

DIV GROUPLtd., having its registered seat at Samobor, Bobovica 10/A, Croatia, EU VAT identification number: HR 33890755814 represented solely and independently by Tomislav Debeljak, President of the Management Board

(hereinafter **Client**)

and

HYSEA S.R.L. having its registered seat at S. Vendemiano (Treviso, Italy) – Via Palu nr. 34, EU VAT identification number: IT 00767710262, represented solely and independently by DANIELE STEL, DIRECTOR and Chief Operating Officer of Hyseas.r.l.

(hereinafter **Contractor**)

are entering into this

ANNEX No.2
to the TURNKEY CONTRACT
(hereinafter **Annex**)

1. PREAMBLE

- 1.1 The Parties acknowledge that they have entered on 10th of February 2020 into Turnkey Contract for Newbuilding 487 and Annex No.1 to the Turney Contract dated 21st of May 2020 (hereinafter **Turnkey Contract**).
- 1.2 Unless otherwise defined herein, all terms beginning with a capital letter which are defined in the Turnkey Contract shall have the same meaning herein as therein unless expressly provided herein to the contrary.
- 1.3 Hereby, Parties have a common interest to arrange performance of additional works and purchase, delivery and installation of the materials, the price for additional works and materials and the payment of price for additional works and materials, as well as to amend and supplement Exhibit 1 - Key deadlines / Phases of work execution as well as Exhibit 10 - Main schedule of Works and delivery of workshop documentation.

2. SUBJECT OF THE ANNEX

- 2.1 Parties agree to amend Exhibit 1 of the Turnkey Contract - Key deadlines / Phases of work by replacing it with new Exhibit 1 - Key deadlines / Phases of work execution which forms an integral part of Turnkey Contract.
- 2.2 Parties agree to amend Exhibit 10 of the Turnkey Contract - Main schedule of Works and delivery of workshop documentation by replacing it with new Exhibit 10 - Main schedule of Works and delivery of workshop documentation. Main schedule means the dynamics of performance of Works approved by the Client.
- 2.3 Parties agree to amend Completion Date to **15.02.2021**, except for the following works:

- AFT window carters at Restaurant and Panorama due to design mistake. Materials will be at shipyard on 17/02/2021;
- Gaskets portholes in all areas. Materials will be at shipyard on 17/02/2021.
- Nr. 2 laminated ceiling panels at gaming area Panorama + beams lining at gaming and library requested by Quark. Materials will be at shipyard on 20/02/2021.
- Cleaning, touch-ups, commissioning and any remarks elimination from 15/02/2021 to 28/02/2021
These activities will be conducted and completed by 28/02/2021 to achieve 100% completion of Works, provided that no unexpected events or activities arise from Brodosplit or from Third Parties, beyond Hysea's direct control.

2.4 Contractor's workers will be present on board and able to perform Works during the Sea Acceptance Trial which dates have been confirmed from 05/02/2021 (evening) to 08/02/2021 (morning). During the Sea Trial, the workers will have accommodation and meals to the expenses of Client. In the event that workers cannot be present and able to perform Works during Sea Acceptance Trial due to decision of the Client, the Completion date shall be prolonged for number of days Ship was on Sea Acceptance Trial. All additional expenses due to this forced work stop (labour hours) will be charged to Client.

2.5 Parties agree to arrange performance of additional works and purchase, delivery and installation of materials based on the specification NB. 487 POLAR PASSENGER CRUISE VESSEL, PUBLIC AREAS - TK3, EXTRA MATERIAL LIST REV.9 – 21/10/2020 which forms an Exhibit A to this Annex and integral part of the Turnkey Contract (hereinafter Additional works and materials).
The price for Additional works and materials is agreed in EUR 73.987,00 for which Hysea has issued invoice nr. 19 dated 30/10/2021. Payment will be done immediately by Client upon signing of this Annex.

All other provisions of the Turnkey Contract referring to Works and Price shall also apply to Additional works and materials and price for Additional works and materials if not stated otherwise under this Annex. Price for Additional works and materials shall be taken into consideration when issuing Warranty guarantee and calculating contractual penalties.

2.6 The Contractor hereby states that during the execution of the Turnkey Contract the Contractor suffered damages and extra expenditures in the amount of:

- € 249.900,00 as Extra Expenditures for prolongment of project timing by two months with respect to the original completion date as set forth in Main Contract, which the Parties mutually agree to discuss and define after Final Completion Date 28/02/2021 but not later than 10/03/2021.
- € 8.792,00 as Extra Works requested by shipyard and executed by Contractor, as well as Damages suffered. Contractor will invoice such amount on 15/02/2021.

3. FINAL PROVISIONS

3.1 Parties have read and understood this Annex and in sign of accepting the rights and obligations thereof sign the Annex.

- 3.2 Parties mutually agree that all other provisions of the Contract, except those amended by this Annex, shall remain in force unchanged and applicable unless they are contrary to the provisions of this Annex.
- 3.3 This Annex is made in two (2) identical copies in English language, one copy for each side.

For the Client:
DIV GRUPA d.o.o.
10430 SAMOBOR, Bobovica 10/A
Tel. 01 3377-000, Fax. 01 3376-155
5 OIB: 33890754614
Tomislav Debeljak,
President of the Management Board

Date: 02.02.'21.
Place: Samobor, Croatia

For the Contractor:

DANIELE STEL
DIRECTOR and Chief Operating Officer

Date: 02/02/2021
Place: S. Vendemiano, Italy