

INVITATION
TO SUBMIT BINDING BIDS TO PURCHASE
GRAND HOTEL OASYS in Bulgaria –
DUTB ID 5044

1. SUBJECT OF THE CONTRACT

The subject of the contract in this invitation to submit binding bids to purchase Grand Hotel Oasys in Bulgaria - DUTB ID 5044 (hereinafter: **invitation**) is **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 II (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" includes the separate objects listed in **Attachment 5** (hereinafter: **subject of the contract**), which is owned by Družba za upravljanje terjatev bank, d.d. (Bank Asset Management Company - BAMC), registration number: 6339620000 (hereinafter: **Seller**).

1.1 About the subject of the contract

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

- that the subject of the contract shall only be sold as the totality of the individual properties therein comprised;
- that the subject of the contract shall be sold and bought on an "as is" basis;
- that the subject of the contract also contains the equipment/items (hereinafter: movable property) listed in **Attachment 4** to this Invitation;
- that the movable property is being sold without any documentation or warranties, and that the Seller shall not be liable for quantitative deviations between the established - agreed quantity and the actual quantity of movable property;
- that the subject of the contract was constructed and is used on the basis of:
 - Construction permit No.28 issued on 23 March 2002 by the Nessebar Municipality;
 - Construction permit No.99 issued on 01. November 2004. by the Nessebar Municipality;
 - Legalisation Act No. 33/ 10.06.2003 issued by Nessebar Municipality;
 - Legalisation Act No. 42/ 24.07.2003 issued by Nessebar Municipality;
 - Use permit issued on 25 September 2003 under ref. no. 516 by the Ministry of Regional Development and Public Works, Direction National Construction Control;
 - 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;
 - 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;
 - 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;
- 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.

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 titles to real estate in Bulgaria under the applicable legislation may participate in the sales process.

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, Slovenia, or handed in in person to the secretarial office of the Seller to the address indicated above, adding the following text: **“NE ODPIRAJ - PONUDBA ZA NAKUP GRAND HOTELA OASYS v Bolgariji - DUTB ID 5044”**. There must be a stamp or signature of the person authorised to submit the binding bid on the envelope, covering the flap on the reverse side, in order to prove that the sealed envelope has not been opened.

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 the second paragraph 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 (**Attachment 2** hereto).

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

The indicative net sales price of the subject of the contract is stipulated in the amount of EUR 4,780,000.00 VAT not included, which includes:

- (i) **the 2% value of land plot no. 51500.505.98 on which VAT shall be charged,**
- (ii) **the 98% value of building ‘OASYS’ hotel complex with ID no. 51500.505.98.1 on which VAT shall not be charged and**
- (iii) **movable property in the amount of EUR 180,000.00 on which VAT shall be charged.**

The associated expenses including but not limited to notary fees, Municipal tax and Property register fee and the due amount of the VAT shall be stated in the Preliminary Sales Contract to be concluded at a later date and shall be paid by the Buyer.

The deadline for the submission of binding bids (the bidding deadline) shall be 31.12.2022 (by 23:59:59 hours).

The bid shall be deemed to have been submitted on time if it is sent by registered post or is delivered in person to the Seller’s secretarial office, 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 the fourth paragraph 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 the fourth paragraph of section 2.2 of this invitation.

Bidders shall be able to submit bids for the subject of the contract already on the first day following the publication of this invitation (from 07.11.2022), which is also published on the following website: nepremicnine.dutb.eu.

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 GRAND HOTEL OASYS in Bulgaria - DUTB ID 5044"** (in this invitation also referred to as: **"the form"** - Attachment 1 to this invitation).

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 for the bid bond in the same manner as the rest of the non-selected bidders in line with the fourth paragraph of section 2.2 of this invitation.

The form is available at nepremicnine.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 excluded from further consideration shall be reimbursed for the bid bond in the same manner as the rest of the non-selected bidders in line with the fourth paragraph 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 form from the first paragraph of this section including the obligatory annex (slip providing evidence that the bid bond has been paid with the date of payment indicated) sent in one (1) closed envelope in line with the provisions of this invitation shall be considered one 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 for the bid bond in the same manner as the rest of the non-selected bidders in line with the fourth paragraph of section 2.2 of this invitation.

The bidding procedure takes into consideration only the conditions for bids and sale, documents, statements, and other documentation, that are the subject of the demands from the invitation to bid and the required annexes. Any other or additionally attached documentation, documents, statements or changed or contrary bidding or sales conditions, shall not be considered in the procedure and will be considered irrelevant.

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 (Attachment 1),**
- **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 (Attachment 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, which must be apostilled and not more than three months old. 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 **ten (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 for the bid bond in the same manner as the rest of the non-selected bidders in line with the fourth paragraph 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 Preliminary Sales Contract.

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 0292 4026 0336 063, held at NLB d.d., indicating the reference no. "**00 __-year and DUTB ID**" and purpose of payment "**BID BOND FOR PURCHASE OF GH OASYS in Bulgaria - DUTB ID 5044**, the bid bond in the amount of **EUR 240,000.00** (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. A transfer to any other bank account of the Seller opened in the Republic of Slovenia also counts as valid payment of the bid bond.

If the bidder paid the bid bond and failed to submit their bid until the expiry of the bidding deadline, the Seller shall retain the paid bid bond (the bid bond is not returned to the 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 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 Preliminary Sales Contract.

The bidder agrees to the payment of the bid bond in terms of its substance and all the terms set out in this invitation and its attachments.

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 Preliminary Sales Contract 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 shall be deposited back to the bidder's bank account from which it was wired in the first place in line with the first paragraph 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 one (1) business day 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 Preliminary Sales Contract 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 Preliminary Sales Contract for the subject of the contract shall count towards the down payment signifying the subsequent conclusion of the Preliminary Sales Contract.

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 registered office. 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:

- **highest tendered price;**

however, the Seller reserves the right to conduct **additional negotiations or not to select any bidder from among such bidders.** Furthermore, the Seller is also not obliged to conclude the Preliminary Sales Contract for the subject of the contract with any of the bidders or to enter into any other legal relationship with them.

Negotiations are conducted by a standing committee appointed by the Seller.

In the event that the Seller does not decide to conduct additional negotiations or fails to select any bidder, then if more than one bidder has submitted the same highest bid, the best bid is the one that was submitted sooner.

2.5 Notification of (non-)selected bidders

The Seller shall notify **all the bidders** (those who were selected and those who were not) for the purchase of GRAND HOTEL OASYS in Bulgaria – DUTB ID 5044 of the outcome of the bidding procedure via their emails stated on the submitted envelope or by registered mail (in this invitation also referred to as: **"the notification"**) no later than **within ten (10) business days** of the approval of the sale by the Seller's relevant decision-making body, or shall notify all the bidders that the bidding procedure has been annulled.

If in the notification the Seller invites bidders to additional negotiations or to raise their bids, such a notification is not considered a rejection of the bids already submitted according to the second paragraph of Article 29 of the Code of Obligations, so these remain valid until the end of the sales procedure or until the bids are improved by an individual bidder (potential buyer), this being expressly accepted by the bidder (potential buyer) when they submit the bid.

3. CONCLUSION OF THE PRELIMINARY SALES CONTRACT

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

The Seller shall conclude the Preliminary Sales Contract 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 shall subsequently, no later than within **ten (10) business days** of the Seller's request, provide **additional information** pursuant to the provisions of the Prevention of Money Laundering and Terrorist Financing Act.

Before executing the Preliminary Sales Contract and if so requested by the Seller's compliance office, within **ten (10) business days** of the Seller's request the selected bidder will have to provide details about the actual owners and 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, provide details about the actual owners 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 two paragraphs 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 the fourth and fifth paragraphs of this section are met, the best bidder shall receive the Preliminary Sales Contract, the content of which is stipulated in the draft Preliminary Sales Contract which in the form of **Attachment 3** constitutes an integral part of this invitation. The best bidder shall be required to sign the Preliminary Sales Contract within **eight (8) days** of the receipt thereof. If the selected bidder fails to sign the Preliminary Sales Contract within eight (8) days of receiving it, they shall be deemed to have withdrawn from the signing of the Preliminary Sales Contract, 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 Preliminary Sales Contract from the preceding paragraph of this section, the Seller is entitled (but not obliged) to call on the bidder who submitted the second highest or next highest reasonable and valid binding bid to conclude the contract for the same subject of the contract without repeating the bidding procedure, no later than within **sixty (60) days** after the end of the bidding deadline. The potential newly invited bidder **shall be obliged** to sign the Preliminary Sales Contract, and the provisions of the fourth, fifth, sixth and seventh paragraph of this section of the invitation shall apply as appropriate.

If the Seller fails to call on the bidder who submitted the second highest or next highest reasonable and valid binding bid to conclude the contract within the period indicated in the previous paragraph of this section of the invitation, but instead within **sixty-one (61) to ninety (90) days** after the end of the bidding deadline, the newly invited bidder shall still have the **possibility** of concluding the Preliminary Sales Contract but will not be obliged to do that. If the newly invited bidder proceeds with the signing of the Preliminary Sales Contract, the provisions of the fourth, fifth, sixth and seventh paragraph of this section of the invitation 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 Preliminary Sales Contract shall be borne by the selected bidder (buyer) in accordance with the provisions of the Preliminary Sales Contract.

In the preparation and conclusion of the Preliminary Sales Contract, 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 Preliminary Sales Contract

In **Attachment 3** hereto is a draft Preliminary Sales Contract, 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. 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 Andrej Filipič either by calling at +386 1 429 34 79 or +386 40 424 060 or by sending an email to: andrej.filipic@dutb.eu, on weekdays from 9 am to 3 pm up to and including 23.12.2022.

The subject of the contract is available for inspection following a preliminary arrangement with the Seller's representative from the previous paragraph of this section, while taking into account all the guidelines of the Ministry of Health, National Institute of Public Health and other official institutions of the Republic of Slovenia.

In order to inspect any documentation of a confidential nature, a non-disclosure agreement must be signed in advance (the so-called 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, 02.11.2022

Seller:

Družba za upravljanje terjatev bank, d.d.
Žiga Pfeifer
Acting CEO



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

Attachments:

- 1 - Form;
- 2 - Statements;
- 3 - Draft Preliminary Sales Contract;
- 4 - List of equipment;
- 5 - List of RE.



