

Obrazac 3.

FINANCIJSKA AGENCIJA  
RC SPLIT

FINANCIJSKA AGENCIJA

OIB: 85821130368

UL. PERIVOJ LUJE MARUNA 1, ŠIBENIK

(adresa nadležne jedinice)

26-05-2017

PREDSTEČAJNE NAGODBE  
PRIMANJE I OTPREMA POŠTE

KLASA: 110-02/17-06/35  
UR. BROJ: 04-06-17-23

Nadležni trgovački sud TRGOVAČKI SUD U ZADRU

Poslovni broj spisa 3. St-178/2017-6

**PRIJAVA TRAZBINE VJEROVNIKA U PREDSTEČAJNOM POSTUPKU**

**PODACI O VJEROVNIKU:**

Ime i prezime / tvrtka ili naziv CRONOMAR d.o.o.

OIB 95364074347

Adresa / sjedište

Velimira Škorpika 6, 22000 Šibenik

Zastupan po odvjetnicima u ZAJEDNIČKI ODVJETNIČKI URED ANTE BURIĆ I IVANA KOUDELA, POLJANA 4, ŠIBENIK (PUNOMOĆ u prilogu).

**PODACI O DUŽNIKU:**

Ime i prezime / tvrtka ili naziv NCP-NAUTIČKI CENTAR PRGIN-GRUPA društvo s ograničenom odgovornošću za upravljanje

OIB 27581651826

Adresa / sjedište

Obala Jerka Šižgorića 1, 22000 Šibenik

**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):

a. UGOVOR O FINANCIRANJU I NADZORU IZGRADNJE PLOVILA

MMBN/164/WB-160, MMBN 165/WB 161 , MMBN/166/WB-162, MMBN 167/WB 163 , MMBN/168/WB-164, MMBN 169/WB 165 ZAKLJUČENO DANA 04.07.2016., TE OVJERENOG OD STRANE STALNOG SUDSKOG TUMAČA MARIJA MLINAR POD POSL.BR.-OV-167/16

b. UGOVOR O FINANCIRANJU I NADZORU IZGRADNJE PLOVILA

BN 171/WB 166 – NABCAT MD1510 SD – TIP PLOVILA, ZAKLJUČENOG DANA 10.08.2016., TE OVJERENOG OD STRANE STALNOG SUDSKOG TUMAČA MARIJA MLINAR BR. -OV-222/16

c. UGOVOR O FINANCIRANJU I NADZORU IZGRADNJE PLOVILA BN 176/WB 167 -NABCAT MD1510SD-TIP PLOVILA ZAKLJUČENOG DANA 10.10.2016., TE OVJERENOG OD STRANE STALNOG SUDSKOG TUMAČA MARIJA MLINAR BR. -OV-271/16

d. UGOVOR O FINANCIRANJU I NADZORU IZGRADNJE PLOVILA MMBN/177/WB-168, MMBN 182/WB 173 ZAKLJUČENOG DANA 22.12.2016., TE OVJERENOG OD STRANE STALNOG SUDSKOG TUMAČA MARIJA MLINAR BR. - OV-01/17

Iznos dospjele tražbine 28.461.636,07 \_\_\_\_\_ (kn)

Glavnica 28.461.636,07 \_\_\_\_\_ (kn)

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

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

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

BRUTO BILANCA – DATUM RAZDOBLJA KNJIŽENJA OD 1.1.2017. DO 8.5.2017.

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

ŠIBENIK, 23.5.2017. \_\_\_\_\_

Potpis vjerovnika

Zajednički/odvjetnički ured  
ANTE BURIG I WANA KOUDELA  
Poljana 4, Šibenik

PRIOLOG:

-PUNOMOĆ ZA ZASTUPANJE

- BRUTO BILANCA – DATUM RAZDOBLJA KNJIŽENJA OD 1.1.2017. DO 8.5.2017.

- UGOVOR O FINANCIRANJU I NADZORU IZGRADNJE PLOVILA

MMBN/164/WB-160, MMBN 165/WB 161 , MMBN/166/WB-162, MMBN 167/WB 163

, MMBN/168/WB-164, MMBN 169/WB 165 ZAKLJUČENO DANA 04.07.2016., TE OVJERENOG OD STRANE STALNOG SUDSKOG TUMAČA MARIJA MLINAR POD POSL.BR.-OV-167/16

- UGOVOR O FINANCIRANJU I NADZORU IZGRADNJE PLOVILA

BN 171/WB 166 – NABCAT MD1510 ŠD – TIP PLOVILA, ZAKLJUČENOG DANA 10.08.2016., TE OVJERENOG OD STRANE STALNOG SUDSKOG TUMAČA MARIJA MLINAR BR. -OV-222/16

- UGOVOR O FINANCIRANJU I NADZORU IZGRADNJE PLOVILA BN 176/WB 167 -NABCAT MD1510SD-TIP PLOVILA

- UGOVOR O FINANCIRANJU I NADZORU IZGRADNJE PLOVILA MMBN/177/WB-168, MMBN 182/WB 173 ZAKLJUČENOG DANA 22.12.2016., TE OVJERENOG OD STRANE STALNOG SUDSKOG TUMAČA MARIJA MLINAR BR. -OV-01/17

- ZA BROD POD REDNIM BROJEM 1. KLASA 342-14/16-01/163, URBROJ: 530-04-4-5-3-16-2 ULOŽAK BROJ 70 OD DANA 22.09.2016.

- ZA BROD POD REDNIM BROJEM 2. KLASA 342-14/16-01/164, URBROJ: 530-04-4-5-3-16-2 ULOŽAK BROJ 72 OD DANA 22.09.2016.

- ZA BROD POD REDNIM BROJEM 3. KLASA 342-14/16-01/165, URBROJ: 530-04-4-5-3-16-2 ULOŽAK BROJ 74 OD DANA 22.09.2016.

- ZA BROD POD REDNIM BROJEM 4. KLASA 342-14/17-01/28, URBROJ: 530-04-4-5-3-17-2 ULOŽAK BROJ 75 OD DANA 26.04.2017.

- ZA BROD POD REDNIM BROJEM 5. KLASA 342-14/17-01/10, URBROJ: 530-04-4-5-3-17-2 ULOŽAK BROJ 77 OD DANA 13.02.2017.

- ZA BROD POD REDNIM BROJEM 6. KLASA 342-14/17-01/11, URBROJ: 530-04-4-5-3-17-2 ULOŽAK BROJ 78 OD DANA 13.02.2017.

- ZA BROD POD REDNIM BROJEM 7. KLASA 342-14/17-01/12, URBROJ: 530-04-4-5-3-17-2 ULOŽAK BROJ 79 OD DANA 13.02.2017.

- ZA BROD POD REDNIM BROJEM 8. KLASA 342-14/17-01/13, URBROJ: 530-04-4-5-3-17-2 ULOŽAK BROJ 80 OD DANA 13.02.2017.

- ZA BROD POD REDNIM BROJEM 9. KLASA 342-14/17-01/24, URBROJ: 530-04-4-5-3-17-2 ULOŽAK BROJ 81 OD DANA 04.04.2017.

- ZA BROD POD REDNIM BROJEM 10. KLASA 342-14/17-01/25, URBROJ: 530-04-4-5-3-17-2 ULOŽAK BROJ 82 OD DANA 04.04.2017.

**ZAJEDNIČKI ODVJETNIČKI URED ANTE BURIĆ I IVANA KOUDELA**

POLJANA 4      22000 Šibenik      OIB: 51378469389      Telefon: +385 (0)22 200531,      Fax: +385 (0)22 200532  
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Odvjetnica Ivana Koudela: mobitel +385(0)958596239, e-mail: ivanakd13@gmail.com

**P U N O M O Ć**

Ovlašćujem(o) odvjetnike iz zajedničkog odvjetničkog ureda Ante Burić i Ivana Koudela da me(nas) zastupaju u građanskom, parničnom, vanparničnom, ovršnom, zemljišnoknjižnom postupku, kaznenom predmetu, postupku pred trgovačkim sudom, u postupku pred tijelima državne uprave koji se vodi kod

..... *TRGOVAČKOG SUDA U ZADRU i Financijske*  
..... *agencije*  
.....  
zbog ..... *ZASTUPANJA U POSTUPKU ZA OTVARANJE*  
..... *PRESTEČAJNOG POSTUPKA NAD DUTNIKOM*  
..... *NCP - GRUPA d.o.o. Šibenik*  
.....  
pod poslovnim brojem ..... *Sf - 179/2017* .....

Ovlašćujem(o) ih da me (nas) zastupaju u svim mojim (našim) pravnim poslovima u sudu i izvan suda i kod svih drugih državnih tijela te da zbog zaštite i ostvarenja mojih (naših) na zakonu osnovanih prava i interesa poduzimaju sve pravne radnje i upotrijebe sva u zakonu predviđena sredstva a naročito da podnose tužbe i ostale podneske, da sklapaju poravnanja, da daju nasljedne izjave te da prime novac i novčane vrijednosti i da o tome izdaju potvrde.

Pristajem(o) da ih zamjenjuje.....

U ..... *Šibeniku* ....., dana *23. 05. 17* ....., Godine.

*Malvin V. Ulatop*

**CroNoMar d.o.o.**  
ŠIBENIK  
oib 95364074347

**Bruto bilanca**

Poduzeće

CRONOMAR  
VELIMIRA ŠKORPIKA 6  
22000 ŠIBENIK**Analitika 1**

Datum razdoblja knjiženja Od 1.1.2017. do 8.5.2017.  
Traženje tečenja Datum razdoblja knjiženja  
Početno stanje Promet na datum  
Konta 114184,114185,114186,114187,114188,114189,114190,114191,114192,114193  
Konta 2 Svi  
Subjekt Svi  
Odjel Svi  
Nositelj troškova Svi  
Dokument Svi  
Vrste dokumenata  
4000, 4100, 4110, 4120, 4130, 4131, 4132, 4140, 4150, 4160, 4170, 4180, 4190,  
4191, 4192, 4200, 4210, 4211, 4212, 4213, 4214, 4215, 4300, 4310, 4400, 4500,  
4510, 4600, 4610, 4620, 4700, 4710, 4720, 4730, 4740, 4800

Konto	Naziv	Poč.stanje DUG	Poč.stanje POR	Promet DUG	Promet POR	Saldo DUG	Saldo POR	Razlika
114184	Plaćanja sukladno Ug.o finan. i Ugovoru o gradnji broda Nov.K-162	2.014.569,44	0,00	1.885.352,60	1.781.068,80	2.118.853,24		
114185	Plaćanja sukladno Ug.o finan. i Ugovoru o gradnji broda Nov.K-163	1.983.006,14	0,00	1.897.738,95	1.781.068,80	2.099.676,29		
114186	Plaćanja sukladno Ug.o finan. i Ugovoru o gradnji broda Nov.K-164	591.145,67	0,00	3.798.150,00	0,00	4.389.295,67		
114187	Plaćanja sukladno Ug.o finan. i Ugovoru o gradnji broda Nov.K-165	604.535,11	0,00	3.769.243,71	0,00	4.373.778,82		
114188	Plaćanja sukladno Ug.o finan. i Ugovoru o gradnji broda Nov.K-166	1.131.948,88	0,00	4.958.780,28	0,00	6.090.729,16		
114189	Plaćanja sukladno Ug.o finan. i Ugovoru o gradnji broda Nov.K-167	0,00	0,00	2.029.004,46	0,00	2.029.004,46		
114190	Plaćanja sukladno Ug.o finan. i Ugovoru o gradnji broda Nov.K-168	0,00	0,00	3.110.043,87	0,00	3.110.043,87		
114191	Plaćanja sukladno Ug.o finan. i Ugovoru o gradnji broda Nov.K-169	0,00	0,00	3.013.937,80	0,00	3.013.937,80		
114192	Plaćanja sukladno Ug.o finan. i Ugovoru o gradnji broda Nov.K-170	0,00	0,00	618.158,38	0,00	618.158,38		
114193	Plaćanja sukladno Ug.o finan. i Ugovoru o gradnji broda Nov.K-171	0,00	0,00	618.158,38	0,00	618.158,38		
114	Dani zajmovi, depoziti i sl.	6.325.205,24	0,00	25.698.568,43	3.562.137,60	28.461.636,07		28.461.636,07 D
1	KRATKOROČNA IMOVINA	6.325.205,24	0,00	25.698.568,43	3.562.137,60	28.461.636,07		28.461.636,07 D
Ukupno		6.325.205,24	0,00	25.698.568,43	3.562.137,60	28.461.636,07	0,00	
UKUPNO saldo		6.325.205,24		22.136.430,83		28.461.636,07		

# Agreement for financing and supervision of construction of vessels

MMBN164/WB-160, MMBN165/WB-161, MMBN166/WB-162, MMBN167/WB-163, MMBN168/WB-164, and MMBN169/WB-165

Six(6) of PM1375 type Vessels with Nogva propulsion

Trondheim 04<sup>th</sup> July 2016

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Parties to the Agreement:

MOEN MARIN AS, Org.no: 912082679, Korsnesveien, 7970 Kolvereid, Norway, represented by Terje Andreassen (hereinafter referred to as the „MOEN MARIN“ or the “OWNER”),

and

CRONOMAR d.o.o. Šibenik, Velimira Škorpika 6, OIB: 95364074347 represented by Malvin Villabø (hereinafter referred to as the „CRONOMAR“ or the “FINANCIER” or the “SUPERVISOR”)

(MOEN MARIN and CRONOMAR hereinafter collectively called the “PARTIES”)

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## 1. PRELIMINARY PROVISIONS

1.1. According to the terms and conditions of this Agreement Parties define financing structure of building and equipping of the Six (6) Vessels called the "MMBN164/WB-160, MMBN165/WB-161, MMBN166/WB-162, MMBN167/WB-163, MMBN168/WB-164, and MMBN169/WB-165". All Six Vessels are of type NABCAT PM-1375, and the Vessels are to be built at the NCP-Grupa d.o.o. Šibenik. Also the supervision of the construction of subject Vessels are regulated by this Agreement.

1.2. Parties unanimously determine that they are completely familiar with the provisions of Ship Building Contract concluded between MOEN MARIN as PURCHASER and NCP-Grupa d.o.o. as the BUILDER of "NABCAT Catamaran Workboats" on 12<sup>th</sup> of March 2015 (hereinafter referred to as SHIP BUILDING CONTRACT). Mentioned SHIP BUILDING CONTRACT signed on 12<sup>th</sup> March 2015 includes signed Vessel order form (VOF) from OWNER signed 01<sup>st</sup> July 2016, and Proposal and Acceptance form (PAF) from BUILDER and Acceptance from OWNER yet to be signed for "MMBN164/WB-160, MMBN165/WB-161, MMBN166/WB-162, MMBN167/WB-163, MMBN168/WB-164, and MMBN169/WB-165" (Appendix 3 to this Agreement). This Financing and Supervision agreement becomes valid when all mentioned documents are signed and the associated shipbuilding contract becomes operational.

1.3. CRONOMAR and MOEN MARIN unanimously determine their relation regarding subject Vessels under construction as strongly associated which means that MOEN MARIN is obliged to conduct all his matters regarding subject Vessels under construction only jointly with CRONOMAR and through CRONOMAR or with CRONOMAR's explicit written consent.

1.4. MOEN MARIN guarantees to have sufficient fund for complete payment of subject Vessels and on CRONOMAR's request is obligated to submit proof of financial solvency. Alternatively, MOEN MARIN will pay to CRONOMAR at delivery of Vessel an equivalent amount to their direct costs for establishing contracts and L/C for the contract values of the individual vessels.

1.5. If situation arises contrary to provisions of article 1.4. it will be considered as material breach of contractual obligation.

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## 2. OBJECT OF THE AGREEMENT

2.1. CRONOMAR undertakes to provide financing of net direct costs for material and equipment sub-supplies to subject Vessels. Such financing will be conducted through payment of MOEN MARIN's obligations undertaken by article 1.5.-1.9. of the SHIP BUILDING CONTRACT as *Owners supply*.

2.2. According to provisions of article 2.1. CRONOMAR will provide the financing of the materials and equipment in the amount limited upwards to a value of EUR 480.000,00 for each of the Vessels MMBN164/WB-160, MMBN165/WB-161, MMBN166/WB-162, MMBN167/WB-163, MMBN168/WB-164, and MMBN169/WB-165. First instalment of EUR 105.000,- per Vessel from date of operational contract for the ordering of the Vessels. Full financing capacity for the Vessels as described above will be available when mortgage and sub-mortgage is registered on the new Vessels in Harbour Master Office not later than 4 weeks after first instalment per Vessel.

For the Six Vessels MMBN164/WB-160 to MMBN169/WB165 a substantial part of subsupplies will be purchased from Norway in NOK-currency. CRONOMAR will carry the exchangerate-risk and take countermeasures where fixed exchangerate of 9,2 NOK/EUR shall be applied towards budgets and final payments.

Any Change order/Variation order made in relation between MOEN MARIN and the BUILDER according to which additional investment is needed, or delivery time is prolonged on one or more Vessels is only valid with CRONOMAR's signed approval.

2.3. All material and equipment needed for construction of subject Vessels will be ordered from suppliers and sub-suppliers by the BUILDER and in the name of the BUILDER with unambiguous designation for the Vessels under construction for which it is intended and designation of the owner of the Vessels under construction. The parties agree that CRONOMAR as the financier of the direct cost of the Vessels shall pay for all material and equipment ordered from suppliers and sub-suppliers by the BUILDER in the name of the BUILDER for Vessels construction purposes according to incurred net costs and submitted invoices issued by suppliers or sub-suppliers and related to the individual Vessels. For every payment this provision is considered to be MOEN MARIN's assignation towards CRONOMAR to fulfill its obligation mentioned above.

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2.4. CRONOMAR is taking MOEN MARIN's position in SHIP BUILDING CONTRACT when regards follow-up of "owner's supplied" material, including installation, storage and marking such equipment at BUILDER's and his sub-supplier's sites.

Budgeted building costs including costs for all sub-supplies of material and equipment is enclosed in Appendix 2.

2.5. The BUILDER will be informed by MOEN MARIN in written form to present all above mentioned invoices directly to CRONOMAR, according to provision of article 1.8. of the SHIP BUILDING CONTRACT.

2.6. CRONOMAR is obliged to settle all invoices sent from the BUILDER within fourteen (14) days from the date when CRONOMAR receive the invoice and the requested payment is within the financing limit defined in Article 2.2. An invoice is regarded settled on the date when CRONOMAR gives payment order.

2.7. For the service of funding (financing costs), CRONOMAR will issue invoice to MOEN MARIN.


2.8. CRONOMAR will issue to MOEN MARIN an invoice for contract and L/C costs if applicable, according to article 1.4. of 1,5 % of final price for each individual Vessel.

2.9. CRONOMAR shall carry out quality control and supervision of the technical performance of the construction work, monitor the progress of the work, Prepare "As-Built documentation package per vessel (ex Hull/Structure and Electrical and Hydraulics installations), and inspect that commitments between the parties of the SHIP BUILDING CONTRACT are carried out in a professional manners, all in behalf of the PURCHASER.

For its mentioned supervision, CRONOMAR will issue the invoice to MOEN MARIN.

2.10. MOEN MARIN is obliged to refund documented used financing to CRONOMAR as part of the total price according to the section 6. of SHIP BUILDING CONTRACT when payment becomes due.

2.11. The budgeted distribution of payments for the VESSEL upon delivery, before Variation orders between parties involved in the building process is signed by the involved parties, follows enclosed as Appendix 1.

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### 3. FINANCING COSTS AND CURRENCY

3.1. MOEN MARIN shall pay CRONOMAR for the financing costs during building according to issued invoice which becomes due at the same time as payment of total price according to section 6. of SHIP BUILDING CONTRACT and as a part of the total price that shall be paid directly to CRONOMAR.

3.2. Costs for the financing of a Vessel shall be an interest rate of 0,90% per month of the finally used financing at day of delivery for the period from the date when financing is available until the delivery date for each individual Vessel. These financing costs of 0,9 % per month is negotiable when credit-rating of the BUILDER is normal, and associated self-financing from Cronomar is in the order 20 % or less of total financing package. The interest calculation shall be an open book calculation.

3.3. Cost of CRONOMAR's supervision is 15.000,00 € per Vessel for services defined in Article 2.9 of this Agreement.

3.4. In case the MOEN MARIN fails to pay for a Vessel within 3 weeks from the date of Protocol of delivery, then MOEN MARIN shall cover financing costs for CRONOMAR's investment in vessel with effect from 2 weeks after Protocol of delivery. Financing costs shall be calculated as 0.8 % per month.

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### 4. INSTRUMENTS OF INSURANCE

4.1. MOEN MARIN authorizes CRONOMAR to represent him before administrative and judicial authorities in Croatia in order to register MOEN MARIN as owner of the Vessel under construction and also to represent him in all procedures and actions which may arise regarding subject Vessels related to purchasing and financing of sub-supplies to mentioned Vessels.

4.2. MOEN MARIN as registered owner of Vessel under construction authorizes CRONOMAR to register mortgage and/or sub-mortgage in order to ensure CRONOMAR's loan/financing in amount of € 480.000,00 per Vessel all in the burden of Vessels under construction, without any further authorization or consent from MOEN MARIN. If needed, special authorization will be issued by MOEN MARIN.

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All registered encumbrances and burdens will be deleted after settlement of MOEN MARIN's financial obligations towards CRONOMAR, whereupon Deletion Certificate will be issued by CRONOMAR.

With the above mentioned Deletion Certificate MOEN MARIN will be authorized/able to register his ownership of the constructed Vessel in the corresponding register of his country of domicile.

4.3. According the provision of article 10.1. of the SHIP BUILDING CONTRACT the Vessels under construction including all ordered equipment/material shall be insured by the BUILDER against all risks until shipment (FOB-conditions) from the BUILDER. The insurance value of an individual vessel shall be 25% above building costs from date of signed protocol of delivery. Beneficiary to insurance payment shall be CRONOMAR to the amount of spent financing for the individual Vessel and to alternative named mortgage holders to the extend they contribute to this financing of the vessel construction. The Insurance policy shall be made available to CRONOMAR.

4.4. Vessels shall be insured by MOEN MARIN against all risks while shipped and until total payment from MOEN MARIN to BUILDER and CRONOMAR for the individual Vessel is settled. The BUILDER and CRONOMAR shall be beneficiary to such insurance payments until the MOEN MARIN's debts owed to each of them or mortgage holders nominated by these parties related to the Vessel are payed/settled.

## 5. TERM OF THE AGREEMENT

5.1. This Agreement shall become effective from the day of the signing, and if solemnized, it will become enforceable document.

5.2. The parties cannot, except in case of material breach of the other contractual party terminate this agreement.

5.3. In case the MOEN MARIN fail to take delivery of the individual vessel according to SHIP BUILDING CONTRACT, CRONOMAR has the option to take over MOEN MARIN's position in SHIP BUILDING CONTRACT.

5.4. In case situation defined in article 8.4. of the SHIP BUILDING CONTRACT arises, MOEN MARIN can conduct and execute all actions only jointly with CRONOMAR and through CRONOMAR or with CRONOMAR's explicit written consent (according to article 1.7.).

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5.5. In case NCP fails to fulfill its obligation towards MOEN MARIN (because the reason other than mentioned in article 5.4.) and MOEN MARIN does not want to take delivery of a not-finished Vessel, then CRONOMAR has the option to take 100% ownership to the Vessel without compensation to BUILDER.

5.6. In case of MOEN MARIN's, bankruptcy, liquidation etc., CRONOMAR will have an option to become owner of the individual Vessel under construction, without any compensation to MOEN MARIN for already incurred costs. In such case, MOEN MARIN will be obliged to pay all incurred fees or reimburse costs paid by CRONOMAR.

In case that situation defined in article 8.2. of SHIP BUILDING CONTRACT arise, MOEN MARIN is obliged to refund all incurred costs paid by CRONOMAR.

5.7. In case that CRONOMAR fails to fulfill its obligations to fund all costs related to materials and equipment timely and within the financing limit, MOEN MARIN shall be entitled to terminate this contractual relationship between parties set out in this Agreement.

5.8. If one of the parties fails to fulfill and document its obligations, no direct or indirect consequential cost will be compensated towards the other party.

## 6. SPECIAL ARRANGEMENTS

6.1. Financing arrangement between CRONOMAR and local Bank is not formally settled at time of entering this Agreement. If such settlement is not operational in 2 months period from the date of this Agreement, MOEN MARIN is prepared to make a stage payment to CRONOMAR limited upwards to 50% of the financing limit per Vessel when basic ship-hulls are finalized and delivery of propulsion systems are due.

6.2. Basically Mortgage must be deleted before shipment of individual Vessels, and Parties are prepared to settle the credit facility related to the individual Vessels towards financing institution by 50-50 sharing of involved financing capacity for the actual Vessel in order to obtain deletion of registered local mortgage.

6.3. If the Shipbuilding contract do not become effective including signed VOF, PAF, and Acceptance by Moen Marin as PURCHASER of Vessels in question, and/or no investments in Equipment/Material is purchased/paid within 60 days

W: (A)

after entering this agreement, then this financing and supervision agreement shall be cancelled.

## 7. NOTIFICATIONS

7.1. Any notification to be effected to CRONOMAR must be done to following address:

Company: CRONOMAR d.o.o.  
Address: Šibenik, Velimira Škorpika 6, Croatia  
Email: malvin.villabo@predichem.no  
Telephone: + 4792066640

7.2. Any notification to be effected to the MOEN MARIN must be done to following address:

Company: Moen Marin AS  
Address: Korsnesveien, 79701 Kolvereid, Norway  
Email: terje.andreassen@moenmarin.no  
Telephone: + 4790031651

7.3. The notifications will be effected by email – confirmed by registered letter with delivery receipt. Should they be affected by simple letter, they will be considered as having been received within the usual time of postal service by the receiver.

## 8. APPLICABLE LAW AND DISPUTES

8.1. The contractual parties hereto agree that the validity and interpretation of the Contract and each article and part in contractual relations between CRONOMAR on one side and MOEN MARIN on the other side thereof shall be governed by laws of KINGDOM OF NORWAY.

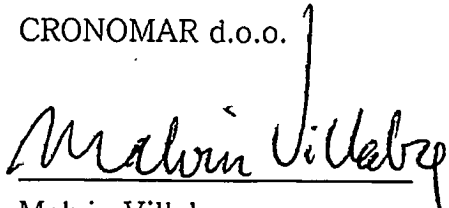
8.2. Any disputes, controversy or claim arising out of or relating to this Contract concerning contractual relations between Parties shall preferably be settled through negotiations between them. If no settlement is reached within 30 days after such negotiations have been initiated by one of the Parties, the dispute shall be settled by arbitration. The language of the arbitration shall be Norwegian, and the venue of the arbitration shall be Trondheim, Norway.

8.3. This Agreement must be verified at Notary Public.

Handwritten signatures in black ink, appearing to be 'W.' and 'TA'.

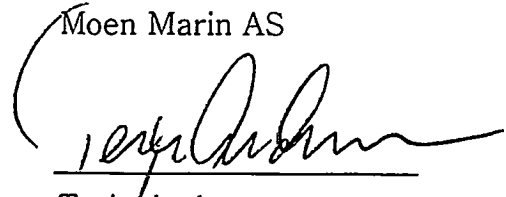
ENTERED AT Šibenik/Trondheim, on July 04<sup>th</sup> 2016

CRONOMAR d.o.o.



Malvin Villabo

Moen Marin AS



Terje Andreassen

Appendix to this Agreement:

1. Appendix 1 dated 04<sup>th</sup> July 2016: Likely Final Cost and Payment distribution for Six Vessels delivered in two periods: MMBN164/WB-160, MMBN165/WB-161, and MMBN166/WB-162 with delivery ultimo February 2017, and MMBN167/WB-163, MMBN168/WB-164, and MMBN169/WB-165 with delivery primo April 2017.
  2. Appendix 2: Offer number 290/11/15, Rev B from Builder dated 2016-01-20
  3. Appendix 3: Signed Vessel Order Form signed July 01<sup>st</sup> 2016, and Proposal and Acceptance Form and Acceptance Form not yet signed.
-

# Agreement for financing and supervision of construction of vessels

BN171/WB166 – NABCAT MD1510SD-type vessel

With 1 month option for ordering one more “sistervessel”

BN171: Vessel ID of Moen Marin (Purchaser/Owner)

WB166: Vessel ID of NCP-Grupa (Builder)

August 10<sup>th</sup> 2016

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Parties to the Agreement:

MOEN MARIN AS, Org.no: 912082679, Korsnesveien, 7970 Kolvereid, Norway, represented by Terje Andreassen (hereinafter referred to as the „MOEN MARIN“ or the “OWNER”),

and

CRONOMAR d.o.o. Šibenik, Velimira Škorpika 6, OIB: 95364074347 represented by Malvin Villabø (hereinafter referred to as the „CRONOMAR“ or the “FINANCIER” or the “SUPERVISOR”)

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(MOEN MARIN and CRONOMAR hereinafter collectively called the “PARTIES”)

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## 1. PRELIMINARY PROVISIONS

1.1. According to the terms and conditions of this Agreement Parties define financing structure of building and equipping of the Vessel called the "BN171/WB166 - NABCAT MD1510SD" at the NCP-Grupa d.o.o. Šibenik and the supervision of the construction of subject vessel.

1.2. Parties unanimously determine that they are completely familiar with the provisions of Ship Building Contract concluded between MOEN MARIN as purchaser and NCP-Grupa d.o.o. as the BUILDER of "NABCAT 1375" and "NABCAT 1499" on 12<sup>th</sup> of March 2015 (hereinafter referred to as SHIP BUILDING CONTRACT) . Mentioned SHIP BUILDING CONTRACT signed on 12<sup>th</sup> March 2015 includes signed Vessel order form(VOF) from OWNER signed 10<sup>th</sup> August 2016, and Proposal and Acceptance form(PAF) from BUILDER and Acceptance from OWNER not yet signed, for "BN171/WB166" (Appendix 3 to this Agreement). This Financing and Supervision agreement becomes valid when all mentioned documents are signed and the associated shipbuilding contract becomes operational.

The PARTIES are in agreement that one more "Sistervessel" can be ordered within one month under this Agreement, and the same conditions, capacities and requirements shall then be applied for such "Sistervessel" given that there are no considerable different technical conditions for such vessel. (Associated appendixes shall then be added to this Agreement).

1.3. CRONOMAR and MOEN MARIN unanimously determine their relation regarding subject Vessel(s) under construction as strongly associated which means that MOEN MARIN is obliged to conduct all his matters regarding subject Vessel(s) under construction only jointly with CRONOMAR and through CRONOMAR or with CRONOMAR's explicit written consent.

1.4. MOEN MARIN guarantees to have sufficient fund for complete payment of subject Vessel(s) and on CRONOMAR's request is obligated to submit proof of financial solvency. Alternatively, MOEN MARIN will pay to CRONOMAR at delivery of Vessel(s) an equivalent amount to their direct costs for establishing contracts and L/C for the contract values of the individual Vessel(s).

1.5. If situation arises contrary to provisions of article 1.4. it will be considered as material breach of contractual obligation.

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## 2. OBJECT OF THE AGREEMENT

2.1. CRONOMAR undertakes to provide financing of net direct costs for material and equipment sub-supplies to subject Vessel(s). Such financing will be conducted through payment of MOEN MARIN's obligations undertaken by article 1.5.-1.9. of the SHIP BUILDING CONTRACT as *Owners supply*.

2.2. According to provisions of article 2.1. CRONOMAR will provide the financing of the materials and equipment in the amount limited upwards to a value of EUR 1,0 mill for the Vessel BN171/WB166. First instalment of EUR 200.000,- from date of signed Acceptance Form for the ordering of the Vessel. Full financing capacity of EUR 1,0 mill will be available from 60 days after signed Acceptance or when requested with proper notice time by the BUILDER, and when mortgage and sub-mortgage is registered on the new vessels in Harbour Master Office not later than 4 weeks after first instalment.

Any Change order/Variation order made in relation between MOEN MARIN and the BUILDER according to which additional investment is needed, or delivery time is prolonged is only valid with CRONOMAR's signed approval.

2.3. All material and equipment needed for construction of subject Vessel(s) will be ordered from suppliers and sub-suppliers by the BUILDER and in the name of the BUILDER with unambiguous designation for the Vessel(s) under construction for which it is intended, and designation of the owner of the vessel under construction. The parties agree that CRONOMAR as the financier of the direct cost of the Vessel(s) shall pay for all material and equipment ordered from suppliers and sub-suppliers by the BUILDER in the name of the BUILDER for Vessel(s) construction purposes according to incurred net costs and submitted invoices issued by suppliers or sub-suppliers and related to the individual vessel. For every payment this provision is considered to be MOEN MARIN's assignation towards CRONOMAR to fulfill its obligation mentioned above.

2.4. CRONOMAR is taking MOEN MARIN's position in SHIP BUILDING CONTRACT when regards follow-up of "owner's supplied" material, including installation, storage and marking such equipment at BUILDER's and his sub-supplier's sites.

Budgeted building costs including costs for all sub-supplies of material and equipment is enclosed in Appendix 2.

2.5. The BUILDER will be informed by MOEN MARIN in written form to present all above mentioned invoices directly to CRONOMAR, according to provision of article 1.8. of the SHIP BUILDING CONTRACT.

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2.6. CRONOMAR is obliged to settle all invoices sent from the BUILDER within fourteen (14) days from the date when CRONOMAR receive the invoice and the requested payment is within the financing limit defined in Article 2.2. An invoice is regarded settled on the date when CRONOMAR gives payment order.

2.7. For the service of funding (financing costs), CRONOMAR will issue invoice to MOEN MARIN.

2.8. CRONOMAR will issue to MOEN MARIN an invoice for contract and L/C costs if applicable, according to article 1.4.

2.9. CRONOMAR shall carry out quality control and supervision of the technical performance of the construction work, monitor the progress of the work, prepare "As-Built" documentation package per vessel (ex. Hull/Structure and Electrical and Hydraulics installations), and inspect that commitments between the parties of the SHIP BUILDING CONTRACT are carried out in a professional manners, all in behalf of the PURCHASER.

For its mentioned supervision, CRONOMAR will issue the invoice to MOEN MARIN.

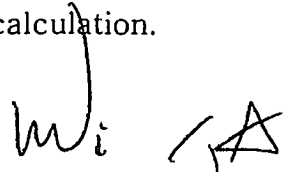
2.10. MOEN MARIN is obliged to refund documented used financing to CRONOMAR as part of the total price according to the section 6. of SHIP BUILDING CONTRACT when payment becomes due.

2.11. The budgeted distribution of payments for the VESSELS upon delivery before Variation orders between parties involved in the building process is signed by the involved parties, and follows enclosed as Appendix 1.

### 3. FINANCING COSTS AND CURRENCY

3.1. MOEN MARIN shall pay CRONOMAR for the financing costs during building according to issued invoice which becomes due at the same time as payment of total price according to section 6. of SHIP BUILDING CONTRACT and as a part of the total price that shall be paid directly to CRONOMAR.

3.2. Costs for the financing of the Vessel(s) shall be an interest rate of 0,90% per month of the at any time financing capacity limit made available. For first 2 months period the financing capacity will be EUR 200.000,- and for the latest 6 months period the financing capacity will be EUR 1,0 mill. These financing costs of 0,9 % per month is negotiable when credit-rating of the BUILDER is normal, and associated self-financing from Cronomar is in the order less than 20 % of total financing package. The interest calculation shall be an open book calculation.

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3.3. Cost of CRONOMAR's supervision is 25.000,00 € for the Vessel.

3.4. In case the MOEN MARIN fails to pay for the Vessel within 3 weeks from the date of Protocol of delivery, then MOEN MARIN shall cover financing costs for CRONOMAR's investment in the Vessel with effect from 2 weeks after Protocol of delivery. Financing costs shall be calculated as 0.8 % per month.

#### 4. INSTRUMENTS OF INSURANCE

4.1. MOEN MARIN authorizes CRONOMAR to represent him before administrative and judicial authorities in Croatia in order to register MOEN MARIN as an owner of the Vessel(s) under construction and also to represent him in all procedures and actions which may arise regarding subject Vessel(s) related to purchasing and financing of sub-supplies to mentioned vessels.

4.2. MOEN MARIN as registered owner of Vessel(s) under construction authorizes CRONOMAR to register mortgage and/or sub-mortgage in order to ensure CRONOMAR's loan/financing in amount of EUR 950.000,- per Vessel all in the burden of Vessel under construction, without any further authorization or consent from MOEN MARIN. If needed, special authorization will be issued by MOEN MARIN.

All registered encumbrances and burdens will be deleted after settlement of MOEN MARIN's financial obligations towards CRONOMAR, whereupon Deletion Certificate will be issued by CRONOMAR.

With the above mentioned Deletion Certificate MOEN MARIN will be authorized/able to register his ownership of the constructed Vessel in the corresponding register of his country of domicile.

4.3. According the provision of article 10.1. of the SHIP BUILDING CONTRACT the Vessel(s) under construction including all ordered equipment/material shall be insured by the BUILDER against all risks until shipment (FOB-conditions) from the BUILDER. The insurance value of an individual vessel shall be 25% above building costs from date of signed protocol of delivery. Beneficiary to insurance payment shall be CRONOMAR to the amount of spent financing, financing costs and costs for supervision of the building of the individual Vessel, and to alternative named mortgage holders to the extend they contribute to this financing of the vessel construction. The Insurance policy shall be made available to CRONOMAR.

W i GA

4.4. Individual Vessel(s) shall be insured by MOEN MARIN against all risks while shipped and until total payment from MOEN MARIN to BUILDER and CRONOMAR for the Vessel(s) is settled. The BUILDER and CRONOMAR shall be beneficiary to such insurance payments until the MOEN MARIN's debts owed to each of them or mortgage holders nominated by these parties related to the Vessel(s) are payed/settled.

## 5. TERM OF THE AGREEMENT

5.1. This Agreement shall become effective from the day of the signing, and if solemnized, it will become enforceable document.

5.2. The parties cannot, except in case of material breach of the other contractual party terminate this agreement.

5.3. In case the MOEN MARIN fail to take delivery of the individual vessel according to SHIP BUILDING CONTRACT, CRONOMAR has the option to take over MOEN MARIN's position in SHIP BUILDING CONTRACT.

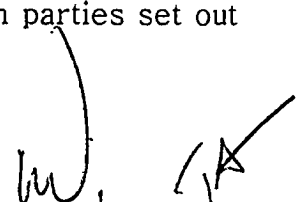
5.4. In case situation defined in article 8.4. of the SHIP BUILDING CONTRACT arises, MOEN MARIN can conduct and execute all actions only jointly with CRONOMAR and through CRONOMAR or with CRONOMAR's explicit written consent (according to article 1.7.).

5.5. In case NCP fails to fulfill its obligation towards MOEN MARIN (because the reason other than mentioned in article 5.4.) and MOEN MARIN does not want to take delivery of a not-finished Vessel(s), then CRONOMAR has the option to take 100% ownership to the Vessel(s) without compensation to BUILDER.

5.6. In case of MOEN MARIN's, bankruptcy, liquidation etc., CRONOMAR will have an option to become formal owner of the Vessel(s) under construction, without any compensation to MOEN MARIN for already incurred costs. In such-case, MOEN MARIN will be obliged to pay all incurred fees or reimburse costs paid by CRONOMAR.

In case that situation defined in article 8.2. of SHIP BUILDING CONTRACT arise, MOEN MARIN is obliged to refund all incurred costs paid by CRONOMAR.

5.7. In case that CRONOMAR fails to fulfill its obligations to fund all costs related to materials and equipment timely and within the financing limit, MOEN MARIN shall be entitled to terminate this contractual relationship between parties set out in this Agreement.

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5.8. If one of the parties fails to fulfill and document its obligations, no direct or indirect consequential cost will be compensated towards the other party.

## 6. SPECIAL ARRANGEMENTS

6.1. Financing arrangement between CRONOMAR and local Bank is not formally settled at time of entering this Agreement. If such settlement is not operational in 2 months period from the date of this Agreement, MOEN MARIN is prepared to make a stage payment to CRONOMAR limited upwards to 50% of the financing limit when basic ship-hull is finalized and payment/delivery of propulsion systems are due.

6.2. Basically Mortgage must be deleted before shipment/export, and Parties are prepared to settle the credit facility related to the actual Vessel(s) towards financing institution by 50-50 sharing of involved financing capacity for the actual Vessel(s) in order to obtain deletion of registered local mortgage.

6.3. If the Shipbuilding contract do not become effective including signed VOF, PAF, and Acceptance by Moen Marin as PURCHASER of Vessel(s) in question, and/or no investments in Equipment/Material is purchased/paid within 30 days after entering this agreement, then this financing and supervision agreement shall be cancelled.

## 7. NOTIFICATIONS

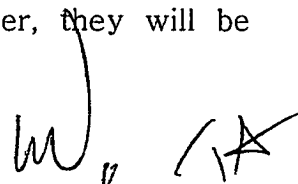
7.1. Any notification to be effected to CRONOMAR must be done to following address:

Company: CRONOMAR d.o.o.  
Address: Šibenik, Velimira Škorpika 6, Croatia  
Email: malvin.villabo@len.no  
Telephone: + 4792066640

7.2. Any notification to be effected to the MOEN MARIN must be done to following address:

Company: Moen Marin AS  
Address: Korsnesveien, 79701 Kolvereid, Norway  
Email: terje.andreassen@moenmarin.no  
Telephone: + 4790031651

7.3. The notifications will be effected by email – confirmed by registered letter with delivery receipt. Should they be affected by simple letter, they will be

Handwritten signature and initials, possibly 'W' and 'IA', located at the bottom right of the page.

considered as having been received within the usual time of postal service by the receiver.

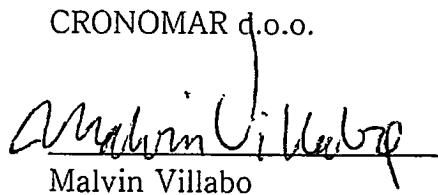
## 8. APPLICABLE LAW AND DISPUTES

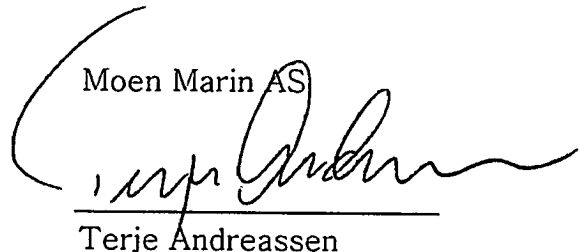
8.1. The contractual parties hereto agree that the validity and interpretation of the Contract and each article and part in contractual relations between CRONOMAR on one side and MOEN MARIN on the other side thereof shall be governed by laws of KINGDOM OF NORWAY.

8.2. Any disputes, controversy or claim arising out of or relating to this Contract concerning contractual relations between Parties shall preferably be settled through negotiations between them. If no settlement is reached within 30 days after such negotiations have been initiated by one of the Parties, the dispute shall be settled by arbitration. The language of the arbitration shall be Norwegian, and the venue of the arbitration shall be Trondheim, Norway.

8.3. This Agreement must be verified at Notary Public.

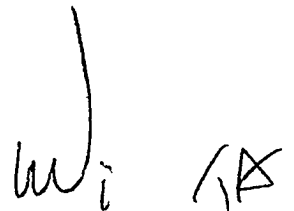
ENTERED AT Šibenik/Trondheim, on August 10th 2016

CRONOMAR d.o.o.  
  
Malvin Villabo

Moen Marin AS  
  
Terje Andreassen

Appendix to this Agreement:

1. Appendix 1: Likely Final Cost and Payment distribution for Vessel BN171/WB166 dated and signed 10th August 2016
2. Appendix 2: Offers number 144/08/16 from Builder dated 2016-08-02
3. Appendix 3: Signed Vessel Order Form signed August 10th 2016, Proposal and Acceptance Form, and Acceptance Form not yet signed. All Forms to be signed before this Agreement is operational, and not later than 30 days after signing of this Agreement for financing and supervision.



# Agreement for financing and supervision of construction of vessels

BN176/WB167 - NABCAT MD1510SD-type vessel

BN176: Vessel ID of Moen Marin (Purchaser/Owner)

WB167 Vessel ID of NCP-Grupa (Builder)

October 10<sup>th</sup> 2016

W. 12

Parties to the Agreement:

MOEN MARIN AS, Org.no: 912082679, Korsnesveien, 7970 Kolvereid, Norway, represented by Terje Andreassen (hereinafter referred to as the „MOEN MARIN“ or the OWNER”),

and

CRONOMAR d.o.o. Šibenik, Velimira Škorpika 6, OIB: 95364074347 represented by Malvin Villabø (hereinafter referred to as the „CRONOMAR“ or the „FINANCIER“ or the „SUPERVISOR“)

(MOEN MARIN and CRONOMAR hereinafter collectively called the „PARTIES“)

## 1. PRELIMINARY PROVISIONS

1.1. According to the terms and conditions of this Agreement Parties define financing structure of building and equipping of the Vessel called the „BN176/WB167 – NABCAT MD1510SD“ at the NCP-Grupa d.o.o. Šibenik and the supervision of the construction of subject vessel.

1.2. Parties unanimously determine that they are completely familiar with the provisions of Ship Building Contract concluded between MOEN MARIN as purchaser and NCP-Grupa d.o.o. as the BUILDER of „NABCAT 1375“ and „NABCAT 1499“ on 12<sup>th</sup> of March 2015 (hereinafter referred to as SHIP BUILDING CONTRACT) . Mentioned SHIP BUILDING CONTRACT signed on 12<sup>th</sup> March 2015 includes signed Vessel order form(VOF) from OWNER signed 07<sup>th</sup> October 2016, and Proposal and Acceptance form(PAF) from BUILDER and Acceptance from OWNER not yet signed, for „BN176/WB167“ (Appendix 3 to this Agreement). This Financing and Supervision agreement becomes valid when all mentioned documents are signed and the associated shipbuilding contract becomes operational.

1.3. CRONOMAR and MOEN MARIN unanimously determine their relation regarding subject Vessel(s) under construction as strongly associated which means that MOEN MARIN is obliged to conduct all his matters regarding subject Vessel(s) under construction only jointly with CRONOMAR and through CRONOMAR or with CRONOMAR's explicit written consent.

1.4. MOEN MARIN guarantees to have sufficient fund for complete payment of subject Vessel(s) and on CRONOMAR's request is obligated to submit proof of financial solvency. Alternatively, MOEN MARIN will pay to CRONOMAR at delivery of Vessel(s) an equivalent amount to their direct costs for establishing contracts and L/C for the contract values of the individual Vessel(s).

1.5. If situation arises contrary to provisions of article 1.4. it will be considered as material breach of contractual obligation.

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## 2. OBJECT OF THE AGREEMENT

2.1. CRONOMAR undertakes to provide financing of net direct costs for material and equipment sub-supplies to subject Vessel(s). Such financing will be conducted through payment of MOEN MARIN's obligations undertaken by article 1.5.-1.9. of the SHIP BUILDING CONTRACT as *Owners supply*.

2.2. According to provisions of article 2.1. CRONOMAR will provide the financing of the materials and equipment in the amount limited upwards to a value of EUR 1,0 mill for the Vessel BN176/WB167. First instalment of EUR 200.000,- from agreed date 10<sup>th</sup> November 2016. Full financing capacity of EUR 1,0 mill will be available from 60 days after first instalment or when requested with proper notice time by the BUILDER, and when mortgage and sub-mortgage is registered on the new vessels in Harbour Master Office not later than 4 weeks after first instalment.

A substantial part of purchasing of material/equipment will be made from Norwegian suppliers and in NOK-currency. Such payments will be made by Cronomar in NOK, and Cronomar will on delivery/final payment for the vessel be refunded for such documented financing with NOK payment from Moen Marin - ref article 2.10

Any Change order/Variation order made in relation between MOEN MARIN and the BUILDER according to which additional investment is needed, or delivery time is prolonged is only valid with CRONOMAR's signed approval.

2.3. All material and equipment needed for construction of subject Vessel(s) will be ordered from suppliers and sub-suppliers by the BUILDER and in the name of the BUILDER with unambiguous designation for the Vessel(s) under construction for which it is intended, and designation of the owner of the vessel under construction. The parties agree that CRONOMAR as the financier of the direct cost of the Vessel(s) shall pay for all material and equipment ordered from suppliers and sub-suppliers by the BUILDER in the name of the BUILDER for Vessel(s) construction purposes according to incurred net costs and submitted invoices issued by suppliers or sub-suppliers and related to the individual vessel. For every payment this provision is considered to be MOEN MARIN's assignation towards CRONOMAR to fulfill its obligation mentioned above.

2.4. CRONOMAR is taking MOEN MARIN's position in SHIP BUILDING CONTRACT when regards follow-up of "owner's supplied" material, including installation, storage and marking of such equipment at BUILDER's and his sub-supplier's sites.

Budgeted building costs including costs for all sub-supplies of material and equipment is enclosed in Appendix 2.

2.5. The BUILDER will be informed by MOEN MARIN in written form to present all above mentioned invoices directly to CRONOMAR, according to provision of article 1.8. of the SHIP BUILDING CONTRACT.

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2.6. CRONOMAR is obliged to settle all invoices sent from the BUILDER within fourteen (14) days from the date when CRONOMAR receive the invoice and the requested payment is within the financing limit defined in Article 2.2. An invoice is regarded settled on the date when CRONOMAR gives payment order.

2.7. For the service of funding (financing costs), CRONOMAR will issue invoice to MOEN MARIN.

2.8. CRONOMAR will issue to MOEN MARIN an invoice for contract and L/C costs if applicable, according to article 1.4.

2.9. CRONOMAR shall carry out quality control and supervision of the technical performance of the construction work, monitor the progress of the work, prepare "As-Built" documentation package per vessel (ex. Hull/Structure and Electrical and Hydraulics installations), and inspect that commitments between the parties of the SHIP BUILDING CONTRACT are carried out in a professional manners, all in behalf of the PURCHASER.

For its mentioned supervision, CRONOMAR will issue the invoice to MOEN MARIN.

2.10. MOEN MARIN is obliged to refund documented used financing to CRONOMAR as part of the total price according to the section 6. of SHIP BUILDING CONTRACT when payment becomes due.

2.11. The budgeted distribution of payments for the VESSELS upon delivery before Variation orders between parties involved in the building process is signed by the involved parties, and follows enclosed as Appendix 1.

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### 3. FINANCING COSTS AND CURRENCY

3.1. MOEN MARIN shall pay CRONOMAR for the financing costs during building according to issued invoice which becomes due at the same time as payment of total price according to section 6. of SHIP BUILDING CONTRACT and as a part of the total price that shall be paid directly to CRONOMAR.

3.2. Costs for the financing of the Vessel(s) shall be an interest rate of 0,90% per month of the at any time financing capacity limit made available. For first 2 months period the financing capacity will be EUR 200.000,- and for the latest 6,5 months period the financing capacity will be EUR 1,0 mill. These financing costs of 0,9 % per month is negotiable when credit-rating of the BUILDER is normal, and associated self-financing from Cronomar is in the order less than 20 % of total financing package. The interest calculation shall be an open book calculation.

3.3. Cost of CRONOMAR's supervision is 25.000,00 € for the Vessel. Costs for As-Built documentation shall be treated as individual and separate contract per vessel as long as the vessel-type is not a standardized series product.

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3.4. In case the MOEN MARIN fails to pay for the Vessel within 3 weeks from the date of Protocol of delivery, then MOEN MARIN shall cover financing costs for CRONOMAR's investment in the Vessel with effect from 2 weeks after Protocol of delivery. Financing costs shall be calculated as 0.8 % per month.

#### 4. INSTRUMENTS OF INSURANCE

4.1. MOEN MARIN authorizes CRONOMAR to represent him before administrative and judicial authorities in Croatia in order to register MOEN MARIN as an owner of the Vessel(s) under construction and also to represent him in all procedures and actions which may arise regarding subject Vessel(s) related to purchasing and financing of sub-supplies to mentioned vessels.

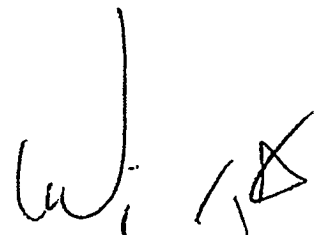
4.2. MOEN MARIN as registered owner of Vessel(s) under construction authorizes CRONOMAR to register mortgage and/or sub-mortgage in order to ensure CRONOMAR's loan/financing in amount of EUR 1.000.000,- per Vessel all in the burden of Vessel under construction, without any further authorization or consent from MOEN MARIN. If needed, special authorization will be issued by MOEN MARIN.

All registered encumbrances and burdens will be deleted after settlement of MOEN MARIN's financial obligations towards CRONOMAR, whereupon Deletion Certificate will be issued by CRONOMAR.

With the above mentioned Deletion Certificate MOEN MARIN will be authorized/able to register his ownership of the constructed Vessel in the corresponding register of his country of domicile.

4.3. According the provision of article 10.1. of the SHIP BUILDING CONTRACT the Vessel(s) under construction including all ordered equipment/material shall be insured by the BUILDER against all risks until shipment (FOB-conditions) from the BUILDER. The insurance value of an individual vessel shall be 25% above building costs from date of signed protocol of delivery. Beneficiary to insurance payment shall be CRONOMAR to the amount of spent financing, financing costs and costs for supervision of the building of the individual Vessel, and to alternative named mortgage holders to the extend they contribute to this financing of the vessel construction. The Insurance policy shall be made available to CRONOMAR.

4.4. Individual Vessel(s) shall be insured by MOEN MARIN against all risks while shipped and until total payment from MOEN MARIN to BUILDER and CRONOMAR for the Vessel(s) is settled. The BUILDER and CRONOMAR shall be beneficiary to such insurance payments until the MOEN MARIN's debts owed to each of them or mortgage holders nominated by these parties related to the Vessel(s) are payed/settled.

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## 5. TERM OF THE AGREEMENT

5.1. This Agreement shall become effective from the day of the signing, and if solemnized, it will become enforceable document.

5.2. The parties cannot, except in case of material breach of the other contractual party terminate this agreement.

5.3. In case the MOEN MARIN fail to take delivery of the individual vessel according to SHIP BUILDING CONTRACT, CRONOMAR has the option to take over MOEN MARIN's position in SHIP BUILDING CONTRACT.

5.4. In case situation defined in article 8.4. of the SHIP BUILDING CONTRACT arises, MOEN MARIN can conduct and execute all actions only jointly with CRONOMAR and through CRONOMAR or with CRONOMAR's explicit written consent (according to article 1.7.).

5.5. In case NCP fails to fulfill its obligation towards MOEN MARIN (because the reason other than mentioned in article 5.4.) and MOEN MARIN does not want to take delivery of a not-finished Vessel(s), then CRONOMAR has the option to take 100% ownership to the Vessel(s) without compensation to BUILDER.

5.6. In case of MOEN MARIN's, bankruptcy, liquidation etc., CRONOMAR will have an option to become formal owner of the Vessel(s) under construction, without any compensation to MOEN MARIN for already incurred costs. In such case, MOEN MARIN will be obliged to pay all incurred fees or reimburse costs paid by CRONOMAR.

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In case that situation defined in article 8.2. of SHIP BUILDING CONTRACT arise, MOEN MARIN is obliged to refund all incurred costs paid by CRONOMAR.

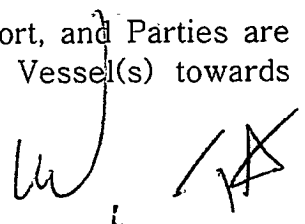
5.7. In case that CRONOMAR fails to fulfill its obligations to fund all costs related to materials and equipment timely and within the agreed financing limit, MOEN MARIN shall be entitled to terminate this contractual relationship between parties set out in this Agreement.

5.8. If one of the parties fails to fulfill and document its obligations, no direct or indirect consequential cost will be compensated towards the other party.

## 6. SPECIAL ARRANGEMENTS

6.1. Financing arrangement between CRONOMAR and local Bank is not formally settled at time of entering this Agreement. If such settlement is not operational in 2 months period from the date of this Agreement, MOEN MARIN is prepared to make a stage payment to CRONOMAR limited upwards to 50% of the financing limit when basic ship-hull is finalized and payment/delivery of propulsion systems are due.

6.2. Basically Mortgage must be deleted before shipment/export, and Parties are prepared to settle the credit facility related to the actual Vessel(s) towards

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financing institution by 50-50 sharing of involved financing capacity for the actual Vessel(s) in order to obtain deletion of registered local mortgage.

6.3. If the Shipbuilding contract do not become effective including signed VOF, PAF, and Acceptance by Moen Marin as PURCHASER of Vessel(s) in question, and/or no investments in Equipment/Material is purchased/paid within 30 days after entering this agreement, then this financing and supervision agreement shall be cancelled.

## 7. NOTIFICATIONS

7.1. Any notification to be effected to CRONOMAR must be done to following address:

Company: CRONOMAR d.o.o.  
Address: Šibenik, Velimira Škorpika 6, Croatia  
Email: malvin.villabo@len.no  
Telephone: + 4792066640

7.2. Any notification to be effected to the MOEN MARIN must be done to following address:

Company: Moen Marin AS  
Address: Korsnesveien, 79701 Kolvereid, Norway  
Email: terje.andreassen@moenmarin.no  
Telephone: + 4790031651

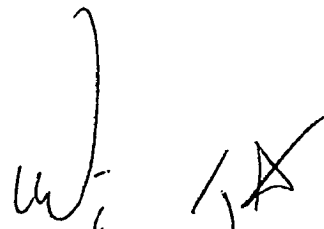
7.3. The notifications will be effected by email – confirmed by registered letter with delivery receipt. Should they be effected by simple letter, they will be considered as having been received within the usual time of postal service by the receiver.

## 8. APPLICABLE LAW AND DISPUTES

8.1. The contractual parties hereto agree that the validity and interpretation of the Contract and each article and part in contractual relations between CRONOMAR on one side and MOEN MARIN on the other side thereof shall be governed by laws of KINGDOM OF NORWAY.

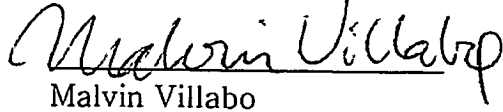
8.2. Any disputes, controversy or claim arising out of or relating to this Contract concerning contractual relations between Parties shall preferably be settled through negotiations between them. If no settlement is reached within 30 days after such negotiations have been initiated by one of the Parties, the dispute shall be settled by arbitration. The language of the arbitration shall be Norwegian, and the venue of the arbitration shall be Trondheim, Norway.

8.3. This Agreement must be verified at Notary Public.

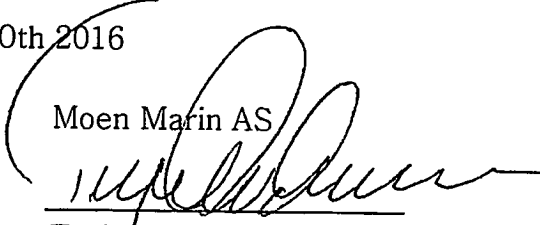


ENTERED AT Šibenik/Trondheim, on October 10th 2016

CRONOMAR d.o.o.

  
Malvin Villabo

Moen Marin AS

  
Terje Andreassen

Appendix to this Agreement:

1. Appendix 1: Likely Final Cost and Payment distribution for Vessel BN176/WB167 dated and signed 10th August 2016
2. Appendix 2: Offers number 144/08/16 from Builder dated 2016-08-02
3. Appendix 3: Signed Vessel Order Form signed October 07th 2016, Proposal and Acceptance Form, and Acceptance Form not yet signed. All Forms to be signed before this Agreement is operational, and not later than 30 days after signing of this Agreement for financing and supervision.

# Agreement for financing and supervision of construction of vessels

MMBN177/WB167 – MMBN182/WB173 of NABCAT PM1375-type vessels

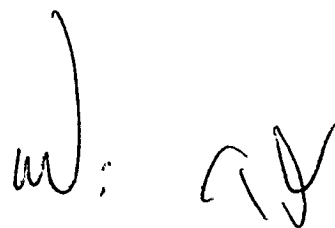
Firm contract for four first Vessels

2 last Vessels are optional with latest call date March 1<sup>st</sup> 2017

MMBNxxx: Vessel ID of Moen Marin (Purchaser/Owner)

WBxxx: Vessel ID of NCP-Grupa (Builder)

December 22<sup>nd</sup> 2016

Handwritten initials or signature, possibly 'W: RY'.

Parties to the Agreement:

MOEN MARIN AS, Org.no: 912082679, Korsnesveien, 7970 Kolvereid, Norway, represented by Terje Andreassen (hereinafter referred to as the „MOEN MARIN“ or the OWNER”),

and

CRONOMAR d.o.o. Šibenik, Velimira Škorpika 6, OIB: 95364074347 represented by Malvin Villabø (hereinafter referred to as the „CRONOMAR“ or the „FINANCIER“ or the „SUPERVISOR“)

(MOEN MARIN and CRONOMAR hereinafter collectively called the „PARTIES“)

## 1. PRELIMINARY PROVISIONS

1.1. According to the terms and conditions of this Agreement Parties define financing structure of building and equipping of the Vessels called the “MMBN177/WB168 to MMBN182/WB173 of – NABCAT PM1375 type” at the NCP-Grupa d.o.o. Šibenik and the supervision of the construction of subject vessel.

1.2. Parties unanimously determine that they are completely familiar with the provisions of Ship Building Contract concluded between MOEN MARIN as purchaser and NCP-Grupa d.o.o. as the BUILDER of “NABCAT 1375” and “NABCAT 1499” on 12<sup>th</sup> of March 2015 (hereinafter referred to as SHIP BUILDING CONTRACT) . Mentioned SHIP BUILDING CONTRACT signed on 12<sup>th</sup> March 2015 includes signed Vessel order form(VOF) from OWNER signed 15<sup>th</sup> December 2016, Proposal and Acceptance form(PAF) from BUILDER dated 20<sup>th</sup> December 2016, and Acceptance from OWNER dated 22<sup>nd</sup> December 2016 for Vessels “MMBN177/WB168 to MMBN182/WB173” (Appendix 3 to this Agreement). This Financing and Supervision agreement becomes valid when all mentioned documents are signed and the associated shipbuilding contract becomes operational.

1.3. CRONOMAR and MOEN MARIN unanimously determine their relation regarding subject Vessels under construction as strongly associated which means that MOEN MARIN is obliged to conduct all his matters regarding subject Vessels under construction only jointly with CRONOMAR and through CRONOMAR or with CRONOMAR's explicit written consent.

1.4. MOEN MARIN guarantees to have sufficient fund for complete payment of subject Vessels and on CRONOMAR's request is obligated to submit proof of financial solvency. Alternatively, MOEN MARIN will pay to CRONOMAR at delivery of the Vessels an equivalent amount to their direct costs for establishing contracts and L/C for the contract values of the individual Vessels.

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1.5. If situation arises contrary to provisions of article 1.4. it will be considered as material breach of contractual obligation.

## 2. OBJECT OF THE AGREEMENT

2.1. CRONOMAR undertakes to provide financing of net direct costs for material and equipment sub-supplies to subject Vessels. Such financing will be conducted through payment of MOEN MARIN's obligations undertaken by article 1.5.-1.9. of the SHIP BUILDING CONTRACT as *Owners supply*.

2.2. According to provisions of article 2.1. CRONOMAR will provide the financing of the materials and equipment in the amount limited upwards to a value of EUR 540.000 for each of the Vessels MMBN177/WB168 to MMBN182/WB173. First instalment of EUR 110.000,- from agreed date 1<sup>st</sup> January 2017 for the firm contracted Vessels and within 3 weeks after having confirmed call of optional Vessel contracts. Full financing capacity of EUR 540.000 will be available from latest 30 days after first instalment for each Vessel, or when requested with proper notice time by the BUILDER, and when mortgage and sub-mortgage is registered on the new vessels in Harbour Master Office not later than 4 weeks after first instalment.

A substantial part of purchasing of material/equipment will be made from Norwegian suppliers and in NOK-currency. Such payments will be made by Cronomar in NOK, and Cronomar will on delivery/final payment for the individual Vessel be refunded for such documented financing with NOK payment from Moen Marin - ref article 2.10. Such NOK-payments to Cronomar shall be equally deducted from the cost-budget per Vessel in EUR at exchangerate 9,00 NOK/EUR

Any Change order/Variation order made in relation between MOEN MARIN and the BUILDER according to which additional investment is needed on individual Vessels, or delivery time is prolonged is only valid with CRONOMAR's signed approval.

2.3. All material and equipment needed for construction of subject Vessels will be ordered from suppliers and sub-suppliers by the BUILDER and in the name of the BUILDER with unambiguous designation for the individual Vessels under construction for which it is intended, and designation of the owner of the vessel under construction. The parties agree that CRONOMAR as the financier of the direct cost of the Vessels shall pay for all material and equipment ordered from suppliers and sub-suppliers by the BUILDER in the name of the BUILDER for Vessels construction purposes according to incurred net costs and submitted invoices issued by suppliers or sub-suppliers and related to the individual Vessel. For every payment this provision is considered to be MOEN MARIN's assignation towards CRONOMAR to fulfill its obligation mentioned above.

2.4. CRONOMAR is taking MOEN MARIN's position in SHIP BUILDING CONTRACT when regards follow-up of "owner's supplied" material, including installation, storage and marking of such equipment at BUILDER's and his sub-supplier's sites.

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Budgeted building costs including costs for all sub-supplies of material and equipment is enclosed in Appendix 2.

2.5. The BUILDER will be informed by MOEN MARIN in written form to present all above mentioned invoices directly to CRONOMAR, according to provision of article 1.8. of the SHIP BUILDING CONTRACT.

2.6. CRONOMAR is obliged to settle all invoices sent from the BUILDER within fourteen (14) days from the date when CRONOMAR receive the invoice and the requested payment is within the financing limit defined in Article 2.2. An invoice is regarded settled on the date when CRONOMAR gives payment order.

2.7. For the service of funding (financing costs), CRONOMAR will issue invoice to MOEN MARIN.

2.8. CRONOMAR will issue to MOEN MARIN an invoice for contract and L/C costs if applicable, according to article 1.4.

2.9. CRONOMAR shall carry out quality control and supervision of the technical performance of the construction work, monitor the progress of the work, prepare "As-Built" documentation package per vessel (ex. Hull/Structure and Electrical and Hydraulics installations), and inspect that commitments between the parties of the SHIP BUILDING CONTRACT are carried out in a professional manners, all in behalf of the PURCHASER.

For its mentioned supervision, CRONOMAR will issue the invoice to MOEN MARIN.

2.10. MOEN MARIN is obliged to refund documented used financing to CRONOMAR as part of the total price according to the section 6. of SHIP BUILDING CONTRACT when payment becomes due.

2.11. The budgeted distribution of payments for the Vessels upon delivery before Variation orders between parties involved in the building process is signed by the involved parties, and follows enclosed as Appendix 1.

### 3. FINANCING COSTS AND CURRENCY

3.1. MOEN MARIN shall pay CRONOMAR for the financing costs during building according to issued invoice which becomes due at the same time as payment of total price according to section 6. of SHIP BUILDING CONTRACT and as a part of the total price that shall be paid directly to CRONOMAR.

3.2. Costs for the financing of the Vessels shall be an interest rate of 0,90% per month of the financing capacity limit made available for the individual Vessel. These financing costs of 0,9 % per month is negotiable when credit-rating of the BUILDER is normal, and associated self-financing from Cronomar is in the order less than 20 % of total financing package. The interest calculation shall be an open book calculation.

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3.3. Cost of CRONOMAR's supervision is 15.000,00 € for the Vessel including delivery of As-Built documentation according sec 2.9 of this Agreement when Vessels are regarded a standardized series product.

3.4. In case the MOEN MARIN fails to pay for the Vessel within 3 weeks from the date of Protocol of delivery, then MOEN MARIN shall cover financing costs for CRONOMAR's investment in the Vessel with effect from 2 weeks after Protocol of delivery. Financing costs shall be calculated as 0.8 % per month.

#### 4. INSTRUMENTS OF INSURANCE

4.1. MOEN MARIN authorizes CRONOMAR to represent him before administrative and judicial authorities in Croatia in order to register MOEN MARIN as an owner of the Vessels under construction and also to represent him in all procedures and actions which may arise regarding subject Vessels related to purchasing and financing of sub-supplies to mentioned vessels.


4.2. MOEN MARIN as registered owner of Vessels under construction authorizes CRONOMAR to register mortgage and/or sub-mortgage in order to ensure CRONOMAR's loan/financing in amount of EUR 540.000,- per Vessel, as defined in article 1.1. of this Agreement all in the burden of the individual Vessels under construction, without any further authorization or consent from MOEN MARIN. If needed, special authorization will be issued by MOEN MARIN.

All registered encumbrances and burdens will be deleted after settlement of MOEN MARIN's financial obligations towards CRONOMAR, whereupon Deletion Certificate will be issued by CRONOMAR.

With the above mentioned Deletion Certificate MOEN MARIN will be authorized/able to register his ownership of the constructed Vessels in the corresponding register of his country of domicile.

4.3. According the provision of article 10.1. of the SHIP BUILDING CONTRACT the Vessels under construction including all ordered equipment/material shall be insured by the BUILDER against all risks until shipment (FOB-conditions) from the BUILDER. The insurance value of an individual vessel shall be 25% above building costs from date of signed protocol of delivery. Beneficiary to insurance payment shall be CRONOMAR to the amount of spent financing, financing costs and costs for supervision of the building of the individual Vessel, and to alternative named mortgage holders to the extend they contribute to this financing of the vessel construction. The Insurance policy shall be made available to CRONOMAR.

4.4. Individual Vessels shall be insured by MOEN MARIN against all risks while shipped and until total payment from MOEN MARIN to BUILDER and CRONOMAR for the Vessels is settled. The BUILDER and CRONOMAR shall be beneficiary to such insurance payments until the MOEN MARIN's debts owed to each of them or

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mortgage holders nominated by these parties related to the Vessels are payed/settled.

## 5. TERM OF THE AGREEMENT

5.1. This Agreement shall become effective from the day of the signing, and if solemnized, it will become enforceable document.

5.2. The parties cannot, except in case of material breach of the other contractual party terminate this agreement.

5.3. In case the MOEN MARIN fail to take delivery of the individual Vessels according to SHIP BUILDING CONTRACT, CRONOMAR has the option to take over MOEN MARIN's position in SHIP BUILDING CONTRACT.

5.4. In case situation defined in article 8.4. of the SHIP BUILDING CONTRACT arises, MOEN MARIN can conduct and execute all actions only jointly with CRONOMAR and through CRONOMAR or with CRONOMAR's explicit written consent (according to article 1.3.).

5.5. In case NCP fails to fulfill its obligation towards MOEN MARIN (because the reason other than mentioned in article 5.4.) and MOEN MARIN does not want to take delivery of a not-finished Vessel, then CRONOMAR has the option to take 100% ownership to the actual Vessels without compensation to BUILDER.

5.6. In case of MOEN MARIN's, bankruptcy, liquidation etc., CRONOMAR will have an option to become formal owner of the Vessels under construction, without any compensation to MOEN MARIN for already incurred costs. In such case, MOEN MARIN will be obliged to pay all incurred fees or reimburse costs paid by CRONOMAR.

In case that situation defined in article 8.2. of SHIP BUILDING CONTRACT arise, MOEN MARIN is obliged to refund all incurred costs paid by CRONOMAR.

5.7. In case that CRONOMAR fails to fulfill its obligations to fund all costs related to materials and equipment timely and within the agreed financing limit, MOEN MARIN shall be entitled to terminate this contractual relationship between parties set out in this Agreement.

5.8. If one of the parties fails to fulfill and document its obligations, no direct or indirect consequential cost will be compensated towards the other party.

## 6. SPECIAL ARRANGEMENTS

6.1. Financing arrangement between CRONOMAR and local Bank is not formally settled at time of entering this Agreement. If such settlement is not operational in 2 months period from the date of this Agreement, MOEN MARIN is prepared to make a stage payment to CRONOMAR limited upwards to 50% of the financing limit when basic ship-hull is finalized and payment/delivery of propulsion systems are due.

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6.2. Basically Mortgage must be deleted before shipment/export, and Parties are prepared to settle the credit facility related to the actual and individual Vessels towards financing institution by 50-50 sharing of involved financing capacity for the actual Vessels in order to obtain deletion of registered local mortgage.

6.3. If the Shipbuilding contract do not become effective including signed VOF, PAF, and Acceptance by Moen Marin as PURCHASER of Vessels in question as defined in article 1.1, and/or no investments in Equipment/Material is purchased/paid within 30 days after entering this agreement, then this financing and supervision agreement shall be cancelled.

## 7. NOTIFICATIONS

7.1. Any notification to be effected to CRONOMAR must be done to following address:

Company: CRONOMAR d.o.o.  
Address: Šibenik, Velimira Škorpika 6, Croatia  
Email: malvin.villabo@predichem.no  
Telephone: + 4792066640

7.2. Any notification to be effected to the MOEN MARIN must be done to following address:

Company: Moen Marin AS  
Address: Korsnesveien, 79701 Kolvereid, Norway  
Email: terje.andreassen@moenmarin.no  
Telephone: + 4790031651

7.3. The notifications will be effected by email – confirmed by registered letter with delivery receipt. Should they be affected by simple letter, they will be considered as having been received within the usual time of postal service by the receiver.

## 8. APPLICABLE LAW AND DISPUTES

8.1. The contractual parties hereto agree that the validity and interpretation of the Contract and each article and part in contractual relations between CRONOMAR on one side and MOEN MARIN on the other side thereof shall be governed by laws of KINGDOM OF NORWAY.

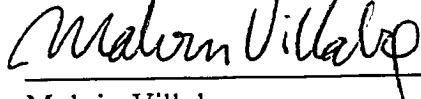
8.2. Any disputes, controversy or claim arising out of or relating to this Contract concerning contractual relations between Parties shall preferably be settled through negotiations between them. If no settlement is reached within 30 days after such negotiations have been initiated by one of the Parties, the dispute shall be settled by arbitration. The language of the arbitration shall be Norwegian, and the venue of the arbitration shall be Trondheim, Norway.

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8.3. This Agreement must be verified at Notary Public.

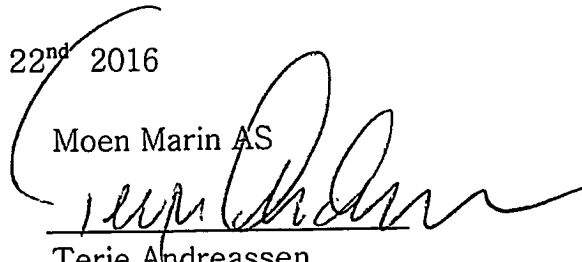
ENTERED AT Šibenik/Trondheim, on December 22<sup>nd</sup> 2016

CRONOMAR.d.o.o.



Malvin Villabo

Moen Marin AS



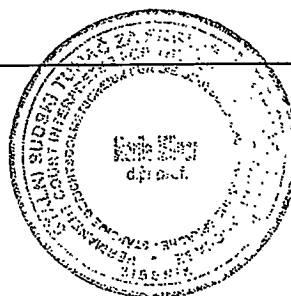
Terje Andreassen

Appendix to this Agreement:

1. Appendix 1: Likely Final Cost and Payment distribution for Vessels MMBN177/WB168 to MMBN182/WB173 dated and signed December 22nd 2016
2. Appendix 2: Offers number 270/12-2016, Rev B from Builder dated 2016-12-15
3. Appendix 3: Signed Vessel Order Form signed December 15th 2016, Proposal and Acceptance Form signed 20th December 2016, and Acceptance Form signed 22nd December 2016.

Ovaj prijevod sastoji se od 10 stranica / 10 listova  
Br. – OV-167/16  
Datum: 15.07.2016.

Ovjereni prijevod s engleskog jezika



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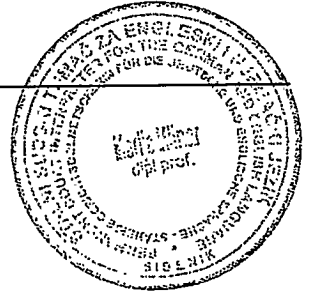
Ovaj prijevod sastoji se od 10 stranica / 10 listova

Br. – OV-167/16

Datum: 15.07.2016.

Ovjereni prijevod s engleskog jezika

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# Ugovor o financiranju i nadzoru izgradnje plovila

MMBN 164/WB – 160, MMBN 165/WB – 161, MMBN 166/WB – 162, MMBN  
167/WB – 163, MMBN 168/WB – 164 i MMBN 169/WB 165

Šest (6) PM1375 Plovila s Nögva pogonom

Trondheim, 04. srpnja 2016.



/Potpisi/

Ugovorne strane:

MOEN MARIN AS, Org. br.: 912082679, Korsnesveien, 7970 Kolvereid, Norveška, koju zastupa Terje Andreassen (u daljnjem tekstu „MOEN MARIN“ ili „VLASNIK“),

i

CRONOMAR d.o.o. Šibenik, Velimira Škorpika 6, OIB: 95364074347 koju zastupa Malvin Villabø (u daljnjem tekstu „CRONOMAR“ ili „FINANCIJER“ ili „SUPERVIZOR“)

(MOEN MARIN i CRONOMAR u daljnjem tekstu skupno „UGOVORNE STRANE“)

/Potpisi/



## 1. UVODNE ODREDBE

1.1. Sukladno uvjetima ovog Ugovora, Ugovorne strane definiraju strukturu financiranja izgradnje i opremanja šest (6) Plovila pod nazivom „MMBN 164/WB - 160, MMBN 165/WB - 161, MMBN 166/WB - 162, MMBN 167/WB - 163, MMBN 168/WB - 164 i MMBN 169/WB 165“. Svih šest plovila su tipa NABCAT PM-1375. Plovila će se izgraditi u NCP Grupa d.o.o., Šibenik. Također se ovim Ugovorom regulira i nadzor izgradnje predmetnih Plovila.

1.2. Ugovorne strane jednoglasno utvrđuju da su u potpunosti upoznate s odredbama Ugovora o izgradnji plovila, zaključenog između MOEN MARIN kao kupca i NCP-Grupa d.o.o. kao GRADITELJA „NABCAT katamarana – radnih plovila“, dana 12. ožujka 2015. (u daljnjem tekstu UGOVOR O IZGRADNJI PLOVILA). Spomenuti UGOVOR O IZGRADNJI PLOVILA potpisan 12. ožujka 2015. uključuje od strane VLASNIKA 01. srpnja 2016. potpisanu Narudžbenicu (VOF), te Obrazac ponude i prihvaćanja (PAF) GRADITELJA kao i Prihvaćanje VLASNIKA koji još nisu potpisani, za „MMBN 164/WB - 160, MMBN 165/WB - 161, MMBN 166/WB - 162, MMBN 167/WB - 163, MMBN 168/WB - 164 i MMBN 169/WB 165“ (Prilog 3 ovog Ugovora). Ovaj Ugovor o financiranju i nadzoru će postati valjan kada se svi navedeni dokumenti potpišu i kad odgovarajući ugovor o izgradnji stupi na snagu.

1.3. CRONOMAR i MOEN MARIN jednoglasno određuju svoj odnos u svezi predmetnih Plovila u izgradnji kao snažno povezan odnos, što znači da je MOEN MARIN dužan obavljati sve svoje poslove u svezi predmetnih Plovila u izgradnji samo zajednički s CRONOMAR-om i preko CRONOMAR-A ili uz izričito pisano odobrenje CRONOMAR-a.

1.4. MOEN MARIN jamči da raspolaže dovoljnim sredstvima za potpunu isplatu predmetnih Plovila, a na CRONOMAR-ov zahtjev je obvezan dostaviti dokaz o financijskoj solventnosti. Alternativno, MOEN MARIN će prilikom isporuke Plovila platiti CRONOMAR-u iznos jednak njihovim izravnim troškovima za zaključivanje ugovora i garantnog pisma za ugovorne vrijednosti pojedinih plovila.

1.5. Ako nastane situacija koja je u suprotnosti s odredbama članka 1.4., to će se smatrati materijalnom povredom ugovorne obveze.



/Potpisi/

## 2. PREDMET UGOVORA

2.1. CRONOMAR se obvezuje osigurati financiranje neto izravnih troškova materijala i opreme predmetnih Plovila. Takvo će se financiranje vršiti kroz plaćanje MOEN MARIN-ovih obveza preuzetih po člancima 1.5.-1.9. UGOVORA O IZGRADNJI PLOVILA kao *Owners supply*.

2.2. Prema odredbama članka 2.1., CRONOMAR će osigurati financiranje materijala i opreme u iznosu ograničenom do vrijednosti od 480.000 Eura za svako od Plovila MMBN 164/WB - 160, MMBN 165/WB - 161, MMBN 166/WB - 162, MMBN 167/WB - 163, MMBN 168/WB - 164 i MMBN 169/WB 165. Prva rata od 105.000 Eura po Plovilu od datuma važećeg ugovora za naručivanje Plovila. Puni kapacitet financiranja za Plovila kako je navedeno gore će biti dostupan kada se upišu hipoteka i pod-hipoteka na novim Plovilima u Lučkoj kapetaniji, najkasnije 4 tjedna nakon prve rate po Plovilu.

Za šest Plovila MMBN 164/WB - 160 do MMBN 169/WB 165 će se značajan dio zaliha nabaviti u Norveškoj u valuti NOK. CRONOMAR će snositi rizik tečajnih razlika i poduzeti protumjere pri čemu će se primijeniti fiksna tečajna stōpa od 9,2 NOK/EUR na proračune i završno plaćanje.

Svaka Promjena narudžbe/Varijacijska narudžba između MOEN MARIN-a i GRADITELJA, koja zahtijeva dodatna ulaganja, ili produženje roka isporuke jednog ili više Plovila, važeća je samo uz CRONOMAR-ovo potpisano odobrenje.

2.3. Sav materijal i oprema potrebni za izgradnju predmetnih Plovila će se naručiti od dobavljača i pod-dobavljača od strane GRADITELJA i u njegovo ime s jasnim naznačivanjem Plovila u izgradnji za koje su namijenjeni i s oznakom vlasnika Plovila u izgradnji. Ugovorne strane su suglasne da će CRONOMAR, kao financijer izravnih troškova Plovila, platiti sav materijal i opremu naručenu od dobavljača i pod-dobavljača od strane GRADITELJA u njegovo ime u svrhe izgradnje Plovila, prema nastalim neto troškovima i predloženim računima koje izdaju dobavljači ili pod-dobavljači i koji se odnose na pojedina Plovila. Za svako plaćanje se ova odredba smatra MOEN MARIN-ovim prijenosom na CRONOMAR za ispunjavanje gore spomenute obveze.



/Potpisi/

2.4. CRONOMAR preuzima poziciju MOEN MARIN-a u UGOVORU O IZGRADNJI PLOVILA u pogledu na praćenje materijala isporučenog kao „Owners supply“, uključujući ugradnju, skladištenje i označavanje takve opreme kod GRADITELJA i njegovih podizvođača.

Proračunom obuhvaćeni troškovi izgradnje, uključujući troškove za sve nabavke materijala i opreme priloženi su u Prilogu 2.

2.5. GRADITELJ će biti obaviješten od strane MOEN MARIN-a u pisanom obliku da sve gore navedene račune predoči izravno CRONOMAR-u, sukladno odredbi članka 1.8. UGOVORA O IZGRADNJI PLOVILA.

2.6. CRONOMAR se obvezuje podmiriti sve račune koje šalje GRADITELJ u roku od četrnaest (14) dana od datuma kada CRONOMAR primi račun, a zahtijevano plaćanje je unutar limita financiranja definiranog u članku 2.2. Račun se smatra podmirenim na datum kada CRONOMAR izda nalog za plaćanje.

2.7. Za usluge financiranja (troškove financiranja) će CRONOMAR izdati račun MOEN MARIN-u.

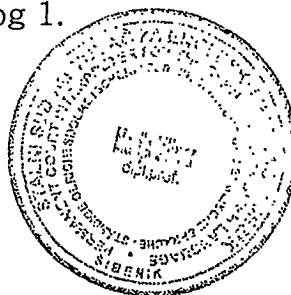
2.8. CRONOMAR će MOEN MARIN-u izdati račun za troškove ugovora i Garantnog pisma, ukoliko nastanu, a sukladno članku 1.4. od 1,5 % konačne cijene za svako pojedino Plovilo.

2.9. CRONOMAR će vršiti kontrolu kvalitete i nadzor nad tehničkom provedbom radova izgradnje, nadzirati napredak radova, pripremiti „Izvedbenu dokumentaciju po plovilu (bez trupa/strukture, električne i hidraulične instalacije), te će kontrolirati da li se obveze Ugovornih strana preuzete UGOVOROM O IZGRADNJI PLOVILA ispunjavaju na profesionalan način, a sve u ime KUPCA.

Za spomenute poslove nadzora, CRONOMAR će MOEN MARIN-u izdati račun.

2.10. MOEN MARIN se obvezuje refundirati CRONOMAR-u dokumentirano korišteno financiranje kao dio ukupne cijene sukladno odlomku 6. UGOVORA O IZGRADNJI PLOVILA po dospijeću plaćanja.

2.11. Proračunom obuhvaćenu raspodjelu plaćanja za PLOVILO nakon isporuke prije Varijacijskih narudžbi između stranaka koje sudjeluju u procesu izgradnje potpisuju uključene strane, a priložena je kao Prilog 1.



/Potpisi/

### 3. TROŠKOVI FINANCIRANJA I VALUTA

3.1. MOEN MARIN će platiti CRONOMAR-u troškove financiranja tijekom izgradnje prema izdanom računu koji dopijeva na plaćanje u isto vrijeme kao i plaćanje ukupne cijene prema odlomku 6. UGOVORA O IZGRADNJI PLOVILA i kao dio ukupne cijene koja se plaća izravno CRONOMAR-u.

3.2. Troškovi financiranja Plovila će predstavljati kamatnu stopu od 0,90% mjesečno od konačno iskorištenog financiranja na datum isporuke za razdoblje od dana dostupnosti financiranja do datuma isporuke svakog pojedinog Plovila. Ovi troškovi financiranja u iznosu od 0,9 % mjesečno mogu biti predmet pregovora kada je kreditni rejting GRADITELJA normalan, a povezano samofinanciranje Cronomara je 20 % ili manje od ukupnog paketa financiranja. Obračun kamate će biti obračun prema principu „otvorene knjige“.

3.3. Troškovi CRONOMAR-ovog nadzora iznose 15.000,00 € po Plovilu, za usluge definirane u Članku 2.9 ovog Ugovora.

3.4. U slučaju da MOEN MARIN ne plati troškove za Plovilo u roku od 3 tjedna od datuma Zapisnika o primopredaji, tada će MOEN MARIN pokriti troškove financiranja CRONOMAR-ova ulaganja u plovilo s učinkom od 2 tjedna nakon Zapisnika o primopredaji. Troškovi financiranja će se obračunavati 0,8% mjesečno.

### 4. INSTRUMENTI OSIGURANJA

4.1. MOEN MARIN ovlašćuje CRONOMAR da ga zastupa pred upravnim i sudskim tijelima u Hrvatskoj radi registriranja MOEN MARIN-a kao vlasnika Plovila u izgradnji te da ga zastupa u svim postupcima i radnjama koje mogu biti potrebne za predmetna Plovila, a u svezi kupnje i financiranja materijala za spomenuta Plovila.

4.2. MOEN MARIN kao registrirani vlasnik Plovila u izgradnji ovlašćuje CRONOMAR da radi osiguranja CRONOMAR-ovog kredita/financiranja upiše hipoteku i/ili pod-hipoteku u iznosu od 480.000 Eura, po Plovilu, sve na teret Plovila u izgradnji, bez dodatnih odobrenja ili suglasnosti MOEN MARIN-a. Ako je potrebno, MOEN MARIN će izdati posebno odobrenje.



/Potpisi/

Sva registrirana opterećenja bit će izbrisana nakon podmirenja MOEN MARIN-ovih financijskih obveza prema CRONOMAR-u, nakon čega će CRONOMAR izdati Potvrdu o brisanju.

Gore navedenom Potvrdom o brisanju će MOEN MARIN biti ovlašten/u mogućnosti registrirati svoje vlasništvo nad izgrađenim Plovilom u odgovarajući registar države svoga sjedišta.

4.3. Prema odredbi članka 10.1. UGOVORA O IZGRADNJI PLOVILA, Plovila u izgradnji, uključujući svu naručenu opremu/materijal, će biti osigurano od strane GRADITELJA od svih rizika do isporuke (FOB-uvjeti) GRADITELJA. Vrijednost osiguranja pojedinog plovila bit će 25 % iznad troškova izgradnje od datuma potpisivanja Zapisnika o primopredaji. Korisnik isplate osiguranja bit će CRONOMAR do iznosa potrošenog na financiranje pojedinog Plovila i alternativno navedeni nositelji hipoteke u omjeru u kojem doprinesu ovom financiranju plovila u izgradnji. CRONOMAR-u će se staviti na raspolaganje polica osiguranja.

4.4. MOEN MARIN će osigurati Plovila od svih rizika za vrijeme dostave i do potpunog plaćanja GRADITELJU i CRONOMARU od strane MOEN MARINA, a za pojedino Plovilo. Korisnik isplate osiguranja bit će GRADITELJ i CRONOMAR dok ne budu podmirena MOEN MARINOV-ova dugovanja vezana za Plovilo prema svakome od njih ili prema nositeljima hipoteke koje navedu te ugovorne strane.

## 5. TRAJANJE UGOVORA

5.1. Ovaj Ugovor stupa na snagu s danom potpisivanja, a ako se solemnizira, postaje ovršna isprava.

5.2. Ugovorne strane ne mogu, osim u slučaju materijalne povrede ugovora od strane druge Ugovorne strane, raskinuti ugovor.

5.3. U slučaju da MOEN MARIN ne preuzme isporuku pojedinog Plovila sukladno UGOVORU O IZGRADNJI PLOVILA, CRONOMAR ima mogućnost preuzeti poziciju MOEN MARIN-a u UGOVORU O IZGRADNJI PLOVILA.

5.4. U slučaju nastanka situacije definirane u članku 8.4. UGOVORA O IZGRADNJI PLOVILA, MOEN MARIN može provoditi i izvršavati sve radnje samo zajedno s CRONOMAR-om i putem CRONOMAR-a ili uz CRONOMAR-ovo izričito pismeno odobrenje (u skladu s člankom 1.7.).



/Potpisi/

5.5. U slučaju da NCP ne ispuní svoju obvezu prema MOEN MARIN-u (a iz razloga osim onih navedenih u članku 5.4.) a MOEN MARIN ne želi preuzeti isporuku nedovršenog Plovila, tada CRONOMAR ima mogućnost preuzeti 100% vlasništva nad plovilom bez naknade GRADITELJU.

5.6. U slučaju stečaja, likvidacije i sl. MOEN MARIN-a, CRONOMAR će imati mogućnost postati vlasnik pojedinog Plovila u izgradnji, bez ikakve naknade MOEN MARIN-u za već nastale troškove. U tom slučaju će MOEN MARIN biti dužan platiti sve nastale naknade ili nadoknaditi troškove plaćene od strane CRONOMAR-a.

U slučaju nastanka situacije definirane u članku 8.2. UGOVORA O IZGRADNJI PLOVILA, MOEN MARIN je dužan naknaditi sve troškove plaćene od strane CRONOMAR-a.

5.7. U slučaju da CRONOMAR ne ispuní na vrijeme i unutar financijskog ograničenja svoje obveze u podmirivanju svih troškova koji se odnose na materijale i opremu, MOEN MARIN će imati pravo raskinuti ovu ugovornu vezu između Ugovornih strana utvrđenih u ovom Ugovoru.

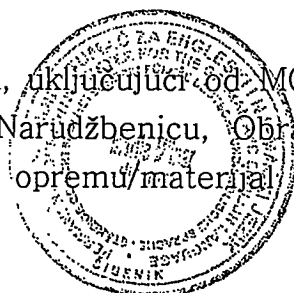
5.8. Ako jedna od Ugovornih strana ne ispuní i ne dokumentira svoje obveze, bilo kakav izravan ili neizravan posljedični trošak prema drugoj Ugovornoj strani neće biti nadoknađen.

## 6. POSEBNI DOGOVORI

6.1. Dogovor o financiranju između CRONOMAR-a i lokalne banke nije službeno dogovoren u trenutku zaključenja ovog Ugovora. Ako takav dogovor ne bude aktivan u razdoblju od 2 mjeseca od datuma ovog Ugovora, MOEN MARIN je spreman izvršiti etapno plaćanje CRONOMAR-u do ograničenja od 50% od granice financiranja po Plovilu nakon završetka izrade osnovnog trupa plovila i kada treba uslijediti isporuka pogonskih sustava.

6.2. Osnovna hipoteka se mora izbrisati prije isporuke pojedinih Plovila, a Ugovorne strane su spremne podmiriti kredit povezan s pojedinim Plovilima prema financijskoj instituciji dijeljenjem dotičnog financijskog kapaciteta za stvarno Plovilo u omjeru 50-50 kako bi se ishodilo brisanje registrirane lokalne hipoteke.

6.3. Ako Ugovor o izgradnji plovila ne stupi na snagu, uključujući od MOEN MARIN-a kao KUPCA predmetnog Plovila potpisanu Narudžbenicu, Obrazac ponude i prihvaćanja i Prihvaćanje i/ili ako ulaganja u opremu/materijal nisu



plaćena/kupljena u roku od 60 dana nakon zaključenja ovog Ugovora, tada će se ovaj Ugovor o financiranju i nadzoru otkazati.

/Potpisi/

## 7. OBAVIJESTI

7.1. Svaka obavijest za CRONOMAR mora biti poslana na sljedeću adresu:

Tvrtka: CRONOMAR d.o.o.  
Adresa: Šibenik, Velimira Škorpika 6, Hrvatska  
E-mail: malvin.villabo@predichem.no  
Telefon: +4792066640

7.2. Svaka obavijest za MOEN MARIN mora biti poslana na sljedeću adresu:

Tvrtka: Moen Marin AS  
Adresa: Korsnesveien, 79701 Kolvereid, Norveška  
E-mail: terje.andreassen@moenmarin.no  
Telefon: +4790031651

7.3. Obavijesti će biti poslane e-mailom - potvrđene preporučanim pismom s potvrdom o primitku. Ukoliko se pošalju kao obično pismo, smatrat će se primljenima od strane primatelja unutar vremena uobičajenog za poštanske usluge.

## 8. MJERODAVNI ZAKON I SPOROVI

8.1. Ugovorne strane su suglasne da će valjanost i tumačenje Ugovora i svakog članka i dijela u ugovornim obvezama između CRONOMAR-a s jedne strane i MOEN MARIN-a s druge strane biti u nadležnosti zakona KRALJEVINE NORVEŠKE.

8.2. Svi sporovi, rasprave ili potraživanja koja proizlaze iz ili u odnosu na ovaj Ugovor, a odnose se na ugovorne odnose između Ugovornih strana će se po mogućnosti riješiti putem međusobnih pregovora. Ako se ne postigne sporazum u roku od 30 dana nakon što su takvi pregovori pokrenuti od strane jedne od Ugovornih strana, spor će se riješiti arbitražom. Jezik arbitraže će biti norveški, a mjesto arbitraže Trondheim, Norveška.

8.3. Ovaj Ugovor mora ovjeriti javni bilježnik.



/Potpisi/

ZAKLJUČENO u Šibeniku/Trondheimu, 04. srpnja 2016.

CRONOMAR d.o.o.

Moen Marin AS

\_\_\_\_\_/Potpis/\_\_\_\_\_  
Malvin Villabo

\_\_\_\_\_/Potpis/\_\_\_\_\_  
Terje Andreassen

Prilozi Ugovoru:

1. Prilog 1 od 04. srpnja 2016.: Predviđeni konačni troškovi i Raspodjela plaćanja za šest Plovila koja će se isporučiti kroz dva razdoblja: MMBN 164/WB - 160, MMBN 165/WB - 161 i MMBN 166/WB - 162 s isporukom najkasnije do veljače 2017. i MMBN 167/WB - 163, MMBN 168/WB - 164 i MMBN 169/WB - 165 s isporukom do travnja 2017.
2. Prilog 2: Ponuda Graditelja br. 290/11/15 Rev B od 20.01.2016.
3. Prilog 3: Narudžbenica potpisana 01. srpnja 2016. te Obrazac ponude i prihvaćanja i Prihvaćanje koji još nisu potpisani.

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Kraj prijevoda s engleskog jezika

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**Broj 167/16**

Ja, MARIJA MLINAR, stalni sudski tumač za njemački i engleski jezik, imenovana rješenjem Županijskog suda u Šibeniku, broj Nr. 4SU - 199/2016 od 25. ožujka 2016., potvrđujem da gornji prijevod u potpunosti odgovara svojem izvorniku, sastavljenom na engleskom jeziku.

Šibenik, 15.07.2016.

Sudski tumač:



Ovaj prijevod sastoji se od 10 stranica / 10 listova  
Br. – OV-222/16  
Datum: 25.08.2016.

Ovjereni prijevod s engleskog jezika



Ovaj prijevod sastoji se od 10 stranica / 10 listova

Br. – OV-222/16

Datum: 25.08.2016.

Ovjereni prijevod s engleskog jezika



# Ugovor o financiranju i nadzoru izgradnje plovila

BN 171/WB 166 – NABCAT MD1510SD – tip plovila

S jednomjesečnom opcijom za narudžbu dodatnog „sestrinskog“ plovila

BN 171: identifikacijska oznaka plovila Moen Marina (Kupca/Vlasnika)

WB 166: identifikacijska oznaka plovila NCP-Grupe (Graditelja)

10. kolovoza 2016.



/Potpisi/

Ugovorne strane:

MOEN MARIN AS, Org. br.: 912082679, Korsnesveien, 7970 Kolvereid, Norveška, koju zastupa Terje Andreassen (u daljnjem tekstu „MOEN MARIN“ ili „VLASNIK“),

i

CRONOMAR d.o.o. Šibenik, Velimira Škorpika 6, OIB: 95364074347 koju zastupa Malvin Villabø (u daljnjem tekstu „CRONOMAR“ ili „FINANCIJER“ ili „SUPERVIZOR“)

(MOEN MARIN i CRONOMAR u daljnjem tekstu skupno „UGOVORNE STRANE“)

/Potpisi/



## 1. U V O D N E O D R E D B E

1.1. Sukladno uvjetima ovog Ugovora, Ugovorne strane definiraju strukturu financiranja izgradnje i opremanja Plovila pod nazivom „BN 171/WB 166 - NABCAT MD1510SD“ u NCP Grupa d.o.o., Šibenik. Također se ovim Ugovorom regulira i nadzor izgradnje predmetnog Plovila.

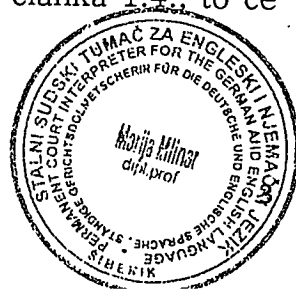
1.2. Ugovorne strane jednoglasno utvrđuju da su u potpunosti upoznate s odredbama Ugovora o izgradnji plovila, zaključenog između MOEN MARIN kao kupca i NCP-Grupa d.o.o. kao GRADITELJA „NABCAT 1375“ i „NABCAT 1499“, dana 12. ožujka 2015. (u daljnjem tekstu UGOVOR O IZGRADNJI PLOVILA). Spomenuti UGOVOR O IZGRADNJI PLOVILA potpisan 12. ožujka 2015. uključuje od strane VLASNIKA 10. kolovoza 2016. potpisanu Narudžbenicu (VOF), te Obrazac ponude i prihvaćanja (PAF) GRADITELJA kao i Prihvaćanje VLASNIKA koji još nisu potpisani, za „BN171/WB166“ (Prilog 3 ovog Ugovora). Ovaj Ugovor o financiranju i nadzoru će postati valjan kada se svi navedeni dokumenti potpišu i kad odgovarajući ugovor o izgradnji stupi na snagu.

UGOVORNE STRANE su suglasne da se prema ovome Ugovoru u roku od mjesec dana može naručiti dodatno „sestrinsko“ plovilo. Za takvo plovilo će se primjenjivati isti uvjeti, kapaciteti i zahtjevi pod uvjetom da nema značajno drugačijih tehničkih uvjeta za takvo plovilo. (Pripadajući prilozi će biti priloženi ovom Ugovoru).

1.3. CRONOMAR i MOEN MARIN jednoglasno određuju svoj odnos u svezi predmetnog/predmetnih Plovila u izgradnji kao snažno povezan odnos, što znači da je MOEN MARIN dužan obavljati sve svoje poslove u svezi predmetnog/predmetnih Plovila u izgradnji samo zajednički s CRONOMAR-om i preko CRONOMAR-A ili uz izričito pisano odobrenje CRONOMAR-a.

1.4. MOEN MARIN jamči da raspolaže dovoljnim sredstvima za potpunu isplatu predmetnog/predmetnih Plovila, a na CRONOMAR-ov zahtjev je obvezan dostaviti dokaz o financijskoj solventnosti. Alternativno, MOEN MARIN će prilikom isporuke Plovila platiti CRONOMAR-u iznos jednak njihovim izravnim troškovima za zaključivanje ugovora i garantnog pisma za ugovorne vrijednosti pojedinog/pojedinih plovila.

1.5. Ako nastane situacija koja je u suprotnosti s odredbama članka 1.4., to će se smatrati materijalnom povredom ugovorne obveze.



## 2. PREDMET UGOVORA

2.1. CRONOMAR se obvezuje osigurati financiranje neto izravnih troškova materijala i opreme predmetnog/predmetnih Plovila. Takvo će se financiranje vršiti kroz plaćanje MOEN MARIN-ovih obveza preuzetih po člancima 1.5.-1.9. UGOVORA O IZGRADNJI PLOVILA kao *Owners supply*.

2.2. Prema odredbama članka 2.1., CRONOMAR će osigurati financiranje materijala i opreme u iznosu ograničenom do vrijednosti od 1 milijun Eura za Plovilo BN171/WB166. Prva rata od 200.000 Eura od datuma potpisanog Prihvaćanja narudžbe Plovila. Puni kapacitet financiranja od 1 milijun Eura će biti dostupan 60 dana nakon potpisanog Prihvaćanja ili nakon zahtjeva putem valjane obavijesti od strane GRADITELJA, i kada se upišu hipoteka i pod-hipoteka na novim Plovilima u Lučkoj kapetaniji, najkasnije 4 tjedna nakon prve rate.

Svaka Promjena narudžbe/Varijacijska narudžba između MOEN MARIN-a i GRADITELJA, koja zahtijeva dodatna ulaganja ili produženje roka isporuke, važeća je samo uz CRONOMAR-ovo potpisano odobrenje.

2.3. Sav materijal i oprema potrebni za izgradnju predmetnog/predmetnih Plovila će se naručiti od dobavljača i pod-dobavljača od strane GRADITELJA i u njegovo ime s jasnim naznačivanjem Plovila u izgradnji za koje su namijenjeni i s oznakom vlasnika Plovila u izgradnji. Ugovorne strane su suglasne da će CRONOMAR, kao financijer izravnih troškova Plovila, platiti sav materijal i opremu naručenu od dobavljača i pod-dobavljača od strane GRADITELJA u njegovo ime u svrhe izgradnje Plovila, prema nastalim neto troškovima i predloženim računima koje izdaju dobavljači ili pod-dobavljači i koji se odnose na pojedino Plovilo. Za svako plaćanje se ova odredba smatra MOEN MARIN-ovim prijenosom na CRONOMAR za ispunjavanje gore spomenute obveze.

2.4. CRONOMAR preuzima poziciju MOEN MARIN-a u UGOVORU O IZGRADNJI PLOVILA u pogledu na praćenje materijala isporučenog kao "Owners supply", uključujući ugradnju, skladištenje i označavanje takve opreme kod GRADITELJA i njegovih podizvođača.



Proračunom obuhvaćeni troškovi izgradnje, uključujući troškove za sve nabavke materijala i opreme priloženi su u Prilogu 2.

2.5. GRADITELJ će biti obaviješten od strane MOEN MARIN-a u pisanom obliku da sve gore navedene račune predoči izravno CRONOMAR-u, sukladno odredbi članka 1.8. UGOVORA O IZGRADNJI PLOVILA.

/Potpisi/

2.6. CRONOMAR se obvezuje podmiriti sve račune koje šalje GRADITELJ u roku od četrnaest (14) dana od datuma kada CRONOMAR primi račun, a zahtijevano plaćanje je unutar limita financiranja definiranog u članku 2.2. Račun se smatra podmirenim na datum kada CRONOMAR izda nalog za plaćanje.

2.7. Za usluge financiranja (troškove financiranja) će CRONOMAR izdati račun MOEN MARIN-u.

2.8. CRONOMAR će MOEN MARIN-u izdati račun za troškove ugovora i Garantnog pisma, ukoliko nastanu, a sukladno članku 1.4.

2.9. CRONOMAR će vršiti kontrolu kvalitete i nadzor nad tehničkom provedbom radova izgradnje, nadzirati napredak radova, pripremiti „Izvedbenu dokumentaciju po plovilu (bez trupa/strukture, električne i hidraulične instalacije), te će kontrolirati da li se obveze Ugovornih strana preuzete UGOVOROM O IZGRADNJI PLOVILA ispunjavaju na profesionalan način, a sve u ime KUPCA.

Za spomenute poslove nadzora, CRONOMAR će MOEN MARIN-u izdati račun.

2.10. MOEN MARIN se obvezuje refundirati CRONOMAR-u dokumentirano korišteno financiranje kao dio ukupne cijene sukladno odlomku 6. UGOVORA O IZGRADNJI PLOVILA po dospelju plaćanja.

2.11. Proračunom obuhvaćenu raspodjelu plaćanja za PLOVILA nakon isporuke prije Varijacijskih narudžbi između stranaka koje sudjeluju u procesu izgradnje potpisuju uključene strane, a priložena je kao Prilog 1.

### 3. TROŠKOVI FINANCIRANJA I VALUTA

3.1. MOEN MARIN će platiti CRONOMAR-u troškove financiranja tijekom izgradnje prema izdanom računu koji dospjeva na plaćanje u isto vrijeme kao i



plaćanje ukupne cijene prema odlomku 6. UGOVORA O IZGRADNJI PLOVILA i kao dio ukupne cijene koja se plaća izravno CRONOMAR-u.

3.2. Troškovi financiranja Plovila će predstavljati kamatnu stopu od 0,90% mjesečno od granice financiranja stavljenog na raspolaganje u bilo kojem trenutku. Za razdoblje od prva 2 mjeseca kapacitet financiranja će iznositi 200.000 Eura, a za posljednjih 6 mjeseci 1 milijun Eura. Ovi troškovi financiranja u iznosu od 0,9 % mjesečno mogu biti predmet pregovora kada je kreditni rejting GRADITELJA normalan, a povezano samofinanciranje Cronomara je manje od 20 % ukupnog paketa financiranja. Obračun kamate će biti obračun prema principu „otvorene knjige“.

/Potpisi/

3.3. Troškovi CRONOMAR-ovog nadzora iznose 25.000,00 € po Plovilu.

3.4. U slučaju da MOEN MARIN ne plati troškove za Plovilo u roku od 3 tjedna od datuma Zapisnika o primopredaji, tada će MOEN MARIN pokriti troškove financiranja CRONOMAR-ova ulaganja u Plovilo s učinkom od 2 tjedna nakon Zapisnika o primopredaji. Troškovi financiranja će se obračunavati 0,8% mjesečno.

#### 4. INSTRUMENTI OSIGURANJA

4.1. MOEN MARIN ovlašćuje CRONOMAR da ga zastupa pred upravnim i sudskim tijelima u Hrvatskoj radi registriranja MOEN MARIN-a kao vlasnika Plovila u izgradnji te da ga zastupa u svim postupcima i radnjama koje mogu biti potrebne za predmetno/predmetna Plovilo/Plovilo, a u svezi kupnje i financiranja materijala za spomenuta Plovila.

4.2. MOEN MARIN kao registrirani vlasnik Plovila u izgradnji ovlašćuje CRONOMAR da radi osiguranja CRONOMAR-ovog kredita/financiranja upiše hipoteku i/ili pod-hipoteku u iznosu od 950.000 Eura, po Plovilu, sve na teret Plovila u izgradnji, bez dodatnih odobrenja ili suglasnosti MOEN MARIN-a. Ako je potrebno, MOEN MARIN će izdati posebno odobrenje.

Sva registrirana opterećenja će biti izbrisana nakon podmirenja MOEN MARIN-ovih financijskih obveza prema CRONOMAR-u, nakon čega će CRONOMAR izdati Potvrdu o brisanju.







6.3. Ako Ugovor o izgradnji plovila ne stupi na snagu, uključujući od MOEN MARIN-a kao KUPCA predmetnog/predmetnih Plovila potpisanu Narudžbenu, Obrazac ponude i prihvaćanja i Prihvaćanje i/ili ako ulaganja u opremu/materijal nisu plaćena/kupljena u roku od 30 dana nakon zaključenja ovog Ugovora, tada će se ovaj Ugovor o financiranju i nadzoru otkazati.

## 7. OBAVIJESTI

7.1. Svaka obavijest za CRONOMAR mora biti poslana na sljedeću adresu:

Tvrtka: CRONOMAR d.o.o.  
Adresa: Šibenik, Velimira Škorpika 6, Hrvatska  
E-mail: malvin.villabo@len.no  
Telefon: + 4792066640

7.2. Svaka obavijest za MOEN MARIN mora biti poslana na sljedeću adresu:

Tvrtka: Moen Marin AS  
Adresa: Korsnesveien, 79701 Kolvereid, Norveška  
E-mail: terje.andreassen@moenmarin.no  
Telefon: + 4790031651

7.3. Obavijesti će biti poslane e-mailom - potvrđene preporučenim pismom s potvrdom o primitku. Ukoliko se pošalju kao obično pismo, smatrat će se primljenima od strane primatelja unutar vremena uobičajenog za poštanske usluge.

/Potpisi/

## 8. MJERODAVNI ZAKON I SPOROVI

8.1. Ugovorne strane su suglasne da će valjanost i tumačenje Ugovora i svakog članka i dijela u ugovornim obvezama između CRONOMAR-a s jedne strane i MOEN MARIN-a s druge strane biti u nadležnosti zakona KRALJEVINE NORVEŠKE.

8.2. Svi sporovi, rasprave ili potraživanja koja proizlaze iz ili u odnosu na ovaj Ugovor, a odnose se na ugovorne odnose između Ugovornih strana će se po mogućnosti riješiti putem međusobnih pregovora. Ako se ne postigne sporazum u roku od 30 dana nakon što su takvi pregovori pokrenuti od strane jedne od Ugovornih strana, spor će se riješiti arbitražom. Jezik arbitraže će biti a mjesto arbitraže Trondheim, Norveška.



8.3. Ovaj Ugovor mora ovjeriti javni bilježnik.

ZAKLJUČENO u Šibeniku/Trondheimu, 10. kolovoza 2016.

CRONOMAR d.o.o.

Moen Marin AS

\_\_\_\_\_/Potpis/\_\_\_\_\_  
Malvin Villabo

\_\_\_\_\_/Potpis/\_\_\_\_\_  
Terje Andreassen

Prilozi Ugovoru:

1. Prilog: Predviđeni konačni troškovi i Raspodjela plaćanja za Plovilo BN171/WB166 datirani i potpisani 10. kolovoza 2016.
2. Prilog 2: Ponuda Graditelja 144/08/16 od 02.08.2016.
3. Prilog 3: Narudžbenica potpisana 10. kolovoza 2016. te Obrazac ponude i prihvaćanja i Prihvaćanje koji još nisu potpisani. Svi obrasci će se potpisati prije stupanja na snagu ovog Ugovora, najkasnije 30 dana nakon potpisivanja ovog Ugovora o financiranju i nadzoru.

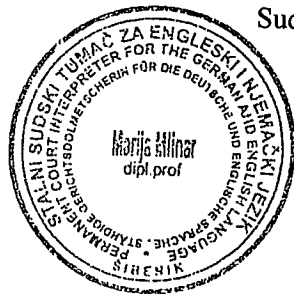
/Potpisi/

Kraj prijevoda s engleskog jezika

**Broj 222/16**

Ja, MARIJA MLINAR, stalni sudski tumač za njemački i engleski jezik, imenovana rješenjem Županijskog suda u Šibeniku, broj Nr. 4SU – 199/2016 od 25. ožujka 2016., potvrđujem da gornji prijevod u potpunosti odgovara svojem izvorniku, sastavljenom na engleskom jeziku.

Šibenik, 25.08.2016.



Sudski tumač:



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Ovaj prijevod sastoji se od 10 stranica / 10 listova

Br. – OV-271/16

Datum – 18. 10. 2016.

Ovjereni prijevod s engleskog jezika

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# Ugovor o financiranju i nadzoru izgradnje plovila

BN 176/WB 167 – NABCAT MD1510SD – tip plovila

---

BN 176: identifikacijska oznaka plovila Moen Marina (Kupca/Vlasnika)

WB 167: identifikacijska oznaka plovila NCP-Grupe (Graditelja)

10. listopada 2016.



Podpisi/

Ugovorne strane:

MOEN MARIN AS, Org. br.: 912082679, Korsnesveien, 7970 Kolvereid, Norveška, koju zastupa Terje Andreassen (u daljnjem tekstu „MOEN MARIN“ ili „VLASNIK“),

i

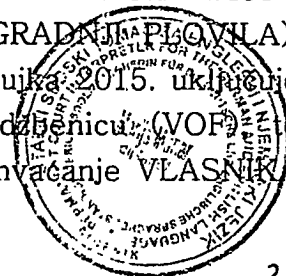
CRONOMAR d.o.o. Šibenik, Velimira Škorpika 6, OIB: 95364074347 koju zastupa Malvin Villabø (u daljnjem tekstu „CRONOMAR“ ili „FINANCIJER“ ili „SUPERVIZOR“)

(MOEN MARIN i CRONOMAR u daljnjem tekstu skupno „UGOVORNE STRANE“)

## 1. UVODNE ODREDBE

1.1. Sukladno uvjetima ovog Ugovora, Ugovorne strane definiraju strukturu financiranja izgradnje i opremanja Plovila pod nazivom „BN 176/WB 167 - NABCAT MD1510SD“ u NCP Grupa d.o.o., Šibenik. Također se ovim Ugovorom regulira i nadzor izgradnje predmetnog Plovila.

1.2. Ugovorne strane jednoglasno utvrđuju da su u potpunosti upoznate s odredbama Ugovora o izgradnji plovila, zaključenog između MOEN MARIN kao kupca i NCP-Grupa d.o.o. kao GRADITELJA „NABCAT 1375“ i „NABCAT 1499“, dana 12. ožujka 2015. (u daljnjem tekstu UGOVOR O IZGRADNJI PLOVILA). Spomenuti UGOVOR O IZGRADNJI PLOVILA potpisan 12. ožujka 2015. uključuje od strane VLASNIKA 7. listopada 2016. potpisanu Narudžbenicu (VOF) te obrazac ponude i prihvaćanja (PAF) GRADITELJA kao i Prihvaćanje VLASNIKA



koji još nisu potpisani, za „BN176/WB167“ (Prilog 3 ovog Ugovora). Ovaj Ugovor o financiranju i nadzoru će postati valjan kada se svi navedeni dokumenti potpišu i kad odgovarajući ugovor o izgradnji stupi na snagu.

1.3. CRONOMAR i MOEN MARIN jednoglasno određuju svoj odnos u svezi predmetnog/predmetnih Plovila u izgradnji kao snažno povezan odnos, što znači da je MOEN MARIN dužan obavljati sve svoje poslove u svezi predmetnog/predmetnih Plovila u izgradnji samo zajednički s CRONOMAR-om i preko CRONOMAR-A ili uz izričito pisano odobrenje CRONOMAR-a.

1.4. MOEN MARIN jamči da raspolaže dovoljnim sredstvima za potpunu isplatu predmetnog/predmetnih Plovila, a na CRONOMAR-ov zahtjev je obvezan dostaviti dokaz o financijskoj solventnosti. Alternativno, MOEN MARIN će prilikom isporuke Plovila platiti CRONOMAR-u iznos jednak njihovim izravnim troškovima za zaključivanje ugovora i garantnog pisma za ugovorne vrijednosti pojedinog/pojedinih plovila.

1.5. Ako nastane situacija koja je u suprotnosti s odredbama članka 1.4., to će se smatrati materijalnom povredom ugovorne obveze.

/Potpisi/

## 2. PREDMET UGOVORA

2.1. CRONOMAR se obvezuje osigurati financiranje neto izravnih troškova materijala i opreme predmetnog/predmetnih Plovila. Takvo će se financiranje vršiti kroz plaćanje MOEN MARIN-ovih obveza preuzetih po člancima 1.5.-1.9. UGOVORA O IZGRADNJI PLOVILA kao *Owners supply*.

2.2. Prema odredbama članka 2.1., CRONOMAR će osigurati financiranje materijala i opreme u iznosu ograničenom do vrijednosti od 1 milijun Eura za Plovilo BN176/WB167. Prva rata od 200.000 Eura od dogovorenog datuma 10. Studenog 2016. Puni kapacitet financiranja od 1 milijun Eura će biti dostupan 60 dana nakon prve rate ili nakon zahtjeva putem valjane obavijesti od strane GRADITELJA, i kada se upišu hipoteka i pod-hipoteka na novim Plovilima u Lučkoj kapetaniji, najkasnije 4 tjedna nakon prve rate.

Značajan dio materijala/opreme će se nabaviti preko norveških dostavljača u valuti NOK. Takva plaćanja će obaviti Cronomar u valuti NOK, kojemu će se









4.4. MOEN MARIN će osigurati Plovilo/Plovila od svih rizika za vrijeme dostave i do potpunog plaćanja GRADITELJU i CRONOMARU od strane MOEN MARINA, a za Plovilo/Plovila. Korisnik isplate osiguranja bit će GRADITELJ i CRONOMAR dok ne budu podmirena MOEN MARINOV-ova dugovanja vezana za Plovilo/Plovila prema svakome od njih ili prema nositeljima hipoteke koje navedu te ugovorne strane.

/Potpisi/

## 5. TRAJANJE UGOVORA

5.1. Ovaj Ugovor stupa na snagu s danom potpisivanja, a ako se solemnizira, postaje ovršna isprava.

5.2. Ugovorne strane ne mogu, osim u slučaju materijalne povrede ugovora od strane druge Ugovorne strane, raskinuti ugovor.

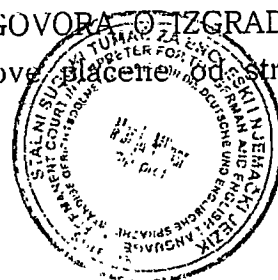
5.3. U slučaju da MOEN MARIN ne preuzme isporuku pojedinog Plovila sukladno UGOVORU O IZGRADNJI PLOVILA, CRONOMAR ima mogućnost preuzeti poziciju MOEN MARIN-a u UGOVORU O IZGRADNJI PLOVILA.

5.4. U slučaju nastanka situacije definirane u članku 8.4. UGOVORA O IZGRADNJI PLOVILA, MOEN MARIN može provoditi i izvršavati sve radnje samo zajedno s CRONOMAR-om i putem CRONOMAR-a ili uz CRONOMAR-ovo izričito pismeno odobrenje (u skladu s člankom 1.7.).

5.5. U slučaju da NCP ne ispuni svoju obvezu prema MOEN MARIN-u (a iz razloga osim onih navedenih u članku 5.4.) a MOEN MARIN ne želi preuzeti isporuku nedovršenog/nedovršenih Plovila, tada CRONOMAR ima mogućnost preuzeti 100% vlasništva nad Plovilom/Plovilima bez naknade GRADITELJU.

5.6. U slučaju stečaja, likvidacije i sl. MOEN MARIN-a, CRONOMAR će imati mogućnost postati formalni vlasnik Plovila u izgradnji, bez ikakve naknade MOEN MARIN-u za već nastale troškove. U tom slučaju će MOEN MARIN biti dužan platiti sve nastale naknade ili nadoknaditi troškove plaćene od strane CRONOMAR-a.

U slučaju nastanka situacije definirane u članku 8.2. UGOVORA O IZGRADNJI PLOVILA, MOEN MARIN je dužan naknaditi sve troškove plaćene od strane CRONOMAR-a.



5.7. U slučaju da CRONOMAR ne ispuni na vrijeme i unutar financijskog ograničenja svoje obveze u podmirivanju svih troškova koji se odnose na materijale i opremu, MOEN MARIN će imati pravo raskinuti ovu ugovornu vezu između Ugovornih strana utvrđenih u ovom Ugovoru.

5.8. Ako jedna od Ugovornih strana ne ispuni i ne dokumentira svoje obveze, bilo kakav izravan ili neizravan posljedični trošak prema drugoj Ugovornoj strani neće biti nadoknađen.

## 6. POSEBNI DOGOVORI

6.1. Dogovor o financiranju između CRONOMAR-a i lokalne banke nije službeno dogovoren u trenutku zaključenja ovog Ugovora. Ako takav dogovor ne bude aktivan u razdoblju od 2 mjeseca od datuma ovog Ugovora, MOEN MARIN je spreman izvršiti etapno plaćanje CRONOMAR-u do ograničenja od 50% od granice financiranja nakon završetka izrade osnovnog trupa plovila i kada treba uslijediti plaćanje/ispоруka pogonskih sustava.

6.2. Osnovna hipoteka se mora izbrisati prije isporuke/izvoza, a Ugovorne strane su spremne podmiriti kredit povezan s pojedinim Plovilom/Plovilima prema financijskoj instituciji dijeljenjem dotičnog financijskog kapaciteta za stvarno Plovilo u omjeru 50-50 kako bi se ishodilo brisanje registrirane lokalne hipoteke.

/Potpisi/

6.3. Ako Ugovor o izgradnji plovila ne stupi na snagu, uključujući od MOEN MARIN-a kao KUPCA predmetnog/predmetnih Plovila potpisanu Narudžbenu, Obrazac ponude i prihvaćanja i Prihvaćanje i/ili ako ulaganja u opremu/materijal nisu plaćena/kupljena u roku od 30 dana nakon zaključenja ovog Ugovora, tada će se ovaj Ugovor o financiranju i nadzoru otkazati.

## 7. OBAVIJESTI

7.1. Svaka obavijest za CRONOMAR mora biti poslana na sljedeću adresu:

Tvrtka: CRONOMAR d.o.o.  
Adresa: Šibenik, Velimira Škorpika 6, Hrvatska  
E-mail: malvin.villabo@len.no



Telefon: + 4792066640

7.2. Svaka obavijest za MOEN MARIN mora biti poslana na sljedeću adresu:

Tvrtka: Moen Marin AS  
Adresa: Korsnesveien, 79701 Kolvereid, Norveška  
E-mail: terje.andreassen@moenmarin.no  
Telefon: + 4790031651

7.3. Obavijesti će biti poslane e-mailom - potvrđene preporučenim pismom s potvrdom o primitku. Ukoliko se pošalju kao obično pismo, smatrat će se primljenima od strane primatelja unutar vremena uobičajenog za poštanske usluge.

## 8. MJERODAVNI ZAKON I SPOROVI

8.1. Ugovorne strane su suglasne da će valjanost i tumačenje Ugovora i svakog članka i dijela u ugovornim obvezama između CRONOMAR-a s jedne strane i MOEN MARIN-a s druge strane biti u nadležnosti zakona KRALJEVINE NORVEŠKE.

8.2. Svi sporovi, rasprave ili potraživanja koja proizlaze iz ili u odnosu na ovaj Ugovor, a odnose se na ugovorne odnose između Ugovornih strana će se po mogućnosti riješiti putem međusobnih pregovora. Ako se ne postigne sporazum u roku od 30 dana nakon što su takvi pregovori pokrenuti od strane jedne od Ugovornih strana, spor će se riješiti arbitražom. Jezik arbitraže će biti norveški, a mjesto arbitraže Trondheim, Norveška.

8.3. Ovaj Ugovor mora ovjeriti javni bilježnik.

/Potpisi/

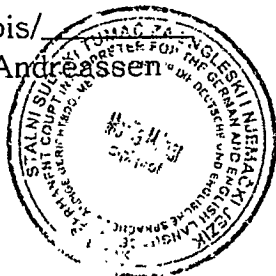
ZAKLJUČENO u Šibeniku/Trondheimu, 10. listopada 2016.

CRONOMAR d.o.o.

\_\_\_\_\_/Potpis/\_\_\_\_\_  
Malvin Villabo

Moen Marin AS

\_\_\_\_\_/Potpis/\_\_\_\_\_  
Terje Andreassen



Prilozi Ugovoru:

1. Prilog 1: Predviđeni konačni trošak i Raspodjela plaćanja za Plovilo BN176/WB167 datirani i potpisani 10. kolovoza 2016.
2. Prilog 2: Ponuda Graditelja 144/08/16 od 02.08.2016.
3. Prilog 3: Narudžbenica potpisana 7. listopada 2016. te Obrazac ponude i prihvaćanja i Prihvaćanje koji još nisu potpisani. Svi obrasci će se potpisati prije stupanja na snagu ovog Ugovora, najkasnije 30 dana nakon potpisivanja ovog Ugovora o financiranju i nadzoru.

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Kraj prijevoda s engleskog jezika

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**Broj 271/16**

Ja, MARIJA MLINAR, stalni sudski tumač za njemački i engleski jezik, imenovana rješenjem Županijskog suda u Šibeniku, broj Nr. 4SU – 199/2016 od 25. ožujka 2016., potvrđujem da gornji prijevod u potpunosti odgovara svojem izvorniku, sastavljenom na engleskom jeziku.

Šibenik, 18.10.2016.

Sudski tumač:

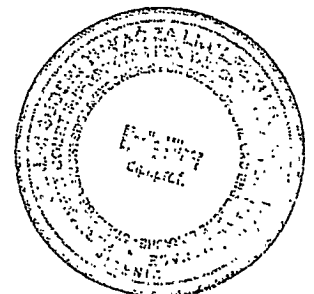
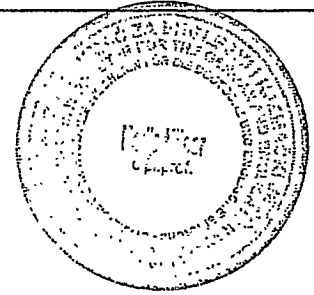


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Ovaj prijevod sastoji se od 10 stranica / 10 listova  
Br. – OV-01/17  
Datum: 04.01.2017.

Ovjereni prijevod s engleskog jezika

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Ovaj prijevod sastoji se od 10 stranica / 10 listova

Br. – OV-01/17

Datum: 04.01.2017.

Ovjereni prijevod s engleskog jezika



# Ugovor o financiranju i nadzoru izgradnje plovila

MMBN177/WB168 – MMBN182/WB173 NABCAT PM1375 – tip plovila

za prva četiri Plovila

zadnja dva Plovila su opsijska sa najkasnijim datumom poziva 1. ožujka 2017.

MMBNxxx: identifikacijska oznaka plovila Moen Marina (Kupca/Vlasnika)

WBxxx: identifikacijska oznaka plovila NCP-Grupe (Graditelja)

22. prosinca 2016.



Ugovorne strane:

MOEN MARIN AS, Org. br.: 912082679, Korsnesveien, 7970 Kolvereid, Norveška, koju zastupa Terje Andreassen (u daljnjem tekstu „MOEN MARIN“ ili „VLASNIK“),

i

CRONOMAR d.o.o. Šibenik, Velimira Škorpika 6, OIB: 95364074347 koju zastupa Malvin Villabø (u daljnjem tekstu „CRONOMAR“ ili „FINANCIJER“ ili „SUPERVIZOR“)

(MOEN MARIN i CRONOMAR u daljnjem tekstu skupno „UGOVORNE STRANE“)

## 1. UVODNE ODREDBE

1.1. Sukladno uvjetima ovog Ugovora, Ugovorne strane definiraju strukturu financiranja izgradnje i opremanja Plovila pod nazivom „MMBN 177/WB 168 do MMBN182/WB173 - NABCAT PM1375“ u NCP Grupa d.o.o., Šibenik. Također se ovim Ugovorom regulira i nadzor izgradnje predmetnog Plovila.

1.2. Ugovorne strane jednoglasno utvrđuju da su u potpunosti upoznate s odredbama Ugovora o izgradnji plovila, zaključenog između MOEN MARIN kao kupca i NCP-Grupa d.o.o. kao GRADITELJA „NABCAT 1375“ i „NABCAT 1499“ dana 12. ožujka 2015. (u daljnjem tekstu UGOVOR O IZGRADNJI PLOVILA). Spomenuti UGOVOR O IZGRADNJI PLOVILA potpisan 12. ožujka 2015. uključuje od strane VLASNIKA 15. prosinca 2016. potpisanu Narudžbenicu (VOE) od strane



GRADITELJA 20. prosinca 2016. potpisan Obrazac ponude i prihvaćanja (PAF) kao i od strane VLASNIKA 22. prosinca 2016. potpisano Prihvaćanje za Plovila „MMBN177/168 to MMBN182/WB173“ (Prilog 3 ovog Ugovora). Ovaj Ugovor o financiranju i nadzoru će postati valjan kada se svi navedeni dokumenti potpišu i kad odgovarajući ugovor o izgradnji stupi na snagu.

1.3. CRONOMAR i MOEN MARIN jednoglasno određuju svoj odnos u svezi predmetnog/predmetnih Plovila u izgradnji kao snažno povezan odnos, što znači da je MOEN MARIN dužan obavljati sve svoje poslove u svezi predmetnih Plovila u izgradnji samo zajednički s CRONOMAR-om i preko CRONOMAR-A ili uz izričito pisano odobrenje CRONOMAR-a.

1.4. MOEN MARIN jamči da raspolaže dovoljnim sredstvima za potpunu isplatu predmetnih Plovila, a na CRONOMAR-ov zahtjev je obvezan dostaviti dokaz o financijskoj solventnosti. Alternativno, MOEN MARIN će prilikom isporuke Plovila platiti CRONOMAR-u iznos jednak njihovim izravnim troškovima za zaključivanje ugovora i garantnog pisma za ugovorne vrijednosti pojedinih plovila.

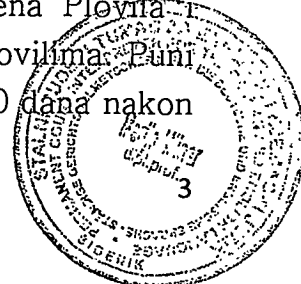
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1.5. Ako nastane situacija koja je u suprotnosti s odredbama članka 1.4., to će se smatrati materijalnom povredom ugovorne obveze.

## 2. P R E D M E T   U G O V O R A

2.1. CRONOMAR se obvezuje osigurati financiranje neto izravnih troškova materijala i opreme predmetnih Plovila. Takvo će se financiranje vršiti kroz plaćanje MOEN MARIN-ovih obveza preuzetih po člancima 1.5.-1.9. UGOVORA O IZGRADNJI PLOVILA kao *Owners supply*.

2.2. Prema odredbama članka 2.1., CRONOMAR će osigurati financiranje materijala i opreme u iznosu ograničenom do vrijednosti od 540 000 Eura za svako Plovilo MMBN177/WB168 do MMBN182/WB173. Prva rata od 110.000 Eura od dogovorenog datuma 1. siječnja 2017 za fiksno ugovorena Plovila i unutar 3 tjedna nakon potvrđenog poziva opcionalnih ugovora o Plovilima. Puni kapacitet financiranja od 540 000 Eura će biti dostupan najkasnije 30 dana nakon



prve rate za svako Plovilo ili na zahtjev uz urednu najavu od strane GRADITELJA, i kada se upišu hipoteka i pod-hipoteka na novim Plovilima u Lučkoj kapetaniji, najkasnije 4 tjedna nakon prve rate.

Značajan dio materijala/opreme će se nabaviti preko norveških dostavljača i u valuti NOK. Takva plaćanja će izvršiti Cronomar u valuti NOK kojemu će se prilikom isporuke/završne isplate za pojedino Plovilo refundirati za takvo dokumentirano financiranje isplatom od strane Moen Marin-a u NOK valuti ref. Članak 2.10. Takva plaćanja Cronomar-u u valuti NOK će se u istom iznosu odbijati iz proračuna troškova po Plovilu u EUR pri tečaju od 9,00 NOK/EUR.

Svaka Promjena narudžbe/Varijacijska narudžba između MOEN MARIN-a i GRADITELJA, koja zahtijeva dodatna ulaganja za pojedina Plovila ili produženje roka isporuke, važeća je samo uz CRONOMAR-ovo potpisano odobrenje.

2.3. Sav materijal i oprema potrebni za izgradnju predmetnih Plovila će se naručiti od dobavljača i pod-dobavljača od strane GRADITELJA i u njegovo ime s jasnim naznačivanjem pojedinog Plovila u izgradnji za koje su namijenjeni i s oznakom vlasnika Plovila u izgradnji. Ugovorne strane su suglasne da će CRONOMAR, kao financijer izravnih troškova Plovila, platiti sav materijal i opremu naručenu od dobavljača i pod-dobavljača od strane GRADITELJA u njegovo ime u svrhe izgradnje Plovila, prema nastalim neto troškovima i predočenim računima koje izdaju dobavljači ili pod-dobavljači i koji se odnose na pojedino Plovilo. Za svako plaćanje se ova odredba smatra MOEN MARIN-ovim prijenosom na CRONOMAR za ispunjavanje gore spomenute obveze.

2.4. CRONOMAR preuzima poziciju MOEN MARIN-a u UGOVORU O IZGRADNJI PLOVILA u pogledu na praćenje materijala isporučenog kao „Owners supply“, uključujući ugradnju, skladištenje i označavanje takve opreme kod GRADITELJA i njegovih podizvođača.

/Potpisi/

Proračunom obuhvaćeni troškovi izgradnje, uključujući troškove za sve nabavke materijala i opreme priloženi su u Prilogu 2.





pregovora kada je kreditni rejting GRADITELJA normalan, a povezano samofinanciranje Cronomara je manje od 20 % ukupnog paketa financiranja. Obračun kamate će biti obračun prema principu „otvorene knjige“.

/Potpisi/

3.3. Troškovi CRONOMAR-ovog nadzora iznose 15.000,00 € po Plovilu uključujući isporuku Izvedbene dokumentacije u skladu s člankom 2.9 ovog Ugovora kada se Plovila budu smatrala proizvodom standardizirane serije.

3.4. U slučaju da MOEN MARIN ne plati troškove za Plovilo u roku od 3 tjedna od datuma Zapisnika o primopredaji, tada će MOEN MARIN pokriti troškove financiranja CRONOMAR-ova ulaganja u Plovilo s učinkom od 2 tjedna nakon Zapisnika o primopredaji. Troškovi financiranja će se obračunavati 0,8% mjesečno.

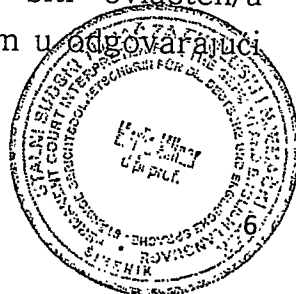
#### 4. INSTRUMENTI OSIGURANJA

4.1. MOEN MARIN ovlašćuje CRONOMAR da ga zastupa pred upravnim i sudskim tijelima u Hrvatskoj radi registriranja MOEN MARIN-a kao vlasnika Plovila u izgradnji te da ga zastupa u svim postupcima i radnjama koje mogu biti potrebne za predmetna Plovilo/Plovila, a u svezi kupnje i financiranja materijala za spomenuta Plovila.

4.2. MOEN MARIN kao registrirani vlasnik Plovila u izgradnji ovlašćuje CRONOMAR da radi osiguranja CRONOMAR-ovog kredita/financiranja upiše hipoteku i/ili pod-hipoteku u iznosu od 540.000 Eura, po Plovilu, kako je definirano u članku 1.1 ovog Ugovora, sve na teret pojedinih Plovila u izgradnji, bez dodatnih odobrenja ili suglasnosti MOEN MARIN-a. Ako je potrebno, MOEN MARIN će izdati posebno odobrenje.

Sva registrirana opterećenja će biti izbrisana nakon podmirenja MOEN MARIN-ovih financijskih obveza prema CRONOMAR-u, nakon čega će CRONOMAR izdati Potvrdu o brisanju.

Gore navedenom Potvrdom o brisanju će MOEN MARIN biti ovlašten/u mogućnosti registrirati svoje vlasništvo nad izgrađenim Plovilom u odgovarajući registar države svoga sjedišta.



4.3. Prema odredbi članka 10.1. UGOVORA O IZGRADNJI PLOVILA, Plovila u izgradnji, uključujući svu naručenu opremu/materijal, će biti osigurana od strane GRADITELJA od svih rizika do isporuke (FOB-uvjeti) od GRADITELJA. Vrijednost osiguranja pojedinog plovila će biti 25 % iznad troškova izgradnje od datuma potpisivanja Zapisnika o primopredaji. Korisnik isplate osiguranja bit će CRONOMAR do iznosa potrošenog financiranja, troškova financiranja i troškova nadzora izgradnje pojedinog Plovila i alternativno navedeni nositelji hipoteke u omjeru u kojem doprinesu ovom financiranju plovila u izgradnji. CRONOMAR-u će se staviti na raspolaganje polica osiguranja.

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4.4. MOEN MARIN će osigurati pojedina Plovila od svih rizika za vrijeme dostave i do potpunog plaćanja GRADITELJU i CRONOMARU od strane MOEN MARINA za Plovila. Korisnik isplate osiguranja bit će GRADITELJ i CRONOMAR dok ne budu podmirena MOEN MARINOV-ova dugovanja vezana za Plovila prema svakome od njih ili prema nositeljima hipoteke koje navedu te ugovorne strane.

/Potpisi/

## 5. TRAJANJE UGOVORA

5.1. Ovaj Ugovor stupa na snagu s danom potpisivanja, a ako se solemnizira, postaje ovršna isprava.

5.2. Ugovorne strane ne mogu, osim u slučaju materijalne povrede ugovora od strane druge Ugovorne strane, raskinuti ugovor.

5.3. U slučaju da MOEN MARIN ne preuzme isporuku pojedinih Plovila sukladno UGOVORU O IZGRADNJI PLOVILA, CRONOMAR ima mogućnost preuzeti poziciju MOEN MARIN-a u UGOVORU O IZGRADNJI PLOVILA.

5.4. U slučaju nastanka situacije definirane u članku 8.4. UGOVORA O IZGRADNJI PLOVILA, MOEN MARIN može provoditi i izvršavati sve radnje samo zajedno s CRONOMAR-om i putem CRONOMAR-a ili uz CRONOMAR-ovo izričito pismeno odobrenje (u skladu s člankom 1.3.).

5.5. U slučaju da NCP ne ispuni svoju obvezu prema MOEN MARIN-u (a iz razloga osim onih navedenih u članku 5.4.) a MOEN MARIN ne želi preuzeti isporuku nedovršenih Plovila, tada CRONOMAR ima mogućnost preuzeti 100% vlasništva nad stvarnim Plovilima bez naknade GRADITELJU.





zaključenja ovog Ugovora, tada će se ovaj Ugovor o financiranju i nadzoru otkazati.

## 7. OBAVIJESTI

7.1. Svaka obavijest za CRONOMAR mora biti poslana na sljedeću adresu:

Tvrtka: CRONOMAR d.o.o.  
Adresa: Šibenik, Velimira Škorpika 6, Hrvatska  
E-mail: malvin.villabo@predichem.no  
Telefon: + 4792066640

7.2. Svaka obavijest za MOEN MARIN mora biti poslana na sljedeću adresu:

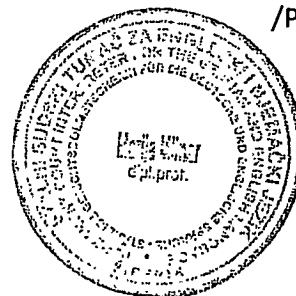
Tvrtka: Moen Marin AS  
Adresa: Korsnesveien, 79701 Kolvereid, Norveška  
E-mail: terje.andreassen@moenmarin.no  
Telefon: + 4790031651

7.3. Obavijesti će biti poslane e-mailom – potvrđene preporučenim pismom s potvrdom o primitku. Ukoliko se pošalju kao obično pismo, smatrat će se primljenima od strane primatelja unutar vremena uobičajenog za poštanske usluge.

## 8. MJERODAVNI ZAKON I SPOROVI

8.1. Ugovorne strane su suglasne da će valjanost i tumačenje Ugovora i svakog članka i dijela u ugovornim obvezama između CRONOMAR-a s jedne strane i MOEN MARIN-a s druge strane biti u nadležnosti zakona KRALJEVINE NORVEŠKE.

8.2. Svi sporovi, rasprave ili potraživanja koja proizlaze iz ili u odnosu na ovaj Ugovor, a odnose se na ugovorne odnose između Ugovornih strana će se po mogućnosti riješiti putem međusobnih pregovora. Ako se ne postigne sporazum u roku od 30 dana nakon što su takvi pregovori pokrenuti od strane jedne od Ugovornih strana, spor će se riješiti arbitražom. Jezik arbitraže će biti norveški, a mjesto arbitraže Trondheim, Norveška.



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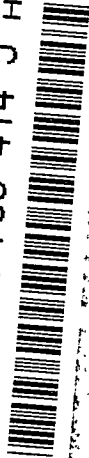


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FINANCIJSKA AGENCIJA

UL. PERIVOJ KUJE MARUNA 7

2000 SIBENIK

Poštarina plaćena HP-u d.d.  
u sortirnici  
22200 Šibenik

SIBENIK  
24.05.17-21  
22200

PLINA RC SPLI  
MAJURANIĆEVO ŠETALIŠTE 24b  
21000 SPLI  
m/r JVO Jertovica

