

**Nova KBM d.d., zajedno sa povezanim licima** (u daljem tekstu: **Prodavac**) objavljuje

**JAVNI POZIV ZA IZRAŽAVANJE INTERESOVANJA**  
Prodavac poziva zainteresovane subjekte da izraze interesovanje za kupovinu potraživanja prema dužniku

**IVANIUM d.o.o. – u stečaju i Life Design d.o.o.,**  
**Beograd, Srbija**

**1. Predmet prodaje**

Prodavac namerava da proda sva svoja potraživanja, zajedno sa pripadajućim pravima prema dužniku, društvu **Ivanium d.o.o. – u stečaju, Bulevar Despota Stefana 20, 11000 Beograd, Srbija, PIB 104642050** i društvu **Life Design d.o.o., Balkanska 18, 11000 Beograd, Srbija**, koji na dan 31.08.2018. iznose **13.777.477 EUR** (u daljem tekstu: **Potraživanja**).

Potraživanja su osigurana:

- Hipotekom na hotel Life Design u Beogradu, Balkanska ulica 18 (pravni postupak)\*\*
- Zalogram 100% poslovnog udela u društvu Dizajn Hoteli d.o.o., Ljubljana
- Zalogram nekretnina u Šentvidu nad Ljubljanom,
- prema ugovoru o zalogu nekretnina
- Garancijom društva Life design d.o.o., Beograd
- Garancijom fizičkih lica
- Garancijom društva Hoja ing d.o.o., Ljubljana
- Garancijom društva Hoja mobiles d.o.o., Ljubljana
- Garancijom društva UMT d.o.o., Ljubljana
- Zalogram poslovnog udela u društvu Life design d.o.o., Beograd
- Zalogram poslovnog udela u društvu Ivanium d.o.o., Beograd

**\*\*Pravni postupak:**

Formalno, hipoteka na nepokretnosti (Life Design Hotel) nije registrovan u katastru, ali je postupak registracije u toku. Banka vodi postupak registracije hipoteke na temelju založnih izjava na osnovu kojih je hipoteka registrovana na objektu u izgradnji. Dužnik/vlasnik osporava registraciju hipoteke. Banka ne garantuje ishod tekućih pravnih postupaka i potraživanja se prodaju u „viđenom stanju“.

**2. Postupak prodaje**

Prodavac rukovodi postupkom prodaje na transparentan i nediskriminatoran način. Prodavac očekuje da će

**Nova KBM d.d., with its affiliated parties** (herein: the **Seller**) is publishing

**INVITATION TO EXPRESS INTEREST**

The Seller is inviting interested parties to express their interest for the purchase of receivables towards debtor

**Ivanium Ltd – in bankruptcy and Life Design d.o.o.,**  
**Belgrade, Serbia**

**1. Assets to be sold**

The Seller intends to sell all of its exposures and ancillary rights towards debtor, company **Ivanium d.o.o. – in bankruptcy, Bulevar Despota Stefana 20, 11000 Belgrade, Serbia, PIB 104642050** and company **Life Design d.o.o., Balkanska 18, 11000 Belgrade, Serbia**, which as of August 31<sup>st</sup> 2018 amount to **EUR 13,777,477** (herein: **the Receivables**).

The Receivables are secured by:

- Mortgage on real estate hotel Life Design in Belgrade, Balkanska street 18 (under legal procedure)\*\*
- Pledge on 100% business shares of Dizajn Hoteli Ltd, Ljubljana
- Mortgage on real estate in Šentvid – Ljubljana based on Mortgage agreement
- Guarantee agreement of Life design Ltd, Belgrade
- Guarantee agreement of natural persons
- Guarantee agreement of Hoja ing Ltd, Ljubljana
- Guarantee agreement of Hoja mobiles Ltd, Ljubljana
- Guarantee agreement of UMT Ltd, Ljubljana
- Pledge on business shares of Life Design Ltd, Belgrade
- Pledge on business shares of Ivanium Ltd, Belgrade

**\*\* Legal procedure:**

Formally, mortgage on real estate (Life Design Hotel) in not evident in land register but legal procedures for registering are in progress. Bank advocates registration of a mortgage with pledge statements based on which the mortgage was registered on the building under construction (*hipoteka na objektu u izgradnji*). The debtor/owner disputes the registration of mortgage. The Bank does not guarantee the outcome of ongoing legal procedures and receivables are sold in „as is“ status.

**2. Sale process**

Sale process is led by the Seller in a transparent and non-discriminatory manner. The Seller expects the sale

postupak prodaje Potraživanja i/ili poslovnog udela biti zaključen u Q4 2018. godine, ali zadržava pravo izmene vremenskog rasporeda postupka.

Postupak prodaje odvijaće se po sledećim fazama:

1. Prijem izraza interesovanja i uplate depozita osiguranja;
2. Poziv izabranim zainteresovanim licima na potpisivanje sporazuma o zaštiti poverljivih informacija;
3. Pregled raspoložive dokumentacije (brižljiv pregled), uključujući ugovor o prodaji koji će verovatno biti zaključen između Prodavca i izabranog ponudioca;
4. Podnošenje obavezujućih ponuda;
5. Zaključenje transakcije sa izabranim ponudiocem, kao i prenos Potraživanja i/ili poslovnog udela po isplati kupoprodajne cene.

### **3. Detaljniji podaci o pojedinačnim fazama postupka prodaje**

#### **a) Sadržaj izraza interesovanja, rok za predaju i depozit osiguranja**

Izraz interesovanja koje zainteresovana lica pošalju Prodavcu mora da sadrži:

- i. Identifikaciju zainteresovanog lica (naziv, sedište/adresa, kraći opis), podatke za kontakt i navode o tome da li zainteresovano lice deluje samostalno ili u konzorcijumu (identifikacija svih povezanih stranaka);
- ii. Informaciju o krajnjem kupcu (sa vlasničkom strukturom do nivoa krajnjeg vlasnika (*tzv. ultimate beneficial owner*)). Ukoliko zainteresovano lice nastupa u ulozi posrednika, podatke o naručiocu i pisano ovlašćenje/potvrdu naručioca kojim/kojom je posrednik ovlašćen za zastupanje;
- iii. Informaciju o eventualnoj povezanosti sa dužnikom i/ili povezanim licima dužnika (vlasnička, upravljačka ili druga povezanost), takođe u smislu pravila koja uređuju privredna društva;
- iv. Pojašnjenje o interesovanju za kupovinu Potraživanja i/ili poslovnog udela;
- v. Potvrda o uplati depozita osiguranja u skladu sa uputstvima navedenim ispod.

Obavezan uslov za izraz interesovanja je uplata depozita osiguranja u visini 50.000,00 EUR na račun Nova KBM d.d., SI56 0100 0000 0400 014, poziv na broj SI05 1615505-292090.

process to be completed in Q4 2018, but reserves the right to amend the timeline of the sale process.

The sale process shall be performed in the following phases:

1. Receiving expression of interest and payment of a security deposits;
2. Invitation to the selected interested parties to sign a non-disclosure agreement;
3. Review of the available information and documentation (due diligence), including the purchase agreement to be executed between the Seller and the purchaser;
4. Submission of the binding offers;
5. Closing of the transaction and transfer of the Receivables and/or business share upon the payment of the purchase price.

### **3. Detailed information on the various stages of the sale process**

#### **a) Expression of interest, deadline for the submission and security deposit payment**

Expression of interest which is to be submitted by the interested parties shall include:

- i. Identification of the interested party (name, address, short description) contact information and statement whether interested party acts independently or as part of consortium (in such case identification of all affiliated parties is to be made);
- ii. Information on the final purchaser (with ownership structure to the ultimate beneficial owner level). In the event the interested party is acting as agent/broker, information on principal and written power of attorney or confirmation of the principal that the interested party is empowered for representation;
- iii. Information on potential affiliation with the debtor and/or its related parties (ownership, management, other affiliation), also in relation to the rules governing the companies;
- iv. Explaining rationale for the purchase of Receivables and/or business share;
- v. Confirmation on security deposit payment in line with the following instructions.

Obligatory condition for expression of interest is payment of security interest in the amount of EUR 50,000.00 on the bank account of Nova KBM d.d., SI56 0100 0000 0400 014, with reference SI05 1615505-292090.

Neizabranim licima biće vraćen celokupan iznos uplaćenog depozita osiguranja, bez kamata ili bilo kakvih naknada, najkasnije u roku od 7 dana od zaključenja prodajnog postupka. Uplata od strane lica čija ponuda bude prihvaćena biće uključena u ugovor o prodaji kao deo kupovne cene. Ukoliko ponudilac izabran od strane Prodavca u zadatom roku ne sklopi ugovor o prodaji ili ne ispunji svoje obaveze iz sklopljenog ugovora o prodaji, depozit osiguranja pripašće Prodavcu (depozit osiguranja se ne vraća ponudiocu).

Zainteresovana lica **svoje eventualno interesovanje moraju izraziti do 28.09.2018.** Izraz interesovanja, potpisan od strane odgovornog zainteresovanog lica, se prosleđuje na e-adresu **wo-prodaja@nkbm.si**.

**b) Poziv izabranim licima na potpisivanje sporazuma o zaštiti poverljivih informacija**

Pojedinačna zainteresovana lica po izboru Prodavca će posle predaje izraza interesovanja biti pozvana na nastavljajanje postupka. U slučaju da žele da učestvuju u nastavku postupka, sa Prodavcem moraju sklopiti ugovor o zaštiti poverljivih informacija koji će im proslediti Prodavac.

**c) Pregled raspoložive dokumentacije (brižljivi pregled), uključujući nacrt ugovora o prodaji koji će verovatno biti sklopljen između Prodavca i kupca**

Po potpisivanju sporazuma o zaštiti poverljivih informacija, zainteresovano lice može pristupiti pregledu raspoloživih podataka i dokumentacije, uključujući i nacrt ugovora o prodaji.

**d) Podnošenje obavezujućih ponuda**

Na osnovu pregleda raspoloživih podataka i dokumenata, zainteresovana lica će moći da predaju obavezujuće ponude za kupovinu Potraživanja i/ili poslovnog udela.

Obavezujuća ponuda mora da sadrži:

- i. Identifikaciju ponudioca (naziv, sedište/adresa, kraći opis), podatke za kontakt, kao i navode o tome da li ponudilac deluje samostalno ili u konzorcijumu (identifikacija svih povezanih stranaka);
- ii. Informaciju o krajnjem kupcu (sa vlasničkom strukturom do nivoa krajnjeg vlasnika (tzv. ultimate beneficial owner)). Ukoliko ponudilac nastupa u ulozi posrednika, informaciju o naručiocu, kao i

Parties whose bid will not be accepted shall be returned the security deposit without interest or any fees within 7 days from the closing of the sale process. Security deposit of bidder whose bid will be accepted shall be included in the purchase agreement as a partial payment of the purchase price. In the event the selected bidder does not enter into the purchase agreement or does not fulfil its obligations deriving from the concluded purchase agreement, the security deposit becomes property of the Seller (and such party is not entitled to receive the security deposit back).

Interested parties **have to submit their expression of interest by September 28<sup>th</sup> 2018.** Expression of interest, signed by responsible person, is to be submitted to the email **wo-prodaja@nkbm.si**.

**b) Invitation to the selected interested parties to conclude non-disclosure agreement**

Upon submission of the expression of interest, individual interested parties selected by the Seller will be invited to continue with the process. In the event that they wish to proceed with the process, they must conclude non-disclosure agreement which shall be provided by the Seller.

**c) Review of the available information (due diligence), including the draft purchase agreement, which will be expected to be concluded between the Seller and the buyer**

After the execution of the non-disclosure agreement, the interested parties shall be granted access to the available information and documents, including the draft of the purchase agreement.

**d) Submission of the binding offers**

Based on the review of the available information and documents, the interested parties will have the opportunity to submit their binding offers for the purchase of Receivables and/or business share.

Binding offer should include:

- i. Identification of the bidder (name, address, short description), contact information and statement whether bidder is acting independently or as part of a consortium (in such case identification of all affiliated parties is to be made);
- ii. Information on the final purchaser (disclosing ownership structure to the ultimate beneficial owner). In case the bidder is acting on behalf of third party, such party should be revealed and a

pisano ovlaštenje/potvrdu naručioca kojim/kojom je posrednik ovlašten za zastupanje u vezi sa konkretnim poslom;

- iii. Izjavu ponudioca i krajnjeg kupca, ukoliko se razlikuje od ponudioca, o eventualnoj povezanosti sa dužnikom i/ili povezanim licima dužnika (vlasnička, upravljačka, druga povezanost), takođe u smislu pravila koja uređuju privredna društva.
- iv. Ponuđeni iznos kupovne cene, pod uslovima navedenim u nacrtu ugovora o prodaji (podnošenje popunjenog ugovora o prodaji);
- v. Izjavu o načinu finansiranja transakcije, odnosno dokaz o postojanju sredstava (npr.: izjava banke o odobrenom pristupu tim sredstvima, itd.), pri čemu ponudilac mora konkretno predstaviti i stvarni izvor sredstava za otkup Potraživanja i/ili poslovnog udela, Prodavac zadržava diskreciono pravo procene primerenosti dokaza o postojanju sredstava;
- vi. U slučaju da je ponudilac inostrano lice, uz ponudu mora priložiti izvod iz odgovarajućeg registra koji nije stariji od 15 dana (pravna lica), odnosno fotokopiju pasoša ili lične karte (EU) (fizička lica).

Prilikom predaje obavezujuće ponude, i potom u svakom trenutku do zaključenja prodajnog postupka, ponudilac mora na zahtev Prodavca adekvatnim dokumentima iskazati ispunjenost svih uslova za izvedbu predviđene transakcije u smislu Zakona o sprečavanju pranja novca i finansiranja terorizma i podzakonskih akata u oblasti pranja novca i finansiranja terorizma.

#### **e) Zaključenje prodajnog postupka**

Otvaranje ponuda i postupak izbora kupca nisu javni. Kriterijumi za eventualno prihvatanje ponude će biti ponuđena konačna cena, način finansiranja i eventualni drugi sastavni delovi obavezujućeg ugovora. Prodavac zadržava pravo da jednog ili više ponudilaca pozove na poboljšavanje ili izmenu obavezujućih ponuda ili da nastavi individualne pregovore sa svim ili određenim ponudiocima.

Po konačnom izboru ponudioca pobjednika, Prodavac će ga pozvati na sklapanje ugovora o prodaji.

Sve poreze i troškove u vezi sa prenosom, uključujući eventualne troškove notara, plaćaće kupac. Prodaja se vrši po principu viđeno-kupljeno, bez posebnih garancija Prodavca, osim onih koje izričito budu navedene u sklopljenom obavezujućem ugovoru o prodaji.

written power of attorney or confirmation of the principal that the person is empowered for representation for the respective business of principal should be attached;

- iii. Statement of the bidder and the final purchaser on potential affiliation with the debtor and/or its related parties (ownership, management or other affiliation), also with regard to the rules governing companies;
- iv. Amount of the purchase price offered for the purchase of Receivables under the terms set forth in the purchase agreement (and attached completed agreement);
- v. Statement on financing the transaction or proof of the existence of funds (e.g. statement of the bank on available funds, etc.), whereby the bidder should explicitly present actual origin of funds for the purchase of Receivables and /or business share. Seller reserves the discretionary right to assess the adequacy of proof on the existence of the funds;
- vi. In the event the bidder is foreign entity, an excerpt from companies' register (not older than 15 days) for legal persons or copy of passport or ID Card (EU) for natural persons should be attached to the binding bid.

Upon submission of the binding offer and any time later, until the conclusion of the sales process, the bidder is obliged to provide documents which prove the fulfilment of conditions for the execution of the foreseen transaction under the anti-money laundering rules and regulations, as requested by the Seller.

#### **e) Finalization of the sales process**

Opening of binding offers and selection process are not public. Criteria for accepting any offer will be the offered purchase price, financing structure and potential other terms of the binding offer. The Seller reserves the right to invite one or more bidders to improve or amend their binding offers or to continue the negotiations with all or selected bidders.

After the finale selection of the winning bidder, the Seller will invite the latter to conclude the purchase agreement.

All taxes and costs, including eventual notary costs in relation to the transfer shall be borne by the purchaser. The transaction is performed on as-is basis and no representations or warranties of the Seller are provided, except those explicitly stated in the validly concluded purchase agreement.

#### 4. Dodatne pravne informacije

Ovaj poziv ne predstavlja ponude i ni na kakav način ne obavezuje Prodavca na sklapanje ugovora o prodaji sa bilo kojim licem. Prodavac zadržava pravo prodaje Potraživanja i/ili poslovnog udela bilo kojem licu, kao i pravo da, sve do sklapanja obavezujućeg ugovora, obustavi pregovore ili postupak sa pojedinim ili svim učesnicima bez obrazloženja, kao i bez obaveze da plati naknadu za istupanje ili povraćaj bilo kakvih troškova.

Niti Prodavac, niti bilo koje od njegovih povezanih lica, njihovih direktora, referenata, zaposlenih, savetnika ili agenata, ne preuzima nikakvu odgovornost za informacije sadržane u ovom pozivu ili na drugi način saopštene pojedinačnim licima i ne daje nikakve garancije u vezi sa tačnošću i celovitošću takvih informacija ili u vezi sa predmetnim postupkom prodaje.

Prodavac zadržava pravo da bilo kada i bez pojašnjenja izmeni planirani tok, faze ili druge elemente postupka, i isto tako može obustaviti postupak prikupljanja izraza interesovanja, ponuda prodaje, odnosno pregovora, za šta ne snosi nikakvu odgovornost, i učesnici postupka ili treća lica ne mogu protiv Prodavca ostvariti nikakve zahteve.

Za ovaj javni poziv i za sve postupke povezane sa predmetnim postupcima prodaje važi pravo Republike Slovenije uz isključivanje pravila o koliziji. U slučaju bilo kakvog spora, isključiva mesna nadležnost pripada sudu u Mariboru.

Svako lice koje Prodavcu pošalje izraz interesovanja izričito se saglašava sa navedenim pravilima predmetnog postupka prodaje i potvrđuje da je u celosti odgovorno za troškove koji nastanu u bilo kakvoj vezi sa učešćem u predmetnom postupku.

Zainteresovana lica dodatne informacije o ovom prodajnom postupku mogu dobiti od predstavnika Prodavca:

- Črt Slokan, tel. +386 (2) 229-2512
- Suzana Slamek, tel. +386 (2) 229-2220

Svoja pitanja mogu poslati i na e-adresu **wo-prodaja@nkbm.si**.

#### 4. Additional Legal Information

This invitation does not represent an offer nor does in any way oblige the Seller to conclude the purchase agreement with any person. The Seller reserves the right to sell the Receivables and/or business share to any person and until the execution of a legally binding agreement reserves the right to terminate negotiations or process with any or all participating parties without explaining any reasons and without an obligation to pay any fee, penalty or reimburse any costs.

Neither the Seller nor any of its related entities, directors, officers, employees, advisers or agents accept any liability for any information included in this invitation or the information that were in any other way received by the persons and does not give any representation and warranties in relation to the accuracy or completeness of such information or in relation to the respective sales process.

The Seller reserves the right to change, in any time and without any explanation, the schedule, phases or any elements of the process and can terminate the process of expression of interest or offers and negotiations, for which it does not bear any responsibility and the participating parties or third persons will not have any claims towards the Seller.

Slovenian law without regard to its conflict of law provisions shall be governing law for this invitation and for any steps in relation to this sale process. In case of any dispute shall be exclusively submitted to the court in Maribor.

Each person that submits the expression of interest expressly consents to the rules of the respective sales process and confirms that it is fully responsible for any costs in any way connected to the participation in the respective process.

Interested parties may contact following representatives of the Seller for additional information about this sale process:

- Črt Slokan, tel. +386 (2) 229-2512
- Suzana Slamek, tel. +386 (2) 229-2220

Or send their questions to the email **wo-prodaja@nkbm.si**.