>Marina Life 1.: Located in Cserhalom Street in a prestigious, fast-growing area of the thirteenth district, just a few minutes' walk from the Danube riverside. The building comprises 207 apartments. Status: under construction.</li> <li>Marina Life 2.: Located in Cserhalom Street in a prestigious, fast-growing area of the thirteenth district, just a few minutes' walk from the Danube riverside. The building comprises 207 apartments. Status: under construction.</li> </ul>

Fund:	<b>Cordia Global Real Estate Development Umbrella Fund - Cordia Global 7. Real Estate Development Subfund</b>
Fund management:	Finext Befektetési Alapkezelő Zrt.
Type of Fund:	privately placed, open-end umbrella fund's sub-fund

Project:	Marina Garden: Located in the thirteenth district of Budapest, on Marina Part near by the River Danube. The building comprises 275 apartments. Status: under construction.
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Fund:	<b>Cordia Global Real Estate Development Umbrella Fund - Cordia Global 8. Real Estate Development Subfund</b>
Fund management:	Finext Befektetési Alapkezelő Zrt.
Type of Fund:	privately placed, open-end umbrella fund's sub-fund
Project:	<ul style="list-style-type: none"> <li>Sasad Resort HILL and SUN: Sasad Resort is a unique location, located in the eleventh district of Budapest. The building comprises 99 apartments. Status: under construction.</li> </ul>

Fund:	<b>Cordia Global Real Estate Development Umbrella Fund - Cordia Global 9. Real Estate Development Subfund</b>
Fund management:	Finext Befektetési Alapkezelő Zrt.
Type of Fund:	privately placed, open-end umbrella fund's sub-fund
Project:	Centropolitan (Bacsó Béla): Located in Budapest, Bacsó Béla street 17-23. The building comprises 138 apartments. Status: under construction.

Fund:	<b>Cordia Global Real Estate Development Umbrella Fund - Cordia Global 10. Real Estate Development Subfund</b>
Fund management:	Finext Befektetési Alapkezelő Zrt.
Type of Fund:	privately placed, open-end umbrella fund's sub-fund
Project:	Sasad Resort 2 HILLTOP: Sasad Resort is a unique location, located in the eleventh district of Budapest. The building comprises 112 apartments. Status: under construction.

Fund:	<b>Cordia Global Real Estate Development Umbrella Fund - Cordia Global 11. Real Estate Development Subfund</b>
Fund management:	Finext Befektetési Alapkezelő Zrt.
Type of Fund:	privately placed, open-end umbrella fund's sub-fund

Project:	Grand Corvin 1. Phase: Located in the area enclosed by Bókay Street, Tömő Street and Leonardo da Vinci Street in Corvin Quarter. The building comprises 194 apartments. Status: under construction.

Fund:	<b>Cordia Global Real Estate Development Umbrella Fund - Cordia Global 12. Real Estate Development Subfund</b>
Fund management:	Finext Befektetési Alapkezelő Zrt.
Type of Fund:	privately placed, open-end umbrella fund's sub-fund
Project:	Marina Portside: Located in right by the River Danube in the thirteenth district of Budapest. The building comprises 287 apartments. Status: under construction.

Fund:	<b>Cordia Global Real Estate Development Umbrella Fund - Cordia Global 14. Real Estate Development Subfund</b>
Fund management:	Finext Befektetési Alapkezelő Zrt.
Type of Fund:	privately placed, open-end umbrella fund's sub-fund
Project:	Sasad Resort 3 PANORAMA: Sasad Resort is located at a unique area in the eleventh district of Budapest. The building comprises 136 apartments. Status: under preparation

Fund:	<b>Cordia Global Real Estate Development Umbrella Fund - Cordia Global 16. Real Estate Development Subfund</b>
Fund management:	Finext Befektetési Alapkezelő Zrt.
Type of Fund:	privately placed, open-end umbrella fund's sub-fund
Project:	Thermal Zugló 4.: Located directly next to the former phases, on Egressy Road and István Fischer Street The building comprises 112 apartments. Status: under preparation.

Fund:	<b>Cordia Global Real Estate Development Umbrella Fund - Cordia Global 17. Real Estate Development Subfund</b>
Fund management:	Finext Befektetési Alapkezelő Zrt.

Type of Fund:	privately placed, open-end umbrella fund's sub-fund
Project:	Young City 3.: Located in a central, but green area within the thirteenth district. The building comprises 215 apartments. Status: under construction.

Fund:	<b>Cordia Global Real Estate Development Umbrella Fund - Cordia Global 18. Real Estate Development Subfund</b>
Fund management:	Finext Befektetési Alapkezelő Zrt.
Type of Fund:	privately placed, open-end umbrella fund's sub-fund
Project:	Akadémia Garden: Located in Budapest, Pápay István street 7., in the developing area found at the intersection of Haller street, Mester street and the Könyves Kálmán boulevard, a short walk from the Danube riverside. The building comprises 306 apartments. Status: under construction.

Fund:	<b>Cordia Global Real Estate Development Umbrella Fund - Cordia Global 20. Real Estate Development Subfund</b>
Fund management:	Finext Befektetési Alapkezelő Zrt.
Type of Fund:	privately placed, open-end umbrella fund's sub-fund
Project:	Konkoly Thege: Located in Csillebérc on the top of Buda Hills directly near to Buda Natural Reserve Area. The building comprises 64 apartments. Status: under preparation.

Fund:	<b>Cordia Global Real Estate Development Umbrella Fund - Cordia Global 24. Real Estate Development Subfund</b>
Fund management:	Finext Befektetési Alapkezelő Zrt.
Type of Fund:	privately placed, open-end umbrella fund's sub-fund
Project:	Vaskapu 43-45.: Located in Vaskapu street surrounded by Mester Street and Soroksári Street in the renewing Millennium Quarter. The building comprises 225 apartments. Status: under preparation.

Fund:	<b>Cordia Global Real Estate Development Umbrella Fund - Cordia Global 25. Real</b>
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	<b>Estate Development Subfund</b>
Fund management:	Finext Befektetési Alapkezelő Zrt.
Type of Fund:	privately placed, open-end umbrella fund's sub-fund
Project:	Illés st.: Located in central Pest, in a residential area next to Kalvaria square, close to Úllői Street. The building comprises 162 apartments. Status: under preparation.

Fund:	<b>Cordia Global Real Estate Development Umbrella Fund - Cordia Global 27. Real Estate Development Subfund</b>
Fund management:	Finext Befektetési Alapkezelő Zrt.
Type of Fund:	privately placed, open-end umbrella fund's sub-fund
Project:	Marina City – newly acquired project next to the River Danube (close to Marina Portside project). The project is planned to be a new urban development with cc. 3,000 apartments. Status: under preparation (subject to planning).

Fund:	<b>Cordia Development 1 Fund</b>
Fund management:	Finext Befektetési Alapkezelő Zrt.
Type of Fund:	privately placed, open-end fund
Project:	Corvin Átrium 1. Phase: Phase: Located in the newly renovated area of the Corvin Promenade, in the area enclosed by Bókay Street, Práter Street and Leonardo da Vinci Street. The building comprises 266 apartments. Status: completed.

Fund:	<b>Cordia Development 2 Fund</b>
Fund management:	Finext Befektetési Alapkezelő Zrt.
Type of Fund:	privately placed, open-end fund
Project:	<ul style="list-style-type: none"> <li>Thermal Zugló 3.: Located directly next to the former phases, on Egressy Road and István Fischer Street The building comprises 202 apartments. Status: under construction</li> </ul>

Fund:	<b>Cordia Real Estate Investments Fund</b>
Fund management:	Finext Befektetési Alapkezelő Zrt.
Type of Fund:	privately placed, open-end fund

Project:	<ul style="list-style-type: none"> <li>• Bimbó 155: Located in Rózsadomb, second district. The building comprises 8 apartments. Status: under preparation.</li> <li>• Thermal Zugló 5.: Located directly on István Fischer Street . The building comprises 199 apartments. Status: under preparation.</li> <li>• Fonyód: Located directly on Zoltán Kodály street. The building comprises 145 apartments. Status: under preparation.</li> </ul>
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Name of the company:	<b>Cordia Belváros Ingatlanfejlesztő Korlátolt Felelősségű Társaság</b>
Short name:	Cordia Belváros Kft.
Registered seat:	1082 Budapest, Futó utca 47-53. VII.
Place of incorporation:	Hungary
Date of incorporation:	28 January 2016
Company registration number:	01-09-276982
Duration of operation of the company:	Indefinite
Legal form:	Limited liability company
Legislation under which the company operates:	Hungarian
Registered capital:	HUF 3,000,000
The date of the deed of foundation:	3 January 2019
Main business activity:	6810 '08 Buying and selling of own real estate
Financial year:	Shall correspond to the calendar year
The place of publication of notices:	Company Gazette
Project	Gellérthegy utca: Located at the foot of Sun Hill in Krisztinaváros, which is a short walk away from the Castle District. The building comprises 42 apartments. Status: under preparation.

Name of the company:	<b>Sasad Resort II. Hungary Ingatlanfejlesztő Korlátolt Felelősségű Társaság</b>
Short name:	Sasad Resort II. Hungary Kft.
Registered seat:	1082 Budapest, Futó utca 47-53. VII.
Place of incorporation:	Hungary
Date of incorporation:	11 April 2007
Company registration number:	01-09-880998
Duration of operation of the company:	Indefinite
Legal form:	Limited liability company

Legislation under which the company operates:	Hungarian
Registered capital:	HUF 3,003,000
The date of the deed of foundation:	29 November 2018
Main business activity:	6810 '08 Buying and selling of own real estate
Financial year:	Shall correspond to the calendar year
The place of publication of notices:	Company Gazette
Project:	<ul style="list-style-type: none"> <li>Sasad Resort 2 SUNRISE (SR7): Sasad Resort is located at a unique area in the eleventh district of Budapest. The building comprises 153 apartments. Status: under preparation</li> <li>Sasad Resort 4 SKY (SR8): Sasad Resort is located at a unique area in the eleventh district of Budapest. The building comprises 148 apartments. Status: under preparation</li> <li>Sasad Resort 5 SUNLIGHT or SUNSET (SR3): Sasad Resort is located at a unique area in the eleventh district of Budapest. The building comprises 70 apartments. Status: under preparation</li> <li>Sasad Resort 5 PARK (SR4): Sasad Resort is located at a unique area in the eleventh district of Budapest. The building comprises 82 apartments. Status: under preparation</li> </ul>

Name of the company:	<b>GrandCorvin2 CG19 Korlátolt Felelősségű Társaság</b>
Short name:	GrandCorvin2 CG19 Kft.
Registered seat:	1082 Budapest, Futó utca 43-45. VI. em.
Place of incorporation:	Hungary
Date of incorporation:	24 October 2019
Company registration number:	01-09-349239
Duration of operation of the company:	Indefinite
Legal form:	Limited liability company
Legislation under which the company operates:	Hungarian
Registered capital:	HUF 5,000,000
The date of the deed of foundation:	24 September 2019
Main business activity:	6820 '08 Renting and operating of own or leased real estate
Financial year:	Shall correspond to the calendar year
The place of publication of notices	Company Gazette
Project:	GrandCorvin II phase: Located directly next to the first phase, on Leonardo da Vinci Street in the eighth district of Budapest. The building comprises 366

	apartments. Status: under construction.
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Name of the company:	<b>UNIVERSO CG13 Korlátolt Felelősségű Társaság</b>
Short name:	UNIVERSO CG13 Kft.
Registered seat:	1082 Budapest, Futó utca 43-45. VI. em.
Place of incorporation:	Hungary
Date of incorporation:	28 October 2019
Company registration number:	01-09-349240
Duration of operation of the company:	Indefinite
Legal form:	Limited liability company
Legislation under which the company operates:	Hungarian
Registered capital:	HUF 5,000,000
The date of the deed of foundation:	24 September 2019
Main business activity:	6820 '08 Rentint and operating of own or leased real estate
Financial year:	Shall correspond to the calendar year
The place of publication of notices:	Company Gazette
Project	Univero project: on Balázs Béla Street in the ninth district of Budapest. The building comprises 260 apartments. Status: under construction.

Name of the company:	<b>Millennium Residence Első Ütem CG22 Korlátolt Felelősségű Társaság</b>
Short name:	Millennium Residence Első Ütem CG22 Kft.
Registered seat:	1082 Budapest, Futó utca 43-45. VI. em.
Place of incorporation:	Hungary
Date of incorporation:	13 November 2019
Company registration number:	01-09-350120
Duration of operation of the company:	Indefinite
Legal form:	Limited liability company
Legislation under which the company operates:	Hungarian
Registered capital:	HUF 5,000,000
The date of the deed of foundation:	04 November 2019
Main business activity:	6820 '08 Rentint and operating of own or leased real estate
Financial year:	Shall correspond to the calendar year
The place of publication of notices:	Company Gazette
Project:	Millenium Residence I. Phase: on Vaskapu Street 32-34 in the ninth



	district of Budapest. The building comprises 101 apartments. Status: have building permit, under preparation
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Name of the company:	<b>Millennium Residence Második Ütem CG23 Korlátolt Felelősségű Társaság</b>
Short name:	Millennium Residence Második Ütem CG23 Kft.
Registered seat:	1082 Budapest, Futó utca 43-45. VI. em.
Place of incorporation:	Hungary
Date of incorporation:	18 November 2019
Company registration number:	01-09-350122
Duration of operation of the company:	Indefinite
Legal form:	Limited liability company
Legislation under which the company operates:	Hungarian
Registered capital:	HUF 5,000,000
The date of the deed of foundation:	04 November 2019
Main business activity:	6820 '08 Rentint and operating of own or leased real estate
Financial year:	Shall correspond to the calendar year
The place of publication of notices:	Company Gazette
Project	Millenium Residence II. Phase: Located directly next to the first phase, on Vaskapu Street 47-49 in the ninth district of Budapest. The building comprises 225 apartments. Status: have building permit, under preparation

Name of the company:	<b>KERTÉSZ CG15 Korlátolt Felelősségű Társaság</b>
Short name:	KERTÉSZ CG15 Kft.
Registered seat:	1082 Budapest, Futó utca 43-45. VI. em.
Place of incorporation:	Hungary
Date of incorporation:	15 November 2019
Company registration number:	01-09-350118
Duration of operation of the company:	Indefinite
Legal form:	Limited liability company
Legislation under which the company operates:	Hungarian
Registered capital:	HUF 5,000,000
The date of the deed of foundation:	04 November 2019
Main business activity:	6820 '08 Rentint and operating of own or leased real estate

Financial year:	Shall correspond to the calendar year
The place of publication of notices	Company Gazette
Project:	Kertész 21 project: on Kertész Street in the seventh district of Budapest. The building comprises 120 apartments. Status: the project has approved building permit

Name of the company:	<b>FUTÓ CG21 Korlátolt Felelősségű Társaság</b>
Short name:	FUTÓ CG21 Kft.
Registered seat:	1082 Budapest, Futó utca 43-45. VI. em.
Place of incorporation:	Hungary
Date of incorporation:	13 November 2019
Company registration number:	01-09-350119
Duration of operation of the company:	Indefinite
Legal form:	Limited liability company
Legislation under which the company operates:	Hungarian
Registered capital:	HUF 5,000,000
The date of the deed of foundation:	04 November 2019
Main business activity:	6820 '08 Rentint and operating of own or leased real estate
Financial year:	Shall correspond to the calendar year
The Place of publication of notices	Company Gazette
Project	Futó project: on Futó Street in the eighth district of Budapest. The building comprises 100 apartments. Status: under development

## 1.2. Holding Companies:

Name of the company:	<b>Cordia Europe Holding Korlátolt Felelősségű Társaság</b>
Short name:	Cordia Europe Holding Kft.
Registered seat:	1082 Budapest, Futó utca 47-53. VII.
Place of incorporation:	Hungary
Date of incorporation:	24 April 2019
Company registration number:	01-09-340680
Duration of operation of the company:	Indefinite
Legal form:	Limited liability company
Legislation under which the company operates:	Hungarian
Registered capital:	HUF 287,100,000

The date of the deed of foundation:	05 April 2019
Main business activity:	6420 '08 Asset management (holding)
Financial year:	Shall correspond to the calendar year
The place of publication of notices:	Company Gazette

Name of the company:	<b>European Residential Investments Vagyonkezelő Korlátolt Felelősségű Társaság</b>
Short name:	European Residential Investments Kft.
Registered seat:	1082 Budapest, Futó utca 47-53. VII. em.
Place of incorporation:	Hungary
Date of incorporation:	10 March 2020
Company registration number:	01-09-355873
Duration of operation of the company:	Indefinite
Legal form:	Limited liability company
Legislation under which the company operates:	Hungarian
Registered capital:	EUR 100.000
The date of the deed of foundation:	05 March 2020
Main business activity:	6420 '08 Activities of holding companies
Financial year:	Shall correspond to the calendar year
The place of publication of notices:	Company Gazette

Name of the company:	<b>Cordia Land Investments Limited</b>
Registered seat:	Kyriakou Matsi, 16, Eagle House, 10th floor, Agioi Omologites, P.C. 1082, Nicosia, Cyprus
Place of incorporation:	Cyprus
Date of incorporation:	20 September 2007.
Company registration number:	HE-208506
Duration of operation of the company:	Indefinite
Legal form:	Limited liability company
Legislation under which the company operates:	Cyprus
Registered capital:	219.500 EUR
The date of the deed of foundation:	05. June 2019.
Main business activity:	holding

Financial year:	Shall correspond to the calendar year
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Name of the company:	<b>CEREMAN Vagyonkezelő Zártkörűen Működő Részvénytársaság</b>
Short name:	CEREMAN Zrt.
Registered seat:	1082 Budapest, Futó utca 47-53. VII.
Place of incorporation:	Hungary
Date of incorporation:	22 August 2016
Company registration number:	01-10-048941
Duration of operation of the company:	Indefinite
Legal form:	Private limited company
Legislation under which the company operates:	Hungarian
Registered capital:	HUF 20,000,000
The date of the deed of foundation:	15 August 2019
Main business activity:	6420 '08 Asset management (holding)
Financial year:	Shall correspond to the calendar year
The place of publication of notices:	Company Gazette

Name of the company:	<b>Cordia Romania Holding One Korlátolt Felelősségű Társaság</b>
Short name:	Cordia Romania Holding One Kft.
Registered seat:	1082 Budapest, Futó utca 47-53. VII.
Place of incorporation:	Hungary
Date of incorporation:	14 March 2018
Company registration number:	01-09-321735
Duration of operation of the company:	Indefinite
Legal form:	Limited liability company
Legislation under which the company operates:	Hungarian
Registered capital:	HUF 3,000,000
The date of the deed of foundation:	28 February 2018
Main business activity:	6420 '08 Asset management (holding)
Financial year:	Shall correspond to the calendar year
The place of publication of notices:	Company Gazette

Name of Sub-Fund (Luxembourg):	<b>Finext Funds Real Estate Opportunities One Sub-Fund</b>
Fund management:	Finext Befektetési Alapkezelő Zrt.

Type of Fund:	<ul style="list-style-type: none"> <li>privately placed</li> <li>alternative investment fund</li> </ul>
Role	<ul style="list-style-type: none"> <li>Co-investment platform with institutional investors being non-controlling investment unit holders</li> </ul>

Name of Sub-Fund (Luxembourg):	<b>Finext Funds Real Estate Opportunities Budapest Sub-Fund</b>
Fund management:	Finext Befektetési Alapkezelő Zrt.
Type of Fund:	<ul style="list-style-type: none"> <li>privately placed</li> <li>alternative investment fund</li> </ul>
Role	<ul style="list-style-type: none"> <li>Co-investment platform with institutional investors being non-controlling investment unit holders</li> </ul>

### 1.3. Service Companies:

Name of the company:	<b>Cordia Management Szolgáltató Korlátolt Felelősségű Társaság</b>
Short name:	Cordia Management Kft.
Registered seat:	1082 Budapest, Futó utca 47-53. VII.
Place of incorporation:	Hungary
Date of incorporation:	07 November 2016
Company registration number:	01-09-289024
Duration of operation of the company:	Indefinite
Legal form:	Limited liability company
Legislation under which the company operates:	Hungarian
Registered capital:	HUF 100,000,000
The date of the deed of foundation:	26 September 2016
Main business activity:	7022 '08 Business and other management consultancy activities
Financial year:	Shall correspond to the calendar year
The place of publication of notices:	Company Gazette

## 2. POLAND

### 2.1. Project Entities:

Name of the company:	<b>Supernova Spółka z ograniczoną odpowiedzialnością</b>
Short name:	„Sp. z o.o.”
Registered seat:	Warsaw

Place of incorporation:	Koszykowa 61B,00-667 Warsaw
Company registration number:	KRS 0000523927 REGON: 147376346, NIP: 5252593108
Duration of operation of the company:	Unlimited
Legal form:	Limited liability company
Legislation under which the company operates:	Polish
Registered capital:	PLN 5,000
The date of the deed of foundation:	27 August 2014
Main business activity:	41, 10, Z, Implementation of construction projects connected with building buildings
Financial year:	Shall correspond to the calendar year
The place of publication of notices:	MSiG - judicial and economic monitor
Project:	Cordia Supernowa / Lema: Located at ul. Stanisława Lema, Krakow, in the vicinity of Tauron Arena, Krakow. The building comprises 185 apartments. Status: completed.

Name of the company:	<b>Projekt Warszawa 5 Cordia Partner 2 Spółka z ograniczoną odpowiedzialnością Spółka komandytowa</b>
Short name:	Projekt Warszawa 5 Cordia Partner 2 Sp. z o.o. Sp.k.
Registered seat:	Koszykowa 61B,00-667 Warsaw
Place of incorporation:	Poland
Company registration number:	KRS: 747453 REGON: 381211084 NIP: 7010850459
Duration of operation of the company:	Unlimited
Legal form:	Limited partnership
Legislation under which the company operates:	Polish
Registered capital:	5,000 PLN
The date of the deed of foundation:	13 August 2018
Main business activity:	41, 10, Z, Implementation of construction projects connected with building buildings
Financial year:	Shall correspond to the calendar year
The place of publication of notices:	MSiG - judicial and economic monitor
Project:	Perun project: The building comprises 358 apartments. Status: under preparation, no land, only PPA agreement.

Name of the company:	<b>Projekt Warszawa 1 Cordia Poland GP one Spółka z ograniczoną odpowiedzialnością Spółka komandytowa</b>
Short name:	„Sp. z o.o. Sp. k”
Registered seat:	Koszykowa 61B,00-667 Warsaw
Place of incorporation:	Poland
Company registration number:	KRS 0000646536 REGON: 365841900, NIP: 5213755156
Duration of operation of the company:	Unlimited
Legal form:	Limited partnership
Legislation under which the company operates:	Polish
Registered capital:	PLN 29,699
The date of the deed of foundation:	09 November 2016
Main business activity:	41, 10, Z, Implementation of construction projects connected with building buildings
Financial year:	Shall correspond to the calendar year
The place of publication of notices:	MSiG - judicial and economic monitor
Project:	<ul style="list-style-type: none"> <li>• Zielone Bemowo 1 / Lazurowa: Located in Bemowo district. The building comprises 118 apartments. Status: completed.</li> <li>• Zielone Bemowo 2 / Lazurowa: Located in Bemowo district. The building comprises 200 apartments. Status: under construction.</li> </ul>

Name of the company:	<b>Projekt Kraków 4 Cordia Partner 2 Spółka z ograniczoną odpowiedzialnością Spółka komandytowa</b>
Short name:	„Sp. z o.o. Sp. k”
Registered seat:	Koszykowa 61B,00-667 Warsaw
Place of incorporation:	Poland
Company registration number:	KRS 0000646215 REGON: 365824735, NIP: 5213754903
Duration of operation of the company:	Unlimited
Legal form:	Limited partnership
Legislation under which the company operates:	Polish
Registered capital:	PLN 25,000
The date of the deed of foundation:	08 November 2016
Main business activity:	41, 10, Z, Implementation of construction projects connected with building buildings
Financial year:	Shall correspond to the calendar year
The place of publication of notices:	MSiG - judicial and economic monitor

Project:	Rogozińskiego 2: Located in Krakow, Poland. The building comprises 45 apartments. Status: under preparation.
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Name of the company:	<b>Projekt Kraków 2 Cordia Partner 2 Spółka z ograniczoną odpowiedzialnością Spółka komandytowa</b>
Short name:	„Sp. z o.o. Sp. k”
Registered seat:	Koszykowa 61B,00-667 Warsaw
Place of incorporation:	Poland
Company registration number:	KRS 0000745357 REGON: 381045332, NIP: 7010843287
Duration of operation of the company:	Unlimited
Legal form:	Limited partnership
Legislation under which the company operates:	Polish
Registered capital:	PLN 5,000
The date of the deed of foundation:	13 August 2018
Main business activity:	41, 10, Z, Implementation of construction projects connected with building buildings
Financial year:	Shall correspond to the calendar year
The place of publication of notices:	MSiG - judicial and economic monitor
Project:	Wielicka / Jerozolimska: Located in Krakow, Poland. The building comprises 163 apartments. Status: under preparation.

Name of the company:	<b>Projekt Warszawa 6 Cordia Partner 2 Spółka z ograniczoną odpowiedzialnością Spółka komandytowa</b>
Short name:	„Sp. z o.o. Sp. k”
Registered seat:	Koszykowa 61B,00-667 Warsaw
Place of incorporation:	Poland
Company registration number:	KRS 0000786427 REGON: 383367962, NIP: 7010925341
Duration of operation of the company:	Unlimited
Company registration number:	Limited partnership
Legal form:	Polish
Registered capital:	PLN 5,000
The date of the deed of foundation:	07 May 2019
Main business activity:	41, 10, Z, Implementation of construction projects connected with building buildings



Financial year:	Shall correspond to the calendar year
The place of publication of notices:	MSiG - judicial and economic monitor
Project:	23 Marca / Sopot: Located between 23 Marca Street and Sopot Forests in Sopot. The building comprises 112 apartments. Status: under preparation.

Name of the company:	<b>Projekt Warszawa 3 Spółka z ograniczoną odpowiedzialnością</b>
Short name:	„Sp. z o.o.”
Registered seat:	Koszykowa 61B,00-667 Warsaw
Place of incorporation:	Poland
Company registration number:	KRS 0000837615 REGON: 366483704, NIP: 5213766332
Duration of operation of the company:	Unlimited
Legal form:	Limited partnership
Legislation under which the company operates:	Polish
Registered capital:	PLN 25,000
The date of the deed of foundation:	27 March 2020
Main business activity:	41, 10, Z, Implementation of construction projects connected with building buildings
Financial year:	Shall correspond to the calendar year
The place of publication of notices:	MSiG - judicial and economic monitor
Project:	<ul style="list-style-type: none"> <li>Fantazja (Kopalniana) 1: Located in Warsaw's Bemowo district. The building comprises 147 apartments. Status: under preparation.</li> <li>Fantazja (Kopalniana) 2: Located in Warsaw's Bemowo district. The building comprises 35 apartments. Status: under preparation</li> </ul>

Name of the company:	<b>Projekt Gdańsk 1 Spółka z ograniczoną odpowiedzialnością</b>
Short name:	„Sp. z o.o.”
Registered seat:	Koszykowa 61B,00-667 Warsaw
Place of incorporation:	Poland
Date of incorporation:	
Company registration number:	KRS 0000838821 REGON: 366483673, NIP: 5213766326
Duration of operation of the company:	Unlimited
Legal form:	Limited partnership
Legislation under which the company operates:	Polish

Registered capital:	PLN 25,000
The date of the deed of foundation:	27 March 2020
Main business activity:	41, 10, Z, Implementation of construction projects connected with building buildings
Financial year:	Shall correspond to the calendar year
The place of publication of notices:	MSiG - judicial and economic monitor
Project:	<ul style="list-style-type: none"> <li>• Jaškowa Dolina 1: Located in Gdańsk, Poland. The building comprises 97 apartments. Status: under preparation</li> <li>• Jaškowa Dolina 2: Located in Gdańsk, Poland. The building comprises 118 apartments. Status: under preparation</li> </ul>

Name of the company:	<b>Cordia Żyrardów</b> <b>Spółka z ograniczoną odpowiedzialnością</b> <b>(company during transformation to Projekt Kraków 10 Cordia Partner 2 Spółka z ograniczoną odpowiedzialnością Spółka komandytowa, KRS 844214)</b>
Short name:	„Sp. z o.o.”
Registered seat:	Koszykowa 61B,00-667 Warsaw
Place of incorporation:	Poland
Company registration number:	KRS 0000564457 REGON: 361841464, NIP: 5252622169
Duration of operation of the company:	Unlimited
Legal form:	Limited liability company
Legislation under which the company operates:	Polish
Registered capital:	PLN 5,000
The date of the deed of foundation:	22 June 2015
Main business activity:	41, 10, Z, Implementation of construction projects connected with building buildings
Financial year:	Shall correspond to the calendar year
The place of publication of notices:	MSiG - judicial and economic monitor
Project:	Rogozińskiego 1: Located in Krakow, Poland. The building comprises 156 apartments. Status: under preparation.

Name of the company:	<b>Projekt Warszawa 2 Cordia Partner 3 Spółka z ograniczoną odpowiedzialnością Spółka komandytowa</b>
Short name:	„Sp. z o.o. Sp. k”
Registered seat:	Koszykowa 61B,00-667 Warsaw

Place of incorporation:	Poland
Company registration number:	KRS 0000646544 REGON: 365842727, NIP: 5213755162
Duration of operation of the company:	Unlimited
Legal form:	Limited partnership
Legislation under which the company operates:	Polish
Registered capital:	PLN 1,850,000
The date of the deed of foundation:	09 November 2016
Main business activity:	41, 10, Z, Implementation of construction projects connected with building buildings
Financial year:	Shall correspond to the calendar year
The place of publication of notices:	MSiG - judicial and economic monitor
Project:	Horyzont Praga: Located in Krakow, Poland. The building comprises 168 apartments. Status: under construction.

Name of the company:	<b>Projekt Kraków 1 Cordia Partner 3 Spółka z ograniczoną odpowiedzialnością Spółka komandytowa</b>
Short name:	„Sp. z o.o. Sp. k”
Registered seat:	Koszykowa 61B,00-667 Warsaw
Place of incorporation:	Poland
Company registration number:	KRS 0000646527 REGON: 365841076, NIP: 5213755133
Duration of operation of the company:	Unlimited
Legal form:	Limited partnership
Legislation under which the company operates:	Polish
Registered capital:	PLN 631,097
The date of the deed of foundation:	09 November 2016
Main business activity:	41, 10, Z, Implementation of construction projects connected with building buildings
Financial year:	Shall correspond to the calendar year
The place of publication of notices:	MSiG - judicial and economic monitor
Project:	Życzkowskiego / Lotniczkówka: Located in the northeastern part of Krakow with easy access to the city's primary thoroughways. The building comprises 70 apartments. Status: under construction.

Name of the company:	<b>Projekt Warszawa 7 Cordia Partner 2 Spółka z ograniczoną odpowiedzialnością Spółka komandytowa</b>
Short name:	„Sp. z o.o. Sp. k”
Registered seat:	Koszykowa 61B,00-667 Warsaw
Place of incorporation:	Poland
Company registration number:	KRS 0000789609 REGON: 383557533, NIP: 7010929333
Duration of operation of the company:	Unlimited
Legal form:	Limited partnership
Legislation under which the company operates:	Polish
Registered capital:	PLN 5000
The date of the deed of foundation:	27 May 2020
Main business activity:	41, 10, Z, Implementation of construction projects connected with building buildings
Financial year:	Shall correspond to the calendar year
The place of publication of notices:	MSiG - judicial and economic monitor
Project:	<ul style="list-style-type: none"> <li>Modena: Located in Poznań, Jeżyce The buildings comprises Modena 1 - 264, Modena 2 - 162, Modena 3- 209, Modena 4 - 175 apartments. Status: under preparation.</li> </ul>

Name of the company:	<b>Projekt Kraków 3 Cordia Partner 2 Spółka z ograniczoną odpowiedzialnością Spółka komandytowa</b>
Short name:	„Sp. z o.o. Sp. k”
Registered seat:	Koszykowa 61B,00-667 Warsaw
Place of incorporation:	Poland
Company registration number:	KRS 0000745670 REGON: 381067300, NIP: 7010844938
Duration of operation of the company:	Unlimited
Legal form:	Limited partnership
Legislation under which the company operates:	Polish
Registered capital:	PLN 5000
The date of the deed of foundation:	13 August 2018
Main business activity:	41, 10, Z, Implementation of construction projects connected with building buildings
Financial year:	Shall correspond to the calendar year
The place of publication of notices:	MSiG - judicial and economic monitor
Project:	<ul style="list-style-type: none"> <li>Boklerska: Located in Ursynów district. The</li> </ul>

	building comprises 248 apartments. Status: under preparation.
Name of the company:	<b>Projekt Kraków 5 Cordia Partner 2 Spółka z ograniczoną odpowiedzialnością Spółka komandytowa</b>
Short name:	„Sp. z o.o. Sp. k”
Registered seat:	Koszykowa 61B,00-667 Warsaw
Place of incorporation:	Poland
Company registration number:	KRS 0000745357 REGON: 381045332, NIP: 7010843287
Duration of operation of the company:	Unlimited
Legal form:	Limited partnership
Legislation under which the company operates:	Polish
Registered capital:	PLN 5000
The date of the deed of foundation:	13 August 2018
Main business activity:	41, 10, Z, Implementation of construction projects connected with building buildings
Financial year:	Shall correspond to the calendar year
The place of publication of notices:	MSiG - judicial and economic monitor
Project:	<ul style="list-style-type: none"> <li>Krokusowa: Located in Kraków, Krokusowa street, Podgórze district. The building comprises 101 apartments. Status: under preparation.</li> </ul>

## 2.2. Holding Companies:

Name of the company:	<b>POLNORD Spółka Akcyjna</b>
Short name:	“S.A.”
Registered seat:	Warsaw
Place of incorporation:	A.Branickiego 15, 02-972 Warsaw
Company registration number:	KRS:0000041271 REGON: 000742457, NIP: 5830006767
Duration of operation of the company:	Unlimited
Legal form:	Joint-stock company
Legislation under which the company operates:	Polish
Registered capital:	195,086,254
The date of the deed of foundation:	05 August 2001
Main business activity:	41, 10, Z, Implementation of construction

	projects connected with building buildings
Financial year:	Shall correspond to the calendar year
The place of publication of notices:	MSiG - judicial and economic monitor
Project	<a href="http://www.palnord.pl/en">www.palnord.pl/en</a>

Name of the company:	<b>CORDIA POLSKA</b> <b>Spółka z ograniczoną odpowiedzialnością</b>
Short name:	„Sp. z o.o.”
Registered seat:	Koszykowa 61B,00-667 Warsaw
Place of incorporation:	Poland
Company registration number:	KRS 0000565787 REGON: 361952614, NIP: 5252623134
Duration of operation of the company:	Unlimited
Legal form:	Limited liability company
Legislation under which the company operates:	Polish
Registered capital:	PLN 5,000
The date of the deed of foundation:	30 June 2015
Main business activity:	41, 10, Z, Implementation of construction projects connected with building buildings
Financial year:	Shall correspond to the calendar year
The place of publication of notices:	MSiG - judicial and economic monitor

### 2.3. Service Companies:

Name of the company:	<b>Cordia Management Poland</b> <b>Spółka z ograniczoną odpowiedzialnością</b>
Short name:	„Sp. z o.o.”
Registered seat:	Koszykowa 61B, 00-667 Warsaw
Place of incorporation:	Poland
Date of incorporation:	
Company registration number:	KRS 0000392081 REGON: 143334629, NIP: 5252510476
Duration of operation of the company:	Unlimited
Legal form:	Limited liability company
Legislation under which the company operates:	Polish
Registered capital:	PLN 5,000
The date of the deed of foundation:	03 June 2011
Main business activity:	41, 10, Z, Implementation of construction projects connected with building buildings
Financial year:	Shall correspond to the calendar year
The place of publication of notices:	MSiG - judicial and economic monitor

### 3. ROMANIA:

#### 3.1. Project Entities:

Name of the company:	<b>CORDIA PARCULUI RESIDENTIAL PROJECT S.R.L.</b>
Registered seat:	Bucharest, 1st District, 19-21 Primaverii Blvd., entrance B, 1st floor
Place of Incorporation:	Romania
Date of incorporation:	Resolution no. 69690/05.04.2016
Company registration number:	35914965
Duration of operation of the company:	Unlimited
Legal form:	Limited liability company
Legislation under which the company operates:	Romanian
Registered capital:	RON 3,000,000
The date of the deed of foundation:	26 September 2019
Main activity:	7022 - Business and other management consultancy activities
Financial year:	Shall correspond to the calendar year

The place of publication of notices:	Trade Registry/Official Gazette of Romania, Part IV
Project:	<p>Parcului 20 Residential Project Phase 1: located in Romania Bucharest. The building comprises 265 apartments. Status: under constructions.</p> <p>Parcului 20 Residential Project Phase 2: located in Romania Bucharest. The building comprises 220 apartments. Status: under preparation.</p>

Name of the company:	<b>CORDIA CORARILOR DEVELOPMENT S.R.L.</b>
Registered seat:	Bucharest, 1st District, 19-21 Primaverii Blvd., entrance B, 1st floor, office No. 6
Place of incorporation:	Romania
Date of incorporation:	Resolution no. 89979/13.07.2018
Company registration number:	39624255
Duration of operation of the company:	Unlimited
Legal form:	Limited liability company
Legislation under which the company operates:	Romanian
Registered capital:	RON 100,000
The date of the deed of foundation:	22 October 2019
Main activity:	4110 – Development of building projects
Financial year:	Shall correspond to the calendar year
The place of publication of notices:	Trade Registry/Official Gazette of Romania, Part IV
Project:	18 Coralilor Street project located at Bucharest in Romania. The project has four phases with altogether 758 units

Name of the company:	<b>CORDIA NAVIGATORILOR PROJECT S.R.L.</b>
Registered seat:	Bucharest, 1st District, 19-21 Primaverii Blvd., entrance B, 1st floor, office No. 7
Place of incorporation:	Romania
Date of incorporation:	Resolution no. 90188/13.07.2018
Company registration number:	39624263
Duration of operation of the company:	Unlimited
Legal form:	Limited liability company
Legislation under which the company operates:	Romanian
Registered capital:	RON 100,000
The date of the deed of foundation:	22 October 2019



Main activity:	4110 – Development of building projects
Financial year:	Shall correspond to the calendar year
The place of publication of notices:	Trade Registry/Official Gazette of Romania, Part IV
Project:	Navigatorilor Residential Project: located in Romania Bucharest. The building comprises 124 apartments. Status: under preparation.

Name of the company:	<b>CORDIA PROJECT DEVELOPMENT SPV2 S.R.L.</b>
Registered seat:	Bucharest, 1st District, 19-21 Primaverii Blvd., entrance B, 1st floor, office No. 4
Place of incorporation:	Romania
Date of incorporation:	Resolution no. 90193/13.07.2018
Company registration number:	39624212
Duration of operation of the company:	Unlimited
Legal form:	Limited liability company
Legislation under which the company operates:	Romanian
Registered capital:	RON 1,000,000
The date of the deed of foundation:	22 October 2019
Main activity:	4110 – Development of building projects
Financial year:	Shall correspond to the calendar year
The place of publication of notices:	Trade Registry/Official Gazette of Romania, Part IV
Project:	165 A and 165 Laminorului Street projects  Laminorului 1 Residential Project: located in Romania Bucharest, 165 A and 165 Laminorului Street. The building comprises 272 apartments. Status: under preparation.  Laminorului 2 Residential Project: located in Romania Bucharest, 165 A and 165 Laminorului Street. The building comprises 268 apartments. Status: under preparation.

### 3.2. Holding Companies:

There are no Holding Companies registered in Romania. Project Entities in Romania are owned by Holding Companies registered in Hungary.

### 3.3. Service Companies:

Name of the company:	<b>C.D.S. – Cordia Development Service SRL</b>
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Registered seat:	Bucharest, 1st District, 19-21 Primaverii Blvd., entrance B, 1st floor, office
Place of incorporation:	Romania
Date of incorporation:	Resolution no. 197024/28.12.2015
Company registration number:	35362631
Duration of operation of the company:	Unlimited
Legal form:	Limited liability company
Legislation under which the company operates:	Romanian
Registered capital:	RON 45,000
The date of the deed of foundation:	N/A
Main activity:	4110 - Development of building projects
Financial year:	Shall correspond to the calendar year
The place of publication of notices:	Trade Registry/Official Gazette of Romania, Part IV

#### 4. SPAIN

##### 4.1. Project Entities:

Name of the company:	<b>Cordia Marbella Project Company Sociedad Limitada</b> (formerly named Futureal Project Company, Sociedad Limitada)
Short name:	Cordia Marbella Project Company SL
Registered seat:	Calle Alcala, 209 - BJ C, Madrid, 28028, Madrid
Place of incorporation:	Spain
Date of incorporation:	24 December 2018
Company registration number:	B88274444
Duration of operation of the company:	Indefinite
Legal form:	Limited liability company
Legislation under which the company operates:	Spain
Registered capital:	EUR 3,000.00
The date of the deed of foundation:	24 December 2018
Main business activity:	Sale & purchase of real estate
Financial year:	Shall correspond to the calendar year
The place of publication of notices:	Individual and written communication addressed to the shareholder's domicile recorded in the shareholder registry book by any means of communication, ensuring its receipt
Project:	Marbella - La Montua: Located in the area called "Tenis de Marbella" just below "La montúa".. The building comprises 82 apartments. Status: under preparation

Name of the company:	<b>Cordia Fuengirola Development Company Sociedad Limitada</b>
Short name:	Cordia Fuengirola Development Company SL
Registered seat:	Calle Alcala, 209 - BJ C, Madrid, 28028, Madrid
Place of incorporation:	Spain
Date of incorporation:	29 November 2019
Company registration number:	B88538905
Duration of operation of the company:	Indefinite
Legal form:	Limited liability company
Legislation under which the company operates:	Spain
Registered capital:	EUR 50,000.00
The date of the deed of	29 November 2019

foundation:	
Main business activity:	Sale & purchase of real estate
Financial year:	Shall correspond to the calendar year
The place of publication of notices:	Individual and written communication addressed to the shareholder's domicile recorded in the shareholder registry book by any means of communication, ensuring its receipt
Project:	Fuengirola: Located in the area called "El Castillo" The building comprises 116 apartments. Status: under preparation

#### 4.2. Holding entity:

Name of the company:	<b>Cordia Development Services Company Sociedad Limitada</b> (formerly named Futureal Development Company, Sociedad Limitada)
Short name:	Cordia Development Services Company SL
Registered seat:	Calle Alcala, 209 - BJ C, Madrid, 28028, Madrid
Place of incorporation:	Spain
Date of incorporation:	24 December 2018
Company registration number:	B88274436
Duration of operation of the company:	Indefinite
Legal form:	Limited liability company
Legislation under which the company operates:	Spain
Registered capital:	EUR 337.500
The date of the deed of foundation:	24 December 2018
Main activity:	Sale & purchase of real estate
Financial year:	Shall correspond to the calendar year
The place of publication of notices:	Individual and written communication addressed to the shareholder's domicile recorded in the shareholder registry book by any means of communication, ensuring its receipt

Name of the company:	<b>Cordia Development Company Sociedad Limitada</b>
Short name:	Cordia Development Company SL
Registered seat:	Calle Alcala, 209 - BJ C, Madrid, 28028, Madrid
Place of incorporation:	Spain
Date of incorporation:	01 April 2019
Company registration number:	B88366836

Duration of operation of the company:	Indefinite
Legal form:	Limited liability company
Legislation under which the company operates:	Spain
Registered capital:	EUR 250.000
The date of the deed of foundation:	01 April 2019
Main activity:	Sale & purchase of real estate
Financial year:	Shall correspond to the calendar year
The place of publication of notices:	Individual and written communication addressed to the shareholder's domicile recorded in the shareholder registry book by any means of communication, ensuring its receipt

#### 4.3. Service Provider:

Name of the company:	<b>Cordia Iberia Holding Sociedad Limitada</b>
Short name:	Cordia Iberia Holding SL
Registered seat:	Calle Alcala, 209 - BJ C, Madrid, 28028, Madrid
Place of incorporation:	Spain
Date of incorporation:	22 October 2018
Company registration number:	B88225248
Duration of operation of the company:	Indefinite
Legal form:	Limited liability company
Legislation under which the company operates:	Spain
Registered capital:	EUR 337.500
The date of the deed of foundation:	22 October 2018
Main business activity:	Activities of holding companies
Financial year:	Shall correspond to the calendar year
The place of publication of notices:	Individual and written communication addressed to the shareholder's domicile recorded in the shareholder registry book by registered letter with acknowledgment of receipt

## 5. Germany/Netherlands

### Project Entities:

Name of the company:	<b>Argo Properties NV</b>
Short name:	ARGO N.V.
Registered seat:	1105 BM Amsterdam, Pietersbergweg 283, Building 'De Poort', the Netherlands
Place of incorporation:	Amsterdam, the Netherlands
Date of incorporation:	7 December, 2017
Company registration number:	70252750
Duration of operation of the company:	indefinite
Legal form:	N.V. ( <i>naamloze vennootschap</i> ) / public company
Legislation under which the company operates:	laws of Netherlands
Registered capital:	EURO 190,641.65
The date of the deed of foundation:	25 January, 2018
Main business activity:	sale and purchase of real estate assets
Financial year:	shall correspond to the calendar year
The place of publication of notices:	Dutch Chamber of Commerce

## ANNEX 5

### CONSOLIDATED FINANCIAL STATEMENTS 31 DECEMBER 2019

### SEPARATE FINANCIAL STATEMENTS 31 DECEMBER 2019

**ANNEX 6**  
**LIST OF TRADEMARKS**

The table below contains the list of trademarks of the Issuer as of 31 October 2019.

<b>TYPE</b>	<b>STATUS</b>	<b>NUMBER</b>	<b>OWNER</b>	<b>BRAND</b>	<b>CLASS</b>	<b>APPLICATION DATE</b>
<b>National</b>	Registered	M1800192	CORDIA International Zrt.	UniverCity by Cordia	N36; N37; N42	23.01.2018
<b>National</b>	Registered	M1800191	CORDIA International Zrt.	UniverCity	N36; N37; N42	23.01.2018
<b>National</b>	Registered	M1800113	CORDIA International Zrt.	Akadémia Garden by Cordia	N36; N37; N42	16.01.2018
<b>National</b>	Registered	M1800112	CORDIA International Zrt.	UniverCity	N36; N37; N42	16.01.2018
<b>National</b>	Registered	M1800111	CORDIA International Zrt.	UniverCity by Cordia	N36 ; N37 ; N42	16.01.2018
<b>National</b>	Registered	M1703765	CORDIA International Zrt.	Millenium negyed	N36; N37; N42	22.11.2017
<b>National</b>	Registered	M1703764	CORDIA International Zrt.	MILLENIUM	N36; N37	22.11.2017
<b>National</b>	Registered	M1703121	CORDIA International Zrt.	Marina Portside by Cordia	N36; N37; N42	05.10.2017
<b>National</b>	Registered	M1700678	CORDIA International Zrt.	HostMe	N36; N43	28.02.2017
<b>National</b>	Registered	M1700677	CORDIA International Zrt.	HostMe by Cordia	N36; N43	28.02.2017

<b>National</b>	Registered	M1700265	CORDIA International Zrt.	Centropolitan by Cordia	N36; N37; N42	27.01.2017
<b>National</b>	Registered	M1603714	CORDIA International Zrt.	GRAND'OR	N36; N37; N42	25.11.2016
<b>National</b>	Registered	M1603713	CORDIA International Zrt.	GRANDOR	N36; N37; N42	25.11.2016
<b>National</b>	Registered	M1603588	CORDIA International Zrt.	Soho by Cordia	N36; N37; N42	16.11.2016
<b>National</b>	Registered	M1603587	CORDIA International Zrt.	Origo by Cordia	N36; N37; N42	16.11.2016
<b>National</b>	Registered	M1603586	CORDIA International Zrt.	Metropolitan by Cordia	N36; N37; N42	16.11.2016
<b>National</b>	Registered	M1603532	CORDIA International Zrt.	Cordia. Végre otthon.	N36; N37; N42	10.11.2016
<b>National</b>	Registered	M1601150	CORDIA International Zrt.	Smarthomes	N36; N37; N42	05.04.2016
<b>National</b>	Registered	M1601132	CORDIA International Zrt.	Cordia Okos Otthonok	N36; N37; N42	05.04.2016
<b>National</b>	Registered	M1601131	CORDIA International Zrt.	Cordia Okos Otthon	N36; N37; N42	05.04.2016
<b>National</b>	Registered	M1601130	CORDIA International Zrt.	Cordia Okosotthon	N36; N37; N42	05.04.2016
<b>National</b>	Registered	M1601129	CORDIA International Zrt.	Cordia Okosotthonok	N36; N37; N42	05.04.2016



<b>National</b>	Registered	M1601128	CORDIA International Zrt.	Cordia Smarthomes	N36; N37; N42	05.04.2016
<b>National</b>	Registered	M1601127	CORDIA International Zrt.	Cordia Smarthome	N36; N37; N42	05.04.2016
<b>National</b>	Registered	M1601121	CORDIA International Zrt.	Marina City	N36; N37; N42	05.04.2016
<b>National</b>	Registered	M1600986	CORDIA International Zrt.	Marina Park	N36; N37; N42	23.03.2016
<b>National</b>	Registered	M1600985	CORDIA International Zrt.	Marina Garden	N36; N37; N42	23.03.2016
<b>National</b>	Registered	M1600756	CORDIA International Zrt.	Soho Central	N36; N37; N42	02.03.2016
<b>National</b>	Registered	M1600755	CORDIA International Zrt.	Soho Life	N36; N37; N42	02.03.2016
<b>National</b>	Registered	M1600754	CORDIA International Zrt.	Young City	N36; N37; N42	02.03.2016
<b>National</b>	Registered	M1600753	CORDIA International Zrt.	Corvin Atrium	N36; N37; N42	02.03.2016
<b>National</b>	Registered	M1600752	CORDIA International Zrt.	Rose Garden	N36; N37; N42	02.03.2016
<b>National</b>	Registered	M1600751	CORDIA International Zrt.	Andrássy Corner	N36; N37; N42	02.03.2016
<b>National</b>	Registered	M1600750	CORDIA International Zrt.	Smart City	N36; N37; N42	02.03.2016

<b>National</b>	Registered	M1600749	CORDIA International Zrt.	Cordia Homes	N36; N37; N42	02.03.2016
<b>National</b>	Registered	M1002335	CORDIA International Zrt.	cordia.hu OTTHONOK SZÍVVEL- LÉLEKKEL	27.5.1; 27.5.9; 27.5.10; N36; N37; N42	30.07.2010
<b>National</b>	Registered	M1002334	CORDIA International Zrt.	CORDIA - otthonok szívvel- lélekkal	N36; N37; N42	30.07.2010
<b>National</b>	Application in progress	M2001301	CORDIA International Zrt.	Stay Safe by CORDIA	29.1.8, 2.9.14  N16, N35, N36, N37	2020.05.14
<b>National</b>	Application in progress	M2001300	CORDIA International Zrt.	Stay Safe by CORDIA	25.1.10, 2.9.14, 29.1.1  N16, N35, N36, N37	2020.05.14
<b>International</b>	Registered	1356376	CORDIA International Zrt.	CORDIA	N36; N37; N42	28.02.2017
<b>EU</b>	Registered	016556219	CORDIA International Zrt.	HostMe by Cordia	N36; N43	02.08.2017
<b>EU</b>	Registered	016556227	CORDIA International Zrt.	HostMe	N36; N43	02.08.2017
<b>EU</b>	Registered	017879250	CORDIA International Zrt.	UniverCity by Cordia	N36; N37; N42	17.07.2018
<b>EU</b>	Registered	017879252	CORDIA International Zrt.	UniverCity	N36; N37; N42	17.07.2018

<b>EU</b>	Registered	005109822	CORDIA International Zrt.	CORDIA	N36; N37; N42	03.04.2007
<b>US</b>	Registered	79212680	CORDIA International Zrt.	CORDIA	N36; N37; N42	28.02.2017
<b>Worldwide</b>	Application published	018200868	CORDIA International Zrt.	We build. You create the story.	N36; N37; N42	20.03.2020

## ANNEX 7

### LIST OF INVITED INVESTORS

This Annex 7 contains qualified investors to whom this Information Memorandum has been disclosed and invitation for the auction has been made.

Any person represented by a below listed investment fund manager ("*befektetési alapkezelő*"), asset manager ("*vagyonkezelő*") or investment service provider pursuant to applicable law (including particularly but not limited to Act XVI of 2014 on Collective Investment Forms and Their Managers, and on the Amendment of Financial Regulations, Act CXXXVIII of 2007 on Investment Firms and Commodity Dealers, Act LXXXVIII of 2014 on the Business of Insurance, Act LXXXII of 1997 on Private Pensions and Private Pension Funds, Government Decree 282/2001 (XII.26.) on the Investment and Management of Private Pension Funds, Act XCVI of 1993 on Voluntary Mutual Insurance Funds, Government Decree No. 281/2001 (XII. 26.) on the Investment and Economic Rules of Voluntary Mutual Pension Funds) shall be deemed to be included herein as well by way of representation through such investment fund manager, asset manager or investment service provider (as applicable) and, consequently, shall be entitled to acquire Bonds subject to the terms and conditions of this Information Memorandum. Accordingly, upon receipt of this Information Memorandum by an investment fund manager, asset manager or investment service listed herein, this Information Memorandum shall be deemed to be delivered to any other person represented by such investment fund manager, asset manager or investment service.

The Issuer shall be entitled to reject any Buying Offer(s) submitted by a person not included - either directly or by way of representation as described above - in this Annex 7.

The Issuer, upon the settlement of the Bonds after the auction, will request the certification of ownership in respect of the issued Bonds, from KELER.

List of invited Investors are as follows:

- AEGON Magyarország Befektetési Alapkezelő Zártkörűen Működő Részvénytársaság (registered seat: 1091 Budapest, Üllői út 1., company registration number: 01-10-044261)
- Amundi Befektetési Alapkezelő Zártkörűen Működő Részvénytársaság (registered seat: 1011 Budapest, Fő utca 14. 3. em., company registration number: 01-10-044149)
- DIALÓG Befektetési Alapkezelő Zártkörűen Működő Részvénytársaság (registered seat: 1037 Budapest, Montevideo u. 3. B. ép., company registration number: 01-10-045744)
- EQUILOR Alapkezelő Zártkörűen Működő Részvénytársaság (registered seat: 1037 Budapest, Montevideo u 2. C. ép., company registration number: 01-10-047344)
- Erste Alapkezelő Zártkörűen Működő Részvénytársaság (registered seat: 1138 Budapest, Népfürdő u 24-26. 9. em., company registration number: 01-10-044157)
- GRÁNIT Bank Zártkörűen Működő Részvénytársaság (registered seat: 1095 Budapest, Lechner Ödön fasor 8., company registration number: 01-10-041028)
- Generali Alapkezelő Zártkörűen Működő Részvénytársaság (registered seat: 1066 Budapest, Teréz krt 42-44., company registration number: 01-10-044465)
- Magyar Nemzeti Bank (registered seat: 1054 Budapest, Szabadság tér 9.)
- Magyar Posta Biztosító Zártkörűen Működő Részvénytársaság (registered seat: 1022 Budapest, Bég utca 3-5. IV. em., company registration number: 01-10-044751)

- Magyar Posta Életbiztosító Zártkörűen Működő Részvénytársaság (registered seat: 1022 Budapest, Bég utca 3-5. IV. em., company registration number: 01-10-044750)
- MFB Invest Befektetési és Vagyonkezelő Zártkörűen Működő Részvénytársaság (registered seat: 1027 Budapest, Kapás utca 6-12., company registration number: 01-10-045174)
- MKB Bank Nyrt. (registered seat: 1056 Budapest, Váci u. 38., company registration number: 01-10-040952)
- MKB-Pannónia Alapkezelő Zártkörűen Működő Részvénytársaság (registered seat: 1056 Budapest, Váci utca 38., company registration number: 01-10-047118)
- MTB Magyar Takarékszövetkezeti Bank Zártkörűen Működő Részvénytársaság (registered seat: 1122 Budapest, Pethényi köz 10., company registration number: 01-10-041206)
- OTP Alapkezelő Zártkörűen Működő Részvénytársaság (registered seat: 1026 Budapest, Riadó utca 1-3., company registration number: 01-10-043959)
- OTP Bank Nyrt. (registered seat: 1051 Budapest, Nádor u.16., company registration number: 01-10-041585)
- Raiffeisen Bank Zártkörűen Működő Részvénytársaság (registered seat: 1133 Budapest Váci út 116-118., company registration number: 01-10-041042)
- Sberbank Magyarország Zártkörűen Működő Részvénytársaság (registered seat: 1088 Budapest, Rákóczi út 1-3., company registration number: 01-10-041720)
- Takarékbank Zártkörűen Működő Részvénytársaság (registered seat: 1124 Budapest, Németvölgyi út 97., company registration number: 01-10-140275)
- UNIQA Biztosító Zártkörűen Működő Részvénytársaság (registered seat: 1134 Budapest, Róbert Károly körút 70-74., company registration number: 01-10-041515)

## **ISSUER**

**CORDIA International Ingatlanfejlesztő Zártkörűen Működő Részvénytársaság**

Futó utca 47-53. VII. em.

1082 Budapest

Hungary

## **DEALER**

**Raiffeisen Bank Zártkörűen Működő Részvénytársaság**

Váci út 116-118.

1133 Budapest

Hungary

## **PAYING AGENT**

**Raiffeisen Bank Zártkörűen Működő Részvénytársaság**

Váci út 116-118.

1133 Budapest

Hungary

## **AUDITOR**

**PricewaterhouseCoopers Könyvvizsgáló Korlátolt Felelősségű Társaság**

Bajcsy-Zsilinszky út 78

1055 Budapest

Hungary