

ODVJETNIK IVAN VRDOLJAK

UTJEŠENOVIĆEVA 2, 10000 ZAGREB, FAX: +385-4813062, MOB: +385-95-9011831

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/Predstečajne nagodbe/
FINANCIJSKA AGENCIJA
Ulica grada Vukovara 70
10000 ZAGREB

Na broj: St-1118/2019

FINANCIJSKA AGENCIJA
ODSJEK ZA PRIJEM, EVIDENTIRANJE
I POHRANU OSNOVA ZA PLACANJE
Z A G R E B 2

U Zagrebu, 20. 6. 2019.

24 -06- 2019

PREDSTEČAJNE NAGODBE
PRIMANJE I OTPREMA POŠTE

KLASA:

UR. BROJ:

Pravna stvar:
VJEROVNIK:

DOUG SHEDDON, zastupan po punomoćniku Ivanu
Vrdoljaku, odvjetniku iz Zagreba, Utješenovićeve 2

DUŽNIK:

UDRUGA KHL MEDVEŠČAK ZAGREB iz Zagreba, Ilica 82,
OIB: 03711474898, kao sljednik **KLUB HOKEJA NA LEDU**
«MEDVEŠČAK» ZAGREB, iz Zagreba, Schlosserove stube
2, OIB: 77929934450

PRIJAVA TRAŽBINE

1x, prilog: prijava tražbine na propisanom obrascu s priložima

Vjerovnik ovime dostavlja prijavu tražbine na propisanom obrascu s priložima

~~DOUG SHEDDON~~
Ivan Vrdoljak
Zagreb

Obrazac 3.

FINANCIJSKA AGENCIJA

OIB: 85821130368

Ulica grada Vukovara 70, Zagreb

Nadležni trgovački sud: Trgovački sud u Zagrebu.

Poslovni broj spisa: St-1118/19

PRIJAVA TRAZBINE VJEROVNIKA U PREDSTEČAJNOM POSTUPKU

PODACI O VJEROVNIKU:

Ime i prezime / tvrtka ili naziv: DOUG SHEDDEN

OIB: 77929934450

Adresa / sjedište:

zastupan po punomoćniku Ivanu Vrdoljaku, odvjetniku iz Zagreba, Utješenovićeve 2, P. P. 459, OIB: 23377110696, e-mail: info@odvjetnik-vrdoljak.com, mob: 0959011831

PODACI O DUŽNIKU:

Ime i prezime / tvrtka ili naziv UDRUGA KHL MEDVEŠČAK ZAGREB

OIB: 03711474898

Adresa / sjedište: Ilica 82, Zagreb

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 je bio trener hokeja kojeg je prednik dužnika **KLUB HOKEJA NA LEDU «MEDVEŠČAK» ZAGREB**, iz Zagreba, Schlosserove stube 2, OIB: 77929934450, angažirao za igračku sezonu 2014/2015. Temeljem trenerskog ugovora prednik dužnika je vjerovniku ostao dužan 34.880,00 USD koje je dospjelo najkasnije 5. 7. 2016. uvećano za zsk tekuće od 5. 7. 2016. do 23. 5. 2019. u iznosu od 7.320,00 USD.

Prijavljena tražbina preračunava se u HRK primjenom važećeg tečaja na 23. 5. 2019. od 6,6 HRK za 1 USD te iznosi: **232.208,00 HRK glavnice (34.880,00 USD * 6,6) i 48.312,00 HRK kamata (7.320,00 USD * 6,6)**

Iznos dospjele tražbine: 280.520,00 HRK.

Glavnica: 232.208,00 (kn)

Kamate: 48.312,00 (kn)

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

1. Uovor trenera za sezonu 2014/2015 plus „Payment agreement“
2. obračun kamata od 5. 7. 2016. do 23. 5. 2019.
3. izvod iz registra za prednika dužnika.

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

Naziv ovršne isprave

PODACI O RAZLUČNOM PRAVU:

Pravna osnova razlučnog prava

Dio imovine na koji se odnosi razlučno pravo

Iznos tražbine

_____ (kn)

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

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

PODACI O IZLUČNOM PRAVU:

Pravna osnova izlučnog prava ____

Dio imovine na koji se odnosi izlučno pravo

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

Mjesto i datum

Zagreb, 20. 6. 2019.

Potpis vjerovnika

ODVJETNIK
Ivan Vrdoljak
Zagreb

Datum obračuna: 21.05.2019

Br.	Stavka / Opis	Datum	Iznos	Dug po kamati	Ukupni dug		
1.	GLAVNICA	05.07.2016	34.880,00	0,00	34.880,00		
	Period obračuna	Osnovica	Br. dana	K. stopa	Kta razdoblja	Kta kumulativno	Dug kumulativno
	06.07.2016 - 31.12.2016	34.880,00	179	7,88%	1.344,23	1.344,23	36.224,23
	01.01.2017 - 30.06.2017	34.880,00	181	7,68%	1.328,38	2.672,62	37.552,62
	01.07.2017 - 31.12.2017	34.880,00	184	7,41%	1.302,93	3.975,54	38.855,54
	01.01.2018 - 30.06.2018	34.880,00	181	7,09%	1.226,33	5.201,88	40.081,88
	01.07.2018 - 21.05.2019	34.880,00	325	6,82%	2.118,12	7.320,00	42.200,00

Rekapitulacija obračuna

Glavnica (1)	34.880,00 USD
Trošak ovrhe (0)	0,00 USD
Kamate	7.320,00 USD
Uplate (0)	0,00 USD
Ukupni dug na dan 21.05.2019	42.200,00 USD

August 12th, 2015
Zagreb, Croatia



KHL MEDVEŠČAK I
Ilica 82 | HR-10000
Zagreb | Croatia
phone/fax:
+385 (0)1 48 47 071 |
e-mail:
info@medvescak.com
www.medvescak.com

ž-r: pbz
2340009-1100039178
mb: 03800679

Payment Agreement

signed between

Doug Shedden (Coach)

and

KHL Medvescak

Schlosserove stube 2, 10000 Zagreb, Croatia

The club states that it still owes Doug Shedden a total of 34,880 USD Net in unpaid salary from the 2014- 2015 KHL season. The club agrees to the this payment schedule listed below.

The payments for the old unpaid salary will be made on or before:

August 20th, 2015 in the amount of	4,000 USD
October 5th, 2015 in the amount of	3,088 USD
November 5th, 2015 in the amount of	3,088 USD
December 5th, 2015 in the amount of	3,088 USD
January 5th, 2016 in the amount of	3,088 USD
February 5th, 2016 in the amount of	3,088 USD
March 5th, 2016 in the amount of	3,088 USD
April 5th, 2016 in the amount of	3,088 USD
May 5th, 2016 in the amount of	3,088 USD
June 5th 2016 in the amount of	3,088 USD
July 5th 2016 in the amount of	3,088 USD

Damir Gojanovic

(President)

KHL Medvescak Zagreb

Doug Shedden

(Coach)

COACH CONTRACT

between

KHL MEDVEŠČAK
Schlosserove stube 2, 10000 Zagreb

and

Head Coach
Doug Shedden
Born April 29th 1961
Resident of Canada

Dated 8th Day of October 2014.

NR

This Head Coach CONTRACT (the 'Agreement') is entered as of this 8th day of October 2014 by and between:

KHL MEDVEŠČAK a sports association, duly organized and existing under the laws of the Republic of Croatia, having its registered seat at Schlossove stube 2, 10000 Zagreb, registered with the Register of Associations of the Republic of Croatia under the registration number 21001170 (the 'Club'), represented by Damir Gojanović and Markoantonio Belinić.

and

(the Head Coach) **Doug Shedden**

(The Club and HC hereinafter collectively referred to as the 'Parties' or individually as a 'Party')

1 Scope of application

1.1 This Agreement is effective throughout the duration of the Kontinental Hockey League ('KHL') 2014/2015 and season which begins on October 9th 2014 and ends on April 30th 2015, or the Croatian Ice Hockey Championship, whichever comes first (the 'Contract Period').

2 Coach Fee

2.1 For services rendered by the coach to the Club, which are the subject matter of this Agreement, alongside with the internal rules of the Club, the Parties agree that the net base compensation is set at 150,000 USD Net for the contractual season, which cannot be changed without an added supplement to this Agreement.

2.2 The KHL Net Base Compensation will be paid out in 6 (six) installments for the 14-15 season.

d) 1st instalment	until November 5th	in the amount of 25,000 USD
e) 2nd instalment	until December 5th	in the amount of 25,000 USD
f) 3rd instalment	until January 5th	in the amount of 25,000 USD
g) 4th instalment	until February 5th	in the amount of 25,000 USD
h) 5th instalment	until March 5th	in the amount of 25,000 USD
i) 6th instalment	until April 5th	in the amount of 25,000 USD

- 2.3 In addition to compensations stipulated in paragraph 2.1 and 2.2 of this Article, the Parties agree on the Coach's bonuses for the KHL.

Bonuses within the KHL for both seasons are as follows:

- a) 25,000 USD Net ,if the team qualifies for the KHL playoffs;
- b) 1,000 USD Net ,for every 3 point win (capped at 25,000)
- c) 500 USD Net ,for every 2 point win
- d) 5,000 USD Net , each additional round

Playoff Bonuses are to be paid no later than May 15th after season

- 2.5 The Club will provide a two (2) bed-room apartment in Zagreb in excellent living condition at its expense including everything necessary for the Coach to live comfortably. The apartment is to be completely furnished including kitchen equipment, satellite or cable TV, sheets, blanket, Internet, and washer in the apartment. The Coach will be responsible for all utility costs (heat, hot water, electricity, etc.), and for phone and internet bills. Coach will pay an Insurance deposit of 1,000 USD for the apartment at the beginning of the season which will be returned to the Coach at the end of the season so long as the apartment is left in the same condition in which it was admitted to use, and exacerbated only by regular use, along with all the keys. The specifications of the handover of the apartment will be agreed on by the Parties in a separate agreement.

Club will pay for phone charges up to 150 USD monthly, Anything over will come out of next paycheck.

- 2.6 The Club will provide an automobile in excellent mechanical working condition including insurance, maintenance and licensing as necessary. All associated expenses except gas, shall be the responsibility of the Club. The Coach will be responsible for all associated bills regarding parking tickets, offenses, etc. Coach will pay an insurance deposit of 1,000 USD for the car at the beginning of the season which will be returned to the Coach at the end of the season so long as the car is left in the same condition in which it was admitted to use, and exacerbated only by regular use, along with all the keys. The specifications of the handover of the car will be agreed on by the Parties in a separate agreement.
- 2.7 The Coach and wife and daughters will be insured for medical, health and dental insurance for the entire Contract Period at the Club's expense through local Croatian Insurance.
- 2.8 Agent Fees will be paid from Coach to agent. Club is not responsible for any agent fees.

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- 2.8 Agent Fees will be paid from Coach to agent. Club is not responsible for any agent fees.

- 2.9 Club will have Steva available for Coach to use on his computer.
- 2.10 Club will pay for (4) flights from Europe to North America after the season and 3 flights from Switzerland/Milan for wife and 2 daughters one time during the season.

4 Image Rights

- 4.1 The Club has the exclusive rights, during the Contract Period only, to use the coach's name, image and likeness in connection with the advertisement and promotion of the Club's brand "Medveščak" and has the right to offer such rights also to all the Club's sponsor partners (including print media, television, radio, internet, point of sale, contests, etc.) during the Contract Period only and with Player's prior approval.

5 Obligations of the Coach

- 5.1 The General Manager of the Club, Sports Director, and the coach will agree on a catalogue of professional conduct that will specify eventual penalties and education in base compensation for non-professional behavior detrimental to the success of the team.
- 5.3 The coach has to provide the Club with all necessary paperwork required for his work permit which includes;
1. Original Long Form Birth Certificate
 2. Original Criminal Report
 3. Copy of passport and two passport size pictures.

Expenses for the requested paperwork are the responsibility of the Player.

Expenses for the requested paperwork are the responsibility of the Coach. Without the above mentioned paperwork the coach cannot be registered for health, medical and dental insurance, thus any health, medical and dental expenses will be covered by the coach.

6 Equipment

- 6.1 The Club will provide Coach with equipment Necessary for duties.



7 Termination and Cancellation of Agreement

- 7.1 In the event that the Coach causes irreparable damage to the reputation of the Club with irresponsible improper misconduct, or violates any of the provisions of this Agreement, the Club may unilaterally terminate this Agreement without any further financial obligations to the Coach other than the payment of any earned and unpaid compensation, bonuses and/or other benefits.
- 7.2 In the event that the Coach is intoxicated over a maximum of 0.50g/kg, or consumes any illegal substance that is prohibited by the Croatian Anti Doping Agency (HADA), and other relevant Croatian law, causing damage to the Club or the Coach himself. The coach will not be allowed to be seen drinking alcohol at any time at Dom Sportova or Arena Zagreb which are the two home venues of Medvescak or any away arena venues, this Agreement will automatically be terminated without any further financial obligations to the Coach other than the payment of any earned and unpaid compensation, bonuses and/or other benefits.
- 7.3 The Coach will adhere to code of conduct prescribed by the Ordinance on Public and Media relations which will be presented to the Coach upon signing of this Agreement, and in the event that the coach does not abide accordingly the Agreement will be terminated automatically without any further financial obligations to the coach other than the payment of any earned and unpaid compensation and/or other benefits.
- 7.5 The Coach is not permitted to engage in any betting and/or manipulation in connection EBEL, KHL, and Croatian Ice Hockey Championship games, or any other games in which the Club takes part. Otherwise, the Agreement will automatically be terminated without any further financial obligations to the Player other than the payment of any earned and unpaid compensation and/or other benefits.
- 7.7 The Coach can cancel the Agreement at any time and become a free agent, only in the event that the Club is more than 60 (sixty) days late with any of its payments. The Club will still owe all of its monthly payment obligations based on the Net Base Compensation indicated in this Agreement.

8 Severability Clause

- 8.1 The provisions of this Agreement shall be each deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof and thereof. If any provision of this Agreement is or becomes invalid or unenforceable (i) a suitable and equitable provision shall be substituted therefore in order to carry out, as far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (ii) the remainder of this Agreement shall not be affected by such invalidity or unenforceability nor shall such invalidity or unenforceability affect the validity or enforceability of such provisions or the application thereof.
- 8.2 If any provision of this Agreement shall be deemed invalid and subsequently becomes valid, the Parties agree that the provision in question shall be deemed valid as early as



possible, and at the latest as of the moment at which the conditions for its validity were met.

10 Dispute Resolution and Governing Law

- 10.1 In the event of a dispute, the Parties agree to try and resolve the issue amicably, and if they do not succeed in this, the competent court in Zagreb shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.
- 10.2 This Agreement shall be governed by Croatian law..
- 10.3 The provisions of this Agreement may be amended only with consent of all Parties. Changes must be made in writing.

11 Counterparts


- 11.1 The Parties by signing this Agreement confirm that they have read and understand the terms of this Agreement and that they demonstrate their intent to enter into this Agreement.
- 11.2 It is understood and acknowledged that all discussions with respect to this Agreement have been undertaken directly between the Coach, the Club and the Coach's authorized agent.
- 11.3 This Agreement is made in 3 identical copies, of which 1 belong to the Club, 1 to the Head Coach, 1 to the agent.

For the Club:


Damir Gosanovic
President, KHL Medveščak


Markoantonio Bellinić
General Manager, KHL Medveščak

Coach:


Doug Shedden
(Head Coach)

ODVJETNIK
Ivan Vrdoljak
Zagreb

FINANCIJSKA AGENCIJA
OPREMA ZA POSREDOVANJE
U PROMETU NEKRETNIM
PRAVNIM PREDMETIMA
ZAGREB

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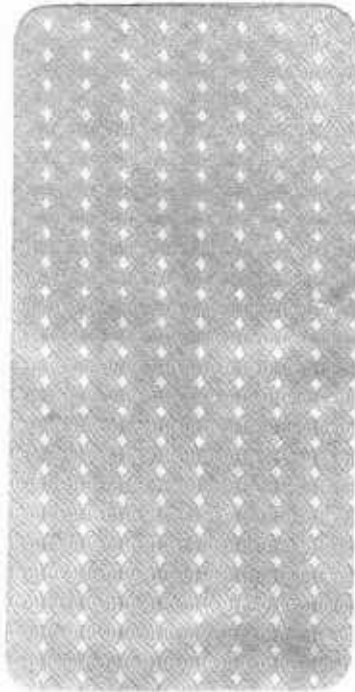
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24-06-2019

PREUZETA IZ
PRILAZNE FOTOKOPIRANE LISTE

KLASA:
UR. BROJ:



FINANCIJSKA AGENCIJA

ZAGREB 3

Neoprećivo, poštom (obično) - preporučeno)

Prijelom: 24-06-2019

Br. pošiljke: _____ potpis _____