



THE WALBRZYCH SPECIAL ECONOMIC ZONE  
"INVEST-PARK" Ltd with its seat in Wałbrzych,  
58 - 306 Wałbrzych, Uczniowska 16 Street,  
Phone: (+48 74) 664-91-64; e-mail: invest@invest-park.com.pl

**as Manager of the Wałbrzych Special Economic Zone "INVEST-PARK"  
announces an invitation to a limited written tender**

aimed at selecting an entrepreneur who will acquire a real property, defined in point 2 below (in a framework of sale agreement).

1. The tender is limited only to entrepreneurs intending to conduct on the real property production activities, allowed by provisions of local spatial development plan mentioned in point 6 below, and in accordance with the Investment Development Plan for the area managed by the Wałbrzych Special Economic Zone "INVEST-PARK" (PRI).
2. The real property covered by the tender includes an undeveloped property with a total area of **19.5048 ha**, located in the Dolnośląskie Voivodeship, Jawor County, Jawor Commune, registration unit 020501\_1 Jawor, precinct 1, Gospodarstwo, in Jawor Subzone of the Wałbrzych Special Economic Zone "INVEST-PARK", owned by the WSEZ "INVEST-PARK" Ltd, consisting of plots of land:
  - **No. 99/45** with an area of 7.6650 ha (arable lands: RII, RIIIa, RIVa),
  - **No. 99/47** with an area of 11.8398 ha (Lz- wooded and shrubby grounds; arable lands: RII, RIIIa, RIIIb, RIVa),for which the District Court in Jawor 4th Land Registry Department, keeps a land and mortgage register No. **LE1J/00031668/0**, hereinafter referred to as the "**Real Property**".
3. The opening bid price for Real Property has been specified in the amount of **PLN 20.253.785,00** (say: twenty million two hundred fifty three thousand and seven hundred eighty five zlotys and 00/100). The price is a net price. VAT will be added to the price at rate applicable on date of payment of the price.
4. The condition to participate in the tender is a purchase from WSEZ "INVEST-PARK" Ltd **Specification of the Essential Terms of the Tender No. 566** and payment of tender deposit.
5. The tender deposit amounts to 10% of opening bid price of Real Property, i.e. **PLN 2.025.378,00** (say: two million twenty-five thousand and three hundred seventy-eight zlotys and 00/100) must be paid by **November 10<sup>th</sup>, 2022** to the bank account of WSEZ "INVEST-PARK" Ltd **PKO BP S.A. O/Wałbrzych no. 23 1020 5095 0000 5202 0007 4138 – title of the payment: "Wadium SIWP 566"**. The day of payment of the tender deposit shall be day on which tender deposit is accounted against bank account of WSEZ "INVEST-PARK" Ltd. The copy of the proof of payment of the tender deposit must be attached to the offer.
6. In accordance with local spatial development plan approved by the Resolution of the City Council in Jawor No. XXI/125/2016 of February 3<sup>th</sup>, 2016 on the establishment of the local spatial development plan for the City of Jawor within: Cukrownicza Street, Stary Jawor and Osiedle Słowiańskie, amended by the Resolution No. XXII/134/2016 of February 24<sup>th</sup>, 2016 (Official Journal of the Lower Silesia Province of March 2<sup>nd</sup>, 2016, items 1076 and 1077), Real Property is located in urban units:
  - plot No. 99/47: **AG.2** - areas of economic activity, **KDZ.7** - areas of collective public roads, **KDS.1** - areas of public expressways,
  - plot No. 99/45: **AG.2** - areas of economic activity.
7. The Real Property is currently not encumbered with a lease agreement.
8. The property has agricultural nature. The implementation of the investment on Real Property will be related, pursuant to the Act of February 3<sup>rd</sup>, 1995 on the protection of agricultural and forest land (Journal of Laws of 2021, item 1326, as amended), with the procedure of excluding land from agricultural production before obtaining a building permit and paying the related fee.
9. There are areas on the Property marked in the land register as Lz - wooded and bushy land. The company will act pursuant to Art. 83 sec. 1 point 1 of the Act of 16 April 2004 on nature protection to the Mayor of Jawor with an application for a decision on the permission to remove trees or shrubs and will perform the necessary works to remove the trees before transferring the ownership of the property.
10. In accordance with the Division decision of September 15<sup>th</sup>, 2022 (letter no.: GN.6831.13.2022) issued by the Mayor of Jawor, approving the division of real estate located in Jawor, Precinct No. 1 Gospodarstwo:

- plot No. 99/13 for plots No. 99/47 and No. 99/48,
- plot No. 99/17 on plots No. 99/45 and No. 99/46,

the division requires establishing, for the separated plots No. 99/45, 99/46 and No. 99/45, Precinct No. 1 Gospodarstwo, upon their disposal, appropriate road easement on plots No. 99/47 and No. 99/48 Precinct no. 1 Gospodarstwo, providing access to a public road district, i.e. plot No. 3/2 Precinct no. 1 Gospodarstwo through the plot No. 99/14 Precinct no. 1 Gospodarstwo.

Direct access of the newly separated plots to the municipal public road will be possible thanks to the exits agreed by the Decision of the Mayor of the City of Jawor No. GK.7230.111.1.2022 of September 1<sup>st</sup>, 2022 on the location of two exits from the municipal public road at Daimler Street (plot No. 3/2 Precinct no. 1 Gospodarstwo) through plot No. 99/14 Precinct no. 1 Gospodarstwo (plot owned by the General Directorate for National Roads and Motorways) on plots No. 99/13 and 99/17 Precinct no. 1 Gospodarstwo in the City Jawor.

In accordance with the above condition contained in the division decision, the Bidder selected by tender will establish in the contract with the Company transferring ownership (in the conditional agreement he will undertake to establish it) for the benefit of each owner of the plot of land number 99/46 and 99/48 covered by the land and mortgage register KW No. LE1J / 00031668/0 an appropriate, indefinite, free of charge road easement, consisting in the right to pass and drive through the plot of land number 99/47 in order to reach and reach the public road, i.e. plot no. 3/2, precinct no. 1 - Gospodarstwo using agreed exits.

11. By the decision of the Mayor of Jawor of September 1, 2022 (letter no. GK.7230.111.1.2022), two exits has been agreed from the commune road at G. Daimler Street (plot no. 3/2 Precinct no. 1 Gospodarstwo) by plot no. 99/14 Precinct no. 1 Gospodarstwo (plot owned by GDDKiA) on plots no. 99/45 and no. 99/47 Precinct no. 1 Gospodarstwo as a result of the division of plots no. 99/13 and no. 99/17 Precinct no. 1 Gospodarstwo. According to the opinion of the General Directorate for National Roads and Motorways (GDDKiA), the Wrocław branch, to the application for a permit to locate two exits from the commune road at G. Daimler Street (plot No. 3/2 Precinct No. 1 Gospodarstwo) on the plot No. 99/13 Precinct No. 1 Gospodarstwo, plot No. 99/14 Precinct No. 1 Gospodarstwo is covered by a guarantee for road engineering structures valid until July 31<sup>st</sup>, 2029, in connection with the implementation of the investment task of constructing S-3 Legnica (A4) - Lubawka expressway. Due to the above, a rainwater drainage conduit located on plot No. 99/14, Precinct No. 1 Gospodarstwo, requires:

- securing by laying a protective pipe 0.5 m beyond the outer contour of the planned exits to plot No. 99/47 (resulting from the division of plot No. 99/13) Precinct No. 1 Gospodarstwo,
- arrangements with GDDKiA for the location of the protective pipe on plot No. 99/14 Precinct No. 1 Gospodarstwo,
- the commencement of works requires the maintenance of the terms of the guarantees granted by the Contractor, as regards interference with the existing infrastructure of S3 expressway, which is within the guarantee period.

After the municipal road administrator issues the decision on the location of the planned exits, it is necessary to apply to GDDKiA for the issuance of the right to dispose of real estate No. 99/14 Precinct No. 1 Gospodarstwo. The investor commencing the construction of the congresses should notify GDDKiA Rejon w Legnicy, Prusa Street 11, 59-220 Legnica, phone No: 76 852 28 88.

12. In connection with the following arrangements, the Tenderer who wins the tender will be obliged by assignment upon the conclusion of the contract for the transfer of ownership to take over the rights and obligations resulting from the following contracts that the Company took over when purchasing the property:

- **on June 3, 2016, the Agricultural Property Agency (currently the National Agricultural Support Center)** concluded an agreement with the Jawor Commune, under which, among others, on plots no. 4/21, 4/25 and 99/13, construction works will be carried out on the basis of the prepared documentation for the modernization of wastewater management in the Jawor agglomeration as part of the investment task entitled: "Development of documentation for the modernization of water and wastewater management in the Jawor agglomeration" implemented under the action "1.1 Water and wastewater management of the Operational Program Infrastructure and Environment 2007-2013"; as part of the above-mentioned tasks it is intended to implement:

a) inter alia, on plot no. 4/25: two sanitary sewage pipelines with a diameter of Ø500 mm made of PE and a water pipeline with a diameter of Ø225 mm made of PE;

b) inter alia, on the plot No. 99/13: water supply network;

as part of the above-mentioned of the contract, the Agricultural Property Agency (currently National Agricultural Support Center) has agreed to allow the owner of the equipment to enter the property for the performance of works and construction works necessary for the implementation of the above-mentioned investment; in addition, the Agricultural Property Agency (currently National Agricultural Support Center) undertook, upon completion of construction works, to establish, at the request of the owner of the equipment, in the form of a notarial deed, for an indefinite period, free transmission easement for the benefit of the Jawor Commune, consisting in encumbering the property with the right of foundation and not endangered in any way operation of the devices and the right of 24/7 free access of the owner of the devices and persons acting on his behalf, including access with any equipment to these devices, to the extent necessary to perform operational activities, maintenance, repairs, modernization, reconstruction, reconstruction, assembly, demolition and removal of failures and undertaking to refrain from placing plantings and structures permanently preventing access

and endangering the functioning of other devices; The buyer is obliged to assume the rights and obligations resulting from the above-mentioned contracts, in the form of an assignment agreement, and in particular is obliged to make the real estate available and establish the above-described easement;

- **on December 17, 2015, the Agricultural Property Agency** (currently National Agricultural Support Center) concluded an agreement with a company under the name TAURON Dystrybucja Spółka Akcyjna with its registered office in Krakow, allowing for construction works to be carried out on the plot No. 99/13 related to the reconstruction of the SN L-247 overhead network on the section from GPZ Jawor to R-247-30 Kościelec with branches; as part of the task, it is planned to replace the existing poles and cables with new ones of the AFL type (alternatively PAS), disassembly of the existing poles and cables and construction of poles and cables of the AFL type (alternatively PAS) along a new route; under the above-mentioned of the contract after completion of construction, at the request of the company under the name TAURON Dystrybucja spółka akcyjna with its registered office in Krakow the Agricultural Property Agency (currently National Agricultural Support Center) undertook to establish in the form of a notarial deed for an indefinite period of payable transmission easement for the benefit of the company under the name TAURON Dystrybucja spółka akcyjna based in Krakow - the owner of electrical power infrastructure equipment, consisting in charging the property with the right to foundation and safe operation of the equipment and the right of 24/7 free access of the owner of the equipment and persons acting on its behalf, including access to these devices with any equipment, to the extent necessary to perform activities exploitation, maintenance, renovation, modernization, reconstruction, reconstruction, assembly, demolition and removal of failures, and a commitment to refrain from placing plantings and structures permanently preventing access and threatening the functioning at electrical power equipment; The buyer is obliged to assume the rights and obligations resulting from the above-mentioned agreement, in the form of an assignment agreement, and in particular is obliged to make the real estate available and establish the above-described easement.

- **on 14 May 2009, the Agricultural Property Agency** (currently National Agricultural Support Center) concluded an agreement with a company under the name of EnergiaPro Spółka Akcyjna, Branch in Legnica, authorizing the construction on plot No. 99/8 (which was divided into plots No. 99/13 and 99/14) MV cable line for powering the PTK "CENTERTEL" mobile telephone mast; under the above-mentioned After the completion of the contract, the Agricultural Property Agency (currently National Agricultural Support Center) undertook to establish a transmission easement in the form of a notarial deed for the benefit of the company under the name EnergiaPro Spółka Akcyjna, Branch in Legnica - the owner of electrical power infrastructure equipment, the scope of which and the resulting rights are described in were included in the contract in question (performance of the necessary works related to the construction, as well as reconstruction, operation, maintenance, repairs and modernization of the cable line); The buyer is obliged to assume the rights and obligations resulting from the above-mentioned agreement, in the form of an assignment agreement, and in particular is obliged to make the real estate available and establish the above-described easement.

13. The real estate is not covered by the Local Revitalization Program for the City of Jawor 2016-2023, developed on the basis of the Guidelines of the Ministry of Development. Therefore, the Jawor Commune does not designate Special Regeneration Zones, referred to in Art. 8 and art. 25 of the Act of October 9<sup>th</sup>, 2015 on revitalization (consolidated text, Journal of Laws of 2021, item 485). In this case, the pre-emption right for the Jawor Commune under the Revitalization Act does not apply, even if the Property was included in the Program).
14. The property is not covered by a simplified forest management plan or forest inventory conducted by the local authority, in accordance with Art. 19 paragraph 3 of the Act of September 28<sup>th</sup>, 1991 on forests (consolidated text, Journal of Laws of 2022, item 672, as amended).
15. According to PGW Polish Waters register the Real Property is not covered with inland stagnant and inland flowing waters according to the Water Law Act of July 20<sup>th</sup>, 2017 (consolidating text, Journal of Laws of 2021 item 2233, as amended).
16. The specification, which contains detailed conditions of the tender, can be obtained every day - except Saturdays, Sundays and holidays - between 8<sup>00</sup>-15<sup>00</sup> at the seat of WSEZ "INVEST-PARK" Ltd (58-306 Wałbrzych, 16 Uczniowska Street), after payment of **PLN 12,300.00** (in words: twelve thousand three hundred zlotys and 00/100), gross (VAT included) – to the bank account of WSEZ "INVEST-PARK" Ltd **PKO BP S.A. O/Wałbrzych no. 23 1020 5095 0000 5202 0007 4138 – title of the payment: "SIWP 566"**. No additional tender conditions are anticipated, except for those described in this invitation and in the Specification.
17. Written offers should be submitted in closed envelopes at the seat of WSEZ "INVEST-PARK" Ltd (58-306 Wałbrzych, Uczniowska Street 16 by **November 14<sup>th</sup>, 2022** until **9<sup>00</sup> a.m.** the manner of preparing offers is defined in Specification No. 566.
18. Offers will be opened at seat of WSEZ "INVEST-PARK" Ltd on **November 14<sup>th</sup>, 2022** at **10<sup>00</sup> a.m.**
19. WSEZ "INVEST-PARK" Manager may cancel tender, complete tender with negative result, close tender without selecting of offer or invalidate tender. WSEZ "INVEST-PARK" Manger will inform all offerors at same time, in writing, about invalidation of procedure, giving factual and legal reasons therefore.

- 20.** Regarding Real Property pre-emption right is entitled to the Commune of Jawor, in accordance with Art. 109 paragraph. 1 point 1 of the Real Estate Management Act of August 21, 1997 (consolidated text, Journal of Laws of 2021, item 1899, as amended), and the National Center for Agricultural Support, pursuant to Art. 29 of the Act of 19 October 1991 on the management of agricultural property of the State Treasury (consolidated text, Journal of Laws of 2022, item 514, as amended). The pre-emption right may be exercised within one month from the date of notification of the conclusion of the conditional real estate sale agreement.
- 21.** Following may not participate in tender as:
- a) members of management board of WSEZ "INVEST-PARK" Ltd and its supervisory board,
  - b) employees of the WSSE "INVEST-PARK" sp. z o. o. and other persons entrusted with the performance of related activities with the tender,
  - c) the spouse, ascendants, descendants and siblings of persons, referred to in items a and b,
  - d) persons who remain with person referred to in items a and b in such a legal or actual relationship that they can this raises reasonable doubts as to impartiality, objectivity and fairness of the tender.
- 22.** Content of following invitation in Polish and English version is published on website of WSEZ "INVEST-PARK" Ltd: [www.invest-park.com.pl](http://www.invest-park.com.pl) in section Announcements - Tenders / Orders.