

CROATIA INSURANCE COMPANY Plc., PIN: 26187994862, Zagreb, Vatroslava Jagića 33, represented by the President of the Management Board, Davor Tomašković, and the member of the Management Board, Luka Babić (hereinafter referred to as: the Lender)

and

CORE 1 d.o.o., PIN: 79593457639, Zagreb, Miramarska 22, represented by Tomislav Kalafatić, ID: 14477428611, Zagreb, Majstora Radovana 20, director (hereinafter referred to as: the Borrower)

(Collectively hereinafter referred to as: Contracting Parties)

concluded in Zagreb, the following agreement on the _____ day of 2024.

LOAN AGREEMENT

Number 991101023

Article 1

The Lender approves a loan to the Borrower from capital funds and other non-life insurance funds in the amount of

EUR 4,067,550.00

(Four million sixty-seven thousand five hundred fifty euros)

Article 2

The loan will be used for a period of 10 (ten) years, or until _____, 2034.

Article 3

The Lender undertakes to transfer the loan amount to the Borrower's account with IBAN: HR94 2340009 1100555008, immediately upon signing this Agreement. The day the funds are credited to the Borrower's account shall be considered the date of loan disbursement.

Article 4

The Borrower undertakes to pay interest on the loan at a variable interest rate, in accordance with the Decision of the Lender's competent body, which amounts to 5.23% (five-point twenty-three percent) per annum on the day of signing this Agreement.

Article 5

The loan shall be repaid in full upon maturity on the day of _____, 2034.

In case of a change in the interest rate or any other essential element of this Agreement, an Addendum to this Agreement shall be concluded.

Article 6

Under this Agreement, the Lender will not charge the Borrower any loan processing fee.

Article 7

The Borrower undertakes to repay the loan and fulfill other obligations under this Agreement to the account of the Lender with the number HR94 2340009 110055008, with payment model HRoo and recipient reference number 99882-991101023.

The date of repayment of the loan and other obligations under this Agreement shall be considered as the date of approval of the account of the Lender from the preceding paragraph of this article. If the last day of the Borrower's obligation maturity falls on a non-working day, the Borrower's obligation shall mature on the first following working day.

Article 8

If the Borrower fails to repay the loan within the deadline specified in Article 5 of this Agreement, the Borrower shall be obligated to pay the Lender legal interest on the due amount of the loan in accordance with the applicable legal regulations.

Article 9

If the Borrower fails to repay the overdue loan, the Lender will send a registered letter requesting payment within 15 (fifteen) days from the date of delivery of the notice, specifically stating the consequences of non-payment.

If the Borrower does not pay off the overdue loan even within the period referred to in the previous paragraph of this Article, this Agreement will be considered terminated, and from that day on the revalued amount of the loan will accrue legal default interest in accordance with current legal regulations.

Article 10

10.1 To secure the repayment of the loan and the fulfillment of all obligations under this Agreement, prior to the loan disbursement, a judicial or notarial act for the establishment of a pledge (mortgage) in favor of the Lender will be made based on the agreement of the parties on the real estate owned by the Borrower, registered in the land registers, as follows:

1) Rijeka Municipal Court, Land Registry Department Rijeka, in land registry 1164, cad. 858, HOUSE NUMBER 8 WITH YARD, area 203 sqm,

2) Split Municipal Court, Land Registry Department Split, in land registry 16082, cad. SPLIT, and specifically 16. Co-ownership share: 106/5274 CONDOMINIUM (E-16) part, which is a co-ownership share associated with a specific part of the building and essentially represents a commercial space on the ground floor, marked as no. 1, with an area of 106.48 sqm, which is inseparably linked to the corresponding co-ownership share of the entire property marked as cad. ZEM 9037/11, BUILDING, YARD area 1567 sqm, of which BUILDING, LOVRETSKA 10, 12, 14, 16 area 897 sqm, YARD area 670 sqm,

3) Split Municipal Court, Land Registry Department Split, in land registry 16082, cad. SPLIT, and specifically 17. Co-ownership share: 103/5274 CONDOMINIUM (E-17) part, which is a co-ownership share associated with a specific part of the building and essentially represents a commercial space on the ground floor, marked as no. 2, with an area of 102.82 sqm, which is inseparably linked to the corresponding co-ownership share of the entire property marked as cad. ZEM 9037/11, BUILDING, YARD area 1567 sqm, of which BUILDING, LOVRETSKA 10, 12, 14, 16 area 897 sqm, YARD area 670 sqm,

4) Sesevete Municipal Court, Land Registry Department Sesevete, in land registry 3968, cad. SESVETE NOVO, marked as cad. 7241/5, Number D.L. 52, LJUDEVITA POSAVSKOG STREET with a total area of 3553 sqm, of which YARD area 3223 sqm, BUILDING, SESVETE, LJUDEVITA POSAVSKOG STREET 7 area 330 sqm.

During the loan utilization period, the Borrower undertakes to ensure the real estate from the preceding paragraph of this article against the risk of fire and other hazards to its actual value, and to endorse the insurance policy in favor of the Lender.

10.2. To secure the repayment of the loan and the fulfillment of all obligations under this Agreement, the Borrower undertakes, prior to the loan disbursement, to provide the Lender with:

- 6 (in words: six) promissory notes (documents prepared in accordance with Article 214 of the Enforcement Act and the Regulation on the Form and Content of Promissory Notes) each in the amount of 1,000,000 EUR (in words: one million euros),
- 1 (in words: one) promissory note (document prepared in accordance with Article 214 of the Enforcement Act and the Regulation on the Form and Content of Promissory Notes) in the amount of 600,000 EUR (six hundred thousand euros).

The promissory notes must be notarized by a notary public.

10.3. The Borrower authorizes the Lender to fill in the promissory notes from the preceding paragraph of this article in accordance with legal regulations and to use them for the collection of all due claims under this Agreement, as well as for the collection of all other due claims of the Lender against the Borrower, especially regarding insurance premiums, on a date chosen by the Lender through enforcement proceedings in accordance with legal regulations, all at the expense of the Borrower.

10.4. The contracting parties expressly agree that all the aforementioned security instruments in this article secure the entire claim of the Lender under this Agreement.

Article 11

The Lender may subsequently, during the term of the loan until final repayment, request from the Borrower the delivery (implementation) of any other instrument of securing the repayment of the loan and payment obligations under this Agreement, and the Borrower undertakes to deliver such instruments to the Lender (implement them).

Article 12

In case of early repayment of the loan at the initiative of the Borrower, the Lender reserves the right to calculate the fee for early repayment of the loan, in accordance

with the Decision of the Lender's competent body, at the rate of 1.00% (one percent) of the loan amount that is repaid before maturity. The Lender will provide the Borrower with a separate invoice for the calculated fee, and the Borrower undertakes to pay the calculated fee within 8 (eight) days from the date of delivery of the invoice.

Article 13

During the use of the loan until final repayment, the Borrower undertakes to promptly inform the Lender of any changes in its status, organizational structure, or legal position, and upon the Lender's request, provide documentation and information regarding its operations, particularly excerpts from the court registry, signature registration at the bank where it holds the primary operating account, business reports, creditworthiness information, etc.

Article 14

The Contracting Parties agree that the business records of the Lender and other evidentiary means available to the Lender shall serve as evidence of the amount of any claim under this Agreement.

The Borrower waives the right of compensation, the right of retention and any other rights against the Lender.

Article 15

Amendments to this Agreement shall only have legal effect if made in writing.

If, at any time, any provision of this Agreement becomes void or unenforceable in any respect, this shall not affect the validity and enforceability of the remaining provisions of this Agreement. The Contracting Parties shall endeavor to replace the invalid or unenforceable provision with another, valid and enforceable, that will achieve the purpose they tried to achieve with the invalid or unenforceable provision to the greatest extent possible.

Article 16

The Contracting Parties agree that this Agreement is a commercial agreement.

The Contracting Parties will try to resolve any dispute which may arise from this Agreement amicably, and if not possible, they agree to the jurisdiction of the Commercial Court in Zagreb.

Article 17

This Agreement shall enter into force upon the date of its execution.

This Agreement has been produced and signed in four (4) original copies of which the Lender and the Borrower receive two copies each.

THE LENDER:

CROATIA INSURANCE COMPANY Plc

Davor Tomašković,
President of the Management Board

Luka Babić,
Member of the Management Board

THE BORROWER:

CORE 1 d.o.o.

Tomislav Kalafatić,
Director