

ODVJETNIK PETAR MACURA

Odvjetnik – Attorney at law - Avvocato
C. Zuzorić 29, 10000 Zagreb

FINANCIJSKA AGENCIJA
ODSJEK ZA PRIJEM, EVIDENTIRANJE
I POHRANU OSNOVA ZA PLAĆANJE
ZAGREB 2

Zagreb, 06.06.2024.

FINANCIJSKA AGENCIJA
Ulica grada Vukovara 70
10000 Zagreb

10-06-2024

PREDSTEČAJNE NAGODBE
PRIMANJE I OTPREMA POSTE

KLASA:

UR. BROJ:

N/z povjerenika gđe Ane Vičević-Gračanin

Posl.br.: St-1054/2024

VJEROVNIK: SKECHERS S.a.r.l. sa sjedištem u CH-6330 Cham, Alte Steinhäuserstrasse 14, Švicarska, OIB: 72434704288, zastupano po ovlaštenoj osobi Urs Wettstein, a ovaj zastupan po odvjetniku Petru Macuri iz Zagreba, Cvijete Zuzorić 29;

DUŽNIK: WULF SPORT d.o.o., sa sjedištem u Donji Stupnik, Pod bregom 6, OIB: 63479294954:

DOPUNA PRIJAVE TRAŽBINE VJEROVNIKA

*u predstečajnom postupku nad dužnikom WULF SPORT d.o.o.,
Donji Stupnik, Pod bregom 6, OIB: 63479294954*

jednostruko
4 priloga

1. Vjerovnik SKECHERS S.a.r.l. je dana 25.05.2024. prijavio svoju tražbinu u predstečajnom postupku nad dužnikom WULF SPORT d.o.o., Donji Stupnik, Pod bregom 6, OIB: 63479294954.

Ovim putem vjerovnik SKECHERS S.a.r.l. nadopunjuje svoju prijavu tražbine uvećavanjem iste za tražbinu s osnova Ugovora o preuzimanju duga (Debt Assumption Agreement) od 29.02.2024. koji je zaključen između vjerovnika, dužnika i td Shoebedo d.o.o., Čufarjeva ulica 20A, Vir, 1230 Domžale, Slovenija, u ukupnom iznosu od 4.320,15 EUR (glavnica u iznosu od 4.250,47 EUR + zatezne kamate u iznosu od 69,68 EUR).

2. Slijedom navedenog, vjerovnik SKECHERS S.a.r.l. nadopunjuje svoju prijavljenu tražbinu na način da ista sveukupno iznosi **73.216,93 EUR** (glavnica u iznosu od 66.637,89 EUR + zatezne kamate u iznosu od 6.579,04 EUR).

U prilogu ovog podneska se dostavljaju: 1) ispunjeni i potpisani obrazac nadopunjene prijave tražbine vjerovnika, 2) Ugovor o preuzimanju duga (Debt Assumption Agreement) od 29.02.2024. potpisan od strane dužnika WULF SPORT d.o.o., 3) Ugovor o preuzimanju duga (Debt Assumption Agreement) od 29.02.2024. potpisan od strane td Shoebedo d.o.o., Čufarjeva ulica 20A, Vir, 1230 Domžale, Slovenija i 4) izračun zateznih kamata (po tražbini iz predmetnog Ugovora o preuzimanju duga).

SKECHERS S.a.r.l.,
zastupano po:

ODVJETNIK
PETAR MACURA
ZAGREB, Cvijete Zuzorić 29

FINANCIJSKA AGENCIJA

OIB: 85821130368

UL. GRADA VUKOVARA 70

(adresa nadležne jedinice)

Nadležni trgovački sud U ZAGREBUPoslovni broj spisa St-1054/2024-9**PRIJAVA TRAŽBINE VJEROVNIKA U PREDSTEČAJNOM POSTUPKU****PODACI O VJEROVNIKU:**

Ime i prezime / tvrtka ili naziv

SKECHERS S.a.r.l.OIB 72434704288

Adresa / sjedište

CH-6330 Cham, Alte Steinhauserstrasse 14, Švicarska**PODACI O DUŽNIKU:**

Ime i prezime / tvrtka ili naziv

WULF SPORT d.o.o.OIB 63479294954

Adresa / sjedište

POD BREGOM 6, DONJI STUPNIK**PODACI O TRAŽBINI:**

Pravna osnova tražbine (npr. ugovor, odluka suda ili drugog tijela, ako je u tijeku sudski postupak oznaku spisa i naznaku suda kod kojeg se postupak vodi)

Računi br.F006-2023 i F007-2023, račun br.20664920 i Ugovor o preuzimanju duga 29.02.2024.Iznos dospjele tražbine 73.216,93 EUR (euro)Glavnica 66.637,89 EUR (euro)Kamate 6.579,04 EUR (euro)Iznos tražbine koja dospijeva nakon otvaranja predstečajnog postupka
(euro)

Dokaz o postojanju tražbine (npr. račun, izvadak iz poslovnih knjiga)

Računi br.F006-2023 i F007-2023, račun br.20664920 i Ugovor o preuzimanju duga 29.02.2024.Vjerovnik raspolaže ovršnom ispravom DA ☒ NE ☒ za iznos _____ (euro)

Naziv ovršne isprave

PODACI O RAZLUČNOM PRAVU:

Pravna osnova razlučnog prava

Dio imovine na koji se odnosi razlučno pravo

Iznos tražbine _____ (euro)

Razlučni vjerovnik odriče se prava na odvojeno namirenje

ODRIČEM ☒ NE ODRIČEM ☐

Razlučni vjerovnik pristaje da se odgodi namirenje iz predmeta na koji se odnosi njegovo razlučno pravo radi provedbe plana restrukturiranja PRISTAJEM ☐ NE PRISTAJEM ☐

PODACI O IZLUČNOM PRAVU:

Pravna osnova izlučnog prava

Dio imovine na koji se odnosi izlučno pravo

Izlučni vjerovnik pristaje da se izdvoji predmet na koji se odnosi njegovo izlučno pravo radi provedbe plana restrukturiranja PRISTAJEM ☐ NE PRISTAJEM ☐

Mjesto i datum

Zagreb, 06.06.2024.

Potpis vjerovnika

Po punomoćniku:

Petar
Macura

Digitalno
potpisao: Petar
Macura
Datum:
2024.06.06
11:33:29 +02'00'

ODVJETNIK
PETAR MACURA
ZAGREB, Cvijete Zuzorić 29

DEBT ASSUMPTION AGREEMENT

This debt assumption agreement ("Agreement") is made between the following parties:

- (1) **SHOEBEDO D.O.O.** (registered seat: Čufarjeva ulica 20 A, Vir, 1230 Domžale, Slovenia; company registration number: EUID: SIPRS.7027222000) ("**Shoebedo**");
- (2) **WULF SPORT D.O.O.** (registered seat: Pod Bregom 6, Donjstupnik, 10255 Gornji Stupnik, Croatia; EUID: HRSR.080201079) ("**Wulf**") and
- (3) **SKECHERS S.À.R.L.** (registered seat: CH-6330 Cham, Alte Steinhäuserstrasse 14.; company registration number CHE-101.678.777) ("**Skechers**");

(Shoebedo, Wulf and Skechers collectively referred to as the "**Parties**" and each of them as a "**Party**").

RECITALS

- (A) According to the financial records dated 29 February 2024 Shoebedo has an outstanding debt of **EUR 144,250.47** to Skechers arising from the licence agreement that has been concluded between Shoebedo and Skechers ("**Debt**").
- (B) By signing this Agreement Shoebedo acknowledges that it owes to Skechers the amount of the Debt (in Hungarian: *tartozáselismerés*).
- (C) It is the intention of Shoebedo and Wulf that Wulf assumes the amount of **EUR 4,250.47** from the Debt ("**Assumed Debt**") from Shoebedo so that Wulf would pay the Assumed Debt to Skechers.
- (D) Skechers CEE Limited Liability Company (seat: H-1138 Budapest, Révész utca 27 Riverloft Offices B épület. Fsz. 2. ajtó, registration number: 01-09-201858) administers financial matters in the territory of Central and Eastern Europe on behalf of Skechers. Based on that this Agreement has direct connection to the laws of Hungary.

THEREFORE THE PARTIES NOW ENTER INTO THE FOLLOWING AGREEMENT

1. Shoebedo and Wulf agree that Wulf assumes the Assumed Debt from Shoebedo (in Hungarian: *teljesítésárvállalás*). Under the assumption of the Assumed Debt Wulf shall pay the Assumed Debt to Skechers to the bank account of Skechers as follows: **SKECHERS SARL, IBAN DE11502200852541670021, SWIFT/BIC SMHBDEFFXXX** ("**Skechers Bank Account**"). The Assumed Debt shall be credited to Skechers Bank Account by 8 March 2024.
2. Without prejudice to the above by signing this Agreement Shoebedo and Wulf become jointly and severally liable for the Assumed Debt (in Hungarian: *egyetemes kötelezettség*) and Skechers may claim the payment of the Assumed Debt from either of them.
3. Skechers has been notified by Shoebedo and Wulf about the assumption of the Assumed Debt by this Agreement (in Hungarian: *tartozáselvállalás*).

4. This Agreement shall become effective on the day of its signing by Shoebedo and Wulf. This Agreement may not be amended, supplemented or terminated except by an express instrument in writing signed by all of the Parties.
5. This Agreement shall be governed by the laws of Hungary. The Parties agree to submit any and all disputes arising out of or in connection with this Agreement, including the disputes related to the existence, validity, effectiveness or interpretation of this Agreement, to the exclusive jurisdiction and competence of the Hungarian courts.
6. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.


IN WITNESS, the Parties have executed this Agreement on the following place and date:

Domžale, Slovenia, 29 February 2024

SHOEBEDO D.O.O.

represented by: [Laura Mrhar], [Director]


Gornji Stupnik, Croatia, 29 February 2024

 **wulf:sport**
Wulf sport d.o.o.
Pod bregom 6, Donji Stupnik, OIB 63479294954
10255 Gornji Stupnik

WULF SPORT D.O.O.

represented by: [Dino Elezović], [Board Member]

_____, ____ March 2023

SKECHERS S.À.R.L.

represented by: Urs Wettstein managing director

DEBT ASSUMPTION AGREEMENT

This debt assumption agreement ("Agreement") is made between the following parties:

- (1) **SHOEBEDO D.O.O.** (registered seat: Čufarjeva ulica 20 A, Vir, 1230 Domžale, Slovenia; company registration number: EUID: SIPRS.7027222000) ("Shoebedo");
- (2) **WULF SPORT D.O.O.** (registered seat: Pod Bregom 6, Donjstupnik, 10255 Gornji Stupnik, Croatia; EUID: HRSR.080201079) ("Wulf") and
- (3) **SKECHERS S.À.R.L.** (registered seat: CH-6330 Cham, Alte Steinhäuserstrasse 14.; company registration number CHE-101.678.777) ("Skechers");

(Shoebedo, Wulf and Skechers collectively referred to as the "Parties" and each of them as a "Party").

RECITALS

- (A) According to the financial records dated 29 February 2024 Shoebedo has an outstanding debt of **EUR 144,250.47** to Skechers arising from the licence agreement that has been concluded between Shoebedo and Skechers ("Debt").
- (B) By signing this Agreement Shoebedo acknowledges that it owes to Skechers the amount of the Debt (in Hungarian: *tartozáselismerés*).
- (C) It is the intention of Shoebedo and Wulf that Wulf assumes the amount of **EUR 4,250.47** from the Debt ("Assumed Debt") from Shoebedo so that Wulf would pay the Assumed Debt to Skechers.
- (D) Skechers CEE Limited Liability Company (seat: H-1138 Budapest, Révész utca 27 Riverloft Offices B épület. Fsz. 2. ajtó, registration number: 01-09-201858) administers financial matters in the territory of Central and Eastern Europe on behalf of Skechers. Based on that this Agreement has direct connection to the laws of Hungary.

THEREFORE THE PARTIES NOW ENTER INTO THE FOLLOWING AGREEMENT

1. Shoebedo and Wulf agree that Wulf assumes the Assumed Debt from Shoebedo (in Hungarian: *teljesítésvállalás*). Under the assumption of the Assumed Debt Wulf shall pay the Assumed Debt to Skechers to the bank account of Skechers as follows: **SKECHERS SARL, IBAN DE11502200852541670021, SWIFT/BIC SMHBDEFFXXX** ("Skechers Bank Account"). The Assumed Debt shall be credited to Skechers Bank Account by 8 March 2024.
2. Without prejudice to the above by signing this Agreement Shoebedo and Wulf become jointly and severally liable for the Assumed Debt (in Hungarian: *egyetemleges kötelezettség*) and Skechers may claim the payment of the Assumed Debt from either of them.
3. Skechers has been notified by Shoebedo and Wulf about the assumption of the Assumed Debt by this Agreement (in Hungarian: *tartozáselvállalás*).

4. This Agreement shall become effective on the day of its signing by Shoebedo and Wulf. This Agreement may not be amended, supplemented or terminated except by an express instrument in writing signed by all of the Parties.
5. This Agreement shall be governed by the laws of Hungary. The Parties agree to submit any and all disputes arising out of or in connection with this Agreement, including the disputes related to the existence, validity, effectiveness or interpretation of this Agreement, to the exclusive jurisdiction and competence of the Hungarian courts.
6. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS, the Parties have executed this Agreement on the following place and date:

Domžale, Slovenia, 29 February 2024



SHOEBEDO D.O.O.

represented by: Laura Mrhar, director

Gornji Stupnik, Croatia, 29 February 2024

WULF SPORT D.O.O.

represented by: [name of signatory], [title of signatory]

_____, ____ March 2023

SKECHERS S.À.R.L.

represented by: Urs Wettstein managing director

SKECHERS S.a.r.l. CH-6330 Cham, Alte Steinhauserstrasse 14, Švicarska,
OIB:72434704288

WULF SPORT d.o.o., POD BREGOM 6, DONJI STUPNIK, OIB:63479294954

Zakonske zatezne kamate

Datum od	Datum do	Br. dana	Glavnica	KS	Suma kamata	Saldo
09.03.2024	26.04.2024	48	4.250,47	12,50	69,68	4.320,15
Ukupno		49	4,250,47 EUR		69,68 EUR	4,320,15 EUR

**ODVJETNIK
PETAR MACURA
ZAGREB, Cvijete Zuzorić 29**

FINANCIJSKA AGENCIJA
ZAGREB 11
Neposredno dostavlja (obino - preporučeno)
10-06-2024
Prilježno:
Eli. pr. slika _____ potpis _____

1102-28

FINANCIJSKA AGENCIJA
POSREDOVANJE U PROMETU NEPOKRETNOSTI
ZAGREB

100

PRODOTTORE: CAINE MAGGIORE
STAMPANTE: I. OFFICINA POSTE
1954

1993

FINANCIJSKA AGENCIJA
ULICA GRADA VRŠNJA 70
110000 ZAGREB

RED'S TECHN POSNPAK

05 0209 2 06.06.24 10.57.00

2.10

R
10131 7A0254

REG 56 444 441 1 HR

