

**INVITATION  
TO SUBMIT BINDING BIDS FOR THE PURCHASE  
OF A PARTICIPATING INTEREST IN DUTB BEOGRAD D.O.O.**

**OR**

**THE "COMMERCIAL BUILDING IN NOVI BEOGRAD" REAL ESTATE  
AT MILUTINA MILANKOVIĆA 7V, NOVI BEOGRAD, DUTB (BAMC) ID 738**

Družba za upravljanje terjatev bank, d.d. (hereinafter: **Seller**) invites you to submit binding bids for the purchase of (i) a 100% participating interest in DUTB Beograd d.o.o., registration number 21207926, tax number 109597626, at Milutina Milankovića 7V, Novi Beograd (hereinafter: **Company**), which is under the direct ownership of the Seller or (ii) the commercial building "Novi Beograd" at the address Milutina Milankovića 7 V, Novi Beograd, lot no. 2872/8, Novi Beograd cadastral community, which is owned by the Company.

**1. Item for sale**

The item for sale in this invitation to submit binding bids for purchase (hereinafter: Invitation) is:

- a) 100% participating interest in the Company held by the Seller (hereinafter: **Participating Interest**); with the sale of the Participating Interest proceeding according to the 'all-or-nothing' principle, meaning that exclusively the 100% Participating Interest is the subject of the sale and that interest cannot be broken down into smaller participating interests.

or

- b) the "Novi Beograd Commercial Building" real estate at Milutina Milankovića 7 V, Novi Beograd, a commercial building 12,900 m<sup>2</sup> in total size, erected on lot no. 2872/8, measured at 6,606 m<sup>2</sup> in size, Novi Beograd cadastral community, in its entirety, which is owned by the Company (hereinafter: **Real Estate**).

The potential buyer (bidder) is aware:

- that the Real Estate is erected on land for which lease agreement no. 463-731/06 of 19 April 2006 has been concluded for a period of 50 years;
- that the Real Estate listed under point (b) above is rented out to individual tenants.

The bidder also expressly agrees that the Real Estate is being sold together with the tenants referred to in the previous paragraph of this section and that upon the payment of the purchase price under the agreement, he will enter into the Seller's legal position as the lessor with respect to the lease agreements.

The Real Estate comprises property acquired in enforcement proceedings for the repayment of a claim under loan agreement no. LD0934500114 (hereinafter: Claim), which the Seller as a creditor has

against the obligor PSZ, poslovni sistem d.d. – in bankruptcy, Opekarniška cesta 15B, 3000 Celje, registration number 5968429000 (hereinafter: Obligor).

## **2. Collection of bids**

The sale shall be conducted by the Seller. Domestic and foreign natural persons and legal entities who submit their written bid for the purchase of the Participating Interest or the Real Estate in accordance with the conditions set out below and who in accordance with applicable laws of Republic of Serbia are entitled to acquire ownership of the Participating Interest or Real Estate may participate in the sales process.

### *2.1. Deadline for submitting binding bids*

The Seller shall process binding bids for the purchase of the Participating Interest or Real Estate that it receives in good time by registered post or in person in a sealed envelope or wrapper to the address: DUTB, d.d., Davčna ulica 1, 1000 Ljubljana, marked: **“DO NOT OPEN – BINDING BID FOR THE PURCHASE OF PARTICIPATING INTEREST – DUTB BEOGRAD / “NOVI BEOGRAD COMMERCIAL BUILDING” REAL ESTATE.**

The bidder's name and address shall be printed on the back of the envelope or wrapper. The deadline for the submission/acceptance of binding bids shall be 14 February 2019, inclusive. A bid shall be deemed to have been received on time if it arrives at the Seller's address **by 11:59:59** on the above-stated date.

The bidder shall be deemed to have submitted a new (corrected, amended) bid on time if it withdraws its original bid before it is received by the Seller and submits a new bid, whereby the date and time of submission of the new bid shall be considered the date and time of submission of the bid.

If a bid fails to arrive at the Seller's above stated address on time, it shall be excluded from further consideration.

### *2.2. Content of binding bids*

During the sale process, the Seller shall take into account binding bids received in a timely manner and that have been signed by the bidder's legal representative and include the following content:

- A. Content of a binding bid for the purchase of the Participating Interest (presentation of the buyer):
- I. Name and tax number of the bidder;
  - II. Contact details for the bidder's responsible person;
  - III. Presentation of the bidder (brief description of the bidder's activity, including the volume of operations, experience/knowledge of the company's area of activity (line of business), identity of the bidder's ultimate owner, presentation of basic financial information: balance sheet and income statement for the last three years, or for the entire period of the bidder's operations);
  - IV. Declaration that no wind-down, bankruptcy, compulsory composition, other insolvency or restructuring proceedings have been initiated against the bidder;
  - V. Description of the purpose of purchasing the Participating Interest and description of further development of the Company by the bidder;

- VI. Description of the method and circumstances of financing the intended acquisition of the Participating Interest, including evidence of or a reliable explanation that the bidder has or will have at their disposal sufficient financial means in an amount that is at least equal to the price stated in that party's binding bid (e.g. a statement issued by a bank regarding funds deposited by the bidder or a statement issued by a bank confirming the purpose of financing), where the bidder is required specifically to also present the actual source of funds for the acquisition of the Participating Interest (including the level of financing from own funds and the funds acquired from third parties);
- VII. Declaration that the bidder acts on its own behalf and for its own account;
- VIII. Declaration by the bidder of any debts (existing or potential) to the Seller in which the bidder describes whether it has any current or potential debts/liabilities to the Seller;
- IX. Declaration that the bidder has all the internal and other authorisations for the submission of a binding bid, with the bidder being required to also present in the declaration other authorisations that it potentially requires for the purchase of Participating Interest.
- X. Declaration that there are no legal impediments regarding the conclusion of an agreement on the sale of the Participating Interest in accordance with Article 13 of the Government Measures to Strengthen the Stability of Banks Act (hereinafter: the ZUKSB; Official Gazette of the Republic of Slovenia, Nos. 105/12, 63/13, 23/14 and 104/15), in particular that the bidder is not:
- a person who is deemed affiliated with the Obligor in accordance with the law governing companies;
  - a legal entity in which a person from the previous indent holds a participating interest, or whose management personnel or procurator is a person who served as a member of the Obligor's senior management or as the Obligor's procurator in the three years before the claim arose, unless it is a person affiliated with one of the persons referred to in the first indent of this paragraph such that the Republic of Slovenia is the controlling company in accordance with the law governing acquisitions;
  - a natural person who was a member of the Obligor's senior management or that obligor's procurator in the three years before the Claim arose;
  - a natural person in a close relationship with the person referred to in the previous indent, as defined by the law governing insolvency proceedings;
  - a person who is irrefutably presumed, in accordance with the law governing acquisitions, to function in concert with one of the persons referred to in the preceding two indents, unless it is a person associated with one of the persons referred to in the previous two indents of this paragraph, such that the Republic of Slovenia is the controlling company in accordance with the law governing acquisitions;
  - a legal entity which performed an asset quality review and stress tests for the banking system in 2013 (data regarding such legal entities can be provided by the BAMC);
  - a legal entity with capital links to another legal entity which performed an asset quality review and stress tests for the banking system in 2013;
  - a legal entity which receives business advice from another legal entity that performed an asset quality review and stress tests for the banking system in



2013, or which receives business advice from an individual who participated in an asset quality review and stress tests for the banking system in 2013 as an employee of those legal entities or a subcontractor for those companies.

- XI. Properly completed form "BINDING BID FOR THE PURCHASE OF PARTICIPATING INTEREST IN DUTB BEOGRAD d.o.o. OR THE "NOVI BEOGRAD COMMERCIAL BUILDING" REAL ESTATE AT MILUTINA MILANKOVIĆA 7V, NOVI BEOGRAD – DUTB ID 738" (hereinafter: Form) for the submission of a bid for the purchase of the Participating Interest, which serves as appendix to this Invitation.

**B. Content of a binding bid for the purchase of Real Estate:**

Bid for the purchase of Real Estate must be submitted on a properly completed form "BINDING BID FOR THE PURCHASE OF PARTICIPATING INTEREST IN DUTB BEOGRAD d.o.o. OR THE "NOVI BEOGRAD COMMERCIAL BUILDING" REAL ESTATE AT MILUTINA MILANKOVIĆA 7V, NOVI BEOGRAD – DUTB ID 738" (hereinafter: Form). The required bid form is enclosed to this Invitation.

**C. "Know your client" (KYC) declarations**

Within the scope of the procedure of being familiar with the background of a potential investor, bidders must enclose with their binding bids the following completed declarations/forms, which are found on the Seller's website ([http://www.dutb.eu/si/lastniske\\_nalozbe.aspx](http://www.dutb.eu/si/lastniske_nalozbe.aspx)):

- Declaration of the business entity (non)affiliation;
- Declaration of the beneficial owners of a potential investor;
- Declaration of potential investor affiliation
- Declaration of circumstances surrounding the purchase of claims, participating interests or real estate;
- Form Presentation of the potential investor – natural person or Presentation of the potential investor – legal entity;
- Declaration of related parties – if the bidder is a legal entity, that declaration must be completed by all the bidder's statutory representatives;
- Declaration of actions that unfairly benefit an obligor (Article 13 of the ZUKSB)

**D. Price tendered for the purchase of the Participating Interest or Real Estate**

The bidder must submit a tendered price for the purchase of the Participating Interest or Real Estate in euro, rounded off to two decimal places (e. g. the price for the purchase of the Participating Interest amounts to EUR [●] [in words: [●] 00/100 euro] or the price for the purchase of Real Estate amounts to EUR [●] [in words: [●] 00/100 euro]).

Bidders shall describe in detail the method for financing the purchase of the Participating Interest or Real Estate and the timing of payments and payment deadlines. Should funds for the purchase of the Participating Interest or Real Estate be acquired by third parties, the following will need to be presented in detail: (i) the form of financing, and (ii) a binding and irrevocable declaration shall be submitted regarding the provision of funds for the purchase of the Participating Interest or Real Estate by a third party as financing in favour of a bidder. The bid must be binding for 90 days at minimum. The bidder must present and demonstrate the actual source of funds for the purchase of the Participating Interest or Real Estate (including the amount financed from internal funds and from funds received from third parties).

**Informative advertised selling price: EUR 12,500,000 + taxes.**

E. Other:

If the bidder is a foreign legal entity, a certified translation from the relevant register in which the bidder is entered as a legal entity, must be enclosed with the bid, also ensuring that the extract from the relevant register shall not be more than 30 days old.

When submitting a binding bid and at any time at the request of the Seller, the bidder must prove itself with the relevant documents to be a suitable person with integrity in accordance with the Prevention of Money Laundering and Terrorist Financing Act (hereinafter: the ZPPDFT-1; Official Gazette of the Republic of Slovenia, No 68/16) and secondary regulations issued on the basis of that act. Otherwise, the Seller can immediately eliminate the bidder from the procedure without stating any reason.

Each bidder may submit only one bid. If a bidder submits more than one bid, all of its bids shall be excluded.

The bid shall be submitted in Slovene or English.

### **3. Bid bond**

Bidders are required within the scope of the submission deadline (from the publication of the Invitation to 14 February 2019), i. e. by no later than the submission of bids:

- a) if the bidder is an EU resident, into the Seller's current account no. SI56 2900 0005 1319 162, open at UNICREDIT BANKA SLOVENIJA d.d., reference no. SI00 738, with the designated purpose of payment "**BID BOND FOR NOVI BEOGRAD COMMERCIAL BUILDING – DUTB ID 738 or BID BOND FOR THE PARTICIPATING INTEREST IN DUTB BEOGRAD**",
- b) if the bidder is a resident of the Republic of Serbia and other EU non-resident states, into the Seller's current account no. RS3534000005190014515, open at ERSTE BANK in Serbia, BIC: GIBARS22, reference no. \_\_\_\_\_ 738, with the designated purpose of payment "**BID BOND FOR NOVI BEOGRAD COMMERCIAL BUILDING – DUTB ID 738 or BID BOND FOR THE PARTICIPATING INTEREST IN DUTB BEOGRAD**",

to deposit the tender bond in the amount of **EUR 100,000.00** (in this Invitation referred to as 'Bid Bond'), which shall constitute an essential condition for the validity of the bid and the bidder's participation in this procedure of selection of the most favourable bidder. If the bidder for the purchase of the Participating Interest is a resident of the Republic of Serbia the Bid Bond must be paid into the Seller's current account no. RS3534000005190014515, open at ERSTE BANK in Serbia, BIC: GIBARS22, reference no. \_\_\_\_\_ 738, in accordance with the laws of the Republic of Serbia in dinar (Serbian dinar RSD) equivalent value, i. e. the sell exchange rate for EUR at Erste bank in Serbia for corporate clients on the date of the payment.

The appearance of the payment on the Seller's aforementioned bank accounts as at the date of the expiry of the submission deadline (i. e. (14 February 2019) shall constitute an essential condition for the validity of the bid and the bidder's participation in this procedure of selection of the most favourable bidder.



The payment of the Bid Bond is also a prerequisite for entry into the VDR (in accordance with point 4 of this Invitation), taking into account that the bidder that pays the Bid Bond already upon entry into the VDR (i. e. before the submission of their binding bid) is not required to re-pay the bid bond upon the submission of the binding bid.

Payment of the bid bond shall only be valid:

- if the bidder deposits the funds from a bank account at a bank in Slovenia (hereinafter: confirmed bank account at a bank in Slovenia),
- if the bidder deposits the funds from a bank account at a bank headquartered in the EU (excepting Cyprus, Romania, Bulgaria and Luxembourg) (hereinafter: confirmed bank account at a bank in the EU),

Deviations from the previous two indents of the previous paragraph must be confirmed by the Company.

The confirmed bank account at a bank in Slovenia or the EU must be stated on the Form and must be identical to the account from which the remainder of the purchase price will be paid in the event of the selection of the bidder as the buyer of the item for sale.

In the event that the bidder does not pay the bid bond within the submission deadline, and at the same time no deposit can be seen on the Seller's bank account indicated above, that bidder's bid will be excluded from further procedure and the sales process.

Interest shall not be payable on the bid bond. Bid bonds will be returned to the losing bidders without interest within three (3) working days of concluding the sales agreement for the Participating Interest/Real Estate with the winning bidder, or from the date of the Seller's written declaration that it does not accept any of the bids received, or from the date of the Seller's written declaration that it is terminating the sales procedure, or no later than 30 days after the expiry of the deadline for selection referred to in point 6 of this Invitation.

Bid bonds will be returned into the bidder's confirmed bank account at the bank in Slovenia or the EU stated in the bid (Form). Should the bidder fail to state any confirmed bank account at a bank in Slovenia or the EU in the bid (Form), the Seller may retain the bid bond until receipt of data on a confirmed bank account at a bank in Slovenia or the EU.

The bid bond is a monetary amount through which the bidder in the collection of binding bids confirms its obligation to conclude a sales agreement if it is successful in this procedure of collection of binding bids.

The payment of the bid bond by a bidder that succeeds in this procedure of collection of binding bids and that concludes a sales agreement for the Real Estate shall be returned to the selected bidder within 10 days from the day of payment of the down payment determined in the sales agreement from point 6 of this Invitation.

#### **4. Due diligence**

The bidders shall have the possibility to conduct due diligence of the documentation regarding the Participating Interest or Real Estate that is the subject of the sale. The scope of due diligence shall be

at the sole discretion of the Seller. Due diligence may be carried out every day from 17 December 2018 until 11:59:59 on 14 February 2019, inclusive. Due diligence shall be performed electronically via a virtual data room (hereinafter: VDR), 24 hours a day, save for the last day when the VDR closes at 11:59:59. A condition for due diligence shall be the signing of a non-disclosure agreement (NDA) and payment of the security referred to in point 3 of this Invitation. Access to information in the data room will only be enabled to the users indicated in the NDA. During the course of due diligence it shall also be possible to conduct an inspection of the Company/Real Estate subject to prior agreement with the Seller.

The bidder who pays the Bid Bond upon entry into the VDR (i. e. before the submission of the binding bid) shall not be required to pay a new Bid Bond upon the submission of its binding bid.

The Seller reserves the right to refuse access to the virtual data room by an individual bidder, without providing a reason, or may not deliver to or prevent a bidder from reviewing certain documents and information. Bidders shall have the possibility of examining the draft agreement on the sale of the Participating Interest/Real Estate and making potential comments regarding the agreement no later than eight days before the expiry of the deadline for conducting the due diligence. The agreement on the sale of the Participating Interest/Real Estate shall be concluded in the format required by the relevant laws.

## 5. Opening of binding bids and selection of bidder

The opening of binding bids shall not be public. Assessment of the appropriateness of bids shall be at the Seller's discretion. The bidder shall be selected on the basis of the following criteria: highest price offered for the purchase of the Participating Interest/Real Estate and payment deadline.

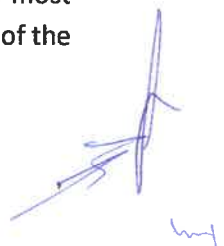
If several bidders offer the same price, negotiations shall be held with each bidder individually using the same criteria as used for selection of the bid. The Seller reserves the right to call on bidders to improve their bids, or to continue individual negotiations with all or only certain bidders. The Seller also reserves the right to not select the most favourable bidder and to reject all bids as inappropriate.

The Seller reserves the right to not continue the sales process and to finalise that process after the expiry of the deadline for the collection of binding bids. The Seller shall inform the bidders of its decision in writing.

None of the bidders are entitled to any reimbursement of damage and/or costs for not being selected as the most favourable bidder, if the sales process concludes (prematurely) etc. The Seller reserves the right to not select any bid or any bidder, nor to invite any bidders for negotiations.

## 6. Conclusion of agreement

Within four weeks following the expiry of the deadline for the submission of binding bids, the Seller is (but shall not be bound to) expected to select the bidder that submitted an appropriate and most favourable bid (hereinafter: **selected bidder**) and conclude with them an agreement on the sale of the



Participating Interest/Real Estate within 14 days of the written approval of the acceptance of the binding bid.

#### *6.1. Agreement on the sale of Participating Interest*

The agreement on the sale of the Participating Interest with the selected bidder shall be concluded in the Slovene and Serbian languages or in the Serbian and English languages if the buyer is not a Slovenian natural person or legal entity.

The agreement on the sale of Participating Interest shall be concluded in the format determined by the relevant laws.

The agreement shall contain provisions, which are customary for transactions concerning the purchase/sale of participating interest, including the 'top up' clause, in accordance with which the buyer makes a commitment to the seller to cover the difference between the price agreed in the sales agreement and any potential higher price agreed in a subsequent purchase or sale of the Participating Interest, i. e. 12 months after the transfer of ownership of the Participating Interest. In addition to the 'top up' clause, the agreement shall also include a 're-sale' clause which binds the buyer prohibiting them to sell the Participating Interest for five years to certain related parties. In addition to the aforementioned clauses, the agreement shall also contain an anti-corruption clause. The Seller shall reserve the right to reveal the identity of the buyer in the agreement on the sale of the Participating Interest.

The agreement shall also contain the buyer's guarantee stating that the buyer is aware of the content of Article 13 of the ZUKSB, and a declaration and warranty that as the buyer of the Participating Interest it is not a legal entity or natural person referred to in the first and second paragraphs of Article 13 of the ZUKSB, whereby a clause on agreement nullity will also be included in the agreement, if a link with the obligor of BAMC is determined in terms of Article 13 of the ZUKSB.

The timely settlement of consideration shall be an essential component of the agreement on the sale of the Participating Interest. If the buyer pays the remainder of consideration in arrears (total consideration less the Bid Bond/down payment), the agreement shall be deemed void and the Seller shall retain the Bid Bond/down payment.

The bid bond of a bidder that succeeds in this procedure of collection of binding bids and that concludes a sales agreement for Participating Interest shall count towards the down payment from the moment of concluding the agreement of the sale of Participating Interest.

The sales agreement shall also contain a provision stating that the payment of the purchase price shall only be valid:

- if the buyer deposits the funds from a bank account at a bank in Slovenia (hereinafter: confirmed bank account at a bank in Slovenia);
- if the buyer deposits the funds from a bank account at a bank headquartered in the EU (excepting Cyprus, Romania, Bulgaria and Luxembourg) (hereinafter: confirmed bank account at a bank in the EU);



- if paid by the buyer's commercial bank headquartered in Slovenia, if the buyer receives a loan therefrom for the purpose of financing the payment of the purchase price (hereinafter: confirmed commercial bank in Slovenia);
- if paid by the buyer's commercial bank headquartered in the EU (excepting Cyprus, Romania, Bulgaria and Luxembourg), if the buyer receives a loan therefrom for the purpose of financing the payment of the purchase price.
- deviations from the previous two indents must be confirmed by the Company.

In the event of any discrepancies with the provision of the previous paragraph, the agreement shall enter into force under a suspensive condition that the Seller approve it in writing within ten (10) days of receipt of the purchase price.

The transfer of the Participating Interest shall be carried out in accordance with the sales agreement following the full payment of the purchase price. All taxes, fees and costs, including notarial costs, in connection with the transfer of the Participating Interest shall be paid by the selected bidder (buyer). Participating Interest shall be purchased according to the 'as is' principle, whereby the entire Participating Interest is transferred to the buyer.

If the selected bidder fails to conclude this agreement, the Seller has the right (but shall not be obliged) to enter into the agreement with the bidder who submitted the second or next most suitable and favourable binding bid, without repeating the collection of bids for the purchase of the Participating Interest.

The Seller reserves the right not to select any bidder in the public tender procedure, and shall not be obliged to enter into the agreement on the sale of the Participating Interest with any bidder.

## *6.2. Agreement on the sale of Real Estate*

The agreement on the purchase of Real Estate with the selected bidder shall be concluded in the Slovene and Serbian languages or in the English language if the buyer is not a Slovenian or Serbian natural person or legal entity.

The agreement on the sale of Real Estate shall include at least the following mandatory content:

- a finding that the Company is the owner of the Real Estate according to the land register;
- a finding that the Seller has all the requisite permits and authorisations of the Company for advertising the sale of Real Estate;
- a provision whereby the sales agreement shall be concluded on an "as-is" basis;
- a provision whereby any discrepancies between the surface area set out/agreed upon in the agreement and the actual surface area of the item for sale shall not constitute a change to the subject of the agreement and that the agreement cannot be dissolved nor can any claims be exercised on that basis;
- a declaration from the buyer stating that it has inspected the Real Estate, i.e. the subject of the agreement in detail, and studied all the relevant facts and documentation related thereto (explicitly also the lot boundaries/characteristics of the buildings erected on the Real Estate,

and all other circumstances relating thereto or to the construction thereof), and that it is fully apprised of the legal and actual status of the Real Estate. In this regard and with regard to the legal implications of purchasing the Real Estate, it acquired advice from an expert it hired for that purpose;

- a declaration from the buyer stating that the Real Estate possesses all the required and agreed characteristics, and complies with the intended use and purpose pursued by the buyer through this purchase;
- a declaration from the buyer waiving all claims against the Seller of the Real Estate in relation to the aforementioned in the previous indents, specifically including the claims arising from warranties for any obvious or concealed legal and material defects in the Real Estate, and that the aforementioned Seller's warranty is excluded;
- a provision whereby the Real Estate is being sold together with tenants, and that upon the payment of the purchase price pursuant to the sales agreement, the buyer will enter into the Company's legal position as the lessor with respect to the lease agreement;
- a provision whereby the payment of the purchase price shall only be valid:
  - if the buyer deposits the funds from a bank account at a bank in Slovenia (hereinafter: confirmed bank account at a bank in Slovenia);
  - if the buyer deposits the funds from a bank account at a bank headquartered in the EU (excepting Cyprus, Romania, Bulgaria and Luxembourg) (hereinafter: confirmed bank account at a bank in the EU);
  - if paid by the buyer's commercial bank headquartered in Slovenia, if the buyer receives a loan therefrom for the purpose of financing the payment of the purchase price (hereinafter: confirmed commercial bank in Slovenia);
  - if paid by the buyer's commercial bank headquartered in the EU (excepting Cyprus, Romania, Bulgaria and Luxembourg), if the buyer receives a loan therefrom for the purpose of financing the payment of the purchase price;
- a provision indicating that the deviations from the previous indent must be confirmed by the Company;
- a provision whereby in the event of any discrepancy with the provision of the previous paragraph, the agreement shall enter into force under a suspensive condition that the Company approve it in writing within ten (10) days of receipt of the purchase price;
- a provision whereby if the Company does not approve the payment of the purchase price pursuant to the provision set out in the previous paragraph of this article, the purchase price shall be returned to the payer within an additional deadline of 3 days, and the Company shall notify the buyer thereof;
- a provision whereby the buyer is obliged to pay the Company a down payment amounting to 10% of the purchase price within five (5) days of the concluding of the sales agreement;
- a provision whereby the agreement is concluded under the suspensive condition that the buyer pays the down payment within the deadline set out in the previous indent of this paragraph, otherwise the sales agreement shall be deemed null and void;
- a provision whereby the deadline for payment of the purchase price shall be no more than 30 days from the signing of the sales agreement;

- a provision whereby the payment of the purchase price within the agreed deadline shall constitute an essential integral part of this agreement, and therefore the agreement shall be automatically cancelled, with no obligation to request payment of the purchase price, if the buyer fails to pay the purchase price within the agreed deadline;
- a provision whereby the payment of the entire purchase price shall be a condition for the handover of a notarised original of the sales agreement to the buyer;
- a provision whereby the item for sale shall be handed over to the possession of the buyer within 10 working days of the validity of the payment of the entire purchase price, in a manner such that the contracting parties draw up a handover record;
- a provision that when the sales agreement is signed, any changes to the arrangement regarding the payment of the purchase price shall only be possible on the basis of a signed appendix to the sales agreement;
- a provision that the buyer inspected the Real Estate before concluding the sales agreement in the presence of a Company representative/real estate agent;
- a provision indicating that from the date of the handover under the sales agreement, all obligations and agreements between the Company and the tenant from the lease agreement concluded between the two parties shall be transferred to the buyer, who from that date forward is required to independently manage relations with the tenant of the premises;
- a provision that if this sales agreement is not fulfilled, all costs associated with this agreement and the costs of any transactions derived herefrom shall be borne by the contracting party responsible for the default or, in the event of shared responsibility, in an amount determined according to the extent of the responsibility of the individual party;
- a provision that notwithstanding the previous indent, the parties agree that if the Company is responsible for the non-fulfilment of the agreement (default) until the expiry of the contractual period for the handover of the Real Estate, the buyer shall be entitled to the repayment of just a single down payment;
- a provision that the contracting parties agree, that in accordance with the provisions of the sales agreement and all independent actions (interventions, changes), the buyer shall have no right to any claims or the reimbursement of investment costs or potential costs relating to the completion or legalisation of the Real Estate for all past and future investments in the event of cancellation or invalidity of this sales agreement with all the corresponding appendices;
- a provision on restrictions to further sale, stipulating that the buyer may not sell the item for sale to an entity referred to in the first and second paragraphs of Article 13 of the ZUKSB (as relating to real estate) within 5 years of the concluding of the sales agreement, whereby the term obligor shall refer to the entity that was the owner of the item for sale before title to it was acquired by the Seller; in the event of a breach of this prohibition a contractual penalty shall be imposed on the buyer in favour of the Company amounting to 50% of the purchase price pursuant to the sales agreement that will be concluded in the sales procedure on the basis of this Invitation;
- a provision stating that the provision of the previous indent also applies to the buyer's potential legal successor under the sales agreement;
- a declaration by the buyer stating that it is aware of the content of Article 13 of the ZUKSB, and a declaration and warranty (as relating to real estate) that as the buyer of the real estate it is not a legal entity or natural person referred to in the first and second paragraphs of Article



13 of the ZUKSB, whereby the term obligor shall refer to the entity that was the owner of the item for sale before title to it was acquired by the Seller.

- a provision with an anti-corruption clause;
- a provision regarding the confidentiality of data and management of personal data.

All public contributions and costs, including any notarial costs (except the cost of the notarisation of the Company's signature on the concluded sales agreement), associated with the conclusion and implementation of the agreement on the sale of Real Estate shall be borne by the winning bidder (buyer).

The Seller reserves the right not to select any bidder in the public tender procedure, and shall not be obliged to enter into the agreement on the sale of the Real Estate with any bidder.

## **7. Other**

Bidders themselves bear the costs of participation in this procedure of collection of binding bids and all potential costs associated therewith (including any currency risks), regardless of their success in the sales procedure. The seller reserves the right to amend the procedure and the conditions of sale.

The bid in question is available in Slovene and English. By participating in this bid collection procedure, bidders shall be deemed to agree with the conditions of that procedure, and specifically also with the conditions set out in this Invitation.

If the application (e. g. bid) under this Invitation is limited by a time period, it shall be deemed that it is lodged on time if it arrives at the Seller's address before the deadline expires. If the last day of the deadline is a Saturday, Sunday or public holiday or other non-working day, which is governed by an act governing public holidays, the deadline shall expire at the end of the next first working day.

The Seller recognises the possibility of errors in the text of the published Invitation.

## **8. Right to suspension and the exclusion of the seller's liability for damages**

The Seller reserves the right to change the planned course, steps or other elements of the procedure at any time and without explanation, and may also suspend the process of the collection of binding bids, sale and/or negotiations, and shall bear no liability whatsoever in that regard. Bidders shall not file any claims against the Seller as the result of the aforementioned actions. The Seller shall also be committed to adhering to potential legal or other pre-emptive rights.

The Seller shall not be held liable for any damages whatsoever.

## **9. Additional information**

Potential bidders may obtain additional information from the Seller's representative: Mr Andrej Filipič, mobile number 00386 40 424 060, e-mail: andrej.filipic@dutb.eu, until 12 February 2019, inclusive.



## 10. Applicable law and jurisdiction

The law of Slovenia shall apply to this Invitation and the conditions related thereto, while any disputes shall be resolved before the court of territorial and subject-matter jurisdiction in Ljubljana.

The law of the Republic of Serbia shall apply for the agreement on the sale of the Participating Interest/Real Estate.

Ljubljana, 14 December 2018

**Družba za upravljanje terjatev bank, d.d.**

Andrej Lazar, Director of Real Estate Management

Jana Miličević, Director of Asset Management



