

**Družba za upravljanje terjatev bank, d.d., Davčna ulica 1 Ljubljana, registration no: 6339620000**  
(hereinafter: the Seller or BAMC) hereby publishes, on 25 July 2022, a

**PUBLIC TENDER FOR COLLECTION OF BINDING BIDS FOR THE PURCHASE OF CLAIMS AGAINST  
BETI d.d.**

The Seller hereby publishes, on its own behalf and for its own account, a public invitation to tender for the collection of binding bids for the purchase of the Seller's claims against:

BETI d.d., Tovarniška cesta 2, 8330 Metlika, registration no.: 5043794000 (hereinafter: the  
Company).

**1. SUBJECT OF THE SALE**

The Seller is selling all its claims, together with pertaining sums and ancillary rights, against the Company. As at 1 July 2022, these amounted to EUR 3,922,026.26 in total (hereinafter: Claim or Claims).

In the event that a sale agreement is concluded, the amount of the Claims shall be increased by pertaining sums from 1 July 2022 to the day of payment and reduced by all payments received in this period to which the Seller is entitled.

With the purchase of the Claims, the buyer will enter into a full contractual relationship with the Company and third parties relating to the Claim and the associated collateral.

The Claims shall only be sold as a single package.

The terms of the sale are set out in this public invitation to tender below.

**2. PUBLICATION OF THE PUBLIC INVITATION TO TENDER**

This public invitation to tender is published in Slovenian and English on the Seller's website.

**3. COLLECTION OF BINDING BIDS**

The procedure for sale of the Claims shall be conducted by the Seller.

Slovenian and foreign natural persons and legal entities that submit a written bid for the purchase of the Claims in accordance with the stated conditions may participate in the sales procedure.

The Seller shall accept binding bids for the purchase of the Claims sent by registered post in a sealed envelope or wrapper to the following address: Družba za upravljanje terjatev bank, d.d., Davčna ulica 1, 1000 Ljubljana, Slovenia, marked with the words: '*DO NOT OPEN – BID FOR THE PURCHASE OF CLAIMS (BETI d.d.)*'.

The reverse side of the envelope or wrapper must state the bidder's name and surname or company name and address.

The deadline for the submission of binding bids is 23 September 2022. A bid shall be deemed to have been received on time if it arrives at the Seller's address by 2 pm on the last day of this deadline.

### **3.1. Content of binding bids**

Detailed information for the Claims shall be available in the virtual data room (hereinafter: VDR) under the terms and conditions stated in Point 3.2 of this invitation to tender.

During the sale process, the Seller shall take into account the binding bids received in a timely manner, signed by the bidder's legal representative and including the following content:

- A. All the know-your-client forms inside the file 'KYC 2022.zip', which is available on the website [www.dutb.eu/vse-terjatve](http://www.dutb.eu/vse-terjatve), must be completed;
- B. credible proof of the identity of the beneficial owner of an interested party in accordance with the Prevention of Money Laundering and Terrorist Financing Act, which is no older than three months, if the bidder is a legal entity;
- C. declaration that the bidder has all internal and other authorisations for issuing a binding bid, and that all conditions have been met in connection with the acquisition of any permits from the competent authorities required for the validity of the purchase of the Claims, if the bidder is a legal entity;
- D. basic financial information – balance sheet and income statement for the last three years, or for the entire period of the bidder's operations, whichever is shorter, if the bidder is a legal entity;
- E. Declaration regarding any bidder's liabilities (existing or potential) to the BAMC, in which the interested party states whether it has or could potentially have an existing debt vis-à-vis the BAMC.
- F. Bid price for the purchase of the Claims, and the deadline and method of payment

Bidders shall define the price for the purchase of the Seller's Claims against the Company precisely (for example: *The price for the purchase of the package of the Seller's Claims against BETI d.d. together with appertaining fees and ancillary rights is EUR [●] (in words: [●] 00/100 euros).*

Bidders shall state the payment deadline in days, beginning from the conclusion of the agreement on the sale of the Claims. If the final day of the payment deadline coincides with a date that is legally defined as a public holiday, the next business day shall be deemed the final day of the payment deadline.

Binding bid, together with the binding accompanying declarations regarding the availability of funds, must be valid for at least 30 days.

Bidders that are foreign legal entities must attach an extract from the relevant register in which the bidder is entered as a legal entity (official certified translation). That extract may not be more than 30 days old.

Bids shall be submitted in Slovenian or English. A bidder may submit only one bid. If a bidder submits more than one bid, all of its bids shall be excluded.

#### G. Security deposit

The Seller shall accept binding bids from bidders that pay a security deposit of EUR 50,000.00 by the deadline for the submission of bids (no later than by 2 pm on the last day of the deadline) to the Seller's account at UniCredit banka d.d., no SI56 2900 0005 1319 162, SWIFT: BACXSI22, stating reference no. 00-983. Confirmation of security deposit payment shall be submitted together with the binding bid. The incontrovertible assumption shall apply that in the event of a binding bid a security deposit that is paid to enter the virtual data room shall be deemed as a paid bid bond. Bidders also submit confirmation of payment of the aforementioned security deposit for due diligence together with the binding bid.

Bidders may only effect valid payment of a security deposit by depositing funds from a bank in Slovenia or from their own bank account at a bank headquartered in the EU (except Cyprus, Romania, Bulgaria and Luxembourg).

Prior to the transfer of the security deposit, bidders shall specify the account from which the funds for the security deposit are to be transferred.

The security deposit shall be returned (without interest) to bidders whose bids are assessed by the BAMC as unsuitable or who are not selected by the BAMC.

### ***3.2. Due diligence***

Bidders shall have the opportunity to conduct due diligence of the documentation regarding the Claims that are the subject of the sale (hereinafter: Documentation) via access to the virtual data room. Due diligence shall be performed 24 hours a day. The VDR opens when the first interested party meets the requirements for entry and closes one day prior to the deadline for the submission of binding bids.

Bidders may submit written questions during that time. Written answers to the questions of any individual investor that is party to this part of the procedure shall be sent to all other participants.

The condition for carrying out due diligence is the signing of a non-disclosure agreement to be submitted by the Seller to interested bidders at their written request, and the payment of a security deposit in the amount of EUR 50,000.00.

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

During the due diligence review, bidders shall be given the opportunity to review a draft agreement on the sale of the Claims and to provide feedback regarding that agreement. The sales agreement shall be concluded in the form of a directly enforceable notarial deed or in another form, only if so defined by the law or if so required by the Seller at its own discretion.

## **4. OPENING OF BINDING BIDS**

The opening of binding bids shall not be public. The Seller shall adopt a decision regarding the appropriateness of binding bids received within **four (4)** weeks following the expiry of the deadline for the submission of bids. The Seller shall not be obliged to explain that decision.

The Seller reserves the right to call on bidders to improve or supplement their bids, or to continue individual negotiations with all or only certain bidders. A potential call by the BAMC for bidders to improve their bids during the procedure shall not be deemed to be a rejection of those bids under the second paragraph of Article 29 of the Code of Obligations, meaning those bids shall remain valid until the end of the procedure or until the improvement of a bid by an individual bidder, with which that bidder shall expressly agree.

## **5. CONCLUSION OF THE CONTRACT**

The Seller is expected (but shall not be bound) to select the bidder that submitted an appropriate and most favourable bid (hereinafter: Selected Bidder) and conclude an Agreement on the Sale and Assignment of Claims with them.

The decision on the acceptance of a bid shall be adopted by the Seller's relevant decision-making body.

A bidder shall be selected on the basis of the following criteria: highest final price offered for the purchase of the Seller's Claims against the Company, the payment deadline, the payment method, and any requirements regarding the content of the agreement on the sale of the Claims. Should several bidders tender the same price and payment deadline, negotiations shall be held with each bidder individually according to the same criterion used for the selection of the bid. The Seller also reserves the right to not select the most favourable bidder and to reject all bids as unsuitable. The Seller reserves the right to not enter into an agreement with any of the bidders, whereby it shall not be obliged to reimburse the bidders any costs they have incurred with their bid, nor any other damages.

The security deposit shall be included in the consideration and deemed to be the Selected Bidder's down payment following the conclusion of the Agreement on the Sale of the Claims. The agreement shall also include legal provisions regarding any consents from competent authorities required for the validity of the agreement.

The Selected Bidder shall subsequently provide additional information pursuant to the provisions of the Prevention of Money Laundering and Terrorist Financing Act. The Selected Bidder will have to provide data on the bank account from which it will deposit the consideration (if the bank account is not open at a bank headquartered in the EU (excepting Cyprus, Romania, Bulgaria and Luxembourg), this shall be subject to an additional decision by the Seller's committee on the approval of the sale of claims).

The Seller and the Selected Bidder shall conclude an agreement, at the Seller's request, no later than within 15 days of the notice of selection of bidder. The agreement shall be concluded in Slovene, and, if the Selected Bidder is a foreign legal entity or natural person, also in English. The Slovene version shall prevail in the event of difference in understanding. If the bidder selected by the Seller fails to enter into an agreement, the Seller shall be entitled to retain the security deposit referred to in Point 3.1.G of this invitation to tender (i.e. the security deposit shall not be returned to the bidder). In this case, the Seller shall have the right (but shall not be obliged) to enter into an agreement with the bidder who submitted the second or next most favourable binding bid, without repeating the collection of bids for the purchase of the Claims.

Security deposits shall be returned, in a lump sum and without interest, to bidders whose bids are deemed unsuitable by the Seller or who are not selected by the Seller within three business days

following the expiry of the deadline for the signing of the Agreement on the Sale of the Claims, provided that bidders submit a written statement indicating the account to which the security deposit is to be returned. If a bidder does not submit a declaration, the security deposit shall be returned (without interest) to the account from which it was paid on the seventh business day following the expiry of the deadline for the conclusion of the Agreement on the Sale of the Claims. In the case referred to in this paragraph, the security deposit shall not have the nature of a down payment, and unselected bidders shall not be entitled to request the repayment of double the amount of the security deposit or to file a claim for potential damages if they were not selected.

The Claims shall be transferred in accordance with the agreement following the full payment of consideration. The timely settlement of consideration shall be an essential component of the agreement. The buyer shall pay all taxes and costs (including any notary fees) associated with the transfer of the Claims. The Claims shall be sold on an 'as-is' basis, where the Seller's Claims shall be transferred to the buyer in their entirety, together with pertaining sums and ancillary rights, to the fullest extent permitted by the law. The Seller shall only guarantee the existence of the Claims and not the existence of collateral or the recoverability thereof.

The agreement shall also include a 'top-up' clause (payment of the difference between paid consideration and higher consideration in the event of a subsequent sale), a 're-sale' clause (under which the buyer shall not sell the Claims to related parties as set out in Article 13 of the ZUKSB for a period of 5 years and, in the event of a breach thereof, the buyer shall be obliged to pay the Seller a contractual penalty amounting to 50% of the consideration), and a provision that the Seller may publish information regarding the sale of the Claims and the identity of the buyer.

If the buyer of the Claims is a foreign legal entity, for purposes of drafting the sales agreement it shall provide the Seller with a unique identification number (registration number) assigned by the Business Register of Slovenia (AJPES) or, if the buyer is a foreign natural person, a unique personal identification number (EMŠO).

## **6. OTHER**

Bidders shall bear the costs of their participation in this public tender procedure, i.e. procedure for the sale of the Claims, as well as all associated costs, regardless of the outcome of the public tender. The Seller reserves the right to amend the procedure and conditions pertaining to the sale of the Claims.

The tender procedure shall be conducted in the Slovenian language. The Seller may also publish or submit specific documents in another language (e.g. English).

By participating in this public tender procedure, bidders shall be deemed to agree with the conditions of that procedure.

## **7. RIGHT TO SUSPENSION AND EXCLUSION OF SELLER'S LIABILITY FOR DAMAGES**

The Seller reserves the right to change the planned course, steps or other elements of the procedure at any time and without explanation, and may also suspend the bid collection process, sales and/or negotiations procedures, and shall bear no liability whatsoever in this regard. Bidders may not file any

claims against the Seller as a result of the aforementioned actions. The Seller cannot be held liable for any damages whatsoever.

The Seller reserves the right to not enter into an agreement with any of the bidders, whereby it shall not be obliged to reimburse the bidders any costs they have incurred with their bid, nor any other costs.

## **8. ADDITIONAL INFORMATION**

The basic public information on the Company is available at: [www.dutb.eu](http://www.dutb.eu). Potential bidders may obtain additional information from the Seller's representative:

- Ana Gorišek, Case Manager  
Tel. No.: +386 1 42 93 867, Email: [ana.gorisek@dutb.eu](mailto:ana.gorisek@dutb.eu)
- Andreja Kranjc, Head of Restructuring and Asset Management  
Tel. No.: +386 1 42 93 858, Email: [andreja.kranjc@dutb.eu](mailto:andreja.kranjc@dutb.eu)

## **9. APPLICABLE LAW AND JURISDICTION**

Slovenian law shall apply to this public tender, i.e. the announcement of and procedures associated with this tender, the collection of bids and the Agreement on the Sale of the Claims.

In the event of any dispute, the court in Ljubljana shall have exclusive subject-matter and territorial jurisdiction.

**Družba za upravljanje terjatev bank, d.d.**