

CALL
FOR BINDING TENDERS FOR THE PURCHASE OF REAL ESTATE
IN BUSINESS ZONE KOMENDA

BANKA KOPER d.d., Pristaniška ulica 14, 6000 Koper, VATIN: SI98026305, through an authorised representative, real estate company POSLOVNA CONA KOMENDA d.o.o., Pod lipami 10, 1218 Komenda, VATIN: SI20472005 (hereinafter: **Seller**), is publishing the present call for binding tenders for the purchase of real estate located in the area of the Business Zone Komenda and owned by the Seller.

I. Subject of sale

1.1. The Seller intends to sell the following real estate – land plots:

- plot no. 2235/0, cadastral community 1905 MOSTE, ID code: 1905-2235/0-0
- plot no. 2236/0, cadastral community 1905 MOSTE, ID code: 1905-2236/0-0
- plot no. 2237/0, cadastral community 1905 MOSTE, ID code: 1905-2237/0-0
- plot no. 2238/0, cadastral community 1905 MOSTE, ID code: 1905-2238/0-0
- plot no. 2239/0, cadastral community 1905 MOSTE, ID code: 1905-2239/0-0
- plot no. 2240/0, cadastral community 1905 MOSTE, ID code: 1905-2240/0-0
- plot no. 2241/0, cadastral community 1905 MOSTE, ID code: 1905-2241/0-0
- plot no. 2242/0, cadastral community 1905 MOSTE, ID code: 1905-2242/0-0
- plot no. 2243/0, cadastral community 1905 MOSTE, ID code: 1905-2243/0-0
- plot no. 2244/0, cadastral community 1905 MOSTE, ID code: 1905-2244/0-0
- plot no. 2245/0, cadastral community 1905 MOSTE, ID code: 1905-2245/0-0
- plot no. 2246/0, cadastral community 1905 MOSTE, ID code: 1905-2246/0-0
- plot no. 2247/0, cadastral community 1905 MOSTE, ID code: 1905-2247/0-0
- plot no. 2248/0, cadastral community 1905 MOSTE, ID code: 1905-2248/0-0
- plot no. 2249/0, cadastral community 1905 MOSTE, ID code: 1905-2249/0-0

which represent the land plots in Business Zone Komenda with a total surface area of 54,796.00 m² (hereinafter: **Real Estate**).

1.2. The Seller is the owner of Real Estate in full (1/1), whereas, at the time of publication of this call, legal title is still registered in the Land Register under company FINOR LEASING d.o.o., in full (1/1), which has ceased to exist due to its merger with the Seller and has already been stricken from the Court Register. Registration of legal title under the Seller is currently in progress.

1.3. The Real Estate is not encumbered by any third party interest, nor are there any notices or restrictions that have not yet been settled by final judgment registered in the Land Registry for the Real Estate.

II. Contents of the binding tender

2.1. In the sale procedure for the Real Estate, the Seller will consider binding tenders submitted on time, signed by the tenderer's legal representative, and containing the following:

- presentation of the buyer (title, address, and company information)
- subject of purchase (land plots with plot numbers)
- offered prices, which shall not be lower than the starting price of EUR 85.00 per m² + value added tax (VAT)
- agreement with the following conditions:
 1. Payment of a security deposit in the amount of 10% of full purchasing prices, which shall be paid to the Seller's bank account, Banka Koper. Account information: SI56 1011 1102 0304 044 – REFERENCE SI05 1538-29250, no later than 19 October 2016. In the event of conclusion of sale contract, the security deposit is considered earnest money and therefore part of the purchasing price.
 2. If the tenderer does not conclude a contract within 30 days after the Seller awarded the contract, due to reasons on the part of the buyer, the tenderer is considered to have withdrawn from the purchase and the security deposit is retained by the Seller as a contractual penalty.
 3. The payment of the first purchasing price instalment, in the amount of at least 50% of the purchasing prices, has to be made within 15 days of signing the sales contract.
 4. The deadline for the payment of the full purchasing price shall be no later than 28 February 2017.
 5. The buyer shall bear all taxes and fees related to the transfer of legal title to the purchased real estate, except the costs of drafting the sales contract and the notarisation of Seller's signature on the contract.

2.2. The security deposit paid is returned to non-selected tenderers (without interest) within 7 days of accepting the best offer.

2.3. The binding tender must be valid at least until 19 October 2016.

2.3. If the tenderer is a foreign legal person, the tender must include an extract from the appropriate register, in which the tenderer is registered as a legal person according to foreign law.

2.4. The binding tender can be submitted in Slovene or English. A tenderer may only submit one tender. In the event that a tenderer submits more than one tender, the Seller shall consider only the tender that is most advantageous for the Seller.

III. Tendering procedure

3.1. The tendering procedure for the purchase of Real Estate is conducted by the Seller through its authorised representative. Any Slovenian and foreign natural and legal persons, who submit a binding tender in accordance with the conditions under Article II, and who can in accordance with the legislation of the Republic of Slovenia obtain legal title for the Real Estate, can participate in the tendering procedure.

- 3.2. The Seller shall consider binding tenders for the purchase of Real Estate submitted by mail, in a closed envelope or folder, to the address: POSLOVNA CONA KOMENDA d.o.o., Pod lipami 10, 1218 Komenda, marked: "Do not open – tender for purchase of real estate".
- 3.2. The deadline for the submission of binding tenders is **14 October 2016, 3:00 pm**. The tender is considered to be made on time if it is received at the address listed under Article 3.2. by the aforementioned date and before 3:00 pm, regardless of when it was sent by mail. Tender not on time shall be excluded from the procedure and returned unopened to the address of the tenderer.

IV. Opening of binding tenders

- 4.1. The Seller shall decide on the suitability and accepting of binding tenders at an open meeting of a commission for the opening of tenders, which shall be held on 19 October 2016.

V. Conclusion of contract

- 5.1. At the opening of the tenders, the Seller shall, but is not obliged to do so, select from the binding tenders received on time a tenderer, who has submitted a suitable and at the discretion of the Seller the most advantageous tender for the purchase of Real Estate, and conclude with said tenderer a contract for the sale of Real Estate. In the event of multiple tenderers submitting equally most advantageous conditions, individual negotiations shall be conducted with these tenderers with the same criteria for the selection of tender.
- 5.2. The sale contract for the Real Estate shall be concluded in Slovene.
- 5.3. Prompt payment of the purchasing price shall be an essential component of the contract; in the event of non-payment of purchasing price on time, the contract shall be deemed rescinded.
- 5.3. If the tendered selected by the Seller does not conclude the contract, the Seller is entitled, but not obligated, to conclude a contract with the tendered that submitted the second or following suitable and most advantageous binding tender, without having to repeat the tendering procedure.

VI. Other

- 6.1. Tenderers shall bear the costs of the procedure for the binding tender for the purchase of Real Estate, regardless if they receive the contract or not.
- 6.2. The Seller is entitled to change the planned progress, steps, or other parameters of the tendering procedure at any time and without explanation. Furthermore, the Seller can at any time terminate the tendering procedure, sale, or negotiations, with no incurred liability; tenderers can make no claims against the Seller in this regard.

6.3. The Seller reserves the right to not conclude a contract with any tenderer, in the event that the requirements are not met. Damage liability of the Seller is excluded in full.

VII. Information

7.1. Potential tenderers can obtain additional information from the Seller's representative: Mitja Vatovec, e-mail: mitja.vatovec@banka-koper.si, or from the representative of the authorised representative: Matic Romšak, e-mail: matic@pc-komenda.si.

VIII. Law

8.1. Any present tendering procedures and the conclusion of a contract for the purchase of real estate shall be governed by the laws of the Republic of Slovenia. Any potential disputes shall be settled exclusively by the court with territorial and subject-matter jurisdiction in Ljubljana.

In Komenda, on 3 October 2016

BANKA KOPER d.d.
by authorisation
POSLOVNA CONA KOMENDA d.o.o.
Director Matija Romšak