

Odvjetnik

*Eugen Zadravec*

FINANCIJSKA AGENCIJA

ODSJEK ZA PRIJEM, EVIDENTIRANJE

I POHRANU OSNOVA ZA PLAĆANJE

ZAGREB 2

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25-05-2022

PREDSTEČAJNE NAGODBE  
PRIMANJE I OTPREMA POŠTE

KLASA:

UR. BROJ:

Financijska agencija

Zagreb

Ulica grada Vukovara 70

Predmet: DIV GRUPA d.o.o. – predstečajni postupak

Prijava potraživanja vjerovnika Zurich Insurance plc Niederlassung fur Deutschland

Poštovane gospođe,

dostavljam Vam prijavu potraživanja vjerovnika Zurich Insurance plc Niederlassung fur Deutschland iz Frankfurta.

Dostavljam tekst punomoći na hrvatskom jeziku i na njemačkom jeziku.

Dostavljam izvod iz poslovnih knjiga (Bond Portfolio).

I konačno dostavljam ugovor o osiguranju na engleskom i njemačkom jeziku.

Prijevod su u tijeku, čim budu završeni, dostavit ću Vam hrvatske tekstove navedenih ugovora.

S poštovanjem,

Prilog:

prijava potraživanja s priložima

ODVJETNIK  
EUGEN ZADRAVEC  
10000 ZAGREB – Petrinjska 2  
Telefon: 48 10 643, Fax: 48 10 642

*E. Zadravec*

**FINANCIJSKA AGENCIJA**

OIB: 85821130368

**ZAGREB, ULICA GRADA VUKOVARA 70** \_\_\_\_\_

(adresa nadležne jedinice)

Nadležni trgovački sud \_\_\_\_\_ **U ZAGREBU** \_\_\_\_\_

Poslovni broj spisa \_\_\_\_\_ **St-1329/2022** \_\_\_\_\_

**PRIJAVA TRAŽBINE VJEROVNIKA U PREDSTEČAJNOM POSTUPKU**

**PODACI O VJEROVNIKU:**

Ime i prezime / tvrtka ili naziv \_\_\_\_\_ **ZURICH**  
**INSURANCE plc NIDERLASSUNG FÜR DEUTSCHLAND** \_\_\_\_\_

OIB  
\_\_\_\_\_ **09550177119** \_\_\_\_\_

Adresa / sjedište  
\_\_\_\_\_ **60327 FRANKFURT AM MAIN, PLATZ DER**  
**EINHEIT 2** \_\_\_\_\_

**PODACI O DUŽNIKU:**

Ime i prezime / tvrtka ili naziv \_\_\_\_\_  
**DIV GRUPA d.o.o.** \_\_\_\_\_

OIB  
**33890755814** \_\_\_\_\_

Adresa / sjedište  
**SAMOBOR, BOBOVICA**  
**10A** \_\_\_\_\_

**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 \_\_\_\_\_ **1.827.744,78,-EUR** \_\_\_\_\_ (kn)

Glavnica \_\_\_\_\_ **1.827.744,78,-EUR** \_\_\_\_\_ (kn)

Kamate \_\_\_\_\_ (kn)

Iznos tražbine koja dospijeva nakon otvaranja predstečajnog postupka  
\_\_\_\_\_ (kn)

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

**PORTFELJ\_OBVEZNICA\_(BOND\_PORTFOLIO)**\_\_\_\_\_

Vjerovnik raspolaže ovršnom ispravom DA / **NE** za iznos \_\_\_\_\_ (kn)

Naziv ovršne isprave

**PODACI O RAZLUČNOM PRAVU:**

Pravna osnova razlučnog prava

Dio imovine na koji se odnosi razlučno pravo

Iznos tražbine \_\_\_\_\_ (kn)

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

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

**PODACI O IZLUČNOM PRAVU:**

Pravna osnova izlučnog prava

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, 24.05.2022.

Potpis vjerovnika

*Eugen Zadravec, odjela  
po kanonici*

PRILOZI:

PUNOMOĆ

IZVADAK IZ POSLOVNIH KNJIGA

UGOVORI

**ODVJETNIK**  
**EUGEN ZADRAVEC**  
10000 ZAGREB — Petrinjska 2  
Telefon: 43 10 642 Fax: 43 10 642

*Zadravec*



**ZURICH®**

**Punomoć**

*MI, Zurich Insurance plc, Niederlassung für Deutschland, Platz der Einheit 2, 60327 Frankfurt am Main, zastupani po oba prokurista, opunomoćujemo gospodina odvjetnika Eugena Zadravca iz Zagreba, Petrinjska 2/1, da nas zastupa u pravnoj stvari koja je u tijeku pred Trgovačkim sudom u Zagrebu pod poslovnim brojem St-1329/2022 i da zastupa naše interese.*

*Ova punomoć obuhvaća ovlaštenje ostvarivati naše potraživanje u predstečajnom postupku koji je u tijeku protiv DIV grupe d.o.o. te prijaviti naše potraživanje u hrvatskoj Financijskoj agenciji (FINA).*

*U Frankfurtu na Majni, (Datum)*

Zurich Insurance plc  
Niederlassung für Deutschland  
Credit Lines  
Platz der Einheit 2  
60327 Frankfurt am Main

*(Prokurist)*

*Udo Thant, per Procura*

*(Prokurist)*

*Markus Erasmus Both, per procura*

ODVJETNIK  
EUGEN ZADRAVEC  
10000 ZAGREB — Petrinjska 2  
Telefon: 48 10 643, Fax: 48 10 642

*E. Zadravec*



**ZURICH®**

**Vollmacht**

*Wir, Zurich Insurance plc Niederlassung für Deutschland, Platz der Einheit 2, 60327 Frankfurt am Main, vertreten durch die beiden unterzeichnenden Prokuristen, beauftragen Herrn Rechtsanwalt Eugen Zadavec aus Zagreb, Petrinjska 2/1, uns in den Rechtsangelegenheit, die vor dem Handelsgericht in Zagreb unter Geschäftszahl St-1329/2022 anhängig ist, anwaltschaftlich zu vertreten und unsere Interessen wahrzunehmen.*

*Diese Vollmacht umfasst die Befugnisse unsere Forderung in dem pre-bankruptcy Verfahren, welches gegen DIV grupa d.o.o. anhängig ist geltend zu machen und der kroatischen Finanzagentur (FINA) anzumelden.*

*In Frankfurt am Main, den (Datum)*

Zurich Insurance plc  
Niederlassung für Deutschland  
Credit Lines  
Platz der Einheit 2  
60327 Frankfurt am Main

*(Prokurist)*

*Udo Thart, per procura*

*(Prokurist)*

*Markus Erasmus Both per procura*

ODVJETNIK  
EUGEN ZADAVEC  
10000 ZAGREB — Petrinjska 2  
Telefon: 48 10 643, Fax: 48 10 642

*E. Zadavec*



# Surety Insurance

Policy No. 701.015.905.822

between

**DIV GRUPA d.o.o. za usluge  
Bobovica 10/A  
10430 Samobor  
Croatia**

(hereinafter referred to as the "Policyholder")

and

**Zurich Insurance plc Niederlassung für Deutschland  
Platz der Einheit 2  
60327 Frankfurt am Main  
Germany**

**Mail address:  
P.O. Box 90 04 16  
60444 Frankfurt am Main  
Germany**

(hereinafter referred to as "Zurich")

## 1. Subject of this Policy

- 1.1. Zurich issues individual, separate guarantees (*Avale*) (*sureties (Bürgschaften)*), guarantees (*Garantien*) and other assumptions of liability (*sonstige Haftungserklärungen*) in accordance with the following terms and conditions on behalf of the Policyholder and the companies included under Section 5 upon their request within the following guarantee credit line in exchange for payment of premiums in accordance with Section 4.

These guarantees are issued subject to this Surety Insurance Policy in each case pursuant to a separate request. **Zurich is entitled to reject individual requests for guarantees at any time without stating reasons.**

- 1.2. The Surety Insurance Policy is subject to the "General Terms and Conditions for Surety Insurance" – (*Allgemeine Bedingungen für die Kautionsversicherung*) "**GCI Surety 2011**" – (see Annex 1 to this Surety Insurance Policy). **The GCI Surety 2011 is part of this Surety Insurance Policy and the receipt and content are confirmed by the Policyholder upon signing this Surety Insurance Policy.**

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## 2. Guarantee credit line / Individual sections

- 2.1. Zurich provides to the Policyholder guarantees up to the following total amount on the basis of a guarantee credit line:

**EUR 15,000,000.00** (in words: fifteen million Euro)

- 2.2. Term of the guarantee credit line: Indefinite, subject to stable, orderly circumstances as known to us today.
- 2.3. When calculating the extent to which the guarantee credit line has been used, the individual guarantees will be credited 100% against the guarantee credit line. This relates also to guarantees from previous agreements with the Policyholder which are still active **and any companies included under Section 5.**
- 2.4. The maximum individual volume per guarantee is **EUR 3,000,000.00** (in words: three million Euro).
- 2.5. Larger individual guarantees, special transactions or special texts which are similar to guarantees can be issued under this guarantee credit line in special situations if Zurich has conducted a positive examination beforehand. Overdrafts of the guarantee credit line or special transactions which go beyond the guarantee credit line require a supplemental, individual agreement between the Parties.

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## 3. Types of Guarantees

- 3.1. The following types of guarantees can be requested under this guarantee credit line:

▪ down payment / advance payment guarantees...	up to 50 % of the guarantee credit line;
▪ performance guarantees.....	up to 100 % of the guarantee credit line;
▪ warranty bonds.....	up to 100 % of the guarantee credit line;
▪ bid bonds.....	up to 100 % of the guarantee credit line.

- 3.2. Other types of guarantees will not be issued or will only be issued in an individual case upon prior examination.

- 3.3. The internal signing guidelines of Zurich permit the **signing of guarantees (*Garantien*) only if the underlying transaction agreed between the Policyholder and the beneficiary of the guarantee which is to be secured is mentioned in the text of the document (by stating the Policy number, date and project designation).**

- 3.4. Since Zurich will likely/possibly also assume guarantees (*Garantien*) under this Surety Insurance Policy, the Policyholder is signing the attached form "**Transfer of claims upon payment under a guarantee**" (see Annex 3 to this Surety Insurance Policy). This form provides in a manner which

corresponds to the law on sureties that claims for repayment will pass to Zurich if a rendered payment under the guarantee is in substance unjustified. Zurich will only use this claim for repayment if and to the extent no reimbursement of the rendered payment by the Policyholder has been made within 15 work days. The signing of guarantees requires the legally binding execution of the declaration "Transfer of claims upon payment under a guarantee" which constitutes part of this Surety Insurance Policy. If section 5 of this Surety Insurance Policy provides that companies affiliated with the Policyholder can independently call for guarantees, in each case a declaration "Transfer of claims upon payment under a guarantee" must be signed by each of these companies.

- 3.5. Requested guarantees will be issued exclusively in the German and English languages. Texts of guarantees in other languages will not be issued or will only be issued in a specific case upon prior examination. If necessary in the own discretion, Zurich can demand translations of texts of guarantees submitted in foreign languages.
- 3.6. All guarantees will be governed by German law. Guarantees under any different legal system will only be issued upon prior examination in the specific case.
- 3.7. Guarantees for working groups (*Arbeitsgemeinschaften*, "ARGEs") will only be issued in an individual case upon prior examination.
- 3.8. No guarantees will be signed for which the obligor and the creditor are so-called "affiliates".

#### 4. Premiums, costs and terms

- 4.1. The premium is charged in accordance with § 7 a) GCI Surety 2011. The premiums for the types of guarantee listed in Clause 3.1. of this Surety Insurance Policy relate to the respective amount of the guarantee as follows:

Premium rate for all types of guarantees.....	p.a. 1.05 %
Minimum premium per guarantee annually.....	EUR 1,000.00
One-time issuing fee for each document independent of term.....	EUR 150.00

- 4.2. The above premium rates apply to all guarantees which are assumed starting at the point in time when this Surety Insurance Policy is signed. Guarantees that already exist will be continued at the premium rates that applied at the time.
- 4.3. The premium is charged for the entire term of the guarantee, and the billing and collection will take place annually in advance on the basis of the individual guarantees. In the alternative, an aggregated invoice can be agreed.
- 4.4. The Premium Rate stated above is expressed as the result of an actual daily rate and a year of 360 days. The premium to be paid shall be calculated by the Premium Rate times the guaranteed amount, multiplied by the ratio of the number of days of the bond validity period and a year of 360 days. For the purpose of calculating the number of days elapsed, any given full month of a year shall be considered as 30 days long, and the daily premium rate of a partial month shall be equivalent to 1/360 of the Premium Rate.
- 4.5. Guarantees that do not have a fixed expiry date shall, for the purposes only of determining the guarantee premium applicable thereto, be deemed to have a maturity equal to the expected duration (as provided in the original request) of the underlying contractual obligation to which they relate and the provisions of the paragraph above shall apply *mutatis mutandis* if the expected duration of the underlying contractual obligation to which the bonding guarantee relates is extended.
- 4.6. Independent of the use of this guarantee credit line, Zurich charges a one-time **handling fee** in the amount of **EUR 10,000.00**. This handling fee becomes due upon the signing of this Surety Insurance Policy.
- 4.7. To the extent that submitted texts for guarantee include the language with regard to the amount of the guarantee "plus interest", Zurich will charge a premium of 10 % on top of the premium due

- to the resulting increase of risk. If the template text for the guarantee includes the clause "plus interest and costs", Zurich will charge a surcharge of 15 % on top of the premium
- 4.8. Zurich reserves the right for an individual provision on premiums for guarantees which deviate from the above stated general conditions.
- 4.9. If the examination of submitted texts of guarantees and/or the issuance of guarantees involves a greater expenditure of time, Zurich reserves the right to charge a fee for issuance under Clause 4.1 which is different in amount from the provision on costs, and Zurich will inform the Policyholder about this prior to issuing and sending the guarantee.
- 4.10. In the case of double issuance of guarantees for which Zurich is not at fault, the Policyholder will be charged, in addition to the above issuance fee, a further issuance fee in the amount of the agreed minimum premium.
- 4.11. If providing a guarantee in a foreign country requires the involvement of a fronting partner, this can have the effect of increase in costs as a result of surcharges by the partner on top of the contractually agreed guarantee premium as well as charges for additional fees (e.g. processing fees if claims are asserted under the guarantee). Zurich will inform the Policyholder about any incurred additional expenses in advance in this situation.
- 4.12. If the Policyholder would like to have documents sent by a courier service, the Policyholder must bear the resulting costs in full.
- 4.13. As a general rule, guarantees having a maximum term of 5 years will be issued under this guarantee credit line, except for down payment / advance payment guarantees, which will have a maximum term of 2 years. In the case of perpetual guarantees, the economic term of the document must be within this period. Inquiries for guarantees having a term of more than 5 years must be submitted to Zurich for examination in the specific case.
- 4.14. The term of a guarantee begins when the document is booked at Zurich and ends when the document is booked out after it has been returned or a declaration of release by the beneficiary of the guarantee has been submitted, and the term will be initially calculated in accordance with the information provided by the Policyholder. If the assumed term is exceeded, an extension of the obligation under the guarantee must be requested.
- 4.15. We charge a fee for the processing of claims asserted under the guarantees we issue, in accordance with § 6 no. 2 a) of our attached GCI Surety 2011, the amount of which will be determined based on the German Act on Compensation for Attorneys (*Rechtsanwaltsvergütungsgesetz*, "RVG") plus a premium of 1.0 % of the relevant amount of the guarantee which will not be credited against other claims.
- 4.16. In addition, the costs and expenditures (e.g. fees of third parties, notarial costs and legal costs) incurred at Zurich which go beyond those amounts, for example, as well as any claims for damages must be borne by the Policyholder.

## 5. Companies included under this Surety Insurance Policy

- 5.1. Subject to Clause 5.2, each of the following listed affiliates of the Policyholder can independently call for guarantees under this Surety Insurance Policy if the company has issued the declaration "Transfer of claims upon payment under a guarantee".
- **DIV BRODO-GRADNJA d.o.o. za proiz-vodnju, trgovinu i usluge**  
OIB:44993645694  
MB:02932083  
Address: Bobovica 10/A, 10430 Samobor, Croatia  
Partner number: 701.015.971.728
  - **BRODOSPLIT d.d. (Brodograđevna industrija Split d.d.)**  
OIB: 18556905592  
MB: 03141136  
Address: Split, Put Supavla 21 – Croatia  
Partner number: 701.015.971.736

▪ **Brodosplit– Brodogradilište specijalnih objekata d.o.o.**

OIB:15413473504

MB:03761207

Address: Split, Put Supavla 21 – Croatia

Partner number: 701.011.492.434

▪ **Marine and Energy Solutions DIV d.o.o. za usluge**

OIB:62619385490

MB: 4208544

Address: Froudeova 5, HR-10000 Zagreb, Croatia

Partner number: 701.015.971.744

5.2. The request for guarantees set forth above in Clause 5.1 requires that the respective company has requested from Zurich the co-insurance under this Surety Insurance Policy through the Policyholder and the declaration "Group counter guarantee" or "Individual counter guarantee", depending on whether the share of the respective company in the consolidated net assets and/or the consolidated EBITDA of the Group is generally below or equal to 5 % and more and has signed that declaration and submitted it to Zurich through the Policyholder. Zurich will provide the respective company an individualized declaration for signature for this purpose.

5.3. The Policyholder undertakes to make sure that the companies covered under Clause 5.1

- a) have informed themselves about this Surety Insurance Policy (in its respectively current version) as well as the respectively applicable General Terms and Conditions for Surety Insurance (*Allgemeine Bedingungen für die Kautionsversicherung*, "GCI Surety");
- b) are informed about any change to this Surety Insurance Policy without undue delay; and
- c) issue all declarations without undue delay reasonably requested by Zurich in the context of any amendments to this Surety Insurance Policy (especially in the context of changes relating to liability).

## 6. Security

If Section 5 of this Surety Insurance Policy provides that companies affiliated with the Policyholder can request their own guarantees, Zurich can demand that these companies are completely or partially jointly and severally liable (*gesamtschuldnerisch*) for the obligations of the Policyholder by declaring a "group counter guarantee" or an "individual counter guarantee" (see Clause 5.2). Corresponding declarations of liability, counter guarantees or other agreements with the companies entitled to apply for guarantees agreed accordingly with Zurich become a part of this Surety Insurance Policy.

### 6.1. Liquid partial security

In order to secure this guarantee credit line, a bank guarantee must be provided to Zurich or, in the alternative, an account with daily available funds must be pledged having a balance in the same amount.

Zurich must be consulted in advance with regard to the credit institution maintaining the account or issuing the guarantee due to reasons of acceptance.

The security must be provided in accordance with the following schedule:

when used in an amount up to.....	EUR 3,350,000.00.....	EUR 500,000.00;
when using	EUR 3,350,001.00	
up to.....	EUR 6,700,000.00.....	EUR 1,000,000.00;
when using	EUR 6,700,001.00	
up to.....	EUR 10,000,000.00.....	EUR 1,500,000.00;
when using	EUR 10,000,001.00	

up to.....	EUR 13,350,000.00.....	EUR 2,000,000.00;
when using	EUR 13,350,001.00	
up to.....	EUR 15,000,000.00.....	EUR 2,250,000.00.

In the case of exceeding the schedule, security must be provided by the Policyholder prior to signing any further guarantees. Zurich is first required to release security when the guaranteed amount falls below the respective level if there is excess security of 15 %.

## 6.2. Costs

The costs for any security / counter liability provided by third parties must be borne by the Policyholder. These costs will not be listed in this Surety Insurance Policy and will also not be charged to Zurich.

## 6.3. Purpose of security

Subject to any provision(s) otherwise in any security, all security that has been provided or may still be provided in the future by the Policyholder or by companies included under this Surety Insurance Policy under Section 5 serve to secure all present and future conditional and unconditional obligations which are (or are expressed to be) owed by the Policyholder to Zurich under or in connection with this Surety Insurance Policy, even if the amount of liabilities is subsequently increased, e.g. if the granted guarantee credit line is increased, the agreed contract term is extended, the premium increases once or multiple times or if a commitment is made to sign additional types of guarantees.

## 7. Confirmations / Agreements

### 7.1. Representations and Warranties

The Policyholder represents and warrants that:

- it is a limited company duly incorporated and existing under the laws of its jurisdiction of incorporation and it has the appropriate power and authority to own its property and assets and to carry on its business and to enter into and perform its obligations contained in this Surety Insurance Policy;
- it has taken all necessary action to authorize the execution and delivery of each request and the performance of the obligations contained in this Surety Insurance Policy expressed to be assumed by it, and that all such obligations constitute its valid, legal, enforceable and binding obligations enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or other laws of general application affecting the enforcement of creditors' rights; and
- all necessary approvals, licenses or registrations of or with any governmental or other authority in connection with the execution and delivery of a request and the performance, validity or enforceability of its obligations contained in this Surety Insurance Policy, have been obtained.

The representations and warranties made in this clause shall be deemed to be repeated at each time a Policyholder requests issuance of a guarantee or an amendment or extension of a guarantee as if made with reference to the facts and circumstances then existing on the day of such request.

**7.2. *Pari passu***

The Policyholder confirms and undertakes to make sure that its obligations towards Zurich under this Surety Insurance Policy have at least the same ranking (*pari passu*) as all other unsecured and unsubordinated obligations of the Policyholder, except for obligations which must be fulfilled with priority by force of law in the case of insolvency or otherwise.

It is also agreed that any financial covenants which may have been agreed with third parties also apply in the credit relationship between the Policyholder and Zurich. All confirmations and notices which relate to the satisfaction of these financial covenants must be provided to Zurich in a timely manner.

**7.3. Cross-Default**

During the term of this Surety Insurance Policy, it is herewith agreed that a violation of current or future obligations of any kind with other banks or guarantee insurers with regard to maintaining certain economic and financial circumstances or key numbers as well as other agreements (covenants) represent at the same time a breach of this Surety Insurance Policy with Zurich. The Policyholder undertakes to inform Zurich in writing about any such breach without undue delay so that Zurich can examine its willingness to provide credit.

**7.4. Ownership / Change of Control**

At the present point in time, the Policyholder belongs indirectly or directly to Tomislav Debeljak, with address at Vladimira Nazora 32, Bregana, 09971916975, currently with a participation of 50%; Bozidar Debeljak with address at Augusta Senoe 48, Bregana, 92378251406, currently with a participation of 25%; and Vjera Debeljak with address at Augusta Senoe 48, Bregana, 71835745956, currently with a participation of 25%. To the extent that any changes are planned in this regard (Change of Control), the Policyholder will inform Zurich immediately so that Zurich can examine its willingness to extend the credit and so that any continuation of the Surety Insurance Policy can be adapted to the changed situation. It is herewith agreed that the participation by Tomislav Debeljak, with address at Vladimira Nazora 32, Bregana, 09971916975, in the Policyholder during the term of the guarantee credit line will be at least 50 %; that the summed participations by the Debeljak family members in the Policyholder will be altogether 100%; and that any participation changes within the family respecting those limits will not constitute a Change of Control of the Policyholder.

It is understood a Change of Control of any of the covered companies if the Policyholder ceases to have Control over such covered company.

**7.5. Negative pledge**

The Policyholder undertakes not to establish or request affiliated enterprises to establish any security or any additional security of any kind whatsoever for the benefit of third parties with regard to current account and guarantee credit lines during the term of the business relationship with Zurich. At the same time, the Policyholder will not enter into any obligations which involve establishing security in favor of third parties without Zurich participating beforehand or at the same time and with the same ranking in this security or to establish equivalent security in favor of Zurich.

This does not apply to security common in the field of industry for supplier credit by way of reservations of title and subsequent assignment of claims as well as standard liens and security interests of credit institutions resulting from general terms and conditions. Furthermore, the Policyholder undertakes to inform Zurich prior to any sale of material parts of the assets and to provide Zurich corresponding security upon request. The Policyholder also undertakes to inform Zurich without undue delay if one of the items belongs to the assets of the Policyholder is affected by enforcement measures.

**7.6. Change of business:**

The Policyholder undertakes not to make any material change in the overall nature of its business or commence any new type of business materially different from its business as the date of this Surety Insurance Policy.

**7.7. Mergers**

The Policyholder undertakes not to enter into any merger or consolidation or sell, assign, grant a lease over or otherwise dispose of a substantial part of its assets or business (save in the ordinary course of its business), where failure to do so would have a Material Adverse Effect. If a transaction such as described within this clause is undertaken between two subsidiaries of the Policyholder, both with either direct or indirect 100% participation of the Policyholder, and if all assets involved in such transaction remain under the 100% control of the Policyholder during all its phases or steps, that relevant transaction will be exempt of the restriction undertaken on this clause.

**7.8. Compliance with law**

The Policyholder undertakes at all times to procure, maintain in effect and comply with all the terms and conditions of all governmental and other resolutions, environmental or other laws and regulations, approvals, authorizations, consents and registrations to which it may be subject where failure to do so is reasonably likely to have a Material Adverse Effect.

**7.9. Set off**

Zurich shall have the right but so long as an event listed on clause 9 "Termination" has occurred and is continuing, without notice to the Policyholder or the covered companies, to set off and apply any credit balance to which the Policyholder or the covered companies are at any time beneficially entitled on any account of the Policyholder or the covered companies with Zurich against any matured liabilities of the Policyholder or a covered company under this Surety Insurance Policy or pursuant to any request and unpaid.

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**8. Reporting**

- 8.1. The Policyholder will provide to Zurich annually the complete individual and, if available, consolidated annual report automatically within 180 days after the balance sheet date. If there is a delay in providing these items, the Policyholder will inform Zurich about this without undue delay.
- 8.2. During the term of this Surety Insurance Policy, semi-annual reporting must also be provided for the first time as of the date 30/06/2019 (to be provided at the latest 90 days after the end of the quarter). This reporting must include:
- information about the preliminary earnings position / balance sheet;
  - list of bank debt and guarantees (information about the amount of the line as well as the security and level of use);
  - information about received orders and pending orders;
  - calculation formula as well as confirmation of achieving/not achieving the agreed covenants (compliance certificate), if restrictive covenants exists in loan, guarantee or bond agreements or facilities.

If other lenders receive material additional information about the economic development of the Policyholder, that information must also be provided to Zurich.

- 8.3. The Policyholder will inform Zurich without undue delay after an internal resolution if shares in the companies of the Group or the companies covered under Clause 5 are supposed to be directly or indirectly sold or if measures under the German Act on Transformation of Corporate Form (*Umwandlungsgesetz*) or comparable measures are supposed to be carried out. Upon request of Zurich, the Policyholder will issue the declarations required by Zurich or will make sure that companies covered under Section 5 issue the declarations required by Zurich in order to assure and clarify the unreduced, continuing existence of security and/or other declarations of liability issued in favor of Zurich.
- 8.4. The Policyholder and the covered companies will immediately inform Zurich about new loans agreed with financial institutions, if that loan exceeds EUR 15,000,000.00, as well as its eventual restrictive financial covenants, or the creation of any liens of whatsoever nature on assets owned by the Policyholder or the Guarantors. This information covenant also applies for existing term loans whose exposure is increased on the same amount; or to revolving loan or guarantee credit facilities,

- when the maximum drawing limit of such facility is increased on such amount, regardless of actual usage.
- 8.5. The Policyholder will automatically inform Zurich about all material commercial and legal changes at the level of the company which can be of importance for evaluating the credit standing, including, but not limited to, of any occurrence or circumstance which has or is likely to have a Material Adverse Effect, as defined by Clause 9, and the steps (if any) being taken or proposed to be taken to remedy it.
- 8.6. All information provided to Zurich under this clause should be presented in English or accompanied of an English translation.

#### 9. Notice of termination

In addition to § 8 no. 2b) GCI Surety 2011, it is agreed that good cause (*wichtiger Grund*) justifying Zurich in terminating this Policy exists especially if one of the following stated situations occurs and has an adverse effect on the legal position of Zurich in its reasonable opinion:

- The Accountants issue only a limited certification or completely refuse certification of the Policyholder's annual financial statements.
- Failure to pay an amount owed to Zurich by the Policyholder.
- Breach in any of the obligations undertaken by the Policyholder or by a covered company on this Surety Insurance Policy, specially, but not limited to, those in clauses 7 and 8 and subclauses.
- An application to open insolvency proceedings over the assets of the Policyholder or of a covered company has been filed.
- Misrepresentation: Any representation or warranty made or deemed to be made by the Policyholder or by a covered company hereunder shall prove to be or shall become incorrect in any material respect as at the date it is made or deemed to be repeated unless the underlying circumstances are remedied within fourteen (14) days of that date.
- Material adverse change: Save as disclosed to Zurich by the Policyholder or by a covered company prior to this date, any event or series of events occur(s) which give(s) reasonable grounds to Zurich to believe that a Material Adverse Effect has occurred since the date of this Surety Insurance Policy and is continuing. "Material Adverse Effect" shall be considered, in addition to each and every covenant so defined, any event having a material adverse effect on: (a) the business or financial condition of the Policyholder's Group (taken as a whole) and the ability of the Policyholder to perform and comply with its payment obligations under this Surety Insurance Policy; or (b) the validity or enforceability of this Surety Insurance Policy.

#### 10. Territorial scope of application and taxes

- 10.1. The geographic scope of application for beneficiaries of guarantees, i.e. the countries in which guarantees are issued, is not subject to any general restriction. However, Zurich reserves the right to examine requests under aspects of compliance as well as country risks (reference is made to § 11 of the GCI Surety 2011).
- 10.2. In individual countries, insurance taxes can accrue depending on the type of guarantee which Zurich must pay and which will be charged to the Policyholder. Zurich will provide information in the specific case about the type and amount of incurred taxes. The risk of changes in the duty to pay taxes after a guarantee has been issued does not lie in the area of responsibility of Zurich and must be borne by the Policyholder.
- If taxes are incurred, Zurich reserves the right to accept requests for guarantees only starting at an annual premium volume of EUR 5,000.00 per guarantee.
- 10.3. All payments to be made by the Policyholder or a covered company under this Surety Insurance Policy or pursuant to any request shall be made in full, without any set-off or counterclaim whatsoever and free and clear of and, except to the extent required by law, without any deduction

or withholding for any present or future taxes, charges, fees, levies, currency conversion costs, fees or charges of any kind. Should the Policyholder or a covered company be required by law to make such deduction or withholding from any sum payable hereunder, the Policyholder or the covered company (as the case may be) shall pay to Zurich such additional amount as may be necessary in order that the actual net amount received by Zurich after such deduction or withholding shall equal to the amount it would have been entitled to in the absence of any requirement to make such deduction or withholding. Neither Policyholder nor a covered company shall, however, be liable to compensate Zurich for income tax on its overall net income.

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## 11. Issuance of the guarantees

11.1. The prerequisites for the issuance of guarantees are:

- existence of a legally binding, signed Surety Insurance Policy with Zurich as well as the signed declaration "Transfer of claims upon payment under a guarantee."
- regularly fulfilling the reporting agreement under Section 7
- completed and legally binding, signed request for a guarantee

11.2. Zurich Insurance plc Niederlassung für Deutschland is responsible for issuing guarantees.

- The Policyholder or the companies covered under this Surety Insurance Policy has/have submitted all legally binding, signed applications to Zurich (the covered companies doing so through the Policyholder). Applications can be submitted in writing by regular mail, by email (as a scanned document to [deb\\_ktvba@zurich.com](mailto:deb_ktvba@zurich.com)) or by telefax (+49 (0) 69 / 7115 - 2949).
- Zurich will examine the requested text for the guarantee under this Policy and will subsequently issue the guarantee when the application is accepted.

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## 12. Communication and Language

Any communication to be made under or in connection with this Policy shall be made in writing, in English, and unless otherwise stated, may be made by fax or letter, or if agreed by electronic communication. **Any communication to Zurich by letter should be directed to the Mail Address provided herein: "Zurich Insurance plc – NfD, Kredit und Kaution, P.O. Box 90 04 16, 60444 Frankfurt am Main".**

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## 13. Confidentiality / disclosure of information

- 13.1. Subject to Clauses 12.2. and 12.3., the Policyholder and Zurich are required to treat as strictly confidential all information (hereinafter referred to as the "Confidential Information") with regard to this Surety Insurance Policy.
- 13.2. Zurich can disclose Confidential Information to interested parties and third parties which must be involved for technical or legal reasons and are either under a contractual or statutory/professional obligation of confidentiality in order to prepare or implement a sub-participation or counter liability or counter insurance.
- 13.3. The Policyholder and Zurich can also disclose Confidential Information:
- a) to the own employees as well as employees of their affiliated companies within the meaning of § 15 German Stock Corporations Act (*Aktiengesetz*) (or any other company in the Zurich Group), provided that these employees are under an obligation to maintain confidentiality;
  - b) professional advisors (e.g. attorneys or accountants), provided that they are either under a contractual or statutory or professional obligation to maintain confidentiality; and/or
  - c) if the disclosure has been ordered in a binding manner by a court or a public authority or if there is a statutory obligation to disclose.

**14. No waiver of rights**

No failure or delay by Zurich in exercising its rights under this Surety Insurance Policy shall operate as waiver of such right, nor shall any indulgence of waiver granted by Zurich preclude any further or later exercise of such right.

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**15. Assignment**

Zurich shall be entitled to assign, once or several times, at any time all or part of its rights and obligations under this Surety Insurance Policy to any surety or financial institution within its group and, with the prior written consent of the Policyholder (not to be unreasonably withheld or delayed) to any other bank or surety or financial institution, but only if such assignment does not result in the Policyholder being or becoming liable to pay any additional amount which would not have been payable had no such assignment occurred, provided, however, that no such consent shall be required if an event listed on clause 9 "Termination" has occurred and is continuing.

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**16. Severability clause**

If one or more provisions of this Surety Insurance Policy and/or the GCI Surety 2011 are invalid or void, this does not affect the validity of the remaining provisions. A valid provision which corresponds to the intent and purpose of the void or valid provision is supposed to take the place of the void or invalid provisions in this Surety Insurance Policy.

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**17. Annexes to this Surety Insurance Policy**

The receipt and the knowledge about the following annexes are confirmed by the signing of this Surety Insurance Policy. All annexes to this Policy material are parts of this Policy.


- Annex 1) General Conditions for Surety Insurance – GCI Surety 2011
  - Annex 2) Form for application for a guarantee from Zurich
  - Annex 3) Transfer of claims upon payment under a guarantee
  - Annex 4) Group counter guarantee
  - Annex 5) Individual counter guarantee
-

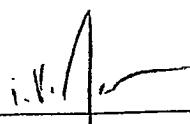
Zurich Insurance plc Niederlassung für Deutschland



Frankfurt am Main, 06.12.2018


Zurich Insurance plc Niederlassung für Deutschland

  
E. Hellmuth  
Zurich Insurance plc  
Niederlassung für Deutschland  
Credit Lines  
Platz der Einheit 2  
60327 Frankfurt am Main

  
Dolye

SAMOBOR (Place) 8.12.19. (Date)

DIV GRUPA d.o.o. za usluge

  
TOMISLAV DEBEJAK

PRESIDENT OF THE  
MANAGEMENT BOARD

**DIV GRUPA d.o.o.**  
10430 SAMOBOR, Bobovica 10/A  
Tel. 01 3877-000, Fax. 01 3376-155  
OIB: 33890755814

6

## General Conditions for Surety Insurance

— GCI Surety 2011 —

### Section 1 Subject matter of Insurance

After evaluating the policyholder's creditworthiness, the Insurer shall provide sureties (by way of surety bonds, guarantees or other assumptions of liability) as instructed by the policyholder on a case-by-case basis subject to premium for each individual case, as a surety. It agrees to make payments to beneficiaries in accordance with the terms of the surety wording.

### Section 2 Policyholder's obligations

The policyholder shall

- a) present his respective annual financial statements with any auditor's opinion to the Insurer immediately upon their completion and explain them upon request so that the Insurer may evaluate his creditworthiness. If the annual financial statements are not completed by a specified date, the policyholder shall submit a preliminary balance sheet with an income statement on request and subsequently submit the annual financial statements with the auditor's opinion.
- b) supply at any time to the Insurer any information and documentation that the Insurer may request concerning the development of business and any other activities and relationships which the Insurer may deem essential to a credit evaluation.
- c) notify the Insurer without further request of any significant changes in its legal and economic circumstances which could be relevant to the business relationship and credit evaluation.

### Section 3 Execution of sureties

The following terms and conditions apply to the provision, modification and discharge of sureties:

#### 1. The Insurer

- a) shall either provide sureties itself in response to a specific request (direct sureties) or engage another Insurer or lending institution (primary surety) to provide sureties (indirect sureties). If the Insurer engages a primary surety, it shall only be responsible for exercising due care in selecting and instructing the primary surety. The Insurer has no liability in this regard if it is acting on the policyholder's instructions.
- b) shall maintain a surety account for the policyholder where it recognizes direct sureties on the issue date and indirect sureties on the date on which it sends the engagement letter to the primary surety.
- c) can refuse to provide sureties.
- d) can waive statutory liability limitations (e. g. German Civil Code ("BGB") Section 765 et seq.) in its sureties and make the sureties contingent on the fulfillment of a particular condition.
- e) shall cancel direct sureties with an unambiguously worded deadline if it fails to receive any claims by the deadline unless the surety is governed by foreign law.
- f) shall refrain from cancelling any other direct sureties until the sureties have been unconditionally returned to it or it has received an unconditional release of liability from the beneficiary. The Insurer shall not cancel any sureties that were extended pending a final court decision ("Prozessaval") and not directly returned by the beneficiary until it has been expressly released from liability.
- g) shall cancel indirect sureties once the primary surety has unconditionally released it from any liability.

#### 2. The policyholder

- a) approves the contents of the sureties wherever he did not stipulate the wording himself, and furthermore approves the contents of the engagement letters issued to primary sureties in the case of indirect sureties.

- b) shall notify the Insurer in every single case where damages may result from delays or misrouting in connection with executing a request or from communications in this respect.
- c) shall return executed sureties to the Insurer and not use them in the event of imminent insolvency.
- d) consents to allow the beneficiaries to supply the Insurer with information regarding the settlement and amount of guaranteed obligations.

### Section 4 Collateral

The policyholder will provide collateral upon request by the Insurer pursuant to the terms of the insurance contract.

The collateral secures all the Insurer's rights and remedies under the surety contract. This includes the Insurer's right to be reimbursed for incurred expenses (see Sections 6 and 7 of these General Conditions).

The collateral will be released once the Insurer's liability under all executed sureties has fully and completely lapsed and all of the Insurer's claims against the policyholder are fully and completely satisfied. The policyholder may demand the release of collateral that exceeds 120% of a quantifiable risk under executed sureties, excluding any premiums owed.

### Section 5 Claims

#### 1. The policyholder

- a) shall ensure that the Insurer receives no claims under the sureties provided and shall take all measures to prevent the submission of a claim in a timely manner.
- b) shall immediately notify the Insurer of any pleas and defenses to submitted claims and present documentary proof thereof.
- c) shall, if requested by the Insurer, provide separate collateral equal to the sum claimed plus estimated expenses for costs and interest if the Insurer conducts a legal dispute at his request and on the basis of his defenses.
- d) shall expressly waive pleas and defenses that it may have against the Insurer regarding the existence, amount and grounds for any submitted claims.

#### 2. The Insurer

- a) shall notify the policyholder of any sureties being claimed and request that he immediately takes suitable action to defend against the claim and/or provide the Insurer with all the information that will enable the Insurer to review the claim. If the policyholder fails to honor this request or if his efforts are unsuccessful, the Insurer is entitled, after conducting a review, to render payment according to the terms of the sureties. In the event of a surety bond ("Bürgschaft") on demand or a guarantee ("Garantie"), the Insurer is entitled, without further review, to immediately pay the beneficiary the requested sum up to the surety amount unless the claim obviously constitutes abuse of a legal right.
- b) shall notify the beneficiary of any reservations lodged by the policyholder.
- c) may render payment to whichever party it deems entitled to receive the payment based on a diligent review.
- d) shall only render payment for claims under cancelled sureties if authorized to do so by the policyholder or if ordered to pay by a court judgment that can be enforced against the Insurer in the country in which the judgment was handed down.

### Section 6 Recourse

1. If the Insurer incurs costs, or if the Insurer incurs expenses which, given the circumstances, it may reasonably deem necessary for the performance of the insurance contract, including, but not limited to, expenses for reviewing and

paying justified claims or defending against unjustified claims, the policyholder must refund these costs or expenses without prejudice to any further claims for refunds or damages, including interest on amounts in default.

Payment claims accrue interest from the charge date to the refund date at a rate of eight percent above the applicable base interest rate (BGB Sections 247, 288 and German Commercial Code ("HGB") Section 352); the policyholder is free to prove that the insurer has sustained significantly lower damages.

2. In each case, the insurer may charge a processing fee (BGB Section 315) based on the general fee for out-of-court work under the German Lawyers' Remuneration Act ("RVG") or agree a separate flat fee with the policyholder.

- a) as compensation for its own expenses in the event of claims under the sureties,
- b) as compensation for its own administrative expenses if the policyholder becomes insolvent.

The insurer may refuse to issue any further sureties until these obligations have been fully and completely satisfied.

3. The policyholder's refund obligation under no. 1 also includes expenses incurred by the insurer after insolvency proceedings are initiated against the policyholder.

#### Section 7 Premiums, expenses and costs, due date, default

1. The policyholder

- a) shall immediately pay all premiums due,
- b) shall, in the event of default, pay interest at a rate of eight percent above the applicable base interest rate (BGB Sections 247, 288 and HGB Section 352) and a payment reminder fee; the policyholder is free to prove that the insurer has sustained significantly lower damages;

2. The insurer

- a) charges premiums in exchange for providing sureties as well as processing fees; the insurer calculates the premium stipulated in the surety contract based on (i) the surety amounts to be recognized and (ii) the period starting on the recognition date and ending on the cancellation date, and may also charge an additional stipulated premium for providing the credit facility if applicable. The premium is payable up-front and generally invoiced and collected for a period of one year,
- b) shall, if the surety is returned early or reduced, refund excess premium payments except for minimum premiums; this shall not apply to premiums for providing the credit facility,
- c) shall bill the policyholder for additional documented expenses/costs (e.g. third-party fees and premiums, delivery and notary costs),
- d) may suspend the issuance of additional sureties in the event of a default on premium payments.

#### Section 8 Termination of surety insurance

1. The policyholder may terminate the surety contract with immediate effect at any time.

2. The insurer

- a) may terminate the surety contract with three months' prior notice at any time unless it is a fixed term contract,
- b) may terminate the surety contract for good cause with immediate effect at any time; good causes include, but are not limited to,
  - if the policyholder violates his obligations to the insurer, e.g. by providing misinformation to the insurer, or
  - if, in the insurer's sole discretion, the policyholder has suffered a significant deterioration or threat to his economic circumstances or if the insurer learns of such a threat or deterioration, or
  - if the policyholder fails to furnish collateral requested, collateral provided to the insurer is lost or the insurer, upon careful examination, can no longer consider the collateral adequate, or
  - if the mutual trust underpinning the contract has been seriously undermined,
- c) may, if the surety contract is terminated, revoke or terminate the beneficiaries' ability to continue to use the sureties, especially in the case of revolving sureties (e.g. rent sureties, customs sureties, et al.).

#### Section 9 Release/collateral

Upon request by the insurer, the policyholder shall

- a) furnish separate cash collateral to the insurer in the cases described in Section 8 (2) (b) without the contract relationship having to be terminated,
- b) upon termination of the surety contract, release the insurer from any liability under the sureties and for the time period until such a release has been provided, upon request by the insurer, furnish the insurer with cash collateral or another form of collateral acceptable to the insurer worth the same amount as the sureties that have not yet been unconditionally cancelled,
- c) pay double premiums from the date of the receipt of the demand for collateral to the date on which all the sureties are finally discharged or the collateral demanded in b) has been fully furnished.

#### Section 10 Exclusions

The insurer shall not be liable to the policyholder for any damages wherever the following factors contributed to their occurrence: war, warlike events, civil commotion, terrorist attacks, strike, confiscation, interference with trade and monetary transactions by governmental authorities, natural disasters or nuclear energy.

#### Section 11 Sanction clause

1. Sureties shall not be issued if

- the transacting of insurance business or
- the provision of insurance benefits

would violate any economic sanction or embargo imposed by law or regulation.

For the purposes of this clause, economic and trade sanctions are sanctions imposed

- a) by the European Union (EU) or the Federal Republic of Germany,
- b) on the basis of a resolution of the UN Security Council, by the United States of America (USA) or by the United Kingdom (UK).

Economic and trade sanctions specified under b) shall only apply to the extent that there are no contrary European or German laws or regulations.

The economic and trade sanctions also include lists of persons, companies and other legal entities, ships or aircrafts subject to sanctions (e.g. for the EU: Consolidated list of persons, groups and entities subject to EU financial sanctions).

#### Section 12 Final provisions

Modifications and amendments to the surety contract shall only apply if and insofar as they are stipulated in an endorsement or confirmed in writing by the insurer in some other form. Verbal agreements shall not be valid. Modifications to this clause must be made in written form.

Any declarations of intent and notifications pertaining to the surety relationship shall be made in written form, including in electronic form.

German law shall apply. Wherever permitted by law, the place of performance and the place of jurisdiction shall be Frankfurt am Main.

The competent supervisory authorities are:

Federal Financial Supervisory Authority (BaFin)

- insurance department -

Graurheindorfer Strasse 108

53117 Bonn, Germany

and

Central Bank of Ireland (CBI)

Insurance Supervision Department

Financial Regulator

PO Box 11517

Spencer Dock

Dublin 1, Ireland

## Annex 2: Utilisation Request Form

To:

**\*\* CIGCLUWINT \*\***

Zurich Insurance plc  
Niederlassung für Deutschland  
Direktion Frankfurt

P.O. Box 90 04 16  
60444 Frankfurt am Main  
Germany

Dear Sirs,

Re. Surety Insurance Policy No. 701.015.905.822 dated 06<sup>th</sup> December 2018 (the "Facility")

1. We refer to the above Facility. Terms and expressions defined in the Facility shall have the same meanings when used herein. We hereby request you to issue a Guarantee as follows:

2.

Sector / Segment / Business / Unit:	
Legal Entity (Guaranteed Subsidiary):	
Address:	

### (1) PROJECT or CONTRACT CONCERNED:


Country:	
Client:	
Project and Description:	
Reference of Contract/Tender:	
Total Project Amount:	
Payment schedule (per cent. – Advance/ Milestones/PAC/FAC):	
Timetable (key dates – LOI/OrderBooking/PAC/FAC):	

(If Consortium, state percentage by unit involved and named)

### (2) BOND REQUESTED

(a) Bond Type:	
(b) Category :	

(c)	Principal Amount and/or maximum potential liability and currency of issue:	
(d)	Payment Currency:	
(e)	Effectiveness:	
(f)	Release conditions:	
(g)	Expiry Date (state if definite or expected):	
(h)	Bonding Guarantee to be provided by	
(i)	Name of Beneficiary:	
	Address:	
(j)	Bond to be remitted to (name and address + phone + fax):	
	by (date):	
(k)	Wording of Bonding Guarantee:	
(l)	Language of Bonding Guarantee:	
(m)	Translation into (circle one):	

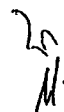
3. We certify that all the representations and warranties set out in Clause 7 of the Facility are fulfilled and will be fulfilled on the date of this Request. 

4. This Request is irrevocable.

Yours faithfully

\_\_\_\_\_  
Authorised Signatory

\_\_\_\_\_  
Authorised Signatory



# Amendment No. 1

## Surety Insurance

Policy No. 701.015.905.822

between

**DIV GRUPA d.o.o. za usluge**  
**Bobovica 10/A**  
**10430 Samobor**  
**Croatia**

(hereinafter referred to as the "Policyholder")

and

**Zurich Insurance plc Niederlassung für Deutschland**  
**Platz der Einheit 2**  
**60327 Frankfurt am Main**  
**Germany**

**Mail address:**  
**P.O. Box 90 04 16**  
**60444 Frankfurt am Main**  
**Germany**

(hereinafter referred to as "Zurich")

Zurich Insurance plc Niederlassung für Deutschland, Platz der Einheit 2, 60327 Frankfurt am Main  
Korrespondenzadresse: Zurich Insurance plc NfD, Kredit und Kautions, Postfach 90 04 16,  
60444 Frankfurt am Main

The Policyholder and Zurich agree with this Amendment No. 1 Surety Insurance Policy No. 701.015.905.822 the following:

**I. The following section:**

**2. Guarantee credit line / Individual sections**

- 2.1. Zurich provides to the Policyholder guarantees up to the following total amount on the basis of a guarantee credit line:

EUR 15,000,000.00 (in words: fifteen million Euro)

will be replaced by:

**2. Guarantee credit line / Individual sections**

- 2.1. Zurich provides to the Policyholder guarantees up to the following total amount on the basis of a guarantee credit line:

EUR 7,000,000.00 (in words: seven million Euro)

Other clauses in the Section 2 remain unchanged.

**II. The following section:**

**4. Premiums, costs and terms**

- 4.1. The premium is charged in accordance with § 7 a) GCI Surety 2011. The premiums for the types of guarantee listed in Clause 3.1. of this Surety Insurance Policy relate to the respective amount of the guarantee as follows:

Premium rate for all types of guarantees.....	p.a. 1.05 %
Minimum premium per guarantee annually.....	EUR 1,000.00
One-time issuing fee for each document independent of term.....	EUR 150.00

will be replaced by:

**4. Premiums, costs and terms**

- 4.1. The premium is charged in accordance with § 7 a) GCI Surety 2011. The premiums for the types of guarantee listed in Clause 3.1. of this Surety Insurance Policy relate to the respective amount of the guarantee as follows:

Premium rate for all types of guarantees.....	p.a. 1.35 %
Minimum premium per guarantee annually.....	EUR 1,000.00
One-time issuing fee for each document independent of term.....	EUR 150.00

Other clauses in the Section 4 remain unchanged.

III. On the Section 6, "Security":

A. The following section:

6. Security

If Section 5 of this Surety Insurance Policy provides that companies affiliated with the Policyholder can request their own guarantees, Zurich can demand that these companies are completely or partially jointly and severally liable (*gesamtschuldnerisch*) for the obligations of the Policyholder by declaring a "group counter guarantee" or an "individual counter guarantee" (see Clause 5.2). Corresponding declarations of liability, counter guarantees or other agreements with the companies entitled to apply for guarantees agreed accordingly with Zurich become a part of this Surety Insurance Policy.

6.1. Liquid partial security

In order to secure this guarantee credit line, a bank guarantee must be provided to Zurich or, in the alternative, an account with daily available funds must be pledged having a balance in the same amount.

Zurich must be consulted in advance with regard to the credit institution maintaining the account or issuing the guarantee due to reasons of acceptance.

The security must be provided in accordance with the following schedule:

when used in an amount up to.....	EUR 3,350,000.00.....	EUR 500,000.00;
when using	EUR 3,350,001.00	
up to.....	EUR 6,700,000.00.....	EUR 1,000,000.00;
when using	EUR 6,700,001.00	
up to.....	EUR 10,000,000.00.....	EUR 1,500,000.00;
when using	EUR 10,000,001.00	
up to.....	EUR 13,350,000.00.....	EUR 2,000,000.00;
when using	EUR 13,350,001.00	
up to.....	EUR 15,000,000.00.....	EUR 2,250,000.00.

In the case of exceeding the schedule, security must be provided by the Policyholder prior to signing any further guarantees. Zurich is first required to release security when the guaranteed amount falls below the respective level if there is excess security of 15 %.

will be replaced by:

6. Security

If Section 5 of this Surety Insurance Policy provides that companies affiliated with the Policyholder can request their own guarantees, Zurich can demand that these companies are completely or partially jointly and severally liable (*gesamtschuldnerisch*) for the obligations of the Policyholder by declaring a "group counter guarantee" or an "individual counter guarantee" (see Clause 5.2). Corresponding declarations of liability, counter guarantees or other agreements with the companies entitled to apply for guarantees agreed accordingly with Zurich become a part of this Surety Insurance Policy.

6.1. Item 6.1 is not used and is intentionally left blank.

**B. The following Clause 6.4 will be included:**

**6.4. Security with fixed expiry date**

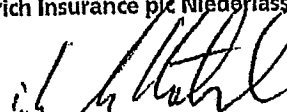
In case the security offered to Zurich has an expiry date, that limits the rights of Zurich to claim its indemnity after a certain date or event, the Policyholder undertakes to, 90 (ninety) calendar days before its fixed or presumed expiry date, either: (i) prove the extension of its validity to Zurich, with appropriate documentation extending the expiry into a new period of time; (ii) renew such security into a new identical security with a new later expiry date; or (iii) provide a new different security of similar or higher quality previously accepted by Zurich on its own sole and absolute discretion interest and criteria. In either case, the Policyholder recognize that Zurich alone in its own sole and absolute discretion will be entitled to determine if the documentation presented is appropriate and sufficient proof of satisfaction on the obligation herein described of maintaining Zurich secured.

**C. Other clauses in the Section 6 remain unchanged.**

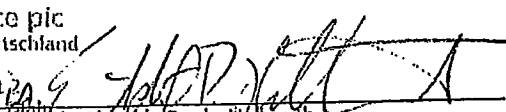
All other terms and conditions of the Surety Insurance Policy No. 701.015.905.822 will be valid unchanged.

Frankfurt/Main, November 11<sup>th</sup>, 2019.

Zurich Insurance plc Niederlassung für Deutschland

  
Christoph Koehler  
Underwriting Surety Germany

Zurich Insurance plc  
Niederlassung für Deutschland  
Credit Lines  
Platz der Einheit 2  
60327 Frankfurt am Main

  
Ernst de Almeida Prado Hellmuth  
Underwriting Surety Germany

(Place)

(Date)

DIV GRUPA d.o.o. za usluge



**DIV GRUPA d.o.o.**  
10430 SAMOBOR, Bobovica 10/A  
Tel. 01 3377-000, Fax. 01 3376-165  
OIB: 33890755814

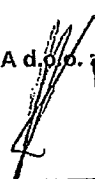
**DARKO PAPP**  
6  
CLAN UPRAVE (MEMBER OF THE BOARD)

(Place)

(Date)

DIV BRODO-GRADNJA d.o.o. za proizvodnju  
trgovinu i usluge

**DIV BRODOGRADNJA d.o.o.**  
za proizvodnju, trgovinu i usluge  
10430 SAMOBOR, Bobovica 10 a  
OIB: 44993645694

  
**TOMISLAV DEZELJAK**  
CHAIRMAN OF THE BOARD

\_\_\_\_\_  
(Place) (Date)

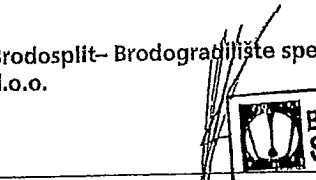
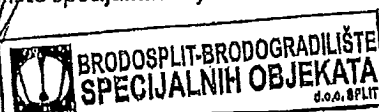
BRODOSPLIT d.d. (Brodograđevna Industrija Split  
d.d.)

TOMISLAV BORAK  
MEMBER OF THE BOARD

\_\_\_\_\_  
(Place) (Date)

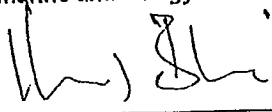
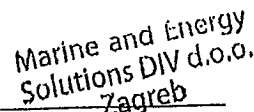
Brodosplit- Brodograđilište specijalnih objekata  
d.o.o.

TOMISLAV DEBEČAK  
MEMBER OF THE BOARD

\_\_\_\_\_  
(Place) (Date)

Marine and Energy Solutions DIV d.o.o. za usluge

Mislav Brčić  
General Manager

## Bond portfolio

Partner no.:	701.015.971.736	BRODOGRADEVNA INDUSTRIJA SPLIT, dionicko 21000 Split			
Bond no.	Commencing date	End date	Bond type	Bond amount	Premium rate %
Reference no.					Premium
Portfolio management					
704.005.866.399	2020-05-26	2026-03-02 ex	Warranty (W)	43.807,50 EUR	1,350
	Beneficiary		Smulders Projects Belgium		1.000,00 EUR MP
	Type of bonded obligations		contract 19/27821/35060/FJ/SP1		
704.005.892.357	2020-07-28	2025-06-15 ex	Warranty (W)	29.786,77 HRK	1,350
	Beneficiary		Lavevic-Inzenjering doo		1.000,00 EUR MP
	Type of bonded obligations		contract 331/2019		
704.006.023.107	2021-05-21	2022-08-15 ex	Payment	890.000,00 EUR	1,350
	Beneficiary		Viterlef Management Ltd		12.015,00 EUR AP
	Type of bonded obligations		contract NB 491, 45000 dwt tanker		
704.006.023.115	2021-05-21	2022-08-15 ex	Performance (P)	890.000,00 EUR	1,350
	Beneficiary		Viterlef Management Ltd		12.015,00 EUR AP
	Type of bonded obligations		contract NB 491, 45000 dwt tanker		
Partner no.: 701.015.971.736	Total amount of all bonds				1.827.744,76 EUR

# **Bond portfolio:**

BRODOGRADEVNA INDUSTRIJA SPLIT, dionicko 21000 Split					Premium		
Partner no.:	701.015.971.736	Commencing date	End date	Bond type	Bond amount	Premium rate %	Premium
Bond no.							
Reference no.							
Portfolio management							
704.005.866.399	2020-05-26	Beneficiary	2026-03-02 ex	Warranty (W)	43.807,50 EUR	1,350	1.000,00 EUR MP
	Type of bonded obligations			Smulders Projects Belgium contract 19/27821/35080/EJ/SP1			
704.005.892.357	2020-07-28	Beneficiary	2025-06-15 ex	Warranty (W)	29.786,77 HRK	1,350	1.000,00 EUR MP
	Type of bonded obligations			Lavevic-Inzenjering doo contract 331/2019			
704.006.023.107	2021-05-21	Beneficiary	2022-08-15 ex	Payment	890.000,00 EUR	1,350	12.015,00 EUR AP
	Type of bonded obligations			Viterlef Management Ltd contract NB 491, 45000 dwt tanker			
704.006.023.115	2021-05-21	Beneficiary	2022-08-15 ex	Performance (P)	890.000,00 EUR	1,350	12.015,00 EUR AP
	Type of bonded obligations			Viterlef Management Ltd contract NB 491, 45000 dwt tanker			
					1.827.744,76 EUR		
					Total amount of all bonds		

Partner no.: 701.015.971.736

PORTFELI OBVEZNICA  
(Bond portfolio )

Partner no.: 701.015.971.736

BRODOGRADEVNA INDUSTRIJA SPL.IT. dioničko 21000 Split

Obveznica br. ref. br. upravljanje portfeljom	Početak Kraj	Vista obveznice	Iznos obveznice	Premijska rata	premija
704.005.866.399	2020-05-26 2026-03-02 ex OBVEZNICE (Beneficiary Type of bonded obligations)	Garancija (W) UGOVOR Smulders Projects Belgium contract 19/27821/35060/F/J/SP1	43.807,50 EUR	1,350	1.000,00 EUR MP
704.005.892.357	2020-07-28 2025-06-15 ex OBVEZNICE (Beneficiary Type of bonded obligations)	Garancija (W) UGOVOR Lavevic-Inzenjering doo t 331/2019	29.786,77 HRK	1,350	1.000,00 EUR MP
704.006.023.107	2021-05-21 2022-08-15 ex OBVEZNICE (Beneficiary Type of bonded obligations)	Plaćanje UGOVOR Viterlef Management Ltd contract NB 491, 45000 dwt tanker	890.000,00 EUR	1,350	12.015,00 EUR AP
704.006.023.115	2021-05-21 2022-08-15 ex OBVEZNICE (Beneficiary Type of bonded obligations)	Izvedba (P) UGOVOR Viterlef Management Ltd contract NB 491, 45000 dwt tanker	890.000,00 EUR	1,350	12.015,00 EUR AP
Partner no.: 701.015.971.736		Ukupan iznos svih obveznica	1.827.744,76 EUR		

str. I

Datum izdavanja: 2022-05-17  
Legenda: ex - vanjski datum isteka; in - očekivani datum isteka AP - godišnja premija MP - minimalna premija OP - jednokratna premija

VJEŠTIK  
ZADRAVEC  
HRT - Pismo 2  
15.02.2022. 13:10:42

ODVJETNIK  
GEN. ZADRAVEC  
15.02.2022. 13:10:42

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Titel

FINA

ZAGREB

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bilica grada Vukovara to

Masa: 182g  
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Zagreb  
24.05.22  
13:11:05  
10106  
HP Hrvatska  
8.40



FINANCIJSKA AGENCIJA  
ODSEK ZA PRIJEM, EVIDENTIRANJE  
I POHRANU OSNOVA ZA PLACANJE  
ZAGREB 2

25-05-2022

PREDSTEAJNE NAGODBE  
PRIMANJE I OTPREMA POSTE  
KLASA:  
UR. BROJ: