

Družba za upravljanje terjatev bank d.d. (Bank Asset Management Company), Davčna ulica 1, 1000 Ljubljana,
registration number: 6339620000,

hereby announces an

**ONLINE PUBLIC AUCTION No. 6-2018 for the sale of real
estate – 12 villas at Svjetioničarska ulica, Bašanija, Croatia –
BAMC ID 6520**

I. Items for sale

The items for sale in this online public auction no. 6-2018 for the sale of real estate – 12 villas at Svjetioničarska ulica, Bašanija, Croatia – BAMC ID 6520 (hereinafter referred to as the “notice”) include properties registered as:

Unit 1, net surface area 215.38 m², lot size 317.5 m², entered in the land register as a condominium in a proportion of 254/500, 2nd FLOOR (section “B”, S2) land register entry 5158, c.m. 302023, Umag, parcel no. 33/6, house, surface area 218 m² and yard area 407 m², total area 625 m²,

Unit 2, net surface area 215.38 m², lot size 315.6 m², entered in the land register as a condominium in a proportion of 245/500, 1st FLOOR (section “A”, S1) land register entry 5162, c.m. 302023, Umag, parcel no. 33/5, house, surface area 219 m² and yard area 425 m², total area 644 m²,

Unit 3, net surface area 215.38 m², lot size 328.4 m², entered in the land register as a condominium in a proportion of 255/500, 2nd FLOOR (section “B”, S2) land register entry 5162, c.m. 302023, Umag, parcel no. 33/5, house, surface area 219 m² and yard area 425 m², total area 644 m²,

Unit 5, net surface area 217.42 m², lot size 414.8 m², entered in the land register as a condominium in a proportion of 257/500, 2nd FLOOR (section “B”, S2) land register entry 5160, c.m. 302023, Umag, parcel no. 29/2, house, surface area 222 m² and yard area 585 m², total area 807 m², with sewer easement,

Unit 6, net surface area 217.42 m², lot size 392.2 m², entered in the land register as a condominium in a proportion of 243/500, 1st FLOOR (section “A”, S1) land register entry 5160, c.m. 302023, Umag, parcel no. 29/2, house, surface area 222 m² and yard area 585 m², total area 807 m², with sewer easement,

Unit 7, net surface area 215.38 m², lot size 318.9 m², entered in the land register as a condominium in a proportion of 258/500, 2nd FLOOR (section “B”, S2) land register entry 5161, c.m. 302023, Umag, parcel no. 28/1, house, surface area 222 m² and yard area 585 m², total area 807 m², with sewer and water easement,

Unit 8, net surface area 215.38 m², lot size 299.1 m², entered in the land register as a condominium in a proportion of 242/500, 1st FLOOR (section “A”, S1) land register entry 5161, c.m. 302023, Umag, parcel no. 28/1, house, surface area 217 m² and yard area 401 m², total area 618 m², with sewer and water easement,

Unit 9, net surface area 215.38 m², lot size 309.4 m², entered in the land register as a condominium in a proportion of 241/500, 1st FLOOR (section “A”, S1) land register entry 5163, c.m. 302023, Umag, parcel no. 27/3, house, surface area 216 m² and yard area 426 m², total area 642 m², with sewer easement,

Unit 10, net surface area 217.42 m², lot size 287.5 m², entered in the land register as a condominium in a proportion of 250/500, 2nd FLOOR (section “B”, S2) land register entry 5156, c.m. 302023, Umag, parcel no. 28/3, house, surface area 222 m² and yard area 353 m², total area 575 m², with sewer and water easement,

Unit 11, net surface area 217.42 m², lot size 287.5 m², entered in the land register as a condominium in a proportion of 250/500, 1st FLOOR (section "A", S1) land register entry 5156, c.m. 302023, Umag, parcel no. 28/3, house, surface area 222 m² and yard area 353 m², total area 575 m², with sewer and water easement,

Unit 12, net surface area 215.38 m², lot size 284.0 m², entered in the land register as a condominium in a proportion of 254/500, 2nd FLOOR (section "B", S2) land register entry 5159, c.m. 302023, Umag, parcel no. 28/2, house, surface area 217 m² and yard area 342 m², total area 559 m², with sewer and water easement,

Unit 13, net surface area 215.38 m², lot size 275.0 m², entered in the land register as a condominium in a proportion of 246/500, 1st FLOOR (section "A", S1) land register entry 5159, c.m. 302023, Umag, parcel no. 28/2, house, surface area 217 m² and yard area 342 m², total area 559 m², with sewer and water easement,

which on the ground comprise 12 houses (villas) in the village of Bašanija (hereinafter also the "items for sale"), owned by Družba za upravljanje terjatev bank, d.d. (Bank Asset Management Company), registration number: 6339620000, as the legal successor to PROBANKA Leasing d.o.o., Trg Leona Štuklja 12, 2000 Maribor on the basis of a merger agreement of 17 May 2016 and entry in the AJPEŠ business register, where the merger of 23 May 2016 is recorded and kept (hereinafter also the "Seller").

The potential buyer (bidder, auction participant) shall also be made aware in this notice:

- that the items for sale will be sold on an "as is" basis;
- that the items for sale are hooked up to the water, electrical and sewerage networks, but the buyer will have to conclude a new agreement with each supplier, and in the event that the main valve and water meter are located on the neighbouring property of a duplex, easements will have to be arranged where possible;
- that the items for sale were constructed and are used on the basis of:
 - o a construction permit issued on 20 Feb. 2003 under no. 2163-07/03-03-3 by the Služba za prostorno uređenje, zaštitu okoliša, graditeljstvo i imovinsko-pravne poslove, ispostava u Bujama, Ured državne uprave u Istarskoj županiji (Croatian Spatial Planning, Environmental Protection, Construction and Real Estate Office, Buje Branch, Office of the State Administration in Istria County), and a substitute construction permit issued on 18 Jan. 2005 under no. 2163-07/03-05-2 by the Služba za prostorno uređenje, zaštitu okoliša, graditeljstvo i imovinsko-pravne poslove, ispostava u Bujama, Ured državne uprave u Istarskoj županiji.
 - o a use permit issued on 6 May 2008 under no. 2163/1-18-01/3-08-5 by the Croatian Odsjek za prostorno uređenje i gradnju Buje, Upravni odjel za prostorno uređenje i gradnju, Istarska županija (Buje Spatial Planning and Construction Section, Administrative Department for Spatial Planning and Construction, Istria County).

The Seller further notifies buyers that it has a list of incomplete parts of the buildings (hereinafter also referred to as the "list of characteristics"), which includes the specific condition and qualities of or circumstances regarding the houses, with which bidders can acquaint themselves before submitting bids in accordance with Section X of this notice. An list of characteristics signed by the bidder shall be an integral part of the sales agreement, the conditions for concluding and the essential contents of which are set out in Section VII of this notice.

The Seller additionally notifies the buyer that the management of the residential buildings in which the properties that are part of this invitation to bid are located has not yet been entrusted to a property manager. After the concluding of the sales agreement and the acceptance of the properties, the buyer undertakes to conclude a contract with a jointly selected property manager relating to the management, operation and maintenance of the shared parts of the buildings and to make mandatory payments into a reserve fund, and other obligations if such a resolution is adopted by the other co-owners of the access roads.

The item for sale for each house, i.e. Unit 1, Unit 2 and Unit 3, also includes the shared part of the property, which is entered in the land register at the Municipal Court in Pula, Buje land register section, l.r. entry no. 1774, c.m. 302023 Umag, designated as parc. no. 33/7, surface area 960 m², which comprises an access road to the

buildings constructed on parc. nos. 33/5 and 33/6, owing to which it constitutes a functional whole for all of the residential units.

The items for sale for each house, from Unit 5 to Unit 13, also includes the shared part of the property, which is entered in the land register at the Municipal Court in Pula, Buje land register section, l.r. entry no. 3533, c.m. 302023 Umag, designated as parc. no. 27/2, surface area 954 m², which comprises an access road to the buildings constructed on parc. nos. 29/2, 28/1, 27/3 28/3 and 28/2, owing to which it constitutes a functional whole for all of the residential units.

II. Reserve prices

The reserve prices for the items for sale are:

Unit 1, net surface area 215.38 m², lot size 317.5 m², **EUR 349,000.00 (including tax)**,

Unit 2, net surface area 215.38 m², lot size 315.6 m², **EUR 324,000 (including tax)**,

Unit 3, net surface area 215.38 m², lot size 328.4 m², **EUR 324,000 (including tax)**,

Unit 5, net surface area 217.42 m², lot size 414.8 m², **EUR 349,000 (including tax)**,

Unit 6, net surface area 217.42 m², lot size 392.2 m², **EUR 324,000 (including tax)**,

Unit 7, net surface area 215.38 m², lot size 318.9 m², **EUR 324,000 (including tax)**,

Unit 8, net surface area 215.38 m², lot size 299.1 m², **EUR 324,000 (including tax)**,

Unit 9, net surface area 215.38 m², lot size 309.4 m², **EUR 324,000 (including tax)**,

Unit 10, net surface area 217.42 m², lot size 287.5 m², **EUR 324,000 (including tax)**,

Unit 11, net surface area 217.42 m², lot size 287.5 m², **EUR 324,000 (including tax)**,

Unit 12, net surface area 215.38 m², lot size 284.0 m², **EUR 324,000 (including tax)**,

Unit 13, net surface area 215.38 m², lot size 275.0 m², **EUR 324,000 (including tax)**,

The prices include 25% value added tax that the Seller is obliged to pay.

III. Terms and conditions of participation in public auction

The sale of the items for sale shall be conducted by the Seller. Domestic and foreign natural persons and legal entities that are permitted to obtain titles to property in the Republic of Croatia pursuant to applicable legislation may participate in the sales process.

Persons who have submitted a completed 'Registration for open auction' form (hereinafter: online registration form) with attached proof of payment of a security deposit as described in Section IV of this notice and a certified statement of agreement to the terms and conditions of the online public auction to the Seller in the online forms available at <http://dutb.edrazbe.si> (hereinafter referred to as the "registration") no later than **11:59 pm on 2 September 2018** (hereinafter also the "registration deadline"), may participate as bidders in the online public auction.

A certified statement of agreement to the terms and conditions of the online public auction and completed online registration form with attached proof of payment of a security deposit submitted by the bidder by the end of the registration deadline is a condition for the conductor of the public auction to be able to send the information required for participation in the online public auction to the email addresses of the bidders on time.

The winning bidders will subsequently have to submit signed statements as part of the procedure of recognition of parties and additional information pursuant to the provisions of the Prevention of Money Laundering and Terrorist Financing Act (ZPPDFT-1).

Bidders that fail to certify their statement of agreement to the terms and conditions of the online public auction or submit a completed online registration form to the website or pay the security deposit as described in Section IV of this notice on time will not be able to participate in the online public auction.

If the bidder is a foreign legal entity, they must attach to the registration a certified translation into Slovene of an excerpt from the relevant register in which they are entered as a legal entity.

In all cases, foreign legal entities and natural persons must obtain a unique identification number in Croatia before the concluding of a sales agreement.

The online auction will be conducted in Slovene.

IV. Security deposit

Bidders must pay a security deposit of **EUR 3,000.00** no later than **3.00 pm on 31 August 2018 for each individual item for sale** (referred to herein as the "security deposit"). The security deposit must be deposited on the Seller's bank account no. SI56 2900 0005 1319 162 at UNICREDIT BANKA SLOVENIJA d.d., ref. no. "*SI00 6520-PIN or date of birth or registration number*", marked with the purpose of payment "SECURITY DEPOSIT FOR PURCHASE OF VILLA – ID 6520 – Unit ___". Bidders must clearly indicate the number of the unit for which they will bid alongside the purpose of payment.

The appearance of the payment on the Seller's abovementioned bank account no later than 1 day after the expiry of the registration deadline and a correctly stated purpose of payment shall constitute an essential condition for the validity of the registration and the bidder's participation in this procedure of selection of the highest bidder.

Payment of the security deposit shall be valid only:

- 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).

The confirmed bank account at a bank in Slovenia or the EU must be stated on the online registration form and must be identical to the account from which the purchase price will be paid in the event that the buyer wins an individual item for sale. In the event that the bidder (natural person or legal entity) wins the auction and will subsequently register a new legal entity in Croatia in which the bidder is the majority owner, the purchase price may be paid from a bank account of the newly registered legal entity, for which the winning bidder will have to submit the corresponding documentation before the concluding of the sales agreement.

By paying the security deposit, the bidder accepts the obligation to participate in the online public auction, but the online public auction shall be deemed unsuccessful if the sole bidder that paid a security deposit fails to meet the reserve price, or, in the event of several bidders that paid a security deposit, if none of the bidders meet the reserve price.

Interest shall not be payable on the security deposit. Security deposits will be returned to the losing bidders without interest within **seven (7) working days** of the concluding of the sales agreement for the item for sale with the winning bidder, or from the date of the Seller's written statement that it does not accept any of the bids received, or from the date of the Seller's written statement that it is terminating the sales procedure, or from

the moment of the announcement that the auction has been cancelled as unsuccessful, or no later than 90 days after the expiry of the deadline for selection referred to in Section V of this notice, to the bank account listed in the online registration form.

The security deposit is a monetary amount through which the bidder in this online public auction procedure confirms its obligation to conclude a sales agreement if it is successful in this online public auction procedure. The payment of the security deposit by a bidder that succeeds in this online public auction procedure and that concludes a sales agreement for an item for sale shall count towards the down payment in relation to the sales agreement in question.

In the event that an individual bidder pays several security deposits for different properties and succeeds in only one online public auction and concludes a sales agreement for one item for sale, all of the paid security deposits pursuant to the concluded sales agreement shall count towards the down payment and part of the purchase price, and only the remainder of the purchase price shall be payable.

V. Selection of bidder

In the event of a successful online public auction, the Seller shall, pursuant to Section XIII, paragraph 13 of this notice, conclude a sales agreement for an item for sale, which will include the content set out in Section VII of this notice.

VI. Criteria for selection of bidder and conclusion of sales agreement

When the registration is received by the Seller in the manner set out in Section III, paragraph 2 of this notice, it shall be deemed to have been accepted by the Seller and the bidder, therefore from that moment onwards it will no longer be possible to withdraw from participation in the online public auction, and will no longer be possible to demand reimbursement of the security deposit referred to in Section IV of this notice, except in the cases set out in Section IV paragraph 3 of this notice.

The winning bidder will be selected according to the criterion of the **highest bid**.

The online public auction procedure can be stopped at any time up to the concluding of a legal transaction, whereby the bidders' costs shall not be reimbursed. In such case, the security deposit will be returned to the bidder without interest within no more than **15 working days**.

The Seller also reserves the right not to select a bidder in the procedure, i.e. it is not obliged to conclude a sales agreement with any bidder for the items for sale or enter into any other legal relationship.

The winning bidder shall be obliged to sign the sales agreement within **8 days** of receipt of the Seller's invitation.

If the winning bidder fails to conclude a sales agreement within the time limit set out in the previous paragraph of this section, the security deposit shall be credited to the Seller (the security deposit shall not be returned to the bidder and shall be retained by the Seller).

In case referred to in the previous paragraph of this section, the Seller has the right (but shall not be obliged) to conclude an agreement with the bidder who submitted the second or next highest bid, without repeating the online public auction procedure. The new winning bidder shall be obliged to conclude a sales agreement in the manner and within the deadlines set out in the previous paragraph of this section.

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

VII. Mandatory content of sales agreement

The sales agreement must include at least the following mandatory content:

- a finding that the Seller is the owner of the item for sale according to the land register;
- a finding that a list of characteristics is an integral part of the sales agreement;
- the buyer's statement that a list of characteristics was delivered to it before the concluding of the sales agreement;
- a provision whereby the sales agreement shall be concluded on an "as-is" basis, which indemnifies the Seller from liability for evident or concealed legal and material defects of the item for sale;
- a provision whereby the buyer purchases the item for sale for the bid price set out in the buyer's bid and in the condition set out in the content of the list of characteristics, and that the surface area of the item for sale is defined as surface area taken from the land register;
- 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 demands be exercised on that basis;
- a provision whereby the subject of the agreement is hooked up to the water, electrical and sewerage networks, but the buyer will have to conclude a new agreement with each supplier, and in the event that the main valve and water meter are located on the neighbouring property of a duplex, easements will have to be arranged where possible;
- a provision whereby the payment of the purchase price shall be valid only:
 - 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 whereby in the event of any discrepancy with the provision of the previous indent of this section, 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;
- a provision whereby if the Seller does not approve the payment of the purchase price pursuant to the provision set out in the previous indent of this section, the purchase price shall be returned to the payer within an additional deadline of 3 days, and the Seller shall notify the buyer thereof;
- a provision whereby the buyer is obliged to pay the Seller a down payment amounting to 10% of the purchase price within five (5) days of the concluding of the sales agreement (whereby the security deposit shall count towards the down payment);
- a provision whereby the agreement is concluded under the suspensive condition that the buyer pays the down payment referred to in the previous indent of this paragraph within the deadline set out in the previous paragraph and submits proof of payment to the Seller, otherwise the sales agreement shall be deemed not to have been concluded;
- a provision whereby the down payment is included in the purchase price as the first instalment of the payment of the purchase price;
- a provision whereby the deadline for payment of the purchase price shall be no more than 60 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 the 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 statement from the buyer that they are aware of the content of the previous indent of this paragraph and that they understand its consequences, and therefore the contracting parties agree that the Seller shall not be required to send a separate written notification of withdrawal and that they hereby waive this right;
- a provision whereby the Seller undertakes to deliver the item for sale to the buyer no later than within fifteen (15) days of the payment of the entire purchase price, providing the buyer fulfils all of its obligations stemming from the sales agreement and any addenda thereto;
- a provision whereby the signatures of both contracting parties shall be notarised;
- a provision whereby the Seller submits to the buyer a land register permit required for the transfer of title to the item for sale from the Seller to the buyer immediately after the buyer pays the entire purchase price pursuant to the agreement;
- a provision whereby the proposal for the entry into the land register of the title shall be compiled and submitted to the court by the buyer at its own cost;
- the provision of an anti-corruption clause;
- a provision on data confidentiality;
- a provision whereby the sales agreement shall be deemed null and void in the event that after it is signed a connection becomes known between the buyer and the person that was the owner of the item for sale before the title to it was acquired by the Seller;
- a provision whereby disputes between the contracting parties shall be resolved by the court with subject-matter and territorial jurisdiction;
- a provision whereby the agreement shall enter into force on the day it is signed by both contracting parties and when the suspensive condition that the buyer pays the down payment referred to in the previous indent of this paragraph and submits proof of payment to the Seller within five (5) days of the signing of the sales agreement is met, otherwise the sales agreement shall be deemed not to have been concluded.

VIII. Costs of procedure and declaration of will

Bidders shall bear the costs of participation in the online public auction procedure regardless of their success in the procedure. The Seller reserves the right to amend the procedure and the conditions of sale.

By entering into this procedure, bidders agree to the terms and conditions of the implementation thereof pursuant to the general terms and conditions published at <https://edrazbe.si/sl/Splosni-pogoji> (hereinafter: General Terms and Conditions of the e-dražbe.si system) and explicitly also to the terms and conditions set out in this notice.

IX. Right to suspension and the exclusion of the Seller's liability for damages

The Seller reserves the right to change the planned course, rounds or other elements of the procedure at any time and without explanation, and may also suspend the online public auction process, sale and/or negotiations, and shall bear no liability whatsoever in this regard. Bidders may not file any claims against the Seller as the result of the aforementioned actions.

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

X. Inspection of items for sale, documentation and additional information

Potential bidders may inspect the items for sale upon prior agreement and can obtain additional information immediately after the publication of this notice from the property manager Iztok Vozelj at iztok.vozelj@dutb.eu or by phone at +396 (0)2 252 0710, **until 31 August 2018 inclusive**.

Inspections of the items for sale shall not be possible from the date of the expiry of the registration deadline hereunder to the date of acceptance of the item for sale in accordance with the provisions of the sales agreement.

XI. Applicable law and jurisdiction

The law of the Republic of Slovenia and the related conditions shall apply to this notice, and any disputes arising in connection herewith shall be resolved before the court of territorial and subject-matter jurisdiction in Ljubljana.

XII. Date and time of online public auction

The online public auctions for the items for sale shall be held at the following times:

Unit 1, entered in the land register as a condominium in a proportion of 254/500, 2nd FLOOR (section "B", S2) land register entry 5158, c.m. 302023, Umag, parcel no. 33/6, on **5 September 2018** starting at **9:30:00 am**;

Unit 5, entered in the land register as a condominium in a proportion of 257/500, 2nd FLOOR (section "B", S2) land register entry 5160, c.m. 302023, Umag, parcel no. 29/2, on **5 September 2018** starting at **10:00:00 am**;

Unit 2, entered in the land register as a condominium in a proportion of 245/500, 1st FLOOR (section "A", S1) land register entry 5162, c.m. 302023, Umag, parcel no. 33/5, on **5 September 2018** starting at **10:30:00 am**;

Unit 3, entered in the land register as a condominium in a proportion of 255/500, 2nd FLOOR (section "B", S2) land register entry 5162, c.m. 302023, Umag, parcel no. 33/5, on **5 September 2018** starting at **11:00:00 am**;

Unit 7, entered in the land register as a condominium in a proportion of 258/500, 2nd FLOOR (section "B", S2) land register entry 5161, c.m. 302023, Umag, parcel no. 28/1, on **5 September 2018** starting at **11:30:00 am**;

Unit 9, entered in the land register as a condominium in a proportion of 241/500, 1st FLOOR (section "A", S1) land register entry 5163, c.m. 302023, Umag, parcel no. 27/3, on **5 September 2018** starting at **12:00:00 noon**;

Unit 10, entered in the land register as a condominium in a proportion of 250/500, 2nd FLOOR (section "B", S2) land register entry 5156, c.m. 302023, Umag, parcel no. 28/3, on **5 September 2018** starting at **12:30:00 pm**;

Unit 11, entered in the land register as a condominium in a proportion of 250/500, 1st FLOOR (section "A", S1) land register entry 5156, c.m. 302023, Umag, parcel no. 28/3, on **5 September 2018** starting at **1:00:00 pm**;

Unit 12, entered in the land register as a condominium in a proportion of 254/500, 2nd FLOOR (section "B", S2) land register entry 5159, c.m. 302023, Umag, parcel no. 28/2, on **5 September 2018** starting at **1:30:00 pm**;

Unit 13, entered in the land register as a condominium in a proportion of 246/500, 1st FLOOR (section "A", S1) land register entry 5159, c.m. 302023, Umag, parcel no. 28/2, on **5 September 2018** starting at **2:00:00 pm**;

Unit 6, entered in the land register as a condominium in a proportion of 243/500, 1st FLOOR (section "A", S1) land register entry 5160, c.m. 302023, Umag, parcel no. 29/2, on **5 September 2018** starting at **2:30:00 pm**;

Unit 8, entered in the land register as a condominium in a proportion of 242/500, 1st FLOOR (section "A", S1) land register entry 5161, c.m. 302023, Umag, parcel no. 28/1, on **5 September 2018** starting at **3:00:00 pm**;

XIII. Rules of the online public auction

1. The public auction will be held exclusively online via the portal at <https://dutb.edrazbe.si>. Access is available using an up-to-date version of an online browser such as Internet Explorer, Mozilla Firefox, Safari, etc. or via smart a phone app (the e-Drazbe app on Google Play (for Android)). If the bidders' bids in the individual rounds of the online public auction are not submitted in accordance with the rules set out in this section, the Seller will not take them into account.
2. Bidders that send the Seller an online registration form on time and in the manner set out in Section III of this notice will receive the identification data required for access to the individual online public auction at the email addresses that they provide no later than **12:00 noon on 4 September 2018**. The identification data will uniquely identify the bidders, therefore they must protect it accordingly and not disclose it to third parties in order to avoid abuses. Only bidders that send a completed 'Details on Bidder' form on time with attached proof of payment of the security deposit (in the amounts and with reference numbers as set out in Section IV of this notice) may place bids.
3. Bidders will receive an identification marker (token) for each auction. The email message will contain precise information about which auction the identification marker (token) applies to and when the online public auction begins. The individual tokens will be used only for the auction for which they are intended (if a bidder has paid security deposits for several auction items, it will receive the same number of email messages as the number of security deposits it has paid, with different identification markers (tokens)).
4. In the event that a bidder does not receive an email message by the stated deadline with identification data for access to the online public auction, it should first check whether the message was sent to 'spam', or contact the help desk (tel. +386 (0)5 907 5608 or podpora@praetor.si). Bidders can also contact the help desk for other technical questions.
5. The online public auction is subject to the General Terms and Conditions of the edrazbe.si system, which are accessible at <https://www.edrazbe.si/sl/Splosni-pogoji> and to which bidders shall agree through identification in the information system.
6. Bidders may register for several online auctions for multiple properties. They must register for each online auction separately and submit the security deposit in advance (e.g. if they want to participate in the online auctions for 2 different villas, they must pay a security deposit for each registration and state the number of the unit to be auctioned).
7. In the event that only one bidder pays the security deposit, it shall be deemed to have registered for the online auction, but the online public auction shall be deemed unsuccessful if the bidder fails to meet the reserve price.
8. In the event of several bidders, the public auction shall be deemed successful if one bidder meets the reserve price.
9. The online public auctions will be held for 5 minutes with the possibility of extension by at most 15 minutes. The system for conditional extension is composed as follows: if any bidder raises their bid in the final minute of the public auction, the auction will be automatically extended for an additional minute (which will be visible to bidders in real time within the system). If any bidder raises their bid less than one minute before the expiry of the new (extended) deadline, the auction will be extended for

another minute and so on. This means that the auction will be extended as long as the bidders express interest, but for a maximum of 15 minutes. After twenty minutes, the public auction will no longer be extended and the auction will be won by the current highest bidder.

10. The starting bid for the items for sale is the reserve price less one bid increment (EUR 1,000.00). The auction shall be deemed successful if at least one bidder meets the reserve price (i.e. raises the starting bid to the reserve price for the item for sale).
11. The first bid increase constitutes agreement to and confirmation of the reserve price for the item for sale.
12. The minimum amount by which the reserve price shall be increased in a single round is EUR 1,000.00. The system will show all bidders registered in the system, from the beginning of the online public auction onwards, the time remaining until the conclusion of the online public auction, any extensions to the online public auction, the current highest bid (without stating the identity of the highest bidder), and the most recent bid of the bidder registered in the system. In the event that a bidder wishes to raise their bid by more than three times the minimum bid increment, the information system will provide a separate notice of the higher amount before the submission of such a bid, and the bidder must confirm that price in order for the bid to be sent into the information system.
13. Bidders are bound to their most recent bid until a higher bid is received; the bidder with the highest bid will win the auction.
14. Bidders' bids shall be binding from the moment they are submitted until the conclusion of the auction, and cannot be withdrawn or rescinded in any other manner.

Immediately after the conclusion of the online public auction, the system will generate a bid list for all registered bidders, which will show the entire course of the procedure, all bids received from all bidders stating their first and last names, the time of the bid and the highest bid received at the auction.

15. On the basis of the bidder's written consent, several persons can participate in the online auction for the items for sale on its behalf, whereby those persons must be listed in the registration, on the "Registration for open auction" online form, together with a statement of all of the identification data (name and surname or name of company, registered address or office, personal identification number (EMŠO) or registration number for corporates) and participating interest. It will not be possible to change the persons or list additional persons after the submission of the online form.
16. If a bidder raises the reserve price in the online public auction, it shall thereby confirm that it is familiar with the item for sale and the content of the online public auction, the reserve price, and that it has a clear knowledge of the relevant auction rules and notice. After joining the auction, no complaints regarding ignorance of the auction rules, the notice, the items for sale or the reserve prices may be made, and the Seller shall reject such complaints without explanation.
17. Objections to the auction procedure may be sent in writing, by registered mail with advice of delivery, to: Družba za upravljanje terjatev bank, d.d., Davčna ulica 1, 1000 Ljubljana, no later than two days after the conclusion of the online public auction. Objections shall be decided on by the Seller, and the complainant and any successful bidders will be notified of its decision.

Ljubljana, 13.08.2018

Seller:

Družba za upravljanje terjatev bank d.d. (Bank Asset Management Company)
Head of Real Estate Management
Andrej Lazar