

In accordance with the Memorandum of Association – full text, of 30 September 2019, the Decision of the Company's Management Board, Class: ZGH-01-19-1031, File No.: 01-01-02-19-02, of 26 September 2019 and the Decision of the Company's Assembly, Class: ZGH-02-19-83, File No.: 01-08-01/5-19-07 of 30 September 2019, the Management Board of ZAGREBAČKI HOLDING d.o.o. issues the following:

## REPEATED INVITATION TO TENDER FOR THE SALE OF REAL ESTATE

### 1. SUBJECT MATTER OF THE INVITATION TO TENDER

No.	REAL ESTATE DESCRIPTION	INITIAL PURCHASE PRICE, EXCLUSIVE OF VAT
1	Part of "ZLATOKRILA" HOSTEL consisting of Vila Šimunić and Vila Matilda with supporting facilities "Tehnika", "Bačva", "Sunčalište" and "Barakuda", at the location Veli Lošinj, Kaciol 11, 12, 13, 14, 15, 15A and 17, designated as cadastral plots no. *210, 147, 148/2, *232/1, *232/2, *209/1, *944, 2849/2, 2851 and 2848, with total surface area of 3449 m <sup>2</sup> , all in cadastral municipality Veli Lošinj	<u>HRK 22,482,500.00</u> in accordance with the appraisal given by the court expert witness for real-estate market value appraisal, Građevinski radovi d.o.o., Zagreb, Sv. Roka 16
2	"HALUGICE" HOSTEL PUNAT at the location Krk, Punat, Novi put 8, built on the cadastral plot no. 8479, with total surface area of 1768 m <sup>2</sup> , entered in the land registry folio 2435 of the cadastral municipality Punat	<u>HRK 6,925,175.67</u> in accordance with the appraisal of the expert witness for real-estate market value appraisal, Građevinski radovi d.o.o., Zagreb, Sv. Roka 16
3	"JELEN" HOSTEL SKRAD at the location Skrad, Školska ulica 4, built on the cadastral plot no. 3074, cadastral plot no. 3076 and cadastral plot no. 3078, with total surface area of 2242.80 m <sup>2</sup> , entered in the land registry folio 716 and land registry folio 738, all in cadastral municipality Divjake	<u>HRK 2,785,300.00</u> in accordance with the appraisal given by the court expert witness for real-estate market value appraisal, Građevinski radovi d.o.o., Zagreb, Sv. Roka 16
4	"LODA" HOSTEL SKRADIN consisting of two buildings at the location Skradin, Ulica dr. Franje Tuđmana 32 and 35, designated in the cadastral plot no. 233 ZGR and cadastral plot no. 241/2 ZGR, with total surface area of 816 m <sup>2</sup> , entered in the land registry folios 1190 and 1880, all in cadastral municipality Skradin.	<u>HRK 8,140,000.00</u> in accordance with the appraisal given by the expert witness for real-estate market value appraisal, Građevinski radovi d.o.o., Zagreb, Sv. Roka 16

#### NOTE:

#### 1. "ZLATOKRILA" HOSTEL:

Villa Šimunić holds an EPC rating of D.

Villa Matilda holds an EPC rating of D.

Supporting facilities are not subject to energy certification requirement.

The initial price amounts to HRK 22,482,500.00 (say: twenty-two million four hundred and eighty-two thousand five hundred kuna) in accordance with the appraisal given by the court expert witness.

2. "HALUGICE" HOSTEL PUNAT holds an EPC rating of E

The initial price amounts to HRK 6,925,175.67 (say: six million nine hundred and twenty-five thousand one hundred and seventy-five kuna and sixty-seven lipa) in accordance with the appraisal given by the court expert witness.

3. "JELEN" HOSTEL SKRAD is not subject to energy certification requirement, because the building is in dilapidated condition.

The initial price amounts to HRK 2,785,300.00 (say: two million seven hundred and eighty-five thousand three hundred kuna) in accordance with the appraisal given by the court expert witness.

4. "LODA" HOSTEL SKRADIN, designated as the cadastral plot no. 241/2 ZGR, entered in the land registry folio 1880 of the cadastral municipality Skradin holds an EPC rating of C. The property designated as cadastral plot no. 233 ZGR, entered in the land registry folio 1190 of the cadastral municipality Skradin is not subject to energy certification requirement, because the building is in dilapidated condition and unutilized.

The property is categorized as cultural heritage, which fact is registered in the land registry, specifically as regards the cadastral plot 241/2 ZGR, cadastral municipality Skradin under the number Z-12500/17, based on the final decision of the Ministry of Culture, Directorate for the Protection of Cultural Heritage, Class: UP-I-612-08/09-06/0201; File No.: 532-04-01-03-02/2-17-2 of 14 February 2017, and as regards the cadastral plot 233 ZGR, cadastral municipality Skradin, under the number Z-12502/17 based on the final decision of the Ministry of Culture, Directorate for the Protection of Cultural Heritage, Class: UP-I-612-08/09-06/0201; File No.: 532-04-01-03-02/2-17-2 of 14 February 2017.

After the opening of tenders and selection of the best tender in the manner and under the conditions set forth in this Invitation to Tender, the real property in Skradin, "LODA" HOSTEL SKRADIN, will be offered to the Republic of Croatia, Šibenik-Knin County and Skradin Municipality at the price offered in the best tender, and they will be invited to respond within 60 days whether they will exercise their pre-emption right under the Cultural Property Protection and Conservation Act.

Upon receiving the responses that the Republic of Croatia, Šibenik-Knin County and Skradin Municipality will not exercise their pre-emption rights or after the expiry of the 60-day time limit, the real property will be sold to the best tenderer at the price which cannot be lower than the price stated in the offer given to the holders of the pre-emption right and under the conditions which are not more favourable for the buyer than the conditions contained in the offer given to the holders of the pre-emption right.

In case any holder of the pre-emption right responds, within the set time limit, that they will exercise their pre-emption right, the tenderers will be promptly notified thereof. Tenderers will be refunded the tender security they paid, within 60 days from the notification date, and they will not be entitled to any default interest for the period lapsed between the payment and the refund of such security.

The initial price amounts to HRK 8,140,000.00 (say: eight million one hundred and forty thousand kuna) in accordance with the appraisal given by the court expert witness.

## **2. INITIAL TENDER PRICE AND TENDER CURRENCY**

The initial price shall be expressed in the net amount, exclusive of tax (VAT/real estate transfer tax). Taxes and charges shall be paid by the buyer.

Price offered by the tenderer in his tender shall be higher than the initial price and expressed in HRK.

### **3. MANNER OF REAL ESTATE SALE AND RISK ASSESMENT PROCEDURE**

The real estate is sold as per the current status of the land registry documents, on the “as-is” basis, and as per the terms of the Invitation to Tender.

Tenderers undertake to independently inspect the current land registry and cadastral status of the real estate, inspect the existing spatial planning rules pertaining to the real estate that is the subject of this Invitation to Tender and assess any possible pertaining risks.

By submitting his tender, the tenderer expressly acknowledges that he is familiar with the existing spatial planning documents and with the land registry and cadastral status of the real estate that is the subject of this Invitation to Tender; that he expressly accepts the above-mentioned and waives, in relation to the seller, any claims, requests for decreasing the purchase price and the right to contest the sale and purchase agreement as regards any material and legal deficiencies of the real estate.

Seller's contact person for inspecting the location of ZLATOKRILA Hostel is Ms Tea Đurić Margeta, mobile: +385 (0)91 456 59 02.

Seller's contact person for inspecting the location of “HALUGICE” HOSTEL PUNAT is Mr Miljenko Žic, phone: +385 (0) 51 855 091; +385 (0)98 798 093.

Seller's contact person for inspecting the location of “JELEN” HOSTEL SKRAD is Ms Nada Čosić, phone: +385 (0) 51 810 349.

Seller's contact person for inspecting the location of “LODA” HOSTEL SKRADIN is Mr Josip Krnjić, mobile: +385 (0) 91 235 6156.

The seller will organize a showing of the real estate for interested persons within several days from receiving the request for inspecting the location.

### **4. USE OF DATA, RIGHT TO PARTICIPATE IN INVITATION TO TENDER, LANGUAGE OF TENDER AND DELIVERY OF NOTIFICATIONS**

Legal entities and natural persons – tenderers agree that ZAGREBAČKI HOLDING d.o.o. Ulica grada Vukovara 41 and ZAGREBAČKI HOLDING d.o.o. – Podružnica Vladimir Nazor, Maksimirska 51A, 10000 Zagreb may, without the tenderers' subsequent approval or consent, collect, use and further process the data given in their tenders for the purpose of implementing the Invitation to Tender, in accordance with the regulations on personal data protection.

The right to submit a written tender is granted to all natural persons who are citizens of the Republic of Croatia, citizens of the EU countries and citizens of the countries with which the Republic of Croatia has concluded a Reciprocity Agreement for acquiring titles over real properties in the Republic of Croatia, as well as to legal entities registered in the Republic of Croatia, in the European Union and in the countries with which the Republic of Croatia has concluded a Reciprocity Agreement for acquiring titles over real properties in the Republic of Croatia.

Tender submitted by the tenderer, all the documents and correspondence pertaining to the tender and exchanged between the seller and the buyer shall be written in Croatian.

All the correspondence exchanged between the seller and the buyer shall be in writing and sent by registered mail or delivered in person at the registry of ZAGREBAČKI HOLDING d.o.o. – Podružnica Vladimir Nazor, Maksimirska 51A, 10000 Zagreb.

Any and all documents, including the decision on the selection of the best tender, decision on appeal, invitation to conclude the agreement, etc. will be delivered by ZAGREBAČKI HOLDING d.o.o. to the addresses of the tenderers or of the persons indicated as document recipients in the submitted tenders, and the tenderers will deliver any and all documents related to this Invitation to Tender to the address: ZAGREBAČKI HOLDING d.o.o. – Podružnica Vladimir Nazor, Maksimirska 51A, 10000 Zagreb.

In case a tenderer changes his address, such tenderer shall notify ZAGREBAČKI HOLDING d.o.o. – Podružnica Vladimir Nazor about the new address for the receipt of documents within three days, in writing.

Tenderer that is a foreign natural person or legal entity shall appoint a person for the receipt of documents in the Republic of Croatia.

## **5. TENDER SECURITY**

Along with the tender, it is necessary to enclose the proof of payment of the tender security in the amount of 10% (ten percent) of the initial price stated in this Invitation to Tender to the account of the company ZAGREBAČKI HOLDING d.o.o. – Podružnica Vladimir Nazor, Maksimirska 51A, 10000 Zagreb, IBAN HR8623400091410257140, Privredna banka Zagreb d.d., with the description “NATJEČAJ ZA PRODAJU NEKRETNINE – (specify the real property for which tender is submitted)”.

After the tendering procedure is completed, the tender security of the selected tenderer will be calculated into the purchase price. Tender securities of the tenderers whose tenders have not been accepted will be returned to them within 60 days after the decision on the selection of the best tender becomes final, without them being entitled to default interest for the period lapsed between the payment and the refunding of such security.

## **6. TENDER CONTENT AND ENCLOSURES**

Tenders shall be submitted on a publicly available form, which the tenderer shall download from [www.zgh.hr](http://www.zgh.hr).

### **Written tender (Form) shall contain the following:**

1. The reference number of the subject matter of sale for which the tender is submitted;
2. The offered purchase price amount, written in letters and expressed as a whole number, and higher than the initial purchase price of the real property specified in the Invitation to Tender. The offered price shall be expressed in HRK, in the net amount, exclusive of tax (VAT and real estate transfer tax). Tenders expressed in another currency will not be considered;
3. Basic information about the tenderer (name and surname / name of legal entity and its authorized representative, personal identification number (PIN), address), e-mail address and phone number of the tenderer, and contact person for the receipt of documents for foreign natural persons and legal entities;
4. Name of the Bank and number of the bidder's account to which the eventual refund of the paid guarantee will be made in accordance with the conditions from the Tender;
5. Each page in the tender and the entire documentation for the participation in the tender procedure shall be numbered (e.g. 1/5, 2/5, 3/5, 4/5, 5/5), and all pages shall be stitched and bound together with tape (e.g. security cord). Any tenders received that are not bound and numbered as described above will be deemed invalid and will not be considered.

### **The following documents shall be enclosed to the written tender:**

1. Original or certified copy of documents containing the following basic information about the tenderer: name and seat, authorized representative, and personal identification number (PIN) for legal entities (Ruling on Incorporation into the Court Register or Extract from the Court Register or other relevant register no older than 30 days);
2. Natural persons who are Croatian citizens shall enclose a copy of a valid ID, and natural persons who are foreign citizens a copy of a valid passport or other valid personal identification issued in their domicile country, translated into Croatian by a sworn translator;

3. Legal entities based in Croatia shall enclose an extract from the court register or other relevant register, no older than 30 days, and legal entities based in other countries shall enclose an extract from a relevant domicile register, including a certified translation by a sworn translator into Croatian, no older than 30 days;
4. Foreign natural persons and legal entities shall enclose proof of fulfilment of the requirements provided for by law for the acquisition of title to real properties in the territory of the Republic of Croatia (original or certified copy);
5. Proof of payment of tender security;
6. Notarized statement from the tenderer confirming full acceptance of the terms of the Invitation to Tender and confirming that the tenderer, if his tender is accepted, will conclude the sale and purchase agreement at his own expense, and that his tender shall remain in effect for 90 days counting from the date of it becoming final;
7. Tax clearance certificate for the tenderer (original or certified copy), issued by the Ministry of Finance – Tax Administration, no older than 30 days;
8. Certificate (original or certified copy) confirming that the tenderer has no outstanding debts to the City of Zagreb, issued by the City Office for Finance, no older than 30 days;
9. Certificate of the balance of debt for the tenderer, issued in electronic form by ZAGREBAČKI HOLDING d.o.o., no older than 30 days. To request such a certificate, please email *financije.direkcija@zgh.hr*. For any information, please call 01/6420-724;
10. Name of bank and the tenderer's account number (IBAN) for the purposes of any refund of the tender security paid as per the terms of the Invitation to Tender;
11. Notarized statement on the appointment of a person authorized for the receipt of documents in the Republic of Croatia (for foreign legal entities and natural persons).

If the tender is submitted by a foreign citizen or legal entity not based in the Republic of Croatia that meet the requirements provided by law for the acquisition of title to real properties in the Republic of Croatia, such foreign citizen or legal entity shall submit a tender, including equivalent documents of the enclosures specified above, issued by a competent judicial or administrative authority in the country of establishment of the legal entity or country of nationality of the natural person submitting the tender, translated into Croatian by an authorized sworn translator.

## **7. PLACE, MANNER AND TIME LIMIT FOR THE SUBMISSION OF TENDERS**

The time limit for the submission of tenders is 60 days from the date of the publication of the Invitation to Tender, or, specifically, **by 3:00 pm on 1 March 2021**.

Tenders delivered directly to the registry of ZAGREBAČKI HOLDING d.o.o. – Podružnica Vladimir Nazor or sent by registered mail after the expiry of the time limit for the submission of tenders will be considered late and will not be taken into consideration.

The tender, together with proof of fulfilment of the terms of the Invitation to Tender, shall be submitted in a sealed envelope marked "**JAVNI NATJEČAJ ZA PRODAJU NEKRETNINE (specify property) – NE OTVARATI**" by registered mail to ZAGREBAČKI HOLDING d.o.o. – Podružnica Vladimir Nazor, Maksimirska 51A, 10000 Zagreb or in person at the registry at the same address. Name, surname, and address shall be indicated on the back of the envelope for tendering natural persons, and company name, seat and persons appointed for the receipt of documents, if any, for tendering legal entities.

## **8. IMPLEMENTATION OF INVITATION TO TENDER AND PUBLIC OPENING OF TENDERS**

The Committee for the Implementation of the Invitation to Tender (hereinafter: Committee) is responsible for the implementation of the Invitation to Tender.

Tenders for the locations ZLATOKRILA HOSTEL, "HALUGICE" HOSTEL PUNAT, "JELEN" HOSTEL SKRAD and "LODA" HOSTEL SKRADIN will be publicly opened **at 9:00 am on 5 March 2021** at ZAGREBAČKI HOLDING d.o.o. – Podružnica Vladimir Nazor, Maksimirska 51A, 10000 Zagreb.

Tenderers or their attorneys-in-fact may attend the opening of the tenders, presenting a valid power of attorney.

Untimely and incomplete tenders and tenders not compliant with the terms of the Invitation to Tender will not be considered.

## **9. DECISION ON THE SELECTION OF THE BEST TENDER AND SELECTION CRITERIA**

The tenderer who has offered the highest purchase price and who fulfils all terms of the Invitation to Tender is considered the best tenderer.

If the same tenderer submits several tenders for the same real property, only the tender with the highest offered price amount will be considered valid.

If two or more tenderers offer the same highest purchase price and if they fulfil the terms of the Invitation to Tender, the Committee will invite such tenderers to offer a new purchase price amount in writing, in a sealed envelope, within 24 hours.

If the best tenderer withdraws his tender, or decides not to enter into a sale and purchase agreement, the Committee shall propose the next best tenderer to the Management Board of ZAGREBAČKI HOLDING d.o.o., and the best tenderer who has withdrawn his tender or decided not to enter into a sale and purchase agreement will lose the right to the refund of his tender security.

The Management Board of ZAGREBAČKI HOLDING d.o.o. shall make the Decision on the selection of the best tender for the subject matter of sale at the proposal of the Committee. Such Decision shall be delivered to all participants of the Invitation to Tender (tendering for the real property in question). Tenderers may lodge an appeal against such decision within eight days of its delivery. Appeals shall be lodged to the Committee, and the decision on the appeals shall be made by the Management Board of ZAGREBAČKI HOLDING d.o.o., whose decision is final.

The final decision on the selection of the best tenderers does not obligate ZAGREBAČKI HOLDING d.o.o. to enter into a sale and purchase agreement.

If the competent body for any reason fails to make a positive Decision on the sale of the subject matter of sale, the best tenderer shall be notified of the fact.

In this case, the best tenderer, to whom the final Decision on the selection of the best tender has been delivered, shall not be entitled to any kind of compensation resulting from this decision, other than a refund of the amount of tender security paid, without them being entitled to default interest for the period lapsed between the payment and the refunding of such security.

## **10. THE RIGHT OF THE SELLER TO NOT ACCEPT ANY TENDER AND THE RIGHT TO WITHDRAW FROM THE SALE**

ZAGREBAČKI HOLDING d.o.o. reserves the right to not accept any of the tenders received at any time and without stating specific reasons, or to annul the Invitation to Tender, of which the tenderers shall be notified. In this case, the participants of the Invitation to Tender shall not be entitled to any kind of compensation, other than a refund of the amount of tender security paid, without them being entitled to default interest for the period lapsed between the payment and the refunding of such security.

ZAGREBAČKI HOLDING d.o.o. shall be entitled to withdraw from the sale of the real properties in question without stating specific reasons at any time prior to signing the Sale and Purchase Agreement, of which ZAGREBAČKI HOLDING d.o.o. shall notify the selected tenderers without delay. In this case, the selected tenderer shall not be entitled to any kind of compensation resulting from this decision, other than a refund of the amount of tender security paid, without them being entitled to default interest for the period lapsed between the payment and the refunding of such security.

In the event that ZAGREBAČKI HOLDING d.o.o. decides to exercise the above right, ZAGREBAČKI HOLDING d.o.o. shall refund the tender security to the tenderer within 60 days from the delivery of the notification to the tenderer.

## **11. TENDERERS' OBLIGATIONS AND LIABILITY**

Tenderers shall be considered to be aware of all applicable regulations in the Republic of Croatia relating to their business, and particular the regulations relating to taxes, duties, and other fees they are subject to, and shall not request a modification of the contractual price on this basis.

## **12. CONCLUSION OF AGREEMENT AND PAYMENT OF PURCHASE PRICE**

All rights and obligations between the buyer and the seller will be defined in detail in the Sale and Purchase Agreement.

The Sale and Purchase Agreement, in addition to material agreement elements (subject matter of sale, purchase price, permission to register the property clause that the seller shall issue after the purchase price has been paid in full), shall also include a provision stipulating that the real property shall be delivered into the possession of the buyer within 60 days of the payment of the purchase price in full at the latest.

The buyer waives any claim against the seller if the seller for any reason and not through his own fault and / or will, will not be able to hand over the immediate possession of the real estate to the buyer within the period specified in the previous paragraph (e.g. due to the possession of third parties who do not voluntarily leave the property, force majeure, restrictions of a public nature or state of emergency, etc.).

If the seller is unable to hand over the direct possession of the real estate to the buyer, due to force majeure, restrictions of a public law nature or state of emergency, etc., the buyer may choose to take possession of the real estate in indirect possession or terminate the contract unilaterally. In that case, the seller also has the right to unilaterally terminate the contract

In the event of unilateral termination of the agreement, the seller shall refund the amount of the paid purchase price to the buyer within 15 days of the date of termination of the agreement, without the buyer being entitled to compensation of damages, compensation for inability to use the real properties etc, or to default interest provided for by the law for the period lapsed between each individual payment and the refunding of paid purchase price amounts.

The buyer shall not be entitled to any kind of pecuniary compensation from the seller for the duration of any postponement of the delivery into possession.

After the competent body of ZAGREBAČKI HOLDING d.o.o. makes the decision on the sale, the selected tenderer will be invited to conclude a Sale and Purchase Agreement. In the event that the tenderer whose tender has been selected as the best does not sign the Sale and Purchase Agreement within eight days of the invitation to do so without justifying his absence, the tenderer shall be considered to have withdrawn from buying the subject matter of sale, and the seller shall retain the full amount of the tender security paid.

In the event that the best tenderer justifies his absence, a new appropriate time limit, no longer than 30 days, will be defined. In the event that the tenderer does not respond to the invitation in

the new time limit, the tenderer shall be considered to have withdrawn from buying the subject matter of sale. The seller shall retain the full amount of the tender security paid.

Selected tenderers shall pay the full amount of the offered purchase price to the seller as a lump sum into the account of the company ZAGREBAČKI HOLDING d.o.o. – Podružnica Vladimir Nator, Maksimirska 51A, 10000 Zagreb, IBAN HR8623400091410257140, Privredna banka Zagreb d.d., within 30 days of the conclusion of the Sale and Purchase Agreement.

In the event that the selected tenderer fails to pay the purchase price within the agreed time period after the conclusion of the Sale and Purchase Agreement or in the event that such Agreement is terminated subsequent to its conclusion due to the buyer's failure to fulfil his undertakings, the tenderer/buyer shall lose the right to the refund of the tender security paid as well as the right to default interest on the paid purchase price for the period lapsed between the payment and the refunding of the paid purchase price amounts.

The Sale and Purchase Agreement shall be made in writing and the signatures of both contractual parties shall be notarized.

All costs of the conclusion of the Sale and Purchase Agreement shall be borne by the Buyer. Costs relating to the realisation of the Agreement, real estate transfer tax, other taxes and any fees, registration in the land registry and other public registries, notary public costs, and any other costs shall be borne in full by the Buyer.