

A-MORE YACHTS d.o.o. from Zagreb, Ulica Vojina Bakića 10, OIB: 44800651850 represented by director Tihomir Trifunović, on one side as the seller (hereinafter: the Producer)

and

LUXURY YACHTING d.o.o., from Zagreb, Froudeova ulica 3, OIB: 54288671844 represented by director Fabrice Roghe on the other side as a financier (hereinafter: the Financier)

have on 27.06.2024. concluded the following

**Framework contract on business cooperation
regarding the construction of yachts
("The Framework contract")**

Article 1

The Parties agree to:

- The Producer is a company engaged in the production of yachts.
- In its assortment, the Producer has a sailing yacht type MORE 55, MORE 50 and MORE 40 and is the holder of all intellectual property rights on the described yacht types;
- The Producer has the necessary knowledge and capacity to build the yachts.
- The Financier agrees to finance the construction of the yachts, all under terms and conditions generally provided in this Contract.

Article 2

In accordance with the assumptions referred to in Article 1, the Producer undertakes to produce and sell to the end buyer and the Financier undertakes to finance the construction of a sailing yacht, all as generally provided in this Framework contract ("the designated yacht"). Details regarding each specific yacht shall be described in the specific contract which shall be concluded separately for each yacht ("the Specific contract"). Each Specific contract shall be enclosed by annex 1 containing specification of equipment.

Article 3

The Producer undertakes to register the designated yacht as a yacht under construction and to inscribe mortgage in favor of the Financier immediately after the designated yacht is being laminated. This registration of the yacht in construction and the mortgage in favor of the Financier should serve as a collateral for repayment of the loan (the amount of financing) and Financier's earnout after the designated yacht is constructed and paid by the end buyer.

The collateral shall be unregistered once the end buyer pays the purchase price for the designated yacht.

Article 4

The list of material and equipment necessary for the construction of the designated yacht shall be specified in the list attached to the Specific contract as Annex 2 and shall include unit costs of materials used.

The Producer guarantees to the Financier that Annex 2 of the Specific contract shall contain all the material necessary for the construction of the designated yacht. If certain items are subsequently determined as necessary, the Producer undertakes to buy and purchase them at his own expense.

The Producer shall also, regarding a designated yacht, present to the Financier a predictable manufacturing cost and such schedule shall be enclosed as the part of the Specific contract.

Annex 1 to the Specific contract shall stipulate a delivery schedule regarding a specific designated yacht, however, the delivery date shall not be earlier than expiration of 6 months after the Financier releases the funds for production of the designated yacht.

Article 5.

All the material for the construction of the designated yacht, as specified by Annex 2 to the Specific yacht, will be financed by the Financier, immediately after the contractual parties agree about the manufacturing cost and delivery schedule, to ensure all materials and equipment be available and ready in the moment of commencement of construction.

The entire amount financed by the Financier shall be used only for production of the designated yacht and the Producer shall not be entitled to use it for any other purpose.

The Financier shall execute payments on a special purpose bank account (“SPV account”) which the producer shall open only for purposes of execution of this Framework Contract and Specific contract. The Financier shall be granted the access to the SPV account and would be entitled to execute payments from the SPV account.

Any payment of funds from the SPV account should only be released for payment of suppliers of materials necessary for the construction of the designated yacht and for payment of manufacturing cost according to manufacturing progress plan regarding the designated yacht, all as shall be specified in Specific contract, Annex 1, Annex 2 to the Specific contract.

The contractual parties undertake to stipulate in the Specific Contract that all payments to be executed from the moment of signing the Specific contract, in accordance with the payment plan, shall be transferred to the SPV account.

In case the Producer has already concluded the contract with an end buyer (before conclusion of this Framework contract), the parties commit to agree in the Specific contract that a deposit paid for the designated yacht before conclusion of this Framework contract, shall either be put by the Producer on the SPV account in which case the Financier finances as well the construction of the designated yacht, not only materials and equipment, and in such cases, the Producer shall not be entitled to dispose of such funds without the approval of the Financier, or will be kept by the Producer in which case the Financier shall finance the construction of the designated yacht only for the amount which exceeds the deposit kept by the Producer.

All the remaining amount on the SPV account shall serve as a collateral for the debt of the Producer towards the Financier, until its full repayment.

Article 6.

The Producer is obliged to keep all the material and equipment financed by the Financier separately from his own stocks and assumes the risk of any failure for the same after the material and/or equipment has been handed over to him.

The Producer shall keep a list of the Financier's material and shall immediately upon the Financier's request hand over the list of materials in stock and/or access the inventory of the material and/or equipment.

The Financier will appoint a person who will supervise the construction and track the manufacturing process and have access to the inventory.

Article 7

The Producer will provide and ensure the necessary workers to perform the construction work for the designated yacht.

The Parties shall agree in the Specific contract the value of all the work necessary for the construction of the yacht in a fixed amount ("the value of Producer's work").

The Financier will finance the value of Producer's work according to the stages of the execution of the works (manufacturing cost reimbursement), as follows:

- Upon completion of the lamination of the hull and inner liners, in the amount of 20% of the value of Producer's work,
- Upon completion of the lamination of the deck and inner liners, in the amount of 20% of the value of Producer's work,
- After boat goes to assembly and inner liners are inside the hull together with stainless steel construction, pipes and engine in the amount of in the amount of 20% of the value of Producer's work,

- After the furniture is inside the boat, in the amount of 20% of the value of Producer's work,
- After joining the hull and deck, in the amount of 20% of the value of Producer's work

The Financer and the Producer will jointly determine that a given stage has been reached. Once both parties agree, the respective amount is released from the SPV account. Any payments that have already been received from the customer by the Producer before conclusion of the contract and that have not been transferred to the SPV account will be deducted from manufacturing cost reimbursement as shown in Specific Contract.

The Financer will ensure that sufficient funds are available on the SPV account to cover the reimbursements.

Article 8.

The Producer undertakes to complete the entire construction of the designated yacht within 210 days from the date of payment by Financier to SPV account, according to the following dynamics:

- Lead time to receive laminating material before start of lamination of 30 days
- completion of the lamination of the hull and inner liners of the hull within 45 days from the date of receipt of the laminating material in the factory;
- completion of the lamination of the deck and inner liners within 60 days from the date of receipt of the laminating material in the factory;
- completion of the interior, within 120 days from the day of the beginning of the construction of the hull in the lamination,
- joining of the hull and the deck within 150 days from the day of the beginning of the construction of the hull in the lamination;
- handing over the yacht to the end buyer, within 180 days from the date of conclusion of this Contract.

Article 9

The Producer has no right of retention on the designated yacht and/or material of the designated yacht.

Article 10

The Producer commits to agree with the end buyer that all future payments of the purchase price for the Designated yachts are executed to the SPV account.

The Financier is entitled to get repayment of the amount financed once the amount of cash on the SPV account exceeds the expected remaining cost for material and manufacturing.

The Financier is entitled to get repayment of the entire amount of the loan, increased for 10% of the loan as earnout for prefinancing the project.

In case the delivery schedule for the designated yacht is delayed for more than 2 weeks due to Producer's nonperformance, then the Financier would be entitled to 0,5% of delay interest on the repayment amount per month of delay.

The Financier may decide, upon its own discretion, whether to make repayment of the loan or to invest this amount for construction of another yachts, under the same terms and conditions as defined herein.

Article 11

If the Producer is in delay with the construction of the designated yacht for more than 6 months, the Financier shall have the right to convert its due claim into equity shares of the Producer in such way that each 100.000,00 EUR of claim shall be converted into 5% of equity shares.

Article 12

Any disputes arising from the rights and obligations under this agreement shall be resolved by the parties by amicable means, otherwise they shall agree on the jurisdiction of the Commercial Court of Zagreb.

Article 13

This contract is drawn up in two counterparts, one for each party.
In acceptance of the rights and obligations arising from the provisions of this Contract, the parties shall sign it through their authorized representatives.

PRODUCER



A-MORE YACHTS d.o.o.
Zagreb

FINANCIER
