



NOVA LJUBLJANSKA BANKA d.d., Ljubljana, Trg republike 2, 1000 Ljubljana, identification no. 5860571000, tax no. SI 91132550 ('the Seller'), publishes

PUBLIC TENDER FOR COLLECTION OF BINDING OFFERS FOR PURCHASE OF RECEIVABLES NO. 1-2023-HR

The Seller publishes the tender in question for collection of binding offers for purchase of its receivables against two Croatian natural persons (hereinafter referred to as "the Debtor", where required "Debtor A" and "Debtor B") arising from the Debtor's guarantees to the Croatian legal entity.

1. Subject of the sale

The Seller intends to sell its receivables against the Debtor, together with the assets and side rights (hereinafter "the Receivables"). The seller conducts enforcement proceedings against the Debtor based on the enforceable title (final and enforceable judgment) for an amount of EUR 2.680.401.71 with the accruals, as detailed in the court's judgments.

2. Sale procedure

The sale process is led by the Seller. Domestic and foreign natural and legal persons, which in accordance with the following conditions express their interest in the submission of offers for purchase of the Receivables, may participate in the sale of the Receivables procedure.

The Seller will enable insight into documentation regarding the Receivables to the bidders which will express their interest within the deadline and meet other conditions of this tender, thereafter bidders will be able to submit their binding offers. The Seller will call on the best or ultimately selected bidder, to conclude a purchase of receivables agreement.

The expression of interest and subsequent offers shall be forwarded in a closed envelope or wrapper to: **NLB d.d., Upravljanje problematičnih naložb in izterjava, Trg republike 2, 1520 Ljubljana, marked with "ne odpiraj – razpis za odkup terjatev št.1-2023-HR"** (transl.: "do not open – tender for purchase of receivables no.1-2023-HR"). The name and address of the tenderer must be written on the back of the envelope or wrapper.

3. Expression of interest for the submission of offer

3.1. Deadline and delivery method for the expression of interest for submitting an offer

The Seller will consider the expressed interest in purchase of the Receivables, which will be delivered to the Seller in writing to the address from point 2 of this invitation no later than **15.05.2023**.

3.2. Mandatory constituents in the expression of interest for the submission of offer

The interest shown in writing must contain at least the following elements:

- name and surname or name of the legal person, domicil or business seat and tax number;
- contact details (telephone number and e-mail) of the responsible person of the bidder;
- the purpose and reasons for the purchase of the Receivables.

3.3. Insight into documentation

Bidders will have the opportunity to make insight into the documentation connected to receivables subject to sale (hereinafter 'the Documentation'). The conclusion of the Confidential information and business secret agreement (Non-disclosure agreement) in the form and content acceptable to the Seller is conditional for the insight into the Documentation. Insights into the Documentation will be possible **between 22.05.2023 and 31.05.2023** upon prior agreement with the Seller at the Seller's address or in its business unit in Maribor, Titova cesta 2.

The Seller reserves the right to refuse the insight into Documentation to individual bidder without naming any specific reason.

4. Binding offers

After check of the Documentation the bidders may submit their binding offers.

4.1. Deadline and delivery method for the binding offers

The Seller will consider the offers in writing, which will arrive at the Seller's address from point 2. of this invitation not later than **12.06.2023**.

4.2. Mandatory constituents of binding offer

In addition to the constituents listed in point 3.2., the following constituents must be part of the offer:

- Statement of (non)connection of the bidder with the Debtor or with the Receivable connected legal entities, in which the bidder describes whether it is ownership-wise or management-wise or otherwise associated with such entities in respect of the rules governing legal entities, insolvent legislation and acquisition legislation, or whether the bidder is in respect of the rules governing legal entities, insolvent legislation and acquisition legislation, (directly or indirectly) connected to the owners and members of management and supervision in such entities or to companies and/or natural persons, which are ownership-wise or otherwise associated with such entities or owners and members of the management and supervision of such entities, or whether the connection has been relevant sometime in the past (Non-connection statement);
- Price for purchase of receivables: The price for the purchase of the Seller's receivables against the Debtor must be clearly defined by the bidder (e.g.: the price for the purchase of the Seller's

receivables against the Debtor, together with the accruals and side rights, is [●] EUR (in wording: [●] [00]/100 EUR). For the avoidance of doubt, the offer must contain the net price that the bidder is willing to pay for the purchase of Receivables. The price offered does not contain any taxes or contributions. Taxes and contributions are to be charged to the bidder additionally based on the applicable regulations. All contributions and costs related to the transfer of ownership and/or the change of collateral must be paid in full by the bidder;

- In the offer the bidder must specify the circumstances regarding the financing purchase of the Receivables and attach a statement on the source of the financing;
- The bidder must indicate the payment deadline, in the number of days following the conclusion of sale of Receivables contract;
- The bidder must attach a declaration of its beneficial owners.

The binding offer must be **unconditional and** valid until at **least until 11.08.2023**.

If the bidder is a foreign legal person, the offer must be accompanied by an extract from the relevant register in which it is registered as legal person. The offer must be in Slovenian or English.

4.3. Security deposit

The deposit of a security shall be a condition for the validity of the bidder's offer. The bidder is obliged to place **a security deposit in amount of 5.000,00 EUR** on the NLB settlement account (swift: LJBASI2X):

- in case of payment from Slovenia: NLB settlement account SI56 0290 0000 0200 020, with reference 05 8919100-1750267-711,
- in case of payment from abroad: NLB settlement account SI56029000000200020, (swift: LJBASI2X), with reference 4491/RK-LD1208800047,

at the latest by 12.06.2023. To the bidder whose offer will not be accepted, the security deposit will be returned to the bidder's account without interest within three days of the non-acceptance of the offer or on the date of the Seller's withdrawal from the collection of binding offers or direct negotiations.

The placed security deposit of the bidder, whose offer will be accepted, will be included in the sale price. If the bidder chosen by the Seller does not conclude a contract, the security deposit shall be due in favour of the Seller (the security deposit shall not be returned to the bidder).

4.4. Opening of binding offers

The opening of binding offers will not be made public. The Seller will inform the bidders in due time about potentiality for further proceedings regarding sale of Receivables, presumably within sixty (60) days after the expiry of the deadline for the submission of offers. The Seller may upon his own decision at any time extend or shorten the time limit set out in the previous sentence.

The Seller may, before or after the expiry of the deadline from first sentence, invite potential buyers to improve their bids or continue the sales process through direct negotiations.

4.5. Conclusion of the contract

The Seller will, but is not obliged to do so, select the bidder which will present the proper and best offer (hereinafter: 'the Chosen Bidder') and thereon with the bidder reconcile and conclude a contract for the purchase and assignment of receivables (hereinafter: 'the Contract').

The Seller reserves the right not to choose any bidder in the proceedings, nor is he obliged to enter into any agreement or contract with any bidder in respect of their participation in the sale of receivables proceedings. The Seller reserves the right to conclude the Contract with a bidder which has not participated in such a procedure.

The selected Bidder will be selected according to the following criteria:

- the highest final price offered for the purchase of Receivables,
- payment method,
- payment deadline of the purchase price;
- potential requests as to the content of the Contract.

The Seller will assess the appropriateness of the offer at his sole discretion. If several bidders offer the same price, individual negotiations shall be carried out with the bidders on the same selection criterion.

The Contract will be concluded in Slovenian within sixty (60) days of the issue of the selection notice.

Timely settlement of the price will be an essential component of the Contract. Transfer of Receivables will be realized after payment of the entire price in accordance with the Contract.

All taxes and expenses, including notarial charges, in connection with the transfer or sale of receivables will be borne by the selected Bidder. Receivables subject to the Contract are sold on the "as-is" basis, whereas all the Seller's receivables subject to the Contract, including accruals and side rights, are transferred to the buyer to the maximum legal permissible extent. The Seller only guarantees the existence of the Receivables, and not the existence of the collateral and their enforceability as well as not the enforceability of the Receivables.

5. Right of revocation and exclusion of the Seller's liability

The Seller reserves the right to change the terms of sale and planned course, steps, or other elements of the procedure at any time and without explanation, also it may at any time terminate the process of obtaining interest or offers, sale or negotiations, for which no liability is borne, and the bidders cannot pursue any claims against the Seller from this title. For the avoidance of doubt, the Seller is also not obliged to conclude a contract with the highest bidder or bidder offering the best terms nor with any bidder participating in the tendering procedure and in this respect its liability for damages is excluded. The Seller is also not obliged to reimburse bidders for any costs incurred to them in connection with this tender.

The Seller reserves the right to conclude the Contract with a bidder who has not participated in such procedure. Bidders agree to the conditions of the tendering procedure by their entry into it.

6. Additional information

Potential bidders may obtain additional information from the Seller's representative:

Simon Jug, tel. +386 (0)2 234 45 30, e-mail: simon.jug@nlb.si

7. Law and jurisdiction

The law of the Republic of Slovenia shall apply to this invitation to tender, the procedures relating to it, obtaining offers and the Contract. In cases of any disputes, the competent court in Ljubljana has legal jurisdiction.

Ljubljana, 11.05.2023