Ovaj prijevod sastoji
se od stranica: 11/listova: 41
Br.: Ov – 1/2024.
Datum: 11. siječnja 2024.

Adriana Vuković

Digitally signed by Adriana Vuković
Date: 2024.01.22 12:15:28 +01'00'

Ovjereni prijevod s engleskog jezika
B2 PORTFOLIO d.o.o. – NV ADRIA LAND d.o.o.
Ugovor o kupoprodaji potraživanja – Samo Dodatak 1 i Dodatak 2

STALNI SUDSKI TUMAČ ZA ENGLESKI JEZIK
Dipl. iur.
Nenad Vukadinović
ZAGREB

Nenad Vukadinović, dipl.iur.
STALNI SUDSKI TUMAČ ZA ENGLESKI JEZIK
e-mail: nenovukadinovic@gmail.com

DODATAK 1 - Potraživanja

(specifikacija sa stanjem na dan 31. listopada 2023.)

Zajam_ID	Ime/Naziv klijenta	Valuta (OCY)	Ukupno (TCE) na dan 12.10.2023.	Ukupno (TCE) na dan 31.10.2023.
100072	Hoteli Novi D.O.O.	EUR	7.888.000,96	7.907.079,05
100074	Hoteli Novi D.O.O.	EUR	6.436.539,32	6.445.268,92
100075	Hoteli Novi D.O.O.	EUR	6.468.888,59	6.477.662,08
100076	Hoteli Novi D.O.O.	EUR	104.845.856,43	104.987.849,45
100077	Hoteli Novi D.O.O.	EUR	21.732.199,81	21.789.130,91
100078	Hoteli Novi D.O.O.	EUR	20.142.894,14	20.193.951,25
100079	Hoteli Novi D.O.O.	EUR	10.321.540,70	10.346.247,36
100086	Hoteli Novi D.O.O.	EUR	45.708.610,55	45.772.059,02
100090	Hoteli Novi D.O.O.	EUR	6.111.424,87	6.120.796,07
100091	Hoteli Novi D.O.O.	EUR	20.524.966,73	20.553.077,94
Ukupno			250.180.922,10	250.593.122,05

Zajam_ID	Ime/Naziv klijenta	Valuta (OCY)	Ukupno (TCE) na dan 12.10.2023	Ukupno (TCE) na dan 31.10.2023
100089	Hoteli Novi D.D.	EUR	15.628.471,75	15.650.826,29
100073	Bijela Kuća D.O.O.	EUR	8.124.934,92	8.145.255,57
100071	Novi Spa Hotels & Resorts D.O.O.	EUR	2.376.834,95	2.383.267,20
Ukupno			26.130.241,62	26.179.349,06

Zajam_ID	Ime/Naziv klijenta	Valuta (OCY)	Ukupno (TCE) na dan 12.10.2023	Ukupno (TCE) 31.10.2023
100087	Orbis Holding D.O.O.	EUR	1.449.671,78	1.451.683,84

277.760.835,50	278.224.154,95

DODATAK 2 – Instrumenti osiguranja

Instrumenti osiguranja konkretno uključuju sljedeće, uz relevantne napomene

„Meki" instrumenti osiguranja:

Zajam_ID	Ime/Naziv klijenta	Vrsta osiguranja	Broj instrumenata	Broj/Oznaka	Založni dužnik/Izdavatelj	Napomena
100072	HOTELI NOVI d.o.o.	Zadužnica	10	OV-290/05, OV-2089/05, OV-2088/05, OV-2087/05, OV-2086/05, OV-2085/05, OV-2084/05, OV-2083/05, OV-2082/05, OV-2081/05	HOTELI NOVI d.o.o.	
100072	HOTELI NOVI d.o.o.	Mjenica	5	A04092186, A04092187, A04092188, A04092189, A04092190,	HOTELI NOVI d.o.o.	
100074	HOTELI NOVI d.o.o.	Zadužnica	8	OV-12919/05, OV-12922/05, OV-12923/05, OV-12924/05, OV-12925/05, OV-12926/05, OV-12927/05, OV-12928/05	ALPEADRIA TRAVEL d.o.o.	
100074	HOTELI NOVI d.o.o.	Mjenica	5	A01971181, A01971182, A01971183, A01971184, A01971185	ALPEADRIA TRAVEL d.o.o.	
100075	HOTELI NOVI d.o.o.	Zadužnica	8	OV-12037/05, OV-12039/05, OV-12040/05, OV-12041/05, OV-12042/05, OV-12043/05, OV-12044/05, OV-12046/05	ALPEADRIA TRAVEL d.o.o.	
100075	HOTELI NOVI d.o.o.	Mjenica	5	A04092110, A04092111, A04092133, A04092134, A04092135	ALPEADRIA TRAVEL d.o.o.	
100076	HOTELI NOVI d.o.o.	Mjenica	5	A04092191, A04092192, A04092193, A04092194, A04092195	HOTELI NOVI d.o.o.	
100077	HOTELI NOVI d.o.o.	Zadužnica	10	OV-20973/2008, OV-20974/2008, OV-20975/2008, OV-20976/2008, OV-20977/2008, OV-20978/2008, OV-20979/2008, OV-20980/2008, OV-20981/2008, OV-20982/2008	HOTELI NOVI d.o.o.	
100077	HOTELI NOVI d.o.o.	Mjenica	5	A05318076, A05318077, A05318078, A05318079, A05318080	HOTELI NOVI d.o.o.	
100078	HOTELI NOVI d.o.o.	Zadužnica	10	OV-22606/08, OV-22607/08, OV-22608/08, OV-22609/08, OV-22610/08, OV-22611/08, OV-22612/08, OV-22613/08, OV-22614/08, OV-22615/08	HOTELI NOVI d.o.o.	
100078	HOTELI NOVI d.o.o.	Mjenica	5	A05318202, A05318203, A05318204, A05318205, A05318206	HOTELI NOVI d.o.o.	
100079	HOTELI NOVI d.o.o.	Zadužnica	10	OV-8148/05, OV-8149/05, OV-8150/05, OV-8151/05, OV-8152/05, OV-8153/05,	HOTELI NOVI d.o.o.	

				OV-8154/05, OV-8155/05, OV-8156/05, OV-8157/05		
100079	HOTELI NOVI d.o.o.	Mjenica	5	A04019166, A04019167, A04019168, A04019169, A04019170	HOTELI NOVI d.o.o.	
100086	HOTELI NOVI d.o.o.	Zadužnica	20	OV-18803/06, OV-18802/06, OV-18801/06, OV-18800/06, OV-18799/06, OV-18798/06, OV-18797/06, OV-18796/06, OV-18795/06, OV-18794/06, OV-18793/06, OV-18792/06, OV-18791/06, OV-18790/06, OV-18789/06, OV-18788/06, OV-18787/06, OV-18786/06, OV-18785/06, OV-18784/06	HOTELI NOVI d.o.o.	
100086	HOTELI NOVI d.o.o.	Zadužnica	1	OV-18804/06	HOTELI NOVI d.o.o.	
100086	HOTELI NOVI d.o.o.	Mjenica	10	A05633519, A05633518, A05633517, A05633516, A05633515, A05633514, A05633513, A05633512, A05633511, A05633510	HOTELI NOVI d.o.o.	
100086	HOTELI NOVI d.o.o.	Mjenica	10		HOTELI NOVI d.o.o.	
100086	HOTELI NOVI d.o.o.	Založno pravo na poslovnim udjelima	3	FINA REGISTAR ZAGREB 6700-3012/06, FINA REGISTAR ZAGREB 6695-301/06, FINA REGISTAR ZAGREB 6697-301/06,	Udjeli u Hotel Novi d.o.o. (vlasnici Hotel Novi d.d., Bijela kuća d.o.o. sada Bijela ideja d.o.o., LIR d.o.o. sada Sky consulting d.o.o.); udjeli u Bijela kuća d.o.o. sada Bijela ideja d.o.o. (vlasnici Hoteli Novi d.d., Hoteli Novi d.o.o. i Dario Kožul)	
100090	HOTELI NOVI d.o.o.	Zadužnica	10	OV-18667/05, OV-18668/05, OV-18669/05, OV-18670/05, OV-18671/05, OV-18672/05, OV-18673/05, OV-18674/05, OV-18675/05, OV-18676/05	ALPEADRIA TRAVEL d.o.o.	
100090	HOTELI NOVI d.o.o.	Zadužnica	10	OV-1950/2009, OV-1951/2009, OV-1952/2009, OV-1953/2009, OV-1954/2009, OV-1955/2009, OV-1956/2009, OV-1957/2009, OV-1958/2009, OV-1959/2009	HOTELI NOVI d.o.o.	
100090	HOTELI NOVI d.o.o.	Zadužnica	1	OV-18677/05	APEADRIA TRAVEL d.o.o.	
100090	HOTELI NOVI d.o.o.	Mjenica	5	A03680061, A03680062, A03680063, A03680064, A03680065	ALPEADRIA TRAVEL d.o.o.	
100090	HOTELI NOVI d.o.o.	Mjenica	5	A06011315, A06011326, A06011327, A06011328, A06011329	HOTELI NOVI d.o.o.	

100091	HOTELI NOVI d.o.o.	Zadužnica	30	OV-20614/05, OV-20613/05, OV-20627/05, OV-20625/05, OV-20624/05, OV-20623/05, OV-20622/05, OV-20621/05, OV-20620/05, OV-20619/05, OV-20618/05, OV-20604/05, OV-20602/05, OV-20601/05, OV-20600/05, OV-20599/05, OV-20598/05, OV-20603/05, OV-20605/05, OV-20606/05, OV-20607/05, OV-20608/05, OV-20609/05, OV-20610/05, OV-20611/05, OV-20612/05, OV-20615/05, OV-20616/05, OV-20626/05, OV-20617/05	HOTELI NOVI d.o.o.	
100091	HOTELI NOVI d.o.o.	Zadužnica	1	OV-20584/05	HOTELI NOVI d.o.o.	
100091	HOTELI NOVI d.o.o.	Mjenica	10	A03559401, A03559402, A03559403, A03559404, A03559405, A03559406, A03559407, A03559408, A03559409, A03559410	HOTELI NOVI d.o.o.	
100091	HOTELI NOVI d.o.o.	Mjenica	10	A02393126, A02393125, A02393127, A02393128, A02393129, A02808801, A02808802, A02808803, A02808804, A02808805	HOTELI NOVI d.o.o.	
100091	HOTELI NOVI d.o.o.	Mjenica	10		HOTELI NOVI d.o.o.	
100089	HOTELI NOVI d.o.o.	Zadužnica	10	OV-6605/04, OV-6606/04, OV-6607/04, OV-6608/04, OV-6609/04, OV-6610/04, OV-6611/04, OV-6612/04, OV-6613/04, OV-6614/04	HOTELI NOVI d.o.o.	
100089	HOTELI NOVI d.o.o.	Zadužnica	1	OV-6604/04	HOTELI NOVI d.o.o.	
100089	HOTELI NOVI d.o.o.	Mjenica	5	A01542183, A01542184, A01542185, A01542186, A01542187	HOTELI NOVI d.o.o.	
100089	HOTELI NOVI d.o.o.	Mjenica	5		HOTELI NOVI d.o.o.	
100073	BIJELA KUĆA d.o.o., sada Bijela ideja d.o.o.	Zadužnica	5	OV-3682/04, OV-3683/04, OV-3684/04, OV-3685/04, OV-3686/04	BIJELA KUĆA d.o.o.	
100073	BIJELA KUĆA d.o.o., sada Bijela ideja d.o.o.	Mjenica	5	A00984062, A00984063, A00984064, A00984903, A00984904	BIJELA KUĆA d.o.o.	
100073	BIJELA KUĆA d.o.o., sada Bijela ideja d.o.o.	Založno pravo na dionicama - NEPRENOSIVO	-	HNVI-R-A (HOTELI NOVI D.D.)	LIR d.o.o.	Hoteli Novi d.d. sada su u Sudskom registru registrirani kao stečajna imovina nakon stečajnog postupka, stoga se dionice ne mogu prenositi.
100073	BIJELA KUĆA d.o.o., sada Bijela ideja d.o.o.	Založno pravo na dionicama - NEPRENOSIVO	-	HNVI-R-A (HOTELI NOVI D.D.)	LIR d.o.o.	Hoteli Novi d.d. sada su u Sudskom registru registrirani kao

						stečajna imovina nakon stečajnog postupka, stoga se dionice ne mogu prenositi.
100071	NOVI SPA HOTELS & RESORTS d.o.o.	Zadužnica	8	OV-834/2010, OV-835/2010, OV-836/2010, OV-837/2010, OV-838/2010, OV-839/2010, OV-840/2010, OV-841/2010,	HOTELI NOVI d.o.o.	
100071	NOVI SPA HOTELS & RESORTS d.o.o.	Zadužnica	1	OV-833/2010	HOTELI NOVI d.o.o.	
100071	NOVI SPA HOTELS & RESORTS d.o.o.	Zadužnica	8	OV-524/10, OV-525/10, OV-526/10, OV-527/10, OV-528/10, OV-529/10, OV-530/10, OV-531/10	NOVI SPA HOTELS & RESORTS d.o.o.	
100071	NOVI SPA HOTELS & RESORTS d.o.o.	Mjenica	3	A06482573, A06482574, A06482575	HOTEL NOVI d.o.o.	
100071	NOVI SPA HOTELS & RESORTS d.o.o.	Mjenica	3	A06482576, A06482577, A06482578	NOVI SPA HOTELS & RESORTS d.o.o.	
100087	ORBIS HOLDING d.o.o., sada Orbis consulting d.o.o.	Zadužnica	3	OV-11985/2002, OV-11986/2002, OV-9343/2002	ORBIS HOLDING d.o.o.	
100087	ORBIS HOLDING d.o.o., sada Orbis consulting d.o.o.	Mjenica	2	A04219088, A04219087	Zvonimir Bruno Orešar	
100087	ORBIS HOLDING d.o.o., sada Orbis consulting d.o.o.	Mjenica	6	A04005949, A040059494, A04005945, A04005946, A04005948, A04005947	ORBIS HOLDING d.o.o., sada Orbis Consulting d.o.o.	
100087	ORBIS HOLDING d.o.o., sada Orbis consulting d.o.o.	Založno pravo na dionicama – NEPRENOSIVO	-	JDKM-R-A (JADRANKAMEN D.D.)	Kovačević Nikola	Po provedbi stečajnog plana društvo je promijenilo oblik iz dioničkog (d.d.) u društvo s ograničenom odgovornošću (d.o.o.); 100% vlasnik je Milenko Grbić, stoga se dionice ne mogu prenositi.
100087	ORBIS HOLDING d.o.o., sada Orbis consulting d.o.o.	Založno pravo na dionicama – NEPRENOSIVO	-	JDKM-R-A (JADRANKAMEN D.D.)	ORBIS HOLDING d.o.o., sada Orbis consulting d.o.o.	Po provedbi stečajnog plana društvo je promijenilo oblik iz dioničkog (d.d.) u društvo s ograničenom odgovornošću (d.o.o.); 100% vlasnik je Milenko Grbić, stoga

						se dionice ne mogu prenositi.
100087	ORBIS HOLDING d.o.o., sada Orbis consulting d.o.o.	Založno pravo na dionicama – NEPRENOSIVO	-	JDKM-R-A (JADRANKAMEN D.D.)	LIR d.o.o.	Po provedbi stečajnog plana društvo je promijenilo oblik iz dioničkog (d.d.) u društvo s ograničenom odgovornošću (d.o.o.); 100% vlasnik je Milenko Grbić, stoga se dionice ne mogu prenositi.
100087	ORBIS HOLDING d.o.o., sada Orbis consulting d.o.o.	Založno pravo na dionicama – NEPRENOSIVO	-	JDKM-R-A (JADRANKAMEN D.D.)	UZOR d.o.o.	Po provedbi stečajnog plana društvo je promijenilo oblik iz dioničkog (d.d.) u društvo s ograničenom odgovornošću (d.o.o.); 100% vlasnik je Milenko Grbić, stoga se dionice ne mogu prenositi.

Hipoteke:

ZK Općinskog suda	ZK odjel	Katastarska općina	ZK uložak br.	Katastarska čestica br.	Vlasnik	Vlasništvo
Crikvenica	Novi Vinodolski	Ledenice	2149	4223/2; 4223/3	OPĆE DOBRO – POMORSKO DOBRO Prethodni vlasnik Hoteli Novi d.d.	1/1
red	**Z**	**Dužnik**	**Ugovor br.**	**Zajam_ID**	**Iznos**	**Valuta**
1	Z-1038/04	HOTELI NOVI d.d.	HR/788	100089	14.800.000,00	EUR
2	Z-99/05	HOTELI NOVI d.o.o.	011-11/2005	100076	39.000.000,00	EUR
3	Z-1184/08	HOTELI NOVI d.o.o.	031-450/2008	100077	8.500.000,00	EUR
4	Z-1200/08	HOTELI NOVI d.o.o.	031-65/05	100072	22.500.000,00	HRK
		HOTELI NOVI d.o.o.	031-256/2005	100079	4.000.000,00	EUR
		HOTELI NOVI d.o.o.	031-48/2005	100075	3.000.000,00	EUR
		HOTELI NOVI d.o.o.	031-52/2005	100074	3.000.000,00	EUR
		HOTELI NOVI d.o.o.	031-69/2005	100090	3.000.000,00	EUR
5	Z-1201/08	HOTELI NOVI d.o.o.	HR/1379	100086	20.000.000,00	EUR
		HOTELI NOVI d.o.o.	HR/1258	100091	11.000.000.00	EUR
		HOTELI NOVI d.d.	HR/788	100089	14.800.000,00	EUR
6	Z-1361/08	HOTELI NOVI d.o.o.	031-484/2008	100078	7.600.000,00	EUR

SCHEDULE 1 - the Receivables

(specification as of 31 October 2023)

Loan_ID	Client Name	OCY	TCE as of 12.10.2023	TCE as of 31.10.2023
100072	Hoteli Novi D.O.O.	EUR	7.888.000,96	7.907.079,05
100074	Hoteli Novi D.O.O.	EUR	6.436.539,32	6.445.268,92
100075	Hoteli Novi D.O.O.	EUR	6.468.888,59	6.477.662,08
100076	Hoteli Novi D.O.O.	EUR	104.845.856,43	104.987.849,45
100077	Hoteli Novi D.O.O.	EUR	21.732.199,81	21.789.130,91
100078	Hoteli Novi D.O.O.	EUR	20.142.894,14	20.193.951,25
100079	Hoteli Novi D.O.O.	EUR	10.321.540,70	10.346.247,36
100086	Hoteli Novi D.O.O.	EUR	45.708.610,55	45.772.059,02
100090	Hoteli Novi D.O.O.	EUR	6.111.424,87	6.120.796,07
100091	Hoteli Novi D.O.O.	EUR	20.524.966,73	20.553.077,94
Total			250.180.922,10	250.593.122,05

Loan_ID	Client Name	OCY	TCE as of 12.10.2023	TCE as of 31.10.2023
100089	Hoteli Novi D.D.	EUR	15.628.471,75	15.650.826,29
100073	Bijela Kuća D.O.O.	EUR	8.124.934,92	8.145.255,57
100071	Novi Spa Hotels & Resorts D.O.O.	EUR	2.376.834,95	2.383.267,20
Total			26.130.241,62	26.179.349,06

Loan_ID	Client Name	OCY	TCE as of 12.10.2023	TCE as of 31.10.2023
100087	Orbis Holding D.O.O.	EUR	1.449.671,78	1.451.683,84
			277.760.835,50	278.224.154,95

SCHEDULE 2 – Security Interest

Collaterals particularly include the following, with relevant notes

Soft collaterals:

Loan_ID	Client Name	Collatera Type	No. of Collateral	Collateral Number	Collateral owner/issuer	Comment
100072	HOTELI NOVI d.o.o.	Promissory note	10	OV-290/05, OV-2089/05, OV-2088/05, OV-2087/05, OV-2086/05, OV-2085/05, OV-2084/05, OV-2083/05, OV-2082/05, OV-2081/05	HOTELI NOVI d.o.o.	
100072	HOTELI NOVI d.o.o.	Bills of exchange	5	A04092186, A04092187, A04092188, A04092189, A04092190	HOTELI NOVI d.o.o.	
100074	HOTELI NOVI d.o.o.	Promissory note	8	OV-12919/05, OV-12922/05, OV-12923/05, OV-12924/05, OV-12925/05, OV-12926/05, OV-12927/05, OV-12928/05	ALPE ADRIA TRAVEL d.o.o.	
100074	HOTELI NOVI d.o.o.	Bills of exchange	5	A01971181, A01971182, A01971183, A01971184, A01971185	ALPE ADRIA TRAVEL d.o.o.	
100075	HOTELI NOVI d.o.o.	Promissory note	8	OV-12037/05, OV-12039/05, OV-12040/05, OV-12041/05, OV-12042/05, OV-12043/05, OV-12044/05, OV-12046/05	ALPE ADRIA TRAVEL d.o.o.	
100075	HOTELI NOVI d.o.o.	Bills of exchange	5	A04092110, A04092111, A04092133, A04092134, A04092135	ALPE ADRIA TRAVEL d.o.o.	
100076	HOTELI NOVI d.o.o.	Bills of exchange	5	A04092191, A04092192, A04092193, A04092194, A04092195	HOTELI NOVI d.o.o.	
100077	HOTELI NOVI d.o.o.	Promissory note	10	OV-20973/2008, OV-20974/2008, OV-20975/2008, OV-20976/2008, OV-20977/2008, OV-20978/2008, OV-20979/2008, OV-20980/2008, OV-20981/2008, OV-20982/2008	HOTELI NOVI d.o.o.	
100077	HOTELI NOVI d.o.o.	Bills of exchange	5	A05318076, A05318077, A05318078, A05318079, A05318080	HOTELI NOVI d.o.o.	
100078	HOTELI NOVI d.o.o.	Promissory note	10	OV-22606/2008, OV-22607/2008, OV-22608/2008, OV-22609/2008, OV-22610/2008, OV-22611/2008, OV-22612/2008, OV-22613/2008, OV-22614/2008, OV-22615/2008	HOTELI NOVI d.o.o.	
100078	HOTELI NOVI d.o.o.	Bills of exchange	5	A05318202, A05318203, A05318204, A05318205, A05318206	HOTELI NOVI d.o.o.	
100079	HOTELI NOVI d.o.o.	Promissory note	10	OV-8148/05, OV-8149/05, OV-8150/05, OV-8151/05, OV-8152/05, OV-8153/05, OV-8154/05, OV-8155/05, OV-8156/05, OV-8157/05	HOTELI NOVI d.o.o.	
100079	HOTELI NOVI d.o.o.	Bills of exchange	5	A04019166, A04019167, A04019168, A04019169, A04019170	HOTELI NOVI d.o.o.	
100086	HOTELI NOVI d.o.o.	Promissory note	20	OV-18803/06, OV-18802/06, OV-18801/06, OV-18800/06, OV-18799/06, OV-18798/06, OV-18797/06, OV-18796/06, OV-18795/06, OV-18794/06, OV-18793/06, OV-18792/06, OV-18791/06, OV-18790/06, OV-18789/06, OV-18788/06, OV-18787/06, OV-18786/06, OV-18785/06, OV-18784/06	HOTELI NOVI d.o.o.	
100086	HOTELI NOVI d.o.o.	Promissory note	1	OV-18804/06	HOTELI NOVI d.o.o.	
100086	HOTELI NOVI d.o.o.	Bills of exchange	10	A05633519, A05633518, A05633517, A05633516, A05633515, A 05633514, A05633513, A05633512, A05633511, A05633510	HOTELI NOVI d.o.o.	
100086	HOTELI NOVI d.o.o.	Bills of exchange	10		HOTELI NOVI d.o.o.	
100086	HOTELI NOVI d.o.o.	Pledged Shares	3	FINA REGISTRY ZAGREB 6700-3012/06, FINA REGISTRY ZAGREB 6695-301/06, FINA REGISTRY ZAGREB 6697-301/06	Shares of Hoteli Novi d.o.o. (owners Hoteli Novi d.d., Bijela kuća d.o.o. now Bijela ideja d.o.o., LIR d.o.o. now Sky consulting d.o.o.); Shares of Bijela kuća d.o.o. now Bijela ideja d.o.o. (owners Hoteli Novi d.d., Hoteli Novi d.o.o. and Dario Kožul)	
100090	HOTELI NOVI d.o.o.	Promissory note	10	OV-18667/05, OV-18668/05, OV-18669/05, OV-18670/05, OV-18671/05, OV-18672/05, OV-18673/05, OV-18674/05, OV-18675/0, OV-18676/05	ALPE ADRIA TRAVEL d.o.o.	
100090	HOTELI NOVI d.o.o.	Promissory note	10	OV-1950/2009, OV-1951/2009, OV-1952/2009, OV-1953/2009, OV-1954/2009, OV-1955/2009, OV-1956/2009, OV-1957/2009, OV-1958/2009, OV-1959/2009	HOTELI NOVI d.o.o.	
100090	HOTELI NOVI d.o.o.	Promissory note	1	OV-18677/05	ALPE ADRIA TRAVEL d.o.o.	
100090	HOTELI NOVI d.o.o.	Bills of exchange	5	A03680061, A03680062, A03680063, A03680064, A03680065	ALPE ADRIA TRAVEL d.o.o.	
100090	HOTELI NOVI d.o.o.	Bills of exchange	5	A06011315, A06011326, A06011327, A06011328, A06011329	HOTELI NOVI d.o.o.	
100091	HOTELI NOVI d.o.o.	Promissory note	30	OV-20614/05, OV-20613/05, OV-20627/05, OV-20625/05, OV-20624/05, OV-20623/05, OV-20622/05, OV-20621/05, OV-20620/05, OV-20619/05, OV-20618/05, OV-20604/05, OV-20602/05, OV-20601/05, OV-20600/05, OV-20599/05, OV-20598/05, OV-20603/05, OV-20605/05, OV-20606/05, OV-20607/05, OV-20608/05, OV-20609/05, OV-20610/05, OV-20611/05, OV-20612/05, OV-20615/05, OV-20616/05, OV-20626/05, OV-20617/05	HOTELI NOVI d.o.o.	

100091	HOTELI NOVI d.o.o.	Promissory note	1	OV-20584/05	HOTELI NOVI d.o.o.	
100091	HOTELI NOVI d.o.o.	Bills of exchange	10	A03559401, A03559402, A03559403, A03559404, A03559405, A 03559406, A03559407, A03559408, A03559409, A03559410	HOTELI NOVI d.o.o.	
100091	HOTELI NOVI d.o.o.	Bills of exchange	10	A02393126, A02393125, A02393127, A02393128, A02393129, A 02808801, A02808802, A02808803, A02808804, A02808805	HOTELI NOVI d.o.o.	
100091	HOTELI NOVI d.o.o.	Bills of exchange	10		HOTELI NOVI d.o.o.	
100089	HOTELI NOVI d.d.	Promissory note	10	OV-6605/04, OV-6606/04, OV-6607/04, OV-6608/04, OV-6609/04, OV-6610/04, OV-6611/04, OV-6612/04, OV-6613/04, OV-6614/04	HOTELI NOVI d.d.	
100089	HOTELI NOVI d.d.	Promissory note	1	OV-6604/04	HOTELI NOVI d.d.	
100089	HOTELI NOVI d.d.	Bills of exchange	5	A01542183, A01542184, A01542185, A01542186, A01542187	HOTELI NOVI d.d.	
100089	HOTELI NOVI d.d.	Bills of exchange	5		HOTELI NOVI d.d.	
100073	BIJELA KUĆA d.o.o. now Bijela ideja d.o.o.	Promissory note	5	OV-3682/04, OV-3683/04, OV-3684/04, OV-3685/04, OV-3686/04	BIJELA KUĆA d.o.o.	
100073	BIJELA KUĆA d.o.o. now Bijela ideja d.o.o.	Bills of exchange	5	A00984062, A00984063, A00984064, A00984903, A00984904	BIJELA KUĆA d.o.o.	
100073	BIJELA KUĆA d.o.o. now Bijela ideja d.o.o.	Pledged Shares - not to be transferred	n/a	HNVI-R-A (HOTELI NOVI D.D.)	LIR d.o.o.	Hoteli Novi d.d. are now registered in Court register as bankruptcy estate after bankruptcy proceedings, therefore the shares are not be transferred.
100073	BIJELA KUĆA d.o.o. now Bijela ideja d.o.o.	Pledged Shares - not to be transferred	n/a	HNVI-R-A (HOTELI NOVI D.D.)	LIR d.o.o.	Hoteli Novi d.d. are now registered in Court register as bankruptcy estate after bankruptcy proceedings, therefore the shares are not be transferred.
100071	NOVI SPA HOTELS & RESORTS d.o.o.	Promissory note	8	OV-834/2010, OV-835/2010, OV-836/2010, OV-837/2010, OV-838/2010, OV-839/2010, OV-840/2010, OV-841/2010	HOTELI NOVI d.o.o.	
100071	NOVI SPA HOTELS & RESORTS d.o.o.	Promissory note	1	OV-833/2010	HOTELI NOVI d.o.o.	
100071	NOVI SPA HOTELS & RESORTS d.o.o.	Promissory note	8	OV-524/10, OV-525/10, OV-526/10, OV-527/10, OV-528/10, OV-529/10, OV-530/10, OV-531/10	NOVI SPA HOTELS & RESORTS d.o.o.	
100071	NOVI SPA HOTELS & RESORTS d.o.o.	Bills of exchange	3	A06482573, A06482574, A06482575	HOTELI NOVI d.o.o.	
100071	NOVI SPA HOTELS & RESORTS d.o.o.	Bills of exchange	3	A06482576, A06482577, A06482578	NOVI SPA HOTELS & RESORTS d.o.o.	
100087	ORBIS HOLDING d.o.o. now Orbis consulting d.o.o.	Promissory note	3	OV-11985/2002, OV-11986/2002, OV-9343/2002	ORBIS HOLDING d.o.o.	
100087	ORBIS HOLDING d.o.o. now Orbis consulting d.o.o.	Bills of exchange	2	A04219088, A04219087	Zvonimir Bruno Orešar	
100087	ORBIS HOLDING d.o.o. now Orbis consulting d.o.o.	Bills of exchange	6	A04005949, A04005944, A04005945, A04005946, A04005948, A 04005947	ORBIS HOLDING d.o.o. now Orbis consulting d.o.o.	
100087	ORBIS HOLDING d.o.o. now Orbis consulting d.o.o.	Pledged Shares - not to be transferred	n/a	JDKM-R-A (JADRANKAMEN D.D.)	Kovačević Nikola	After the implementation of the bankruptcy plan, the company was transformed from a joint-stock company (d.d.) into a limited liability company (d.o.o.); 100% owner of the company is Milenko Grbić, therefore the shares are not to be transferred.
100087	ORBIS HOLDING d.o.o. now Orbis consulting d.o.o.	Pledged Shares - not to be transferred	n/a	JDKM-R-A (JADRANKAMEN D.D.)	ORBIS HOLDING d.o.o. now Orbis consulting d.o.o.	After the implementation of the bankruptcy plan, the company was transformed from a joint-stock company (d.d.) into a limited liability company (d.o.o.); 100% owner of the company is Milenko Grbić, therefore the shares are not transferred.
100087	ORBIS HOLDING d.o.o. now Orbis consulting d.o.o.	Pledged Shares - not to be transferred	n/a	JDKM-R-A (JADRANKAMEN D.D.)	LIR d.o.o.	After the implementation of the bankruptcy plan, the company was transformed from a joint-stock company (d.d.) into a limited liability company (d.o.o.); 100% owner of the company is Milenko Grbić, therefore the shares are not to be transferred.
100087	ORBIS HOLDING d.o.o. now Orbis consulting d.o.o.	Pledged Shares - not to be transferred	n/a	JDKM-R-A (JADRANKAMEN D.D.)	UZOR d.d.	After the implementation of the bankruptcy plan, the company was transformed from a joint-stock company (d.d.) into a limited liability company (d.o.o.); 100% owner of the company is Milenko Grbić, therefore the shares are not to be transferred.

Mortgages:

Land registry of Municipal court	Land registry	Cadastral municipality	land registry folder no.	Cadastral plot no.	Owner	Owners portion
Crikvenica	Novi Vinodolski	Ledenice	2149	4223/2; 4223/3	OPĆE DOBRO - POMORSKO DOBRO previous owner Hoteli Novi d.d.	1/1

rank	Z	Debtor	Contract	Loan_ID	AMOUNT	CURRENCY
1	Z-1038/04	HOTELI NOVI d.d.	HR/788	100089	14.800.000,00	EUR
2	Z-99/05	HOTELI NOVI d.o.o.	011-11/2005	100076	39.000.000,00	EUR
3	Z-1184/08	HOTELI NOVI d.o.o.	031-450/2008	100077	8.500.000,00	EUR
4	Z-1200/08	HOTELI NOVI d.o.o.	031-65/05	100072	22.500.000,00	HRK
		HOTELI NOVI d.o.o.	031-256/2005	100079	4.000.000,00	EUR
		HOTELI NOVI d.o.o.	031-48/2005	100075	3.000.000,00	EUR
		HOTELI NOVI d.o.o.	031-52/2005	100074	3.000.000,00	EUR
		HOTELI NOVI d.o.o.	031-69/2005	100090	3.000.000,00	EUR
5	Z-1201/08	HOTELI NOVI d.o.o.	HR/1379	100086	20.000.000,00	EUR
		HOTELI NOVI d.o.o.	HR/1258	100091	11.000.000,00	EUR
		HOTELI NOVI d.d.	HR/788	100089	14.800.000,00	EUR
6	Z-1361/08	HOTELI NOVI d.o.o.	031-484/2008	100078	7.600.000,00	EUR

LOAN SALE AND PURCHASE AGREEMENT / UGOVOR O KUPOPRODAJI POTRAŽIVANJA

between / između

B2 PORTFOLIO d.o.o.

and / i

NV ADRIA LAND d.o.o.

12.12.2023

This Loan Sale and Purchase Agreement (hereinafter: the "**Agreement**") is entered into on 12/12/2023 by and between:

Ovaj Ugovor o kupoprodaji potraživanja (dalje u tekstu: „Ugovor") dana 12.12.2023. sklopili su:

B2 PORTFOLIO d.o.o., with registered seat in Zagreb, Croatia, Radnička cesta 41, registered with court registry of the Commercial court in Zagreb under no. (MBS) 081070340, PIN (OIB): 21970470141 duly represented by Kristina Pijović, director (hereinafter: the "**Assignor**")

B2 PORTFOLIO d.o.o., sa sjedištem u Zagrebu, Hrvatska, Radnička cesta 41, upisano u sudski registar Trgovačkog suda u Zagrebu, MBS: 081070340, OIB: 21970470141, valjano zastupano po Kristini Pijović, direktorici (dalje u tekstu: „**Cedent**")

and

i

NV ADRIA LAND d.o.o., with registered seat in Zagreb, Masarykova ulica 3, registered with court registry of the Commercial court in Zagreb under no. (MBS) 081548729, OIB: 79672943589, duly represented by Franci Tušek and Krunoslav Santini, Directors (hereinafter: the "**Assignee**")

NV ADRIA LAND d.o.o., sa sjedištem u Zagrebu, Masarykova ulica 3, upisano u sudski registar Trgovačkog suda u Zagrebu, MBS: 081548729, OIB: 79672943589, valjano zastupano po Franciju Tušeku i Krunoslavu Santiniju, direktorima (dalje u tekstu: „**Cesionar**")

1. Recitals

1.1 On 23rd November 2017 the Assignor as the assignee and Addiko Bank d.d. (earlier: HYPO ALPE-ADRIA BANK d.d.), Zagreb, Slavonska Avenija 6, OIB: 14036333877 as the assignor signed the assignment agreement based on which the Assignor purchased from Addiko Bank d.d. all rights and obligations under the Loan Agreement 1 (as defined below) towards the Debtor 1, Debtor 2 and Debtor 3 (hereinafter: the "**Assignment Agreement 1**").

1. Uvodne napomene

1.1. Dana 23. studenog 2017. Cedent u svojstvu cesionara i Addiko Bank d.d. (ranije: HYPO ALPE-ADRIA BANK d.d.), Zagreb, Slavonska Avenija 6, OIB: 14036333877 u svojstvu cedenta sklopili su ugovor o cesiji temeljem kojega je Cedent od Addiko Bank d.d. kupio sva prava i obveze koje proizlaze iz Ugovora o kreditu 1 (pojam definiran u nastavku) prema Dužniku 1, Dužniku 2 i Dužniku 3 (pojam definiran u nastavku) (dalje u tekstu: „**Ugovor o cesiji 1**").

1.2 On 23rd November 2017 the Assignor as the assignee and HETA ASSET RESOLUTION AG, Alpen-Adria-Platz 1, 9020 Klagenfurt, Austria, PIN: 90730821413 as the assignor signed the assignment agreement based on which the Assignor purchased from HETA ASSET RESOLUTION AG all rights and obligations under the Loan Agreement 2 (as defined below) towards the Debtor 4 and Debtor 5 (hereinafter: the **"Assignment Agreement 2** ").

1.2. Dana 23. studenog 2017. Cedent u svojstvu cesionara i HETA ASSET RESOLUTION AG, Alpen-Adria-Platz 1, 9020 Klagenfurt, Austrija, OIB: 90730821413, u svojstvu cedenta sklopili su ugovor o cesiji temeljem kojega je Cedent od HETA ASSET RESOLUTION AG kupio sva prava i obveze koje proizlaze iz Ugovora o kreditu 2 (pojam definiran u nastavku) prema Dužniku 4 i Dužniku 5 (dalje u tekstu: „**Ugovor o cesiji 2**").

1.3 The total outstanding amount of the claim under the Loan Agreement 1 and Loan Agreement 2, towards the Debtor 1, Debtor 2, Debtor 3, Debtor 4 and Debtor 5 as of 31 October 2023 amounts to EUR 278,224,154.95 as specified in Schedule 1 (hereinafter: the "Receivables"). The Parties agree to amend the specification of the outstanding amount of the claim according to the Decision on settlement, passed by the Municipal court in Crikvenica, case file number: Ovr-971/2019, once it becomes binding, regarding which annex to the Agreement will be concluded.

1.3 Ukupni nepodmireni iznos tražbine s osnove Ugovora o kreditu 1 i Ugovora o kreditu 2, prema Dužniku 1, Dužniku 2, Dužniku 3, Dužniku 4 i Dužniku 5 na dan 31. listopada 2023. god. iznosi 278.224.154,95 EUR, kako se navodi u Prilogu 1. (dalje u tekstu: „Potraživanja"). Stranke su suglasne da se specifikacija nepodmirenog iznosa tražbine uskladi s Rješenjem o namirenju, Općinskog suda u Crikvenici, u predmetu poslovni broj Ovr-971/2019, kada isto postane pravomoćno, te će o tome Stranke sklopiti aneks Ugovoru.

Now, the Parties agree as follows:

Stranke se dogovaraju sljedeće:

2. DEFINITIONS AND INTERPRETATIONS

2. DEFINICIJE I TUMAČENJE

2.1 Definitions

2.1 Definicije

Wherever used in this Agreement Kada se koriste u ovom Ugovoru (i

context otherwise requires, the following terms have the following meanings:

primjenjuje ovisno o kontekstu, sljedeći pojmovi imaju sljedeća značenja:

"Agreement"	means this Loan Sale and Purchase Agreement, including all Schedules hereto.	**„Ugovor"**	znači ovaj Ugovor o kupoprodaji potraživanja, uključujući sve Priloge tom Ugovoru.
"Assignment Agreement"	Means jointly Assignment Agreement 1 and Assignment Agreement 2.	**„Ugovor o cesiji"**	Znači Ugovor o cesiji 1 i Ugovor o Cesiji 2 .
"Business Day"	means a day, other than a Saturday, Sunday or public holiday on which banks are open for general business in Republic of Croatia.	**„Radni dan"**	znači radni dan, osim subote, nedjelje ili državnih praznika, kada su banke otvorene za redovno poslovanje u Republici Hrvatskoj.
"Civil Obligations Act"	means the Croatian Civil Obligations Act *(Zakon o obveznim odnosima)*.	**„Zakon o obveznim odnosima"**	Znači Zakon o obveznim odnosima Republike Hrvatske.
"Confidential Information"	has the meaning as set forth in Article 11.	**„Povjerljivi podaci"**	ima značenje utvrđeno u članku 11.
"Debtor 1"	HOTELI NOVI d.o.o., Novi Vinodolski, Hrastići 15; PIN: 22170158094.	**„Dužnik 1"**	HOTELI NOVI d.o.o., Novi Vinodolski, Hrastići 15; OIB: 22170158094.
"Debtor 2"	BIJELA IDEJA d.o.o., Zagreb, Vinogradi 62; PIN: 26600247546 (earlier: BIJELA KUĆA, PIN: 88442925438).	**„Dužnik 2"**	BIJELA IDEJA d.o.o., Zagreb, Vinogradi 62; OIB: 26600247546 (ranije: BIJELA KUĆA, OIB: 88442925438).
"Debtor 3"	NOVI SPA HOTELS & RESORTS, Novi Vinodolski, Kralja Tomislava 4, PIN: 72626625000.	**„Dužnik 3"**	NOVI SPA HOTELS & RESORTS, Novi Vinodolski, Kralja Tomislava 4, OIB: 72626625000.
"Debtor 4"	Bankruptcy estate after HOTELI NOVI d.d. in PIN: 49496441889 (earlier:	**„Dužnik 4"**	Stečajna masa iza HOTELI NOVI d.d. u stečaju 49496441889 (ranije:

	HOTELI NOVI d.d., PIN: 16257188822).		HOTELI NOVI d.d., OIB: 16257188822).
"Debtor 5"	ORBIS CONSULTING d.o.o., Vinogradi 62, Zagreb; PIN: 23588483882 (earlier: ORBIS HOLDING d.o.o., PIN: 18315544469).	**„Dužnik 5"**	ORBIS CONSULTING d.o.o., Vinogradi 62, Zagreb; OIB: 23588483882 (ranije: ORBIS HOLDING d.o.o., PIN: 18315544469).
"Loan Agreement 1"	means ***Loan ID 100076*** - **Agreement on the issuance of a foreign currency guarantee number 011-11/2005** with the Agreement on securing a monetary claim by establishing a lien on real estate, concluded on February 11, 2005, solemnized on January 4, 2006 by the public notary Ilinka Lisonek from Zagreb under number OU-354-1/2005, on the basis of which the Agreement on securing a monetary claim by establishing a lien on real estate was concluded on October 31, 2008 solemnized by notary public Ilinka Lisonek from Zagreb under number OV-20987/08 on 31.10.2008; ***Loan ID 100075*** - **Agreement on issuance of foreign currency guarantee number 031-48/2005** with the Agreement on securing a monetary claim based on a lien on real estate concluded on 26.7.2005 and the corresponding **Agreement on issuance of foreign currency**	**„Ugovor o kreditu 1"**	znači ***Loan ID 100076*** - **Ugovor o izdavanju devizne garancije broj 011-11/2005** sa Sporazumom o osiguranju novčane tražbine zasnivanjem založnog prava na nekretnini, sklopljen 11.2.2005., solemniziranim 4.1.2006. od strane javnog bilježnika Ilinke Lisonek iz Zagreba pod brojem OU-354-1/2005 temeljem kojeg je sklopljen Sporazum o osiguranju novčane tražbine zasnivanjem založnog prava na nekretninama od 31.10.2008. solemniziran od strane javnog bilježnika Ilinke Lisonek iz Zagreba pod brojem OV-20987/08, 31.10.2008.; ***Loan ID 100075*** - **Ugovor o izdavanju devizne garancije broj 031-48/2005** sa Sporazumom o osiguranju novčane tražbine zasnivanjem založnog prava na nekretnini sklopljenog 26.7.2005., i pripadajući Aneks; ***Loan ID 100074*** - **Ugovor o izdavaniu 031-52/2005** sa Sporazumom o osiguranju

guarantee number 031-52/2005 with the Agreement on securing a monetary claim by establishing a lien on real estate concluded on August 8, 2005; ***Loan ID 100090*** **- Agreement on the issuance of a foreign currency guarantee number 031-69/2005** with the Agreement on securing a monetary claim by establishing a lien on real estate concluded on November 22, 2005 and the corresponding Annex No. 1 and Annex No. 2; ***Loan ID 100072*** **- Loan Agreement number 011-65/2005** with the Agreement on securing a monetary claim by establishing a lien on real estate concluded on February 11, 2005 and the corresponding Annex 1, Annex 2, Annex 3, Annex 4, Annex 5; ***Loan ID 100079*** **- Loan Agreement number 031-256/2005** with the Agreement on securing a monetary claim by establishing a lien on real estate concluded on May 31, 2005 and the corresponding Annex 1, Annex 2, Annex 3, Annex 4, Annex 5, Annex 6; ***Loan ID 100077*** **- Loan Agreement number 031-450/2008** with the Agreement on securing a monetary claim by establishing a lien on real estate concluded on

novčane tražbine zasnivanjem založnog prava na nekretnini sklopljenog 8.8.2005.; ***Loan ID 100090*** **- Ugovor o izdavanju devizne garancije broj 031-69/2005** sa Sporazumom o osiguranju novčane tražbine zasnivanjem založnog prava na nekretnini sklopljenog 22.11.2005. te pripadajući Aneks broj 1 i Aneks broj 2; ***Loan ID 100072*** **- Ugovor o kreditu broj 011-65/2005** sa Sporazumom o osiguranju novčane tražbine zasnivanjem založnog prava na nekretnini sklopljenog 11.2.2005. te pripadajući Aneks 1, Aneks 2, Aneks 3, Aneks 4, Aneks 5; ***Loan ID 100079*** **- Ugovor o kreditu broj 031-256/2005** sa Sporazumom o osiguranju novčane tražbine zasnivanjem založnog prava na nekretnini sklopljenog 31.5.2005. te pripadajući Aneks 1, Aneks 2, Aneks 3, Aneks 4, Aneks 5, Aneks 6; ***Loan ID 100077*** **- Ugovor o kreditu broj 031-450/2008** sa Sporazumom o osiguranju novčane tražbine zasnivanjem založnog prava na nekretnini sklopljenog 31.10.2008.; ***Loan ID 100078*** **- Ugovor o kreditu broj 031-484/2008** sa Sporazumom o

	number 031-484/2008 with the Agreement on securing a monetary claim by establishing a lien on real estate concluded on November 26, 2008 and the corresponding Annex 1; ***Loan ID 100073*** **- Loan Agreement number 011-135/2004** with the Agreement on securing a monetary claim by establishing a lien on real estate concluded on March 31, 2004 and the corresponding Annex 1, Annex 2; ***Loan ID 100071*** **- Loan agreement number 011-51004391**, concluded on January 19, 2010.		založnog prava na nekretnini sklopljenog 26.11.2008. te pripadajući Aneks 1; ***Loan ID 100073*** **- Ugovor o kreditu broj 011-135/2004** sa Sporazumom o osiguranju novčane tražbine zasnivanjem založnog prava na nekretnini sklopljenog 31.3.2004. te pripadajući Aneks 1, Aneks 2; ***Loan ID 100071*** **- Ugovor o kreditu broj 011-51004391**, sklopljen 19.1.2010.
"Loan Agreement 2"	Means ***Loan ID 100087*** **- Agreement on credit operations with foreign countries number HR/681** concluded in 2003, on the basis of which the Agreement to secure a monetary claim by establishing a lien on shares dated 18.6.2003 was concluded; ***Loan ID 100089*** **– Agreement on on credit operations with foreign countries number HR/788** concluded on 5/25/2004 and the corresponding Annex 1, on the basis of which the Agreement in order to secure a monetary claim by establishing a lien on real estate from October 31, 2008 and Agreement to secure a monetary claim real estate dated	**„Ugovor o kreditu 2"**	Znači ***Loan ID 100087*** **- Ugovor o kreditnom poslovanju s inozemstvom broj HR/681** sklopljen 2003. temeljem kojeg je sklopljen Sporazum radi osiguranja novčane tražbine zasnivanjem založnog prava na dionicama od 18.6.2003.; ***Loan ID 100089*** **– Ugovor o kreditnom poslovanju s inozemstvom broj HR/788** sklopljenog 25.5.2004. te pripadajući Aneks 1, temeljem kojeg je sklopljen Sporazum radi osiguranja novčane tražbine zasnivanjem založnog prava na nekretninama od 31.10.2008. i Sporazum radi osiguranja novčane tražbine zasnivanjem nekretninama od

September 20, 2004 were concluded, ***Loan ID 100086*** - **Agreement on credit operations with foreign countries number HR/1379**, concluded on October 20, 2006 on the basis of which the Agreement in order to secure a monetary claim by establishing a lien on real estate from 31.10.2008 and the Agreement to secure a monetary claim by establishing a lien on real estate dated 20.10.2006 were concluded, ***Loan ID 100091*** - **Agreement on credit business with a foreign country number HR/1258** concluded in 2005, based on which the Agreement to secure a monetary claim by establishing a lien on real estate from 31.10.2008 and Agreement to secure a monetary claim by establishing a lien on real estate dated 31.1.2006 were concluded.

20.9.2004., ***Loan ID 100086*** - **Ugovor o kreditnom poslovanju s inozemstvom broj HR/1379**, sklopljen dana 20.10.2006. temeljem kojeg je sklopljen Sporazum radi osiguranja novčane tražbine zasnivanjem založnog prava na nekretninama od 31.10.2008. i Sporazum radi osiguranja novčane tražbine zasnivanjem založnog prava na nekretninama od 20.10.2006., ***Loan ID 100091*** – **Ugovor o kreditnom poslu s inozemstvom broj HR/1258** sklopljen 2005., temeljem kojeg je sklopljen Sporazum radi osiguranja novčane tražbine zasnivanjem založnog prava na nekretninama od 31.10.2008. i Sporazum radi osiguranja novčane tražbine zasnivanjem založnog prava na nekretninama od 31.1.2006.

"Loss"	has the meaning as set forth in Article 6.1.	**„Gubitak"**	ima značenje utvrđeno u stavku 6.1.
"Purchase Price"	has the meaning as set forth in Article 3.2.	**„Kupoprodajna cijena"**	ima značenje utvrđeno u stavku 3.2.
"Receivables"	has the meaning as set forth in Article 1.3.	**„Potraživanja"**	ima značenje utvrđeno u stavku 1.3.
"Security Interest"	means any security interest given for purpose of securing the Receivable, consumed already as	**„Sredstvo osiguranja"**	znači bilo koje sredstvo osiguranja dano u svrhu osiguranja Potraživanja, kako je specificirano u Prilogu 2 ovog Ugovora.

specified in Schedule 2 to this Agreement.

"Signing date" means the date of signing of this Agreement.

„Dan potpisivanja" znači datum potpisivanja ovog Ugovora.

2.2 Interpretation

2.2 Tumačenje

2.2.1 in this Agreement, a reference to a specified Article shall be construed as a reference to that specified Article, or Schedule to this Agreement;

2.2.1 U ovom Ugovoru upućivanje na određeni članak znači upućivanje na taj članak ovog Ugovora ili Prilog ovom Ugovoru.

2.2.2 in this Agreement, a reference (i) to an amendment or to an agreement being amended includes annexes, assignment, novation and (ii) to an agreement shall be construed as a reference to such agreement as it may be amended from time to time;

2.2.2 U ovom Ugovoru upućivanje na (i) izmjenu ili na izmijenjeni ugovor uključuje anekse, cesiju, novaciju i (ii) na ugovor znači upućivanje na takav ugovor zajedno s njegovim svakodobnim izmjenama.

2.2.3 in this Agreement, the headings and the Table of Content are inserted for convenience of reference only and shall not affect the interpretation of this Agreement;

2.2.3 U ovom Ugovoru naslovi i sadržaj služe samo radi lakšeg snalaženja i ne utječu na tumačenje ovog Ugovora.

2.2.4 in this Agreement, a reference to a document being "in the Agreed Form" means that the form of such document has been agreed by the Parties hereto and that a copy thereof has been initialled for the purpose of identification by the Parties;

2.2.4 U ovom Ugovoru upućivanje na dokument „u Usuglašenom obliku" znači oblik tog dokumenta o kojemu su se Ugovorne strane usuglasile, a čiji je primjerak parafiran u svrhu identifikacije od strane Ugovornih strana.

2.2.5 all terms defined in this Agreement have the defined meanings when used in any certificate or other document made or delivered pursuant hereto, unless otherwise defined therein;

2.2.5 Svi pojmovi definirani u ovom Ugovoru imaju definirana značenja kada se koriste u bilo kakvoj potvrdi ili drugom dokumentu koji je pripremljen ili se dostavlja s osnove ovog

2.2.6 the definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms;

2.2.6 Definirani pojmovi u ovom Ugovoru uključuju njihov oblik u jednini i množini.

2.2.7 any law defined or referred to herein or in any agreement or instrument that is referred to herein means such law as amended, supplemented or otherwise modified from time to time, including by succession of comparable successor laws;

2.2.7 Bilo koji zakon koji je definiran ili na koji se upućuje u ovom Ugovoru ili bilo kojem drugom ugovoru ili instrumentu na koji se upućuje u ovom Ugovoru znači taj zakon sa svim njegovim naknadnim izmjenama i dopunama, uključujući njegovu zamjenu usporedivim zakonom koji ga zamjenjuje.

2.2.8 references to times of the day are (unless otherwise expressly provided) to Zagreb time and references to a day are to a period of 24 hours running from midnight on the previous day;

2.2.8 Upućivanja na određeno vrijeme znače (osim ako nije izričito drugačije naznačeno) upućivanja na vrijeme u Zagrebu, a upućivanja na dan znače upućivanja na razdoblje od 24 sata, s početkom od ponoći prethodnog dana.

2.2.9 the use of "or" is not intended to be exclusive unless expressly indicated otherwise; and

2.2.9 Korištenje riječi „ili“ nije isključivo, osim ako je izričito navedeno drugačije i

2.2.10 in this Agreement, "including" and "include" shall be deemed to be followed by "without limitation" where not so followed.

2.2.10 U ovom Ugovoru, smatra se da nakon riječi „uključujući“ i „uključuje“ slijedi izraz „bez ograničenja“, ako to već nije naznačeno.

3. SALE AND ASSIGNEMENT

3. PRODAJA I CESIJA

3.1 Subject to the terms and conditions of this Agreement, the Assignor [illegible] the Receivable towards

3.1 U skladu s uvjetima i odredbama ovog Ugovora, Cedent prodaje, [illegible]

the Debtor and the Assignee purchases and accepts the transfer of the Receivable by way of assignment of the claim (Ustup/Cesija) with legal and economic effect as of the Signing Date.

Cesionar kupuje i prihvaća prijenos Potraživanja cesijom, s pravnim i ekonomskim učinkom na Dan potpisivanja .

3.2 The Parties mutually agree that the purchase price for the Receivable amounts to EUR 1,00 (one euro) (hereinafter: "Purchase Price").

3.2 Ugovorne strane suglasne su da kupoprodajna cijena za Potraživanja iznosi 1,00 EUR (jedan euro) (dalje u tekstu: „Kupoprodajna cijena").

3.3 The Parties mutually agree that the purchase price for the Receivables has been paid in full by the Assignee to the Assignor via wire transfer to the bank account of the Assignor by the signing date of this Agreement.

3.3 Ugovorne strane suglasne su da je kupoprodajnu cijenu za Potraživanja Cesionar u cijelosti uplatio na račun Cedenta do dana potpisivanja ovog Ugovora.

3.4 The payment from clause 3.3. has been made via wire transfer by the Assignee to the Assignor's bank account opened with Raiffeisenbank Austria d.d.

IBAN: HR8524840081135019584

3.4 Plaćanje iz točke 3.3. je izvršeno bankovnim prijenosom, od strane Cesionara, na bankovni račun Cedenta otvoren u Raiffeisenbank Austria d.d.

IBAN: HR8524840081135019584

3.5 Pursuant to Article 81 of the Civil Obligations Act, the Parties agree that as of the Signing Date all Security Interest securing the Receivable shall be transferred to the Assignee together with the Receivable by virtue of law.

3.5 U skladu s člankom 81. Zakona o obveznim odnosima, Ugovorne strane suglasne su da će na Datum potpisivanja Ugovora sva Sredstva osiguranja kojima se osigurava Potraživanje biti po sili zakona prenesena na Cesionara, zajedno s Potraživanjima.

3.6 The Assignor shall, in accordance with Article 82 of the Civil Obligations Act, send via registered mail notice of assignment in respect of the Receivable to the Debtor and Security Provider immediately thereafter but no longer than 2 (two) Business Days after the Signing Date.

3.6 Cedent je obvezan u skladu s člankom 82. Zakona o obveznim odnosima preporučenom poštom poslati Dužniku i Davatelju osiguranja obavijest o cesiji u odnosu na Potraživanje odmah nakon toga, ali najkasnije u roku od 2 (dva) Radna dana nakon Datuma potpisivanja.

3.7 On the Signing Date, the Assignor will hand-over to the Assignee all the documentation related to the Receivable and Security Interest.

3.7 Na Datum potpisivanja, Cedent će predati Cesionaru svu dokumentaciju u odnosu na Potraživanja i Sredstvo osiguranja.

4. REPRESENTATION AND WARRANTIES

4. IZJAVE I JAMSTVA

4.1 The Assignor warrants to the Assignee on the Signing Date and on the Signing Date that:

a) the Assignor is a limited liability company duly organized under the laws of Croatia, with full power to enter into this Agreement, and to exercise its rights and perform its obligations hereunder and that all corporate action required to authorize its execution of this Agreement and its performance of its obligations hereunder has have been duly obtained and are in full force and effect and

4.1 Cedent jamči Cesionaru na Dan potpisivanja sljedeće:

a) Cedent je društvo s ograničenom odgovornošću, valjano osnovano na temelju zakonskih propisa Republike Hrvatske, s punim ovlastima za sklapanje ovog Ugovora te korištenje svojih prava i ispunjavanje svojih obveza s osnove ovog Ugovora te su sve korporativne radnje koje su nužne kako bi dobio ovlaštenje za sklapanje ovog Ugovora i ispunjavanje svojih obveza s osnove ovog

su ta ovlaštenja na punoj snazi i u potpunosti proizvode učinke te nisu ukinuta;

b) the Assignor is not limited in any way whatsoever in disposing with the Receivable and the execution of this Agreement and performance of its provisions do not and shall not constitute breach of (i) any statute or regulation applicable to the Assignor; (ii) the Assignor's constitutional documents.

b) Cedent nije ni na koji način ograničen u raspolaganju Potraživanjem i sklapanju ovog Ugovora i ispunjenje njegovih odredaba ne predstavlja niti će predstavljati povredu (i) statuta ili zakona primjenjivog na Cedenta, (ii) osnivačkih dokumenata Cedenta;

c) the Assignor is not unable to pay its debts, over-indebted or insolvent and no proceedings have been initiated in respect of bankruptcy, pre-bankruptcy, winding-up or any similar proceedings of the Assignor;

c) Cedent nije insolventan, nije prezadužen te je sposoban plaćati svoje dugove i nisu pokrenuti nikakvi postupci protiv Cedenta koji se odnose na stečaj, predstečaj ili likvidaciju, kao ni nikakvi drugi slični postupci;

d) the Receivable is legally and beneficially owned by the Assignor and the Loan Agreement 1 and Loan Agreement 2 are legally valid, binding and enforceable;

d) Cedent je pravni i stvarni vlasnik Potraživanja, te je Ugovora o kreditu 1 i Ugovor o kreditu 2 valjan, obvezujući i ovršiv;

e) the Receivable is legally existing, valid, binding and assignable with the Debtor's consent provided by Debtor on 10/11/2023 and without any other consent requirement in accordance with their terms and conditions;

e) Potraživanja su zakonski postojana, valjana, obvezujuća i prenosiva uz pristanak Dužnika koju je Dužnik dao dana 10.11.2023., a bez bilo kojeg drugog pristanka u skladu s njihovim uvjetima;

4.2 The Assignee warrants to the Assignor on the Signing Date that:

a) the Assignee is a limited liability company duly organized under the laws of (Grand Duchy of Luxembourg) / (Republic of Croatia), with full power to enter into this Agreement, and to exercise its rights and perform its obligations hereunder and that all corporate action required to authorize its execution of this Agreement and its performance of its obligations hereunder has have been duly obtained and are in full force and effect and not rescinded;

b) the Assignee is not unable to pay its debts, over-indebted or insolvent and no proceedings have been initiated in respect of bankruptcy, pre-bankruptcy, winding-up or any similar proceedings of the Assignee;

c) the execution of this Agreement and performance of its provisions do not conflict with documents.

4.2 Cesionar na Dan potpisivanja jamči Cedentu sljedeće:

a) Cesionar je društvo s ograničenom odgovornosti, valjano osnovano u skladu sa zakonskim propisima (Velikog Vojvodstva Luksemburg) / (Republike Hrvatske), s punim ovlastima za sklapanje ovog Ugovora te korištenje svojih prava i ispunjavanje svojih obveza s osnove ovog Ugovora te su sve korporativne radnje koje su nužne kako bi dobio ovlaštenje za sklapanje ovog Ugovora i ispunjavanje svojih obveza s osnove ovog Ugovora valjano provedene te su ta ovlaštenja na punoj snazi i u potpunosti proizvode učinke te nisu ukinuta;

b) Cesionar nije insolventan, nije prezadužen te je sposoban plaćati svoje dugove i nisu pokrenuti nikakvi postupci protiv Cesionara koji se odnose na stečaj, predstečaj ili likvidaciju, kao ni nikakvi drugi slični postupci;

c) sklapanjem ovog Ugovora i ispunjavanjem njegovih obveza s osnove ovog Ugovora ne čini se povreda

5. FURTHER ASSURANCES

5.1 The Assignor shall promptly, do or procure the doing of all such acts and/or execute or procure the execution of all such documents, in a form reasonably satisfactory to the Assignee, which may reasonably considered necessary for giving full effect to this Agreement and securing to the Assignee the full benefit of the rights, powers and remedies conferred upon the Assignee in this Agreement.

5.2 In particular, the Assignor shall without undue delay, upon the Assignee's written take all further action that may be reasonably necessary in order to perfect or protect the Assignee's interest in the Receivable (including the transfer of Security Interest pursuant to Article 3.4.) and reasonably facilitate the performance or exercise of any right or power exercisable by the Assignor in accordance with this Agreement.

5. DODATNA JAMSTVA

5.1 Cedent je obvezan odmah poduzeti ili osigurati poduzimanje svih radnji i/ili potpisati ili osigurati potpisivanje svih dokumenata u formi koji su zadovoljavajući za Cesionara, za koje se razumno može smatrati da su potrebni kako bi se dao puni učinak ovom Ugovoru i kako bi se Cesionaru osiguralo da u potpunosti može koristiti prava, ovlasti i pravna sredstva koja su Cesionaru dodijeljena ovim Ugovorom.

5.2 Cedent će osobito, bez odgađanja, po primitku pisanog zahtjeva Cesionara poduzeti daljnje radnje za koje se razumno može smatrati da su potrebni za provedbu ili zaštitu Cesionarevog interesa u odnosu na Potraživanja (uključujući prijenos Sredstva osiguranja u skladu sa stavkom 3.5.) i provedbu i izvršavanje bilo kojih prava i ovlaštenja od strane Cedenta u skladu s ovim Ugovorom.

6. REMEDIES AND LIABILITY

6.1 The Assignor acknowledges and agrees that the Assignee purchases the Receivable subject to representation and warranties set forth in Article 4.1hereof. The Assignor shall indemnify the Assignee and hold the Assignee harmless on a EUR for EUR basis, from all damages, losses, liabilities (whether accrued, actual, contingent or otherwise), costs, fees and expenses (including attorney fees and other procedural costs) incurred by the Assignee (hereinafter referred to individually as a "Loss" and collectively as "Losses") resulting from any breach of the Assignor's representations and warranties.

6.2 With respect to Losses resulting from claims raised by any third party (including administrative injunctions) the Assignor shall be allowed to participate, at his own cost and with the assistance of his chosen counsel, in the defence against such claim.

6.4 The Assignee shall indemnify and hold harmless the Assignor for all Losses which the Assignor sustains due to the breach by the Assignee of any of the representations and Agreement or arising from or

6. PRAVNA SREDSTVA I ODGOVORNOST

6.1 Cedent priznaje i potvrđuje da Cesionar kupuje Potraživanja pod uvjetima iz izjava i jamstva iz članka 4.1. ovog Ugovora. Cedent će obeštetiti Cesionara za ukupni iznos štete, gubitaka, odgovornosti (bilo obračunatih, stvarnih, potencijalnih ili drugih), troškova, naknada i izdataka (uključujući odvjetničke naknade i druge troškove postupaka) nastale Cesionaru (dalje u tekstu pojedinačno: „Gubitak", a skupno „Gubici")) bilo kakvom povredom Cedentovih izjava i jamstava s osnove ovog Ugovora po principu EUR za EUR.

6.3 U pogledu Gubitaka proizišlih iz zahtjeva bilo koje treće strane (uključujući upravne mjere i zabrane), Cedent je ovlašten sudjelovati, o svom trošku i uz sudjelovanje vlastitog izabranog zastupnika, u postupcima protiv takvih zahtjeva.

6.4 Cesionar se obvezuje obraniti i obeštetiti Cedenta za sve Gubitke koje Cedent pretrpi zbog povrede bilo koje od izjava ili jamstava sadržanih u ovom Ugovoru od iz ili su povezane s bilo kojom

relating to any action or failure to act.

radnjom ili kao posljedica nepoduzimanja radnje.

7. COSTS

7. TROŠKOVI

7.1 The Assignnee shall bear all costs of execution, notarization and/or certification of its content of this Agreement, Security Transfer Agreement and any other documents related thereto, together with cost of registration of Security Interest in the competent registries in favour of the Assignee.

7.2 Cesionar će snositi sve troškove sklapanja, ovjere i/ili solemnizacije ovog Ugovora, Ugovora o prijenosu sredstava osiguranja i svih drugih povezanih dokumenata, zajedno s troškovima upisa Sredstva osiguranja u nadležne registre u korist Cesionara.

8. SEVERABILITY

8. SALVATORNA KLAUZULA

8.1 The provisions of this Agreement shall be each deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof and thereof. If any provision of this Agreement is or becomes invalid or unenforceable (i) a suitable and equitable provision shall be substituted therefore in order to carry out, as far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (ii) the remainder of this Agreement shall not be affected by such invalidity or unenforceability nor shall such invalidity or [illegible] or the application thereof.

8.1 Odredbe ovog Ugovora smatraju se odvojivima te nevaljanost ili neprovedivost bilo koje odredbe ovog Ugovora ne utječe na valjanost ili provedivost preostalih odredbi ovog Ugovora. Ako bilo koja odredba ovog Ugovora jest ili postane nevaljana ili neprovediva: (i) ta će odredba biti zamijenjena odgovarajućom i pravičnom odredbom kako bi, u mjeri u kojoj je to valjano i provedivo, odražavala namjeru i svrhu takve nevaljane ili neprovedive odredbe i (ii) nevaljanost ili neprovedivost te odredbe neće utjecati na preostale odredbe ovog Ugovora niti će takva nevaljanost ili [illegible] odredbi ili njihovu primjenu.

11. CONFIDENTIALITY

11.1 The Parties undertake at all times to keep confidential any information (whether conveyed orally, in writing or otherwise) supplied by the other Party or obtained as a result of this Agreement (or any discussions prior to execution of this Agreement) (hereinafter: the "Confidential Information").

11.2 The Parties shall be permitted to make any necessary disclosure of the terms of this Agreement, subject to the same confidentiality constraints to (i) to members of its respective group, (ii) to its professional advisers and auditors regarding the terms of the transaction, (iii) in connection with the perfection or enforcement of a Party's rights and obligations under this Agreement.

11.3 The Parties mutually agree that the following information shall not be considered as Confidential Information:

a) information which is published at the time or after execution of this Agreement, where the Parties are not responsible for publication;

11. POVJERLJIVOST

11.1 Ugovorne strane obvezuju se da će uvijek čuvati povjerljivost svih podataka (bilo da su primljene usmeno, pisanim putem ili na neki drugi način) koje druga Ugovorna strana dostavi ili koji su pribavljeni u vezi s ovim Ugovorom (ili bilo kakvim pregovorima prije sklapanja ovog Ugovora) (dalje u tekstu: „Povjerljivi podaci").

11.2 Ugovorne strane mogu otkriti sve nužne podatke u odnosu na ovaj Ugovor, podložno istim obvezama čuvanja povjerljivosti, sljedećim osobama: (i) članovima svoje grupe, (ii) svojim stručnim savjetnicima i revizorima u odnosu na transakciju, (iii) u vezi s provedbom ili ovrhom prava i obveza Ugovornih strana s osnove ovog Ugovora.

11.3 Ugovorne strane suglasne su da se sljedeći podaci ne smatraju Povjerljivim podacima:

a) podaci koji su već objavljeni u vrijeme potpisivanja ili nakon potpisivanja ovog Ugovora, ako Ugovorne strane nisu odgovorne za takvu objavu;
skladu s primjenjivim propisima i na zahtjev nadležnih tijela.

b) information to be disclosed according to current legislation and at the request of authorities.

11.4 In case of non-authorized disclosure and/or use of the Confidential Information, the disclosing Party shall be responsible for the damage to the other Party.

11.4 U slučaju neovlaštenog otkrivanja i/ili korištenja Povjerljivih podataka, Ugovorna strana koja je otkrila te podatke bit će odgovorna za štetu nastalu drugoj Ugovornoj strani.

12. MISCELLANEOUS

12. OSTALE ODREDBE

12.1 No modification of this Agreement shall become effective unless made in writing and signed by, or on behalf of, each of the Parties.

12.1 Sve izmjene ovog Ugovora stupaju na snagu samo ako su u pisanom obliku i ako su ih potpisale Ugovorne strane ili ako su one potpisane u ime Ugovornih strana.

12.2 Nothing in this Agreement or the consummation or completion of any of the transactions contemplated and provided for in this Agreement shall constitute a novation (novacija) of the Loan Agreement.

12.2 Ništa u ovom Ugovoru ili provedbi ili dovršetku bilo koje transakcije predviđene ovim Ugovorom neće se smatrati novacijom Ugovora o kreditu.

12.3 Any certificate or determination by the Assignee of a rate or amount under this Agreement is, in the absence of manifest error, to which it relates.

12.4 Sve potvrde ili odluke Cesionara o cijenama ili iznosima u odnosu na ovaj Ugovor smatrat će se konačnim dokazom o pitanjima

12.5 Notices and communications

(a) All notices and communications addressed to any Party shall be made in writing in Croatian language and will be either: (i) transmitted personally, (ii) transmitted through registered mail, (iii) transmitted by e-mail or (iv) by courier, to addresses specified herein under or to another address beforehand indicated in writing with at least 2 (two) Business Days before the date of delivery of the respective notice/communication:

For the Assignor: B2 Portfolio d.o.o.

Address: Radnička cesta 41, Zagreb,

Attention: Mrs Tanja Miljanić Presečki

E-mail: tanja.miljanic-presecki@veraltis.hr

For the Assignee: NV Adria Land d.o.o.

Address: Masarykova ulica 3, Zagreb

Attention: Franci Tušek; Zvonimir Buterin

E-mail: franci@partners-ecm.com; zvonimir.buterin@buterin-partneri.hr

(b) Notices will be considered received by the Party to which it is addressed: (i) on the day of delivery, if delivered personally or by courier or (ii) on the date when receipt transmission by registered mail or

12.5 Obavijesti i pismena

(a) Sve obavijesti i pismena upućena bilo kojoj Ugovornoj strani moraju biti u pisanom obliku i sastavljena na hrvatskom jeziku te moraju biti dostavljena: (i) osobno; (ii) preporučenom poštom; (iii) e-poštom ili (iv) kurirskom službom, na adrese navedene u ovom Ugovoru ili na neku drugu adresu o kojoj je unaprijed dostavljena pisana obavijest najmanje 2 (dva) Radna Dana prije datuma dostave predmetne obavijesti/pismena:

Za Cedenta: B2 Portfolio d.o.o.

Adresa: Radnička cesta 41, Zagreb

N/p: Mrs Tanja Miljanić Presečki

E-mail:tanja.miljanic-presecki@veraltis.hr

Za Cesionara: NV Adria Land d.o.o.

Adresa: Masarykova ulica 3, Zagreb

N/p: Franci Tušek; Zvonimir Buterin

E-adresa: franci@partners-ecm.com; zvonimir.buterin@buterin-partneri.hr

(b) Smatrat će se da je Ugovorna strana primila obavijest koja joj je namijenjena: (i) na dan dostave, ako se dostavlja osobno ili kurirskom službom ili (ii) na datum potpisivanja povratnice – u poštom ili kurirskom službom. Ako bilo koja od Ugovornih strana

courier. Should any of the Party reject the delivery of the notices, it shall be deemed that the notices have been delivered and received by the Party: (i) on the day the delivery was unsuccessful, if delivered personally or by courier or (ii) on the date of transmission in case of delivery by registered mail or courier.

odbije dostavu obavijesti, smatrat će se da je obavijest dostavljena Ugovornoj strani i da ju je ona primila: (i) na dan neuspješne dostave, ako se dostavlja osobno ili kurirskom službom ili (ii) na datum slanja u slučaju slanja preporučenom poštom ili kurirskom službom.

12.6 This Agreement is executed in 2 (two) counterparts, one for the public notary and the other for the Assignee while the Parties shall have certified copies hereof prepared in as many copies as each Party decides and at their own expense.

12.6 Ovaj je Ugovor potpisan, u 2 (dva) primjerka, jedan (1) za Cesionara i jedan (1) za potrebe javnobilježničke ovjere dok će stranke sačiniti ovjerene preslike u broju koji im je potreban na svoj trošak.

12.7 This Agreement enters into force when signed by all Parties.

12.7 Ovaj Ugovor stupa na snagu kada ga potpišu sve Ugovorne strane.

EXECUTION PAGE

Zagreb, 12.12.2023.

B2 PORTFOLIO d.o.o.
represented by:

B2 PORTFOLIO d.o.o.
Zagreb, Radnička cesta 41

Name: Kristina Pijović
Title: director

NV ADRIA LAND d.o.o.
represented by:

Name: Franci Tušek
Title: Director

NV ADRIA LAND
d.o.o.
Zagreb

Name: Krunoslav Santini
Title: Director

Ja, javni bilježnik **Anita Škurjanec**, Zagreb, Gajeva 2,
potvrđujem da je stranka:

KRISTINA PIJOVIĆ, OIB 82297792763, adresa prema kazivanju stranke ZAGREB, ULICA AUGUSTA HARAMBAŠIĆA 36A, kao direktor **B2 PORTFOLIO d.o.o., MBS 081070340, OIB 21970470141, Zagreb (Grad Zagreb), Radnička Cesta 41**, u mojoj nazočnosti priznala potpis na pismenu kao svoj. Potpis na pismenu je istinit. Istovjetnost podnositelja pismena utvrdila sam temeljem putovnice br. 017252178 MUP R SRBIJE, PU ZA GRAD BEOGRAD, ovlaštenje za zastupanje utvrđeno je uvidom u sudski registar elektroničkim putem na današnji dan.

Javnobilježnička pristojba za ovjeru po tar. br. 11. st. 4. ZJP naplaćena u iznosu 1,33 eur.
Javnobilježnička nagrada po čl. 19. st. 1. PPJT zaračunata u iznosu od 3,99 eur uvećana za PDV u iznosu od 1,00 eur.

Broj: OV-5702/2023
Zagreb, 12.12.2023.

REPUBLIKA HRVATSKA
1
ZAGREB
ANITA ŠKURJANEC
JAVNI BILJEŽNIK

Javni bilježnik
Anita Škurjanec

SCHEDULE 1 - the Receivables

(specification as of 31 October 2023)

Loan_ID	Client Name	OCY	TCE as of 12.10.2023	TCE as of 31.10.2023
100072	Hoteli Novi D.O.O.	EUR	7.888.000,96	7.907.079,05
100074	Hoteli Novi D.O.O.	EUR	6.436.539,32	6.445.268,92
100075	Hoteli Novi D.O.O.	EUR	6.468.888,59	6.477.662,08
100076	Hoteli Novi D.O.O.	EUR	104.845.856,43	104.987.849,45
100077	Hoteli Novi D.O.O.	EUR	21.732.199,81	21.789.130,91
100078	Hoteli Novi D.O.O.	EUR	20.142.894,14	20.193.951,25
100079	Hoteli Novi D.O.O.	EUR	10.321.540,70	10.346.247,36
100086	Hoteli Novi D.O.O.	EUR	45.708.610,55	45.772.059,02
100090	Hoteli Novi D.O.O.	EUR	6.111.424,87	6.120.796,07
100091	Hoteli Novi D.O.O.	EUR	20.524.966,73	20.553.077,94
Total			250.180.922,10	250.593.122,05

Loan_ID	Client Name	OCY	TCE as of 12.10.2023	TCE as of 31.10.2023
100089	Hoteli Novi D.D.	EUR	15.628.471,75	15.650.826,29
100073	Bijela Kuća D.O.O.	EUR	8.124.934,92	8.145.255,57
100071	Novi Spa Hotels & Resorts D.O.O.	EUR	2.376.834,95	2.383.267,20
Total			26.130.241,62	26.179.349,06

Loan_ID	Client Name	OCY	TCE as of 12.10.2023	TCE as of 31.10.2023
100087	Orbis Holding D.O.O.	EUR	1.449.671,78	1.451.683,84

277.760.835,50	278.224.154,95

Collateparticularly include the following, with relevant notes

Soft corals:

Loan_ID	Client Name	Collatera Type	No. of Collateral	Collateral Number	Collateral owner/issuer	Comment
100072	HOd.o.o.	Promissory note	10	OV-290/05, OV-2089/05, OV-2088/05, OV-2087/05, OV-2086/05, OV-2085/05, OV-2084/05, OV-2083/05, OV-2082/05, OV-2081/05	HOTELI NOVI d.o.o.	
100072	HOd.o.o.	Bills of exchange	5	A04092186, A04092187, A04092188, A04092189, A04092190	HOTELI NOVI d.o.o.	
100074	HOd.o.o.	Promissory note	8	OV-12919/05, OV-12922/05, OV-12923/05, OV-12924/05, OV-12925/05, OV-12926/05, OV-12927/05, OV-12928/05	ALPEADRIA TRAVEL d.o.o.	
100074	HOd.o.o.	Bills of exchange	5	A01971181, A01971182, A01971183, A01971184, A01971185	ALPEADRIA TRAVEL d.o.o.	
100075	HOd.o.o.	Promissory note	8	OV-12037/05, OV-12039/05, OV-12040/05, OV-12041/05, OV-12042/05, OV-12043/05, OV-12044/05, OV-12046/05	ALPEADRIA TRAVEL d.o.o.	
100075	HOd.o.o.	Bills of exchange	5	A04092110, A04092111, A04092133, A04092134, A04092135	ALPEADRIA TRAVEL d.o.o.	
100076	HOd.o.o.	Bills of exchange	5	A04092191, A04092192, A04092193, A04092194, A04092195	HOTELI NOVI d.o.o.	
100077	HOd.o.o.	Promissory note	10	OV-20973/2008, OV-20974/2008, OV-20975/2008, OV-20976/2008, OV-20977/2008, OV-20978/2008, OV-20979/2008, OV-20980/2008, OV-20981/2008, OV-20982/2008	HOTELI NOVI d.o.o.	
100077	HOd.o.o.	Bills of exchange	5	A05318076, A05318077, A05318078, A05318079, A05318080	HOTELI NOVI d.o.o.	
100078	HOd.o.o.	Promissory note	10	OV-22606/2008, OV-22607/2008, OV-22608/2008, OV-22609/2008, OV-22610/2008, OV-22611/2008, OV-22612/2008, OV-22613/2008, OV-22614/2008, OV-22615/2008	HOTELI NOVI d.o.o.	
100078	HOd.o.o.	Bills of exchange	5	A05318202, A05318203, A05318204, A05318205, A05318206	HOTELI NOVI d.o.o.	
100079	HOd.o.o.	Promissory note	10	OV-8148/05, OV-8149/05, OV-8150/05, OV-8151/05, OV-8152/05, OV-8153/05, OV-8154/05, OV-8155/05, OV-8156/05, OV-8157/05	HOTELI NOVI d.o.o.	
100079	HOd.o.o.	Bills of exchange	5	A04019166, A04019167, A04019168, A04019169, A04019170	HOTELI NOVI d.o.o.	
100086	HOd.o.o.	Promissory note	20	OV-18803/06, OV-18802/06, OV-18801/06, OV-18800/06, OV-18799/06, OV-18798/06, OV-18797/06, OV-18796/06, OV-18795/06, OV-18794/06, OV-18793/06, OV-18792/06, OV-18791/06, OV-18790/06, OV-18789/06, OV-18788/06, OV-18787/06, OV-18786/06, OV-18785/06, OV-18784/06	HOTELI NOVI d.o.o.	
100086	HOd.o.o.	Promissory note	1	OV-18804/06	HOTELI NOVI d.o.o.	
100086	HOd.o.o.	Bills of exchange	10	A05633519, A05633518, A05633517, A05633516, A05633515, A 05633514, A05633513, A05633512, A05633511, A05633510	HOTELI NOVI d.o.o.	
100086	HOd.o.o.	Bills of exchange	10		HOTELI NOVI d.o.o.	
100086	HOd.o.o.	Pledged Shares	3	FINA REGISTRY ZAGREB 6700-3012/06, FINA REGISTRY ZAGREB 6695-301/06, FINA REGISTRY ZAGREB 6697-301/06	Shares of Hoteli Novi d.o.o. (owners Hoteli Novi d.d., Bijela kuća d.o.o. now Bijela ideja d.o.o., LIR d.o.o. now Sky consulting d.o.o.); Shares of Bijela kuća d.o.o. now Bijela ideja d.o.o. (owners Hoteli Novi d.d., Hoteli Novi d.o.o. and Dario Kožul)	
100090	HOd.o.o.	Promissory note	10	OV-18667/05, OV-18668/05, OV-18669/05, OV-18670/05, OV-18671/05, OV-18672/05, OV-18673/05, OV-18674/05, OV-18675/0, OV-18676/05	ALPEADRIA TRAVEL d.o.o.	
100090	HOd.o.o.	Promissory note	10	OV-1950/2009, OV-1951/2009, OV-1952/2009, OV-1953/2009, OV-1954/2009, OV-1955/2009, OV-1956/2009, OV-1957/2009, OV-1958/2009, OV-1959/2009	HOTELI NOVI d.o.o.	
100090	HOd.o.o.	Promissory note	1	OV-18677/05	ALPEADRIA TRAVEL d.o.o.	
100090	HOd.o.o.	Bills of exchange	5	A03680061, A03680062, A03680063, A03680064, A03680065	ALPEADRIA TRAVEL d.o.o.	
100090	HOd.o.o.	Bills of exchange	5	A06011315, A06011326, A06011327, A06011328, A06011329	HOTELI NOVI d.o.o.	
100091	HOd.o.o.	Promissory note	30	OV-20614/05, OV-20613/05, OV-20627/05, OV-20625/05, OV-20624/05, OV-20623/05, OV-20622/05, OV-20621/05, OV-20620/05, OV-20619/05, OV-20618/05, OV-20604/05, OV-20602/05, OV-20601/05, OV-20600/05, OV-20599/05, OV-20598/05, OV-20603/05, OV-20605/05, OV-20606/05, OV-20607/05, OV-20608/05, OV-20609/05, OV-20610/05, OV-20611/05, OV-20612/05, OV-20615/05, OV-20616/05, OV-20626/05, OV-20617/05	HOTELI NOVI d.o.o.	

100091	HM d.o.o.	Bills of exchange	10	03[illegible]406, A03559407, A03559408, A03559409, A03559410	[illegible]	
100091	HM d.o.o.	Bills of exchange	10	A02393126, A02393125, A02393127, A02393128, A02393129, A 02808801, A02808802, A02808803, A02808804, A02808805	HOTELI NOM d.o.o.	
100091	HM d.o.o.	Bills of exchange	10		HOTELI NOM d.o.o.	
100089	HM d.d.	Promissory note	10	OV-6605/04, OV-6606/04, OV-6607/04, OV-6608/04, OV-6609/04, OV-6610/04, OV-6611/04, OV-6612/04, OV-6613/04, OV-6614/04	HOTELI NOM d.d.	
100089	HM d.d.	Promissory note	1	OV-6604/04	HOTELI NOM d.d.	
100089	HM d.d.	Bills of exchange	5	A01542183, A01542184, A01542185, A01542186, A01542187	HOTELI NOM d.d.	
100089	HM d.d.	Bills of exchange	5		HOTELI NOM d.d.	
100073	EA d.o.o. now Bijela ideja d.o.o.	Promissory note	5	OV-3682/04, OV-3683/04, OV-3684/04, OV-3685/04, OV-3686/04	BIJELA KUĆA d.o.o.	
100073	EA d.o.o. now Bijela ideja d.o.o.	Bills of exchange	5	A00984062, A00984063, A00984064, A00984903, A00984904	BIJELA KUĆA d.o.o.	
100073	EA d.o.o. now Bijela ideja d.o.o.	Pledged Shares - not to be transferred	n/a	HNM-R-A(HOTELI NOM D.D.)	LIR d.o.o.	Hoteli Novi d.d. are now registered in Court register as bankruptcy estate after bankruptcy proceedings, therefore the shares are not be transferred.
100073	EA d.o.o. now Bijela ideja d.o.o.	Pledged Shares - not to be transferred	n/a	HNM-R-A(HOTELI NOM D.D.)	LIR d.o.o.	Hoteli Novi d.d. are now registered in Court register as bankruptcy estate after bankruptcy proceedings, therefore the shares are not be transferred.
100071	HOTELS & RESORTS d.o.o.	Promissory note	8	OV-834/2010, OV-835/2010, OV-836/2010, OV-837/2010, OV-838/2010, OV-839/2010, OV-840/2010, OV-841/2010	HOTELI NOM d.o.o.	
100071	HOTELS & RESORTS d.o.o.	Promissory note	1	OV-833/2010	HOTELI NOM d.o.o.	
100071	HOTELS & RESORTS d.o.o.	Promissory note	8	OV-524/10, OV-525/10, OV-526/10, OV-527/10, OV-528/10, OV-529/10, OV-530/10, OV-531/10	NOM SPA HOTELS & RESORTS d.o.o.	
100071	HOTELS & RESORTS d.o.o.	Bills of exchange	3	A06482573, A06482574, A06482575	HOTELI NOM d.o.o.	
100071	HOTELS & RESORTS d.o.o.	Bills of exchange	3	A06482576, A06482577, A06482578	NOM SPA HOTELS & RESORTS d.o.o.	
100087	LDING d.o.o. now Orbis consulting d.o.o.	Promissory note	3	OV-11985/2002, OV-11986/2002, OV-9343/2002	ORBIS HOLDING d.o.o.	
100087	LDING d.o.o. now Orbis consulting d.o.o.	Bills of exchange	2	A04219088, A04219087	Zvonimir Bruno Orešar	
100087	LDING d.o.o. now Orbis consulting d.o.o.	Bills of exchange	6	A04005949, A04005944, A04005945, A04005946, A04005948, A 04005947	ORBIS HOLDING d.o.o. now Orbis consulting d.o.o.	
100087	LDING d.o.o. now Orbis consulting d.o.o.	Pledged Shares - not to be transferred	n/a	JDKM-R-A(JADRANKAMEN D.D.)	Kovačević Nikola	After the implementation of the bankruptcy plan, the company was transformed from a joint-stock company (d.d.) into a limited liability company (d.o.o.); 100% owner of the company is Milenko Grbić, therefore the shares are not to be transferred.
100087	LDING d.o.o. now Orbis consulting d.o.o.	Pledged Shares - not to be transferred	n/a	JDKM-R-A(JADRANKAMEN D.D.)	ORBIS HOLDING d.o.o. now Orbis consulting d.o.o.	After the implementation of the bankruptcy plan, the company was transformed from a joint-stock company (d.d.) into a limited liability company (d.o.o.); 100% owner of the company is Milenko Grbić, therefore the shares are not transferred.
100087	LDING d.o.o. now Orbis consulting d.o.o.	Pledged Shares - not to be transferred	n/a	JDKM-R-A(JADRANKAMEN D.D.)	LIR d.o.o.	After the implementation of the bankruptcy plan, the company was transformed from a joint-stock company (d.d.) into a limited liability company (d.o.o.); 100% owner of the company is Milenko Grbić, therefore the shares are not to be transferred.
100087	LDING d.o.o. now Orbis consulting d.o.o.	Pledged Shares - not to be transferred	n/a	JDKM-R-A(JADRANKAMEN D.D.)	UZOR d.d.	After the implementation of the bankruptcy plan, the company was transformed from a joint-stock company (d.d.) into a limited liability company (d.o.o.); 100% owner of the company is Milenko Grbić, therefore the shares are not to be transferred.

Land of Municrt	Land registry	Cadastral municipality	land registry folder no.	Cadastral plot no.	Owner	Owners portion
Cri	Novi Vinodolski	Ledenice	2149	4223/2; 4223/3	OPĆE DOBRO - POMORSKO DOBRO previous owner Hoteli Novi d.d.	1/1

	Z	Debtor	Contract	Loan_ID	AMOUNT	CURRENCY
	Z-1038/04	HOTELI NOVI d.d.	HR/788	100089	14.800.000,00	EUR
	Z-99/05	HOTELI NOVI d.o.o.	011-11/2005	100076	39.000.000,00	EUR
	Z-1184/08	HOTELI NOVI d.o.o.	031-450/2008	100077	8.500.000,00	EUR
	Z-1200/08	HOTELI NOVI d.o.o.	031-65/05	100072	22.500.000,00	HRK
		HOTELI NOVI d.o.o.	031-256/2005	100079	4.000.000,00	EUR
		HOTELI NOVI d.o.o.	031-48/2005	100075	3.000.000,00	EUR
		HOTELI NOVI d.o.o.	031-52/2005	100074	3.000.000,00	EUR
		HOTELI NOVI d.o.o.	031-69/2005	100090	3.000.000,00	EUR
	Z-1201/08	HOTELI NOVI d.o.o.	HR/1379	100086	20.000.000,00	EUR
		HOTELI NOVI d.o.o.	HR/1258	100091	11.000.000,00	EUR
		HOTELI NOVI d.d.	HR/788	100089	14.800.000,00	EUR
	Z-1361/08	HOTELI NOVI d.o.o.	031-484/2008	100078	7.600.000,00	EUR



Ja, Nenad Vukadinović, stalni sudski tumač za engleski jezik, imenovan rješenjem predsjednika Županijskog suda u Zagrebu, broj 4 Su-376/22 od 4. travnja 2022., potvrđujem da gornji prijevod potpuno odgovara izvorniku sastavljenom na engleskom jeziku.

Br. ovjere: 1/2024

U Zagrebu, 11. siječnja 2024. godine

SUDSKI TUMAČ ZA ENGLESKI
Dipl. iur.
Nenad Vukadinović
ZAGREB

