

**INVITATION**  
**TO SUBMIT BINDING OFFERS FOR THE PURCHASE OF**  
**TECNAM P92JS AIRCRAFT**

**1. CONTRACTUAL SUBJECT-MATTER**

The contractual subject-matter of this Invitation to Submit Binding Offers for the Purchase of Tecnam P92JS Aircraft (hereinafter referred to: the “**Invitation**”) consists of the Tecnam P92JS aircraft, bearing the registration mark S5-DGU (hereinafter referred to: the “**Contractual Subject-Matter**”), which is owned by Slovenski državni holding, d. d., Registration Number: 5727847000 (hereinafter also referred to: the “**Seller**”).

**1.1. Familiarisation with the Contractual Subject-Matter**

By virtue of this Invitation, the prospective buyer (bidder) expressly acknowledges and agrees that:

- The Contractual Subject-Matter is being sold and purchased on an “as seen – purchased” basis, without any warranties, express or implied, in respect of any defects that may subsequently arise;
- The Seller does not possess full knowledge of the history of the Contractual Subject-Matter, and the prospective buyer accepts this condition without reservation;
- The Seller affirms that they are in possession of the Contractual Subject-Matter and that no lease, encumbrance, or any other agreement exists which could in any way restrict or limit the buyer’s right to possession thereof;
- The Contractual Subject-Matter is not currently in an airworthy condition and, as a result, cannot be subjected to flight testing;
- The Contractual Subject-Matter is presently stationed at the Maribor Edvard Rusjan Airport (MBX), Republic of Slovenia.

**2. TENDER PROCEDURE**

The process for the sale of the Contractual Subject-Matter shall be conducted by the Seller. Participation in the sale process is open to both domestic and foreign natural and legal persons, provided that they are legally entitled, under the applicable laws, to acquire ownership rights over movable property within the territory of the Republic of Slovenia.

Bidders are required to submit their binding offers by registered post, enclosed in a sealed envelope, and addressed to Slovenski državni holding, d. d., Mala ulica 5, 1000 Ljubljana, Republic of Slovenia, with the label: “**DO NOT OPEN – BINDING PURCHASE OFFER FOR TECNAM P92JS AIRCRAFT**”. The reverse side of the envelope must clearly indicate the bidder’s full name or company name, as well as the corresponding address or registered office.

The Seller shall consider only those binding purchase offers for the Contractual Subject-Matter that are **formally complete** and received within the prescribed submission deadline (referred to herein as the “**Tender Deadline**”), in accordance with the procedure set out in Paragraph 2 of this Section, and for which the required security deposit, as specified in Section 2.2 of this Invitation, has been duly paid prior to the submission of the offer.

Furthermore, the binding offer for the purchase of the Contractual Subject-Matter must include properly completed and duly signed declarations as required under the customer due diligence process (**Annex 2** of this Invitation).

**The deadline for the submission of binding offers (the Tender Deadline) is set for 7 March 2025 (inclusive).** An offer shall be deemed timely if it is received at the Seller's address by no later than **12:00 noon** on the specified date.

Once an offer has been received by the Seller, it shall be deemed irrevocable and may not be withdrawn or modified, nor may the return of the security deposit be requested, except in the cases expressly provided for under Paragraph 7 of Section 2.2 of this Invitation.

A bidder shall be considered to have submitted a timely corrected or amended offer only if, prior to the expiration of the Tender Deadline, they have formally notified the Seller in writing, with proof of receipt, of the withdrawal of the previously submitted offer and have simultaneously submitted a new offer. In such a case, the submission date and time of the new offer shall be considered final. Should a newly submitted offer arrive after the Tender Deadline, the Seller shall consider only the previously submitted timely offer.

Any offer that is not received within the prescribed deadline shall be excluded from further consideration. The bidder whose offer has been excluded from the process shall be entitled to a refund of the Security Deposit, in accordance with Paragraph 5 of Section 2.2 of this Invitation, under the same conditions as apply to unsuccessful bidders.

### **2.1 Content of Binding Offer**

The Seller shall consider **substantively complete** binding offers for the purchase of the Contractual Subject-Matter, which are signed by the bidder and submitted using the prescribed **"BINDING PURCHASE OFFER FOR TECNAM P92JS AIRCRAFT"** form (hereinafter referred to in this Invitation: the **"Form"**, **Annex 1** of this Invitation).

Failure to complete and submit the offer using the designated Form, together with the **mandatory attachment** (a proof of payment of the Security Deposit, which must clearly indicate the date of payment), shall result in the exclusion of the offer from further consideration and the sales process. A bidder whose offer is excluded from further consideration shall have the Security Deposit refunded in accordance with Paragraph 5 of Section 2.2 of this Invitation, under the same conditions applicable to other unsuccessful bidders.

The Seller reserves the right to reject and exclude from further consideration any Form that is incomplete, incorrectly completed, or illegible. A bidder whose offer is excluded from further consideration, shall have the Security Deposit refunded in accordance with Paragraph 5 of Section 2.2 of this Invitation, under the same conditions applicable to other unsuccessful bidders.

The Form may be submitted by: a sole bidder, who shall submit the offer individually and act as the final purchaser (sole owner) and sole payer for the Contractual Subject-Matter; or two or more bidders, who shall submit a joint offer and act as co-purchasers (co-owners in specified shares) and joint payers for the Contractual Subject-Matter.

Each bidder may submit multiple offers within the sales process, provided that: each offer consists of one (1) duly completed Form, as specified in Paragraph 1 of this Section, accompanied by the mandatory attachment (a proof of payment of the Security Deposit, which must clearly indicate the date of payment); each offer is submitted in one (1) sealed envelope, in compliance with the terms of this Invitation. The required Security Deposit must be paid separately for each offer.

Any submission containing multiple offers (Forms) shall be excluded from further consideration and the sales process. A bidder whose offer is excluded from further consideration shall have the Security Deposit refunded in accordance with Paragraph 5 of Section 2.2 of this Invitation, under the same conditions applicable to other unsuccessful bidders.

Only the offer and sales terms, supporting documents, declarations, and any other materials expressly required under this Invitation for the Submission of Offers and its annexes shall be taken into account during the binding offer submission process. Any additional, unsolicited, or supplementary documentation, statements, or any amended or conflicting offer or sales terms shall not be considered and shall be regarded as irrelevant to the proceedings.

**The following two documents shall be deemed essential components of the offer and a prerequisite for its substantive completeness:**

- **A duly completed and executed Form (Annex 1 of this Invitation),**
- **Proof of payment of the Security Deposit, clearly indicating the date of payment.**

In addition, the bidder is required to submit, along with the Form, duly completed and signed **declarations as required under the customer due diligence process (Annex 2 of this Invitation)**. The Seller reserves the right to request that the bidder rectify any omission or deficiency in the submission of the required declarations referred to in the preceding sentence, within a reasonable period.

If the bidder is a foreign legal entity, the offer must be accompanied by an official translation into Slovenian of an extract from the relevant commercial register, confirming the bidder's legal status and registration. The Seller reserves the right to require submission of such an extract where it has not been provided.

The bidder shall be required to submit the declarations and documents referred to in the preceding two paragraphs of this Section within **ten (10) business days** from the date of receipt of the Seller's request. Failure to provide the required documentation within the specified period shall result in the exclusion of the bidder's offer from further consideration and the sales process. A bidder whose offer is excluded from further consideration shall have the Security Deposit refunded in accordance with Paragraph 5 of Section 2.2 of this Invitation, under the same conditions applicable to other unsuccessful bidders.

Prior to the execution of the sale and purchase agreement, any foreign legal or natural person must, in any case, obtain a valid Slovenian identification number.

The offer may be submitted in either Slovenian or English.

The offer shall be binding and irrevocable and shall remain valid until the conclusion of the entire binding offer submission process, including the execution of the sale and purchase agreement(s).

## **2.2. Security Deposit**

The bidder is required to, **within the Tender Deadline and prior to the submission of the offer**, effect payment of the Security Deposit required in the amount of **EUR 5,000.00** (hereinafter referred to: the "**Security Deposit**"). The payment of the Security Deposit constitutes a fundamental condition for the validity of the offer and the bidder's eligibility to participate in the selection and sale process. The Security Deposit shall be transferred to the Seller's designated transaction account, details of which are as follows: account number: SI56 0291 3001 6492 958, bank: NLB d. d., payment reference: "**SECURITY DEPOSIT FOR THE PURCHASE OF THE TECNAM P92JS AIRCRAFT**". **A proof of payment of the Security Deposit, explicitly stating the date of payment, shall be submitted as a mandatory supporting document to the offer.**

The Security Deposit may only be validly paid by the bidder through a transfer of funds from a bank account held with a bank in Slovenia, or from the bidder's own bank account held with a bank based within the EU (excluding Cyprus, Romania, Bulgaria, and Luxembourg).

Bidders are advised to consult their respective banks to ascertain the latest permissible date for effecting payment, in order to ensure that the funds are duly credited to the Seller's designated account prior to the expiration of the Tender Deadline.

In the event that the successful bidder, whether a natural or legal person, subsequently establishes a new legal entity in the Republic of Slovenia in which they hold a majority shareholding, the purchase price may be remitted from the transaction account of such newly established legal entity. However, in such a case, the successful bidder shall be required to submit all relevant supporting documentation to the Seller prior to the execution of the sale and purchase agreement.

The Security Deposit shall not accrue interest. The Security Deposit shall be refunded to unsuccessful bidders, without interest, not later than within the period of **ninety (90) days** following the expiration of the Tender Deadline.

The refund shall be effected to the bidder's current account from which the Security Deposit was originally transferred, in accordance with Paragraph 1 of Section 2.2 of this Invitation.

**Failure to effect payment of the Security Deposit within the Tender Deadline, i.e., prior to the submission of the offer, and failure of such payment to be reflected in the Seller's designated account no later than two (2) business days following the expiration of the Tender Deadline, shall result in the automatic exclusion of the bidder's offer from further consideration and the sale process.**

The Security Deposit constitutes a financial commitment intended to secure the bidder's obligation to enter into the sale and purchase agreement, in the event that the bidder is successful in the binding offer submission process. The Security Deposit paid by the successful bidder, who is ultimately selected and executes the sale and purchase agreement for the Contractual Subject-Matter, shall be credited towards the earnest money, serving as confirmation of the conclusion of the future sale and purchase agreement.

### **2.3. Opening of Binding Offers**

The opening of binding offers shall not be conducted publicly. During the opening of offers, only the formal and substantive completeness of the received offers shall be assessed, and the highest offered net price for the Contractual Subject-Matter shall be determined. The completeness of the declarations submitted as part of the customer due diligence process shall be reviewed at a later stage. The sale of the Contractual Subject-Matter to the best bidder shall be subject to subsequent approval by the relevant Credit and Investment Committee of the Seller. The Seller shall assess the suitability of the timely submitted binding offers within a period of approximately forty-five (45) days following the expiration of the Tender Deadline. However, the Seller shall not be under any obligation to provide a justification for its decision.

### **2.4. Criteria and Method for Selecting the Most Favourable Bidder**

The successful bidder shall be selected in accordance with the following criterion:

- **The highest net price offered, exclusive of VAT.**

The Seller reserves the absolute discretion to: (i) engage in further negotiations with bidders who have submitted identical highest offers; (ii) conduct a public auction; (iii) decline to select any bidder; or refrain from entering into a sale and purchase agreement for the Contractual Subject-Matter with any bidder, or from establishing any other legal relationship in connection therewith.

In the event that the Seller elects not to conduct additional negotiations or a public auction, and where two or more identical highest offers have been received, preference shall be given to the offer that was submitted first.

The applicable taxation shall be set out in the sale and purchase agreement, which shall be concluded at a later stage (ordinarily **22% VAT**), and shall be borne by the purchaser.

### **2.5. Notification of Selected Bidders**

The Seller shall notify **all bidders** (both successful and unsuccessful) of the outcome of the binding offer submission process for the purchase of Tecnam P92JS Aircraft by way of a formal notification (hereinafter referred to: the "**Notification**"), which shall be sent to the email address provided on the submitted envelope and by way of written communication via registered post. Such Notification shall be dispatched no later than **ten (10) business days** from the date on which the sale has been approved by the relevant Credit and Investment Committee of the Seller. In the alternative, the Seller shall inform all bidders of the cancellation of the binding offer submission process.

Where the Seller, in the Notification, invites bidders to participate in further negotiations or to increase their offers, such Notification shall not be deemed to constitute a rejection of the offers already submitted, within the meaning of Article 29, Paragraph 2 of the Obligations Code. Accordingly, all offers shall remain valid until the conclusion of the sale process, or until such time as each respective bidder submits an improved offer, which each bidder expressly acknowledges and agrees to by submitting their initial offer.

### **3. CONCLUSION OF SALE AND PURCHASE AGREEMENT**

The Seller reserves the right not to select any bidder within the tender process and shall be under no obligation to conclude a sale and purchase agreement for the Contractual Subject-Matter with any bidder, nor to establish any other legal relationship in connection therewith.

The Seller shall enter into the sale and purchase agreement for the Contractual Subject-Matter with the most favourable bidder, being the bidder who has submitted the highest offer, provided that such bidder complies fully with all requirements stipulated in the tender documentation.

The successful bidder shall be notified of the acceptance of their binding offer in accordance with Section 2.5 of this Invitation.

The successful bidder shall, within **ten (10) business days** from the date of the Seller's request, be required to submit **additional information** in accordance with the provisions of the Prevention of Money Laundering and Terrorist Financing Act.

Prior to the execution of the sale and purchase agreement, and upon request by the Seller's Compliance Department, the successful bidder shall, within **ten (10) business days** from the date of the Seller's request, be obliged to: (i) disclose details of the ultimate beneficial owners; (ii) provide evidence of the source of funds; (iii) or, where bank financing is involved, submit a formal statement issued by the financing bank confirming that the necessary funds have been approved for the purchase of the Contractual Subject-Matter.

Should the successful bidder fail to submit the required documentation, disclose the ultimate beneficial ownership structure, or provide proof of the origin or availability of funds within the period set in the two preceding paragraphs, such failure shall be deemed a withdrawal from the execution of the sale and purchase agreement, and the Security Deposit shall be forfeited to the Seller.

Upon fulfilment of the conditions set forth in Paragraphs 4 and 5 of this Section, the most favourable bidder shall be furnished with the sale and purchase agreement, the terms of which shall be in accordance with the draft sale and purchase agreement forming **Annex 3** to this Invitation. The most favourable bidder shall be required to execute the purchase and sale agreement within **eight (8) days** from the date of receipt. Failure by the successful bidder to execute the sale and purchase agreement within eight (8) days of receipt shall be deemed an unilateral withdrawal from the agreement, in which case the Security Deposit shall be irrevocably forfeited to the Seller and shall not be refunded.

In the event of withdrawal by the successful bidder, as defined in the preceding paragraph, the Seller shall have the right, but not the obligation, to conclude the sale and purchase agreement with another bidder who has submitted a valid and suitable binding offer for the Contractual Subject-Matter, without initiating a new tender process, provided that such agreement is executed within **ninety (90) days** following the expiration of the Tender Deadline. Any newly invited bidder shall be **required** to proceed with the execution of the sale and purchase agreement in accordance with Paragraph 3 of this Section. In the event that the newly invited bidder executes the sale and purchase agreement, the provisions set out in Paragraphs 4, 5, 6, and 7 of this Section shall apply *mutatis mutandis*.

All public levies, charges, and associated costs, including any notarial fees, with the exception of the costs of notarial certification of the Seller's signature, arising from the execution and performance of the sale and purchase agreement, shall be borne exclusively by the successful bidder (buyer), in accordance with the provisions of the sale and purchase agreement.

In the preparation and execution of the sale and purchase agreement, the Seller shall take into account the ownership structure and co-ownership shares as indicated in the Form.

#### **3.1. Mandatory Content of the Sale and Purchase Agreement**

The draft sale and purchase agreement is annexed as **Annex 3** to this Invitation, and by submitting an offer, the bidder expressly agrees to its terms and fully accepts its content.

#### **4. PROCEDURAL COSTS AND DECLARATION OF INTENT**

All costs incurred by bidders in connection with their participation in the binding offer submission process shall be borne exclusively by the bidders, regardless of the outcome of the procedure. The Seller reserves the right to amend the procedure and modify the terms of sale.

By entering into this binding offer submission process, bidders expressly consent to the terms governing its execution, including, without limitation, those stipulated in this Invitation.

#### **5. RIGHT OF REVOCATION (ANNULMENT) AND EXCLUSION OF LIABILITY**

The Seller reserves the right, at any time prior to the conclusion of the legal transaction, to reject all offers and thereby annul the binding offer submission process, the sale, and/or any additional negotiations, without incurring any liability. Bidders shall have no entitlement to assert any claims against the Seller in this regard. Bidders shall be notified of the annulment of the binding offer submission process in accordance with the provisions of Section 2.5 of this Invitation. In the event of annulment, the Seller shall not reimburse any costs incurred by bidders in connection with their participation in the procedure.

The Seller's liability for damages is entirely and expressly excluded.

#### **6. INSPECTION OF THE CONTRACTUAL SUBJECT-MATTER AND ADDITIONAL INFORMATION**

Prospective bidders may obtain additional information regarding the Contractual Subject-Matter by prior arrangement with the Seller's representative, Tomaž Resnik, available at telephone number +386 (0)40 276 365 and email address: [tomaz.resnik@sdh.si](mailto:tomaz.resnik@sdh.si), during business hours from 9:00 to 15:00, up to and including **5 March 2025**.

Inspections of the Contractual Subject-Matter, as well as the associated documentation, shall be conducted by prior arrangement with the Seller's representative, as referenced in the preceding paragraph. Such arrangements must be made at least two (2) business days in advance, and inspections shall be permitted up to and including **5 March 2025**.

The Seller reserves the right to extend the deadline for obtaining additional information as well as the Tender Deadline.

Access to confidential documentation shall be subject to the prior execution of a Non-Disclosure Agreement (NDA).

#### **7. GOVERNING LAW AND JURISDICTION**

This Invitation and any legal relationships arising therefrom shall be governed by and construed in accordance with the laws of the Republic of Slovenia. Any disputes arising in connection herewith shall be subject to the exclusive jurisdiction of the competent court in Ljubljana.

In Ljubljana, 31 January 2025

**Seller:**  
Slovenski državni holding, d. d.

Schedules:

1 - Form;

2 - Declarations;

3- Sale and Purchase Agreement.