

**GROWDLING limited company, sa sjedištem u 41-43 Klimentos Street, KLIMENTOS TOWER, 2nd floor, Flat/Office 21, 1061, Nicosia, Cipar, upisano u Ministarstvu energetike, trgovine i industrije, odjela registra društava i službenog upravitelja Nikozija, Cipar, pod registarskim brojem HE 99630, zastupano po: Baris John Nicolaides, direktor i Natalia Hadjiovanni, direktor, kao Zajmodavac i vjerovnik (u daljnjem tekstu: Zajmodavac)**

i

**SE constructions d.o.o. Ogulin, Otok Oštarski 4/I, Republika Hrvatska, upisana u sudski registar: Trgovački sud u Zagrebu – stala služba u Karlovcu OIB: 84782612862, zastupano po direktoru Ladislavu Eliášu, kao Zajmoprimac i dužnik (u daljnjem tekstu: Zajmoprimac)**

zaključili su dana 28.09.2020. slijedeći

## UGOVOR O ZAJMU

### Članak 1.

(1) Sporazumne strane suglasno utvrđuju da su se Zajmodavac i Zajmoprimac sporazumjeli da će u svrhu financiranja razvoja projekta strateškog partnerstva sa društvom BRODARSKI INSTITUT d.o.o. (u daljnjem tekstu: Brodarski institut) sa sjedištem u Zagrebu, Avenija V. Holjevca 20, OIB: 34114418260, a koji projekt podrazumijeva pokretanje rada postojećih laboratorija (reakreditacija i sanacija opreme) i povezivanje u mrežu konzorcija, pokretanje i financiranje odjela za karbonske tehnologije pri Brodarskom institutu, uređenje DBFO (development, build, financing and operate) modela obnovljivih izvora energije u Brodarskom institutu, izgradnju solarne energane i izgradnja plinske energane u krugu Brodarskog instituta, opremanje multifunkcionalne dvorane u sklopu okruglog bazena i pripadajućim podzemnim parkingom te obnovu dotrajale infrastrukture i izgradnju nove nedostadne infrastrukture i prostora za rad u Brodarskom institutu, Zajmodavac staviti na raspolaganje Zajmoprimcu iznos od 10.000.000,00 (desetmilijuna) Eura dinamikom isplate koja će biti utvrđena posebnim ugovorom, koja će biti određena posebnim ugovorom sklopljenim najkasnije do 31. studenog 2021.g.

(2) Stranke ovog Ugovora suglasno utvrđuju da će se isplata zajma vršiti na način da će Zajmoprimac

**GROWDLING limited company, with registered office 41-43 Klimentos Street, KLIMENTOS TOWER, 2nd floor, Flat/Office 21, 1061, Nicosia, Cyprus, zapisana na Ministerstvu energetiky, obchodu a priemyslu oddelenie registratora spoločností a úradného správcu Nikóziá, Cyprus under registration number HE 99630, represented by: Baris John Nicolaides, director and Natalia Hadjiovanni, director, as lender or creditor (hereinafter: Lender)**

and

**SE constructions d.o.o. Ogulin, Otok Oštarski 4/I, Chorvátska republika; zapisana v súdnom registri: Obchodný súd v Záhrebe – stále zastúpenie v Karlovaci, OIB (ID no): 84782612862, represented by the director of the company, Mr. Ladislav Eliáš, as borrower or debtor (hereinafter: Borrower)**

concluded on the 28th September 2020 following

## LOAN AGREEMENT

### Article 1.

(1) The contracting parties agree that the Lender and the Borrower have agreed that, for the purpose of financing the development of a strategic partnership project with BRODARSKI INSTITUT d.o.o. (hereinafter: Brodarski institut) with its registered office at Zagreb, Avenija V. Holjevca 20, OIB: 34114418260, which project involves reactivating the work of existing laboratories (reaccreditation and rehabilitation of equipment) and connecting them to the network of consortiums, starting and financing the department for carbon technologies at the Brodarski institut, arranging the DBFO (development, build, financing and operate) model of renewable energy sources at the Brodarski institut, the construction of a solar power plant and the construction of a gas power plant on the premises of the Brodarski institut the equipping of a multifunctional hall within the round pool and the associated underground parking, as well as the renovation of the dilapidated infrastructure and the construction of new insufficient infrastructure and work space at the Brodarski institut, the Lender is to make available to the Borrower an amount of of 10.000.000,00 (ten million) Euros by the dynamics of payment, which shall be determined by a separate contract concluded not later than on December 31, 2021.

(2) The parties to this Agreement agree that the payment of the loan will be made in such a way that

kapitala  
d.o.o.  
uri

uputiti Zajmodavcu zahtjev najkasnije do 31. studenog 2021.g. za isplatom koji će sadržavati podatke o iznosu zajma, roku isplate te uputu za isplatu zajma.

(3) Stranke ovog Ugovora suglasno utvrđuju da je izvadak iz poslovnih knjiga Zajmodavca i potvrda o osiguranju sredstava za korist Zajmoprimca dokaz o visini tražbine Zajmodavca iz prethodnog stavka ovog članka Ugovora.

(4) Stranke ovog Ugovora suglasno utvrđuju da zaključenje Ugovora o strateškom partnerstvu između Zajmoprimca i društva BRODARSKI INSTITUT d.o.o., a koji ugovor sadrži projektne ciljeve iz stavka 1. ovog članka ugovora, predstavlja realizaciju projekta iz stavka 1. ovog članka Ugovora.

## Članak 2.

(1) Zajmodavac i Zajmoprimac su suglasni da će radi osiguranja naplate tražbine iz članka 1. ovog Ugovora biti sklopljen poseban Sporazum temeljem kojeg će Zajmodavac moći zasnovati založno pravo na imovini i/ili poslovnim udjelima u društvu SE constructions d.o.o, koji poslovni udjeli predstavljaju 20 % temeljnog kapitala Zajmoprimca - društva SE constructions d.o.o., a u slučaju realizacije projekta iz članka 1. ovog ugovora i ostvarenja svrhe zajma koji je predmet ovog Ugovora.

(2) Zajmodavac i Zajmoprimac su suglasni da će se posebnim Sporazumom ugovoriti prijenos prava vlasništva na poslovnim udjelima u društvu SE constructions d.o.o, a koji poslovni udjeli predstavljaju 20 % temeljnog kapitala Zajmoprimca - društva SE constructions d.o.o., u roku od 30 (trideset) dana od dana realizacije projekta iz članka 1. ovog ugovora i ostvarenja svrhe zajma koji je predmet ovog Ugovora, a u slučaju realizacije projekta iz članka 1. ovog ugovora i ostvarenja svrhe zajma koji je predmet ovog Ugovora.

(3) Zajmodavac i Zajmoprimac su suglasni da će u slučaju prijenosa prava vlasništva na poslovnim udjelima u društvu SE constructions d.o.o, a koji poslovni udjeli predstavljaju 20 % temeljnog kapitala Zajmoprimca - društva SE constructions d.o.o., iznos zajma koji odgovara vrijednosti poslovnih udjela koji predstavljaju 20 % temeljnog

the Borrower sends a request for payment to the Lender not later than on December 31, 2021, which will contain information about the amount of the loan, the payment deadline and instructions for the payment of the loan.

(3) The parties to this Agreement agree that the excerpt from the business books of the Lender and the certificate of insurance of funds for the benefit of the Borrower is proof of the amount of the Lender's claim from the previous paragraph of this Article of the Agreement.

(4) The parties to this Agreement agree that the conclusion of the Strategic Partnership Agreement between the Borrower and the company BRODARSKI INSTITUT d.o.o., which contains the project goals from paragraph 1 of this article of the Agreement, represents the realization of the project from paragraph 1 of this article of the Agreement.

## Article 2

(1) The Lender and the Borrower agree that in order to ensure the collection of the claim referred to in Article 1 of this Agreement, a special Agreement will be concluded pursuant to which the Lender will be able to establish a lien on assets and / or business shares in SE constructions d.o.o. which represent 20% of the capital of the Borrower - SE constructions d.o.o. in case of realisation of project referred to in Article 1 of this Agreement and in case of achieving the purpose of the loan which is the subject of this Agreement.

(2) The Lender and the Borrower agree that a special Agreement will be concluded on the transfer of ownership of business shares in SE constructions doo, which business shares represent 20% of the share capital of the Borrower - SE constructions d.o.o., within 30 (thirty) days from the date of realization of project referred to in Article 1 of this Agreement in case of realisation of project referred to in Article 1 of this Agreement and in case of achieving the purpose of the loan which is the subject of this Agreement.

(3) The Lender and the Borrower agree that in case of transfer of ownership of business shares in SE constructions d.o.o., which business shares represent 20% of the share capital of the Borrower - SE constructions d.o.o., the loan amount corresponding to the value of business shares representing 20 % of the share capital of the Borrower - SE constructions

kapitala Zajmoprimca - društva SE constructions d.o.o. smatrati naknadom za stjecanje poslovnih udjela koji predstavljaju 20 % temeljnog kapitala Zajmoprimca - društva SE constructions d.o.o., dok će se preostali iznos zajma po prijenosu Zajmodavcu poslovnih udjela koji predstavljaju 20 % temeljnog kapitala društva SE constructions d.o.o., smatrati kapitalnim rezervama društva SE constructions d.o.o..

(4) Zajam iz članka 1. ovog Ugovora se daje na rok zaključno do dana 30.09.2023.g.

(5) Stranke su suglasne da na ime stavljanja na raspolaganje iznosa od strane Zajmodavca za korist Zajmoprimca ugovoraju naknadu u iznosu od 2,5 % iznosa povezanog, ali nepotraživanog dijela zajma. Naknada se plaća prilikom otplate Zajma.

(6) Zajmodavac ima pravo učiniti dospjelim cjelokupno svoje potraživanje prema Zajmoprimcu temeljem ovog Ugovora i zahtijevati naplatu svih potraživanja zajedno s kamatama i troškovima te aktivirati sva sredstva osiguranja plaćanja i prije dospijeca ukoliko se nad Zajmoprimcem otvori stečajni postupak.

(7) Cjelokupno potraživanje Zajmodavca prema Zajmoprimcu prema ovom Ugovoru dospijeva i Zajmodavac ima pravo zahtijevati naplatu svih potraživanja zajedno s kamatama i troškovima te aktivirati sva sredstva osiguranja prije dospijeca također u slučaju da je svrha financiranje prema članku 1. stavak 1. je prekršeno – to znači u slučaju ako Zajmoprimac koristi dio ili cijeli Zajam u drugu svrhu od one koja je sklopljena.

Ovo se ne primjenjuje ako Zajmodavac barem dodatno izda Zajmoprimcu pisani pristanak za korištenje Zajma u svrhu koja nije dogovorena u ovom Ugovoru.

(8) Ako Zajmoprimac prekrši svrhu davanja Zajma prema članku 1. stavku 1. ovog Ugovora, dužan je Zajmodavcu na zahtjev pružiti takvo osiguranje iznad opsega navedenog u članku 2. ovog Ugovora, čija vrijednost iznosi će u cijelosti pokriti iznos potraživanja po ovom Ugovoru.

U takvom slučaju, Zajmoprimac je također dužan organizirati da takvo osiguranje daju treće strane koje bi imale koristi od navedene povrede svrhe ovog Ugovora.

d.o.o. shall be considered the fee for the acquisition of business shares representing 20% of the share capital of the Borrower - SE constructions d.o.o., while the remaining loan amount upon transfer to the Lender of business shares representing 20% of the share capital of SE constructions d.o.o. will be considered capital reserves of SE constructions d.o.o.

(4) The Loan referred to in Article 1 of this Agreement shall be granted for a period until 30th September 2023.

(5) The Parties agree that for the purpose of making available the amount referred to in Article 1 by the Lender for the benefit of the Borrower, the Borrower shall pay the fee in the amount of 2.5% of the committed amount, but not required part of the Loan. The fee shall be due by the repayment of the Loan.

(6) The Lender has the right to make due its entire claim against the Borrower under this Agreement and to demand collection of all claims together with interest and costs and to activate all means of security before maturity if bankruptcy proceedings are instituted against the Borrower.

(7) The entire Lender's claim against the Borrower under this Agreement becomes due and the Lender has the right to demand collection of all claims together with interest and costs and to activate all means of security before maturity also in case if the purpose of financing according to the article 1, paragraph 1 is breached – it means in case if the Borrower uses the part or the whole Loan on different purpose than concluded.

This does not apply if the Lender at least additionally grants the Borrower written consent to use the Loan for a purpose other than that agreed in this Agreement.

(8) If the Borrower violates the purpose of providing the Loan according to Article 1, paragraph 1 of this Agreement, he is obliged to provide, upon request, to the Lender such security above the scope specified in Article 2 of this Agreement, the value of which will fully cover the amount of receivables according to this Agreement.

In such a case, the Borrower is also obliged to arrange for such security to be provided by third parties who would benefit from the said violation of the purpose of this Agreement.

### Članak 3.

(1) Stranke su suglasne da po dospjelošći kao dokaz o visini i dospjelošći tražbine posluži izvadak iz ovjerovljenih poslovnih knjiga Zajmodavca.

### Članak 4.

(1) Nakon podmirenja svih obveza Zajmoprimca prema Zajmodavcu, Zajmodavac se obvezuje da će, temeljem pisanog zahtjeva Zajmoprimca, izdati očitovanje radi prestanka eventualnih založnih prava opisanih u članku 2. ovog Ugovora.

### Članak 5.

(1) Za sve ono što ovim ugovorom nije regulirano vrijede važeći pozitivni propisi u Republici Hrvatskoj.

### Članak 6.

(1) Ovaj Ugovor je cjelovit i potpun, te predstavlja pravu volju stranaka.

(2) Svi ugovori i sporazumi ugovornih strana koji su regulirali pružanje Zajmova između Zajmodavca i Zajmoprimca prije sklapanja ovog Ugovora, uključujući Ugovor o zajmu od 28. rujna 2020., zamjenjuju se ovim Ugovorom.

### Članak 7.

(1) Odredbe ovog Ugovora mogu se izmijeniti samo uz suglasnost svih ugovornih strana.

(2) U slučaju više jezičnih verzija ovog Ugovora, prevladava tekst Ugovora na hrvatskom jeziku.

### Članak 8.

(1) Ako bi se za neku od odredbi ovog Ugovora naknadno utvrdilo da je ništeta, ta činjenica neće imati učinka na ostale odredbe ovog Ugovora te Ugovor u cjelini ostaje valjan s tim da se ugovorne strane obvezuju da će ništetnu odredbu zamijeniti valjanom koja će u najvećoj mogućoj mjeri omogućiti ostvarivanje cilja koji se htio postići odredbom za koju je ustanovljeno da je ništeta.

### Article 3.

(1) The Parties agree that an excerpt from the certified business books of the Lender shall be used as proof of due date of the loan as well as proof of the amount and due date of the claim.

### Article 4.

(1) Upon settlement of all obligations of the Borrower to the Lender, the Lender undertakes to issue, on the basis of a written request of the Borrower, a statement for termination of the eventual lien described in Article 2 of this Agreement.

### Article 5.

(1) The applicable positive regulations in the Republic of Croatia shall apply to everything that is not regulated by this contract.

### Article 6.

(1) This Agreement is complete and represents the true will of the parties.

(2) All contracts and agreements of the contracting parties that regulated the provision of Loans between the Lender and the Borrower before the conclusion of this Agreement, including the Loan Agreement dated on September 28th, 2020, are replaced by this Agreement.

### Article 7

(1) The provisions of this Agreement may be amended only with the consent of all contracting parties.

(2) In the case of several language versions of this Agreement, the text of the Agreement in the Croatian language shall prevail.

### Article 8

(1) Should any provision of this Agreement be subsequently found to be null and void, that fact shall have no effect on the other provisions of this Agreement and the Agreement as a whole shall remain valid, provided that the parties undertake to replace the null and void provision with a valid one to enable the attainment of the aim sought to be achieved by a provision which has been found to be null and void.

**Članak 9.**

(1) Ugovorne strane potpisom ovog Ugovora potvrđuju da su isti pročitale i razumjele te da, s obzirom da on predstavlja njihovu pravu i ozbiljnu volju, prihvataju sva prava i obveze koje iz njega proizlaze.

**Članak 10.**

(1) Ovaj Ugovor sastavljen je u 2 (dva) istovjetna primjerka, od kojih po 1 (jedan) primjerak pripada svakoj od ugovornih strana .

**Article 9**

(1) By signing this Agreement, the Contracting Parties confirm that they have read and understood it and that, since it represents their right and serious will, they accept all rights and obligations arising from it.

**Article 10**

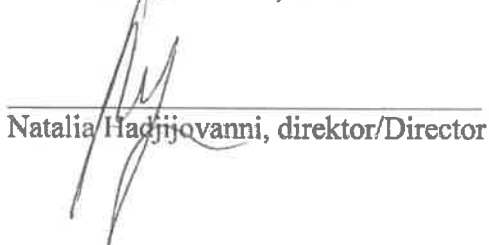
(1) This Agreement is made in 2 (two) identical copies, of which 1 (one) copy belongs to each of the contracting parties.

U/In \_\_\_\_\_ dana/on \_\_\_\_\_

**Zajmodavac / Lender**  
**GROWDLING LIMITED**



Baris John Nicolaides, direktor/Director



Natalia Hadjiovanni, direktor/Director

U/In \_\_\_\_\_ dana/on \_\_\_\_\_

**Zajmoprimac/ Borrower**  
**SE constructions d.o.o.**



Ladislav Eliáš, direktor/Director