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Notice of an auction for an immovable in bankruptcy proceedings

Public from: 11.03.2025

Public until: until the end of bankruptcy proceedings or the end of the validity of the sale announcement,
but no longer than 1 year

Osaühing Saaremaa Lihatööstus (pankrotis) (registry code: [11323290](#)) pankrotihaldur Anne Tammer publishes this announcement under [Subsection 1 of § 136 of the Bankruptcy Act \(PankrS\)](#) and [subsection 2 of § 153 of the Code of Enforcement Procedure \(TMS\)](#).

The bankruptcy trustee, in the public electronic auction, sell <https://www.oksjonikeskus.ee> in the auction environment of the Chamber of bailiffs and bankruptcy administrators assets in bankruptcy:

The bankruptcy trustee of Saaremaa meat industry (bankrupt), a private limited company, sells as a whole the production unit of meat products belonging to the bankruptcy estate in Saaremaa in Kuressaare city of Pikk tn 81, incl. immovable property, production and storage buildings, slaughterhouse, solar power plant, other buildings and facilities, equipment and machinery necessary for retrieval, stock, furniture, trademarks.

The production unit shall be sold as an integral asset (as a set of assets) comprising:

1. Built-up immovable in Kuressaare town of Pikk tn 81 (register part No 1589234).

Valid entries in the land register:

Land registry department of Tartu County Court, register part No 1589234.

Section I cadastral indicator, intended purpose, location, area:

34901:001:0056, production land 100%, Saare County, Saaremaa Rural Municipality, Kuressaare City, Pikk tn 81. Area 76826 m² (area inaccurate).

Division II owner Osaühing Saaremaa Lihatööstus (registry code 11323290, bankrupt)

There are no entries in Section III.

Division IV mortgage in the amount of 13,000,000, 00 kroons (13,000,000, 00 EEK) with secondary claims in favour of 3,500,000, 00 kroons (3,500,000 EEK) and interest rate 10% Swedbank AS (registry code 10060701). Every owner of a registered immovable is required to submit to immediate compulsory enforcement in order to satisfy a claim secured by a mortgage.

A mortgage in the amount of EEK 47,000,000, 00 (EEK 47,000,000, 00) in favour of Swedbank AS (registry code 10060701). Every owner of a registered immovable is required to submit to immediate compulsory enforcement in order to satisfy a claim secured by a mortgage.

A mortgage in the amount of EUR 566 000.00 (EUR 566 000.00) in favour of Swedbank AS (registry code 10060701). Every owner of a registered immovable is required to submit to immediate compulsory enforcement in order to satisfy a claim secured by a mortgage.

A mortgage of EUR 2 600 000,00 (EUR 2 600 000,00) in favour of Swedbank AS (registry code 10060701). Every owner of a registered immovable is required to submit to immediate compulsory

enforcement in order to satisfy a claim secured by a mortgage.

A judicial mortgage (Case No 2-22-16784) in the amount of EUR 550 000.00 in favour of Karia Food OÜ (registry code 12238729).

Valid mortgages shall be deleted after successful auction on the basis of a petition of the trustee in bankruptcy.

The property houses a solar power plant with a capacity of 198 kW.

According to the information in the register of construction works, the following buildings are located on the immovable:

- 1) Entrance and Kaalumaja (building register code 106007538), suletud netopind 80.6 m²;
- 2) Office (code 106007539 of the register of construction works), suletud netopind 832.7 m²;
- 3) Car wash (building register code 106007540), suletud netopind 322.7 m²;
- 4) Power plant (building register code 106007542), suletud netopind 102.8 m²;
- 5) Warehouse (code 106007543 of the register of construction works), suletud netopind 358.2 m²;
- 6) Warehouse (code 106007544 of the register of construction works), suletud netopind 34.3 m²;
- 7) Warehouse (code 106007545 of the register of construction works), suletud netopind 358.7 m²;
- 8) Töökoda (code 106007546 of the register of construction works), suletud netopind 914.1 m²;
- 9) Töökoda (building register code 106007547), suletud netopind 271.4 m²;
- 10) warehouse (code 106007548 of the register of construction works), suletud netopind 245.9 m²;
- 11) the warehouse of finished products of the sausage shop (register of construction works code 120168101), suletud netopind 525,0 m²;
- 12) finished product warehouse (register code 120254336), suletud netopind 261.6 m²;
- 13) cooking shop (code 120254370 of the register of construction works), suletud netopind 236,6 m²;
- 14) Katlamaja (building register code 120567729), suletud netopind 110.6 m²;
- 15) cold plant (code 121371047 of the register of construction works upon erection), suletud netopind 32 m²;
- 16) gas route (code 220712788 of the register of construction works);
- 17) solar power plant (code 220752241 of the register of construction works).

2. Movable property - equipment, machinery, solar power plant, stockpiles, furniture, other movables, except vehicles and servers and belongings belonging to third parties - located on all the properties of long tn 81 in Kuressaare city and forming part of the bankruptcy estate.

3. Trade marks registered with the Patent Office in the name of the debtor:

- Island (490743)
- Good beyond reason! (49015)
- beer pears semi-smoked sausage (56539)
- SAAREMAA MEAT INDUSTRY (58683)
- ISLAND (58698)

Other conditions:

1) The assets sold are not included and the claims of the Saaremaa meat industry (bankrupt) of the private limited company against third parties are not transferred to the buyer.

2) The obligations of the Saaremaa meat industry (bankrupt) of the private limited company do not transfer to the buyer. The claims of the creditors of the Saaremaa meat industry (bankrupt) private limited company shall be satisfied through the bankruptcy proceedings of the debtor on account of the assets of the debtor pursuant to the procedure prescribed in the bankruptcy Act. Creditors of Saaremaa meat industry (bankrupt) cannot file claims against the purchaser.

3) The purchaser must pay state fees and other possible expenses related to the sale.

TRANSFER OF RISK OF ACCIDENTAL DESTRUCTION OF THING AND LIABILITY FOR DEFICIENCIES OF THING. The risk of accidental destruction of the total assets sold at auction is transferred to the purchaser by declaring the offer to be the best.

Neither the trustee nor the debtor shall be liable for any shortcomings in the total assets sold or in the items forming part thereof. The winner of the auction acquires the whole asset in the condition it is in at the time of the auction until delivery to the purchaser. The administrator shall not provide the purchaser with any assurances or guarantees concerning the whole asset, its constituent items or documentation. The debtor and the trustee shall not be liable for any deficiencies in the relevant documentation.

DECLARING THE OFFER TO BE THE BEST AND THE OBJECTIONS. The winner of the auction shall be the person who offers the highest purchase price for the property. A trustee in bankruptcy has the right to reject the submitted offer in the cases provided for in § 89 of the Code of enforcement Procedure. If the best tenderer has transferred the rights of the purchaser to another person and that person also assumes the obligations arising from the best offer, the corresponding applications shall be submitted to the trustee in bankruptcy within the term for payment of the purchase price. The participants shall be notified of the award of the best bid on the working day following the day of the auction in the auction environment. In exceptional cases, the trustee may postpone notification for up to seven days. The trustee shall promptly notify the participants in the auction of the postponement. The persons participating in the auction may object to the conduct of the auctions within a working day following the day on which the auction ends. The provisions of subsections 92 (2) and (3) of the Code of enforcement Procedure apply to the objections submitted and the consequences of failure to submit objections.

TERMS AND CONDITIONS FOR PAYMENT OF THE PURCHASE PRICE. The winner of an electronic auction shall pay the purchase price on the working day following the day of termination of the auction in the manner provided for in subsection 93 (3) of the TMS. If the purchase price exceeds 12,7000,00 euros, 1/10 of the purchase price must be paid immediately, the remaining price must be paid within 15 days. If the winner of the auction fails to pay the purchase price within the term, the auction shall be deemed to have failed and the security paid by the winner of the auction shall not be returned.

PAYMENT OF PURCHASE PRICE BY LOAN. If the purchaser wishes to acquire the assets by means of a loan issued by a credit institution, the purchaser shall notify the trustee thereof immediately after declaring the offer of the trustee to be the best. Notification shall be deemed to be immediate notification on the day on which the tender is declared to be the best. Upon payment of the purchase price by a loan, the buyer shall not be subject to the obligation to pay one-tenth of the purchase price provided for in § 93 of the TMS or the purchase price immediately. The buyer undertakes to pay the entire purchase price or ensure fulfilment of the obligation to pay the purchase price by the credit institution within 15 days as of the day following the day on which the best offer is declared. The debtor cannot request payment of the purchase price by the loan.

RIGHTS OF OTHERS. Persons who have rights to the thing sold shall inform the administrator of those rights and state the reasons therefor. Persons who have rights hindering the auction can suspend the auction on the basis of a court decision.

LAND REGISTER ENTRIES. Ownership of an immovable acquired by auction arises by making an entry in the land register on the basis of an auction act. Unless otherwise provided by law, the trustee shall submit to the land registry department a copy of the auction report and applications for entry of the buyer in the land register as owner and deletion of the prohibition notation and extinguishing rights after receipt of the entire purchase price. A copy of an act of auction forwarded by a trustee and an application shall be deemed to be an application submitted by the buyer and the mortgagee. The purchaser shall pay the state fee to the extent provided for in the State fees Act. The exact amount of the state fee and further

instructions shall be forwarded to the winner of the auction together with the auction act. Mortgages shall be erased as a result of an auction.

Pursuant to § 20 and 41 of the money Laundering and terrorist Prevention Act, the auctioneer is required to identify the beneficial owner of the trading partner and the existence of a state background for the trading partner. After the end of the auction, the winner of the auction shall complete the required form with the information concerning the winner of the auction and confirm the authenticity thereof by signature. The completed and signed form shall be returned to the auctioneer within 3 working days. Otherwise, the auctioneer has the right to refuse the transaction.

Opening price: 3 900 000 EUR(s). The starting price has been retrieved without VAT. Value added tax is added to the price according to law.

Proprietor: Osaühing Saaremaa Lihatoöstus (pankrotis) (registry code: [11323290](#)) .

To participate in an auction, you must register in the auction environment on the asset page specified in this notice with a permanent link to: <https://www.oksjonikeskus.ee/oksjon/view/?okid=88452> and to pay a security deposit of 100,000 euros to the current account No. EE602200221045817503 (Swedbank AS) of Saaremaa meat industry (bankrupt). Payment statement: "Guarantee money 1.04.2025 10:00 for participating in auction ID88452. Real estate: Pikk tn 81, Saaremaa Rural Municipality, Saare County. 'A deposit shall be deemed to have been paid as of the moment of receipt thereof. The deposit must have been received no later than 01.04.2025 at 10:00. Subsequent receipts will not be counted. The deposit paid by the buyer shall be included in the purchase price and returned to the other participants in the auction on the working day following the day of the auction.

Registration in the auction begin on 12.03.2025 at 00:00 and ends on 01.04.2025 at 10:00.

A person be registered as an auction participant if the application for registration and the necessary annexes to the application meet the conditions for the auction , deposit paid and the person may participate in the auction as a bidder.

The auction starts on 01.04.2025 at 17:00 and ends on 09.04.2025 at 09:00. The interval for the prolongedend is 20 minute(s).

The bid step for auctions be 5 000 EUR(s).

Bids can only be made in the auction environment according to the conditions indicated in the auction environment.

The winner of an electronic auction pay the purchase price on the working day following the day on which the auction ends, as pursuant to [§93\(3\) of TMS](#). If the purchase price exceeds EUR 12 700, the auction winner must pay one tenth of the purchase price immediately after the end of the auction, the remaining price having to be paid within 15 days.

THE RIGHTS OF THIRD PARTIES

Before the start of the auction, the person must inform the bankruptcy trustee of his or her rights to the thing to be sold if it have not yet been notified to the bankruptcy trustee, and the reasons for those rights should be given at the request of the bankruptcy trustee.

EXAMINATION OF THE ASSETS. ADDITIONAL INFO

Please approve the examination of the assets by telephone (50 43 679) or e-mail (slt@tammer-tammer.ee) with the trustee in bankruptcy. Additional information Tel 50 43 679.

Proceeding no: 2-23-4237

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