

## SALE AND PURCHASE AGREEMENT

No. \_\_\_\_\_

entered into by and between

**the Seller:** **SLOVENSKI DRŽAVNI HOLDING, d. d.,**  
Mala ulica 5, 1000 Ljubljana, Republic of Slovenia  
Represented by Žiga Debeljak, MSc, President of the SSH Management Board and Janez Tomšič,  
Member of the SSH Management Board  
Registration No.: 5727847000; VAT ID: SI 46130373

and

**the Buyer:** *Natural person:*  
\_\_\_\_\_  
\_\_\_\_\_  
personal identification document (identity card or passport)  
EMŠO (Personal identification Number): \_\_\_\_\_  
Tax Identification Number: \_\_\_\_\_  
Transaction Account No.: \_\_\_\_\_, held at the bank  
(Verified Bank Account).

*Legal person:*

\_\_\_\_\_  
\_\_\_\_\_  
represented by \_\_\_\_\_  
Registration No.: \_\_\_\_\_, Tax Identification Number/VAT ID: \_\_\_\_\_  
Transaction Account No.: \_\_\_\_\_, held at the bank \_\_\_\_\_  
(Verified Bank Account)

**The terms and conditions of this Purchase and Sale Agreement are as follows:**

**I. Recitals****Article 1**

The Seller and the Buyer hereby acknowledge and confirm the following as undisputed facts:

1. The Seller is the sole legal owner of the movable asset, namely Tecnam Aircraft [\_\_\_\_\_], bearing registration number [\_\_\_\_\_] and serial number [\_\_\_\_\_] (hereinafter referred to: the "Contractual Subject-Matter");
2. The Seller acquired ownership of the Contractual Subject-Matter referred to in the preceding point on [\_\_\_\_\_ insert date], pursuant to a Decision on the Transfer of the Movable Asset to the Buyer, which became final on [\_\_\_\_\_ insert date];
3. The Contractual Subject-Matter is free from all encumbrances;
4. The Seller affirms that they are in possession of the Contractual Subject-Matter and that no lease agreement or any other contract exists that would encumber the Contractual Subject-Matter or in any manner restrict the Buyer's right to take possession thereof;
5. The Contractual Subject-Matter is currently parked (hangered) at the Maribor Edvard Rusjan Airport (MBX), Republic of Slovenia;
6. The Contractual Subject-Matter is currently not in an airworthy condition and, as a result, cannot be tested in flight, which the Buyer expressly acknowledges and accepts;

7. The Buyer is acquiring the Contractual Subject-Matter as the final (ALTERNATIVE: intermediary) buyer;
8. The Buyer was selected as the most favourable bidder in a public tender procedure for the submission of binding offers for the purchase of Tecnam Aircraft [\_\_\_\_], conducted on [\_\_\_\_ insert date] (hereinafter referred to as the "Offer Submission Process");
9. The Buyer has already paid the required Security Deposit in the amount of EUR 5,000.00 as part of the Offer Submission Process;
10. ALTERNATIVE (for financed purchase): The Buyer's commercial bank, [\_\_\_\_ insert Name of Bank], domiciled in Slovenia or an EU Member State (hereinafter referred to: the "Verified Commercial Bank in Slovenia or the EU"), issued a declaration on [\_\_\_\_ insert date], confirming that it has (ALTERNATIVE: by Decision No. \_\_/\_\_ dated [\_\_\_\_ 2021 insert date]) approved a dedicated long-term loan for the purchase of the Contractual Subject-Matter in favour of [\_\_\_\_ insert Buyer's name/company name]; and that upon execution of a monetary claim security agreement before the designated notary public, the Verified Commercial Bank in Slovenia or the EU shall, within one (1) business day following the execution of the mortgage hearing, transfer the amount of EUR [\_\_\_\_] in accordance with this Agreement;
11. The Buyer has conducted a physical inspection of the Contractual Subject-Matter, in the presence of a representative of the Seller, prior to the execution of the sale and purchase agreement.

## II. Contractual Subject-Matter

### Article 2

The Seller hereby sells and transfers full legal title and possession of the Contractual Subject-Matter, free from any encumbrances to the Buyer, who accepts and acquires full legal title and possession thereof, as specified in Article 1, Clause 1 of this Agreement.

The Buyer hereby declares and acknowledges as follows:

- The Buyer has conducted a thorough inspection of the Contractual Subject-Matter and has reviewed all associated documentation and relevant facts, expressly including the characteristics of the Contractual Subject-Matter and all circumstances related thereto;
- The Buyer is fully aware of the legal and factual condition of the Contractual Subject-Matter and has, in this regard, expressly including the findings set out in Article 1 of this Agreement, as well as the legal implications of acquiring the Contractual Subject-Matter, obtained independent professional advice from a duly qualified expert of their own selection;
- The Contractual Subject-Matter possesses all necessary and agreed characteristics and is suitable for its intended use or purpose for which the Buyer is acquiring it;
- In consideration of the foregoing, the Buyer irrevocably waives any and all claims against the Seller, including, but not limited to, claims arising from warranty liability in respect of both apparent and latent legal or material defects in the Contractual Subject Matter. The Contracting Parties agree that such warranty liability of the Seller is excluded (the aircraft is sold without warranty).

## III. Purchase Price

### Article 3

The Contracting Parties declare that they are fully aware of the market conditions affecting the prices of the movable assets concerned. In light of the foregoing, the Contracting Parties mutually agree that the purchase price for the Contractual Subject-Matter shall be EUR [\_\_\_\_], to which Value Added Tax (VAT) at the rate of 22% in the amount of EUR [\_\_\_\_] shall be added, resulting in a total purchase price, inclusive of VAT, of EUR [\_\_\_\_].

## IV. Security Deposit

### Article 4

The Security Deposit in the amount of EUR 5,000.00, paid by the Buyer at the time of submitting their binding offer in the offer submission process, shall be credited towards the payment of the purchase price, as set out in Article 3

of this Agreement. Accordingly, the Buyer shall be required to pay the remaining balance in the amount of EUR [\_\_\_\_], in accordance with Paragraph 1 of this Article.

## V. Payment of the Purchase Price

### Article 5

#### 1. ALTERNATIVE (Non-Financed Purchase):

The Buyer undertakes to pay the remaining balance of the purchase price in the amount of EUR [\_\_\_\_] by transferring the funds to the Seller's transaction account, details of which are as follows: (i) account number: SI56 2900 0005 1319 162; (ii) bank: Unicredit Banka Slovenija d. d.; (iii) payment reference: SI00 [\_\_\_\_]; (iv) Payment description: "payment of the purchase price under Agreement PP-[\_\_\_\_]". The Buyer shall complete the payment no later than **thirty (30) days** from the date of execution of this Agreement.

The remaining balance of the purchase price shall be deemed validly paid only if the payment is made through one of the following methods:

- **ALTERNATIVE 1 (Verified Bank Account):** The Buyer's transfer of funds from a Verified Bank Account;
- **ALTERNATIVE 2 (Other Buyer's Bank Account):** The Buyer's transfer of funds from their own bank account, provided that such account is not held with a bank domiciled in a jurisdiction identified as high-risk or as presenting an increased risk of money laundering or terrorist financing, as per the list published on the website of the Office for the Money Laundering Prevention of the Republic of Slovenia.

The Seller shall have the right, within **ten (10) business days** following receipt of the purchase price, to notify the Buyer that the payment is deemed valid if it was not made in accordance with the provisions of the preceding paragraph.

If the Seller rejects a payment that does not comply with the provisions set out above, the purchase price shall be refunded to the payer within the subsequent period of **three (3) days**, and the Seller shall notify the Buyer accordingly.

Timely payment of the purchase price constitutes a fundamental condition of this Agreement. Accordingly, should the Buyer **fail to make payment** within the agreed timeframe, this Agreement shall be deemed automatically terminated by operation of law, without any requirement for the Seller to issue a demand for payment. In the event that the purchase price is not paid within the agreed timeframe, but the Seller elects, pursuant to Article 104, Paragraph 2 of the Obligations Code, to maintain the Agreement in force and demand payment, the Seller shall be entitled to charge the Buyer statutory default interest.

#### 2. ALTERNATIVE (Financed Purchase):

The Buyer undertakes to pay the remaining balance of the purchase price in the amount of EUR [\_\_\_\_] by transferring the funds to the Seller's transaction account, details of which are as follows: (i) account number: SI56 2900 0005 1319 162; (ii) bank: Unicredit Banka Slovenija d. d.; (iii) payment reference: SI00 [\_\_\_\_]; (iv) payment description: "Payment of the purchase price under Agreement PP-[\_\_\_\_]". The Buyer shall effect the payment no later than **thirty (30) days** from the date of execution of this Agreement.

The remaining balance of the purchase price shall be deemed validly paid only if the payment is made through one of the following methods:

- **ALTERNATIVE 1 (Verified Bank Account):** The Buyer's transfer of funds from a Verified Bank Account;
- **ALTERNATIVE 2 (Other Buyer's Bank Account):** The Buyer's transfer of funds from their own bank account, provided that such account is not held with a bank domiciled in a jurisdiction identified as high-risk or as presenting an increased risk of money laundering or terrorist financing, as per the list published on the website of the Office for the Money Laundering Prevention of the Republic of Slovenia.
- **ALTERNATIVE 3 (Bank Financing):** The Buyer's transfer of funds through their commercial bank, provided that such bank is not domiciled in a jurisdiction classified as high-risk or presenting an increased risk of money laundering or terrorist financing, as per the list published on the website of the Office of the Republic of Slovenia for the Prevention of Money Laundering, and provided that the Buyer has obtained a dedicated loan from such bank for the purpose of financing the purchase price.

The Seller shall have the right, within **ten (10) business days** following receipt of the purchase price, to notify the Buyer that the payment is deemed valid if it was not made in accordance with the provisions of the preceding paragraph.

If the Seller rejects a payment that does not comply with the provisions set out above, the purchase price shall be refunded to the payer within the subsequent period of **three (3) days**, and the Seller shall notify the Buyer accordingly.

As the purchase price is to be partially financed through a mortgage loan, the Seller undertakes to deposit the original executed sale and purchase agreement with the notary public designated for the execution of the receivable security agreement, upon the request of the Buyer or the mortgage creditor, no later than one (1) business day prior to the mortgage hearing.

The notary shall release the Agreement, as referenced in the preceding paragraph of this Agreement, to the Buyer immediately upon fulfilment of the following conditions:

- Upon submission to the notary of a loan agreement confirming that the Buyer has been granted a loan in an amount not less than the outstanding portion of the purchase price, which shall explicitly provide that the final outstanding balance of the purchase price shall be transferred directly to the Seller's designated transaction account, as follows: (i) account number: account number: SI56 2900 0005 1319 162; (ii) bank: UNICREDIT BANKA SLOVENIJA d. d.; (iii) payment reference: SI00 [\_\_\_\_\_]; (iv) date of transfer: **The same day** as the mortgage hearing;
- Upon execution of a monetary claim security agreement between the Buyer and the financing bank, in accordance with Article 142 of the Law of Property Code (SPZ), as security for the loan;
- Upon submission by the Buyer to the notary of proof of full payment of the purchase price under this Agreement.

Should the Buyer settle part of the purchase price using their own funds and the remaining portion through a loan, the Buyer undertakes to notify the Seller of the amount of their own funds no later than **five (5) business days** prior to the mortgage hearing and to ensure that such funds are transferred no later than **three (3) business days** prior to the mortgage hearing.

Timely payment of the purchase price constitutes a fundamental condition of this Agreement. Accordingly, should the Buyer **fail to make payment** within the agreed timeframe, this Agreement shall be deemed automatically terminated by operation of law, without any requirement for the Seller to issue a demand for payment. In the event that the purchase price is not paid within the agreed timeframe, but the Seller elects, pursuant to Article 104, Paragraph 2 of the Obligations Code, to maintain the Agreement in force and demand payment, the Seller shall be entitled to charge the Buyer statutory default interest.

The deposit arrangement shall be structured in such a manner that, in the event the notary does not receive the required documents within the prescribed deadline, the notary shall return the original executed Agreement, deposited with them, to the depositor (the Seller).

## VI. Possession

### Article 6

The Seller shall be obligated to deliver possession of the Contractual Subject-Matter to the Buyer no later than **fifteen (15) days** following the valid and complete payment of the purchase price, upon which the Contracting Parties shall execute a Handover Protocol.

All risks and costs incurred prior to the execution of the Handover Protocol shall be borne by the Seller, whereas from the moment of its execution, such risks and costs shall transfer to the Buyer.

**VII. Costs****Article 7**

Each Contracting Party shall bear its own costs incurred in connection with the preparation and execution of this Agreement. Any notarial and other costs associated with the execution and performance of the purchase and sale agreement, excluding the costs of notarial certification of the Seller's signature, shall be borne by the Buyer.

**VIII. Liability for Performance of the Agreement****Article 8**

In the event of non-performance of this Agreement, all costs arising from this Agreement, as well as any costs incurred in relation to transactions derived therefrom, shall be borne by the Contracting Party responsible for the non-performance. Where responsibility is shared, each Contracting Party shall bear such costs proportionate to the extent of its liability for the failure to perform.

Notwithstanding the foregoing, the Contracting Parties agree that if the Seller is responsible for the non-performance of this Agreement prior to the contractual deadline for the delivery of the Contractual Subject-Matter, and as a result, the Agreement is terminated, the Buyer shall be entitled to a full refund of all payments made under this Agreement, including the Security Deposit.

Notwithstanding the Paragraph 1 of this Article, the Contracting Parties further agree that if the Buyer is responsible for the non-performance of this Agreement prior to the contractual deadline for the delivery of the Contractual Subject-Matter, the Seller shall have the right to:

- a) Require performance of the Agreement, where feasible, and claim compensation for damages, or
- b) Terminate the Agreement and retain the deposit received.

Furthermore, the Contracting Parties expressly agree that, in accordance with the provisions of this Agreement, and in respect of all independent actions undertaken (modifications, alterations), the Buyer shall have no entitlement to any claims, reimbursements, or compensation for past or future investment costs in the event of the termination or invalidity of this Agreement, including any costs incurred for the completion or legalisation of the Contractual Subject-Matter.

**IX. Representations and Warranties****Article 9**

The Seller warrants to the Buyer on the signing date and the effective date (unless the warranty specifies another date) as follows:

- (a) It is a company duly incorporated and validly existing under the laws of its jurisdiction of incorporation;
- (b) It has the requisite capacity and authority to enter into this Agreement and to exercise its rights and meet its obligations hereunder;
- (c) All corporate actions and internal approvals necessary for the Seller to enter into this Agreement and perform its obligations under it have been duly undertaken and obtained;
- (d) It is the legal and beneficial owner of the Contractual Subject-Matter;
- (e) The Contractual Subject-Matter has not been pledged, assigned, or transferred, in whole or in part, by the Seller or its legal predecessor, and is free from all encumbrances, except as expressly provided in this Agreement;
- (f) In the course of the sale process, the Seller has disclosed and provided to the Buyer all relevant and, at the time, known information concerning the Contractual Subject-Matter, which may in any way affect the Buyer's future legal and formal procedures relating thereto.

The Buyer warrants to the Seller, as at the date of execution and the date of effectiveness of this Agreement, as follows:

- (a) **ALTERNATIVE (Legal Entity Buyer):** It is a duly incorporated and validly existing company under the laws of its jurisdiction of incorporation;
- (b) It has the requisite capacity and authority to enter into this Agreement and to exercise its rights and meet its obligations hereunder;
- (c) **ALTERNATIVE (Legal Entity Buyer):** All corporate actions and internal approvals necessary to enter into this Agreement and perform its obligations hereunder have been duly undertaken and obtained;
- (d) The Buyer is not over-indebted, illiquid, insolvent, or otherwise unable to meet its financial obligations under the laws of any relevant jurisdiction;
- (e) Any consents, approvals, notifications, or other actions required by any person or competent authority in connection with the implementation of this Agreement by the Buyer and/or the consummation of the transaction contemplated by this Agreement have been obtained or carried out;
- (f) No legal proceedings or investigations are pending or, to the best of the Buyer's knowledge, threatened before any court, administrative body, tribunal, or other authority or agency that would challenge the validity of this Agreement or seek to prevent its performance;
- (g) **ALTERNATIVE (Legal Entity Buyer):** The performance of this Agreement and the exercise of rights and performance of the Buyer's obligations hereunder, shall not result in any breach of the Buyer's internal governance documents, applicable laws, or regulations governing the Buyer's operations;
- (h) It has sufficient financial resources (**ALTERNATIVE: where financing applies:** a secured source of financing) to fulfil its obligations under this Agreement;
- (i) It is the final buyer of the Contractual Subject-Matter (**ALTERNATIVE:** it is not the final buyer, as the final buyer is [\_\_\_\_\_ insert Company Name], with its registered office at [\_\_\_\_\_ insert Address], company Registration Number [\_\_\_\_\_ insert number], Tax Identification Number [\_\_\_\_\_ insert number]).

## X. Anti-Corruption Clause

### Article 10

If, during the preparation and/or conclusion of this Agreement, any person acting on behalf of or for the account of either Contracting Party promises, offers, or grants any undue benefit to a representative or an intermediary of the other Contracting Party for the purpose of:

- Obtaining the transaction; or
- Securing the conclusion of the transaction under more favourable terms; or
- Failing to exercise due supervision over the performance of contractual obligations; or
- Any other act or omission by way of which damage is caused to the Contracting Party or an undue benefit is conferred upon a representative of the Contracting Party, the other Contracting Party, or its representative, agent, or intermediary,

this Agreement shall be null and void.

## XI. Confidentiality

### Article 11

All data from this Agreement, including all direct and indirect written and oral information, as well as all forms of electronically transmitted or stored data, their copies or duplicates, and all written and oral, direct and indirect actions, circumstances, and facts related to the conclusion and fulfilment of this Agreement, shall be treated as strictly confidential and as business secrets by the Contracting Parties. Furthermore, the Contracting Parties shall ensure that this data and these actions, circumstances, and facts shall not be made available to third parties who are not parties to this Agreement without a prior written consent. This obligation shall be binding upon any singular or universal legal successors of either Contracting Party.

Notwithstanding the Paragraph 1 of this Article, the Contracting Party may disclose the information from this Agreement as well as actions, circumstances, and facts related to the conclusion and performance of this Agreement

- (a) it is necessary to disclose them in accordance with applicable law, pursuant to a court order, or by regulatory authorities;
- (b) they are publicly known, except as a result of a breach of the Agreement;

- (c) it is agreed upon in the contract;
- (d) they are disclosed in judicial proceedings arising from or related to the Agreement or the performance of obligations under the Agreement; and/or
- (e) to their auditors, employees, and legal and other professional advisors,

provided that prior to any such disclosure, the Buyer shall promptly notify the Seller in writing.

**ALTERNATIVE (Financed Purchase):** The provisions of Paragraphs 1 and 2 of this Article shall not apply to the Bank from which the Buyer is obtaining financing for the payment of the purchase price under this Agreement.

Notwithstanding the provisions of this Article, the Seller reserves the right to prepare a report on the sales process— a press release containing relevant information about the sale (e.g., date and place of the sale notice, the number and country of potential investors, name of the Buyer, and the purchase price).

#### **ALTERNATIVE (Natural Persons):**

#### **XII. Processing of Personal Data**

### **Article 12**

The Buyer expressly acknowledges that the Seller, as the data controller, shall process the Buyer's personal data, including but not limited to name, surname, identity card or passport number, address, personal identification number (EMŠO), tax number, and transaction account number (hereinafter referred to: "Personal Data"), which have been obtained under this Agreement, for the purpose of concluding and performing this Agreement, in accordance with this Agreement and applicable law.

The Seller shall retain the Personal Data only for as long as necessary to fulfil the purpose for which they are processed, but in any event no longer than twenty (20) years following the end of the calendar year to which the documentation relates, in compliance with the Value Added Tax Act (ZDDV-1). Upon fulfilment of the purpose of processing, the Seller shall delete, destroy, or anonymise the Personal Data.

Access to the Personal Data shall be restricted to the Seller's employees, in accordance with their respective authorisations.

The Buyer shall have the right to request access to their Personal Data, rectification, completion, portability (where technically feasible), restriction of processing, or deletion, under the conditions set out in Regulation (EU) 2016/679 of 27 April 2016 (General Data Protection Regulation – GDPR), and in accordance with applicable law. The Buyer shall also have the right to lodge a complaint with the supervisory authority, namely the Information Commissioner of the Republic of Slovenia, at the following address: Zaloška 59, 1000 Ljubljana, Slovenia, Telephone number: 00 386(0) 386 230 97 30, Email: [gp.ip@ip-rs.si](mailto:gp.ip@ip-rs.si).

The Seller's Data Protection Officer may be contacted at the following email address: [dpo@sdh.si](mailto:dpo@sdh.si).

#### **XIII. Notifications**

### **Article 13**

The Contracting Parties undertake to immediately notify each other of any changes or new circumstances that are material to the performance of this Agreement. All notifications shall be in writing and sent by registered post.

#### **XIV. Final Provisions**

### **Article 14**

The Contracting Parties shall seek to resolve any disputes arising from this Agreement amicably. In the event that an amicable resolution is not possible, the competent court in Ljubljana shall have jurisdiction over any disputes, unless the exclusive jurisdiction of another court is prescribed by law for a specific type of dispute.

Any modifications to this Agreement shall only be valid if agreed upon in writing and executed as a formal written amendment signed by both Contracting Parties.

Should any provision of this Agreement be or become wholly or partially invalid or unenforceable, or should a legal gap be identified, such circumstances shall not affect the validity or enforceability of the remaining provisions of this Agreement. The Contracting Parties agree that any invalid, unenforceable, or missing provision shall be replaced with a provision that most closely reflects the purpose and intent of this Agreement and the intentions of the Contracting Parties.

## Article 15

This Agreement shall be deemed concluded upon signature by both Contracting Parties and upon fulfilment of the condition set out in Article 4 of this Agreement.

### 1. ALTERNATIVE (VAT, Non-Financed Purchase):

This Agreement is executed in two (2) original counterparts, with each Party receiving one (1) counterpart.

### 2. ALTERNATIVE ((VAT, Financed Purchase):

This Agreement is executed in three (3) original counterparts, of which the Seller shall receive three (3) counterparts (one (1) for the Seller, one (1) for the lending bank, and one (1) for the notary). Upon fulfilment of the conditions stipulated in this Agreement, the notary shall deliver one (1) counterpart to the Buyer, in accordance with Article 5 of this Agreement.

In \_\_\_\_\_,

In Ljubljana, \_\_\_\_\_

**Buyer:**

**Seller:**

\_\_\_\_\_ Slovenski državni holding, d. d.