

Banka Intesa Sanpaolo d.d., Pristaniška 14, 6000 Koper - Capodistria (v nadaljevanju: »Prodajalec«) objavlja

## **JAVNI RAZPIS ZA ZBIRANJE ZAVEZUJOČIH PONUDB ZA ODKUP TERJATEV**

Prodajalec v svojem imenu in za svoj račun objavlja javni razpis za zbiranje zavezujočih ponudb za odkup terjatev Prodajalca do dolžnika:

**ANTON VRBNJAK - NOSILEC DOPOLNILNE DEJAVNOSTI NA KMETIJI, Kuršinci 19, 9243 Mala Nedelja, mat. št.: 2278847000** (v nadaljevanju: »Dolžnik«)

### **1. Predmet prodaje**

Prodajalec prodaja vse svoje terjatve, skupaj s pripadki in stranskimi pravicami do Dolžnika (v nadaljevanju: »Terjatev« ali »Terjatve«), v višini 396.159,63 EUR (informativno stanje na dan 18.4.2022). Kupec bo z nakupom Terjatve vstopil v celotno pogodbeno razmerje do dolžnika in tretjih oseb, ki je s Terjatvijo in pripadajočimi zavarovanji povezano.

Terjatev je med drugim zavarovana s hipoteko prvega vrstnega reda na nepremičninah k.o. 249 KURŠINCI, parc.št. 625/9, 625/10, 625/11, 625/12.

### **2. Postopek zbiranja ponudb**

Postopek prodaje Terjatev vodi Prodajalec. V postopku prodaje Terjatev lahko sodelujejo domače in tuje fizične in pravne osebe, ki skladno z navedenimi pogoji, kot opisano v nadaljevanju, oddajo pisno zavezujočo ponudbo za odkup Terjatev.

Prodajalec bo obravnaval zavezujoče ponudbe za odkup Terjatev, poslane priporočeno po pošti, v zaprti kuverti ali ovoju na naslov: Banka Intesa Sanpaolo d.d., Sektor razreševanja naložb in izterjave, Pristaniška 14, 6000 Koper-Capodistria, z oznako: »ne odpiraj - ponudba za odkup terjatev (Vrbnjak)«.

Banka Intesa Sanpaolo d.d., Pristaniška 14, 6000 Koper - Capodistria (hereinafter: the "Seller") hereby publishes the following

## **PUBLIC TENDER FOR COLLECTION OF BINDING OFFERS FOR THE PURCHASE OF CLAIMS**

The Seller hereby publishes, on its own behalf and for its own account, a public tender for the collection of binding offers for the purchase of the Seller's claims against:

**ANTON VRBNJAK - NOSILEC DOPOLNILNE DEJAVNOSTI NA KMETIJI, Kuršinci 19, 9243 Mala Nedelja, reg. nr. 2278847000** (hereinafter: the "Debtor").

### **1. Subject of the sale**

The Seller is selling all of its claims against the Debtor, together with relating amounts and subsidiary rights (hereinafter: the "Claim" or the "Claims"), in amount of EUR 396,159.63 (as per 18 April 2022). Through the purchase of the Claims, the Buyer will enter into the full contractual relationship with the debtor and third parties relating to the Claims and the associated collateral.

The claim is secured, among other things, with first-rank mortgage on real estate c.m. 249 KURŠINCI, parc.nr. 625/9, 625/10, 625/11, 625/12

### **2. Bid collection procedure**

The procedure for sale of the Claims shall be conducted by the Seller. Slovenian and foreign natural persons and legal entities that submit a written offer for the purchase of the Claims in accordance with the stated conditions may participate in the sales procedure.

The Seller shall accept binding offers for the purchase of Claims sent by registered post in a sealed envelope or wrapper to the following address: Banka Intesa Sanpaolo d.d., Sektor razreševanja naložb in izterjave, Pristaniška 14, 6000 Koper-Capodistria, marked: "do not open - offer for purchase of claims (Vrbnjak)".

<p>Na hrbtne strani kuverte ali ovoja mora biti napisano: ime in priimek oz. firma in naslov oz. sedež ponudnika.</p> <p>Rok za oddajo zavezujočih ponudb je do vključno 16.05.2022 do 15.00 ure. Ponudba šteje za pravočasno oddana, če prispe na naslov Prodajalca do navedenega dne do 15.00 ure.</p> <p><b>2.1. Vsebina zavezujoče ponudbe</b></p> <p>V postopku prodaje bo Prodajalec upošteval pravočasne zavezujoče ponudbe, podpisane s strani zakonitega zastopnika ponudnika in z naslednjo vsebino:</p> <p>a) <u>Predstavitev kupca:</u></p> <ul style="list-style-type: none"> <li>i. ime oz. firma ponudnika, naslov in davčna številka;</li> <li>ii. kontaktne podatke pooblaščenih oseb;</li> <li>iii. predstavitev - kratek opis dejavnosti zainteresirane osebe, vključno z obsegom poslovanja;</li> <li>iv. identiteto končnega lastnika zainteresirane osebe;</li> <li>v. opis namena za odkup Terjatve;</li> <li>vi. izjava, da zoper kupca ni bil uveden postopek prenehanja, stečaja, prisilne poravnave ali drugi insolventni postopek oziroma postopek prestrukturiranja;</li> </ul> <p>b) <u>Izjava o okoliščinah finančnega odkupa in načinu financiranja odkupa:</u></p> <ul style="list-style-type: none"> <li>i. opis načina financiranja odkupa;</li> <li>ii. dokazilo ali zanesljivo pojasnilo, da zainteresirana oseba ima oziroma bo imela na razpolago zadostna finančna sredstva, in sicer najmanj v višini cene, kot jo je zainteresirana oseba navedla v svoji zavezujoči ponudbi (primer: izjava banke glede deponiranih sredstev s strani zainteresirane osebe, izjava banke, ki potrjuje namen financiranja, itd.);</li> <li>iii. konkretna predstavitev dejanskega izvora sredstev za odkup (vključno z višino</li> </ul>	<p>On the back of the envelope or wrapper shall be written: the full name and address or the company or. name and registered office of the bidder.</p> <p>The deadline for the submission of binding offers is 16 May 2022 by 3 p.m. An offer shall be deemed to have been received on time if it arrives at the Seller's address by 3 p.m. on the above-stated date.</p> <p><b>2.1. Content of binding offers</b></p> <p>During the sale procedure, the Seller shall take into account binding offers received in a timely manner, that have been signed by the bidder's legal representative and include the following content:</p> <p>a) <u>Buyer's details:</u></p> <ul style="list-style-type: none"> <li>i. bidder's name or company name, address and tax number;</li> <li>ii. contact details of authorised personnel;</li> <li>iii. presentation -- brief description of the business activities of the interested party, including the business volume;</li> <li>iv. identity of the ultimate beneficial owner of the interested party;</li> <li>v. description of the purpose of the purchase of the Claims;</li> <li>vi. declaration that no wind-down, bankruptcy, compulsory composition, other insolvency or restructuring proceedings have been initiated against the buyer;</li> </ul> <p>b) <u>Declaration regarding the conditions of the purchase and the method for financing the purchase:</u></p> <ul style="list-style-type: none"> <li>i. description of the method for financing the purchase;</li> <li>ii. proof or a reliable explanation that the interested party has or will have sufficient financial means at its disposal in an amount that is at least equal to the price stated in that party's binding offer (e.g. a statement issued by a bank regarding funds deposited by the interested party or a statement issued by a bank confirming the purpose of financing, etc.);</li> </ul>
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financiranja iz lastnih sredstev ter iz kredita, pridobljenega od tretjih oseb (banke itd.);

c) Izjavo o morebitnih dolgovih (obstojećih ali potencialnih) ponudnika do Banke Intesa Sanpaolo d.d. v kateri zainteresirana oseba opiše, ali ima obstoječ dolg do Banke Intesa Sanpaolo d.d. oziroma ali bi ga lahko potencialno imela.

d) Izjavo o povezanosti ponudnika z Dolžnikom, v kateri ponudnik opiše ali je ponudnik kakorkoli povezan z Dolžnikom.

## **2.2. Cena za odkup terjatev, rok plačila in način plačila**

Ponudnik mora ceno za odkup Terjatev Prodajalca do Dolžnika določno definirati (primeroma: *Cena za odkup Terjatev Prodajalca do dolžnika S.B. skupaj s pripadki in stranskimi pravicami znaša [●] EUR (z besedo: [●] 00/100 evrov)*).

Ponudnik mora navesti rok plačila, in sicer v dnevih od sklenitve pogodbe o prodaji Terjatev. V primeru, če zadnji dan plačila sovpada z dnem, ko se po zakonu ne dela, se zadnji dan roka šteje naslednji delavnik.

Zavezujoča ponudba, skupaj z zavezujočimi izjavami o razpoložljivosti sredstev, mora biti veljavna najmanj do 31.07.2022.

Če je ponudnik tuja pravna oseba, mora ponudbi priložiti izpisek iz ustreznega registra, v katerega je vpisana kot pravna oseba, pri čemer izpisek iz ustreznega registra ne sme biti starejši kot 30 dni.

Ponudba mora biti v slovenskem ali angleškem jeziku.

iii. detailed presentation of the actual source of funds for the purchase (including the amount financed from own funds and from loans received from third parties such as banks, etc.);

c) Declaration regarding the bidder's possible liabilities (existing or potential) to the Banka Intesa Sanpaolo d.d. in which the interested party states whether it has or could potentially have liabilities to the Banka Intesa Sanpaolo d.d.

d) Declaration regarding the bidder's links with the Debtor, in which the bidder shall state whether there are any links between the bidder and the Debtor.

## **2.2. Bid price for the purchase of the Claims, and payment deadline and method**

Bidders shall define the price for the purchase of the Seller's Claims against the Debtor precisely (for example: The price for the purchase of the package of the Seller's Claims against the debtor S.B. together with appertaining fees and ancillary rights is EUR [●] (in words: [●] 00/100 euros).

Bidders shall state the payment deadline in days, beginning from the conclusion of the agreement on the sale of the Claims. If the final day of the payment deadline coincides with a date that is legally defined as a public holiday, the next business day shall be deemed the final day of the payment deadline.

Binding offers, together with the binding accompanying declarations regarding the availability of funds, must be valid until at least 31 July 2022.

Bidders that are foreign legal entities must attach an extract from the relevant register in which the bidder is entered as a legal entity, whereby the extract may not be more than 30 days old.

The offer must be submitted in Slovene or English.

### **2.3. Varščina**

Prodajalec bo upošteval zavezujoče ponudbe ponudnikov, ki bodo najkasneje dan pred potekom roka iz 4. odstavka 2. točke tega razpisa do 15:00 ure na transakcijski račun banke št. SI56 1011 1102 0304 044, sklic 05 3450-29201, namen: Varščina – Vrbnjak Anton, vplačali varščino v višini 10.000,00 EUR, in ki bodo skupaj z vsebinsko popolno zavezujočo ponudbo in ostalimi zahtevanimi izjavami ter dokazili predložili potrdilo o vplačilu varščine. Varščina je denarni znesek, s plačilom katerega ponudnik utrdi svojo obveznost skleniti Pogodbo, če bo v postopku izbiranja ponudb uspel.

Varščina se bo (neobrestovana) vrnila Ponudnikom, katerih ponudbe bo Banka Intesa Sanpaolo d.d. ocenila kot neprimerne oziroma katere s strani Banke Intesa Sanpaolo d.d. ne bodo izbrane, na Potrjen bančni račun pri banki v Sloveniji oz. v EU s katerega je bila le ta nakazana.

### **3. Skrbni pregled**

Ponudniki bodo imeli možnost opraviti skrbni pregled dokumentacije vezane na Terjatve, ki so predmet prodaje (v nadaljevanju: »Dokumentacija«). Skrbni pregled bo možno opraviti po dogovoru v obdobju od dne 26.4.2022 do vključno 13.5.2022 do 15:00 ure.

Pogoji za izvedbo skrbnega pregleda so:

- a) predložitev Potrdila o vplačani varščini skladno s točko 2.3. tega javnega razpisa in
- b) podpis Dogovora o nerazkrivanju informacij.

Prodajalec si pridržuje pravico, da posameznemu ponudniku, brez navedbe razloga, zavrne vpogled v Dokumentacijo ali mu ne omogoči vpogleda v določene informacije.

### **4. Odpiranje zavezujočih ponudb**

Odpiranje zavezujočih ponudb ne bo javno. Prodajalec bo sprejel odločitev o primernosti pravočasno prejetih zavezujočih ponudb

### **2.3. Bid bond**

The Seller shall consider binding offers made by bidders who will deposit a security in the amount of EUR 10,000.00 to the bank account no. SI56 1011 1102 0304 044, reference: 05 3450-29201, purpose: Security – Vrbnjak Anton, at the latest on the day before the expiry of the deadline from Paragraph 4 of Point 2 of this Tender by 3 p.m. and who will submit a confirmation of the payment of the security along with a complete binding offer and other required statements. This security is a financial amount with which the bidder fortifies its obligation to conclude a Contract should they be successful in the tendering process.

The security deposit will be returned (without interest) to bidders whose offers are assessed by Banka Intesa Sanpaolo d.d., as unsuitable or which are not selected by Banka Intesa Sanpaolo d.d., to the confirmed bank account at a bank in Slovenia or in the EU from which it was deposited.

### **3. Due diligence review**

Bidders shall have the opportunity to conduct a due diligence review of the documentation regarding the Claims that are the subject of the sale (hereinafter: Documentation). The due diligence review may be carried out upon agreement from 26 April 2022 to 13 May 2022 3 p.m.

Conditions for conducting the due diligence review:

- a) submission of proof of payment of security deposit pursuant to point 2.3. of this public tender and
- b) a signed Non-Disclosure Agreement.

The Seller reserves the right to refuse the review of the Documentation by an individual bidder without providing a reason, or may prevent a bidder from reviewing certain information.

### **4. Opening of binding offers**

The opening of binding offers shall not be public. The Seller is expected to adopt a decision regarding the appropriateness of binding offers received in a timely manner within thirty (30)

<p>predvidoma v roku tridesetih (30) delovnih dni po izteku roka za oddajo, vendar ni zavezan k nobeni obrazložitvi.</p> <p>Prodajalec si pridržuje pravico, da bo ponudnike pozval na izboljšanje ali dopolnitev ponudb ali da bo nadaljeval individualna pogajanja z vsemi ali določenimi ponudniki.</p> <p>Prodajalec si pridržuje pravico, da v postopku ne izbere nobenega ponudnika oz. zavrne vse predložene ponudbe, prav tako z nobenim ponudnikom ni dolžan skleniti kakršnegakoli dogovora ali pogodbe glede njegovega sodelovanja v postopku prodaje terjatev.</p> <p><b>5. Sklenitev pogodbe</b></p> <p>Prodajalec bo, ni pa k temu zavezan, izbral ponudnika, ki bo posredoval primerno in najugodnejšo ponudbo (v nadaljevanju: »izbrani ponudnik«) ter z njim sklenil pogodbo o prodaji in odstopu terjatev.</p> <p>Ponudnik bo izbran skladno z naslednjim kriterijem: ponujena najvišja končna cena za odkup Terjatev Prodajalca do Dolžnika, način plačila ter morebitne zahteve glede vsebine pogodbe o prodaji Terjatev. Prodajalec bo po lastni presoji ocenil primernost ponudbe. V primeru, da več ponudnikov ponudi enako ceno, se s ponudniki izvedejo individualna pogajanja po enakem merilu za izbor ponudbe.</p> <p>Izbranemu ponudniku se varščina všteje v kupnino in ima po sklenitvi pogodbe o prodaji Terjatev značaj are. V pogodbi bodo upoštevana tudi zakonska določila glede morebitnih soglasij pristojnih organov, ki so potrebna za veljavnost pogodbe.</p> <p>Izbrani ponudnik bo moral naknadno predložiti še dodatne podatke skladno z določili Zakona o preprečevanju pranja denarja in financiranja terorizma.</p> <p>Prodajalec in izbrani ponudnik bosta na poziv prodajalca pogodbo sklenila najkasneje v roku 30 dni po obvestilu o izbiri ponudnika. Če s</p>	<p>business days following the expiry of the deadline for the submission of bids, which it shall not be obliged to explain.</p> <p>The Seller reserves the right to call on bidders to improve or supplement their offers, or to continue individual negotiations with all or only certain bidders.</p> <p>The Seller reserves the right not to select any bidder in the public tender procedure, i.e. to reject all of the submitted offers, and shall not be obliged to enter into any agreement or contract whatsoever with any bidder with respect to their participation in the claims sale procedure.</p> <p><b>5. Conclusion of agreement</b></p> <p>The Seller shall (but shall not be bound to) select the bidder that submitted the most favourable offer (hereinafter: The Selected Bidder) and conclude an agreement on the sale and assignment of the Claims with that bidder.</p> <p>A bidder shall be selected on the basis of the following criteria: highest final price offered for the purchase of the Seller's Claims against the Debtor, payment method and any requirements regarding the content of the agreement on the sale of the Claims. Assessment of the suitability of offers shall be at the Seller's discretion. If several bidders offer the same price, negotiations shall be held with each bidder individually using the same criterion as used for selection of the bid.</p> <p>The security deposit shall be included in the consideration and deemed to be the Selected Bidder's down payment following the conclusion of the agreement on the sale of the Claims. The agreement shall also include legal provisions regarding any consents from competent authorities required for the validity of the agreement.</p> <p>The Selected Bidder will subsequently have to provide additional information pursuant to the provisions of the Prevention of Money Laundering and Terrorist Financing Act (ZPPDFT).</p> <p>The Seller and the Selected Bidder shall conclude an agreement, at the Seller's request, no later than within 30 days of the notice of</p>
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strani Prodajalca izbrani ponudnik ne sklene pogodbe, varščina zapade v korist Prodajalca (varščina se ponudniku ne vrne). V tem primeru ima Prodajalec pravico (in ne dolžnost) skleniti pogodbo s ponudnikom, ki je podal drugo ali naslednjo primerno in najugodnejšo zavezujočo ponudbo brez ponovitve zbiranja ponudb za odkup Terjatev.

Ponudnikom, katerih ponudbe Prodajalec ne bo ocenil kot primerne oziroma katere s strani Prodajalca ne bodo izbrane, se vplačana varščina v enojnem znesku brezobrestno vrne. V tem primeru varščina nima značaja are in neizbrani ponudnik nima pravice zahtevati vračila dvojnega zneska varščine oziroma povrnitve morebitne škode zaradi neizbire.

Prenos Terjatev bo skladno s pogodbo realiziran po plačilu celotne kupnine. Pravočasna poravnava kupnine bo bistvena sestavina Pogodbe. Vse davke in stroške, vključno z morebitnimi notarskimi stroški, v zvezi s prenosom Terjatev bo plačal kupec. Terjatve se prodajo po načelu »videno-kupljeno«, pri čemer se na kupca prenesejo celotna Terjatev Prodajalca, vključno s pripadki in stranskimi pravicami, v največjem zakonsko dopustnem obsegu. Prodajalec jamči le za obstoj Terjatve, ne pa za obstoj zavarovanj in njihovo izterljivost.

## **6. Drugo**

Ponudniki sami nosijo stroške udeležbe na javnem razpisu oziroma postopku prodaje Terjatev ter vse morebitne s tem povezane stroške, ne glede na uspeh na javnem razpisu. Prodajalec si pridržuje pravico do spremembe postopka in pogojev prodaje terjatev.

Predmetni javni razpis bo potekal v slovenskem jeziku. Prodajalec lahko posamezne dokumente objavi oziroma predloži tudi v drugem (npr. angleškem) jeziku.

selection of bidder. If the bidder selected by the Seller fails to enter into an agreement, the Seller shall be entitled to retain the security deposit (i.e. the security deposit shall not be returned to the bidder). In this case, the Seller has the right (but shall not be obliged) to enter into the agreement with the bidder who submitted the second or next most favourable binding offer, without repeating the collection of bids for the purchase of the Claims.

Security deposits shall be returned in a lump sum (without interest) to bidders whose offers are deemed inappropriate by the Seller or who are not selected by the Seller. In this case, the security deposit shall not have the nature of a down payment, and unselected bidders shall not be entitled to request the repayment of double the amount of the security deposit or to file a claim for potential damages in the event that it was not selected.

The Claims shall be transferred in accordance with the agreement following the full payment of consideration. The timely settlement of consideration shall be an essential component of the agreement. The buyer shall pay all taxes and costs (including any notary fees) associated with the transfer of the Claims. The Claims shall be sold on an 'as-is' basis, where the Seller's Claims shall be transferred to the buyer in their entirety, together with appertaining fees and ancillary rights, to the fullest extent permitted by the law. The Seller shall only guarantee the existence of the Claims, and not the existence of collateral or the recoverability thereof.

## **6. Other**

Bidders shall bear the costs of their participation in this public tender procedure, i.e. procedure for the sale of the Claims, as well as all associated costs, regardless of the outcome of the public tender. The Seller reserves the right to amend the procedure and conditions of the sale of the Claims.

The tender procedure will be conducted in Slovene. The Seller may also publish or submit specific documents in another language (e.g. English).

<p>Ponudniki s svojim vstopom v postopek javnega razpisa soglašajo s pogoji izvedbe letega.</p> <p><b>7. Pravica do preklica in izključitev odškodninske odgovornosti Prodajalca</b></p> <p>Prodajalec si pridržuje pravico kadarkoli in brez pojasnila spremeniti načrtovani potek, korake ali druge elemente postopka, prav tako lahko prekine postopek zbiranja ponudb, prodaje oz. pogajanj, za kar ne nosi nobene odgovornosti in ponudniki iz tega naslova ne morejo zoper Prodajalca uveljavljati nikakršnih zahtevkov. Odškodninska odgovornost Prodajalca je v celoti izključena.</p> <p>Prodajalec si pridržuje pravico, da pogodbe ne sklene z nobenim ponudnikom.</p> <p><b>8. Dodatne informacije</b></p> <p>Potencialni ponudniki lahko dodatne informacije dobijo pri predstavniku Prodajalca:</p> <ul style="list-style-type: none"> <li>• Danijel Vrčkovnik tel. št. (05) 66 625 59 e-mail: <a href="mailto:danijel.vrckovnik@intesasanpaolobank.si">danijel.vrckovnik@intesasanpaolobank.si</a></li> </ul> <p><b>9. Pravo in pristojnosti</b></p> <p>Za ta javni razpis oziroma objavo, postopke, vezane na ta razpis, zbiranje ponudb in pogodbo o prodaji terjatev se uporablja pravo Republike Slovenije. V primerih kakršnihkoli sporov je izključno krajevno in stvarno pristojno sodišče v Kopru.</p> <p>Ta razpis je objavljen v slovenskem in angleškem jeziku.</p> <p>Koper, 26.4.2022</p> <p>Banka Intesa Sanpaolo d.d.</p>	<p>By participating in this public tender procedure, bidders shall be deemed to agree with the conditions of that procedure.</p> <p><b>7. Right to suspension and exclusion of Seller's liability for damages</b></p> <p>The Seller reserves the right to change the planned course, steps or other elements of the procedure at any time and without explanation, and may also suspend the bid collection process, sales and/or negotiations procedures, 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. The Seller shall not be held liable for any damages whatsoever.</p> <p>The Seller reserves the right not to conclude an agreement with any bidder.</p> <p><b>8. Additional information</b></p> <p>Potential bidders may obtain additional information from the Seller's representative:</p> <ul style="list-style-type: none"> <li>• Danijel Vrčkovnik tel. št. (05) 66 625 59 e-mail: <a href="mailto:danijel.vrckovnik@intesasanpaolobank.si">danijel.vrckovnik@intesasanpaolobank.si</a></li> </ul> <p><b>9. Applicable law and jurisdiction</b></p> <p>Slovenian law shall apply to this public tender, i.e. the announcement of and procedures associated with this tender, the collection of bids and the agreement on the sale of the Claims. In the event of any dispute, the court in Koper shall have exclusive subject-matter and territorial jurisdiction.</p> <p>This tender shall be published in Slovene and English language.</p> <p>Koper, 26.4.2022</p> <p>Banka Intesa Sanpaolo d.d.</p>
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