Družba za upravljanje terjatev bank, d. d., Davčna ulica 1, Ljubljana (“Seller”), hereby announces the following:

INVITATION TO TENDER FOR THE PURCHASE OF CLAIMS

Held by Seller against the following sole proprietors or companies: BIO FUTURA d. o. o. – in bankruptcy, BIOPLIN GJERKEŠ, BRANKO GJERKEŠ s. p. – in bankruptcy, DOM=EN DOMEN JURŠA s. p., BIO PLINARNA, BRANKO ARNUŠ s p. and BIOPLIN VARGAZON d.o.o.

In accordance with the terms outlined in the relevant public call for expressions of interest, Seller, acting in its own name and on its own behalf, hereby publishes a public call for expressions of interest for the purchase of the Seller’s claims against the sole proprietors or companies: BIO FUTURA d. o. o. – in bankruptcy, BIOPLIN GJERKEŠ, BRANKO GJERKEŠ s. p. – in bankruptcy, DOM=EN DOMEN JURŠA s. p., BIO PLINARNA, BRANKO ARNUŠ s p. and BIOPLIN VARGAZON d. o. o.

1. Facts and circumstances surrounding the claims sale process

The Seller intends to sell off its entire portfolio of claims, including accrued interest and accessory rights, pertaining to the following sole proprietors/companies (hereinafter referred to as: “BIOPLINARNA”):

(i) BIO FUTURA, družba za ravnanje z biološkimi odpadki d.o.o. – in bankruptcy, Likozarjeva ulica 3, 1000 Ljubljana (“BIO FUTURA d. o. o.”), which as of 30 April 2015, amounted to 8,009,462.46 EUR (hereinafter referred to as: “BIO FUTURA Claim”), inclusive of interest and relevant procedural fees;

(ii) sole proprietor BIOPLIN GJERKEŠ, MANUFACTURING IN DISTRIBUTION ENERGIJE, BRANKO GJERKEŠ s. p. – in bankruptcy, Dobrovnik 115C, 9223 Dobrovnik – Dobronak (hereinafter referred to as: “BIOPLIN GJERKEŠ, BRANKO GJERKEŠ s. p.”), which as of 30 April 2015 amounted to 15,719,702.25 EUR (hereinafter referred to as: “GJERKEŠ Claim”), inclusive of interest and relevant procedural fees;

(iii) sole proprietors TRGOVINA IN POSREDNIŠTVO, DOM=EN DOMEN JURŠA S.P., Bercetova ulica 26, 2277 Središče ob Dravi (hereinafter referred to as: “DOM=EN DOMEN JURŠA S.P.”), which as of 30 April 2015 amounted to 7,494,658.15 EUR (hereinafter referred to as: “JURŠA Claim”), inclusive of interest and relevant procedural fees;

(iv) sole proprietor BIO PLINARNA, BRANKO ARNUŠ s.p., Dolič 42, 2253 Destnik (hereinafter referred to as: “BRANKO ARNUŠ s.p.”), which as of 30 April 2015 amounted to 7,583,989.18 EUR (hereinafter referred to as: “ARNUŠ Claim”), inclusive of interest and relevant procedural fees;

(v) the company BIOPLIN VARGAZON, družba za proizvodnjo bioplinja, d.o.o., Pristava 5, 9240 Ljutomer (hereinafter referred to as: “BIOPLIN VARGAZON d.o.o.”), which as of 30 April 2015 amounted to 10,452,820.12 (hereinafter referred to as: “VARGAZON Claim”), inclusive of interest and relevant procedural fees.
All of the aforementioned claims, i.e. BIO FUTURA Claim, GJERKEŠ Claim, JURŠA Claim, ARNUŠ Claim and VARGAZON Claim, are hereinafter jointly referred to as: »Claims«, and individually as »Claim«, whereas all of the above companies or sole proprietors are hereinafter referred to as: “Companies” or “Sole Proprietors”. The description of the biogas plants is enclosed as an attachment and constitutes part of this public call procedure.

A bidder may choose to bid on:

i) all Claims combined (hereinafter referred to as: “Bundled Offer”); or

ii) each Claim separately (hereinafter referred to as: “Single Offer”); or

iii) specific Claims bundled into a bid (hereinafter referred to as: “Combined Bid”).

2. Subject of the sale

The subject of the sale are all claims, inclusive of interest and relevant procedural fees, held by Seller against the following sole proprietors or companies: BIOFUTURA d. o. o. – in bankruptcy, BIOPLIN GJERKEŠ, BRANKO GJERKEŠ s. p. – in bankruptcy, DOM=EN DOMEN JURŠA s. p., BIO PLINARNA, BRANKO ARNUŠ s.p. and BIOPLIN VARGAZON d.o.o., under the following contracts (the contractual basis includes any annexes or subsequent amendments):

**Claims of DUTB, d. d., against the company BIO FUTURA d. o. o. based on the following underlying documents:**

- Domestic Investment Loan Agreement reg. no. 3067/101700301/th dated 7 December 2007,
- Loan agreement no. 3067/LD1004700122 dated 9 March 2010,
- Loan agreement no. 3067/LD 0733800093 dated 7 January 2008,

worth a total of 8,009,462.46 EUR as of 30 April 2015.

**Claims of DUTB, d. d., against the sole proprietor BIOPLIN GJERKEŠ, BRANKO GJERKEŠ s. p. based on the following underlying documents:**

- Long-term Loan Agreement No. 18139/44 dated 11 December 2009,
- Long-term Loan Agreement No. 18068/32 dated 7 November 2009,
- Long-term Loan Agreement No. 18168/20 dated 30 June 2010,
- Long-term Loan Agreement No. 18268/17 dated 5 June 2013,
- Long-term Loan Agreement No. 25847/93 dated 9 November 2011,

worth a total of 15,719,702.25 EUR as of 30 April 2015.

**Claims of DUTB, d. d., against the sole proprietor DOM=EN DOMEN JURŠA s. p. based on the following underlying documents:**

- Loan agreement no. LD/10046/00002 dated 15 February 2010,
- Loan agreement no. LD/10046/00004 dated 15 February 2010,

worth a total of 7,494,658.15 EUR as of 30 April 2015.
Claims of DUTB, d. d., against the sole proprietor BRANKO ARNUŠ s. p. based on the following underlying documents:

- Loan Agreement no. 1208845, dated 10 November 2009,
- Loan Agreement no. 1492160, dated 3 July 2012,

worth a total of 7,583,989.18 EUR as of 30 April 2015.

Claims of DUTB, d. d., against the company BIOPLIN VARGAZON d. o. o. based on the following underlying documents:

- Long-term Loan Agreement No. 28111/70 dated 30 September 2010,
- Long-term Loan Agreement No. 28130/14 dated 16 June 2009,
- Long-term Loan Agreement No. 28131/46 dated 16 June 2009,
- Long-term Loan Agreement No. 28165/36 dated 14 May 2012,
- Contract on the opening and keeping the transaction account no. SI56041730001645314 dated 1 February 2010,

worth a total of 10,452,820.12 EUR as of 30 April 2015.

### 3. Indicative bidding procedure

The sale process shall be coordinated by the Seller. The process of selling Claims shall be open to domestic and foreign natural persons and legal entities that have submitted their bids for the purchase of Claims in accordance with the conditions outlined below.

#### 3.1 Deadline for potential buyers to submit indicative offers and the addressee

The bidders may submit their indicative offers by certified post, enclosed in a sealed envelope or parcel, sent to the following address: DUTB, d. d., Davčna ulica 1, 1000 Ljubljana, subscribed:

“DO NOT OPEN - BID FOR PURCHASE OF CLAIMS (BIOGAS PLANTS)”

The reverse side of the envelope must state the bidder’s name and address. The Seller will consider offers arriving to the Seller’s address by **12.00 noon, 3 June 2015**.

#### 3.2. Contents of the indicative offer

For the purposes of the bidding procedure, the Seller shall consider indicative offers which have been signed by the bidder’s legal representative and contain the following elements:

A. Buyer information:
   i. The bidder’s name and surname or company name, permanent resident address / registered company address and tax number;
   ii. Buyer’s contact person’s contact information;
iii. Bidder profile information (short description of the Bidder’s business operations, including the volume of business, experience in the electricity production industry or other relevant activities, identity of the ultimate owner of the buyer);
iv. Declaration confirming that the bidder is acting in their own name and on their own behalf;
v. Statement concerning associations between the bidder and Companies or sole proprietors, wherein the bidder indicates whether or not it has any equity or administration or any other interest vested in the Companies, in terms of regulations governing companies, or if the bidder has any association to the owners or members of executive or supervisory bodies in Companies, or to any companies with equity or other associations to Companies or the owners owners or members of executive or supervisory bodies in such companies, or if such association had ever existed in the past (Declaration of non-association).

B. Offer, price for the purchase of claims, due date for payment, and type of financing:
i. The bidder’s statement on whether they are submitting a Bundled Offer, Single Offer or Combined Offer, quoting the total offered price, which must also indicate the individual offered price for each Claim separately (for the Bundled Offer or Combined Offer) and the deadline for payment;
ii. A description of the circumstances regarding the financing of the purchase of Claims, along with the proof that the potential buyer has or will have at their disposal adequate funding at least in the amount offered by the buyer in their non-binding bid (for example: a statement from the bank confirming that the bidder has deposited the required funds, a statement from the bank confirming the purpose of financing, etc.).

C. Miscellaneous
The bidder may express their expectations regarding subsequent steps in the process of selling Claims (e.g. about the contents of the documentation the bidder would like to review in the due diligence process).

4. Opening of the indicative offers
The opening of the indicative offers shall not be public. The seller is expected to make a decision about the validity of the received indicative offers by 11 June 2015 and inform the bidders of its decision in writing. The Seller is not required to provide any explanation with regard to its decision. Bidders whose indicative offers are deemed suitable shall be invited to participate in subsequent stages of the Claims sales procedure. Selected bidders shall be informed about the subsequent stages of the Claims sales procedure.

5. Due diligence
Bidders invited to take part at subsequent stages of the process of selling Claims will have the option of conducting necessary due diligence on the relevant underlying loan documents associated with the Claims included in the transaction. It is expected that due diligence can be conducted in the period
from 15 June 2015 to 3 July 2015, any business day from 8 am to 4 pm. Each bidder shall be given no more than 4 days to conduct the due diligence. Bidders wanting to conduct due diligence will be required to sign a Non-Disclosure Agreement, which the Seller will send to selected bidders along with the invitation to take part in subsequent stages of the sale process, and Data Room Rules.

The seller reserves the right to deny any individual bidder access to the documentation, without providing a reason, or to withhold, or prevent access to, specific information.

6. Binding offers collection procedure

It is anticipated that the Seller will continue the Claims sale process with bidders who will submit binding offers.

6.1 Deadline for potential buyers to submit binding offers and the addressee

The bidders may submit their binding offers by certified post, enclosed in a sealed envelope or parcel, sent to the following address: DUTB, d. d., Davčna ulica 1, 1000 Ljubljana, subscribed:

“DO NOT OPEN - BINDING OFFER FOR PURCHASE OF CLAIMS (BIOGAS PLANTS)”

The reverse side of the envelope must state the bidder’s name and address. The Seller will consider offers arriving to the Seller’s address by 12.00 noon, 15 July 2015.

Offers delivered to the above address after the aforementioned deadline will be excluded from further procedure and will be returned to the sender unopened.

6.2. Contents of the binding offer

A. Buyer information:
   i. The bidder’s name and surname or company name, permanent resident address / registered company address and tax number;
   ii. Buyer’s contact person’s contact information;
   iii. Bidder profile information (experience in the electricity production industry and other relevant activities, identity of the ultimate owner of the buyer);
   iv. Description of the purpose of the purchase of Claims;
   v. Statement confirming that the bidder is acting in their own name and on their own behalf;
   vi. Statement concerning associations between the bidder and Companies or sole proprietors, wherein the bidder indicates whether or not it has any equity or administration or any other interest vested in the Companies or sole proprietors on whose behalf they are submitting the offer, in terms of regulations governing companies, or if the bidder has any association to the owners or members of executive or supervisory bodies in Companies, or to any companies with equity or other associations to these Companies or sole proprietors or the owners or members of executive or supervisory bodies in such companies, or if such association had ever existed in the past.
B. The scope of the purchase, final price for the purchase of claims and type of financing

The buyer must specify the final price for the purchase of the Seller’s Claims against the Companies or Sole Proprietors, as follows:

- indicate whether the offer applies to all Claims (Bundled Offer), individual Claims (Single Offer) or a particular selection of Claims (Combined Offer),
- clearly indicate the final (total) price for the purchase of Claims,
- in the event of a Bundled Offer or Combined Offer, the price for each Claim must be indicated individually.

The Seller reserves the right to set the opening bid in the course of the proceedings. In such cases, the final (bundled or individual) price may not be lower than the opening bid price.

The bidder must describe in detail the planned method of financing the purchase of Claims, as well as payment deadline and dynamic. If funds for the purchase of Claims are to be obtained from third parties: (i) the method of financing will need to be described in detail; and (ii) a binding and irrevocable statement will need to be submitted by the third party which will provide the funds on behalf of the bidder, confirming that they have sufficient funds at their disposal to purchase said Claims. The binding bid, along with the binding declarations regarding available funds, must be valid until 31 August 2015 at minimum.

C. Security deposit

Seller shall consider as valid all binding offers submitted by bidders who have paid a security deposit in the amount of EUR 10,000 into bank account no.: SI56 2900 0005 1319 162, held with UniCredit banka Slovenija d.d., reference no. 00 3006, purpose: Security deposit for the purchase of claims against Bioplinarne, no later than 14 July 2015, and enclosed with the binding offer a receipt proving that they have made the security deposit in order. The bidder must also provide the Seller with details of the bank account to be used for returning the paid security deposit (without interest) in case the bidder’s offer for the purchase of Claims is unsuccessful.

7. Signing the Agreement

Within 30 days of receiving binding offers, Seller shall select the bidder and sign an agreement on the sale and purchase of Claims. The decision on the selection of the winning offer will be based on the following criteria: the offered price, type of financing and any potential requirements concerning the contents of the agreement on the sale and purchase of Claims, whereas the Seller itself will decide whether to accept a Bundled Offer, a Single Offer or a Combined Offer. The Seller will determine whether the bid is suitable exclusively at its own discretion. In the event that multiple bidders should offer the same price, in a comparable offer, individual negotiations shall be conducted with such bidders. In any event, the Seller may decide to conduct additional negotiations. The security deposit shall constitute part of the purchase price and shall be considered equivalent to a down payment after the signing of the agreement on the sale and purchase of Claims.
The Agreement on the sale of Claims will be signed in Slovenian language.

If the bidder selected by Seller should fail to sign the contract, the security deposit shall be retained by Seller (i.e. it shall not be paid back to the bidder). In such cases, the Seller shall have the right (but not the obligation) to enter into an agreement with the bidder having submitted the second- or next-best binding offer in the Seller’s assessment, without having to repeat the invitation to tender for the purchase of Claims.

The Seller will notify the bidders whose offers have been deemed suitable, or those whose offers have not been accepted by the Seller, of its decision, and shall not be required to provide an explanation for the decision. The bidders whose offers have been found unsuitable by Seller or those that have submitted offers but were not selected by the seller will be reimbursed the full amount of the security deposit, interest-free, no later than by the third business day from the deadline for signing the agreement on the sale and purchase of Claims, subject to the condition that the bidder has submitted a written statement with an indication of the bank account where the security deposit is to be repaid. In the event that the written statement is submitted later, the interest-free amount of the security deposit shall be repaid on the day after the statement has been submitted with an indication of the bank account where the security deposit is to be repaid.

In accordance with the agreement, the transfer of Claims will be finalized after the purchase price has been paid in full. All taxes and charges (including VAT, if applicable) in connection with the transfer of Claims, including any notarial fees, shall be paid by the buyer. Timely payment of the purchase price is an essential element of the agreement. In the event that the buyer should fail to pay the remaining amount of the purchase price (total purchase price - security deposit/down payment) in due time, the agreement shall be deemed rescinded and the Seller shall keep the paid security deposit/down payment. Claims are sold on an as-is basis, whereby all Seller’s Claims, including charges and accrued interest and accessory rights, to the full extent of the law, shall transfer onto the buyer. The Seller shall vouch only for the existence of the claims, and not for the existence of the collateral and its recoverability potential.

8. Miscellaneous

Bidders shall cover the costs of their participation in the public invitation to tender for the purchase of Claims or in the process of selling Claims, as well as any associated costs, regardless of the outcome of the public call procedure. The Seller reserves the right to change the proceedings and terms of sale of the Claims.

This public tendering procedure shall be conducted in Slovenian. The Seller may also choose to present or submit individual documents in another (e.g. English) language, as well.

If the application (e.g. offer) under this public call is subject to a deadline, it shall be deemed to have arrived on time if it physically arrived to the Seller’s address before the deadline. If the deadline should fall on a Saturday, Sunday or any holiday specified in the law governing holidays, the deadline shall be deemed to expire at the end of the next business day.
The agreement on the sale and purchase of Claims shares shall be made in the form of a directly executable notarial deed or in another form, insofar as it is stipulated by law or expressly requested by Seller in its own discretion.

9. Right of cancellation

The Seller reserves the right to change the process, individual steps involved, or other elements of the procedure, and may suspend or cancel the indicative/binding offers collection procedure, the selling or negotiations at any time and for any reason, and can do so at any time prior to the signing of the contract on the sale and purchase of the Claims, and the bidders shall have no claims against the Seller in this regard. The Seller’s liability for damages is entirely excluded.

The Seller reserves the right not to sign the contract with any bidder.

10. Additional information

Potential bidders seeking further information may contact the Seller’s representative, Taja Simoniti, tel. no.: +386 1 429 38 31 (taja.simoniti@dutb.eu).

11. Applicable Law and Jurisdiction

This public tendering procedure or this publication, procedures involved in this call for tenders, collection of bids and the agreement on the sale of Claims shall be subject to the laws of the Republic of Slovenia. In the event of any disputes, the matter shall be resolved by the competent court in Ljubljana.

DUTB, d.d.