



Šooš Maceljki, Mandić,
Stanić & Partneri d.o.o.
ODVJETNIČKO DRUŠTVO

TRG ŽRTAVA FAŠIZMA 6/III,
10 000 ZAGREB / CROATIA
T+ 385.1.37.07.030
F+ 385.1.37.72.448
WWW.MSPARTNERS.HR

Za:

FINANCIJSKA AGENCIJA

OIB: 85821130368

Mažuranićevo šetalište 24b

21 000 Split

FINANCIJSKA AGENCIJA
RC SPLIT

26 -11- 2024

PREDSTEČAJNE NAGODBE
PRIMANJE I OTPREMA POŠTE
KLASA 160-01/2570/1C
UR. BROJ 118-08-5012-25-C

Poslovni broj: St-512/2024
(Trgovački sud u Splitu)

PREDMET: Prijava tražbine u predstečajnom postupku nad dužnikom AZURNA UVALA d.o.o., Branimirova obala 10, Split, OIB: 70111775844, Trgovački sud u Splitu, broj spisa St-512/2024

Poštovani,

ovim putem trgovačko društvo VIRTUS INVESTMENTS B.V., Van Hueven Goedhartlaan 935A, 1181LD Amstelveen, Nizozemska, zastupano po odvjetniku Potjehu Kurtoviću, iz Odvjetničkog društva Šooš Maceljki, Mandić, Stanić & Partneri d.o.o., Zagreb, Trg žrtava fašizma 6, sukladno uputi iz Rješenja Trgovačkog suda u Splitu od dana 24. listopada 2024. godine, poslovni broj St-512/2024, kao vjerovnik podnosi prijavu tražbine u predstečajnom postupku nad dužnikom AZURNA UVALA d.o.o., OIB: 70111775844, Split, Branimirova obala 10.

Naime, vjerovnik ima tražbinu prema dužniku u iznosu od 1.100.069,00 EUR, koja se temelji na Ugovoru o financiranju dužnika od dana 19. listopada 2005. godine, a koja tražbina dospijeva nakon otvaranja predstečajnog postupka, sukladno uvjetima koje su stranke dogovorile u Sporazum o raskidu ugovora o prodaji udjela te međuudjeličarskog ugovora (u izvorniku nazvan kao „Termination of Sale of Shares and Shareholders Agreement“) od dana 3. ožujka 2008. godine.

U tu svrhu, vjerovnik ovim putem dostavlja Naslovu sljedeću dokumentaciju potrebnu za izvršenje prijave tražbine u predstečajnom postupku koji se pred Trgovačkim sudom u Splitu vodi pod poslovnim brojem St-512/2024, i to:

- a) odvjetničku punomoć od dana 20. studenog 2024. godine
- b) službeni obrazac prijave tražbine u predstečajnom postupku sa svim prilogima

Datum: 21. studenog 2024. godine

VIRTUS INVESTMENTS B.V.
zastupano po punomoćniku
Potjehu Kurtoviću, odvjetniku

**Potjeh
Kurtović** Digitalno
potpisao: Potjeh
Kurtović
Datum: 2024.11.21
12:41:35 +01'00'

M&S
ODVJETNIČKO DRUŠTVO
ŠOŠ MACELJER, MANDIĆ,
STANIĆ & PARTNERI D.O.O.
TRG ŽRTAVA FAŠIZMA 6/III, ZAGREB
POTJEH KURTOVIĆ
ODVJETNIK / ATTORNEY AT LAW

Obrazac 3.

FINANCIJSKA AGENCIJA

OIB: 85821130368

Mažuranićevo šetalište 24b

21 000 Split

(adresa nadležne jedinice)

Nadležni trgovački sud **TRGOVAČKI SUD U SPLITU**

Poslovni broj spisa **St-512/2024**

PRIJAVA TRAZBINE VJEROVNIKA U PREDSTEČAJNOM POSTUPKU

PODACI O VJEROVNIKU:

Ime i prezime / tvrtka ili naziv

VIRTUS INVESTMENTS B.V.,

OIB _____

Adresa / sjedište

Van Hueven Goedhartlaan 935A,

1181LD Amstelveen,

Nizozemska

PODACI O DUŽNIKU:

Ime i prezime / tvrtka ili naziv

AZURNA UVALA d.o.o.

OIB: 70111775844

Adresa / sjedište

Branimirova obala 10

21 000 Split

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)

Ugovor o o financiranju od dana 19. listopada 2005. godine

Iznos dospjele tražbine _____ (kn)

Glavnica _____ (kn)

Kamate _____ (kn)

Iznos tražbine koja dospijeva nakon otvaranja predstečajnog postupka

1.100.069,00 EUR

Glavnica **883.664,00 EUR**

Kamate **216.405,00 EUR**

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

1. Ugovor o financiranju od dana 19. listopada 2005. godine (u izvorniku na talijanskom jeziku te u ovjerenom prijevodu na hrvatski jezik)
2. Sporazum o raskidu ugovora o prodaji udjela te međudjelničarskog ugovora (u izvorniku nazvan kao „Termination of Sale of Shares and Shareholders Agreement”) od dana 3. ožujka 2008. godine
3. Revizorsko izvješće društva KPMG Croatia d.o.o. od dana 8. rujna 2023. godine vezano za reviziju poslovanja društva AZURNA UVALA d.o.o. te od dana 10. srpnja 2024. godine
4. Povijesni izvadak iz sudskog registra za društvo AZURNA UVALA d.o.o. iz kojeg je vidljivo da je vjerovnik prethodno bio član društva AZURNA UVALA d.o.o.

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

Naziv ovršne isprave

PODACI O RAZLUČNOM PRAVU:

Pravna osnova razlučnog prava

Dio imovine na koji se odnosi razlučno pravo

Iznos tražbine _____ (kn)

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

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

PODACI O IZLUČNOM PRAVU:

Pravna osnova izlučnog prava

Dio imovine na koji se odnosi izlučno pravo

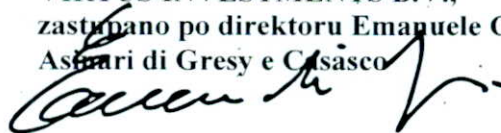
Izlučni vjerovnik pristaje da se izdvoji predmet na koji se odnosi njegovo izlučno pravo radi provedbe plana restrukturiranja PRISTAJEM / NE PRISTAJEM

Mjesto i datum

Zagreb, 20. studenog 2024. godine

Potpis vjerovnika

VIRTUS INVESTMENTS B.V.,
zastupano po direktoru Emanuele Cisa
Asstari di Gresy e Casasco



V&S
ODVIETNIČKO DRUŠTVO
SODIŠ MACELJESI MANDIĆ
STANIĆ & PARTNERI D.O.O.
TRG ŽRTAVA FAŠIZMA 6/III, ZAGREB
POTJEH KURTOVIĆ
ODVIJETNIK / ATTORNEY AT LAW

ODVJETNIČKO DRUŠTVO
ŠOŠ MACELJSKI, MANDIĆ,
STANIĆ & PARTNERI D.O.O.
Trg žrtava fašizma 6/III, Zagreb
POTPREDSJEDNIK / ATTORNEY AT LAW
POLETTI KURTUŠIĆ

ODVJETNIČKO DRUŠTVO
ŠOŠ MACELJSKI, MANDIĆ,
STANIĆ & PARTNERI D.O.O.
M&S

PUNOMOĆ /POWER OF ATTORNEY

Ovlašćujemo da nas pravno zastupa / We hereby appoint for legal representation:
Odvjetničko društvo Šoš Maceljski, Mandić, Stanić & Partneri d.o.o.
Trg žrtava fašizma 6, 10000 Zagreb, OIB: 53218416401

Pred/Before: TRGOVAČKI SUD U SPLITU, Split, Suškošanska 6

Poslovni broj/Reference number: St-512/2024

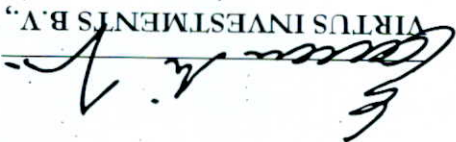
Opunomoćitelj/Principal: VIRTUS INVESTMENTS B.V., Van Hueven Goedhartlaan 935A,
1181LD Amstelveen, Netherlands, zastupano po Emanuele Di Gresy, direktor

Protiv/Against: AZURNA UVALA d.o.o., Split, Branimirova obala 10, OIB: 70111775844

Radi/For: prijave tražbine u predstečajnom postupku, zastupanja u postupku, te poduzimanja
svih s time povezanih radnji / submission of the claim in the pre-bankruptcy proceeding,
representation in the same proceeding, and conducting all the actions related to it

Ovlašćujemo da nas u svim našim pravnim poslovima u sudu i izvan suda u vezi s gornjim predmetom,
kao i kod svih drugih državnih organa zastupaju odvjetnici Andrej Šoš Maceljski, Nikola Mandić, Ivan
Stanić, Nikola Berović, Monica Golub, Nikola Bala, Pojeh Kurtović, Kristina Banić, Bojana Stetić,
Zrinka Šojat i Vinko Milican te odvjetnički vježbenici: Nikola Džigumović i Ena Sladović te da radi
zaštite i ostvarenja naših prava i na zakonu osnovanih interesa poduzimaju sve pravne radnje i upotrijebe
sva zakonom predviđena sredstva.

Datum/Date: 19.11.2024.


zastupano po/represented by
Emanuele Di Gresy, direktor
VIRTUS INVESTMENTS B.V.

UGOVOR O FINANCIRANJU

Godine 2005. dana 19. mjeseca listopada u Milanu između :

A/ poduzeća **Elemata B.V.** sa sjedištem u Keizersgracht 241 NL- 1016 EA Amsterdam / Nizozemska/ zastupan po direktoru Van Doorn Management / Nizozemska/ B.V. a ovi po direktorima Edwardom Paapom i Ernstom Jaapom Rozenboomom ovlaštenim za potpis ovog ugovora / u daljnjem tekstu zajmodavatelj / ,

B/ poduzeća **Azurna uvala d.o.o.** sa sjedištem u Sv Nikole 111- 21432 Stomorska, otok Šolta, MBS 060204922 sa društvenim kapitalom od 20.000,00 kn zastupana po gđin Emanuele di Gresy / u daljnjem tekstu zajmoprimatelj /

prethodno utvrdivši da :

a/ su stranke usaglasile financijski plan u svrhu realizacije transakcije nekretninama u Hrvatskoj,

b/ zajmodavatelj izražava svoju spremnost da financira navedeni plan u maksimalnom iznosu od 2.500.000,00 / dva milijuna pet sto tisuća / Eura koji će se ustupiti na temelju zahtjeva zajmoprimatelja ,

dogovara se i sklapa kako slijedi :

1/ Zajmodavatelj ustupa zajmoprimatelju koji prihvaća, maksimalni iznos od 2.500.000,00 Eura / dva milijuna pet sto tisuća / koje će doznačiti u djelovima a na zahtjev zajmoprimatelja

2/ Zajmoprimatelj , sa svoje strane , se obvezuje vratiti primljeni iznos do 31. prosinca 2013. te doznačivati godšnju kamatu izračunatu prema važećem Euriboru pro-tempore.

3/ Otplata kapitala i plaćanje kamata moraju se izvršiti u sjedištu zajmodavatelja na njegove ruke.

4/ Za ono što nije izričito predviđeno u ovom ugovoru vrijede relevantne odredbe građanskog zakonika.

5/ Troškovi ovog dokumenta idu na teret zajmoprimatelja.

6/ Za sve nesporazume ili sve odredbe stranke dogovaraju nadležnost suda u Splitu.

Pročitano , potvrđeno i potpisano u Milanu , 19. listopada 2005.

potpis
Elemata BV
Amsterdam

potpis
Azurna uvala
Milano

Ja Maja Medić, stalni sudski tumač za
engleski i talijanski jezik postavljena rješenjem
predsjednika Okružnog suda u Splitu, broj
Su-4-302/90 od 21. 12 1990. potvrđujem da gornji
prijevod odgovara izvorniku sastavljenom na
talijanskom jeziku. Split, 26.10.2005.no.227/05



CONTRATTO DI FINANZIAMENTO

L'anno 2005, il giorno 19 del mese di ottobre, in Milano, tra :

- a) Società **Elemata BV** Società di diritto olandese con sede in Keizersgracht 241 NL-1016 EA Amsterdam (Olanda), in persona dell' Amministratore Unico Van Doorn Management (The Netherlands) B.V. e per essa dei suoi amministratori Edward Paap e Ernst Jaap Rozenboom muniti degli occorrenti poteri per la sottoscrizione del presente contratto, (qui di seguito il *Mutante*),
- b) Società **Azurna Uvala d.o.o.** sede legale in SV Nikole 111 – 21432 Stomorska, Otoc Solta, MBS n° 060204922, Capitale sociale KN 20'000,00 nella persona del Legale Rappresentante Sig. Emanuele di Gresy, (qui di seguito il *Mutuatario*),

premessi che

- a) Le parti hanno concordato un piano di finanziamento per l'acquisto di un terreno in Croazia.
- b) Il Mutuante si è dichiarato disponibile a finanziare il suddetto piano nella misura massima di € 2'500'000,00 da erogarsi a semplice richiesta del Mutuatario,

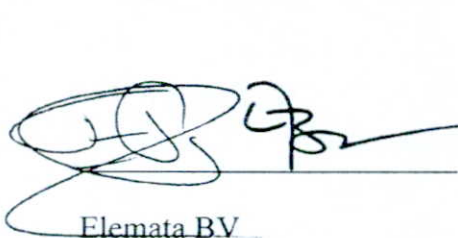
si conviene e stipula quanto segue

- 1) Il Mutuante concede in mutuo al mutuario, che accetta, la somma massima di € 2'500'000,00 (Euro duemilionicinquecentomila) e ne verserà in parte al Mutuatario l'ammontare contestualmente alla richiesta da parte di quest'ultimo ;
- 2) Il Mutuatario, da parte sua, s'impegna a restituire la somma ricevuta entro la data del 31 dicembre 2013 e a corrispondere contestualmente l'interesse calcolato al tasso annuo pari all'Euribor vigente pro-tempore.



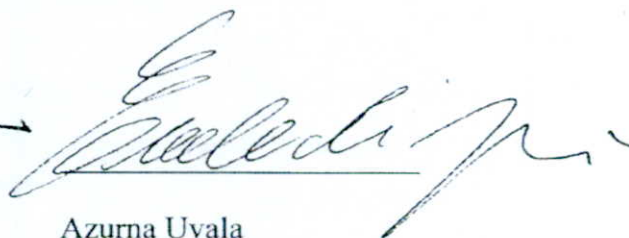
- 3) La restituzione del capitale e il pagamento degli interessi dovranno avvenire nel domicilio del *Mutuante* a mani dello stesso.
- 4) Per quanto non espressamente previsto nel presente contratto si rinvia alle disposizioni dettate dal codice civile in materia.
- 5) Le spese del presente atto sono poste a carico del Mutuatario.
- 6) Per tutte le controversie ovvero tutti i provvedimenti, le parti convengono quale foro competente il Foro di Spalato.

Letto, confermato e sottoscritto, il 19 ottobre 2005



Elemata BV

(Luogo: Amsterdam)



Azurna Uvala

(Luogo: Milano)

AZURNA UVALA d.o.o.
Sjemevska, Sv. Nikole 111
Otok Solta
MBS: 060204922 ①

**TERMINATION OF SALE OF SHARES AND SHAREHOLDERS
AGREEMENT**

WHEREAS DolphinCI Twelve Limited of 104 Kranidiotis Street, Nice Day house, 6th Floor, Nicosia 1065, Cyprus (hereinafter referred to as "**Dolphin**") of the first Part, Virtus Investments B.V. of the Netherlands, 236 Keizersgracht, 1016EA Amsterdam (hereinafter referred to as "**Virtus**") of the second Part, Elemata B.V. of the Netherlands, 236 Keizersgracht, 1016EA Amsterdam (hereinafter referred to as "**Elemata**") of the third Part, and Single Purpose Vehicle Four Ltd of the 10 G. Kranidiotis str., Nice Day House, 6th Floor, Office 602, 1065 Nicosia, Cyprus, (hereinafter referred to as "**Company**") of the fourth Part, have signed on the 1st day of February 2007 a Sale of Shares and Shareholders Agreement (hereinafter referred to as the "**Shareholders Agreement**"), copy of which is attached here to as Appendix 1, and

WHEREAS Virtus has today agreed to sell their shares in the Company to Dolphin

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties here to today the 29th of February 2009 as follows.

1. The Shareholders Agreement is hereby terminated with effect from today, subject to the following:
 - a. Appendixes D, E, F, G and H of the Shareholders Agreement survive this Termination and remain in force for a period of 2 years from the signing of this Termination.
 - b. Dolphin undertakes toward Virtus and Elemata jointly the following:
 - I. Payment of €6,520,612 in full settlement of all future payments for Project First Phase according to the Shareholders Agreement;
 - II. Payment of €170, 189 in full settlement of Shareholders loan A relating to Project First Phase



- III. the remaining loan will be paid when due upon completion of Project Second Phase
 - IV. Upon completion of Phase II, they would be entitled to €6,422,305 if 33% of sales are below €3,500 per m² or 7, 485,601 if 33% of sales are equal to or greater than €3.500 per m²
- c. Virtus and Elemata jointly and severally undertake towards Dolphin the following:
- I That neither Virtus or Elemata nor any of their Affiliates or Subsidiaries shall be engaged directly or indirectly in any other developments or land purchases in the Island of Solta for a period of 3 years from signing this Termination agreement.
 - II That it shall not disclose to any third party any information regarding the Project for a period of 3 years from signing this Termination agreement.
 - III. That upon receipt of the amounts stated in clause 1 b) I & II above, it has no claim whatsoever against Dolphin, the Company or any other company controlled by Dolphin Capital Investors Ltd and/or Dolphin Capital Partners Ltd and/ or Azurna Uvala d.o.o. Always provided that if Project Phase Two is completed, they will jointly be entitled to the sums described in clause 1 b) III & IV above. In the event that Project Phase Two is not completed, then no other money are due to Virtus or Elemata.
- d. All payments towards Virtus and Elemata will be made pro rata, as per the Shareholders Agreement
2. Terms defined in the Shareholders Agreement shall have the same meaning in this Termination Agreement



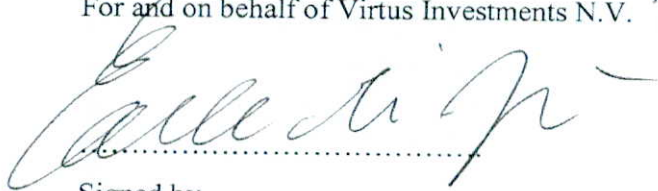
3. This Agreement shall be governed by and shall be construed in accordance with Cyprus Law and any disputes or differences arising in connection therewith shall be submitted to arbitration which shall be conducted in accordance with the ICC Arbitration Rules with the place of arbitration Nicosia, Cyprus and the language of arbitration English,

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Signed by

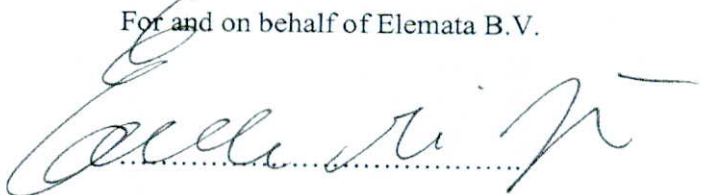
03/03/08 Geneva

For and on behalf of Virtus Investments N.V.



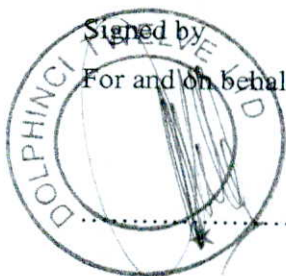
Signed by

For and on behalf of Elemata B.V.



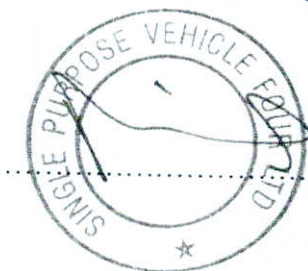
Signed by

For and on behalf of DolphinCI Twelve Limited



Signed by

For and on behalf of Single Purpose Vehicle Four Limited



Guarantee

I the undersigned Emanuele Di Gresy do hereby guarantee the due performance by
Virtus of all its obligations under the above agreement. .

A handwritten signature in cursive script, appearing to read 'Emanuele Di Gresy', written over a horizontal dotted line.

Emanuele Di Gresy
Guarantor



KPMG Croatia d.o.o.
Eurotower
Ivana Lučića 2a/17
10000 Zagreb
Hrvatska

Telephone
Telefax
Internet
E-mail

+385 (0)1 5390 000
+385 (0)1 5390 111
www.kpmg.hr
info@kpmg.hr

To: Virtus Investments B.V.

Fax:

Email: gg@virtusfinance.com

Attn: Gianluca Grosso

Dear Sir/Madam,

For the purposes of our audit of the financial statements of AZURNA UVALA d.o.o. ("the Company"), our mutual client as at 31.12.2022., we kindly request confirmation of the following information, **in the response form** as specified below:

BALANCES as at 31.12.2022.

- the **amount payable** by you to the Company as at 31.12.2022., without taking into consideration any payments made by you subsequent to that date;
- the **amount receivable** by you from the Company as at 31.12.2022., without taking into consideration any payments made by us subsequent to that date;
- other relevant information related to balances, such as:
 - Company's investment, if any, in your company / your investment, if any, in Company as at 31.12.2022.
 - Liabilities for loans and borrowings of the Company to you as at 31.12.2022. / your liabilities for loans and borrowings to the Company as at 31.12.2022., consisting of principal and interest

TRANSACTIONS in period 1.1.2022. - 31.12.2022.

- the total amount of **purchases** made by you from the Company
- the total amount of **sales** made by you to the Company
- other relevant information related to transactions, such as:
 - The average margin (percentage), if any, applied to your sales to the Company / Company's sales to you
 - Interest rate (percentage) applied to loans granted/received

We kindly ask you to send your answer, via email, in the form of a letter attached to it, by using "Reply to all" to the confirmation request email you received, no later than 3.5.2023.

We thank you in advance for your cooperation.

Yours faithfully,
Pućar, Filip
fpucar@kpmg.com

Approved on the behalf of the Company,
Milenko Bijedić
Član uprave



KPMG Croatia d.o.o.
Eurotower
Ivana Lučića 2a/17
10000 Zagreb
Hrvatska

Telephone
Telefax
Internet
E-mail

+385 (0)1 5390 000
+385 (0)1 5390 111
www.kpmg.hr
info@kpmg.hr

RESPONSE FORM

1. The balance due by Virtus Investments B.V. to AZURNA UVALA d.o.o. at 31.12.2022., regardless of the subsequent payments, is:

_____ (Amount/Currency)

detailed as follows:

Account description	Amount due by the Virtus Investments B.V. to AZURNA UVALA d.o.o.	Currency
Settlement between affiliated entities/ associated/jointly controlled entities		
Suppliers		
Suppliers of non-current assets		
Suppliers - invoices to be received		
Advance payments to suppliers		
Sundry creditors		
Other loans and similar debts		
Other payables accounts		
Total		

2. The total amount of purchases without VAT made by Virtus Investments B.V. from AZURNA UVALA d.o.o., in period 1.1.2022. – 31.12.2022., is:

_____ (Amount/Currency)

detailed as follows:

Transaction	Amount of the transaction without VAT	Currency
Inventories purchases		
Fixed assets purchases		
Services acquisition		
Trade discounts received		
Financial discounts received		
Other purchases		
Total		

The average margin (percentage), if any, applied to AZURNA UVALA d.o.o. sales to the Virtus Investments B.V. is: _____ (Percentage)



KPMG Croatia d.o.o.
Eurotower
Ivana Lučića 2a/17
10000 Zagreb
Hrvatska

Telephone
Telefax
Internet
E-mail

+385 (0)1 5390 000
+385 (0)1 5390 111
www.kpmg.hr
info@kpmg.hr

3. **The balance due by AZURNA UVALA d.o.o. to Virtus Investments B.V. at 31.12.2022., regardless of the subsequent collections, is:**

_____ (Amount/Currency)

detailed as follows:

Account description	Amount due by AZURNA UVALA d.o.o. to Virtus Investments B.V.	Currency
Settlement between affiliated entities/ associated/jointly controlled entities		
Customers		
Customers - invoices to be issued		
Advance payments from customers		
Sundry debtors		
Long term receivables		
Other receivables accounts		
Total		

4. **The total amount of sales without VAT made by Virtus Investments B.V. to AZURNA UVALA d.o.o., in period 1.1.2022. –31.12.2022., is:**

_____ (Amount/Currency)

detailed as follows:

Transaction	Amount of the transaction without VAT	Currency
Inventories sales		
Fixed assets sales		
Services sales		
Trade discounts offered		
Financial discounts granted		
Other sales		
Total		

The average margin (percentage), if any, applied to the Virtus Investments B.V. sales to AZURNA UVALA d.o.o. is: _____ (Percentage)

KPMG Croatia d.o.o.
Eurotower
Ivana Lučića 2a/17
10000 Zagreb
Hrvatska

Telephone +385 (0)1 5390 000
Telefax +385 (0)1 5390 111
Internet www.kpmg.hr
E-mail info@kpmg.hr

5. Liabilities for loans and borrowings of Virtus Investments B.V. to AZURNA UVALA d.o.o., if applicable, consisting of principal and interest as at 31.12.2022. and for the period 1.1.2022. – 31.12.2022.:

detailed as follows:

Description	Amount	Currency
Closing balance loans received (principal)	883,664	€
Closing balance of interest liability	179,824	€
Interest expense in the period	3,002	

Interest rate (percentage) applied to loans received is: 9.34 (Percentage)

Maturity of the loans received: (Date)

Repayment instalments (amount, number, periodicity):

6. Liabilities for loans and borrowings of AZURNA UVALA d.o.o. to Virtus Investments B.V., if applicable, consisting of principal and interest as at 31.12.2022. and for the period 1.1.2022. – 31.12.2022.:

detailed as follows:

Description	Amount	Currency
Closing balance loans granted (principal)		
Closing balance interest receivable		
Interest income in the period		

Interest rate (percentage) applied to loans granted is: (Percentage)

Maturity of the loans granted: (Date)

Repayment instalments (amount, number, periodicity):

7. Our investment, if any, in AZURNA UVALA d.o.o., as at 31.12.2022. and for the period 1.1.2022. – 31.12.2022.:

detailed as follows:

Description	Amount	Currency
Closing balance shares in the Company		
Dividends receivable		
Dividends received in the period		
Liabilities for interim dividends received		

5. **Liabilities for loans and borrowings** of Virtus Investments B.V. to AZURNA UVALA d.o.o., if applicable, consisting of principal and interest as at 31.12.2022, and for the period 1.1.2022. – 31.12.2022.:

detailed as follows:

Description	Amount	Currency
Closing balance loans received (principal)		
Closing balance of interest liability		
Interest expense in the period		

Interest rate (percentage) applied to loans received is: _____ (Percentage)

Maturity of the loans received: _____ (Date)

Repayment instalments (amount, number, periodicity): _____

6. **Liabilities for loans and borrowings** of AZURNA UVALA d.o.o. to Virtus Investments B.V., if applicable, consisting of principal and interest as at 31.12.2022, and for the period 1.1.2022. – 31.12.2022.:

detailed as follows:

Description	Amount	Currency
Closing balance loans granted (principal)		
Closing balance interest receivable		
Interest income in the period		

Interest rate (percentage) applied to loans granted is: _____ (Percentage)

Maturity of the loans granted: _____ (Date)

Repayment instalments (amount, number, periodicity): _____

7. **Our investment**, if any, in AZURNA UVALA d.o.o., as at 31.12.2022, and for the period 1.1.2022. – 31.12.2022.:

detailed as follows:

Description	Amount	Currency
Closing balance shares in the Company		
Dividends receivable		
Dividends received in the period		
Liabilities for interim dividends received		



KPMG Croatia d.o.o.
Eurotower
Ivana Lučića 2a/17
10000 Zagreb
Hrvatska

Telephone +385 (0)1 5390 000
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Internet www.kpmg.hr
E-mail info@kpmg.hr

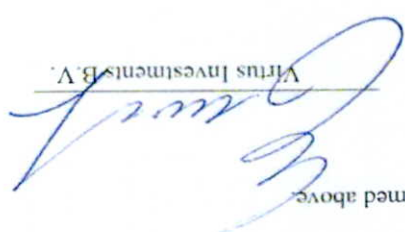
8. AZURNA UVALA D.O.O. investment, if any, in Virtus Investments B.V. as at 31.12.2022, and for the period 1.1.2022.-31.12.2022.:

detailed as follows:

Description	Amount	Currency
Closing balance of investment in your company		
Dividends liability		
Dividends paid in the period		
Receivables for interim dividends paid		

9. Other information regarding the balances and transactions, including commitments, guarantees granted or received:

Please find attached the details for the balances/transactions confirmed above.


Virtus Investments B.V.

Date: 08/05/2023

Signature

Position/title



KPMG Croatia d.o.o.
Eurotower
Ivana Lučića 2a/17
10000 Zagreb
Hrvatska

Telephone
Telefax
Internet
E-mail

+385 (0)1 5390 000
+385 (0)1 5390 111
www.kpmg.hr
info@kpmg.hr

To: VIRTUS INVESTMENTS B.V.

Email: gg@virtusfinance.com

Attn: Gianluca Grosso

Dear Sir/Madam,

For the purposes of our audit of the financial statements of AZURNA UVALA D.O.O. ("the Company"), our mutual client as at 31-12-2023, we kindly request confirmation of the following information, **in the response form** as specified below:

BALANCES as at 31-12-2023

- the **amount payable** by you to the Company as at 31-12-2023, without taking into consideration any payments made by you subsequent to that date;
- the **amount receivable** by you from the Company as at 31-12-2023, without taking into consideration any payments made by us subsequent to that date;
- other relevant information related to balances, such as:
 - Company's investment, if any, in your company / your investment, if any, in Company as at 31-12-2023
 - Liabilities for loans and borrowings of the Company to you as at 31-12-2023 / your liabilities for loans and borrowings to the Company as at 31-12-2023, consisting of principal and interest

TRANSACTIONS in period 01-01-2023 – 31-12-2023

- the total amount of **purchases** made by you from the Company
- the total amount of **sales** made by you to the Company
- other relevant information related to transactions, such as:
 - The average margin (percentage), if any, applied to your sales to the Company / Company's sales to you
 - Interest rate (percentage) applied to loans granted/received

We kindly ask you to send your answer, via email, in the form of a letter attached to it, by using "Reply to all" to the confirmation request email you received, no later than 15-07-2024.

We thank you in advance for your cooperation.

Yours faithfully,
Filip Pučar
fpucar@kpmg.com

Approved on the behalf of the Company,
Milenko Bijedić
Član uprave

Approved on the behalf of the Company,
Nicholas John Paris
Predsjednik uprave

for

AZURNA UVALA d.o.o.
Stomorska, Sv. Nikole 111
Otok Šolta
MBS: 060204922



KPMG Croatia d.o.o.
Eurotower
Ivana Lučića 2a/17
10000 Zagreb
Hrvatska

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Telefax
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RESPONSE FORM

1. The balance due by VIRTUS INVESTMENTS B.V. to AZURNA UVALA D.O.O. at 31-12-2023, regardless of the subsequent payments, is:

_____ (Amount/Currency)

detailed as follows:

Account description	Amount due by the VIRTUS INVESTMENTS B.V. to AZURNA UVALA D.O.O.	Currency
Settlement between affiliated entities/ associated/jointly controlled entities		
Suppliers		
Suppliers of non-current assets		
Suppliers - invoices to be received		
Advance payments to suppliers		
Sundry creditors		
Other loans and similar debts		
Other payables accounts		
Total		

2. The total amount of purchases without VAT made by VIRTUS INVESTMENTS B.V. from AZURNA UVALA D.O.O., in period 01-01-2023 – 31-12-2023, is:

_____ (Amount/Currency)

detailed as follows:

Transaction	Amount of the transaction without VAT	Currency
Inventories purchases		
Fixed assets purchases		
Services acquisition		
Trade discounts received		
Financial discounts received		
Other purchases		
Total		

The average margin (percentage), if any, applied to AZURNA UVALA D.O.O. sales to the VIRTUS INVESTMENTS B.V. is: _____ (Percentage)



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3. The balance due by AZURNA UVALA D.O.O. to VIRTUS INVESTMENTS B.V. at 31-12-2023, regardless of the subsequent collections, is:

_____ (Amount/Currency)

detailed as follows:

Account description	Amount due by AZURNA UVALA D.O.O. to VIRTUS INVESTMENTS B.V.	Currency
Settlement between affiliated entities/ associated/jointly controlled entities		
Customers		
Customers - invoices to be issued		
Advance payments from customers		
Sundry debtors		
Long term receivables		
Other receivables accounts		
Total		

4. The total amount of sales without VAT made by VIRTUS INVESTMENTS B.V. to AZURNA UVALA D.O.O., in period 01-01-2023 –31-12-2023, is:

_____ (Amount/Currency)

detailed as follows:

Transaction	Amount of the transaction without VAT	Currency
Inventories sales		
Fixed assets sales		
Services sales		
Trade discounts offered		
Financial discounts granted		
Other sales		
Total		

The average margin (percentage), if any, applied to the VIRTUS INVESTMENTS B.V. sales to AZURNA UVALA D.O.O. is: _____ (Percentage)



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5. Liabilities for loans and borrowings of VIRTUS INVESTMENTS B.V. to AZURNA UVALA D.O.O., if applicable, consisting of principal and interest as at 31-12-2023 and for the period 01-01-2023 –31-12-2023:

detailed as follows:

Description	Amount	Currency
Closing balance loans received (principal)	883'664	€
Closing balance of interest liability	182'826	€
Interest expense in the period	33'579	€

Interest rate (percentage) applied to loans received is: 3,8 (Percentage)

Maturity of the loans received: (Date)

Repayment instalments (amount, number, periodicity):

6. Liabilities for loans and borrowings of AZURNA UVALA D.O.O. to VIRTUS INVESTMENTS B.V., if applicable, consisting of principal and interest as at 31-12-2023 and for the period 01-01-2023 –31-12-2023:

detailed as follows:

Description	Amount	Currency
Closing balance loans granted (principal)		
Closing balance interest receivable		
Interest income in the period		

Interest rate (percentage) applied to loans granted is: (Percentage)

Maturity of the loans granted: (Date)

Repayment instalments (amount, number, periodicity):

7. Our investment, if any, in AZURNA UVALA D.O.O., as at 31-12-2023 and for the period 01-01-2023 –31-12-2023:

detailed as follows:

Description	Amount	Currency
Closing balance shares in the Company		
Dividends receivable		
Dividends received in the period		
Liabilities for interim dividends received		



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10000 Zagreb
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E-mail info@kpmg.hr

8. AZURNA UVALA D.O.O. investment, if any, in VIRTUS INVESTMENTS B.V. as at 31-12-2023 and for the period 01-01-2023 –31-12-2023:

detailed as follows:

Description	Amount	Currency
Closing balance of investment in your company		
Dividends liability		
Dividends paid in the period		
Receivables for interim dividends paid		

9. Other information regarding the balances and transactions, including commitments, guarantees granted or received:

--

Please find attached the details for the balances/transactions confirmed above.

Date: 10/07/2024


VIRTUS INVESTMENTS B.V.

Signature

Position/title

M&S
ODVIETNIČKO DRUŠTVO
ŠOŠ MACELJSKI MANDIĆ,
STANIĆ & PARTNERI D.O.O.
TEL. ZRIJAVI PLOČNIK 6/11, ZAGREB

POŠTARINA PLAĆENA
HP-u d.d.
U SORTIRNICI
10200 ZAGREB



Financijska agencija
Mažuranićevo šetaliste 246
21000 Split

Self Cold

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LATO APRIBILE PER
L'ISPEZIONE POSTALE