
REAL ESTATE PURCHASE AGREEMENT

No. 1/2024

is entered into between the following parties

CROATIA INSURANCE COMPANY Plc.

as the Seller

and

Core 1 d.o.o.

as the Buyer

on ____ . _____ 2024.

This Real Estate Purchase Agreement number 1/2024 (*hereinafter referred to as the Agreement*)

is entered into between:

CROATIA osiguranje d.d., Zagreb, Vatroslava Jagića 33, OIB 26187994862, represented by Davor Tomašković, President of the Management Board, and Luka Babić, Member of the Management Board, as the seller on one side (*hereinafter referred to as the Seller or CROATIA osiguranje*)

and

Core 1 d.o.o., OIB: 79593457639, Miramarska cesta 22, represented by Tomislav Kalafatić, Director, as the buyer on the other side (*hereinafter referred to as the Buyer or Core 1*)

(The Seller and the Buyer hereinafter collectively referred to as: Contracting Parties)

PREAMBLE

The Contracting Parties enter into this Agreement based on the following premises:

- CROATIA osiguranje is a leading insurance company in Croatia with a significant presence in the region, primarily engaged in non-life and life insurance activities as well as reinsurance operations;
- In its past operations, CROATIA osiguranje has been involved in real estate management activities within its ownership as one of its business activities;
- CROATIA osiguranje recognizes the market potential of real estate management, which includes but is not limited to acquisition, development, utilization, and potential sale of real estate, as distinct highly specialized market activities;
- The Contracting Parties are part of the same business group, where CROATIA osiguranje holds a 100% stake in Core 1 company;
- Core 1 company has specialized in real estate management activities within its ownership in its past development.

Given the above in the Preamble, the Contracting Parties have agreed as follows

Article 1

The Seller is selling, and the Buyer is purchasing a property registered in the land registry of the Municipal Court in Kutina, Land Registry Department Kutina, in land register folio number 360, cadastral municipality BANOVA JARUGA, specifically:

- Co-ownership share: 3/10 part, which is inseparably connected to the corresponding co-ownership share of the entire property identified as land registry parcel 807/1, HOUSE, YARD, AND FIELD IN KONAČINE, with an area of 481 square meters (hereinafter referred to as the 'property').

It is established that in the land registry, the branch of the Seller, CROATIA OSIGURANJE D.D., ZAGREB, BRANCH KUTINA, is registered as a co-owner of the property. Said branch has been abolished, and the Seller attaches an extract from the court registry as evidence.

The property is in Banova Jaruga, at Stjepana Radića 2.

Article 2

The Contracting Parties agree unanimously on the purchase price of the Property in the amount of EUR 12,900.00 (in words: twelve thousand nine hundred euros).

The Buyer undertakes to pay the purchase price amount specified in this article to the Seller to the bank account with IBAN HR94 2340 0091 1005 5500 8 held at Privredna banka Zagreb d.d., within 30 (thirty) days from the date of certification of the Seller's signature on this Agreement.

Article 3

It is established that the sale of the Property is conducted on the principle of *'as is'*, and that the Buyer is familiar with its condition, both in terms of its physical state and its land registry and legal status. The Contracting Parties unanimously waive all subsequent objections and claims by the Buyer for any potential deficiencies in the Property

Article 4

The Seller warrants that the Property referred to in Article 1 of this Agreement is its sole ownership and that there are no rights of the Seller and/or any third party that exclude, reduce, or limit any right of the Seller and/or any right of the Buyer under this Agreement, particularly that the Property is not encumbered by any burdens or other extrajudicial or land registry rights that would be detrimental to the Buyer.

Article 5

The Buyer confirms that they have reviewed the energy certificate of the Property, which the Seller will provide to the Buyer in original form upon handing over possession.

Article 6

The Seller undertakes to transfer the Property into the possession of the Buyer within 8 (eight) days from the date of payment of the purchase price.

Article 7

All accrued expenses that burdened the Property and arose before the handover of the Property to the Buyer, including those whose payment falls due after the Buyer's possession, and relate to the period before their possession, shall be borne by the Seller. Afterward, all costs related to the use and maintenance of the Property shall be borne by the Buyer, who is obliged, immediately after the handover, to inform all service providers of the change in ownership of the Property.

Article 8

The Seller hereby grants the Buyer the authority, pursuant to the terms of this Agreement, to immediately and unconditionally request and obtain the registration of ownership rights to the Property in the land registry and cadastre in their name, without any further questioning or consent from the Seller.

Article 9

All costs and expenses incurred in connection with the conclusion of this Agreement, as well as all tax obligations and the costs of registering the Property in favor of the Buyer, shall be borne by the Buyer.

Article 10

Any disputes arising under this Agreement shall be endeavored to be resolved amicably by the Contracting Parties; otherwise, they agree to the jurisdiction of the competent court.

Article 11

The Contracting Parties mutually declare that this Agreement represents their true will, and they have conscientiously and thoughtfully drafted it without any deception or coercion.

If any provisions of this Agreement become void, voidable, or otherwise invalid for any reason, it shall not affect the validity of the other provisions of this Agreement or the validity of the Agreement as a whole. In such a case, the invalid or otherwise invalid provision shall automatically be deemed replaced by a valid provision that corresponds to the commercial purpose of the invalid or otherwise invalid provision.

This Agreement shall enter into force on the date of certification of the Seller's signature by a notary public.

All notices provided for in this Agreement shall be delivered in writing to the addresses of the Contracting Parties.

The Contracting Parties agree that any amendments and supplements to this Agreement shall be made exclusively in writing, and that any contractual agreement in another form is invalid.

Article 12

This Agreement has been produced in 2 (two) identical copies, of which the Buyer retains the original certified by a notary public, and 1 (one) copy is for the needs of the

notary public. The notary public will prepare 2 (two) certified copies of this Agreement for each Contracting Party.

The Seller:

CROATIA INSURANCE COMPANY Plc.

Davor Tomašković, President of the
Management Board

Luka Babić, Member of the
Management Board

The Buyer:

Core 1 d.o.o.

Tomislav Kalafatić, Director