Addiko Bank

DIV GRUPA d.o.o.
Bobovica 10/A
10 430 Samobor
Croatia

Attention: Vlado Šoić

06/05/2019

Dear Sirs,

Subject: DIV Group Loan

1. Please refer to:

   the Loan Agreement dated 08 November 2018, (the "Loan Agreement") between DIV Grupa d.o.o. Samobor (the "Borrower") and the European Bank for Reconstruction and Development ("EBRD") and Addiko Bank d.d. (Addiko), jointly as the Original Lenders.

2. Words and expressions defined in the Loan Agreement have the same meanings when used in this letter unless otherwise provided or the context otherwise requires. References in this letter to a Section are to the specified Section of or to the Loan Agreement unless otherwise indicated.

3. Subject to definition on Margin in the Loan Agreement, it is hereby agreed that, effective from 01 April 2019 and effective until DIV Group delivers evidence satisfactory to the Original Lenders confirming compliance with the Conditions subsequent as defined under article 20.8 (e) (i) and 20.8 (e) (iii) and as agreed in the Loan Agreement Margin will be up adjusted to reflect occurrence of Event of Default in relation to the respective articles and will be equal to 4.00% per annum.

   In accordance to article 34.2 the Borrower shall pay to Facility agent (for the account of the Lenders) a waiver fee equal to EUR 50.000,00.

4. Pursuant to section 20.8 (e) (i) and (iii), the Borrower undertakes and shall ensure that the guarantees listed in Schedule 14 (Guarantees) shall be released and all debentures and other collaterals given by the Borrower in connection with these guarantees returned to the Borrower and, if applicable, deregistered from any relevant registry:

   (i) with respect to the (i) Zagrebačka Banka Guarantee, on the earlier of (1) 60 days after the Vessel Delivery Date and (2) 31 December 2018;

   (iii) with respect to the Veneto Banka Guarantee, by 31 December 2018.

5. The Borrower informed the Original Lenders that it has not managed to fulfil contractual obligations as stipulated under sections 20.8 (e) (i) and (iii) and therefore requested approval of waiver and extension of defined guarantee release dates. The Borrower also informed the Original Lenders that existing Zagrebačka Banka Guarantee will be replaced with a new guarantee issued in favour of VTB Bank for EUR 50 million.

6. On exceptional basis, Original Lenders hereby agree to waive contractual obligations as stipulated under sections 20.8 (e) (i) and (iii) and approve extension of guarantee release dates as follows:

   (i) Zagrebačka Banka Guarantee and replacement new guarantee issued in favour of VTB Bank for EUR 50 million, should be released latest until 30 June 2019

   (iii) Veneto Banka Guarantee should be released latest until 31 July 2019.

7. The granting of the waiver set out in paragraph 6 above is subject to the condition that failure by the Borrower to satisfy the requirement set forth above by the corresponding date, shall constitute an additional Default under the Loan Agreement.

8. This letter agreement shall constitute an amendment to the Loan Agreement, and, except for the amendment provided for in paragraph 3 above and the waiver provided in paragraph 6 above, the Loan Agreement shall continue in full force and effect; provided that this letter agreement and the amendments contained herein shall take effect from the date upon which it has been accepted by each of the Borrower in the form requested in paragraph 12 below (the "Effective Date").

9. The contents of this letter agreement shall not impair any right, power or remedy of Original Lenders with respect to any Default, or be construed as a waiver thereof or an acquiescence therein.

10. This letter agreement shall be governed and construed in accordance with English law.

11. The provisions of Sections 8.03 (*Notices*), 8.10 (*Privileges and Immunities of EBRD*), 8.12 (*Successors and Assigns; Third Party Rights*) and 8.14 (*Counterparts*) of the Loan Agreement are hereby incorporated by reference into this letter agreement with the intent that such provisions be applicable to this letter agreement and the rights and obligations of the parties hereto, as if set forth herein in full, *mutatis mutandis*.

12. Please confirm your agreement with the terms of this letter agreement and the waiver by dating and countersigning the enclosed duplicate of this letter agreement in the space provided below and returning it to us.

Yours sincerely,

ADDIKO BANK D.D. (as the Facility Agent)

Addiko Bank
Addiko Bank d.d., Slavonska avenija 6, HR-10000 Zagreb 53.

____

Name: Igor Šabarić
Title: Executive Director for Large Corporate and Public Finance

Acknowledged and agreed by the Borrower on ______________

Agreed by:

DIV GRUPA d.o.o.

DIV GRUPA d.o.o.
10430 SAMOBOR, Bobovica 10/A
Tel. 01 3377-000, Fax. 01 3376-155
11 OIB: 88890755814

____

Name:
Title:

LUKA RIMAC
Stalni sudski tumač za njemački i engleski jezik

Ovaj prijevod sastoji se od
stranica 3/listova 6
Br. Ov. 50/2025
Datum: 09.05.2025.

OVJERENI PRIJEVOD S ENGLESKOG JEZIKA

STALNI SUDSKI TUMAČ ZA ENGLESKI I NJEMAČKI JEZIK
LUKA RIMAC
M.P.
ZAGREB

/potpis/

Addiko Bank

DIV GRUPA d.o.o.
Bobovica 10/A
10 430 Samobor
Hrvatska

Na pažnju: Vlado Šoić

06.05.2019.

Poštovani,

Predmet: Zajam DIV Grupi

1. Upućuje se na:

   Ugovor o zajmu od 8. studenog 2018. ("Ugovor o zajmu") između DIV Grupe d.o.o. Samobor ("Zajmoprimac") te Europske banke za obnovu i razvoj ("EBRD") i Addiko Bank d.d. (Addiko), zajednički kao Izvornih zajmodavaca.

2. Riječi i izrazi definirani u Ugovoru o zajmu imaju isto značenje kada se koriste u ovom pismu, osim ako nije drugačije navedeno ili kontekst ne zahtijeva drugačije. Pozivanje u ovom pismu na Članak odnosi se na navedeni Članak Ugovora o zajmu ili na Ugovor o zajmu, osim ako nije drugačije navedeno.

3. U skladu s definicijom Marže u Ugovoru o zajmu, ovime se ugovara da će se, s učinkom od 1. travnja 2019. pa sve do trenutka kada DIV Grupa dostavi Izvornim zajmodavcima zadovoljavajuće dokaze kojima potvrđuje usklađenost s naknadnim uvjetima navedenima u članku 20.8 (e) (i) te 20.8 (e) (iii) te kako je ugovoreno u Ugovoru o zajmu, Marža će se prilagoditi prema gore kako bi odražavala nastanak Događaja neispunjavanja obveza u odnosu na odgovarajuće članke i iznosit će 4,00% godišnje.

   U skladu s člankom 34.2. Zajmoprimac će platiti Povjereniku linije financiranja (za račun Zajmodavaca) naknadu za odricanje od prava u iznosu od 50.000,00 EUR.

4. U skladu s člankom 20.8 (e) (i) i (iii), Zajmoprimac se obvezuje i osigurat će da će jamstva navedena u Prilogu 14 (Jamstva) budu otpuštena, a sve zadužnice i druga sredstva osiguranja koja je Zajmoprimac dao u vezi s tim jamstvima vraćene Zajmoprimcu te, ako je primjenjivo, brisane iz bilo kojeg primjenjivog upisnika:

   (i) u odnosu na (i) Jamstvo Zagrebačke Banke, na raniji od sljedećih datuma: (1) 60 dana nakon Datuma isporuke plovila i (2) 31. prosinca 2018.;

   (iii) u vezi s Jamstvom Veneto Banke, do 31. prosinca 2018.

5. Zajmoprimac je obavijestio Izvorne zajmodavce da nije uspio ispuniti ugovorne obveze kako su opisane u člancima 20.8 (e) (i) i (iii) te je stoga zatražio odricanje od prava i produljenje definiranih datuma otpuštanja jamstva. Zajmoprimac je također obavijestio Izvorne zajmodavce da će postojeće jamstvo Zagrebačke banke biti zamijenjeno novim jamstvom izdanim u korist VTB banke u iznosu od 50 milijuna EUR.

6. Iznimno, Izvorni zajmodavci ovime pristaju odreći se ugovornih obveza kako su opisane u člancima 20.8 (e) (i) i (iii) te odobravaju produljenje datuma otpuštanja jamstva kako slijedi:

   (i) Jamstvo Zagrebačke Banke i novo jamstvo koje ga zamjenjuje izdano u korist VTB Banke u iznosu od 50 milijuna EUR, trebalo bi biti otpušteno najkasnije do 30. lipnja 2019.

   (iii) Jamstvo Veneto Banke trebalo bi biti otpušteno najkasnije do 31. srpnja 2019.

7. Odobravanje odricanja od prava navedeno u točki 6. iznad uvjetovano je time da će neispunjavanje iznad navedenog zahtjeva od strane Zajmoprimca do odnosnog datuma predstavljati dodatni slučaj Neispunjavanja obveza iz Ugovora o zajmu.

8. Ovo pismo predstavlja izmjenu Ugovora o zajmu te, osim izmjene navedene u točki 3. iznad i odricanja od prava navedenog u točki 6. gore, Ugovor o zajmu ostaje na snazi u cijelosti; pod uvjetom da ovo pismo i izmjene sadržane u njemu stupe na snagu na dan kada ih svaki Zajmoprimac prihvati u obliku navedenom u točki 12. ispod („Datum stupanja na snagu").

9. Sadržaj ovog pisma neće umanjiti bilo koje pravo, ovlast ili sredstvo Izvornih zajmodavaca u odnosu na bilo koji slučaj Neispunjavanja obveza, niti se može tumačiti kao odricanje od ili pristanak na iste.

10. Na ovo pismo primjenjuje se i isto se tumači u skladu s engleskim pravom.

11. Odredbe članaka 8.03 (*Obavijesti*), 8.10 (*Povlastice i imuniteti EBRD-a*), 8.12 (*Sljednici i primatelji ustupanja; Prava trećih osoba*) i 8.14 (*Primjerci*) Ugovora o zajmu ovime se uključuju u ovo pismo s namjerom da se njihove odredbe *mutatis mutandis* primjenjuju na njega te na prava i obveze strana iz ovog pisma, kao da su ovdje u cijelosti navedene.

12. Molimo potvrdite svoj pristanak na uvjete ovog pisma i odricanja od prava datiranjem i supotpisivanjem priložene kopije ovog pisma u predviđenom prostoru u nastavku te isto vratite nama.

S poštovanjem,

ADDIKO BANK d.d. (kao Povjerenik linije financiranja)
/potpis nečitak/ */pečat Addiko Bank d.d./*

____

Ime: Igor Šabarić
Funkcija: Izvršni direktor za velike korporativne i javne financije

Priznato i prihvaćeno od strane Zajmoprimca dana ______________

Prihvatio:

DIV GRUPA d.o.o.
/potpis nečitak/ */pečat DIV GRUPA d.o.o./*

____

Ime:
Funkcija:

- KRAJ PRIJEVODA -

Ja, Luka Rimac, stalni sudski tumač za njemački i engleski jezik, imenovan Rješenjem Ministarstva pravosuđa, uprave i digitalne transformacije, klasa: UP/I-710-02/24-01/536, urbroj: 514-03-03/01-24-05 od dana 12. studenog 2024. potvrđujem da gornji prijevod potpuno odgovara izvorniku sastavljenom na engleskom jeziku.

Zagreb, 09.06.2025.
Br. Ov. 50/2025

LUKA RIMAC,
dipl. iur.

Addiko Bank

DIV GRUPA d.o.o.
Bobovica 10/A
10 430 Samobor
Croatia

Attention: Vlado Šoić

06/05/2019

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   In accordance to article 34.2 the Borrower shall pay to Facility agent (for the account of the Lenders) a waiver fee equal to EUR 50.000,00.

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   (iii) with respect to the Veneto Banka Guarantee, by 31 December 2018.

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10. This letter agreement shall be governed and construed in accordance with English law.

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12. Please confirm your agreement with the terms of this letter agreement and the waiver by dating and countersigning the enclosed duplicate of this letter agreement in the space provided below and returning it to us.

Yours sincerely,

ADDIKO BANK D.D. (as the Facility Agent)

Addiko Bank
Addiko Bank d.d., Slavonska avenija 6, HR-10000 Zagreb 53.

Name: Igor Šabarić
Title: Executive Director for Large Corporate and Public Finance

Acknowledged and agreed by the Borrower on ______________

Agreed by:

DIV GRUPA d.o.o.

DIV GRUPA d.o.o.
10430 SAMOBOR, Bobovica 10/A
Tel. 01 3377-000, Fax. 01 3376-155
11

Name:
Title:

STALNI SUDSKI TUMAČ ZA ENGLESKI I NJEMAČKI JEZIK
LUKA RIMAC,
dipl. iur.
ZAGREB - Ulica A. Novaka 10

STALNI SUDSKI TUMAČ ZA ENGLESKI I NJEMAČKI JEZIK
LUKA RIMAC,
dipl. iur.
ZAGREB - Ulica A. Novaka 10

AMENDMENT AGREEMENT No. 1
to the Loan Agreement dated 08 November 2018

between

DIV Grupa d.o.o. (the „Borrower")

EUROPEAN BANK
FOR RECONSTRUCTION AND DEVELOPMENT (the "EBRD"),

and

ADDIKO BANK d.d. (the "Addiko Bank")
(jointly the "Original Lenders")

ADDIKO BANK d.d. (the "Facility Agent")

ADDIKO BANK d.d. (the "Security Agent")

18 May 2020

AMENDMENT AGREEMENT NO. 1
TO THE LOAN AGREEMENT DATED 8 NOVEMBER 2018

This amendment agreement (this "Agreement"), dated 18 May 2020, is made by and between:

(1) **DIV Grupa d.o.o.** a limited liability company organised and existing under the laws of Croatia, registered with the court register of the commercial court in Zagreb under registration number 080127368, personal identification number 33890755814, having its registered seat at Bobovica 10/A, 10430 Samobor, Republic of Croatia (the "Borrower"); and

(2) **ADDIKO BANK** d.d., a bank duly established and existing under the laws of the Republic of Croatia, with its registered address at Slavonska avenija 6, 10000 Zagreb, Republic of Croatia, registered with the court register of the commercial court in Zagreb under registration number 080072083, personal identification number 14036333877 (the "Addiko"); and

(3) **EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT,** an international organisation formed by treaty, with its registered address at One Exchange Square, London EC2A 2JN, United Kingdom ("EBRD") and

Addiko together with EBRD the "**Original Lenders**"

(4) Addiko Bank d.d. a bank duly established and existing under the laws of the Republic of Croatia, with its registered address at Slavonska avenija 6, 10000 Zagreb, Republic of Croatia, registered with the court register of the commercial court in Zagreb under registration number 080072083, personal identification number 14036333877 (the "Facility Agent"); and

(5) a bank duly established and existing under the laws of the Republic of Croatia, with its registered address at Slavonska avenija 6, 10000 Zagreb, Republic of Croatia, registered with the court register of the commercial court in Zagreb under registration number 080072083, personal identification number 14036333877 (the "Security Agent"); and

WHEREAS:

(A) The Borrower entered into a loan agreement dated 8 November 2018 as amended by the waiver letter agreement dated 06 May 2019 (as amended, the "Loan Agreement") with Original Lenders

(B) The Borrower and Original Lenders wish to amend the Loan Agreement in certain respects, on and subject to the provisions of this Agreement.

NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows:

Section 1. Definitions and Interpretation

(a) In this Agreement:

"Amendments" means the amendments made or to be made pursuant to Section 2 of this Agreement.

"Amended Agreement" means the Loan Agreement, as amended by this Agreement.

"Effective Date" has the meaning given in Section 3 of this Agreement.

"Loan Agreement" has the meaning given in Recital A.

(b) Terms defined in the Loan Agreement (whether directly or by reference to any other agreement or instrument) shall, unless otherwise defined herein, have the same meaning in this Agreement. The provisions of Section 1. 2 of the Loan Agreement shall have effect as if set out in this Agreement in full, on a *mutatis mutandis* basis.

(c) The Loan Agreement and this Agreement shall be read and construed as a single document.

Section 2. Amendment and Continuity

(a) With effect on and from the Effective Date, the Loan Agreement shall be amended by the amendments set out in Schedule 1 to this Agreement.

(b) The provisions of the Loan Agreement shall, save as amended by this Agreement, continue in full force and effect.

(c) This Agreement shall constitute a "Finance Document" for the purpose of the Loan Agreement.

Section 3. Effective Date

The Effective Date shall be the date of this Agreement.

Section 4. Representations and Warranties

(a) The Borrower represents and warrants to the Original Lenders as follows:

(1) It has all requisite power and authority, corporate or otherwise, to execute, deliver and perform all of its obligations under this Agreement and the Loan Agreement as amended by this Agreement.

(2) It has taken all necessary action to authorise the execution, delivery and performance by it of this Agreement and the Loan Agreement as amended by this Agreement.

(3) This Agreement has been duly executed and delivered by it and this Agreement and the Loan Agreement as amended by this Agreement constitute its valid and legally binding obligations, enforceable against it in accordance with their respective terms.

(4) All consents, authorisations and actions of any kind necessary for the valid execution, delivery and performance by it of this Agreement and for the valid performance of the Loan Agreement as amended by this Agreement have been obtained and are in full force and effect.

(5) The execution and delivery by it of this Agreement and the performance by it of its obligations under this Agreement and under the Loan Agreement as amended by this Agreement do not require the consent or approval of any of its creditors and will not conflict with or constitute a breach or default under or violate any provision of its Charter or any agreement, law, rule, regulation, order, writ, judgement, injunction, decree, determination or award applicable to it.

(b) Each of the repeating representations and warranties contained in Sections 17 of the Loan Agreement shall be deemed to be repeated on the date of this Agreement as if made in connection with the submission of a Disbursement request, by reference to the facts and circumstances then existing on the date of this Agreement, as if set out herein in full, on a *mutatis mutandis* basis.

(c) The Borrower acknowledges that it has made the foregoing representations and warranties with the intention of inducing the Original Lenders to enter into this Agreement and that the Original Lenders have entered into this Agreement on the basis of, and in full reliance on, each of such representations and warranties.

Section 5. Amendment Fee

The Borrower shall pay to the Facility Agent an amendment fee of EUR 50,000 (fifty thousand Euros). Such fee shall be due and payable not later than ten Business Days after the date of this Agreement.

Section 6. Miscellaneous

(a) All references to "the Agreement" in the Loan Agreement and all reference to the Loan Agreement in all instruments and agreements executed thereunder shall refer to the Loan Agreement as amended by this Agreement.

(b) This Agreement and the documents referred to herein constitute the entire obligation of the parties hereto with respect to the subject matter hereof and shall supersede any prior expressions of intent or understandings with respect to their subject matter.

(c) This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Section 7. Governing Law and Dispute Resolution

(a) This Agreement shall be governed by and construed in accordance with English law.

(b) The provisions of Sections 8.03 (*Notices*), 8.10 (*Privileges and Immunities of EBRD*), 8.12 (*Successors and Assigns; Third Party Rights*) and 8.14 (*Counterparts)* of the Loan Agreement are hereby incorporated by reference into this Agreement with the intent that such provisions be applicable to this Agreement and the rights and obligations of the parties hereto, as if set forth herein in full, *mutatis mutandis*.

(c) Nothing in this Agreement shall be construed as a waiver, renunciation or other modification of any of the immunities, privileges or exemptions of EBRD accorded under the Agreement Establishing EBRD, international convention or any applicable law.

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorised representatives, have caused this Agreement to be executed and delivered on the date first above written.

SIGNATURES

BORROWER

DIV GRUPA d.o.o.

By ______________________
Name: TOMISLAV [illegible]
Title: PRESIDENT OF THE BOARD**5**

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

LENDERS

Addiko Bank d.d.

By ______________________
Name: DAVID [illegible]
Title: MANAGER LARGE CORPORATE

By ______________________
Name: [illegible]
Title: REGIONAL DIRECTOR, [illegible]

EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT

By ______________________
Name:
Title:

FACILITY AGENT

Addiko Bank d.d.

By ______________________
Name: DAVID [illegible]
Title: MANAGER LARGE CORPORATE

By ______________________
Name: [illegible]
Title: REGIONAL DIRECTOR, [illegible]

SECURITY AGENT

Addiko Bank d.d.

By ______________________
Name: [illegible]
Title: [illegible]

By ______________________
Name: [illegible]
Title: [illegible]

SCHEDULE 1

AMENDMENTS TO THE LOAN AGREEMENT

The Loan Agreement shall be amended as of the Effective Date as follows:

(a) **Section 1 Definitions and Interpretations** shall be amended by adding the following definitions

*"**Debt Service Reserve Account**" means a security cash deposit in the amount sufficient for coverage of total obligations which will become due per each Interest Payment Date, held by the Security Agent over which the Borrower has granted to the Original Lenders a Lien pursuant to the depositary Pledge Agreement.*

The Borrower is obliged to deposit amount sufficient for coverage of the loan instalment which matures per 15 November 2020 as follows:
(i) amount equal to EUR 1.000.000,00 has to be paid in at least until 01 October 2020
(ii) rest of the amount for coverage of loan instalment has to be paid in at least until 01 November 2020

For all instalments which mature after November 2020 the Borrower is obliged to deposit the respective amount in full as soon as possible, but in no event later than following:
(i) amount equal to 33,33% of the next loan instalment to be paid in at least 75 days before the next Interest Payment Date
(ii) amount equal to 33,33% of the next loan instalment to be paid in at least 45 days before the next Interest Payment Date
(iii) amount equal to 33,34% of the next loan instalment to be paid in at least 15 days before the next Interest Payment Date.

It is expressly understood that the Debt Service Reserve Account is not an advance payment of any obligation arising out of this Agreement and Finance Documents and will be held by the Security Agent as security for the performance of the Borrower under this Loan Agreement.

*"**Debenture Note Brodosplit** means each of the debentures (Croatian: zadužnice) issued by the Brodosplit d.d. in favour of the Security Agent pursuant to the Croatian Enforcement Act 2012, as amended, and notarised as an enforceable deed by a Croatian notary public, pursuant to which the Borrower consents to seizure of its respective bank accounts and the transfer of the monies so seized directly to the Security Agent as a security for repayment of the Loan and any interest, default interest, fees, charges and additional payment obligations due by the Borrower in accordance with this Agreement, which debentures shall be in form and substance satisfactory to the Lenders.*

(b) Definition of the "**Security Documents**" under Section 1 of the Loan Agreement shall be amended by adding under *"(h) Debenture Note Brodosplit"*

(c) *Section 6.1 Repayment of Tranche 1 and Tranche 2 Loan*

Following unprecedented crisis caused by outbreak of covid-19 pandemic and subsequent sever negative impact on the global economy, the Lenders and the Borrower, hereby, on an exception basis, agree to defer repayment of the loan principal due on the Repayment date 15 May 2020 to the next repayment date schedule for 15 November 2020 as per original repayment schedule.

The Lenders and the Borrower agree that all interest and fees that are due on 15 May 2020 are paid regularly. The new Repayment Schedule is introduced and is presented below

Repayment Date	Percentage of the disbursed Tranche 1 Loan principal and the disbursed Tranche 2 Loan principal to be repaid
15 May 2019	9.09
15 November 2019	9.09
15 May 2020	0% - repayment deferred due to covid-19 pandemic
15 November 2020	18.18
15 May 2021	9.09
15 November 2021	9.09
15 May 2022	9.09
15 November 2022	9.09
15 May 2023	9.09
15 November 2023	9.09
15 May 2024	9.10

(d) **Section 18.4 Information: miscellaneous** shall be amended by adding the

"(i) regularly inform Facility Agent about all updates regarding realisation of projects in the Brodosplit Group including information about new contracts concluded with the Borrower, results of requested financings for shipbuilding contracts and every other important information relevant for business of companies DIV Grupa and Brodosplit"

(e) **Section 20 General Undertakings** shall be amended by adding the following:

"20.17 Debt Service Reserve Account *Debt Service Reserve Account represents a special purpose cash deposit pledged in favour of the Security Agent for the benefit of the Original Lenders. The Facility Agent may withdraw any portion of the Debt Service Reserve Account, in its sole discretion, for the payment of any obligation then past due under this Agreement and Finance documents. Such withdrawals by the Facility Agent may be made without the requirement of any consent by or notice to the Borrower, provided that the Facility Agent shall provide to Borrower, within five (5) Business Days after any withdrawal from the Debt Service Reserve Account is made, notice that such withdrawal was made and the Obligation such withdrawal was applied to and, if applicable, that the Debt Service Reserve Account is then below the required amount.*

Should any portion of Debt Service Reserve Account be applied by the Facility Agent for the payment of any overdue obligation under this Agreement and the Finance Documents, the Borrower must deposit a sufficient amount in cash to restore the Debt Service Reserve Account to the amount required with dynamic as it is defined within Section 1.The Borrower's breach of this obligation shall constitute an Event of Default.

Notwithstanding the foregoing, Borrower recognizes and acknowledges that its obligation to pay required obligations under this Agreement and Finance Documents are absolute and unconditional and it is not dependent upon sufficient deposits in the Debt Service Reserve Account being available to make payment on any Obligation, and nothing herein shall be construed to negate or modify the

Borrower's absolute and unconditional obligation to pay the obligations in accordance with the terms and conditions of this Agreement and the Finance Documents.
The Borrower will provide to the Facility Agent satisfactory evidence that the Debt Service Reserve Account is fully funded in the required amount."

(f) **Section 20.8 Security (e)** shall be amended by deleting such section in its entirety and inserting in lieu thereof the following:

"The Borrower undertakes and shall ensure that the guarantee issued in favour of VTB Bank in the amount of EUR 50.000.000,00 with applicable interest rate shall be released and all debentures and other collaterals given by the Borrower in connection with this guarantee returned to the Borrower and, if applicable, deregistered from any relevant registry, latest by 15 February 2021."

OVAJ PRIJEVOD SASTOJI SE OD:
9 stranica / 19 listova
Broj-OV: 774/2022
Datum: 25.5.2022.
Naziv dokumenta:
UGOVOR

Ovjerovljeni prijevod s engleskog na hrvatski jezik

INTERPRETA usluge d.o.o.
Ulica grada Vukovara 271/1, 10 000 Zagreb
Tel: +385/1/6188-300, fax: +385/1/555 2599

UGOVOR O IZMJENAMA I DOPUNAMA BR. 1
za Ugovor o zajmu sklopljen 8. studenog 2018.

sklopljen između

DIV Grupa d.o.o. („Zajmoprimac")

EUROPSKA BANKA
ZA OBNOVU I RAZVOJ („EBOR")
i
ADDIKO BANK D.D. („Addiko Bank")
(zajedno kao „Izvorni zajmodavci")

ADDIKO BANK d.d. („Povjerenik linije financiranja")

ADDIKO BANK d.d. („Povjerenik instrumenta osiguranja")

18. svibnja 2020.

UGOVOR O IZMJENAMA I DOPUNAMA BR. 1
ZA UGOVOR O ZAJMU SKLOPLJEN 8. STUDENOG 2018.

Ovaj Ugovor o izmjenama i dopunama („Ugovor") sklopljen je 18. svibnja 2020. godine između:

(1) **DIV Grupa d.o.o.**, društvo s ograničenom odgovornošću koje je osnovano i koje posluje sukladno zakonima Republike Hrvatske, upisano u sudski registar Trgovačkog suda u Zagrebu pod matičnim brojem subjekta 080127368, osobni identifikacijski broj 33890755814, sa sjedištem na adresi Bobovica 10/A., 10430 Samobor, Republika Hrvatska („Zajmoprimac");(2) **ADDIKO BANK D.D.**, banka koja je propisno osnovana i koja propisno posluje sukladno zakonima Republike Hrvatske, sa sjedištem na adresi Slavonska avenija 6, 10000 Zagreb, Republika Hrvatska, upisana u sudski registar Trgovačkog suda u Zagrebu pod matičnim brojem subjekta 080072083, osobni identifikacijski broj 14036333877 („Addiko"); i

(3) **EUROPSKA BANKA ZA OBNOVU I RAZVOJ**, međunarodna organizacija osnovana ugovorom, sa sjedištem na adresi One Exchange Square, London EC2A 2JN, Ujedinjena Kraljevina („EBOR");

od kojih su Addiko i EBDR zajedno **„Izvorni zajmodavci"**,

(4) Addiko Bank d.d., banka koja je propismo osnovana i koja propisno posluje sukladno zakonima Republike Hrvatske, sa sjedištem na adresi Slavonska avenija 6, 10000 Zagreb, Republika Hrvatska, upisana u sudski registar Trgovačkog suda u Zagrebu pod matičnim brojem subjekta 080072083, osobni identifikacijski broj 14036333877 („Povjerenik linije financiranja"); i

(5) banka koja je propismo osnovana i koja propisno posluje sukladno zakonima Republike Hrvatske, sa sjedištem na adresi Slavonska avenija 6, 10000 Zagreb, Republika Hrvatska, upisana u sudski registar Trgovačkog suda u Zagrebu pod matičnim brojem subjekta 080072083, osobni identifikacijski broj 14036333877 („Povjerenik instrumenta osiguranja") te

BUDUĆI DA:

(A) Zajmoprimac je sklopio Ugovor o zajmu 8. studenog 2018. kako je izmijenjen i dopunjen ugovorom o dopisu o odricanju od 6. svibnja 2019. (s izmjenama i dopunama, „Ugovor o zajmu") s Izvornim zajmodavcima.

(B) Zajmoprimac i izvorni zajmodavci žele izmijeniti i dopuniti Ugovor o zajmu u određenim aspektima, u skladu s odredbama ovog Ugovora.

STOGA, imajući u vidu gore navedeno, ugovara se kako slijedi:

Članak 1. Definicije i tumačenja

(a) U ovom Ugovoru:

„Izmjene i dopune" znači izmjene i dopune koje su izvršene ili će se izvršiti u skladu s člankom 2. ovog Ugovora.

„Ugovor o izmjenama i dopunama" znači Ugovor o zajmu, kako je izmijenjen i dopunjen ovim Ugovorom.

„Datum stupanja na snagu" ima značenje navedeno u članku 3. ovog Ugovora.

„Ugovor o zajmu" ima značenje navedeno u uvodnoj izjavi A.

(b) Pojmovi definirani u Ugovoru o zajmu (bilo izravno ili upućivanjem na bilo koji drugi ugovor ili instrument) imat će, osim ako nije drugačije definirano, isto značenje u ovom Ugovoru. Odredbe članka 1. 2 Ugovora o zajmu imaju učinak kao da su u cijelosti navedene u ovom Ugovoru, na *mutatis mutandis* osnovi.

(c) Ugovor o zajmu i ovaj Ugovor će se čitati i tumačiti kao jedan dokument.

Članak 2. Izmjene, dopune i kontinuitet

(a) Sa stupanjem na snagu na i od Datuma stupanja na snagu, Ugovor o zajmu bit će izmijenjen i dopunjen kako je navedeno u Prilogu 1. ovom Ugovoru.

(b) Odredbe Ugovora o zajmu, osim kako su izmijenjene i dopunjene ovim Ugovorom, ostaju u potpunosti na snazi.

(c) Ovaj Ugovor predstavlja „Dokument o financiranju" u svrhu Ugovora o zajmu.

Članak 3. Datum stupanja na snagu

Datum stupanja na snagu bit će datum sklapanja ovog Ugovora.

Članak 4. Izjave i jamstva

(a) Zajmoprimac izjavljuje i jamči Izvornim zajmodavcima kako slijedi:

(1) Ima sva potrebna ovlaštenja i ovlasti, korporativne ili druge, da izvršava, isporučuje i provodi sve svoje obveze prema ovom Ugovoru i Ugovoru o zajmu kako je izmijenjen i dopunjen ovim Ugovorom.

(2) Poduzeo je sve potrebne radnje da odobri potpisivanje, isporuku i provedbu ovog Ugovora i Ugovora o zajmu kako je izmijenjen i dopunjen ovim Ugovorom.

(3) Ovaj Ugovor je propisno potpisao i isporučio, a ovaj Ugovor i Ugovor o zajmu kako je izmijenjen i dopunjen ovim Ugovorom predstavljaju njegove valjane i pravno obvezujuće obveze, koje se protiv njega mogu primijeniti u skladu s njihovim dotičnim uvjetima.

(4) Sve suglasnosti, ovlaštenja i radnje bilo koje vrste potrebne za valjano potpisivanje, isporuku i provedbu ovog Ugovora i za valjano izvršavanje Ugovora o zajmu izmijenjenog i dopunjenog ovim Ugovorom su pribavljene te su na punoj snazi.

(5) Za izvršenje i isporuku ovog Ugovora i izvršavanje svojih obveza prema ovom Ugovoru i Ugovoru o zajmu izmijenjenog i dopunjenog ovim Ugovorom nije potreban pristanak ili odobrenje bilo kojeg od njegovih vjerovnika te ono neće biti u sukobu s ili predstavljati povredu ili neispunjenje, ili kršiti bilo koju odredbu Povelje o osnivanju ili bilo kojeg sporazuma, zakona, pravila, uredbe, naloga, pisane naredbe, presude, zabrane, dekreta, odluke ili odobrenja koje se na njega primjenjuje.

(b) Svaka od izjava i jamstava koje se ponavljaju iz članka 17. Ugovora o zajmu smatrat će se ponovljenim na datum sklapanja ovog Ugovora kao da su dana u vezi s podnošenjem zahtjeva za Isplatu, pozivajući se na činjenice i okolnosti koje postoje na datum sklapanja ovog Ugovora, kao da je ovdje u cijelosti navedeno, na *mutatis mutandis* osnovi.

(c) Zajmoprimac potvrđuje da je dao gore navedene izjave i jamstva s namjerom da potakne Izvorne zajmodavce da sklope ovaj Ugovor i da su Izvorni Zajmodavci sklopili ovaj Ugovor na temelju i u potpunosti se oslanjajući na te izjave i jamstva.

Članak 5. Naknada za izmjene i dopune

Zajmoprimac će platiti Povjereniku linije financiranja naknadu za izmjene i dopune u iznosu od 50.000 EUR (pedeset tisuća eura). Takva naknada dospijeva i mora biti plaćena najkasnije deset Radnih dana nakon datuma sklapanja ovog Ugovora.

Članak 6. Razno

(a) Sva upućivanja na „Ugovor" u Ugovoru o zajmu i svako upućivanje na Ugovor o zajmu u svim instrumentima i ugovorima sklopljenim prema njemu odnosit će se na Ugovor o zajmu kako je izmijenjen i dopunjen ovim Ugovorom.

(b) Ovaj Ugovor i dokumenti koji se spominju ovdje predstavljaju cjelokupnu obvezu strana u vezi s predmetom ovog Ugovora i zamjenjuju sve prethodne izraze namjere ili dogovore u vezi s njihovim predmetom.

(c) Ovaj Ugovor može se sklopiti u više primjeraka, od kojih se svaki smatra izvornikom, ali svi zajedno čine jedan te isti ugovor.

Članak 7. Mjerodavno pravo i rješavanje sporova

(a) Ovaj Ugovor će se regulirati i tumačiti u skladu s engleskim pravom.

(b) Odredbe članaka 8.03 (*Obavijesti*), 8.10 (*Povlastice i imuniteti EBOR-a*), 8.12 (*Sljednici i primatelji ustupanja; prava trećih strana*) i 8.14 (*Primjerci*) Ugovora o zajmu ovime se uključuju u ovaj Ugovor s namjerom da se te odredbe primjenjuju na ovaj Ugovor te prava i obveze strana u njemu, kao da su ovdje u cijelosti izložene, *mutatis mutandis*.

(c) Ništa u ovom Ugovoru neće se tumačiti kao odustajanje, odricanje ili druga izmjena bilo kojeg imuniteta, povlastica ili izuzeća EBOR-a dodijeljenih Sporazumom o osnivanju EBOR-a, međunarodnom konvencijom ili bilo kojim primjenjivim zakonom.

U POTVRDU TOGA, ugovorne su strane, djelujući preko svojih propisno ovlaštenih predstavnika, potpisale ovaj Ugovor i isti isporučile na gore navedeni datum.

POTPISI

ZAJMOPRIMAC

DIV GRUPA d.o.o.

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

Potpisao <nečitki potpis>
Ime i prezime: *TOMISLAV DEBELJAK*
Funkcija: *PREDSJEDNIK UPRAVE*

ZAJMODAVCI

Addiko Bank d.d.

Potpisao <nečitki potpis>
Ime i prezime: *DAVID SUMIĆ*
Funkcija: *RUKOVODITELJ, VELIKI POSLOVNI SUBJEKTI*

Potpisao <nečitki potpis>
Ime i prezime: *I. ATANASOV BANDIĆ*
Funkcija: *REGIONALNI DIREKTOR* <nečitko>

EUROPSKA BANKA ZA OBNOVU I RAZVOJ

Potpisao ______________________
Ime i prezime:
Funkcija:

POVJERENIK LINIJE FINANCIRANJA

Addiko Bank d.d.

Potpisao <nečitki potpis>
Ime i prezime: *DAVID SUMIĆ*
Funkcija: *RUKOVODITELJ, VELIKI POSLOVNI SUBJEKTI*

Potpisao <nečitki potpis>
Ime i prezime: *I. ATANASOV BANDIĆ*
Funkcija: *REGIONALNI DIREKTOR* <nečitko>

POVJERENIK INSTRUMENTA OSIGURANJA

Potpisao <u>*<nečitki potpis>*</u>
Ime i prezime: DAVID SUMIĆ
Funkcija: RUKOVODITELJ, VELIKI POSLOVNI SUBJEKTI

Potpisao <u>*<nečitki potpis>*</u>
Ime i prezime: I. ATANASOV BANDIĆ
Funkcija: REGIONALNI DIREKTOR<nečitko>

PRILOG 1.

IZMJENE I DOPUNE UGOVORA O ZAJMU

Ugovor o zajmu bit će izmijenjen i dopunjen danom stupanja na snagu kako slijedi:

(a) **Članak 1. Definicije i tumačenja** mijenja se dodavanjem sljedećih definicija

*„**Račun pričuve za otplatu duga**" znači novčani polog kao instrument osiguranja u iznosu dovoljnom za pokriće ukupnih obveza koje će dospjeti po svakom Datumu plaćanja kamata, koji čuva Povjerenik instrumenta osiguranja i nad kojim je Zajmoprimac odobrio Izvornim zajmodavcima založno pravo u skladu s Ugovorom o zalogu depozitara.*

Zajmoprimac je dužan položiti iznos dovoljan za pokriće rate zajma koja dospijeva do 15. studenog 2020. godine kako slijedi:
(i) iznos jednak 1.000.000,00 EUR bit će uplaćen najkasnije do 1. listopada 2020.
(ii) ostatak iznosa za pokriće rate zajma potrebno je uplatiti najkasnije do 1. studenog 2020.

Za sve rate koje dospijevaju nakon studenog 2020. Zajmoprimac je dužan položiti odgovarajući iznos u cijelosti što je prije moguće, ali ni u kojem slučaju kasnije od sljedećeg:
(i) iznos jednak 33,33% sljedeće rate koja se plaća najkasnije 75 dana prije sljedećeg Datuma plaćanja kamata
(ii) iznos jednak 33,33% sljedeće rate koja se plaća najkasnije 45 dana prije sljedećeg Datuma plaćanja kamata
(iii) iznos jednak 33,34% sljedeće rate koja se plaća najkasnije 15 dana prije sljedećeg Datuma plaćanja kamata.

Izričito se podrazumijeva da Račun pričuve za otplatu duga nije plaćanje unaprijed za bilo koju obvezu koja proizlazi iz ovog Ugovora i Dokumenata o financiranju i da će ga Povjerenik instrumenta osiguranja čuvati kao osiguranje za izvršenje obveza Zajmoprimca prema ovom Ugovoru o zajmu.

*„**Zadužnica društva Brodosplit** je svaka od zadužnica koju je društvo Brodosplit d.d. izdalo u korist Povjerenika instrumenta osiguranja sukladno hrvatskom Ovršnom zakonu iz 2012. godine, s izmjenama i dopunama, koja je ovjerena kao ovršna isprava od strane hrvatskog javnog bilježnika, na temelju koje Zajmoprimac pristaje na ovrhu nad svojim bankovnim računima te izravni prijenos novca koji podliježe ovrsi Povjereniku instrumenta osiguranja kao sredstvo osiguranja za otplatu Zajma i svih kamata, zateznih kamata, naknada, pristojbi i dodatnih obveza plaćanja Zajmoprimca koja su dospjela, u skladu s ovim Ugovorom, koje će zadužnice po obliku i sadržaju biti zadovoljavajuće za Zajmodavce.*

(b) Definicija **„Dokumenata o instrumentima osiguranja"** prema članku 1. Ugovora o zajmu bit će izmijenjena dodavanjem točke *„(h) Zadužnica društva Brodosplit"*

(c) Članak 6.1. Otplata Zajma 1. tranše i Zajma 2. tranše

Nakon neviđene krize uzrokovane izbijanjem pandemije bolesti Covid-19 i naknadnim ozbiljnim negativnim utjecajem na globalno gospodarstvo, Zajmodavci i Zajmoprimac ovime su iznimno suglasni da će odgoditi otplatu glavnice zajma koja dospijeva na datum Otplate 15. svibnja 2020. do sljedećeg datuma otplate 15. studenog 2020. prema izvornom terminskom planu otplate.

Zajmodavci i Zajmoprimac su suglasni da se sve kamate i naknade koje dospijevaju 15. svibnja 2020. redovito plaćaju. Uveden je novi Terminski plan otplate koji je predstavljen u nastavku

Datum otplate	Postotak isplaćene glavnice Zajma 1. tranše i isplaćene glavnice Zajma 2. tranše koji se treba otplatiti
15. svibnja 2019.	*9,09*
15. studenog 2019.	*9,09*
15. svibnja 2020.	*0% - otplata odgođena zbog pandemije bolesti Covid-19*
15. studenog 2020.	*18.18*
15. svibnja 2021.	*9,09*
15. studenog 2021.	*9,09*
15. svibnja 2022.	*9,09*
15. studenog 2022.	*9,09*
15. svibnja 2023.	*9,09*
15. studenog 2023.	*9,09*
15. svibnja 2024.	*9,10*

(d) **Članak 18.4 Informacije: razno** mijenja se dodavanjem

„(i) redovito obavještavati Povjerenika linije financiranja o svim ažuriranjima vezanim uz realizaciju projekata u Brodosplit grupi, uključujući informacije o novim ugovorima sklopljenim sa Zajmoprimcem, rezultatima traženih financiranja za ugovore o brodogradnji i svim ostalim važnim informacijama bitnim za poslovanje društava DIV grupe i Brodosplit"

(e) **Članak 20. Opće obveze** mijenja se dodavanjem sljedećeg:

*„**20.17 Račun pričuve za otplatu duga** Račun pričuve za otplatu duga predstavlja gotovinski polog posebne namjene založen u korist Povjerenika instrumenta osiguranja za račun Izvornih zajmodavaca. Povjerenik linije financiranja može povući bilo koji dio Računa pričuve za otplatu duga, prema vlastitom nahođenju, za plaćanje bilo koje obveze koja je tada dospjela prema ovom Ugovoru i Dokumentima o financiranju. Takva povlačenja od strane Povjerenika linije financiranja mogu se izvršiti bez zahtjeva za bilo kakvu suglasnost ili slanja obavijesti Zajmoprimcu, pod uvjetom da će Povjerenik linije financiranja dostaviti Zajmoprimcu u roku od pet (5) Radnih dana nakon izvršenja bilo kakvog povlačenja s Računa pričuve za otplatu duga obavijest o izvršenom povlačenju i o obvezi na koju je izvršeno povlačenje primijenjeno te, ako je primjenjivo, da je stanje na Računu pričuve za otplatu duga manje od potrebnog iznosa.*
Ako Povjerenik linije financiranja primijeni bilo koji dio Računa pričuve za otplatu duga za plaćanje bilo koje dospjele obveze prema ovom Ugovoru i Dokumentima o financiranju, Zajmoprimac mora položiti dovoljan iznos u novcu kako bi na Računu pričuve za otplatu duga bio iznos koji je potreban za dinamiku opisanu u članku 1. Kršenje ove obveze od strane Zajmoprimca predstavlja Događaj kojim je Ugovor prekršen.
Bez obzira na gore navedeno, Zajmoprimac priznaje i potvrđuje da je njegova obveza plaćanja potrebnih obveza prema ovom Ugovoru i Dokumentima o financiranju apsolutna i bezuvjetna te da ne ovisi o dovoljnom iznosu depozita na Računu pričuve za otplatu duga koji je dostupan za plaćanje bilo koje Obveze, i ništa u ovom Ugovoru se neće tumačiti kao negiranje ili mijenjanje apsolutne i bezuvjetne

obveze Zajmoprimca da plati obveze u skladu s odredbama i uvjetima ovog Ugovora i Dokumenata o financiranju.
Zajmoprimac će Povjereniku linije financiranja pružiti zadovoljavajuće dokaze da je na Račun pričuve za otplatu duga u potpunosti uplaćen potreban iznos."

(f) **Članak 20.8 Instrument osiguranja, točka (e)** izmijenit će se brisanjem te točke u cijelosti i umetanjem sljedećeg:

„Zajmoprimac se obvezuje te će osigurati da će jamstvo izdano u korist VTB Banke u iznosu od 50.000.000,00 EUR s primjenjivom kamatnom stopom biti raskinuto te da će se sve zadužnice i ostala založena imovina kao osiguranje tražbina koju je Zajmoprimac osigurao u vezi s ovim jamstvom vratiti Zajmoprimcu te da će, ako je primjenjivo, biti odjavljena iz bilo kojeg relevantnog registra, najkasnije do 15. veljače 2021."

Ja, Dr. Hedi Varady, iz Zagreba, Milana Ogrizovića 5, stalni sudski tumač za engleski i mađarski jezik, postavljena od strane Županijskog suda Grada Zagreba, rješenjem broj: **4Su-1568/2019** *od 16. prosinca 2019., ovim potvrđujem da ovaj prijevod u potpunosti odgovara izvorniku na engleskom jeziku.*

Broj ovjere: ***774 / 2022***
U Zagrebu, 25. svibnja 2022.

DR. HEDI VARADY
Ogrizovićeva 5
ZAGREB

AMENDMENT AGREEMENT No. 1
to the Loan Agreement dated 08 November 2018

between

DIV Grupa d.o.o. (the „Borrower")

EUROPEAN BANK
FOR RECONSTRUCTION AND DEVELOPMENT (the "EBRD"),

and

ADDIKO BANK d.d. (the "Addiko Bank")
(jointly the "Original Lenders")

ADDIKO BANK d.d. (the "Facility Agent")

ADDIKO BANK d.d. (the "Security Agent")

18 May 2020

AMENDMENT AGREEMENT NO. 1
TO THE LOAN AGREEMENT DATED 8 NOVEMBER 2018

This amendment agreement (this "Agreement"), dated 18 May 2020, is made by and between:

(1) **DIV Grupa d.o.o.** a limited liability company organised and existing under the laws of Croatia, registered with the court register of the commercial court in Zagreb under registration number 080127368, personal identification number 33890755814, having its registered seat at Bobovica 10/A, 10430 Samobor, Republic of Croatia (the "Borrower"); and

(2) **ADDIKO BANK** d.d., a bank duly established and existing under the laws of the Republic of Croatia, with its registered address at Slavonska avenija 6, 10000 Zagreb, Republic of Croatia, registered with the court register of the commercial court in Zagreb under registration number 080072083, personal identification number 14036333877 (the "Addiko"); and

(3) **EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT,** an international organisation formed by treaty, with its registered address at One Exchange Square, London EC2A 2JN, United Kingdom ("EBRD") and

Addiko together with EBRD the "**Original Lenders**"

(4) Addiko Bank d.d. a bank duly established and existing under the laws of the Republic of Croatia, with its registered address at Slavonska avenija 6, 10000 Zagreb, Republic of Croatia, registered with the court register of the commercial court in Zagreb under registration number 080072083, personal identification number 14036333877 (the "Facility Agent"); and

(5) a bank duly established and existing under the laws of the Republic of Croatia, with its registered address at Slavonska avenija 6, 10000 Zagreb, Republic of Croatia, registered with the court register of the commercial court in Zagreb under registration number 080072083, personal identification number 14036333877 (the "Security Agent"); and

WHEREAS:

(A) The Borrower entered into a loan agreement dated 8 November 2018 as amended by the waiver letter agreement dated 06 May 2019 (as amended, the "Loan Agreement") with Original Lenders

(B) The Borrower and Original Lenders wish to amend the Loan Agreement in certain respects, on and subject to the provisions of this Agreement.

NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows:

Section 1. Definitions and Interpretation

(a) In this Agreement:

"Amendments" means the amendments made or to be made pursuant to Section 2 of this Agreement.

"Amended Agreement" means the Loan Agreement, as amended by this Agreement.

"Effective Date" has the meaning given in Section 3 of this Agreement.

"Loan Agreement" has the meaning given in Recital A.

(b) Terms defined in the Loan Agreement (whether directly or by reference to any other agreement or instrument) shall, unless otherwise defined herein, have the same meaning in this Agreement. The provisions of Section 1. 2 of the Loan Agreement shall have effect as if set out in this Agreement in full, on a *mutatis mutandis* basis.

(c) The Loan Agreement and this Agreement shall be read and construed as a single document.

Section 2. Amendment and Continuity

(a) With effect on and from the Effective Date, the Loan Agreement shall be amended by the amendments set out in Schedule 1 to this Agreement.

(b) The provisions of the Loan Agreement shall, save as amended by this Agreement, continue in full force and effect.

(c) This Agreement shall constitute a "Finance Document" for the purpose of the Loan Agreement.

Section 3. Effective Date

The Effective Date shall be the date of this Agreement.

Section 4. Representations and Warranties

(a) The Borrower represents and warrants to the Original Lenders as follows:

(1) It has all requisite power and authority, corporate or otherwise, to execute, deliver and perform all of its obligations under this Agreement and the Loan Agreement as amended by this Agreement.

(2) It has taken all necessary action to authorise the execution, delivery and performance by it of this Agreement and the Loan Agreement as amended by this Agreement.

(3) This Agreement has been duly executed and delivered by it and this Agreement and the Loan Agreement as amended by this Agreement constitute its valid and legally binding obligations, enforceable against it in accordance with their respective terms.

(4) All consents, authorisations and actions of any kind necessary for the valid execution, delivery and performance by it of this Agreement and for the valid performance of the Loan Agreement as amended by this Agreement have been obtained and are in full force and effect.

(5) The execution and delivery by it of this Agreement and the performance by it of its obligations under this Agreement and under the Loan Agreement as amended by this Agreement do not require the consent or approval of any of its creditors and will not conflict with or constitute a breach or default under or violate any provision of its Charter or any agreement, law, rule, regulation, order, writ, judgement, injunction, decree, determination or award applicable to it.

(b) Each of the repeating representations and warranties contained in Sections 17 of the Loan Agreement shall be deemed to be repeated on the date of this Agreement as if made in connection with the submission of a Disbursement request, by reference to the facts and circumstances then existing on the date of this Agreement, as if set out herein in full, on a *mutatis mutandis* basis.

(c) The Borrower acknowledges that it has made the foregoing representations and warranties with the intention of inducing the Original Lenders to enter into this Agreement and that the Original Lenders have entered into this Agreement on the basis of, and in full reliance on, each of such representations and warranties.

Section 5. Amendment Fee

The Borrower shall pay to the Facility Agent an amendment fee of EUR 50,000 (fifty thousand Euros). Such fee shall be due and payable not later than ten Business Days after the date of this. Agreement.

Section 6. Miscellaneous

(a) All references to "the Agreement" in the Loan Agreement and all reference to the Loan Agreement in all instruments and agreements executed thereunder shall refer to the Loan Agreement as amended by this Agreement.

(b) This Agreement and the documents referred to herein constitute the entire obligation of the parties hereto with respect to the subject matter hereof and shall supersede any prior expressions of intent or understandings with respect to their subject matter.

(c) This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Section 7. Governing Law and Dispute Resolution

(a) This Agreement shall be governed by and construed in accordance with English law.

(b) The provisions of Sections 8.03 (*Notices*), 8.10 (*Privileges and Immunities of EBRD*), 8.12 (*Successors and Assigns; Third Party Rights*) and 8.14 (*Counterparts)* of the Loan Agreement are hereby incorporated by reference into this Agreement with the intent that such provisions be applicable to this Agreement and the rights and obligations of the parties hereto, as if set forth herein in full, *mutatis mutandis*.

(c) Nothing in this Agreement shall be construed as a waiver, renunciation or other modification of any of the immunities, privileges or exemptions of EBRD accorded under the Agreement Establishing EBRD, international convention or any applicable law.

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorised representatives, have caused this Agreement to be executed and delivered on the date first above written.

SIGNATURES

BORROWER

DIV GRUPA d.o.o.

By ______________________
Name: TOMISLAV [illegible]
Title: PRESIDENT OF THE BOARD

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

LENDERS

Addiko Bank d.d.

By ______________________
Name: DAVID SUMIĆ
Title: MANAGER, LARGE CORPORATE

Addiko Bank
Addiko Bank d.d., Slovenska avenija 6, HR-10000 Zagreb

By ______________________
Name: I. ATANASCU BANDIĆ
Title: REGIONAL DIRECTOR, SME

EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT

By ______________________
Name:
Title:

FACILITY AGENT

Addiko Bank d.d.

Addiko Bank
Addiko Bank d.d., Slovenska avenija 6, HR-10000 Zagreb

By ______________________
Name: DAVID SUMIĆ
Title: MANAGER, LARGE CORPORATE

By ______________________
Name: I. ATANASCU BANDIĆ
Title: REGIONAL DIRECTOR, SME

SECURITY AGENT

Addiko Bank d.d.

By ______________________
Name: DAVID SIMIC
Title: MANAGER, LARGE CORPORATE

By ______________________
Name: I. ATANASCU BANDIC
Title: REGIONAL DIRECTOR, SME

Addiko Bank
Addiko Bank d.d. Slavonska avenija 6, HR-10000 Zagreb

SCHEDULE 1

AMENDMENTS TO THE LOAN AGREEMENT

The Loan Agreement shall be amended as of the Effective Date as follows:

(a) **Section 1 Definitions and Interpretations** shall be amended by adding the following definitions

*"**Debt Service Reserve Account**" means a security cash deposit in the amount sufficient for coverage of total obligations which will become due per each Interest Payment Date, held by the Security Agent over which the Borrower has granted to the Original Lenders a Lien pursuant to the depositary Pledge Agreement.*

The Borrower is obliged to deposit amount sufficient for coverage of the loan instalment which matures per 15 November 2020 as follows:
(i) amount equal to EUR 1.000.000,00 has to be paid in at least until 01 October 2020
(ii) rest of the amount for coverage of loan instalment has to be paid in at least until 01 November 2020

For all instalments which mature after November 2020 the Borrower is obliged to deposit the respective amount in full as soon as possible, but in no event later than following:
(i) amount equal to 33,33% of the next loan instalment to be paid in at least 75 days before the next Interest Payment Date
(ii) amount equal to 33,33% of the next loan instalment to be paid in at least 45 days before the next Interest Payment Date
(iii) amount equal to 33,34% of the next loan instalment to be paid in at least 15 days before the next Interest Payment Date.

It is expressly understood that the Debt Service Reserve Account is not an advance payment of any obligation arising out of this Agreement and Finance Documents and will be held by the Security Agent as security for the performance of the Borrower under this Loan Agreement.

*"**Debenture Note Brodosplit** means each of the debentures (Croatian: zadužnice) issued by the Brodosplit d.d. in favour of the Security Agent pursuant to the Croatian Enforcement Act 2012, as amended, and notarised as an enforceable deed by a Croatian notary public, pursuant to which the Borrower consents to seizure of its respective bank accounts and the transfer of the monies so seized directly to the Security Agent as a security for repayment of the Loan and any interest, default interest, fees, charges and additional payment obligations due by the Borrower in accordance with this Agreement, which debentures shall be in form and substance satisfactory to the Lenders.*

(b) Definition of the "**Security Documents**" under Section 1 of the Loan Agreement shall be amended by adding under *"(h) Debenture Note Brodosplit"*

(c) *Section 6.1 Repayment of Tranche 1 and Tranche 2 Loan*

Following unprecedented crisis caused by outbreak of covid-19 pandemic and subsequent sever negative impact on the global economy, the Lenders and the Borrower, hereby, on an exception basis, agree to defer repayment of the loan principal due on the Repayment date 15 May 2020 to the next repayment date schedule for 15 November 2020 as per original repayment schedule.

The Lenders and the Borrower agree that all interest and fees that are due on 15 May 2020 are paid regularly. The new Repayment Schedule is introduced and is presented below

Repayment Date	Percentage of the disbursed Tranche 1 Loan principal and the disbursed Tranche 2 Loan principal to be repaid
15 May 2019	9.09
15 November 2019	9.09
15 May 2020	0% - repayment deferred due to covid-19 pandemic
15 November 2020	18.18
15 May 2021	9.09
15 November 2021	9.09
15 May 2022	9.09
15 November 2022	9.09
15 May 2023	9.09
15 November 2023	9.09
15 May 2024	9.10

(d) **Section 18.4 Information: miscellaneous** shall be amended by adding the

> *"(i) regularly inform Facility Agent about all updates regarding realisation of projects in the Brodosplit Group including information about new contracts concluded with the Borrower, results of requested financings for shipbuilding contracts and every other important information relevant for business of companies DIV Grupa and Brodosplit"*

(e) **Section 20 General Undertakings** shall be amended by adding the following:

"20.17 Debt Service Reserve Account *Debt Service Reserve Account represents a special purpose cash deposit pledged in favour of the Security Agent for the benefit of the Original Lenders. The Facility Agent may withdraw any portion of the Debt Service Reserve Account, in its sole discretion, for the payment of any obligation then past due under this Agreement and Finance documents. Such withdrawals by the Facility Agent may be made without the requirement of any consent by or notice to the Borrower, provided that the Facility Agent shall provide to Borrower, within five (5) Business Days after any withdrawal from the Debt Service Reserve Account is made, notice that such withdrawal was made and the Obligation such withdrawal was applied to and, if applicable, that the Debt Service Reserve Account is then below the required amount.*

Should any portion of Debt Service Reserve Account be applied by the Facility Agent for the payment of any overdue obligation under this Agreement and the Finance Documents, the Borrower must deposit a sufficient amount in cash to restore the Debt Service Reserve Account to the amount required with dynamic as it is defined within Section 1.The Borrower's breach of this obligation shall constitute an Event of Default.

Notwithstanding the foregoing, Borrower recognizes and acknowledges that its obligation to pay required obligations under this Agreement and Finance Documents are absolute and unconditional and it is not dependent upon sufficient deposits in the Debt Service Reserve Account being available to make payment on any Obligation, and nothing herein shall be construed to negate or modify the

Borrower's absolute and unconditional obligation to pay the obligations in accordance with the terms and conditions of this Agreement and the Finance Documents.
The Borrower will provide to the Facility Agent satisfactory evidence that the Debt Service Reserve Account is fully funded in the required amount."

(f) **Section 20.8 Security (e)** shall be amended by deleting such section in its entirety and inserting in lieu thereof the following:

"The Borrower undertakes and shall ensure that the guarantee issued in favour of VTB Bank in the amount of EUR 50.000.000,00 with applicable interest rate shall be released and all debentures and other collaterals given by the Borrower in connection with this guarantee returned to the Borrower and, if applicable, deregistered from any relevant registry, latest by 15 February 2021."

STALNI SUDSKI TUMAČ ZA ENGLESKI I MAĐARSKI JEZIK
Court interpreter for English and Hungarian language
Állandó bírósági tolmács angol és magyar nyelvre
DR. HEDI VARADY
Ognzovićeva 5
ZAGREB

AMENDMENT AGREEMENT No. 2
to the Loan Agreement dated 08 November 2018

between

DIV Grupa d.o.o. (the „Borrower")

EUROPEAN BANK
FOR RECONSTRUCTION AND DEVELOPMENT (the "EBRD"),

and

ADDIKO BANK d.d. (the "Addiko Bank")
(jointly the "Original Lenders")

ADDIKO BANK d.d. (the "Facility Agent")

ADDIKO BANK d.d. (the "Security Agent")

15 December 2020

AMENDMENT AGREEMENT NO. 2
TO THE LOAN AGREEMENT DATED 8 NOVEMBER 2018

This amendment agreement (this "Agreement"), dated 15 December 2020, is made by and between:

(1) **DIV Grupa d.o.o.** a limited liability company organised and existing under the laws of Croatia, registered with the court register of the commercial court in Zagreb under registration number 080127368, personal identification number 33890755814, having its registered seat at Bobovica 10/A, 10430 Samobor, Republic of Croatia (the "Borrower"); and

(2) **ADDIKO BANK** d.d., a bank duly established and existing under the laws of the Republic of Croatia, with its registered address at Slavonska avenija 6, 10000 Zagreb, Republic of Croatia, registered with the court register of the commercial court in Zagreb under registration number 080072083, personal identification number 14036333877 (the "Addiko"); and

(3) **EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT,** an international organisation formed by treaty, with its registered address at One Exchange Square, London EC2A 2JN, United Kingdom ("EBRD") and

Addiko together with EBRD the "**Original Lenders**"

(4) Addiko Bank d.d. a bank duly established and existing under the laws of the Republic of Croatia, with its registered address at Slavonska avenija 6, 10000 Zagreb, Republic of Croatia, registered with the court register of the commercial court in Zagreb under registration number 080072083, personal identification number 14036333877 (the "Facility Agent"); and

(5) a bank duly established and existing under the laws of the Republic of Croatia, with its registered address at Slavonska avenija 6, 10000 Zagreb, Republic of Croatia, registered with the court register of the commercial court in Zagreb under registration number 080072083, personal identification number 14036333877 (the "Security Agent"); and

WHEREAS:

(A) The Borrower entered into a loan agreement dated 8 November 2018 as amended by the Waiver letter agreement dated 06 May 2019 and by Amendment Agreement No. 1 dated 18 May 2020 (as amended, the "Loan Agreement"), with Original Lenders

(B) The Borrower and Original Lenders wish to amend the Loan Agreement in certain respects, on and subject to the provisions of this Agreement.

NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows:

Section 1. Definitions and Interpretation

(a) In this Agreement:

"Amendments" means the amendments made or to be made pursuant to Section 2 of this Agreement.

"Amended Agreement" means the Loan Agreement, as amended by this Agreement.

"Effective Date" has the meaning given in Section 3 of this Agreement.

"Loan Agreement" has the meaning given in Recital A.

(b) Terms defined in the Loan Agreement (whether directly or by reference to any other agreement or instrument) shall, unless otherwise defined herein, have the same meaning in this Agreement. The provisions of Section 1. 2 of the Loan Agreement shall have effect as if set out in this Agreement in full, on a *mutatis mutandis* basis.

(c) The Loan Agreement and this Agreement shall be read and construed as a single document.

Section 2. Amendment and Continuity

(a) With effect on and from the Effective Date, the Loan Agreement shall be amended by the amendments set out in Schedule 1 to this Agreement.

(b) The provisions of the Loan Agreement shall, save as amended by this Agreement, continue in full force and effect.

(c) This Agreement shall constitute a "Finance Document" for the purpose of the Loan Agreement.

Section 3. Effective Date

The Effective Date shall be the date of this Agreement.

Section 4. Representations and Warranties

(a) The Borrower represents and warrants to the Original Lenders as follows:

(1) It has all requisite power and authority, corporate or otherwise, to execute, deliver and perform all of its obligations under this Agreement and the Loan Agreement as amended by this Agreement.

(2) It has taken all necessary action to authorise the execution, delivery and performance by it of this Agreement and the Loan Agreement as amended by this Agreement.

(3) This Agreement has been duly executed and delivered by it and this Agreement and the Loan Agreement as amended by this Agreement constitute its valid and legally binding obligations, enforceable against it in accordance with their respective terms.

(4) All consents, authorisations and actions of any kind necessary for the valid execution, delivery and performance by it of this Agreement and for the valid performance of the Loan Agreement as amended by this Agreement have been obtained and are in full force and effect.

(5) The execution and delivery by it of this Agreement and the performance by it of its obligations under this Agreement and under the Loan Agreement as amended by this Agreement do not require the consent or approval of any of its creditors and will not conflict with or constitute a breach or default under or violate any provision of its Charter or any agreement, law, rule, regulation, order, writ, judgement, injunction, decree, determination or award applicable to it.

(b) Each of the repeating representations and warranties contained in Sections 17 of the Loan Agreement shall be deemed to be repeated on the date of this Agreement as if made in connection with the submission of a Disbursement request, by reference to the facts and circumstances then existing on the date of this Agreement, as if set out herein in full, on a *mutatis mutandis* basis.

(c) The Borrower acknowledges that it has made the foregoing representations and warranties with the intention of inducing the Original Lenders to enter into this Agreement and that the Original Lenders have entered into this Agreement on the basis of, and in full reliance on, each of such representations and warranties.

Section 5. Miscellaneous

(a) All references to "the Agreement" in the Loan Agreement and all reference to the Loan Agreement in all instruments and agreements executed thereunder shall refer to the Loan Agreement as amended by this Agreement.

(b) This Agreement and the documents referred to herein constitute the entire obligation of the parties hereto with respect to the subject matter hereof and shall supersede any prior expressions of intent or understandings with respect to their subject matter.

(c) This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Section 6. Governing Law and Dispute Resolution

(a) This Agreement shall be governed by and construed in accordance with English law.

(b) The provisions of Sections 8.03 (*Notices*), 8.10 (*Privileges and Immunities of EBRD*), 8.12 (*Successors and Assigns; Third Party Rights*) and 8.14 (*Counterparts)* of the Loan Agreement are hereby incorporated by reference into this Agreement with the intent that such provisions be applicable to this Agreement and the rights and obligations of the parties hereto, as if set forth herein in full, *mutatis mutandis.*

(c) Nothing in this Agreement shall be construed as a waiver, renunciation or other modification of any of the immunities, privileges or exemptions of EBRD accorded under the Agreement Establishing EBRD, international convention or any applicable law.

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorised representatives, have caused this Agreement to be executed and delivered on the date first above written.

SIGNATURES

BORROWER

DIV GRUPA d.o.o.

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

By ______________
Name:
Title:
4

LENDERS

Addiko Bank d.d.

By ______________
Name: DAVID ŠUMIĆ
Title: MANAGER, LARGE CORPORATE AND PUBLIC FINANCE

Addiko Bank
Addiko Bank d.d., Slavonska avenija 6, HR-10000 Zagreb 57.

By ______________
Name: ALEKSANDRA BARIČIĆ
Title: MANAGER, BUSINESS ENTITIES

EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT

By ______________
Name:
Title:

Raquel Fernandez Romero
Principal Portfolio Manager
Operation Administration Department

FACILITY AGENT

Addiko Bank d.d.

By ______________
Name: DAVID ŠUMIĆ
Title: MANAGER, LARGE AND PUBLIC FINANCE

Addiko Bank
Addiko Bank d.d., Slavonska avenija 6, HR-10000 Zagreb 57.

By ______________
Name: ALEKSANDRA BARIČIĆ
Title: MANAGER, BUSINESS ENTITIES

SECURITY AGENT

Addiko Bank d.d.

By ____________________
Name: MANAGER DAVID ŠIMIĆ
Title: LARGE CORPORATE AND PUBLIC FINANCE

By ____________________
Name: ALEKSANDRA BABIŠIĆ
Title: MANAGER, BUSINESS ENTITIES

Addiko Bank
Addiko Bank d.d., Slavonska avenija 6, HR-10000 Zagreb 57.

SCHEDULE 1

AMENDMENTS TO THE LOAN AGREEMENT

The Loan Agreement shall be amended as of the Effective Date as follows:

a) *Section 6.1 Repayment of Tranche 1 and Tranche 2 Loan*

Following unprecedented crisis caused by outbreak of covid-19 pandemic and subsequent sever negative impact on the global economy and with the Lenders acknowledging the fact that the Borrower is currently working on preparation of the bridge-to-bond facility, proceeds of which are to be used to repay the Lenders in full, the Lenders and the Borrower, hereby, on an exception basis, agree to defer repayment of the loan principal due on the Repayment date 16 November 2020 to the next repayment date schedule now for 15 January 2021.

The Lenders and the Borrower agree that all interest and fees that are due on 16 November 2020 are to be paid before realization of loan principal deferral and in any event no later than by 15 December 2020. The new Repayment Schedule is introduced and is presented below

Repayment Date	**Percentage of the disbursed Tranche 1 Loan principal and the disbursed Tranche 2 Loan principal to be repaid**
15 May 2019	9.09
15 November 2019	9.09
15 May 2020	0 - repayment deferred due to covid-19 pandemic
16 November 2020	0 - repayment deferred due to covid-19 pandemic and preparation of refinancing by the Borrower
15 January 2021	18.18
15 May 2021	9.09
15 November 2021	9.09
15 May 2022	9.09
15 November 2022	9.09
15 May 2023	9.09
15 November 2023	9.09
15 May 2024	9.10

b) Section 18.4 Information: miscellaneous shall be amended by adding the

"Borrower will deliver evidence in a form of signed Term Sheet with investors for bridge-to-bond facility or in any other form acceptable to Lenders, by no later than 15 December 2020"

OVAJ PRIJEVOD SASTOJI SE OD:
8 stranica / 17 listova
Broj-OV: 775/2022
Datum: 25.5.2022.
Naziv dokumenta:
UGOVOR

Ovjerovljeni prijevod s engleskog na hrvatski jezik

INTERPRETA usluge d.o.o.
Ulica grada Vukovara 271/1, 10 000 Zagreb
Tel: +385/1/6188-300, fax: +385/1/555 2599

STALNI SUDSKI TUMAČ ZA ENGLESKI I MAĐARSKI JEZIK
Court interpreter for English and Hungarian language
Állandó bírósági tolmács angol és magyar nyelvre
DR. HEDI VARADY
Ogrizovićeva 5
ZAGREB

UGOVOR O IZMJENAMA I DOPUNAMA BR. 2
za Ugovor o zajmu sklopljen 8. studenog 2018.

sklopljen između

DIV Grupa d.o.o. („Zajmoprimac")

EUROPSKA BANKA
ZA OBNOVU I RAZVOJ („EBDR")
i
ADDIKO BANK D.D. („Addiko Bank")
(zajedno kao „Izvorni zajmodavci")

ADDIKO BANK d.d. („Povjerenik linije financiranja")

ADDIKO BANK d.d. („Povjerenik instrumenta osiguranja")

15. prosinca 2020.

UGOVOR O IZMJENAMA I DOPUNAMA BR. 2
ZA UGOVOR O ZAJMU SKLOPLJEN 8. STUDENOG 2018.

Ovaj Ugovor o izmjenama i dopunama („Ugovor") sklopljen je 15. prosinca 2020. godine između:

(1) **DIV Grupa d.o.o.**, društvo s ograničenom odgovornošću koje je osnovano i koje posluje sukladno zakonima Republike Hrvatske, upisano u sudski registar Trgovačkog suda u Zagrebu pod matičnim brojem subjekta 080127368, osobni identifikacijski broj 33890755814, sa sjedištem na adresi Bobovica 10/A., 10430 Samobor, Republika Hrvatska („Zajmoprimac");(2) **ADDIKO BANK D.D.**, banka koja je propisno osnovana i koja propisno posluje sukladno zakonima Republike Hrvatske, sa sjedištem na adresi Slavonska avenija 6, 10000 Zagreb, Republika Hrvatska, upisana u sudski registar Trgovačkog suda u Zagrebu pod matičnim brojem subjekta 080072083, osobni identifikacijski broj 14036333877 („Addiko"); i

(3) **EUROPSKA BANKA ZA OBNOVU I RAZVOJ,** međunarodna organizacija osnovana ugovorom, sa sjedištem na adresi One Exchange Square, London EC2A 2JN, Ujedinjena Kraljevina („EBOR");

od kojih su Addiko i EBDR zajedno **„Izvorni zajmodavci",**

(4) Addiko Bank d.d., banka koja je propismo osnovana i koja propisno posluje sukladno zakonima Republike Hrvatske, sa sjedištem na adresi Slavonska avenija 6, 10000 Zagreb, Republika Hrvatska, upisana u sudski registar Trgovačkog suda u Zagrebu pod matičnim brojem subjekta 080072083, osobni identifikacijski broj 14036333877 („Povjerenik linije financiranja"); i

(5) banka koja je propismo osnovana i koja propisno posluje sukladno zakonima Republike Hrvatske, sa sjedištem na adresi Slavonska avenija 6, 10000 Zagreb, Republika Hrvatska, upisana u sudski registar Trgovačkog suda u Zagrebu pod matičnim brojem subjekta 080072083, osobni identifikacijski broj 14036333877 („Povjerenik instrumenta osiguranja") te

BUDUĆI DA:

(A) Zajmoprimac je sklopio Ugovor o zajmu 8. studenog 2018. kako je izmijenjen Ugovorom o dopisu o odricanju od 6. svibnja 2019. te Ugovorom o izmjenama i dopunama br. 1 od 18. svibnja 2020. (s izmjenama i dopunama, „Ugovor o zajmu") s izvornim zajmodavcima.

(B) Zajmoprimac i izvorni zajmodavci žele izmijeniti I dopuniti Ugovor o zajmu u određenim aspektima, u skladu s odredbama ovog Ugovora.

STOGA, imajući u vidu gore navedeno, ugovara se kako slijedi:

Članak 1. Definicije i tumačenja

(a) U ovom Ugovoru:

„Izmjene i dopune" znači izmjene i dopune koje su izvršene ili će se izvršiti u skladu s člankom 2. ovog Ugovora.

„Ugovor o izmjenama i dopunama" znači Ugovor o zajmu, kako je izmijenjen i dopunjen ovim Ugovorom.

„Datum stupanja na snagu" ima značenje navedeno u članku 3. ovog Ugovora.

„Ugovor o zajmu" ima značenje navedeno u uvodnoj izjavi A.

(b) Pojmovi definirani u Ugovoru o zajmu (bilo izravno ili upućivanjem na bilo koji drugi ugovor ili instrument) imat će, osim ako nije drugačije definirano, isto značenje u ovom Ugovoru. Odredbe članka 1. 2 Ugovora o zajmu imaju učinak kao da su u cijelosti navedene u ovom Ugovoru, na *mutatis mutandis* osnovi.

(c) Ugovor o zajmu i ovaj Ugovor će se čitati i tumačiti kao jedan dokument.

Članak 2. Izmjene, dopune i kontinuitet

(a) Sa stupanjem na snagu na i od Datuma stupanja na snagu, Ugovor o zajmu bit će izmijenjen i dopunjen kako je navedeno u Prilogu 1. ovom Ugovoru.

(b) Odredbe Ugovora o zajmu, osim kako su izmijenjene i dopunjene ovim Ugovorom, ostaju u potpunosti na snazi.

(c) Ovaj Ugovor predstavlja „Dokument o financiranju" u svrhu Ugovora o zajmu.

Članak 3. Datum stupanja na snagu

Datum stupanja na snagu bit će datum sklapanja ovog Ugovora.

Članak 4. Izjave i jamstva

(a) Zajmoprimac izjavljuje i jamči Izvornim zajmodavcima kako slijedi:

(1) Ima sva potrebna ovlaštenja i ovlasti, korporativne ili druge, da izvršava, isporučuje i provodi sve svoje obveze prema ovom Ugovoru i Ugovoru o zajmu kako je izmijenjen i dopunjen ovim Ugovorom.

(2) Poduzeo je sve potrebne radnje da odobri potpisivanje, isporuku i provedbu ovog Ugovora i Ugovora o zajmu kako je izmijenjen i dopunjen ovim Ugovorom.

(3) Ovaj Ugovor je propisno potpisao i isporučio, a ovaj Ugovor i Ugovor o zajmu kako je izmijenjen i dopunjen ovim Ugovorom predstavljaju njegove valjane i pravno obvezujuće obveze, koje se protiv njega mogu primijeniti u skladu s njihovim dotičnim uvjetima.

(4) Sve suglasnosti, ovlaštenja i radnje bilo koje vrste potrebne za valjano potpisivanje, isporuku i provedbu ovog Ugovora i za valjano izvršavanje Ugovora o zajmu izmijenjenog i dopunjenog ovim Ugovorom su pribavljene te su na punoj snazi.

(5) Za izvršenje i isporuku ovog Ugovora i izvršavanje svojih obveza prema ovom Ugovoru i Ugovoru o zajmu izmijenjenog i dopunjenog ovim Ugovorom nije potreban pristanak ili odobrenje bilo kojeg od njegovih vjerovnika te ono neće biti u sukobu s ili predstavljati povredu ili neispunjenje, ili kršiti bilo koju odredbu Povelje o osnivanju ili bilo kojeg sporazuma, zakona, pravila, uredbe, naloga, pisane naredbe, presude, zabrane, dekreta, odluke ili odobrenja koje se na njega primjenjuje.

(b) Svaka od izjava i jamstava koje se ponavljaju iz članka 17. Ugovora o zajmu smatrat će se ponovljenim na datum sklapanja ovog Ugovora kao da su dana u vezi s podnošenjem zahtjeva za Isplatu, pozivajući se na činjenice i okolnosti koje postoje na datum sklapanja ovog Ugovora, kao da je ovdje u cijelosti navedeno, na *mutatis mutandis* osnovi.

(c) Zajmoprimac potvrđuje da je dao gore navedene izjave i jamstva s namjerom da potakne Izvorne zajmodavce da sklope ovaj Ugovor i da su Izvorni Zajmodavci sklopili ovaj Ugovor na temelju i u potpunosti se oslanjajući na te izjave i jamstva.

Članak 5. Razno

(a) Sva upućivanja na „Ugovor" u Ugovoru o zajmu i svako upućivanje na Ugovor o zajmu u svim instrumentima i ugovorima sklopljenim prema njemu odnosit će se na Ugovor o zajmu kako je izmijenjen i dopunjen ovim Ugovorom.

(b) Ovaj Ugovor i dokumenti koji se spominju ovdje predstavljaju cjelokupnu obvezu strana u vezi s predmetom ovog Ugovora i zamjenjuju sve prethodne izraze namjere ili dogovore u vezi s njihovim predmetom.

(c) Ovaj Ugovor može se sklopiti u više primjeraka, od kojih se svaki smatra izvornikom, ali svi zajedno čine jedan te isti ugovor.

Članak 7. Mjerodavno pravo i rješavanje sporova

(a) Ovaj Ugovor će se regulirati i tumačiti u skladu s engleskim pravom.

(b) Odredbe članaka 8.03 (*Obavijesti*), 8.10 (*Povlastice i imuniteti EBOR-a*), 8.12 (*Sljednici i primatelji ustupanja; prava trećih strana*) i 8.14 (*Primjerci*) Ugovora o zajmu ovime se uključuju u ovaj Ugovor s namjerom da se te odredbe primjenjuju na ovaj Ugovor te prava i obveze strana u njemu, kao da su ovdje u cijelosti izložene, *mutatis mutandis*.

(c) Ništa u ovom Ugovoru neće se tumačiti kao odustajanje, odricanje ili druga izmjena bilo kojeg imuniteta, povlastica ili izuzeća EBOR-a dodijeljenih Sporazumom o osnivanju EBOR-a, međunarodnom konvencijom ili bilo kojim primjenjivim zakonom.

U POTVRDU TOGA, ugovorne su strane, djelujući preko svojih propisno ovlaštenih predstavnika, potpisale ovaj Ugovor i isti isporučile na gore navedeni datum.

POTPISI

ZAJMOPRIMAC

DIV GRUPA d.o.o.

Potpisao *<nečitki potpis>*
Ime i prezime:
Funkcija:

DIV GRUPA d.o.o.
10430 SAMOBOR, Bobovica 10/A
Tel. 01 3377-000, Fax. 01 3376-155
OIB: 33890755814
4

ZAJMODAVCI

Addiko Bank d.d.

Potpisao *<nečitki potpis>*
Ime i prezime: *DAVID SUMIĆ*
Funkcija: *RUKOVODITELJ, VELIKI POSLOVNI SUBJEKTI I* <nečitko>

Potpisao *<nečitki potpis>*
Ime i prezime: *ALEKSANDRA BARIŠIĆ*
Funkcija: *RUKOVODITELJ, POSLOVNI SUBJEKTI*

EUROPSKA BANKA ZA OBNOVU I RAZVOJ

Potpisao *<nečitki potpis>*
Ime i prezime:
Funkcija:

<žig>
Raquel Fernandez Romero
Glavna rukovoditeljica portfelja
Odjel za upravljanje operacijama

POVJERENIK LINIJE FINANCIRANJA

Addiko Bank d.d.

Potpisao *<nečitki potpis>*
Ime i prezime: *DAVID SUMIĆ*
Funkcija: *RUKOVODITELJ* <nečitko>

Potpisao *<nečitki potpis>*
Ime i prezime: *ALEKSANDRA BARIŠIĆ*
Funkcija: *RUKOVODITELJ, POSLOVNI SUBJEKTI*

POVJERENIK INSTRUMENTA OSIGURANJA

Potpisao *<nečitki potpis>*
Ime i prezime: DAVID SUMIĆ
Funkcija: RUKOVODITELJ *<nečitko>*

Potpisao *<nečitki potpis>*
Ime i prezime: *ALEKSANDRA BARIŠIĆ*
Funkcija: *RUKOVODITELJ, POSLOVNI SUBJEKTI*

PRILOG 1.

IZMJENE I DOPUNE UGOVORA O ZAJMU

Ugovor o zajmu bit će izmijenjen i dopunjen danom stupanja na snagu kako slijedi:

a) *Članak 6.1. Otplata Zajma 1. tranše i Zajma 2. tranše*

Nakon neviđene krize uzrokovane izbijanjem pandemije bolesti Covid-19 i naknadnim ozbiljnim negativnim utjecajem na globalno gospodarstvo uz priznavanje Zajmodavaca da Zajmoprimac trenutno radi na pripremi instrumenta za premošćivanje u očekivanju izdavanja obveznica, primitci od kojeg će se koristiti kako bi u cijelosti otplatio dug prema Zajmodavcima, a Zajmodavci i Zajmoprimac ovime su iznimno suglasni da će odgoditi otplatu glavnice zajma koja dospijeva na datum Otplate 16. studenog 2020. do sljedećeg datuma otplate koji je sada 15. siječnja 2021. godine.

Zajmodavci i Zajmoprimac su suglasni da će se sve kamate i naknade koje dospijevaju 16. studenog 2020. godine platiti prije realizacije odgode glavnice kredita, a u svakom slučaju najkasnije do 15. prosinca 2020. Uveden je novi Terminski plan otplate koji je predstavljen u nastavku

Datum otplate	**Postotak isplaćene glavnice Zajma 1. tranše i isplaćene glavnice Zajma 2. tranše koji se treba otplatiti**
15. svibnja 2019.	*9,09*
15. studenog 2019.	*9,09*
15. svibnja 2020.	*0 - otplata je odgođena zbog pandemije bolesti Covid-19*
16. studenog 2020.	*0 – otplata je odgođena zbog pandemije bolesti Covid-19 i priprema za refinanciranje Zajmoprimca*
15. siječnja 2021.	*18,18*
15. svibnja 2021.	*9,09*
15. studenog 2021.	*9,09*
15. svibnja 2022.	*9,09*
15. studenog 2022.	*9,09*
15. svibnja 2023.	*9,09*
15. studenog 2023.	*9,09*
15. svibnja 2024.	*9,10*

(b) **Članak 18.4 Informacije: razno** mijenja se dodavanjem

„Zajmoprimac će dostaviti dokaze u obliku potpisanog Lista uvjeta s ulagačima za instrument za premošćivanje u očekivanju izdavanja obveznica ili u bilo kojem drugom obliku prihvatljivom Zajmodavcima najkasnije do 15. prosinca 2020."

Ja, Dr. Heđi Varady, iz Zagreba, Milana Ogrizovića 5, stalni sudski tumač za engleski i mađarski jezik, postavljena od strane Županijskog suda Grada Zagreba, rješenjem broj: **4Su-1568/2019** *od 16. prosinca 2019., ovim potvrđujem da ovaj prijevod u potpunosti odgovara izvorniku na engleskom jeziku.*

Broj ovjere: ***775 / 2022***
U Zagrebu, 25. svibnja 2022.

STALNI SUDSKI TUMAČ ZA ENGLESKI I MAĐARSKI JEZIK
Court interpreter for English and Hungarian language
Állandó bírósági tolmács angol és magyar nyelvre
DR. HEDI VARADY
Ogrizovićeva 5
ZAGREB

AMENDMENT AGREEMENT No. 2
to the Loan Agreement dated 08 November 2018

between

DIV Grupa d.o.o. (the „Borrower")

EUROPEAN BANK
FOR RECONSTRUCTION AND DEVELOPMENT (the "EBRD"),

and

ADDIKO BANK d.d. (the "Addiko Bank")
(jointly the "Original Lenders")

ADDIKO BANK d.d. (the "Facility Agent")

ADDIKO BANK d.d. (the "Security Agent")

15 December 2020

AMENDMENT AGREEMENT NO. 2
TO THE LOAN AGREEMENT DATED 8 NOVEMBER 2018

This amendment agreement (this "Agreement"), dated 15 December 2020, is made by and between:

(1) **DIV Grupa d.o.o.** a limited liability company organised and existing under the laws of Croatia, registered with the court register of the commercial court in Zagreb under registration number 080127368, personal identification number 33890755814, having its registered seat at Bobovica 10/A, 10430 Samobor, Republic of Croatia (the "Borrower"); and

(2) **ADDIKO BANK** d.d., a bank duly established and existing under the laws of the Republic of Croatia, with its registered address at Slavonska avenija 6, 10000 Zagreb, Republic of Croatia, registered with the court register of the commercial court in Zagreb under registration number 080072083, personal identification number 14036333877 (the "Addiko"); and

(3) **EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT,** an international organisation formed by treaty, with its registered address at One Exchange Square, London EC2A 2JN, United Kingdom ("EBRD") and

Addiko together with EBRD the "**Original Lenders**"

(4) Addiko Bank d.d. a bank duly established and existing under the laws of the Republic of Croatia, with its registered address at Slavonska avenija 6, 10000 Zagreb, Republic of Croatia, registered with the court register of the commercial court in Zagreb under registration number 080072083, personal identification number 14036333877 (the "Facility Agent"); and

(5) a bank duly established and existing under the laws of the Republic of Croatia, with its registered address at Slavonska avenija 6, 10000 Zagreb, Republic of Croatia, registered with the court register of the commercial court in Zagreb under registration number 080072083, personal identification number 14036333877 (the "Security Agent"); and

WHEREAS:

(A) The Borrower entered into a loan agreement dated 8 November 2018 as amended by the Waiver letter agreement dated 06 May 2019 and by Amendment Agreement No. 1 dated 18 May 2020 (as amended, the "Loan Agreement"), with Original Lenders

(B) The Borrower and Original Lenders wish to amend the Loan Agreement in certain respects, on and subject to the provisions of this Agreement.

NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows:

Section 1. Definitions and Interpretation

(a) In this Agreement:

"Amendments" means the amendments made or to be made pursuant to Section 2 of this Agreement.

"Amended Agreement" means the Loan Agreement, as amended by this Agreement.

"Effective Date" has the meaning given in Section 3 of this Agreement.

"Loan Agreement" has the meaning given in Recital A.

(b) Terms defined in the Loan Agreement (whether directly or by reference to any other agreement or instrument) shall, unless otherwise defined herein, have the same meaning in this Agreement. The provisions of Section 1. 2 of the Loan Agreement shall have effect as if set out in this Agreement in full, on a *mutatis mutandis* basis.

(c) The Loan Agreement and this Agreement shall be read and construed as a single document.

Section 2. Amendment and Continuity

(a) With effect on and from the Effective Date, the Loan Agreement shall be amended by the amendments set out in Schedule 1 to this Agreement.

(b) The provisions of the Loan Agreement shall, save as amended by this Agreement, continue in full force and effect.

(c) This Agreement shall constitute a "Finance Document" for the purpose of the Loan Agreement.

Section 3. Effective Date

The Effective Date shall be the date of this Agreement.

Section 4. Representations and Warranties

(a) The Borrower represents and warrants to the Original Lenders as follows:

(1) It has all requisite power and authority, corporate or otherwise, to execute, deliver and perform all of its obligations under this Agreement and the Loan Agreement as amended by this Agreement.

(2) It has taken all necessary action to authorise the execution, delivery and performance by it of this Agreement and the Loan Agreement as amended by this Agreement.

(3) This Agreement has been duly executed and delivered by it and this Agreement and the Loan Agreement as amended by this Agreement constitute its valid and legally binding obligations, enforceable against it in accordance with their respective terms.

(4) All consents, authorisations and actions of any kind necessary for the valid execution, delivery and performance by it of this Agreement and for the valid performance of the Loan Agreement as amended by this Agreement have been obtained and are in full force and effect.

(5) The execution and delivery by it of this Agreement and the performance by it of its obligations under this Agreement and under the Loan Agreement as amended by this Agreement do not require the consent or approval of any of its creditors and will not conflict with or constitute a breach or default under or violate any provision of its Charter or any agreement, law, rule, regulation, order, writ, judgement, injunction, decree, determination or award applicable to it.

(b) Each of the repeating representations and warranties contained in Sections 17 of the Loan Agreement shall be deemed to be repeated on the date of this Agreement as if made in connection with the submission of a Disbursement request, by reference to the facts and circumstances then existing on the date of this Agreement, as if set out herein in full, on a *mutatis mutandis* basis.

(c) The Borrower acknowledges that it has made the foregoing representations and warranties with the intention of inducing the Original Lenders to enter into this Agreement and that the Original Lenders have entered into this Agreement on the basis of, and in full reliance on, each of such representations and warranties.

Section 5. Miscellaneous

(a) All references to "the Agreement" in the Loan Agreement and all reference to the Loan Agreement in all instruments and agreements executed thereunder shall refer to the Loan Agreement as amended by this Agreement.

(b) This Agreement and the documents referred to herein constitute the entire obligation of the parties hereto with respect to the subject matter hereof and shall supersede any prior expressions of intent or understandings with respect to their subject matter.

(c) This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Section 6. Governing Law and Dispute Resolution

(a) This Agreement shall be governed by and construed in accordance with English law.

(b) The provisions of Sections 8.03 (*Notices*), 8.10 (*Privileges and Immunities of EBRD*), 8.12 (*Successors and Assigns; Third Party Rights*) and 8.14 (*Counterparts)* of the Loan Agreement are hereby incorporated by reference into this Agreement with the intent that such provisions be applicable to this Agreement and the rights and obligations of the parties hereto, as if set forth herein in full, *mutatis mutandis*.

(c) Nothing in this Agreement shall be construed as a waiver, renunciation or other modification of any of the immunities, privileges or exemptions of EBRD accorded under the Agreement Establishing EBRD, international convention or any applicable law.

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorised representatives, have caused this Agreement to be executed and delivered on the date first above written.

SIGNATURES

BORROWER

DIV GRUPA d.o.o.

By ____________________ DIV GRUPA d.o.o.
Name: 10430 SAMOBOR, Bobovica 10/A
Title: Tel. 01 3377-000, Fax. 01 3376-155
OIB: 33890755814
4

LENDERS

Addiko Bank d.d.

By ____________________
Name: DAVID ŠUHI
Title: MANAGER, LARGE CORPORATE AND PUBLIC FINANCE

Addiko Bank
Addiko Bank d.d., Slavonska avenija 6, HR-10000 Zagreb 57.

By ____________________
Name: ALEKSANDRA BARIČIĆ
Title: MANAGER, BUSINESS ENTITIES

EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT

By ____________________
Name:
Title:

Raquel Fernandez Romero
Principal Portfolio Manager
Operation Administration Department

FACILITY AGENT

Addiko Bank d.d.

By ____________________
Name: DAVID ŠUHI
Title: MANAGER, LARGE AND PUBLIC FINANCE

Addiko Bank
Addiko Bank d.d., Slavonska avenija 6, HR-10000 Zagreb 57.

By ____________________
Name: ALEKSANDRA BARIČIĆ
Title: MANAGER, BUSINESS ENTITIES

SECURITY AGENT

Addiko Bank d.d.

By ______________________
Name: [illegible] IVANA SIMIĆ
Title: LARGE CORPORATE AND PUBLIC FINANCE

By ______________________
Name: ALEKSANDRA BATRIŠIĆ
Title: MANAGER, BUSINESS ENTITIES

SCHEDULE 1

AMENDMENTS TO THE LOAN AGREEMENT

The Loan Agreement shall be amended as of the Effective Date as follows:

a) *Section 6.1 Repayment of Tranche 1 and Tranche 2 Loan*

Following unprecedented crisis caused by outbreak of covid-19 pandemic and subsequent sever negative impact on the global economy and with the Lenders acknowledging the fact that the Borrower is currently working on preparation of the bridge-to-bond facility, proceeds of which are to be used to repay the Lenders in full, the Lenders and the Borrower, hereby, on an exception basis, agree to defer repayment of the loan principal due on the Repayment date 16 November 2020 to the next repayment date schedule now for 15 January 2021.

The Lenders and the Borrower agree that all interest and fees that are due on 16 November 2020 are to be paid before realization of loan principal deferral and in any event no later than by 15 December 2020. The new Repayment Schedule is introduced and is presented below

Repayment Date	**Percentage of the disbursed Tranche 1 Loan principal and the disbursed Tranche 2 Loan principal to be repaid**
15 May 2019	9.09
15 November 2019	9.09
15 May 2020	0 - repayment deferred due to covid-19 pandemic
16 November 2020	0 - repayment deferred due to covid-19 pandemic and preparation of refinancing by the Borrower
15 January 2021	18.18
15 May 2021	9.09
15 November 2021	9.09
15 May 2022	9.09
15 November 2022	9.09
15 May 2023	9.09
15 November 2023	9.09
15 May 2024	9.10

b) Section 18.4 Information: miscellaneous shall be amended by adding the

"Borrower will deliver evidence in a form of signed Term Sheet with investors for bridge-to-bond facility or in any other form acceptable to Lenders, by no later than 15 December 2020"

STALNI SUDSKI TUMAČ ZA ENGLESKI I MAĐARSKI JEZIK
Court interpreter for English and Hungarian language
Állandó bírósági tolmács angol és magyar nyelvre
DR. HEDI VARADY
Ognizovićeva 5
ZAGREB

ADDITIONAL AGREEMENT
to the Loan Agreement dated 08 November 2018

between

DIV Grupa d.o.o. (the "Borrower")

EUROPEAN BANK
FOR RECONSTRUCTION AND DEVELOPMENT (the "EBRD")

and

ADDIKO BANK d.d. (the "Addiko Bank")

(jointly the "Original Lenders")

ADDIKO BANK d.d. (the "Facility Agent")

ADDIKO BANK d.d. (the "Security Agent")

28 February 2024

ADDITIONAL AGREEMENT
TO THE LOAN AGREEMENT DATED 8 NOVEMBER 2018

This Additional Agreement to the Loan Agreement dated 8 November 2018 (the "**Addendum**"), dated 28 February 2024, is made by and between:

DIV GRUPA d.o.o. a limited liability company organised and existing under the laws of Croatia, registered with the court register of the Commercial Court in Zagreb under registration number (MBS) 080127368, Croatian personal identification number (OIB) 33890755814, having its registered seat at Bobovica 10A, 10430 Samobor, Republic of Croatia (the "**Borrower**"); and

Addiko Bank d.d., a bank duly established and existing under the laws of the Republic of Croatia, with its registered address at Slavonska avenija 6, 10000 Zagreb, Republic of Croatia, registered with the court register of the Commercial Court in Zagreb under registration number (MBS) 080072083, Croatian personal identification number 14036333877 (the "**Addiko**"); and

EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT, an international organisation formed by treaty, with its headquarters at Five Bank Street, London E14 4BG, United Kingdom ("**EBRD**")(Addiko together with EBRD the "**Original Lenders**"); and

Addiko Bank d.d., a bank duly established and existing under the laws of the Republic of Croatia, with its registered address at Slavonska avenija 6, 10000 Zagreb, Republic of Croatia, registered with the court register of the Commercial Court in Zagreb under registration number (MBS) 080072083, Croatian personal identification number 14036333877 (in its capacity as the facility agent: the "**Facility Agent**"); and

Addiko Bank d.d., a bank duly established and existing under the laws of the Republic of Croatia, with its registered address at Slavonska avenija 6, 10000 Zagreb, Republic of Croatia, registered with the court register of the Commercial Court in Zagreb under registration number (MBS) 080072083, Croatian personal identification number 14036333877 (in its capacity as the security agent: the "**Security Agent**").

WHEREAS:

(A) The Borrower entered into the Loan Agreement dated 8 November 2018 as amended by the Waiver Letter Agreement dated 6 May 2019, by Amendment Agreement No. 1 dated 18 May 2020 and by the Amendment Agreement No. 2 dated 15 December 2020 (as amended, the "**Loan Agreement**"), with Original Lenders.

(B) On 25 May 2022, the Facility Agent has delivered the Notice of Default and Notice of Acceleration (the "**Notice of Default and Acceleration**") to the Borrower whereby it has declared the events and circumstances stated in that notice are Events of Default in terms of Section 19.5 (Breach of contractual obligations) of the Loan Agreement and has declared all sums under the Loan Agreement to be immediately due and payable pursuant to Section 21.17 (Acceleration) of the Loan Agreement.

20 b

(C) On 25 May 2022, the total obligation of the Borrower towards the Lenders under the Loan Agreement amounted to EUR 15,467,630.81 as specified in the specification appended to the Notice of Default and Acceleration,

(D) The Borrower has undergone a restructuring within a pre-bankruptcy proceeding (Croatian: *predstečajni postupak*) before the Commercial Court in Zagreb under reference number St-1329/2022 (the "**Pre-bankruptcy Proceeding**"). The Commercial Court in Zagreb has confirmed the restructuring plan (the "**Restructuring Plan**") of the Borrower approved by its creditors with the decision of 16 June 2023. The Commercial Court in Zagreb has concluded the Pre-bankruptcy Proceedings of the Borrower with its decision of 20 December 2023. The decision to conclude the Pre-Bankruptcy Proceedings became final on 24 January 2024.

(E) Pursuant to the Restructuring Plan, the Borrower proposed that the amounts owed to the Lenders are repaid under the terms and conditions defined in the Restructuring Plan.

(F) Pursuant to the Restructuring Plan, the Borrower agreed to execute with the Original Lenders an addendum to the Loan Agreement to regulate their mutual relations following the approval of the Restructuring Plan, at the latest within 8 days as from the finality of the decision on completion of the prebankruptcy proceedings.

(G) The Borrower and the Finance Parties wish to regulate their mutual relations in respect to the approved Restructuring Plan and to agree on how to implement the terms and conditions of the Restructuring Plan.

NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows:

1. Definitions and Interpretation

(a) In addition to terms defined elsewhere in this Addendum, the following terms shall have the following meaning:

Bankruptcy Act	means the Bankruptcy Act (Croatian: *Stečajni zakon*) published in the official gazette of the Republic of Croatia nos. 71/2015, 104/2017, 36/2022.
Finance Documents	has the meaning given in the Loan Agreement.
Loan Agreement	has the meaning given in Recital A.
Restructured Debt	has the meaning given to that term in Section 2(a) of this Addendum.

(b) Terms defined in the Loan Agreement (whether directly or by reference to any other agreement or instrument) shall, unless otherwise defined herein, have the same meaning in this Addendum. The provisions of Section 1.2 and Section 1.3 of the Loan Agreement shall have effect as if set out in this Addendum in full, on a *mutatis mutandis* basis.

(c) The Loan Agreement and this Addendum shall be read and construed as a single document.

(d) This Addendum shall constitute a "Finance Document" for the purpose of the Loan Agreement.

2. Outstanding amounts

(a) Subject to the Borrower fulfilling its obligations towards the Lenders as assumed in the Restructuring Plan, the Borrower and the Finance Parties agree that outstanding debt of the Borrower under the Loan Agreement and the Restructuring Plan (the "**Restructured Debt**") is, as on 24 January 2024, as specified in this Addendum.

(b) The Restructured Debt consists of two tranches, as follows:

(i) tranche A in the amount of EUR 9,466,551.71 which corresponds to the amounts owed by the Borrower to Addiko Bank; and

(ii) tranche B in the amount of EUR 5,952,773.52 which corresponds to the amounts owed by the Borrower to EBRD.

(c) The Borrower shall pay the Restructured Debt to the Facility Agent as defined in the Restructuring Plan and this Addendum regardless of the tranches as specified in paragraph (b) above.

(d) Security Agent is a joint and several creditor of the entire Restructured Debt as defined in the Finance Documents.

(e) The Borrower hereby acknowledges the Restructured Debt as specified in this Addendum.

3. Repayment schedule

The Borrower Shall repay the Restructured Debt as specified in the Restructuring Plan pursuant to the Repayment Schedule attached to this Addendum as its Schedule 1.

4. Interests payment

(a) The Borrower shall pay regular interest agreed in the Restructuring Plan, as specified in the Indicative Interest Payment Schedule attached to this Addendum as its Schedule 2.

(b) The Borrower and Finance Parties agree that the Facility Agent may, as may be required from time to time, adjust the Indicative Interest Payment Schedule and deliver it to the Borrower and Finance Parties pursuant to the Section 30 of the Loan Agreement.

(c) Unless instructed differently by the Facility Agent, the Borrower shall pay interests in accordance with the most recent Indicative Interest Payment Schedule notified by the Facility Agent.

5. Financial and other calculations

The Borrower agrees and acknowledges that all calculations of the amounts owed by the Borrower under the Restructuring Plan as well as calculation of due dates shall be made by the Finance Parties in line with the Loan Agreement.

6. Finance Documents and Security Instruments

(a) Except to the extent as explicitly defined in the Restructuring Plan (in respect to the repayment of the Restructured Debt and payment of interests thereon), the Borrower hereby explicitly confirms that all Finance Documents (including all the Security Instruments) that existed prior to opening of the Pre-Bankruptcy Proceedings remain in full force and effect and that the Finance Parties may fully rely on them and exercise each and every right they have under each such Finance Document.

(b) Finance Parties may use any Security Document to seek enforcement of Restructured Debt in accordance with its terms upon its maturity.

(c) For avoidance of any doubt and without affecting the generality of the foregoing, the Borrower further explicitly acknowledges that all Security Documents and each and every Security created thereunder remain in full force and continue to secure all amounts owed to the Finance Parties under the Finance Documents and the Restructuring Plan (including the Restructured Debt), including in particular:

(i) the Mortgage Agreement;

(ii) the Movables Pledge Agreement;

(iii) the Share Pledge Agreements (except in respect to shares in DIV d.o.o., Sarajevo, registered with the Court Register of the Municipality Court in Sarajevo under registration number 65-01-0362-14, personal identification number 4200977520006, which were never created);

(iv) the Majority Owner Share Pledge Agreement;

(v) the Assignment of Insurance Receivables Agreement;

(vi) the Bills of Exchange;

(vii) Debentures; and

(viii) Debenture Note Brodosplit.

(d) Considering that the Restructured Debt consists of two tranches, immediately upon signing this Addendum, the Borrower shall issue four new debentures (Croatian: *zadužnice*) in favour of the Lenders pursuant to the Croatian Enforcement Act (Croatian: *Ovršni zakon*) and certified as to its content by a Croatian notary public, pursuant to which the Borrower consents to seizure of its respective bank accounts and the transfer of the monies so seized directly to the Lenders as a security for repayment of the Restructured Debt and any interest, default interest, fees, charges and additional payment obligations due by the Borrower in accordance with the Loan Agreement and the Restructuring Plan, which debentures shall be in form and substance satisfactory to the Lenders (together: the "**New Debentures**"), as follows:

(i) two new debentures to Addiko, each in the amount of EUR 9,466,551.71 (the principal amount of tranche A) increased by regular interests and default interests as specified in the Restructuring Plan; and

(ii) two new debentures to EBRD, each in the amount of EUR 5,952,773.52 (the principal amount of tranche B) increased by regular interests and default interests as specified in the Restructuring Plan.

(e) The Security Agent shall return the existing Debentures upon receipt of New Debentures. Security Agent shall forward the New Debentures to each respective Lender.

(f) The Borrower agrees that if any part of the Restructured Debt becomes due and payable, the Lenders are entitled to use their New Debentures to collect any such amount. The Borrower further agrees that it will not use any objection or a recourse available to it under any law to oppose or prevent the Lenders from collecting any amount under the New Debentures. In particular, the Borrower will not request and hereby irrevocably and unconditionally waives any right to request that any enforcement of any claim under the New Debentures is declared unpermitted or to request return of any funds collected under the New Debentures, including pursuant to Article 71 paragraph (4) of the Bankruptcy Act or any similar or analogous provision, including and provision amending or replacing that provision.

7. Events of Default

(a) If the Borrower significantly defaults with payment of the Restructured Debt, interests or any other amount in accordance with the Restructuring Plan or this Addendum or does not perform any other obligation undertaken towards Finance Parties under the Restructuring Plan or the Finance Documents, postponed maturity of the Restructured Debt in accordance with this restructuring plan shall automatically cease to have effect in respect to the Lenders and the Restructured Debt will immediately become due and payable.

(b) It shall be deemed that the Borrower has significantly defaulted with payment in terms of the previous paragraph if it has not paid a monetary obligation towards Finance Parties when due even after a Finance Party has reminded it in writing (in a manner as defined in Section 30 of the Loan Agreement) in which it has left the Borrower at least an additional 15 days to make the payment. The entire outstanding Restructured Debt will be automatically and immediately due and payable on the first calendar day following the expiry of the additional period left by the Finance Party in the aforementioned remainder, without the need for any further action from any Finance Party.

(c) For avoidance of any doubt, the Borrower and Finance Parties explicitly agree that Section 21 (*Events of default*) and Section 30 (*Notices*) apply to any Default under or in connection with the Restructuring Plan and this Addendum.

8. Representations and Warranties

(a) The Borrower represents and warrants to the Lenders as follows:

(i) It has all requisite power and authority, corporate or otherwise, to execute, deliver and perform all of its obligations under the Restructuring Plan, this

Addendum and the Loan Agreement (as amended by the Restructuring Plan and this Addendum).

(ii) This Addendum has been duly executed and delivered by it and this Addendum and the Loan Agreement (as amended by the Restructuring Plan and this Addendum) constitute its valid and legally binding obligations, enforceable against it in accordance with their respective terms.

(iii) The execution and delivery by it of this Addendum and the performance by it of its obligations under this Addendum and under the Loan Agreement as amended by this Addendum do not require the consent or approval of any of its creditors, pre-bankruptcy commissioner or any authority and will not conflict with or constitute a breach or default under or violate any provision of its Charter or any agreement, law, rule, regulation, order, writ, judgement, injunction, decree, determination or award applicable to it.

(b) Each of the repeating representations and warranties contained in Sections 17 of the Loan Agreement shall be deemed to be repeated on the date of this Addendum as if made in connection with the submission of a Disbursement request, by reference to the facts and circumstances then existing on the date of this Addendum, as if set out herein in full, on a *mutatis mutandis* basis.

9. Governing Law and Dispute Resolution

(a) This Addendum shall be governed by and construed in accordance with English law.

(b) The provisions of Section 37.2 (*Arbitration and jurisdiction*) and Section 37.3 (*Privileges and immunities of EBRD*), of the Loan Agreement are hereby incorporated by reference into this Addendum with the intent that such provisions be applicable to this Addendum and the rights and obligations of the parties hereto, as if set forth herein in full, *mutatis mutandis*.

(c) Nothing in this Addendum shall be construed as a waiver, renunciation or other modification of any of the immunities, privileges or exemptions of EBRD accorded under the Agreement Establishing EBRD, international convention or any applicable law.

10. Counterparts

This Addendum may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorised representatives, have caused this Addendum to be executed and delivered on the date first above written.

SIGNATURES

BORROWER

DIV GRUPA d.o.o.

By: ______________________

Name: Vedrana Debeljak

Title: proxy (prokurist)

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

LENDERS

Addiko Bank d.d.

By: ______________________	By: ______________________
Name: Mario Žižek	Name: Ana Dorić Škeva
Title: president of the management board	Title: member of the management board

EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT

By: ______________________

Name: Mark Davis

Title: Director, Regional Head of Central Europe

FACILITY AGENT

Addiko Bank d.d.

By: ______________________	By: ______________________
Name: Mario Žižek	Name: Ana Dorić Škeva
Title: president of the management board	Title: member of the management board

SECURITY AGENT

Addiko Bank d.d.

By: ______________________	By: ______________________
Name: Mario Žižek	Name: Ana Dorić Škeva
Title: president of the management board	Title: member of the management board

Addiko Bank
Addiko Bank d.d., Slavonska avenija 6, HR-10000 Zagreb 43.

Ja, javni bilježnik **Ilinka Lisonek**, Zagreb, Trg hrvatskih velikana 4,
potvrđujem da je stranka:

DIV GRUPA d.o.o., MBS 080127368, OIB 33890755814, Samobor, Bobovica 10A, zastupano po prokurist **VEDRANA DEBELJAK, OIB 39909061819, BREGANA,SAMOBOR, ULICA AUGUSTA ŠENOE 48**, u mojoj nazočnosti priznala potpis na pismenu kao svoj. Potpis na pismenu je istinit. Istovjetnost podnositelja pismena utvrdila sam temeljem osobne iskaznice br. 117962546 PP Samobor, ovlaštenje za zastupanje utvrđeno je uvidom u sudski registar elektroničkim putem na današnji dan.
MARIO ŽIŽEK, OIB 39695271565, ZAGREB, GRAD ZAGREB, ULICA FRANA KESTERČANEKA 2 A, kao predsjednik uprave društva **Addiko Bank d.d., OIB 14036333877, Zagreb, Slavonska avenija 6**, priznala potpis na pismenu kao svoj. Potpis na pismenu je istinit. Istovjetnost utvrđena temeljem Zapisnika o deponiranju potpisa OU-38/2022, a ovlaštenje za zastupanje utvrđeno je uvidom u sudski registar elektroničkim putem na današnji dan
ANA DORIĆ ŠKEVA, OIB 98261117322, ZAGREB, GRAD ZAGREB, ULICA BRUNE BUŠIĆA 3, kao članu uprave **Addiko Bank d.d., OIB 14036333877, Zagreb, Slavonska avenija 6** , priznala potpis na pismenu kao svoj. Potpis na pismenu je istinit. Istovjetnost utvrđena temeljem Zapisnika o deponiranju potpisa OU-461/2022, ovlaštenje za zastupanje utvrđeno je uvidom u sudski registar elektroničkim putem na današnji dan.
MARK STIVEN DAVIS, SJEDINJENE AMERIČKE DRŽAVE, MADISON MARYLAND, 1260 Old Madison Road 1260 kao punomoćnik Europske Banke za obnovu i razvoj sa sjedištem u 5 Bank Street, London, E14 4BG, Engleska, Ujedinjeno Kraljevstvo (EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT "EBRD"), u mojoj nazočnosti priznala potpis na pismenu kao svoj. Potpis na pismenu je istinit. Istovjetnost podnositelja pismena utvrdila sam temeljem Putovnice Sjedinjenih Američkih Država br. P USA 565847968 United State Department of State, a ovlaštenje za zastupanje utvrdili smo uvidom u Potvrdu od 04. rujna 2023. ovjerenu po javnom bilježniku, London, Barrington William Hooke s Apostille od 06. rujna 2023. pod br. APO-PW29-MO6H-IH02-8ODR i ovjereni prijevod sa engleskog jezika sastavljen po sudskom tumaču za engleski i njemački jezik Luka Rimac, Br.OV-4/2024 od 28.02.2024.

Javnobilježnička pristojba za ovjeru po tar. br. 11. st. 4. ZJP naplaćena u iznosu 5,32 eur.
Javnobilježnička nagrada po čl. 19. st. 1. PPJT zaračunata u iznosu od 15,96 eur uvećana za PDV u iznosu od 3,99 eur.

Broj: OV-1556/2024
Zagreb, 28.02.2024.

Javni bilježnik
Ilinka Lisonek

REPUBLIKA HRVATSKA
9
ZAGREB
JAVNI BILJEŽNIK ILINKA LISONEK

Schedule 1 Repayment Schedule

No.	Repayment Date	Principal (Tranche A) in EUR	Principal (Tranche B) in EUR	Total principal due for repayment in EUR
1	29.02.2024	295,829.74	186,024.17	481,853.91
2	31.05.2024	295,829.74	186,024.17	481,853.91
3	31.08.2024	295,829.74	186,024.17	481,853.91
4	30.11.2024	295,829.74	186,024.17	481,853.91
5	28.02.2025	295,829.74	186,024.17	481,853.91
6	31.05.2025	295,829.74	186,024.17	481,853.91
7	31.08.2025	295,829.74	186,024.17	481,853.91
8	30.11.2025	295,829.74	186,024.17	481,853.91
9	28.02.2026	295,829.74	186,024.17	481,853.91
10	31.05.2026	295,829.74	186,024.17	481,853.91
11	31.08.2026	295,829.74	186,024.17	481,853.91
12	30.11.2026	295,829.74	186,024.17	481,853.91
13	28.02.2027	295,829.74	186,024.17	481,853.91
14	31.05.2027	295,829.74	186,024.17	481,853.91
15	31.08.2027	295,829.74	186,024.17	481,853.91
16	30.11.2027	295,829.74	186,024.17	481,853.91
17	29.02.2028	4,733,275.87	2,976,386.80	7,709,662.67
Total		**9,466,551.71**	**5,952,773.52**	**15,419,325.23**

Schedule 2 Indicative Interest Payment Schedule

No.	Payment Date	Interest Rate	Outstanding principal (Tranche A) in EUR	Interest (Tranche A) in EUR	Outstanding principal (Tranche B) in EUR	Interest (Tranche B) in EUR	Total interest due for payment in EUR
1	29.02.2024	4.00%	9,466,551.71	37,866.21	5,952,773.52	23,811.09	61,677.30
2	31.05.2024	4.00%	9,170,721.97	93,745.16	5,766,749.35	58,948.99	152,694.15
3	31.08.2024	4.00%	8,874,892.23	90,721.12	5,580,725.18	57,047.41	147,768.53
4	30.11.2024	4.00%	8,579,062.49	86,743.85	5,394,701.01	54,546.42	141,290.27
5	28.02.2025	4.00%	8,283,232.75	82,832.33	5,208,676.84	52,086.77	134,919.10
6	31.05.2025	4.00%	7,987,403.01	81,649.01	5,022,652.67	51,342.67	132,991.68
7	31.08.2025	4.00%	7,691,573.27	78,624.97	4,836,628.50	49,441.09	128,066.06
8	30.11.2025	4.00%	7,395,743.53	74,779.18	4,650,604.33	47,022.78	121,801.96
9	28.02.2026	4.00%	7,099,913.79	70,999.14	4,464,580.16	44,645.80	115,644.94
10	31.05.2026	4.00%	6,804,084.05	69,552.86	4,278,555.99	43,736.35	113,289.21
11	31.08.2026	4.00%	6,508,254.31	66,528.82	4,092,531.82	41,834.77	108,363.59
12	30.11.2026	4.00%	6,212,424.57	62,814.52	3,906,507.65	39,499.13	102,313.65
13	28.02.2027	4.00%	5,916,594.83	59,165.95	3,720,483.48	37,204.83	96,370.78
14	31.05.2027	4.00%	5,620,765.09	57,456.71	3,534,459.31	36,130.03	93,586.74
15	31.08.2027	4.00%	5,324,935.35	54,432.67	3,348,435.14	34,228.45	88,661.12
16	30.11.2027	4.00%	5,029,105.61	50,849.85	3,162,410.97	31,975.49	82,825.34
17	29.02.2028	4.00%	4,733,275.87	47,858.68	2,976,386.80	30,094.58	77,953.26
Total				**1,166,621.03**		**733,596.65**	**1,900,217.68**

LUKA RIMAC
Stalni sudski tumač za njemački i engleski jezik

Ovaj prijevod sastoji se od stranica 5 / listova 12
Br. Ov. 4/2024
Datum: 28.02.2024.

OVJERENI PRIJEVOD S ENGLESKOG JEZIKA

STALNI SUDSKI TUMAČ ZA ENGLESKI I NJEMAČKI JEZIK
M.P.
LUKA RIMAC, dipl. iur.
ZAGREB

/potpis/

JOHN NEWTON & SONS

IMENOVANI BILJEŽNICI
PREVODITELJI
Legalizacijske i konzularne usluge

60 Cannon Street
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Telefaks:
(020) – 7283 3878

E-mail:
Johnnewtonsons@BTinternet.com

BARRINGTON W. HOOKE, LL.B.
Imenovani bilježnik
Prevoditelj

Mobitel:
(07802) – 47 56 49

JA, BARRINGTON WILLIAM HOOKE, JAVNI BILJEŽNIK iz GRADA LONDONA, valjano imenovan i prisegnut Kraljevskom vlašću, s uredom u navedenom Gradu, **OVIME OVJERAVAM** svima kojih se to tiče ili može ticati da je potpis stavljen na dnu ovdje priložene Potvrde istinit i vlastoručan potpis **KAZUHIKO KOGUCHI (čiji identitet sam utvrdio uvidom u japansku putovnicu br. TR5009491)**, koji djeluje u svojstvu generalnog tajnika EUROPSKE BANKE ZA OBNOVU I RAZVOJ (u daljnjem tekstu: "Banka"), 5 BANK STREET, LONDON, E14 4BG, ENGLESKA, a koji je navedenu Potvrdu potpisao u ime i za račun Banke.

NADALJE OVJERAVAM da je pečat stavljen na priloženu Potvrdu istiniti pečat Banke kao i da je navedeni generalni tajnik Banke ovlašten potvrditi stavljeni pečat u skladu s Direktivom naslova "Potpisivanje na pisanim instrumentima: imenovanje službenika i članova osoblja" od dana 26. lipnja 2023. godine izdanom od strane Predsjednika Europske banke za obnovu i razvoj ("Banka") u skladu s člankom 30.4, Ugovora o osnivanju Banke.

BUDUĆI DA JE ZA GORE NAVEDENO PROPISAN OBLIK AKTA ja, navedeni bilježnik, izdajem ovaj dokument s javnobilježničkim pečatom mog javnobilježničkog ureda i na isti stavljam pečat ureda za svrhe i potrebe prema prilikama.

IZDANO I SAČINJENO u LONDONU dana 4. rujna 2023.

Suhi žig s jamstvenikom: **"JAVNI BILJEŽNIK, LONDON"**

/potpis nečitak/
JAVNI BILJEŽNIK,

LONDON

APOSTILLE (Convention de la Haye du 5 pctobre 1961)		
1. Država:	Ujedinjeno Kraljevstvo Velike Britanije i Sjeverne Irske	
Ova javna isprava		
2. potpisana je od	Barrington William Hooke	
3. u svojstvu	javnog bilježnika	
4. Ovjerena je pečatom/štambiljem	navedenog javnog bilježnika	
Potvrđeno		
5. u Londonu	**6. dana** 06. rujna 2023.	
7. od strane	glavnog državnog tajnika Njegovog veličanstva za vanjske poslove, poslove Commonwealtha i poslove razvoja	
8. pod br.	APO-PW29-MO6H-IH02-8ODR	
9. pečat/štambilj: */otisak okruglog pečata:/* **"MINISTARSTVO VANJSKIH POSLOVA, POSLOVA COMMONWEALTHA I POSLOVE RAZVOJA LONDON"**	**10. potpis** A. Khan */nečitak potpis/*	

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POTVRDA

Ja, Kazuhiko Koguchi, generalni tajnik Europske banke za obnovu i razvoj ("**Banka**"), međunarodna financijska institucija osnovana i postoji prema Ugovoru o osnivanju Europske banke za obnovu i razvoj od dana 29. svibnja 1990. godine, kako je isti izmijenjen i dopunjen ("**Ugovor o osnivanju Banke**"), sa sjedištem u 5 Bank Street, London, E14 4BG, Engleska, Ujedinjeno Kraljevstvo, ovime potvrđujem da:

(a) Članak 30.4 Ugovora o osnivanju Banke propisuje:

"*Predsjednik će biti ovlašteni zakonski zastupnik Banke*".

(b) U skladu s Direktivom naslova "Potpisivanje na pisanim instrumentima: imenovanje službenika i članova osoblja" ("**Direktiva**") i Priloga priloženog Direktivi, od dana 26. lipnja 2023. godine i s učinkom od istoga dana, potpisanom od strane Predsjednika u skladu s člankom 30.4 Ugovora o osnivanju Banke, Direktor, Bankarskog odjela, može potpisati sljedeće pisane isprave navedene u točkama (1)(a), (1)(b), (2), 3(a), 4, 6(a), 6(b), 6(c) i 6(f) Priloga Direktive u ime i za račun Banke:

(1)(a) Ugovore i instrumente kojima Banka preuzima obvezu odobriti kredite ili druge oblike dugovanja, vlasničkih ulaganja, jamstava i preuzimanja obveze upisa ili ulaska u bilo koji slični posao, uključujući, ali ne ograničavajući se na, ugovore o kreditu, ugovore o upisu, ugovore o kupoprodaji, ugovore o kupnji sudjelujućih interesa, ugovore o otkupu potraživanja, akreditive, bezuvjetne obveze naknade te ugovore i instrumente kojima Banka otuđuje bilo koji vlasnički ulog, uključujući ugovore o kupoprodaji dionica, odnosno poslovnih udjela ili sudjelujućih interesa;

(1)(b) financijske obveze sukladno kreditima, vlasničkim ulaganjima i jamstvima, akreditivima i ugovorima o bezuvjetnim obvezama naknade;

(2) Ugovori i instrumenti koji se potpisuje za potrebe pripreme ili provedbe ugovora i instrumenata navedenih u točki (1)(a) ili (1)(b) iznad, uključujući, ali ne ograničavajući se na, mandatne ugovore, izjave o preuzimanju obveze čuvanja povjerljivosti, okvirne ugovore o agencijskim kreditnim linijama, ugovore o provedbi ili su-financiranju agencijskih kreditnih linija, projektne ugovore, okvirne ugovore za obveznice ili vlasničke uloge, ugovore ili instrumente kojima se u korist Banke zasnivanju sredstva osiguranja ili jamstva te za registraciju i izvršenje istih, ili bilo koju korespondenciju s nadležnim registrima u odnosu na takva sredstva osiguranja, ugovore o sudjelovanju u sredstvima osiguranja, međuvjerovničke ugovore, ugovore koje se odnose na raspolaganje imovinom na kojoj je zasnovano sredstvo osiguranja u korist Banke, ugovore o financiranju projekta, ugovore o dovršetku projekta ili projektnoj potpori, ugovore o upravljanju, ugovore o sudjelovanju, ugovore o zaštiti od kreditnih rizika ili drugih proizvoda mobiliziranja dugovanja, ugovore o ustupu kredita ili novaciji, ugovore između članova društva, ugovore o opciji prodaje ili kupnje, ugovore o hedgingu, te ugovore i instrumente u odnosu na raspolaganje vlasničkim ulozima;

3(a) Izmjene, dopune, obavijesti, zahtjevi i priopćenja u odnosu na ugovore i instrumente navedene u točkama (1)(a) ili (1)(b) ili (2) iznad, uključujući, ali ne ograničavajući se na, bilo koji dokument kojim Banka ostvaruje svoja prava kao kreditor (uključujući kao imatelj obveznica) ili kao dioničar, odnosno član društva, ili u odnosu na bilo koje instrumente upravljanja rizikom, uključujući obrasce za imenovanje direktora i odluke dioničara, odnosno članova društva, obavijesti o izmijenjenom planu otplate, obavijesti o suspenziji ili otkazu, obavijesti o odreknuću ili pristanku, obavijesti o povredi, obavijesti o prijevremenom dospijeću, zahtjeve za plaćanje ili druge tražbine te bilo koji dodaci i izmjene takvim dokumentima; obrasce za osnivanje i vođenje računa vrijednosnih papira i skrbničkih računa; ugovore o depozitu, skrbništvu ili drugi ugovori s bilo kojim registrom, depozitarom, privremenim imateljem ili fiducijarnim upraviteljem; obrasce za upis bilo kojih vrijednosnih papira; instrumenti u odnosu na prodaju, prijenos ili drugačije raspolaganje bilo kojim vrijednosnim papirima ili sudjelujućim interesima, uključujući bilo koji nalog za prijenos dionica ili sudjelujućeg interesa; upute u odnosu na bilo koje založno pravo ili drugi teret na bilo kojem vrijednosnom papiru ili sudjelujućem interesu zasnovanom u korist Banke, uključujući bilo koji nalog za zasnivanje založnog prava;

(4) Punomoći za potpisivanje dokumenata navedenih u točkama (1)(a), 1(b), (2) ili (3)(a) iznad i za zastupanje Banke u odnosu na stavke navedene u predmetnim točkama; punomoći za skupštine dioničara, odnosno članova društva, kreditora ili imatelja obveznica; ugovore o oslobođenju od odgovornosti između Banke i svojih zastupnika koji djeluju kao direktori trgovačkih društava u koja su izvršena ulaganje te članova ulagateljskih odbora vjerovnika;

(6)(a) Ugovore u odnosu na komercijalno sufinanciranje ili sindikaciju kredita, uključiti ugovore o sudjelovanju i osiguranje kreditnog rizika, ugovori o B-sudjelovanju u kreditima, dokumente u odnosu na sudjelovanje u nepokrivenom riziku ili osiguranju od ne naplate i drugim proizvodima mobilizacije duga; ugovore, naloge, ustupe, novacije, potvrde, jamstva, potvrde, obavijesti o povredi, zahtjevima za plaćanje ili drugim tražbinama i drugim instrumentima u odnosu na sudjelovanje Banke u kreditima danima od strane trećih osoba u kreditima Banke, ulaganjima u obveznice ili druge instrumente, uključujući, ali ne ograničavajući se na, potvrde novacije, preuzimanja obveze čuvanja povjerljivosti danima Banci ili od strane Banke te punomoćima za sklapanje dokumenata navedenih u ovoj točki (6)(a) i za zastupanje Banke u odnosu na njih; bilo koje izmjene, dopune, obavijesti, zahtjeve i priopćenja u odnosu na ugovore i instrumente navedene u ovoj točki (6)(a);

(6)(b) Ugovore, instrumente, pisma ili druge dokumente koji se odnose na pozive trećim osobama da sufinanciraju s Bankom ili da sudjeluju u kreditima Banke, ulaganjima u obveznice ili druge instrumente, uključujući obveze povjerljivosti koje takve treće osobe preuzimaju prema Banci; punomoći za potpisivanje dokumenata navedenih u ovom paragrafu (6)(b) te za zastupanje Banke u vezi s njima; te bilo koje izmjene, dopune, obavijesti, zahtjeve i otpuste u vezi s ugovorima i instrumentima navedenima u ovom paragrafu (6)(b);

6(c) Ugovore ili memorandume o razumijevanju koji se odnose na tehničku pomoć ili pružanje sufinanciranja bespovratnim sredstvima; ugovore ili memorandume o razumijevanju za ulaganja u Specijalne fondove i ulaganja fondova suradnje; ugovore sklopljene od strane Banke u skladu s i/ili u provedbi transakcija predviđenih ugovorima o sufinanciranju ili suradnji u koje je Banka ušla s bilo kojom javnom ili privatnom osobom ili u vezi s bilo kojim Specijalnim fondom, uključujući obavijesti, zahtjeve, primitke ili druge dokumente koji se odnose na takve ugovore ili ulaganja fondova suradnje ili pružanje sufinanciranja projekata bespovratnim sredstvima i/ili tehničkom pomoći (osim u odnosu na zahtjeve za plaćanje ili uloge Banci u skladu s instrumentima navedenima u ovom paragrafu (6)(c)); obveze povjerljivosti koje prema Banci preuzimaju treće osobe i koje Banka preuzima prema trećim osobama u vezi s bilo kojim od dokumenata navedenih u ovom paragrafu (6)(c); i punomoći za potpisivanje dokumenata navedenih u ovom paragrafu (6)(c) te za zastupanje Banke u vezi s njima; te bilo koje izmjene, dopune, obavijesti, zahtjeve i otpuste u vezi s ugovorima i instrumentima navedenima u ovom paragrafu (6)(c);

(6)(f) Ugovore, memorandume o razumijevanju ili suradnji, pisma namjere ili izjave (uključujući i bilo koje povezane obveze povjerljivosti) u vezi s (i) općom suradnjom između Banke i trećih osoba koje ne uključuju financijske obveze ili odgovornosti za Banku, (ii) istraživačke aktivnosti i/ili proizvode financirane ili sufinancirane od strane Banke; punomoći za potpisivanje dokumenata navedenih u ovom paragrafu (6)(f) te za zastupanje Banke u vezi s njima;

(c) U skladu s paragrafom (29) Priloga Direktivi, Direktor, Odjel bankarstva, kad obnaša funkciju Voditelja države ili Rezidentnog ureda, može potpisivati sljedeće ugovore i instrumente koji se sklapaju lokalno u toj državi:

(29) Zakupe, hipoteke, ugovore o kupnji, prodaji ili uslugama bilo koje vrijednosti te druge dokumente koji se odnose na administrativne usluge Banke (uključujući i korporativnu nabavu roba, radova i usluga potrebnih za poslovanje sjedišta ili rezidentnih ureda Banke, uključujući dokumente u vezi sa zastupanjem Banke pri registraciji zakupa ureda kod lokalnih vlasti) (osim u vezi s najmovima koje Banka sklapa za smještaj zaposlenika u Ujedinjenom Kraljevstvu i zemljama poslovanja); i punomoći za potpisivanje dokumenata navedenih u ovom paragrafu (29) i zastupanje Banke u vezi s njima.

(d) Mark Davis je Direktor, Odjel bankarstva, Regionalni voditelj za Središnju Europu i Voditelj za Hrvatsku.

Ova potvrda izdaje se u skladu s Odjeljkom IV., pododjeljkom 4.2 Direktive, koji određuje da:

„Glavni tajnik, Direktor, Odjel Uprave i Institucionalnih poslova, Direktor, Odjel poslova s dioničarima, te Direktor suradnik, Odjel Uprave i Institucionalnih poslova, mogu, svaki pojedinačno, s pečatom Banke ili bez njega, izdavati potvrde ili druge dokumente kojima se potvrđuju ili ovjeravaju kopije dokumenata Banke, određuju službenici za potpisivanje, ovlašteni potpisnici i ostala pitanja koja tipično izdaje ili potvrđuje tajnik društva ili sudski registar.“

Dano mojom rukom s pečatom Banke dana 4. rujna 2023. godine u Londonu.

/nečitak potpis/
Kazuhiko Koguchi
Glavni tajnik

- KRAJ PRIJEVODA -

Ja, Luka Rimac, stalni sudski tumač za njemački i engleski jezik, imenovan Rješenjem Predsjednika Županijskog suda u Zagrebu broj 4 Su-1064/2020 od dana 10. studenog 2020. potvrđujem da gornji prijevod potpuno odgovara izvorniku sastavljenom na engleskom jeziku.

Zagreb, 28.02.2024.
Br. Ov. 4/2024

LUKA RIMAC
dipl. inž.

CRD

JOHN NEWTON & SONS

SCRIVENER NOTARIES
TRANSLATORS OF LANGUAGES
Legalisation and Consular Services

60 Cannon Street
London EC4N 6NP

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BARRINGTON W. HOOKE, LL.B.
Scrivener Notary
Translator of Languages

Mobile
(07802) - 47 56 49

I, BARRINGTON WILLIAM HOOKE, NOTARY PUBLIC of the **CITY** of **LONDON,** by Royal Authority duly admitted and sworn, practising in said City, **DO HEREBY CERTIFY** unto all whom it shall or may concern that the signature set at foot of the Certificate hereunto annexed, is the genuine signature and of the proper handwriting of **KAZUHIKO KOGUCHI (duly identified by means of Japanese passport No.: TR5009491)** acting in his capacity as Secretary General of the EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT (hereinafter called "the Bank") of 5 BANK STREET, LONDON, E14 4BG, ENGLAND who signed the said Certificate for and on behalf of the Bank.

I FURTHER CERTIFY that the Seal affixed to the said Certificate is the Genuine Seal of the Bank and that the said Secretary General is authorised to attest the affixing of the said seal in pursuance to a Directive titled "Signature of Written Instruments: Designation of Officers and Staff Members" dated 26th June 2023 issued by the President of the European Bank for Reconstruction and Development (the "Bank") in accordance with Article 30.4, of the Agreement Establishing the Bank.

WHEREOF AN ACT being required, I the said Notary have granted these Presents under my Notarial Firm and Seal of Office, to serve and avail as occasion shall or may require.-

DONE AND PASSED in **LONDON** this 4th day of September 2023.

SCRIVENER NOTARIES

NOTARY PUBLIC, LONDON

APOSTILLE (Convention de La Haye du 5 octobre 1961)			
1. **Country:** Pays / Pais:	United Kingdom of Great Britain and Northern Ireland		
This public document Le présent acte public / El presente documento público			
2. **Has been signed by** a été signé par ha sido firmado por	Barrington William Hooke		
3. **Acting in the capacity of** agissant en qualité de quien actúa en calidad de	Notary Public		
4. **Bears the seal / stamp of** est revêtu du sceau / timbre de y está revestido del sello / timbre de	The Said Notary Public		
Certified Attesté / Certificado			
5. **at** á / en	London	6. **the** le / el día	06 September 2023
7. **by** par / por	His Majesty's Principal Secretary of State for Foreign, Commonwealth and Development Affairs		
8. **Number** sous no / bajo el numero	APO-PW29-MO6H-IH02-8ODR		
9. **Seal / stamp** Sceau / timbre Sello / timbre	FOREIGN, COMMONWEALTH & DEVELOPMENT OFFICE LONDON	10. **Signature** Signature Firma	A. Khan

This Apostille is not to be used in the UK and only confirms the authenticity of the signature, seal or stamp on the attached UK public document. It does not confirm the authenticity of the underlying document. Apostilles attached to documents that have been photocopied and certified in the UK confirm the signature of the UK official who conducted the certification only. It does not authenticate either the signature on the original document or the contents of the original document in any way.

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CERTIFICATE

I, Kazuhiko Koguchi, Secretary General of the European Bank for Reconstruction and Development (the "**Bank**"), an international financial institution organised and existing under the Agreement Establishing the European Bank for Reconstruction and Development dated 29 May 1990, as amended (the "**Agreement Establishing the Bank**"), having its headquarters at 5 Bank Street, London E14 4BG, England, United Kingdom, hereby certify that:

(a) Article 30.4 of the Agreement Establishing the Bank states that:

"The President shall be the legal representative of the Bank".

(b) Pursuant to the Directive titled "Signature Of Written Instruments: Designation of Officers and Staff Members" (the "**Directive**") and the Appendix thereto, dated 26 June 2023 and with effect from the same date, signed by the President in accordance with Article 30.4 of the Agreement Establishing the Bank, a Director, Banking, may sign the following written instruments as set forth in paragraphs (l)(a), (l)(b), (2), 3(a), 4, 6(a), 6(b), 6(c) and 6(f) of the Appendix to the Directive on behalf of the Bank:

(1)(a) Agreements and instruments whereby the Bank undertakes to provide loans or other forms of debt, equity investments, guarantees and underwriting commitments or to enter into any similar operation, including, but not limited to, loan agreements, subscription agreements, share purchase agreements, agreements for the purchase of participating interests, agreements for the purchase of receivables, letters of credit, unconditional reimbursement commitments and agreements and instruments whereby the Bank divests itself of any equity investment, including agreements for the sale of shares or participating interests;

(1)(b) Financial commitments pursuant to loan, equity investment and guarantee, letters of credit and unconditional reimbursement commitment agreements;

(2) Agreements and instruments to be executed in anticipation or in implementation of agreements and instruments provided in paragraph (1)(a) or (1)(b) above, including, but not limited to, mandate letters, confidentiality undertakings, agency line framework agreements, agency line implementation or co-financing agreements, project agreements, framework agreements for bond or equity investments, agreements or instruments providing for security or guarantees in favour of the Bank and for the registration or perfection thereof, or any correspondence with the relevant registries relating to such securities, security sharing agreements, inter-creditor agreements, agreements

relating to the disposal of assets over which the Bank has taken security, project funds agreements, project completion or support agreements, management agreements, participation agreements, credit risk insurance or other debt mobilization products, loan assignment or novation agreements, shareholder agreements, put or call option agreements, hedging agreements, and agreements and instruments relating to the divestment of equity investments;

(3)(a) Amendments, supplements, notices, demands and releases related to agreements and instruments provided in paragraphs (1)(a) or (1)(b) or (2) above, including, but not limited to, any document exercising the Bank's rights as a creditor (including as a bondholder) or shareholder or in connection with any risk mitigation instruments, including director nomination forms and shareholders' resolutions, notices of revised amortization schedules, notices of suspension or cancellation, notices of waiver or consent, notices of default, notices of acceleration, payment demand or other claims and any amendments of such documents; forms for the establishment and operation of securities accounts and escrow accounts; escrow, trustee or other agreements with any registrar, depository, nominal holder or fiduciary manager; forms for the registration of any securities; instructions concerning any sale, transfer or other disposition of any securities or participating interests and any rights to securities or participating interests, including any share or participating interest transfer order; instructions concerning any pledge of or other encumbrance over any securities or participating interests created by or in favour of the Bank, including any pledge order;

(4) Powers-of-attorney for the execution of documents provided in paragraphs (1)(a), 1(b), (2) or (3)(a) above and for representing the Bank in connection therewith; proxies or powers-of-attorney for shareholders', creditors' or bondholders' meetings; indemnity agreements between the Bank and its nominees who act as directors of investee companies and members of creditors' investment committees;

(6)(a) Agreements relating to commercial co-financing or loan syndications, including participation agreements and credit risk insurance, B-loan participation agreements, documents relating to unfunded risk participations and non-payment insurance and other debt mobilisation products; contracts, orders, assignments, novations, endorsements, guarantees, receipts, default notices, demands for payments or other claims and other instruments relating to participations by the Bank in loans made by third parties and participations (or other risk sharing arrangements) by third parties in Bank loans, bond investments or other instruments, including, but not limited to, novation certificates, confidentiality undertakings given to or by the Bank and powers-of-attorney for the execution of the documents referred to in this paragraph (6)(a) and for representing the Bank in connection therewith; and any amendments, supplements, notices, demands and releases related to agreements and instruments provided in this paragraph 6(a);

(6)(b) Agreements, instruments, letters or other documents relating to invitations to third parties to co-finance with, or participate in, Bank loans, bond investments or other instruments, including confidentiality undertakings given to the Bank by such third parties; powers-of-attorney for the execution of the documents referred to in this paragraph (6)(b) and for representing the Bank in connection therewith; and any amendments, supplements, notices, demands and releases related to agreements and instruments provided in this paragraph 6(b);

(6)(c) Agreements, or memoranda of understanding, relating to technical assistance or provision of grant co-financing; agreements, or memoranda of understanding, for contributions to Special Funds and contributions of cooperation funds; agreements entered into by the Bank pursuant to and/or in implementation of the transactions contemplated by agreements of co-financing or cooperation entered into by the Bank with any public or private entity or in respect of any Special Fund, including notices, demands, receipts and other documents relating to such agreements or to contributions to Special Funds or to contributions of cooperation funds or the provision of grant co-financing of projects and/or technical assistance (except in relation to requests for payments or contributions to the Bank pursuant to instruments referred to in this paragraph 6(c)); confidentiality undertakings given to the Bank by third parties and given by the Bank to third parties related to any of the documents referred to in this paragraph 6(c) and; powers-of-attorney for the execution of the documents referred to in this paragraph (6)(c) and for representing the Bank in connection therewith; and any amendments, supplements, notices, demands and releases related to agreements and instruments provided in this paragraph 6(c);

(6)(f) Agreements, memoranda of understanding or cooperation, letters of intent or declarations (including any related confidentiality undertakings) in connection with (i) general cooperation between the Bank and third parties not involving financial commitments or liabilities for the Bank, (ii) research activities and/or products financed or co-financed by the Bank, and/or (iii) publications financed or co-financed by the Bank; powers-of-attorney for the execution of documents provided in this paragraph (6)(f) and for representing the Bank in connection therewith;

(c) Pursuant to paragraph (29) of the Appendix to the Directive, a Director, Banking, when in the function of Head of Country or Resident Office, may sign the following agreements and instruments entered into locally in such country:

(29) Leases, mortgages, contracts for purchases, sales or services of any value and other documents relating to the Bank's administrative services, (including the corporate procurement of goods, works and services required for the operation of the Bank's headquarters and resident offices, including documents in relation to representation of the Bank in registration of office leases with local authorities) (except in relation to leases entered into by the Bank for staff accommodation in the UK and in countries of operations); and powers-of-attorney for the execution of documents provided in this paragraph (29) and for representing the Bank in connection therewith;

(d) Mark Davis is a Director, Banking, Regional Head Central Europe and Head of Croatia.

This certificate is issued in accordance with Section IV, sub-section 4.2 of the Directive, which states that:

> "*The Secretary General, the Director, Board and Institutional Affairs, the Director, Shareholder Relations, and the Associate Director, Board and Institutional Affairs, may each, with or without affixing the Bank's seal, issue certificates or other documents to certify or authenticate copies of Bank documents, the designation of signing officers, designated signatories and other matters typically attended to or attested by a company's secretary or a registrar.*"

Given under my hand and the Seal of the Bank this 4th day of September, 2023, in London.

Kazuhiko Koguchi
Secretary General

STALNI SUDSKI TUMAČ ZA ENGLESKI I NJEMAČKI JEZIK
GERICHTSDOLMETSCHER FÜR DIE ENGLISCHE UND DEUTSCHE SPRACHE
COURT INTERPRETER FOR ENGLISH AND GERMAN
LUKA RIMAC,
dipl. iur.
ZAGREB - Ulica V. Novaka 10

LUKA RIMAC,
dipl. iur.
ZAGREB - Ulica V. Novaka 10

REPUBLIKA HRVATSKA
Sudski registar

Najnovije objave

39. Provedba upisa od 07.11.2023
Objavljeno dana 08.11.2023
Provedba upisa odluka suda o potvrdi predstečajnog sporazuma

38. Zg Tt-23/42499-2 od 04.11.2023
Objavljeno dana 08.11.2023
Rješenje rješenje o potvrdi predstečajnog plana

37. Provedba upisa od 03.11.2023
Objavljeno dana 04.11.2023
Provedba upisa promjena osobnih podataka

36. Provedba upisa od 04.08.2022
Objavljeno dana 05.08.2022
Provedba upisa promjena osobnih podataka

35. Provedba upisa od 29.04.2022
Objavljeno dana 30.04.2022
Provedba upisa odluka suda o otvaranju predstečajnog postupka

34. Provedba upisa od 26.11.2021
Objavljeno dana 27.11.2021
Provedba upisa promjena osobnih podataka

33. Provedba upisa od 27.08.2020
Objavljeno dana 28.08.2020
Provedba upisa promjena osobnih podataka

32. Provedba upisa od 24.08.2020
Objavljeno dana 25.08.2020
Provedba upisa adresa elektroničke pošte

31. Zg Tt-20/19359-2 od 06.08.2020
Objavljeno dana 25.08.2020

Podaci

Verzija za ispis

Nadležni sud
Trgovački sud u Zagrebu

MBS
080127368

OIB
33890755814

EUID
HRSR.080127368

Status
Potvrđen predstečajni sporazum

Tvrtka
DIV GRUPA d.o.o. za usluge
DIV GRUPA d.o.o.
English DIV GROUP Ltd.

Sjedište/adresa
Samobor (Grad Samobor)
Bobovica 10A

Adresa elektroničke pošte
div@divgroup.eu

Temeljni kapital
245.736.800,00 kuna / 32.614.878,23 euro (fiksni tečaj konverzije 7.53450)

Napomena:
Iznos temeljnog kapitala informativno je prikazan u euru i ne utječe na prava i obveze društva niti članova društva. Društva su u obvezi temeljni kapital uskladiti sukladno Zakonu o izmjenama Zakona o trgovačkim društvima ("Narodne novine" broj 114/22.).

Pravni oblik
društvo s ograničenom odgovornošću

Predmet poslovanja
* zastupanje stranih pravnih osoba
* proizvodnja metala
* proizvodnja proizvoda od metala, osim strojeva i opreme
* proizvodnja alatnih strojeva
* proizvodnja strojeva za metalurgiju
* proizvodnja ostalih strojeva za opću namjenu
* proizvodnja dijelova i pribora za motorna vozila i njihove motore
* reciklaža
* kupnja i prodaja robe
* obavljanje trgovačkog posredovanja na domaćem i inozemnom tržištu
* međunarodno otpremništvo
* javni prijevoz tereta i robe u cestovnom prometu
* javni prijevoz putnika i tereta u domaćem i međunarodnom cestovnom prometu
* skladištenje robe
* djelatnosti pakiranja
* financijsko davanje u zakup (leasing)
* upravljačke djelatnosti holding-društava
* poslovanje nekretninama
* iznajmljivanje strojeva i opreme, bez rukovatelja i predmeta za osobnu uporabu i kućanstvo
* računalne i srodne djelatnosti
* obrada podataka
* izrada i upravljanje bazama podataka
* istraživanje tržišta i ispitivanje javnog mnijenja
* savjetovanje u vezi s poslovanjem i upravljanjem
* promidžba (reklama i propaganda)
* računovodstveni i knjigovodstveni poslovi
* organiziranje izložba, sajmova, priredaba, aukcija
* iznajmljivanje uredskih strojeva i opreme, uključujući računala
* tehničko ispitivanje i analiza

Rješenje Rješenje o upisu adrese elektroničke pošte

30. Provedba upisa od 03.10.2019
Objavljeno dana 04.10.2019
Provedba upisa promjena odredbi društvenog ugovora, povećanje temeljnog kapitala, pojednostavljeno smanjenje temeljnog kapitala

29. Zg Tt-19/33428-2 od 02.10.2019
Objavljeno dana 04.10.2019
Rješenje pojednostavljeno smanje uz istovremeno povećanje temeljnog kapitala

Zbirka isprava i izvadci

- Zbirka isprava
- Aktivni izvadak
- Djelomični aktivni izvadak
- Povijesni izvadak
- Djelomični povijesni izvadak

Sadržaj

Najnovije objave

39. Provedba upisa od 07.11.2023
Objavljeno dana 08.11.2023
Provedba upisa odluka suda o potvrdi predstečajnog sporazuma

38. Zg Tt-23/42499-2 od 04.11.2023
Objavljeno dana 08.11.2023
Rješenje rješenje o potvrdi predstečajnog plana

37. Provedba upisa od 03.11.2023
Objavljeno dana 04.11.2023
Provedba upisa promjena osobnih podataka

36. Provedba upisa od 04.08.2022
Objavljeno dana 05.08.2022
Provedba upisa promjena osobnih podataka

35. Provedba upisa od 29.04.2022
Objavljeno dana 30.04.2022
Provedba upisa odluka suda o otvaranju predstečajnog postupka

34. Provedba upisa od 26.11.2021
Objavljeno dana 27.11.2021
Provedba upisa promjena osobnih podataka

33. Provedba upisa od 27.08.2020
Objavljeno dana 28.08.2020
Provedba upisa promjena osobnih podataka

32. Provedba upisa od 24.08.2020
Objavljeno dana 25.08.2020
Provedba upisa adresa elektroničke pošte

31. Zg Tt-20/19359-2 od 06.08.2020
Objavljeno dana 25.08.2020

* promidžba (reklama i propaganda)
* organizacija seminara, izložbi, kongresa, tečajeva, revija, te raznih zbavnih i promotivnih događaja
* tiskanje časopisa i drugih periodičnih publikacija, knjiga i brošura, glazbenih djela i glazbenih rukopisa, karata i atlasa, plakata, igraćih karata, reklamnih kataloga, prospekata i drugih tiskanih oglasa, djelovodnika, albuma, dnevnika, kalendara, poslovnih obrazaca i drugih tiskanih oglasa, komercijalnih publikacija, papirne robe za osobne potrebe i drugih tiskanih publikacija
* grafički dizajn
* industrijski dizajn
* usluge fotokopiranja i prijepisa
* usluge prevođenja
* projektiranje i građenje građevina te stručni nadzor građenja
* djelatnost pružanja kolodvorskih usluga u teretnom prometu
* lijevanje željeza
* lijevanje čelika
* lijevanje lakih metala
* proizvodnja metalnih konstrukcija i njihovih dijelova
* proizvodnja vrata i prozora od metala
* proizvodnja metalnih cisterni, rezervoara i sličnih posuda
* proizvodnja parnih kotlova, osim kotlova za centralno grijanje toplom vodom
* kovanje, prešanje, štancanje i valjanje metala, metalurgija praha
* obrada i prevlačenje metala
* strojna obrada metala
* proizvodnja sječiva
* proizvodnja brava i okova
* proizvodnja alata
* proizvodnja čeličnih bačava i sličnih posuda
* proizvodnja ambalaže od lakih metala
* proizvodnja proizvoda od žice, lanaca i opruga
* proizvodnja zakovica i vijčane robe
* proizvodnja motora i turbina, osim motora za zrakoplove i motorna vozila
* proizvodnja hidrauličnih pogonskih uređaja
* proizvodnja crpki i kompresora
* proizvodnja slavina i ventila
* proizvodnja ležajeva, prijenosnika te prijenosnih pogonskih elemenata
* proizvodnja rashladne i ventilacijske opreme, osim za kućanstvo
* proizvodnja strojeva za obradu metala
* gradnja brodova i čamaca
* pružanje usluga u trgovini
* vađenje kamena
* proizvodnja hrane i pića
* proizvodnja tekstila
* proizvodnja proizvoda od drva
* proizvodnja proizvoda od gume
* proizvodnja papira i kartona
* proizvodnja stakla i proizvoda od stakla
* proizvodnja cementa
* proizvodnja vapna
* proizvodnja gipsa
* zemaljske usluge u zračnim lukama
* međunarodni linijski pomorski promet
* povremeni prijevoz putnika u obalnom pomorskom prometu
* destilacija, promet vina i drugih proizvoda od grožđa i vina

Osnivači/članovi društva

VJERA DEBELJAK, OIB: 71835745956 (Prikaži vezane subjekte)
Bregana, Ulica Augusta Šenoe 48
- član društva

TOMISLAV DEBELJAK, OIB: 09971916975 (Prikaži vezane subjekte)
Bregana, Ulica Vladimira Nazora 32
- član društva

VEDRANA DEBELJAK, OIB: 39909061819 (Prikaži vezane subjekte)
Bregana, Ulica Augusta Šenoe 48
- član društva

Nadzorni odbor

DANIJELA DEBELJAK, OIB: 07985955175 (Prikaži vezane subjekte)
Bregana, Ulica Vladimira Nazora 32
- predsjednik nadzornog odbora

VJERA DEBELJAK, OIB: 71835745956 (Prikaži vezane subjekte)
Bregana, Ulica Augusta Šenoe 48
- zamjenik predsjednika nadzornog odbora

Osobe ovlaštene za zastupanje

TOMISLAV DEBELJAK, OIB: 09971916975 (Prikaži vezane subjekte)
Bregana, Ulica Vladimira Nazora 32
- predsjednik uprave
  - zastupa samostalno i pojedinačno

DARKO PAPPO, OIB: 50958091159 (Prikaži vezane subjekte)
Zagreb, ČREŠNJEVEC 42
- član uprave
  - zastupa samostalno i pojedinačno

Rješenje Rješenje o upisu adrese elektroničke pošte

30. Provedba upisa od 03.10.2019
Objavljeno dana 04.10.2019
Provedba upisa promjena odredbi društvenog ugovora, povećanje temeljnog kapitala, pojednostavljeno smanjenje temeljnog kapitala

29. Zg Tt-19/33428-2 od 02.10.2019
Objavljeno dana 04.10.2019
Rješenje pojednostavljenjo smanje uz istovremeno povećanje temeljnog kapitala

Zbirka isprava i izvadci

Sadržaj

Najnovije objave

39. Provedba upisa od 07.11.2023
Objavljeno dana 08.11.2023
Provedba upisa odluka suda o potvrdi predstečajnog sporazuma

38. Zg Tt-23/42499-2 od 04.11.2023
Objavljeno dana 08.11.2023
Rješenje rješenje o potvrdi predstečajnog plana

37. Provedba upisa od 03.11.2023
Objavljeno dana 04.11.2023
Provedba upisa promjena osobnih podataka

36. Provedba upisa od 04.08.2022
Objavljeno dana 05.08.2022
Provedba upisa promjena osobnih podataka

35. Provedba upisa od 29.04.2022
Objavljeno dana 30.04.2022
Provedba upisa odluka suda o otvaranju predstečajnog postupka

34. Provedba upisa od 26.11.2021
Objavljeno dana 27.11.2021
Provedba upisa promjena osobnih podataka

33. Provedba upisa od 27.08.2020
Objavljeno dana 28.08.2020
Provedba upisa promjena osobnih podataka

32. Provedba upisa od 24.08.2020
Objavljeno dana 25.08.2020
Provedba upisa adresa elektroničke pošte

31. Zg Tt-20/19359-2 od 06.08.2020
Objavljeno dana 25.08.2020

MARKO KNEŽEVIĆ, OIB: 68131943626 (Prikaži vezane subjekte)
Zagreb, Ulica sv. Barbare 57A
- prokurist

MARIJO VRBANČIĆ, OIB: 40910887218 (Prikaži vezane subjekte)
Gradna, Gradna 1/2
- prokurist

VEDRANA DEBELJAK, OIB: 39909061819 (Prikaži vezane subjekte)
Bregana, Ulica Augusta Šenoe 48
- prokurist

Pravni odnosi

Osnivački akt:

Ugovor o osnivanju od 17.04.1990.god. a usklađen s odredbama ZTD-om 20.11.1995.god. u obliku Društvenog ugovora.

Odlukom osnivača i članova društva od 18. siječnja 2002. godine, izmijenjen je članak 3. (treći) Društvenog ugovora od 20. studenoga 1995. godine, odredba o sjedištu društva.

Odlukom Skupštine od 01.02.2002. godine o izmjeni Društvenog ugovora, dodan je čl. 3 odrednice o osnivanju podružnice društva.

Temeljni akt Društva, Društveni ugovor o usklađenju od 10.11.1995. Oldukom članova društva od 13.12.2002. u cijelosti je zamijenjen novim odredbama Društvenog ugovora o usklađenju od 13.12.2002. Temeljni akt Društva, novi Društveni ugovor o usklađenju od 13.12.2002. je u potpuno novom tekstu dostavjen sudu i uložen u zbirku isprava.

Društveni ugovor o usklađenju od 13.12.2002. Odlukom članova društva od 07.07.2004. u cijelosti je zamijenjen novim odredbama Društvenog ugovora o usklađenju od 07.07.2004. Pročišćeni tekst Društvenog ugovora od 07.07.2004. dostavljen sudu i uložen u zbirku isprava.

Odlukom članova društva od 26. veljače 2006. god., izmijenjen je Društveni ugovor od dana 07. srpnja 2004. god., tako da se sve odredbe označenog Društvenog ugovora stavljaju izvan snage i zamjenjuju odredbama Društvenog ugovora koji je u pročišćenom tekstu dostavljen u zbirku isprava.

Društveni ugovor od dana 27. veljače 2006. godine izmjenjen je odlukom članova društva od dana 17. svibnja 2007. godine u čl. 7 odredbe o organima društva i čl. 9 odredbe o upravi društva. Društveni ugovor se u pročišćenom tekstu dostavlja sudu i ulaže u zbirku isprava.

Odlukom članova društva od 31.03.2008. godine, izmjenjen je Društveni ugovor od 17.05.2008. godine i to članak 7. odredbe o organima društva, te je dodan novi članak 9. odredbe o nadzornom odboru, a dosadašnji članci 9. do 15. su postali članci 10. do 16., te se društveni ugovor u pročišćenom tekstu dostavlja Sudu i ulaže u zbirku isprava.

Odlukom članova društva od 04. svibnja 2009. godine, izmjenjen je društveni ugovor od 31. ožujka 2008. godine i to u članku 4. (četvrtom), stavku prvom, odredbe o predmetu poslovanja te se Društveni ugovor u pročišćenom tekstu dostavlja Sudu i ulaže u zbirku isprava.

Odlukom osnivača od 01.03.2010. godine o promjeni predmeta poslovanja - djelatnosti društva i o izmjeni i zamjeni Društvenog ugovora od 04.05.2009. godine izmijenjen je Društveni ugovor od 04.05.2009. godine u cijelosti i u potpunosti je usvojen novi tekst Društvenog ugovora od 01.03.2010. godine.

Odlukom osnivača od 28.12.2010. gdoine o povećanju temeljnog kapitala društva i o izmjeni i zamjeni Društvenog ugovora od 01.03.2010. godine u cijelosti.
Društveni ugovor od 01.03.2010. godine izmijenjen je u cijelosti i u potpunosti se usvaja novi tekst Društvenog ugovora od 28.12.2010. godine.

Odlukom osnivača od 09.02.2011.godine, o upisu prijevoda skraćene tvrtke na engleskom jeziku, upis nove djelatnosti i o izmjeni i zamjeni Društvenog ugovora od 28.12.2010.godine u cijelosti novim tekstom Društvenog ugovora od 09.02.2011.godine.
Društveni ugovor od 28.12.2010.godine izmijenjen je u cijelosti i u potpunosti se usvaja novi tekst Društvenog ugovora od 09.02.2011.godine.

Odlukom osnivača od 23.11.2011.godine mijenja se čl. 4. Društvenog ugovora od 09.02.2011.godine, na način da se nadopunjuje novim djelatnostima.
Izmjenjuje se Društveni ugovor od 09.02.2011.godine u cijelosti i zamjenjuje novim tekstom Društvenog ugovora od 23.11.2011.godine.
Novi tekst Društvenog ugovora od 23.11.2011.godine usvaja se u cijelosti.

Odlukom osnivača od 11.04.2013. godine izmjenjuje se Društveni ugovor od 23.11.2011. godine u cijelosti, te zamjenjuje novim tekstom Društvenog ugovora od 11.04.2013. godine.U potpunosti se usvaja novi tekst Društvenog ugovora od 11.04.2013. godine.

Odlukom osnivača od 23.08.2013. godine o povećanju temeljnog kapitala društva i o izmjeni i zamjeni Društvenog ugovora od 11.04.2013. godine u cijelosti.
Društveni ugovor od 11.04.2013. godine izmijenjen je u cijelosti i u potpunosti se usvaja novi tekst Društvenog ugovora od 23.08.2013. godine.

Odlukom članova društva od 12.02.2014. godine izmjenjuje se djelatnost društva i izmjenjuje se Društveni ugovor od dana 23.08.2013. godine u cijelosti i zamjenjuje novim tekstom Društvenog ugovora od 12.02.2014. godine. U potpunosti se usvaja novi tekst Društvenog ugovora od dana 12.02.2014. godine.

Odlukom osnivača od 20.06.2014. godine o povećanju temeljnog kapitala društva i o izmjeni i zamjeni Društvenog ugovora izmijenjen je u cijelosti Društveni ugovor od 12.02.2014. godine te je u potpunom tekstu od 20.06.2014. godine dostavljen sudu u zbirku isprava.

Odlukom članova društva od 12. siječnja 2015. godine, mijenja se odredba o upravi društva i izmjenjuje se Društveni ugovor od dana 20. lipnja 2014. godine u cijelosti i zamjenjuje novim tekstom Društvenog ugovora od dana 12. siječnja 2015. godine.
U potpunosti se usvaja novi tekst Društvenog ugovora od dana 12. siječnja 2015. godine.

Odlukom članova društva od dana 10.10.2017. godine promijenjena je tvrtka, skraćena tvrtka, tvrtka na engleskom jeziku, te je Društveni ugovor od dana 12.01.2015. godine u cijelosti zamijenjen novim tekstom Društvenog ugovora od dana 10.10.2017. godine.

Društveni ugovor od dana 10. listopada 2017. godine izmijenjen je Odlukom članova društva o izmjeni Društvenog ugovora u dijelu temeljnog kapitala društva, zbog pojednostavljenog smanjenja temeljnog kapitala radi izravnanja niže vrijednosti i istovremenog povećanja temeljnog kapitala iz sredstava društva (zadržane dobiti) bez promjene temeljnog kapitala. Potpuni tekst Društvenog ugovora usvojen je dana 30. rujna 2019. godine i dostavljen u zbirku isprava.

Promjena temeljnog kapitala:

Temeljni kapital društva povećan za iznos 22.207,00 kn na iznos od 23.200,00 kn.

Odlukom članova od 13.12.2002. povećan je temeljni kapital društva sa 23.200,00 kn za 5.579.800,00 kn na 5.603.000,00 kn. Temeljni kapital povećan je u novcu, unosom u stvarima, unosom u pravima. Temeljni kapital je u cijelosti unesen u Društvo. Preuzeti su svi temeljni ulozi.

Odlukom članova društva od 07.07.2004. povećan je temeljni kapital društva sa: 5.603.000,00 kn za 12.869.800,00 kn na 18.472.800,00 kn. Temeljni kapital povećan je u novcu i pravima.

Odlukom od 28.12.2010. godine o povećanju temeljnog kapitala društva, povećan je temeljni kapital društva sa iznosa od 18.472.800,00 kn za iznos od 12.630.700,00 kn na iznos od 31.103.500,00 kn, iz zadržane dobiti.

Odlukom osnivača od 23.08.2013. godine o povećanju temeljnog kapitala društva, povećan je temeljni kapital društva sa iznosa od 31.103.500,00 kn za iznos od 111.871.300,00 kn na iznos od 142.974.800,00 kn.
Temeljni kapital je povećan iz sredstava društva (zadržane dobiti).

Odlukom osnivača od 20.06.2014. godine o povećanju temeljnog kapitala, povećan je temeljni kapital društva sa iznosa od 142.974.800,00 kuna za iznos od 102.762.000,00 kuna na iznos od 245.736.800,00 kuna iz sredstava društva.

REPUBLIKA HRVATSKA
Sudski registar

Podaci

Nadležni sud
Trgovački sud u Zagrebu

MBS
080072083

OIB
14036333877

EUID
HRSR.080072083

Status
Bez postupka

Tvrtka
Addiko Bank dioničko društvo
Addiko Bank d.d.
English Addiko Bank Plc.
German Addiko Bank A.G.

Sjedište/adresa
Zagreb (Grad Zagreb)
Slavonska avenija 6

Adresa elektroničke pošte
info.hr@addiko.com

Temeljni kapital
339.522.096,00 euro

Pravni oblik
dioničko društvo

Predmet poslovanja

- davanje kredita osobama iz točke 1., manjim i srednjim poduzetnicima te drugim bankama
- davanje jamstva i bankovnih garancija te preuzimanje drugih obveza za osobe iz točke 1
- prikupljanje sredstva izdavanjem vrijednosnih papira i na druge načine koje propiše ili odredi Hrvatska narodna banka
- kupovanje i prodavanje za svoj račun ili za račun svojih komitenata instrumenata tržišta novca (uključujući između ostalog čekove, mjenice i certifikate o depozitu) vrijednosne papire Republike Hrvatske ili Hrvatske narodne banke
- pružanje usluga platnog prometa osobama iz točke 1
- pružanje ostalih financijskih usluga koje propiše ili odredi Hrvatska narodna banka
- primanje svih vrsta depozita u domaćoj i stranoj valuti od trgovca pojedinca i fizičkih osoba, uključujući i one fizičke osobe čija je poslovna aktivnost upisana u skladu sa Zakonom o obrtu
- primanje depozita ili drugih povratnih sredstava od javnosti i odobravanje kredita iz tih sredstava, a za svoj račun
- primanje depozita ili drugih povratnih sredstava
- odobravanje kredita i zajmova, uključujući potrošačke kredite i zajmove te hipotekarne kredite i zajmove ako je to dopušteno posebnim zakonom, i financiranje komercijalnih poslova, uključujući izvozno financiranje na osnovi otkupa s diskontom i bez regresa dugoročnih nedospjelih potraživanja osiguranih financijskim instrumentima (forfeiting)
- otkup potraživanja s regresom ili bez njega (factoring)
- financijski najam (leasing)
- izdavanje garancija ili drugih jamstava
- trgovanje za svoj račun ili za račun klijenta: - instrumentima tržišta novca, - prenosivim vrijednosnim papirima, - stranim sredstvima plaćanja, uključujući mjenjačke poslove, - financijskim ročnicama i opcijama, - valutnim i kamatnim instrumentima
- usluge platnog prometa u zemlji i s inozemstvom u skladu s posebnim zakonima
- usluge vezane uz poslove kreditiranja, kao npr. prikupljanje podataka, izrada analiza i davanje informacija o kreditnoj sposobnosti pravnih i fizičkih osoba koje samostalno obavljaju djelatnost
- izdavanje drugih instrumenata plaćanja i upravljanje njima ako se pružanje ovih usluga ne smatra pružanjem usluga u smislu usluga platnog prometa u zemlji i s inozemstvom
- iznajmljivanje sefova
- posredovanje pri sklapanju poslova na novčanom tržištu
- sudjelovanje u izdavanju financijskih instrumenata te pružanje usluga vezanih uz izdavanje financijskih instrumenata u skladu sa zakonom koji uređuje tržište kapitala: - usluge provedbe ponude, odnosno prodaje financijskih instrumenata uz obvezu otkupa, - usluge provedbe ponude, odnosno prodaje financijskih instrumenata bez obveze otkupa
- upravljanje imovinom klijenata i savjetovanje u vezi s tim
- poslovi skrbništva nad financijskim instrumentima te usluge vezane uz skrbništvo nad financijskim instrumentima u skladu sa zakonom koji uređuje tržište kapitala
- savjetovanje pravnih osoba glede strukture kapitala, poslovne strategije i sličnih pitanja te pružanje usluga koje se odnose na poslovna spajanja i stjecanje dionica i poslovnih udjela u drugim društvima

14.07.2022
Objavljeno dana 16.07.2022
Rješenje Rješenje o promjeni članova uprave

90. Provedba upisa od 15.06.2022
Objavljeno dana 16.06.2022
Provedba upisa promjena članova nadzornog odbora

89. Zg Tt-22/27622-2 od 15.06.2022
Objavljeno dana 16.06.2022
Rješenje Rješenje o promjeni članova Nadzornog odbora

Zbirka isprava i izvadci

- Zbirka isprava
- Aktivni izvadak
- Djelomični aktivni izvadak
- Povijesni izvadak
- Djelomični povijesni izvadak

Sadržaj

Najnovije objave

99. Provedba upisa od 31.10.2023
Objavljeno dana 01.11.2023
Provedba upisa promjena članova nadzornog odbora

98. Zg Tt-23/42714-2 od 30.10.2023
Objavljeno dana 01.11.2023
Rješenje Rješenje o promjeni člana Nadzornog odbora

97. Provedba upisa od 09.08.2023
Objavljeno dana 10.08.2023
Provedba upisa promjena osobnih podataka, promjena članova nadzornog odbora

96. Zg Tt-23/28655-2 od 08.08.2023
Objavljeno dana 10.08.2023
Rješenje Rješenje o promjeni članova Nadzornog odbora i osobnih podataka jednog dioničara

95. Provedba upisa od 29.05.2023
Objavljeno dana 30.05.2023
Provedba upisa promjena osobnih podataka

94. Provedba upisa od 31.03.2023
Objavljeno dana 01.04.2023
Provedba upisa usklađenje temeljnog kapitala sa Zakonom o trgovačkim društvima, promjena odredbi statuta

93. Zg Tt-23/14309-2 od 30.03.2023
Objavljeno dana 01.04.2023
Rješenje Rješeje o upisu usklađenja temeljnog kapitala i Statatula s odredbama ZTD-a

92. Provedba upisa od 15.07.2022
Objavljeno dana 16.07.2022
Provedba upisa promjena članova uprave

91. Zg Tt-22/32854-2 od 14.07.2022

* investicijske i pomoćne usluge i aktivnosti propisane posebnim zakonom kojim se uređuje tržište kapitala, a koje nisu uključene u usluge iz točke 1. do 15. stavka 1. članka 5. Zakona o kreditnim institucijama i to: - zaprimanje i prijenos naloga u svezi jednog ili više financijskih instrumenata, - izvršavanje naloga za račun klijenta, - trgovanje za vlastiti račun, - upravljanje portfeljem, - investicijsko savjetovanje, - pohrana i administriranje financijskih instrumenata za račun klijenta, uključujući i poslove skrbništva i s tim povezane usluge, kao na primjer upravljanje novčanim sredstvima, odnosno instrumentima osiguranja, - davanja kredita ili zajma ulagatelju kako bi mu se omogućilo zaključenje transakcije s jednim ili više financijskih instrumenata, ako je u transakciju uključeno društvo koje odobrava zajam ili kredit, - savjetovanje o strukturi kapitala, poslovnim strategijama i srodnim pitanjima, kao i savjetovanje i usluge vezane uz spajanja i stjecanje udjela u društvima, - usluge deviznog
* poslovanja, ako su vezane uz pružanje investicijskih usluga, - investicijsko istraživanje i financijska analiza, kao i ostalih preporuka koje se odnose na transakcije s financijskim instrumentima, - usluge vezanih uz usluge provedbe ponude, odnosno prodaje financijskih instrumenata uz obvezu otkupa, - investicijske usluge i aktivnosti te pomoćne usluge koje se odnose na temeljnu imovinu izvedenica iz članka 3. stavka 1. točke 2. podtočke d. alineje 2., 3., 4. i 7. Zakona o tržištu kapitala kada su te investicijske usluge i aktivnosti nadovezane na investicijske ili pomoćne usluge
* obavljanje poslova vezanih uz prodaju polica osiguranja u skladu s propisima koji uređuju osiguranje
* izdavanje elektroničkog novca

Jedini dioničar

Addiko Bank AG, Austrija, Broj iz registra: FN 350921 k, Naziv registra: Trgovački registar Trgovačkog suda u Beču, Nadležno tijelo: Trgovački sud u Beču, OIB: 51364807807 (Prikaži vezane subjekte)
1100 Wien, Canetti Tower, Canettistrasse 5/OG 12
- jedini dioničar

Nadzorni odbor

TOMISLAV PEROVIĆ, OIB: 69255852108 (Prikaži vezane subjekte)
Vukomerić, Vukomerić 50
- član nadzornog odbora

Sanela Pašić, OIB: 41627735543 (Prikaži vezane subjekte)
Bosna i Hercegovina, Borak, Sarajevo, Borak 17
- član nadzornog odbora
  - imenovana Odlukom Skupštine banke od 20.11.2020. godine uz suglasnost HNB-a od 15. ožujka 2021. godine, s početkom mandata datuma suglasnosti HNB

Andrea Castellarin, OIB: 23934714373 (Prikaži vezane subjekte)
Austrija, Keutschack, Keutschach 104
- član nadzornog odbora
  - od 21.04.2022. godine

Julia Leeb, OIB: 64037289768 (Prikaži vezane subjekte)
Austrija, 1180 Beč, Peter-Jordan Strasse 179/3
- zamjenik predsjednika nadzornog odbora
  - imenovana članom nadzornog odbora odlukom Skupštine od 22.12.2022. godine, s početkom mandata 12.05.2023. godine, te izabrana za zamjenika predsjednika nadzornog odbora Odlukom nadzornog odbora od 31.05.2023. godine, počev od 01.06.2023. godine

Herbert Juranek, OIB: 60549521754 (Prikaži vezane subjekte)
Austrija, Bruck an der Leitha, Leithagürtel 17
- predsjednik nadzornog odbora
  - član Nadzornog odbora od 22.12.2021. godine, predsjednik Nadzornog odbora od 30.10.2023. godine

Osobe ovlaštene za zastupanje

Mario Žižek, OIB: 39695271565 (Prikaži vezane subjekte)
Zagreb, Ulica Frana Kesterčaneka 2A
- predsjednik uprave
  - zastupa samostalno i pojedinačno, od 01.07.2022. godine

IVAN JANDRIĆ, OIB: 41890175295 (Prikaži vezane subjekte)
Zagreb, Trnjanska cesta 65
- član uprave
  - zastupa zajedno, s drugim članom uprave od 01.07.2022. godine

ANA DORIĆ ŠKEVA, OIB: 98261117322 (Prikaži vezane subjekte)
Zagreb, Ulica Brune Bušića 3
- član uprave
  - zastupa zajedno, s drugim članom uprave od 01.07.2022. godine

Pravni odnosi

Osnivački akt:

Odluka o osnivanju od 08.03.1996. godine.

Odlukom Uprave od 7.5.1997. izmijenjen je članak 5. odredba o sjedištu društva.

Odlukom Izvanredne skupštine društva od 27.07.2007. godine izmijenjen je Statut u čl. 10. koji se odnosi na iznos temeljnog kapitala, u čl. 11. u odnosu na broj dionica, u čl. 13. u odnosu na iznos odobrenog kapitala. U ostalom dijelu tekst Statuta ostao je nepromijenjen. Čistopis Statuta od 27.07.2007. godine dostavljen je u zbirku isprava.

Statut:

Statut od 09.03.1996. godine.

Odlukom Glavne skupštine od 21.2.1997. godine izmijenjen je članak 10 i članak 11 Statuta odredbe o temeljnom kapitalu i dionicama.

Odlukom glavne skupštine društva od 24.rujna 1998. izmijenjen je Statut društva i to u dijelu koji se odnosi na temeljni kapital (članak 10.), broj dionica društva (članak 11.) i odredbe o odobrenom kapitalu (članak 13.).

Odlukom Glavne skupštine od 18.03.1999.g. izmijenjen je Statut društva u dijelu koji se odnosi na tvrtku drutšva (članak 1. i 2.), predmet poslovanja (članak 3.), temejni kapital (članak 10.), broj dionica (članak 11.), odobrenom kapitalu (članak 13), te vrstu i broj dionica (članak 12.70. i 74.).

Odlukom Glavne skupštine društva od 15.03.2001. godine izmijenjen je Statut u dijelu koji se odnosi na temeljni kapital društva (članak 10.), broj dionica (članak 11.), tekst članaka 12., 15., 35., 38., 42., 45., 53., 55., 59., 62., 64., 66., 67., 69., 70., 71., 72., 75., 81., 84., 86. U ostalom dijelu tekst Statuta ostao je nepromijenjen. Čistopis Statuta dostavljen je u zbirku isprava suda.

Odlukom Skupštine društva od 05. prosinca 2002. godine izmjenjene su odredbe Statuta društva od 15. ožujka 2001. godine i to članak 10. i članak 11. - odredbe o temeljnom kapitalu, članak 13. - odredbe o povećanju i smanjenju temeljnog kapitla, bisane su odredbe glave XII - unutarnja kontrola u cjelini, te su ostali članci i glave pomaknuti unaprijed.

Odlukom Izvanredne Glavne skupštine društva od 11.06.2003. godine izmijenjen je Statut u članku 3. koji se odnosi na predmet poslovanja odnosno djelatnosti društva, u članku 10. vezano za iznos temeljnog kapitala društva, u članku 11.