



REPUBLIKA HRVATSKA
TRGOVAČKI SUD U SPLITU
Split, Sukoišanska 6

Poslovni broj: 9 St-540/2023-6

U IME REPUBLIKE HRVATSKE

RJEŠENJE

Trgovački sud u Splitu, sudac Vinka Mitrović, u skraćenom stečajnom postupku povodom zahtjeva Financijske agencije, OIB: 85821130368, Regionalni centar Split, Mažuranićevo šetalište 24b, za provedbu skraćenog stečajnog postupka nad dužnikom QUEEN CRUISES d.o.o. Split, Mediteranskih igara 5, OIB: 05950305179, 25. lipnja 2024.

riješio je

I. Otvara se skraćeni stečajni postupak nad dužnikom QUEEN CRUISES d.o.o. Split, Mediteranskih igara 5, OIB: 05950305179. Skraćeni stečajni postupak je otvoren 25. lipnja 2024. u 13:00 sati, kada je ovo rješenje objavljeno na mrežnoj stranici e-Oglasna ploča sudova.

II. Za stečajnog upravitelja imenuje se Jadranka Meštrović, Zagorska 22, Zagreb, OIB: 74392332842.

III. Zaključuje se skraćeni stečajni postupak nad dužnikom QUEEN CRUISES d.o.o. Split, Mediteranskih igara 5, OIB: 05950305179.

IV. Nakon pravomoćnosti ovog rješenja dužnik će se brisati iz sudskog registra.

V. Nalaže se Financijskoj agenciji da naloži banci kod koje dužnik ima otvoren račun da zaplijenjena novčana sredstva na ime predujma za namirenje troškova stečajnog postupka prenese s računa dužnika na depozitni račun Trgovačkog suda u Splitu broj: HR1623900011300000664, otvoren kod Hrvatske poštanske banke d.d. Zagreb, pozivom na broj spisa "9 St-540/2023" te da obustavi daljnju plienidbu, ako iznos predujma nije zaplijenjen u cijelosti.

Obrazloženje

1. Financijska agencija, Regionalni centar Split podnijela je ovom sudu 28. prosinca 2023. zahtjev za provedbu skraćenog stečajnog postupka nad dužnikom QUEEN CRUISES d.o.o. Split, Mediteranskih igara 5, OIB: 05950305179, a sukladno odredbama članka 429. Stečajnog zakona (Narodne novine broj 71/15, 104/17 i 36/22, dalje SZ).

2. U zahtjevu je navedeno da dužnik na dan 27. prosinca 2023. u Očevidniku redoslijeda osnova za plaćanje ima evidentirane neizvršene osnove za plaćanje u neprekinutom razdoblju od 120 dana u ukupnom iznosu od 49.290,17 EUR kao i da prema podacima koji su dostavljeni od Hrvatskog zavoda za mirovinsko osiguranje dužnik nema zaposlenih.

3. Budući da su prema podacima iz podnesenog zahtjeva, kao i podacima iz sudskog registra uvidom u koje je utvrđeno da se u odnosu na dužnika ne vodi drugi postupak radi brisanja iz sudskog registra, bile ispunjene pretpostavke iz članka 428. SZ-a, ovaj sud je 29. veljače 2024. na mrežnoj stranici e-Oglasna ploča sudova, sukladno članku 430. SZ-a, objavio oglas s podacima o identifikaciji dužnika te ukupnom iznosu duga dužnika evidentiranog na temelju neizvršenih osnova za plaćanje. Isto tako, tim oglasom su osobe ovlaštene za zastupanje dužnika pozvane da u roku od 15 dana od dana objave oglasa podnesu sudu javnobilježnički ovjeren popis imovine i obveza dužnika na propisanom obrascu, a vjerovnici dužnika su pozvani da najkasnije u roku od 45 dana od dostave oglasa predlože otvaranje stečajnog postupka nad dužnikom, sve to uz upozorenje na pravne posljedice nepodnošenja prijedloga za otvaranje stečajnog postupka.

4. Odredbom članka 431. stavak 1. SZ-a propisano je da ako osobe ovlaštene za zastupanje dužnika po zakonu u roku od 15 dana ne podnesu popis imovine i obveza dužnika ili ako iz tog popisa proizlazi da dužnik ima imovinu koja nije dostatna za namirenje predvidivih troškova stečajnog postupka te ako u roku od 45 dana nijedan vjerovnik ne predloži otvaranje stečajnog postupka i ne predujmi sredstva za namirenje troškova postupka, smatrat će se da je dužnik nesposoban za plaćanje. Odredbom članka 431. stavak 2. SZ-a propisano je da će u slučaju iz stavka 1. ovog članka sud po službenoj dužnosti donijeti rješenje o otvaranju i zaključenju skraćenog stečajnog postupka, a odredbe članaka 132. i 133. te članaka 286. – 292. SZ-a će se primijeniti na odgovarajući način.

5. Osobe ovlaštene za zastupanje dužnika nisu u propisanom roku od 15 dana podnijele sudu popis imovine i obveza dužnika, a isto tako niti jedan vjerovnik u roku od 45 dana od dostave naprijed navedenog oglasa nije podnio ovom sudu prijedlog za otvaranje stečajnog postupka nad dužnikom. Samim time, u konkretnom slučaju su se ispunile pretpostavke iz članka 431. SZ-a za donošenje rješenja o otvaranju i zaključenju skraćenog stečajnog postupka nad dužnikom.

6. Prije donošenja ovog rješenja sud je, koristeći ovlaštenja iz članka 11. stavak 3. SZ-a, putem web aplikacije eBlokade izvršio uvid u Očevidnik neizvršenih osnova za plaćanje i utvrdio da na dan donošenja ovog rješenja dužnik i dalje ima evidentirane neizvršene osnove za plaćanje koje ukupno iznose 51.760,93 EUR.

7. Izbor stečajnog upravitelja u ovom skraćenom stečajnom postupku obavljen je metodom slučajnog odabira u skladu s člankom 432. SZ-a.

8. S obzirom da je Financijska agencija, sukladno odredbi članka 112. stavak 5. SZ-a, obavijestila sud da dužnik na dan podnošenja zahtjeva ima zaplijenjena novčana sredstva na ime predujma za namirenje troškova stečajnog postupka, to je

stoga valjalo naložiti Financijskoj agenciji da naloži banci prienos zaplijenjenog iznosa predujma na račun suda te obustavi daljnju pljenidbu ako iznos predujma nije zaplijenjen u cijelosti, a sve to sukladno odredbama članka 112. stavak 6. SZ-a.

9. Slijedom naprijed navedenog, a temeljem odredbi članka 431. i članka 432. SZ-a te članka 112. stavak 6. SZ-a, odlučeno je kao u izreci ovog rješenja.

U Splitu 25. lipnja 2024.

Sudac

Vinka Mitrović

Uputa o pravnom lijeku:

Protiv ovog rješenja dopuštena je žalba. Žalba se može izjaviti u roku od osam dana od dostave rješenja, a dostava ovog rješenja smatra se obavljenom istekom osmog dana od dana njegove objave na mrežnoj stranici e-Oglasna ploča sudova. Žalba se podnosi Trgovačkom sudu u Splitu, pisano u tri primjerka, a o istoj odlučuje Visoki trgovački sud Republike Hrvatske u Zagrebu.

Dna:

- podnositelju zahtjeva - Financijskoj agenciji, Regionalni centar Split
- dužniku QUEEN CRUISES d.o.o. Split, Mediteranskih igara 5
- stečajnom upravitelju, uz izjavu i potvrdu
- Županijskom državnom odvjetništvu u Splitu
- Porezna uprava Split, Ispostava Split
- mrežna stranica e-Oglasna ploča suda
- sudski registar - odmah i nakon pravomoćnosti
- u spis

Dokument je elektronički potpisan:

VINKA MITROVIĆ

Vrijeme potpisivanja:

25-06-2024

12:55:17

Doc
C=HR
O=TRGOVAČKI SUD U SPLITU
2549746152041523130363432323907383238
L=SPLIT
E=MITROVIĆ
O=VINKA
CN=VINKA MITROVIĆ

Broj zapisa: **9-30869-796e1**

Kontrolni broj: **0f3a1-efc93-73f34**

Ovaj dokument je u digitalnom obliku elektronički potpisan sljedećim certifikatom:
CN=VINKA MITROVIĆ, L=SPLIT, O=TRGOVAČKI SUD U SPLITU, C=HR

Vjerodostojnost dokumenta možete provjeriti na sljedećoj web adresi:

<https://usluge.pravosudje.hr/provjera-vjerodostojnosti-dokumenta/>



unosom gore navedenog broja zapisa i kontrolnog broja dokumenta.

Provjeru možete napraviti i skeniranjem QR koda. Sustav će u oba slučaja prikazati izvornik ovog dokumenta.

Ukoliko je ovaj dokument identičan prikazanom izvorniku u digitalnom obliku, **Trgovački sud u Splitu** potvrđuje vjerodostojnost dokumenta.



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LETTER OF INTENT EU2122

CATAMARAN CRUISE SHIPS PROJECT

Company: QUEEN CRUISES DOO, Osmih mediteranskih lgara 5, SPLIT, CROATIA, Europe
Project Holder: Edo Ivacic Project Representative: Dr. Martinelli / Mr. Marinkovic

Proposed Amount: 16,000,000.00€

Disbursement of the loan:

1 st Installment:	6,000,000.00€
2 nd Installment:	5,000,000.00€
3 rd Installment:	5,000,000.00€

Terms: 15 years

Interest Rate: 2% Fixed

Grace period: 3 years

(No principal and interest payment)

Down Payment: 420,000.00€ *(You need to provide this amount in order to receive your approved funding)*

24 semi-yearly payments: 753,175.56€ *(Payable every 6 months)*

Loan Costs: 400,000.00€ *(This amount shall be deducted from the 1st installment of the approved loan amount)*

This proposal is valid until October 31, 2019. You need to provide POF (Proof of Funds) for 420,000.00€ attached to signed and accepted LOI. *If you want to use Bank Guarantee in lieu of Down Payment, please mark it underneath your signature and attach POF for 16,000.00€.*

Date: 10/24/2019

Prepared by:

Michelle Green, PMP

Project Director

Email: project@usaescrowfund.com

Date: October 24, 2019

Electronic signature accepted

Accepted by: _____ Date: _____

*** [] We want to use Bank Guarantee in lieu of Down Payment ***



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LOAN AGREEMENT EU2122

CATAMARAN CRUISE SHIPS PROJECT

This loan agreement (hereinafter "The Agreement") is entered into and shall become effective as of by and between the following parties: QUEEN CRUISES DOO (hereinafter the "Borrower"), of, SPLIT, CROATIA, EUROPE, and USA ESCROW FUND (AND PARTNERS) (hereinafter the "Lender") of, LEWES, DELAWARE, USA.

LOAN SPECIFICS

AMOUNT: Sixteen Million EUR (16,000,000.00€)

MATURITY DATE: June 27, 2035

INTEREST: Two Percent (2%) Fixed rate

GRACE PERIOD: Three (3) years (No principal and interest payment)

RECITALS

Borrower seeks to borrow money in the form of a loan from Lender, and Lender seeks to lend money as a loan to Borrower, as further described herein.



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PAYMENT SCHEDULE



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Loan Agreement Summary				
Principal		Term (Years)		Interest Rate (%)
€ 16,000,000.00		3		2.00%
Payment Frequency (per year)		Term (Years)		
2		15		
Payment Number	Interest Payment	Principal Payment	Total Payment	
1	0	0	0	0
2	0	0	0	0
3	0	0	0	0
4	0	0	0	0
5	0	0	0	0
6	0	0	0	0
7	€ (160,000.00)	€ (593,175.56)	€ (753,175.56)	
8	€ (154,068.24)	€ (596,107.31)	€ (753,175.56)	
9	€ (148,077.17)	€ (605,098.38)	€ (753,175.56)	
10	€ (142,026.19)	€ (611,149.37)	€ (753,175.56)	
11	€ (135,914.69)	€ (617,260.86)	€ (753,175.56)	
12	€ (129,742.09)	€ (623,433.47)	€ (753,175.56)	
13	€ (123,507.75)	€ (629,667.81)	€ (753,175.56)	
14	€ (117,211.07)	€ (635,964.48)	€ (753,175.56)	
15	€ (110,851.43)	€ (642,324.13)	€ (753,175.56)	
16	€ (104,428.19)	€ (648,747.37)	€ (753,175.56)	
17	€ (97,940.71)	€ (655,234.84)	€ (753,175.56)	
18	€ (91,388.36)	€ (661,787.19)	€ (753,175.56)	
19	€ (84,770.49)	€ (668,405.06)	€ (753,175.56)	
20	€ (78,086.44)	€ (675,089.11)	€ (753,175.56)	
21	€ (71,335.55)	€ (681,840.01)	€ (753,175.56)	
22	€ (64,517.15)	€ (688,658.41)	€ (753,175.56)	
23	€ (57,630.57)	€ (695,544.99)	€ (753,175.56)	
24	€ (50,675.12)	€ (702,500.44)	€ (753,175.56)	
25	€ (43,650.11)	€ (709,525.44)	€ (753,175.56)	
26	€ (36,554.86)	€ (716,620.70)	€ (753,175.56)	
27	€ (29,388.65)	€ (723,786.90)	€ (753,175.56)	
28	€ (22,150.78)	€ (731,024.77)	€ (753,175.56)	
29	€ (14,840.53)	€ (738,335.02)	€ (753,175.56)	
30	€ (7,457.18)	€ (745,718.37)	€ (753,175.56)	
Total Cost			€	(18,076,213.33)



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LOAN TERMS

For value received, the Borrower, as evidenced by Borrower's signature below, hereby unconditionally promises to pay to the order of the Lender at the address identified herein or at such other address as the Lender in writing may direct, without any right of deduction, set-off or abatement whatsoever, the principal sum of Sixteen Million EUR (16,000,000.00€) (The "Principal"), with interest accrued, at the fixed rate of Two Percent (2%) per annum, to become due and payable in full on June 27, 2035 (the "Maturity Date"), or at a sooner date pursuant to the terms of this Agreement, in accordance with the six month installment payment plan identified herein.

The parties hereto understand, acknowledge and agree that the loan set forth in this Agreement is being made to Borrower in order that Borrower may engage in the following business venture: Project Financing for project described in Business Plan (the "Business"), and it is a condition of the loan that the moneys paid hereunder be used exclusively for that purpose.

1. Borrower hereby promised to pay Principal and Interest accrued to Lender in equal installments in the amount of Seven Hundred Fifty Three Thousand One Hundred Seventy Five EUR and Fifty Six Cent (753,175.56€) every SIX month, June 27 and December 27, commencing on June 27, 2023, and continuing every six months thereafter, with a final installment of Principal and Interest due and payable on the Maturity Date.
2. Scheduled payments that are not timely made on or prior to their due date as identified herein and remain unpaid more than Five (5) days thereafter, will be deemed to be late and subject to a late fee penalty of Three Hundred Fifty Thousand EUR (350,000.00€). A Three Hundred Fifty Thousand EUR (350,000.00€) fee will be charged to Borrower in addition to all other sums due and owing for any payment checks returned for non-sufficient funds.



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3. The entire amount of Principal outstanding hereunder and any accrued interest thereon, is secured by way of the following Land, Building(s), Equipment, License(s), Patent(s), Concessions, Company Stocks included in Business Plan and City / County / State documents regarding **CATAMARAN CRUISE SHIPS PROJECT** (the "Collateral") and may become due and payable, without notice or demand, in the event of one or more following events of default. All documents must be transferrable to Lender's Lien Holding Company.
 - A. any six-month installment of Principal and interest not paid when due and which remains unpaid for a period of Five (5) days thereafter, or
 - B. any change in ownership of/or in the Collateral, without the prior written consent of Lender, or
 - C. any bankruptcy or insolvency proceedings that are brought by or against the Borrower or,
 - D. discontinuance by Borrower or otherwise a failure by Borrower to continue to operate the Business as same is operated as described within this Agreement
4. Should any amount(s) that become due under this Agreement not be paid in full in accordance with its terms and provisions, the Borrower hereby agrees to pay to Lender all reasonable associated costs, fees and expenses (including without limitation, reasonable attorney's fees) for the collection of same.
5. In the event of failure to make a scheduled payment of principal and/or interest or any other amounts secured by this Agreement within Five (5) days of the due date for such payment or upon the bankruptcy or insolvency of the Borrower or upon the filing of a petition in bankruptcy against the Borrower or upon the making of a proposal in



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bankruptcy by the Borrower (whether or not such bankruptcy or insolvency filing is by the Borrower personally or by the Business set forth herein), the whole of the monies (or any part thereof) secured by this Agreement remaining unpaid shall, at the option of the lender, forthwith become due and payable and all the powers in and by the Agreement or by law conferred in case of default shall become exercisable. Project Holder / Authorized Company Representative in power of the Borrower's Bank Account(s) shall be personally liable for any unaccounted and unpaid monies due to the Lender.

6. Borrower hereby promises to pay requested Down Payment to the USA ESCROW FUND (AND PARTNERS) assigned Escrow Service affiliate USA Escrow Fund, in Bank of America and / or other Bank, in the amount of: Four Hundred Twenty Thousand EUR (420,000.00€), per additionally provided Escrow Agreement, and detailed bank wire transfer instructions.

Borrower is allowed to use Bank Guarantee in lieu of Down Payment. Lender's authorized Project Manager / Project Director for Europe shall personally confirm in the issuing bank validity of provided Bank Guarantee.

Upon successful confirmation, Bank Guarantee shall be put in force / activated, by our Bank. Procedures shall be stated in the additionally provided Escrow Agreement.

7. Borrower hereby promises to pay for the loan costs, in the amount of Four Hundred Thousand EUR (400,000.00€). This amount will be deducted from the 1st Installment of the approved loan amount through the Escrow Account.

8. DYNAMICS OF WITHDRAWAL OF THE PROCEEDS:

1st Installment: Six Million EUR (6,000,000.00€)

2nd Installment: Five Million EUR (5,000,000.00€)

3rd Installment: Five Million EUR (5,000,000.00€)



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9. Based on Detailed Project Management Plan and Work Schedule, approved funds will be transferred from the Lender's bank account to the USA Escrow Fund bank account in Bank of America and / or other Bank. Upon submittal of all necessary documents and completion of all construction phases, approved Installments shall be released and transferred to the Borrower's bank account in assigned bank, per Borrower's detailed bank wire instructions.
10. Lender's Project Manager(s) will oversee all scheduled details of the previously approved Borrower's Detailed Project Management Plan and Work Schedule, in order to approve release / withdrawal of the proceeds.
11. No course of dealing between the Borrower and Lender or any delay on the part of Lender in exercising any right hereunder or waiver of any instance of breach shall operate as a waiver of any rights of Lender. All the covenants, stipulations, promises and agreements contained in this Agreement made by or on behalf of the Borrower shall bind his or her heirs, executors, administrators, successors and assigns, whether so expressed or not.
12. Lender may assign any or all its rights hereunder to any other party without any consent by Borrower. The rights of Lender to receive payment hereunder shall be payable to Lender's heirs, executors, administrators, successors and assigns, as the case may be, in the event of Lender's death. Borrower shall not be relieved of the obligation to pay hereunder in the event of Lender's death.
13. The Borrower covenants and agrees not to assign any of the obligations under this Note, except by prior express, written consent of Lender. An assignment without the prior written consent of Lender shall be absolutely null and void and shall, at Lender's option, terminate this Note. In the event of same, at Lender's option in its sole discretion, all principal and interest due under this Note may become immediately due and payable in full.



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14. The Borrower may, at any time, without notice, bonus or penalty, prepay or cause to be prepaid the whole or any part of the principal and the interest accrued amount remaining unpaid hereunder. Any payments made in excess of any interest only payment due shall be applied first to any late charges then due and owing, then to any NSF charges then due and owing, then to any interest then due and owing. The remainder of any such excess payment shall then be applied to the principal.
15. Any notice required, permitted to be given, or otherwise given hereunder may be effectively given by email or other electronic means so long as the recipient has acknowledged receipt in writing (for the purposes of this section a confirmation email sent from the recipient's email address shall qualify as being "in writing" but an automatically generated receipt confirmation does not qualify as acknowledgement of the receipt). No phone calls and personal visits are allowed, and all communication shall go through USA Escrow Fund authorized representatives in writing. Any direct contact with the USA Escrow Fund / Directors / Lender / Lenders representatives / Bank or Third-party involvement without USA Escrow Fund written approval is prohibited and this Agreement shall be Terminated, Null and Void. For breach of any of the procedures, Borrower / Recipient / Project Holder is obligated to pay termination fee in the amount of Five Hundred Thousand EUR (500,000.00€).
16. This Agreement shall be governed and construed in accordance with the applicable laws of the State of Delaware as they apply to agreements entered into and to be performed entirely within Delaware between Delaware residents, without regard to conflict of law provisions and shall be treated, in all respects, as a(n) Delaware contract. The Parties further agree that the venue of any legal action or claim hereunder shall be exclusively in and with a court having jurisdiction over State of Delaware. Lender and/or Lender's partners/financier's reserves the right to withdraw the funding procedure at any time at its sole discretion. The Parties further agree and hereby consent to and waive all defenses of lack of personal jurisdiction and forum *non-convenience* with respect to, venue and jurisdiction in State of Delaware.



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17. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. Any change to this Agreement, other than a change in Lender's address, shall be in a writing signed by both parties.
18. In the event of litigation or arbitration relating to the subject matter of this Agreement, the prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.
19. This Agreement or any subsequent amendment or modification hereto may be executed by email or facsimile and/or in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same original. Each party shall accept any such signed faxed counterpart as full execution of this Agreement of any subsequent amendment or modification thereto.
20. If any provision of this agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
21. Project Management Fee (Representative Fee) shall be deducted from the 1st Installment of the approved funds, through the Escrow Account, per additionally submitted PM Agreement and Escrow Agreement.



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22. Lender / Lender's partners / Representatives or Associates shall not be liable for loss of any Borrower's monies, if paid from the Borrower to any Third Party (Included but not limited to: Deposit for purchase(s) / lease(s) of the property, equipment, Lawyer costs, Architect costs, Consultant costs, Bank costs or any monetary loss connected with the **CATAMARAN CRUISE SHIPS PROJECT** in the event of delayed and / or unsuccessful funding).

In witness, whereof, the parties have executed this Agreement as of

Date: June 26, 2020

BORROWER: QUEEN CRUISES DOO

_____ Date: _____

Name: Edo Ivacic

Title: Project Holder

I have authority to bind Borrower

LENDER: USA ESCROW FUND (AND PARTNERS)

Michael Ackman, PhD

Name: Michael Ackman, PhD

Title: CFO

Email: investments@useescrowfund.com

Date: December 2, 2019

Electronic signature accepted

I have authority to bind Lender

21-JUNE-2021 12:58:03 PM GMT+01:00

CUSTOMER'S COPY

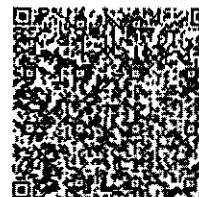
-----Instance Type and Transmission-----

Notification (Transmission) of Original sent to SWIFT (ACK)

Network Delivery Status : Network ACK
Priority / Delivery : Normal
Message Input Reference : 1258210621BTFHTRI5034858260000C2REF-ACC-MERIDIAN-0206105900

----- Message Text -----

SWIFT INPUT : MT110
SENDER
BANK NAME : COMMERZBANK AG
BANK ADDRESS : KAISERSTRASSE 16, 60261 FRANKFURT AM MAIN, GERMANY
ACCOUNT NAME : MERIDIAN TOURISMUS AG
ACCOUNT NUMBER : DE893/0400440206105900
SWIFT CODE : COBADEFFXXX
BANK OFFICER : MICHAEL MANDEL
BANK OFFICER TEL : +493022414-812
BANK OFFICER E-MAIL : MICHAEL.MANDEL@COMMERZBANK-INVESTMENT.COM



RECEIVER

BANK NAME : ERSTE&STEIERMÄRKISCHE BANK D.D.
BANK ADDRESS : JADRANSKI TRG 3A, RIJEKA, KROATIEN
SWIFT CODE : ESBCHR22
ACCOUNT NAME : QUEEN CRUISES D.O.O.
ACCOUNT NUMBER : HR2424020061100971906

----- Message Text -----

20: Transaction Reference Number : COBA706402DE
21: Reference : COBA/0206105900DE
79: Narrative MT SWIFT (ACK)

WE, COMMERZBANK INVESTMENT AG, WITH OFFICIAL BUSINESS ADDRESS AT PANORAMA STRASSE 1, 10178 BERLIN, GERMANY, HEREBY CONFIRM WITH FULL BANK RESPONSIBILITY THAT, ON BEHALF OF OUR CLIENT, MERIDIAN TOURISMUS AG, WE HAVE ISSUED OUR BANK DRAFT NO. 0009667553953 IN THE AMOUNT OF €10.000.000,00 (TEN MILLION EURO) IN THE NAME AND FAVOR OF QUEEN CRUISES D.O.O., DATED AND EFFECTIVE ON 21.06.2021., WITH A TERM OF ONE (1) YEAR AND ONE (1) DAY.

WE FURTHER CONFIRM WITH FULL BANK RESPONSIBILITY THAT WE HAVE PROVIDED FOR DELIVERY OF THE HARD COPY ORIGINAL OF THIS BANK DRAFT TO YOU BY BANK BONDED COURIER, AND ISSUE OUR GUARANTEE FOR SAID BANK DRAFT BY SWIFT TO YOU, AS PER VERBIAGE QUOTED HEREUNDER.

QUOTE:

WE, COMMERZBANK INVESTMENT AG, WITH OFFICIAL BUSINESS ADDRESS AT PANORAMA STRASSE 1, 10178 BERLIN, GERMANY, HEREBY ISSUE OUR IRREVOCABLE, TRANSFERABLE, ASSIGNABLE BANK DRAFT, AND WITHOUT PROTEST OR NOTIFICATION, PROMISE TO PAY AGAINST THIS BANK DRAFT TO THE ORDER OF QUEEN CRUISES D.O.O., THE BEARER OR HOLDER THEREOF, AT MATURITY THE SUM OF €10.000.000,00 (TEN MILLION EURO) UPON PRESENTATION AND SURRENDER OF THE ORIGINAL OF THIS BANK DRAFT AT OUR COUNTERS AT COMMERZBANK, ADDRESS PANORAMA STRASSE 1, 10178 BERLIN, GERMANY.

SUCH PAYMENT SHALL BE MADE WITHOUT SET-OFF AND FREE AND CLEAR OF ANY DEDUCTIONS, CHARGES, FEES, OR WITHHOLDING OF ANY NATURE PRESENTLY OR IN THE FUTURE, IMPOSED, LEVIED, COLLECTED, WITHHELD OR ASSESSED BY THE LAWS OF GERMANY AND/OR THE EUROPEAN UNION OR ANY POLITICAL SUBDIVISION OR AUTHORITY AND THEREIN AND THEREOF.

THIS BANK DRAFT IS ASSIGNABLE, AND TRANSFERABLE WITHOUT PRESENTATION OF IT TO US OR THE PAYMENT OF ANY TRANSFER FEES OR CHARGES.

THIS BANK DRAFT IS GOVERNED BY THE UNIFORM CUSTOMS AND PRACTICE FOR BANK DRAFTS AS SET FORTH BY THE INTERNATIONAL CHAMBER OF COMMERCE, PARIS, FRANCE, PUBLICATION NO. 600 (LATEST REVISION).

THIS BANK DRAFT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF GERMANY AND/OR THE EUROPEAN UNION. THIS DRAFT IS REGISTERED AS REQUIRED WITH THE EUROPEAN CENTRAL BANK.

WE REQUIRE YOUR CONFIRMATION THAT YOU ARE READY TO RECEIVE SAID BANK DRAFT ON BEHALF OF YOUR CLIENT.

UNQUOTE:

THIS BANK DRAFT CONFIRMATION IS VALID FOR ONE (1) YEAR AND ONE (1) DAY FROM THE DATE OF ISSUE HEREIN STATED AND MAY BE VERIFIED ON BANK-TO-BANK BASIS.

FOR AND ON BEHALF OF COMMERZBANK AG
KAISERSTRASSE 16, 60261 FRANKFURT AM MAIN, GERMANY

Michael Mandel PIN (7349M) Co-Head Corporate & Investment
Marcus Chromik PIN (95725C) Chief Risk Officer

----- Message Trailer -----

(EXTN9875094386509328658)
Pki Signature MAC Equivalent

----- Interventions -----

Category: SWIFT ACK System Report
Creation Time: 21-June-2021 12:58:03 PM GMT+01:00
Application: SWIFT Interface
Operation: SWIFT (ACK)
(1:F2COBADEFFXXX0206105900) (4:1258 190521BTFHTRI50348582600000REF-ACC-MERIDIAN-0206105900)
(177:2106211258) (451:0) (108:COBADEFFXXX-BTFHTRIS) (5:1258 H) (5:03:0)
END OF MESSAGE: 001 TRANSMISSION : OK

----- End of Transmission -----

EUROLED D.O.O.,
Liminjanska cesta 96,
6320 Lucija-Portorož
Slovenija
OIB : 6250602000

Pismo namjere

Ovim putem izjavljujemo svoj interes za poslovnu suradnju s tvrtkom QUEEN CRUISES d.o.o., Osmih mediteranskih igara 5, Split, u financiranju projekta gradnje dvije luksuzne katamaranske jahte dužine 44 m.

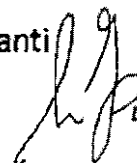
Smatramo da je tvrtka QUEEN CRUISES d.o.o. kompetentna da organizira gradnju kao i daljnju eksploataciju istih u nautičkom turizmu.

Zadovoljni smo elaboriranim projektom od strane partnera, kao i dosadašnjom suradnjom i stručnosti vlasnika tvrtke - Edo Ivačić, Deni Cetin i Ivica Galić.

Procjena investicije je na 20 miliona EUR, te očekujemo početak financiranja do kraja srpnja 2024 godine.

01.07.2024, Lucija

dir. Franco Santi



EUROLED,
družba za generalno trgovsko
posredništvo, d.o.o.
Liminjanska cesta 96, 6320 Portorož - Portorož
ID za DDV: SI26167557