

Obrazac 3.

FINANCIJSKA AGENCIJA

OIB: 85821130368

Ulica grada Vukovara 70, 10000 ZAGREB

(adresa nadležne jedinice)

FINANCIJSKA AGENCIJA
ODSJEK ZA PRIJEM, EVIDENTIRANJE
I POHRANU OSNOVA ZA PLAĆANJE
Z A G R E B 2

15 -09- 2025

PREDSTEČAJNE NAGODBE
PRIMANJE I OTPREMA POŠTE

KLASA:

UR. BROJ:

Nadležni trgovački sud: **Trgovačkog suda u Zagrebu**

Poslovni broj spisa: **St-1598/2025**

PRIJAVA TRAZBINE VJEROVNIKA U PREDSTEČAJNOM POSTUPKU

PODACI O VJEROVNIKU:

Ime i prezime / tvrtka ili naziv: **TAB.B.V.**

OIB **61231014428**

Adresa / sjedište **Nizozemska, Amsterdam, Jan Van Goyenkade 8**

PODACI O DUŽNIKU:

Ime i prezime / tvrtka ili naziv: **ISTO Grupa d.d.**

OIB **78777734730**

Adresa / sjedište **Ulica Nikole Tesle 10, 10000 Zagreb**

PODACI O TRAZBINI:

Pravna osnova tražbine (npr. ugovor, odluka suda ili drugog tijela, ako je u tijeku sudski postupak oznaku spisa i naznaku suda kod kojeg se postupak vodi)

Sporazum (Agreement) od 15.05.2014.

Iznos dospjele tražbine **14,436,972.95 (EUR)**

Glavnica **7.800.000,00 (EUR)**

Kamate **6,636,972.95 (EUR)**

Iznos tražbine koja dopijeva nakon otvaranja predstečajnog postupka
(EUR)

Dokaz o postojanju tražbine (npr. račun, izvadak iz poslovnih knjiga)

Sporazum od 15.05.2014., potvrda dužnika, obračun kamata

Vjerovnik raspolaže ovršnom ispravom DA / NE za iznos _____(EUR)

PODACI O RAZLUČNOM PRAVU:

Pravna osnova razlučnog prava

Dio imovine na koji se odnosi razlučno pravo

Iznos tražbine _____ (kn)

Razlučni vjerovnik odriče se prava na odvojeno namirenje ODRIČEM / NE ODRIČEM

Razlučni vjerovnik pristaje da se odgodi namirenje iz predmeta na koji se odnosi njegovo razlučno pravo radi provedbe plana restrukturiranja PRISTAJEM / NE PRISTAJEM

PODACI O IZLUČNOM PRAVU:

Pravna osnova izlučnog prava

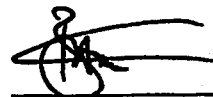
Dio imovine na koji se odnosi izlučno pravo

Izlučni vjerovnik pristaje da se izdvoji predmet na koji se odnosi njegovo izlučno pravo radi provedbe plana restrukturiranja PRISTAJEM / NE PRISTAJEM

Mjesto i datum

Potpis vjerovnika

Amsterdam, 08.09.2025



INDUSTROGRADNJA GRUPA d.d., a company duly organized under the laws of Croatia, registered with the court registry of the Commercial court in Zagreb under the reference number (MBS): 080022369, personal identification number (OIB): 19751350811, with its registered seat at the address Kennedyjev trg 2, Zagreb, HR – Croatia ("**INDUSTROGRADNJA**");

and

TAB B.V., a company duly organized under the laws of Netherlands, registered with trade register of the Chamber of Commerce for Amsterdam under no. 09091359, personal identification number (OIB): 61231014428, with its registered seat at the address Jan van Goyenkade 8, 1075 HP Amsterdam, Netherlands ("**TAB**")

INDUSTROGRADNJA and **TAB**, jointly referred to as the "**Parties**", have on May 19th, 2014 entered into the following Agreement (the "**Agreement**");

Article 1

1. **INDUSTROGRADNJA** hereby declares that it is the sole owner of the real estate, respectively land plot 1007/1 Cad. Munc. BLATO NOVO entered into the folder 2622 Cad. Munc. BLATO NOVO of the land registry kept by the Municipal Court in Zagreb in nature Hotel "B" category in Zagreb, Remetinec (HOTEL "B" KATEGORIJE U ZAGREBU NASELJE REMETINEC) of 23,405 m² (the "**Real Estate**"). The official active land registry excerpt for the Real Estate is enclosed hereto as *Schedule 1*.
2. The Real Estate has a number of encumbrances on the date of this Agreement registered in the land registry, including charges by TILJA D.O.O. and AMIR RAOOF FARAJ, which two charges are collectively referred to in this Agreement as the "**Specific Encumbrances**".
3. **INDUSTROGRADNJA** concluded a pre-bankruptcy settlement (the "**PBS**") with its creditors on January 20, 2014. In accordance with the PBS, **INDUSTROGRADNJA**'s creditors received shares in **INDUSTROGRADNJA**, each with a nominal value of HRK 1,000, all issued in immaterialized form and recorded as such within the computer system of Croatian Central Depository and Clearing Company (Središnje depozitarno kliriško društvo d.d.) ("**SKDD**") under the ticker INDG-R-B. In accordance with **INDUSTROGRADNJA**' Board's decision following the PBS, INDG-R-B shares have a right to be exchanged by their holder for assets of **INDUSTROGRADNJA**.
4. **TAB** hereby declares that it is the sole owner and the beneficiary of 48,182 INDG-R-B shares which have been deposited in **TAB**'s account of immaterialized securities as "free ownership position" (the "**Shares**") at SKDD (account number 9177612).
5. **TAB** hereby declares and **INDUSTROGRADNJA** hereby confirms that **TAB** holds a claim against **INDUSTROGRADNJA NEKRETNINE d.o.o.**, a 100% subsidiary of **INDUSTROGRADNJA** and a company duly organized under the laws of Croatia, registered with the court registry of the Commercial court in Zagreb under the reference number (MBS): 080646062, personal identification number (OIB): 55713556812, ("**INDUSTROGRADNJA NEKRETNINE**") in the amount of HRK 15,198,805 arising out of the loan agreement executed on December 28, 2010 (together with later amendments) and confirmed and agreed by the PBS. In accordance with the PBS, the loan can be repaid by **INDUSTROGRADNJA**, as a guarantor, by the issue of 13,298 INDG-R-B shares (the "**Additional Shares**").

Article 2

6. INDUSTROGRADNJA hereby agrees and undertakes to sell the Real Estate to TAB and TAB hereby agrees and undertakes to buy the Real Estate from INDUSTROGRADNJA for the purchase price of HRK 87,500,000 ("Real Estate Purchase Price").
7. INDUSTROGRADNJA hereby agrees and undertakes to deliver possession of the Real Estate to TAB on August 15th, 2014 (the "Closing Day").
8. The Real Estate is to be handed over with vacant possession and free of the Specific Encumbrances on the Closing Day.

Article 3

9. The Parties agree that TAB is to pay to INDUSTROGRADNJA the Real Estate Purchase Price in two instalments:
 - 70% of the Real Estate Purchase Price (the "First Installment", equal to HRK 61,250,00) simultaneously with the execution of this Agreement; and
 - 30% (the "Second Installment", equal to HRK 26,250,00) on the Closing Day.
10. TAB hereby agrees and undertakes to pay and INDUSTROGRADNJA hereby agrees and undertakes to receive the First Instalment by paying with the Shares and giving up its rights to receive the Additional Shares. Simultaneously with the execution of this Agreement, the Parties shall execute a transfer agreement for the Shares in the form enclosed hereto as *Schedule 2*. The Parties agree that the First Installment will not be refundable to TAB by INDUSTROGRADNJA.
11. TAB hereby agrees and undertakes to pay and INDUSTROGRADNJA hereby agrees and undertakes to receive the Second Installment by way of a bank transfer to a bank account nominated by INDUSTROGRADNJA no less than 7 days prior to the Closing Date. Simultaneous with the payment of the Second Installment, the Parties shall execute a transfer agreement for the Real Estate in a form customary and usual for such transfers.

Article 4

12. INDUSTROGRADNJA shall pay EUR 7,800,000 to TAB in the event that TAB does not receive vacant possession of the Real Estate and evidence that the Specific Encumbrances are to be removed from the land registry by the Closing Day (the "Damages").
13. For avoidance of doubt, the evidence required to support the removal of the Specific Encumbrances are filings to the land registry by all third parties holding claims against the Real Estate and electronic confirmation of their filing with the land registry on or prior to the Closing Date.
14. INDUSTROGRADNJA shall pay the Damages in eight quarterly installments of EUR 975,000 each commencing on December 31, 2014. The Damages will bear interest at a rate of 8% per annum for the outstanding amount at the beginning of each quarter starting from the Closing Day. The payment schedule is set out hereto as *Schedule 3*.
15. The Damages are to be secured with eight transferable bills of exchange ("obična zadužnica") duly solemnized by a public notary in Croatia and issued by INDUSTROGRADNJA simultaneously with signing of this Agreement in favour of TAB. Each bill of exchange will be for an amount due and on a date in accordance with the amounts set out in *Schedule 3*.

16. In the event that the Specific Encumbrances are removed from the land registry after the Closing Date and that the Real Estate is sold, TAB will be entitled to accelerate the payment of the Damages that have not yet been paid.

Article 5

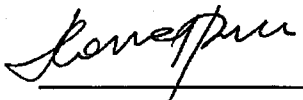
17. INDUSTROGRADNJA warrants it has all requisite approvals and authorities to enter into this Agreement.

Article 6

18. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
19. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).
20. Each Party shall be responsible for its own legal costs in connection with the preparation of this Agreement. TAB shall be responsible for any stamp duty and any other related taxes that may that may be payable on the transfer of the Real Estate.

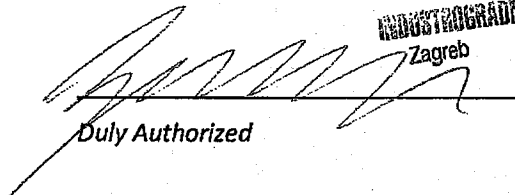
This Agreement has been entered into on the date stated at the beginning of it.

On behalf of **TAB B.V.**
Name:



Duly Authorized

On behalf of **INDUSTROGRADNJA GRUPA d.d.**
Name:



Duly Authorized

INDUSTROGRADNJA GRUPA d.d.
Zagreb

Schedules:

- Schedule 1 Extract from Land Registry
- Schedule 2 Form of Shares Transfer Agreement
- Schedule 3 Damages – Payment Schedule

TAB B.V., sa sjedištem u Jan van Goyenkade 8, 1075 HP Amsterdam, Nizozemska, upisano u Trgovačke komore Amsterdam pod brojem 09091359, OIB: 61231014428, koje zastupa DANIEL BROL, (dalje u tekstu „Prenositelj“)

i

INDUSTROGRADNJA GRUPA d.d., sa sjedištem u Zagrebu, Kennedyjev trg 2, upisano u sudski registar Trgovačkog suda u Zagrebu, pod brojem 080022369, OIB: 19751350811, koje zastupa Adam Henry Teeger, predsjednik uprave (dalje u tekstu „Stjecatelj“) (Prenositelj i Stjecatelj zajedno „Ugovorne strane“)

sklopili su dana 19. svibnja 2014. godine sljedeći

**UGOVOR O PRIJENOSU DIONICA DIONIČKOG DRUŠTVA
INDUSTROGRADNJA GRUPA d.d.
(„Ugovor“)**

Članak 1.

Društvo **INDUSTROGRADNJA GRUPA** dioničko društvo, sa sjedištem u Zagrebu, Kennedyjev trg 2, upisano je u sudski registar Trgovačkog suda u Zagrebu, (MBS: 080022369, OIB: 19751350811) (dalje u tekstu „Društvo“), s ukupnim upisanim temeljnim kapitalom u iznosu od 550.100.000,00 kuna koji je podijeljen na 452.400 redovnih dionica na ime, svaka nominalne vrijednosti od 1.000,00 kuna, oznake INDG-R-A, ISIN: HRINDGRA0007 i 97.700 redovnih dionica na ime, svaka nominalne vrijednosti od 1.000,00 kuna, oznake INDG-R-B, ISIN: HRINDGRB0006.

Članak 2.

Prenositelj je zakoniti i upisani vlasnik i imatelj 48.182 redovnih dionica Društva, koje glase na ime, oznake INDG-R-B, ISIN: HRINDGRB0006, nominalne vrijednosti 1.000,00 kuna po dionici i ukupne nominalne vrijednosti 48.182.000,00 kuna, koje predstavljaju i čine 8,75% od ukupnog temeljnog kapitala Društva, a koje dionice su registrirane na računu Prenositelja, koji se vodi kod Središnjeg klirinškog depozitarnog društva d.d., a koje Dionice se nalaze na vlasničkoj poziciji – slobodnoj poziciji/otplaćeno (dalje u tekstu: „Dionice“).

Članak 3.

Ovim Ugovorom Prenositelj prenosi Stjecatelju, a Stjecatelj prihvata prijenos i stječe od Prenositelja Dionice, tj. 48.182 redovnih dionica Društva, koje glase na ime, oznake INDG-R-B, ISIN: HRINDGRB0006, nominalne vrijednosti 1.000,00 kuna po dionici i ukupne nominalne vrijednosti 48.182.000,00 kuna, koje predstavljaju i čine 8,75% od ukupnog temeljnog kapitala Društva, a koje dionice su registrirane na računu Prenositelja, koji se vodi kod Središnjeg klirinškog depozitarnog društva d.d., a koje Dionice se nalaze na vlasničkoj poziciji – slobodnoj poziciji/otplaćeno.

Članak 4.

Stranke su suglasne da se sve Dionice prenose sa svim pravima koja im pripadaju.

Za svrhu ovog Ugovora, te prava i obveza Stranaka, prijenos vlasništva nad Dionicama sa Prenositelja na Stjecatelja, zajedno sa svim pravnim i ekonomskim pravima vezanim za Dionice, stvarat će pravne učinke na dan upisa prijenosa Dionica s imena i računa Prenositelja na ime i račun Stjecatelja pri Središnjem klirinškom depozitarnom društvu d.d.

Članak 5.

Prenositelj ovime, na temelju ovog Ugovora, neopozivo dozvoljava Stjecatelju upis prijenosa svih Dionica koje su predmet ovog Ugovora kod Središnjeg klirinškog depozitarnog društva d.d. s imena i računa Prenositelja na ime i račun Stjecatelja, bez ikakvih daljnjih suglasnosti ili odobrenja Prenositelja.

Članak 6.

U slučaju bilo kojeg spora koji bi mogao proistići iz ovog Ugovora, Stranke ugovaraju nadležnost stvarno nadležnog suda u Zagrebu.

Članak 7.

Ovaj Ugovor sačinjen je u 4 (četiri) jednaka primjerka.

Prenositelj

Stjecatelj

TAB B.V.

INDUSTROGRADNJA GRUPA d.d.

Daniel Brol
punomoćnik

Adam H. Teeger
predsjednik Uprave

Closing Day: 15/08/2014
Damages: 7,800,000
Interest rate: 8.0%

Instalment Number	Interest EUR	Principal EUR	Amount Payable EUR	Due Date
1	235,923	975,000	1,210,923	31/12/2014
2	134,630	975,000	1,109,630	31/03/2015
3	116,679	975,000	1,091,679	30/06/2015
4	98,301	975,000	1,073,301	30/09/2015
5	78,641	975,000	1,053,641	31/12/2015
6	58,340	975,000	1,033,340	31/03/2016
7	38,893	975,000	1,013,893	30/06/2016
8	19,660	975,000	994,660	30/09/2016
		7,800,000	8,581,068	



ISTO Grupa d.d.
Varaždin, A. Šenoe 4-6

April 10, 2025

TAB B.V.
Jan van Goyenkade 8
1075 HP Amsterdam
The Netherlands

Attention: Baruch Levin
By email: baruch@sefiraaccounting.co.uk

Re: Balances at the December 31, 2024

In response to your query, we confirm that as of December 31, 2024, ISTO Grupa d.d. owes the following amounts to TAB B.V.:

	Principal	Interest	Total
Short-term liabilities (overdue) of ISTO Grupa d.d.	EUR 7,800,000	EUR 6,254,025	EUR 14,054,025

Additional Information

The amount of EUR 7,800,000 was overdue to TAB B.V. as of December 31, 2024.

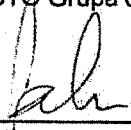
There were no amounts due from TAB B.V. to ISTO Grupa d.d. as of December 31, 2024 or today's date.

The amount due continues to be secured by bills of exchange issued by Industrogradnja grupa d.d., the predecessor of ISTO Grupa d.d., and a promissory note in the amount of EUR 7,800,000 issued by ISTO Grupa d.d..

Confirmation of Clarification

By its signature, ISTO Grupa d.d. confirms that, for the sake of clarification, any payments made by ISTO Grupa d.d. to TAB B.V. will, in the first instance, be set off against the loan principal of €7,800,000 and, once this amount has been repaid in full, against any interest then outstanding.

For and on behalf of ISTO Grupa d.d.


Date: April 30, 2025

OBRAČUN KAMATA

Vjerovnik:

TAB B.V.
Jan Van Goyenkade 8
Amsterdam, Nizozemska
OIB: 61231014428

Dužnik:

ISTO Grupa d.d.
Nikole Tesle 10
10000 Zagreb
OIB: 78858201330

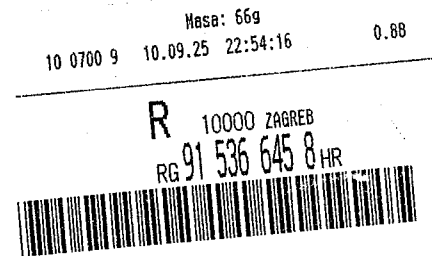
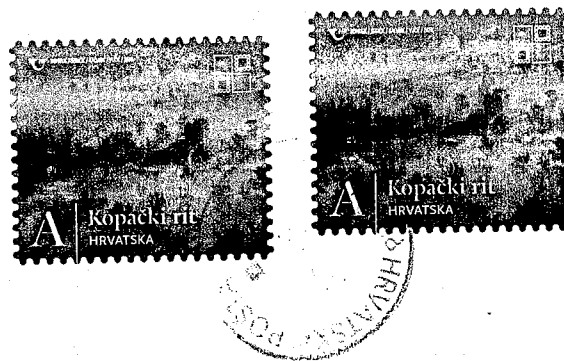
Obračun kamata za razdoblje od 01.01.2025 do 12.08.2025:

	Datum od	Datum do	Br. dana	Glavnica	Osnovica	Stopa	Iznos kamate
1.	01.01.2025	12.08.2025	224	7.800.000,00	7.800.000,00	8,00	382.947,95
UKUPNO			224				382.947,95 EUR



September 10, 2025

TAB B.V.
JAN VAN GOYENKADE 8
AMSTERDAM - NL



FINANCIJSKA AGENCIJA
ODSEK ZA PRIJEM, EVIDENTIRANJE
I POHRANU OSNOVA ZA PLAĆANJE
ZAGREB 2

15-09-2025

PREDSTEČAJNE NAGODBE
PRIMANJE I OTPREMA POSTE

KLASA:

UR. BROJ:

FINANCIJSKA AGENCIJA
Ulica Grada Vukovara 70