

ALETHEA MANAGEMENT LIMITED,
Strovolou 77, Strovolos Center, 2 kat,
ured br. 204, Strovolos 2018 Nicosia,
Cipar, zastupani po direktoru
HAMERVATE LIMITED, Strovolou 77,
Strovolos Center, 3 kat, ured br. 204,
Strovolos 2018, Nicosia, Cipar

ALETHEA MANAGEMENT
LIMITED, Strovolou 77, Strovolos
Center, 2nd floor, office no.204,
Strovolos 2018 Nicosia, Cyprus,
represented by the director
HAMERVATE LIMITED

kao Prodavatelj, (u daljnjem tekstu:
Prodavatelj)

as the Seller (hereinafter: Seller)

i

and

TU DOMA d.o.o., Vranjic, Grad Solin,
Vranjički put 2, OIB: 90494199385,
zastupani po članu uprave Matko Mijić,
OIB: 91399918192, Split, Antuna
Gustava Matoša 54

TU DOMA Ltd. Vranjic, City of Solin
Vranjički way 2, Personal id.No:
90494199385, represented by the member
of Board Matko Mijić, Personal id.No:
91399918192, Split, Antuna Gustava
Matoša st. 54

kao Kupac, (u daljnjem tekstu: Kupac)

as a Buyer (hereinafter: Buyer)

zaključili su dana 26. 11. 2021. godine

concluded on the 26th November 2021.

U G O V O R O K U P O P R O D A J I
I P R I J E N O S U P O T R A Ž I V A N J A

CONTRACT
ON PURCHASE AND SALE OF
RECEIVABLES

/ dalje u tekstu: Ugovor/

/hereinafter: Contract/

TU DOMA d.o.o.

Solin



Članak 1.

Ugovorne strane sporazumno utvrđuju da Prodavatelj ima prijavljeno i priznato potraživanje u stečajnom postupku nad dužnikom LAURUS d.d. Split-u stečaju, sada Stečajna masa iza LAURUS d.d. u stečaju, OIB: 45680553131, Zagreb, Preradovićeve ulica 25 (u daljnjem tekstu: Dužnik) kod Trgovačkog suda u Splitu, Posl. broj: VII-St-49/2001. (St-17/2021), koje potraživanje iznosi 6.615.606,34 kuna (slovima: šest milijuna šest petnaest i trideset četiri lipe) na koji iznos Prodavatelj ima pravo potraživati zakonske zatezne kamate počevši od dana kad mu je predmetna tražbina priznata pa do dana namirenja.

TU DOMA d.o.o.
Split

Article 1.

The contracting parties agree that the Seller has a reported and accepted claim in bankruptcy proceedings against the debtor LAURUS d.d. Split in bankruptcy, now Bankruptcy estate behind LAURUS d.d. in bankruptcy, OIB: 45680553131, Zagreb, Preradovićeve ulica 25 (hereinafter: the Debtor) at the Commercial Court in Split, Posl. No.: VII-St-49/2001 (St-17/2021), which claim amounts to HRK 6,615,606.34 (in words: six million sixteen fifteen sixteen kuna and thirty-four lipa) for which amount the Seller has the right to claim statutory default interest from the day the claim is recognized until the day of settlement.



Članak 2.

Prodavatelj ovim Ugovorom prodaje, a Kupac kupuje potraživanje Prodavatelja od Dužnika, поближе opisano u članku 1. ovog Ugovora.

Kupac bezuvjetno i neopozivo izjavljuje da je od strane Prodavatelja na dan potpisa ovog Ugovora upoznat sa svom dokumentacijom iz koje je proizišlo predmetno potraživanje, kao i sa stanjem stečajnog spisa kod Trgovačkog suda u Splitu, Posl.br. VII St-49/2001 (St-17/2021), te da prihvaća takvo stanje u potpunosti i bez ikakvih primjedbi, odričući se po tom osnovu bilo kakvih sudskih ili izvansudskih prigovora i zahtjeva prema Prodavatelju.

JU DOMA d.o.o.

Solin

Article 2.

The Seller sells under this Agreement, and the Buyer buys the Seller's claim from the Debtor, described in more detail in Article 1 of this Agreement.

The Buyer unconditionally and irrevocably declares that on the day of signing this Agreement the Seller is acquainted with all the documentation from which the claim arose, as well as with the state of the bankruptcy file at the Commercial Court in Split, Posl.br. VII St-49/2001 (St-17/2021), and to accept such a situation in full and without any objections, waiving on that basis any court or out-of-court objections and claims against the Seller



Članak 3.

Stranke suglasno ugovaraju kupoprodajnu cijenu potraživanja koje je predmet ovog Ugovora, opisanog u prethodnim člancima ovog Ugovora, u iznosu od **1.900.000.000 EUR** (slovima: milijundestotisuća eura).

Strane suglasno utvrđuju da je kapara utvrđena u visini od **190.000,00 EUR** (slovima: stodevedesettisuća eura), odnosno 10% od ukupne ugovorene kupoprodajne cijene te se Kupac obvezuje najkasnije u roku od 7 (sedam) dana od dana stupanja na snagu ovog ugovora isplatiti na ime kapare Prodavatelju iznos naveden u ovom stavku na račun Prodavatelja otvoren u Railsbank, IBAN: EE937777000088232072, SWIFT CODE: LHVBE22.

Strane suglasno utvrđuju da se kapara uračunava u kupoprodajnu cijenu.

Strane suglasno utvrđuju da ukoliko bi za neizvršenje ovog Predugovora bio odgovoran Kupac, Prodavatelj ima pravo zadržati primljenu kaparu; a ukoliko bi za neizvršenje ovog Predugovora bio odgovoran Prodavatelj, Kupac ima pravo tražiti vraćanje dvostruke kapare.

Prodavatelj jamči da je plaćanje bilo kakvih poreznih davanja u domicilnoj državi po ovom pravnom poslu isključivo njegova obveza.

Strane suglasno utvrđuju da se Kupac obvezuje ostatak ugovorene kupoprodajne cijene u iznosu od **1.710.000,00 EUR** /slovima:

TU BOMIA d.o.o.
Solun

Article 3.

The Parties agree to the purchase price of the receivable which is the subject of this Agreement, described in the previous articles of this Agreement, in the amount of EUR

1,900,000,000 (in words: one million ninety thousand euros). The parties agree that the down payment is determined in the amount of **190,000.00 EUR** (in words: one hundred and ninety thousand euros), or 10% of the total agreed purchase price and the Buyer undertakes to pay no later than 7 (seven) days from the date of entry into force of this contract on behalf of the down payment to the Seller the amount specified in this paragraph to the account of the Seller opened in Railsbank, IBAN:EE937777000088232072, SWIFT CODE: LHVBE22.

The parties agree that the down payment is included in the purchase price. The Parties agree that if the Buyer would be responsible for non-performance of this Preliminary Agreement, the Seller has the right to keep the received down payment; and if the Seller would be responsible for non-performance of this Preliminary Agreement, the Buyer has the right to request the return of the double down payment. The Seller guarantees that any tax liability in country of residence emerging from this Contract is his obligation.



milijunsedamstodeset tisuća eura/
isplatiti Prodavatelju najkasnije do
dana 15. siječnja 2022. godine na
račun Prodavatelja otvoren u
Railsbank, IBAN:
EE937777000088232072, SWIFT
CODE: LHVBE22

ili na drugi račun po uputi
Prodavatelja. Ukoliko je odabran drugi
račun Prodavatelja, isti je dovoljno
iskomunicirati Kupcu putem
službenog e-maila društva
info@alethea-management.eu. U
slučaju da se uputa za plaćanje
odnosi na plaćanje na račun treće
pravne ili fizičke osobe, ista mora biti
ovjerena i apostilirana u sjedištu
Prodavatelja te dostavljena Kupcu u
originalu. Rok za dostavu ovako
ovjerene upute mora biti ne manji od
7 dana od dana dospijeca obveze
plaćanja.

Ugovorne strane suglasno utvrđuju
da se kao dan isplate smatra dan
kada su novčana sredstva sjela na
račun Prodavatelja naveden u ovom
članku.

TU DONIA d.o.o.
Solih

The parties agree that the Buyer
undertakes to pay the remainder of
the agreed purchase price in the
amount of 1,710,000.00 EUR / in
words: one million seven hundred
thousand euros / to the Seller no
later than January 15, 2022 to the
Seller's account opened in
Railsbank, IBAN:
EE937777000088232072, SWIFT
CODE: LHVBE22.

or the another account as
instructed by the Seller. If that
other account is chosen, the Buyer
will be deemed informed about that
simply via an official e-mail
info@alethea-management.eu. In
case payment instruction is
directed to third legal or natural
person's account, it must be
certified and issued with an
apostille in the seat of the Seller,
and also delivered to the Buyer in
original version. The deadline for
delivery of the aforementioned
certified and apostilled instruction
cannot be shorter than 7 days after
the day of maturity of the
obligation.

The contracting parties agree that
the day of payment is considered
to be the day when the funds were
credited to the Seller's account
specified in this Article.



Članak 4.

Rokovi isplate smatraju se bitnim sastojkom ovog ugovora.

Za slučaj neispunjenja obveze Kupca u ugovorenim rokovima, a sve u skladu sa člankom 3. ovog Ugovora, ovaj Ugovor smatrat će se raskinutim, te je Prodavatelj slobodan sačiniti novi za isto potraživanje i pod novim kupoprodajnim uvjetima.

Article 4.

Payment deadlines are considered an essential component/condition of this contract.

In case of non-fulfillment of the Buyer's obligation within the agreed deadlines, all in accordance with Article 3 of this Agreement, this Agreement will be considered terminated, and the Seller is free to make a new one for the same claim and under new terms of sale.

Članak 5.

Prodavatelj jamči Kupcu za postojanje potraživanja prema Dužniku, te jamči da ga nije prenio na druge osobe, kao i da ga neće prenijeti do dana upisa Kupca kao novog vjerovnika u skladu sa odredbama ovog Ugovora.

Article 5.

The Seller guarantees to the Buyer for the existence of a claim against the Debtor, and guarantees that he has not transferred it to other persons, as well as that he will not transfer it until the day of registration of the Buyer as a new creditor in accordance with the provisions of this Agreement.

~~DOMA~~ d.o.o.
Solih



Članak 6.

Sva prava koja Prodavatelj ima temeljem predmetnog potraživanja, a što uključuje i pravo na sporedna potraživanja (kao što je potraživanje zakonskih zateznih kamata) potpisom ovog Ugovora, a nakon što Prodavatelj primi kupoprodajnu cijenu u cijelosti, prenose se na Kupca.

Article 6.

All rights that the Seller has under the subject claim, which includes the right to ancillary claims (such as legal default interest claims) by signing this Agreement, and after the Seller receives the purchase price in full, are transferred to the Buyer.

Članak 7.

Prodavatelj se nakon primitka cjelokupnog iznosa kupoprodajne cijene određene člankom 3. ovog Ugovora obvezuje ovlastiti Kupca da isti, bez ikakve daljnje suglasnosti Prodavatelja, preuzima u potpunosti sva prava i obveze Prodavatelja i ulazi u pravni položaj koji on ima kao stečajni vjerovnik u stečajnom postupku prema Dužniku i svim trećim osobama, kao i da Kupac može u svoje ime i za svoj račun s tim pravima samostalno i neograničeno raspolagati, te da je Kupac ovlašten izvijestiti stečajnog suca Trgovačkog suda u Splitu i stečajnog upravitelja Dužnika (VII St-49/2001, St-17/2021) o prijenosu kupljenog potraživanja na Kupca.

Article 7.

Upon receipt of the full amount of the purchase price specified in Article 3 of this Agreement the Seller undertakes to authorize the Buyer to assume, without any further consent of the Seller, all rights and obligations of the Seller and enter the legal position he has as a bankruptcy creditor in bankruptcy proceedings against the Debtor and all third parties, as well as that the Buyer may independently and unlimitedly dispose of these rights in his own name and for his own account, and that the Buyer is authorized to report to the bankruptcy judge of the Commercial Court in Split and the Debtor's bankruptcy trustee (VII St-49/2001, St-17/2021) on the transfer of the purchased receivable to the Buyer.

~~TU DOMA~~ d.o.o.
Split



U svrhu osiguranja prava Kupca, Prodavatelj se obvezuje, na isti dan kada će Prodavatelj ovjeriti svoj potpis na ovom Ugovoru, ovjeriti IZJAVU sadržaja navedenog u prethodnom stavku ovog članka, ali istu izjavu Prodavatelj neće predati Kupcu dok Kupac ne ispuni svoju obvezu isplate ugovorene kupoprodajne cijene Prodavatelju u cijelosti.

Slijedom navedenog ugovorne strane su suglasne da će Prodavatelj o trošku Kupca na dan stupanja na snagu ovog Ugovora, deponirati predmetnu Izjavu kod istog javnog bilježnika u Splitu, kod kojeg će Kupac ovjeriti svoj potpis na ovom Ugovoru, a deponiranje će izvršiti odmah nakon ovjere potpisa Kupca. U javnobilježničkom zapisniku o deponiranju Prodavatelj će dati uputu javnom bilježniku da se isti javni bilježnik obvezuje predati predmetnu izjavu Kupcu odmah po traženju Kupca, a nakon što Kupac predoči javnom bilježniku izvornik dokaza da je uplatio cjelokupnu kupoprodajnu cijenu na račun Prodavatelja kako je to određeno člankom 3. ovog Ugovora, kao i uputu da se javni bilježnik obvezuje, ukoliko kupoprodajna cijena ne bude u cijelosti isplaćena Prodavatelju do dana 01. veljače 2022. godine, predmetnu IZJAVU predati /vratiti Prodavatelju.

TU DOMA d.o.o.
Soln

For the purpose of securing the rights of the Buyer, the Seller undertakes, on the same day when the Seller certifies his signature on this Agreement, to certify the STATEMENT of the content specified in the previous paragraph of this article, but the Seller will not submit the same statement to the Buyer until the Buyer To the seller in full.

Accordingly, the contracting parties agree that the Seller will, at the expense of the Buyer on the day of effectiveness of this Contract, deposit the STATEMENT in question with the same public notary in Split, and immediately submit proof of this to the Buyer. In the notary record, the Seller shall instruct the notary that the same notary undertakes to submit the statement to the Buyer immediately upon the Buyer's request, and after the Buyer presents to the notary the original proof that he has paid the full purchase price to the Seller's account as specified in Article 3. of this Agreement, as well as the instruction that the notary public undertakes, if the purchase price is not paid in full to the Seller by February 1, 2022, to submit / return the STATEMENT in question to the Seller.



Članak 8.

Ovaj Ugovor sačinjen je u 2 (dva) istovjetna primjerka, od kojih 1 (jedan) primjerak zadržava javni bilježnik, a 1 (jedan) primjerak zadržavaju stranke, te se Kupac obvezuje po ovjeri svoga potpisa na ovom Ugovoru sačiniti ovjerene preslike za obje ugovorne strane, te odmah po ovjeri svog potpisa predati Prodavatelju dvije ovjerene preslike predmetnog Ugovora.

Article 8.

This Agreement is made in 2 (two) identical copies, of which 1 (one) copy is kept by the notary public, and 1 (one) copy is kept by the parties, and the Buyer undertakes to make certified copies for both parties upon verification of his signature on this Agreement, and immediately after the verification of his signature, submit to the Seller two certified copies of the subject Agreement.

Članak 9.

Ugovorne strane suglasno ugovaraju da će sve nesporazume nastojati riješiti mirnim putem i dogovorno, te da će se u cijelosti pridržavati svih prava i obveza iz ovog Ugovora kao i iz ostalih pravnih poslova koji su vezani uz ovaj Ugovor. Ukoliko strane neće postići sporazumno rješenje, ugovaraju primjenu hrvatskog prava i nadležnost hrvatskih sudova i to stvarno nadležnog suda u Splitu.

Article 9.

The Contracting Parties agree that they will endeavor to resolve all disputes amicably and amicably, and that they will fully abide by all rights and obligations under this Agreement as well as from other legal matters related to this Agreement. If the parties do not reach an amicable solution, they agree on the application of Croatian law and the jurisdiction of Croatian courts, namely the court with real jurisdiction in Split.

TU DOMA d.o.o.

Solin



Sve izmjene i dopune ovog Ugovora, strane se obvezuju donijeti u pisanom obliku.

Ako bi za neku odredbu ovog Ugovora naknadno bilo utvrđeno da je ništetna, to neće imati učinak na ostale odredbe iz Ugovora i Ugovor u cijelosti ostaje valjan, s time da će ugovorne strane ništetnu odredbu zamijeniti valjanom, koja će u najvećoj mogućoj mjeri omogućiti ostvarivanje cilja koji se htio postići odredbom za koju je ustanovljeno da je ništetna.

Prodavatelj se obvezuje za slučaj potrebe Kupca, ukoliko nedostaje neka isprava, ovlaštenje ili ugovorna volja bez koje Kupac ne može u cijelosti realizirati ovaj pravni posao zaključiti aneks ovom Ugovoru.

Ovaj ugovor sastavljen je na engleskom i hrvatskom jeziku.

U slučaju spora vezanog uz sastav ili tumačenje, mjerodavna će biti verzija na hrvatskom jeziku.

Članak 10.

Ovaj Ugovor stupa na snagu danom ovjere potpisa ovlaštenih osoba obje ugovorne strane.

Stranke suglasno utvrđuju da svaka snosi svoje troškove ovjere ovog Ugovora pred javnim bilježnikom.

U znak prihvatanja prava i obveza iz ovog Ugovora stranke ga vlastoručno, odnosno po zakonskim zastupnicima potpisuju.

TU DOMA d.o.o.

Soln

All amendments to this Agreement the parties undertake to make in written form.

If a provision of this Agreement subsequently found to be null and void, it shall have no effect on the other provisions of the Agreement and the Agreement shall remain valid in its entirety, provided that the Contracting Parties replace the null and void provision with a valid one, which was intended to be achieved by a provision which was found to be null and void.

If the Buyer has difficulties in realising this Contract because the needed document, authorisation or will to stipulate is missing, the Seller agrees to negotiate an Annex to this Contract

This Contract is composed in English and Croatian language. In case of dispute related to composition and interpretation, applicable version is the Croatian one

Article 10.

This Agreement shall enter into force on the date of verification of the signatures of the authorized persons of both Contracting Parties.


The Parties agree that each shall bear its own costs of notarization of this Agreement before a notary public.

As a sign of acceptance of rights and obligations from this Agreement, the parties shall sign in their own handwriting, ie by their representatives.




PRODAVATELJ:

HAMERVATE LIMITED


Christiana Magniti
on behalf Of Hamervate Limited
Director of
ALETHEA MANAGEMENT LIMITED

SELLER:

HAMERVATE LIMITED


Christiana Magniti
on behalf Of Hamervate Limited
Director of
ALETHEA MANAGEMENT LIMITED


KUPAC:

TU DOMA d.o.o.

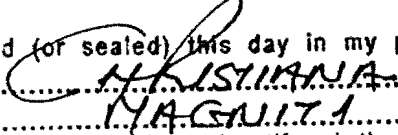

TU DOMA d.o.o.

BUYER:

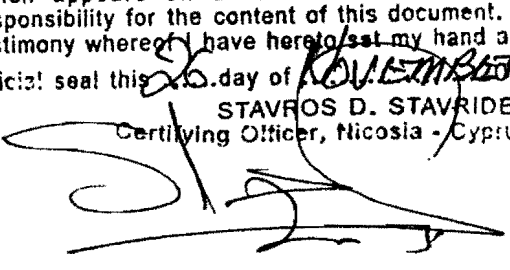
TU DOMA d.o.o.


TU DOMA Ltd.



Signed (or sealed) this day in my presence
by 

As the Certifying Officer, I certify only the signature
which appears on document and assume no
responsibility for the content of this document. In
testimony whereof I have hereunto set my hand and
office! seal this 26 day of NOVEMBER 2021


STAVROS D. STAVRIDES
Certifying Officer, Nicosia - Cyprus

This is to certify that the signature appearing above/overleaf is the signature of Mr. STAVROS D. STAVRIDES a Certifying Officer of Nicosia appointed by the Minister of the Interior of the Republic of Cyprus under the Certifying Officer Law 165(1)2012, to certify signatures and seals and that the seal opposite the said signature is that of the Certifying Officer of Nicosia. The District Officer certifies only the signature and the seal of the Certifying Officer and assumes no responsibility for the content of this document.

Nicosia - CYPRUS
Date 01 DEC 2021

SOULLA TZIONI
For District Officer Nicosia



APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: Cyprus

This public document

2. has been signed by Theognosia (Soulla) Tzoni

3. acting in the capacity for District Officer

4. bears the seal/stamp of District Administration of Nicosia, Ministry of Interior

Certified

5. at APOSTILLE - MIPO

6. the 01/12/2021

7. by Louiza Marathefti

8. No NIC MIPO-NIC 000343969/2021

9. Seal/stamp:

10. Signature:



For Permanent Secretary
Ministry of Justice and Public Order

20043248

Ja, javni bilježnik **Ilija Šarić**, Split, Hrvatske bratske zajednice 3a,
potvrđujem da je stranka:

MATKO MIJIĆ, OIB 91399918192, SPLIT, ANTUNA GUSTAVA MATOŠA 54, kao direktor TU
DOMA d.o.o., MBS 060439275, OIB 90494199385, Vranjic, Vranjički put 20/A, u mojoj
nazočnosti priznala potpis na pismenu kao svoj. Potpis na pismenu je istinit. Istovjetnost podnositelja
pismena utvrdio sam temeljem osobne iskaznice br. 113484721 PU Splitsko-dalmatinska, ovlaštenje
za zastupanje utvrđeno je uvidom u sudski registar elektroničkim putem na današnji dan.

Javnobilježnička pristojba za ovjeru po tar. br. 11. st. 4. ZJP naplaćena u iznosu 10,00 kn.
Javnobilježnička nagrada po čl. 19. st. 1. PPJT zaračunata u iznosu od 30,00 kn uvećana za PDV u
iznosu od 7,50 kn.

Broj: OV-6087/2021

Split, 14.12.2021.

Javni bilježnik
Ilija Šarić



za javnog bilježnika
javnobilježnička prisjednik
Marijana Paradžik



Ja, vršitelj dužnosti javnog bilježnika **Matijana Paradžik**, Split, Trg hrvatske bratske zajednice 3a, potvrđujem da je ovo preslika prednje izvorne isprave:

**UGOVOR O KUPOPRODAJI I PRIJENOSU POTRAŽIVANJA od 26.11.2021.godine-ovjeren
potpis prodavatelja u CERTIFYING OFFICER, CIPAR s APOSTILLE od 01.12.2021. te
ovjeren potpis kupca u ovom uredu 14.12.2021. pod poslovnim brojem OV-6087/2021**

Isprava čija se preslika ovjerava sastoji se od 13 stranica i ovjerava se u 1 primjerku. Podnositelj isprave je **MATKO MIJIĆ, OIB 91399918192, SPLIT, Antuna Gustava Matoša 54.**

Javnobilježnička pristojba za ovjeru po tar. br. 11. st. 1. ZJP naplaćena u iznosu 18,00 kn.

Javnobilježnička nagrada po čl. 17. PPJT zaračunata u iznosu od 230,00 kn uvećana za PDV u iznosu od 57,50 kn.

Broj: OV-707/2022

Split, 31.03.2022.



Vršitelj dužnosti javnog bilježnika
Matijana Paradžik

za javnog bilježnika
javnobilježnički savjetnik
Bariša Rajčić

