



KOLPA – INVEST d.o.o. sa sjedištem na adresi Trg mladih 3, Ljubljana, Republika Slovenija, OIB: 05582857838, zastupan po direktoru g. Borutu Faleskiniju, s jedne strane (dalje u tekstu: Kolpa - Invest d.o.o.)

MAAF RISK MANAGEMENT LIMITED sa sjedištem na adresi 75 Prodromou, ONEWORLD PARKVIEW HOUSE, 2063 Nikozija, Cipar, zastupano po direktorima Marii Zarkos i Mariosu Tziortzisu s druge strane (dalje u tekstu: Maaf Risk Management Ltd)

zajedno kao sporazumne strane (dalje u tekstu: Sporazumne strane)

sklopili su

**SPORAZUM
O UREĐENJU MEĐUSOBNIH ODNOSA
(dalje u tekstu: Sporazum)**

UVODNE ODREDBE

Članak 1.

1.1. Sporazumne strane uvodno utvrđuju kako pristupaju sklapanju ovog Sporazuma u svrhu uređenja svojih međusobnih odnosa prijenosom novčane tražbine koju Kolpa - Invest d.o.o. ima prema LANA – V d.o.o. u stečaju sa sjedištem u Splitu, Put brodarice 6, OIB: 10509350342 (dalje u tekstu: LANA – V d.o.o. u stečaju) na Maaf Risk Management Ltd, kao i u svrhu uređenja svojih međusobnih odnosa vezanih za sudski postupak temeljem pravomoćne i ovršne Presude Trgovačkog suda u Zagrebu, poslovni broj P-1028/2011 od 05.12.2014.

1.2. Sporazumne strane suglasno utvrđuju da ovim Sporazumom rješavaju svoje međusobne odnose na način kako je to definirano odredbama ovog Sporazuma.

TRAŽBINA I STEČAJNI POSTUPAK

Članak 2.

KOLPA – INVEST Ltd, with the registered seat in Ljubljana, Trg mladih 3, Republic of Slovenia, PIN: 05582857838, represented by the director Borut Faleskini (hereinafter: Kolpa - Invest Ltd)

and

MAAF RISK MANAGEMENT LIMITED, with the registered seat in 2063 Nicosia, 75 Prodromou, ONEWORLD PARKVIEW HOUSE, Cyprus, represented by the directors Maria Zarkos and Marios Tziortzis on the other side (hereinafter: Maaf Risk Management Ltd)

together as contracting parties (hereinafter: the Contracting parties)

have concluded

**AGREEMENT
ON THE REGULATION OF MUTUAL RELATIONS
(hereinafter: the Agreement)**

INTRODUCTORY PROVISIONS

Article 1

1.1. The Contracting parties initially determine that they conclude this Agreement for the purpose of regulating their mutual relations by transferring the monetary claim Kolpa - Invest Ltd has against LANA - V Ltd in bankruptcy with its registered seat in Split, Put brodarice 6, PIN: 10509350342 (hereinafter: LANA - V Ltd in bankruptcy) to Maaf Risk Management Ltd, as well as for the purpose of regulating their mutual relations related to the final and enforceable Verdict of the Commercial Court in Zagreb, number P-1028/2011 of December 5, 2014.

1.2. The Contracting parties agree that by this Agreement they shall settle their mutual relations in the manner defined by the provisions of this Agreement.

**THE CLAIM AND THE BANKRUPTCY
PROCEEDINGS**

Article 2



2.1. Na temelju pravomoćne i ovršne Presude Trgovačkog suda u Zagrebu, poslovni broj P-1028/2011 od 05.12.2014. godine (**Prilog I.**), Kolpa - Invest d.o.o. je naplatila od društva Lana - V d.o.o. u stečaju prije otvaranja stečaja u postupku prisilne naplate kod Financijske agencije iznos od HRK 435.750,00 uvećano za zateznu kamatu od 05.12.2014. godine do isplate. Protiv Presude iz Priloga I. Lana - V d.o.o. je podnijela reviziju koja je u postupku odlučivanja pred Vrhovnim sudom Republike Hrvatske, poslovni broj Rev-3044/2019.

2.2. Na temelju pravomoćne i ovršne Presude Trgovačkog suda u Zagrebu, poslovni broj Povrv-6268/13 od 22.11.2016. godine, ispravljene pravomoćnim Rješenjem Trgovačkog suda u Zagrebu, poslovni broj Povrv-6268/13 od 15.10.2019. godine, pravomoćnim Rješenjem Trgovačkog suda u Zagrebu, poslovni broj Povrv-6268/13 od 13.11.2019. godine i pravomoćnom Presudom i Rješenjem Trgovačkog suda u Zagrebu, poslovni broj Povrv-6268/13 od 20.11.2019. godine (**Prilog II.**) Kolpa - Invest d.o.o. ima potraživanje prema društvu LANA - V d.o.o. u stečaju u ukupnom iznosu od HRK 1.634.423,28, i to:

- iznos od EUR 112.074,39 sa zateznim kamatama:
 - na iznos od EUR 23.747,39 tekućim od 19.11.2010. do isplate,
 - na iznos od EUR 20.395,00 tekućim od 27.11.2010. do isplate,
 - na iznos od EUR 375,00 tekućim od 27.11.2010. do isplate,
 - na iznos od EUR 6.382,50 tekućim od 09.12.2010. do isplate,
 - na iznos od EUR 60.830,00 tekućim od 14.12.2010. do isplate,
 - na iznos od EUR 345,00 tekućim od 28.12.2010. do isplate,
- iznos od EUR 102.327,50 tekućim od 22.12.2010. do isplate,

2.1. Based on the final and enforceable Verdict of the Commercial court in Zagreb, number P-1028/2011 of December 5, 2014 (**Attachment I**), before the bankruptcy proceedings were started, Kolpa - Invest Ltd has opened a procedure of forced recovery against Lana - V Ltd in bankruptcy before Financial agency, in which the amount of HRK 435.750,00 with default interest current from December 5, 2014 until payment was charged. Against the Verdict as Attachment I, Lana - V Ltd has filed a revision which is pending before the Supreme Court of the Republic of Croatia, number, Rev-3044/2019.

2.2. Based on the final and enforceable Verdict of the Commercial court in Zagreb, number Povrv-6268/13 of November 22, 2016, corrected by the final decision of the Commercial Court in Zagreb, number Povrv-6268/13 of October 15, 2019, the final decision of the Commercial Court in Zagreb, number Povrv-6268/13 of November 13, 2019 and the final Decision of the Commercial Court in Zagreb, number Povrv-6268/13 of November 20, 2019 (**Attachment II**), Kolpa - Invest Ltd has a claim against LANA - V Ltd in bankruptcy in the total amount of HRK 1,634,423.28, as follows:

- amount of EUR 112,074.39 with default interest:
 - in the amount of EUR 23,747.39 current from 19.11.2010. until payment,
 - in the amount of EUR 20,395.00 current from 27.11.2010. until payment,
 - in the amount of EUR 375.00 current from 27.11.2010. until payment,
 - in the amount of EUR 6,382.50 current from 09.12.2010. until payment,
 - in the amount of EUR 60,830.00 current from 14.12.2010. until payment,
 - in the amount of EUR 345.00 current from 28.12.2010. until payment,
- amount of EUR 102,327.50 current from 22.12.2010. until payment,
- amount from HRK 23,967.31 current from 01.08.2011. until payment,
- amount from HRK 13,158.16 current from 23.11.2016 until payment.



- iznos od HRK 23.967,31 tekućim od 01.08.2011. do isplate,
- iznos od HRK 13.158,16 tekućim od 23.11.2016. do isplate.

2.3. Nad LANA – V d.o.o. u stečaju 05.03.2021. godine otvoren je stečajni postupak koji se pod poslovnim brojem St-411/2020 vodi pred Trgovačkim sudom u Splitu.

2.4. Sporazumne strane suglasno utvrđuju kako je Kolpa - Invest d.o.o. u stečajni postupak koji se vodi nad LANA – V d.o.o. u stečaju svojom Prijavom u stečajnom postupku prijavilo tražbinu u ukupnom iznosu od HRK 2.155.802,50 (**Prilog III.**) a koja tražbina proizlazi iz Presude kao Prilog II i troškova Ovršnih postupaka radi naplate potraživanja temeljem Presude kao Prilog II i troškova Ovršnih postupka iz članka 3. ovog Sporazuma, a koju tražbinu je u cijelosti priznao stečajni upravitelj.

2.5. Prijavljenu tražbinu iz članka 2.4. ovog Sporazuma osporilo je društvo Viedma nekretnine Split d.o.o. sa sjedištem u Zagrebu, Slavonska avenija 3, OIB: 58827743462, te je Kolpa – Invest d.o.o. podnijela tužbu protiv LANA – V d.o.o. u stečaju radi utvrđenja osnovanosti osporenog potraživanja pred Trgovačkim sudom u Splitu.

OVRŠNI POSTUPCI

Članak 3.

3.1. Sporazumne strane suglasno utvrđuju kako se, radi namirenja tražbine temeljem Presude kao Prilog II iz članka 2.2. ovog Sporazuma, pred Trgovačkim sudom u Splitu vodi ovršni postupak pod poslovnim brojem Ovr-3/2020 između Kolpa – Invest d.o.o. kao ovrhovoditelja i LANA – V d.o.o. u stečaju kao ovršenika, odnosno sada protiv Limoges Investments Limited kao novog ovršenika.

3.2. Sporazumne strane suglasno utvrđuju kako je 25.05.2020. godine u postupku poslovni broj Ovr-3/2020 doneseno Rješenje o ovrši (**Prilog IV.**) kojim je određena ovrha na brodu tada u vlasništvu LANA – V d.o.o. u stečaju (sada

2.3. The bankruptcy proceedings are held over LANA - V Ltd in bankruptcy before the Commercial Court in Split since March, 5 2021, number St-411/2020.

2.4. The Contracting parties agree that Kolpa - Invest Ltd filed its Application in the bankruptcy proceedings against LANA - V Ltd by which a claim in the total amount of HRK 2,155,802.50 was reported (**Attachment III**) and which claim is based on the Verdict as Attachment II and the costs of Enforcement Proceedings which are conducted in order to collect claim under the Verdict as Attachment II and the costs of Enforcement proceeding referred to in Article 3 of this Agreement, and which claim was fully acknowledged by the bankruptcy administrator.

2.5. The reported claim referred to in Article 2.4. of this Agreement was challenged by Viedma nekretnine Split Ltd with its registered office in Zagreb, Slavonska avenija 3, PIN: 58827743462, and Kolpa - Invest Ltd filed a lawsuit against LANA - V Ltd in bankruptcy in order to determine the merits of the disputed claim before the Commercial Court in Split.

ENFORCEMENT PROCEEDINGS

Article 3

3.1. The Contracting parties agree that enforcement proceedings are conducted before the Commercial Court in Split under number Ovr-3/2020 between Kolpa - Invest Ltd as a bailiff and LANA - V Ltd in bankruptcy as a debtor, now against Limoges Investments Limited as a new debtor, in order to settle the claim based on the Verdict as Attachment II, referred to in Article 2.2. of this Agreement.

3.2. The Contracting parties agree that the Decision on enforcement (**Attachment IV**) was issued on May 25, 2020 in the procedure number Ovr-3/2020, ordering enforcement on the ship then owned by LANA - V Ltd in bankruptcy (now owned by Limoges Investments Limited), on a

vlasništvu Limoges Investments Limited), i to na jahti imena JOYME, NIB: 91482, duljine 49,91 m, godina izgradnje 2011., gospodarske namjene, upisane u Upisnik brodova Lučke kapetanije Split, Ministarstva mora, prometa i infrastrukture (dalje u tekstu: jahta JOYME).

3.3. U korist Kolpa - Invest d.o.o. temeljem Rješenja o ovrsi donesenog 25.05.2020. godine u postupku poslovni broj Ovr-3/2020 na jahti JOYME upisana je zabilježba ovrhe u iznosu od HRK 1.634.423,28 (**Prilog V.**).

3.4. Između Kolpa - Invest d.o.o. i LANA – V d.o.o. u stečaju pred Općinskim sudom u Splitu, radi namirenja tražbine iz članka 2.2. ovog Sporazuma, vodi se ovršni postupak poslovni broj Ovr-1582/2020 u kojem je 22.10.2020. godine doneseno pravomoćno Rješenje o ovrsi (**Prilog VI.**) kojim je određena ovrha na brodicu tada u vlasništvu LANA – V d.o.o. u stečaju (sada u vlasništvu Limoges Investments Limited), oznake 1023 ST, NIB: 243475, duljine 10,80 metara, godina izgradnje 2015, namjene za prijevoz putnika, upisane u Upisnik brodova Lučke kapetanije Split, Ministarstva mora, prometa i infrastrukture (dalje u tekstu: brodica).

3.5. Temeljem Rješenja o ovrsi iz stavka 4. ovog članka, na brodicu je upisana zabilježba ovrhe u iznosu od HRK 1.634.423,28 u korist Kolpa - Invest d.o.o. (**Prilog VII.**).

UREĐENJE MEĐUSOBNIH ODNOSA

Članak 4.

4.1. Sporazumne strane suglasno utvrđuju kako ovim Sporazumom Kolpa - Invest d.o.o. prenosi nakon primitka cjelokupnog iznosa naknade za prijenos iz članka 5. ovog Sporazuma cijeli iznos potraživanja koje ima prema dužniku LANA – V d.o.o. u stečaju, u iznosu od HRK 2.155.802,50 (dvamilijunastopedesetpettisuća osamstodvije kune i pedeset lipa) a koje ima temeljem Presude iz Priloga II, Prijave iz Priloga III, Rješenja o ovrsi iz Priloga IV, Rješenja o ovrsi iz Priloga VI,

yacht named JOYME, NIB: 91482, length 49.91 m, year of construction 2011, economic purposes, registered in the Register of Ships of the Harbourmaster's Office Split, Ministry of the Sea, Transport and Infrastructure (hereinafter: the yacht JOYME).

3.3. Pursuant to the Decision on Enforcement issued on May 25, 2020 in the procedure number Ovr-3/2020 an enforcement was registered on the yacht JOYME in the amount of HRK 1,634,423.28 in favor of Kolpa - Invest Ltd (**Attachment V.**).

3.4. Enforcement proceedings, in order to settle the claim referred to in Article 2.2. of this Agreement, were conducted before the Municipal Court in Split, between Kolpa - Invest Ltd and LANA - V Ltd in bankruptcy proceedings, number Ovr-1582/2020, in which a final Enforcement Decision (**Attachment VI**) was issued on October 22, 2020, ordering enforcement on the boat then owned by LANA - V Ltd in bankruptcy (now owned by Limoges Investments Limited), mark 1023 ST, NIB: 243475, length 10.80 meters, year of construction 2015, intended for passenger transport, entered in the Register of Ships of the Port Authority of Split, Ministry of the Sea, Transport and Infrastructure (hereinafter: the boat).

3.5. Based on the Decision on Enforcement referred to in the paragraph 4 of this Article, an enforcement was registered on the boat in the amount of HRK 1,634,423.28 in favor of Kolpa - Invest Ltd (**Attachment VII**).

MUTUAL RELATIONS ARRANGEMENT

Article 4

4.1. The Contracting parties agree that by this Agreement and upon receipt of the full amount of the transfer fee referred to in Article 5 of this Agreement, Kolpa - Invest Ltd transfers the entire amount of receivables it has against the debtor LANA - V Ltd in bankruptcy, in the amount of HRK 2,155,802.50 (two million fifty-five thousand eight hundred kuna and fifty lipa) which amount is based on the Verdict as Attachment II, Application as Attachment III,

troškova Ovršnih postupaka radi naplate potraživanja temeljem Presude iz Priloga II i Rješenja o ovrsi iz Priloga IV i VI na Maaf Risk Management Ltd, a Maaf Risk Management Ltd prihvaća navedeni prijenos tražbine.

4.2. Sporazumne strane suglasno utvrđuju kako će pravni učinci prijenosa iz stavka 1. ovog članka nastupiti kada Maaf Risk Management Ltd ili netko treći po njegovoj uputi društvu Kolpa – Invest d.o.o. isplati naknadu za prijenos iz članka 5.1. ovog Sporazuma u cijelosti.

4.3. Kolpa – Invest d.o.o. odgovara za postojanje tražbine iz stavka 1. ovog članka u vrijeme ustupanja, ali ne odgovara za naplativost iste.

4.4. Sporazumne strane suglasno utvrđuju kako će Kolpa - Invest d.o.o. o prijenosu tražbine iz stavka 1. ovog članka obavijestiti dužnika LANA – V d.o.o. u stečaju te kako će dati izjavu vjerovnika o prijenosu tražbine pred sudom, a koje izjave će se pohraniti u javnobilježnički depozit sukladno članku 7. ovog Sporazuma.

Članak 5.

5.1. Sporazumne strane suglasno utvrđuju kako naknada za prijenos tražbine iz članka 4.1. ovog Sporazuma iznosi EUR 145.000,00 (stočetrdesetpettisuća eura).

5.2. Iznos naknade iz članka 5.1. ovog Sporazuma Maaf Risk Management Ltd ili treća osoba po uputi Maaf Risk Management Ltd isplatit će na račun Kolpa - Invest d.o.o., broj IBAN: SI 56 029700254420204, SWIFT: LJBASIX, otvoren kod Nova Ljubljanska banka d. d., Ljubljana, Trg republike 2, 1000 Ljubljana, Republika Slovenija u roku od 5 (pet) radnih dana od dana potpisa ovog Sporazuma.

5.3. Isplata naknade iz stavka 1. ovog članka dokazuje se potvrdom banke da je nalog za isplatu neopoziv i da je isplaćen u roku, iznosu i na račun Kolpa - Invest d.o.o. iz ovog članka.

Enforcement Decision as Attachment IV, Enforcement Decision as Attachment VI, costs of Enforcement proceedings under the Verdict as Attachment II and Enforcement Decisions as Attachment IV and Attachment VI, to Maaf Risk Management Ltd, and Maaf Risk Management Ltd accepts the said transfer of the claim.

4.2. The Contracting parties agree that the legal effects of the transfer referred to in paragraph 1 of this Article shall occur when Maaf Risk Management Ltd or a third party under its instruction pays the transfer fee referred to in Article 5.1. of this Agreement to Kolpa – Invest Ltd in its entirety.

4.3. Kolpa - Invest Ltd is liable for the existence of the claim referred to in paragraph 1 of this Article at the time of assignment, but is not liable for the collectibility of the same.

4.4. The Contracting parties agree that Kolpa - Invest Ltd shall notify the debtor LANA - V Ltd in bankruptcy about the transfer of the claim referred to in paragraph 1 of this Article and shall also give a statement on the transfer of the claim to the court, and which statements shall be deposited in the notarial deposit in accordance with Article 7 of this Agreement.

Article 5

5.1. The Contracting parties agree that the fee for the transfer of the claim referred to in Article 4.1. of this Agreement shall be EUR 145,000.00 (one hundred and forty-five thousand euros).

5.2. The amount of the fee referred to in Article 5.1. of this Agreement shall be paid by Maaf Risk Management Ltd or by the third party under the instruction of Maaf Risk Management Ltd to Kolpa - Invest Ltd's bank account IBAN: SI 56 029700254420204, SWIFT: LJBASIX, Nova Ljubljanska banka d.d., Ljubljana, Trg republike 2, 1000 Ljubljana, Slovenia, within 5 (five) business days from the day of signing this Agreement.

5.3. Payment of the fee referred to in paragraph 1 of this Article shall be proven by a bank certificate which shall state that the payment order is irrevocable and paid within the deadline, in the amount and to Kolpa – Invest Ltd.

Članak 6.

6.1. Sporazumne strane suglasno utvrđuju kako prijenosom tražbine iz članka 4.1. i isplatom naknade iz članka 5.1. ovog Sporazuma Kolpa - Invest d.o.o. daje izričito i neopozivo ovlaštenje da Maaf Risk Managment Ltd stupi u pravnu poziciju Kolpa - Invest d.o.o. u sljedećim postupcima:

- postupak koji se pod poslovnim brojem Ovr-3/2020 vodi pred Trgovačkim sudom u Splitu,
- postupak koji se pod poslovnim brojem Ovr-1582/2020 vodi pred Trgovačkim sudom u Splitu,
- stečajni postupak koji se nad dužnikom LANA - V d.o.o. u stečaju vodi pred Trgovačkim sudom u Splitu, poslovni broj St-411/2020.;
- postupak koji se vodi pred Trgovačkim sudom u Splitu radi utvrđenja osnovanosti osporavane prijavljene tražbine koju je osporilo društvo Viedma nekretnine Split d.o.o. pod brojem: P-482/21;
- postupak naplate tražbine pred Financijskom agencijom koji se vodi temeljem Presude iz Priloga II,

kao i u svim drugim postupcima koji se vode u vezi s tražbinom koja se prenosi i/ ili sredstvima osiguranja.

6.2. Sporazumne strane suglasno utvrđuju kako Maaf Risk Managment Ltd, nakon stupanja u pravnu poziciju Kolpa - Invest d.o.o. u postupcima iz stavka 1. ovog članka, ima pravo promijeniti punomoćnika, a Kolpa - Invest d.o.o. potvrđuje kako su svi troškovi zastupanja po njihovim punomoćnicima do dana stupanja u pravnu poziciju Kolpa - Invest d.o.o. u postupcima iz stavka 1. ovog članka u cijelosti podmireni te kako nakon stupanja u pravnu poziciju Kolpa - Invest d.o.o. u postupcima iz stavka 1. ovog članka Kolpa - Invest d.o.o. neće potraživati nikakve daljnje troškove od Maaf Risk Managment Ltd, a nakon stupanja Maaf Risk Managment Ltd u navedene postupke troškove

Article 6

6.1. By transferring the claim referred to in Article 4.1. and paying the free referred to in Article 5.1. of this Agreement, Kolpa - Invest Ltd grants express and irrevocable authorization for Maaf Risk Managment Ltd to enter into the legal position of Kolpa - Invest Ltd in the following proceedings:

- proceedings held under number Ovr-3/2020 before the Commercial court in Split,
- proceedings held under number Ovr-1582/2020 before the Commercial court in Split,
- bankruptcy proceedings opened against LANA - V Ltd in bankruptcy held before Commercial court in Split, number St-411/2020;
- proceedings held before the Commercial court in Split in order to determine the merits of the disputed reported claim which was disputed by Viedma nekretnine Split Ltd, number P-482/21;
- the procedure of claim collection before the Financial Agency conducted based on the Verdict as Attachment II,

as well in all other proceedings conducted in relation to the claim being transferred and/ or collateral.

6.2. The Contracting parties agree that Maaf Risk Managment Ltd, after entering the legal position of Kolpa - Invest Ltd, in the proceedings referred to in paragraph 1 of this Article, has the right to change the attorney, and Kolpa - Invest Ltd confirms that all costs of representation by their attorneys until the day of entering of Maaf Risk Managment Ltd in the legal position of Kolpa - Invest Ltd in the proceedings referred to in paragraph 1 of this Article, are fully settled, and after Maaf Risk Managment Ltd enters the legal position of Kolpa - Invest Ltd in the proceedings referred to in paragraph 1 of this Article, Kolpa - Invest Ltd shall not claim any further costs from Maaf Risk Managment Ltd,

navedenih postupaka snosi Maaf Risk Managament Ltd te Maaf Risk Managament Ltd nema pravo potraživati od Kolpa – Invest d.o.o. bilo kakve troškove vezano za navedene postupke. Sporazumne strane suglasno utvrđuju da Maaf Risk Managament Ltd ne može odustati od Tužbe i povući Tužbu u postupku koji se vodi kod Trgovačkog suda u Splitu pod brojem: P-482/21 do njegove pravomoćnosti, osim u slučaju da društvo Viedma nekretnine Split d.o.o. u navedenom postupku i u stečajnom postupku prizna tražbinu iz čl.4.1. Sporazuma ili društvu Maaf Risk Managament Ltd ili društvu Kolpa – Invest d.o.o.

6.3. Sporazumne strane suglasno utvrđuju kako u slučaju da Maaf Risk Managament Ltd naplati tražbinu iz članka 4.1. ovog Sporazuma u iznosu višem od naknade za prijenos iz članka 5.1. ovog Sporazuma, isti pripada društvu Maaf Risk Managament te Kolpa – Invest d.o.o. nema pravo regresa.

6.4. Sporazumne strane suglasno utvrđuju da se Maaf Risk Managament Ltd obvezuje nakon sklapanja ovog Sporazuma u stečajnom postupku koji se vodi nad LANA – V d.o.o. u stečaju pod poslovnim brojem St-411/2020 pred Trgovačkim sudom u Splitu glasati na Skupštini vjerovnika i poduzeti sve potrebne pravne radnje kako bi se povukla Revizija kod Vrhovnog suda izjavljena protiv Presude iz Priloga I ovog Sporazuma i kako bi se u cijelosti obustavio navedeni postupak pred Vrhovnim sudom te kako bi se utvrdilo da LANA – V d.o.o. u stečaju nema nikakvog potraživanja prema Kolpa – Invest d.o.o. u navedenom postupku jer u protivnom odgovara za svu štetu Kolpa – Invest d.o.o.

6.5. Sporazumne strane suglasno utvrđuju da ukoliko iz bilo kojih razloga Kolpa – Invest d.o.o. bude obvezna isplatiti bilo koji iznos temeljem sudskog postupka koji se vodi temeljem Presude iz Priloga I, svaki iznos koji će biti obvezna isplatiti Kolpa – Invest d.o.o. temeljem navedenog postupka obvezuje se umjesto Kolpa – Invest d.o.o. isplatiti Maaf Risk Managament Ltd jer u protivnom odgovara za svu štetu Kolpa – Invest d.o.o.

and after Maaf Risk Managament Ltd enters into mentioned proceedings, all costs shall be borne by Maaf Risk Managament Ltd and it has no right to claim any costs related to the above proceedings from Kolpa – Invest Ltd. The Contracting parties agree that Maaf Risk Managament Ltd may not withdraw the Lawsuit in the proceedings before the Commercial court in Split under number: P-482/21 until it becomes final, unless Viedma nekretnine Split Ltd recognize the claim from Article 4.1. of this Agreement either to Maaf Risk Managament Ltd or to Kolpa - Invest Ltd in the mentioned procedure and in the bankruptcy procedure.

6.3. The Contracting parties agree that in the event that Maaf Risk Managament Ltd collects the claim referred to in Article 4.1. of this Agreement in the amount higher than the transfer fee referred to in Article 5.1. of this Agreement, the same belongs to Maaf Risk Managament Ltd and Kolpa - Invest Ltd has no right of recourse.

6.4. The Contracting parties agree that Maaf Risk Managament Ltd shall, after the conclusion of this Agreement, vote at the Assembly of Creditors in the bankruptcy proceedings held before the Commercial court in Split against LANA – V Ltd in bankruptcy, number St-411/2020, and take all necessary legal actions to withdraw the revision against the Judgement in Attachment I to this Agreement so that the said proceedings are suspended in its entirety and in order to determine that LANA - V Ltd in bankruptcy has no claim against Kolpa - Invest Ltd in the above proceedings otherwise it is liable for all damages to Kolpa - Invest Ltd.

6.5. The Contracting parties agree that if for any reason Kolpa - Invest Ltd shall be obliged to pay any amount based on the court proceedings conducted pursuant to the Judgment from Attachment I, any amount that shall be obliged to pay Kolpa - Invest Ltd shall be paid by Maaf Risk Managament Ltd otherwise it is liable for all damages to Kolpa - Invest Ltd.



6.6. Sporazumne strane suglasno utvrđuju da se Maaf Risk Managament Ltd obvezuje isplatiti iznos iz članka 6.5. odmah po njegovom dospjeću i bez potraživanja ikakve naknade, isplate ili činidbe od Kolpa – Invest d.o.o. jer u protivnom odgovara za svu štetu Kolpa – Invest d.o.o.

JAVNOBILJEŽNIČKI DEPOZIT

Članak 7.

7.1. Sporazumne strane su suglasne da se s potpisom ovog Sporazuma u javnobilježnički depozit kod javnog bilježnika deponiraju sljedeći dokumenti:

- Izjava Kolpa – Invest d.o.o. kojom se obavještava LANA – V d.o.o. u stečaju o prijenosu tražbine na Maaf Risk Managament Ltd;
- Izjava Kolpa – Invest d.o.o. o prijenosu tražbine u stečajnom postupku za Trgovački sud u Splitu, poslovni broj St-411/2020;
- Zajednički podnesci Kolpa – Invest d.o.o. i Maaf Risk Managament Ltd kojima će se nadležni sud/ tijelo obavijestiti o prijenosu tražbine u ostalim postupcima iz članka 6.1. ovog Sporazuma;
- Potvrda Kolpa – Invest d.o.o. kojom potvrđuje da isplatom naknade iz članka 5.1. ovog Sporazuma Kolpa – Invest d.o.o. nema nikakvih daljnjih potraživanja s osnove iz članka 4.1. ovog Sporazuma;
- Izjava punomoćnika Kolpa – Invest d.o.o. da su svi troškovi zastupanja u postupcima iz članka 2. ovog Sporazuma podmireni;
- Sredstva osiguranja tražbine (ukoliko ista postoje);
- Izjava Maaf Risk Managament Ltd kojom daje uputu stečajnom upravitelju i kojom glasa na Skupštini vjerovnika društva

6.6. The Contracting parties agree that Maaf Risk Managament Ltd undertakes to pay the amount referred to in Article 6.5. immediately upon its maturity and without claiming any compensation, payment or performance from Kolpa - Invest Ltd because otherwise it is liable for all the damages to Kolpa - Invest Ltd.

NOTARIAL DEPOSIT

Article 7

7.1. The Contracting parties agree that upon signing this Agreement, the following documents shall be deposited in the notarial deposit:

- Statement of Kolpa - Invest Ltd notifying LANA – V Ltd in bankruptcy on the transfer of the claim to Maaf Risk Managament Ltd;
- Statement of Kolpa - Invest Ltd on the transfer of a claim in bankruptcy proceedings to the Commercial Court in Split, number St-411/2020;
- Joint submissions of Kolpa - Invest Ltd and Maaf Risk Managament Ltd by which the competent court/ authority is notified about the transfer of the claim in the proceedings referred to in Article 6.1 of this Agreement;
- Confirmation of Kolpa - Invest Ltd that by the payment of the fee referred to in Article 5.1. of this Agreement it has no further claims based on the Article 4.1. of this Agreement;
- Statement of the legal representatives of Kolpa - Invest Ltd that all costs of legal representation in the proceedings referred to in Article 2 of this Agreement have been settled;
- Collateral (if there are any);
- Statement of Maaf Risk Managament Ltd giving instructions to the bankruptcy

LANA – V d.o.o. u stečajnom postupku koji se vodi pod poslovnim brojem St-411/2020 pred Trgovačkim sudom u Splitu da se odmah povuče Revizija kod Vrhovnog suda izjavljena protiv Presude iz Priloga I ovog Sporazuma te kojom glasa da se obustavi navedeni postupak u cijelosti i kojom glasa i potvrđuje da LANA – V d.o.o. u stečaju nema nikakvog potraživanja prema Kolpa – Invest d.o.o. u navedenom postupku te kojom Izjavom Maaf Risk Managment Ltd jamči da će u slučaju da Kolpa – Invest d.o.o. bude obvezna isplatiti bilo kakav iznos temeljem navedenog postupka, Maaf Risk Managment Ltd umjesto Kolpa- Invest d.o.o. isplatiti odmah navedeni iznos po njegovom dospijeću bez potraživanja ikakve naknade, isplate ili činidbe od Kolpa – Invest d.o.o.

7.2. Sporazumne strane suglasno utvrđuju kako se dokumenti iz stavka 1. ovog članka mogu preuzeti iz depozita po isplati cjelokupne naknade iz članka 5.1. ovog Sporazuma i to u roku od 3 (tri) dana od datuma na potvrdi banke da je društvu Kolpa – Invest d.o.o. uplaćena u cijelosti naknada iz članka 5.1. ovog Sporazuma i to na način da Maaf Risk Managment Ltd javnom bilježniku dostavi potvrdu banke da je društvu Kolpa – Invest d.o.o. uplaćena u cijelosti naknada iz članka 5.1. u roku, iznosu i na račun Kolpa - Invest d.o.o. iz članka 5. ovog Sporazuma.

7.3. Kolpa - Invest d.o.o. ima pravo raskinuti ovaj Sporazum ukoliko Maaf Risk Managment Ltd u roku određenim članku 5. Sporazuma ne isplati u cijelosti naknadu iz članka 5.1. na račun Kolpa – Invest d.o.o. te u slučaju raskida ovog Sporazuma zbog neisplate naknade u roku iz članka 5. ovog Sporazuma, svaka strana koja je deponirala dokumente ima ih pravo i preuzeti.

administrator and voting at the Assembly of creditors of LANA - V d.o.o. in the bankruptcy proceedings held before the Commercial Court in Split under business number St-411/2020 to immediately withdraw the appeal against the Judgment in Attachment I to this Agreement before Supreme Court and by which it is confirmed that LANA - V Ltd in bankruptcy has no claim against Kolpa - Invest Ltd in the above procedure and by which Statement Maaf Risk Managment Ltd guarantees that in the event that Kolpa - Invest Ltd is obliged to pay any amount based on the above procedure, Maaf Risk Managment Ltd shall pay the stated amount immediately upon its maturity without claiming any compensation, payment or performance from Kolpa - Invest Ltd, instead of Kolpa-Invest Ltd.

7.2. The Contracting parties agree that the documents referred to in paragraph 1 of this Article may be taken from the deposit after payment of the full fee referred to in Article 5 of this Agreement within 3 (three) days from the date on the bank's confirmation that the fee referred to in Article 5.1. of this Agreement has been paid in full and in such way that Maaf Risk Managment Ltd shall submit a bank certificate, which shall prove that the fee referred to in Article 5.1. of this Agreement has been paid in full, within the deadline, amount and to Kolpa - Invest Ltd referred to in Article 5 of this Agreement, to the notary public.

7.3. Kolpa - Invest Ltd has the right to terminate this Agreement if Maaf Risk Managment Ltd does not pay the fee referred to in Article 5.1. of this Agreement to Kolpa - Invest Ltd within determined deadline. In case of termination of this Agreement due to non-payment of the fee within the period referred to in Article 5 of this Agreement, each party that deposited the documents has the right to take them.

7.4. U slučaju da Kolpa – Invest d.o.o. ne raskine ovaj Sporazum uslijed neplaćanja naknade u iznosu i roku iz članka 5. ovog Sporazuma, svaka strana koja je deponirala dokumente ima pravo iste preuzeti u roku od 30 (trideset) dana od dana deponiranja istih.

ZAVRŠNE ODREDBE

Članak 8.

8.1. Sporazumne strane su suglasne da bilo koje pravo koje se temelji na prijenosu tražbine iz članka 4.1. ovog Sporazuma, a nije izričito navedeno u ovom Sporazumu, također se prenosi potpisom ovog Sporazuma i isplatom naknade iz članka 5.1., a u tom slučaju se Sporazumne strane obvezuju pristupiti sklapanju aneksa ovom Sporazumu kojim će detaljnije urediti prijenos tog/ tih prava.

Članak 9.

9.1. Sporazumne strane su suglasne da su sve eventualne dopune i/ili izmjene ovog Ugovora pravno valjane isključivo u pisanom obliku potpisane na isti način kao i ovaj Sporazum, dok su bilo kakvi usmeni dogovori o dopunama i/ili izmjenama ovog Sporazuma nevaljani i bez pravnog učinka između Sporazumnih strana.

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

9.3. Ako bi neke odredbe ovog Sporazuma bile ili postale pravno nevaljane, ili se inače u ovom Sporazumu ispostavi neka praznina, navedeno neće utjecati na valjanost ostalih odredbi. Sporazumne strane se u opisanom slučaju obvezuju da će Sporazum odgovarajuće izmijeniti ili dopuniti valjanom odredbom koja je po svojem sadržaju, smislu, ekonomskoj svrsi i značenju najbliža onome što su Sporazumne strane željele ugovoriti, odnosno, što bi bile ugovorile da su nevaljanu odredbu ili ugovornu prazninu imale u vidu.

7.4. In the event that Kolpa - Invest Ltd does not terminate this Agreement due to non-payment of the fee in the amount and deadline referred to in Article 5 of this Agreement, each party that deposited the documents has the right to take them within 30 days from the date of deposit.

FINAL PROVISIONS

Article 8

8.1. The Contracting parties agree that any right based on the transfer of a claim referred to in Article 4.1. of this Agreement, that is not explicitly stated in this Agreement, shall also be transferred by signing this Agreement and paying the fee referred to in Article 5.1, in which case the Contracting parties undertake to conclude an annex to this Agreement

Article 9

9.1. The Contracting parties agree that any amendments and / or changes to this Agreement shall be legally valid exclusively in writing and signed in the same manner as this Agreement, while any oral agreements on amendments and / or changes to this Agreement shall be invalid and without legal effect between Contracting parties.

9.2. If a court or other competent authority finds that any of the provisions of this Agreement has been or has become null and void, invalid or unenforceable, it shall be removed from the Agreement which shall remain in force for the remainder, producing legal effects.

9.3. Should any of the provisions of this Agreement be or become legally invalid, or otherwise a gap appears in this Agreement, the foregoing shall not affect the validity of the other provisions. In the described case, the Contracting parties undertake to amend or supplement the Agreement accordingly with a valid provision which in its content, economic purpose and meaning is closest to what the Contracting parties wished to agree, or what they would have agreed if they the invalid provision or contractual void was on their mind.



9.4. Ovaj Sporazum sklapa se u hrvatskoj i engleskoj verziji, no u slučaju bilo kakvog spora iz ovog Ugovora mjerodavna je hrvatska verzija Ugovora.

Članak 10.

10.1. Sporazumne strane su suglasne da jedna sporazumna strana prava i obveze iz ovog Sporazuma ne smije prenositi na treće osobe bez prethodne pisane suglasnosti druge sporazumne strane.

Članak 11.

11.1. Sve eventualne sporove proizašle iz ovog Sporazuma Sporazumne strane nastojat će riješiti mirnim putem, a u slučaju nemogućnosti takvog rješenja ugovaraju nadležnost stvarno nadležnog suda u Zagrebu uz primjenu prava Republike Hrvatske.

Članak 12.

12.1. Ovaj Sporazum sačinjen je u 2 (dva) istovjetna primjeraka, od kojih jedan original zadržava javni bilježnik, jedan original zadržava Maaf Risk Managament Ltd te će se sačiniti dovoljno ovjerenih preslika za potrebe sporazumnih strana.

12.2. U znak prihvata prava i obveza po ovom Sporazumu Sporazumne strane isti potpisuju.

KOLPA – INVEST d.o.o.,
zastupan po

kolpa
INVEST

Proizvodnja,
trgovina i
storitve, d.o.o.

②



direktoru Borut Faleskini

U Zagreb, 07.04 2022.

9.4. This Agreement is concluded in Croatian and English language but in the event of any dispute under this Agreement, the Croatian version of the Agreement shall prevail.

Article 10

10.1. The Contracting parties agree that one contracting party may not transfer the rights and obligations under this Agreement to third parties without the prior written consent of the other contracting party.

Article 11

11.1. All possible disputes arising from this Agreement, the Contracting parties shall endeavor to settle amicably, and in case of impossibility of such a solution, they shall agree on the jurisdiction of the court in Zagreb with the application of Croatian law.

Article 12

12.1. This Agreement is made in 2 (two) identical copies, of which one original is kept by a notary public, one original is kept by Maaf Risk Managament Ltd and sufficient certified copies shall be made for the needs of the Contracting parties.

12.2. As a sign of acceptance of the rights and obligations under this Agreement, the Contracting parties sign it.

KOLPA – INVEST Ltd
represented by

kolpa
INVEST

Proizvodnja,
trgovina i
storitve, d.o.o.

②



Borut Faleskini, the director

Zagreb

In 07.04, 2022



MAAF RISK MANAGEMENT Ltd
zastupano po


direktorici Marii Zarkos

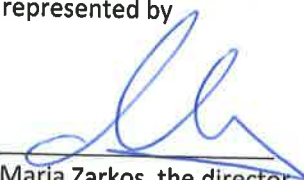
U Nikoziji, 31.03. 2022


direktoru Mariosu Tziortzisu

U Nikoziji, 31.03. 2022



MAAF RISK MANAGEMENT Ltd
represented by


Maria Zarkos, the director

In Nicosia, 31.03. 2022


Marios Tziortzis, the director

In Nicosia, 31.03. 2022



Signed (or sealed) this day in my presence
by MARIA ZARKOS
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 31st day of MARCH 2022

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(1)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 **31 MAR 2022**

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 31/03/2022

7. by Ellada Demosthenous

8. No NIC MJPO-NIC 000417796/2022

9. Seal/stamp:

10. Signature:




For Permanent Secretary
Ministry of Justice and Public Order
24817899

Ja, javni bilježnik **BRANKO JAKIĆ**, Zagreb, Zelinska 3,
potvrđujem da je stranka:

KOLPA-INVEST d.o.o., OIB 05582857838, Slovenija, Ljubljana, Trg mladih 3, kojeg
zastupa direktor **BORUT FALESKINI, SLOVENIJA, STRAŽA, VAVTA VAS 87**, u mojoj
nazočnosti vlastoručno potpisao pismeno. Potpis na pismenu je istinit. Istovjetnost podnositelja
pismena utvrdio sam temeljem slovenske osobne iskaznice br. 006033757 UE Novo mesto, a
ovlaštenje za zastupanje utvrđeno je uvidom u Redovni ispis iz sudskog/poslovnog registra od
06.04.2022.g.

Javnobilježnička pristojba za ovjeru po tar. br. 11. st. 4. ZJP naplaćena u iznosu 10,00 kn.
Javnobilježnička nagrada po čl. 19. st. 1. PPJT zaračunata u iznosu od 30,00 kn uvećana za PDV u
iznosu od 7,50 kn.

Broj: **OV-5320/2022**
Zagreb, 07.04.2022.



Javni bilježnik
BRANKO JAKIĆ

Za javnog bilježnika
Javnobilježnički prisjednik
MARKO ELIJAŠ

Ovaj se prijevod sastoji od 2 stranice / 15
listova, bez naslovne stranice

Ov. br. EH-0093-F-2022

Datum: 5. 4. 2022.

Ovjereni prijevod s engleskog na hrvatski

Prijevod ovjera i apostil



/tekst na engleskom i hrvatskom jeziku i vlastoručni potpisi na stranicama 1. – 12. izvornika/

/stranice 1. – 12. izvornika sadrže pečate sa sljedećim natpisom:/

/pečat: SLUŽBENIK ZA OVJERAVANJE/

[stranica 12.:]

/pečat: SLUŽBENIK ZA OVJERAVANJE/

/pečat: MAAF RISK MANAGEMENT LIMITED, NIKOZIJA, CIPAR/

/vlastoručni potpis/

/pečat: MAAF RISK MANAGEMENT LIMITED, NIKOZIJA, CIPAR/

/vlastoručni potpis/

Potpisao/la (ili otisnuo/la pečat) u mojoj nazočnosti **MARIA ZARKOS, MARIOS TZIORTZIS**. Kao Službenik za ovjeravanje potvrđujem samo potpis koji se nalazi na dokumentu i ne preuzimam odgovornost za sadržaj ovog dokumenta. Navedeno potvrđujem svojim potpisom i pečatom danas, 31. ožujka 2022.

/vlastoručni potpis/

GEORGIOS DEMETRIOU

Službenik za ovjeravanje, Nikozija, Cipar

(biljeg) (Pečat: Plaćena je naknada od 2,00 eura)

[Stranica 13.:]

Ovime se potvrđuje da je potpis na priloženom dokumentu potpis **GEORGIOSA DEMETRIOUA**, službenika za ovjeravanje Nikozije kojeg je imenovao Ministar unutarnjih poslova Republike Cipar sukladno Zakonu o službenicima za ovjeravanje 165(1)2012 službenom osobom za ovjeravanje potpisa i pečata te da je pečat pored navedenog potpisa pečat Službenika za ovjeravanje Nikozije. Okružni službenik ovjerava samo potpis i pečat Službenika za ovjeravanje i ne preuzima odgovornost za sadržaj ovog dokumenta.

Nicosia – CIPAR
Datum: 31. ožujka 2022.

Za Okružnog službenika Nikozije
SOULLA TZIONI
/vlastoručni potpis/

/Pečat: Okružni službenik, Nikozija, Cipar/
(biljeg)

APOSTILLE

(Convention de la Haye du 5 octobre 1961)

- | | | | |
|---------------------------|---|-------------|---|
| 1. Država | Cipar | | |
| | Ovaj je javni dokument | | |
| 2. potpisao/la | Theognosia (Soulla) Tzioni | | |
| 3. djelujući u svojstvu | Okružne službenice | | |
| 4. koji nosi žig / pečat | Okružne uprave Nikozije, Ministarstvo unutarnjih poslova | | |
| | Ovjerio | | |
| 5. u | APOSTIL – MJPO | 6. na dan | 31. ožujka 2022. |
| 7. (tijelo koje ovjerava) | Ellada Demosthenous | | |
| 8. pod brojem | NIC MJPO-NIC 000417796/2022 | | |
| 9. Žig/pečat: | /okrugli pečat:
Ministarstvo pravosuđa i
javnog reda/
/biljeg/ | 10. Potpis: | /vlastoručni potpis/
Za Stalnog tajnika
Ministarstva
pravosuđa i javnog
reda 24817899 |

OVJERA PRIJEVODA br. EH-0093-F-2022

Ja, dolje potpisana Marijana Bender Vranković, prof. iz Zagreba, Mrkšina ulica 36 F, stalni sudski tumač za engleski i njemački jezik, ponovno imenovana rješenjem Županijskog suda u Velikoj Gorici br. 4 Su-328/14-2 od 28.02.2020. godine potvrđujem i ovjeravam, da gornji prijevod odgovara izvornom dokumentu sastavljenom na engleskom jeziku.

U Zagrebu, 5. 4. 2022. godine



