

On the basis of the decision of the District Court of Celje ref. no. St 1847/2015 on 3. 10. 2017, made final on 19. 10. 2017

**OFFICIAL RECEIVER OF THE DEBTOR
AERO d.d. – in receivership, Ipavčeva ulica 32, 3000 CELJE
PUBLISHES SECOND SALE OF ESTATE**

**AN INVITATION FOR NON-BINDING OFFERS
(SALE ON THE BASIS OF DIRECT NEGOTIATIONS WITH BUYER)**

I. SUBJECT OF SALE

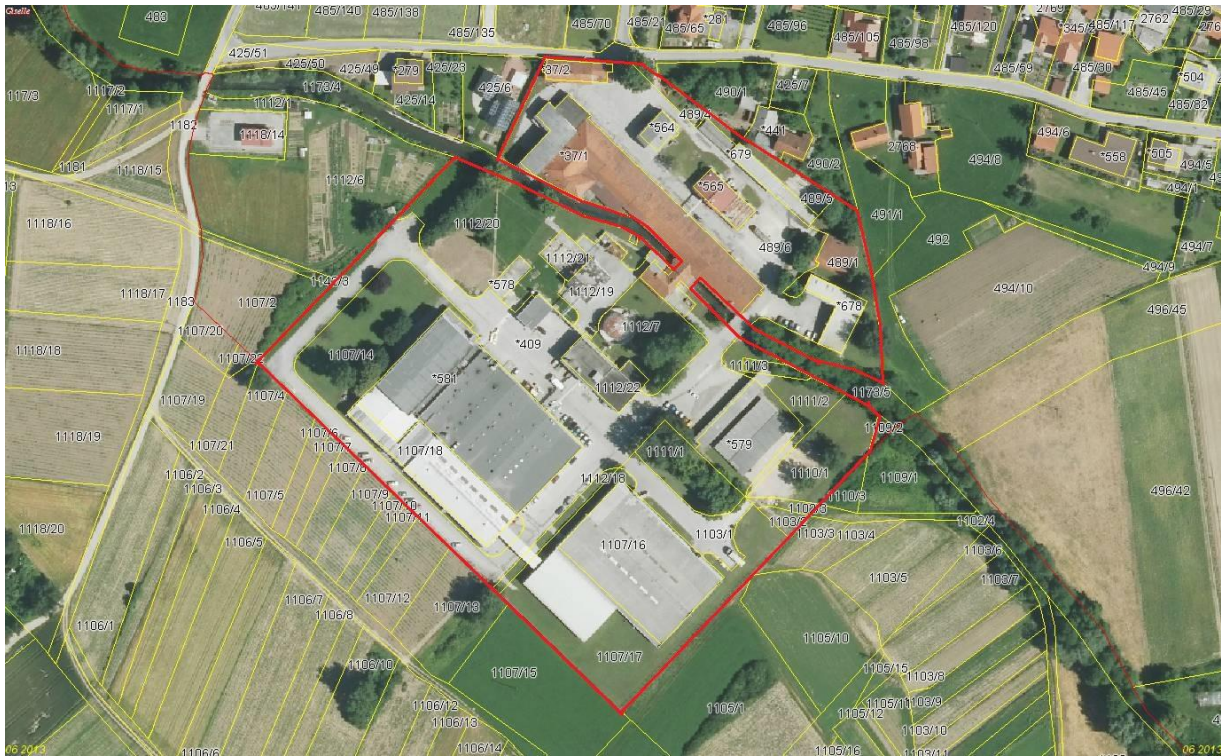
The subject of the sale is the estate of the Šempeter plant, which will be sold in four (4) possible variants as follows:

1. Variant 1 - for the Šempeter Plant in the set (Complex A Real Estate, Complex B Equipment and Complex C of the AERO brand)

COMPLEX A - REAL ESTATE:

Ser. No.	ID sign:	Type of land use by cadastral data	measurements in m2	Notes –actual use
1	plot 995 *37/1	built-up land	2.777	old production hall, building no. 168
2	plot 995 *37/2	built-up land	219	lodge, dining room, building no. 1514
3	plot 995 *409	built-up land	7.352	transformer, building no. 166
4	plot 995 489/1	built-up land	1.462	ancillary building, building no. 350
5	plot 995 489/4	built-up land	207	green/open space
6	plot 995 489/5	built-up land	363	green/open space
7	plot 995 489/6	built-up land	4.385	green/open space and building no. 173
8	plot 995 *564	built-up land	145	administration, building no. 169
9	plot 995 *565	built-up land	288	cooking glue, building no. 170
10	plot 995 *578	built-up land	137	courtyard
11	plot 995 *579	built-up land	443	opened covered warehouse, building no. 338
12	plot 995 *581	built-up land	3.706	production ware hall, building no. 336
13	plot 995 *678	built-up land	381	fire brigade, building no. 351
14	plot 995 *679	built-up land	290	building no. 172
15	plot 995 1102/3	built-up land	126	courtyard
16	plot 995 1103/1	built-up land	734	courtyard
17	plot 995 1103/2	built-up land	138	courtyard
18	plot 995 1107/14	built-up land	2.565	courtyard
19	plot 995 1107/16	built-up land	2.396	production ware hall, building no. 337
20	plot 995 1107/17	built-up land	3.328	green/open space
21	plot 995 1107/18	built-up land	1.263	production ware hall, building no. 336
22	plot 995 1110/1	built-up land	1.259	green/open space
23	plot 995 1111/1	built-up land	773	green/open space
24	plot 995 1111/2	built-up land	749	green/open space

25	plot	995 1111/3	built-up land	137	green/open space
26	plot	995 1112/7	built-up land	1.317	green/open space, tank, building no. 165
27	plot	995 1112/18	built-up land	288	green/open space
28	plot	995 1112/19	built-up land	810	courtyard, warehouse, building no. 167
29	plot	995 1112/20	built-up land	3.107	green/open space
30	plot	995 1112/21	built-up land	238	courtyard
31	plot	995 1112/22	built-up land	525	building by the tank, building no. 341



COMPLEX B - EQUIPMENT

The list of equipment in buildings at the Šempeter location can be found on the website <http://www.netbid.com>.

COMPLEX C - THE AERO BRAND

1. AERO No. 9471356 (International classification of goods and services: 1, 7, 37, 39, 41 and 42 for the territory of Slovenia).
2. AERO No. 9471357 (International classification of goods and services: 1, 7, 37, 39, 41 and 42 for the territory of Slovenia)
3. AERO No. 764299 (International classification of goods and services: 1, 7, 17, 37, 40, 41 and 42 for the territory of Romania)

2. Variant - for a set of all real estate

The object of the second variant of sales is real estate as a whole (from sequence number 1 to number 31) and is shown in the table below:

Ser. No.	ID sign:	Type of land use by cadastral data	measurements in m2	Notes –actual use
1	plot 995 *37/1	built-up land	2.777	old production hall, building no. 168
2	plot 995 *37/2	built-up land	219	lodge, dining room, building no. 1514
3	plot 995 *409	built-up land	7.352	transformer, building no. 166
4	plot 995 489/1	built-up land	1.462	ancillary building, building no. 350
5	plot 995 489/4	built-up land	207	green/open space
6	plot 995 489/5	built-up land	363	green/open space
7	plot 995 489/6	built-up land	4.385	green/open space and building no. 173
8	plot 995 *564	built-up land	145	administration, building no. 169
9	plot 995 *565	built-up land	288	cooking glue, building no. 170
10	plot 995 *578	built-up land	137	courtyard
11	plot 995 *579	built-up land	443	opened covered warehouse, building no. 338
12	plot 995 *581	built-up land	3.706	production ware hall, building no. 336
13	plot 995 *678	built-up land	381	fire brigade, building no. 351
14	plot 995 *679	built-up land	290	building no. 172
15	plot 995 1102/3	built-up land	126	courtyard
16	plot 995 1103/1	built-up land	734	courtyard
17	plot 995 1103/2	built-up land	138	courtyard
18	plot 995 1107/14	built-up land	2.565	courtyard
19	plot 995 1107/16	built-up land	2.396	production ware hall, building no. 337
20	plot 995 1107/17	built-up land	3.328	green/open space
21	plot 995 1107/18	built-up land	1.263	production ware hall, building no. 336
22	plot 995 1110/1	built-up land	1.259	green/open space
23	plot 995 1111/1	built-up land	773	green/open space
24	plot 995 1111/2	built-up land	749	green/open space
25	plot 995 1111/3	built-up land	137	green/open space
26	plot 995 1112/7	built-up land	1.317	green/open space, tank, building no. 165
27	plot 995 1112/18	built-up land	288	green/open space
28	plot 995 1112/19	built-up land	810	courtyard, warehouse, building no. 167
29	plot 995 1112/20	built-up land	3.107	green/open space
30	plot 995 1112/21	built-up land	238	courtyard
31	plot 995 1112/22	built-up land	525	building by the tank, building no. 341

3. Variant - for individual items of equipment

The subject of the third variant of sale is equipment, the list of equipment by technological units is shown on the website <http://www.netbid.com>.

4. Variant for AERO trademarks

The subject of the fourth variant of the sale are trademarks under the. no. 1 - 3:

1. AERO No. 9471356 (International classification of goods and services: 1, 7, 37, 39, 41 and 42 for the territory of Slovenia).
2. AERO No. 9471357 (International classification of goods and services: 1, 7, 37, 39, 41 and 42 for the territory of Slovenia)
3. AERO No. 764299 (International classification of goods and services: 1, 7, 17, 37, 40, 41 and 42 for the territory of Romania)

II. OFFER CONDITIONS

1. The non-binding collection of offers is a public invitation for offers where the opening price is not set and the obligation of the debtor to conclude a contract with the tenderer that gives the highest price is excluded (Article 328, paragraph 2 of ZFPPIPP Financial operations, insolvency proceedings and compulsory dissolution act);
2. The seller has authorised NetBid GmbH from Vienna to carry out the non-binding collection of offers and equipment marketing, which shall be done on the website <http://www.netbid.com> ;
3. Marketing on the website of NetBid Ag Vienna shall be performed under general terms and conditions which were agreed upon and apply for the sale of assets of AERO d.d. - in receivership and which shall be published on the websites <http://www.netbid.com> and are annexed to this invitation.
4. The collection of offers is of an informative nature and the debtor is not obligated to conclude a sales contract, even though the contract includes all bidding conditions.
5. Collection of offers is intended for the sale of assets on the basis of direct negotiations with bidders with the possibility of concluding a direct contract. Sale is made on the basis of Article 346 of the ZFPPIPP.

III. CONDITIONS OF PARTICIPATION AT COLLECTION OF OFFERS

1. Offers can be made by domestic and foreign, natural and legal persons. Participation is prohibited for persons determined in Article 337, paragraph 1 of ZFPPIPP;
2. Detailed conditions and the means of sending offers will be published by NetBid GmbH Vienna on the website <http://www.netbid.com>
3. The offer is submitted through the website <http://www.netbid.com> .

IV. THE TENDERER SELECTION PROCEDURE

1. The deadline for submitting offers is 30 November 2017 until 24:00.
2. The tenderers will be notified about the results of the collection of offers in 15 days after the deadline (Article 335, paragraph 7 of ZFPPIPP).
3. The debtor is not obligated to conclude a sales contract with the best tenderer.

V. OTHER

Buyers may receive all information regarding the assets in question from the representative of NetBid GmbH, Mr. Aleš Weikslar, every business day via telephone no. 00386 040 515 140 or via e-mail weikslar@netbid.com and on the websites <http://www.netbid.com>.

Buyers may inspect the list of equipment at the seat of the debtor and on the websites <http://www.netbid.com>.

The inspection of assets is possible by giving prior notice to the representative of NetBid GmbH.

General information about the method of sale is available at the official receiver, e-mail alenka.gril@galbi.si.

Celje, 26. 10. 2017

Official Receiver
Alenka Gril

Annexe:

- General terms and conditions

**WHICH APPLY FOR THE SALE OF
AERO, d.d. – in receivership, SLOVENIA**

NetBid Industrieauktionen AG (hereinafter "NetBid") manages the online platform for the interactive sale of used machines, equipment and properties (hereinafter "online platform"). The following general terms and conditions govern the legal relationship between NetBid, investors, buyers or sellers (hereinafter "investors" or "sellers") of products for sale (hereinafter "leased products" or "sold products") and persons who submit product offers for sales via the NetBid online platform (hereinafter "users" or "buyers").

I. General information

1. At registration, a user authorises NetBid to record, save and use their personal data and username as part of an online binding collection of offers. Registration is free and access to the online platform is only possible with a username and password. All user data is saved and used only for the performance of legal transactions and for managing the online platform.
2. Users identify themselves and prove their eligibility to use the online platform with their username and password. In order to ensure the confidentiality of this information and prevent abusive practices from unauthorised persons, certain measures need to be considered. After registration, NetBid gives the user their username and password. An access right does not exist. If incorrect information is entered or in the case of abuse, NetBid reserves the right to suspend access to the online platform. The user can cancel their registration.
3. The form of sale (AERO d.d. - in receivership, Ipavčeva 32, 3000 Celje for the object of selling real estate, trademarks and hardware and technological equipment according to the list on the location Tovarniška cesta 23, 3321 Šempeter in Savinjska dolina "Premium call for offers" is a call for offer with a wide range of additional NetBid platform services: with technical data and digital photographs of products on the website, their market value assessment and targeted advertising in professional magazines.

II. Special rules that apply to the form of online sale "Premium call for offers"

1. NetBid offers its services based on the chosen form of sale (see chapter I.3). The sale of objects in the form of sale "Premium call for offers" will be carried out by NetBid in the name and for the account of the seller in the investor's or buyer's interest.
2. The seller shall give NetBid their price expectations and the minimum price. The seller will not open a bid in the legal sense of the word. All provided information will be for the need of the binding call for offers.
3. The interested tenderer submits a legal binding offer for the sale and purchase agreement with the seller via NetBid's online platform, taking into account all information of the seller about the minimum price (opening price) and the time period for accepting offers (date, time). The sales contract between the seller and the tenderer becomes valid when the bankruptcy court approves the consent in accordance with Article 341 of ZFPPIPP (Financial operations, insolvency proceedings and compulsory dissolution act) to the sales contract between the buyer and the seller. The seller shall decide himself, in full discretion, which offer he shall accept. NetBid does not have any authority in choosing the tenderer and serves only as the intermediary between the seller and tenderers. NetBid does not take any guaranteed obligations regarding the selling rates. The possible guaranteed obligations can only be between the seller and the buyer, based on the contract which they both signed. Tenderers may inspect the objects for sale by giving prior notice via phone no. +386 40 515 140 Mr Aleš Weikler. Data accessible on NetBid's website, especially technical data and data on the size of the object, does not present guarantees of the object's properties. Used objects which the seller sold the buyer through NetBid's online platform are sold in their actual state and exclude any quality guarantees.
4. The binding of other tenderers in the call for offers tender ceases to exist when the seller chooses a binding offer.
5. With his offer to the seller and NetBid, the chosen tenderer shall make a sales and purchase agreement in three business days from the final deadline for the submission of offers (hereinafter "binding period"). During the binding period, NetBid has the right to reject a submitted offer of the best tenderer due to force majeure.
6. The chosen tenderer or buyer shall receive a sales contract via e-mail to sign and they have to return the signed contract via e-mail to the seller's e-mail address in three business days.
7. Until the purchase price, the intermediary's provision and all included taxes relating to the sale (hereinafter "payment obligation") are not covered in whole, the sale of the objects is invalid.
8. If the purchase price, the intermediary's provision as stated in chapter III. 1, and all included taxes are not settled in due time or the buyer does not accept the sale in due time and the extended time for payment also expires, the seller

has all the right to claim compensation for the non-performance of the contract and withdraw from it.

9. The buyer is obligated to take possession of the sale once the payment of all obligations has been made.

10. The transport or exhibition costs are paid by the buyer. The buyer is responsible for all damages incurred during the transport or exhibition of the sale. If exits need to be placed during the exhibition in the building or part of the building, the buyer is obligated to pay all costs of such activities. NetBid reserves all rights to charge damages that should arise in the building or to a third party during the exhibition or transport of the sale. Information regarding the sale and deposits are listed on the NetBid's website (<http://www.netbid.com>).

11. The sale is done on the "as is" principle. The seller does not guarantee for any material or hidden defects.

12. Access to the location where the objects are located with the purpose of their inspection and transport are done on the sole responsibility of the user. Responsibility of NetBid or seller is excluded.

13. The conditions that apply for the online platform also apply for the possible individual sale and purchase agreement.

14. Because the sale and purchase agreement is done between the seller and the best tenderer, NetBid does not take any responsibility for the sold object.

III. Additional auction rules

1. In the case of a successful sale and purchase agreement through the NetBid online portal, the buyer pays the following provision to NetBid:

- Continue on location, 15% buyer's provision without the seller's provision.
- Liquidation of the entire plant, 15% buyer's provision without the seller's provision.
- Liquidation of individual machines, 15% buyer's provision without the seller's provision.
- Sale of real estate individually, 15% buyer's provision without the seller's provision.

The amounts above apply for online purchase prices (without VAT or other corresponding taxes and costs).

2. In the case of a successful sale through NetBid's online platform or through the "Premium call for offers" form, the seller or investor only pays the provision to NetBid as was agreed upon in advance for every case separately.

This auction has no provision costs for the seller.

3. For purchase amounts exceeding EUR 100,000.00, the selected buyer must pay 10% of the value of the purchase price for the seriousness of the offer within 5 days after the seller's call.

4. In the case of a successful sale through NetBid's online platform via the "standard call for offers" or "Premium call for offers" forms, NetBid shall charge provision to the buyer or investor. Payment amounts are subject to VAT and other corresponding taxes. The provision can be paid with an approved cheque, irrevocably approved by the bank, or with a credit transaction to NetBid after the invoice has been sent via e-mail or regular mail. The buyer shall pay for all transaction costs and other costs. The provision is paid on the day when the invoice is received, regardless of the payment of the purchase price or legal claims arising from the purchase price. If payments are delayed, a 5% interest above the current interest rate of the European Central Bank shall be incurred. Buyers outside the European Union have to deposit the VAT or other corresponding taxes to NetBid at the outset. The VAT shall be returned after properly stamped original export documents which document the export have been submitted. Users inside the European Union are exempt from taxes when presenting their officially approved tax identification number.

5. In the case of negligence done on purpose or severe negligence, which presents a breach of the contractual and non-contractual obligations, especially when not considering the implementation, lateness, negligence or finalisation of the contract and unauthorised actions of their employees and agents, NetBid is exclusively accountable to investors and users. The exclusion of responsibility does not apply in cases of punishable offences of contractual conditions which enable a proper implementation of the contract on which the contractual parties rely (general obligations). In addition, the exclusion of responsibility does not apply for damages where life and health are endangered. The responsibility for all breaches of obligations, which is the consequence of severe negligence and the breach of general contractual obligations, is limited by typical and foreseeable damage. The upper statements apply for claims of investors and users for the compensation of incurred costs.

6. NetBid does not guarantee that the website <http://www.netbid.com> will always function and can therefore take no responsibility for potential connectivity problems. NetBid also does not take any responsibility if offers cannot be submitted or saved due to technical errors or force majeure.

7. Clients cooperating in the collection of offers (NetBid, investors, and users) agree to settle their disputes peacefully. If the resolution of their disputes cannot be made peacefully, the district court in v Celje, Slovenia.

26. 10. 2017