

Obrazac 3.

FINANCIJSKA AGENCIJA

OIB: 85821130368

Fina, RC Zagreb, Ulica grada Vukovara 70, 10000 Zagreb

(adresa nadležne jedinice)

FINANCIJSKA AGENCIJA
ODSJEK ZA PRIJEM, EVIDENTIRANJE
I POHRANU OSNOVA ZA PLAĆANJE
Z A G R E B 2**23-06-2025**PREDSTEČAJNE NAGODBE
PRIMANJE I OTPREMA POSTE

KLASA:

UR. BROJ:

Nadležni trgovački sud Trgovački sud u Zagrebu, Trg Johna Fitzgeralda Kennedyja 11, 10000 ZagrebPoslovni broj spisa St-1035/2025**PRIJAVA TRAŽBINE VJEROVNIKA U PREDSTEČAJNOM POSTUPKU****PODACI O VJEROVNIKU:**

Ime i prezime / tvrtka ili naziv

Wijge Holding B.V.

OIB

22909003712

Adresa / sjedište

Bellamypark 21, 4381 CG Vlissingen, Nizozemska**PODACI O DUŽNIKU:**

Ime i prezime / tvrtka ili naziv

BRODOGRAĐEVNA INDUSTRIJA SPLIT, dioničko društvo

OIB

18556905592

Adresa / sjedište

Ulica Velimira Škorpika 11, 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)

Iznos dospjele tražbine _____ (kn)

Glavnica _____ (kn)

Kamate _____ (kn)

Iznos tražbine koja dopijeva nakon otvaranja predstečajnog postupka
_____ (kn)

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

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

Naziv ovršne isprave

PODACI O RAZLUČNOM PRAVU:

Pravna osnova razlučnog prava

Ugovor o hipoteci trećeg reda na teret broda u gradnji „BRODOSPLIT 485”, sklopljen između Dužnika kao hipotekarnog dužnika i Vjerovnika kao hipotekarnog vjerovnika dana 21. travnja 2021. godine, ovjerenog od strane javnog bilježnika Ilije Šarića iz Splita dana 7. svibnja 2021. godine, pod brojem OV-2238/2021.

Hipoteka trećeg reda je upisana dana 10. svibnja 2021. godine u upisnik brodova RH, uložak broj: 268448.

Hipoteka trećeg reda na teret broda zasnovana je radi osiguranja naplate tražbine nastale temeljem Ugovora o zajmu sklopljenog 5. siječnja 2021. godine između Vjerovnika kao zajmodavca i Dužnika kao zajmoprimeca. Ugovor o zajmu u međuvremenu je izmijenjen pripadajućim dodacima kako slijedi: Dodatkom br. 1 Ugovoru o zajmu od 21. travnja 2021. godine, Dodatkom br. 2 Ugovoru o zajmu od 28. svibnja 2021. godine, Dodatkom br. 3 Ugovoru o zajmu od 14. listopada 2021. godine, Dodatkom br. 4 Ugovoru o zajmu od 15. studenog 2021. godine te Dodatkom br. 5 Ugovoru o zajmu od 16. veljače 2022. godine.

Dio imovine na koji se odnosi razlučno pravo

Brod u gradnji, oznake „BRODOSPLIT 485”, NIB: 268448, upisan u upisnik brodova Republike Hrvatske, luka upisa: Split, IMO broj: 9896191, bruto tonaža: 6.603,00, duljina preko svega (m) 108,60.

Iznos tražbine

4.000.000,00 eura, uvećano za kamate, naknade, tečajne razlike, pristojbe, troškove i sve ostale obveze prema Ugovoru o zajmu i/ili Ugovoru o hipoteci.

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

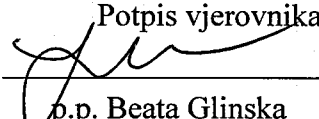
Dio imovine na koji se odnosi izlučno pravo

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

Mjesto i datum

Zagreb, 17. lipnja 2025. godine

Potpis vjerovnika



p.p. Beata Glinska

**ODVJETNIK
BEATA GLINSKA**

Z A G R E B

ODVJETNIČKO DRUŠTVO

GLINSKA & MIŠKOVIĆ

d.o.o.

ZAGREB, Ulica grada Vukovara 269f

Ⓢ

Prilozi:

- *Punomoć za zastupanje od dana 13. lipnja 2025. godine;*
- *Ugovor o zajmu od 5. siječnja 2021. godine;*
- *Dodatak br. 1 Ugovoru o zajmu od 21. travnja 2021. godine;*
- *Dodatak br. 2 Ugovoru o zajmu od 28. svibnja 2021. godine;*
- *Dodatak br. 3 Ugovoru o zajmu od 14. listopada 2021. godine;*
- *Dodatak br. 4 Ugovoru o zajmu od 15. studenog 2021. godine;*
- *Dodatak br. 5 Ugovoru o zajmu od 16. veljače 2022. godine;*
- *Ovjereni prijevod Ugovora o zajmu od 5. siječnja 2021. godine;*
- *Ovjereni prijevod Dodatka br. 1 Ugovoru o zajmu od 21. travnja 2021. godine;*
- *Ovjereni prijevod Dodatka br. 2 Ugovoru o zajmu od 28. svibnja 2021. godine;*
- *Ovjereni prijevod Dodatka br. 3 Ugovoru o zajmu od 14. listopada 2021. godine;*
- *Ovjereni prijevod Dodatka br. 4 Ugovoru o zajmu od 15. studenog 2021. godine;*
- *Ovjereni prijevod Dodatka br. 5 Ugovoru o zajmu od 16. veljače 2022. godine;*
- *Pismo namjere od 14. listopada 2021. godine;*
- *Ovjereni prijevod Pisma namjere od 14. listopada 2021. godine;*
- *Ugovor o hipoteci trećeg reda na teret broda u gradnji „Brodosplit 485“ od 21. travnja 2021.;*
- *Izvadak iz upisnika brodova za brod BRODOSPLIT 485, NIB: 268448;*

PUNOMOĆ

Ovine mi, **Wijge Holding B.V.**, društvo s ograničenom odgovornošću (*besloten vennootschap met beperkte aansprakelijkheid*), propisno osnovano i postoji prema zakonima Nizozemske, sa sjedištem u Bellamypark 21, 4381 CG Vlissingen, Nizozemska, registrirano u trgovačkom registru Nizozemske gospodarske komore pod brojem 22026385, OIB: 22909003712 („Društvo“)

opunomoćujemo

Alekseja Miškovića, Beatu Glinska, Tenu Jurišić, Katarinu Šarić i Antonija Josića
odvjetnike
u Odvjetničkom društvu Glinska & Mišković d.o.o., Ulica grada Vukovara 269f, Zagreb

i/ili

Ivana Luisa Glavicha Mandarića i/ili Ivana Turića i/ili Jana Posavca
odvjetničke vježbenike u Odvjetničkom društvu Glinska & Mišković d.o.o.,
Ulica grada Vukovara 269f, Zagreb

(u daljnjem tekstu: „Punomoćnici“ ili svaki pojedinačno „Punomoćnik“)

svakog od njih samostalno i pojedinačno da:

1. prijave tražbinu Društva u predstečajnom postupku otvorenom nad predstečajnim dužnikom **BRODOGRAĐEVNA INDUSTRIJA SPLIT, dioničko društvo (BRODOSPLIT d.d.)** OIB: 18556905592, Zagreb, Ulica Velimira Škorpika 11, temeljem rješenja Trgovačkog suda u Zagrebu od dana 19. svibnja 2025. godine pod poslovnim brojem St-1035/2025;

2. obavijeste o pravima, pravnoj osnovi razlučnoga prava i dijelu imovine predstečajnog dužnika **BRODOSPLIT d.d.** na koji se odnosi razlučno pravo te da daju izjavu odriču li se ili ne odriču prava na odvojeno namirenje vezano uz razlučno pravo Društva u gore navedenom predstečajnom postupku;

POWER OF ATTORNEY

Hereby we, **Wijge Holding B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), duly incorporated and existing under the laws of the Netherlands, with registered seat in Bellamypark 21, 4381 CG Vlissingen, the Netherlands, registered at the trade register of the Dutch Chamber of Commerce under number 22026385, PIN (OIB): 22909003712 („Company“)

authorize

Aleksej Mišković, Beata Glinska, Tena Jurišić, Katarina Šarić, and Antonio Josić
Attorneys at Law
at the Law Firm Glinska & Mišković Ltd.
Ulica grada Vukovara 269f, Zagreb

and/or

Ivan Luis Glavich Mandarić and/or Ivan Turić and/or Jan Posavec
Associates at the Law Firm
Glinska & Mišković Ltd.
Ulica grada Vukovara 269f, Zagreb

(hereinafter referred to as the "Representatives" or each a "Representative")

each of them individually and independently to:

1. report the claim of the Company in the pre-bankruptcy proceeding against the pre-bankruptcy debtor **SHIPBUILDING INDUSTRY SPLIT, joint stock company (BRODOSPLIT JSC)** OIB: 18556905592, Zagreb, Ulica Velimira Škorpika 11, based on the decision of the Commercial Court in Zagreb dated 19 May 2025 under the reference number St-1035/2025; and

2. notify of the rights, legal basis of the right to separate settlement and the part of the property of the pre-bankruptcy debtor **BRODOSPLIT JSC** to which the right to separate settlement applies and to provide a statement whether or not the Company waives the right to separate settlement in relation to the Company's right to separate settlement in the aforementioned pre-bankruptcy proceeding;

3. zastupaju Društvo u predstečajnom postupku kao i svakom drugom postupku koji može proizaći iz predmetnog predstečajnog postupka.

Punomoćnici su ovlašteni poduzeti sve druge potrebne i svrhovite radnje, potpisati i/ili ovjeriti pred javnim bilježnikom sve dokumente koji mogu biti potrebni u prethodno spomenutom predstečajnom postupku, a naročito glasati, podnositi tužbe, prijave, žalbe, prigovore, obavijesti, prijedloge i ostale podneske te preuzeti sve druge isprave u vezi s gore navedenim radnjama. Navedene radnje Punomoćnici su ovlašteni poduzimati pred Financijskom agencijom, Trgovačkim sudom u Zagrebu ili bilo kojim drugim nadležnim sudom, te pred drugim nadležnim tijelima.

U slučaju sumnje, uvjeti iz ove Punomoći će se tumačiti ekstenzivno kako bi se ispunila svrha iste.

Ova punomoć izdaje se na neodređeno vrijeme i ostaje na snazi do opoziva.

Punomoćnik je ovlašten na izdavanje podpunomoći u pravnim okvirima ove punomoći.

Na ovu Punomoć primjenjuje se hrvatsko pravo.

3. represent the Company in the pre-bankruptcy proceeding and every other proceeding that may arise from the respective pre-bankruptcy proceeding.

Representatives are authorized to undertake all other necessary and required actions, to sign and/or notarize any document which may be necessary in the above-mentioned pre-bankruptcy proceeding, namely vote, submit claims, applications, appeals, objections, notifications, proposals and other submissions and to receive any and all other documents in respect of the above actions. The Representatives are authorized to perform the said actions before the Financial agency, Commercial Court in Zagreb or any other competent court and other competent bodies.

In case of doubt, the terms of this Power of Attorney shall be interpreted extensively in order to fulfil its purpose.

This Power of Attorney is granted for an undefined period of time and shall remain in force until its revocation.

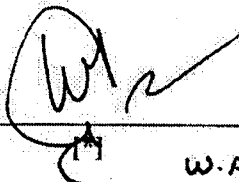
The Representative shall be authorized to issue sub-powers of attorney within the legal limits of this Power of Attorney.

This Power of Attorney is governed by Croatian law.

Mjesto/Place: Ulsingen

Datum/ Date: 13-6-2025

Wijge Holding B.V.
zastupano po / represented by



W.A.H. VAN GESSEL
director

SHORT TERM LOAN AGREEMENT

between

WIJGE HOLDING B.V.

as Lender

and

BRODOSPLIT JSC

as Borrower

and

MR DEBELJAK

As Guarantor

5 January 2021

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THE UNDERSIGNED:

- I. **WIJGE HOLDING B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), duly incorporated and validly existing under the laws of the Netherlands, with registered office (*statutaire zetel*) in Vlissingen, the Netherlands, and its offices at Bellamypark 21, 4381 CG Vlissingen, the Netherlands, registered at the trade register of the Dutch Chamber of Commerce (the "Trade Register") under file number 22026385, (the 'Lender');
- II. **BRODOSPLIT JSC**, a Croatian company with limited liability, duly incorporated and existing under the laws of the Republic of Croatia, and having its seat at Put Supavla 21, 21000 Split, Croatia, with a Croatian subject identification number (OIB) 18556905592, (the 'Borrower'); and
- III. **MR DEBELJAK**, born in Zagreb, Croatia, on 6th March 1975, currently residing at Vladimira Nazora 32, in Bregana, Samobor, Croatia, holder of a passport with number 173899609 ('Mr Debeljak').

The Lender, the Borrower and Mr Debeljak are hereinafter collectively also referred to as: the 'Parties', each individually being a 'Party'.

WHEREAS:

- A. The Parties have entered into discussion with respect to a loan to be granted by the Borrower to the Lender in the amount of EUR 2.000.000;
- B. Lender is willing to grant a loan in the amount mentioned above to the Borrower and the Borrower is willing to accept such loan, on and subject to the terms and conditions set forth in this loan agreement (the "Agreement").

ARTICLE 1. THE LOAN

- 1.1 Subject to the terms and conditions of this Agreement, the Lender grants a loan in the amount of EUR 2.000.000 (two million Euros) to the Borrower (the 'Loan').
- 1.2 The Lender shall provide the Loan to the Borrower within three (3) business days after the execution of this Agreement (the "Issue Date").
- 1.3 The Borrower shall apply the Loan exclusively for engines, auxiliary engines and other equipment for the vessel presently under construction in Lender's shipyard in Split and designated as Newbuilding 485.

ARTICLE 2. INTEREST

- 2.1 The rate of interest on the Loan is equal to 12 (twelve) per cent per annum as per the Issue Date up to the date that the Loan has been fully repaid (the 'Interest').

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- 2.2 Interest shall accrue on a monthly basis and be added to the principal amount of the Loan.
- 2.3 Any Interest accruing under this Agreement will be calculated on the basis of a month of 30 (thirty) days.

ARTICLE 3. REPAYMENT

- 3.1 The outstanding amount of the Loan, including accrued Interest and costs, will be (re)paid in full ultimately on 1 March 2021 (the 'Maturity Date').
- 3.2 Early repayment of the Loan is allowed without any penalty becoming due.

ARTICLE 4. EVENTS OF DEFAULT

- 4.1 If and when any of the events mentioned below occurs with respect to the Borrower, the outstanding amount of the Loan including any Interest and costs due by the Borrower to the Lender pursuant to this Agreement shall be forthwith due and payable without any notice of default, warning, judicial intervention or prior notice being required:
- a. a default in the performance of any of the obligations the Borrower has towards the Lender pursuant to this Agreement, including late payment of any amounts due;
 - b. if the Lender has reasonable ground to believe that a default as referred to in clause 4.1a will occur, such to the sole discretion of the Lender;
 - c. petition and/or application for suspension of payments (*surséance van betaling*) or other judicial postponement of payment of debts or any similar concept under a foreign jurisdiction, or such a situation is threatening;
 - d. petition of bankruptcy or winding-up petition (*faillissement*), declaration of bankruptcy or actual winding-up, or any similar concept under a foreign jurisdiction, or such a situation is threatening;
 - e. proposition of an extra-judicial arrangement;
 - f. composition with its creditors;
 - g. (voluntary) dissolution (*ontbinding*) of the Borrower or its actual winding-up;
 - h. a default with respect to any financial indebtedness of the Borrower (other than indebtedness incurred under this Agreement) and such default shall have continued for more than any originally applicable grace period;
 - i. any financial indebtedness of the Borrower is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described);
 - j. prejudgment attachment (*conservatoirbeslag*) or executorial attachment (*executorial beslag*) on any part of the assets of the Borrower which is not lifted or nullified within thirty (30) business days after the date on which the attachment is levied;
 - k. a breach of the warranties included in clause 7 by the Borrower; and
 - l. in the event of a default under any other agreement between Lender (or affiliates of Lender) and Borrower, which default is not remedied to the satisfaction of Lender within five (5) calendar days after the Borrower has been notified of such default.
- 4.2 As regards the event mentioned in clause 4.14.1a and clause 4.1b, the Borrower undertakes to any time be bound by the decision of the Lender in this respect.
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- 4.3 The Borrower shall inform the Lender immediately in writing if and when any of the abovementioned facts and/or circumstances occurs.
- 4.4 The provisions of this clause shall remain in force notwithstanding the authority of the Lender under any applicable law to take any measure at any time to retain its rights or to recourse its claims on the Borrower pursuant to this Agreement.

ARTICLE 5. SECURITY

- 5.1 Mr Debeljak hereby:
- a. As a separate and independent obligation, unconditionally and irrevocably guarantees to the Lender, and shall be jointly and severally liable, as co-principal debtor (*hoofdelijkaansprakelijk*) to the Lender for the due and timely performance and observance by the Borrower's obligations, commitments, undertakings and warranties under or pursuant to this Agreement (the 'Guaranteed Obligations'); and
 - b. Shall indemnify, defend and hold harmless the Lender against all losses which the Lender may suffer through or arising from any breach by the Borrower of the Guaranteed Obligations.
- 5.2 Mr Debeljak shall co-sign this Agreement for acknowledgement and acceptance of its obligations under this Article 5.

ARTICLE 6. FINANCIAL INFORMATION COVENANTS

- 6.1 The Borrower hereby undertakes towards the Lender to, at Lender's request, supply any and all information and data – including financial statements and documentation regarding the Borrower's financial position.
- 6.2 The Lender shall at all times be entitled to perform an investigation into the financials and administration of the Borrower, whether or not with the assistance of one or more advisers, whereby the costs of such investigation shall be borne by the Lender.

ARTICLE 7. WARRANTIES

- 7.1 Each of the Parties hereby represents and warrants towards the respective other Parties that:
- a. it has full corporate power and authority, and has taken all corporate action necessary, to execute, deliver and perform its obligations under this Agreement;
 - b. this Agreement constitutes its legal, valid and binding obligations; and
 - c. the execution, delivery and performance of the obligations under this Agreement does not violate or contravene each of the Parties' articles of association or any law, rule or regulation applicable to it.

ARTICLE 8. NOTICES

- 8.1 Any notice pursuant to or in connection with this Agreement shall be given by registered mail to the addresses set forth in the heading of this Agreement, with copy by e-mail to the following e-mail addresses:

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Borrower: tomislav.debeljak@divgroup.eu
vlado.soic@divgroup.eu
vedrana.debeljak@divgroup.eu

Lender: wijnand@oceanwide-expeditions.com
erik@oceanwide-expeditions.com

- 8.2 Each of the Parties is entitled to, during the term of this Agreement, notify the other Party of another (e-mail) address to which any notice should be sent.
- 8.3 A notice served by the sending Party shall only have effect towards the receiving Party if the sending Party can produce the following documents:
- (i) a notice of receipt, if sent by registered mail; or
 - (ii) a digital receipt of successful delivery, if sent by e-mail.

ARTICLE 9. MISCELLANEOUS

- 9.1 All costs related to this Agreement shall be borne by the Borrower.
- 9.2 All payments to be made by the Borrower under this Agreement must be made without, and clear of any deduction for, set-off or counterclaim. The Borrower may not (partially) suspend (*opschorten*) compliance with its obligations under or in connection with this Agreement on whatever grounds. All payments to be made under this Agreement must be in euros (EUR).
- 9.3 Amendments to this Agreement are only possible and effective to the extent that all Parties have agreed thereto in writing.
- 9.4 The Borrower may not assign this Agreement or assign or Encumber one or more of its rights pursuant to it without the prior written consent of the Lender.
- 9.5 No Party can (partially) rescind (*ontbinden*) this Agreement on whatever grounds. Each Party shall bear the risk of any error (*dwalen*) made by it in relation to this Agreement.
- 9.6 A failure by a Party to exercise a right under this Agreement or a delay thereof shall not operate as a waiver of such right. No single or partial exercise of a right under this Agreement by a Party shall preclude any other or further exercise of such right or other rights.
- 9.7 This Agreement may be entered into any number of counterparts and by each of the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart, when executed, shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

ARTICLE 10. GOVERNING LAW AND JURISDICTION

- 10.1 This Agreement is governed exclusively by Dutch law.
- ②

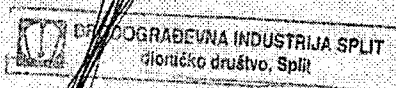
- 10.2 All disputes that may arise in connection with this Agreement or any agreements resulting from this Agreement will be submitted to the competent court of Rotterdam, the Netherlands.

(Signature page to follow)

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THUS AGREED and signed in Split, on 5 January 2021.

BRODOSPLIT JSC



By: Tomislav Debeljak

Function: President of the Management Board

Mr Debeljak

WIJGE HOLDING B.V.

A large, stylized signature of Mr. W.A.H. van Gessel.

By: Mr. W.A.H. van Gessel

Function: sole statutory director

ADDENDUM NO. 1 to SHORT TERM LOAN AGREEMENT

Dated 5 January 2021

(hereinafter: Addendum)

between

WIJGE HOLDING B.V.

as Lender

BRODOSPLIT JSC

as Borrower

MR DEBELJAK

as Guarantor

POLARIS EXPEDITIONS INC

as Polaris

and

DIV GROUP Ltd.

as DIV GROUP

21 April 2021

THE UNDERSIGNED:

- I. WIJGE HOLDING B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), duly incorporated and validly existing under the laws of the Netherlands, with registered office (*statutaire zetel*) in Vlissingen, the Netherlands, and its offices at Bellamyplein 21, 4381 CG Vlissingen, the Netherlands, registered at the trade register of the Dutch Chamber of Commerce (the "Trade Register") under file number 22026385, (the "Lender");
- II. BRODOSPLIT JSC, a Croatian company with limited liability, duly incorporated and existing under the laws of the Republic of Croatia, and having its seat at Put Supavla 21, 21000 Split, Croatia, with a Croatian subject identification number (OIB) 18556905592, (the "Borrower"); and
- III. MR DEBELJAK, born in Zagreb, Croatia, on 6th March 1975, currently residing at Vladimira Nazora 32, in Bregana, Samobor, Croatia, holder of a passport with number 173899609 ("Mr Debeljak");
- IV. POLARIS EXPEDITIONS INC., company duly incorporated and existing under the laws of Marshall Islands, and having seat at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands, with registration number 94597 ("Polaris");
- V. DIV GROUP Ltd., company duly incorporated and existing under the laws of the Republic of Croatia, and having registered seat at Bobovica 10A, Samobor, Croatia, with a Croatian subject identification number (OIB) 33890755814 ("DIV GROUP").

The Lender, the Borrower and Mr Debeljak are hereinafter collectively also referred to as: the "Parties", each individually being a "Party".

WHEREAS:

- A. The Parties have executed Short Term loan Agreement on January 5, 2021 with respect to a loan granted by the Lender to the Borrower in the amount of EUR 2.000.000 (hereinafter: Agreement);
- B. Lender is willing to grant additional amount of EUR 2.000.000 as loan to the Borrower and the Borrower is willing to accept such additional amount, on and subject to the terms and conditions set forth in Agreement as amended with this Addendum;
- C. The Parties are willing to amend Maturity Date
- D. The Borrower is willing to provide the Lender additional security, mortgage on Newbuilding 485 presently registered in Ship registry at Harbour Masters Office in Split as the vessel in construction with designation BRODOSPLIT 485;
- E. All initially capitalized terms not otherwise defined herein shall have the meaning set forth in

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the Agreement unless the context clearly indicates otherwise.

ADDENDUM

ARTICLE 1.

The Parties herewith mutually agree that paragraph 1.1, 1.2 and 1.3 of the Agreement are hereby amended to read as follows:

- 1.1 *Subject to the terms and conditions of this Agreement, the Lender grants a loan in the amount of EUR 4,000,000 (four million Euros) to the Borrower (the 'Loan').*
- 1.2 *The Lender has provided to the Borrower the amount of EUR 2,000,000 on 6 January 2021 (Issue Date 1) as first instalment of the Loan and second instalment of the Loan in the amount of EUR 2,000,000 the Lender shall provide to the Borrower within two (2) business days after the execution of Addendum No. 1 to the Agreement (the "Issue Date 2").*
- 1.3 *The Borrower shall apply the Loan exclusively for engines, auxiliary engines and other equipment and for materials for the vessel presently under construction in Lender's shipyard in Split and designated as Newbuilding 485.*

ARTICLE 2.

The Parties herewith mutually agree that paragraph 2.1 of the Agreement is hereby amended to read as follows:

- 2.1 *The rate of interest on the Loan is equal to 12 (twelve) per cent per annum as per the Issue Date 1 for first instalment of the Loan and Issue Date 2 for second instalment of the Loan up to the date that the Loan has been fully repaid (the 'Interest').*

ARTICLE 3.

The Parties herewith mutually agree that paragraph 3.1 of the Agreement is hereby amended to read as follows:

- 3.1 *The outstanding amount of the Loan, including accrued interest and costs, will be (re)paid in full ultimately on 30 May 2021 (the 'Maturity Date').*

ARTICLE 4.

The Parties herewith mutually agree that Article 5. Security of the Agreement is hereby amended with and reads as follows:

- 5.1 *Mr Debaljak, Polaris and DIW GROUP hereby:*

9

- a. *As a separate and independent obligation, unconditionally and irrevocably guarantee to the Lender, and shall be jointly and severally liable, as co-principal debtor (hoofdelijkaansprakelijk) to the Lender for the due and timely performance and observance by the Borrower's obligations, commitments, undertakings and warranties under or pursuant to this Agreement (the 'Guaranteed Obligations'); and*
- b. *Shall indemnify, defend and hold harmless the Lender against all losses which the Lender may suffer through or arising from any breach by the Borrower of the Guaranteed Obligations.*
- 5.2 *Mr Debeljak, Polaris and DJV GROUP shall co-sign this Agreement for acknowledgement and acceptance of its obligations under this Article 5.*
- 5.3 *As security for repayment of the Loan the Borrower and Lender shall execute a third ranking mortgage over the Newbuilding 485 registered as the vessel under construction in Harbour Masters Office in Split, NIB 268448 and the Borrower shall undertake all actions necessary to register the third ranking mortgage over the Vessel with Lenders assistance where required (Request for EU VAT identification number in Croatia) within 30 days.*

ARTICLE 5.

Except as expressly modified in this Addendum, the Agreement shall remain unmodified and in full force and effect. To the extent any of the provisions of this Addendum are inconsistent with any of the provisions set forth in the Agreement, the provisions of this Addendum shall govern and prevail.

ARTICLE 6.

Governing law and jurisdiction as in Article 10 of the Agreement shall be applicable to this Addendum.

ARTICLE 7.

This Addendum may be entered into any number of counterparts and by each of the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart, when executed, shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

(Signature page to follow)

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THUS AGREED and signed in Slovenia on 21 April 2021.

BRODOSPLIT JSC



By: Tomislav Corak

Function: Member of the Management Board

WIJGE HOLDING B.V.



By: Mr. W.A.H. van Gessel

Function: sole statutory director

Mr Debeljak



POLARIS EXPEDITIONS INC.



By: Tomislav Debeljak

Function: Director

DIV GROUP Ltd.



By: Vedrana Debeljak

Function:



ADDENDUM NO. 2 to SHORT TERM LOAN AGREEMENT

Dated 5 January 2021

(hereinafter: Addendum)

between

WIJGE HOLDING B.V.,

as Lender

BRODOSPLIT JSC

as Borrower

MR DEBELJAK

as Guarantor

POLARIS EXPEDITIONS INC

as Polaris

and

DIV GROUP Ltd.

as DIV GROUP

28 May 2021

①

THE UNDERSIGNED:

- I. WIJGE HOLDING B.V.** a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), duly incorporated and validly existing under the laws of the Netherlands, with registered office (*statutaire zetel*) in Vlissingen, the Netherlands, and its offices at Bellamypark 21, 4381 CG Vlissingen, the Netherlands, registered at the trade register of the Dutch Chamber of Commerce (the "Trade Register") under file number 22026385, (the 'Lender');
- II. BRODOSPLIT JSC**, a Croatian company with limited liability, duly incorporated and existing under the laws of the Republic of Croatia, and having its seat at Put Supavla 21, 21000 Split, Croatia, with a Croatian subject identification number (OIB) 18556905592, (the 'Borrower'); and
- III. MR DEBELJAK**, born in Zagreb, Croatia, on 6th March 1975, currently residing at Vladimira Nazora 32, in Bregana, Samobor, Croatia, holder of a passport with number 173899609 ('Mr Debeljak');
- IV. POLARIS EXPEDITIONS INC**, company duly incorporated and existing under the laws of Marshall Islands, and having seat at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands, with registration number 94597 ("Polaris");
- V. DIV GROUP Ltd.**, company duly incorporated and existing under the laws of the Republic of Croatia, and having registered seat at Bobovica 10A, Samobor, Croatia, with a Croatian subject identification number (OIB) 33890755814 ("DIV GROUP").

The Lender, the Borrower, Mr Debeljak, Polaris and DIV GROUP are hereinafter collectively also referred to as: the 'Parties', each individually being a 'Party'.

WHEREAS:

- A. The Parties have executed Short Term loan Agreement on January 5, 2021 and Addendum No. 1 on April 21, 2021 with respect to a loan granted by the Lender to the Borrower in the amount of EUR 4.000.000 (hereinafter: Agreement);
- B. The Parties are willing to amend Maturity Date
- C. All initially capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement unless the context clearly indicates otherwise.

ADDENDUM

ARTICLE 1.

C

The Parties herewith mutually agree that paragraph 3.1 of the Agreement is hereby amended to read as follows:

3.1 *The outstanding amount of the Loan, including accrued Interest and costs, will be (re)paid in full ultimately on 15 September 2021 (the 'Maturity Date').*

ARTICLE 2.

Except as expressly modified in this Addendum, the Agreement shall remain unmodified and in full force and effect. To the extent any of the provisions of this Addendum are inconsistent with any of the provisions set forth in the Agreement, the provisions of this Addendum shall govern and prevail.

ARTICLE 3.

Governing law and jurisdiction as in Article 10 of the Agreement shall be applicable to this Addendum.

ARTICLE 4.

This Addendum may be entered into any number of counterparts and by each of the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart, when executed, shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

(Signature page to follow)



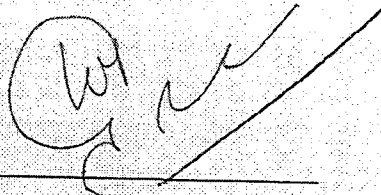
THUS AGREED and signed in Missingen, on 28 May 2021.

BRODOSPLIT JSC

By: Tomislav Debeljak
Function: President of the Board

Mr Debeljak

WIJGE HOLDING B.V.



By: Mr. W.A.H. van Gessel
Function: sole statutory director

POLARIS EXPEDITIONS INC.

By: Tomislav Debeljak
Function: Director

DIV GROUP Ltd.

By: Vedrana Debeljak
Function:

ADDENDUM NO. 3 to SHORT TERM LOAN AGREEMENT

Dated 5 January 2021

(hereinafter: Addendum)

between

WIJGE HOLDING B.V.,

as Lender

BRODOSPLIT JSC

as Borrower

MR DEBELJAK

as Guarantor

POLARIS EXPEDITIONS INC

as Polaris

and

DIV GROUP Ltd.

as DIV GROUP

14 Oct 2021

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THE UNDERSIGNED:

- I. **WIJGE HOLDING B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), duly incorporated and validly existing under the laws of the Netherlands, with registered office (*statutaire zetel*) in Vlissingen, the Netherlands, and its offices at Bellamypark 21, 4381 CG Vlissingen, the Netherlands, registered at the trade register of the Dutch Chamber of Commerce (the "Trade Register") under file number 22026385, (the 'Lender');
- II. **BRODOSPLIT JSC**, a Croatian company with limited liability, duly incorporated and existing under the laws of the Republic of Croatia, and having its seat at Put Supavla 21, 21000 Split, Croatia, with a Croatian subject identification number (OIB) 18556905592, (the 'Borrower'); and
- III. **MR DEBELJAK**, born in Zagreb, Croatia, on 6th March 1975, currently residing at Vladimira Nazora 32, in Bregana, Samobor, Croatia, holder of a passport with number 173899609 ('Mr Debeljak');
- IV. **POLARIS EXPEDITIONS INC**, company duly incorporated and existing under the laws of Marshall Islands, and having seat at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands, with registration number 94597 ("Polaris");
- V. **DIV GROUP Ltd.**, company duly incorporated and existing under the laws of the Republic of Croatia, and having registered seat at Bobovica 10A, Samobor, Croatia, with a Croatian subject identification number (OIB) 33890755814 ("DIV GROUP").

The Lender, the Borrower, Mr Debeljak, Polaris and DIV GROUP are hereinafter collectively also referred to as: the 'Parties', each individually being a 'Party'.

WHEREAS:

- A. The Parties have executed Short Term loan Agreement on January 5, 2021, Addendum No. 1 on April 21, 2021 and Addendum No. 2 on May 28, 2021 with respect to a loan granted by the Lender to the Borrower in the amount of EUR 4,000,000 (hereinafter: Agreement);
- B. The Parties are willing to amend the Borrower Party.
- C. All initially capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement unless the context clearly indicates otherwise.

ADDENDUM

ARTICLE 1.

The Parties herewith mutually agree that DIV GROUP shall voluntarily and with consent granted by the other Parties assume all the rights and obligations of the borrower under the Agreement thus replacing BRODOSPLIT JSC as the Borrower.

The Parties herewith mutually agree to disclaim all the rights and obligations of BRODOSPLIT JSC as the borrower under the Agreement and BRODOSPLIT JSC shall thus no longer be a party of the Agreement.

ARTICLE 2.

Except as expressly modified in this Addendum, the Agreement shall remain unmodified and in full force and effect. To the extent any of the provisions of this Addendum are inconsistent with any of the provisions set forth in the Agreement, the provisions of this Addendum shall govern and prevail.

ARTICLE 3.

Governing law and jurisdiction as in Article 10 of the Agreement shall be applicable to this Addendum.

ARTICLE 4.

This Addendum may be entered into any number of counterparts and by each of the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart, when executed, shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

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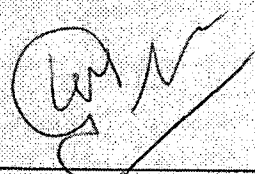
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THUS AGREED and signed in _____, on 14 October 2021.

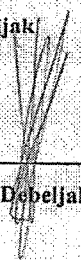
BRODOSPLIT JSC


By: Tomislav Debeljak
Function: President of the Board

WIJGE HOLDING B.V.


By: Mr. W.A.H. van Gessel
Function: sole statutory director

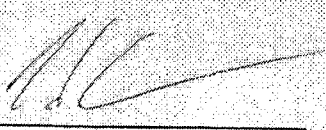
Mr Debeljak


Tomislav Debeljak, Guarantor

POLARIS EXPEDITIONS INC.


By: Tomislav Debeljak
Function: Director

DIV GROUP Ltd.


By: Vedrana Debeljak
Function:

ADDENDUM NO. 4 to SHORT TERM LOAN AGREEMENT

Dated 5 January 2021

(hereinafter: Addendum)

between

WIJGE HOLDING B.V.,

as Lender

DIV GROUP Ltd.

as Borrower

MR DEBELJAK

as Guarantor

POLARIS EXPEDITIONS INC

as Polaris

15 Nov 2021

②

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THE UNDERSIGNED:

- I. WIJGE HOLDING B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), duly incorporated and validly existing under the laws of the Netherlands, with registered office (*statutaire zetel*) in Vlissingen, the Netherlands, and its offices at Bellamypark 21, 4381 CG Vlissingen, the Netherlands, registered at the trade register of the Dutch Chamber of Commerce (the "**Trade Register**") under file number 22026385, (the '**Lender**');
- II. DIV GROUP Ltd.**, company duly incorporated and existing under the laws of the Republic of Croatia, and having registered seat at Bobovica 10A, Samobor, Croatia, with a Croatian subject identification number (OIB) 33890755814 (the '**Borrower**'); and
- III. MR DEBELJAK**, born in Zagreb, Croatia, on 6th March 1975, currently residing at Vladimira Nazora 32, in Bregana, Samobor, Croatia, holder of a passport with number 173899609 ('**Mr Debeljak**');
- IV. POLARIS EXPEDITIONS INC.**, company duly incorporated and existing under the laws of Marshall Islands, and having seat at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands, with registration number 94597 ('**Polaris**').

The Lender, the Borrower, Mr Debeljak and Polaris are hereinafter collectively also referred to as: the '**Parties**', each individually being a '**Party**'.

WHEREAS:

- A.** The Parties have executed Short Term loan Agreement on January 5, 2021, Addendum No. 1 on April 21, 2021, Addendum No. 2 on May 28, 2021 and Addendum No. 3 on October 13th, 2021 with respect to a loan granted by the Lender to the Borrower in the amount of EUR 4.000.000 (hereinafter: Agreement);
- B.** The Parties are willing to amend the loan amount and maturity date.
- C.** All initially capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement unless the context clearly indicates otherwise.

ADDENDUM

ARTICLE 1.

The Parties herewith mutually agree that Article 1. of the Agreement is hereby amended to read as follows:

(W) b

- 1.1 *Subject to the terms and conditions of this Agreement, the Lender grants a loan in the amount of EUR 5.500.000 (five million and five hundred thousand Euros) to the Borrower (the 'Loan').*
- 1.2 *The Lender has provided to the Borrower the amount of EUR 4.000.000 on Issue Date 1 and Issue Date 2 and third instalment of the Loan in the amount of EUR 1.500.000 the Lender shall provide to the Borrower within two (2) business days after the execution of Addendum No.4 (the Issue Date 3).*

ARTICLE 2.

The Parties herewith mutually agree that paragraph 2.1 of the Agreement is hereby amended to read as follows:

- 2.1 The rate of interest on the Loan is equal to 12 (twelve) per cent per annum as per the Issue Date 1 for first instalment of the Loan, Issue Date 2 for the second instalment of the Loan and Issue Date 3 for the third instalment of the Loan up to the date that the Loan has been fully repaid (the **Interest**).

ARTICLE 3.

The Parties herewith mutually agree that paragraph 3.1 of the Agreement is hereby amended to read as follows:

- 3.1 *The outstanding amount of the Loan, including accrued Interest and costs, will be (re)paid in full ultimately on 16 December 2021 (the 'Maturity Date').*

ARTICLE 4.

The Parties agree to amend in due course the Shipbuilding contract made between BRODOSPLIT JSC as builder and Polaris Expeditions Inc as buyer dated 28 December, 2017 (as amended from time to time) (the SBC) and the Bareboat Charter contract made between Polaris Expeditions Inc as Owners and Janssonius Scheepsreizen B.V. as Charterers dated 19 December 2018 (as amended from time to time) (the BBC) in a way that:

- a) New delivery date of NB 485 in SBC and in BBC shall be June 15, 2022 and from that moment shall the bareboat charter hire start.
- b) The compensation of € 500.000 from Article 2. of the Addendum No. 3 from BBC due at delivery is not valid anymore.

ARTICLE 5.

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Except as expressly modified in this Addendum, the Agreement shall remain unmodified and in full force and effect. To the extent any of the provisions of this Addendum are inconsistent with any of the provisions set forth in the Agreement, the provisions of this Addendum shall govern and prevail.

ARTICLE 6.

Governing law and jurisdiction as in Article 10 of the Agreement shall be applicable to this Addendum.

ARTICLE 7.

This Addendum may be entered into any number of counterparts and by each of the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart, when executed, shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

(Signature page to follow)

Q 1

THUS AGREED and signed in Utrecht, on 15 Nov 2021.

DIV GROUP Ltd.

By: Tomislav Debeljak
Function: President of the Board

Tomislav Debeljak, Guarantor

POLARIS EXPEDITIONS INC.

By: Tomislav Debeljak
Function: Director

WIJGE HOLDING B.V.

By: Mr. W.A.H. van Gessel
Function: sole statutory director

ADDENDUM NO. 5 to SHORT TERM LOAN AGREEMENT

Dated 5 January 2021

(hereinafter: Addendum)

between

WIJGE HOLDING B.V.

as Lender

DIV GROUP Ltd.

as Borrower

MR DEBELJAK

as Guarantor

POLARIS EXPEDITIONS INC

as Polaris

16 Feb 2022

THE UNDERSIGNED:

- I. **WIJGE HOLDING B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), duly incorporated and validly existing under the laws of the Netherlands, with registered office (*statuair zetel*) in Vlissingen, the Netherlands, and its offices at Bellamypark 21, 4381 CG Vlissingen, the Netherlands, registered at the trade register of the Dutch Chamber of Commerce (the "**Trade Register**") under file number 22026385, (the "**Lender**");
- II. **DIV GROUP Ltd.**, company duly incorporated and existing under the laws of the Republic of Croatia, and having registered seat at Bobovica 10A, Samobor, Croatia, with a Croatian subject identification number (OIB) 33890755814 (the "**Borrower**"); and
- III. **MR DEBELJAK**, born in Zagreb, Croatia, on 6th March 1975, currently residing at Vladimira Nazora 32, in Bregana, Samobor, Croatia, holder of a passport with number 173899609 ("Mr Debeljak");
- IV. **POLARIS EXPEDITIONS INC.**, company duly incorporated and existing under the laws of Marshall Islands, and having seat at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands, with registration number 94597 ("Polaris").

The Lender, the Borrower, Mr Debeljak and Polaris are hereinafter collectively also referred to as: the "**Parties**", each individually being a "**Party**".

WHEREAS:

- A. The Parties have executed Short Term loan Agreement on January 5, 2021, Addendum No. 1 on April 21, 2021, Addendum No. 2 on May 28, 2021, Addendum No. 3 on October 13th, 2021 and Addendum 4 on November 15, 2021 with respect to a loan granted by the Lender to the Borrower in the amount of EUR 5.500.000 (hereinafter: Agreement);
- B. The Parties are willing to amend the loan maturity date;
- C. All initially capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement unless the context clearly indicates otherwise.

ADDENDUM

ARTICLE 1.

The Parties herewith mutually agree that paragraph 3.1 of the Agreement is hereby amended to read as follows:

3.1 *The outstanding amount of the Loan, including accrued Interest and costs, will be (re)paid in full ultimately on June 15, 2022 (the "Maturity Date").*

ARTICLE 2.

Except as expressly modified in this Addendum, the Agreement shall remain unmodified and in full force and effect. To the extent any of the provisions of this Addendum are inconsistent with any of the provisions set forth in the Agreement, the provisions of this Addendum shall govern and prevail.

ARTICLE 3.

Governing law and jurisdiction as in Article 10 of the Agreement shall be applicable to this Addendum.

ARTICLE 4.

This Addendum may be entered into any number of counterparts and by each of the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart, when executed, shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

(Signature page to follow)

THUS AGREED and signed in Split, on Feb 16th 2021.

DIV GROUP Ltd.



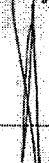
By: Tomislav Debeljak
Function: President of the Board

WIJGE HOLDING B.V.



By: Mr. W.A.H. van Gessel
Function: sole statutory director

Tomislav Debeljak, Guarantor



POLARIS EXPEDITIONS INC.



By: Tomislav Debeljak
Function: Director

Ovaj prijevod sastoji se
od 7 stranica / 14 listova
Broj ovjere: 72/2022
Datum: 20. 05. 2022.

OVJERENI PRIJEVOD S ENGLESKOG JEZIKA

H. Breakefield

Stranica 1 od 7
Broj ovjere: 72/2022
Datum: 20. 05. 2022.

UGOVOR O KRATKOROČNOM ZAJMU

Između
WIJGE HOLDING B.V.,
kao Zajmodavac

BRODOSPLIT JSC
Kao Zajmoprimac

G. DEBELJAK
Kao jamac

5. siječnja 2021. godine

NIŽE POTPISANI:

- I. **WIJGE HOLDING**, društvo s ograničenom odgovornošću (*/besloten vennootschap met beperkte aansprakelijkheid/*), koje je osnovano i djeluje u skladu s pravom Nizozemske, sa sjedištem u (*/statutaire zetel/*) Vlissingen, Nizozemska, i poslovnom adresom Bellamypark 21, 4381 CG Vlissingen, Nizozemska, upisano u trgovački registar nizozemske gospodarske komore („Trgovački registar“) pod brojem 22026385 („**Zajmodavac**“);
- II. **BRODOSPLIT JSC**, hrvatsko društvo s ograničenom odgovornošću, koje je osnovano i djeluje u skladu s pravom Hrvatske, sa sjedištem u Put Supavla 21, 21000 Split, Hrvatska, s hrvatskim osobnim identifikacijskim broje, (OIB): 18556905592 („**Zajmoprimac**“); i
- III. **G: DEBELJAK**, rođen u Zagrebu, Hrvatska, 6. ožujka 1975., s prebivalištem u Vladimira Nazora 32, Bregana, Samobor, Hrvatska, broj putovnice: 173899609 („**g. Debeljak**“).

Zajmodavac, Zajmoprimac i g. Debeljak dalje u tekstu zajedno „**Ugovorne strane**“, a svaki zasebno „**Ugovorna strana**“.

BUDUĆI DA:

- A. su Ugovorne strane ušle u raspravu glede zajma kojeg će Zajmodavac odobriti Zajmoprimcu u iznosu od EUR 2.000.000;
- B. je Zajmodavac voljan Zajmoprimcu dati zajam u gore navedenom iznosu, a Zajmoprimac je voljan prihvatiti takav zajam, pod uvjetima i odredbama navedenim u ovom ugovoru o zajmu („**Ugovor**“).

ČLANAK 1. ZAJAM

- 1.1. Zajmodavac daje Zajmoprimcu zajam u iznosu od EUR 2.000.000 (dva milijuna eura) u skladu s odredbama i uvjetima ovog Ugovora („**Ugovor**“).
- 1.2. Zajmodavac će Zajmoprimcu dati zajam u roku od tri (3) radna dana od sklapanja ovog ugovora („**Datum izdavanja**“).
- 1.3. Zajmoprimac će koristiti zajam isključivo za motore, pomoćne motore i drugu opremu za plovilo koje je trenutačno u izgradnji u brodogradilištu Zajmodavca u Splitu, označeno kao novogradnja 485.

ČLANAK 2 KAMATE

- 2.1. Kamata na zajam iznosi 12 (dvanaest) posto godišnje od Datuma izdavanja do dana potpunog povrata zajma („**Kamata**“).

- 2.2. Kamata se obračunava mjesečno i dodaje na iznos glavnice.
- 2.3. Sve kamate nastale temeljem ovog Ugovora računaju se na bazi mjeseca u trajanju od 30 (trideset) dana.

ČLANAK 3. OTPLATA

- 3.1. Nepodmireni iznos Zajma, uključujući obračunate kamate i troškove, biti će plaćen u cijelosti najkasnije 1. ožujka 2021. godine („Datum dospijeća“).
- 3.2. Dpuštena je prijevremena otplata zajma bez ikakvih penala.

ČLANAK 4. DOGAĐAJ NEISPUNJENJA

- 4.1. Ako i kada se dogodi bilo koji od niže navedenih događaja u odnosu na Zajmoprimca, nepodmireni iznos zajma, uključujući sve kamate i troškove koje Zajmoprimac duguje Zajmodavcu temeljem ovog Ugovora, biti će dospjeli i plativi odmah, bez da je potrebna ikakva obavijest o neispunjenju, upozorenje, sudska intervencija ili prethodna opomena:
- a. neispunjenje bilo koje obveze koju Zajmoprimac ima prema Zajmodavcu temeljem ovog Ugovora, uključujući kašnjenje s plaćanjem dospjelih iznosa;
 - b. ako Zajmodavac ima osnovanog razloga vjerovati da će doći do neispunjenja iz članka 4.1.a. ovog Ugovora, po vlastitoj diskrecijskoj ocjeni Zajmodavca;
 - c. zahtjev ili prijava za obustavu plaćanja (*/surséance van betaling/*) ili drugu sudsku odgodu plaćanja dugova, ili bilo koji slični institut stranog prava, ili je takva situacija prijeteća;
 - d. pokretanje stečaja ili likvidacije (*/faillissement/*), proglašenje stečaja ili provođenje likvidacije, ili bilo koji slični institut stranog prava, ili je takva situacija prijeteća;
 - e. prijedlog izvansudske nagodbe;
 - f. predstečajni postupak;
 - g. (dobrovoljni) prestanak (*/ontbinding/*) Zajmoprimca ili zaključenje likvidacije;
 - h. neispunjenje u pogledu bilo kojeg financijskog zaduženja Zajmoprimca (osim zaduženja temeljem ovog Ugovora), a takvo neispunjenje traje duže nego bilo koje prvotno primjenjivo razdoblje počeka;
 - i. bilo koje financijsko zaduženje Zajmoprimca koje se proglasi dospjelim ili na neki drugi način postane dospjelo i plativo prije određenog datuma dospijeća kao posljedica događaja neispunjenja (kako god definiranog);
 - j. nalog za blokadu (*/conservatoirbeslag/*) ili prisilnu prodaju (*/executorial beslag/*) na bilo kojem dijelu imovine Zajmoprimca koji nije povučen ili poništen unutar trideset (30) radnih dana od datuma prisilna prodaja izvršena;
 - k. kršenje jamstava iz članka 7. od strane Zajmoprimca; i
 - l. u slučaju događaja neispunjenja prema bilo kojem drugom sporazumu između Zajmodavca (ili povezanih osoba) i Zajmoprimca, koje neispunjenje nije ispravljeno na zadovoljstvo Zajmodavca u roku od pet (5) kalendarskih dana od obavijesti Zajmoprimcu o takvom neispunjenju.
- 4.2. Glede događaja iz klauzula 4.14.1a. i 4.1b, Zajmoprimac se obvezuje u svakom trenutku biti vezan odlukom Zajmodavca po tom pitanju.

- 4.3. Zajmoprimac će odmah u pisanom obliku obavijestiti Zajmodavca ako i kada dođe do bilo koje od gore navedenih činjenica i/ili okolnosti.
- 4.4. Odredbe ovog članka ostat će na snazi bez obzira na ovlasti Zajmodavca prema bilo kojem primjenjivom zakonu da poduzme bilo koju mjeru u bilo kojem trenutku kako bi zadržao svoja prava ili regresirao svoja potraživanja od Zajmoprimca u skladu s ovim Ugovorom.

ČLANAK 5. OSIGURANJE

- 5.1 G. Debeljak ovime:
- a. kao zasebnu i samostalnu obvezu bezuvjetno i neopozivo jamči Zajmodavcu, te je kao glavni sudužnik (*/hoofdelijk aansprakelijk/*) solidarno odgovoran Zajmodavcu za dospeljelo i pravodobno izvršavanje i poštivanje preuzetih obveza i jamstva Zajmoprimca prema ili u skladu s ovim Ugovorom („Zajamčene obveze“); te
 - b. će naknaditi Zajmodavcu te će ga štiti i neće držati odgovornim za sve gubitke koje bi Zajmodavac mogao pretrpjeti ili koji proizlaze iz bilo kakvog kršenja Zajamčenih obveza od strane Zajmoprimca.
- 5.2 G. Debeljak će supotpisati ovaj Ugovor radi potvrde i prihvatanja svojih obveza prema ovom članku 5.

ČLANAK 6. UGOVORI O FINACIJSKIM INFORMACIJAMA

- 6.1. Zajmoprimac se ovime obvezuje Zajmodavcu da će, na zahtjev Zajmodavca, dostaviti sve informacije i podatke - uključujući financijska izvješća i dokumentaciju u vezi s financijskim položajem Zajmoprimca.
- 6.2. Zajmodavac ima pravo u svakom trenutku provesti istragu o financijama i administraciji Zajmoprimca, sa ili bez pomoći jednog ili više savjetnika, pri čemu troškove takve istrage snosi Zajmodavac.

ČLANAK 7. JAMSTVA

- 7.1. Svaka od Ugovornih strana ovim izjavljuje i jamči prema drugim Ugovornim stranama da:
- a. ima sve moći i ovlasti te da je poduzeo sve potrebne radnje za isporuku i izvršavanje svojih obveza prema ovom Ugovoru;
 - b. ovaj Ugovor predstavlja njihove pravne, valjane i obvezujuće obveze; i
 - c. isporuka i izvršavanje obveza iz ovog Ugovora ne krši ili nije u suprotnosti sa društvenim ugovorom svake od Ugovornih strana ili bilo kojim zakonom, pravilnikom ili propisom koji se na njih primjenjuje.

ČLANAK 8. OBAVIJESTI

- 8.1. Svaka obavijest u skladu s ovim Ugovorom ili u vezi s njim bit će poslana preporučenom poštom na adrese navedene u naslovu ovog Ugovora, s kopijom e-poštom na sljedeće adrese e-pošte:

Zajmoprimac: tomislav.debeljak@divgroup.eu
vlado.soic@divgroup.eu
vedrana.debeljak@divgroup.eu

Zajmodavac: wijnand@oceanwide-expeditions.com
erik@oceanwide-expeditions.com

- 8.2. Svaka od Ugovornih strana ima pravo, tijekom trajanja ovog Ugovora, obavijestiti drugu Ugovornu stranu o drugoj (e-mail) adresi na koju treba poslati bilo kakvu obavijest.
- 8.3. Obavijest koju Ugovorna strana pošiljatelj ima učinak prema Ugovornoj strani primatelju samo ako Ugovorna strana pošiljatelj posjeduje sljedeće dokumente:
- (i) obavijest o primitku, ako je obavijest poslana preporučenom poštom; ili
 - (ii) digitalna potvrda o uspješnoj isporuci, ako je obavijest poslana e-mailom.

ČLANAK 9. RAZNO

- 9.1. Sve troškove vezane uz ovaj Ugovor snosi Zajmoprimac.
- 9.2. Sva plaćanja koja Zajmoprimac mora izvršiti prema ovom Ugovoru moraju biti izvršena bez ikakvih odbitaka, prijeboja ili protutražbina. Zajmoprimac ne smije (djelomično) suspendirati (*/opschorten/*) poštivanje svojih obveza prema ili u vezi s ovim Ugovorom ni po kojoj osnovi. Sva plaćanja prema ovom Ugovoru moraju biti u eurima (EUR).
- 9.3. Izmjene i dopune ovog Ugovora su moguće i učinkovite samo u mjeri u kojoj su se sve Ugovorne strane s istima suglasile u pisanom obliku.
- 9.4. Zajmoprimac ne može ustupiti ovaj Ugovor ili ustupiti ili opteretiti jedno ili više svojih prava na temelju njega bez prethodnog pisanog pristanka Zajmodavca.
- 9.5. Nijedna Ugovorna strana ne može (djelomično) raskinuti (*/onthinden/*) ovaj Ugovor po bilo kojoj osnovi. Svaka Ugovorna strana snosi rizik od bilo kakve pogreške (*/dwaling/*) koju učini u vezi s ovim Ugovorom.
- 9.6. Neuspjeh Ugovorne strane da iskoristi pravo iz ovog Ugovora ili njezino kašnjenje ne predstavlja odricanje od takvog prava. Nikakvo pojedinačno ili djelomično korištenje prava iz ovog Ugovora od strane Ugovorne strane neće spriječiti bilo koje drugo ili daljnje korištenje takvog prava ili drugih prava.
- 9.7. Ovaj Ugovor može se sklopiti u bilo kojem broju primjeraka i od strane svake Ugovorne strane na zasebnim primjercima, ali neće biti na snazi dok svaka Ugovorna strana ne sklopi barem jedan primjerak. Svaki primjerak, kada se sklopi, predstavlja original, ali svi primjerci zajedno tvore jedno te isto sredstvo.

ČLANAK 10. MJERODAVNO PRAVO I NADLEŽNOST

- 10.1. Na ovaj Ugovor primjenjuje se isključivo nizozemsko pravo.

Stranica 6 od 7
Broj ovjere: 72/2022
Datum: 20. 05. 2022.

- 10.2. Za sve sporove koji mogu proizaći iz ovog Ugovora nadležan je stvarno nadležan sud u Rotterdamu, Nizozemska.

(Slijedi potpisna stranica)

/nap. sud. tum.: nastavak na sljedećoj stranici, ostatak stranice prazan/

OVAKO UGOVORENO i potpisano u Splitu, 5. siječnja 2021. godine

BRODOSPLIT JSC

/potpis i pečat nečitljivi/

Od: Tomislav Debeljak
Funkcija: Predsjednik uprave

G. Debeljak

/potpis nečitljiv/

WIJGE HOLDING B.V.

/potpis nečitljiv/

Od: g. W. A. H. van Gessel
Funkcija: jedini direktor

Kraj prijevoda s engleskog jezika

Ja, Hana Ivana Breitenfeld, mag. iur. iz Zagreba, stalni sudski tumač za engleski i njemački jezik, imenovana rješenjem predsjednika Županijskog suda u Zagrebu, broj 4 Su-1201/2020 od 10. svibnja 2021. godine, potvrđujem da gornji prijevod u potpunosti odgovara svojem izvorniku, sastavljenom na engleskom jeziku.

Zagreb, 20. svibnja 2022. godine
Broj ovjere: 72/2022

SHORT TERM LOAN AGREEMENT

between

WIJGE HOLDING B.V.

as Lender

and

BRODOSPLIT JSC

as Borrower

and

MR DEBELJAK

As Guarantor

5 January 2021

②

THE UNDERSIGNED:

- I. WIJGE HOLDING B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), duly incorporated and validly existing under the laws of the Netherlands, with registered office (*statutaire zetel*) in Vlissingen, the Netherlands, and its offices at Bellamyplein 21, 4381 CG Vlissingen, the Netherlands, registered at the trade register of the Dutch Chamber of Commerce (the "Trade Register") under file number 22026385, (the 'Lender');
- II. BRODOSPLIT JSC, a Croatian company with limited liability, duly incorporated and existing under the laws of the Republic of Croatia, and having its seat at Put Supavla 21, 21000 Split, Croatia, with a Croatian subject identification number (OIB) 18556905592, (the 'Borrower'); and
- III. MR DEBELJAK, born in Zagreb, Croatia, on 6th March 1975, currently residing at Vladimira Nazora 32, in Bregana, Samobor, Croatia, holder of a passport with number 173899609 ('Mr Debeljak');

The Lender, the Borrower and Mr Debeljak are hereinafter collectively also referred to as: the 'Parties', each individually being a 'Party'.

WHEREAS:

- A. The Parties have entered into discussion with respect to a loan to be granted by the Borrower to the Lender in the amount of EUR 2.000.000;
- B. Lender is willing to grant a loan in the amount mentioned above to the Borrower and the Borrower is willing to accept such loan, on and subject to the terms and conditions set forth in this loan agreement (the "Agreement").

ARTICLE 1. THE LOAN

- 1.1 Subject to the terms and conditions of this Agreement, the Lender grants a loan in the amount of EUR 2.000.000 (two million Euros) to the Borrower (the 'Loan').
- 1.2 The Lender shall provide the Loan to the Borrower within three (3) business days after the execution of this Agreement (the "Issue Date").
- 1.3 The Borrower shall apply the Loan exclusively for engines, auxiliary engines and other equipment for the vessel presently under construction in Lender's shipyard in Split and designated as Newbuilding 485.

ARTICLE 2. INTEREST

- 2.1 The rate of interest on the Loan is equal to 12 (twelve) per cent per annum as per the Issue Date up to the date that the Loan has been fully repaid (the 'Interest').

②

- 2.2 Interest shall accrue on a monthly basis and be added to the principal amount of the Loan.
- 2.3 Any Interest accruing under this Agreement will be calculated on the basis of a month of 30 (thirty) days.

ARTICLE 3. REPAYMENT

- 3.1 The outstanding amount of the Loan, including accrued Interest and costs, will be (re)paid in full ultimately on 1 March 2021 (the 'Maturity Date').
- 3.2 Early repayment of the Loan is allowed without any penalty becoming due.

ARTICLE 4. EVENTS OF DEFAULT

- 4.1 If and when any of the events mentioned below occurs with respect to the Borrower, the outstanding amount of the Loan including any Interest and costs due by the Borrower to the Lender pursuant to this Agreement shall be forthwith due and payable without any notice of default, warning, judicial intervention or prior notice being required:
- a. a default in the performance of any of the obligations the Borrower has towards the Lender pursuant to this Agreement, including late payment of any amounts due;
 - b. if the Lender has reasonable ground to believe that a default as referred to in clause 4.1a will occur, such to the sole discretion of the Lender;
 - c. petition and/or application for suspension of payments (*surséance van betaling*) or other judicial postponement of payment of debts or any similar concept under a foreign jurisdiction, or such a situation is threatening;
 - d. petition of bankruptcy or winding-up petition (*faillissement*), declaration of bankruptcy or actual winding-up, or any similar concept under a foreign jurisdiction, or such a situation is threatening;
 - e. proposition of an extra-judicial arrangement;
 - f. composition with its creditors;
 - g. (voluntary) dissolution (*ontbinding*) of the Borrower or its actual winding-up;
 - h. a default with respect to any financial indebtedness of the Borrower (other than indebtedness incurred under this Agreement) and such default shall have continued for more than any originally applicable grace period;
 - i. any financial indebtedness of the Borrower is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described);
 - j. prejudgment attachment (*conservatoirbeslag*) or executorial attachment (*executorial beslag*) on any part of the assets of the Borrower which is not lifted or nullified within thirty (30) business days after the date on which the attachment is levied;
 - k. a breach of the warranties included in clause 7 by the Borrower; and
 - l. in the event of a default under any other agreement between Lender (or affiliates of Lender) and Borrower, which default is not remedied to the satisfaction of Lender within five (5) calendar days after the Borrower has been notified of such default.
- 4.2 As regards the event mentioned in clause 4.14.1a and clause 4.1b, the Borrower undertakes to any time be bound by the decision of the Lender in this respect.

- 4.3 The Borrower shall inform the Lender immediately in writing if and when any of the abovementioned facts and/or circumstances occurs.
- 4.4 The provisions of this clause shall remain in force notwithstanding the authority of the Lender under any applicable law to take any measure at any time to retain its rights or to recourse its claims on the Borrower pursuant to this Agreement.

ARTICLE 5. SECURITY

- 5.1 Mr Debeljak hereby:
- a. As a separate and independent obligation, unconditionally and irrevocably guarantees to the Lender, and shall be jointly and severally liable, as co-principal debtor (*hoofdelijkaansprakelijk*) to the Lender for the due and timely performance and observance by the Borrower's obligations, commitments, undertakings and warranties under or pursuant to this Agreement (the 'Guaranteed Obligations'); and
 - b. Shall indemnify, defend and hold harmless the Lender against all losses which the Lender may suffer through or arising from any breach by the Borrower of the Guaranteed Obligations.
- 5.2 Mr Debeljak shall co-sign this Agreement for acknowledgement and acceptance of its obligations under this Article 5.

ARTICLE 6. FINANCIAL INFORMATION COVENANTS

- 6.1 The Borrower hereby undertakes towards the Lender to, at Lender's request, supply any and all information and data – including financial statements and documentation regarding the Borrower's financial position.
- 6.2 The Lender shall at all times be entitled to perform an investigation into the financials and administration of the Borrower, whether or not with the assistance of one or more advisers, whereby the costs of such investigation shall be borne by the Lender.

ARTICLE 7. WARRANTIES

- 7.1 Each of the Parties hereby represents and warrants towards the respective other Parties that:
- a. it has full corporate power and authority, and has taken all corporate action necessary, to execute, deliver and perform its obligations under this Agreement;
 - b. this Agreement constitutes its legal, valid and binding obligations; and
 - c. the execution, delivery and performance of the obligations under this Agreement does not violate or contravene each of the Parties' articles of association or any law, rule or regulation applicable to it.

ARTICLE 8. NOTICES

- 8.1 Any notice pursuant to or in connection with this Agreement shall be given by registered mail to the addresses set forth in the heading of this Agreement, with copy by e-mail to the following e-mail addresses:
- C

Borrower: tomislav.debeljak@divergroup.eu
vlado.soic@divergroup.eu
vedrana.debeljak@divergroup.eu

Lender: wijnand@oceanwide-expeditions.com
erik@oceanwide-expeditions.com

- 8.2 Each of the Parties is entitled to, during the term of this Agreement, notify the other Party of another (e-mail) address to which any notice should be sent.
- 8.3 A notice served by the sending Party shall only have effect towards the receiving Party if the sending Party can produce the following documents:
- (i) a notice of receipt, if sent by registered mail; or
 - (ii) a digital receipt of successful delivery, if sent by e-mail.

ARTICLE 9. MISCELLANEOUS

- 9.1 All costs related to this Agreement shall be borne by the Borrower.
- 9.2 All payments to be made by the Borrower under this Agreement must be made without, and clear of any deduction for, set-off or counterclaim. The Borrower may not (partially) suspend (*opschorten*) compliance with its obligations under or in connection with this Agreement on whatever grounds. All payments to be made under this Agreement must be in euros (EUR).
- 9.3 Amendments to this Agreement are only possible and effective to the extent that all Parties have agreed thereto in writing.
- 9.4 The Borrower may not assign this Agreement or assign or Encumber one or more of its rights pursuant to it without the prior written consent of the Lender.
- 9.5 No Party can (partially) rescind (*ontbinden*) this Agreement on whatever grounds. Each Party shall bear the risk of any error (*dwalen*) made by it in relation to this Agreement.
- 9.6 A failure by a Party to exercise a right under this Agreement or a delay thereof shall not operate as a waiver of such right. No single or partial exercise of a right under this Agreement by a Party shall preclude any other or further exercise of such right or other rights.
- 9.7 This Agreement may be entered into any number of counterparts and by each of the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart, when executed, shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

ARTICLE 10. GOVERNING LAW AND JURISDICTION

- 10.1 This Agreement is governed exclusively by Dutch law.
- ②

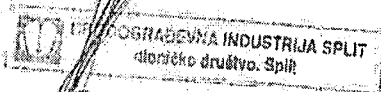
- 10.2 All disputes that may arise in connection with this Agreement or any agreements resulting from this Agreement will be submitted to the competent court of Rotterdam, the Netherlands.

(Signature page to follow)

e

THUS AGREED and signed in Split, on 5 January 2021.

BRODOSPLIT JSC



By: Tomislav Debeljak

Function: President of the Management Board

Mr Debeljak

WIJGE HOLDING B.V.

A large, stylized handwritten signature in dark ink, consisting of a large 'W' and 'A' followed by 'H' and 'van Gessel'.

By: Mr. W.A.H. van Gessel

Function: sole statutory director



Ovaj prijevod sastoji se
od 5 stranica / 10 listova
Broj ovjere: 73/2022
Datum: 20. 05. 2022.

OVJERENI PRIJEVOD S ENGLESKOG JEZIKA



ANEKS BR. 1. UGOVORU O KRATKOROČNOM ZAJMU

od 5. siječnja 2021. godine

(„Aneks“)

Između

WIJGE HOLDING B.V,
kao: Zajmodavac

BRODOSPLIT d.d.
kao: Zajmoprimac

G. DEBELJAK
kao: Jamac

POLARIS EXPEDITIONS INC.
kao Polaris

DIV GRUOPA d.o.o.
kao DIV GRUPA

21. travnja 2021. godine

NIŽE POTPISANI:

- I. **WIJGE HOLDING**, društvo s ograničenom odgovornošću (*/besloten vennootschap met beperkte aansprakelijkheid/*), koje je osnovano i djeluje u skladu s pravom Nizozemske, sa sjedištem u (*/statutaire zetel/*) Vlissingen, Nizozemska, i poslovnom adresom Bellamypark 21, 4381 CG Vlissingen, Nizozemska, upisano u trgovački registar nizozemske gospodarske komore („Trgovački registar“) pod brojem 22026385 („**Zajmodavac**“);
- II. **BRODOSPLIT d.d.**, hrvatsko društvo s ograničenom odgovornošću, koje je osnovano i djeluje u skladu s pravom Hrvatske, sa sjedištem u Put Supavla 21, 21000 Split, Hrvatska, s hrvatskim osobnim identifikacijskim broje, (OIB): 18556905592 („**Zajmoprimac**“); i
- III. **G: DEBELJAK**, rođen u Zagrebu, Hrvatska, 6. ožujka 1975., s prebivalištem u Vladimira Nazora 32, Bregana, Samobor, Hrvatska, broj putovnice: 173899609 („**g. Debeljak**“);
- IV. **POLARIS EXPEDITIONS INC.**, društvo s ograničenom odgovornošću koje je osnovano i djeluje u skladu s pravom Maršalovih otoka, sa sjedištem u Trust Company Complex, Ajeltake Road, Ajeltake Island, majuro, Maršalovi otoci, s registracijskim brojem 94597 („**POLARIS EXPEDITIONS INC.**“); i
- V. **DIV GRUPA d.o.o.**, društvo koje je osnovano i djeluje u skladu s pravom Hrvatske, sa sjedištem u Bobovica 10A, Samobor, Hrvatska, s hrvatskim osobnim identifikacijskim brojem (OIB): 33890755814 („**DIV GRUPA**“).

Zajmodavac, Zajmoprimac i g. Debeljak dalje u tekstu zajedno „**Ugovorne strane**“, a svaki zasebno „**Ugovorna strana**“.

BUDUĆI DA:

- A. su Ugovorne strane sklopile Ugovor o kratkoročnom zajmu 5. siječnja 2021. godine glede zajma kojeg je Zajmodavac dao Zajmoprimcu zajam u iznosu od EUR 2.000.000 („**Ugovor**“);
- B. je Zajmodavac voljan Zajmoprimcu dati dodatnih EUR 2.000.000 kao zajam, a Zajmoprimac je voljan prihvatiti takav dodatan iznos zajma, pod uvjetima i odredbama navedenim u ovom Ugovoru, kako je izmijenjen ovim Aneksom;
- C. Ugovorne strane su voljne izmijeniti datum dospijeca;
- D. Zajmoprimac je voljan dati Zajmodavcu dodatno sredstvo osiguranja, odnosno Novogradnju 485, trenutno upisanu u Registar brodova u Ured lučkog kapetana u Splitu kao plovilo u izgradnji s oznakom BRODOSPLIT 485.
- E. Svi ostali pojmovi napisani velikim slovom imat će značenje koje im je dano u Ugovoru.

osim ako iz konteksta očito ne proizlazi drugačije.

ANEKS

ČLANAK 1.

Ugovorne strane ovime suglasno ugovaraju da se stavci 1.1., 1.2. i 1.3. Ugovora mijenjaju kako slijedi:

- 1.1. *Zajmodavac daje Zajmoprimcu zajam u iznosu od EUR 4.000.000 (četiri milijuna eura) u skladu s odredbama i uvjetima ovog Ugovora („Zajam“).*
- 1.2. *Zajmodavac je pozajmio Zajmoprimcu iznos od EUR 2.000.000 na dan 6. siječnja 2021. godine („Datum izdavanja 1“) kao prvu ratu Zajma, a drugu ratu Zajma u iznosu od EUR 2.000.000 Zajmodavac će dati Zajmoprimcu u roku od dva (2) radna dana od sklapanja ovog ugovora („Datum izdavanja 2“).*
- 1.3. *Zajmoprimac će koristiti zajam isključivo za motore, pomoćne motore i drugu opremu za plovilo koje je trenutačno u izgradnji u brodogradilištu Zajmodavca u Splitu, označeno kao novogradnja 485.*

ČLANAK 2

Ugovorne strane ovime suglasno ugovaraju da se stavak 2.1. Ugovora mijenja kako slijedi:

- 2.1. *Kamata na zajam iznosi 12 (dvanaest) posto godišnje od Datuma izdavanja 1 za prvu ratu Zajma i Datuma izdavanja 2 za drugu ratu Zajma do dana potpunog povrata zajma („Kamata“).*

ČLANAK 3.

Ugovorne strane ovime suglasno ugovaraju da se stavak 3.1. Ugovora mijenja kako slijedi:

- 3.1. *Nepodmireni iznos Zajma, uključujući obračunate kamate i troškove, biti će plaćen u cijelosti najkasnije 30. svibnja 2021. godine („Datum dospjeća“).*

ČLANAK 4.

Ugovorne strane ovime suglasno ugovaraju da se članak 5 Ugovora mijenja kako slijedi:

- 5.1 *G. Debeljak, Polaris i DIV GRUPA ovime:*

- a. kao zasebnu i samostalnu obvezu bezuvjetno i neopozivo jamče Zajmodavcu, te su kao glavni sudužnici (/hoofdelijk aansprakelijk/) solidarno odgovorni Zajmodavcu za dospjelo i pravodobno izvršavanje i poštivanje preuzetih obveza i jamstva Zajmoprimca prema ili u skladu s ovim Ugovorom („**Zajamčene obveze**“); te
 - b. će naknaditi Zajmodavcu te će ga štiti i neće držati odgovornim za sve gubitke koje bi Zajmodavac mogao pretrpjeti ili koji proizlaze iz bilo kakvog kršenja Zajamčenih obveza od strane Zajmoprimca.
- 5.2. G. Debeljak, Polaris i DIV GRUPA će supotpisati ovaj Ugovor radi potvrde i prihvaćanja svojih obveza prema ovom članku 5.
- 5.3. Kao jamstvo za otplatu Zajma Zajmoprimac i Zajmodavac će zasnovati hipoteku trećeg prvenstvenog reda nad Novogradnjom 485 koja je upisana kao plovilo u izgradnji u Lučkoj kapetaniji u Splitu, NIB 26844, a Zajmoprimac će poduzeti sve radnje potrebne za upis hipoteke trećeg prvenstvenog reda nad plovilom uz pomoć Zajmodavca gdje je to potrebno (Zahtjev za PDV ID broja u Hrvatskoj) u roku od 30 dana.

ČLANAK 5.

Osim ako je tako izričito uređeno ovim Aneksom, Ugovor ostaje na snazi neizmijenjen i u punoj snazi. U slučaju nesuglasnosti između odredaba ovog Aneksa i Ugovora, prevladat će odredbe ovog Aneksa.

ČLANAK 6.

Mjerodavno pravo i nadležnost iz članka 10. Ugovora primjenjuju se na ovaj Aneks.

ČLANAK 7.

Ovaj Ugovor može se sklopiti u bilo kojem broju primjeraka i od strane svake Ugovorne strane na zasebnim primjercima, ali neće biti na snazi dok svaka Ugovorna strana ne sklopi barem jedan primjerak. Svaki primjerak, kada se sklopi, predstavlja original, ali svi primjerci zajedno tvore jedno te isto sredstvo.

(Slijedi potpisna stranica)

/nap. sud. tum.: nastavak na sljedećoj stranici, ostatak stranice prazan/

OVAKO UGOVORENO i potpisano u Splitu, 21. travnja 2021. godine

BRODOSPLIT d.d.

/potpis i pečat nečitljiv/

Od: Tomislav Čorak
Funkcija: Član uprave

G. Debeljak

/potpis nečitljiv/

POLARIS EXPEDITIONS INC.

/potpis nečitljiv/

Od: Tomislav Debeljak
Funkcija: Direktor

DIV GRUPA d.o.o.

/potpis nečitljiv/

Od: Vedrana Debeljak
Funkcija:

Kraj prijevoda s engleskog jezika

Ja, Hana Ivana Breitenfeld, mag. iur. iz Zagreba, stalni sudski tumač za engleski i njemački jezik, imenovana rješenjem predsjednika Županijskog suda u Zagrebu, broj 4 Su-1201/2020 od 10. svibnja 2021. godine, potvrđujem da gornji prijevod u potpunosti odgovara svojem izvorniku, sastavljenom na engleskom jeziku.

Zagreb, 20. svibnja 2022. godine
Broj ovjere: 73/2022

WIJGE HOLDING B.V.

/potpis nečitljiv/

Od: G. W. A. H. van Gessel
Funkcija: jedini direktor

H. Breitenfeld

ADDENDUM NO. 1 to SHORT TERM LOAN AGREEMENT

Dated 5 January 2021

(hereinafter: Addendum)

between

WIJGE HOLDING B.V.,

as Lender

BRODOSPLIT JSC

as Borrower

MR DEBELJAK

as Guarantor

POLARIS EXPEDITIONS INC

as Polaris

and

DIV GROUP Ltd.

as DIV GROUP

21 April 2021

THE UNDERSIGNED:

- I. WIJGE HOLDING B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), duly incorporated and validly existing under the laws of the Netherlands, with registered office (*statutaire zetel*) in Vlissingen, the Netherlands, and its offices at Bellamyplein 21, 4381 CG Vlissingen, the Netherlands, registered at the trade register of the Dutch Chamber of Commerce (the "Trade Register") under file number 22026385, (the "Lender");
- II. BRODOSPLIT JSC, a Croatian company with limited liability, duly incorporated and existing under the laws of the Republic of Croatia, and having its seat at Put Supavla 21, 21000 Split, Croatia, with a Croatian subject identification number (OIB) 18556905592, (the "Borrower"); and
- III. MR DEBELJAK, born in Zagreb, Croatia, on 6th March 1975, currently residing at Vladimira Nazora 32, in Breguna, Samobor, Croatia, holder of a passport with number 175899609 ("Mr Debeljak");
- IV. POLARIS EXPEDITIONS INC., company duly incorporated and existing under the laws of Marshall Islands, and having seat at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands, with registration number 94597 ("Polaris");
- V. DIV GROUP Ltd., company duly incorporated and existing under the laws of the Republic of Croatia, and having registered seat at Bobavica 10A, Samobor, Croatia, with a Croatian subject identification number (OIB) 33890755814 ("DIV GROUP").

The Lender, the Borrower and Mr Debeljak are hereinafter collectively also referred to as: the 'Parties', each individually being a 'Party'.

WHEREAS:

- A. The Parties have executed Short Term loan Agreement on January 5, 2021 with respect to a loan granted by the Lender to the Borrower in the amount of EUR 2,000,000 (hereinafter: Agreement);
- B. Lender is willing to grant additional amount of EUR 2,000,000 as loan to the Borrower and the Borrower is willing to accept such additional amount, on and subject to the terms and conditions set forth in Agreement as amended with this Addendum;
- C. The Parties are willing to amend Maturity Date;
- D. The Borrower is willing to provide the Lender additional security, mortgage on Newbuilding 485 presently registered in Ship registry at Harbour Masters Office in Split as the vessel in construction with designation BRODOSPLIT 485;
- E. All initially capitalized terms not otherwise defined herein shall have the meaning set forth in

the Agreement unless the context clearly indicates otherwise.

ADDENDUM

ARTICLE 1.

The Parties herewith mutually agree that paragraph 1.1, 1.2 and 1.3 of the Agreement are hereby amended to read as follows:

- 1.1 *Subject to the terms and conditions of this Agreement, the Lender grants a loan in the amount of EUR 4,000,000 (four million Euros) to the Borrower (the 'Loan').*
- 1.2 *The Lender has provided to the Borrower the amount of EUR 2,000,000 on 6 January 2021 (Issue Date 1) as first instalment of the Loan and second instalment of the Loan in the amount of EUR 2,000,000 the Lender shall provide to the Borrower within two (2) business days after the execution of Addendum No. 1 to the Agreement (the "Issue Date 2").*
- 1.3 *The Borrower shall apply the Loan exclusively for engines, auxiliary engines and other equipment and for materials for the vessel presently under construction in Lender's shipyard in Split and designated as Newbuilding 485.*

ARTICLE 2.

The Parties herewith mutually agree that paragraph 2.1 of the Agreement is hereby amended to read as follows:

- 2.1 *The rate of interest on the Loan is equal to 12 (twelve) per cent per annum as per the Issue Date 1 for first instalment of the Loan and Issue Date 2 for second instalment of the Loan up to the date that the Loan has been fully repaid (the 'Interest').*

ARTICLE 3.

The Parties herewith mutually agree that paragraph 3.1 of the Agreement is hereby amended to read as follows:

- 3.1 *The outstanding amount of the Loan, including accrued interest and costs, will be (re)paid in full ultimately on 30 May 2021 (the 'Maturity Date').*

ARTICLE 4.

The Parties herewith mutually agree that Article 5. Security of the Agreement is hereby amended with and reads as follows:

- 5.1 *Mr Debeljak, Polaris and DIV GROUP hereby:*

Q

- a. As a separate and independent obligation, unconditionally and irrevocably guarantee to the Lender, and shall be jointly and severally liable, as co-principal debtor (hoofdelijkaansprakelijk) to the Lender for the due and timely performance and observance by the Borrower's obligations, commitments, undertakings and warranties under or pursuant to this Agreement (the 'Guaranteed Obligations'); and
- b. Shall indemnify, defend and hold harmless the Lender against all losses which the Lender may suffer through or arising from any breach by the Borrower of the Guaranteed Obligations.
- 5.2 Mr Debeffak, Polaris and DTV GROUP shall co-sign this Agreement for acknowledgement and acceptance of its obligations under this Article 5.
- 5.3 As security for repayment of the Loan the Borrower and Lender shall execute a third ranking mortgage over the Newbuilding 485 registered as the vessel under construction in Harbour Masters Office in Split, NIB 268449 and the Borrower shall undertake all actions necessary to register the third ranking mortgage over the Vessel with Lenders assistance where required (Request for EU VAT identification number in Croatia) within 30 days.

ARTICLE 5.

Except as expressly modified in this Addendum, the Agreement shall remain unmodified and in full force and effect. To the extent any of the provisions of this Addendum are inconsistent with any of the provisions set forth in the Agreement, the provisions of this Addendum shall govern and prevail.

ARTICLE 6.

Governing law and jurisdiction as in Article 10 of the Agreement shall be applicable to this Addendum.

ARTICLE 7.

This Addendum may be entered into any number of counterparts and by each of the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart, when executed, shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

(Signature page to follow)

2

THUS AGREED and signed in St. Petersburg, on 21 April 2021

BRODOSPLIT JSC

WIJGE HOLDING B.V.

By: Tomislav Čorak

Function: Member of the Management Board

By: Mr. W.A. Haven Gessel

Function: sole statutory director

Mr Debeljak

POLARIS EXPEDITIONS INC.

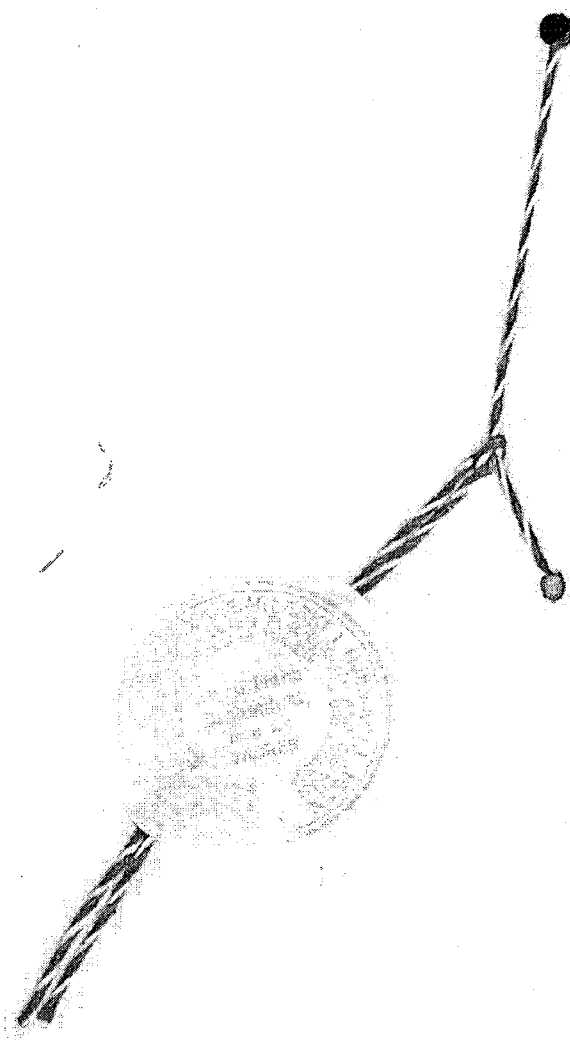
By: Tomislav Debeljak

Function: Director

DIV GROUP Ltd.

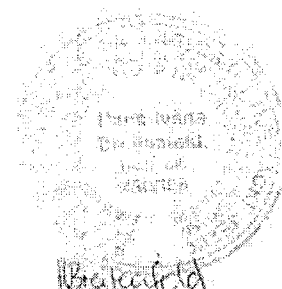
By: Vedrana Debeljak

Function:



Ovaj prijevod sastoji se
od 4 stranice / 8 listova
Broj ovjere: 74/2022
Datum: 20. 05. 2022.

OVJERENI PRIJEVOD S ENGLESKOG JEZIKA





Stranica 1 od 4
Broj ovjere: 74/2022
Datum: 20. 05. 2022.

ANEKS BR. 2. UGOVORU O KRATKOROČNOM ZAJMU

od 5. siječnja 2021. godine

(„Aneks“)

Između

WIJGE HOLDING B.V,
kao: Zajmodavac

BRODOSPLIT JSC
kao: Zajmoprimac

G. DEBELJAK
kao: Jamac

POLARIS EXPEDITIONS INC.
kao Polaris

DIV GRUOPA d.o.o.
kao DIV GRUPA

28. svibnja 2021. godine



NIŽE POTPISANI:

- I. **WIJGE HOLDING**, društvo s ograničenom odgovornošću (*/besloten vennootschap met beperkte aansprakelijkheid/*), koje je osnovano i djeluje u skladu s pravom Nizozemske, sa sjedištem u (*/statutaire zetel/*) Vlissingen, Nizozemska, i poslovnom adresom Bellamypark 21, 4381 CG Vlissingen, Nizozemska, upisano u trgovački registar nizozemske gospodarske komore („Trgovački registar“) pod brojem 22026385 („**Zajmodavac**“);
- II. **BRODOSPLIT JSC**, hrvatsko društvo s ograničenom odgovornošću, koje je osnovano i djeluje u skladu s pravom Hrvatske, sa sjedištem u Put Supavla 21, 21000 Split, Hrvatska, s hrvatskim osobnim identifikacijskim brojem (OIB): 18556905592 („**Zajmoprimac**“); i
- III. **G: DEBELJAK**, rođen u Zagrebu, Hrvatska, 6. ožujka 1975., s prebivalištem u Vladimira Nazora 32, Bregana, Samobor, Hrvatska, broj putovnice: 173899609 („**g. Debeljak**“);
- IV. **POLARIS EXPEDITIONS INC.**, društvo s ograničenom odgovornošću koje je osnovano i djeluje u skladu s pravom Maršalovih otoka, sa sjedištem u Trust Company Complex, Ajeltake Road, Ajeltake Island, majuro, Maršalovi otoci, s registracijskim brojem 94597 („**POLARIS EXPEDITIONS INC.**“); i
- V. **DIV GRUPA d.o.o.**, društvo koje je osnovano i djeluje u skladu s pravom Hrvatske, sa sjedištem u Bobovica 10A, Samobor, Hrvatska, s hrvatskim osobnim identifikacijskim brojem (OIB): 33890755814 („**DIV GRUPA**“).

Zajmodavac, Zajmoprimac i g. Debeljak dalje u tekstu zajedno „**Ugovorne strane**“, a svaki zasebno „**Ugovorna strana**“.

BUDUĆI DA:

- A. su Ugovorne strane sklopile Ugovor o kratkoročnom zajmu 5. siječnja 2021. godine i Aneks br.1. dana 21. travnja 2021. godine glede Zajma kojeg je Zajmodavac dao Zajmoprimcu zajam u iznosu od EUR 4.000.000 („**Ugovor**“);
- B. Ugovorne strane su voljne izmijeniti datum dospelja;
- C. Svi ostali pojmovi napisani velikim slovom imat će značenje koje im je dano u Ugovoru.

ANEKS

ČLANAK 1.

Ugovorne strane ovime suglasno ugovaraju da se stavak 3.1. Ugovora mijenja kako slijedi:

- 3.1. *Nepodmireni iznos Zajma, uključujući obračunate kamate i troškove, biti će plaćen u cijelosti najkasnije 15. rujna 2021. godine („Datum dospijeća“).*

ČLANAK 2.

Osim ako je tako izričito uređeno ovim Aneksom, Ugovor ostaje na snazi neizmijenjen i u punoj snazi. U slučaju nesuglasnosti između odredaba ovog Aneksa i Ugovora, prevladat će odredbe ovog Aneksa.

ČLANAK 3.

Mjerodavno pravo i nadležnost iz članka 10. Ugovora primjenjuju se na ovaj Aneks.

ČLANAK 4.

Ovaj Ugovor može se sklopiti u bilo kojem broju primjeraka i od strane svake Ugovorne strane na zasebnim primjercima, ali neće biti na snazi dok svaka Ugovorna strana ne sklopi barem jedan primjerak. Svaki primjerak, kada se sklopi, predstavlja original, ali svi primjerci zajedno tvore jedno te isto sredstvo.

(Slijedi potpisna stranica)

/nap. sud. tum.: nastavak na sljedećoj stranici, ostatak stranice prazan/

OVAKO UGOVORENO i potpisano u Vlissingen, 28. svibnja 2021. godine

BRODOSPLIT d.d.

WIJGE HOLDING B.V.

/potpis nečitljiv/

Od: Tomislav Čorak
Funkcija: Član uprave

Od: G. W. A. H. van Gessel
Funkcija: jedini direktor

G. Debeljak

POLARIS EXPEDITIONS INC.

Od: Tomislav Debeljak
Funkcija: Direktor

DIV GRUPA d.o.o.

Od: Vedrana Debeljak
Funkcija:

Kraj prijevoda s engleskog jezika

Ja, Hana Ivana Breitenfeld, mag. iur. iz Zagreba, stalni sudski tumač za engleski i njemački jezik, imenovana rješenjem predsjednika Županijskog suda u Zagrebu, broj 4 Su-1201/2020 od 10. svibnja 2021. godine, potvrđujem da gornji prijevod u potpunosti odgovara svojem izvorniku, sastavljenom na engleskom jeziku.

Zagreb, 20. svibnja 2022. godine
Broj ovjere: 74/2022

H. Breitenfeld

ADDENDUM NO. 2 to SHORT TERM LOAN AGREEMENT

Dated 5 January 2021

(hereinafter: Addendum)

between

WIJGE HOLDING B.V.,

as Lender

BRODOSPLIT JSC

as Borrower

MR DEBELJAK

as Guarantor

POLARIS EXPEDITIONS INC

as Polaris

and

DIV GROUP Ltd.

as DIV GROUP

28 May 2021

①

THE UNDERSIGNED:

- I. **WIJGE HOLDING B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), duly incorporated and validly existing under the laws of the Netherlands, with registered office (*statutaire zetel*) in Vlissingen, the Netherlands, and its offices at Bellamy Park 21, 4381 CG Vlissingen, the Netherlands, registered at the trade register of the Dutch Chamber of Commerce (the "Trade Register") under file number 22026385, (the 'Lender');
- II. **BRODOSPLIT JSC**, a Croatian company with limited liability, duly incorporated and existing under the laws of the Republic of Croatia, and having its seat at Put Supavla 21, 21000 Split, Croatia, with a Croatian subject identification number (OIB) 18556905592, (the 'Borrower'); and
- III. **MR DEBELJAK**, born in Zagreb, Croatia, on 6th March 1975, currently residing at Vladimira Nazora 32, in Bregana, Samobor, Croatia, holder of a passport with number 173899609 ('Mr Debeljak');
- IV. **POLARIS EXPEDITIONS INC.**, company duly incorporated and existing under the laws of Marshall Islands, and having seat at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands, with registration number 94597 ("Polaris");
- V. **DIV GROUP Ltd.**, company duly incorporated and existing under the laws of the Republic of Croatia, and having registered seat at Bobovica 10A, Samobor, Croatia, with a Croatian subject identification number (OIB) 33890735814 ("DIV GROUP").

The Lender, the Borrower, Mr Debeljak, Polaris and DIV GROUP are hereinafter collectively also referred to as: the 'Parties', each individually being a 'Party'.

WHEREAS:

- A. The Parties have executed Short Term loan Agreement on January 5, 2021 and Addendum No. 1 on April 21, 2021 with respect to a loan granted by the Lender to the Borrower in the amount of EUR 4.000.000 (hereinafter: Agreement);
- B. The Parties are willing to amend Maturity Date
- C. All initially capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement unless the context clearly indicates otherwise.

ADDENDUM

ARTICLE 1.

C

The Parties herewith mutually agree that paragraph 3.1 of the Agreement is hereby amended to read as follows:

3.1 *The outstanding amount of the Loan, including accrued Interest and costs, will be (re)paid in full ultimately on 15 September 2021 (the 'Maturity Date').*

ARTICLE 2.

Except as expressly modified in this Addendum, the Agreement shall remain unmodified and in full force and effect. To the extent any of the provisions of this Addendum are inconsistent with any of the provisions set forth in the Agreement, the provisions of this Addendum shall govern and prevail.

ARTICLE 3.

Governing law and jurisdiction as in Article 10 of the Agreement shall be applicable to this Addendum.

ARTICLE 4.

This Addendum may be entered into any number of counterparts and by each of the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart, when executed, shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

(Signature page to follow)

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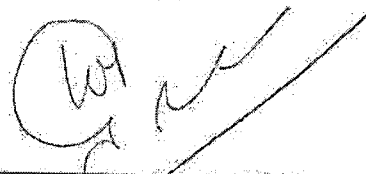
THUS AGREED and signed in Vlissingen, on 28 May 2021.

BRODOSPLIT JSC

By: Tomislav Debeljak
Function: President of the Board

Mr Debeljak

WIJGE HOLDING B.V.



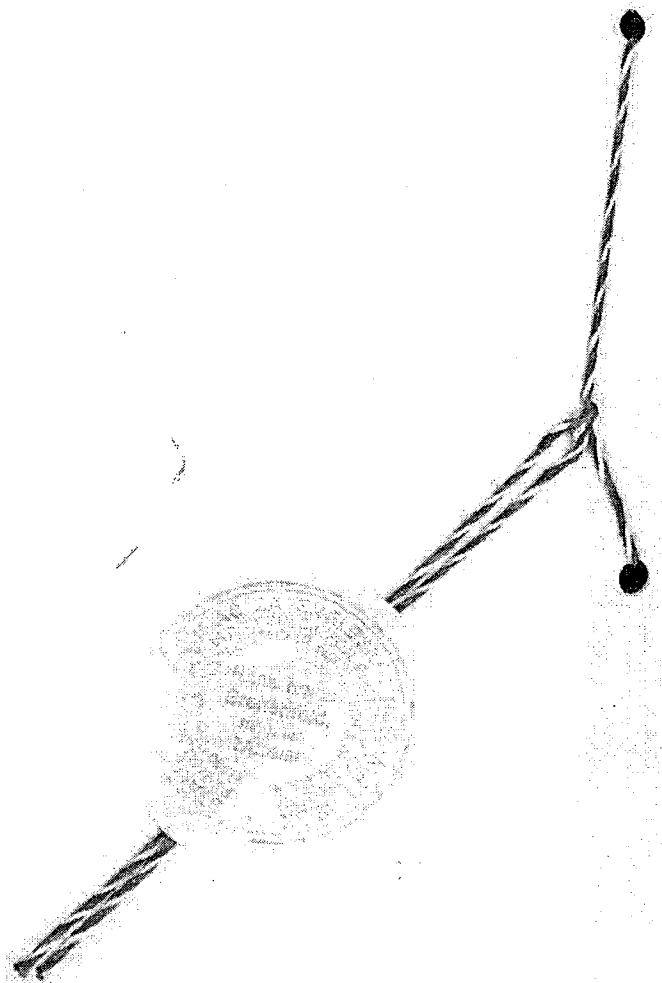
By: Mr. W.A.H. van Gessel
Function: sole statutory director

POLARIS EXPEDITIONS INC.

By: Tomislav Debeljak
Function: Director

DIV GROUP Ltd.

By: Vedrana Debeljak
Function:



Ovaj prijevod sastoji se
od 4 stranice / 8 listova
Broj ovjere: 75/2022
Datum: 20. 05. 2022.

OVJERENI PRIJEVOD S ENGLESKOG JEZIKA



ANEKS BR. 3. UGOVORU O KRATKOROČNOM ZAJMU

od 5. siječnja 2021. godine

(„Aneks“)

Između

WIJGE HOLDING B.V.
kao: Zajmodavac

BRODOSPLIT d.d.
kao: Zajmoprimac

G. DEBELJAK
kao: Jamac

POLARIS EXPEDITIONS INC.
kao Polaris

DIV GRUOPA d.o.o.
kao DIV GRUPA

14. listopada 2021. godine

NIŽE POTPISANI:

- I. **WIJGE HOLDING**, društvo s ograničenom odgovornošću (*/besloten vennootschap met beperkte aansprakelijkheid/*), koje je osnovano i djeluje u skladu s pravom Nizozemske, sa sjedištem u (*/statutaire zetel/*) Vlissingen, Nizozemska, i poslovnom adresom Bellamypark 21, 4381 CG Vlissingen, Nizozemska, upisano u trgovački registar nizozemske gospodarske komore („Trgovački registar“) pod brojem 22026385 („**Zajmodavac**“);
- II. **BRODOSPLIT d.d.**, hrvatsko društvo s ograničenom odgovornošću, koje je osnovano i djeluje u skladu s pravom Hrvatske, sa sjedištem u Put Supavla 21, 21000 Split, Hrvatska, s hrvatskim osobnim identifikacijskim brojem (OIB): 18556905592 („**Zajmoprimac**“); i
- III. **G: DEBELJAK**, rođen u Zagrebu, Hrvatska, 6. ožujka 1975., s prebivalištem u Vladimira Nazora 32, Bregana, Samobor, Hrvatska, broj putovnice: 173899609 („**g. Debeljak**“);
- IV. **POLARIS EXPEDITIONS INC.**, društvo s ograničenom odgovornošću koje je osnovano i djeluje u skladu s pravom Maršalovih otoka, sa sjedištem u Trust Company Complex, Ajeltake Road, Ajeltake Island, majuro, Maršalovi otoci, s registracijskim brojem 94597 („**POLARIS EXPEDITIONS INC.**“); i
- V. **DIV GRUPA d.o.o.**, društvo koje je osnovano i djeluje u skladu s pravom Hrvatske, sa sjedištem u Bobovica 10A, Samobor, Hrvatska, s hrvatskim osobnim identifikacijskim brojem (OIB): 33890755814 („**DIV GRUPA**“).

Zajmodavac, Zajmoprimac i g. Debeljak dalje u tekstu zajedno „**Ugovorne strane**“, a svaki zasebno „**Ugovorna strana**“.

BUDUĆI DA:

- A. su Ugovorne strane sklopile Ugovor o kratkoročnom zajmu 5. siječnja 2021. godine i Aneks br. 1. dana 21. travnja 2021. godine i Aneks br. 2. dana 28. svibnja 2021. godine glede Zajma kojeg je Zajmodavac dao Zajmoprimcu zajam u iznosu od EUR 4.000.000 („**Ugovor**“);
- B. Ugovorne strane su voljne izmijeniti Dužnika;
- C. Svi ostali pojmovi napisani velikim slovom imat će značenje koje im je dano u Ugovoru.

ANEKS

ČLANAK 1.

Ugovorne strane ovime suglasno ugovaraju da će DIV GRUPA dobrovoljno i sa suglasnošću drugih Ugovornih strana preuzeti sva prava i obveze Zajmoprimca temeljem Ugovora, stupajući u položaj BRODOSPLIT JSC kao Zajmoprimca.

Ugovorne strane ovime se suglasno odriču svih prava i obveza BRODOSPLIT d.d. kao zajmoprimca temeljem Ugovora, stoga BRODOSPLIT d.d. više neće biti ugovorna strana Ugovora.

ČLANAK 2.

Osim ako je tako izričito uređeno ovim Aneksom, Ugovor ostaje na snazi neizmijenjen i u punoj snazi. U slučaju nesuglasnosti između odredaba ovog Aneksa i Ugovora, prevladat će odredbe ovog Aneksa.

ČLANAK 3.

Mjerodavno pravo i nadležnost iz članka 10. Ugovora primjenjuju se na ovaj Aneks.

ČLANAK 4.

Ovaj Ugovor može se sklopiti u bilo kojem broju primjeraka i od strane svake Ugovorne strane na zasebnim primjercima, ali neće biti na snazi dok svaka Ugovorna strana ne sklopi barem jedan primjerak. Svaki primjerak, kada se sklopi, predstavlja original, ali svi primjerci zajedno tvore jedno te isto sredstvo.

(Slijedi potpisna stranica)

/nap. sud. tum.: nastavak na sljedećoj stranici, ostatak stranice prazan/

OVAKO UGOVORENO i potpisano u _____, 14. listopada 2021. godine

BRODOSPLIT d.d.

/potpis nečitljiv/

Od: Tomislav Debeljak
Funkcija: Predsjednik uprave

G. Debeljak

/potpis nečitljiv/

Tomislav Debeljak, jamac

POLARIS EXPEDITIONS INC.

/potpis nečitljiv/

Od: Tomislav Debeljak
Funkcija: Direktor

DIV GRUPA d.o.o.

/potpis nečitljiv/

Od: Vedrana Debeljak
Funkcija:

Kraj prijevoda s engleskog jezika

Ja, Hana Ivana Breitenfeld, mag. iur. iz Zagreba, stalni sudski tumač za engleski i njemački jezik, imenovana rješenjem predsjednika Županijskog suda u Zagrebu, broj 4 Su-1201/2020 od 10. svibnja 2021. godine, potvrđujem da gornji prijevod u potpunosti odgovara svojem izvorniku, sastavljenom na engleskom jeziku.

Zagreb, 20. svibnja 2022. godine
Broj ovjere: 75/2022

WIJGE HOLDING B.V.

/potpis nečitljiv/

Od: G. W. A. H. van Gessel
Funkcija: jedini direktor

H. Breitenfeld

ADDENDUM NO. 3 to SHORT TERM LOAN AGREEMENT

Dated 5 January 2021

(hereinafter: Addendum)

between

WIJGE HOLDING B.V.,

as Lender

BRODOSPLIT JSC

as Borrower

MR DEBELJAK

as Guarantor

POLARIS EXPEDITIONS INC

as Polaris

and

DIV GROUP Ltd.

as DIV GROUP

14 Oct 2021

①

THE UNDERSIGNED:

- I. WIJGE HOLDING B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), duly incorporated and validly existing under the laws of the Netherlands, with registered office (*statutaire zetel*) in Vlissingen, the Netherlands, and its offices at Bellamypark 21, 4381 CG Vlissingen, the Netherlands, registered at the trade register of the Dutch Chamber of Commerce (the "Trade Register") under file number 22026385, (the 'Lender');
- II. BRODOSPLIT JSC, a Croatian company with limited liability, duly incorporated and existing under the laws of the Republic of Croatia, and having its seat at Put Šupavla 21, 21000 Split, Croatia, with a Croatian subject identification number (OIB) 18356905592, (the 'Borrower'); and
- III. MR DEBELJAK, born in Zagreb, Croatia, on 6th March 1975, currently residing at Vladimira Nazora 32, in Bregana, Samobor, Croatia, holder of a passport with number 173899609 ('Mr Debeljak');
- IV. POLARIS EXPEDITIONS INC., company duly incorporated and existing under the laws of Marshall Islands, and having seat at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands, with registration number 94597 ("Polaris");
- V. DIV GROUP Ltd., company duly incorporated and existing under the laws of the Republic of Croatia, and having registered seat at Bobovica 10A, Samobor, Croatia, with a Croatian subject identification number (OIB) 33890755814 ("DIV GROUP").

The Lender, the Borrower, Mr Debeljak, Polaris and DIV GROUP are hereinafter collectively also referred to as: the 'Parties', each individually being a 'Party'.

WHEREAS:

- A. The Parties have executed Short Term loan Agreement on January 5, 2021, Addendum No. 1 on April 21, 2021 and Addendum No. 2 on May 28, 2021 with respect to a loan granted by the Lender to the Borrower in the amount of EUR 4.000.000 (hereinafter: Agreement);
- B. The Parties are willing to amend the Borrower Party.
- C. All initially capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement unless the context clearly indicates otherwise.

ADDENDUM

ARTICLE 1.

The Parties herewith mutually agree that DIV GROUP shall voluntarily and with consent granted by the other Parties assume all the rights and obligations of the borrower under the Agreement thus replacing BRODOSPLIT JSC as the Borrower.

The Parties herewith mutually agree to disclaim all the rights and obligations of BRODOSPLIT JSC as the borrower under the Agreement and BRODOSPLIT JSC shall thus no longer be a party of the Agreement.

ARTICLE 2.

Except as expressly modified in this Addendum, the Agreement shall remain unmodified and in full force and effect. To the extent any of the provisions of this Addendum are inconsistent with any of the provisions set forth in the Agreement, the provisions of this Addendum shall govern and prevail.

ARTICLE 3.

Governing law and jurisdiction as in Article 10 of the Agreement shall be applicable to this Addendum.

ARTICLE 4.

This Addendum may be entered into any number of counterparts and by each of the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart, when executed, shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

(Signature page to follow)

©

THUS AGREED and signed in _____, on 14 October 2021.

BRODOSPLIT JSC



By: Tomislav Debeljak
Function: President of the Board

WIJGE HOLDING B.V.



By: Mr. W.A.H. van Gessel
Function: sole statutory director

Mr Debeljak



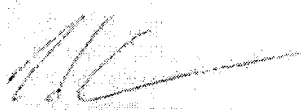
Tomislav Debeljak, Guarantor

POLARIS EXPEDITIONS INC.

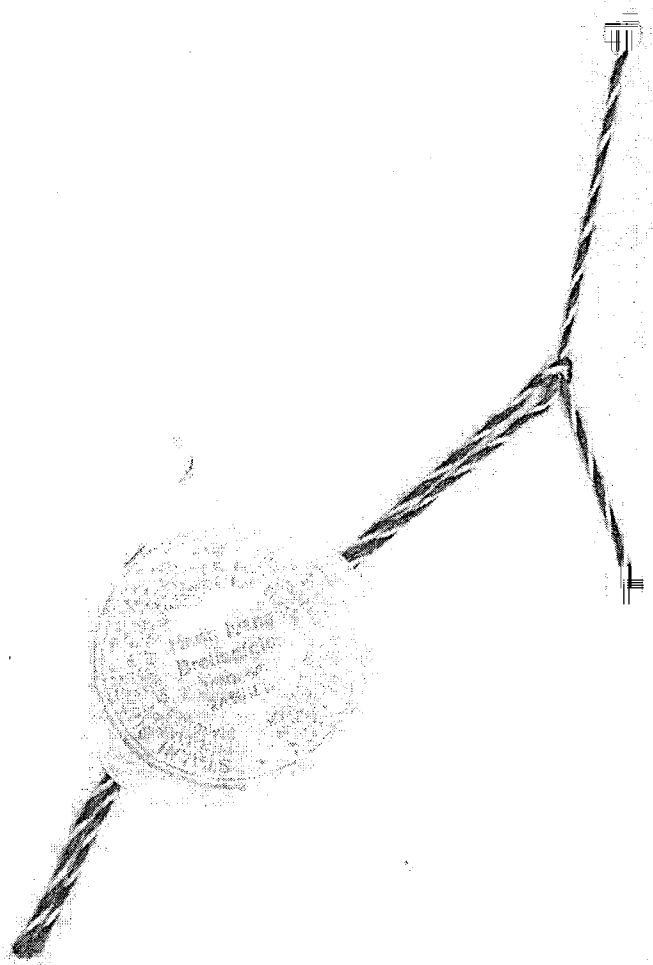


By: Tomislav Debeljak
Function: Director

DIV GROUP Ltd.



By: Vedrana Debeljak
Function:



Ovaj prijevod sastoji se
od 5 stranica / 10 listova
Broj ovjere: 76/2022
Datum: 20. 05. 2022.

OVJERENI PRIJEVOD S ENGLESKOG JEZIKA

H. Beiterfeld

ANEKS BR. 4. UGOVORU O KRATKOROČNOM ZAJMU

od 5. siječnja 2021. godine

(„Aneks“)

Između

WIJGE HOLDING B.V.,
kao: Zajmodavac

DIV GRUPA d.o.o.
kao: Zajmoprimac

G. DEBELJAK
kao: Jamac

POLARIS EXPEDITIONS INC.
kao Polaris

15. studenog 2021. godine

NIŽE POTPISANI:

- I. **WIJGE HOLDING**, društvo s ograničenom odgovornošću (*/besloten vennootschap met beperkte aansprakelijkheid/*), koje je osnovano i djeluje u skladu s pravom Nizozemske, sa sjedištem u (*/statutaire zetel/*) Vlissingen, Nizozemska, i poslovnom adresom Bellamypark 21, 4381 CG Vlissingen, Nizozemska, upisano u trgovački registar nizozemske gospodarske komore („Trgovački registar“) pod brojem 22026385 („**Zajmodavac**“);
- II. **DIV GRUPA d.o.o.**, društvo koje je osnovano i djeluje u skladu s pravom Hrvatske, sa sjedištem u Bobovica 10A, Samobor, Hrvatska, s hrvatskim osobnim identifikacijskim brojem (OIB): 33890755814 („**Zajmoprimac**“); i
- III. **G: DEBELJAK**, rođen u Zagrebu, Hrvatska, 6. ožujka 1975., s prebivalištem u Vladimira Nazora 32, Bregana, Samobor, Hrvatska, broj putovnice: 173899609 („**g. Debeljak**“);
- IV. **POLARIS EXPEDITIONS INC.**, društvo s ograničenom odgovornošću koje je osnovano i djeluje u skladu s pravom Maršalovih otoka, sa sjedištem u Trust Company Complex, Ajeltake Road, Ajeltake Island, majuro, Maršalovi otoci, s registracijskim brojem 94597 („**POLARIS EXPEDITIONS INC.**“); i

Zajmodavac, Zajmoprimac i g. Debeljak dalje u tekstu zajedno „**Ugovorne strane**“, a svaki zasebno „**Ugovorna strana**“.

BUDUĆI DA:

- A. su Ugovorne strane sklopile Ugovor o kratkoročnom zajmu 5. siječnja 2021. godine, Aneks br. 1 21. travnja 2021. godine, Aneks br. 2 28. svibnja 2021. godine i Aneks br. 3 13. listopada 2021. godine glede Zajma kojeg je Zajmodavac dao Zajmoprimcu zajam u iznosu od EUR 4.000.000 („**Ugovor**“);
- B. Ugovorne strane su voljne izmijeniti datum dospelja;
- C. Svi ostali pojmovi napisani velikim slovom imat će značenje koje im je dano u Ugovoru, osim ako iz konteksta očito ne proizlazi drugačije.

ANEKS

ČLANAK 1.

Ugovorne strane ovime suglasno ugovaraju da se članak 1. Ugovora mijenja kako slijedi:

- 1.1. *Zajmodavac daje Zajmoprimcu zajam u iznosu od EUR 5.500.000 (pet milijuna i petsto tisuća eura) u skladu s odredbama i uvjetima ovog Ugovora („Zajam“).*
- 1.2. *Zajmodavac je pozajmio Zajmoprimcu iznos od EUR 4.000.000 na Datum izdavanja 1 i Datum izdavanja 2, a treću ratu Zajma u iznosu od EUR 1.500.000 Zajmodavac će dati Zajmoprimcu u roku od dva (2) radna dana od sklapanja ovog Aneksa br. 4 („Datum izdavanja 3“).*

ČLANAK 2

Ugovorne strane ovime suglasno ugovaraju da se stavak 2.1. Ugovora mijenja kako slijedi:

- 2.1. *Kamata na zajam iznosi 12 (dvanaest) posto godišnje od Datuma izdavanja 1 za prvu ratu Zajma, Datuma izdavanja 2 za drugu ratu Zajma te Datuma izdavanja 3 za treću ratu Zajma do dana potpunog povrata zajma („Kamata“).*

ČLANAK 3.

Ugovorne strane ovime suglasno ugovaraju da se stavak 3.1. Ugovora mijenja kako slijedi:

- 3.1. *Nepodmireni iznos Zajma, uključujući obračunate kamate i troškove, biti će plaćen u cijelosti najkasnije 16. prosinca 2021. godine („Datum dospijeca“).*

ČLANAK 4.

Ugovorne strane su suglasne da će pravovremeno izmijeniti ugovor o gradnji broda sklopljen između BRODOSPLIT d.d. kao graditelja i Polaris Expeditions Inc. kao kupca od 28. prosinca 2017. (s izmjenama) („SBC“) i Ugovor o najmu broda sklopljen između Polaris Expeditions Inc. kao vlasnika i Janssonius Scheepsreizen B.V. kao najmoprimca od 19. prosinca 2018. (s izmjenama) („BBC“) na način da:

a) će novi datum isporuke NB 485 sukladno SBC-u i BBC-u biti 15. lipnja 2022. i od tog trenutka počinje najam berboat čartera.

b) naknada od 500.000 € iz članka 2. aneksa br. 3 BBC-u, dospjela pri isporuci, više ne vrijedi.

ČLANAK 5.

Osim ako je tako izričito uređeno ovim Aneksom, Ugovor ostaje na snazi neizmijenjen i u punoj snazi. U slučaju nesuglasnosti između odredaba ovog Aneksa i Ugovora, prevladat će odredbe ovog Aneksa.

ČLANAK 6.

Mjerodavno pravo i nadležnost iz članka 10. Ugovora primjenjuju se na ovaj Aneks.

ČLANAK 7.

Ovaj Ugovor može se sklopiti u bilo kojem broju primjeraka i od strane svake Ugovorne strane na zasebnim primjercima, ali neće biti na snazi dok svaka Ugovorna strana ne sklopi barem jedan primjerak. Svaki primjerak, kada se sklopi, predstavlja original, ali svi primjerci zajedno tvore jedno te isto sredstvo.

(Slijedi potpisna stranica)

/nap. sud. tum.: nastavak na sljedećoj stranici, ostatak stranice prazan/

OVAKO UGOVORENO i potpisano u Vlissingen, 15. studenog 2021. godine .

DJV GRUPA d.o.o.

/potpis nečitljiv/

Od: Tomislav Debeljak
Funkcija: Predsjednik uprave

Tomislav Debeljak, jamac

/potpis nečitljiv/

POLARIS EXPEDITIONS INC.

/potpis nečitljiv/

Od: Tomislav Debeljak
Funkcija: Direktor

WIJGE HOLDING B.V.

/potpis nečitljiv/

Od: G. W. A. H. van Gessel
Funkcija: jedini direktor

Kraj prijevoda s engleskog jezika

Ja, Hana Ivana Breitenfeld, mag. iur. iz Zagreba, stalni sudski tumač za engleski i njemački jezik, imenovana rješenjem predsjednika Županijskog suda u Zagrebu, broj 4 Su-1201/2020 od 10. svibnja 2021. godine, potvrđujem da gornji prijevod u potpunosti odgovara svojem izvorniku, sastavljenom na engleskom jeziku.

Zagreb, 20. svibnja 2022. godine
Broj ovjere: 76/2022

H. Breitenfeld

ADDENDUM NO. 4 to SHORT TERM LOAN AGREEMENT

Dated 5 January 2021

(hereinafter: Addendum)

between

WIJGE HOLDING B.V.,

as Lender

DIV GROUP Ltd.

as Borrower

MR DEBELJAK

as Guarantor

POLARIS EXPEDITIONS INC

as Polaris

15 Nov 2021

(2)

12

THE UNDERSIGNED:

- I. WIJGE HOLDING B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), duly incorporated and validly existing under the laws of the Netherlands, with registered office (*statutaire zetel*) in Vlissingen, the Netherlands, and its offices at Bellamypark 21, 4381 CG Vlissingen, the Netherlands, registered at the trade register of the Dutch Chamber of Commerce (the "Trade Register") under file number 22026385, (the 'Lender');
- II. DIV GROUP Ltd., company duly incorporated and existing under the laws of the Republic of Croatia, and having registered seat at Bobovica 10A, Samobor, Croatia, with a Croatian subject identification number (OIB) 33890755814 (the 'Borrower'); and
- III. MR DEBELJAK, born in Zagreb, Croatia, on 6th March 1975, currently residing at Vladimira Nazora 32, in Bregana, Samobor, Croatia, holder of a passport with number 173899609 ('Mr Debeljak');
- IV. POLARIS EXPEDITIONS INC., company duly incorporated and existing under the laws of Marshall Islands, and having seat at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands, with registration number 94597 ("Polaris").

The Lender, the Borrower, Mr Debeljak and Polaris are hereinafter collectively also referred to as: the 'Parties', each individually being a 'Party'.

WHEREAS:

- A. The Parties have executed Short Term loan Agreement on January 5, 2021, Addendum No. 1 on April 21, 2021, Addendum No. 2 on May 28, 2021 and Addendum No. 3 on October 13th, 2021 with respect to a loan granted by the Lender to the Borrower in the amount of EUR 4.000.000 (hereinafter: Agreement);
- B. The Parties are willing to amend the loan amount and maturity date.
- C. All initially capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement unless the context clearly indicates otherwise.

ADDENDUM

ARTICLE 1.

The Parties herewith mutually agree that Article 1. of the Agreement is hereby amended to read as follows:

(w)

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- 1.1 *Subject to the terms and conditions of this Agreement, the Lender grants a loan in the amount of EUR 5.500.000 (five million and five hundred thousand Euros) to the Borrower (the 'Loan').*
- 1.2 *The Lender has provided to the Borrower the amount of EUR 4.000.000 on Issue Date 1 and Issue Date 2 and third instalment of the Loan in the amount of EUR 1.500.000 the Lender shall provide to the Borrower within two (2) business days after the execution of Addendum No.4 (the Issue Date 3).*

ARTICLE 2.

The Parties herewith mutually agree that paragraph 2.1 of the Agreement is hereby amended to read as follows:

- 2.1 The rate of interest on the Loan is equal to 12 (twelve) per cent per annum as per the Issue Date 1 for first instalment of the Loan, Issue Date 2 for the second instalment of the Loan and Issue Date 3 for the third instalment of the Loan up to the date that the Loan has been fully repaid (the Interest).

ARTICLE 3.

The Parties herewith mutually agree that paragraph 3.1 of the Agreement is hereby amended to read as follows:

- 3.1 *The outstanding amount of the Loan, including accrued Interest and costs, will be (re)paid in full ultimately on 16 December 2021 (the 'Maturity Date').*

ARTICLE 4.

The Parties agree to amend in due course the Shipbuilding contract made between BRODOSPLIT JSC as builder and Polaris Expeditions Inc as buyer dated 28 December, 2017 (as amended from time to time) (the SBC) and the Bareboat Charter contract made between Polaris Expeditions Inc as Owners and Janssonius Scheepsreizen B.V. as Charterers dated 19 December 2018 (as amended from time to time) (the BBC) in a way that:

- a) New delivery date of NB 485 in SBC and in BBC shall be June 15, 2022 and from that moment shall the bareboat charter hire start.
- b) The compensation of € 500.000 from Article 2. of the Addendum No. 3 from BBC due at delivery is not valid anymore.

ARTICLE 5.

②

Except as expressly modified in this Addendum, the Agreement shall remain unmodified and in full force and effect. To the extent any of the provisions of this Addendum are inconsistent with any of the provisions set forth in the Agreement, the provisions of this Addendum shall govern and prevail.

ARTICLE 6.

Governing law and jurisdiction as in Article 10 of the Agreement shall be applicable to this Addendum.

ARTICLE 7.

This Addendum may be entered into any number of counterparts and by each of the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart, when executed, shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

(Signature page to follow)

Q 1

THUS AGREED and signed in Utrecht, on 15 Nov 2021.

DIV GROUP Ltd.

By: Tomislav Debeljak
Function: President of the Board

Tomislav Debeljak, Guarantor

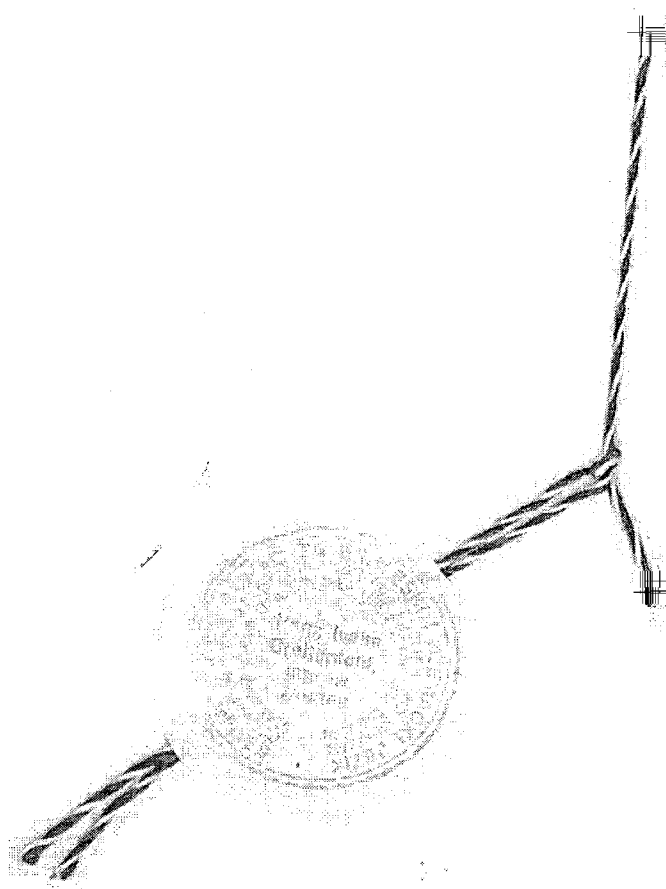
POLARIS EXPEDITIONS INC.

By: Tomislav Debeljak
Function: Director

WIJGE HOLDING B.V.



By: Mr. W.A.H. van Gessel
Function: sole statutory director



Ovaj prijevod sastoji se
od 4 stranice / 8 listova
Broj ovjere: 77/2022
Datum: 20. 05. 2022.

OVJERENI PRIJEVOD S ENGLESKOG JEZIKA

H. Breitenfeldt

ANEKS BR. 5. UGOVORU O KRATKOROČNOM ZAJMU

od 5. siječnja 2021. godine

(„Aneks“)

Između

WIJGE HOLDING B.V.
kao: Zajmodavac

DIV GRUPA d.o.o.
kao: Zajmoprimac

G. DEBELJAK
kao: Jamac

POLARIS EXPEDITIONS INC.
kao: Polaris

16. veljače 2022. godine

NIŽE POTPISANI:

- I. **WIJGE HOLDING**, društvo s ograničenom odgovornošću (*/besloten vennootschap met beperkte aansprakelijkheid/*), koje je osnovano i djeluje u skladu s pravom Nizozemske, sa sjedištem u (*/statutaire zetel/*) Vlissingen, Nizozemska, i poslovnom adresom Bellamypark 21, 4381 CG Vlissingen, Nizozemska, upisano u trgovački registar nizozemske gospodarske komore („Trgovački registar“) pod brojem 22026385 („**Zajmodavac**“);
- II. **DIV GRUPA d.o.o.**, društvo koje je osnovano i djeluje u skladu s pravom Hrvatske, sa sjedištem u Bobovica 10A, Samobor, Hrvatska, s hrvatskim osobnim identifikacijskim brojem (OIB): 33890755814 („**Zajmoprimac**“); i
- III. **G: DEBELJAK**, rođen u Zagrebu, Hrvatska, 6. ožujka 1975., s prebivalištem u Vladimira Nazora 32, Bregana, Samobor, Hrvatska, broj putovnice: 173899609 („**g. Debeljak**“);
- IV. **POLARIS EXPEDITIONS INC.**, društvo s ograničenom odgovornošću koje je osnovano i djeluje u skladu s pravom Maršalovih otoka, sa sjedištem u Trust Company Complex, Ajeltake Road, Ajeltake Island, majuro, Maršalovi otoci, s registracijskim brojem 94597 („**POLARIS EXPEDITIONS INC.**“); i

Zajmodavac, Zajmoprimac i g. Debeljak dalje u tekstu zajedno „**Ugovorne strane**“, a svaki zasebno „**Ugovorna strana**“.

BUDUĆI DA:

- A. su Ugovorne strane sklopile Ugovor o kratkoročnom zajmu 5. siječnja 2021. godine, Aneks br. 1 21. travnja 2021. godine, Aneks br. 2 28. svibnja 2021. godine, Aneks br. 3 13. listopada 2021. godine i Aneks br. 4 15. studenog 2021. godine glede Zajma kojeg je Zajmodavac dao Zajmoprimcu zajam u iznosu od EUR 4.000.000 („**Ugovor**“);
- B. Ugovorne strane su voljne izmijeniti datum dospelja;
- C. Svi ostali pojmovi napisani velikim slovom imat će značenje koje im je dano u Ugovoru, osim ako iz konteksta očito ne proizlazi drugačije.

ANEKS

ČLANAK 1.

Ugovorne strane ovime suglasno ugovaraju da se stavak 3.1. Ugovora mijenja kako slijedi:

- 3.1. *Nepodmireni iznos Zajma, uključujući obračunate kamate i troškove, biti će plaćen u cijelosti najkasnije 15. srpnja 2022. godine („Datum dospijeća“).*

ČLANAK 2.

Osim ako je tako izričito uređeno ovim Aneksom, Ugovor ostaje na snazi neizmijenjen i u punoj snazi. U slučaju nesuglasnosti između odredaba ovog Aneksa i Ugovora, prevladat će odredbe ovog Aneksa.

ČLANAK 3.

Mjerodavno pravo i nadležnost iz članka 10. Ugovora primjenjuju se na ovaj Aneks.

ČLANAK 4.

Ovaj Ugovor može se sklopiti u bilo kojem broju primjeraka i od strane svake Ugovorne strane na zasebnim primjercima, ali neće biti na snazi dok svaka Ugovorna strana ne sklopi barem jedan primjerak. Svaki primjerak, kada se sklopi, predstavlja original, ali svi primjerci zajedno tvore jedno te isto sredstvo.

(Slijedi potpisna stranica)

/nap. sud. tum.: nastavak na sljedećoj stranici, ostatak stranice prazan/

OVAKO UGOVORENO i potpisano u Splitu, 16. veljače 2021. godine

DIV GRUPA d.o.o.

/potpis nečitljiv/

Od: Tomislav Debeljak
Funkcija: Predsjednik uprave

Tomislav Debeljak, jamac

/potpis nečitljiv/

WIJGE HOLDING B.V.

/potpis nečitljiv/

Od: G. W. A. H. van Gessel
Funkcija: jedini direktor

POLARIS EXPEDITIONS INC.

/potpis nečitljiv/

Od: Tomislav Debeljak
Funkcija: Direktor

Kraj prijevoda s engleskog jezika

Ja, Hana Ivana Breitenfeld, mag. iur. iz Zagreba, stalni sudski tumač za engleski i njemački jezik, imenovana rješenjem predsjednika Županijskog suda u Zagrebu, broj 4 Su-1201/2020 od 10. svibnja 2021. godine, potvrđujem da gornji prijevod u potpunosti odgovara svojem izvorniku, sastavljenom na engleskom jeziku.

Zagreb, 20. svibnja 2022. godine
Broj ovjere: 77/2022

H. Breitenfeld

ADDENDUM NO. 5 to SHORT TERM LOAN AGREEMENT

Dated 5 January 2021

(hereinafter: Addendum)

between

WIJGE HOLDING B.V.,

as Lender

DIV GROUP Ltd.

as Borrower

MR DEBELJAK

as Guarantor

POLARIS EXPEDITIONS INC

as Polaris

16 Feb 2022

THE UNDERSIGNED:

- I. WIJGE HOLDING B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), duly incorporated and validly existing under the laws of the Netherlands, with registered office (*statuaire zetel*) in Vlissingen, the Netherlands, and its offices at Bellamypark 21, 4381 CG Vlissingen, the Netherlands, registered at the trade register of the Dutch Chamber of Commerce (the "Trade Register") under file number 22026385, (the 'Lender');
- II. DIV GROUP Ltd., company duly incorporated and existing under the laws of the Republic of Croatia, and having registered seat at Bobovica 10A, Samobor, Croatia, with a Croatian subject identification number (OIB) 33890755814 (the 'Borrower'); and
- III. MR DEBELJAK, born in Zagreb, Croatia, on 6th March 1975, currently residing at Vladimira Nazora 32, in Bregana, Samobor, Croatia, holder of a passport with number 173899609 ('Mr Debeljak');
- IV. POLARIS EXPEDITIONS INC., company duly incorporated and existing under the laws of Marshall Islands, and having seat at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands, with registration number 94597 ("Polaris").

The Lender, the Borrower, Mr Debeljak and Polaris are hereinafter collectively also referred to as: the 'Parties', each individually being a 'Party'.

WHEREAS:

- A. The Parties have executed Short Term loan Agreement on January 5, 2021, Addendum No. 1 on April 21, 2021, Addendum No. 2 on May 28, 2021, Addendum No. 3 on October 13th, 2021 and Addendum 4 on November 15, 2021 with respect to a loan granted by the Lender to the Borrower in the amount of EUR 5.500.000 (hereinafter: Agreement);
- B. The Parties are willing to amend the loan maturity date.
- C. All initially capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement unless the context clearly indicates otherwise.

ADDENDUM

ARTICLE 1.

The Parties herewith mutually agree that paragraph 3.1 of the Agreement is hereby amended to read as follows:

3.1 *The outstanding amount of the Loan, including accrued interest and costs, will be (re)paid in full ultimately on June 15, 2022 (the 'Maturity Date').*

ARTICLE 2.

Except as expressly modified in this Addendum, the Agreement shall remain unmodified and in full force and effect. To the extent any of the provisions of this Addendum are inconsistent with any of the provisions set forth in the Agreement, the provisions of this Addendum shall govern and prevail.

ARTICLE 3.

Governing law and jurisdiction as in Article 10 of the Agreement shall be applicable to this Addendum.

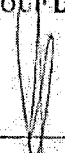
ARTICLE 4.

This Addendum may be entered into any number of counterparts and by each of the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart, when executed, shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

(Signature page to follow)

THUS AGREED and signed in Split, on Feb 16th 2021:

DIV GROUP Ltd.


By: Tomislav Debeljak
Function: President of the Board

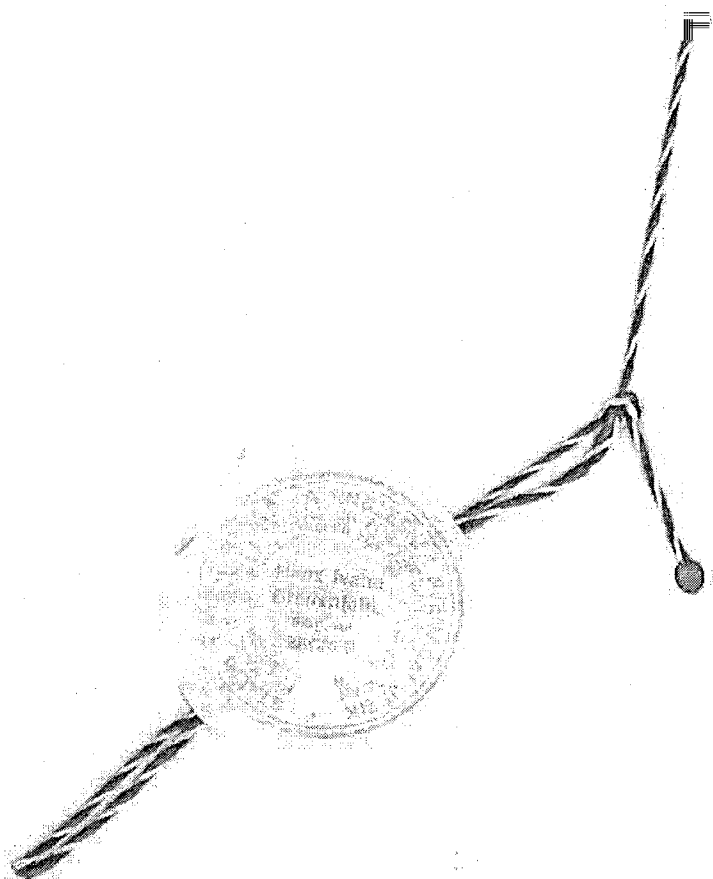
WIJGE HOLDING B.V.


By: Mr. W.A.H. van Gessel
Function: sole statutory director

Tomislav Debeljak, Guarantor


POLARIS EXPEDITIONS INC.


By: Tomislav Debeljak
Function: Director





In Croatia, 14 October 2021

COMFORT LETTER

We, DIV GRUPA d.o.o., address: Samobor, Croatia, Bobovica 10/A, registration number: 080127368, hereby confirm:

- to be willing to sign an addendum to SHORT TERM LOAN AGREEMENT signed between WIJGE HOLDING B.V. as the Borrower and BIS d.d. as the Lender signed on January 5, 2021 as amended from time to time (hereinafter: the Loan) whereas DIV GRUPA d.o.o. shall take over the place of BIS d.d. as the Lender
- that primary source of funds for the Loan repayment shall be Facility agreement with VTB BANK (EUROPE) SE
- that secondary source of funds for the Loan repayment shall be COVID loans as DIV GRUPA d.o.o. is currently in several negotiations and is expecting to finalize adequate amount during November 2021
- that third source of funds for the Loan repayment shall be 8 mil. € unrestricted cash income on delivery of newbuild 485 "the Janssonius"
- in any case the amount of the Loan including Interests will be due on April 15, 2022.

On behalf of DIV GROUP d.o.o.

Tomislav Debeljak
CEO



Ovaj prijevod sastoji se
od 1 stranice / 2 lista
Broj ovjere: 78/2022
Datum: 20. 05. 2022.

OVJERENI PRIJEVOD S ENGLESKOG JEZIKA



/logo: DIV GRUPA/

WIJGE HOLDING B.V.
Bellamypark 21
4381 CG Vlissingen
Nizozemska
Broj u registru: 22026385

U Hrvatskoj, 14. listopada 2021. godine

PISMO NAMJERE

DIV GRUPA d.o.o., sa sjedištem u Bobovica 10A, Samobor, Hrvatska, matični broj subjekta 080127368, ovime potvrđuje:

- da je voljna potpisati aneks Ugovora o kratkoročnom zajmu od 5. siječnja 2021. godine, potpisanog između WIJGE HOLDING B.V. kao Zajmodavca i BIS d.d. kao Zajmoprimca, kako je izmijenjen („Zajam“), u kojemu će DIV GRUPA d.o.o. stupiti na mjesto Zajmoprimca BIS d.d.
- da će primarni izvor sredstava za povrat Zajma biti Ugovor o kreditu s VTB BANK (EUROPE) SE
- da će sekundarni izvor sredstava za povrat Zajma biti COVID zajmovi budući da je DIV GRUPA d.o.o. trenutno uključena u nekoliko pregovora te se očekuje da će osigurati primjerena sredstva u studenom 2021. godine
- da će tercijarni izvor sredstava za povrat Zajma biti neopterećeni novčani prihod na dostavu novogradnje 485 „the Janssonius“
- da će iznos Zajma, uključujući kamate, dospjeti na naplatu 15. travnja 2022. godine.

Za DIV GRUPA d.o.o.

/potpis nečitljiv/

Tomislav Debeljak
Predsjednik uprave

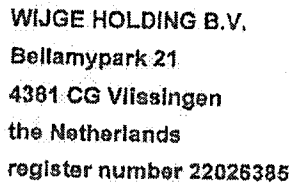
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Kraj prijevoda s engleskog jezika

Ja, Hana Ivana Breitenfeld, mag. iur. iz Zagreba, stalni sudski tumač za engleski i njemački jezik, imenovana rješenjem predsjednika Županijskog suda u Zagrebu, broj 4 Su-1201/2020 od 10. svibnja 2021. godine, potvrđujem da gornji prijevod u potpunosti odgovara svojem izvorniku, sastavljenom na engleskom jeziku.

Zagreb, 20. svibnja 2022. godine
Broj ovjere: 78/2022

H. Breitenfeld

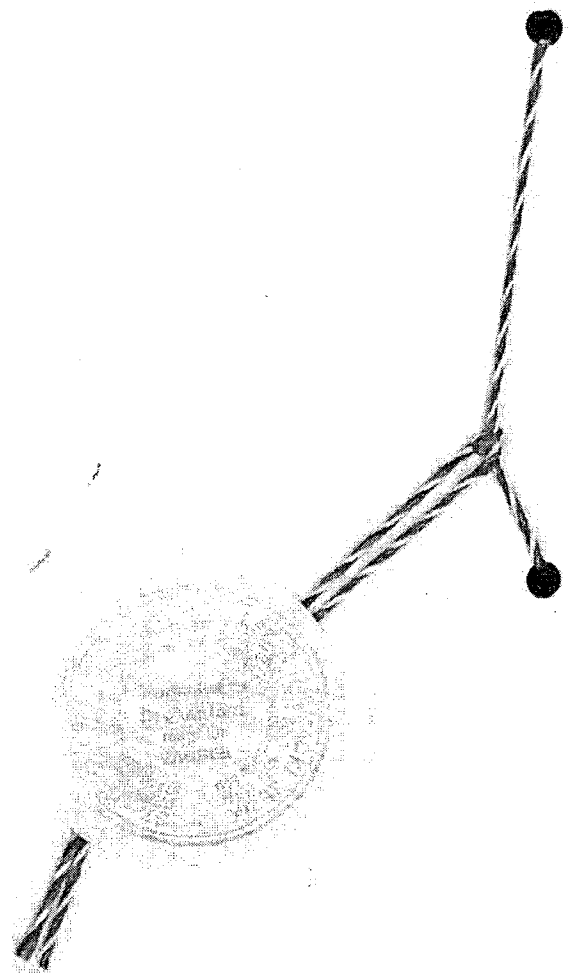


COMFORT LETTER

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Tomislav Debeljak
CEO





THIRD PRIORITY MORTGAGE AGREEMENT OVER THE VESSEL UNDER CONSTRUCTION "BRODOSPLIT 485"		UGOVOR O HIPOTECI TREĆEG REDA NA TERET BRODA U GRADNJI „BRODOSPLIT 485“
THIS THIRD PRIORITY MORTGAGE AGREEMENT OVER THE VESSEL UNDER CONSTRUCTION No. "BRODOSPLIT 485" has been made in Split, Republic of Croatia, on the 21st day of April 2021. BETWEEN: I. BRODOSPLIT JSC, a corporation organised and existing under the laws of the Republic of Croatia with its registered office at Put Supavla 21, 21000 Split, Croatia, PIN:18556905592 represented by Tomislav Debeljak, in a capacity of the mortgagor (hereinafter the "Mortgagor"), on one side; and II. WIJGE HOLDING B.V., a limited liability company organised and existing under the laws of the Netherlands with its registered address at Bellamypark 21, 4381 CG Vlissingen, the, PIN: 22909003712 represented by the director W.A.H. van Gessel, in a capacity of the mortgagee (hereinafter the "Mortgagee"), on other side. WHEREAS: A) The (i) Mortgagor, as the builder, entered into a building contract with Polaris Expeditions Inc. the Republic of the Marshall Islands with its registered address at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960 as the buyer (the "Buyer") dated 28nd December 2017 for construction and delivery of polar expedition cruise vessel presently registered in Ship registry in Harbour Masters Office in Split as ship under construction, designated as BRODOSPLIT 485 with national Identification Number (NIB) 268448 (hereinafter the "Vessel"); B) The (i) Mortgagee, as the lender, and (ii) Mortgagor, as the borrower,		OVAJ UGOVOR O HIPOTECI TREĆEG REDA NA TERET BRODA U GRADNJI br. „BRODOSPLIT 485“ sklopljen je u Splitu, Republika Hrvatska, dana 21. travnja 2021. godine. IZMEĐU: I. BRODOSPLIT d.d., društvo koje je osnovano i postoji po pravu Republike Hrvatske, sa sjedištem na adresi Put Supavla 21, 21000 Split, OIB: 18556905592, kojeg zastupa Tomislav Debeljak, u svojstvu hipotekarnog dužnika (u daljnjem tekstu "Hipotekarni dužnik"), s jedne strane; i II. WIJGE HOLDING B.V., društvo s ograničenom odgovornošću, osnovano po pravu Nizozemske, sa sjedištem na adresi Bellamypark 21, 4381 CG Vlissingen, Nizozemska OIB: 22909003712, kojeg zastupa direktor W.A.H. van Gessel, u svojstvu hipotekarnog vjerovnika (u daljnjem tekstu "Hipotekarni vjerovnik"), s druge strane; OBZIROM DA: A) (i) Hipotekarni dužnik, kao graditelj zaključio je dana 22. ožujka 2018. godine s društvom Polaris Expeditions Inc, Republika Maršalsko otočje, s registriranim sjedištem na adresi Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Maršalsko otočje MH96960, kao kupcem (dalje u tekstu "Kupac") ugovor o gradnji i isporuci broda za polarna krstarenja, trenutno registriran u Upisnika brodova pri Lučkoj kapetaniji u Splitu kao brod u gradnji, oznake BRODOSPLIT 485, Nacionalni identifikacijski broj (NIB) 268448 (u daljnjem tekstu "Brod"); B) (i) Hipotekarni vjerovnik, kao zajmodavac, i (ii) Hipotekarni dužnik, kao

entered into the Short term Loan agreement dated 5th January 2021 (as amended with Addendum No.1 on 21st April 2021 (hereinafter the "Loan Agreement"), pursuant to which the Mortgagee granted a loan to the Mortgagor up to the maximal amount of 4.000.000,00 (Four Million Euro) (hereinafter: the Loan) for the purpose of assisting the Mortgagor to finance the construction and delivery of the Vessel (hereinafter the "Loan") on terms and conditions as set out therein;

C) Pursuant to the Loan Agreement, the interests shall accrue on the Loan at a rate of 12% per annum;

D) Pursuant to the Loan Agreement, the Mortgagor shall repay the Loan ultimately on 30 May 2021;

E) As a security for the repayment of all sums of money and the observance of, performance and compliance with all of the covenants, terms and conditions of the Loan Agreement, the Mortgagor has agreed to sign this Third Priority Mortgage Agreement (the "Mortgage Agreement") and to create the third priority mortgage over the Vessel in favour of the Mortgagee;

F) The Mortgagor warrants that it is duly authorized to in accordance with its articles of association mortgage the Vessel in favour of the Mortgagee, as a security for repayment of all liabilities arising out of the Loan Agreement;

G) The Vessel is encumbered by the First Rank Mortgage for the maximum amount of 32.000.000,00 (thirty two million euro) plus interests and expenses (hereinafter: the "First Rank Mortgage"), registered in favour of the REPUBLIC OF CROATIA, MINISTRY OF FINANCE, Zagreb, Katančičeva 5;

H) The Vessel is encumbered by the Second Rank Mortgage for the maximum amount of 43.000.000,00 (fourty three million euro), (hereinafter: the "Second Rank

zajmoprimac, sklopili su ugovor o zajmu od 5. siječnja 2021. godine (izmijenjen Dodatak br. 1 dana 21st travnja 2021. (dalje u tekstu „Ugovor o zajmu“), temeljem kojega je Hipotekarni vjerovnik odobrio zajam Hipotekarnom dužniku u iznosu do najviše 4.000.000,00 (četiri milijuna Eura) (dalje u tekstu: Zajam) u svrhu potpore financiranja izgradnje Broda u gradnji (u daljnjem tekstu „Zajam“), sukladno uvjetima i odredbama kako su tamo ugovorene.

C) Sukladno odredbama Ugovora o zajmu, na Zajam se obračunavaju kamate u iznosu od 12% godišnje;

D) Sukladno odredbama Ugovora o zajmu, Hipotekarni dužnik će otplatiti Zajam ne kasnije od 30. svibnja 2021. godine;

E) Radi osiguranja naplate svih iznosa novca te poštivanje, izvršavanje i pridržavanja svih obveza, odredaba i uvjeta Ugovora o zajmu, Hipotekarni dužnik je pristao potpisati ovaj Ugovor o hipoteci trećeg reda („Ugovor o hipoteci“) i zasnovati hipoteku trećeg reda na teret Broda u korist Hipotekarnog vjerovnika;

F) Hipotekarni dužnik jamči da je u skladu sa svojim statutom ovlašten zasnovati hipoteku na Brodu u korist Hipotekarnog vjerovnika, radi osiguranja naplate svih tražbina proizašlih iz Ugovora o zajmu.

G) Brod je opterećen Hipotekom prvog reda do najvećeg iznosa od 32.000.000,00 EUR (trideset i dva milijuna eura) uvećano za pripadajuće kamate i troškove, (dalje u tekstu „Hipoteka prvog reda“), uknjižena u korist REPUBLIKE HRVATSKE, MINISTARSTVO FINACIJA, Zagreb, Katančičeva 5;

H) Brod je opterećen Hipotekom drugog reda do najvećeg iznosa od 43.000.000,00 EUR (četrdeset i tri milijuna eura), (dalje u tekstu „Hipoteka drugog reda“), uknjižena u korist VTB BANK (EUROPE) SE,

Mortgage"), registered in favour of the VTB BANK (EUROPE) SE, Rusterstrasse 7-9, 60325 Frankfurt, Germany.

NOW BY THIS THIRD PRIORITY MORTGAGE AGREEMENT OVER THE VESSEL IS AGREED AS FOLLOWS:

1. MORTGAGE

1.1. In order to secure repayment of the Loan and the observance of, performance and compliance with all of the covenants, terms and conditions of the Loan Agreement and this Mortgage Agreement, the Mortgagor agreed and hereby irrevocably grants to the Mortgagee the Third Priority Mortgage over the Vessel for the maximal amount of 4.000.000,00 EUR (four Million Euro), plus interest, fees, currency fluctuations, costs, expenses and all other obligations under the Loan Agreement and/ or Mortgage Agreement (hereinafter the "Third Priority Mortgage").

1.2. By signing and proper execution of this Mortgage Agreement, the Mortgagor irrevocably authorizes the Mortgagee to apply for and to achieve registration of the Third Priority Mortgage over the Vessel, designation „BRODOSPLIT 485" NIB: 268448, registered in the Croatian Registry of Vessels for the maximal amount of 4.000.000,00EUR (Four Million Euro), plus interest, fees, costs, expenses and all other obligations under the Loan Agreement and/or Mortgage Agreement.

3. COVENANTS OF THE MORTGAGOR

3.1. The Mortgagor and the Mortgagee hereby agree that it is intended that the Third Priority Mortgage created by this Mortgage Agreement shall cover the Vessel, as well as all her belongings and appurtenances, already installed or to be installed, whether on board or ashore and whether now owned or hereafter acquired and also any and all additions,

Rusterstrasse 7-9, 60325 Frankfurt, Njemačka.

STOGA JE OVIM UGOVOROM O HIPOTECI TREĆEG REDA NA TERET BRODA UGOVORENO KAKO SLIJEDI:

1. HIPOTEKA

1.1. Radi osiguranja naplate Zajma, te poštivanje, izvršavanje i pridržavanja svih obveza, odredaba i uvjeta Ugovora o zajmu i ovog Ugovora o hipoteci, Hipotekarni dužnik je suglasan i ovime neopozivo dopušta Hipotekarnom vjerovniku zasnivanje Hipoteke trećeg reda na teret Broda do najvećeg iznosa od 4.000.000,00EUR (četiri Milijuna Eura), uvećano za kamate, naknade, tečajne razlike, pristojbe, troškove i sve ostale obveze prema Ugovoru o zajmu i/ili Ugovoru o hipoteci (dalje u tekstu „Hipoteka trećeg reda").

1.2. Potpisom i urednom ovjerom ovog Ugovora o hipoteci, Hipotekarni dužnik neopozivo ovlašćuje Hipotekarnog vjerovnika da zatraži i ishodi uknjižbu Hipoteke trećeg reda na Brodu, oznake „BRODOSPLIT 485", NIB: 268448, upisanog u Hrvatskom upisniku brodova do najvećeg iznosa od 4.000.000,00EUR (četiri Milijuna Eura), uvećano za kamate, naknade, pristojbe, troškove i sve ostale obveze prema Ugovoru o zajmu i/ili Ugovoru o hipoteci.

3. OBVEZE HIPOTEKARNOG DUŽNIKA

3.1. Hipotekarni dužnik i Hipotekarni vjerovnik su suglasni kako je namjera da se Hipoteka trećeg reda temeljem ovog Ugovora o hipoteci proteže na Brod, kao i sve njegove stvari i pripatke, već ugrađene ili koji se imaju ugraditi, bilo da su na brodu ili na obali i bilo da su sada u vlasništvu ili naknadno stečeni i također svake i sve dodatke, poboljšanja i zamjene učinjene u ili na Brodu, njegovim

improvements or replacements made in or to the Vessel, her parts, equipment belongings and/or appurtenances aforesaid.

3.2. The Mortgagor and the Mortgagee hereby agree that this Third Priority Mortgage extends also over the claims for the compensation of damages for yet un-repaired material damage suffered by the Vessel, as well as over the claims for general average, if they are arising out of yet un-repaired material damage on the Vessel.

3.3. While this Third Priority Mortgage is registered over the Vessel, the Mortgagor undertakes not to sell the Vessel and not to permit any mortgage or other charge to be applied over the Vessel, including maritime lien charges unless the Mortgagee shall have first given its written consent thereto.

3.4. While this Third Priority Mortgage is registered over the Vessel, the Mortgagor undertakes to maintain the Vessel registered in the Croatian Registry of Vessels.

4. EVENTS OF DEFAULT

4.1. There shall be an event of default if and when is recorded:

4.1.1. Any default and/or breach under the terms of this Mortgage Agreement which is continuing; or

4.1.2. Any of the Events of Default set out in the Article 4 of the Loan Agreement and/or breach under the terms of the Loan Agreement which is continuing; (hereinafter the "Event of Default").

5. POWERS OF THE MORTGAGEE ON EVENT OF DEFAULT

5.1. While this Third Priority Mortgage is registered over the Vessel, the Mortgagee is entitled, without prejudice of other rights vested in him, at any time after the happening of the Event of Default, by written notice to the Mortgagor declare the Loan secured by

dijelovima, opremi, stvarima i/ili navedenim pripadcima.

3.2. Hipotekarni dužnik i Hipotekarni vjerovnik ovime ugovaraju da se ova Hipoteka trećeg reda na Brodu proteže i na tražbine po osnovi naknade štete za još nepopravljena materijalna oštećenja koje je Brod pretrpio, kao i na tražbine po osnovi zajedničke havarije, ako se one odnose na još nepopravljena materijalna oštećenja Broda.

3.3. Dok je ova Hipoteka trećeg reda uknjižena na teret Broda, Hipotekarni dužnik se obvezuje da neće prodati Brod, niti će dopustiti zasnivanje bilo koje hipoteke ili drugog tereta na Brodu, uključujući i tražbine osigurane pomorskim privilegijama, osim ukoliko to prethodno pismeno ne dopusti Hipotekarni vjerovnik.

3.4. Dok je ova Hipoteka trećeg reda uknjižena na teret Broda, Hipotekarni dužnik se obvezuje da će Brod ostati upisan u Hrvatskom upisniku brodova.

4. SLUČAJ PROPUSTA

4.1. Smatrat će se slučaj propusta kada i ako se dogodi:

4.1.1. Bilo koji propust i/ili kršenje odredbi i uvjeta ovog Ugovora o hipoteci koji traje; ili

4.1.2. Bilo koji od Slučajeva Propustakako je određeno člankom 4 Ugovora o Zajmu i/ili kršenje odredbi i uvjeta Ugovora o Zajmu koji traje; (u daljnjem tekstu "Slučaj propusta").

5. OVLAŠTENJA HIPOTEKARNOG VJEROVNIKA U SLUČAJU PROPUSTA

5.1. Dok je ova Hipoteka trećeg reda uknjižena na teret Broda, Hipotekarni vjerovnik može, bez prejudiciranja drugih prava koja mu pripadaju, u bilo koje vrijeme nakon što se dogodi Slučaj propusta, temeljem pisane obavijesti Hipotekarnom dužniku proglasiti Zajam osiguranu ovim Ugovorom o hipoteci

this Mortgage Agreement due and payable immediately, in which case the Mortgagee shall be entitled to apply for and achieve enforcement of all or any of the rights, powers and remedies possessed by it as the Mortgagee of the Vessel, whether by law, by virtue of this Mortgage Agreement or otherwise and in particular; 5.1.1. to sell the Vessel through the court sale or out-of-court sale and at such place and upon such terms as the Mortgagee in its absolute discretion may determine; 5.1.2. to take possession of the Vessel; 5.1.3. to discharge, compound, or compromise any claim against the Mortgagor in respect of the Vessel which have given or may give rise to any charge or lien on the Vessel, or which are or may be enforceable against the Vessel; 5.1.4. to enforce all rights, powers and remedies given to the Mortgagee by the provisions of laws of Croatia and/or any laws of any place where the Vessel may be; 5.1.5. to recover from the Mortgagor all expenses paid or recovered by the Mortgagee in connection with the enforcement or settlement of the Loan. 5.2. The Mortgagor hereby agrees that in the Event of Default the Mortgagee is entitled to recover the Loan from the Vessel secured by this Third Priority Mortgage, including, without limitation, to take possession of the Vessel and on condition that taking possession does not prevent the Mortgagee to recover its claim from the value of the Vessel which may be recovered by a court sale of the Vessel and/or out-of-court sale of the Vessel. 5.3. The Mortgagor hereby irrevocably represents and agrees that in the case of the Event of Default, the Mortgagee is entitled under this Mortgage Agreement to directly enforce the Third Priority	dospjelom i plativom odmah, u kojem slučaju će Hipotekarni vjerovnik biti ovlašten zatražiti i provesti ovrhu svih ili bilo kojeg prava, ovlaštenja ili pravnog sredstva koja mu pripadaju kao Hipotekarnom vjerovniku Broda, bilo temeljem zakona, temeljem ovog Ugovora o hipoteci ili na bilo koji drugi način, a naročito: 5.1.1. prodati Brod putem sudske ili izvansudske prodaje, na takvom mjestu i pod takvim uvjetima koje Hipotekarni vjerovnik u svojoj potpunoj diskreciji odredi; 5.1.2. preuzeti Brod u posjed; 5.1.3. otpustiti, podmiriti, ili nagoditi bilo koju tražbinu prema Hipotekarnom dužniku u odnosu na Brod koja je prouzročila ili može prouzročiti bilo koji teret ili privilegij na Brodu, ili koja je ili može biti izvršena na Brodu; 5.1.4. provesti ovrhu svih prava, ovlaštenja i pravnih sredstava koje Hipotekarni vjerovnik ima temeljem hrvatskog prava i/ili prava bilo kojeg mjesta gdje se Brod nalazi; 5.1.5. naplatiti od Hipotekarnog dužnika sve troškove koje je Hipotekarni vjerovnik platio ili naknadio u svezi sa provedbom ovrhe ili namirenjem Zajma. 5.2. Hipotekarni dužnik je suglasan da je u Slučaju propusta Hipotekarni vjerovnik ovlašten ostvariti naplatu Zajma od Broda osigurane ovom Hipotekom trećeg reda, uključujući, ali bez ograničenja, pravo da preuzme Brod u posjed pod uvjetom da preuzimanje u posjed Broda ne sprječava Hipotekarnog vjerovnika da namiri svoju tražbinu iz vrijednosti Broda koja se može ostvariti sudskom prodajom i/ili izvansudskom prodajom Broda. 5.3. Hipotekarni dužnik ovime neopozivo izjavljuje i daje suglasnost da u Slučaju propusta Hipotekarni vjerovnik može izravno temeljem ovog Ugovora o hipoteci provesti ovrhu Hipoteke trećeg
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Mortgage over the Vessel, in order to achieve recovery of the Loan from the purchase price of the Vessel achieved through the court sale of the Vessel under Construction and/or out-of-court sale of the Vessel and/or taking possession of the Vessel. 5.4. The Mortgagor hereby irrevocably represents its consent and agrees that excerpt from the Mortgagee's books represents valid evidence on maturity and amount of the Loan secured by the Third Priority Mortgage over the Vessel.	reda na teret Broda, kako bi namirio svoj Zajam iz prodajne cijene Broda ostvarene sudskom prodajom Broda i/ili izvansudskom prodajom Broda i/ili uzimanjem Broda u posjed. 5.4. Hipotekarni dužnik ovime neopozivo izjavljuje suglasnost i prihvaća da izvadak iz poslovnih knjiga Hipotekarnog vjerovnika predstavlja valjan dokaz o dospelju i iznosu Zajma osigurane Hipotekom trećeg reda na teret Broda.
6. OTHER PROVISIONS 6.1. If any provision in this Mortgage Agreement becomes invalid or unenforceable under any applicable law, such provision shall not have effect on other provisions of this Mortgage Agreement, and this Mortgage Agreement remains in full force and effect, and the Mortgagor and Mortgagee agree to replace the invalid or unenforceable provision with valid, which shall at the maximum extent ensure the purpose on which the invalid provision was aimed. 6.2. In the event of any inconsistency between the original wording of this Mortgage Agreement on English language and any translation into any other language inclusive translation into Croatian language, the English text shall prevail and be applicable.	6. OSTALE ODREDBE 6.1. Ako neka odredba ovog Ugovora o hipoteci postane ništetna ili neprovediva prema bilo kojem mjerodavnom pravu, takva odredba neće imati učinka na ostale odredbe ovog Ugovora o hipoteci, te ovaj Ugovor o hipoteci ostaje valjan i na snazi, s time da se Hipotekarni dužnik i Hipotekarni vjerovnik obvezuju da će ništetnu ili neprovedivu odredbu zamijeniti valjanom, koja će u najvećoj mogućoj mjeri omogućiti ostvarivanje cilja koji se htio postići odredbom za koju je utvrđeno da je ništetna. 6.2. U slučaju bilo kakvog nesuglasja između izvornog teksta ovog Ugovora o hipoteci na hrvatskom jeziku i bilo kojeg prijevoda na bilo koji drugi jezik, tekst na uključujući i na engleski jezik, tekst na engleskom jeziku će prevladati i biti mjerodavan.
7. NOTICES 7.1. Every notice, request, demand or other communication under this Mortgage Agreement or shall be submitted as per Article 8 of the Loan Agreement.	7. OBAVIJESTI 7.1. Svaka obavijest, traženje, zahtjev ili druga poruka prema ovom Ugovoru o hipoteci bit će podnesena u skladu s člankom 8. Ugovora o zajmu.
8. GOVERNING LAW AND JURISDICTION 8.1. This Mortgage Agreement is governed by the laws of the Republic of	8. MJERODAVNO PRAVO I NADLEŽNOST 8.1. Za ovaj Ugovor o hipoteci mjerodavno je pravo Republike Hrvatske, a Hipotekarni dužnik je suglasan da se sve

Croatia and the Mortgagor agrees all the provisions thereof benefiting the Mortgagee shall be deemed as being contained herein and as being expressly agreed by the parties hereto.

8.2. The contracting parties agree that any dispute arising out of or in connection with this Mortgage Agreement shall be referred to the Commercial Court in Split, Republic of Croatia, but reference and acceptance of jurisdiction of the Commercial Court in Split, Republic of Croatia, neither prevents nor limits the Mortgagee to commence any procedure before courts having jurisdiction over the port or place where the Vessel under Construction may be located.

This Mortgage Agreement has been executed in 5 (five) identical counterparts of which the Mortgagee keeps 2 (two) counterparts, the Mortgagor keeps 2 (two) counterparts, and the Notary Public 1 (one) counterpart.

zakonske odredbe koje su na korist Hipotekarnom vjerovniku smatraju sastavnim dijelom ovog Ugovora o hipoteci izricito ugovorenima izmedu ugovornih stranaka;

8.2. Ugovorne stranke ugovaraju da će za rješavanje bilo kojeg spora koji proizide iz ili u svezi ovog Ugovora o hipoteci biti nadležan Trgovački sud u Splitu, Republika Hrvatska, ali ugovaranje i prihvatanje nadležnosti Trgovačkog suda u Splitu, Republika Hrvatska, ne sprječava niti ograničava pravo Hipotekarnog vjerovnika da pokrene bilo kakav postupak pred sudom nadležnim prema luci ili mjestu gdje se Brod u gradnji nalazi;

Ovaj Ugovor o hipoteci sastavljen je u 5 (pet) istovjetnih primjeraka od kojih Hipotekarni vjerovnik zadržava 2 (dva) primjerka, Hipotekarni dužnik zadržava 2 (dva) primjerka, a javni bilježnik 1 (jedan) primjerak.

For and on behalf of the Mortgagor:
Za i u ime Hipotekarnog dužnika:

BRODOSPLIT JSC

For and on behalf of the Mortgagee:
Za i u ime Hipotekarnog vjerovnika:

WIJGE HOLDING B.V.

Tomislav Čorak

Board Member

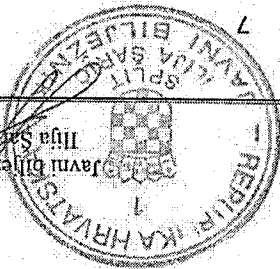
attorney-in-fact / punomoćnik

Ja, javni bilježnik Ilija Sartić, Split, Hrvatske bratske zajednice 3a, potvrđujem da je stranka:

TOMISLAV ČORAK, OIB 20401089046, ZAGREB, GORENCI 24, kao član uprave BRODOGRABEVNA INDUSTRIJA SPLIT, dioničko društvo, MBS 060175040, OIB 18556905592, Split, PUT SUPAVIA 21, u mojoj nazočnosti priznala popis na pismenu kao svoj. Popis na pismenu je istinit. Istovjetnost podnositelja pismena utvrdio sam temeljem osobne iskaznice br. 111421837 PU Zagrebačka, ovlaštenje za zastupanje utvrđeno je uvidom u sudski registar elektronskim putem na današnji dan.

Javnobilježnička pristojba za ovjeru po tar. br. 11. st. 4. ZJP naplaćena u iznosu 10,00 kn. Javnobilježnička nagrada po čl. 19. st. 1. PPJT zaračunata u iznosu od 30,00 kn uvećana za PDV u iznosu od 7,50 kn.

Broj: OV-2238/2021
Split, 07.05.2021.



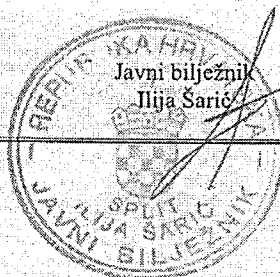
Ja, javni bilježnik **Ilija Šarić**, Split, Hrvatske bratske zajednice 3a,
potvrđujem da je ovo preslika izvorne isprave nakon ovjere potpisa:

**UGOVOR O HIPOTECI TREĆEG REDA NA TERET BRODA U GRADNJI „BRODOSPLIT
485 " - ovjerena pod brojem OV-2238/2021 dana 07.05.2021.**

Isprava čija se preslika ovjerava sastoji se od 7 stranica i ovjerava se u 2 primjerka. Podnositelj isprave je **TOMISLAV ČORAK**, OIB 20401089046, **ZAGREB, GORENCI 24**, kao član uprave **BRODOGRAĐEVNA INDUSTRIJA SPLIT**, dioničko društvo, MBS 060175040, OIB 18556905592, Split, PUT SUPAVLA 21, čiju sam istovjetnost utvrdio uvidom u osobnu iskaznicu br. 111421837 PU Zagrebačka, ovlaštenje za zastupanje utvrđeno je uvidom u sudski registar elektronskim putem na današnji dan.

Javnobilježnička pristojba za ovjeru po tar. br. 11. st. 1. ZJP naplaćena u iznosu 19,00 kn.
Javnobilježnička nagrada po čl. 19. st. 2. PPJT zaračunata u iznosu od 20,00 kn uvećana za PDV u iznosu od 5,00 kn.

Broj: OV-2239/2021
Split, 07.05.2021.





KLASA / Class: 342-11/25-03/990
URBROJ / Ref. No: 530-04-25-2



P/9032954

IZVADAK IZ UPISNIKA BRODOVA
EXCERPT FROM THE REGISTER OF SHIPS

Uložak broj / Entry number: 268448
Vrsta izvataka / Excerpt type: Izvadak na dan / Extract on a day
Stanje na dan / State on: 17. lipnja 2025.
Neriješeni postupci za upis u uložak (plombe) / Unsolved procedures: -

LIST A / SHEET A

Vrsta pomorskog objekta / Type of maritime object: Brod, u gradnji / Ship, under construction
Status upisa / Entry status: Upisan / Inscribed
Ime / Name: BRODOSPLIT 485
Nacionalni identifikacijski broj (NIB) / National ID number (NIB): 268448
Oznaka / Designation: -
Luka upisa / Port of registry: SPLIT
Materijal gradnje / Construction material: Čelik / Steel
Posebna svojstva / Special properties: -
CFR broj / CFR number: -
Tip plovila / Vessel type: Brod
Vrsta plovila / Vessel category: Putnički brod za turistička krstarenja
Ukupni broj putnika / Total number of passengers: -
IMO broj / IMO Number: 9896191
Bruto tonaža / Gross tonnage: 6.603,00
Neto tonaža / Net tonnage: 2.057,00
Pozivni znak / Call sign: -
MMSI broj / MMSI number: -
Duljina preko svega (m) / Length (m): 108,60
Širina (m) / Breadth (m): 17,60
Visina(m) / Depth (m): 10,37
Država gradnje / Country of built: Hrvatska / Croatia
Mjesto gradnje / Place of built: Split
Naziv brodogradilišta / Shipyard of built: BRODOGRAĐEVNA INDUSTRIJA SPLIT d.d., Split
Godina gradnje / Year of built: -.
Gaz na ljetnoj teretnoj liniji (mm) / Summer draft (mm): 5,30
Gaz (m) / Draft (m): -
Nosivost na ljetnoj teretnoj liniji (t) / Summer Deadweight tonnage: -
Nadvođe na ljetnoj teretnoj liniji (mm) / Summer freebord (mm): -
Nabavna vrijednost / Purchase value: -
Valuta / Currency -
Datum prvog upisa / Date of first registration: 04. 06. 2020. / 04. 06. 2020.
Oznaka automatizacije / Automatization: -
Podaci o prethodnom upisu: Ime / Name: BRODOSPLIT 485
Previous registration data: Luka upisa / Port of registry: -
Država pripadnosti / Flag state: -

Namjena / Purpose A. -
B. -

Područje plovidbe / Navigation area A. -
B. -

Podaci o porivnim uređajima / Propulsion data	
Vrsta poriva / Propulsion type: -	Ukupna snaga / Total power: 0,00 kW
Ukupni broj uređaja / Total number of devices: - nema zapisa / no record	
1.	Tip / Type: Vrsta / Sort: Proizvođač / Manufacturer: Model / Model: Serijski broj / Serial number: Snaga (kW) / Power (kW): Broj okretaja u minuti / Rotations per minute:

Zabilježbe / Notes
-

Napomene / Remark
- nema zapisa / no record

LIST B / SHEET B

Vlasnik / Owner			
Naziv ili ime i prezime Name	Sjedište ili prebivalište Headquarters or residence	OIB Personal ID number	Udjeli Shares
BRODOSPLIT d.d.	Put Supavla 21, 21000 Split, Hrvatska	18556905592	1/1

Korisnici / Users			
Naziv ili ime i prezime Name	Sjedište ili prebivalište Headquarters or residence	OIB Personal ID number	Tip korisnika User type
- nema zapisa / no record			

Zabilježbe / Notes
Zaprmljeno: 26.05.2022.g. Temeljem rješenja Trgovačkog suda u Splitu broj 7 St-273/2022-15 od 20.05.2022.g., zabilježuje se otvaranje predstečajnog postupka nad dužnikom BRODOGRAĐEVNA INDUSTRIJA SPLIT d.d., OIB: 18556905592, Put Supavla 21.
Zaprmljeno: 15.11.2022. Temeljem rješenja Trgovačkog suda u Splitu broj 7 St-273/2022-49 od 01.08.2022. koje je postalo pravomoćno dana 28.09.2022.g., zabilježuje se obustava predstečajnog postupka nad dužnikom BRODOGRAĐEVNA INDUSTRIJA SPLIT d.d., OIB: 18556905592, Put Supavla 21.
Zaprmljeno: 26.05.2022.g. Temeljem rješenja Trgovačkog suda u Zagrebu broj St-1035/2025 od 19.05.2025.g., zabilježuje se otvaranje predstečajnog postupka nad dužnikom BRODOGRAĐEVNA INDUSTRIJA SPLIT d.d., OIB: 18556905592, Put Supavla 21.

LIST C / SHEET C

Tereti / Chargers				
Datum upisa Date from	Naziv ili ime; Adresa sjedišta ili prebivališta hipotekarnog vjerovnika Name; Address of the mortgagee's domicile or residence	Red prvenstva Order of precedence	Novčani iznos Amount	Visina kamata Interest
19.06.2020.	18683136487, REPUBLIKA HRVATSKA MINISTARSTVO FINACIJA; KATANČIĆEVA 5, ZAGREB, 10000 Zagreb, Hrvatska	1	32.000.000,0 0 EUR	
10.05.2021.	22909003712, WIJGE HOLDING B.V.; BELLAMY PARK 21, 4381 CG VLISSINGEN, Nizozemska	3	4.000.000,00 EUR	
19.04.2022.	09971916975, Tomislav Debeljak; Vladimira Nazora 32, 10432 Bregana, Hrvatska	6	50.000.000,0 0 EUR	
30.05.2022.	09971916975, Tomislav Debeljak; Vladimira Nazora 32, 10432 Bregana, Hrvatska	5	47.000.000,0 0 EUR	
30.03.2022.	09971916975, Tomislav Debeljak; Vladimira Nazora 32, 10432 Bregana, Hrvatska	5	24.000.000,0 0 HRK	
05.06.2023.	35917954204, POLAR 485 INC.; TRUST COMPANY COMPLEX, AJELTAKE ROAD 0, 118081 MAJURO, Maršalovi Otoci	4	13.500.000,0 0 EUR	
01.08.2023.	33039455954, GLAS TRUST CORPORATION LIMITED; LUDGATE HILL 55, LEVEL 1, EC4M 7JW WEST LONDON, Velika Britanija i Sj.Irska	4	13.500.000,0 0 EUR	
Zabilježbe / Notes				
-				

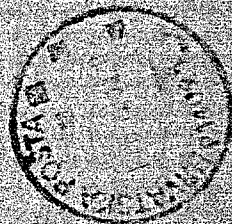
Izdano u / Issued at: Zagreb

Dana / On: 17. 06. 2025. 13 : 57

Da se ovaj izvadak u potpunosti slaže sa stanjem upisa u naprijed navedenom upisniku brodova tvrdi i ovjerava:

 REPUBLIKA HRVATSKA MINISTARSTVO MORA, PROMETA I INFRASTRUKTURE	Vrijeme izdavanja:	17.06.2025. 13:57:39
	Izdavatelj certifikata:	CN=Fina RDC 2020, O=Financijska agencija, C=HR
	Serijski broj:	6C2EF1832B59006B000000005FC71B38
	Algoritam potpisa:	sha256RSA
	Kontrolni broj:	B82DA4DDB77A
Informacije za provjeru dokumenta:	Na Internet adresi https://eplovilo.pomorstvo.hr možete provjeriti točnost podataka navedenih u ovom elektroničkom zapisu. Upisivanjem kontrolnog broja sustav će prikazati izvornik ovog elektroničkog zapisa.	
Napomena:	Elektronički pečat kreiran je certifikatom Ministarstva mora, prometa i infrastrukture	

Poštarna plaćena HP-u d.d.
u poštanskom uredu
10151 Zagreb



FINANCIJSKA AGENCIJA
ODSEK ZA PRIJEM, EVIDENTIRANJE
I POHRANU OSNOVA ZA PLAĆANJE
ZAGREB

23-06-2025

PREDSTEAJNE NAGODBE
PRIMANJE I OTPREMA POSTE

KLASA:

LIR. BROJ:

FINANCIJSKA AGENCIJA

FINA, RC ZAGREB

ULICA GRADA VUKOVARA 70

10000 ZAGREB

AR

RG 82104757 0 HR

