

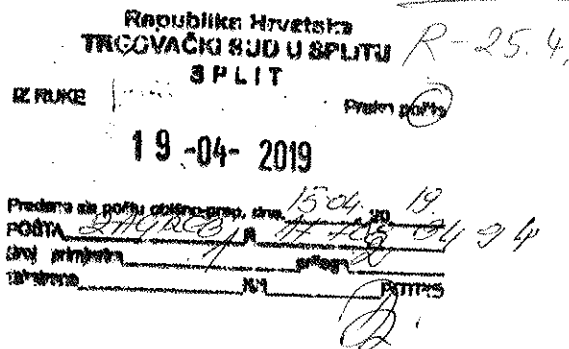
**STEČAJNI UPRAVITELJ  
DOMAGOJ REPAČ**

Đorđićeva 24, 10000 Zagreb, OIB:24977406612, +385(98)690491, domagoj.repac@gmail.com

**TRGOVAČKI SUD U SPLITU**

Poslovni broj: St-390/2018

Naziv stečajnog dužnika: Stečajna masa iz  
VRANKAMEN d.o.o. u stečaju, OIB:  
08202362113



**IZVJEŠĆE STEČAJNOG UPRAVITELJA**

Nastavno na rješenje Suda od 21.2.2019. o pozivu vjerovnika nižih isplatnih redova te sazivanju ispitnog i izvještajnog ročišta za 25. travnja 2019., iznosim da jedan od članova društva Vrankamen d.o.o. - LANDOVERSEAS FUND SICAV P.L.C., prijavio tražbine nižeg isplatnog reda i to:

1. Kao tražbinu 2. nižeg isplatnog reda, trošak koji za vjerovnika nastane u stečajnom postupku u iznos od 50.440,00kn;
2. Kao tražbinu 5. nižeg isplatnog reda, zajmovi kojima se nadomješta temeljni kapital, u iznosu od 4.993.482,14kn;

Ukupno 5.043.922,14kn koje priznajem u cijelosti.

U stečajnoj masi nema promjena.

Vjerovnici viših isplatnih redova su namireni u potpunosti, dokazi priloženi prethodnom izvješću. Vjerovnici nižih redova su prijavili tražbine u ukupnom iznosu 5.043.922,14kn.

Nekretnine stečajne mase:

1. Put, upisan kod Općinskog suda u Splitu, ZK odjel Supetar, ZK uložak 3442 k. o. 301744 Sutivan, kat. čest. 2080/26 Z.U. 3442 K.O. Sutivan, uknjiženog prava vlasništva Vrankamen d.o.o. Split za 1617/2690 dijela, ukupne površine 2315 m<sup>2</sup>;
2. Pašnjak upisan kod Općinskog suda u Splitu, ZK odjel Supetar, ZK uložak 3441 k. o. 301744 Sutivan, kat. čest. 2080/1 Z.U. 3441 K.O. Sutivan, uknjiženog prava vlasništva Vrankamen d.o.o. Split za 422/5257 dijela, ukupne površine 5257 m<sup>2</sup>;
3. Voćnjak i pašnjak upisani kod Općinskog suda u Splitu, ZK odjel Supetar, ZK uložak 3440 k. o. 301744 Sutivan, kat. čest. 2080/17, 2080/18, 2080/19, 2080/20, 2080/21, 2080/22, 2080/23, 2080/24 i 2080/25, sve kat. čest. Z.U. 3440 K.O. Sutivan, uknjiženog prava vlasništva Vrankamen d.o.o. Split za cijelo, ukupne površine 5516 m<sup>2</sup>.

Na predstojećem ročištu, predlažem skupštini vjerovnika odlučiti o podmirenju troškova stečajnog i načinu unovčenja imovine stečajnog dužnika.

U Zagrebu, 14.4. 2019.

Za stečajnu masu iz VRANKAMEN d.o.o. u stečaju,  
stečajni upravitelj Domagoj Repač, v.r.

**STEČAJNA MASA**  
iza VRANKAMEN d.o.o.  
- u stečaju -  
Oib: 08202362113  
Đorđićeva 24, 10000 Zagreb

## Obrazac 19.

Nadležni trgovački sud: Trgovački sud u Splitu

Poslovni broj spisa: St-390/2018

Dužnik (ime i prezime / tvrtka ili naziv, OIB, adresa / sjedište): Stečajna masa iza VRANKAMEN d.o.o. u stečaju, OIB:08202362113, Đorđićeva 24

### TABLICA PRIJAVLJENIH TRAŽBINA, RAZLUČNIH I IZLUČNIH PRAVA

#### I. TABLICA PRIJAVLJENIH TRAŽBINA (NIŽI REDOVI)

Redni broj prijavljene tražbine	Ime i prezime / tvrtka ili naziv vjerovnika	OIB vjerovnika	Adresa / sjedište vjerovnika	Iznos prijavljene tražbine (kn) <sup>1</sup>	Pravna osnova prijavljene tražbine	Iznos priznate tražbine (kn)	Pravna osnova priznate tražbine
1.	LANDOVE RSEAS FUND <sup>2</sup>	97899219000	Malta <sup>2</sup>	4.993.482,14kn	Zajam	4.993.482,14kn	Valjani ugovori o zajmu
2.	LANDOVE RSEAS FUND <sup>2</sup>	97899219000	Malta <sup>2</sup>	50.440,00kn	Troškovi st. postupka	50.440,00kn	Dospio trošak

Iznos osporene tražbine (kn)	Razlog osporavanja tražbine	Oznaka ovršne isprave ako se tražbine zasniva na ovršnoj ispravi
0,00kn	-	-
0,00kn	-	-

#### II. TABLICA RAZLUČNIH PRAVA

Redni broj	Ime i prezime / tvrtka ili naziv razlučnog vjerovnika	OIB razlučnog vjerovnika	Adresa / sjedište razlučnog vjerovnika	Javna knjiga u koju je razlučno pravo upisano	Iznos tražbine osigurane razlučnim pravom	Pravnu osnovu tražbine osigurane razlučnim pravom	Dio imovine na koji se odnosi razlučno
------------	---	--------------------------	--	---	---	---	--

<sup>1</sup> Za radnike i prijašnje radnike tražbina se iskazuje u bruto i neto iznosu

<sup>2</sup> Puno ime: LANDOVERSEAS FUND SICAV P.L.C. Broj iz registra: SV 95, Naziv registra: Registar trg. društava Malta, Malta, Flat 4, Morina Court, George Borg Olivier Street, St. Julians STJ 1081.

							pravo
-----	-----	-----	-----	-----	-----	-----	-----

### III. TABLICA IZLUČNIH PRAVA

Redni broj	Ime i prezime / tvrtka ili naziv razlučnog vjerovnika	OIB razlučnog vjerovnika	Adresa / sjedište razlučnog vjerovnika	Pravna osnova izlučnog prava	Predmet izlučnog prava
-----	-----	-----	-----	-----	-----

U Zagrebu, 14.4.2019.g.

Za stečajnu masu iza VRANKAMEN  
d.o.o. u stečaju, stečajni upravitelj  
Domagoj Repač

**STEČAJNA MASA**  
iza VRANKAMEN d.o.o.  
- u stečaju -  
Oib: 08202362113  
Dordićeva 24, 10000 Zagreb

## Obrazac 18.

Stečajnom upravitelju \_\_\_\_\_ **DOMAGOJ REPAČ, mag.iur.** \_\_\_\_\_  
adresa \_\_\_\_\_ **10000 Zagreb, Đorđićeva 24, OIB: 24977406612** \_\_\_\_\_  
Poslovni broj spisa \_\_\_\_\_ **St-390/2018, Trgovački sud u Splitu** \_\_\_\_\_

### I. PRIJAVA TRAŽBINE U STEČAJNOM POSTUPKU

#### PODACI O VJEROVNIKU:

Ime i prezime / tvrtka ili naziv \_\_\_\_\_ **LANDOVERSEAS FUND SICAV P.L.C., Malta, Broj iz registra: SV 95, Naziv registra: Registar trgovačkih društava Malta, Nadležno tijelo: Voditelj registra trgovačkih društava** \_\_\_\_\_  
OIB \_\_\_\_\_ **97899219000** \_\_\_\_\_  
Adresa / sjedište \_\_\_\_\_ **Malta, Flat 4, Morina Court, George Borg Olivier Street, St. Julians STJ 1081 (ranije sjedište: Malta, Sann Gwann, Triq San't Andrija, The Hub), zastupano po punomoćnici Željki Čović Latin, odvjetnici u Puli, Trg Portarata 4** \_\_\_\_\_

#### PODACI O DUŽNIKU:

Ime i prezime / tvrtka ili naziv \_\_\_\_\_ **STEČAJNA MASA IZA VRANKAMEN d.o.o.** \_\_\_\_\_  
OIB \_\_\_\_\_ **08202362113** \_\_\_\_\_  
Adresa / sjedište \_\_\_\_\_ **10000 Zagreb, Đorđićeva 24** \_\_\_\_\_

#### PODACI O TRAŽBINI:

Pravna osnova tražbine:

Sukladno rješenju Trgovačkog suda u Splitu, poslovni broj: 11.St-390/2018-19 od 21. veljače 2019. godine, vjerovnik kao član dužnika prijavljuje tražbinu nižeg isplatnog reda, sukladno odredbi čl. 139. st. 1. toč. 5. i st. 3. Stečajnog zakona. Također, vjerovnik kao član dužnika prijavljuje i troškove koji su za njega nastali njegovim sudjelovanjem u ovom stečajnom postupku, koji su istoga reda kao i tražbina tog vjerovnika, sve sukladno čl. 139. st. 3. Stečajnog zakona te se stoga također radi o tražbini nižeg isplatnog reda.

Pravna osnova tražbine jest: tražbina za povrat zajma kojim se nadomješta kapital nekoga člana društva i odgovarajuća tražbina, i to, tražbine za povrat zajmova kojim se nadomješta kapital vjerovnika **LANDOVERSEAS FUND SICAV P.L.C., Malta, OIB 97899219000**, kao člana društva dužnika Stečajne mase iza Vrankamen d.o.o., OIB: 08202362113, Zagreb, Đorđićeva 24, odnosno njegovog pravnog prednika Vrankamen d.o.o. (Vrankamen d.o.o. u stečaju), OIB: 26260878967, Split, Put Firula bb., Bobanovi dvori. Vjerovnik napominje da je ranija njegova tvrtka glasila: **CROATIA INVESTMENT LIMITED**, te se u privitku dostavlja Izmijenjena potvrda o registraciji i aktualni izvadak iz registra, te druga odgovarajuća tražbina koja proizlazi iz niže navedenog Ugovora o preuzimanju duga broj 01/08 od 25.08.2008.g.

Tražbina koja se prijavljuje temelji se na sljedećim ispravama:

- Ugovor o zajmu od dana 01.11.2006.g., temeljem kojeg je vjerovnik stečajnom dužniku pozajmio iznos od 46.903,00 eura, odnosno 346.144,14 kuna te taj iznos sada potražuje vjerovnik u ovom postupku;

- Ugovor o zajmu od dana 06.11.2006.g., temeljem kojeg je vjerovnik stečajnom dužniku pozajmio iznos od 463.000,00 eura, odnosno 3.398.000,00 kuna te taj iznos sada potražuje vjerovnik u ovom postupku;

- Ugovor o zajmu od dana 30.04.2007.g., temeljem kojeg je vjerovnik stečajnom dužniku pozajmio iznos od 75.000,00 eura, odnosno 552.750,00 kuna te taj iznos sada potražuje vjerovnik u ovom postupku (napomena: ovaj Ugovor o zajmu sklopljen je, osim s vjerovnikom, i s drugim zajmodavcem, u ugovoru je naveden ukupni iznos od 150.000,00 eura, a svaki od dva zakupodavca je pozajmio polovicu pozajmljenog iznosa);

- Ugovor o preuzimanju duga broj 01/08 od dana 25.08.2008.g., temeljem kojeg je vjerovnik D.B.C.I. d.o.o. pozajmio stečajnom dužniku iznos od 100.000,00 eura, što u protuvrijednosti kuna iznosi 696.588,00 kuna te je stečajni vjerovnik ovim ugovorom preuzeo na sebe vraćanje ovog duga, kojeg je stečajni vjerovnik platio te navedeni iznos sada potražuje u ovom postupku.

Ukupna tražbina stečajnog vjerovnika koju prijavljuje jest:

346.144,14 kuna + 3.398.000,00 kuna + 552.750,00 kuna + 696.588,00 kuna = **4.993.482,14 kuna** (četiri milijuna devetstodevedesetri tisuće četristoosamdesetdvije kune i četrnaest lipa).

Redno mjesto na koje vjerovnik ima pravo: 5. mjesto, sukladno čl. 139. st. 1. toč. 5. Stečajnog zakona, budući da se prijavljuje tražbina za povrat zajma kojim se nadomješta kapital vjerovnika kao člana društva.

Navedena prijavljena tražbina temelji se na odredbama čl. 408. Zakona o trgovačkim društvima. U ovom slučaju je vjerovnik kao član društvu (stečajnom dužniku) u vrijeme kad je ono bilo u krizi umjesto da mu pribavi vlastiti kapital, dao zajam, te stoga i može u stečajnom postupku ostvarivati zahtjev za povrat zajma samo kao stečajni vjerovnik nižeg isplatnog reda (čl. 408. st. 1. SZ-a).

Sukladno čl. 408. st. 3. prva rečenica SZ-a, odredbe stavka 1. i 2. toga članka na odgovarajući se način primjenjuju i na druge pravne radnje članova društva i trećih osoba koje u gospodarskom smislu odgovaraju davanju zajma. U konkretnom slučaju, radi se o pravnoj radnji preuzimanja duga po Ugovoru o preuzimanju duga broj 01/08 od 25.08.2008.g. i plaćanje toga duga.

Vjerovnik kao član dužnika prijavljuje i troškove koji su za njega nastali njegovim sudjelovanjem u ovom stečajnom postupku, koji su istoga reda kao i tražbina tog vjerovnika, sve sukladno čl. 139. st. 3. Stečajnog zakona. Dakle, redno mjesto na koje vjerovnik ima pravo po osnovi troškova: 5. mjesto, sukladno čl. 193. st. 3. u vezi sa st. 1. toga članka Stečajnog zakona. Iznos troškova jest:

- sastavljanje ove prijave tražbine, sukladno Tbr. 14. toč. 2. u vezi s toč. 1. u vezi s Tbr. 7. toč. 1. Tarife o nagradama i naknadi troškova za rad odvjetnika, sukladno vrijednosti ove prijave tražbine od **4.993.482,14 kuna**, te stoga trošak na ime nagrade odvjetnika za 4994 boda iznosi **49.940,00 kuna**, uvećano za **500,00 kuna** sudske pristojbe, sveukupno iznosi: **50.440,00 kuna**.

Slijedom navedenog, sveukupna tražbina stečajnog vjerovnika koju prijavljuje jest:

4.993.482,14 kuna + 50.440,00 kuna = 5.043.922,14 kuna.

**Dokaz o postojanju svake pojedine tražbine:**

1. Ugovor o zajmu od dana 01.11.2006.g.;
2. Ugovor o zajmu od dana 06.11.2006.g.;
3. Ugovor o zajmu od dana 30.04.2007.g.;
4. Ugovor o preuzimanju duga broj 01/08 od dana 25.08.2008.g.

Vjerovnik raspolaže ovršnom ispravom DA / NE za iznos 5.043.922,14 kuna (kn)

Naziv ovršne isprave

**II. OBAVIJEST O RAZLUČNOM PRAVU:**

Pravna osnova razlučnog prava

\_\_\_\_\_  
\_\_\_\_\_

Dio imovine na koji se odnosi razlučno pravo (predmet razlučnog prava)

\_\_\_\_\_  
\_\_\_\_\_

Iznos tražbine osigurane razlučnim pravom \_\_\_\_\_ (kn)

Ako razlučni vjerovnik koji je i osobni vjerovnik dužnika prijavljuje i tražbinu kao stečajni vjerovnik dužan je naznačiti dio imovine stečajnoga dužnika na koji se odnosi njegovo razlučno pravo i iznos do kojega njegova tražbina predvidivo neće biti namirena tim razlučnim pravom.

**III. OBAVIJEST O IZLUČNOM PRAVU:**

Pravna osnova izlučnog prava

\_\_\_\_\_  
\_\_\_\_\_

Predmet izlučnog prava

\_\_\_\_\_  
\_\_\_\_\_

Naznaka postojanja prava iz članka 148. Stečajnog zakona

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

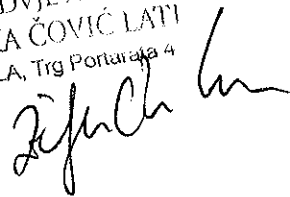
Mjesto i datum

\_\_PULA, 1. travnja 2019.\_\_

Potpis vjerovnika

LANDOVERSEAS FUND SICAV  
P.L.C. po punomoćnici Željki  
Čović Latin, odvjetnici iz Pule,  
sukladno punomoći koja se prilaže

ODVJETNICA  
ŽELJKA ČOVIĆ LATI  
PULA, Trg Portaraja 4



Prilog:

- punomoć,
- Ugovor o zajmu od dana 01.11.2006.g.;
- Ugovor o zajmu od dana 06.11.2006.g.;
- Ugovor o zajmu od dana 30.04.2007.g.;
- Ugovor o preuzimanju duga broj 01/08 od dana 25.08.2008.g.,
- aktualni izvadak iz registra,
- Izmijenjena potvrda o registraciji.

## SHAREHOLDER LOAN AGREEMENT

Between

International Beneficiary Services Limited  
and  
Croatia Investments Limited  
and  
Vrankamen d.o.o

This Shareholder Loan Agreement (the 'Agreement') dated as of 1st November 2006, is concluded by and between:

Of the first part, Vrankamen d.o.o, a company registered before Split Trade Court, with company matriculate No 060220623, represented by Andrei Imbroli in his capacity of Director, hereinafter referred to as 'the Borrower'

And of the second part

International Beneficiary Services Ltd, a company registered in Malta, with company registration number C-28629 represented by Chris Sammut in his capacity of Director

And

Croatia Investments Limited (CIL), a company registered in Malta, with company registration number C-38204 represented by Ian Casolani in his capacity of Director,

hereinafter referred to collectively as 'the Lenders'

A. WHEREAS the Lenders are the registered owners of the whole issued capital of the Borrower

B. WHEREAS a verbal agreement had been reached over the past months between the Lenders to advance various sums to the Borrower by way of shareholder loan and whereas the sums so advanced until the date of this Agreement amounted to a total sum of Euro 98,472 and this for the purpose of funding the acquisition of land in Croatia by the Borrower in terms of Clause 2 of the Shareholders Agreement signed between the shareholders on the 15<sup>th</sup> February 2006.

C. WHEREAS the parties are desirous of formalising the shareholder loan so advanced to the Borrower by this present Agreement.

Now therefore the Lenders and the Borrower agree as follows:

I. Subject of the Loan Agreement

The subject of the agreement is the grant of a shareholder loan from the Lenders to the Borrower for the amount of Euro 98,472 which has already been drawn down by the

95.674



Borrower prior to the date of this Agreement and has been utilised for the sole purpose of paying the purchase price of the land in Croatia and related costs referred to in the above mentioned Shareholders Agreement.

II. Term of Loan

The term of the loan is of five years, closing on the 6<sup>th</sup> of November 2011. The Borrower, in terms of the above mentioned Shareholder Agreement undertakes however to repay the loan to the Lenders even before the mentioned date as soon as the Borrower becomes profitable. Lender IBSI transferred Euro 48,771 whereas lender CIL transferred Euro 46,903.

III. Interest

The loan will incur interest at seven percent (7%) per annum payable as soon as the Company becomes profitable.

IV. Expenses

All deductions such as taxes, commissions or otherwise should be made at the expense of the Borrower.

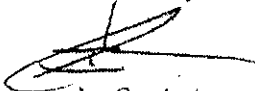
V. Applicable Law and Jurisdiction

All disputes arising in connection with the interpretation and the execution of the present Agreement shall be brought before and finally settled by arbitration in terms of Maltese Law and such arbitration shall be held in Malta.

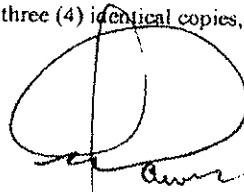
All modifications and amendments to this Agreement are to be made in writing.

This Loan Agreement has been made out in three (4) identical copies, one for each party and one for the Croatian National Bank.

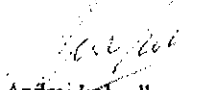
This 1st day of November 2006



Ian Casolani  
Director  
Croatia Investments Limited



Chris Sammut  
Director  
International Beneficiary Services Ltd



Andrej Imbroli

For and on behalf of Vrankamen Doo

**VRANKAMEN** d.o.o.  
Split

II. Term of Loan

The term of the loan is of five years, closing on the 6<sup>th</sup> of November 2011. The Borrower, in terms of the above mentioned Shareholder Agreement undertakes however to repay the loan to the Lenders even before the mentioned date as soon as the Borrower becomes profitable. Lender IBSL shall transfer Euro 461,000, whereas Lender CIL shall transfer Euro 463,000 to the bank account of the Borrower on request of the Borrower to the following Bank Account:

Societe Generale Spliska banka d.d.  
R. Boškovića 16. 21000 Split, HRVATSKA

Bank Code                      Swift SOGEHR22

Account Number            EUR a/c 20028201002            IBAN: HR96 2330 0031 1003 6946 7

III. Interest

The loan will incur interest at seven percent (7%) per annum per annum payable as soon as the Company becomes profitable.

IV. Expenses

All deductions such as taxes, commissions or otherwise should be made at the expense of the Borrower.


V. Applicable Law and Jurisdiction


All disputes arising in connection with the interpretation and the execution of the present Agreement shall be brought before and finally settled by arbitration in terms of Maltese Law and such arbitration shall be held in Malta.


All modifications and amendments to this Agreement are to be made in writing.

This Loan Agreement has been made out in three (3) identical copies, one for each party.

This 6<sup>th</sup> day of November 2006

  
Ian Casolani  
Director  
Croatia Investments Limited

  
Chris Sammut  
Director  
International Beneficiary Services Ltd

  
Andrei Imbroli  
For and on behalf of Vrankamen Dao

**VRANKAMEN** d.o.o.  
Split

## SHAREHOLDER LOAN AGREEMENT

Between

**International Beneficiary Services Limited**  
and  
**Croatia Investments Limited**  
and  
**Vrankamen d.o.o**

This Shareholder Loan Agreement (the "Agreement") dated as of 6th November 2006, is concluded by and between:

Of the first part, **Vrankamen d.o.o**, a company registered before Split Trade Court, with company matriculate No 060220623, represented by Andrej Imbrovič in his capacity of Director, hereinafter referred to as 'the Borrower'

And of the second part

**International Beneficiary Services Ltd**, a company registered in Malta, with company registration number C-28629 represented by Chris Sammut in his capacity of Director

And

**Croatia Investments Limited (CIL)**, a company registered in Malta, with company registration number C-38204 represented by Ian Casolani in his capacity of Director,

hereinafter referred to collectively as 'the Lenders'

A. WHEREAS the Lenders are the registered owners of the whole issued capital of the Borrower;

B. WHEREAS an agreement has been reached between the Lenders to advance to the Borrower by way of shareholder loan the sum of Euro 924,000 for the purpose of funding the acquisition of land in Croatia by the Borrower in terms of Clause 2 of the Shareholders Agreement signed between the shareholders on the 12<sup>th</sup> June 2006

C. WHEREAS the Borrower is desirous of obtaining a loan from its shareholders for the sum of Euro 924,000

Now therefore the Lenders and the Borrower agree as follows:

### I. Subject of the Loan Agreement

The subject of the agreement is the grant of a shareholder loan from the Lenders to the Borrower for the amount of Euro 924,000 to be drawn down as and when mutually agreed between the parties hereto and to be utilized for the sole purpose of paying the purchase price of the land in Croatia and related costs referred to in the above mentioned Shareholders Agreement.

## SHAREHOLDER LOAN AGREEMENT

Between  
International Beneficiary Services Limited  
and  
Croatia Investments Limited  
and  
Vrankamen d.o.o

This Shareholder Loan Agreement (the 'Agreement') dated as of 30<sup>th</sup> of April 2007, is concluded by and between:

Of the first part, Vrankamen d.o.o, a company registered before Split Trade Court, with company matriculate No 060220623, represented by Andrei Imbroll in his capacity of Director, hereinafter referred to as 'the Borrower'

And of the second part

International Beneficiary Services Ltd, a company registered in Malta, with company registration number C-28629 represented by Chris Sammut in his capacity of Director

And

Croatia Investments Limited (CIL), a company registered in Malta, with company registration number C-38204 represented by Ian Casolani and Adam deDomenico in their capacity of Directors, hereinafter referred to as 'the Lender'

A. WHEREAS the Lenders are the registered owners of the whole issued capital of the Borrower.

B. WHEREAS a verbal agreement had been reached between the Lenders and the Borrower to advance by way of shareholder loan the sum of Euro 150,000 for the purpose of funding the acquisition and design stages of property in Croatia by the Borrower in terms of Clause 2 of the Shareholders Agreement signed between the shareholders on the 15<sup>th</sup> February 2006.

C. WHEREAS the Borrower is desirous of obtaining a loan from its shareholders for the sum of Euro 150,000.

Now therefore the Lenders and the Borrower agree as follows:

### I. Subject of the Loan Agreement

The subject of the agreement is the grant of a shareholder loan from the Lenders to the Borrower for the amount of Euro 150,000 to be drawn down as and when mutually agreed between the parties hereto and to be utilised for the purpose of development of real estate in Sutivan.

It is hereby understood, as per clause 2.3 of the shareholder's agreement signed by the above-mentioned parties, that Vrankamen doo will do all possible to raise bank finance for the rest of the development.

The Borrower is to give the Lenders a notice of thirty (30) days together with the amount requested.

#### II. Term of Loan

The term of the loan is of two years, closing on the 30<sup>th</sup> of April 2009. The Borrower, in terms of the above mentioned Shareholder Agreement undertakes however to repay the loan to the Lenders even before the mentioned date as soon as the Borrower becomes profitable.

#### III. Interest

The loan will incur interest at five percent (5%) per annum.

#### IV. Expenses

All deductions such as taxes, commissions or otherwise should be made at the expense of the Borrower.

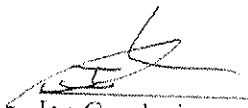
#### V. Applicable Law and Jurisdiction

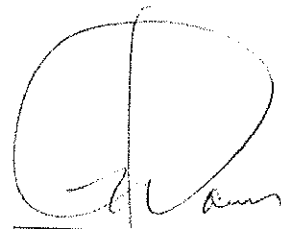
All disputes arising in connection with the interpretation and the execution of the present Agreement shall be brought before and finally settled by arbitration in terms of Maltese Law and such arbitration shall be held in Malta.

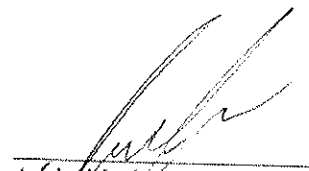
All modifications and amendments to this Agreement are to be made in writing.

This Loan Agreement has been made out in four (4) identical copies, one for each party and one for the Croatian National Bank.

This 30<sup>th</sup> day of April 2007

  
\_\_\_\_\_  
Ian Casolani  
Director  
Croatia Investments Limited

  
\_\_\_\_\_  
Chris Sammut  
Director  
International Beneficiary Services Ltd

  
\_\_\_\_\_  
Andrej Imbroll  
For and on behalf of Vrankamen Doo

**VRANKAMEN** d.o.o.  
Split

DUŽNIK \_\_\_\_\_ VRANKAMEN D.O.O.  
PREUZIMATELJ DUGA \_\_\_\_\_ CROATIA INVESTMENT LIMITED, MALTA \_\_\_\_\_  
VJEROVNIK \_\_\_\_\_ D.B.C.I. D.O.O. \_\_\_\_\_

na temelju odredbi članka 96. Zakona o obveznim odnosima (NN 35/05, 41/08), sklapaju dana 25.08.2008. godine

UGOVOR O PREUZIMANJU DUGA broj 01/08

Članak 1.

PREUZIMATELJ DUGA preuzima obvezu da VJEROVNIK podmiri iznos od 100.000 eura na dan isplate po srednjem tečaju HNB-a doznakom na žiro račun.  
VJEROVNIK pristaje na preuzimanje duga od strane PREUZIMATELJA DUGA.

Članak 2.

PREUZIMATELJ DUGA pristaje da se za navedeni iznos poveća njegovo potraživanje od DUŽNIKA.

Članak 3.

DUŽNIK će uvećati postojeću obvezu prema PREUZIMATELJU DUGA za 100.000,00 eura.

Članak 4.

Stranke primaju prava i obveze iz ovog ugovora te ga u znak prihvata vlastoručno potpisuju.

Članak 5.

Stranke su saglasne da eventualne sporove po ovom Ugovoru riješe sporazumno, a ukoliko to nije moguće, određuje se mjestna nadležnost suda u mjestu tuženoga.

Članak 6.

Ovaj Ugovor o preuzimanju duga sastavljen je u tri (3) jednaka primjerka od kojih svaka ugovorna strana dobiva po jedan.

DUŽNIK

PREUZIMATELJ DUGA

VJEROVNIK

2/23/2019

Registry of Companies



---

Company Details

---

Company Registration Number SV 95 - LANDOVERSEAS FUND SICAV p.l.c.

Company Registration Number	SV 95
Company Name	LANDOVERSEAS FUND SICAV p.l.c.
Registration Date	Mar 13, 2006
Registered Office	Flat 4, Morina Court, George Borg Olivier Street,
City/Locality	ST. JULIANS STJ 1081
Country	MALTA

*certified true copy of the  
original*

Dr. C. Vassilios LL.B.  
Notary Public  
Commissioned for District  
I. Valletta District, Malta  
MALTA.

on 21.03.2019 - 14:00 hours

**Apostille Certificate**  
**Convention de La Haye du 5 octobre 1961**

---

1. Country: **Malta**

This public document

2. has been signed by **Dr. Charles Vella Zarb**

3. acting in the capacity of **Notary Public**

4. bears the seal / stamp of  
**Same**

Certified

5. at **Ministry for Foreign Affairs & Trade  
Promotion, Valletta**

6. the **25 FEB 2019**

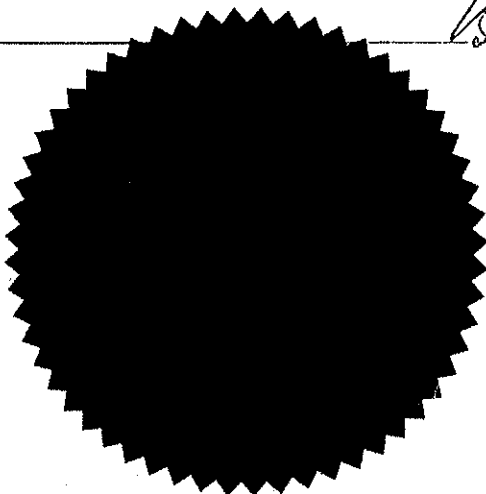
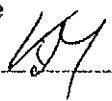
7. by **Karen Montebello**

**Legalisation Officer**

8. No: **359547**

9. Seal / stamp

10. Signature







## Involvements

Company Registration Number SV 95 - LANDOVERSEAS FUND SICAV p.l.c.

**Directors(3)**

Involved Party	Address	Nationality
STEFAN BORG ID Card: 216978M	SISTINA, TRIQ IL-KAPPELLA TAX-XAGHRA SAN PAWL TAT-TARGA, LIMITES OF NAXXAR MALTA	MALTESE
IAN CASOLANI ID Card: 220974M	2, SPINOLA, ST. GEROGE'S ARL ST. JULIANS MALTA	MALTESE
ANDREI IMBROLL ID Card: 531778M	DIMORA TRIQ IL-VENEW, SAN GWANN MALTA	MALTESE

**Legal Representatives(3)**

Involved Party	Address	Nationality
STEFAN BORG ID Card: 216978M	SISTINA, TRIQ IL-KAPPELLA TAX-XAGHRA SAN PAWL TAT-TARGA, LIMITES OF NAXXAR MALTA	MALTESE
IAN CASOLANI ID Card: 220974M	2, SPINOLA, ST. GEROGE'S ARL ST. JULIANS MALTA	MALTESE
ANDREI IMBROLL ID Card: 531778M	DIMORA TRIQ IL-VENEW, SAN GWANN MALTA	MALTESE

**On C. V. Zeno Ltd**

Notary Public

Commissioner for Ontario

1. Vainio Street, N<sup>o</sup> 3, etc.  
Minn.

**Judicial Representatives(3)**

Involved Party	Address	Nationality
STEFAN BORG ID Card: 216978M	SISTINA, TRIQ IL-KAPPELLA TAX-XAGHRA SAN PAWL TAT-TARGA, LIMITES OF NAXXAR MALTA	MALTESE
IAN CASOLANI ID Card: 220974M	2, SPINOLA, ST. GEROGE'S ARL ST. JULIANS MALTA	MALTESE
ANDREI IMBROLL ID Card: 531778M	DIMORA TRIQ IL-VEWEN, SAN GWANN MALTA	MALTESE

## Secretaries(1)

Involved Party	Address	Nationality
ANDREI IMBROLL ID Card: 531778M	DIMORA TRIQ IL-VEWEN, SAN GWANN MALTA	MALTESE

## Auditors(1)

Involved Party	Address	Nationality
VINCENT CURMI & ASSOCIATES Registration No: AB/26/84/46	FINANCE HOUSE, 1ST FLOOR, P. ELIZABETH STREET, TA' XBIEX XBX 1102 MALTA	

*certified true copy of the original*

Dr. C. Vassallo  
Notary Public  
Commissioner for Companies  
1, Vajjala Street, M'Sc  
Malta.

21/03/2020

## Apostille Certificate

Convention de La Haye du 5 octobre 1961

1. Country: **Malta**

This public document

2. has been signed by **Dr. Charles Vella Zarb**

3. acting in the capacity of **Notary Public**

4. bears the seal / stamp of

**Same**

Certified

5. at **Ministry for Foreign Affairs & Trade  
Promotion, Valletta**

6. the **25 FEB 2019**

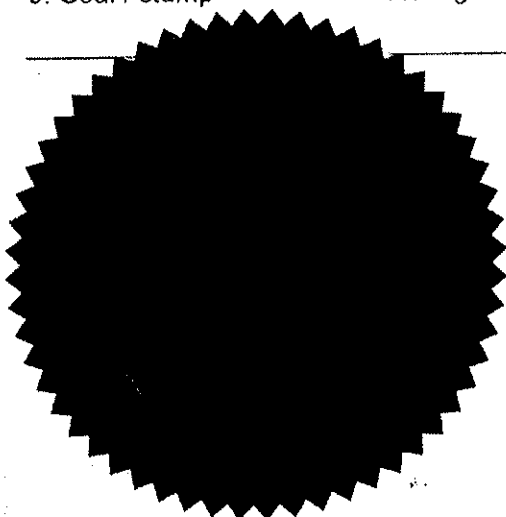
7. by **Karen Montebello**

**Legalisation Officer**

8. No: **359548**

9. Seal / stamp

10. Signature



Ovaj se prijevod sastoji od:  
4 stranice/5 listova  
Broj-OV: 27/2016  
Datum: 02. rujna 2016.



# *Ovjereni prijevod s engleskog jezika*

# ZAKON O TRGOVAČKIM DRUŠTVIMA, 1995.

MALTA

## IZMIJENJENA POTVRDA O REGISTRACIJI

U skladu s Odjeljkom 80.

**LANDOVERSEAS FUND SICAV p.l.c.**

Naziv društva

**136, The Strand, Gzira GZR1026, Malta**

Sjedište

**SV 95**

Broj registracije

vime se potvrđuje da navedeno društvo, prethodno registrirano kao privatno društvo s ograničenom odgovornošću pod nazivom

**Croatia Investment Limited**

**C 38204**

Broj registracije

nastavlja djelovati kao investicijski fond s promjenjivim kapitalom (SICAV)

**22. prosinca 2008.**

Datum stupanja izmjene na snagu

Ovjerenjena istovjetna preslika

Dr. Claudette Fenech /potpis nečitljiv/

Voditelj Registra trgovačkih društava  
Datum 24. kolovoza 2016.

/Vodeni žig: VODITELJ REGISTRA TRGOVAČKIH  
DRUŠTAVA, MALTA/  
/potpis nečitljiv/

**J. CARUANA**

Voditelj Registra trgovačkih društava

Datum **22. prosinca 2008.**

/potpis nečitljiv/

/Pečat: Dr. C. Vella Zarb, doktor prava  
javni bilježnik i ovlaštenik za uzimanje prisega  
1, Vajrita Street, Marsascala, Malta  
Tel.: 21633369-Mob.: 99496731/

# COMPANIES ACT, 1995

MALTA

## ALTERED CERTIFICATE OF REGISTRATION

Pursuant also to Section 80

**LANDOVERSEAS FUND SICAV p.Lc**

Name of Company

**136, The Strand, Gzira GZR1026, Malta**

Registered Office

**SV 95**

Registration No.

This is to certify that the above-mentioned company, formerly  
registered as a Private Limited Liability Company  
under the name of

**Croatia Investments Limited**

**C 38204**

Registration No.

shall continue as an Investment Company with Variable Share Capital (SICAV).

**22<sup>nd</sup> December 2008**

Certified True Copy

Effective Date of Change

*Dr. Claudette Fenech*

**/Registrar of Companies  
Dated this 24<sup>th</sup> August 2016**

**J. CARUANA**

*/Registrar of Companies*

Dated this **22<sup>nd</sup>** day of **December** **08** 20 .....

**Dr C. Vella Zarb, LL.D.**  
Notary Public & Commissioner for Affidavits  
1, Vajrita Street, Marsascala, Malta  
Tel: 21633369 - Mob: 99406731

**APOSTILLE**

**(Convention de La Haye du 5 octobre 1961)**

1. Zemlja: **Malta**

Da je ova javna isprava

2. potpisana od **Dr. Charlesa Velle Zarba**

3. u svojstvu **javnog bilježnika**

4. opskrbljena pečatom (žigom) navedenog bilježnika

**t v r d i**

5. u **Ministarstvu vanjskih poslova, Valletti**

6. na dan **26. kolovoza 2016.**

7. naziv organa vlasti **Maria Carmen Farrugia**

**Službenik za ovjere**

8. pod br. **274403**

9. Pečat (žig) **/Žig: Republike Malte/**

10. Potpis **/potpis nečitljiv/**

**Ja, Ana Mršić Zdilar, stalni sudski tumač za engleski i talijanski jezik, imenovan rješenjem predsjednika Županijskog – Trgovačkog suda u Splitu, broj 4 Su-171/2015 od 08. ožujka 2015. godine, potvrđujem da gornji prijevod potpuno odgovara izvorniku sastavljenom na engleskom jeziku.**

**Apostille Certificate**  
**Convention de La Haye du 5 octobre 1961**

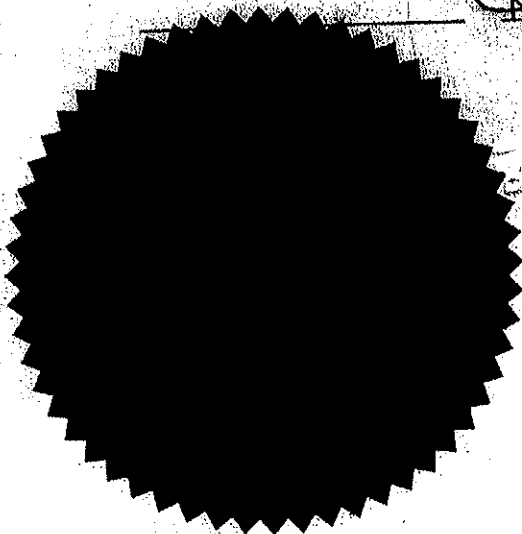
1. Country: Malta  
This public document
2. has been signed by Dr. Charles Vella Zarb
3. acting in the capacity of Notary Public
4. bears the seal / stamp of  
Same

Certified

5. at Ministry of Foreign Affairs, Valletta
6. the 26 AUG 2016
7. by Maria Carmen Farrugia  
Legalisation Officer
8. No: 274403
9. Seal / stamp

10. Signature

*M.C.F.*





Zb. Eng. 88 19/04/19.

AGG

