

This translation consists of  
9 pages / 11 papers  
Reg. No.: 6-01/1/1  
Date: February 10, 2023

*Authorized translation*  
*from Croatian language*

**PUBLIC CALL  
FOR PUBLIC BIDDING  
FOR THE PURCHASE OF SHARES OF  
HRVATSKI NOGOMETNI KLUB CIBALIA Š.D.D.  
THE OWNERSHIP OF THE TOWN OF VINKOVCI**



## AUTHORIZED TRANSLATION FROM CROATIAN LANGUAGE

---

Pursuant the Decision of finding the strategic partner in work and financing of Hrvatski nogometni klub (Croatian Football Club) CIBALIA VINKOVCI“ š.d.d. (sports public limited company) of the Town Council of Vinkovci (“Official gazette of the town of Vinkovci”, No: 8/19), Decision on amendments to the Decision on finding a strategic partner in work and financing of Hrvatski nogometni klub CIBALIA VINKOVCI š.d.d. (“Official gazette of the town of Vinkovci”, No: 7/21) and Decision on sale and transfer of shares of the sports joint stock company Croatian Football Club CIBALIA VINKOVCI ("Official Gazette" of the Town of Vinkovci No. 13/19), the Mayor of the Town of Vinkovci issues the following

### **PUBLIC CALL**

**for public bidding for the purchase of shares of Hrvatski nogometni klub CIBALIA š.d.d. in the ownership of the Town of Vinkovci**

#### I.

Hrvatski nogometni klub „CIBALIA“ š.d.d. Vinkovci, H.D. Genschera 10b, Vinkovci, OIB/Identif.-No: 83797170458, registered in the court register of the Trade court in Osijek, OIB/Identif.-No: 83797170458, MBS (Subject reg.No.) 030119655, with share capital of 12.108,200,00 kuna, number of shares 121.082, of which the Town of Vinkovci owns 67.766 shared of nominal value of 6.776.600,00 kuna.

- At a fixed conversion rate of 1 EUR / 7.5345 HRK

#### II.

The subject of this call is the sale of 62.963 shares of Hrvatski nogometni klub Cibalia Vinkovci š.d.d. in the ownership of the Town of Vinkovci, of nominal value of 6.296.300,00 kuna, which makes 52,00029 % of share capital, through public bidding, without setting out the starting price.

- At a fixed conversion rate of 1 EUR / 7.5345 HRK

#### III.

The offered price of the shares must be stated in kuna in absolute amount, and not in percentage or in descriptive amount.

- At a fixed conversion rate of 1 EUR / 7.5345 HRK

The bidder can only set out the bid for the whole subject of the bid.

#### IV.

The criterion for selection of the most favourable bidder is the highest bid stated in kuna, under condition that the bidder has fulfilled all conditions from the Public call.

- At a fixed conversion rate of 1 EUR / 7.5345 HRK

## V.

All natural persons citizens of the Republic of Croatia, natural persons, foreign citizens, legal persons with the seat in the Republic of Croatia and foreign legal persons have the right to participate in Public call. Incomplete and untimely bids will not be considered.

## VI.

If the most favourable bidder is to have debts towards the Town of Vinkovci, trade companies and institutions in controlling interest of the Town of Vinkovci, he is obliged to settle all due obligations towards the Town of Vinkovci, trade companies and institutions in controlling interest of the Town of Vinkovci, at the latest one day before the expiration of the deadline for signing the Contract on purchase and transfer of shares for which he had been chosen as the most favourable.

If the most favourable bidder does not settle the debt towards to the Town of Vinkovci, trade companies and institutions in controlling interest of the Town of Vinkovci within the given deadline, it will be considered that he had withdrawn from the bid, and he has no right to the refund of the paid guarantee.

The deadline for submitting the bids is fifteen (15) days from the announcement of the Public call.

## VII.

The bidders who participate in the Public call are obliged to pay the guarantee in the amount of 13.272,28 eur (thirteen thousand two hundred seventy-two euro twenty-eight cent) - 100.000,00 (one hundred thousand) kuna. The guarantee is paid into the budget of the Town of Vinkovci, IBAN: HR7423900011848700005; model: HR 68 9016-OIB/Identif-No. of the bidder or international identification No., and it must be paid by a bank order or general payment slip.

The guarantee paid by the bidders whose bids were not accepted will be refunded to the bidders at the latest within fifteen (15) days of the day of final Selection decision, whereas the guarantee paid by the bidder whose bid was accepted will be withheld and calculated into the contract price.

In case the most favourable bidder withdraws from closing the Contract, it will be considered that he had withdrawn from the bid, and the seller keeps the right of choosing the next most favourable bidder, and the bidder who withdrew from the bid has no right to refund of the paid guarantee and it will be considered withdrawal money.

## VIII.

The bidder can get insight into data on business and financial status of HNK Cibalia š.d.d during the period of Public call.

The data from previous paragraph can be received in the seat of the Company, H.D. Genschera 10b, Vinkovci, in established procedure, with previously signed Statement on confidentiality.

By making the bid, the Bidder is considered to be acquainted or he had had the chance to get acquainted with all data and documents which relate to the value and structure of share capital of the Company and shares which are the subject of this Contract.

#### IX.

Along with written bid in Croatian, the Bidder is obliged to attach:

- original or a copy of proof of paid guarantee,

a) Domestic natural persons are obliged to attach a copy of a valid ID card, passport or driving licence, and foreign natural persons a copy of the passport.

b) Domestic legal persons must attach a copy of the act on registration of the legal person into the official register with the authoritative body, along with annexes on registration or extract from the court register not older than thirty (30) days, and foreign legal persons must attach a copy from the domicile register with authorized translation of the court interpreter to Croatian language.

- filled and authorized forms BON 2 or SOL-2 for legal persons not older than thirty (30) days,

- Bidder's letter of intent with which he is obliged to, in case his bid was the most favourable, at the latest until the closing of the Contract on purchase and transfer of shares, guarantee the Seller i.e. HNK Cibalia š.d.d. that he will:

- Secure financial stability of the Company in the period of at least five (5) years starting from the day of closing the Contract on purchase and transfer of shares,
- Keep and continue using the known name of the Company, keep the existing coat of arms, as well as the seat of the Company in Vinkovci,
- Accept all conditions from the Call and that his bid stays valid until the finalisation of the sale of shares.

The main component of this Contract is the guarantee for orderly fulfilment of all obligations assumed with this Contract in the form of bank guarantee issued by the bank for the amount of 663.614,04 EUR (six hundred sixty-three thousand six hundred fourteen euro and four cent) - 5.000.000,00 (five million) kuna, with the clause "payable at first call" i.e. "without the right to object", and the guarantee must be unconditional and with the validity of five (5) years starting from the day of closing the Contract on purchase and transfer of shares.

Instead of guarantee for fulfilment of assumed obligations in a form of a bank guarantee, the Bidder can give cash deposit in favour of the Ordering party Town of Vinkovci, IBAN HR7423900011848700005, reference No: HR 68 9016- OIB/Identif.-No. of the Bidder, without the right to demand refund before the deadline of five (5) years from the day of closing this Contract, as well as accompanying legal penalty interest rate on the given deposit.

In case the most favourable bidder does not deliver what was demanded in previous paragraph, the Seller keeps the right of choosing the next most favourable bidder, and the bidder who withdrew from his bid has no right to refund of the paid guarantee.

- Statement that there are no obstacles for acquiring shares of the sport public limited company pursuant Sports Act, Act on trade companies and Act on the prevention of conflicts of interest.

#### X.

Written bids in closed envelope with the label “Javni poziv za kupnju dionica Hrvatskog nogometnog kluba Cibalia Vinkovci š.d.d. u vlasništvu Grada Vinkovaca“ (“Public call for the purchase of shares of Hrvatski nogometni klub Cibalia Vinkovci š.d.d. in the ownership of the Town of Vinkovci”) – ne otvaraj (“do not open”), must be delivered to the administrative office of the Town of Vinkovci or by registered mail to the address: GRAD Vinkovci, B. J. Jelačića 1, 32100 Vinkovci, within fifteen (15) days from the announcement in the following newspapers: Večernji list and web site of the Town of Vinkovci.

#### XI.

The procedure on conducting Public call will be implemented by the Commission for finding strategic partner in HNK Cibalia š.d.d. founded by the Decision of the Town of Vinkovci (Official gazette of the town of Vinkovci”, No: 8/19) and Decision on amendments to the Decision on finding a strategic partner in work and financing of Hrvatski nogometni klub CIBALIA VINKOVCI š.d.d. (“Official gazette of the town of Vinkovci”, No: 7/21).

#### XII.

The commission from the previous paragraph conducts the procedure of bid opening, estimates the acceptability and quality of delivered bids and establishes the proposal of the Selection decision on the most favourable bidder. A protocol shall be drawn up on the bid opening procedure, which shall determine the orderliness, timeliness, and completeness of the bid.

#### XIII.

The bids will be publicly opened and read on March 3, 2023 at 13,00 hours, in the building of the town administration of the Town of Vinkovci, B.J. Jelačića 1 – great hall on the ground floor, and only bidders can be present at the public opening, i.e. their legal representatives.

#### XIV.

The decision on selection of the most favourable bidder is brought by the Town Council of Vinkovci.

#### XV.

Town Council of Vinkovci keeps the right not to accept any of the bids without stating any reasons.

XVI.

The chosen bidder is obliged to close the Contract on purchase of shares within eight (8) days of the receipt of the written call by the Town of Vinkovci for closing the Contract, otherwise it will be considered that he has withdrawn from closing the Contract.

Class: 620-01/19-01/13  
Reg. No: 2196-4-2-23-7  
Vinkovci, February 10, 2023



Mayor

Ivan Bosančić, mag.oec.

THE END OF TRANSLATION

AUTHORIZATION

I, Sandra Klaić, Permanent Court Interpreter for German and English Language, appointed by the President of the County Court in Vukovar Nr. 4-Su-323/2019-02 from August 12, 2019 ratify that the above translation completely corresponds to the original.

Reg.No.: 6-01/1/1  
Vinkovci, February 10, 2023

Interpreter  
Sandra Klaić, mag.philol.germ.et angl.  
univ.spec.oec.



