FINANCIJSKA AGENCIJA
ODSJEK ZA PRIJEM, EVIDENTIRANJE
I POHRANU OSNOVA ZA PLAĆANJE
ZAGREB 1

20 -06- 2025

PREDSTEČAJNE NAGODBE
PRIMANJE I OTPREMA POŠTE
KLASA:

Obrazac 3.

FINANCIJSKA AGENCIJA
OIB: 85821130368
RC Zagreb, Ulica grada Vukovara 70, 10000 Zagreb
(adresa nadležne jedinice)

Nadležni trgovački sud Trgovački sud u Zagrebu
Poslovni broj spisa St-1035/2025

PRIJAVA TRAŽBINE VJEROVNIKA U PREDSTEČAJNOM POSTUPKU

PODACI O VJEROVNIKU:
Ime i prezime / tvrtka ili naziv
Zurich Insurance PLC Niederlassung für Deutschland
OIB
09550177119
Adresa / sjedište
Platz der Einheit 2, Frankfurt am Main, Savezna Republika Njemačka

PODACI O DUŽNIKU:
Ime i prezime / tvrtka ili naziv
BRODOGRAĐEVNA INDUSTRIJA SPLIT, dioničko društvo
OIB
18556905592
Adresa / sjedište
Ulica Velimira Škorpika 11, 10000 Zagreb

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

(1) Punomoć, (2) Okvirni ugovor, Dodatak broj 1 te GCI 2011, uz ovjereni prijevod, (3) Garancija za dobro izvršenje 704.006.023.115, uz ovjereni prijevod, (4) Garancija povrata predujma 704.006.023.107, uz ovjereni prijevod, (5) Garancijska obveznica 704.005.866.399, uz ovjereni prijevod, (6) Druga opomena od 28. travnja 2022. godine, uz ovjereni prijevod, (7) Računi za produljenje i izmjene garancija, uz ovjereni prijevod, (8) Produljenje garancije 704.006.023.115, uz ovjereni prijevod, (9) Produljenje garancije 704.006.023.107, uz ovjereni prijevod, (10) Druga opomena od 28. travnja 2022. godine, uz ovjereni prijevod, i uz podnesak

Iznos dospjele tražbine **228.420,60** (euro)

Glavnica **173.796,29** *(58.218,74 +115.577,55)* (euro)

Kamate **54.624,31** (euro)

Iznos tražbine koja dospijeva nakon otvaranja predstečajnog postupka

1.823.807,50 (euro)

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

(1) Punomoć, (2) Okvirni ugovor, Dodatak broj 1 te GCI 2011, uz ovjereni prijevod, (3) Garancija za dobro izvršenje 704.006.023.115, uz ovjereni prijevod, (4) Garancija povrata predujma 704.006.023.107, uz ovjereni prijevod, (5) Garancijska obveznica 704.005.866.399, uz ovjereni prijevod, (6) Druga opomena od 28. travnja 2022. godine, uz ovjereni prijevod, (7) Računi za produljenje i izmjene garancija, uz ovjereni prijevod, (8) Produljenje garancije 704.006.023.115, uz ovjereni prijevod, (9) Produljenje garancije 704.006.023.107, uz ovjereni prijevod, (10) Druga opomena od 28. travnja 2022. godine, uz ovjereni prijevod, i uz podnesak

Vjerovnik raspolaže ovršnom ispravom DA / **NE** za iznos / (euro)

Naziv ovršne isprave /

PODACI O RAZLUČNOM PRAVU:

Pravna osnova razlučnog prava

/

Dio imovine na koji se odnosi razlučno pravo

/

Iznos tražbine / (euro)

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~~

ODVJETNIK
BORNA DEJANOVIĆ
Ivana Lučića 2a/19, ZAGREB

Mjesto i datum

Zagreb, 17. lipnja 2025. godine

Potpis vjerovnika

FINANCIJSKA AGENCIJA - RC Zagreb **St-1035/2025**
Ulica grada Vukovara 70, HR-10000 Zagreb

Zagreb, 17. lipnja 2025. godine

Predstečajni vjerovnik:	**Zurich Insurance PLC Niederlassung für Deutschland**, sa sjedištem na adresi Platz der Einheit 2, Frankfurt am Main, Savezna Republika Njemačka, OIB: 09550177119
Zastupan po:	*Borni Dejanoviću, odvjetniku u Zagrebu, Ivana Lučića 2A / 19, OIB: 30633603699*
Predstečajni dužnik:	**BRODOGRAĐEVNA INDUSTRIJA SPLIT dioničko društvo**, Ulica Velimira Škorpika 11, 10000 Zagreb, OIB: 18556905592
Iznos tražbine:	**2.052.228,10 EUR**

Borna Dejanović
Odvjetnik / Attorney-at-Law

Ivana Lučića 2A /19
HR – 10000 Zagreb
T: +385 1 4925 446
borna.dejanovic@wolftheiss.com

u suradnji s / in cooperation with

Wolf Theiss

PRIJAVA TRAŽBINE PREDSTEČAJNOG VJEROVNIKA

Zurich Insurance PLC Niederlassung für Deutschland

(uz ispunjeni Obrazac br. 3. na temelju članka 36. st. 1. Stečajnog zakona)

x2, neposredno FINA-i *prilozi: prema popisu priloga*

1. ZASTUPANJE PREDSTEČAJNOG VJEROVNIKA

(1) Predstečajni vjerovnik je opunomoćio Bornu Dejanovića, odvjetnika u Zagrebu, za zastupanje u ovom postupku, stoga predlaže Financijskoj agenciji, sudu i predstečajnom povjereniku sva daljnja pismena dostavljati izravno punomoćniku.

Dokaz: *Punomoć za zastupanje predstečajnog vjerovnika, Prilog 1.*

2. UVODNE NAPOMENE PREDSTEČAJNOG VJEROVNIKA

(2) Trgovački sud u Zagrebu, po sucu Nikoli Ribariću, rješenjem broj St-1035/2025 od 19. svibnja 2025. godine otvorio je predstečajni postupak nad predstečajnim dužnikom, društvom BRODOGRAĐEVNA INDUSTRIJA SPLIT, dioničko društvo. Rješenje je objavljeno na stranici e-Oglasna ploča dana 19. svibnja 2025. godine.

(3) Rješenjem je Trgovački sud u Zagrebu, pod točkom III. izreke, pozvao vjerovnike predstečajnog dužnika da prijave tražbine nadležnoj jedinici Financijske agencije, u roku od 21 dan od dana dostave rješenja putem stranice e-Oglasna ploča[1].

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[1] Sukladno odredbi članka 12. Stečajnog zakona (Narodne novine br. 71/15, 104/17, 36/22 i 27/24) dostava objavom pismena na mrežnoj stranici e-Oglasna ploča sudova smatra se obavljenom istekom osmoga dana od dana objave pismena na mrežnoj stranici e-Oglasna ploča sudova.

(4) Predstečajni vjerovnik ovim podneskom prijavljuje novčanu tražbinu Financijskoj agenciji.

3. OSNOVE TRAŽBINE PREDSTEČAJNOG VJEROVNIKA

(5) Predstečajni vjerovnik i predstečajni dužnik su u obveznom odnosu kao garancijski (kaucijski) osiguratelj (predstečajni vjerovnik) i korisnik garancijskog (kaucijskog) osiguranja (predstečajni dužnik) temeljem Okvirnog ugovora o garancijskom osiguranju – polica broj 701.015.905.822 koji je predstečajni vjerovnik sklopio s ugovarateljem osiguranja, društvom DIV GRUPA d.o.o. za usluge, sa sjedištem u Samoboru i s poslovnom adresom Bobovica 10A, OIB: 33890755814 (***DIV***), dana 6. prosinca 2018. godine, te koji ugovor je naknadno izmijenjen Dodatkom broj 1. okvirnog ugovora o garancijskom osiguranju – polica broj 701.015.905.822 od dana 11. studenoga 2019. godine (***Okvirni ugovor***). Sastavni dio Okvirnog ugovora su i Opći uvjeti garancijskog osiguranja – *GCI Surety 2011* (***GCI 2011***).

Dokaz: *Okvirni ugovor, Dodatak broj 1 te GCI 2011, uz ovjereni prijevod, Prilog 2.*

(6) Naime, temeljem ugovornog mehanizma predviđenog prema članku 5. Okvirnog ugovora, predstečajni dužnik je kao korisnik garancijskog (kaucijskog) osiguranja od predstečajnog vjerovnika ishodio niz garancija za obveze predstečajnog dužnika prema trećim osobama.

Dokaz: *Okvirni ugovor, Dodatak broj 1 te GCI 2011, uz ovjereni prijevod, Prilog 2.*

Garancija za dobro izvršenje 704.006.023.115, uz ovjereni prijevod, Prilog 3.

Garancija povrata predujma 704.006.023.107, uz ovjereni prijevod, Prilog 4.

Garancijska obveznica 704.005.866.399, uz ovjereni prijevod, Prilog 5.

(7) ***Prvo***, predstečajni dužnik nije platio dospjele iznose premija predstečajnom vjerovniku za izdavanje takvih garancija (kaucijsko osiguranje) pa predstečajni vjerovnik prema predstečajnom dužniku potražuje tražbine za neplaćene premije za garancijsko (kaucijsko) osiguranje te dodatne premije za produljenje garancijskog osiguranja (*elaborirano niže u **3.1***).

Dokaz: *Druga opomena od 28. travnja 2022. godine, uz ovjereni prijevod; Prilog 6.*

Računi za produljenje i izmjene garancija, uz ovjereni prijevod, Prilog 7.

Produljenje garancije 704.006.023.115, uz ovjereni prijevod, Prilog 8.

Produljenje garancije 704.006.023.107, uz ovjereni prijevod, Prilog 9.

(8) ***Drugo***, predstečajni vjerovnik od predstečajnog dužnika potražuje i iznose garancija s osnove regresa. Neispunjenje obveza predstečajnog dužnika trećim osobama, što je upravo i osigurano garancijama predstečajnog vjerovnika, potencijalno aktivira obvezu predstečajnog vjerovnika za isplatu iznosa garancija prema trećim osobama, a za koje isplaćene iznose predstečajni vjerovnik ima pravo regresa od predstečajnog dužnika (*elaborirano niže u **3.2***).

Dokaz: *Garancija za dobro izvršenje 704.006.023.115, uz ovjereni prijevod, Prilog 3.*

Garancija povrata predujma 704.006.023.107, uz ovjereni prijevod, Prilog 4.

Garancijska obveznica 704.005.866.399, uz ovjereni prijevod, Prilog 5.

(9) ***Treće***, članak 6. Okvirnog ugovora predviđa solidarnu odgovornost predstečajnog dužnika za obveze DIV-a temeljem Okvirnog ugovora, stoga predstečajni vjerovnik od predstečajnog dužnika potražuje i iznose premija DIV-a iz Okvirnog ugovora (*elaborirano niže u **3.3***).

Dokaz: *Druga opomena od 28. travnja 2022. godine, uz ovjereni prijevod, Prilog 10.*

Računi za produljenje i izmjene garancija uz ovjereni prijevod, Prilog 7.

(10) ***Četvrto***, predstečajni vjerovnik od predstečajnog dužnika potražuje i zatezne kamate u odnosu na dio neplaćenih premija po opomeni, u skladu s GCI 2011 (*elaborirano niže u **3.4***).

Dokaz: *Okvirni ugovor, Dodatak broj 1 te GCI 2011, uz ovjereni prijevod, Prilog 2.*

3.1 Tražbina s osnove neplaćenih premija predstečajnog dužnika

(11) Dugovanje s osnove neplaćenih premija predstečajnog dužnika za izdane garancije prema predstečajnom vjerovniku sa stanjem na dan 28. travnja 2022. godine iznosi 52.544,94 EUR.

Dokaz: *Druga opomena od 28. travnja 2022. godine, uz ovjereni prijevod, Prilog 6.*

(12) Pored toga, daljnje dugovanje predstečajnog dužnika za dodatne premije za produljenje garancija broj 704.006.023.115 i 704.006.023.107 temeljem Okvirnog ugovora, po dva računa od dana 11. travnja 2022. godine (svaki račun na iznos od 2.836,90 EUR), je 5.673,80 EUR.

Dokaz: *Računi za produljenje i izmjene garancija, uz ovjereni prijevod, Prilog 7.*

Produljenje garancije 704.006.023.115, uz ovjereni prijevod, Prilog 8.

Produljenje garancije 704.006.023.107, uz ovjereni prijevod, Prilog 9.

(13) Dakle, tražbina predstečajnog vjerovnika s osnove neplaćenih premija je **58.218,74 EUR**.

3.2 Tražbina s osnove uvjetne regresne odgovornosti za izdane garancije

(14) Tražbina predstečajnog vjerovnika prema predstečajnom dužniku s osnove regresnog prava za izdane garancije temelji se na tri garancije izdane na temelju Okvirnog ugovora, i to:

1) garanciji za dobro izvršenje 704.006.023.115 od 21. svibnja 2021. godine izdanoj od predstečajnog vjerovnika u korist *Viterlef Management Ltd.*, na iznos 890.000,00 EUR;

2) garanciji povrata predujma 704.006.023.107 od 21. svibnja 2021. godine izdanoj od predstečajnog vjerovnika u korist *Viterlef Management Ltd.*, na iznos 890.000,00 EUR;

3) garancijskoj obveznici 704.005.866.399 od 26. svibnja 2020. godine izdanoj od strane predstečajnog vjerovnika u korist *Smulders Projects Belgium*, na iznos 43.807,50 EUR.

Dokaz: *Garancija za dobro izvršenje 704.006.023.115, uz ovjereni prijevod, Prilog 3.*

Garancija povrata predujma 704.006.023.107, uz ovjereni prijevod, Prilog 4.

Garancijska obveznica 704.005.866.399, uz ovjereni prijevod, Prilog 5.

(15) Dakle, tražbina predstečajnog vjerovnika s osnove regresnog prava je **1.823.807,50 EUR**.

3.3 Tražbina s osnove solidarne odgovornosti predstečajnog dužnika

(16) Dodatno dugovanje predstečajnog dužnika s osnove solidarne odgovornosti za dospjele i neplaćene premije DIV-a vezano za dodatne garancije izdane temeljem Okvirnog ugovora prema predstečajnom vjerovniku na dan 28. travnja 2022. godine iznosi 115.230,67 EUR.

Dokaz: Druga opomena od 28. travnja 2022. godine, uz ovjereni prijevod, Prilog 10.

(17) Dodatno, uz gore navedeno dugovanje, daljnje dugovanje predstečajnog dužnika s osnove solidarne odgovornosti za neplaćene dodatne premije DIV-a za izmjene garancija broj 704.005.999.070 i 704.005.999.062 temeljem Okvirnog ugovora, i to po dva izdana računa od 13. travnja 2022. godine (na iznos od 148,66 EUR i na iznos 198,22 EUR), je 346,88 EUR.

Dokaz: Računi za produljenje i izmjene garancija uz ovjereni prijevod, Prilog 7.

(18) Dakle, tražbina s osnove solidarne odgovornosti predstečajnog dužnika je **115.577,55 EUR**.

3.4 Tražbina s osnove zateznih kamata u dijelu neplaćenih premija

(19) U skladu s odredbom odjeljka 7.1.b) GCI 2011, predstečajni vjerovnik u slučaju kašnjenja s plaćanjem obračunava i predstečajni dužnik je dužan platiti kamate po stopi od osam posto iznad osnovne kamatne stope, u skladu s odredbama mjerodavnog njemačkog prava.

Dokaz: Okvirni ugovor, Dodatak broj 1 te GCI 2011, uz ovjereni prijevod, Prilog 2.

(20) Predstečajni vjerovnik od predstečajnog dužnika potražuje kamate u iznosima kako slijedi, tekuće do 19. svibnja 2025. godine (odnosno, do dana otvaranja predstečajnog postupka):

- na iznos 52.544,94 EUR, na ime neplaćene premije za garancije predstečajnom dužniku (***3.1***), i to od 28. travnja 2022. godine (opomene), u iznosu 17.107,55 EUR, i
- na iznos 115.230,67 EUR, na ime neplaćene premije za obveze i garancije izdane DIV-u (***3.3***), i to od 28. travnja 2022. godine (opomene), u iznosu 37.516,76 EUR.

(21) Dakle, tražbina s osnove zateznih kamata na dio neplaćenih premija je **54.624,31 EUR**.

4. ZAKLJUČNE NAPOMENE PREDSTEČAJNOG VJEROVNIKA

(22) Dakle, potraživanje sa stanjem na dan 19. svibnja 2025. godine (dan otvaranja predstečajnog postupka protiv predstečajnog dužnika) iznosi **2.052.228,10 EUR** i sastoji se od sljedećeg:

1) 58.218,74 EUR, s osnove neplaćenih premija predstečajnog dužnika;

2) 1.823.807,50 EUR, s osnove uvjetne regresne odgovornosti za izdane garancije;

3) 115.577,55 EUR, s osnove solidarne odgovornosti predstečajnog dužnika;

4) 54.624,31 EUR, s osnove zateznih kamata u dijelu neplaćenih premija.

Dokaz: Obrazac broj 3 – prijava tražbine u predstečajnom postupku, Prilog 11.

* * *

Zurich Insurance PLC
Niederlassung für Deutschland
po punomoćniku

ODVJETNIK
BORNA DEJANOVIĆ
Ivana Lučića 2a/19, ZAGREB

Borna Dejanović, odvjetnik

* * *

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Prilog 2.	*Okvirni ugovor, Dodatak broj 1 te GCI 2011, uz ovjereni prijevod*
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Prilog 4.	*Garancija povrata predujma 704.006.023.107, uz ovjereni prijevod*
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* * *

PUNOMOĆ
(***Punomoć***)

ZURICH INSURANCE plc NIEDERLASSUNG FÜR DEUTSCHLAND, Platz der Einheit 2, 60327 Frankfurt am Main, Njemačka, OIB: 09550177119 (dalje u tekstu: ***Društvo***),

ovime upućuje i ovlašćuje sljedeće osobe, i to svakog od njih pojedinačno i samostalno:

Dalibora Valinčića, odvjetnika sa sjedištem ureda na adresi Ivana Lučića 2a, Zagreb, ili

Josipa Martinića, odvjetnika sa sjedištem ureda na adresi Ivana Lučića 2a, Zagreb, ili

Janka Dudukovića - Petyoa, odvjetnika s uredom na adresi Ivana Lučića 2a, Zagreb, ili

Bornu Dejanovića, odvjetnika sa sjedištem ureda na adresi Ivana Lučića 2a, Zagreb

(dalje u tekstu pojedinačno: ***Opunomoćenik***),

da poduzme i izvrši sljedeće pravne radnje:

1. podnese prijavu tražbine i zastupa Društvo u predstečajnom i/ili stečajnom postupku nad stečajnim dužnikom, trgovačkim društvom:

- **BRODOSPLIT d.d.**, Put Supavla 21, Split, OIB: 18556905592 (dalje u tekstu: ***Dužnik***),

koji se pred Trgovačkim sudom u Splitu vodi pod poslovnim brojem St-655/2022, kao i bilo kojem drugom predstečajnom i/ili stečajnom postupku koji bi mogao biti pokrenut pred bilo kojim nadležnim sudom u Republici Hrvatskoj,

te da u ime i za račun Društva poduzima sve radnje koje je ovlašten poduzimati temeljem odredaba Stečajnog zakona i Zakona o parničnom postupku, a što posebno uključuje i predaju tužbi (posebice radi utvrđenja) te ulaganje redovitih i izvanrednih pravnih lijekova u navedenim postupcima, protiv ili u svezi Dužnika ili tražbina Društva protiv Dužnika;

POWER OF ATTORNEY
(***Power of Attorney***)

ZURICH INSURANCE plc NIEDERLASSUNG FÜR DEUTSCHLAND, Platz der Einheit 2, 60327 Frankfurt am Main, Germany, OIB: 09550177119 (hereinafter: ***Company***),

Instructs and authorizes the following persons, each solely and individually:

Dalibor Valinčić, attorney at law, with the office at Ivana Lučića 2a, Zagreb, Croatia, or

Josip Martinić, attorney at law, with the office at Ivana Lučića 2a, Zagreb, Croatia, or

Janko Duduković-Petyo, attorney at law, with office at Ivana Lučića 2a, Zagreb, Croatia, or

Borna Dejanović, attorney at law, with the office at Ivana Lučića 2a, Zagreb, Croatia

(each individually hereinafter as: the ***Proxy***),

to undertake and execute the following actions:

1. to register the claim and represent the Company in pre-bankruptcy and/or bankruptcy proceedings over the debtor, the company:

- **BRODOSPLIT d.d.**, Put Supavla 21, Split, OIB: 18556905592 (hereinafter: ***Debtor***),

before the Commercial Court in Split under the proceedings ref. no. St-655/2022, as well as any other pre-bankruptcy or bankruptcy proceedings which may be initiated before any competent court in the Republic of Croatia,

and to undertake on behalf of the Company all actions which it is entitled to undertake in accordance with the Bankruptcy Act as well as the Civil Procedure Act, which includes filing claims (especially for determination) and filing ordinary and extraordinary remedies in these proceedings, against or related to the Debtor or the Company's claims against the Debtor;

2. vrši uvide i čini preslike isprava i dokumenata, te traži informacije, pribavlja, preuzima i predaje bez ograničenja sve podneske, zahtjeve, potvrde, obavijesti i sve druge akte potrebne radi pokretanja postupaka, pred sudovima, Financijskom Agencijom, javnim bilježnicima, sudskim registrima, te svim drugim državnim organima i tijelima, ili trećim pravnim i fizičkim osobama; te da, u ime i za račun Društva, poduzima sve pravne radnje i upotrijebi sva zakonom predviđena sredstva koja je Društvo zakonom i drugim propisima ovlašteno poduzimati, a što Opunomoćenik nađe potrebnim za zaštitu prava i pravnih interesa Društva te sudjelovanja u postupcima navedenima pod točkom 1. ove Punomoći;

2. to perform insights and make copies of documents, and ask for information, obtain, takeover and hand over without limitation all submissions, requests, certificates, notices and all other documents necessary for the initiation of the proceedings, before the courts, Financial Agency, notaries, court registries and all other state authorities and bodies, and all other legal or natural persons; and to, in the name and for the account of the Company, take all legal actions and use all legal means which the Company is authorized to undertake under the law and regulations, which the Proxy finds necessary to preserve the rights and interests of the Company and participate in proceedings under the item 1 of this Power of Attorney;

3. potpiše bilo koju ispravu i izvrši bilo kakvu drugu pravnu i/ili faktičnu radnju ili postupanje, ili upotrijebi bilo koje zakonom ili propisima predviđeno sredstvo, potrebno ili preporučljivo radi zaštite prava i interesa Društva, ili koje je potrebno radi utvrđenja svih okolnosti koje Opunomoćenik zatraži glede zaštite prava i interesa Društva pred svim tijelima i osobama navedenim pod točkama 1. i 2. ove Punomoći.

3. to sign any document and to undertake any other factual and/or legal action, use any means envisaged under law, required or advisable for protection of rights and interests of the Company, or necessary for the determination of all circumstances required by the Proxy regarding the protection of rights and interests of the Company before all persons under items 1 and 2 of this Power of Attorney.

Opunomoćenik je ovlašten u cijelosti ili djelomično prenijeti ovlasti iz ove Punomoći te izdavati zamjenske punomoći trećim osobama.

The Proxy is authorized to delegate this Power of Attorney, in full or in its part, as well as to grant sub-powers of attorney, to third persons.

U slučaju sumnje, hrvatska se verzija ove Punomoći smatra mjerodavnom. Hrvatsko pravo je mjerodavno za ovu Punomoć.

In case of doubt, the Croatian text of this Power of Attorney shall prevail. This Power of Attorney is governed by Croatian law.

[redacted]. siječnja 2023. godine

[redacted] January 2023

ZURICH INSURANCE plc NIEDERLASSUNG FÜR DEUTSCHLAND
zastupano po / represented by

i.V.

Zurich Insurance plc
Niederlassung für Deutschland
Credit Lines
Platz der Einheit 2
60327 Frankfurt am Main

[redacted]
direktor / director

[redacted]
direktor / director

Prilog 2.

Okvirni ugovor, Dodatak broj 1 te GCI 2011, uz ovjereni prijevod

ZURICH®

Surety Insurance

Policy No. 701.015.905.822

between

DIV GRUPA d.o.o. za usluge
Bobovica 10/A
10430 Samobor
Croatia

(hereinafter referred to as the "**Policyholder**")

and

Zurich Insurance plc Niederlassung für Deutschland
Platz der Einheit 2
60327 Frankfurt am Main
Germany

Mail address:
P.O. Box 90 04 16
60444 Frankfurt am Main
Germany

(hereinafter referred to as "**Zurich**")

1. Subject of this Policy

1.1. Zurich issues individual, separate guarantees (*Avale*) (sureties (*Bürgschaften*), guarantees (*Garantien*) and other assumptions of liability (*sonstige Haftungserklärungen*)) in accordance with the following terms and conditions on behalf of the Policyholder and the companies included under Section 5 upon their request within the following guarantee credit line in exchange for payment of premiums in accordance with Section 4.

These guarantees are issued subject to this Surety Insurance Policy in each case pursuant to a separate request. **Zurich is entitled to reject individual requests for guarantees at any time without stating reasons.**

1.2. The Surety Insurance Policy is subject to the "General Terms and Conditions for Surety Insurance" – (*Allgemeine Bedingungen für die Kautionsversicherung*) "**GCI Surety 2011** – (see Annex 1 to this Surety Insurance Policy). **The GCI Surety 2011 is part of this Surety Insurance Policy** and the receipt and content are confirmed by the Policyholder upon signing this Surety Insurance Policy.

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2. Guarantee credit line / Individual sections

2.1. Zurich provides to the Policyholder guarantees up to the following total amount on the basis of a guarantee credit line:

EUR 15,000,000.00 (in words: fifteen million Euro)

2.2. Term of the guarantee credit line: Indefinite, subject to stabile, orderly circumstances as known to us today.

2.3. When calculating the extent to which the guarantee credit line has been used, the individual guarantees will be credited 100% against the guarantee credit line. This relates also to guarantees from previous agreements with the Policyholder which are still active **and any companies included under Section 5**.

2.4. The maximum individual volume per guarantee is **EUR 3,000,000.00** (in words: three million Euro).

2.5. Larger individual guarantees, special transactions or special texts which are similar to guarantees can be issued under this guarantee credit line in special situations if Zurich has conducted a positive examination beforehand. Overdrafts of the guarantee credit line or special transactions which go beyond the guarantee credit line require a supplemental, individual agreement between the Parties.

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3. Types of Guarantees

3.1. The following types of guarantees can be requested under this guarantee credit line:

- down payment / advance payment guarantees... up to 50 % of the guarantee credit line;
- performance guarantees.............................. up to 100 % of the guarantee credit line;
- warranty bonds.. up to 100 % of the guarantee credit line;
- bid bonds.. up to 100 % of the guarantee credit line.

3.2. Other types of guarantees will not be issued or will only be issued in an individual case upon prior examination.

3.3. The internal signing guidelines of Zurich permit the **signing of guarantees (*Garantien*) only if the underlying transaction agreed between the Policyholder and the beneficiary of the guarantee which is to be secured is mentioned in the text of the document (by stating the Policy number, date and project designation).**

3.4. Since Zurich will likely/possibly also assume guarantees (*Garantien*) under this Surety Insurance Policy, the Policyholder is signing the attached form **"Transfer of claims upon payment under a guarantee"** (see Annex 3 to this Surety Insurance Policy). This form provides in a manner which

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corresponds to the law on sureties that claims for repayment will pass to Zurich if a rendered payment under the guarantee is in substance unjustified. Zurich will only use this claim for repayment if and to the extent no reimbursement of the rendered payment by the Policyholder has been made within 15 work days. The signing of guarantees requires the legally binding execution of the declaration "Transfer of claims upon payment under a guarantee" which constitutes part of this Surety Insurance Policy. If section 5 of this Surety Insurance Policy provides that companies affiliated with the Policyholder can independently call for guarantees, in each case a declaration "Transfer of claims upon payment under a guarantee" must be signed by each of these companies.

3.5. Requested guarantees will be issued exclusively in the German and English languages. Texts of guarantees in other languages will not be issued or will only be issued in a specific case upon prior examination. If necessary in the own discretion, Zurich can demand translations of texts of guarantees submitted in foreign languages.

3.6. All guarantees will be governed by German law. Guarantees under any different legal system will only be issued upon prior examination in the specific case.

3.7. Guarantees for working groups (*Arbeitsgemeinschaften*, "ARGEs") will only be issued in an individual case upon prior examination.

3.8. No guarantees will be signed for which the obligor and the creditor are so-called "affiliates".

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4. Premiums, costs and terms

4.1. The premium is charged in accordance with § 7 a) GCI Surety 2011. The premiums for the types of guarantee listed in Clause 3.1. of this Surety Insurance Policy relate to the respective amount of the guarantee as follows:

Premium rate for all types of guarantees....................................	p.a. 1.05 %
Minimum premium per guarantee annually................................	EUR 1,000.00
One-time issuing fee for each document independent of term..........	EUR 150.00

4.2. The above premium rates apply to all guarantees which are assumed starting at the point in time when this Surety Insurance Policy is signed. Guarantees that already exist will be continued at the premium rates that applied at the time.

4.3. The premium is charged for the entire term of the guarantee, and the billing and collection will take place annually in advance on the basis of the individual guarantees. In the alternative, an aggregated invoice can be agreed.

4.4. The Premium Rate stated above is expressed as the result of an actual daily rate and a year of 360 days. The premium to be paid shall be calculated by the Premium Rate times the guaranteed amount, multiplied by the ratio of the number of days of the bond validity period and a year of 360 days. For the purpose of calculating the number of days elapsed, any given full month of a year shall de considered as 30 days long, and the daily premium rate of a partial month shall be equivalent to 1/360 of the Premium Rate.

4.5. Guarantees that do not have a fixed expiry date shall, for the purposes only of determining the guarantee premium applicable thereto, be deemed to have a maturity equal to the expected duration (as provided in the original request) of the underlying contractual obligation to which they relate and the provisions of the paragraph above shall apply mutatis mutandis if the expected duration of the underlying contractual obligation to which the bonding guarantee relates is extended.

4.6. Independent of the use of this guarantee credit line, Zurich charges a one-time **handling fee** in the amount of **EUR 10,000.00**. This handling fee becomes due upon the signing of this Surety Insurance Policy.

4.7. To the extent that submitted texts for guarantee include the language with regard to the amount of the guarantee "plus interest", Zurich will charge a premium of 10 % on top of the premium due

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to the resulting increase of risk. If the template text for the guarantee includes the clause "plus interest and costs", Zurich will charge a surcharge of 15 % on top of the premium

4.8. Zurich reserves the right for an individual provision on premiums for guarantees which deviate from the above stated general conditions.

4.9. If the examination of submitted texts of guarantees and/or the issuance of guarantees involves a greater expenditure of time, Zurich reserves the right to charge a fee for issuance under Clause 4.1 which is different in amount from the provision on costs, and Zurich will inform the Policyholder about this prior to issuing and sending the guarantee.

4.10. In the case of double issuance of guarantees for which Zurich is not at fault, the Policyholder will be charged, in addition to the above issuance fee, a further issuance fee in the amount of the agreed minimum premium.

4.11. If providing a guarantee in a foreign country requires the involvement of a fronting partner, this can have the effect of increase in costs as a result of surcharges by the partner on top of the contractually agreed guarantee premium as well as charges for additional fees (e.g. processing fees if claims are asserted under the guarantee). Zurich will inform the Policyholder about any incurred additional expenses in advance in this situation.

4.12. If the Policyholder would like to have documents sent by a courier service, the Policyholder must bear the resulting costs in full.

4.13. As a general rule, guarantees having a maximum term of 5 years will be issued under this guarantee credit line, except for down payment / advance payment guarantees, which will have a maximum term of 2 years. In the case of perpetual guarantees, the economic term of the document must be within this period. Inquiries for guarantees having a term of more than 5 years must be submitted to Zurich for examination in the specific case.

4.14. The term of a guarantee begins when the document is booked at Zurich and ends when the document is booked out after it has been returned or a declaration of release by the beneficiary of the guarantee has been submitted, and the term will be initially calculated in accordance with the information provided by the Policyholder. If the assumed term is exceeded, an extension of the obligation under the guarantee must be requested.

4.15. We charge a fee for the processing of claims asserted under the guarantees we issue, in accordance with § 6 no. 2 a) of our attached GCI Surety 2011, the amount of which will be determined based on the German Act on Compensation for Attorneys (*Rechtsanwaltsvergütungsgesetz*, "RVG") plus a premium of 1.0 % of the relevant amount of the guarantee which will not be credited against other claims.

4.16. In addition, the costs and expenditures (e.g. fees of third parties, notarial costs and legal costs) incurred at Zurich which go beyond those amounts, for example, as well as any claims for damages must be borne by the Policyholder.

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5. Companies included under this Surety Insurance Policy

5.1. Subject to Clause 5.2, each of the following listed affiliates of the Policyholder can independently call for guarantees under this Surety Insurance Policy if the company has issued the declaration "Transfer of claims upon payment under a guarantee".

- **DIV BRODO-GRADNJA d.o.o. za proiz-vodnju, trgovinu i usluge**
  OIB:44993645694
  MB:02932083
  Address: Bobovica 10/A, 10430 Samobor, Croatia
  Partner number: 701.015.971.728

- **BRODOSPLIT d.d. (Brodograđevna industrija Split d.d.)**
  OIB: 18556905592
  MB: 03141136
  Address: Split, Put Supavla 21 – Croatia
  Partner number: 701.015.971.736

- **Brodosplit– Brodogradilište specijalnih objekata d.o.o.**
  OIB:15413473504
  MB:03761207
  Address: Split, Put Supavla 21 – Croatia
  Partner number: 701.011.492.434
- **Marine and Energy Solutions DIV d.o.o. za usluge**
  OIB:62619385490
  MB: 4208544
  Address: Froudeova 5, HR-10000 Zagreb, Croatia
  Partner number: 701.015.971.744

5.2. The request for guarantees set forth above in Clause 5.1 requires that the respective company has requested from Zurich the co-insurance under this Surety Insurance Policy through the Policyholder and the declaration "Group counter guarantee" or "Individual counter guarantee", depending on whether the share of the respective company in the consolidated net assets and/or the consolidated EBITDA of the Group is generally below or equal to 5 % and more and has signed that declaration and submitted it to Zurich through the Policyholder. Zurich will provide the respective company an individualized declaration for signature for this purpose.

5.3. The Policyholder undertakes to make sure that the companies covered under Clause 5.1

a) have informed themselves about this Surety Insurance Policy (in its respectively current version) as well as the respectively applicable General Terms and Conditions for Surety Insurance (*Allgemeine Bedingungen für die Kautionsversicherung*, "GCI Surety");

b) are informed about any change to this Surety Insurance Policy without undue delay; and

c) issue all declarations without undue delay reasonably requested by Zurich in the context of any amendments to this Surety Insurance Policy (especially in the context of changes relating to liability).

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6. Security

If Section 5 of this Surety Insurance Policy provides that companies affiliated with the Policyholder can request their own guarantees, Zurich can demand that these companies are completely or partially jointly and severally liable (*gesamtschuldnerisch*) for the obligations of the Policyholder by declaring a "group counter guarantee" or an "individual counter guarantee" (see Clause 5.2). Corresponding declarations of liability, counter guarantees or other agreements with the companies entitled to apply for guarantees agreed accordingly with Zurich become a part of this Surety Insurance Policy.

6.1. Liquid partial security

In order to secure this guarantee credit line, a bank guarantee must be provided to Zurich or, in the alternative, an account with daily available funds must be pledged having a balance in the same amount.

Zurich must be consulted in advance with regard to the credit institution maintaining the account or issuing the guarantee due to reasons of acceptance.

The security must be provided in accordance with the following schedule:

when used in an amount up to...............	EUR 3,350,000.00......	EUR 500,000.00;
when using	EUR 3,350,001.00	
up to..................	EUR 6,700,000.00......	EUR 1,000,000.00;
when using	EUR 6,700,001.00	
up to..................	EUR 10,000,000.00.......	EUR 1,500,000.00;
when using	EUR 10,000,001.00	

up to..................	EUR 13,350,000.00.......	EUR 2,000,000.00;
when using	EUR 13,350,001.00	
up to..................	EUR 15,000,000.00.......	EUR 2,250,000.00.

In the case of exceeding the schedule, security must be provided by the Policyholder prior to signing any further guarantees. Zurich is first required to release security when the guaranteed amount falls below the respective level if there is excess security of 15 %.

6.2. **Costs**

The costs for any security / counter liability provided by third parties must be borne by the Policyholder. These costs will not be listed in this Surety Insurance Policy and will also not be charged to Zurich.

6.3. **Purpose of security**

Subject to any provision(s) otherwise in any security, all security that has been provided or may still be provided in the future by the Policyholder or by companies included under this Surety Insurance Policy under Section 5 serve to secure all present and future conditional and unconditional obligations which are (or are expressed to be) owed by the Policyholder to Zurich under or in connection with this Surety Insurance Policy, even if the amount of liabilities is subsequently increased, e.g. if the granted guarantee credit line is increased, the agreed contract term is extended, the premium increases once or multiple times or if a commitment is made to sign additional types of guarantees.

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7. Confirmations / Agreements

7.1. ***Representations and Warranties***

The Policyholder represents and warrants that:

- it is a limited company duly incorporated and existing under the laws of its jurisdiction of incorporation and it has the appropriate power and authority to own its property and assets and to carry on its business and to enter into and perform its obligations contained in this Surety Insurance Policy;
- it has taken all necessary action to authorize the execution and delivery of each request and the performance of the obligations contained in this Surety Insurance Policy expressed to be assumed by it, and that all such obligations constitute its valid, legal, enforceable and binding obligations enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or other laws of general application affecting the enforcement of creditors' rights; and
- all necessary approvals, licenses or registrations of or with any governmental or other authority in connection with the execution and delivery of a request and the performance, validity or enforceability of its obligations contained in this Surety Insurance Policy, have been obtained.

The representations and warranties made in this clause shall be deemed to be repeated at each time a Policeholder requests issuance of a guarantee or an amendment or extension of a guarantee as if made with reference to the facts and circumstances then existing on the day of such request.

7.2. ***Pari passu***

The Policyholder confirms and undertakes to make sure that its obligations towards Zurich under this Surety Insurance Policy have at least the same ranking (*pari passu*) as all other unsecured and unsubordinated obligations of the Policyholder, except for obligations which must be fulfilled with priority by force of law in the case of insolvency or otherwise.

It is also agreed that any financial covenants which may have been agreed with third parties also apply in the credit relationship between the Policyholder and Zurich. All confirmations and notices which relate to the satisfaction of these financial covenants must be provided to Zurich in a timely manner.

7.3. **Cross-Default**

During the term of this Surety Insurance Policy, it is herewith agreed that a violation of current or future obligations of any kind with other banks or guarantee insurers with regard to maintaining certain economic and financial circumstances or key numbers as well as other agreements (covenants) represent at the same time a breach of this Surety Insurance Policy with Zurich. The Policyholder undertakes to inform Zurich in writing about any such breach without undue delay so that Zurich can examine its willingness to provide credit.

7.4. **Ownership / Change of Control**

At the present point in time, the Policyholder belongs indirectly or directly to Tomislav Debeljak, with address at Vladimira Nazora 32, Bregana, 09971916975, currently with a participation of 50%; Bozidar Debeljak with address at Augusta Senoe 48, Bregana, 92378251406, currently with a participation of 25%; and Vjera Debeljak with address at Augusta Senoe 48, Bregana, 71835745956, currently with a participation of 25%. To the extent that any changes are planned in this regard (Change of Control), the Policyholder will inform Zurich immediately so that Zurich can examine its willingness to extend the credit and so that any continuation of the Surety Insurance Policy can be adapted to the changed situation. It is herewith agreed that the participation by Tomislav Debeljak, with address at Vladimira Nazora 32, Bregana, 09971916975, in the Policyholder during the term of the guarantee credit line will be at least 50 %; that the summed participations by the Debeljak family members in the Policyholder will be altogether 100%; and that any participation changes within the family respecting those limits will not constitute a Change of Control of the Policyholder.

It is understood a Change of Control of any of the covered companies if the Policyholder ceases to have Control over such covered company.

7.5. **Negative pledge**

The Policyholder undertakes not to establish or request affiliated enterprises to establish any security or any additional security of any kind whatsoever for the benefit of third parties with regard to current account and guarantee credit lines during the term of the business relationship with Zurich. At the same time, the Policyholder will not enter into any obligations which involve establishing security in favor of third parties without Zurich participating beforehand or at the same time and with the same ranking in this security or to establish equivalent security in favor of Zurich.

This does not apply to security common in the field of industry for supplier credit by way of reservations of title and subsequent assignment of claims as well as standard liens and security interests of credit institutions resulting from general terms and conditions. Furthermore, the Policyholder undertakes to inform Zurich prior to any sale of material parts of the assets and to provide Zurich corresponding security upon request. The Policyholder also undertakes to inform Zurich without undue delay if one of the items belongs to the assets of the Policyholder is affected by enforcement measures.

7.6. **Change of business:**

The Policyholder undertakes not to make any material change in the overall nature of its business or commence any new type of business materially different from its business as the date of this Surety Insurance Policy.

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7.7. **Mergers**

The Policyholder undertakes not to enter into any merger or consolidation or sell, assign, grant a lease over or otherwise dispose of a substantial part of its assets or business (save in the ordinary course of its business), where failure to do so would have a Material Adverse Effect. If a transaction such as described within this clause is undertaken between two subsidiaries of the Policyholder, both with either direct or indirect 100% participation of the Policyholder, and if all assets involved in such transaction remain under the 100% control of the Policyholder during all its phases or steps, that relevant transaction will be exempt of the restriction undertaken on this clause.

7.8. **Compliance with law**

The Policyholder undertakes at all times to procure, maintain in effect and comply with all the terms and conditions of all governmental and other resolutions, environmental or other laws and regulations, approvals, authorizations, consents and registrations to which it may be subject where failure to do so is reasonably likely to have a Material Adverse Effect.

7.9. **Set off**

Zurich shall have the right but so long as an event listed on clause 9 "Termination" has occurred and is continuing, without notice to the Policyholder or the covered companies, to set off and apply any credit balance to which the Policyholder or the covered companies are at any time beneficially entitled on any account of the Policyholder or the covered companies with Zurich against any matured liabilities of the Policyholder or a covered company under this Surety Insurance Policy or pursuant to any request and unpaid.

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8. Reporting

8.1. The Policyholder will provide to Zurich annually the complete individual and, if available, consolidated annual report automatically within 180 days after the balance sheet date. If there is a delay in providing these items, the Policyholder will inform Zurich about this without undue delay.

8.2. During the term of this Surety Insurance Policy, semi-annual reporting must also be provided for the first time as of the date 30/06/2019 (to be provided at the latest 90 days after the end of the quarter). This reporting must include:

- information about the preliminary earnings position / balance sheet;
- list of bank debt and guarantees (information about the amount of the line as well as the security and level of use);
- information about received orders and pending orders;
- calculation formula as well as confirmation of achieving/not achieving the agreed covenants (compliance certificate), if restrictive covenants exists in loan, guarantee or bond agreements or facilities.

If other lenders receive material additional information about the economic development of the Policyholder, that information must also be provided to Zurich.

8.3. The Policyholder will inform Zurich without undue delay after an internal resolution if shares in the companies of the Group or the companies covered under Clause 5 are supposed to be directly or indirectly sold or if measures under the German Act on Transformation of Corporate Form (*Umwandlungsgesetz*) or comparable measures are supposed to be carried out. Upon request of Zurich, the Policyholder will issue the declarations required by Zurich or will make sure that companies covered under Section 5 issue the declarations required by Zurich in order to assure and clarify the unreduced, continuing existence of security and/or other declarations of liability issued in favor of Zurich.

8.4. The Policyholder and the covered companies will immediately inform Zurich about new loans agreed with financial institutions, if that loan exceeds EUR 15,000,000.00, as well as its eventual restrictive financial covenants, or the creation of any liens of whatsoever nature on assets owned by the Policyholder or the Guarantors. This information covenant also applies for existing term loans whose exposure is increased on the same amount; or to revolving loan or guarantee credit facilities, when the maximum drawing limit of such facilitiy is increased on such amount, regardless of actual usage.

8.5. The Policyholder will automatically inform Zurich about all material commercial and legal changes at the level of the company which can be of importance for evaluating the credit standing, including, but not limited to, of any occurrence or circumstance which has or is likely to have a Material Adverse Effect, as defined by Clause 9, and the steps (if any) being taken or proposed to be taken to remedy it.

8.6. All information provided to Zurich under this clause should be presented in English or accompanied of an English translation.

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9. Notice of termination

In addition to § 8 no. 2b) GCI Surety 2011, it is agreed that good cause (*wichtiger Grund*) justifying Zurich in terminating this Policy exists especially if one of the following stated situations occurs and has an adverse effect on the legal position of Zurich in its reasonable opinion:

- The Accountants issue only a limited certification or completely refuse certification of the Policyholder's annual financial statements.
- Failure to pay an amount owed to Zurich by the Policyholder.
- Breach in any of the obligations undertaken by the Policyholder or by a covered company on this Surety Insurance Policy, specially, but not limited to, those in clauses 7 and 8 and subclauses.
- An application to open insolvency proceedings over the assets of the Policyholder or of a covered company has been filed.
- Misrepresentation: Any representation or warranty made or deemed to be made by the Policyholder or by a covered company hereunder shall prove to be or shall become incorrect in any material respect as at the date it is made or deemed to be repeated unless the underlying circumstances are remedied within fourteen (14) days of that date.
- Material adverse change: Save as disclosed to Zurich by the Policyholder or by a covered company prior to this date, any event or series of events occur(s) which give(s) reasonable grounds to Zurich to believe that a Material Adverse Effect has occurred since the date of this Surety Insurance Policy and is continuing. "Material Adverse Effect" shall be considered, in addition to each and every covenant so defined, any event having a material adverse effect on: (a) the business or financial condition of the Policyholder's Group (taken as a whole) and the ability of the Policyholder to perform and comply with its payment obligations under this Surety Insurance Policy; or (b) the validity or enforceability of this Surety Insurance Policy.

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10. Territorial scope of application and taxes

10.1. The geographic scope of application for beneficiaries of guarantees, i.e. the countries in which guarantees are issued, is not subject to any general restriction. However, Zurich reserves the right to examine requests under aspects of compliance as well as country risks (reference is made to § 11 of the GCI Surety 2011).

10.2. In individual countries, insurance taxes can accrue depending on the type of guarantee which Zurich must pay and which will be charged to the Policyholder. Zurich will provide information in the specific case about the type and amount of incurred taxes. The risk of changes in the duty to pay taxes after a guarantee has been issued does not lie in the area of responsibility of Zurich and must be borne by the Policyholder.

If taxes are incurred, Zurich reserves the right to accept requests for guarantees only starting at an annual premium volume of EUR 5,000.00 per guarantee.

10.3. All payments to be made by the Policyholder or a covered company under this Surety Insurance Policy or pursuant to any request shall be made in full, without any set-off or counterclaim whatsoever and free and clear of and, except to the extent required by law, without any deduction or withholding for any present or future taxes, charges, fees, levies, currency conversion costs, fees or charges of any kind. Should the Policyholder or a covered company be required by law to make such deduction or withholding from any sum payable hereunder, the Policyholder or the covered company (as the case may be) shall pay to Zurich such additional amount as may be necessary in order that the actual net amount received by Zurich after such deduction or withholding shall equal to the amount it would have been entitled to in the absence of any requirement to make such deduction or withholding. Neither Policyholder nor a covered company shall, however, be liable to compensate Zurich for income tax on its overall net income.

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11. Issuance of the guarantees

11.1. The prerequisites for the issuance of guarantees are:

- existence of a legally binding, signed Surety Insurance Policy with Zurich as well as the signed declaration "Transfer of claims upon payment under a guarantee."
- regularly fulfilling the reporting agreement under Section 7
- completed and legally binding, signed request for a guarantee

11.2. Zurich Insurance plc Niederlassung für Deutschland is responsible for issuing guarantees.

- The Policyholder or the companies covered under this Surety Insurance Policy has/have submitted all legally binding, signed applications to Zurich (the covered companies doing so through the Policyholder). Applications can be submitted in writing by regular mail, by email (as a scanned document to **deb_ktvba@zurich.com**) or by telefax (+49 (0) 69 / 7115 - 2949).
- Zurich will examine the requested text for the guarantee under this Policy and will subsequently issue the guarantee when the application is accepted.

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12. Communication and Language

Any communication to be made under or in connection with this Policy shall be made in writing, in English, and unless otherwise stated, may be made by fax or letter, or if agreed by electronic communication. **Any communication to Zurich by letter should be directed to the Mail Address provided herein: "Zurich Insurance plc – NfD, Kredit und Kaution, P.O. Box 90 04 16, 60444 Frankfurt am Main".**

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13. Confidentiality / disclosure of information

13.1. Subject to Clauses 12.2. and 12.3., the Policyholder and Zurich are required to treat as strictly confidential all information (hereinafter referred to as the "**Confidential Information**") with regard to this Surety Insurance Policy.

13.2. Zurich can disclose Confidential Information to interested parties and third parties which must be involved for technical or legal reasons and are either under a contractual or statutory/professional obligation of confidentiality in order to prepare or implement a sub-participation or counter liability or counter insurance.

13.3. The Policyholder and Zurich can also disclose Confidential Information:

a) to the own employees as well as employees of their affiliated companies within the meaning of § 15 German Stock Corporations Act (*Aktiengesetz*) (or any other company in the Zurich Group), provided that these employees are under an obligation to maintain confidentiality;
b) professional advisors (e.g. attorneys or accountants), provided that they are either under a contractual or statutory or professional obligation to maintain confidentiality; and/or
c) if the disclosure has been ordered in a binding manner by a court or a public authority or if there is a statutory obligation to disclose.

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14. No waiver of rights

No failure or delay by Zurich in exercising its rights under this Surety Insurance Policy shall operate as waiver of such right, nor shall any indulgence of waiver granted by Zurich preclude any further or later exercise of such right.

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15. Assignment

Zurich shall be entitled to assign, once or several times, at any time all or part of its rights and obligations under this Surety Insurance Policy to any surety or financial institution within its group and, with the prior written consent of the Policyholder (not to be unreasonably withheld or delayed) to any other bank or surety or financial institution, but only if such assignment does not result in the Policyholder being or becoming liable to pay any additional amount which would not have been payable had no such assignment occurred, provided, however, that no such consent shall be required if an event listed on clause 9 "Termination" has occurred and is continuing.

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16. Severability clause

If one or more provisions of this Surety Insurance Policy and/or the GCI Surety 2011 are invalid or void, this does not affect the validity of the remaining provisions. A valid provision which corresponds to the intent and purpose of the void or valid provision is supposed to take the place of the void or invalid provisions in this Surety Insurance Policy.

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17. Annexes to this Surety Insurance Policy

The receipt and the knowledge about the following annexes are confirmed by the signing of this Surety Insurance Policy. All annexes to this Policy material are parts of this Policy.

- Annex 1) General Conditions for Surety Insurance – GCI Surety 2011
- Annex 2) Form for application for a guarantee from Zurich
- Annex 3) Transfer of claims upon payment under a guarantee
- Annex 4) Group counter guarantee
- Annex 5) Individual counter guarantee

Zurich Insurance plc Niederlassung für Deutschland

ZURICH®

Frankfurt am Main, 06.12.2018

Zurich Insurance plc Niederlassung für Deutschland

E. Hellmuth

Zurich Insurance plc
Niederlassung für Deutschland
Credit Lines
Platz der Einheit 2
60327 Frankfurt am Main

i.V. Dolić

SAMOBOR (Place) 8.11.2019. (Date)

DIV GRUPA d.o.o. za usluge

TOMISLAV DEBEYAK
PRESIDENT OF THE MANAGEMENT BOARD

DIV GRUPA d.o.o.
10430 SAMOBOR, Bobovica 10/A
Tel. 01 3377-000, Fax. 01 3376-155
OIB: 33890755814
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General Conditions for Surety Insurance

– GCI Surety 2011 –

Section 1 Subject matter of insurance

After evaluating the policyholder's creditworthiness, the insurer shall provide sureties (by way of surety bonds, guarantees or other assumptions of liability) as instructed by the policyholder on a case-by-case basis subject to premium for each individual case; as a surety, it agrees to make payments to beneficiaries in accordance with the terms of the surety wording.

Section 2 Policyholder's obligations

The policyholder shall

a) present his respective annual financial statements with any auditor's opinion to the insurer immediately upon their completion and explain them upon request so that the insurer may evaluate his creditworthiness; if the annual financial statements are not completed by a specified date, the policyholder shall submit a preliminary balance sheet with an income statement on request and subsequently submit the annual financial statements with the auditor's opinion,

b) supply at any time to the insurer any information and documentation that the insurer may request concerning the development of business and any other activities and relationships which the insurer may deem essential to a credit evaluation,

c) notify the insurer without further request of any significant changes in its legal and economic circumstances which could be relevant to the business relationship and credit evaluation.

Section 3 Execution of sureties

The following terms and conditions apply to the provision, modification and discharge of sureties:

1. The insurer

a) shall either provide sureties itself in response to a specific request (direct sureties) or engage another insurer or lending institution (primary surety) to provide sureties (indirect sureties); if the insurer engages a primary surety, it shall only be responsible for exercising due care in selecting and instructing the primary surety; the insurer has no liability in this regard if it is acting on the policyholder's instructions,

b) shall maintain a surety account for the policyholder where it recognizes direct sureties on the issue date and indirect sureties on the date on which it sends the engagement letter to the primary surety,

c) can refuse to provide sureties,

d) can waive statutory liability limitations (e. g. German Civil Code ("BGB") Section 765 et seqq.) in its sureties and make the sureties contingent on the fulfillment of a particular condition,

e) shall cancel direct sureties with an unambiguously worded deadline if it fails to receive any claims by the deadline unless the surety is governed by foreign law,

f) shall refrain from cancelling any other direct sureties until the sureties have been unconditionally returned to it or it has received an unconditional release of liability from the beneficiary. The insurer shall not cancel any sureties that were extended pending a final court decision ("Prozessaval") and not directly returned by the beneficiary until it has been expressly released from liability,

g) shall cancel indirect sureties once the primary surety has unconditionally released it from any liability.

2. The policyholder

a) approves the contents of the sureties wherever he did not stipulate the wording himself, and furthermore approves the contents of the engagement letters issued to primary sureties in the case of indirect sureties,

b) shall notify the insurer in every single case where damages may result from delays or misrouting in connection with executing a request or from communications in this respect,

c) shall return executed sureties to the insurer and not use them in the event of imminent insolvency,

d) consents to allow the beneficiaries to supply the insurer with information regarding the settlement and amount of guaranteed obligations.

Section 4 Collateral

The policyholder will provide collateral upon request by the insurer pursuant to the terms of the insurance contract.

The collateral secures all the insurer's rights and remedies under the surety contract. This includes the insurer's right to be reimbursed for incurred expenses (see Sections 6 and 7 of these General Conditions).

The collateral will be released once the insurer's liability under all executed sureties has fully and completely lapsed and all of the insurer's claims against the policyholder are fully and completely satisfied; the policyholder may demand the release of collateral that exceeds 120% of a quantifiable risk under executed sureties, excluding any premiums owed.

Section 5 Claims

1. The policyholder

a) shall ensure that the insurer receives no claims under the sureties provided and shall take all measures to prevent the submission of a claim in a timely manner,

b) shall immediately notify the insurer of any pleas and defenses to submitted claims and present documentary proof thereof,

c) shall, if requested by the insurer, provide separate collateral equal to the sum claimed plus estimated expenses for costs and interest if the insurer conducts a legal dispute at his request and on the basis of his defenses,

d) shall expressly waive pleas and defenses that it may have against the insurer regarding the existence, amount and grounds for any submitted claims.

2. The insurer

a) shall notify the policyholder of any sureties being claimed and request that he immediately takes suitable action to defend against the claim and/or provide the insurer with all the information that will enable the insurer to review the claim. If the policyholder fails to honor this request or if his efforts are unsuccessful, the insurer is entitled, after conducting a review, to render payment according to the terms of the sureties. In the event of a surety bond ("Bürgschaft") on demand or a guarantee ("Garantie"), the insurer is entitled, without further review, to immediately pay the beneficiary the requested sum up to the surety amount unless the claim obviously constitutes abuse of a legal right.

b) shall notify the beneficiary of any reservations lodged by the policyholder,

c) may render payment to whichever party it deems entitled to receive the payment based on a diligent review,

d) shall only render payment for claims under cancelled sureties if authorized to do so by the policyholder or if ordered to pay by a court judgment that can be enforced against the insurer in the country in which the judgment was handed down.

Section 6 Recourse

1. If the insurer incurs costs, or if the insurer incurs expenses which, given the circumstances, it may reasonably deem necessary for the performance of the insurance contract, including, but not limited to, expenses for reviewing and

paying justified claims or defending against unjustified claims, the policyholder must refund these costs or expenses without prejudice to any further claims for refunds or damages, including interest on amounts in default.

Payment claims accrue interest from the charge date to the refund date at a rate of eight percent above the applicable base interest rate (BGB Sections 247, 288 and German Commercial Code ("HGB") Section 352); the policyholder is free to prove that the insurer has sustained significantly lower damages.

2. In each case, the insurer may charge a processing fee (BGB Section 315) based on the general fee for out-of-court work under the German Lawyers' Remuneration Act ("RVG") or agree a separate flat fee with the policyholder
   a) as compensation for its own expenses in the event of claims under the sureties,
   b) as compensation for its own administrative expenses if the policyholder becomes insolvent.

   The insurer may refuse to issue any further sureties until these obligations have been fully and completely satisfied.
3. The policyholder's refund obligation under no. 1 also includes expenses incurred by the insurer after insolvency proceedings are initiated against the policyholder.

Section 7 Premiums, expenses and costs, due date, default

1. The policyholder
   a) shall immediately pay all premiums due,
   b) shall, in the event of default, pay interest at a rate of eight percent above the applicable base interest rate (BGB Sections 247, 288 and HGB Section 352) and a payment reminder fee; the policyholder is free to prove that the insurer has sustained significantly lower damages.
2. The insurer
   a) charges premiums in exchange for providing sureties as well as processing fees; the insurer calculates the premium stipulated in the surety contract based on (i) the surety amounts to be recognized and (ii) the period starting on the recognition date and ending on the cancellation date, and may also charge an additional stipulated premium for providing the credit facility if applicable. The premium is payable up-front and generally invoiced and collected for a period of one year,
   b) shall, if the surety is returned early or reduced, refund excess premium payments except for minimum premiums; this shall not apply to premiums for providing the credit facility,
   c) shall bill the policyholder for additional documented expenses/costs (e. g. third-party fees and premiums, delivery and notary costs),
   d) may suspend the issuance of additional sureties in the event of a default on premium payments.

Section 8 Termination of surety insurance

1. The policyholder may terminate the surety contract with immediate effect at any time.
2. The insurer
   a) may terminate the surety contract with three months' prior notice at any time unless it is a fixed term contract,
   b) may terminate the surety contract for good cause with immediate effect at any time; good causes include, but are not limited to,
      – if the policyholder violates his obligations to the insurer, e. g. by providing misinformation to the insurer, or
      – if, in the insurer's sole discretion, the policyholder has suffered a significant deterioration or threat to his economic circumstances or if the insurer learns of such a threat or deterioration, or
      – if the policyholder fails to furnish collateral requested, collateral provided to the insurer is lost or the insurer, upon careful examination, can no longer consider the collateral adequate, or
      – if the mutual trust underpinning the contract has been seriously undermined;
   c) may, if the surety contract is terminated, revoke or terminate the beneficiaries' ability to continue to use the sureties, especially in the case of revolving sureties (e. g. rent sureties, customs sureties, et al.).

Section 9 Release/collateral

Upon request by the insurer, the policyholder shall

a) furnish separate cash collateral to the insurer in the cases described in Section 8 (2) (b) without the contract relationship having to be terminated,
b) upon termination of the surety contract, release the insurer from any liability under the sureties and for the time period until such a release has been provided, upon request by the insurer, furnish the insurer with cash collateral or another form of collateral acceptable to the insurer worth the same amount as the sureties that have not yet been unconditionally cancelled,
c) pay double premiums from the date of the receipt of the demand for collateral to the date on which all the sureties are finally discharged or the collateral demanded in b) has been fully furnished.

Section 10 Exclusions

The insurer shall not be liable to the policyholder for any damages wherever the following factors contributed to their occurrence: war, warlike events, civil commotion, terrorist attacks, strike, confiscation, interference with trade and monetary transactions by governmental authorities, natural disasters or nuclear energy.

Section 11 Sanction clause

1. Sureties shall not be issued if
   – the transacting of insurance business or
   – the provision of insurance benefits

   would violate any economic sanction or embargo imposed by law or regulation.

   For the purposes of this clause, economic and trade sanctions are sanctions imposed
   a) by the European Union (EU) or the Federal Republic of Germany,
   b) on the basis of a resolution of the UN Security Council, by the United States of America (USA) or by the United Kingdom (UK).

   Economic and trade sanctions specified under b) shall only apply to the extent that there are no contrary European or German laws or regulations.

   The economic and trade sanctions also include lists of persons, companies and other legal entities, ships or aircrafts subject to sanctions (e. g. for the EU: Consolidated list of persons, groups and entities subject to EU financial sanctions).

Section 12 Final provisions

Modifications and amendments to the surety contract shall only apply if and insofar as they are stipulated in an endorsement or confirmed in writing by the insurer in some other form. Verbal agreements shall not be valid. Modifications to this clause must be made in written form.

Any declarations of intent and notifications pertaining to the surety relationship shall be made in written form, including in electronic form.

German law shall apply. Wherever permitted by law, the place of performance and the place of jurisdiction shall be Frankfurt am Main.

The competent supervisory authorities are:

Federal Financial Supervisory Authority (BaFin)
– Insurance department –
Graurheindorfer Strasse 108
53117 Bonn, Germany

and

Central Bank of Ireland (CBI)
Insurance Supervision Department
Financial Regulator
PO Box 11517
Spencer Dock
Dublin 1, Ireland

Annex 2: Utilisation Request Form

To:
**** CIGCLUWINT ****
Zurich Insurance plc
Niederlassung für Deutschland
Direktion Frankfurt

P.O. Box 90 04 16
60444 Frankfurt am Main
Germany

Dear Sirs,

Re. Surety Insurance Policy No. 701.015.905.822 dated 06th December 2018 (the "Facility")

1. We refer to the above Facility. Terms and expressions defined in the Facility shall have the same meanings when used herein. We hereby request you to issue a Guarantee as follows:

2.

Sector / Segment / Business / Unit:	
Legal Entity (Guaranteed Subsidiary): Address:	

(1) PROJECT or CONTRACT CONCERNED:

Country:	
Client:	
Project and Description:	
Reference of Contract/Tender:	
Total Project Amount:	
Payment schedule (per cent. – Advance/ Milestones/PAC/FAC):	
Timetable (key dates – LOI/OrderBooking/PAC/FAC):	

(If Consortium, state percentage by unit involved and named)

(2) BOND REQUESTED

(a)	Bond Type:	
~~(b)~~	Category :	

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(c)	Principal Amount and/or maximum potential liability and currency of issue:	
(d)	Payment Currency:	
(e)	Effectiveness:	
(f)	Release conditions:	
(g)	Expiry Date (state if definite or expected):	
(h)	Bonding Guarantee to be provided by	
(i)	Name of Beneficiary: Address:	
(j)	Bond to be remitted to (name and address + phone + fax):	
	by (date):	
(k)	Wording of Bonding Guarantee:	
(l)	Language of Bonding Guarantee:	
(m)	Translation into (circle one):	

3. We certify that all the representations and warranties set out in Clause 7 of the Facility are fulfilled and will be fulfilled on the date of this Request.

4. This Request is irrevocable.

Yours faithfully

Authorised Signatory

Authorised Signatory

ZURICH®

Amendment No. 1
Surety Insurance
Policy No. 701.015.905.822

between

DIV GRUPA d.o.o. za usluge
Bobovica 10/A
10430 Samobor
Croatia

(hereinafter referred to as the "**Policyholder**")

and

Zurich Insurance plc Niederlassung für Deutschland
Platz der Einheit 2
60327 Frankfurt am Main
Germany

Mail address:
P.O. Box 90 04 16
60444 Frankfurt am Main
Germany

(hereinafter referred to as "**Zurich**")

The Policyholder and Zurich agree with this Amendment No. 1 Surety Insurance Policy No. 701.015.905.822 the following:

I. The following section:

---

2. Guarantee credit line / Individual sections

2.1. Zurich provides to the Policyholder guarantees up to the following total amount on the basis of a guarantee credit line:

EUR 15,000,000.00 (in words: fifteen million Euro)

---

will be replaced by:

---

2. Guarantee credit line / Individual sections

2.1. Zurich provides to the Policyholder guarantees up to the following total amount on the basis of a guarantee credit line:

EUR 7,000,000.00 (in words: seven million Euro)

Other clauses in the Section 2 remain unchanged.

II. The following section:

---

4. Premiums, costs and terms

4.1. The premium is charged in accordance with § 7 a) GCI Surety 2011. The premiums for the types of guarantee listed in Clause 3.1. of this Surety Insurance Policy relate to the respective amount of the guarantee as follows:

Premium rate for all types of guarantees....................................	p.a. 1.05 %
Minimum premium per guarantee annually.................................	EUR 1,000.00
One-time issuing fee for each document independent of term..........	EUR 150.00

---

will be replaced by:

---

4. Premiums, costs and terms

4.1. The premium is charged in accordance with § 7 a) GCI Surety 2011. The premiums for the types of guarantee listed in Clause 3.1. of this Surety Insurance Policy relate to the respective amount of the guarantee as follows:

Premium rate for all types of guarantees....................................	p.a. 1.35 %
Minimum premium per guarantee annually.................................	EUR 1,000.00
One-time issuing fee for each document independent of term..........	EUR 150.00

Other clauses in the Section 4 remain unchanged.

III. On the Section 6, "Security":

A. The following section:

---

6. Security

If Section 5 of this Surety Insurance Policy provides that companies affiliated with the Policyholder can request their own guarantees, Zurich can demand that these companies are completely or partially jointly and severally liable (*gesamtschuldnerisch*) for the obligations of the Policyholder by declaring a "group counter guarantee" or an "individual counter guarantee" (see Clause 5.2). Corresponding declarations of liability, counter guarantees or other agreements with the companies entitled to apply for guarantees agreed accordingly with Zurich become a part of this Surety Insurance Policy.

6.1. **Liquid partial security**

In order to secure this guarantee credit line, a bank guarantee must be provided to Zurich or, in the alternative, an account with daily available funds must be pledged having a balance in the same amount.

Zurich must be consulted in advance with regard to the credit institution maintaining the account or issuing the guarantee due to reasons of acceptance.

The security must be provided in accordance with the following schedule:

when used in an amount up to...............	EUR 3,350,000.00......	EUR 500,000.00;
when using	EUR 3,350,001.00	
up to..................	EUR 6,700,000.00......	EUR 1,000,000.00;
when using	EUR 6,700,001.00	
up to..................	EUR 10,000,000.00.......	EUR 1,500,000.00;
when using	EUR 10,000,001.00	
up to..................	EUR 13,350,000.00.......	EUR 2,000,000.00;
when using	EUR 13,350,001.00	
up to..................	EUR 15,000,000.00.......	EUR 2,250,000.00.

In the case of exceeding the schedule, security must be provided by the Policyholder prior to signing any further guarantees. Zurich is first required to release security when the guaranteed amount falls below the respective level if there is excess security of 15 %.

---

will be replaced by:

---

6. Security

If Section 5 of this Surety Insurance Policy provides that companies affiliated with the Policyholder can request their own guarantees, Zurich can demand that these companies are completely or partially jointly and severally liable (*gesamtschuldnerisch*) for the obligations of the Policyholder by declaring a "group counter guarantee" or an "individual counter guarantee" (see Clause 5.2). Corresponding declarations of liability, counter guarantees or other agreements with the companies entitled to apply for guarantees agreed accordingly with Zurich become a part of this Surety Insurance Policy.

6.1. **Item 6.1 is not used and is intentionally left blank.**

B. The following Clause 6.4 will be included:

6.4. Security with fixed expiry date

In case the security offered to Zurich has an expiry date, that limits the rights of Zurich to claim its indemnity after a certain date or event, the Policyholder undertakes to, 90 (ninety) calendar days before its fixed or presumed expiry date, either: (i) prove the extension of its validity to Zurich, with appropriate documentation extending the expiry into a new period of time; (ii) renew such security into a new identical security with a new later expiry date; or (iii) provide a new different security of similar or higher quality previously accepted by Zurich on its own sole and absolute discretion interest and criteria. In either case, the Policyholder recognize that Zurich alone in its own sole and absolute discretion will be entitled to determine if the documentation presented is appropriate and sufficient proof of satisfaction on the obligation herein described of maintaining Zurich secured.

C. Other clauses in the Section 6 remain unchanged.

All other terms and conditions of the Surety Insurance Policy No. 701.015.905.822 will be valid unchanged.

Frankfurt/Main, November 11th, 2019.

Zurich Insurance plc Niederlassung für Deutschland

Zurich Insurance plc
Niederlassung für Deutschland
Credit Lines
Platz der Einheit 2
60327 Frankfurt am Main

i.V. Christoph Koehler
Underwriting Surety Germany

i.A. Ernst de Almeida Prado Hellmuth
Underwriting Surety Germany

__________ (Place) __________ (Date)

DIV GRUPA d.o.o. za usluge

DIV GRUPA d.o.o.
10430 SAMOBOR, Bobovica 10/A
Tel. 01 3377-000, Fax. 01 3376-155
OIB: 33890755814
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DARKO PAPPO
ČLAN UPRAVE (MEMBER OF THE BOARD)

__________ (Place) __________ (Date)

DIV BRODO-GRADNJA d.o.o. za proizvodnju trgovinu i usluge

DIV BRODOGRADNJA d.o.o.
za proizvodnju, trgovinu i usluge
10430 SAMOBOR, Bobovica 10 a
OIB:44993645694

TOMISLAV DEBELJAK (
CHAIRMAN OF THE BOARD

(Place) (Date)

BRODOSPLIT d.d. (Brodograđevna industrija Split d.d.)

BRODOGRAĐEVNA INDUSTRIJA SPLIT
dioničko društvo, Split

TOMISLAV ĆORAK
MEMBER OF THE BOARD

(Place) (Date)

Brodosplit– Brodogradilište specijalnih objekata d.o.o.

BRODOSPLIT-BRODOGRADILIŠTE SPECIJALNIH OBJEKATA d.o.o. SPLIT

TOMISLAV DEBELJAK
MEMBER OF THE BOARD

(Place) (Date)

Marine and Energy Solutions DIV d.o.o. za usluge

Marine and Energy Solutions DIV d.o.o. Zagreb

Mislav Brlić
General Manager

ZURICH®

Surety Insurance

Policy No. 701.015.905.822

between

DIV GRUPA d.o.o. za usluge
Bobovica 10/A
10430 Samobor
Croatia

(hereinafter referred to as the "Policyholder")

and

Zurich Insurance plc Niederlassung für Deutschland
Platz der Einheit 2
60327 Frankfurt am Main
Germany

Mail address:
P.O. Box 90 04 16
60444 Frankfurt am Main
Germany

(hereinafter referred to as "Zurich")

1. **Subject of this Policy**

1.1. Zurich issues individual, separate guarantees (*Avale*) (sureties (*Bürgschaften*), guarantees (*Garantien*) and other assumptions of liability (*sonstige Haftungserklärungen*)) in accordance with the following terms and conditions on behalf of the Policyholder and the companies included under Section 5 upon their request within the following guarantee credit line in exchange for payment of premiums in accordance with Section 4.

These guarantees are issued subject to this Surety Insurance Policy in each case pursuant to a separate request. **Zurich is entitled to reject individual requests for guarantees at any time without stating reasons.**

1.2. The Surety Insurance Policy is subject to the "General Terms and Conditions for Surety Insurance" – (*Allgemeine Bedingungen für die Kautionsversicherung*) "GCI Surety 2011 – (see Annex 1 to this Surety Insurance Policy). **The GCI Surety 2011 is part of this Surety Insurance Policy and the receipt and content are confirmed by the Policyholder upon signing this Surety Insurance Policy.**

2. **Guarantee credit line / Individual sections**

2.1. Zurich provides to the Policyholder guarantees up to the following total amount on the basis of a guarantee credit line:

EUR 15,000,000.00 (in words: fifteen million Euro)

2.2. Term of the guarantee credit line: Indefinite, subject to stable, orderly circumstances as known to us today.

2.3. When calculating the extent to which the guarantee credit line has been used, the individual guarantees will be credited 100% against the guarantee credit line. This relates also to guarantees from previous agreements with the Policyholder which are still active, and any companies included under Section 5.

2.4. The maximum individual volume per guarantee is EUR 3,000,000.00 (in words: three million Euro).

2.5. Larger individual guarantees, special transactions or special texts which are similar to guarantees can be issued under this guarantee credit line in special situations if Zurich has conducted a positive examination beforehand. Overdrafts of the guarantee credit line or special transactions which go beyond the guarantee credit line require a supplemental, individual agreement between the Parties.

3. **Types of Guarantees**

3.1. The following types of guarantees can be requested under this guarantee credit line:

- down payment / advance payment guarantees...... up to 50 % of the guarantee credit line;
- performance guarantees.............................. up to 100 % of the guarantee credit line;
- warranty bonds.. up to 100 % of the guarantee credit line;
- bid bonds... up to 100 % of the guarantee credit line.

3.2. Other types of guarantees will not be issued or will only be issued in an individual case upon prior examination.

3.3. **The internal signing guidelines of Zurich permit the signing of guarantees (*Garantien*) only if the underlying transaction agreed between the Policyholder and the beneficiary of the guarantee which is to be secured is mentioned in the text of the document (by stating the Policy number, date and project designation).**

3.4. Since Zurich will likely/possibly also assume guarantees (*Garantien*) under this Surety Insurance Policy, the Policyholder is signing the attached form "Transfer of claims upon payment under a guarantee" (see Annex 3 to this Surety Insurance Policy). This form provides in a manner which corresponds to the law on sureties that claims for repayment will pass to Zurich. If a rendered payment under the guarantee is in substance unjustified, Zurich will only use this claim for repayment if and to the extent no reimbursement of the rendered payment by the Policyholder has been made within 15 work days. The signing of guarantees requires the legally binding execution of the declaration "Transfer of claims upon payment under a guarantee" which constitutes part of this Surety Insurance Policy. If section 5 of this Surety Insurance Policy provides that companies affiliated with the Policyholder can independently call for guarantees, in each case a declaration "Transfer of claims upon payment under a guarantee" must be signed by each of these companies.

3.5. Requested guarantees will be issued exclusively in the German and English languages. Texts of guarantees in other languages will not be issued or will only be issued in a specific case upon prior examination. If necessary, in the own discretion, Zurich can demand translations of texts of guarantees submitted in foreign languages.

3.6. All guarantees will be governed by German law. Guarantees under any different legal system will only be issued upon prior examination in the specific case.

3.7. Guarantees for working groups (*Arbeitsgemeinschaften*, "ARGEs") will only be issued in an individual case upon prior examination.

3.8. No guarantees will be signed for which the obligor and the creditor are so-called "affiliates".

4. Premiums, costs and terms

4.1. The premium is charged in accordance with § 7 a) GCI Surety 2011. The premiums for the types of guarantee listed in Clause 3.1. of this Surety Insurance Policy relate to the respective amount of the guarantee as follows:

Premium rate for all types of guarantees..................................	p.a. 1.05 %
Minimum premium per guarantee annually.................................	EUR 1,000.00
One-time issuing fee for each document independent of term..........	EUR 150.00

4.2. The above premium rates apply to all guarantees which are assumed starting at the point in time when this Surety Insurance Policy is signed. Guarantees that already exist will be continued at the premium rates that applied at the time.

4.3. The premium is charged for the entire term of the guarantee, and the billing and collection will take place annually in advance on the basis of the individual guarantees. In the alternative, an aggregated invoice can be agreed.

4.4. The Premium Rate stated above is expressed as the result of an actual daily rate and a year of 360 days. The premium to be paid shall be calculated by the Premium Rate times the guaranteed amount, multiplied by the ratio of the number of days of the bond validity period and a year of 360 days. For the purpose of calculating the number of days elapsed, any given full month of a year shall be considered as 30 days long, and the daily premium rate of a partial month shall be equivalent to 1/360 of the Premium Rate..

4.5. Guarantees that do not have a fixed expiry date shall, for the purposes only of determining the guarantee premium applicable thereto, be deemed to have a maturity equal to the expected duration (as provided in the original request) of the underlying contractual obligation to which they relate and the provisions of the paragraph above shall apply mutatis mutandis if the expected duration of the underlying contractual obligation to which the bonding guarantee relates is extended.

4.6. Independent of the use of this guarantee credit line, Zurich charges a one-time handling fee in the amount of EUR 10,000.00. This handling fee becomes due upon the signing of this Surety Insurance Policy.

4.7. To the extent that submitted texts for guarantee include the language with regard to the amount of the guarantee "plus interest", Zurich will charge a premium of 10 % on top of the premium due to the resulting increase of risk. If the template text for the guarantee includes the clause "plus interest and costs", Zurich will charge a surcharge of 15 % on top of the premium.

4.8. Zurich reserves the right for an individual provision on premiums for guarantees which deviate from the above stated general conditions.

4.9. If the examination of submitted texts of guarantees and/or the issuance of guarantees involves a greater expenditure of time, Zurich reserves the right to charge a fee for issuance under Clause 4.1 which is different in amount from the provision on costs, and Zurich will inform the Policyholder about this prior to issuing and sending the guarantee.

4.10. In the case of double issuance of guarantees for which Zurich is not at fault, the Policyholder will be charged, in addition to the above issuance fee, a further issuance fee in the amount of the agreed minimum premium.

4.11. If providing a guarantee in a foreign country requires the involvement of a fronting partner, this can have the effect of increase in costs as a result of surcharges by the partner on top of the contractually agreed guarantee premium as well as charges for additional fees (e.g. processing fees if claims are asserted under the guarantee). Zurich will inform the Policyholder about any incurred additional expenses in advance in this situation.

4.12. If the Policyholder would like to have documents sent by a courier service, the Policyholder must bear the resulting costs in full.

4.13. As a general rule, guarantees having a maximum term of 5 years will be issued under this guarantee credit line, except for down payment / advance payment guarantees, which will have a maximum term of 2 years. In the case of perpetual guarantees, the economic term of the document must be within this period. Inquiries for guarantees having a term of more than 5 years must be submitted to Zurich for examination in the specific case.

4.14. The term of a guarantee begins when the document is booked at Zurich and ends when the document is booked out after it has been returned or a declaration of release by the beneficiary of the guarantee has been submitted, and the term will be initially calculated in accordance with the information provided by the Policyholder. If the assumed term is exceeded, an extension of the obligation under the guarantee must be requested.

4.15. We charge a fee for the processing of claims asserted under the guarantees we issue, in accordance with § 6 no. 2 a) of our attached GCI Surety 2011, the amount of which will be determined based on the German Act on Compensation for Attorneys (*Rechtsanwaltsvergütungsgesetz*, "RVG") plus a premium of 1.0 % of the relevant amount of the guarantee which will not be credited against other claims.

4.16. In addition, the costs and expenditures (e.g. fees of third parties, notarial costs and legal costs) incurred at Zurich which go beyond those amounts, for example, as well as any claims for damages must be borne by the Policyholder.

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5. Companies included under this Surety Insurance Policy

5.1. Subject to Clause 5.2, each of the following listed affiliates of the Policyholder can independently call for guarantees under this Surety Insurance Policy if the company has issued the declaration "Transfer of claims upon payment under a guarantee".

- **DIV BRODO-GRADNJA d.o.o. za proiz-vodnju, trgovinu i usluge**
  OIB:44993645694
  MB:02932083
  Address: Bobovica 10/A, 10430 Samobor, Croatia
  Partner number: 701.015.971.728
- **BRODOSPLIT d.d. (Brodograđevna industrija Split d.d.)**
  OIB: 18556905592
  MB: 03141136
  Address: Split, Put Supavla 21 – Croatia
  Partner number: 701.015.971.736

- **Brodosplit- Brodogradilište specijalnih objekata d.o.o.**
  OIB:15413473504
  MB:03761207
  Address: Split, Put Supavla 21 – Croatia
  Partner number: 701:011.492.434
- **Marine and Energy Solutions DIV d.o.o. za usluge**
  OIB:62619385490
  MB: 4208544
  Address: Froudeova 5, HR-10000 Zagreb, Croatia
  Partner number: 701:015.971.744

5.2. The request for guarantees set forth above in Clause 5.1 requires that the respective company has requested from Zurich the co-insurance under this Surety Insurance Policy through the Policyholder and the declaration "Group counter guarantee" or "Individual counter guarantee", depending on whether the share of the respective company in the consolidated net assets and/or the consolidated EBITDA of the Group is generally below or equal to 5 % and more and has signed that declaration and submitted it to Zurich through the Policyholder. Zurich will provide the respective company an individualized declaration for signature for this purpose.

5.3. The Policyholder undertakes to make sure that the companies covered under Clause 5.1

a) have informed themselves about this Surety Insurance Policy (in its respectively current version) as well as the respectively applicable General Terms and Conditions for Surety Insurance (*Allgemeine Bedingungen für die Kautionsversicherung*, "GCI Surety");

b) are informed about any change to this Surety Insurance Policy without undue delay; and

c) issue all declarations without undue delay reasonably requested by Zurich in the context of any amendments to this Surety Insurance Policy (especially in the context of changes relating to liability).

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6. Security

If Section 5 of this Surety Insurance Policy provides that companies affiliated with the Policyholder can request their own guarantees, Zurich can demand that these companies are completely or partially jointly and severally liable (*gesamtschuldnerisch*) for the obligations of the Policyholder by declaring a "group counter guarantee" or an "individual counter guarantee" (see Clause 5.2). Corresponding declarations of liability, counter guarantees or other agreements with the companies entitled to apply for guarantees agreed accordingly with Zurich become a part of this Surety Insurance Policy.

6.1. Liquid partial security

In order to secure this guarantee credit line, a bank guarantee must be provided to Zurich or, in the alternative, an account with daily available funds must be pledged having a balance in the same amount.

Zurich must be consulted in advance with regard to the credit institution maintaining the account or issuing the guarantee due to reasons of acceptance.

The security must be provided in accordance with the following schedule:

when used in an amount up to...............	EUR 3,350,000.00.....	EUR 500,000.00;
when using	EUR 3,350,001.00	
up to..................	EUR 6,700,000.00.....	EUR 1,000,000.00;
when using	EUR 6,700,001.00	
up to..................	EUR 10,000,000.00......	EUR 1,500,000.00;
when using	EUR 10,000,001.00	

up to..................	EUR 13,350,000.00.......	EUR 2,000,000.00;
when using	EUR 13,350,001.00	
up to..................	EUR 15,000,000.00.......	EUR 2,250,000.00.

In the case of exceeding the schedule, security must be provided by the Policyholder prior to signing any further guarantees. Zurich is first required to release security when the guaranteed amount falls below the respective level if there is excess security of 15 %.

6.2. Costs

The costs for any security / counter liability provided by third parties must be borne by the Policyholder. These costs will not be listed in this Surety Insurance Policy and will also not be charged to Zurich.

6.3. Purpose of security

Subject to any provision(s) otherwise in any security, all security that has been provided or may still be provided in the future by the Policyholder or by companies included under this Surety Insurance Policy under Section 5 serve to secure all present and future conditional and unconditional obligations which are (or are expressed to be) owed by the Policyholder to Zurich under or in connection with this Surety Insurance Policy, even if the amount of liabilities is subsequently increased, e.g. if the granted guarantee credit line is increased, the agreed contract term is extended, the premium increases once or multiple times or if a commitment is made to sign additional types of guarantees.

7. Confirmations / Agreements

7.1. *Representations and Warranties*

The Policyholder represents and warrants that:

- It is a limited company duly incorporated and existing under the laws of its jurisdiction of incorporation and it has the appropriate power and authority to own its property and assets and to carry on its business and to enter into and perform its obligations contained in this Surety Insurance Policy;
- It has taken all necessary action to authorize the execution and delivery of each request and the performance of the obligations contained in this Surety Insurance Policy expressed to be assumed by it, and that all such obligations constitute its valid, legal, enforceable and binding obligations enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or other laws of general application affecting the enforcement of creditors' rights; and
- all necessary approvals, licenses or registrations of or with any governmental or other authority in connection with the execution and delivery of a request and the performance, validity or enforceability of its obligations contained in this Surety Insurance Policy, have been obtained.

The representations and warranties made in this clause shall be deemed to be repeated at each time a Policeholder requests issuance of a guarantee or an amendment or extension of a guarantee as if made with reference to the facts and circumstances then existing on the day of such request.

7.2. *Pari passu*

The Policyholder confirms and undertakes to make sure that its obligations towards Zurich under this Surety Insurance Policy have at least the same ranking (*pari passu*) as all other unsecured and unsubordinated obligations of the Policyholder, except for obligations which must be fulfilled with priority by force of law in the case of insolvency or otherwise.

It is also agreed that any financial covenants which may have been agreed with third parties also apply in the credit relationship between the Policyholder and Zurich. All confirmations and notices which relate to the satisfaction of these financial covenants must be provided to Zurich in a timely manner.

7.3. **Cross-Default**

During the term of this Surety Insurance Policy, it is herewith agreed that a violation of current or future obligations of any kind with other banks or guarantee insurers with regard to maintaining certain economic and financial circumstances or key numbers as well as other agreements (covenants) represent at the same time a breach of this Surety Insurance Policy with Zurich. The Policyholder undertakes to inform Zurich in writing about any such breach without undue delay so that Zurich can examine its willingness to provide credit.

7.4. **Ownership / Change of Control**

At the present point in time, the Policyholder belongs indirectly or directly to Tomislav Debeljak, with address at Vladimira Nazora 32, Bregana, 09971916975, currently with a participation of 50%; Bozidar Debeljak with address at Augusta Senoe 48, Bregana, 92378251406, currently with a participation of 25%; and Vjera Debeljak with address at Augusta Senoe 48, Bregana, 71835745956, currently with a participation of 25%. To the extent that any changes are planned in this regard (Change of Control), the Policyholder will inform Zurich immediately so that Zurich can examine its willingness to extend the credit and so that any continuation of the Surety Insurance Policy can be adapted to the changed situation. It is herewith agreed that the participation by Tomislav Debeljak, with address at Vladimira Nazora 32, Bregana, 09971916975, in the Policyholder during the term of the guarantee credit line will be at least 50 %; that the summed participations by the Debeljak family members in the Policyholder will be altogether 100%; and that any participation changes within the family respecting those limits will not constitute a Change of Control of the Policyholder.

It is understood a Change of Control of any of the covered companies if the Policyholder ceases to have Control over such covered company.

7.5. **Negative pledge**

The Policyholder undertakes not to establish or request affiliated enterprises to establish any security or any additional security of any kind whatsoever for the benefit of third parties with regard to current account and guarantee credit lines during the term of the business relationship with Zurich. At the same time, the Policyholder will not enter into any obligations which involve establishing security in favor of third parties without Zurich participating beforehand or at the same time and with the same ranking in this security or to establish equivalent security in favor of Zurich.

This does not apply to security common in the field of industry for supplier credit by way of reservations of title and subsequent assignment of claims as well as standard liens and security interests of credit institutions resulting from general terms and conditions. Furthermore, the Policyholder undertakes to inform Zurich prior to any sale of material parts of the assets and to provide Zurich corresponding security upon request. The Policyholder also undertakes to inform Zurich without undue delay if one of the items belongs to the assets of the Policyholder is affected by enforcement measures.

7.6. **Change of business:**

The Policyholder undertakes not to make any material change in the overall nature of its business or commence any new type of business materially different from its business as the date of this Surety Insurance Policy.

7.7. **Mergers**

The Policyholder undertakes not to enter into any merger or consolidation or sell, assign, grant a lease over or otherwise dispose of a substantial part of its assets or business (save in the ordinary course of its business), where failure to do so would have a Material Adverse Effect. If a transaction such as described within this clause is undertaken between two subsidiaries of the Policyholder, both with either direct or indirect 100% participation of the Policyholder, and if all assets involved in such transaction remain under the 100% control of the Policyholder during all its phases or steps, that relevant transaction will be exempt of the restriction undertaken on this clause.

7.8. **Compliance with law**

The Policyholder undertakes at all times to procure, maintain in effect and comply with all the terms and conditions of all governmental and other resolutions, environmental or other laws and regulations, approvals, authorizations, consents and registrations to which it may be subject where failure to do so is reasonably likely to have a Material Adverse Effect.

7.9. **Set off**

Zurich shall have the right but so long as an event listed on clause 9 "Termination" has occurred and is continuing, without notice to the Policyholder or the covered companies, to set off and apply any credit balance to which the Policyholder or the covered companies are at any time beneficially entitled on any account of the Policyholder or the covered companies with Zurich against any matured liabilities of the Policyholder or a covered company under this Surety Insurance Policy or pursuant to any request and unpaid.

8. Reporting

8.1. The Policyholder will provide to Zurich annually the complete individual and, if available, consolidated annual report automatically within 180 days after the balance sheet date. If there is a delay in providing these items, the Policyholder will inform Zurich about this without undue delay.

8.2. During the term of this Surety Insurance Policy, semi-annual reporting must also be provided for the first time as of the date 30/06/2019 (to be provided at the latest 90 days after the end of the quarter). This reporting must include:

- Information about the preliminary earnings position / balance sheet;
- list of bank debt and guarantees (information about the amount of the line as well as the security and level of use);
- Information about received orders and pending orders;
- calculation formula as well as confirmation of achieving/not achieving the agreed covenants (compliance certificate), if restrictive covenants exists in loan, guarantee or bond agreements or facilities.

If other lenders receive material additional information about the economic development of the Policyholder, that information must also be provided to Zurich.

8.3. The Policyholder will inform Zurich without undue delay after an internal resolution if shares in the companies of the Group or the companies covered under Clause 5 are supposed to be directly or indirectly sold or if measures under the German Act on Transformation of Corporate Form (*Umwandlungsgesetz*) or comparable measures are supposed to be carried out. Upon request of Zurich, the Policyholder will issue the declarations required by Zurich or will make sure that companies covered under Section 5 issue the declarations required by Zurich in order to assure and clarify the unreduced, continuing existence of security and/or other declarations of liability issued in favor of Zurich.

8.4. The Policyholder and the covered companies will immediately inform Zurich about new loans agreed with financial institutions, if that loan exceeds EUR 15,000,000.00, as well as its eventual restrictive financial covenants, or the creation of any liens of whatsoever nature on assets owned by the Policyholder or the Guarantors. This information covenant also applies for existing term loans whose exposure is increased on the same amount, or to revolving loan or guarantee credit facilities, when the maximum drawing limit of such facility is increased on such amount, regardless of actual usage.

8.5. The Policyholder will automatically inform Zurich about all material commercial and legal changes at the level of the company which can be of importance for evaluating the credit standing, including, but not limited to, of any occurrence or circumstance which has or is likely to have a Material Adverse Effect, as defined by Clause 9, and the steps (if any) being taken or proposed to be taken to remedy it.

8.6. All information provided to Zurich under this clause should be presented in English or accompanied of an English translation.

9. Notice of termination

In addition to § 8 no. 2b) GCI Surety 2011, it is agreed that good cause (*wichtiger Grund*) justifying Zurich in terminating this Policy exists especially if one of the following stated situations occurs and has an adverse effect on the legal position of Zurich in its reasonable opinion:

- The Accountants issue only a limited certification or completely refuse certification of the Policyholder's annual financial statements.
- Failure to pay an amount owed to Zurich by the Policyholder.
- Breach in any of the obligations undertaken by the Policyholder or by a covered company on this Surety Insurance Policy, specially, but not limited to, those in clauses 7 and 8 and subclauses.
- An application to open insolvency proceedings over the assets of the Policyholder or of a covered company has been filed.
- Misrepresentation: Any representation or warranty made or deemed to be made by the Policyholder or by a covered company hereunder shall prove to be or shall become incorrect in any material respect as at the date it is made or deemed to be repeated unless the underlying circumstances are remedied within fourteen (14) days of that date.
- Material adverse change: Save as disclosed to Zurich by the Policyholder or by a covered company prior to this date, any event or series of events occur(s) which give(s) reasonable grounds to Zurich to believe that a Material Adverse Effect has occurred since the date of this Surety Insurance Policy and is continuing. "Material Adverse Effect" shall be considered, in addition to each and every covenant so defined, any event having a material adverse effect on: (a) the business or financial condition of the Policyholder's Group (taken as a whole) and the ability of the Policyholder to perform and comply with its payment obligations under this Surety Insurance Policy; or (b) the validity or enforceability of this Surety Insurance Policy.

10. Territorial scope of application and taxes

10.1. The geographic scope of application for beneficiaries of guarantees, i.e. the countries in which guarantees are issued, is not subject to any general restriction. However, Zurich reserves the right to examine requests under aspects of compliance as well as country risks (reference is made to § 11 of the GCI Surety 2011).

10.2. In individual countries, insurance taxes can accrue depending on the type of guarantee which Zurich must pay and which will be charged to the Policyholder. Zurich will provide information in the specific case about the type and amount of incurred taxes. The risk of changes in the duty to pay taxes after a guarantee has been issued does not lie in the area of responsibility of Zurich and must be borne by the Policyholder.

If taxes are incurred, Zurich reserves the right to accept requests for guarantees only starting at an annual premium volume of EUR 5,000.00 per guarantee.

10.3. All payments to be made by the Policyholder or a covered company under this Surety Insurance Policy or pursuant to any request shall be made in full, without any set-off or counterclaim whatsoever and free and clear of and, except to the extent required by law, without any deduction or withholding for any present or future taxes, charges, fees, levies, currency conversion costs, fees or charges of any kind. Should the Policyholder or a covered company be required by law to make such deduction or withholding from any sum payable hereunder, the Policyholder or the covered company (as the case may be) shall pay to Zurich such additional amount as may be necessary in order that the actual net amount received by Zurich after such deduction or withholding shall equal to the amount it would have been entitled to in the absence of any requirement to make such deduction or withholding. Neither Policyholder nor a covered company shall, however, be liable to compensate Zurich for income tax on its overall net income.

11. Issuance of the guarantees

11.1. The prerequisites for the issuance of guarantees are:

- existence of a legally binding, signed Surety Insurance Policy with Zurich as well as the signed declaration "Transfer of claims upon payment under a guarantee."
- regularly fulfilling the reporting agreement under Section 7
- completed and legally binding, signed request for a guarantee.

11.2. Zurich Insurance plc Niederlassung für Deutschland is responsible for issuing guarantees.

- The Policyholder or the companies covered under this Surety Insurance Policy has/have submitted all legally binding, signed applications to Zurich (the covered companies doing so through the Policyholder). Applications can be submitted in writing by regular mail, by email (as a scanned document to deb_ktvba@zurich.com) or by telefax (+49 (0) 69 / 7115 - 2949).
- Zurich will examine the requested text for the guarantee under this Policy and will subsequently issue the guarantee when the application is accepted.

12. Communication and Language

Any communication to be made under or in connection with this Policy shall be made in writing, in English, and unless otherwise stated, may be made by fax or letter, or if agreed by electronic communication. **Any communication to Zurich by letter should be directed to the Mail Address provided herein: "Zurich Insurance plc – NfD, Kredit und Kaution, P.O. Box 90 04 16, 60444 Frankfurt am Main".**

13. Confidentiality / disclosure of information

13.1. Subject to Clauses 12.2. and 12.3., the Policyholder and Zurich are required to treat as strictly confidential all information (hereinafter referred to as the **"Confidential Information"**) with regard to this Surety Insurance Policy.

13.2. Zurich can disclose Confidential Information to interested parties and third parties which must be involved for technical or legal reasons and are either under a contractual or statutory/professional obligation of confidentiality in order to prepare or implement a sub-participation or counter liability or counter insurance.

13.3. The Policyholder and Zurich can also disclose Confidential Information:

a) to the own employees as well as employees of their affiliated companies within the meaning of § 15 German Stock Corporations Act (*Aktiengesetz*) (or any other company in the Zurich Group), provided that these employees are under an obligation to maintain confidentiality;
b) professional advisors (e.g. attorneys or accountants), provided that they are either under a contractual or statutory or professional obligation to maintain confidentiality; and/or
c) if the disclosure has been ordered in a binding manner by a court or a public authority or if there is a statutory obligation to disclose.

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14. No waiver of rights

No failure or delay by Zurich in exercising its rights under this Surety Insurance Policy shall operate as waiver of such right, nor shall any indulgence of waiver granted by Zurich preclude any further or later exercise of such right.

15. Assignment

Zurich shall be entitled to assign, once or several times, at any time all or part of its rights and obligations under this Surety Insurance Policy to any surety or financial institution within its group and, with the prior written consent of the Policyholder (not to be unreasonably withheld or delayed) to any other bank or surety or financial institution, but only if such assignment does not result in the Policyholder being or becoming liable to pay any additional amount which would not have been payable had no such assignment occurred, provided, however, that no such consent shall be required if an event listed on clause 9 "Termination" has occurred and is continuing.

16. Severability clause

If one or more provisions of this Surety Insurance Policy and/or the GCI Surety 2011 are invalid or void, this does not affect the validity of the remaining provisions. A valid provision which corresponds to the intent and purpose of the void or valid provision is supposed to take the place of the void or invalid provisions in this Surety Insurance Policy.

17. Annexes to this Surety Insurance Policy

The receipt and the knowledge about the following annexes are confirmed by the signing of this Surety Insurance Policy. All annexes to this Policy material are parts of this Policy.

- Annex 1) General Conditions for Surety Insurance – GCI Surety 2011
- Annex 2) Form for application for a guarantee from Zurich
- Annex 3) Transfer of claims upon payment under a guarantee
- Annex 4) Group counter guarantee
- Annex 5) Individual counter guarantee

Ovjereni prijevod s engleskog

ZURICH

Kaucijsko osiguranje
Polica broj 701.015.905.822
(Surety Insurance Policy No. 701.015.905.822)

između:

DIV GRUPA d.o.o. za usluge
Bobovica 10/A
10430 Samobor
Hrvatska
(dalje u tekstu: ugovaratelj osiguranja

i

Zurich Insurance plc Niederlassung für Deutschland
Platz der Einheit 2
60327 Frankfurt am Main
Njemačka
Poštanska adresa:
P.O. Box 90 04 16
60444 Frankfurt am Main
Njemačka
(dalje u tekstu: "Zurich")

1. Predmet police osiguranja
(Subject of this Policy)

1.1. Zurich izdaje pojedinačne, odvojene garancije i jamstva *(Avale,* sureties, Bürgschaften; garancije, Garantien) i druge vrste preuzimanja odgovornosti u skladu s niže navedenim uvjetima, za ugovaratelje osiguranja i trgovačka društva iz članka 5, na zahtjev, a u okviru kreditne linije uz plaćanje premije u skladu s člankom 4.

Izdavanje jamstava (guarantees) vezano je uz Policu kaucijskog osiguranja (Surety Insurance Policy), u svakom pojedinačnom slučaju, na posebna zahtjev. Zurich može pojedine zahtjeve za izdavanje jamstava odbiti svakodobno bez da navodi razlog.

1.2. Polica podliježe Općim uvjetima za osiguranje kaucije ("General Terms and Conditions for Surety Insurance" - *Allgemeine Bedingungen fü die Kautionsversicherung)* "GC1 Surety 2011 - (vidi Aneks 1 uz Policu osiguranja). „GCI Surety 2011" je sastavni dio police osiguranje čiji primitak i sadržaj ugovaratelj osiguranja potvrđuje svojim potpisom na polici osiguranja.

2. Jamstvena kreditna linija / pojedinačne sekcije
(Guarantee credit line / Individual sections)

2.1. Zurich daje jamstvo ugovaratelju osiguranja do naznačenog ukupnog iznosa na temelju jamstvene kreditne linije:

EUR 15,000,000.00 (slovima: petnaest milijuna eura)

2.2. Uvjeti jamstvene kreditne linije (guarantee credit line): neograničeno, uz uvjet da su okolnosti stabilne i uredne kako su nam danas poznate.

2.3. Prilikom izračuna koliki dio jamstvene kreditne linije je iskorišten, pojedinačna jamstva (individual guarantees) će biti kreditirana sa 100% iznosa jamstvene kreditne linije. Ovo se odnosi i na još aktivna jamstva iz ranijih ugovora s ugovarateljem osiguranja i sva trgovačka društva iz članka 5.

2.4. Maksimalni individualni iznos po jamstvu je EUR 3,000,000.00 (slovima: tri milijuna eura).

2.5. Veća pojedinačna jamstva, specijalne transakcije i specijalni tekstovi (special texts) slični jamstvima mogu se izdavati po jamstvenim kreditnim linijama u specijalnim situacijama ako je Zurich prethodno proveo pozitivno ispitivanje. Za prekoračenje jamstvene kreditne linije ili specijalnih transakcija koje prelaze okvire kreditne linije, potreban je dodatni zaseban ugovor između stranaka.

3. Vrste jamstava
(Types of Guarantees)

3.1. U okviru ove kreditne linije mogu se zatražiti sljedeća jamstva:

Jamstvo za povrat avansa	do 50 % jamstvene kreditne linije;
Jamstvo za dobro izvršenje posla	do 100 % jamstvene kreditne linije;
Jamstvo za otklanjanje manjkavosti u garantnom roku	do 100 % jamstvene kreditne linije;
Ponudbeno jamstvo (bid bonds)	do 100 % jamstvene kreditne linije,

3.2. Ne izdaju se drugi tipovi jamstava ili će biti izdani samo na poseban individualizirani zahtjev i nakon provjere.

3.3. Zurichove interne smjernice dopuštaju potpisivanje jamstva (Garantien) samo ako temeljna transakcija dogovorena između Ugovaratelja osiguranja i korisnika jamstva, koja treba biti osigurana, bude navedena u tekstu dokumenta (tako da se navede broj police, datum i oznaka projekta).

3.4. Budući je vjerojatno da će Zurich preuzeti jamstva (Garantien) po ovoj polici (Surety Insurance Policy), to ugovaratelj osiguranja potpisuje i priloženi obrazac "Prijenos potraživanja kod plaćanja iz jamstva" ("Transfer of claims upon payment under a guarantee") (vidi Aneks 3 uz ovu policu). Ovaj obrazac, na način koji odgovara zakonu o jamstvima, predviđa da će zahtjevi za plaćanje biti proslijeđeni na Zurich ako je izvršeno plaćanje po jamstvu u suštini neopravdano. Zurich će koristiti ovaj zahtjev za otplatu samo ako i u mjeri u kojoj Ugovaratelj osiguranja nije izvršio povrat provedene uplate u roku od 15 radnih dana. Potpisivanje jamstava zahtijeva pravno obvezujuću provedbu izjave "Prijenos potraživanja uz plaćanje po jamstvu" koja je sastavnio dio ove Police. Ako članak 5. ove police osiguranja predviđa da društva povezana s ugovarateljem osiguranja mogu samostalno tražiti jamstva, svako od tih društava mora potpisati izjavu "Prijenos potraživanja kod plaćanje iz jamstva".

3.5. Zatražene garancije se izdaju isključivo na njemačkom ili na engleskom jeziku. Garancija se na drugim jezicima ne izdaje ili se izdaje na poseban zahtjev i nakon prethodne provjere. Ako je to potrebno, Zurich može po vlastitom nahođenju zatražiti da se donese prijevod garancije predane na nekom drugom jeziku.

3.6. Na sve garancije se primjenjuje njemačko pravo. Garancije po nekom drugom pravnom sustavu se izdaju samo nakon prethodne provjere i u konkretnim slučajevima.

3.7. Garancije za radne grupe (Arbeitsgemeinschaften, "ARGEs") izdaju se samo u pojedinačnim slučajevima i nakon prethodne provjere.

3.8. Neće se potpisivati garancije gdje su dužnik (obligor) i vjerovnik takozvana "povezana društvo" ("affiliates").

4. Premije, troškovi i rokovi/uvjeti
(Premiums, costs and terms)

4.1. Premija se zaračunava u skladu sa člankom § 7 (a) GCI Surety 2011. Premije za vrste garancija navedene u točki 3.1. Police odnose se na dotični dio garancije kako slijedi:

Stopa premije za sve tipove garancija	p.a. 1.05 %
Minimalna premija za garanciju godišnje,.........................	EUR 1,000.00
Jednokratna naknada za izdavanje za pojedini dokument neovisno o roku	EUR 150.00

4.2. Ove stope premije primjenjuju se na sve garancije preuzete u trenutku potpisivanja police. Već postojeće garancije se nastavljaju uz premijske stope koje su bile na snazi u to vrijeme.

4.2. Premija se naplaćuje za cijelo vrijeme trajanja jamstva, s tim da se obračun i naplata vrši jednom godišnje unaprijed na temelju pojedinačnih jamstava. Alternativno se može dogovoriti i zbirni račun.

4.4. Gore navedena premijska stopa izražena je kao rezultat stvarne dnevne stope i godine od 360 dana. Premija koja se plaća izračunava se prema stopi premije pomnoženoj s zajamčenim iznosom, pomnoženo s omjerom broja dana razdoblja važenja jamstva i godine od 360 dana. Za potrebe izračunavanja broja dana koji su protekli, smatra se da svaki cijeli mjesec u godini ima 30 dana, dnevna stopa premije za djelomični mjesec iznosi 1/360 stope premije.

4.5. Za garancije koje nemaju fiksni datum isteka, u svrhu utvrđivanja garancijske premije smatra se da imaju dospijeće jednako očekivanom trajanju (kako je navedeno u izvornom zahtjevu) temeljne ugovorne obveze na koju se odnose. Odredbe gornjeg stavka primjenjivat će se mutatis mutandis ako se produži očekivano trajanje temeljne ugovorne obveze na koju se odnosi jamstvo.

4.6. Neovisno o korištenju ove jamstvene kreditne linije, Zürich naplaćuje jednokratnu naknadu za obradu u iznosu od 10.000,00 EUR. Ova naknada za obradu dospijeva po potpisivanju ove police.

4.7. U mjeri u kojoj predani tekstovi za jamstvo uključuju formulaciju "plus kamate", Zürich će naplatiti premiju od 10 % povrh premije zbog rezultirajućeg povećanja rizika. Ako formulacija predloška za jamstvo uključuje klauzulu "plus kamate i troškovi", Zurich će naplatiti dodatnu naknadu od 15 % na premiju.

4.8. Zurich zadržava pravo, za garancije koje odstupaju od gore navedenih općih uvjeta, napraditi individualnu regulaciju premije.

4.9. Ako je za ispitivanje dostavljenih tekstova garancije i/ili izdavanje garancije potrebno više vremena, Zürich zadržava pravo naplatiti naknadu za izdavanje prema klauzuli 4.1. koja po visini odstupa od odredbe o troškovima, a Zurich će, prije izdavanja i slanja jamstva, o tome obavijestiti ugovaratelja osiguranja.

4.10. Dođe li do dvostrukog izdavanja garancije za što Zürich nije kriv, Ugovaratelju osiguranja će se, osim navedene naknade za izdavanje, zaračunati i dodatna naknada za izdavanje u visini ugovorene minimalne premije.

4.11. Ako izdavanje jamstva u inozemstvu zahtijeva uključivanje partnera (fronting partner), to može utjecati na povećanje troškova zbog troškova partnera povrh ugovorno ugovorene premije jamstva, kao i dodatne naknade (npr. naknade za obradu ako su potraživanja aktivira temeljem jamstva). Zurich će u ovoj situaciji unaprijed obavijestiti ugovaratelja osiguranja o svim nastalim dodatnim troškovima.

4.12. Ako ugovaratelj osiguranja želi da dokumente budu poslani kurirskom službom, ugovaratelj osiguranja mora u cijelosti snositi nastale troškove.

4.13. U pravilu se u okviru ove garancijske kreditne linije izdaju garancije s maksimalnim rokom od 5 godina, iznimka je akontacijska garancija koja ima rok od najviše 2 godine; u slučaju neograničenih garancija (perpetual garantees), ekonomski rok trajanja dokumenta mora biti unutar tog roka. Upite za garancije s rokom dužim od 5 godina potrebno je u konkretnom slučaju dostaviti u Zürich na provjeru.

4.14. Rok jamstva počinje teći kada dokument bude proknjižen u Zürichu a završava kada se dokument isknjiži nakon što bude vraćen ili nakon što je podnesena izjava o oslobađanju od strane korisnika jamstva, s time da se rok isprva računa u skladu s s podacima koje je dao Ugovaratelj osiguranja. U slučaju prekoračenja pretpostavljenog roka potrebno je zatražiti produljenje obveze iz jamstva.

4.15. Zaračunavamo naknadu za obradu zahtjeva po garanciji koju izdajemo u skladu sa člankom § 6 no. 2 a) priloženih Općih uvjeta (GCI Surety 2011), iznos se utvrđuje na temelju Njemačkog zakona o naknadama odvjetnika *(Rechtsanwaltsvergutungsgesetz,* "RVG") plus premija u iznosu od 1.0 % dotičnog iznosa garancije, oja se neće knjižiti u korist ostalih potraživanja.

4.16. Osim toga, troškovi i izdaci (npr. naknade za treće strane, troškovi javnog bilježnika, pravni troškovi) koji su nastali Zurich a prelaze okvire tih iznosa, na primjer, kako i zahtjevi za naknadu troškova, njih snosi ugovaratelj osiguranja.

5. Društva koja pokriva ova polica
(Companies included under this Surety Insurance Policy)

5.1. Pod uvjetima iz točke 5.2, svako od navedenih povezanih društava ugovaratelja osiguranja može zasebno zatražiti izdavanje police ako je društvo izdalo izjavu: Prijenos potraživanja uz plaćanje po jamstvu (Transfer of claims upon payment under a guarantee),

• DIV BRODO-GRADNJA d.o.o. za proizvodnju, trgovinu i usluge
OIB:44993645694
MB:02932083
Adresa: Bobovica 10/A, 10430 Samobor, Croatia
Partner number: 7.01.015.971.728

• BRODOSPLIT d.d. (Brodogradevna Industrija Split d.d.)
OIB: 18556905592
MB: 03141136
Adresa: Split, Put Supavla 21 - Croatia
Partner number: 701.015.971.736
Surety Insurance Policy 01/2018 Nr. 701.015.905.822

• Brodosplit-Brodogradilište specijalnih objekata d.o.o.
OIB: 15413473504
MB:03761207
Adresa: Split, Put Supavla 21 - Croatia
Partner number: 701.011.492.434
Marine and Energy Solutions DIV d.o.o. za usluge
OIB:62619385490
MB: 4208544
Adresa: Froudeova 5, HR-10000 Zagreb, Croatia
Partner number: 701.015.971.744

5.2. Kod zahtjeva za garanciju po točki 5.1 potrebno je da dotično trgovačko društvo preko Ugovaratelja osiguranja zatraži od Zuricha su-osiguranje po Polici i izjavu "grupna kontra garancija" (group counter guarantee) ili "individualna kontra garancija" (individual counter guarantee), ovisno o tome je li udjel dotičnog društvo u konsolidiranoj neto imovini i/ili u konsolidiranoj EBITDA grupi ispod 5 % ili jednak 5 % i više, te da izjava bude potpisana i predana Zurichu preko Ugovaratelja osiguranja. Zurich dotičnom trgovačkom društvo izdaje u tu svrhu individualiziranu izjavu na potpis.

5.3. Ugovaratelj osiguranja je dužan pobrinuti se da trgovačka društva koje pokriva točka 5.1:

a) da se informiraju o Polici (u sadašnjoj aktualnoj verziji) i primjeni Općih uvjeta za osiguranje jamstva (General Terms and Conditions for Surety Insurance / Allgemeine Bedingungen für die Kautionsversicherung, "GCI Surety");

b) da se odmah informiraju o svim promjenama Police; i

c) da odmah izdaju izjavu koju je urazumno zatražio Zurich u okviru izmjena i dopuna Police (posebno u kontekstu promjena koje se odnose na odgovornost).

6. Osiguranje
(Security)

Člankom 5 ove Police utvrđeno je da s ugovarateljem osiguranja povezana trgovačka društva mogu zatražiti svoju vlastitu garanciju, Zurich može tražiti kompletnu ili djelomičnu solidarnu odgovornost za obveze Ugovaratelja osiguranja davanjem izjave "grupna kontra garancija" (group counter guarantee) ili "individualna kontra garancija" (individual counter guarantee) (vidi točka 5.2). Odgovarajuće izjave o odgovornosti, kontra-garancije ili neki drugi sporazumi sa trgovačkim društvima koja imaju pravo zatražiti garanciju, mogu se dogovoriti sa Zurichom da tvore sastavni dio ove ove police.

6.1. Likvidno djelomično osiguranje
(Liquid partial security)

Kako bi se osigurala ova jamstvena kreditna linija, Zurichu treba dostaviti bankovnu garancija, alternativno se stavlja pod zalog račun s dnevno raspoloživim sredstvima sa stanjem u istom iznosu. Zürich treba unaprijed konzultirati u vezi s kreditnom institucijom kod koje se vodi račun ili izdaje jamstvo, iz razloga prihvaćanja. Osiguranje se daje prema sljedećem rasporedu:

kada se koristi do visine od	EUR 3,350,000.00......	EUR 500,000.00;
kada se koristi	EUR 3,350,001.00	EUR 500,000.00;
do	EUR 6,700,000.00......	EUR 1,000,000.00;
kada se koristi	EUR 6,700,001.00	
do	EUR 10,000,000.00.......	EUR 1,500,000.00;
kada se koristi	EUR 10,000,001.00	
do	EUR 13,350,000.00,	EUR 2,000,000.00;
kada se koristi	EUR 13,350,001.00	
do	EUR 15,000,000.00.	EUR 2,250,000.00.

Ako se ovi iznosi prekorače, ugovaratelj osiguranja mora pružiti osiguranje prije potpisivanja daljnjih garancija. Zurich je dužan osloboditi osiguranje tek ako garantirana svota padne ispod odgovarajuće razine ili ako postoji višak osiguranja od 15 %.

6.2. Troškovi
(Costs)

Troškove za osiguranje / protudogovornost koju daje treća strana snosi ugovaratelj osiguranja. Ovi troškovi ne ulaze u Policu i njima se ne tereti Zurich.

6.3. Svrha osiguranja
(Purpose of security)

Osim ako u odredbama u pojedinačnim osiguranjima (security) ne stoji nešto drugo, sva osiguranja koja je dao ili koja u buduće može dati ugovaratelj osiguranja ili društva iz Police po članku 5, služe za osiguranje svih sadašnjih i budućih uvjetovanih i neuvjetovanjih obaveza (conditional and unconditional obligations) koje duguje (ili koje su tako naznačena) Ugovaratelj osiguranja Zurichu po ili u vezi s ovom Policom, čak i ako se iznos obveza kasnije poveća, tj. ako je odobrena garantirana kreditna linija povećana, dogovoren rok ugovora produžen, premija se povećava jednom ili više puta, ili se ulazi u obvezu potpisivanje dodatnog tipa garancije.

7. Potvrde / sporazumi
(Confirmations / Agreements)

7.1. Izjave i jamstva
(Representations and Warranties)

Ugovaratelj osiguranja izjavljuje i jamči

- da je društvo s ograničenom odgovornošću propisno osnovano i da postoji prema zakonima zemlje osnutka, da posjeduje odgovarajuće ovlasti i da može držati u svojem vlasništvu imovinu i imovinske vrijednosti, da može voditi poslovanje, ulaziti u obveze i ispunjavati obveze iz ove Police;

- da je poduzeo sve potrebne mjere radi odobravanja izvršenja zahtjeva i obveza po ovoj Polici, te da sve ove obveze predstavljaju valjane, legalne i obvezujuće obveze izvršive u skladu sa dotičnim uvjetima, osim ako sama izvršivost nije ograničena stečajem, insolventnošću ili nekim drugim opće važećim propisima koji utječu na provođenje prava vjerovnika; i

- da je ishodio sva potrebna odobrenja, licence i registracije koje izdaju vladina ili druga nadležna tijela u vezi sa izvršenjem i dostavom zahtjeva, u vezi s izvršenjem, valjanošću ili provedivošću obveza sadržanih u ovoj Polici.

Smatra se da se izjave koje se daju u ovoj klauzuli ponavljaju svaki puta kada ugovaratelj osiguranje zatraži izdavanje garancija ili izmjenu ili proširenje garancije, tako kao da su dana pozivom na činjenice i okolnosti koje postoje na dan takvog zahtjeva.

7.2. Pari passu

Ugovaratelj osiguranja potvrđuje i obvezuje se pobrinuti se da njegove obveze prema Zurichu prema ovoj Polici budu barem istog ranga (pari passu) kao i sve ostale neosigurane i nepodređene obveze (unsecured and unsubordinated) ugovaratelja osiguranja, osim obveza koje moraju biti ispunjene prioritetno po sili zakona u slučaju insolventnosti ili na neki drugi način.

Također se utvrđuje da se sve financijske obveze eventualno ugovorene s trećim stranama također primjenjuju na kreditni odnos između ugovaratelja osiguranja i Züricha. Sve potvrde i obavijesti koje se odnose na ispunjenje ovih financijskih obveza moraju biti pravovremeno dostavljene Zurichu

7.3. Klauzula zajedničke odgovornosti kod neplaćanja
(Cross default)

Sporazumno se utvrđuje kako, za vrijeme trajanja ove Police, kršenje sadašnjih ili budućih obveza bilo koje vrste prema drugim bankama ili osigurateljima jamstva (guarantee insurers) kada je riječ o održavanju određenih ekonomskih i financijskih okolnosti ili ključnih pokazatelja kao i drugih ugovora (utanačenja), predstavlja kršenje ove Police u odnosu na Zürich. Ugovaratelj osiguranja se obvezuje pisanim putem odmah obavijestiti Zurich o svakom takvom kršenju kako bi Zurich mogao ispitati je li spreman za kreditiranje.

7.4. Vlasništvo / promjena kontrole
(Ownership / Change of Control)

U ovom trenutku ugovaratelj osiguranja je u izravnom ili neizravnom vlasništvu kako slijedi: Tomislav Debeljak, na adresi Vladimira Nazora 32, Bregana, 09971916975, sada s udjelom od 50%; Bozidar Debeljak na adresi Augusta Senoe 48, Bregana, 92378251406, sada s udjelom od 25%; Vjera Debeljak na adresi Augusta Šenoe 48, Bregana, 71835745956, sada s udjelom od 25%.
Budu li u ovom pogledu planirane bilo kakve promjene (promjena kontrole), ugovaratelj osiguranja će odmah obavijestiti Zurich tako da Zurich može ispitati svoju spremnost za produženje kredita i kako bi se svaki nastavak police osiguranja mogao prilagoditi promijenjenoj situaciji. Sporazumno se utvrđuje da će udio Tomislava Debeljaka, na adresi Vladimira Nazora 32, Bregana, 09971916975, u ugovaratelju osiguranja tijekom trajanja jamstvene kreditne linije biti najmanje 50 %; da zajednička odgovornosti članova obitelji Debeljak iznosi zajedno 100%; da promjena u udjelima unutar obitelji i u okviru ovih limita, ne predstavlja promjenu kontrole u ugovaratelju osiguranja.

Naominje se kako se snatra da je došlo do promjene kontrole u uključenim trgovačkim društvima, ako je ugovaratelj osiguranja prestao držati kontrolu na tim trgovačkim društvima.

7.5. Negativna obveza
(Negative pledge)

Ugovaratelj osiguranja se obvezuje da tijekom trajanja poslovnih odnosa sa Zurichom neće sam zasnovati ili zatražiti od svojih povezanih društava da zasnuju osiguranje ili dodatno osiguranje bilo koje vrste u korist trećih vezano uz kontokorent i kreditne linije po garanciji (current account and guarantee credit lines). Isto tako ugovaratelj osiguranja neće ulaziti u obveze koje uključuju zasnivanje osiguranja u korist trećih, bez da u tome sudjeluje Zurich, unaprijed ili u isto vrijeme i s istim rangom osiguranja u takvom osiguranje, ili tako da se u korist Zuricha zasnuje ekvivalentno osiguranje.

Ovo se ne odnosi na standardna osiguranja iz područja kredita za dobavljače, u vidu pridržaja prava vlasništva i nastavnih prijenosa potraživanja, te uobičajena založna prava i prava osiguranja kreditnih institucija koja proizlazi iz općih uvjeta poslovanja.

Ugovaratelj osiguranja se nadalje obvezuje prethodno informirati Zurich o svakoj prodaji bitnih dijelova imovine i Zurichu na traženje dati odgovajuće osiguranje. Ugovaratelj osiguranja se isto tako obvezuje odmah informirati Zurich ako neki od predmeta iz imovine koja pripada ugovaratelju osiguranje, postane predmetom ovršnih mjera.

7.6. Promjene u poslovanju:
(Change of business)

Ugovaratelj osiguranja se obvezuje da neće raditi nikakve materijalne promjene u svekupnoj prirodi svog poslovanja ni započinjati bilo koju vrstu aktivnosti koja bi bila materijalno drugačija od poslovanje na datum ove Police.

7.7. Spajanja i pripajanja
(Mergers)

Ugovaratelj osiguranja se obvezuje da neće ulaziti u spajanje ili konsolidaciju, da neće prodati, ustupiti, dati u zakup ili na drugi način raspolagati značajnim dijelom svoje imovine ili poslovanja (osim u redovnom tijeku svog poslovanja), osim ako to ne rezultira značajnim umanjenjem vrijednosti.
Ako se transakcija kakva je opisana u ovoj klauzuli obavlja između dva društva kćeri ugovaratelja osiguranja, u kojima ugovaratelja osiguranja ima izravno ili neizravno sudjelovanje od 100%, i ako sva imovina uključena u takvu transakciju i tijekom svih faza ili koraka ostaje pod 100%-tnom kontrolom ugovaratelja osiguranja, onda je relevantna transakcija izuzeta od ograničenja sadržanih u ovoj klauzuli.

7.8. Usklađenost sa zakonom
(Compliance with law)

Ugovaratelj osiguranja se obvezuje u svakom trenutku pribaviti, održavati i pridržavati se svih državnih i ostalih uvjeta, odredbi i rješenja, ekoloških ili drugih zakona i propisa, odobrenja, ovlaštenja, suglasnosti i registracija kojima podliježe, ako je vjerojatno da će nepridržavanje istih po razumnom uvjerenju imati bitne štetne učinke.

7.9. Prebijanje
(Set off)

Zurich ima pravo, tako dugo dok se događaj naveden u klauzuli 9 "Raskid" dogodio i nastavlja se, bez davanja obavijesti ugovaratelju osiguranja ili uključenim društvima, izvršiti prebijanje i iskoristiti kreditni saldo koji ugovaratelj osiguranja ili uključena društva u bilo kojem trenutku imaju, za sve dospjele neplaćene obveze ugovaratelja osiguranja ili uključena društva po ovoj Polici ili po bilo kojem zahtjevu.

8. **Podnošenje izvještaja**
(Reporting)

Ugovaratelj osiguranja će Zurichu dostaviti godišnje financijsko izvješće, a ako je dostupno konsolidirano godišnje izvješće i to automatski u roku od 180 dana nakon datuma bilance. Ako se s time kasni, ugovaratelj osiguranja će o tome odmah obavijestiti Zurich.

8.2. Tijekom trajanja ove Police dostavlja se i polugodišnje izvješće s prvim datumom 30/06/2019 (podnosi se najkasnije 90 dana od kraja kvartala). U izvještaju trebaju biti uključeni:

- informacija o poziciji preliminarnih primataka / bilance;
- popis bankarskih dugovanja i garancija (informacija o iznosu linije, osiguranju i razini korištenja);
- informacija o primljenim nalozima i nalozima koji su u radu;
- formula za izračun i potvrda o tome jesu li ili nisu postignuti ugovoreni sporazumi i dogovori (compliance certificate), postoje li restriktivne klauzule (restrictive covenants) kod kredita, garancija ili obvezničkih ugovora ili linija.

Ako su drugi davatelji kredita primili dodatne materijalne informacije o ekonomskom razvoju Ugovaratelja osiguranja, onda i te informacije treba dati Zurichu.

8.3. Ugovaratelj osiguranja će odmah obavijestiti Zurich nakon donošenja internih odluka kada dionice u društvu ili u grupaciji ili u društvima iz članka 5 trebaju biti izravno ili neizravno prodane ili ako treba provoditi mjere po njemačkom zakonu o preoblikovanju društava (Umwandlungsgesetz) ili usporedive mjere. Na traženje Zuricha, ugovaratelj osiguranja će izdati izjave koje je Zurich zatražio kako bi se osigurao i pojasnio nesmanjeni nastavak postojanja društva i/ili neke druge izjave o odgovornosti koje će se izdati u korist Zuricha.

8.4. Ugovaratelj osiguranja i uključena društva će odmah obavijestiti Zurich o svakom novom kreditu ugovorenom sa financijskim institucijama ako krediti premašuju EUR 15,000,000.00, te o eventualnim restriktivnim financijskim klauzulama (restrictive financial covenants), ili zasnivanju založnih prava (lien) bilo koje vrste na imovini koja je u vlasništvu Ugovaratelja osiguranja ili jamca (Guarantor). Ovaj dogovor oko informiranja odnosi se i na postojeće terminske kredite (befristete Kredite) čija izloženost se povećava na isti način; isto tako i na revolving kredite i garancijske kreditne linije, ako je maksimalni iznos za povlačenje u takvim linijama povećan za taj iznos, bez obzira na stvarno korištenje.

8.5. ugovaratelj osiguranja je dužan automatski obavijestiti Zurich o svim materijalnim komercijalnim i pravnim promjenama na razini društva koje mogu biti od važnosti za utvrđivanje kreditne sposobnosti, uključujući ali ne ograničavajući se samo na događaje ili okolnosti koje imaju ili bi mogle imati materijalno negativno djelovanje kako je to utvrđeno u točki 9, te o koracima koji se poduzimaju (ako ih ima) ili su predloženi radi saniranja situacije.

8.6. Sve informacije koje se Zurichu daju po ovoj klauzuli trebaju biti na engleskom jeziku ili u prijevodu na engleski.

9. Obavijest o raskidu
(Notice of termination)

Osim članka § 8 no. 2b) Općih uvjeta "GCI Surety 2011" Zurich može opravdano raskinuti ovu Policu ako predleži važan razlog, posebno ako se dogodila jedna od sljedećih situacija koja po razumnom mišljenju Zuricha ima negativno djelovanje na pravni položaj Zuricha:

- Revizija je izdala mišljenje s rezervom (limited certification) ili je odbila izdati mišljenje o godišnjem financijskom izvještaju ugovaratelja osiguranje.

- Ugovaratelj osiguranja nije platio Zurichu iznose koje duguje.

- Kršenje obveza koje su ugovaratelj osiguranje, ili neko uključeno društvo, preuzeli po ovoj Polici, posebno, ali ne ograničavajući se na one iz točke 7. i 8. i podtočaka.

- Nad imovinom Ugovaratelja osiguranja ili uključenog društvo podnijet je zahtjev za otvaranje postupka nesolventnosti.

- Pogrešno predočavanje podataka (Misrepresentation): Ako se pokaže da su izjava ili jamstvo koje je dao ili se smatra da je dao ugovaratelj osiguranja, ili uključeno društvo, po ovoj Polici, netočni u materijalnom značenju na dan kada su dani ili kada su ponovljeni, osim ako okolnosti na kojima se oni temelje ne budu uklonjene u roku od četrnaest (14) dana od tog datuma.

- Značajna materijalna promjena: osim ako to Zurichu nisu otkrili ugovaratelj osiguranja ili uključeno društvo prije datuma ove Police, svaki događaj ili serija događaja koja daje Zurichu dovoljno razloga da smatra da se dogodila negativna bitna promjena nakon datuma ove Police i da ista i dalje traje.
  Smatra se da je "značajni materijalni učinak" ("Material Adverse Effect"), uz svako definirano utanačenje, je i svaki događaj koji ima značajan negativni učinak na: (a) poslovno ili financijsko stanje u grupaciji Ugovaratelja osiguranja (u cjelini) i sposobnost Ugovaratelja osiguranja da izvršava i ispunjava obveze plaćanja po ovoj Polici; ili (b) valjanost ili provedivost ove Police.

10. Razmjeri teritorijalna primjene i porezi
(Territorial scope of application and taxes)

10.1. Razmjeri teritorijalne primjene za korisnike garancije, odnosno zemlje u kojima se garancije izdaju, ne podliježe općim ograničenjima. Međutim, Zurich zadržava pravo ispitati zahtjeve prema aspektima usklađenosti kao i lokalnim rizicima pojediene zemlje (pozivom se na § 11 GCI Surety 2011).

10.2. U pojedinim zemljama porezi na osiguranje mogu se obračunati ovisno o vrsti jamstva, koje Zurich mora podmiriti, s njima će se teretiti ugovaratelj osiguranja. Zurich će u konkretnom slučaju dati podatke o vrsti i visini nastalih poreza. Rizik promjene obveze plaćanja poreza nakon izdavanja jamstva nije odgovornosti Zuricha, snosi ga Ugovaratelj osiguranja. Ako nastanu porezi, Zurich zadržava pravo prihvatiti zahtjeve za garanciju samo počevši od godišnjeg iznosa premije od 5.000,00 EUR po jamstvu.

10.3. Sva plaćanja koja mora izvršiti ugovaratelj osiguranja ili uključeno društvo prema ovoj Polici ili u skladu s određenim zahtjevom, izvršit će se u punoj visini, bez prijeboja ili protutražbine i bez ikakvog ograničenja i, osim u mjeri u kojoj to zahtijeva zakon, bez odbitaka ili zadržavanja iznosa za sadašnje ili buduće poreze, pristojbe, naknade, namete, troškove konverzije valuta, pristojbe ili naknade bilo koje vrste. Ako se od osiguranika ili uključenog društva po zakonu zahtijeva da izvrši takav odbitak ili zadržavanje nekog iznosa koji se plaća prema ovoj Polici, ugovaratelj osiguranja ili uključeno društvo (zavisno od slučaja) platit će Zurichu dodatni iznos koji je eventualno potreban kako bi stvarni neto iznos koji je Zurich primio nakon takvog odbitka ili zadržavanja bio jednak iznosu na koji bi imao pravo kad ne bi postojao zahtjev da se izvrši takav odbitak ili zadržavanje. Međutim, ni osiguranik ni uključeno društvo neće biti dužni nadoknaditi Zurichu porez na dohodak na njegov ukupni neto prihod.

11. Izdavanje garancija
(Issuance of the guarantees)

11.1. Preduvjeti za izdavanje garancije jesu:

- postojanje obvezujuće potpisane Police sa Zurichom kao i potpisana izjava „Prijenos potraživanja uz plaćanje po jamstvu" (Transfer of claims upon payment under a guarantee)
- redovita dostava izvještaja po članku 7
- ispunjen, pravno obvezujući, potpisan zahtjev za izdavanje garancije

11.2. Odgovoran za izdavanje garancije: Zurich Insurance plc Niederlassung für Deutschland.

- Ugovaratelj osiguranja, ili u ovu Policu uključeno društvo, predao je Zurichu pravno obvezujući, potpisani zahtjev (uključeno društvo to radi preko Ugovaratelja osiguranja). Zahtjevi se predaju poštom, emailom (kao skenirani dokument naslovljen na: deb_ktvba@Zurich.com) ili telefaksom (+49 (0) 69 / 7115 - 2949).

- Zurich će provjeriti tekst zahtjeva za garancijom po ovoj Polici, a garanciju će izdati kada zahtjev bude odobren.

12. Komunikacija i jezik
(Communication and Language)

Komunikacija vezana uz Policu treba biti u pisanom obliku, na engleskom jeziku, osim ako nije drugačije navedeno, može se slati telefaksom ili pismom, ili prema dogovoru elektroničkom poštom. Sve komunikacije koje se upućuju na Zurich poštom trebaju ići na adresu: "Zurich Insurance plc - NfD, Kredit und Kaution, P.O. Box 90 04 16, 60444 Frankfurt am Main".

13. Povjerljivost podataka / otkrivanje informacija
(Confidentiality / disclosure of information)

13.1. Po točkama 12.2. i 12.3. su ugovaratelj osiguranja i Zurich dužni držati u strogoj tajnosti sve informacije (dalje u tekstu: "povjerljive informacije") koje se odnose na ovu Policu.

13.2. Zurich može povjerljiva informacije otkriti zainteresiranim stranama i trećima koji moraju biti uključeni iz tehničkih ili pravnih razloga te su ili u ugovornoj obvezi ili u zakonskoj/profesionalnoj obvezi čuvati povjerljivost podataka, kako u svrhu pripreme ili provođenja podrednog sudjelovanja (sub-participation) ili kontra osiguranja (counter insurance).

13.3. ugovaratelj osiguranja i Zurich mogu otkriti povjerljive podatke:

a) svojim zaposlenicima i zaposlenicima svojih povezanih društava u smislu članka § 15 njemačkog zakona o dioničkim društvima (Aktiengesetz) (ili bilo kojeg drugog društvo u grupaciji Zuricha), pod uvjetom da su ti zaposlenici obvezni čuvati povjerljivost podataka;

b) profesionalnim konzultantima (tj. odvjetnici ili knjigovođe), pod uvjetom da su obvezni čuvati povjerljivost podataka po zakonu, statutu ili iz profesionalnih razloga; i/ili

c) ako je otkrivanje podataka naloženo, na obvezujući način, od strane sudaa ili tijela javne vlasti ili kada postoji zakonska obveza otkrivanja podataka.

14. Odricanje od prava
(No-waiver of rights)

Propust ili kašnjenje na strani Zuricha u korištenju svojih prava po ovoj Polici ne smatra se odricanjem od tih prava, niti popustljivost Zuricha u vezi odricanja (indulgence of waiver) isključuje kasnije ostvarivanje prava.

15. Prijenos
(Assignment)

Zurich ima pravo prenijeti jednom ili više puta, bilo kada, sva ili dio prava i obveza po ovoj Polici na bilo koju jamstvenu ili financijsku instituciju (surety or financial institution) unutar svoje grupacije i uz prethodnu pisanu suglasnost Ugovaratelja osiguranja (koja neće biti nerazumno uskraćena niti će se s njom otezati) na svaku drugu banku ili jamstvenu ili financijsku instituciju, ali samo ako takav prijenos nema kao posljedicu to da ugovaratelj osiguranja bude dužan plaćati dodatne iznose koji se ne bi plaćali da nije bilo prijenosa, s time da takva suglasnost nije potrebna ako se dogodio i dalje traje slučaj iz točke 9 "Raskid".

16. Salvatorska klauzula
(Severability clause)

Ako je jedna ili više odredbi ove police i/ili „GCI Surety 2011" nevažeća ili ništava, to ne utječe na valjanost preostalih odredbi. Valjana odredba koja odgovara namjeri i svrsi ništave odredbe treba zamijeniti ništave ili nevaljane odredbe u ovoj polici osiguranja.

17. Aneksi uz Policu
(Annexes to this Surety Insurance Policy)

Primitak i uzimanje na znanje aneksa potvrđuju se potpisom na Polici.

Svi aneksi predstavljaju materijalni dio Police.

- Annex 1) General Conditions for Surety Insurance - GCI Surety 2011
- Annex 2) Form for application for a guarantee from Zurich
- Annex 3) Transfer of claims upon payment under a guarantee
- Annex 4) Group counter guarantee
- Annex 5) Individual counter guarantee

************** KRAJ PRIJEVODA ***

Ja, VESNA KANIŠKI, stalni sudski tumač za engleski i njemački jezik, postavljena rješenjem predsjednika Županijskog suda u Zagrebu, br. 4 Su - 243/2020. od 28. 03. 2020. potvrđujem da gornji prijevod potpuno odgovara izvorniku sastavljenom na engleskom/njemačkom jeziku.

U Zagrebu, 07 07 2022

Annex 2: Utilisation Request Form

To:
** CIGCLUWINT **
Zurich Insurance plc
Niederlassung für Deutschland
Direktion Frankfurt

P.O. Box 90 04 16
60444 Frankfurt am Main
Germany

Dear Sirs,

Re. Surety Insurance Policy No. 701.015.905.822 dated 06th December 2018 (the "Facility")

1. We refer to the above Facility. Terms and expressions defined in the Facility shall have the same meanings when used herein. We hereby request you to issue a Guarantee as follows:

2.

Sector / Segment / Business / Unit:	
Legal Entity (Guaranteed Subsidiary): Address:	

(1) PROJECT or CONTRACT CONCERNED:

Country:	
Client:	
Project and Description:	
Reference of Contract/Tender:	
Total Project Amount:	
Payment schedule (per cent – Advance/ Milestones/PAC/FAC):	
Timetable (key dates – LOI/OrderBooking/PAC/FAC):	

(If Consortium, state percentage by unit involved and named)

(2) BOND REQUESTED

(a)	Bond Type:	
(b)	Category:	

Ŋ

(c)	Principal Amount and/or maximum potential liability and currency of issue:	
(d)	Payment Currency:	
(e)	Effectiveness:	
(f)	Release conditions:	
(g)	Expiry Date (state if definite or expected):	
(h)	Bonding Guarantee to be provided by	
(i)	Name of Beneficiary: Address:	
(j)	Bond to be remitted to (name and address + phone + fax):	
	by (date):	
(k)	Wording of Bonding Guarantee:	
(l)	Language of Bonding Guarantee:	
(m)	Translation into (circle one):	

3. We certify that all the representations and warranties set out in Clause 7 of the Facility are fulfilled and will be fulfilled on the date of this Request.

4. This Request is irrevocable.

Yours faithfully

Authorised Signatory

Authorised Signatory

Amendment No. 1
Surety Insurance
Policy No. 701.015.905.822

between

DIV GRUPA d.o.o. za usluge
Bobovica 10/A
10430 Samobor
Croatia

(hereinafter referred to as the "Policyholder")

and

Zurich Insurance plc Niederlassung für Deutschland
Platz der Einheit 2
60327 Frankfurt am Main
Germany

Mail address:
P.O. Box 90 04 16
60444 Frankfurt am Main
Germany

(hereinafter referred to as "Zurich")

ZURICH

The Policyholder and Zurich agree with this Amendment No. 1 Surety Insurance Policy No. 701.015.905.822 the following:

I. **The following section:**

2. **Guarantee credit line / individual sections**

2.1. Zurich provides to the Policyholder guarantees up to the following total amount on the basis of a guarantee credit line:

EUR 15,000,000.00 (in words: fifteen million Euro)

will be replaced by:

2. **Guarantee credit line / individual sections**

2.1. Zurich provides to the Policyholder guarantees up to the following total amount on the basis of a guarantee credit line:

EUR 7,000,000.00 (in words: seven million Euro)

Other clauses in the Section 2 remain unchanged.

II. **The following section:**

4. **Premiums, costs and terms**

4.1. The premium is charged in accordance with § 7 a) GCI Surety 2011. The premiums for the types of guarantee listed in Clause 3.1. of this Surety Insurance Policy relate to the respective amount of the guarantee as follows:

Premium rate for all types of guarantees	p.a. 1.05 %
Minimum premium per guarantee annually	EUR 1,000.00
One-time issuing fee for each document independent of term	EUR 150.00

will be replaced by:

4. **Premiums, costs and terms**

4.1. The premium is charged in accordance with § 7 a) GCI Surety 2011. The premiums for the types of guarantee listed in Clause 3.1. of this Surety Insurance Policy relate to the respective amount of the guarantee as follows:

Premium rate for all types of guarantees	p.a. 1.35 %
Minimum premium per guarantee annually	EUR 1,000.00
One-time issuing fee for each document independent of term	EUR 150.00

Other clauses in the Section 4 remain unchanged.

III. On the Section 6, "Security":

A. The following section:

6. Security

If Section 5 of this Surety Insurance Policy provides that companies affiliated with the Policyholder can request their own guarantees, Zurich can demand that these companies are completely or partially jointly and severally liable (*gesamtschuldnerisch*) for the obligations of the Policyholder by declaring a "group counter guarantee" or an "individual counter guarantee" (see Clause 5.2). Corresponding declarations of liability, counter guarantees or other agreements with the companies entitled to apply for guarantees agreed accordingly with Zurich become a part of this Surety Insurance Policy.

6.1. Liquid partial security

In order to secure this guarantee credit line, a bank guarantee must be provided to Zurich or, in the alternative, an account with daily available funds must be pledged having a balance in the same amount.

Zurich must be consulted in advance with regard to the credit institution maintaining the account or issuing the guarantee due to reasons of acceptance.

The security must be provided in accordance with the following schedule:

when used in an amount up to................	EUR 3,350,000.00......	EUR 500,000.00;
when using	EUR 3,350,001.00	
up to..................	EUR 6,700,000.00......	EUR 1,000,000.00;
when using	EUR 6,700,001.00	
up to..................	EUR 10,000,000.00......	EUR 1,500,000.00;
when using	EUR 10,000,001.00	
up to..................	EUR 13,350,000.00......	EUR 2,000,000.00;
when using	EUR 13,350,001.00	
up to..................	EUR 15,000,000.00......	EUR 2,250,000.00.

In the case of exceeding the schedule, security must be provided by the Policyholder prior to signing any further guarantees. Zurich is first required to release security when the guaranteed amount falls below the respective level if there is excess security of 15 %.

will be replaced by:

6. Security

If Section 5 of this Surety Insurance Policy provides that companies affiliated with the Policyholder can request their own guarantees, Zurich can demand that these companies are completely or partially jointly and severally liable (*gesamtschuldnerisch*) for the obligations of the Policyholder by declaring a "group counter guarantee" or an "individual counter guarantee" (see Clause 5.2). Corresponding declarations of liability, counter guarantees or other agreements with the companies entitled to apply for guarantees agreed accordingly with Zurich become a part of this Surety Insurance Policy.

6.1. Item 6.1 is not used and is intentionally left blank.

B. **The following Clause 6.4 will be included:**

6.4. Security with fixed expiry date

In case the security offered to Zurich has an expiry date, that limits the rights of Zurich to claim its indemnity after a certain date or event, the Policyholder undertakes to, 90 (ninety) calendar days before its fixed or presumed expiry date, either: (i) prove the extension of its validity to Zurich, with appropriate documentation extending the expiry into a new period of time; (ii) renew such security into a new identical security with a new later expiry date; or (iii) provide a new different security of similar or higher quality previously accepted by Zurich on its own sole and absolute discretion interest and criteria. In either case, the Policyholder recognize that Zurich alone in its own sole and absolute discretion will be entitled to determine if the documentation presented is appropriate and sufficient proof of satisfaction on the obligation herein described of maintaining Zurich secured.

C. **Other clauses in the Section 6 remain unchanged.**

All other terms and conditions of the Surety Insurance Policy No. 701.015.905.822 will be valid unchanged.

Frankfurt/Main, November 11th, 2019.

Zurich Insurance plc Niederlassung für Deutschland

Zurich Insurance plc
Niederlassung für Deutschland
Credit Lines
Platz der Einheit 2
60327 Frankfurt am Main

Christoph Koehler
Underwriting Surety Germany

Ermelinda Almeida Prado Helmuth
Underwriting Surety Germany

(Place) (Date)

DIV GRUPA d.o.o. za usluge

DIV GRUPA d.o.o.
10430 SAMOBOR, Bobovica 10/A
Tel. 01 3377-000, Fax. 01 3376-166
OIB: 33890756814

DARKO PAPPO
ČLAN UPRAVE (MEMBER OF THE BOARD)

(Place) (Date)

DIV BRODOGRADNJA d.o.o. za proizvodnju, trgovinu i usluge

DIV BRODOGRADNJA d.o.o.
za proizvodnju, trgovinu i usluge
10430 SAMOBOR, Bobovica 10 a
OIB:44993645694

TOMISLAV DEBELJAK (
CHAIRMAN OF THE BOARD

ZURICH

______________________ ______________
(Place) (Date)

BRODOSPLIT d.d. (Brodograđevna Industrija Split d.d.)

BRODOGRAĐEVNA INDUSTRIJA SPLIT dioničko društvo, Split

TOMISLAV ĐORAK
MEMBER OF THE BOARD

______________________ ______________
(Place) (Date)

Brodosplit- Brodogradilište specijalnih objekata d.o.o.

BRODOSPLIT-BRODOGRADILIŠTE SPECIJALNIH OBJEKATA d.o.o. SPLIT

TOMISLAV DEBEYAC
MEMBER OF THE BOARD

______________________ ______________
(Place) (Date)

Marine and Energy Solutions DIV d.o.o. za usluge

Marine and Energy Solutions DIV d.o.o. Zagreb

Mislav Brlić
General Manager

Ovjereni prijevod s engleskog

ANEKS 2. OBRAZAC ZAHTJEVA
(Annex 2: Utilisation Request Form)

Prima:
** CIGCLUWINT **
Zurich Insurance plc
Niederlassung für Deutschland
Direktion Frankfurt

P.O. Box 90 0416
60444 Frankfurt am Main
Germany

Predmet: polica kaucijskog osiguranja No. 701.015.905.822 (Surety Insurance Policy No. 701.015.905.822) od 6.12.2018. (instrument - facility)

1. Pozivamo se na gornji instrument (facility). Pojmovi i izrazi definirani u instrumentu (facility) imat će ista značenja i u ovom tekstu.

2.

Sektor / Segment / Poslovanje / Jedinica:	
Pravna osoba (uključeno društvo): Adresa:	

(1) PROJEKT ILI UGOVOR:

Zemlja:	
Klijent:	
Projekt i opis:	
Referenca ugovora/ponude:	
Ukupni iznos projekta:	
Raspored plaćanja (per cent. - avans/ faze/PAC/FAC):	
Raspored (ključni datumi - LOI/OrderBooking/PAC/FAC):	

(Ako je riječ o konzorciju, navedite postotak po uključenoj i imenovanoj jedinici)

(2) TRAŽENA OBVEZNICA (JAMSTVO)

(a) Vrsta obveznice (jamstva):	
(b) Kategorija:	
(c) Iznos glavnice i/ili maksimalna potencijalna obveza i valuta izdavanja:	
(d) Valuta plaćanja:	

(e) Učinkovitost:	
(f) Uvjeti puštanja:	
(g) Datum isteka (navesti ako je definiran	
h) kaucijsko jamstvo izdaje (Bonding Guarantee)	
(i) Ime korisnika: Adresa:/	
(j) Garancija koja se šalje (ime i adresa + telefon + faks):	
do (datum):	
(k) Tekst kaucijskog jamstva: (Bonding Guarantee):	
l) jezik kaucijskog jamstva	
m) prijevod (zaokruži jedan)	

3. Potvrđujemo da su sve izjave i jamstva iz točke 7. instrumenta ispunjena i da će biti ispunjena na dan ovog Zahtjeva.

4. Ovaj zahtjev je neopoziv.

S poštovanjem,

Ovlašteni potpisnik

Ovlašteni potpisnik

ZURICH®

IZMJENA NO. 1.
KAUCIJSKOG OSIGURANJA
(Surety Insurance)
Polica broj 701.015.905.822

između:

DIV GRUPA d.o.o. za usluge
Bobovica 10/A
10430 Samobor
Hrvatska
(dalje u tekstu: ugovaratelj osiguranja

i

Zurich Insurance plc Niederlassung fur Deutschland
Platz der Einheit 2
60327 Frankfurt am Main
Njemačka
Poštanska adresa:
P.O. Box 90 04 16
60444 Frankfurt am Main
Njemačka
(dalje u tekstu: "Zurich")

Ugovaratelj osiguranje i Zurich sporazumni su s Izmjenama police kaucijskog osiguranja broj 701.015.905.822 („Amendment No. 1 Surety Insurance Policy No. 701.015.905.822) i utvrđuju kako slijedi:

I. Sljedeći članak / odjeljak:

2. Jamstvena kreditna linija / pojedinačne sekcije

2.1. Zurich daje jamstvo ugovaratelju osiguranja do naznačenog ukupnog iznosa na temelju jamstvene kreditne linije:

EUR 15,000,000.00 (slovima: petnaest milijuna eura)

zamjenjuje se sa:

2. Jamstvena kreditna linija / pojedinačne sekcije

2.1. Zurich daje jamstvo ugovaratelju osiguranja do naznačenog ukupnog iznosa na temelju jamstvene kreditne linije:

EUR

17,000,000.00 (slovima: sedam milijuna eura)

Sve ostale klauzule u odjeljku / članku 2 ostaju nepromijenjene

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II. Sljedeći članak / odjeljak:

4. Premije, troškovi i rokovi/uvjeti

4.1. Premija se zaračunava u skladu sa člankom § 7 (a) GCI Surety 2011. Premije za vrste garancija navedene u točki 3.1. Police (Surety Insurance Policy) odnose se na dotični dio garancije kako slijedi:

Stopa premije za sve tipove garancija	p.a. 1.05 %
Minimalna premija za garanciju godišnje,..........................	EUR 1,000.00
Jednokratna naknada za izdavanje za pojedini dokument neovisno o roku	EUR 150.00

zamjenjuje se sa:

4. Premije, troškovi i rokovi/uvjeti

4.1. Premija se zaračunava u skladu sa člankom § 7 (a) GCI Surety 2011. Premije za vrste garancija navedene u točki 3.1. Police (Surety Insurance Policy) odnose se na dotični dio garancije kako slijedi:

Stopa premije za sve tipove garancija	***p.a. 1.35 %***
Minimalna premija za garanciju godišnje,..........................	***EUR 1,000.00***

Jednokratna naknada za izdavanje za pojedini dokument neovisno o roku .... ***EUR 150.00***

Sve ostale klauzule u odjeljku / članku 4 ostaju nepromijenjene.

III. Odjeljak / članak 6 "osiguranje":

A. Sljedeći odjeljak / članak:

6. Osiguranje

Člankom 5 ove Police utvrđeno je da s ugovarateljem osiguranja povezana trgovačka društva mogu zatražiti svoju vlastitu garanciju, Zurich može tražiti kompletnu ili djelomičnu solidarnu odgovornost za obveze Ugovaratelja osiguranja davanjem izjave "grupna kontra garancija" (group counter guarantee) ili "individualna kontra garancija" (individual counter guarantee) (vidi točka 5.2). Odgovarajuće izjave o odgovornosti, kontra-garancije ili neki drugi sporazumi sa trgovačkim društvima koja imaju pravo zatražiti garanciju, mogu se dogovoriti sa Zurichom da tvore sastavni dio ove ove police.

6.1. Likvidno djelomično osiguranje

(Liquid partial security)

Kako bi se osigurala ova jamstvena kreditna linija, Zurichu treba dostaviti bankovnu garancija, alternativno se stavlja pod zalog račun s dnevno raspoloživim sredstvima s stanjem u istom iznosu. Zürich treba unaprijed konzultirati u vezi s kreditnom institucijom kod koje se vodi račun ili izdaje jamstvo iz razloga prihvaćanja. Osiguranje se daje prema sljedećem rasporedu:

kada se koristi do visine od	EUR 3,350,000.00......	EUR 500,000.00;
kada se koristi	EUR 3,350,001.00	EUR 500,000.00;
do	EUR 6,700,000.00......	EUR 1,000,000.00;
kada se koristi	EUR 6,700,001.00	
do	EUR 10,000,000.00.......	EUR 1,500,000.00;
kada se koristi	EUR 10,000,001.00	
do	EUR 13,350,000.00,	EUR 2,000,000.00;
kada se koristi	EUR 13,350,001.00	
do	EUR 15,000,000.00.	EUR 2,250,000.00.

Ako se ovi iznosi prekorače, ugovaratelj osiguranja mora pružiti osiguranje prije potpisivanja daljnjih garancija. Zurich je dužan osloboditi osiguranje tek ako garantirana svota padne ispod odgovarajuće razine ili ako postoji višak osiguranja od 15 %.

zamjenjuje se sa:

6. Osiguranje
Člankom 5 ove Police utvrđeno je da s ugovarateljem osiguranja povezana trgovačka društva mogu zatražiti svoju vlastitu garanciju, Zurich može tražiti da kompletnu ili djelomičnu solidarnu odgovornost za obveze Ugovaratelja osiguranja davanjem izjave "grupna kontra garancija" (group counter guarantee) ili "individualna kontra garancija" (individual counter guarantee) (vidi točka 5.2). Odgovarajuće izjave o odgovornosti, kontra-garancije ili neki drugi sporazumi sa trgovačkim društvima koja imaju pravo zatražiti garanciju, mogu se dogovoriti sa Zurichom da tvore sastavni dio ove police.

6.1. Točka 6.1 se ne primjenjuje i namjerno se ostavlja prazna.

B. Uvrštava se točka 6.4:

6.4. Osiguranje s fiksnim datumom isteka

U slučaju da osiguranje ponuđeno Zurichu ima datum isteka koji ograničava prava Zuricha da traži svoju odštetu nakon određenog datuma ili događaja, ugovaratelj osiguranja će, 90 (devedeset) kalendarskih dana prije navedenog ili pretpostavljenog datuma isteka, učiniti jednog od sljedećeg:
(i) Zurichu dokazati produljenje valjanosti odgovarajućim dokumentima kojima se istek produžuje na novi rok; (ii) pretvoriti takav kolateral u novi identičan kolateral s novim, kasnijim datumom isteka; ili (iii) dati novo, drugačije osiguranje slične ili više kvalitete od one koju je Zurich prethodno prihvatio prema vlastitom nahođenju i prema vlastitim kriterijima. U svakom slučaju, ugovaratelj osiguranja potvrđuje da će Zurich imati isključivo i apsolutno diskrecijsko pravo utvrditi je li dostavljena dokumentacija razuman i dovoljan dokaz da je ovdje opisana obveza ispunjenja i da će Zurich biti osiguran.

C. Sve ostale točke članka 6. ostaju nepromijenjena.

Svi ostali uvjeti iz Police (Surety Insurance Policy) No. 701.015.905.822 ostaju na snazi u nepromijenjenom obliku.

Frankfurt/Main, 11. studenog 2019.

Zurich Insurance plc Niederlassung für Deutschland

(Otisak četvrtastog pečata)
Zurich Insurance plc
Zurich Insurance plc Niederlassung für Deutschland
Credit lines
Platz der Einheit 2, 60327 Frankfurt am Main,

(vlastoručni potpis)
Christoph Koehler
Underwriting Surety
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vlastoručni potpis)
Ernst De Almeida Prado Hellmuth
Underwriting Surety Germany

DIV GRUPA d.o.o. za usluge

(Otisak četvrtastog pečata)
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OIB: 33890755814

(vlastoručni potpis)
Darko Pappo
član uprave

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za proizvodnju, trgovinu i usluge

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Tomislav Debeljak
predsjednik uprave

BRODOSPLIT d.d. (Brodograđevna industrija Split d.d.)

(Otisak četvrtastog pečata)
Brodograđevna industrija Split
dioničko društvo, Split

(vlastoručni potpis)
Tomislav Čorak
član uprave

Brodogradilište specijalnih objekata d.o.o.

(Otisak četvrtastog pečata)
Brodogradilište specijalnih objekata
d.o.o. Split

(vlastoručni potpis)
Tomislav Debeljak
predsjednik uprave

Marine and Energy Solutions DIV d.o.o. za usluge

(Otisak četvrtastog pečata)
Marine and Energy
Solutions DIV d.o.o. Zagreb

(vlastoručni potpis)
Mislav Brlić
direktor

Amendment Nr. 1 to the Surety Insurance Policy Nr. 701.015.905.822 Page 5 of 5

Ja, VESNA K[illegible]NIŠKI, stalni sudski tumač za engleski i njemački [illegible], postavljena rješenjem predsjednika Županijskog [illegible]da u Zagrebu, br. 4 Su - 243/2020. od 25. [illegible] [illegible]. potvrđujem da gornji prijevod potpuno [illegible] izvorniku sastavljenom na engleskom/njemačkom jeziku.

U Zagrebu, 01. 07. 2022

STALNI SUDSKI TUMAČ ZA ENGLESKI I NJEMAČKI JEZIK
SWORN COURT INTERPRETER FOR ENGLISH AND GERMAN LANGUAGES

General Conditions for Surety Insurance

– GCI Surety 2011 –

Section 1 Subject matter of insurance
After evaluating the policyholder's creditworthiness, the insurer shall provide sureties by way of surety bonds, guarantees or other assumptions of liability as instructed by the policyholder on a case-by-case basis subject to premium for each individual case. As a surety, it agrees to make payments to beneficiaries in accordance with the terms of the surety wording.

Section 2 Policyholder's obligations
The policyholder shall:

a) present his respective annual financial statements with any auditor's opinion to the insurer immediately upon their completion and explain them upon request so that the insurer may evaluate his creditworthiness. If the annual financial statements are not completed by a specified date, the policyholder shall submit a preliminary balance sheet with an income statement on request and subsequently submit the annual financial statements with the auditor's opinion;
b) supply at any time to the insurer any information and documentation that the insurer may request concerning the development of business and any other activities and relationships which the insurer may deem essential to a credit evaluation;
c) notify the insurer without further request of any significant changes to its legal and economic circumstances which could be relevant to the business relationship and credit evaluation.

Section 3 Execution of sureties
The following terms and conditions apply to the provision, modification and discharge of sureties:

1. The insurer
a) shall either provide sureties itself in response to a specific request (direct sureties) or engage another insurer or lending institution (primary surety) to provide sureties (indirect sureties). If the insurer engages a primary surety, it shall only be responsible for exercising due care in selecting and instructing the primary surety; the insurer has no liability in this regard if it is acting on the policyholder's instructions;
b) shall maintain a surety account for the policyholder where it recognizes direct sureties on the issue date and indirect sureties on the date on which it sends the engagement letter to the primary surety;
c) can refuse to provide sureties;
d) can waive statutory liability limitations (e.g. German Civil Code (BGB) Section 768 et seqq.) in its sureties and make the sureties contingent on the fulfilment of a particular condition;
e) shall cancel direct sureties with an unambiguously worded deadline if it fails to receive any claims by the deadline unless the surety is governed by foreign law;
f) shall refrain from cancelling any other direct sureties until the sureties have been unconditionally returned to it or it has received an unconditional release of liability from the beneficiary. The insurer shall not cancel any sureties that were extended pending a final court decision (process surety) and not already returned by the beneficiary until it has been expressly released from liability;
g) shall cancel indirect sureties once the primary surety has been unconditionally released from any liability.

2. The policyholder
a) approves the contents of the sureties wherever he did not stipulate the wording himself, and furthermore approves the contents of the engagement letters issued to primary sureties in the case of indirect sureties;
b) shall notify the insurer in every single case where damages may result from delays or misrouting in connection with executing a request or from communications in this respect;
c) shall return executed sureties to the insurer and not use them in the event of imminent insolvency;
d) consents to allow the beneficiaries to supply the insurer with information regarding the settlement and amount of guaranteed obligations.

Section 4 Collateral
The policyholder will provide collateral upon request by the insurer pursuant to the terms of the insurance contract.
The collateral secures all the insurer's rights and remedies under the surety contract. This includes the insurer's right to be reimbursed for incurred expenses (see Sections 6 and 7 of these General Conditions).
The collateral will be released once the insurer's liability under all executed sureties has fully and completely lapsed and all of the insurer's claims against the policyholder are fully and completely satisfied. The policyholder may demand the release of collateral that exceeds 120% of all quantifiable risk under executed sureties, excluding any premiums owed.

Section 5 Claims

1. The policyholder
a) shall ensure that the insurer receives no claims under the sureties provided and shall take all measures to prevent the submission of a claim in a timely manner;
b) shall immediately notify the insurer of any pleas and defenses to submitted claims and present documentary proof thereof;
c) shall, if requested by the insurer, provide separate collateral equal to the sum claimed plus estimated expenses for costs and interest if the insurer conducts a legal dispute at his request and on the basis of his defenses;
d) shall expressly waive pleas and defenses that it may have against the insurer regarding the existence, amount and grounds for any submitted claims.

2. The insurer
a) shall notify the policyholder of any sureties being claimed and request that he immediately takes suitable action to defend against the claim and/or provide the insurer with all the information that will enable the insurer to review the claim. If the policyholder fails to honor this request or if his efforts are unsuccessful, the insurer is entitled, after conducting a review, to render payment according to the terms of the sureties. In the event of a surety bond (Bürgschaft) on demand or a guarantee (Garantie), the insurer is entitled, without further review, to immediately pay the beneficiary the requested sum up to the surety amount unless the claim obviously constitutes abuse of a legal right;
b) shall notify the beneficiary of any reservations lodged by the policyholder;
c) may render payment to whichever party it deems entitled to receive the payment based on a diligent review;
d) shall only render payment for claims under cancelled sureties if authorized to do so by the policyholder or if ordered to pay by a court judgment that can be enforced against the insurer in the country where the judgment was handed down.

Section 6 Recourse
If the insurer incurs costs, or if the insurer incurs expenses which, given the circumstances, it may reasonably deem necessary for the performance of the insurance contract, including but not limited to expenses for reviewing and

paying justified claims or defending against unjustified claims, the policyholder must refund these costs or expenses without prejudice to any further claims for refunds or damages, including interest on amounts in default.

Payment claims accrue interest from the charge date to the refund date at a rate of eight percent above the applicable base interest rate (BGB Sections 247, 288 and German Commercial Code ("HGB") Section 352); the policyholder is free to prove that the insurer has sustained significantly lower damages.

2. In each case, the insurer may charge a processing fee (BGB Section 315) based on the general fee for out-of-court work under the German Lawyers' Remuneration Act ("RVG") or agree a separate flat fee with the policyholder
   a) as compensation for its own expenses in the event of claims under the sureties,
   b) as compensation for its own administrative expenses if the policyholder becomes insolvent.

   The insurer may refuse to issue any further sureties until these obligations have been fully and completely satisfied.

3. The policyholder's refund obligation under no. 1 also includes expenses incurred by the insurer after insolvency proceedings are initiated against the policyholder.

Section 7 Premiums, expenses and costs, due date, default

1. The policyholder
   a) shall immediately pay all premiums due,
   b) shall, in the event of default, pay interest at a rate of eight percent above the applicable base interest rate (BGB Sections 247, 288 and HGB Section 352) and a payment reminder fee; the policyholder is free to prove that the insurer has sustained significantly lower damages.
2. The insurer
   a) charges premiums in exchange for providing sureties as well as processing fees; the insurer calculates the premium stipulated in the surety contract based on (i) the surety amounts to be recognized and (ii) the period starting on the recognition date and ending on the cancellation date and may also charge an additional stipulated premium for providing the credit facility if applicable. The premium is payable in advance and generally invoiced and collected for a period of one year,
   b) shall, if the surety is returned early or reduced, refund excess premium payments except for minimum premiums; this shall not apply to premiums for providing the credit facility,
   c) shall bill the policyholder for additional documented expenses/costs (e.g. third-party fees and premiums, delivery and notary costs),
   d) may suspend the issuance of additional sureties in the event of a default on premium payments.

Section 8 Termination of surety insurance

1. The policyholder may terminate the surety contract with immediate effect at any time.
2. The insurer
   a) may terminate the surety contract with three months' prior notice at any time unless it is a fixed-term contract,
   b) may terminate the surety contract for good cause with immediate effect at any time; good causes include, but are not limited to:
      - if the policyholder violates his obligations to the insurer, e.g. by providing misinformation to the insurer, or
      - if, in the insurer's sole discretion, the policyholder has suffered a significant deterioration or threat to his economic circumstances or if the insurer learns of such a threat or deterioration, or
      - if the policyholder fails to furnish collateral requested, collateral provided to the insurer is lost or the insurer, upon careful examination, can no longer consider the collateral adequate, or
      - if the mutual trust underpinning the contract has been seriously undermined.
   c) may, if the surety contract is terminated, revoke or terminate the beneficiaries' ability to continue to use the sureties, especially in the case of revoking sureties (e.g. rent deposit, customs sureties, et al.).

Section 9 Release/collateral

Upon request by the insurer, the policyholder shall
   a) furnish separate cash collateral to the insurer in the cases described in Section 8 (2) (b) without the contract relationship having to be terminated,
   b) upon termination of the surety contract, release the insurer from any liability under the sureties and for the time period until such a release has been provided, upon request by the insurer, furnish the insurer with cash collateral or another form of collateral acceptable to the insurer worth the same amount as the sureties that have not yet been unconditionally cancelled,
   c) pay double premiums from the date of the receipt of the demand for collateral to the date on which all the sureties are finally discharged or the collateral demanded in b) has been fully furnished.

Section 10 Exclusions

The insurer shall not be liable to the policyholder for any damages whenever the following factors contributed to their occurrence: war, warlike events, civil commotion, terror attacks, strikes, confiscation, interference with trade and monetary transactions by governmental authorities, natural disasters or nuclear energy.

Section 11 Sanction clause

1. Sureties shall not be issued if
   – the transacting of insurance business or
   – the provision of insurance benefits

   would violate any economic sanction or embargo imposed by law or regulation.
2. For the purposes of this clause, economic and trade sanctions are sanctions imposed
   a) by the European Union (EU) or the Federal Republic of Germany,
   b) on the basis of a resolution of the UN Security Council, by the United States of America (USA) or by the United Kingdom (UK).

   Economic and trade sanctions specified under b) shall only apply to the extent that there are no contrary European or German laws or regulations.

   The economic and trade sanctions also include lists of persons, companies and other legal entities, ships or aircraft subject to sanctions (e.g. for the EU Consolidated list of persons, groups and entities subject to EU financial sanctions).

Section 12 Final provisions

Modifications and amendments to the surety contract shall only apply if and insofar as they are stipulated in an endorsement or confirmed in writing by the insurer in some other form. Verbal agreements shall not be valid. Modifications to this clause must be made in written form.

Any declarations of intent and notifications pertaining to the surety relationship shall be made in written form, including in electronic form.

German law shall apply. Wherever permitted by law, the place of performance and the place of jurisdiction shall be Frankfurt am Main.

The competent supervisory authorities are:

Federal Financial Supervisory Authority (BaFin)
– Insurance department –
Graurheindorfer Strasse 108
53117 Bonn, Germany

and

Central Bank of Ireland (CBI)
Insurance Supervision Department
– Financial Regulator –
PO Box 11517
Spencer Dock
Dublin 1, Ireland

ZURICH
Zurich Insurance plc ured za Njemačku
(Zurich Insurance plc Branch Office for Germany)
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Opći uvjeti za osiguranja jamstva -GCI Surety 2011-
(General Conditions for Surety Insurance (GCI Surety 2011))

§ 1 Predmet osiguranja
(Subject Matter of Insurance)

Osiguratelj, nakon procjene kreditne sposobnosti ugovaratelja osiguranja, izdaje jamstvo (u vidu jamstva, garancija ili nekog drugog oblika preuzimanja odgovornosti) (surety bonds, guarantees or other assumptions of liability) prema uputama ugovaratelja osiguranja od slučaja do slučaja i s premijom za svaki slučaj zasebno; kao davatelj jamstva obvezuje se izvršiti isplate korisnicima (vjerovnicima) u skladu s uvjetima iz teksta jamstva.

Članak 2. Obveze ugovaratelja osiguranja
(Policyholder's obligations)

Ugovaratelj osiguranja
a) dužan je Osiguratelju dostaviti svoje godišnje financijske izvještaje s revizorskim mišljenjem odmah čim budu gotovi i na traženje ih obrazložiti kako bi Osiguratelj mogao ocijeniti kreditnu sposobnost ugovaratelja osiguranja; ako godišnji financijski izvještaji nisu gotovi do određenog datuma, ugovaratelj osiguranja dužan je na zahtjev dostaviti preliminarnu bilancu s računom dobiti i gubitka, a naknadno godišnje financijske izvještaje s mišljenjem revizora,

b) dužan je dostaviti Osiguratelju u bilo koje vrijeme sve informacije i dokumentaciju koju bi Osiguratelj mogao zatražiti u vezi s razvijanjem poslovanja i svih drugih aktivnosti i odnosa koje Osiguratelj može smatrati bitnim za kreditnu ocjenu.

c) dužan je bez posebnog traženja obavijestiti Osiguratelja o značajnim promjenama svojih pravnih i gospodarskih okolnosti koje bi mogle biti relevantne za poslovni odnos i kreditnu ocjenu,

Članak 3. Izvršenje jamstava
(Execution of sureties)

Sljedeći uvjeti primjenjuju se na izdavanje jamstva, izmjene jamstva i oslobađanje jamstva (discharge of sureties)

1. Osiguratelj

a) izdaje jamstvo u odgovoru na određeni upit/zahtjev (izravna jamstva - direct sureties) ili angažira nekog drugog osiguratelja ili neku drugu kreditnu instituciju (primarno jamstvo - primary surety) za izdavanje jamstava (neizravna jamstva - indirect sureties); ako Osiguratelj angažira primarno jamstvo, onda je Osiguratelj odgovoran samo za to da pri odabiru primarnog osiguranja i davanju uputa primarnom osiguranju postupa s dužnom pažnjom; Osiguratelj nema u vezi s tim nikakvu odgovornost ako postupa prema Uputama ugovaratelja osiguranja;

b) vodi jamstveni korisnički račun (surety account) za Ugovaratelja osiguranja na kojem se knjiže izravna jamstva na datum izdavanja i na koji se šalje pismo za angažiranje primarnog jamca;

c) može odbiti izdavanje jamstva;

d) može se u svojim jamstvima odreći zakonskih ograničenja odgovornosti (npr. Njemački građanski zakonik ("BGB" članak 765 i dalje.)) i uvjetovati jamstva ispunjenjem određenog uvjeta;

e) može, uz jasno utvrđeni rok, izravna jamstva otkazati ako nije zaprimio potraživanja na vrijeme i u roku, osim u slučaju kada je jamstvo regulirano stranim pravom;

f) neće otkazati sva druga izravna jamstva (direct sureties) tako dugo dok mu jamstvo ne budu bezuvjetno vraćeno ili dok od korisnika (vjerovnika) ne primi bezuvjetno oslobađanje od odgovornosti. Osiguratelj neće poništiti jamstva koja su bila produžena do donošenja pravomoćne sudske odluke ("Prozessaval") i nisu izravno vraćena od strane korisnika dok se izričito ne oslobodi odgovornosti;

g) poništava neizravno jamstvo (indirect sureties) čim ga je primarni jamac (primary surety) bezuvjetno oslobodio svake odgovornosti.

2 Ugovaratelj osiguranja

a) odobrava sadržaj jamstva kada formulacije nije sam odredio i odobrava sadržaj jamstva koje izdaje primarni jamac (primary sureties) u slučaju neizravnih jamstava (indirect sureties);

b) obavještava osiguratelja o svakom pojedinačnom slučaju kada može doći do štete zbog kašnjenja ili zbog slanja na pogrešnu adresu vezano uz izvršenje zahtjeva ili obavijesti o tome;

c) u slučaju prijeteće nelikvidnosti već izdana jamstva ne šalje dalje već vraća osiguravatelju;

d) daje suglasnost da korisnici (vjerovnici) mogu osiguratelju dostaviti podatke o podmirenju i visini zajamčenih obveza.

Članak 4. Kolateral
(Collateral):

Ugovaratelj osiguranja će na zahtjev Osiguratelja dati kolateral u skladu s uvjetima ugovora o osiguranju.

Kolateral služi za osiguranje svih prava i pravnih lijekova Osiguratelja prema ugovoru o jamstvu. To uključuje pravo Osiguratelja na naknadu nastalih troškova (vidi članke 6 i 7 „Općih uvjeta).

Kolateral se oslobađa kada obveze Osiguratelja po svim izvršenim jamstvima isteknu u cijelosti i potpuno i kada su sva potraživanja koja ima Osiguratelj prema ugovaratelju osiguranja u cijelosti i potpuno namirena; ugovaratelj osiguranja može zahtijevati oslobađanje kolaterala kojim je osigurano više od 120 % mjerljivog rizika po izvršenim jamstvima, isključujući sve dugovane premije.

Članak 5. Aktiviranje potraživanja
(Claims)

1. Ugovaratelj osiguranja

a) dužan je pobrinuti se da protiv osiguratelja ne budu istaknuta potraživanja za preuzeta jamstva, te na vrijeme poduzeti sve mjere kako bi spriječio podnošenje takvih potražnih zahtjeva;

b) dužan je odmah obavijestiti Osiguratelja o svim prigovorima i sredstvima obrane (pleas and defenses) istaknutim na podnesene zahtjeve uz podnošenje dokumentarnih dokaza;

c) U slučaju pravnog spora na temelju prigovora i zahtjeva ugovaratelja osiguranja, ugovaratelj osiguranja je na zahtjev osiguratelja dužan pribaviti poseban kolateral u visini postavljenog zahtjeva (claim) uvećano za procijenjene izdatke za troškove i kamate;

d) izričito se odriče prava na prigovor i obranu koje bi imao protiv Osiguratelja u vezi s postojanjem, iznosom i temeljem zahtjeva.

2. Osiguratelj

a) Osiguratelj je dužan obavijestiti ugovaratelja osiguranja ako se traži aktiviranje bilo kojeg jamstva i zatražiti da se odmah pokrenu odgovarajuće mjere za otklanjanje štete ili da se osiguratelju pruže svi podaci koji mu omogućuju provjeru takvih zahtjeva (claim).

Ako ugovaratelj osiguranja ne udovolji ovom zahtjevu ili ako su njegove mjere bile neuspješne, Osiguratelj ima pravo izvršiti isplatu u skladu sa sadržajem jamstva nakon provedene provjere, kod jamstva "na prvi zahtjev" (Bürgschaft) ili garancije (Garantie); Osiguratelj ima pravo bez daljnje provjere odmah isplatiti korisniku (vjerovniku) traženi iznos do visine iznosa jamstva, osim ako nije riječ o očitoj zlouporabi zakonskog prava.

b) obavijestit će vjerovnika o svim primjedbama (rezervacijama) koje je ugovaratelj osiguranja uložio,

c) može izvršiti isplatu onoj strani za koju smatra da ima pravo primiti plaćanje, na temelju pomne provjere, te ako je sud naložio plaćanje sudskom presudom koja je izvršiva protiv osiguratelja u zemlji u kojoj je presuda donesena.

Članak 6. Regress
(Recourse)

Ako Osiguratelju nastanu troškovi ili izdaci, koje s obzirom na okolnosti, može razumno smatrati potrebnima za izvršenje ugovora o osiguranju, uključujući, ali ne ograničavajući se na, troškove provjere i plaćanja opravdanih zahtjeva ili obrane od neopravdanih potraživanja, tada je ugovaratelj osiguranja dužan naknaditi ove troškove ili izdatke ne dovodeći u pitanje daljnje zahtjeve za povrat ili odštetu, uključujući kamate na zaostale iznose.

Kamate se na zahtjeve za plaćanje obračunavaju od datuma naplate do datuma povrata po stopi od osam posto iznad važeće osnovne kamatne stope (BGB članci 247, 288 i HGB (Njemački trgovački zakon) članak 352); ugovaratelj osiguranja može dokazati da je osiguratelj pretrpio znatno manju štetu,

2. U svakom slučaju, Osiguratelj može naplatiti naknadu za obradu (BGB članak 315) na temelju opće naknade za izvansudski rad prema njemačkom Zakonu o naknadama za odvjetnike ("RVG") ili dogovoriti posebnu paušalnu naknadu s ugovarateljem osiguravanja.

a) kao naknadu za vlastite troškove u slučaju potraživanja po jamstvima,

b) kao naknadu za vlastite administrativne troškove ako ugovaratelj osiguranja postane insolventan. Osiguratelj može odbiti izdavanje daljnjih jamstava sve dok obveze ne budu u cijelosti podmirene.

3. Obveza refundiranja ugovaratelja osiguranja pod br. 1 također uključuje i troškove nastale osiguratelju nakon što protiv ugovaratelja osiguranja bude pokrenut stečajni postupak.

Članak 7. Premije, izdaci i troškovi, rok dospijeća, neizvršenje
(Premiums, expenses and costs, due date, default)

1. Ugovaratelj osiguranja

a) dužan je odmah platiti sve dospjele premije,

b) u slučaju kašnjenja dužan je platiti kamate po stopi od osam posto iznad osnovne kamatne stope (BGB članci 247 i 288, HGB članak 352) i naknadu za opomenu za plaćanje; ugovaratelj osiguranja može dokazati da je Osiguratelj pretrpio znatno manju štetu,

2. Osiguratelj

a) Za izdavanje jamstava naplaćuje premije i naknade za obradu; Osiguratelj obračunava premiju predviđenu ugovorom o jamstvu na temelju (i) iznosa jamstava koja se priznaju / potvrđuju i (ii) razdoblja koje počinje na dan priznavanja / potvrde (recognition date) i završava na dan otkazivanja, a može se naplatiti i dodatna ugovorena premija za odobravanje kreditne linije, ako je primjenjivo; Premija se plaća unaprijed i načelno se fakturira i naplaćuje za razdoblju od jedne godine,

b) Osiguratelj je dužan, ako je jamstvo vraćeno prijevremeno ili je smanjeno, vratiti plaćeni višak premija, osim kod minimalnih premija; ovo se ne odnosi na premije za pružanje kreditne linije,

c) Osiguratelj će ugovaratelju osiguranja naplatiti dodatne dokumentirane izdatke/troškove (npr. naknade i premije trećih strana, troškovi dostave, troškovi javnog bilježnika),.

d) Osiguratelj u slučaju neplaćanja premije može obustaviti izdavanje dodatnih jamstava;

Članak 8. Prestanak jamstvenog osiguranja
(Termination of surety Insurance)

1.Ugovaratelj osiguranja

može raskinuti ugovor o jamstvu s trenutnim učinkom u bilo koje vrijeme.

2. Osiguratelj

a) može raskinuti ugovor o jamstvu uz prethodnu najavu od tri mjeseca, u bilo koje vrijeme, osim ako se radi o ugovoru na određeno vrijeme,

b) može raskinuti ugovor o jamstvu iz valjanog razloga s trenutnim učinkom u bilo koje vrijeme; valjani razlozi uključuju, ali nisu ograničeni samo na,

- ako je ugovaratelj osiguranja prekršio svoje obveze prema osiguratelju, npr. davanje netočnih informacija Osiguratelju ili

- ako je, prema vlastitoj procjeni, ugovaratelj osiguranja pretrpio značajno pogoršanje ili ugrozu u svojim ekonomskim prilikama ili ako Osiguratelj sazna za takvo prijetnju ili pogoršanje, ili

- Ako ugovaratelj osiguranja ne dostavi traženi kolateral, ako je kolateral predan Osiguratelju izgubljen ili Osiguratelj, nakon pažljive provjere kolateral ne smatra dulje dostatnim osiguranjem, ili

- ako je međusobno povjerenje na kojem se temelji ugovor ozbiljno narušeno.

c) ako je ugovor o jamstvu prestao, može opozvati ili ukinuti mogućnost nastavka korištenja jamstva koju ima vjerovnik, posebno u slučaju revolving jamstava (npr. jamstva za najam, carinska jamstva i dr.).

Članak 9. Oslobađanje/kolateral
(Release/collateral)

Na zahtjev osiguratelja, ugovaratelj osiguranja je dužan

a) dostaviti osiguratelju zasebni gotovinski kolateral u slučajevima opisanim u članku 8 (2) (b) bez da se ugovorni odnos mora prekinuti,

b) po prestanku ugovora o jamstvu, osloboditi osiguratelja od svake odgovornosti po jamstvima i dok takvo oslobađanje od obveze nije izdano, na zahtjev Osiguratelja, osigurati osiguratelju gotovinski kolateral ili drugi oblik kolaterala prihvatljiv za osiguratelja u vrijednosti istog iznosa kao i jamstva koja još nisu bezuvjetno otkazana,

c) platiti dvostruku premiju za razdoblje od primitka zahtjeva za osiguranje do trenutka kada je jamstvo traženo prema točki (b) u cijelosti položeno ili su sva jamstva konačno podmirena.

c) platiti dvostruku premije od datuma primitka zahtjeva za kolateralom do datuma kada su sva jamstva konačno isplaćena ili kolateral zahtijevan pod b) potpuno riješen.

Članak 10. Isključenja
(Exclusions)

Osiguratelj ne odgovara ugovaratelju osiguranja za bilo kakvu štetu ako su nastanku doprinijeli: rat, ratni događaji, građanski nemiri, teroristički napadi, štrajk, zapljena, uplitanje državnih tijela u trgovinske i novčane transakcije, prirodne katastrofe ili nuklearna energija.

Članak 11. Sankcije
(Sanction clause)

1. Jamstva se ne izdaju ako
- se obavljanjem poslova osiguranja ili
- pružanjem naknada iz osiguranja

krši bi bilo koja ekonomsku sankcija ili embargo izrečen zakonom ili propisom.

Za potrebe ove klauzule, ekonomske i trgovinske sankcije su sankcije koje izriču/se izriču

a) Europska unija (EU) ili Savezna Republika Njemačka,

b) na temelju rezolucije Vijeća sigurnosti UN-a, od strane Sjedinjenih Američkih Država (SAD) ili Ujedinjenog Kraljevstva (UK).

Gospodarske i trgovinske sankcije navedene pod b) primjenjuju se samo u mjeri u kojoj nisu u suprotnosti s europskim i njemačkim zakonima i propisima.
Gospodarske i trgovinske sankcije također uključuju popise osoba, tvrtki i drugih pravnih osoba, brodova ili zrakoplova koji podliježu sankcijama (npr. za EU:" *Consolidated list of persons, groups and entities subject to EU financial sanctions*").

Članak 112. Završne odredbe
(Final provisions)

Izmjene i dopune ugovora o jamstvu primjenjuju se samo ako i ukoliko su navedene u indosamentu ili potvrđene od strane Osiguratelja u nekom drugom obliku pisanim putem.

Usmeni dogovori nisu važeći. Izmjene i ove klauzule moraju biti u pisanom obliku.

Sve izjave namjere i obavijesti koje se odnose na jamstveni odnos daju se u pisanom obliku uključujući i elektronički oblik.

Primjenjuje se njemačko pravo. Gdje god je to zakonom dopušteno, mjesto izvršenja i nadležnost je Frankfurt am Main.

Nadležna tijela:

Federal Financial Supervisory Authority (BaFin)
- Insurance department-
Graurheindorfer Str. 108
53117 Bonn,
Njemačka

i

Central Bank of Ireland (CBI)
Insurance Supervision Department
Financial Regulator
PO Box 11517
Spencer Dock
Dublin 1, Ireland
Irska

Ja, VESNA ŠKI, stalni sudski tumač za engleski i njemački ... postavljena rješenjem predsjednika Županijskog ...da u Zagrebu, br. 4 Su - 243/2020. od 25. 03. 2020. potvrđujem da gornji prijevod potpuno odgovara izvorniku sastavljenom na engleskom/njemačkom jeziku.

U Zagrebu, 04.07.2022

Prilog 3.

Garancija za dobro izvršenje 704.006.023.115, uz ovjereni prijevod

ZURICH

Zurich Insurance plc Niederlassung für Deutschland

PERFORMANCE GUARANTEE
GUARANTEE NUMBER: 704.006.023.115

We have been informed that a Contract NB 491 for Completion of One 45,000 DWT Tanker for Chemical and Oil Products (hereinafter called the "Contract ") named Onega Gulf, IMO 93733773 (hereinafter referred to as the "Vessel") has been concluded between you, **Viterlef Management Ltd., a company organized and existing under the laws of the British Virgin Islands, having its registered office at P.O. Box 3159, Road Town, Tortola, British Virgin Islands, VAT in Croatia No: HR97295577163** (hereinafter called the "Owner "), and **Brodograđevna industrija Split d.d. of Split, Croatia, Put Supavla 21 (Brodosplit JSC, VAT No: HR18556905592** (hereinafter referred to as **"Contractor"**) on March 12, 2021. Your claims against the Contractor for performance of the Contractor's obligations under the Contract is to be secured by a guarantee.

This being premised, we, **Zurich Insurance plc Niederlassung für Deutschland, Credit Lines, Platz der Einheit 2, 60327 Frankfurt, Germany** hereby irrevocably and unconditionally undertake to pay to you upon your written demand any amount up to the maximum amount of

890.000,00 EUR

in words: *eight hundred and ninety thousand 00/100 EUR*,

provided your written demand for payment is simultaneously supported by your written statement:

a) that despite your written reminder to the Contractor the Contractor has failed to perform his obligations in accordance with the terms of the Contract and that you are therefore entitled to demand payment of the amount claimed by you in the written demand from us; and

b) stating the respect in which the Contractor has failed to perform his obligations in accordance with the terms of the Contract.

Our payment shall be performed within 20 (twenty) days from receipt by us of the said Owner's written demand to be delivered to us by courier service or registered mail to address: Zurich Insurance plc, Niederlasung fur Deutschland, Credit Lines, Platz der Einheit 2, 60327 Frankfurt, Germany. For the purpose of identification, your written demand for payment must bear or be accompanied by notarized and apostilled certification of the signature and passport of the signatory of the Contract. The written demand should also identify the person or persons that are the final beneficiary(ies) of the Owner.

Notwithstanding any other provision of this Guarantee, in the event that within fifteen (15) days from the date of your written demand to us referred to above we receive a written notification from you or the Contractor that your claim for payment guaranteed under this Guarantee has been disputed either in whole or in part and has been referred to arbitration in Sweden in accordance with the provisions of Clause 21 of the Contract, our obligation to pay the amounts under this Guarantee shall:

Zurich Insurance plc
Niederlassung für Deutschland
Credit Lines

Chr. Köhler M. Reinhardt

PERFORMANCE GUARANTEE
GUARANTEE NUMBER: 704.006.023.115

(a) only arise upon receipt by us of either

i. a true copy of a final and unappealable decision made under such arbitration together with a letter from a firm of solicitors confirming such award is final and unappealable; or

ii. a true copy of a settlement agreement entered into by the Contractor and you confirming a settlement of such arbitration proceedings; and

(b) be limited to the sum awarded to you by the Contractor under the unappealable arbitration award or agreed by the Contractor in writing to be due to you under the terms of the settlement agreement referred to in (a) (ii) above.

Our Guarantee shall in such case remain in full force and effect regardless of its expiry date below until the Arbitration unappealable award or the settlement agreement, as the case may be, has been received by us.

This Performance Guarantee is valid for fifteen (15) months following the date of its issue and **expire on 2022-08-15,** but its validity shall be adjusted and fixed in accordance with Clauses of the Contract NB 491, or, in the event of delayed delivery due to the Contractor's default, the expiration date of this Refund Guarantee shall be extended until such time when the Vessel shall have been delivered by the Contractor to the Owner in accordance with the provisions of the Contract NB 491.

This performance guarantee shall lapse at such time as this performance guarantee has been returned to us, even via third parties, but only in case if such third parties have been duly authorized by the Owner and the insurance company **Zurich Insurance plc Niederlassung für Deutschland, Credit Lines, Platz der Einheit 2, 60327 Frankfurt, Germany,** has been notified by the Owner in writing by sending a written notice to the address indicated above.

The rights under this performance guarantee are assignable with our prior written consent only.

This performance guarantee shall be governed and construed in accordance with the laws of Germany. Place of jurisdiction for any and all actions or proceedings arising out of or in connection with this performance guarantee shall be Frankfurt/Main.

Frankfurt am Main, 21th May 2021

Zurich Insurance plc
Niederlassung für Deutschland
Credit Lines

Chr. Köhler   M. Reinhardt

Rt-701.015.971.736-000008-3

Ovaj prijevod se sastoji od
2 stranice / 5 listova
Broj ovjere: OV-EH-208/2025
Datum: 16. 6. 2025.

Ovjereni prijevod s engleskog jezika

(Jamstvo)

ZURICH

Zurich Insurance plc Niederlassung für Deutschland

PERFORMANCE GUARANTEE
GUARANTEE NUMBER: 704.006.023.115

We have been informed that a Contract NB 491 for Completion of One 45,000 DWT Tanker for Chemical and Oil Products (hereinafter called the "Contract ") named Onega Gulf, IMO 93733773 (hereinafter referred to as the "Vessel") has been concluded between you, **Viterlef Management Ltd., a company organized and existing under the laws of the British Virgin Islands, having its registered office at P.O. Box 3159, Road Town, Tortola, British Virgin Islands, VAT in Croatia No: HR97295577163** (hereinafter called the "Owner "), and **Brodograđevna industrija Split d.d. of Split, Croatia, Put Supavla 21 (Brodosplit JSC, VAT No: HR18556905592** (hereinafter referred to as "**Contractor**") on March 12, 2021. Your claims against the Contractor for performance of the Contractor's obligations under the Contract is to be secured by a guarantee.

This being premised, we, **Zurich Insurance plc Niederlassung für Deutschland, Credit Lines, Platz der Einheit 2, 60327 Frankfurt, Germany** hereby irrevocably and unconditionally undertake to pay to you upon your written demand any amount up to the maximum amount of

890.000,00 EUR

in words: *eight hundred and ninety thousand 00/100 EUR*,

provided your written demand for payment is simultaneously supported by your written statement:

a) that despite your written reminder to the Contractor the Contractor has failed to perform his obligations in accordance with the terms of the Contract and that you are therefore entitled to demand payment of the amount claimed by you in the written demand from us; and

b) stating the respect in which the Contractor has failed to perform his obligations in accordance with the terms of the Contract.

Our payment shall be performed within 20 (twenty) days from receipt by us of the said Owner's written demand to be delivered to us by courier service or registered mail to address: Zurich Insurance plc, Niederlasung fur Deutschland, Credit Lines, Platz der Einheit 2, 60327 Frankfurt, Germany. For the purpose of identification, your written demand for payment must bear or be accompanied by notarized and apostilled certification of the signature and passport of the signatory of the Contract. The written demand should also identify the person or persons that are the final beneficiary(ies) of the Owner.

Notwithstanding any other provision of this Guarantee, in the event that within fifteen (15) days from the date of your written demand to us referred to above we receive a written notification from you or the Contractor that your claim for payment guaranteed under this Guarantee has been disputed either in whole or in part and has been referred to arbitration in Sweden in accordance with the provisions of Clause 21 of the Contract, our obligation to pay the amounts under this Guarantee shall:

Zurich Insurance plc
Niederlassung für Deutschland
Credit Lines

Chr. Köhler M. Reinhardt

Bankverbindung: Deutsche Bank AG, Frankfurt/M., IBAN: DE11 5007 0010 0093 7789 02, BIC: DEUTDEFFXXX
Zurich Insurance plc Niederlassung für Deutschland:
Verwaltungsratsvorsitzende: Alison Martin
Hauptbevollmächtigter der Niederlassung: Dr. Carsten Schildknecht
Sitz der Niederlassung: Frankfurt/Main (Registernr. HRB 88353), Platz der Einheit 2, 60327 Frankfurt/Main
Rechtsform der Gesellschaft (Zurich Insurance plc.): public company limited by shares
(Aktiengesellschaft nach irischem Recht),
Registergericht: Dublin (Irland) Companies Registry Office (entspricht dem dt. Registergericht) Registernr. 13460,
USt-IdNr. DE815195011 Vers.St-Nr. 807/V90807020227
Vorsitzender der Gesellschaft: Neil Freshwater (Chief Executive Officer)

ZURICH

Zurich Insurance plc Niederlassung für Deutschland

PERFORMANCE GUARANTEE
GUARANTEE NUMBER: 704.006.023.115

(a) only arise upon receipt by us of either

i. a true copy of a final and unappealable decision made under such arbitration together with a letter from a firm of solicitors confirming such award is final and unappealable; or

ii. a true copy of a settlement agreement entered into by the Contractor and you confirming a settlement of such arbitration proceedings; and

(b) be limited to the sum awarded to you by the Contractor under the unappealable arbitration award or agreed by the Contractor in writing to be due to you under the terms of the settlement agreement referred to in (a) (ii) above.

Our Guarantee shall in such case remain in full force and effect regardless of its expiry date below until the Arbitration unappealable award or the settlement agreement, as the case may be, has been received by us.

This Performance Guarantee is valid for fifteen (15) months following the date of its issue and **expire on 2022-08-15,** but its validity shall be adjusted and fixed in accordance with Clauses of the Contract NB 491, or, in the event of delayed delivery due to the Contractor's default, the expiration date of this Refund Guarantee shall be extended until such time when the Vessel shall have been delivered by the Contractor to the Owner in accordance with the provisions of the Contract NB 491.

This performance guarantee shall lapse at such time as this performance guarantee has been returned to us, even via third parties, but only in case if such third parties have been duly authorized by the Owner and the insurance company **Zurich Insurance plc Niederlassung für Deutschland, Credit Lines, Platz der Einheit 2, 60327 Frankfurt, Germany,** has been notified by the Owner in writing by sending a written notice to the address indicated above.

The rights under this performance guarantee are assignable with our prior written consent only.

This performance guarantee shall be governed and construed in accordance with the laws of Germany. Place of jurisdiction for any and all actions or proceedings arising out of or in connection with this performance guarantee shall be Frankfurt/Main.

Frankfurt am Main, 21th May 2021

Zurich Insurance plc
Niederlassung für Deutschland
Credit Lines

Chr. Köhler M. Reinhardt

Rt-701.015.971.736-000008-3

/bar kod/
/logotip/

Zurich Insurance plc – njemačka podružnica

JAMSTVO ISPUNJENJA OBVEZA

BROJ JAMSTVA: 704.006.023.115

Obaviješteni smo da ste vi, **Viterlef Management Ltd.**, **društvo koje je osnovano i posluje u skladu s pravom Britanskih Djevičanskih otoka, sa sjedištem na adresi p. p. 3159, Road Town, Tortola, Britanski Djevičanski otoci, hrvatski PDV broj: HR97295577163** (u daljnjem tekstu: „Vlasnik") i **Brodograđevna industrija Split d.d. iz Splita, Hrvatska, Put Supavla 21 (Brodosplit JSC, PDV br.: HR18556905592)** (u daljnjem tekstu: „**Izvođač**"), 12. ožujka 2021. sklopili Ugovor NB 491 o dovršetku jednog tankera od 45.000 DWT za kemikalije i naftne proizvode (u daljnjem tekstu: „Ugovor") pod nazivom Onega Gulf, IMO broj: 93733773 (u daljnjem tekstu: „**Brod**"). Vaša potraživanja prema Izvođaču u vezi s ispunjenjem Izvođačevih obveza iz Ugovora bit će osigurana jamstvom.

Pod tom pretpostavkom mi, **Zurich Insurance plc – njemačka podružnica, Kreditne linije, Platz der Einheit 2, 60327 Frankfurt, Njemačka** (u daljnjem tekstu: „Jamac"), ovime se neopozivo i bezuvjetno obvezujemo da ćemo vam na vaš pisani zahtjev isplatiti bilo koji iznos do maksimalnog iznosa od

890.000,00 EUR

slovima: *osamsto devedeset tisuća eura i nula centa*

pod uvjetom da vaš pisani zahtjev za plaćanjem bude istovremeno poduprt vašom pisanom izjavom:

(a) da, unatoč vašem pisanom podsjetniku Izvođaču, Izvođač nije ispunio svoje obveze u skladu s odredbama Ugovora i da vi stoga imate pravo od nas zahtijevati plaćanje iznosa koji potražujete u svojem pisanom zahtjevu; i

(b) u kojoj se navodi u vezi s čime Izvođač nije ispunio svoje obveze u skladu s odredbama Ugovora.

Plaćanje vršimo u roku od 20 (dvadeset) kalendarskih dana od našeg primitka gorenavedenog pisanog zahtjeva Vlasnika, koji nam mora biti poslan putem kurira ili preporučenom poštom na sljedeću adresu: Zurich Insurance plc – njemačka podružnica, Kreditne linije, Platz der Einheit 2, 60327 Frankfurt, Njemačka. Za potrebe identifikacije vaš pisani zahtjev za plaćanjem mora uključivati javnobilježnički ovjerenu i Apostillom nadovjerenu potvrdu autentičnosti potpisa i putovnice potpisnika Ugovora ili mu ona mora biti priložena. U pisanom zahtjevu također treba biti naznačena osoba ili osobe koje su krajnji korisnici plaćanja Vlasniku.

Bez obzira na bilo koju drugu odredbu ovog Jamstva, ako u roku od 15 (petnaest) dana od datuma vašeg gorenavedenog pisanog zahtjeva nama primimo pisanu obavijest od vas ili Izvođača da je vaše potraživanje plaćanja zajamčenog temeljem ovog Jamstva u cijelosti ili djelomično osporeno te upućeno na arbitražu u Švedskoj u skladu s odredbama članka 21. Ugovora, naša obveza plaćanja iznosa temeljem ovog Jamstva:

/sadržaj pečata: Zurich Insurance plc – njemačka podružnica, Kreditne linije/

/potpisi nečitljivi/

Chr. Köhler M. Reinhardt

Bankovni podaci: Deutsche Bank AG, Frankfurt na Majni, IBAN: DE11 5007 0010 0093 7789 07, BIC: DFUTDEFFXXX
Zurich Insurance plc – njemačka podružnica
Predsjednica upravnog odbora: Alison Martin
Ovlaštena zastupnica podružnice: Dr. Carsten Schildknecht
Sjedište podružnice: Frankfurt na Majni (registarski broj HRB 88353), Platz der Einheit 2, 60327 Frankfurt na Majni
Pravni oblik društva (Zurich Insurance plc.): dioničko društvo
(dioničko društvo prema irskom pravu),
Sjedište: Dublin (Irska) Registracijski broj pri Uredu za registraciju društava (odgovara njemačkom registarskom sudu): 13460,
PDV br. DE815195011 Br. poreza na osiguranje 807/V90807020227
Zastupnik društva: Neil Freshwater (izvršni direktor)

/bar kod/
/logotip/

Zurich Insurance plc – njemačka podružnica
JAMSTVO ISPUNJENJA OBVEZA
BROJ JAMSTVA: 704.006.023.115

a) nastaje isključivo po našem primitku bilo kojeg od sljedećeg:

(i) vjerna kopija konačne odluke, na koju nije dopuštena žalba, donesene takvom arbitražom, uz pismo odvjetničkog društva kojim se potvrđuje da je ta odluka konačna i da na nju nije dopuštena žalba; ili

(ii) vjerna kopija sporazuma o nagodbi koji ste sklopili vi i Izvođač te kojim se potvrđuje nagodba u vezi s takvim arbitražnim postupkom; i

(b) ograničena je na iznos koji Izvođač isplaćuje vama temeljem arbitražne odluke na koju nije dopuštena žalba ili koji je Izvođač pisano potvrdio da vam duguje temeljem odredbi sporazuma o nagodbi navedenog u točki a) (ii) iznad.

U tom slučaju naše Jamstvo ostaje u potpunosti na snazi, bez obzira na datum njegovog isteka naveden u nastavku, do našeg zaprimanja Arbitražne odluke na koju nije dopuštena žalba ili sporazuma o nagodbi, ovisno o slučaju.

Iako je ovo Jamstvo ispunjenja obveza važeće petnaest (15) mjeseci od datuma njegovog izdavanja i **istječe 15. 8. 2022.**, njegovo se važenje prilagođava i utvrđuje u skladu s člancima Ugovora NB 491 ili, u slučaju kašnjenja isporuke zbog neispunjenja obveza Izvođača, datum isteka važenja ovog Jamstva povrata sredstava pomiče se na vrijeme isporuke Broda Vlasniku od strane Izvođača u skladu s odredbama Ugovora NB 491.

Ovo jamstvo ispunjenja obveza istječe prilikom povrata tog jamstva ispunjenja obveza nama, čak i preko trećih strana, no samo ako je te treće strane propisno ovlastio Vlasnik i ako je Vlasnik poslao pisanu obavijest osiguravateljskom društvu Zurich Insurance – njemačka podružnica, Kreditne linije, Platz der Einheit 2, 60327 Frankfurt, Njemačka, na gorenavedenu adresu.

Prava iz ovog jamstva ispunjenja obveza smiju se prenositi samo uz našu prethodnu pisanu suglasnost.

Za ovo jamstvo ispunjenja obveza mjerodavno je pravo Njemačke te se ono tumači u skladu s tim pravom. Nadležni sud za bilo koje i sve radnje ili postupke koji proizlaze iz ovog jamstva ispunjenja obveza ili u vezi s njim je sud u Frankfurtu na Majni.

Frankfurt na Majni, 21. svibnja 2021.

Zurich Insurance plc
Njemačka podružnica
Kreditne linije
/potpisi nečitljivi/

Rt-701.015.971.736-000008-3

Chr. Köhler M. Reinhardt

Bankovni podaci: Deutsche Bank AG, Frankfurt na Majni, IBAN: DE11 5007 0010 0093 7789 07, BIC: DFUTDEFFXXX
Zurich Insurance plc – njemačka podružnica
Predsjednica upravnog odbora: Alison Martin
Ovlaštena zastupnica podružnice: Dr. Carsten Schildknecht
Sjedište podružnice: Frankfurt na Majni (registarski broj HRB 88353), Platz der Einheit 2, 60327 Frankfurt na Majni
Pravni oblik društva (Zurich Insurance plc.): dioničko društvo
(dioničko društvo prema irskom pravu),
Sjedište: Dublin (Irska) Registracijski broj pri Uredu za registraciju društava (odgovara njemačkom registarskom sudu): 13460,
PDV br. DE815195011 Br. poreza na osiguranje 807/V90807020227
Zastupnik društva: Neil Freshwater (izvršni direktor)

*Ja, **Ivana Šušnjar Pleteš** iz Zagreba, stalni sudski tumač za engleski i francuski jezik, ponovno imenovana rješenjem predsjednika Županijskog suda u Zagrebu 11. listopada 2021., broj: 4 su-1314/2021, potvrđujem da gornji prijevod potpuno odgovara izvorniku sastavljenom na engleskom jeziku.*
U Zagrebu 16. 6. 2025.
Br. ovjere: OV-EH-208/2025

IVANA ŠUŠNJAR PLETEŠ, prof.

STALNI SUDSKI TUMAČ ZA ENGLESKI I FRANCUSKI JEZIK
PERMANENT COURT INTERPRETER FOR ENGLISH LANGUAGE
INTERPRETE, TRADUCTEUR ASSERMENTE
IVANA
ŠUŠNJAR
PLETEŠ,
prof
10000 ZAGREB

Prilog 4.

Garancija povrata predujma 704.006.023.107, uz ovjereni prijevod

ZURICH

Zurich Insurance plc Niederlassung für Deutschland

REFUND GUARANTEE
GUARANTEE NUMBER: 704.006.023.107

We, **Zurich Insurance plc Niederlassung für Deutschland, Credit Lines, Platz der Einheit 2, 60327 Frankfurt am Main, Germany** (hereinafter called the "Guarantor") hereby issue our irrevocable Letter of Guarantee No. 704.006.023.107 (hereinafter called the Guarantee) in favour of **Viterlef Management Ltd., a company organized and existing under the laws of the British Virgin Islands, having its registered office at P.O. Box 3159, Road Town, Tortola, British Virgin Islands, VAT in Croatia No: HR97295577163** (hereinafter called the "Owner") for account of **Brodograđevna industrija Split d.d. of Split, Croatia, Put Supavla 21 (Brodosplit JSC, VAT No: HR18556905592)** (hereinafter called the "Contractor") in connection with the Contract NB 491 for Completion of One 45,000 DWT Tanker for Chemical and Oil Products (hereinafter called the "Contract NB 491") made by and between the Owner and the Contractor for the construction and sale of the Vessel having Onega Gulf, IMO 93733773 (hereinafter called the "Vessel").

Pursuant to the terms and conditions of the Contract NB 491, the Owner shall pay to the Contractor an advance payment in amount of

890.000,00 EUR

in words: *eight hundred and ninety thousand 00/100 EUR*

(hereinafter called the "Advance Payment").

If, in connection with the terms and conditions of the Contract NB491, the Owner shall become entitled to a refund of the Advance Payment, we hereby irrevocably guarantee the repayment to the Owner of the Advance Payment mentioned above plus interest thereon at the rate of six per cent (6 %) per annum from the day following the date of receipt by the Contractor of Advance Payment paid by the Owner to the Contractor up to the date of remittance to the Owner by telegraphic transfer of such refund.

This Guarantee is available against Owner's first written request and Owner's signed statement certifying that:

(i) Owner's demand for refund has been made in accordance with the provisions of the Contract NB491, and

(ii) the Contractor has failed to make such refund within fifteen (15) days after the Owner's demand to the Contractor.

Our payment shall be performed within 20 (twenty) calendar days from receipt by us of the said Owner's written demand which must refer to our guarantee number and must be sent to us for in writing by registered mail or by courier service to address: Zurich Insurance plc, Niederlasung fur Deutschland, Direktion Frankfurt, Platz der Einheit 2, 60327 Frankfurt, Germany. For the purpose of identification, your written demand for payment must bear or be accompanied by notarized and apostilled certification of the signature and passport of the signatory of the Contract. The written demand should also identify the person or persons that are the final beneficiary(ies) of the Owner.

Notwithstanding any other provision of this Refund Guarantee, in the event that within 15 (fifteen) days from the date of your written demand to us referred to above we receive a written notification from the Owner or the Contractor that Owner's cancelation of the Contract and/or Owner's claim for a refund of the guaranteed amount(s) thereunder has been disputed either in whole or in part and has been referred to arbitration in Sweden in accordance with the provisions of Clause 21 of the Contract, our obligation to pay the amounts under this Refund Guarantee shall:

Zurich Insurance plc
Niederlassung für Deutschland
Credit Lines

i.V. [signature] i.V. [signature]

G. Martin M. Reinhardt

ZURICH

Zurich Insurance plc Niederlassung für Deutschland

REFUND GUARANTEE
GUARANTEE NUMBER: 704.006.023.107

a) only arise upon receipt by us of either

(i) a true copy of a final and unappealable decision made under such arbitration together with a letter from a firm of reputable Swedish solicitors confirming such award is final and unappealable;

(ii) or a true copy of a settlement agreement entered into by the Contractor and the Owner confirming a settlement of such arbitration proceedings; and

(b) be limited to the sum awarded to the Owner by the Contractor under the unappealable arbitration award or agreed by the Contractor in writing to be due to you under the terms of the settlement agreement referred to in a) (ii) above.

Our Guarantee shall in such case remain in full force and effect until after the Arbitration unappealable award or the settlement agreement, as the case may be, has been received by us.

This Refund Guarantee shall become null and void either:

(i) upon receipt by the Owner of the sum(s) guaranteed hereby together with interest thereon as aforesaid, or
(ii) upon expiry of 50 (fifty) days from delivery of the Vessel and acceptance thereof by the Owner in accordance with terms and conditions of the Contract, or
(iii) upon termination of the Contract due to Owner's default in accordance with provisions of Clause of the Contract,

Upon expiry of the validity of this Refund Guarantee as herein provided and, in each case, this Guarantee shall be promptly returned to us.

This Refund Guarantee is valid for fifteen (15) months following the date of its issue, but its validity shall be adjusted and fixed in accordance with Clauses and of the Contract NB 491, or, in the event of delayed delivery due to the Contractor's default, the expiration date of this Refund Guarantee shall be extended until such time when the Vessel shall have been delivered by the Contractor to the Owner in accordance with the provisions of the Contract NB 491.

The rights under this refund guarantee are assignable with our prior written consent only.

This Refund Guarantee shall be governed and construed in accordance with the laws of Germany. Place of jurisdiction for any and all actions or proceedings arising out of or in connection with this performance guarantee shall be Frankfurt/Main.

Frankfurt am Main, 21th May 2021

Zurich Insurance plc
Niederlassung für Deutschland
Credit Lines

Rt-701.015.971.736-000007

G. Martin

M. Reinhardt

Ovaj prijevod se sastoji od
3 stranice / 6 listova
Broj ovjere: OV-EH-207/2025
Datum: 16. 6. 2025.

Ovjereni prijevod s engleskog jezika

(Jamstvo)

ZURICH

Zurich Insurance plc Niederlassung für Deutschland

REFUND GUARANTEE
GUARANTEE NUMBER: 704.006.023.107

We, **Zurich Insurance plc Niederlassung für Deutschland, Credit Lines, Platz der Einheit 2, 60327 Frankfurt am Main, Germany** (hereinafter called the "Guarantor") hereby issue our irrevocable Letter of Guarantee No. 704.006.023.107 (hereinafter called the Guarantee) in favour of **Viterlef Management Ltd., a company organized and existing under the laws of the British Virgin Islands, having its registered office at P.O. Box 3159, Road Town, Tortola, British Virgin Islands, VAT in Croatia No: HR97295577163** (hereinafter called the "Owner ") for account of **Brodograđevna Industrija Split d.d. of Split, Croatia, Put Supavla 21 (Brodosplit JSC, VAT No: HR18556905592)** (hereinafter called the "Contractor") in connection with the Contract NB 491 for Completion of One 45,000 DWT Tanker for Chemical and Oil Products (hereinafter called the "Contract NB 491") made by and between the Owner and the Contractor for the construction and sale of the Vessel having Onega Gulf, IMO 93733773 (hereinafter called the "Vessel").

Pursuant to the terms and conditions of the Contract NB 491, the Owner shall pay to the Contractor an advance payment in amount of

890.000,00 EUR

in words: *eight hundred and ninety thousand 00/100 EUR*

(hereinafter called the "Advance Payment").

If, in connection with the terms and conditions of the Contract NB491, the Owner shall become entitled to a refund of the Advance Payment, we hereby irrevocably guarantee the repayment to the Owner of the Advance Payment mentioned above plus interest thereon at the rate of six per cent (6 %) per annum from the day following the date of receipt by the Contractor of Advance Payment paid by the Owner to the Contractor up to the date of remittance to the Owner by telegraphic transfer of such refund.

This Guarantee is available against Owner's first written request and Owner's signed statement certifying that:

(i) Owner's demand for refund has been made in accordance with the provisions of the Contract NB491, and

(ii) the Contractor has failed to make such refund within fifteen (15) days after the Owner's demand to the Contractor.

Our payment shall be performed within 20 (twenty) calendar days from receipt by us of the said Owner's written demand which must refer to our guarantee number and must be sent to us for in writing by registered mail or by courier service to address: Zurich Insurance plc, Niederlasung fur Deutschland, Direktion Frankfurt, Platz der Einheit 2, 60327 Frankfurt, Germany. For the purpose of identification, your written demand for payment must bear or be accompanied by notarized and apostilled certification of the signature and passport of the signatory of the Contract. The written demand should also identify the person or persons that are the final beneficiary(ies) of the Owner.

Notwithstanding any other provision of this Refund Guarantee, in the event that within 15 (fifteen) days from the date of your written demand to us referred to above we receive a written notification from the Owner or the Contractor that Owner's cancelation of the Contract and/or Owner's claim for a refund of the guaranteed amount(s) thereunder has been disputed either in whole or in part and has been referred to arbitration in Sweden in accordance with the provisions of Clause 21 of the Contract, our obligation to pay the amounts under this Refund Guarantee shall:

Zurich Insurance plc
Niederlassung für Deutschland
Credit Lines

G. Martin M. Reinhardt

REFUND GUARANTEE
GUARANTEE NUMBER: 704.006.023.107

a) only arise upon receipt by us of either

(i) a true copy of a final and unappealable decision made under such arbitration together with a letter from a firm of reputable Swedish solicitors confirming such award is final and unappealable;

(ii) or a true copy of a settlement agreement entered into by the Contractor and the Owner confirming a settlement of such arbitration proceedings; and

(b) be limited to the sum awarded to the Owner by the Contractor under the unappealable arbitration award or agreed by the Contractor in writing to be due to you under the terms of the settlement agreement referred to in a) (ii) above.

Our Guarantee shall in such case remain in full force and effect until after the Arbitration unappealable award or the settlement agreement, as the case may be, has been received by us.

This Refund Guarantee shall become null and void either:

(i) upon receipt by the Owner of the sum(s) guaranteed hereby together with interest thereon as aforesaid, or
(ii) upon expiry of 50 (fifty) days from delivery of the Vessel and acceptance thereof by the Owner in accordance with terms and conditions of the Contract, or
(iii) upon termination of the Contract due to Owner's default in accordance with provisions of Clause of the Contract,

Upon expiry of the validity of this Refund Guarantee as herein provided and, in each case, this Guarantee shall be promptly returned to us.

This Refund Guarantee is valid for fifteen (15) months following the date of its issue, but its validity shall be adjusted and fixed in accordance with Clauses and of the Contract NB 491, or, in the event of delayed delivery due to the Contractor's default, the expiration date of this Refund Guarantee shall be extended until such time when the Vessel shall have been delivered by the Contractor to the Owner in accordance with the provisions of the Contract NB 491.

The rights under this refund guarantee are assignable with our prior written consent only.

This Refund Guarantee shall be governed and construed in accordance with the laws of Germany. Place of jurisdiction for any and all actions or proceedings arising out of or in connection with this performance guarantee shall be Frankfurt/Main.

Frankfurt am Main, 21th May 2021

Zurich Insurance plc
Niederlassung für Deutschland
Credit Lines

Rt-701.015.971.736-000007

i.V. Martin

G. Martin M. Reinhardt

/bar kod/
/logotip/

Zurich Insurance plc – njemačka podružnica

JAMSTVO POVRATA SREDSTAVA

BROJ JAMSTVA: 704.006.023.107

Mi, **Zurich Insurance plc – njemačka podružnica, Kreditne linije, Platz der Einheit 2, 60327 Frankfurt na Majni, Njemačka** (u daljnjem tekstu: „Jamac") ovime izdajemo svoje neopozivo Jamstveno pismo br. 704.006.023.107 (u daljnjem tekstu: „Jamstvo") u korist društva **Viterlef Management Ltd., društva koje je osnovano i posluje u skladu s pravom Britanskih Djevičanskih otoka, sa sjedištem na adresi p. p. 3159, Road Town, Tortola, Britanski Djevičanski otoci, hrvatski PDV broj: HR97295577163** (u daljnjem tekstu: „Vlasnik"), za račun društva **Brodograđevna industrija Split d.d. iz Splita, Hrvatska, Put Supavla 21 (Brodosplit JSC, PDV br.: HR18556905592)** (u daljnjem tekstu: „Izvođač"), u vezi s Ugovorom NB 491 o dovršetku jednog tankera od 45.000 DWT za kemikalije i naftne proizvode (u daljnjem tekstu: „Ugovor NB 491") koji su sklopili Vlasnik i Izvođač radi gradnje i prodaje Broda pod nazivom Onega Gulf, IMO broj: 93733773 (u daljnjem tekstu: „Brod").

Temeljem uvjeta i odredbi Ugovora NB 491 Vlasnik plaća Izvođaču predujam u iznosu od

890.000,00 EUR

slovima: *osamsto devedeset tisuća eura i nula centa*

(u daljnjem tekstu: „Predujam").

Ako u vezi s uvjetima i odredbama Ugovora NB 491 Vlasnik stekne pravo na povrat Predujma, ovime neopozivo jamčimo povrat Vlasniku gorenavedenog Predujma uvećan za kamate na njega po stopi od šest posto (6 %) godišnje, od dana koji slijedi iza datuma primitka, od strane Izvođača, Predujma koji je Izvođaču platio Vlasnik do datuma telegrafskog prijenosa takvog povrata sredstava Vlasniku.

Ovo je Jamstvo dostupno na prvi pisani zahtjev Vlasnika i uz predočenje potpisane izjave Vlasnika kojom se potvrđuje sljedeće:

(i) zahtjev Vlasnika za povratom sredstava izvršen je u skladu s odredbama Ugovora NB 491 te

(ii) Izvođač nije izvršio takav povrat sredstava u roku od petnaest (15) dana od zahtjeva Vlasnika upućenog Izvođaču.

Plaćanje vršimo u roku od 20 (dvadeset) kalendarskih dana od našeg primitka gorenavedenog pisanog zahtjeva Vlasnika, koji mora sadržavati referencu na naš broj jamstva i biti nam u pisanom obliku poslan preporučenom poštom ili putem kurira na sljedeću adresu: Zurich Insurance plc, Niederlassung für Deutschland, Direktion Frankfurt, Platz der Einheit 2, 60327 Frankfurt, Njemačka. Za potrebe identifikacije vaš pisani zahtjev za plaćanjem mora uključivati javnobilježnički ovjerenu i Apostillom nadovjerenu potvrdu autentičnosti potpisa i putovnice potpisnika Ugovora ili mu ona mora biti priložena. U pisanom zahtjevu također treba biti naznačena osoba ili osobe koje su krajnji korisnici plaćanja Vlasniku.

Bez obzira na bilo koju drugu odredbu ovog Jamstva povrata sredstava, ako u roku od 15 (petnaest) dana od datuma vašeg gorenavedenog pisanog zahtjeva nama primimo pisanu obavijest Vlasnika ili Izvođača da je Vlasnikov raskid Ugovora i/ili Vlasnikovo potraživanje povrata iznosa zajamčenog ili zajamčenih temeljem ovog jamstva u cijelosti ili djelomično osporeno te upućeno na arbitražu u Švedskoj u skladu s odredbama članka 21. Ugovora, naša obveza plaćanja iznosa temeljem ovog Jamstva povrata sredstava:

/sadržaj pečata: Zurich Insurance plc – njemačka podružnica, Kreditne linije/

/potpisi nečitljivi/

G. Martin M. Reinhardt

/bar kod/
/logotip/

Zurich Insurance plc – njemačka podružnica
JAMSTVO POVRATA SREDSTAVA
BROJ JAMSTVA: 704.006.023.107

a) nastaje isključivo po našem primitku bilo kojeg od sljedećeg:

(i) vjerna kopija konačne odluke, na koju nije dopuštena žalba, donesene takvom arbitražom, uz pismo uglednog švedskog odvjetničkog društva kojim se potvrđuje da je ta odluka konačna i da na nju nije dopuštena žalba;

(ii) ili vjerna kopija sporazuma o nagodbi koji su sklopili Izvođač i Vlasnik te kojim se potvrđuje nagodba u vezi s takvim arbitražnim postupkom; i

(b) ograničena je na iznos koji Izvođač isplaćuje Vlasniku temeljem arbitražne odluke na koju nije dopuštena žalba ili koji je Izvođač pisano potvrdio da vam duguje temeljem odredbi sporazuma o nagodbi navedenog u točki a) (ii) iznad.

U tom slučaju naše Jamstvo ostaje u potpunosti na snazi do našeg zaprimanja Arbitražne odluke na koju nije dopuštena žalba ili sporazuma o nagodbi, ovisno o slučaju.

Ovo Jamstvo postaje nevažeće u bilo kojem od sljedećih slučajeva:

(i) po primitku, od strane Vlasnika, iznosa zajamčenog ili zajamčenih ovim Jamstvom, uz kamate na njega ili njih, kako je prethodno navedeno, ili
(ii) po isteku razdoblja od 50 (pedeset) dana od isporuke Broda i njegovog prihvata od strane Vlasnika, u skladu s uvjetima i odredbama Ugovora, ili
(iii) po raskidu Ugovora zbog neispunjenja obveza Vlasnika u skladu s odredbama članka Ugovora,

Po isteku važenja ovog Jamstva povrata sredstava, kako je ovdje propisano te u svakom slučaju, ovo Jamstvo se bez odlaganja vraća nama.

Iako je ovo Jamstvo povrata sredstava važeće petnaest (15) mjeseci od datuma njegovog izdavanja, njegovo se važenje prilagođava i utvrđuje u skladu s člancima i Ugovora NB 491 ili, u slučaju kašnjenja isporuke zbog neispunjenja obveza Izvođača, datum isteka važenja ovog Jamstva povrata sredstava pomiče se na vrijeme isporuke Broda Vlasniku od strane Izvođača u skladu s odredbama Ugovora NB 491.

Prava iz ovog jamstva povrata sredstava smiju se prenositi samo uz našu prethodnu pisanu suglasnost.

Za ovo Jamstvo povrata sredstava mjerodavno je pravo Njemačke te se ono tumači u skladu s tim pravom. Nadležni sud za bilo koje i sve radnje ili postupke koji proizlaze iz ovog jamstva ispunjenja obveza ili u vezi s njim je sud u Frankfurtu na Majni.
Frankfurt na Majni, 21. svibnja 2021.

Zurich Insurance plc
Njemačka podružnica
Kreditne linije
/potpisi nečitljivi/

G. Martin M. Reinhardt

Rt-701.015.971.736-000007

*Ja, **Ivana Šušnjar Pleteš** iz Zagreba, stalni sudski tumač za engleski i francuski jezik, ponovno imenovana rješenjem predsjednika Županijskog suda u Zagrebu 11. listopada 2021., broj: 4 su-1314/2021, potvrđujem da gornji prijevod potpuno odgovara izvorniku sastavljenom na engleskom jeziku.*

U Zagrebu 16. 6. 2025.
Br. ovjere: OV-EH-207/2025

STALNI SUDSKI TUMAČ ZA ENGLESKI I FRANCUSKI JEZIK
PERMANENT COURT INTERPRETER FOR ENGLISH LANGUAGE
INTERPRÈTE / TRADUCTEUR ASSERMENTÉ
IVANA ŠUŠNJAR PLETEŠ
10000 ZAGREB

STALNI SUDSKI TUMAČ ZA ENGLESKI I FRANCUSKI JEZIK
PERMANENT COURT INTERPRETER FOR ENGLISH LANGUAGE
INTERPRETE / TRADUCTEUR ASSERMENTE
IVANA
ŠUŠNJAR
PLETES.
prof.
10000 ZAGREB

Prilog 5.

Garancijska obveznica 704.005.866.399, uz ovjereni prijevod

Zurich Insurance plc Niederlassung für Deutschland

ZURICH®

WARRANTY BOND 704.005.866.399

BY:

Zurich Insurance plc Niederlassung für Deutschland
Credit Lines
Platz der Einheit 2
60327 Frankfurt am Main
Germany

(hereinafter called the "Insurance")

TO:

Smulders Projects Belgium
Leo Bosschartlaan 20
2660 Hoboken
Belgium

(hereinafter called the "Contractor")

WHEREAS Brodosplit d.d., Put Supaka 21, 21000 Split, Croatia, (the "**Subcontractor**") has been awarded a contract (the "**Contract**") by the Contractor to execute under the latest signed revision of Contract ref. 19/27821/35060/FJ/SP1.

Now, therefore, at the request of the Subcontractor, the Insurance hereby furnishes this Guarantee and unconditionally and irrevocably undertakes by way of independent engagement to pay to the (Main) Contractor as the Bank's own debt any sum or sums which may from time to time be demanded by the Contractor up to a maximum aggregate of 5% of the Contract value being

43.807,50 EUR

in words: forty-three thousand eight hundred seven 50/100 EUR

upon the receipt of the Contractor's first written demand for payment and the Contractor's confirmation that the Subcontractor has failed to fulfil his obligations under the Contract as amended from time to time.

Any demand for payment shall be signed by an authorized representative of the Contractor and shall for the purpose of identification be presented to the Insurance through the intermediary of confirming that the signatures thereupon are binding on Smulders Projects Belgium, Leo Bosschartlaan 20, 2660 Hoboken, Belgium.

Zurich Insurance plc
Niederlassung für Deutschland
Credit Lines

Chr. Köhler M. Reinhardt

WARRANTY BOND 704.005.866.399

Should the Insurance be notified in writing by the Contractor that the Contractor desires payment to be made of the whole or part or parts of the said sum it is unconditionally agreed that such payment or payments will be made to the Contractor forth with without further reference to the Subcontractor and notwithstanding any notice given by the Subcontractor to the Insurance not to pay same.

The Insurance shall not be discharged or released from liability under this Guarantee by any waiver or forbearance by the Contractor in connection with the Contract, whether as to payment, time, performance or otherwise. This Guarantee shall continue in force notwithstanding any alterations to or deletions from the Contract agreed to by the Subcontractor and the Contractor.

This undertaking is to continue in full force and effect until this Guarantee is returned to the Insurance, or until a notification has been received from the Contractor that such sum is no longer required by the Contractor, or until payments to the Contractor by the Insurance aggregate the whole of the said sum, whichever is the earliest.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

This Guarantee shall be exclusively governed by and interpreted in accordance with the law of Belgium and the Parties agree to submit to the exclusive jurisdiction of the Belgium courts.

Frankfurt am Main, May 26th 2020 rt

Zurich Insurance plc
Niederlassung für Deutschland
Credit Lines

i.A.

Chr. Köhler M. Reinhardt

Ovaj prijevod se sastoji od
2 stranice / 5 listova
Broj ovjere: OV-EH-209/2025
Datum: 16. 6. 2025.

Ovjereni prijevod s engleskog jezika

(Jamstvo)

Zurich Insurance plc Niederlassung für Deutschland

ZURICH®

WARRANTY BOND 704.005.866.399

BY:

Zurich Insurance plc Niederlassung für Deutschland
Credit Lines
Platz der Einheit 2
60327 Frankfurt am Main
Germany

(hereinafter called the "Insurance").

TO:

Smulders Projects Belgium
Leo Bosschartlaan 20
2660 Hoboken
Belgium

(hereinafter called the "Contractor")

WHEREAS Brodosplit d.d., Put Supaka 21, 21000 Split, Croatia, (the "**Subcontractor**") has been awarded a contract (the "**Contract**") by the Contractor to execute under the latest signed revision of Contract ref. 19/27821/35060/FJ/SP1.

Now, therefore, at the request of the Subcontractor, the Insurance hereby furnishes this Guarantee and unconditionally and irrevocably undertakes by way of independent engagement to pay to the (Main) Contractor as the Bank's own debt any sum or sums which may from time to time be demanded by the Contractor up to a maximum aggregate of 5% of the Contract value being

43.807,50 EUR

in words: forty-three thousand eight hundred seven 50/100 EUR

upon the receipt of the Contractor's first written demand for payment and the Contractor's confirmation that the Subcontractor has failed to fulfil his obligations under the Contract as amended from time to time.

Any demand for payment shall be signed by an authorized representative of the Contractor and shall for the purpose of identification be presented to the Insurance through the Intermediary of confirming that the signatures thereupon are binding on Smulders Projects Belgium, Leo Bosschartlaan 20, 2660 Hoboken, Belgium.

Zurich Insurance plc
Niederlassung für Deutschland
Credit Lines

Chr. Köhler M. Reinhardt

WARRANTY BOND 704.005.866.399

Should the Insurance be notified in writing by the Contractor that the Contractor desires payment to be made of the whole or part or parts of the said sum it is unconditionally agreed that such payment or payments will be made to the Contractor forth with without further reference to the Subcontractor and notwithstanding any notice given by the Subcontractor to the Insurance not to pay same.

The Insurance shall not be discharged or released from liability under this Guarantee by any waiver or forbearance by the Contractor in connection with the Contract, whether as to payment, time, performance or otherwise. This Guarantee shall continue in force notwithstanding any alterations to or deletions from the Contract agreed to by the Subcontractor and the Contractor.

This undertaking is to continue in full force and effect until this Guarantee is returned to the Insurance, or until a notification has been received from the Contractor that such sum is no longer required by the Contractor, or until payments to the Contractor by the Insurance aggregate the whole of the said sum, whichever is the earliest.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

This Guarantee shall be exclusively governed by and interpreted in accordance with the law of Belgium and the Parties agree to submit to the exclusive jurisdiction of the Belgium courts.

Frankfurt am Main, May 26th 2020 rt

Zurich Insurance plc
Niederlassung für Deutschland
Credit Lines

i.A. Chr. Köhler M. Reinhardt

Zurich Insurance plc – njemačka podružnica */bar kod/* */logotip/*

JAMSTVO 704.005.866.399

KOJE IZDAJE:

Zurich Insurance plc – njemačka podružnica
Kreditne linije
Platz der Einheit 2
60327 Frankfurt na Majni
Njemačka

(u daljnjem tekstu: „Osiguranje“)

društvu Smulders Projects Belgium
Leo Bosschartlaan 20
2660 Hoboken
Belgija

(u daljnjem tekstu: „Izvođač")

BUDUĆI DA je Izvođač društvu Brodosplit d.d., Put Supavla 21, 21000 Split, Hrvatska, („**Podizvođač**") dodijelio ugovor („**Ugovor**“) radi izvršenja temeljem posljednje potpisane revizije Ugovora ref. 19/27821 /35060/FJ/SP1.

Stoga, sada, na zahtjev Podizvođača, Osiguranje ovime daje ovo Jamstvo te se bezuvjetno i neopozivo obvezuje, djelujući samostalno, platiti (Glavnom) izvođaču, kao vlastiti dug Banke, svaki iznos ili iznose koje s vremena na vrijeme može zahtijevati Izvođač, do ukupnog maksimalnog iznosa od 5 % vrijednosti Ugovora, koja je

43.807,50 EUR

slovima: četrdeset i tri tisuće osamsto sedam eura i pedeset centa

po primitku prvog pisanog zahtjeva Izvođača za plaćanjem i potvrde Izvođača da Podizvođač nije ispunio svoje obveze iz Ugovora, kako je on s vremena na vrijeme izmijenjen i dopunjen.

Svaki zahtjev za plaćanjem potpisuje ovlašteni zastupnik Izvođača te se takav zahtjev za potrebe identifikacije predočava Osiguranju uz potvrdu da su potpisi na njemu obvezujući za društvo Smulders Projects Belgium, Leo Bosschartlaan 20, 2660 Hoboken, Belgija.

/sadržaj pečata: Zurich Insurance plc – njemačka podružnica, Kreditne linije/

/potpisi nečitljivi/

Chr. Köhler M. Reinhardt

Bankovni podaci: Deutsche Bank AG, Frankfurt na Majni, IBAN: DE11 5007 0010 0093 7789 07, BIC: DFUTDEFFXXX
Zurich Insurance plc – njemačka podružnica
Predsjednica upravnog odbora: Alison Martin
Ovlaštena zastupnica podružnice: Dr. Carsten Schildknecht
Sjedište podružnice: Frankfurt na Majni (registarski broj HRB 88353), Platz der Einheit 2, 60327 Frankfurt na Majni
Pravni oblik društva (Zurich Insurance plc.): dioničko društvo
(dioničko društvo prema irskom pravu),
Sjedište: Dublin (Irska) Registracijski broj pri Uredu za registraciju društava (odgovara njemačkom registarskom sudu): 13460,
PDV br. DE815195011 Br. poreza na osiguranje 807/V90807020227

Zastupnik društva: Neil Freshwater (izvršni direktor)

Zurich Insurance plc – njemačka podružnica /bar kod/ /logotip/

JAMSTVO 704.005.866.399

Ako Izvođač pisanim putem obavijesti Osiguranje da Izvođač želi da bude izvršeno plaćanje cijelog ili dijela ili dijelova navedenog iznosa, bezuvjetno se potvrđuje da će takvo plaćanje ili plaćanja biti izvršena Izvođaču bez daljnjeg pozivanja na Podizvođača i bez obzira na bilo kakvu obavijest Podizvođača Osiguranju kojom se traži da se isto ne isplati.

Osiguranje nije oslobođeno odgovornosti temeljem ovog Jamstva nijednim odricanjem od prava ili odgodom Izvođača u vezi s Ugovorom, bilo u pogledu plaćanja, vremena, ispunjenja obveza ili drugog. Ovo Jamstvo ostaje na snazi bez obzira na bilo kakve izmjene ili brisanja u Ugovoru o kojima su se sporazumjeli Podizvođač i Izvođač.

Ova obveza ostaje u potpunosti na snazi sve dok se Jamstvo ne vrati Osiguranju ili do primitka obavijesti Izvođača da Izvođač više ne zahtijeva plaćanje takvog iznosa ili dok plaćanja od Osiguranja Izvođaču ukupno ne budu činila cijeli navedeni iznos, ovisno o tome što nastupi ranije.

Ovo jamstvo podliježe Ujednačenim pravilima za jamstva na poziv (engl. *Uniform Rules for Demand Guarantees*, URDG), Revizija iz 2010., Publikacija Međunarodne trgovinske komore (engl. *International Chamber of Commerce*, ICC) br. 758.

Za ovo je Jamstvo isključivo mjerodavno pravo Belgije te se ono tumači isključivo u skladu s tim pravom, a Strane potvrđuju da podliježu isključivoj nadležnosti sudova Belgije.

Frankfurt na Majni, 26. svibnja 2020.
Zurich Insurance plc
Njemačka podružnica
Kreditne linije Rt-701.015.971.736-000008-3
/potpisi nečitljivi/

Chr. Köhler M. Reinhardt

Bankovni podaci: Deutsche Bank AG, Frankfurt na Majni, IBAN: DE11 5007 0010 0093 7789 07, BIC: DFUTDEFFXXX
Zurich Insurance plc – njemačka podružnica
Predsjednica upravnog odbora: Alison Martin
Ovlaštena zastupnica podružnice: Dr. Carsten Schildknecht
Sjedište podružnice: Frankfurt na Majni (registarski broj HRB 88353), Platz der Einheit 2, 60327 Frankfurt na Majni
Pravni oblik društva (Zurich Insurance plc.): dioničko društvo
(dioničko društvo prema irskom pravu),
Sjedište: Dublin (Irska) Registracijski broj pri Uredu za registraciju društava (odgovara njemačkom registarskom sudu): 13460,
PDV br. DE815195011 Br. poreza na osiguranje 807/V90807020227
Zastupnik društva: Neil Freshwater (izvršni direktor)

---

*Ja, **Ivana Šušnjar Pleteš** iz Zagreba, stalni sudski tumač za engleski i francuski jezik, ponovno imenovana rješenjem predsjednika Županijskog suda u Zagrebu 11. listopada 2021., broj: 4 su-1314/2021, potvrđujem da gornji prijevod potpuno odgovara izvorniku sastavljenom na engleskom jeziku.*

U Zagrebu 16. 6. 2025.
Br. ovjere: OV-EH-209/2025

STALNI SUDSKI TUMAČ ZA ENGLESKI I FRANCUSKI JEZIK
PERMANENT COURT INTERPRETER FOR ENGLISH LANGUAGE
INTERPRÈTE TRADUCTEUR ASSERMENTÉ
IVANA ŠUŠNJAR PLETEŠ, prof.
10000 ZAGREB

STALNI SUDSKI TUMAČ ZA ENGLESKI I FRANCUSKI JEZIK
PERMANENT COURT INTERPRETER FOR ENGLISH LANGUAGE
INTERPRETE - TRADUCTEUR ASSERMENTE
IVANA
ŠUŠNJAR
PLETES.
prof.
10000 ZAGREB

Prilog 6.

Druga opomena od 28. travnja 2022. godine, uz ovjereni prijevod

ZURICH®

Zurich Insurance plc
German branch office

Credit Lines

P.O. Box 90 04 10
60444 Frankfurt am Main, Germany

www.zurich.de

Zurich Insurance plc German branch office P.O. Box 90 04 10 60444 Frankfurt am Main, Germany

EINSCHREIBEN
BRODOGRADEVNA INDUSTRIJA
SPLIT, dionicko drustvo
Put Supavla 21
21000 Split
KROATIEN

28.04.2022

In the event of questions please contact:
Email: accounting-ktv@zurich.com

2nd payment reminder for your premium
Customer no. 701.015.971.736

Dear Sir or Madam,

To date we have not received any payment of the overdue premiums for your insurance. This is our **last** request that you pay the outstanding amount within **two weeks** of receipt of this letter.

Please use the following references when transferring the funds so that your payment can be correctly assigned to your account. It is no longer possible to use a SEPA direct debit to pay for these arrears.

Intended purpose	IBAN	Total amount
701.015.971.736	DE11 5007 0010 0093 7789 02	**52.544,94 EUR**

The composition of the outstanding amount can be found in the following overview.

Invoice no.	Surety line no.	Due date	Amount
	704.005.892.357	28.07.2021	1.000,00 EUR
	704.005.973.632	07.06.2021	35.136,02 EUR
	704.005.973.632	20.05.2021	-1.490,58 EUR
	704.006.023.107	21.05.2021	12.165,00 EUR
	704.006.023.115	21.05.2021	12.165,00 EUR
	704.005.884.770	07.06.2021	-6.430,50 EUR

Outstanding amount	**52.544,94 EUR**
Total amount due	**52.544,94 EUR**

Please note:

If we do not receive your premium within the set period of time, we will initiate collection proceedings without further notice to recover the outstanding amounts in accordance with the statutory provisions. We would prefer to avoid instigating legal proceedings, which may be our next step. This would result in significant additional costs for you.

If you have made the payment in the meantime please disregard this letter.

Please contact us if you have any questions. We would be glad to help.

Kind regards

Ovaj prijevod se sastoji od
2 stranice / 5 listova
Broj ovjere: OV-EH-213/2025
Datum: 16. 6. 2025.

Ovjereni prijevod s engleskog jezika

(Podsjetnik)

ZURICH®

Zurich Insurance plc
German branch office

Credit Lines

P.O. Box 90 04 10
60444 Frankfurt am Main, Germany

www.zurich.de

Zurich Insurance plc German branch office P.O. Box 90 04 10 60444 Frankfurt am Main, Germany

EINSCHREIBEN
BRODOGRADEVNA INDUSTRIJA
SPLIT, dionicko drustvo
Put Supavla 21
21000 Split
KROATIEN

28.04.2022

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Outstanding amount	**52.544,94 EUR**
Total amount due	**52.544,94 EUR**

lease note:

If we do not receive your premium within the set period of time, we will initiate collection proceedings without further notice to recover the outstanding amounts in accordance with the statutory provisions. We would prefer to avoid instigating legal proceedings, which may be our next step. This would result in significant additional costs for you.

If you have made the payment in the meantime please disregard this letter.

Please contact us if you have any questions. We would be glad to help.

Kind regards

Broj ovjere: OV-EH-213/2025
Datum: 16. 6. 2025.

/logotip/

Zurich Insurance plc
Njemačka podružnica

Zurich Insurance plc Njemačka podružnica p. p. 90 04 10 60444 Frankfurt na Majni, Njemačka

Kreditne linije

P. P. 90 04 10
60444 Frankfurt na Majni,
Njemačka

www.zurich.de

<u>PREPORUČENOM POŠTOM</u>
BRODOGRAĐEVNA
INDUSTRIJA SPLIT,
dioničko društvo
Put Supavla 21
21000 Split
HRVATSKA

28. 4. 2022.

Ako imate pitanja, molimo vas da se obratite:
Adresa elektroničke pošte: accounting-ktv@zurich.com

2. podsjetnik na plaćanje vaše premije
Br. klijenta **701.015.971.736**

Poštovani,

do danas nismo zaprimili nikakva plaćanja dugovanih premija vašeg osiguranja. Ovo je naš **posljednji** zahtjev da nepodmireni iznos platite u roku od **dva tjedna** od primitka ovog pisma.

Molimo vas da prilikom prijenosa sredstava upotrebljavate sljedeće reference kako bi vaše plaćanje bilo ispravno dodijeljeno vašem računu. Nepodmirena dospjela dugovanja više nije moguće podmiriti izravnim terećenjem unutar SEPA-e.

Svrha	**IBAN**	**Ukupni iznos**
701.015.971.736	DE11 5007 0010 0093 7789 02	**52.544,94 EUR**

Sastav nepodmirenog iznosa vidljiv je iz pregleda u nastavku.

Br. računa	**Br. jamstvene linije**	**Datum dospijeća**	**Iznos**
	704.005.892.357	28. 7. 2021.	1.000,00 EUR
	704.005.973.632	7. 6. 2021.	35.136,02 EUR
	704.005.973.632	20. 5. 2021.	-1.490,58 EUR
	704.006.023.107	21. 5. 2021.	12.165,00 EUR
	704.006.023.115	21. 5. 2021.	12.165,00 EUR
	704.005.884.770	7. 6. 2021.	-6.430,50 EUR
		Nepodmireni iznos	**52.544,94 EUR**
		Ukupni dugovani iznos	**52.544,94 EUR**

Napomena:

Bankovni podaci: Deutsche Bank AG, Frankfurt na Majni, IBAN: DE11 5007 0010 0093 7789 07, BIC: DFUTDEFFXXX
Zurich Insurance plc Njemačka podružnica
Predsjednik upravnog odbora: George Quinn
Sjedište podružnice: Frankfurt na Majni (registarski broj HRB 88353), Solmsstr. 27-37, 60486 Frankfurt na Majni, Njemačka
Pravni oblik: dioničko društvo (dioničko društvo prema irskom pravu),
Sjedište: Dublin (Irska) Registracijski broj pri Uredu za registraciju društava (odgovara njemačkom registarskom sudu): 13460,
PDV br. DE815195011 Br. poreza na osiguranje 9116 807 02022
Zastupnik društva: Patrick Manley (izvršni direktor)

SAMO ZA INTERNU UPORABU

Ne primimo li vašu premiju u utvrđenom roku, pokrenut ćemo postupak naplate bez daljnje obavijesti, s ciljem povrata nepodmirenih iznosa u skladu sa zakonskim odredbama. Voljeli bismo izbjeći pokretanje sudskog postupka, što može biti naš idući korak. To bi dovelo do znatnih dodatnih troškova za vas.

Ako ste u međuvremenu izvršili plaćanje, molimo vas da zanemarite ovo pismo.

Slobodno nam se obratite ako imate bilo kakvih pitanja. Rado ćemo vam pomoći.

Srdačan pozdrav

SAMO ZA INTERNU UPORABU

*Ja, **Ivana Šušnjar Pleteš** iz Zagreba, stalni sudski tumač za engleski i francuski jezik, ponovno imenovana rješenjem predsjednika Županijskog suda u Zagrebu 11. listopada 2021., broj: 4 su-1314/2021, potvrđujem da gornji prijevod potpuno odgovara izvorniku sastavljenom na engleskom jeziku.*

U Zagrebu 16. 6. 2025.
Br. ovjere: OV-EH-213/2025

STALNI SUDSKI TUMAČ ZA ENGLESKI I FRANCUSKI JEZIK
PERMANENT COURT INTERPRETER FOR ENGLISH LANGUAGE
INTERPRÈTE TRADUCTEUR ASSERMENTÉ
IVANA ŠUŠNJAR PLETEŠ, prof.
10000 ZAGREB

STALNI SUDSKI TUMAČ ZA ENGLESKI I FRANCUSKI JEZIK
PERMANENT COURT INTERPRETER FOR ENGLISH LANGUAGE
INTERPRETE / TRADUCTEUR ASSERMENTE
IVANA
ŠIIŠNJAR
PLETEŠ,
prof
10000 ZAGREB

Prilog 7.

Računi za produljenje i izmjene garancija, uz ovjereni prijevod

7797

ZURICH INSURANCE PLC NFD
POSTFACH 90 04 16
60444 FRANKFURT
DEUTSCHLAND

Eingang
16. Mai 2022
Inputmanagement Frankfurt

Sambor, 02.05.2022.

Subjects: return the invoices

Dear,

We rerturn you the following invoices for the fee under the guarantees valid until 24.03.2022. and we will no longer them:

- Guarantee No. 704.005.999.070 – 1.500.000,00 HRK
- Guarantee No. 704.005.999.062 – 2.000.000,00 HRK

Best regards,

DIV GRUPA d.o.o.
Bobovica 10/a
10430 Samobor

DIV GRUPA d.o.o.
10430 SAMOBOR, Bobovica 10/A
Tel. 01 3377-000, Fax. 01 3376-155
4 OIB: 33890755814

DIV GRUPA d.o.o. | DIV GROUP Ltd. | HR-10430 Samobor, Bobovica 10/A | www.divgroup.eu

MBS 080127368 Trgovački sud u Zagrebu | by Commercial Court in Zagreb | IBAN HR8625000091101023493 (Addiko bank d.d.) | SWIFT HAABHR22
MB 3659976 OIB 33890755814
Temeljni kapital 245.736.800,00 HRK uplaćen u cijelosti | Investment Capital in amount of 245.736.800,00 HRK has been fully paid
Uprava | Board of Directors | Tomislav Debeljak - predsjednik | president | Darko Pappo - član | member |
Nadzorni odbor | Supervisory Board | Danijela Debeljak - predsjednik | president | Prokurist | Procurator | Marijo Vrbančić, Marko Knežević, Vedrana Debeljak

2 6 -04- 2022

"DIV" d.o.o. Bobovica 10a
zaprimljeno u knjigu pošte
br. 1956 | dana: 2 6 -04- 2022

ZURICH

Zurich Insurance plc NfD, Postfach 90 04 16, 60444 Frankfurt

CICLUSGB

Firma
DIV Grupa d.o.o. za usluge
R. F. Mihanovica 9
10000 ZAGREB
KROATIEN

For questions, please contact:	Telephone	Telefax	Date
Herrn Reinhardt; CICLUSGB	+49 69 71152647	+49 69 71153376	2022-04-13

Premium invoice - Bond modification
for bond no.: 704.005.999.070
Your customer number: 701.015.905.822

Dear Sir or Madam

we are charging a further premium for amendments to the bond.

Bond amount:	1.500.000,00 HRK
Duration:	2021-03-18 until document is returned
Bond type:	Bid
Beneficiary:	ZUPANIJSKA UPRAVA ZA CESTE, NA PODRUCJU ZUPANIJE, Vladimira Nazora 8, 20000, Dubrovnik, Kroatien UNUCREDIT FRONTING - contract 2021/S F14-0006861

Premium:		148,66 EUR
Total amount for period from	**2022-03-31 until 2022-03-31**	**148,66 EUR**
Zusatzkosten der auszustellenden Bank über die UniCredit		148,66 EUR

Please transfer the invoice amount, indicating the bond number no later than 2022-03-31 to the bank account mentioned below. If this date has passed already please transfer the invoice amount immediately.

Please note that bank transfer fees, if any, are at your own expense.

Kind regards

ZURICH

Zurich Insurance plc NfD, Postfach 90 04 16, 60444 Frankfurt

CICLUSGB

Firma
DIV Grupa d.o.o. za usluge
R. F. Mihanovica 9
10000 ZAGREB
KROATIEN

For questions, please contact:	Telephone	Telefax	Date
Herrn Reinhardt, CICLUSGB	+49 69 71152647	+49 69 71153376	2022-04-13

Premium invoice - Bond modification

for bond no.: 704.005.999.062
Your customer number: 701.015.905.822

Dear Sir or Madam

we are charging a further premium for amendments to the bond.

Bond amount:	2.000.000,00 HRK
Duration:	2021-03-18 until document is returned
Bond type:	Bid
Beneficiary:	ZUPANIJSKA LUCKA UPRAVA, KORCULA, Trg Petra Segedina, 20260, Korcula, Kroatien UNUCREDIT FRONTING - contract 2021/S 0F2-0006418

Premium:		198,22 EUR
Total amount for period from	**2022-03-31 until 2022-03-31**	**198,22 EUR**
Zusatzkosten der auszustellenden Bank über die UniCredit		198,22 EUR

Please transfer the invoice amount, indicating the bond number no later than 2022-03-31 to the bank account mentioned below. If this date has passed already please transfer the invoice amount immediately.

Please note that bank transfer fees, if any, are at your own expense.

Kind regards

Zurich Insurance plc
Niederlassung für Deutschland
Direktion Frankfurt

Platz der Einheit 2
60327 Frankfurt
Telefon 069 7115-0

LXKTV10002 A2K-NOV

Bankverbindung
Deutsche Bank AG, Frankfurt/Main
IBAN: DE11 5007 0010 0093 7789 02
BIC: DEUTDEFFXXX
Angaben zur Umsatzsteuer
UStID-Nr. DE815195011
Versicherungsbeiträge sind umsatzsteuerfrei
Vers.St-Nr. 807/V90807020227

Rechtsform der Gesellschaft
public company limited by shares
(Aktiengesellschaft nach irischem Recht)
Hauptsitz Dublin (Irland)
Vertretung der Gesellschaft
Neil Freshwater (Chief Executive Officér)
Verwaltungsratsvorsitzende
Alison Martin
Companies Registry Office (entspricht dem dt. Registergericht) Registernr. 13460

Hauptbevollmächtigter der Niederlassung:
Dr. Carsten Schildknecht
Sitz der Niederlassung
Frankfurt/Main
Registernr. HRB 88353
Platz der Einheit 2, 60327 Frankfurt am Main

DVN 502 100002710 2103

ZURICH

Zurich Insurance plc NfD, Postfach 90 04 16, 60444 Frankfurt

CICLUSGB
BRODOGRADEVNA INDUSTRIJA
SPLIT, dionicko drustvo
Put Supavla 21
21000 SPLIT
KROATIEN

For questions, please contact:	Telephone	Telefax	Date
Herrn Reinhardt, CICLUSGB	+49 69 71152647	+49 69 71153376	2022-04-11

Premium invoice - Prolongation
for bond no.: 704.006.023.115
Your customer number: 701.015.971.736

Dear Sir or Madam

the premium is due for the bond issued.

Bond amount:	890.000,00 EUR
Duration:	2021-05-21 until 2022-08-15
Bond type:	Performance
Beneficiary:	Viterlef Management Ltd, PO Box 3159, Tortola, Virgin Island contract NB 491, 45000 dwt tanker

Premium:		2.836,90 EUR
Total amount for period from	**2022-05-21 until 2022-08-15**	**2.836,90 EUR**

Please transfer the invoice amount, indicating the bond number no later than 2022-05-21 to the bank account mentioned below. If this date has passed already please transfer the invoice amount immediately.

Please note that bank transfer fees, if any, are at your own expense.

Kind regards

ZURICH

Zurich Insurance plc NfD, Postfach 90 04 16, 60444 Frankfurt

CICLUSGB
BRODOGRADEVNA INDUSTRIJA
SPLIT, dionicko drustvo
Put Supavla 21
21000 SPLIT
KROATIEN

For questions, please contact:	Telephone	Telefax	Date
Herrn Reinhardt, CICLUSGB	+49 69 71152647	+49 69 71153376	2022-04-11

Premium invoice - Prolongation
for bond no.: 704.006.023.107
Your customer number: 701.015.971.736

Dear Sir or Madam

the premium is due for the bond issued.

Bond amount:	890.000,00 EUR
Duration:	2021-05-21 until 2022-08-15
Bond type:	Payment
Beneficiary:	Viterlef Management Ltd, PO Box 3159, Tortola, Virgin Island contract NB 491, 45000 dwt tanker

Premium:		2.836,90 EUR
Total amount for period from	**2022-05-21 until 2022-08-15**	**2.836,90 EUR**

Please transfer the invoice amount, indicating the bond number no later than 2022-05-21 to the bank account mentioned below. If this date has passed already please transfer the invoice amount immediately.

Please note that bank transfer fees, if any, are at your own expense.

Kind regards

Zurich Insurance plc
Niederlassung für Deutschland
Direktion Frankfurt
Platz der Einheit 2
60327 Frankfurt
Telefon 069 7115-0

Bankverbindung
Deutsche Bank AG, Frankfurt/Main
IBAN: DE11 5007 0010 0093 7789 02
BIC: DEUTDEFFXXX
Angaben zur Umsatzsteuer
UStID-Nr. DE815195011
Versicherungsbeiträge sind umsatzsteuerfrei
Vers.St-Nr. 807/V90807020227

Rechtsform der Gesellschaft
public company limited by shares
(Aktiengesellschaft nach irischem Recht)
Hauptsitz Dublin (Irland) —
Vertretung der Gesellschaft
Neil Freshwater (Chief Executive Officer)
Verwaltungsratsvorsitzende
Alison Martin
Companies Registry Office (entspricht dem dt. Registergericht) Registernr. 13460

Hauptbevollmächtigter der Niederlassung:
Dr. Carsten Schildknecht
Sitz der Niederlassung
Frankfurt/Main
Registernr. HRB 88353
Platz der Einheit 2, 60327 Frankfurt am Main

Ovaj prijevod se sastoji od
6 stranica / 12 listova
Broj ovjere: OV-EH-214/2025
Datum: 16. 6. 2025.

Ovjereni prijevod s engleskog jezika

(Računi)

7797

ZURICH INSURANCE PLC NFD
POSTFACH 90 04 16
60444 FRANKFURT
DEUTSCHLAND

Eingang
16. Mai 2022
Inputmanagement Frankfurt

Sambor, 02.05.2022.

Subjects: return the invoices

Dear,

We rerturn you the following invoices for the fee under the guarantees valid until 24.03.2022. and we will no longer them:

- Guarantee No. 704.005.999.070 – 1.500.000,00 HRK
- Guarantee No. 704.005.999.062 – 2.000.000,00 HRK

Best regards,

DIV GRUPA d.o.o.
Bobovica 10/a
10430 Samobor

DIV GRUPA d.o.o.
10430 SAMOBOR, Bobovica 10/A
Tel. 01 3377-000, Fax. 01 3376-155
OIB: 33090755814

26-04-2022

"DIV" d.o.o. Bobovica 10a
zaprimljeno u knjigu pošte
rbr. 4956 dana: 26-04-2022.

ZURICH

Zurich Insurance plc NfD, Postfach 90 04 16, 60444 Frankfurt

CICLUSGB

Firma
DIV Grupa d.o.o. za usluge
R. F. Mihanovica 9
10000 ZAGREB
KROATIEN

For questions, please contact:	Telephone	Telefax	Date
Herrn Reinhardt; CICLUSGB	+49 69 71152647	+49 69 71153376	2022-04-13

Premium Invoice - Bond modification
for bond no.: 704.005.999.070
Your customer number: 701.015.905.822

Dear Sir or Madam

we are charging a further premium for amendments to the bond.

Bond amount:	1.500.000,00 HRK
Duration:	2021-03-18 until document is returned
Bond type:	Bid
Beneficiary:	ZUPANIJSKA UPRAVA ZA CESTE, NA PODRUCJU ZUPANIJE, Vladimira Nazora 8, 20000, Dubrovnik, Kroatien UNUCREDIT FRONTING - contract 2021/S F14-0006861

Premium:		148,66 EUR
Total amount for period from	**2022-03-31 until 2022-03-31**	**148,66 EUR**
Zusatzkosten der auszustellenden Bank über die UniCredit		148,66 EUR

Please transfer the invoice amount, indicating the bond number no later than 2022-03-31 to the bank account mentioned below. If this date has passed already please transfer the invoice amount immediately.

Please note that bank transfer fees, if any, are at your own expense.

Kind regards

ZURICH

Zurich Insurance plc NfD, Postfach 90 04 16, 60444 Frankfurt

CICLUSGB

Firma
DIV Grupa d.o.o. za usluge
R. F. Mihanovica 9
10000 ZAGREB
KROATIEN

For questions, please contact:	Telephone	Telefax	Date
Herrn Reinhardt, CICLUSGB	+49 69 71152647	+49 69 71153376	2022-04-13

Premium Invoice - Bond modification
for bond no.: 704.005.999.062
Your customer number: 701.015.905.822

Dear Sir or Madam

we are charging a further premium for amendments to the bond.

Bond amount:	2.000.000,00 HRK
Duration:	2021-03-18 until document is returned
Bond type:	Bid
Beneficiary:	ZUPANIJSKA LUCKA UPRAVA, KORCULA, Trg Petra Segedina, 20260, Korcula, Kroatien UNUCREDIT FRONTING - contract 2021/S 0F2-0006418

Premium:		198,22 EUR
Total amount for period from	**2022-03-31 until 2022-03-31**	**198,22 EUR**
Zusatzkosten der auszustellenden Bank über die UniCredit		198,22 EUR

Please transfer the invoice amount, indicating the bond number no later than 2022-03-31 to the bank account mentioned below. If this date has passed already please transfer the invoice amount immediately.

Please note that bank transfer fees, if any, are at your own expense.

Kind regards

ZURICH

Zurich Insurance plc NfD, Postfach 90 04 16, 60444 Frankfurt

CICLUSGB
BRODOGRADEVNA INDUSTRIJA
SPLIT, dionicko drustvo
Put Supavla 21
21000 SPLIT
KROATIEN

For questions, please contact:	Telephone	Telefax	Date
Herrn Reinhardt, CICLUSGB	+49 69 71152647	+49 69 71153376	2022-04-11

Premium invoice - Prolongation
for bond no.: 704.006.023.115
Your customer number: 701.015.971.736

Dear Sir or Madam

the premium is due for the bond issued.

Bond amount:	890.000,00 EUR
Duration:	2021-05-21 until 2022-08-15
Bond type:	Performance
Beneficiary:	Viterief Management Ltd, PO Box 3159, Tortola, Virgin Island contract NB 491, 45000 dwt tanker

Premium:		2.836,90 EUR
Total amount for period from	**2022-05-21 until 2022-08-15**	**2.836,90 EUR**

Please transfer the invoice amount, indicating the bond number no later than 2022-05-21 to the bank account mentioned below. If this date has passed already please transfer the invoice amount immediately.

Please note that bank transfer fees, if any, are at your own expense.

Kind regards

Zurich Insurance plc
Niederlassung für Deutschland
Direktion Frankfurt
Platz der Einheit 2
60327 Frankfurt
Telefon 069 7115-0

LXKTV10002 A2K-NOV

Bankverbindung
Deutsche Bank AG, Frankfurt/Main
IBAN: DE11 5007 0010 0093 7789 02
BIC: DEUTDEFFXXX
Angaben zur Umsatzsteuer
UStID-Nr. DE815195011
Versicherungsbeiträge sind umsatzsteuerfrei
Vers.St-Nr. 807/V90807020227

Rechtsform der Gesellschaft
public company limited by shares
(Aktiengesellschaft nach irischem Recht)
Hauptsitz Dublin (Irland)
Vertretung der Gesellschaft
Neil Freshwater (Chief Executive Officer)
Verwaltungsratsvorsitzende
Alison Martin
Companies Registry Office (entspricht dem dt. Registergericht) Registernr. 13460

Hauptbevollmächtigter der Niederlassung:
Dr. Carsten Schildknecht
Sitz der Niederlassung
Frankfurt/Main
Registernr. HRB 88353
Platz der Einheit 2, 60327 Frankfurt am Main

ZURICH®

Zurich Insurance plc NfD, Postfach 90 04 16, 60444 Frankfurt

CICLUSGB
BRODOGRADEVNA INDUSTRIJA
SPLIT, dionicko drustvo
Put Supavla 21
21000 SPLIT
KROATIEN

For questions, please contact:	Telephone	Telefax	Date
Herrn Reinhardt, CICLUSGB	+49 69 71152647	+49 69 71153376	2022-04-11

Premium invoice - Prolongation
for bond no.: 704.006.023.107
Your customer number: 701.015.971.736

Dear Sir or Madam

the premium is due for the bond issued.

Bond amount:	890.000,00 EUR
Duration:	2021-05-21 until 2022-08-15
Bond type:	Payment
Beneficiary:	Viterlef Management Ltd, PO Box 3159, Tortola, Virgin Island contract NB 491, 45000 dwt tanker

Premium:		2.836,90 EUR
Total amount for period from	**2022-05-21 until 2022-08-15**	**2.836,90 EUR**

Please transfer the invoice amount, indicating the bond number no later than 2022-05-21 to the bank account mentioned below. If this date has passed already please transfer the invoice amount immediately.

Please note that bank transfer fees, if any, are at your own expense.

Kind regards

/logotip/

/rukom pisan tekst nečitljiv/
ZURICH INSURANCE PLC NFD
P. P. 90 04 16
60444 FRANKFURT
NJEMAČKA

Upisano
16. svibnja 2022.
Upravljanje upisima Frankfurt

Samobor, 2. 5. 2022.

Predmet: povrat računa

Poštovani,

Vraćamo vam sljedeće račune za naknadu prema jamstvima važeće do 24. 3. 2022. i više nam nisu potrebni:

- Jamstvo br. 704.005.999.070 - 1,500.000,00 HRK
- Jamstvo br. 704.005.999.062 - 2,000.000,00 HRK

Srdačan pozdrav,

DIV GRUPA d.o.o.
Bobovica 10/a
10430 Samobor
/potpis nečitljiv/
/sadržaj pečata: DIV GRUPA d.o.o., 10430 Samobor, Bobovica 10/a, Tel. 01 3377-000, telefaks: 01 3376-155, OIB: 38890755814/

/tekst u podnožju izostavljen jer je dvojezičan, op. sud. tum./
/oznaka certifikacije prema normi ISO 9001/

26. 4. 2022.
/tekst štambilja izostavljen jer je na hrvatskom, op. sud. tum./

/logotip/

Zurich Insurance plc NfD, p. p. 90 04 16, 60444 Frankfurt

CICLUSGB
Tvrtka
DIV Grupa d.o.o, za usluge
R. F. Mihanovića 9
10000 ZAGREB
HRVATSKA

Za upite molimo vas da se obratite:	Telefon	Telefaks	Datum
g. Reinhardt, CICLUSGB	+49 69 71152647	+49 69 71153376	13. 4. 2022.

Račun za premiju – Izmjena jamstva

za jamstvo br.: 704.005.999.070
Vaš broj klijenta: 701.015.905.822

Poštovani,

naplaćujemo dodatnu premiju za izmjene jamstva.

Iznos jamstva:	1,500.000,00 HRK
Trajanje:	Od 18. 3. 2021. do povrata dokumenta
Vrsta jamstva:	Ponuda
Korisnik:	ŽUPANIJSKA UPRAVA ZA CESTE, NA PODRUČJU ŽUPANIJE, Vladimira Nazora 8, 20000, Dubrovnik, Hrvatska UNICREDIT PREDUJAM – ugovor 2021/S F14-0006861

Premija:		148,66 EUR
Ukupni iznos		
za razdoblje od	**31. 3. 2022. do 31. 3. 2022.**	**148,66 EUR**
Dodatni troškovi banke izdavateljice u vezi s UniCreditom		148,66 EUR

Molimo vas da iznos računa, uz navođenje broja jamstva, prenesete na bankovni račun naveden u nastavku najkasnije 31. 3. 2022. Ako je taj datum već prošao, molimo vas da odmah prenesete iznos računa.
Napominjemo da su naknade za bankovni prijenos, ako postoje, na vaš trošak.

Srdačan pozdrav,
/potpis nečitljiv/

Zurich Insurance plc
Njemačka podružnica
Uprava Frankfurt
Platz der Einheit 2
60327 Frankfurt
Telefon: 069 7115-0

LXKTV10002 A2K-NOV
Bankovni podaci
Deutsche Bank AG, Frankfurt na Majni
IBAN: DE11 5007 0010 0093 7789 02
BIC: DEUTDEFFXXX
Podaci o PDV-u
PDV br. DE815195011
Premije osiguranja izuzete su od PDV-a
Br. poreza na osiguranje 807/V90807020227
Pravni oblik društva: dioničko društvo
(dioničko društvo prema irskom pravu)
Sjedište: Dublin (Irska)
Zastupnik društva
Neil Freshwater (izvršni direktor)
Predsjednica upravnog odbora
Alison Martin
Registracijski broj pri Uredu za registraciju društava (odgovara njemačkom registarskom sudu): 13460
Ovlaštena zastupnica podružnice:
Dr. Carsten Schildknecht
Sjedište podružnice
Frankfurt na Majni
Registarski broj HRB 88353
Platz der Einheit 2, 60327 Frankfurt na Majni

/logotip/

Zurich Insurance plc NfD, p. p. 90 04 16, 60444 Frankfurt

CICLUSGB
Tvrtka
DIV Grupa d.o.o, za usluge
R. F. Mihanovića 9
10000 ZAGREB
HRVATSKA

Za upite molimo vas da se obratite:	Telefon	Telefaks	Datum
g. Reinhardt, CICLUSGB	+49 69 71152647	+49 69 71153376	13. 4. 2022.

Račun za premiju – Izmjena jamstva
za jamstvo br.: 704.005.999.062
Vaš broj klijenta: 701.015.905.822

Poštovani,

naplaćujemo dodatnu premiju za izmjene jamstva.

Iznos jamstva:	2,000.000,00 HRK
Trajanje:	Od 18. 3. 2021. do povrata dokumenta
Vrsta jamstva:	Ponuda
Korisnik:	ŽUPANIJSKA LUČKA UPRAVA, KORČULA, Trg Petra Šegedina, 20260, Korčula, Hrvatska UNICREDIT PREDUJAM – ugovor 2021/S 0F2-0006418

Premija: **198,22 EUR**
Ukupni iznos
za razdoblje od **31. 3. 2022. do 31. 3. 2022.** **198,22 EUR**
Dodatni troškovi banke izdavateljice u vezi s UniCreditom 198,22 EUR
Molimo vas da iznos računa, uz navođenje broja jamstva, prenesete na bankovni račun naveden u nastavku najkasnije 31. 3. 2022. Ako je taj datum već prošao, molimo vas da odmah prenesete iznos računa.
Napominjemo da su naknade za bankovni prijenos, ako postoje, na vaš trošak.

Srdačan pozdrav,
/potpis nečitljiv/

Zurich Insurance plc
Njemačka podružnica
Uprava Frankfurt
Platz der Einheit 2
60327 Frankfurt
Telefon: 069 7115-0

LXKTV10002 A2K-NOV
Bankovni podaci
Deutsche Bank AG, Frankfurt na Majni
IBAN: DE11 5007 0010 0093 7789 02
BIC: DEUTDEFFXXX
Podaci o PDV-u
PDV br. DE815195011
Premije osiguranja izuzete su od PDV-a
Br. poreza na osiguranje 807/V90807020227
Pravni oblik društva: dioničko društvo
(dioničko društvo prema irskom pravu)
Sjedište: Dublin (Irska)
Zastupnik društva
Neil Freshwater (izvršni direktor)
Predsjednica upravnog odbora
Alison Martin
Registracijski broj pri Uredu za registraciju društava (odgovara njemačkom registarskom sudu): 13460
Ovlaštena zastupnica podružnice:
Dr. Carsten Schildknecht
Sjedište podružnice
Frankfurt na Majni
Registarski broj HRB 88353
Platz der Einheit 2, 60327 Frankfurt na Majni

/logotip/

Zurich Insurance plc NfD, p. p. 90 04 16, 60444 Frankfurt

CICLUSGB
BRODOGRAĐEVNA
INDUSTRIJA SPLIT,
dioničko društvo
Put Supavla 21
210000 SPLIT
HRVATSKA

Za upite molimo vas da se obratite:	Telefon	Telefaks	Datum
g. Reinhardt, CICLUSGB	+49 69 71152647	+49 69 71153376	11. 4. 2022.

Račun za premiju – Produljenje
za jamstvo br.: 704.006.023.115
Vaš broj klijenta: 701.015.971.736

Poštovani,

dugovana je premija za izdano jamstvo.

Iznos jamstva:	890.000,00 EUR	
Trajanje:	Od 21. 5. 2021. do 15. 8. 2022.	
Vrsta jamstva:	Izvršenje obveza	
Korisnik:	Viterlef Management Ltd., p. p. 3159, Tortola, Djevičanski otoci ugovor NB 491, tanker od 45000 dwt	
Premija:		2.836,90 EUR
Ukupni iznos za razdoblje od	**21. 5. 2021. do 15. 8. 2022.**	**2.836,90 EUR**

Molimo vas da iznos računa, uz navođenje broja jamstva, prenesete na bankovni račun naveden u nastavku najkasnije 21. 5. 2021. Ako je taj datum već prošao, molimo vas da odmah prenesete iznos računa.
Napominjemo da su naknade za bankovni prijenos, ako postoje, na vaš trošak.

Srdačan pozdrav,
/potpis nečitljiv/

Zurich Insurance plc
Njemačka podružnica
Uprava Frankfurt
Platz der Einheit 2
60327 Frankfurt
Telefon: 069 7115-0

LXKTV10002 A2K-NOV
Bankovni podaci
Deutsche Bank AG, Frankfurt na Majni
IBAN: DE11 5007 0010 0093 7789 02
BIC: DEUTDEFFXXX
Podaci o PDV-u
PDV br. DE815195011
Premije osiguranja izuzete su od PDV-a
Br. poreza na osiguranje 807/V90807020227
Pravni oblik društva: dioničko društvo
(dioničko društvo prema irskom pravu)
Sjedište: Dublin (Irska)
Zastupnik društva
Neil Freshwater (izvršni direktor)
Predsjednica upravnog odbora
Alison Martin
Registracijski broj pri Uredu za registraciju društava (odgovara njemačkom registarskom sudu): 13460
Ovlaštena zastupnica podružnice:
Dr. Carsten Schildknecht
Sjedište podružnice
Frankfurt na Majni
Registarski broj HRB 88353
Platz der Einheit 2, 60327 Frankfurt na Majni

/logotip/

Zurich Insurance plc NfD, p. p. 90 04 16, 60444 Frankfurt

CICLUSGB
BRODOGRAĐEVNA
INDUSTRIJA SPLIT,
dioničko društvo
Put Supavla 21
210000 SPLIT
HRVATSKA

Za upite molimo vas da se obratite:	Telefon	Telefaks	Datum
g. Reinhardt, CICLUSGB	+49 69 71152647	+49 69 71153376	11. 4. 2022.

Račun za premiju – Produljenje
za jamstvo br.: 704.006.023.107
Vaš broj klijenta: 701.015.971.736

Poštovani,

dugovana je premija za izdano jamstvo.

Iznos jamstva:	890.000,00 EUR	
Trajanje:	Od 21. 5. 2021. do 15. 8. 2022.	
Vrsta jamstva:	Plaćanje	
Korisnik:	Viterlef Management Ltd., p. p. 3159, Tortola, Djevičanski otoci ugovor NB 491, tanker od 45000 dwt	
Premija:		2.836,90 EUR
Ukupni iznos za razdoblje od	**21. 5. 2021. do 15. 8. 2022.**	**2.836,90 EUR**

Molimo vas da iznos računa, uz navođenje broja jamstva, prenesete na bankovni račun naveden u nastavku najkasnije 21. 5. 2021. Ako je taj datum već prošao, molimo vas da odmah prenesete iznos računa.
Napominjemo da su naknade za bankovni prijenos, ako postoje, na vaš trošak.

Srdačan pozdrav,
/potpis nečitljiv/

Zurich Insurance plc
Njemačka podružnica
Uprava Frankfurt
Platz der Einheit 2
60327 Frankfurt
Telefon: 069 7115-0

LXKTV10002 A2K-NOV
Bankovni podaci
Deutsche Bank AG, Frankfurt na Majni
IBAN: DE11 5007 0010 0093 7789 02
BIC: DEUTDEFFXXX
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PDV br. DE815195011
Premije osiguranja izuzete su od PDV-a
Br. poreza na osiguranje 807/V90807020227
Pravni oblik društva: dioničko društvo
(dioničko društvo prema irskom pravu)
Sjedište: Dublin (Irska)
Zastupnik društva
Neil Freshwater (izvršni direktor)
Predsjednica upravnog odbora
Alison Martin
Registracijski broj pri Uredu za registraciju društava (odgovara njemačkom registarskom sudu): 13460
Ovlaštena zastupnica podružnice:
Dr. Carsten Schildknecht
Sjedište podružnice
Frankfurt na Majni
Registarski broj HRB 88353
Platz der Einheit 2, 60327 Frankfurt na Majni

*Ja, **Ivana Šušnjar Pleteš** iz Zagreba, stalni sudski tumač za engleski i francuski jezik, ponovno imenovana rješenjem predsjednika Županijskog suda u Zagrebu 11. listopada 2021., broj: 4 su-1314/2021, potvrđujem da gornji prijevod potpuno odgovara izvorniku sastavljenom na engleskom jeziku.*

U Zagrebu 16. 6. 2025.
Br. ovjere: OV-EH-214/2025

STALNI SUDSKI TUMAČ ZA ENGLESKI I FRANCUSKI JEZIK
PERMANENT COURT INTERPRETER FOR ENGLISH LANGUAGE
INTERPRETE - TRADUCTEUR ASSERMENTE
IVANA ŠUŠNJAR PLETEŠ, prof.
10000 ZAGREB

STALNI SUDSKI TUMAČ ZA ENGLESKI I FRANCUSKI JEZIK
PERMANENT COURT INTERPRETER FOR ENGLISH LANGUAGE
INTERPRETE / TRADUCTEUR ASSERMENTE
IVANA ŠUŠNJAR PLETEŠ, prof.
10000 ZAGREB

Prilog 8.

Produljenje garancije 704.006.023.115, uz ovjereni prijevod

ZURICH

Zurich Insurance plc Niederlassung für Deutschland

Viterlef Management Ltd.,
a company organized and existing under the laws of the British Virgin Islands,
having its registered office at P.O. Box 3159,
Road Town, Tortola,
British Virgin Islands,
VAT in Croatia No: HR97295577163

For any questions please contact:
Team Global Bonds & Guarantees – Herr Reinhardt
Herr Reinhardt, Tel. 069 7115 - 2647; Telefax: 069 7115 - 2949
E-Mail: DEB_KTVBA@zurich.com, Betreff: Reinhardt

Frankfurt am Main, 11th August 2022

Guarantee No.:	**704.006.023.115** dated 21th May 2021
Amount of Performance Guarantee:	***890.000,00 EUR***
Contractor:	**Brodograđevna industrija Split d.d. of Split,** **Put Supavla 21,** **21000 Split,** **Croatia** **(Brodosplit JSC, VAT No: HR18556905592)**

Additional Declaration

Dear Sirs,

The term of the above Performance Guarantee expires on 15.08.2022.

We declare herewith that the term has now been changed as follows:

New term from 21.05.2021 to 28.02.2023.

The above is an essential part of our surety bond. All other stipulations continue to be valid in whole.

Yours truly.

Zurich Insurance plc
Niederlassung für Deutschland
Credit Lines

C. Wüst M. Reinhardt

Rt-701.015.971.736-000008

Our information about data privacy can be found at: www.zurich.de/datenschutz

Ovaj prijevod se sastoji od
2 stranice / 4 lista
Broj ovjere: OV-EH-210/2025
Datum: 16. 6. 2025.

Ovjereni prijevod s engleskog jezika

(Izjava)

ZURICH®

Zurich Insurance plc Niederlassung für Deutschland

Viterlef Management Ltd.,
a company organized and existing under the laws of the British Virgin Islands,
having its registered office at P.O. Box 3159,
Road Town, Tortola,
British Virgin Islands,
VAT in Croatia No: HR97295577163

For any questions please contact:
Team Global Bonds & Guarantees – Herr Reinhardt
Herr Reinhardt, Tel. 069 7115 - 2647; Telefax: 069 7115 - 2949
E-Mail: DEB_KTVBA@zurich.com, Betreff: Reinhardt

Frankfurt am Main, 11th August 2022

Guarantee No.:	**704.006.023.115** dated 21th May 2021
Amount of Performance Guarantee:	***890.000,00 EUR***
Contractor:	**Brodograđevna industrija Split d.d. of Split, Put Supavla 21, 21000 Split, Croatia (Brodosplit JSC, VAT No: HR18556905592)**

<u>Additional Declaration</u>

Dear Sirs,

The term of the above Performance Guarantee expires on 15.08.2022.

We declare herewith that the term has now been changed as follows:

New term from 21.05.2021 to 28.02.2023.

The above is an essential part of our surety bond. All other stipulations continue to be valid in whole.

Yours truly.

Zurich Insurance plc
Niederlassung für Deutschland
Credit Lines

C. Wüst M. R…inhardt

Rt-701.015.971.736-000008

/logotip/

Zurich Insurance plc – njemačka podružnica

Viterlef Management Ltd.,
društvo koje je osnovano i posluje u skladu s pravom Britanskih Djevičanskih otoka,
sa sjedištem na adresi p. p. 3159,
Road Town, Tortola,
Britanski Djevičanski otoci,
hrvatski PDV broj: HR97295577163

Za sva pitanja molimo vas da se obratite:
Timu za globalne garancije i jamstva – g. Reinhardt
g. Reinhardt, tel. 069 7115 - 2647; telefaks: 069 7115 - 2949
Adresa elektroničke pošte: DEB_KTVBA@zurich.com, Predmet: Reinhardt

Frankfurt na Majni, 11. kolovoza 2022.

Br. jamstva:	**704.006.023.115** od 21. svibnja 2021.
Iznos Jamstva ispunjenja obveza:	***890.000,00 EUR***
Izvođač:	**Brodograđevna industrija Split d.d. iz Splita,** **Put Supavla 21,** **21000 Split,** **Hrvatska** **(Brodosplit JSC, PDV br.: HR18556905592)**

Dodatna izjava

Poštovani,

razdoblje važenja gorenavedenog Jamstva ispunjenja obveza istječe 15. 8. 2022.

Ovime izjavljujemo da je to razdoblje izmijenjeno na sljedeći način:

Novo razdoblje od 21. 5. 2021. do 28. 2. 2023.

Gorenavedeno je sastavni dio našeg jamstva. Sve ostale odredbe u potpunosti ostaju na snazi.

Srdačan pozdrav,
Zurich Insurance plc
Njemačka podružnica
Kreditne linije
/potpisi nečitljivi/

Rt-701.015.971.736-000008

C. Wüst M. Reinhardt

Naše informacije o zaštiti osobnih podataka dostupne su na: www.zurich.de/datenschutz

*Ja, **Ivana Šušnjar Pleteš** iz Zagreba, stalni sudski tumač za engleski i francuski jezik, ponovno imenovana rješenjem predsjednika Županijskog suda u Zagrebu 11. listopada 2021., broj: 4 su-1314/2021, potvrđujem da gornji prijevod potpuno odgovara izvorniku sastavljenom na engleskom jeziku.*

U Zagrebu 16. 6. 2025.

Br. ovjere: OV-EH-210/2025

STALNI SUDSKI TUMAČ ZA ENGLESKI I FRANCUSKI JEZIK
PERMANENT COURT INTERPRETER FOR ENGLISH LANGUAGE
INTERPRETE, TRADUCTEUR ASSERMENTÉ
IVANA ŠUŠNJAR PLETEŠ, prof.

STALNI SUDSKI TUMAČ ZA ENGLESKI I FRANCUSKI JEZIK
PERMANENT COURT INTERPRETER FOR ENGLISH LANGUAGE
INTERPRETE / TRADUCTEUR ASSERMENTÉE

IVANA ŠUŠNJAR PLETEŠ, prof

10000 ZAGREB

Prilog 9.

Produljenje garancije 704.006.023.107, uz ovjereni prijevod

ZURICH®

Zurich Insurance plc Niederlassung für Deutschland

Viterlef Management Ltd.,
a company organized and existing under the laws of the British Virgin Islands,
having its registered office at P.O. Box 3159,
Road Town, Tortola,
British Virgin Islands,
VAT in Croatia No: HR97295577163

For any questions please contact:
Team Global Bonds & Guarantees – Herr Reinhardt
Herr Reinhardt, Tel. 069 7115 - 2647; Telefax: 069 7115 - 2949
E-Mail: DEB_KTVBA@zurich.com, Betreff: Reinhardt

Frankfurt am Main, 11th August 2022

Guarantee No.:	**704.006.023.107** dated 21th May 2021
Amount of Refund Guarantee:	***890.000,00 EUR***
Contractor:	**Brodogradevna industrija Split d.d. of Split, Put Supavla 21, 21000 Split, Croatia (Brodosplit JSC, VAT No: HR18556905592))**

<u>Additional Declaration</u>

Dear Sirs,

The term of the above Refund Guarantee expires on 15.08.2022.

We declare herewith that the term has now been changed as follows:

New term from 21.05.2021 to 28.02.2023.

The above is an essential part of our surety bond. All other stipulations continue to be valid in whole.

Yours truly.

Zurich Insurance plc
Niederlassung für Deutschland
Credit Lines

C. Wüst M. Reinhardt Rt-701.015.971.736-000007

Our information about data privacy can be found at: www.zurich.de/datenschutz

Utilisation Request Form

To:
** CIGCLUWINT **
Zurich Insurance plc
Niederlassung für Deutschland
Direktion Frankfurt

704.006.023.107

P.O. Box 90 04 16
60444 Frankfurt am Main
Germany

701.015.971.736-7

Re. Refund guarantee No. 704.006.023.107 dated 21th May 2021 (the „Facility")

Dear Sirs,

1. We refer to the above Facility. Terms and expressions defined in the Facility shall have the same meanings when used herein. We hereby request you to issue a Guarantee as follows:

2.

Sector / Segment / Business / Unit:	One 45.000 DWT TANKER FOR CHEMICAL AND OIL PRODUCTS „Onega Gulf"
Legal Entity (Guaranteed Subsidiary): Address:	Brodosplit d.d. Put Supavla 21 21000 Split Croatia

(1) **PROJECT or CONTRACT CONCERNED:**

Country:	Croatia
Client:	Viterlef Management Ltd. P.O. Box 3159, Road Town, Tortola British Virgin Islands VAT in Croatia No: HR97295577163
Project and Description:	Brodosplit has, since privatisation, been very active in shipbuilding market, in particular in niche of medium size passenger vessels (RoPax, Cruise,

Ovaj prijevod se sastoji od
2 stranice / 5 listova
Broj ovjere: OV-EH-211/2025
Datum: 16. 6. 2025.

Ovjereni prijevod s engleskog jezika

(Izjava)

ZURICH

Zurich Insurance plc Niederlassung für Deutschland

Viterlef Management Ltd.,
a company organized and existing under the laws of the British Virgin Islands,
having its registered office at P.O. Box 3159,
Road Town, Tortola,
British Virgin Islands;
VAT in Croatia No: HR97295577163

For any questions please contact:
Team Global Bonds & Guarantees – Herr Reinhardt
Herr Reinhardt, Tel. 069 7115 - 2647; Telefax: 069 7115 - 2949
E-Mail: DEB_KTVBA@zurich.com, Betreff: Reinhardt

Frankfurt am Main, 11th August 2022

Guarantee No.:	**704.006.023.107** dated 21th May 2021
Amount of Refund Guarantee:	***890.000,00 EUR***
Contractor:	**Brodogradevna industrija Split d.d. of Split,** **Put Supavla 21,** **21000 Split,** **Croatia** **(Brodosplit JSC, VAT No: HR18556905592)**

Additional Declaration

Dear Sirs,

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We declare herewith that the term has now been changed as follows:

New term from 21.05.2021 to 28.02.2023.

The above is an essential part of our surety bond. All other stipulations continue to be valid in whole.

Yours truly.

Zurich Insurance plc
Niederlassung für Deutschland
Credit Lines

C. Wüst M. Reinhardt Rt-701.015.971.736-000007

Our Information about data privacy can be found at: www.zurich.de/datenschutz

Utilisation Request Form

To:
** CIGCLUWINT **
Zurich Insurance plc
Niederlassung für Deutschland
Direktion Frankfurt

704.006.023.107

P.O. Box 90 04 16
60444 Frankfurt am Main
Germany

701.015.971.736-7

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Dear Sirs,

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2.

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Legal Entity (Guaranteed Subsidiary): Address:	Brodosplit d.d. Put Supavla 21 21000 Split Croatia

(1) PROJECT or CONTRACT CONCERNED:

Country:	Croatia
Client:	Viterlef Management Ltd. P.O. Box 3159, Road Town, Tortola British Virgin Islands VAT in Croatia No: HR97295577163
Project and Description:	Brodosplit has, since privatisation, been very active in shipbuilding market, in particular in niche of medium size passenger vessels (RoPax, Cruise,

/bar kod/

Zurich Insurance plc – njemačka podružnica

/logotip/

Viterief Management Ltd.,
društvo koje je osnovano i posluje u skladu s pravom Britanskih Djevičanskih otoka,
sa sjedištem na adresi p. p. 3159,
Road Town, Tortola,
Britanski Djevičanski otoci,
hrvatski PDV broj: HR97295577163

Za sva pitanja molimo vas da se obratite:
Timu za globalne garancije i jamstva – g. Reinhardt
g. Reinhardt, tel. 069 7115 - 2647; telefaks: 069 7115 - 2949
Adresa elektroničke pošte: DEB_KTVBA@zurich.com, Predmet: Reinhardt

Frankfurt na Majni, 11. kolovoza 2022.

Br. jamstva:	**704.006.023.107** od 21. svibnja 2021.
Iznos Jamstva povrata sredstava:	***890.000,00 EUR***
Izvođač:	**Brodograđevna industrija Split d.d. iz Splita,** **Put Supavla 21,** **21000 Split,** **Hrvatska** **(Brodosplit JSC, PDV br.: HR18556905592)**

Dodatna izjava

Poštovani,

razdoblje važenja gorenavedenog Jamstva povrata sredstava istječe 15. 8. 2022.

Ovime izjavljujemo da je to razdoblje izmijenjeno na sljedeći način:

Novo razdoblje od 21. 5. 2021. do 28. 2. 2023.

Gorenavedeno je sastavni dio našeg jamstva. Sve ostale odredbe u potpunosti ostaju na snazi.

Srdačan pozdrav,

Zurich Insurance plc
Njemačka podružnica
Kreditne linije
/potpisi nečitljivi/

Rt-701.015.971.736-000007

C. Wüst M. Reinhardt

Obrazac zahtjeva za iskorištenjem

Primatelj:
**** CIGCLUWINT****
Zurich Insurance plc
Njemačka podružnica
Uprava Frankfurt

P. P. 90 04 16
60444 Frankfurt na Majni
Njemačka

704.006.023.107
701.015.971.736-7

Predmet: Jamstvo povrata sredstava **br. 704.006.023.107 od 21. svibnja 2021. („Instrument")**

Poštovani,

1. Pozivamo se na gorenavedeni Instrument. Pojmovi i izrazi definirani u Instrumentu imaju ista značenja kada se koriste u ovom dokumentu. Ovime vas molimo da izdate Jamstvo kako slijedi:

2.

Sektor/segment/djelatnost/jedinica:	Jedan TANKER OD 45.000 DWT ZA KEMIKALIJE I NAFTNE PROIZVODE „Onega Gulf"
Pravna osoba (ovisno društvo kojem se izdaje jamstvo): Adresa:	Brodosplit d.d. Put Supavla 21 21000 Split Hrvatska

(1) RELEVANTNI PROJEKT ili UGOVOR:

Država:	Hrvatska
Klijent:	Viterlef Management Ltd. p. p. 3159, Road Town, Tortola Britanski Djevičanski otoci, hrvatski PDV broj: HR97295577163
Projekt i opis:	Od privatizacije je društvo Brodosplit vrlo aktivno na tržištu brodogradnje, posebno u niši putničkih brodova srednje veličine (RoPax, kruzeri,

*Ja, **Ivana Šušnjar Pleteš** iz Zagreba, stalni sudski tumač za engleski i francuski jezik, ponovno imenovana rješenjem predsjednika Županijskog suda u Zagrebu 11. listopada 2021., broj: 4 su-1314/2021, potvrđujem da gornji prijevod potpuno odgovara izvorniku sastavljenom na engleskom jeziku.*

U Zagrebu 16. 6. 2025.

Br. ovjere: OV-EH-211/2025

STALNI SUDSKI TUMAČ ZA ENGLESKI I FRANCUSKI JEZIK
PERMANENT COURT INTERPRETER FOR ENGLISH LANGUAGE
INTERPRETE ... TRADUCTEUR ASSERMENTE
IVANA ŠUŠNJAR PLETEŠ, prof.
ZAGREB

STALNI SUDSKI TUMAČ ZA ENGLESKI I FRANCUSKI JEZIK
PERMANENT COURT INTERPRETER FOR ENGLISH LANGUAGE
INTERPRETE / TRADUCTEUR ASSERMENTE
IVANA
ŠUŠNJAR
PLETEŠ,
prof.
10000 ZAGREB

Prilog 10.

Druga opomena od 28. travnja 2022. godine, uz ovjereni prijevod

ZURICH®

Zurich Insurance plc
German branch office

Credit Lines

P.O. Box 90 04 10
60444 Frankfurt am Main, Germany

www.zurich.de

Zurich Insurance plc German branch office P.O. Box 90 04 10 60444 Frankfurt am Main, Germany

EINSCHREIBEN
DIV Grupa d.o.o. za usluge
R.F. Mihanovica 9
1000 Zagreb
KROATIEN

In the event of questions please contact:
Email: accounting-ktv@zurich.com

28.04.2022

2nd payment reminder for your premium
Customer no. 701.015.905.822

Dear Sir or Madam,

To date we have not received any payment of the overdue premiums for your insurance. This is our **last** request that you pay the outstanding amount within **two weeks** of receipt of this letter.

Please use the following references when transferring the funds so that your payment can be correctly assigned to your account. It is no longer possible to use a SEPA direct debit to pay for these arrears.

Intended purpose	IBAN	Total amount
701.015.905.822	DE11 5007 0010 0093 7789 02	**115.230,67 EUR**

The composition of the outstanding amount can be found in the following overview.

Invoice no.	Surety line no.	Due date	Amount
	704.005.920.920	16.04.2021	20.787,88 EUR
	704.005.921.284	30.04.2021	18.576,29 EUR
	704.005.921.306	16.04.2021	8.486,24 EUR
	704.005.956.126	30.04.2021	32.953,24 EUR
	704.005.975.759	26.02.2021	13.323,77 EUR
	704.005.975.759	20.05.2021	-852,97 EUR
	704.005.999.062	01.04.2021	12.072,14 EUR
	704.005.999.070	01.04.2021	8.887,64 EUR
	704.005.999.070	16.12.2021	-153,56 EUR
	704.006.146.292	08.03.2022	1.150,00 EUR
		Outstanding amount	**115.230,67 EUR**
		Total amount due	**115.230,67 EUR**

Please note:
If we do not receive your premium within the set period of time, we will initiate collection proceedings without further notice to recover the outstanding amounts in accordance with the statutory provisions. We would prefer to avoid instigating legal proceedings, which may be our next step. This would result in significant additional costs for you.

If you have made the payment in the meantime please disregard this letter.

Please contact us if you have any questions. We would be glad to help.

Kind regards

Ovaj prijevod se sastoji od
2 stranice / 5 listova
Broj ovjere: OV-EH-212/2025
Datum: 16. 6. 2025.

Ovjereni prijevod s engleskog jezika

(Podsjetnik)

Zurich Insurance plc German branch office P.O. Box 90 04 10 60444 Frankfurt am Main, Germany

EINSCHREIBEN
DIV Grupa d.o.o. za usluge
R.F. Mihanovica 9
1000 Zagreb
KROATIEN

ZURICH

Zurich Insurance plc
German branch office

Credit Lines

P.O. Box 90 04 10
60444 Frankfurt am Main, Germany

www.zurich.de

In the event of questions please contact:
Email: accounting-ktv@zurich.com

28.04.2022

2nd payment reminder for your premium
Customer no. 701.015.905.822

Dear Sir or Madam,

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Intended purpose	IBAN	Total amount
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	704.005.975.759	26.02.2021	13.323,77 EUR
	704.005.975.759	20.05.2021	-852,97 EUR
	704.005.999.062	01.04.2021	12.072,14 EUR
	704.005.999.070	01.04.2021	8.887,64 EUR
	704.005.999.070	16.12.2021	-153,56 EUR
	704.006.146.292	08.03.2022	1.150,00 EUR
		Outstanding amount	**115.230,67 EUR**
		Total amount due	**115.230,67 EUR**

ERNAL USE ONLY

Please note:
If we do not receive your premium within the set period of time, we will initiate collection proceedings without further notice to recover the outstanding amounts in accordance with the statutory provisions. We would prefer to avoid instigating legal proceedings, which may be our next step. This would result in significant additional costs for you.

If you have made the payment in the meantime please disregard this letter.

Please contact us if you have any questions. We would be glad to help.

Kind regards

Broj ovjere: OV-EH-212/2025
Datum: 16. 6. 2025.

/logotip/

Zurich Insurance plc
Njemačka podružnica

Zurich Insurance plc Njemačka podružnica p. p. 90 04 10 60444 Frankfurt na Majni, Njemačka

PREPORUČENOM POŠTOM
DIV Grupa d.o.o. za usluge
R. F. Mihanovića 9
1000 Zagreb
HRVATSKA

Kreditne linije

P. P. 90 04 10
60444 Frankfurt na Majni,
Njemačka

www.zurich.de

Ako imate pitanja, molimo vas da se obratite:
Adresa elektroničke pošte: accounting-ktv@zurich.com

28. 4. 2022.

2. podsjetnik na plaćanje vaše premije
Br. klijenta **701.015.905.822**

Poštovani,

do danas nismo zaprimili nikakva plaćanja dugovanih premija vašeg osiguranja. Ovo je naš **posljednji** zahtjev da nepodmireni iznos platite u roku od **dva tjedna** od primitka ovog pisma.

Molimo vas da prilikom prijenosa sredstava upotrebljavate sljedeće reference kako bi vaše plaćanje bilo ispravno dodijeljeno vašem računu. Nepodmirena dospjela dugovanja više nije moguće podmiriti izravnim terećenjem unutar SEPA-e.

Svrha	IBAN	Ukupni iznos
701.015.905.822	DE11 5007 0010 0093 7789 02	**115.230,67 EUR**

Sastav nepodmirenog iznosa vidljiv je iz pregleda u nastavku.

Br. računa	Br. jamstvene linije	Datum dospijeća	Iznos
	704.005.920.920	16. 4. 2021.	20.787,88 EUR
	704.005.921.284	30. 4. 2021.	18.576,29 EUR
	704.005.921.306	16. 4. 2021.	8.486,24 EUR
	704.005.956.126	30. 4. 2021.	32.953,24 EUR
	704.005.975.759	26. 2. 2021.	13.323,77 EUR
	704.005.975.759	20. 5. 2021.	-852,97 EUR
	704.005.999.062	1. 4. 2021.	12.072,14 EUR
	704.005.999.070	1. 4. 2021.	8.887,64 EUR
	704.005.999.070	16. 12. 2021.	-153,56 EUR
	704.006.146.292	8. 3. 2022.	1.150,00 EUR
		Nepodmireni iznos	**115.230,67 EUR**
		Ukupni dugovani iznos	**115.230,67 EUR**

Bankovni podaci: Deutsche Bank AG, Frankfurt na Majni, IBAN: DE11 5007 0010 0093 7789 07, BIC: DFUTDEFFXXX
Zurich Insurance plc Njemačka podružnica
Predsjednik upravnog odbora: George Quinn
Sjedište podružnice: Frankfurt na Majni (registarski broj HRB 88353), Solmsstr. 27-37, 60486 Frankfurt na Majni, Njemačka
Pravni oblik: dioničko društvo (dioničko društvo prema irskom pravu),
Sjedište: Dublin (Irska) Registracijski broj pri Uredu za registraciju društava (odgovara njemačkom registarskom sudu): 13460,
PDV br. DE815195011 Br. poreza na osiguranje 9116 807 02022
Zastupnik društva: Patrick Manley (izvršni direktor)

SAMO ZA INTERNU UPORABU

Napomena:
Ne primimo li vašu premiju u utvrđenom roku, pokrenut ćemo postupak naplate bez daljnje obavijesti, s ciljem povrata nepodmirenih iznosa u skladu sa zakonskim odredbama. Voljeli bismo izbjeći pokretanje sudskog postupka, što može biti naš idući korak. To bi dovelo do znatnih dodatnih troškova za vas.

Ako ste u međuvremenu izvršili plaćanje, molimo vas da zanemarite ovo pismo.

Slobodno nam se obratite ako imate bilo kakvih pitanja. Rado ćemo vam pomoći.

Srdačan pozdrav

SAMO ZA INTERNU UPORABU

*Ja, **Ivana Šušnjar Pleteš** iz Zagreba, stalni sudski tumač za engleski i francuski jezik, ponovno imenovana rješenjem predsjednika Županijskog suda u Zagrebu 11. listopada 2021., broj: 4 su-1314/2021, potvrđujem da gornji prijevod potpuno odgovara izvorniku sastavljenom na engleskom jeziku.*

U Zagrebu 16. 6. 2025.
Br. ovjere: OV-EH-212/2025

Prilog 11.

Obrazac broj 3 – prijava tražbine u predstečajnom postupku

ODVJETNIK BORNA DEJANOVIĆ
ULICA IVANA LUČIĆA 2A/19
10000 ZAGREB

AR

R RG 58 209 939 6 HR

Masa:
999g

30 0700 8

Zagreb
17.06.25
20:19:54
10000

4.52

HP Hrvatska

FINANCIJSKA AGENCIJA
ODSJEK ZA PRIJEM, EVIDENTIRANJE
I POHRANU OSNOVA ZA PLAĆANJE
ZAGREB 1

20 -06- 2025

PREDSTEČAJNE NAGODBE
PRIMANJE I OTPREMA POŠTE
KLASA:

FINANCIJSKA AGENCIJA
RC ZAGREB