

PUBLIC INVITATION FOR SUBMITTING NON-BINDING OFFERS FOR PURCHASES

OWNERSHIP SHARE OF TARA HOTEL LLC BUDVA

NLB DD Ljubljana and NLB InterFinanz AG Zurich (hereinafter: the Seller) invite you to submit **non-binding offers for the purchase of a 100% share in Tara hotel d.o.o. Budva**, identification number 03039510, at Becici, Budva, Montenegro (hereinafter: the Company), owned by the Seller.

1. Subject of sale

The subject of sale in this Public invitation for FOR SUBMITTING NON-BINDING OFFERS FOR PURCHASES is the following (hereinafter: **Invitation**):

- a. **100% ownership share in the Company** of which the Seller is the sole owner (hereinafter referred to as "**Business Share**"), whereby the sale of the Business Share is carried out on an "all or nothing" basis, meaning that only 100% of the Business Share is sold and cannot be divided to smaller business shares.

The potential buyer (Bidder) is aware that the Company owns real estate registered in:

- (i) Deed of Title 884, Cadastral Municipality Becici, cadastral parcel 1007, area Konjane, in nature a nine-story building with a total area of 16,709 m²; first class meadow of 3,351 m² and barren land of 94 m²
- (ii) Deed of Title 889, Cadastral Municipality Bečići, cadastral parcels: 1003/1, area Konjane, yard of 8.830 m² and 10 villas with total area of 1.025 m², in ownership of the Seller.

The Bidder expressly agrees that by paying the purchase price under the contract, he will enter into the legal position of the Seller.

2. Bidding process

The eligible bidders could be domestic and foreign natural and legal persons, who, in accordance with the conditions set out below, submit their written non-binding offer for the purchase of the Business Share and who, in accordance with the applicable laws of Montenegro, may acquire ownership rights in the Equity Share in Montenegro. The sales process is managed by the Seller.

2.1. Deadline for submission of non-binding offers

The non-binding offers for the purchase of the Business Share must be submitted in time to 11.10.2019 including until 24 hours. The offer must be sent exclusively by registered mail, in the prescribed form¹, in a sealed envelope to the address: **NLB dd, GREAM, Jovica Jakovac, Čopova ulica 3, 1520 Ljubljana, with note: DON'T OPEN - PUBLIC INVITATION: HOTEL TARA DOO, BECICI, BUDVA, MONTENEGRO.**

The name and the address of the bidder must be written on the back of the envelope. The offer will be considered timely if it sent by 11.10.2017 including 24.00 hours to the Seller's address in the manner specified in the previous paragraph .

¹ Form for non-binding offer to buy a company's share available at <https://www.nlbrealstate.com/sr/1104-tara-hotel-becici-budva>

Bids received after this deadline will not be considered.

2.2. Content of the non-binding offer

The Seller will take into account timely received non-binding offers signed by the Bidder or the Bidder's legal representative and with the following contents:

A. Content of the Non-binding Offer for the Purchase of a Business Share):

- a. The offer submitted on the Non-binding Bid Form;²
- b. Statement of Affiliation with the Seller (Statement on absence of links with the debtor);
- c. Statement of Sources of funds;
- d. Bidder Representation of tenderers (short description of the activity, including scope of business; experience / knowledge of the area of activity of the company; identity of the ultimate owners of the company; presentation of basic financial information for the last 3 years).

B. “Know your client” (KYC) statements

As part of the process of knowing the background of the potential investor, bidder must submit with their non-binding offers the completed statements/forms available at the link <https://www.nlbrealstate.com/sr/1104-tara-hotel-becici-budva>.

C. Offered price for the purchase of the Business Share

The Bidder must express the offered price for the purchase of the Business Share in EUR in net amount, rounded to two decimal places (example: the price for the redemption of the Business Share is EUR [•] EUR [in letters: [•] 00/100 EUR].

The Bidder must describe in detail the source of financing the purchase of the Business Share, as well as the dynamics and timing of payment. If the funds for the purchase of the Business Share are obtained by a third party, a detailed presentation of (i) the form of financing is required and (ii) the submission of a non-binding and irrevocable statement of the availability of funds for the purchase of the Business Share by a third party that will provide financing in favor of the offeror. The offer must be binding for at least 90 days. The Bidder must specifically present and prove the actual source of funds for the purchase of the Business Share (including the amount of financing from own funds and funds obtained from third parties).

D. Other

If the bidder is a legal entity must submit with the offer an excerpt from the appropriate register in which it is registered as a legal entity, provided that such excerpt must not be older than 30 days. The bidder who is a natural person must, together with the bid, submit a valid information confirming his identity.

The Bidder must, when submitting a non-binding offer, and at any time at the request of the Seller, prove with appropriate documents that it is an appropriate and acceptable person within the meaning of the Law on Prevention of Money Laundering and Terrorist Financing. Otherwise the Seller may immediately and without justification exclude the bidder from the procedure.

Each bidder may submit only one offer. In case the same bidder submits more than one offer, all its offers shall be excluded.

The offer must be prepared in English language.

² Forms available at <https://www.nlbrealstate.com/sr/1104-tara-hotel-becici-budva>

Offer must be valid for at least 90 days.

3. Deposit

No deposit is required to submit non-binding offers.

4. Careful examination

Bidders will have the opportunity to conduct a thorough review of the documentation of the Business Share that is the subject of the sale. The extent of due diligence will be at the sole discretion of the Seller. Due diligence will be possible in agreement with the Seller. The precondition to conduct a due diligence will be to sign a Non-Disclosure Agreement (NDA)³. Only users who are listed in the NDA will be able to access the information. During the due diligence, inspection of the Company and its property owned by the Company could be made possible, subject to prior agreement with the Seller.

The Seller reserves the right to refuse access to the data without giving any reason, or not to supply or provide bidder with access to certain documents and information.

5. Opening of non-binding offers

Opening of non-binding offers will not be public. Upon receipt of non-binding offers, the Seller will decide on the next steps in the sale and how to proceed with the invitation to collect binding offers.

Seller reserves the right to:

- does not select the best bidder and reject all offers as unacceptable;
- at any time, before, during or after the deadline for the collection of non-binding offers does not resume or cancel the sale process. The seller will inform the bidders of his decision in writing.

None of the Bidders shall be entitled to any compensation and/or costs for the reason that it has not been selected as the most favorable Bidder, or if the sale procedure is (prematurely) completed, or if it has not been called for negotiations or if a decision is made to suspend the sale process before or after the deadline for collecting non-binding offers has expired.

6. Other

Bidders shall bear the costs of participation and related to participating in the non-binding tender procedure, as well as any associated costs, regardless of the success of the sale process. Seller reserves the right to change the procedure and conditions of sale.

By entering into the bidding process, bidders explicitly agrees to the conditions stated in this Invitation.

The seller allows the possibility of mistakes in the text of the published Invitation.

7. Right of revocation and exclusion for damage to the Seller

The Seller reserves the right at any time and without explanation to change the planned dynamics, steps or other elements of the procedure, as well as to terminate the procedure of bidding, sale or negotiation without bearing any responsibility and the Bidders may not pursue the Seller on this basis. The seller is obliged to abide by any legal or other pre-emptive rights.

The seller's liability for any damages is completely excluded.

³ NDA template available at <https://www.nlbrealstate.com/sr/1104-tara-hotel-becici-budva>

8. Other information

Potential bidders may obtain additional information from the seller's representative: Jovica Jakovac, e-mail: Jovica.jakovac@nlb.si, and as of 11.10.2019 to 12 hours.

9. Law and jurisdiction

The legal order of the Republic of Slovenia applies in connection with this invitation and the resulting relations, and the competent court in Ljubljana has jurisdiction over the settlement of any disputes.

Ljubljana, 13.09.2019.

SELLERS
NLB d.d. Ljubljana
NLB Interfinaz AG Zurich