INVITATION TO TENDER FOR THE PURCHASE OF CLAIMS AGAINST SLO-CAR d.o.o.

The Seller in its own name and for its own account, hereby publishes this invitation to tender for the purchase of claims against the SLO-CAR d.o.o. Transport in marketing Ajdovščina, Mirce 20, 5270 Ajdovščina, identification number 5767229000 (hereinafter: “Company”).

1. Facts and circumstances surrounding the selling of claims

The Seller intends to sell off its entire portfolio of claims, including accrued interest and accessory rights, which as of 1.6.2016 amount to 991,023.85 EUR, inclusive of interest and relevant procedural fees (hereinafter: “Claim”). In the event that the contract should be signed, the amount of these Claims shall increase by the relevant amount of charges and interest accrued until the relevant payment date. The buyer has to engage into a full contractual arrangement (whereby the Claim and pertaining collateral are interconnected) towards the debtor and third parties, upon the purchase of the Claim.

Basic information about the Claims and their collaterals is available online at http://www.dutb.eu/si/o-nas/informacije-javnega-znacaja.

2. Tendering procedure

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

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

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

“DO NOT OPEN - OFFER FOR PURCHASE OF CLAIM – SLO-CAR”

The reverse side of the envelope must state the bidder’s name and address. The deadline for submission of indicative offers shall be 12.7.2016, received at or before 15:00. The offer shall be considered to have been submitted in a timely manner if it has been delivered to the Seller’s address by the aforementioned date, at or before 15:00 hours.
2.2. Contents of the binding offer

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

A. Bidder information:
   a. Bidder’s name and surname or company name, permanent resident address or registered company address and tax number;
   b. Contact information of the bidder’s authorized representative;
   c. Bidder presentation (short description of the bidder’s business activities, including volume of business, identity of the bidder’s final owner, basic financial details (balance sheet and income statement for the past three years, or the entity’s entire period of operation), statement that no winding up, bankruptcy, compulsory settlement or other insolvency or restructuring procedures have been initiated against the Bidder);
   d. Description of the purpose of the purchase of the Claims;
   e. Statement that the bidder is acting in their own name and on their own behalf;
   f. Statement testifying to the fact that the Bidder has all internal and other authorizations required to submit a binding offer, as well as all the circumstances relevant to the acquisition of consents from the competent authorities required to purchase the Claims;
   g. Statement about outstanding debts (existing or potential) the bidder has in relation to DUTB, d.d., wherein the bidder should describe whether it has any existing or potential debt to DUTB, d.d.;
   h. Statement that there are no legal impediments for the conclusion of the agreement on the sale and purchase of the Claims, namely that the Bidder is not:
      a. a person, which is deemed an associated person of the Company according to the law governing companies,
      b. a legal entity in which the person referred to in the previous indent (a.) has an equity share or whose member of management or procuration holder is a person who was a member of management or a procuration holder of the Company in the period of three years before the origination of the claim, unless it is a legal entity associated with the person referred to in the first indent of this paragraph in a way so that the Republic of Slovenia is the parent company according to the law governing takeovers,
      c. a natural person who was a member of management or a procuration holder of the Company in the period of three years before the origination of the claim,
      d. a natural person who is a closely related person of the person referred to in the previous indent (c.) according to the law governing insolvency proceedings,
      e. a person subject to an incontestable presumption of taking concerted action with the persons referred to in the previous two indents according to the law governing takeovers, unless it is a person associated with the persons referred to in the previous two indents of this paragraph in a way
so that the Republic of Slovenia is the parent company according to the law governing takeovers,

f. a legal entity performing the bank asset quality review and bank stress tests in the year 2013, information regarding such legal entities can be provided by DUTB, d.d.;

g. a legal entity with capital ties to the legal entity performing the bank asset quality review and bank stress tests in the year 2013,

h. a legal entity receiving management consulting services from a legal entity performing the bank asset quality review and bank stress tests in the year 2013 or receiving management consulting services from an individual who participated at performing the bank asset quality review and bank stress tests in the year 2013 as an employee of these legal entities or as a subcontractor of these companies.

B. Final price for the purchase of the Claims and financing method:
The Final price for the purchase of the Claims should be denominated in EUR and precisely defined in such a way that the bidder:

a. specifically states that the bid is submitted for all Claims, with an indication of the offered purchase price, and

b. specifies the price for the Claim against each individual Company.

The bidder must describe in detail the planned method of financing the purchase of the Claims, as well as payment dynamics. If funds for the purchase of the 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, confirming that the bidder has the funds at its disposal to allow the purchase the Claims via a third party, which will provide the funds on behalf of the bidder. The offer must remain binding for a period of no less than 30 days.

C. Security deposit

Seller shall consider as valid all binding offers submitted by bidders who have paid a security deposit in the amount of 10,000,000 EUR into the escrow account of Notary Meta Zupančič, bank account no.: SI56 2900 0005 0143 231, BIC/SWIFT: BACXI22, held with the bank Unicredit banka Slovenija d.d. by 12. 7. 2016 till 15:00 at the latest, and enclosed with the binding offer a receipt proving that they have made the security deposit in due order. The bidder must also provide Seller with bank account details for the (interest-free) return of the security deposit in case the bidder’s offer for the purchase of the Claims is unsuccessful.

Each bidder may submit no more than one offer. In the event that the bidder should submit more than one offer, all offers submitted by the same bidder will be disqualified.

3. Due diligence

Parties interested in the purchase of the Claims will have the option of carrying out the necessary due diligence on the underlying documents relevant to the Claims which are subject to the transaction. The due diligence review process can be performed during the period between 27. 6. 2016 and
including 11. 7. 2016. The due diligence procedures can be done through electronic means, on a 24-hour basis. Bidders wanting to conduct due diligence will be required to sign a Non-Disclosure Agreement with a notarized signature of the bidder.

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. Bidders will be allowed to review the draft agreement on the sale and purchase of the Claims and submit any comments, as appropriate.

As a rule, interested parties be allowed to review the draft agreement on the sale and purchase of the Claim as part of due diligence process, and may submit comments, as appropriate. The agreement on the sale and purchase of the Claim 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 the Seller at its own discretion.

4. Opening of the binding offers

The opening of the indicative offers shall not be public. As a rule, Seller is expected to make a decision about the adequacy of offers on 2. 8. 2016 and notify the bidders about its decision, whilst a statement of the grounds for the decision is not a requirement.

The Seller reserves the right to choose no bidder, or reject all submitted offers, and shall not be obligated to sign any agreement or contract with any of the bidders with regard to their participation in the procedure involving the sale of claims.

5. Signing the Agreement

As a rule Seller shall select the bidder having submitted the most beneficial of suitable offers (the winning bidder) and sign an agreement on the sale and purchase of the Claims. The decision on the selection of the winning offer will be based on the following criteria: ultimate price, financing method and any potential requirements concerning the contents of the agreement on the sale and purchase of the Claims. In the event that multiple bidders should offer the same price, individual negotiations may be conducted with such bidders, with the same offer selection criteria used for all such bidders. The seller reserves the right not to select the most price efficient offer and also may reject all inadequate submitted offers. The Seller reserves the right to invite the bidders to improve or complement the offers or to continue individual negotiations with all or certain bidders.

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 and Equity Stake. The agreement will also recognize the statutory provisions relevant to any consents provided by the competent authorities, which are required in order for the contract to be valid.

If the bidder selected by the 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 sign the Agreement with a different bidder who has submitted the second-or next-best binding offer, without having to repeat the invitation to tender for the purchase of the Claims.
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 (in one lump sum) 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 the 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.

Upon invitation by the Seller, the Seller and the selected bidder will sign the agreement no later than 15 days after the decision on the selection of the winning offer. In accordance with the agreement, the transfer of the Claims will be finalized, as a rule, after the purchase price has been paid in full. All taxes and charges in connection with the transfer of Claims, including any notarial fees, shall be paid by the buyer. The Claims are sold on an as-is basis, whereby the Seller’s entire Claim, including charges and accrued interest and accessory rights, to the maximum extent of the law, as well as the entire Equity Stake, shall transfer onto the buyer.

The agreement on the sale and purchase of the Claims will include the "top-up" clause (payment of the difference between the paid purchase price and higher purchase price arising from the resale) and the "Re-sale" clause (which will bindingly prevent the Buyer from selling the Claims to certain associated persons in the period of 5 years).

6. Miscellaneous

Bidders shall cover the costs of their involvement in the public call for the purchase of the Claims or in the process of selling the Claims, as well as any associated costs, regardless of the result of the public call procedure. Seller reserves the right to revise the proceedings and conditions involved in the sale of the Claims.

This public tendering procedure shall be conducted in Slovenian. The Seller may also choose to publish or present 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 has physically arrived to the seller’s address before the deadline. If the deadline should fall on a Saturday, Sunday or any public holiday specified in the law governing holidays, the deadline shall be deemed to expire at the end of the next business day.

7. Right of cancellation

The Seller reserves the right to cancel the call for offers or the procedure involving the sale of the Claims at any time and/or for any reason. This can be done at any time prior to the signing of the agreement on the sale of the Claims, and the bidders shall have no claims against the Seller in this regard. The Seller’s liability is entirely excluded. The Seller is also required to respect statutory and other pre-emption rights.

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

Potential bidders seeking further information may contact the Seller’s representative, mag. Petri Grah, tel. no.: +386 14 29 38 94, email: petra.grah@dutb.eu.

9. Applicable law and jurisdiction

This public tendering procedure or this publication, procedures involved in this invitation to tender, collection of bids and the agreement on the sale of the 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.