

INVITATION
TO SUBMIT BINDING BIDS TO PURCHASE
THE CESSNA CITATION 560XL AIRCRAFT

1. SUBJECT OF THE CONTRACT

In this Invitation to submit binding offers to purchase the Cessna Citation 560XL aircraft (hereinafter referred to as: **“the invitation”**) , the Cessna Citation 560XL aircraft with registration mark S5-ICR constitutes the subject of the contract (hereinafter referred to as: **“the subject of the contract”**) that is owned by Družba za upravljanje terjatev bank, d.d., company registration number: 6339620000 (hereinafter also referred to as: **“the seller”**).

1.1. About the subject of the contract

A potential buyer (bidder) is hereby acquainted with the following:

- the subject of the contract shall be sold and bought on an “as is” basis, without a warranty for any subsequent defects;
- 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;
- the subject of the contract is not in a flying state so it cannot be tested in the air;
- the subject of the contract is situated within the controlled area, and is parked at Jože Pučnik Airport in Ljubljana.

2. BIDDING PROCEDURE

The procedure of selling the subject of the contract shall be conducted by the seller. Domestic and foreign natural persons and legal entities that are permitted to obtain a title to movable property in Slovenia under the applicable legislation may participate in the sales procedure.

Bidders shall send their binding bids by registered mail in a closed envelope addressed to: Družba za upravljanje terjatev bank, d.d., Davčna ulica 1, 1000 Ljubljana. The following text shall be added under the addressee: **“NE ODPIRAJ - PONUDBA ZA NAKUP LETALA CESSNA”**.

The seller will consider **formally complete** binding bids for the purchase of the subject of the contract, which they shall, within the time limit for the submission of binding bids (in this invitation also referred to as: **“Bidding deadline”**), receive in a manner stipulated in paragraph 2 of this section by the end of the bidding deadline, and for which the bid bond is paid by the time the bid is submitted, as stipulated under section 2.2 of this Invitation.

Additionally, the bid for the purchase of the subject of the contract shall also contain adequately completed and signed statements in the framework of the Know Your Customer procedure (**Annex 2** hereto).

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

The indicative net sales price of the subject of the contract is stipulated in the amount of EUR 800,000.00 EUR + associated tax.

The associated tax will be stated in the contract of sale to be concluded at a later date (normally a rate of **22% VAT** applies) and shall be paid by the buyer.

The deadline for the submission of binding bids (the bidding deadline) shall be 12 April 2021 (by 23:59:59 hours).

The bid shall be deemed to have been submitted in time if it is sent by registered mail by the end of the bidding deadline.

The very moment the bid is received by the seller it can no longer be recalled or withdrawn, and from that moment on it is also not possible to require to be reimbursed for the bid bond, except in cases set out in paragraph 4 of section 2.2 of this invitation.

The bidder shall be deemed to have submitted a new (corrected, amended) bid in time if by the end of the bidding deadline they informed the seller in writing of withdrawing their original bid and have submitted a new bid, with the time of submitting the new bid being considered the date and time of the submission of the bid. Should the new bid arrive after the bidding deadline, the previous bid submitted in time shall be taken into consideration.

If a bid fails to arrive at the above-stated seller's address in time, it shall be excluded from further consideration. The bidder whose bid is excluded from further consideration shall be reimbursed the bid bond in the same manner as the rest of the non-selected bidders in line with paragraph 4 of section 2.2 of this invitation.

2.1 Content of the binding bid

The seller shall consider the binding bids for the purchase of the subject of contract that are **complete in terms of substance**, signed by the bidder, and submitted on the completed form entitled "**BINDING BID FOR THE PURCHASE OF THE CESSNA AIRCRAFT**" (in this invitation also referred to as: "**the form**").

If the bid is not completed and submitted on the attached form including the **obligatory annex** (the slip providing evidence that the bid bond has been paid with the date of payment being indicated), it shall be excluded from further consideration and from the sales procedure. The bidder whose bid is excluded from further consideration shall be reimbursed the bid bond in the same manner as the rest of the non-selected bidders in line with paragraph 4 of section 2.2 of this invitation.

The form is available at <https://dutb.eu/>. The bidder may complete and print the form from the aforementioned link. In case the bidder does not have the possibility to access the website where the relevant form is published, they can ask the seller's representative to assist them in obtaining or completing the form.

The seller reserves the right to eliminate incomplete, incorrectly completed or illegible forms from further consideration and from the sales procedure. The bidder whose bid is eliminated from further consideration shall be reimbursed the bid bond in the same manner as the rest of the non-selected bidders in line with paragraph 4 of section 2.2 of this invitation.

The form is intended either for a single bidder who is to submit their bid alone and who is to be the final buyer (only owner) and the only payer for the selected subject of the contract, or for two or more bidders who are to submit their bid together, and all of whom are to be final buyers (co-owners) and payers of the selected subject of the contract.

In the framework of the relevant procedure, each bidder may submit more bids, where one (1) completed the form from paragraph 1 of this section (including the slip providing evidence that the bid bond has been paid with the date of payment being indicated) sent in one (1) closed envelope in line with the provisions of this invitation shall be considered one (1) bid. For each bid, a new bid bond shall be paid.

Envelopes containing more than one bid (forms) will be eliminated from further consideration and from the sales procedure. The bidder whose bid is excluded from further consideration shall be reimbursed the bid bond in the same manner as the rest of the non-selected bidders in line with paragraph 4 of section 2.2 of this invitation.

The following two documents are mandatory and essential components of the bid and a prerequisite for the bid to be complete in terms of its substance:

- **Correctly completed form (Annex 3),**
- **The slip evidencing that the bid bond has been paid with the date of payment being indicated.**

At the time of submitting the form, the bidder shall also be obliged to submit adequately completed and signed **statements in the framework of the Know Your Customer procedure (Annex 2 hereto)**. In the event the bidder fails to submit or if they submit an incomplete statement, completed and signed as stipulated in the preceding sentence, the seller reserves the right to invite the bidder to submit or supplement such a statement within a reasonable time limit.

If the bidder is a foreign legal entity, they must attach to their bid a certified translation into Slovene of an excerpt from the relevant register in which they are entered as a legal entity. In the event the bidder fails to submit the excerpt as stipulated in the preceding sentence, the seller reserves the right to invite the bidder to submit such an excerpt within a reasonable time limit.

The bidder shall be obliged to submit the statements and data from the preceding two paragraphs of this section no later than within 10 business days of receiving the seller's invitation to do so, otherwise their bid shall be eliminated from further consideration and from the sales procedure. The bidder whose bid is excluded from further consideration shall be reimbursed the bid bond in the same manner as the rest of the non-selected bidders in line with paragraph 4 of section 2.2 of this invitation.

In any case, foreign legal entities and natural persons must obtain a unique identification number in Slovenia before entering into any contract of sale.

The bid may be written either in Slovene or English.

The bid shall be binding and irrevocable and shall apply by the end of this bidding procedure (including the signing of contracts of sale).

2.2. Bid bond

Within the bidding deadline i.e. by the time the bid is submitted (the slip providing evidence that the bid bond has been paid with the date of payment being indicated is an obligatory annex to the bid), the bidder shall be obliged to pay to the seller's bank account no. SI56 2900 0005 1319 162, opened at UNICREDIT BANKA SLOVENIJA d.d., indicating the reference no. "**__-company registration no. or date of birth**", and the purpose of payment "**BID BOND FOR THE PURCHASE OF CESSNA AIRCRAFT**", the bid bond in the amount of **EUR 50.000,00 EUR** (in this invitation also referred to as: "**the bid bond**") which is a prerequisite for the validity of the bid and the participation of the bidder within this bidding and sales procedure.

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 in the above account of the seller in time.

If the bidder, either in their capacity as a natural person or a legal entity, is selected in this bidding procedure, and they subsequently register a new legal entity in the Republic of Slovenia, which they are the majority owner of, the purchase price may be paid from the bank account of this newly registered legal entity, for which the winning bidder will have to submit the corresponding documentation before entering into the contract of sale.

The bid bond shall bear no interest. Bid bonds will be returned to non-selected bidders within:

- **five (5) days** of the date on which the contract of sale is concluded with the selected bidder for the subject of the contract, or
- **five (5) days** of the date on which a notice is sent to the bidder that the bidding procedure has been annulled, or
- **ninety (90) days** after the end of the bidding deadline.

The bid bond money shall be deposited back to the bidder's bank account from which it was wired in the first place in line with paragraph 1 of section 2.2 of this invitation.

If the bidder fails to pay the bid bond within the bidding deadline, i.e. by the time they submit their bid, and at the same time no deposit can be seen on the seller's bank account no later than two (2) business days after the end of the bidding deadline, that bidder's bid will be eliminated from further consideration and from the sales procedure.

The bid bond is a sum of money through the payment of which the bidder participating in the bidding procedure confirms its obligation to conclude a contract of sale in case they get selected.

The payment of the bid bond by the bidder who gets selected in the relevant bidding procedure and who concludes the contract of sale for the subject of the contract shall count towards the down payment signifying the subsequent conclusion of the contract of sale.

2.3. Opening the binding bids

The opening of the binding bids shall take place within **thirty (30) days** after the end of the bidding deadline, and shall be carried out by a three-member committee at the seller's seat. The opening of the binding bids **shall not be open to the public**.

2.4. Criteria and manner of selecting the best bidder

The selected bidder shall be selected on the basis of the following criterion:

- **the highest offered price excl. VAT.**

However, in case more than one bidder submits the same highest bid, the seller reserves the right to conduct additional negotiations, a public auction, or not to select any bidder from among such bidders. Furthermore, the seller is also not obliged to conclude the contract of sale for the subject of the contract with any of the bidders or to enter into any other legal relationship with them.

2.5. Notification of non-selected bidders

The seller shall notify **all** the bidders (those who were selected and those who were not) of the outcome of the bidding procedure via their emails stated in the bidding form or by registered mail (in this invitation also referred to as: "**the notification**") no later than within ten (10) days of the approval of the sale by the relevant credit and investment committee of the seller, or shall notify all the bidders that the bidding procedure has been annulled. Non-selected bidders shall have the right to file a complaint in accordance with section 6 of this invitation.

3. CONCLUSION OF THE CONTRACT OF SALE

The seller reserves the right not to select any bidder in the procedure, and is also not obliged to conclude the contract of sale for the subject of the contract or to enter into any other legal relationship with any of them.

The seller shall conclude the contract of sale for the subject of the contract with the best bidder i.e. the one who submitted the highest bid, provided the bidder meets all the conditions from the bidding documents.

The selected bidder shall be notified of their bid being selected in a manner defined in section 2.5. of this invitation.

The selected bidder will subsequently also have to provide additional information pursuant to the provisions of the Prevention of Money Laundering and Terrorist Financing Act (ZPPDFT).

Before executing the contract of sale and if so requested by the seller's compliance office, within five (5) days of the seller's request the selected bidder will have to demonstrate the origin of their assets, and, if they have taken out a bank loan, they will have to submit a statement from the bank that it has granted them the assets needed to purchase the subject of the contract for which they have been selected as the best bidder.

If the selected bidder fails to submit the required documents and demonstrate the origin of their assets or the granting of the assets for the purchase of the subject of the contract within the time limit from the preceding paragraph of this section, they shall be deemed to have withdrawn from the signing of the contract, and the bid bond shall fall due for the benefit of the seller.

Once the conditions from paragraph 4 and paragraph 5 of this section are met, the best bidder shall receive the contract of sale, the content of which is stipulated in the draft contract of sale which in the form of **Annex 1** constitutes an integral part of this invitation. The best bidder shall be required to sign the contract of sale within **eight (8) days** of the receipt thereof. If the selected bidder fails to sign the contract of sale within eight (8) days of receiving it, they shall be deemed to have withdrawn from the signing of the contract of sale, and the bid bond shall fall due for the benefit of the seller (the bid bond shall not be returned to the selected bidder and shall be retained by the seller).

If the selected bidder withdrew from the signing of the contract from the preceding paragraph of this section, the seller is entitled (but not obliged) to conclude the contract with any of the bidders who submitted a reasonable and valid bid for the same subject of the contract without repeating the bidding procedure, no later than within **ninety (90) days** after the end of the bidding deadline. A potentially newly invited bidder **shall be obliged** to conclude a contract of sale in the manner set out in the paragraph 3 of this section. If the newly invited bidder proceeds with the signing of the contract of sale, the provisions of paragraphs 4, 5, 6 and 7 of this section shall apply as appropriate.

All public contributions and costs, including any notarial costs (except for any cost of the notarisation of the seller's signature) associated with the conclusion and execution of the contract of sale shall be borne by the selected bidder (buyer) in accordance with the provisions of the contract of sale.

In the preparation and conclusion of the contract of sale, the seller shall, with regard to contracting parties and co-ownership, take into account the details of co-owners and participating interests as evident from the form.

3.1. Mandatory content of the contract of sale

In Annex 1 hereto is a draft contract of sale, which the bidder, by submitting their bid, approves and agrees entirely with the content thereof.

4. COSTS OF PROCEDURE AND DECLARATION OF WILL

Bidders shall bear the costs of participation in this bidding procedure regardless of the outcome of the procedure, i.e. regardless of whether they get selected or not. The seller reserves the right to amend the procedure and the terms of sale.

By participating in this bidding procedure, bidders shall be deemed to agree with the terms of the procedure, and to explicitly agree also with the terms set out in this invitation.

5. RIGHT TO CANCELLATION (ANNULMENT) AND LIABILITY FOR DAMAGES

The seller reserves the right, at any time but only up to the time of entering into the legal transaction, to reject all the bids, thus annulling the bidding procedure, the sales procedure or any additional negotiations, without any liability in this respect, and the bidders may not file any claims against the seller as the result of any of such actions. The bidders shall be notified of the annulment of the bidding procedure in a manner defined in section 2.5 of this invitation. The seller shall not compensate the bidders for the costs which they incur in this respect.

The seller has no liability for damages whatsoever.

6. COMPLAINT

Non-selected bidders have the right to file a complaint. The complaint shall be filed within **five (5) business days** after the delivery of the seller's decision (notification).

The complaint shall be filed in writing directly with the seller by registered mail with acknowledgment of receipt to the following address: Družba za upravljanje terjatev bank, d.d., Davčna ulica 1, 1000 Ljubljana.

The complaint shall be substantiated in detail. The person filing the complaint shall indicate the name and address of the applicant, subject of the contract, description of alleged violations, facts and evidence of violations.

6. INSPECTING THE SUBJECT OF THE CONTRACT AND ADDITIONAL INFORMATION

Potential bidders may obtain any additional information in relation to the subject of the contract following a preliminary arrangement with the seller's representative Blaž Ribič either by calling at 030 602 724 or by sending an email to: blaz.ribic@dutb.eu, on weekdays between 9 a.m. to 3 p.m. up to and including **9 April 2021**.

The subject of the contract is available for inspection following a preliminary arrangement with the seller's representative Blaž Ribič (blaz.ribic@dutb.eu 030 602 724) up to and including **10 April 2021**, while taking into account the guidelines of the Ministry of Health, National Institute of Public Health and other official institutions of the Republic of Slovenia.

The seller reserves the right to extend the time limit for obtaining additional information as well as the bidding deadline, especially if state measures will again impede the free movement of people among municipalities or statistical regions before the end of the bidding deadline.

In order to inspect any documentation of a confidential nature, a non-disclosure agreement must be signed in advance (NDA).

7. APPLICABLE LAW AND JURISDICTION

The law of the Republic of Slovenia shall apply to this invitation and any relations arising in connection with this invitation, and any potential disputes shall be resolved by the competent court in Ljubljana having territorial and material jurisdiction over the case.

Ljubljana, 12 March 2021

Seller:

Družba za upravljanje terjatev bank, d.d.
Head of Real Estate Management
Andrej Lazar

Annexes:

- 1- Contract of Sale;
- 2- Statements;
- 3- Form.