



Split, 16. prosinca 2022. godine

St-655/2022

TRGOVAČKI SUD U SPLITU

Stečajni dužnik:

BRODOGRAĐEVNA INDUSTRIJA SPLIT dioničko društvo (skraćene tvrtke BRODOSPLIT d.d.) sa sjedištem u Splitu, Put Supavla 21, OIB 18556905592, zastupano po punomoćnicima, odvjetnicima u Odvjetničkom društvu JUJNOVIĆ-LUČIĆ i MARKOVIĆ d.o.o. Zagreb

Vjerovnik:

VITERLEFT Management Limited sa sjedištem u 1110 Road Town, Tortola, Britanski Djevičanski Otoci, P.P. 3159, OIB 97295577163, zastupano po punomoćniku Borisu Ivančiću, odvjetniku u Splitu

OBAVIJEST O RASKIDU UGOVORA

Društvo VITERLEFT Management Limited, kao brodovlasnik i naručitelj je, dana 12. ožujka 2021. godine, s društvom BRODOSPLIT d.d. kao izvođačem, sklopilo Ugovor NB 491 o opremanju tankera nosivosti 45,000 dwt – Onega Gulf.

Dokaz:

- Ugovor NB 491 od 12. III. 2021. godine, priložen spisu

Kod činjenice (i) da se društvo BRODOSPLIT d.d. već neko vrijeme nalazi u financijskim poteškoćama, te da je u tijeku stečajni postupak te (ii) da su prihodi ostvareni iz osnove uvodno citiranog Ugovora predstavljali jedine značajnije prihode društva BRODOSPLIT d.d. iz osnove poslovnih aktivnosti (prema podacima koji su objavljeni od strane samog dužnika), društvo VITERLEFT Management Ltd se drži u obvezi izvijestiti Trgovački sud u Splitu, kao i zainteresiranu javnost, da je, dana 9. prosinca 2022. godine, raskinulo uvodno citirani Ugovor.

Dokaz:

- Obavijest o raskidu Ugovora NB 491 uručena društvu BRODOSPLIT d.d. dana 9. XII. 2022. godine

Ugovor je raskinut zbog višestrukog kršenja ugovornih odredbi od strane izvođača, društva BRODOSPLIT d.d., a koje su pojedinačno navedene i obrazložene u citiranoj Obavijesti.

Kao posljedica naprijed opisanog kršenja ugovornih obveza, kao i raskida Ugovora od strane naručitelja, ukupno potraživanje društva VITERLEFT Management Ltd prema stečajnom dužniku, društvu BRODOSPLIT d.d., iz osnove nastale ugovorne štete, po različitim vidovima, iznosi ukupno 8.524.690,44 EUR, time da će navedenom iznosu imaju pribrojiti i dodatni (očekivani) troškovi, koji će biti specificirani odmah po nastanku istih.

Na današnji dan, prema službenom konverzijskom tečaju (1 EUR = 7,53450 HRK) predmetno potraživanje iznosi 64.229.280,12 HRK.

Radi izbjegavanja dvojbi, vlasništvo nad brodom, kao i svom opremom (kako ugrađenom na brod, tako i onom koja još nije ugrađena i nalazi se u objektima društva BRODOSPLIT d.d.) pripada isključivo društvu VITERLEFT Management Ltd, pa se mole eventualni vjerovnici primiti ovu obavijest na znanje.

Naravno, predmetno potraživanje, u svoti ne manjoj od 8.524.690,44 EUR, kao i izlučno pravo nad brodom i opremom (u slučaju da još uvijek budu u brodogradilištu), bit će prijavljeni u stečaju dužnika, kada isti bude otvoren, a vjerovnici pozvani na prijavu svojih potraživanja.

Konačno, obzirom da je nastavak radova na opremanju broda ugovoren u brodogradilištu društva 3. MAJ d.d. Rijeka, očekuje se skori prijevoz broda i opreme iz dužnikova brodogradilišta.

S poštovanjem,

VITERLEFT Management Ltd
Punomoćnik

Boris

Ivančić

Digitally signed
by Boris Ivančić
Date:

2022.12.20
15:47:18
+01'00'

**3. MAJ****Brodogradilište d.d.**HR 51000 RIJEKA, Liburnijaka 3 – HRVATSKA, p.p. 197
e-mail: gman@office@3maj.hr, web: www.3maj.hrTel.: +385 (0) 51 611-111
+385 (0) 51 611-000

Fax.: +385 (0) 51 611-870

HR 0001
529 24001
529 45001
BUDIMIR VENTAS
Certification

Evid.br. / Ref. No:

VITERLEF MANAGEMENT LIMITED**Att: Mr. Zoran Šunjić**

Vaš znak / Your sign:

Naš znak / Our sign:

Datum/Date: Rijeka, 30th
September 2022**Predmet / Subject: Viterlef/completion of m/v ONEGA GULF**

Dear Mr. Šunjić,

Following received technical documentation, conclusions on several meetings and final negotiations, we are pleased to present you our final offer. Please note that the offer took into account last changes on the material/equipment market's, as well as changes on global energy supply. Also, some other important issues (like changes on international financial market, increased interest rates, inflation etc.) have influence to our offered price.

1. Technical documentation:

- 339-491 Specification KLEVEN MARITIME
- NB.339_Class_delivery_drawings" (Electrical, General, Hull, Machinery, Outfitting) listed in excel file - NB339 List of Classification dwgs. FINAL"
- NB.339_Workshop_delivery_drawings"
- List of documents are defined in excel files:
 - NB339_HBT_CLASIFICATION_DOCUMENTS"
 - NB339_HBT_WORKSHOP_DOCUMENTS_FINISHED"
 - NB339_HBT_WORKSHOP_DOCUMENTS_OUTSTANDING-A"
- Testing program N/B 491- rev.1
- Reports:
 - NOV_491_PRODUSTION_all activities on 05_2022.xlsX
 - ONEGA GULF progress status June 2022.xlsX
 - Working progress complete new.docx
 - Application reports HBT and BIS
 - Photos of the vessel

• Uprava / Director: Edi Kučan
• Predsjednik Nadzornog odbora / President of the Supervisory Board: / Jurej Šoljić
• Temeljni kapital / Capital stock: 181.214.000,00 HRK (uplaćen u cijelosti / entirely paid)
• Broj izdanih dionica / Nominalna vrijednost / No. of issued shares / Nominal share value: 1.812.140 à 100,00 HRK

BANKA I SJEDIŠTE / BANK AND ADDRESS
ERSTE & STEIERMÄRKISCHE BANK d.d., Jadranski trg 3A, 51000 Rijeka
Privredna banka Zagreb d.d., Radnička cesta 60, 10000 Zagreb

IBAN
HR9024020081109445061
HR4023400091110805277

• Trgovački sud u Rijeci / Commercial Court in Rijeka
• MBS / Reg No.: 048000883
• OIB / Personal identification number: 86167814130
• PDV id. broj / VAT number: HR96167814130

SWIFT CODE
ESBCHR22
PBZGHR2X



2. Scope of work:

Based on received documentation and our estimated labor hours, to build, equip, commission, complete and redeliver the Vessel to the Owners in accordance with Specification and Contract to be signed.

3. Price:

The price for the completion of the Vessel, based on the received Technical documentation, covering the scope of supply as has been negotiated and agreed, to be EUR 7,975,000.00 (say: seven million nine hundred seventy-five thousand EUR only)

Any modification, amendment or changes to the Specification to be possibly agreed between the Owner and the Contractor as from the date of signing the Contract and delivery of the Vessel/redelivery of the Vessel to the Owner shall be taken into account and above price to be accordingly adjusted.

The Contract Price is subject, also, to adjustment as results of the joint vessel's inspection upon the vessel arrival to the Shipyard (within one month).

4. Terms of payments:

The Buyer to pay to the Builder the contract price as stated above, as per the following schedule:

- 2 % (two percent) of the Contract price on Contract signing
- 90 % (ninety percent) of the Contract price during the completion of the Vessel in monthly instalments, based on agreed monthly percentage of finished works
- 8 % (eight percent) of the Contract price upon redelivery and acceptance of the Vessel

5. Delivery:

The Vessel shall be redelivered 12 (twelve) months, after delivery/signing of Delivery protocol of the Vessel (by the Owner to the Contractor).

6. Conditions:

The final technical specification Owner will submit to the Shipyard before signing the Contract. Upon the Owner's and the Contractor's official approvals shall have been declared, the Contract shall be signed by the parties latest by 31st December 2022.

Additional comments:

- The Owner shall closely cooperate with the Contractor to obtain the complete Specification in order to enable the Contractor's obligation to complete the Vessel within the conditions to be agreed within the Contract.



- Corrosion protection works are included in our quotation as per presented specification and quotation by the subcontractor company.
 - Our price do not include expenses of the modification of class/workshop drawings referred to changings of Class/Flag rules, changings of material/equipment suppliers and findings of defects unknown before arrival of the vessel. Design office assigned to finalized documentation should cooperate with 3.MAJ Shipyard in order to adapt to production requirements and 3.MAJ Shipyard's standards.
 - 3.MAJ Shipyard will participate in delivery documentation preparation.
 - Our offer include "standard docking" scope of work (abt. 250,000 Eur). Any additional activities (more than standard scope of docking activities) will be extra charged and is subject to further discussion with the Owners.
 - Before start of work activities in 3.MAJ shipyard, the Owners should settle with Brodosplit Shipyard their "inward processing" ("Unutarnja proizvodnja") all in accordance with the Croatian laws.
 - All works which could not be estimated from available documentation and received information, will be charged as "extra work" and is subject to further discussion, once the vessel shall arrive to the 3.MAJ Shipyard for final inspection before starting the work.
 - 3.MAJ Shipyard is not responsible for ship technical characteristics and all in connection with EEDI issue and potential redesigning to satisfy EEDI requirements.
 - Owners are obliged to obtain all class certificates and approved class drawings. Also, they have to deliver all missing belonging material and equipment necessary to complete the vessel. 3. MAJ Shipyard's Purchasing department can participate as support in purchasing procedure, in which case the procedure/conditions for such activities should be agreed.
 - Re-installation of the scaffolding in cargo tanks is included in Shipyard's quotation.
 - Any changes in classification documentation and material/equipment delivery delay will be verified and extra charged work will be assigned and approved by both sides.
 - The fuel oil and lubricants are Owner's supply.
-



Kind regards

Siniša Ostojić, mag.ing.nav.arch.

RUKOVODITELJ KOMERCIJALE / COMMERCIAL MANAGER
3.MAJ Brodogradilište d.d. / 3.MAJ Shipyard JSC
Liburnijska 3, 51 000 RIJEKA / PO BOX 197 / CROATIA
T: 051 611 690 / +385 51 611 690
M: 099 2281 207 / +385 99 2281 207
sinisa.ostojic@3maj.hr



3. MAJ
Brodogradilište d.d.

The **Material** transfer was scheduled and organized under the full responsibility of the vessel **Owner**, with support and assistance of the **Contractor**. The priority for the transfer of materials and equipment was regulated and agreed by the **Contractor** for the purposes of early and effective planning of work and activities on the vessel.

Contractor observations on Owner's remarks:

Material delivery protocol serves to state facts and as side letter corresponding to attached ENCLOSURE (1) and (2). No other purpose and or remarks provided by Owner's in Material delivery protocol are not relevant for this protocol purpose conclusion as per Contactor opinion and by which Contractual rights are reserved.

ENSLOSURE (1):

- **NB491 – LIST OF TRANSFERRED MATERIAL-REPORT.xlsx**

ENSLOSURE (2):

- **Delivery Lists signed by the parties**

Split, 22th February 2022

MATERIAL DELIVERY PROTOCOL

for

NB491 - TANKER FOR CHEMICAL AND OIL PRODUCTS 45,000 DWT

„Onega Gulf“

(Ex – Hrvatska Brodogradnja Trogir Hull No. 339)

The undersigned, Viterlef Management Ltd (the “Owner”) hereby delivers, and BRODOSPLIT JSC (the “Contractor”) hereby accepts partial material for unfinished Tanker for Chemical and Oil Products ex Sevmash Hull No. 98088, IMO 937373, the MT Onega Gulf, owned by the Owner (the “Material”). The subject **Material** was previously stored in HBT d.o.o. warehouse.

The **Material** transfer for NB491 started 27th May 2021 and completely finished 10th November 2021.

The **Material** transfer was scheduled and organized under the full responsibility of the vessel **Owner**, with support and assistance of the **Contractor**.

The list of transferred material is attached to this **Protocol**:

(NB491 – LIST OF TRANSFERRED MATERIAL- REPORT.xlsx)

The subject list is mostly on Croatian language, because the source for this document was done by HBT d.o.o. (**Inventory report**). The document is partially translated (the first column only) for better understanding, but without intention to become the document with officially named material.

IN WITNESS WHEREOF, the **Owner** and the **Contractor** have executed this **Material Delivery Protocol** as of the date and time indicated above.

For and on behalf of the **Owner**

Signed with remarks:

Mikhail Kuznetsov

For and on behalf of the **Contractor**

Dalibor Vukičević

The Owner's remarks:

The **Material** transfer for NB491 started 27th May 2021 and mostly finished in August 2021 in accordance to the actual execution of the transfer plan and completely finished on the 10th November 2021.

Actual work schedule execution by the trucks:

- from 27th of May till the 30th of June 2021 – 85 trucks;
- in July 2021- 29 trucks;
- in August 2021 - 14 trucks;
- in September 2021 – 2 trucks;
- in October 2021 – 2 trucks;
- in November 2021- 1 truck.

Viterlef Reg. o RKS

22.02.22.

Split, 30th June 2021

**PROTOCOL OF DELIVERY OF
ONE 45,000 DWT TANKER FOR CHEMICAL AND OIL PRODUCTS
„Onega Gulf“
(Ex – Hrvatska Brodogradnja Trogir Hull No. 339)**

The undersigned, Viterlef Management Ltd (the "Owner") hereby delivers, and BRODOSPLIT JSC (the "Contractor") hereby accepts delivery of unfinished Tanker for Chemical and Oil Products ex Sevmash Hull No. 98088, IMO 937373, the MT Onega Gulf, owned by the Owner (the "Vessel") along with all stores and equipment of whatever nature now on board the Vessel in accordance with the provisions of Contract NB 491 for completion of the Vessel dated 12 March 2021 (the "Contract"), made by and between the Owner and the Contractor.

The Contractor hereby has accepted delivery of the Vessel in it's shipyard in Split, Croatia, on the 09th of, June 2021 at 2:00 PM local time, along with all stores and equipment of whatever nature now on board the Vessel, with comments/notices as follows:

IN WITNESS WHEREOF, the Owner and the Contractor have executed this Protocol of Delivery as of the date and time indicated above.

For and on behalf of the Owner


Mikhail Kuznetsov

For and on behalf of the Contractor


Tomislav Corak



The Contractor's footnotes based on the present day 30th of June, 2021:

- All lists of material and equipment delivery schedule are in process and pending to be done in accordance with terms of the Article 3.9 of the signed NB 491 Contract;
- The Vessel Completion specification shall be issued by the Contractor and provided to the Owner disposal in accordance with terms of the Article 3.8 of the signed NB 491 Contract;
- Documentation submission not completed and pending to be done in accordance with terms of the Article 3.13 of the signed NB 491 Contract;
- Master plan for Vessel completion and other listed documents shall be issued by the Contractor in accordance with terms of the Article 3.13 of the signed NB 491 Contract;
- The Vessel Redelivery Date shall be determined and agreed in accordance with terms of Article 14.2. of the signed NB 491 Contract.



BRODOGRAĐEVNA INDUSTRIJA SPLIT. dionička društvo

Split, 20.04.2022.

Put Supavla 21, 2100 SPLIT, Croatia (VAT No HR18556905592)

Brodosplit JSC, as the Contractor under the Vessel Completion Contract NB491 signed on the 12.03.2021, hereby confirms that the listed invoices issued in accordance with the terms of the Contract have been paid completely by Viterlef Management LTD (P.O. BOX 3159, ROAD TOWN, TORTOLA, BRITISH VIRGIN ISLANDS VAT No: HR97295577163) as the Vessel's Owner.

RPL/RN/DOK	MARK	NUMBER	INVOICE NUMBER	Invoice date	Nov.	INVOICE VALUE	CURRENCY	DUE DATE	ACTUAL STATUS	BUSINESS PARTNER
10M00491	U	75089	25/1230/346726	20210818	491	267.256,32	EUR	20210830	PAID	VITERLEF MANAGEMENT LTD.
10K01491	U	75094	26/1230/346726	20210819	491	102.740,10	EUR	20210903	PAID	VITERLEF MANAGEMENT LTD.
10K01491	U	76099	27/1230/346726	20210819	491	101.448,89	EUR	20210903	PAID	VITERLEF MANAGEMENT LTD.
10M00491	U	76262	30/1230/346726	20210908	491	388.672,05	EUR	20210923	PAID	VITERLEF MANAGEMENT LTD.
10K01491	U	76391	10/1233/346726	20210929	491	27.918,00	EUR	20211014	PAID	VITERLEF MANAGEMENT LTD.
10M00491	U	76431	11/1233/335448	20211001	491	521.584,18	EUR	20211016	PAID	VITERLEF MANAGEMENT LTD.
10K01491	U	76634	35/1230/351288	20211031	491	4.024,00	EUR	20211115	PAID	VITERLEF MANAGEMENT LTD.
10M00491	U	76637	13/1233/335448	20211102	491	470.087,10	EUR	20231117	PAID	VITERLEF MANAGEMENT LTD.
10M00491	U	76922	44/1230/346726	20211203	491	449.238,95	EUR	20211218	PAID	VITERLEF MANAGEMENT LTD.
10M00491	U	77107	46/1230/335448	20211230	491	403.498,25	EUR	20220114	PAID	VITERLEF MANAGEMENT LTD.
10M00491	U	77451	1/1233/346726	20220204	491	386.637,36	EUR	20220219	PAID	VITERLEF MANAGEMENT LTD.
10M00491	U	77452	2/1233/346726	20220204	491	33.121,07	EUR	20220219	PAID	VITERLEF MANAGEMENT LTD.
10M00491	U	77619	7/1233/346726	20220304	491	506.730,40	EUR	20220304	PAID	VITERLEF MANAGEMENT LTD.
10M00491	U	77620	8 /1233/346726	20220304	491	13.427,23	EUR	20220304	PAID	VITERLEF MANAGEMENT LTD.
TOTAL:						3.676.383,90				

Tomislav Čorak

2143



BRODOGRAĐEVNA INDUSTRIJA SPLIT
dioničko društvo, Split

BRODOSPLIT D.O. | BRODOSPLIT JSC | HR-21000 Split, Put Supavla 21, P.P. 517 | www.brodosplit.hr

MBS 060175040 Trgovniško sud u Splitu | IBAN HR40250100901417947 (Addition banks)

SWIFT MAILERZ HB 314136 CIB 1555604551 VAT no. | number | HRP8545904542

Tovarni kapital 535,466,220.00 HRK uključujući godišnju dobit na nominalnom
share Capital in amount of 535,466,220.00 HRK including yearly profit and divided into 8,924,437 ordinary shares, each with nominal value of 60.00 HRK
Uprava / Board of Directors / Tuznijski Zavod
Nadzorni odbor / Supervisory board / Nadzorni odbor
Predsjednik / President / Predsjednik



- c. 180.000,00 EUR (agreed price for the completed works under Contract Change Order No. 2)
- d. 13.600,00 EUR (agreed price for the completed works under Contract Change Order No. 3)
- e. 2.500,00 EUR (agreed price for the completed works under Contract Change Order No. 5).

The Owner shall be willing to accept the above stated expenses exclusively under the provision that the Contractor delivers to the Owner the correct, complete, valid invoices in the agreed amounts, within 5 (five) calendar days upon the delivery of this Notice.

In case the Contractor fulfils the above stated condition, the Owner shall consider acknowledgement of the above stated Contractor's claims, in the overall amount of 357.004,88 EUR. Other potential claims from the Contractor cannot be accepted by the Owner under any circumstances.

Taking possession of the vessel

The Owner will immediately arrange for the taking of possession of the Vessel, material, equipment, documentation, DNV folder, and other Owner's property in accordance with Clause 15.2.6 in the Contract and the Owner expects the Contractor's assistance in accordance therewith.

The Owner shall proceed with the taking possession and towing/transfer of the vessel and equipment as soon as the Contractor prepares the vessel and equipment, combined with the documentation that he is due to prepare under the Clause 15.2.8 – 15.2.12 of the Contract.

The Owner shall be expecting your offer for the compensation for the above stated services, based on the Contractors Pricelist (Enclosure 6 of the Contract), within 8 (eight) calendar days, starting from the delivery of this Notice. If the Contractor does not have the resources for the completion of the above stated obligations, please notify the Owner in writing, within the stated term of 8 (eight) calendar days. Lack of such notification shall be considered as that the Contractor has no resources for the completion.

Please note the Contractor's obligations under the Clause 15.2.15 of the Contract.

Final statement

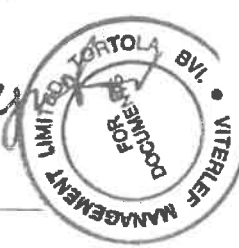
We hope that you understand the position in which the Contractor has put us, and the scope of the Owner's overall losses, that are not limited to the damages specified in this Notice, on which the Owner is fully entitled under the provisions of the Contract.

So far, we have extended you the trust and the maximum of professional regard, including support in your obviously alarming organisational, financial and solvency situation, that we had no prior knowledge of.

In that sense, please be so kind to resolve this matter in a professional manner. Also, we would like to remind you that the current value of the vessel is over 50 million EUR, and, since it is not insured, we shall hold the Contractor and its key people personally responsible for any damages.

We ask you kindly to confirm receipt of this letter.

Yours sincerely,
Viterlef Management Limited

Sergey Neklyudov
Head of Operations

Due to the termination of the Contract and since there are no outstanding invoices related to work completed on the Vessel, the Owner hereby kindly requests the Contractor to refund to the Owner the full reimbursement for all the costs and damages for which the Owner will hold the Contractor liable. Those include, but are not limited to:

- a) 3.928.077,44 EUR (Reasonable Expenses as per Clause 15.2.4 – the costs and expenses for completing the vessel – construction and outfitting)³
- b) 850.000,00 EUR (Reasonable Expenses as per Clause 15.2.4 – towing, material and equipment transportation expenses, towing plan approval expenses, towing activity insurance transportation and affiliated expenses)⁴
- c) 890.000,00 EUR (Advance payment withdrawal)⁵
- d) 1.600.760,00 EUR (Liquidated damages as per Clause 15.1)⁶

Furthermore, the Owner hold the Contractor liable for the following expenses:

- e) 130.000,00 EUR (lease of scaffolding for the period from 9th of July 2021 to 31st January 2022 – 50 %, as agreed)
- f) 168.850,00 EUR (lease of scaffolding for the period after 1st of February till 30th of November 2022, as agreed)
- g) 67.003,00 EUR (expenses of the 3,245 litres of paint, delivered (by the order of the Contractor), but unused due to the Contractor's suspension of works, (and, due to Redelivery delay, no longer usable) paint (expired), not including expenses for the disposal of the same (the Contractor covers this cost, if not, unusable paint shall be left on site, for the Contractor to dispose of it)⁷.

Also, the Contractor is aware that the Owner hold him accountable for the:

- h) value of the Performance guarantee in the amount of 890.000,00 EUR

Please note that the Owner has already initiated the procedure for the collection of the said guarantee with the Zurich Insurance company, so, in case the Owner collect the guarantee, the Owner shall release the Contractor from the overall obligation for the said amount of 890.000,00 EUR.

Finally, the Owner shall hold the Contractor accountable for the:

- i) expenses of the extensions of the guarantees for all the installed and/or uninstalled equipment bought,
- j) steel, equipment, and other material degradations due to delay of the Redelivery date, by fault of the Contractor,

Therefore, the Owner currently claims, the overall amount of 8.524.690,44 EUR (a. thru h.), with additional expenses, to be calculated as soon as possible.

Potential claims from the Contractor

The Owner has no outstanding debt towards the Contractor, and the Owner has refused to accept invoices delivered by the Contractor that were done against the provisions of the Contract, specifying every false account by the Contractors part, i.e., the claims were disputed by the Owner due to the Contractor's failure to provide complete and correctly executed reporting and payment documents.

So far, the Owner has not received invoices that have been amended accordingly, however, since the Owner is terminating the Contract, the Owner would like to inform the Contractor that he is willing to accept the following potential claims:

- a. 38.590,40 EUR (contracted monthly progress fee to be invoiced in May 2022)
- b. 122.314,48 EUR (contracted monthly progress fee to be invoiced in April 2022)

³ The mathematical difference between the offer for the completion of refurbishment of the vessel made by 3. MAJ shipyard (7.975.000,00 EUR) and the remaining Contractual fees payable to BRODOSPLIT if the work have been completed (4.046.922,56 EUR for the remaining 43,1612 % of the works). The offer of 3. MAJ shipyard is enclosed, as Appendix 3.

⁴ Estimated costs, based on the offer of 3. MAJ shipyard (enclosed, as Appendix 4) and expenses paid when transporting the vessel from BRODOSPLIT to 3 Maj shipyard, to be further specified upon completion.

⁵ As specified in the Contractor's financial reports submitted to the Court.

⁶ Delay of Redelivery of the vessel for 214 consecutive calendar days, from 9th of May 2022 (contracted Redelivery Date) to the delivery of this Notice.

⁷ Appendix 5.1 and 5.2

Consequently, the Contractor has no contractual right to suspend work and is, in accordance with Clause 20.1 (g), in material breach of its obligations in accordance with the Contract by its consistent and intentional non-performance of work and the failure to reach a monthly work progress of at least four (4) per cent for more than three (3) consecutive months. The Contractor has as per this day continuously failed to perform his obligations in accordance with the Contract. Such non-performance is a termination event in accordance with Clause 20.1 (g).

Furthermore, the Contractor has failed to perform any outfitting works for a running period of over 180 (one hundred and eighty) consecutive calendar days, despite the fact (i) that the Owner has paid in full all the invoices issued in accordance with the Contract terms (meaning the Owner's delay is not applicable), (ii) there were never any reference to Force Majeure nor were there any incidents in or around Contractors shipyard that might be considered as such and (iii) that he has been given 3 (three) written notices by the Owner, leaving Contractor significantly more than 15 (fifteen) calendar days to remedy his breach of the Contract.

Given that the Contractor has not still proceeded to fulfil its contractual obligations and has been duly notified, the Owner is clearly within its rights to terminate the Contract in accordance with the provisions of Clause 20.1(a) and 20.1(b).

Delay in redelivery

The Vessel (as defined in the Contract) was delivered to the Contractor on 9 June 2021 as evidenced by the Protocol of Delivery². The Redelivery Date is defined in Clause 14.2.1 as a date falling ten (10) calendar months after the delivery to the Contractor of the Vessel. Consequently, Redelivery Date was 9 May 2022. No extensions of the Redelivery Date have been agreed. The delay in redelivery has continued for a period of 214 (two hundred and fourteen) days on the day of delivery of this notice, that is a termination event under Clauses 20.1 (c) and 15.2.1.

Vessel insurance

The Contractor has failed and is failing to keep the Vessel insured since 15 November 2022. The Contractor has an obligation to always keep the Vessel insured in accordance with Clause 18.1 in the Contract. The insurance provided expired on 15 November 2022 and has not been renewed. The omission to keep the Vessel insured is a termination event in accordance with Clause 20.1 (d).

Please note that this failure already occurred in period of April through mid-July 2022, and the Contractor has been notified by the Owner, but has managed to procure a retroactively valid insurance policy, which has expired on November 15th, 2022. Such actions are not acceptable by the Owner since the vessel has been exposed to damages.

Contractor's insolvency

It is obvious that the Contractor is insolvent, given that he has stated his insolvency as a reason for submitting several pre-bankruptcy motions to the Commercial Court in Split, last being one dated May 4th, 2022.

The Contractor's insolvency, a state lasting for a span of at least 6 (six) consecutive months, has further been invoked by suspension of pre-bankruptcy procedure, meaning that there is no reasonable ground to presume that the insolvency issue of the Contractor shall be resolved in due time.

The Contractor's insolvency *per se* is a termination event in accordance with Clause 20.1 (e) in the Contract.

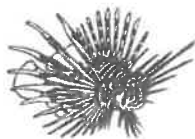
Please note that, by the order of the Commercial Court in Split, the Contractor was placed into regular bankruptcy procedure on 1 August 2022, which order was confirmed by the High Commercial Court in Croatia by a resolution dated 28 September 2022. Bankruptcy hearing is scheduled for December 16th, 2022.

Termination

In accordance with Clause 20.1.1 in the Contract, the Owner hereby terminates the Contract because of the Contractor's default under the Contract as referred to above. **The termination is in effect immediately, upon the delivery of this Notice.**

Owners claims against the Contractor

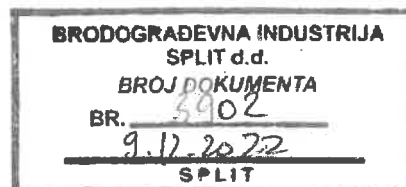
² Appendix 2.1 and 2.2



VITERLEF MANAGEMENT LIMITED

Quijano Chambers, P.O. Box 3159, Road Town, Tortola, British Virgin Islands
tel : +44 203 1631782 , e-mail : operations@viterlef.com

Brodograđevna Industrija Split, dioničko društvo
(Brodosplit JSC)
OIB/PIN 18556905592
Put Supavla 21
21000 Split
Croatia



BY EMAIL:

Attn: Tomislav Debeljak
Tomislav.Debeljak@divgroup.eu

Attn: Tomislav Čorak
Tomislav.Corak@divgroup.eu

Attn: Dalibor Vuličević
Dalibor.Vukicevic@brodosplit.hr

Split, 09th of December, 2022

Subject: Contract NB 491 for completion of one 45,000 dwt tanker vessel – termination notice

Dear sirs,

We refer to the contract NB 491 for completion of one 45,000 dwt tanker for chemicals and oil products dated 12 March 2021 (the "Contract") and concluded between Brodosplit JSC (the "Contractor") and Viterlef Management Ltd (the "Owner"). Terms defined in the Contract shall have the same meaning as and when used herein.

We note the following.

Suspension of performance of work

Without any prior notice or discussion, the Contractor suspended performance of all Contractor's work as per his notice provided on the 22 March 2022. The suspension of work was contested by the Owner in writing on 23 March 2022 whereby the Contractor was reminded to continue to perform his obligations fully in accordance with the Contract. The Contractor's suspension of work is based on a misinterpretation of the Contract and an incorrect calculation of amounts due to the Contractor, however, the Contractor has issued, on April 20th 2022, the verified "Balance payment status"¹, in which he himself confirmed that the Owner had no outstanding debt towards the Contractor, and that "*invoices issued in accordance with the terms of the Contract have been paid completely*".

The Owner has continuously tried to achieve the Contractor's resumed performance and presented an additional written reminder by way of written minutes of a meeting held between the Owner and the Contractor on 16 May 2022 as well as letters dated 13 June 2022, 21 June 2022 and 21 July 2022 requesting the fulfilment of contractual obligations by the Contractor, including the immediate continuation of work on the subject Vessel.

¹ Appendix 1

Subject: Obavijest o pismenu u sigurnom elektroničkom poštanskom pretincu

From: eSpis - usluge <usluge@pravosudje.hr>

Date: 22.12.2022. 13:32

To: <studio@legale-prelec.hr>, <studio@legale-prelec.hr>

Poštovani,

Općinski sud u Rijeci je u Vaš sigurni elektronički poštanski pretinac **22. prosinca 2022.** dostavio sljedeća pismena iz predmeta **R1-167/2022:**

- R1-167/2022-12 / Podnesak - Nalaz i mišljenje vještaka
- R1-167/2022-13 / Odluka - Rješenje

Pismena možete preuzeti u svom sigurnom elektroničkom poštanskom pretincu na adresi

<https://usluge.pravosudje.hr/komunikacija-sa-sudom/pregledOtpravaka.xhtml>.

Rok za preuzimanje pismena započinje **23. prosinca 2022.**

Ako se pismena ne preuzmu u roku od 15 dana, smatrat će se da je dostava obavljena istekom roka od 15 dana od dana kada je pismo pristiglo u siguran elektronički poštanski pretinac, u skladu s člankom 143.c stavkom 5. Zakona o parničnom postupku.

--

Napomena: poruka je proslijeđena automatski i molimo Vas da na nju ne odgovarate.

Podaci o vlasniku elektroničkog poštanskog pretinca: odvjetnik, Anita Prelec, OIB: 22732555411, studio@legale-prelec.hr;studio@legale-prelec.hr.

Subject: Obavijest o pismenu u sigurnom elektroničkom poštanskom pretincu

From: eSpis - usluge <usluge@pravosudje.hr>

Date: 22.12.2022. 13:34

To: <studio@legale-prelec.hr>, <studio@legale-prelec.hr>

Poštovani,

Općinski sud u Rijeci je u Vaš sigurni elektronički poštanski pretinac **22. prosinca 2022.** dostavio sljedeća pismena iz predmeta **R1-167/2022:**

- Prilog R1-167/2022-12-1 - Račun-R1-167_2022
- R1-167/2022-14 / Odluka - Rješenje - naknada troškova i nagrada za obavljeno vještačenje

Pismena možete preuzeti u svom sigurnom elektroničkom poštanskom pretincu na adresi

<https://usluge.pravosudje.hr/komunikacija-sa-sudom/pregledOtpravaka.xhtml>.

Rok za preuzimanje pismena započinje **23. prosinca 2022.**

Ako se pismena ne preuzmu u roku od 15 dana, smatrat će se da je dostava obavljena istekom roka od 15 dana od dana kada je pismo pristiglo u siguran elektronički poštanski pretinac, u skladu s člankom 143.c stavkom 5. Zakona o parničnom postupku.

--

Napomena: poruka je proslijeđena automatski i molimo Vas da na nju ne odgovarate.

Podaci o vlasniku elektroničkog poštanskog pretinca: odvjetnik, Anita Prelec, OIB: 22732555411, studio@legale-prelec.hr;studio@legale-prelec.hr.

M. P.

Odgovorna osoba:

Anita Prelec

No	Name	Order No. date of order	Date of delivery	Period on warehouse	Expiration period	Expiry date	Quantity, Lts	Unit price, Eur per Lt	Subtotal price, EUR
1	TANKGUARD SPECIAL ULTRA LIGHT GRAY JOTUN.	ORDER No 3. 23.11.2021	10.12.2021	12 MONTHS.	ONE YEAR FROM 08.2021.	AUGUST 2022	1680	21,7	36,356
2	TANKGUARD 412 WHITE JOTUN.	ORDER No 3. 23.11.2021	2.11.2021	11 MONTHS.	ONE YEAR FROM 10.2021.	OCTOBER 2022	195	17,0	3,315
3	TANKGUARD 412 WHITE JOTUN.	ORDER No 3. 23.11.2021	10.12.2021	12 MONTHS.	ONE YEAR FROM 10.2021.	OCTOBER 2022	510	17,0	8,67
4	TANKGUARD SPECIAL ULTRALIGHT RED JOTUN.	ORDER No 4. 22.12.2021	30.12.2021	11 MONTHS.	ONE YEAR FROM 10.2021.	OCTOBER 2022	560	21,7	12,152
5	TANKGUARD SPECIAL ULTRALIGHT RED JOTUN.	ORDER No 5. 30.03.2022	11.4.2022	8 MONTHS.	ONE YEAR FROM 10.2021.	OCTOBER 2022	300	21,7	6,51

Total liters:

3245

Total Price, EUR

67,003

ITT-RIJEKA - Žarko Filipović <info@ittrijeka.hr>

Tue, 6 Dec, 16:41 (23
hours ago)

to me, Zoran

Dear Mikhail,

We have checked with our technical dept. and unfortunately there is no possibility to use the paint anymore.

All this paint is not „regular“ anticorrosive paint but is special paint used for drinking water or chemical products. So we can not risk having any problems either with health issue (drinking water) or product performanse in chemical cargo tanks.

Regarding new offer, below you will find new prices.

1. Tanguard 412 – 17 Eur/lit
2. Tanguard Special Ultra – 21,7 Eur/lit
3. Thinner n.23 – 4,65 Eur/lit

We remain at your full disposal.

Best regards.

Žarko Filipović, B.Sc.Econ.
FROSIO certified No. 5918
ITT-Rijeka d.o.o.
Tel: +385/51/706-500
Fax: +385/51/335-776
Mob: +385/98/724-555
Web: www.ittrijeka.hr



2. Shipyard support:

- Lashing, loading/unloading, preparing of packing lists/other activities per request:
35 EUR/man hour
- Technical documentation (preparing of all documents, necessary for issuing of CS maritime approvals):
45 EUR/man hour
- Transport, accommodation (3.MAJ Shipyard's staff engaged for all transportation activities):
As per documented costs (invoices)
- Classification society: As per CS offer, to be obtained/submitted before starting of transportation

Kind regards

Siniša Ostojić, mag.ing.nav.arch.

RUKOVODITELJ KOMERCIJALE / COMMERCIAL MANAGER
3.MAJ Brodogradilište d.d. / 3.MAJ Shipyard JSC
Liburnijska 3, 51 000 RIJEKA / PO BOX 197 / CROATIA
T: 051 611 690 / + 385 51 611 690
M: 099 2281 207 / + 385 99 2281 207
sinisa.ostojic@3maj.hr



3. MAJ
Brodogradilište d.d.

**3. MAJ****Brodogradilište d.d.**HR 51000 RIJEKA, Liburnijska 3 – HRVATSKA, p.p. 197
e-mail: gmanageroffice@3maj.hr, web: www.3maj.hr

Tel.: +385 (0) 51 611-111

+385 (0) 51 611-000

Fax.: +385 (0) 51 611-670

ISO 9001
ISO 14001
ISO 45001
BUREAU VERITAS
Certified

Evid.br. / Ref. No:

VITERLEF MANAGEMENT LIMITED

Att: Mr. Zoran Šunjić

Vaš znak / Your sign:

Naš znak / Our sign:

Datum/Date: Rijeka, 30th
September 2022

Predmet / Subject: Viterlef/completion of m/v ONEGA GULF

Dear Mr Šunjić

With reference to the subject matter, we are pleased to present you the budget costs related to transportation of material and goods from Split to Rijeka (which operation is necessary in order to complete the works related to final outfitting of the vessel in 3.MAJ Shipyard), as follows:

1. Transportation services**- Transport by barge/tug:**

No. of tours: 1

Barge: 56 x 22.5 x 5.3 m, 4.500 DWT

Hours for transfer: 80 hours – (rough estimation, subject to weather and organizational conditions)

Indicative price: 60.000 EUR (plus VAT)

- Transport by trucks:

No. of tours: 50 – rough estimation

Indicative price: 75.000 EUR (plus VAT) – 1,500 EUR/tour

• Uprava / Director: Edi Kučan
• Predsjednik Nadzornog odbora / President of the Supervisory Board: Juraž Soljić
• Temeljni kapital / Capital stock: 181.214.000,00 HRK (uplaćen u cijelosti / entirely paid)
• Broj izdanih dionica / Nominalna vrijednost / No. of issued shares / Nominal share value: 1.812.140 @ 100,00 HRK

BANKA I SJEDIŠTE / BANK AND ADDRESS
ERSTE & STEIERMÄRKISCHE BANK d.d., Jadranski trg 3A, 51000 Rijeka
Privredna banka Zagreb d.d., Radnička cesta 50, 10000 Zagreb

IBAN
HR8024020061100445061
HR4023400091110805277

• Trgovački sud u Rijeci / Commercial Court in Rijeka
• MBS / Reg No.: 040000833
• OIB / Personal identification number: 86167814130
• PDV id. broj / VAT number: HR96167814130

SWIFT CODE
ESBCHR22
PBZGHR2X