

INVITATION TO THE ELECTRONIC PUBLIC AUCTION FOR THE PURCHASE OF REAL ESTATE – IZOLA SHIPYARD COMPLEX, BAMC ID 51

1. SUBJECT OF THE SALE AND RESERVE PRICE

The subject of the sale in this publication of the electronic public auction for the purchase of real estate (Izola shipyard, BAMC ID 51; hereinafter: the Invitation) is real estate owned by Družba za upravljanje terjatev bank d.d. (Bank Asset Management Company), registration no: 6339620000 (hereinafter: the Seller), with the following ID codes:

- parcel 2626 116/1 (ID 3915399), measuring 4,959 m²,
- parcel 2626 116/5 (ID 388158), measuring 3,514 m²,
- parcel 2626 116/6 (ID 3579338), measuring 2,977 m²,
- parcel 2626 116/7 (ID 2066738), measuring 810 m²,
- parcel 2626 116/8 (ID 2572021), measuring 468 m²,
- parcel 2626 116/9 (ID 1253630), measuring 146 m²,
- parcel 2626 116/10 (ID 1421572), measuring 1,482 m²,
- parcel 2626 116/11 (ID 1395575), measuring 822 m²,
- parcel 2626 117 (ID 351160), measuring 1,300 m²,
- parcel 2626 118/1 (ID 358107), measuring 1,874 m²,
- parcel 2626 118/2 (ID 1030013), measuring 723 m²,
- parcel 2626 119 (ID 4586209), measuring 163 m²,
- parcel 2626 120 (ID 262439), measuring 1,454 m²,
- parcel 2626 121/1 (ID 1022782), measuring 419 m²,
- parcel 2626 121/2 (ID 2366610), measuring 208 m²,
- parcel 2626 123/1 (ID 624876), measuring 305 m²,
- parcel 2626 123/2 (ID 121803), measuring 57 m²,
- parcel 2626 124/3 (ID 5158189), measuring 2,249 m²,
- parcel 2626 124/4 (ID 3815077), measuring 1,509 m²,
- parcel 2626 124/5 (ID 5163657), measuring 4,809 m²,
- parcel 2626 124/7 (ID 2645103), measuring 5,004 m²,
- parcel 2626 124/13 (ID 3171659), measuring 3,719 m²,
- parcel 2626 124/20 (ID 2714414), measuring 2,481 m²,
- parcel 2626 124/21 (ID 5064894), measuring 50 m²,
- parcel 2626 124/22 (ID 3553839), measuring 437 m²,
- parcel 2626 124/23 (ID 3049548), measuring 116 m²,

that by their nature comprise land equipped with utilities, measuring a total of 42,055 m², on which old shipbuilding and industrial buildings suitable for demolition stand, located at Cankarjev drevored 23, 6310 Izola.

The real estate listed in the previous paragraph is referred to collectively or individually as the “subject of the Agreement”.

1.1. Briefing on the subject of the Agreement

The potential buyer (bidder) has already been briefed, on the basis of this invitation:

- that the subject of the Agreement shall only be sold as the sum of individual properties;
- that the subject of the Agreement shall be sold on an “as is” basis;
- that for certain parts of the subject of this Agreement a quasi-easement has been entered in favour of the Municipality of Izola (ID of right/note 11194988, 11075705), as well as a note of dispute on the acquisition of a derived right (excluding easement) in favour of LADJEDELNICA IZOLA d.d. (ID of right/note 19334989, 19319146);

- that an energy performance certificate with reference nos. 2017-41-8-50368 and 2017-41-8-50369, valid until 18 June 2027, has been acquired for the subject of this Agreement;
- that the Seller is in indirect possession of the subject of this Agreement, as the latter is in the direct possession of Ladjedelnica Izola d.d., which is involved in a dispute regarding the vacating of the subject of this Agreement;
- that on 7 December 2020, the Municipality of Izola issued confirmation no. 3501-680/2020-2 regarding the purpose of land use for a portion of the subject of this Agreement, from which it is evident that the land in question relates to a settlement area on which the Municipality of Izola holds pre-emptive rights in accordance with the decree on the pre-emptive right of the Municipality of Izola and the pre-emptive right of the Municipality of Izola under Article 62 of the Cultural Heritage Protection Act (ZVKD-1), and on which the State holds a pre-emptive right in accordance with Article 22 of the Water Act (ZV-1);
- that on 9 December 2020, the Municipality of Izola issued confirmation no. 3501-681/2020-2 regarding the purpose of land use for a portion of the subject of this Agreement, from which it is evident that the land in question relates to a settlement area on which the Municipality of Izola holds a pre-emptive right in accordance with the decree on the pre-emptive right of the Municipality of Izola and the pre-emptive right of the Municipality of Izola under Article 62 of the Cultural Heritage Protection Act (ZVKD-1), and on which the State holds a pre-emptive right in accordance with Article 22 of the Water Act (ZV-1);
- that on 9 December 2020, the Municipality of Izola issued confirmation no. 3501-681/2020-3 regarding the purpose of land use for a portion of the subject of this Agreement, from which it is evident that the land in question relates to a settlement area on which the Municipality of Izola holds a pre-emptive right in accordance with the decree on the pre-emptive right of the Municipality of Izola and the pre-emptive right of the Municipality of Izola under Article 62 of the Cultural Heritage Protection Act (ZVKD-1), and on which the State holds a pre-emptive right in accordance with Article 22 of the Water Act (ZV-1);
- that on 9 December 2020, the Municipality of Izola issued confirmation no. 3501-682/2020-2 regarding the purpose of land use for a portion of the subject of this Agreement, from which it is evident that the land in question relates to a settlement area on which the Municipality of Izola holds a pre-emptive right in accordance with the decree on the pre-emptive right of the Municipality of Izola and the pre-emptive right of the Municipality of Izola under Article 62 of the Cultural Heritage Protection Act (ZVKD-1), and on which the State holds a pre-emptive right in accordance with Article 22 of the Water Act (ZV-1);
- that on 9 December 2020, the Municipality of Izola issued confirmation no. 3501-682/2020-3 regarding the purpose of land use for a portion of the subject of this Agreement, from which it is evident that the land in question relates to a settlement area on which the Municipality of Izola holds a pre-emptive right in accordance with the decree on the pre-emptive right of the Municipality of Izola and the pre-emptive right of the Municipality of Izola under Article 62 of the Cultural Heritage Protection Act (ZVKD-1), and on which the State holds a pre-emptive right in accordance with Article 22 of the Water Act (ZV-1); and
- that the sales agreement shall be concluded under the following conditions:
 - that the Municipality of Izola will issue a statement that it will not accept an offer for purchase of the subject of the Agreement;
 - that the Municipality of Izola will issue confirmation that it will not exercise its pre-emptive right for the subject of the Agreement based on Article 62 of the Cultural Heritage Protection Act (ZVKD-1); and
 - that the Slovenian Water Agency, within the Ministry of the Environment and Spatial Planning, will issue confirmation that it will not exercise its pre-emptive right for the subject of the Agreement based on Article 22 of the Water Act or will not issue an opinion regarding the Seller's offer within sixty (60) days from the receipt thereof.

1.2. Reserve price

The net reserve price for the subject of the Agreement shall be **EUR 6,610,000.00, excluding the associated tax (2% real estate tax or 22% VAT with a 'Declaration regarding the selection of real estate transaction taxation')**, which shall be paid by the buyer.



In the event of the purchase of the subject of the Agreement by the selected bidder or pre-emptive right holder who does not have the right to deduct the full amount of input VAT in accordance with Article 45 of the ZDDV-1, such that the subject of the Agreement would be subject to real estate tax, the selected bidder or pre-emptive right holder shall pay the difference between real estate tax and the input VAT that would be charged in the event of the failure to execute a tax-exempt sale pursuant to the ZDDV (waiver of tax obligation pursuant to Article 76a of the ZDDV-1),

The starting price of the subject of the Agreement at the e-auction shall be one minimum bid increment lower than the reserve price.

Example: if the reserve price of the subject of the Agreement is EUR 6,610,000, the initial price entered in the system shall be EUR 6,600,000; the first bidder to bid shall raise the initial price to the reserve price of EUR 6,610,000 taking into account the minimum bid increment of EUR 10,000.00 and thus confirm their declaration of intent and acceptance of the bid for that price.

2. SECURITY DEPOSIT

The security deposit shall be deposited on the Seller's current account no. SI56 2900 0005 1319 162 managed by UNICREDIT BANKA SLOVENIJA d.d., with a reference of **'00-registration number or birth date'** and a stated purpose of payment of **'Security deposit, e-auction for the Izola shipyard – BAMC ID 51'**, in the amount of **EUR 50,000.00** (referred to in this Invitation as the 'security deposit'), which shall constitute an essential condition for the validity of the bid and the bidder's participation in the selection of the most favourable bidder.

The security deposit for the subject of the Agreement shall be paid prior to the submission of 'Registration for the e-auction for the Izola shipyard – BAMC ID 51' (hereinafter: Registration). The Registration shall be accompanied by confirmation of payment of the security deposit, which shall constitute an essential condition for the validity of the bid and the bidder's participation in the selection of the most favourable bidder.

Payment of the security deposit shall be visible on the Seller's current account stated above by no later than **19 February 2021** (inclusive), which shall constitute an essential condition for the validity of the Registration and the bidder's participation in the selection of the most favourable bidder. Bidders are invited to inquire at their bank with regard to the date by which the bank can execute the payment in order for it to appear on the Seller's current account stated above in a timely manner.

By paying the security deposit in the amount of EUR 50,000.00, a bidder secures the right to bid at the auction for the subject of the Agreement.

If a bidder (as natural person or legal entity) is selected on the basis of this Invitation and subsequently registers a new legal entity in the Republic of Slovenia in which the bidder is the majority owner, the consideration may be paid from the current account of the newly registered legal entity, for which the winning bidder shall be required to submit the corresponding documentation before the conclusion of the sales agreement.

The security deposit shall not be subject to interest. Security deposits shall be returned to unsuccessful bidders as follows:

- **within five (5) days** from the conclusion of a sales agreement for the subject of the Agreement with the most favourable bidder, or
- **within five (5) days** from the notification sent to bidders regarding the suspension of the e-auction process, or
- **ninety (90) days** following the completion of the e-auction.

The security deposit shall be returned to the current account from which it was transferred in accordance with paragraph 1 of this point of the Invitation.

The security deposit is a sum of money, the payment of which confirms a bidder's obligation to conclude a sales agreement if selected in the e-auction process. The payment of the security deposit by a bidder who is selected in the e-auction process and who concludes a sales agreement for the subject of the Agreement shall count towards the down payment in relation to that sales agreement.

3. COURSE OF THE E-AUCTION PROCESS

The sale of the subject of the Agreement shall be conducted by the Seller.

The e-auction shall be conducted in accordance with the e-auction rules published on the website: <https://dutb.edrazbe.si/si/Splosni-pogoji>. Video instructions on how to register for a specific e-auction and on how to bid shall be available at the website: <https://dutb.edrazbe.si/>.

The e-auction shall be conducted on the website: <https://dutb.edrazbe.si/>

3.1. Terms and conditions of participation in the e-auction

Bidders may participate in the e-auction if they have correctly registered by electronic means by no later than **11:59:59 pm on 19 February 2021** (hereinafter: the Registration deadline) using the Registration form on the website <https://dutb.edrazbe.si/> under the tab 'Open auctions' no. 10051.

Bidders shall attach to their Registration a copy of confirmation of the timely payment of the security deposit (in pdf, jpg, tif or similar format). The aforementioned proof shall be enclosed in point 3 of the online Registration form (enclosure).

Bidders may be:

1. domestic and foreign natural persons; and
2. legal entities from the Republic of Slovenia or those persons with a registered office or citizenship in an EU Member State, which is proven by submitting an official extract from the ePRS (AJPES) or an official extract translated into Slovene from another appropriate commercial register if the status is not updated (in this case, a copy of the notarial record of a proposed entry, change, amendment, etc. shall be submitted) in the register in which a legal entity is entered. An extract from the ePRS (AJPES), the court register or other appropriate records shall not be more than thirty (30) days old.

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

The above-described proof shall be enclosed in point 3 of the online Registration form (enclosure). The Seller shall reserve the right to call on a bidder to submit the extract referred to in the previous sentence by an appropriate deadline, if a bidder fails to do so.

The Seller shall allow bidders to participate in the e-auction if they have:

- completed the Registration form properly;
- paid the security deposit in a timely manner and submitted confirmation of the payment thereof; and
- submitted a statement saying they agree with the rules and terms and conditions of the e-auction

by no later than 11:59:59 pm on 19 February 2021.

When the Registration is received by the Seller in the manner set out in paragraph 1 of this point of this Invitation, it shall be deemed to have been accepted by the Seller and the bidder. Thus, from that moment forward, it shall no longer be possible to withdraw from participation in the e-auction, and shall no longer be possible to demand reimbursement of the security deposit referred to in point 2 of this Invitation, except in the cases set out in paragraph 6 of point 2 of this Invitation.

A bidder shall accept the general terms and conditions on the use of the dutb.edrazbe.si information system when they register using their unique identification marker (token), which they receive for every auction.

3.2. Additional explanations:

A bidder shall secure the right to participate in an e-auction when they register and pay the security deposit. The Seller shall not disclose the number of bidders who paid the security deposit for the subject of the auction until the conclusion thereof.

If only one (1) bidder pays the security deposit for the subject of the auction, that bidder shall register in the <https://dutb.edrazbe.si/> information system and **submit at least one bid** during the course of the e-auction in order to acquire the subject of the auction.

For that purpose, the starting price shall be one (1) minimum bid increment lower than the reserve price (an example is given in point 1.2 of this Invitation).

If the sole bidder fails to submit a bid, the e-auction for the subject of the Agreement shall be deemed unsuccessful.

If two (2) or more bidders pay the security deposit and none of them submit a bid (i.e. the price is not raised at least one (1) time), the e-auction for the subject of the Agreement shall be deemed unsuccessful.

Immediately following their successful registration for the open e-auction on the website <https://dutb.edrazbe.si/>, bidders shall receive an automatically generated message with confirmation of their registration for the auction in question at the email entered in the Registration form for the open e-auction. An email shall only be **RECEIVED BY BIDDERS WHO SUCCESSFULLY COMPLETED ELECTRONIC REGISTRATION**. The receipt of the required data regarding a bidder (i.e. data that will be entered in a subsequent sales agreement, such as **participating interests in the event of co-ownership, etc.**), **the receipt of confirmation of the payment of the security deposit and evidence of the latter on the Seller's current account** shall be preconditions for the timely submission of data required for participation in the e-auction (i.e. **token**) by the organiser of the e-auction to the mail addresses provided by bidders. In the event that a bidder does not receive an email after registration, they should first check whether the message was sent to the 'Spam', 'Promotions' or 'Updates' folder. If not, they should contact the help desk via the 'Live chat' function (icon in the lower right-hand corner of the website). Bidders can also contact the help desk for other technical questions in the same manner.

The security deposit paid by the most favourable bidder (buyer) shall be deducted from the consideration.

If a bidder is unable to obtain ownership rights to the subject of the Agreement due to legal constraints on its side, the security deposit shall become the property of the Seller.

3.3. Notification of results

Immediately following the conclusion of the auction, the information system shall display a log of the course of the auction with data regarding individual bidders and the price achieved. Unsuccessful bidders shall have the right to file an appeal in accordance with point 6 of this Invitation. The log of the course of a concluded e-auction can be viewed subsequently by all bidders by logging into the system using the identification marker (token) issued for that e-auction.

Following confirmation of the most favourable bidder by the Seller's committee for that purpose, the Seller shall send notification via email to all participating bidders within **ten (10) days** regarding the winner of the e-auction or regarding the suspension of the e-auction (hereinafter: **Notification**).



4. CRITERIA FOR SELECTION AND THE CONCLUSION OF A SALES AGREEMENT

4.1. Selection criteria

The Seller shall reserve the right not to select a bidder during the process, i.e. it shall not be obliged to conclude a sales agreement with any bidder for the subject of the agreement or enter into any other legal relationship.

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

The selected bidder shall be informed about the acceptance of its binding offer in the manner defined in point 3.3 of this Invitation.

The Seller shall conclude a sales agreement for the subject of the auction with the most favourable bidder, i.e. the bidder who submitted the highest bid, provided that the bidder has fulfilled all conditions set out in the tender documentation.

The selected bidder shall be required to subsequently submit additional information pursuant to the provisions of the Prevention of Money Laundering and Terrorist Financing Act (ZPPDFT-1).

Prior to signing the sales agreement and if called upon to do so by the Seller's Compliance Department, the selected bidder shall provide proof regarding the source of own funds within **five (5) days from the Seller's request**. In the event of a bank loan, the bidder shall submit a statement from the bank in question confirming that the bank has approved funds for the bidder's purchase of the subject of the Agreement as the most favourable bidder.

If the selected bidder fails to submit the required documents and proof of the source of funds or approved funds for the purchase of the subject of the Agreement by the deadline set out in the previous paragraph of this point, the bidder shall be deemed to have refused to sign the agreement and the security deposit shall become the property of the Seller.

Following the fulfilment of the conditions set out in paragraphs 5 and 6 of this point, the most favourable bidder shall receive a sales agreement, the content of which is set out in the draft sales agreement that serves as **Enclosure 1** and an integral part of this Invitation, and shall sign that agreement within **eight (8) days** of the receipt thereof.

If the selected bidder fails to sign an agreement by the deadline set out in the previous paragraph of this point, the bidder shall be deemed to have refused to sign the agreement and the security deposit shall become the property of the Seller (the security deposit shall not be returned to the selected bidder and shall be retained by the Seller).

In the case referred to in the previous paragraph of this point, the Seller shall have the right (but shall not be obliged) to conclude an agreement with the bidder who submitted the second or next highest bid, without repeating the e-auction process. A newly called-on bidder shall have the possibility of entering into a sales agreement in the manner set out in paragraphs 5, 6, 7 and 8 of this point, but shall not be obliged to do so. Should a newly called-on bidder enter into a sales agreement, paragraphs 5, 6, 7 and 8 of this point shall apply *mutatis mutandis*.

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

In the preparation and conclusion of the sales agreement, the Seller shall take into account, with regard to contracting parties and co-ownership, the details of co-owners and participating interests evident from the Registration.

4.2. Mandatory content of the sales agreement

A draft sales agreement shall serve as an enclosure to this Invitation and shall be confirmed by a bidder with the submission of their bid. **The content of sales agreement shall not be amended.**

5. RIGHT TO SUSPEND THE E-AUCTION AND LIABILITY FOR DAMAGES

The Seller shall reserve the right to suspend the e-auction process at any time, but only until the conclusion of a legal transaction, and shall bear no liability whatsoever in this regard. Bidders may not file any claims against the Seller as the result of the aforementioned actions. Bidders shall be informed of the suspension of the e-auction in the manner described in paragraph 2 of point 3.3 of this Invitation. If the e-auction is suspended, the security deposit shall be returned to bidders without interest within thirty (30) days following the concluded e-auction.

6. APPEAL

Unsuccessful bidders shall have the right to file an appeal in connection with the e-auction process. An appeal shall be filed within **five (5) business days** following the display of the log on the course of the auction in accordance with point 3.3 of this Invitation.

An appeal shall be filed directly with the Seller in writing, and sent by registered mail with confirmation of receipt to the following address: Družba za upravljanje terjatev bank, d.d., Davčna ulica 1, 1000 Ljubljana, Slovenia

An appeal shall include a detailed explanation of the reasons for that appeal. An appellant shall state the name and address of the party filing the appeal, the ID code (RE ID) of the real estate in question, a description of alleged breaches, facts and proof of breaches.

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

A bidder may view the subject of the Agreement by prior arrangement and obtain additional information in connection with the subject of the Agreement from the Seller's representative, Andrej Filipič, at telephone no. +386 1 429 34 79, at GSM: +386 40 424 060, or via email (andrej.filipic@dutb.eu), from 9 am to 3 pm on business days, up to and including **23 February 2021**.

Viewings of the subject of the Agreement shall be carried out by prior arrangement with the Seller's representative referred to in the previous paragraph of this point, taking into account all of the guidelines issued by the Ministry of Health, the National Institute of Public Health (NIJZ) and other official institutions of the Republic of Slovenia.

The Seller shall reserve the right to extend the deadline for viewings and obtaining additional information, the offer period and the start date of the electronic auction, as long as government measures prevent movement between statistical regions prior to the expiry of the offer period.

A non-disclosure agreement (NDA) shall be signed prior to the viewing of any documentation of a confidential nature.

8. APPLICABLE LAW AND JURISDICTION

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



9. RULES OF THE ELECTRONIC PUBLIC AUCTION

1. The e-auction shall be held exclusively online via the portal at <https://dutb.edrazbe.si/> (access shall be possible using an up-to-date web browser for which the manufacturer provides support, such as MS Internet Explorer, MS Edge, Google Chrome, Mozilla Firefox, Apple Safari, etc.), or via a smart phone app, such as the e-Drazbe app on Google Play (for Android). The Seller shall not take into account offers that are not submitted in accordance with these rules.
2. Bidders who successfully send the Seller information in the above-described manner shall receive the identification marker required for access to the electronic public auction (token for the auction for which they will register) by no later than **4:00 pm on 23 February 2021** at the email addresses that they provide in the registration form. The identification marker shall uniquely identify bidders. They must therefore protect it accordingly and not disclose it to third parties in order to avoid abuse. Only bidders who have correctly registered in the e-auction system on the portal at <https://dutb.edrazbe.si/> in a timely manner may submit bids. Bidders shall receive an identification marker (token) for the e-auction. The email shall contain precise information about which e-auction the identification marker (token) applies to and when the e-auction begins. Individual tokens shall be used for the e-auction for which they are intended.
3. If a bidder does not receive an email by the stated deadline with the identification marker for access to the e-auction, they should first check whether the message was sent to the 'Spam', 'Promotions' or 'Updates' folder. If not, they should contact the help desk via the 'Live chat' function (icon in the lower right-hand corner of the website). Bidders can also contact the help desk for other technical questions in the same manner. Specific questions in connection with the subject of the auction may be sent to the real estate manager Andrej Filipič at telephone no. +386 1 429 34 79 or email to andrej.filipic@dutb.eu.
4. The e-auction shall be subject to the <https://dutb.edrazbe.si/> system's general terms and conditions, which are accessible at <https://dutb.edrazbe.si/sl/Splosni-pogoji> and to which bidders shall agree through identification in the information system every time they register with the help of the token they receive.
5. If only one bidder has paid the security deposit, they shall submit at least one bid for the successful purchase of the subject of the auction. The same shall apply *mutatis mutandis* when the security deposit is paid by several bidders for the subject of the Agreement. If no bidders pay the security deposit for the subject of the auction, the electronic public auction for the subject in question shall be deemed unsuccessful.
6. The electronic auction for the subject of the Agreement shall begin at **10:00 am on 25 February 2021**. The e-auction shall be held for 10 minutes with the possibility of extension by a maximum of 70 minutes. The system for conditional extension is composed as follows: if any bidder raises their bid during the final minute of the public auction, the e-auction shall be automatically extended for an additional minute (which will be visible to all bidders in real time within the system). If any bidder raises their bid less than one minute before the expiry of the new (extended) deadline, the e-auction shall be extended for another minute and so on. This means that the e-auction shall be extended as long as the bidders express interest, but for a maximum of 70 minutes. After that time has passed, the e-auction shall no longer be extended and shall be won by the last highest bidder.
7. The minimum bid increment in the e-auction process shall be **EUR 10,000.00**. The system shall show all bidders registered in the system, from the beginning of the e-auction onwards, the time remaining until the conclusion of the e-auction, any extensions to the e-auction, the current highest bid (without stating the identity of the highest bidder), and the most recent bid of the bidder registered in the system. The system shall facilitate bidding (the submission of a new price that will be at least EUR 10,000.00 or more higher than the current bid price). **If a bidder wishes to raise their bid by three times the minimum bid increment or more, the information system shall provide a separate notice of the higher amount before the submission of such a bid, and the bidder shall confirm that price. Only after confirmation will the bid to be sent to the information system.**

8. Bidders shall be bound to their most recent bid until a higher bid is received. The bidder with the highest bid at the conclusion of the e-auction shall win the auction.
9. Bidders' bids shall be binding until the conclusion of the e-auction, and cannot be withdrawn or rescinded in any other manner until that time.
10. Immediately following the conclusion of the e-auction, the system shall display to all registered bidders a log of the course of the auction, from which the following shall be evident: the entire course of the auction, successful and unsuccessful bids received from every bidder during the bidding process, and the most favourable bidder with the winning bid.

WARNING: to ensure the transparency of the auction process, every bidder shall confirm, by registering for a specific auction, that they agree to the displaying of a log of the course of an auction at the conclusion thereof. The column 'Bidder' in the log shall include their name and surname (i.e. the initial bid) and all of their (successful and unsuccessful) bids. By confirming their registration, a bidder declares that they agree with the aforementioned method.

11. The Seller shall protect personal data in accordance with the law and only use them for the purpose of conducting the e-auction in question, for repaying the security deposit and for publishing the auction log for the purpose of ensuring the transparency of the process. By confirming and submitting the Registration, the signatory shall be deemed to have given their consent to the publication of their name in the electronic auction system following the conclusion of the electronic public auction.
12. On the basis of a bidder's written consent, several entities may participate in the e-auction for the subject of the Agreement on the bidder's behalf, where those entities shall be listed when registering for the electronic auction, together with a statement of all identification data (name and surname or name of company, address of permanent residence or registered office, personal identification number or registration number for companies) and participating interest (expressed as a fraction), in the manner envisaged on the electronic form. It shall not be possible to change the persons or list additional persons after Registration has been submitted.

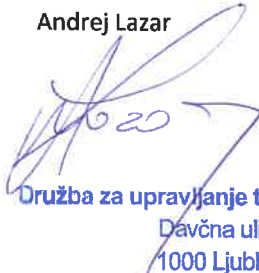
Ljubljana, 12 January 2021

Seller:

Družba za upravljanje terjatev, d.d.
Director of Real Estate Management:
Andrej Lazar

Enclosure 1:

- Draft sales agreement



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

