D-1

Ovaj prijevod sastoji se od
Listova: 9 / stranica: 9
Br. Ov-157/10
Datum: 22.11.2010.

Ovjereni prijevod izvornika na engleskom jeziku

Certified court interpreter for English language
Stalni sudski tumač za engleski jezik
mr. sc. Iva Špoljar Šarić
ZAGREB
Blagajska 33

06.08.2007

UGOVOR O ZAJMU

Ovaj je Ugovor sklopljen 6. kolovoza 2007. godine između:

NLB INTERFINANZ AG
sa sjedištem na adresi
Beethovenstrasse 48
CH – 8002 Zürich, Švicarska
(nadalje u tekstu: "Zajmodavac")

i

IMING d.o.o.
sa sjedištem na adresi
Put Vrbovnika bb
21311 Stobreč, Hrvatska
(nadalje u tekstu: "Zajmoprimac")
MBS: 060140988

1. ZAJAM

Prema nadalje sadržanim uvjetima i odredbama, Zajmodavac će dati zajam u CHF, a Zajmoprimac je suglasan prihvatiti takav zajam (nadalje u tekstu: "Zajam") bilo koji radni dan (kako je definirano niže) od datuma ovog Ugovora završno s 31. kolovoza 2008. godine (nadalje u tekstu: "Rok isplate") do ukupne neto glavnice koja ne prelazi iznos od

5.200.000,00 EUR u protuvrijednosti CHF
(slovima: pet milijuna dvjesto tisuća eura 00/100 u protuvrijednosti u švicarskim francima)

Radni dan (nadalje u tekstu: "Radni dan" je bilo koji dan kada se smiju provoditi takve devizne i mjenične transakcije između banaka u Splitu i Zürichu.

Devizni tečaj će odrediti banka remitent prije svakog datuma isplate.

2. ISPLATA

Zajmoprimac će koristiti sredstva zajma za:
- refinanciranje postojećih obveza prema MULTICONSULT LEASING ZAGREB i
- financiranje obnove i izgradnje „UPC PRIMOŠTEN"
te će se ista isplatiti u više obroka najkasnije zadnji dan Roka isplate.

Sva sredstva koja predstavljaju isplatu u svezi Zajma izvršit će se na račun koji odredi Zajmoprimac u svom isplatnom zahtjevu, koji će se izdati najmanje 7 (sedam) Radnih dana prije datuma isplate.

/potpisi/

Certified court interpreter for English language
Stalni sudski tumač za engleski jezik
mr. sc. Iva Špoljar Šarić
ZAGREB
Blagajska 33

Bez obzira na gore navedeno, u slučaju da Zajmoprimac zatraži isplatu direktno na račune dobavljača, ukoliko se navede više od 3 (tri) dobavljača, primijenit će se dodatna naknada za transakciju od 75,00 EUR po svakom dodatnom dobavljaču.

Protuvrijednost EUR iznosa u CHF koji stoga isplati Zajmodavac predstavljat će glavnicu Zajma temeljem ovog Ugovora te će datum takve isplate predstavljati datum isplate.

3. KAMATA

Kamata na sve iznose isplaćene i nepodmirene u svezi Zajma temeljem ovog Ugovora izračunat će se po stopi od 4,00% godišnje (četiri posto godišnje) tijekom varijabilnih 6 mjeseci CHF LIBOR zaokruženih na veću četvrtinu od jedan posto (nadalje u tekstu: „Kamatna stopa").

CHF LIBOR označava kamatnu stopu određenu za valutu CHF kao stopu za 6 (šesto)-mjesečne posudbe koja se pojavljuje na stranici ISDA (ili nasljedniku takve stranice) na Reutersovom ekranu koji objavljuje Reutersova Služba za nadzor novčanih kamatnih stopa, u ili oko 11.00 sati prema londonskom vremenu, dva radna dana prije svakog uzastopnog kamatnog razdoblja.

Ukoliko se takva stopa ne pojavi, Zajmoprimac i Zajmodavac će u dobroj vjeri započeti pregovore s obzirom za uspostavu zadovoljavajuće alternativne osnove za izračun kamate na neplaćeni iznos za relevantno kamatno razdoblje.

„Kamatno razdoblje" označava vremensko razdoblje za koje se kamata izračunava. Prvo Kamatno razdoblje započinje na datum isplate te završava zadnji dan razdoblja. Sljedeća Kamatna razdoblja započinju na dan nakon zadnjeg dana prethodnog Kamatnog razdoblja te završavaju zadnji dan 6 (šesto)-mjesečnog razdoblja koje slijedi nakon navedenog datuma.

Kamata će se izračunati na temelju jedne godine od 360 dana za stvarne protekle dane te će se plaćanje kamate vršiti bez odbitaka, kompenzacije ili protutražbine na zadnji dan svakog Kamatnog razdoblja do potpune otplate Zajma.

4. OTPLATA

Otplata svih isplaćenih, a nepodmirenih iznosa s obzirom na Zajam temeljem ovog Ugovora izvršit će se u stvarnim CHF bez odbitaka, kompenzacije ili protutražbine u 5 (pet) jednakih polugodišnjih obroka, pri čemu prvi obrok dospijeva na naplatu 12 (dvanaest) mjeseci nakon prve isplate.

Po potpunoj otplati svih iznosa isplativih temeljem ovog Ugovora o zajmu, završit će sredstvo osiguranje dobiveno temeljem ovog Ugovora te će Zajmodavac, na zahtjev i trošak Zajmoprimaca, vratiti sve izvršene originale Mjenica, skinuti sve neizvršene hipoteke ili zaloge te potpisati i dostaviti Zajmoprimcima one dokumente koje će Zajmoprimci opravdano zahtijevati kako bi se takav završetak dokazao.

U slučaju kašnjenja s otplatom dospjelog obroka i bilo kojeg drugog iznosa dospjelog temeljem ovog Ugovora, Zajmoprimac će Zajmodavcu isplatiti kamatu po stopi od 3,5% iznad kamatne stope ili stopa kako je definirano u članku 3. ovog Ugovora od datuma kada takav iznos bude dospio do datuma stvarne isplate istog.

/potpisi/

Certified court interpreter for English language
Stalni sudski tumač za engleski jezik
mr. sc. Iva Špoljar Šarić
ZAGREB
Blagajska 33

5. METODA PLAĆANJA

Sva plaćanja glavnice, kamata i ostalog temeljem ovog Ugovora vršit će se na odgovarajući dan dospijeća u CHF.

Ukoliko bilo koji iznos temeljem ovog Ugovora dospije na naplatu na dan koji nije Radni dan, ista će se izvršiti sljedeći uzastopni Radni dan te će se u skladu s time obračunati kamate i kreditna provizija, ukoliko ih bude, plative Zajmodavcu temeljem ovog Ugovora.

6. SREDSTVO OSIGURANJA – HIPOTEKA

Kao sredstvo osiguranja za svoje obveze prema Zajmodavcu temeljem Ugovora o zajmu, uključivši ali ne ograničeno na iste, u svezi otplate glavnice Zajma, izvršavanje redovitih isplata i kamata zbog kašnjenja isplate te svih drugih iznosa plativih temeljem ovog Ugovora o zajmu, Zajmoprimac će osigurati nastanak prve prioritetne hipoteke („hipoteka") nad Nekretninom I, II, III i druge prioritetne hipoteke („hipoteka") nad Nekretninom IV (kako je definirano niže) u korist Zajmodavca te će izričito dopustiti da se takva Hipoteka upiše u navedenu Zemljišnu knjigu u korist Zajmodavca.

<u>Hipoteka</u>

U svrhu ovog Ugovora, termin Nekretnina I označava nekretninu: označenu u zemljišnoj knjizi pod brojem 1114, upisanu u zemljišnu knjigu pod brojem 3648, podregistarski broj 1, katastarska općina Primošten. Zgrada i dvorište od 1.527 m².

U svrhu ovog Ugovora, termin Nekretnina II označava nekretninu: označenu u zemljišnoj knjizi pod brojem 1089, upisanu u zemljišnu knjigu pod brojem 5523, katastarska općina Donje Polje. Zgrada i dvorište od 550 m².

U svrhu ovog Ugovora, termin Nekretnina III označava nekretninu:
označenu u zemljišnoj knjizi pod brojem 3055/1, upisanu u zemljišnu knjigu pod brojem 3110, katastarska općina Donje Polje. Zemljište od 202 m²;
označenu u zemljišnoj knjizi pod brojem 3055/2, upisanu u zemljišnu knjigu pod brojem 3183, katastarska općina Donje Polje. Zemljište od 65 m²;
označenu u zemljišnoj knjizi pod brojem 3055/3, upisanu u zemljišnu knjigu pod brojem 4888, katastarska općina Donje Polje. Zemljište od 152 m²;
označenu u zemljišnoj knjizi pod brojem 3055/4, upisanu u zemljišnu knjigu pod brojem 4888, katastarska općina Donje Polje. Zemljište od 532 m²;
označenu u zemljišnoj knjizi pod brojem 3055/11, upisanu u zemljišnu knjigu pod brojem 4888, katastarska općina Donje Polje. Zemljište od 520 m²;
označenu u zemljišnoj knjizi pod brojem 3055/12, upisanu u zemljišnu knjigu pod brojem 4888, katastarska općina Donje Polje. Zemljište od 384 m².

U svrhu ovog Ugovora, termin Nekretnina IV označava nekretninu: označenu u zemljišnoj knjizi pod brojem 1562 (zgrada, 111 m²), 650 (vrt, 90 m²), 653 (vrt, 40 m²), 656/2 (pašnjak, 73 m²), 658 rt), upisanu u zemljišnu knjigu pod brojem 5092, katastarska općina Primošten.

govorne strane su suglasne da će, putem svojih pravnih zastupnika ili svojih propisno laštenih opunomoćenika, sklopiti Sporazum pred Javnim bilježnikom temeljem članka 269. vatskog Ovršnog zakona o utvrđivanju postojanja obveza Zajmoprimca prema Zajmodavcu eljem ovog Ugovora o zajmu te o njihovom sporazumu da će se takve obveze osigurati om Hipoteka u zemljišnoj knjizi te da se po pristanku Zajmoprimca, ukoliko njegove obveze

isi/

Certified court interpreter for English language
Stalni sudski tumač za engleski jezik
mr. sc. Iva Špoljar Šarić
ZAGREB
Blagajska 33

LG

temeljem ovog Ugovora o zajmu dospiju na naplatu i ostanu nepodmirene, može se tražiti ovrha za namirenje takvih obveza Zajmoprimca iz Nekretnine I, II, III i IV.

Ugovorne strane primaju na znanje da Sporazum sklopljen temeljem članka 6. ovog Ugovora ima djelotvornost izravne ovršnosti.

Uz gore navedeno, glavnica otplativa i kamata plativa temeljem Zajma temeljem ovog Ugovora dokazat će se s 3 (tri) mjenice s osobnim avalom vlasnika (nadalje u tekstu: „Mjenice"), izdane oblikom i sadržajem usklađene s Prilogom I ovog Ugovora. Datum dospijeća i iznos Mjenica ostavit će se prazan. Mjenice će se dostaviti Zajmodavcu kao Povjereniku zajedno s Pismom povjerenika (nadalje u tekstu: „Pismo povjerenika"), oblikom i sadržajem usklađenim s Prilogom II ovog Ugovora.

7. NAKNADE I TROŠKOVI

Zajmoprimac će Zajmodavcu platiti proviziju za uslugu po stopi od 1% (jedan posto) paušalno, izračunatu na iznosu Zajma tj. 52.000,00 EUR na njegov račun br. 1100-4922.370 (IBAN CH82 0070 0110 0049 2237 0) u banci Züricher Kantonalbank, Zürich, najkasnije tri radna dana u Zürichu prije prve isplate.

Provizija za uslugu može se odbiti pri prvoj isplati iz sredstava Zajma.

8. TROŠKOVI I POREZI

Sve isplate (bilo glavnice, kamata ili drugog) koje će Zajmoprimac izvršiti Zajmodavcu temeljem ovog Ugovora izvršit će se bez naplate bilo kakvih sadašnjih i budućih poreza, davanja, pristojbi, odbitaka ili drugih odbitaka bilo koje prirode koje Republika Hrvatska nametne sada ili ubuduće.

Sudske i sve druge troškove, u svezi ovog Ugovora, Hipoteka, kao i sve bankovne troškove i izdatke u svezi isplate i otplate Zajma, koje primjereno dokumentira Zajmodavac i/ili bilo koja druga strana uključena u pripremu gore navedenog, snosit će Zajmoprimac.

9. PREDUVJETI

Kako je određeno člankom 2. ovog Ugovora, sredstva Zajma će se koristiti u dvije različite svrhe te u nekoliko obroka. Prvi obrok (refinanciranje postojećih obveza) u iznosu od 3.500.000,00 EUR (riječima: tri milijuna pet tisuća eura) isplatit će se sedam (7) Radnih dana nakon što se ispune Preduvjeti br. 1; drugi dio zajma (za obnovu i završetak „UPC PRIMOŠTEN"), u iznosu od 1.700.000,00 EUR (riječima: jedan milijun sedam tisuća eura) isplatit će se u više obroka u roku od sedam (7) Radnih dana nakon što se ispune Preduvjeti br. 2.

9.1 Sljedeće predstavlja Prve preduvjete:

- Ovaj Ugovor, 3 (tri) mjenice i Pismo povjerenika koji su propisno potpisani od strane Zajmoprimca, a koje potpisnici Zajmoprimca potvrde u korist **Zajmodavca**,

/potpisi/

Certified court interpreter for English
Stalni sudski tumač za engleski jezik
mr. sc. Iva Špoljar Šarić
ZAGREB
Blagajska 33

- propisno potpisan Ugovor o zalogu i dokaz da su započete administrativne radnje za upis Hipoteka nad Nekretninama I, II, III i IV u odgovarajućoj zemljišnoj knjizi u korist Zajmodavca i svi relevantni dokumenti istog izdani u odgovarajućem zakonskom obliku i sadržaju,
- Potvrde potpisane od strane tvrtke Primošten d.d. koje potvrđuju njihov podređeni status u svezi potraživanja Zajmodavca u Zajmodavcu prihvatljivom obliku te potvrđene od strane pravnog zastupnika Zajmodavca,
- originalna procjena Nekretnina I, II, III i IV, koju izdaje nezavisni geodet dokazujući tržišnu vrijednost Nekretnine,
- sve ostale dokumente koje zatraži Zajmodavac i koji su ovdje dogovoreni u skladu s istim, ali ne ograničeno na isto, Hipoteka i Police osiguranja izrađene i dostavljene Zajmodavcu ili njegovim pravnom zastupniku(icima),
- pravno mišljenje izdano od strane pravnog zastupnika Zajmodavca, oblikom i sadržajem kako je priloženo u Prilogu IV ovog Ugovora,
- upis ovog Ugovora u središnju banku Hrvatske (Hrvatsku narodnu banku),
- dokumenti u svezi sa Zajmoprimcem, kao što je originalni izvadak iz Trgovačkog registra te originalni Uzorci potpisa, novija financijska izvješća i svi ostali takvi dokumenti koje Zajmodavac može opravdano zatražiti.

9.2 Sljedeće predstavlja Druge preduvjete:

- Usklađenost sa svim Prvim preduvjetima;
- Fakture za izvršene radove na Trgovačkom centru Primošten (UPC PRIMOŠTEN)

10. IZJAVE I JAMSTVA

Zajmoprimac ovim putem jamči i izjavljuje kako slijedi:

- Zajmoprimac je propisno osnovana tvrtka, koja valjano posluje te ima veliki ugled temeljem zakona u nadležnosti svog osnutka,
- Ovaj je Ugovor propisno ovlašten, potpisan i dostavljen od strane Zajmoprimca te predstavlja valjanu i pravno obvezujuću obvezu Zajmoprimca;
- niti na jednom sudu u Hrvatskoj ili drugdje ne vode se parnični postupci, tužbe ili postupci protiv Zajmoprimca koji bi mogli rezultirati bilo kakvom materijalno negativnom promjenom u sposobnosti Zajmoprimca da ispuni svoje obveze plaćanja temeljem ovog Ugovora;
- Zajmoprimac nije u propustu plaćanja ili izvršavanja bilo kakve obveze za posuđeni novac.

11. IZJAVE, JAMSTVA I ODREDBE U SVEZI HIPOTEKE

Zajmoprimac ovim putem jamči i izjavljuje kako slijedi:

(a) Zajmoprimac je jedini vlasnik Nekretnina I, II, III i IV koje nemaju nikakvih tereta,

(b) Zajmoprimac ima potpunu ovlast opteretiti Nekretninu I, II, III i IV na ovdje naveden način i oblik,

/potpisi/

Certified court interpreter for English language
Stalni sudski tumač za engleski jezik
mr. sc. Iva Špoljar Šarić
ZAGREB
Blagajska 33

(c) Nekretnina I, II, III i IV i bilo koja druga imovina izgrađena kao rezultat Projekta jest i bit će propisno osigurana sve do izvršenja svih njegovih obveza temeljem ovog Ugovora o zajmu kod ugledne osiguravajuće kuće(kuća) u Hrvatskoj protiv takvih rizika te u onoj mjeri koja je uobičajena u Hrvatskoj za takvu vrstu imovine, sve su premije osiguranja pravovremeno podmirene te nema nikakvih drugih činjenica ili okolnosti koje bi mogle ovlastiti gore navedene osiguravajuće kuće na raskid ili pobijanje temeljem takvih ugovora o osiguranju;

(d) ovisno o nastanku Hipoteke temeljem članka 6. ovog Ugovora, Hipoteka će biti i predstavljati valjano i izvršno založno pravo nad Nekretninom I, II, III i IV.

(e) ovisno o nastanku Hipoteke temeljem članka 6. ovog Ugovora, prava Zajmodavca temeljem ovog Ugovora imat će prioritet nad pravima bilo koje druge osobe s obzirom na Nekretninu I, II, III i IV.

Jamstva sadržana u ovom članku 11. smatrat će se ponovljenima svaki dan sve do potpune otplate svih obveza Zajmoprimca temeljem ovog Ugovora.

12. ODREDBE U SVEZI HIPOTEKE

Zajmoprimac ovim putem preuzima obvezu:

(a) da će osigurati da se Nekretnina I, II, III i IV održava i popravlja pažnjom dobrog upravitelja te da neće postati predmet materijalnih izmjena (osim uz pristanak Zajmodavca), propadanja ili uništavanja;

(b) da će Zajmodavca unaprijed pismeno obavijestiti o bilo kakvoj promjeni građevinskih radova s obzirom na Nekretninu I, II, III i IV;

(c) da će osigurati da se svi porezi, davanja i pristojbe u svezi Nekretnine I, II, III i IV u skladu s propisima na snazi s vremena na vrijeme plaćaju te da Zajmoprimac dobiva dokaze o istome;

(d) da će osigurati da Nekretnina I, II, III i IV svo vrijeme budu osigurane kod ugledne osiguravajuće kuće u Hrvatskoj („Osiguravajuća kuća") protiv takvih rizika te za stvarnu vrijednost Nekretnine I, II, III i IV kako je uobičajeno za imovinu takve vrste u Hrvatskoj („Osiguranja") te da se sve premije i ostali iznosi neophodni za izvršavanje i održavanje takvih Osiguranja („Premije") plaćaju kako i kad dospiju na naplatu te da će Zajmodavcu dostaviti police osiguranja za takva Osiguranja (nadalje pod zajedničkim nazivom „Polica osiguranja") i dokaze da su sve Premije pravovremeno podmirene. Ukoliko Premije ne budu pravovremeno podmirene, Zajmodavac može, ali nije obvezan na to, platiti takve Premije nakon čega će Zajmoprimac odmah po zahtjevu Zajmodavca podmiriti Zajmodavcu iznos(e) koje je platio Zajmodavac, zajedno s kamatom za zakašnjelo plaćanje po stopi definiranoj u članku 4. ovog Ugovora o zajmu.

Ugovorne strane su suglasne da se Polica osiguranja odobri u korist Zajmodavca te da će se o tome pravovremeno obavijestiti Osiguravajuća kuća, kao i da će se Zajmodavcu potvrditi primitak obavijesti o takvom odobrenju.
Bilo kakva sredstva koja plati Osiguravajuća kuća Zajmodavcu temeljem Police osiguranja primit će i zadržati Zajmodavac na zasebnom računu kojeg će otvoriti Zajmodavac („Račun za naplatu") te će ih Zajmodavac upotrijebiti za namirenje obveza Zajmoprimca temeljem Ugovora o zajmu, pod uvjetom da se uz pristanak Zajmodavca takva sredstva mogu koristiti za zamjenu ili popravak razorene i/ili uništene Nekretnine I, II, III i IV.

/potpisi/

Certified Court Interpreter for English language / Stalni sudski tumač za engleski jezik
mr. sc. Iva Špoljar Šarić
ZAGREB
Blagajska 33

(e) da će odmah obavijestiti Zajmoprimca o bilo kakvoj šteti na Nekretnini I, II, III i IV popravak koje se može tražiti od Osiguravajuće kuće temeljem ovdje navedenih osiguranja;

(f) da Zajmoprimac neće prodati, opteretiti ili na drugi način raspolagati Nekretninom I, II, III i IV bez prethodna pisana pristanka Zajmodavca;

(g) da će osigurati da se neće pokrenuti nikakvi parnični postupak koji bi mogao rezultirati smanjenjem vrijednosti Nekretnine I, II, III i IV osim uobičajenog gubitka vrijednosti zbog trošenja;

(h) da će u slučaju da, prema opravdanom mišljenju Zajmodavca, vrijednost Nekretnine I, II, III i IV ne bude jednaka najmanje 150% tada nepodmirenih obveza Zajmoprimca temeljem ovog Ugovora, pribaviti takvo dodatno sredstvo osiguranja u korist Zajmodavca koje Zajmodavac može opravdano zahtijevati; te

(i) da će platiti sve troškove, biljege, javnobilježničke, sudske i ostale takse i izdatke (uključujući opravdane odvjetničke troškove) vezane za nastanak i prestanak Hipoteke (uključujući odobrenje Police osiguranja).

13. SLUČAJEVI KRŠENJA UGOVORA

Svi iznosi nepodmireni temeljem ovog Ugovora uključivši kamate dospjet će na naplatu i biti odmah plativi Zajmodavcu od strane Zajmoprimca (i) ukoliko Zajmoprimac ne plati bilo koji obrok kamate ili glavnice ili druge obveze plative temeljem ovog Ugovora kada dospiju na naplatu te ukoliko se takvo kršenje ugovora ne ispravi u roku od 10 (deset) dana nakon datuma dospijeća ili (ii) ukoliko se bilo kakve izjave i jamstva dana temeljem ovog Ugovora o zajmu pokažu netočnima u bilo kojem materijalnom pogledu ili (iii) ukoliko Zajmoprimac postane nesolventan ili bankrotira ili nije u mogućnosti platiti svoje dugove kako isti stižu na naplatu ili izvršiti nagodbu s ili prenijeti u korist svog vjerovnika ili podnijeti zahtjev ili pristati ili prihvatiti imenovanje povjerenika ili primatelja svoje imovine ili značajnog dijela iste ili prestati ili prijetiti prestankom poslovanja ili ukoliko se donese naredba ili bezuvjetna odluka za likvidaciju Zajmoprimca ili za bilo kakav analogni postupak ili (iv) se pojavi materijalno negativna promjena u poslovanju, izgledima ili financijskom stanju Zajmoprimca ili (v) nastupi izvanredna situacija u svezi rizika ulaganja u zemlju Zajmoprimca, koja pruža opravdani temelj za zaključak, prema prosudbi Zajmodavca u dobroj vjeri, da Zajmoprimac neće, ili neće biti sposoban, izvršiti svoje obveze temeljem ovog Ugovora.

14. OTKAZ I RANIJA OTPLATA

U slučaju da Zajmoprimac iz bilo kojeg razloga otkaže Zajam u bilo kojem trenutku nakon 2. srpnja 2007. godine, što je datum pristanka Zajmoprimca čvrste kreditne ponude Zajmodavca, u tom slučaju je Zajmoprimac obvezan za plaćanje naknade za otkazivanje od 4.000,00 EUR (riječima: četiri tisuće eura) koja će se isplatiti, uz sve troškove i izdatke koje snese Zajmodavac u svezi pripreme Zajma, na račun Zajmodavca br. 499 / 08 003 439 00 (IBAN: DE3450080000034900) u banci Dresdner Bank AG, Frankfurt am Main, Njemačka u roku od 3 (tri) Radna dana nakon otkaza Ugovora o zajmu.

Nakon pisanja obavijesti o otkazu Zajmodavcu najmanje trideset Radnih dana unaprijed u kojoj se specificira iznos i datum ranije otplate, Zajmoprimac može ranije otplatiti zajam u cijelosti ili manjem dijelu koji je jednak iznosu minimalno jednog obroka glavnice Zajma te uplatom premije za raniju otplatu paušala od 4,0% (četiri posto) iznosa Zajma 3 (tri) Radna dana prije stvarne ranije otplate.

/potpisi/

Certified court interpreter for English language
Stalni sudski tumač za engleski jezik
mr. sc. Iva Špoljar Šarić
ZAGREB
Blagajska 33

15. MJERODAVNO PRAVO I NADLEŽNOST

Ovaj se Ugovor regulira i tumači u skladu sa zakonima Švicarske, koji također reguliraju svaku odluku vezanu za valjanost ove klauzule o izboru zakona.

U svezi bilo kakvog sudskog ili parničnog postupka koji proizlazi ili je u svezi s ovim Ugovorom, Zajmoprimac se podnosi nadležnosti Sudova u Zürichu 1.

Ništa u ovoj točki ne utječe ni na koje pravo koje Zajmodavac može inače imati na pokretanje bilo kakvog postupka u svezi ovog Ugovora protiv Zajmoprimca ili njegove imovine na sudovima nadležnosti te u svezi istog, u svrhu služenja pravnog postupka na bilo koji način dopušten zakonom.

Zajmoprimac je suglasan da, u slučaju da Zajmodavac pokrene sudskog ili parničnog postupka protiv njega ili njegove imovine u svezi ovog Ugovora, neće zahtijevati pravo imuniteta, te se ovim putem neopozivo odriče bilo kakvog takvog prava imuniteta koji on ili njegova imovina imaju ili mogu zahtijevati.

16. OBAVIJESTI

Sve obavijesti temeljem ovog Ugovora slat će se teleksom ili nekim drugim sredstvom u pisanom obliku na sljedeće adrese:

U slučaju Zajmoprimca:

IMING d.o.o.
Put Vrbovnika bb
21 311 Stobreć, Hrvatska
FAKS: + 385 22 219 536

U slučaju Zajmodavca:

NLB InterFinanz AG
Beethovenstrasse 48
8002 Zürich
Švicarska
FAKS: 00 41 44 2811390

17. JEZIK UGOVORA

Ovaj je Ugovor sklopljen u tri identična primjerka na engleskom jeziku.

18. RAZNO

Zajmoprimac može ustupiti svoja prava ili obveze temeljem ovog Ugovora bez prethodnog pisanog pristanka Zajmodavca.

Zajmodavac može u bilo kojem trenutku ustupiti svoja prava i obveze temeljem ovog Ugovora pod uvjetom prethodnog pisanog pristanka Zajmoprimca.

/potpisi/

Certified court interpreter for English
Stalni sudski tumač za engleski jezik
mr. sc. Iva Špoljar Šarić
ZAGREB
Blagajska 33

Zajmoprimac i Jamac primaju na znanje da zbog Federalnog zakona u Švicarskoj koji je stupio na snagu 31. ožujka 2000. godine zakon od Financijskih posrednika zahtijeva da ispune valjani dokument identifikacije svojih klijenata te da takve informacije u bilo kojem trenutku može provjeriti nadležna samoregulatorna organizacija.

Potvrđujući gore navedeno, Ugovorne strane sklopile su ovaj Ugovor na gore navedeni dan i godinu.

Zajmoprimac: IMING d.o.o.

od strane:

ime: Rustem Žogaj

funkcija: Direktor

/potpis i pečat tvrtke IMING/

Zajmodavac: NLB InterFinanz AG

od strane:	od strane:
/potpis/	***/potpis/***
ime: Gorazd Jančar	ime: Mateja Krpač
funkcija: Generalni direktor	funkcija: Zamjenik generalnog direktora

Ja, Iva Špoljar Šarić, stalni sudski tumač za engleski jezik, imenovana rješenjem predsjednika Županijskog suda u Zagrebu, broj 4 Su-528/10 od 10. lipnja 2010. potvrđujem da gornji prijevod potpuno odgovara izvorniku sastavljenom na engleskom jeziku.

Br. 157/10
Zagreb, 22. studenog 2010.

Certified court interpreter for English language
Stalni sudski tumač za engleski jezik
mr. sc. Iva Špoljar Šarić
ZAGREB
Blagajska 33

Certified court interpreter for English language
Stalni sudski tumač za engleski jezik
mr.sc. Iva Špoljar Šarić
ZAGREB
Blagajska 33

LOAN AGREEMENT

This Agreement is made on the day of 6 August, 2007 by and between:

NLB INTERFINANZ AG
whose registered office is at
Beethovenstrasse 48
CH - 8002 Zuerich, Switzerland
(hereinafter: the "Lender")

and

IMING d.o.o.
whose registered office is at
Put Vrbovnika bb
21311 Stobreč, Croatia
(hereinafter: the "Borrower")
MBS: 060140988

1. THE LOAN

Subject to the terms and conditions hereinafter contained, the Lender will make an CHF loan and the Borrower agrees to accept such loan (hereinafter: the "Loan") on any business day (as defined below) from the date hereof to and including 31 August, 2008 (hereinafter: the "Disbursement Period") up to an aggregate principal amount not exceeding the amount of

EUR 5'200'000.00 in CHF countervalue
(say: five million two hundred euros 00/100 in CHF countervalue)

A business day (hereinafter: the "Business day") shall be any day on which dealings in currencies and exchange between banks may be carried on in Split and Zuerich.

Exchange rate will be determined by the remitting bank before each disbursement date.

2. DISBURSEMENT

The proceeds of the Loan shall be used by the Borrower for:
- refinancing of existing liabilities towards MULTICONSULT LEASING ZAGREB and
- financing the refurbishment and construction of "UPC PRIMOŠTEN"
and shall be disbursed in several tranches not later than on the last day of the Disbursement Period.

All funds representing disbursements in respect of the Loan shall be made available to the account specified by the Borrower in his request for disbursement, which shall be made at least 7 (seven) Business Days prior to the disbursement date.

fu ff

Notwithstanding the above, should the Borrower request disbursement directly to the accounts of suppliers, if more than 3 (three) suppliers will be stated, an additional transaction fee of EUR 75,00 per such additional supplier will apply.

The CHF countervalue of EUR amounts thus paid by the Lender shall constitute the principal amount of the Loan under this Agreement and the date of such payment shall constitute the disbursement date.

3. INTEREST

Interest on all sums disbursed and outstanding in respect of the Loan under this Agreement, shall be calculated at the rate of 4.00% p.a. (four percent per annum) over variable 6 months CHF LIBOR rounded up to the higher quarter of one percent (hereinafter: the "Interest rate").

CHF LIBOR means the interest rate determined for CHF currency as the rate for 6 (six) months borrowings appearing on the ISDA page (or successor to such page) of Reuters's screen as published by Reuters Monitor Money Rates Service, on or about 11:00 a.m. London time, two business days before each consecutive interest period.

If such a rate does not appear the Borrower and the Lender shall enter into negotiations in good faith with a view to establishing a satisfactory alternative basis for computing interest on the outstanding amount for the relevant interest period.

"Interest Period" means a period of time for which the interest is calculated. The first Interest Period begins on the date of disbursement and ends on the last day of the 6 (six) months period. The following Interest Periods begin on the day following the last day of the preceding Interest Period and end on the last day of the 6(six) months period following the said date.

Interest shall be computed on the basis of a year of 360 days for actual days elapsed and the payment of interest shall be made without deduction, set-off or counterclaim on the last day of each Interest Period until full repayment of the Loan.

4. REPAYMENT

Repayment of all sums disbursed and outstanding in respect of the Loan under this Agreement shall be made in effective CHF without deduction or set-off or counterclaim in 5 (five) equal semi-annual instalments, the first instalment falling due 12 (twelve) months after the first disbursement.

Upon full repayment of any and all sums payable under this Loan Agreement, the security granted hereby shall terminate and the Lender will, at the request and expense of the Borrowers, return all executed original of the Promissory Notes, release any outstanding Mortgage or pledge and execute and deliver to the Borrowers such documents as the Borrowers shall reasonably request to evidence such termination.

In the event of delay in repayment of the due instalment and any other amount due hereunder, the Borrower shall pay to the Lender interest at the rate of 3.5% over the interest rate or rates as defined in Article 3 hereinabove from the date such sum becomes due until the date of actual payment of the same.

5. METHOD OF PAYMENT

All payments of principal, interest and others under this Agreement shall be made on the respective due date in CHF.
If any sum falls due under this Agreement on a day which is not a Business day then it shall be paid on the next succeeding Business day and interests and commitment fee, if any, payable to the Lender pursuant to this Agreement shall accrue accordingly.

6. SECURITY – MORTGAGE

As security for its obligations to the Lender under the Loan Agreement, including but not limited to those, relating to the repayment of principal of the Loan, payment of regular and delay payment interest and all other sums payable under the Loan Agreement, the Borrower will procure that the first priority mortgage ("hipoteka") over a Real Property I, II, III and second priority mortgage ("hipoteka") over a Real Property IV (as defined below) shall be created for the benefit of Lender and expressly allows for such Mortgage to be registered in the said Land Register of the benefit of the Lender.

Mortgage

For the purposes of this Agreement the term Real Property I means the real estate: marked in land register under number 1114, registered in land register under number 3648 sub register number 1, cadastral community Primošten. Building and yard 1`527 sq.m.

For the purposes of this Agreement the term Real Property II means the real estate: marked in land register under number 1089, registered in land register under number 5523, cadastral community Donje Polje. Building and yard 550 sq.m.

For the purposes of this Agreement the term Real Property III means the real estate:
marked in land register under number 3055/1, registered in land register under number 3110, cadastrial community Donje Polje. Land 202 sq.m.;
marked in land register under number 3055/2, registered in land register under number 3183, cadastrial community Donje Polje. Land 65 sq.m.;
marked in land register under number 3055/3, registered in land register under number 4888, cadastral community Donje Polje. Land 152 sq.m.;
marked in land register under number 3055/4, registered in land register under number 4888, cadastral community Donje Polje. Land 532 sq.m.;
marked in land register under number 3055/11, registered in land register under number 4888, cadastral community Donje Polje. Land 520 sq.m.;
marked in land register under number 3055/12, registered in land register under number 4888, cadastral community Donje Polje. Land 384 sq.m.

For the purposes of this Agreement the term Real Property IV means the real estate: marked in land register under number 1562 (building, 111 sq.m.), 650 (garden, 90 sq.m.), 653 (garden 40 sq.m.), 656/2 (pasture, 73 sq.m.), 658 (garden), registered in land register under number 5092, cadastral community Primošten.

The parties hereto agree that they shall enter, through their legal representatives or their duly authorised mandatory, into a Settlement before a Notary Public pursuant to Article 269 of the Croatian Law on Enforcement and Security (Ovršni zakon) on ascertainment of the existence of the Borrower's obligations to the Lender under this Loan Agreement and on their agreement that such obligations are to be secured by registering the Mortgages in the land register and on the Borrower's consent that, upon its obligations under the Loan Agreement becoming due and unpaid, the enforcement for the satisfaction of such Borrower's obligations may be sought from the Real Property I, II, III and IV.

The parties hereto acknowledge that the agreement made pursuant to Article 6 here of shall have the force and effect of direct enforceability.

In addition to the above the principal repayable and interest payable under the Loan pursuant to this Agreement shall be evidenced by 3 (three) promissory notes with personal aval of the owner (hereinafter: the "Promissory Notes"), issued in the form and substance in compliance with Exhibit I hereto. The maturity date and the amount of the Promissory Notes shall be left blank. The Promissory Notes shall be delivered to the Lender as Trustee together with a trustee letter (hereinafter: the "Trustee Letter") in the form and substance in compliance with Exhibit II hereto.

7. FEES AND EXPENSES

The Borrower shall pay to the Lender a commission fee at the rate of 1% (one percent) flat, calculated on the amount of the Loan i.e. EUR 52'000,00 to its account no. 1100-4922.370 (IBAN CH82 0070 0110 0049 2237 0) with Zürcher Kantonalbank, Zürich, not later than three Zürich banking days before the first disbursement.

The Commission fee can be deducted at first disbursement from the Loan proceeds.

8. COSTS AND TAXES

All payments (whether principal, interest of otherwise) to be made by the Borrower to the Lender pursuant to this Agreement shall be made free and clear of any present and future taxes, duties, levies, withholdings or other deductions of whatever nature now or hereafter imposed by the Republic of Croatia.

Legal and any other costs, related to this Agreement, the Mortgage, as well as all banking costs and charges related to the disbursement and repayment of the Loan, adequately documented by the Lender and/or any other party involved in the preparation of the above, shall be borne by the Borrower.

9. CONDITIONS PRECEDENT

As stipulated by the Section 2. hereof, the proceeds of the Loan shall be used for two different purposes and in several tranches. The first tranche (refinancing of existing liabilities) equalling to EUR 3'500'000,- (say: three million five hundred thousand EUR) shall be disbursed within seven (7) Business days after the Conditions Precedent No. 1 have been fulfilled; the second part of the loan (for refurbishment and completion "UPC PRIMOŠTEN"), equalling to EUR 1'700'000,- (say: one million seven hundred thousand EUR) shall be disbursed in several tranches within seven (7) Business days after the Conditions Precedent No. 2 have been fulfilled .

9.1 The following constitutes the First Conditions Precedent:

- this Agreement, 3 (three) promissory notes and Trustee Letter duly executed by the Borrower, with the Borrowers' signatories confirmed to the satisfaction of the Lender,

Zu R

- Pledge Agreement duly signed and the evidence that administrative action for registration of the Mortgages over the Real Property I,II,III,IV has been initiated in the respective land register for the benefit of the Lender and all relevant documents thereof issued in proper legal form and substance,
- Certificates signed by Primošten d.d. ~~and NIK d.o.o.~~ confirming their subordinated status to the claims of the Lender in the form acceptable to the Lender and confirmed by legal councel of the Lender,
- original appraisal of the Real Property I,II,III and IV, made by one independent surveyor evidencing market value of the Real Property,
- any other such document requested by the Lender and agreed herein in connection with, but not limited to, the Mortgage and Insurance Policies made and delivered to the Lender or its legal representative(s),
- a legal opinion issued by the legal counsel of the Borrower, in form and substance as Lender attached in Exibit IV hereto,
- registration of this Agreement with Central Bank of Croatia,
- documents related to the Borrower such as original extract from the Trade Register, and original Specimen Signatures, recent financial reports and any other such document that the Lender would reasonably require.

9.2 The following constitutes the Second Conditions Precedent:

- Compliance with the all of the First Conditions Precedent;
- Invoices for executed works on the Commercial Centre in Primošten (UPC PRIMOŠTEN)

10. REPRESENTATIONS AND WARRANTIES

The Borrower hereby warrants and represents as follows:

- the Borrower is a company duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation,
- this Agreement has been duly authorised, executed and delivered by the Borrower and constitutes a valid and legally binding obligation of the Borrower;
- there are no actions suits or proceedings against the Borrower before any court in Croatia or elsewhere which may result in any material adverse change in the ability of the Borrower to fulfil its payment obligations under this Agreement;
- the Borrower is not in default in payment or performance of any obligation for borrowed money.

11. REPRESENTATIONS, WARRANTIES AND COVENANTS RELATED TO THE MORTGAGE

The Borrower hereby warrants and represents as follows:

(a) the Borrower is the sole owner of the Real Property I, II, III and IV free and clear of any encumbrances,

(b) the Borrower has full power to encumber the Real Property I, II, III and IV in the manner and form set forth herein,

(c) the Real Property I, II, III and IV and any property constructed as a result of the Project is and will be properly insured until discharge of the all its obligations under this Loan Agreement with reputable insurance company(ies) in Croatia against such risks and to

fu R

such extent as is usual in Croatia for such type of asset, that all insurance premiums have been duly paid and that no other facts or circumstances exist might entitle the insurance company(ies) referred to above to terminate or raise any defences under such insurance contracts;

(d) subject to the creation of the Mortgage pursuant to Article 6. hereof, the Mortgage will be and represent a valid and enforceable lien ("zastavna pravica na nepremičninah") over the Real Property I,II, III and IV.

(e) subject to the creation of the Mortgage pursuant to Article 6. hereof, the rights of the Lender under this Agreement will have priority over the rights of any other person with respect to the Real Property I, II, III and IV.

The representations contained in this Article 11 shall be deemed to be repeated on each day until the repayment in full of all obligations of the Borrower hereunder.

12. COVENANTS RELATED TO THE MORTGAGE

The Borrower hereby undertakes:

(a) that it will procure that the Real Property I,II, III, IV will be maintained and repaired with the care of a good manager and not made subject material alteration (except with the consent of the Lender), waste or demolition;

(b) that it will inform the Lender in advance in writing of any change in the construction works with respect to the Real Property I,II, III and IV;

(c) that it will procure that all taxes, levies and duties on or with respect to the Real Property I,II, III and IV in accordance with the regulations in force from time to time will be paid and that the Lender will receive the evidence thereof;

(d) that it will ensure that the Real Property I, II, III and IV will be at all times insured with reputable insurance company in Croatia (the "Insurance Company") against such risks and for the actual value of the Real Property I, II, III and IV as is normal for the assets of such type in Croatia (the "Insurances") and that all premiums and other amounts necessary for effecting and maintaining such Insurances (the "Premiums") will be paid as and when they become due and will provide the Lender with the insurance policy(ies) for such Insurances (hereinafter collectively, the "Insurance Policy") and evidence that all Premiums have been duly paid. If the Premiums are not paid in due time, the Lender may, but shall not be obliged, to pay such Premiums whereupon the Borrower shall immediately upon demand by the Lender pay to the Lender the amount(s) so paid by the Lender, together with the late payment interest at the rate, defined in the Article 4 of this Loan Agreement.

The parties hereto agree that the Insurance Policy shall be endorsed in favour of and for the benefit of the Lender and that the Insurance Company will be duly notified, and will acknowledge to the Lender the receipt of the notice, of such endorsement.
Any proceeds paid by the Insurance Company to the Lender under the Insurance Policy shall be received and held by the Lender on a separate account to be opened by the Lender (the "Collection Account") and applied by the Lender towards satisfaction of the Borrower's obligations under the Loan Agreement, provided that with the Lender's consent such proceeds may be used for replacement or repair of destructed and/or damaged Real Property I, II, III and IV.

(e) that it will inform the Lender immediately upon any damage on the Real Property I, II, III and IV the reparation of which may be claimed from the Insurance Company under the insurances, mentioned herein;

(f) that the Borrower will not sell, encumbrance or otherwise dispose of the Real Property I, II, III and IV without the Lender's prior written consent;

(g) that it will ensure that no action will be taken which would result in the decrease of the value of the Real Property I, II, III and IV other than regular wear and tear;

(h) that in the event that, in the reasonable opinion of the Lender, the value of the Real Property I, II, III and IV fails to be equivalent to at least 150% of the then outstanding obligations of the Borrower hereunder, to create such additional security for the benefit of the Lender as the Lender may reasonably request; and

(i) to pay all costs, stamp duties, notary, court or other fees and charges (including reasonable legal fees) with respect to the creation and discharge of the Mortgage (including endorsement of the Insurance Policy).

13. EVENTS OF DEFAULT

All amounts outstanding under this Agreement including interest shall become due and immediately payable by the Borrower to the Lender (i) if the Borrower shall fail to pay when due any instalment of interest or principal or other obligations payable pursuant to this Agreement and such default shall not have been remedied within 10 (ten) days after the due date or (ii) if any representations and warranties made in this Loan Agreement shall prove incorrect in any material respect or (iii) if the Borrower becomes insolvent or bankrupt or unable to pay its debts as they mature or make any composition with or assignment for the benefit of his creditor or apply for or consent to or sustain appointment of a trustee or receiver in respect of his assets or a substantial part thereof or cease or threaten to cease to carry on business or if an order is made or an effective resolution is passed for winding up of the Borrower or for any analogous proceeding or (iv) if a material adverse change occurs in the business, prospects or financial condition of the Borrower or (v) an extraordinary situation shall have arisen concerning the sovereign risk of the Borrower's country, which gives reasonable grounds to conclude, in the good faith judgement of the Lender, that the Borrower will not, or will not be able to perform their obligations under this Agreement.

14. CANCELLATION AND PREPAYMENT

Should the Borrower for any reason whatsoever cancel the Loan at any time after 2 July, 2007, which is the date of the Borrower's acceptance of the Lender's firm credit offer, then and in such case the Borrower is liable for the payment of the cancellation fee of EUR 4.000,- (say: four thousand EUR) which shall be paid, in addition to all the costs and expenses incurred by the Lender in connection with the preparation of the Loan, to the Lender's account no. 499 / 08 003 439 00 (IBAN: DE34500800000800343900) with Dresdner Bank AG, Frankfurt am Main, Germany within 3 (three) Business Days following the cancellation of the Loan arrangement.

Upon at least thirty Business days written notice to the Lender specifying the amount and the date of prepayment, the Borrower may prepay the loan in whole or in a lesser amount equal to the amount of minimum one instalment of principal of the Loan and by paying 3 (three) Business days before actual prepayment, a prepayment premium of 4.0% (four percent) flat of the Loan amount.

15. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the Laws of Switzerland, which shall also govern any decision as to the validity of this choice-of-law clause.

In relation to any legal action or proceeding out of or in connection with this Agreement the Borrower submits to the jurisdiction of the Courts of Zurich 1.

Nothing in this point shall effect any right that the Lender may otherwise have to bring any action or proceedings relating to this Agreement against the Borrower or its property in courts of any jurisdiction and in connection therewith, to serve legal process in any manner permitted by law.

The Borrower agrees that should the Lender bring legal action or proceedings against it or its assets in relation with this Agreement it will claim no immunity, hereby irrevocably waiving any such right of immunity which it or its assets has or may acquire.

16. NOTICES

All communications under this Agreement shall be made by telex or other otherwise in writing to the following addresses:

in case of the Borrower:

IMING d.o.o.
Put Vrbovnika bb
21 311 Stobreć, Croatia
FAX: + 385 22 219 536

in case of the Lender:

NLB InterFinanz AG
Beethovenstrasse 48
8002 Zuerich
Switzerland
FAX: 00 41 44 2811390

17. LANGUAGE OF THE AGREEMENT

This Agreement is made in three identical copies in English Language.

18. MISCELLANEOUS

The Borrower may not assign its rights or obligations hereunder without prior written consent of the Lender.

The Lender may at any time assign its rights and benefits hereunder subject to prior written notice to the Borrower.

The Borrower and the Guarantor acknowledge that due to a Federal Law in Switzerland effective as from 31 March 2000 Finance Intermediaries are required by law to file a valid

Ju R

document of identification on their clients and that such information can be inspected by the competent self-regulatory organisation at any time.

In witness thereof, the parties hereto have entered into this Agreement on the day and year first above written.

Borrower: **IMING d.o.o.**

by:

name: Rustem Žogaj

title: Director

IMING d.o.o.
STOBREČ, Put Vrbovnika bb

Lender: **NLB InterFinanz AG**

by:	by:
name: Gorazd Jančar	name: Mateja Krpač
title: Managing Director	title: Deputy Managin Director

EXHIBIT I - FORM OF PROMISSORY NOTE

PROMISSORY NOTE

No. .../003

Stobreć, August 6, 2007

effective CHF..........................

At/on .... for value received, we promise to pay against this promissory note to the order of NLB InterFinanz AG, Beethoven str. 48, Zurich the sum of

CHF

effective payment to be made in CHF, without deduction for and free of any present or future taxes, impost, levies or duties of any nature including but not limited to set-off or counterclaim to NLB InterFinanz AG.

This promissory note is payable at NLB InterFinanz AG.

Notice of dishonour, protest and notice of protests are hereby expressly waived.

This promissory note shall be governed by and construed in accordance with the laws of Switzerland and submits to the non-exclusive jurisdiction of Zurich 1.

FOR AND ON BEHALF OF:

IMING d.o.o.

IMING d.o.o.
...STOBREČ, Put Vrboranika bb.......

PER AVAL
Rustem Zogaj
Obala Španja Roka 24
Brodarica
Identification number: 0801971370044

EXHIBIT II - FORM OF TRUSTEE LETTER

TRUSTEE LETTER

To: NLB InterFinanz AG 6 August, 2007

We hereby irrevocably appoint you on the following terms and conditions as our trustee to hold in safe custody and deal on our behalf with the attached set of 3 (three) promissory notes (hereinafter the Promissory Note) which we have duly made in accordance with the terms of the Loan Agreement dated August 6, 2007 ("the Agreement").

The expressions used herein shall have the meanings ascribed to them in the Agreement.

The disbursement being completed, you shall be authorised to release in case of non-payment of the interest and/or principal instalments as per the Agreement, the Promissory Note issued to the order of NLB InterFinanz AG, Beethovenstrasse 48, CH-8002 Zürich by inserting the following details:

1. the maturity date, being the date for the repayment of all outstanding and unpaid principal instalments plus interest, such a date to be chosen by the Lender;
2. the face value of the Promissory Note being maximum of the total outstanding and unpaid amount of the Loan under the Agreement plus interest as per Article 3 of the Agreement plus, if applicable, interest for late payment and any other expenses incurred by the Lender directly or indirectly in connection with the Agreement in accordance with the terms of the Agreement;

You shall advise us of the released Promissory Note by sending us copies. You shall return to us any promissory note which is cancelled. The promissory notes are freely assignable.

Please accept your appointment as our Trustee and signify your agreement to the terms and to your duties herein by duly accepting a copy of this letter and returning it to us.

The terms of the Agreement concerning governing law and jurisdiction apply to this letter as well. The instructions contained in this letter are irrevocable and can be modified only by joint written agreement of ourselves and yourselves. We also confirm and certify that the attached Promissory Note has been duly made and signed by persons duly authorised to sign the Promissory Note on our behalf, and that it is legally valid Promissory Note enforceable against us.

Yours faithfully,

for and on behalf of

IMING d.o.o.

IMING d.o.o.
STOBREČ, Put Vrbovnika bb

....

We hereby accept our appointment as your trustee in accordance with the terms and conditions of your Trustee Letter dated August 6, 2007 of which the above is a copy.

For and on behalf of
NLB InterFinanz AG

fu