

Broj ugovora: 7510012206
Račun i partija: 3401500-7510012206
MBK: 029239

Agreement no.: 7510012206
Individual loan account number: 3401500-
7510012206
Client's ID number: 029239

**DODATAK II. UGOVORU O DUGOROČNOM DEVIZNOM
KREDITU**

**ANNEX II
TO THE LONG-TERM FOREIGN CURRENCY LOAN
AGREEMENT**

zaključuju:

concluded between:

KREDITOR: PRIVREDNA BANKA ZAGREB –
DIONIČKO DRUŠTVO Zagreb (Grad
Zagreb), Radnička cesta 50, OIB:
02535697732

LENDER: PRIVREDNA BANKA ZAGREB –
DIONIČKO DRUŠTVO Zagreb (City of
Zagreb), Radnička cesta 50, OIB (Tax ID
No.): 02535697732

and

KORISNIK KREDITA: AZURNA UVALA d.o.o. za turizam,
Stomorska (Općina Šolta), Sv.
Nikole 111, OIB: 70111775844, koju
zastupa g. Heros Miltiadous,
predsjednik Uprave.

BORROWER: AZURNA UVALA d.o.o. za turizam,
Stomorska (Municipality of
Šolta), Sv. Nikole 111, OIB (Tax
ID No.): 70111775844,
represented by Mr. Heros
Miltiadous,
President of the Management
Board

Članak 1.

Article 1

Ugovorne strane suglasno utvrđuju da su dana 28.01.2013. godine zaključile Ugovor o dugoročnom deviznom kreditu broj 7510012206 (dalje u tekstu: Osnovni ugovor) kojim Ugovorom je Kreditor odobrio Korisniku kredita kredit u iznosu glavnice od 9.514.096,83 EUR (slovima: devetmilijunapetstoće-trnaesttisućadevedesetšest eura i osamdesettri centa), a stanje glavnice kredita na dan 30.06.2015.g. iznosilo je 7.994.096,83 EUR (slovima: sedammilijuna-devetstodevedesetčetritisućadevedesetšest eura i osamdesettri centa), uvećano za kamate, naknade i druge troškove.

Ugovorne strane suglasno utvrđuju da su dana 24.07.2015. godine zaključile Dodatak I. Ugovoru o dugoročnom deviznom kreditu broj 7510012206 (dalje u tekstu: Dodatak I.), kojim Dodatkom I. su suglasno mijenjane odredbe Osnovnog ugovora u kojima su regulirani rok otplate glavnice kredita i visina redovne kamatne stope, tako da je Korisnik kredita dužan glavicu kredita otplatiti u tri rate koje dopijevaju kako slijedi:

- 31.12.2017.g. u iznosu od 500.000,00 EUR;
- 31.03.2018.g. u iznosu od 500.000,00 EUR;
- 30.06.2018.g. u iznosu od 6.994.096,83 EUR.

Krajnji rok otplate glavnice kredita je 30.06.2018.g.

The parties hereto agree that on 28 January 2013 they entered into the Long-term Foreign Currency Loan Agreement no. 7510012206 (hereinafter: the Original Agreement), under which the Lender approved to the Borrower a loan with the principal of EUR 9,514,096.83 (in letters:

ninemillionfivehundredfourteenthousandninetysix euros and eightythree cents), while the balance of the loan principal as at 30 June 2015 amounted to EUR 7,994,096.83 (in letters:

sevenmillionninehundredninetyfourthousandninetysix euros and eightythree cents), increased by interest, fees and other charges.

The parties hereto agree that on 24 July 2015 they concluded the Annex I to the Long-term Foreign Currency Loan Agreement no. 7510012206 (hereinafter: Annex I), under which Annex I the provisions of the Original Agreement relating to the repayment term of the loan principal and regular interest rate were amended, so that the Borrower should repay the loan principal in three instalments falling due as follows:

- EUR 500,000.00 on 31 December 2017,
- EUR 500,000.00 on 31 March 2018, and
- EUR 6,994,096.83 on 30 June 2018.

The final date for the repayment of the loan principal shall

Članak 2.

Ugovorne strane suglasno utvrđuju da preostali neotplaćeni iznos glavnice kredita po ovom kreditu na dan 26.01.2018.g. iznosi 7.494.096,83 EUR (slovima: sedam milijuna četrstodevedesetčetiristisućedevedeset-šest eura i osamdesettri centa).

Ugovorne strane ovim Dodatkom II. Osnovnom ugovoru (dalje u tekstu: Dodatak II.) suglasno mijenjaju rok otplate prethodno utvrđenog neotplaćenog iznosa glavnice kredita, radi čega mijenjaju članak 5. Osnovnog ugovora tako da glasi:

"5. ROK I UVJETI OTPLATE: Korisnik kredita dužan je glavnice kredita oplatiti Kreditoru u dvije rate koje dospijevaju u iznosima kako slijedi:

- 30.09.2018.g. u iznosu od 500.000,00 EUR;
- 31.12.2019.g. u iznosu od 6.994.096,83 EUR.

Krajnji rok otplate glavnice kredita je 31.12.2019.g."

Članak 3.

Kao osiguranje naplate svih tražbina proizašlih iz Osnovnog ugovora, Dodatka I. i ovog Dodatka II. zajedno s pripadajućim kamatama, naknadama i drugim troškovima, ugovorne strane ugovaraju slijedeće dodatne instrumente osiguranja koje je Korisnik kredita obvezan dostaviti Kreditoru bez odgode:

- 2 (dvije) blanco akceptirane vlastite mjenice Korisnika kredita s klauzulom "bez protesta", uz mjenično očitovanje ovjereno kod javnog bilježnika;
- 1 (jednu) zadužnicu Korisnika kredita, solemniziranu kod javnog bilježnika, u skladu s odredbama Ovršnog zakona;
- novo Pismo podrške vlasnika Korisnika kredita, u formi i sadržaju prihvatljivom za Kreditora.

Kao osiguranje naplate svih tražbina proizašlih iz Osnovnog ugovora, Dodatka I. i ovog Dodatka II. zajedno s pripadajućim kamatama, naknadama i drugim troškovima, uz već ranije ugovorene instrumente osiguranja ugovorne strane suglasne su da će i dalje služiti već provedena uknjižba ovršnog založnog prava u korist Kreditora na nekretninama u vlasništvu AZURNA UVALA d.o.o. za turizam, Stomorska (Općina Šolta), Sv. Nikole 111, OIB 70111775844 i to na nekretninama prema popisu iz Priloga 1. Osnovnom ugovoru, koje nekretnine su opisane u Općem sporazumu o osiguranju stjecanjem založnog prava i neposrednom provođenju prisilne ovrhe koji je sklopljen između ugovornih strana dana 21.02.2013.g. i solemniziran kod javnog bilježnika Ive Dujmović iz Zagreba, Jurišićeva 21/1 pod poslovnim brojem OV-942/2013 (dalje u tekstu: Nekretnine).

be 30 June 2018.

Article 2

The parties hereto agree that the remaining outstanding amount of the loan principal under this loan as at 26 January 2018 amounted to EUR 7,494,096.83 (in letters: sevenmillionfourhundredninetyninefourthousandninetysix euros and eightythree cents).

By this Annex II to the Original Agreement (hereinafter: Annex II) the parties hereto agree to amend the repayment term of the above identified outstanding amount of the loan principal, and therefore amend Article 5 of the Original Agreement to read as follows:

"5. REPAYMENT TERM AND CONDITIONS: The Borrower shall repay the loan principal to the Lender in two instalments falling due as follows:

- EUR 500,000.00 on 30 September 2018;
- EUR 6,994,096.83 on 31 December 2019.

The final date for the repayment of the loan principal shall be 31 December 2019".

Article 3

As security for the recovery of all the claims arising under the Original Agreement, Annex I and this Annex II, together with the related interest, fees and other charges, the parties hereto hereby agree additional collateral which the Borrower shall immediately submit to the Lender:

- 2 (two) blank accepted promissory notes "with no protest" of the Borrower, with the notarised P/N statement
- 1 (one) debenture of the Borrower with the content authenticated by the notary public (solemnised) in accordance with the provisions of the Enforcement Act;
- new Letter of Comfort of the owner of the Borrower in the form and substance acceptable to the Lender.

Along with the previously agreed collateral serving as security for the recovery of all the claims arising under the Original Agreement, Annex I and this Annex II, together with the related interest, fees and other charges, the parties hereto agree that the enforcement lien previously registered in favour of the Lender on the real estate properties of AZURNA UVALA d.o.o. za turizam, Stomorska, Municipality of Šolta, Sv. Nikole 111, OIB 70111775844, as listed in Appendix 1 to the Original Agreement and described in the General Mortgage and Direct Foreclosure Agreement entered into between the parties hereto on 21 February 2013, the content of which was authenticated (solemnised) by the notary public Ms. Iva Dujmović, Zagreb, Jurišićeva 21/1 under ref. no. OV-942/2013 (hereinafter: Real Estate Properties), shall continue to serve as collateral.

This Annex II is concluded based on the General Mortgage and Direct Foreclosure Agreement, the content

Ovaj Dodatak II. sklapa se temeljem Općeg sporazuma o osiguranju stjecanjem založnog prava i neposrednom provođenju prisilne ovrhe koji je solemniziran kod javnog bilježnika Ive Dujmović iz Zagreba, Jurišićeva 21/1 pod poslovnim brojem **OV-942/2013** i Dodatka prvog Općem sporazumu o osiguranju stjecanjem založnog prava i neposrednom provođenju prisilne ovrhe koji je solemniziran kod javnog bilježnika Zrinke Milić-Štrkalj iz Splita, Domovinskog rata 27 b. pod poslovnim brojem **OV-1972/18**.

Založnim pravom koje je već provedeno na Općinskom sudu u Splitu Rješenjem pod poslovnim brojem Z-2454/13 od dana 12.03.2013. godine u korist Kreditora na Nekretninama osiguravaju se sve tražbine koje Kreditor ima ili će ih imati prema Korisniku kredita do iznosa kunske protuvrijednosti od 12.000.000,00 EUR po prodajnom tečaju Privredne banke Zagreb d.d. na dan plaćanja, a koje dospijevaju najkasnije do 30.06.2020. godine, a koje osiguranje služi i za osiguranje svih tražbina Kreditora temeljem Osnovnog ugovora, Dodatka I. i ovog Dodatka II.

Troškove provođenja osiguranja kao i javnobilježničke i sve druge troškove snosi Korisnik kredita.

Članak 4.

Ugovorne strane suglasno konstatiraju da su upoznate s mogućnošću promjene vlasništva suvlasničkog dijela od 21/30 i na njemu upisanog založnog prava u korist Kreditora, i to u dijelu 12/30, a koji suvlasnički dio od 21/30 je u vlasništvu AZURNA UVALA d.o.o. za turizam, Stomorska (Općina Šolta), Sv. Nikole 111, OIB 70111775844 na nekretnini upisanoj u z.k. ul. 1836 katastarska općina Gornje Selo kod Općinskog suda u Splitu, Zemljišnoknjižni odjel Split, k.č. br. 1789, u naravi šuma Livka površine 13563m².

Sve dok Kreditor ima bilo koju tražbinu prema Korisniku kredita temeljem Osnovnog ugovora, Dodatka I. i ovog Dodatka II. Korisnik kredita se obvezuje bez odgode dozvoliti uknjižbu založnog prava u korist Kreditora na bilo kojem suvlasničkom dijelu nekretnine k.č. br. 1789 – šuma Livka površine 13563m² upisano u z.k. ul. 1836 katastarska općina Gornje Selo kod Općinskog suda u Splitu, Zemljišnoknjižni odjel Split u njegovom vlasništvu, radi osiguranja naplate tih tražbina, kada se ispune uvjeti za upis hipoteke u korist Kreditora.

Članak 5.

Korisnik kredita se obvezuje platiti Kreditoru naknadu za odobrenje prolongata u visini ukupno 0,25% (od sto), jednokratno unaprijed na ukupan iznos kredita, dok se oslobađa naknade za obradu zahtjeva.

of which was authenticated (solemnised) by the notary public Ms. Iva Dujmović, Zagreb, Jurišićeva 21/1 under ref. no. **OV-942/2013** and the Annex I to the General Mortgage and Direct Foreclosure Agreement, the content of which was authenticated (solemnised) by the notary public Zrinke Milić-Štrkalj from Split, Domovinskog rata 27 b. under ref. no. **OV-1972/18**.

The mortgage which has already been registered with the Municipal Court in Split under the Decision (ref. no. Z-2454/13) of 12 March 2013 in favour of the Lender on the Real Estate Properties shall serve as collateral for all the claims that the Lender has or shall have against the Borrower up to the kuna equivalent of EUR 12,000,000.00 at the selling rate of Privredna banka Zagreb d.d. effective on the payment date, which claims shall fall due by no later than 30 June 2020, and which collateral shall also serve as the collateral for all the claims of the Lender under the Original Agreement, Annex I and this Annex II.

The expenses relating to the registration of collateral, as well as notary public and any other costs shall be borne by the Borrower.

Article 4

The parties hereto agree that they have knowledge of a potential change in ownership of the co-ownership share of 21/30 and the mortgage registered thereon in favour of the Lender, in the part relating to the 12/30 co-ownership share, which co-ownership share of 21/30 of the real estate registered in the land registry file no. 1836, cadastral municipality of Gornje Selo with the Municipal Court in Split, land registry office of Split, cadastral plot no. 1789, consisting of the Livka forest of the surface area of 13563m², is owned by AZURNA UVALA d.o.o. za turizam, Stomorska (Municipality of Šolta), Sv. Nikole 111, OIB (Tax ID No. 70111775844).

As long as the Lender shall have any claims against the Borrower under the Original Agreement, Annex I and this Annex II, the Borrower undertakes to allow without delay the registration of the mortgage in favour of the Lender on any co-ownership share of the real estate, cadastral plot no. 1789 – Livka forest of the surface area of 13563m², registered in the land registry file no. 1836, cadastral municipality of Gornje Selo with the Municipal Court in Split, land registry office of Split, in its ownership, for the purpose of securing the collection of these claims, when the conditions for the registration of the mortgage in favour of the Lender shall be met.

Article 5

The Borrower undertakes to pay to the Lender an extension fee of 0.25% (of one hundred) one-off up front on the total amount of the loan, while it shall be exempt from the application processing fee.

Članak 6.

Sve ostale odredbe i uvjeti iz Osnovnog ugovora i Dodatka I. koji se nisu mijenjali ovim Dodatkom II. ostaju i dalje na snazi, uključivo i instrumenti osiguranja koji služe za naplatu tražbina temeljem Osnovnog ugovora, Dodatka I. te ovog Dodatka II., kao i svih ostalih eventualnih dodataka Osnovnom ugovoru.

Članak 7.

Ovaj Dodatak II. smatra se potpisanim/zaključenim danom kad ga ovlaštene osobe svih ugovornih strana potpišu, a koji dan (datum) će biti naveden ispod potpisa svake ugovorne strane. U slučaju da su ugovorne strane potpisale Dodatak II. na različite datume, Dodatak II. se smatra zaključenim danom (datumom) kasnijeg potpisa.


Članak 8.


Ovaj Dodatak II. sastavljen je u 4 (slovima: četiri) istovjetna i jednakovaljana primjerka, od kojih Korisnik kredita zadržava jedan, dok Kreditor zadržava sve ostale primjerke.

Ovaj Dodatak II. izrađen je na hrvatskom jeziku i preveden na engleski jezik. U slučaju neslaganja, važeći je tekst na hrvatskom jeziku.

U Zagrebu,

ZA KREDITORA/FOR THE LENDER:


Tomislav Novčić
direktor/
Director


Dražen Vrbetić
izvršni direktor/
Executive director

(po ovlaštenju Uprave Banke broj UB_1_18/8.2 od 23.01.2018.g./by authorisation under the Bank's Management Board Decision no. UB_1_18/8.2 of 23 January 2018)

Datum potpisa / Signed on (date):


21.02.2018

Article 6

All other provisions and the terms and conditions of the Original Agreement and the Annex I, not amended herein, shall remain in full force and effect, including the collateral serving for the recovery of claims under the Original Agreement, Annex I and this Annex II, as well as all other annexes, if any, to the Original Agreement.

Article 7

This Annex II shall be deemed signed/concluded on the day of its signing by the authorised persons of all parties hereto, which is the day (date) that shall be indicated below the signature of each party hereto. If the Annex II is signed on different dates by the parties, the Annex II shall be deemed concluded on the last date signed.

Article 8

The present Annex II shall be drawn up in 4 (in letters: four) equally valid copies, of which one shall be retained by the Borrower and all the remaining copies shall be retained by the Lender.

This Annex II is made in the Croatian language and translated into English. In case of any discrepancies, the Croatian version shall prevail.

In Zagreb,

ZA KORISNIKA KREDITA/FOR THE BORROWER:


Heros Miltiadous

predsjednik Uprave/President of the Management Board

AZURNA UVALA d.o.o.
Stomorska, Sv. Nikole 111
Otok Šolta
MBS: 060204922

Datum potpisa / Signed on (date): 21.02.2018