

Nova KBM d.d. together with the companies in the Nova KBM Group (hereafter referred to as: the Seller) herewith calls

FOR A PUBLIC TENDER FOR BINDING BIDS FOR PURCHASE OF ITS CLAIMS OR A BUSINESS SHARE IN A COMPANY

I. Prodajalca do:

1. Marifarm d.o.o., Minarikova ulica 8, 2000 Maribor (hereafter referred to as: the Legal Entity Established in Maribor or the Company), exposure as of 30 April 2016 in the amount of **EUR 17,182,425.31**.

The stated amounts of the claim shall be increased by related amounts incurred up to the date of payment.

1. Object of the sale

The Seller intends to sell all their claims, including related amounts and accessory rights. The object of the sale are claims against the Legal Entity Established in Maribor collateralised by:

- Pledge of real estate – business premises at parcel numbers 1044/5 and 1044/7 cadastral municipality 680-Tezno
- Pledge of real estate – equipment in the said business premises

In case the creditor's claims are converted into capital, a sale of 100 % shareholding is possible.

2. The sale process

The sale process is managed by the Seller. Domestic and foreign natural persons and legal entities, who in accordance with the below stated conditions submit their bids for purchase of claims, may participate in the process of the sale of claims/business share.

3. Deadline for the submission of bids

The Seller expects the tenderers to submit their binding bids via electronic mail (scan of the documentation) to e-mail address: sslamek@nkbm.si and cslokan@nkbm.si

Deadline for the submission of the binding bids expires on 20 June 2016 at midnight.

NKBM reserves the right, at its discretion, to sell the claims or the business share to any tenderer, to conclude binding agreement, to terminate the negotiations or the process with an individual tenderer or all tenderers without any explanation and with no obligation to pay cancellation fee or to reimburse the costs. Any tenderer by submitting their bids explicitly agrees to the stated rules and confirms that all the costs incurred in relation to the preparation of the bid and participation in the tender procedure are their responsibility.

The Seller reserves the right not to conclude the agreement with any tenderer and to withdraw from the tender procedure of which all the tenderers will be notified in writing by the Seller.

4. Mandatory components of the agreement

In the sale process the Seller will consider binding bids which will be signed by the legal representative or authorised representative of the Tenderer and will include the following:

Information on the Tenderer:

- Identity of the Tenderer and persons they cooperate with in the relevant transaction, revealed to the ultimate owner of the Tenderer or participating persons
- Presentation of the Tenderer (activity, business operations, etc.)
- Purpose, reasons for the purchase of claims/investment
- Description of the method of the intended purchase including supporting document or reliable explanation that the Tenderer disposes of or will dispose of financial assets, as a rule in the amount of the price stated by the Tenderer in their binding bid (e.g. statement by the bank regarding the Tenderer's deposited assets, statement by the bank regarding the purpose of financing, statement by the bank confirming the Tenderer's right to access the deposited assets, etc.), including also the description of

the actual source of the financial assets needed for the purchase of claims/business share in the company;

- Tenderer's statement that there is no relation between the Tenderer and the Company, in which the Tenderer, within the meaning of rules governing companies, describes their connections to the Company regarding ownership or management or any other connections, or if the Tenderer is, within the meaning of rules governing the companies, in any way related to the owners or members of the management and supervisory bodies of the Company or the companies which are related by ownership or in any other way to the Company or owners and members of management and supervisory bodies of these companies or if such a relation has ever existed in the past;
- Purchase price (purchase of claims / business share), deadline for the payment of the purchase price, transaction structure;
- Certificate of the security payment in the amount of 5% of the purchase price.

If the Tenderer is a foreign legal person, they must attach to the bid the Regular Extract from the Business/Companies Register not older than 15 days.

With the submission of the binding bid and at all times, if required by the Seller, the Tenderer must provide appropriate documents proving their integrity and relevance in terms of Prevention of Money Laundering and Terrorist Financing Act and by-laws (executive acts). In case of non-compliance to afore, the Seller can immediately and without any explanation eliminate the Tenderer from the process.

5. Tender opening

Tender opening will not be public. The Seller intends to adopt the decision on selection of the Tenderer until 30 June 2016 at the latest.

Criteria for the selection of bids will be as follows: final price, financing method and possible requirements regarding contents of the agreement on the sale of claim / shareholding. The Seller reserves the right to invite the Tenderers to improve the bids or to continue individual negotiations with all or designated Tenderers.

The Seller will conclude the relevant agreement with the selected Tenderer. The transfer of claim / shareholding will be realized according to the agreement after the payment of the purchase price. All taxes and costs, including notary fees, if any, in connection with the transfer, will be paid by the Buyer. The sale is conducted on the "as is" principle, without Sellers warranties, except warranty for the existence of the claim / shareholding.

6. Security

On the date of delivery of the binding bid the Tenderer is obliged to pay a security of good faith in the amount of 5 % of the binding bid to the account of Nova KBM - SI56 0100 0000 0400 014, reference SI05 1615505-292090, for the period of validity of the bid.

The Tenderer, whose bid will not be accepted, will receive the security paid without any interest on its account in the period of 8 days from the non-acceptance of the bid or on the day of the withdrawal from the bid.

The paid security of the Tenderer, whose bid will be accepted, will be incorporated into the agreement. If the successful Tenderer does not enter into the agreement, the security is in favour of the Seller (the security paid will not be returned to the Tenderer).

9. Additional information

Potential Tenderers can obtain additional information by contacting:

- a) Suzana Slamek, Tel. +386 2 229 22 20, e-mail: sslamek@nkbm.si
- b) Črt Slokan, Tel. +386 2 229 24 29, e-mail: cslokan@nkbm.si