

Obrazac 16.

Stečajnom upravitelju: Ivo Žiža

Adresa: Ludbreg, Vinogradi Ludbreški 53

Poslovni broj spisa: St-1534/2021, Trgovački sud u Zagrebu

I. PRIJAVA TRAŽBINE U STEČAJNOM POSTUPKU

PODACI O VJEROVNIKU:

Ime i prezime / tvrtka ili naziv: EUROBRIDGE MEDICAL INNOVATION Kft.

OIB: 03184106793

Adresa / sjedište: Mađarska, 1027 Budimpešta, Ganz utca 6. 3. em. 7.

PODACI O DUŽNIKU:

Ime i prezime / tvrtka ili naziv: ADRIATIQ ISLANDS GROUP dioničko društvo za turizam i usluge u stečaju

OIB: 08214831145

Adresa / sjedište: Zagreb, Martićeva ulica 6

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)

Sporazum o ustupanju tražbine između PORT INVESTMENT COMPANY LIMITED i EUROBRIDGE MEDICAL INNOVATION Kft. od dana 04.05.2020. godine

Iznos tražbine: 337.311.368,67 (kn)

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

1) **Sporazum o ustupanju tražbine između PORT INVESTMENT COMPANY LIMITED i EUROBRIDGE MEDICAL INNOVATION Kft. od dana 04.05.2020. godine, s ovjerenim prijevodom (u prilogu)**

2) **Sporazum između EUROBRIDGE MEDICAL INNOVATION Kft. i ADRIATIQ ISLANDS GROUP d.d. od dana 26.02.2021. godine (u prilogu)**

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

Naziv ovršne isprave

II. OBAVIJEST O RAZLUČNOM PRAVU:

Pravna osnova razlučnog prava

Dio imovine na koji se odnosi razlučno pravo (predmet razlučnog prava)

Iznos tražbine osigurane razlučnim pravom _____ (kn)

Ako razlučni vjerovnik koji je i osobni vjerovnik dužnika prijavljuje i tražbinu kao stečajni vjerovnika dužan je naznačiti dio imovine stečajnoga dužnika na koji se odnosi njegovo razlučno pravo i iznos do kojega njegova tražbina predvidivo neće biti namirena tim razlučnim pravom.

III. OBAVIJEST O IZLUČNOM PRAVU:

Pravna osnova izlučnog prava

Predmet izlučnog prava

Naznaka postojanja prava iz članka 148. Stečajnog zakona

Mjesto i datum

Budimpešta, 13. listopada 2021.

Potpis vjerovnika



Tamás Vitézy, direktor
EUROBRIDGE MEDICAL
INNOVATION Kft.

Claim in GBP	Exchange rate 16.08.2021 GBP-HUF	Claim in HUF	Exchange rate 16.08.2021 HUF-HRK	Claim in HRK
38 265 251,21 GBP	413,78	15 833 395 645,67 HUF	46,94	337 311 368,67 HRK
Exchange rate: Hungarian National Bank				

Ovaj prijevod sastoji se od
5 stranica
Br.-Ov-56/21
Datum: 11. ožujka 2021.

OVJERENI PRIJEVOD S ENGLESKOG JEZIKA

- SPORAZUM O USTUPANJU -



[Handwritten signature]

SPORAZUM O USTUPANJU

Dana, 04.05.2020.

između

Port Investment Company Limited

iz Richmond House, St Julian's Avenue,
St Peter Port, Guernsey GY1 1GZ

(Ustupitelj)

i

Eurobridge Medical Innovation Kft

iz H-1027 Budimpešta, Ganz utca 6. III/7.

(Primatelj)

OVAJ SPORAZUM O USTUPANJU je sklopljen 04.05.2020.

IZMEĐU

- (1) **Port Investment Company Limited iz Richmond House, St Julian's Avenue, St Peter Port, Guernsey GY1 1GZ** (Ustupitelj); i
- (2) **Eurobridge Medical Innovation Kft iz H-1027 Budimpešte, Ganz utca 6. 111/7.** (Primatelj).

Preambula:

1. Ustupitelj je posudio određene iznose određenim zajmoprimcima kako je navedeno u Prilogu (zajedno "**Zajmovi**") i obveza svakog zajmoprimca da plati Ustupitelju, zajedno "**Dugovi**").
2. Stranke sada žele ustupiti korist Zajma od Ustupitelja Primatelju.

Stranke su postigle sporazum o namirenju svojih gore navedenih prava i obveza i sada žele zabilježiti uvjete i dogovore svog sporazuma.

STOGA JE DOGOVORENO DA:

1. Ustup Zajma

- 1.1. Ustupitelj ovim ustupljuje korist od Zajmova Primatelju.
- 1.2. Radi izbjegavanja svake sumnje:
 121. Zajmoprimac je dužan platiti sve Dugove Primatelju; i
 122. Zajmoprimac više nije dužan platiti bilo koje Dugove Ustupitelju.
- 1.3. Primatelj će obavijestiti Zajmoprimca o ustupanju Dugova.

2. Likvidacija Ustupitelja

- 2.1. Primatelj potvrđuje i slaže se da će Ustupitelj uskoro biti likvidiran i, nakon likvidacije, Ustupitelj neće moći pružiti nikakvu daljnju pomoć u izvršavanju ustupa predviđenog ovim sporazumom ili u naplati Zajmova.

3. Izbor prava i nadležnosti

- 3.1. Stranke se neopozivo slažu da će sudovi u Guernseyu biti isključivo nadležni za rješavanje bilo kakvih sporova ili zahtjeva koji proizlaze iz ili su u vezi s ovim sporazumom ili njegovim predmetom.

4. Neovisni savjet

- 4.1. Stranke potvrđuju da su prije potpisivanja ovog sporazuma dobile neovisne pravne i porezne savjete ili su slobodno odlučile da to neće učiniti.

5. Zabrana mita i korupcije

- 5.1. Stranke potvrđuju da nikada nisu bile umiješane u bilo kakav oblik mita ili korupcije. Mito, korupcija i pranje novca neodvojivo su povezani. Kao i kod ostalih teških kaznenih djela,

/osobni potpis nečitak/

kaznena djela mita i korupcije su općenito počinjeni u svrhu pribavljanja privatne dobiti. Stranke su u potpunosti posvećene svom poslovanju u svakom trenutku na etičan i pošten način i pridržavat će se Zakona o sprječavanju korupcije (područje Bailiwick Guernsey) iz 2003. godine i izvanteritorijalnog dosega Zakona o podmićivanju Ujedinjenog Kraljevstva iz 2010. godine koji je stupio na snagu 1. srpnja 2011.

6. Zabrana pranja novca

- 6.1. Stranke potvrđuju da nikada nisu bile osuđene za kazneno djelo (uključujući porezna kaznena djela) bilo gdje u svijetu te su u potpunosti predane poštivanju relevantnih akata koji se odnose na pranje novca ili financiranje terorizma, a koji se povremeno mogu donijeti na području Bailiwick Guernsey, kao što je Zakon o kaznenom pravosuđu (prihod od kriminala) (Bailiwick Guernsey), 1999. s izmjenama i dopunama, Zakon o trgovini drogom (Bailiwick Guernsey), 2000. s izmjenama i dopunama, Zakon o terorizmu i kriminalu (Bailiwick Guernsey), 2002. s izmjenama i dopunama, i Zakon o otkrivanju podataka Bailiwick Guernsey), 2007.

7. Cijeli sporazum

- 7.1. Ovaj sporazum predstavlja cjelokupni sporazum između stranaka koje priznaju da nijedna stranka nije dala ili dala bilo kakva jamstva ili izjave ili obećanja ili zakletve drugoj stranci ili se bilo koja stranka na njih oslanjala prilikom sklapanja ovog sporazuma, osim u mjeri zabilježenoj u ovaj sporazum.
- 7.2. Nijedna izmjena ovog sporazuma neće biti valjana, osim ako ne bude napravljeno pismeno i i ako ne bude potpisana od strane ili u ime stranaka.
- 7.3. Ovaj se sporazum može biti potpisan u bilo kojem broju primjeraka, i svaka ugovorna stranka se potpisuje na zasebnim primjerku, što zajedno čini jedan sporazum. Svaka stranka može sklopiti ovaj sporazum potpisivanjem bilo kojeg takvog primjerka.

Potpisano

Za i u ime Port Investment Company Limited
(Ustupitelj)

/osobni potpis nečitak/
Kelly Roger (7. svibanj 2020.)
Ovlašteni potpisnik

/osobni potpis nečitak/
Henry Smith (7. svibanj 2020.)
Ovlašteni potpisnik

Za i u ime Eurobridge Medical Innovation Kft
(Primatelj)

/osobni potpis nečitak/
Ovlašteni potpisnik

PRILOG

Zajmovi

Zajmodavac	Zajmoprimac	Iznos zajma
Ustupitelj	Adriatic Islands Group DD	£44,806,873.65
Ustupitelj	Dalmacia Holiday Kft	EUR255,233.00
Ustupitelj	Dalmacia Holiday Kft	HUF365,806.00
Ustupitelj	Dalmacia Holiday Kft	US\$1,163,073.50
Ustupitelj	Laszlo Kerekes	US\$191,314.27
Ustupitelj	Laszlo Kerekes	EUR265,352.61
Ustupitelj	Eva Kerekes-Merk	US\$30,399.46

Gore navedene bilance zajmova prikazane su na dan 31. kolovoza 2019. godine, na dan posljednjeg potpisanog financijskog izvještaja.

Ustupitelj	Ametist Property Management DOO	KN36,274,500
Ustupitelj	Adriatic Islands Group DD	HUF200,000,000

/osobni potpis nečitak/

200507 Rezolucija o ponovnom odobravanju Sporazuma o ustupanju za EMI Kft

Završno revizorsko
izvješće

2020-05-07

Kreirano	2020-05-07
Od strane:	Nita Smith
Status:	(nita.smith@richmondgroup.uk.com) Potpisano
ID transakcije:	CBJCHBCAABAA-Fm7YW4V4DknJnhhOFE8WNDzVavRJY42

Kronološki prikaz "200507 Rezolucije o ponovnom odobravanju Sporazuma o ustupanju za EMI Kft"

Nita Smith je kreirala dokument (nita.smith@richmondgroup.uk.com)
2020-05-07 - 1:58:49 PM GMT - IP adresa: 195.226.143.12

Dokument je poslan e-mailom to Kelly Roger (kelly.roger@richmondgroup.uk.com) radi potpisa
2020-05-07 - 1:59:55 PM GMT

Kelly Roger je vidjela e-mail (kelly.roger@richmondgroup.uk.com)
2020-05-07 - 2:21:49 PM GMT - IP adresa: 88.81.135.220

Kelly Roger je elektronički potpisala dokument (kelly.roger@richmondgroup.uk.com)
Datum potpisa 2020-05-07 - 2:23:05 PM GMT - Pokazatelj vremena: server- IP adresa: 88.81.135.220

Dokument je poslan e-mailom Henry Smith (henry.smith@richmondgroup.uk.com) for signature
2020-05-07 - 2:23:07 PM GMT

Henry Smith je vidio e-mail (henry.smith@richmondgroup.uk.com)
2020-05-07 - 2:59:40 PM GMT - IP adresa: 195.226.143.12

Henry Smith je elektronički potpisao dokument (henry.smith@richmondgroup.uk.com)
Datum potpisa 2020-05-07 - 3:00:06 PM GMT - Pokazatelj vremena: server- IP adresa: 195.226.143.12

Potpisani dokument je e-mailom poslanu Henryju Smithu (henry.smith@richmondgroup.uk.com),
Kelly Roger (kelly.roger@richmondgroup.uk.com) i Niti Smith (nita.smith@richmondgroup.uk.com)
2020-05-07 - 3:00:06 PM GMT

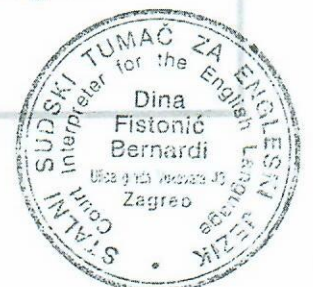
Ja, Dina Fistončić Bernardi, mag. iur. iz Zagreba, Ulica grada Vukovara 43, stalni sudski tumač za engleski jezik, ponovno imenovana rješenjem predsjednika Županijskog suda u Zagrebu broj 4 Su-271/17 od 1. ožujka 2017. godine potvrđujem da gornji prijevod potpuno odgovara izvorniku sastavljenom na engleskom jeziku.

Broj 56/21

Zagreb, 11. ožujka 2021. godine

Dina Fistončić Bernardi, mag. iur.

Richmond
Adobe Sign



Dina Fistončić Bernardi

DEED OF ASSIGNMENT

Dated 04.05.2020

Between

Port Investment Company Limited
of Richmond House, St Julian's Avenue,
St Peter Port, Guernsey GY1 1GZ

(the Assignor)

and

Eurobridge Medical Innovation Kft
of H-1027 Budapest, Ganz utca 6. III/7.

(the Assignee)

THIS DEED OF ASSIGNMENT is made on 04.05.2020

BETWEEN

- (1) Port Investment Company Limited of Richmond House, St Julian's Avenue, St Peter Port, Guernsey GY1 1GZ (the Assignor); and
- (2) Eurobridge Medical Innovation Kft of H-1027 Budapest, Ganz utca 6. III/7. (the Assignee).

Preamble:

1. The Assignor has lent certain sums to certain borrowers as set out in the Schedule (together the "Loans" and the obligation of each borrower to pay the Assignor, together the "Debts").
2. The parties are now desirous to assign the benefit of the Loan from the Assignor to the Assignee.

The parties have reached an agreement as to the settlement of their respective rights and obligations set out above, and now wish to record the terms and conditions of their agreement.

NOW THEREFORE IT IS AGREED THAT:

1. Assignment of Loan

- 1.1. The Assignor hereby assign the benefit of the Loans to the Assignee.
- 1.2. For the avoidance of doubt:
 - 1.2.1. each of the Debts shall be owed by the Borrower to the Assignee; and
 - 1.2.2. each of the Debts shall no longer be due from the Borrower to the Assignor.
- 1.3. The Assignee shall notify the Borrower of the assignment of the Debts.

2. Liquidation of Assignor

- 2.1. The Assignee acknowledges and agrees that the Assignor shall shortly be liquidated and, following the liquidation, the Assignor shall not be able to give any further assistance in respect of effecting the assignment contemplated by this agreement or in enforcing the Loans.

3. Choice of Law and Jurisdiction

- 3.1. The parties irrevocably agree that the courts of Guernsey shall have exclusive jurisdiction to set any dispute or claim that arises out of or in connection with this agreement or its subject matter.

4. Independent Advice

- 4.1. The parties confirm either that they have taken independent legal and tax advice prior to executing this agreement or have freely decided not to do so.

5. Anti-Bribery and Corruption

- 5.1. The parties confirm that have never been involved in any bribery or corruption. Bribery, corruption and money laundering are intrinsically linked. As with other serious crimes, bribery



and corruption offences are generally committed for the purpose of obtaining private gain. The parties are fully committed to conducting all of their business in an ethical and honest manner at all times and will adhere to The Prevention of Corruption (Baillwick of Guernsey) Law, 2003 and the extra-territorial reach of the UK Bribery Act 2010, which came into force on 1 July 2011.

6. Anti-Money Laundering

6.1. The parties confirm that they have never been convicted of a criminal offence (including tax) anywhere in the world and are fully committed to adhering to relevant enactments relating to money laundering or terrorist financing as may be enacted from time to time in the Bailiwick of Guernsey such as The Criminal Justice (Proceeds of Crime) (Bailiwick of Guernsey) Law, 1999 as amended, The Drug Trafficking (Bailiwick of Guernsey) Law, 2000 as amended, The Terrorism and Crime (Bailiwick of Guernsey) Law, 2002 as amended, and The Disclosure (Bailiwick of Guernsey) Law, 2007.

7. Whole Agreement


7.1. This agreement constitutes the entire contract between the parties, who acknowledge that no warranties or representations or promises or undertakings have been given or made by any party to another, or relied upon by any party when entering into this agreement, save to the extent recorded in this agreement.

7.2. No variation of this agreement shall be valid unless reduced to writing and signed by or on behalf of all the parties.


7.3. This agreement may be executed in any number of counterparts, and by each party hereto on separate counterparts, which shall together constitute one agreement. Any party may enter into this agreement by signing any such counterpart.

Signed

**For and on behalf of Port Investment Company Limited
(the Assignor)**


.....
Kelly Roger (May 7, 2020)

Authorised Signatory


.....
Henry Smith (May 7, 2020)

Authorised Signatory

**For and on behalf of Eurobridge Medical Innovation Kft
(the Assignee)**


.....
Authorised Signatory

SCHEDULE

Loans

Lender	Borrower	Amount Lent
The Assignor	Adriatic Islands Group DD	£44,806,873.65
The Assignor	Dalmacia Holiday Kft	EUR255,233.00
The Assignor	Dalmacia Holiday Kft	HUF365,806.00
The Assignor	Dalmacia Holiday Kft	US\$1,163,073.50
The Assignor	Laszlo Kerekes	US\$191,314.27
The Assignor	Laszlo Kerekes	EUR265,352.61
The Assignor	Eva Kerekes – Merk	US\$30,399.46

Loan balances above are shown as at 31st August 2019 being the date of the last signed Financial Statements.

The Assignor	Ametist Property Management DOO	KN36,274,500
The Assignor	Adriatic Islands Group DD	HUF200,000,000









200507 Resolution re approval of Deed of Assignments to EMI Kft

Final Audit Report

2020-05-07

Created:	2020-05-07
By:	Nita Smith (nita.smith@richmondgroup.uk.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-Fm7YW4V4DknJnhhOIE8WNDzVavRJY42

"200507 Resolution re approval of Deed of Assignments to EMI Kft" History

-  Document created by Nita Smith (nita.smith@richmondgroup.uk.com)
2020-05-07 - 1:58:49 PM GMT- IP address: 195.226.143.12
-  Document emailed to Kelly Roger (kelly.roger@richmondgroup.uk.com) for signature
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-  Signed document emailed to Henry Smith (henry.smith@richmondgroup.uk.com), Kelly Roger (kelly.roger@richmondgroup.uk.com) and Nita Smith (nita.smith@richmondgroup.uk.com)
2020-05-07 - 3:00:06 PM GMT



SYNTAX
TRANSLATION AGENCY

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Ilica 1/A, 10000 Zagreb, Croatia
OIB 76300495739
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DEED OF ASSIGNMENT

Dated 04.05.2020

Between

Port Investment Company Limited
of Richmond House, St Julian's Avenue,
St Peter Port, Guernsey GY1 1GZ

(the Assignor)

and

Eurobridge Medical Innovation Kft
of H-1027 Budapest, Ganz utca 6. III/7.

(the Assignee)

THIS DEED OF ASSIGNMENT is made on 04.05.2020

BETWEEN

- (1) Port Investment Company Limited of Richmond House, St Julian's Avenue, St Peter Port, Guernsey GY1 1GZ (the Assignor); and
- (2) Eurobridge Medical Innovation Kft of H-1027 Budapest, Ganz utca 6. III/7. (the Assignee).

Preamble:

1. The Assignor has lent certain sums to certain borrowers as set out in the Schedule (together the "Loans" and the obligation of each borrower to pay the Assignor, together the "Debts").
2. The parties are now desirous to assign the benefit of the Loan from the Assignor to the Assignee.

The parties have reached an agreement as to the settlement of their respective rights and obligations set out above, and now wish to record the terms and conditions of their agreement.

NOW THEREFORE IT IS AGREED THAT:

1. Assignment of Loan

- 1.1. The Assignor hereby assign the benefit of the Loans to the Assignee.
- 1.2. For the avoidance of doubt:
 - 1.2.1. each of the Debts shall be owed by the Borrower to the Assignee; and
 - 1.2.2. each of the Debts shall no longer be due from the Borrower to the Assignor.
- 1.3. The Assignee shall notify the Borrower of the assignment of the Debts.

2. Liquidation of Assignor

- 2.1. The Assignee acknowledges and agrees that the Assignor shall shortly be liquidated and, following the liquidation, the Assignor shall not be able to give any further assistance in respect of effecting the assignment contemplated by this agreement or in enforcing the Loans.

3. Choice of Law and Jurisdiction

- 3.1. The parties irrevocably agree that the courts of Guernsey shall have exclusive jurisdiction to set any dispute or claim that arises out of or in connection with this agreement or its subject matter.

4. Independent Advice

- 4.1. The parties confirm either that they have taken independent legal and tax advice prior to executing this agreement or have freely decided not to do so.

5. Anti-Bribery and Corruption

- 5.1. The parties confirm that have never been involved in any bribery or corruption. Bribery, corruption and money laundering are intrinsically linked. As with other serious crimes, bribery

and corruption offences are generally committed for the purpose of obtaining private gain. The parties are fully committed to conducting all of their business in an ethical and honest manner at all times and will adhere to The Prevention of Corruption (Bailiwick of Guernsey) Law, 2003 and the extra-territorial reach of the UK Bribery Act 2010, which came into force on 1 July 2011.

6. Anti-Money Laundering

6.1. The parties confirm that they have never been convicted of a criminal offence (including tax) anywhere in the world and are fully committed to adhering to relevant enactments relating to money laundering or terrorist financing as may be enacted from time to time in the Bailiwick of Guernsey such as The Criminal Justice (Proceeds of Crime) (Bailiwick of Guernsey) Law, 1999 as amended, The Drug Trafficking (Bailiwick of Guernsey) Law, 2000 as amended, The Terrorism and Crime (Bailiwick of Guernsey) Law, 2002 as amended, and The Disclosure (Bailiwick of Guernsey) Law, 2007.

7. Whole Agreement

7.1. This agreement constitutes the entire contract between the parties, who acknowledge that no warranties or representations or promises or undertakings have been given or made by any party to another, or relied upon by any party when entering into this agreement, save to the extent recorded in this agreement.

7.2. No variation of this agreement shall be valid unless reduced to writing and signed by or on behalf of all the parties.

7.3. This agreement may be executed in any number of counterparts, and by each party hereto on separate counterparts, which shall together constitute one agreement. Any party may enter into this agreement by signing any such counterpart.


Signed

**For and on behalf of Port Investment Company Limited
(the Assignor)**



Kelly Roger (May 7, 2020)

Authorised Signatory



Henry Smith (May 7, 2020)

Authorised Signatory

**For and on behalf of Eurobridge Medical Innovation Kft
(the Assignee)**


.....
Authorised Signatory

SCHEDULE

Loans

Lender	Borrower	Amount Lent
The Assignor	Adriatic Islands Group DD	£44,806,873.65
The Assignor	Dalmacia Holiday Kft	EUR255,233.00
The Assignor	Dalmacia Holiday Kft	HUF365,806.00
The Assignor	Dalmacia Holiday Kft	US\$1,163,073.50
The Assignor	Laszlo Kerekes	US\$191,314.27
The Assignor	Laszlo Kerekes	EUR285,352.61
The Assignor	Eva Kerekes – Merk	US\$30,399.46

Loan balances above are shown as at 31st August 2019 being the date of the last signed Financial Statements.

The Assignor	Ametist Property Management DOO	KN36,274,500
The Assignor	Adriatic Islands Group DD	HUF200,000,000

SZERZŐDÉSES OKIRAT

Kelt 2020.05.04.

Port Investment Company Limited
of Richmond House, St Julian's Avenue,
St Peter Port, Guernsey GY1 1GZ

(az Engedményező)

és

Eurobridge Medical Innovation Kft
of 1027 Budapest, Ganz utca 6. III. emelet 7.ajtó

(az Engedményes)

között

Ez a SZERZŐDÉSES OKIRAT 2020.05.04. készült

Az alábbi felek között

- (1) Port Investment Company Limited, Richmond House, St Julian's Avenue, St Peter Port, Guernsey GY1 1GZ (az Engedményező); és
- (2) Eurobridge Medical Innovation Kft, 1027 Budapest Ganz utca 6. III. emelet 7. ajtó (az Engedményes).

Preambulum:

1. Az Engedményes bizonyos összegeket kölcsönözött bizonyos hitelfelvevőknek a Jegyzékben meghatározottak szerint (együttesen a „Hitelek” és az egyes hitelfelvevők kötelezettségei, hogy megfizessék az Engedményt, együttesen az „Adósságok”).
2. A felek arra törekszenek, hogy a kölcsön előnyeit az Engedményezőtől az Engedményesnek ruházzák át.

A felek megállapodtak a fentiekben meghatározott jogaik és kötelezettségeik rendezésében, és most szeretnék rögzíteni megállapodásuk feltételeit.

MOST AZ ALÁBBI MEGÁLLAPODÁS SZÜLETETT:

1. A hitel átruházása

- 1.1. Az Engedményező ezennel átruházza a kölcsönök előnyeit az Engedményesre.
- 1.2. A kétségek elkerülése végett:
 - 1.2.1. Kölcsönvevő minden Hitelével az Engedményesnek kell tartoznia; és
 - 1.2.2. a Hitelek többé nem esedékesek a Kölcsönvevőtől az Engedményezőnek
- 1.3. Az Engedményes értesíti a Kölcsönvevőt az Adósságok átruházásáról.

2. Engedményező Felszámolása

- 2.1. Az Engedményes tudomásul veszi és egyetért azzal, hogy az Engedményezőt hamarosan felszámolják, és a felszámolást követően az Engedményes nem tud további segítséget nyújtani a jelen megállapodásban előírányzott megbízás végrehajtásában vagy a kölcsönök érvényesítésében.

3. Jogválasztás és joghatóság

- 3.1. A felek visszavonhatatlanul megállapodnak abban, hogy a Guernsey Bíróság kizárólagos hatáskörrel rendelkezik minden olyan jogvita vagy követelés rendezésére, amely e megállapodás vagy annak tárgya alapján merül fel.

4. Független Tanács

- 4.1. A felek megerősítik, hogy független jogi- és adóügyi tanácsadást folytattak a megállapodás végrehajtása előtt, vagy szabadon döntöttek úgy, hogy azt nem teszik meg.

5. Megvesztegetés és Korrupció

- 5.1. A felek megerősítik, hogy soha nem vesznek részt vesztegetésben vagy korrupcióban. A megvesztegetés, a korrupció és a pénzmosás szorosan kapcsolódnak egymáshoz. A többi súlyos bűncselekményhez hasonlóan a megvesztegetést és a korrupciós bűncselekményeket általában magánjellegű nyereségszerzés céljából követik el. A felek teljes mértékben elkötelezettek amellett, hogy üzleti vállalkozásukat mindenkor etikus és őszinte módon végezzék, és betartják a korrupció megelőzéséről szóló 2003. évi törvényt (Guernsey Bailiwick), valamint az Egyesült Királyság 2010. évi vesztegetési törvényének területeken kívüli hatályát, amely 2011. július 1-jén lépett hatályba.

6. Pénzmosás ellenesség

- 6.1. A felek megerősítik, hogy soha nem voltak elítélve bűncselekményért (beleértve az adót) a világ bármely részén, és teljes mértékben elkötelezték magukat a pénzmosás vagy a terrorizmus finanszírozásával kapcsolatos, vonatkozó jogszabályok betartása mellett, amelyeket időről időre bevezethetnek Guernsey környékén mint például a büntető igazságszolgáltatásról (bűncselekményből származó bevételek) (Guernsey Bailiwick), módosított 1999. évi törvény, a kábítószer-kereskedelemtől szóló (Bailiwick Guernsey) 2000. évi módosított törvény, a terrorizmusról és a bűnözésről (Guernsey Bailiwick) 2002. évi módosított törvény, és a nyilvánosságra hozatalról szóló (Guernsey Bailiwick), 2007. évi törvény.

7. Teljes Megállapodás

- 7.1. Ez a megállapodás a teljes szerződés a felek között, akik elismerik, hogy egyik fél sem adott semmiféle garanciát vagy nyilatkozatot, ígéretet vagy

kötelezettségvállalást a másiktól, e megállapodás megkötésekor, kivéve a jelen megállapodásban rögzített mértékben.

- 7.2. A megállapodás egyetlen módosítása sem érvényes, kivéve, ha írásba foglalják és a felek vagy azok nevében aláírják.
- 7.3. This agreement may be executed in any number of counterparts, and by each party hereto on separate counterparts, which shall together constitute one agreement. Any party may enter into this agreement by signing any such counterpart. Ez a megállapodás tetszőleges számú partnerrel végrehajtható és a felek mindegyikével külön-külön is, amely együttesen egy megállapodást jelent. Bármely fél beléphet a megállapodásba aláírásával.

Aláírók

**Port Investment Company Limited nevében és megbízásából
(Engedményező)**


.....
Kelly Roger (May 7, 2020)
.....
Meghatalmazott Aláíró


.....
Henry Smith (May 7, 2020)
.....
Meghatalmazott Aláíró

**Eurobridge Medical Innovation Kft nevében és megbízásából
(Engedményes)**


.....
Meghatalmazott Aláíró

JEGYZÉK

kölcsönök

Kölcsönadó	Kölcsönvevő	Kölcsönzött összeg
Az Engedményező	Adriatic Islands Group DD	£44,806,873.65
Az Engedményező	Dalmacia Holiday Kft	EUR255,233.00
Az Engedményező	Dalmacia Holiday Kft	HUF365,806.00
Az Engedményező	Dalmacia Holiday Kft	US\$1,163,073.50
Az Engedményező	Laszlo Kerekes	US\$191,314.27
Az Engedményező	Laszlo Kerekes	EUR265,352.61
Az Engedményező	Eva Kerekes – Merk	US\$30,399.46

A fenti kölcsön egyenlegek 2019. augusztus 31-i dátummal vannak feltüntetve, azaz az utolsó aláírt pénzügyi kimutatás időpontján.

Az Engedményező	Ametist Property Management DOO	KN36,274,500
Az Engedményező	Adriatic Islands Group DD	HUF200,000,000





200507 Resolution re approval of Deed of Assignments to EMI Kft

Final Audit Report

2020-05-07

Created:	2020-05-07
By:	Nita Smith (nita.smith@richmondgroup.uk.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-Fm7YW4V4DknJnhhOFE8WNDzVavRjY42

"200507 Resolution re approval of Deed of Assignments to EMI Kft" History

-  Document created by Nita Smith (nita.smith@richmondgroup.uk.com)
2020-05-07 - 1:58:49 PM GMT- IP address: 195.226.143.12
-  Document emailed to Kelly Roger (kelly.roger@richmondgroup.uk.com) for signature
2020-05-07 - 1:59:55 PM GMT
-  Email viewed by Kelly Roger (kelly.roger@richmondgroup.uk.com)
2020-05-07 - 2:21:49 PM GMT- IP address: 88.81.135.220
-  Document e-signed by Kelly Roger (kelly.roger@richmondgroup.uk.com)
Signature Date: 2020-05-07 - 2:23:05 PM GMT - Time Source: server- IP address: 88.81.135.220
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2020-05-07 - 2:23:07 PM GMT
-  Email viewed by Henry Smith (henry.smith@richmondgroup.uk.com)
2020-05-07 - 2:59:40 PM GMT- IP address: 195.226.143.12
-  Document e-signed by Henry Smith (henry.smith@richmondgroup.uk.com)
Signature Date: 2020-05-07 - 3:00:06 PM GMT - Time Source: server- IP address: 195.226.143.12
-  Signed document emailed to Henry Smith (henry.smith@richmondgroup.uk.com), Kelly Roger (kelly.roger@richmondgroup.uk.com) and Nita Smith (nita.smith@richmondgroup.uk.com)
2020-05-07 - 3:00:06 PM GMT

ADRIATIQ ISLANDS GROUP d.d. sa
sjedištem u Zagrebu, Martićeva ulica 6,
OIB: 08214831145, koje zastupa direktor
András Hegedűs (u nastavku: AIG);

i

EUROBRIDGE MEDICAL INNOVATION
Ltd. sa sjedištem u Mađarskoj, 1027
Budimpešta, Ganz utca 6. III em. 7., OIB:
03184106793, koje zastupa direktor Tamás
Vitézy (u nastavku: EMI);

(AIG i EMI u nastavku zajedno:
Sporazumne strane)

sklapaju dana 26. veljače 2021. godine u
Budimpešti sljedeći

SPORAZUM

Članak 1.

1.1. Sporazumne strane suglasno utvrđuju
da AIG ima dospjele tražbine prema EMI, i
to:

- tražbina u iznosu od 61.185.580,00
kn (slovima: šezdesetjedan milijun
stoosamdesetpet tisuća
petstoosamdeset kuna i nula lipa), po
osnovi kupovne cijene iz Ugovora o
prodaji i prijenosu dionica
trgovačkog društva JELSA d.d.
sklopljenog između AIG i EMI dana
15.02.2021. godine;

(u daljnjem tekstu: Tražbina 1).

Članak 2.

2.1. Sporazumne strane suglasno utvrđuju
da EMI ima dospjele tražbine prema AIG, i
to:

- tražbina u iznosu od 44.806.873,65
£ (slovima: četrdesetčetiri milijuna
osamstošest tisuća

ADRIATIQ ISLANDS GROUP d.d. with its
registered seat in Zagreb, Martićeva 6, PIN
(OIB): 08214831145, represented by the
director András Hegedűs (hereinafter: AIG);

and

EUROBRIDGE MEDICAL INNOVATION
Ltd. with the registered seat in Hungary,
1027 Budapest, Ganz utca 6. III em. 7., PIN
(OIB): 03184106793, represented by the
director Tamás Vitézy (hereinafter: EMI);

(AIG and EMI hereinafter together:
Contracting Parties)

conclude on February 26, 2021 in Budapest
the following:

AGREEMENT

Article 1

1.1. The Contracting Parties agree that AIG
has overdue claims towards EMI, as
follows:

- a claim in the amount of HRK
61,185,580.00 (in words: sixty-one million
one-hundred-eighty-five thousand five-
hundred and eighty kunas and zero lipas),
based on the purchase price from the Share
Sale and Transfer Agreement of the
Company Jelsa, Plc, concluded between
AIG and EMI on February 15, 2021;

(hereinafter: Claim 1).

Article 2

2.1. The Contracting Parties agree that EMI
has overdue claims against AIG, as follows:

- claim in the amount of £ 44,806,873.65 (in
words: forty-four million eight-hundred-six
thousand eight-hundred-seventy-three
Pound sterlings and sixty-five pence), on the

Handwritten signature or initials.

osamstosedamdesettri britanske funte i šezdesetpet penija), na temelju pozajmice (u daljnjem tekstu: Tražbina 2);

- tražbina u iznosu od 200.000.000,00 HUF (slovima: dvjesto milijuna mađarskih forinti), na temelju pozajmice (u daljnjem tekstu: Tražbina 3).

Članak 3.

3.1. Sporazumne strane suglasno utvrđuju da sklapanjem ovog Sporazuma prebijaju (kompenziraju) Tražbinu 1, s jedne strane, s Tražbinom 3 u cijelosti, a Tražbinom 2 djelomično, s druge strane, u visini iznosa Tražbine 1.

3.2. Sporazumne strane suglasno utvrđuju da slijedom izvršenog prijeboja sukladno stavku 3.1. ovog članka, Tražbina 3 prestaje u cijelosti, dok EMI prema AIG ima preostali dio Tražbine 2 u iznosu od 38.265.251,21 £ (slovima: tridesetosam milijuna dvjestošešdesetpet tisuća dvjestopedesetjedna britanska funta i dvadesetjedan peni).

Članak 4.

4.1. Sporazumne strane suglasno utvrđuju da je za međusobne odnose vezano za predmet ovog sporazuma mjerodavno samo ono što je sadržano u ovom sporazumu.

4.2. Sporazumne strane suglasno utvrđuju da sva utanačenja koja nisu u skladu s odredbama ovog sporazuma ili su u suprotnosti s njime, nisu mjerodavna za međusobne odnose, osim ako su sačinjena u pisanom obliku i potpisana kao aneks ovom sporazumu.

4.3. Sporazumne strane suglasno utvrđuju da se ovaj sporazum ima smatrati sklopljenim s danom 15. veljače 2021. godine.

4.4. Sporazumne strane suglasno utvrđuju da je za ovaj sporazum mjerodavno hrvatsko

basis of a loan (hereinafter: Claim 2);

- claim in the amount of HUF 200,000,000.00 (in words: two-hundred million Hungarian Forints), on the basis of loan (hereinafter: Claim 3).

Article 3

3.1. The Contracting Parties agree that by concluding this Agreement they compensate Claim 1, on the one hand, with Claim 3 in full, and Claim 2 in part, on the other hand, in the amount of Claim 1.

3.2. The Contracting Parties agree that following the compensation in accordance with paragraph 3.1. of this Article, Claim 3 ceases in its entirety, while EMI towards to AIG has the remaining part of Claim 2 in the amount of £ 38,265,251.21 (in words: thirty-eight million two-hundred and sixty-five thousand and two-hundred and fifty-one Pound sterlings and twenty-one pence).

Article 4

4.1. The Contracting Parties agree that only what is contained in this Agreement shall be relevant for mutual relations related to the subject of this Agreement.

4.2. The Contracting Parties agree that all arrangements that do not comply with or contradict the provisions of this Agreement shall not be applicable to their mutual relations, unless they are made in writing and signed as an annex to this Agreement.

4.3. The Contracting Parties agree that this Agreement shall be deemed to have been concluded on February 15, 2021.

4.4. The Contracting Parties agree that Croatian law is applicable to this Agreement.

4.5. The Contracting Parties agree that this Agreement is concluded in 4 (letters: four) copies, of which 2 (in letters: two) for each

<p>pravo.</p> <p>4.5. Sporazumne strane suglasno utvrđuju da je ovaj sporazum sklopljen u 4 (slovima: četiri) primjerka, od kojih 2 (slovima: dva) za svaku Sporazumno stranu.</p> <p>4.6. Sporazumne strane ovime izjavljuju da su razumjele ovaj sporazum sklopljen na engleskom i hrvatskom jeziku, da su upoznate s pravima i obvezama koje za njih proizlaze iz ovog sporazuma, te da ista prava i obveze sklapanjem ovog sporazuma prihvaćaju. U slučaju diskrepancije između engleske i hrvatske verzije sporazuma, engleska verzija prevladava.</p>	<p>Contracting Party.</p> <p>4.6. The parties hereby declare that they understand this agreement concluded in English and Croatian, that they are aware of the rights and obligations arising for them from this Agreement, and that they accept the same rights and obligations by concluding this Agreement. In case of discrepancy between the English and Croatian versions of the Agreement, the English version shall prevail.</p>
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U Budimpešti, 26. veljače 2021. godine / In Budapest, on February 26, 2021

Za / For
AIG:



András Hegedűs, direktor / director
ADRIATIQ ISLANDS GROUP d.d.

**ADRIATIQ ISLANDS
GROUP d.d.**
Martićeva ulica 6, Zagreb
OIB: 08214831145

Za / For
EMI:



Tamás Vitézy, direktor / director
EUROBRIDGE MEDICAL INNOVATION Ltd.

SWIFT másolat/copy

----- Instance Type and Transmission -----
Notification (Transmission) of Original sent to SWIFT (ACK)

Network Delivery Status : Network Ack
Priority/Delivery : Normal
Message Input Reference : 0929 211015CIBHHUHBAXXX3973693375
UETR : 661f239f-93d3-45a4-90ad-9c8c79d55a5f

----- Message Header -----

Swift input : FIN 103 Single Customer Credit Transfer

Sender : CIBHHUHBXXX
CIB BANK LTD.
BUDAPEST HU
Receiver : PBZGHR2XXXX
PRIVREDNA BANKA ZAGREB D.D.
ZAGREB HR

----- Message Text -----

20: Sender's reference
DEV8092543
23B: Instruction Code
CRED
32A: Val Dte/Curr/Interbnk Settl'd Amt
Date : 18 OCT 2021
Currency : HRK
Amount : #500,00#
33B: Currency/Instructed Amount
Currency : HRK
Amount : #500,00#
50K: Ordering Customer-Name & Address
/HU18107004407114623650100002
DR. REDER UGYVEDI IRODA
HU-2040 BUDAORS
BUDAPESTI UT 87
57A: Account With Institution
NBHRHR2X
59: Beneficiary Customer-Name & Addr
/HR1210010051863000160
Ministarstvo financija RH, Trgovack
i sud u Zagrebu
10000 Zagreb, Katanciceva 5.
70: Remittance Information
5045-20735-03184106793, Prijava tra
zbine u stecaj Adriatic Islands Gro
up d.d. u stecaju/ Eurobridge Medic
al Innovation Kft.
71A: Details of Charges
SHA

----- Message Trailer -----

{MAC:00000000}
{CHK:D55E0FF69709}

----- Interventions -----

Category : Network Report
Creation Time : 15/10/21 09:29:00
Application : SWIFT Interface
Operetor : System
Text
{1:F21CIBHHUHBAXXX3973693375}{4:{177:2110150929}{451:0}}

DR. RÉDER ÜGYVÉDI IRODA
 BUDAÖRS
 BUDAPESTI ÚT 87
 2040

Re: certificate of execution of FX credit transfer order

Dear Customer,

At your request, we hereby certify that our bank has arranged for execution of your payment orders listed below, with the following details:

CIB reference number	DEV8092543	
Value date	18.10.2021	
Currency and amount of the payment order	HRK	500,00
Currency and amount of the payment	HRK	500,00
Originator	DR. RÉDER ÜGYVÉDI IRODA HU-2040 BUDAÖRS BUDAPESTI ÚT 87	
Beneficiary	Ministarstvo financija RH, Trgovacki sud u Zagrebu 10000 Zagreb, Katanciceva 5.	
Account number of beneficiary	HR1210010051863000160	
Payment service provider of beneficiary	NBHRHR2X	
Message to the beneficiary	5045-20735-03184106793, Prijava trazbine u stecaj Adriatic Islands Group d.d. u stecaju/ Eurobridge Medical Innovation Kft.	
Payment order recorded as a SEPA credit transfer	N	Payment method of the execution by swift

Please always remark the CIB reference number in future correspondence.

Budapest, 15.10.2021

Yours sincerely,

CIB Bank Zrt.


Szentirmai Csilla


Tiszovszky Anita