

Extract of basic information from The Binding Conditions to tender for the selection of candidates for acquisition of The Bankrupt(hereinafter only „The Binding Conditions“)

I. Invitation to tender for the sale of NCHZ,a.s. v konkurze

Slovenská správcovská a reštrukturalizačná, k. s., trustee mark S1240, IČO: 44 088 833, Horná 23, 974 01 Banská Bystrica, The Slovak Republic (hereinafter only „**The Trustee**“), the Bankrupt Trustee of **Novácke chemické závody, a.s.** v konkurze, IČO: 31 616 755, so sídlom M. R. Štefánika 1, 972 01 Nováky, The Slovak Republic (hereinafter only „**The Bankrupt**“) hereby announces a public tender for sales of The Bankrupt's assets which includes mainly The Bankrupt's business (hereinafter only „**The Tender**“). The Trustee will transfer The Bankrupt's belongings, rights and other assets forthwith to The Tender winner with a Contract of Sale.

The Tender is deemed to commence on 12.08.2010. The entire tendering procedure is executed in the Slovak language.

II. Participation conditions in the Tender and the Application

- 2.1 The Tender may involve any Slovak or foreign, private or legal person or other entity which is recognized under the law governing its legal personality vested with capacity to acquire rights and bear obligations, delictual competency in the scope of liability for infringement of private (including contractual) obligations, and also unlimited capacity to act in legal matters (hereinafter referred to as "The Tenderer") and meets all of the following conditions:
 - 2.1.1 There was no bankruptcy, restructuring and reorganization instituted against The Tenderer or similar proceedings under foreign law, without prejudice to the position of The Tenderer as a creditor in such proceedings;
 - 2.1.2 There were no enforcement proceedings instituted against The Tenderer, or if a legal person, is not in liquidation nor are similar proceedings held against him under foreign law;
 - 2.1.3 The Tenderer has no outstanding financial obligations to The Bankrupt.
- 2.2 Interested parties may participate in The Tender delivery by sending a written application containing all the substantive and procedural requirements and mandatory enclosures under this article of The Binding Conditions (hereinafter only „The Application“) to The Trustee latest by 02.09.2010 until 16.00 (CET). The Application shall only be considered received when physically delivered to The Trustee's address, Horná 23, 974 01 Banská Bystrica, The Slovak Republic no later than the deadline mentioned in the previous sentence. **Submission of applications on the last day** by the post, fax, e-mail, telex or by other similar manners **will not be sufficient**.
- 2.3 Each Application received by The Trustee, in addition to other requirements under these Binding Conditions, must include:
 - 2.3.1 Precise indication of The Tenderer. Individuals without a business license are required to state their name, date of birth and address of their permanent or temporary residence. Individuals authorized to conduct business are required to state their name, identification number (if they are assigned one), name and place of business register in which they are registered. Legal persons are obliged to fill in their name or business name, identification number (if they have any), address and indicate the register in which they are entered.
 - 2.3.2 The delivery address during The Tender located in the Slovak Republic as well as an e-mail address for electronic communications;
 - 2.3.3 A document, no older than 3 months, that clearly states a list of action The Tenderer is approved to conduct business in.

- 2.3.4 In the case of a legal person, a registration document proving its creation and existence. Such document is primarily a full certificate of incorporation or other similar business record which administers foreign legal persons. This document, under 2.3.4, must not be older than three months.
- 2.3.5 Affidavit of Compliance with any and all of the conditions in paragraph 2.1 of this article (II) of the Binding Conditions (hereinafter only „**Affidavit of Compliance**“);
- 2.3.6 Exact verbal expression of interest expressing The Applicant's will to participate in The Tender in accordance with these Binding Conditions.
- 2.4 One copy of the documents and papers under the previous paragraph (2.3) of this Article of the Binding Conditions ought to be sent to The Trustee. The Application containing all the essentials under items 2.3.1, 2.3.2 and 2.3.6 of paragraph 2.3 of this article and Affidavit of Compliance by point 2.3.5 paragraph 2.3 of this Article must be submitted in original form (the original). Documents under items 2.3.3 and 2.3.4 of 2.3 paragraph of this article may be submitted in the form of officially certified photocopies of original documents.
- 2.5 **The application and all its annexes must be submitted in Slovak language.** For applications and / or documents forming an annex, prepared in a language other than Slovak language for The Tender by The Tenderer must always submit their certified translation into Slovak language.
- 2.6 The Application and the Affidavit of Compliance **must be signed by The Tenderer** or a person / persons acting on behalf of The Tenderer (the statutory body).
- 2.7 The Tenderer is entitled to have a third party representative in the Tendering procedure under the Power of Attorney granted in writing (hereinafter only "**Power of Attorney**"). The scope of authorisation to act resulting from this proxy must include all acts and actions under these conditions The Tenderer is obliged to or entitled to undertake.
- 2.8 If The Tenderer is an individual person with an address or a registered place of business in another country other than the Slovak Republic or a legal person established under a law other than the Slovak Republic and / or located in another country other than the Slovak Republic (hereinafter only "**The Foreign Entity**") is **obliged to be represented in The Tender by a lawyer or established European lawyer registered in the list maintained by the Slovak Bar Association, with a residence in the Slovak Republic.** Previous Item (2.7) of this Article (II) regarding the Power of Attorney, the scope of authorization to act resulting from the proxy and its usage in The Tender applies equally to the representative of The Foreign Entity under this section.

III. Overview of other important dates

By 13.09.2010 until 16:00 (CET)

Candidates who satisfy all conditions of Article II of the Binding Conditions shall be send a written notice that they became full participants in The Tender (hereinafter only "The Participant") together with appendices necessary to continue with the bid. Attachments are:

- One copy of the Binding Conditions
- Information memorandum;
- Enquiry form;
- Two unsigned copies of the Contract of The Future Contract about the sale of The Bankrupt assets (hereinafter just „**ZOBZ**“);

(hereinafter just „**Notification to Participants**“)

If the participant's application has formal deficiencies The Trustee, within three days, invites The Participant to remedy the deficiencies. If The Participant removes criticized shortcomings by 13.09.2010 to 16.00 (CET), The Trustee shall transmit "the Notification to Participants" to him.

By 01.10.2010 until 16.00 (CET)

The Participant is obliged to:

- Deliver two signed copies of the ZOBZ proposal to The Trustee; signature must be officially certified;
- Make a transfer by that date to the account of The Bankrupt, account number 20316037/6500 in Poštová banka, a.s., Prievozská ul. 2/B, 821 09 Bratislava, BIC: POBNSKBA, IBAN: SK166500000000020316037, financial collateral of 2 000 000 Eur; the collateral is only considered deposited if the sum of 2 000 000 Eur has been assigned to The Bankrupt's account. The Participant is obliged to show an evidence of the deposited financial collateral with a written document delivered to The Trustee.

By 04.10.2010

The Trustee will send a written notice of termination in The Tender procedure to a Participant, who had not timely and properly fulfilled and / or certified duties which The Participant should have met and / or certified by 01.10.2010 until 16.00 (CET). If The Participant by 11.10.2010 additionally meets these obligations, The Trustee may decide whether the Participant's involvement in the tendering procedure will continue.

By 21.10.2010 until 16.00 (CET)

Participants can ask The Trustee to incorporate their comments into the proposed contract of sale of The Bankrupt's business. The Trustee can accept these comments.

From 21.10.2010 to 02.11.2010

There will be room created for The Participants of The Tender to acquire additional information and data about The Bankrupt as well as The Bankrupt's assets in the Due Diligence process always between 09.00 (CET) until 15.00 (CET). The range will be defined by The Trustee.

By 15.11.2010 until 15.00 (CET)

The Participants must deliver a written offer that meets the substantive and procedural requirements under Article V of The Binding Conditions. Binding offers received by The Trustee after this date and / or offers not meeting the formal requirements and / or an offer made by a person other than The Participant will not be accepted.

By 29.11.2010

The Trustee shall evaluate the bids and review them according to the amount of remuneration criteria offered by The Participants. A Participant whose offer will be evaluated as the best (hereinafter only "The Winning Bid") will be sent by The Trustee a written notice with a brief instruction on how to proceed. The Trustee is authorized to reject all bids.

By 09.12.2010

The Trustee shall send a written notification to unsuccessful applicants and their deposited collateral will be returned to them. The Trustee, in writing, offers The Bankrupt's assets to the Slovak Republic, represented by the National Property Fund (hereinafter only "NPF"), selling the Bankrupt's assets at a price equal to the winning bid.

IV. The right of preferential acquisition

Slovak Republic, represented by the NPF has preferential right to acquire The Bankrupt's assets. The Trustee after selecting the winning bid offers to the Slovak Republic, represented by the NPF, The Bankrupt's assets. From the delivery date, the Slovak Republic has a time limit of 120 days (hereinafter only "The Period"). If the Slovak Republic in The Period accepts the offer, The Trustee cancels The Tender and sends a cancellation notification to the winner of The Tender and returns the financial collateral to him. If, within The Period, the Slovak Republic does not accept the offer or notifies The Trustee about its rejection, The Trustee sends The Participant who gave the winning bid proposal for the conclusion of the sale of The Bankrupt's assets.

This document is not legally binding and is designed for rapid orientation of potential candidates in the binding Terms and Conditions in the tender for the acquisition of The Bankrupt's assets. For complete information about the tender, it is necessary to consult the full Slovak version of the document.