

Nova KBM d.d., skupaj s povezanimi osebami (v nadaljevanju: **Prodajalec**) objavlja

JAVNI POZIV ZA IZKAZ INTERESA
Prodajalec vabi zainteresirane subjekte, da izkažejo interes za nakup terjatev, do dolžnika **ARKADIA d.o.o.- v stečaju**

1. Predmet prodaje

Prodajalec namerava prodati terjatve, skupaj s pripadajočimi pravicami do dolžnika, družbe **ARKADIA d.o.o.-v stečaju, Kočevarjeva ulica 2, 8000 Novo mesto, DŠ 29249767**, ki na dan **31.7.2023** znašajo **75.880,25 EUR**(v nadaljevanju: **Terjatve**).

Terjatve so zavarovane s:

- Hipoteko na nepremičninah: stavbno in kmetijsko zemljišče k.o. Bršljin, Novo mesto
- Poroštva.

2. Postopek prodaje

Postopek prodaje vodi Prodajalec na transparenten in nediskriminatoren način. Prodajalec pričakuje, da bo postopek prodaje Terjatev zaključen v mesecu - oktobru 2023, pridržuje pa si pravico spremeniti časovnico postopka.

Postopek prodaje bo potekal po naslednjih fazah:

1. Prejem izkazov interesa ter vplačilo varščine;
2. Vabilo izbranim zainteresiranim osebam k podpisu dogovora o varovanju zaupnih informacij;
3. Pregled razpoložljive dokumentacije (skrbni pregled), vključno s prodajno pogodbo, ki bo predvidoma sklenjena med Prodajalcem in izbranim ponudnikom;
4. Predložitev zavezujočih ponudb;
5. Zaključek transakcije z izbranim ponudnikom, prenosom Terjatev po plačilu kupo-prodajne cene.

3. Natančnejši podatki o posameznih fazah postopka prodaje

- a) Vsebina izkaza interesa, rok za oddajo in varščina

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 **ARKADIA d.o.o.-v stečaju**

1. Assets to be sold

The Seller intends to sell exposures and ancillary rights towards debtor, company **ARKADIA d.o.o.- v stečaju, Kočevarjeva ulica 2, 8000 Novo mesto, ID number 29249767**, which as of **31.7.2023** amount to **EUR 75.880,25** (herein: the **Receivables**).

The Receivables are secured by:

- Mortgage on real estate: building and agricultural land, in cadastral municipality Bršljin, Novo mesto
- Guarantees.

2. Sale process

Sale process is led by the Seller in a transparent and non-discriminatory manner. The Seller expects the sale process to be completed in October 2023, 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 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

Izkaz interesa, ki ga zainteresirane osebe posredujejo Prodajalcu mora vsebovati:

- i. Identifikacijo zainteresirane osebe (naziv, sedež/naslov, kratek opis), kontaktne podatke ter navedbo ali zainteresirana oseba deluje samostojno ali v konzorciju (identifikacija vseh povezanih strank);
- ii. Informacijo o končnem kupcu (z razkritjem lastniške strukture do končnega lastnika (*t.i. ultimate beneficial owner*)). V kolikor zainteresirana oseba nastopa v vlogi posrednika, razkritje naročnika ter pisno pooblastilo/potrdilo naročnika, s katerim je posrednik pooblaščen za zastopanje;
- iii. Informacijo o morebitni povezanosti z dolžnikom in/ali povezanimi osebami dolžnika (lastniška, upravljavska, druga povezanost), tudi v smislu pravil, ki urejajo gospodarske družbe;
- iv. Pojasnilo interesa za nakup Terjatev;
- v. Potrdilo o vplačilu varščine v skladu s spodnjimi navodili.

Obvezen pogoj za izkaz interesa je vplačilo varščine v višini 5.000,00 EUR na račun Nova KBM d.d., SI56 0400 0070 0000 150 in sklic SI05 1615505-292090.

Neizbranim osebam bo vrnjen celoten znesek vplačane varščine, brez obresti ali kakršnihkoli nadomestil, najkasneje v roku 7 dni od zaključka prodajnega postopka. Vplačilo osebe, čigar ponudba bo sprejeta, bo vključeno v prodajno pogodbo kot del kupnine. Če s strani Prodajalca izbrani ponudnik v postavljenem roku ne sklene prodajne pogodbe ali ne izpolni svojih obveznosti iz sklenjene prodajne pogodbe, varščina zapade v korist Prodajalca (varščina se ponudniku ne vrne).

Zainteresirane osebe morajo **izraziti svoj morebiten interes do 11.9.2023**. Izkaz interesa, podpisan s strani odgovorne zainteresirane osebe, se posreduje na elektronski naslov **uzagar@nkbm.si**.

b) Vabilo izbranim osebam k podpisu dogovora o varovanju zaupnih informacij

Posamezne zainteresirane osebe po izbiri Prodajalca bodo po oddaji izkaza interesa povabljeni k nadaljevanju postopka. V primeru, da želijo sodelovati v nadaljevanju

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;
- 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 5.000,00 on the bank account of Nova KBM d.d., SI56 0400 0070 0000 150, with reference SI05 1615505-292090.

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 11.9.2023**. Expression of interest, signed by responsible person, is to be submitted to the email **uzagar@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

postopka morajo s Prodajalcem skleniti dogovor o varovanju zaupnih informacij, ki jim jo bo posređoval Prodajalec.

c) Pregled razpoložljive dokumentacije (skrbni pregled), vključno z osnutkom prodajne pogodbe, ki bo predvidoma sklenjena med Prodajalcem in kupcem

Po podpisu dogovora o varovanju zaupnih informacij lahko zainteresirana oseba pristopi k pregledu razpoložljivih podatkov in dokumentov, vključno z osnutkom prodajne pogodbe.

d) Predložitev zavezujočih ponudb

Na osnovi pregleda razpoložljivih podatkov in dokumentov bodo zainteresirane osebe lahko oddale zavezujoče ponudbe za nakup Terjatev.

Zavezujoča ponudba mora vsebovati:

- i. Identifikacijo ponudnika (naziv, sedež/naslov, kratek opis), kontaktne podatke ter navedbo ali ponudnik deluje samostojno ali v konzorciju (identifikacija vseh povezanih strank);
- ii. Informacijo o končnem kupcu (z razkritjem lastniške strukture do končnega lastnika (t.i. ultimate beneficial owner)). V kolikor ponudnik nastopa v vlogi posrednika, razkritje naročnika ter pisno pooblastilo/potrdilo naročnika s katerim je posrednik pooblaščen za zastopanje v zvezi s konkretnim poslom;
- iii. Izjavo ponudnika in končnega kupca, če je različen od ponudnika, o morebitni povezavi z dolžnikom in/ali povezanimi osebami dolžnika (lastniška, upravljavska, druga povezanost), tudi v smislu pravil, ki urejajo gospodarske družbe;
- iv. Ponujeno višino kupnine, pod pogoji, ki so navedeni v osnutku prodajne pogodbe (predložitev izpolnjene prodajne pogodbe);
- v. Izjavo o načinu financiranja transakcije oziroma dokazilo o obstoju sredstev (npr.: izjava banke do odobrenega dostopa do teh sredstev, itd.), pri čemer mora ponudnik konkretno predstaviti tudi dejanski izvor sredstev za odkup Terjatev. Prodajalec si

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.

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 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. Seller reserves the discretionary right to assess the adequacy of proof on the existence of the funds;

pridržuje diskrecijsko pravico presoje primernosti dokazila o obstoju sredste

vi. V primeru, da je ponudnik tuja oseba, mora ponudbi priložiti izpisek iz ustreznega registra, ki ni starejši od 15 dni (pravne osebe), oziroma fotokopijo potnega lista ali osebne izkaznice (EU) (fizične osebe).

Ponudnik mora ob oddaji zavezujoče ponudbe, in nato v vsakem trenutku do zaključka prodajnega postopka, na zahtevo Prodajalca z ustreznimi dokumenti izkazati izpolnjevanje vseh pogojev za izvedbo predvidene transakcije v smislu Zakona o preprečevanju pranja denarja in financiranja terorizma in podzakonskih aktov s področja pranja denarja in financiranja terorizma.

e) Zaključek prodajnega postopka

Odpiranje ponudb in postopek izbora kupca nista javna. Kriteriji za morebiten sprejem ponudbe bodo ponujena končna cena, način financiranja ter morebitne druge sestavine zavezujoče ponudbe. Prodajalec si pridržuje pravico, da bo enega ali več ponudnikov pozval na izboljšanje ali spremembo zavezujočih ponudb ali da bo nadaljeval individualna pogajanja z vsemi ali določenimi ponudniki.

Po dokončni izbiri zmagovalnega ponudnika, bo Prodajalec le-tega pozval k sklenitvi prodajne pogodbe.

Vse davke in stroške, vključno z morebitnimi notarskimi stroški, v zvezi s prenosom bo plačal kupec. Prodaja se vrši po načelu videno-kupljeno, brez posebnih jamstev Prodajalca, razen tistih, ki bodo izrecno navedena v zavezujoče sklenjeni prodajni pogodbi.

4. Dodatne pravne informacije

To vabilo ne predstavlja ponudbe in na nikakršen način ne zavezuje Prodajalca k sklenitvi prodajne pogodbe s katerikoli osebo. Prodajalec si pridržuje pravico prodaje Terjatev katerikoli osebi ter pravico, da vse do sklenitve zavezujoče pogodbe, prekine pogajanja ali postopek s posameznim ali vsemi udeleženci postopka brez obrazložitve ter brez obveznosti za plačilo odstopnine ali povračila kakršnihkoli stroškov.

Niti Prodajalec niti nobena od njegovih povezanih oseb, njihovih direktorjev, referentov, zaposlenih, svetovalcev ali agentov ne prevzema nikakršne odgovornosti za

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) Finalisation 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. 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 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

informacije vsebovane v tem vabilu ali na drug način sporočene posameznim osebam in ne daje nikakršnih jamstev v zvezi s točnostjo in popolnostjo takšnih informacij ali v zvezi s predmetnim postopkom prodaje.

Prodajalec si pridržuje pravico kadarkoli in brez pojasnila spremeniti načrtovani potek, faze ali druge elemente postopka, prav tako lahko prekine postopek zbiranja izkaza interesa, ponudb prodaje oz. pogajanj, za kar ne nosi nobene odgovornosti in udeleženci postopka ali tretje osebe ne morejo zoper Prodajalca uveljavljati nikakršnih zahtevkov.

Za ta javni poziv in za vse postopke vezane na predmetni prodajni postopke se uporablja pravo Republike Slovenije ob izključitvi kolizijskih pravil. V primeru kakršnegakoli spora je podana izključna krajevna pristojnost sodišča v Mariboru.

Vsaka oseba, ki Prodajalcu posreduje izkaz interesa izrecno soglaša z navedenimi pravili predmetnega prodajnega postopka in potrjuje, da je v celoti odgovorna za stroške, ki ji nastanejo v kakršnikoli povezavi s sodelovanjem v predmetnem postopku.

Zainteresirane osebe lahko dodatne informacije o tem prodajnem postopku dobijo pri predstavnikih Prodajalca:

- Urška Žagar tel. +386 (2) 229 2318, uzagar@nkbm.si;
- Petra Barbič tel. +386 51 384 791, pbarbic@nkbm.si

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:

- Urška Žagar tel. +386 (2) 229 2318, uzagar@nkbm.si;
- Petra Barbič tel. +386 51 384 791, pbarbic@nkbm.si

Nova KBM d.d.

Maribor, 21.8.2023