

Translation from German

TERMS OF REALISATION
in the bankruptcy proceedings over the assets of the debtor in insolvency
Teak Holz International AG,
case number 17 S 97/15m of Regional Court Linz

1. Introduction

1.1 Insolvency Proceedings

1.1.1 By decision of Regional Court Linz dated 9 September 2015 reorganisation proceedings without the debtor in possession were opened under case number 17 S 97/15m over the assets of Teak Holz International AG, Wiener Strasse 131, 4020 Linz (registered office stated in the Business Register: Stallburggasse 4, 1010 Vienna), which is registered in the Business Register of Commercial Court Vienna under FN [Business Register Number] 27141p.

1.1.2 By decision of the same date Regional Court Linz appointed Dr. Gerhard Rothner, lawyer, Hopfengasse 23, 4020 Linz, insolvency administrator (Dr. Gerhard Rothner is a managing shareholder of Wildmoser/Koch & Partner Rechtsanwälte GmbH, whose registered office is in Linz).

1.2 The debtor in insolvency (Debtor)

1.2.1 Teak Holz International AG is the parent of a group of companies that is engaged in the (sustainable) cultivation of teak. Regarding the group structure reference is made to Annex 1. The tasks related to cultivation and subsequent exploitation of the

timber are divided into four segments. The holding companies in Costa Rica own the land, actual cultivation is carried out by "Servicios Austriacos Uno S.A." ("SAU"), whose registered office is in Costa Rica. The timber is distributed by Teak Holz Handels- und Verarbeitungs GmbH (FN 247654y), whose registered office is in Austria. Apart from holding the described investments, the debtor itself is engaged in certain service and distribution activities.

1.2.2 The debtor holds interests in the following companies (the shareholding in the respective company is stated in brackets):

- Teak Holz Handels- und Verarbeitungs GmbH, FN 247654y, Austria (100%)
- Servicios Austriacos Uno S.A., Costa Rica (100%)
- THI America S.A., Costa Rica (100%)
- Finca De Los Austriacos S.A., Costa Rica (83,7%)
- Finca De Los Austriacos Numero Dos S.A., Costa Rica (100%)
- Finca De Los Austriacos Teca Tres S.A., Costa Rica (100%)
- Finca De La Teca, S.A., Costa Rica (100%)
- Plantacion Austriaca Teca S.A., Costa Rica (100%)
- Segunda Plantacion Austriaca Teca S.A., Costa Rica (100%)

1.2.3 In the past the Debtor granted Servicios Austriacos Uno S.A. a loan of approximately EUR 3,270,000, a part of which was converted into equity in 2007 (cf. Clause 3.2.4). Thus, EUR 696,693.81 were outstanding at the time the insolvency proceedings were opened.

1.3 Continuation of business during the insolvency proceedings

1.3.1 Currently the debtor's business is being continued for an indefinite period of time.

1.3.2 So far, management of the plantations in Costa Rica and the activities of Servicios Austriacos Uno S.A. have been maintained through a loan granted by a group of creditors of the convertible bond, who might be interested in future acquisition of

the interests. In turn, they demanded that SAU subordinate its accounts receivable from the holding companies and at the same time asked to be provided with collateral security for the same on the land of the holding companies. The Insolvency Administrator has himself agreed that collateral of up to EUR 240,000 be furnished for the holding companies and the operating company plus an additional EUR 70,000 for the debtor's financing.

- 1.3.3 Substantial set-off claims and set-off liabilities exist between the different companies, which will be paid during the insolvency proceedings only to the extent that this will be necessary to maintain liquidity.

2. Definitions

The terms used herein shall have the following meaning:

- 2.1 "Preferred Creditors" means creditors of the debtor who are entitled to preferred satisfaction out of the Debtor's assets pursuant to Section 10 of the Austrian Insolvency Code [*Insolvenzordnung*].
- 2.2 "Bidder" means a natural or legal person that has made an offer to acquire the object of the purchase to the Insolvency Administrator. If and when a contractual relationship has been established with that person, it will be referred to as the Purchaser.
- 2.3 "Offer" means the statement of a Bidder that it wishes to conclude a purchase contract with the Insolvency Administrator for consideration in compliance with the regulations set forth in these Terms of Realisation.
- 2.4 "Holding Companies" means the companies listed in Clause 3.1.1, whose registered offices are in Costa Rica and in which the Debtor holds interests.
- 2.5 "Operating Company" means Servicios Austriacos Uno S.A.

- 2.6 "Acquirer" means the Bidder who has been awarded the contract by the Insolvency Administrator.
- 2.7 "Auction" means the procedure regulated in the Terms of Realisation for the sale of the Debtor's interests and accounts receivable.
- 2.8 "Insolvent's Estate" means the assets of Teak Holz International AG having legal personality of their own.
- 2.9 "Insolvency Administrator" means Dr. Gerhard Rothner, lawyer, Hopfengasse 23, 4020 Linz.
- 2.10 "Interested Party" means the natural or legal person that has declared his/her/its intention vis-à-vis the Insolvency Administrator to purchase and take delivery of the Object of the Purchase and to fulfil the remaining obligations in accordance with the Terms of Realisation.
- 2.11 "Object of the Purchase" means the Debtor's interests in the Operating Company and the Holding Companies in Costa Rica.
- 2.12 "Purchase Contract" means the contract on the sale of the interests in the Operating Company and the Holding Companies which was concluded at the Auction by the Insolvency Administrator's award of the contract.
- 2.13 "Purchase and Assignment Contract" means the contract on sale and assignment of the Debtor's interests in the form of Annex 3.
- 2.14 "Liens" means the collateral security in the form of shares in the Holding Companies granted to SEMPER CONSTANTIA PRIVATBANK AKTIENGESELLSCHAFT by pledge agreement of September 2010.

- 2.15 "SAU" is the abbreviation for Servicios Austriacos Uno S.A.
- 2.16 "Debtor" means Teak Holz International AG.
- 2.17 "Conclusion of the Contract" means conclusion of the purchase contract on the Object of the Purchase.
- 2.18 "Realisation" means the sale of the Debtor's shares in Servicios Austriacos Uno S.A., Costa Rica (100%), in Finca De Los Austriacos S.A., Costa Rica (83.7%), in Finca De Los Austriacos Numero Dos S.A., Costa Rica (100%), in Finca De Los Austriacos Teca Tres S.A., Costa Rica (100%), in Finca De La Teca, S.A., Costa Rica (100%), in Plantacion Austriaca Teca S.A., Costa Rica (100%) and in Segunda Plantacion Austriaca Teca S.A., Costa Rica (100%).
- 2.19 "Convertible Bond" means the *5% Teak Holz International AG Convertible Bond 2010 to 2015* issued by the Debtor in the amount of EUR 15,600,000.
- 2.20 "Award of the Contract" means the statement of the Insolvency Administrator that he will conclude the Purchase Contract with the Bidder stated in the Award of the Contract. It constitutes contractual acceptance of the Bidder's Offer.

3. Subject matter of realisation

3.1. Sale of the Debtor's interests in the Holding Companies

3.1.1 The Holding Companies are

- Finca De Los Austriacos S.A., Costa Rica (83.7%)
- Finca De Los Austriacos Numero Dos S.A., Costa Rica (100%)
- Finca De Los Austriacos Teca Tres S.A., Costa Rica (100%)
- Finca De La Teca, S.A., Costa Rica (100%)
- Plantacion Austriaca Teca S.A., Costa Rica (100%)

- Segunda Plantacion Austriaca Teca S.A., Costa Rica (100%)

3.1.2 The Holding Companies hold the registered capital stated in the following list, which is divided into registered shares with the stated par value (currency: Costa Rican colón):

Company	Number of shares	Par value	Registered capital
Finca De Los Austriacos S.A.	405	3,500	1,417,500
Finca De Los Austriacos			
Numero Dos. S.A.	10	1,000	10,000
Finca De Los Austriacos			
Teca Tres S.A.	10	1,000	10,000
Finca De La Teca, S.A.	12	1,000	12,000
Plantacion Austriaca Teca S.A.	100	100	10,000
Segunda Plantacion Austriaca			
Teca S.A.	100	100	10,000

3.1.3 Accordingly, the Object of the Purchase is

- 339 registered par value shares in Finca De Los Austriacos S.A., which are equal to an interest of 83.7% in the registered capital,
- 10 registered par value shares in Finca De Los Austriacos Numero Dos S.A.,
- 10 registered par value shares in Finca De Los Austriacos Teca Tres S.A.,
- 12 registered par value shares in Finca De La Teca, S.A.,
- 100 registered par value shares in Plantacion Austriaca Teca S.A. and
- 100 registered par value shares in Segunda Plantacion Austriaca Teca S.A..

3.1.4 The Object of the Purchase as defined in Clause 3.1.3 has been pledged to SEMPER CONSTANTIA PRIVATBANK AKTIENGESELLSCHAFT under the pledge agreement of September 2010 for the benefit of claims of the Creditors of the Convertible Bond; the effectiveness of that pledge is currently subject to debate. Notwithstanding this debate Section 120 of the Austrian Insolvency Code shall

apply to the way in which the lien will be dealt with. However, this shall constitute no acceptance of the lien.

- 3.1.5 The accounts receivable and accounts payable of the Holding Companies vis-à-vis other group companies and third parties have been disclosed to the Interested Parties pursuant to Annex 2 (explanations on individual items will be given in the following paragraphs) and by means of the documents made available pursuant to Clause 6.2 as far as they were known by the Insolvency Administrator from documents of the Debtor. In addition, the Interested Parties were informed that the Holding Companies had furnished collateral for accounts receivable by the Operating Company or for the benefit of third parties. In the course of the insolvency proceedings neither the Insolvent's Estate nor the Insolvency Administrator will make any warranty or assume any liability for complete recording and accuracy of such accounts receivable and accounts payable. Accounts payable which are subsequently identified shall exclusively be taken into account in accordance with and to the extent of the regulation laid down in Clause 4.4.1. Inclusion of an account payable in Annex 2 shall constitute no acceptance of the relevant claims, neither as to the merits nor as to the amount.
- 3.1.6 Finca de los Austriacos Numero Dos S.A. granted usufruct rights in the years 2004/2005. They are based on the assumption that the company possesses an area of 74 ha designated for the afforestation of teak. One usufruct certificate represents the right of usufruct with respect to 1/74 share of that area. A total of 26 usufruct certificates were issued.
- 3.1.7 Graf [Count] Gotthard von Pilati has granted credit to the Debtor and has issued sureties for loans of the Debtor vis-à-vis several banks. To secure the granted loans and possible rights of recourse in the case that he is held liable as a surety Graf Gotthard von Pilati was granted a lien in land up to a maximum of USD 10.7 million on real property of Segunda Plantacion Austriaca Teca S.A. By doing so, a subsidiary of the Debtor granted liens for liabilities of its parent company, a fact that may fulfil the necessary elements of inadmissible refund of contributions under

Austrian law. In the time available and with the funds of the insolvency proceedings the question whether this is also the case under Costa Rican law could not be clarified. Concerns also exist with a view to lack of approval from the Debtor and/or its subsidiaries.

3.1.8 On 22 August 2014 Venus Capital Investments S.A. (“Venus”) concluded a purchase contract on the acquisition of teak with Finca de Los Austriacos S.A. (“Finca Uno”). This contract was amended several times by side agreements dated 28 August 2014, 22 September 2014 and 16 October 2014. The most recent purchase price amounted to EUR 2.4 million. In fact, however, only EUR 1.725 million of this purchase price have actually been paid pursuant to the ascertainment of the Insolvency Administrator; a partial amount of EUR 425,000 of the purchase price was offset against the loans granted to the Debtor. Whether the parties had actually seriously intended the consummation of the purchase contract is, from the point of view of the Insolvency Administrator, at least doubtful. The contract rather provides that instead of performance of the purchase contract by mutual option rights (put and call options) substitute payments of a significant amount have to be made instead of delivery or as the purchase price for return delivery. The basis for calculation of the account payable was the purchase price of EUR 2.15 million settled by payment or set-off. The additional amount resulting from the options was allocated over the relevant months on a straight-line basis and added to the purchase price on a pro rata basis so that the current value of the account receivable is EUR 2,584,920. The account receivable by Venus has been secured by a lien in land on properties of Finca Uno. Substantial objections to the existence or at least to the amount of the account receivable by Venus were raised by various parties in the course of the insolvency proceedings.

3.1.9 The Costa Rican lawyer and notary public, Slawomir Wiciak, who acted on behalf of Finca Uno has charged a fee of USD 442,676 for services rendered in connection with registration of the lien in land on properties of Finca Uno in favour of Venus.

- 3.1.10 Currently the plantations are thinned out. Full harvest is carried out at the plantations of Finca de los Austriacos Teca Tres S.A. which, according to currently available information, should be terminated until Closing

3.2 Sale of the interest in the Operating Company

- 3.2.1 The Operating Company holds the registered capital stated in the following list, which is divided into registered shares with the stated par value (currency: Costa Rican colón):

Company	Number of shares	Par value	Registered Capital
Servicios Austriacos Uno S.A.	10	1,000	10,000

- 3.2.2 Accordingly, the Object of the Purchase is 10 registered par value shares in Servicios Austriacos Uno S.A.

- 3.2.3 Clause 3.1.5 shall apply to the accounts receivable and accounts payable by the Operating Company *mutatis mutandis*.

- 3.2.4 In the past the Debtor granted SAU credit of up to approximately EUR 3,270,000. With effect as of 1 January 2008 and 30 September 2010 some of these accounts receivable were converted into free or unappropriated capital reserves to recognise the same as equity of SAU. Thereafter outstanding accounts receivable of EUR 696,693.81 have remained under the loan granted, which are due. The Debtor will waive these accounts receivable from SAU (Clause 5.3.3) if the purchase contract is legally effective.

- 3.2.5 At the date the insolvency proceedings are opened Teak Holz Handels- und Verarbeitungs GmbH has an account receivable from SAU of EUR 895,505.31. It is expressly pointed out that the Purchaser will take over the account receivable and that no waiver of the account receivable is attached to the present realisation procedure.

4. Pricing

4.1 General provisions

4.1.1 A total price for all portions of the Object of the Purchase shall be offered.

4.1.2 The Purchase Price for all portions of the Object of the Purchase shall be equal to the proceeds from the auction procedure carried out in accordance with Clause 6 (highest bid). It is a net price. Thus, the transaction duties, costs and charges related to conclusion and execution of the Contract shall exclusively be borne by the Purchaser.

4.2 Allocation of the Purchase Price; Costs of special estate

4.2.1 The Purchase Price (the highest bid), at which the Purchase Contract is concluded after the auction procedure, must be allocated as follows:

- 38% for acquisition of the Operating Company
- 62% for acquisition of all Holding Companies

4.2.2 In his/her or its Offer the Bidder shall, in addition, disclose the proportion in which it will allocate the Purchase Price for acquisition of all Holding Companies to those companies.

4.2.3 Costs of special administration and realisation of the Holding Companies and allocation of the realisation proceeds from the same to Preferred Creditors, if any, shall be as defined in Section 49 (1) of the Austrian Insolvency Code und will be paid out of the special estate in advance.

4.2.4 The Insolvency Administrator is entitled to buy the results of the due diligence review carried out by some Interested Parties against reimbursement of the costs if it

is ensured that these results can be made available also to the other Interested Parties in time. The costs resulting therefrom are costs of the special estate as defined in Section 49 (1) of the Austrian Insolvency Code if they relate to the Holding Companies and will be treated as such by the Insolvency Administrator. The remaining costs relate to the general estate.

4.3 Terms of Payment

4.3.1 Subject to Clause 4.4.2 below payment of the Purchase Price shall be made in cash into a special account of the Insolvency Administrator which was set up for these purposes. 95% of the Purchase Price is due within eight days of fulfilment of the condition precedent (Clause 5.1.2). The remaining 5% of the Purchase Price is due within 6 months of fulfilment of the condition precedent (Clause 5.1.2) if and to the extent that this amount has not been provably used by the Purchaser for paying accounts payable related to the time before Closing and which (i) have been specified in Annex 2 as to the merits but exceed the amount stated therein or (ii) have not been specified in Annex 2. The Purchaser has to secure this part of the purchase price in the amount of 5% by handing over an unconditional abstract guarantee of an Austrian bank that can be used on first demand and with a minimum term until 30 November 2016. The Insolvency Administrator and his representative must be authorised to draw on the guarantee with no further requirement and to transfer the entitlements under the guarantee to third parties. In addition, any reduction of the purchase price is excluded.

4.3.2 The Purchaser is entitled to take over the accounts receivable by the Creditors of the Convertible Bond either up to the amount of the Purchase Price attributable to the Holding Companies or, at its option, beyond that amount as a set-off for the portion of the Purchase Price attributable to acquisition of the Holding Companies (Clause 4.2.1, second indent); such set-off shall be limited to the Purchase Price portion defined in Clause 4.2.1, second indent. It has to be ensured that the costs of the special estate can be paid out of the special estate in advance; accordingly, the Purchase Price portion for the Holding Companies which is necessary to cover the

costs of the special estate shall be paid in cash. The Insolvency Administrator undertakes to notify the Purchaser of the amount of those costs of the special estate not later than at the time of fulfilment of the condition precedent (Clause 5.1.2).

- 4.3.3 The decision whether the set-off provided for in Clause 4.4.2 will be effected by the nominal amount of the account receivable that has been taken over (obviously only to the extent that it is covered by the Purchase Price portion defined in Clause 4.2.1, second indent) or by a lower amount will depend on Clause 6.6.3. In addition, offsetting shall only be possible if the Purchaser provides the Creditors' consent to assumption of their account receivable and a statement from them that they will not claim any rights to participate in the insolvency proceedings neither in whole nor in part, be it in the form of a waiver of claim or an insolvency deferral agreement. For making an insolvency deferral agreement it is sufficient for the Creditor to waive its right to securing or satisfying its dividend claim in the course of fulfilment of a reorganisation plan. Proof shall be provided to the Insolvency Administrator by Closing.

5. Purchase Contract

5.1 General

- 5.1.1 By Award of the Contract in the auction procedure (Clause 6.7.6) the Purchase Contract on the entire Object of the Purchase will be bindingly concluded between the Insolvency Administrator and the Bidder at the supplementary terms provided for in the Terms of Realisation and their Annex 3.
- 5.1.2 According to Section 117 (1) No. 1 of the Austrian Insolvency Code the Purchase Contract requires approval from both the creditors' committee and the insolvency court. In this respect, the Purchase Contract is therefore subject to a condition precedent. The condition precedent shall be deemed fulfilled at the date of approval by the insolvency court. This shall apply also if an appeal is lodged against the

approval decision that remains unsuccessful. If reference is made to fulfilment of the condition precedent in these Terms of Realisation, this means the said date.

5.2 Additional terms and conditions

5.2.1 The Debtor or the Insolvent's Estate and their creditors and shareholders might be entitled to claims vis-à-vis (former) bodies/officers, (former) shareholders, auditors who audited contributions in kind and auditors of financial statements. If and when in proceedings for enforcing these claims or in criminal proceedings against persons belonging to the aforementioned group the court or the prosecution authority appoints experts, the Purchaser already at this point irrevocably agrees to grant those experts access to all plantations upon prior notice at any time.

5.2.2 The other contents regarding the sale and transfer of interests can be seen from Annex 3. These additional terms and conditions have to be expressly accepted by the Bidder at the time it makes its Offer.

5.2.3 Offers which deviate from the Terms of Realisation and Annex 3 may be excluded by the Insolvency Administrator with no additional procedure being required (Clause 6.10.).

5.3 Time of performance ("Closing")

5.3.1 The Insolvency Administrator will inform the Purchaser about fulfilment of the condition precedent without delay and invite it to Closing. Closing will take place within 14 days of fulfilment of the condition precedent (Clause 5.1.2). If, however, an appeal was lodged against the approval of the sale by the insolvency court, the Insolvency Administrator is entitled and obliged to postpone Closing until the decision of the insolvency court will have become non-appealable.

5.3.2 The following requirements must be fulfilled at the Closing date:

- Full deposit of 95% of the Purchase Price in the special account of the Insolvency Administrator;
- Presentation of the bank guarantee provided for in Clause 4.4.1 to secure the remaining 5% of the Purchase Price.
- Proof of approval from the Creditors of the Convertible Bond to take over their accounts receivable as a set-off against the Purchase Price for acquisition of the Holding Companies in combination with a statement as defined in Clause 4.4.3, provided that the Purchaser demands that the assumption of those accounts payable be set off against the Purchase Price.

5.3.3 If the requirements set forth in Clause 5.3.2 are fulfilled at the Closing date, the Insolvency Administrator shall

- sign the contract in the form of Annex 3 together with the Purchaser;
- endorse the shares representing the Debtor's interest in the Operating Company and the Holding Companies and hand over the share certificates to the Purchaser;
- declare the Debtor's waiver to its accounts receivable from SAU (Clause 3.2.4).

5.4 Cancellation rights

5.4.1 If the Purchase Price is not approved pursuant to Section 117 (1) No. 1 of the Austrian Insolvency Code or not approved within a period of 14 days from Award of the Contract, the Insolvency Administrator and the Purchaser will be entitled to cancel their contractual commitment by a simple written statement. The same shall apply if approval is expressly denied. If an appeal is lodged against the insolvency court's approval, the period will be extended for as long as the appeal will be processed.

5.4.2 If the requirements provided for in Clause 5.3.2 are not fulfilled or not fulfilled in full at the Closing date, the Insolvency Administrator will be entitled to rescind the Purchase Contract after having granted the Purchaser a grace period of eight days.

5.5 Cancellation consequences

5.5.1 If the contractual commitment of the Parties is cancelled as laid down in Clause 5.4.1, the Insolvency Administrator shall return the Purchaser's bid bond to the same. For the rest, the Object of the Purchase will be realised again, subject to these or, if necessary, changed terms of realisation. The Purchaser shall have no other claims.

5.5.2 If the Insolvency Administrator rescinds the Purchase Contract as laid down in Clause 5.4.2 or if the Insolvency Administrator cancels the Purchase Contract because of any other default caused by the Purchaser, then

- the Object of the Purchase shall be realised again at the cost and risk of the Purchaser;
- the bid bond deposited by the Purchaser shall be forfeited in favour of the Insolvent's Estate without regard to the amount of the loss which results from the new realisation and without regard to the amount of the costs of a new realisation or any other damage caused by the Purchaser's default.
- the Purchaser shall, in addition, be liable for the loss incurred compared to its Offer, the costs of new realisation and for any additional damage, including with its remaining assets, unless the loss and damage is covered by payments that may have been effected already.

6. **The realisation procedure**

6.1 Publications

Realisation of the Object of Purchase will be announced to the public by

- entry in the database of official publications of the Federal Government (www.edikte.justiz.gv.at);
- search for Interested Parties by First Berlin GmbH;

- immediate notification of Interested Parties who have contacted the Insolvency Administrator;

6.2 Information; Remarks; Statements

- 6.2.1 To the extent possible the Insolvency Administrator has compiled data, documents and ratios regarding the Object of the Purchase to give Interested Parties an opportunity to assess the opportunities and risks related to the acquisition of the Object of the Purchase. These documents will be made available to Interested Parties at their request. In addition, Interested Parties will be given the opportunity to obtain information from the Debtor's Management Board and a former employee, if necessary. Furthermore, Interested Parties will be given the opportunity to visit the Holding Companies in Costa Rica upon prior notice of at least three days.
- 6.2.2 Moreover, Interested Parties are entitled to request additional information until eight calendar days before expiration of the period available for making an Offer; legitimate secrecy interests of the Debtor and contractual obligations to maintain secrecy shall be observed.
- 6.2.3 Interested Parties shall be free to ask the Insolvency Administrator for an explanation of the Terms of Realisation. The same applies to any correction of the auction procedure which may be necessary from an Interested Party's point of view. Such requests shall exclusively be made in writing (fax, electronic transmission) and shall be received by the Insolvency Administrator not later than eight calendar days before expiration of the period available for making the Offer.
- 6.2.4 Pursuant to these Terms of Realisation any warranty or liability of the Insolvent's Estate or the Insolvency Administrator for completeness and accuracy of the stated information shall be excluded.

6.3 Submission of Offer

6.3.1 All Interested Parties are invited to submit an Offer to the Insolvency Administrator in line with the form and the contents of the Terms of Realisation in German or English by 26 February 2016. Such Offers shall provide for a binding term until 30 April 2016.

6.3.2 Only Offers which comprise the entire Object of the Purchase shall be admitted. Offers which are in conflict with the Terms of Realisation, such as Offers for parts of the Object of the Purchase, may be excluded by the Insolvency Administrator.

6.3.3 Please state an email address or a fax number in the Offer for the Insolvency Administrator to be able to contact Interested Parties promptly.

6.4 Right to participate in the procedure

6.4.1 Only persons are entitled to participate in the procedure

- who have submitted an Offer to the Insolvency Administrator that is in line both with the form and the content of the Terms of Realisation by 26 February 2016;
- who have expressly accepted the Terms of Realisation;
- who have deposited the bid bond in full.

6.4.2 The Insolvency Administrator is entitled to consider Offers that were received late if the insolvency court so requires.

6.5 Bid bond

6.5.1 The bid bond shall be deposited with the Insolvency Administrator 24 hours prior to commencement of the actual auction (Clause 6.7.2).

6.5.2 The bid bond amounts to EUR 200,000.

6.5.3 The bid bond shall secure the claims of the Insolvent's Estate vis-à-vis the Bidder

- as defined in Clause 5.5.2;
- for any other breach of the Purchaser's duties under the Purchase Contract.

6.5.4 The bid bond may only consist in

- a cash deposit in the special account of the Insolvency Administrator, IBAN: AT34 1500 0007 2139 0730, BIC: OBKLAT2L, "*Sonderkonto Kaufpreis allgemein*";
- an unconditional bank guarantee of a bank whose registered office is in Austria with a term until 31 May 2016; the Insolvency Administrator and his representative must be authorised to draw on the guarantee with no further requirement and to transfer the entitlements under the guarantee to third parties.

6.5.5 The bid bond shall be returned

- to the Purchaser after all obligations under the Purchase Contract have been fulfilled or secured;
- to unsuccessful Bidders after the contract has been awarded to the best bidder.

6.5.6 The bid bond may be offset against the Purchase Price if fulfilment or securing of the Purchaser's obligations is guaranteed otherwise.

6.5.7 The costs related to preparation of the bid bond shall be borne by the relevant Bidder irrespective of whether it will be awarded the contract or not.

6.6 Awarding criterion

6.6.1 The objective of realisation is to earn the highest proceeds for the Insolvent's Estate. For this purpose the form of an auction will be chosen in the case that several Offers will be submitted.

- 6.6.2 When calculating the highest proceeds the fact that Interested Parties may offer a waiver of their own or third-party insolvency claims or deferral of their rights to participate in the insolvency proceedings, if any, will also be taken into account apart from payment of the Purchase Price. Such a waiver will be rated by the increase in the distribution dividend or reorganisation plan dividend achieved thereby or by the reorganisation plan dividend the Debtor would not have to pay.
- 6.6.3 However, the Insolvency Administrator shall also take into account that at the time of the auction proceedings it might not have been clarified finally whether the lien of the Creditors of the Convertible Bond is effective or not. Accordingly, the Insolvency Administrator may state vis-à-vis the Bidder that an assumption of the accounts receivable related to the Convertible Bond as a set-off against the Purchase Price as defined in Clause 4.2.1, second intend (Clauses 4.4.2 and 4.4.3) will not be accepted at the par value of the assumed account receivable but only at a lower percentage rate. However, offsetting shall in any case be permitted at least at the percentage rate that goes to the unsecured creditors under a reorganisation plan or distribution of the estate. Any uncertainty about the existence of the lien shall be taken into account subsequently by a corresponding percentage reduction in the amount to be offset (e.g. if one assumes that the offered distribution dividend is 20% and the probability of existence of the lien is 50%, 60% of the par value of the assumed account receivable would be offset).
- 6.6.4 Not later than before the beginning of the auction the Insolvency Administrator shall state whether and if so at what percentage rate the assumed accounts receivable will be offset. The Purchase Price portion which is not settled by offsetting and the costs for the special estate shall be settled in cash. It is subject to distribution of the special estate, for which the existence or non-existence of the lien will be reviewed by a court.
- 6.7 Auction procedure

- 6.7.1 The auction will be held on Friday, 4 March 2016, at the registered office of Wildmoser/Koch & Partner Rechtsanwälte GmbH, 4020 Linz, Hopfengasse 23, 4th floor. The auction will be held in German.
- 6.7.2 The auction will begin at 11 a.m. for identification of the Interested Parties who have appeared and for explaining the Terms of Realisation one more time. Thereafter the Insolvency Administrator and all Bidders shall sign the Terms of Realisation as a sign of their acceptance of the Terms of Realisation.
- 6.7.3 Persons who have appeared for Bidders shall provide evidence of their authorisation to change the Offer or to conclude the Purchase Contract as a body of the Bidder's organisation or their authorisation for concluding legal transactions by means of a legal document.
- 6.7.4 The actual auction shall start with the highest Offer received by the Insolvency Administrator by then.
- 6.7.5 The Offers already submitted to the Insolvency Administrator by eligible Bidders at the beginning of the auction shall continue to be binding until the respective Bidder makes a new and effective Offer. Each Offer made during the auction shall constitute another irrevocable, binding Offer for conclusion of the Purchase Contract. It may differ from the most recent valid Offer only in the form of an increase in the price. It will be admitted only if it is EUR 100,000 higher than the most recent valid Offer of a Bidder.
- 6.7.6 The auction will be closed if irrespective of two calls no higher bid is made within two minutes. The auction ends with the Award of the Contract by the Insolvency Administrator. The Award of the Contract shall constitute acceptance of the last Offer of the highest bidder. By such Award of the Contract the Purchase Contract shall be concluded in accordance with the Terms of Realisation including Annex 3; however, it is subject to the condition precedent defined in Clause 5.1.2.

6.8 Reopening of the Auction; New realisation

6.8.1 If the parties to the insolvency do not agree to the Purchase Contract or if the Purchase Contract is cancelled for any of the other termination rights defined in Clause 5.4, the Insolvency Administrator will be entitled to reopen the auction procedure.

6.8.2 In this case the Insolvency Administrator is entitled to either conduct the entire procedure again or to only fix a date for a new auction. The Bidders so far will be eligible for participation in the case that a new auction is fixed. However, if the Auction had to be reopened because a new Bidder had to be taken into account at the decision of the parties to the insolvency, that Bidder has to be invited to the auction as well, unless it has to be excluded again pursuant to Clause 6.10 (see also Clause 6.4) for breach of the Terms of Realisation (except for the requirement of timely submission of an Offer). Depositing the bid bond not later than 24 hours before the new auction date shall be the prerequisite for the right of the Bidders so far and/or the new Bidder to participate in the auction.

6.9 Changes in the call for bids; No realisation

6.9.1 The Insolvency Administrator is entitled to modify or amend the call for bids at any time. However, he shall give those Bidders who have already submitted an Offer ample opportunity to change their Offer.

6.9.2 If the call for bids has to be corrected from a Bidder's point of view, it shall have eight calendar days before expiration of the bidding period to notify the Insolvency Administrator thereof, who may make a correction, if necessary.

6.9.3 The Insolvency Administrator may break off the realisation procedure without stating any reasons at any time. This shall apply in particular in the case of Section 140 (2) of the Austrian Insolvency Code.

6.9.4 Neither in the case of a modification of or an amendment to the call for bids nor in the case of no realisation shall the Bidder have any claim against the Insolvent's Estate (and/or the Insolvency Administrator), i.e. neither a claim for reimbursement of the costs incurred or disadvantages suffered by it (damage caused by breach of trust) due to participation nor a claim for performance of the contract and/or damages (damage caused by non-performance).

6.10 Examination and Exclusion of Offers

6.10.1 The Insolvency Administrator shall open the Offers without any special formalities. The Bidder shall have no right to participate in the opening procedure and no right to inspect the minutes kept on the opening of Offers, if any.

6.10.2 If any uncertainties arise or defects are noticed during the examination procedure, the Insolvency Administrator may ask the Bidder for clarification within a reasonable period of time. Within an equal period of time the Insolvency Administrator may ask the Bidder to present other documents. Such clarification may be in writing or in the form of oral negotiations.

6.10.3 The Insolvency Administrator is entitled to exclude Offers for objectively justified reasons without further clarification or negotiation.

6.10.4 The right to exclude Offers shall apply but not be limited to cases where

- the Bidder does not offer the purchase at the Terms of Realisation;
- an Offer has so many defects that dealing with the same is impossible or cannot be expected of the Insolvency Administrator;
- the Bidder fails to comply or does not fully comply with the request to repair the defects or to provide clarification within the granted period of time.

- 6.10.5 However, the Insolvency Administrator is also entitled to consider terms and conditions of the Offer that are in conflict with the Terms of Realisation and/or the form of contract to be no part of the Offer and to let the Offer itself participate in the Auction by excluding the conflicting terms and conditions. However, in this case the Insolvency Administrator shall notify the Bidder of the conflicting terms. The Insolvency Administrator may no longer exercise the right granted to him in sentence 1 if the Bidder, who has been notified of the conflicting terms, expressly insists that it wants to submit an Offer only under the terms and conditions which are in conflict with the Terms of Realisation.

7. Miscellaneous

7.1 Place of jurisdiction and applicable law

- 7.1.1 All disputes and disagreements arising out of or in connection with the auction and/or the Purchase Contract, including over the conduct of the auction, the conclusion of the Purchase Contract or its validity, shall be settled by the court of law in Linz having jurisdiction over the subject matter.
- 7.1.2 Irrespective thereof the Insolvency Administrator is, at his option, entitled to bring the matter before the court of law having subject-matter and local jurisdiction over the Bidder/Acquirer/Purchaser.
- 7.1.3 This Contract shall exclusively be governed by Austrian substantive law.

7.2 Interpretation

- 7.2.1 The text of the Terms of Realisation shall be interpreted in accordance with the purpose of the auction and that of the insolvency proceedings.
- 7.2.2 The headings used in the Terms of Realisation are for classification only. Only the text shall be used for interpretation.

7.3 Annexes

The following are Annexes of the Terms of Realisation

- Group organisational chart, Annex 1
- List of accounts payable by the Holding Companies and the Operating Company, Annex 2
- Terms and Conditions of the Contract of Purchase and Assignment of the Investments, Annex 3

Linz, 12 February 2016

Dr. Gerhard Rothner
as the Insolvency Administrator