

INVITATION
TO SUBMIT BINDING BIDS TO PURCHASE
Vila Operetta in Opatija – SDH ID 5079

1. SUBJECT OF THE CONTRACT

The subject of the contract in this invitation to submit binding bids for the purchase of Vila Operetta in Opatija, SDH ID 5079 (hereinafter: **Invitation**) is real estate with the following ID: parcel 525 in the cadastral community of Opatija, land register entry no. 635, measuring 1,302 m²:

1. Co-ownership: 160/4000 COMMONHOLD TENURE (E-1), comprising commercial space no. 11 measuring 55.00 m²
2. Co-ownership: 87/4000 COMMONHOLD TENURE (E-2), comprising commercial space no. 12 measuring 29.97 m²
3. Co-ownership: 102/4000 COMMONHOLD TENURE (E-3), comprising commercial space no. 13 measuring 35.18 m²
4. Co-ownership: 50/4000 COMMONHOLD TENURE (E-4), comprising commercial space no. 14 measuring 17.16 m²
5. Co-ownership: 49/4000 COMMONHOLD TENURE (E-5), comprising commercial space no. 15 measuring 16.84 m²
6. Co-ownership: 46/4000 COMMONHOLD TENURE (E-6), comprising commercial space no. 16 measuring 15.82 m²
7. Co-ownership: 68/4000 COMMONHOLD TENURE (E-7), comprising commercial space no. 17 measuring 23.36 m²
8. Co-ownership: 61/4000 COMMONHOLD TENURE (E-8), comprising commercial space no. 18 measuring 21.06 m²
9. Co-ownership: 44/4000 COMMONHOLD TENURE (E-9), comprising commercial space no. 19 measuring 15.20 m²
10. Co-ownership: 67/4000 COMMONHOLD TENURE (E-10), comprising commercial space no. 20 measuring 22.92 m²
11. Co-ownership: 176/4000 COMMONHOLD TENURE (E-11), comprising commercial space no. 21 measuring 60.39 m²
12. Co-ownership: 101/4000 COMMONHOLD TENURE (E-12), comprising commercial space no. 22 measuring 34.51 m²
13. Co-ownership: 57/4000 COMMONHOLD TENURE (E-13), comprising commercial space no. 23 measuring 19.53 m²
14. Co-ownership: 56/4000 COMMONHOLD TENURE (E-14), comprising commercial space no. 24 measuring 19.25 m²
15. Co-ownership: 80/4000 COMMONHOLD TENURE (E-15), comprising commercial space no. 25 measuring 27.30 m²
16. Co-ownership: 31/4000 COMMONHOLD TENURE (E-16), comprising commercial space no. 26 measuring 10.78 m²
17. Co-ownership: 105/4000 COMMONHOLD TENURE (E-17), comprising commercial space no. 27 measuring 25.94 m²
18. Co-ownership: 112/4000 COMMONHOLD TENURE (E-18), comprising commercial space no. 28 measuring 38.31 m²
19. Co-ownership: 105/4000 COMMONHOLD TENURE (E-19), comprising commercial space no. 29 measuring 35.94 m²
20. Co-ownership: 112/4000 COMMONHOLD TENURE (E-20), comprising commercial space no. 30 measuring 38.31 m²
21. Co-ownership: 61/4000 COMMONHOLD TENURE (E-21), comprising commercial space no. 31 measuring 21.00 m²
22. Co-ownership: 134/4000 COMMONHOLD TENURE (E-22), comprising commercial space no. 33 measuring 46.00 m²
23. Co-ownership: 98/4000 COMMONHOLD TENURE (E-23), comprising commercial space no. 34 measuring 33.70 m²
24. Co-ownership: 31/4000 COMMONHOLD TENURE (E-24), comprising commercial space no. 35 measuring 10.56 m²
25. Co-ownership: 31/4000 COMMONHOLD TENURE (E-25), comprising commercial space no. 36 measuring 10.56 m²
26. Co-ownership: 72/4000 COMMONHOLD TENURE (E-26), comprising commercial space no. 37 measuring 24.76 m²
27. Co-ownership: 22/4000 COMMONHOLD TENURE (E-27), comprising commercial space no. 38 measuring 7.50 m²
28. Co-ownership: 50/4000 COMMONHOLD TENURE (E-28), comprising commercial space no. 39 measuring 17.00 m²
29. Co-ownership: 50/4000 COMMONHOLD TENURE (E-29), comprising commercial space no. 40 measuring 17.00 m²
30. Co-ownership: 418/4000 COMMONHOLD TENURE (E-30), comprising apartment no. 3 measuring 210.08 m² and basement space measuring 2.25 m²
31. Co-ownership: 139/4000 COMMONHOLD TENURE (E-31), comprising apartment no. 4 measuring 69.85 m² and basement space measuring 2.40 m²
32. Co-ownership: 138/4000 COMMONHOLD TENURE (E-32), comprising apartment no. 5 measuring 69.17 m² and basement space measuring 14.14 m²
33. Co-ownership: 109/4000 COMMONHOLD TENURE (E-33), comprising apartment no. 6 measuring 54.75 m² and basement space measuring 3.60 m²
34. Co-ownership: 132/4000 COMMONHOLD TENURE (E-34), comprising apartment no. 7 measuring 66.39 m² and basement space measuring 3.20 m²
35. Co-ownership: 139/4000 COMMONHOLD TENURE (E-35), comprising apartment no. 8 measuring 69.96 m² and basement space measuring 3.00 m²
36. Co-ownership: 129/4000 COMMONHOLD TENURE (E-36), comprising apartment no. 9 measuring 64.42 m² and basement space measuring 2.00 m²
37. Co-ownership: 133/4000 COMMONHOLD TENURE (E-37), comprising apartment no. 10 measuring 64.42 m² and basement space measuring 4.50 m²
38. Co-ownership: 81/4000 COMMONHOLD TENURE (E-38), comprising apartment no. 41 measuring 40.85 m²
39. Co-ownership: 81/4000 COMMONHOLD TENURE (E-39), comprising apartment no. 42 measuring 40.90 m²
40. Co-ownership: 82/4000 COMMONHOLD TENURE (E-40), comprising apartment no. 44 measuring 41.24 m²
41. Co-ownership: 82/4000 COMMONHOLD TENURE (E-41), comprising apartment no. 43 measuring 41.17 m²
42. Co-ownership: 22/4000 COMMONHOLD TENURE (E-42), comprising commercial space no. 37 measuring 7.50 m²
43. Co-ownership: 97/4000 COMMONHOLD TENURE (E-43), comprising commercial space no. 32 measuring 33.40 m²

ownership up to entirety (hereinafter: **subject of the contract**), owned by Slovenski državni holding, d.d., registration number: 5727847000 (hereinafter: the **Seller** or **SDH**).

The real estate from the previous paragraph shall be referred to collectively or individually as the “**subject of the contract**”.

1.1 About the subject of the contract

Potential buyers (bidders) are hereby briefed on the following:

- that the subject of the contract shall only be sold as the whole of the individual properties therein comprised;
- that the subject of the contract shall be sold and bought on an “as is” basis;
- that Factor projekt d.o.o. is still registered in the land register as the land registry owner of part of the subject of the contract (E-14), but that a contract of sale has already been signed and the proposal for transfer to the Seller under this contract has been submitted;
- that Družba za upravljanje terjatev bank, d.d., Davčna ulica 1, 1000 Ljubljana, is still entered in the land register as the land registry owner of other parts of the subject of the contract, and that it was merged, as the acquired company, with the Seller, as the acquiring company, under the merger agreement of 28 October 2022. The acquired company was wound up on account of the aforementioned merger, and the acquiring company obtained all assets of the acquired company, including all rights and obligations;
- that a note of dispute is entered on the subject of the contract based on an action to determine ownership (P-1681/21), referenced with ID of right/note Z-32617;
- that the subject of the contract is a cultural monument (protected cultural asset) under decision no. UP-I-612-08/02-01/560 of 19 February 2003, issued by the Ministry of Culture, Office for the Protection of Cultural Heritage, and decision no. UP/11-612/08/04-01-14 of 9 April 2004, issued by the Ministry of Culture under which a legal pre-emptive right has been registered on the cultural asset in question, which requires the waiver of the right of pre-emption from the municipality, county and Republic of Croatia;
- 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 possess the subject of the contract; and
- that the contract of sale shall be concluded under the following conditions:
 - that the City of Opatija will issue a declaration that it will not accept a bid for the purchase of the subject of the contract;
 - that the Primorje-Gorski Kotar County will issue a declaration that it will not accept a bid for the purchase of the subject of the contract; and
 - that the Ministry of Culture will issue a declaration that it will not accept a bid for the purchase of the subject of the contract.

2. BIDDING PROCEDURE

The sale of the subject of the contract shall be conducted by the Seller. Domestic and foreign natural persons and legal entities that are permitted to obtain title to real estate in Slovenia 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: Slovenski državni holding, Mala ulica 5, 1000 Ljubljana, Slovenia, or delivered in person to the secretarial office of the Seller to the address indicated above, adding the following text: “**DO NOT OPEN – BID FOR THE PURCHASE OF Vila Operetta in Opatija – SDH ID 5079**”. 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 shall consider **formally complete** binding bids for the purchase of the subject of the contract, which they shall, by the deadline 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 expiry of the bidding deadline, and for which the bid bond is paid at 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 scope of the Know Your Customer procedure (**Annex 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 shall be stipulated in the amount of EUR 5,950,000.00 + associated tax.

The associated real estate tax (**3% real estate tax/25% VAT in accordance with the agreement on the calculation of VAT under point 3 of Article 75 of the Croatian VAT Act for a purchase for business purposes**) shall be stated in the subsequent contract of sale and shall be paid by the Buyer.

The subject of the contract shall comprise a building or a part thereof and the land on which it stands, while the two-year period from the commencement of use or initial occupation of the premises has already expired. For this reason, the real estate transaction under this contract is exempt from the payment of value added tax in accordance with Article 40 of the Croatian VAT Act and is thus subject to the payment of real estate tax in the amount of 3%, which shall be paid by the Buyer. If the Buyer is liable to pay VAT in Croatia and entitled to deduct input VAT in connection with the purchase of the subject of the contract for the purpose of performing a business activity (tourism) that is not exempt from VAT, the contracting parties shall, based on the provisions of the Croatian VAT Act concerning the right to choose in the taxation of real estate transactions, agree that 25% VAT will be charged in the sale of the subject of the contract. If the Buyer intends to lease the subject of the contract for residential purposes (not for tourism), then VAT cannot be levied on the subject of the contract and real estate tax must be paid instead. A residential lease is a service that is exempt from the payment of VAT in the sense that the service provider is not entitled to deduct input tax.

The deadline for the submission of binding bids (the bidding deadline) shall be 6 April 2023 (by 23:59:59).

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 expiry 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 demand reimbursement for the bid bond, except in the 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 on time if by the end of the bidding deadline they informed the Seller in writing with confirmation of receipt of the withdrawal of their original bid and have submitted a new bid, where the date and time of submission of the new bid shall be deemed the date and time of the submission thereof. Should the new bid arrive after the bidding deadline, the previous bid submitted on time shall be taken into account.

If a bid fails to arrive at the above-stated Seller's address on time, it shall be excluded from further consideration. A 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 the contract that are **complete in terms of substance**, signed by the bidder, and submitted on the completed form entitled "**Vila Operetta in Opatija – SDH ID 5079**" (also referred to in this Invitation as the "**form**" – **Annex 1** to this Invitation).

If the bid is not completed and submitted on the attached form including the **obligatory annex** (confirmation of payment of the bid bond, with the date of payment indicated), it shall be excluded from further consideration

and from the sales procedure. A 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 *nepremicnine.sdh.si*. A bidder may complete and print the form from the aforementioned link. In case a bidder does not have the possibility to access the website where the aforementioned form is published, they can ask the Seller's representative to assist them in obtaining or completing the form.

The Seller shall reserve the right to exclude incomplete, incorrectly completed or illegible forms from further consideration and from the sales procedure. A 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 intended either for a single bidder who is to submit their bid alone and who is to be the final buyer (sole 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 scope of the procedure in question, each bidder may submit several bids, where one (1) completed form from paragraph 1 of this section, including the obligatory annex (confirmation of payment of the bid bond, 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. A new bid bond shall be paid for each bid.

Envelopes containing more than one bid (forms) will be excluded from further consideration and from the sales procedure. A 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.

A bidder may only purchase one (1) subject of the contract with each bid submitted.

The bidding procedure shall take into consideration only the conditions for bids and sale, documents, statements and other documentation that are the subject of the requirement set out in 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 shall be considered irrelevant.

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

- **Correctly completed form (Annex 1); and**
- **Confirmation of payment of the bid bond, with the date of payment indicated.**

When a form is submitted, a bidder shall also be obliged to submit adequately completed and signed **statements in the scope of the Know Your Customer procedure (Annex 2)** hereto). In the event a bidder fails to submit or if they submit an incomplete statement, completed and signed as stipulated in the preceding sentence, the Seller shall reserve the right to invite the bidder to submit or supplement such a statement by a reasonable deadline.

If a 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 a bidder fails to submit the excerpt as stipulated in the preceding sentence, the Seller shall reserve the right to invite the bidder to submit such an excerpt within a reasonable time limit.

A bidder shall be obliged to submit the statements and data from the preceding two paragraphs of this section within **ten (10) business days** following the receipt of the Seller's invitation to do so, otherwise their bid shall be excluded from further consideration and from the sales procedure. A 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 shall obtain a unique identification number in Croatia before entering into any contract of sale (OIB).

The bid must be submitted in Slovene or English.

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

2.2 Bid bond

By the bidding deadline, i.e. until a bid is submitted (confirmation of payment of the bid bond, with the date of payment indicated shall be an obligatory annex to the bid), the bidder shall be obliged to pay to the Seller's bank account no. SI56 0291 3001 6492 958, held at NLB d.d., indicating reference no. "**00 __-year and SDH ID**" and purpose of payment "**BID BOND FOR PURCHASE OF Vila Operetta in Opatija – SDH ID 5079**", the bid bond in the amount of **EUR 300,000.00** (also referred to in this Invitation as the "**bid bond**"), which is a prerequisite for the validity of the bid and the participation of the bidder in the bidding and sales procedure. Payment to any other bank account of the Seller open in the Republic of Slovenia shall also be deemed the valid payment of the bid bond.

If a bidder paid the bid bond and failed to submit their bid by the expiry of the bidding deadline, the Seller shall retain the paid bid bond (the bid bond shall not be 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-stated account of the Seller on time.

If a 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.

A bidder shall agree to the payment of the bid bond in terms of its substance and all the terms set out in this Invitation and annexes thereto.

The bid bond shall bear no interest. Bid bonds shall 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
- **one hundred fifty (150) days** after the expiry of the bidding deadline.

The bid bond shall be transferred back to the bidder's bank account from which it was originally wired in line with paragraph 1 of section 2.2 of this Invitation.

If a bidder fails to pay the bid bond by 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 expiry of the bidding deadline, that bidder's bid shall be excluded from further consideration and from the sales procedure.

The bid bond shall be the sum of money that is paid by a bidder participating in the bidding procedure to confirm their obligation to conclude a contract of sale in the event they are selected. The payment of the bid bond by the bidder who is selected in this bidding procedure and who concludes a contract of sale for the subject of the contract shall count towards the down payment indicating the subsequent conclusion of the contract of sale.

2.3 Opening of 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 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;**

where the Seller shall reserve the right to conduct **additional negotiations, hold a public auction or elect not to select any bidder**, and shall not be obliged to conclude a contract of sale for the subject of the contract with any of the bidders or to enter into any other legal relationship with them.

In the event of the receipt of several bids, the Seller may decide to conduct additional negotiations, where all bidders may participate in those **additional negotiations**, irrespective of the amount of the bid submitted.

Negotiations shall be conducted by a standing committee appointed by the Seller.

In the event that the Seller does not decide to conduct additional negotiations or hold a public auction, or does not select any bidder, the best bid shall be deemed the bid that was submitted sooner if more than one bidder submitted the same highest bid.

2.5 Notification of (non-)selected bidders

The Seller shall notify **all bidders** (those who were selected and those who were not) for the purchase of Vila Operetta in Opatija – SDH ID 5079 of the outcome of the bidding procedure via the emails stated on submitted envelopes or by registered mail (also referred to in this Invitation as the "**notification**") within **ten (10) business days** following the approval of the sale by the Seller's responsible decision-making body, or shall notify all bidders that the collection of binding bids has been annulled.

If in the notification the Seller invites bidders to additional negotiations or to raise their bids, such notification shall not be deemed the rejection of the previously submitted bids according to the second paragraph of Article 29 of the Code of Obligations. Those bids shall thus 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 their bid.

Within **five (5) working days** after the final selection of the best bidder, the Seller shall also notify potential holders of pre-emptive rights and invite them to exercise those rights.

3. CONCLUSION OF THE CONTRACT OF SALE

The Seller shall reserve the right not to select any bidder in the procedure, and shall also not be 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 bidder who submitted the highest bid, provided that the bidder meets all the conditions set out in bidding documentation.

The selected bidder and potential holder of a pre-emptive right shall be notified of the selection of their binding bid in the manner defined in section 2.5 of this Invitation.

The selected bidder or holder of a pre-emptive right shall subsequently, 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 contract of sale and if so requested by the Seller's compliance department, the selected bidder or holder of a pre-emptive right shall, within **ten (10) business days** of the Seller's request, provide details about actual owners and demonstrate the origin of their assets and, if they have raised a bank loan, submit a statement from the bank that it has approved the funds required to purchase the subject of the contract for which they have been selected as the best bidder.

If the selected bidder or holder of a pre-emptive right fails to submit the required documents, provide details about the actual owners and demonstrate the origin of assets or approved funds for the purchase of the subject of the contract by the deadline set out in 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 in favour of the Seller.

Once the conditions from paragraphs 4 and 5 of this section are met, the best bidder shall receive the contract of sale, the content of which shall be stipulated in the draft contract of sale which in the form of **Annex 3** 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 receipt, they shall be deemed to have withdrawn from the signing of the contract of sale, and the bid bond shall fall due in favour 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 of sale from the preceding paragraph of this section, the Seller shall be 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, within **one hundred thirty (130) days** after the expiry of the bidding deadline. The potential newly invited bidder **shall be obliged** to sign the contract of sale, and the provisions of paragraphs 4, 5, 6 and 7 of this section of the Invitation shall apply as *mutatis mutandis*.

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 this Invitation, but instead within **one hundred thirty-one (131) to one hundred fifty (150) days** after the expiry of the bidding deadline, the newly invited bidder shall still have the **possibility** of concluding the contract of sale, but shall not be obliged to do so. If the newly invited bidder proceeds with the signing of the contract of sale, the provisions of paragraph 4, 5, 6 and 7 of this section of this Invitation shall apply *mutatis mutandis*.

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 3** hereto is a draft contract of sale, which the bidder, by submitting their bid, shall approve and agree 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 are selected or not. The Seller shall reserve 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 also explicitly agree with the terms set out in this Invitation.

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

The Seller shall reserve the right, at any time but only up to the time of entering into the legal transaction, to reject all 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 shall have 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 prior agreement with the Seller's representative Edo Bečić at +386 40 977 235 or via email to edo.becic@sdh.si, weekdays between 9 am and 3 pm until **6 April 2023**, inclusive.

The subject of the contract shall be available for inspection following prior agreement with the Seller's representative from the previous paragraph of this section, 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 shall be signed in advance (so-called NDA).

7. APPLICABLE LAW AND JURISDICTION

The laws 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 with territorial and material jurisdiction over the case.

Ljubljana, 1 March 2023

Seller:

Slovenski državni holding, d.d.,
Žiga Pfeifer
Executive Director

Enclosures:

- 1 - Form
- 2 - Statements
- 3 - Draft contract of sale