CALL
TO SUBMIT BINDING BIDS FOR THE PURCHASE
OF LAND PLOTS in SOFIA, Bulgaria –
DUTB ID 105080

1. SUBJECT OF THE AGREEMENT

The subject of the agreement referred to in this call for binding bids to purchase land plots in the vicinity of the airport in Sofia, Bulgaria – DUTB ID 105040 (hereinafter referred to as: "the Call") - are the following real estate assets, which are being sold as a unit and are owned by Družba za upravljanje terjatev bank, d. d., company registration number 6339620000 ("Seller"):

1. Land plot with cadastral identification number 68134.8600.1401 (six, eight, one, three, four, point, eight, six, zero, zero, point, one, four, zero, one) with area 47 230 (forty-seven thousand two hundred and thirty) square meters according to the CCCR of the city of Sofia , approved by Order No. РД-18-61 / 27.09.2010 of the Executive Director of GCCA, last amended - by Order No КД-14-22-202 / 11.02.2013 of the Head of SGKK- Sofia, address: Sofia city, region "Kremikovtsi", district "Vrazhdebna", the area "Novoto livade", with permanent use of the territory urbanized, method of permanent use - "For another type of manufacturing, storage facility", old identification number: 68134.8600.115, 68134.8600.112, 68134.8600.95, 68134.8600.116, 68134.8600.111, 68134.8600.114 , 68134.8600.113, 68134.8600.93, 68134.8600.97, 68134.8600.96, 68134.8600.94. Plot number in the previous plan - district 23 (twenty-three), plot II (two), with neighbors: land plots with identification numbers: 68134.8600.1396, 68134.8600.1397, 68134.8600.1398, 68134.8600.92, 68134.8600.1400, 68134.8600.1340, 68134.8600.1394, 68134.8600.1343, 68134.8600.1395, which property is identical with Regulated land plot II-120077, 120078, 120080, 120081, 120082, 120083, 120085, 120095, 120097, 120106, 120107, 120108, 120110, 120111, 120113, 120114,120115,120116, "For manufacturing and public service" in District 23 (twenty-third), the area of "The Goliama Lokva - Commercial Park - Sofia" with an area of 47 238 (forty-seven thousand two hundred thirty-eight) square meters;

2. Land plot with cadastral identification number 68134.8600.1405 (six, eight, one, three, four, point, eight, six, zero, zero, point, one, four, zero, five) with area 38 173 (thirty-eight thousand one hundred seventy-three) square meters according to the CCCR of the city of Sofia , approved by Order No РД-18-61 / 27.09.2010 of the Executive Director of GCCA, last amended - by Order No КД-14-22-202 / 11.02.2013 of the Head of SGKK- Sofia, address: Sofia city, region "Kremikovtsi", district "Vrazhdebna" No 491 (four hundred ninety-one), the area "Novoto livade", with permanent use of the territory urbanized, method of permanent use - "For another type of manufacturing, storage facility", old identification number: 68134.8600.125, 68134.8600.131, 68134.8600.128, 68134.8600.127, 68134.8600.133, 68134.8600.145, 68134.8600.129, 68134.8600.128, plot number in the previous plan - district 22 (twenty-two), plot VIII (eighth), with neighbors: land plots with identification numbers: 68134.8600.1410, 68134.8600.1404, 68134.8600.124, 68134.8600.1406, 68134.8600.1407, 68134.8600.1342, 68134.8600.1340, which property is identical with Regulated land plot VIII - 371 120 126, 120 127, 120 128, 120 129, 120 130, 120 131, 120 132, 120 133, 120 145 "For manufacturing and public services", District 22 (twenty-two), "The Goliama Lokva" - Commercial Park - "Sofia", with an area of 38 179 (thirty-eight thousand one hundred seventy-nine) square meters;

3. Land plot with cadastral identification number 68134.8600.1407 (six, eight, one, three, four, point, eight, six, zero, zero, point, one, four, zero, seven) with area 44 535 (forty-four thousand five hundred thirty-five) square meters according to the CCCR of the city of Sofia , approved by Order No РД-18-61/27.09.2010 of the Executive Director of GCCA, last amended - by Order No КД-14-22-202 / 11.02.2013 of the Head of SGKK- Sofia, address: Sofia city, region "Kremikovtsi", district "Vrazhdebna" No 491 (four hundred ninety-one), the area "Novoto livade", with permanent use of the territory urbanized, method of permanent use - "For another type of manufacturing, storage facility", old identification number: 68134.8600.141, 68134.8600.149, 68134.8600.134, 68134.8600.140, 68134.8600.148, 68134.8600.138, 68134.8600.143, 68134.8600.143, 68134.8600.1343, 68134.8600.135, 68134.8600.144, 68134.8600.142, 68134.8600.139, 68134.8600.147, 68134.8600.137, 68134.8600.136, plot number in the previous plan -
district 22 (twenty-two), plot VIII (eight), plot I (one), with neighbors: land plots with identification numbers: 68134.8600.1410, 68134.8600.1406, 68134.8600.1409, 68134.8600.1408, 68134.8600.1342, 68134.8600.1405, which property is identical with Regulated land plot I - 120071, 120072, 120098, 120103, 120110, 120134, 120134, 120134, 120134, 120136, 120137, 120138, 120140, 120141, 120142, 120143, 120144, 120147, 120148, "For manufacturing and public services", District 22 (twenty-two), "The Great Lokva" - Commercial Park - "Sofia", an area of 44 544 (forty four thousand five hundred and forty-four) square meters;

4. Land plot with cadastral identification number 68134.8600.1338 (six, eight, one, three, four, point, eight, six, zero, zero, point, one, three, three, eight) with area 34 913 (thirty-four thousand nine hundred and thirteen) square meters according to the CCCR of the city of Sofia, approved by Order No. РД-18-61 / 27.09.2010 of the Executive Director of GCCA, last amended - by Order No КД-14-22-202 / 11.02.2013 of the Head of SGKK- Sofia, address: Sofia city, region "Kremikovtsi", district "Vrazhdebna", with permanent use of the territory urbanized, method of permanent use - "For another type of manufacturing, storage facility", old identification number: 68134.8600.100, 68134.8600.99, 68134.8600.103, 68134.8600.104, 68134.8600.101, 68134.8600.102 plot number in the previous plan - district 13 (thirteen), plot VI (six), with neighbors: land plots with identification numbers: 68134.8600.1335, 68134.8600.1343, 68134.8600.1337, 68134.8600.1340, 68134.8600.1339, 68134.8600.1330, 68134.8600.1333, 68134.8600.1334, which property is identical with Regulated land plot VI - 94017, 120065, 120068, 120069, 120075, 120076, 120100, 120101, 120105, 120109, 120112, 120142 - "For manufacturing and public services", District 13 (thirteen), "The Goliama Lokva" - Commercial Park - "Sofia", with an area of 34 919 (thirty-four thousand nine hundred and nineteen) square meters;

5. Land plot with cadastral identification number 68134.8423.308 (six, eight, one, three, four, point, eight, four, two, three, point, three, zero, eight) with area 6 469 (six thousand four hundred sixty-nine) square meters according to the CCCR of the city of Sofia, approved by Order No РД -18-61 / 27.09.2010 of the Executive Director of GCCA, last amended - by Order No КД -14-22-202 / 11.02.2013 of the Head of SGKK- Sofia, address: Sofia city, region "Kremikovtsi", Chelopechene, with permanent use of the territory urbanized, method of permanent use - "For another type of manufacturing, storage facility", old identification number: 68134.8601.1, number of previous plan - district 11 (eleven), plot VIII -120 102, 120 103, with neighbors: land plots with identification numbers: 68134.8600.1339, 68134.8423.309, 68134.8423.307, 68134.8423.301, which property is identical with Regulated land plot VIII - 120102, 120103 - "For manufacturing and public services", District 11 (eleven), "The Goliama Lokva - Commercial Park - Sofia" with an area of 6 469 (six thousand four hundred sixty-nine) square meters;

6. Land plot with cadastral identification number 68134.8600.1330 (six, eight, one, three, four, point, eight, six, zero, zero, point, one, three, three, zero) with area 2 216 (two thousand two hundred and sixteen) square meters according to CCCR of the city of Sofia, approved by Order No РД -18-61 / 27.09.2010 of the Executive Director of GCCA, last amended - by Order No КД -14-22-202 / 11.02.2013 the Head of of SGKK- Sofia, address: Sofia city, region "Kremikovtsi", district "Vrazhdebna", the area "Novoto livade", with permanent use of the territory urbanized, method of permanent use - "For another type of manufacturing, storage facility", old identification number: 68134.8600.106, number of previous plan - district 13 (thirteen), plot V-120074 (regulated land plot five for one hundred and twenty thousand seventy four), for neighbors: land plots with identification numbers: 68134.8600.1333, 68134.8600.1338, 68134.8600.1339, 68134.8600.1329, 68134.8600.1331, which property is identical with Regulated land plot V - 120074 (regulated land plot fifth for property one hundred and twenty thousand seventy four) - "For manufacturing and public service", District 13 (thirteen), "The Goliama Lokva - Commercial Park - Sofia", with an area 2 216 (two thousand two hundred and sixteen) square meters;

7. Land plot with cadastral identification number 68134.8600.1329 (six, eight, one, three, four, point, eight, six, zero, zero, point, one, three, two, nine) with an area of 1 418 (one thousand four hundred and eighteen) square meters, according to CCCR of the city of Sofia, approved by Order No РД-18-61 / 27.09.2010 of the Executive Director of GCCA, last amended - by Order No КД-14-22-202 / 11.02.2013 the Head of of SGKK- Sofia, address: Sofia city, region "Kremikovtsi", district "Vrazhdebna", the area
"Novoto livade", with permanent use of the territory urbanized, method of permanent use - "For another type of manufacturing, storage facility", old identification number: 68134.8600.106, 68134.8600.105, number of previous plan - district 13 (thirteen), plot IV-120 139 (regulated land plot four for one hundred and twenty thousand one hundred thirty-nine), with neighbors: land plots with identification numbers: 68134.8600.1331, 68134.8600.1330, 68134.8600.1339, 68134.8600.1328, which property is identical with Regulated land plot IV-120139 (regulated land fourth for property one hundred and twenty thousand one hundred thirty nine) - "For manufacturing and public service", District 13 (thirteen), "The Great Lokva - Commercial Park - Sofia", with an area of 1,418 (one thousand four hundred and eighteen) square meters;

The aforementioned real estate shall also be referred to jointly or individually as the “subject of the agreement”.

1.1. Knowledge about the subject of the agreement

With this Call, the potential buyer (bidder) is also made aware of the following:

- that the subject of the agreement shall be sold and purchased on an “as is” basis;
- that the subject of the agreement is mortgaged to Družba za upravljanje terjatev bank, d.d. in accordance with mortgages listed in Appendix 1 to this Call (Appendix 1 is part of the documentation which can be consulted in in accordance with the 3rd paragraph of Point 7 of this Call). The seller will arrange for a mortgage clearance confirmation to be issued immediately after the signing of the preliminary contract and lodging of the motion to clear the mortgage from the Property registry. Motions for freezing orders have also been lodged to the burden of the subject of the agreement, as listed in Appendix 1. The Seller is not obliged to ensure the deregistration from the Property register of the freezing orders as they are non-opposable to the Buyer and protect its rights and interests within the meaning of item 3 of Interpretative Decision No. 1/2015 of the General Assembly of the Civil and Commercial Colleges of the Bulgarian Supreme Court of Cassation;
- that the purpose of use of the subject of the agreement is agricultural;

2. BIDDING PROCEDURE

The process of selling the subjects of the agreement 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 Bulgaria pursuant to applicable legislation may participate in the sales process.

Bidders must submit their binding bids by certified post, enclosed in a sealed envelope addressed to: Družba za upravljanje terjatev bank, d.d., Davčna ulica 1, 1000 Ljubljana, marked: “DO NOT OPEN - BID FOR THE PURCHASE OF LAND PLOT IN SOFIA, Bulgaria - DUTB ID 105080”.

The Seller shall admit only formally complete bids for the purchase of the subject of the agreement, received within the deadline for submitting binding bids (also referred to here as the “bidding deadline”, in the manner specified in the 2nd paragraph of this Point, before expiration of the bidding deadline, provided the security deposit has been paid, as specified in Point 2.2. of this Call.

Furthermore, the bid to purchase the Subject of the Sale must also contain a correctly completed and duly signed statement as part of the KYC process described in the 3rd paragraph of Point 2 of this Call (Appendix 2 hereto).

The following shall be printed on the back of the envelope: the full name and address or the company name and registered office of the bidder.

The net indicative asking price of the subject of the sale is set at EUR 9,621,370.00 + associated 20% tax.

The associated tax will be stated in the sales agreement to be concluded at a later date and shall be paid by the buyer.
The deadline for submission of binding bids (bidding deadline) shall be 11 February 2020, at 11:59:59.

The bid shall be considered to have been submitted in good time if sent by registered post before the expiration of the bidding deadline.

When the bid is received by the seller as set out in paragraph 2 of this section, 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 or retract the bid, and it will no longer be possible to demand reimbursement of the security deposit except in the cases set out in paragraph 4 of section 2.2 of this Call.

The bidder shall be deemed to have submitted a new (corrected, amended) bid on time if it has withdrawn its original bid and submitted a new bid within the bidding deadline, whereby the date and time of submission of the new bid shall be considered as 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. The bidder whose bid was excluded from further evaluation will receive a refund of the security deposit in the same way as other non-selected bidders, in accordance with the 4th paragraph of section 2.2 of this call.

2.1. Contents of the binding bid

The Seller shall consider only substantively complete binding bids to purchase the subject of the agreement, signed by the bidder, submitted by completing the form “BINDING BID TO PURCHASE THE COMPLEX OF LAND PLOTS IN SOFIA, BULGARIA - DUTB ID 105080” (also referred to as the "Form" for the purposes of this Call).

Bids not made and submitted using the enclosed Form and mandatory enclosure (Confirmation of payment, which must state the date of payment) shall be disqualified from further evaluation and from the sale process.

The Form is available at the following address:

The bidder can fill out and print the Form at the above online address. If the bidder is unable to access the website where the Form can be found, they can ask the Seller’s representative for assistance with obtaining and completing the form.

The seller reserves the right to disqualify incomplete, incorrectly completed, illegible Forms from further evaluation and from the sale process. The bidder whose bid was excluded from further evaluation will receive a refund of the security deposit in the same way as other non-selected bidders, in accordance with the 4th paragraph of section 2.2 of this call.

Each bidder may submit multiple bids in the sale process, where one bid shall be counted as one (1) completed Form mentioned in the 1st paragraph of this Section, complete with the relevant mandatory enclosure (confirmation of payment of the security deposit, which must show the payment date) and sealed in one (1) sealed envelope, as specified in this Call. A new security deposit must be paid for each bid.

Packets containing more than one bid (Form) will be excluded from further procedure in the sales process. The bidder whose bid was excluded from further evaluation will receive a refund of the security deposit in the same way as other non-selected bidders, in accordance with the 4th paragraph of section 2.2 of this call.

The following two documents shall be considered a mandatory and essential component of the bid and a condition for its substantive and formal completeness:
- Duly completed Form (Appendix 3 hereto),
- Confirmation of payment, which must state the date of payment.

The bidder must also enclose with the Form a completed and signed KYC form (Appendix 2 hereto). In the event of failure to submit, or in the event of an incorrectly completed or unsigned statement referred to in the preceding paragraph, the seller reserves the right to invite the bidder to address the issue within a reasonable period of time.
The winning bidder shall subsequently be invited to provide additional information, pursuant to the Slovenian Prevention of Money Laundering and Terrorist Financing Act (ZPPDFT-1).

If the bidder is a foreign legal entity, they must provide a certified Slovenian translation of the extract from the relevant commercial register in which the company is registered as a legal entity, which must be apostilled and be no older than three months. In the event of failure to submit the extract referred to in the preceding paragraph, the seller reserves the right to invite the bidder to address the issue within a reasonable period of time.

Bids may be submitted in Slovene or English.

Bids are binding and irrevocable and shall be valid for ninety (90) days after the bidding deadline.

2.2. Security deposit

The bidder must make a 50,000.00 EUR security deposit in earnest (hereinafter referred to as “Security Deposit”) within the bidding deadline, specifically no later than the time the bid is submitted (confirmation of payment of the security deposit, indicating the payment date, is a mandatory enclosure to the Bid), remitted via bank transfer to the Seller’s transaction account no. SI56 2900 5 1319 162, Unicredit Banka Slovenija d.d., reference no. "105080-company registration number or birthdate", with the additional payment purpose specification "SECURITY DEPOSIT FOR THE PURCHASE OF THE COMPLEX OF LAND PLOTS IN SOFIA, BULGARIA, DUTB ID 105080"), as an essential element of the bid, as a mandatory requirement for the validity of the bid and the bidder’s eligibility in the bidding and sales process.

Bidders are hereby cautioned to check with their bank by which day the bank is able to execute the payment so that it shows up on the seller’s bank account in good time.

If the bidder, as a natural person or a legal entity, is selected as the winning bidder of this Call, and if they subsequently register a new legal entity in the Republic of Bulgaria of which the bidder is the majority shareholder, it will be possible for the payment of the purchase price to be done from the aforementioned legal entity’s bank account, however the winning bidder will be required to present the relevant documentation to that effect prior to executing the preliminary sales agreement.

The security deposit shall not accrue interest. Non-winning bidders shall receive refunds of their respective security deposit within:

- five (5) days of executing the preliminary sales agreement for the subject of the agreement with the winning bidder; or
- five (5) days of sending of the notice to the bidder that the call for bids has been revoked; or
- ninety (90) days from the bidding deadline.

The bidder will receive a refund of the security deposit to the same bank account from which the security deposit was paid, in accordance with the 1st paragraph of section 2.2 of this Call.

In the event that the bidder does not pay the bid bond within the submission deadline, specifically until the submission of the bid, and at the same time no deposit can be seen on the Seller’s bank account no later than one (1) working day after the submission deadline, that bidder’s bid will be excluded from further procedure and the sales process.

The security deposit 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 security deposit made by the winning bidder in the relevant binding bid selection process, provided said bidder has signed the contract of sale for the subject of the preliminary sales agreement in question, shall count towards the down payment made in earnest, as confirmation of intent to execute the preliminary sales agreement in the future.
2.3. Opening of the binding bids

Within thirty (30) days of the Bidding Deadline, the opening of the binding bids shall be performed by a three-(3-) member committee sitting at the seller’s headquarters. The opening of binding bids shall be public. The Seller plans to notify bidders about the time and place of the opening of binding bids within three (3) business days of the expiry of the bidding deadline.

2.4. Selection criteria and method of selecting the winning bidder

The winning bidder shall be selected on the basis of the highest bid price criterion, whereas the Seller reserves the right to conduct additional negotiations with any bidder (if a public bid opening is held) or not to select any bidder in the procedure, i.e. it is not obliged to conclude a sales agreement for the subject of the agreement with any bidder for the item for sale or enter into any other legal relationship, as provided in section 2.3 hereof.

All public levies and charges incurred in connection with the execution and implementation of the preliminary sales agreement, including any notarial fees (except costs of notarization of the Seller’s signature on the executed preliminary sales agreement), shall be paid by the winning bidder - the buyer.

2.5. Notices to winning bidders

The seller shall notify all bidders (winning and non-winning) of the selection of the winning binding bid for the COMPLEX OF LAND PLOTS IN SOFIA, Bulgaria – DUTB ID 105080 via e-mail address indicated in the offer Form, or by certified mail (“Notice”) within not more than 10 days from the date of approval of the sale by the relevant credit and investment committee. Alternatively, all bidders will be notified that the bidding process has been revoked.

Non-winning bidders will have the option of filing an appeal, as provided in section 6 of this Call.

3. EXECUTION OF THE PRELIMINARY SALES AGREEMENT

The seller will execute a preliminary sales agreement for the subject of the agreement with the most advantageous bidder, that is the highest bidder, provided the bidder meets all the criteria stipulated in the bidding documentation.

The winning bidder shall be notified of the acceptance of their binding bid in the manner specified in section 2.5 of this Call.

The winning bidder shall subsequently be invited to provide additional information, pursuant to the Slovenian Prevention of Money Laundering and Terrorist Financing Act (ZPPDFT-1).

Prior to signing the preliminary sales agreement, if so required by the seller’s Compliance department, the winning bidder shall be required, within five (5) days from being urged to do so by the seller, to prove the source of his own funds, and in the event of a bank loan, the bidder shall be required to submit a letter of guarantee from the bank, certifying that the bank has granted the funds necessary to purchase the subject of the agreement, where the bidder was selected as the winning bidder.

The Seller reserves the right to choose no bidder, and shall not be obligated to execute a preliminary sales agreement with respect to the subject of the agreement with any of the bidders, or enter into any other legal relationships with said bidders.

Subject to meeting the requirements stipulated in paragraphs 3 and 4 of this Point, the best bidder will be sent a preliminary sales agreement, based on the draft preliminary sales agreement which is enclosed hereto as Appendix 4. The best bidder shall be required to sign the preliminary sales agreement within eight (8) days of receipt. If the winning bidder should fail to sign the preliminary sales agreement within eight (8) days of receipt,
it shall be deemed that the winning bidder withdrew from execution of the preliminary sales agreement, and the Deposit shall be withheld by the Seller (i.e. it shall not be refunded to the winning bidder and shall be kept by the Seller).

In cases where the winning bidder withdrew from execution of the preliminary sales agreement, as mentioned in the preceding paragraph of this Point, the seller shall have the right (but not the obligation) to enter into an agreement with any bidder who has submitted a suitable and valid binding bid for the subject of the agreement, without having to repeat the call for bids, and shall do so within ninety (90) days of the bidding deadline at the latest. The potential newly-invited bidder shall be obligated to commence procedures to execute the preliminary sales agreement in the manner stipulated in the 2nd paragraph of this section. If the newly-invited bidder should proceed to sign the preliminary sales agreement, he shall be subject to the stipulations of the 3rd, 4th, 5th and 6th paragraphs of this section.

All public levies and charges incurred in connection with the execution and implementation of the preliminary sales agreement, including any notarial fees but excluding the costs of notarial attestation of the seller's signature, shall be paid by the winning bidder - the buyer, pursuant to the general terms and conditions of sale and the preliminary sales agreement.

In terms of contracting parties and co-ownership considerations when preparing and executing the preliminary sales agreement, the seller shall consider the information about the co-ownership and equity shares disclosed in the Form.

3.1. Mandatory elements of the preliminary sales agreement

A draft of the preliminary sales agreement is enclosed with this Call as Appendix 4 and the Bidder confirms it by submitting a bid.

4. COSTS OF THE PROCEDURE AND DECLARATION OF WILL

Bidders shall cover the costs of participation in the bidding process, regardless of the result. The Seller reserves the right to change the proceedings and terms of the sale.

By participating in the bidding procedure, bidders agree to the terms of the procedure, including those specified herein.

5. RIGHT OF CANCELLATION (REVOCATION) AND LIABILITY

The Seller reserves the right to refuse all bids, thereby revoking the process of collection of binding bids, sale and/or negotiations, at any time (but only until the legal transaction is executed), and shall bear no liability whatsoever in this regard. Bidders shall not have any claims against the Seller as a result of the aforementioned actions. Bidders will be sent a notice cancelling the binding bids collection process in the manner stipulated in Section 2.5 of this Call. In such an event, the seller shall not reimburse the bidders for any costs incurred in this regard.

The seller's liability is entirely excluded.

6. APPEAL

Unsuccessful bidders have the right to file an appeal. Appeals are to be filed within five (5) business days after being receiving a notice of the seller's decision.

Appeals are to be filed in writing, either directly with the seller, by registered mail with receipt confirmation sent to: Družba za upravljanje terjatev bank, d.d., Davčna ulica 1, 1000 Ljubljana.
The appeal should contain a detailed explanation of the reasons for the appeal. The applicant should state the name and address of the party filing the appeal, the ID designation (RE ID) of the relevant real estate, the alleged violations, facts and evidence supporting the violations.

7. VIEWING OF THE SUBJECT OF THE AGREEMENT AND ADDITIONAL INFORMATION

Potential bidders may obtain additional information regarding the subject of the agreement by contacting the seller's representative Andrej Filipić, tel. +386 01 429 34 79 or 040 424 060, email andrej.filipic@dutb.eu, during business days 9am-3pm, up to and including 07 February 2020.

Viewing will be arranged by prior agreement with the seller's representative mentioned in the previous paragraph of this section.

In order to gain (VDR) access to the confidential documentation, the bidder must sign a NON-DISCLOSURE AGREEMENT (NDA) and pay a security deposit, as stipulated in the 1st paragraph of Section 2.2. of this Call.

8. APPLICABLE LAW AND JURISDICTION

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

Ljubljana, 13 December 2019

Appendices:
- 1 – List of mortgages and freezing orders – only available via the VDR;
- 2 - Statements;
- 3 - Form;
- 4 - Draft preliminary sales agreement.

Seller:

Družba za upravljanje terjatev bank, d.d.
Director of Real-Estate Management
Andrey Lazar

[Signature]

Družba za upravljanje terjatev bank, d.d.
Davčna ulica 1
1000 Ljubljana

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