

The law firm Odvetniška družba Neffat o.p., d.o.o., Miklošičeva cesta 18, 1000 Ljubljana, authorised by the pledgee Nova Ljubljanska banka d.d., Trg republike 2, 1000 Ljubljana (hereinafter: the Pledgee or NLB d.d.), announces the following

PUBLIC AUCTION

for the sale of 17,228 shares of the company HOLDING PMP, naložbena dejavnost, d.d., Vinarski trg 1, 2250 Ptuj, company ID no. 2172429000 (hereinafter: Holding PMP d.d.), entered in the central register of dematerialised securities kept by KDD d.d. under the ticker symbol PMPG and owned by the pledgor UNIVIT trgovina in storitve, d.o.o. - in bankruptcy, Nazorjeva ulica 6, 1000 Ljubljana, company ID no. 1243535000 (hereinafter: the Pledgor).

1. Facts related to sales:

Based on the Agreement on the Pledge on Dematerialised Securities reg. no. 3068/135/2013, the Agreement on the Pledge on Dematerialised Securities reg. no. 3068/136/2013 and the Agreement on the Pledge on Dematerialised Securities reg. no. 3068/137/2013 (hereinafter: the Pledge Agreements), the Pledgee NLB d.d. has secured its receivables due from the Pledgor by a lien on 17,228 ordinary, registered, no-par value shares issued by Holding PMP d.d. with the ticker symbol PMPG, representing a 22.40% equity stake in the issuer's equity. The lien on the shares is entered in the central register of dematerialised securities kept by KDD d.d. The receivables of the Pledgee fell due and have not been settled, therefore on the basis of the legal provisions and provisions of Pledge Agreements concluded with the Pledgor the Pledgee announces a public auction in order to sell the pledged shares held by the Pledgor.

2. Subject of sale:

A lot of 17,228 ordinary, registered, no-par value shares issued by Holding PMP d.d. in dematerialised form and entered in the central register of dematerialised securities kept by KDD d.d. under the ticker symbol PMPG (hereinafter: the Lot).

3. Place and time of the public auction:

The public auction for the sale of the relevant shares will be held on 18/06/2015 at 1 p.m. on the premises of the Pledgee Nova Ljubljanska banka d.d., Trg republike 2, 1000 Ljubljana.

4. Sale conditions and auction rules:

- The opening price for 17,228 ordinary, registered, no-par value shares issued by Holding PMP d.d. with the ticker symbol PMPG is EUR 274,000 or approx. EUR 15.9043 per share. The subject of sale/purchase is solely the entire Lot.
- The auction shall be conducted by the law firm Neffat o.p., d.o.o., Miklošičeva cesta 18, 1000 Ljubljana, authorised by the Pledgee, in the Slovenian language. The auction shall commence by auctioning the opening price for the Lot. The bidders shall accept the announced price by calling "*sprejem*" ("I accept") and stating the name of the bidder. If one or more bidders accept(s) the opening price for the Lot, the auctioneer shall proceed auctioning by raising the opening price per share by 10,000 EUR, which shall be repeated until no bidder accepts the

last price even after the third call. Successful bidder shall be the one who has accepted the last but one price. If two or more bidders accept the last but one price, the successful bidder shall be the bidder who was the first to accept the price. If two or more bidders accept the price at the same time, the successful bidder shall be determined by lot carried out at the Pledgee's or auctioneer's discretion.

- If no bidder accepts the opening price for the entire Lot, the auction shall be suspended as unsuccessful.
- The auction is open, for participation and attendance, to domestic and foreign natural and legal persons who must by Monday 15/06/2015 at the latest credit to the account number of the Pledgee no.: SI56 0100 0000 5601000000 0200097, reference 05 3916804-292, opened with the Bank of Slovenia, the caution deposit in the amount of EUR 27,400.00 and by 4 p.m. on 16/06/2015 submit to the holder of authorisation at the address Odvetniška družba Neffat o.p., d.o.o., Miklošičeva cesta 18, 1000 Ljubljana, a certificate of paid caution deposit together with contact data of the bidder (name, company name, address, telephone, fax, e-mail), and the list of the persons to attend the auction and proof of their identity in line with these rules (last indent of this item of the public auction announcement). The Pledgee shall be exempt from the obligations set out in this indent. By joining the public auction, the bidder confirms that they are familiar with the subject matter that is auctioned, the opening price and these auction rules.
- The Share Purchase Agreement for the Lot shall be deemed concluded between the Pledgee and the successful bidder. If the successful bidder fails to pay the purchase price according to the rules of this auction, the caution deposit shall in full belong to the Pledgee (it shall not be returned to the bidder). In this case the Pledgee shall at their own discretion decide whether to offer to conclude the Agreement with the successive bidder who submitted the second best or ensuing bid at the public auction without repeating it. If two or more bidders submit matching bids, the second best or ensuing bidder shall be the one who submitted such a bid first. If two or more bidders accepted the announced price at the same time, the successful bidder shall be determined by lot carried out out at the Pledgee's or auctioneer's discretion.
- Unsuccessful bidders are reimbursed the caution deposit without interest on the third (3rd) working day following the close of the public auction, provided that they have submitted to the Pledgee a written request for the reimbursement of the caution deposit, stating the account to which the caution deposit is to be reimbursed. If the written request for the reimbursement of the caution deposit to the Pledgee is submitted later, the unsuccessful bidder is reimbursed the caution deposit without interest on the third (3rd) working day following the submission of the written request for the reimbursement of the caution deposit, stating the account to which the caution deposit is to be reimbursed.
- The written Share Purchase Agreement, the subject of which is the Lot of 17,228 ordinary registered no-part value shares of the issuer Holding PMP d.d with the ticker symbol PMPG shall be signed by the buyer immediately after the auction at the location of the auction and the Pledgee shall sign it according to the internal rules of the bank no later than in 8 days after the auction and send it to the buyer's address.
- Payment of price: the buyer must pay the purchase price, deducted by already paid caution deposit, in 30 days after concluding the auction to the account set out in the share purchase agreement. The caution deposit is considered as an advance payment and included in the purchase price. Timely payment of the purchase price is an essential component of the Agreement. If the buyer does not remit the whole remaining part of the purchase price (total purchase price deducted by the already paid caution deposit) to the account set out in the share purchase agreement, the share purchase agreement is considered annulled and the

Pledgee retains the caution deposit/advance payment. In the case of agreement annulment the Pledgee shall at their own discretion decide whether to offer to conclude the Agreement with the successive bidder who submitted the second best or ensuing bid at the public auction without repeating it. If two or more bidders submit matching bids, the second best or ensuing bidder shall be the one who submitted such a bid first. If two or more bidders accepted the announced price at the same time, the successful bidder shall be determined by lot carried out at the Pledgee's or auctioneer's discretion.

- The shares shall be bought on an "as is" basis and the "all or none" basis.
- The buyer shall pay all taxes and costs related to the transfer of the subject of sale.
- The transfer of shares and deletion of lien in the register of KDD d.d.: the Pledgee shall submit an order to transfer the shares to the dematerialised securities account of the buyer and to delete the lien at the latest by the fifth (5) working day after receiving total purchase price to their account.
- The buyer shall make sure that the shares are obtained according to the competition rules and is obligated to notify the transaction to the authority competent for concentration supervision, if so stipulated by law. The Pledgee shall not be liable to the buyer and shall not be obligated to reimburse them the paid purchase price if it is subsequently established that the share purchase was not consistent with the competition rules due to concentration.
- Before the start of the public auction the bidders shall prove their identity as follows: natural persons by an identification document and legal persons by an extract from the Companies Register that must not be older than 30 days. Foreign legal persons shall prove their identity with a certified translation of an extract from the Companies Register applicable in the area of their registered office that must not be older than 30 days. If the bidder is represented at the auction by an authorised person or a person who is not a legal representative or a person who is entered in the Companies Register as the authorised person, such representative or the authorised person shall submit a power of attorney for representing the bidder that must contain also the authorisation for concluding the Share Purchase Agreement. The power of attorney has to be certified by a notary public, should the authorised person be other than attorney at law.

5. The right of cancellation:

The Pledgee reserves the right to cancel the public auction at any time and for whatever reason or without stating the reasons, and it may cancel the auction before it starts or when in progress. The bidders may not exercise any claims against the Pledgee due to the cancellation of the auction. The Pledgee shall cancel the public auction by publishing the public auction cancellation on their website or at the public auction itself. If the public auction is cancelled, the Pledgee shall reimburse the caution deposit without interest to a respective bidder on the third working day following the cancellation of the public auction, provided that the bidder has submitted to the Pledgee's address for certificates of paid caution deposits a written statement stating the account to which the caution deposit is to be reimbursed. If the written statement is submitted later, the caution deposit shall be, without interest, refunded on the third working day following the date of submitting the statement specifying the number of the account to which the caution deposit is to be refunded.

6. Additional information:

Potential bidders may obtain additional information from the law firm Odvetniška družba Neffat o.p., d.o.o., Miklošičeva cesta 18, 1000 Ljubljana – attorney at law Domen Neffat (tel. 01 300 00 61).

The Pledgee forwards a non-binding notification to the potential buyers that the receiver of UNIVIT d.o.o. - in bankruptcy informed them that the monetary receivable of UNIVIT d.o.o. - in bankruptcy due from Holding PMP d.d. was being sold in the bankruptcy proceedings.

7. Governing law and jurisdiction:

This announcement, the related procedures, the public auction and the Share Purchase Agreement are subject to Slovenian law. The court of Ljubljana has exclusive jurisdiction over any disputes.

The law firm Odvetniška družba Neffat o.p., d.o.o., authorised by the Pledgee NLB d.d., Trg republike 2, 1000 Ljubljana