CALL FOR BINDING OFFERS TO PURCHASE RECEIVABLES

Call for offers to purchase receivables of the Bank Assets Management Company, Davčna ulica 1000, Ljubljana, towards the company GALEX, proizvodnja in promet s farmacevtskimi in drugimi proizvodi d.d., Tišinska ulica 29G, 9000 Murska Sobota, company registration number: 5479827000 (hereinafter: “Company”).

Bank Assets Management Company, Davčna ulica 1000, Ljubljana, (hereinafter: “Seller”) hereby publishes this call for binding offers in its own name and for its own account in reference to the purchase of its entire portfolio of claims held against the Company.

1. Subject of the sale

The Seller intends to sell its entire portfolio of receivables, including accrued court fees, interest and accessory rights held towards the Company, which amounts to a total of EUR 904,864.49 as of 25th November 2015 (hereinafter: “receivables”). The aforementioned amount of receivables shall be increased by the relevant fees and interest accrued from 25th November 2015 until paid.

The subject of the sale are receivables arising from the Loan Agreement no. 1429930, Loan Agreement no. 1446118, Loan Agreement no. 1461460, and Loan Agreement no. 1467468.

2. Tender procedure

The sale of receivables shall be conducted by the Seller. The call for tenders is open to domestic and foreign natural persons and legal entities having submitted bids for the purchase of receivables under the conditions outlined below.

The Seller will consider the incoming binding offers for the purchase of receivables, sent by certified post, enclosed in a sealed envelope or parcel and sent to the following address: Družba za upravljanje terjatev bank, d.d., Davčna ulica 1, 1000 Ljubljana marked “DO NOT OPEN - OFFER FOR PURCHASE OF CLAIMS (GALEX d.d.)”.

The reverse side of the envelope must state the bidder’s name and surname or company name, and address. The deadline for submission of binding offers is 18th December 2015, received by 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. Offers delivered to the above address after the aforementioned deadline will be excluded from further procedure and will be returned unopened to the sender’s address.

2.1. Contents of the binding offer

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

A. Buyer information:
   i. Bidder’s name and surname or company name, permanent resident address or registered company address, tax number (for legal entities),
   ii. Buyer’s contact person’s contact information,
   iii. Identity of the bidder’s ultimate owner,
iv. Declaration confirming that the bidder is acting in their own name and on their own behalf,
v. Declaration of (non-)association existing between the bidder and Company, wherein the bidder indicates whether or not it has any equity or administration or any other interest vested in the Company, in terms of rules governing companies, or if the bidder has any associations with the owners or members of executive or supervisory bodies in Company, or with any companies with equity or other associations with the Company or the 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”),
vi. Bidder’s Declaration about potential outstanding obligations (existing or future) towards the Seller,
vii. Bidder’s Declaration that the Bid is given in line with internal regulations of the Bidder and it has obtained all requisite permits required under its acts for submission of the tender bid.

B. Price for the purchase of receivables, due date for payment, and payment method

The initial price is EUR 90,900.00.

The potential buyer must clearly define the final price of the receivables held by the Seller against the Company (for example: The price for the purchase of receivables held by the seller against the company GALEX d.d., including accrued interest and accessory rights, amounts to EUR [●] (say: [●] EUR 00/100).

The Bidder must provide a description of the circumstances regarding the financing of the purchase of receivables, along with the proof that the potential buyer has or will have at their disposal adequate funds for the purchase of the receivable (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.).

The Bidder must indicate the due date for payment, which should at latest of 15 days after signing the contract on the sale of receivables. If the deadline falls on a non-business day (bank holiday) under the law, the deadline shall be moved to the next normal business day.

The binding bid, along with the binding declarations confirming available funds, must be valid until 31st January 2016 at minimum.

If the bidder is a foreign legal entity, they must provide an extract from the relevant commercial register in which the company is registered as a legal entity.

Offers must be submitted in Slovenian or English. Each tenderer may only submit one tender. In the event that a tenderer should submit multiple offers, all offers submitted by such a tenderer will be disqualified.

2.2. Due diligence

Bidders shall have the option of conducting necessary due diligence review of the relevant documents associated with the receivables involved in the transaction (hereinafter: “documentation”). In order to be eligible for conducting a due diligence review, a security deposit must be paid into the Seller’s
account at UniCredit banka d.d. SI56 2900 0005 1319 162, reference no.: security deposit GALEX, in the amount of EUR 1,000.00.

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 receivables is unsuccessful.

The due diligence review procedures will be performed in the period between 11th December 2015 and 18th December (inclusive), until 14.00 hours. The due diligence procedures can be done through electronic means, on a 24-hour basis.

Conducting due diligence procedures is subject to the following conditions:

1. presenting proof of payment of the security deposit,
2. signing a Non-Disclosure Agreement with a notarized signature, which will be sent to interested bidders upon their written request by Seller.

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

3. Opening of the binding offers

The opening of the binding offers shall not be public. It is anticipated that the Seller will make a decision on the validity of binding offers received within ten (10) working days following expiration of the submissions deadline.

4. Signing the Agreement

Within ten (10) working days of receiving the binding offers, after the deadline, the Seller may, but is not obliged to, select the bidder having submitted the most beneficial of suitable offers (“the winning bidder”) and sign an agreement on the sale and factoring of receivables (hereinafter: “Agreement”).

The Seller reserves the right to choose no bidder, and shall not be obligated to execute any agreement or contract with any of the bidders regarding their participation in the procedure involving the sale of receivables.

The bidder will be selected based on the following criteria: final offered price for the purchase of receivables, method of payment and provisions regarding the contents of the agreement on the sale and purchase of receivables. The Seller will determine whether the bid is suitable at its own discretion. In the event that multiple bidders should offer the same price, individual negotiations shall be conducted with such bidders, with the same offer selection criteria used for all such bidders.

The security deposit shall constitute part of the purchase price and shall be considered equivalent to a down payment after the Agreement has been signed.

The Agreement will be signed in Slovenian language.

Timely payment of the purchase price will be considered 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 minus the security deposit/down payment) in due time, the agreement shall be deemed rescinded and the Seller shall keep the paid security deposit/down payment.

If the bidder selected by the Seller should fail to sign the Agreement, the security deposit shall be retained by the Seller (i.e. it shall not be repaid 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 receivables.

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, 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 such an event the security deposit shall not be considered a down payment and the non-winning bidder shall have no right to claim repayment of double down payment or compensation for non-selection.

In accordance with the Agreement, the transfer of receivables will be finalized after the purchase price has been paid in full. All taxes and charges incurred in connection with the transfer/sale of receivables, including any notarial fees, shall be paid by the winning bidder - the buyer. Receivables are sold on an as-is basis, whereby all Seller’s receivables, 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 receivables, and not for the existence of the collateral and its recoverability potential.

5. Miscellaneous

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

By participating in the public tendering procedure, bidders consent to the terms of the procedure.

The Agreement 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.

This Call is published in Slovene and English language. In the event of any discrepancy between different versions of Call, the Slovene version will prevail.

6. Right of cancellation and exclusion of the Seller’s liability

The Seller reserves the right to change the process, individual steps involved, or other elements of the procedure, and may interrupt the collection of indicative or binding offers, selling or negotiations, where the Seller is released of all liability and the bidders shall have no claims against the Seller in this regard.

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

The Seller’s liability is entirely excluded.

7. Additional information

Potential bidders seeking further information may contact the Seller’s representative, Mrs Nina Pitamic, tel. no.: +386 1 429 38 84, e-mail: nina.pitamic@dutb.eu.
8. **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 receivables 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.

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**Bank Assets Management Company**