PRIMLJENO 19 -06- 2023

OBRAZAC 16.

Stečajnom upravitelju Zoranu Bogojeviću
Adresa: Ulica Silivija Strahimira Kranjčevića 10, 10000 Zagreb
Poslovni broj spisa: St-3116/22

I. PRIJAVA TRAŽBINE U STEČAJNOM POSTUPKU
PODACI O VJEROVNIKU:

PODACI O VJEROVNIKU:
Ime i prezime/tvrtka ili naziv: TURTLE LIMITED
OIB: 96594052439
Adresa/sjedište: Level 5, Carolina Court, Giuseppe Cali Street, Ta'Xbiex XBX 1425, Malta
IBAN: GB17CITI18500872511967, SWIFT: CITIGB2L, CITIBANK N.A.
Elektronička pošta: tlimitedc75847@gmail.com

PODACI O DUŽNIKU:
Ime i prezime/tvrtka ili naziv: EWF transporte d.o.o. u stečaju
OIB: 40539989052
Adresa/sjedište: Strojarska cesta 2, 10000 Zagreb

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):
1. Ugovor „TERMS OF BUSINESS“, od 31. prosinca 2021.
Iznos tražbine 250.000,00 EUR (glavnica) + 14.667,46 EUR (zakonska zatezna kamata) + 4.023,30 EUR (ugovorena kamata) = 268.690,76 EUR
Dokaz o postojanju svake pojedine tražbine (npr. račun, izvadak iz poslovnih knjiga):
Bankovni nalog/izvadak po računu
2. Ugovor „SHARE TRANSFER AGREEMENT“, od 21. travnja 2021.
Iznos tražbine 200.000,00 EUR (glavnica) + 16.168,99 EUR (zakonska zatezna kamata) + 6.309,82 EUR (ugovorena kamata) = 222.478,81 EUR
Dokaz o postojanju svake pojedine tražbine (npr. račun, izvadak iz poslovnih knjiga):
Bankovni nalog/izvadak po računu
Vjerovnik raspolaže ovršnom ispravom DA/NE za iznos _____
Naziv ovršne isprave _____

II. OBAVIJEST O RAZLUČNOM PRAVU:

Pravna osnova razlučnog prava _____
Dio imovine na koji se odnosi razlučno pravo (predmet razlučnog prava)
_____
Iznos tražbine osigurane razlučnim pravom _____ (kn)
Ako razlučni vjerovnik koji je i osobni vjerovnik dužnika prijavljuje i tražbinu kao stečajni vjerovnika dužan je naznačiti dio imovine stečajnoga dužnika na koji se odnosi njegovo razlučno pravo i iznos do kojega njegova tražbina predvidivo neće biti namirena tim razlučnim pravom.

III. OBAVIJEST O IZLUČNOM PRAVU:

Pravna osnova izlučnog prava _____
Predmet izlučnog prava _____
Naznaka postojanja prava iz članka 148. Stečajnog zakona
_____

Mjesto i datum

Potpis vjerovnika

Zagreb, 14. lipnja 2023.

Odvjetnik
ANDREJ KUŽELIČKI
Zagreb

Odvjetničko društvo
KUŽELIČKI & MUČNJAK
Nova Ves 3, Zagreb

KUŽELIČKI & MUČNJAK, d.o.o.
odvjetničko društvo

A | Zagreb, Nova Ves 3
E | desk@pravo.com.hr
W | pravo.com.hr

Partneri | Andrej Kuželički | 01 2102 628
| Marko Mučnjak | 098 558 712

Broj/NO: 5111-nkt/ak

Stečajni upravitelj
gdin. Zoran Bogojević
Ulica Silvija Strahimira Kranjčevića 10
10000 Zagreb

Na broj: **St-3116/2022** (Trgovački sud u Zagrebu, Stalna služba u Karlovcu)

Stečajni vjerovnik: **TURTLE LIMITED**,
OIB: 96594052439, registarski broj: C 75847,
Level 5, Carolina Court, Giuseppe Cali Street, Ta'Xbiex XBX 1425, Malta,
zastupano po punomoćniku Andreju Kuželičkom,
odvjetniku u Odvjetničkom društvu KUŽELIČKI & MUČNJAK, d.o.o., Zagreb

Stečajni dužnik: **EWF transporte d.o.o. u stečaju**,
OIB: 40539989052, Strojarska cesta 2, Zagreb,
zastupano po stečajnom upravitelju Zoranu Bogojeviću

PODNESAK

2x stečajnog vjerovnika

I. Stečajni vjerovnik TURTLE LIMITED, Level 5, Carolina Court, Giuseppe Cali Street, Ta'Xbiex XBX 1425, Malta, ovim podneskom uz stečajnu prijavu dodatno pojašnjava osnovanost i visinu tražbina koje prijavljuje.

Ujedno se obavještava stečajni upravitelj i nadležni sud da je stečajni vjerovnik za zastupanje u ovoj pravnoj stvari opunomoćio Andreja Kuželičkog (Andrej Kuželički), odvjetnika u Odvjetničkom društvu KUŽELIČKI & MUČNJAK, d.o.o., Nova Ves 3, 10000 Zagreb, pa se predlaže dionicima ovog postupka pismena koja se tiču stečajnog vjerovnika dostavljati putem njegova punomoćnika.

Dokaz:
- uvid u punomoć za zastupanje
- uvid u izvadak iz sudskog registra za stečajnog vjerovnika.

II. U odnosu na tražbinu u iznosu od 250.000,00 EUR (od 17. siječnja 2022.)

Stečajni vjerovnik dostavlja ugovor pod nazivom „TERMS OF BUSINESS" sklopljen između stečajnog vjerovnika i stečajnog dužnika 31. prosinca 2021., kao i prateće e-mail poruke između predstavnika stečajnog vjerovnika i zz. stečajnog dužnika.

Iz predmetnog ugovora u bitnome proizlazi da stečajni vjerovnik daje zajam stečajnom dužniku u iznosu od 250.000,00 EUR radi pokrića troškova stjecanja nekretnine zkč. br. 4147, u naravi: PODUZETNIČKA ZONA NOVSKA, površine 10001 m2, upisano u zk. ul. 5405, k. o. NOVSKA, a stečajni dužnik se obvezuje isti iznos vratiti u roku od 220 dana, uvećano za kamatu ugovorenu po stoji od 3% godišnje.

Dokaz:
- uvid u ugovor pod nazivom „TERMS OF BUSINESS", od 31. prosinca 2021.,
prijevod na hrvatski jezik po ovlaštenom sudskom tumaču naknadno

Stečajni vjerovnik je navedena sredstava doznačio putem društva INSTITUO FIDUCIARIO AMBROSIANA S.r.l. stečajnom dužniku dana 17. siječnja 2022.

Dokaz:
- uvid u bankovni nalog za plaćanje,
prijevod na hrvatski jezik po ovlaštenom sudskom tumaču naknadno

Stečajni dužnik je u trenutku sastava ovog podneska knjižni vlasnik predmetne nekretnine, a stekao ju je na osnovi pravnog posla s Gradom Novskom, nakon provedenog postupka prikupljanja ponuda (Ugovor o kupoprodaji nekretnine, klasa: 404-02/21-01/4, urbroj: 2176/04-03-21-7, potvrđen pod brojem: OV-3996/2021 dana 21. rujna 2021.; i Tabularna izjava, klasa: 404-02/21-01/4, urbroj: 2176/04-03-21-8, potvrđena pod brojem: OV-4152/2021, dana 27. rujna 2021.).

Kupoprodajna cijena iznosila je 7.300,73 HRK (slovima: sedamtisućatristo kuna i sedamdesettri lipe).

Dokaz:
- uvid u povijesni prikaz zk. izvatka za zkč. br. 4147, upisana u zk. ul. 5405, k. o. NOVSKA
- uvid u Odluku Grada Novske, klasa: 404-02/21-01/4, urbroj: 2176/04-03-21-6, od 18. kolovoza 2021.

Iz dostavljene e-mail korespondencije u bitnome proizlazi da se zz. stečajnog dužnika u travnju 2021. obratio stečajnom vjerovniku tvrdeći da mu je potrebno financiranje radi akvizicije predmetne nekretnine.

Dokaz:
- uvid u e-mail korespondenciju između stečajnog vjerovnika i stečajnog dužnika
prijevod na hrvatski jezik po ovlaštenom sudskom tumaču naknadno

S obzirom na izneseno kao i na činjenicu da je bezuspješno protekao rok za vraćanja predmetnog zajma (8. kolovoza 2022.), to stečajni vjerovnik od stečajnog dužnika osnovano potražuje iznos od 250.000,00 EUR.

III. U odnosu na tražbinu u iznosu od 200.000,00 EUR (od 22. i 23. travnja 2021.)

Stečajni vjerovnik dostavlja ugovor pod nazivom „SHARE TRANSFER AGREEMENT", od 21. travnja 2021., koji je sklopljen između Franje Oreškovića, kao imatelja poslovnih udjela u društvu stečajnog dužnika (osnivač, te ujedno i direktor stečajnog dužnika), kao prenositelja poslovnih udjela u društvu stečajnog dužnika, s jedne strane, i gospodina Giuseppea Penzole (Giuseppe Penozolo) kako stjecatelja poslovnih udjela u društvu stečajnog dužnika, s druge strane.

Dokaz:
- uvid u ugovor pod nazivom „SHARE TRANSFER AGREEMENT", od 21. travnja 2021.,
prijevod na hrvatski jezik po ovlaštenom sudskom tumaču naknadno

Iako navedenoj privatnopravnoj ispravi, koja zapravo predstavlja predugovor o obvezi prodaje poslovnih udjela, nedostaje potreban oblik (javnobilježnički akt ili solemnizirana privatna isprava), ista predstavlja pravni temelj prema kojem je stečajni vjerovnik doznačio stečajnom dužniku iznos od 200.000,00 EUR (22. travnja 2021. iznos od 100.000,00 EUR, te 23. travnja 2021. daljnji iznos od 100.000,00 EUR), a prema međusobnom poslovnom dogovoru zz. stečajnog dužnika i gospodina G. Penzola kao predstavnika stečajnog vjerovnika, a sve kako se niže opisuje.

Stečajni dužnik obratio se e-mail porukom od 2. travnja 2021. gospodinu G. Penzoli tražeći investicijska sredstva za dokapitalizaciju društva stečajnog dužnika te za kupnju novih software-skih rješenja (vidljivo iz e-mail poruke od 21. travnja 2021.). Predloženo je da gospodin G. Penzolo radi realizacije tih investicijskih sredstava preuzme na svoje ime, a za račun stečajnog vjerovnika poslovne udjele u društvu stečajnog dužnika.

Iz daljnje e-mail korespondencije (u koju je uključen i u kojoj sudjeluje i stečajni vjerovnik) te izvadaka po bankovnom računu stečajnog vjerovnika, razvidno je da je stečajni vjerovnik navedena sredstava uistinu i doznačio na račun stečajnog dužnika, a da zz. stečajnog dužnika nikada nije prenio poslovne udjele koji odgovaraju vrijednosti od 49% temeljenog kapitala društva stečajnog

dužnika na gdina. G. Penzola, niti je navedena sredstva vratio stečajnom vjerovniku, stoga stečajni vjerovnik od stečajnog dužnika potražuje i daljnji iznos od 200.000,00 EUR.

Dokaz:
- uvid u e-mail korespondenciju između stečajnog vjerovnika i stečajnog dužnika
- uvid u bankovne izvatke stečajnog vjerovnika
- uvid u izvadak iz sudskog registra za stečajnog dužnika.

Zagreb, 13. lipnja 2023.

TURTLE LIMITED, po:

Odvjetnik
ANDREJ KUŽELIČKI
Zagreb

Odvjetničko društvo
KUŽELIČKI & MUČNJAK
Nova Ves 3, Zagreb

PUNOMOĆ

Alessandra Polato, direktor trgovačkog društva TURTLE LIMITED, MALTA (dalje u tekstu: „**Opunomoćitelji**"), ovime

ovlašćuje da ju pravno zastupa

Andrej Kuželički, odvjetnik-partner u Odvjetničkom društvu KUŽELIČKI & MUČNJAK, d.o.o., adresa: Nova Ves 3, Zagreb, Hrvatska (dalje u tekstu: „**Opunomoćenik**"),

u stečajnom postupku koji se kod Trgovačkog suda u Zagrebu vodi pod poslovnim brojem **St-3116/22** nad trgovčakim društvom **EWF transporte d.o.o.**

Opunomoćenik se posebice ovlašćuje u ime Opunomoćitelja poduzimati radnje, primati pismena, podnositi prijedloge, tužbe i zahtjeve, ulagati redovite i izvanredne pravne lijekove te od njih odustati, zastupati Opunomoćitelja pred sudovima i sudovima višeg stupnja povodom izjavljenih pravnih lijekova, te poduzimati sve druge radnje potrebne radi zaštite i ostvarenja prava i na zakonu zasnovanih interesa Opunomoćitelja.

Ova se punomoć može opozvati u svako doba.

POWER OF ATTORNEY

Alessandra Polato, managing director of the TURTLE LIMITED, MALTA (hereinafter: "**the Principal**"), hereby

grants the power of attorney to

attorney-at-law Andrej Kuželički, partner at Law Firm KUŽELIČKI & MUČNJAK, LLC, address: Nova Ves 3, Zagreb, Croatia (hereinafter: „**the Proxy**"),

in the bankruptcy proceedings conducted before the Commercial Court in Zagreb under file number **St-3116/22** in regard to **EWF transporte d.o.o.**

In particular, the Proxy is entitled on behalf of the Principal to perform acts, to accept documents, to file proposals, claims, and requests, to lodge appeals and extraordinary appeals and to waive them, to represent the Principal in courts including within appellate and extraordinary appellate proceedings, and to take any other actions as may be deemed necessary in this context.

This power of attorney may be revoked at any time.

Mosta (Malta),
29. svibnja 2023. / 29 May 2023

Polato Alessandra

Alessandra Polato,
Direktor / Managing director

Malta Business Registry

Company Details

Company Registration Number **C 75847 - TURTLE LIMITED**

Company Registration Number	C 75847
Company Name	TURTLE LIMITED
Registration Date	May 30, 2016
Registered Office	Level 5, Carolina Court, Giuseppe Cali Street,
City/Locality	TA' XBIEX XBX 1425
Country	MALTA

Malta Business Registry

Involvements

Company Registration Number C 75847 - TURTLE LIMITED

Directors(1)

Involved Party	Address	Nationality
ESSANDRA POLATO ID Card: 0258946A	OCEAN REEF, MAIS 1 TRIQ L- ETNA MELLIEHA MALTA	ITALIAN

Shareholders(1)

nvolved Party	Address	Nationality
GRAPPA HOLDINGS LIMITED Registration No: C 80894	Level 5, Carolina Court, Giuseppe Cali Street, TA' XBIEX XBX 1425 MALTA	

Shares

Type	Class	Issued Shares	% Paid up	Nominal Value Per Share in EUR
Ordinary		1,200	20.0	1.000000

Legal Representatives(1)

nvolved Party	Address	Nationality
LESSANDRA POLATO D Card: 0258946A	OCEAN REEF, MAIS 1 TRIQ L- ETNA MELLIEHA MALTA	ITALIAN

Judicial Representatives(1)

Involved Party	Address	Nationality
ALESSANDRA POLATO ID Card: 0258946A	OCEAN REEF, MAIS 1 TRIQ L- ETNA MELLIEHA MALTA	ITALIAN

Secretaries(1)

Involved Party	Address	Nationality
XBX GLOBAL LTD Registration No: C 99729	LEVEL 6, CAROLINA COURT, GIUSEPPE CALI STREET, TA' XBIEX XBX 1425 MALTA	

Ovaj prijevod sastoji se od
Stranica 3 / listova 3
Br. OV – 108/2023
Datum: 13.06.2023.

Ovjereni prijevod s engleskog jezika
Izvadak iz Poslovnog registra Malte za: TURTLE LIMITED

SUDSKI TUMAČ ZA ENGLESKI JEZIK
UNIFIED COURT INTERPRETER FOR ENGLISH
SUDNI TOLMAČ ZA SLOVENSKI JEZIK
dipl.iur
ZRINKA GRABAR
ZAGREB
Strojarska

Poslovni Registar Malte

Detalji društva

Matični/registarski broj društva C 75847 - TURTLE LIMITED

Matični /registarski broj društva	C 75847
Tvrtka	TURTLE LIMITED
Datum osnivanja	30. svibanj 2016.
Sjedište/adresa	Level 5, Carolina Court, Giuseppe Cali Street,
Mjesto	TA' XBIEX XBX 1425
Država	MALTA

Poslovni Registar Malte

Uključeni

Matični/registarski broj društva **C 75847 - TURTLE LIMITED**

Direktori (1)

Uključena stranka	Adresa	Državljanstvo
ALESSANDRA POLATO Osobna iskaznica: 0258946A	OCEAN REEF, MAIS 1 TRIQ L- ETNA MELLIEHA MALTA	TALIJANSKO

Članovi društva (1)

Uključena stranka	Adresa	Državljanstvo
GRAPPA HOLDINGS LIMITED Matični/registarski broj: C 80894	Level 5, Carolina Court, Giuseppe Cali Street, TA' XBIEX XBX 1425 MALTA	

Udjeli

Tip	Rod	Broj udjela	% Uplaćeno	Nominalna vrijednost udjela u EUR
Običan		1,200	20.0	1.000000

Zakonski zastupnici (1)

Uključena stranka	Adresa	Državljanstvo
ALESSANDRA POLATO Osobna iskaznica: 0258946A	OCEAN REEF, MAIS 1 TRIQ L- ETNA MELLIEHA MALTA	TALIJANSKO

Sudski zastupnici (1)

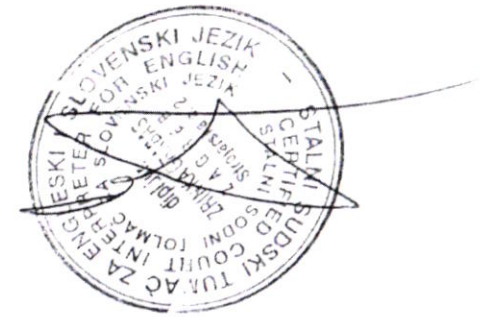
Uključena stranka	Adresa	Državljanstvo
ALESSANDRA POLATO Osobna iskaznica: 0258946A	OCEAN REEF, MAIS 1 TRIQ L- ETNA MELLIEHA MALTA	TALIJANSKO

Tajnici (1)

Uključena stranka	Adresa	Državljanstvo
XBX GLOBAL LTD Matični/registarski broj: C 99729	LEVEL 6, CAROLINA COURT, GIUSEPPE CALI STREET, TA' XBIEX XBX 1425 MALTA	

Zrinka Grabas, stalni sudski tumač za engleski jezik, imenovana rješenjem predsjednika Županijskog suda u Zagrebu broj 4 Su-382/2021 od 03. ožujka 2021.g. potvrđujem da gornji prijevod potpuno odgovara izvorniku sastavljenom na engleskom jeziku.




SLOVENSKI JEZIK - ENGLISH
STALNI SODNI TOLMAČ



Turtle Ltd

Level 5, Carolina Court, Giuseppe Cali Street, Ta' Xbiex, XBX 1425, MALTA
Company Reg. No.: C 75847
VAT Reg No: MT23559030

TERMS OF BUSINESS

31.12.2021

ON THE FIRST PART

Turtle Limited, a company registered under the Laws of Malta, having Company Registration Number C 75847 and its registered office at Level 5, Carolina Court, Giuseppe Cali Street, Ta' Xbiex, XBX 1425, hereon represented by Alessandra Polato, as Director, holder of Passport No. YB6673470 who is duly authorized for this purpose, hereinafter "**Turtle**" or "**Service Provider**".

And

ON THE SECOND PART

EWF Transporte d.o.o., a company registered under the Laws of Croatia, having Company Registration Number 4448766, and its registered office at Ilica 191 c, HR-10000 Zagreb, hereon represented by Mr. Franjo Oreskovic, holder of Croatian ID Card No. 18324377960 born on 7th of March 1977, hereinafter "**EWF Transporte d.o.o.**" or "**Client**",

The above-mentioned persons may also herein collectively be referred to as the 'Parties' and in the singular and interchangeably as the 'Party';

WHEREAS:

1. The Client is a legal entity operative within the business of consultancy and investments services;
2. The Client and the Service Provider agreed to setup a joint venture operation on the basis that the UBO of Turtle Ltd is also shareholder of EWF Transporte d.o.o. and wants to cooperate for the development of land requalification with support of European and governmental funding;
3. The Cleient consequently requires to engage the Service Provider to support the cost to purchase a plot of land with size 10.001 m^2 from the Municipality of Novska with registration number 4147 Oranica Insdustrial Zone of Novska at Općinski sud Kutina, Stalna služba u Novskoj, Croatia, to realize with the sustain of public incentives from the Municipality of Novska works to convert the plot of land into building plot, works for connection to the electricity, water and sewage networks. (hereinafter the 'Services');
4. The Parties are desirous to regulate their relationship subject to the terms and conditions as set forth herein in this Terms of Business.

NOW THEREFORE, the Parties hereby agree as follows:

1. The Services

1.1 The Service Provider shall support the costs for the acquisition of the above mentioned plot of land and related works for an amount of € 250.000,00 (two hundred and fifty thousand euros), plus other invoices,



that can be issued by the Client, if additional funds are needed to complete the works. In this case the additional funds will be subject to a separate addendum to this agreement. This activity will be organized with the below procedure:

1.1.1. The Service Provider will pay the invoice issued to the Client for the acquisition of the plot of land and related works above mentioned.

1.1.2. The Client will receive the refund from the Municipality of Novska at 98% of the total amount paid from 90 to 180 days to the complete acquisition.

1.1.2. When the Client receives the refund, it will return the total amount spent to realize the acquisition and the related works, plus an interest of 3% on yearly basis to the Service Provider, within 220 days from issuance.

1.1.3. The Service Provider can devolve the refund received from the Client for the capitalization of three newco that will be object of a separate agreement.

1.2 The Service Provider shall generally maintain communication with the Client and diligently respond to communication received therefrom in relation to the Services;

1.3 The Services shall be provided as per regular industry standards and shall be carried out in a professional manner at all times.

2. Obligations of the Service Provider

2.1 The Service Provider shall at all times act diligently and professionally in carrying out the Services and as regards his/her general attitude, conduct and appearance;

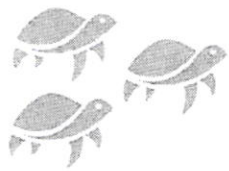
2.2 The Service Provider shall maintain its legal entity status and shall at all times act according to any legislation applicable to such legal entity status. The Service Provider hereby acknowledges that such is currently the case and will remain so for the entire duration of this engagement. Therefore, the Service Provider will indemnify and hold the Client harmless for any claims of any nature whatsoever that may be brought against the Client as regards the Service Provider's employment status as well as regarding any tax liability that may be due on the Service Provider's part as regards the engagement as hereby contracted. The Service Provider hereby declares to the Client that no illegality and/or irregularity whatsoever exists as regards The Service Provider's entity status and/or tax situation;

2.3 The Service Provider hereby assumes full responsibility towards the Client for the carrying out of the Services and will reimburse the Client in full for any losses, damages or otherwise caused by the Service Provider whilst providing the Services and/or that may be caused at the Premises by the Service Provider.

3. The Consideration

3.1 The Client shall pay to the Service Provider as per **Annex I**.

3.2 Other fees may be agreed from time to time.



4. Term and Termination

4.1 This Agreement shall be valid for a period of 12 (twelve) months.

4.2 This Agreement may be unilaterally terminated in a written manner by the Client without the need to give reason or notice prior to the elapsing of three (3) months from the date hereof (the 'Initial Period');

4.3 Following the Initial Period, this Agreement may be terminated by either party (ie; by the terminating party) tendering three (3) months' written notice to the non-terminating party, to be sent by registered mail to the non-terminating party's address as indicated on the first page of this Agreement;

4.4 This Agreement shall be terminated, saving any rights as accrued hereunder should any party be in material breach of its obligations for a period exceeding one (1) week following written notification of such breach by the non-breaching party to be tendered by registered mail to the breaching party's address as indicated on the first page of this Agreement;

4.5 The Client reserves the right to terminate this Agreement by tendering one working week's written notice to be sent by registered mail to the Service Provider's registered address as indicated on the first page of this Agreement should it be unsatisfied with the Services as provided by the Service Provider. In such a scenario, the Service Provider shall be compensated on a pro-rata basis for the Services as provided up until the date of such termination.

4.6 In case of default from **EWF Transporte d.o.o.**, Turtle Ltd will be receiving pledge on the land purchase and this will be transferred by Mr. Penzolo, as UBO for the Company and as Shareholder for the Client.

5. General Clauses

5.1 The Parties hereby acknowledge that they are independent contractors for all intents and purposes of this Agreement and at law. Therefore, no relationship of employment, partnership, agency, mandate or otherwise is hereby created. This contract shall be considered to be a contract for the supply and carrying out of services for all intents and purposes at law.

Either party shall be solely responsible for any respective tax liability that may arise due to the nature and existence of this Agreement and the engagement as carried out hereunder. This shall include but not be limited to any respective liability for income tax and national insurance.

The Service Provider hereby acknowledges that it is a Company and only the Consideration shall be due in full and final settlement for the services as supplied and carried out hereunder. The Service Provider therefore waives any right for compensation from the Client as regards any national insurance contribution, income tax retention and/or payment and any other form of compensation whatsoever besides the Consideration, saving where such compensation is declared due by way of damages/restitution or otherwise as regards a contractual default on the part of the Client, by the competent court;

5.2 This Agreement shall be governed and construed in all respects with regards to the Laws of the Republic of Malta. Any dispute as arising hereunder, including a dispute regarding the existence and/or validity hereof shall be subject to Arbitration in Malta, under the relevant sections concerning Domestic Arbitration contained in the Arbitration Act (Chapter 387 of the Laws of Malta). One arbitrator shall be appointed by the

Turtle Ltd
Level 5, Carolina Court, Giuseppe Cali Street, Ta' Xbiex, XBX 1425, MALTA
Company Reg. No.: C 75847
VAT Reg No: MT23559030

Malta Arbitration Centre. The language of proceedings shall be English. Malta shall be the sole seat of arbitration and Malta shall be the exclusive venue of such arbitration;

5.3 No waiver by either party to this Agreement (the Non-Defaulting party) of any provision hereof shall be deemed to constitute a waiver of any other provision hereof or of any subsequent breach by the other party (the Defaulting party) of the same or any other provision. The Non-Defaulting Party's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of the Non-Defaulting party's consent to or approval of any subsequent act by the Defaulting Party in writing;

5.4 The nullity, illegality and/or unenforceability of any clause found herein or of any part of any clause found herein, shall not render this Agreement null or unenforceable in its totality. Such null, illegal or unenforceable clause shall be severed here from and this Agreement shall continue to be operative and binding between the parties. Each and every clause of this Agreement shall remain applicable to the extent permitted by law;

IN WITNESS WHEREOF, the Parties have hereby executed this Agreement on the date set forth hereunder:

EWF Transporte d.o.o.
Zagreb

The Client – EWF Transporte d.o.o.

The Service Provider – Turtle

Date **31.12.2021**

Turtle Ltd

Level 5, Carolina Court, Giuseppe Cali Street, Ta' Xbiex, XBX 1425, MALTA
Company Reg. No.: C 75847
VAT Reg No: MT23559030

Annex I – Fee terms and conditions

- Turtle Ltd is entitled to receive the reimbursement in full of the amounts paid to EWF Transport d.o.o. in relation to the acquisition of the plot of land and related works;
- Turtle Ltd is furthermore entitled to receive the reimbursement of the total amount spent plus 3% of interest;

The payments between the Parts will be divided in several tranches during the period of terms of this agreement.

EWF Transporte d.o.o.
Zagreb

The Client – EWF Transporte d.o.o.

The Service Provider – Turtle

Date 31.12.2021

UniCredit

CONTABILE_WBEU_20220117_1223_00225_44152_00035_395_SEPABCK

MILANO PORTA VITTORIA 00225 17/01/2022

ID. BONIFICO N. 1101220170290418

COME DA VOSTRE ISTRUZIONI, ABBIAMO DISPOSTO L'ESECUZIONE DEL
B O N I F I C O DI EUR 250.000,00
DATA RICEZIONE ORDINE: 17/01/22 ORA RICEZIONE ORDINE: 12:19
L'OPERAZIONE SARA' REGOLATA SUL RAPPORTO 225/ 101990096 CON VALUTA 17/01/2022

ORDINANTE: ISTITUTO FIDUCIARIO AMBROSIANOS.R.L

ORDINANTE EFFETTIVO:

IBAN BENEFICIARIO: HR0424020061100769342
BENEFICIARIO: EWF TRASPORTE D.O.O.

BENEFICIARIO EFFETTIVO:

PRESSO: BIC ESBCHR22XXX ERSTE AND STEIERMAERKISCHE BANK D.D

MOTIVAZ.:SD FT 31-12-21 PER ORD E CONTO TURTLE LTD

IMPORTI:	TOTALE	EUR	250.020,89	
	COMMISSIONI	EUR	20,89	
	SPESE	EUR	0,00	CONTABILE
	COMM. SERVIZIO	EUR	0,00	PROVVISORIA

NESLUŽBENA KOPIJA

REPUBLIKA HRVATSKA

Općinski sud u Kutini
ZEMLJIŠNOKNJIŽNI ODJEL NOVSKA
Stanje na dan: 13.06.2023. 17:11

Katastarska općina: 338478, NOVSKA **Broj ZK uloška: 5405**

Broj zadnjeg dnevnika/Upravnog rješenja: Z-2256/2022
Aktivne plombe:

Izvadak iz BZP-a
POVIJESNI PRIKAZ

A
Posjedovnica

PRVI ODJELJAK

Rbr.	Broj katastarske čestice	Broj D.L.	Adresa katastarske čestice/Način uporabe katastarske čestice/Način uporabe zgrade, naziv zgrade, kućni broj zgrade	Površina/ m2	PPR	Temelj promjene
1.	4147	53	**PODUZETNIČKA ZONA NOVSKA**	**10001**		**Z-2256/2022**
			ORANICA	10001		
		UKUPNO:		**10001**		

DRUGI ODJELJAK

Rbr.	Predmet ispisa	Sadržaj upisa	Primjedba
1.1		Zaprimljeno 15.04.2022.g. pod brojem Z-2256/2022 UPIS k.č. 4147 iz zk.ul 5364 k.o NOVSKA, UGOVOR O KUPOPRODAJI KLASA: 404-02/21-01/4 URBROJ: 2176/04-03-21-7 POTVRĐEN POD BROJEM: OV-3996/2021 21.09.2021, TABULARNA IZJAVA KLASA: 404-02/21-01/4 URBROJ: 2176/04-03-21-8 POTVRĐENA 01.10.2021. POD BROJEM: OV-4152/2021 27.09.2021, sa imena i vlasništva Grad Novska.	

B
Vlastovnica

Rbr.	Predmet ispisa	Sadržaj upisa	Primjedba
1. Vlasnički dio: 1/1			
1.1		Zaprimljeno 15.04.2022.g. pod brojem Z-2256/2022 UKNJIŽBA, PRAVO VLASNIŠTVA, UGOVOR O KUPOPRODAJI KLASA: 404-02/21-01/4 URBROJ: 2176/04-03-21-7 POTVRĐEN POD BROJEM: OV-3996/2021 21.09.2021, TABULARNA IZJAVA KLASA: 404-02/21-01/4 URBROJ: 2176/04-03-21-8 POTVRĐENA 01.10.2021. POD BROJEM: OV-4152/2021 27.09.2021 *EWF TRANSPORTE D.O.O., OIB: 40539989052, ILICA 191C, 10000 ZAGREB *EWF TRANSPORTE D.O.O., OIB: 40539989052, STROJARSKA CESTA 2, 10000 ZAGREB **EWF TRANSPORTE D.O.O. U STEČAJU, OIB: 40539989052, STROJARSKA CESTA 2, 10000 ZAGREB**	Ispisano dana 27.09.2022 Ispisano dana 18.04.2023
1.2		Promjena provedena elektroničkim putem 27.09.2022 temeljem čl. 127. st. 3. Zakona o zemljišnim knjigama ("Narodne novine" 63/2019).	na 1 (1.1)
1.3		Promjena provedena elektroničkim putem 18.04.2023 temeljem čl. 127. st. 3. Zakona o zemljišnim knjigama ("Narodne novine" 63/2019 i 128/2022).	na 1 (1.1)

C
Teretovnica

Rbr.	Predmet ispisa	Sadržaj upisa	Iznos	Primjedba
1.				
1.1		Zaprimljeno 15.04.2022.g. pod brojem Z-2256/2022 UKNJIŽBA, PRAVO NAZADKUPA, UGOVOR O KUPOPRODAJI KLASA: 404-02/21-01/4 URBROJ: 2176/04-03-21-7 POTVRĐEN POD BROJEM: OV-3996/2021 21.09.2021, TABULARNA IZJAVA KLASA: 404-02/21-01/4 URBROJ: 2176/04-03-21-8 POTVRĐENA 01.10.2021. POD BROJEM: OV-4152/2021 27.09.2021, kč. br.4147 k.o. Novska po istoj cijeni po kojoj je kupac kupio nekretninu, a u skladu s uvjetima opisanim u čl. 5. st.3 i čl.6. st.3. Ugovora o kupoprodaji, za korist: **GRAD NOVSKA, OIB: 09112913581, TRG DR. FRANJE TUĐMANA 2, 44330 NOVSKA**		PRAVO NAZADKUPA

Potvrđuje se da ovaj izvadak odgovara stanju baze zemljišnih podataka na datum 13.06.2023.

REPUBLIKA HRVATSKA
SISAČKO - MOSLAVAČKA ŽUPANIJA
GRAD NOVSKA
GRADONAČELNIK

KLASA: 404-02/21-01/4
URBROJ: 2176/04-03-21-6
Novska, 18. kolovoza 2021.

Na temelju članka 48. stavak 1. i 2. Zakona o lokalnoj i područnoj (regionalnoj) samoupravi ("Narodne novine" broj 33/01, 60/01, 129/05, 109/07, 125/08, 36/09, 150/11, 144/12, 19/13, 137/15, 123/17, 98/19 i 144/20), članka 3. Odluke o upravljanju nekretninama u vlasništvu Grada Novska (Službeni vjesnik broj 19/13 i 45/17) i članka 47. Statuta Grada Novske (Službeni vjesnik broj 8/21), Gradonačelnik Grada Novska u postupku javnog natječaja za prodaju neizgrađenog građevinskog zemljišta u Poduzetničkoj zoni Novska na prijedlog Povjerenstva za raspolaganje nekretninama u vlasništvu Grada Novska donosi

O D L U K A

1. Prihvaća se Izvješće Povjerenstva za raspolaganje nekretninama u vlasništvu Grada Novske o provedenom javnom natječaju za prodaju neizgrađenog građevinskog zemljišta u Poduzetničkoj zoni Novska u vlasništvu Grada Novske: **zkč.br. 4147 ORANICA PODUZETNIČKA ZONA NOVSKA pov. 10.001 m²**, upisano u zemljišnoj knjizi Općinskog suda u Kutini, Zemljišnoknjižni odjel Novska u zk.ul. 5364 k.o. Novska.

2. Najpovoljnijim ponuditeljem za sklapanje ugovora o kupoprodaji nekretnine iz točke 1. ove Odluke isključivo u svrhu izgradnje objekta za gospodarsko-proizvodnu namjenu (tri proizvodne hale za proizvodnju protupožarnih sprinkler sustava, upravna zgrada i skladište) utvrđuje se: EWF Transporte d.o.o., Ilica 191 c, Zagreb, OIB: 40539989052, kojeg zastupa direktor Franjo Orešković, OIB: 18324377960, Vantačići, Žubra 44. Djelatnost u izgrađenim objektima za gospodarsko – proizvodnu namjenu obavljat će trgovačko društvo D10 Technologies d.o.o., OIB: 47529213930, Novska, Trg Luke Ilića Oriovčanina 8, čiji je osnivač i 100% vlasnik ponuditelj.

3. Ponuditelj iz točke 2. ove Odluke ponudio je kupoprodajnu cijenu od 29,73 kn/m², ukupno 297.329,73 kuna.

Ponuditelju se odobrava se poticaj na ponuđenu kupoprodajnu cijenu zemljišta u iznosu od 29 kn/m² zemljišta, ukupno 290.029,00 kn, sukladno natječajnim uvjetima i izjavi o broju osoba koje će zaposliti.

Ponuditelj je dužan prodavatelju isplatiti **poticajnu kupoprodajnu cijenu** (ponuđena kupoprodajna cijena umanjena za iznos poticaja u kn/m²) u iznosu od **7300,73 kn** u roku od 15 dana od sklapanja ugovora o kupoprodaji.

4. U skladu s točkom 8. javnog natječaja ponuditelj je ostvario 32,33 bodova na ime visine ulaganja i broja novozaposlenih osoba.

5. S ponuditeljem se sklapa Ugovor o kupoprodaji nekretnine.

6. Trošak sklapanja ugovora i provedbe u zemljišnoj knjizi snosi ponuditelj.

GRADONAČELNIK

Marin Piletić, prof.

Dostaviti:
1. EWF Transporte d.o.o., Ilica 191 c, 10000 Zagreb
2. Upravni odjel za proračun i financije, ovdje
3. Pismohrana, ovdje

OBRAZLOŽENJE

Na temelju Odluke Gradonačelnika Grada Novske (KLASA: 404-02/21-01/4, URBROJ: 2176/04-03-21-1 od 29. srpnja 2021. objavljena je obavijest o raspisanom javnom natječaju u Narodnim novinama broj 86/2021 od 30. srpnja 2021. godine.
Predmet prodaje je neizgrađeno građevinsko zemljište u Poduzetničkoj zoni Novska koje se nalazi u knjižnom vlasništvu Grada Novske (prodavatelja) oznake zkč.br. 4147 ORANICA PODUZETNIČKA ZONA NOVSKA pov. 10.001 m^2, upisano u zemljišnoj knjizi Općinskog suda u Kutini, Zemljišnoknjižni odjel-Novska u zk.ul. 5364 k.o. Novska.

Cjeloviti tekst javnog natječaja objavljen je na internet stranici: novska.hr i na oglasnoj ploči Grada Novske.
Povjerenstvo je javno otvorilo ponude i utvrdilo da je podnesena jedna pravodobna ponuda. Ponuda je pravovaljana i sadrži svu potrebnu dokumentaciju. Ponudu je podnio EWF Transporte d.o.o., Ilica 191 c, Zagreb, OIB: 40539989052, kojeg zastupa direktor Franjo Orešković, OIB: 18324377960, Vantačići, Žubra 44 s ponuđenom kupoprodajnom cijenom od 29,73 kn/m^2, ukupno 297.329,73 kn. Iz poslovnog plana ponuditelja vidljivo je kako ponuditelj na nekretnini za koju je iskazao ponudu planira izgraditi tri proizvodne hale za proizvodnju protupožarnih sprinkler sustava, upravnu zgradu i skladište ukupne vrijednosti investicije cca 10.000.000,00 kn. Proizvodnju protupožarnih sprinkler sustava u PZ Novska obavljat će D 10 Technologies d.o.o. trgovačko društvo koje je u 100% vlasništvu EFW Transporte d.o.o.
Kriterij za izbor najpovoljnije ponude je najviši zbroj ostvarenih bodova s osnova visine ulaganja/vrijednosti poslovne investicije izražene u valuti EUR-a i s osnova broja radnika koje će investitor zaposliti na neodređeno vrijeme.
Visina ulaganja investicije je 10.000.000,00 kn (1.335.256,69 EUR), a ponuditelj je izjavio da će na neodređeno vrijeme zaposliti 31 radnika. Ponuditelj je sukladno prethodno navedenom na javnom natječaju ostvario ukupno 32,33 boda

Obzirom na izloženo odlučeno je kao u izreci ove Odluke.

PROČELNIK

Ivo Tušek, dipl. ing. geod.

Trg dr. [illegible], 44330 Novska, Republika Hrvatska
T +385 44 691 500 / F +385 44 [illegible] / grad@novska.hr / www.novska.hr

Gmail **Giuseppe Penzolo <taketrend@gmail.com>**

Loan

fo@ewf-transporte.hr <fo@ewf-transporte.hr> 2 aprile 2021 alle ore 17:23
A: TURTLE LIMITED <tlimitedc75847@gmail.com>, Giuseppe Penzolo <Taketrend@gmail.com>

Dear Sirs,

attached you find

- the fresh extract of the company and article of association (PDF named Fresh extract EWF.pdf)
- KYC of the only director and 100 % owner Franjo Oreskovic (its only me)!
- Bank Statement from me (Franjo Oreskovic)

We need the financing for a new property with ca 15000 m2 and to Build a Gas Station , Truck repair, Vulkaniseur, Shop, WC and Sanitary, Parking Slot for 100 Trucks, Duty free Warehouse, EU palets production, pelet production etc etc.

We have to fill in the contract the bank details of EWF Transporte d.o.o. and the interest rate and the duration!

If you need something don't hesitate to ask me!

Thank you and a happy easter!

Franjo Orešković

EWF Transporte d.o.o.
Ilica 191 c
HR-10000 Zagreb

3 allegati

KYC FO.pdf
710K

Fresh extract EWF.pdf
5167K

Konto geschwärzt.pdf
290K

Gmail

Giuseppe Penzolo <taketrend@gmail.com>

Project Novska

fo@ewf-transporte.hr <fo@ewf-transporte.hr> 7 aprile 2021 alle ore 12:04
A: tlimitedc75847@gmail.com, Giuseppe Penzolo <Taketrend@gmail.com>

Dear Sirs,

for our project Novska, we need a fast loan bridge for buying a property in Novska Croatia. We will realize the buying and financing of the project with EU funds with our 6 Years old COMPANY EWF Transporte d.o.o. . We will build a parking slot for trucks, a gas station, truck wash, repair and vulkaniseur in phase 1 and with phase 2 we will do an EU palet production and pelets also an own duty free warehouse! The hole project is worth more than 5 million Euro. For the project we will start a new profit company where I would offer you 10% shares of this company for 200.000 €. The loan contract should be about 9 months to 12 months duration , you should do an interest rate with 3 % p.a. (Proforma) . After buying and paying the property i would give you a Full Hypothek for 200.000€ on the property. And if you take the 10% shares of the new profit company you return the hypothek back!
If you don't take the shares you will get paid back the loan plus interest!
If you have any questions don't hesitate to ask me!

Thank you and best regards

Franjo

gp@taketrend.ch

Da: Franjo Oreskovic <fo@ewf-transporte.hr>
Inviato: lunedì, 10 gennaio 2022 12:52
A: TURTLE LIMITED
Cc: gp; Martina Orešković
Oggetto: Novska

Dear Turtle Ltd,

In according with Giuseppe Penzolo, we request to build the next step for respect the agreement between Novska and EFW for 10.000 SQM for the new.co realized in 2021

The necessary is EUR 250.000 and can be refund from Novska communal at 98% Normally after 90 to 180 days to the complete acquisition

EFW can make also an invoice with the necessary description over the agreement

EFW when obtain the refund from Novska can return the money to Turtle Ltd with an interest of 3% yearly or Turtle can decide to devolve the refund for capitalization for the three companies with a separate agreement.

Mit freundlichen Grüßen / Lijep pozdrav / best regards

Franjo Orešković

EWF Transporte d.o.o.
Ilica 191c
HR-10000 Zagreb

OIB: 40539989052

Mobil: +49 172 8585 112
Tel.: +385 51 211 198
Fax: +385 75 802 479
E-mail: fo@ewf-transporte.hr

Gmail **Giuseppe Penzolo <taketrend@gmail.com>**

Loan agreement

Martina Oreskovic <mo@ewf-transporte.hr> 16 giugno 2021 alle ore 14:45
A: Giuseppe Penzolo <Taketrend@gmail.com>
Cc: Franjo Oreskovic <fo@ewf-transporte.hr>

Dear Giuseppe,

now the bank is willing to issue the needed document, but I need from Turtle Ltd. a loan agreement where the

borrower: Franjo Oreskovic and the
lender: Turtle Ltd.
amount: 200.000,00 €
account for transaction: EWF Transporte d.o.o. at Erste & Steiermärkische Bank d.d.

Can I get this today?

Thank you in front and kind regards

Mit freundlichen Grüßen / Lijep pozdrav / best regards

Martina Orešković

EWF Transporte d.o.o.
Ilica 191c
HR-10000 Zagreb

OIB: 40539989052

Mobil: +385 99 424 9331
Tel.: +385 51 211 198
Fax: +385 75 802 479
E-mail: mo@ewf-transporte.hr

Gmail **Giuseppe Penzolo <taketrend@gmail.com>**

Payment details

Martina Oreskovic <mo@ewf-transporte.hr> 17 novembre 2021 alle ore 12:04
A: Giuseppe Penzolo <Taketrend@gmail.com>
Cc: Franjo Oreskovic <fo@ewf-transporte.hr>

Dear Guiseppe,

as I talked with Franjo, he told me to get with you into contact about the payment details.

Here are the bank account details:

EWF Transporte d.o.o.
Ilica 191c
HR-10000 Zagreb

IBAN: HR 0424020061100769342
SWIFT/BIC: ESBCHR22

BANK: Erste & Steiermärkische Bank d.d.
Jadranski trg 3a
HR-51000 Rijeka

Please send me the transaction confirmation from your bank, so that I can check with our bank.

Mit freundlichen Grüßen / Lijep pozdrav / best regards

Martina Orešković

EWF Transporte d.o.o.
Ilica 191c
HR-10000 Zagreb

OIB: 40539989052

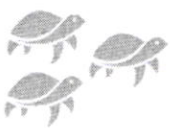
Mobil: +385 99 424 9331
Tel.: +385 51 211 198
Fax: +385 75 802 479
E-mail: mo@ewf-transporte.hr

Am 22.04.2021 um 10:23 schrieb TURTLE LIMITED <tlimitedc75847@gmail.com>:

<2021.04.21 Share Transfer Agreement Franjo Oreskovic - Penzolo Giuseppe.pdf>

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Turtle Ltd
230, Second Floor, Eucharistic Congress Road,
Mosta MST 9039 Malta
Malta Company Reg. No.: C 75847
VAT Reg No: MT23559030



--

Turtle Ltd
230, Second Floor, Eucharistic Congress Road,
Mosta MST 9039 Malta
Malta Company Reg. No.: C 75847
VAT Reg No: MT23559030



<2021.04.22 Proof of payment Share Transfer.pdf>

Share Transfer Agreement

AN AGREEMENT MADE THIS 21st April 2021

BETWEEN

Franjo Oreskovic holder of Croatian ID Card No. 114081192 born on 7th March 1977 residing at Vantacici, Zubra 44, 51511 Malinska as shareholder of EWF Transporte d.o.o.a company registered under the Laws of Croatia, having company registration number 4448766 and its registered office at Ilicia 191c, HR-10000 Zagreb

(hereinafter referred to as the "Transferor"), of the first part,

AND

Giuseppe Penzolo holder of Italian ID Card No. AT 6998747 born on 6th October 1968 residing at Via Pessinal 1, Ligornetto (CH) 6853, Switzerland,

(hereinafter referred to as the "Transferee"), of the second part,

WHEREAS:

A. The Transferor is the registered shareholder and director of the company EWF Transporte d.o.o., a company registered under the Laws of Croatia, having company registration number 4448766 and its registered office at Ilicia 191c, HR-10000 Zagreb (hereinafter referred to as the "Company").
B. The Transferor desires to transfer and assign the 49% of the Shares to the Transferee who desires to acquire and receive the Shares, upon payment of the sum of € 200.000
C. If the Transferor does not sell the shares by 30/09/2021, he will have to pay the Transferee a sum equal to € 200.000 plus 3% of interest.
D. The parties hereto desire to regulate the transfer and assignment of the Shares by the Transferor to the Transferee as aforesaid under the express terms and conditions set out hereunder.

NOW THEREFORE THE PARTIES HERETO AGREE BY AND BETWEEN THEMSELVES AS FOLLOWS:

1. **Interpretation**

A. The following terms shall have the meanings assigned to them hereunder:

1.1. "Confidential Information' shall mean any information in any form whatsoever relating to the parties hereto, the Shares or the Company or to the Company's business or affairs or operations.

1.2. "Consideration" shall mean the amount in euro as agreed by both Parties being the nominal value of the Shares paid, if necessary, by the Transferee to the Transferor in exchange for the sale, transfer and assignment of the Shares.

1.3. "Effective Date" shall mean the date hereof.

B. In this Agreement, unless the contrary intention appears:

i. words denoting the singular include the plural and vice versa;
ii. words denoting the masculine gender include the female and the neutral genders and the neutral gender shall include the masculine and female genders;
iii. words denoting persons include corporations, partnerships, associations of persons (whether incorporated or not) or governmental or quasi-governmental bodies or authorities;
iv. references to clauses and sub-clauses are references to clauses and sub-clauses of this Agreement;

v. references to any document (including, without limitation, to this Agreement and to any of the Appendices to this Agreement) are references to that document as amended, supplemented, novated or replaced from time to time;

vi. references to "law" include any instrument having the force of law and any unwritten rule of law, and the expressions "lawful" and "lawfully" shall be construed accordingly;

vii. references to statutes or provisions of statutes are references to those statutes or to those provisions as from time to time amended, replaced or re-enacted; and

viii. references to the parties include their respective successors (particular or universal) in title, transferees and assignees, where applicable.

2. Sale, transfer and assignment

The Transferor hereby transfers and assigns the Shares to the Transferee that hereby accepts and acquires the same in return for the Consideration.

3. Dividends, voting and other rights

As from the Effective Date all rights in or otherwise pertaining or relating to the Shares, including without prejudice to the generality of the foregoing rights to dividends and voting rights and the right to attend meetings and receive notices thereof, shall be vested in the Transferee.

4. Payment

The parties declare that the Transferee shall pay, if necessary, the Consideration to the Transferor as agreed to by both Parties.

5. Share certificates

The Transferor or the company secretary of the Company binds itself and undertakes to deliver to the Transferee by not later than seven (7) days from the Effective Date the share certificates (if any) relating to the Shares.

6. Share transfer forms

The Transferee irrevocably and unconditionally authorizes the Transferor or the Company to complete and file with the Registrar of Companies in Malta the share transfer form applicable for the sale, transfer and assignment of the Shares made pursuant to this Agreement.

7. Registration

The Transferee binds itself and undertakes to have the sale, transfer and assignment of the Shares made pursuant to this Agreement entered into and recorded in the Company's Register of Members.

8. Confidentiality

The parties mutually undertake and bind themselves not at any time to divulge, or allow to be divulged, to any person any Confidential Information.

9. Taxes

I. All sums payable under this Agreement unless otherwise stated are exclusive of any duties or taxes, if applicable.

II. Any duty or tax (including any income tax or capital gains tax or similar tax, if any, payable by the Transferor in respect of its earnings, gains, income, profit or revenue) that may be payable in respect of sums payable under this Agreement shall be paid by the Transferee in addition to such sums.

III. The Transferee shall indemnify and save harmless the Transferor against and from claims, actions or proceedings arising from the holding of the Shares (including any liability in respect of taxes), and against and from the costs, liabilities and expenses incurred in respect of any such claim, action or proceedings.

IV. This provision shall survive the expiration of this Agreement.

10. Severance

If any provision of this Agreement is declared by any judicial or other competent adjudicatory authority to be void, voidable, illegal or otherwise unenforceable it may be severed from this Agreement that shall otherwise remain in full force and effect and binding on either party hereto.

11. Whole agreement

Each party hereto acknowledges that this Agreement contains the whole agreement between the parties and that it has not relied upon any oral or written representation made to it by the other or by the other's officers or employees or agents and has made its own independent investigations into all matters relevant to it.

12. Supersedes prior agreements

This Agreement supersedes any prior agreement between the parties hereto whether written or oral and any such prior agreements are cancelled as at the date hereof.

13. Notices

Any notice, if necessary, to be served by any party hereto on any other party shall be sent by mail or by email transmission as follows:

(a) to the Transferor: Franjo Oreskovic Vantacici, Zubra 44, 51511 Malinska.

(b) to the Transferee: Giuseppe Penzolo Via Pessina 11, Ligornetto (CH), Switzerland.

and any such notice shall be deemed to be received instantly upon being sent by email transmission provided this is confirmed by correct answer-back, if any.

14. Rights cumulative

All rights granted to any of the parties hereto shall be cumulative and no exercise by either party of any right under this Agreement shall restrict or prejudice the exercise of any other right granted by this Agreement or otherwise available to it.

15. Waiver

The failure by any party hereto to enforce at any time or for any period any one (1) or more of the terms or conditions of this Agreement shall not be a waiver of them, or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

16. Headings

Headings contained in this Agreement are for reference purposes only and should not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate.

17. Survival of terms

No term shall survive the expiry or termination of this Agreement unless expressly provided herein.

18. Fees and expenses

All fees and expenses of this Agreement shall be borne by the Transferee.

19. Governing law and dispute settlement

I. This Agreement (including all matters relating to the formalities, construction, application and enforcement) is governed by Maltese law.

II. Any dispute arising between the parties in relation to this Agreement may be referred by a party to arbitration in accordance with the provisions of the Arbitration Act [Chapter 387 of the Laws of Malta] or of any other statutory enactment that may from time to time substitute, replace, amend or otherwise modify it.

III. Arbitration shall be conducted by a single arbitrator appointed by the parties and, in the absence of agreement between the parties to the dispute within a period of thirty (30) days from the reference to arbitration made by a party in accordance with sub-clause 19.1, such arbitrator may be appointed by the Chairman of the Board of Governors of the Malta Arbitration Centre upon an application to such effect by any party.

IV. The language of arbitration shall be the English language.

V. This provision shall survive the expiration of this Agreement.

20. Execution and counterparts

This Agreement shall be executed as a single original instrument (including the annexes, if any, referred to herein); provided that the parties hereto may each receive one (1) duly authenticated copy of the Agreement (including the annexes, if any, referred to herein).

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the date here above stated

SIGNED BY:

Franjo Oreskovic
o.b.o. EWF Transporte d.o.o.

Giuseppe Penzolo

Gmail **Giuseppe Penzolo <taketrend@gmail.com>**

Re: Agreement

Franjo Oreskovic <fo@ewf-transporte.hr> 23 aprile 2021 alle ore 13:07
A: TURTLE LIMITED <tlimitedc75847@gmail.com>
Cc: Giuseppe Penzolo <Taketrend@gmail.com>

Good day,

can you please send the confirmation of transfer from your bank from today?

Thank you in advance

Mit freundlichen Grüßen / Lijep pozdrav / best regards

Franjo Orešković

EWF Transporte d.o.o.
Ilica 191c
HR-10000 Zagreb

OIB: 40539989052

Mobil: +49 172 8585 112
Tel.: +385 51 211 198
Fax: +385 75 802 479
E-mail: fo@ewf-transporte.hr

Am 22.04.2021 um 16:58 schrieb TURTLE LIMITED <tlimitedc75847@gmail.com>:

Good Evening Franjo,

Here in the attached you can kindly find the proof of payment

Tomorrow I proceed with the second payment of € 100,000

Thanks and kind regards

Il giorno gio 22 apr 2021 alle ore 12:43 Franjo Oreskovic <fo@ewf-transporte.hr> ha scritto:

> Good morning,
>
> transfer details:
>
> recipient:
> EWF Transporte d.o.o.
> Ilica 191c
> HR-10000 Zagreb

Bank details:

Erste & Steiermärkische Bank d.d.
Jadranski trg 3a
HR-51000 Rijeka
IBAN: HR0424020061100769342
SWIFT / BIC: ESBCHR22

Reason of transfer: DOKAPITALIZACIJA

Please use this term for the part where to describe the reason of transfer.

Thank you in advance

Mit freundlichen Grüßen / Lijep pozdrav / best regards

Franjo Orešković

EWF Transporte d.o.o.
Ilica 191c
HR-10000 Zagreb

OIB: 40539989052

Mobil: +49 172 8585 112
Tel.: +385 51 211 198
Fax: +385 75 802 479
E-mail: fo@ewf-transporte.hr

<EWF - Sonne OH-klein.jpg>

> Am 22.04.2021 um 11:30 schrieb TURTLE LIMITED <tlimitedc75847@gmail.com>:
>
> Good Morning,
>
> Thanks for your response
>
> Can you please indicate the bank reference coordinates to do the payment of the amount?
>
> Thanks and best regards
>
> Il giorno gio 22 apr 2021 alle ore 11:05 Franjo Oreskovic <fo@ewf-transporte.hr> ha scritto:
>> Good morning,
>>
>> please find attached the signed agreement.
>>
>> Could you please send me the bank transfer confirmation?
>>
>> Mit freundlichen Grüßen / Lijep pozdrav / best regards
>>
>> Franjo Orešković
>>
>> EWF Transporte d.o.o.
>> Ilica 191c
>> HR-10000 Zagreb
>>
>> OIB: 40539989052
>>
>> Mobil: +49 172 8585 112
>> Tel.: +385 51 211 198
>> Fax: +385 75 802 479
>> E-mail: fo@ewf-transporte.hr

Gmail **Giuseppe Penzolo <taketrend@gmail.com>**

Contract EWF Transporte d.o.o.

Franjo Oreskovic <fo@ewf-transporte.hr> 21 aprile 2021 alle ore 16:40
A: Marzia Biasibetti <marzia.biasibetti@framontmanagement.com>
Cc: Giuseppe Penzolo <Taketrend@gmail.com>

Dear Marzia,
dear Guiseppe,

Please find the details about the company EWF Transporte d.o.o. as requested:

EWF Transporte d.o.o.
Ilica 191c
HR-10000 Zagreb
Established: 2015

EU Tax Id.Nr.: HR40539989052
Company register Zagreb: 4448766

Bank details:

Erste & Steiermärkische Bank d.d.
Jadranski trg 3a
HR-51000 Rijeka
IBAN: HR0424020061100769342
SWIFT / BIC: ESBCHR22

Duration of the loan: 30.09.2021
Interest: 3% per anno

Mr. Guiseppe Penzolo will get 49% of the shares from the company EWF Transporte d.o.o. for the duration of the loan. He can be officially owner with registration at the company register or he can be a secret owner with no visible registration at the company register, done at the notary.

The amount of the 200.000,00€ will be used to capitalize the company and to buy a new software solution.

Payment must be received on our account at the Erste & Steiermärkische Bank d.d. till 23.04.2021, in case of any delay, send us the transfer confirmation of your bank.

If you have any questions, please feel free to contact me at any time.

Attached: company registration

Mit freundlichen Grüßen / Lijep pozdrav / best regards

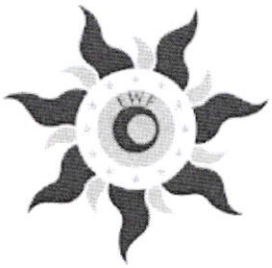
Franjo Orešković

EWF Transporte d.o.o.
Ilica 191c
HR-10000 Zagreb

OIB: 40539989052

Mobil: +49 172 8585 112
Tel.: +385 51 211 198
Fax: +385 75 802 479
E-mail: fo@ewf-transporte.hr

2 allegati



EWF - Sonne OH-klein.jpg
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Fresh extract EWF.pdf
5167K

Gmail

Giuseppe Penzolo <taketrend@gmail.com>

Projekt Novska

fo@ewf-transporte.hr <fo@ewf-transporte.hr> 2 aprile 2021 alle ore 17:27
A: Giuseppe Penzolo <Taketrend@gmail.com>

Hi Giuseppe,

for you to know!

First Part of the project finish 05/2021:
Buy and pay the property the next 10 days! Start of architect for planning the ground and the project company. Fullfill the paperwork with EU commission etc.
EU funding for Production its Max. 1.000.000 Euro or 50% of the worth of the hole project. The hole project is only for Production 1.450.000 Euro and we get from the City Novska extra 20% donation.

We Need to Show now 100.000 Euro Capital on our Account for the First Part of donation , the new program from EU Funds will start about Oktober 2021 with higher percentage ca 70%! That will be Part 2!

Second Part of the project Start 06/2021:
Maybe you have the possibility now for a higher loan about 200.000 Euro so i can take more property etc.

The hole project Gas station, parking slot, etc is worth more than 3 Million Euro!!!
This will be financed with donation from EU new program with 70% from Oktober 2021.

I will give you for your 200.000 Euro from my 6 year old Company EWF Transporte d.o.o. 10% of shares and if we work with 100.000 Euro i will give you 5% of the shares.
The hole project will be realized with the EWF Transporte d.o.o.!

We get every permit we Need within 24 hours from the local administration and the goverment !!!

3 allegati

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cid:26C0A25D-8EA4-4D84-8BB4-773C518A9351.pdf
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UAB "Trustcom Financial", Vilnius, Islandijos g. 6/ Pylimo g. 2, LT 01117
Corporation code: 304521377 . LT100011544017 SWIFT code: TRFBLT21

Prepared: 2021.05.05 14:17:41
During: 2021.01.01 - 2021.05.05

STATEMENT OF ACCOUNT

Customer: TURTLE LTD
230 , SECOND FLOOR, EUCHARISTIC CONGRESS ROAD, Mosta, MT MST 9039
Reg. No.: C75847

	Amount
Incoming balance:	254,812.78
Outcoming balance:	0.00
Debit:	254,812.78
Credit:	0.00

Account: LT693690023810001317 EUR

Date / ***Bank archival number*** / ***No doc.*** / ***Payment code***	***Second party of payment***	***Amount***
2021 02 08	Internal bank transfer Penalty Fee	-3,218.00
22835		
2021 02 08	Internal bank transfer Monthly fees 01/2021	-20.00
22840		
2021 02 08	Internal bank transfer Monthly fees 02/2021	-20.00
22841		
2021 03 10	Internal bank transfer with the date specified Basic monthly fee 01.2021	-20.00
10234643		
2021 03 10	Internal bank transfer with the date specified Basic monthly fee 02.2021	-20.00
10234644		
2021 03 10	Internal bank transfer with the date specified Basic monthly fee 03.2021	-20.00
10234644		
2021 03 17	Internal bank transfer 8.11. Contractual penalty for Client avoiding to collaborate or failing to provide documentation within the deadline indicated by Trustcom	-6,534.00
24149		
2021 04 01	Internal bank transfer with the date specified Basic monthly fee 04.2021	-20.00
01234547		
2021 04 22	SEPA payments DOKAPITALIZACIJA	-100,000.00
SEPA		
	BENEFICIARY *Name and surname/Company name:* EWF Transporte d.o.o. *Account No.:* HR0424020061100769342 *Beneficiary's credit institution:* ERSTE AND STEIERMAERKISCHE BANK D.D. XXX ESBCHR22XXX	
2021 04 23	SEPA payments DOKAPITALIZACIJA	-100,000.00
SEPA		
	BENEFICIARY *Name and surname/Company name:* EWF Transporte d.o.o. *Account No.:* HR0424020061100769342 *Beneficiary's credit institution:* ERSTE AND STEIERMAERKISCHE BANK D.D. XXX ESBCHR22XXX	
2021 05 05	SEPA payment Bank account closing as per Internal decision: art. 8.8.6. of General terms and conditions	-44,936.78
25625		

Date *Bank archival number* *No doc.* *Payment code*	*Second party of payment*	*Amount*
	BENEFICIARY *Name and surname/Company name:* TURTLE LTD *Account No.:* GB17CITI18500872511967 *Beneficiary's credit institution:* CITIBANK N.A.	
2021 05 05 25625	Commission fees for transfer Commission fees for transfer	-4.00

Payment Proof

TRUSTCOM FINANCIAL

Date : 2021-04-22
Payment ID : 36219227

Payer

Payer Iban :	LT693690023810001317
Bic / Swift :	TRFBLT21XXX
Payer Bank :	Trustcom Financial UAB
Name / Company name :	TURTLE LIMITED LTD
Payer address :	230 , SECOND FLOOR, EUCHARISTIC CONGRESS ROAD MST 9039 Mosta (MT) - Registration Code: C7584

Beneficiary

Beneficiary Iban :	HR0424020061100769342
Bic / Swift :	
Beneficiary Bank :	
Name / Company name :	EWF Transporte d.o.o.
Country code :	
Beneficiary address :	Ilica 191c HR-10000 Zagreb HR

Payment's details

Payment reference :	DOKAPITALIZACIJA
Amount :	100000 EUR

CUSTOMER SIGNATURE

IZVADAK IZ SUDSKOG REGISTRA

SUBJEKT UPISA

MBS:
080994409

OIB:
40539989052

EUID:
HRSR.080994409

TVRTKA:
5 EWF transporte društvo s ograničenom odgovornošću za usluge u stečaju

5 EWF transporte d.o.o. u stečaju

SJEDIŠTE/ADRESA:
4 Zagreb (Grad Zagreb)
Strojarska cesta 2

ADRESA ELEKTRONIČKE POŠTE:
6 stecajni.upravitelj@nip.hr

PRAVNI OBLIK:
1 društvo s ograničenom odgovornošću

PREDMET POSLOVANJA:
1 * - Provođenje programa za stjecanje početnih kvalifikacija i periodičke izobrazbe vozača
1 * - Djelatnost javnog cestovnog prijevoza putnika ili tereta u unutarnjem cestovnom prometu
1 * - Prijevoz putnika u unutarnjem cestovnom prometu
1 * - Javni prijevoz putnika u međunarodnom linijskom cestovnom prometu
1 * - Prijevoz tereta u unutarnjem i međunarodnom cestovnom prometu
1 * - Agencijske djelatnosti u cestovnom prometu
1 * - Djelatnosti pružanja kolodvorskih usluga u autobusnom prometu
1 * - Djelatnost pružanja kolodvorskih usluga u teretnom prometu
1 * - Prijevoz za vlastite potrebe
1 * - Premještanje vozila
1 * - Poslovi uvoza i izvoza NVO-a
1 * - Proizvodnja naoružanja i vojne opreme (NVO)
1 * - Remont naoružanja i vojne opreme
1 * - Promet naoružanja i vojne opreme
1 * - Djelatnost prijevoza opasnih tvari
1 * - Transport nafte, naftnih derivata i biogoriva cestovnim vozilom
1 * - Skladištenje nafte i naftnih derivata

NESLUŽBENI PRIMJERAK

IZVADAK IZ SUDSKOG REGISTRA

SUBJEKT UPISA

PREDMET POSLOVANJA:

1	*	- Skladištenje ukapljenog naftnog plina
1	*	- Transport plina
1	*	- Skladištenje plina
1	*	- Univerzalna poštanska usluga
1	*	- Zamjenske poštanske usluge
1	*	- Ostale poštanske usluge
1	*	- Savjetovanje u vezi s poslovanjem i upravljanjem
1	*	- Promidžba (reklama i propaganda)
1	*	- Istraživanje tržišta i ispitivanje javnog mnijenja
1	*	- Usluge skladištenja
1	*	- Djelatnost pakiranja
1	*	- Djelatnost ovlaštenog carinskog otpremnika
1	*	- Računovodstveni poslovi
1	*	- Projektiranje i građanje građevina te stručni nadzor građenja
1	*	- Energetsko certificiranje, energetski pregled zgrade i redoviti pregled sustava grijanja i sustava hlađenja ili klimatizacije u zgradi
1	*	- Poslovi upravljanja nekretninom i održavanje nekretnina
1	*	- Posredovanje u prometu nekretnina
1	*	- Poslovanja nekretninama
1	*	- Kupnja i prodaja robe
1	*	- Pružanje usluga u trgovini
1	*	- Obavljanje trgovačkog posredovanja na domaćem i inozemnom tržištu
1	*	- Zastupanje inozemnih tvrtki
1	*	- Usluge informacijskog društva
1	*	- Proizvodnja električne energije
1	*	- Prijenos električne energije
1	*	- Distribucija električne energije
1	*	- Organiziranje tržiša električne energije
1	*	- Opskrba električnom energijom
1	*	- Proizvodnja metalnih konstrukcija
1	*	- Kovanje, prešanje, štancanje i valjanje metala
1	*	- Obrada i prevlačenje metala
1	*	- Proizvodnja sječiva, alata i opće željezne robe
1	*	- Proizvodnja proizvoda od gume i plastike
1	*	- Proizvodnja namještaja
1	*	- Djelatnost druge obrade otpada
1	*	- Djelatnost oporabe otpada
1	*	- Djelatnost posredovanja u ugospodarenju otpadom
1	*	- Djelatnost prijevoza otpada
1	*	- Djelatnost sakupljanja otpada
1	*	- Djelatnost trgovanja otpadom
1	*	- Djelatnost zbrinjavanja otpada
1	*	- Gospodarenje otpadom
1	*	- Djelatnost ispitivanja i analize otpada
1	*	- Održavanje i popravak motornih vozila
1	*	- Iznajmljivanje motornih vozila

NEŠLUŽBENI PRIMJERAK

IZVADAK IZ SUDSKOG REGISTRA

SUBJEKT UPISA

PREDMET POSLOVANJA:

1 * - Iznajmljivanje strojeva i opreme, bez rukovatelja i predmeta za osobnu uporabu i kućanstvo

OSNIVAČI/ČLANOVI DRUŠTVA:

1 Franjo Orešković, OIB: 18324377960
Vantačići, Žubra 44
1 - jedini osnivač d.o.o.

UPRAVITELJI/LIKVIDATORI:

5 Zoran Bogojević, OIB: 15932306657
Zagreb, Ulica Krste Pavletića 10
Poslovna adresa i sjedište: Zagreb, Ulica Silvija Strahimira Kranjčevića 10
5 - stečajni upravitelj
5 - Rješenjem Trgovačkog suda u Zagrebu - Stalne službe u Karlovcu broj St-3116/2022 od 14.04.2023. godine imenovan za stečajnog upravitelja.

TEMELJNI KAPITAL:

3 1.520.000,00 kuna / 201.738,67 euro (fiksni tečaj konverzije 7.53450)

Napomena:
Iznos temeljnog kapitala informativno je prikazan u euru i ne utječe na prava i obveze društva niti članova društva.
Društva su u obvezi temeljni kapital uskladiti sukladno Zakonu o izmjenama Zakona o trgovačkim društvima ("Narodne novine" broj 114/22.).

PRAVNI ODNOSI:

Osnivački akt:

1 Izjava o osnivanju društva s ograničenom odgovornošću od 25.09.2015.godine.
3 Na temelju Odluke o izmjeni Izjave o osnivanju od 18.05.2021. godine izmijenjena je važeća Izjava o osnivanju od 25.09.2015. godine te je potpuni tekst Izjave o osnivanju od 18.05.2021. godine dostavljen sudu u zbirku isprava.

Promjene temeljnog kapitala:

3 Odlukom o povećanju temeljnog kapitala od 18.05.2021. godine povećan je temeljni kapital društva sa iznosa od 20.000,00 kuna za iznos od 1.500.000,00 kuna uplatom u novcu na iznos od 1.520.000,00 kuna.

Odluke suda: otvaranje stečajnoga postupka

5 Trgovački sud u Zagrebu - Stalna služba u Karlovcu rješenjem broj St-3116/2022 od 14.04.2023. godine otvara stečajni postupak nad

SLUŽBENI PRIMJERAK

IZVADAK IZ SUDSKOG REGISTRA

SUBJEKT UPISA

PRAVNI ODNOSI:

Odluke suda: otvaranje stečajnoga postupka
dužnikom EWF transporte društvo s ograničenom odgovornošću za usluge, Zagreb, Strojarska cesta 2, MBS: 080994409, OIB: 40539989052.

FINANCIJSKA IZVJEŠĆA:

	Predano	God.	Za razdoblje	Vrsta izvještaja
eu	28.04.22	2021	01.01.21 - 31.12.21	GFI-POD izvještaj

Upise u glavnu knjigu proveli su:

RBU	Tt	Datum	Naziv suda
0001	Tt-15/26901-5	20.10.2015	Trgovački sud u Zagrebu
0002	Tt-16/45181-2	22.12.2016	Trgovački sud u Zagrebu
0003	Tt-21/25303-4	24.08.2021	Trgovački sud u Zagrebu
0004	Tt-22/42171-2	27.09.2022	Trgovački sud u Zagrebu
0005	Tt-23/16981-2	18.04.2023	Trgovački sud u Zagrebu
0006	Tt-23/17963-2	02.05.2023	Trgovački sud u Zagrebu
eu	/	04.07.2016	elektronički upis
eu	/	29.04.2017	elektronički upis
eu	/	30.04.2018	elektronički upis
eu	/	24.04.2019	elektronički upis
eu	/	26.08.2020	elektronički upis
eu	/	05.07.2021	elektronički upis
eu	/	28.04.2022	elektronički upis

NEZVANIČNI PRIJEVOD