FINANCIJSKA AGENCIJA
RC SPLIT
1
19 -10- 2026
PREDSTEČAJNE NAGODBE
PRIMANJE I OTPREMA POŠTE
KLASA 024-011/26-10/18
UR. BROJ 118-08-5012-26-220

FINANCIJSKA AGENCIJA

OIB: 85821130368

RC Split, Mažuranićevo šetalište 24b, 21000 Split

(adresa nadležne jedinice)

Nadležni trgovački sud Trgovački sud u Splitu

Poslovni broj spisa St-431/2026

PRIJAVA TRAŽBINE VJEROVNIKA U PREDSTEČAJNOM POSTUPKU

PODACI O VJEROVNIKU:

Ime i prezime / tvrtka ili naziv

Josip Skoko

OIB 65269023667

Adresa / sjedište

Put Duilova 10, 21000 Split

PODACI O DUŽNIKU:

Ime i prezime / tvrtka ili naziv

STUDENAC d.o.o.

OIB 02023029348

Adresa / sjedište

Četvrt Ribnjak 17, 21310 Omiš

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)

Najamnina za rujan 2026.; ugovor od 25.03.2026. s aneksima (Prilog 1).

Iznos dospjele tražbine 3.007,99 (EUR)

Glavnica 3.000,00 (EUR)

Kamate 7,99 (EUR)

Iznos tražbine koja dospijeva nakon otvaranja predstečajnog postupka

0,00 (EUR)

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

Potpisani ugovor, Aneks br. 2 i snimka poruke o neplaćenoj najamnini.

Vjerovnik raspolaže ovršnom ispravom DA ☐ NE ☒ za iznos _____ (EUR)

Naziv ovršne isprave
Nije primjenjivo - priloženi ugovor nije ovršna isprava.

PODACI O RAZLUČNOM PRAVU:

Pravna osnova razlučnog prava
Ne prijavljuje se razlučno pravo ovom prijavom.

Dio imovine na koji se odnosi razlučno pravo
Nije predmet ove prijave novčane tražbine.

Iznos tražbine Nije primjenjivo (EUR)

Izjave u nastavku nisu primjenjive na ovu prijavu najamnine.

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 ☐

Ne daje se izjava o odricanju niti pristanak na odgodu namirenja.

PODACI O IZLUČNOM PRAVU:

Pravna osnova izlučnog prava
Ova prijava odnosi se na novčanu tražbinu najamnine.
Njome se ne daje izjava o odricanju od vlasničkih prava.

Dio imovine na koji se odnosi izlučno pravo
Izlučenje stana nije predmet ove prijave; prijavljuje se dug najamnine.

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

Nije primjenjivo u ovoj prijavi; ne daje se pristanak na izdvajanje.

Mjesto i datum
SPLIT, 19. 10. 2026.

Potpis vjerovnika
Josip Skoko

PUNOMOĆ

Ovlašćujem (o)

***GORAN LUČIĆ**, odvjetnik u Splitu, Domovinskog rata 26/III, OIB: 00178909969*

da me (nas) pravno zastupa (brani) u građanskom, parničnom, izvanparničnom, ovršnom, zemljišno-knjižnom postupku, kaznenom predmetu, postupku pred trgovačkim sudom, u postupcima pred tijelima državne uprave koji se vodi kod FINANCIJSKA AGENCIJA I TRGOVAČKI SUD U SPLITU

Zbog: PRIJAVE TRAŽBINE VJEROVNIKA U PREDSTEČAJNOM POSTUPKU I ZASTUPANJA U PREDMETU

Pod poslovnim brojem ST – 931 / 2026

Ovlašćujem (o) ga, da me (nas) zastupa u svim mojim (našim) pravnim poslovima u sudu i izvan suda kao i kod svih drugih državnih organa te da radi zaštite i ostvarenja mojih (naših) prava i na zakonu osnovanih interesa poduzima sve pravne radnje i upotrijebi sva u zakonu predviđena sredstva, a naročito da podnosi tužbe, prijedloge i ostale podneske, da dade u moje (naše) ime nasljednu izjavu, te da za mene (nas) prima novac i novčane vrijednosti i da o tome izdaje potvrde, kao i da parnične i ovršne troškove ovršava u moje (naše) ime, a za svoj račun.

Pristajem (o) da ga za slučaj spriječenosti zamijeni:

U Splitu 16.10. *2026. godine.*

JOSIP SKOKO
OIB: 65269023667

PRILOG 1 - OSNOVA I OBRAČUN TRAŽBINE

Uz prijavu u predmetu Trgovačkog suda u Splitu St-431/2026

Vjerovnik: Josip Skoko, OIB 65269023667, Put Duilova 10, 21000 Split. Dužnik: STUDENAC d.o.o., OIB 02023029348, Četvrt Ribnjak 17, 21310 Omiš.

Tražbina proizlazi iz članka 2. Ugovora o najmu od 25. ožujka 2026., uz Aneks br. 1 od 29. srpnja 2026. i Aneks br. 2 od 1. rujna 2026., za stan na adresi Ulica poljičkih knezova 32C, k.o. Donja Podstrana.

Mjesečna najamnina iznosi 3.000,00 EUR i plaća se do 10. dana tekućeg mjeseca. Najamnina za rujan 2026. dospjela je 10. rujna 2026. i u cijelosti je nepodmirena. Račun nije izdan; potraživanje se temelji na ugovoru. Dužnik je pisanom obaviješću potvrdio da najamnina za rujan nije plaćena.

Glavnica: 3.000,00 EUR
Zakonske zatezne kamate: 7,99 EUR
UKUPNO: 3.007,99 EUR

Obračun kamata: od 11.09.2026. do zaključno 28.09.2026., 18 dana, godišnja stopa 5,40 % (ostali odnosi). Izračun: 3.000,00 × 0,054 × 18 / 365 = 7,989041 EUR, zaokruženo 7,99 EUR.

Osnova obračuna: članak 2. ugovora; članak 29. Zakona o obveznim odnosima; referentna stopa 2,40 % objavljena u NN 68/2026, uvećana za 3 postotna poena. Kamate su obračunate do dana prije otvaranja predstečaja, sukladno članku 74. Stečajnog zakona.

Prijava obuhvaća rujansku najamninu; najamnina za listopad 2026. nije uključena. Polog nije predmet ove prijave.

Prilozi: potpisani ugovor, Aneks br. 2 i snimka dostavljene poruke.

Mjesto i datum: SPLIT 19.10.2026 Potpis: _____

RENTAL AGREEMENT

Based on the Law on Renting Apartments (Official Gazette No. 91/96, 48/98, 66/98, 22/06, 68/18, 105/20)

COMPANY NAME Ltd. STUDENAC d.o.o.
ADDRESS: Četvrt Ribnjak 17, Omiš
OIB 02023029348

Represented by Michal Wojciech Senczuk , president of the board and Michal Halwa,

member of the board (here in after referred to as the Tenant) and

JOSIP SKOKO,
ADDRESS: Put Duilova 10, 21000 Split
OIB: 65269023667 (here in after referred to as the Landlord)

ARTICLE 1:

The Landlord provides, and the Tenant takes possession of the apartment at Ulica poljičkih knezova 32C, co-ownership share: 166/350, condominium ownership (E-4), in the residential building (hereinafter referred to as the Property), registered on cadastral plot no. 1769/20, land register file no. 26001, cadastral municipality Donja Podstrana (336556).

ARTICLE 2:

The parties agree on a monthly rent of 3,000.00 EUR (in words: three thousand euros). The Tenant agrees to pay the rent monthly in advance, no later than the10th of the month for the current month, to the Landlord's account:

IBAN: HR0523900013222911402
SWIFT: HPBZHR2X

The parties agree that the rent includes including two parking spaces as well as the use of the jacuzzi, sauna, garden, garden beds, BBQ, and gas bottles. The rent includes the costs of communal services, such as utility costs.

In case of late payment, the Landlord will charge statutory interest in accordance with the Law on obligations

If the Tenant fails to pay any amount of rent by the 10th of the current month the Landlord has the right to terminate this Lease Agreement with a written notice and without a notice period, provided that he previously, according to the article 8, paragraph 3 of this Agreement invited the Tenant to remedy the breach within a reasonable time.

In the event of , expiration, or termination of this Agreement, the Tenant expressly agrees that the Landlord may unilaterally take possession of the property, which is the subject of this Agreement, and this will not be considered interference with possession. In the event of such unilateral possession of the property by the Landlord, the Tenant waives the right to initiate legal

proceedings to protect possession, as well as any form of self-help to return the property to possession.

ARTICLE 3:

The Tenant is obliged to maintain the rented apartment in good condition and protect it from pollution or any other damage. The Tenant is responsible to the Landlord for any potential damage caused by the Tenant.

The user of the apartment, [Kryspin Derejczyk, OIB: 44329392000], agrees to pay a security deposit in the amount of 3,000 EUR (in words: three thousand euros) to the Landlord's bank account prior to taking possession of the apartment.

The security deposit serves as collateral for any potential damage to the property, unpaid rent, utilities, or any other obligations arising from this Agreement.

The security deposit shall be returned to the user of the apartment upon the expiration of this Agreement, provided that the apartment is returned in proper condition and all obligations have been duly fulfilled.

ARTICLE 4:

The Tenant is obliged to use the apartment in a manner that does not disturb neighbors, violate house rules, and/or public order and peace. If the Tenant uses the apartment contrary to the provisions of this article, the Landlord is authorized to terminate this Lease Agreement with a written notice and without a notice period,. provided that he previously, according to the article 8, paragraph 3 of this Agreement invited the Tenant to remedy the breach within a reasonable time.

ARTICLE 5:

The Landlord undertakes to hand over the aforementioned apartment to the Tenant on May 1, 2026, in a condition ready for regular use. The parties agree to jointly inspect all rooms rented during the handover and make a handover record.

At the time of handover, the parties shall prepare a handover record, including photographic documentation of the Property.
The handover record shall be made in three copies, one for each party and one for the agency.

ARTICLE 6:

The Landlord is obliged to enable the Tenant to use the apartment in accordance with the provisions of this Agreement. The Landlord is obligated to regularly maintain the apartment in a usable condition at their own expense. The costs of minor repairs caused by regular use of the apartment, as well as the costs of using the apartment itself, are the responsibility of the Tenant.

The Tenant is obliged to protect the rented apartment from pollution or any other damage. The Tenant is responsible to the Landlord for any potential damage caused by the Tenant.

The Landlord has the right to inspect the apartment once per month, in accordance with a mutually agreed schedule in advance.

The Tenant is responsible for the regular maintenance and proper use of all additional amenities,

including but not limited to the jacuzzi, sauna, garden, plants, garden beds, BBQ, and gas bottles.

ARTICLE 7:

The Tenant cannot sublet the apartment or part of the apartment to another person.

ARTICLE 8:

This Agreement is concluded for a period of one year. The Agreement enters into force and applies from May 1 , 2026.

The contract automatically extends for the next year if neither party gives notice of termination 30 days before the termination of this Agreement.

Termination and all letters which may result with the termination of this Agreement must be made in writing, sent by post, with the receipt note and it is considered received at the day of signing the receipt note. If first delivery remains unsuccessful the letter will be sent again and it will be considered received at the day of handling the letter to the post

Operational information will be delivered to the other Contracting Party via electronic mail to the email addresses specified in this Agreement.

Landlord's email: Skoks44@gmail.com
Tenant's email: Kryspin.derejczyk@studenac.hr

Each party is obliged to notify the other party in writing, without delay, of any change to their email address and post address.

Any notice sent to the email address specified in this Agreement shall be deemed duly delivered on the day it is sent, unless the sender receives a notification of failed delivery.

The notice period is 30 days, calculated from the day of delivering the termination to the other Contracting Party, except in cases stipulated by this Agreement when the termination takes effect immediately without a notice period.

ARTICLE 9:

Either party can terminate the lease at any time if the other party fails to fulfill the provisions of the contract, all in accordance with the provisions of Chapter VI Termination of Lease Agreements, Law on Renting Apartments.

The Tenant can terminate this Agreement after 6 months only if he has an important reason that could not have been foreseen at the time of conclusion of this contract (such as sickness, termination of employment, etc.) For avoidance of any doubt this right doesn't belong to the Landlord.

This Agreement can also be terminated at any time by mutual agreement of the parties. In this case, the parties will agree on the method and timing of handing over the apartment.

The contracting parties agree that changes and amendments to this agreement are valid only in

writing. No side agreements have been made regarding this Agreement.

ARTICLE 10:

The Tenant undertakes, upon the termination of this Lease Agreement, to return the apartment to the Landlord, empty of people and their belongings, in the condition in which it was received, taking into account changes that have occurred due to regular use of the apartment.

The contracting parties agree that they will jointly inspect all rooms in the apartment 15 days before the day of handing over the apartment to the Landlord (hereinafter referred to as the "Joint Inspection"). Any deficiencies identified during the Joint Inspection, as caused by Tenant the Tenant has the right to remedy at their own expense within 15 days from the day of the Joint Inspection.

ARTICLE 11:

Rights and obligations arising from this Agreement arise from the day of its conclusion. Any changes to this Agreement must be submitted in writing.

The contracting parties agree that any disputes arising from this Agreement will be resolved amicably. In the event that the dispute is not resolved amicably, the competent court in Split has jurisdiction.

The Landlord undertakes to notarize his signature on this Agreement

ARTICLE 12:

The contracting parties expressly confirm that they have read and interpreted the Agreement in its entirety.

This Agreement is drawn up in four copies, each party taking two copies.

In Split, 25. March 2026.

Landlord: **Tenant**

Josip Skoko

STUDENAC d.o.o.

President of the board
Michal Wojciech Senczuk

Member of the board
Michal Halwa

Ja, javni bilježnik **Ante Šuško**, Split, Josipa Jovića 7,
potvrđujem da je stranka:

JOSIP SKOKO, OIB 65269023667, SPLIT, SPLIT, Put Duilova 10, u mojoj nazočnosti priznala potpis na pismenu kao svoj. Potpis na pismenu je istinit. Istovjetnost podnositelja pismena utvrdio sam temeljem osobne iskaznice br. 117575834 PU Splitsko-dalmatinska.

Temeljem čl. 77. st. 4. Zakona o javnom bilježništvu javni bilježnik ne odgovora za sadržaj pismena na kojemu ovjerava potpis.

Javnobilježnička pristojba za ovjeru po tar. br. 11. st. 4. ZJP naplaćena u iznosu 1,33 eur.
Javnobilježnička nagrada po čl. 19. st. 1. PPJT zaračunata u iznosu od 6,00 eur uvećana za PDV u iznosu od 1,50 eur.

Broj: OV-5875/2026
Split, 08.04.2026.

REPUBLIKA HRVATSKA – SPLIT – ANTE ŠUŠKO JAVNI BILJEŽNIK

Javni bilježnik
Ante Šuško

Ja, javni bilježnik **Ante Šuško**, Split, Josipa Jovića 7,
potvrđujem da je ovo preslika izvorne isprave nakon ovjere potpisa:

UGOVOR O NAJMU - ovjerena pod brojem OV-5875/2026 dana 08.04.2026.

ispisana mehaničkim sredstvom pisanja, koja ima 5 stranica.

Izvorna isprava se nalazi kod stranke.

Donijela ju je sa sobom stranka **JOSIP SKOKO, OIB 65269023667, SPLIT, SPLIT, Put Duilova 10.**

Javnobilježnička pristojba za ovjeru po tar. br. 11. st. 1. ZJP naplaćena u iznosu 1,98 eur.
Javnobilježnička nagrada po čl. 19. st. 2. PPJT zaračunata u iznosu od 4,00 eur uvećana za PDV u iznosu od 1,00 eur.

Broj: OV-5876/2026
U Splitu, 08.04.2026.

REPUBLIKA HRVATSKA
SPLIT
ANTE ŠUŠKO
JAVNI BILJEŽNIK

Javni bilježnik
Ante Šuško

ANNEX NO. 2 TO THE RENTAL AGREEMENT

STUDENAC d.o.o.

ADDRESS: Četvrt Ribnjak 17, Omiš

OIB: 02023029348

Represented by Michał Wojciech Senczuk, President of the Board and Michał Andrzej Halwa, Member of the Board (hereinafter referred to as the **Tenant**)

and

JOSIP SKOKO

ADDRESS: Put Duilova 10, 21000 Split

OIB: 65269023667 (hereinafter referred to as the **Landlord**)

ARTICLE 1:

The Landlord and the Tenant concluded the Rental Agreement on 25 March 2026 regarding the apartment at Ulica poljičkih knezova 32C, co-ownership share: 166/350, condominium ownership (E-4), in the residential building, registered on cadastral plot no. 1769/20, land register file no. 26001, cadastral municipality Donja Podstrana (336556) (hereinafter referred to as the **Property**).

The Rental Agreement was previously amended by Annex No. 1 dated 29 July 2026.

ARTICLE 2:

By this Annex No. 2, the contracting parties hereby amend the Rental Agreement (as amended by Annex No. 1) as follows:

1. Article 3, paragraph 2 of the Rental Agreement is amended to state as follows:

"The new user of the apartment is **Mikołaj Konrad Chruszczewski**, OIB: **17093475399**. The user agrees to pay a security deposit in the amount of EUR 3,000.00 (in words: three thousand euros) to the Landlord's bank account prior to taking possession of the apartment and shall start using the apartment in accordance with the Rental Agreement."

2. **Article 8, paragraph 5 of the Rental Agreement** is amended to state as follows:

"All notices and communications addressed to the Tenant/user under this Agreement shall be sent to the following email address: *mikolaj.chruszczewski@studenac.hr* ."

ARTICLE 3:

In all other respects, the terms and conditions of the Rental Agreement and Annex No. 1 remain unchanged and in full force and effect.

This Annex is drawn up in two (2) identical copies, one (1) copy for each contracting party.

In Split, 1st September 2026

Landlord:

Josip Skoko

Tenant:

STUDENAC d.o.o.

Michał Wojciech Senczuk

President of the Board

Michał Andrzej Halwa

Member of the Board

Studenac d.o.o. - predstečajni postupak

IB

Ivana Banović <ivana.banovic@studenac.hr>

Today at 13:16

To: Iva Čulić

HR_Obavijest dobavl...
158,2 KB

Download All · Preview All

Draga Iva,

kako smo 29. rujna 2026. otvorili predstečajni postupak, račun za rujan nije plaćen i trenutačno ga ne možemo platiti. U prilogu šaljem informacije i upute za prijavu tražbina.

Račun za listopad će biti plaćen do kraja tjedna.

Lijep pozdrav,
Ivana

--

Ivana Banović
Asistent predsjednika Uprave

Address
Mobile +385 91 611 1026, **VPN** 2026
Email ivana.banovic@studenac.hr



IZJAVA O ODRICANJU ODGOVORNOSTI: Sadržaj ove poruke i eventualno priloženih datoteka je povjerljiv i