

<b>PRODAJNA PREDPOGODBA</b> <b>št. PP-__-2022-5044</b>	<b>PRELIMINARY SALES CONTRACT</b> <b>no. PP-__-2022-5044</b>
<b>dogovorjena in sklenjena med</b>	<b>concluded by and between</b>
<b>prodajalcem:</b> <b>Družba za upravljanje terjatev bank, d.d.,</b> Davčna ulica 1, 1000 Ljubljana, ki jo zastopa v. d. izvršnega direktorja Žiga Pfeifer matična številka: 6339620000, ID št. za DDV: SI 41251482	<b>Seller:</b> <b>Družba za upravljanje terjatev bank, d.d. (Bank Asset Management Company – BAMC),</b> Davčna ulica 1, 1000 Ljubljana, represented by the acting CEO Mr Žiga Pfeifer registration no: 6339620000, ID for VAT: SI 41251482
<b>in</b>	<b>and</b>
<b>kupcem:</b> <i>fizična oseba:</i> _____ _____, _____, _____ osebni dokument (osebna izkaznica ali potni list): EMŠO: _____ davčna                      številka: _____ številka transakcijskega računa: _____, odprt pri banki _____ (Potrjen bančni račun)	<b>Buyer:</b> <i>natural person:</i> _____ _____, _____, _____ identification document (identity card or passport): personal identification no.: _____ tax no.: _____ bank                      account                      no.: _____, held at bank (Approved Bank Account)
<i>pravna oseba:</i> _____ _____, _____, _____ ki                      jo                      zastopa _____ matična                      številka: _____,                      davčna številka/ ID št. za DDV: _____ številka transakcijskega računa: _____, odprt pri banki _____ (Potrjen bančni račun)	<i>legal entity:</i> _____ _____, _____, _____ represented                      by _____ registration                      number: _____,                      tax number/VAT                      ID                      no.: _____ bank                      account                      no.: _____, held at bank _____ (Approved Bank Account)
<b>Prodajalec in kupec se v nadaljevanju skupaj imenujeta »pogodbeni stranki«, vsak od njiju pa »pogodbena stranka« ali »stranka«.</b>	<b>The Seller and the Buyer are hereinafter collectively referred to as "the Contracting Parties" and each of them as the "Contracting Party" or "party".</b>

Pogodbeni stranki se na podlagi 19. člena Zakona o obligacijskih razmerjih dogovorita kot sledi:

**1. člen  
(Ugotovitvene določbe)**

Pogodbeni stranki uvodoma kot nesporno ugotovita:

1. da je prodajalec lastnik **urejenega zemljišča** s katastrsko številko **51500.505.98** (enainpetdeset tisoč petsto, pika petsto pet, pika osemindesetdeset), na katastrskem načrtu in registru nepremičnin mesta Nessebar, občina Nessebar, regija Burgas, s površino parcele 6.745,00 (šest tisoč sedemsto petinštirideset) kvadratnih metrov, ki predstavlja zemljišče UPI II (drugi), v okrožju 18 (osemnajst), po načrtu "Sunny Beach - East", občina Nessebar, regija Burgas, s površino 6.746 (šest tisoč sedemsto šestinštirideset) kvadratnih metrov, odobreno z ukazom št. 770 z dne 19.10.2004 župana občine Nessebar, skupaj z vgrajenim hotelskim kompleksom "Oasis", ki je po skici št. 15-1070355 z dne 25.11.2019 državnega okrožnega sodišča mesta Nessebar z identifikacijsko številko 51500.505.98.1 (enainpetdeset tisoč petsto, pika, petsto pet, pika, osemindesetdeset, pika, ena) po katastrski mapi in registru nepremičnin mesta Burgas. Nessebar, občina Nessebar, regija Burgas, z upravnim naslovom stavbe - mesto Nessebar, OASIS №1, z zazidano površino 1.777 (tisoč sedemsto sedemindesetdeset) kvadratnih metrov, število nadzemnih nadstropij 9 (devet), skupaj z bazenom za odrasle s površino 655 kvadratnih metrov in otroški bazen s površino 55 kvadratnih metrov, katerega hotelski kompleks "Oasis" sestavljajo ločeni objekti, navedeni v Prilogi 1 (ena): Prodajalec (v nadaljevanju: **pogodbeni predmet**);
2. da k pogodbenemu predmetu pripada tudi oprema (v nadaljevanju »premičnine«), njen seznam je Priloga št. 2 (dva) k tej pogodbi kot njen sestavni del;
3. da se premičnine prodajajo brez dokumentacije in garancijskih listov in da kupec izrecno izjavlja, da je seznanjen z morebitnimi količinskimi odstopanji med dogovorjeno količino in dejansko količino premičnin iz Priloge 2 in je pripravljen skleniti prodajno pogodbo ter plačati kupnino, prodajalec pa ne odgovarja za količinska odstopanja med ugotovljeno – dogovorjeno količino in dejansko količino premičnin;

The Contracting parties hereby agree, on the grounds of Art. 19 of the Obligations and Contracts Act as follows:

**Article 1  
(Recitals)**

The Contracting parties establish the following as indisputable:

1. **Regulated Land plot** with cadastral № **51500.505.98** (fifty-one thousand five hundred, point five hundred and five, point ninety-eight), on the cadastral map and cadastral registers of the town of. Nessebar, Nessebar Municipality, Burgas Region, with a plot area of 6 745,00 (six thousand seven hundred forty-five) square meters, which land property is–UPI I" (second), in district 18 (eighteenth), according to the plan of "Sunny Beach - East", Nessebar Municipality, Burgas Region, with an area of 6 746 /six thousand seven hundred and forty-six/ square meters, approved by Order № 770"of 19"10.2004 of the Mayor of Nessebar Municipality, together with the Hotel Complex "Oasis" built therein, which, according to sketch № 15-1070355 of 25.11.2019 of the State District Court of the City of Nessebar is with identification number 51500.505.98.1 /fifty-one thousand and five hundred, point, five hundred and five, point, ninety-eight, point, one/ according to the cadastral map and cadastral registers of the town of Burgas. Nessebar, Nessebar Municipality, Burgas Region, with administrative address of the building - the town of Nessebar, OASIS №1, with a built-up area of 1 777 /thousand seven hundred and seventy-seven/ square meters, number of above-ground floors 9 /nine/, together with swimming pool for adults with area of 655 sq.m. and children pool with area of 55 sq.m. which Hotel Complex "Oasis" consist of the separate objects listed in Annex 1 (one): Seller(hereinafter: **subject of the contract**);
2. that the subject of the contract also contains the equipment/items (hereinafter: movable property) listed in Annex2 (two) to this contract, which is an integral part thereof;
3. that the movable property is being sold without any documentation or warranties, and the Buyer explicitly states that he is aware of the fact that there may be quantitative deviations between the agreed quantity and the actual quantity of movable property stated in Annex 2 and he is willing to conclude a Final Sales Contract and pay the purchase

<p>4. da na dan sklenitve te pogodbe pri pogodbenemu predmetu ni vpisanih plomb oz. s pogodbenim predmetom ni povezana nobena zemljiškoknjižna zadeva, o kateri še ni pravnomočno odločeno;</p> <p>5. da kupec kupuje pogodbeni predmet kot končni (VARIANTA: vmesni) kupec;</p> <p>6. VARIANTA: da je pri pogodbenemu predmetu vpisana plomba za vknjižbo _____ v korist osebe/podjetja _____ o katerem vpisu v zemljiško knjigo še ni bilo odločeno s strani zemljiškoknjižnega sodišča (Dn _____);</p> <p>7. VARIANTA: da je pogodbeni predmet obremenjen s hipoteko družbe _____ (ID _____), katere izbris bo prodajalec zagotovil z izdajo izbrisne pobotnice takoj po podpisu te pogodbe in vložil predlog za izbris v zemljiško knjigo;</p> <p>8. VARIANTA: da je prodajalec pridobil pogodbeni predmet v last na podlagi pravnomočnega Sklepa o izročitvi nepremičnine kupcu Okrožnega sodišča v _____ opr. št. _____ z dne _____, po katerem se izbrišejo pravice in bremena v skladu z določbami 89. čl. Zakona o zemljiški knjigi;</p> <p>9. VARIANTA: da je pri pogodbenemu predmetu vpisana služnostna pravica z ID pravice / zaznambe _____;</p> <p>10. VARIANTA: da je pogodbeni predmet, razen tega, kar je navedeno v ____ točki tega člena, prost vseh drugih bremen; VARIANTA: da je pogodbeni predmet prost vseh bremen;</p> <p>11. da je bil pogodbeni predmet zgrajen in se uporablja na podlagi:</p> <ol style="list-style-type: none"> <li>1. Gradbeno dovoljenje št. 28, izdano dne 23. marca 2002 s strani občine Nessebar,</li> <li>2. Gradbeno dovoljenje št. 99 izdano 01. novembra 2004 s strani občine Nessebar,</li> <li>3. Zakon o legalizaciji št. 33/ 10.06.2003, ki ga je izdala občina Nessebar,</li> </ol>	<p>price and the Seller shall not be liable for any quantitative/ quality deviations;</p> <p>4. that on the day this contract is concluded, there were no notices of pending action entered in the land register with regard to the subject of the contract and that the subject of the contract was not subject to any pending land registry claim not yet decided by a final resolution;</p> <p>5. that the Buyer shall buy the subject of the contract as the final (VARIANT: intermediate) Buyer;</p> <p>6. VARIANT: that a notice of pending action has been entered in the land register with regard to the subject of the contract for the entry of _____ in favour of natural person/company _____, the entry of which in the land register has yet to be decided by the land register court (Dn _____);</p> <p>7. VARIANT: that the subject of the contract is encumbered by a mortgage created by company _____ (ID _____), the deletion of which shall be ensured by the Seller by issuing a vacating receipt directly after signing this contract and filing a motion to delete it from the land register;</p> <p>8. VARIANT: that the Seller acquired ownership of the subject of the contract on the basis of a final decision issued by the District Court in _____ ref. no. _____ of _____, releasing the property to the Buyer, under which rights and encumbrances are deleted in accordance with the provisions of Article 89 of the Land Register Act;</p> <p>9. VARIANT: that an easement right has been recorded against the subject of the contract, referenced with ID of right / notice of pending action _____;</p> <p>10. VARIANT: that the subject of the contract, apart from as described in point __ of this article, is free from all encumbrances; VARIANT: that the subject of the contract is free of all encumbrances;</p> <p>11. that the subject of the contract was constructed and is used on the basis of:</p> <ol style="list-style-type: none"> <li>1. Construction permit No. 28 issued on 23 March 2002 by the Nessebar Municipality,</li> <li>2. Construction permit No. 99 issued on 01. November 2004 by the Nessebar Municipality,</li> <li>3. Legalisation Act No. 33/ 10.06.2003 issued by Nessebar Municipality,</li> </ol>
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<p>4. Zakon o legalizaciji št. 42/ 24.07.2003, ki ga je izdala občina Nessebar,</p> <p>5. Uporabno dovoljenje izdano dne 25.09.2003 pod opr. št. 516 s strani Ministrstva za regionalni razvoj in javna dela, Direkcija Državni gradbeni nadzor,</p> <p>6. Uporabno dovoljenje izdano dne 21.06.2005 pod opr. št. DK-06-1117 s strani Ministrstva za regionalni razvoj in javna dela, Direkcija Državni gradbeni nadzor,</p> <p>7. Notarski zapis št. 112, zvezek 16, registrska številka 15794, zadeva 3018/2021 notarja Stoyana Angelova št. 208, vpisana v registru lastninskih pravic št. 9325 z dne 11.10.2021, akt št. 123, zvezek 30,</p> <p>8. Akt o prenosu z dne 16.12.2020, ki ga je izdal sodni izvršitelj Delyan Nikolov, vpisan z registrsko številko 1581 nepremičninskega registra od 01.04.2021, akt št. 83, zvezek 5;</p> <p>12. da je bil kupec kot najugodnejši ponudnik izbran na javnem razpisu zbiranja zavezujočih ponudb, za nakup GRAND HOTELA OASYS v Bolgariji, z dne _____.2022 (v nadaljevanju »zbiranje ponudb«);</p> <p>13. <b>VARIANTA (kredit):</b> da je kupčeva poslovna banka _____ s sedežem v Sloveniji oz. EU (v nadaljevanju Potrjena poslovna banka v Sloveniji oz. EU), dne _____.2022 podala izjavo, v kateri je potrdila, da je (<b>VARIANTA:</b> s sklepom __/__/ dne _____.2022) osebi _____ / družbi _____ odobrila namensko dolgoročno posojilo za nakup pogodbenega predmeta, ter da bo po podpisu sporazuma o zavarovanju denarne terjatve pri izbranem notarju, v roku v roku enega (1) delovnega dne po izvedenem hipotekarnem naroku nakazala znesek _____,00 EUR po tej pogodbi;</p> <p>14. da si je kupec ob prisotnosti predstavnika prodajalca pogodbeni predmet ogledal pred sklenitvijo prodajne pogodbe;</p> <p>15. da ima prodajalec pogodbeni predmet v posesti in da glede njega ne obstoji najemna ali druga pogodba, ki bi kakorkoli obremenjevala pogodbeni predmet ali ki bi lahko kakorkoli omejevala pravico kupca do posesti pogodbenega predmeta.</p>	<p>4. Legalisation Act No. 42/ 24.07.2003 issued by Nessebar Municipality,</p> <p>5. Use permit issued on 25 September 2003 under ref. no. 516 by the Ministry of Regional Development and Public Works, Direction National Construction Control,</p> <p>6. Use permit issued on 21 June 2005 under ref. no. DK-06-1117 by the Ministry of Regional Development and Public Works, Direction National Construction Control,</p> <p>7. Notary deed No. 112, volume 16, registration number 15794, case 3018/2021 of Notary Stoyan Angelov No. 208, registered with the Property Register registration number 9325 from 11.10.2021, Act No. 123, Volume 30,</p> <p>8. Deed of transfer dated 16.12.2020 issued by bailiff Delyan Nikolov registered with the Property Register registration number 1581 from 01.04.2021, Act No. 83, Volume 5;</p> <p>12. that the Buyer was selected as the best bidder in a public call for binding bids for the purchase of GRAND HOTEL OASYS in Bulgaria of _____.2022 (hereinafter: the bidding procedure);</p> <p>13. <b>VARIANT (loan):</b> that the Buyer's commercial bank _____ established in Slovenia or the EU (hereinafter: approved commercial bank in Slovenia or the EU), on _____.2022 issued a statement in which they confirmed that they had approved (<b>VARIANT:</b> by resolution __/__/ of _____.2022) a purpose-specific long-term loan for the purchase of the subject of the contract, and that following the signing of an agreement securing the pecuniary claim before the selected notary public, they will, within one (1) business day of completion of the mortgage hearing, transfer the amount of EUR _____,00 under this contract;</p> <p>14. that the Buyer inspected the subject of the contract in the presence of a representative of the Seller before concluding the contract of sale;</p> <p>15. that the Seller is in possession of the subject of the contract and that no lease or other agreement exists with regard to the subject of the contract that could in any way encumber the subject of the contract or in any way limit the right of the Buyer to the possession of the subject of the contract.</p>
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<p style="text-align: center;"><b>2. člen</b> <b>(Pogodbeni predmet)</b></p>	<p style="text-align: center;"><b>Article 2</b> <b>(Subject of the contract)</b></p>
<p>Prodajalec po načelu »videno-kupljeno« proda, kupec pa kupi pogodbeni predmet, kot je opredeljen v 1. točki 1. člena te pogodbe in pripadajoče premičnine, ki so navedene v Prilogi 2, ki je sestavni del te pogodbe.</p> <p>Ta pogodba predstavlja po vsebini predpogodbo po 1. odstavku 19. člena Zakona o obligacijskih razmerjih in se pogodbeni stranki zavezujeta, da bosta pred notarjem sklenili končni dogovor v obliki notarskega zapisa (»<b>notarski zapis</b>«) ob upoštevanju določb in pogojev te pogodbe.</p> <p>Morebitno odstopanje med pogodbeno ugotovljeno – dogovorjeno površino in dejansko površino pogodbenega predmeta, ne pomeni spremembe predmeta pogodbe in iz tega razloga pogodbe ni mogoče razdreti, niti uveljavljati nobenih zahtevkov.</p> <p>Kupec izjavlja:</p> <ul style="list-style-type: none"> <li>➤ da si je pogodbeni predmet podrobno ogledal ter je preučil vso s pogodbenim predmetom povezano dokumentacijo in relevantna dejstva (izrecno tudi parcelne meje in lastnosti pogodbenega predmeta ter vse ostale okoliščine v zvezi z njim oz. gradnjo pogodbenega predmeta);</li> <li>➤ da je podrobno seznanjen s pravnim in dejanskim stanjem pogodbenega predmeta in je v zvezi s tem, izrecno tudi glede ugotovitev iz 1. člena te pogodbe ter pravnih posledic nakupa pogodbenega predmeta, pridobil nasvet s svoje strani najetega strokovnjaka;</li> <li>➤ da ima pogodbeni predmet vse potrebne in dogovorjene lastnosti ter ustreza nameravani rabi oz. namenu zaradi katerega ga kupec kupuje;</li> <li>➤ da se glede na prej navedeno kupec odpoveduje vsem morebitnim zahtevkom do prodajalca, izrecno tudi zahtevkom iz naslova jamčevanja za očitne in skrite pravne in stvarne napake pogodbenega predmeta in sta pogodbeni stranki sporazumni, da je prej navedeno jamčevanje prodajalca izključeno.</li> </ul>	<p>The Seller shall sell, and the Buyer shall buy the subject of the contract as defined in point 1 of Article 1 of this contract on an “as-is” basis, and the corresponding movable property (items) that is listed in Annex 2 that constitutes an integral part hereof.</p> <p>This contract constitutes a preliminary contract under article 19 (1) of the Obligations and Contracts Act and the Contracting parties undertake to execute the final agreement in the form of a notary deed (“<b>Notary Deed</b>”) before a notary, subject to the terms and conditions of this Contract.</p> <p>Any discrepancy between the surface area set out/agreed upon in the contract and the actual surface area of the subject of the contract shall not constitute a change to the subject of the contract and the contract cannot be dissolved nor any claim made on these grounds.</p> <p>The Buyer hereby declares:</p> <ul style="list-style-type: none"> <li>➤ that it has inspected the subject of the contract in detail and studied all documentation relating to the subject of the contract and relevant facts (here explicitly including the parcel boundaries and characteristics of the subject of the contract, and all other circumstances related to construction of the subject of the contract);</li> <li>➤ that it is fully aware of the legal status and actual condition of the subject of the contract, and that in this respect, in particular regarding the findings referred to in Article 1 of this contract and the legal implications of purchasing the subject of the contract, it has obtained advice from an expert hired for this purpose;</li> <li>➤ that the subject of the contract possesses all the required and agreed characteristics, and complies with the intended use and purpose pursued by the Buyer with this purchase;</li> <li>➤ that in light of the above the Buyer waives any potential claims against the Seller, specifically including those under the title of warranties for any evident or concealed legal and material defects in the subject of the contract and the Contracting parties agree that these warranties of the Seller shall be excluded.</li> </ul>
<p style="text-align: center;"><b>3. člen</b> <b>(Kupnina)</b></p> <p>Pogodbeni stranki izjavljata, da poznata tržne razmere, ki zadevajo cene nepremičnin. Glede na prej navedeno</p>	<p style="text-align: center;"><b>Article 3</b> <b>(Purchase price)</b></p> <p>The Contracting parties hereby declare that they are familiar with the market conditions relating to prices of</p>

pogodbeni stranki sporazumno določata kupnino za pogodbi predmet na \_\_\_\_\_ EUR, pri čemer se od dela kupnine v višini \_\_\_\_\_ EUR plača DDV po stopnji 20% v višini \_\_\_\_\_ EUR, kar vse skupaj znaša \_\_\_\_\_ **EUR (z besedo: \_\_\_\_\_ /100 evrov) z vključenim DDV**, in sicer:

- 3.1. za **urejeno stavbno zemljišče** s katastrsko številko **51500.505.98**, kupnino v neto vrednosti \_\_\_\_\_ EUR in DDV v višini \_\_\_\_\_ EUR;
- 3.2. za stavbo hotelskega kompleksa »OASYS«, opisanega v Prilogi 1, kupnino v vrednosti \_\_\_\_\_ EUR;
- 3.3. za premičnine **iz Priloge 2** (oprema), kupnino v neto vrednosti \_\_\_\_\_ EUR, povečano za DDV v znesku \_\_\_\_\_ EUR.

#### **4. člen (Obdavčitev)**

Pogodbeni stranki ugotavljata, da pogodbeni predmet predstavljajo:

1. urejene zemljiške parcele in po čl. 45. 1. odst. v zvezi s 1. odst. 5. 1. točke Zakona o davku na dodano vrednost se od prodajne cene urejenega zemljišča obračuna 20 % DDV;
2. stavba hotelskega kompleksa "Oasis" in v skladu s čl. 45, 3. odst. Zakona o davku na dodano vrednost se od prodajne vrednosti objekta ne obračuna DDV;
3. premičnine iz Priloge 2 in po Zakonu o davku na dodano vrednost se od prodajne vrednosti premičnin obračuna 20% DDV.

#### **5. člen VARIANTA (kupec ni predkupni upravičenec/proračunski uporabnik): (Ara)**

V roku **treh (3) dni** od obojestranskega podpisa te pogodbe je v znamenje, da je ta pogodba sklenjena, kupec dolžan plačati prodajalcu aro v skladu s 93. členom Zakona o obligacijskih razmerjih v višini 10% kupnine, to je \_\_\_\_\_ EUR ter DDV v višini \_\_\_\_\_ EUR, na transakcijski račun prodajalca št. SI56 2900 0005 1319 162, voden pri Unicredit banka Slovenija d.d., sklic: SI00 \_\_\_\_-2022-5044, namen nakazila »Plačilo are po pogodbi PP-\_\_\_\_-2022-5044«, zato se šteje, da je ta pogodba sklenjena, ko je ara dana, sicer se šteje ta pogodba za razdrto.

real estate. In light of the above, the Contracting parties hereby mutually determine the purchase price for the subject of the contract in the total amount of EUR \_\_\_\_\_, a portion of which in the amount of EUR \_\_\_\_\_ is subject to 20% VAT, which amounts to EUR \_\_\_\_\_, bringing the total to **EUR \_\_\_\_\_ (in words: \_\_\_\_\_ /100 euros) VAT included**, as follows:

- 3.1. Purchase price of **Regulated Land plot** with cadastral **№ 51500.505.98** in the amount of EUR \_\_\_\_\_ VAT not included and VAT in the amount of EUR \_\_\_\_\_;
- 3.2. Purchase price of the building Hotel Complex "Oasis" described in Annex 1 in the amount of EUR \_\_\_\_\_;
- 3.3 Purchase price of movable property **described in Annex 2** in the amount of EUR \_\_\_\_\_ VAT not included and VAT in the amount of EUR \_\_\_\_\_;

#### **Article 4 (Taxation)**

The Contracting parties initially establish and agree that the subject of the contract consists of:

- 1.Regulated land plots and according to Art. 45, par 1 in connection with par. 5, item 1 of Value Added Tax Act over the sale-purchase price of the Regulated land plot shall be charged 20% VAT.
2. Building Hotel Complex "Oasis« and according to Art. 45, par. 3 of Value Added Tax Act over the sale-purchase price of the building shall not be charged VAT.
3. Movable property listed in Annex 2 and according to Value Added Tax Act over the sale-purchase price of the Movable property shall be charged 20% VAT.

#### **Article 5 VARIANT (the Buyer is not a holder of a pre-emptive right/budget user): (down payment)**

Within **three (3) days** of this contract being signed by both parties, as a sign that the contract has been concluded, the Buyer is required to pay the Seller a down payment representing deposit under Art. 93 from the Obligations and Contracts Act in the amount of 10% of the purchase price, i.e. **EUR \_\_\_\_\_** and VAT in the amount of EUR....., to the Seller's current account No. SI56 2900 0005 1319 162, held at UniCredit Banka Slovenija d.d., with ref. no.: SI00 \_\_\_\_-2022-5044, purpose of transfer: "Payment of down payment under contract PP-\_\_\_\_-2022-5044". This contract shall therefore be deemed to have been entered into force when the deposit has been made; failing this, the contract shall be deemed to be cancelled.

Ara se ne obrestuje.

Plačana ara se všteje v izpolnitev obveznosti, in sicer se všteje v plačilo kupnine iz 3. člena te pogodbe.

Varščina v višini 240.000,00 EUR, ki je bila vplačana ob oddaji ponudbe kupca v postopku zbiranja ponudb, se všteje v ara, tako da je kupec dolžan plačati v skladu s prvim odstavkom tega člena še znesek v višini \_\_\_\_\_, \_\_\_\_\_ EUR.

### 6. člen (Plačilo kupnine)

#### 1. VARIANTA (ara, brez kredita):

Kupec se zavezuje preostanek kupnine v višini \_\_\_\_\_, \_\_\_\_\_ EUR in DDV v višini \_\_\_\_\_ EUR plačati na transakcijski račun prodajalca št. SI56 2900 0005 1319 162, voden pri Unicredit banka Slovenija d.d., sklic: SI00 \_\_\_\_-2022-5044, namen nakazila »Plačilo kupnine po pogodbi PP-\_\_\_\_-2022-5044«, in sicer najpozneje v roku **šestdeset (60) dni** od dneva podpisa te pogodbe.

Plačilo preostanka kupnine lahko veljavno izpolni zgolj:

- kupec z nakazilom sredstev s Potrjenega bančnega računa,
- kupec z nakazilom sredstev s svojega bančnega računa, ki ni odprt pri banki s sedežem v državah v zvezi s katerimi obstaja visoko in povečano tveganje za pojav pranja denarja ali financiranja terorizma in katerih seznam se nahaja na spletni strani Urada RS za preprečevanje pranja denarja.

Prodajalec ima pravico, da v primeru, ko kupec ni izpolnil obveznosti kot je določeno v prejšnjem odstavku, v **desetih (10) delovnih dneh** od prejema kupnine kupca obvesti, da njegovo izpolnitev šteje za veljavno.

V kolikor prodajalec zavrne izpolnitev plačila kupnine, ki ni v skladu s prejšnjim odstavkom, vrne kupnino plačniku v nadaljnjem roku **treh (3) dni** in o tem obvesti kupca.

Plačilo kupnine v dogovorjenem roku je bistvena sestavina te pogodbe, zato se šteje, da je ta pogodba samodejno in brez dolžnosti na pozivanje na plačilo kupnine razvezana po samem zakonu, če kupec kupnine **ne plača** v dogovorjenem roku in če prodajalec

The down payment shall bear no interest.

The down payment shall count towards the fulfilment of obligations, i.e. it shall count towards the payment of the purchase price referred to in Article 3 of this contract.

A bid bond in the amount of EUR 240,000.00, which was paid upon the submission of the Buyer's bid in the bidding procedure, shall be counted towards the down payment, so that pursuant to paragraph one of this article the Buyer shall only be obliged to pay the remaining amount of EUR \_\_\_\_\_.

### Article 6 (Payment of the purchase price)

#### 1. VARIANT (down payment, without loan):

The Buyer undertakes to pay the remainder of the purchase price in the amount of **EUR \_\_\_\_\_** and VAT in the amount of EUR..... to the Seller's current account no. SI56 2900 0005 1319 162, held at UniCredit Banka Slovenija d.d., with ref. no.: SI00 \_\_\_\_-2022-5044, purpose of transfer "Payment of purchase price under contract PP-\_\_\_\_-2022-5044", no later than **sixty (60) days** after the signing of this contract.

Payment of the remainder of the purchase price can only be effectively completed by:

- the Buyer with an order of funds from the Approved Bank Account;
- the Buyer with an order of funds from its bank account not held at a bank with registered office in countries in connection with which there is a high or increased risk of money laundering or terrorist financing, the list of which can be found on the website of the Slovenian Office for Money Laundering Prevention.

The Seller shall have the right in the event of the Buyer failing to fulfil the obligations as set out in the preceding paragraph, to notify the Buyer within **ten (10) business days** of receipt of the purchase price, that fulfilment is deemed to be valid.

If the Seller rejects a payment of the purchase price that does not comply with the previous paragraph, it shall return the purchase price to the payer within an additional **three (3) days** and shall notify the Buyer thereof.

The payment of the purchase price within the agreed deadline shall constitute an essential component of this contract. Therefore, this contract shall be automatically cancelled *ex lege*, with no obligation to request the payment of the purchase price, if the Buyer **fails to pay**



po preteku roka nemudoma ne obvesti kupca, da zahteva njeno izpolnitev. Če kupnina ne bo plačana v dogovorjenih rokih in se je prodajalec odločil, da le-ta ostane v veljavi, ima prodajalec pravico zahtevati, da se veljavna prodajna predpogodba s strani sodišča razglasi za pravnomočno v skladu s 3. odstavkom 19. člena Zakona o obligacijskih razmerjih, pri čemer je prodajalec upravičen do plačila celotne kupnine skupaj s pripadajočimi zakonitimi obrestmi.

Plačilo celotne kupnine je pogoj za sklenitev končne prodajne pogodbe v skladu s 7. členom.

## 2. VARIANTA (ara, kredit):

Kupec se zavezuje preostanek kupnine v višini \_\_\_\_\_, \_\_\_\_\_ **EUR** plačati na transakcijski račun prodajalca št. SI56 2900 0005 1319 162, voden pri Unicredit banka Slovenija d.d., sklic: SI00 \_\_\_-2022-5044, namen nakazila »Plačilo kupnine po pogodbi PP-\_\_\_-2022-5044«, in sicer najpozneje v roku **šestdeset (60) dni** od dneva podpisa te predpogodbe.

Plačilo preostanka kupnine lahko veljavno izpolni zgolj:

- kupec z nakazilom sredstev s Potrjenega bančnega računa,
- kupec z nakazilom sredstev s svojega bančnega računa, ki ni odprt pri banki s sedežem v državah v zvezi s katerimi obstaja visoko in povečano tveganje za pojav pranja denarja ali financiranja terorizma in katerih seznam se nahaja na spletni strani Urada RS za preprečevanje pranja denarja,
- kupčeva poslovna banka, ki nima sedeža v državah v zvezi s katerimi obstaja visoko in povečano tveganje za pojav pranja denarja ali financiranja terorizma in katerih seznam se nahaja na spletni strani Urada RS za preprečevanje pranja denarja, v kolikor je kupec od nje pridobil kredit za namen financiranja plačila kupnine.

Prodajalec ima pravico, da v primeru, ko kupec ni izpolnil obveznosti kot je določeno v prejšnjem odstavku, v desetih (10) delovnih dneh od prejema kupnine kupca obvesti, da njegovo izpolnitev šteje za veljavno.

V kolikor prodajalec zavrne izpolnitev plačila kupnine, ki ni v skladu s prejšnjim odstavkom, vrne kupnino plačniku v nadaljnjem roku **tri (3) dni** in o tem obvesti kupca.

the purchase price within the agreed deadline and if after the expiry of the deadline the Seller does not immediately notify the Buyer that it requires the fulfilment thereof. If the purchase price is not paid within the agreed deadlines and the Seller chose to keep it in force, the Seller is entitled to claim the current Preliminary Sales Contract to be declared by the court as final pursuant to Art. 19, para. 3 of the Obligations and Contracts Act, whereas the Seller is entitled to receive the full amount of the sale purchase price together with the due statutory interest.

Payment of the entire purchase price is a prerequisite for concluding the Final Sale Contract in accordance with Art. 7.

## 2. VARIANT (down payment, loan):

The Buyer undertakes to pay the remainder of the purchase price in the amount of **EUR** \_\_\_\_\_ to the Seller's current account no. SI56 2900 0005 1319 162, held at UniCredit Banka Slovenija d.d., with ref. no.: SI00 \_\_\_-2022-5044, purpose of transfer "Payment of purchase price under contract PP-\_\_\_-2022-5044", no later than **sixty (60) days** after the signing of this Preliminary Sales Contract .

Payment of the remainder of the purchase price can only be effectively completed by:

- the Buyer with an order of funds from the Approved Bank Account;
- the Buyer with an order of funds from its bank account not held at a bank with registered office in countries in connection with which there is a high or increased risk of money laundering or terrorist financing, the list of which can be found on the website of the Slovenian Office for Money Laundering Prevention;
- the Buyer's commercial bank which is not established in a country in connection with which there is a high or increased risk of money laundering or terrorist financing, as per the list of countries on the website of the Office of the Republic of Slovenia for Money Laundering Prevention if the Buyer has obtained a loan from this bank for the purpose of funding payment of the purchase price.

The Seller shall have the right in the event of the Buyer failing to fulfil the obligations as set out in the preceding paragraph, to notify the Buyer within **ten (10) business days** of receipt of the purchase price, that fulfilment is deemed to be valid.

If the Seller rejects the payment of the purchase price that does not comply with the preceding paragraph, it shall return the purchase price to the payer within an



Del kupnine po predpogodbi o prodaji v višini \_\_\_\_\_ EUR bo plačala s posojilom banka kupca («BANKA»). Znesek iz prejšnjega stavka nakaže BANKA prodajalcu po podpisu končne prodajne pogodbe v skladu s 7. členom in ustanovitvi hipoteke nad predmetom pogodbe s strani kupca v korist BANKE ter po predložitvi BANKI s strani prodajalca originalni notarski zapis za prodajo predmeta pogodbe in potrdilo o bremenih, izdano s strani zemljiške knjige ki potrjuje, da je BANKA hipotekarni upnik prvega reda in da na predmetu pogodbe ni nobenih drugih bremen, razen bremen, ki so bila ustanovljena po realizaciji končne prodajne pogodbe v skladu s členom 7. v zemljiški knjigi. Potrdilo velja za obdobje 10 let pred datumom končne prodajne pogodbe.

Neplačani znesek kupnine v višini \_\_\_\_\_ EUR bo kupec plačal z lastnimi sredstvi najkasneje v **šestdesetih (60) dneh** po podpisu te predpogodbe o prodaji.

Plačilo kupnine v dogovorjenem roku je bistvena sestavina te pogodbe, zato se šteje, da je ta pogodba samodejno in brez dolžnosti na pozivanje na plačilo kupnine razvezana po samem zakonu, če kupec kupnine **ne plača** v dogovorjenem roku in če prodajalec po preteku roka nemudoma ne obvesti kupca, da zahteva njeno izpolnitev. Če kupnina ne bo plačana v dogovorjenih rokih in se je prodajalec odločil, da le-ta ostane v veljavi, ima prodajalec pravico zahtevati, da se veljavna prodajna predpogodba s strani sodišča razglasi za pravnomočno v skladu s 3. odstavkom 19. člena Zakona o obligacijskih razmerjih, pri čemer je prodajalec upravičen do plačila celotne kupnine skupaj s pripadajočimi zakonitimi obrestmi.

### 7. člen (Končna prodajna pogodba)

**(VARIANTA: lastna sredstva):** Stranki sta dolžni podpisati končno kupoprodajno pogodbo za predmet pogodbe v obliki notarskega zapisa, v 15 (petnajstih) dneh od plačila kupnine po 6. členu te pogodbe, vendar v vsakem primeru najkasneje do \_\_\_\_\_.

**(VARIANTA: bančno posojilo):** Stranki sta dolžni podpisati končno kupoprodajno pogodbo za predmet pogodbe v obliki notarskega zapisa, in sicer v 15 (petnajstih) dneh od plačila kupnine po 6. členu te pogodbe oz. prodajalcu predložiti original

additional **three (3) days** and shall notify the Buyer thereof.

Part of the purchase price under Preliminary Sales Contract in the amount of EUR \_\_\_\_\_ will be paid with borrowed funds by the Bank Creditor of the Buyer ("BANK"). The amount under the previous sentence shall be transferred by the BANK to the Seller after signing the Final Sales Contract in accordance with Art. 7. and establishing mortgage over the Subject of the contract by the Buyer in favour of the BANK as well as upon submission to the BANK by the Seller of the original notary deed for sale of the Subject of the contract and a certificate for encumbrances issued by Property register certifying that the BANK is the first ranking mortgage creditor and that there are no other encumbrances on the Subject of the contract, except the encumbrances imposed after registering the Final Sales Contract in accordance with Art. 7. in the Property register. The Certificate shall be for term of 10 years before the date of the Final Sales Contract

The outstanding amount of the purchase price in the amount of EUR \_\_\_\_\_ will be paid with own funds of the Buyer no later than **sixty (60) days** after the signing of this Preliminary Sales Contract

The payment of the purchase price within the agreed deadline shall constitute an essential component of this contract. Therefore, this contract shall be automatically cancelled *ex lege*, with no obligation to request the payment of the purchase price, if the Buyer **fails to pay** the purchase price within the agreed deadline and if after the expiry of the deadline the Seller does not immediately notify the Buyer that it requires the fulfilment thereof. If the purchase price is not paid within the agreed deadlines and the Seller choose to keep it in force, the Seller is entitled to claim the current Preliminary Sales Contract to be declared by the court as final pursuant to Art. 19, para. 3 of the Obligations and Contracts Act, whereas the Seller is entitled to receive the full amount of the sale purchase price together with the due statutory interest.

### Article 7 (Final Sales Contract)

**(VARIANT: own funds):** The Parties shall be obliged to sign a Final Sales Contract for the subject of the agreement in the form of a Notary Deed, in 15 (fifteen) days as of the payment of the purchase price under Article 6 but in any case, not later than \_\_\_\_\_.

**(VARIANT: bank loan):** The Parties shall be obliged to sign a Final Sales Contract for the subject of the agreement in the form of a Notary Deed, in 15 (fifteen) days as of the payment of the purchase price under Article 6 and to presenting to the Seller an original of

garancijskega pisma, izdanega s strani banke, ki potrjuje, da je bilo kupcu odobreno posojilo v višini \_\_\_\_\_ EUR za nakup pogodbenega predmeta in da bo znesek posojila nakazan prodajalcu po sklenitvi dokončne prodajne pogodbe, po ustanovitvi in vpisu hipoteke na pogodbenem predmetu s strani kupca v korist banke in ob predložitvi potrdila o bremenih iz zemljišče knjige, ki potrjuje, da je banka na prvem mestu. Kot hipotekarna upnica in da na pogodbenem predmetu ni nobenih drugih bremen, razen bremen, naloženih po vpisu končne prodajne pogodbe v zemljiško knjigo, vsekakor pa najkasneje do \_\_\_\_\_.

V primeru, da pogodbeni stranki predhodno nista podpisali končne prodajne pogodbe, se strinjata, da bosta prisotni dne \_\_\_\_\_ v pisarni notarja Stoyana Angelova, oziroma pripravljene za izpolnitev vseh svojih obveznosti iz te predpogodbe oz. za sklenitev končne pogodbe v obliki notarskega zapisa.

Vsaka stranka si pridržuje pravico zahtevati, da se ta pogodba razglasi za dokončno v skladu s 3. odstavkom 19. člena Zakona o obligacijskih razmerjih. V primeru, da katera od strank ne izpolni katere od svojih obveznosti po tej pogodbi, je oškodovana stranka upravičena zavrniti podpis končne prodajne pogodbe do izpolnitve zadevnih obveznosti ali enostransko odpovedati to pogodbo na podlagi 87. člena Zakona o obligacijskih razmerjih tako, da se stranki v zamudi zagotovi dodatni 7 (sedem) dnevni rok za izpolnitev zamujenih obveznosti.

#### 8. člen (Posest)

Pogodbeni stranki sta sporazumni, da prodajalec izroči pogodbeni predmet kupcu v posest v **petnajstih (15) dneh** po podpisu končne prodajne pogodbe in veljavno izpolnjenem plačilu celotne kupnine. Primopredaja bo opravljena na način, da bosta predstavnik pogodbenih strank sklenila primopredajni zapisnik, v katerem bosta popisala stanje števecv oz. drugih merilnih naprav za funkcionalne stroške, za vse ostale funkcionalne stroške, katerih višina se ne ugotavlja na podlagi števecv ali drugih merilnih naprav, bosta pogodbeni stranki morebitno delitev stroškov opravili glede na čas uporabe pogodbenega predmeta v obdobju, za katero so funkcionalni stroški obračunani.

Ob primopredaji prodajalec izroči kupcu vse ključne pogodbenega predmeta in pripadajočih prostorov vključno z vsemi duplikati.

a guarantee letter issued by the Bank which certifies that the Buyer has been granted with a loan amounting to EUR \_\_\_\_\_ for purchase of the Subject of the contract and that the loan amount will be transferred to the Seller after the conclusion of Final Sales Contract, establishing and registration of a mortgage over the Subject of the contract by the Buyer in favor of the Bank and upon submission of a certificate for encumbrances from the Property register certifying that the Bank is first ranking mortgage creditor and that there are no other encumbrances on the subject of the contract, except encumbrances imposed after registering the Final Sales Contract in the Property register, but in any case not later than \_\_\_\_\_.

In case the Parties have not signed the Final Sales Contract earlier, they agree to be present on \_\_\_\_\_, in the office of the Notary Stoyan Angelov, respectively prepared for fulfilling all their obligations under the present Preliminary Sales Contract, respectively for concluding a final contract in the form of a Notary Deed.

Each Party reserves the right to claim this Preliminary Sales Contract to be declared as final pursuant to Art. 19, para. 3 of the Obligations and Contracts Act. In case any of the parties does not fulfil any of its obligations under this agreement, the aggrieved party is entitled to refuse to sign Final Sales Contract until execution of the respective obligations, or to unilaterally terminate the Preliminary Sales Contract on ground of Art. 87 from Obligations and Contracts Act by providing the defaulting party with additional 7 (seven) days term for execution of the delayed obligations.

#### Article 8 (Possession)

The Contracting parties agree that the Seller shall hand over the subject of the contract into the possession of the Buyer within **fifteen (15) days** of signing the Final Sales Contract and receiving the full amount of the purchase price by the Seller. The handover shall be performed by the representatives of the Contracting parties concluding a handover record, in which they will sign off on the latest readings of meters and other measuring devices for functional costs, and for all other functional costs where the amount is not determined from meter or other device readings, the Contracting parties shall perform any division of costs with regard to the time of use of the subject of the contract in the period for which the functional costs have been charged.

Upon the handover, the Seller shall present to the Buyer all keys to the subject of the contract and pertaining premises, including all copies.

Kupec se zavezuje, da bo od dneva izročitve pogodbenega predmeta v posest dalje:

- nosil vse funkcionalne stroške za pogodbeni predmet (primeroma, vendar ne izključno stroške elektrike, ogrevanja, plina, telefona, komunalnih storitev, komunalne takse, nadomestilo za uporabo stavbnega zemljišča in vseh morebitnih ostalih funkcionalnih stroškov) in
- nosil vse javne dajatve in druga bremena povezana s pogodbenim predmetom in
- vse rizike, ki izvirajo iz naslova lastništva pogodbenega predmeta.

Kupec nosi vse stroške povezane s spremembo imena pri pravnih oz. fizičnih osebah, ki izstavlajo račune za funkcionalne stroške, povezane s pogodbenim predmetom.

Kupec se zavezuje najkasneje v tridesetih (30) dneh po opravljeni primopredaji pogodbenega predmeta in podpisu primopredajnega zapisnika iz 1. odstavka tega člena sporočiti:

- pristojni občini, v kateri pogodbeni predmet leži, spremembo lastništva pogodbenega predmeta, ki vpliva na odmero nadomestila za uporabo stavbnega zemljišča;
- dobaviteljem (električne energije, telekomunikacije, komunalne storitve ter upravnik) spremembo lastništva pogodbenega predmeta, ki vpliva na odmero obratovalnih stroškov;
- nakup pogodbenega predmeta občini Nessebar.

#### **9. člen (Stroški)**

Prodajalec se zavezuje plačati strošek notarske overitve te pogodbe.

Kupec plača vse stroške za sklenitev končne prodajne pogodbe vključno, vendar ne omejeno na: notarske stroške, občinski davek in takso za vpis lastninske pravice.

#### **10. člen (Odgovornost za izpolnitev pogodbe)**

Če ne pride do izpolnitve te pogodbe, plača vse stroške v zvezi s to pogodbo ter stroške morebitnih iz nje izvedenih poslov tista pogodbeni stranka, ki je odgovorna, da do izpolnitve ne pride oziroma v primeru deljene odgovornosti, znesek glede na to, kolikor je

The Buyer undertakes, from the day of handover of possession of the subject of the contract onwards:

- to bear all functional costs for the subject of the contract (including but not limited to the costs of electricity, heating, gas, telephone, municipal services, municipal taxes, building land use fee and any other functional costs) and
- to bear all public taxes and duties and other encumbrances connected to the subject of the contract and
- to bear all risks deriving from title to the subject of the contract.

The Buyer shall bear all costs associated with the change of name in the case of legal entities or natural persons that issue invoices for functional costs related to the subject of the contract.

The Buyer undertakes within **thirty (30) days** of the handover of the subject of the contract and the signing of the handover record referred to in paragraph 1 of this Article to report:

- the change to the title to the subject of the agreement, which affects the calculation of the fee for the use of the building land, to the relevant municipality in which the subject of the agreement is located;
- the change to the title to the subject of the agreement, which affects the calculation of operating costs, to suppliers (of electricity, telecommunications, municipal services and administration);
- the purchase of subject of the contract before Municipality Nessebar.

#### **Article 9 (Costs)**

The Seller shall pay costs of notarisation of this contract.

The Buyer shall pay all costs for concluding the Final Sales Contract including but not limited to: notary fees, Municipal tax and Property register fee.

#### **Article 10 (Responsibility for fulfilment of contract)**

If this contract is not fulfilled, the Contracting party responsible for the default shall pay all the costs associated with this contract and the costs of any transactions made hereunder or, in the event of shared responsibility, an amount determined according to the

posamezna stranka odgovorna, da do izpolnitve ni prišlo.

Ne glede na prejšnji odstavek tega člena se stranki strinjata, da v kolikor bo za neizpolnitev pogodbe do poteka pogodbenega roka za izročitev pogodbenega predmeta odgovoren prodajalec in je pogodba razvezana, je kupec upravičen do vračila vseh plačil, ki jih je na podlagi te pogodbe prodajalcu že plačal (VARIANTA (kupec ni predkupni upravičenec), vključno s plačanim zneskom are).

Ne glede na 1. odstavek tega člena se stranki strinjata, da v kolikor bo za neizpolnitev pogodbe do poteka pogodbenega roka za izročitev pogodbenega predmeta odgovoren kupec, sme prodajalec:

- a) zahtevati izpolnitev pogodbe, v kolikor je to mogoče, in povrnitev škode (VARIANTA (kupec ni predkupni upravičenec), prejeta aro pa všteti v odškodnino ali jo vrniti kupcu), ali;
- b) odstopiti od pogodbe (enostransko odpovedati to predpogodbo o prodaji) (VARIANTA (kupec ni predkupni upravičenec): in zadržati prejeta aro).

Nadalje sta pogodbeni stranki sporazumni, da skladno z določili te pogodbe in vsemi samostojnimi dejanji (posegi, spremembami), kupec za vsa pretekla in bodoča vlaganja ob primeru razdrtja ali neveljavnosti te prodajne pogodbe z vsemi pripadajočimi dodatki, nima pravice do nobenih zahtevkov in povračil investicijskih stroškov oz. morebitnih stroškov v zvezi z dokončanjem oz. legalizacijo pogodbenega predmeta.

### **11. člen (Zagotovila in jamstva)**

Prodajalec jamči kupcu na dan podpisa in na dan učinkovanja (razen če jamstvo navaja drug datum):

- (a) da je veljavno ustanovljena družba, ki obstaja po pravu, po katerem je ustanovljena;
- (b) da ima ustrezno sposobnost, da sklene to pogodbo in izvršuje pravice in obveznosti po njej;
- (c) da so bila izvedena vsa korporacijska dejanja in interna soglasja, potrebna, da lahko prodajalec sklene to pogodbo in izvršuje obveznosti po njej;
- (d) da je dejanski in pravni lastnik pogodbenega predmeta;

extent of the responsibility for the default of either of the parties.

Notwithstanding the previous paragraph of this Article, the parties agree that if the Seller is responsible for the non-fulfilment of the contract before the expiry of the contractual period for the delivery of the subject of the contract and the contract is cancelled, the Buyer shall be entitled to reimbursement of all payments already made to the Seller under this contract (VARIANT (Buyer not holder of pre-emptive right), including the paid down payment amount).

Notwithstanding paragraph 1 of this Article, the parties agree that if the Buyer is responsible for the non-fulfilment of the contract, the Seller may:

- a) demand the fulfilment of the contract, as far as this is possible, and compensation for damage (VARIANT (Buyer not holder of pre-emptive right), while the down payment received may count towards the compensation or is returned to the Buyer), or;
- b) withdraw from the contract (unilaterally terminate this Preliminary Sales Contract) (VARIANT (Buyer not holder of pre-emptive right): and keep the down payment received).

Furthermore, the Contracting parties agree that, in accordance with the provisions of this contract and all independent actions (interventions, changes), the Buyer shall have no right to any claims or reimbursement of investment costs or potential costs relating to the completion or legalisation of the subject of the contract for all past or future investments in the event of termination or invalidity of this contract and all associated addenda.

### **Article 11 (Assurances and guarantees)**

The Seller guarantees the Buyer, on the day of signing and on the day of entry into force (unless a different date is stated in a guarantee):

- a) that it is a legally established company existing and organised pursuant to the law under which it was established;
- b) that it has appropriate contractual capacity to conclude this contract and exercise the rights and fulfil the obligations hereunder;
- c) that all required corporate activities have been carried out and all internal consents given so that the Seller can conclude this contract and fulfil the obligations hereunder;
- d) that it is the actual and legal owner of the subject of the contract;

<p>(e) da pogodbeni predmet ni bil s strani prodajalca ali njegovega pravnega prednika, v celoti ali delno, zastavljen, odstopljen, ali prenesen na kakršenkoli način in je prost vseh bremen, razen izrecno navedenih v tej pogodbi;</p> <p>(f) da mu je v procesu prodaje predstavil ter predal vse relevantne ter v danem trenutku prodajalcu znane informacije, ki se nanašajo na pogodbeni predmet ter bi lahko kakorkoli vplivale na legalizacijo, dokončanje gradnje ali ostale bodoče pravno formalne postopke kupca v zvezi z nepremičnino.</p>	<p>e) that the subject of the contract has not been pledged, assigned or transferred in any other way, in full or in part, by the Seller or its legal predecessor, and that it is free of all encumbrances other than those explicitly stated herein;</p> <p>f) that during the sales procedure it both acquainted the Buyer with and submitted all relevant information which was known to them at a given moment, and which refers to, the subject of the contract and may in any way impact legalisation, completion, or any future proceedings in which the Buyer gets involved in relation to the subject of the contract.</p>
<p>Kupec jamči prodajalcu na dan podpisa in na dan učinkovanja:</p>	<p>On the day of signing and entry into force, the Buyer hereby gives the following assurances and guarantees to the Seller:</p>
<p>(a) <b>VARIANTA pravna oseba:</b> da je veljavno ustanovljena družba, ki obstaja po pravu, po katerem je ustanovljena;</p> <p>(b) da ima ustrezno sposobnost, da sklene to pogodbo in izvršuje pravice in obveznosti po njej;</p> <p>(c) <b>VARIANTA pravna oseba:</b> da so bila izvedena vsa korporacijska dejanja in interna soglasja, potrebna, da lahko kupec sklene to pogodbo in izvršuje obveznosti po njej;</p> <p>(d) da kupec ni prezadolžen, nelikviden ali kako drugače nezmožen poravnati svoje obveznosti ali insolventen po pravu katerekoli jurisdikcije;</p> <p>(e) da so kakršnakoli soglasja, odobritve, priglasitve ali druga dejanja katerekoli osebe ali pristojnega organa, ki so ali bi bile lahko potrebne v skladu z izvršitvijo te pogodbe s strani kupca in/ali izvedbo transakcije po tej pogodbi, pridobljena oziroma izvršena;</p> <p>(f) da ni v teku kakršenkoli postopek ali preiskava (in da po najboljšem vedenju kupca takšen postopek ali preiskava nista zagrožena) pred kakršnimkoli sodiščem, upravnim organom, tribunalom ali drugim organom ali agencijo, v katerem bi se zatrjevala neveljavnost te pogodbe ali bi se skušalo preprečiti sklenitev te pogodbe;</p> <p>(g) <b>VARIANTA pravna oseba:</b> da izvrševanje te pogodbe in izvrševanje pravic ter izpolnjevanje obveznosti kupca po tej pogodbi ne bo imelo za posledico kakršnekoli kršitve kupčevih notranjih aktov in drugih zakonov ali predpisov, ki urejajo delovanje kupca;</p> <p>(h) da ima finančna sredstva (<b>VARIANTA: kredit:</b> zagotovljen vir financiranja), da lahko izpolni svoje obveznosti po tej pogodbi;</p>	<p>(a) <b>VARIANT legal entity:</b> that it is a legally established company in existence pursuant to the law under which it was established;</p> <p>(b) that it has appropriate contractual capacity to conclude this contract and exercise the rights and fulfil the obligations hereunder;</p> <p>(c) <b>VARIANT legal entity:</b> that all required corporate activities have been carried out and all internal consents given in Notary certified form so that the Buyer can conclude this contract and fulfil the obligations hereunder;</p> <p>(d) that the Buyer is not over-indebted, illiquid or in any other way unable to settle its liabilities, or is insolvent under the law in any jurisdiction;</p> <p>(e) that all consents, approvals, notifications or other actions of any person or competent authority which are or were required pursuant to the execution of this contract on the part of the Buyer and/or to the carrying out of a transaction hereunder have been obtained or carried out;</p> <p>(f) that no proceeding or investigation has been initiated (and that to the best of the Buyer's knowledge no such proceeding or investigation has been threatened) before any court, administrative authority, tribunal, or other body or agency in which this contract would be alleged to be null and void or an attempt would be made to prevent the conclusion of this contract;</p> <p>(g) <b>VARIANT legal entity:</b> that the execution of this contract and the exercise of rights and fulfilment of the obligations of the Buyer hereunder will not result in any breach of the Buyer's internal acts or other laws or regulations governing the Buyer's operations;</p> <p>(h) that they have the funds (<b>VARIANT: loan:</b> guaranteed source of funding) required for the fulfilment of their obligations hereunder;</p>

(i) da je končni kupec pogodbenega predmeta (VARIANTA: da ni končni kupec pogodbenega predmeta, ker je končni kupec družba \_\_\_\_\_ s poslovnim naslovom \_\_\_\_\_, matična številka \_\_\_\_\_, davčna številka \_\_\_\_\_).

Kupec jamči prodajalcu, da kupec (VARIANTA: končni kupec iz (i) alineje drugega odstavka tega člena pogodbe) ne spada med pravne ali fizične osebe, naštete spodaj:

- osebo, ki se v skladu z zakonom, ki ureja gospodarske družbe, šteje za osebo, povezano z družbo \_\_\_\_\_ / družbo \_\_\_\_\_ - v stečaju (v nadaljevanju: »dolžnik«) (VARIANTA: dolžnikom, pri čemer izraz dolžnik predstavlja subjekta, do katerega je imel prodajalec zavarovano terjatev in sicer v obdobju pred prodajalčevo pridobitvijo lastninske pravice na pogodbenem predmetu, v skladu z določbami ZUKSB (v nadaljevanju: »dolžnik«));
- družbenika dolžnika, čigar delež v kapitalu dolžnika je večji od 5 %, razen če je pridobitelj pogodbenega predmeta Republika Slovenija, Slovenski državni holding ali Kapitalska družba d.d.;
- pravno osebo, v kapitalu katere ima oseba iz prejšnjih alinej delež oziroma katere član posloводства ali prokurist je oseba, ki je bila član posloводства ali prokurist dolžnika v obdobju treh let pred nastankom zavarovane terjatve do dolžnika (v nadaljevanju »Terjatev«), razen če gre za osebo, ki je z osebo iz prve ali druge alineje tega odstavka povezana tako, da je Republika Slovenija obvladujoča družba po zakonu, ki ureja prevzeme;
- fizično osebo, ki je z družbenikom dolžnika v razmerju ožje povezane osebe, kot jo določa zakon, ki ureja postopke zaradi insolventnosti, in temu družbeniku pripada večina deležev dolžnika ali večina glasovalnih pravic;
- fizično osebo, ki je bila član posloводства ali prokurist dolžnika v obdobju treh let pred nastankom Terjatve;
- fizično osebo, ki je s fizično osebo iz prejšnje alineje v razmerju ožje povezane osebe, kot jo določa zakon, ki ureja postopke zaradi insolventnosti;
- osebo, za katero se v skladu z zakonom, ki ureja prevzeme, neizpodbitno domneva, da z osebo iz

(i) that they are the final Buyer of the subject of the contract (VARIANT: that they are not the final Buyer of the subject of the contract, because the final Buyer is the company \_\_\_\_\_ with business address at \_\_\_\_\_, registration number \_\_\_\_\_, and tax number \_\_\_\_\_).

The Buyer hereby warrants to the Seller that the Buyer (VARIANT: the final Buyer referred to in indent (i) of the second paragraph of this Article) is not classified among any of the legal entities or natural persons listed below:

- a person who under the law governing companies is deemed to be a person associated with the company \_\_\_\_\_ / company \_\_\_\_\_ - in bankruptcy (hereinafter: "obligor") (VARIANT: with an obligor, where the term obligor represents an entity against which the Seller held a secured claim in the period before the Seller acquired title to the subject of the contract, in accordance with the provisions of the ZUKSB (hereinafter "obligor"));
- a partner of an obligor whose participating interest in the obligor exceeds 5%, unless the acquirer of the subject of the contract is the Republic of Slovenia, Slovenski državni holding d.d. or Kapitalska družba d.d.;
- a legal entity in which an entity or person referred to in the previous indents holds a participating interest, or a member of whose management or whose signing officer is a person who was a member of the obligor's management or the obligor's signing officer in the three years before the secured claim against the obligor (hereinafter: "the Claim"), unless it is a person affiliated with one of the persons referred to in the first or second 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 is closely affiliated with the obligor's partner, as defined in the law governing insolvency proceedings, and that partner holds a majority interest in the obligor or a majority of the voting rights;
- a natural person who was a member of the obligor's senior management or the obligor's signing officer in the three years before the Claim arose;
- a natural person who is closely affiliated with a natural person referred to in the preceding indent, as defined by the law governing insolvency proceedings;
- a person who is irrefutably presumed, in accordance with the law governing



pete ali šeste alineje tega odstavka deluje usklajeno, razen če gre za osebo, ki je z osebo iz pete ali šeste alineje tega odstavka povezana tako, da je Republika Slovenija obvladujoča družba po zakonu, ki ureja prevzeme;

- pravno osebo, ki je opravljala pregled kakovosti sredstev bank in obremenitvene teste bank v letu 2013;
- pravno osebo, ki je kapitalsko povezana s pravno osebo, ki je opravljala preglede kakovosti sredstev bank in obremenitvene teste bank v letu 2013;
- pravno osebo, ki ji poslovno svetuje pravna oseba, ki je opravljale preglede kakovosti sredstev bank in obremenitvene teste v bankah leta 2013, ali ki ji poslovno svetuje posameznik, ki je kot zaposleni v teh pravnih osebah ali kot podizvajalec teh podjetij sodeloval pri pregledu kakovosti sredstev bank in obremenitvenih testih bank v letu 2–13.

**VARIANTA (nad 0,5 mio EUR - kupec ni predkupni upravičenec):** V primeru kršitve katere koli izmed alinej prejšnjega odstavka je ta pogodba nična.

## 12. člen »Top up« določilo

Če bo kupec v roku šestih (6) mesecev od dneva podpisa, za pogodbeni predmet ali le za njegov del sklenil kupoprodajno pogodbo po višji ceni od cene, določene za pogodbeni predmet s to pogodbo, potem se kupec zavezuje prodajalcu v roku petnajstih (15) dni od sklenitve kupoprodajne pogodbe doplačati razliko v ceni med ceno pogodbenega predmeta po tej pogodbi ter višjo ceno za pogodbeni predmet iz kasneje sklenjene kupoprodajne pogodbe (»top-up plačilo«) skladno s spodnjo tabelo:

Rok od dneva podpisa, za pogodbeni predmet ali le za njegov del, ko je bila sklenjena kupoprodajna pogodba po višji ceni od cene, določene za pogodbeni predmet s pogodbo med DUTB in kupcem	Znesek doplačila razlike v ceni pogodbenega predmeta, ki je predmet pogodbe med DUTB in kupcem
1 mesec	100 %
2 – 3 mesece	50 %
4 – 6 mesecev	25 %

Pri izračunu razlike v ceni se ne priznajo stroški kupca.

Poleg tega se kupec zavezuje, da bo v vsako kupoprodajno pogodbo, ki bi jo sklenil v šestih (6)

acquisitions, to function in concert with one of the persons referred to in the fifth or sixth indent of this paragraph, unless it is a person affiliated with one of the persons referred to in the fifth or sixth indent 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;
- a legal entity with capital ties to a legal entity that performed an asset quality review and stress tests for the banking system in 2013;
- a legal entity that receives business advice from a legal entity that performed an asset quality review and stress tests for the banking system in 2013, or that 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 of those companies.

**VARIANT (above EUR 0.5 million - Buyer not holder of pre-emptive right):** In the event of infringement of any of the indents of the preceding paragraph, this contract shall be null and void.

## Article 12 "Top-up" provision

If, within **six (6) months** of the date of signing, the Buyer concludes a purchase and sale agreement for the subject of the contract or part thereof at a higher price than the one determined for the subject of the contract herein, the Buyer shall undertake to pay the Seller the difference in price between the price of the subject of the contract under this contract and the higher price for the subject of the contract from the subsequently concluded purchase and sale agreement (hereinafter: top-up payment) within fifteen (15) days of concluding the said purchase and sale agreement in accordance with the table below:

Period elapsed from signing date until the conclusion of a purchase and sale agreement for the subject of the contract or part thereof at a price higher than that determined for the subject of the contract by the contract between the BAMC and the Buyer	Amount of top-up payment of the difference in the price of the subject of the contract concluded between DUTB and the Buyer
1 month	100%
2-3 months	50%
4-6 months	25%

The costs of the Buyer shall not be taken into account in the calculation of the difference in price.

The Buyer also undertakes to include in every purchase and sale agreement it concludes within **six (6) months**



mesecih od dneva podpisa te pogodbe in se z njo zavezal za prodajo dela ali celote pogodbenega predmeta novemu kupcu (ne glede na to, ali bo cena, določena v nadaljnji kupoprodajni pogodbi, enaka, višja ali nižja od cene po tej pogodbi), vključil določilo, ki bo prodajalcu zagotovilo, da se bo tudi kasnejši pridobitelj pogodbenega predmeta zavezal prodajalcu plačati razliko v ceni med ceno pogodbenega predmeta po tej pogodbi ter višjo ceno za pogodbeni predmet iz kasnejše sklenjene kupoprodajne pogodbe kot navedeno v zgornji tabeli v primeru, da sam ali njegovi kupci ali kupci teh kupcev znotraj šest mesečnega obdobja po dnevu podpisa te pogodbe za pogodbeni predmet izvedejo kakršnokoli dejanje iz prvega odstavka tega člena.

Če kupec obveznosti iz prejšnjega odstavka tega člena ne bo izpolnil, je sam dolžan prodajalcu plačati razliko v ceni med višjo ceno za pogodbeni predmet iz kasnejše sklenjene kupoprodajne pogodbe in ceno po tej pogodbi, v odstotku, kot je navedeno v zgornji tabeli.

Določila tega člena se smiselno uporabljajo tudi v primeru več nadaljnjih prodaj po vsakič višji ceni znotraj šest (6) mesečnega obdobja po dnevu podpisa te pogodbe.

Kupec je dolžan v **petnajstih (15) dneh** po izteku šestih mesecev od dneva podpisa te pogodbe obvestiti prodajalca ali je oz. ni v obdobju šestih mesecev od dneva podpisa te pogodbe sklenil kupoprodajno pogodbo za pogodbeni predmet z novim kupcem, v primeru sklenitve nove kupoprodajne pogodbe pa tudi o datumu njene sklenitve in višini kupnine.

V primeru kršitve dolžnosti obveščanja iz prejšnjega odstavka tega člena, je kupec dolžan plačati prodajalcu pogodbeno kazen v višini 10 % celotne kupnine po tej pogodbi. Pogodbena kazen zapade v plačilo v roku petnajstih (15) dni od dneva, ko kupec prejme obrazloženo zahtevo prodajalca.

Vsa določila iz tega člena, ki se nanašajo na prodajno pogodbo, se smiselno uporabljajo tudi za kakšno drugo pogodbo s podobnim učinkom.

**13. člen**  
**(Protikorupcijsko določilo)**

Pogodbeni stranki izjavljata, da v katerikoli fazi sklepanja oz. izvajanja pogodbe nobena pogodben

of the date of signing this contract and under which it undertakes to sell the subject of the contract in part or in full to a new Buyer (regardless of whether the price defined in the subsequent purchase and sale agreement is the same, higher or lower than the price under this contract) a provision that will assure the Seller that the subsequent Buyer of the subject of the contract will also undertake to pay the Seller the difference between the price of the subject of the contract under this contract and a higher price for the subject of the contract from a subsequently concluded purchase and sale agreement, as indicated in the table above, in the event that the Buyer itself, its Buyers or the Buyers of these Buyers carry out any of the actions referred to in the first paragraph of this Article within six months of the date of signature of this contract for the subject of the contract.

If the Buyer fails to meet the obligation set out in the previous paragraph of this Article, it shall be liable to pay the Seller the difference in price between the higher price for the subject of the contract from the subsequently concluded purchase and sale agreement and the price under this contract, in the percentage defined in the above table.

The provisions of this article shall also apply *mutatis mutandis* in the event of multiple subsequent sales at a higher price within six (6) months of the date of signing of this contract.

Within **fifteen (15) days** of the end of the six-month period following the date of signing of this contract, the Buyer must inform the Seller whether it has concluded a purchase and sale agreement with a new Buyer for the subject of the contract in the period of six months from the date of signing this contract and, in the event that it has done so, inform the Seller of the date of conclusion of the purchase and sale agreement and the amount of the purchase price.

In the event of infringement of the obligation referred to in the preceding paragraph of this Article, the Buyer shall be obliged to pay the Seller a contractual penalty in the amount of 10% of the total purchase price payable under this contract. The contractual penalty shall fall due within fifteen (15) days of the day that the Buyer receives the Seller's detailed request.

All provisions of this article relating to the contract of sale shall also apply *mutatis mutandis* to any other contract with similar effect.

**Article 13**  
**(Anti-corruption clause)**

The Contracting parties hereby declare that at no time during any phase of the conclusion or execution of this

stranka ni in ne bo ponudila, dala ali obljubila kakršnekoli nedovoljene koristi (kot je npr. denar, darilo, spodbuda, nagrada, itd.) kateremukoli zaposlenemu ali članu organov vodenja in nadzora pri nasprotni pogodbeni stranki, za:

- pridobitev posla ali
- za sklenitev posla pod ugodnejšimi pogoji ali
- za opustitev dolžnega nadzora nad izvajanjem pogodbenih obveznosti ali za drugo ravnanje ali opustitev, s katerim je ali bi bila lahko nasprotni pogodbeni stranki povzročena škoda ali omogočena pridobitev nedovoljene koristi kateremukoli zaposlenemu ter članu organov vodenja ali nadzora pri nasprotni pogodbeni stranki.

V primeru kršitve ali poskusa kršitve tega določila je že sklenjena pogodba nična. V kolikor se pogodba še ni pričela uporabljati, se šteje, da pogodba ni bila sklenjena.

Pogodbena stranka lahko od pogodbe odstopi tudi v primeru, ko se pojavi utemeljen sum, da je bilo pred ali pri samem sklepanju te pogodbe, izvedbi te pogodbe ali v zvezi z njo poskušeno ali storjeno dejanje korupcije ali katerokoli drugo nezakonito dejanje, bodisi s strani oseb na strani prodajalca, ali z njim povezanih oseb, bodisi s strani kupca ali z njim povezanih oseb ali oseb, ki so bile ali so na kakršenkoli način povezane s tem poslom, tudi če niso podpisniki te pogodbe.

Pogodbene stranke se strinjata, da bosta v celotnem času veljavnosti pogodbe ravnali skladno z veljavno verzijo pravil ICC (International Chamber of Commerce), ki se nanašajo na ravnanje in priporočila za boj proti izsiljevanju in podkupovanju pri mednarodnih poslovnih transakcijah, in da bosta zagotovili, da bodo tudi njihovi podizvajalci, zaposleni in zastopniki ravnali skladno z vsakokratno veljavno verzijo pravil ICC.

Pogodbena stranka je dolžna na podlagi svojih ugotovitev o domnevnem obstoju dejanskega stanja iz prvega odstavka tega člena ali na podlagi obvestila drugih organov, glede njegovega domnevnega nastanka, pričeti z ugotavljanjem pogojev ničnosti pogodbe iz prejšnjega odstavka oziroma z drugimi ukrepi v skladu s predpisi Republike Slovenije.

#### **14. člen (Zaupnost podatkov)**

Vse podatke iz te pogodbe, vključno z vsemi posrednimi in neposrednimi pisnimi in ustnimi podatki, kot tudi vse

contract did or will either of them offer, provide or promise or any undue benefit (e.g. money, gifts, incentives or rewards) to any employee or member of the management or supervisory bodies of the other Contracting party in order to:

- obtain business or
- conclude business under more favourable conditions, or
- omit due supervision of the implementation of contractual obligations or commit any other act or omission that causes or might cause damage to the other party or by which an employee or a member of the management or supervisory body of the other party is put in a position to obtain an undue benefit.

Any breach or attempted breach of this provision shall render the concluded contract is null and void. If this contract has not yet been applied, it shall be deemed not to have been concluded.

A Contracting party may withdraw from this contract if a reasonable suspicion arises that, before or during the concluding or execution of this contract or in connection therewith, an act of corruption or any other unlawful act was attempted or committed either by persons acting on behalf of the Seller or persons affiliated therewith, by persons acting on behalf of the Buyer or persons affiliated therewith, or by persons who were or are in any way associated with this transaction, even if they are not signatories to this contract.

The Contracting parties agree to act in accordance with the valid version of the ICC (International Chamber of Commerce) rules of conduct and recommendations to combat extortion and bribery in international business transactions for the entire term of this contract, and to ensure that their subcontractors, employees, and representatives comply with the applicable version of the ICC rules, as amended from time to time.

On the basis of its findings on the alleged existence of the factual situation referred to in the first paragraph of this Article or a notice provided by other authorities, the Contracting party concerned shall, in view of that alleged existence, commence with determining the conditions for the nullity of the contract referred to in the preceding paragraph or with other measures in accordance with the regulations of the Republic of Slovenia.

#### **Article 14 (Data confidentiality)**

All data from this contract, including all data provided directly and indirectly in writing or orally, as well as all

oblike elektronsko posredovanih ali shranjenih podatkov, njihovih kopij ali dvojnikov, in vsa pisna in ustna, posredna in neposredna dejanja, okoliščine in dejstva, ki so povezana s sklenitvijo in z izpolnjevanjem te pogodbe, bosta pogodbeni stranki varovali kot strogo zaupne in kot poslovno skrivnost. Prav tako bosta pogodbeni stranki zagotovili, da ti podatki in ta dejanja, okoliščine in dejstva ne bodo na voljo tretjim osebam, ki niso stranke te pogodbe, brez predhodne pisne privolitve. To velja tudi za vse morebitne singularne in univerzalne pravne naslednike katerekoli pogodbene stranke.

Ne glede na prvi odstavek tega člena lahko pogodbeni stranki razkrijeta podatke iz te pogodbe in dejanja, okoliščine in dejstva, ki so povezani s sklenitvijo in z izpolnjevanjem te pogodbe,

- (a) če jih je potrebno razkriti skladno z vsakokrat veljavno zakonodajo, skladno z zahtevo sodišča ali oblastvenih organov;
- (b) če so javno znani, razen če je to posledica kršitve pogodbe;
- (c) če je to dogovorjeno s pogodbo;
- (d) če se razkrijejo v sodnih postopkih, ki izvirajo iz ali so v zvezi s pogodbo ali z izpolnjevanjem obveznosti po pogodbi; in/ali
- (e) svojim revizorjem, zaposlenim ter pravnim in drugim strokovnim svetovalcem,

pri čemer mora kupec pred njihovim razkritjem o tem nemudoma takoj pisno obvestiti prodajalca.

**VARIANTA (kredit):** Določbi 1. in 2. odstavka tega člena pogodbe ne veljata za Banko, pri kateri kupec pridobiva kreditna sredstva za plačilo kupnine po tej pogodbi.

Ne glede na določila tega člena, si prodajalec pridržuje pravico pripraviti poročilo o prodajnem postopku - sporočilo za javnost, ki vsebuje relevantne podatke o prodaji (npr. datum in kraj objave prodaje, številka in država potencialnih vlagateljev, ime kupca, kupnina).

#### 15 člen

#### **VARIANTA (fizične osebe): (Upravljanje z osebnimi podatki)**

Kupec je izrecno seznanjen, da bo prodajalec kot upravljalec podatkov kupčeve osebne podatke (ime, priimek, številka osebne izkaznice ali potnega lista, naslov, EMŠO, davčna številka, številka transakcijskega računa (v nadaljevanju: Osebnih Podatki)), pridobljene na podlagi te pogodbe, uporabljal in obdeloval za

forms of electronically forwarded or stored data and copies or duplicates thereof, and all written and oral, indirect, and direct actions, circumstances and facts connected to the conclusion and fulfilment of this contract, shall be protected by the Contracting parties as strictly confidential and as a trade secret. The Contracting parties shall also ensure that data, actions, circumstances, and facts shall not be made available to third parties that are not parties to this contract without prior written consent. This shall also apply to any singular and universal legal successors to either of the Contracting parties.

Without prejudice to the first paragraph of this article, the Contracting parties may disclose data from this contract or actions, circumstances and facts connected to the conclusion and fulfilment of this contract;

- (a) if that data is required to be disclosed in accordance with the applicable legislation and following a request from a court or a public authority;
- (b) if that data is in the public domain, unless this is the result of a breach of the contract;
- (c) where this has been agreed in the contract;
- (d) if that data is disclosed in court proceedings arising from or relating to the contract or the fulfilment of the obligations of the contract; and/or
- (e) to their auditors, employees, or legal and other professional advisers,

whereby the Buyer shall inform the Seller in writing without delay prior to such disclosure.

**VARIANT (loan):** The provisions of the first and second paragraphs of this article shall not apply to the bank where the Buyer is taking out the loan to secure the funds for payment of the purchase price under this contract.

Notwithstanding the provisions of this article, the Seller reserves the right to compile a report on the sales procedure – a press release containing relevant information about the sale (e.g. date and place of publication of the sale, number and country of origin of potential investors, name of the Buyer and purchase price).

#### Article 15

#### **VARIANT (natural persons): (Management of personal data)**

The Buyer has been explicitly informed that the Seller, in their capacity as the data controller, will use and process the Buyer's personal data (name and surname, identity card or passport number, address, personal identification number, tax number, bank account number (hereinafter: personal data)) obtained on the basis of this contract for the purposes of concluding

namen sklenitve in izvršitve te pogodbe, skladno s to pogodbo in relevantno zakonodajo.

Prodajalec bo Osebnne Podatke hranil le toliko časa, dokler bo to potrebno za doseg namena, zaradi katerega se bodo obdelovali, vendar največ 20 let po poteku leta na katerega se dokumentacija nanaša (skladno z ZDDV-1). Po izpolnitvi namena obdelave bo prodajalec Osebnne Podatke izbrisal, uničil ali anonimiziral.

Uporabniki podatkov pri prodajalcu so zaposleni v skladu z njihovimi pooblastili.

Kupec ima pravico zahtevati dostop do Osebnih Podatkov, popravek, dopolnitve, prenos (v kolikor je tehnično izvedljivo), omejitev obdelave ali izbris Osebnih Podatkov, pod pogoji določenimi s Splošno uredbo o varstvu podatkov št. 2016/679 z dne 27.4.2016 in skladno z relevantno zakonodajo. Kupec ima pravico tudi do vložitve pritožbe pri nadzornem organu, tj. Informacijskem pooblaščenca Republike Slovenije, na naslovu Zaloška 59, 1000 Ljubljana, Slovenija, telefonska številka: 00 386 (0)1 230 97 30, elektronski naslov: [gp.ip@ip-rs.si](mailto:gp.ip@ip-rs.si).

Pooblaščenca oseba za varstvo osebnih podatkov pri prodajalcu je dosegljiva na elektronskem naslovu: [gdpr@dutb.eu](mailto:gdpr@dutb.eu).

#### **16. člen (Obveščanje)**

Pogodbeni stranki se zavezujeata o vseh spremenjenih ali novih okoliščinah, ki so pomembne za izpolnitev te pogodbe, nemudoma obvestiti drugo pogodbeno stranko. Vsa obvestila morajo biti pisna in oddana priporočeno po pošti.

#### **17. člen (Končne določbe)**

Morebitne spore bosta pogodbeni stranki reševali sporazumno. V kolikor to ne bo mogoče, bo spor reševalo stvarno pristojno sodišče v Sofiji v Bolgariji, v skladu z Bolgarsko zakonodajo.

Morebitne spremembe te pogodbe bosta pogodbeni stranki dogovorili s pisnim dodatkom k tej pogodbi.

Če bi bila ali bi postala katera od določb te pogodbe v celoti ali deloma neveljavna ali neizvedljiva ali če bi bila v tej pogodbi pravna praznina, to ne vpliva na preostala pogodbeno določila. Pogodbeni stranki sta sporazumni, da se namesto neveljavne ali neizvedljive ali

and executing this contract, in accordance with this contract and relevant legislation.

The Seller will only retain the Buyer's personal data for as long as necessary in order to achieve the purpose for which such data processing is required, although for no more than 20 years after the end of the year to which the documentation relates (pursuant to ZDDV-1). Once the data processing is completed, the Seller shall delete, destroy, or anonymise the Buyer's personal data.

Only those of the Seller's employees with relevant authorisation may use the aforementioned data.

The Buyer shall have the right to request access to its personal data and to rectify, supplement, transfer (where technically feasible), restrict processing of or erase its personal data under the conditions set out by the General Data Protection Regulation No. 2016/679 of 27/04/2016 and in accordance with relevant legislation. The Buyer shall also have the right to lodge a complaint with the supervisory authority, i.e. the Information Commissioner of the Republic of Slovenia, at the address Zaloška 59, 1000 Ljubljana, Slovenia, tel.: 00 386 (0)1 230 97 30, e-mail: [gp.ip@ip-rs.si](mailto:gp.ip@ip-rs.si).

The personal data protection officer at the Seller can be contacted at [gdpr@dutb.eu](mailto:gdpr@dutb.eu).

#### **Article 16 (Notification)**

The Contracting parties undertake to notify the other party immediately of any changed or new circumstances that are material to the fulfilment of this contract. All notifications shall be made in writing and sent by registered post.

#### **Article 17 (Final provisions)**

The Contracting parties shall resolve any dispute amicably. If this is not possible, the dispute shall be resolved by the court in Sofia, Bulgaria in accordance with the Bulgarian law.

The Contracting parties shall agree on any amendments to this contract by means of a written addendum to this contract.

If any of the provisions of this contract is or becomes entirely or partly invalid or unenforceable, or if there is any legal vacuum in this contract, this shall not affect the remaining provisions. The Contracting parties agree that, where a provision is invalid, unenforceable, or non-existent, they shall use a provision that is closest

neobstoječe določbe uporablja določba, ki je najbližja namenu in cilju te pogodbe in volji pogodbenih strank.

### 18. člen

Ta pogodba je sklenjena, ko jo podpišeta obe pogodbeni stranki in ko je izpolnjen pogoj iz 1. odstavka 5. člena te pogodbe.

Ta pogodba je podpisana v dveh (2) izvodih, od katerih prodajalec prejme en (1) izvod, kupec pa enega (1).

V \_\_\_\_\_, \_\_\_\_\_

V Ljubljani, \_\_\_\_\_

Kupec:

Prodajalec:

\_\_\_\_\_

Družba za upravljanje  
terjatev bank, d.d.

Žiga Pfeifer  
v. d. izvršnega direktorja

Priloga:

- seznam delov stavbe
- seznam premočnin

to the purpose and objective of this contract and the will of the Contracting parties in its stead.

### Article 18

This contract is executed on the date it is signed by both Contracting parties and becomes effective upon fulfilment of the condition stipulated in the 1st paragraph of Article 5 of this Contract.

This agreement shall be signed in two (2) counterparts - one for the Seller and one for the Buyer.

Done in \_\_\_\_\_, \_\_\_\_\_

Done in Ljubljana, \_\_\_\_\_

**Buyer:**

**Seller:**

\_\_\_\_\_

Družba za upravljanje terjatev  
bank, d.d.

Žiga Pfeifer  
Acting CEO

Enclosure:

- list of RE
- list of movable property