PLIMA

"PLIMA DESIGN" d.o.o.

PLIMA DESIGN d.o.o. Tivat
PIB: 03303268
ŽR: 520-40774-70 HPB
T: +38269495007
+38268550220
E: office.plimadesign@gmail.com

Broj projekta: IR 01-05/25
Datum izrade: VI- 2025.god.

OBRAZAC 1

Elektronski potpis projektanta	Elektronski potpis revidenta	Elektronski potpis nadležnog organa za izdavanje građevinske dozvole

INVESTITOR[1] "Lustica Development" AD Tivat

OBJEKAT[2] Privremeni montažno demontažni objekat;

LOKACIJA[3] Otvoreni šank sa terasom
13.A.1 na dijelu K.P. br.1117/1 KO Radovići

Opština Tivat

DIO TEHNIČKE DOKUMENTACIJE[4] **IDEJNO REŠENJE** ;

AUTOR PROJEKTA[5] Msc Velimirović Filip, dipl.inž.arh.

PROJEKTANT[6] **PLIMA DESIGN DOO**

ODGOVORNO LICE[7] Milica Samardžić, d.a.u.a.

VODEĆI PROJEKTANT[8] Msc Velimirović Filip, dipl.inž.arh.

ODGOVORNI PROJEKTANT[9] Msc Velimirović Filip, dipl.inž.arh.

SARADNICI NA PROJEKTU[10]

[1] Naziv/ime investitora
[2] Naziv objekta koji se gradi
[3] Mjesto gradnje, planski dokument, urbanistička parcela, katastarska opština, katastarska parcela
[4] Idejno rješenje, idejni projekat, glavni projekat, projekat izvedenog stanja, projekat održavanja
[5] Ime i prezime autora projekta
[6] Naziv privrednog društva, pravnog lica odnosno preduzetnika koji je izradio tehničku dokumentaciju, adresa
[7] Ime i prezime odgovornog lica u privrednom društvu ili pravnom licu ili ime i prezime preduzetnika
[8] Ime i prezime vodećeg projektanta
[9] Ime i prezime odgovornog projektanta
[10] Ime i prezime saradnika na izradi dijela tehničke dokumentacije

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roj projekta IR 01-05/25
Datum izrade VI -2025.god.

Elektronski potpis projektanta	Elektronski potpis revidenta	Elektronski potpis nadležnog organa za izdavanje građevinske dozvole
Digitally signed by FILIP VELIMIROVIĆ (Potpis) Date: 2025.07.03 01:07:59 +02'00'		

INVESTITOR[1] "Lustica Development" AD Tivat

OBJEKAT[2] Privremeni montažno demontažni objekat; Otvoreni šank sa terasom

LOKACIJA[3] 13.A.1 na dijelu K.P. br.1117/1 KO Radovići

Opština Tivat

VRSTA TEHNIČKE DOKUMENTACIJE[4] **ARHITEKTONSKI PROJEKAT**

AUTOR PROJEKTA[5] Msc Velimirović Filip, dipl.inž.arh.

PROJEKTANT[6] **PLIMA DESIGN DOO**

ODGOVORNO LICE[7] Milica Samardžić, d.a.u.a.

VODEĆI PROJEKTANT[8] Msc Velimirović Filip, dipl.inž.arh.

ODGOVORNI PROJEKTANT[9] Msc Velimirović Filip, dipl.inž.arh.

SARADNICI NA PROJEKTU[10]

[1] Naziv/ime investitora
[2] Naziv objekta koji se gradi
[3] Mjesto gradnje, planski dokument, urbanistička parcela, katastarska opština, katastarska parcela
[4] Idejno rješenje, idejni projekat, glavni projekat, projekat izvedenog stanja, projekat održavanja
[5] Ime i prezime autora projekta
[6] Naziv privrednog društva, pravnog lica odnosno preduzetnika koji je izradio tehničku dokumentaciju, adresa
[7] Ime i prezime odgovornog lica u privrednom društvu ili pravnom licu ili ime i prezime preduzetnika
[8] Ime i prezime vodećeg projektanta
[9] Ime i prezime odgovornog projektanta
[10] Ime i prezime saradnika na izradi dijela tehničke dokumentacije

SADRŽAJ : broj projekta IR 01-05/25

Naslovna strana - Obrazac br.1

I OPŠTA DOKUMENTACIJA

1. Opšti podaci o objektu;
2. Projektni zadatak;
3. Sadržaj tehničke dokumentacije;
4. Sadržaj pojedinih dijelova tehničke dokumentacije;
5. Ugovor između Investitora i Projektanta;
6. Podaci o projektantu;
7. Licenca projektanta;
8. Dokaz o osiguranju od profesionalne odgovorosti projektanta;
9. Urbanističko-tehnički uslovi;
10. Tehnički opis za objekat.

PROJEKTNI ZADATAK - PROGRAM INVESTITORA

1. Uvod

Izrada Idejnog rjesenja(IR) za montažno-demontažni privremeni objekat ugostiteljske namjene - otvoreni šank sa terasom. Prizemna spratnost, lokacija na parceli 13.A.1 na dijelu K.P. br.117/1 KO Radovići u zahvatu programa privremenih objekata u zoni morskog dobra za Opštinu Tivat za period 2024-2028.

Idejno rješenje izraditi u svemu prema UT Uslovima broj 06-333/24-6048/2 izdatim od strane Ministarstva prostornog planiranja, urbanizma i državne imovine, te projektnom zadatku investitora, geodetskom snimku parcele, te na osnovu Zakona o planiranju prostora i izgradnji objekata ("SI.list CG", br. 64/17od 06.10.2017, 044/18 od 06.07.2018,063/18 , 11 /19 i 82/20) , Zakona o izmjenama i dopunama zakona o planiranju prostora i izgradnji objekata (,,SI.list CG" br.082/20) i Pravilnika o nacinu izrade i sadrz.ini tehnicke dokumentaciji za gradenje objekata (SI.list CG 044/18 i 043/19) sa potrebnim sadrzajima.

2. Cilj i svrha izrade tehnicke dokumentacije

Cilj i svrha izrade tehnicke dokumentacije je postavljenje privremenog objekta, odnosno obezbjedivanje Saglasnosti na Idejno rjesenje.

3. Predmet tehnicke dokumentacije

Predmet tehnicke dokumentacije je Analiza lokacije, UTU-a, Elaborata o parcelaciji i Geodetskog snimka dijela lokacije (obezbjeduje Investitor}, Konceptualnog i Idejnog rjesenja te u sadrzaju definisanim Zakonom i Ugovorom o projektovanju i usvojenom Ponudom projektanta. Planirani objekat sastoji se od otvorenog natrkivenog šanka i terase. U sklopu šanka je potrebno smjestiti aparate za usluživanje pića. frižider, točilicu i ostalu opremu. Ispred objekta nalazi se terasa pokrivena dekingom za smještaj stolova i stolica zaštićenih sunvobranima.

4. Projektant "PLIMA DESIGN" d.o.o.

5. Potpisi i ovjera Investitora

INVESTITOR:

10.05.2025. godine

SADRŽAJ POJEDINIH DJELOVA TEHNIČKE DOKUMENTACIJE

PODACI O PROJEKTANTU

ponuda za izradu tehničke dokumentacije

06/1-5/25

Klijent: LUŠTICA DEVELOPMENT AD

PLIMA DESIGN d.o.o. Tivat

PIB: 03303268
PDV: 91/31-02595-2
ŽR: 520-40774-70 HPB

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usluga	neto cijena
Izrada idejnog rješenja i glavnog projekta za otvoreni šank sa terasom na lokaciji **13.A.1 (KP.br.1117/1, KO Radovići)**	
arhitektura	
konstrukcija	
jaka struja	
vik	
elaborat PPZ	
revizija	
POVRŠINA PLANIRANOG OBJEKTA: 9+65m²	
CIJENA:	
Ukupno za uplatu	

Napomena: Ponuda se odnosi na izradu tehničke dokumentacije za idejno rješenje i glavni projekat. Obuhvata idejno rešenje sa 3D prikazom budućeg izgleda kao i glavni projekat sa pripadajućim fazama i revizijom.

Rok za izradu idejnog rešenja je 5 radnih dana od dana prijema svih ulaznih podataka dok je rok za izradu glavnog projekta do 10 radnih dana od dana dobijanja saglasnosti na idejno rješenje.

Plaćanje se vrši avansno 50% a preostalih 50% se uplaćuje po prijemu izvođačkog projekta.

Potvrđujemo uslove iz ponude:

Izvršni direktor

MP

PLIMA DESIGN
DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU
TIVAT

Sastavio:

Msc Filip Velimirović, d.i.a.

UGOVOR
O PROJEKTOVANJU

br.05-1/2025

Zakljucen 10.05.2025.godine, u Tivtu, izmedu:

Naručilac: Lustica development AD, 85323 Radovici, Tivat

Projektant: "PLIMA DESIGN" doo Tivat ul.IV Kalimanjska, br.3 PIB 03303268, sa druge strane (u daljem tekstu: Projektant), koga zastupa izvrsni direktor Milica Samardžić, sa JMBG 1010989237003.

Uvodne odredbe:

Ugovorne strane saglasno utvrđuju da je Narucilac usvojio ponudu Projektanta koja se odnosi na izradu Idejnog rješenja privremenog objekta u zahvatu Morskog dobra, a na lokaciji:13.A.1 na dijelu K.P. br.117/1 KO Radovići

Narucilac je duzan da prije pocetka posla dostavi iii omoguci projektantu geodetski snimak parcela u elektronskom formatu i ovjerenu kopiju, kopiju plana i list nepokretnosti ne starije od 6 mjeseci, elaborat geomehanike pred pocetak izrade Glavnog projekta, kao i projektni zadatak ovjeren od strane Narucioca.
Na osnovu usvojene ponude ugovaraci, prema navedenoj ponudi iz prethodnog stava, zaključuju ugovor kako slijedi:

Clan 1 - PREDMET UGOVORA

Zakljucenjem ugovora Narucilac povjerava Projektantu, a Projektant prihvata da izradi projektnu dokumentaciju za montažno-demontažni privremeni objekat sa terasom.

Projektna dokumentacija se radi prema vazećim UT uslovima broj 0210-604/23-1-Up izdatim od strane JPMD dana 01.06.2023. godine.

Sadrzina predmeta ugovora:

1. "IDEJNO RJESENJE" (IR): komplet dizajn objekata, prikazani projektnom dokumentacijom neophodnim za projekat Idejnog rjesenja (situacija, osnove objekta, fasade...). Kompletana dokumentacija je izradena u legalnim softverima Archi CAD 24 i Auto CAD 2010. Svrha idejnog rjesenja nije dobijenje gradevinske dozvole, vec dobijanje saglasnosti Narucioca, Glavnog gradskog arhitekte/ili upotreba u off-plan prodaji, kao i upotreba u svrhe razrade glavnog projekta na osnovu kojeg se dobija gradevinska dozvola.

NARUCILAC PROJEKTANT

Clan 2 - UGOVORENA CIJENA I NACIN PLACANJA

Ugovorne strane su se saglasile da ugovorena cijena za izvrsenje poslova bude u skladu sa ponudom 01-05/2025. Placanje po ovom Ugovoru vrsi Narucilac. bezgotovinskim putem, prebacivanjem novcanih sredstava na ziro racun Izvrsioca.

CLAN 3 - ROKOVI OBAVLJANJA RADOVA

Projektant je obavezan da usluge iz ovog ugovora zavrsi u sledecim rokovima:

Period od maksimum 30 dana za Idejno rjesenje od potpisivanja ugovora. tj. uplate avansa i dostavljanja neophodne dokumentacije prema uvodnoj odredbi ovog ugovora.

Period razmatranja projekta tj.rjesenja poslatih od Izvrsioca, od strane Narucioca ne ulazi u rok iste.

CLAN 4 - PRAVA I OBAVEZE STRANA

Projektant se obavezuje:

Projektant se obavezuje da predmetne poslove izradi u ugovorenom roku, strucno i kvalitetno u skladu sa zakonskim i tehnickim propisima koji se odnose na ovu vrstu posla, i projekat preda u digitalnoj formi u pdf formatu. Projektant ne izrađuje geodetsku podlogu.

Narucilac se obavezuje:

Da ucestvuje, zajedno sa Projektantom (ako je to neophodno), u usaglasavanju dokumentacije sa nadleznim drzavnim organima i organima lokalne samouprave.
Da plati Izvrsiocu radove, koje je izvrsio u obimu. u skladu ovog Ugovora i na nacin, predvidjen Ugovorom.
Da obezbedi izvrsavanje drugih obaveza, predvidjenih zakonima Crne Gore.
Da dostavi Projektantu svu neophodnu dokumentaciju u svakoj fazi pravljenja projektne dokuryientacije.
Narucilac ima pravo:
Da koristi dokumentaciju dobijenu od Izvrsioca, u svom interesu, da raspolaze njom na bilo koji nacin, koji nije zabranjen zakonima Crne Gore, ukljucujuci to, da je predaje trecim licima i da objavljuje podatke, sadrzane u njoj, bez naknadnog informisanja i/ili dogovarnja sa Projektantom.

NARUČILAC PROJEKTANT

ČLAN 5 – SARADNJA

Ugovorne strane će zajedničkim snagama, davati sve od sebe I u najboljem duhu sprovoditi ovaj ugovor.

Sprovodenje usluga iz clana 2 ce biti pracene u bliskoj saradnji sa Naruciocem posla.

Projektant ce informisati Narucioca o svakoj bitnoj fazi sprovodenja ugovorenih usluga, omogucujuci Naruciocu uvid u njegov rad.

ČLAN 6 - ZASTITA AUTORSKIH PRAVA

Dizajn, konceptualno rjesenje, idejno rjesenje i Glavni projekat u istom smatraju se intelektualnom svojinom Projektanta, pa se Narucilac posla potpisom na ovaj Ugovor obavezuje da istu izvede u svemu kako je predvideno idejnim rjesenjem.

Naruciocu se odobrava, u svrsi marketinga, da koristi osnove iz Idejnog rjesenja, kao i 3d modele eksterijera i enterijera (website, brosure ...)

Projektant po ovom Ugovoru, nije ovlascen da jednom zavrsenu projektnu dokumentaciju prodaje, proslijeduje i/ili koristi za izradu projekata trecim licima u granicama dizajna, izgleda i funkcionalnog rasporeda objekata, sto bi uticalo na jedinstvenost izgleda konacnog proizvoda po ovom Ugovoru.

Obje Ugovorne strane zadrzavaju u cjelosti pravo da Projektnu dokumentaciju, dizajn i konacni izgled proizvoda koriste u marketinske svrhe, I takode kao osnovu za razradu glavnog projekte.

ČLAN 7 - ROK VAZENJA UGOVORA

Ovaj Ugovor stupa na snagu i smatra se zakljucenim od datuma, kada ga potpisu ovlasceni predstavnici obeju Strana.

Strane imaju pravo da prevremeno raskinu ovaj Ugovor na nacin i pod uslovima, predvidjenim zakonima Crne Gore i uslovima ovog Ugovora.

Pri tome Projektant ima pravo da zahteva placanje obavljenih radova samo u onom obimu, u kojem ih je primio Narucilac u skladu sa ovim Ugovorom u trenutku njegovog taskidan-ja, i-uz pcstovanje zakona Crne Gore.

Ugovorne strane su saglasne da izmjene i dopune ugovora vrse uz obostranu saglasnost i u ·pismenoj formi.

ČLAN 8 - ODGOVORNOST UGOVORNIH STRANA

Za neizvrsavanje iii neodgovarajuce izvrsavanje obaveza po Ugovoru, Ugovorne Strane snose odgovornost u skladu sa zakonskim rjesenjima Crne Gore.

Projektant snosi odgovornost pred Naruciocem za kvalitet, sastav, sadrzaj i obim obavljenih po ovom Ugovoru radova i razradjene dokumentacije, u skladu sa uslovima ovog Ugovora.

Nadoknada gubitaka po ovom Ugovoru ne oslobadja Ugovorne Strane odgovarajuceg izvrsavanja svojih obaveza po njemu u potpunosti. Svi naknadni radovi bice precizirani u eventualnim aneksima na ovaj Ugovor.

NARUČILAC

PROJEKTANT

ČLAN 9 – NAČIN REŠAVANJA SPOROVA PO UGOVORU

Ugovorne strane su saglasne da eventualne sporove i druga pitanja do kojih dođe tokom sprovođenja ugovora rešavaju prijateljski i u duhu dobriih poslovnih običaja.

Sve sporove, koji nastanu prilikom izvršavanja Ugovora i koji proističu iz njega, Ugovorne Strane će da rješavaju putem razgovora (maksimalni rok - 15 (petnaest) kalendarskih dana). U slucaju da Ugovorne Strane ne postignu sporazum u toku razgovora, kao i u slucaju da se medju Ugovornim Stranama pojave nerjesivi nesporazumi, spor ce rjesavati Osnovni sud u Kotoru.

Ugovor je sacinjen u cetiri primjerka, koja imaju jednaku pravnu snagu, po dva za svaku od Ugovornih Strana.

NARUČILAC:

LUSTICA DEVELOPMENT AD

Izvršni direktor

PROJEKTANT

PLIMADESIGN d.o.o. Tivat

Izvršni direktor

01_ ARHITEKTONSKI PROJEKAT

IZVOD IZ CENTRALNOG REGISTRA PRIVREDNIH SUBJEKATA UPRAVE PRIHODA I CARINA

Registarski broj **S - 0922532 / 002** Datum registracije: 25.02.2020.

PIB: **03303268** Datum promjene podataka: 31.12.2021.

DOO "PLIMA DESIGN" ZA PROIZVODNJU, PROMET I USLUGE, EXPORT-IMPORT - TIVAT

Broj važeće registracije: /002

Skraćeni naziv: PLIMA DESIGN
Telefon: +38269495007
eMail: office.plimadesign@gmail.com
Web adresa:
Datum zaključivanja ugovora: 20.02.2020.
Datum donošenja Statuta: 20.02.2020. Datum promjene Statuta: 24.12.2021.
Adresa glavnog mjesta poslovanja: IV KALIMANJSKA BR. 3 TIVAT
Adresa za prijem službene pošte: IV KALIMANJSKA BR. 3 TIVAT
Adresa sjedišta: IV KALIMANJSKA BR. 3 TIVAT
Pretežna djelatnost: 7112 Inženjerske djelatnosti i tehnicko savjetovanje
Obavljanje spoljno-trgovinskog poslovanja: DA
Oblik svojine: Privatna
Porijeklo kapitala: Domaći
Upisani kapital: 100,00Euro (Novčani 100,00Euro, nenovčani 0,00Euro)

OSNIVAČI:

MILICA SAMARDŽIĆ 1010989237003 CRNA GORA
Uloga: Osnivač
Udio: 100% Adresa: IV KALIMANJSKA BR.3 TIVAT CRNA GORA

LICA U DRUŠTVU:

MILICA SAMARDŽIĆ 1010989237003 CRNA GORA

Adresa: IV KALIMANJSKA BR.3 TIVAT CRNA GORA

Uloga: Izvršni direktor

Ovlašćenja u prometu: Neograničeno ( )

Ovlašćen da djeluje: POJEDINAČNO ( )

Izdato: 29.07.2022 godine u 12:12h **MP**

Načelnica

Gordana Nestorović

Crna Gora
Ministarstvo ekologije,
prostornog planiranja i urbanizma

Adresa: IV proleterske brigade broj 19
81000 Podgorica, Crna Gora
tel: +382 20 446 200
fax: +382 20 446 215

Broj: UPI 12-332/22-58/2
Podgorica, 03.03.2022. godine

DOO "PLIMA DESIGN"

TIVAT
IV Kalimanjska, br. 3

U prilogu ovog akta, dostavljamo vam rješenje, broj i datum gornji.

OVLAŠĆENO SLUŽBENO LICE

Olivera Živković

Crna Gora Ministarstvo ekologije, prostornog planiranja i urbanizma PODGORICA

Crna Gora
Ministarstvo ekologije,
prostornog planiranja i urbanizma

Adresa: IV proleterske brigade broj 19
81000 Podgorica, Crna Gora
tel: +382 20 446 200
fax: +382 20 446 215

Broj: UPI 12-332/22-58/2
Podgorica, 03.03.2022. godine

Ministarstvo ekologije, prostornog planiranja i urbanizma, postupajući po zahtjevu privrednog društva DOO "PLIMA DESIGN" TIVAT, PIB: 03303268, broj UPI 12-332/22-58/1 od 04.02.2022. godine, za izdavanje licence za projektanta i izvođača radova, na osnovu člana 135 Zakona o planiranju prostora i izgradnji objekata ("Službeni list CG", br. 64/17, 44/18, 63/18, 11/19 i 82/20), člana 13 Uredbe o organizaciji i načinu rada državne uprave ("Službeni list CG", br. 118/20, 121/20, 01/21 i 02/21) i čl. 18 i 46 stav 1 Zakona o upravnom postupku ("Službeni list CG", br. 56/14, 20/15, 40/16 i 37/17), po ovlašćenju ministra br. 01-2434/1 od 19.05.2021. godine, donijelo je

R J E Š E NJ E

Privrednom društvu **DOO "PLIMA DESIGN" TIVAT, PIB: 03303268,** izdaje se

LICENCA

projektanta i izvođača radova

na period od **pet godina.**

O b r a z l o ž e nj e

Aktom broj UPI 12-332/22-58/1 od 04.02.2022. godine, ovom organu, obratilo se privredno društvo DOO "PLIMA DESIGN" TIVAT, PIB: 03303268, pretežna djelatnost - 7112 - Inženjerske djelatnosti i tehničko savjetovanje, zahtjevom za izdavanje licence za projektanta i izvođača radova. Uz zahtjev, privredno društvo je priložilo sljedeće dokaze:

1) rješenje broj UPI 072/7-16/2 od 29.01.2020. godine, kojim je **Filipu Velimiroviću, Master inženjer arhitekture,** izdata licenca ovlašćenog inženjera za obavljanje djelatnosti izrade tehničke dokumentacije i građenje objekata, donijeto od strane Ministarstva održivog razvoja i turizma;
2) ugovor o radu sa Filipom Velimirovićem, od 15.11.2021. godine, na neodređeno vrijeme;
3) izvod iz Centralnog registra privrednih subjekata, registarski broj 5 - 0922532 / 002.

Ministarstvo ekologije, prostornog planiranja i urbanizma razmotrilo je podnijeti zahtjev sa priloženom dokumentacijom i odlučilo kao u dispozitivu rješenja a ovo iz sljedećih razloga:

Odredbom člana 122 stav 1 Zakona o planiranju prostora i izgradnji objekata propisano je, u bitnom, da je privredno društvo koje izrađuje tehničku dokumentaciju (projektant), odnosno privredno društvo koje gradi objekat (izvođač radova), dužno da za obavljanje djelatnosti izrade tehničke dokumentacije, dijela tehničke dokumentacije odnosno građenje ili izvođenje

pojedinih vrsta radova na građenju objekata, ima najmanje jednog zaposlenog ovlašćenog inženjera po vrsti projekta koji izrađuje i to za: arhitektonski, građevinski, elektrotehnički i mašinski projekat, odnosno vrsti radova koje izvodi na osnovu tih projekata. Stavom 2 prethodno navedenog člana propisano je da obavljanje pojedinih poslova iz prethodnog stava projektant, odnosno izvođač radova može da obezbijedi na osnovu zaključenog ugovora sa drugim privrednim društvom koje ima zaposlenog ovlašćenog inženjera za određenu vrstu projekta odnosno radova.

Dalje, članom 137 stav 2 prethodno navedenog zakona propisuje se da se licenca za privredno društvo izdaje za period od pet godina.

Prema članu 5 Pravilnika o načinu i postupku izdavanja, mirovanja licence i načinu vođenja registra licenci ("Službeni list CG", br. 79/17 i 78/21), propisano je da se u postupku izdavanja licence projektanta i izvođača radova provjerava: 1) da li podnosilac zahtjeva u radnom odnosu ima zaposlenog ovlašćenog inženjera; i 2) licenca ovlašćenog inženjera.

Odredbom člana 136 stav 4 Zakona o planiranju prostora i izgradnji objekta propisano je da je imalac licence dužan da obavijesti ministarstvo o svim promjenama uslova na osnovu kojih je izdata licenca za obavljanje djelatnosti, u roku od 15 dana od dana nastanka promjene.

Postupajući po predmetnom zahtjevu, ministarstvo je, na osnovu raspoloživih dokaza, utvrdilo da su ispunjeni uslovi propisani zakonom i pravilnikom, i odlučilo kao u dispozitivu rješenja.

UPUTSTVO O PRAVNOJ ZAŠTITI: Protiv ovog rješenja može se pokrenuti upravni spor tužbom kod Upravnog suda, u roku od 20 dana od dana prijema istog.

Crna Gora
Ministarstvo ekologije, prostornog planiranja i urbanizma
PODGORICA

OVLAŠĆENO SLUŽBENO LICE

Olivera Živković

SAVA OSIGURANJE

RAČUN broj F-95286/24

PLIMA DESIGN DOO

IV KALIMANJSKA 3

85320 TIVAT GRAD

PIB: 03303268

MB: 03303268

Org.dio: Odjeljenje za korporativne klijente
Mesto: PODGORICA_GRAD
Datum fakture: 27.07.2024.
Datum polise: 27.07.2024.
Datum valute: 27.07.2024.

R. br.	Broj polise ili drugog dokumenta	Vrsta osiguranja	Šifra	Obračunski period	Rata broj	Premija
1.	POL-00264129	Osiguranje od projektantske odgovornosti	1310	28.07.24.-28.07.25.	0	196,83 EUR
		Porez za neživotna osiguranja 9 %				17,71 EUR

Osnovica za obracun poreza	196,83 EUR
Porez za neživotna osiguranja 9.00%	17,71 EUR
Ukupna vrijednost sa porezom	**214,54** EUR

Slovima: dvestotinecetrnaest i 54/100 EUR

Oslobođeni plaćanja PDV-a u skladu sa članom 27. Zakona o PDV-u

Rok za plaćanje po ovom računu (fakturi) je datum fakture. Ukoliko je ugovoreno plaćanje premije u ratama, rok dospjeća svake pojedinačne rate je u skladu sa ugovorenim rokovima plaćanja koji su navedeni na računu (fakturi).

U slučaju prekoračenja ugovorenog roka plaćanja, Osiguravač može zaračunati zakonsku zateznu kamatu, a u slučaju neplaćanja jedne ugovorene rate u predviđenom roku, cijeli preostali dug može proglasiti dospjelim.

Faktura je važeća bez pečata

Plaćanje izvršiti na jedan od računa
- Erste Bank ad Podgorica, žiro račun broj: 540-394-30;
- Hipotekarna banka ad Podgorica, žiro račun broj: 520-528105-61;
- NLB banka ad Podgorica, žiro račun broj: 530-12245-41;
- Lovćen banka ad Podgorica, žiro račun broj: 565-84-29.

poziv na broj POL-00264129

Fakturista

Odgovorno lice

OBNOVA / ZAMENA POLISE:	
POL-00225757	
Tip obnove:	Obnova
Broj ponude:	PON-028932/24

POLISA - RAČUN POL-00264129

Zastupnik:	Dragaš Goran, 81-032		
Ugovarač			
Naziv	PLIMA DESIGN DOO	MB	03303268
Adresa	IV KALIMANJSKA 3, 85320 TIVAT_GRAD, Crna Gora	Telefon	0038269495007
Trajanje:	Godišnje osiguranje		
Period osiguranja	28.07.2024 (24:00) - 28.07.2025 (24:00)	Period obračuna	28.07.2024 - 28.07.2025

Predmet osiguranja: Profesionalna odgovornost projektanata: Osiguranje pokriva odštetne zahtjeve naručioca usluga ili trećih lica, uključujući i direktne finansijske gubitke/štete, koji su posljedica stručne greške osiguranika koji posjeduje licencu projektanta i izvođača radova izdatu od strane Ministarstva ekologije, prostornog planiranja i urbanizma: UPI 12-332/22-58/2, pri obavljanju djelatnosti izrade projektne (tehničke) dokumentacije, a za koje osiguranik odgovara na osnovu zakona u skladu sa uslovima osiguranja.
Vrsta projektovanja: Arhitektonsko
Planirani godišnji prihod:50.000

Vrsta osiguranja:	Osiguranje od projektantske odgovornosti	Šifra:	1310
Osiguranik			
Naziv	PLIMA DESIGN DOO	MB	03303268
Adresa	IV KALIMANJSKA 3, 85320 TIVAT_GRAD, Crna Gora	Telefon	0038269495007

Suma osiguranja

Uloga	Način ugovaranja	Iznos
Jedinstvena suma osiguranja	Na sumu osiguranja	100.000,00

Franšiza

Franšiza	Odbitna franšiza iznosi 10% od priznate štete ali najmanje 500 EUR

Obračun za predmet

Premija	270,00
Popust za jednokratno plaćanje premije	-27,00
Komercijalni popust	-24,30
Popust za poslednje tri osiguravajuće godine bez šteta	-21,87
Ukupna premija bez poreza	196,83
Porez na premiju	17,71
Ukupna premija sa porezom	214,54

Osiguravajuće pokriće važi za područje Crne Gore

Osiguranje je zaključeno bez garantnog roka

Osiguranje je zaključeno u skladu sa Opštim uslovima za osiguranje odgovornosti projektanata koji su usvojeni 24.05.2018.god. (OU-ODPRK-05/18) i koji su sastavni dio ugovora o osiguranju.

Osiguranje je zaključeno u skladu sa Klauzulom za isključenje odgovornosti u slučaju pandemije koja je usvojena dana 23.02.2021. godine (KL-ISKPAND-02/21) i koja je sastavni dio polise osiguranja.

Ugovarač osiguranja svojim potpisom potvrđuje da mu je blagovremeno, prije zaključenja ugovora, uručen Predugovorni dokument sa ključnim informacijama o proizvodu (KI ODG_PROJ 01/24).
Ugovarač osiguranja u svakom trenutku može preuzeti elektronsku kopiju Predugovornog dokumenta sa kljucnim informacija na sajtu drustva (https://www.sava.co.me/me-me/dokumenti).

Ukupna isplata odšteta za sve osigurane slučajeve koji se dese u jednoj godini limitirana je iznosom sume osiguranja (godišnji agregat)

Akcionarsko društvo Sava osiguranje. Adresa sjedišta: ul. Svetlane Kane Radević br.1. 81000 Podgorica, Crna Gora; E-mail: info@sava.co.me; Website: www.sava.co.me
Call centar: +382 (0) 20 40 30 20 Žiro račun: NIb banka 530-12245-41, Erste banka 540-394-30, Hipotekarna banka 520-528105-61
PDV: 30/31-04077-8 M.B. 02303388 CRPS reg. br. 40004670

UKUPAN OBRAČUN	
Ukupna premija bez poreza	196,83
Porez na premiju	17,71
Ukupna premija sa porezom	214,54
Način plaćanja	U cjelosti

Sve međusobne nesporazume stranke će rješavati mirnim putem, a u slučaju spora ugovaraju nadležnost suda u Podgorici.

Ugovorne strane su saglasne da ukoliko osiguranik ostvari pravo na naknadu štete, osiguravač ima pravo da dug po toj ili nekoj drugoj polisi odbije od iznosa obračunate štete.

Polisa se smatra računom. Oslobođeni plaćanja PDV-a po članu 27. zakona o PDV-u. Osiguravač zadržava pravo ispravke računske ili neke druge greške učinjene od strane zastupnika. Obaveza osiguravača iz ugovora o osiguranju počinje po isteku 24-og časa dana koji je u ugovoru o osiguranju naveden kao početak osiguranja, ali nikako prije isteka 24-og časa dana kada je Ugovarač osiguranja uplatio ugovorenu premiju u cjelosti ili prvu ratu premije osiguranja, a prestaje 24-og časa onog dana koji je u ugovoru označen kao istek osiguranja.

Na međusobne odnose ugovarača osiguranja/osiguranika i osiguravača koji nijesu definisani ugovorom o osiguranju primjenjuju su odredbe Zakona o obligacionim odnosima.

Potpisom polise ugovarač osiguranja potvrđuje da je primio Uslove zaključenog osiguranja.

Sankcijska klauzula: Osiguravač nije dužan pružiti pokriće, platiti nijednu štetu, niti dati bilo kakvu naknadu, ukoliko bi pružanje takvog pokrića, plaćanje štete ili davanje naknade izložilo osiguravača bilo kakvim sankcijama, zabranama ili ograničenjima po rezolucijama Ujedinjenih nacija ili trgovinskim i/ili ekonomskim sankcijama, zakonima i direktivama bilo koje jurisdikcije koja se primjenjuje na osiguravača.

Polisa je važeća bez pečata Osiguravača.

Ugovarač osiguranja je dužan da plati premiju u cjelosti prilikom zaključenja ugovora o osiguranju.

PLIMA DESIGN DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU TIVAT

Osiguravač:

M.P. Ugovarač osiguranja:
(puno ime i prezime)

Odjeljenje za korporativne klijente, Odjeljenje za korporativne klijente, 27.07.2024

POLISA: POL-00264129

Akcionarsko društvo Sava osiguranje. Adresa sjedišta: ul. Svetlane Kane Radević br.1. 81000 Podgorica, Crna Gora; E-mail: info@sava.co.me; Website: www.sava.co.me
Call centar: +382 (0) 20 40 30 20 Žiro račun: NIb banka 530-12245-41, Erste banka 540-394-30, Hipotekarna banka 520-528105-61
PDV: 30/31-04077-8 M.B. 02303388 CRPS reg. br. 40004670

Crna Gora
Ministarstvo održivog razvoja i turizma
Direktorat za inspekcijski nadzor i licenciranje
Direkcija za licence, registar i drugostepeni postu

Adresa: IV proleterske brigade broj 19
81000 Podgorica, Crna Gora
tel: +382 20 446 279
fax: +382 20 446 215
www.mrt.gov.me

Broj: UPI 072/7-16/2
Podgorica, 29.01.2020. godine

VELIMIROVIĆ FILIP

Ulica Vasa Raičkovića br. 4
PODGORICA

U prilogu ovog dopisa, dostavlja Vam se rješenje, broj i datum gornji.

OVLAŠĆENO SLUŽBENO LICE
Nataša Pavićević

Dostavljeno;
-Naslovu;
-a/a.

MINISTARSTVO ODRŽIVOG RAZVOJA I TURIZMA
DIREKTORAT ZA INSPEKCIJSKI NADZOR
I LICENCIRANJE
Direkcija za licence, registar i drugostepeni postupak
Broj: UPI 072/7-16/2
Podgorica, 29.01.2020. godine

Ministarstvo održivog razvoja i turizma, rješavajući po zahtjevu VELIMIROVIĆ FILIPA, Master inženjer arhitekture, iz Podgorice, za izdavanje licence za ovlašćenog inženjera, na osnovu čl. 123. st.1. i čl. 135. st. 1. i 2. Zakona o planiranju prostora i izgradnji objekata ("Službeni list Crne Gore " br. 64/17) i člana 46. stav 1. Zakona o upravnom postupku ("Službeni list Crne Gore " br. 56/14, 20/15, 40/16 i 37/17), donosi

R J E Š E NJ E

1. IZDAJE SE VELIMIROVIĆ FILIPU, Master inženjer arhitekture, iz Podgorice LICENCA ovlašćenog inženjera za obavljanje djelatnosti izrade tehničke dokumentacije i građenje objekta.

2. Ova Licenca se izdaje na neodređeno vrijeme.

O b r a z l o ž e nj e

Aktom, br.UPI 072/7-15/1 od 21.01.2020.godine, VELIMIROVIĆ FILIP, Master inženjer arhitekture, iz Podgorice obratio se ovom ministarstvu zahtjevom za izdavanje licence ovlašćenog inženjera za obavljanje djelatnosti izrade tehničke dokumentacije i građenje objekta.

Uz zahtjev imenovani je ovom ministarstvu dostavio sledeće dokaze:

Uvjerenje o završenim dvogodišnjem diplomskim akademskim studijama, izdato od strane Univerziteta u Prištini, Fakultet tehničkih nauka, br. 42/1 od 15.01.2013.godine u kojem je imenovani stekao stručni naziv: Master inženjer arhitekture; Uvjerenje o završenim trogodišnjim osnovnim akademskim studijama, izdato od strane Univerziteta u Prištini, Fakultet tehničkih nauka, br. 34/1 od 16.01.2013.godine u kojem je imenovani stekao stručni naziv: inženjer arhitekture; Rješenja Ministarstva prosvjete, UPI br. 05-1-197/1 od 28.marta 2013.godine i br. UPI br. 05-1-196/1 od 28.februara 2013.godine u kojim su Filipu Velimiroviću, priznata Uvjerenje o stečenom visokom obrazovanju i stručnom nazivu: Master inženjer arhitekture, nakon završenih studija u trajanju od dvije godine, izdato na Fakultetu tehničkih nauka, Univerzitet u Prištini i Uvjerenje o stečenom visokom obrazovanju i stručnom nazivu. Inženjer arhitekture, nakon završenih studija u trajanju od tri godine, izdato na Fakultetu tehničkih nauka u Kosovskoj Mitrovici, Univerzitet u Prištini; Potvrdu, izdata od strane » Inženjering Put » D.O.O.Podgorica, br. 3/20 od 15.01.2020.godine u kojoj je utvrđeno da se imenovani nalazi u stalnom radnom odnosu od 01.05.2019.godine, sa Ugovorom o djelu, br. 38/18 od 01.11.2018.godine; Potvrdu, izdata od strane » Ing-Invest » D.O.O.Danilovgrad od 14.01.2020.godine u kojoj

je utvrđeno da je imenovani radio kao projektant saradnik i inženjer, saradnik za fazu arhitekture, uređenja terena i unutrašnjih instalacija vodovoda i kanalizacije i to za navedene objekte; Potvrda, izdata od strane » Enforma » D.O.O.Kotor, br. 02/2020 od 15.01.2020 u kojoj je utvrđeno da je imenovani, radio kao projektant saradnik i inženjer saradnik za fazu arhitekture, uređenja terena i inutrašnjih instalacija vodovoda i kanalizacije i to za navedene objekte; ovjerenu fotokopiju radne knjižice i ovjerenu kopiju lične karte.

Ministarstvo održivog razvoja i turizma, razmotrilo je podnijeti zahtjev pa je odlučilo kao u dispozitivu ovog rješenja, a ovo sa sledećih razloga:

Naime, članom 123. stav 1. Zakona o planiranju prostora i izgradnji objekata (»Službeni list Crne Gore » br. 64/17), propisano je da ovlašćeni inženjer može da bude fizičko lice koje obavlja poslove izrade tehničke dokumentacije odnosno građenje objekta, odgovarajuće struke, sa visokim obrazovanjem, odnosno najmanje kvalifikacijom VII1 podnivoa okvira kvalifikacije i najmanje tri godine radnog iskustva na stručnim poslovima izrade tehničke dokumentacije i građenja objekta.

Članom 3. stav 1. tačka 1. Pravilnika o načinu i postupku izdavanja, mirovanja licence i načinu vođenja registara licenci („ Službeni list Crne Gore „ br. 79/17), utvrđene su vrste licenci, a između ostalih i licenca ovlašćenog inženjera koja se izdaje fizičkom, licu za obavljanje djelatnosti izrade tehničke dokumentacije i građenje objekta.

Članom 4. stav 1. tač. 1-4. Pravilnika, utvrđeno je da se u postupku izdavanja licence ovlašćenog inženjera, provjerava: 1) identitet podnosioca zahtjeva; 2) da li podnosilac zahtjeva posjeduje visoko obrazovanje, odnosno najmanje kvalifikacije VII1 podnivoa okvira kvalifikacija, odnosno da li je izvršeno priznavanje inostrane obrazovne isprave najmanje kvalifikacije VII1 podnivoa okvira kvalifikacija; 3) da li podnosilac zahtjeva ima najmanje tri godine radnog iskustva na stručnim poslovima izrade tehničke dokumentacije i građenju objekta sa visokim obrazovanjem, odnosno najmanje kvalifikacije VII1 podnivoa okvira kvalifikacije i 4) da li je podnosilac zahtjeva osuđivan za krivično djelo za koje se gonjenje preduzima po službenoj dužnosti.

Stavom 3. istog člana Pravilnika, utvrđeno je da se radno iskustvo u smislu stava 1. tačka 3. ovog člana, smatra radno iskustvo u svojstvu saradnika na izradi tehničke dokumentacije na građenju objekta, odnosno izvođenja pojedinih radova na građenju objekta. Stavom 4. istog člana Pravilnika, utvrđeno je da se izuzetno od stava 3. ovog člana, fizičkom licu koje posjeduje licencu za izradu tehničke dokumentacije i građenje objekata, izdatu po propisima koji su važili do donošenja ovog propisa, radno iskustvo može dokazati na osnovu uvida u dokumentaciju koja je bila osnov za njeno izdavanje.

Članom 137. stav 1. Zakona, propisano je da se licenca za fizičko lice izdaje na neodređeno vrijeme.

Rješavajući po predmetnom zahtjevu, a na osnovu uvida u dostavljene dokaze, ovo ministarstvo nalazi, da su se u konkretnoj pravnoj stvari stekli uslovi za primjenu čl. 123. stav 1. i 135 .stav 2. Zakona o planiranju prostora i izgradnji objekata, a u vezi čl. 3. stav 1. tač. 1. i čl. 4. Pravilnika o načinu i postupku izdavanja, mirovanja licence i načinu vođenja registara licenci.

Saglasno izloženom, riješeno je kao u dispozitivu ovog rješenja.

UPUTSTVO O PRAVNOJ ZAŠTITI: Protiv ovog rješenja može se pokrenuti upravni spor tužbom kod Upravnog suda Crne u roku od 20 dana od dana prijema istog.

OVLAŠĆENO SLUŽBENO LICE
Nataša Pavićević

INŽENJERSKA KOMORA CRNE GORE

Broj:05-672

Podgorica, 24.01.2025. godine

Na osnovu čl. 143, čl. 146 stav 1 tačka 2 i čl. 149 stav 1 tačka 1
Zakona o planiranju prostora i izgradnji objekata
(„Službeni list Crne Gore", br. 64/17, 44/18, 63/18, 11/19, 82/20, 86/22, 004/23)
i evidencije Registra članova Inženjerske komore Crne Gore, izdaje se

POTVRDA

o članstvu u Inženjerskoj komori Crne Gore

FILIP S. VELIMIROVIĆ, master inženjer arhitekture, prebivalište PODGORICA,
član je Inženjerske komore Crne Gore do 31.12.2025. godine.

Reg.br. 4729

OVLAŠĆENO SLUŽBENO LICE
Ljiljana Vulić, dipl.pravnica

INŽENJERSKA KOMORA CRNE GORE PODGORICA

PLIMA DESI N d.o.o.

PLIMA DESIGN d.o.o. Tivat
PIB: 03303268
ŽR: 520-40774-70 HPB
T: +38269495007
+38268550220
E: office.plimadesign@gmail.com

roj projekta IR 01-05/25
Datum izrade VI- 2025.god.

IZJAVA ODGOVORNOG PROJEKTANTA DA JE TEHNIČKA DOKUMENTACIJA IZRAĐENA PREMA VAŽEĆIM ZAKONIMA I PROPISIMA

OBRAZAC 4

IZJAVA ODGOVORNOG PROJEKTANTA DA JE TEHNIČKA DOKUMENTACIJA IZRAĐENA U SKLADU SA VAŽEĆIM PROPISIMA

OBJEKAT[1]	Privremeni montažno demontažni objekat; Otvoreni šank sa terasom
LOKACIJA[2]	13.A.1 na dijelu K.P. br.1117/1 KO Radovići u zahvatu programa privremenih objekata u zoni morskog dobra za Opštinu Tivat za period 2024-2028.
VRSTA TEHNIČKE DOKUMENTACIJE[3]	**IDEJNO RJEŠENJE**
ODGOVORNI PROJEKTANT[4]	MSc Filip Velmirović, d.i.a.

IZJAVLJUJEM

Da je dio tehničke dokumentacije: IDEJNO RJEŠENJE ARHITEKTURE urađen u skladu sa:

- Zakonom o izgradnji objekata i podzakonskim aktima donešenim na osnovu navedenog zakona;
- urbanističko-tehničkim uslovima;
- posebnim propisima koji direktno ili na drugi način utiču na osnovne uslove za objekte;
- pravilima struke.

Pod krivičnom i materijalnom odgovornošću izjavljujemo da su svi podaci navedeni u ovoj izjavi istiniti.

(elektronski potpis odgovornog projektanta)

Msc Filip Velimirović, d.i.a.

za projektanta odgovorno lice (ime)

(elektronski potpis odgovornog lica)

Tivat, 11/06/2025.

(mjesto i datum)

[1] Naziv projektovanog objekta
[2] Mjesto gradnje, planski dokument, urbanistička parcela, katastarska opština, katastarska parcela
[3] Idejno rješenje, idejni projekat, glavni projekat, projekat izvedenog stanja, projekat održavanja
[4] Ime i prezime odgovornog projektanta

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IZJAVA O TAČNOJ LOKACIJI PLANIRANOG OBJEKTA

GEOS d.o.o iz Podgorice je na zahtjev investitora, „**LUŠTICA DEVELOPMENT“ AD Tivat,** izvršio preklapanje ažurnog katastarskog plana i projektovanog objekta, i daje sljedeću **IZJAVU**:

- **Projektovani montažno demontažni privremeni objekat** (Ugostiteljski objekat sa terasom) **se nalazi na dijelu Katastarske parcele 1117/1-KO Radovići, tj na Lokaciji sa oznakom 13.A.1, koja je predviđena Programom privremenih objekata u zoni morskog dobra u Opštini Tivat za period 2024.-2028. godine. Površine ove katastarske parcele iznosi P=34178m².**
- **Prilaz privremenom objektu je obezbijeđen sa postojećih staza i stepeništa na kat. parceli 1099, koja je u vlasništvu ALMARA d.o.o. 1/1.**

Službena konstatacija služi za potrebe davanja saglasnosti za izgradnju objekta.

Podgorica, 08.05.2025.god.

GEOS d.o.o. PODGORICA

*za **GEOS** d.o.o.*

Mr Zdravko Stijepović, dipl.inž.geod.

Dated 23 October 2009

1 **Government of Montenegro**

and

2 **Municipality of Tivat**

and

3 **Luštica Development AD Podgorica**

Lease and Development Agreement

relating to

The Luštica Development
Municipality of Tivat

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This lease and development agreement (the '**Lease and Development Agreement**') is made the 23rd day of October 2009 between:

1 **The Government of Montenegro** whose principal place of administration is at Jovana Tomaševića 1, 81000, Podgorica, Montenegro (the '**Government**');

2 **The Municipality of Tivat** whose principal place of administration is at "Nikole Đurkovića" bb, Tivat, Montenegro (the '**Municipality**'); and

3 **Luštica Development AD Podgorica** whose principal place of business is at 1 Jovana Tomasevica Street, Podgorica, registered with Commercial Court in Podgorica under number 4-0008824/001 (the '**Project Company**').

The Government, the Municipality and the Project Company are hereinafter collectively referred to as the '**Parties**' and each individually as a '**Party**'.

Whereas:

A The Government is the freehold owner of the Site with the exception of certain parcels that are owned by the Municipality ('**Municipality Parcels**') that are expressly included in this Lease and Development Agreement.

B By a decision of the Government of Montenegro on the 5th of June 2008, the Project Company was granted the right to enter into a long term lease of the Site for the purpose of developing and thereafter managing a mixed use resort of the highest international standard.

C The Government has initiated a public tender procedure for the sale of 90% of the shares in Lustica Development AD which company has been selected as the developer for the design, financing, construction, sale of individual residential units and hotels and subsequent operation of a high-quality tourist resort under a long term lease with the Government.

D Orascom Development Holding AG (Switzerland), Orascom Hotels and Development S.A.E. (Egypt) and Orascom Hotels Holding S.A.E. (Egypt) have formed a consortium (the '**Consortium**') and constitute a group of companies experienced in developing, constructing and operating substantial mixed use and resort complexes of the highest international

standard, which was the successful bidder in the public tender.

E On the same date as this Lease and Development Agreement but prior to the execution of this Lease and Development Agreement the Consortium and ONSA Holding Ltd. (BVI) entered into a share purchase agreement ('**Share Purchase Agreement**') for the purchase of ninety percent (90%) of the shares of the Project Company from the Government.

Now this Deed witnesses as follows:

Part One: Definitions and Interpretations

1 Definitions and interpretations

For all purposes of this Lease and Development Agreement the terms defined in this clause have the meanings specified.

1.1 **'Affiliate'**

'Affiliate' means with respect to any Person, any other Person that, directly or indirectly, (a) owns or who has Voting Control over the first Person, (b) is owned by the first Person, or such first Person has Voting Control over such other Person, or (c) is commonly owned or under common Voting Control with the first Person or by the shareholders of the first Person. For the purposes of this definition the term "own" or "owned" means ownership of more than fifty percent (50%) of the equity interests or rights to distributions on account of equity of the Person in question and the term "Voting Control" means the power to direct the management or policies of a Person, whether through the ownership of voting securities or through the board of directors, by contract, or otherwise; provided however that (i) the Project Company shall not be considered to be an Affiliate of the Government and (ii) public sector companies providing utility services shall not be considered Affiliates of the Government.

1.2 **'Apartment'**

'Apartment' means a residential unit forming part of an Apartment Building.

1.3 **'Apartment Building'**

'Apartment Building' means a building where at least two separate parts are intended for residential use and together with the building form a constructional and functional whole. The Apartment Building is comprised

D M.

of separate and joint parts of the building.

1.4 **'Approvals'**

'Approvals' means references to the approvals, consents, permissions and licences of any local or other competent authority that are from time to time necessary to enable the Project Company to lawfully begin, carry out and finalise the Works and each and every stage or phase of the Works and if they are destroyed or damaged to reinstate them.

1.5 **'The Architect'**

'The Architect' means an international firm of architects with experience in the resort and leisure industry suggested by the Project Company and approved by the Government and subsequently appointed by the Parties for the purpose of issuing a Certificate of Practical Completion.

1.6 **'Best Efforts'**

'Best Efforts' means the efforts that could reasonably be expected from a reputed development company in performing its obligations under the Lease and Development Agreement applying Best International Practices.

1.7 **'Best International Practices'**

'Best International Practices' means the exercise of that degree of professional skill, diligence, prudence and foresight as would reasonably and ordinarily be expected from a skilled, qualified and experienced resort property development entity responsible for carrying out responsibilities and discharging operations of a type such as the obligations under this Lease and Development Agreement and complying with those practices, methods, equipment, specifications and standards of management, safety and performance, (as the same may change from time to time), as are commonly used by professional organisations carrying out such tasks in connection with facilities of a type and size similar to the Development, which in the exercise of reasonable judgement and in light of the facts known at the time a decision was made, are considered economically and financially prudent, safe and professionally acceptable practices.

1.8 **'Blue Zone'**

'Blue Zone' means the area marked in blue in **Schedule 1**.

1.9 **'Buildings'**

'Buildings' means all buildings or structures of any type (including Villas, Apartments, Apartment Buildings, Commercial Buildings, hotels, the Mooring Area, the Pier and the Jetty), and Project Company Infrastructure and Utilities constructed or installed on the Site from time to time and '**Building**' means any of the Buildings.

1.10 **'Business Day'**

'Business Day' means any day other than a Saturday, Sunday or public holiday on which banks in Montenegro are open for business.

1.11 **'Casino'**

'Casino' means the casino as described in Clause 2.2.4.

1.12 **'Certificate of Practical Completion'**

'Certificate of Completion' means a certificate issued by the Architect certifying that the Minimum Build Obligations in respect of a Phase of the Development have been completed in accordance with Clause 16.9.

1.13 **'Civil Defence Facilities'**

'Civil Defence Facilities' means those items specified in **Schedule 2** to be supplied by the Project Company for the purposes of enabling the Civil Defence Services to be provided in respect of the Project which shall all be located on the Site or near the Site, and which shall be constructed at the expense of the Project Company.

1.14 **'Civil Defence Services'**

'Civil Defence Services' means Government provided services of policing, immigration control, customs, fire services and sea rescue required in respect of the developments contained in the Site or the inhabitants and users of the Project.

1.15 **'Coastal Area'**

'Coastal Area' means the area coloured in purple in **Schedule 4** around the coast of the Site and forming part of the Site and including the Mooring Area, the Pier and the Jetty.

1.16 **'Commercial Buildings'**

'Commercial Buildings' means any and all Buildings developed on the Site other than Villas, Apartments and Apartment Buildings, and which for the avoidance of doubt include hotels.

1.17 **'Compensation'**

'Compensation' means that the responsible Party shall put the aggrieved Party economically in the position the latter would have been had the respective action or omission giving rise to the claim to compensate or indemnify not occurred, subject to the following:

1.17.1 Compensation shall be limited to direct damages, including loss of profit, whose entitlement is decided in accordance with the Law and whose quantum is the direct damage and loss which is arising in the ordinary

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1.17.1 Compensation shall be limited to direct damages, including loss of profit, whose entitlement is decided in accordance with the Law and whose quantum is the direct damage and loss which is arising in the ordinary

course of things without other intervening cause and independent of special circumstances, which direct damage and loss is at the time of contracting foreseeable as would result from the respective action or omission giving raise to the claim to compensate or indemnify and is unable to avoid by reasonable effort; and

1.17.2 Compensation shall exclude punitive or exemplary damages; and

1.17.3 Compensation shall comprise all and any direct damages that may be awarded under the Law, attorneys fees, expert costs as well as all and any other expenses and/or costs incurred in connection with the action or omission which are the result of a Change of Law or other breach of this Lease and Development Agreement; and

1.17.4 all damages and losses claimed are subject to the affected Party taking all reasonable efforts to mitigate the direct damage suffered and any loss arising therefrom.

1.18 **'Commonhold'**

'Commonhold' means an undivided share in the Freehold of the Apartment Building and Usage Rights pertaining to the Plot on which the Apartment Buildings are situated and those parts of the Apartment Buildings intended for the common use and benefit of all owners of an Apartment within the Apartment Buildings and which includes the Apartment Buildings' foundation, walls, entrances, lifts (if any), staircases, stairwells, corridors, floors, roof, gas and water pipes and electricity wires, except those contained in the interior of any Apartment.

1.19 **'Consortium'**

'Consortium' shall have the meaning given thereto in the preamble to this Lease and Development Agreement.

1.20 **'Detailed Building Approval'**

'Detailed Building Approval' means the approvals necessary to be obtained by the Project Company in order to commence with the construction of a Building and any part of the Project Company Infrastructure and Utilities forming part of the Initial Phase of the Development and '**Detailed Building Approvals**' means several of them.

1.21 **'Detailed Urbanistic Plan'**

'Detailed Urbanistic Plan' means the binding, detailed planning documents relating to any part of the Site prescribing urban-technical conditions for construction of objects, division of land into urban plots and details on infrastructure network and communal objects within such area in

accordance with the Spatial Plan.

1.22 **'Development'**

'Development' means all Buildings, Roads and other structures constructed by the Project Company, its Affiliates, Third Party Developers, Third Party Purchasers and other third parties on the Site in accordance with the terms of this Lease and Development Agreement.

1.23 **'Development Standards'**

'Development Standards' means the standards to which the Buildings and other structures to be erected on the Site should be constructed, managed, operated and maintained as described in **Schedule 5**.

1.24 **'Development Tasks'**

'Development Tasks' means all acts necessary to be performed by the Project Company in order to accomplish the establishment and operation of the Project as contemplated in the Masterplan and in accordance with the applicable Spatial Plan and the Detailed Urbanistic Plan.

1.25 **'Disposal'**

'Disposal' means any sale or transfer of Freehold, grant of Usage Right, or Long Term Lease (but not, for the avoidance of doubt, any mortgage or charge) by the Project Company to a Transferee in respect of any Plot.

1.26 **'Disposal Interest'**

'Disposal Interest' means the interest in any Plot granted to a Transferee by means of a Disposal whether such interest is a Freehold, Usage Right, or Long Term Lease.

1.27 **'Dispute'**

'Dispute' means any dispute, claim, controversy or difference of any kind whatsoever which arises between the Parties out of or in connection with this Lease and Development Agreement.

1.28 **'Disputed Land'**

'Disputed Land' means the lands indicated in **Schedule 6** in respect of which the ownership rights are disputed.

1.29 **'Effective Date'**

'Effective Date' means the date on which this Lease and Development Agreement becomes effective in accordance with Clause 2.

1.30 **'Force Majeure'**

'Force Majeure' means any operation of the forces of nature as

reasonable foresight and ability on the part of the affected Party could not provide against (including hurricanes, tornadoes, other severe storms, floods, earthquakes, volcanic eruptions, disease, epidemics and certain fires and explosions); fires and explosions caused wholly or in part by human agency; acts of war, riots, terrorism or other civil commotion; inability to obtain necessary plant, equipment or materials due to blockade, embargo or sanctions which significantly and adversely affect the operation of the Project.

1.31 **'Freehold'**

'Freehold' means unrestricted and transferable title to and registered ownership of any specified part of a Plot or a Building that will initially only be granted for Villas and their Villa Freehold Plots and for Apartments (excluding their Plots).

1.32 **'Gender and number'**

Words importing one gender include all other genders; words importing the singular include the plural and vice versa.

1.33 **'Golf Course'**

'Golf Course' means that part of the Site on which a golf course shall be constructed in accordance with the Spatial Plan.

1.34 **'Government'**

'Government' means the Government of Montenegro including all of its ministries or agencies and organisations and units, as amended from time to time, it being understood that the Government of Montenegro, as Party to this Lease and Development Agreement, shall be fully liable for all acts, omissions and obligations under this Lease and Development Agreement.

1.35 **'Green Zone'**

'Green Zone' means the areas marked in green as shown in as shown in **Schedule 1**.

1.36 **'Gross Receipts'**

'Gross Receipts' means all operational revenues (including, without limitation, service charges but excluding any share sales and all dividends received from Subsidiaries and Affiliates) and proceeds of leases and sales of every kind received by the Project Company or its Affiliates or Subsidiaries in respect of the operation of the Resort and calculated on an arm's length basis by a willing seller to a willing buyer including the gross proceeds of sale received by the Project Company or its Affiliates or Subsidiaries in respect of the sale of the Villas and the sale, transfer or assignment of Freehold or Usage Rights to a Third Party Developer by the

Project Company or its Affiliates or Subsidiaries, but deducting from such operational revenues (i) any purchase price paid by the Project Company to the Government in respect of such sales in accordance with Clause 6 and (ii) the proceeds of sales of every kind directly or indirectly earned from businesses carried on by the Project Company and its Affiliates in relation to hotels. Notwithstanding the above in the case of billing for water and sewerage the fees included for the Municipality's account shall be 3% of the amounts invoiced by the Project Company.

1.37 **'Headings'**

The clause, paragraph and schedule headings and the table of contents do not form part of this document and are not to be taken into account in its construction or interpretation.

1.38 **'ICSID'**

'ICSID' means the International Centre for Settlement of Investment Disputes in Washington, D.C.

1.39 **'ICSID ADDITIONAL FACILITY Rules'**

'ICSID Additional Facility Rules' means the Additional Facility Rules of the International Centre for Settlement of Investment Disputes in Washington, D.C.

1.40 **'Infrastructure and Utilities'**

'Infrastructure and Utilities' means the road access, data/telephone lines, electricity, and water supply to be provided to the Specified Connection Points, and associated infrastructure owned and/or constructed or to be constructed by the responsible Utility Provider and which is outside the Site, in accordance with the requirements as set out in **Schedule 7**.

1.41 **'Initial Phase of Development'**

'Initial Phase of Development' shall mean the carrying out and completion of that part of the Works required to be carried out within four (4) Years from the Effective Date as set out in **Schedule 12**.

1.42 **'Interest'**

'Interest' means simple interest calculated on a daily basis (not compounding) from the date on which interest becomes chargeable on any payment pursuant to any provision of this Lease and Development Agreement to the date on which such payment is made.

1.43 **Interpretation of 'consent' and 'approved'**

References to 'consent of the Government' or words to similar effect are references to a prior written consent signed by or on behalf of the Government and references to the need for anything to be 'approved by

the Government' or words to similar effect are references to the need for a prior written approval by or on behalf of the Government.

1.44 **Interpretation of 'the last Year of the Term' and 'the End of the Term'**

References to 'the last Year of the Term' are references to the actual last Year of the Term howsoever it determines and references to the 'End of the Term' are references to the end of the Term whensoever and howsoever it determines.

1.45 **Interpretation of 'this Lease and Development Agreement'**

Unless expressly stated to the contrary, the expression 'this Lease and Development Agreement' includes any documents supplemental to or collateral with this document or entered into in accordance with this document.

1.46 **'Investment Programme'**

'Investment Programme' means the tentative Investment Programme described or referred to in **Schedule 9** based on the bid submitted by the Consortium.

1.47 **'Jetty'**

'Jetty' means the structure giving accommodation to boats without any permanent berth as further detailed in **Schedule 10**.

1.48 **'Joint and several liability'**

Where any Party to this Lease and Development Agreement for the time being comprises two or more persons, obligations expressed or implied to be made by or with that Party are deemed to be made by or with the persons comprising that Party jointly and severally.

1.49 **'Land Registry'**

'Land Registry' means the Land Registration Office (Cadastre) and the State Directorate for Immoveables of Montenegro.

1.50 **'Law'**

'Law' means from time to time any decree, ministerial decision, statute, statutory instrument, law, proclamation, order, regulation, resolution, notice, ruling by a court as to the interpretation of the Law, by-law, directive, treaty or other instrument or requirement having the force of law within the state of Montenegro issued, declared, passed or given effect to in any manner by the Government or a court, as the case may be.

1.51 **'Legal Obligations'**

'Legal Obligations' means any obligation relating to the Resort or its occupation or use based on the Law and imposed by any governmental, public, judicial or local authority.

1.52 **'Long Term Lease'**

'Long Term Lease' means a lease or a sublease for a term exceeding thirty (30) years which shall include:

- a lease or sublease which is capable of being renewed and in respect of which the original term together with any renewal term or renewal terms exceeds thirty (30) years; and

- back to back leases where the combined terms of such leases exceed thirty (30) years. For the purposes of this definition the phrase "back to back leases" means one or more leases entered into by parties in respect of the same Plot of land whereby the second or subsequent lease comes into force as soon as the original or earlier lease expires, e.g. two leases entered into by parties in respect of the Plot with one lease to become effective immediately and expiring on 30 September 2024 and the other lease becoming effective on 1 October 2024 and expiring on 30 September 2039; and

- any other form of disposition affording the same rights as a Disposal (not being a Usage Right or a Freehold) for a term exceeding thirty (30) years.

1.53 **'Masterplan'**

'Masterplan' means the plan forming **Schedule 11** that has been agreed between the Parties that is to be updated and further detailed in accordance with any variation thereto agreed by the Parties provided that such amendments are in accordance with the Spatial Plan.

1.54 **'Minimum Build Obligations'**

'Minimum Build Obligations' means the minimum obligations related to works that are to be undertaken by the Project Company or by third parties as a minimum for each Phase of the Development as more fully described in Clause 16 and **Schedule 12**.

1.55 **'Minimum Investment Obligations'**

'Minimum Investment Obligations' means the minimum obligations relating to investment in the Project amounting to one hundred fifty million Euros (€150,000,000) to be calculated based on the entire amount invested (regardless whether equity or finance and whether third party payments or payments in kind) and other payments made by the Project Company, its

Affiliates, Third Party Developers and other third parties related to the Project including salaries and consultants' fees and the like in accordance with Clause 16.5.

1.56 **'Mooring Area'**

'Mooring Area' means that part of the Site that will be constructed for the mooring, and servicing of boats in accordance with **Schedule 10** and the State Location Study and the Law.

1.57 **'Municipality'**

'Municipality' means the municipality of Tivat.

1.58 **'Blank'**

1.59 **'Nominated Operator(s)'**

'Nominated Operator(s)' means a reputable hotel operating Person selected by the Project Company and approved by the Government (such approval not to be unreasonably withheld) to operate any one or more of the three hotels in this Lease and Development Agreement to be constructed by the Project Company in accordance with the Minimum Build Obligations under a recognised brand of an international four or five star standard that is consistent with and enhances the reputation and quality of the Resort (**'the Selected Brand'**).

1.60 **'Performance Guarantee'**

'Performance Guarantee' means the security to be provided by the Project Company in accordance with Clause 40.

1.61 **'Person'**

'Person' means (i) a natural Person acting for himself or herself or in a representative capacity or (ii) a partnership, corporation, limited liability company, government or municipal authority, trust, unincorporated organisation or any other legal entity of any kind.

1.62 **'Phases of the Development'**

'Phases of the Development' or individually 'Phase of Development' means the carrying out and completion of the Works in respect of each Development Area and the term **'Initial Phase of the Development'** shall mean the carrying out and completion of the Works in respect of the first part of the Minimum Build Obligations the term **'Second Phase of the Development'** means the carrying out and completion of the Works in respect of the second part of the Minimum Build Obligations and the Term **'Third Phase of the Development'** means the carrying out and completion of the Works in respect of the third part of the Minimum Build

Obligations.

1.63 **'Pier'**
'Pier' means such structure of docks and pontoons, that is required to accommodate fifty (50) boats and berths of up to twenty five (25) metres in size as described in more detail in **Schedule 10**.

1.64 **'Plan of the Site'**
'Plan of the Site' means the plan attached to this Lease and Development Agreement as **Schedule 4** showing the area of the Site edged in bold black.

1.65 **'Plot'**
'Plot' means any defined and properly delineated plot of land situated within the Site being either cadastral plot or an urbanistic plot.

1.66 **'Project'**
'Project' means the implementation, planning, design, development, financing, marketing, sale, leasing, utilisation of, management, maintenance and operation of the Site in Luštica as contemplated in the Masterplan and in accordance with the applicable Spatial Plan and the Detailed Urbanistic Plan, for the purpose of creating and operating the Resort.

1.67 **'Project Assets'**
'Project Assets' means all Freehold interests and options, Usage Rights, and all other assets owned by the Project Company, its Subsidiaries, Affiliates, Third Party Developers, Third Party Users, Third Party Purchasers or other third parties in or in relation to the Site, including but not limited to any Project Company Infrastructure and Utilities, roads, paths, common public spaces such as parks, pipelines, transmission lines for electricity and telecommunications, drains, sewers, water transmission facilities and other similar infrastructure necessary for the use, operation and occupation of the Project, all Buildings and other structures of any type and configuration constructed on the Site, and all other assets owned or used by the Project Company or its Affiliates.

1.68 **'Project Company Infrastructure and Utilities'**
'Project Company Infrastructure and Utilities' means infrastructure and utilities within the Site that are not Infrastructure and Utilities, which are designed, constructed, developed, managed, maintained and financed by and under exclusive control of the Project Company and which are initially owned by the Project Company and subsequently by the Municipality in accordance with Clause 9.

1.69 **'Project Company Licences and Permits'**

'Project Company Licences and Permits' means all such licences, permits, consents and approvals from the Government and the Municipality as the Project Company, its Affiliates or Third Party Developers may require, from time to time, to hold pursuant to applicable Law to fulfil the Development Tasks and to benefit from the rights given to the Project Company under this Lease and Development Agreement and so as to enable the implementation of the Detailed Urbanistic Plans and the commercial operation of the Project.

1.70 **'Qualified Person'**

'Qualified Person' means a Person that directly or through its shareholders (i) has adequate financial capacity and qualifications to perform those parts of the Development Tasks to be undertaken by such Person, (ii) is not of ill repute, and (iii) is not in any other manner a Person with whom or with which a prudent business Person would not wish to associate in a commercial venture.

1.71 **'Quarry'**

'Quarry' means the land shown coloured green on the Site described in **Schedule 4**.

1.72 **'Quarter Day'**

'Quarter Day' shall mean for each Year the day and month on which the Effective Date occurred and the days and months which are respectively three (3), six (6) and nine (9) months after the day and month on which the Effective Date occurred and the term '**Quarter**' shall mean the period commencing on a Quarter Day up to and including the day immediately preceding the next Quarter Day. If, for example, the Effective Date occurred on 3rd August 2010, the Quarter Days for each Year will be 3rd August, 3rd November, 3rd February and 3rd May and each Quarter would be the period from 3rd August to 2nd November, 3rd November to 2nd February, 3rd February to 2nd May and 3rd May to 2nd August.

1.73 **'Ratification'**

'Ratification' means the ratification of this Lease and Development Agreement by the parliament of Montenegro and the publication of such ratification decision in the Official Gazette of Montenegro.

1.74 **'Red Zone'**

'Red Zone' means the zone coloured red as shown in **Schedule 1**.

1.75 **References to clauses and schedules**

Any reference in this document to a clause, sub clause, paragraph,

subparagraph or schedule without further designation is to be construed as a reference to the clause, sub clause, paragraph, subparagraph or schedule to this document so numbered.

1.76 **References to laws**

Unless expressly stated to the contrary any references to a specific law include any statutory extension or modification amendment or re-enactment of the law and any regulations or orders made under the law and any general reference to a law includes any regulations or orders made under that law.

1.77 **'Remaining Land'**

'Remaining Land' means such land forming part of the Site at the Effective Date **plus** any land that will be added to this Lease and Development Agreement in accordance with its provisions and **less** any part of the Site for which a Disposal has occurred in accordance with this Lease and Development Agreement.

1.78 **'Rent'**

'Rent' means the rent payable in accordance with Clause 17 of this Lease and Development Agreement.

1.79 **'Resort'**

'Resort' means the tourism resort to be established on the Site in Luštica in accordance with this Lease and Development Agreement and includes the Buildings.

1.80 **'Right of First Refusal'**

'Right of First Refusal' means the right of first refusal granted to the Project Company for the Term in respect of any part of the Site or any land forming part of the Blue Zone, the Red Zone or the Yellow Zone owned by the Government or the Municipality and which the Government or the Municipality wish to sell ('**Disposal Land**'). In such event, the Government shall offer the Project Company the Disposal Land at a price equal to the price offered by any third party Person and which offer shall be valid for a period of three (3) months from the date such first offer has been communicated by the Government to the Project Company in writing. It is understood by the Parties that the Government must offer, according to the current Law, the Disposal Land by public tender, in which case the Right of First Refusal will be exercised following the public tender at a price equal to the price offered by the highest bidder.

1.81 **'Roads'**

'Roads' means all roads, highways, pavements, public walkways and

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footpaths within the Site.

1.82 **'Second Phase of the Development'**
'Second Phase of the Development' shall mean the carrying out and completion of that part of the Works required to be completed before the 8th anniversary of the Effective Date as set out in **Schedule 12**.

1.83 **'Share Purchase Agreement'**
'Share Purchase Agreement' means the agreement entered into on the same date as this Lease and Development Agreement and made between the Government and the Consortium and ONSA Holding Ltd. (BVI) for the purchase of ninety per cent (90%) of the shares of the Project Company by a subsidiary of Orascom Development Holding AG.

1.84 **'Signing Date'**
'Signing Date' means the date of signature of this Lease and Development Agreement.

1.85 **'Site'**
'Site' means the land measuring approximately 6,923,260 m² (excluding the Quarry if the related Condition Precedent in Clause 2.2.7 is waived) in total described in **Schedule 4** plus any land reclaimed by the Project Company in accordance with the State Location Study, which shall exclude in all cases, all mineral rights and archaeological finds.

1.86 **'Spatial Plan'**
'Spatial Plan' means the binding, local, general and, planning document applicable to the Municipality of Tivat which is of importance for the development of the Project.

1.87 **'Specified Connection Point'**
'Specified Connection Point' means such connection point for Infrastructure and Utilities located outside of the Site as identified in **Schedule 7**.

1.88 **'State Location Study'**
'State Location Study' means a study adopted by the Government in the zone of the Morsko Dobro.

1.89 **'Sub-contractor'**
'Sub-contractor' means any Person contracting with the Project Company in respect of any service, supply of materials, construction, maintenance, operation, development, management, utilization or other activity related to the Project.

1.90 **'Subsidiary'**

'Subsidiary' means any company established for the performance of part of the Development Tasks by the Project Company or its shareholders, and which until Substantial Completion is directly or indirectly majority owned by the Project Company or which is under Voting Control of the Project Company.

1.91 **'Substantial Completion'**

'Substantial Completion' means the completion of all of the Minimum Build Obligations as described in Clause 16.

1.92 **'Term'**

'Term' means the period commencing with the date of this Lease and Development Agreement and expiring on the ninetieth (90th) anniversary of the Effective Date.

1.93 **'Third Party Developer'**

'Third Party Developer' means a Person who has entered into a contract for the grant of a Usage Right and undertakes part of the Minimum Build Obligations in accordance with Clause 16 and **Schedule 12**.

1.94 **'Third Party Purchaser'**

'Third Party Purchaser' means a Person that buys a Villa, an Apartment or a Commercial Building or who acquires a Usage Right or Freehold Right or a Long Term Lease in relation to any Plots or Buildings from the Project Company and such Person may be an Affiliate of a Party but shall exclude a Third Party Developer.

1.95 **'Third Party User'**

'Third Party User' means a Person who is not one of the Parties and who operates, leases, and/or utilises any Plot or Building pursuant to any limited term lease or similar arrangement, or any other agreement with the Project Company, and holding a valid relevant licence and permit and such Person may be an Affiliate of a Party but shall exclude a Third Party Developer.

1.96 **'Third Phase of the Development'**

'Third Phase of the Development' shall mean the carrying out and completion of that part of the Works required to be completed as set out in **Schedule 12** on or before the twelfth (12th) anniversary of the Effective Date.

1.97 **'Transferee'**

'Transferee' means a Third Party Developer, Third Party Purchaser or

other Person to whom a Disposal Interest has been granted or transferred by the Project Company by means of a Disposal.

1.98 **'Turnover Rent'**
'The Turnover Rent' shall have the meaning ascribed to it in Clause 17.

1.99 **'Upfront Rent'**
'Upfront Rent' means such portion of the Rent set out in Clause 17.1 that is to be paid in advance and that is to be adjusted and reviewed in accordance with Clause 17.1.

1.100 **'Usage Right'**
'Usage Right' means the unrestricted and transferable right duly registered pursuant to a Clausula Intabulandi substantially in the same form as attached hereto as **Schedule 13**, that is granted for a fixed term until the end of the Term or any extensions thereof, to use and exploit part of the Site for a Building or otherwise and means the right of the Project Company, Third Party Purchasers or Third Party Developers, to exploit part of the Site as such right has been granted by the holder of the Usage Rights in accordance with this Lease and Development Agreement, including the right to assign any part of the Usage Right, as granted to the Project Company in accordance with this Lease and Development Agreement and as may be transferred by the Project Company to Third Party Developers or Third Party Purchasers according to this Lease and Development Agreement.

1.101 **'Utility Provider'**
'Utility Provider' means the appropriate private or public sector Person who shall supply any of the relevant services in respect of the Infrastructure and Utilities in accordance with this Lease and Development Agreement.

1.102 **'Villa'**
'Villa' means a detached, semi-detached or attached residential unit (including, inter alia, townhouses but excluding, for the avoidance of doubt, Apartments) intended for the use and occupation of one household forming part or the whole of a Villa Plot but excludes any garden, patio, terrace or other land sold to a Third Party Purchaser together with the Villa and which may form part of a Villa Plot.

1.103 **'Villa Freehold Plot'**
'Villa Freehold Plot' means the footprint area of land on a Plot on which a Villa has been, is being, or will be constructed including garages, terraces, swimming pools, and other fixed building structures including any part of a

Villa Plot Remainder on which a Third Party Purchaser has erected any building structure with the approval of the Project Company and which will be transferred to a Villa Freehold Plot upon written request by a Third Party Purchaser to the Government with the approval of the Project Company.

1.104 **'Villa Plot'**

'Villa Plot' means an area of land on the Site that will be sold to Third Party Purchasers of a Villa including the Villa Plot Remainder and the Villa Freehold Plot upon which a Villa will be constructed which shall in case of detached residential units only, have together with the Villa Freehold Plot at least the size seven hundred and fifty (750) square metres, it being agreed that the average size of Plots on which detached residential units shall be built shall be no less than one thousand (1,000) square metres and that the number of detached Villas shall be at least fifty per cent (50%) of all Villas.

1.105 **'Villa Plot Remainder'**

'Villa Plot Remainder' shall, subject to the right referred to in Clause 5.2.4 mean the area of land on the Site including any garden, or other land and any other building or structure erected on such land forming part of the Villa Plot but excluding the Villa and the Villa Freehold Plot.

1.106 **'Works'**

'Works' means the works required to perform the Development Tasks and in particular the Minimum Build Obligations.

1.107 **'Year'**

'Year' means any of the consecutive periods of three hundred and sixty five (365) days following the Effective Date and Years means two (2) or several of such periods.

1.108 **'Yellow Zone'**

'Yellow zone' means the area coloured yellow in **Schedule 1**.

Part Two: Conditions Precedent

2 Effectiveness of this Lease and Development Agreement

2.1 This Lease and Development Agreement, with the exception of the rights and obligations of the Parties under Clauses 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 4.2

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29.1.1, 29.1.2, 29.1.4, 29.1.8, 29.1.9, 33, 41, 42, 43, 44, 45, 46 and 47 which shall become binding upon signing, shall become effective on the date upon which all the conditions provided under Clause 2.2 below have been fulfilled (the Effective Date) or waived in accordance with Clause 2.3.

2.2 Commencement of the rights and obligations of the Parties under this Lease and Development Agreement, with the exception of the rights and obligations of the Parties in the Clauses mentioned in Clause 2.1, is conditional upon:

2.2.1 the Ratification of this Lease and Development Agreement;

2.2.2 the approval and enactment of a Spatial Plan, the Detailed Urbanistic Plan for the Initial Phase of the Development and/or the State Location Study by the Municipality or the Government in a form and substance reasonably acceptable to the Project Company and the Government;

2.2.3 the publication in the Official Gazette of Montenegro of the State Location Study for the Coastal Area (*Morsko Dobro*) which includes the Mooring Area by the Government of Montenegro;

2.2.4 the Project Company having received reasonably sufficient assurance that a Casino can be established on the Site which shall be duly licensed either as a standalone casino or as a casino forming part of a hotel;

2.2.5 the Government, on behalf of the Project Company, having received a Detailed Building Approval for one of the Minimum Build Obligations forming part of the Initial Phase of the Development provided applications for such Approvals have been submitted by the Project Company in accordance with this Lease and Development Agreement and the Law; which will be assigned by the Government to the Project Company immediately after the Effective Date;

2.2.6 the Government, on behalf of the Project Company, having received in addition to Clause 2.2.5 the Detailed Building Approval (to be assigned by the Government to the Project Company immediately after the Effective Date) for the Mooring Area on the Site as set out in the State Location Study provided applications for such Approval have been submitted by the Project Company in accordance with this Lease and Development Agreement and the Law;

2.2.7 acquisition by the Government, of the Quarry land as shown in **Schedule 4** forming part of the Site;

2.2.8 the finalisation of a report commissioned by the Project Company with an

independent specialist firm of international repute that the Site is free of any contamination that could adversely affect the development of the Project;

2.2.9 the Parties having agreed on the final terms of the tripartite usage right agreement ("Usage Right Agreement") to be concluded by the Government the Project Company and Third Party Purchasers in accordance with the terms and conditions of this Lease and Development Agreement;

~~2.2.10 the Secretary General of the International Centre for Settlement of Investment Disputes at the World Bank having granted written approval of (i) the arbitration provisions under Clause 44; and (ii) the access of the Parties to the arbitration proceedings under the Additional Facility (as defined under the ICSID Additional Facility Rules); and~~

2.2.10 the registration of this Lease and Development Agreement with the Land Registry which will be effected as soon as practicable after all the conditions precedent referred to in Clauses 2.2.1–2.2.~~10~~ have been fulfilled. DW 2.2.09

2.3 The Project Company may waive any of the conditions set out in Clause 2.2 excluding Clauses 2.2.1 and 2.2.9. Waiver of any Condition Precedent shall not relieve any Party from its general obligations under this Lease and Development Agreement in relation to such condition. Each Party shall, however, use its best efforts to cause the fulfilment of the conditions that may be waived by the respective other Party.

2.4 On the Effective Date, the Project Company shall, subject to the conditions of this Lease and Development Agreement including Clause 4.2, enter and possess the Site. The Project Company shall be granted access to the Site immediately from the Signing Date for purposes of master-planning, ground surveys and soil investigations, preparations of documents required for the obtaining of the Detailed Building Approval and all other works and investigations that are customary in anticipation of the implementation of the Project according to Best International Practices.

2.5 If the Effective Date has not occurred within eighteen (18) months from the Signing Date and the Parties have not agreed to extend such deadline, either Party may terminate this Lease and Development Agreement with immediate effect by giving written notice to the other Party. The Parties expressly agree that in case of such termination by either Party, the Government shall immediately (i) reimburse to the Project Company any and all amounts paid by the Project Company to the Government in

connection with the Project, including but not limited to, the advance payment Rent of ten million Euros (€10,000,000) (plus Interest at the rate of two per cent (2%) above EURO LIBOR (three (3) monthly rate) which shall be reimbursed by the Government directly to Orascom Development Holding AG which has paid this amount on behalf of the Project Company. provided that the coming into force of this Lease and Development Agreement was not prevented due to the default of the Project Company.

2.6 The Project Company shall as soon as practicable prepare all documents and applications that are necessary to obtain the Approvals for all Minimum Build Obligations that form part of the Initial Phase of Development.

2.7 If Ratification has not occurred on or before December 31, 2009, the Project Company may terminate this Lease and Development Agreement with immediate effect by giving written notice to the Government and the Government shall immediately (i) reimburse to the Project Company any and all amounts paid by the Project Company to the Government in connection with the Project, including but not limited to, the advance payment Rent of ten million Euros (€10,000,000) (plus Interest at the rate of two per cent (2%) above EURO LIBOR (three (3) monthly rate) which shall be reimbursed by the Government directly to Orascom Development Holding AG which has paid this amount on behalf of the Project Company.

3 Term and Extension of this Lease and Development Agreement

3.1 Upon the Effective Date, this Lease and Development Agreement shall enter into force and shall remain in force for the Term, being ninety (90) Years, unless terminated in accordance with the terms and conditions of this Lease and Development Agreement.

3.2 As from the eighty-eighth (88th) anniversary of the Effective Date the Government and any Third Party Purchasers or the Project Company and its Affiliates shall enter into good faith negotiations in relation to the grant of a new ninety (90) Year Usage Right in respect of any Villa Plot Remainder and any Plot upon which an Apartment Building has been constructed and should the Parties fail to agree on the commercial terms for the sale of such new ninety (90) Year Usage Right by the eighty-ninth (89th) anniversary of the Effective Date either Party may request the President of the International Court of Arbitration to appoint an independent valuer to determine the value of any such new Usage Right and such determination shall be final and binding upon the Parties.

Part Three: Lease, Usage Right Freehold and Related Rights

4 Lease and Usage Rights

4.1 As from the Effective Date and in consideration of the Rent payable by the Project Company to the Government in accordance with the terms and conditions of this Lease and Development Agreement, the Government:

4.1.1 transfers possession of the Site and leases the Site to the Project Company for the duration of the Term and any extensions thereof; and

4.1.2 agrees to grant the Project Company, Third Party Developers, and Third Party Purchasers Usage Rights and Freehold in accordance with the provisions of this Lease and Development Agreement and based on the Usage Right Agreement.

4.2 As of the Signing Date and until the Effective Date, the Project Company shall be granted access to the Site solely for the purposes of master planning, ground surveys and soil investigations and obtaining of Approvals.

4.3 The Project Company and the Government (subject to completion of the necessary applications by the Project Company) shall procure that this Lease and Development Agreement and any Usage Right in relation to the Site and any Right of First Refusal is registered, pursuant to the Clausula Intabulandi contained in **Schedule 13** of this Lease and Development Agreement, in accordance with Clause 2.2.10 on the Effective Date. The Government shall use all reasonable endeavours to assist the Project Company in its application for registration.

5 Subdivision, Registration, Sale and Release

5.1 The Parties acknowledge and agree that the Site shall be subdivided, pursuant to the applicable Spatial Plan, into separate identifiable Plots based on the plans of the Project Company to sell Usage Rights and Freehold whereupon the Government shall record separate registered title in respect of land that will form part of each such Plot in the name of the Government until the sale to Third Party Purchasers and shall allow registration of Freehold to the Apartment Buildings and Villas forming part of a Plot which is not registered as Freehold in the name of the Project Company, Third Party Developers or Third Party Purchasers. The Project

Company, Third Party Developers or Third Party Purchasers will bear the costs for the registration of the Freehold or Usage Right as the case may be.

6.2 The Project Company shall have the right, and the Government shall be under the obligation to do all such things as are necessary, in order to enable the Project Company to, from time to time, register, sell, lease, transfer, assign or otherwise dispose to Third Party Developers and Third Party Purchasers:

6.2.1 Usage Rights pertaining to any Plot or other part of the Site;

6.2.2 Freehold rights pertaining to any Villa and Villa Freehold Plot;

6.2.3 Freehold rights pertaining to any Apartment together with the Commonhold rights pertaining to the Apartment Building;

6.2.4 Freehold rights pertaining to any land forming part of a Villa Plot Remainder upon which a Building has been or will be developed and in respect of which the Freehold has been transferred in accordance with Clauses 6.3 and 6.4 to the relevant Third Party Purchaser;

6.2.5 Usage Rights pertaining to any Villa Plot Remainder and Usage Rights pertaining to the Plot on which an Apartment Building is situated; and

6.2.6 Leasehold and Sublease rights including Long Term Leases pertaining to the Site or any part thereof provided that it is understood by the Parties that the Project Company will not be permitted to assign or transfer this Lease and Development Agreement it being understood that the Project Company's obligations hereunder may not be transferred in whole or in part.

6.3 The Project Company or the interested party shall be entitled to record a separate registered Freehold or Usage Right, as the case may be, in the name of a Third Party Developer and a Third Party Purchaser, upon the making of an application, duly completed in all respects and subject to payment of all relevant fees and charges and to the agreement of the terms of any Usage Right to which the Government is a party.

6.4 The Government agrees, subject to Clause 6.8, to release any sold Plots or Plots for which Disposal Interests have been granted from the lease area under this Lease and Development Agreement (subject to payment of the purchase price, where applicable, pursuant to either Clauses 6.1, 6.3, 6.5 or 6.6 and shall, each time, (i) decrease the area of land under this Lease and Development Agreement within the Site by the area of

Freehold or Usage Right land, whether in form of a Plot or otherwise delineated, to reflect such release; and (ii) accordingly decrease the Rent payable by the Project Company under this Lease and Development Agreement in accordance with Clause 17.

5.5 The Parties agree that rights granted under Clause 5 shall be further specified as to **Schedule 15** with regard to subdivision of the Site, registration and transfer of the lease, sublease, Freehold and Usage Rights.

6 Purchase Price for Freehold relating to Villas and Purchase Price for Usage Rights relating to Apartments and Commercial Buildings

6.1 The purchase price payable by the Project Company to the Government for the Disposal to a Transferee of a Villa Plot shall, subject to Clause 6.7, be eighty Euros (€80) per square metre multiplied by the total square metre size of the Villa Plot.

6.2 The purchase price referred to in Clause 6.1 above for the Disposal shall be payable pro rata with receipt by the Project Company of each instalment of the purchase price or each instalment of any payment in kind in lieu of a purchase price (if applicable) payable by a Transferee for a Villa Plot. In the event a Disposal of a Villa Plot to a Transferee is cancelled, withdrawn or terminated prior to the transfer of the Freehold and/or Usage Rights and/or other Disposal Interest to the Transferee then the Government shall be entitled to retain the part payment of the fee it may have received (provided that the Project Company does not refund to the Transferee the stage payment for the purchase price it has received under an obligation in its contract with a Transferee or in accordance with the Law, in which case the Government will refund the part payment of any fee it may have received) and if the Project Company subsequently disposes of such Villa Plot to another Transferee then only the balance of the purchase price shall be due to the Government and will be payable by the Project Company pro rata with receipt of payment by the Project Company of instalments of the new purchase price or any payment in kind in lieu of a purchase price (if applicable) from the new Transferee.

6.3 The purchase price for the subsequent transfer to a Transferee of the Freehold of any land forming part of a Villa Plot Remainder on which a Building has been developed after the registration of the Freehold to the Villa shall be four Euros (€4) per square metre multiplied by the total square meterage of such land it being understood that the Municipality or

the Government shall not grant any building license in relation to the Villa Plot Remainder without the prior written approval of the Project Company and the payment of the four Euros (€4) per square metre.

6.4 The purchase price for the transfer of the Freehold of any land forming part of a Villa Plot Remainder upon which a Building has been built shall be payable by the Project Company to the Government either upon receipt of payment by the Project Company or its Affiliates of the purchase price or any payment in kind in lieu of a purchase price (if applicable) from the relevant Transferee or shall be payable pro rata with receipt by the Project Company or its Affiliates of each instalment of such purchase price or each instalment of any payment in kind in lieu of a purchase price (if applicable) if payable by stage payments (as the case may be).

6.5 There shall be no purchase price payable to the Government for the Freehold pertaining to the Apartments that will be sold separately but there shall be a purchase price for the Disposal of a Plot related to an Apartment Building payable by the Project Company to the Government of eighty Euros (€80) per square metre multiplied by the total square meterage of such Plot used for an Apartment Building which, for the purposes of calculating the purchase price shall be the greater of (i) one point two (1.2) times the square metre footprint size of the respective Apartment Building or (ii) the size of the actual Plot transferred to the Transferee upon which or upon part of which the Apartment building will be developed. The purchase price of eighty Euros (€80) per square metre shall be payable pro rata with receipt of payment by the Project Company or its Affiliates of instalments of the purchase price or of instalments of any payment in kind in lieu of a purchase price (if applicable) from the Transferee granted the Disposal Interest to develop the Apartment Building.

6.6 The price for the Disposal of any Plots designated for Commercial Buildings shall be fifteen Euros (€15) per square metre multiplied by the total square meterage of any such plot for Commercial Buildings and shall become payable (save that, for the avoidance of doubt, the sale price received by the Project Company or its Affiliates or Subsidiaries from a purchaser of a Commercial Building shall form part of Gross Receipts for the purposes of calculating Turnover Rent) pro rata with receipt by the Project Company or its Affiliates or Subsidiaries of each instalment of the purchase price or of instalments of any payment in kind in lieu of a purchase price (if applicable) payable by the Transferee.

6.7 The purchase price payable by the Project Company to the Government and referred to in Clauses 6.1, 6.3, 6.5 and 6.6 shall be index linked starting from the Effective Date and shall be increased in accordance with

Schedule 16.

6.8 The Government acknowledges that the Project Company may effect Disposal of one or more Villas Plots to third parties for no valuable consideration for the purposes of promoting the Project. In such event, the Government will not receive the purchase price referred to in Clause 6.1 or any other such purchase price but the square meterage of the Villa Plot sold for no valuable consideration will continue to form part of the Remaining Land for the purposes of calculating the Rent under Clause 17. In the event a Villa Plot is disposed of for no valuable consideration for reasons other than the promotion of the Project then the Government shall receive the full purchase price of eighty Euros (€80) multiplied by the total square meterage of such Villa Plot, such purchase price to be payable by the Project Company to the Government as to fifty percent (50%) upon completion of the disposal of such Villa Plot and as to the remaining fifty percent (50%) upon completion of registration of the Transferee as owner of the Villa Plot at the Land Registry.

6.9 In the event there is a Disposal of any Plot within the Site which is not included in an area where the development of a Building or Buildings is planned in accordance with the Spatial Plan or the Detailed Urbanistic Plan or where the development of a Building or Buildings is not proposed or planned for the foreseeable future the Government shall not receive any purchase price pursuant to this clause but the Plot included in the Disposal shall remain subject to this Clause 6.9 and shall not be released from this Lease and Development Agreement pursuant to Clause 5.4 and if the development of a Building subsequently takes place on such Plot, then the Project Company shall pay to the Government the purchase price payable under Clauses 6.1 and 6.2 if such Building is a Villa, the purchase price payable under Clause 6.5 if such Building is an Apartment Building or the purchase price payable under Clause 6.6 if such Building is a Commercial Building and upon payment of such purchase price in full the Plot shall be released from the Lease and Development Agreement in accordance with Clause 5.4. Nothing in this clause shall prevent the Project Company from transferring a Usage Right of a Plot to any Third Party Purchaser.

6.10 In the event a Commercial Building is converted to an Apartment Building or a Villa or Villas then the Project Company shall pay to the Government an additional sixty five Euros (€65) per square metre multiplied by the total square meterage of the Plot for such Commercial Building which additional purchase price shall be payable upon completion of the conversion of such Commercial Building to an Apartment Building or Villa or Villas. If there is a mixed use of any Commercial Building or of any

Apartment Building where part of the building is used for commercial and residential purposes then the purchase price for the respective Plot shall be calculated in proportion to the commercial and residential use (for example: if the Plot has a size of 1,000 sqm and the Building has 1,000 sqm net usable area 20% of which are used for commercial purposes, then the purchase price shall be calculated as 200 square meters at €15 and the remaining 800 square meters at €80).

6.11 In the event there is a Disposal of any Plot upon which it is intended to develop both residential and commercial Buildings (such as a hotel plus several Villas) the purchase price for such Plot shall be calculated in proportion to the square meterage of the Plot allocated for commercial use and the square meterage of the Plot allocated for residential use (for example, if the Plot has a size of 10,000 square metres and 6,000 square metres of the Plot are allocated for the development of Commercial Buildings and 4,000 square metres of the Plot are allocated for the development of Villas or Apartment Buildings then the purchase price shall be €410,000, i.e. €90,000 (€15 x 6,000) in respect of the Commercial Buildings and €320,000 (€80 x 4,000) in respect of the residential Buildings).

6.12 In the event a residential Building or residential Buildings (i.e. a Villa or an Apartment Building) were subsequently developed on a Plot originally disposed of as being designated for Commercial Buildings only then the Project Company shall pay to the Government an additional sixty five Euros (€65) per square metre multiplied by the total square meterage of the sub Plot within the Plot upon which the residential Building or Buildings will be developed, such additional purchase price shall be payable pro rata with receipt by the Project Company of each instalment of the purchase price or each instalment of any payment in kind in lieu of a purchase price (if applicable) payable by a Transferee of the sub Plot upon which the residential Building or Buildings will be developed.

6.13 The Project Company shall have a Right of First Refusal for any part of the Site which the Government intends to sell to any third party and such right shall be registered in the Land Registry upon request of the Project Company.

7 Granting of Related Rights

7.1 The Government hereby grants to the Project Company all rights to perform, in accordance with this Lease and Development Agreement, the Law and under the statutory and non-discriminatory supervision and

control of the concerned Governmental authorities, the Development Tasks, and subject to the provisions of this Lease and Development Agreement, including the following:

7.1.1 the exclusive right to use and develop the Site by implementing the Project thereon, including subdividing the Site into separate Plots in accordance with Clause 5, each with its own registered title documentation, for the purposes of selling Freehold rights to Villas and Apartments, leasing, mortgaging, utilizing or undertaking similar dealings with the Villa Plots and the Plots for the Apartment Buildings **provided that** the number of semi-detached or attached (townhouse) Villas developed on the Site shall not exceed the number of detached Villas developed on the Site;

7.1.2 the right to acquire, lease, sell Buildings or transfer Freehold to any Building which is not a Commercial Building (as the case may be and at the discretion of the Project Company) to Third Party Purchasers, Third Party Users or any third party and the right to assign the right to acquire Freehold to Subsidiaries and Affiliates (the exercise of which shall constitute a Disposal), all in accordance with this Lease and Development Agreement;

7.1.3 the exclusive right (assignable in accordance with the terms hereof) to develop, design, construct, and build hotels, restaurants, golf courses and other tourism facilities within the Site, which are to be built in accordance with the Spatial Plan, the Detailed Urbanistic Plan and the Law;

7.1.4 the exclusive right (assignable in accordance with the terms hereof) to lease, sell, market, utilise and/or operate hotels, restaurants, golf courses and other tourism facilities within the Site, which are built as contemplated in the Masterplan and in accordance with the applicable Spatial Plan and the Detailed Urbanistic Plan;

7.1.5 subject to this Lease and Development Agreement, the exclusive right to control the Coastal Areas and the right to use the related aquatorium as shown in the State Location Study ("Aquatorium");

7.1.6 the exclusive right to levy such fees on Third Party Purchasers, Third Party Users and any other third parties who are granted rights of usage, Usage Rights or any sort of occupation of parts of the Site as are deemed in its sole discretion necessary or desirable to maintain, operate and manage the Project Assets, the Site generally or to benefit from the Project pursuant to the terms of this Lease and Development Agreement provided that this right shall not exclude or impinge upon the sovereign

right of the Government or the Municipality to levy taxes and fees subject to the terms of Clause 9;

7.1.7 the right to connect with, have access to, and utilise the Infrastructure and Utilities in accordance with this Lease and Development Agreement for the purposes of the Project;

7.1.8 the right to connect with, have access to, and utilise, offer, distribute and sell the Infrastructure and Utilities to Third Party Users, Third Party Purchasers and other third parties within the Site in accordance with this Lease and Development Agreement, and the terms of supply from the Utility Providers, for the purposes of the Project;

7.1.9 the right to develop, build, and operate on the Site a sewage treatment plant, including waste water treatment, water clarification, purification, a desalination and/or demineralization plant, with adjacent electric power generating plant, and all other plants and connected systems, pipelines, access points etc. which are typically necessary to operate a project of similar dimension;

7.1.10 the right to create an encumbrance over the whole or a part of the Site by way of mortgage for the purpose of securing finance for the Project or any future extension, that is in accordance with Best International Practices, as applicable at the time, by encumbering the Usage Rights or the leasehold rights pertaining to the Site;

7.1.11 the right to enter into contracts with Third Party Users and Third Party Purchasers or any other third party for the provision of maintenance, sewage disposal, garbage collection and water and/or to offer any other services in the Site typically required by Third Party Users, Purchasers and any other third parties, and to charge therefor in accordance with commercial terms;

7.1.12 the exclusive right to the use and control of the Coastal Area, including the right to construct the Mooring Area, the Pier, the Jetty, pontoons, walkways and other similar structures over and upon such areas and to derive income by entering into leases, licences or similar arrangement(s) with Third Party Purchasers, Third Party Users or other third parties;

7.1.13 the exclusive right, subject to the Spatial Plan, the Detailed Urbanistic Plans, the Law and the provisions of this Lease and Development Agreement to grant on commercial terms exclusive and non-exclusive contractual licences (however such contractual licenses shall not replace those required by Law and issued by any Governmental authority) and/or

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contracts to third parties selected by it, by tender or otherwise, for the provision of any relevant services which the Project Company may determine to be necessary or desirable within the Site and which may benefit the Project Company, Third Party Purchasers, or Third Party Users and provided that these third parties are licensed to carry out commercial activities in Montenegro;

7.1.14 the right to transfer, assign, sell or lease to any Affiliate or Subsidiary in whole or in part any right, interest or title that has been or will be granted to the Project Company under this Lease and Development Agreement and in accordance with the provisions restricting such transfer assignment sale or lease set out in this Lease and Development Agreement, provided that the Project Company remains liable for the fulfilment of its obligations under this Lease and Development Agreement and therefore requires and ensures under the agreements with the respective Affiliate or Subsidiary that they comply with the terms and conditions as set forth under this Lease and Development Agreement, the Spatial Plan and all other Schedules hereto, and provided that any such transaction must be made on commercial terms;

7.1.15 the right to dispose of solid waste/garbage in designated land fill sites provided by the Government or other concerned authorities in accordance with applicable procedures, contract terms, and regulations; and

7.1.16 the right to access the Site and to grant such right to Third Party Purchasers, Third Party Users and any other third parties wishing to visit the Site.

7.2 Although the Project Company shall primarily operate and benefit from the Project through the sale of Villas, Apartments and other Buildings, transfer of Usage Rights or the granting of leases, commercial licences or Freehold rights with respect to Villas and Apartments to Third Party Purchasers and/or Third Party Users, the Project Company shall also have the exclusive right to benefit from, operate and manage any facility and shall have the right to provide itself or through third parties any services, save for Civil Defence Services and the security services referred to in this Lease and Development Agreement, at the Site it deems appropriate in accordance with the Law, and the provisions of this Lease and Development Agreement.

7.3 The Government hereby grants to the Project Company in accordance with the Law the right, obligation and full authority pursuant to this Lease and Development Agreement to perform the Development Tasks.

8 Third Party Developer

8.1 The following terms shall apply with regard to a Third Party Developer:

8.1.1 should the Project Company consider that it would be beneficial that a Qualified Person should be nominated as a Third Party Developer, the Project Company shall notify the Government of its wish to proceed with a Third Party Developer;

8.1.2 the Project Company shall provide the Government with substantiating information on the Third Party Developer (including information providing evidence that the Third Party Developer is a Qualified Person) and specify what element of the Development Tasks will be performed by the Third Party Developer and the Project Company shall be entitled to appoint Third Party Developers that are Qualified Persons;

8.1.3 if a Third Party Developer is appointed to perform an element of a Minimum Build Obligation, the Project Company shall notify this to the Government and shall remain fully liable for the completion of this specific Minimum Build Obligation element in accordance with this Lease and Development Agreement and the Project Company shall continue to be the sole point of contact with the Government regarding all matters concerning the specific Minimum Build Obligation as if it was being performed by the Project Company itself; and

8.1.4 the Government may only object to the nomination of a Third Party Developer within four (4) weeks after the notification pursuant to this Clause 8.1 has been made and on basis of substantiated grounds based on which it cannot be reasonably expected that the nominated Third Party Developer will be capable of carrying out the respective task.

8.2 For the avoidance of doubt, after the completion of a Villa, Apartment, Apartment Building or Commercial Building on a Plot, a Third Party Developer and/or a Third Party Purchaser shall have the right to sell any Freehold or Usage Rights that have been granted, as the case may be, together with any Villas, Apartments, Apartment Buildings or other Buildings or separately registered parts thereof situated on a Plot to any third party and such transfer of title shall be effected and registered in accordance with the Law.

Part Four: Infrastructure, Utilities and Municipal Charges

9 Infrastructure and Utilities

9.1 The Government and the Municipality shall make available or cause to be made available to the Project Company the Infrastructure and Utilities set out in **Schedule 7** free of charge to Specified Connection Points as set out in **Schedule 7**. The Project Company shall then connect all Project Company Infrastructure and Utilities to these points at its own expense.

9.2 The Project Company shall be responsible for any connection of Infrastructure and Utilities from the Specified Connection Points to the Site and shall initially own and have the sole right to (including the exclusive right to use) and liability for the Project Company Infrastructure and Utilities (within the Site). The Government and the Municipality shall only bear all cost for planning, building, operating, maintaining and providing the Infrastructure and Utilities to the Specified Connection Points, it being understood that the Municipality and Government shall have the right to charge and collect from the Project Company and third parties the customary consumption and user charges, fees and levies as shall be in effect from time to time in accordance with the Law. The Municipality shall not bear any cost for Project Company Infrastructure and Utilities and the Infrastructure and Utilities from the Specified Connection Points to the Site in the event that the investments of the Project Company or third parties exceed the total Credited Infrastructure Cost (as hereinafter defined).

9.3 The Government and the Municipality shall allow the Project Company and grant or cause third parties to grant the necessary rights and all easements to construct, own and operate any lines and connections from the Specified Connection Points to the Site. Following the completion of every twelve (12) Years the Project Company shall transfer to the Municipality and the Municipality shall own all Infrastructure and Utilities and all Project Company Infrastructure and Utilities and the Project Company shall, at the option of the Municipality, maintain the Project Company Infrastructure and Utilities until the end of the Term. The cost for planning, construction, operation and maintenance of the Infrastructure and Utilities from the Specified Connection Points to the Site and the Project Company Infrastructure and Utilities shall be credited in accordance with Clause 9.7.

9.4 The Project Company shall have the exclusive right, either itself or through third parties, to distribute and sell utilities to Third Party Purchasers and Third Party Users or any other third party within the Site, such as water, sewerage, electricity, telephone and internet services that have been provided by Utility Providers to the Site. The Project Company acknowledges that the revenue and income received or receivable by the Project Company from the sale of utilities pursuant to this clause shall

form part of the Gross Receipts. It is agreed that the 3% referred to in Clause 1.36 shall be deducted from the Turnover Rent payable to the Government and shall be paid by the Project Company to the Municipality.

9.5 In recognition of the Project Company providing all Project Company Infrastructure and Utilities and connecting the Infrastructure and Utilities from the Specified Connection Points to the Site, the Municipality and the Project Company have agreed that municipal or other charges in relation to the Site and the Project for any infrastructure and utilities cost or other general charges with the exception of the usual consumption charges shall only be invoiced but not be due and payable until completion of the accounts for the twelve (12) Years and that after completion of accounts for the twelve (12) Years the Parties shall calculate the actual cost for Infrastructure and Utilities (from Specified Connection Points to the Site) and Project Company Infrastructure and Utilities spent in relation to the Project by the Project Company, Affiliates, Subsidiaries, Third Party Purchasers, Third Party Users for such infrastructure against the Credited Infrastructure Cost in accordance with Clause 9.6 below. The Parties agree to apply the provisions of this Clause 9 to every twelve (12) Year development period until the end of the Term.

9.6 The Parties shall calculate the municipality charges as set out in **Schedule 3** ("Municipal Charges") upon submission of each application for a Detailed Building Permit and the Municipality shall issue a pro forma invoice to the Project Company based on the agreed Municipal Charges ("Credited Infrastructure Cost") that shall be credited until the end of the twelfth Year of the Term and that shall be offset in accordance with Clause 9.7 against any cost for Roads, water pipes, sewerage pipes, sidewalks, city lights, parking facilities, road signs, sewerage treatment, electricity installations and lines, technical studies related thereto (and other parts of infrastructure and utilities that are under the Law the responsibility of the Municipality – currently set out under Articles 65-67 of the Law on Spatial Development and Construction of Object) and all costs for future maintenance and replacement of the above ("Municipal Infrastructure"). The Municipal Charges shall be fixed for a period of six (6) Years and shall thereafter be adjusted in accordance with the Law and consistent with the charges generally applied by the Municipality not discriminating against the Project. If the Municipality assumes the maintenance and replacement of the Project Company Infrastructure and Utilities, the costs for such maintenance and replacement shall not form part of the costs to be offset in accordance with this Clause 9.6.

9.7 It is agreed that the Parties will meet to calculate the investments completed by the Project Company after twelve (12) Years and calculate the total amount of investment for Project Company Infrastructure and

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Utilities and for the connection of the Infrastructure and Utilities from the Specified Connection Points to the Site until the end of such term. Should the total infrastructure investment in relation to the Project calculated in accordance with Clause 9.6 be below the total Credited Infrastructure Cost, the Project Company shall have the right to invest such shortfall within the following two (2) Years in additional Project Company Infrastructure and Utilities or pay directly to the Municipality any difference.

9.8 The Municipality will only charge, whether directly or through the utility companies that it controls, the fees, charges, expenses and levies set out in **Schedule 3** for or in relation to the Project and the charges referred to in **Schedule 3** shall be fixed for six (6) Years. The Municipality agrees not to make any discriminatory claims for charges or levy any discriminatory fees.

9.9 The Project Company will construct in two phases at its expense a water pipeline from the Specified Connection Point set out in **Schedule 7A** which shall at all times have sufficient capacity to allow for the Municipality to participate with a quota of 70 litres per second apart from the use of the Site, and the Project Company shall grant access to its sewerage treatment plants to any residential buildings in direct vicinity of the Site, all in accordance with the results of the technical survey and locations of infrastructure centres and if such connections are stipulated by the Spatial Plan of the Municipality.

10 Civil Defence Facilities

10.1 The Project Company shall construct at its own expense and in accordance with the Development Standards and as specified by the Spatial Plan and the Detailed Urbanistic Plan, the Civil Defence Facilities for the benefit of the Project within the Site to the reasonable satisfaction of the Government unless the Government informs the Project Company in writing that certain Civil Defence Facilities will not be required for the Project. Should the Government request for the Civil Defence Facilities to be constructed outside the boundaries of the Site, then the cost of the land shall be at the sole expense of the Government, while the cost of the construction shall be borne by the Project Company. The Civil Defence Facilities shall be constructed in coordination with the concerned authorities and as per their reasonable requirements, plans and specifications, as stated in **Schedule 2.** The Government shall be responsible for the upkeep, maintenance, repair and replacement of the Civil Defence Facilities.

10.2 The Project Company acknowledges that:

10.2.1 the location of any of the Civil Defence Facilities cannot be moved unless there is a reasonably substantiated good cause and adequate replacement facilities; and

10.2.2 no material alteration can be made to any of the Civil Defence Facilities; and

10.2.3 the Civil Defence Facilities cannot be temporarily closed without the consent of the Government.

10.3 The Civil Defence Services shall be carried out by the Government and/or the Municipality, or such Person(s) licensed by them and the Government and/or the Municipality reserves the right to charge the Project Company for the authorised costs in relation to the Civil Defence Services provided that the Government imposes such charges on companies in similar projects and at similar rates.

11 Close Development and Right of First Refusal

11.1 The Parties agree that the roads forming part of the Infrastructure and Utilities shall be constructed by the Project Company and the Government as shown in **Schedule 7**.

11.2 The Government shall use its best efforts to resolve the claims in connection with the Disputed Land shown in **Schedule 6** forming part of the Site and the Government shall procure that such claims or disputes shall have no adverse effect on the development of the relevant parcels.

11.3 The Government and the Municipality agree to grant to the Project Company a Right of First Refusal to purchase or lease, under the same conditions as provided under this Lease and Development Agreement, the Governmental and Municipal land forming part of the areas located within the Blue Zone, Red Zone and the Yellow Zone and to register such Right of First Refusal with the Land Registry.

11.4 The Government and the Municipality will procure that (i) for a period of twenty years (20) from the Effective Date, no industrial buildings with any significant emissions of any kind (noise, effluent, smoke, garbage) will be licensed or otherwise permitted in the areas located within the Green Zone as set out **Schedule 1** and (ii) in the Blue Zone; only such development will be permitted that conforms to the same density or the same height or lower applicable to the closest area permitted for Buildings on the Site. For existing buildings any replacement will be authorised provided the density

or the height are the same or lower. Any exceptions to the above will be discussed between the Government and the Project Company.

11.5 The Government and the Municipality will procure that (i) for a period of twenty years from the Effective Date, no development of any building structures whatsoever will be licensed or otherwise permitted in the areas located within the Red Zone as set out **Schedule 1**.

12 Drainage, sewage and waste water

12.1 The Project Company shall have the right, at its own cost, to develop, build, own and operate on the Resort a sewage treatment plant, including waste water treatment, water clarification and purification with adjacent electric power generating plant and all other plants and connected systems, pipelines, access points and other equipment and materials which are typically necessary to operate a project of similar size to the Development.

12.2 Subject to any further agreement that may be entered into with the relevant body of the Government, the Municipality or any other authority regarding drainage, sewage and/or waste water, the Project Company shall have the right to enter into contracts with any third party or third parties for the provision of maintenance of the plant and equipment referred to in Clause 12.1 above and/or for the provision of sewage disposal, and/or for the provision of other similar services and to charge for it.

13 Waste disposal

The Project Company shall be responsible for arranging collection and transportation of all solid waste arising in the Resort to designated waste disposal sites in accordance with Legal Obligations. The Government shall procure that the waste disposal site designated shall be within reasonable vicinity of the Resort but outside the Green Zone and the Project Company shall pay the tipping and other charges customarily charged in respect of such services by the Government, or any corporate successor operating such sites, for the use of such disposal sites provided that the Project Company shall have the exclusive right to levy charges and fees directly from any Third Party Purchaser, Third Party User, Third Party Developer or any other third party benefiting from such waste collection and disposal services.

14 The Mooring Area, the Pier, the Jetty and Navigational Aids

14.1 The Project Company shall have the right to use and occupy the Aquatorium (as defined in the State Location Study) and the Coastal Area including the right to construct and/or to enter into contracts for the construction of the Mooring Area, the Pier and the Jetty as described in Schedule 10 and also the right to develop other Buildings on the Coastal Area. The Project Company shall also have the right to derive income from the Coastal Area by entering into leases, licences or other similar arrangements with Third Party Purchasers, Third Party Users or other third parties without the requirement of any approval of the Public Company for Administration of Marine Estate of Montenegro. The Project Company shall also have the right to enter into contracts for the development of Buildings on the Coastal Area.

15 Access to the Resort

15.1 The Site shall be a private development area and save for the public roads and other public areas designated as such by the relevant Detailed Urbanistic Plans, the roads, parks, waterways and other common usage areas as well as traffic passage and parking within the Site shall be subject to the Project Company's responsibility which shall be entitled to issues rules and regulations for the use of the Resort in accordance with the Law. The Site and its public facilities (such as bars, restaurants and shops) will however remain accessible, within certain reasonable limits, for members of the public such as individual and group travellers and individual tourist buses provided that such use will not lead to disturbance of any kind. The Coastal Area will also similarly remain accessible to members of the public with the understanding that only 50% of the public beaches shall be accessible to the public without payment of a fee while the remaining 50% shall be accessible against payment of a fee for using the beach facilities and the Coastal Area and the beaches fronting the Villas and the hotels shall be designated as hotel beaches which shall be subject to access consistent with Montenegrin regulations applicable to hotel beaches at the date hereof. The Project Company shall allow public access by motor vehicles to the main parts of the road network within the Site. No charges or limitations shall be placed upon the public by the Project Company for the use of the main road in the Site but it is agreed that any such use shall not adversely affect the traffic situation in the

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Resort and that use by buses and heavy vehicles shall be restricted. The Project Company shall have the right to restrict or prevent members of the public having access to any part of the Resort for security reasons or for parts of the resort on which any Works relating to the Development are being carried out or which have been closed for purposes of maintenance and repair in accordance with this Clause 15.

15.2 The Project Company shall have the right to restrict or prevent members of the public having access to (i) the Villas and Apartment Buildings (including the Roads leading directly and exclusively to the Villas and Apartment Buildings), and (ii) the Golf Course and the golf club and (iii) any other facilities or leisure activities intended for use by private members only; and regulations regarding the passage of traffic within the Resort and parking within the Resort shall be under the control and responsibility of the Project Company, save that municipal services in respect of traffic accidents, crime and public order will be the responsibility of the relevant government or municipal authority.

Part Five: Project Company's Covenants

16 Minimum Build Obligations and Minimum Investment Obligations

16.1 The Project Company shall, subject to the granting by the Government or the Municipality of the necessary Approvals, in particular the necessary building permits and other administrative permits, consents and licences in accordance with the Law, which may be required for the Project Company to perform its activities anticipated herein, discharge, complete and fully perform the Minimum Investment Obligations and the Minimum Build Obligations.

16.2 The Minimum Investment Obligations and the Minimum Build Obligations with regard to the Initial Phase of Development shall, subject to any extensions granted in accordance with the terms of this Clause 16, be completed within four Years from the Effective Date.

16.3 The Minimum Build Obligations with regard to the Second Phase of the Development shall, subject to any extensions granted or permitted under the terms of this Clause 16 be completed within eight (8) Years of the Effective Date and the Minimum Build Obligations with regard to the Third Phase of the Development shall, subject to any extensions permitted under the terms of this Clause 16 be completed within twelve (12) Years from the Effective Date.

16.4 The time frames for the completion of the Minimum Build Obligations referred to in Clauses 16.2 and 16.3 and the Minimum Investment Obligations referred to in Clause 16.2 shall be subject to any reasonable extensions of time granted or to be granted as a result of Force Majeure or any extensions of time to be granted as a result of a breach of any terms of this Lease and Development Agreement or any of its obligations hereunder by the Government which causes a delay in the fulfilment of the Minimum Investment Obligations or Minimum Build Obligations.

16.5 The Minimum Build Obligations and the Minimum Investment Obligations will be performed by the Project Company either directly or through:

16.5.1 its Subsidiaries; or

16.5.2 its Affiliates; or

16.5.3 a Third Party Developer; or

16.5.4 a Third Party Purchaser or a Third Party User;

provided that the Project Company and its Subsidiaries shall carry out and perform a minimum of (i) fifty percent (50%) of the Minimum Build Obligations related to hotel rooms and (ii) at least twenty five percent (25%) of the remainder of the Minimum Build Obligations; and provided further that the Project Company shall continue to be wholly responsible for the performance of all its obligations under this Lease and Development Agreement notwithstanding any sales or transfer of title to the Site or Villas, Apartments, Apartment Buildings or other Buildings or any other rights, interests or titles, including Usage Rights, to Affiliates, Subsidiaries, Third Party Developers, Third Party Purchasers or third Party Users.

16.6 Beyond any of the extensions set out in Clause 16.4, the Project Company shall be entitled to an extension of time to satisfy the Minimum Build Obligations and/or the Minimum Investment Obligations that have not been completed within the time limits specified in Clauses 16.2 or 16.3 or any extension to be granted in accordance with Clause 16.4, provided that the Project Company pays the following delay penalties to the Government:

16.6.1 the amount of fifty thousand Euros (€50,000) for each of the first six (6) months (or pro rata) of the period constituting the delay beyond the completion date set in Clauses 16.2 or 16.3 or any extension to be granted in accordance with Clause 16.4.

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16.6.2 the amount of hundred and fifty thousand Euros (€150,000) for each of the following five (5) months (or pro rata) of the period constituting the delay beyond the completion date set in Clauses 16.2 or 16.3 or any extension to be granted in accordance with Clause 16.4;

16.6.3 the amount of two hundred thousand Euros (€200,000) for each of the following four (4) months (or pro rata) (month six (6) to month nine(9)) of the period constituting the delay beyond the completion date set in Clauses 16.2 or 16.3 or any extension to be granted in accordance with Clause 16.4;

16.6.4 the amount of two hundred and fifty thousand Euros (€250,000) for each of the following four (4) months (or pro rata) (month ten (10) to month thirteen (13)) of the period constituting the delay beyond the completion date set in Clauses 16.2 or 16.3 or any extension to be granted in accordance with Clause 16.4;

16.6.5 the amount of three hundred thousand Euros (€300,000) for each of the following five (5) months (or pro rata) (month fourteen (14) to month eighteen (18)) of the period constituting the delay beyond the completion date set in Clauses 16.2 or 16.3 or any extension to be granted in accordance with Clause 16.4;

16.6.6 for the nineteenth (19) month (or pro rata for part of a month) of the period constituting the delay beyond the completion date set out in Clauses 16.2 or 16.3 or any extension to be granted in accordance with Clause 16.4 the amount of three hundred and twenty two thousand five hundred Euros (€322,500) and for each succeeding month thereafter (or pro rata for part of a month), the delay penalty shall be an amount equal to the delay penalty for the immediately preceding month multiplied by one point zero six (1.06).

The payments referred to in Sub-clauses 16.6.1-16.6.5 above are to be made on or before the fifteenth (15th) day of each such month. For the avoidance of doubt, the Government shall not be entitled to terminate this Lease and Development Agreement provided the above penalties are paid.

16.7 The Parties hereby agree to appoint a firm of international chartered accountants with substantial experience in the resort and leisure industry to assess whether the Minimum Investment Obligations have been completed which determination shall be final and binding other than for purposes of any claims by the Government related to Compensation for breach of the Minimum Investment Obligations or the termination of this

Lease and Development Agreement in relation to the failure to achieve the Minimum Investment Obligations which shall be finally determined by arbitration in accordance with this Lease and Development Agreement.

16.8 The Minimum Build Obligations in respect of each Phase of the Development shall be deemed to be completed on the issue by the Architect of a Certificate of Practical Completion.

16.9 In determining whether or not to issue a Certificate of Practical Completion, the Parties agree that the Architect must be satisfied that all the Buildings and the Project Company Infrastructure and Utilities forming part of the relevant Minimum Build Obligations are practically complete including, where applicable, the installation of all plant and machinery and all fixtures, fittings and equipment but not small operating equipment (such as linen, china, glassware, uniforms etc.) or consumables (such as food, beverage, soap etc.)

17 Rent

17.1 The Project Company shall pay to the Government the following Rent:

17.1.1 an upfront rent ("**Upfront Rent**") being a lump sum amount of ten Million Euros (€10,000,000) representing an annual rent of one million Euros (€1,000,000) for the first 10 (ten) Years of the Term on the Signing Date which shall be subject to review and adjustment as follows:

17.1.1.1 the Upfront Rent shall be adjusted each Year for the first ten (10) Years of the Term on a quarterly basis taking into account any Plots for which a Disposal Interest has been granted and which have been released from this Lease and Development Agreement in accordance with Clause 5.4;

17.1.1.2 On each Quarter Day during the period from the Effective Date until the end of the tenth (10th) Year and based on the Disposal Interests registered during the previous Quarter, the land released from this Lease and Development Agreement during the previous Quarter shall be determined and shall be expressed as a percentage ("**the Percentage**") of the land forming part of this Lease and Development Agreement at the Effective Date. For example: if on the Effective Date, the land within this Lease and Development Agreement was 6,000,000 square metres and by the Quarter Day immediately following the Effective Date the land remaining in this Lease and Development Agreement was 5,800,000 square metres, then the land released from this Lease and Development Agreement for the first Quarter would be 200,000 square metres and the Percentage for the first Quarter would therefore be 3.3333% and if at the end of the next Quarter the land remaining in this Lease and Development

Agreement was 5,500,000 square metres then the land released from this Lease and Development Agreement for that Quarter would be 300,000 square metres and the Percentage for that Quarter would be 5%;

17.1.1.3 the Percentage for each Quarter shall be multiplied by two hundred and fifty thousand Euros (€250,000) and multiplied by the remaining number of Quarters until the end of the tenth Year and the resultant figure shall be treated as a loan by the Project Company bearing annual Interest at the rate of two percent (2%) above EURO LIBOR (three (3) monthly rate) and the loan for each Quarter shall be collectively known as "**the Loan Amount**" and shall be calculated as set out in **Schedule 21**; and

17.1.1.4 the Loan Amount shall, unless repaid earlier by the Government, be set off against the Rent due under Clause 17.1.3 below until fully repaid;

17.1.2 an additional annual rent ("**Annual Rent**") for the first ten (10) Years of the Term of a fixed lease payment amounting to one million Euros (€1,000,000) up to and including the tenth (10th) Year with the figure of one million Euros (€1,000,000) to be reviewed and adjusted as follows:

17.1.2.1 in accordance with **Schedule 16**; and

17.1.2.2 in accordance with Clause 17.1.1.2 taking into consideration any land that has been released from this Lease and Development Agreement.

The Parties agree that the Annual Rent will not be a monetary payment but will be paid in kind in the form of issuing to the Government of ordinary shares in the Project Company to be valued at "fair market value" and paid in January in each Year up to and including the tenth Year (and the other shareholders of the Project Company shall be entitled to participate in cash in any such capital increase);

17.1.2.3 for the purposes of Clause 17.1.2, the term "fair market value" shall mean (i) if the Project Company is a public listed company, the average price of the ordinary shares of the Project Company for the period of sixty days prior to the second of January in each Year up to the tenth (10th) Year; or (ii) if the Project Company is not a public listed company, then the fair market value will be such price for the ordinary shares as agreed between the Parties but, if no such price has been agreed between the Parties by the end of January in each Year, shall be the price determined by an internationally recognised firm of accountants agreed between the Parties ("**the Expert**") or if the Parties fail to select an Expert by 15th February in any Year (or the Business Day thereafter if 15th February in any Year is not a Business Day) the President for the time being of the International

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Chamber of Commerce shall appoint the Expert on the application of either Party. The Parties acknowledge that the Expert shall be instructed to determine the fair market value on the basis of a sale of the ordinary shares of the Project Company between a willing vendor and a willing purchaser contracted on an arm's length and also on the basis of the value of the assets of the Project Company;

17.1.3 from the eleventh Year of the Term the Annual Rent and the Upfront Rent shall be discontinued and the Rent shall be an amount equivalent to zero point one five Euros (€ 0.15) per square meter per annum of Aquatorium and Remaining Land excluding the Mooring Area, the Jetty and the Pier and the Rent for the Mooring Area, the Jetty and the Pier shall be an amount equivalent to zero point three Euros (€ 0.3) per square meter per annum as such sums have increased by being index linked from the Effective Date in accordance with **Schedule 16** multiplied by the number of square metres of Remaining Land (to be adjusted quarterly on each Quarter Day) and the Rent payable under this Clause 17.1.3 shall be paid in advance for each Quarter on the date which is thirty (30) days after each Quarter Day;

17.1.4 in addition to the Rent described under Clause 17.1.2 above, an amount equal to two percent (2%) of the Gross Receipts (and 3% in accordance with Clause 1.36 with regard to water and sewerage invoiced) of the Project Company ("**Turnover Rent**") with the understanding that Gross Receipts shall be calculated on the assumption that transactions from which Gross Receipts are derived have been undertaken on an arm's length basis by a willing seller to a willing buyer but recognising the right of the Project Company to charge below market rates when necessary, in the interest of the Project, provided that the Turnover Rent shall be payable to the Government for the first transfer of any Building or Plot only and it being expressly understood that no Turnover Rent shall in any event be payable on any further transactions of such Building or Plot;

17.1.5 the Turnover Rent shall be paid by the Project Company quarterly in arrears on the thirtieth day after each Quarter Day for the previous Quarter based on estimates, such payments to be adjusted annually based on certified accounting records for the Gross Receipts. At the end of each Year, such quarterly payments shall be adjusted on the basis of the actual Gross Receipts (calculated on the assumption that the transactions from which Gross Receipts are derived are on an arm's length basis by a willing seller to a willing buyer) received by the Project Company during the Year. The Project Company shall keep full accounting records of all sums received and paid in respect of the Project Company's business carried on at the Resort in accordance with the IFRS. The Project Company shall

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permit the Government to inspect such accounting records and take copies. The Government may appoint, at its sole expense, a chartered accountant to perform an audit of the accounting records of the Project Company.

17.2 The Government acknowledges and agrees that it shall reimburse any Rent already paid by the Project Company under Clause 17.1 in case of termination of this Lease and Development Agreement prior to the Effective Date unless such termination was caused by a default of the Project Company described under Clause 36 or Clause 38 of this Lease and Development Agreement.

17.3 For the avoidance of doubt, the Rent payable under this Clause 17 is in addition to the sums payable to the Government under Clause 6.

17.4 For any hotel that is built and operated by the Project Company and in respect of which a Disposal Interest is not granted to any third party, the Government shall be entitled to a one time Rent of fifteen Euros (€15) per square metre multiplied by the total meterage of the Plot on which the hotel has been constructed, such fee to be payable by the Project Company upon commencement of the operations of the hotel it being understood that no other Rent shall be payable from such date in relation to the Plot on which the hotel is situated and that such Plot shall be released from this Lease and Development Agreement for the purposes of calculation of Rent.

18 Cost of Outgoings, Management, Operation, Maintenance and Utilities

18.1 The Project Company shall, in accordance with the Law, pay the Government all generally applicable rates, taxes, assessments, impositions, duties, charges and outgoings now or at any time during the Term payable by the Project Company in respect of its right and title to the Resort, including but not limited to, taxes on Usage Right, land or turnover and Value Added Tax payable on services, sales or supplies (except any tax assessed on the Government in respect of its ownership of, rental income derived from, or any dealing with its ownership or other interest in the Resort).

18.2 Save in respect to any obligations the Government may have with regard to the Civil Defence Facilities and Infrastructure and Utilities under the terms of this Lease and Development Agreement, the Government is not obligated to pay any costs of operation, maintenance or capital

improvements in relation to the Project.

18.3 The Project Company shall at all times comply with the Spatial Plan and the Project Company shall not allow the use of the Resort or any part of the Resort for any illegal purpose.

18.4 The Project Company shall not allow the presence, use or storage, discharge or disposal of any hazardous or toxic waste or materials on the Resort at any time other than in full compliance with Legal Obligations.

19 Repair

19.1 The Project Company shall:

19.1.1 keep the parts of the Resort that continue to form part of this Lease and Development Agreement in good and substantial repair and condition and to a standard consistent with the Development Standards;

19.1.2 maintain each and every park, public garden, statue, monument, water feature or other similar erection, the town centre and other public areas to a standard consistent with the Development Standards.

19.2 The Government shall have the right to inspect the Resort at regular intervals and may issue recommendations to the Project Company as regards maintenance and upkeep.

20 Alterations

20.1 The Project Company, Third Party Developers and Third Party Purchasers shall be entitled to make alterations or additions to the Site or to any Villa, Apartment, Apartment Building or Building during the Term, provided such alteration or addition is:

20.1.1 in accordance with Best International Practices;

20.1.2 in accordance with the Development Standards; and

20.1.3 carried out in a manner consistent with the other relevant provisions of this Lease and Development Agreement; and

20.1.4 in accordance with the Spatial Plan.

21 Legal Obligations

21.1 The Project Company shall observe and comply with all Legal Obligations in particular those of any appropriate municipal or governmental authority relating to planning or building controls, approvals or permits, health, safety, means of escape in case of fire, and the protection and preservation of life, property and the environment carrying out such works of modification and improvement to the Site and/or any of the Buildings as may from time to time be required by such Legal Obligations.

21.2 In carrying out its obligations and exercising its rights under this Lease and Development Agreement, the Project Company shall act in accordance with this Lease and Development Agreement, the Law and Best International Practices.

21.3 The Project Company shall not do or omit to do in relation to the Site or the Buildings or their use or occupation anything in breach of a Legal Obligation relating to the Resort by reason of which the Government may incur any liability whether for costs, a penalty, damages, compensation or otherwise.

22 Covenants relating to the Resort

22.1 The Project Company shall:

22.1.1 keep at least one hotel within the Resort open for business eleven (11) calendar months per Year during the Term, provided that the Project Company shall be entitled to close such hotel or Building or part of a Building if it is reasonably necessary to carry out repairs, replacement or major capital improvements to such Building in order to maintain it to the Development Standards and to the standards required by this Lease and Development Agreement;

22.1.2 not reduce the number of guest rooms available for letting to the public below fifty percent (50%) of the minimum number of guest rooms as described in **Schedule 12**;

22.1.3 provide such services for guests and maintain the Buildings within the Resort that are on land falling under its Usage Right and that are under its control to the Development Standards and to the standards required by this Lease and Development Agreement;

22.1.4 after having completed the Minimum Build Obligations for the Initial Phase of the Development, retain sufficient assets to be reasonably able to demonstrate that it is in a position to pay the Rent set out in Clause 17.1; and

22.1.5 use its reasonable efforts to employ Montenegrin nationals and to use Montenegrin materials and equipment, in so far as reasonable, in relation to the operation and development of the Resort and also to utilise Montenegrin services in this connection.

22.2 Until completion of the Minimum Build Obligations and Minimum Investment Obligations in accordance with Clause 16 is achieved, the Project Company shall procure that Orascom Development Holding AG (or its ultimate holding company) shall continue to hold directly or indirectly at least fifty one percent (51%) of the shares in the Project Company, and the shareholders (or their ultimate holding companies or shareholders) of the Project Company shall continue to hold directly or indirectly at least fifty one percent (51%) at least in any company established as an Affiliate or Subsidiary.

22.3 The Project Company covenants with the Government that the Project Company will effect and maintain insurance in the manner specified in **Schedule 17.**

23 Interest

Without prejudice to any other right or remedy of the Government, the Project Company shall pay to the Government Interest at the rate of eight percent (8%) above EURO LIBOR (three (3) months rate) on any Rent which is not paid to the Government on the date it is due (whether payment is formally demanded or not) and Interest on any other sum due under the terms of this Lease and Development Agreement which is not paid to the Government by the later of the date it is due and the date sixty days after a demand for due payment is made.

24 Surrender

24.1 On the expiry of the Term, the Project Company shall if so reasonably required surrender the Resort in the state and condition consistent with due compliance by the Project Company with its covenants and obligations under this Lease and Development Agreement.

25 Approvals

25.1 The Government shall provide support to the Project Company in respect of obtaining any and all licences, permits, approvals, authorisations, consents and interactions with the Government, applications and other similar matters required by Law for the construction, completion, implementation and operation of the Project while the Project Company shall use its Best Efforts to ensure that all applications and requests are always accompanied by all necessary supporting documentation and duly completed in all respects with the Law, as shall be required by the Government.

25.2 All decisions of a land and building planning nature in respect of the Project shall be governed by the Spatial Plan, the relevant Detailed Urbanistic Plan and the Law and the Government shall issue in accordance with the Law all related Approvals until completion of the Minimum Build Obligations that have been applied for in accordance with this Lease and Development Agreement and the Law.

25.3 The Parties agree to work together in good faith so as to establish practices, procedures and systems, including a code of best practices for timely Approvals, with reasonable periods designated for each type of application, whereby the Parties' activities pursuant to this Clause are undertaken expeditiously and such that all Approvals until completion of the Minimum Build Obligations are applied for and granted in accordance with the Law.

25.4 For the sake of efficiency, coordination and coherence, the Government shall, in consultation with the Project Company, establish a single point of contact for all matters pertaining to the Project available to the Project Company, its Affiliates and Subsidiaries, Third Party Developers, Third Party Purchasers and Third Party Users.

25.5 The Government unconditionally and irrevocably agrees that it will not claim for itself or its assets immunity which it might otherwise have as a Government as a defence in any legal, arbitral or enforcement proceedings arising out of this Lease and Development Agreement or any other agreement entered into in connection herewith, except in connection with enforcement proceedings which seek to execute against non-commercial Government assets. Non-commercial assets shall comprise only such assets which exclusively serve the exercise of sovereign functions.

26 Subleasing and other agreements

26.1 The Government acknowledges and accepts that the Project Company is granted the unrestricted leasehold interest for the Site for the Term. The Project Company shall have the right to subdivide any Plot subject to Usage Right in separate Plots.

26.2 The Project Company shall have the right to sublease or transfer its Usage Rights to any Third Party Purchaser, Third Party User or other third party, provided that the Project Company shall at all times retain at least fifty percent (50%) of the total Site. The Project Company shall not grant to any Person a Usage Right, lease, sublease (including any Long Term Lease) of any Plot for a term which expires after the end of the Term.

27 Project Company Status

The Government acknowledges and accepts that Project Company shall have the status of a Foreign Investor as granted by the Foreign Investment Law (Official Gazette of the Republic of Montenegro No. 36/07) and shall enjoy all rights assigned to it by **Schedule 6** of the Share Purchase Agreement. The Government is under the obligation to uphold this status for the term of the Agreement unless the shares of the Project Company held by foreign Persons fall below twenty five percent (25%).

28 Lender Security Interests

28.1 It is acknowledged and accepted by the Government that third party lenders to the Project Company may be granted, subject to the provisions of this Lease and Development Agreement, security interests over certain assets of the Project Company including under this Lease and Development Agreement, other related agreements, and the Project Assets which, inter alia, may entitle the third party lenders to assume control of such assets, assume certain rights under those agreements (including a step-in right under the Lease and Development Agreement and/or appoint appropriate personnel, contractors or the Project Company to assume, at all times subject to the relevant agreements, control of such assets. The Government agrees that (where necessary and/or appropriate) it will acknowledge the rights of the third party lenders in this regard direct to such lenders as requested by the Project Company.

Subject to the Government's written consent to the draft terms and conditions thereof, the Government will permit such lenders to exercise their rights under the agreements granting such security interest without interference. Any assignment by the Project Company by way of security as provided above shall not relieve or in any way discharge it from the performance of its duties and obligations under this Lease and Development Agreement.

28.2 At the request of the Project Company, the Government shall enter into direct agreements with the third party lenders acknowledging their rights by way of security over this Lease and Development Agreement and the Project Company's leasehold interest in this Lease and Development Agreement. The Government shall also agree to such step-in rights as lenders may reasonably require. For the avoidance of doubt, the Government will not grant to lenders any security interest in the Government's freehold interest in the Site or any part of it.

28.3 All reasonable costs, expenses or other expenditures (including reasonable attorneys' fees) incurred by the Government in providing such assistance and in reviewing and executing all necessary documents shall be reimbursed to it in full by the Project Company without set-off or deduction promptly upon receipt of the Government's invoice, but in no event later than thirty (30) days from such receipt, provided that the Government has provided all reasonable assistance and required documents to the reasonable satisfaction of the Project Company and the third party. For the avoidance of doubt, in the event that the contemplated transaction is not completed due to no fault of the Government then the Government shall be entitled to recover all reasonable costs, expenses or other expenditures (including reasonable attorneys' fees) incurred by the Government in providing such assistance and in reviewing and executing documents.

28.4 This Lease and Development Agreement shall inure to the benefit of, and be binding upon, the successors and permitted assignees and Transferees of the Parties and those persons who validly adhered to the Lease and Development Agreement by signing an accession agreement in which the assignee and Transferee undertake to perform and be bound by the obligations of the assignor or transferor Party.

29 Other Government's Covenants

29.1 The Government agrees:

29.1.1 to cause the acquisition of the land of the Quarry within eighteen (18) months from the date hereof and to incorporate the land of the Quarry into this Lease and Development Agreement so that the Quarry becomes part of the land leased to the Project Company under the terms of this Lease and Development Agreement and forms part of the Site;

29.1.2 that all necessary Approvals for the Project until completion of the Minimum Build Obligations applied for in accordance with this Lease and Development Agreement and the Law will be granted in accordance with the Law;

29.1.3 subject to the terms of this Lease and Development Agreement that it will, as from the Effective Date, permit the Project Company peaceably and quietly to hold and enjoy the Resort without any interruption or disturbance from or by the Government or any Person claiming under or in trust for the Government or by any third party claiming a legal interest in any part of the Resort;

29.1.4 subject to Clause 29.1.9, that the Resort is not subject to any other agreements, charges or encumbrances that would adversely interfere with the operation of the Resort in accordance with the Spatial Plan and the Detailed Urbanistic Plan;

29.1.5 that it will procure, at its own expense, that all utility lines including but not limited to electricity, water and sewer lines are brought to such Specified Connection Points of the Site within twenty-four (24) months of the Effective Date and as agreed between the Government and the Project Company;

29.1.6 that it will not withdraw a Project Company Licence or Permit for the Project other than (i) based on a material violation of the Licence or Permit, or (ii) based on unlawful acts or omissions of a third party attributable to the Project Company according to the provisions of this Lease and Development Agreement, or (iii) in accordance with the terms upon which it was originally granted, or (iv) as a result of any material violation of the Law by the Project Company;

29.1.7 that it will not fail to renew a Project Company Licence or Permit in accordance with this Lease and Development Agreement and the Law;

29.1.8 that it will not assign or attempt to assign any part of this Lease and Development Agreement and that it will not sell all parts of the Site and continue to be obliged and liable under this Lease and Development Agreement; and

29.1.9 that the Government is not aware that there are currently any third party land claims other than in relation to the Disputed Land and that such claims would be dealt with in the manner set out in **Schedule 18**.

Part Seven: Representations and Warranties

30 Representations and Warranties

30.1 The Project Company represents, warrants and covenants that:

30.1.1 it is an Montenegrin closed joint stock company, duly incorporated and validly existing under the Law with all requisite corporate power and authority to enter into, and carry on, the business and activities contemplated in this Lease and Development Agreement;

30.1.2 upon the Effective Date, the execution and delivery of the Lease and Development Agreement and the performance of the Project Company's obligations thereunder have been duly authorised and all necessary actions to consummate the transactions and actions contemplated thereunder have been taken or will be taken; and

30.1.3 together with its Affiliates, is fully qualified, experienced and has the necessary office support, human resources and financial support to perform all the responsibilities stated in the Lease and Development Agreement.

30.2 The Government represents, warrants and covenants that:

30.2.1 it has all requisite power and authority to enter into this Lease and Development Agreement, to carry out the obligations undertaken therein and to comply with and perform the Agreement in accordance with its terms;

30.2.2 it holds legal title to the Site save with regard to the Disputed Land and with regard to the Municipality Parcels referred to in Recital A and is not aware of any encumbrances (with the exception of mineral rights, archaeological finds, of fishing rights, fishing grounds or areas, antiquities and graveyards which are recognised as a matter of Law, custom or practice), security interests, third party rights or alike, and that under the Law it is in the position to dispose over the Site as envisaged in the Lease and Development Agreement and that the Government shall transfer and the Project Company its Subsidiaries and Third Party Developers may acquire and hold Freehold title in relation to the Villas and the Apartments

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but not the land upon which the Apartment Building is located and good Usage Right title the rest of the Site and that any third party claims in respect hereto would be dealt with in the manner set out in **Schedule 18**; and

30.2.3 upon Ratification, the delivery of this Lease and Development Agreement and the performance of the Government's obligations thereunder have been and will be duly authorised by the Government in accordance with the Law.

Part Eight: Miscellaneous Provisions

31 Assignment and Transfer

31.1 This Lease and Development Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their successors, transferees and permitted assignees. Until Substantial Completion any assignment requires the prior and explicit consent of the other Party and following Substantial Completion no assignment shall be permitted for the Government. Prior to Substantial Completion consent shall be promptly given in the event the Project Company assigns any of the rights out of or in connection with this Lease and Development Agreement (i) to one of its Subsidiaries or (ii) a financing bank in connection with financing of the Project.

31.2 Notwithstanding the foregoing and save for the exercise of step in rights, only the Project Company shall be entitled to exercise the Project Company rights contained in this Lease and Development Agreement and any assignee, transferee, Third Party Developer or Subsidiary shall only be permitted to exercise such rights through the Project Company. For the avoidance of doubt, there shall be a single contact point for the Project Company and any assignee, transferee or Subsidiary shall be obliged to transmit and receive all communications and notices through the Project Company.

31.3 At the End of the Term, the Project Company shall procure that the whole of the Site and the Buildings constructed thereon (being, for the purposes of this clause, the total area of land included in the definition of "the Site" under Clause 1.73 on the Signing Date, but excluding the Villas and the Villa Plots and also the Apartment Buildings and the land upon which the Apartment Buildings are located) is transferred to the Government or (at the option of the Government) to its nominee and in this connection the Project Company agrees to execute and shall procure that any Third Party

Developer or Third Party Purchaser agrees to execute any document reasonably requested by the Government to effect such transfer.

32 Change of Law

32.1 Pursuant to Article 27 of the Foreign Investment Law of the Official Gazette of the Republic of Montenegro No. 36/06, the Government agrees, that in case of future change of law on which basis a foreign investment agreement is concluded, or a foreign investment decision is made, the provisions of the agreement, decision and the law in effect on the date of the respective agreement or decision, shall apply, if this is more favourable for the investor.

32.2 The Government agrees that any future changes of Law which affect foreign investors will not discriminate against the Project Company.

33 Notices

33.1 Any notice by one Party (the sender) to another (the recipient) must be in writing.

33.2 A notice is duly served if given by any means from time to time authorised by law including:

33.2.1 if delivered to the recipient by hand or by an internationally recognised and reputable courier company;

33.2.2 if sent by first class registered or recorded delivery post addressed to the recipient;

33.2.3 if sent by fax to the recipient in each case at an authorised address.

33.3 Any notice so served shall be deemed to have been received as follows:

33.3.1 if delivered by hand or by a courier company - on the day of delivery if delivered at least two (2) hours before the close of business hours on a Business Day and in any other case on the next Business Day;

33.3.2 if sent by national post (otherwise than at a time when the sender is or ought reasonably to be aware of a disruption of the relevant postal service) three Business Days after posting, exclusive of the day of posting;

33.3.3 if sent by airmail or international post (otherwise at a time when the sender is or ought reasonably to be aware of a disruption of the relevant postal service) six Business Days after posting, exclusive of the day of posting,

33.3.4 if sent by fax (unless the sender knows or ought reasonably to know that the transmission has failed or is incomplete) - at the time of transmission, if received at least two (2) hours before the close of business hours on a Business Day, and in any other case on the next Business Day and in proving service it shall be sufficient to prove that such facsimile was duly despatched to a current facsimile number of the recipient.

33.4 For the purposes of this clause:

33.4.1 an authorised address means any of the following:

i in the case of a company its registered office;
ii in the case of an individual his address as stated in this deed or other address last known to the sender; or
iii to such other address as may be notified in writing by one Party to the other at any time throughout the Term.

33.4.2 business hours means the hours of 9.30am to 5.30pm on a Business Day.

34 Force Majeure

34.1 If either Party's failure to comply with or perform any covenant, undertaking, stipulation or other obligation under this Lease and Development Agreement is caused by an event of Force Majeure, such failure shall not constitute, for the purposes of Clauses 36, 37 or 38, a breach of covenant or stipulation under this Lease and Development Agreement (unless this Lease and Development Agreement expressly provides otherwise) and such failure shall be excused for as long as the failure is caused by an event of Force Majeure, provided however an event of Force Majeure shall not excuse failure to pay any of the Rent for the unaffected parts of the Site or other payments due to the Government for the unaffected parts of the Site in accordance with the terms of this Lease and Development Agreement and an event of Force Majeure shall entitle the Project Company to extend the dates upon which the Minimum Build Obligations and the Minimum Investment Obligations must be completed in accordance with Clause 16.4.

35 General Provisions

35.1 No variation of this Lease and Development Agreement or any agreement or document entered into pursuant to this Lease and Development Agreement shall be valid unless it is in writing and signed and notarized by or on behalf of each of the Parties.

35.2 No delay, indulgence or omission in exercising any right, power or remedy provided by this Lease and Development Agreement or by law shall operate to impair or be construed as a waiver of such right, power or remedy or of any other right, power or remedy.

35.3 No single or partial exercise or non-exercise of any right, power or remedy provided by this Lease and Development Agreement or by law shall preclude any other or further exercise of such right, power or remedy or of any other right, power or remedy.

35.4 If any provision of this Lease and Development Agreement is or becomes illegal, invalid or unenforceable under any law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of this Lease and Development Agreement.

35.5 This Lease and Development Agreement and the Schedules to it shall constitute the entire agreement and understanding between the Government and Project Company with respect to all matters which are referred to and shall supersede any previous agreements between the Government and Project Company in relation to the matters referred to in this Lease and Development Agreement.

Part Ten: Rights of Termination

36 Government's Right of Termination

36.1 The Government may terminate this Lease and Development Agreement to take effect immediately upon notice in writing to the Project Company if:

36.1.1 the Rent remains unpaid for a period of ninety (90) days after service of a notice in writing by the Government to the Project Company stating that a required payment of Rent is overdue; or

36.1.2 the Project Company fails to effect the Public Share Sale (as defined in the Share Purchase Agreement) in accordance with Clause 6.3 of the Share Purchase Agreement for reasons falling within the scope of its responsibility; or

36.1.3 the Project Company fails to submit within 18 months of the approval by the Government of the Masterplan or the Effective Date, whichever is the later, applications for the necessary Detailed Building Approvals for the Initial Phase of Development; or

36.1.4 the Project Company becomes bankrupt or liquidated.

37 Project Company's Right of Termination

37.1 The Project Company may terminate this Lease and Development Agreement to take effect immediately upon notice in writing to the Project Company in case of:

37.1.1 failure by the Government to provide the Project Company in accordance with Clause 25 with any of the Approvals to be granted thereunder and applied for in accordance with this Lease and Development Agreement, which cannot be compensated by the payment of adequate damages;

37.1.2 any of the Approvals ceasing to remain in full force and effect (unless revoked for cause) or if granted for a limited period, not being renewed (unless not renewed for cause) upon application by the Project Company, save where such reasons are due to unlawful conduct or misrepresentation of the Project Company, which has a material adverse effect on the Project and which cannot be compensated by the payment of adequate damages;

37.1.3 the expropriation, compulsory acquisition or nationalisation by the Government of (a) any part or whole of the shares of the Project Company, or (b) any Project Company Assets, which fundamentally and adversely affect the enjoyment by the Project Company of any of its respective rights with respect to the Project Assets or any assets of a Subsidiary, Affiliate, Third Party Developer, Third Party User, Third Party Purchaser or other third party that are material for the successful operation of the Project and which cannot be compensated by payment of adequate damages.

38 Material Breach

38.1 If either Party is in material breach of a material provision of this Lease and Development Agreement (the "**Defaulting Party**") which is to be performed or observed by the Defaulting Party and the Defaulting Party fails to remedy such breach within ninety (90) days of service in writing by the other Party ("**Non-defaulting Party**") stating the nature of the breach and requiring it to be remedied then the Non-defaulting Party may serve notice on the Defaulting Party specifying the amount of Compensation the Non-defaulting Party would accept from the Defaulting Party in lieu of termination of this Lease and Development Agreement. If, within fifteen (15) Business Days of the date of the Non-defaulting Party's notice:

38.1.1 the Defaulting Party pays to the Non-defaulting Party the amount of Compensation specified in the Non-defaulting Party's notice, the Defaulting Party will be deemed to have remedied the relevant breach of a provision of this Lease and Development Agreement and the Non-defaulting Party will have no right of Termination in respect of such breach provided that the Defaulting Party does not subsequently repeat such breach; or

38.1.2 the Defaulting Party responds to the Non-defaulting Party's notice to the effect that it elects to agree to a termination of this Lease and Development Agreement rather than pay the Compensation referred to in the Non-defaulting Party's notice or if the Defaulting Party does not respond to the Non-defaulting Party's notice, then the Non-defaulting Party may terminate this Lease and Development Agreement; or

38.1.3 the Defaulting Party responds to the Non-defaulting Party's notice to the effect that the Defaulting Party does not agree to the amount of Compensation referred to in the Non-defaulting Party's notice and elects to go to arbitration in accordance with Clause 44 to determine the amount of Compensation to be payable by the Defaulting Party then the Non-defaulting Party will have no right to terminate this Lease and Development Agreement as a result of such breach of a provision of this Lease and Development Agreement by the Defaulting Party (unless the award of the Arbitrator determines that the Non-defaulting Party may terminate this Lease and Development Agreement) provided that the Defaulting Party refers the matter to arbitration within twenty (20) Business Days of its response to the Non-defaulting Party.

Part Eleven: Bid Bond and Performance Bond

39 Bid Bond

39.1 The bid bond for one million Euros (€1,000,000) in favour of the Government currently in force shall continue in effect until the Upfront Payment is received by the Government in accordance with this Agreement.

40 Performance Guarantee

40.1 The Parties agree that the Upfront Rent shall also serve as the Performance Guarantee under this Lease and Development Agreement and an amount of five million Euros (€5,000,000) of the Upfront Rent paid by the Project Company shall guarantee that the performance of its obligations with regard to the Minimum Build Obligations up to the end of the Initial Phase of the Development

40.2 Until completion of the Third Phase of the Development, the Project Company shall procure that the Government is granted as security for the performance of the Minimum Build Obligations of the Project Company under this Lease and Development Agreement of a lien or pledge over certain ordinary shares of the Project Company (or, at the option of the Government, over the ordinary shares of any member of the Consortium or its Subsidiaries) (**'the Shares'**). The value of the shares shall, at any one time, correspond to a value of Euros five million (€5,000,000) minus the Loan Amount (**'the Secured Amount'**).

40.3 If the Project Company (or the relevant member of the Consortium or its Subsidiaries issuing the Shares (**'the Relevant Consortium Member'**)) is a public listed company, the Shares shall be valued on the basis of the average price of the ordinary shares of the Project Company or the Relevant Consortium Member (as the case may be) for the period of sixty (60) days before the date the Secured Amount becomes effective. However, if the Project Company or the Relevant Consortium Member is not a public listed company, then the value of the Shares will be determined by an internationally recognised firm of accountants agreed between the Parties or if the Parties fail to agree upon the firm of accountants within thirty (30) days of the date that the Secured Amount becomes effective, the President for the time being of the International Chamber of Commerce shall appoint a firm of accountants on the application of either Party.

40.4 For the avoidance of doubt, the Guarantee referred to in this Clause 40 shall expire on completion of all the Minimum Build Obligations.

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Part Eleven: Arbitration and Jurisdiction

41 Disputes

Any Dispute between any of the Parties arising out of or in connection with this Lease and Development Agreement shall be resolved in accordance with the terms of this Lease and Development Agreement.

42 Notice of Dispute

A dispute will be deemed to have arisen upon service by one Party on the other Party or Parties of a notice (a **'Notice of Dispute'**) stating that a Dispute has arisen and giving a brief description and a summary of the relief claimed.

43 Negotiations

The Parties must, in the first instance, attempt to resolve amicably by agreement any Dispute within thirty (30) days of service of a Notice of Dispute.

44 Arbitration

44.1 Any Dispute that has not been resolved by agreement within thirty (30) days of service of a Notice of Dispute shall be resolved by arbitration in accordance with the provisions set out below.

44.2 The Parties hereby consent to submit to the International Centre for Settlement of Investment Disputes (hereinafter the 'Centre') any dispute arising out of or relating to this Lease and Development Agreement for settlement by arbitration pursuant to:

44.2.1 the Convention on the Settlement of Investment Disputes between States and Nationals of Other States (hereinafter the 'Convention') if the Republic of Montenegro becomes a party to the Convention at the time when any proceeding hereunder is instituted; or

44.2.2 the Arbitration (Additional Facility) Rules of the Centre (the 'Additional Facility Rules') if the jurisdictional requirements ratione personae of Article 25 of the Convention remain unfulfilled at the time specified in (a) above.

44.3 For arbitration under the Additional Facility Rules, the place of arbitration shall be determined by the Arbitral Tribunal after consultation with the Parties and the Secretariat in accordance with Article 20 of those Rules. The Parties recommend that the place of arbitration be Paris, France.

44.4 The Arbitration Tribunal will consist of three arbitrators. The language of the arbitration will be English. Any Party that serves a document in a language other than English, on which it wishes to rely, must also serve with that document an English translation of the material parts.

44.5 Any award shall be binding, final and enforceable before a tribunal possessing jurisdiction.

44.6 For the purposes of arbitration under this Clause 44, the Parties agree that Lustica Development AD Podgorica, because of foreign control, is to be treated as a national of another State.

44.7 Until the approval of the ICSID Arbitration Clause set out in Clause 44.1 to 44.6 by the Secretary General of the ICSID, the following dispute resolution mechanism shall apply to any Dispute and this Clause 44.7 shall upon approval of Clauses 44.1 to 44.6 by the Secretary General of the ICSID be replaced by the dispute resolution provisions set out in Clause 44.1 to 44.6 of this Lease and Development Agreement (also with regard to disputes that have arisen prior to aforementioned approval). Until such approval any Dispute that has not been resolved pursuant to Clause 43 within thirty (30) days of service of a Notice of Dispute shall be resolved by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce (the 'Rules') as amended by this clause. The 'Arbitration Tribunal' will consist of three arbitrators to be appointed in accordance with the Rules as amended by this clause. The seat of arbitration will be Paris, France. The language of the arbitration will be English. Any Party that serves a document in a language other than English, on which it wishes to rely, must also serve with that document an English translation of the material parts.

45 Appointment of the Arbitration Tribunal

The Parties agree that if a Dispute arises after an Arbitration Tribunal has been appointed pursuant to this clause ('a **Subsequent Dispute**') then,

subject to the agreement of the Arbitration Tribunal, the same Arbitration Tribunal will be appointed in respect of the Subsequent Dispute or Disputes. If the Arbitration Tribunal does not agree to be appointed in respect of a subsequent Dispute, new arbitrators will be appointed in respect of the subsequent Dispute in the manner set out in the Rules.

46 The Award

46.1 Each Party agrees to be bound by all and any awards or decisions of any Arbitration Tribunal appointed pursuant to this clause whether or not it took part in the arbitral proceedings provided that it was given notice of such proceedings in accordance with the provisions of this clause. This shall also apply to any decisions relating to procedural matters.

46.2 The Parties waive any rights of application or appeal to any court or tribunal of competent jurisdiction to the fullest extent permitted by law in connection with any question of law arising in the course of an arbitration or with respect to any award rendered in accordance with this clause except for actions relating to enforcement of the provisions of this clause or an arbitral award made by any Arbitration Tribunal and except for any action seeking interim or other provisional relief in aid of arbitration proceedings in any court of competent jurisdiction.

47 Jurisdiction

This Lease and Development Agreement is governed by and construed in accordance with the laws of the Republic of Montenegro.

48 Number of Copies and Language

This Lease and Development Agreement will be executed in three (3) original copies in the English language. The Government, the Municipality and the Project Company shall each receive one original copy.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the Parties have entered into this Lease and Development Agreement on the date first above written.

SIGNED for and on behalf of the Government of Montenegro:

Mr. Milo Đukanović
Prime Minister

SIGNED for and on behalf of the Municipality of Tivat:

Mr. Miodrag Kankaraš,
Mayor of Tivat

Crna Gora - Opština Tivat
PREDSJEDNIK

SIGNED for and on behalf of Luštica Development AD Podgorica:

Mr. Samih Sawiris
Authorized representative

Ов. бр. 32672 200 9

Потврђује се да је - су

DUKANOVIĆ MIKO
KANKARAŠ MIODRAG
SANTIĆ SAVIRIS

ову исправу

у овој исправи,

утврђена

основу

издате

лично познати

А00566860

Београд

Такса за овјеру одлуке 300 наплаћена и

поништена.

Основни суд у Подгорици

овлашћени службеник

Дана, 23.10. 2012 год.

Ов.бр. 12903 2012

Потврђује се да је овај препис истовјетан са

његовим изворником овјереним - протим преписом

који је написан и који

се састоји од табака, примјерака 2

Изворна исправа-овјерени препис налази се

код

Напомена

Такса за овјеру 61 наплаћена је

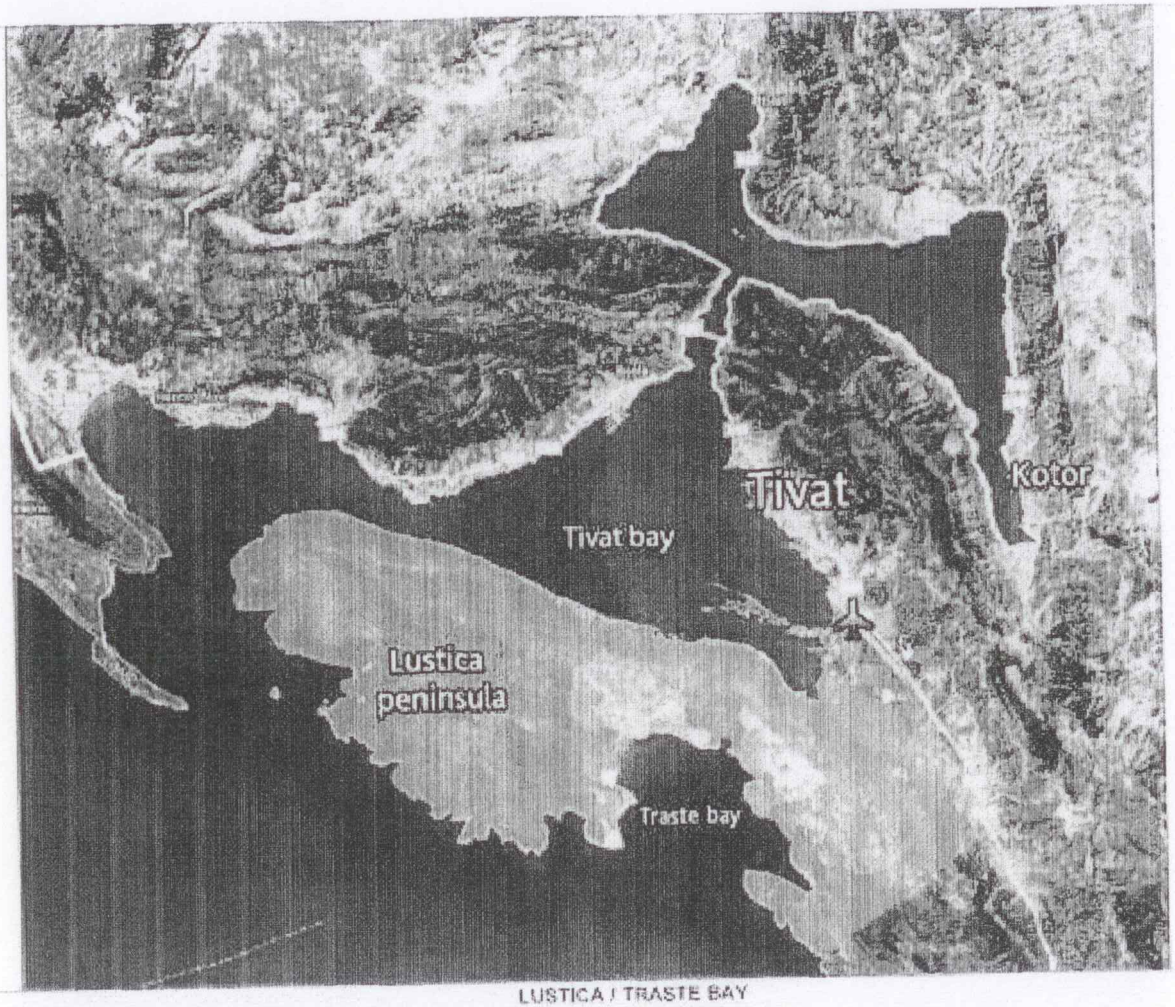
и поништена.

Основни суд у Подгорици овлашћени службеник

Дана, 10.10. 2012 г.

Schedule 1

Green Zone, Blue Zone, Red Zone and Yellow Zone

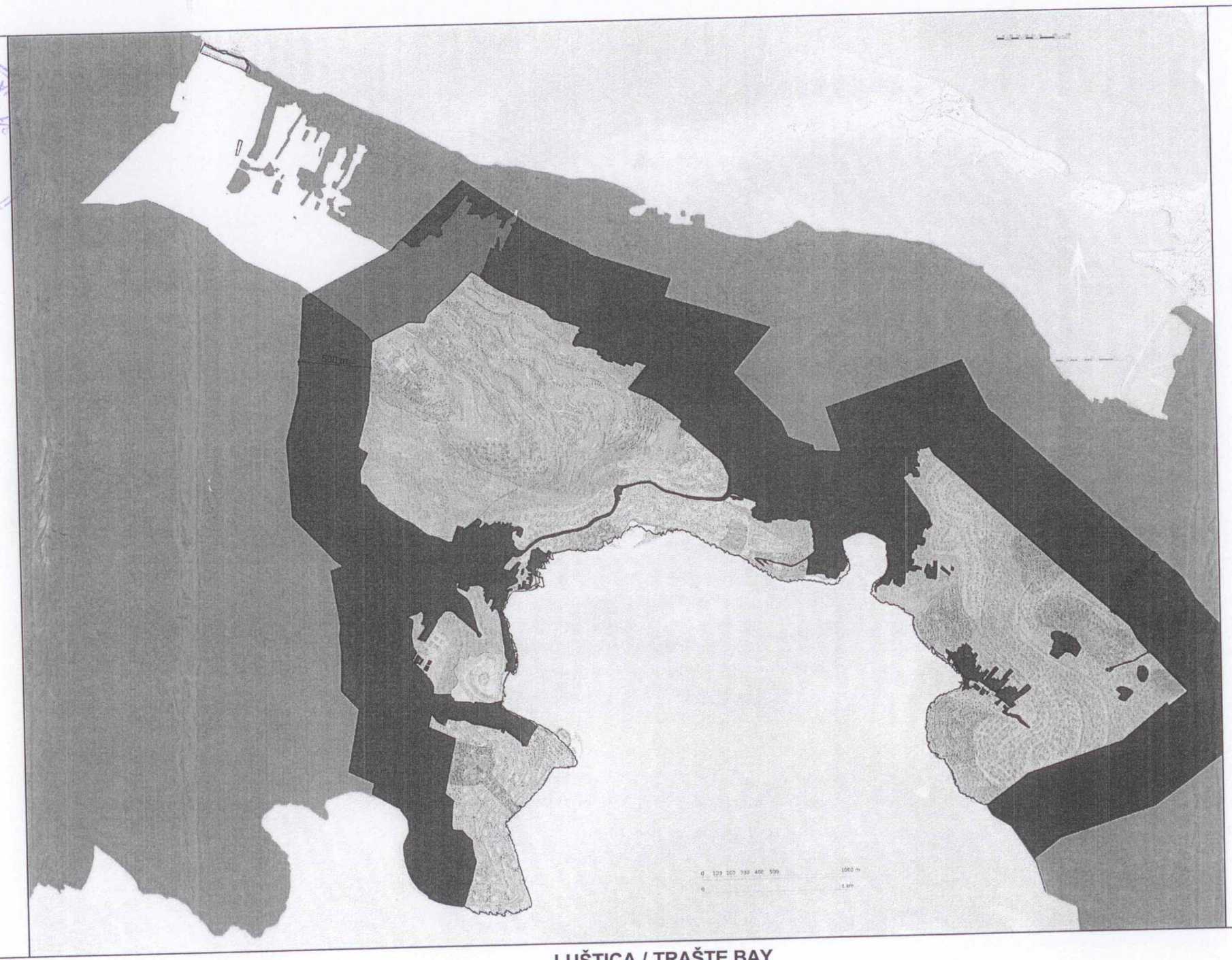


LUSTICA / TRASTE BAY

TIVAT - MONTENEGRO

LUSTICA LAND ZONING

ORASC - M



LUŠTICA / TRAŠTE BAY

TIVAT - MONTENEGRO

LUŠTICA PROJECT

August 2009

Schedule 2

Civil Defence Facilities

1 The following shall constitute the Civil Defence Facilities:

1.1 One (1) police building with approximately two hundred (200) sqm in size and with sufficient parking areas for vehicles.

1.2 One (1) fire station with a space of approximately four hundred (400) sqm and with sufficient space for one (1) fire vehicle and parking areas for staff vehicles.

1.3 One (1) ambulance building/first aid clinic of approximately two hundred (200) sqm of premises with sufficient space for two (2) ambulance vehicles and parking areas for staff vehicles.

1.4 One (1) immigration control and customs premises of approximately sixty (60) sqm office at the Mooring Area or adjacent to the police building and with parking areas for staff vehicles.

2 The above mentioned buildings will delivered as structurally sound but the government undertakes to provide the fixtures, fittings and furniture therefor.

3 The Project Company shall coordinate with the organizations providing the Civil Defence Services to prepare the plans and specifications of the Civil Defence Facilities provide the Civil Defence Facilities to a reasonable level of detail showing the sizes, location and finishes of the buildings so specified in this Schedule and their location on the Master Plan ('Civil Defence Facility Plans') or in the nearby town of RADOVICI and shall submit the same to the Government for approval (such approval not to be unreasonably withheld or delayed or to be rejected for an unreasonable cause or basis). The Government shall do all such things as is necessary to ensure that all Approvals are given within the time frame required, including but not limited to the required building permits for the Civil Defence Facilities. Upon approval of the Civil Defence Facility Plans the same shall become enforceable as between the Parties.

4 The Government and its representatives shall have the right at reasonable times to inspect the construction work of the Civil Defence Facilities. The Project Company shall provide, or cause to be provided, access and sufficient, safe and proper arrangements for such inspections.

5 In the event that there is a disagreement as to what is necessary or appropriate for the purposes of this Schedule, such matter shall be a Dispute which shall be resolved in accordance with Clause 41.

DM

Schedule 3

Municipal Charges

Katalog opštinskih propisa 1.0

Nospa computers do

Broj: 01-127
Tivat: 3.07.2008. godine
Opština Tivat
Predsjednik Opštine
Miodrag Kankiraš, s.r.

****

NAPOMENA IZDAVAČA

U preči[illegible] tekst odluke nijesu ušle odredbe članova [illegible] Odluke o izmjeni [illegible] Odluke o naknadi za uređivanje [illegible]ađevinskog zemljišta ("Sl. list RCG - opštinski propisi", br. 24/0[illegible], od 26.0[illegible] koje glase:

"Član 3

Na zahtje[illegible] za izgradnju i rekonstrukciju podnijete do dana stupanja na snagu ove odluke, naknada će se obračunav[illegible] na način i u iznosu koji je bio na snazi u vrijeme podnošenja zahtjeva za izdavanje urbanističke saglasnosti.

Član 4

Ova odluka stupa na snagu osmog dana od dana objavljivanja u "Službenom listu RCG - opštinski propisi".

Broj: 03-[illegible] 140
Tivat, 25.[illegible].2007. godine
Skupština Opštine Tivat
Predsjednik Skupštine
Mato Marović, s.r.

****

NAPOMENA IZDAVAČA

U preči[illegible] tekst odluke nijesu ušle odredbe članova [illegible] Odluke o izmjeni [illegible] Odluke o naknadi za uređivanje g[illegible]đevinskog zemljišta ("Sl. list RCG - opštinski propisi", br. 15/05 od 20.04.2005), koje glase:

"Član 6

Na zahtje[illegible] za izgradnju i rekonstrukciju podnijete do dana stupanja na snagu ove odluke, naknada će se obračunava[illegible] na način i u iznosu koji je bio na snazi u vrijeme podnošenja zahtjeva za izdavanje građevinske dozvole.

Član [illegible]

Danom st[illegible]panja na snagu ove odluke prestaje da važi Odluka o naknadi za građevinsko zemljište ("Sl. list RCG", br. 6/02, 26/07 [illegible] 2/2005).

Član [illegible]

Ova odluka stupa na snagu osmog dana od dana objavljivanja u "Službenom listu RCG - opštinski propisi".

Broj: 0304-[illegible]69
Tivat, 19. [illegible]ril 2008 godine
Skupština [illegible]pštine Tivat
Predsjednik Skupštine
Mato Marović, s.r.

DKU

111.

Na osnovu člana 17. stav 3. Zakona o građevinskom zemljištu ("Sl. list RCG", br. 55/2000), člana 58. Zakona o lokalnoj samoupravi ("Sl. list RCG", br. 42/03, 28/04, 75/05 i 13/06) i člana 56 stav 1 tačka 25. Statuta Opštine Tivat ("Sl. list RCG - opštinski propisi", br. 40/04 i 26/06), predsjednik Opštine Tivat 05.02.2008. godine, donio je

ODLUKA

o izmjeni i dopuni Odluke o naknadi za uređivanje građevinskog zemljišta

("Sl. list Crne Gore - opštinski propisi", br. 04/08 od 22.02.2008)

Član 1

U Odluci o naknadi za uređivanje građevinskog zemljišta ("Sl. list RCG - opštinski propisi", br. 23/03, 15/05 i 24/07) član 8 st. 1. i 2 mijenjaju se i glase:

Naknada po 1 m2 neto površine objekta iznosi €:

Zona	stambeni	poslovni
I	105	150
II	81	122
III	69	104
IV	47	7[illegible]
V	35	53

53 €/m²

Kod izgradnje objekata čija površina prelazi 300 m2, za površinu preko 300m2 naknada za uređenje građevinskog zemljišta uvećava se 50%.

Uvećanje iz prethodnog stava neće se primjenjivati na hotelske komplekse i privredne objekte.

Član 2

U članu 7 stav 2 mijenja se na način da se cjelokupni prostor u KO Đuraševići, KO Bogišići i KO Milovići a koji je obuhvaćen usvojenim DUP-a Đuraševići prelazi u ZONU II, kao i prostor KO Lepetane koji je obuhvaćen DUP-om Lepetani.

Član 3

Član 14 mijenja se i glasi:

"Naknada utvrđena ovom odlukom se umanjuje 50% ukoliko se izgradnjom objekta rješava stambeno pitanje.

Pod rješavanjem stambenog pitanja smatra se izgradnja stambenog prostora do 200 m2.

Za stambeni prostor preko 200 m2 naknada se ne umanjuje.

Da bi investitor ostvario povlasticu iz ovog člana dužan je priložiti:

- dokaz da ima prebivalište na teritoriji Opštine Tivat najmanje 5 godina;
- dokaz da investitor i njegov bračni drug ne posjeduju kuću ili stan na teritoriji Opštine Tivat;
- dokaz da investitor ili njegov bračni drug nisu poreski obveznici po osnovu poreza na nepokretnost na objekte, izdat od Sekretarijata za finansije i budžet".

Član 4.

Na zahtjeve za izgradnju ili rekonstrukciju podnijete do dana stupanja na snagu ove odluke, naknada će se obračunavati na način i u iznosu koji je bio na snazi u vrijeme podnošenja zahtjeva za izdavanje građevinske dozvole.

Član 5.

Ova Odluka stupa na snagu osmog dana od dana objavljivanja u "Službenom listu CG - opštinski propisi" a biće data na potvrdu Skupštini na prvoj narednoj sjednici.

Broj: 0101-[illegible]27
Tivat, 05.02.2008. godine

Opština Tivat
Predsjednik Opštine,
Miodrag Karaš, s.r.

421.

Na osnovu člana 17. Zakona o građevinskom zemljištu ("Sl. list RCG", broj 55/2000) i člana 48. statuta Opštine Tivat - prečišćen tekst ("Sl. list RCG - opštinski propisi", broj 5/97), Skupština opštine Tivat, na sjednici održanoj 4. jul 2003. godine, donijela je

ODLUKA

o naknadi za uređivanje građevinskog zemljišta

("Sl. list RCG - opštinski propisi", br. 23/03 od 22.07.2003, 15/05 od 29.04.2005, 24/07 od 20.07.2007, 04/08 od 22.02.2008, 02/09 od 19.01.2009)

Član 1

Ovom odlukom utvrđuje se obaveza plaćanja naknade za uređivanje građevinskog zemljišta te utvrđuju mjerila za ugovaranje visine naknade za uređivanje građevinskog zemljišta na teritoriji Opštine Tivat (u daljem tekstu: naknada)

Član 2

Naknadu plaća investitor koji izvodi radove za koje je po Zakonu o izgradnji objekata potrebno odobrenje.

Član 3

Naknada se plaća po m2 neto površine objekta koji se gradi, rekonstruiše ili prenamjenjuje.

Prilikom obračuna naknade vrši se umanjenje za:

- lo[illegible], suterene, i potkrovlja sa nadzitkom od 1,2 m, u visini 25% površine
- ba[illegible]one, podrume i garaže u visini 50% površine,
- ter[illegible]se, vanjska stepeništa, parkinge, otvorena igrališta, rezervoari, trafo stanice, antenski stubovi, gatovi, m[illegible]a, i slični objekti u visini 75% površine.

Za objekte, odnosno prostore koji nijesu obuhvaćeni ni u jednoj od navedenih kategorija, obračun naknade će se vršiti analogijom sa jednom od navedenih grupacija.

"Sl. list RCG - OP", br. 15/2005

Član 4

Obračun visine naknade vrši nadležni organ lokalne uprave, a ista se plaća u vrijeme i po cijeni koja važi na dan potpisivanja ugovora.

Član 5

Sredstva ostvarena naplatom naknade za uređenje građevinskog zemljišta koristiće se za:

- ure[illegible]ivanje građevinskog zemljišta za izgradnju,
- izg[illegible]dnju i održavanje objekata komunalne infrastrukture, i za
- izra[illegible]u prostorno planske dokumentacije.

Član 6

Vrsta, obim i troškovi komunalnog uređenja i opremanja građevinskog zemljišta utvrđuje se godišnjim i višegodišnjim programima uređenja građevinskog zemljišta u skladu sa urbanističkim planovima.

Godišnji program uređenja građevinskog zemljišta se donosi do kraja tekuće godine za narednu godinu.

Višegodišnji program uređenja građevinskog zemljišta zasniva se na postavkama prostornog plana kao i urbanističkih planova opštine i donosi se na period od 5 godina.

NAPOMENA IZDAVAČA:

Član 7 nije prečišćen na osnovu odredbe člana 2 Odluke o izmjeni i dopuni Odluke o naknadi za uređivanje građevinskog zemljišta ("Sl. list RCG - opštinski propisi", br. 04/08 od 22.02.2008), koja glasi:

"U članu [illegible]stav 2 mijenja se na način da se cjelokupni prostor u KO Đuraševići, KO Bogišići i KO Milovići a koji je obuhvaćen [illegible]vojenim DUP-a Đuraševići prelazi u ZONU II, kao i prostor KO Lepetane koji je obuhvaćen DUP-om Lepetani."

Član 7

Visina naknade određena je po zonama, u zavisnosti od planiranog i ostvarenog stepena komunalne opremljenosti zemljišta.

Teritorija [illegible]pštine Tivat dijeli se na pet zona, i to:

ZONA I

KO Tivat

ZONA II

KO Donja Lastva: - područje ispod magistrale;

KO Tivat: područje ispod magistrale od potoka Seljanovo (Ponta Seljanova) i na drugom kraju Župa i Bogišići;

KO Đurašević: - područje od Kalardova, putem pored objekta Delfina (starim putem za Solila, obuhvatajući Prevlaku i dalje sve pod puta Tivat-Radovići (zona morskog dobra);

KO Bogišić: - područje ispod puta Tivat-Radovići i ostrvo Sveti Marko (zona morskog dobra);

KO Milović: - područje ispod puta Tivat-Radovići (zona morskog dobra) i kompleks Plavi Horizonti;

KO Radovići, KO Gošići i KO Krašići : - naseljeni i nenaseljeni dio ispod puta Tivat-Krašići (zona morskog dobra);

ZONA III

KO Lepetane: - područje uskog naseljanog dijela uz magistralu;

KO Donja Lastva: - uski naseljeni dio uz magistralu do Cacova, a onda se pojas iznad magistrale širi do cca 300 m do potoka Seljanovo;

KO Tivat: - iznad magistrale od potoka Seljanovo sve do Dumidrana;

KO Mrčevac: - područje ispod magistrale (Kukuljina, aerodrom), a iznad magistrale dio Dumidrana i dio Vrijesa do puta za Gradiošnicu;

KO Đurašević: - područje od prvih kuća iznad puta Tivat - Radovići, do granice sa zonom V,

KO Bogišić - područje iznad puta Tivat - Radovići, do granice sa zonom V;

KO Milović -područje sa lijeve strane puta Tivat - Radovići (naseljeni dio);

KO Niković - dio Novog naselja završno sa kampom Oliva;

KO Radovići: - od puta Tivat - Krašići do zadnjih kuća u Novom naselju;

KO Krašići - cijelo naselje Krašići iznad puta, do granice sa zonom V;

ZONA IV

KO Donja Lastva: - od Cacova do potoka Seljanovo;

KO Tivat: - od potoka Seljanovo do Dumidrana (manje naseljeno područje) sve do granice sa zonom V;

KO Mrčevac: - dio Dumidrana, dio Vrijesa i Gradiošnica sve do granice sa zonom V;

KO Gošići: svi objekti i prostor iznad puta Tivat - Krašići do granice sa zonom V;

ZONA V

KO Lepetane: - od mora preko Vječeg brda do granice sa KO Kotor, KO Gornja Lastva i KO Donja Lastva;

KO Gornja Lastva: - cijela KO Gornja Lastva;

KO Tivat: - područje Struge do granice sa KO G.Lastva,Bogdašići i Mrčevac;

KO Mrčevac - uglavnom nenaseljeni dio Mrčevca, do granice sa KO Tivat i KO Bogdašići;

KO Bogdašići: - cijela KO Bogdašići;

KO Đurašević: - Od granice sa KO Mrčevac (aerodromska pista, Solila, Topliš i sve do Gornjih Đuraševića;

KO Bogišići - sve od posljednjih kuća iznad puta Tivat - Radovići, stari Bogišići do granice sa KO Kotor;

KO Milovići: - od puta Tivat-Radovići do izlaska na otvoreno more i granice sa KO Kotor;

KO Nikovići - stari Nikovići i sve ostale neizgrađene parcele do izlaska na otvoreno more;

KO Radović - od Novog naselja do izlaska na otvoreno more;

KO Gošići: - od granice zone IV preko Gornjih Gošića do granice sa KO Radovići i Herceg Novi;

KO Krašići: Od granice zone III preko Gornjih Krašića, nenaseljeni dio sve do KO Herceg Novi.

Granice zona određene su i grafičkim prilogom koji je sastavni dio ove odluke.

"Sl. list RCG - OP", br. 15/2006

"Sl. list RCG - OP", br. 04/2008

Član 8

Naknada po 1 m2 neto površine objekta iznosi €:

Zona	stambeni	poslovni
I	105	156
II	81	122
III	69	104
IV	47	71
V	35	53

Kod izgradnje objekata čija površina prelazi 300 m2, za površinu preko 300m2 naknada za uređenje građevinskog zemljišta uvećava se 50%.

Uvećanje iz prethodnog stava neće se primjenjivati na hotelske kompleksе i privredne objekte.

Za objekte koji su već izgrađeni ili je započeta izgradnja bez prethodno pribavljenog odobrenja za građenje, zbog devastacije prostora, naknada za uređenje građevinskog zemljišta uvećava se za 30%.

DPW.

Nakna a za devastirani prostor neće se naplaćivati ukoliko je odstupanje od odobrene projektne dokumentacije c 10 % pov sine objekta.

"Sl. list RC - OP", br. 15/2005
"Sl. list RC - OP", br. 24/2007
"Sl. list RC - OP", br. 04/2008

Član 9

Za pre amjene pomoćnih i stambenih prostora u stambeni ili poslovni prostor plaća se razlika naknade za prostor koji se pre amjenjuje.

Član 10

Nakna a za stambene i poslovne objekte, u slučaju kad investitor ruši postojeći i gradi novi objekat, obračunava s za razliku površini objekta koji se gradi i objekta koji se ruši (za koji je izmirena naknada ili izdata građevinska dozvola).

Investit ri koji vrše rekonstrukciju svojih objekata u postojećim gabaritima, a koja zahtijeva kvalitetno drugačije komunaln opremanje, obavezni su da izmire dio naknade koji odgovara povećanju potrošnje komunalne infrastrukt e nastale navedenom rekonstrukcijom u visini od 20 % od vrijednosti naknade za konkretnu zonu.

U sluč rekonstrukcije u postojećim gabaritima koja ne utiče na povećanje komunalne potrošnje, tipa promjene krovne ko strukcije, kao i intervencija na konstruktivnom sistemu u smislu ojačanja, pri čemu se ne mijenja unutrašn raspored i prema objekta, naknada se ne plaća.

Konsta icija o kakvoj se vrsti rekonstrukcije radi mora biti sadržana u urbanističko tehničkim uslovima i glavnom projektu o erenom od strane nadležnog organa za urbanizam".

"Sl. list RCG OP", br. 15/2005

Član 11

Za obje te koji se grade ili rekonstruišu, a od opšteg su interesa za opštinu naknada će se regulisati posebnim ugovorom, o čemu će u svakom konkretnom slučaju odlučivati izvršni organ opštine.

Član 12

Iznos i i ačin plaćanja naknade se utvrđuje posebnim ugovorom sačinjenim između investitora i nadležnog organa lokalne up ve.

Naknad se utvrđuje i plaća u novčanom iznosu.

Izuzetn investitor može izvršiti komunalno opremanje i uređivanje građevinskog zemljišta, u skladu sa Programor uređenja i p anskim dokumentom, pod uslovom:

- da irekcija za investicije odobri predmetno opremanje i uređivanje;
- da e opremanje i uređivanje izvrši na osnovu revidovanog Glavnog projekta, urađenog u skladu sa urb nističko-tehničkim uslovima i Zakonom;
- da e opremanje i uređivanje odnosi na izgradnju uređaja i objekata komunalne infrastrukture, do priključka n urb nističku parcelu investitora;
- da irekcija za investicije odobri cijene i da saglasnost na predračun predmetnih radova.

Međuso ni odnosi Opštine i investitora, u smislu prethodnog stava ovog člana, uređuju se ugovorom.

"Sl. list RCG OP", br. 02/2009

Član 13

Plaćanje naknade se može vršiti jednokratno ili u više rata.

Jednokr tno plaćanje podrazumijeva plaćanje cjelokupnog iznosa prilikom potpisivanja ugovora, a prije izdavanja građevinsk dozvole, pri čemu se iznos naknade umanjuje za 5%.

Plaćanje naknade u više rata može se vršiti samo za objekte veće od 50 m2 na sledeći način:

I rata 50% d ugovorenog iznosa prilikom zaključenja ugovora.
II rata 25% d ugovorenog iznosa u roku od tri mjeseca do zaključenja ugovora i
III rata 25% od ugovorenog iznosa najkasnije šest mejseci od zaključenja ugovora.

Radi obe bjeđenja plaćanja naknade svi investitori su dužni da dostave:

- dok z o pravu vlasništva na upisanoj nepokretnosti čija je procijenjena vrijednost u momentu ugovaranja za 50 viša od ukupno ugovorenog iznosa; i
- ugo or o fiducijarnom prenosu prava svojine na objektu koji se gradi odnosno katastarskoj parceli na kojoj se gra i.

Ukoliko i vestitor ne dostavi dokaze iz stava 4. ovog člana građevinska dozvola izdaće se nakon isplate cjelokupnog iznosa naknade.

Član 13a

Izuzetno od načina i uslova plaćanja naknade predviđenog članom 13, za investitore čija ukupna obaveza plaćanja

naknade relazi iznos od 200.000,00 €, odloženo plaćanje se može ugovoriti na rok od 3 godine, s tim što se prilikor potpisivai a ugovora plaća 40 % od ukupne obaveze, a ostatak u jednakim polugodišnjim ratama, sa pripadajućom kamatom oju obračunavaju poslovne banke na oročene depozite preko godinu dana. Zatezna kamata se obračuna u skladu s i Zakonom.

U sluć: u iz stava 1 ovog člana investitor je dužan dostaviti dokaze kao sredstva obezbjeđenja plaćanja, predviđe: članom 1: stav 4 Odluke.

"Sl. list RC(- OP", br. 02/2009

Član 14

Naknac i utvrđena ovom odlukom se umanjuje 50% ukoliko se izgradnjom objekta rješava stambeno pitanje.

Pod rje. avanjem stambenog pitanja smatra se izgradnja stambenog prostora do 200 m2.

Za stan eni prostor preko 200 m2 naknada se ne umanjuje.

Da bi in estitor ostvario povlasticu iz ovog člana dužan je priložiti:

- do az da ima prebivalište na teritoriji Opštine Tivat najmanje 5 godina;
- dol az da investitor i njegov bračni drug ne posjeduju kuću ili stan na teritoriji Opštine Tivat;
- dol az da investitor ili njegov bračni drug nisu poreski obveznici po osnovu poreza na nepokretnost na objekte izd l od Sekretarijata za finansije i budžet.

"Sl. list RCG OP", br. 15/2005

"Sl. list RCG OP", br. 04/2008

Član 15

Usklađiv nje naknade vrši se u skladu sa kretanjem cijena na malo, prema podacima nadležnog organa za poslove statistike.

Član 16

Na zahtje e za izgradnju ili rekonstrukciju podnijete do dana stupanja na snagu ove odluke, naknada će se obračunavat na način i u iznosu koji je bio na snazi u vrijeme podnošenja zahtjeva pod uslovom da se postupak uplate naknade i izd avanja odobrenja završi u roku od mjesec dana od dana stupanja na snagu ove odluke.

Član 17

Nadzor na l sprovođenjem odredaba ove odluke vrši organ lokalne uprave nadležan za poslove građevinarstva i finansija.

"Sl. list RCG - ", br. 24/2007

Član 18

Stupanjem na snagu ove odluke prestaje da važi Odluka o naknadi za uređenje građevinskog zemljišta ("Sl. list RCG - opštin i propisi", br. 6/97 i 1/99).

Član 19

Ova odluk stupa na snagu osmog dana od dana objavljivanja u "Službenom listu RCG - opštinski propisi."

Broj: 0109- 93

Tivat, 4.jul 2003. godine

Skupština opštine Tivat

Predsjednik Opštine

Zoran Rad ić, s. r.

****

NAPOMENA IZDAVAČA:

U prečišćen ekst odluke nijesu ušle odredbe članova 4 i 5 Odluke o izmjeni i dopuni Odluke o naknadi za uređivanje grad vinskog zemljišta ("Sl. list RCG - opštinski propisi", br. br. 04/08 od 22.02.2008), koje glase:

"Član 4.

Na zahtjeve a izgradnju ili rekonstrukciju podnijete do dana stupanja na snagu ove odluke, naknada će se obračunavati n način i u iznosu koji je bio na snazi u vrijeme podnošenja zahtjeva za izdavanje građevinske dozvole

Član 5.

Ova Odluka tupa na snagu osmog dana od dana objavljivanja u "Službenom listu CG - opštinski propisi" a biće data na potvrdu Skupštini na prvoj narednoj sjednici."

Broj: C 01-127
Tivat, 5.02.2008. godine
Opštin Tivat
Predsj dnik Opštine,
Miodra Kankaraš, s.r.

****

NAPOMENA IZDAVAČA:

U preči ćen tekst odluke nijesu ušle odredbe članova 3 i 4 Odluke o izmjeni i dopuni Odluke o naknadi za uređivanje ırađevinskog zemljišta ("Sl. list RCG - opštinski propisi", br. br. 24/07 od 20.07.2007), koje glase:

"Član 3

Na zahtj ve za izgradnju ili rekonstrukciju podnijete do dana stupanja na snagu ove odluke, naknada će se obračunava i na način i u iznosu koji je bio na snazi u vrijeme podnošenja zahtjeva za izdavanje urbanističke saglasnost

Član 4

Ova odl ka stupa na snagu osmog dana od dana objavljivanja u "Službenom listu RCG opštinski propisi"."

Broj: 03(1-140
Tivat, 29 06.2007. godine
Skupštin Opštine Tivat
Predsjec ik Skupštine,
Mato Ma ović, s.r.

****

NAPOMENA IZDAVAČA:

U prečišć n tekst odluke nijesu ušle odredbe članova 6, 7 i 8 Odluke o izmjeni i dopuni Odluke o naknadi za uređivanje g ıđevinskog zemljišta ("Sl. list RCG - opštinski propisi", br. 15/05 od 29.04.2005), koje glase:

"Član 6

Na zahtje e za izgradnju ili rekonstrukciju podnijete do dana stupanja na snagu ove odluke, naknada će se obračunavati na način i u iznosu koji je bio na snazi u vrijeme podnošenja zahtjeva za izdavanje građevinske dozvole.

Član 7

Danom st panja na snagu ove odluke prestaje da važi Odluka o naknadi za devastirani prostor ("Sl. list RCG", br. 6/97, 26/97 i 2/2000).

Član 8

Ova odluk stupa na snagu osmog dana od dana objavljivanja u "Službenom listu RCG - opštinski propisi"."

Broj: 0304 69
Tivat, 19. ı pril 2005.godine
Skupština pštine Tivat
Predsjedni Skupštine
Mato Marc ić,s.r.

SCHEDULE 4

Schedule 5

Development Standards

1. Architecture

All of the project will be developed by leading architects ensuring a level of quality not commonly found in the area. The Orascom Development Holding AG group has a long track record of working with architects that are leading such as, for example, Michael Graves (USA), Jean-Michel Gathy (Malaysia), Wassim Ben Mahmoud (Tunisia), Adel Mokhtar (Egypt), Rami Dahan (Egypt), Christian Hauvette, Pierre Diener (France), (France), Didier Lefort (France), HGA (USA); SB Architects (USA) and EDSA in Florida; EDAW from San Francisco. The same quality of architects will also develop the real estate elements guaranteeing the same quality.

Using world class architects enables the project to be focused on the upscale and have a consistent quality surrounding the bay. Furthermore, using many architects is a guarantee that the project will not have a uniform style "architectural signature" thus ensuring that the project looks different by creating many ambiances and different styles that blend in the environment and make the project look like a genuine "town".

2. Development

The development of the project will be that of an upscale resort as understood in the real estate development industry having the development, construction, operating, service and maintenance standards at least equal to those of other similar facilities which may at any time be managed by the Orascom Development Holding AG group such as the El Gouna resort, Red Sea, Egypt.

D.W.

Schedule 6

Disputed Land

DW.

ЦРНА ГОРА ОСНОВНИ СУД ПОДГОРИЦА 3/1

LUSTICA Dvt

List of parcels
V3b – September 09

Parcels in the plan			In Gvt. List		Size contested	In Mosko Dobro
			Number of parcel		m²	
State Parcels			size of parcel			
Parcel ½	KO Krašići	20.890 m²			9.000,00	20890 m² Global parcel
Parcel 2	KO Krašići	1.872 m²				1872 m² Global parcel
Parcel 1378	KO Gošići	1.680.022 m²				
Parcel 1043	KO Radovići	1.099.074 m²				
Parcel 1100/1	KO Radovići	206.662 m²	1100		6.130,00	
Parcel 1117	KO Radovići	95.073 m²			367,00	95073 m² Global parcel
Parcel 1061	KO Radovići	1.667 m²				
Parcel 1085/1	KO Radovići	241.196 m²	1085		7.104,00	
Parcel 1144	KO Radovići	605.504 m²				
Parcel 445	KO Nikovići	96.413 m²				
Parcel 461	KO Nikovići	44.608 m²				44608 m² Global parcel
Parcel 446	KO Nikovići	153 m²				
Parcel 447	KO Nikovići	479 m²				
Parcel 448	KO Nikovići	105 m²				
Parcel 449	KO Nikovići	264 m²				
Parcel 450	KO Nikovići	482 m²				
Parcel 451	KO Nikovići	504 m²				
Parcel 452	KO Nikovići	399 m²				
Parcel 453	KO Nikovići	183 m²				
Parcel 454	KO Nikovići	681 m²				
Parcel 455	KO Nikovići	117 m²				
Parcel 456	KO Nikovići	247 m²				
Parcel 457	KO Nikovići	818 m²				
Parcel 458	KO Nikovići	143 m²				
Parcel 460/2	KO Nikovići	748 m²	460			
Parcel 422	KO Nikovići	17.744 m²				
Parcel 424/5	KO Nikovići	10.907 m²				
Parcel 615/1	KO Milovići	984.799 m²		983.977 m²	119	683 m² Part of parcel
Parcel 615/24	KO Milovići	86.830 m²				33569 m² Part of parcel
Parcel 614	KO Milovići	23.177 m²				23177 m² Global parcel
Parcel 663	KO Milovići	21.095 m²				21095 m² Global parcel
Parcel 615/23	KO Milovići	20.216 m²				20216 m² Global parcel
Parcel 812/2	KO Bogišići	1.225.081 m²			3.784,00	
Parcel 1130/1	KO Radovići	109.201 m²	1130/1	73549,6 m²		7483 m² Part of parcel
			(4/5 of the global parcel)			
TOTAL STATE PARCEL		**6.597.354 m²**		**6.560.881 m²**		
Municipality Parcels						
Parcel 1044	KO Radovići	148.517 m²				
Parcel 421	KO Nikovići	4.583 m²				
Parcel 423	KO Nikovići	149.116 m²				
Parcel 459	KO Nikovići	21.549 m²				
Parcel 1113/21	KO Krašići	2.141 m²				
TOTAL MUNICIPALITY PARCEL		**325.906 m²**		**325.906 m²**	**26.504**	**268.666 m²**

TOTAL LUSTICA PARCEL **6.923.260 m²**
In the plan

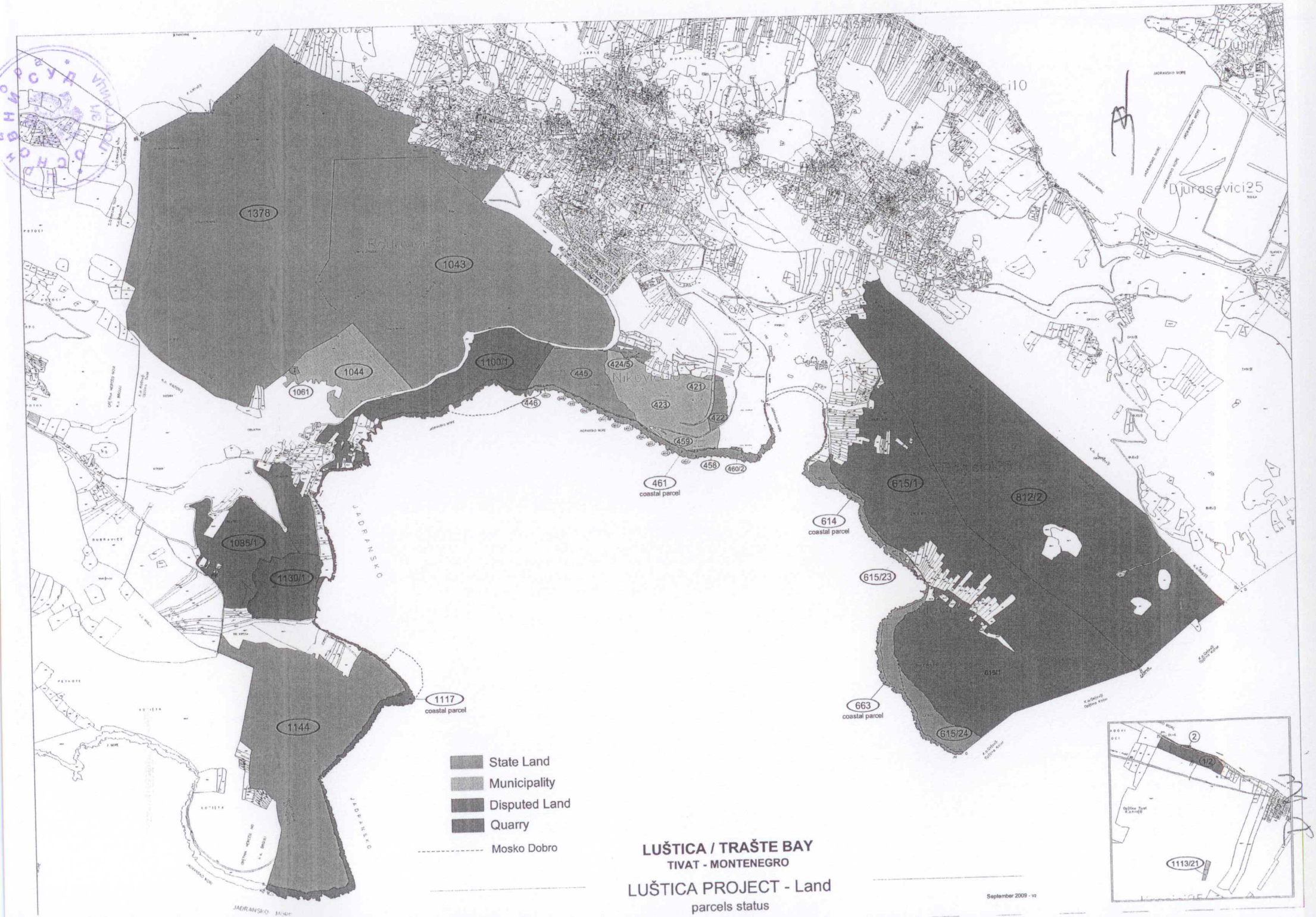
TOTAL **6.886.787 m²**
In Gvt. List
Difference: 36473,4 M²

TOTAL MOSKO DOBRC **268.666 m²**
In Lustica Parcels
Ratio: 4%

TOTAL DISPUTED LAND **26.504 m²**

No detected problem
Disputed Land
Ambiguity

DW.


1378
1043
1044
1061
1100/1
445
424/5
421
423
422
459
458
460/2
446
461
coastal parcel
614
coastal parcel
615/1
812/2
615/23
615/24
663
coastal parcel
1085/1
1130/1
1117
coastal parcel
1144
JADRANSKO
State Land
Municipality
Disputed Land
Quarry
Mosko Dobro
2
1/2
1113/21
LUŠTICA / TRAŠTE BAY
TIVAT - MONTENEGRO
LUŠTICA PROJECT - Land
parcels status
September 2009 - v2

Schedule 7

Infrastructure and Utilities

The services, supply and associated infrastructure of utilities, shall mean the following requirements to be provided to the Specified Connection Points:

1. **Electricity**

   - Power line of 30 MW for phase one and an additional 10 MW for phase 2.

2. **Water**

   - The water line should be able to supply a daily volume of 6000m3 per day.

3. **Road Network**

   - The project company will finance, build and maintain the roads within the site boundaries as is customarily done in Montenegro.
   - The government will ensure that the main access road to the site is developed and extended to meet the car traffic needs.

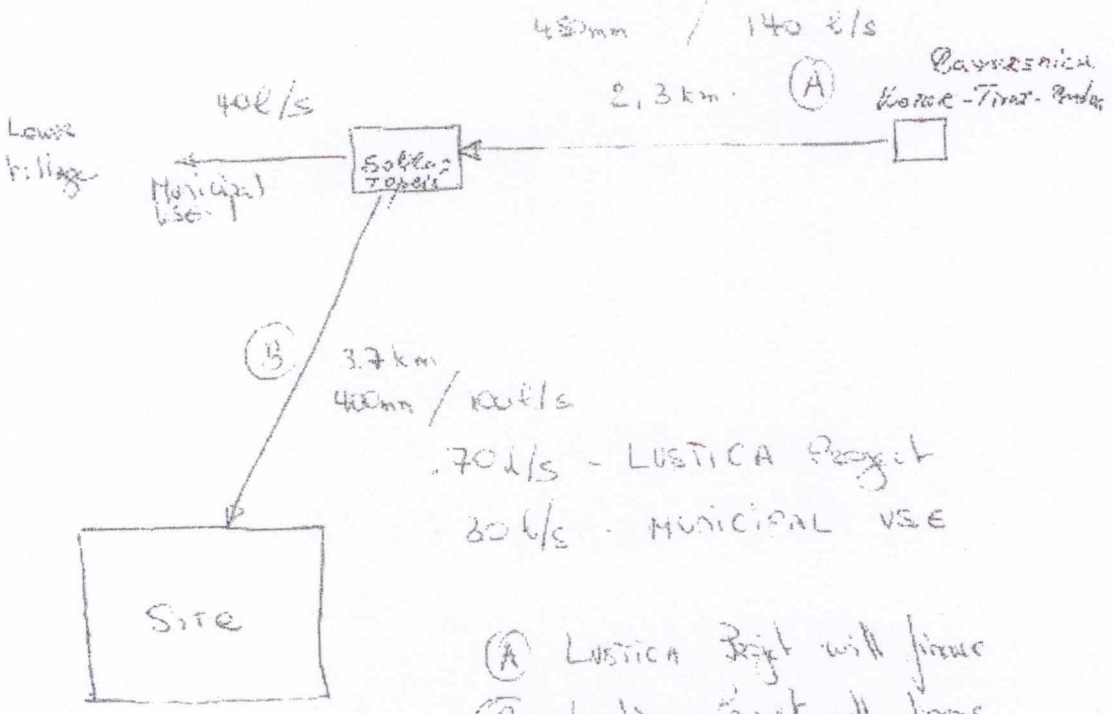
4. **Internet Network**

   - Broad band internet access at maximum speed available in Montenegro for 5000 users.

5. **Telephone/Telefax Lines**

   - Sufficient and state of the art telephone and telefax lines for 5000 users.
   - Sufficient infrastructure and network for the use of mobile telephones across the whole Site.

SCHEDULE 7A



A Lustica Project will finance

B Lustica Project will finance

LUSTICA will phase according to consumption needs

DW.

Schedule 8

The Development

The Development with its current draft master plan is tentatively planned as:

1. 8 hotels (comprising 3,330 keys)
2. 1,250 residential units including villas or apartments including certain real estate units specifically reserved for local residents only
3. Eighteen hole golf course
4. Thalasso Centre and conference centre
5. 1 main Mooring Area, 1 Pier and 1 Jetty
6. A town centre including shops, restaurants and bars
7. Certain Municipal Facilities including schools, post office, police station, coast guard station
8. A private clinic
9. Casino

Schedule 9

Investment Programme

1. INVESTMENT PROGRAMME

PHASING

The "Lustica Project" will be phased over time but an initial critical mass is needed from the start. The initial phase will include, main marina, 18 hole golf course, 5 hotels (1,310 rooms + 700 serviced real estate units) and of course the down town and infrastructure including the tourism school, the clinic, the restaurants, shops.

INVESTMENT PROGRAMME

The anticipated overall investment in the Lustica Project and in Montenegro over the entire duration of the project is estimated to € 1.1 billion. The investment is divided between hotels and infrastructure, including the town and real estate.

Investment	First 5 Years	Following Years	Total
Hotels	189 million	140 million	329 million
Down Town	189 million	0 million	189 Million
Real Estate	376 million	251 million	627 Million
Total	**754 million**	**391 million**	**1145 million**

Close to 65% of the investment is scheduled to be made in the first 5 years provided the real estate sales are successful as expected.

HOTEL PROGRAMME

	Stars	Hotel Rooms	Serviced Real Estate	Total Capacity
Luxury Hotel	6 stars	60	50	110
Sea Hotel H1	5 stars	300	150	450
Golf Hotel H2	5 stars	300	150	450
Conference Hotel H3	4 stars	250	150	400

Thalasso Hotel H4	4 stars	400	200	600
Hotel 6	*5 stars*	*300*	*150*	*450*
Hotel 7	*4 stars*	*300*	*150*	*450*
Hotel 8	*5 stars*	*300*	*100*	*400*
Total		**2210**	**1100**	**3310**

- the total room capacity of the hotels will be 3,310 units for a total of 7 500 beds.
- 60% of the capacity would by 5 stars or above.
- the hotels would generate 1,200,000 bed-nights and will attract 240,000 tourists per year.
- all hotels would operate throughout all seasons and on a yearly basis.

REAL ESTATE

	Hotel Rooms	**Villas**	**Apartments**	**Total Real Estate**
Serviced	2210	550	550	1100
Non Serviced		200	1250	1600
Total	**2210**	**750**	**1600**	**2350**

A balance between Hotel rooms and Real Estate has been planned in the project: 1 hotel room will generate 1 real estate unit. Taking the serviced apartments this ration becomes 3310 serviced units to 1600 non-serviced i.e. 50% percent ration.

2. INDICATIVE INVESTMENT SCHEDULE

Note: the below schedules are provided as an indicative investment schedule and do not in any way constitute a binding obligation upon the Project Company.

INVESTMENTS

Hotels Investments	5 years	10 years	Total	2009	2010
Hotel 1	42.000.000	42.000.000	42.000.000	2.469.276	980.000
Hotel 2 (Golf)	42.000.000	42.000.000	42.000.000	2.469.276	980.000
Hotel 3 (Conference)	30.000.000	30.000.000	30.000.000	2.057.730	700.000
Hotel 4 (Thalasso)	42.480.877	62.000.000	62.000.000		3.072.877
Hotel 5 (Exclusive)	21.000.000	21.000.000	21.000.000	987.710	490.000
Hotel 6	3.393.276	39.600.000	39.600.000		
Hotel 7	3.547.276	46.200.000	46.200.000		
Hotel 8 (Hill Golf)	4.370.368	46.200.000	46.200.000		
Golf Course					
Lustica Holding					
Total Hôtelier	**188.791.797**	**329.000.000**	**329.000.000**	**7.983.992**	**6.222.877**
RE Investments				**2009**	**2010**
Hotel 1	49.136.823	49.136.823	49.136.823	1.486.138	11.896.025
Hotel 2 (Golf)	49.136.823	49.136.823	49.136.823	1.486.138	11.896.025
Hotel 3 (Conference)	32.185.910	32.185.910	32.185.910	685.910	7.087.500
Hotel 4 (Thalasso)	40.585.910	42.685.910	42.685.910		685.910
Hotel 5 (Exclusive)	32.804.550	32.804.550	32.804.550	1.028.865	8.324.150
Hotel 6	24.009.045	80.413.650	80.413.650		
Hotel 7	24.009.045	80.413.650	80.413.650		
Hotel 8 (Hill Golf)	16.006.030	53.609.100	53.609.100		
Golf Course	49.359.100	49.359.100	49.359.100	2.057.730	12.992.050
Lustica Holding	59.062.500	137.812.500	157.500.000		11.812.500
Total RE	**376.295.737**	**607.558.017**	**627.245.517**	**6.744.782**	**64.694.160**
Infra Investments				**2009**	**2010**
Hotel 1					
Hotel 2 (Golf)					
Hotel 3 (Conference)					
Hotel 4 (Thalasso)					
Hotel 5 (Exclusive)					
Hotel 6					
Hotel 7					
Hotel 8 (Hill Golf)					
Golf Course	14.499.990	14.499.990	14.499.990		3.674.390
Lustica Holding	174.867.809	174.867.809	174.867.809	17.300.000	35.960.000
Total Infra	**189.367.799**	**189.367.799**	**189.367.799**	**17.300.000**	**39.634.390**

D.W.

Total Investments	**754.455.332**	**1.125.925.816**	**1.145.613.316**	**32.028.774**	**110.551.427**

Hotels Investments	**2011**	**2012**	**2013**	**2014**	**2015**
Hotel 1	8.162.000	16.226.000	14.162.724		
Hotel 2 (Golf)	8.162.000	16.226.000	14.162.724		
Hotel 3 (Conference)	5.830.000	11.590.000	9.822.270		
Hotel 4 (Thalasso)	1.213.333	13.105.333	25.089.333	19.519.123	
Hotel 5 (Exclusive)	4.081.000	8.113.000	7.328.290		
Hotel 6		2.469.276	924.000	7.695.600	15.298.800
Hotel 7		2.469.276	1.078.000	8.978.200	17.848.600
Hotel 8 (Hill Golf)		3.292.368	1.078.000	8.978.200	17.848.600
Golf Course					
Lustica Holding					
Total Hôtelier	**27.448.333**	**73.491.253**	**73.645.341**	**45.171.123**	**50.996.000**
RE Investments	**2011**	**2012**	**2013**	**2014**	**2015**
Hotel 1	21.048.410	12.443.750	2.262.500		
Hotel 2 (Golf)	21.048.410	12.443.750	2.262.500		
Hotel 3 (Conference)	14.175.000	8.662.500	1.575.000		
Hotel 4 (Thalasso)	9.450.000	18.900.000	11.550.000	2.100.000	
Hotel 5 (Exclusive)	13.904.660	8.078.125	1.468.750		
Hotel 6		3.086.595	20.922.450	33.613.980	19.284.375
Hotel 7		3.086.595	20.922.450	33.613.980	19.284.375
Hotel 8 (Hill Golf)		2.057.730	13.948.300	22.409.320	12.856.250
Golf Course	20.496.820	11.687.500	2.125.000		
Lustica Holding	15.750.000	15.750.000	15.750.000	15.750.000	15.750.000
Total RE	**115.873.300**	**96.196.545**	**92.786.950**	**107.487.280**	**67.175.000**
Infra Investments	**2011**	**2012**	**2013**	**2014**	**2015**
Hotel 1					
Hotel 2 (Golf)					
Hotel 3 (Conference)					
Hotel 4 (Thalasso)					
Hotel 5 (Exclusive)					
Hotel 6					
Hotel 7					
Hotel 8 (Hill Golf)					
Golf Course	4.997.044	2.788.630	3.039.926		
Lustica Holding	50.917.124	42.667.124	28.023.562		
Total Infra	**55.914.168**	**45.455.753**	**31.063.487**		

DW.

Total Investments	199.235.801	215.143.552	197.495.778	152.658.403	118.171.000

Hotels Investments	2016	2017	2018	2019	2020
Hotel 1					
Hotel 2 (Golf)					
Hotel 3 (Conference)					
Hotel 4 (Thalasso)					
Hotel 5 (Exclusive)					
Hotel 6	13.212.324				
Hotel 7	15.825.924				
Hotel 8 (Hill Golf)	15.002.832				
Golf Course					
Lustica Holding					
Total Hôtelier	**44.041.080**				
RE Investments	**2016**	**2017**	**2018**	**2019**	**2020**
Hotel 1					
Hotel 2 (Golf)					
Hotel 3 (Conference)					
Hotel 4 (Thalasso)					
Hotel 5 (Exclusive)					
Hotel 6	3.506.250				
Hotel 7	3.506.250				
Hotel 8 (Hill Golf)	2.337.500				
Golf Course					
Lustica Holding	15.750.000	15.750.000	15.750.000	15.750.000	3.937.500
Total RE	**25.100.000**	**15.750.000**	**15.750.000**	**15.750.000**	**3.937.500**
Infra Investments	**2016**	**2017**	**2018**	**2019**	**2020**
Hotel 1					
Hotel 2 (Golf)					
Hotel 3 (Conference)					
Hotel 4 (Thalasso)					
Hotel 5 (Exclusive)					
Hotel 6					
Hotel 7					
Hotel 8 (Hill Golf)					
Golf Course					
Lustica Holding					
Total Infra					
Total Investments	**69.141.080**	**15.750.000**	**15.750.000**	**15.750.000**	**3.937.500**

DW.

INCOME

Hotels Income	5 years	10 years	2009	2010	2011
Hotel 1	79.624.074	184.330.381			
Hotel 2 (Golf)	97.318.312	225.292.687			
Hotel 3 (Conference)	71.442.864	159.034.943			
Hotel 4 (Thalasso)	107.206.221	275.662.824			
Hotel 5 (Exclusive)	81.864.000	183.194.798			
Hotel 6	26.914.680	118.779.261			
Hotel 7	29.905.200	131.976.957			
Hotel 8 (Hill Golf)	26.769.600	118.138.997			
Golf Course					
Lustica Holding					
Total Hôtelier	**521.044.951**	**1.396.410.848**			
RE Income			**2009**	**2010**	**2011**
Hotel 1	89.316.239	89.316.239		19.743.590	39.957.265
Hotel 2 (Golf)	89.316.239	89.316.239		19.743.590	39.957.265
Hotel 3 (Conference)	54.807.692	54.807.692		12.115.385	24.519.231
Hotel 4 (Thalasso)	73.076.923	73.076.923			16.153.846
Hotel 5 (Exclusive)	60.897.436	60.897.436		13.461.538	27.243.590
Hotel 6	93.076.923	133.974.359			
Hotel 7	93.076.923	133.974.359			
Hotel 8 (Hill Golf)	62.051.282	89.316.239			
Golf Course	81.196.581	81.196.581		17.948.718	36.324.786
Lustica Holding	86.538.463	177.884.616		13.461.538	18.269.232
Total RE	**783.354.702**	**983.760.685**		**96.474.359**	**202.425.214**
Other Income Income	5 years	10 years	**2009**	**2010**	**2011**
Hotel 1					
Hotel 2 (Golf)					
Hotel 3 (Conference)					
Hotel 4 (Thalasso)					
Hotel 5 (Exclusive)					
Hotel 6					
Hotel 7					
Hotel 8 (Hill Golf)					
Golf Course	7.367.508	16.770.523			
Lustica Holding	17.889.909	40.393.443			
Total Other	**25.257.417**	**57.163.966**			

Total Income	**1.329.657.070**	**2.437.335.499**		**96.474.359**	**202.425.214**

Hotels Income	**2012**	**2013**	**2014**	**2015**	**2016**
Hotel 1			12.616.256	14.298.424	16.042.831
Hotel 2 (Golf)			15.419.869	17.475.851	19.607.905
Hotel 3 (Conference)			11.726.813	13.157.484	14.640.691
Hotel 4 (Thalasso)				22.844.250	25.419.420
Hotel 5 (Exclusive)			13.566.150	14.990.596	16.466.593
Hotel 6					
Hotel 7					
Hotel 8 (Hill Golf)					
Golf Course					
Lustica Holding					
Total Hôtelier			**53.329.088**	**82.766.604**	**92.177.440**
RE Income	**2012**	**2013**	**2014**	**2015**	**2016**
Hotel 1	24.914.530	4.700.855			
Hotel 2 (Golf)	24.914.530	4.700.855			
Hotel 3 (Conference)	15.288.462	2.884.615			
Hotel 4 (Thalasso)	32.692.308	20.384.615	3.846.154		
Hotel 5 (Exclusive)	16.987.179	3.205.128			
Hotel 6		31.730.769	61.346.154	35.256.410	5.641.026
Hotel 7		31.730.769	61.346.154	35.256.410	5.641.026
Hotel 8 (Hill Golf)		21.153.846	40.897.436	23.504.274	3.760.684
Golf Course	22.649.573	4.273.504			
Lustica Holding	18.269.231	18.269.231	18.269.231	18.269.231	18.269.231
Total RE	**155.715.812**	**143.034.188**	**185.705.128**	**112.286.325**	**33.311.966**
Other Income Income	**2012**	**2013**	**2014**	**2015**	**2016**
Hotel 1					
Hotel 2 (Golf)					
Hotel 3 (Conference)					
Hotel 4 (Thalasso)					
Hotel 5 (Exclusive)					
Hotel 6					
Hotel 7					
Hotel 8 (Hill Golf)					

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Golf Course			1.333.333	1.400.000	1.470.000
Lustica Holding			3.378.050	3.524.560	3.685.722
Total Other			**4.711.383**	**4.924.560**	**5.155.722**
Total Income	**155.715.812**	**143.034.188**	**243.745.599**	**199.977.490**	**130.645.128**

Hotels Income	**2017**	**2018**	**2019**	**2020**	**2021**
Hotel 1	17.851.296	18.815.266	20.120.196	20.522.600	20.933.052
Hotel 2 (Golf)	21.818.251	22.996.436	24.591.350	25.083.177	25.584.841
Hotel 3 (Conference)	16.177.963	15.739.914	16.831.553	17.168.184	17.511.548
Hotel 4 (Thalasso)	28.088.459	30.854.092	32.370.350	33.017.757	33.678.112
Hotel 5 (Exclusive)	17.995.634	18.845.028	19.471.564	19.860.995	20.258.215
Hotel 6	12.616.256	14.298.424	16.042.831	16.363.688	18.815.266
Hotel 7	14.018.063	15.887.138	17.825.368	18.181.876	20.905.851
Hotel 8 (Hill Golf)	12.548.250	14.221.350	15.956.355	16.275.482	18.713.845
Golf Course					
Lustica Holding					
Total Hôtelier	**141.114.172**	**151.657.647**	**163.209.568**	**166.473.759**	**176.400.730**
RE Income	**2017**	**2018**	**2019**	**2020**	**2021**
Hotel 1					
Hotel 2 (Golf)					
Hotel 3 (Conference)					
Hotel 4 (Thalasso)					
Hotel 5 (Exclusive)					
Hotel 6					
Hotel 7					
Hotel 8 (Hill Golf)					
Golf Course					
Lustica Holding	18.269.231	18.269.231	18.269.231	4.807.692	
Total RE	**18.269.231**	**18.269.231**	**18.269.231**	**4.807.692**	
Other Income Income	**2017**	**2018**	**2019**	**2020**	**2021**
Hotel 1					
Hotel 2 (Golf)					
Hotel 3 (Conference)					
Hotel 4 (Thalasso)					
Hotel 5 (Exclusive)					
Hotel 6					
Hotel 7					
Hotel 8 (Hill Golf)					

Golf Course	1.543.500	1.620.675	1.701.709	1.786.794	1.876.134
Lustica Holding	3.524.560	3.777.016	4.054.718	4.360.190	4.696.209
Total Other	**5.068.060**	**5.397.691**	**5.756.427**	**6.146.984**	**6.572.343**
Total Income	**164.451.463**	**175.324.569**	**187.235.225**	**177.428.435**	**182.973.073**
Hotels Income	**2022**	**2023**	**2024**	**2025**	**2026**
Hotel 1	21.351.713	21.778.747	22.214.322	22.658.608	23.111.781
Hotel 2 (Golf)	26.096.538	26.618.469	27.150.838	27.693.855	28.247.732
Hotel 3 (Conference)	17.861.779	18.219.014	18.583.395	18.955.063	19.334.164
Hotel 4 (Thalasso)	34.351.675	35.038.708	35.739.482	36.454.272	37.183.357
Hotel 5 (Exclusive)	20.663.379	21.076.647	21.498.179	21.928.143	22.366.706
Hotel 6	20.120.196	20.522.600	20.933.052	21.351.713	21.778.747
Hotel 7	22.355.773	22.802.889	23.258.946	23.724.125	24.198.608
Hotel 8 (Hill Golf)	20.011.741	20.411.975	20.820.215	21.236.619	21.661.352
Golf Course					
Lustica Holding					
Total Hôtelier	**182.812.793**	**186.469.048**	**190.198.429**	**194.002.398**	**197.882.446**
RE Income	**2022**	**2023**	**2024**	**2025**	**2026**
Hotel 1					
Hotel 2 (Golf)					
Hotel 3 (Conference)					
Hotel 4 (Thalasso)					
Hotel 5 (Exclusive)					
Hotel 6					
Hotel 7					
Hotel 8 (Hill Golf)					
Golf Course					
Lustica Holding					
Total RE					
Other Income Income	**2022**	**2023**	**2024**	**2025**	**2026**
Hotel 1					
Hotel 2 (Golf)					
Hotel 3 (Conference)					
Hotel 4 (Thalasso)					
Hotel 5 (Exclusive)					
Hotel 6					
Hotel 7					
Hotel 8 (Hill Golf)					
Golf Course	1.969.941	2.068.438	2.089.122	2.110.013	2.131.113
Lustica Holding	4.696.209	4.696.209	4.696.209	4.696.209	4.696.209

Total Other	**6.666.149**	**6.764.646**	**6.785.331**	**6.806.222**	**6.827.322**
Total Income	**189.478.942**	**193.233.695**	**196.983.760**	**200.808.620**	**204.709.768**

Hotels Income	**2027**	**2028**	**2029**	**2030**	**2031**
Hotel 1	23.574.016	24.045.496	24.526.406	25.016.935	25.517.273
Hotel 2 (Golf)	28.812.686	29.388.940	29.976.719	30.576.253	31.187.778
Hotel 3 (Conference)	19.720.847	20.115.264	20.517.569	20.927.921	21.346.479
Hotel 4 (Thalasso)	37.927.025	38.685.565	39.459.276	40.248.462	41.053.431
Hotel 5 (Exclusive)	22.814.040	23.270.321	23.735.727	24.210.442	24.694.651
Hotel 6	22.214.322	22.658.608	23.111.781	23.574.016	24.045.496
Hotel 7	24.682.580	25.176.232	25.679.756	26.193.351	26.717.218
Hotel 8 (Hill Golf)	22.094.579	22.536.470	22.987.200	23.446.944	23.915.882
Golf Course					
Lustica Holding					
Total Hôtelier	**201.840.095**	**205.876.897**	**209.994.435**	**214.194.323**	**218.478.210**
RE Income	**2027**	**2028**	**2029**	**2030**	**2031**
Hotel 1					
Hotel 2 (Golf)					
Hotel 3 (Conference)					
Hotel 4 (Thalasso)					
Hotel 5 (Exclusive)					
Hotel 6					
Hotel 7					
Hotel 8 (Hill Golf)					
Golf Course					
Lustica Holding					
Total RE					
Other Income Income	**2027**	**2028**	**2029**	**2030**	**2031**
Hotel 1					
Hotel 2 (Golf)					
Hotel 3 (Conference)					
Hotel 4 (Thalasso)					
Hotel 5 (Exclusive)					
Hotel 6					
Hotel 7					
Hotel 8 (Hill Golf)					
Golf Course	2.152.424	2.173.949	2.195.688	2.217.645	2.239.822
Lustica Holding	4.696.209	4.696.209	4.696.209	4.696.209	4.696.209
Total Other	**6.848.633**	**6.870.158**	**6.891.897**	**6.913.854**	**6.936.030**

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Total Income	**208.688.728**	**212.747.054**	**216.886.332**	**221.108.177**	**225.414.240**

Hotels Income	**2032**	**2033**	**2034**	**2035**	**2036**
Hotel 1	26.027.619	26.548.171	27.079.135	27.620.717	28.173.132
Hotel 2 (Golf)	31.811.534	32.447.765	33.096.720	33.758.654	34.433.827
Hotel 3 (Conference)	21.773.409	22.208.877	22.653.054	23.106.116	23.568.238
Hotel 4 (Thalasso)	41.874.500	42.711.990	43.566.229	44.437.554	45.326.305
Hotel 5 (Exclusive)	25.188.544	25.692.315	26.206.161	26.730.284	27.264.890
Hotel 6	24.526.406	25.016.935	25.517.273	26.027.619	26.548.171
Hotel 7	27.251.563	27.796.594	28.352.526	28.919.576	29.497.968
Hotel 8 (Hill Golf)	24.394.200	24.882.084	25.379.726	25.887.320	26.405.067
Golf Course					
Lustica Holding					
Total Hôtelier	**222.847.774**	**227.304.730**	**231.850.824**	**236.487.841**	**241.217.597**
RE Income	**2032**	**2033**	**2034**	**2035**	**2036**
Hotel 1					
Hotel 2 (Golf)					
Hotel 3 (Conference)					
Hotel 4 (Thalasso)					
Hotel 5 (Exclusive)					
Hotel 6					
Hotel 7					
Hotel 8 (Hill Golf)					
Golf Course					
Lustica Holding					
Total RE					
Other Income Income	**2032**	**2033**	**2034**	**2035**	**2036**
Hotel 1					
Hotel 2 (Golf)					
Hotel 3 (Conference)					
Hotel 4 (Thalasso)					
Hotel 5 (Exclusive)					
Hotel 6					
Hotel 7					
Hotel 8 (Hill Golf)					
Golf Course	2.262.220	2.284.842	2.307.690	2.330.767	2.354.075
Lustica Holding	4.696.209	4.696.209	4.696.209	4.696.209	4.696.209
Total Other	**6.958.429**	**6.981.051**	**7.003.899**	**7.026.976**	**7.050.284**

Total Income	**229.806.203**	**234.285.780**	**238.854.723**	**243.514.817**	**248.267.881**

Hotels Income	**2037**	**2038**
Hotel 1	29.546.076	30.136.997
Hotel 2 (Golf)	36.111.870	36.834.108
Hotel 3 (Conference)	24.804.113	25.300.195
Hotel 4 (Thalasso)	47.535.165	48.485.868
Hotel 5 (Exclusive)	28.889.496	29.467.286
Hotel 6	27.841.927	28.398.766
Hotel 7	30.935.474	31.554.184
Hotel 8 (Hill Golf)	27.498.200	28.048.164
Golf Course		
Lustica Holding		
Total Hôtelier	**253.162.321**	**258.225.567**
RE Income	**2037**	**2038**
Hotel 1		
Hotel 2 (Golf)		
Hotel 3 (Conference)		
Hotel 4 (Thalasso)		
Hotel 5 (Exclusive)		
Hotel 6		
Hotel 7		
Hotel 8 (Hill Golf)		
Golf Course		
Lustica Holding		
Total RE		
Other Income Income	**2037**	**2038**
Hotel 1		
Hotel 2 (Golf)		
Hotel 3 (Conference)		
Hotel 4 (Thalasso)		
Hotel 5 (Exclusive)		
Hotel 6		
Hotel 7		
Hotel 8 (Hill Golf)		
Golf Course	2.377.616	2.401.392
Lustica Holding		
Total Other	**2.377.616**	**2.401.392**

Total Income	**255.539.936**	**260.626.959**

TAX CONTRIBUTION

On Income	**5 years**	**10 years**	**2009**	**2010**	**2011**	**2012**
Hôtel 1	519.987	1.954.314		686.346	1.682.897	1.103.470
Hôtel 2	891.889	2.882.762		688.731	1.685.417	1.105.990
Hôtel 3	598.529	1.882.649		441.800	918.786	585.627
Hôtel 4	682.094	3.061.468			585.076	1.223.038
Hôtel 5	1.098.057	2.774.236		453.882	1.200.504	801.815
Hôtel 6	4.217.089	5.262.068				
Hôtel 7	4.209.648	5.288.198				
Hôtel 8	2.699.865	3.632.264				
Lustica, Golf	129.974	435.007		433.050	1.418.004	986.587
Lustica Holding	3.890.030	16.546.664		1.384.937	1.059.871	1.423.910
Total Income	**18.937.162**	**43.719.631**		**4.088.746**	**8.550.554**	**7.230.436**
On Dividend			**2009**	**2010**	**2011**	**2012**
Hôtel 1	1.422.000	3.789.000				
Hôtel 2	1.818.000	4.698.000				
Hôtel 3	945.000	2.871.000				
Hôtel 4	360.000	3.636.000				
Hôtel 5	1.719.000	3.789.000			396.000	63.000
Hôtel 6	1.566.000	3.672.000				
Hôtel 7	1.044.000	3.393.000				
Hôtel 8	90.000	1.818.000				
Lustica, Golf	378.000	855.000				1.296.000
Total	**9.342.000**	**28.521.000**			**396.000**	**1.359.000**
On land			**2009**	**2010**	**2011**	**2012**
Hôtel 1						
Hôtel 2						
Hôtel 3						
Hôtel 4						
Hôtel 5						
Hôtel 6						
Hôtel 7						
Hôtel 8						
Lustica, Golf						

Lustica Holding	35.000.000	35.000.000	5.250.000	8.750.000	8.750.000	7.000.000
Total	**35.000.000**	**35.000.000**	**5.250.000**	**8.750.000**	**8.750.000**	**7.000.000**
Total Tax	**63.279.162**	**107.240.631**	**5.250.000**	**12.838.746**	**17.696.554**	**15.589.436**

On Income	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Hôtel 1	200.552		60.076	116.780	160.037	183.094
Hôtel 2	203.072	17.688	134.123	202.053	254.922	283.103
Hôtel 3	107.155	6.555	89.048	137.350	187.877	177.699
Hôtel 4	771.333	84.704		105.130	197.690	294.570
Hôtel 5	156.274	142.952	193.074	225.445	258.979	277.608
Hôtel 6	948.809	2.495.896	1.437.483	192.130		91.580
Hôtel 7	948.809	2.495.896	1.437.483	192.130		84.139
Hôtel 8	624.559	1.639.990	934.382	104.147		21.346
Lustica, Golf	193.365	18.501	22.065	25.808	29.737	33.863
Lustica Holding	63.823	6.679		619.365	1.631.993	1.631.993
Total Income	**4.217.751**	**6.908.861**	**4.307.734**	**1.920.337**	**2.721.235**	**3.078.995**
On Dividend	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Hôtel 1			198.000	378.000	414.000	432.000
Hôtel 2			342.000	450.000	486.000	540.000
Hôtel 3				234.000	360.000	351.000
Hôtel 4					189.000	171.000
Hôtel 5		306.000	315.000	342.000	369.000	387.000
Hôtel 6		738.000		198.000	297.000	333.000
Hôtel 7			180.000		495.000	369.000
Hôtel 8						90.000
Lustica, Golf		63.000	81.000	72.000	81.000	81.000
Total		**1.107.000**	**1.116.000**	**1.674.000**	**2.691.000**	**2.754.000**
On land	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**
Hôtel 1						
Hôtel 2						
Hôtel 3						
Hôtel 4						
Hôtel 5						
Hôtel 6						
Hôtel 7						
Hôtel 8						
Lustica, Golf						
Lustica Holding	5.250.000					

Total	**5.250.000**					
Total Tax	**9.467.751**	**8.015.861**	**5.423.734**	**3.594.337**	**5.412.235**	**5.832.995**

On Income	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**
Hôtel 1	267.226	276.851	286.669	296.683	306.897	423.612
Hôtel 2	374.172	385.935	397.935	410.174	422.658	541.688
Hôtel 3	240.864	248.686	256.664	264.802	273.103	354.850
Hôtel 4	363.717	479.904	495.699	511.810	528.243	545.005
Hôtel 5	317.809	326.350	335.061	343.947	353.011	417.627
Hôtel 6	133.304	140.979	199.618	280.726	290.351	300.169
Hôtel 7	130.500	139.027	204.181	297.074	307.768	318.677
Hôtel 8	80.702	105.341	184.726	275.755	285.875	296.198
Lustica, Golf	51.443	55.992	60.768	65.783	71.048	79.539
Lustica Holding	2.432.703	1.558.172	2.540.608	3.017.531	3.107.621	2.399.321
Total Income	**4.392.439**	**3.717.238**	**4.961.930**	**5.764.286**	**5.946.576**	**5.676.685**
On Dividend	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**
Hôtel 1	459.000	459.000	477.000	486.000	486.000	504.000
Hôtel 2	558.000	558.000	576.000	594.000	594.000	603.000
Hôtel 3	369.000	378.000	387.000	387.000	405.000	396.000
Hôtel 4	207.000	747.000	756.000	774.000	792.000	810.000
Hôtel 5	396.000	405.000	414.000	423.000	432.000	432.000
Hôtel 6	378.000	378.000	423.000	459.000	468.000	477.000
Hôtel 7	414.000	423.000	486.000	504.000	522.000	522.000
Hôtel 8	162.000	135.000	459.000	477.000	495.000	495.000
Lustica, Golf	90.000	90.000	90.000	99.000	108.000	108.000
Total	**3.033.000**	**3.573.000**	**4.068.000**	**4.203.000**	**4.302.000**	**4.347.000**
On land	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**
Hôtel 1						
Hôtel 2						
Hôtel 3						
Hôtel 4						
Hôtel 5						
Hôtel 6						
Hôtel 7						
Hôtel 8						
Lustica, Golf						
Lustica						

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Holding						
Total						
Total Tax	**7.425.439**	**7.290.238**	**9.029.930**	**9.967.286**	**10.248.576**	**10.023.685**

On Income	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**
Hôtel 1	434.239	445.078	456.135	467.412	478.915	490.648
Hôtel 2	554.677	567.925	581.438	595.221	609.280	623.620
Hôtel 3	363.486	372.295	381.280	390.444	399.792	409.327
Hôtel 4	693.566	711.005	728.793	746.936	765.442	784.319
Hôtel 5	427.056	436.675	446.486	456.493	466.700	477.111
Hôtel 6	310.183	320.397	429.768	440.395	451.234	462.291
Hôtel 7	329.803	341.153	471.877	483.685	495.729	508.013
Hôtel 8	306.726	317.466	440.161	451.334	462.731	474.355
Lustica, Golf	80.656	81.784	82.923	84.074	85.236	86.410
Lustica Holding	3.280.961	3.280.961	3.166.301	3.190.871	3.174.491	3.190.871
Total Income	**6.781.353**	**6.874.738**	**7.185.160**	**7.306.864**	**7.389.549**	**7.506.964**
On Dividend	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**
Hôtel 1	495.000	513.000	522.000	540.000	540.000	477.000
Hôtel 2	612.000	621.000	639.000	648.000	585.000	558.000
Hôtel 3	405.000	414.000	387.000	351.000	360.000	360.000
Hôtel 4	810.000	756.000	648.000	666.000	675.000	702.000
Hôtel 5	450.000	432.000	405.000	405.000	414.000	423.000
Hôtel 6	477.000	495.000	495.000	495.000	513.000	522.000
Hôtel 7	540.000	549.000	549.000	558.000	549.000	603.000
Hôtel 8	513.000	513.000	522.000	531.000	540.000	549.000
Lustica, Golf	99.000	108.000	108.000	108.000	108.000	108.000
Total	**4.401.000**	**4.401.000**	**4.275.000**	**4.302.000**	**4.284.000**	**4.302.000**
On land	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**
Hôtel 1						
Hôtel 2						
Hôtel 3						
Hôtel 4						
Hôtel 5						
Hôtel 6						
Hôtel 7						
Hôtel 8						

Lustica, Golf						
Lustica Holding						
Total						
Total Tax	**11.182.353**	**11.275.738**	**11.460.160**	**11.608.864**	**11.673.549**	**11.808.964**

On Income	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**
Hôtel 1	502.615	514.822	527.273	647.703	660.657	673.870
Hôtel 2	638.247	653.167	668.385	791.637	807.470	823.619
Hôtel 3	419.053	428.973	439.091	526.362	536.889	547.627
Hôtel 4	803.573	823.212	843.244	863.676	1.062.897	1.084.155
Hôtel 5	487.731	498.563	509.611	574.746	586.241	597.965
Hôtel 6	473.568	485.071	496.804	508.771	520.978	533.429
Hôtel 7	520.543	533.324	546.361	559.658	573.221	587.056
Hôtel 8	486.212	498.307	510.643	523.226	536.060	549.152
Lustica, Golf	87.595	88.793	90.002	123.369	124.603	125.849
Lustica Holding	3.199.061	3.190.871	3.084.401	3.809.386	4.186.126	4.415.446
Total Income	**7.618.198**	**7.715.101**	**7.715.814**	**8.928.534**	**9.595.143**	**9.938.169**
On Dividend	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**
Hôtel 1	441.000	459.000	468.000	486.000	585.000	603.000
Hôtel 2	567.000	576.000	594.000	612.000	720.000	729.000
Hôtel 3	369.000	387.000	387.000	396.000	486.000	486.000
Hôtel 4	711.000	729.000	756.000	765.000	783.000	972.000
Hôtel 5	432.000	450.000	450.000	468.000	522.000	531.000
Hôtel 6	540.000	540.000	450.000	450.000	468.000	468.000
Hôtel 7	594.000	603.000	513.000	495.000	513.000	522.000
Hôtel 8	540.000	441.000	459.000	459.000	477.000	486.000
Lustica, Golf	117.000	117.000	108.000	117.000	108.000	117.000
Total	**4.311.000**	**4.302.000**	**4.185.000**	**4.248.000**	**4.662.000**	**4.914.000**
On land	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**
Hôtel 1						
Hôtel 2						
Hôtel 3						
Hôtel 4						
Hôtel 5						
Hôtel 6						
Hôtel 7						
Hôtel 8						

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Lustica, Golf						
Lustica Holding						
Total						
Total Tax	**11.929.198**	**12.017.101**	**11.900.814**	**13.176.534**	**14.257.143**	**14.852.169**

On Income	**2037**	**2038**
Hôtel 1	706.710	720.844
Hôtel 2	863.756	881.031
Hôtel 3	576.343	587.870
Hôtel 4	1.136.989	1.159.729
Hôtel 5	633.596	646.268
Hôtel 6	665.948	679.267
Hôtel 7	739.943	754.741
Hôtel 8	695.295	709.201
Lustica, Golf	127.107	128.378
Lustica Holding		
Total Income	**6.145.687**	**6.267.329**
On Dividend	**2037**	**2038**
Hôtel 1	612.000	648.000
Hôtel 2	756.000	783.000
Hôtel 3	495.000	531.000
Hôtel 4	981.000	1.035.000
Hôtel 5	540.000	585.000
Hôtel 6	486.000	612.000
Hôtel 7	531.000	675.000
Hôtel 8	504.000	630.000
Lustica, Golf	117.000	117.000
Total	**5.022.000**	**5.616.000**
On land	**2037**	**2038**
Hôtel 1		
Hôtel 2		
Hôtel 3		
Hôtel 4		
Hôtel 5		
Hôtel 6		
Hôtel 7		
Hôtel 8		
Lustica, Golf		

Lustica Holding		
Total		
Total Tax	**11.167.687**	**11.883.329**

Schedule 10

Mooring Area, Pier and Jetty

1 The mooring areas for mooring under this Agreement shall include the following:

1.1 The Main Mooring Area:

- The Main Mooring Area is intended accommodate fifty (50) – or less if required by the Project Company - berths and shall be built to accommodate ships of size from yachts to outboards (1 berth more than 35m, 10 berths of 25 to 35m, 10 berths of 15 to 25m and the rest for various sizes below 25m).
- The Main Mooring Area should be an international accessible for the berths of the sizes as specified above and should have necessary custom facilities and other administration offices that are required.
- The Main Mooring Area may include upon the request of the Project Company quay walls, a breakwater reef, and other facilities that are necessary to accommodate the berths of this size (including services facilities without cranes),

1.2 The Pier:

- Shall accommodate up to (50) smaller berths and shall be built to accommodate various sizes of ships from yachts to outboards but smaller than in the Mooring Area.

1.3 The Jetty in Tivat Bay:

- Shall be an access point with limited facilities and no permanent berth.

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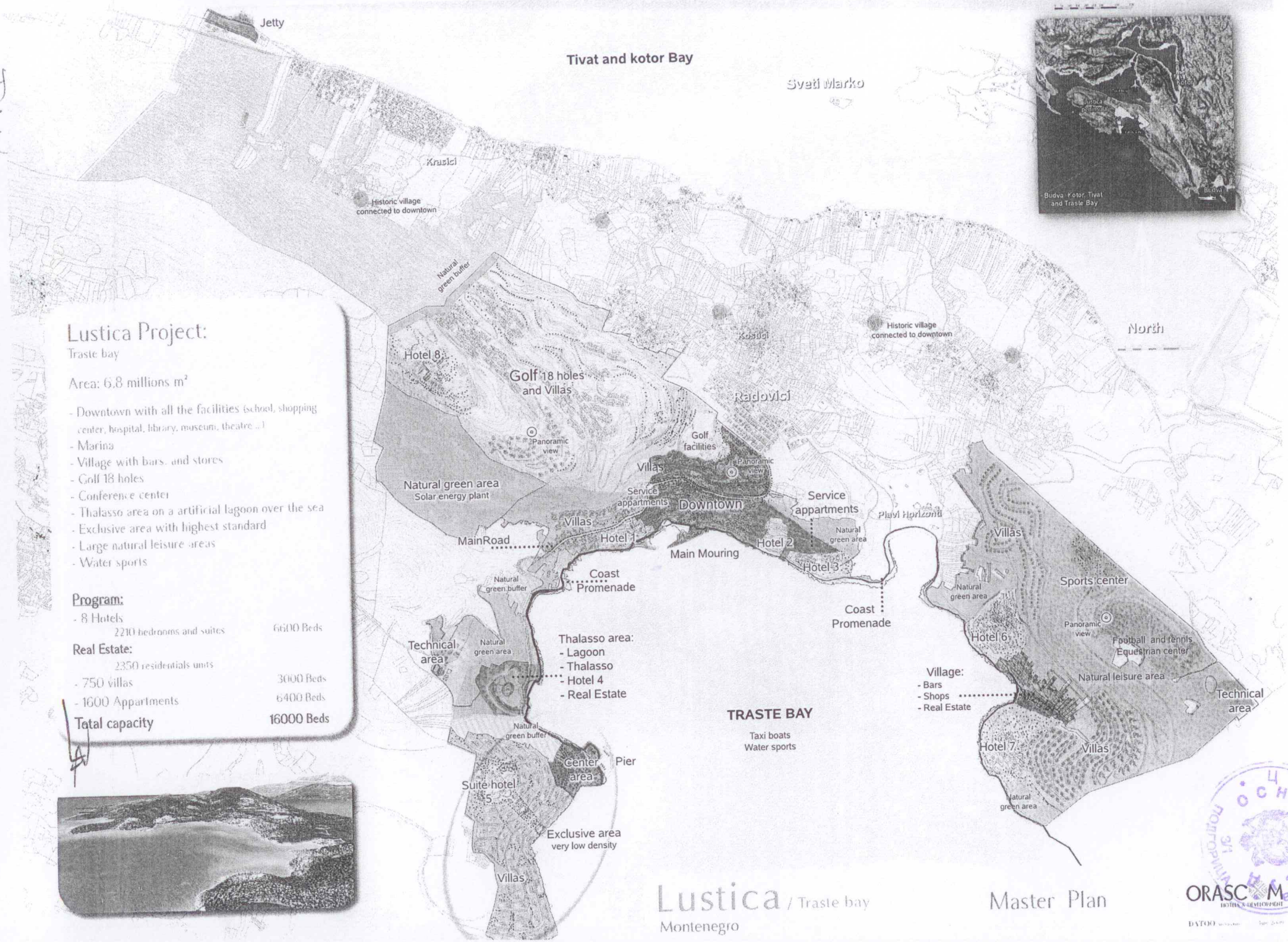
LUŠTICA / TRAŠTE BAY

TIVAT - MONTENEGRO

Mooring area, Artist view

August 2009



Lustica Project:

Traste bay

Area: 6.8 millions m²

- Downtown with all the facilities (school, shopping center, hospital, library, museum, theatre ...)
- Marina
- Village with bars, and stores
- Golf 18 holes
- Conference center
- Thalasso area on a artificial lagoon over the sea
- Exclusive area with highest standard
- Large natural leisure areas
- Water sports

Program:

- 8 Hotels
  2210 bedrooms and suites — 6600 Beds

Real Estate:

2350 residentials units

- 750 villas — 3000 Beds
- 1600 Appartments — 6400 Beds

Total capacity — 16000 Beds

Schedule 12

Minimum Build Obligations

The Project Company shall perform the following Minimum Build Obligations.

1 Initial Phase

- One hotel meeting the international classification category of at least a four star hotel which shall at least have 300 keys.
- The Main Mooring Area
- Eighteen hole golf course and club house.
- Town centre facilities including a fire brigade station, police station and first aid clinic, school, 30 shops, 5 bars, 5 restaurants and 50 real estate units specifically reserved for local residents only.

2 Second Phase

- One hotel meeting the international classification category of at least a four star hotel which shall at least have 200 keys.

3 Third Phase

- One hotel meeting the international classification category of at least a four star hotel which shall at least have 50 keys.

4 Minimum Investment Obligations

- As stated in the Agreement.

Schedule 13

Clausula Intabulandi [Government]

Pursuant to Clause 4 of the Lease and Development Agreement, court notarization number [*number to be inserted*] ('**Lease Development Agreement**'), concluded on the basis of the Decision of the Republic of Montenegro Ref. No.[*number to be inserted*] on [*date to be inserted*] by and between the Government of the Republic of Montenegro, Ministry for Tourism and the Environment with principal place of administration at Rimski Trg, 46, 81000 Podgorica, Republic of Montenegro SCG (the '**Government**'), the Municipality of Tivat whose principal place of administration is at [*insert*], Tivat, Montenegro (the '**Municipality**') and Luštica Development AD Podgorica, with registered seat at [*address*], registered with the Central Register of the Commercial Court in Podgorica under number [*Company Registration No.*] (the '**Project Company**') on the other side; the Government hereby provides its final and irrevocable consent for the registration of Usage Right against the following land parcels [*specification of the land parcels, including their cadastral numbers, sub-numbers and Cadastral Municipality they belong to*] in favor of the Project Company.

In Podgorica, [*date to be inserted*]

For the Government

_____

[*Name and the position of the person authorized to sign the document on behalf of the Government*]

[The subject document needs to be signed in front of the competent court in Montenegro]

Clausula Intabulandi [municipality]

Pursuant to Clause 4 of the Lease and Development Agreement, court notarization number [*number to be inserted*] ('**Lease Development Agreement**'), concluded on the basis of the Decision of the Republic of Montenegro Ref. No.[*number to be inserted*] on [*date to be inserted*] by and between the Government of the Republic of Montenegro, Ministry for Tourism and the Environment with principal place of administration at Rimski Trg, 46, 81000 Podgorica, Republic of Montenegro SCG (the '**Government**'), the Municipality of Tivat whose principal place of administration is at [*insert*], Tivat, Montenegro (the '**Municipality**') and Luštica Development AD Podgorica, with registered seat at [*address*], registered with the Central Register of the Commercial Court in Podgorica under number [*Company Registration No.*] (the '**Project Company**') on the other side; the Municipality hereby provides its final and irrevocable consent for the registration of Usage Right against the following land parcels [*specification of the land parcels, including their cadastral numbers, sub-numbers and Cadastral Municipality they belong to*] in favor of the Project Company.

In Podgorica, [*date to be inserted*]

For the Municipality

_____

[*Name and the position of the person authorized to sign the document on behalf of the Municipality*]

[The subject document needs to be signed in front of the competent court in Montenegro]

Schedule 14

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Schedule 15

Subdivision, Sale and Registration

1 Subdivision

1.1 The Government agrees and acknowledges that the Site shall be subdivided into separate identifiable Plots in accordance with the plans provided by the Project Company and pursuant to the Spatial Plan that shall include the subdivision plan which shall be based on the Masterplan and shall be in full compliance with the instructions of Project Company.

1.2 The subdivision shall be performed starting immediately from the Effective Date so as to enable the Project Company to implement the Minimum Build Obligations and other investments anticipated in the Lease and Development Agreement.

1.3 The Government shall simultaneously register on the Plots that have been created as a result of the subdivision, within maximum 30 calendar days from the filing of the registration request at any time from the Effective Date: (i) separate title to each of the Plots identified by the Project Company in the name of the Government and (ii) separate Usage Right in the name of the Project Company, Third Party Developer or Third Party Purchaser designated by the Project Company in accordance with the Lease and Development Agreement.

1.4 The subdivision as well as registration of the Plots with the relevant Land Registry shall be performed by the Government and at the Government's expense. The Project Company, Third Party Developer or Third Party Purchaser will only bear the costs for the registration of the Usage Rights.

2 Freehold

2.1 The Project Company, as well as any Third Party Developers and Third Party Purchasers designated by the Project Company or by any other party that has obtained this right from the Project Company, or subsequently from Third Party Developers and Third Party Purchasers, or any other registered Freehold owner, shall have the right, at any time from the Effective Date, to acquire Freehold rights pertaining to any:

2.1.1 Villa and Villa Freehold Plot;

2.1.2 Apartment, together with the Commonhold rights pertaining to the Apartment Building; and

2.1.3 Project Company Infrastructure and Utilities

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2.2 The Government shall approve and separately register the first Freehold titles (after finalization of the construction process) to the items specified in 2.1.1, 2.1.2 and 2.1.3 in the name of the Project Company as well as Third Party Purchasers and Third Party Developers designated by the Project Company, as the case may be, within maximum 30 calendar days upon filing of an legally correct registration request submitted to the competent cadastral office, and shall charge for this registration just regular administrative fees, normally payable in the subject procedures as defined by the laws regulating the subject registration procedure.

2.3 After the first registration, the Project Company as well as Third Party Purchasers and Third Party Developers shall have the full, unrestricted and transferable right to sell, transfer, assign or otherwise dispose of any registered Freehold to any third party.

2.4 Any party which has obtained registered Freehold rights in relation to any of the items defined in 2.1.1, 2.1.2 and 2.1.3 shall have the full and unrestricted right to transfer legally such Freehold rights to any third party and such transfer shall be duly registered by the Government in the manner as defined in 2.3 above.

2.5 The Project Company or Third Party Developers who develop a Building on the basis of a Detailed Building Approval shall directly upon completion of the construction works and the first registration in accordance with Clause 2.3, of the necessary procedure with the Land Register become the first Freehold owner of each such Building.

2.6 Freehold rights inscribed in the competent cadastre registry shall not be affected by the expiration of the Term or any extensions thereof.

3 Usage Rights

3.1 The Project Company, as well as any Third Party Developers and Third Party Purchasers designated by the Project Company or by any party that has obtained this right from the Project Company, or subsequently from Third Party Developers and Third Party Purchasers, shall at any time from the Effective Date have the right to acquire Usage Rights pertaining to any (i) Plot (apart from the footprint of the Buildings and Villas erected on the Plots which will be Freehold or Commonhold as the case may be); and (ii) Mooring Area, Pier and Jetty regardless whether or not any Building is erected thereon and including the right to subdivide the Plot into separate sub-plots.

3.2 The first usage right in relation to the (i) Plots shall be registered, at any time from the Effective Date, in favour of the Project Company, Third Party Developer or Third Party Purchaser designated by the Project Company in accordance with the Agreement pursuant to Clause 1.3 above; (ii) Mooring Areas, Piers and Jetties shall be registered under principles set out in Clause 2.3 above in favour of the Project Company, Third Party Developer or Third Party Purchaser designated by the Project Company in accordance with the Lease and Development Agreement.

3.3 Any Usage Rights registered in the name of the Project Company Third Party Developer or Third Party Purchaser designated by the Project Company with the competent cadastre registry shall be freely transferable to any third party.

3.4 Any third party which acquires the Usage Rights from the Project Company Third Party Developer or Third Party Purchaser designated by the Project Company shall have the right (and the Government shall have the obligation) to register such Usage Rights into the competent cadastre registry under the principles set out in 2.3 above

3.5 Any party of which Usage Rights are registered in the competent cadastre registry shall have the right to sell, transfer, assign or otherwise dispose to any third party such Usage Right and such transfer shall also be registered by the Government under principles set out in 2.3 above.

3.6 Third Party Purchasers and Third Party Developers may freely dispose of their Disposal Interests to third parties at no extra fees or costs other than the general costs that are applicable to real estate transactions in Montenegro.

4 Sublease

4.1 At any time from the Effective Date, the Project Company shall have the right to sublease any and all part of the Site and any Plot within the Site or any other item to which it has Usage Rights or Freehold title and shall also have the power, at its sole discretion, to authorize any sub-lessees to enter in to further sublease arrangements and to further authorize their sub-lessees to enter and authorize further sublease arrangements.

Schedule 16

Review of Purchase Price and Rent payable to the Government

The purchase price payable to the Government by the Project Company under Clauses 6.1, 6.3, 6.5 and 6.6 and the Rent payable to the Government by the Project Company under Clauses 17.1.2 and 17.1.3 shall be reviewed each Year as from the first anniversary of the Effective Date in the manner set out in this Schedule.

1 Definitions

Where words in this Schedule start with capital letters they have the following meaning:
Amount means the purchase price or Rent payable by the Project Company to the Government under the Relevant Clauses;
Current Index means the figure for the Index last published before the Relevant Review Date;
Index means the Harmonised Index of Consumer Prices published by Eurostat, (the statistical office of the European Union), or any substitute index agreed or determined in accordance with this Schedule;
Indexed Amount means the sum calculated in accordance with the following formula:

I = R x P

Where:
I means the Indexed Amount,
R means the purchase price or Rent referred to in the Relevant Clauses as follows:

- Euros eighty (€80) under Clause 6.1
- Euros four (€4) under Clause 6.3
- Euros eighty (€80) under Clause 6.5
- Euros fifteen (€15) under Clause 6.6
- Euros one million (€1,000,000) under Clause 17.1.2
- Euros zero point one five (€0.15) and Euros zero point three (€0.3) under Clause 17.1.3

P means the Current Index divided by the base figure for the Index which will be published on the Effective Date (or immediately before the Effective Date if, for whatever reason, there is no such publication on the Effective Date);
Relevant Clauses means Clause 6.1, Clause 6.3, Clause 6.5, Clause 6.6, Clause 17.1.2 and Clause 17.1.3;
Relevant Review Date means the Review Date by reference to which the Amount is being reviewed;
Review Dates means each anniversary of the Effective Date until the end of the Term;
Statement means the statement to be prepared by the Government as soon as practicable after each Review Date showing;

a the then Current Index
b the Government's calculation of the Indexed Amount; and
c the further Amount (if any) due from the Project Company from the Relevant Review Date up to the next payment date.

2 Review of Rent

As from each Review Date the Amount shall be the higher of the Amount payable immediately before such Review Date or the Indexed Amount.

3 Procedure

3.1 As soon as practicable after the Current Index is published the Government must submit to the Project Company the Statement.

3.2 The Statement shall be final and binding on the parties unless it contains a manifest error.

3.3 On the next day when the Amount is payable, the Project company must pay to the Government the amount, if any, by which the Indexed Amount exceeds the Amount paid for the period from the Relevant Review Date to that date.

4 Arbitration of problems

If it becomes impossible to calculate the Indexed Amount for any Review Period by reference to the Index because of any change in the methods used to compile the Index after the date of this Lease and Development Agreement or for any other reason whatever, or if any dispute or question whatever arises between the Parties as to the amount of the Indexed Amount for any Review Period or the construction or effect of this Schedule then the Indexed Amount for that Review Period or the disputed matter is to be determined by arbitration in accordance with Part Eleven of this Lease and Development Agreement.

Schedule 17

Insurance Obligations

1 The Project Company shall maintain property insurance as set out in Clause 1.1 for the Project and the Buildings owned by it and its Affiliates. The Parties agree to cause Third Party Developers developing and/or operating a hotel within the Site to effect and maintain, for the period of the usage right term, the following insurance coverage with insurance providers reasonably acceptable to the Parties, provided they can be obtained at reasonable cost:

1.1 all Risks Property Insurance against "all risks" of physical loss or damage and such coverage shall be for the full replacement cost of the property insured;

1.2 other policies which the Project Company shall, from time to time, deem prudent for the operation of the Resort,

provided always that such insurance (i) shall be non-contributing with, and shall apply only as primary and not in excess to, any other insurance available to the parties insured; and (ii) coverage shall not be cancelled, lapsed or materially reduced, except with the prior approval of the Project Company.

2 All policies required under, or otherwise contemplated by, this Schedule 17 shall, as the circumstances may necessitate or require name as insureds and/or loss payees, as their interests may appear, the Project Company/Government and such other persons as the Project Company/Government shall require to be named as insureds and/or loss payees.

Schedule 18

Third Party Claims

In the event that, despite the representations and warranties as provided under the Lease and Development Agreement by the Government, a third party claim would arise in relation to (any part of) the land, structures, buildings, facilities located within the Site or any rights of use, passage or otherwise pertaining thereto, the Government and the Project Company agree to the following.

1 The Government shall be liable for and shall fully indemnify the Project Company, its Subsidiaries and Affiliates, Third Party Developers, Third Party Purchasers, Third Party Users and any other third party having any right or title pertaining to (any part of) the land, structures, buildings, facilities located within the Site or any rights of use, passage or otherwise pertaining thereto, from and against any losses, cost, claim, liability or expense arising out of any third party claim in respect thereof (whether to the land, the water or the marine environment) for the full amount of such cost, claim, liability or expense.

2 In respect of any claim arising under the indemnity in favour of the Project Company, its Subsidiaries or Affiliates, it shall:

2.1 as soon as reasonably possible give to the Government, in writing, notice of the claim (the "Claim"), the circumstance of the matter against which it is seeking to be indemnified, and all details of the Claim from time to time in its actual knowledge or possession; and

2.2 where the Claim relates to a claim by any third party, it shall not, absent the prior written consent of the Government (which shall not be unreasonably withheld or delayed), admit liability or make any offer, promise, compromise or settlement with a third party in respect of the Claim; and

2.3 where the Claim relates to a claim by any third party, at the request of the Government and at its cost, cooperate with the Government or its insurers, in the defence, settlement and/or counterclaim of the third party's claim.

3 In the event that a Claim referred to in Section 2 above is determined in favour of a third party ("the Determination") in any court of law or other tribunal having the necessary jurisdiction and the Determination has the potential to adversely affect the Project the Project Company agrees that the Government will be granted a period of six months from the date of the Determination to enable the Government to take such actions as are necessary to minimise the effect of the Determination on the Project and that the Project Company agrees not to enforce its rights under Section 1 of this Schedule during such six month period,

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provided always that the Government shall compensate the Project Company for any cost and other damages incurred as a result of any delays resulting from the Claim and any effects of further delays resulting therefrom arising in respect of the critical path of the Development occurring beyond the six months period.

4 The Project Company and the Government agree to undertake reasonable efforts to inform each Third Party Developer, Third Party Purchaser, Third Party User of the terms of this Schedule and shall undertake best efforts to cause them to observe the procedures outlined under Clause 2 above.

Schedule 19

Repossession

In the event the Government validly terminates the Agreement pursuant to Clause 36 of the Agreement (Government's Right to Termination), the Parties agree on the following:

1 **Usage Rights and Lease Rights**

1.1 The Government may require the Project Company to retransfer to the Government the Usage Rights and/or lease rights pertaining to (the part) of the Site provided that the retransfer of the Usage Rights and/or lease rights shall only apply to the (i) Usage Rights held by the Project Company at the time of delivery of the valid notice of termination; and lease rights for which at the time of delivery of the valid notice of termination no lease or sublease rights have been granted. For the avoidance of doubt, any Usage Rights, lease or sublease rights transferred by the Project Company or the Government to a Third Party Developer, Third Party Purchaser, or other third party at the time of delivery of a valid termination notice shall remain valid and enforceable under the same conditions as entered into between the Project Company, the Government and such Third Party Developer, Third Party User, Third Party Purchaser, Project or other third party.

1.3 Third Party Developers, Third Party Purchasers or any other third party, in the event of a breach of the Lease and Development Agreement by the Project Company as described under Clause 36 of the Lease and Development Agreement and a valid termination notice from the Government, remain holder of the Usage Rights and/or lease and/or sublease rights and have registered by the Government Usage Rights, (sub-) lease rights regarding their Plot(s), Villa Plot Remainder, Plot(s) upon which an Apartment Building has been constructed and any other Buildings, structures and installations constructed thereon. The Government hereby agrees to do all such things as are necessary to ensure that the respective Third Party Developer, Third Party Purchaser, Third Party User or other third party shall be granted all rights, titles, Approvals, permits and licenses as are necessary for the successful operation of the project on their respective Plot, including the right of way to and from the respective Plot, and the use of services, Infrastructure and Utilities.

2 **Freehold**

2.1 For the avoidance of doubt, the Government shall not have the right to require the Project Company, Third Party Developers, Third Party Purchasers or any other third party to retransfer to the Government any Freehold rights pertaining to any Plot or other part of the Site registered with the Land Registry in the name of the Project Company, Third Party Developers, Third Party Purchasers or any other third party.

2.2 Further to Clause 1.2 above, Third Party Developers, Third Party Purchasers or any other third party, in the event of a breach of the Lease and Development Agreement by the Project Company as described under Clause 36 of the Lease and Development Agreement and a valid termination notice from the Government, remain holder of the right to acquire and have registered into their name, Freehold title to any Villa, Villa Freehold Plot, Buildings constructed on the Villa Plot Remainder and their footprint, Apartments and Commonhold rights pertaining to the Apartment Building, if at the time of the valid termination notice from the Government, such Third Party Purchasers or any other third party have entered into an agreement for the sale and purchase therefor.

3 The Government shall notify to the Project Company its exercise of the right to require transfer of Usage Rights and/or lease rights from the Project Company together with its termination notice, but no later than sixty[60] days after the delivery of the termination notice, otherwise its right to require transfer shall be forfeited.

4 As far as the Government has the right to require retransfer of Usage or lease rights from the Project Company and as far as no third party right continues pursuant to the above, the Government shall be entitled to take over management of the Project; and to receive and use such drawings, designs, studies, materials, reports and other related documents prepared or procured by Project Company in connection with the Project to the date of such event.

5 In the event of termination due to the default of the Project Company the two parties will present their claims for compensation to the arbitration tribunal whose decision shall be final in assessing the compensation for either party.

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Schedule 20

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SCHEDULE 21

Amount of Rent Up Front

																	Total
10.000.000	1.000.000 year 1				1.000.000 year 2				1.000.000 year3				1.000.000 year 4				
	250000	250000	250000	250000	250000	250000	250000	250000	250000	250000	250000	250000	250000	250000	250000	250000	
Remaining Land 6.000.000	5.800.000	5.500.000	5.500.000	5.500.000	5.500.000	5.500.000	5.500.000	5.500.000	5.500.000	4.900.000	4.900.000	4.900.000	4.900.000	4.900.000	4.900.000	4.900.000	
	200.000	300.000	0	0	0	0	0	0	0	600.000	0	0	0	0	0	0	
	3,33%	5,00%	0,00%	0,00%	0,00%	0,00%	0,00%	0,00%	0,00%	10,00%	0,00%	0,00%	0,00%	0,00%	0,00%	0,00%	
Amount in Euro	8.333	12.500	0	0	0	0	0	0	0	25.000	0	0	0	0	0	0	
Quarters remaining	39	38,75	38,5	38,25	38	37,75	37,5	37,25	37	36,75	36,5	36,25	36	35,75	35,5	35,25	
40	325.000	484.375	0	0	0	0	0	0	0	918.750	0	0	0	0	0	0	
Loan Q1	325.000				338.000				351.520				365.581				380.204
Loan Q2		484.375				503.750				523.900				544.856			561.202
Loan Q3			0														
Loan Q4				0													
Loan Q5					0												
Loan Q6						0											
Loan Q7							0										
Loan Q8								0									
Loan Q9									0								
Loan Q10										918.750				955.500			984.165
Loan Q11											0						
Loan Q12												0					
																	1.925.571

Euribor = 2%
Total Interest = 4%

As of year 4 we would deduct from future rent a total of 1 925 571 Euros from future rent payments.

ОСНОВНО СЪД ПЛОВДИВ
ПОДГОРИЦА 31

ОСНОВНИ СУД ПОДГОРИЦА

Ов бр. 12903 2012

Потврђује се да је овај препис истовјетан са његовим изворником - овјереним - простим прописом који је написан _____ и који се састоји од _____ табака, примјерака 2

Изворна исправа-овјерени препис налази се код _____

Напомена _____

Такса за овјеру одређена 6 € наплаћена је и поништена.

Основни суд у Подгорици

Овлашћени службеник

Дана 10.10.2012 г.

ПОДГОРИЦА

168000000403
121-919-5577/2025

UPRAVA ZA NEKRETNINE

CRNA GORA

PODRUČNA JEDINICA
TIVAT

Broj: 121-919-5577/2025
Datum: 12.05.2025.
KO: RADOVIĆI

Na osnovu člana 173 Zakona o državnom premjeru i katastru nepokretnosti ("Sl. list RCG" br. 29/07, "Sl. list CG" br. 73/10, 032/11, 040/11, 043/15, 037/17 i 17/18), postupajući po zahtjevu VUJADINOVIĆ DRAGAN, RADOVIĆI TIVAT, za potrebe LUŠTICA DEVELOPMENT AD izdaje se

LIST NEPOKRETNOSTI 732 - IZVOD

Podaci o parcelama

Broj	Podbroj	Broj zgrade	Plan Skica	Datum upisa	Potes ili ulica i kućni broj	Način korišćenja Osnov sticanja	Bon. klasa	Površina m²	Prihod
1117	1		2,5,7 28	30/11/2021	RADOVIĆI	Krš, kamenjar ODLUKA DRŽAVNOG ORGANA		34045	0.00
1117	1	1	2,5,7 28	30/11/2021	RADOVIĆI	Pomoćna zgrada ODLUKA DRŽAVNOG ORGANA		133	0.00
								34178	0.00

Podaci o vlasniku ili nosiocu

Matični broj - ID broj	Naziv nosioca prava - adresa i mjesto	Osnov prava	Obim prava
0000002200022	CRNA GORA - - PODGORICA PODGORICA Podgorica	Svojina	1/1
6168000104220	VLADA CRNE GORE PODGORICA Podgorica	Raspolaganje	1/1

Podaci o objektima i posebnim djelovima

Broj	Podbroj	Broj zgrade	Način korišćenja Osnov sticanja Sobnost	PD Godina izgradnje	Spratnost/ Sprat Površina	Prava Vlasnik ili nosilac prava Adresa, Mjesto
1117	1	1	Pomoćna zgrada GRAĐENJE	2018	P 133	Svojina 1/1 - LUŠTICA DEVELOPMENT AD TIVAT 0000002744597 REG.BR - TIVAT REG.BR 4-0008824/012
1117	1	1	Nestambeni prostor GRAĐENJE Sedam soba	1	P 109	Svojina 1/1 - LUŠTICA DEVELOPMENT AD TIVAT 0000002744597 REG.BR 4- - TIVAT REG.BR 4-0008824/012

Podaci o teretima i ograničenjima

Broj	Podbroj	Broj zgrade	PD	Redni broj	Način korišćenja	Datum upisa Vrijeme upisa	Opis prava
1117	1			1	Krš, kamenjar	30/11/2021 12:56	Morsko dobro
1117	1			1	Krš, kamenjar	30/11/2021 13:24	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O ZAKUPU ZA JEDINICU A420 UZZ BR. 573/2018 OD 15.06.2018. GOD. ZAKLJUČEN IZMEĐU LUŠTICA DEVELOPMENT AD TIVAT KAO ZAKUPCA I JELENE RADULOVIĆ I CEROVIĆ VOJISLAVA KAO ZAKUPODAVACA OVJEREN KOD NOTARA KASČELAN BRANKE
1117	1			2	Krš, kamenjar	30/11/2021 12:59	Zabilježba spora NA OSNOVU TUŽBE KOJU JE OSNOVNI SUD KOTOR PRIMIO 2 1.10.2008. POD BR. P.886/08 PO TUŽBI VULEVIĆ DANIC E I VULEVIĆ NIKOLE

Podaci o teretima i ograničenjima

Broj	Podbroj	Broj zgrade	PD	Redni broj	Način korišćenja	Datum upisa Vrijeme upisa	Opis prava
1117	1			3	Krš, kamenjar	30/11/2021 13:26	Zabilježba spora PO TUŽBI P.1043/09/09 OD 23.10.2009. OSNOVNI SUD K OTOR TUŽIOCA KOSTIĆ PETRA, MARE I JOVA ZA ČES.ZEM. 1905
1117	1			51	Krš, kamenjar	30/11/2021 13:18	Zabilježba spora PRED OSNOVNIM SUDOM U KOTORU POSL.BR.P 476/13 PO TUŽBI RADI UTVRDJENJA PRAVA SVOJINE OD 30.04.2013 GOD.
1117	1			52	Krš, kamenjar	30/11/2021 13:16	Zabilježba žalbe OD STRANE ZAŠTITNIKA IMOVINSKO-PRAVNIH INTERESA CG NA RJ BR:954-121-UP/1-1536/2015 OD-- 20.07.2015
1117	1			55	Krš, kamenjar	30/11/2021 13:21	Zabilježba neposredne izvršnosti notarskog zapisa ZABILJEŽBA NEPOSREDNE IZVRŠNOSTI NOTARSKOG ZAPISA O POTVRDI PRIVATNE ISPRAVE UGOVORA O KUPOPRODAJI UZZ 201/2016 OD 06.04.2016. GOD. OVJEREN PRED NOTAROM KA ŠĆELAN BRANKOM ZAKLJUČEN IZMEĐU LUŠTICA DEVELOPMENT AD TIVAT PIB 02744597 RADOVIĆI, KAO PRODAVAC I SAMIR CHALFOUN BR. PASOŠA RL3548778, LUŠTICA BAY NOVO NASELJE RADOVIĆ I
1117	1			56	Krš, kamenjar	30/11/2021 13:7	Zabilježba neposredne izvršnosti notarskog zapisa ZABILJEŽBA NEPOSREDNE IZVRŠNOSTI UGOVORA O ZAKUPU OD 06.04.2016. GOD. OVJERENE ZAPISOM O POTVRDI PRIVATNE ISPRAVE UZZ 203/2016 OD 06.04.2016. GOD. SAČINJEN PRED NOTAROM KAŠĆ ELAN BRANKOM ZAKLJUČEN IZMEĐU LUŠTICA DEVELOPMENT AD TIVAT MB 02744597 NOVO NASELJE RADOVIĆI KAO ZAKUPAC I SAMIR CHALFOUN, LIBANSKI DRŽAVLJANIN BR. PASOŠA RL3548778, LUŠTICA BAY, NOVO NASELJE RADOVIĆ I KAO ZAKUPODAVCA
1117	1			57	Krš, kamenjar	30/11/2021 13:15	Zabilježba neposredne izvršnosti notarskog zapisa ZABILJEŽBA NEPOSREDNE IZVRŠNOSTI UGOVORA O ZAKUPU OD 31.03.2016. GOD. OVJEREN ZAPISOM O POTVRDI PRIVATNE IZPRAVE UZZ 175/2016 OD 31.03.2016. SAČINJEN I OVJEREN PRED NOTAROM KAŠĆELAN BRANKOM ZAKLJUČEN IZMEĐU LU ŠTICA DEVELOPMENT AD TIVAT MB 02744597 NOVO NASELJE RADOVIĆI KAO ZAKUPAC I ADWAN M A ALADWANI IZ KUVAJTA, BR. PASOŠA 002530904 , LUŠTICA BAY RADOVIĆI, KAO ZAKUPODAVAC
1117	1			58	Krš, kamenjar	30/11/2021 13:17	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O KUPOPRODAJI UZZ 176/2016 OD 31.03.2016 GOD.
1117	1			59	Krš, kamenjar	30/11/2021 13:17	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O KUPOPRODAJI UZZ 200/2016 OD 06.04.2016 GOD.
1117	1			60	Krš, kamenjar	30/11/2021 13:21	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O ZAKUPU UZZ 206/2016 OD 06.04.2016 GOD.
1117	1			61	Krš, kamenjar	30/11/2021 13:6	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O ZAKUPU UZZ 205/2016 OD 06.04.2016 GOD.
1117	1			63	Krš, kamenjar	30/11/2021 13:2	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O KUPOPRODAJI UZZ 456/2016 OD 22.06.2016 GOD.
1117	1			64	Krš, kamenjar	30/11/2021 13:2	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O KUPOPRODAJI UZZ 386/2016 OD 10.06.2016 GOD.
1117	1			66	Krš, kamenjar	30/11/2021 13:4	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O ZAKUPU UZZ 387/2016 OD 10.06.2016 GOD.

Podaci o teretima i ograničenjima

Broj	Podbroj	Broj zgrade	PD	Redni broj	Način korišćenja	Datum upisa Vrijeme upisa	Opis prava
1117	1			67	Krš, kamenjar	30/11/2021 13:21	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O ZAKUPU UZZ 870/2016 OD 06.10.2016 GOD.
1117	1			68	Krš, kamenjar	30/11/2021 13:1	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O ZAKUPU UZZ 455/2016 OD 22.06.2016 GOD.
1117	1			69	Krš, kamenjar	30/11/2021 13:14	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O ZAKUPU UZZ 274/2016 OD 04.05.2016 GOD.
1117	1			70	Krš, kamenjar	30/11/2021 13:12	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O ZAKUPU UZZ 453/2016 OD 22.06.2016 GOD.
1117	1			71	Krš, kamenjar	30/11/2021 13:5	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O KUPOPRODAJI UZZ 273/2016 OD 04.05.2016 GOD.
1117	1			72	Krš, kamenjar	30/11/2021 13:2	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O KUPOPRODAJI UZZ 454/2016 OD 22.06.2016 GOD.
1117	1			73	Krš, kamenjar	30/11/2021 13:18	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O PRODAJI UZZ 199/2016 OD 06.04.2016 GOD.
1117	1			74	Krš, kamenjar	30/11/2021 13:22	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O PRODAJI UZZ 871/2016 OD 06.10.2016 GOD.
1117	1			75	Krš, kamenjar	30/11/2021 13:19	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O PRODAJI UZZ 202/2016 OD 06.04.2016 GOD.
1117	1			76	Krš, kamenjar	30/11/2021 13:8	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O PRODAJI UZZ 873/2016 OD 06.10.2016 GOD.
1117	1			77	Krš, kamenjar	30/11/2021 13:15	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O PRODAJI UZZ 174/2016 OD 31.03.2016 GOD.
1117	1			78	Krš, kamenjar	30/11/2021 13:8	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O ZAKUPU UZZ 872/2016 OD 06.10.2016 GOD.
1117	1			79	Krš, kamenjar	30/11/2021 13:5	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O ZAKUPU UZZ 874/2016 OD 06.10.2016 GOD.
1117	1			80	Krš, kamenjar	30/11/2021 13:4	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O ZAKUPU UZZ 204/2016 OD 06.04.2016 GOD.

Podaci o teretima i ograničenjima

Broj	Podbroj	Broj zgrade	PD	Redni broj	Način korišćenja	Datum upisa Vrijeme upisa	Opis prava
1117	1			81	Krš, kamenjar	30/11/2021 13:19	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O ZAKUPU UZZ 177/2016 OD 31.03.2016 GOD.
1117	1			82	Krš, kamenjar	30/11/2021 13:20	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O KUPOPRODAJI UZZ 978/2016 OD 04.11.2016 GOD.
1117	1			83	Krš, kamenjar	30/11/2021 13:3	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O KUPOPRODAJI UZZ 979/2016 OD 04.11.2016 GOD
1117	1			84	Krš, kamenjar	30/11/2021 13:13	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O KUPOPRODAJI UZZ 980/2016 OD 04.11.2016 GOD
1117	1			85	Krš, kamenjar	30/11/2021 13:22	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O BEZUSLOVNOM ISKLJUČIVOM PRAVU KORIŠĆENJA I UPRAVLJANJA POSLOVNIM PROSTOM UZZ 985/2016 OD 04.11.2016 GOD
1117	1			86	Krš, kamenjar	30/11/2021 13:3	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O BEZUSLOVNOMISKLJUČIVOM PRAVU KORIŠĆENJA I UPRAVLJANJA POSLOVNIM PROSTOROM UZZ 984/2016 OD 04.11.2016 GOD
1117	1			87	Krš, kamenjar	30/11/2021 13:1	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O EKSKLUZIVNOM PRAVU KORIŠĆENJA ZA GARAŽU UZZ 982/2016 OD 04.11.2016 GOD.
1117	1			88	Krš, kamenjar	30/11/2021 13:22	Zabilježba neposredne izvršnosti notarskog zapisa U8GOVORA O KUPOPRODAJI UZZ 981/2016 OD 04.11.2016 GOD.
1117	1			89	Krš, kamenjar	30/11/2021 13:15	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O PRODAJI UZZ 869/2016 OD 06.10.2016 GOD.
1117	1			90	Krš, kamenjar	30/11/2021 13:16	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O PRODAJI UZZ 439/2017 OD 15.06.2017 GOD.
1117	1			91	Krš, kamenjar	30/11/2021 13:4	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O PRODAJI UZZ 869/2016 OD 06.10.2016 GOD.
1117	1			94	Krš, kamenjar	30/11/2021 13:16	Zabilježba žalbe OD STRANE LUŠTICA DEVELOPMENT AD PODGORICA NA RJ BR:954-121-UP/1-1536/2015 OD 12.07.02017
1117	1			95	Krš, kamenjar	30/11/2021 12:57	Pravo zakupa NEOGRANIČENO, PRENOSIVO I SAMOSTALNO PRAVO KORIŠĆE NJA U KORIST LUŠTICA DEVELOPMENT AD TIVAT, U SVEMU PO KONAČNOM RJEŠENJU BR. 954-121-UP I-2407/2013 OD 14.10.2013., UKNJIŽENO DO 11.10.2103.GOD.
1117	1			97	Krš, kamenjar	30/11/2021 13:13	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O ZAKUPU ZA JEDINICU BR A510 UZZ 681/2017 OD 15.08.2017 GOD.

Podaci o teretima i ograničenjima

Broj	Podbroj	Broj zgrade	PD	Redni broj	Način korišćenja	Datum upisa Vrijeme upisa	Opis prava
1117	1			98	Krš, kamenjar	30/11/2021 13:3	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O KUPOPRODAJI ZA CONDO HOTEL APARTMANSKU JEDINICU A510 UZZ 680/2017 OD 15.08.2017 GOD.
1117	1			99	Krš, kamenjar	30/11/2021 13:14	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O KUPOPRODAJI UZZ 703/2017 OD 18.08.2017 GOD.
1117	1			101	Krš, kamenjar	30/11/2021 13:18	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O ZAKUPU ZA JEDINICU A 516 UZZ 721/2017 OD 22.08.2017 GOD.
1117	1			103	Krš, kamenjar	30/11/2021 13:7	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O ZAKUPU ZA JEDINICU A 515 UZZ 723/2017 OD 22.08.2017 GOD.
1117	1			104	Krš, kamenjar	30/11/2021 13:13	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O ZAKUPU ZA JEDINICU A 511 UZZ 686/2017 OD 16.08.2017 GOD.
1117	1			105	Krš, kamenjar	30/11/2021 13:21	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O ZAKUPU ZA JEDINICU A 511 UZZ 685/2017 OD 16.08.2017 GOD.
1117	1			106	Krš, kamenjar	30/11/2021 12:59	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O USTUPANJU UZZ 723/2017 OD 22.08.2017 GOD.
1117	1			107	Krš, kamenjar	30/11/2021 13:9	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O ZAKUPU UZZ 704/2017 OD 18.08.2017 GOD.
1117	1			108	Krš, kamenjar	30/11/2021 13:12	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O KUPOPRODAJI UZZ 752/2017 OD 30.08.2017 GOD.
1117	1			109	Krš, kamenjar	30/11/2021 13:9	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O KUPOPRODAJI UZZ 720/2017 OD 22.08.2017 GOD.
1117	1			110	Krš, kamenjar	30/11/2021 13:11	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O KUPOPRODAJI UZZ 845/2017 OD 28.09.2017 GOD.
1117	1			111	Krš, kamenjar	30/11/2021 13:8	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O ZAKUPU UZZ 846/2017 OD 28.09.2017 GOD.
1117	1			112	Krš, kamenjar	30/11/2021 12:59	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O KUPOPRODAJI UZZ 934/2017 OD 27.10.2017 GOD.
1117	1			113	Krš, kamenjar	30/11/2021 13:6	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O KUPOPRODAJI UZZ 935/2017 OD 27.10.2017 GOD.

Podaci o teretima i ograničenjima

Broj	Podbroj	Broj zgrade	PD	Redni broj	Način korišćenja	Datum upisa Vrijeme upisa	Opis prava
1117	1			114	Krš, kamenjar	30/11/2021 13:17	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O KUPOPRODAJI UZZ 1102/2016 OD 18.12.2017 GOD.
1117	1			115	Krš, kamenjar	30/11/2021 13:5	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O ZAKUPU PARKING MJESTA UZZ 53/2018 OD 01.02.2018 GOD.
1117	1			116	Krš, kamenjar	30/11/2021 13:6	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORAO KUPOPRODAJI UZZ 52/2018 OD 01.02.2018 GOD.
1117	1			117	Krš, kamenjar	30/11/2021 13:7	Zabilježba neposredne izvršnosti notarskog zapisa UPIS ZABILJEŽBE IZVRŠNOSTI NOTARSKOG ZAPISA UZZ 693/2013 OD 02.07.2018G.UGOVORA O KUPOPRODAJI,OVJEREN OD STRANE NOTARA KAŠĆ ELAN BRANKE,ZAKLJUČEN IZMEĐU LUŠTICA DEVELOPMENT AD TIVAT KAO PRODAVCA I OXANA CHERNYAKHOVSKAYA,KAO KUPCA I TO NA:KAT.PAR.1117/1,1117/4,UKUPNE POVRŠ.90460M2,IZ LN 732 KO RADOVIĆI,UPISANE NA IME CRNA GORA,SVOJINA U OBIMU ZA 1/1 DIJELA I VLADA CRNE GLORE, U OBIMU ZA 1/1 RASPOLAGANJE.
1117	1			118	Krš, kamenjar	30/11/2021 13:16	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O ZAKUPU ZA JEDINICU A420 UZZ BR. 573/2018 OD 15.06.2018. GOD. ZAKLJUČEN IZMEĐU LUŠTICA DEVELOPMENT AD TIVAT KAO ZAKUPCA I JELENE RADULOVIĆ I CEROVIĆ VOJISLAVA KAO ZAKUPODAVACA OVJEREN KOD NOTARA KAŠĆ ELAN BRANKE
1117	1			119	Krš, kamenjar	30/11/2021 13:19	Zabilježba neposredne izvršnosti notarskog zapisa UGOVOR O KUPOPRODAJI NEPOKRETNOSTI ZA CONDO HOTEL APARTMANSKU JEDINICU A515, OVJEREN KOD NOTARA KAŠĆELAN BRANKE UZZ 722/2017 OD 22.08.2017. GOD. ZAKLJUČEN IZMEĐU LUŠTICA DEVELOPMENT AD TIVAT KAO PRODAVAC I VIS INVESTMENTS DOO TIVAT KAO KUPCA
1117	1	1		2	Pomoćna zgrada	23/11/2020 13:27	Pravo zakupa NEOGRANIČENO, PRENOSIVO I SAMOSTALNO PRAVO KORIŠĆE NJA U KORIST LUŠTICA DEVELOPMENT AD TIVAT, U SVEMU PO KONAČNOM RJEŠENJU BR. 954-121-UP I-2407/2013 OD 14.10.2013., UKNJIŽENO DO 11.10.2103.GOD.
1117	1	1		3	Pomoćna zgrada	30/11/2021 12:57	Morsko dobro
1117	1	1		4	Pomoćna zgrada	30/11/2021 12:58	Pravo zakupa NEOGRANIČENO, PRENOSIVO I SAMOSTALNO PRAVO KORIŠĆE NJA U KORIST LUŠTICA DEVELOPMENT AD TIVAT, U SVEMU PO KONAČNOM RJEŠENJU BR. 954-121-UP I-2407/2013 OD 14.10.2013., UKNJIŽENO DO 11.10.2103.GOD.
1117	1	1		5	Pomoćna zgrada	30/11/2021 13:1	Zabilježba spora NA OSNOVU TUŽBE KOJU JE OSNOVNI SUD KOTOR PRIMIO 2 1.10.2008. POD BR. P.886/08 PO TUŽBI VULEVIĆ DANIC E I VULEVIĆ NIKOLE
1117	1	1		6	Pomoćna zgrada	30/11/2021 13:1	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O EKSKLUZIVNOM PRAVU KORIŠĆENJA ZA GARAŽU UZZ 982/2016 OD 04.11.2016 GOD.
1117	1	1		7	Pomoćna zgrada	30/11/2021 13:1	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O ZAKUPU UZZ 455/2016 OD 22.06.2016 GOD.
1117	1	1		8	Pomoćna zgrada	30/11/2021 13:2	Pravo zakupa NEOGRANIČENO, PRENOSIVO I SAMOSTALNO PRAVO KORIŠĆE NJA U KORIST LUŠTICA DEVELOPMENT AD TIVAT, U SVEMU PO KONAČNOM RJEŠENJU BR. 954-121-UP I-2407/2013 OD 14.10.2013., UKNJIŽENO DO 11.10.2103.GOD.
1117	1	1		9	Pomoćna zgrada	30/11/2021 13:2	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O KUPOPRODAJI UZZ 386/2016 OD 10.06.2016 GOD.

Podaci o teretima i ograničenjima

Broj	Podbroj	Broj zgrade	PD	Redni broj	Način korišćenja	Datum upisa Vrijeme upisa	Opis prava
1117	1	1		10	Pomoćna zgrada	30/11/2021 13:2	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O KUPOPRODAJI UZZ 456/2016 OD 22.06.2016 GOD.
1117	1	1		11	Pomoćna zgrada	30/11/2021 13:2	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O KUPOPRODAJI UZZ 454/2016 OD 22.06.2016 GOD.
1117	1	1		12	Pomoćna zgrada	30/11/2021 13:3	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O KUPOPRODAJI UZZ 979/2016 OD 04.11.2016 GOD
1117	1	1		13	Pomoćna zgrada	30/11/2021 13:3	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O KUPOPRODAJI ZA CONDO HOTEL APARTMANSKU JEDINICU A510 UZZ 680/2017 OD 15.08.2017 GOD.
1117	1	1		14	Pomoćna zgrada	30/11/2021 13:3	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O KUPOPRODAJI ZA CONDO HOTEL APARTMANSKU JEDINICU A510 UZZ 680/2017 OD 15.08.2017 GOD.
1117	1	1		15	Pomoćna zgrada	30/11/2021 13:3	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O BEZUSLOVNOMISKLJUČIVOM PRAVU KORIŠĆENJA I UPRAVLJANJA POSLOVNIM PROSTOROM UZZ 984/2016 OD 04.11.2016 GOD
1117	1	1		16	Pomoćna zgrada	30/11/2021 13:4	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O ZAKUPU UZZ 387/2016 OD 10.06.2016. GOD.
1117	1	1		17	Pomoćna zgrada	30/11/2021 13:4	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O PRODAJI UZZ 869/2016 OD 06.10.2016 GOD.
1117	1	1		18	Pomoćna zgrada	30/11/2021 13:4	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O ZAKUPU UZZ 204/2016 OD 06.04.2016 GOD.
1117	1	1		19	Pomoćna zgrada	30/11/2021 13:5	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O ZAKUPU PARKING MJESTA UZZ 53/2018 OD 01.02.2018 GOD.
1117	1	1		20	Pomoćna zgrada	30/11/2021 13:5	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O ZAKUPU UZZ 874/2016 OD 06.10.2016 GOD.
1117	1	1		21	Pomoćna zgrada	30/11/2021 13:5	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O KUPOPRODAJI UZZ 273/2016 OD 04.05.2016 GOD.
1117	1	1		22	Pomoćna zgrada	30/11/2021 13:6	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORAO KUPOPRODAJI UZZ 52/2018 OD 01.02.2018 GOD.
1117	1	1		23	Pomoćna zgrada	30/11/2021 13:6	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O ZAKUPU UZZ 205/2016 OD 06.04.2016 GOD.

Podaci o teretima i ograničenjima

Broj	Podbroj	Broj zgrade	PD	Redni broj	Način korišćenja	Datum upisa Vrijeme upisa	Opis prava
1117	1	1		24	Pomoćna zgrada	30/11/2021 13:6	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O KUPOPRODAJI UZZ 935/2017 OD 27.10.2017 GOD.
1117	1	1		25	Pomoćna zgrada	30/11/2021 13:7	Zabilježba neposredne izvršnosti notarskog zapisa UPIS ZABILJEŽBE IZVRŠNOSTI NOTARSKOG ZAPISA UZZ 693/2013 OD 02.07.2018G.UGOVORA O KUPOPRODAJI,OVJEREN OD STRANE NOTARA KAŠĆELAN BRANKE,ZAKLJUČEN IZMEĐU LUŠTICA DEVELOPMENT AD TIVAT KAO PRODAVCA I OXANA CHERNYAKHOVSKAYA,KAO KUPCA I TO NA:KAT.PAR.1117/1,1117/4,UKUPNE POVRŠ,90460M2,IZ LN 732 KO RADOVIĆI,UPISANE NA IME CRNA GORA,SVOJINA U OBIMU ZA 1/1 DIJELA I VLADA CRNE GLORE, U OBIMU ZA 1/1 RASPOLAGANJE.
1117	1	1		26	Pomoćna zgrada	30/11/2021 13:7	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O ZAKUPU ZA JEDINICU A 515 UZZ 723/2017 OD 22.08.2017 GOD.
1117	1	1		27	Pomoćna zgrada	30/11/2021 13:7	Zabilježba neposredne izvršnosti notarskog zapisa ZABILJEŽBA NEPOSREDNE IZVRŠNOSTI UGOVORA O ZAKUPU OD 06.04.2016. GOD. OVJERENE ZAPISOM O POTVRDI PRIVATNE ISPRAVE UZZ 203/2016 OD 06.04.2016. GOD. SAČINJEN PRED NOTAROM KAŠĆELAN BRANKOM ZAKLJUČEN IZMEĐU LUŠTICA DEVELOPMENT AD TIVAT MB 02744597 NOVO NASELJE RADOVIĆI KAO ZAKUPAC I SAMIR CHALFOUN, LIBANSKI DRŽAVLJANIN BR. PASOŠA RL3548778, LUŠTICA BAY, NOVO NASELJE RADOVIĆI KAO ZAKUPODAVCA
1117	1	1		28	Pomoćna zgrada	30/11/2021 13:8	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O PRODAJI UZZ 873/2016 OD 06.10.2016. GOD.
1117	1	1		29	Pomoćna zgrada	30/11/2021 13:8	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O ZAKUPU UZZ 846/2017 OD 28.09.2017 GOD.
1117	1	1		30	Pomoćna zgrada	30/11/2021 13:8	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O ZAKUPU UZZ 872/2016 OD 06.10.2016 GOD.
1117	1	1		31	Pomoćna zgrada	30/11/2021 13:9	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O ZAKUPU UZZ 704/2017 OD 18.08.2017 GOD.
1117	1	1		32	Pomoćna zgrada	30/11/2021 13:9	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O KUPOPRODAJI UZZ 720/2017 OD 22.08.2017 GOD.
1117	1	1		33	Pomoćna zgrada	30/11/2021 13:11	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O KUPOPRODAJI UZZ 845/2017 OD 28.09.2017 GOD.
1117	1	1		34	Pomoćna zgrada	30/11/2021 13:12	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O ZAKUPU UZZ 453/2016 OD 22.06.2016 GOD.
1117	1	1		35	Pomoćna zgrada	30/11/2021 13:12	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O KUPOPRODAJI UZZ 752/2017 OD 30.08.2017 GOD.
1117	1	1		36	Pomoćna zgrada	30/11/2021 13:13	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O KUPOPRODAJI UZZ 980/2016 OD 04.11.2016 GOD

Podaci o teretima i ograničenjima

Broj	Podbroj	Broj zgrade	PD	Redni broj	Način korišćenja	Datum upisa Vrijeme upisa	Opis prava
1117	1	1		37	Pomoćna zgrada	30/11/2021 13:13	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O ZAKUPU ZA JEDINICU A 511 UZZ 686/2017 OD 16.08.2017 GOD.
1117	1	1		38	Pomoćna zgrada	30/11/2021 13:14	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O ZAKUPU ZA JEDINICU BR A510 UZZ 681/2017 OD 15.08.2017 GOD.
1117	1	1		39	Pomoćna zgrada	30/11/2021 13:14	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O ZAKUPU UZZ 274/2016 OD 04.05.2016 GOD.
1117	1	1		40	Pomoćna zgrada	30/11/2021 13:14	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O KUPOPRODAJI UZZ 703/2017 OD 18.08.2017 GOD.
1117	1	1		41	Pomoćna zgrada	30/11/2021 13:15	Zabilježba neposredne izvršnosti notarskog zapisa ZABILJEŽBA NEPOSREDNE IZVRŠNOSTI UGOVORA O ZAKUPU OD 31.03.2016. GOD. OVJEREN ZAPISOM O POTVRDI PRIVATNE IZPRAVE UZZ 175/2016 OD 31.03.2016. SAČINJEN I OVJEREN PRED NOTAROM KAŠĆELAN BRANKOM ZAKLJUČEN IZMEĐU LU ŠTICA DEVELOPMENT AD TIVAT MB 02744597 NOVO NASELJE RADOVIĆI KAO ZAKUPAC I ADWAN M A ALADWANI IZ KUVAJTA, BR. PASOŠA 002530904 , LUŠTICA BAY RADOVIĆI, KAO ZAKUPODAVAC
1117	1	1		42	Pomoćna zgrada	30/11/2021 13:15	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O PRODAJI UZZ 869/2016 OD 06.10.2016 GOD.
1117	1	1		43	Pomoćna zgrada	30/11/2021 13:15	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O PRODAJI UZZ 174/2016 OD 31.03.2016 GOD.
1117	1	1		44	Pomoćna zgrada	30/11/2021 13:16	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O PRODAJI UZZ 439/2017 OD 15.06.2017 GOD.
1117	1	1		45	Pomoćna zgrada	30/11/2021 13:16	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O ZAKUPU ZA JEDINICU A420 UZZ BR A 573/2018 OD 15.06.2018. GOD. ZAKLJUČEN IZMEĐU LUŠTICA DEVELOPMENT AD TIVAT KAO ZAKUPCA I JELENE RADULOVIĆ I CEROVIĆ VOJISLAVA KAO ZAKUPODAVACA OVJEREN KOD NOTARA KAŠĆ ELAN BRANKE
1117	1	1		46	Pomoćna zgrada	30/11/2021 13:17	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O KUPOPRODAJI UZZ 176/2016 OD 31.03.2016 GOD.
1117	1	1		47	Pomoćna zgrada	30/11/2021 13:17	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O KUPOPRODAJI UZZ 200/2016 OD 06.04.2016 GOD.
1117	1	1		48	Pomoćna zgrada	30/11/2021 13:17	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O KUPOPRODAJI UZZ 1102/2016 OD 18.12.2017 GOD.
1117	1	1		49	Pomoćna zgrada	30/11/2021 13:18	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O PRODAJI UZZ 199/2016 OD 06.04.2016 GOD.
1117	1	1		50	Pomoćna zgrada	30/11/2021 13:18	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O ZAKUPU ZA JEDINICU A 516 UZZ 721/2017 OD 22.08.2017 GOD.

Podaci o teretima i ograničenjima

Broj	Podbroj	Broj zgrade	PD	Redni broj	Način korišćenja	Datum upisa Vrijeme upisa	Opis prava
1117	1	1		51	Pomoćna zgrada	30/11/2021 13:19	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O PRODAJI UZZ 202/2016 OD 06.04.2016 GOD.
1117	1	1		52	Pomoćna zgrada	30/11/2021 13:19	Zabilježba neposredne izvršnosti notarskog zapisa UGOVOR O KUPOPRODAJI NEPOKRETNOSTI ZA CONDO HOTEL APARTMANSKU JEDINICU A515, OVJEREN KOD NOTARA KAŠĆELAN BRANKE UZZ 722/2017 OD 22.08.2017. GOD. ZAKLJUČEN IZMEĐU LUŠTICA DEVELOPMENT AD TIVAT KAO PRODAVAC I VIS INVESTMENTS DOO TIVAT KAO KUPCA
1117	1	1		53	Pomoćna zgrada	30/11/2021 13:19	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O ZAKUPU UZZ 177/2016 OD 31.03.2016 GOD.
1117	1	1		54	Pomoćna zgrada	30/11/2021 13:20	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O KUPOPRODAJI UZZ 978/2016 OD 04.11.2016 GOD.
1117	1	1		55	Pomoćna zgrada	30/11/2021 13:21	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O ZAKUPU UZZ 206/2016 OD 06.04.2016 GOD.
1117	1	1		56	Pomoćna zgrada	30/11/2021 13:21	Zabilježba neposredne izvršnosti notarskog zapisa ZABILJEŽBA NEPOSREDNE IZVRŠNOSTI NOTARSKOG ZAPISA O POTVRDI PRIVATNE ISPRAVE UGOVORA O KUPOPRODAJI UZZ 201/2016 OD 06.04.2016. GOD. OVJEREN PRED NOTAROM KAŠĆELAN BRANKOM ZAKLJUČEN IZMEĐU LUŠTICA DEVELOPMENT AD TIVAT PIB 02744597 RADOVIĆI, KAO PRODAVAC I SAMIR CHALFOUN BR. PASOŠA RL3548778, LUŠTICA BAY NOVO NASELJE RADOVIĆI
1117	1	1		57	Pomoćna zgrada	30/11/2021 13:21	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O ZAKUPU ZA JEDINICU A 511 UZZ 685/2017 OD 16.08.2017 GOD.
1117	1	1		58	Pomoćna zgrada	30/11/2021 13:22	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O ZAKUPU UZZ 870/2016 OD 06.10.2016 GOD.
1117	1	1		59	Pomoćna zgrada	30/11/2021 13:22	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O BEZUSLOVNOM ISKLJUČIVOM PRAVU KORIŠĆENJA I UPRAVLJANJA POSLOVNIM PROSTOM UZZ 985/2016 OD 04.11.2016 GOD
1117	1	1		60	Pomoćna zgrada	30/11/2021 13:22	Zabilježba neposredne izvršnosti notarskog zapisa U8GOVORA O KUPOPRODAJI UZZ 981/2016 OD 04.11.2016 GOD.
1117	1	1		61	Pomoćna zgrada	30/11/2021 13:22	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O PRODAJI UZZ 871/2016 OD 06.10.2016 GOD.
1117	1	1		62	Pomoćna zgrada	30/11/2021 13:24	Zabilježba neposredne izvršnosti notarskog zapisa UGOVORA O ZAKUPU ZA JEDINICU A420 UZZ BR. 573/2018 OD 15.06.2018. GOD. ZAKLJUČEN IZMEĐU LUŠTICA DEVELOPMENT AD TIVAT KAO ZAKUPCA I JELENE RADULOVIĆ I CEROVIĆ VOJISLAVA KAO ZAKUPODAVACA OVJEREN KOD NOTARA KAŠĆELAN BRANKE

Taksa naplaćena na osnovu Tarifnog broja 1, Zakona o administrativnim taksama ("Sl.list CG, br. 18/19) u iznosu od 2 eura. Naknada za korišćenje podataka premjera, katastra nepokretnosti i usluga, naplaćena na osnovu člana 174 Zakona o državnom premjeru i katastru nepokretnosti ("Sl. list RCG" br. 29/07, "Sl. list CG" br. 73/10, 032/11, 040/11, 043/15, 037/17 i 17/18) u iznosu od 3 eura.

Crna Gora UPRAVA ZA NEKRETNINE 37 PODGORICA

Načelnik:

Kontić Marko dipl.pravnik

SPISAK PODNIJETIH ZAHTIJEVA NA NEPOKRETNOSTIMA

Br. parcele podbroj	Zgrada / PD	Predmet	Datum i vrijeme	Podnosilac	Sadržina
1117/1		121-2-919-1842/1-2020	07.12.2020 12:01	LUŠTICA DEVELOPMENT AD	BRISANJE ZABILJEŽBI NA KP 1117/1, 1100/112/251/252/61/112/250/1 U LN 732 KO RADOVIĆI
1117/1		121-2-919-3181/1-2024	28.10.2024 08:50	GEOGRID DOO	OVJERA I PROVOĐENJE ELABORATA PARCELACIJA PO DUP-U NA KP 1117/1 1117/3 U LN 732 KO RADOVIĆI
1117/1	1	121-2-919-1842/1-2020	07.12.2020 12:01	LUŠTICA DEVELOPMENT AD	BRISANJE ZABILJEŽBI NA KP 1117/1, 1100/112/251/252/61/112/250/1 U LN 732 KO RADOVIĆI
1117/1	1	121-2-919-3181/1-2024	28.10.2024 08:50	GEOGRID DOO	OVJERA I PROVOĐENJE ELABORATA PARCELACIJA PO DUP-U NA KP 1117/1 1117/3 U LN 732 KO RADOVIĆI

PLIMA DESI N d.o.o.

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roj projekta IR 01-05/25 VI -
Datum izrade 2025.god.

URBANISTIČKO-TEHNIČKI USLOVI

Crna Gora
Ministarstvo prostornog planiranja,
urbanizma i državne imovine

Adresa: IV Proleterske brigade broj 19
81000 Podgorica, Crna Gora
Tel: +382 20 446 200
Tel: +382 20 446 339

Broj: 06-333/24-6048/2

Podgorica, 10.05.2024. godine

AKCIONARSKO DRUŠTVO
"LUŠTICA DEVELOPMENT"
Broj 584/2024
Tivat, 25.05. 2024 god.

"LUŠTICA DEVELOPMENT" AD

TIVAT
Novo Naselje bb,Radovići

Dostavljaju se urbanističko-tehnički uslovi broj 06-333/24-6048/2 od 10.05.2024.g. za postavljanje montažno demontažnog privremenog objekta na lokaciji 13.A.1, na dijelu katastarske parcele br.1117/1 KO Radovići u zahvatu Programa privremenih objekata u zoni morskog dobra za Opštinu Tivat za period 2024-2028.godine.

MINISTAR
Janko Odović

Crna Gora
Ministarstvo prostornog planiranja, urbanizma i državne imovine
PODGORICA

Dostavljeno:
- Podnosiocu zahtjeva
- U spise predmeta
- Direkciji za inspekcijski nadzor
- a/a

URBANISTIČKO - TEHNIČKI USLOVI

1.	**Broj: 06-333/24-6048/2** **Podgorica, 10.05.2024. godine**	Crna Gora Ministarstvo prostornog planiranja, urbanizma i državne imovine
2.	Ministarstvo prostornog planiranja, urbanizma i državne imovine, na osnovu člana 116 Zakona o planiranju prostora i izgradnji objekata ("Službeni list Crne Gore", br. 64/17, 44/18, 63/18, 82/20, 86/22, 04/23) i podnijetog zahtjeva **"LUŠTICA DEVELOPMENT" AD iz Tivta** izdaje:	
3.	**URBANISTIČKO-TEHNIČKE USLOVE** **za izradu tehničke dokumentacije**	
4.	za postavljanje montažno demontažnog privremenog objekta na lokaciji 13.A.1, na dijelu katastarske parcele br.1117/1 KO Radovići u zahvatu Programa privremenih objekata u zoni morskog dobra za Opštinu Tivat za period 2024-2028.godine.	
5.	**PODNOSILAC ZAHTJEVA:**	**"LUŠTICA DEVELOPMENT" AD iz Tivta**
6.	**POSTOJEĆE STANJE**	
	-	
7.	**PLANIRANO STANJE**	
7.1.	**Namjena parcele odnosno lokacije**	
	Lokacija 13.A.1 je namjenjena za montažno demontažni privremeni objekat namjenjen za ugostiteljski objekat sa terasom . Montažno demontažna drvena konstrukcija natkrivena trskom, terasa: podaščana podloga natkrivena suncobranima.	
7.2.	**Pravila parcelacije**	
	Planirani objekat će se postaviti na dijelu katastarske parcele broj 1117/1 KO Radovići.	
7.3.	**Građevinska i regulaciona linija, odnos prema susjednim parcelama**	
	Dimenzije: Šank P= 9 m2 Terasa P = 65 m2 <u>Opšte smjernice za planiranje otvorenog šanka u sklopu kupališta:</u> o U sklopu uređenog kupališta moguće je postaviti otvoreni šank ukoliko to uslovi lokacije dozvoljavaju. Otvoreni šank moguće je postaviti na kupalištu čija širina plažnog dijela do obalne linije, pješčanog ili betonskog ili njihove kombinacije iznosi minimalno 10 metara, a dužina minimalno 30 metara.	

o Otvoreni šank izrađuje se od montažnih elemenata, a svojim izgledom je uklopljen u ambijent lokacije.
o Bruto površina otvorenog šanka na uređenom kupalištu dužine do 50m ne može prelaziti 15 m2, na kupalištu dužine od 50m do 100m ne može prelaziti 23 m2, a na kupalištu dužine od 100 do 150m ne može prelaziti 35 m2, a na kupalištu dužine preko 150m ne može prelaziti 40m2. Kupališta dužine preko 200m mogu imati dva otvorena šanka od po 45 m2 ili jedan otvoreni šank maksimalne površine 100 m2

o Uz otvoreni šank može se postaviti otvorena ugostiteljska terasa, čije se vertikalne strane ne zatvaraju i za koju važe urbanistički uslovi za postavljanje ugostiteljskih terasa iz ovog Programa;
o Površina ugostiteljske terase uz otvoreni šank ne može prelaziti 15% površine koja je namjenjena prostoru bez ležaljki, odnosno na hotelskim kupalištima ne smije prelaziti 10% prostora namjenjenog postavljanju ležaljki;
o Ako ugostiteljsku terasu nije moguće postaviti u zaleđu plaže, ona se smješta isključivo na dijelu kupališta predviđenog za smještanje ležaljki i na račun površine za smještanje ležaljki (slobodna površina bez ležaljki će biti jednaka zbiru površine pod ležaljkama i površine pod ugostiteljskom terasom);
o Površina na kojoj se postavlja otvoreni šank, uključujući i prostor za ugostiteljsku terasu ne može se fizički mijenjati odnosno betonirati, odnosno postavlja se isključivo na postojeću odnosno daščanu podlogu, maksimalne visine 10 cm u odnosu na kotu terena.
o Način postavljanja ove vrste privremenih objekata je montiranje na licu mjesta od već napravljenih elemenata kontrukcije, elemenata krova, demontažnih elemenata vertikalnih pregrada (staklo, leksan, lim, tegola i drugo), demontažne podne platforme. Na isti način se vrši i demontaža. Izuzetak predstavljaju postojeći otvoreni šankovi koji su urađeni od čvrstog materijala – beton, opeka i sl., a čija visina ne smije da pređe 1.20 m.
o Tehnička dokumentacija: Za šank čija bruto površina ne prelazi 30m2, tehničku dokumentaciju čini idejno rješenje, kao i fotografije uređaja koji se postavljaju na ugostiteljskoj terasi u okviru šanka, dok za šank čija je bruto površina veća od 30 m2, tehničku dokumentaciju čini revidovan glavni projekat. Za šank sa terasom koji predstavlja jednu cjelinu, tehničku dokumentaciju čini idejno rješenje, ukoliko površina šanka ne prelazi 30m2 i površina terase ne prelazi 30m2.
Terasa se organizuje na postojećoj gotovoj podlozi, a u slučaju da postojeća podloga nije odgovarajuća, može se postaviti montažno-demontažna podloga (deking ili sl.) Podna platforma ne može biti visine veće od 10 cm.
o Betoniranje podloge za postavljanje ugostiteljskih terasa nije dozvoljeno na pješčanim djelovima plaža, u granicama zaštićenih prirodnih dobara, u granicama nepokretnog kulturnog dobra i njegove zaštićene okoline, kao i u granicama prirodnog i kulturnoistorijskog područja Kotora.
o Elementi terase treba da dimenzijama, težinom, međusobnim vezama i postavljanjem, omogućavaju brzu montažu, demontažu i transport, ne oštećuju

površinu na koju se postavljaju, okolno zelenilo, i da budu pogodni za nesmetano kretanje djece, starijih osoba i lica sa invaliditetom.

o Opremu ugostiteljske terase čine stolovi, stolice, suncobrani, žardinjere i eventualno ograde. Za zaštitu od sunca na otvorenim terasama na javnim površinama dozvoljeno je samo postavljanje suncobrana .

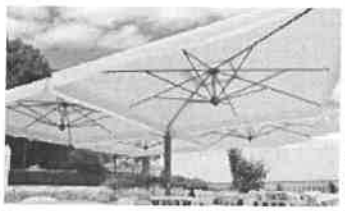
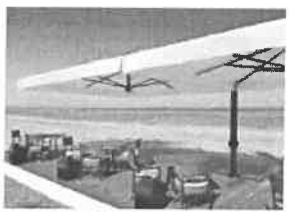
o Ograđivanje ugostiteljskih terasa na kupalištima može biti do visine 110cm i ne smije biti fiksirano za podlogu. Za ograđivanje se mogu koristiti vaze, žardinjere ili lako prenosivi stubići, ukrasni lanci i ukrasni konopi. Prilikom postavljanja ograde ugostiteljske terase na kupalištima, mora se obezbjediti nesmetan pristup do plaže kao i pristup do drugih objekata širine min. 1,5m.

o Suncobrani kao oprema ugostiteljske terase ne smiju biti agresivni oblikom, veličinom i bojom i moraju biti uniformni. Prihvatljivi su suncobrani prekriveni isključivo akrilnim impregniranim platnom i sklopivim mehanizmom. Nisu prihvatljivi zastori od PVC materijala za suncobrane ili za druge vrste natkrivanja. Boja platna (zastora) treba da bude diskretna. Poželjna je bijela i bež boja dok se u izuzetnim slučajevima kada se to potvrđuje analizom okolnog ambijenta mogu koristiti i neke druge boje (teget, bordo, tamnija zelena..), ali nikako jarke i agresivne boje.

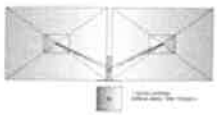
o Postavljen i otvoren suncobran može natkrivati samo tlocrtnu površinu ukupne površine odobrene terase, bez mogućnosti zatvaranja bočnih vertikalnih strana najlonom ili nekim drugim materijalom, odnosno konstrukcijom. Suncobran mora imati pokretni oslonac na tlu, izrađen tako da se lako skapa i prenosi, a na donjem dijelu mora imati zaštitu protiv oštećenja podne podloge pomicanjem ili povlačenjem. Na javnim površinama nije dozvoljeno isticanje reklamnih sadržaja na suncobranima.

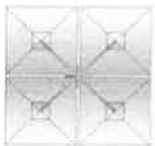
o Oprema ugostiteljskih terasa (mobilijar) treba da bude lagana, ujednačena, jednostavnih linija, po mogućnosti od prirodnih materijala. Savremeni dizajn je veoma preporučljiv.

Pokrivanje terasa suncobranima - tip A





Dostupne dimenzije pojedinačnih suncobrana (cm)

Kvadratni	Pravougaoni
300 x 300	300 x 220
350 x 350	350 x 260
400 x 400	400 x 300

	o Tehnička dokumentacija: Za ugostiteljsku terasu čija bruto površina ne prelazi 30m2, tehničku dokumentaciju čini idejno rješenje, kao i fotografije opreme koja se postavlja na ugostiteljskoj terasi, dok za ugostiteljsku terasu čija je bruto površina veća od 30 m2, tehničku dokumentaciju čini revidovan glavni projekat. o Na idejno rješenje ugostiteljske terase obavezno se pribavlja saglasnost Glavnog gradskog arhitekte. Prilikom izrade tehničke dokumentacije poštovati : •Pravilnik o načinu izrade i sadržini tehničke dokumentacije za građenje objekta („Službeni list Crne Gore", br. 44/18, 43/19). •Pravilnik o načinu obračuna površine i zapremine zgrade („Službeni list Crne Gore", br. 60/18).
8.	**PREPORUKE ZA SMANJENJE UTICAJA I ZAŠTITU OD ZEMLJOTRESA, KAO I DRUGE USLOVE ZA ZAŠTITU OD ELEMENTARNIH NEPOGODA I TEHNIČKO-TEHNOLOŠKIH I DRUGIH NESREĆA**
	Tehničkom dokumentacijom predvidjeti **mjere zaštite od požara** shodno propisima za ovu vrstu objekata. U cilju zaštite od elementarnih nepogoda postupiti u skladu sa Zakonom o zaštiti i spašavanju (»Službeni list CG«, br.13/07, 05/08, 86/09 i 32/11 i 54/16) i Pravilnikom o mjerama zaštite od elementarnih nepogoda (»Službeni list RCG«, br.8/93) i Zakonu o zapaljivim tečnostima i gasovima (»Službeni list CG«, br.26/10 i 48/15).
9.	**USLOVI I MJERE ZAŠTITE ŽIVOTNE SREDINE**
	Tehničkom dokumentacijom predvidjeti uslove i mjere za zaštitu životne sredine u skladu sa odredbama Zakona o procjeni uticaja na životnu sredinu („Službeni list CG", br.75/18) i Zakonom za zaštitu prirode („Službeni list CG", br.54/16 i 18/19) na osnovu urađene procjene uticaja na životnu sredinu.
10.	**USLOVI ZA PEJZAŽNO OBLIKOVANJE**
	-
11.	**USLOVI I MJERE ZAŠTITE NEPOKRETNIH KULTURNIH DOBARA I NJIHOVE ZAŠTIĆENE OKOLINE**
	-
12.	**USLOVI ZA LICA SMANJENE POKRETLJIVOSTI I LICA SA INVALIDITETOM**
	Potrebno je obezbjediti prilaz i upotrebu objekta licima koja se otežano kreću ili se koriste invalidskim kolicima, u skladu sa članom 71 Zakona o planiranju prostora i izgradnji objekata ("Službeni list Crne Gore", br. 64/17, 44/18, 63/18, 82/20, 86/22) i u skladu sa Pravilnikom o bližim uslovima i načinu prilagođavanja objekata za pristup i kretanje lica smanjene pokretljivosti i lica sa invaliditetom („Službeni list Crne Gore", br. 48/13 i 44/15).
13.	**USLOVI ZA POSTAVLJANJE I GRADNJU POMOĆNIH OBJEKATA**
	-
14.	**USLOVI ZA OBJEKTE KOJI MOGU UTICATI NA BEZBJEDNOST VAZDUŠNOG SAOBRAĆAJA**
	-

15.	**USLOVI ZA OBJEKTE KOJI MOGU UTICATI NA PROMJENE U VODNOM REŽIMU**
	-
16.	**MOGUĆNOST FAZNOG GRAĐENJA OBJEKTA**
	-
17.	**USLOVI ZA PRIKLJUČENJE NA INFRASTRUKTURU**
17.1	**Uslovi priključenja na elektroenergetsku infrastrukturu**
	Prilikom izrade tehničke dokumentacije potrebno je poštovati sljedeće preporuke EPCG: • Tehnička preporuka za priključke potrošača na niskonaponsku mrežu TP-2 (II dopunjeno izdanje) • Tehnička preporuka – Tipizacija mjernih mjesta • Uputstvo i tehnički uslovi za izbor i ugradnju ograničavača strujnog opterećenja • Tehnička preporuka TP-1b - Distributivna transformatorska stanica DTS – EPCG 10/0.4 kV
17.2	**Uslovi priključenja na vodovodnu i kanalizacionu infrastrukturu**
	-
17.3	**Uslovi priključenja na saobraćajnu infrastrukturu**
	-
17.4	**Ostali infrastrukturni uslovi**
	Telekomunikaciona mreža Prilikom izrade tehničke dokumentacije elektronske komunikac. infrastrukt.poštovati: -Zakon o elektronskim komunikacijama ("Sl list CG", br.40/13) -Pravilnik o širini zaštitnih zona i vrsti radio koridora u kojima nije dopušteno planiranje i gradnja drugih objekata ("Sl list CG", br.33/14) -Pravilnik o tehničkim i drugim uslovima za priključenje, izgradnju i korišćenje elektronske komunikacione mreže, elektronske komunikacione infrastructure i povezivanje opreme i objekata ("Sl list CG", br.41/15) -Pravilnik o uslovima za planiranje, izgradnju, održavanje i korišćenje pojedinih vrsta elektronskih komunikacionih mreža, elektronske komunikacione infrastrukture i povezane opreme ("Sl list CG", br.59/15) - Pravilnik o zajedničkom korišćenju elektronske komunikacione infrastrukture i povezane opreme ("Sl list CG", br.52/14) Agencija za telekomunikacije i poštansku djelatnost upućuje na primjenu: - sajt na kome se nalaze relevantni propisi u skladu sa kojim se obavlja izrada tehničke dokumentacije http:// www.ekip.me/regulativa/; - sajt na kome Agencija objavljuje podatke o postojećem stanju elektronske komunikacione infrastrukture http://ekinfrastuktura.ekip.me/ekip.me kao i - adresu web portala http://ekinfrastruktura.ekip.me/ekip/login.jsp preko koga sve zainteresovane strane od Agencije za telekomunikacije i poštansku djelatnost mogu da zatraže otvaranje korisničkog naloga, kako bi pristupili georeferenciranoj bazi podataka elektronske komunikacione infrastrukture.
18.	**POTREBA IZRADE GEODETSKIH, GEOLOŠKIH (GEOTEHNIČKIH, INŽENJERSKO-GEOLOŠKIH, HIDROGEOLOŠKIH, GEOMEHANIČKIH I SEIZMIČKIH) PODLOGA, KAO I VRŠENJA GEOTEHNIČKIH ISTRAŽNIH RADOVA I DRUGIH ISPITIVANJA**
	-

19.	**POTREBA IZRADE URBANISTIČKOG PROJEKTA**
	/
20.	**ZA ZGRADE URBANISTIČKO-TEHNIČKI USLOVI SADRŽE I URBANISTIČKE PARAMETRE**

Oznaka lokacije	**13.A.1**
Površina objekta (m²)	Šank P= 9 m2 Terasa P = 65 m2

Parametri za parkiranje odnosno garažiranje vozila

-

Smjernice za oblikovanje i materijalizaciju, posebno u odnosu na ambijentalna svojstva područja

- Opremu ugostiteljske terase čine stolovi, stolice, suncobrani, žardinjere i eventualno ograde. Za zaštitu od sunca na otvorenim terasama na javnim površinama dozvoljeno je samo postavljanje suncobrana

Ograđivanje ugostiteljskih terasa na kupalištima može biti do visine 110cm i ne smije biti fiksirano za podlogu. Za ograđivanje se mogu koristiti vaze, žardinjere ili lako prenosivi stubići, ukrasni lanci i ukrasni konopi.

Suncobrani kao oprema ugostiteljske terase ne smiju biti agresivni oblikom, veličinom i bojom i moraju biti uniformni. Prihvatljivi su suncobrani prekriveni isključivo akrilnim impregniranim platnom i sklopivim mehanizmom. Nisu prihvatljivi zastori od PVC materijala za suncobrane ili za druge vrste natkrivanja. Boja platna (zastora) treba da bude diskretna. Poželjna je bijela i bež boja dok se u izuzetnim slučajevima kada se to potvrđuje analizom okolnog ambijenta mogu koristiti i neke druge boje (teget, bordo, tamnija zelena..), ali nikako jarke i agresivne boje.

Na javnim površinama nije dozvoljeno isticanje reklamnih sadržaja na suncobranima.

o Oprema ugostiteljskih terasa (mobilijar) treba da bude lagana, ujednačena, jednostavnih linija, po mogućnosti od prirodnih materijala. Savremeni dizajn je veoma preporučljiv.

Uslovi za unapređenje energetske efikasnosti

-

DOSTAVLJENO:
- Podnosiocu zahtjeva
- Direktorat za inspekcijski nadzor
- U spise predmeta
- a/a

OBRAĐIVAČI URBANISTIČKO-TEHNIČKIH USLOVA:	Branka Nikić Nataša Đuknić

MINISTAR
Janko Odović

PRILOZI

- Grafički prilozi iz planskog dokumenta
- Dokaz o uplati naknade za izdavanje utu-a

PROGRAM PRIVREMENIH OBJEKATA U ZONI MORSKOG DOBRA ZA OPŠTINU TIVAT ZA PERIOD 2024-2028. GODINE

LOKACIJA BR.13.A.1

Legenda

Zaštićena područja

Kupališta

- Plažni mobilijar
- Granice kupališta
- Kupalište

Privremeni objekti

- AKVA PARK
- AUTO KAMP
- AUTOBUSKO STAJALIŠTE
- BANKOMAT
- BETONJERKA NA GRADILIŠTU
- BIOSKOP NA OTVORENOM
- DJEČIJE IGRALIŠTE
- DRVENA STAZA
- HELIODROM
- KAMP
- KIOSK
- KONZERVATOR ZA SLADOLED
- KULA OSMATRAČNICA
- MJERNO MJESTO STANICA
- MOBILNO POSTROJENJE ZA UPRAVLJANJE OTPADOM
- MONTAŽNA HALA I HANGAR
- MONTAŽNA PARKING GARAŽA U VIŠE NIVOA ZA ČUVANJE PLOVILA
- NATKRIVENI/ZATVORENI SPORTSKI OBJEKAT
- OBJEKAT KONTEJNERSKOG TIPA
- OBJEKAT ZA IZNAJMLJIVANJE SPORTSKO-REKREATIVNE OPREME
- OBJEKAT ZA NADZORNIKA ZAŠTIĆENOG PODRUČJA
- OBJEKAT ZA SERVISIRANJE I PRANJE VOZILA
- PARKING ZA BICIKLA I ELEKTRIČNE TROTINETE
- PLATFORMA ZA PRISTAJANJE I PRIVEZ PLOVILA
- POSEBNO VOZILO ZA PRUŽANJE JEDNOSTAVNIH UGOSTITELJSKIH USLUGA
- PRIVREMENI OBJEKAT ZA ORGANIZOVANJE MANIFESTACIJA, DOGAĐAJA ILI PROMOCIJE
- PRIVREMENI OBJEKAT ZA TRGOVINU I USLUGE
- PRIVREMENI UGOSTITELJSKI OBJEKAT
- PRIVREMENO PARKIRALIŠTE
- RAMPA SA MEHANIZMOM ZA IZVLAČENJE ČAMACA IZ VODE
- RASHLADNA I IZLOŽBENA VITRINA ZA PRODAJU HRANE I PIĆA
- REKLAMNI PANO
- RIBARSKA KUĆICA
- SANITARNI OBJEKAT
- SIDRIŠTE
- SPORTSKI OBJEKAT-OTVORENI TEREN
- ŠTAND
- STANICA ZA PUNJENJE ELEKTRIČNIH VOZILA
- TANK ZA VODU
- TRAFOSTANICA
- UGOSTITELJSKA TERASA
- UGOSTITELJSKI APARAT (KOKICE ITD.)
- ZABAVNI PARK

Crna Gora
Ministarstvo prostornog planiranja, urbanizma i državne imovine
PODGORICA

PLIMA DESI N d.o.o.

PLIMA DESIGN d.o.o. Tivat

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ŽR: 520-40774-70 HPB

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+38268550220

E: office.plimadesign@gmail.com

roj projekta IR 01-05/25 VI -
Datum izrade 2025.god.

O RAZAC 1

IZJAVA AUTORA O USAGLAŠENOSTI IDEJNOG RJEŠENJA SA UTU

"PLIMA DESIGN" d.o.o.

PLIMA DESIGN d.o.o. Tivat
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Broj projekta: IR 01-05/25
Datum izrade: VI 2025.god.

INVESTITOR: "Lustica Development" AD Tivat

OBJEKAT: Privremeni montažno demontažni objekat;
Otvoreni šank sa terasom

LOKACIJA: 13.A.1 na dijelu K.P. br.1117/1 KO Radovići
u zahvatu programa privremenih objekata
u zoni morskog dobra za Opštinu Tivat za period 2024-2028.

IZJAVLJUJEM

da je idejno rješenje urađeno u skladu sa UT uslovima broj 06-333/24-6048/2, izdatim od strane Ministarstva prostornog planiranja, urbanizma i državne imovine od 10.05.2024. godine, zatim Pravilnikom o bližim uslovima za postavljanje odnosno građenje privremenih objekata u zoni morskog dobra za opštinu Tivat za period 2024-2028.god.

PARAMETRI ZA LOKACIJU	UT USLOVI - max parametri	IR - ostvareni parametri
Spratnost	P	P
Površina otvorenog šanka	9m^2	0m^2
Površina terase	65m^2	49,34m^2

Tivat, 04/05/2025
(mjesto i datum)

MP

PLIMA DESIGN
DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU
TIVAT

(potpis vodećeg inženjera)

Maj 2025

TEHNICKI OPIS ZA OBJEKAT

TEHNIČKI OPIS

Investitor: "Lustica Development" AD, Tivat

Objekat: Montažno-demontažni privremeni objekat - Otvoreni šank sa terasom

Lokacija: 13.A.1 na dijelu K.P. br.1117/1 KO Radovići
u zahvatu programa privremenih objekatau zoni morskog dobra za Opštinu Tivat za period 2024-2028

Površina: bruto površina djelova terase koje upadaju u zonu morskog dobra su 49,34m^2 dok je šank predmet već ranije predatog projekta.

Terase koje su u cjelini u zini morskog dobra predmet su projekta uređenja terena i na njemu su predviđene ležaljke.

01 Opis lokacije

Privremeni objekat lociran je na dijelu KP 1117/1 KO Radovići, Tivat, na obodu kupališta.

02 Opis funkcionalnog rješenja

Terase su panirane iznad postojećih stijena uz more koje su sastavni dio projekta montažno demontažnog ugostiteljskog objekta "Almara beach". Djelovi terasa koji su izvan pomentog lokaliteta a koji su pod zonom motskog dobra su predmet ovog projekta.

Na taj način imamo dvije manje terase u ovoj zoni. Jedna je površine 27,33 i 22,01m^2. Obe se nalaze kao drugi nivo terasa u odnosu na nadmorsku visinu i iste su predvidjene na podkonstruckiji ankerisanoj na stijensko tlo. Terase se izvode od drvenih talpi završno zaštićuju i premazuju lazurama u mat bijeloj boji.

03 Tehničko-tehnološke karakteristike

Objekti su projektovani u montažnom sistemu, sa direktnim postavljanjem preko Alu podkonstrukcije na stijenama.

04 Zadati i ostvareni parametri

PARAMETRI ZA LOKACIJU	UT USLOVI - max parametri	IR - ostvareni parametri
Spratnost	P	P
Površina ugostiteljskog objekta	9m2	0m2
Površina terase	65m2	49,34m2

u Tivtu, jun 2025 . godine
Msc Filip Velimirović, d.i.a.

III GRAFIČKA DOKUMENTACIJA

Opština TIVAT

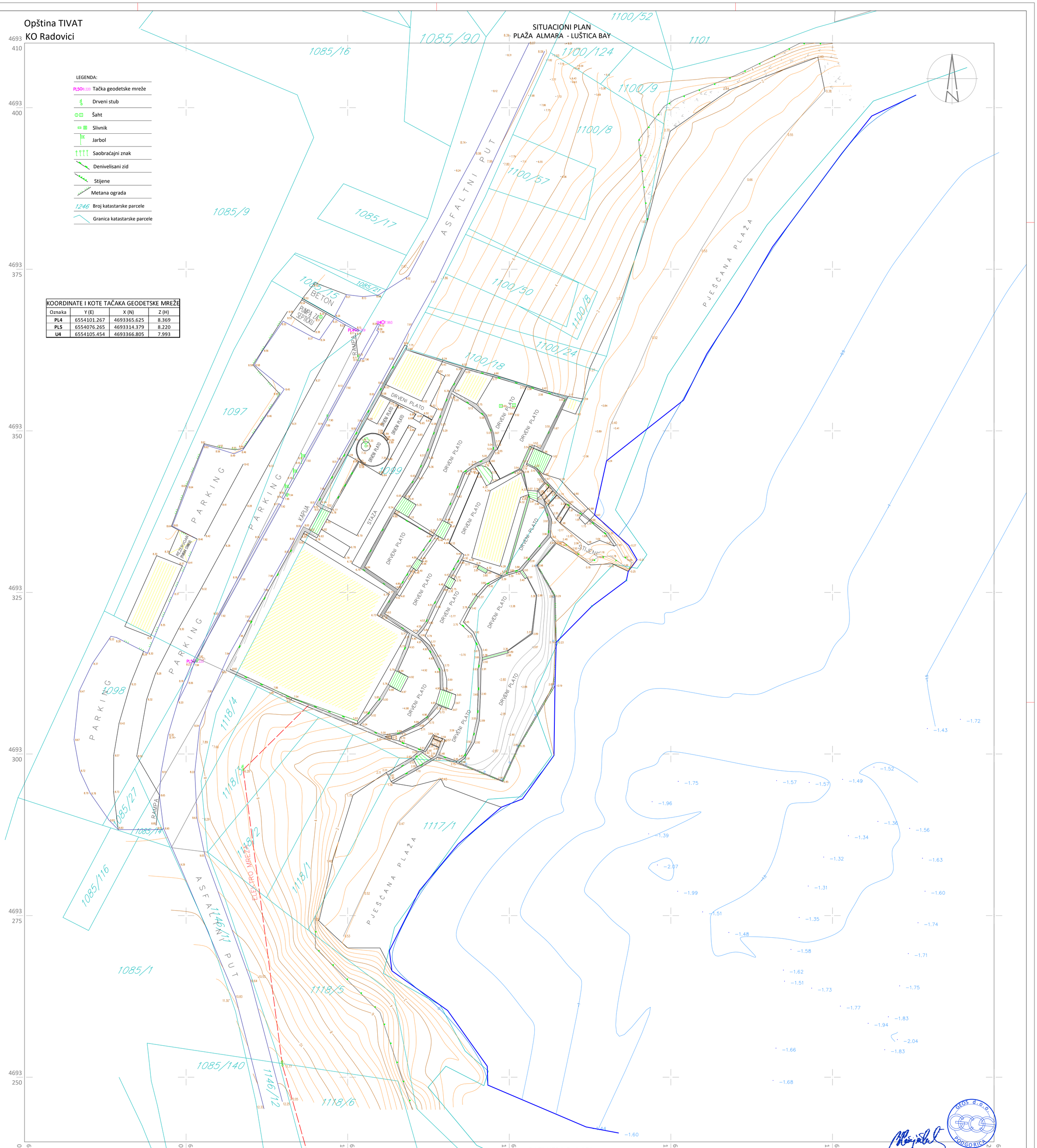
KO Radovici

SITUACIONI PLAN
PLAŽA ALMARA - LUŠTICA BAY

LEGENDA:

- PL5 8.220 Tačka geodetske mreže
- Drveni stub
- Šaht
- Slivnik
- Jarbol
- Saobraćajni znak
- Denivelisani zid
- Stijene
- Metana ograda
- 1246 Broj katastarske parcele
- Granica katastarske parcele

KOORDINATE I KOTE TAČAKA GEODETSKE MREŽE			
Oznaka	Y (E)	X (N)	Z (H)
PL4	6554101.267	4693365.625	8.369
PL5	6554076.265	4693314.379	8.220
U4	6554105.454	4693366.805	7.993



April, 2025

RAZMJERA R=1:250

Ekvidistancija 0.5m

Snimio i kartirao: GEOS d.o.o.

Br.licence: 01-43/3 i 02-4446/3

LEGENDA OZNAKA:

- Drveni plato
- Pješčana plaža
- Granica KP
- Granica MD

LEGENDA POVRŠINA

Br	Naziv površine	Pod	Plafon	Zid	O(m)	P(m²)
1	Dio terase 1	drvo			27,61	27,33
2	Dio terase 2	drvo			36,81	22,01
Ukupno P BRUTO						

5 0 10 20

PROJEKTANT:	Plima design doo	INVESTITOR:	"Lustica Development" AD Tivat
Objekat:	Privremeni montažno demontažni objekat; Otvoreni šank sa terasom, dio terasa u zoni morskog dobra	Lokacija:	13.A.1 na dijelu K.P. br.117/1 KO Radovići u zahvatu programa privremenih objekata u zoni morskog dobra za Opštinu Tivat za period 2024-2028.
Vodeći projektant:	Msc Filip Velimirović, dipl. ing. arh.	Vrsta tehničke dokumentacije:	IDEJNO RJEŠENJE
Odgovorni projektant:	Msc Filip Velimirović, dipl. ing. arh.	Dio tehničke dokumentacije: ARHITEKTURA	Razmjera: 1:500
Saradnik/ci:		Prilog: SITUACIONI PLAN NA GEOPORTALU	Br. priloga: 01 / Br. strane:
Datum izrade i M.P.	Jul 2025.	Datum revizije i M.P.	

PLIMA DESIGN

KOORDINATNE TAČKE

A	Y: 6554119,10 X: 4693299,59	G	Y: 6554119,90 X: 4693317,96
B	Y: 6554124,95 X: 4693298,27	H	Y: 6554120,73 X: 4693316,12
C	Y: 6554124,95 X: 4693298,27	I	Y: 6554120,84 X: 4693314,53
D	Y: 6554124,95 X: 4693298,27	J	Y: 6554120,62 X: 4693313,16
E	Y: 6554124,95 X: 4693298,27	K	Y: 6554120,56 X: 4693309,48
F	Y: 6554124,95 X: 4693298,27	L	Y: 6554120,36 X: 4693305,19
		M	Y: 6554119,60 X: 4693301,82
		N	Y: 6554118,21 X: 4693399,54

LEGENDA OZNAKA:

- Deking
- Pješčana plaža
- Granica KP i morskog dobra

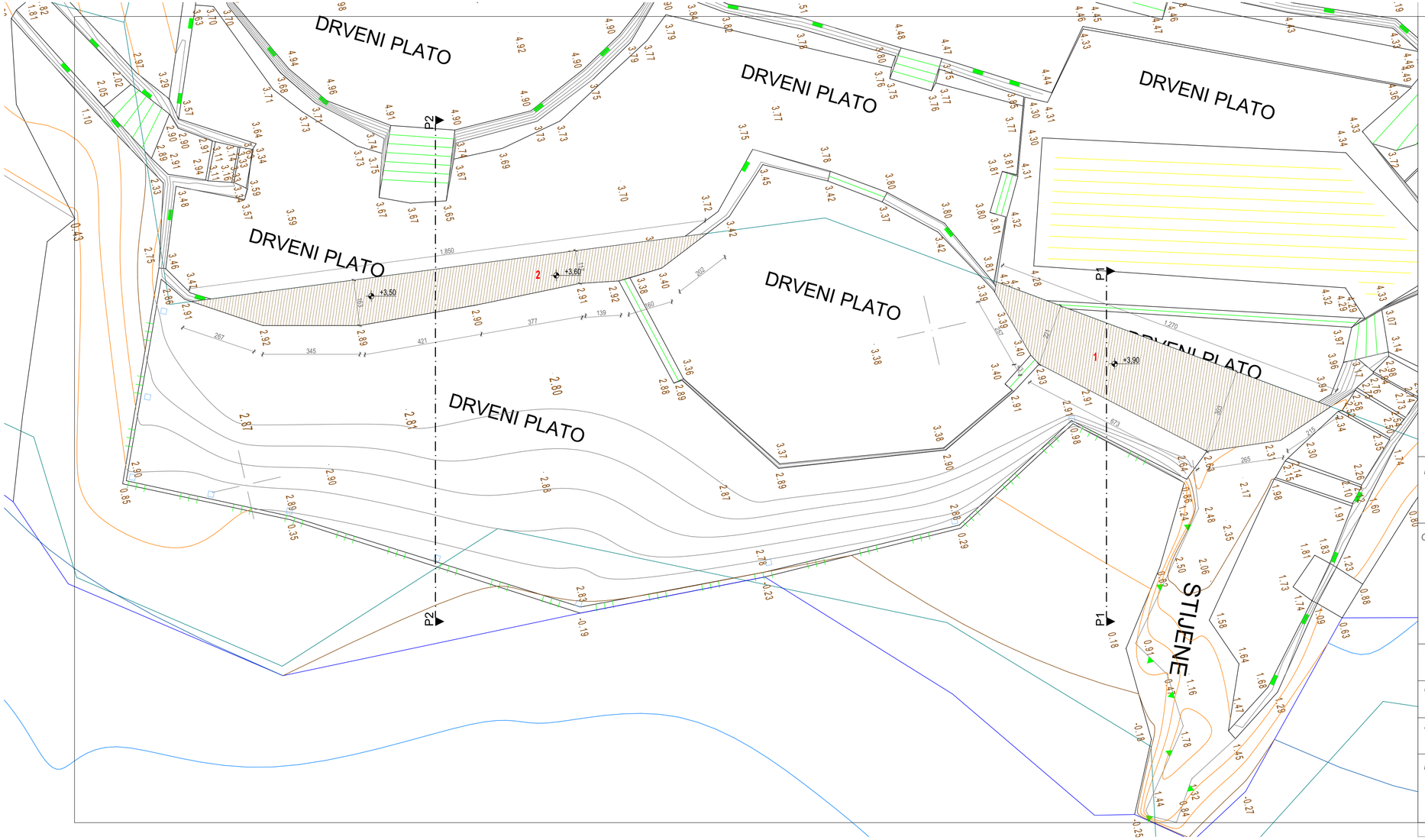
LEGENDA POVRŠINA

Br	Naziv površine	Pod	Plafon	Zid	O(m)	P(m²)
1	Dio terase 1	drvo			27,61	27,33
2	Dio terase 2	drvo			36,61	22,01
Ukupno P **BRUTO**						**49,34m²**

+0,00 relativna kota
+1.00 apsolutna kota

1 6
0 3 10

PROJEKTANT: **Plima design doo**	*INVESTITOR:* **"Lustica Development" AD Tivat**
Objekat: Privremeni montažno demontažni objekat; Otvoreni šank sa terasom, dio terasa u zoni morskog dobra	*Lokacija:* 13.A.1 na dijelu K.P. br.117/1 KO Radovići u zahvatu programa privremenih objekata u zoni morskog dobra za Opštinu Tivat za period 2024-2028.
Vodeći projektant: Msc Filip Velimirović, dipl. ing. arh.	*Vrsta tehničke dokumentacije:* IDEJNO RJEŠENJE
Odgovorni projektant: Msc Filip Velimirović, dipl. ing. arh.	*Dio tehničke dokumentacije:* ARHITEKTURA; *Razmjera:* 1:200
Saradnik/ci:	*Prilog:* SITUACIONI PLAN; *Br. priloga:* 02; *Br. strane:*
Datum izrade i M.P. Jul 2025. PLIMA DESIGN	*Datum revizije i M.P.*



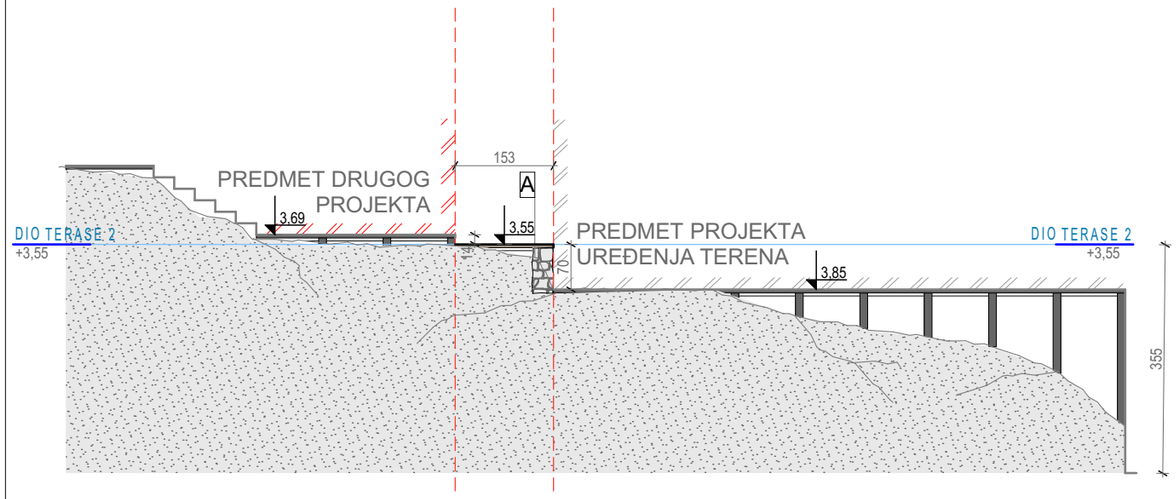
LEGENDA POVRŠINA

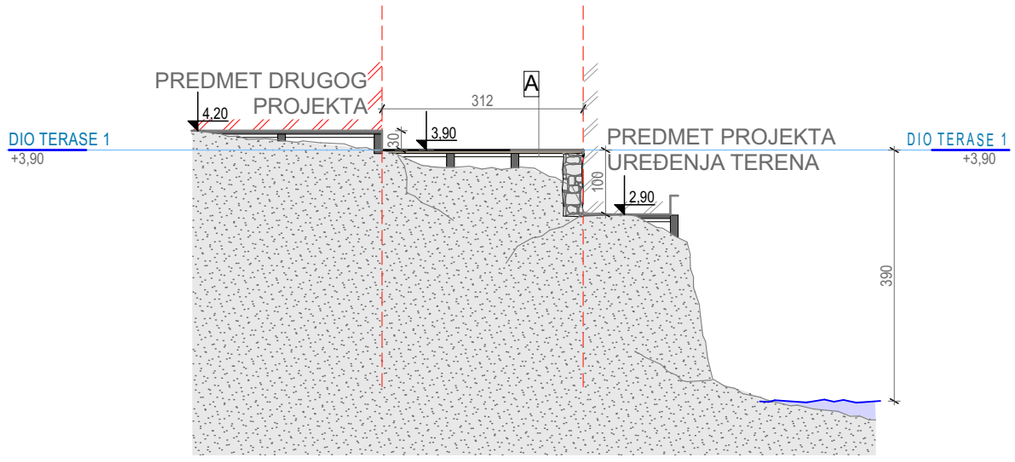
Br	Naziv površine	Pod	Plafon	Zid	O(m)	P(m²)
1	Dio terase 1	drvo			27,61	27,33
2	Dio terase 2	drvo			36,61	22,01
Ukupno P **BRUTO**						**49,34m²**

+3,50 relativna kota
+3,50 apsolutna kota

1 6
0 3 10

PROJEKTANT: **Plima design doo**	*INVESTITOR:* **"Lustica Development" AD Tivat**
Objekat: Privremeni montažno demontažni objekat; Otvoreni šank sa terasom, dio terasa u zoni morskog dobra	*Lokacija:* 13.A.1 na dijelu K.P. br.1117/1 KO Radovići u zahvatu programa privremenih objekata u zoni morskog dobra za Opštinu Tivat za period 2024-2028.
Vodeći projektant: Msc Filip Velimirović, dipl. ing. arh.	*Vrsta tehničke dokumentacije:* IDEJNO RJEŠENJE
Odgovorni projektant: Msc Filip Velimirović, dipl. ing. arh.	*Dio tehničke dokumentacije:* ARHITEKTURA; *Razmjera:* 1:100
Saradnik/ci:	*Prilog:* OSNOVA DJELOVA TERASE U ZONI MORSKOG DOBRA; *Br. priloga:* 03; *Br. strane:*
Datum izrade i M.P. Jul 2025. PLIMA DESIGN SAVJETNI ZA GRAĐEVINSKE KONSTRUKCIJE TIVAT	*Datum revizije i M.P.*



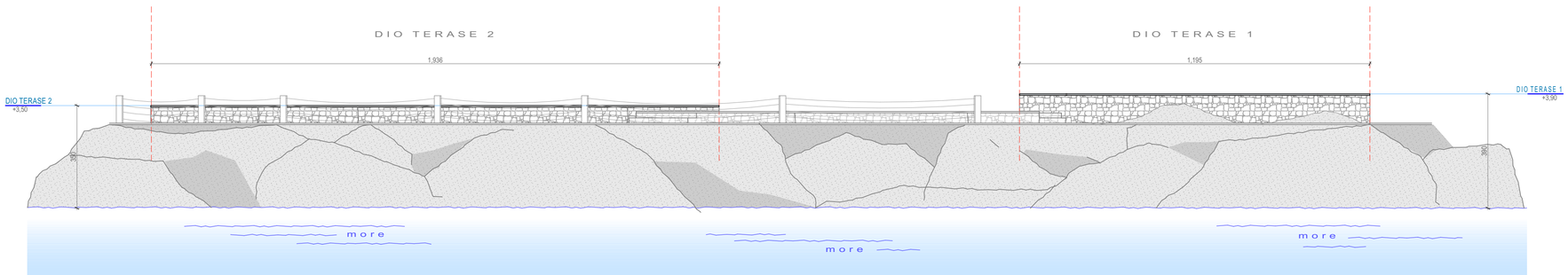


LEGENDA PODOVA

A

-drvene talpe 2,0cm
-Alu podkonstrukcija 10cm
-postojeća stijena

PROJEKTANT: **Plima design doo**	*INVESTITOR:* **"Lustica Development" AD Tivat**
Objekat: Privremeni montažno demontažni objekat; Otvoreni šank sa terasom, dio terasa u zoni morskog dobra	*Lokacija:* 13.A.1 na dijelu K.P. br.117/1 KO Radovići u zahvatu programa privremenih objekata u zoni morskog dobra za Opštinu Tivat za period 2024-2028.
Vodeći projektant: Msc Filip Velimirović, dipl. ing. arh.	*Vrsta tehničke dokumentacije:* IDEJNO RJEŠENJE
Odgovorni projektant: Msc Filip Velimirović, dipl. ing. arh.	*Dio tehničke dokumentacije:* ARHITEKTURA; *Razmjera:* 1:100
Saradnik/ci:	*Prilog:* PRESJECI P1 I P2; *Br. priloga:* 04; *Br. strane:*
Datum izrade i M.P. Jul 2025. PLIMA DESIGN DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU TIVAT	*Datum revizije i M.P.*



LEGENDA OZNAKA:

- Stijene
- Kamene pozide
- more

PROJEKTANT: **Plima design doo**	*INVESTITOR:* **"Lustica Development" AD Tivat**
Objekat: Privremeni montažno demontažni objekat; Otvoreni šank sa terasom, dio terasa u zoni morskog dobra	*Lokacija:* 13.A.1 na dijelu K.P. br.117/1 KO Radovići u zahvatu programa privremenih objekata u zoni morskog dobra za Opštinu Tivat za period 2024-2028.
Vodeći projektant: Msc Filip Velimirović, dipl. ing. arh.	*Vrsta tehničke dokumentacije:* IDEJNO RJEŠENJE
Odgovorni projektant: Msc Filip Velimirović, dipl. ing. arh.	*Dio tehničke dokumentacije:* ARHITEKTURA; *Razmjera:* 1:100
Saradnik/ci:	*Prilog:* FRONTALNI IZGLED; *Br. priloga:* 05; *Br. strane:*
Datum izrade i M.P. Jul 2025. PLIMA DESIGN	*Datum revizije i M.P.*

PROJEKTANT: **Plima design doo**		*INVESTITOR:* **"Lustica Development" AD Tivat**	
Objekat: Privremeni montažno demontažni objekat; Otvoreni šank sa terasom, dio terasa u zoni morskog dobra		*Lokacija:* 13.A.1 na dijelu K.P. br.117/1 KO Radovići u zahvatu programa privremenih objekata u zoni morskog dobra za Opštinu Tivat za period 2024-2028.	
Vodeći projektant: Msc Filip Velimirović, dipl. ing. arh.		*Vrsta tehničke dokumentacije:* IDEJNO RJEŠENJE	
Odgovorni projektant: Msc Filip Velimirović, dipl. ing. arh.		*Dio tehničke dokumentacije:* ARHITEKTURA	*Razmjera:* 1:100
Saradnik/ci:		*Prilog:* 3D PRIKAZI NA LOKACIJI	*Br. priloga:* 06 / *Br. strane:*
Datum izrade i M.P. Jul 2025. PLIMA DESIGN DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU TIVAT		*Datum revizije i M.P.*	