

Banka Intesa Sanpaolo d.d., Pristaniška 14, 6000 Koper - Capodistria (v nadaljevanju: »Prodajalec«) objavlja

RAZPIS ZA ZBIRANJE ZAVEZUJOČIH PONUDB ZA ODKUP TERJATEV

Prodajalec v svojem imenu in za svoj račun objavlja razpis za zbiranje zavezujočih ponudb za odkup terjatev Prodajalca do družbe:

ALPE VII d.o.o., Verovškova ulica 55A, 1000 Ljubljana, Slovenija, davčna št.: SI 77858867, matična št.: 9395407000 (v nadaljevanju: »Družba«).

Prodajalec ne jamči za izterljivost Terjatve in/ali zavarovanj ter za poplačilo Terjatve.

1. Predmet prodaje

Prodajalec prodaja vse svoje terjatve, skupaj s pripadki in stranskimi pravicami do Družbe (v nadaljevanju: »Terjatev« ali »Terjatve«) v skupni višini 1.300.000,00 EUR. Kupec bo z nakupom Terjatve vstopil v celotno pogodbeno razmerje do dolžnika in tretjih oseb, ki je s Terjatvijo in pripadajočimi zavarovanji povezano.

Prodajalec ne jamči za izterljivost Terjatve in/ali zavarovanj ter za poplačilo Terjatve.

2. Postopek zbiranja ponudb

Postopek prodaje Terjatev vodi Prodajalec. Interesenti morajo za sodelovanje v predmetnem postopku oddati zavezujočo ponudbo za odkup Terjatev, bodisi v pisni ali elektronski obliki.

Prodajalec bo obravnaval zavezujoče ponudbe za odkup Terjatev:

- poslane priporočeno po pošti, v zaprti kuverti na naslov:

Banka Intesa Sanpaolo d.d., Sektor razreševanja naložb in izterjave, Pristaniška 14, 6000 Koper-Capodistria, z oznako: »ne odpiraj - ponudba za odkup Terjatev«.

Banka Intesa Sanpaolo d.d., Pristaniška 14, 6000 Koper - Capodistria (hereinafter: the "Seller") hereby publishes the following

TENDER FOR COLLECTION OF BINDING OFFERS FOR THE PURCHASE OF CLAIMS

The Seller hereby publishes, on its own behalf and for its own account, a tender for the collection of binding offers for the purchase of the Seller's claims against:

ALPE VII d.o.o., Verovškova ulica 55A, 1000 Ljubljana, Slovenia, VAT no.: SI 77858867, registration no.: 9395407000 (hereinafter: the "Company").

The Seller does not guarantee the collectability of the Claim and/or insurance and the repayment of the Claim.

1. Subject of the sale

The Seller is selling all of its claims against the Company, together with relating amounts and subsidiary rights (hereinafter: the "Claim" or the "Claims"), in total amount of EUR 1,300,000. Through the purchase of the Claims, the Buyer will enter into the full contractual relationship with the debtor and third parties relating to the Claims and the associated collateral.

The Seller does not guarantee the collectability of the Claim and/or insurance and the repayment of the Claim.

2. Bid collection procedure

The procedure for sale of the Claims shall be conducted by the Seller. To participate in the procedure, interested parties must submit a binding offer for the purchase of Claims, either in written or electronic form.

The seller will consider binding offers for the purchase of Receivables:

- sent by registered post, in a sealed envelope to the address:

Banka Intesa Sanpaolo d.d., Investment Resolution and Recovery Sector, Pristaniška 14, 6000 Koper-Capodistria, with the label: "do not open - offer for the purchase of Receivables".

Na hrbtni strani kuverte ali ovoja mora biti napisano: ime in priimek oz. firma in naslov oz. sedež ponudnika;

-poslane na elektronski naslov:
terjatve@intesasanpaolobank.si

Rok za oddajo zavezujočih ponudb je do vključno 15.9.2026 do 15.00 ure. Ponudba šteje za pravočasno oddana, če prispe na naslov / elektronsko pošto Prodajalca do navedenega dne do 15.00 ure.

2.1. Vsebina zavezujoče ponudbe

V postopku prodaje bo Prodajalec upošteval pravočasne zavezujoče ponudbe, podpisane s strani zakonitega zastopnika ponudnika in z naslednjo vsebino:

a) Predstavitev kupca:

- i. ime oz. firma ponudnika, naslov in davčna številka;
- ii. kontaktne podatke pooblaščenih oseb;
- iii. predstavitev - kratek opis dejavnosti zainteresirane osebe, vključno z obsegom poslovanja;
- iv. identiteto končnega lastnika zainteresirane osebe;
- v. izjavo, da zainteresirana oseba deluje v lastnem imenu in za lasten račun;
- vi. opis namena za odkup Terjatve;
- vii. izjava, da ima ponudnik vsa interna ali druga dovoljenja za podajo zavezujoče ponudbe, kot tudi vse okoliščine v zvezi s pridobivanjem morebitnih soglasij pristojnih organov, ki so potrebna za veljavnost nakupa Terjatve;
- viii. osnovne finančne podatke - bilanco stanja in izkaz poslovnega izida za zadnja tri leta oziroma za celoten čas poslovanja, kadar je ta krajši;
- ix. izjavo, da zoper kupca ni bil uveden postopek prenehanja, stečaja, prisilne poravnave ali drugi insolventni postopek oziroma postopek prestrukturiranja.

On the back of the envelope or envelope must be written: name and surname or company and address or provider's headquarters;

- sent to the email address:
terjatve@intesasanpaolobank.si

The deadline for submission of binding offers is up to and including 15 September 2026 at 3:00 p.m. The offer is considered to have been submitted on time if it arrives at the Seller's address/e-mail address by 3:00 p.m. on the specified day.

2.1. Content of binding offers

During the sale procedure, the Seller shall take into account binding offers received in a timely manner, that have been signed by the bidder's legal representative and include the following content:

a) Buyer's details:

- i. bidder's name or company name, address and tax number;
- ii. contact details of authorised personnel;
- iii. presentation -- brief description of the business activities of the interested party, including the business volume;
- iv. identity of the ultimate beneficial owner of the interested party;
- v. declaration that the interested party is operating on its own behalf and for its own account;
- vi. description of the purpose of the purchase of the Claims;
- vii. declaration that the bidder has all internal and other authorisations for issuing a binding offer, and that all conditions have been met in connection with the acquisition of any permits from the competent authorities required for the validity of the purchase of the Claims;
- viii. basic financial information – balance sheet and income statement for the last three years; or for the entire period of the bidder's operations, whichever is shorter;
- ix. declaration that no wind-down, bankruptcy, compulsory composition, other insolvency or restructuring proceedings have been initiated against the buyer.

b) <u>Izjavo o okoliščinah finančnega odkupa in načinu financiranja odkupa:</u> i. opis načina financiranja odkupa; ii. dokazilo ali zanesljivo pojasnilo, da zainteresirana oseba ima oziroma bo imela na razpolago zadostna finančna sredstva, in sicer najmanj v višini cene, kot jo je zainteresirana oseba navedla v svoji zavezujoči ponudbi (primer: izjava banke glede deponiranih sredstev s strani zainteresirane osebe, izjava banke, ki potrjuje namen financiranja, itd.); iii. konkretna predstavitev dejanskega izvora sredstev za odkup (vključno z višino financiranja iz lastnih sredstev ter iz kredita, pridobljenega od tretjih oseb (banke itd.); c) <u>Izjavo o morebitnih dolgovih (obstoječih ali potencialnih) ponudnika do Banke Intesa Sanpaolo d.d. v kateri zainteresirana oseba opiše, ali ima obstoječ dolg do Banke Intesa Sanpaolo d.d. oziroma ali bi ga lahko potencialno imela.</u> d) <u>Izjavo o povezanosti ponudnika z Družbo, v kateri ponudnik opiše ali je ponudnik lastniško ali upravljavsko ali kakorkoli drugače povezan z Družbo, v smislu pravil, ki urejajo gospodarske družbe, oziroma ali je ponudnik v smislu pravil, ki urejajo gospodarske družbe, povezan z lastniki ter člani upravljanja in nadzora v Družbi ali z družbami, ki so lastniško ali kako drugače povezane z Družbo ali lastniki ter člani upravljanja in nadzora teh Družb, oziroma ali je bila kdaj v preteklosti vzpostavljena omenjena povezava.</u>	b) <u>Declaration regarding the conditions of the purchase and the method for financing the purchase:</u> i. description of the method for financing the purchase; ii. proof or a reliable explanation that the interested party has or will have sufficient financial means at its disposal in an amount that is at least equal to the price stated in that party's binding offer (e.g. a statement issued by a bank regarding funds deposited by the interested party or a statement issued by a bank confirming the purpose of financing, etc.); iii. detailed presentation of the actual source of funds for the purchase (including the amount financed from own funds and from loans received from third parties such as banks, etc.); c) <u>Declaration regarding the bidder's possible liabilities (existing or potential) to the Banka Intesa Sanpaolo d.d. in which the interested party states whether it has or could potentially have liabilities to the Banka Intesa Sanpaolo d.d.</u> d) <u>Declaration regarding the bidder's links with the Company, in which the bidder shall state whether there are ownership, management or any other links between the bidder and the Company, in accordance with the rules governing companies, and whether the bidder, in accordance with the same rules, is linked with the Company's owners and members of the Company's governance bodies, or with companies that are associated with the Company through ownership or in any other way, or the owners and members of the governance bodies of those companies, or whether such a link existed in the past.</u>
2.2. Cena za odkup terjatev, rok plačila in način plačila Ponudnik mora ceno za odkup Terjatev Prodajalca do Družbe določno definirati (primeroma: Cena za odkup Terjatev Prodajalca do ALPE VII d.o.o. skupaj s pripadki in stranskimi pravicami znaša [●] EUR (z besedo: [●] 00/100 evrov)).	2.2. Bid price for the purchase of the Claims, and payment deadline and method Bidders shall define the price for the purchase of the Seller's Claims against the Company precisely (for example: The price for the purchase of the package of the Seller's Claims against ALPE VII d.o.o. together with appertaining fees and ancillary rights is EUR [●] (in words: [●] 00/100 euros).

Ponudnik mora navesti rok plačila, in sicer v dnevih od sklenitve pogodbe o prodaji Terjatev. V primeru, če zadnji dan plačila sovpada z dnevom, ko se po zakonu ne dela, se zadnji dan roka šteje naslednji delavnik.

Zavezujoča ponudba, skupaj z zavezujočimi izjavami o razpoložljivosti sredstev, mora biti veljavna najmanj do 31.10.2026.

Če je ponudnik tuja pravna oseba, mora ponudbi priložiti izpisek iz ustreznega registra, v katerega je vpisana kot pravna oseba, pri čemer izpisek iz ustreznega registra ne sme biti starejši kot 30 dni.

Ponudba mora biti v slovenskem ali angleškem jeziku. Vsak ponudnik lahko predloži le eno ponudbo. V primeru, da ponudnik predloži več kot eno ponudbo, bodo vse njegove ponudbe izločene.

3. Skrbni pregled

Ponudniki bodo imeli možnost opraviti skrbni pregled dokumentacije vezane na Terjatve, ki so predmet prodaje (v nadaljevanju: »Dokumentacija«). Skrbni pregled bo možno opraviti po predhodnem dogovoru v obdobju od dne 7.9.2026 do vključno 14.9.2026 do 15:00 ure.

Pogoj za izvedbo skrbnega pregleda je podpis Dogovora o nerazkrivanju informacij.

Prodajalec si pridržuje pravico, da posameznemu ponudniku, brez navedbe razloga, zavrne vpogled v Dokumentacijo ali mu ne omogoči vpogleda v določene informacije.

V času skrbnega pregleda bodo imeli ponudniki možnost vpogleda v osnutek pogodbe o prodaji Terjatve ter podaje morebitnih komentarjev k pogodbi. Pogodba o prodaji bo sklenjena v obliki neposredno izvršljivega notarskega zapisa ali drugi obliki, v kolikor zakon tako določa, ali v kolikor bo prodajalec po lastni presoji tako zahteval.

Bidders shall state the payment deadline in days, beginning from the conclusion of the agreement on the sale of the Claims. If the final day of the payment deadline coincides with a date that is legally defined as a public holiday, the next business day shall be deemed the final day of the payment deadline.

Binding offers, together with the binding accompanying declarations regarding the availability of funds, must be valid until at least 31 October 2026.

Bidders that are foreign legal entities must attach an extract from the relevant register in which the bidder is entered as a legal entity, whereby the extract may not be more than 30 days old.

The offer must be submitted in Slovene or English. Each bidder may submit only one offer. If a bidder submits more than one offer, all of its offers shall be excluded.

3. Due diligence review

Bidders shall have the opportunity to conduct a due diligence review of the documentation regarding the Claims that are the subject of the sale (hereinafter: Documentation). The due diligence review may be carried out by prior arrangement between 7 September 2026, and 14 September 2026, up to 3:00 p.m..

Conditions for conducting the due diligence review is subject to the signing of a Non-Disclosure Agreement.

The Seller reserves the right to refuse the review of the Documentation by an individual bidder without providing a reason, or may prevent a bidder from reviewing certain information.

During the due diligence review, bidders shall be given the opportunity to review a draft agreement on the sale of the Claims and to provide feedback regarding that agreement. The sales agreement shall be concluded in the form of a directly enforceable notarial deed or in another form, if so defined by the law or if so required by the Seller at its own discretion.

4. Odpiranje zavezujočih ponudb

Odpiranje zavezujočih ponudb ne bo javno. Prodajalec bo sprejel odločitev o primernosti pravočasno prejetih zavezujočih ponudb predvidoma v roku tridesetih (30) delovnih dni po izteku roka za oddajo, vendar ni zavezan k nobeni obrazložitvi.

Prodajalec si pridržuje pravico, da bo ponudnike pozval na izboljšanje ali dopolnitev ponudb ali da bo nadaljeval individualna pogajanja z vsemi ali določenimi ponudniki.

Prodajalec si pridržuje pravico, da v postopku ne izbere nobenega ponudnika oz. zavrne vse predložene ponudbe, prav tako z nobenim ponudnikom ni dolžan skleniti kakršnegakoli dogovora ali pogodbe glede njunega sodelovanja v postopku prodaje terjatev.

5. Sklenitev pogodbe

Prodajalec bo, ni pa k temu zavezan, v roku 5 tednov od izteka roka za oddajo zavezujočih ponudb izbral ponudnika, ki bo posredoval primerno in najugodnejšo ponudbo (v nadaljevanju: »izbrani ponudnik«) ter z njim sklenil pogodbo o prodaji in odstopu terjatev.

Ponudnik bo izbran skladno z naslednjim kriterijem: ponujena najvišja končna cena za odkup Terjatev Prodajalca do Družbe, način plačila ter morebitne zahteve glede vsebine pogodbe o prodaji Terjatev. Prodajalec bo po lastni presoji ocenil primernost ponudbe. V primeru, da več ponudnikov ponudi enako ceno, se s ponudniki izvedejo individualna pogajanja po enakem merilu za izbor ponudbe.

V pogodbi bodo upoštevana tudi zakonska določila glede morebitnih soglasij pristojnih organov, ki so potrebna za veljavnost pogodbe.

Izbrani ponudnik bo moral naknadno predložiti še dodatne podatke skladno z določili Zakona o preprečevanju pranja denarja in financiranja terorizma. Izbrani ponudnik bo moral posredovati

4. Opening of binding offers

The opening of binding offers shall not be public. The Seller is expected to adopt a decision regarding the appropriateness of binding offers received in a timely manner within thirty (30) business days following the expiry of the deadline for the submission of bids, which it shall not be obliged to explain.

The Seller reserves the right to call on bidders to improve or supplement their offers, or to continue individual negotiations with all or only certain bidders.

The Seller reserves the right not to select any bidder in the public tender procedure, i.e. to reject all of the submitted offers, and shall not be obliged to enter into any agreement or contract whatsoever with any bidder with respect to their participation in the claims sale procedure.

5. Conclusion of agreement

The Seller shall (but shall not be bound to) select the bidder that submitted the most favourable offer (hereinafter: The Selected Bidder) and conclude an agreement on the sale and assignment of the Claims with that bidder within five weeks following the expiry of the deadline for the submission of binding offers.

A bidder shall be selected on the basis of the following criteria: highest final price offered for the purchase of the Seller's Claims against the Company, payment method and any requirements regarding the content of the agreement on the sale of the Claims. Assessment of the suitability of offers shall be at the Seller's discretion. If several bidders offer the same price, negotiations shall be held with each bidder individually using the same criterion as used for selection of the bid.

The agreement shall also include legal provisions regarding any consents from competent authorities required for the validity of the agreement.

The Selected Bidder will subsequently have to provide additional information pursuant to the provisions of the Prevention of Money Laundering and Terrorist Financing Act

podatke o bančnem računu, s katerega bo nakazana kupnina (če bančni račun ni odprt pri banki s sedežem v EU (izvzeti Ciper, Romunija, Bolgarija in Luksemburg), je to predmet dodatne odločitve odbora Prodajalca o odobritvi prodaje terjatev).

Prodajalec in izbrani ponudnik bosta na poziv prodajalca pogodbo sklenila najkasneje v roku 15 dni po obvestilu o izbiri ponudnika. V tem primeru ima Prodajalec pravico (in ne dolžnost) skleniti pogodbo s ponudnikom, ki je podal drugo ali naslednjo primerno in najugodnejšo zavezujočo ponudbo brez ponovitve zbiranja ponudb za odkup Terjatev.

Prenos Terjatev bo skladno s pogodbo realiziran po plačilu celotne kupnine. Pravočasna poravnava kupnine bo bistvena sestavina Pogodbe. Vse davke in stroške, vključno z morebitnimi notarskimi stroški, v zvezi s prenosom Terjatev bo plačal kupec. Terjatve se prodajo po načelu »videno-kupljeno«, pri čemer se na kupca prenesejo celotna Terjatva Prodajalca, vključno s pripadki in stranskimi pravicami, v največjem zakonsko dopustnem obsegu. Prodajalec jamči le za obstoj Terjatve, ne pa za obstoj zavarovanj in njihovo izterljivost.

Pogodba o odstopu terjatev bo vsebovala »top-up« določilo. V kolikor bo Kupec terjatve v roku 24 mesecev od dneva podpisa pogodbe, izvedel odstop / prenos Terjatve naprej po Ceni, ki bo višja kot bo sklenjeno pogodbi, se Ponudnik / Kupec zavezuje Prodajalcu plačati razliko med plačano kupnino po sklenjeni pogodbi in višjo kupnino iz naslova nadaljnje prodaje.

6. Drugo

Ponudniki sami nosijo stroške udeležbe na razpisu oziroma postopku prodaje Terjatev ter vse morebitne s tem povezane stroške, ne glede na uspeh na javnem razpisu. Prodajalec si pridržuje pravico do spremembe postopka in pogojev prodaje terjatev.

(ZPPDFT). The Selected Bidder will have to provide data on the bank account from which it will deposit the consideration (if the bank account is not open at a bank headquartered in the EU (excluding Cyprus, Romania, Bulgaria and Luxembourg), this shall be subject to an additional decision by the Seller's committee on the approval of the sale of claims).

The Seller and the Selected Bidder shall conclude an agreement, at the Seller's request, no later than within 15 days of the notice of selection of bidder. In this case, the Seller has the right (but shall not be obliged) to enter into the agreement with the bidder who submitted the second or next most favourable binding offer, without repeating the collection of bids for the purchase of the Claims.

The Claims shall be transferred in accordance with the agreement following the full payment of consideration. The timely settlement of consideration shall be an essential component of the agreement. The buyer shall pay all taxes and costs (including any notary fees) associated with the transfer of the Claims. The Claims shall be sold on an 'as-is' basis, where the Seller's Claims shall be transferred to the buyer in their entirety, together with appertaining fees and ancillary rights, to the fullest extent permitted by the law. The Seller shall only guarantee the existence of the Claims, and not the existence of collateral or the recoverability thereof.

The contract of sale of claims will contain a "top-up" clause. If within 24 months from the date of signing the contract, the Buyer of the claim would transfer the Claim to another party, at a higher price, the Bidder / Buyer would have to pay to the Seller the difference between the purchase price paid under the contract and the higher purchase price.

6. Other

Bidders shall bear the costs of their participation in this tender procedure, i.e. procedure for the sale of the Claims, as well as all associated costs, regardless of the outcome of the public tender. The Seller reserves the right to amend the procedure and conditions of the sale of the Claims.

Predmetni razpis bo potekal v slovenskem jeziku. Prodajalec lahko posamezne dokumente objavi oziroma predloži tudi v drugem (npr. angleškem) jeziku.

Ponudniki s svojim vstopom v postopek razpisa soglašajo s pogoji izvedbe le-tega.

7. Pravica do preklica in izključitev odškodninske odgovornosti Prodajalca

Prodajalec si pridržuje pravico kadarkoli in brez pojasnila spremeniti načrtovani potek, korake ali druge elemente postopka, prav tako lahko prekine postopek zbiranja ponudb, prodaje oz. pogajanj, za kar ne nosi nobene odgovornosti in ponudniki iz tega naslova ne morejo zoper Prodajalca uveljavljati nikakršnih zahtevkov. Odškodninska odgovornost Prodajalca je v celoti izključena.

Prodajalec si pridržuje pravico, da pogodbe ne sklene z nobenim ponudnikom.

8. Dodatne informacije

Potencialni ponudniki lahko dodatne informacije dobijo pri predstavniku Prodajalca:

- Dolores Škorja Jugovac
tel. št. (01) 307-6390
e-mail:
dolores.skorja.jugovac@intesasnpaolobank.si
- Stanislav Prodanović
tel. št. 041 731 474
e-mail:
Stanislav.Prodanovic@intesasnpaolobank.si

9. Pravo in pristojnosti

Za ta razpis oziroma objavo, postopke, vezane na ta razpis, zbiranje ponudb in pogodbo o prodaji terjatev se uporablja pravo Republike Slovenije. V primerih kakršnihkoli sporov je izključno krajevno in stvarno pristojno sodišče v Ljubljani.

The tender procedure will be conducted in Slovene. The Seller may also publish or submit specific documents in another language (e.g. English).

By participating in this tender procedure, bidders shall be deemed to agree with the conditions of that procedure.

7. Right to suspension and exclusion of Seller's liability for damages

The Seller reserves the right to change the planned course, steps or other elements of the procedure at any time and without explanation, and may also suspend the bid collection process, sales and/or negotiations procedures, and shall bear no liability whatsoever in this regard. Bidders may not file any claims against the Seller as the result of the aforementioned actions. The Seller shall not be held liable for any damages whatsoever.

The Seller reserves the right not to conclude an agreement with any bidder.

8. Additional information

Potential bidders may obtain additional information from the Seller's representative:

- Dolores Škorja Jugovac
tel. št. (01) 307-6390
e-mail:
dolores.skorja.jugovac@intesasnpaolobank.si
- Stanislav Prodanović
tel. št. 051 277 743
e-mail:
Stanislav.Prodanovic@intesasnpaolobank.si

9. Applicable law and jurisdiction

Slovenian law shall apply to this tender, i.e. the announcement of and procedures associated with this tender, the collection of bids and the agreement on the sale of the Claims. In the event of any dispute, the court in Ljubljana shall have exclusive subject-matter and territorial jurisdiction.



Ta razpis je objavljen v slovenskem in angleškem jeziku.

Ljubljana, 7.9.2026

Banka Intesa Sanpaolo d.d.

This tender shall be published in Slovene and English language.

Ljubljana, 7 September 2026

Banka Intesa Sanpaolo d.d.