

EES DRAVACEL ENERGETIKA d.o.o. u stečaju, OIB: 28099990977, upisano kod Trgovačkog suda u Zagrebu pod MBS: 010104108, EUID: HRSR.010104108, sa sjedištem na adresi Zagreb (Grad Zagreb), Ulica Račkoga 10, email: verkokutlesa@gmail.com koje zastupa stečajni upravitelj Verko Kutleša, OIB: 63798394930, Zagreb, Ulica Miroslava Milića 10 (dalje u tekstu: EES Dravacel ili Vlasnik)

Jordan Alexander Oxley, OIB: 42259991521, Kanada, Ontario, Newmarket, 72 Patterson Street, email: jordan@energycoinvest.com (dalje u tekstu: "Zainteresirani kupac")

pri čemu se u nastavku za Vlasnika i Zainteresiranog kupca koristi zajednički i skupni naziv "Ugovorne strane"

sklopili su dana 15. prosinca.2025. godine sljedeći:

PREDUGOVOR O KUPOPRODAJI NEKRETNINE

Članak 1.

Ugovorne strane sklapaju ovaj Predugovor o kupoprodaji nekretnine (u daljnjem tekstu: "Predugovor") kojim se obvezuju sklopiti Ugovor o kupoprodaji nekretnine (u daljnjem tekstu: "Glavni ugovor") sukladno uvjetima, rokovima i na način predviđen ovim Predugovorom.

Pod pojmom nekretnina koji se koristi u ovom Predugovoru smatrat će se nekretnina upisana u Zemljišnu knjigu kod Općinski sud u Virovitici, ZEMLJIŠNOKNJIŽNI ODJEL SLATINA, katastarska općina: PODRAVSKA SLATINA, broj ZK uložka: 13377, u posjedovnici označena kao: broj kat.čestice 819/1, KOD JABLANOVA površine 57926 m2 (dalje u tekstu: „Nekretnina“).

Zainteresirani kupac kupuje Nekretninu po principu "viđeno-kupljeno".

Ugovorne strane suglasno utvrđuju da ovaj Predugovor obuhvaća i sve pertinencije Nekretnine uključujući i dokumentaciju iz upravnih ili drugih postupaka koji se odnose na korištenje Nekretnine ili obavljene ili planirane prostorne zahvate na Nekretnini.

Članak 2.

Ugovorne strane obvezuju se sklopiti Glavni ugovor u roku od 10 (deset) dana od datuma davanja suglasnosti

EES DRAVACEL ENERGETIKA doo in bankruptcy, OIB: 28099990977, registered with the Commercial Court in Zagreb under MBS: 010104108, EUID: HRSR.010104108, with registered office at Zagreb (City of Zagreb), Račkoga Street 10, email: verkokutlesa@gmail.com represented by bankruptcy trustee Verko Kutleša, OIB: 63798394930, Zagreb, Ulica Miroslava Milića 10 (hereinafter referred to as: EES Dravacel or Owner)

and

Jordan Alexander Oxley, OIB: 42259991521, 72 Patterson Street, Newmarket, Ontario, Canada email: jordan@energycoinvest.com (hereinafter referred to as: "Interested Buyer")

where the Owner and the Interested Buyer are hereinafter referred to as the joint and collective name "Contracting Parties "

have executed on 15. December 2025 the following:

PRELIMINARY AGREEMENT ON THE SALE AND PURCHASE OF THE REAL ESTATE

Article 1

The contracting parties enter into this Preliminary Agreement for the sale and purchase of the real estate (hereinafter referred to as the "Preliminary Agreement"), by which they undertake to enter into a Real Estate Sale and Purchase Agreement (hereinafter referred to as the "Main Agreement") in accordance with the terms, deadlines and in the manner provided for in this Preliminary Agreement.

The term real estate used in this Preliminary Agreement shall mean real estate registered in the Land Register at the Municipal Court in Virovitica, LAND REGISTER DEPARTMENT SLATINA, cadastral municipality: PODRAVSKA SLATINA, Land Registry entry number: 13377, marked in the title deed as: cadastral plot number 819/1, KOD JABLANOV, area 57926 m2 (hereinafter referred to as: "Property").

The Interested Buyer purchases the Property on a "seen-as-bought" basis.

The contracting parties agree that this Preliminary Agreement also covers all aspects of the Property, including documentation from administrative or other procedures relating to the use of the Property or completed or planned spatial interventions on the Property.

Article 2

The contracting parties undertake to conclude the Main Agreement within 10 (ten) days from the date of

skupštine vjerovnika i suda na ovaj Predugovor u okviru predmeta koji se pod brojem St-1945/2024 vodi pred Trgovačkim sudom u Zagrebu - Stalna služba u Karlovcu ili u roku od 10 (deset) dana od datuma osnivanja i upisa trgovačkog društva čiji je član i osnivač Zainteresirani kupac u Sudski registar, ovisno o tome koji je od ta dva datuma kasniji.

Ugovorne strane su suglasne da se svi uvjeti iz ovog Predugovora smatraju ispunjeni ako sklapanju Glavnog ugovora umjesto Zainteresiranog kupca pristupi trgovačko društvo iz prethodnog stavka ovog članka osnovano u Republici Hrvatskoj pod njegovom kontrolom.

Članak 3.

Ugovorne strane suglasno utvrđuju kako kupoprodajna cijena za Nekretninu iznosi **400.000,00 EUR (slovima: četiristotisuća eura)** (dalje u tekstu: „Kupoprodajna cijena“).

Na dan potpisa ovog Predugovora, Zainteresirani kupac će Vlasniku platiti kaparu u iznosu od 40.000,00 EUR, i to u korist računa Vlasnika IBAN HR6023600001103173888 otvoren kod Zagrebačke banke d.d.. Predmetna kapara se ugovara kao odustatnina što znači da ista predstavlja ugovorenu mogućnost odustanka od ovog Predugovora i/ili sklapanja Glavnog Ugovora, sa posljedicom da u slučaju da izjavu o odustajanju da Zainteresirani kupac, kao strana koja je dala kaparu, tada ona gubi pravo na povrat kapare, a ako odustane Vlasnik, kao strana koja je kaparu primila, tada je Vlasnik u obvezi vratiti Zainteresiranom kupcu kaparu u dvostrukom iznosu.

Ako Zainteresirana osoba ne plati kaparu u iznosu, na način i u roku kako je to definirano prethodnim stavkom ovoga članka, ovaj Predugovor se raskida po sili zakona (ex lege).

U slučaju sklapanja Glavnog ugovora, kapara iz st. 2. ovog članka uračunat će se u Kupoprodajnu cijenu, na način da će Zainteresirani kupac (ili druga osoba sukladno ovom Predugovoru) Vlasniku isplatiti preostali iznos Kupoprodajne cijene (kao iznos koji predstavlja razliku između Kupoprodajne cijene iz st. 1. ovog članka i kapare iz st. 2. ovog članka koju Vlasnik zadržava) na poslovni račun Vlasnika broj IBAN: HR6023600001103173888., otvoren kod Zagrebačke banke d.d., na dan potpisa i ovjere Glavnog ugovora.

Vlasnik izjavljuje i jamči da je predmetni poslovni račun važeći, aktivan, neopterećen ovršnim ili drugim pravnim mjerama, te da ima pristup istome u svakome trenutku i bez ograničenja.

given approval of the assembly of creditors and the court on this Preliminary Agreement within the ongoing case under the number St-1945/2024 before the Commercial Court in Zagreb - Permanent service in Karlovac or within 10 (ten) days from incorporation and registration of the company of which the Interested Buyer is shareholder and founder in the Court Register, whichever occurs later.

The contracting parties agree that all conditions from this Preliminary Agreement shall be deemed to be fulfilled if the execution of the Main Agreement is performed by a company from previous paragraph of this Article, founded in Republic of Croatia controlled by the Interested Buyer, instead of the Interested Buyer himself.

Article 3

The contracting parties agree that the purchase price for the Property is **EUR 400,000.00 (in words: four hundred thousand euros)** (hereinafter referred to as the "Purchase Price").

On the day of signing this Preliminary Agreement, the Interested Buyer will pay the Owner a deposit in the amount of EUR 40,000.00, to the Owner's bank account IBAN HR6023600001103173888 opened at Zagrebačka banka d.d.. The deposit in question is contracted as a cancellation fee, which means that it represents the agreed possibility of withdrawing from this Preliminary Agreement and/or concluding the Main Agreement, with the consequence that in the event that the Interested Buyer, as the party who gave the deposit, gives the declaration of withdrawal, then she loses the right to return the deposit, and if the Owner, as the party who received the deposit, withdraws, then the Owner is obliged to return the deposit to the Interested Buyer in double the amount.

If the Interested Buyer does not pay the deposit in the amount, in the manner and within the deadline as defined in the previous paragraph of this article, this Preliminary Agreement is being considered terminated ex lege.

In the case of concluding the Main Agreement, the deposit from paragraph 2 of this article will be included in the purchase price, in such a way that the Interested Buyer (or other person as per this preliminary Agreement) will pay the remaining amount of the purchase price to the Owner (as the amount representing the difference between the purchase price from paragraph 1 of this article and the deposit from paragraph 2 of this article which the Owner retains) to the Owner's business account IBAN number: HR6023600001103173888, opened at Zagrebačka banka d.d. on the day of signing and notarization of the Main Agreement.

The Owner represents and warrants that the business account in question is valid, active, unencumbered by enforcement or other legal

Članak 4.

Vlasnik izjavljuje i jamči da je Nekretnina u njegovom isključivom vlasništvu, te da se ne vode nikakvi sudski, upravni ili drugi postupci u kojima bi treće osobe isticala i/ili polagale bilo kakva prava na Nekretnini.

Vlasnik izjavljuje i jamči da glede Nekretnine iz ovog Ugovora:

- (i) nije evidentirano postojanje niti stvarno postoji bilo kakav teret i/ili drugo pravo i/ili okolnost koja na bilo koji način isključuje, umanjuje i/ili na bilo koji drugi način ograničava ili koja bi mogla isključiti, umanjiti i/ili na bilo koji drugi način ograničiti slobodu raspolaganja Nekretninom od strane Vlasnika;
- (ii) nije evidentirano postojanje niti stvarno postoji bilo kakav teret i/ili drugo pravo i/ili okolnost koja na bilo koji način isključuje, umanjuje i/ili na bilo koji drugi način ograničava ili koja bi mogla isključiti, umanjiti i/ili na bilo koji drugi način ograničiti bilo koje pravo Zainteresiranog kupca po osnovi ili u vezi sa stjecanjem vlasništva ili bilo kojeg drugog prava glede Nekretnine od strane Zainteresiranog kupca;
- (iii) nije evidentirano postojanje niti stvarno postoji bilo kakav teret i/ili drugo pravo i/ili okolnost koja na bilo koji način umanjuje ili koja bi mogla umanjiti vrijednost Nekretnine.

Prodavatelj izjavljuje i jamči da (i) tijekom perioda pregovaranja o sklapanju ovog Predugovora, i (ii) uključivo do dana sklapanja ovog Predugovora, i (iii) tijekom perioda nakon sklapanja ovog Predgovora bez vremenskog ograničenja, nije poduzeo i/ili da neće poduzeti nikakvu pravu i/ili drugu radnju koja je usmjerena na raspolaganje Nekretninom na bilo koji način, a posebno da neće otuđiti i/ili opteretiti Nekretninu na bilo koji način i u odnosu na bilo koju osobu.

Vlasnik izjavljuje i jamči da se predmetna Nekretnina prodaje sukladno ovlaštenju sadržanom u Zapisniku od 11. ožujka 2025. g. koji je sastavljen u okviru predmeta koji se pod brojem St-1945/2024 vodi pred Trgovačkim sudom u Zagrebu - Stalna služba u Karlovcu.

Ugovorne strane su suglasne da će Vlasnik, po potpisu ovog Predugovora, Predugovor podnijeti na suglasnost skupštini vjerovnika i sudu u okviru predmeta koji se pod brojem St-1945/2024 vodi pred Trgovačkim sudom u Zagrebu - Stalna služba u Karlovcu, te će po dobivenoj suglasnosti, sukladno čl. 2. ovog Predugovora, pristupiti sklapanju Glavnog ugovora pod uvjetima iz ovog Predugovora.

measures, and that he has access to it at all times and without restrictions.

Article 4

The Owner declares and guarantees that the Property is his exclusive property, and that there are no judicial, administrative or other proceedings in which third parties assert and/or claim any rights to the Property.

The Owner represents and warrants that with respect to the Property under this Agreement:

- (i) there is no recorded existence or actual existence of any burden and/or other right and/or circumstance that in any way excludes, diminishes and/or in any other way restricts or that could exclude, diminish and/or in any other way restrict the Owner's freedom to dispose of the Property;
- (ii) there is no recorded existence or actual existence of any encumbrance and/or other right and/or circumstance that in any way excludes, diminishes and/or otherwise limits or that could exclude, diminish and/or otherwise limit any right of the Interested Buyer based on or in connection with the acquisition of ownership or any other right in relation to the Property by the Interested Buyer;
- (iii) there is no recorded existence or actual existence of any encumbrance and/or other right and/or circumstance that in any way reduces or could reduce the value of the Property.

The Seller represents and warrants that (i) during the period of negotiation for the conclusion of this Preliminary Agreement, and (ii) including up to the date of conclusion of this Preliminary Agreement, and (iii) during the period after the conclusion of this Preliminary Agreement without time limit, it has not taken and/or will not take any right and/or other action aimed at disposing of the Property in any way, and in particular that it will not alienate and/or encumber the Property in any way and in relation to any person.

the Owner specifically represents and warrants that the subject Property is being sold in accordance with the authorization contained in the Minutes of March 11, 2025, which were drawn up within the framework of the case under number St-1945/2024 conducted before the Commercial Court in Zagreb - Permanent Service in Karlovac.

The contracting parties mutually agree that the Owner, after signing this Preliminary Agreement will submit the Preliminary Agreement for approval to the assembly of creditors and the court in the case number St-1945/2024 ongoing before the Commercial Court in Zagreb - Permanent Service in Karlovac, and upon obtaining the consent, will, according to the Article 2 of this Preliminary Agreement, proceed with the conclusion of the Main agreement under the terms of this Preliminary Agreement.

U slučaju da Vlasnik ne dobije traženu suglasnost iz prethodnog stavka ovog članka, Ugovorne strane su suglasne da će se ovaj Predugovor smatrati raskinutim po sili zakona bez ikakvih obveza jedne strane prema drugoj, osim što će Vlasnik biti dužan vratiti Zainteresiranom Kupcu kaparu iz čl. 3. ovog Predugovora u roku od 8 dana od dana donošenja odluke skupštine vjerovnika i suda.

Ugovorne strane suglasno utvrđuju kako je Zainteresirani kupac strani državljanin te kako je u cijelosti upoznat sa odredbama Zakona o vlasništvu i drugim stvarnim pravima glede stjecanja stvarnih prava stranih osoba u Republici Hrvatskoj pa potpisom ovog predugovora Zainteresirani kupac izričito izjavljuje da on (ili druga osoba sukladno ovom Predugovoru) snosi u cijelosti rizik i odgovornost za stjecanje prava vlasništva nad Nekretninom koja je predmet ovog Predugovora.

Ugovorne strane izjavljuju i jamče da u trenutku sklapanja ovog Predugovora ne postoje okolnosti zbog kojih bi ovaj Predugovor i/ili bilo koja radnja poduzeta po osnovi ili u vezi s ovim Predugovorom ili Glavnim ugovorom, bila ništeta, pobjna ili nevaljana na bilo koji drugi način.

Članak 5.

Glavnim ugovorom o kupoprodaji predvidjet će se obveza izdavanja tabularne izjave nakon isplate cjelokupne kupoprodajne cijene, stupanja u posjed Nekretnine Zainteresiranog kupca, plaćanja poreza na promet nekretnine koju će obvezu podmiriti Zainteresirani kupac u zakonskom roku nakon sklapanja Ugovora o kupoprodaji te će se definirati ostali glavni sastojci Ugovora o kupoprodaji sukladno Zakonu o obveznim odnosima.

Članak 6.

Predugovor je obvezujući i primijenit će se u korist i na teret pravnih slijednika ili nasljednika svake Ugovorne strane.

Ako bi neka odredba ovog Predugovora bila ili bi postala ništava, nevažeća ili neprovediva, ista će biti izdvojena iz Predugovora koji će u svom preostalom dijelu u potpunosti ostati na snazi, proizvodeći pravne učinke. Ako jedna ili više odredbi ovog Predugovora bude proglašena ništavom, nevažećom ili neprovedivom, Ugovorne strane se obvezuju bez odlaganja pristupiti zamjeni ništavih, nevažećih ili neprovedivih odredaba drugim odredbama, vodeći pri tome računa da se izmijenjenim odredbama na zakonit i dopušten način postigne ista ili približno ista svrha ništave, nevažeće ili neprovedive odredbe, imajući u vidu iskazanu namjeru i interese obje ugovorne strane.

In the event that the Owner does not receive the required consent from the previous paragraph of this article, the contracting parties mutually agree that this Preliminary Agreement will be considered terminated by force of law without any obligations of one party to the other, except that the Owner will be obliged to return to the Interested Buyer the deposit from Art. 3. of this Preliminary Agreement within 8 days from the date of the decision of the creditors' assembly and court.

The contracting parties mutually agree that the Interested Buyer is a foreign citizen and that he is fully familiar with the provisions of the Croatian Act on ownership and other real rights regarding the acquisition of real rights of foreign persons in the Republic of Croatia, and by signing this Preliminary Agreement, the Interested Buyer expressly declares that he (or other person as per this Preliminary Agreement) bears the entire risk and responsibility for acquiring ownership of the Real Estate that is the subject of this Agreement.

The Contracting parties mutually declare and guarantee that at the time of entering into this Preliminary Agreement there are no circumstances that would make this Preliminary Agreement and/or any action taken on the basis of or in connection with this Preliminary Agreement or the Main Agreement null, void or invalid in any other way.

Article 5

The Main Agreement will stipulate the obligation to issue a tabular statement after the purchase price has been paid, take possession of the Property of the Interested Buyer, pay real estate transfer tax, which the Interested Buyer will pay within the legal deadline after concluding the Purchase Agreement, and will define other main components of the Purchase Agreement in accordance with the Civil Obligations Act.

Article 6

The Preliminary Agreement is binding and will apply for the benefit and at the expense of the legal successors or assigns of each Contracting Party.

If any provision of this Preliminary Agreement would be or become null, invalid or unenforceable, it will be separated from the Preliminary Agreement, which will remain fully in force in its remaining part, producing legal effects. If one or more provisions of this Preliminary Agreement are declared void, invalid or unenforceable, the Contracting Parties undertake to replace the void, invalid or unenforceable provisions with other provisions without delay, taking care that the amended provisions in a legal and permissible manner achieve the same or approximately the same purpose of the void, invalid or unenforceable provision, bearing in mind the stated intention and interests of both contracting parties.

Izmjene i dopune ovog Predugovora valjane su samo u pisanom obliku, potpisanom od strane svih ugovornih strana.

Sve sporove koji proizađu iz ovog Predugovora ili su s njim u svezi, ugovorne strane će nastojati riješiti mirnim putem. U slučaju nemogućnosti mirnog rješenja spora, svi sporovi koji proizlaze iz ovog Predugovora, konačno će se riješiti pred stvarno nadležnim sudom u Slatini.

U slučaju nesuglasnosti između hrvatskog i engleskog teksta, valjanim se smatra hrvatski tekst Predugovora.

Ovaj Predugovor je pripremljen u 2 (slovima: dva) istovjetna i punovažna potpisna primjerka, od kojih svaka ugovorna strana zadržava po 1 (slovima: jedan) potpisani primjerak.

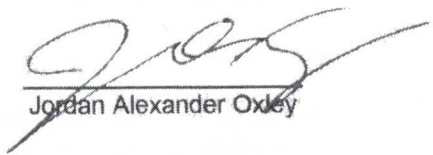

EES DRAVAC/ ENERGETIKA d.o.o. u stečaju,
po stečajnom upravitelju Verku Kutleši

Amendments to this Preliminary Agreement are valid only in writing, signed by all contracting parties.

All disputes that arise from this Preliminary Agreement or are related to it, the contracting parties will try to resolve peacefully. In the event of the impossibility of a peaceful settlement of the dispute, all disputes arising from this Preliminary Agreement will be finally settled before the competent court in Slatina.

In case of discrepancy between the Croatian and English text, the Croatian text of the Preliminary Agreement shall prevail.

This Preliminary Agreement has been prepared in 2 (in words: two) identical and valid signed copies, of which each contracting party retains 1 (in words: one) signed copy.


Jordan Alexander Oxley