

FINANCIJSKA AGENCIJA

OIB: 85821130368

RC Zagreb, Ulica grada Vukovara 70, 10000 Zagreb

(adresa nadležne jedinice)

Nadležni trgovački sud: Trgovački sud u Zagrebu

Poslovni broj spisa: St - 1329/2022

FINANCIJSKA AGENCIJA
ODSJEK ZA PRIJEM, EVIDENTIRANJE
I POHRANU OSNOVA ZA PLAĆANJE
ZAGREB 2

25-05-2022

**PREDSTEČAJNE NAĀODBE
PRIMANJE I OTPREMA POŠTE**

KLASA:

UR. BROJ:

PRIJAVA TRAZBINE 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: DIV GRUPA d.o.o.

OIB: 33890755814

Adresa / sjedište

Bobovica 10A | HR-10430 Samobor

PODACI O TRAZBINI:

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)

Vjerovnik (Wijge Holding B.V.) sklopio je s društvom Brodosplit JSC Ugovor o kratkoročnom zajmu (kako je izmijenjen odgovarajućim aneksima). Aneksom br. 3 Ugovoru o kratkoročnom zajmu sve obveze društva Brodosplit JSC preuzelo je društvo DIV GROUP d.o.o (dužnik). Ukupan iznos obveze i dan dospijeca određeni su Aneksima br. 4 i 5 Ugovoru o kratkoročnom zajmu.

Iznos dospjele tražbine: 0,00 (kn)

Glavnica: 41.442.357,00 (kn)

Kamate: 5.156.401,22 (kn)

Iznos tražbine koja dospijeva nakon otvaranja predstečajnog postupka:

46.598.758,22 (dan dospijeca 15.6.2022.) (kn)

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

Ugovor o kratkoročnom zajmu, Aneks br. 1 Ugovoru o kratkoročnom zajmu, Aneks br. 2 Ugovoru o kratkoročnom zajmu, Aneks br. 3 Ugovoru o kratkoročnom zajmu, Aneks br. 4 Ugovoru o kratkoročnom zajmu, Aneks br. 5 Ugovoru o kratkoročnom zajmu, Obračun kamata

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

23. svibnja 2022.

Potpis vjerovnika

ODVJETNIK
BEATA GLINSKA
ZAGREB

ODVJETNIČKO DRUŠTVO
GLINSKA & MIŠKOVIĆ
d.o.o.
ZAGREB, Ulica grada Vukovara 269f
©

Prilozi:

Punomoć društva Wijge Holding B.V.

Pismo namjere

Ovjereni prijevod pisma namjere

Ugovor o kratkoročnom zajmu

Ovjereni prijevod Ugovora o kratkoročnom zajmu

Aneks br. 1 Ugovoru o kratkoročnom zajmu

Ovjereni prijevod Aneksa br. 1 Ugovoru o kratkoročnom zajmu

Aneks br. 2 Ugovoru o kratkoročnom zajmu

Ovjereni prijevod Aneksa br. 2 Ugovoru o kratkoročnom zajmu

Aneks br. 3 Ugovoru o kratkoročnom zajmu

Ovjereni prijevod Aneksa br. 3 Ugovoru o kratkoročnom zajmu

Aneks br. 4 Ugovoru o kratkoročnom zajmu

Ovjereni prijevod Aneksa br. 4 Ugovoru o kratkoročnom zajmu

Aneks br. 5 Ugovoru o kratkoročnom zajmu

Ovjereni prijevod Aneksa br. 5 Ugovoru o kratkoročnom zajmu

Obračun kamata

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

OVJERENI PRIJEVOD S ENGLESKOG JEZIKA

H. Breitenfeld

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:

ALGE 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**“);

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

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 dospijeca;
- 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:

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

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 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 hereto~~ agree that paragraph 3.1 of the Agreement is hereby amended to read as

The remaining amount of the Loan, including accrued Interest and costs, will be (re)paid in full 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.

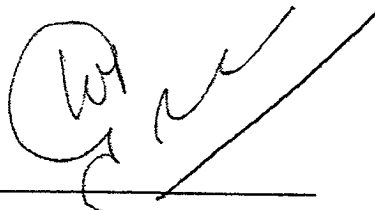
(Signature page to follow)

e

Missinger
THUS AGREED and signed in _____, on 28 May 2021.

BRODOSPLIT JSC

WIJGE HOLDING B.V.



By: Tomislav Debeljak

Function: President of the Board

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:

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

OVJERENI PRIJEVOD S ENGLESKOG JEZIKA

H. Breitenfeldt

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:

WIJGE HOLDING, društvo s ograničenom odgovornošću (*/beslotenvennootschap 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**“);

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

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 Ugovornih strana preuzeti sva prava i obveze *Zajmoprimca* temeljem Ugovora, stoga će položaj *BRODOSPLIT JSC* kao *Zajmoprimca*.

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

ČLANAK 2.

Ugovor 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 Ugovora.

ČLANAK 3.

Sve obaveze i odgovornost iz članka 10. Ugovora primjenjuju se na ovaj Aneks.

ČLANAK 4.

Ugovor će se sklopiti u bilo kojem broju primjeraka i od strane svake Ugovorne strane u istom broju 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 predstavljaju isto sredstvo.

(Slijedi potpisna stranica)

(Sadržaj na sljedećoj stranici, ostatak stranice prazan)

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, stajući 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/

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

ERODOSPLIT 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

HBreitenfeld

SVAKO 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

H. Breitenfeld

WIJGE HOLDING B.V.

/potpis nečitljiv/

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

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

②

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)

© k

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

BRODOSPLIT JSC


By: Tomislav Debeljak
Function: President of the Board

Mr Debeljak:


Tomislav Debeljak, Guarantor

POLARIS EXPEDITIONS INC.


By: Tomislav Debeljak
Function: Director

DIV GROUP Ltd.


By: Vedrana Debeljak
Function:

WIJGE HOLDING B.V.


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

THE UNDERSIGNED:

- I. WIDGE HOLDING B.V. is 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 (*maatschappelijke zetel*) in Vlissingen, the Netherlands, and its office at Beekweg 2, 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 is 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");
- 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").

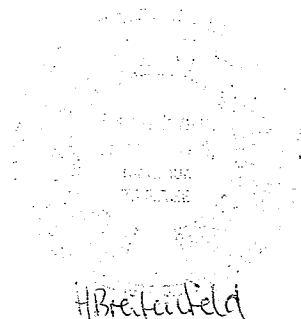
The Lender, the Borrower, Mr Debeljak, Polaris and DIV GROUP are hereinafter collectively also referred to as: the 'Parties', each individually being a 'Party'.

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.

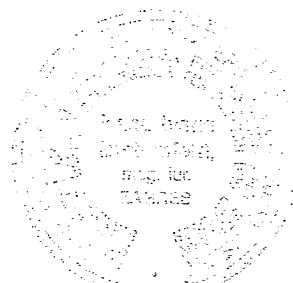
Ovaj prijevod sastoji se
od 7 stranica / 14 listova
Broj ovjere: 72/2022
Datum: 20. 05. 2022.

OVJERENI PRIJEVOD S ENGLESKOG JEZIKA



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

OVJERENI PRIJEVOD S ENGLESKOG JEZIKA



H. Brečić

UGOVOR O KRATKOROČNOM ZAJMU

Između
WIJGE HOLDING B.V.
kao Zajmodavac

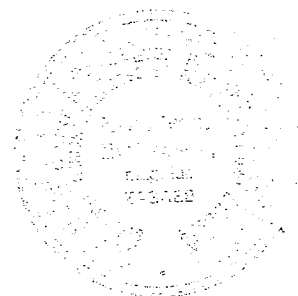
i

BRODOSPLIT JSC
Kao Zajmoprimac

i

G. DEBELJAK
Kao jamac

5. siječnja 2021. godine



ANI:

E 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 4381 CG Vlissingen, Nizozemska, upisano u trgovački registar nizozemske gospodarske komore („Trgovački registar“) pod brojem 22026385 („**Zajmodavac**“);

RODOSPLIT 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

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**“).

se obračunava mjesečno i dodaje na iznos glavnice.

Kamate nastale temeljem ovog Ugovora računaju se na bazi mjeseca u trajanju od deset dana.

OTPLATA

Obnovljeni iznos Zajma, uključujući obračunate kamate i troškove, biti će plaćen u gotovini najkasnije 1. ožujka 2021. godine („Datum dospijeća“).

Dopuštena je prijevremena otplata zajma bez ikakvih penala.

4. DOGAĐAJ NEISPUNJENJA

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.

Zajmoprimac će odmah u pisanom obliku obavijestiti Zajmodavca ako i kada dođe do bilo koje od gore navedenih činjenica i/ili okolnosti.

Dodjela 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 zaštitio svoja prava ili regresirao svoja potraživanja od Zajmoprimca u skladu s ovim Ugovorom.

ČLANAK 5. OSIGURANJE

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 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 će supotpisati ovaj Ugovor radi potvrde i prihvaćanja svojih obveza prema ovom članku 5.

ČLANAK 6. UGOVORI O FINANCIJSKIM 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:

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

winand@oceanwide-expeditions.com
erik@oceanwide-expeditions.com

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.

Obavijest koju Ugovorna strana pošiljatelj ima učinak prema Ugovornoj strani primatelju samo ako Ugovorna strana pošiljatelj posjeduje sljedeće dokumente:

- ☐ obavijest o primitku, ako je obavijest poslana preporučenom poštom; ili
- ☒ 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.

Sve sporove koji mogu proizaći iz ovog Ugovora nadležan je stvarno nadležan sud
Rotterdam, Nizozemska.

(Slijedi potpisna stranica)

ovaj dokument nastavlja na sljedećoj stranici, ostatak stranice prazan/

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

OSPLIT JSC

/potpis nečitljiv/

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

H. Breitenfeld

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:

- BLIJCE 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');
- 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').
- 

shall accrue on a monthly basis and be added to the principal amount of the Loan.

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 (*conservatoir beslag*) 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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The Borrower shall inform the Lender immediately in writing if and when any of the mentioned facts and/or circumstances occurs.

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

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

emilia.debeljak@divgroup.eu

lode.seid@divgroup.eu

edra.debeljak@divgroup.eu

winand@oceanwide-expeditions.com

erik@oceanwide-expeditions.com

Each of the Parties is entitled to, during the term of this Agreement, notify the other Party of (written e-mail) address to which any notice should be sent.

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

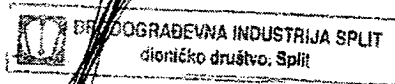
10.2 All disputes that may arise in connection with this Agreement or any agreements resulting from this Agreement will be submitted to the competent court of Rotterdam, the Netherlands.

(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 handwritten signature in black ink, consisting of a large 'W' and 'G' followed by a checkmark-like stroke.

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

Function: sole statutory director

PUNOMOĆ

Ovime mi, **Wijge Holding B.V.** društvo s ograničenom odgovornošću (*beslotenvennootschap met beperkteaansprakelijkheid*), 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 („Društvo“)

opunomoćujemo

Beatu Glinska,
Tenu Jurišić, Katarinu Šarić,
Mateu Vidjak Veselić i Emila Cetinu
odvjetnike
u Odvjetničkom društvu Glinska & Mišković
d.o.o., Ulica grada Vukovara 269f, Zagreb

i/ili

Mariju Perušinović i/ili Tihanu Krajnović
i/ili Hanu Ivanu Breitenfeld i/ili
Ivana Kaliternu i/ili Anamariju Vitlić
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 **DIV GRUPA d.o.o.**, OIB 33890755814, Samobor, Bobovica 10A, temeljem rješenja Trgovačkog suda u Zagrebu od dana 27. travnja 2022.g. pod poslovnim brojem St-1329/2022: te

2. 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

POWER OF ATTORNEY

Hereby we, **Wijge Holding B.V.**, a private company with limited liability (*beslotenvennootschap met beperkteaansprakelijkheid*), 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 (“Company”)

authorize

Beata Glinska,
Tena Jurišić, Katarina Šarić,
Matea Vidjak Veselić and Emil Cetina
Attorneys at Law
at the Law Firm Glinska & Mišković Ltd.
Ulica grada Vukovara 269f, Zagreb

and/or

Marija Perušinović and/or Tihana Krajnović
and/or Hana Ivana Breitenfeld and/or
Ivan Kaliterna and/or Anamarija Vitlić
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 **DIV GRUPA d.o.o.**, OIB 33890755814, Samobor, Bobovica 10A based on the decision of the Commercial Court in Zagreb dated 27 April 2022 under the reference number St-1329/2022; and

2. 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,

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.

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.

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

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

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

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

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

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

Na ovu Punomoć primjenjuje se hrvatsko pravo.

This Power of Attorney is governed by Croatian law.

Mjesto/Place: Vlissingen

Datum/ Date: 22-5-2022

Wijge Holding B.V.
zastupano po / represented by



W.A.H. VAN GESSEL
director



WIJGE HOLDING B.V.
Bellamypark 21
4381 CG Vlissingen
the Netherlands
register number 22026385

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

H. Breitenfeldt

/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

/nap. sud. tum.: podnožje ispušteno kao nepotrebno/

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

- 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.

Tomislav Debeljak
CEO



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 (*beslotenvennootschap 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').



- 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:



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.

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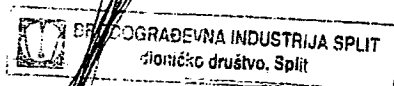
- 10.2 All disputes that may arise in connection with this Agreement or any agreements resulting from this Agreement will be submitted to the competent court of Rotterdam, the Netherlands.

(Signature page to follow)

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

BRODOSPLIT JSC

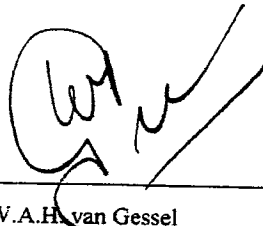


By: Tomislav Debeljak

Function: President of the Management Board

Mr Debeljak

WIJGE HOLDING B.V.

A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end.

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

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 (*statudaire 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 Debeljak, Polaris and DIV GROUP hereby:*

②

- 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 DIV 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.

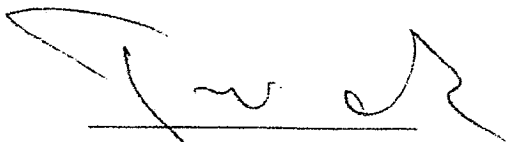
This Addendum may be entered into any number of counterparts and by each of the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart, when executed, shall constitute an original, but all the counterparts shall together constitute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

(Signature page to follow)



THUS AGREED and signed in SPLIT, on 21 April 2021.

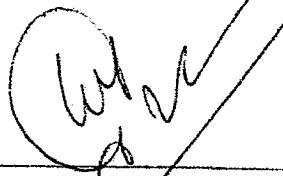
BRODOSPLIT JSC



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



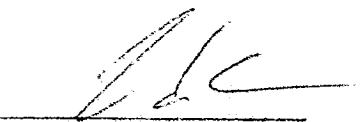
POLARIS EXPEDITIONS INC.



By: Tomislav Debeljak

Function: Director

DIV GROUP Ltd.



By: Vedrana Debeljak

Function:



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

OVJERENI PRIJEVOD S ENGLESKOG JEZIKA



#Breitenfeld



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 ako 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 trenutno 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 dospijeća“).*

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 prihvatanja 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 broj 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.

Jerodavno 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 a 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 čine jedno te isto sredstvo.

(Slijedi potpisna stranica)

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

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

ERODOSPLIT d.d.

/potpis i pečat nečitljiv/

WIJGE HOLDING B.V.

/potpis nečitljiv/

Id: Tomislav Čorak
Funkcija: Član uprave

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

. Debeljak

otpis nečitljiv/

OLARIS EXPEDITIONS INC.

otpis nečitljiv/

d: Tomislav Debeljak
funkcija: Direktor

IV GRUPA d.o.o.

otpis nečitljiv/

d: Vedrana Debeljak
funkcija:

aj prijevoda s engleskog jezika

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

greb, 20. svibnja 2022. godine
oj ovjere: 73/2022

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. WLJGE 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 (*statuatrezeel*) in Vlissingen, the Netherlands, and its offices at Bellanypark 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

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:*

- 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 Debelsak, Polaris and DIV 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.

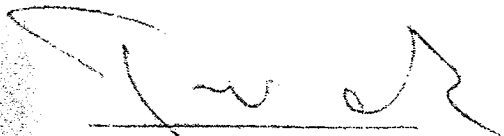
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(Signature page to follow)

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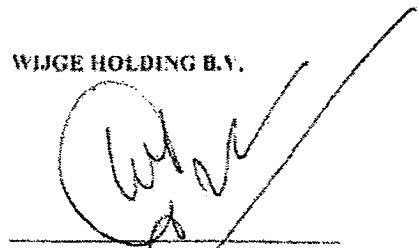
THUS AGREED and signed in Stuy on 21 April 2021.

BRODOSPLIT JSC



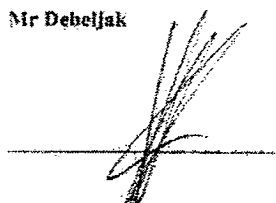
By: Tomislav Čorak
Function: Member of the Management Board

WIJGE HOLDING B.V.

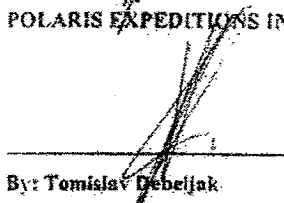


By: Mr. W.A.H. van Gessel
Function: sole statutory director

Mr Debeljak

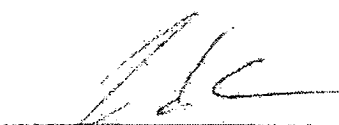


POLARIS EXPEDITIONS INC.



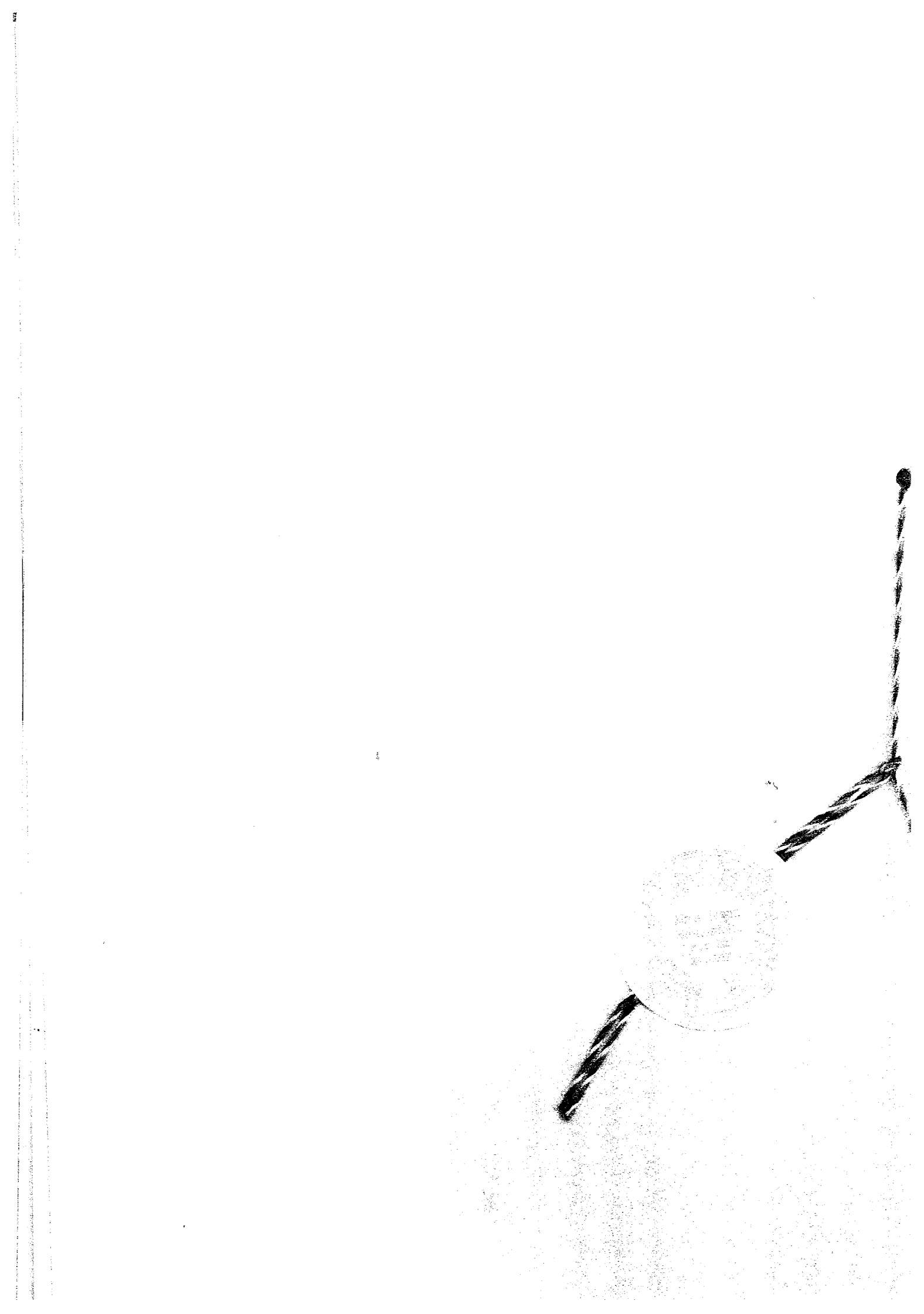
By: Tomislav Debeljak
Function: Director

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)

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

BRODOSPLIT JSC

WIJGE HOLDING B.V.



By: Tomislav Debeljak

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

Function: President of the Board

Function: sole statutory director

Mr Debeljak

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

①

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, 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)

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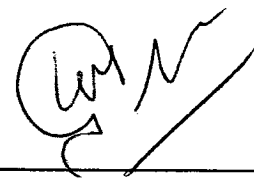
THUS AGREED and signed in _____, on 14 October 2021.

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

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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)

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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.



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)

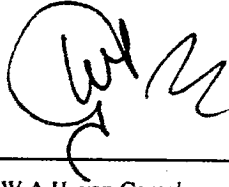
Q

THUS AGREED and signed in Vlissingen, on 15 Nov 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

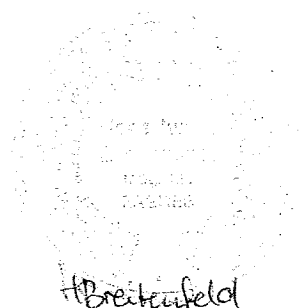
Tomislav Debeljak, Guarantor

POLARIS EXPEDITIONS INC.

By: ~~Tomislav~~ Debeljak
Function: Director

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

OVJERENI PRIJEVOD S ENGLESKOG JEZIKA



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 (*/beslotenvennootschap 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 dospeljeća;
- 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 dospjeća**“).*

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

DIV 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

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

WIJGE HOLDING B.V.

/potpis nečitljiv/

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

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

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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) 10

- 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)

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

DIV GROUP Ltd.

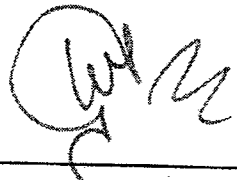
By: Tomislav Debeljak
Function: President of the Board

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 (*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, 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 4 stranice / 8 listova
Broj ovjere: 77/2022
Datum: 20. 05. 2022.

OVJERENI PRIJEVOD S ENGLESKOG JEZIKA

H. Breitfeld

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 (*/beslotenvennootschap 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 dospjeća;
- 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.

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

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

ČLANAK 2.

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

ČLANAK 3.

Ujrođavno 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 a 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 čine 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/

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 (*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, 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

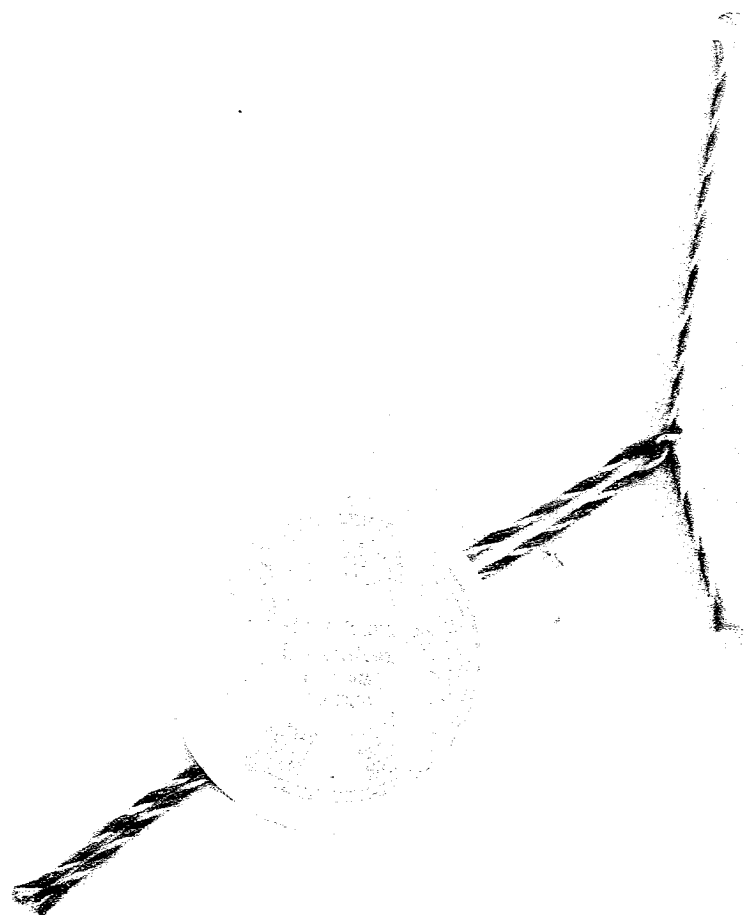


POLARIS EXEDITIONS INC.



By: Tomislav Debeljak

Function: Director



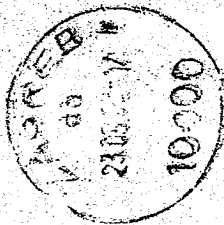
Obračun kamata

Ugovor o kratkoročnom zajmu Debeljak – Polaris 12%

Datum: 22.5.2022.

Datum	Iznos	dani zakašnjenja	iznos kamata
6.1.2021.	2.000.000 €	502	330.082 €
21.4.2021.	2.000.000 €	397	261.041 €
15.11.2021.	1.500.000 €	189	93.205 €
Ukupno:	5.500.000 €		684.329 €
Ukupni dug:			6.184.329 €
Kunska protuvrijednost:			46.598.758,22

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



FINANCIJSKA AGENCIJA
OLJEK ZA PRILEM, EVIDENTIRANJE
I POHRANU OSNOVA ZA PLACANJE
ZAGREB
25-05-2022
PREDSTAVLJANJE NAGODBE
PRIMANJE I OTHREMA POSTE
KLASA
UR. BROJ

FINANCIJSKA
AGENCIJA
Vukovara 70
Ulica grada
10 000 ZAGREB