

ODVJETNIK IVAN VRDOLJAK

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

E-mail: info@odvjetnik-vrdoljak.com

U Zagrebu, 20. 6. 2019.

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

FINANCIJSKA AGENCIJA
ODSIJEK ZA PRUEM, EVIDENTIRANJE
I POHRANU OSNOVA ZA PLACANJE
ZAGREB 2

24 -06- 2019

PREDSTEČAJNE NAGODBE
PRIMANJE I OTPREMA POSTE

KLASA: _____

UR. BROJ: _____

Na broj: St-1118/2019

Pravna stvar:
VJEROVNIK:

DEREK SMITH iz Kanade, zastupan po punomoćniku Ivanu Vrdoljaku, odvjetniku iz Zagreba, Utješenovićeva 2

DUŽNIK:

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

PRIJAVA TRAZBINE

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

Vjerovnik ovime dostavlja prijavu tražbine na propisanom obrascu s priložima

ODVIETNIK
DEREK SMITH
Ivan Vrdoljak
Zagreb

Obrazac 3.

FINANCIJSKA AGENCIJA

OIB: 85821130368

Ulica grada Vukovara 70, Zagreb

Nadležni trgovački sud: Trgovački sud u Zagrebu.

Poslovni broj spisa: St-1118/19

PRIJAVA TRAŽBINE VJEROVNIKA U PREDSTEČAJNOM POSTUPKU

PODACI O VJEROVNIKU:

Ime i prezime / tvrtka ili naziv: DEREK SMITH

OIB: _____, rođen 13. 10. 1984., državljanin Kanade i SAD-a

Adresa / sjedište:

24 South Church at unit 22, Belleville Ontario, Kanada

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

PODACI O DUŽNIKU:

Ime i prezime / tvrtka ili naziv UDRUGA KHL MEDVEŠČAK ZAGREB

OIB: 03711474898

Adresa / sjedište: Ilica 82, Zagreb

PODACI O TRAŽBINI:

Pravna osnova tražbine (npr. ugovor, odluka suda ili drugog tijela, ako je u tijeku sudski postupak oznaku spisa i naznaku suda kod kojeg se postupak vodi):

Vjerovnik je bio profesionalni igrač hokeja kojeg je prednik dužnika **KLUB HOKEJA NA LEDU «MEDVEŠČAK» ZAGREB**, iz Zagreba, Schlosserove stube 2, OIB: 77929934450, 2016. angažirao za igračku sezonu 2016/2017. Među strankama tad je ugovorena osnovna naknada u iznosu od 140.000,00 USD neto uvećano za bonuse i ostala prava vjerovnika. Dužnik je temeljem ugovornog odnosa stranaka vjerovniku za sezonu 2016/2017 ostao dužan iznos od najmanje **77.485,00 USD glavnice** neto s osnova neplaćenog ostatka osnovne naknade, što je dospjelo najkasnije 5. svibnja 2017. Dužnik vjerovniku duguje i:

1. ugovoren bonus u iznosu od **10.000,00 USD** neto budući da je vjerovnik u predmetnoj sezoni igrao više od 40 utakmica.
2. ugovoren dodatni bonus od **10.000,00 USD** neto budući da je vjerovnik bio među dva najbolja obrambena igrača po tzv. +- statistici.

Dakle, dužnik za sezonu 2016./2017. duguje tužitelju najmanje iznos od 97.485,00 USD neto glavnice, koje prijavljuje zajedno sa zakonskim zateznim kamatama tekućim od 1. lipnja 2017. do 23. 5. 2019. kao danom otvaranja predstečajnog postupka, a koje iznose 16.646,97 USD.

Prijavljena tražbina preračunava se u HRK primjenom važećeg tečaja na 23. 5. 2019. od 6,6 HRK za 1 USD te iznosi: 643.401,00 HRK glavnice (97.485,00 USD * 6,6) i 109.870,00 HRK kamata (16.646,97 USD * 6,6)

Iznos dospjele tražbine: 753.271,00 HRK.

Glavnica: 643.401,00 (kn)

Kamate: 109.870,00 (kn)

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

1. Uovor igrača za sezonu 2016/2017.
2. obračun kamata od 1. 6. 2017. do 23. 5. 2019.
3. izvod iz registra za prednika dužnika.

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

Naziv ovršne isprave

PODACI O RAZLUČNOM PRAVU:

Pravna osnova razlučnog prava

Dio imovine na koji se odnosi razlučno pravo

Iznos tražbine

_____ (kn)

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

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

PODACI O IZLUČNOM PRAVU:

Pravna osnova izlučnog prava ____

Dio imovine na koji se odnosi izlučno pravo

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

Mjesto i datum

Zagreb, 19. 6. 2019.

Potpis vjerovnika

ODVIJETNIK

Ivan Vrdoljak

Zagreb

RECEIVED
JAN 19 1901
NEW YORK

Derek Smith

Derek Smith

Datum obračuna: 23.05.2019

Dužnik: UDRUGA KHL MEDVEŠČAK ZAGREB

Br.	Stavka / Opis	Datum	Iznos	Dug po kamati	Ukupni dug		
1.	GLAVNICA	01.07.2017	97.485,00	0,00	97.485,00		
	01.07.2017 - 31.12.2017	97.485,00	184	7,41%	3.641,51	3.641,51	101.126,51
	Period obračuna	Osnovica	Br. dana	K. stopa	Kta razdoblja	Kta kumulativno	Dug kumulativno
	02.07.2017 - 31.12.2017	97.485,00	183	7,41%	3.621,71	7.263,22	104.748,22
	01.01.2018 - 30.06.2018	97.485,00	181	7,09%	3.427,44	10.690,66	108.175,66
	01.07.2018 - 23.05.2019	97.485,00	327	6,82%	5.956,31	16.646,97	114.131,97

Rekapitulacija obračuna

Glavnica (1)	97.485,00 USD
Trošak ovrhe (0)	0,00 USD
Kamate	16.646,97 USD
Uplate (0)	0,00 USD
Ukupni dug na dan 23.05.2019	114.131,97 USD

PLAYER CONTRACT

between

KHL MEDVEŠČAK
Schlosserove stube 2, 10000 Zagreb

and

PLAYER
Derek Smith
Citizen of USA/Canada

Dated 13th Day of July 2016.

Contents

1	Scope of application	2
2	Player Fee	2
3	Team option	2
4	Image Rights	2
5	Obligations of the Player	2
7	Termination and Cancellation of Agreement	2
8	Confidentiality	2
9	Severability Clause	2
10	Dispute Resolution and Governing Law	2
11	Counterparts	2

This PLAYER CONTRACT (the 'Agreement') is entered as of this 13th day of July 2016 by and between:

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

and

(the 'player') Derek Smith

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

1 Scope of application

1.1 This Agreement is effective throughout the duration of the Kontinental Hockey League ('KHL') 2016/2017 season which begins on July 25th 2016 and ends on April 30 2017, or the Croatian Ice Hockey Championship, whichever comes first (the 'Contract Period').

2 Player Fee

2.1 For services rendered by the Player to the Club, which are the subject matter of this Agreement, alongside with the internal rules of the Club, the Parties agree that the net base compensation is set at 140.000 USD\$ net, which cannot be changed without an added supplement to this Agreement. Club agrees to pay all necessary taxes and will submit a proper tax for at end of each fiscal year.

2.2 The KHL Net Base Compensation will be paid out in 9 (nine) installments for the 16-17 season as follows:

amount of 5

a) 1 st instalment	until September 5th	in the amount of 15,555 USD\$
b) 2 nd instalment	until October 5th	in the amount of 15,555 USD\$
c) 3 rd instalment	until November 5th	in the amount of 15,555 USD\$
d) 4 th instalment	until December 5th	in the amount of 15,555 USD\$
e) 5 th Instalment	until January 5th	in the amount of 15,555 USD\$
f) 6 th instalment	until February 5th	in the amount of 15,555 USD\$
g) 7 th instalment	until March 5th	in the amount of 15,555 USD\$
h) 8 th instalment	until April 5th	in the amount of 15,555 USD\$
i) 9 th instalment	until May 5th	in the amount of 15,555 USD\$

2.3 In addition to compensations stipulated in paragraph 2.1 and 2.2 of this Article, the Parties agree on the Player's bonuses for the KHL.
Bonuses within the KHL for the season are as follows:

- a) 10.000 USD\$ Net , if player plays more than 40 KHL League games
- b) 10.000 USD\$ Net , Top 2 Dman on team in +/-
- c) 10.000 USD\$ Net , if team qualifies for playoffs
- d) 10.000 USD\$ Net , Top 2 dman on team in scoring
- e) 10.000 USD\$ Net ,Top 2 dman on team Ave TOI

Player must play in at least 50% of KHL games for playoff bonus to apply.

- 2.4 The Player's fitness will be evaluated by the team doctor, head coach, head and strength/conditioning coach and the General Manager via standard team pre-season evaluation/ and a Vo2 (Min. of 52) testing. Sep. 6th 2016. If The Player is not deemed to be fit to play or is physically not prepared for training camp, or has any injury restraint (obstacle) his salary for the respective season will be reduced to the previously received 15,555 USD\$ net and he will become a free agent without any further compensation due by the Club. Player has right to a 2nd opinion before being released from contract. Player will also need to pass all KHL standard medical tests.
- 2.5 The Club will provide a apartment in Zagreb In excellent living condition at its including everything necessary for the Player to live comfortably with a budget up to 650 USD. The apartment is to be completely furnished including kitchen equipment, satellite or cable TV, sheets, blanket, Internet, and washer in the apartment. The Player will be responsible for all utility costs (heat, hot water, electricity, etc.), and for phone and internet bills. Player will pay an insurance deposit of up to 1000 USD\$ for the apartment at the end of the season if the apartment is not left in the same condition in which it was admitted to use, and exacerbated only by regular use, along with all the keys. The specifications of the handover of the apartment will be agreed on by the Parties in a separate agreement.
- 2.6 The Club will provide a automobile in excellent mechanical working condition including insurance, maintenance and licensing as necessary. All associated expenses except gas, shall be the responsibility of the Club. The Player will be responsible for all associated bills regarding parking tickets, offenses, etc. Player will pay up to 1.000 USD\$ if car comes back after season with damages. The specifications of the handover of the car will be agreed on by the Parties in a separate agreement.
- 2.7 The Player and family will be insured for medical, health and dental insurance for the entire Contract Period at the Club's expense as long as player and girlfriend provide correct paperwork..
- 2.8 Agent Fees will be paid from player to agent. Club is not responsible for any agent fees.
- 2.9 The club will pay 2 round trip flight NA-Zagreb-NA.

4 Image Rights

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

5 Obligations of the Player

- 5.1 The General Manager of the Club, Head Coach and the Player will agree on a catalogue of professional conduct that will specify eventual penalties and education in base compensation for non-professional behavior detrimental to the success of the team.
- 5.2 If the Player is injured during the Contract Period in a hockey related accident or cannot play due to illness, the Club will respect all points of this Agreement and guarantee full payment of the salary for the whole Contract Period.
- 5.3 The Player has to provide the Club with all necessary paperwork required for his work permit which includes;
1. Original Long Form Birth Certificate
 2. Original Criminal Report
 3. Copy of passport and two passport size pictures.

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

The Player has to provide the Club with the necessary paperwork by July 25, 2016 and send the Club a fax or scan copy as proof, upon arrival to Zagreb submit to the Club secretary all above original documents. If the Player does not submit the above mentioned original paperwork by latest August 5, 2016 the Club has the right to terminate the Contract without any financial obligations to the Player.

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

4. Player will sign an Official KHL standard contract.

6 Equipment

- 6.1 The Club will provide all equipment necessary limited to 24 sticks and 2 pair of skates. Brand will be subject to sponsor agreement. We are a CCM team but player can choose skates of his choice.

7 Termination and Cancellation of Agreement

- 7.1 In the event that the Player causes irreparable damage to the reputation of the Club with irresponsible improper misconduct, or violates any of the provisions of this Agreement, the Club may unilaterally terminate this Agreement without any further financial

obligations to the Player other than the payment of any earned and unpaid compensation, bonuses and/or other benefits.

- 7.2 In the event that the Player is intoxicated over a maximum of 0.50g/kg, or consumes any illegal substance that is prohibited by the Austrian Anti Doping Agency (NADA Austria), the Croatian Anti Doping Agency (HADA), and other relevant Croatian law, causing damage to the Club or the Player himself, the Agreement will automatically be terminated without any further financial obligations to the Player other than the payment of any earned and unpaid compensation, bonuses and/or other benefits.
- 7.4 The Player may not participate in other sports that may impair or destroy his abilities and skills as a hockey player such as: soccer, skiing, snowboarding, parachuting, jockeying and other such similar activities throughout the duration of this Agreement without prior approval from the Club. The Player agrees not to take part in other potentially dangerous activities without written consent from the Club. In the event of violation of these terms, the Club may terminate the Agreement with immediate effect without any further financial obligations to the Player other than the payment of any earned and unpaid compensation and/or other benefits.
- 7.5 The Player is not permitted to engage in any betting and/or manipulation in connection EBEL, KHL, and Croatian Ice Hockey Championship games, or any other games in which the Club takes part. Otherwise, the Agreement will automatically be terminated without any further financial obligations to the Player other than the payment of any earned and unpaid compensation and/or other benefits.
- 7.6 The team doctor may conduct regular blood and urine tests throughout the season, it is obligatory for the Player to answer to these tests according to the team doctor's instructions. In case the Player does not answer to the blood and urine tests, the Club has the right to unilaterally terminate this Agreement without any further financial obligations to the Player other than the payment of any earned and unpaid compensation and/or other benefits.
- 7.7 The Player can cancel the Agreement at any time and become a free agent in the event that the Club is more than 30 days late with any of its payments for the 2016-2017 season. If the Club has not fulfilled its financial obligations under this Agreement that are due by December 31st 2016 before January 21st 2017, the Player automatically has the right to become a free agent, and the Club will still owe all of its monthly payment obligations based on the Net Base Compensations indicated in this Agreement.

8 Confidentiality

- 8.1 The provisions of this Agreement, as well as any public or private notice that the Club and the Player have entered into this Agreement shall not be published in the media and this information will remain entirely confidential between the Club and those who are contractually obligated by this Agreement until June 15th 2016, with the exception that the Player can share details of this Agreement with his lawyers, agents and representatives.
- 8.2 The Club reserves the right to terminate this Agreement in the event that the Player violates the confidentiality clause of this Agreement without any further financial obligations to the Player other than payment of any earned and unpaid compensation and/or other benefits.

9 Severability Clause

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

10 Dispute Resolution and Governing Law

- 10.1 In the event of a dispute, the Parties agree to try and resolve the Issue amicably, and if they do not succeed in this, the KHL disciplinary committee has 2nd right and the competent court in Zagreb shall have 3rd right of jurisdiction to settle any dispute arising out of or in connection with this Agreement.
- 10.2 This Agreement shall be governed by Croatian law..
- 10.3 The provisions of this Agreement may be amended only with consent of all Parties. Changes must be made in writing.

11 Counterparts

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

For the Club:

Damir Gojanovic
President, KHL Medveščak

Player:

Derek Smith



Ispis iz Registra udruga na dan 21.06.2019

Registarski broj : 21001170	OIB : 77929934450
Naziv: KLUB HOKEJA NA LEDU "MEDVEŠČAK" ZAGREB	Skraćeni naziv : KHL "MEDVEŠČAK"
Sjedište: Schlosserove stube 2, Zagreb	Datum upisa : 12.12.1996
Statut usklađen sa Zakonom o udrugama (NN 74/2014): DA	
Datum osnivačke skupštine: 19.12.1991	Status: BRISANA

Skupštine udruge

Datum održavanja	Tip skupštine
17.06.2015	Izborna skupština
25.10.2018	Redovna skupština
21.12.2018	Izvanredna skupština

Osobe ovlaštene za zastupanje

Ime	Prezime	OIB	Funkcija	Početak mandata	Kraj mandata
DAMIR	GOJANOVIĆ	86166484452	PREDSJEDNIK	17.06.2015	17.06.2019
MARKOANTO NIO STJEPAN	BELINIĆ	08241177636	DOPREDSJEDNIK	17.06.2015	17.06.2019

Oblik udruživanja

UDRUGA

Ciljane skupine

008 DJECA - OPĆA POPULACIJA

019 GRAĐANI – OPĆA POPULACIJA

033 MLADI - OPĆA POPULACIJA

Cilj

Opis:

Klub je osnovan u cilju promicanja, razvitka i unapređivanja hokeja na ledu u Gradu Zagrebu.

Djelatnosti kojima se ostvaruju ciljevi

Opis: Planiranje rada i razvitka sporta hokeja na ledu; organiziranje i provođenje redovitih sustavnih treninga članova radi priprema za natjecanje; sudjelovanje u sportskim natjecanjima; organiziranje prvenstvenih i prijateljskih natjecanja i turnira, te sudjelovanje na istim; poduka i trening djece i mladeži; pripremanje svojih članova za sudjelovanje u sastavu gradske, županijske odnosno državne reprezentacije; upravljanje sportskim objektima kojih je Klub vlasnik ili korisnik; poduzimanje mjera i stvaranje uvjeta za unapređivanje stručnog rada; suradnja s tiskom, radio i televizijom, radi obavještanja javnosti, članova Kluba i ljubitelja hokeja o radu Kluba; skrb o zdravlju i zdravstvenoj zaštiti članova Kluba.; svojom ukupnom aktivnošću poticati uključivanje djece i mladeži u sport sa svrhom razumijevanja i usvajanja etičkih vrijednosti kroz bavljenje sportom; Klub promiče geslo «odgoj sportom».	
Djelatnost	Razrada djelatnosti
12.1. Sudjelovanje u sportskom natjecanju	-
12.2. Sportska priprema	-
12.3. Sportska poduka	-
12.5. Organiziranje i provođenje sportskih natjecanja i sportskih priredbi	12.5.3. Ostale djelatnosti organiziranja i provođenja sportskih natjecanja i sportskih priredbi Opis: .
12.6. Upravljanje sportskim objektima	-
18.32. HOKEJ NA LEDU	18.32.1. hokej
18.32. HOKEJ NA LEDU	18.32.2. inLine hockey

Područja djelovanja

Opis: Sport.
Područje djelovanja(klasifikacija):
12. SPORT
18. NOMENKLATURA SPORTOVA

Gospodarske djelatnosti

Opis: Prodaja ulaznica za sportske priredbe; prodaja svojih reklamnih predmeta i suvenira sukladno Zakonu o trgovini; izdavačka i promidžbena djelatnost.

Likvidator

VAN SPAJIĆ, OIB: 22587446915

Statut

Naziv	Vrsta temeljnog akta	Tip	Datum donošenja
STATUT	STATUT	Izvorni dokument	17.06.2015

Naziv na stranim jezicima

-

Skraćeni naziv na stranim jezicima

-

Teritoriji djelovanja

Vrsta područja	Naziv područja	Opis
Grad	Grad Zagreb (Grad Zagreb)	

Kontakt podaci

Mail:	info@medvescak.com
Web stranica:	-
Telefon:	-
Mobitel:	-
Fax:	-

Napomene

Danom 13.02.2019 udruga je u prestanku djelovanja. Razlog prestanka djelovanja: Pripajanje drugoj udruzi, spajanje s drugom udrugom, podjela udruge razdvajanjem
Danom 13.02.2019 udruga reg. broja 21001170, OIB 77929934450 je brisana zbog statusne promjene pripajanja udruzi registarskog broja 21009360, OIB 03711474898, UDRUGA KHL MEDVEŠČAK ZAGREB.

Razlog prestanka djelovanja:	Statusne promjene
Postupak prestanka djelovanja udruge:	-
Datum izvršnosti:	13.02.2019

Likvidator kod prestanka djelovanja:

-

Napomene prestanka djelovanja:

Danom 13.02.2019 udruga je u prestanku djelovanja. Razlog prestanka djelovanja: Pripajanje drugoj udruzi, spajanje s drugom udrugom, podjela udruge razdvajanjem	
Odgovorne osobe:	-
Datum izvršnosti prestanka postojanja:	13.02.2019

Napomene prestanka postojanja:

Danom 13.02.2019 udruga reg. broja 21001170, OIB 77929934450 je brisana zbog statusne promjene pripajanja udruzi registarskog broja 21009360, OIB 03711474898, UDRUGA KHL MEDVEŠČAK ZAGREB.

D 5

ODVJETNIK
Ivan Vrdoljak
Zagreb

P.P.453

FINANCIJSKI
ODJEL ZA PRIM, KONTROLIRANJE
I ZAPOSLOVANJE ZAPOSLENIMA
ZAGREB 3

24-06-2013

POSREDOVANJE U PROMETU NEKRETNIM
PROMETNE TROŠKOVNA POKRIVENJE
KLASA
UR. BROJ

Masa: 75g
13 03C8 7 21.06.19 17:25:17 13.00

R 10101 ZAGREB
RC 72 684 240 0 HR



1x, prilog: prijava tražbine na propisanom obra
Vjerovnik ovime dostavlja prijavu tražbine na p

Hrvatska pošta d.o.o. ZAGREB	
Kod pošte: 10000 Zagreb	
Bilješka: 24-06-2013	
Bilješka	postupak