



COURT OF MILAN
BANKRUPTCY - 2ND CIVIL SECTION

Valtur S.p.A. Arrangement with Creditors (No. 18/2018 c.p.)
President and Judge Rapporteur: Caterina Macchi
Judicial Receiver: Attorney Giuseppe Nicola Bordino

ANNOUNCEMENT OF AUCTION
FOR THE PURCHASE OF THE “VALTUR” TRADEMARK

Valtur S.p.A. (hereinafter “**Valtur**” or the “**Company**”), in the context of the arrangement with creditors procedure pursuant to Art. 161, paragraph six, Royal Decree No. 267 of 16 March 1942 (“**L.F.**”) regarding the Company (No. 18/2018 c.p.),

whereas

- Valtur is a well-known company, with its registered office in Milan, at via Conservatorio, n. 15, Tax code and Register of Enterprises number 01878330982 and VAT number 03213280286, that operates in the tourism-hospitality sector;
- on 7 March 2018, Valtur filed a petition with the Court of Milan for admission to the arrangement with creditors procedure pursuant to Art. 161, paragraph 6, L.F., registered at the Milan Register of Enterprises on 12 March 2018;
- by an order of 3 May 2018, the Court of Milan set the deadline for Valtur of 13 July 2018 to submit a definitive proposal for arrangement with creditors (with the plan and complete documentation as per the second and third paragraphs of Art. 161 L.F.) or a request for approval of debt restructuring agreements pursuant to Art. 182-*bis* L.F.;
- on 14 June 2018 the Court of Milan authorised the publication of this announcement and the start of the auction for the sale of the word and figurative trademarks (including those bearing the name “Valtur”, by itself and/or in combination with other elements), registered at the national, European and international level, in relation to restaurant and temporary lodging services (among others), as well as the domain names owned by or traceable to Valtur (hereinafter jointly referred to as the “**Trademark**”);

invites

the submission of bids to purchase the Trademark, ordering the start of an auction procedure at the terms and conditions indicated below.

1. TERMS AND CONDITIONS FOR THE SUBMISSION OF BIDS

- 1.1. In order to be considered valid and admissible, bids must be fixed, unconditional and irrevocable, and must be submitted for an amount equal to or greater than 1,500,000.00 (one million five hundred thousand and 00/100) Euros (the “**Base Price**”), plus VAT pursuant to law.
- 1.2. Bids lacking the words “irrevocable offer”, and bids that are conditional and/or for amounts less than the Base Price and/or not consistent with the terms set forth herein shall be considered null and as not having been received.
- 1.3. For the purpose of submission of the bids, interested parties may consult the documentation relating to the Trademark made available by the Company in the dedicated *virtual data room*, submitting a specific request to the electronic mail address valtur@legalmail.it. Access to the *virtual data room* will be allowed to the interested party upon signing the necessary confidentiality agreements in relation to the information and documentation contained in the *virtual data room*.
- 1.4. The bids are to be drawn up on plain paper, and the signed originals must be received by **no later than 6:00 p.m. on the date of 2 July 2018**, in a sealed envelope bearing the words “***Bid for purchase of Valtur trademark***” and the identification of the sender on the outside, at the Offices of the Judicial Receiver, Attorney Giuseppe Nicola Bordino, in Milan, via Podgora 11. For the purposes of verification of compliance with that deadline, that is binding and cannot be extended, only the date and hour of receipt of the envelope recorded by the Judicial Receiver shall be valid.
- 1.5. The highest bid received in accordance with the indications of this announcement, that is declared the winner of the auction, will be included in the arrangement plan pursuant to Art. 161, paragraph two, lett. e) L.F., currently being prepared by the Company, for the filing of which the Court of Milan has set the deadline of 13 July 2018.
- 1.6. The transfer of the ownership of the Trademark to the highest bidder will take place during the arrangement with creditors procedure, upon conclusion of the auction indicated in this announcement, by **no later than 20 (twenty) days after the date of the award**, based on authorisation from the Court pursuant to Art. 161, paragraph 7, L.F.

2. CONTENTS OF BIDS

- 2.1. The bids may be submitted by Italian or foreign private individuals and businesses, provided that in the 12 (twelve) months prior to the date of publication of this announcement, i.e. from today’s date, they have not been or are not in a state of liquidation and/or in one of the situations indicated in Articles 2446 and 2447 of the Civil Code and/or in equivalent situations pursuant to the legislation of their respective countries or have not been and are not subject to insolvency proceedings or any other proceeding that indicates a state of crisis, insolvency, termination of the activities or subject to compulsory management, and the bids may not be submitted for “persons to be named”. On penalty of exclusion, the bids must contain:

- (a) the essential information necessary for the full identification of the bidder (if a legal person: the name, registered office, tax code or VAT number, or another form of identification based on the laws of their respective States; if a natural person: the first name, last name, tax code and VAT number, or another form of identification based on the state of which they are a citizen);
- (b) an irrevocable commitment to purchase the Trademark at a price equal to or greater than the Base Price plus VAT pursuant to law;
- (c) the indication of the contact information where the bidder intends to receive any communication relating to the procedure including the certified electronic mail address.

2.2. The bids must be accompanied by:

- (a) a non-transferable cashier's check made out to "Valtur S.p.A. in c.p." for an amount equal to 10% of the price offered for the purchase of the Trademark (including VAT) as a non-interest bearing security deposit that will be returned by the Judicial Receiver after the date of the decision to the participants in the auction who are not the highest bidders (and in any event, after no more than 30 days from that date);
- (b) a copy of this announcement initialled on each page and signed at the bottom by the bidder (if the bidder is a joint-stock company, then by the legal representative or a person vested with the necessary powers to validly bind the bidder), to indicate full and unconditional acceptance of all of the terms and conditions contained therein;
- (c) in the event the bidder is a joint-stock company, documentation certifying the signature powers of the person who signs the bid, a copy of a historical chamber of commerce records search (or another equivalent document) obtained no more than 7 (seven) days prior to the offer date, a copy of the current company by-laws and a copy of the last three approved statutory and consolidated financial statements;
- (d) in the case of a natural person, a copy of a valid identification document and the last three tax annual tax returns filed.

2.3. The bids and all of the documents enclosed with them must be drawn up in Italian or be accompanied by a sworn translation.

3. CONDUCT OF THE AUCTION

- 3.1. **At 10:00 a.m. on the date of 3 July 2018**, at the Offices of the Judicial Receiver in Milan, Via Podgora 11, before the same, the envelopes submitted by each participant will be opened, before the start of the auction, which will take place immediately after the conclusion of the activities of opening of the envelopes.
- 3.2. The Judicial Receiver will perform a comparative evaluation of the bids received that are consistent with the provisions set forth in this announcement. The bids received will be evaluated based on a single parameter for comparison, that of the highest price.

- 3.3. If a single bid considered valid is submitted, for an amount equal to or greater than the Base Price increased by 500,000.00 Euros (the “**Raised Price**”), *i.e.* less than 2,000,000.00 (two million and 00/100) Euros, the winner of the auction will be declared immediately and definitively.
- 3.4. If a single bid considered valid is submitted, with a price lower than the Raised Price, the Judicial Receiver reserves the right to evaluate it and proceed to immediately declare the winner of the auction, or to start another auction procedure aimed at identifying other parties interested in purchasing the Trademark.
- 3.5. If multiple bids considered valid are submitted, the highest of which is less than Raised Price, an auction will be held between all of the bidders starting from the highest bid received, with a minimum raise of not less than 100,000.00 (one hundred thousand and 00/100) Euros each time, to be communicated within sixty seconds of the previous raise.
- 3.6. If multiple bids considered valid are submitted, the highest of which is equal to or greater than the Raised Price:
 - (a) if there is a difference of at least 500,000.00 Euros between the highest bid and the second highest bid received, the party that submitted the highest bid will be declared the winner immediately. In the event that the highest bidder is not present at the auction, the Trademark may still be awarded to that party;
 - (b) if there is a difference of less than 500,000.00 Euros between the highest bid and the second highest bid received, an auction will be held between all of the bidders who have submitted bids less than 500,000.00 Euros lower than the highest bid received, starting with the amount indicated in the latter, with a minimum raise of 100,000.00 (one hundred thousand and 00/100) Euros, to be communicated within sixty seconds of the previous raise.
- 3.7. If multiple offers considered valid are submitted for equal amounts, but less than the Raised Price, an auction will be held between the cited bidders starting with the highest bid from among those received, according to the provisions of Article 3.5 above. In the event no further bids are made, the Judicial Receiver may immediately declare the party who submitted the highest bid first to be the winner, or start another auction procedure in order to identify additional parties interested in purchasing the Trademark.
- 3.8. If multiple bids considered valid are submitted with equal amounts, and provided that those amounts are higher than the Raised Price, an auction will be held between the cited bidders and all of the other potential bidders who have submitted bids less than 500,000.00 Euros lower than the highest bid received, starting from the amount indicated in the latter, according to the provisions of Article 3.6(b) above. In the event no further bids are made, the Trademark will immediately be awarded to the highest bid submitted first.
- 3.9. This announcement expressly indicates that Arts. 571 and 572, paragraph 3 of the Civil Procedure Code do not apply, where they provide for decreasing bids.

- 3.10. Only the bidder will be admitted to the auction - or the legal representative if the bidder is a company, or the person holding a specific special power of attorney to represent the participant (granted in a public deed drawn up by an Italian Notary or in a private agreement authenticated by an Italian Notary, who will verify the powers of representation) - unless it is necessary for the party to be assisted by one or more attorneys, or by an interpreter for a foreign party.
- 3.11. The record of the auction shall not be valid as a contract. The contractual effects (including transfer) will be produced only at the moment of transfer of ownership of the Trademark, that will take place through the signing of the notarial deed of sale and the subsequent registration at the Italian Patents and Trademarks Office.

4. SIGNING THE DEED OF TRANSFER OF THE TRADEMARK AND TERMS OF PAYMENT

- 4.1. The security deposit provided by the highest bidder together with the submission of the bid (the “**Security Deposit**”) will be calculated as an advance at the time of payment of the price for the Trademark by the party that wins the auction.
- 4.2. The balance of the amount due from the winner net of the Security Deposit (the “**Balance**”) will be paid in a single payment by cashier’s checks made out to “Valtur S.p.A. in c.p.” at the time of the signing of the notarial deed of sale for the transfer of the Trademark, that must take place **no later than 20 (twenty) days after the date of the award**, at the premises of the Notary that has been communicated by Valtur. That deadline is to be considered set in favour of only the arrangement with creditors procedure. At the time the deed of transfer of the Trademark is signed, the Judicial Receiver will deliver the Security Deposit to Valtur.
- 4.3. The expenses, including relating to taxes required by law, the notarial deed of sale and any other expenses, charges or costs required to complete the transfer of the ownership of the Trademark to the winner, shall be covered fully and exclusively by the winner itself, and must be paid by the same at the time the deed of transfer of the Trademark is signed.
- 4.4. In the event the winner does not make payment of the Balance due and/or fails to sign the deed of transfer of the Trademark by the date indicated in point 4.2 above, for reasons fully or partially attributable to the winner, the sale will be considered automatically cancelled, the award revoked, and the Security Deposit provided by the winner declared to have lost the award will be paid by the Judicial Receiver to Valtur, that will keep it as a penalty, without prejudice to the right to compensation for greater damages. In that case, Valtur reserves the right to:
 - (a) following the procedure in this Article 4, award the Trademark to the highest bidder among the remaining bids received, if present (and thus subsequently in the event of additional revocations of awards), without prejudice to the obligation for the new winner to re-establish the Security Deposit within 5 (five) days of receiving the announcement of the award; or
 - (b) arrange the opening of a new auction, in which case the winner that lost the award may not participate in the subsequent auctions regarding the Trademark.

- 4.5. In the event the deed of transfer of the Trademark is not signed by the date indicated in point 4.3 above, for reasons not attributable to the winner, the sale shall be considered automatically cancelled and the Security Deposit provided by the winner shall be returned by the Judicial Receiver to the winner.

5. REQUESTS FOR EXPLANATIONS AND/OR INFORMATION

- 5.1. If the interested parties wish to receive explanations and/or information and/or documents in relation to this announcement, they may submit a request through a specific communication in Italian to the Company, exclusively by certified electronic mail, to the following address: valtur@legalmail.it, indicating the subject as “***Bid to purchase Valtur trademark***”.

6. ADDITIONAL PROVISIONS

- 6.1. Winning the auction will not entail any forms of assurances, or any right to compensation for damages if the contract for sale is not stipulated for reasons not depending on the arrangement procedure. In addition, the Court shall maintain the right to suspend the auction or not to authorise the stipulation of the sale contract for the reasons set forth in Art. 108 L.F.
- 6.2. An extract of this announcement is published on the internet and in the newspapers “Il Sole 24 ore – edizione nazionale” and “Corriere della Sera – edizione nazionale”.

Milan, 15 June 2018