

Obrazac 3.

03-06-2025

FINANCIJSKA AGENCIJA

OIB: 85821130368

Ulica grada Vukovara 70, HR-10000 Zagreb, Hrvatska
(adresa nadležne jedinice)

PREDSTEĆAJNE NAGODBE
PRIMANJE I OTPREMA POŠTE
KLASA: UR. RPOE

Nadležni trgovački sud

Trgovački sud u Zagrebu, Trg Johna Fitzgeralda Kennedyja 11, 10000 Zagreb, Hrvatska
Poslovni broj spisa St-1035/2025

PRIJAVA TRAŽBINE VJEROVNIKA U PREDSTEĆAJNOM POSTUPKU

PODACI O VJEROVNIKU:

Ime i prezime / tvrtka ili naziv

Ocean Independence AG

OIB

CHE-113.162.440

Adresa / sjedište

Seestrasse 39, CH-8700 Küsnacht / Zürich, Švicarskâ

PODACI O DUŽNIKU:

Ime i prezime / tvrtka ili naziv

BRODOGRAĐEVNA INDUSTRija SPLIT d.d.

OIB

18556905592

Adresa / sjedište

Ulica Velimira Škorpika 11, 10000 Zagreb, Hrvatska

PODACI O TRAŽBINI:

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

Ugovor o uslugama projektiranja zaključen 26.06.2024. – tražbina po osnovi bitne povrede ugovora zbog neisporuke ugovorene dokumentacije. Ovo je neosigurana tražbina zbog neispunjena ugovornih obveza. Ova tražbina proizlazi iz plaćanja izvršenog u dobroj vjeri prema uvjetima ugovora, za koje nisu dostavljeni nikakvi sukladni rezultati. Vjerovnik zadržava pravo dostaviti dodatne detalje ili pravne podneske ako to zatraži stečajni upravitelj ili sud.

Iznos dospjele tražbine 74.953,28 HRK (konverzija 9.950,00 EUR x 7,533 HRK/EUR) (kn)

Glavnica 74.953,28 HRK (kn)

Kamate 0,00 HRK (nema potraživanja kamata u ovom trenutku) (kn)

Iznos tražbine koja dospijeva nakon otvaranja predstečajnog postupka **0,00 HRK (kn)**

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

Preslik ugovora, dokaz o uplati, dopisivanje koje dokazuje isporuku nepotpune i neupotrebljive dokumentacije.

Vjerovnik raspolaže ovršnom ispravom **DA / NE** za iznos **0,00 HRK (kn)**

Naziv ovršne isprave (**nema**)

PODACI O RAZLUČNOM PRAVU:

Pravna osnova razlučnog prava

(nema)

Dio imovine na koji se odnosi razlučno pravo

(nema)

Iznos tražbine (**nema**) (**kn**)

Razlučni vjerovnik odriče se prava na odvojeno namirenje **ODRIČEM / NE ODRIČEM**

Razlučni vjerovnik pristaje da se odgodi namirenje iz predmeta na koji se odnosi njegovo razlučno pravo radi provedbe plana restrukturiranja **PRISTAJEM / NE PRISTAJEM**

PODACI O IZLUČNOM PRAVU:

Pravna osnova izlučnog prava

(nema)

Dio imovine na koji se odnosi izlučno pravo

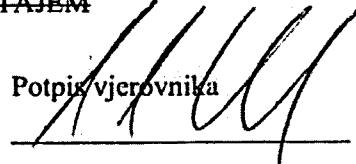
(nema)

Izlučni vjerovnik pristaje da se izdvoji predmet na koji se odnosi njegovo izlučno pravo radi provedbe plana restrukturiranja **PRISTAJEM / NE PRISTAJEM**

Mjesto i datum

Küschnacht, 29 May 2025

Potpis vjerovnika



Niklas Miersch

From: Niklas Miersch
Sent: Wednesday, 16 April, 2025 14:01
To: Dino Donjerkovic (BIS)
Cc: vlado.soic@divgroup.eu; ivan@sitiaa.com; Alexander Hürzeler; Peter Hürzeler
Subject: RE: OI 30 - Way Forward

Dear Dino,

I hope this email finds you well.

After Peter's email from March 25th, I wanted to follow up, to ask whether you have already had the time to review the mail and whether you have any questions or comments about it?

We would of course also be happy to arrange a call, if you would prefer that.

Thank you very much and all the best
Niklas

Niklas Miersch
Business Development Director

Mobile +49 1575 3000 994
Tel. +41 44 390 2575



www.oceanindependence.com
Ocean Independence AG
Seestrasse 39, 8700 Küsnacht/Zürich, Switzerland

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From: Peter Hürzeler <Peter@ocyachts.com>
Sent: Tuesday, 25 March, 2025 14:55
To: Dino Donjerkovic (BIS) <dino.donjerkovic@brodosplit.hr>
Cc: vlado.soic@divgroup.eu; ivan@sitiaa.com; Alexander Hürzeler <Alexander@ocyachts.com>; Niklas Miersch <niklas@ocyachts.com>
Subject: RE: OI 30 - Way Forward

Dear Dino,

Thank you very much for your mail of last week and your comments. I apologize for taking a bit of time but I wanted to go into the details before replying.

If I understand your comments correctly, you argue that:

1. DIV MES, on behalf of you, have fulfilled the contractual obligation to „analyse details of Investor's document from technical point of view to produce a design optimized in naval, structural, electrical, outfitting and machinery discipline“ and which are „in accordance with applicable Classification society rules“
2. Optimal solutions have been presented in delivery of agreed technical documentation
3. Since the meeting in Zagreb the project went to a new development phase
4. The last simplified naval architecture 3D model is made following a long line of GT negotiations.
5. There was a lack of response from the OI side by not making decision against parameters which initially were obviously set too high for size of the vessel.

6. Questions and proposals made by DIV MES design team on subject issues have not been accepted, rather claimed as not justified, which is why they are still on the table today.

If I understand correctly, you claim that all of this together has forced you to present non-agreed solutions as the final package and that everything from the delivery of this package onwards is considered a new development phase (unless changes are very minor).

Unfortunately, we have a very different view. The comments to the various points are as follows:

1. Argument:

DIV MES, on behalf of you, have fulfilled the contractual obligation to „analyse details of Investor's document from technical point of view to produce a design optimized in naval, structural, electrical, outfitting and machinery discipline“ and which are „in accordance with applicable Classification society rules“

Comments:

For us, the contractual obligations can only be considered met when a final draft design package is delivered that is according to contract, meaning that the package cannot be substantially different from the original brief unless mutually agreed. At the moment we are far from this.

2. Argument:

Optimal solutions have been presented in delivery of agreed technical documentation

Comment:

The “final package” does not even fulfil the basic requirements as per contract and solutions for meeting the original brief are missing

3. Argument:

Since the meeting in Zagreb the project went to a new development phase

Comment:

No new development phase can start before the old phase is completed. This has not happened yet. For us the timeline is the following:

- On 20.08.2024, you shared in your mail “...comments from our designers for your consideration. The comments are practical design observations for which we need your acknowledgment to proceed with design. Should you need any further explanation feel free to ask. However, let us emphasize that we need your response soonest possible in order to keep delivery schedule. Also, should you find convenient we may organize teleconference for direct discussion between you and designers.” This email included an email from Mislav Brlić, who wrote, amongst other things: “We are currently at the limit of 500 GT (499.6). - Our catamaran's hulls up to mains deck have 1054 m³, this means that for all closed spaces above main deck and closed space between the hulls and below main deck, 828 m³ remain, when everything is added up, the volume is = 1882 m³, which is 499.6 GT.”
- Following a call on 27.08.2024, it was agreed that “Brodosplit will send a proposition for strength and so on (definition of required volumes etc.) to Beiderbeck and they will try to make it work. Brodosplit and Beiderbeck will also discuss in more detail together. [...] Agree to be cleverer with the choice and size of engines. [...] Thomas C. Suggests have 4x 350kWh generators. Mislav's chief designer: suggests maybe 4 cascading generators and no extra emergency gen. Will ask flag for requirements. Work on adjusted optimised engine room equipment and layout first and discuss engine room extension second, with Beiderbeck directly.” Nonetheless, we did not notice any approach from DIV MES to Beiderbeck to work on these points together.
- On 30.08.2024, in Niklas's mail to Mislav, he repeated “we suggest Brodosplit/DIV Group and Beiderbeck get in touch directly as soon as possible, to discuss the challenges about the required volume discovered in our call. [...] DIV Group and Beiderbeck will get in touch directly asap over the next 1.5 weeks”. Again, we did not notice that this was done.
- On 06.09.2024, in Niklas's mail to you & Mislav, we noted, “Next Tuesday will mark 2 weeks since our last call on naval architecture and design.”, “If you would like to discuss your progress in a call next week, please let us know.”
- On 13.09.2024, in Niklas's mail to you & Mislav, we repeated, “We have not heard back from you since my last mails and I couldn't reach you via phone just now, but hope you were still able to make good progress.”
- On 20.09.2024, in Niklas's mail to Mislav, he offered, “Please advise in case you are missing any relevant input from Beiderbeck to work on the deliverables. Also, please allow me to already make a few comments and ask a few questions from our side on the latest documents, so perhaps you can already incorporate them in your continued work. ...”

- Eventually, after no feedback from DIV MES in those previous weeks, on 26.09.2024, we received a mail from Mislav Bezovnik saying, "New design update 26.09.2024: In attachment please find update for 3D model in Rhino , 2D GA in Rhino , packed in .zip-s , Also there are several 3D screen capture, GA in pdf". This was called the final package from DIV MES, although it deviated from the Beiderbeck Design without using any opportunity to discuss necessary changes through its development.
- Only on 03.10.2024, after the 'final' draft design package was delivered, Mislav Bezovnik wrote "We have to discuss reduction of volume to gain 499 GT, please find in attachment some solution proposal for space reduction.cyan surfaces represent subtracted volume ,and green is what is volume to gain 499 GT also we need to reduce height of decks from 2,5m to 2,45m." Just to note that number you are referring to your email "2400mm" is deviating from the number stated here by Mislav.
- 28.11.2024 – Meeting in Zagreb
- On 13.12.2024, and in contrast to Beiderbeck's understanding of the meeting discussions, Mislav Bezovnik found that "it is impossible to meet the main criteria: 500 GT. Simply; there is not enough space for everything planned if we want ecological propulsion (batteries, eco fuel, etc.). The only way to solve the above problem is to give up from part of the accommodations planned for passenger accommodation."
- In contrast to that, after the meeting in Zagreb, on 18.12.2024 Tim Ulrich summarized the meeting takeaways as follows: „In our original design, the lower deck is positioned 300mm lower than in your layout. [...] The discrepancy in the technical areas and the resulting difference in the lower deck's floor level accounts for approximately 60% of the GT exceedance.„, „we identified another contributing factor to the GT overage by comparing the vertical heights of our respective designs. Your longitudinal section is based on an earlier version of the 3D model, where the lower deck had more interior height than in later iterations. This aspect should be relatively straightforward to correct. This discrepancy accounts for the remaining 40% of the GT exceedance.“

Conclusion:

- The relevant Beiderbeck design update (3D model) was received by you/DIV MES on 04.07.2024 (re-sent by us on 10.07.2024), and the latest documents (Technical Specification) also on 10.07.2024. This together needs to be considered as the relevant information for you/DIV MES for the fulfilment of the contractual obligations.
- You/DIV MES presented the first part of the "final" package on 26th of September, with more parts following in the days after.
- The timeline shows that prior to you/DIV MES presenting the 'final' package, there were no GT negotiations or proper brainstorming/discussion sessions with Beiderbeck or us. Also, adaptations were made without speaking about them with us and as a consequence that 'final' model deviates significantly from the original model. This is simply not the normal or logic way of developing naval architecture for a new project. If all requirements would have been met as per the brief, OK, but what we received is far from that.

Therefore, the first development phase has not been completed.

4. Argument:

The last simplified naval architecture 3D model is made following a long line of GT negotiations.

Comment:

Unfortunately this 3D model it does not take into account the original brief sufficiently, nor the comments from Beiderbeck, as it was produced without any consideration of the suggestions nor communication with Beiderbeck or us.

5. Argument:

There was a lack of response from the OI side by not making decision against parameters which initially were obviously set too high for size of the vessel.

Comment:

In view of the numerous abovementioned requests from us to get in touch with Beiderbeck and discuss the best way forward, this argument is void. And even if there would have been a lack of response, it was wrong in any case to simply proceed producing something that is in obvious conflict with the original brief.

6. Argument:

Questions and proposals made by DIV MES design team on subject issues have not been accepted, rather claimed as not justified, which is why they are still on the table today.

Comment:

It is true that many issues are still on the table today, which is why we the first phase of the development still incomplete.

Rest assured that we acknowledge and very much appreciate the time and effort DIV MES has put into producing the 'final' draft design documentation, but when taking into account the above, we can only consider the provided documentation as 'preliminary', and not 'final'. We would therefore welcome and appreciate if you/DIV MES would complete the works as originally agreed, together with Beiderbeck and us.

I look forward to hearing from you whether you can agree to DIV MES completing their original naval architecture tasks (following further discussions with Beiderbeck and us, of course). For us, it is especially important to move this forward soonest on this as we are making progress with other elements of the project.

Kind regards,

Peter

Peter Hürzeler
CEO

Mobile +41794016993

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www.oceanindependence.com

Ocean Independence AG
Seestrasse 39, 8700 Küsnacht/Zürich, Switzerland



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From: Dino Donjerkovic (BIS) <dino.donjerkovic@brodosplit.hr>
Sent: Sunday, 16 March, 2025 20:15
To: Peter Hürzeler <Peter@ocyachts.com>
Cc: vlado.soic@divgroup.eu; ivan@sitiaa.com; Alexander Hürzeler <Alexander@ocyachts.com>; Niklas Miersch <niklas@ocyachts.com>
Subject: RE: OI 30 - Way Forward

Dear Peter,

I hope knee surgery recovery goes well and you're hopefully already fit to get back on sport actions.

The email below gives overview which is not necessarily correct, so please see explanations in blue letters supported with some selfexplanatory sketches. Colleagues from design company DIV MES have been engaged to study yacht concept and turn it into sea going craft compatible with relevant regulations and relevant design case studies, the job they've done correctly by reaching the level in which some significant input requirements from OI as operator must be reconsidered. All of those requirements have been listed and communicated in „Open task table“ with last comment from OI received 10/01/2025 saying at first full efforts are to be made to reach 500GT, and my reply to it 17/01/2025.

We would prefer to receive all alterations but you suggested to go with GT reductions proposals first. The next step taken is your email which is related to the cost of naval architecture design, so still no proposal how to reach 500GT. Some spaces unfortunately needs to be cut. OI/Beiderbeck need to propose and naval architects DIV/MES shall check and confirm feasibility.

Please note, as mentioned before, any minor change to already made documentation will be carried out free of charge but in case of significant alterations which would constitute complete new set of calculation and technical documentation, that shall be considered as additional work. Any potential additional work shall be approved in advance to designers by BIS and OI as additional cost.

Consequently, the job which has been carried out so far must be paid to DIV MES design company.

Please, also find explanations below showing some facts.

Kindly ask you to check and revert with proposal how to move on.

Kind regards,
Dino

Dino Donjerković
Direktor Prodaje | Sales Director (CSO)
M: +385 99 4994 630 | VPN: 5342
dino.donjerkovic@brodosplit.hr | www.brodosplit.hr | www.divgroup.eu

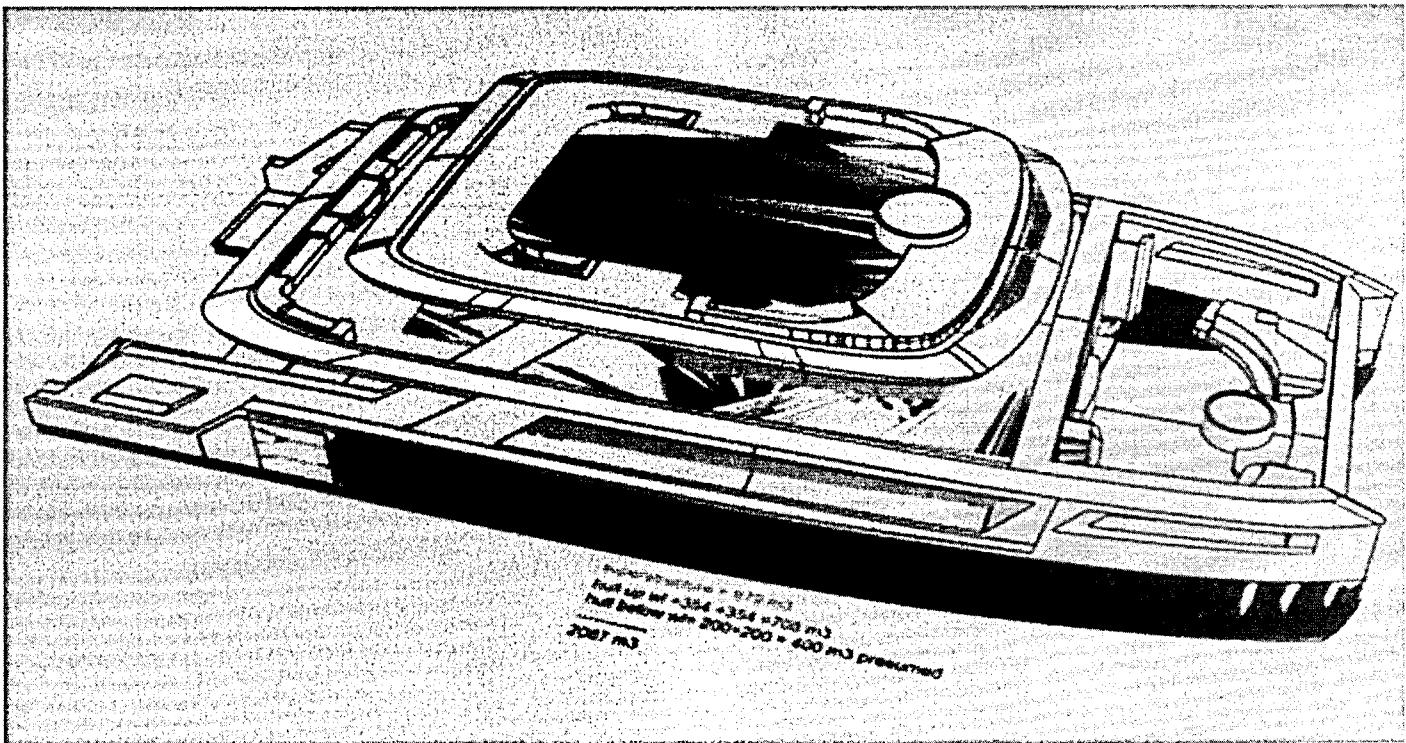
From: Peter Hürzeler [mailto:Peter@ocyachts.com]
Sent: Monday, March 3, 2025 12:39 PM
To: Dino Donjerković <dino.donjerkovic@brodosplit.hr>
Cc: vlado.soic@divgroup.eu; ivan@sitiaa.com; Alexander Hürzeler <Alexander@ocyachts.com>; Niklas Miersch <niklas@ocyachts.com>
Subject: OI 30 - Way Forward

Dear Dino

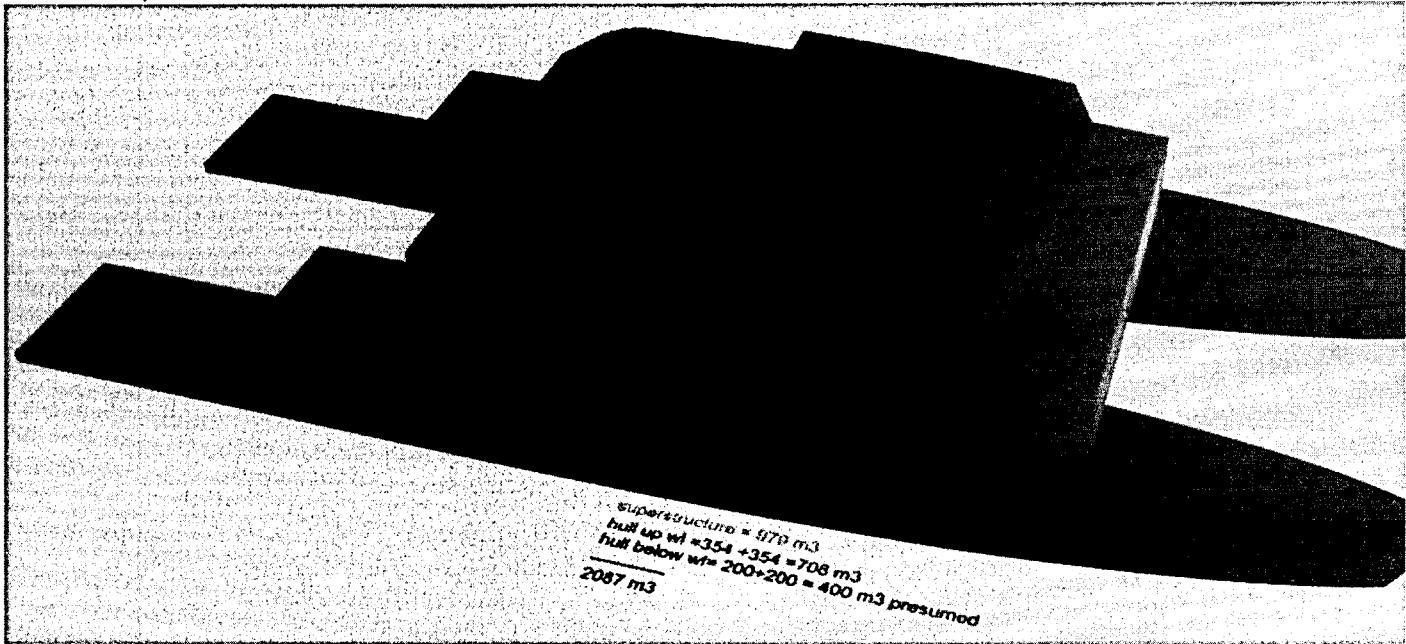
I hope you are well and spring has arrived in Split, or will soon. I also apologize for being a bit slow on this, but following the discussions between the various teams about "naval architecture" and "gross tonnage" I wanted to assess the situation personally and was delayed a bit by a (successful) knee surgery I had to undergo in February. Too much sport 😊

According to my research so far, this is the timeline of events:

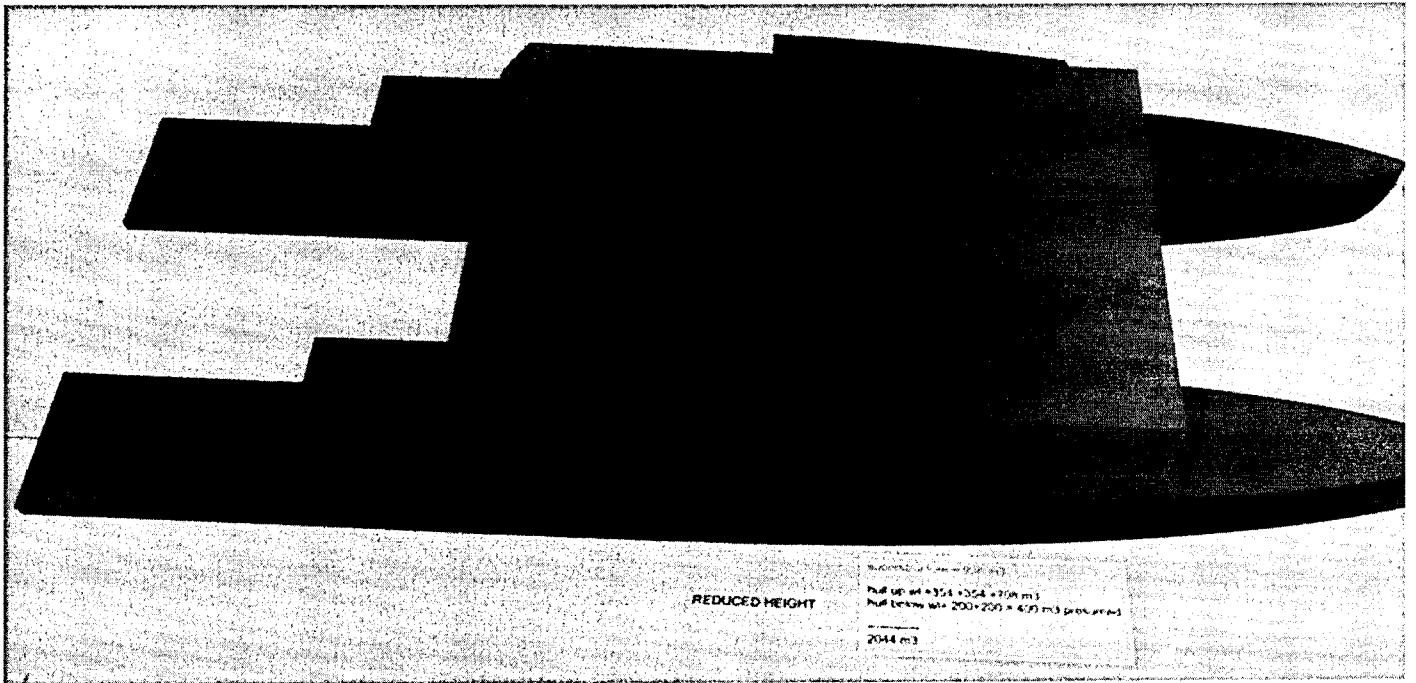
- On 7 May 2024, Beiderbeck did share a 3D design model containing the most relevant GT data. Initial 3D model without cover on sun deck was above 500GT i.e. 2087m³ = 556GT



Simplified 3D model for GT calculation



Reduced height of 2,5 main to upper deck, and 2,4 upper to sun deck gives 2044m³ = 544GT. Space reductions are required to reach 1882m³ of enclosed volume which is 499GT. Further suggestions to be proposed by Ol/Beiderbeck.



- On 24 June 2024, Beiderbeck provided a slightly revised 3D model. While fundamentally the same as the 7 May version, it included additional details on the Master Stateroom.
- Subsequently, Brodosplit, i.e. your naval architect partner company, developed its own 3D model, as required for naval architecture considerations.
- However, this 3D naval architecture model deviates significantly – and in our view unnecessarily – from the 3D model of Beiderbeck, especially (but not only) with regards to ceiling heights.

I was thinking in which way to present these “significant deviations”, so made some comparison of dimensions that basically defines GT:

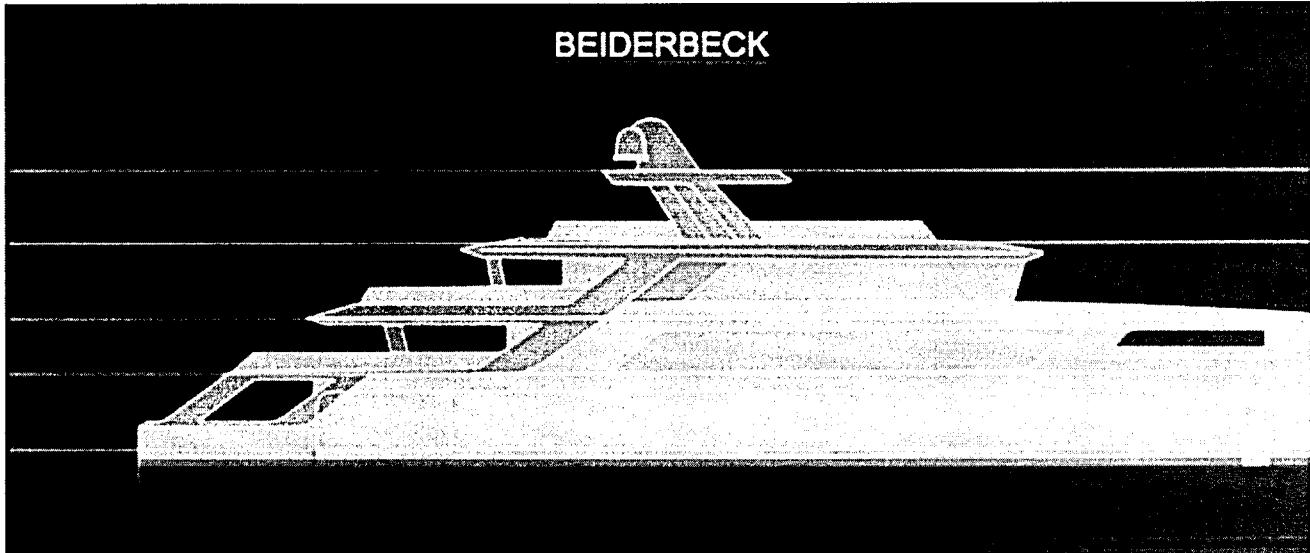
The length overall, breadth of the craft, breadth of each hull have not changed!

The deck height has changed:

1. Lower deck which is 100mm higher to have enough space required for installation of engine with gearbox
2. Deck heights are set to 2500mm height which is suitable for installation of underdeck structure, HVAC installations, piping and electric installations, ceiling carrying structure and deck coverings that put vessel to height 474mm bigger than initially defined by Beiderbeck. New proposal is to go with 2400mm between upper deck and sun deck, which remains to be confirmed in respect to installations and equipment to be installed once GT suggestions are done.

What I certainly agree with you is that the silhouette must be kept as close as possible to initially presented one because that's the selling point of the craft, having in mind technical requirements and regulations must be fulfilled.

For better understanding of heights see comparison from side view on GA delivered by OI and main frame drawing made by DIV-MES, below:



Other changes, in particular the wheelhouse, were made in a way of volume reduction to reach 500GT.

- Despite multiple requests and offers from both Beiderbeck and ourselves to discuss progress, your naval architects have proceeded independently, with only one brief meeting as an exception. This is not quite correct, because critical technical points have been raised and addressed to OI/Beiderbeck but answers received was cosmetical not resolving technical issues which has been raised. That way project could go forever, so optimal solutions have been presented in delivery of agreed technical documentation. As understood, starting from meeting in Zagreb the project has went to new development phase.
- The consequence is that the naval architecture team has developed a model of their own, which does not align with the design nor the intended character and qualities of the yacht. As a result, it fails to meet the contractual parameters.

No, I strongly disagree. The last simplified Naval architecture 3D model is made in a long line of GT negotiations. The teams have to find the way to keep silhouette as I mentioned above, but suggestions for GT reduction are still expected from OI/Beiderbeck. I also believe that we (OI & BIS) cannot expect from designers to make another iteration in design process free of charge.

While it is sad that we have not made enough progress on this topic due to a lack of collaboration and communication of the naval architecture team, I sincerely hope that you can take positive influence to change this in the very future. As a matter of fact it might just be opposite case, because it seems lack of response came from OI side by not making decision against parameters which initially were obviously set too high for size of the vessel. Questions and proposals made by DIV MES design team on subject issues have not been accepted, rather claimed as not justified, so still today we have it on the table. This would be of particular importance as we have been able to make some very promising progress on the finance side. If this momentum continues, we will need to be able to make progress with the shipyard construction contract relatively quickly, too, which will not be possible without a viable naval architecture model, of course. It is good to hear about financial side, but we need to push technical. Please revert as suggested, I've made same overview file in Excel for better understanding and follow up, so please find it attached.

I look forward to your assessment and your indication of when such a model might be available. As mentioned, the Naval Architecture 3D model and OI initial 3D model have no significant alterations but the GT is far above 500. OI/Beiderbeck needs to address possible space reduction in volume of 162m³, having in mind that DIV MES designers have left open space below main deck between hulls to be on lowest possible GT. Of course, I also remain available to discuss the best way forward would you consider this helpful. However, at this point, I guess the next step is in your hands, and I truly hope that you will be able to get things progressing again, soon. No, there's misunderstanding here. Proposal like having no closed structure between hull under main deck between hulls to save volume as well as wheelhouse reduction on sides has not been accepted. Maybe, we need to reduce LOA or B but that certainly makes influence to requirements which must be adjusted accordingly, so this kind of decision must be made by OI/Beiderbeck.

Finally, I certainly believe that you and myself shall enter as monitoring part on details and progress, but engineers and designers must do their part of a job.

Best regards,

Peter

Peter Hürzeler
CEO

Mobile +41794016993



www.oceanIndependence.com

Ocean Independence AG
Seestrasse 39, 8700 Küsnacht/Zürich, Switzerland



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Auslandzahlung

Begünstigter	Bank des Begünstigten
IBAN (Konto-Nr.): HR56 2360 0001 1023 6226 4	BIC (Swift): ZABAHR2XXXX
Begünstigter: Brodosplit Brodogradevna Industrija Ulica Velimira Skorpika 11 10000 Zagreb HU	Bank des Begünstigten: ZAGREBACKA BANKA DD TRG BANA JOSIPA JELACICA 10 10000 ZAGREB
Währung Betrag: EUR 9'950.00	Mitteilung für Empfänger: 08.07.2024 13/1000/901093
Zahlung	
Kontoinhaber: Ocean Independence AG	Avisierungen: Sammelbuchung mit Sammelanzeige
Belastungskonto: CH11 0020 2202 3038 396H T	Salärzahlung: Nein
Kontobezeichnung: UBS Kontokorrent Unternehmen	Eigene Notiz: EB-SAMMELAUFTAG
Ausführungsdatum: 10.07.2024	
Wechselkurs:	
Auftragsinformation	
Auftragsnummer: 0102192T12062006	Kosten: Aufteilung der Kosten
End-to-end ID:	Status: Vollvisiert
	Erfasst durch / Vertrags-Nr.: Angela Piai / *****433
	Erfasst am: 10.07.2024
	Erstvisum durch / Vertrags-Nr.: Alexander Laurenz Gaston Hürzeler / *****064
	Visiert am: 10.07.2024
	Zweitvisum durch / Vertrags-Nr.: Alexander Laurenz Gaston Hürzeler / *****064
	Visiert am: 10.07.2024

DRAFT DESIGN CONTRACT

between

OCEAN INDEPENDENCE AG

and

BRODOSPLIT JSC

For 40m catamaran (project OI 30)



THIS Draft Design Contract (hereinafter referred to as the "**Contract**") is made and entered into by and between:

BRODOSPLIT JSC., a corporation organised and existing under the laws of Croatia, having its registered office at Velimira Škorpika 11, 10090 Zagreb, Croatia, PIN: 18556905592, with the shipyard address at Put Supavla 21, 21000 Split, Croatia (hereinafter referred to as the "**Builder**"),

and

OCEAN INDEPENDENCE AG, a corporation duly organized and existing under the laws of Switzerland having its main office and principal place of business at Seestrasse 39, CH 8700 Küsnacht / Zürich, Switzerland, UID CHE113162440 (hereinafter referred to as the "**Investor**").

Collectively, the Builder and the Investor are referred to as "**Parties**" and individually as "**Party**".

The Parties have agreed to enter into this Contract for the initial design development on the Investor's project OI-30 for which the Investor shall deliver so far developed documentation and technical requirements as the basis for the Builder to check and produce initial design documentation, for a 40m sustainable aluminium Luxury catamaran which shall fit within GT500 (hereinafter: the "**Project**").

ARTICLE 1. OBLIGATIONS OF THE INVESTOR

1.1. The Investor undertakes to:

- (a) Deliver latest updated documentation which shall be used by the Builder to produce initial design of the craft, as per list below attached to this contract:
 1. OI-30 General Overview of Technical & Design Requirements
 2. OI-30 Preliminary Technical Specification
 3. OI-30 Exterior Design & Cabin Layout
- (b) Participate in initial design development with the Builder's designers, particularly in matters of operational setup of the vessel. The Investor shall appoint the responsible contact person to correspond with the Builder's designers.

ARTICLE 2. OBLIGATIONS OF THE BUILDER

2.1. The Builder agrees to:

- (a) Engage designers to perform the contracted services for the Project in a professional, high quality and responsible manner.
- (b) Analyse details of Investor's documentation from technical point of view to produce a design optimized in naval, structural, electrical, outfitting and machinery discipline which as result shall have documentation produced as per the list below:



1. General Arrangement Plan
2. Technical Specification
3. Power Curve Prediction
4. Body Lines (Hull design & hydrodynamics)
5. Preliminary Calculation of Lightship Weight and its Centre of Gravity
6. Preliminary Stability Prediction
7. Tanks Capacity Plan
8. Range calculation
9. Midship section
10. Longitudinal section
11. Main deck
12. Engine room arrangement
13. Preliminary power consumption (load balance)
14. List of main equipment
15. Technical specifications of main equipment

(hereinafter: the "Initial Design Documentation").

(c) Produce aforementioned Initial Design Documentation which is to be in accordance with applicable Classification society rules for 12 passenger craft below 500GT. The classification society may or may not be chosen in this stage of the Project but in any case, before the development of classification design the Investor must choose a classification society between CRS, BV, LR, RINA or DNV. This in any case falls into the next stage of design development which is not regulated by this Contract.

ARTICLE 3. SCOPE OF DESIGN WORKS

- 3.1. The design works under this Contract will be carried out by using the latest technically applicable software suitable for the Project.
- 3.2. The Builder may propose a particular model test to be carried out in this initial design phase but the final decision is to be made together with the Investor. The Investor shall approve and bear the cost of such testing, if any. Approvals by any third parties and their cost are not included under the scope of design works under this Contract and the Contract Price.

ARTICLE 4. PRICE AND PAYMENT TERMS

- 4.1 The Contract price to be paid by the Investor to the Builder amounts to EUR 19.900,00 (nineteenthousandninehundred euro) excluding VAT (hereinafter: the "**Contract Price**").
- 4.2 The Contract Price includes:
 - a. Design work as stipulated in Article 2 and Article 3 of this Contract
 - b. Software license fees

- 4.3 The Builder's additional work as it may be applicable shall be paid by mutually agreed price between both Parties. The cost of one working hour of initial design development work by Builder's designers is set to 60,00 EUR (sixty euro).
- 4.4. The Contract Price stipulated in Article 4.1. above will be paid as follows:
 - 50% (fifty percent) of the Contract Price will be paid at order confirmation, and
 - 50% (fifty percent) of the Contract Price will be paid after the delivery of the Initial Design Documentation set.

ARTICLE 5. TIME AND MODE OF DELIVERY

- 5.1. The Builder will deliver the complete set of Initial Design Documentation within 75 (seventyfive) days from signing this Contract and payment of the first instalment of the Contract Price in accordance with Article 4.4. of this Contract (hereinafter: **Delivery Date**).
- 5.2. The questions raised by the Builder's designers towards the Investor must be answered as soon as possible, but in any case not later than 5 (five) working days. In case that the Investor gives no response within 5 (five) working days, the Builder is allowed to continue with the works at their best knowledge on the particular question raised. In case that the later stage of design shows that the chosen solution in such cases was not optimal, the new work shall be treated as additional work for the Builder which is to be agreed and confirmed separately, as determined in Article 4.3. of this Contract.
- 5.3 The Initial Design Documentation must be delivered to the Investor in electronic form (pdf).

ARTICLE 6. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

- 6.1. The Initial Design Documentation is made for the Investor so that the Investor has the full right to use it at its own discretion. The Builder has the right to use the knowledge gathered during the development of the initial design, if any, but in no case has any right to sell OI-30 documentation to any third party.
- 6.2. In case the Investor decides to place an order for construction with another party than the Builder based on the information of the Initial Design Documentation under 2.1 b), then the Builder is entitled to collect a royalty fee in value of 0,25% of the contract price for each product made up to a maximum of ten made.

ARTICLE 7. LIABILITY

- 7.1. The Builder shall not be under any penalty for the first fifteen (15) working days of delay in delivery of the Initial Design Documentation set.
- 7.2. If the delivery of any part of Initial Design Documentation by the Builder is delayed by more than fifteen (15) working days beyond the agreed Delivery Date and such delay

 A handwritten signature consisting of a stylized 'L' and a vertical line with a small 'J' at the bottom.

is not attributable to the Investor or to causes that permit extension of time under this Contract, the Builder shall pay to the Investor by way of liquidated damages in value of 0,1% (zero point one percent) of the Contract Price per each day of delay.

7.3. The liquidated damages set forth in Article 7.2. shall be the Investor's sole remedy for the Builder's delays. The total amount of any liquidated damages payable by the Builder to the Investor under this Contract shall not exceed 5% (five percent) of the Contract Price as provided under Article 4.1.

ARTICLE 8. CONFIDENTIALITY

8.1. The Parties hereto agree that they shall maintain confidential all information furnished by the other party under this Contract.

ARTICLE 9. LANGUAGES AND CORRESPONDENCES

9.1 All documents exchanged between both Parties shall be in English language.

9.2 All notices and correspondence in connection with this Contract shall be addressed as follows:

The complete correspondence in this Project is to be carried out by means of electronic mail (e-mail). For that matter all communication shall be as minimum addressed to persons below with e-mail addresses:

- For the "Investor" Ocean Independence: alexander@oyachts.com,
niklas@ocyachts.com
- For the "Builder" Brodosplit JSC, Dino Donjerković; e-mail:
dino.donjerkovic@brodosplit.hr and sales@brodosplit.hr

The Builder shall as soon as contract is signed appoint design project leader who will be responsible for an initial design documentation development and will actively participate in technical correspondence with the Investor's representative(s).

9.3. All notices will be considered delivered to the other party if sent by e-mail and with confirmation of e-mail receipt.

ARTICLE 10. FORCE MAJEURE

10.1 Force Majeure means an occurrence beyond the reasonable control of and not caused by the negligence or fault the party claimed to be affected, which renders such party unable, wholly or in part, to perform its obligations under this Contract, provided that such party could not reasonably have foreseen such occurrence at the time of entering



into the Contract and could not reasonably have avoided or overcome it or its consequences.

- 10.2 The Parties shall use their reasonably best efforts to mitigate the consequences of the Force Majeure, and to resume work and fulfil all obligations under this Contract as soon as reasonably possible.
- 10.3 In the event that the Force Majeure continues for more than 4 (four) months, either Party may choose to terminate this Contract.

ARTICLE 11. MODIFICATION AND ASSIGNMENT OF THE AGREEMENT

- 11.1 Any amendment or assignment of this Contract shall be made in writing by agreement of both Parties. No amendments of this Contract shall be valid and/or binding if they are not made in written form.
- 11.2 The Parties agree that if any of the provisions of this Contract would be null or void, such provision shall have no effect on the validity of other provisions of this Contract.
- 11.3 The Parties agree to replace the null or void provision of this Contract with a valid provision closest as possible to the economic purpose of the null or void provision and this entire Contract.

ARTICLE 12. GOVERNING LAW AND DISPUTE RESOLUTION

- 12.1 The Parties agree that all disputes arising in relation to this Contract shall be resolved amicably.
- 12.2 Should no solution acceptable to both Parties be found the Parties hereby agree that the validity and interpretation of this Contract shall be governed by the laws of England and shall be finally resolved in an adequate procedure before a competent court in London.

ARTICLE 13. MISCELLANEOUS

- 13.1 All agreements achieved and correspondence exchanged between the Builder and the Investor before entering into this Contract that do not specifically form a part of this Contract shall have no legal effect between the Parties. This Contract contains the entire agreement between the Parties hereto.
- 13.2 The Parties hereby state that they are familiar with the rights and obligations arising from this Contract and they accept these same rights and obligations by signing this Contract.
- 13.3 The Parties agree that this Contract shall become effective at the date the Contract is signed by authorised representatives of both Parties (hereinafter: the **Effective Date**).
- 13.4 This Contract is made in two copies, one for each Party.

26.06.2024

INVESTOR

Date:

Name: Tomislav Debeljak

Title: President of Management Board

BUILDER

Date: 26.06.2024

Name: Peter Hürzeler

Title: CEO



From: Niklas Miersch <niklas@ocyachts.com>
Sent: Monday, June 2, 2025 5:34 PM
To: PRIJAVA-TRAZBINE <prijavatrazbine@fina.hr>
Cc: Alexander Hürzeler <Alexander@ocyachts.com>
Subject: RE: Obavijest vjerovnicima o postupku u slučaju insolventnosti/Notice to creditors regarding the insolvency procedure

Some people who received this message don't often get email from niklas@ocyachts.com. [Learn why this is important](#)
Koga se tiče

Primili smo obavijest vjerovnicima u vezi s postupkom insolventnosti Brodosplita.

Ovime podnosimo svoju potražbinu kao vjerovnici protiv dužnika. U prilogu Vam dostavljamo propisno ispunjen i potpisani obrazac, uz koji je priložena prateća dokumentacija, uključujući potpisani ugovor, dokaz o plaćanju i dokaz o nepodmirenim potraživanjima.

Molimo Vas da što prije potvrdite ispravan i potpun primitak naše podneske.

Puno Vam hvala na pomoći i suradnji.

Srdačan pozdrav,
Niklas Miersch
Business Development Director

Mobile +49 1575 3000 994
Tel. +41 44 390 2575

ENGLISH:

To whom it may concern

We have received the notice to creditors concerning the insolvency proceedings of Brodosplit.

We hereby submit our claim as creditors against the debtor.

Please find attached the duly completed and signed form, accompanied by supporting documentation, including the signed contract, proof of payment, and evidence of the outstanding claims.

Could you kindly confirm correct and complete receipt of our submission at your earliest convenience, please?

Thank you very much for your assistance and cooperation.

Best regards,
Niklas Miersch
Business Development Director
Mobile +49 1575 3000 994
Tel. +41 44 390 2575



www.oceanindependence.com
Ocean Independence AG
Seestrasse 39, 8700 Küsnacht/Zürich, Switzerland

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From: Davorka <davorka@odvjetnica-huljev.hr>
Sent: Wednesday, 28 May, 2025 13:15
To: Enquiries <Enquiries@ocyachts.com>
Subject: Obavijest vjerovnicima o postupku u slučaju insolventnosti/Notice to creditors regarding the insolvency procedure

Poštovani,

U primitku dostavljamo Obavijest vjerovnicima o postupku u slučaju insolventnosti.

Lijep pozdrav,

Povjerenik
Davorka Huljev

Dear Sir/Madam,

In attached, we are sending a Notice to creditors regarding the insolvency procedure.

Best regards,

**Commissioner
Davorka Huljev"**

**Davorka Huljev
Odvjetnica/Attorney at law
Miramarska 13d, 10000 Zagreb
T +385/0/1 6152555
F +385/0/1 6152444**

ODVJETNIČKA TAJNA: *Sadržaj ove e-poruke predstavlja odvjetničku tajnu. Poruka je namijenjena isključivo navedenom primatelju. Ukoliko niste navedeni primatelj, daljnja distribucija ove e-poruke je strogo zabranjena. Ukoliko ste greškom primili ovu e-poruku, molimo da o tome odmah obavijestite pošiljatelja ili odvjetnicu Davorku Huljev telefonom na broj +385 1 6152555, te uništite sve eventualne primjerke ove e-poruke. Hvala.*

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