

DESCRIPTION OF THE SALES PROCESS

1. Interested parties are encouraged to submit a Declaration of Interest within 21 days of receiving this presentation. The Declaration of Interest should include the following information:

Interested parties are requested to provide a general statement regarding their business activity and any additional information they deem necessary to express their interest.

Interested parties are required to provide, at a minimum, the following information:

- Registration number of the agent/authorized representative, telephone number, e-mail address, website address, extract from the commercial register or name and surname of the provider, place of residence, tax number, PID, telephone number and e-mail address;
- Justification of the business purpose for which the property is being purchased;
- Identity and contact details of the individuals within the client organization who will be responsible for communication regarding the sales process;
- Statement by the interested party affirming their financial capability to purchase the specific real estate in question.

The statement should be sent to the following address: Metropola IN d.o.o., Vodovodna cesta 109, 1000 Ljubljana, Slovenia

2. Upon receiving the Statement of Interest, the Seller will evaluate the submissions and, at their discretion, select the parties to proceed to the next phase of the sales process.
3. Upon receiving the Invitation for the next stage of the sales process, the interested party will be provided with a draft sales contract and granted a period of 60 days for conducting due diligence.
4. After the expiration of the due diligence period, the interested party will be given a timeframe of 30 days to submit a binding offer. The content of the binding offer is specified in the attached form accompanying this document.
5. Within 7 days of receiving the binding bids, the seller will identify one or more preferred bidders with whom further negotiations will be conducted regarding the terms of sale and the content of the sales contract. It is anticipated that the sales contract will be finalized by 30 November 2023.

6. If any of the bidders request an extension of the due diligence period or internal approval procedures for a longer duration than specified in this document, the Seller may, at its discretion, extend and adjust the deadline for submitting a binding offer, as well as the negotiation and signing of the Sales Contract accordingly.

OTHER:

The Seller retains the right, at its sole discretion, to modify, suspend, or terminate the sales process at any time. The Seller also reserves the right to amend any rules and procedures related to the sales process, including the structure thereof. The Seller may reject any received offers and is not obliged to accept any offer or enter into a final contract with any potential investor or third party. The Seller may terminate or conclude negotiations with one or all potential investors at any time, without prior notice and without the obligation to provide reasons for such decisions. The Seller also retains the right to initiate exclusive negotiations with one or more potential investors at any point during the sales process. Potential investors acknowledge and agree that engaging in such actions does not entitle them to any form of compensation under any circumstances. Furthermore, they explicitly waive any and all claims associated with such actions. The Seller expressly excludes all liability for damages. The Seller's obligation to carry out the sale of real estate will be triggered solely upon the completion of a written sales contract, in accordance with the terms and conditions specified in the contract. The information presented by the seller in this document, pertaining to investment opportunities, has been prepared by the designated real estate agency on behalf of the seller. It is based on publicly available information and should not be considered legally binding or conclusive in any way. It is the responsibility of the interested party to verify the accuracy of the provided information. The information presented in this document should not be construed as an opinion (legal or otherwise) or a due diligence report, and it does not constitute legal or financial advice. The interested party is responsible for independently verifying the data in the relevant public registers and should not solely rely on the information provided in this presentation. The seller acknowledges the possibility of additional documentation and/or information pertaining to the real estate that is not included in this presentation. None of the data or information provided in this presentation should be interpreted as a guarantee, commitment, or advice to proceed with the process or make any decisions related to the inclusion in the sales process or the transaction itself. The Seller, along with its advisors or agents, cannot guarantee that the disclosed data and information, especially concerning the intended use of the property and its future usability, will remain unchanged. The recipient of this presentation should conduct a thorough assessment of the uncertainties associated with any proposed investment, employing standard commercial due diligence practices as would be expected in the ordinary course of business. It is also recommended to consider whether such practices are suitable or available in other locations. The interested party is required to conduct an independent review, investigation, verification, analysis, and evaluation of the real estate and the accompanying information, including any publicly available data. They should do so independently and without solely relying on the information provided by the seller, exercising their judgment and discretion as they deem necessary and appropriate. Lack of awareness of the available information does not exempt the interested party from their responsibility to accurately assess the value of the proposed sales price, make an informed decision on entering into the sales contract, and fulfill their obligations in the purchase process. The Seller, along with its advisors or agents, shall not be held

liable for any costs, expenses, fees, penalties, or any direct, indirect, or consequential damages incurred by an interested party (including their representatives, employees, subsidiaries, advisers, and any third party acting on their behalf) in relation to this presentation and/or transaction. In line with the aforementioned, irrespective of the nature of the claim, whether in contract, tort, or otherwise, the Seller, along with their advisors or agents, disclaim all responsibility and liability towards any individual. To the maximum extent permitted by applicable law, the Seller holds no liability, and each interested party agrees to participate in the sales process with this understanding. The customer shall be responsible for bearing any costs associated with due diligence conducted by a potential interested party, including but not limited to banking, legal, tax, real estate consulting costs, environmental assessments, technical evaluations, and other related expenses. These costs, incurred throughout the entire sales process, shall be the sole responsibility of the customer, irrespective of the outcome, and the seller shall not provide any reimbursement under any circumstances. By engaging in the specified procedure, the interested party explicitly agrees to comply with the conditions outlined in this presentation, as well as the conditions of its implementation. In the event that the application (such as an offer) is subject to a deadline following this presentation, it shall be considered as timely submitted if it has reached the Seller's address prior to the expiration of the deadline. If the final day of the deadline falls on a Saturday, Sunday, public holiday, or any other day off as stipulated by the Law on Holidays, the deadline will be extended to the next working day. The Seller acknowledges the possibility of errors in the text of the published presentation. The transaction will be governed by the Slovenian language for bidders from Slovenia and English for bidders outside Slovenia, with the exception of the sales contract, which will be concluded in the original Slovenian language. By participating in the procedure under this Agreement, the interested party confirms and agrees that, if necessary, it will translate any required documentation from the Slovenian language into English at its own expense. Each bidder is responsible for covering the costs associated with preparing a declaration of interest, a binding offer, and any other activities involved in the sales process, including negotiating the content of the sales contract. All procedures outlined in this presentation will be conducted on behalf of the seller by Metropola IN d.o.o., located at Vodovodna cesta 109, 1000 Ljubljana. In relation to this presentation and the resulting relationships, the legal framework of the Republic of Slovenia shall govern, and any disputes shall be subject to the jurisdiction of the court in Sežana for resolution.

METROPOLA IN d.o.o.

OFFICIAL OFFER FOR THE ACQUISITION OF REAL ESTATE

SUBJECT OF PURCHASE

Real estate comprising of the following plots: 3082/4, 3083/1, 3083/5, 3084/1, 3086/1, 3086/4, 3087/1, 3088/1, 3089/1, 3089/2, 3089/3, 3090, 3091, 3095/1, 3095/2, 3095/3, 3095/4, 3095/5, 3095/6, 3095/7, 3095/8, 3095/9, 3095/10, 3095/11, 3095/12, 3095/13, 3095/14, 3095/15, 3095/16, 3095/17, 3095/18, all CM 2560 HRPELJE.

(hereinafter referred to as "the **Real Estate**")

DETAILS ABOUT THE TENDERER

Name of the company/full name and surname of the Tenderer	
(Business) address	
LEGAL REPRESENTATIVE Power of Attorney (Plenipotentiary)	
Company registration number PID	
Tax ID number	
Phone	
E-mail	
Website	
Extract from the Business Register (mandatory)	

JUSTIFICATION OF THE COMMERCIAL PURPOSE FOR THE PURCHASE OF THE REAL ESTATE (1)

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(1) Specify the business purpose of the real estate purchase and outline your future plans with the property.

CONTACT PERSON DETAILS	
Contact person	
Function	
Phone	
E-mail	

OFFERED PRICE (2)		
Net purchase price for the real estate		EUR

EXPLANATION OF THE ASSUMPTIONS USED TO DETERMINE THE PURCHASE PRICE (3)

DETAILED DESCRIPTION OF THE FINANCING ARRANGEMENTS FOR THE PURCHASE (4)

(2) During the evaluation of bids, the Seller will give primary consideration to the offered purchase price and the proposed payment method for the purchase price. In accordance with the aforementioned, the Seller will generally prioritize bids that do not significantly alter the content of the proposed draft sales contract and its accompanying annexes.

(3) Provide a comprehensive explanation of the assumptions and reasoning that formed the basis for determining the offered purchase price. In order to prepare a binding offer, it is important to note that the sales contract will be established on the basis of the Seller's limited warranties and commitments, and the Seller's liability will be subject to limitations (see-buy principle).

(4) The description should encompass the intended financing structure, including the utilization of own resources and external financing. It should also outline the projected timeline and procedure for securing the funds, as well as any internal or alternative allocations that will be utilized to ensure the availability of necessary resources. If you plan to finance the offered purchase price through external financing, such as a loan, please attach a letter of

intent or any other relevant statement from the financial institution or entity with whom you are in negotiations to secure the funds. This document should specify the amount of funds being sought for the acquisition. To finance the purchase price using your own sources of financing, it is necessary to provide adequate proof of these funds. This may include documents such as bank statements, investment statements, or any other relevant financial documentation that demonstrates the availability of the required funds.

SECURITY OR BANK GUARANTEE (5)

The bidder is required to submit a security deposit of EUR 250,000.00 to the fiduciary account of the notary. The deposit will be held in the account until 15.12.2023. Unsuccessful tenderers will receive a refund of the security deposit no later than 20.12.2023.

Instead of providing a deposited security, the bidder has the option to submit a bank guarantee amounting to EUR 250,000.00 as proof of the seriousness of their bid. The bank guarantee must be unconditional and payable upon first demand, without requiring any protests, and should remain valid until 15.12.2023.

CREDIT RATING (6)

Certificate (required): Attached Not included

ESTIMATED TIME REQUIRED FOR PURCHASE COMPLETION (7)

TERMS, CONDITIONS AND APPROVALS

The company has all internal and other permissions to submit a binding offer: Yes No

The Company has all the consents and permissions to conclude the sales contract: Yes No

- (5) The bidder is required to provide either a security deposit amounting to EUR 250,000.00 or submit a bank guarantee in the same amount of EUR 250,000.00.
- (6) Please provide a credit rating certificate.
- (7) Provide an explanation of the anticipated timeframe for completing the purchase of the specific real estate in question.

BIDDER'S STATEMENT	
The bidder acts in their own name and on their own account: <input type="checkbox"/> We confirm	
We hereby attach proposed corrections to the draft Sales Contract, which form an integral part of our binding offer. (8)	<input type="checkbox"/> We confirm
We acknowledge and agree to comply with the rules of the sales process and the legal warnings stated in the presentation.	<input type="checkbox"/> We confirm
We confirm that the offer has been signed by the authorized individuals.	<input type="checkbox"/> We confirm
We confirm the completeness, truthfulness, and accuracy of the data provided in our offer and any accompanying annexes. In the event of any changes or updates to the data or information, we will promptly notify the real estate agency, Metropola IN d.o.o.	<input type="checkbox"/> We confirm

OTHER IMPORTANT INFORMATION (9)

Offer validity: until 15.12.2023

Stamp

Name of the bidder:

Legal representative:

Place, date

- (8) Corrections to the draft sales contract must be submitted in both written and electronic formats. The written format should be in Word document form, utilizing the "Track Changes" function to indicate the proposed amendments. The bidder is required to propose specific and concrete changes to the text rather than providing general or conceptual comments.
- (9) Please provide any additional information that the seller should be aware of when evaluating your binding offer.