

INNBRUCK HOLDINGS LIMITED, trgovačko društvo osnovano po pravu Cipra, sa sjedištem na Cipru, Nikozija, Oneworld Parkview House 4th floor OIB: 81912051963, kao prodavatelj (u daljnjem tekstu **Prodavatelj**),

i

Limoges Investments Limited, trgovačko društvo osnovano po pravu Cipra, sa sjedištem na Cipru, 2063 Nikozija, 75 Prodromou Avenue, OIB: Q1357560036 registrirano u Registru trgovačkih društava Cipra pod brojem HE 173591, kao kupac (u daljnjem tekstu: **Kupac**),

u daljnjem tekstu Prodavatelj i Kupac zajedno kao **Stranke**,

sklopili su na temelju članaka 219., 221. i 222. Pomorskog zakonika Republike Hrvatske (Narodne novine br. 181/2004, 76/2007, 146/2008, 61/2011, 56/2013, 26/2015, 17/2019, dalje u tekstu: **PZ**), ovaj

**UGOVOR O
KUPOPRODAJI PLOVILA**
(u daljnjem tekstu: **Ugovor**)

Predmet Ugovora

Članak 1.

(1) Stranke su suglasne:

1. da je Prodavatelj u upisniku brodova Republike Hrvatske, Lučka kapetanija Split, upisan s danom 12.06.2020. kao hipotekarni vjerovnik radi osiguranja tražbine u iznosu od 18.681.258,26 EUR (osamnaest milijuna šesto osamdeset tisuća dvjesto pedeset osam eura i dvadeset šest centi) protiv Hipotekarnog dužnika PHILIP ZEPTER JAhte d.o.o., Split, Put Brodarice 6, OIB: 10509350342, dalje u tekstu: **Hipotekarni dužnik**, na brodići, NIB: 243475, Oznaka: 1023 ST, sve upisano u upisnik brodova Lučke kapetanije Split u uložak broj 243475 (u daljnjem tekstu: **Plovilo**), sukladno Izvratku iz upisnika brodova Lučke kapetanije Split od 02.03.2021. koji kao prilog 1 ovog Ugovora čini njegov sastavni dio;

INNBRUCK HOLDINGS LIMITED, a Cyprus – based company, having its registered seat in Cyprus, Nicosia, Oneworld Parkview House 4th floor, PIN: 81912051963 as the Seller (hereinafter referred as **the Seller**),

and

Limoges Investments Limited, a Cyprus-based company, having its registered seat in Cyprus, 2036 Nicosia, 75 Prodromou Avenue, PIN: 01357560036, registered with the Registrar of Companies with number HE 173591, as the Buyer (hereinafter referred as: **the Buyer**),

hereinafter together referred as **the Parties**,

have executed, pursuant to Articles 219, 221, and 222 of the Maritime Code of the Republic of Croatia (Official Gazette no. 181/2004, 76/2007, 146/2008, 61/2011, 56/2013, 26/2015, 17/2019, hereinafter: the **MC**) this

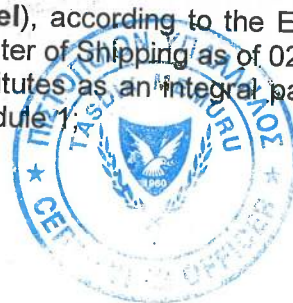
**AGREEMENT ON THE SALE AND
PURCHASE OF THE VESSEL**
(hereinafter: **the Agreement**)

Scope of the Agreement

Article 1

(1) The Parties hereby agree that:

1. the Seller has been registered in the register of ships of the Republic of Croatia, Harbourmaster's Office Split, with date June 12, 2020 as a pledge creditor to secure the claim in the amount of EUR18,681,258.26 (eighteen million six hundred eighty thousand two hundred fifty-eight euros and twenty-six cents) against the Pledge Debtor PHILIP ZEPTER JAhte Ltd., Split, Put Brodarice 6, OIB: 10509350342, hereinafter referred to as: **the Pledge Debtor**, on the coastal boat, NIB: 243475, Designation: 1023 ST, all registered with the register of ships of the Harbourmaster's Office Split under entry number 243475 (hereinafter: **the Vessel**), according to the Excerpt from the Register of Shipping as of 02.03.2021 which constitutes as an integral part hereof as its Schedule 1.





2. da je Prodavatelj ponudio Kupcu sklapanje ovog Ugovora u postupku izvansudske prodaje Plovila na temelju članka 219. stavka 1., članka 221. i članka 222. PZ-a, radi namirenja svoje tražbine osigurane založnim pravom opisanim pod prethodnom točkom 1.;
3. da je Kupac prihvatio ponudu Prodavatelja iz točke 2. ovog stavka pod uvjetom da se zabilježba izvansudske prodaje Plovila upiše u upisniku brodova nadležne Lučke kapetanije;
4. da je Prodavatelj na temelju članka 219. stavka 1. i članka 222. stavka 1. PZ-a ishodio upis zabilježbe izvansudske prodaje Plovila u upisniku brodova Lučke kapetanije Split.
5. da je tržišnu vrijednost Plovila procijenio ovlašteni sudski vještak za pomorski promet i procjenitelj vrijednosti plovila Damir Višić iz Splita, Stepinčeva 71, u visini od EUR 207.000,00 (slovima: dvjesto sedam tisuća eura) na temelju procjene koja čini sastavni dio ovog Ugovora kao njegov prilog 2.;
6. da je Kupac u cijelosti upoznat s pravnim i materijalnim stanjem Plovila te na isto ne stavlja nikakve primjedbe;
7. da Kupac prema Prodavatelju ima dospjelo, a neplaćeno potraživanje u visini od 210.000,00 eura (devet dvjesto deset tisuća eura po osnovi 02.01.2021.;
8. da Prodavatelj ne snosi nikakvu odgovornost niti daje nikakvu vrstu garancije Kupcu, a pogotovo onu koja se odnosi na korištenje, stanje i tehničku sposobnost Plovila;
9. da su sve okolnosti navedene u ovom članku Ugovora uzete u obzir te su uračunate u finalnu kupoprodajnu cijenu Plovila kako je utvrđena u ovom Ugovoru.

2. the Seller offered to the Buyer the execution of this Agreement within the out-of-court sale proceedings of the Vessel under Article 219. Section 1., Article 221, and Article 222 of the MC to settle the Seller's claim insured under the pledge described under Item 1 herein;
3. the Buyer had accepted the Seller's offer described under Item 2 herein, under the condition that the recordation of the out-of-court sale of the Vessel shall be registered in the register of ships of the competent Harbourmaster's Office;
4. the Seller had obtained, pursuant to Article 219 Section 1 and Article 222 Section 1 of the MC, the recordation of the out-of-court sale of the Vessel in the register of ships of the Harbourmaster's Office in Split.
5. the market value of the Vessel has been appraised by the verified court expert for maritime transport and vessel valuer Damir Višić, from Split, Stepinčeva 71, in the amount of EUR 207.000,00 (in letters: two hundred and seven thousand euros) pursuant to the appraisal which constitutes an integral part hereof as Schedule 2;
6. the Buyer is fully knowledgeable of the current legal and the material condition of the Vessel and has no objections to it;
7. the Buyer has a due, unpaid claim against the Seller in the amount of EUR 210.000,00 (in letters: two hundred and ten thousand euros) under the Loan Agreement as of 02.01.2021;
8. the Seller has no responsibility, nor does he give any kind of guarantee, and especially regarding the usage, state or technical capability of the Vessel;
9. all the circumstances stated herein have been considered and incorporated in the finale sale and purchase price for the Vessel as determined hereunder.





Kupoprodajna cijena i plaćanje

Članak 2.

(1) Stranke su suglasne da ovim Ugovorom Prodavatelj prodaje, a Kupac kupuje Plovilo.

(2) Stranke su suglasne da ukupna kupoprodajna cijena za Plovilo iznosi **EUR 207.000,00 (slovima: dvjesto sedam tisuća eura)** NETO bez PDV-a (u daljnjem tekstu: Cijena).

(3) Stranke su suglasne da obveza Kupca na isplatu Cijene dospijeva odmah s danom potpisivanja ovog Ugovora te Stranke suglasno izjavljuju da prebijaju potraživanje Prodavatelja na isplatu Cijene po ovom Ugovoru s potraživanjem Kupca opisanom u članku 1. stavku 1. točki 7. ovog Ugovora, pa stoga sklapanjem ovog Ugovora:

1. u cijelosti je isplaćena Cijena, a potraživanje Prodavatelja po osnovi isplate Cijene prestaje u cijelosti;
2. potraživanje Prodavatelja prema Hipotekarnom dužniku iz članka 1. stavka 1. točke 1. ovog Ugovora djelomično je namireno u visini Cijene u iznosu od EUR 207.000,00 (slovima: dvjesto sedam tisuća eura) te Prodavatelj nadalje ima prema Hipotekarnom dužniku preostalo potraživanje u visini od 210.000,00 eura.

(4) Uzevši u obzir činjenična utvrđenja iz stavka 3. ovog članka, Stranke su suglasne da se obveza plaćanja Cijene smatra izvršenom u cijelosti s danom potpisa ovog Ugovora.

Odgovornost za nedostatke

Članak 3.

(1) Kupac je prije zaključenja ovog Ugovora izvršio uvid u svu relevantnu dokumentaciju u odnosu na Plovilo, izvršio pregled Plovila te je

Sale and Purchase Price and Payment

Article 2

(1) The Parties hereby agree that under this Agreement the Seller sells and the Buyer buys the Vessel.

(2) The Parties hereby agree that total sale price for the Vessel shall be **EUR 207.000,00 (in letters: two hundred and seven thousand euros)** NET excluding VAT (hereinafter referred as: **the Price**).

(3) The Parties agree that the obligation of the Buyer to pay the Price is due immediately, as of the date of execution of this Agreement, and the Parties cordially declare that they shall settle the Buyer's claim to payment of the Price under this Agreement against the Seller's claim described under Article 1 Section 1 Item 7 hereunder, so that as of the execution of this Agreement:

1. the Price has been paid in full, and the Seller's claim for payment of the Price ceases in full;
2. the Buyer's claim against the Pledge Debtor under Article 1 Section 1 Item 1 hereunder has been partially settled in the amount of the Price of EUR 207.000,00 (in letters: two hundred and seven thousand euros) and the Seller has further claim against the Pledge Debtor in the remaining amount of EUR 210.000,00;

(4) Taking into consideration the circumstances determined under Section 3 herein, the Parties hereby agree that the obligation of paying the Price is considered fulfilled in full with the date of execution of this Agreement.

Responsibility for Deficiencies

Article 3

(1) Prior to the conclusion of this Agreement the Buyer has examined all relevant documents related with the Vessel, has examined the



u cijelosti upoznat sa pravnim i operativnim stanjem Plovila.

(2) Radi izbjegavanja svake sumnje Kupac kupuje Plovilo u stanju „viđeno – kupljeno“.

Preuzimanje u posjed i troškovi

Članak 4.

(1) Stranke su suglasne da Kupac može odmah po izvršenju obveze plaćanja ukupne Cijene, u skladu s člankom 2. ovog Ugovora, stupiti u posjed Plovila koje se nalazi u Sjevernoj luci u Splitu odnosno da je Kupac, na temelju izvotka iz upisnika brodova i ovog Ugovora ovlašten neposredno tražiti ovrhu protiv Hipotekarnog dužnika radi predaje Plovila u posjed.

(2) Svi troškovi vezani za Plovilo, a posebno koji se odnose na održavanje i servis Plovila, troškove marine i sidrenja snosit će Kupac od trenutka preuzimanja Plovila u posjed.

(3) Svi troškovi, porezi, carina i ostali troškovi proizašli iz ovog Ugovora idu na teret Kupca.

Clausula Intabulandi

Članak 5.

(1) Prodavatelj izričito i neopozivo dopušta Kupcu, da bez potrebe bilo kakvog daljnjeg pitanja i/ili odobrenja, Plovilo prenese na svoje ime i vlasništvo u upisniku brodova nadležne lučke kapetanije, te svim drugim javnim očevidnicima i evidencijama.

(2) Prodavatelj izričito i neopozivo dopušta Kupcu da svoje pravo vlasništva na Plovilu, sukladno odredbi stavka 1. ovog članka, upiše u prednosnom redu zabilježbe izvansudske prodaje opisane u članku 1. stavku 1. točki 4. ovog Ugovora.

(3) Stranke su suglasne da je Kupac ovlašten tražiti upis svog prava vlasništva u upisniku brodova na temelju ovog Ugovora sukladno članku 223. stavku 2. PZ-a, a budući da je ovaj Ugovor propisno ovjeren.

Vessel, and is fully acquainted with legal and operational condition of the Vessel.

(2) To avoid all doubt, the Buyer buys the Vessel in the "as seen" condition.

Taking the Possession of the Vessel and Costs

Article 4

(1) The Buyer may immediately upon the fulfilment of obligation of payment the entire Price, in accordance with the Article 2 of this Agreement; enter into the possession of the Vessel, located in the Northern port of Split and that the Buyer is entitled, based on the excerpt from the register of ships and this Agreement, to directly motion for an enforcement against the Pledge Debtor in order to take possession of the Vessel.

(2) All costs related to the Vessel, this refers especially to the maintenance and service of the Vessel, the costs of the marina and anchor shall be borne by the Buyer from the moment of entering into the possession of the Vessel.

(3) All costs, taxes, customs and other costs that have arisen from this Agreement will be covered by the Buyer.


Clausula Intabulandi

Article 5

(1) The Seller expressly and irrevocably allows the Buyer, without the need for any further question and / or approval, to transfer the Vessel to his name and ownership in the register of ships of the competent Harbourmaster's Office, and all other public registers and records.

(2) The Seller expressly and irrevocably allows the Buyer to enter his right of ownership on the Vessel, in accordance with the provisions of Section 1 of this Article, in the priority order of the recordation of the out-of-court sales described in Article 1 Section 1 item 4 of this Agreement.

(3) The Parties agree that the Buyer is authorised to request the registration of its ownership rights in the register of ships on the basis of this Agreement in accordance with



(4) Kupac prihvaća da Prodavatelj i nadalje na Plovilu ostane upisan kao hipotekarni vjerovnik do potpunog namirenja potraživanja Prodavatelja prema Hipotekarnom dužniku opisanog u članku 1. stavku 1. točki 1. ovog Ugovora.

Korespondencija

Članak 6.

(1) Stranke ovime izričito potvrđuju da su njihove valjane adrese i sjedišta za međusobnu prepisku one koje su navedene na zaglavlju ovog Ugovora, te u slučaju da bilo koja od Stranaka za trajanja Ugovora promijeni adresu ili sjedište dužna je odmah pisano obavijestiti drugu Stranku o promjeni svoje adrese ili sjedišta.

(2) Sva i bilo kakva međusobna očitovanja Stranaka ovog Ugovora bit će valjana isključivo ako su sačinjena u pisanom obliku, poslana i zaprimljena od druge Stranke Ugovora, te se ista mogu uputiti drugoj Stranci na način: a) neposredno predati drugoj Stranci uz uvjet da ta Stranka potpiše da je primila pismeno i naznači datum zaprimanja, ili b) poslati preporučenom poštom na adresu druge Stranke, ili c) poslati putem javnog bilježnika.

Rješavanje sporova i mjerodavno pravo

Članak 7.

(1) Stranke će sve eventualne nesporazume i sporove pokušati riješiti mirnim putem, a u slučaju svih sporova koji proizlaze iz Ugovora i/ili u vezi s njim, uključujući i sporove koji se odnose na pitanja njegova valjanog oblike, nastanka, povrede ili prestanka, kao i na sve pravne učinke i posljedice koji iz toga proistječu ili mogu proistći Stranke ugovaraju nadležnost stvarno nadležnog suda u Zagrebu uz mjerodavno pravo Republike Hrvatske.

(2) Ovaj Ugovor sadrži potpuni dogovor Stranaka u pogledu odnosa koje regulira, a eventualne izmjene i/ili dopune Ugovora su pravno valjane isključivo u pisanom obliku.

Article 223, paragraph 2 of the MC, since this Agreement is duly certified.

(4) The Buyer accepts that the Seller remains registered on the Vessel as a pledge creditor until the Seller's claim against the Pledge Debtor described under Article 1, Section 1, Item 1 of this Agreement is fully settled.

Correspondence

Article 6

(1) The Parties hereby explicitly confirm that their valid addresses and seats for the mutual correspondence are those stated in the head of this Agreement, and in case any of the Party changes its address or seat the said Party is obliged to inform the other Party on address or seat change in written immediately.

(2) Any communications exchanged between the Parties shall be valid only if made in writing, sent to and received by the other Party and may be delivered to the other Party either: a) by hand provided that such other Party signs and dates a relevant receipt, or b) by registered mail to the other Party's address, or c) through a notary public.

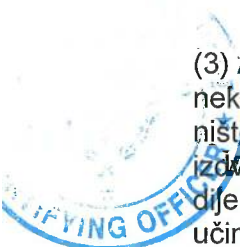
Dispute Resolution and the Governing Law

Article 7

(1) All eventual disagreements and disputes, Parties shall try to resolve amicably, and for all disputes resulting from this Agreement and/or related to it, including all disputes related on the Agreements form, formation, violation or termination, as well as all legal effects and consequences that derive or may be derived from those, Parties agree on jurisdiction of the competent court in Zagreb with law of the Republic of Croatia as the governing law.

(2) This Agreement includes complete arrangement of the Parties regarding relations that are regulated by it, and any amendments and/or additions of this Agreement will be legally valid only if made in written.





(3) Ako sud ili drugo nadležno tijelo utvrdi da je neka odredba ovog Ugovora bila ili je postala ništetna, nevažeća ili neprovediva, ista će biti izdvojena iz Ugovora koji će u svom preostalom dijelu ostati na snazi, proizvodeći pravne učinke.

(3) If the court or the other competent authority determine that any provision of this Agreement was or is invalid or unenforceable, said provision shall be excluded from this Agreement, which then will remain in force in the remaining part and take legal effects.

Završne odredbe

Članak 8.

(1) Ovaj Ugovor sastavljen je u dva istovjetna primjerka, od kojih jedan pripada javnom bilježniku koji ovjerava potpise, jedan pripada Prodavatelju zajedno s dvije ovjerene preslike, dok dvije ovjerene preslike pripadaju Kupcu.

(2) Naslovi nad pojedinim odredbama Ugovora služe samo u svrhu lakšeg snalaženja i nemaju značenje za određivanje prava i obveza Stranaka kao niti sadržaja tih odredaba.

(3) Ovaj Ugovor sačinjen je na hrvatskom i engleskom jeziku. Ako iz bilo kojih razloga hrvatska i engleska verzija ne budu u svemu, a posebno u pravnim pojmovima, podudarne, Stranke su suglasne da će u tom slučaju prevladavati hrvatska verzija Ugovora.

(4) U znak suglasnosti s pravima i obvezama koje proistječu iz ovog Ugovora, Stranke, nakon što su Ugovor pročitale i protumačile, isti vlastoručno potpisuju.

(5) Ovaj Ugovor stupa na snagu i postaje obvezujući danom kada ga potpišu obje Stranke.

Closing Provisions

Article 8

(1) This Agreement is entered into two identical copies, out of which one shall be for the notary public who shall certify the Parties' signatures, one original and two certified copies shall be for the Seller and two certified copies shall be for the Buyer.

(2) Headings above the particular provisions of the Agreement are for ease of reference only and have no meaning in determining the rights and obligations of the Parties or the content of those provisions.

(3) This Agreement has been drafted in Croatian and English. If, for whatever reason, the Croatian and English versions do not coincide in everything, and especially in legal terms, the Parties agree that the Croatian version of the Agreement will prevail.

(4) As a sign of their agreement to the rights and obligations that arise out of this Agreement the contracting Parties, after having read and understood this Agreement, sign it.

(5) This Agreement shall be valid and binding on the date on which both Parties have signed it.



PRILOZI:

1. Izvadak iz registra brodova od _____
2. Procjena tržišne vrijednosti Plovila od 18.2.2021.

U Nicosiji 02.03.2021

PRODAVATELJ / THE SELLER:



INNBRUCK HOLDINGS LIMITED,
koje zastupa / duly represented by
Ms. Maria Zarkos and Mr. Mario Tziortzis


Ms. Maria Zarkos


Mr. Mario Tziortzis

SCHEDULES:

1. Excerpt from the Register of ships as of _____
2. Market Value Appraisal of the Vessel as of February 18, 2021

In Nicosia on 02.03.2021

KUPAC / THE BUYER:



Limoges Investments Limited
koje zastupa / duly represented by
Mr. Savvas Shiatis


Mr. Savvas Shiatis

Signed (or sealed) this day in my presence
by MARIA ZARKOS, SAVVAS SHIATIS, MARIOS TZIORTZIS
As the Certifying Officer, I certify only the signature
which appears on document and assume no
responsibility for the content of this document. In
testimony whereof I have hereto set my hand and
official seal this 02nd day of MARCH 2021


GEORGIOS DEMETRIOU
Certifying Officer, Nicosia - Cyprus



This is to certify that the signature appearing above/overleaf is the signature of Mr. GEORGIOS DEMETRIOU.....
a Certifying Officer of Nicosia appointed by the Minister of the Interior of the Republic of Cyprus under the Certifying Officer Law 165(I)/2012, to certify signatures and seals and that the seal opposite the said signature is that of the Certifying Officer of Nicosia. The District Officer certifies only the signature and the seal of the Certifying Officer and assumes no responsibility for the content of this document.
Nicosia - CYPRUS

Date....**03.MAR.2021**

For District Officer Nicosia



SOULLA TZIONI

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: Cyprus

This public document

2. has been signed by Theognosia (Soulla) Tzioni

3. acting in the capacity for District Officer

4. bears the seal/stamp of District Administration of Nicosia, Ministry of Interior

Certified

5. at APOSTILLE - MJPO

6. the 03/03/2021

7. by Louiza Marathefti

8. No NIC MJPO-NIC 000173444/2021

9. Seal/stamp:

10. Signature:

For Permanent Secretary
Ministry of Justice and Public Order
85032601

