

E-NOTICE No. 26DR000012

pursuant to Section 1746(2) of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "CC")

Inviting party:

Aluprogres a.s., IN: 04086538, Strakonice, Písecká 1329, postcode 386 01
The company is registered in the Commercial Register maintained by the Regional Court in České Budějovice, file reference B 2337

insolvency proceedings conducted under Ref. No. KSCB 46 INS 22220/2024

(hereinafter referred to as the "Inviting Party")

Organiser:

PROKONZULTA, a.s., IN: 26307367, with their registered office at Brno, Křenová 299/26, postcode 602 00, mailbox: cwwn8ed
the company is registered in the Commercial Register maintained by the Regional Court in Brno, file reference B 7673

represented by: Ing. Jaroslav Hradil, Member of the Management Board

point of contact: Ing. Jaroslav Hradil, +420 777 817 853, hradil@prokonzulta.cz

Mgr. Klára Křížová, +420 608 718 040, krizova@prokonzulta.cz

(hereinafter referred to as the "Organiser" or "Broker")

Name of the e-bidding: **Aluprogres - acquisition of 100% participation and provision of a settlement loan**

Web link QR code:



E-bidding site:

<https://www.prokonzulta.cz/aukce/aluprogres-poskytnuti-vyporadacihou-veru-prodej-podniku-m26DR000012>

Start of the e-bidding:

17 April 2026 9:00

Estimated end of the e-bidding:

17 April 2026 10:00

Lowest bid: CZK 126,804,124
Minimum acceptable bid: CZK 500,000
Deposit: CZK 5,000,000

Conditions for participation in the e-bidding:

1. Register at www.prokonzulta.cz
2. Log in to the specific e-bidding and tick the box "I agree to the information provided in the affidavit".
3. Pay the bidding deposit to the organiser's account No. 131-1888460257/0100, with the variable code "birth number" for bidders who are individuals and "IN" for bidders who are legal entities. The account is maintained in CZK; in the event of a payment or release of the deposit in a foreign currency, any applicable fees and exchange rate differences shall be borne by the bidder.
4. Accept, i.e. sign, the Offer to conclude the Acquisition Agreements as stated on the organizer's website and deliver it to the organizer before the start of the e-auction.

I. Designation, specification and brief description of the subject of the e-bidding

The subject of the competitive bidding procedure is the acquisition of 100% of the investor's participation in the Principal, i.e. Aluprogres a.s., Company ID No. 04086538, having its registered office at Písecká 1329, Strakonice I, 386 01 Strakonice, registered in the Commercial Register administered by the Regional Court in České Budějovice, Section B, Entry 2337. This investor is to be the person who will provide the highest settlement loan to the Principal, which will be used to satisfy the restructured claims of the A1 creditor group (hereinafter referred to as the "**Settlement Loan**") according to the reorganisation plan dated 8 December 2026, which was approved by the resolution of the Regional Court in České Budějovice dated 13 February 2026, no. KSCB 46 INS 22220/2024-B-153.

Accordingly, this bidding is a competitive bidding procedure for the highest Settlement Loan under the Settlement Loan Provision Contract (hereinafter also referred to as the "**Settlement Loan Contract**") to satisfy the terms of the Reorganisation Plan, whereby the lender must, in addition to the provision of the Settlement Loan, simultaneously enter into and execute a contract to subscribe 100% of the newly issued shares of the Proponent after the effective date of the Reorganisation Plan (hereinafter referred to as the "**Subscription Contract**"), assume a guarantee for the restructured interest of the A1 group creditor and pay to the Proponent the issue price of such shares at an amount equal to CZK 2,000,000. (both of the aforementioned Contracts are hereinafter also referred to as the "Acquisition Contracts"). If the amount of the Settlement Loan is below the minimum submission level, the Settlement Loan amount will require the approval by the A1 group secured creditor pursuant to the Reorganisation Plan.

(hereinafter referred to as the "subject of the e-bidding")

II. Liens, easements and other obligations encumbering the subject of the e-bidding

There will be no liens, encumbrances or liabilities on the subject of the e-bidding. The Acquisition Contracts are linked to the obligation to fulfil the liabilities set out therein, i.e. to provide the Principal with the Settlement Loan offered under the bidding procedure and to repay the issue price for the shares issued by the Principal (100% participation in the Principal). The Principal refers to the Reorganisation Plan for details..

III. Inspection dates for the subject of the bidding

The inspection of the subject of the bidding shall take place exclusively on the day specified, subject to prior confirmation by the interested party no later than 24 hours before the inspection. The meeting point for inspection participants is at Písecká 1329, Strakonice. The inspection will be managed, and specific on-site information provided, by a person authorised by the Organiser. Upon request by the person conducting the inspection, the inspection participants are required to present a valid proof of ID, based on which they will be entered into the attendance list. Due to the nature of the property, participants may only move in a group accompanied by an authorised person; likewise, suitable clothing and footwear must be worn for the inspection.

Interested parties may register for the inspection using the "Participate in an Inspection" form available on the organiser's website www.prokonzulta.cz under the individual realisation listings, or they may notify the organiser of their interest via the following contacts: hradil@prokonzulta.cz, krizova@prokonzulta.cz. The organiser notes that the inspection will be conducted subject to practical limitations.

Failure to attend the inspection of the subject of the bidding does not constitute a reason for non-payment of the price achieved in the bidding, or for a reduction of said price. By participating in the bidding, the participant confirms that they have had the opportunity to independently assess the factual and technical condition of the subject of the bidding and that they accept it in its current state.

Individual inspections may also be arranged by prior appointment. Any such individual appointment must be agreed at least one week in advance.

Economic and other documents related to the Principal and the subject of e-bidding, or the Principal's company, can be consulted in electronic form. The documentation shall be provided by the Principal upon request, subject to the execution of a Non-Disclosure Agreement, the template of which is available on the organiser's website www.prokonzulta.cz. Samples of the Acquisition Documentation will be provided by March 13, 2026.

IV. Payment of the Bidding Deposit

The bidder is required to pay a bidding deposit of CZK 5,000,000, namely:

1. by bank transfer to the organiser's account No. 131-1888460257/0100, with the "birth number" as the variable code for a participant who is an individual, or "ID number" as the variable code for a participant who is a legal entity or an entrepreneurial individual.

The deadline for payment of the bidding deposit expires at 4 p.m. on the day preceding the e-bidding. By that time at the latest, the said bidding deposit must be credited to the organiser's account, and the participant must be duly registered for the e-bidding. It is prohibited to pay the bidding deposit by credit/debit card or cheque.

V. Release of the bidding deposit

The paid bidding deposit shall be credited towards the final price achieved in the e-bidding for the winner; for other unsuccessful participants, the bidding deposit shall be released in full after the conclusion of the e-bidding by bank transfer to the account from which it was sent. The release of the bidding deposit shall be processed without undue delay, no later than 7 calendar days after the e-bidding has taken place. In the event of payment in a currency other than the account currency (CZK), as specified above, any potential fees and exchange rate differences shall be borne by the participant.

VI. E-bidding participant

Parties Interested in taking part in the e-bidding must satisfy the conditions set out in Section II of the "General Terms and Conditions for the Use of the www.prokonzulta.cz Portal and Participation in Electronic Bidding" (hereinafter referred to as the "General Terms and Conditions" or "GTC").

By participating in the e-bidding, the participant confirms that they have carefully reviewed the text of this E-Notice, as well as the full text of the GTC (available at www.prokonzulta.cz), which form part of the Declaration of a Party Interested in Participation in an Electronic Auction, Bidding and Other Forms of Monetisation, and agrees to the conditions specified therein. The winner of the e-bidding understands and acknowledges that upon approval of the winning amount of the Settlement Loan by the Principal, the winner and the Principal shall enter into the Acquisition Contracts for the subject of the e-bidding.

The e-bidding participant shall sign the Acquisition Contracts as a precondition of their participation in the e-bidding.

VII. Pre-emption rights

There are no pre-emption rights to the subject of the e-bidding.

VIII. Bidding process and selection of the most suitable tender, evaluation criteria

The evaluation criterion for the most suitable bid is the highest amount of the Settlement Loan offered. The Settlement Loan Contract and the Subscription Contract shall be concluded with the winning participant.

The initial amount of the Settlement Loan is set at CZK **126,804,124**. However, if no offer for the Settlement Loan in this amount is made by the bidders 15 minutes before the end of the bidding, this amount shall be reduced in successive steps. Once the Settlement Loan amount has been reduced, it may be increased again by the bidders in the bidding until the initial Settlement Loan amount is reached. Any further bids by a bidder above this amount shall be irrelevant.

It is permissible for multiple bidders to offer the amount of the Settlement Loan of CZK 126,804,124; in such a case, the winner shall be determined by the Proponent within five working days of the end of the bidding.

Should the offered Settlement Loan amount fall below CZK 126,804,124, the Settlement Loan Contract and the Subscription Contract shall only be concluded with the winning bidder following the approval of their Settlement Loan offer by the Group A1 creditor under the Reorganisation Plan. The Settlement Loan shall be provided by the winning lender within the time limits specified in the Settlement Loan Contract.

The Inviting Party reserves the right not to conclude the Purchase Contract with the bidder or bidders who submitted the highest bid. In such a case, the organiser is required, upon the instruction of the Inviting Party, to refund the e-bidding winner everything they have paid into the organiser's account in connection with the e-bidding without undue delay. The Inviting Party is entitled to withdraw from the e-bidding at any time. In such a case, the organiser is required to notify all bidders of the withdrawal and proceed in the manner specified for the release of the bidding deposit and the paid price or any portion thereof achieved in the e-bidding.

IX. Notification of the result of the e-bidding

The winning bidder shall be notified by the organiser via email (to the address provided during registration) as to whether the Inviting Party accepts their bid, within 3 working days of the organiser receiving the written statement of the Inviting Party regarding the outcome of the e-bidding round.

The notification will include the signed Acquisition Documentation on behalf of the Principal and the consent of the A1 group creditor, if required under these terms.

X. Term and Method of Providing the Settlement Loan Achieved in the E-Bidding by the Winner

The bid deposit will be used to draw down the Settlement Loan achieved in the e-bidding. The winner is obliged to provide the remaining part of the Settlement Loan up to the amount of the winning bid in the e-bidding within a period of no later than 5 business days from the notification pursuant to Article IX. The remaining part of the

Settlement Loan up to the amount of the winning bid in the e-bidding will be paid by the winner by bank transfer to the organiser's bank account No. **131-1888460257/0100**. When making the payment, the winner shall use their "birth ID number" for natural persons or the company ID number for legal entities as the variable code.

If the winner does not pay the remaining part of the Settlement Loan achieved in the e-bidding within the set deadline, they shall be obliged to pay a contractual penalty to the e-bidding organiser in the amount of the bid deposit. The contractual penalty shall be payable on the day following the day on which the deadline for payment of the remaining part of the Settlement Loan up to the amount of the winning bid in the e-bidding has expired. The e-bidding organiser is entitled to unilaterally set off the winner's claim for repayment of the bid deposit from the e-bidding organiser against the e-bidding organiser's claim from the winner for the payment of the contractual penalty for non-payment of that remaining part of the Settlement Loan by the set deadline. Non-payment of a part of the Settlement Loan up to the amount of the winning bid in the e-bidding shall be considered gross violation of the Acquisition Documentation and allows the Principal to withdraw from it.

If the bidding is thwarted, i.e. if the winner of the bidding fails to pay the remaining part of the Settlement Loan up to the amount of the winning bid in the e-bidding, the bidder who placed second may be informed of the e-bidding result. If that is the case, Articles IX and X shall apply mutatis mutandis.

AML-related obligations

The organiser and the bidders are required to fulfil all their potential obligations under Act No. 253/2008 Coll., on certain measures against the legalisation of proceeds from crime and the financing of terrorism, as amended (hereinafter referred to as the "**AML Act**"). The bidders acknowledge that, in relation to the bidding, the organiser is regarded as an "obliged body" within the meaning of the AML Act and, as such, is required to implement appropriate measures and actions under the AML Act and other laws, including the identification and screening of the bidder.

The bidders acknowledge that the organiser, for the purpose of fulfilling the obligations under the preceding paragraph, is entitled to perform their simplified identification and screening pursuant to Section 13(2)(c) of the AML Act. In the event that the highest bid exceeds the legal threshold set by the AML Act (currently at EUR 15,000), the organiser is entitled and obliged to conduct full due diligence on the winning bidder in accordance with Sections 8 to 12 of the AML Act. In such a case, the winning bidder is obliged to provide the organiser with all necessary cooperation immediately upon receipt of the request; in particular, they are required to provide the organiser with information regarding the source of funds used to pay the highest bid, including the submission of documents proving such origin. Furthermore, the winner is required to provide the organiser with documents proving the ultimate beneficial owner for a legal entity, or a national ID card or other proof of ID for an individual or a person acting on behalf of a legal entity. Alternatively, the winning bidder is required to appear at a location designated by the organiser for the purpose of conducting due diligence and completing an AML questionnaire, or to provide a certificate of mediated identification from a Czech POINT office.

The bidders acknowledge that failure to provide cooperation as specified in the preceding paragraph shall be considered a material breach of their obligations and may be deemed a suspicious transaction within the meaning of the AML Act, with all subsequent consequences (specifically the reporting of a suspicious transaction to the Financial Analytical Office).

XI. E-bidding fee

The organiser's remuneration shall be paid by the Inviting Party out of the Settlement Loan.

XII: Handover and Takeover of the Principal

The Principal shall be taken over by the winner of the e-bidding under the terms specified in the Reorganisation Plan.

XIII. Final provisions

All rights and obligations of the organiser, the bidders, and the Inviting Party shall be governed by the General Terms and Conditions for the Use of the www.prokonzulta.cz Portal and Participation in Electronic Bidding, published on the organiser's website, unless this E-Notice or other contractual arrangements between the parties provide otherwise.

The Inviting Party reserves the right to cancel the e-bidding at any time without stating a reason.

Bidders are not entitled to reimbursement of costs associated with their participation in the e-bidding.

Brno, 03 March 2026

PROKONZULTA, a.s.
Acting through: Ing. Jaroslav Hradil
Member of the Management Board

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Aluprogres a.s.
Inviting Party