

## Bond prospectus of Bond UBG, a.s. I

1.	Name and residence of emitent	<b>United BG, a. s.</b> Bieloruská 33, 821 06 Bratislava Registered in the Companies Register, District Court Bratislava 1, Section Sa, File No.: 2368/B
2.	Company number	35 781 785
3.	Bond Name	Bond UBG, a. s. I
4.	ISIN code	XXXXXXXXXXXX
5.	Type, form and security	book-entry bond
6.	The maximum aggregate principal amount	<b>100.000.000,- EUR</b>
7.	Purpose of bond issue	financing of investment projects a) the construction of the hotel, business center, luxury and standard apartments, houses, in Sverepec village, district Považská Bystrica, Slovak Republic b) to continue with building a network of chocolaterias and coffee houses in Czech and Slovak Republic c) bought of car service company, Považská Bystrica, Slovak Republic
8	Issue date. The total volume of pre - ordered amount of bonds must represent at least 20% of maximum aggregate principal amount	after 15th March 2010
9	Estimated time of bond's emission	15/03/2010 to 31/07/2010
10	Order period start	Immediately. Binding order for these terms of emission means a primary purchase of all or portion of an issue on the basis of binding order.
11	The deadline to submit an order for bond	15th July 2010
12	The deadline for payment for the ordered bonds	14 days after the order was sent
13	Principal amount of each bond	10.000 EUR
14	Minimum order volume	10.000 EUR
15	Method of bond issue	Bonds will not be offered to public. Bonds are addressed to preselected investors. Investor gains bonds on the basis of this offer, sent binding order and fully payment. Bonds will be issued to investor who has fulfilled the terms of points 10. and 12. only. Issuance of these bonds will be covered by Slovakian dealer.
16	Maturity day	30 years from the date 15th July 2010
17	Bond yield	Bond yield is determined by a fixed rate of 8.5% p.a. and based on 30/360
18	Coupon date (date of yield payment)	Bond yield will be paid annually on 15th July of the current year. If the yield payment day matches non-business day, payment will be effected on the next business day. Bondholder will have no right to claim payment of any additional interest or other indemnity in respect of such delay in payment. For the purposes of terms of issue business day means every day except holidays defined in 241/1993 Act and 311/2001 Act.

19	Ex-coupon date	Ex-coupon date is set on 30th calendar day before coupon date. Profit for this period will be paid only to bondholder, who was the owner of the bond at the end of the previous business day of ex-coupon date (hereinafter, " <b>Authorized person</b> "), according to the List of bondholders made by a person of Central Securities Depository's permission to establish and operate, recording issuer in the Register of issuers for securities (hereinafter, " <b>CSD</b> ")
20	Terms of redeem	Issuer will redeem nominal value of bond at bond's maturity day. If the bond's maturity day matches non-business day, payment will be effected on the next business day. Bondholder will have no right to claim payment of any additional interest or other indemnity in respect of such delay in payment.
21	Ex- principal amount date	Ex- principal amount date is set on 30th calendar day previous to due date of bond's principal amount. Bond's principal amount will be paid only to <b>Authorized person</b> , according to the List of bondholders made by a person of Central Securities Depository's permission to establish and operate, recording issuer in <b>CSD</b> .
22	Method of yield payment and repayment of the principal amount	Payment of yield and / or bond's principal amount redemption will be realized by wired transfer to authorized person account (hereinafter, " <b>Account</b> ") mentioned in the application of the authorized person for yield payment and / or bond's principal amount redemption delivered to issuer, to the Board of Directors (hereinafter, " <b>Application</b> "), no later than 20 days before the date of yield payment and / or bond's maturity date. If the Account number in Application was not specified and delivered to issuer within the period specified above, issuer would within five days appeal bondholder to send new, fully completed Application (by yield payment day and / or bond's maturity day, according to terms of issue at the latest). In the period from yield payment date and / or bond's maturity according to terms of issue to date of actual payment, bondholder will have no right to claim payment of any additional interest or other indemnity in respect of such delay in payment.
23	Place of yield payment and principal amount redemption	United BG, a. s. Centrum 1746/265 01 Považská Bystrica Slovakia 017
24	Method of secure money to redeem principal amount of bond and to yield payment	The issuer will secure the funds to redeem principal amount of bond and to yield payment by the issuer's assets, the issuer's liabilities, and operational activities of the issuer or selling part of the issuer's investments, or convert bonds into shares of the issuer.
25	Statement by the issuer	Issuer declares that he is owed the nominal value of the bond to the bondholder.
26	The commitment of the issuer	The issuer undertakes to pay the bond yield and redeem the bond's principal amount to bondholder in accordance with terms of issue.
27	Method of taxation of the bond yield	Bond yield will be taxed by Slovak Republic law at the time of redemption

28	Terms for prematurely repayment of principal amount and aliquot part of bond yield payment	The issuer reserves the right for prematurely redemption of principal amount and for aliquot part of bond yield payment. The issuer is not obliged to bondholders upon request to redeem principal amount and to aliquot part of bond yield payment, before the bond's maturity date and Coupon due date.
29	Convertibility of bond	Bond is convertible to new owner and is associated with issuer's option to buy or issuer's exchange rights.
30	Method of facts publication, related with asserting the right in bond holding	In periodical press with nationwide coverage.
31	Expiration of rights	The expiration of rights for the bonds in accordance with 530/1990 Act. will expire after 10 years of maturity date
32	Governing Law; language	Any rights and obligations consequential of bonds are governed by Slovak Republic law. These terms of issue can be translated into English or into other languages. In case of any discrepancies between different language versions; Slovak version will be decisive. Issuer is obliged to accept documents and papers submitted by authorized persons or on behalf persons, made in Slovak or Czech language only. In other cases, issuer is rightful to require its translation into Slovak language with interpreting clause. The issuer has the right to rely upon text translation of the document or papers and don't require investigation of its compliance with the original text of document or papers. In the case the documents are made outside Slovak Republic, the issuer is entitled to require those to be officially certified and super - regularized. The issuer is not obliged to perform any acts, upon request, proof of identity, existence and how the costs and eligibility procedures for documents or instruments until the signatures on them were not officially certified, especially in particular without limitation yield payment and the par value of bond redeem.

# Investment purpose No. 1

## Construction of hotel and business complex

Investment purpose considering construction of:

- Hotel \*\*\*\*
- Business center
- Restaurant
- Standard apartments
- Luxury apartments
- Houses
- Aquapark
- Wellness center
- Sport facilities
- School

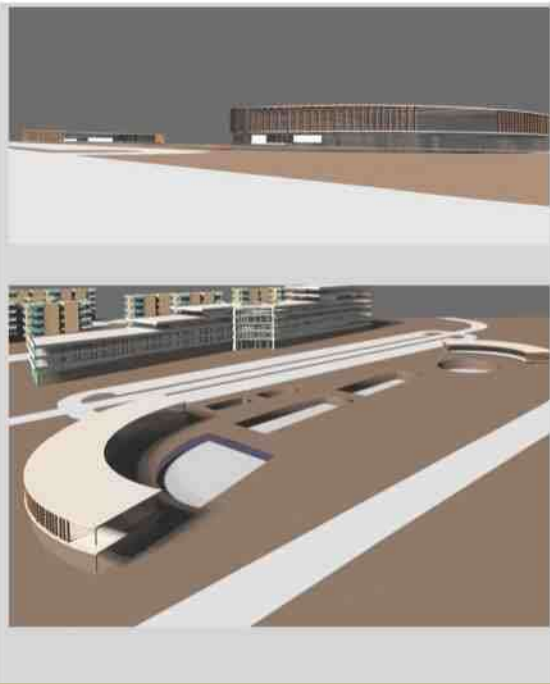
All of objects will supply a waste incineration plant, which is also planned to be build. Waste incineration plant will then assure high efficient and unlimited power source – waste. It's going to be „green project“.

Most of the land already belongs to United BG, Ltd. Local self-government has been delighted of this investment purpose and agrees with it.

Some of our customers have active interest in buying several luxury and standard residencies, houses and also in renting an office space.



United BG



## Investment purpose No. 2

### Chocolaterias and coffee houses network

We have decided to build a chocolaterias network in Slovak and Czech Republic, eventually in other EU countries, upon a successful operation in Skalite.

In chocolateria you can have a drink of delicious, original, melted chocolate of all kinds and all flavours for acceptable price. It is served in pleasant environment by nice personnel.

Menu includes also a chocolate bonbons and all services of coffee house.

Building a network of chocolaterias will be realized by franchise form. We are owner of master licence.





United BG