

BINDING LETTER OF INTENT

We, **HARVEY NORMAN CROATIA d.o.o.** (hereinafter: "**HNC**"), a limited liability company with a registered seat in Zagreb, Velimira Škorpika 34/2, registered with the Commercial Court in Zagreb under registration no. 080541063, Croatian tax no. (OIB): 9775719348, represented by its member of the management board (*director*) Mr. Goran Spasevski and (*Investments General Manager – CEE*) Marko Kavčič,

issued this binding letter of intent on 06 October 2023, to

Mr. JOSIP ŠARKO (hereinafter: "**G. ŠARKO**") from Zagreb, Milivoja Matošeca 12, OIB: 16879109041, a bankruptcy creditor in bankruptcy proceedings St - 630/2018, Commercial Court in Split, of the company KUMULUS d.o.o. (KUMULUS) za građevinarstvo i poslovanje nekretninama u stečaju, headquartered in Split, Velebitska 20, OIB: 46189125711 and also one of the principals to **AGRAM NEKRETNINE d.o.o.** (hereinafter: "**AGRAM**"), Zagreb, Martićeva ulica 67, registered with the Commercial court in Zagreb, under no. 02577470, Croatian tax no. (OIB): 26464078142 for the purchase of real estate, comprising, inter alia, bankruptcy estate (real estate). **HNC**, **G. ŠARKO**, and **AGRAM** shall be jointly referred to as "Parties".

This binding letter of intent is issued also in favour of any other bankruptcy creditor/s in the aforementioned bankruptcy proceedings.

WHEREAS:

- A. Mr. ŠARKO is a bankruptcy creditor in the aforementioned proceedings, where, as per the Decision of The Commercial Court in Split Nr. 1.St-630/2018-104 from 03.10.2023, the bankruptcy estate is expected to sell the land plots specified in Attachment 1, with a total approximate surface of 41,286 m² (hereinafter: the "Land").
- B. HNC has expressed a clear interest in purchasing the Land.

HNC is issuing this **BINDING LETTER OF INTENT** under the following terms:

The land register and cadastral specification of the land plots comprising the Land is being given to the best knowledge of HNC at the moment of issuance of this letter of intent. In case of any contradictions within the land register and cadastral specification of the land plots forming the Land, the depiction of the land surface on the last page of this document (highlighted in red) is to be understood as decisive.

HNC expresses its willingness to enter into a pre-contractual agreement for the purchase of the Land.

The purchase of the Land is subject to the following conditions:

- A. Seller's ability to provide clear title over all land plots forming the Land.
- B. No ongoing denationalisation or expropriation proceedings concerning the Land.
- C. Land free from contamination, both legal and actual.
- D. Defined property boundaries in accordance with relevant law.
- E. No legal restrictions on traffic.
- F. Provision of all necessary accesses, driveways, and utilities.
- G. The purchase price will be deposited into the notary's escrow account and will be released to the seller upon the fulfilment of the above requirements from A. through F. and subject to a clear transfer of title on the Land, free from any encumbrances or third-party rights, to HNC.
- H. HNC will be committed to facilitate the deposition of the purchase price to the notary's escrow account within 21 days following the signing of the purchase agreement for the entire Land and provided that, in as far as the parts of the Land form bankruptcy estate, the bankruptcy court finally affirms such purchase.

The BINDING purchase price offered by HNC is 250 EUR/m². Based on the estimated 41,286 m², this totals to 10,321,500 EUR, excluding VAT. The purchase price is formed on the assumption of the fulfilment of all requirements listed above from A. through F.

Unless a pre-contract, taking into account of the above is signed, this binding letter of intent will expire on 10 November 2023 at 23:59.

This letter of intent is considered binding and confidential. It may not be disclosed by any of the Parties to any third party unless HNC provides an advance and explicit written consent in each case of disclosure.

This letter of intent is governed by Croatian law. The Courts in Zagreb shall have exclusive jurisdiction to adjudicate any disputes arising out of or related to this letter of intent.

This letter of intent is issued in two counterparts, of which the addressee will reserve one counterpart, and shall remain effective until 10 November 2023 at 23:59, after which it will no longer be valid.

Harvey Norman Croatia d.o.o.
Goran Spasevski, director

Harvey Norman
CROATIA d.o.o.
INVESTICIJE

Harvey Norman Europe d.o.o.
Marko Kavčič, Investments General
Manager - CEE

Marko Kavčič
Manager Infrastructure

06-10-2023

Pozicija	Katastar					Zemljiška knjiga						
	Općina	Posjedovni list	Katastarske čestice	SQM	ZK Čestica	od kat.čest.	Podvaja	Br. ZK Uložak	Vlastnik	SQM	čhv	Način uporabe
1	Resnik	335541	6679	3622/1	369,00 m2	2784/99	komplet	8245	Kumulus d.o.o.	1.018 m2	283,04 čhv	Oranica krč
2	Resnik	335541	6679	3603	3.530,00 m2	2784/100	komplet	1701	Kumulus d.o.o.	1.342 m2	373,0 čhv	Oranica
3	Resnik	335541	6680	3621/1	286,00 m2	2784/101	komplet	1699	Kumulus d.o.o.	1.157 m2	321,69 čhv	Oranica retkovčina
4	Resnik	335541	6680	3604	2.047,00 m2	2784/102	komplet	A	1799	Kumulus d.o.o.	2.613 m2	726,51 čhv Oranica krč
5	Resnik	335541	6682	3608	657,00 m2	953	komplet	23992	Kumulus d.o.o.	655 m2	182,0 čhv	Šuma krč u lazi
6	Resnik	335541	6685	3605	1.029,00 m2	958	komplet	4996	Kumulus d.o.o.	878 m2	244,0 čhv	Šuma krč u lazi
7	Resnik	335541	6678	3602	361,00 m2	959	dio	B	24282	Kumulus d.o.o.	968 m2	269,0 čhv Oranica, šuma i pašnjak krč u lazi
8	Resnik	335541	6678	3599	327,00 m2	960	dio	C	6710	Kumulus d.o.o.	1.072 m2	298,0 čhv Oranica, šuma i pašnjak krč u lazi
9	Resnik	335541	6210	4039	2.435,00 m2	964	dio	5250	Kumulus d.o.o.	3.784 m2	1.051,98 čhv	Šuma krč u lazi
10	Resnik	335541	747	3620/1	239,00 m2	2784/102	dio	A	1799	Kumulus d.o.o.	podvaja	podvaja Oranica krč
11	Resnik	335541	747	3609	639,00 m2	2784/102	dio	A	1799	Kumulus d.o.o.	podvaja	podvaja Oranica krč
12*1	Resnik	335541	6681	3619/1	251,00 m2	949/1	dio	D	4808	Kumulus d.o.o.	1.431 m2	398,0 čhv Oranica krč u lazi
12*2	Resnik	335541	6681	3619/1	,00 m2	950/1	komplet	4808	Kumulus d.o.o.	349 m2	97,0 čhv	Šuma i livada krč u lazi
13	Resnik	335541	6681	3612	1.111,00 m2	949/1	dio	D	4808	Kumulus d.o.o.	podvaja	podvaja Oranica krč u lazi
14	Resnik	335541	6684	3611	1.668,00 m2	951	komplet	23994	Kumulus d.o.o.	1.662 m2	462,0 čhv	Oranica i livada krč u lazi
15	Resnik	335541	6685	3610	1.830,00 m2	952	komplet	24023	Kumulus d.o.o.	1.672 m2	465,0 čhv	Oranica i livada krč u lazi
16	Resnik	335541	1778	3618/1	280,00 m2	948/1	dio	E	10202	Kumulus d.o.o.	406 m2	113,0 čhv Oranica
17	Resnik	335541	1778	3613	98,00 m2	948/1	dio	E	10202	Kumulus d.o.o.	podvaja	podvaja Oranica
18*1	Resnik	335541	6679	3616/1	368,00 m2	942/1	dio	F	6382	Kumulus d.o.o.	453 m2	126,0 čhv Šuma
18*2	Resnik	335541	6679	3616/1	,00 m2	943/1	dio	10193	Kumulus d.o.o.	824 m2	229,0 čhv	Šuma
18*3	Resnik	335541	6679	3616/1	,00 m2	941/1	dio	G	31	Kumulus d.o.o.	647 m2	180,0 čhv Šuma
19*1	Resnik	335541	6683	3615	544,00 m2	942/1	dio	F	6382	Kumulus d.o.o.	podvaja	podvaja Šuma
19*2	Resnik	335541	6679	3615	,00 m2	941/1	dio	G	31	Kumulus d.o.o.	podvaja	podvaja Šuma
19*3	Resnik	335541	6679	3615	,00 m2	940	komplet	23938	Kumulus d.o.o.	662 m2	184,0 čhv	Šuma krč u lazi
20	Resnik	335541	6685	3614/4	1.064,00 m2	939	komplet	23962	Kumulus d.o.o.	1.424 m2	396,0 čhv	Šuma krč u lozi
21*1	Resnik	335541	749	3614/3	1.854,00 m2	937	komplet	23989	Kumulus d.o.o.	874 m2	243,0 čhv	Šuma krč u lazi
21*2	Resnik	335541	749	3614/3	,00 m2	938	komplet	23989	Kumulus d.o.o.	816 m2	227,0 čhv	Šuma krč u lazi
22	Resnik	335541	746	3614/2	561,00 m2	936/2	dio	H	4520	Kumulus d.o.o.	849 m2	236,0 čhv Šuma krč u lazi
23	Resnik	335541	746	3614/1	714,00 m2	936/2	dio	H	4520	Kumulus d.o.o.	podvaja	podvaja Šuma krč u lazi
24*1	Resnik	335541	6682	3607	3.373,00 m2	954	komplet	23992	Kumulus d.o.o.	3.298 m2	917,0 čhv	Oranica krč u lazi
24*2	Resnik	335541	6682	3607	,00 m2	955	komplet	23992	Kumulus d.o.o.	331 m2	92,0 čhv	Pašnjak krč u lazi
25*1	Resnik	335541	6684	3606	3.199,00 m2	956	komplet	77	Kumulus d.o.o.	367 m2	102,0 čhv	Pašnjak krč u lazi
25*2	Resnik	335541	6684	3606	,00 m2	957	komplet	77	Kumulus d.o.o.	2.820 m2	784,0 čhv	Oranica krč u lazi
26	Resnik	335541	6678	3601	1.052,00 m2	959	dio	B	24282	Kumulus d.o.o.	podvaja	podvaja Oranica, šuma i pašnjak krč u lazi
27	Resnik	335541	6678	3600	803,00 m2	960	dio	C	6710	Kumulus d.o.o.	podvaja	podvaja Oranica, šuma i pašnjak krč u lazi
28*1	Resnik	335541	3176	4040/15	10.261,00 m2	964/1	dio					Parcela nije u ZK registru
28*2	Resnik	335541	3176	4040/15	,00 m2	933	komplet					Parcela nije u ZK registru
28*3	Resnik	335541	3176	4040/15	,00 m2	961	komplet	59	Kumulus d.o.o.	550 m2	153,0 čhv	Pašnjak krč u lazi
28*4	Resnik	335541	3176	4040/15	,00 m2	962	komplet	59	Kumulus d.o.o.	3.906 m2	1.086,0 čhv	Oranica krč u lazi
28*5	Resnik	335541	3176	4040/15	,00 m2	963	komplet	24163	Kumulus d.o.o.	2.330 m2	647,83 čhv	Livada krč u lazi
28*6	Resnik	335541	3176	4040/15	,00 m2	969/1	komplet	6070	Kumulus d.o.o.	90 m2	25,16 čhv	Livada
28*7	Resnik	335541	3176	4040/15	,00 m2	968/1	dio	109262	????	m2	,0 čhv	Oranica
28*8	Resnik	335541	3176	4040/15	,00 m2	935/1	dio	9171	????	m2	,0 čhv	Potok
29	Resnik	335541	Bez posj. lista	Bez br.kat.čestice	554,00 m2	2784/311	komplet	1799	Kumulus d.o.o.	554 m2	154,03 čhv	Ulica Slavonska avenija
30	Resnik	335541	Bez posj. lista	Bez br.kat.čestice	424 m2	936/1	komplet	107612	Kumulus d.o.o.	424 m2	118,0 čhv	Šuma
31	Resnik	335541	Bez posj. lista	Bez br.kat.čestice	460 m2	973	komplet	5221	Kumulus d.o.o.	460 m2	127,9 čhv	Šuma Resnik I.
32	Resnik	335541	Bez posj. lista	Bez br.kat.čestice	76 m2	997	komplet	5289	Kumulus d.o.o.	76 m2	21,0 čhv	Pašnjak
33	Resnik	335541	Bez posj. lista	Bez br.kat.čestice	32 m2	2784/269	komplet	24302	Kumulus d.o.o.	32 m2	9,0 čhv	Oranica

42.496,31 m2

40.794 m2



Slavonska avenija

KO RESNIK

I. Resnik I. odvojak

3622/1 1.

3621/1 3.

3620/1 10.

3619/1 12.

3618/1 16.

3616/1 18.

3615 19.

3614/4 20.

3614/3 21.

3614/2 22.

3614/1 23.

3607 24.

3606 25.

3601 26.

3600 27.

4040/15 28.

3604 4.

3609 11.

3611 14.

3610 15.

3608 5.

3605 6.

3602 7.

3599 8.

4039 9.

3603 2.

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