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Iranian Privatization Organization (IPO)

"Block Offering of Assets/Properties"

By virtue of assignments envisioned in "The law of the Enforcing of General Policies of Article 44 of the Constitution", its relevant rules and regulations, and approvals of the Divestiture Board, hereinafter the Board, and order achievement envisioned at Note "3" of Transferring Section of "Country Budget Law-2014", the articles of guideline of Paragraph "6" of Note "19" in The law of the Enforcing of General Policies of Article 44 of the Constitution" the Iranian Privatization Organization, hereinafter the Organization, intends to transfer properties, brands and assets of the following two Sports Clubs with the terms and conditions as mentioned in this advertisement.

No.	Name of Properties	Transferring Method	Details of Properties	Area of the site (m ²)	No. & Registered Plate	Buildings' area (m ²)	Adress	Total base value (IRR)	Deposit amount (IRR)	Sales Conditions			Tender opening session
										Cash down payment percentage	Installments duration (year)	Deadline for cash payment (business day)	
1	Brand & Assets belongs to Iran Esteghlal Sport and Cultural Club Co. (Private Joint-Stock)	Tender	Sport Rights & Brand (Esteghlal Brand)	--	190088 dated June 11, 2012	--	--	2,900,000,000,000	87,000,000,000	40	2	20	February 16, 2015
			Shahid Marghoobkar Sports Complex & its installations & equipments	38,500	--	4,289	Hezar Dastgah, Nazi Abad, Shahid Rajaei St., Tehran Province						
			Central Building of the Company	224	74/22666	900	No.7, Western 38 St., South Alameh Ave., Saadat Abad, Tehran Province						
			Real State located at Tello	30,000	94/3	--	Above the Village of Tello, 7 Km Tello-Lashgarak Road						
2	Brand & Assets belongs to Perspolis Cultural and Sport Club Co. (Public Joint-Stock)	Tender	Sport Rights & Brand (Perspolis Brand)	--	144442 dated October 24, 2007	--	--	2,900,000,000,000	87,000,000,000	40	2	20	
			Shahid Darafshifar Sports Complex & its installations & equipments	17,969	--	4,125	No.8, Bahmani Nejjhad St., Ayatollah Kashani Blvd., Tehran Province						
			Central Building of the Company	194	70/22448	750	No.8, Alley No.15, Ghavampoor Alley Piroozan Square, Sheikh Bahaei North St., Tehran Province						

1- Transaction Terms:

- 1.1. The abovementioned prices are properties base prices. It is obvious that the highest proposed price (stated at the price proposal form) will be considered as the transaction price.
- 1.2. Sealed envelopes will be opened at 14:00 O'clock on Monday on February 16, 2015 at the Organization, 6th floor, and presence of the applicants or their legal representatives in the session is allowed with owning identification documents and representation letter.
- 1.3. Cash deposit should be settled only in cash basis into SIBA Acc. No. 2170159008002 with Bank Melli Iran (BMI), Jame' Mosque Branch of Shahrak-e Ghods (Coded 1458), payable at all the branches of Bank Melli Iran (BMI). (Any delay in depositing the amount into the above account by applicants or by banking system will lead to the rejection of proposal by the Organization.)

The original bank deposit receipt and completed price proposal form should be submitted latest by the end of business hour on Sunday on February 15, 2015 to the following address in the form of two separate envelopes inside a sealed envelope and take a receipt: ***Guard Management Office, 7th Floor, No. 15, Mahestan St., Iran Zamin Ave., Phase 1, Shahrak-e Ghods, Tehran – IRAN.*** All respected applicants are highly recommended to win assurance of transferring deposit fund into the set account in due date due to the possibility of delay in transfer of fund as a result of banking system operations. In other words, applicants should be assured of settling the amount into the current account number of the Organization, before commencing of the Tender session. If applicant settled cash deposit to the mentioned account before commencing of the Tender session, his envelope will be opened, otherwise his envelope won't be opened and it will be refund. The proposed prices out of the price proposal form won't be accepted.

- 1.4. Having not deferred loan liabilities to banking system of the country, absence of retribution condemnation record and absence of registered security criminal record are of necessary conditions of qualified applicants. Therefore the Organization, after carrying out the Tender session and before announcing the winner of the Tender, will investigate the above mentioned conditions from the Competent Authorities and the result will be reported to the Ministers of the Board. It is obvious that announcement of the final winner will be done after the confirmation of the Ministers of the Board.
- 1.5. The applicants shall have not authorized to participate coincidentally at the Tender of two abovementioned Sports Clubs. Also controlled blocked shareholders of other Sports Clubs with similar activities are not allowed to participate at Tender notice.
- 1.6. If the winner failed to pay cash amount of the transaction and/or did not submit required documents and/or did not sign the transferring contract within the set deadline as of notification of announcement by the organization, the winner shall have not authorized to lodge any complaint with regard to the deposit amount (Cash/Bank Guarantees). In these cases, the deposit amount will be confiscated in favor of the organization in due date.
- 1.7. Properties ownership transfer will be conducted within the framework of mutual agreement. The purchasers must pay all financial expenses of transferring the properties and down payments. In the same direction, sample of contract, power of attorney registered at Notary Public Office, "Instruction of Monitoring after Transferring Stock" is available at the Organization internet website. Since all these information will

be provided to all applicants, in view of the Organization, participating in Tender is meant that applicants have accepted all rules and regulations envisioned in proceedings fully. In other words, participating meant that applicants have accepted by details wholeheartedly, in which, purchasers are duty bound to observe its provisions.

- 1.8. The last deadline date of the purchaser to pay cash amount of the transaction will be considered as the beginning period for repayment of installments.
- 1.9. The ownership of the buildings of the main office of Iran Esteghlal Sport and Cultural Club Co. & Piroozi Sport and Cultural Club Co. (Perspolis) belong to Iranian Football Federation. Details and how to transfer the ownership documents of the buildings will be published subsequently on the website of the Organization at the following address: www.ipo.ir.
- 1.10. Obtaining deed of ownership of Shahid Marghoobkar Sports Complex & Shahid Darafshifar Sports Complex by virtue of Approval No. H48663T/203179 dated January 06, 2013 of Board of Ministers will be done by the purchaser based on transferring contract with cooperation of the Ministry of Sport & Youth.
- 1.11. The ownership land of Tello that belongs to Iran Esteghlal Sport and Cultural Club Co. will be transferred to the purchaser at Notary Public Office.
- 1.12. In transactions conducted based on installments, time interval of installments from one another is set for a period of six months and the interest rate of installments is set 15%. In installments-based transactions, completely cash purchase is not prohibited.
- 1.13. In installment-based transaction, equivalent of remaining amount of installments will be kept by the Organization until full payments of the installments are made. It should be noted that guarantee documents will be received on minimum 50% of the remaining total installments.
- 1.14. The purchasers of each Sports Clubs, utmost during 3 months after transferring, are duty bounded to establish a private Joint Stock company and transfer the purchased property to it (and the capital will be raised by the same amount). The shares of the new private Joint Stock companies (equivalent the remaining total installments) will be kept by the Organization until full payments of the installments are made.
- 1.15. The purchasers are duty bounded to transfer, during 3 months passing from the establishment (registered) date, 20% of the shares of the new established companies (above paragraph) to the pioneers and fans of the transferred Sports Clubs whether by purchased/ lower prices and purchased/easier conditions. The names, conditions, how to recognize and the amount of allocating considerable shares to the pioneers and fans will be determined by Ministry of Sport and Youth and will be announced to the Organization and the purchaser.
- 1.16. After drawing up final transferring contract, Ministry of Economic Affairs and Finance, by participation of Ministry of Sport and Youth, will commence the dissolution of the Iran Esteghlal Sport & Cultural Co & Piroozi Cultural & Sport Co. (Perspolis). It is obvious that settling the previous and future claims in favor of/against aforementioned companies will be made by the two mentioned Companies in this paragraph.

- 1.17. The Sponsorship Contracts of Iran Esteghlal Sport and Cultural Club Co. & Piroozi Cultural and Sport Club Co. (Perspolis) up to the end season of Football Premier League (July 22, 2015) will be valid. From the beginning of July 23, 2015, the purchaser will have full authority and vindication towards Brand rights and purchased properties.
- 1.18. The permission issue of sport activity of these Clubes (new established companies by purchasers) and determining the regulations of professional authority of executive board of Sports Clubs will be done by Ministry of Sport and Youth and the purchasers are committed to observe them.

2. Other Cases:

- 2.1. Enterprises information and Tender proposal form are accessible on the website of the Organization at the following address: www.ipo.ir. (Please observe “Pricing Information and Firms Financial Statements” and “Offering Advertisement” and “Tender Forms”). For further information, please do not hesitate to get in touch with the following phone number: +98 21 880 83640 and +98 21 880 85624.
- 2.2. For receiving representation letter for visiting the Sports Clubs, applicants can refer to the Organization, 5th Floor, and/or send their request via the following fax number: +98 21 880 85622.
- 2.3. Getting further and enough information on transferrable properties shall be borne by interested applicants. Any kind of claim against the organization after transaction date will not be accepted. In other words, interested applicants should gather enough and sufficient information on financial, economic and legal status of the corporation before taking any decisions. Under such circumstances, purchaser(s) cannot lodge their complaints against the Organization in this respect.
- 2.4. By virtue of Article “436” of Civil Law, purchaser(s) cannot refer to the organization personally in order to defend their right with regard to stock purchase operations. In the same direction, purchaser submits his or her proposed price for purchasing assets/properties based on their powers in a competitive process. It is meant that he or she has fully accepted all rules and regulations of stock transfer as reflected by the organization. In other words, purchaser(s) cannot lodge their complaints on loss option, and details of which will be inserted in relevant contract.
- 2.5. Applicants announce that they are not subject to the Article 24 of “ the Law of Enforcing of General Policies of Article 44 of the Constitution” approved on 31.4.1387 (July 22, 2008).
- 2.6. Previous purchasers of installment-based block shares from the Organization are not authorized to participate in Tender notice and cannot purchase shares/assets if their installments have deferred. If these purchasers embarked on settling their previous debts, they can participate in Tender notice according to the contracts concluded in this respect.
- 2.7. If activity of the company is found vital and security at the sole discretion of Passive Defense Organization, purchaser is committed to observe all criteria, rules and regulations as notified from the mentioned authorizing body meticulously.

- 2.8. Public and nongovernmental institutions and affiliated companies, subject of Article 5 of General Auditing Law approved in 1987 are committed to observe provisions of Article 1, 6 & 7 of “Law on Execution of General Policies of Article 44 of the Constitution” meticulously. It is obvious that these institutions are held responsible for not observing the aforementioned rules.
- 2.9. The purchaser is duty bound to observe Articles (44) and (45) of “The law of the Enforcing of General Policies of Article 44 of the Constitution”, otherwise report of infractions shall be announced to Competition Committee.
- 2.10. By virtue of “The law of the Enforcing of General Policies of Article 44 of the Constitution”, the purchaser of shares is committed to observe the articles of guideline “to preserve and supervise divested firms ratified by Security Council”. The guideline is available at Guard Management Office of the Iranian Privatization Organization.

All interested applicants are cordially invited to visit the organization website at the following address: www.ipo.ir