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## Notice of auction for state assets

Public from: 01.04.2025 Public until: for an indefinite period

Riigi Kaitseinvesteeringute Keskus publishes this announcement under <u>Subsection 1 of § 58 of the State</u> <u>Assets Act (RVS)</u>.

Riigi Kaitseinvesteeringute Keskus announces the the third round of public auction for the transfer of a built-up registered immovable located in Kopli tn 87a in the northern Tallinn borough of Harju County in Tallinn. The Riigi Kaitseinvesteeringute Keskus has been appointed as the auctioneer:

1. REGISTERED IMMOVABLE, BUILDING, STARTING PRICE 1.1. location: Harju County, Tallinn, North Tallinn district, Kopli th 87a 1.2. Registration number of the land registry department of Tartu County Court: 26906401 1.3. cadastral identifier: 78408:808:0276 1.4. area of cadastral unit: 3790 m2 1.5. intended purpose: commercial land 80%, production land 20% 1.6. national real estate register object code KV56776 1.7. buildings register data: 1.7.1. residential building • Building register code: 101012974 • Building surface: 947 m2 • floor of the building: 5 • suletud netopind: 4057,4 m2 1.7.2. boiler house-garage • Building register code: 101016134 • Building surface: 132 m2 • floor of the building: 1 • suletud netopind: the 108.9 m2 registered immovable does not have encumbrances and restrictions to be entered in the land register (Division III) and mortgages (Division IV). The buildings are empty, not loaded with a rental contract (TE). The registered immovable is located in the protection zone of the immovable monument "Bekker Shipyard engineers' housing, 1912-1914" (register number 8616 of the monument); the secondary registered immovable contains the "Bekker Shipyard water tower, 1914." (register number 8623 of the monument). Consequently, projects must be coordinated with heritage conservation. The Kopli 87a property will be sold by public electronic auction with a starting price of EUR 2 700 000 (two million seven hundred thousand). 2. EXAMINATION OF PROPERTY, QUESTIONS 2.1. The property will be accessed in groups, the first times at predetermined times: on April 10, beginning at 14:00 and on arpily 14, beginning at 14:00. The property can then be accessed under a prior agreement (until the end of the auction, see section 3.3) by contacting the kopli87a@rkik.ee at 2.2. Appointments must be registered. To do this, contact kopli87a@rkik.ee. The persons involved shall be registered on the spot. 2.3. All questions must be submitted upon examination of the object or no later than 09.05.2025 to the e-mail address kopli87a@rkik.ee. Questions submitted later may not be answered in time. 3. ELECTRONIC AUCTION, PARTICIPATION FEE AND COLLATERAL 3.1. An auction shall be conducted if it has the right to participate in at least one bidder (excluding point 3.6). 3.2. The auction will open on 03.04.2025 at https://www.varakeskus.ee (hereinafter environment). 3.3. The auction shall end with the announcement of the outcome of the auction in the environment 14.05.2025 (inclusive). 3.4. The auction fee shall not be applied. 3.5. The winner of the auction will be charged an environmental service fee (more detailed information in the environment). 3.6. A person who fulfils all of the following conditions may participate in the auction: 3.6.1. correctly registered as a user in the environment; 3.6.2. have provided the environment or the administrator of the environment with all the necessary documents to participate in the auction and bid (powers, etc.); 3.6.3. has paid a deposit in the environment or submitted to the e-mail address a certificate of the correct offer guarantee referred to in point 3.12 of the kopli87a@rkik.ee; 3.6.4. He shall not be subject to the restrictions on participation described in point 5. 3.7. By default, the environment notifies all registered users about publishing a Bevel 87a subscription (except for users who have turned off automatic notifications themselves). However, only a person fulfilling all the conditions set out in point 3.6 may participate/bid in the auction of Kopli 87a. 3.8. A participant in an auction is involved in its bid from the submission of the bid until the outcome of the auction is confirmed. The person or persons for whose benefit the results of the auction are approved are bound by their offer until the conclusion of the transfer contract. 3.9. The security for the performance of

the proceedings and the transfer contract shall be EUR 10 000. the security may be one of the following: 3.9.1. deposit; 3.9.2. Guarantee of a credit or financial institution or insurer (so-called "offer guarantee"). Either a deposit or a guarantee must be chosen, i.e. the use of both options at the same time is not permitted, for example EUR 5 000 as a deposit and EUR 5 000 as a guarantee. 3.10. The deposit must be paid to the environment. The person who pays the deposit must be the same person who also participates in the offer. The deposit of the tenderer who submitted the winning bid shall be transferred by the environment to the state account after the results have been communicated. The deposit shall be returned to other tenderers in accordance with the terms provided for in subsection 70 (2) of the State assets Act. 3.11. Terms and conditions of the offer guarantee: 3.11.1. the offer guarantee must be the first claim guarantee; 3.11.2. the offer guarantee shall be valid until 22.08.2025 (inclusive); 3.11.3. indicate as the beneficiary: The Riigi Kaitseinvesteeringute Keskus, registry code 70009764, lake 34a, 11314 Tallinn; 3.11.4. indicate in the letter of guarantee: 3.11.4.1. the offer guarantee relates to the public electronic auction of Kopli 87a, Tallinn immovable; 3.11.4.2. the number of this notice; 3.11.5. conditions for the execution of the offer guarantee: 3.11.5.1. if an auction is declared to have failed due to the act or omission of the contracting authority, the results of the auction shall not be confirmed or the results shall be revoked; 3.11.5.2. if the contracting authority of the guarantee, if it is the winner of the auction, does not enter into a transfer contract within the prescribed period. 3.12. Proof of the offer guarantee is the digitally signed letter of guarantee from the guarantor, which fulfils the conditions described in paragraph 3.11 above. The person who subscribes to the offer guarantee must be the same person who participates in the offer. The correct letter of guarantee must be forwarded no later than 08.05.2025 (inclusive) to kopli87a@rkik.ee. The Contracting Authority of the guarantee can only make an offer of the right in the environment if the Riigi Kaitseinvesteeringute Keskus confirms the compliance of the offer guarantee with point 3.11. 3.13. When making an offer in the environment, the auctioneer shall confirm that he or she is aware of the condition, characteristics, intended purpose of the registered immovable, the statutory restrictions applicable to the registered immovable, their content and impact upon the use of the registered immovable, and does not have any claims concerning them to the seller. The person participating in the auction is aware that he or she will purchase the registered immovable in the state in which it is in at the time of making the offer. 3.14. After an auction has taken place (incl. the announcement of the result), the decision-maker of the auction (Minister of Defence) shall, by a directive, decide to approve or refuse to approve the results of the auction, including the declaration of failure, within 20 working days. The decision-maker has the right to declare the public auction to have failed and not approve the outcome of the auction pursuant to § 68 of the State assets Act. 3.15. The winner of an auction is a person who has agreed to the terms of the auction and offers the highest price for the acquisition of state assets. A transfer contract shall be entered into with the winner of the auction upon fulfilment of the conditions of the auction. 3.15.1. If several persons have made a winning bid at an auction jointly, these persons can exercise the right to acquire state assets only jointly. If it does not agree to acquire the assets jointly, the decision-maker of the auction shall declare the results of the auction invalid and the corresponding security shall be realised. 3.16. The deposit paid by the winner of the auction shall be taken into account as partial payment of the purchase price. If the offer was secured by a letter of guarantee, the valid letter of guarantee shall be returned to the winner of the auction after payment of the sale price but not before entry into the real right contract. Other acts related to the guarantee are described in § 70 of the State assets Act. 4. CONCLUSION OF THE CONTRACT 4.1. A notarial transfer contract shall be entered into with the winner of the auction. The time limit for entering into a transfer contract shall be determined by the decision-maker of the auction, taking into account that this may not exceed two months from the approval of the results of the auction. 4.2. The purchase price shall be: 4.2.1. on the basis of the invoice paid before entry into the transfer contract or 4.2.2. entered in the deposit account of the notary before entry into the transfer contract. 4.3. If the winner of the auction obstructs the conclusion of a notarial transfer contract and it cannot be entered into within the term specified in clause 4.1), the auction shall be cancelled and the security of the person who submitted the winning bid shall be realised. 4.4. The notary fee and state fee related to entry into a contract for the transfer of state assets shall be paid by the acquirer of the assets. 4.5. Land tax liability arises for the purchaser pursuant to the Land tax Act as of 1 January of the year following entry into the contract. 4.6. The risk of accidental destruction and damage to an immovable shall be transferred to the purchaser upon transfer of possession. 4.7. The seller shall not be liable for heritage conservation, nature conservation and other restrictions arising from law or other hidden deficiencies which apply to an immovable and which are not entered on the map of restrictions of the Land Board and are not known to the seller at the time of entry into the contract. 4.8. Upon the discovery of utility networks or other objects not covered by the restriction card after entry into the contract of sale, the seller is not required to bear the costs related to their relocation and/or liquidation or any other damage. 5. PARTICIPATION RESTRICTIONS 5.1. No auction or examination of property may take place: 5.1.1. Citizen, resident or undertaking established in the Russian Federation and/or the Republic of Belarus, including self-employed persons, legal persons, institutions or other entities. 5.1.2. A person registered in the Estonian commercial register which, to any extent, is owned directly or indirectly by a person, agency or other entity specified in clause 5.1.1 above. 5.1.3. A person who is a representative of or acting on instructions from a person, body or other entity referred to in points 5.1.1 or 5.1.2. 5.2. The organiser has the right to refuse to allow persons whose actions or omissions have led to the failure of previous auctions to be auctioned (auction results not confirmed and/or invalidated).

Bids can be submitted until by electronic auction (https://www.varakeskus.ee)

Additional information: missing

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